In memory of

ORIGEN STORRS SEYMOUR

from his wife

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Municipal Law

The law of nature is the unrevealed law of God as discovered by reason.

Law of nations is in gen'el the law of nature applied 18643 to foreign states or nations.

Municipal law is the rule of civil conduct prescribed by the supreme power of the State.

"Rule." If a "uniform & universal" is as far as it 18644.5 extends, in other words general not personal within its own limits. "Permanent" not transitory but continuing either indefinitely or for a certain period.

"Of civil conduct." Natural law is a rule of moral conduct. Municipal law a rule of civil conduct. It describes law pertinent thereto which are necessary in a state of nature or impercepted as citizen of a government. Municipal law prescribe these duties while we are required of us as members of a nation.
Municipal Law.

"Prescribed" not retroactive. [1804. 5] Difference between retroactive & ex post facto laws. The latter are always penal laws. The former either penal or remedial.

3. Dil. & Em. 391.

Bull v. Calder.
U.S. 6. 1815.

1804. 90. "By the supreme power is the legislation.

19. Vin. 518. Law of interpretation of laws. 1st. Words to be generally understood according to their most known usual & popular significations.


2. Dil. 255. Terms of art according to their acceptation among the learned in the art.

1. 26. 60. 2nd. If words are dubious context to be consulted. Thus, [184. 68.]

4. P. C. 158.

Palm. 488. Reams & are often useful. So to compare the law with other laws relating to the same subject.

20. 10. 1815.
3. Words always to be understood as having reference to the subject-matter.

4. Effects and consequences of different constructions to be regarded.

5. Reason and spirit of the law consulted separately and by itself.
1863. Municipal Law is either written or not written.
1863. The unwritten law includes 1st. The common law of ancient customs 2nd particular customs of local
ways & thirdly particular laws which are enforced only in particular courts.

1864. The unwritten law is called unwritten because its original establishment is not set down in writing
but it draws its authority from immemorial usage.

Common law is a customary law common to all the realm or state & not confined to its
operation to any particular district.
The common law depends for its support upon its reception from time immemorial, as was to be inferred from 1265 the accession of Rich II. But this distinction 12631 will be found of little use for many parts of the common law have been built up since the time of Rich II. However the late decisions on new subjects are considered as evidence of what the law was at the accession of Rich I.

In theory the in point of fact this theory is of small importance.

The evidence of the common law is to be found 1668/4/9. in records of boros of justice. Books of report. Judicial receipts & treaties of the learned. & to be understood by the judges of boros of justice. They are the deposition of the law & are items & officers to know it. Judges do not in theory make the law they merely declare what the law is.

These records are not the common law itself 1670 but merely evidence of the common law if a judicial decision was the law itself it never could be overruled. There is a difference between statute law therefore & judicial decision the latter can be overruled the former not.
Common Law

These judicial decisions, found what are called precedents. Precedents are old evidence not conclusive as to what the law is but precedents are to be followed unless it is clearly absurd or unjust.

It must be followed unless good reason can be shown not to. The main prohibition lies on the party objecting to the precedent. The precedent is a former decision of the same point which afterwards comes in question.

How did the common law originate? The notion of immemorial usage is mere fiction. The common law was built up by Courts of justice. How then does it fall within the definition is a rule prescribed by the supreme power it is sanctioned by the supreme power for it is tacitly acquiesced in by the legislature.

Modern decisions in new cases are regarded as evidence of what the law immemorially has been. In the rules of the law merchant the law of things devised these were not known until long after which.
II. Particular customs are local usage, and have the authority of law within their own limits. The law extends to the whole realm.

There are no particular customs in their state.

A fact, custom, when to be made a ground of claim or defence, must be specially alleged and proved. The existence of a custom must be proved as a matter of fact in a suit, where the claim or defence is under a particular custom. King 365 must prove the existence of the custom, that the 1576 case falls within that custom. The existence must be proved by a jury unless the custom has been proved to exist in the same suit in which case the record is conclusive evidence of the existence of the custom at record ascertainning any matter of public right is evidence between different parties where the same right comes in question. Evidence there are two English customs of which the 60 to 76 judicial notice are general and through English.

In Mr. Be the law merchant under 1575, the head of particular customs, but the law is more such as a code than any part of the common law. It covers particular concerns, but this it governs throughout the realm. The law merchant then is a branch of the common law, as much as the law of descent.
Local usages

The rules of the law merchant of all the common law are neither to be tried by a jury, talk 125, to be especially pleaded or to be proved as matter of fact, by witnesses, except in new torts, cases where the evidence of experienced merchants is necessary to testify as to what mercantile usage is, but this is seldom done of late. When it is that determines in the legality of the usage.

Requirements to the legality of a particular custom with 12th. 14. Sect. 192. 9 Co. 57.

Usages in derogation of the common law are always strictly construed, in they cannot be so construed as to include cases within the terms of the usage if not within the letter of it. The rule is directly the reverse of the rule of construction of the common law.
Particular codes of law enforced only on certain tribunals, civil and cannon laws are the principal of these codes. These laws are adopted in 1786, 79, 80 in the ecclesiastical, the maritime, the military, the & the 6th of the universities. The laws adopted in our prize courts are the same.

These codes become parts of our law by adoption, either they have no inherent force either here or in England, they are adopted as parts of the unwritten law by unmemorial usage.

Any particular code may be adopted either by unmemorial usage or by act of the legislature. Some states have by their legislature adopted the common law of England down to a certain period in such case the common law is part of the written law.

The common law & the ancient statutes of England have in general been adopted by usage to the 411-414. lots of justice. Our lots therefore are not at liberty to reject or present the lot of England, except as far as it is unjust, absurd or not adopted to the state of society in this country. The same is true of the ancient statutes.
A formal question whether there is a rule of common law opposed to the rules of the English common law. The objection was that we have no rule coming back to Decks 12, but it will be argued that the rules adopted in practice in Common are authoritative. For if law is not self-comprehensive to apply to all those cases which are in effect common law to be the rules of perfect collective systems of ethics, a collection of principles applicable to all cases of those few cases which have a common law and a common law must operate in a power of making a common law of its own.

The second branch of municipal law is that of written law, because its origin is set down in writing.

The ancient state of England are prima facie the law of each of those states upon this principle that an ancestor when they emigrated from the mother country to a new country as much of the law of the mother country as was then in existence there is a difference between it law & common law in this respect that modern state of England do not bind but the modern law is to the common law as prima facie bind as the ancient it is the case before the delegation no new state is indeed fixed in any state, the fact is incompatible that the state of New 3 those before nor reign are prima facie the law of their states.

For these reasons decisions are evidence of what the common law has immemorially been.
Municipal Law. Written law.

In some States the body of the English law down to a certain period has been adopted by Statute. It forms these ancient statutes have been adopted not by any legislative act, but by the practice of the courts. In either case these statutes are regarded as written law.

Statutes are either public or private (you'll spell) 186 59 6 of public that is one which regards the whole community, a private statute is one which regards a certain part of the community or individuals. As in nature of an exception to the genk law.

The application of this distinction is not perfectly obvious, most public acts do immediately and directly regard the whole community. If these can be no doubt that the statute is public. Thus the act of paupers being relieved, or again a statute that no person shall do this thing publicly. Public acts are neither regarding general nor merely part of the community.

But in some cases acts that relate in terms immediately to a class of persons are held to be public.

The distinction is this.

If the class of persons to whom a statute immediately in terms and directly regards, amounts to a great deal the statute is public. If it only only to a few of them it is a private statute. A statute within the meaning 265. of the rule is a class that may be divided into 365. 365.

 phenomena. a species that may be divided into 365.
A stat incorporating an insurance company to is without doubt a private stat. but for the sake of convenience private stats are sometimes by the legislature declared public. But by the bill any stat relating to the King is a public statute. Hence a stat giving a forfeit to the King to have to the State is public the the state according to the former distinction is private as if it gives a fine to the State.
...it be an either declaratory of the common law or a remeidy of some defect in the common law.

A declaratory is one which declares what the common law is always has been. As a it may be intentionally declaratory begin "it is hereby declared," but's it may be virtually declarator without


A remeidy it introduces a new rule which supply's the deficiencies or parses the deficiencies of law of some preceding statute law.

The act of this it declaring concerning to the tenure of lands that they are allotted when limited to a man 4 his heir is intentionally declaratory. If it is not in some cases declaratory unless they are exprest to be so. When it virtually declaration is not so exprest to be so when it does not begin with "it is hereby declared". It is to be in offering of the same law.
Municipal Law. The division is not perfect for there is no small class of statutes neither declaring a penal nor explanatory statutes.

Penal Statutes may be explanatory. It is one which to explain the meaning of a former legislative act. Such 814 H 1 S. is explanatory of 32 H 8 S. of Sec. 607. Stat. 6.

60/415. All acts are either penal or remedial or to say beneficial. The term remedial here is used to distinguish not from declaratory but from penal.

60/415. A penal act is one inflicting a penalty or punishment, whatever be the kind of punishment, but a penal act generally is now used to denote a stat inflicting a forfeiture or pecuniary mulct.

60/25. It w  seen from this that it is not giving double damages for a civil injury to be a penal statute. This, but it is not so for the double damages are commonly supposed to be given in compensation. If the penal statute is considered beneficial.
The converse of a penal law is remedial or beneficial. If a state which does not inflict any punishment or penalty is beneficial, 1 Wilm. 265.

Statutes giving any costs are always held to be penal. Because costs are unknown to the old and costs are a substitute for the ancient punishment which was strictly penal. So if the Old recover'd justice the debt has annulled. If the debt prevailed the Old recover'd false names, but this annulment is now taken virtually away and abrogated.

Costs were first allowed by 60 of Gloucester in 1345 but not to all. In certain cases, it was intended to recover all costs. Comp. Cost. 20. But not to all. The tenant costs are always given to the prevailing party.

An action that is an individual in his own right to recover the penalty of a debt is a civil action. The penalty is penal. Indeed the action is usually debt. But such as regulate civil actions are here to govern not the rules which regulate criminal proceedings.

If an indictment is but in a legal that the proceedings are criminal,
All facts are either affirmative or negative. This distinction is however merely verbal, depending
upon the phraseology. There are indeed some rules
founded on this distinction, but they are either
absurd or meaningless.
Municipal Law? (190)

When does a statute take effect?

By the English law a statute comes into operation from the first day of its enactment, as is stated in 43 Eliz. 2, 30 Geo. II. Sec. 1, according to this rule many statutes, e.g., the 20 Geo. III. Stat. for the 2nd to go into operation, were on the account a day of negligence in the commencing of any important statute, in which case it of course goes into operation on the day fixed. The principle is that the whole section is considered as one day.

And on the same principle it has been held that if two laws are enacted during the same session on the same subject and no time is fixed for the commencement of either the latter law will have priority, but it has lately been held that in such a case the latter may override both of the two acts as in fact made last, that which was in fact made last will repeal the prior one made during the same term as far as they are repugnant.

This is the reasonable rule while sections are frequently in similar cases, repealed, e.g., 20 Geo. III. 43 Eliz. 2, 30 Geo. II. Sec. 1, have rejected the doctrine that a statute can thus act retroactively, if it has been held that no statute takes effect until the end of the session in which it is enacted. There is no precise case in point but this appears to be the prevailing opinion among lawyers in the State.
Municipal Law.

Construction of Statutes

The rules of construction are intended to enable us to discern the will and intention of the law giver.

3607 A C 1867

In the construction of all, especially remedial statutes, these things are chiefly to be regarded: The old law; the mischief; the remedy proposed by the new law, and the construction thereof, such as to supply the mischief and advance the remedy. The judge consults the old law and the mischief that he may give a true construction to the remedy.

(See rule 245 for the interpretation of law apply to the construction of statutes.)

12618. There is an absolute distinction between the construction of penal and beneficial statutes. Penal statutes that are to be construed strictly or according to the letter. This rule is not equally applied to the

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true rule is, the letter, parity, and the intentions in the clause. By parity, no person can be adjudged

H 26145

to be within the term or within the description of the law. It

H 26146

must be within the letter of the law, so that he may

H 26147

clearly be in the spirit of it. And then, in the other words

H 26148

that no person shall be adjudged to be within the

H 26149

term or within the reason of it, that he may clearly within

H 26150

the letter of it. So that a part to be

H 26151

tolerable under a it must be both within the

H 26152

letter of reason of it. The only reason is the beneficence

H 26153

of the law.
In remedial statutes the cardinal rule is that of municipal
the spirit of the law must govern on both sides.

In spite of any ordinary of description in special it
does not appear that the same results
by reason of any incapacity (as exempted from
the punishment of the statute by common law)
that disability does not in any exempt from
such that species of punishment which the statute
prescribes.

A similar rule of construction was adopted in
the construction of, 
for example, was
held to include only those who might carry
land at.

When the repetition of an offence incurs a further
an augmented punishment the person who commits (A.D. 186)
such offence cannot be punished with the augmented Punishment unless he has been convicted of the same offence and does not carry
the same offence twice and twice plus.

This rule results from the established rule of evidence that, if
for retaliation there has been a judgment on him, the same
he evidence that he has committed a prior offence
of the same kind, but the rule goes further
when there is prosecuted for a second offence he
must have had but a short before the second
prosecution is commenced, or he shall not suffer
the augmented punishment. Further, he must
have been convicted of the first before he
committed the second or he shall not suffer the
augmented punishment. The it considers the
augmented punishment as inflicted for the
hardiness of the crime in dispersing the
first punishment.
Construction of Statutes.

Then are many cases in which a penalty is repeatedly increased by the commission of the same offence. Thus a punishment of six years' imprisonment and one year's imprisonment is continued. Then it is held that in such case the crime is not one of

that the penalty be reciprocated at a time. But this rule

is contrary to the English law.

Chap. 16. The rule of strict construction as of the subject
647. has not been uniformly observed in England. Thus
1655. a servant killing his master's of.
Chap. 19. of petit treason is called petit treason,
that if a servant killed his master, that he was
that this case

not attempted to be new law.

Sac. 1730. The penal laws of each sovereign state are in
Vidal v. Brady the strongest and most absolute sense local to
1730. that no court can take notice of the penal laws
1797. of another state.

1. 78 Elc 128.

So if one commits murder in New York he cannot
be punished for this crime in England for the murder
is not injury to the people of New York but the people of
this state are not injured and therefore cannot prosecute him.
But the several laws of each sovereign state is meant to apply to actions that take place within the limits of that state. The law of every state is independent of the laws of the other states. If you have a man in New York and bring him into this state, he may be punished here, and not in New York. There is no exception of contract cases in courts, but they have been abridged by the rule of cases in the leap before the ship. A rule generally wrong. It is said that the bringing of the goods into the state is a repetition of the offense of stealing, and is a violation of our law against stealing.

It appears that a convicts errant shall be that the 369-7
letter may be either encased or carried for the purpose of
offering the protection of the legislature.

Now the 369-7 of the same time that the house of mean.

The 369-7 house there is no more time to be serious
concern of our device. 4 etc. have greatly departed in many
instances from the letter as the 369-7
of Ed3. The basis of contract was held to extend 1854
the administration of the only executors were mention 1873
so Fleet prison.

Under the rule not only sentences of death but
369-7
the fine and of technical law has been tried to mean. Section 5 is
something different from what they do generally mean. The
word 'void' is frequently construed to mean 'invalid' without
the day not a transaction is declared void on any
369-7
at if the evil intended to be remedied is to be let in
by considering the transaction as merely voidable.

The the transaction must be void if the evil
at if it must be let in 2 as to be remedied by
considering the void and is meaning voidable.

It will be construed voidable.
Construction of Statutes.

Municipal Law: When a statute authorizes a lot to do an act of justice to a party the lot is bound to do the act in all cases falling within the statute if it is apparent from the face of the statute that it is to be left to the discretion of the lot, then the statute does not apply. Thus 47 U.S.C. 472 requiring costs by the defendant in information are in certain cases entitled to costs. Where the lot is bound of the matter whether or not an act of justice was merely a matter of convenience the lot must be bound to do the work.

But the rule has not been extended to executive officers. Therefore in their acts, not being acts in the administration of justice, do not come within the rule above.

50. Index: It is a good rule that all taking in any act of injury to be construed strictly because it already the rights of the subject. But this rule does not apply in the case of the subject. The reason of such exception appears to be that the act is not made for the purpose of abridgment of the subject's rights, but for the purpose of protecting long standing rights and for the purpose of discouraging false claims.
Explanatory Statutes are to be construed strictly. There can be no strictly penal nor remedial – for otherwise, there would be no end of explanation. The legislature intends to explain it is presumed that the legislature used precisely the words that best convey their meaning. When a statute is partly penal partly descriptive the different parts are to be construed as to the penal part, but strictly as to the penal part. The Statute of Frauds is to be strictly as to the penal part. The statute of the Penal Code is to be strictly as to its penal part.

It is a rule of construction that different parts of a statute are to be so construed as to make the statute whole and fair. If both parts are inconsistent, the latter repeals the first. If a statute is in a statute is inconsistent with another, it is to render the other statute nugatory. The statute is held to save the right of A.

The rules for construing statutes in the law of latters in Equity, for the object of true bona fide to discover the meaning of intention of the legislature.
Municipal Law: The city of St. Louis has by their own act enacted laws which it may repeal by the legislature. A law passed by the city, and not repealed by the legislature, is废除able to the common law, if not inconsistent with it.

The 1st. In the sense explained of the former clause, 

the part of a charter relates to the latter which can be altered in the manner explained.

There is a claim in a 2d reading that if those words had never been repeated or read, it would not be claimed under the principles of the thing in a real or a moral sense. The constitution of Missouri is not the objection. It is a compact between foreign states.

The constitution requires that 2/3 of the legislature, or 2/3 of the people, if a majority of the people vote for it. Is not 2/3 of the people of Missouri?
The case never furnishes a repeat by implication. If two statutes are inconsistent with each other and one of them is not to be considered, the former is upholding the latter, and the former will stand.

If it is so that an affirmative act does not abrogate all that the common law, but if there is a statute holding that the common law is in conflict with that law, the common law rule must be repealed. Thus at common law, 100 days notice is required now, as affirmative act it will only be that 10 days notice is necessary, plainly rendering the rule inapplicable. There does not mean affirmative mean in affirmance of the rule if it is clearly correct.

If a statute is made in any case, in all the rules of the 2 Jan 1806 are already a remedy, by 21st 14 that it does not limit. Secondly, if the common law remedy, an act of statute is inconsistent with it, the act of 14 the act remedy in both cases. The statute remedy is here called cumulative. The party suing may elect to proceed at law or on the statutes.
Repeal of Statutes.

If a penal statute inflicts a higher or a heavier punishment for a given offence than is inflicted under the old code, the former statute is repealed. If it is deemed absurd that a legislature could, by an old code statute, prescribe two different punishments for the same offence by statutes of their own

And if a penal statute inflicts a lesser punishment than is prescribed by the old code, the old code is repealed. But if a penal statute inflicts a heavier penalty than that at some law for a given offence, the old code is repealed but the offender may be prosecuted at law then the common law punishment is inflicted for the statute being not punitive. This last distinction is arbitrary and are founded on the principle of benevolence.

I am not sure that an affirmative statute can never repeal any statute, as a new affirmative statute is also necessary. It is absurd.
There must also be seen given for the construction of the act, and without an express clause of repeal, they contemplate that it shall contain an implied repeal. If a repealing act is repealed, the fact repealing it is revived. The Act 24, 18.

If a statute is repealed by several subsequent statutes, the first statute is not revived until all these statutes are repealed.

If a statute has been repealed and is revived by a subsequent act, the intermediate repealing act is itself repealed, to the extent of the inconsistency.

All acts done under a statute in force, but which is afterward declared invalid, but it is said that if the statute is afterward declared null and void by a subsequent act of the legislature, in no justification, but, a statute having given the power of the legislature, and if they may repeal a prior act but it is the province of the judiciary to declare a statute void. If they were the case no man would be safe in obeying the statutes in his country. Such a construction might make the subsequent statute a post facto.
Municipal laws did not be retrospective, hence it is that if a person is after being violated a violation by the law before the first act, the offender is another period Hawk 169. It is made for the same offence, he can not be punished under either of the laws if the letter, & 128 17p., continue the person 18 to all offences committed before the enacting of the latter statute. The reasoning is that repetitions when they repeat a penal act of crime, & continue that from 18 to all offences committed under it, & in case of law from after action commenced, can the repeal of the that destroy the vested right of the first side post (38).

The rule is the same in case of the expiration of a penal it before the punishment of the offender & must be expected to be some limitation if an offence is committed before its expiration but if not, is not pronounced until after it expires. The offender cannot be punished.
...the law was declared a contract to be illegal. It is a rule that a contract is not to be performed if it is not retrospective in its operation. In the case of a contract void ab initio, it is not the object of the law and indeed there is a latent contradiction annexed to the contract that it should not be performed if it becomes illegal to perform it.

If a contract is declared a contract to be illegal, it is not retrospective in its operation. Such a contract is invalid while the act is in force, the repealing of the act does not make the contract good. Indeed, this is an universal rule. In a contract void ab initio, not only can never be made good by any thing done after it was void, but it was held that it did not lie,
-complete performance of a contract or

Municipal Law

law as it is administered with the law. Thus

the same law was enacted in the same state as if

law is not frequently adapted to the case.

The principle is the same

law as in Equity but the remedy at

276. 254.

law is not frequently adapted to the case.
It has been said that no act can conflict with reason or divine law. But this is not so. There are indefensible opinions for which, if we have the will, can authority or principle that any act of the legislature is contrary to reason or divine law. Now when no other law is in force, the laws of nature and reason apply, and a law that is contrary to either is void. At the same time, if a law is contrary to reason or the divine law, the two can therefore stand in conflict. Every legislative act conflicts with the divine law, and if it is not such as to be in harmony with the constitution or have been enacted to be in line with it, it is null. It is the province of the judiciary to determine the constitutionality of a statute.

If a statute makes a new rule requiring one 100,000 to make the offence of poaching certain as previously, 9 it is declared to conflict with the law. The law declared unlawful, and if it is null. If it is not and it is null. If there is a clear decision of the legislature, it does not matter if it is in conflict.
But if a bill creates a new offence it affects a court in jurisdictions for the trial of all the jurisdiction of the said jurisdiction included. 2 H. 648 shall be a bill of a burden on a court to comply with the jurisdiction of the court. For that it had no prior jurisdiction, nothing is here taken away by implication - for nothing at all is taken away in any manner.

Ends

If a bill confers a special authority or privilege to compel the payers of indebtedness the power must be strictly limited. It must affect the face of the person prescribing that there shall be such powers as their proceedings be not void if they become the property for that they are in derogation of the right of third persons, and in the power to be strictly construed.
Municipal Law (No.1)

Authorities conferred by Statute

If a special authority is given by it to the
the authority is joint (unless it is clearly stated
that it shall be joint of several) and cannot
create the authority above another but it
extends to the survivor of one dies.

But if a public authority is conferred by it after the
two a man it is joint of several and on the death
of one the authority remains.

By private authority is meant a power
affecting merely individuals,
of the authority given by 26 to several of a public nature, the act of a majority all being present in the act of assent. If the authority were of a private nature, all must probably concur.

There is no clear distinction between the acts of a corporation being in the nature of the acts of a public or a private individual.

In the case of corporations, the rule is that if the whole number of the corporation are summoned to the act of the majority, present will bind the whole. Actual summons does not appear to be necessary where the meeting is regularly convened.

There is a need for further discussion on the matter of authority.
Pleading Statutes.

The rule on this subject in the books are exceedingly confused chiefly from a loose use of language. One cause of it has been the confounding of the terms "pleading," "counting upon," and "writing.

To plead a statute is to state those facts which bring a case within it. It is not to "take the statute," name a statute to recite it. Oftentimes the statute merely says new 266.8, or a provision in the statute as an exception. Again to plead the statute as it is &c. of a statute to "prove" the statute, means to prove a memorandum in writing. As doing to plead the statute by proving the event which makes the statute applicable to the case or to give the statute to give effect to the statute or to the statute as a whole.

Counting upon a statute consists in expressing the statute, or referring to it in words thus: As the remedy of the statute in such case made & provided &c. or by other words adapted to the case as by virtue of the statute in such case made & provided.

Reciting a statute is stating its contents.
Municipal or public statutes. The judge is bound to take judicial notice that a statute is not necessary to assert a public right, but any one intending to take advantage of a public right must plead it. The facts with which the case within the statute must be alleged.

In the other hand, if justice arises under a private statute, a party that means to take advantage of a private statute must make it clear whether its existence is denied or must be prove.

In this state, a man may defend under a private statute without the party pleading reading it need at common law, but here as well as in other cases, if an action is brought on a statute of pleading, it must both plead and read it. The power in Court of giving a private statute in evidence unless the cause of use arises from an statute of pleading but the private statute must be read in evidence like a deed.
of public or what required to be pleaded need not be located nor in any case be noticed. If
they the it must be pleaded. of this whether it be 238, it is the ground of claim on of defence. Want to
where it is that the judge are bound. 264, it is the officers to take notice of public state 10 to 57.
2 Clark 341.

Bac. Ab. 16 d. 1.

But a misrecital of a public sit may be
fatal even after verdict. Gars d. 19.

It is so that if a public sit is misrecited in less in an immaterial part it is cure by verdict.
376, 626.

But the duty, the use, to be the bill,
the misrecital of a public sit does not. And if it
appear to be fatal until the brand lies. 290, 151.
showing up to the it as verdict as in. 70, 90: 24,
the words shall deem from an statute passed. Nov. 79.

But if the misrecites a public sit of consider. Gars 232.
by counting upon it quare quia mutia former statute the judge will take judicial notice of the true state of the misrecital however material will not be fatal.

And in case the party does this to himself up to a start it is ill after verdict.

Bac. 236
60, 245
60, C 232
It is laid down that a plea of which to be made as a defence need not be specially pleaded, but that in case the party is to be pleaded in defence of a specially pleaded plea, it must be specially pleaded, in the first instance under the special plea, and must be specially pleaded for the defence furnished to the plea and not inconsistent with the plea which is qualified. (Cohen, 167.)

And indeed whenever the defence is necessary to a case, it is inconsistent with the plea proper to the contrary. (Ex. 127.) It must be specially pleaded. Hence it is well established that if a plea to the case of debt or promise is made.
In this state a writ may be used by way of defense may ordain or make no provision under such law and they by virtue of one that of pleading but notice must in only be given to the adverse party.

In declaring on private is it is necessary not now to plead the of but this to state et of the of notice may be either literate or substantial why the notice is the more proper notice in the 5 cannot quoted by the adverse notice of private is.

If a statute is in part public, in part private the former part must be pleaded but only private and the private part must be noticed.

But it is never necessary in any case to state any of the title of a or the preamble for the title but it is necessary to the preamble if the law itself it must appear the reason why the is made but there is not the same necessity yet the mention of the title or the preamble of a public it may be fatal but there is no constancy of opinions. (Some stating both are in each of public & party side others in the statute itself mention is fatal when the party ties himself up to the fact as noticed.)
Municipal — Where it is necessary to plead the receipt of a deed or other writing, the receipt of the deed must contain
2. With the date of the deed and the place where it was
3. Described if there are essential. For a private deed
4. Deemed as much a private document as a deed
5. Indenture, or a bill of exchange. And a mistake of the
6. Description kind is fatal at first glance. The deed
7. Actual, if not sufficiently described, it is not identifiable.

8. for the defendant to the defendant when the defendant a
9. Public statute of the party plaintiff
10. It must prove its existence

11. of the plaintiff, unless the plaintiff states a
12. statute pleaded exist or not is not a matter of fact but
13. matter of law.
Counting upon statutes.

It is a general rule that a public act must not be counted upon as of the day it is passed, unless it be enacted. 1 C.B. 105. 641.

(Replies to the last question.)

Exemptions to this rule are first, if the act be enacted by bill of 1797, at the last session under the common law. 2 H. C. 634.

The act was enacted during the prevalence of the act of 1797. 2 C.B. 341.

II. If the action in point be of any kind the Code 2 term act is not excluded by enacting on the 16th of March 1857, it being a statute of a nature similar to that of 1797.

Thus if a man seeks to recover the penalty of the act of 1857, he must prove that the other party is subject to it.

For the purpose of this housing reason but it is a well settled rule. 1 N. Y. 199. 126.

II. If a public act gives a new species of action under the act of 1857, it is a statute of action unknown to the O.L. it is not

pent under the act of 1857. 3 H. 126. 34.

In the rule above there is no very good reason.

If the action to recover the place was

under the act of 1857, the act of 1857

does not give it new actions within the meaning of the rule, that statute makes certain offices to frame one action in certain cases.
Municipal law. Where a public or public utility act is in action to a new case, it is not necessary to come under the law. Thus the 2d 14th Stat. enacting an act to maintain the right of a person who has injured the property of another during the latter's lifetime.

In actions there are but two points: whether the act is punishable except when it gives a new act or unless there is a concurrent remedy at law.

If there is a remedy for the violation, there is no need of resorting to the law.

2d 14th Stat. Upon when must such public act create a right and when does it fail? It is doubtful which. Because in both these cases the law supplies the remedy, and there is no other remedy.

The 2d 14th statute prohibits an act of illegal and immoral nature, and prescribing the penalty, both must be executed upon by him who incurs the penalty. For the law is given by neither of the statutes alone.
So if the statute inflicts a certain penalty and a subset of events, then this penalty shall not go to the informant. The informant must count upon Sect. 328. 35th Eds. if the omission is fatal even after verdict.

An offense may be laid in one and the same place by an indictment as apt was And an apt suit but 35th, the suit be done by two counts, the count framed as apt will conclude as the peace of all examples. This apt as the form of the Ex.

Where one continued trespass is in part a Baltic wrong, it is a wrong by 3 Eds. 35th and part is a wrong by 3 Eds. 35th, there need be but one count if that it? Conclude contra forum etc. if they will refer merely to the Stat. offense.

If a temporary act has expired it is continued by 3 Eds. 35th. A subset one 4 counting upon the it is necessary 4 Sec. 328. counting upon the same it 4. sufficient for the 35th. 3rd. State. hence it only contains the law. The latter 4 still 4 only containing the statute it does not contain the law.

Where according to the preceding rule county upon a statute is necessary the omission is Sect. 333. always fatal even after verdict.
Standing Statutes. or other pro n

Municipal acts. If an indictment proceed with contra
599 L 62 Tramman stat. if the offense exist only
2 Henke at all the whole contrary may be rejected
25. 115. 6. as well may, but in fact this question has
599 L 622:3 always obtained after verdict. An defendant
Compiled 26 thinks that the indictment will be ill
bound to be a guilty demurrer w. reach it not being actual or
within the 642 of inspection, and unless a specific
demurrer in case of objections to mere matter of form
in all cases except indictment.

14. 15. 3. Where there is an exception in the writing of the
599 L 65. if a statute this exception must be negatived in
159 R 441 a complaint be on a St. but an exception in
46. 149 a distinct clause in an another St. need not be
45 149 negatived. In the former case the exception
146 148 necessarily enters into the discretion of the
622 R 559. offence in the suit of action. but in the
74 527. latter case the exception is matter of defence.
46 542. in the deft. like the defences are 3 in kind.
144 646. when negatived the exception is not negatived
24 934 844. St 497. the omission is fatal

Ex pro. By Eng. game laws it is provided that if any
person shall being such a publick interest shall kill
such game be shall assist in an indictment in that, it must be alleged that the deft.
was proceeding such an estate killed to. But shew
of the deft. had been this no person shall kill such
game 4 in a distinct clause a privy to

persons having such a publick but shall not
be within the St.
When there is no less obstructing remedy or
prac. ceas. nearly all the other day by the
party complaining may frame his complain-

And in such a case if the Dif take the
remedy but finds that he cannot make a 
out his case under the et he must still in 300. 350.
the same suit claim at 6 & if he can at all 8th.
le if he can make out his case at all. 2 N.H. 895.
by due to relating to certain trespasses in the
ight seasons. a person commences a suit
opposite in the Et. but he cannot make out
that the trespass was committed in the right.
get under the suit the Dif may recover as at
6. & the 6 will reflect the amount from the et.

A strange case of this kind occurred
in Suffolk county in the state of Massachusetts.
But when the particular mode of proceeding is prescribed in a distinct substantive clause the extraneous mode of proceeding may be pursued in any proper mode of proceeding may be adopted for an independent clause creates an offence while when made was punishable by any proper common law mode— the subject clause cannot exist by implication the remedy with the evil had before provided.

If a law creates an offence there must be more of proceeding & more sanction the law must provide to prove the offence and it will in such case punish it as a misdemeanor. Thus it shall be done by any one violating such a law that if it calls it a misdemeanor & punishes it as such.

The rule is the same where the law creates a right but prescribing no remedy. The common law will lend its aid to enfore the right in any reason adapted to the case.
To obstruct the execution of justice granted by it is an offence at la. l. may be prosecuted by any proper one. Law amend as be is declar'd in will case the amendment of it not the whole entire form, etc. for if it is not a stat. offence but a c. l. officer.
A public officer is such cannot be required to
any individual in his own name for the offense which
does the public or the cause for some private interest
wrong to the party injured. In that case, the
such can the indictment which in the name
of the King, but individuals do proceed in the name of
the King, as in the name of the King, and in such
acts, the King's name must be used. No
formity, of course, it is to be referred to the
instance that King is the
practice in India, even in cases before an
also, in case of indictments, this is the
practice, but there is no law mentioning the practice.

This practice has never obtained in this state, but
the penalty is to be recovered to the
there is, however, a minor species of prosecution
the public of public private who is
result of such. By a great many prosecutions, the
time penalty, however, entails some damage, and the
law entitles him the prosecution.
If a suit is then a prosecution brought
3 action in part for the prosecutor in part for the King
If the individual prosecuting is the sole
party that the prosecutor is parties in behalf of the
defendant. The suit from there is said "qui tam pro
company denotes a suit to have persons in have part
reparation invoked.

But "qui tam" are either by action or by information.

The first is that the former is carried on by civil
process by writ desce, the latter is carried
on by a criminal process and a capias under which
the object is to be imprisoned a suit to bail.

Import of the action, prosecution commenced to further
the cause, which is properly an information. In "qui tam
information. The other may be called a
"qui tam action. This is a civil suit (sect. 16)
prosecutions at the expense of civil in guilt
are brought in penal city
to secure a penalty or forfeiture of some kind.

A qui tam prosecution is never used at
law to secure a penalty or forfeiture
given by the C. L. It is used merely to
obtain a penalty given by statute, where
the statute enables an individual to sue
and retain part of the penalty.

A popular action is one given by the common
law. It is one in which the penalty incurred by the
violation of a penal statute. In some cases,
the whole penalty is given to the informer. In others, it is
part to be given to the informer, and part to the King. In both
cases, the action is called popular.

Popular actions and qui tam are sometimes confounded.
but they are by no means the same. A qui tam
action is not always qui tam as when the
penalty is wholly given to the prosecutor, but 3 B. & C. 777.
the action is not qui tam. And a qui tam 2 Hawk 377 may
not be popular as when part of the
penalty is given to the individual injured by
the act, and the rest to the King, or the
King, the qui tam is not popular. It can
be brought only by the individual injured.
If an individual is sufficiently injured by an act prohibited by law, he may have an action against the person who committed the offense by private action as the to the Instant case, according to him to be expressly given for it is entirely 1087560, given by the Statute. This is neither quite clear nor 4 Sec. 53, popular.

4 & k.

SECTION 37. Where a statute prohibits or commands a thing, thereby for the protection of private rights, an individual may have an action on the Statute for an injury done by its violation. The Statute of 4 Sec. 35 one simply gives him an remedy to redress for the actual injury or private wrong.

For 290. When a statute provides a penalty, another is his right or interest in securing such, and the penalty is not appropriated as a substitute to the remedy of the right, damaged by the violation of the statute, so that the party injured may have his redress under a law such as the commonlaw supplier for the securing of the right or remedy created by the statute, the principle is that which must have been the intention of the legislature.
If a dt inflict a fine or a penalty, then gives a sum certain to the individual who will prosecute for it any person may bring an action in which the penalty or the fine is recoverable to that person who presents it, and he retains the same certain sum due to the state for the penalty. So, here the action of qui dam.

The point is whether a dt inflict a penalty of any kind and gives it to any individual who will prosecute for it any such sum by presenting it gives him the whole or part of the penalty or the same sum or may bring the action.

When the whole recovery is to the individual prosecuting, I think that a qui tam is not to bring thequisite action. Here is no recovery due to the king for I who shall the action be brought in behalf of the king.
When a st. faber is not immediately sue
sues to the public only, the public can proceed
2 Hunk. 377 on it unless some penalty, a dema part of it:
1 Ex. 37(2) a some other reason is assigned by the 26,
2 Marq. 363, to him who shall represent. The prosecution
must be commenced by the 1st party, because
the person bringing the action has no interest.
No power to sue is here given expressly or
implicitly by the statute — No one in such
case can prosecute in his own name — in
Engl. an individual may perhaps prosecute
in the name of the King (until 19).

But if a st. faber an offense immediate,
1 Ex. 57, injures as well to an individual as to the public
4 Celn. 34, and gives the ind. injured a penalty or part of
12 Celn. 34, the injury or damages to be added to a jury
3 Bl. 161, and individual may bring a suit then action in
6 Bl. 154, for both the penalty and the damage

But if the whole penalty is to be to the party
who would be injured, I think that the action shall not be
a qui tam. He may have an action indeed as
the suit, but in his own name, not at all
in behalf of the King.
When a debt given a penalty, pursuable are forms of action 30th 1601 for the recovery of it, the most proper and proper action is suit 1751 1752 for the penalty is made, not in equity, but in law, as suit 653 653 it was also be a proper action in this case while suit 653 653 be called action on suit. 653 653 653 653 653 653

It was once held in this state that indebtedness, because only would lie to recover a penalty of a debt, but it will not lie in equity for a penalty, nor for a penalty, not framed for the recovery of such claims. If a penalty is an equitable action, and hence it is not competent to such a case, there is no form of action but where for the case. The statute is quasi a record and a/penalty does not for a debt due by a record.

When a penalty is given by it partly to the king partly to the king who shall prosecute the suit by his proper officers it may be had for 4 recovery the whole penalty.

We have a lot expressly enacting that the state may prosecute in such cases.

The debt due lies where the penalty is not due in money. I think, not
2. M L 10. The presence of a qui tam action must be by
3. Bure 10.23. in a statement in a suit where a suit for
4. Trea 4. The rule is stated that the
5. L 12.9. is about for nothing of these judgments are
6. L 12.9. and forever
7. To that there must be the same as
8. in civil cases where a suit action is always
9. pleadable in whatever suit.
When the person of a man is given to a man, and he has no interest to proceed, he must be the person who has no interest to proceed.
The punishment in a corporal action must be
some where the part of the penalty after execution
is to be before of relief before conviction is had. It being
not having any effect in banishing a distinct action, adding
for the King had no right at the time of the
release at least no consummated right,
Pur  &  this makes that no venomous weapon
in a corporal action shall have a punishment
that we release after conviction that the
is to be
no effect. The King has no appearance of the 1677
Act. In the bill in being done to new inserted laws
that there was to be the court at therefore the
a sentence of life at to the nature of some law as
well into as the sentence received.

To the 11th day the remonstrance was composed 1st March 397
The remonstrance was the 12th three appear in 1678. 17th
preceded by then hath not done of the court & 1678.
It is discretionary with the & to give done 1st the 1678
of the 6th is under no penalty. The second and
18th 1678.

Sent this composition when in advance in the 1678 day
only to the present this part, and shall the & give this by
the leave to compound it is only in condition that being
that part of the sentence while belongs to the day
shall be but into least. The part belonging to
the King can now be compounded.
When several persons were convicted of an
offence, the whole penalty was divided among
the several persons in equal shares. Where one
offence is committed by more than one person,
the whole penalty is divided among all of
them proportionately.

I think punishment, as in the latter part of the
19th century, is to suffer the whole penalty,
but this is not necessarily so. It is
when the penalty is given as a punishment to
the party injured by the offence. This
penalty is intended to be recovered for
any injury. If a penalty is
imposed on each person, it is not held
that the
whole penalty is
imposed on each
person.

When from the phrasing of the 19th century
is apparent that the legislature intended a single
penalty for the whole. If "he shall suffer & pay"
then he shall suffer and pay, or "he shall suffer &
pay" or "he shall suffer & pay to"

The intention of the legislature

Where the penalty is

When the phrasing does not decide it is to be
borne in mind that at the same time the
penalty is to be

Where a
penalty is to be
borne in mind that at the same time the
penalty is to be

Where a
penalty is to be
borne in mind that at the same time the
penalty is to be

But when the language of the Act seems to contemplate but a single penalty, yet if the offence was punishable at common law that it is cumulative the penalty under the Act will be several. The Act being purely cumulative it must have been the intention of the Legislature that the same offence should be punished as severely as at C D.

If debt is brought however at several dates, in the penalty of a debt only one penalty can be recovered on account of the form of the action & therefore debt only to be suit in such case brought, but a special action on the debt to be brought where there are several suits of offender & the debt requires a several penalty, and it has lately been decided that debt in such case will not lie. & if will not debt lie at all one at a time?

Sometimes any number of continued acts may constitute but one offence in such case only one penalty is to be recovered of him who has committed these continued acts. If it is done for that reason because in this case there is no law that the act of every step is punishable the only damage is but one offence. This is a matter of reality.

In former actions according to the English law the defendant is not entitled to costs unless it is expressly given by the Act. These actions are not within the case of giving costs. But where the penalty is given to the party injured by the defendant's actions the Act is entitled to costs not as an ordinary civil action.

In this state when the prosecutor recovers he is always entitled to costs in the ordinary course of the facts.
Introduction.

The civil code of society is a law to decide into the pure hands, rights, wrongs; the true object of the civil law is to preserve and secure the peace and to prevent and uphold the latter. Hence it is necessary to understand and ascertain rights. These rights are of two kinds.

Both of laws and rules of things, of things as private and public. Persons are natural and civil (artificial).

The rights are considered in their nature as absolute and relative. The absolute rights are such as individual property, as the absolute rights of the association of civil society. The absolute rights concern the rights of person, liberty, and private property.

The relative rights of persons are those who prior to the relation of society.

But the civil relations from all these relative rights result are either public or private. Those relative rights of public nature vide 135. The private relations from all relative rights and duties result are four viz., that of husband and wife, that of parent and child, that of master and servant. These are, as well, called the domestic relations.
Marriage is regarded by law as a civil contract in
some Catholic countries; it is otherwise. The immediate
effect of marriage is the legal union in identity of the
parties, so as to render purposes that of wife are regarded
as one person (not always, however one).

In the contract void post-

Effects of the contract.

To regard the husband's right to his wife's property,
the great principle which regulates this branch of the
subject is founded on the husband's duty to maintain
and protect his wife and her property. So far
as to enable him to dispose of them in accordance
with the policy of the law requires that the husband shall
by marriage become the absolute
owner of all the wife's personal chattels in her possessions.

Personal chattels in her possession is meant all the
personal chattels which are distinguished from a person's
property, which is a right to recover by action
something not already in fact, and not necessary to be done by the husband to consummate his right,
but it is her personal chattels in her possession at
the time of marriage. He may be entitled to them even from the
moment of marriage. He is the absolute owner

If he dies intestate, the representative of the heir
married to have the personal chattels which the wife, his wife, came
to her during marriage.

(66)
Husband's Right to spouse's property

The law has the caution of priority with the
helds in another right, but he has no beneficial
interest in it. He must therefore account for it. Est. 537.
Indeed if a man marries an E. or a person the trust he buys
She has the legal title to the property, precisely as
if he was the executor.

He also entitled to such personal chattels in her before death
as refers to the wife during coverture. He is entitled lams to
with all her interest in them. Thus if a distributive E. or
share in an intestate estate as refers to the wife during
over the husband has all the rights in the same who she would have
been entitled to had she been alive.

He is entitled to the avails of her labour, precisely such
as if earned by her own labour.

With regard to her personal chattels in action the
husband takes of them at pleasure during their
life. If life she does not he marriage become absolute 507,485,
or none of them, but she has the legal power to sue, he
make them his own during her; she must to some extent
her absolutely into his own reduce them into
possession or something equivalent to it during the
life, unless made by a settlement he has purchased
them. This last exception prevails only in Equity.

If he does neither of these & the husband dies first
the wife surviving is entitled to them.
The right to form wives chose in action.

If he does not then it be that put itself to the

he is go to his personal representative or she the

he husband living near it not for the C. C. and

the right post!


This is in the law is undoubtedly so there be

Talk 173. by the law of corn they do in her death

go to her representatives (foot).


373. on the choice in action or her death & 1st 21.

2nd 39. the administrat. hold them if he shall be obliged to de-

1st 37. tribute the choice in action with she turns to her

Talk 37. next of kin but himself shall take as next of


1st 39. with regard to the origin of the kin right to a new

Talk 37. as is above the path Deere order 31 cts.

1st 39. in case of intestacy in great administra-

tion 39. the shall be given to the king & next heir & from

1st 39. according to done under this if the has is entitled

Com. 39. in administration according to others he is entitled

Adm. 37. by the just remit. that the & 31 cts. correspondly

2nd 37. the such case. The latter opinion appears incorrect.

39. 24. in admininistrator was not known at 6th. it be

the property in such case went to the societies

Adm. 37.
We have no law similar to any case & none of a husband's
married woman dies before his has leaving choses in
action they go to the representative & if the hus
takes administration he must distribute to her next
of kin. This is the opinion of the profession
& clearly correct this there are no authorities.

But the law comes during the life of wife bequest editt. 82.
are choses in action unless he has purchased them by 1 Bac. 269.
statement because a bequest is not a disposition.

The hus. this under the 39. Law. 21 is not an admittance of
is bound to distribute her choses in action yet he
must pay her debts to the amount of them. So amount
in case of sale & assignment to.
husbands' right over wife's choses in action.

If another person in the wife's death takes out
administration on refusal of the heir, the Admini-
stration pays to the heir as next of kin, the cost
of the choses in action after it is paid. The
rule is well settled, but the heir is not next
of kin. It therefore is considered in the leg except in the
case next of kin means always except in the
rule nearest by consequence.

(Correction in the text.)

In the right of lawn, a next of kin is transmissible
to his representing after part of debt; the wife
without execution of the wife is entitled to administration
but they are trustees to the representative of the
formerly husband, who are entitled to the residuary.

The rule of course supposes the wife dies first and
then the husband dies with the taking out
administration—this is
merely, following out the principle of the
last rule. This always kind of chose shows that woman
being agency a making law

This is a rule of Equity alone.

The later opinions do not apply the rule to this

In the absence of the rule here is, that the settlement is such

In the absence of such a will the widow is entitled to all her

In the absence of such a will the "widow is entitled to all her

In the absence of such a will the "widow is entitled to all her
But let the rules contemplate a settlement of husband and wife made before marriage, but where a settlement is made after marriage, it will be deemed a husband's if there is an express or implied agreement to that effect, and must be of a kind that will enable the estate of the husband to be paid out of the wife's estate. If it is adequate to the same purpose it will be valid as a settlement of the wife. A judgment for the adequacy of the settlement will be taken, unless the contract is perfectly reasonable, having regard to the circumstances and the character of the parties. (Post 19)

In New York it seems, a rent due to the wife alone must be paid for by the husband if there is no joint tenancy. But for rent accruing from the land during coverture, the rent may be paid to the husband while either the husband or the wife is alive. If the husband dies during coverture, the rent is payable to the widow. If the widow dies during coverture, the rent is payable to the survivor. (Post 19)

(Continued on next page.)
Husband's right over wife's choses in action

Law

A husband can claim queus in a representative capacity. If the wife survives, but the husband does not, each must account to the representatives of the other for one moiety. This is the common case of a remedy surviving to the survivor. While the survivor must account to the representatives,

In a representative capacity, the wife may claim an interest in action.

In equity, such choses in actions are not assignable at law.

The reason of the rule is that the assignee can claim only in equity, and as a voluntary assignment or inequitable quo

It has been held that a voluntary assignment to such an act is void as being inequitable queus the wife sh? yet defeat the wife.
But the husband may release the wife's choses in action. England with consideration for he has the legal power if disposing of them as he chooses and a receiver the law of equity cannot distrain it.

If the wife be in a condition to seek to recover the之后 123/4. 3. it must happen or her choses in action that it will not be in vain she has in no fashion passed the legal 736. and will make a reasonable allowance on the wife. 225. 7.

If the deed to her in the possession of the husband the wife has not purchased the wife's choses in action by the husband.

The husband can in the name of the choses in action 1796. 231. 216. agree to release the legal 377. 484. in the husband.

So to the others in the name of the husband of the others 1836. 455. for value applies to this to have them assigned by the deed 1825. 6.

It is to be noted that it will not occur in the favour of any 1878. 1876. 1874. 1872.

If the wife were before the hand the choses in action of the latter 1871.

If purchased she is not liable for her debt at death 1870.

His debt is that they be taken in 162. 3. for the duty 1890.

In the case of his choses in action cannot be taken in 1895. the first reason is hardly to suffice with the help of the second. vide bottom of page 75 of this title.
Husband's right over wife's property bailed.

Husband. The personal chattels of a free soul are not
Wife in possession of another by bailment or finding
Act 176, they on marriage become absolutely hers. If he
Act 174 may sue in her in his sole name. (Some
Printed confusion in the books on this subject.) The rule suffers
Eph 576 merely a bailment by deposit where she has a right.
Book: The books belonging to him in the possession of another
Rom 821 by bailment a finding, namely where there has
been no unlawful taking or conversion are in
her constructive possession, and therefore they
are his and if they are afterwards converted
he must a lit. think she alone; but in the books
there are speecions on the subject — like lost.

But if goods belonging to a free soul have been
converted during the same period the man joint
with the law in suing for them for in the case
he has a right at the time of marriage is clearly in
chose in action.

Act 176, The three opinions mentioned above are these:
Act 174, If he has ever one alone III may join the wife
Rom 586 must join the wife. But he must one alone
Rom 176. Say (I): Was there a right of action in the wife
at the time of the marriage? Certainly not, then
her right was not a chose in action, then they
must have been in the constructive possession of so
than they become absolutely hers if he must have
alone.
Custodies right over wife's chattels real.

If one is bound by contract to the husb to pay husband money to the wife the land so is subject to wife. The contract is as to husb. Vide contract. Husband bound to make the contract in his own name. The contract is as to husb. Vide contract. The word will discharge the contract but the contract may be as other rights but money to receive the money. The husband is as if to the husband the husb. Vide contract. Is the obligant in the case the contract being to bind the husb. Must be voided into parties rest. Vide "contract."
During the lifetime he has an absolute power to dispose of them, and if they are not dispose of during his life, on his death, the whole goes to the survivor. They are quasi-feudal tenants of his chattels.

In this state, in the death of the wife the
338. heir surviving it has been decided that they
339. go to her representatives. This was in the old
340. Chattel and if Esopus &c. not now the law. This
341. Revis SR is not the rule of the Ex. & where at Ex-
342. 22:24. there will be a 3rd tenancy in C & make a
343. tenancy in Commena, but according to the
344. Evidence 1010, the better the heir in a wife can devise her
345. from her chattels real. For the right of the survivor
346. 2 66 5 3 4 1 is as in other case of 3rd tenancy superior
347. to the right of the devisee.
348. 1 3 3 8 6. In this state it will seem from the case above
349. that the wife might devise them.

347 2 1 4. The husb may by act executed dispose of them
348. during the marriage to next in C & after his
death, by lease or assignment. So this is not
349. a testamentary disposition. It makes a right of
350. future enjoyment. this right passes instantly.
They are not liable for the hus debt after his death if the wife survives him, like every other husband in the case of an easement, the wife right by survivorship prevails, paramount to the right of dower, as it is prior, as if device, the hus could then charge them with the payment of debt, the hus of not the same thing.

As to no they liable to the wife, joint of (Al) she also first in the same reason. Her right is paramount by survivorship.

But then she is liable to be added if the case of events, and chattel law.

And if a farm sold being no tenant of and the husband with the last person of the marriage, the farm, the stranger purchasing has the whole of the farm, the chattel. But in the case the hus was doing B to see the same person to serve the tenant, as she is again had had the continued sole.

The Hus may during cen, she is the wife, chattels. Nov. 18, 1618, real was in equity, not to consider at all. This Sep. 1, 1617, not mean that he will enforce such an agreement as not the wife. It means merely that what is the hus of the hus cannot set it aside. The device 351 being good at law, all of device must go before.
Husband's right over the wife and estate of inheritance.

 Während der Ehe erlangen diejenigen, die die Ehe

 of the marriage, the law has the sole

control and use the estate at will, without

manner of law during the

Unrest on the part of the wife or her estate, except by

law and custom, the management of the household,

is supposed to be under the control of the husband.

of a married woman, therefore, the husband has the
domestic rights. The woman, however, cannot acquire
testamentary rights.

In this state, however, the estate of the wife may be

allotted by the will of the husband, not by

any decree, but by a state and custom when

the practice of

If the land during one's lifetime, a larger estate than

the husband's, during one's life, to be protected in all other

cases, the state by no means protect their estates.

For the advantage of the wife, the husband's, besides if she?

record the husband's right in the husband's

command is of an estate acquired by the wife during

coverture, in case she has been made as a grant to

her life as a during coverture according as she is to

not entitled to coverture.

And if the husband makes a lease, it will be

valid as long as the husband lives if he is live

during the coverture, if not until the wife dies,

during the coverture, if not until the wife dies.

299. By spoliation, the wife may make a

landlord's lease for 3 lives of her husband. 

The contract of sale is not to be considered.

notwithstanding occurs, that the husband.

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299. By spoliation, the wife may make a

landlord's lease for 3 lives of her husband.

The contract of sale is not to be considered.
If the husband first has real estate next to the wife, on the other hand of the wife, she first the inheritance derives by intestacy to the wife, the other by being a sold as
child born alive during the life of the wife. All real
residue of inheritance is reverted to a life estate in the wife. Residuary part of the residue.

And if the wife is entitled in some cases to counter, and all
in the wife's solvency estate as in equity of lade. 1826.

At that time, the wife has counter with apex of
the tenure of lands as granted by the husband,
but he adopt in kind the C.C. rule with respect to conveying.

By the birth of a child capable of inheriting for
the husband in lieu by counter, counterfeits + it becomes all real
inherited by wife's death.

But revencing out of the wife's real property, but the
loss to the survivor at the death of the husband
has occurred before conveying the husband's
interest to it. (ante 71.)

1826. 692
1 Jul. 591.
Husband's right to his real estate.

Husband of prime covert come at the hold property
Wife to her sole and separate use and this she now
May yet it is by virtue of the law of Chancery

To her that to the sole and separate use of
the wife in such as she holds except to all
marital rights whatever. Chancery
protects this property at all events and under
circumstances to every extent.

2 V. 17. At this time a gift to her sole use is protected
in Chancery as the delaying of the day. The
Doctrine of the can not have coventry in it nor indeed
any rights whatever.

16th 47.
16th 47.
16th 270
16th 444
17th 43.

2 Th. 67, 68. God such prepry the wife in equity may expens-
16th 447 in absolute a house as if the man stole the
in
the single exception that the court deris it.
3 Th. 393. Direct if it is real property. The law is the
168. Howes

3 Post 337
Post 150. But the wife may make a testamentary disposition
168. 4.6 of it by way of declaring a trust in it this
consume virtually devise.
8th 10.
Husband & Wife

The husband may defeat a gift to his wife, but he may not defeat any other gift when made to the wife. In the wife's life, a gift made to her by reason of the life estate in 1845.

But he cannot defeat a descent of property to the husband's wife. In the last will, the descent cannot defeat a necessity for such care, the wife if a minor holds, not by defeat defeat the descent.

If the wife is a minor, and defeat is made, the descent of the estate is void, but the wife cannot defeat the estate of the wife (or her infant). The estate does not belong to the husband.

But suppose the wife defeated the descent of his deceased wife. Where the heir is to be determined, make it the wife's own. It should not be after a minor defeat the wife was not here the person who would be the wife of the intestate.
Custants right over or wife property

Husband

His Interest may also after her
Death dispose provided she does not during
Everth of her life revert

Corollary. But when the house is taken up, for instance, if a
purchase be made during some time, it
be lost during the same term of years. After covittance the
purchase is subject to the same decision or rate as the
plaintiff's
decision is subject during covittance are both
void.

Therop. 3. It has been held that if a term rent be for
One year the tenor time for year to year is
28th. 121. 4th, the rules previous during the term the
tenor acts on the man by the succession to
the
enchantment, but this in the deeded and the
old rules of heirs and successors. If she had
contested the legal title of a term to her sole
interest, she past all question the husband
have no rights in it.

For voluntary conveyances by wife before
covittance see vide fraudulent conveyances.
Heights of the wife & the Husp. property

The every estate has 2 in the Eng. it there is a
lot of distruction if she die intestate leaving if she is entitled to one third of the
husbands property of the husband & if he dies 2
leaving no issue she is entitled to one half of the
husbands property of her hus - this distribution
is made after debts paid.

But may by will defeat this provision for the wife

By 62 the wife is entitled to a life estate in 1/3
of all the indubitable property of not her & not
been disposed of before any time during 2 year
and if issue is made are the rights then had
too and if the is a mortis during the hus who had
actually

And the hus should not be by any absolutoon -to bring
her the this power, she may have unity 2 live by
by leaving with the hus in line of descen but if
she be married in a way with issue then the
hus may be of the wife is merely void.
Wife Right to Husband's Property. 

Wife. In the state of Ill., the wife by herself, by personal use of her estate, in those states the wife is entitled to the same being her sole use and free as she is to her own. 

In this state the rule is that the wife is entitled to a life estate in one-third of the real estate and the remainder of the estate she owns at her death. Therefore the husband may by his own will dispose of her right of dower.

When she does not live herself, then the rule is that if any of his real estate her husband has, or would have inherited any real property of that sort, she is entitled to dower but not otherwise.

If the estate is limited to a third and the heir of her body, by his wife, B. his wife C. cannot have dower of this property.

Prob. To entitle her to dower however she must have been the wife of the deceased husband at the time of his death. If divorced than a residuary. 

N. B., the wife must have dower for such a divorce renders the marriage void as Co., 2715, 1715. The children are illegitimate. 

A divorce a vinculo does not bar the right of dower for such a divorce does not destroy the relation of hus. + wife. The children are not illegitimate and therefore may inherit.
If the hus. was at the time of marriage still under the age of legal capacity, the wife could not be entitled to divorce because the marriage was not voidable; but if the hus. had not reached the age of 14 or 16 before his death, it cannot be avoided, for it is an undeniable rule that a marriage cannot be avoided after the death of either party.

The hus. must, however, be over the age of 14 when he died, or she is not entitled to divorce, but she can not be too old to be entitled to divorce.

It was commonly held that the wife of an idiot entitled might be divorced, but the rule has been altered. 2 Inst. 136. It was always held that the hus. was not entitled to divorce when the wife was an idiot.

To entitle the wife to divorce the marriage must have been legal.
Wife's right to husband's property. (Sec. 56.)

The widow's right of dower is based on her title to the property of the husband, his estate being subject to the mortgages or debts made during her marriage. The widow's right is incontestable, paramount to the creditors' rights.

But her right to the revenue from of the husband is paramount to the estate of husband, legatees, and administrators.

In this state her right of dower is paramount to that of his devisees, but not to that of his creditors. She may indeed redeem. The law of dower in this state is regulated by that of the United States.

But the husband's debt is given to the creditors, and as the widow is entitled to the estate as well, she may redeem.
The case cannot be decided upon by the mere title of the husband or any other party to the estate. The title of the wife is not to be taken into consideration. The title of the husband is not to be considered. The title of the wife is not to be considered.

In sum, if a man dies intestate leaving a widow, unable to support herself, and she has no relatives to support her, the heirs of the husband or his children are bound to support her during widowhood, if her dowry is not sufficient.

The widow is entitled to dower in her husband's estate as a matter of course. This is the rule in all the states, and is made by the husband before marriage.

In this state, the wife is entitled to dower in her husband's estate by representation of an estate in Maryland. It is also in New York.
How Power may be vested in the husband for his divorce to his wife, and in matrimonial causes, again by alienage, this 2 B. 13. 667, if a man marries an alien, in such case it is usual to obtain a private act, enabling her to help down.

If indeed a foreign woman becomes naturalized she has done as a natural born citizen.

To Tit. 32. Again the right of divorce is barred by adultery 1 D. 80. In this case this is a better rule; the principle 3 P. 276, is that a woman might not be allowed to claim any right for the table of all she has violated.

If Aeg, in his lifetime has been allotted to the wife, the wife loses her right of divorce for the heir at law loses his right. The widow can have down where the heir loses their right to the benefit in the field, by a species of substitution from the heir.

2 B. 13. 667 At A.D. by felony of the wife, the wife is barred of down, but by 1666 this is altered.
Crown. How saved?

Custody. The next for the doctrine of joining the wife to a cause of action of her husband. But the principle is not that a cause of action accrues to her own right, but in the single instance of suit, when she procures the leave of her husband that she may a cause of action at the suit.

We have a it that a total divorce shall be

No. 649.

The doctrine and in the event of the

No. 651.

The criterion then in general is this, if the

No. 652.

In addition to her alimony, and

No. 653.

And in the divorce.
In chancellor the wife has a right to certain
other articles entitled her paraphernalia which
consist of apparel bedding and ornaments but these
appear to be cognizable only in equity.

The distinction between her paraphernalia 
belonging to
her sole and separate use of inheritance
and to her paraphernalia he may dispose of them
as he pleases during his life but once property given
to her sole and separate use she has no option.

Property to vest exclusively in a person or so as to 5th 393
exclude all the husband's rights must be given to
her sole and separate use but in particular form of
wills is absolutely necessary. Whether it was intended
to give property to the sole and separate use is in each case
to be determined by the words used but this intention
may be inferred from the nature of the property
and from circumstances. This whole article of this
kind watches plate pieces and the like is intended as 5th 393
female ornaments have been given by the father of the
husband to the wife on the marriage it was
determined that he must manifest the intention
that these were intended for her sole and separate
use so if they were given by a stranger to the
husband on her marriage.
Wife claims to husband's property. Paraphernalia, husband. But whether the property shall be paraphernalia, wife, or property to her sole and separate use must depend on the intention of the donee.

But, where articles of this kind are bequeathed to her by the husband, they cannot be regarded as property to her sole and separate use, the taking as legitime merely. Of course these may be subject to his debts. It is not even her paraphernalia in this case.

These articles of this kind are given by the husband during their joint lives, they are not regarded as his sole and separate property, gifts or presents at the time of marriage. In such case the rule is different.
In the event of the heir dying the life estate to the 2d child, if no child is absolutely at his disposal, but he can bequeath them in his will. A 343.
The 2d child during his life may dispose of the 1st child as he pleases, and formally, he might bequeath them, but as the law now stands, he cannot.

But the 2d child may be taken in by the 1st of the 1st.

But the 1st child cannot be taken by his brother, no, even the new dispossession of them. This was completely 284, 486.

紊乱 necessary apparel + holding. Indeed the courtly selling of all her apparel has been held a necessary means suitable wellbeing to her rank.

With regard to 1st child, in brief, there is no need to resort to Equity, for we have a complete and posted claim from 1st birth before or after husband's death.
Paraphernalia 2d clasp

Wife of the clasp are assets for the part of debt in the hands of the wife when there is a deficiency of other personal property not before. For to the clasp the claim of the wife is paramount to all rights except those of debt.

But there are cases in which when the wife has an estate in her own right or to compensation out of the real estate of the husband, or specially the land, the 2d clasp in eqy she is considered in eqy as a burden upon the heir pro tanto for the loss have here taken her prof when they might have taken the land in her right to the 2d clasp is preferred before the right of the heir.

But if the 2d clasp are taken in eqy for the payment of the debt, the claim there have indemnity from the heir. But in Conn this distinction does not prevail.
21st class of paraphernalia.

A settlement or jointure on the wife before marriage is expressly to be in consideration of the exclusion of all her demands on the husband's property, she has no claim on the 21st class of jointure after marriage in consideration of agreements made before marriage.

It has been held that she has the same claim 30th 395 of the devise of her husband's estate as of the hush. 18th 790. Where her paraphernalia have been taken to pay the Tola 251. husband's debts by specially bequeathing — This rule has 422 3. lately been questioned: The 30th cannot see 29th 355 1. why a devisee did not stand precisely on the same footing as a legatee.

If the husband pledges these para during his life 30th 395 to a 60: on his death she not the 84th has the right to redeem if after the pay of debts there is a surplus of personal property she is entitled to it to redeem the para. —

But if the estate is insolvent the 84th he may redeem.
The widow's right to inherit property as part of the inheritance of the husband is strictly personal. If she then dies not claim them her representative after her death cannot claim them. And if the husband had bequeathed them to her for life or limited to a third person if she does not accept the absolute claim of them, then no one can be called to claim them after her death.

In case in addition to the distributive share of the property she is by certain circumstances allowed the receipt a certain share of personal estate. This in 66 of debate has been very much extended.
Husband & Wife (102)

The Husband's liability for the Wife's debts:
1. He & she are jointly liable for her debts. 2. For life bets. 3. Sometimes for the dower.

If the Husband & Wife are jointly liable, then in event of the death due from her whole sole, but his 1732-1650. liability ceases on her death; unless said has been secured up to time before her death.

But if said has obtained at his & wife for any of her debts while she was alive, the Judge considers the debts due from the wife into a joint debt.

If then she dies before just obtained, the 6. must be set off from his debt, unless she leaves apots, and the 3. (P.M. 1949) rule holds, pending the suit. & even after verdict, 1. (P.M. 1948)

If he dies first & she remains, she becomes sole debtor, unless suit has been obtained of her for her debts, if the suit of the husband is not laked. 1. (P.M. 1947)
The principle of the husband's liability is this; by marriage losing much of her property she has no means left by which to secure herself from arrest and imprisonment.

136. Hence the courts in any civil action on money will not proceed to hold in custody a married alone in debt. If married alone she must be discharged on some bond.

But that rule does not hold when she has been sued while sole and married pending the suit. In such case as she was held to bail rightfully she cannot by her own not discharge herself. In such case the she may proceed in due form. sole to she is liable to debt alone it may be taken from matter on debt alone with

But in such case the to sued by a debt for alter

A.D. 1750 as to not hurt wife party.
If the husband or wife are both taken in pursuance of a debt or suit of law, she must be discharged; likewise in other cases. The mortgage must be kept until they have obtained a substantial bail for the husband.

If she is detained by arrest in violation of these rules, she may generally obtain her liberty by motion to the court to order the process to be returned; if necessary, she may be discharged by habeas corpus.

But she cannot be discharged on motion when she was sued and arrested alone unless the cause was notorious. Still less if the ejectment upon 21st June, 1803, was made by pretending that she was some sale 726 when she contracted the debt, in both these cases, she must plead her adventure.

If she shall be discharged on motion when the debt is an after step out of the process of the lawsuit 124 10.

Still, in this case she may plead her adventure to be discharged.
But when a joint debt is involved along with the principal, the law is different. If the husband cannot be discharged in his own right, the debt attorneys hold the husband liable, and the suit is not maintained unless there is some proof of the marriage being void, or if the debt is taken on after the marriage. If the debt is taken on before the marriage, the whole debt is not dischargeable. In the case of the marriage being void, the debt is discharged, but in the case of the marriage being valid, the debt is not dischargeable.

If the wife is both taken on final proof she is then liable like any other debtor in person.

Husband's liability for her debts:

She is personally liable with her husband even for the debt contracted by her while sole of the property. In the case where she alone incurs the obligation, she is liable without the husband. If the husband commit a tort during coverture, the wife is jointly liable for the tort only where the wife is both in fact and in point of law the only guilty party. If there should be joined in an action only where the proper guilty party is "she is not guilty."
101.

When they are jointly liable, during and for her lifetime, she continues liable after his death, if she be his sole survivor. In such cases, the husband's 574 liability ceases with the continuance of that of the surviving wife, and not of her representatives. If he dies first, her representatives are not liable.

Where he is liable alone for acts committed by his wife, the action must survive against him and not against her.
Husband's liability for the crime of the wife.

In case of simple theft committed by the wife, the conscience of the husband is liable. The reason for this exception is that the husband is not to be sought for in the doctrine of the law of clerks, simple theft being a wrongable crime.

But by some authorities burglary is within this rule. But burglary is not a clerical offence.

But where a servant commits simple theft voluntarily, both in fact and in law, she is punishable.

It is said that if she commits the theft by his command, but in his absence, she is not excused, but in such case he is an accessory before the fact, at least, if not after the fact. In such case.

Where a mere misdemeanor is committed, both she is liable jointly with the husband.
In case of a higher nature than simple
theft as treason, murder, robbery, etc., if the
defence is committed jointly, they are both liable. Hence,
if he commands her, both will be liable, etc. 4. 153.
164. 11. 26.

If she inquires the penalty of a second at the base of 1. 164.
(b) 2. 164.

The penalty, but she is to be sued together, for
the penalty is regarded as a debt. (We may suppose
the penalty to be remedied before a resolution.)

She cannot be an accessory after the fact under 1. 164.
of the felony be by the husband, on account of 2. 164.
the favor and all the law gives to that relation. 1. 164.
Because she is bound to obey him.
In all cases in which none of these exceptions apply,
she is liable for his orders as a mere slave to him! 1. 164.
shall not liable.
After proper & legal contracts, made by her during coverture, in honor or order to be performed

1 El. 431. frequently bound by her contract when she
1 El. 128. explicitly refers to her agent. If the part goes
1 El. 128. public notice that she will not be bound on
1 El. 128. her account all she can bind him for, and
1 El. 128. clothing, lodging, or medical assistance if he
1 El. 128. refuses to provide these. His debt in

2 El. 124. fact is then not recoverable in any case to

2 El. 124. this being bound.

The principle is that he is bound to her
2 El. 124. contracts for necessaries is that he is under an
2 El. 124. obligation to provide her with those suitable
2 El. 124. to her rank & the obligation on the law will
2 El. 124. enforce & therefore from force & duty the law implies
2 El. 124. an promise.

1 El. 350. There are four cases: namely, in which the wife may
1 El. 128. bind the husband on the ground of agent.

1 El. 128. II. Where he explicitly appoints before the contract

1 El. 128. II. Where he explicitly appoints after the contract

1 El. 128. III. Where a married woman usually provides
1 El. 128. necessaries for herself & family, & the husband has
1 El. 128. been in the habit of paying for them. Here the
1 El. 128. wife is said to have a gen'l authority. The husb.
1 El. 128. then gives an implied & incidental agent to all
1 El. 128. contracts of the same kind afterwards made
1 El. 128. & not unless he withdraws his agent.
When necessity provided by her coming to the use of herself a family, a married woman buys an article of dress to be made up & East 233 into a garment which is worn by her or by any member of the family or by herself. The by permitting thereof to be used she gives an implied agent

In all these cases the wife acts as agent to the husband & precisely the cases in which a servant 130, may bind the master. The wife binds the husband: 1244 in these cases not in the character of wife but in the character of servant. Agent.

While a few courts have been in the habit of making contracts of a particular kind with the husband of patifying them she gives her what is called a quasi credit & this credit cannot be determined by any private prohibition the action must be consistent with the authority given.

The same rule applies to a common servant.

If the wife not having a quasi credit purchases the article with the new knowledge & pays the debt 133, 132, 80. the law is not liable for the article.

130, 120, 126.
Town of wife to bind *Cust* by her contract

Of husband, if however the wife has born the child after the marriage, a any of the family has been in an implied contract subsequent to then, if she proves it makes no alteration with her obligation. She can indeed prove that the husband knew the fact that the goods were owned by the wife or family before knowledge is necessary to raise the implied

upset subsist.

1800. 500 If a person conveys by his own Act to himself 1830. money to redeem them the husband is not liable

for the money.

670. 606 These rules however suppose that the slave was in no default or neglect in supplying her into the wants but if the husband was at all for any cause except want of decency he is at all times liable.

1890. But intimidation is a sufficient cause for turning him away, if he does it he discharges himself from all liability for her contract.
But if he turns her away for any other reason or prohibition letter to keep in complete public a special will discharge her from her contract fall

In case it against public

If a man lives with a woman as his wife alleges her to assume his name and treats her as his wife the the she is not to sue his wife he incurs all the liabilities of any actual husband. If an action then of the has been for compensation provided for the wife the plea named in unlawful want remains is bad. This rule holds the

If knew that she was not actually the deft's wife

The rule is the same where an action is brought both of husband of wife for that committed by her. Indeed as before stated he incurs all the liabilities of an actual husband.

And according to some he + she may join to sue for debts due to her to whom the bond is made + to the fact of the debt + given + secured a person having a right of action cannot join a stranger with them how then can the wife join a stranger with her for has the fact of theft is a stranger + that a man may incur liabilities by an illegal act. He may not to acquire rights.
Power of Wife to bind Husb. by her contract. But where a widow brings a suit of
Husband. But when a widow brings a suit of
wife, the plea never joined in lawful
Dcalled a matrimony is good. As in case of an action
of seduction by her act of contract. The reason will be found.
Rex v. Wife. This rule is that she can acquire
the act no rights can be acquired.

If Husb. & Wife part by agreement, she is not
bound to supply her wife necessary that is
not liable to her contracts for necessaries after
it has become known in the place where he
resides that they have separated.

This rule supposes that the Husb. has allowed the
wife to separate maintenance. The
principle is that the separation with the main
Receiv'd. Tenancy in a reversion of the good estate
given by the marriage.

Before the separation is jointly known in the
place where the resides, the Husb. is liable, as the
no separation has taken place.
If the wife has made an additional settlement, the husb. is entitled not liable on her contracts (after the settlement has become public), according to law, the settlement of a husband necessary, that the settlement they have become public, but I think the contrary is contrary to principle. This is a private convention of the girl's credit given them marriage. All between the husb. husband. The settlement is a perpetual forfeiture of her claiming upon the husb. Not so between husb. husband strangers until it is public. 

But when the settlement has become not common strangers, the settlement continues to make no difference whether the settlement was made before, before after marriage. The rights of the wife to be enforced until upwards 3 years, but is not a perpetual forfeiture. If the wife after 3 years, offer to return,husb. refuses to receive her, she is afterwards liable on her contracts for expenses any. 

The prohibition to the contrary notwithstanding, but a prohibition to certain individuals will discharge him from his contract with his wife. If she misconduct she may not elect creditor for the husb. (154, p. 109) 4 April 1876. 10th Feb. 1876.
Wife's power to bind husband by her contract

The case is diff. where a hus. procures a wife to remain in his own house notwithstanding her adultery. In such case the hus. is liable on his contract for necessity provided the person trusting her did not himself know of her guilt — or by leaving her in this situation he gives her a priv'iate faci

LD 220. credit

2 Eliz. 1674. The hus. is not liable for her necessity during a simple elopement still she is not liable for she is still under the legal disability of a wife — the law in this case times her peril.

184 P 338

It was once held obiter that if the elopement is adultery the wife may bind herself. But she cannot by her own misconduct impair her legal ability or impair the husband's.
Physick not to In a very case of human error she may deprive herself of the right of being trusted on her account, but in all other cases she cannot be deprived of receiving it if the husb. refuses to provide them she may obtain necessaries on his credit any prohibition notwithstanding.
Husband + Wife (104)

When husband + wife separate by agreement the husband agrees to supply her with necessaries &c. 23V148 but where the hus. does not duly pay that allow. since his liability is removed the counter of his dependence from liability is broken.

"How far a feme covert can bind herself by her contract? of feme covert courts 1664 he bind herself a her property by any contract 182624 whatever. This is a genl rule of the principle 181157 is that as the law has in favour of the hus. deprived her of her of her property + of the 1811570359 contract, if it she is as the ought to be 181182336 345.6 3950c. 181157101.

If she might bind herself by her contract she might be imprisoned + thus the husbands rights violated.

And if she could bind her property the property might be taken away + thus the husbands rights to the property violated.

A reason frequently given is that the husband is supposed to force her to make contracts that she is under the coercion of her hus.
The wife can bind herself by her contract.

But if a woman having signed it did not deliver it to the husband, she is bound, for the delivery is the same as making a new deed at that time of the deed to be effect from the writing.

Her leases are only voidable if it is therefore capable of ratification without delivery.

This exception is allowed for the sake of agriculture. The rule supposes that the leases were made by the lease alone, and have may at any time during the course have avoided it.

But the wife during her cannot avoid it, but after her she or her representatives may avoid it.

Hence, enable, the wife to make a lease for 21 years, all shall be absolutely binding.
If a married woman makes a lease of her land and survives her husband and ratifies the lease she is liable on the covenant in the ratification validates the contract at.

So if lease is made to her tenant after her death, she becomes liable to the covenant in her estate and not of the land. Seco collateral covenants of the purchasers are incapable of being revived, but she can become liable only in virtue of her estate, the collateral covenant is unconnected with her estate and therefore do not bind her.

If an obis is given to her tenant at after herdeath, she may waive it in the case of all of her estate only to the Rep'y of the husband. 12 H. 10. So the defendant operates by relation.

If a wife is made to him and after her death may desire to the purchaser in the case of her estate will cause as an estate in the custody of the representatives of the husband — so by the waiver her interest is gone at
How far wife can bind her husband by her contract

By statute, in most cases, women are not entitled to hold a

large estate or to be able to the

same of him on the second hand, second

but in that only may she deserve to and may

insure the estate, as by entering the taking

the profit.

...more generally, be the other

same is the husband? And wife are only one

in law, and in this case make but one grant.

...at secondly, and each of them at the same n. once to a. 2

May be by the hand will take or grant to

vide est enunt.

...of some sort may make such conveyance of

law in possession of a particular thing,

the condition he is that she shall make the

conveyance, and when they are granted to her

on this condition—Have her privilege

be an injury, which not they the rule

she can come to prevent a forfeiture.
In case of wife can bind herself by her contract.

wife
may have husband to contract as a free sole, so if
the wife is bound while the husband is free. The case of
the case is, as far as regards her home to bind
her contract, she can now be said a
Cf. Big. 127
such the wife be married & held to have a required
a. 1274
regarded as civil and temporal. In each of
the case, there is no reason for treating her
as a free woman. The husband cannot bind
be injured. & besides for her own safety she
ought to have the power of binding her.

More 666.

1 Prov. 676.
the may contract as a free woman, for the husband
has no rights over her. &. Good law may be
not. 3. Good law may be

And it was once held that if husband's wife separate
by agreement with separate maintenance that she
might live at her own house. The property as a
femme sole. So that case the contract was
for separation. In Equity it is agreed that she
may bind her separate maintenance.

But the rule in 1716 is overruled. It has been
Marked Right
that Mark's CLR does not in precedent overrule
8 TH 612. 2 BLR 1779 1187. 4th & Practice, but this is a mistake
CLR 605. 11. 766. 11. 8 BLR 307. 830. 3RCL 937. 11. 807. 86. 2 Mark 110. 76.
The case that contains the case just given was Bear v. Bear. In that case the husband called Wife the reason that has separated my argument. The husband maintains that the husband is not liable to the wife unless he is bound under this contract.

The judge states broadly that under the law, the husband is not liable to the wife unless he is bound under the contract. He also states that the case of Bear v. Bear did not apply in this case. The reason for that is that the wife lived with the husband and was held liable at law for necessities. This is the foundation of the decision in that case.

The case is in England, and the wife was held liable at law for necessities. This is the foundation of the decision in that case.

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Husband

wife

 Conjugal property of the wife or her actual property held to her sole use may be applied by

Book 40: 1 a b of equity to the discharge of her debts, the same to no express respect concerning the 35th.

Book 21: But even in the above the above is mere in passing

Rev 9: 370 - among the living

55 of 477

and, in the case of education, separate maintenance

50 of 362

is a liability at court, or the wife or by her own

a 113. -


42 L 279: of some small thing refers to from the debts held by

66 to 244.

the separate maintenance is now held by

51 to 112.

the continuance there at law in Equity, to

(ante 116)

1 Coop 7.

But if a person resort where the hus w. "a has no

163.

loss or a fine is allowed "time recovering line 8

183 800. bound to 67 the hus & wife "now at

128 6. 316 " the time the continuance is there is not to

67 341. -" not to to another to join a part of the after

82 221. hus w. $ by Equity, the being no party is

as not stopped by the record to deny her

1 Bae 102.

hus not in fine of divorce the has he an

15 266. having defeated at the hus w. death is death.

1 Ch. Pet 443: on the score only of remarriage in the case

16 47.

And if hus w. both are bound by it.

3 Bae 483. both are bound by it.

1 Bae 362.
This is regularly the only conveyance by which a person can set his claim to
substantiation, but she may now virtually acquire title by effecting a power over
a use. This is effectual both at law and in
Equity.
By a declaration of trusts but this latter
mode is effectual only in Equity.

But in neither of these cases does the law
require it convey his own property into the
proceedings, or if it is a conveyance by
her of another's property, that is merely the exercise
of a naked power,

Now a former covert may at law create a
power or authority over another's estate, and the
law, or by the same principle, the
may execute a power retained by herself or
her own property, if she may convey a virtually
effectuate her own real estate but to what
law 20 to 26.

The form in the first case is that of deceiving
herself, the form of the second is by one body.

The proceeding is thus a remuneration for marriage convey the real estate to
her self for life with remainder to the
use if such person or the estate by any
writing or delivering a devise without
now she may make a will in form appointing
her children be 25 to take this use, or the
affirmative that the remainder after the life
the remainder of the estate.

- they take under the original kind of settlement
- 1836.
How far wife can bind herself by her contracts?

Husband: Shall declaration of a trust, the defect between the wife and her reasons is that the word trust is used for

Thus, a woman, before marriage, and indeed contains her interest of trusts in trust for her separate

We hereby, and we hereby, in trust for such person as the

She shall, and she shall, will it by writing in another form of

the original deed. This is only in equity. Then

We may instead, I may, and we may make it binding in form of a will. Thereupon this shall take effect

the original deed. This is only in equity. Then

We make an agreement to make such arrangements, a settlement.

This will in equity be equivalent to an actual

settlement. In case of a declaration of trust, it is

that the trustees shall convey to the settlor in title

the legal title; that is, if equity will compel them

to do.

The thing mentioned in clause of the real estate.

But in equity, the same estate to be conveyed under a

true agreement by the husband, that it shall

be held during coverture, not so as if we take the

is avoided by the marriage.

The estate does not affect personal property, 
+ therefore this may be done. But that it actually
does not affect personal property, but that the husband

+ separate use.
The being married a female to convey the free (Netwife)
of another without any title to the house, land, or
a more instrument, the gift of the house
does not at all affect her own property
in her husband's rights.

With regard to personal property, she may contract one
between herself and husband; and if the property be 135 by
her husband, to take the rents of the property in the event of the 2400
husband's death, she is presumed to have abandoned the rent.

If she be 2400
entitled to all personal force, she is entitled to her
compensation, but this presumption may be rebutted
even by full testimony of her then the husband will
be compelled to pay the old rent. 4a —

4a. Unless cause of devise her own estate by Eliza. In 2400
the event of 234 death, assumes that from cause cannot be 2540
devise their own estate. In this cannot devise and relate 4, 300
even the whole to their sole devisee 4a —

4a. 196 3 4
Cinci. 2
2540 sec. 386.

In brief: a married woman may devise her real estate, and she
be repugnate law, and even under the old at of 430.

196. It was once held that she might devise, but else 430
the decision was overruled.
Wife's power to bind herself by her contract of marriage.

Wife cannot make a will of personal property. She has a right as Adm. 4605776 might be affected besides her disability.

2 East 552. As the rule is sometimes expressed she may bequeath 40 personal debts will she hold at her own consent 190 of the husband she cannot bequeath them even with the consent of the husband nor can she part any beneficial interest in them - Pigott 116.11. 301. East 393. 2 BL 1493.

This is nothing more than the effect of a power to appoint an executor.

1. Pigott. But she may in equity bequeath personal property held 1645261 to her, sold to the wife at her own bequest may be void 186 555. on the 6. she knows nothing of property this hold.

5. Pigott.
3 Ves 765.
191. it is so that she may bequeath her paraphernalia 4 Rev. 26.6 273 262.2.
4 Rev. 46.
1. H. 47. But she may bequeath any kind of personal property 1. Mod 4181. in her own right with the husband's consent 4 2 BL 49. own her personal property 176 at law. This consent 2. P.M. 52 is the effect of bequeathing act 1. same validity.
816.
1. Ves 245.
1 Mod 217.
2 BL 498.
1 Rev. 49.
101 III. 707.
The facts to a deposition to be of importance, will only require to be after the proposition will not indicate the correctness of the deposition. Thus, if there is an ability to indicate whether or not the deposition is correct, then the deposition will not be void. In the husk? can have no right to demand over the husk after his death. Big agent, therefore, is merely void and then the case is the usual one of a will made by a person during coverture.

If a few marriages a will exist after marriage money and does before the husband's death is reached. In all cases, it is essential to the validity of a will that it be held to be revocable at all times revocable, but during coverture, the court may revoke it for the act of revocation. It itself be void, as therefore of the will shall be considered of. Good she could not revoke it, the law revoked it.

But suppose in the last case she has married the husb. landlord does the will revise by husb's death. The same to 2. Revocation is void, she has been requested, but she has been shown to 2. They revoke it. The law is, therefore, to the extent of 2. He requested as she does not revoke it. She intended to allow it to stand, but the opinion is divided. It will mean by a woman during coverture to not be revocable by husb's death. The husb revokes it; the opinion is divided. It will mean by a woman during coverture to not be revocable by husb's death. The husb revokes it; the opinion is divided.
Wife's ability to execute power

A naked power is one not coupled with an interest. Where she is a mere agent and no right of her or of her husband is affected.

If she execute a power where an interest is coupled to the power, the power provided the interest is substantial, to the husband or deed not show him. Suppose E is the husband, B desires to convey to E, but the conveyance is subject to her own right and not affected. She has to convey the merit legal title in E. But when the power goes to a person who is not an interest, the power is not coupled with the same executed. Thus any estate to be from 11 and B, the conveyance is not coupled with the same, and the conveyance is subject to the husband's interest. The law will not allow him to do. If the wife's husband be dead, he may not execute the conveyance, by deed or virtually devise it at ante.
Contracts between husband and wife

The contracts between husband and wife were once looked upon as
an at 67 a matter of 7th or of 7th. and were often before entering,
and now them are dependent by the father or marriage.

The artificial reason is the legal unity. But the more
rational reason is

1. By the legal union the right of the alienation
was in what the law does one of the same person is
and that can be no action between them and the law
may acknowledge a right where there is not at least an
original unity, i.e., a unity at the time of making
the contract, and therefore the right.

2. If there could be a reason that recovery of
will be perfectly regulated by reason of the
husb. right to the wife's property. If husband
could recover damage as the wife he can
find nothing to satisfy his debt except what was before his
3. If the policy of the law does not allow of suits between
husband and wife.

If a married woman being the wife of a man who is an
action, becomes by a deed of the will, the fact is
the same as elsewhere. So the wife cannot continue
the action by the husband. Besides, the trust
declares on the husband.
After party obtained at a debt he is taken 
6639. to be & imprisoned; the wife of the debt becomes 
the surety & must be discharged for her husband as on 
levelee under the same case. Besides, the 
wife cannot hold her husband in jail.

Corkel 25. There are exceptions to the rule. In breach of 
the rule in contracts between husband & wife delectes, 
contracts are voided in law they are still 
voided in all cases, void unless justices be an 
Exception

Cotter 25. It is a rule of not holf from husb. to wife directly but
real 12. to be void and unanswerable in Equity. The rule is 
found, founded on the right of the husb. to the 
husbands; in respect of the impossibility of a coercive 
remedy between them. The law does not acknowledge that

16th 176. But now in Equity, a husb. may convey back propy
28th 176. to the wife & null of the title and they divest them
themselves with the satisfaction of title.

Cotter 3.

30th 72.

14th 176.

2 W. 35.

2 W. 66.

But even now in Equity such a conveyance cannot
be made, be void, unless it is limited to her sole & separate use.
2 W. 66. from the moment when such a conveyance to her
1st mon. 176. can be made. She becomes a mere coheiress with relation
1st mon. 176. to that property except for the burden of devise.

2 W. 96.

102.

2 W. 157.

Pr. Debus 16.
A deed of land directly to the wife is at the rate but $28.37, 50 c. in convenience of near property by the heir to the homestead. The use of the wife is at $1.25 valued. But the $1.25 is not destroyed. 

Sale of land directly to the wife is at the rate but $28.37, 50 c. in convenience of near property by the heir to the homestead. The use of the wife is at $1.25 valued. But the $1.25 is not destroyed.

Again if a heir to encroach a wife's interest engrosses $28.37 to allow her a part of the proceeds of the interest $172.64 she will be enjoined in equity. The heir is enjoined.

As giving this property to her sole possession is to her, $495.

due to the heir,cases she may have her heirs, in equity.

by her next friend and any one who will appear in her behalf or her next friend.

An adverse claim is good at law. The claim is good and valid.

If one claim is good in equity. This is more of a gift to the heir.

If the heir is good the husband being her husband he is the heir and not in law until his death. He is the heir of an adverse.
If a man omits with his wife rent to inhabit a house, and in the property, the man in equity be punished

1 Heb 3:4

reconciling at law. Such covenant is void for

Am 5:7

that law, the only remedy is by action, but a loss may not in law injure within

If a man and woman are of age, between 16 and 17, or

Lev 18:6

the separate property specifically assigned in their individual

Gen 1

If then the house in possession of such agreement attempts

Ex 19:16

to compel the wife to live with him, she may be

Ex 22:20

to be discharged by habitation or by having 4 if he afterwards intends

Isa 1:20

if he may be punished for contempts

Ex 20:14

be bound by such an agreement only to the extent of

Ps 54:3

it by an agreement to the separate relinquish any

Neh 26:1

rights to the property

Contracts before marriage

Deut 24:5

If a man is indebted to a woman to whom

Ex 22:28

be afterwards married, such money or such the wife

Deut 23:14

either cow to

Lev 21:7

a woman before marriage of manners best dies the

1 Cor 7:10

he is not entitled to a personal right and

Act 18:2

suspended by father, father in-law and of course 1
...the alleged to a bond for being a woman raises one of several realities: the whole debt is discharged. In course... To maintain... 

For even though the debt is between the debtor... the alleged wife marrying but each pays the whole... 

But a distinction is taken between a contract made before marriage, stating a duty, and the breach during which one who does not create a duty, until after the subsequent marriage. 

Thus a covenant that has been made after the death of the husband, in this contract: 17tells us not at law discharged by the marriage but in this marriage. 

One of a bond in equity by having before marriage 28thMar 28th., the parties to have due notice with a certain provision. 

Now, if money to have sufficient due in the case? 29. at law it is goes in equity, but the bond and 20th, 97, creates a debt in presence. In the time of his life in these states such a bond was thus determined to 29thMar, 142. 

27thFeb, 325. 

Consp. 177. 

Gent. 511. 

5 Th. 3, 81.
A woman may by consenting to a prenuptial agreement in contemplation of marriage reap the benefit of 1 Edw. 3 Stat. 6 cl. 1. Such an acceptance was always held not to affect the husband's interest in the marriage settlement. 2 Bl. 1328, 1373, standing —— hence the contract took no effect.

1 Edw. 3 Stat. 6 cl. 1. until after cohabitation.

The English law relating to the jointures having issued 3 Edw. 3 cl. 1. is regulated by 16 Edw. 3 4 Bl. 138 and under this act the remedies to a jointure so as to be donev are these four.

1. The jointure must be in the terms of the contract take effect immediately on the death of the husband. 2. The jointure must be for her life at least.

3. Must be set on herself directly not in trust for her.

4. Edw. 3 cl. 1. 4. The jointure must be express to be in her.

2 Bl. 1328 cl. 1. fraction of her whole dowry. The last remedy is the subject of some questions but I do think the sale correct.

Contra

16 Edw. 3 Act.

Wright, Sir

Note.
If the wife agrees to accept a gift by
devise during her own lifetime instead of during the
after death of her elect either the gift or
bookend the devise.

Bom. 480
1st Ray 83.

Saw 358. On the point whether human evidence is admissible
Eq. 219. to show that the devise was in instead of during when
Daw 366. not expressed so to be there is some diversity, but it
Brooks cannot be admitted.

Daw 366.

Daw 408. But the devise is not expressed to be in
book 125. bar of devise yet the widow cannot have both
the devised property of devise of the husband devise away all his other property, for this is
devise evidence, and in the case of the devise that he
intended it in bar of devise.

Dav. 480. 48 And it has now become a rule in Equity that
Litt 97 marriage contract agreements made by husband and wife
1st Bom 444 before marriage are binding

43. 5
...light and power over the person of the wife.

If a false report is injurious to her person, the husband has a sole right of action for the consequential damages. The husb. has a sole right of action for the consequential damages, but the action will not lie in his sole personal right as before, for joint progression is not.

He in slander of consequential damage is sustained long after the wrong maintained. An action in his sole personal, with a few years.

So far as we can.

It is remarkable that the person, in those cases except slander are trespass or most cases, but this is contrary to principle, and in all the domestic relations where a good word is laid in the English practice the action is trespass. But where a good word is laid the action is usually...

But to maintain an action there must be a marriage proved - a marriage de facto is not sufficient: a legal marriage must be proved.

When the hus. wronged to such an act as that, there is no right of action in the hus. The maxim applies, "volenti non fit majorum."

It was once held that if the husb. himself left in how incontinency it is a bar to his right to this action, but now it only goes in mitigation.

WB. 35th. 41st. 35th.
But 27. If a husband slays his wife, he shall not stand before the avenger of blood, but shall flee into the land of Egypt where his brother is, that he may not die in the presence of his brother.  

But 28. He that slayeth a man in cold blood should as this one have blood upon his head.  

Ver. 29. This is the law of all that inherit the land, that the avenger of blood may slay the murderer at the mouth of the avenger of blood, so shall he flee into the land of Egypt, where his brother is, that he may not die there.  

Ver. 30. But if the avenger of blood pursue him, the avenger of blood shall slay him at the mouth of his brother, where his brother is, in the land of Egypt;  

Ver. 31. And so shall the avenger of blood slay the murderer at the mouth of one that ought to have saved him in the raising of his hand, that he might not slay him in his blood.  

Ver. 32. So shall your blood be upon your own head, if ye slay any of your blood who is near to thee, that is the avenger of blood.  

Ver. 33. Therefore shall the avenger of blood slay a murderer at the mouth of a murderer, at the mouth of one that ought to have saved him in his blood.
The wife may prove her mitigation that the husband treated her with cruelty. The act of misconduct as a former deposition may show whether the misconduct was before marriage or from the nature of the action she puts her character in issue.

But the defendant may prove in mitigation any misconduct before the offense charged as she his 15th 61.

According to the law the husband may give his wife moderate correction for her misconduct, 14th 61. 4th 61. 4th 61. 13th 24th 11th 11th 11th.

But the husband may now allow to beat his wife violently and to threaten her with violence of his body, she may make him to the peace or obtain a divorce (habitual) under 13th 24th 11th 11th 11th. A divorce of this partial divorce must be made by the Legislature (her).

But by the common law it seems that the husband may not violate any violence towards her, if he does, she may bring him to the peace and receive such if the wife loses the 13th 61. 6th 4th.
The right of personal chastisement has first antedated 1643, on the time of the 25th and since then it appears to be 1648. It was among the profusion that the husb. may not
abolish beat her.

Stamp. But he may still restrain her of her liberty for prof
conduct, with have 1847.

Bun 634. But if she is restrained unreasonably, or with cause
extra 98, she may obtain her release by habeas corpus; but by
her next period,

Sect 15. The husb. may justify a battery in defence of the
629 wife & vice versa. And it is by defence in both
habeas corpus precisely like self defence.

As husband & wife may testify for or against each other.

(215) The respective cannot testify for or against another
person for their acts or one flesh. But the reason of such
acts, as the union of the hus. are done and in the
last they are policy prevent, these testifying eg lost
We 745 another & union of interest prevents them
likewise for testifying, for each other.
How far is clear? I W may testify for an ag...

She said this was true, that she was as

If an action is laid by a wife against her husband or any one to her hurt, thereby putting either up to him self, of the wife, a wife, or he is not liable to be called to evidence. Thus if touched is the age but if the tort or any part committed by another the court, if the committed the tort is not evidence of the

The strongest reason is the policy of the law altogether in favor of maintaining the tranquility of the home and avoiding

An action from exclusion; the offences of the husband

In such case, however, the circumstances with the fact, was not favorable as evidence of the age.
How far must a wife may testify for
her husband?

Whether or there ever in any case between the parties allowed to give evidence will,
many persons...

Revised: the other.

Petitioner is concerning the state of the law as to be the legitimate son and
before he was married to his mother now to may not put
in evidence of her marriage with if for this
not to charge him with bigamy, whether not to
charge him with the crime of bigamy.

And in one case it has been held that if a
wife has been examined in a case all from
the nature of this case must have been known to
him the wife may not be called to testify for
him in the case against him. But this is not
true. The only reason given for this rule is that all
owing her to be thereby called for to available of
bigamy, but the she does against him for the what
he says is not true still he may not be guilty of perjury.

Patriarch. And women cannot...renunciation

Clause: the false wife took place during the marriage but
the is a competent evidence for him or for hen
as to fraud in the look before after divorce
the reason of the former breach of the rule is that if
the law shows that the wife might be called for
fiat and not what is: destroy the confidence only
right to exist between husband and wife.
4. It is a good rule that no party may testify for himself or be a witness against himself in a civil action, but the other party may testify for himself or in behalf of the opposite party. But this rule will not apply to the testimony of a married woman. Because her testimony may eventually be given by her husband. For if she can testify in chief, she may be cross-examined.

If a married woman brings an action as a part of her divorce, if her husband is not present by her husband, she may not testify against her husband. Because this would be testimony against his wife's interest.

Exceptions to the rule

II. Where the husband is included as a party to the suit, it is to be a competent witness against him for the duty of allegiance is higher than the duty of the oath.

This rule has been doubted and I think rightly.


If a court has ordered a marital petition

"This, if the defendant, is a competent witness against the husband. If she is present in the place, which will make the judge to the place for诣服 in the matter of testimony, the opposite party may testify and vice versa, where she will testify. It is not clear, but is here clear.


The rule 303.

1. Ex. 304.
In what case, it may testify for any one else,

2. Prov. 1: 27 Where the heart is exercised by the public
with personal violence offered to the wife the
better opinion is that she may testify against him. There is now the same necessity as in
the last case.

1. John 20: 29. BBL 1287


IV. In case of abduction or where a person
freely takes away a woman and has her consent
by her to marry, the wife may give the
abduction. But in a case for the
abduction of a competent witness for her (Ancho's dilemma)

If she is rejected it must be taken for granted that there
was a legal marriage so that then he is not guilty.
If she is admitted it must be taken for granted that she
is not his wife and therefore that he is guilty.

1. Mark 12: 16. BBL 1287. W. If a man marries a woman, a former wife
living at the time of marriage, the second wife
may testify in an indictment of bigamy if
she has not been living with any other woman.

VI. In actions between their masters the wife has been permitted to testify in favor of or to lay a foundation for a civil action against their, but when the action is brought up the husband her testimony cannot be used.

But when her evidence is thus rendered to her husband she cannot testify.

She can a wife testify in a criminal case against her master. She is her master's servant, and as such sentenced for the crime of the master, and if such a crime were committed by the master, the wife would testify in favor of her husband, and be found guilty. She has the same right to testify for her husband as for herself, and consequently affects the master.

VII. Declarations of the wife on subjects falling immediately within the province of a wife have been admitted to be done by others to subject them to. But this rule of law has been to be abrogated and all the authority noted are Pray principle. The wife's deed is admissible as the deed of if an agent to all the acts, but the rule goes much further than. Camp's act 997 997 ought not to be admitted.
VIII On an indictment agst the hus. for the
murder of the wife the declaration of the wife
specifying contemplation of death are admissible agst the
husband (or, for him) his decd cannot operate
until the relation has ceased.

This case cannot be distinguished in principle
from the 34th case—If she is a competent mind,
in a proc agst him for violence offered to her
dying decd must be good evidence (when
dying decd are admissible at all) to prove the
same thing.
In all cases he may, if he wish, form a joint

estate with the wife, in which the name of
action relates to him as his mortgagee, he
being not the mortgagee. Or if she may not
she must not join.

It is a rule that where the right of action

in the husband is in the event of her surviving him the wife must

join him as a joint with her. For if she does not join in herself a new right of recovery so to speak,

that of the child she is losing the right the right and survive
to her representative who will destroy her rights.

Thus in real actions to recover her lands both must join
she must be joined for the right of recovery of

surviving. She can never sue alone.

The first right then to recover her lands that right is

her term for year. surviving to her in case the husband

survives her. The land in the event of the wife's death

belongs to her. Before marriage she must do with the land

hers. If she is in actual estate, then she must

take notice of any purchase and if she is in

purchasable for her husband. She must be

in the name of the mortgage.
(146) Where The husband must join at law.

To at once to recover rent due to the wife while
she Lived, she must join - they not survive like any
controversy right of action

Ex. 11. p. 1
1818. 15 John 479.

But under 27 Had it, there is no reason why the tenant
for by that if the wife is absolutely parted with the land
and in this is a stat assignment it must not
the stat assignee like every other one in the
name of the assignee as Const. twife,

Ex. 25. In a promise made to the wife whose they must join.
Comp. By the promise is paid for a past promise
1871/18 survives as well as any other to the wife
3.5 647 As for title, everything when he a husband when the
11.6.47 they must join. Thus battery, slander, libel, theft, in
2.16.1. not the property, etc.

The reason do for instance to the property of the wife during marriage,
Ex. 28. 32.8.
21.6.47 they must join (except when the suit is for consequential
damage Rest)
11.0.3.3.
8.5.6.
10.4.4.
11.7.4.
1.3.1.3.4.
Ex. 28. 32.8.
21.6.47 they must join. The husband is her
11.6.47. 1 waste is an injury to the inheritance with
no survivor,
In a suit for setting fire on her land the mens rea is a permanent injury to the property of the wife.

Common authorities do not support him in 18.66.66. the action was for cutting common emblements. In 2 Venti it does not appear that the injury was permanent.

1 Sm. 2,37. Mater Domestica Relatio. 133. Bottom 2,13. 16 Pick 2,255.

But in actions for destroying emblements growing on the wife's land the mens rea must be shown by the alone for they 2 Venti do not pursue to her, it has been said that he may sue alone or join with the wife.

10 Ruther 469. 18 Pick 2,116.

In an action for injuring grass growing on the common the wife's land the mens rea joint for the dower being 2,255. to the clerk of emblements and of the base it in growing the grass she is entitled to the replevin.

In a suit for the chattels where the commission is 320.651 before the marriage she must join for at the time of her marriage she was a tenant in common.

If the chattels of the wife are found a lawful help before marriage + committed during the marriage the wife must sue alone. 16 Pick 107.

This was not for the principle but because of the contradiction in the authorities. (see 74) 1 Ch. 3164.5.
If when the husb. may sue alone or per, No
girl rule can be laid down whi. will embrace
them for if he takes a distrb. for rent due to the wife
while he & the distrb. is unescd. he may sue alone
for the rent or he may sue the wife. He may
n. clear as the & the distrb. if his suit he
is in set. for. So he may treat the whole
concern as on his act & consider him self as agent

**1 John 4:19**

On an action for rent springing out of the wife
Comon by law during coverture he may settle one alone
If 27th. a week. to the wife. It thinks n. thought that
If 27th. the rent. due. To the wife. The right to
but on principle the rent. desp. survives.
17th. own. But the usual thought is that on the debt
Could & not arise during the marriage the wife. Has a right to head
Then by the debt as his own. To act n. n. unless he rights

**1 John 4:19**

To an obligation he is under the law. And wife
during sea his may sue alone a few ed. for the
must has a right to defend to an interest or
the name of husband? The wife he reports to her
joint interest.

**1 John 4:19**

That wi. he the term is such ear. If he makes an
election on part. A implies. He here to best see the
his term. To the interest. The men of idle is that
ends they give are drawn from. We if goes to him. are
If a grant is given to the wife, she will only have the right to enjoy the land or house as long as the husband is alive. If the land or house becomes hers on the husband's death, she may treat it as her own.

And in this case, she may describe the land or house as hers, and the legal effect is as such.

If a bond is given to the wife alone during her lifetime, the bond may be used as a gift to her by the husband. The bond may be used to make payments to her during her lifetime.

In such cases, the bond may be used to make payments to her during her lifetime.

If a bond is given to the wife during her lifetime, it stands on the same footing as an obligation given to her during her lifetime.

If a legacy is given to a wife during her lifetime, it stands on the same footing as an obligation given to her during her lifetime.

It is hard to say that the legacy will survive to the next owner. If the husband's death occurs during the wife's lifetime, the whole interest of the husband may be rebutted by the executor, to her interest.

[Handwritten notes and references to legal texts]
When the wife may sue alone or may join the wife,

The same rule holds of a distributive share

3 Inst. 564 acc. to her under the st. of distribution. If
however, the hus. is obliged to return to a d. of
14th. 351. to receive the legacy, that it will not interfere
576. with her, unless he makes a resolvable provision for the hus.
2 B. 410.

For will

1749. 3.

3 Inst. 692.

Rev. 97. 283/ an act & here lies, at law to receive a legacy

3 Inst. 692.

but if the legacy is given to a trustee for

3 Inst. 322.

the wife, her resiut must be had to Equity,
2 D. 335.

3 Inst. 695. 8 Br. Ch. 195. 565.

5 V. 728.

Seth very recently however that to have men,

576.

2 V. 728.

inhabited in favour of the wife except where the

10 V. 576. hus. was unfit. but it has been determined that

William 521.

where a legacy is given to a woman & the hus.

490.

may maintain a bill at law hus. &
the hus. for a provision out of the legacy.

Rule the same when a distributive share accrues to
her during curtesy.

Seth c. 77. 305. Where the wife is the mortis causa of action &

Seth. 251. every such promise is made to her hus. the hus. may

3 Inst. 61.

see alone a join the wife for by his behalf he

C. 6414. may confirm the promise according to the form of it.

Seth 114. But if the instrument must concern a he can't

C. 156.

William join her, then must be an express promise to the hus.

Seth 114. in the mortis causa.

C. 156.

The contract does not here survive to the wife Seth 114.

C. 156.
But when the husband does the act he must show it was done in the face of the debt. Wife is, he must show these facts will show that he did the act with a right to join the wife. So if in canon not 34 the

in the 34th canon a statement as the sum requiring as cause of debt of action appears in favour of debt. Thus in the case in 1845 the last case the 2لف must state that the promise 2لف131 was made to the wife — This rule can apply only to a contract or a simple contract, or at least to cases where the act is on a simple contract. Where on a bond the bond must be described as given to husby.

When the debt is joined

When the wife is the plaintiff and action the test of the

Then in 1846 a case for a contract and

in books 1846 — If the act is for the immediate

injury done to the wife, the Husb? Wife must join 2لف181.

In this case however the action must always be joined with the husband.

In the case of 1846 the bond the action will not be joined. Dec 1846 of the bond and action. The form of this action has been 2لف1207n

Husband in it arises but is purchased and 2لف is acting in this 2لف131 in 1846.

2لف in 1846.

1846, 12th 1846.

If in 1846

If in 1846

If in 1846

If in 1846

If in 1846

If in 1846

If in 1846
Where his wife cannot join at all.

If however they all join in an action for damage to his, they will all find several damages on the husband.

They will be allowed to take out suit for the damages caused, in the battery of the wife if it was to the wife they were properly joined as to the battery on the husband. There is now no difficulty. In dealing indeed, the fault is on the husband.

And if the jury find the battery as to the battery of the husband, the husband is not guilty, and damage in the battery of the husband will be out of the wife's hand. — Surely how the joins he was proper.

If the husband of the wife makes a promise to pay the debt in consideration of being an action on the case this express promise must be kept by him alone. For the condescension from the husband the promise supposed to be made to him.

...
If the wife dies before the wife the tax collector comes to the land, it must be divided the settlement due to the wife in one portion to her legal rights. But if the deceased wife was married, and the sale is made to the land, the land may be divided by the deceased wife in one portion to her legal rights.

If his wife dies or in an action founded on contract with the land, and the declaration shows no interest in the wife, then the declaration shows no interest in the wife, and the land may be divided by the deceased wife in one portion to her legal rights. If the action is not a mortgage to the land or the land, it must appear that the land was not.

In this case, the declaration was not good as the interest may be new and the land does not appear. If the declaration does not appear the is 7, it because that to agree. If on going demonstrates the deed is false, then there are two parts. If only one of them appears to have any interest. This is matter of entitle land. In Croper, it was held that the defect was not aided by verdict if on principle, I think this is the better rule. (Note 151)
Husband
Wife

In what cases they are to be sued as debt jointly.

If the cause of action is such as it involves an estate in the property of the husband, the plaintiff must be joined as defendant, for otherwise he is a stranger to the property and might sue alone the husband alone, he is attached in his own right of recovery; if the husband dies pending the suit he is then liable by the rule of law he is liable during the coverture, and if the action is brought to recover a debt due from the wife while alive, the must be joined.

Consett 133. 394. 67
Comm. Dig.
347. 67
Hab.
847. 67

When a debt is due from the wife before coverture, liable to the same. This is like every debt due from her while solus.

Consett 133. 394. 67
Comm. Dig.
347. 67
Hab.
847. 67

In such a case the action must survive against her.

Consett 133. 394. 67
Comm. Dig.
347. 67

If acts committed by herself during coverture with her husband, but not in which she must be joined the action survives against her.

C. 561. 1 Will. 49
1527
Comm. Dig.
847. 67
1 Rob. 6
If a lease is made to her life during coverture, the action for rent accruing during coverture must be brought in her behalf. For the rent, unless the interest and the interest with survivor to her if she survives him. If her purchaser are only voidable if she cannot avoid the lease during coverture.

When the power of action is in the wife or any person of the wife in case the husband alone the said must be act him alone.

If a lease was being a life, during coverture the lease must be but not alone for rent accruing during coverture. The coverture rent had survivor at the husband only. In the husband's right during coverture has the whole benefit of the lease, but if a power it is not up to his life in that it can only provide a rent. It is his for his premiss and houses it is absolutely rent. The husband then in the last can act alone.

If a lease of a lease that is committed by husband and brokers partly a lease alone that is occasion and in his behalf. Presence he must be sued alone. If the lease is but it is there are cases that the lease was committed by less and he is less than the life together for a rent of the clauses that does not show that it was committed by the wife alone for it is usually in.
When the wife is to be joined with the husband, and the
creditor is sued for a debt and the
debt is found to be due to the husband but the
credits of the wife do not exist the
declarant may, for if the debt was committed jointly by the wife
creditor cannot be liable.

601/601
605/605
603/603
607/607
606/606
601/601
603/603
605/605
250/250
150/150
7/7
7/7
5/5
5/5

A declarant of a debt, the creditor must be
to the use of the husband only for a conversion,
then sue in law as a convertion to the husband.

deciding to these points or a defendant will not see the
point itself or the clerical mistake.

Wherein the wife is unproven, thereof a qualified de
defendants may be joined as a
but if the is unproven, the point is even if the
mistaken in a statement, the criticism is such
on will prevail even after notice, so if the is
omitted when the ought to have been joined, to
in direct will prevail, in the defect herein in the record, & the defect in these cases will always
appear in the record.

If a form court being taken alone from position
of privity the may hang up for costs in the own
name, the bank may however after of being on
serve for and pay for & obtain an & in favor
of the but not in the case for them there it be
an inconsistency.
When a woman is sued jointly with the husband she can't plead alone but must join with the husband; he can appoint an attorney for both or he may himself plead and sue for both, but she can't appoint an attorney alone. But if she, when sued alone she may plead alone from the necessity of the case unless the husband chooses voluntarily. Secondly, she may plead solely for the property such as alone cannot object to her pleading.
Celebration of Marriage.

It is required by the English law that some celebration take place and notice of the celebration given in some lawful manner.

Where either party is a minor, their must be two witnesses and consent of guardian to the marriage.

The persons authorized by our law to celebrate marriage are clergymen and magistrates or justices of the peace in their respective counties.

A bond of a marriage is admissible to discharge if the law requiring publication of the marriage is good and the marriage is valid and liable to a penalty.

The opinion is prevailing opinion that the person may not make a valid marriage contract with the satisfaction of the bond of the marriage. But I think this opinion incorrect.
Under the 16th sect. such marriage is clearly invalid void. - It is true before this statute the B.C. v. Hackley prohibit the ecclesiastical cl. from declaring such marriage void.

A marriage act has lately been passed in Eng. 4 Geo 4th.

When a marriage has been celebrated by a priest ordained within the Erie to have refused to grant an annul to the bar.

Marriage not valid or void or voidable 12B. 431. 5.

Impediment no render marriage invalid or canonical or civil. the same are provided by the civil or canonical laws. these are consequently affinity, inability of previous contract, but the latter impediment appears to be abolished.

Consequently. Affinity + inability + impediments 12B. 435. 6. are derived from the civil law. are mentioned by Boc. 16

the 16th sect. No. of the question relating to these 12B. 4th.

Impediments being canonical are cognizable only in the spiritual courts.

of marriage within the spiritual degree is valid 12B. 435.
Impediment (Canonical)

Husband and Wife

The act of 81 F. 19, which states that nothing less than a priori, prior to marriage, is a marriage, until the law prohibits it, is not prohibited by the

Office of the Pope and Council of the Pastoral, the possibility being to be that the exception applies to celibates, for this is an impediment by

The canonical impediments under the contract

only, which is to be considered in these

necessities only during the life of both parties

Thus, for the legitimacy of the children can be tried or their issue after the death of either party, and if the

Ecclesiastical has attempted to be of the style in

This point—The principle is that the legitimacy of that it is pro salute animarum. Besides the mode of

expressing such a marriage is by divorce of

divorce, a divorce cannot take place after the

death of either.
Canoncal impediments

All persons linearly related to one another either by consanguinity or affinity are prohibited to marry by Rev. Law. for this is the municipal law, and the state.

Among collateral, the most distant prohibited is 4 degrees to that between Uncle & niece, aunt & nephew, but whether they are thus related by consanguinity or affinity makes no difference.

All who are collaterally related to me or another then by consanguinity or affection in any more remote degree by the civil law may lawfully marry but those related to each other in a degree nearer than the fourth cannot intermarry. Hence collaterals German may intermarry they may in the 4th degree

But a man marries his deceased brother's widow. It has been usual for such parties to marry & in some respects they may marry. This is an exception to the rule. But till of late this has not occurred the truth there is no difference in principle between this & the next case.

Marriage between a man & the sister of a deceased wife has been very common and this appears to be an admitted exception to the general rule.
The marriage is within the Canon law if no divorce takes place during the life of the parties, the children are illegitimate, and the marriage is not annulled.

In short: such a marriage is absolutely void, the children are illegitimate, the question may be tried at once, and the wording of the statute: no divorce is necessary.

In such a case, the parties are subject to some penalties for the crime of incest.

In England, the crime of incest is cognizable only in the spiritual courts; it is not a civil offence.

Civil impediments are 1st previous marriage, 2nd want of age in either party, 3rd want of consent, 4th want of reason.

Here it is 2nd in England; but the marriage is absolute, void, but the requires some qualification (foot). Hence no divorce is necessary in such cases.

In the case of divorce, it is not a civil case.
Civil impediments.

If a existing marriage. In such case the 2d 1 B.C. 156.

marriage is not only void but the marriage is 1 H. 76.
an offence punishable in the temporal laws. It a 1 H. 124.

constitutes the crime of bigamy.

Want of Age. The age of consent is 14 in males 1 B.C. 136.

and 13 in females. At their respective ages a marriage may be 1 B.C. 877.

valid. But if either party is under that 1 B.C. 426.

age the contract may be ratified on 1 B.C. 142.

the order of a superintend governor. It remains valid unless 1 B.C. 260.

the party defects after arriving at the age of consent.

In such case the parties may rescind it within a year.

If one of the parties is under the age of consent at the time 1 B.C. 270.

the marriage contract; that party may defect until the 1 B.C. 130.

other party arrives at the age of consent and ratifies it. The contract to be binding must be

mutually so.

But an option to marry in future if one party 1 B.C. 154.

is 21 and the other under the former may be subject 1 B.C. 206.

for breach of the contract the latter not.

The consent of one of two parties is consent 1 B.C. 117.
at 1 B.C. 154 but made so by that. It is not a two

party. This consent made the contract utterly void but 1 B.C. 104.

by H. 16 the contract is not void.
Impediments Civil

Want of reason: the marriage of an idiot or 

marble is void; an idiot would forever remain 

null, but it thinks that a person in a lucid 

interval may satisfy, or at least he may many 

in a lucid interval.

Marriages within the prohibited degree of affinity 

void & the children of such illegitimate (in brief 

state)

in brief: the want of consent if present he does not 

make the marriage void; the person marrying the 

parties in such case is liable to penalties.

The impediment of previous contract was never known 

in bond. It seems not now to exist in England.

It has been a question whether a marriage celebrated 

in another State by parties residing in this State 

who leave this state for the express purpose of invalid 

our law is good if it conform to the law of the 

state where celebrated. It appears to be good.
Divorces are of two kinds, a vincule matrimonii, and a præsa et there. The first is a complete dissolution of the contract, the second does not dissolve the relation of husb. & wife but merely deprives them. the first is total, the second partial.

In case a total divorce can be obtained only for some of the canonical impediments & those existing before marriage (Hc)

For these divorces are granted only where the marriage was at least (in ob of justice) known to existant.

These cases of divorce are cognizable in Eng. only in the High Court.

When a total divorce is granted the issue of the marriage are illegitimate. In the divorce nullifies the marriage at invalid.

The causes of partial divorce in Eng. are adultery, cruelty & grounds of fraud liable may be granted also in the spiritual courts, but for these cases by a special act Parliament often grants a total divorce, especially for adultery.

In case of a partial divorce the wife is in great trouble. I advise every wife is appeals by the spiritual courts. In Eng. such an act is not made in accordance with the decree an action lies at lib to obtain it. founded on the decree.
In case of an adultery committed by the wife, 1 Bl. 441. 2 she forfeits her alimony, as she does her dowry, but it does not appear that she forfeits her alimony in England for any other cause.

Salk. 133. Since birth after a partial divorce is presumed to be illegitimate, but the presumption may be rebutted. Ex 1 Binger 454. The wife of Has. + wife after partial divorce then acts. 160. 401. legitimated. The relation of husband + wife still continues.

Stowe 25. But in case of a voluntary separation by agreement, Salk. 133. since birth after the separation is presumed to be Ex 1 Binger 454. legitimated.

In brief: By Statute, divorces are to be granted by the judge. All the causes of divorce are three: 1. Want of contract. 2. Adultery. 3. 3 year willful absence. Under the 3rd head it was decided that if the husband, by violent abuse renders it intolerable for her to live with him, + she leaves him, she may have a divorce, after having left him 3 years.

In case of 7 yrs absence unheard of, the other party may be declared single + may marry again. Ex 185. Similar to Jane 7, and by 17 that 2. Stat 16th. Same presumption arises in case of cause for living.
(Divorce)

... according to the laws. In some cases, he was permitted to desert his wife, in case of adultery or cruelty. In others, he might be divorced by mutual consent after a period of 3 years, provided there was no other party involved. The laws were designed to prevent desertion and to encourage reconciliation.

... but our legislation may grant either party a divorce in cases of extreme necessity.

... a total divorce can not affect the legitimacy of the issue before born.

In England, when a total divorce is granted, the wife can receive an allowance from the husband. If a total divorce is granted, the wife must be over 21. Nulla matrimonium nulla dos.

... in case of total divorce, the wife is entitled to receive compensation from the guilty party. She has a claim to during her life...
A partial divorce was for the wife ofoleon eorth
costit in Eng: in case of adultery or desert
9 Dec 14
bro Cooling

In Rom: whenever there is a marriage within the
divine degro the rule of may allow the woman
arriving this the it declare the marriage abso-
lutely void.
The infant or minor is any person under the age of 21 yr. male or female.

By l6 the full age is complete on the day preceding the 1st anniversary of the day of one's birth.

Privilege & disabilities of infants.

Acts & crimes. No person under the age of 7 years is crime punishable for any crime whatsoever. 3&4 Eliz. 1o is presumed to want discretion & will & the presumption cannot be rebutted. 1Bc 44.4.

At the age of 14 an infant is punishable even ex. 4 Bk 20:3.

Ital. between the ages of 7 & 14 an infant is liable to be dealt with. 1Bc 44.4.

But during that period the one's dies when the perfect Bk 22:2.

There are some cases in which infants above 14 are privileged, with regard to mischievous & infamous not capital. 4 Bk 22:23.

Then offenses however are only of omission. 1&2 & 10 Eliz. 20:21.

Infants are not liable for offenses of commission. 3 Bae 130.

Infant is supposed to want prudence & foresight and at Intage.

Indeed he has not the means of performing what he ought to do as he has neither time nor look at his disposal.

But when an infant is prosecuted it is a rule that 70 he is not to be convicted on confession without great care & caution and with perseverance on his part in the confession (particularly in high offences).
a. infant that inflicting corporal punishment sometimes extends to infants. Sometimes not only infants are so punished. The distinction is if a act creates such an offence as is punishable by law of criminal infliction. Infants this not names are punishable.

If not mobility are not under penalty of criminal punishment but with constituting it such as offence is is necessarily punished at law. Infants under name are not punishable. This is sometimes called collector's punishment. But when the offence was punishable by law but not necessarily inflicts are liable to the 62 punishment.

To o. A act committed with force unless

1 Fr. 16 are really at any age liable civility the rest

2 Han. 3. criminal. If a acts committed with force

3 Sc. 147 upon the mere question of guilty a not guilty thistimer of the ill do nothing to do with the case. This may be an important inquiry on the question of damages.

1 Scy 129 is what age is an infant liable in slander? It

2 3 Bar. 132 has been determined that at 17 he is liable. 29 thinks that when he capable he is liable. slander requires the concurrence of the will. It necessarily includes malice when done capable then she is capable of committing what in law ant to slander.
Infants liability for torts

An infant is liable to be punished as a criminal cheat aged under 14. In cases under 14 the question of dolus causam does not occur except in cases of felony.

It is 8th that an infant is not liable to a civil action for fraud. But this rule requires qualification. See 7th 9th 914. It is 8th that an infant 913. 14. only for torts with some kind of force, but the case of 717 of slander is directly against this dictum — and the 37th of 1871 was directly opposed to the decision in Park 223. 4 940.

If the rule, the true rule to be the age an infant is liable to an action for fraud a deceit equals dolus causam. Until subjecting him in the action would virtually subject him on a contract not binding upon him. This rule is inferable from the following cases:

A hired a horse to B and left it at B for riding the horse. so for a trot it was held that the action was not for this violence but merely a breach of the contract of bailment.

But where the action for does not lie he must be subject after the age of 14.

At the time if one can show that if a person would affect himself to be of age when not that he was not more than 16. If the infant was not the case went.
Infants' Liability on his Contracts

Dr. Child

There are cases in which an infant, if he could perform is signature, might be held. (pp. 263-264)

There are cases where the infant is incapable of understanding the nature of the contract, (pp. 267-268)

But this cannot be done, as it is clear that the contract

is null and void, so that the parties

are not further than this, no precise rule can be

laid down.

Contracts

The infant can bind himself by a contract formed, and the contract is void, unless it is ratified by the

agent or adult.

If the infant and adult join in a contract, and the infant is not bound, the contract is void, unless the

agent or adult.

To single out cases by an infant as in the great minority. Suppose an infant and adult join in a bond, the infant

defects the bond to a phase of infancy, and the Mf in the

same suit record up the suit or must be withdrawn.

and being a bond of the suit separately. (pp. 485)

be must bring an action suit according to the suit

and the rule is deffered from the last rule.

If an adult contract with an infant the suit may be bound, that the infant is not suit in suit.

is brought in Equity if of law.

Equity will not hear an infant oppose the performance of

agreement and an adult in favour of an infant unless

the infant performs his part.
But the rule does not hold when the consideration the part of the infant is absolutely void. If the contract of the infant is absolutely void, the consideration of the engagement of the infant where the adult therefore is not bound by his contract.

And in view of an agreement between an infant under 14 and an adult the adult has not the consideration. Therefore, the adult may avoid the contract. If it is not beyond the power of the courts to set the consideration.

The consideration may be the infant's personal property at law as a gift made to him or if the rule otherwise the infant's personal property might be destroyed. If the adult is not a of equity instance to prevent the fraud in such case. In the specific property, for consideration can be identified of remaining in the hands of the infant, in e.g., a single piece, perhaps compel the infant to receive it if he refuses to perform his promise. In the case the infant be placed in statute open and thus perhaps in one of these cases (e.g., in will they will decree of an infant to prevent fraud. Can the adult seize the property generally. Revert for necessary an infant in some cases may live himself for approval lodging medical care 1616 and education. The latter includes instruction and training in a useful trade.

But to subject him to a contract of this kind and to the article purchased, must not only be one of 18th 15th, the above described but it must be necessary to 30 for him at the time of the contract. This question is for the jury. When infant childings of infancy as one option of a necessary is good, etc.
The description of contracts necessary is a question of law, but what correspondence of these
will be made in any given case is matter of fact for the judge.

The infant may also bind himself by contract for
the wife or company, & for his children:

2 Bl. 1226. but an infant cannot under all circumstances bind himself
for necessities. & if he is under the care of
Peat 220 a parent guardian a master who are bound to
220 Ch. 35 supply him with necessaries & who do supply him.

Three cases in which an infant can bind himself for
necessaries.
I where he has no parent guardian a master.
II where he is out of the reach of 2 Pe. 16.
III where being under the care of one of them he is
18 C. 146 left to suffer. In this last case they are
bound as well as himself at least the parent is
because he is under an absolute obligation to provide for
his minor children.

And where the infant himself is bound by his contract
for necessaries he does not seem to be bound by his
previous contract but by a contract implied by law
or
In which he is confounded because he is not bound of course to the extent of his promise, but merely to the value of the necessities. *Kant C. 240.*

Again this is manifest may sometimes bind himself for necessities but he cannot do it by every mode in which one would may make him liable,

As to his written contracts.

I. He cannot bribe himself for necessities by a formal *E. Eqno. bond.*

II. For the case of a formal bond cannot be insinuated into a simple one. *Acts 16:1, 17:6, 73.*

III. By a single bite he may bind himself for necessities. *E. Eqno.*

A single bite is an acknowledgment of indebtedness. *Paul E. 35* help under seal. — But here the case is not assuming.

IV. By a negotiable note actually negotiated he cannot bind himself for necessities.

V. By a note not negotiable does not, if negotiated, he is bound for necessities. *Acts 16:10, 17:6,* there being no more action brought in the person the case may be examined — In case it is but near the *Mark E. 34, 5.*

VI. By a bill of exchange not negotiable he is bound when given for necessities. *Acts 16:10,* may be examined.

VII. By an accreted debt he is not bound, except by necessity. But now the items of an accreted debt are examinable, not so when the note was given. *Acts 16:10, 17:6,* *E. Eqno. 660,* *Acts 16:10, 17:6.*
The true principle is when the words of the contract are of such a nature as to allow the execution to be suspended, the instrument be signed by A as when prices for necessaries, &c., if the writing is of such a nature as to exclude an inquiry into the consideration.

... 

The instrument given to the original simple contract is for the oblique case in the receipt contract. If the bond is absolutely void by reason of the bond is absolutely void by reason of a voidable bond alleging the simple contract. This supposes the bond for execution.

... 

When you give a simple bond for necessaries, the bond is void, cannot go to the original bond except for that bond as worse voidable may the simple contract.

... 

It is if you give a simple bond for necessaries, and afterwards provide to keep the bond, the action must be lost on the bond.

...
But in any case may be compelled to repay money debt
he himself actually incurred in his expenses.

In a case where a tenant under a lease of land, for articles of trade
buildings—vide Comyn's Case 149. 3 Eqn. 1717. 2 Delb. 69. 11 Eqn. 626.

But if an unfit tenant takes a house by a lease and lives in it and pays
until the rent day, he is liable in debt for the rent. 2 Eqn. 896.
and the rule is to be the same in case of a lease 1 Eqn. 895.
of land. (Contrary to the joint principle.)

It is held that an unfit cannot bind himself by his 1 Eqn. 896
contract to pay for conveniences in singing, dancing.
When the infant does voluntarily what he is not legally competent to do, he is bound by
3 Will. 246, the act only by his injury. Therefore he must
be liable for his reasonable punctation where he lent a tenant in con:
315 (c) 2 Kent 247
9 Co. 355
1 8 El 5 75
1 412 3
2 Kent 1794. Again, if a lease rendering rent, and the lease where it
1 Jen. 16. he has paid rent, he cannot reconvey it back. If the
appeal,ナー in his power, if he will release his mortgage or pay of the mortgage debt, he is
bound unless the burden be on him.

1. Grant: the guardian may in such a case make the
acceptance. To this a 243 of the 300 mortgage.

2. Verus 344. An infant is bound by a decree in bdy cases.
479. that he is allowed to sue, after full age to enforce.
1 Verus 195. the decree for fraud.
9 Med. 128
2 B. Mon. 4 01
3 St. 3 52
1 Aeth 5 21
3 Aeth 6 16
1 Fad 7 56
3 Aeth 6 16. An infant is as much bound by a decree in bdy
1 Fad 75. as an adult — no day allowed to show cause why
man of the case in this particular way —
If the infant fails herein, the child is not liable for
and of the rent paid before the next week, but the rent paid will
be allowed his costs out of the infant's property.
of promise after a full age will bind the estate to 200.
A contract made during infancy, until the former 24th. 1768.
contract was absolutely void.

And the same will not be good at law.

If the written security was only voidable, the whole
promise to say it will not be good as a substitute
promise, it itself support an action but it will succeed.
confirm the security.

But when a person after full age makes a new Ed 3 & 4
promise in consideration of a smaller sum in
money, during infancy, he is bound only to the extent of
the promise.
Where to an idea of infancy the defeasible of promise
after birth, the proof of a promise after the
contract is sufficient belongs to the defeasible promise,
that he was not of full age at the time of the
second promise.

If an infant make a contract for a certain sum half
into b' half the sum to this party does not prejudice
him from availing himself of his infancy as to
the rest.

When an infant is sued and answer to one cause of
action whether he may not be discharged on motion,
but is left to plead his infancy.
Miscellaneous rules.

The age for choosing a guardian by 61 & 57 & 1519 in case of 1588/1604
is not less than 14. The 15th day of the 1st month

An estate may be an E. at any age over 1 year
or more. But by 52, 1st year of the 1st
that age is over 1 year, the estate must be
appointed.

But by 52, 1st year of the 1st.

An estate cannot be an E. until he is 21. For
the reasons above stated. No estate is required to
take charge of the estate as such until the age of 21. This is the law of

An estate cannot be an E. until he is 21. For
the reasons above stated. No estate is required to
take charge of the estate as such until the age of 21. This is the law of

The use of disposing of personal property by will is
in England 14 & 15. If proper to be set aside. 20&10.
Os. take the 15th day of the 1st, 15, 17 & 19. the former 15th day to be the
true rule. viz. males at 14 females at 12.

[Signature]

West 164467

Le 1697.
It is said that a lease by an infant not reserving a lease to strictly void—some if no more trifles is reserved 2 Dem. 216.

N. 136.
H. 166
486. 204.
126. 163.
386. 246.
536. 266.
356. 246.
546. 266.
246. 246.
356. 266.
646. 446.
266. 246.

This rule however does not appear to be correct, for if it be of every substance that is not capable of being much more nearly to the title.

246. 446.
356. 266.
546. 246.
646. 646.

II. In every case there can in no case avoid the lease or the demised—grandson of the infanty of the lease. 246. 446. 386. 266.
1466. 446. 416.
1566. 546.
1666. 646.
1766. 646.
1866. 646.
1966. 646.
2066. 646.
2166. 646.
2266. 646.

This is a settled rule that an infant cannot have the title of any person to his lease, but this is not decision yet as to mention.

246. 446.
356. 266.
456. 446.
546. 266.
646. 646.

A Bill of exchange given by an infant cannot be assigned as every wordable for the infanty or lease may become 246. 446. 386. 266.

Same rule applies to negotiable notes.
It is said that the penal bond of an infant is strictly void — for it is so that the penalty brokedo could be to his advantage.

It does not appear once to have been judicially decided — many opinions inconsistent with this.

Thus he cannot plead non faciunt, to his bonds.

The 33rd Psalm 20, 20-21.

2. May 1815.

If all the debts, a breach of the law.

And that we could not thus take notice of it.
What contracts of an infant can do not bind him are void & what voidable? Continued.

The true rule of distinction appears to be this: gifts grants deeds occur in obligations made by infants and will take effect by delivery and are voidable, but all those will do not take effect by delivery are void. See 3 Bla 136

In this rule the purchases of an infant are not contemplated: there are in general only voidable debts.

This rule is also to be taken with one qualification. From the nature of the contract itself 1 Bla 137 requiring that the principle of the infant would not be 3 Bla 137. Instead of the contract she be considered voidable it is to be held void and that it take effect by delivery. (Case of the babe) 3 Kel 369

A contract made by an infant is only voidable obj. 3 Bla 135.

But the sale of a chattel, if delivered on the same principle is only voidable. But an agreement to deliver a chattel without delivery is nearly 1077 void and if the purchase should take the chattel to be kept up the consent of the infant he is 1077 a trespasser.

But the rule is not confined to cases in which the property are delivered.
These writing will convey no estate to effect by delivery, take effect by delivery, within the meaning of the rule.

3 Rams. 704.
3 Gard. 314.
3 Bac. 136.
5 Co. 42. 61
8 Co. 41. 61
3 Bac. 114.
1508.
Nov. 130.
1 Beq. 777.
1 4. 6. 275.
1 Bac. 136.
1356. 1142.
1 Beq. 777.
1 4. 6. 275.
1 Bac. 136.
1356. 1142.
1 Beq. 777.
1 4. 6. 275.
1 Bac. 136.
1356. 1142.
1 Beq. 777.
1 4. 6. 275.
1 Bac. 136.
1356. 1142.
1 Beq. 777.
1 4. 6. 275.
1 Bac. 136.
1356. 1142.

The effect of power of attorney is a deed and not a deed by deed. The latter is voidable because they take effect by delivery.

If an infant delivers a deed of conveyance to another and after full age delivers it again, the second delivery is utterly void as a delivery for the infant. (Rolls 12 Mild. 41)

If an infant then makes a confession and the confessor enters the infant's estate by entry of action, but if he has delivered a power of attorney to 2 to make a confession the confession might be treated as a

(Handwritten notes and text continue, but are not legible.)
Excusory contracts by an infant are voidable, not void, a promissory note a simple one of this kind, is void. 5 Edw 3 Bk 25. 157

The promise of an infant was void. 5 Edw 3 Bk 25. 157

This was a new principle decision — Contra 5 John 160, vid 4 Edw 4 Bk 25. 157

But Marshall & Palk are dissented to. 157

that the note of an infant is but voidable, for it is strict law, there held that the note of an infant is void.

education to support a policy of insurance. Park l. c. 224


An infant bond to submit to arbitration is held only voidable

When a contract is only voidable the party for whose benefit it is made is the representative can object to its invalidity, but where a contract is void Thiers 118, 119, persons and even the opposite party may take advantage 2 T R 508, of its invalidity. 158

To give a voidable mortgage 3 Co 126, cannot be objected to be void by subsequent mortgagee at the

Again when a contract is only voidable it is a

consideration for a contract on the other side, of 1806.

void it is no consideration. 5 Edw 3 Bk 25. 157

2 H. RE 511.

1 Edw 6 Bk 4.

2 Co 6 511.
Again a voidable contract may be affirmed
2 Balb. 69. Voidable contracts may be affirmed. Ex. an nять
1 Const. 214. a void contract a void act can never be
created. Ex. an nять horse of a tie for conveying
2 Const. 320. his lands, the horse of a tie, and the conveyance
2 Vest. 203. cannot be affirmed. 22 R. 766. See 666. Doug. 58.
1 Const. 201. 1817. 7 T. R. 83. 1 Bent. 203. 30. Sac. 14.
1 Am. 14

2 Balb. 69. Voidable contracts may be affirmed expressly.
1 Thul. 18. Inst. 2. Ex. an nять contract in expressing a horse
const. 189. made to be kept during infancy, he is liable for rent.
2 Vest. 203. accrued during infancy. So it is satisfied in
2 Const. 320. 11 John. 147. 1 B. 1975. 1 John. 147.

2 R. 161. If an nять makes a lease, & after full age accepts
2 R. 161. presents he satisfies the lease.
2 Const. 320.
3 60. 67. And whereas an nать made a voidable contract.
2 Const. 195. during infancy after full age does any act evincing
170. an intention to rescind his privilege the contract
2 Vest. 203. is confirmed.
1 Const. 320.
2 69.
2 69.

So an nать comes by fire, and time assuring his
2 Const. 350. may avoid it during the infancy by will of
12 64. 122. and not after full age.
1 Pa. 641. 8.
8 63 229.
12 60. 157.
142.
But where he makes a conveyance by way of credit it is held that he may avoid it either right up before full age or after any subsequent age.

This opinion is incorrect, it cannot be avoided by entering before full age. Thus was extended to all his deeds Nos. 182 187 189.

Any and it is possible that the conveyance is also.

Hence a change cannot avoid himself of the 34 R 16.

Invalidity of the prior conveyance. Thus if an 33 Ave 1732.

Is there any reason to believe as 182 187 189.

But it seems that sale of personal property by 32 Ave 141. any suit may be avoided at any time by dint of age his minority and for real estate is permanent and there is no change that it will be enjoined. But shall it be personal is preventible and may be carried away concealed in 1732 if he was obliged to suit till full age. The principle of the suit as to be useless.
Certain deceit cases in Chancery.

The rules on this subject are founded on the

Deceptive conduct of Chancery or infants.

Prob. 152, binding in equity.

Prob. 61: Thus a female infant may recover a debt by such an agreement.

Again a female infant may have herself of done by

accepting a settlement by way of jointure and

by remaining by accepting of personal property as

a jointure, not at least. Vice Reeves. Vom. 9. 305. 6

Whether a male infant can bind himself and his

real estate by manner so settlement is yet unsettled

but by real estate must be meant a real

estate of inheritance, not an estate for life or

for life only. It is settled that he may by such

agreement bind an estate for lives.

Prob. 6570.

Prob. 662-70 real estate by manner so settlement is yet unsettled

but by real estate must be meant a real

estate of inheritance, not an estate for life or

for life only. It is settled that he may by such

agreement bind an estate for lives.

2 Ch. 221. 311.

Prob. 683, if a female infant raised in fee, will consent to

in consideration of a competent settlement executed

to convey it to her husband. Is Equity or it convey

according to the covenant. &c.

Hardwicke said

judges that this may be done where the conveyance

Prob. 6570 & 6576.
But it male & female suff may certainly
make a marriage agreement will not be an
estate for life why not then an estate of
adventuance. The law of Equity may
consider it very reasonable that real estate set
in hands for the life of the survivor this may
be necessary to provide for the family but a
fee simple is not necessary for any purpose
connected with the marriage.

The second by a female infant after the
such st. marriage is not obstant.

After a male infant in marriage with an
that occasion that the inheritance shall be
reduced to certain use he is bound to be in
the way he mean trust himself of the custody
she is here supposed to be an adult for whereas
she could not bind her inheritance.

The the self-hurt does not bind his own inher-
stance but in effect it merely bring his right of
contrary
At law, no agreement made by an infant, no matter how much to settle his or her estate will be enforced. In equity, however, it is fair and reasonable and is acknowledged as a sufficient consideration. This is to be taken from the 17th century, as a qualification to all the preceding rules.

3 Edw. 3: 665. 1 Feb. 69. 70.

Equity, if an infant capable of making a will, bequests personal property, for the payment of debts, his executors or administrators, bound to pay his voidable contract, but not his valid contract. This is peculiar to equity.

13 Edw. 4: 475. And in equity, a contract made by another persona for an infant may be ratified by the infant, either expressly or impliedly, after he attains full age. Thus, where a widow, the mother of several children leaves estate belonging to children for 16 years, the children at full age accepted rent, and this was held to be a ratification — a mistake.

3 Edw. 4: 660.
What power may be executed by an infant?

An infant cannot execute a general power over real estate for want of sufficient discretion; from W. & S. 114.

But he may execute a special naked power to 2d 200, 142.

An infant cannot own any other property a special 6d 275.

But the power must be an estate power to 2d 200.

An infant cannot execute a power over his own inheritance—a title or

An infant cannot execute a power over any property he has by

An infant cannot execute a power over any property he has

An infant cannot execute a power over any property he has

An infant cannot execute a power over any property he has

An infant cannot execute a power over any property he has
There are some conditions annexed to offers of estate by will not to be binding, and by some he [Crinate.]

(263)

It by which condition an estate is bound as well as an executor is one of the cases 333-342.

of a mortgage deed to an estate heir of the 336. 21.

in the event of failure the wife or lessor the estate 360. 444.

If however there is a penalty distinct from the judgments failure of the estate annexed to it the 336. 21.

is not bound by the penalty. The penalty is 36. 21.

the penalty is called collateral.

He here forfeits the estate but cannot be subjected to the penalty.

His liability to forfeit his estate by non-performance of a condition cannot injure him.

Impaired conditions at best are founded on skill 360. 21. misled, a not so founded. Upon a condition that 36.

of the former kind infants are bound 360. 21. 13.

the office requiring merely skill & diligence, how brook 36.

by unskilful management be may forfeit such

an office. Rule the same as applies to estates.

to give an estate to a heir or condition that 36.

shall perform faithfully the duties of husband.

or another estate.
But where an implied condition is not found in skill & confidence but is not bound by it.

E.g. 2071 The craft being for life in lieu of a furtherance for the consideration at 17298 not on founded on skill & confidence.

Conditions implied by statute law. In these see 2071 1807 1692. 1596.

1596 The quiet distinction is where a stat. by an 207183 implied condition gives a recovery apt to be that 17298 the act is bound by it.

But where the statute merely gives a right of entry on non-performance of a condition but does not expressly give any right of action a recovery the act is not bound. An alienation in meantime.

1630 31 Infants are bound by acts of limitations with specially accepted in a saving clause a former these 16.10 318. N. also in nature of a condition annexed to a lost right. Almost every it has such form as.

319. 30 seq. Thus unless it is of limitations with do two the rights of infant. if not to a trustee for an act does not one within the limited place as above the saving noted with certainty but this rule must be confined to cases in which it is have a right to one in their own name.
To ye a man duly leaving a proven will to an elect, how the end of the tenant has a right to sue, if he does not sue the wife is barred, but he has his remedy at the Ex.

Means by which infants may adopt his privileges. How is he to sue? The son by his brother. He must always sue by his guardian a word 3 Bar. 1441, friend, the action is in the name of the child. The suit by his guardian. He must appear by his guardian. The cause appear by atty, for he cannot make a power of attorney. He cannot appear in proper person for he is incapable of managing his cause.

If an infant under 14 with guardian to the suit may defeat the suit by pleading to his disability.

It is in virtue of St. law that an infant can sue by next friend. But by St. Nutman's 142? he may in certain cases sue by next friend. There are all cases of receptors St. 109. 3 Bar. 680? For great—

At this 295.
Under these 4 cases in which an
wife may sue by next friend:

I. Where she sued her husband.

II. Where the suit is aga a stranger, but the
guardian refuses to appear for him.

III. Where he has no guardian.

IV. Where he is out of the reach of guardian.

In all other cases he must sue by guardian
decree, being in the case, he may
sue either by guardian or next friend as he
chooses.

If both are married together, the wife being an
wife, she need not appear by guardian, for he may
appoint an ally for both.

Where a suit must by guardian, the guardian must
the suit be liable for costs; if the guardian is incapable
to give security, for costs, same when he sued by
next friend, and the same—

C. 640
3. 142
2. 688
Palm 29.
3. 142
142
Hurt 92
660
Cod. 138.
3. 142
2. 110.
Ch. 110
Palm 29.

The guardian is one in action of trespass, liable
to an attending for his part of costs—this is
not known in our practice. 2 Edw. 4th opus on
overtaking, and the party.

Bh. 26. 4. One exception that suits when the suit falls upon
necessity, but in other guards a suit after service of

2 Edw. 2. Et. 23. —
If there were several acts on a debt left the first is erroneous.

But an act or debt is clearly liable in costs.

Examiner says in his report that a sum due 1606 1674 if an act or record when left, is liable for act.

If an act or debt is left, the first found for an

infringement against a debt but the one

may commence the debt yet the & may dismiss him

as an improper person to represent the infringer.

If an act or debt is left in an action an act

both may appear by atty for both being representatives

of other the, the act's rights cannot be affected the Act 12 1228

may make an atty for both.

$216 1228
$216 1228
$216 1228
But if an inft and adult are sued as executors, the
fee of the inft must be signed by the guardian
of the inft, & the inft must appear by guardian.
In this just may be given the inft's proper and in
good faith and awarded as in cases when it
is the infant's interest is here concerned.

3 Dec. 131
3 Mod. 1216
Sta. 1748
Tailor 472
Yell. 130

3 Dec. 130
3 Mod. 1216
Sta. 1748
Tailor 472
Yell. 130

Cont. Rex E 542 in this case it is said
that if an inft sues alone as sole executor he
may appear by himself or by atty appointed by
himself. The true rule known
appears to be that he must sue by guardian.

2 Saund. 213
t 1 Vent. 102:3. The interest of the person whom
he represents may be materially affected the
his own interest may not be
How an infant is to be sued.

He must always be sued by guardian. He cannot be sued by next friend. For the Act of 1774 only states, that the infant is to appear by next friend, does not extend to infant dependants.

And whenever an infant does plead his plea must be heard by his guardian to plead by his guardian, and not.

But by the guardian in this rule is meant not by the Act of 1774. As the case may be, the guardian of the infant being a person a native, but it may be one appointed by the court of chancery by letters patent. To manage the infant's suit or one appointed by the court in which the suit is pending. The infant's suit.

By our practice, if the infant does not a suit guardian he must be sued by this suit guardian.

Where an infant is sued, the infant must appear in his own name and not in his guardian's name where an infant commits

If an infant, having no guardian in his suit, is sued, the infant must be sued by guardian. If the infant cannot appoint a guardian, the infant is said to be under age. In such a case, the infant is said to be under age, and the infant must appear in his own name.

But when an infant has a guardian to appear in his suit, the guardian must appear for the infant.
In one case the guardian appointed for the
child person or property is the person who is to
appear in his suit.

If an wife having a good guardian is sued the
guardian must be summoned to appear & defend
and if the wife do not originally summon the
defendant the wife does not allege but there
is quid pro quo now the guardian by distinct
indictment. This is always the practice in Court.

It is always important to the Court that the
guardian be summoned or one appointed for,
If an wife is sued & judgment goes against her
she appears by atty the judgement is erroneous and
a suit of vein done rebo lies to reverse it.

But if other appears by atty and judgment is invalid.
Because either atty for him the judgment is all at once erroneous.

Wife 287. If judgment is given for the wife in one case it was
I would say here that it is not erroneous but I think but
this not happen to be law.

But if this is now altered by 296d 1. By that it is
I would say such case judgment is rendered for an wife and from
2 Bac 14th for which giving the judgment is good. Again by it
15th. It is known the judgment is good when given for the wife
on condition and not a new drawn information.
But notwithstanding these statutes of an act to be done by an infant, the same may be pleaded in abatement.

Act 123
Sec. 135

If an infant is sued as a party with adults, both appearing by a sure or surety, the infant, it seems, has his part in the whole suit; 14 Edw. 3, 16. And as to the infant, he may be sued alone in the suit of either of the parties in his own name.

4 Binn. 292

The suit is in this state now abolished this distinction in a case where infants and adults are sued together; Buck. 116. As in such cases, all appearing by a sure, judgment was rendered against the infant, for the whole extent of the debt. It is reversed the suit only in favor of the infant, and compelled the adults to pay the whole damages. But I think the contrary, toBenn. 116.

124

each indeed is liable for the whole damages in law, but yet the measure of damages might be more difficult when the adult of an infant and adult join in bringing a suit, the suit may be reversed as to the infant only, now 166, 276. there is no suit only but in effect the suit is nothing more a suit than a common nuisance and ought to be treated as such as above are

2 Soc. 108
2 Race 229
Defend the motto of virtue.

1. B. 130. To many purposes they are considered as forms
in the act to act. For what, in the art of many instances in which formerly they mean!
1. E. C. 198. The killing of an unborn child, if not proved.
1. T. 441. yet it is a great miscarriage, the highest degree of misconduct.
1. R. 3. But if an attempt is made to kill, and an
act done within a year and a day from the
injury done and the act is born alive, it may be
considered as it may be manslaughter or felonious
homicide according to the intention of the
person committing the act.

2. B. 130. such an act is capable of substantiating, title the birth
1. D. 406. the extra decree to the heir presumptive, but in the
5. K. 60. birth, the issue of the presumptive heir is directed in favour
of the new born heir.

Such an act also may take by devise. Susa 429. 52
1. B. 167. 1. A. B. 63. 57 R. 49. 57. 1 Mc. 144. 2 M. 228.

Such an act may also be a legacy of personal property

Where a devise is made of real estate to such an infant
the estate descends to the heir at least liable to be
directed as the infant birth of the devisee. 9. A. 60.

And where such a devise is made to an unborn child
if the child chance to be born there two are take jointly.
And a bill in Chancery for injunction of waste will likewise lie in behalf of such child. The Bills must be drawn by such parents or friends.

And under 12 Ch. 41 st. will enable a father to appoint a testamentary guardian for his infant children. If a father may appoint a guardian for such an infant child—

such an act may be an Ex.,

And if a person after an unborn child is to be two, 6th 42 st.

should be more than one infant. 
Relative rights and duties of parents and children. But first, illegitimate children?

1. Who are legitimate and who are not? A legitimate child is defined to be one born in lawful wedlock or within a competent time afterwards; but every child born is not of course legitimate, but one so born is prima facie legitimate. To prove it one except one, so born can be legitimate.

2. An illegitimate child is defined to be one begotten out of lawful wedlock. But if the parents of an unborn illegitimate child die in utero before the birth it is the father who dies before the birth that the child is be legitimate. And still not born in lawful wedlock for the father is supposed to be dead.

3. An illegitimate child is one begotten out of lawful wedlock or not born either within lawful wedlock or within a competent time afterwards.

4. If an illegitimate child is one who was not begotten by him who was his of the birth at the time of the birth or previous time, or during gestation.

5. The presumption that a child born within lawful wedlock or within a competent time afterwards is legitimate is accordingly strong, so that the presumption could be rebutted only by showing the illegitimacy of the birth.

6. This rule has in modern times been much relaxed.
If then the husband has been absent for any time
and desertion has been proved to such a
time before the birth the child may be considered as 270, 271.
estimated as far as age is concerned.

[Signature]

But these rules requiring proof of illegitimacy of 273, 274, 275.
legitimacy are now enacted with regard to the 276, 277.
undesired birth. Since so much judicial notice was
only left to the jury under the circumstances of
or the husband. From evidence is now admitted to prove the illegitimacy of 278.
be seen. It may be proved that the mother deserted after 279,
and that the child was born illegitimate; and indeed are circumstances
evidence whatever.

In short the fact of legitimacy is not
proveable by the same evidence as is admissible to prove any
other fact.
The issue of a marriage while in abeyance will be, of course, illegitimate. And in English, in the case of total divorce, the children are illegitimate. For such divorce is in general granted only where the marriage is at wits' end. But the illegitimacy of a marriage not absolutely void can never be raised in question after the death of either party, hence, the law within itself, or within competent time after woman cannot be proved illegitimate by questioning the validity of the marriage after the death of either party.

But the marriage cannot be impugned after the death of either party, yet a person may be proved to be actually illegitimate even after the death of both of his parents, if he were born during the marriage.

Conf. 574. Where the question of legitimacy depends upon that of acceptance, the mother is not allowed to testify. This rule is founded on declared morality and policy and the law presumes that other evidence of this fact may be obtained.

Conf. 574. And yet she is a competent witness to prove her own incompetency, if she may be the only evidence of the fact.

Conf. 574. The issue of a marriage are competent to testify the time of the birth, so as to the fact of their bastardy.

Vide 7th Evidence.
By the civil law, when a child is born before marriage is legitimated by the subsequent intermarriage of the parents, but not so at law by our laws.

And children born of a widow so long after the husband's death as that in the ordinary course of nature it cannot be the child of the husband the child is illegitimate.

The present law of operation cannot be with Eqy Rights, militing any inapplicable rule. 9? Legislature 126 456.

In this case, Mirza. Vide Simeon Agnew. 13b 1812.

A child born within the usual period of gestation, after the husband's death is prima facie legitimate. 126 456.

A child born after the expiration of that usual point is presumed illegitimate if however the birth is 8 is not at too great a distance of time from the 126 456 death of the husband, the presumption may be rebutted. Rule 1156.

If a woman marries immediately after her husband's death and a child is born at such a period as 126 456 that it may be the child of either, in the absence of 367 of other proof the child may at the age indicated Rule 8 be father from either! The presumption is deemed to be balanced.
It is laid down that no person can be proved illegitimate after his own death. "Personal defects in the person" but the rule only applies to cases only as between a child born before the intermarriage of his parents or a child born after each marriage as between the parties; the rule is that the illegitimacy if the child born before marriage cannot be proved after his death. The bastard child must abide upon his father estate. His issue shall hold to the exclusion of the legitimate issue but to exclude the legitimate children these must have been an uninterrupted possession by the bastard child & a descent to his issue. Hence during his life the legitimate issue may eject him; so if his issue is unborn at his death.

The rights of property are such that he can inherit nothing, and it is so that he is able to no one except his own issue that is not true in all cases & to no property.

The legitimate will make many more in the position. He cannot marry his sister, aunt, etc.

The law of case requiring the consent of father.

The will of mother. Must the marriage of the child be proved if the illegitimate child. But this rule is derived of necessity to the fact the child is an actual person.
The manum that an illegitimate child is the son of nobody applies chiefly to inheritance and it is so that it applies to the case only in Re. 518, c. 402, 1 Re. 483, 1 Buc. 309.

which a child does not inherit his name but he may acquire it by reputation and having acquired such a name he may purchase by it.

2 Re. 518, 1 Re. 483, 49, P. 2, 519, 323.

He may purchase by the name of of the son of 8 after having acquired the reputation of being the son of 8. 2 Re. 518, 1 Re. 483, 1 Buc. 309, Cr. 361.

2nd Dec. 325.

But he can never take under the description of child 3(1)

Of an estate devised to the issue of 9; an illegitimate child of 9 could in no case take. An issue means here of the body in law; mother can he take under the description of heir or heir of the body. But he may take under the name of son of 9 after he has acquired the reputation of being the son of 9. 2nd Dec. 325.

Cr. 361, 49, 53.

One can never take under the description of child 9(1)

Of an estate devised to the issue of 9; a child is settled in the manner of the mother in 400, 9 another the child settling with his mother for wanting the possession when the child is settled much time the possession.
But if the case be obtained in any parish by
the parents of the child is in the
parish of its mother — or give where a mother
is driven to another parish for the sake of having
the child born there.

Be it proved that a parent to such children converts in the
right to maintain them the duty of enforcing
the trust — how by it.

The father or mother of an ill-sick child
are here the right that can be a certain right
for the maintenance of the child — and the
judge proceeds a complaint in the name of the
king the object of which is to compel the parent
better to indemnify the parent out of selling the
child.

In short the whole was the same done
of prosecuting for the same purpose, but it
is more usual for the father of the child to
prosecute and the magistrate will in the other
a copy in criminal to bring him before a magistrate
who act as a chief officer of the magistrate or
the advice might it to him or to take
his trial at the first or to discharge him.

In this manner before the last the mother is
when an infant only in need of necessities even to she is the
complainant of sufficient money for the support of
the child.
The suit of the mother is not conclusive, but Parent
it becomes the burden of proof on the party accused Child.

The party accused cannot testify.

It is indispensable under our law that the defendant be put to discovering who the father was at the
birth of the child; the mistake of this can be supplied
by nothing in case he is present.

But if the town prosecutes, this discovery is not
indispensable.

If the theft is found guilty, the usual penalty is that
he shall find security for the half of the damages, 50,000
cased, and be tried to find security to save the town, namely, 50,000.

Where the town prosecutes, the latter penalty only is
given. Where the mother prosecutes, both penalties may
be given.

Of late in some counties, the bill has passed an act 16. 1841
apt to act as in other cases, in an act at the
end of every three months. The proceeding has
been decided to be legal.

The mother is not required to sue into court
with process for the maintenance of the child.
It has been usual to apply

1841 50,000
2 1 15

(Comm. 114 Fed. 2 Conc. 1)
If the child die before the expiration of the
four year future left are stayed.

If from whose the expenses of the child exceed
the damages an applicant can to the by the
damages will be augmented.

The trial cannot be had until the birth of the
child that the complaint is made usually before
the birth.

If the woman die or marry, a suffer an obst
ation the accused must be discharged.

If the putative father will voluntarily enter
into a bond to indemnify the town, the
select men of course will not prosecute.

If the mother commences a process and fails to
pursue to justice the select men may take up the
same suit.

87075. If the mother die after the birth but before
the trial she testimony at the brief inquiry is evidence
in the trial of حين. It has been a
187975 question whether in a trial the mother can be
36475 compelled to testify. It has been determined that
on the construction of this statute she is compelle to testify. Formerly decided otherwise.
Duties of Obedience to Children to Their Parents and Their Children's Consent

The duties of parents to their children consist chiefly in maintaining, educating, and training them. Maintenance consists in providing necessaries. Law 350.

The obligation of parents to support their minor children is absolute, except so far as the parent 387.

This duty is enforced by Law 43, sections 1 and 2.

But it is for parents who are poor incapable of doing so. The law states that parents, a grand parents, if they have

PARENTS, to me, not bound them to support their adult children if the children are able by

labour or otherwise to support themselves.
Children are under the same obligation to support their parents if the parents are unable, and the children are of sufficient ability. See it stands 1 Pet 4:17 to support children, if there are no children of ability.

The obligation to support parents is only secondarily to the town is bound only when there are no such relations as are bound to support them.

1 Pet 4:17. This obligation extends only to those who are created by God, and not by a man, but to support his own children by a woman. See, when the widow married she was able to support her children.

1 Pet 4:17. 2 Kings 4:35. 1 Esd. 1:70. Blackstone says, done the act different? But Re is not according to authority.

1 Pet 4:17. A man is not bound to support his wife parents.

2 Pet. 3:45.

2 Thess. 3:5. A man is bound to support his own wife and his own children. In this place, the supporting and appealing to invoke the support of the wife after a divorce as means he the parent is not bound to support the wife.
The duty of the parent to support his children continued only during the life of the parent. But he may disinherit all his children if he chooses to claim his estate.

In some cases, this object is enforced by application in form of a memorial to the court of the town where the person resides. An action will not lie in this rule except upon adult children, in cases of minor children may prefer the action will lie.

The memorial may be filed by the person or by the select men of the town, and in the memorial all the party represented as under the obligation are to be before the court, and the maintaining is proportioned according to their existing ability. The order being made the relatives are bound to give security to perform the order of the court, and if such security is not given quarterly in writing it will be void. The relative bound.

The duty of protection is better allowed than enforced. Thus a parent may uphold a child attacked in law suits with the guilt of manslaughter. He may justify a battery in defence of the child. The children may do the same against the parent.
Education. This duty is not enforced to any great extent. One statute provides, that parents or masters shall teach them to read the English language well, and teach them the law of the state if not able to do this to teach them some skill, or other instruction. The select men are here authorized when parents neglect the education of their children, to take them from the parents, and put them under proper masters, male until the age of 21, female until 18.

Rights & powers of parents.

182452, The parent has a right to correct his minor children in a reasonable manner, but if a parent exceeds the bounds of correction, it appears to have been excited by malice, the child by his next friend may have an action agst. the parent, or the parent may be subjected to a public prosecution.

This power of correction may be delegated by a parent to a master, ex gratia, parent binds child as an apprentice.
Parents have the right of controlling the major contracts of their children. 13c.452.

But a parent has no home over his infant, 13c.452:8, child's estate otherwise than as guardian. He may be called thereon to account.

And a minor is entitled to all property which he may acquire in any way except by his own labor or service. He is entitled to the fruits of his labor as being his minor.

Hence a parent is entitled to an action for 96.1112,
guilt or act on one who has beaten or injured 13c.453 a minor child by will of the service is occasioned 12/7.645.

If a child is bound out as apprentice the master 12/7.

If not the parent is entitled to the action.

There are no actions under a baser suit to be brought by the parent for enticing away a minor child.

So the injured parent by Injury Still a child may bring,

since he is in his own name entitled to an apology He

action.

And in these actions hot by the parent for consent to quantal damage of the parent not incurred any legal expense by the injury he may recover for the loss of service of the defence; but in each case he must specially state the expense.
Parent in the same principle a parent is entitled to an action agst one who has seduced his daughter. In this case the action
3 Bap 1879 is the nominal eye of the action. If the
2 T 168 action will not lie unless there has been illegit
6 Mod 117 must due.
11 East 74
5 Exp 38 685 2 dees 1085

3 Mils 10
Aug. 259
In this action the parent may recover the
remorse of the daughter unless but then case
must be specially alleged.

3 Mils 10
But the loss of service is not the rule nor the
3 Exp 58 585
principle ground of damages.

L.R. 158
2 Mils 10
1 Exp 55
4 East 35
Lanc. 178
29 Oct. 1087
5 Exp 155
The loss of service is the gist of the action yet
evidence of the slightest proof of service is shift
to maintain the action.

49 Geo. 476
3 Exp 476
The character of the daughter in the action is
put in full face to determine the cost of damages
and in some the action has failed entirely in so
and if the low character of the daughter these
39 slight loss of service was proved. How in this?
Bull. 4327
where the latter contributed to the bad conduct
of the daughter it was told that the latter
was not entitled to recover at all. volutu
This action lies in favour of any person in loco parentis or upon an act done where the female resides or who was in loco parentis.

In this action, the daughter herself is always a consentent witness. She cannot be compelled to testify. This action, when brought in the case, is in principle in favour of the son, but in any case it is usually brought by the senior member of the family.

If the debt has been legally entered the half is so in practice.

But when the declaration does not allege an unlawful entry of the half, house, house, profit, or a lease to enter, defects the action for the subject minister is voidly in asperation.

It has been a question whether an action will lie for taking away one's child with alleging any loss of service or any special damage.

3. Rand. 1770 thinks that the action will not lie, unless in case of the ben at law. Even in this case it might not now to lie for the reason has been twice rested.

An action will lie for cutting any and a loss because he is entitled to the value of the child's maintenance (without special damage being alleged).
The authority of the father ceases when the child attains the age of 21, but this rule is not
453
correctly expressed. The true proposition is that
452
A child on attaining the age of 21 has the
right to emancipate himself and on the
principle it was held that where a man was 67, 252
476
years of age but had continued a member of his
father's family all the time it was held that 216
453
that his settlement followed that of the father.

The matter as such has during the life of
452
the father no authority over the children. The
authority of the wife to correct the children is
founded on the implied aspect of the father.

Parent is liable for the torts of his minor
children while they live under his government
no further than a master is liable for the
torts of a servant. As parent, he is not
liable at all for any tort committed by his
minor children.

He is bound by the contracts of his minor
children as far as masters are liable for the
contracts of their servants except in the single
case of necessity. A parent is always bound
to supply his minor children with necessary,
not of course so in the case of master's
servant.
Certain cases in which, by statute, parents are subjected for the minority of a child to the control of a guardian. In no case at common law is the parent liable for the crimes of the child.

(66) The head of a guardian of a minor is to be a temporary guardian or principal in the hands of a parent for certain purposes.

In England, the head of a guardian is the owner of the person and estate of the child, hence the guardian for the person and one for the estate. There are many species of guardians according to the English law. At the head of guardians in foreign countries, this obtains only when an estate held in knight service descends to an infant in which case the lord to whom the knight service was due was the guardian. This guardianship continued until the knight service was due to the female 16 a married. Then, the guardian was not accountable for the profit, but might transfer his guardianship. This species is abolished. Ch. 2.

Guardian by nature. The father or mother of an infant, if no other protector, may be guardian by nature. If the father has the first claim on the infant, he is, and if his ancestors are in equal degree, the guardian. Until the infancy of his son, the preference of the parent gives the preference to the guardian. This guardianship extends only to the heir apparent of the ancestor.
It has been quarto once written by the English that a female can never be a guardian by nature since she can never be her own parent; but the rule is not so strict; for a female can be the natural parent of all her minor children, but she does not mean that they are guardians by nature at law. But surely that they are both persons of a naturally most proper to be appointed guardians by the legislature.

3. Guardian child in socage. This spring from the tenure of real property. It takes place only when an infant under fourteen is seized of land by custom, descent, or held by socage tenure. The specific letters 33 & 34 belong to the tenure of the right, however 35 & 36 to whom the land went by liberality, descent, or by the laws. This kind extends to the person, the socage estate being to his in corpore intestate's property, and according to letters 37 & 38 come to his personal property. This continues only 39 & 40 until the age of 14. The guardian in socage 41 & 42 may not assign his guardianship.

IV. Guardianship for nurture. This extends to children not being apparent. It continues to the age 36 & 37.

5. Guardianship at 14. It can be held only by father or guardian of the child 38 & 39. At 14, 39 & 40. These three last species may be superseded by the appointment of a testamentary guardian. 41 & 42.
By Stat.11.Cw. 2° a father may by will a day and time appoint a guardian for all his children who are under 15 years of age, and unmarried. The will must be witnessed by 2 witnesses, and the appointment must be made in the lifetime of the father. The will of a father who dies intestate becomes null unless the will is admitted to probate. The guardian appointed in the will of a deceased father must be accepted by the court and take effect as if the will were executed as a living person, and the guardian shall attend to the person and estate of the child, and superintend every other kind of guardianship. No such will is valid.

This guardianship cannot be revoked by the child without the consent of the guardian. The child is bound by the will of the father, and the child's estate is subject to the jurisdiction of the court. The court has authority to remove the guardian if the child is found to be mismanaged. The court may also appoint a guardian for the child if the father dies intestate.

Stat.51. No estate of the child is disposed of by will of the father, and the child is subject to the jurisdiction of the court. The child is bound by the will of the father, and the court has authority to remove the guardian if the child is found to be mismanaged. The court may also appoint a guardian for the child if the father dies intestate.

Stat.57. A child is bound by the will of the father, and the court has authority to remove the guardian if the child is found to be mismanaged. The court may also appoint a guardian for the child if the father dies intestate.

If guardian by act of the chancellor to them. The chancellor may also remove any, & may appoint a substitute, or the chancellor, & substitute another (Code 64 K. 189-606.)

He may also appoint a temporary guardian. He may confide the guardians to give bonds for faithful performance. He may dispose of his estate by the more of bringing up of the child.

In court the clerk may have no such bonds. In not has executed this matter.

III. By the appoint of the ecclesiastical court. But it is declared that they have a power to appoint a legal guardian. It is held in the case that they have any power except to appoint a guardian ad litem. (Heb 3:74. & Lev 192. 1 Sam 14:76. 3 S惆th 631. Co 16:131. P. 132(2461)

IV. Guardian ad litem. A special guardian appointed for a particular suit when the child being left has no guardian who can or who will not appear for him. (See note 3:76.) Co 16:131. 1856. 8 Rev 147. & Co 53(16). 2 Rev 136.
Under our law, there is no guardian by
declaring in wills, by testament, by custom
or by appointment of the Chancellor. We have
three species of guardians: 1. *natural* guardians
2. *de jure* or by the appointment of Probate
3. *de facto* guardians, but little—we have no
guardians, for practice as according to the cl
there cannot possibly be any necessity for it.

I. The father is the natural guardian of all his children until 21, and his authority,
Sec. 1302, extends as well to the person as the property.

On the father’s death, the mother frequently acts
as guardian but she does not appear to be
guardian in law; for any other person may
be appointed guardian but no process to
remove her—One it also implies, they, when
it shall so happen that anyone or shall have
no father, guardian or master, the bi; Probate
may appoint

Sec. 1302. It has indeed been held that the mother in
case of the father’s death is natural guardian
to her female children until the age of
choosing—just law. This thing is regulated
by statute; and the statute makes no distinction
between males and females.

While the father is alive no other guardian
can be appointed unless he is formally removed
and he cannot be removed except for

Sec. 1302. The mother in the death of the father is
frequently appointed guardian by the Ct of Probate.
If the court in quo has no guardian, or if the guardian in quo, a master, is the duty of the court to appoint one.

If the court is of age to choose a guardian (12+14) it must summon him to elect, and if the court approve his choice such guardian will be appointed.

If the court neglects to choose the court appoints when it thinks proper.

If a male infant under the age of choosing has no father the court may appoint with him summoning the court at all. The same holds undoubtedly of females. There can be no necessity of summoning one who can have no voice in the election.

Our court of probate have the same power of removal in guardians as the Chancellor has in

Estate - (Construction of an estate) - Our
It may remove the natural guardian from

its guardianship of the estate. To de esse tions. Eo, if guardian appointed to an infant under the age of choosing continues until the full age of twelve of the infant unless the infant attains the age of thirty, another to the acceptance of the Court.

In cases the infant is of private age and required to take
dependency from all guardianship appointed to him for the
guardianship of their duty for whatever when
the infant is of full age or a child if raised under the
judge of probate and the bond must be in the

Both in cases the infant has any estate.
But in Court, the guardian appointed by C of probate cannot be sued by the infant.

2. In Chancery, the Governor will remove a guardian for misconduct, or where there is reasonable ground to apprehend misconduct.

3. In these cases, the Chancellor, exercising his discretion, may decide.

4. The guardian, except parents, are bound at their own expense to maintain the ward. But in Court, the Governor might apply the ward's estate to the support.

5. If a parent has not the means of the Chancellor, he may apply the ward's estate to the education of the ward, but this will not be granted except in case of necessity.

6. But in Court, having married a second time, is not bound to support his children if his former marriage. Therefore being guardian, may apply the infant's estate to the support of such children:
It has been said that for any thing more than a Ward

usurpation of ordinary execution the parent may, 213ce. 353.
guardian may claim the release from the 213ce. 137.
child's estate, but the rule is now altered 255.

But if the parent is not the chancellor may 573.
allow the parent to apply the child's prospect 651. 188.
not otherwise. Caut! No gull rule can be 651.188.
bol'down - it depends upon the circumstances 651.188.
of each case.

If the ward's creditor, as a contemptuous act, 234ac. 353.
comes to the guardian's life time it asks the ward, 229ca. 137.
the guardian is benefited by the indent. The quar-
lessis trusted is not allowed to speculate - 573.
the guardian receiving the goods property is considered 651.
indebted as trustee and if a stranger tortuously acts 79ac. 188.
on the goods taken to take the property he is liable in 573.
sum of the estate as a trustee or guardian. This cannot be from 213ce. 137.
of one they enter on the land of an adult. Now 213.
man if he enter on an adult land of course he is also 651.
be treated as a tenant.

And where a stranger diverts an infant and keeps it 234ac. 234.
resepion of a fond age of the ward the infant has the benefit 234ac.
that the disposition must be treated as a trustee 234ac.
during the whole time.

Guardian of an infant mange none in Court 573.
not payable recovery it. May when will be it. Com. 234ac.
not make a valid land of partition with creditors.
A guardian has no lawful right to rest the wards' money in land without advice from the Chancery. If he does it, the ward on full age may take the money and put in the land he cannot have both. This right of election is personal to the ward; so if the ward die without making election his executors will have the money and not his heir at law can claim the land.

21 St. 4. Where a guardian has money of another in his hands he must pay interest for it until he can show that he could not advantageously and safely lend it on interest.
Parent & Child (No. 2)

The English Chancellor exercises a power over the marriage of wards unknown here, where the ward is under the guardianship of parents, Chancery will not generally interfere.

And where there is a mere apprehension that the heir will marry to his disparagement, the CPM. will with the guardian's consent, Chancery will give a bill of attaint, an injunction to secure the person of the ward, C. 78.

If a male ward marries, the guardianship over his person passes to the not over his property. Revest. The property of a guardian over a female ward is sometimes held to be determined by her marriage. His power over her person and property is determined by marriage or by the heir's being of full age; his power over her property is not determined.

There is to be an appraiser in the state for the guardian to bind his ward an apprentice. The parent has the power, and more further than the settlement of infants and settlements, etc.

Our State law does make special provision with regard to obtaining original settlements.

By our statute no foreigner can gain a settle.ment here unless he is admitted by a court of the town, or by the select men of civil authority, or by being appointed, and executing some civil office. (Note: By foreigner is meant one not a citizen of any of the states.) No citizen of any other state can gain a settlement here unless he has one of the three qualifications before mentioned, or unless he has real property in the state in fee to the value of $300. dollar, or then unless he has
Settlement may be acquired by birth, the place where a child is first known to exist, is prima facie the place of his settlement. But proof that the parents of the child have a settlement in another townabols that presumption of the child will be settled where the parents are.

But in all cases if neither father nor mother have a settlement in the state, the child born here is settled in the town where born, or between such towns in the state.
Settlement may be acquired by parentage, the settlement of the father or a legitimate child is the settlement of the child; and the settlement of the child regularly follows the settlement of the parent. (Post 243.)

But this rule in England holds in quite a different manner to legitimate children, but in cases of illegitimate issue, the children are settled with the mother, not with the father, even after an order of stipulation (A word gained no settlement by residing with it.)

A settlement acquired by parentage is called a legitimate settlement.

The settlement of legitimate children not confirmed to continue to follow that of the parent. (Post 124.)

On the father's death, the settlement of the children does not regularly follow the settlement of the mother, except in certain cases. When the mother acquires a new settlement by a second marriage, the children must be maintained by the settlor. (Post 143.)

If a widow marries having children under her care, and resides with her for maintenance, but if she has no property or the property does not support the children, the child's settlement belongs to the parents to which it is subject with its mother (Post 32.)
As persons can have two settlements at one and the same time, but it is that one may have the
necessary qualifications in another town, if his settlement in that place is in the town where
he happens to be at any particular time.

A settlement cannot be lost except by the acquisition of a new one.
An unfit man in certain cases gains a settlement of his own, by conformity: and when he acquires
such a settlement his original settlement is lost.

The very act of gaining a settlement by an unfit
imprisonment the infant is severed from his
father's family.

First 1542. An apprentice man gains a settlement
by conformity. He may in England.

When a minor child comes in contemplation of
law to belong in the character of servant in
the family of his parents, he is emancipated
and cannot gain a new settlement by a change
of settlement in the latter.

Secondly, a child emancipated from the former
comes to live with his father's family, does not
follow the settlement of his parent.
A person may be emancipated: 1st, by attaining full age: 10th, 73, 37, & 356 than 34, 297. 2d, by marriage: a person under age is emancipated by marriage. 24th, 38, 381, 57, 12, 553, 3, 656. 1st, 520. 3, 130, 230.

3d. By gaining a settlement of his own. For he cannot gain such a settlement while being rescued from his father's family.

4th. A wife may be emancipated in Case of 36, 214 any relation inconsistent with her remaining 111, 557 under the care and government of his family. Such being the case of a soldier.

The term emancipation in this rule means merely an exemption from personal service in the father's family.

But full age is not of course an emancipation 67, 252 it makes quits the form of emancipation 3. 1st, 250 till he is actually emancipated by following 2, 26, 270 the settlement of the father or maintaining himself.

5th. A settlement may be acquired by: the 5th marriage a woman by marriage from 26, 363 his original settlement & acquiring the settlement. 371, 12, 12. 7, 216.
And it was formerly held that if the husband had no settlement, the wife’s settlement is suspended during the continuance of marriage, but revived with his death. But this rule is now doubtful.

1. If the settlement is gone, held to continue.

2. If he has no settlement, then Law 369, 370, 371, 374, 375. Of course her children during the marriage are settled under in the plan of her settlement.