By pain of heart, now check'd & now impell'd.
The Intellectual Power, through words & things,
Went soundly on. or dim & tedious way.

Begun Jun. 1916
Revised June 1916.
Dr. Price informs me that about 14 or 15 years ago he had the honor of being admitted to the Franklin Institute.

He says it was a great event for him.

This is how he described it:

[Handwritten notes]

P.S. My dear friend,

I have the honor of being admitted to the Franklin Institute.

Edward Price

June 1816
...until a reasonable time has elapsed, in which satisfaction should be made: in default of such satisfaction, the property should be considered as having changed owners; in a state of Nature it belongs to the person suffering injury, as is sufficient to compensate it; in civilized society, it should be applied to the restoration of the injury, subject to the discretion of the governing power; if the rest should be restored, Ill Rul. p. 40 Esae 260-262. It follows from these rules, that the article taken should be such as is valuable property can exist in; it should be the property of the wrong doer; since it is only a means of compellig satisfaction, it should be such as will sustain no injury from keeping, though if it is the only property of the wrong doer which can be taken to be perishable, perhaps the natural Law will permit it.

The preceding doctrine is of speculation merely; it can be of little use to the practising Lawyer. It is upon Statutes & Decisions that he can repose rest, in support of his Client's claim, for they have so entirely altered, limited, & curtailed the right to mode of distress, that the received rules can scarcely be referred to these principles. In the present elegant, but abstract, for the most part abstract system of our Law, the principles upon which they were originally founded must cast but a dim, waning, dimmish light upon the path of the practising Lawyer; no longer

The preceding doctrine, as applicable to this title, is perhaps, speci

...
use he only with confidence, to conduct here & through the
clout to the Sand of decision. The Guide of the Israelites, as the story
was the Pillar of Cloud, but a Column of fire by Night.

But in our System, this natural right is limited, altered, con-
troul by statutes in its origin, progress, effect. At Common Law, Distress
is used, 1. for non-payment of rent, 2. for injuries by things damage se-
rient, 3. to compel appearance at Court, either for suit or service, 4. for
Assessment. Statutes have extended it to aseume, the keeping of certain de-
ties, as in England for Poor rates, Stages; here for taxes & military fines.
The last are not properly Distresses, but rather in the nature of Executions.
The first does not statute here, since the only process for the non-pay-
ment of rent is by Action. And as we know no service, in our terms,
the latter branch of the third is not used. Of course it will be necessary to
consider Distress for things damage seient. I Distress to compel appearance
in suit. I propose to consider separately these two branches as to their
object, their means. I thire to inquire into the things liable to Distress.

Distress Damage seient. As the owner of real property is entitled

to the exclusive possession of it, the law invests him with the
powers to protect this himself from every invasion of this right, sub-
ject to the greater interest of society. He may repel with force a
possible entry, or justify an intruder assault in expelling a trespasser.
The preservation of the Peace is of so much greater consequence
that this right of release for injuries committed, is not so generally
given to the party injured party, except by the intervention of a Court of
law. In this manner, he may obtain a more perfect remedy for
every wrong, while the interest of Society consider an injury, the dan-
ger that of every man being his own avenger does not exist.
But in direct injuries to Land, direct certain, among others, this avengement
does not exist, if the Things doing the injury be held or taken, or satisfaction
since the same still carries its superseding power over the quantum of
But it would give no unreasonable advantage to the one, since the owner of the property may be unknown. The law is beyond the reach of Process. But after a wrong is done, as the lawyers say, the same certainty cannot exist as to the "actor" for the law will not grant private persons with the power of distressing their own injuries. I am unable to find a case in which the right to distress was held to exist for an injury to personal property. We may define it to be the right of taking by personal property doing damage to the real property of another. Perhaps, upon balance, this may be a defined damage plaintiff to personal property. The title Distress damage plaintiff is usually considered synonymous with taking cattle trespassing on another's ground, because this is the case in which such remedy is usually resorted to. But I believe no doubt can exist, but that the right is as extensive as the preceding rule; Shocks of corn, we talk; greyhound chasing cousins in a woven net, cows in a several pasture. Bac. Abr. Distress 1.

no reason why the Common Law doctrine is not applicable to this County.

Distress damage plaintiff seems to be a privileged somewhat branch of law, partly restrained by few exemptions. As far as my researches extend, I was able to discover by but one limitation to the rights of being that any thing doing damage may be restrained, except property in the actual occupation of another, which is protected because a corporation would lead to a breach of the Peace. This protection will be further considered in the third branch of the present inquiry.

The taking of real property must be regulated by the Common Law, while our statute has been kept in force by the common law, in the caption.
of least. Both must be compound, but there the resemblance ends.

Goods distrained, might be carried whenever the distressor pleased
at Common Law, but by the Stat. of Wexford, c. 1, 26 H. 6, distresses
may not be carried out of the County. By Stat. 12 H. 8, c. 12 (Distri.

3) no distress may be driven out of the hundred, nor above three
miles from the place of capture, except to a pound oven if doubt not but
the remainder part of these statutes is now here. But if they did not obtain
by their own intrinsic force, the provisions are so reasonable
that Doubt not but they would be considered as limiting the com-

mon Law, and the same may
so no distress is to be used oppressively, the provi-
sions of the above statute may be considered as bringing out the deter-

mined, and of reasonable usage. The reason of this statute appears here, you

recognize qua data, 1. because when debts were imposed the distress
was to find them consummation; 2. it would be unreasonable to subject them
to the trouble of taking over the world for them. 2. because he had a
right to reply them, if it would be wrong to drive him to a distance
from his home, to purchase it and it may be supposed he knew no law requiring
the distression to carry beast of goods to a public pound, but it would
be prudence so to do. Yet would be expedient to pursue the steps of our statute,
as far as convenient; the common Law requires notice (I believe) to the
owner if known. A distress thus taken, of goods, remains merely a pledge; our
statute gives no authority to sell it. The distression has no property in it, only
a mere suspender; he cannot use it in any way, he is bound to use the stir-
est diligence in keeping it, if used in any other mode, or in the manage-
ment of it, is restrained by the strictest construction of the Stat.
the distress escapes or; by any, the slightest negligence, his right of recovery
is gone; but inevitable necessity is held to excuse it. Illustrations of the last doctrine

Enr. Ab. Dist. D.
District of Cattle damage feasant may be made at Common Sow of Beasts trespassing upon the grounds of another. At Common Sow every person having the possession of cattle was obliged so to use them, that they did no damage to another, except where trespass was known to fence by prescription. But as our fathers used to redress upon the wrongs to supply their cattle with food, such a rule was found inconvenient. The Stat. 1769, c. 84, s. 1, was therefore required every person to maintain the fence around his particular enclosures, authorizing him to distrain only where such fence is found sufficient. It would have been further provision expounded whether wholly to suppress the Common Sow or only to impose upon the fence the obligations required by a prescription to fence. An elaborate opinion in favour of the last alternative may be found in 6. Hals. 90. In a similar decision 4. Mason 44. I sought not to doubt such an authority, I only hesitated, but I believe the first was the intention of the makers; for nearly the whole land in towns was uninclosed. The mischief would receive an imperfect remedy, by such a construction should think by the spirit of policy of our Laws, no more was bound to fence, if he was willing to suffer the inconvenience of letting his land be woven. But if beasts escape through any neglect to fence, at Common Sow into the close of another, who distrains, the owner of the beasts may bring his curtilage vendor against me. Provinse damages, other liability to ubie action would operate as a penalty for not fencing. The words in the Statute are surely strong enough to bear the first construction, but much may be said upon both sides. What cattle seems a sufficient fence is established in the same Statute s. 19.

When beasts are impounded, which must be in a kennel pound within the spirit of the Stat. 17. 132, c. 22, of the English Statutes beforementioned, notice must forthwith be given to the owner, if known, s. 13 or of unknowns they must be credited. The whole form of proceedings may be found in the same Statute. Though it ostensibly extends only to horses, cattle, swine, other creatures, the last clause, I believe, includes every living thing in which there exists a property, independent of possession. Horses, swine, and hogs, though fence is insufficient.
Distress for suit in Court of Chancery

This is a branch of feudal origin. The warlike habits and constant spirit of our early ancestors, the supposed title which the Saxon law gave to the personal services of their tenants, required a restraint upon their freedom inconsistent with the genius of the institution. But while this civil injury was united with an offence against society, the public good required that any effectual means of prevention or punishment might be employed. In conformity with this notion, in the pues of me, sheriffs, which were supposed to be accompanied with beakers of the peace, for which a fine to the King was payable, a capias was permitted to issue, to detain obey to the Court the body of the offender.

But in the other civil actions, which were considered to be mere violations of private injuries, the fine only mode of process, to bring the offender to the Judgment seat, was first by summons, or attachment, last by distress in nature. If these failed, no further proceedings could be had; for the offender thus deprived of his goods, while not forfeit to the King, became from these satisfaction was to be made, which for satisfaction of the offence was to be made from these personal property, since the offender was already deprived of his goods, which were forfeit to the King, no further proceedings were considered feasible. But the progress of civilization lessens influence of some measure gradually loosened the bonds of the feudal System, while the increase decrease proportional value of personal property required every aid should be afforded to its acquisition. Securing by fraud, by fiction, by statute, other modes of redress were introduced; while on the one hand, various forms the process was extended to detention the body of the offender as a sentence.

Natural justice obtain it as a pledge for satisfaction on the other required that, that the property so forfeited for constructive contempt should be applied as far as it could, for compensation, substantial injuries. It is therefore stated to be customary, where goods were forfeited to the King upon outlawry, to grant a sign manual to the creditor preventing, to apply them as discharge of his debt.
Our fathers in this country, with their characteristic boldness, without recourse to fines or negligence, made the body of the debtor liable to be taken in default of property. In civil suits, sundry by the English practice, for if the debtor appears in accordance to the summons, the attachment is dissolved. A room is given to the debtor to convey away his effects, beyond the reach of process, but overfurther, with a view to the security of the vigilant creditor, have in early times directed the goods to stand as security for the judgment. The history of this alteration may be found in Stat. 11 & 12, c. 11. The in the compilation by Rogers Floor, 1660, an attachment only issued in default of appearance to summons, except in two cases, either where the defendant was a foreigner, or where he was about to convey his estate beyond the reach of execution. In 1660, creditors whose debts were due in specific articles were permitted to lay on them, if they could be found, if not, on other estate not prohibited by law. In 1692, the process might be issued in the first instance, in debts for money, as well as specie, as our fathers called it. In 1702, it was the right to give it was placed in its present situation, by extending it to any civil suit. The statute was not in force. I believe, which directs that the estate attached shall be held to answer the judgment in the suit, but that Tit. 14, c. 1, sè necessary complements the doctrine, by declaring that estate at the suit shall not be held longer than thirty six months, to satisfy the judgment.

The power of attachment is of material advantage to the creditor, as it furnishes an easy mode of securing debts, while, by extending the process of Preploration, so far as to applying it to a mode of distress, dividing an estate by substituting bonds in lieu of estate, Stat. 31, 1597, it made no material injury will be wrought to the debtor. An inconvenience
may exist, since it is in the power of any man, from spite or vindict, to drain the goods of another to any amount; but since the distressor would be liable to costs, where the claim is unfounded, or to an action on the case, where the distress was excessive or malicious, the play would be hardly worth the candle; and mankind may be safely left to pursue their own courses, where their interests coincide with the policy of the law.

The Statutes we have cited relate chiefly to the circumstances under which distresses may be made; for the article liable to that process, we must have recourse to the Common Law. For a consideration of that part of the subject, may since the exemptions from distress, damage, and the like, are so few, that my observations will be chiefly directed to the articles liable to attachments, I shall specify, and diversify between the two classes. What goods then are liable to Attachment?

Cocke says, 1 Geo. 2, st. 3, that, attachment should be of such goods as are subject to voluntary, with submission, and not to forced execution; for debts and choses in action are proceeded in such cases (see 26) which clearly are not attachable at Common Law.

We shall wish more convenience, to the rule, that personal property is generally liable. I proceed to specify the exceptions.

As the Statutes, with things attached to be held, octopus, say that they may be liable to Execution, Stat. 21 and 22, it is best perhaps, that those exempted from Execution, are not liable to attachment for suit in (Comp. 6, Mass. 242)

There are other exemptions peculiar to distress,

1. Nothing can be distrained, which cannot be returned in the same "plight" as sheaves, or shocks of corn, or hay. (a Litt. 47) or leather we value.

2. Mass. 125. It may be doubted whether gravel is distrainable, except in large
I am informed there is a case now pending in Massachusetts upon the
point, corn is liable damage servant. Hatch. 37. 264. 82. Some doubt still
whether in this State grain would be exempted. In her an ordinance
of Massachusetts, things subject to present decay, as corn, are not liable
to distress, unless security be given to make good the damages. New.
Hist. III. Appendix. 649.

III. Things distressable must be such as a valuable property can exist as.
things serve nature may not be taken. It is believed a tree of less are
distressable, since they are in principle will lie for the true. But. II. 78.

VIII. Things in actual use are privileged, as an use in a mans hand;
his table, or any thing about his person. Vol. IV. Even an horse, dem
use servant cannot be distress, when the rider is with him. 6
T. R. 199.

V. The utensils or tools of trade are not liable to attachment as the use
of a carpenter, the books of a scholar. Our Statute exempts "tools from
execution." They are of course exempted from attachment for suit by the
and use likewise protected at common law. Deed. XXIV. 6. A vessel
lance are comprehended within this rule, in every book, which
I have had an opportunity to consult. E. Y. 661. c. 67. 46. It is true this ex-
emption holds by the ancient Law of England. 3 B. N. B. Act. No. 223. B. In the
last book, they are held liable to a distress for rent, where there is nothing
else sufficient on the premises. And by Stat. 31. 32. c. 11. "it is not
necessary in distress issues that statute for the distress to show in his
deposition there was another sufficient distress, it must come in justification
from the other side. Carth. 829, a cart was held liable in this case.
In Bus. 894, Open one liable for distress for poor rate, because the is
in the nature of an Execution. By our Statute exempting them
from Execution, if they are comprehended under this rule they are not liable
in such cases.
On the other hand, in a case, it is said that there are not always
under the name of theft, some attachment or execution; he says that
a cart or gown might be taken. This case arose before the case of
perhaps the opinion of the courts at that time was not so well settled as
to the operation of the common law exemptions, as in the latter case.
It is true, this was a special regulation; perhaps peculiar in other coun-
tries, where the feudal law prevailed. Among the regulations drawn by
Santini de Beauce one of the heroes of the first Crusade, for the govern-
ment of his kingdom during his absence. I find the following. "The Peace
shall at all times be preserved towards the clergy, monks, travellers,
"ladies, their attendants. If any man take refuge with a lady, he shall
"be secure in his person, or payment of damages. Peace be to
"the person; his own or their instruments of agriculture shall not
"be liable to seizure." Amalgiec Machaere, June, 1811, Review of Michael
"Histoire des Croisades. From Critical Reviewer. This may relate only.
"to an exemption from the Proceedings of Sequestration. If this
"shows the policy of the law in regard to agriculture. But we believe this
"exemption is founded on broader principles: not merely that he might have
"means that to earn means for the payment of his debt, but to preserve
"means of subsistence.

VI. Armours, things necessary for the support of life are not distrain-
able.

"Our Statutes 17-33. c. 61. § 1. c. 3. c. 4. c. 1. § 10.
"preamble, recognize I limit this exemption.

VII. Goods already in the custody of the law are not distrainable.
"as goods already taken on Attachment or Exon. Goods already taken
"by one officer cannot be taken by another. 5. Mass. 271. But
Goods of strangers are sometimes liable to distress. Debt, damage, or personal goods. Such distress is cited to show that they are not distrainable for rent, if found on the premises. The petition may be granted, though that case more received a fraudulent termination. Perhaps in that case, as reported, there existed such a special property, as rendered those liable for the bailee's debt, but not for amendments. Bae. Ab. Distress. 1. But it is believed that goods of another are in no case liable to distress, for such an act, because they are not liable to execution. Bae. Mc. Op. C. 4; Doug. 40; The command in the writ is, to attach the goods of the defendant. It is every day practice to bring actions for a violation of this. See. Syl. Depreciation. Bae. Ab. Rep. E. 1. Hallet. 135. It is believed that every thing is liable to distress for damage, pursuant, or except things in actual use, almost every thing to listen for rent, which may be found on the premises.

It is said that some of the preceding exemptions do not hold in those provinces on the nature of an execution, as the first 5, 6, 9, or 11, not in case of an execution. We have some such provinces in our State, as in distress for taxes, under the militia law; they are such as are complete, without further judgment. I believe that the fact that under our system goods are held to clothe does not proscribe these, any of these exemptions, for it a mistake but all the reasons apply to them.
It is said that attachment lies not against a corporation. Hawk. Pr. 182; 4 Mass. 176. Attachment for contempt certainly does not. For in their corporate capacity they are incapable of committing contempt. Yet in Chancery a sequestration may issue for the contempt of non-appearance. But at Law, an attachment in the nature of a fine may issue to compel an appearance. Bac. Ab. 402. Attachment, B. & C. 350, 351, 352, 354. The authorities. But I am informed that in a late case in New York, where a Bank at Bridgeport commenced a large number of suits against a Bank, for the non-payment of their Bills, he failed on this ground. An Equity is to be levied upon the individual property of any inhabitant of a town. 11 Mass. 365.

At Common Law, in Chancery, such as Bank Stock, Turboke shares, he cannot be taken by attachment or Execution. 9 Mass. 204. Our Statute, Tit. 14, c. 2 subjects them all to a suit against the individual members; but it is believed that in a suit against the Corporation, they continue protected. 2 Revs. 383; 7 Mass. 206; 4 Mass. 347.

An Equitable Right cannot be levied upon by either of these, for it is not attachable as personal property. 2 East, 464. 1 B. & C. 464. The remedy is by Bill in Chancery. The Equity of Redemption may be taken as Real Estate. 1 Day, 93; 2 Day, 149; 1 Cowles, 47. For by the 29. C. 2. c. 3. Equitable rights may be taken by Election. 1 B. & C. 59.

The fourth Exemption from Attachment I omitted. Valuable things in the way of trade are not liable to distress: as an horse at a smith's shop; clothes at a tailor's; sacks of meal in a mill or market. 10 Litt. 171.
By the 2d of aforesaid, bank notes, or any other chose in action any
must be declared, for they cannot be sold to cause a receipt of collection upon
another. [as Temp. H. 111. 33.] 7 March 1710, Bache's Annuity. 50. Dec. 22d. By a

A G. one told me than they were issued against the inhabitants
of the first Society of Norwich, in their corporate capacity, for the
expenses of building or repairing their meeting house, was levied
upon some leading person or of those opposed to raising the mo-
ney. I think upon one Mr. Barker: perhaps the tale signed

...
Lef, vacum.

An highway, by the common law, means nothing more than an easement to another, viz., the right of passage, does not convey any interest in the soil. The soil, all the profits arising from it, as mines, turf, herbage, gravel, etc., belong to the Lord of the fee, but such trespasses as are incidental to the enjoyment of the easement are excusable, such as trampling the herbage, consuming it by cattle passing over it, since the law, by conferring a privilege, conveys every power necessary to the enjoyment of it. In every other trespass, an action accrues to the owner of the soil, but it is believed that trespass or a arms is the most proper remedy, for such injuries as go directly to the injury of the herbage, soil, it might be doubted whether case would lie.

Towne often pass a by-law, that no cattle should run at large, pursuant to the power, given them by Statute 1.55. It may perhaps be doubted, whether the legislature gives can restrain a man, from the enjoyment of his property so far as to prevent him from pasturing his cattle before his door, under a keel.
To decide this, we must consider what rights to the land are conveyed to the public? All
our law books say that only the right of passage is conveyed, the whole interest, except that
remaining in the previous owner, the donee may bring an action for redress, except where the
injury interferes with the public's rights. If then that privilege is vested in here, can he
be considered as intending to convey it, by the covenant to the public.

Epitaph on Ephraim Hart, Minister of Windsor, died 1711

Who when he lived, we drew his vital breath
Who when he died, his dying was our death,
Who was the stay of state, the Churches staff,
Alas! the times forget our Ephraim.
Here lyeth the body of Henry Welles, sometimes magistrates of this Jurisdiction,
who died the 30th day of May, anno Salutis, 1665
Actius 79
Title.

Any may fish in the river opposite his own land to the channel.

Common Law: Navigable rivers belong to the king.

Tented here.

Right depends on the right of soil.
Either by the English Law

So, this is not a navigable river.
Because the tide does not ebb & flow.

1. Miss. 438
Esp. 519.

Or by our Common Law.

Reasons of the distinction

In terms of sea, owners of land extend as far as they can to channel.

S. 559.

[Additional notes and scribbles at the bottom]
Points relating to Real Property, held under an article.

The evidence by parole is admitted to vary them; Courts are more liberal in admitting parole proof respecting them than deeds.

A letter of Attorney under seal is not necessary to enable an agent to bind the principal in many contracts, especially in those of a commercial nature. 11 Mass. 292.

As there need of any letter except where property con-
tact must be under seal.

A person is an absolute deed, who promises by parole, to give a definite


It is seen that conveyances of land may be avoided by fraud.

When they grow out of an illegal transaction, in this they differ from other cases. 11 Mass. 378.

the distinction was attempted to be made by counsel, but Court did not sanction.

A number of deeds, not being alien interests, are good witnesses. 11 Mass. 499.
When a person is accused of a crime, then the law requires about nine various forms of protection, to enable him the better to defend himself from an unjust accusation. He must demonstrate his innocence to the tribunal, before which he is to be tried. He cannot even be put to trial, before until at least twelve men, see reasonable ground of suspicion, he cannot be convicted, unless twelve men, indifferently chosen from the body of the county, are willing upon their oaths, to pronounce him so. But the most important, alike most essential of all his privileges arises from the effect of the evidence. Unlike from the different issue, or question put to the jury, in civil or criminal cases. In civil, I speak that an intent that other cases, or more contests, between one man another, where the weight of property, only is decisive; the law compels you to come to a decision, however scanty, the evidence, as is decided, the law compels you to come to a decision; however scanty, the evidence, or imperfect, the light you receive on the subject, or small the reasons, that you find, believe that justice was with the one, or the other of the parties.
The distinction of law equity is more in any con
permanent one. The forms is continually growing
before the latter. What was equitable in the last age
is strict law in this, whose equitable principles were
incorporated with the maxims of law by our forefathers.

There are however certain principles resulting from the
peculiar constitution of the court, which must have
remained the peculiar objects of equitable jurisdiction

Where the legal remedy is doubtful or incomplete.

III. Self-deal, misrepresentation or once a ground of Eq. in
ference; but courts of Eq. have lately assumed
jurisdiction, it might be doubted if should be resorted to.
1. East. 97. 31.

III. Advantage gained at law by fraud. But courts of
Eq. have assumed jurisdiction in this, as in other
gains by contract to promote, of a suit, &c. 4. 22
Colman vs. Holcot.

III. Average contribution is another ground. But
ever here, law has encroached upon Eq.

V. Removing impediments to a fair trial.

VI. Preserving property, pendente lite.

VII. Assisting to enforce judgments.

VIII. Injunctions to prevent irreparable injury.

IX. Restrainting multiplicity of actions.

X. Bills of discovery.

XI. Bills to perpetuate evidence.

It is believed that the sixth and four last,
just forever remain the objects of equitable judicature;
it may be doubted, if all the rest may not,
the more, or at some future time be remedied.
acts may still be considered within the Eq's jurisdiction; only, but a Court of Law will not recognize it as to allow it to form a sufficient consideration for a promise.

And is equally within the jurisdiction of a Court of Law; but in consequence of the secrecy of its perpetration, and the difficulty of proof, Equity must retain its jurisdiction, as long as the mode of proof is sufficient.

Accidents are becoming assimilated to the legal tribunal. The use of Secrecy, dispensing with the proof of an instrument, have opened to themselves a wide door for the admission of banners, but lately, purely equitable.
Of the remedy of the Vendor of Real Estate for the Purchase Money.

As the object sought for is the recovery of money merely, it is believed that the remedy is to be found at Law. I am not aware of any case where a Bill in Chancery is set precedent. I apprehend that by our practice it cannot be sustained.

The remedy is an action upon the agreement, suited to the case. If it be unsealed, covenant or recital will lie; if not, assume it.

Covenant will lie in every case, when a promise appears, or would be implied, and it is the only remedy upon sealed instruments, where the money is payable.
At the time for the payment of the last, the
not elapsed. Chitty's Pl.

Debt will lie, where the sum appears on
form, upon the face of the sealed instru-
ment. It is apprehended that it is sus-
tainable, whoever the party, if there
be one, though but a single breach can
be shown.

Assumpsit will lie to recover the price
for land, in every case where no agree-
ment is made under seal.
In case Potter v. Turner, 7 Lea, 513, a court, on the plea of a debt, was to adjudge a debt due to B, in satisfaction of the debt to A, assigned to C. But C, by a letter of attorney to B, had the option to pay the debt or other consideration for forbearance. In accordance, he could not pay the debt, nor could he, on the ground that as the whole consideration was stated, proved, that consideration was payable to be on the person's promise to perform, to the extent that B could only perform his part of forbearance as far as A consented, for his promise was revocable at any time. If it had been in his power to declare, without stating this consideration, he could have discharged it. By the great discretion of the action, the money paid previous to a modern time, it is in his power, by the consent of the debtor, to recover in such a contract as this. The question is raised whether if or not has in justice the most right to the money. Whether the illegality of the original consideration between the original debtors cannot be set up by him, as he is considered a mere trustee of the money. 1 B. D. 9.

It seems that the Court of KB adopted liberal principles of amendment of judgments in 1811, Wm. 13 B. 93. In such a case, it would be a brave case, said the Court, that our judgments shall be made good or bad, at the pleasure of judges, nor not able to amend them.

Wm. 13 B. 93, Buckley v. Simons, a case on a writing for security to be a covenant to stand secured in whole lands afterward shall be seen. The point is thus with considerable difficulty and formally adjudged on the constitution of the deed perhaps, that no use is made. Holcomb, C. J. It is not clear, whether the nature of the conveyance, p. 66, 67. That no estate passes by the deed, good to a given, but from the agreement of the parties, as testified by it. If I understand all this, the weight of action accrues from it. — It is clear, and that such an estate may be created by a writing, but not by parcel. Though otherwise untenable, that we may be required either way. 3 Town, 530, 531. R. R. 3. This doctrine is eloquently illustrated, the case reported perhaps, by Holt, 12, 101, 102. That was said, either by a declaration of the promise, or by a valid agreement. As a bargain made on payment of money, but the promise is not transferred, or loaned, but stands as a good agreement. Being void for want of consideration, it therefore requires an instrument under seal.

The law is stated, where consideration of a conveyance, see the statute of Paris in usual. 39.

Thus, as here a debt as well as a legal contract, is found in 1833, which none in England, not actable without a written, but this is not so in England, section 32.
Nov. 17, 1823,

It is proposed to consider the Law of Real Estate, as enforced in America, since it has received the different states of society in this country a great deal of attention, and the limits of this title are ever more and more subject to change. Under this title, are even more indefinite, fluctuating, and imperfectly understood. The elder and more learned class of lawyers, such as Brodhead and Pierson, seem disposed to refer everything to technical principles of law; while in those regions which were rapidly peopling in which the profession had not the learning to the extent of the more ancient states, in which the profession had not the learning to the extent of the more ancient states, a robust common sense has supplied the place of study. Estates settled more by a reference to the maxims rather than to principles of law, or the more fluctuating criterion of the people, have arisen, and the schools of American lawyers, the one prevailing more in the south, the other in the north, and the one is in the New England states. I cannot now settle the geographical limits of these modern Provincial subdivisions, nor determine to which class the courts of the United States belong; but it is my humble office to collect the results of the both writers in points of practice, of the effects of the latter mode of reasoning be the same, the point adjudicated may be considered as settled.

The obvious division of legal estate is into three kinds: fee simple, fee for life, for years, or at sufferance. So these may be added to a most important title of estate in equity resulting from contract.

Fee simple estate, or is where the whole interest in the land is vested in the person holding in possession. It may be created by operation of law, or by descent, or by deed, or by actual possession for the period of 21 years, in which case delivery is presumed, or by a devise of a Court of Chancery operating in rem, wherein it proceeds may convey a legal title.
The first mode of acquiring title is in familiar use in our country. By statute, the children equally inherit; they take as pannone, the possession of one is the possession of all, so that one cannot be dispossessed without dispossessing the all, each being losing his situation; every one may bring ejectment to against the other for his undisturbed share.

The second mode of acquiring title, by deed, is likewise very frequent. The consideration of this subject will lead us to investigate the learning of deeds; a matter which cannot be understood without tracing the history of conveyance from its earliest rise in England; it is a matter of no small difficulty, to settle how far the fragment of the feudal system prevails in our alloidal title or how far the statute of Uses operates in our country.

The third mode will embrace some discussion of the statute of Limitation.

The fourth is only mentioned incidentally: the full explanation may be more profitably found under the head of Chancery.

II. Estates in free are known in our jurisdiction; but their recentness is so marked by the habits of our citizens, that so contrived by the influence of our statutes, that as a matter of practice, they are of comparatively slight use.

III. Estates for Life are not much known in practice.

IV. Estate by Custom, i.e. by Course, must receive considerable attention.

The other estates in land, however, do not deserve extensive research, for there is nothing in the nature of our Government which renders the rules relating to them different from those governing similar estates in England.
Highways.

The right of soil, in overhighways, is a very nice question, and is decided by opinion. That the common law doctrine must be adopted; for new unlawful invasions are not to be favored. We have already experienced misfortunes and inconveniences enough, for having forsaken it.

The fee is generally in the person who owns the land adjoining; a grant of land bounded on an highway conveys the soil to the center. It is not necessary to recite to the authorities to show this position; they are fully discussed, to Day 944.

As to a grant of way, it seems that a presumption arises from any act permitting an highway in fact, with full knowledge of it. It is difficult to reduce this proposition to terms sufficiently precise. Perhaps, use of land as an highway, is evident to the jury of the fact. 2 Sel. East. 378. n. 8.

The nature of this kind of evidence is explained, supra 109; 944. In England, 26 years usage, is considered a conclusive bar for this, as for other incorporeal estates. 3 Sel. East. 494; 6 East.

In analogy, our Courts have considered that 15 years usage has the same effect. Marshall, Attorney General, 347. Morgan, S.C. Hartford, 1810; perhaps, the usage for a less time is evidence of a grant.
Warranties.

For rule of Damages. 3. Mass. 458. Do. 444. 445. 3. Do. 843. 4. 178
on warrantee charter. 3. Mass. 503.

At feudal Law a Seizure, granting a Seizure was held to warrant it, under the implied tenure, not void, even to restore the land of equal value, with the feud from which it was voided at the time of the grant, without any regard to the improvement, which the tenant might have made.

But in this country at its first settlement the land was of little value, the improvement the principal object; such a rule would afford a very inadequate remedy. The personal covenant of warranty had previously been introduced; that the old action of warrantee charter was never therefore introduced, but the action on the covenant adopted, the rule of Damages like other personal actions, was the indemnity of the covenantor, at the time of the breach. vide 3. Mass. 503.

Will an action lie, for breach of implied warranty; has it ever been adopted, or must the remedy be warrantee charter? I believe so - I cannot consult the American Authorities. 2. Cases. 188. 1. Brief.

The doctrine of implied Warranty is explained with admirable perspicuity, in Statute Bengish &c. 275. 29. Cases. 173. n. 93. 28.
Some thought that Simplici Warranty might be the result of tenure; but it is not, where a man grants, to hold from the Lord Paramount, vide ante.

A Warranty, in this sense, can only be annexed to land; Co Litt. 18. 6. So in a warranty of things personal, no remedy is allowed. The remedy is by personal action. Sases for years rest upon a different principle; the warranty is not from tenure, but contract. 1. note 332. No warranty is implied in the sale of a personal chattel; for a sound price. 2 East 314. sn.

Simplici Warranty of a Sackeld is not limited by the express ur. in Sases, it is pro cadum vulturio. So in any implied personal engagement, an express agreement may bind precedent the effect. Helyn 98.
The question, whether care lies against a Corporation is now under consideration in the Court, in the case of Bury v. D. Company, for building press, as such a nuisance or cause the current taking away the Pleff's land. Is not there a distinction between nuisance prior to seance? Comp. 277, 290, 293, 293, 293.

277, 290, 293, 293, 293.

Originally, the Pleff might construe the defendant to repay his law; this was remedied by Magna charta, c. 22, Nullus habet ad illa. 6, 699.

There is a great difference given, between powers by C. 2, powers by statute. While any person exceeds powers entrusted by the common law, his acts are not void, but available, none but the party may avow it. While a person exceeds powers given by statute, his acts are void, any person can take advantage of this the reason why are suspect if good, where made by breaking an house. v. C. 29.

The doctrine illustrated, Pos. Cor. 199.

Retainer.

Where one has wrongfully possessed himself of the goods of another, the person deprived may lawfully take the same, provided it can be done, without a breach of the Peace. Jacob's sub. verbo.

Does this right extend to any case, except where the taking is lawful? Yes, since Blackstone says sub verbo, 9 vol. 27 ing on to a private inclosure to retake goods may be justified, where the goods are stolen, but not without.

It would seem, that a person is justified in retaking his property, peaceably, whenever he is unlawfully deprived of it. Yet where a lawful special property is in the possession, he may not retake it, if a time be let to go to New York. The owner should find the bailee going to Boston, he cannot retake (Bac. Ab. 94). 197. for the original possession is lawful, and perhaps from the confidence reposed.

Taking back goods statute is no taking offence money, but only furnish shewn the thief is thief, but.

It is said, (Jacobs, sub.) if one sell my goods underly, I may have them again; D. 20, 2. Statute with Peirce, we can do. Does this mean either by action or reception.

It seems that an unlawful trespass, with the property, to eject, 348.
As a defendant in the action promise, or another on express promise, of indemnity of bail, bound to indemnify against a tortious act or groundless suit. Note: 2 N.Y. 450.

The question, as to the right of recapture depends upon the determination, where is the property.

A sale by a person not authorized to make it does not alter the property. 1 B. & P. 648; 2 B. & P. Diss. 132, and 2 B. & P. Diss. 125. Yet it is so by some old cases, that a trespasser obtains a property therein.

A prisoner may retake his former pledge, unlawfully taken away, for he hath a property; a man may retake his own, where he can find it. Bac. Ab. Jukes, per J.

But an ejector, who has but a naked custody, can not retake, after a distance be rescued, except upon fresh pursuit. ibid. quod non...
"It is a very wicked thing to play with the brand of our fathers."

The spirit of our legislation can be very imperfectly understood, without comprehending the religious lesson, which operated more or less in every department of the civil and political life of our ancestors. The first settlers of New England, as they set out with the intention of forming a state of religious purity or government of saints, it is a remark of Hume, that the Puritans were more attached to the Old Testament than the New. 6 v. 326. Our Fathers were naturally led to believe that the Sores of Mines contained the most perfect specimen of civil government. The feeling that many of its regulations were originally adopted, and its provisions were cited as precedents, in our statutes, I believe, as authority in our Court. This was the same genius of the Brownists and Pilgrims. A most ancient deep rooted aversion to the Spiritual Courts is another trait in our Sutler's character. Still, the finer principles of toleration were not known; their only objection to persecution was the object towards which it was directed. And as their morals were more rigid, than those of the land, while they had forsaken, they found it necessary, that
A reverence for the office of Magistrate a Minister appears to have been another trait in our fathers character. Some. Something still appears in our Statutes; as in statutes, 1738 c. 1 § 10. Highway, 1736 c. 58. & perhaps they owe their exemption from Military duty to this. Our Revolution army was, among its other evils, made great inroads upon the dignity of these offices.

The State of Connecticut has retained more of its old usage than Massachusetts, which may perhaps arise from the circumstance of retaining its charters, while that of Massachusetts was vacated; and from the great number of foreigners, the more extensive commerce of the latter. Yet I believe that Massachusetts carried their religious zeal, better. New England or bluekin stiffness further than the Colony of Connecticut (exclusive of New Haven)

The most important titles in our Law are

- Laws
- Estates
- Tenure
- Consequences
- Degrees of Property
- Capacity
- Right
- Community
- Perpetual Succession
- Continuing Office
- Delegation of Power
- Duration
- Freedom of the Press
- Settlement of Property
- Nightly Walking

Other important terms:
- Bank
- Bail
- Specialty
- Evidence
- Power
- Right
Our Sabbath-Sanctity is derived originally from the Jews. The rigid observance of the Sabbath does not hold. I believe in any Christian country, until after the Reformation, there was more punctuality with the Catholics. The Sabbath was not observed so strictly, since one cause of complaining about the Sabbath was against Rebellion; it was a way to prevent the English. The English never wore so strict. 1 Th. 2:13.

The observance of Saturday might be looked upon as more agreeable to the Jewish Law. The evening, the morning, i.e. it is everywhere customary to consider Sunday evening as more devoted to cheerfulness, social enjoyment, than any other evening, while perhaps fulfilled one great end of the Institution, may be taken from the Episcopalian,散布. It is also generally practised to cook no dinner or supper the day before. It is probably originated from the inconvenience of cooking, when every member of the family attended meetings, it would be looking too far for an sermon to undertake it to an opposition to Episcopacy: though perhaps, it may be derived in some measure from the Jewish "Orens," the Jewish Observance.

It would seem, from the notes to our statute, that we had no act relative to the observance of this day, before 1711. Offence was unquestionably punished before that time; perhaps the Nap. Statute were tacitly adopted. The instantaneous conviction is like a thief taken in the morning at 6pm.
In the same year, the "School Houses" were enjoined to teach sewing as well as reading. The "Townsmen" or selectmen were to undertake the task of visiting the families to see who were yet to go to school.

Do not our systems, by which every man is exposed to the over-ruling of Grandfathers, fathers, &c. Selectmen, bear an affinity to the surveillance under which the English lived, use by the regulations of the most.

If we do not know whether the Selectmen ever exercised a jurisdiction in Salem, one D. T. Harris appealed, pursuant to a peace order, before the Townsmen, for his Guardian. Perhaps knew a Spencelthrift, 1683.

In very many of our Penal Statutes, a punishment of whipping is desired to be given to children, negroes. It seems that was a very ancient punishment of Servants, Jacob's Dictionary, sub verb "Corrime.

Judge Littleton, in Avery v. Byram, 13 Mass., said, Christianity is no part of the Law of Moses, but offences against it are punished, not as such, but as offences against the Peace. And it were so here: but the it may be doubted if the Punishment is here, false. Our Statutes provide for the punishment of most, if not all our Penal Court cases, so that perhaps one Common Law does not embrace them. No doubt, more speculative points are very imperfectly decided by a legislative body, whether consulting of Bible.

congregational, or some similar families. The principle that X'ty is part of the English Law, is established, Bk. 4, 59, note. The true medium is difficult to be known; it is hard to distinguish doctrines which are merely speculative from those which interfere with civil policy. No one denying the being of a God should be punished.

Perhaps the truth of the Scripture verse upon which the first depends our whole hope of ultimate salvation, it few will make the proper distinction between the Person of God. Suffering rests upon a similar reason. But the belief of the Trinity does not. As it made the salvation of the Hebrews.

Our Law regarding children is suited with the penalistic notions. The sections ordering all parents to keep their children employed is evident in theory, though perhaps limited to slavery in practice.

Although our Laws do not exclude Slaves,

men from secular employment, yet they are exempted from Military duties, & work on Highways. - Gov. Saltonstall, at v. 2, 150, 3.

It would seem, that their exemption from tax is very old.

In May, 1781, No. 47, No. 5, and No. 31, 29 shall hold place of the former. c. 17. May one provision that they shall continue a part of the above powers to ultimately derived from that.
Our Deambulations, between throns, is taken - perhaps from the Common Law; de Deambulatione, passim. 2 Inst. 104. See the ancient observation of the Sabbath. 2 Inst. 264.

Our age, excusing certain offices from serving after the age of seventy, has perhaps a precedent in West. 2. C. 38. 2 Inst. 146.

Justices of the Peace were not known until about 1699. Neither were they known in Mass. under their old Charter; 4. Mass. 543. So that our folks probably followed the practice of the Boston folks.

See an old Statute for the destruction of noxious game in England, 2. N. 1617. 258.

An Administrator, qua such, can maintain no real action. 2. Mass. 478.

The origin of circuits, says Lord Coke, is没问题. 1. Samt. 28. 15. 10. 2 Inst. 1478.
Master has authority necessary to navigate, but none to sell, except in cases of extreme necessity, this ship.

Whether Mortgagee be owner of the ship before possession.

Majority, or [majority] may send

to ship to see, against consent of [particular], on

giving security.

Owners are bound by every lawful

contract of the master, relative to the

employment of a ship, in a general

ship.

Master is always bound by contract, made by himself for owners; not by contract made by

owners.

Persons expending money for the care of

ship has no lien on her, at home, unless

by express contract, in England, contra

[particular].

Master has authority over mariners,

may reasonably chastise them.

Stoppage on transit.
Wall's Law of Shipwrights

When the master has all authority necessary to navigate, he needs a great knowledge of the duties of a master concerning the ship.

Whether Walshe can be owner of the ship or the master before graduation

The ship was only at sea for a few days, and according to the custom of the master, relations to the ship are always made by the master.

The master can also command by authority, for instance, for setting out to command on a mission.

Whether the master can be responsible for the actions of the ship, even when he is not there, is a question that needs to be addressed.

The master's responsibility includes ensuring the safety and well-being of the crew and the ship.

The master must be able to demonstrate his expertise in navigation and ship management, even when he is not present on the ship.

The master's role extends beyond the immediate tasks of navigation and management, encompassing the overall leadership of the ship and its crew.
Names of Writs of Real Actions

1. Cur in Vita: Where a husband claims his wife’s lands after his death.

2. Rescure Impletidt: In favour of a tenant of Advancement.


4. Rume Plouhe: Lies at the seat of the jury, where all the lands of an Inquest are suppressed not to be found, to discover there which are not crossed since 12 can.

5. Per yre & Serentia: Judicial went on the rate of a fine to foreclose of lands to compel them to attend.

6. Ruesd Clerici non eligentis in officio: In favour of Cleric who is elected unsuitable by reason of the lord he holds.

7. Ruol de Defercat: In favour of tenant in Dower, Curtesy, or for life, and against recoverer, where they have lost lands by default.

8. Ruol permittetnucurrension provestmem.

9. Ruol permittet: Lies for their discovered of common.

10. Ruol forse: Lies in favour of A to compel B to show cause why he should hold his common in hand of A.

11. Ruol Certum:

12. Tenementi in osse sibi non querendie: Lies for him to whom discovery.

Ad measurement of Pasture: To ascertain common of pasture.

De secunda suspinitione: lies after proceeding.

Writ of Deponent of Advancement.

Advis of Deponent suspensation: lies to enquire who last presented.

Advis Impedist.

Ad submissionum Clerum. to the Bishop to chant clerk of patron in Rex. Imp.

Advis non ordiment against Bishop for not administering or proceeding.

Advis Incurvament. to remove clerk of Bishop or Bp.

The authorities. Certioro to Bp. not to admit.
Wait of Notice.

1. Cui iniuria dicitur.
2. Dumbuit in rebus.
3. Dium frueat non comperit accipere.
4. Cui in vita, where a husband has alienated a woman's estate in his life.
5. Cui ante devotionem. Do before divorce.
6. Old Commune. Legem, for reversion where the tenant has left or ceded his estate.
7. Corn conversion. For conversion during life of tenant by dower, who has alienated.
8. In causas consortiis. For conversion during life of other tenant for life.
9. Ad terminum qui praebent. Be whose tenant for years holds over.
10. Causa Matrimonii praebenti.
11. Dower under right of dower.
12. Sine aequa capitulat. Where Bishop or dean diond without consent of convent or chapter.
Principles of the Law of Insurance.  Chapter 1

March 1.

Insurance is a contract whereby one party, in consideration of a stipulated sum, undertakes to indemnify the other against certain perils or risks, to which he is exposed, or against the happening of some event.

In England, all persons, aliens, or natives, may be insured, except alien enemies.

An alien enemy cannot maintain an action on a policy, though goods were shipped before the war commenced.

An action cannot be maintained on a policy on the property of an alien enemy, though of British, manufacture, exported from hence.

The great question whether alien enemies can be insured still remains undecided; the above cases only show that an action cannot be sustained in war times.

A common law policy person or any company may be insured.

No insurance can be made on any ships of God, intended to be exported or imported contrary to the laws of the kingdom, or of its predecessors, or the laws of nations, if the intended commerce be illegal, the policy to protect it is void.

The losses may take advantage of this objection, although he knew the nature of the trade.

The laws of England may no regard to the Revenue laws of another country; a policy will not be void, though the trade be a fraud against the Revenue of a foreign state, expressly contrary to the laws of nations, if known.

Bell v. Cleaver 66 496 Bell v. Thomson 55 397

Bell v. Cleaver 66 496 Bell v. Thomson 55 397

Bartlett v. Peters 76 294

Bartlett v. Peters 76 294

Bartlett v. Peters 76 294

Bartlett v. Peters 76 294

At common law, an insurance might be made without interest. This power was taken away by 1937 39.
Insurance Continued

If on a voyage trust may issue
not on an insured interest must be founded on a legal or equitable interest.

But on an uninsured interest, it must be founded on a legal or equitable interest.

Whether a man has a property in a vessel, it may be

It has been held that a man has a legal or equitable interest in a vessel.

If he is the owner, he has an insured interest.

A man's property in a vessel is to be considered as being a legal or equitable interest.

If a man is not the owner, he has no insured interest.

Such a vessel is to be considered as being a legal or equitable interest.

If the vessel is not insured, it is not a legal or equitable interest.

In the same way, it has been held that a man has a legal or equitable interest in a vessel.

In the same way, it is to be considered as being a legal or equitable interest.

The same rule is applied to vessels, in order to make sure of the vessel's interest.

But this is not always done, as making it an insured interest.

Those who have less may receive a reasonable proportion from the estate owners.

It is different, if a person can arrange the sale of the vessel.

By this arrangement, the passage of the ship upon the same terms as one part to another.

An insurance may be made against a man's legal or equitable interest, or against any part of it.

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The same rule is applied to vessels, in order to make sure of the vessel's interest.
The seizure of the vessel makes it not the fault.

If there be several parts of discharge, they must be touched at in the same manner as in the Policy.

However, by the libel, "to touch, stop, trade," may be, they can.

The cause, as it increases the risk.

The letter of insurance, is not of alibity, it causes covenants of peace.

but may cause any vessel or person that comes in her way.

The case of diversity, which usually occurs, one ship of which is bound to go to a certain port, is the only matter that occurs.

The cause of diversity, which usually occurs, one ship of another going to a different port.

the cause, event of necessity, which does not occur.

The case of diversity, which usually occurs, one ship of another going to a different port.

This is the only variation that the insurer from any of these facts, against which the insurer may use, to indemnify if it is not the fault.

The letter of insurance, is not the fault.

If a ship is not bound to go to a certain port, she is forced to have a course, at sea.

The case of diversity, which usually occurs, one ship of another going to a different port.

The above distinction can make no difference, except in the case of wages, profit.

The property of things captured in war is changed, when there is a reasonable hope of recovering them, or when, when they are brought under the jurisdiction of any enemy pirate, or by reason of any fact to deprive the owner of his rights.

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In England, the abandonment of the ship does not transfer freight. Where the cargo insurance is of less value than the interest of the owner, he abandons in the same proportion.

An abandonment, once properly made, is irrevocable.

In case of misfortune, the insurer is bound to use every exertion to save what he can.

From the nature of his situation, the Captain is, in such cases, under a quasi authority, from the insurers, the insured, to do what he deems best, as all are bound by his acts.

The premium must be returned, in the following cases:

1. Where the route has not been commenced.
2. Where the contract is void at outset.
3. Where conditions stipulated are not performed.

Reduction of 1/2 per cent is allowed, where the route is not commenced by default of the insurer.

In cases of fraud, the premium will not be returned.

Certified and signed byLane,

May twentieth, One thousand, Eight hundred and twelve, at Lyme, in the state of Connecticut. Quo tranquilitatem sustinet.


dol vivi, scilicet: homo est rerum; quia quod videlicet homines facit.
Chapter II. For Saul.

Tenant in feu tenant autrefois la tête de Wiel. Chapter 1, en
deux membres tenant en touts généraux, tenant en touts spéciaux. Tous à
French t原子, t原子, t原子, t原子.

Tenant en touts généraux est le tares en tenanciers, sont donc en un homme,
à sa femme et le corps ou leurs corps ou leurs entraves.

Chapter III. Tenant en touts autres possibilités.

Tenant en touts avec possibilités divin et toutes les tenanciers, sont
dons en un homme, sa femme en tant spécial tenant et leurs cors ou leurs
entraves entre tants tenant en
Our student will observe that the knowledge of the law is like a deep well, out of which each man drinks according to the strength of his understanding. It leads each student to the solemn and sacred secrets of the law; whereas by the ages of the law, or by the customs of former times, there has been the clearest, the highest, or the deepest. In the broad expanse of the earth, there is no place for the peace of the law, or for the sources of the law, or for the common places of the law. It is not the place of the law, or the source of the law, or the common place of the law, or the source of the law, or the common source of the law.

Writings, or plans, or transactions, or contracts:

1. It is the same with all contracts.

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Villa, quasi vehicula, quod in genere conveniens factum
in England esse 8,805 gross.
On Law, changing laws; of the trust by Jassy. (x)

Holy the 14 day beyond the rest. Hee 802. Doug.


Cause of the multitude of laws in a semi barbarous nation. No 32. last.

Effect of diversified studies. No 33. 168. On the probable benefits to be derived from Metaphysics. id.

Principles of Taste. No 35.

The Old English school of Poetry. No 35. 1st art.

Effect of civilization in producing vulgarity in the lower orders. No 35. 180. seq. a good polite unfavourable to duty of politeness. id. On the manners of the Scotch Highlanders. id.