

L. This letter, as a Roman numeral, stands for the number "fifty." It is also used as an abbreviation for "law," "*liber*," (a book,) "lord," and some other words of which it is the initial.

L. 5. An abbreviation of "*Long Quinto*," one of the parts of the Year Books.

L. C. An abbreviation which may stand either for "Lord Chancellor," "Lower Canada," or "Leading Cases."

L. J. An abbreviation for "Law Judge;" also for "Law Journal."

L. L. (also L. Lat.) and **L. F.** (also L. Fr.) are used as abbreviations of the terms "Law Latin" and "Law French."

L. R. An abbreviation for "Law Reports."

L. S. An abbreviation for "*Locus sigilli*," the place of the seal, *i. e.*, the place where a seal is to be affixed, or a scroll which stands instead of a seal. See *Smith v. Butler*, 25 N.H. 524; *Barnes v. Walker*, 115 Ga. 103, 41 S.E. 243; *McLaughlin v. Braddy*, 63 S.C. 433, 41 S.E. 523, 90 Am.St.Rep. 681.

LL. The reduplicated form of the abbreviation "L." for "law," used as a plural. It is generally used in citing old collections of statute law; as "LL. Hen. I."

LL.B., LL.M., and LL.D. Abbreviations used to denote, respectively, the three academic degrees in law,—bachelor, master, and doctor of laws.

LA. Fr. The. The definite article in the feminine gender. Occurs in some legal terms and phrases; as "*Termes de la Ley*," terms of the law.

LÀ. Fr. There. An adverb of time and place; whereas.

LA CHAMBRE DES ESTEILLES. The star-chamber.

LA CONSCIENCE EST LA PLUS CHANGEANTE DES RÈGIES. Conscience is the most changeable of rules.

LA LEY FAVOUR LA VIE D'UN HOME. The law favors the life of a man. Yearb. M. 10 Hen. VI. 51.

LA LEY FAVOUR L'ENHERITANCE D'UN HOME. The law favors the inheritance of a man. Yearb. M. 10 Hen. VI. 51.

LA LEY VOCT PLUS TOST SUFFER UN MISCHIEFE QUE UN INCONVENIENCE. The law will sooner suffer a mischief than an inconvenience. Litt. § 231. It is holden for an inconvenience that any of the maxims of the law should be broken, though a private man suffer loss. Co. Litt. 152b.

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L'OBLIGATION SANS CAUSE, OU SUR UNE FAUSSE CAUSE, OU SUR CAUSE ILLICITE, NE PEUT AVOIR AUCUN EFFET. An obligation without consideration, or upon a false consideration (which fails), or upon unlawful consideration, cannot have any effect. Code 3. 3. 4; Chitty, Contr. 11th Am. ed. 25, note.

L'OU LE LAY DONE CHOSE, LA CEO DONE REMEDIE A VENER A CEO. Where the law gives a right, it gives a remedy to recover. 2 Rolle 17.

LAAS. In old records. A net, gin, or snare.

LABEL. Anything appended to a larger writing, as a codicil; a narrow slip of paper or parchment affixed to a deed or writ, in order to hold the appending seal.

An affixation to or markings on a manufactured article, giving information as to its nature or quality, or the contents of a package or container, name of the maker, etc. See *State v. Reickenbach*, 235 Iowa 731, 17 N.W.2d 530, 531; *Higgins v. Keuffel*, 140 U.S. 428, 11 S.Ct. 731, 35 L.Ed. 470; *Burke v. Cassin*, 45 Cal. 481, 13 Am.Rep. 204; *U. S. v. Skilken*, D.C.Ohio, 293 F. 916, 919.

A copy of a writ in the exchequer. 1 Tidd, Pr. 156.

A slip, mark or tag of paper, or other material. *National Battery Co. v. Western Molded Products Co.*, D.C.Cal., 39 F.Supp. 954, 956.

An identification by inscription of the contents, ownership, etc. *Graham v. Justice's Court of Colusa Judicial Tp.*, 20 Cal.App.2d 328, 67 P.2d 127, 128.

LABINA. In old records. Watery land.

LABOR. Work; toil; service.

Physical exertion. *Leathers & Martin v. Conley*, La.App., 157 So. 607, 609.

A Spanish land measure, in use in Mexico and formerly in Texas, equivalent to 177 $\frac{1}{2}$ acres.

Continued exertion, of the more onerous and inferior kind, usually and chiefly consisting in protracted expenditure of muscular force. It is used in this sense in several legal phrases, such as "a count for work and labor," "wages of labor," etc., and is commonly construed as having such meaning when used in statutes giving liens to laborers, *Road Supply & Metal Co. v. Bechtelheimer*, 119 Kan. 560, 240 P. 846, 847; *Stuart v. Camp Carson Mining & Power Co.*, 84 Or. 702, 165 P. 359, 362; *Beakley v. Lind*, Tex.Civ.App., 32 S.W.2d 671, 672; and in the Immigration Act excluding aliens coming to the United States under contract, "to perform labor." *Ex parte Aird*, D.C.Pa., 276 F. 954, 957; *U. S. v. Union Bank of Canada*, C.C.A.N.Y., 262 F. 91, 93. For "Farm Labor," see that title.

The word is sometimes construed to mean service rendered or part played in production of wealth. *Britt v. Cotter Butte Mines*, 108 Mont. 174, 89 P.2d 266, 267; or superintendence or supervision of work. *Wandling v. Broadus*, Mo., 10 S.W.2d 651, 655; *United States for Use and Benefit of Farwell, Ozmun, Kirk & Co. v. Shea-Adamson Co.*, D.C.Minn., 21 F.Supp. 831, 837. Or physical or mental toil, bodily or intellectual exertion. *Christie v.*

Commercial Casualty Ins. Co., 6 Cal.App.2d 710, 45 P.2d 263, 266; Crook v. Commonwealth, 147 Va. 593, 136 S.E. 565, 567, 50 A.L.R. 1043; United States, Fidelity & Guaranty Co., for Use of Reedy, v. American Surety Co., of New York, D.C.Pa., 25 F.Supp. 280, 284. This broad construction has been adopted in construing statutes limiting hours of labor. Commonwealth v. John T. Connor Co., 222 Mass. 299, 110 N.E. 301, 302, L.R.A.1916B, 1236; Ex parte Steiner, 68 Or. 218, 137 P. 204, 206.

As used in mechanic's lien law, an architect performs "labor", Cain v. Rea, 159 Va. 446, 166 S.E. 478, 480, 85 A.L.R. 945; Paterson v. Condos, 55 Nev. 134, 28 P.2d 499, 501; "labor" implies personal service, Hampton v. Incorporated Village of Freeport, 244 App.Div. 815, 279 N.Y.S. 776; and "labor" is not confined to physical or manual labor, Diffenbach v. H. H. Mahler Co., 167 Okl. 518, 30 P. 2d 907, 908.

As used in statute concerning labor for contractors or subcontractors or in contractor's bond, the word contemplates an architect or other skilled man who superintends work, U. S. for Use and Benefit of Farwell, Ozmun, Kirk & Co. v. Shea-Adamson Co., D.C.Minn., 21 F.Supp. 331, 837; claim for work done by man and team in highway construction, State ex rel. and to Use of Winebrenner v. Detroit Fidelity & Surety Co., 326 Mo. 684, 32 S.W.2d 572, 575, 71 A.L.R. 1131; manual labor, United States Fidelity & Guaranty Co. v. Ed Hockaday & Co., 182 Okl. 73, 76 P.2d 911, 912; mental effort, United States Fidelity & Guaranty Co., for Use of Reedy, v. American Surety Co., of New York, D.C.Pa., 25 F.Supp. 280, 284; repair work on automobiles and trucks used by highway contractors, Employers' Casualty Co. v. Rockwall County, 120 Tex. 441, 35 S.W.2d 690, 693; transportation of materials, State for Use of Pennsylvania R. Co. v. Aetna Casualty & Surety Co., 4 W.W.Harr. 158, 145 A. 172, 173; work of superintendent as well as labor in ordinary sense, Look v. City of Springfield, 292 Mass. 515, 198 N.E. 661, 662.

As used in statute concerning statement of claim by any person who has performed work, or rendered personal service on levy of attachment not founded on "labor" claim, the word includes services by salesmen, clerks, and persons who performed personal services for others, and not merely bodily exertion or physical toil. Levitt v. Faber, 20 Cal.App.2d, Supp., 758, 64 P.2d 498, 500.

"Labor" within arbitration statute applies where physical force or brawn and muscle constitute the principal effort to produce a given result. Levy v. Superior Court in and for Los Angeles County, 15 Cal.2d 692, 104 P.2d 770, 773, 129 A.L.R. 956.

"Labor," in connection with reference in Workmen's Compensation Act to manual or mechanical work, must mean actual physical contact with dangerous instruments and means used in carrying on business. Russell Flour & Feed Co. v. Walker, 148 Okl. 164, 298 P. 291, 293.

"Labor," "business," and "work" are not synonyms. Labor may be business, but it is not necessarily so; and business is not always labor. Labor implies toil; exertion producing weariness; manual exertion of a toilsome nature.

Common labor, within the meaning of Sunday laws, is not to be restricted to manual or physical labor, but includes the transaction of ordinary business, trading, and the execution of notes and other instruments. Bryan v. Watson, 127 Ind. 42, 26 N.E. 666, 11 L.R.A. 63; Link v. Clemmens, 7 Blackf., Ind., 480; Cincinnati v. Rice, 15 Ohio 225; Eitel v. State, 33 Ind. 201. But compare Bloom v. Richards, 2 Ohio St. 387; Horacek v. Keebler, 5 Neb. 355; State v. Somberg, 113 Neb. 761, 204 N.W. 788, 790. It does not include the transaction of judicial business or the acts of public officers. State v. Thomas, 61 Ohio St. 444, 56 N.E. 276, 48 L.R.A. 459; Hastings v. Columbus, 42 Ohio St. 585.

"Common labor" is unskilled manual labor, and is an "employment" within Workmen's Compensation Law. Leitz v. Labadie Ice Co., 211 Mich. 565, 179 N.W. 291, 293.

See, also, Laborer.

LABOR A JURY. In old practice. To tamper with a jury; to endeavor to influence them in their verdict, or their verdict generally.

LABOR CONDITIONS. The term "labor conditions" in a contract authorizing temporary suspension by the contractor for "strikes, labor conditions, and lockouts," refers to scarcity of labor alone, and bears no relation to the cost of labor. Robinson v. Solomon, 222 Mich. 618, 193 N.W. 209, 212. The term comprehends both wages and hours. Bumpus v. Continental Baking Co., C.C.A. Tenn., 124 F.2d 549, 552, 140 A.L.R. 1258.

LABOR DISPUTE. A controversy concerning terms or conditions of employment. Minnesota Council of State Emp., No. 19, v. American Federation of State, County and Municipal Emp., 220 Minn. 179, 19 N.W.2d 414, 419, 160 A.L.R. 533; Sandoval v. Industrial Commission, 110 Colo. 108, 130 P.2d 930, 932, 935, 937; Dallas Fuel Co. v. Horne, 230 Iowa 1148, 300 N.W. 303, 306. A controversy concerning wages. N. L. R. B. v. Indiana Desk Co., C.C.A.7, 149 F.2d 987, 990. A controversy related to purposes of collective bargaining. McKay v. Retail Automobile Salesmen's Local Union No. 1067, 16 Cal.2d 311, 106 P.2d 373, 380. A dispute between an employer and his employees about wages, hours, working conditions, or who shall speak for employees. Donnelly Garment Co. v. International Ladies' Garment Workers' Union, D.C.Mo., 20 F.Supp. 767.

LABOR ORGANIZATION. A combination of workmen usually, but not necessarily, of the same trade or of several allied trades, for securing by united action, the most favorable conditions as regards wages, hours of labor, etc., for its members. Keith Theatre v. Vachon, 134 Me. 392, 187 A. 692, 694; People v. Distributors Division, Smoked Fish Workers Union, Local No. 20377, 169 Misc. 255, 7 N.Y.S.2d 185, 187.

LABOR SEPARATION. Quits, discharges and lay-offs. International Ass'n of Machinists v. State ex rel. Watson, 153 Fla. 672, 15 So.2d 485, 490.

LABOR UNION. An organization, combination or association of employees or workmen. People v. Distributors Division, Smoked Fish Workers Union, Local No. 20377, 169 Misc. 255, 7 N.Y.S.2d 185, 187; Fertel v. Rosenzweig, Sup., 28 N.Y.S.2d 6, 9; for securing favorable wages, improved labor conditions, better hours of labor, etc., and righting grievances against employers. Com. v. Shipherd, 157 Pa.Super. 27, 41 A.2d 429, 431; Cole v. Commonwealth, 169 Va. 868, 193 S.E. 517, 519; People v. Graf, 261 App.Div. 188, 24 N.Y.S.2d 683, 685.

LABORERIES. An ancient writ against persons who refused to serve and do labor, and who had no means of living; or against such as, having served in the winter, refused to serve in the summer. Reg. Orig. 189.

LABORER. The word ordinarily denotes one who subsists by physical labor. American Surety Co. of New York v. Stuart, Tex.Civ.App., 151 S.W.2d 886, 888. One who, as a means of livelihood, performs work and labor for another. Blanchard v. Railway Co., 87 Me. 241, 32 A. 890; Weymouth v.

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Sanborn, 43 N.H. 171, 80 Am.Dec. 144; Missouri State Highway Commission to Use of Onstad v. Coopers' Const. Service Co., Mo.App., 268 S.W. 701, 702. One who furnishes his personal service, of a grade commonly performed by persons working by the day. Shefts Supply v. Brady, 170 Okl. 590, 41 P.2d 820, 822. A person without particular training employed at manual labor under a contract terminable at will. Morley v. McCaskey, 134 Okl. 50, 270 P. 1107, 1110; Devney v. City of Boston, 223 Mass. 270, 111 N.E. 788, 789; Cavanaugh v. Art Hardware & Mfg. Co., 124 Wash. 243, 214 P. 152, 154.

For "Farm Laborer," see that title.

A workman is a "laborer" within Longshoremen's Compensation Act, 33 U.S.C.A. §§ 901-950. Balaske v. Bassett, D.C.Mo., 35 F.Supp. 315, 316; and within Bankruptcy Act § 17 (11 U.S.C.A. § 35). In re Fabbri, D.C.N.Y., 8 F.Supp. 35, 36.

As used in laborers' or mechanics' lien law, the term means mechanics or skilled laborers, who perform work or labor under a verbal or written contract. Home Building & Loan Ass'n v. White, 141 Okl. 240, 284 P. 889, 890; one who performs manual labor, but includes employee whose regular duties include actual manual labor, although he performs other services, Aronoff v. Woodard, 47 Ga.App. 725, 171 S.E. 404, 405; all who work with their hands, crude implements, or teams in work demanding that character of service, Kansas City Southern Ry. Co. v. Wallace, 38 Okl. 233, 132 P. 908, 911, 46 L.R.A.,N.S., 112. Laborer under garnishment statute is unskilled laborer, Groves & Rosenblath v. Atkins, 160 La. 489, 107 So. 316, 317, but see Lames v. Armstrong, 162 Iowa 327, 144 N.W. 1, 2, 49 L.R.A.,N.S., 691, Ann.Cas.1916B, 511.

A laborer, as the word is used in the Pennsylvania act of 1872, giving a certain preference of lien, is one who performs, with his own hands, the contract which he makes with his employer. Appeal of Wentroth, 82 Pa. 469.

In English statutes, this term is generally understood to designate a servant employed in husbandry or manufactures, and not dwelling in the home of his employer. Wharton; Mozley & Whiteley.

See, also, Labor.

LABORERS, STATUTES OF. In English law. These are the statutes 23 Edw. III., 12 Rich. II, 5 Eliz. c. 4, and 26 & 27 Vict. c. 125, making various regulations as to laborers, servants, apprentices, etc.

LAC, LAK. In Indian computation, 100,000. The value of a lac of rupees is about £10,000 sterling. Wharton.

LACE. A measure of land equal to one pole. This term is widely used in Cornwall.

LACERTA. In old English law. A fathom. Co. Litt. 4b.

LACEY ACT. An act of congress, May 25, 1900, under which the states may enforce game laws against animals, birds, etc., imported from other states or countries. See Game Laws.

LACHES is principally a question of inequity of permitting claim to be enforced. Crowder v. Terhorst, 107 Ind.App. 288, 21 N.E.2d 141, 146; Brady v. Garrett, Tex.Civ.App., 66 S.W.2d 502, 504; Norman v. Boyer, 111 Colo. 531, 143 P.2d 1017, 1018; an inequity founded on some change in the condition or relations of the property or parties. Wallace v. Fiske, C.C.A.Mo., 80 F.2d 897, 912; Geiss v.

Trinity Lutheran Church Congregation, 119 Neb. 745, 230 N.W. 658, 661; State v. Platte Valley Public Power and Irrigation Dist., 143 Neb. 661, 10 N.W.2d 631, 634.

Laches is, or is based on, delay attended by or inducing change of condition or relation. Jones v. McNabb, 184 Okl. 9, 84 P.2d 429, 430; Shea v. Shea, 269 Mass. 454, 4 N.E.2d 1015, 1018; Collier v. Caraway, Tex.Civ.App., 140 S.W.2d 910, 914, Poulin v. Poulin, 60 R.I. 264, 197 A. 878, 881; delay for such time as to constitute acquiescence, Mary Jane Stevens Co. v. First Nat. Bldg. Co., 89 Utah 456, 57 P.2d 1099, 1125; delay such as to preclude court from arriving at a safe conclusion as to truth, Grant v. Hart, 192 Ga. 153, 14 S.E.2d 860, 869, 870; delay that makes it inequitable to accord relief sought, Thorpe v. Wm. Filene's Sons Co., D.C.Mass., 40 F.2d 269; Cartmell v. Nigro, 19 Del.Ch. 231, 165 A. 625, 626; delay that warrants presumption that party has waived his right, Harrison v. Miller, 124 W.Va. 550, 21 S.E.2d 674, 679; Bank of Marlinton v. McLaughlin, 123 W.Va. 608, 17 S.E.2d 213, 218; delay that works or results in disadvantage, injury, injustice, detriment or prejudice. Marsh v. Marsh, Sup., 49 N.Y.S. 2d 759, 761; Anderson v. Wyoming Development Co., 60 Wyo. 417, 154 P.2d 318, 345; Sample v. Romine, 193 Miss. 706, 8 So.2d 257, 263; failure to prosecute claim within reasonable and proper period, Burton v. Ryan, 88 Ind.App. 549, 165 N.E. 260, 261; implied waiver from knowledge of existing conditions and acquiescence in them, Jacksonville Public Service Corporation v. Profile Cotton Mills, 236 Ala. 4, 180 So. 583, 586; City of Lafayette v. Keen, 113 Ind.App. 552, 48 N.E.2d 63, 70; Pehlert v. Neff, 152 Pa. Super. 84, 31 A.2d 446, 448; inexcusable delay in assertion of rights, Winget v. Rockwood, C.C.A.Minn., 69 F.2d 326, 332, Lipsitz v. Parr, 164 Md. 222, 164 A. 743, 745; Johnson v. Umsted, C.C.A.Ark., 64 F.2d 316, 323; lack of diligence on part of plaintiff to injury, prejudice, or disadvantage of defendant. Rome Grader & Machinery Corporation v. J. D. Adams Mfg. Co., C.C.A.Ind., 135 F.2d 617, 619; Lamar v. Rivers, 235 Ala. 130, 178 So. 16, 18; Croyle v. Croyle, 184 Md. 126, 40 A.2d 374, 379, 380; lapse of time and acquiescence in alleged wrong, In re Associated Gas & Elec. Co., D.C.N.Y., 61 F.Supp. 11, 43; lapse of time together with change in condition or relation of parties, McKnight v. Basillides, 19 Wash.2d 391, 143 P.2d 307, 312; lapse of time together with prejudice or lapse such that prejudice will be presumed, Lindberg v. Linder, 133 Cal.App. 213, 23 P.2d 842; neglect for unreasonable and unexplained length of time under circumstances permitting diligence to do what could have or should have been done, Engel v. Mathley, 113 Ind.App. 458, 48 N.E.2d 463, 467; Columbia Theological Seminary v. Arnette, 168 S.C. 272, 167 S.E. 465, 468; Prudential Insurance Co. v. Sailors, 69 Ga.App. 628, 26 S.E.2d 557, 561; neglect for unreasonable length of time to do what should have been done, Bell v. Mackey, 191 S.C. 105, 3 S.E.2d 816, 824, 825, 830; Triangle Oil Co. v. City of New Orleans, La.App., 5 So.2d 558, 561, 562; neglect or omission for unexplained and unreasonable length of time, Pennington Engineering Co. v. Houde Engineering Corporation, D.C.N.Y., 43 F.Supp. 698, 705, 706; State ex rel. Phillips v. Ford, 116 Mont. 190, 151 P.2d 171, 176; neglect or omission to assert right as, taken in conjunction with lapse of time and other circumstances, causes prejudice to adverse party, McInnes v. McInnes, 163 Md. 303, 163 A. 85, 89; Hynes v. Silver Prince Min. Co., 86 Mont. 10, 281 P. 548; People ex rel. Mulvey v. City of Chicago, 292 Ill.App. 589, 12 N.E.2d 13, 16; neglect or omission to do what one should do as warrants presumption that one has abandoned right or claim, Shirley v. Van Every, 159 Va. 762, 167 S.E. 345, 350; Eldridge v. Idaho State Penitentiary, 54 Idaho 213, 30 P.2d 781, 784; negligence by which another has been led into changing his condition with respect to property or right, Heyburn Bldg. Co. v. Highland Motor Transfer Co., 245 Ky. 514, 53 S.W.2d 944, 946; negligence of complainant, good faith of defendant, and prejudice occasioned, or likelihood thereof, to defendant. Crandol v. Garrison, 115 N.J.Eq. 11, 169 A. 507, 511; negligence or omission seasonably to assert a right, Davidson v. Grady, C.C.A.Fla., 105 F.2d 405, 408; Sinell v. Town of Sharon, 206 Minn. 437, 289 N.W. 44, 45, 46; omission of something which a party might do and might reasonably be expected to do towards vindication or enforcement of his rights. Wynne v. Conrad, 220 N.C. 355, 17 S.E.2d 514, 518; McCauley v. Northern Texas Traction Co., Tex.Civ. App., 21 S.W.2d 309, 313; omission to do what law requires

to protect one's rights under circumstances misleading or prejudicing adverse party, School Dist. No. 14, Fractional, Niles Tp. and Buchanan Tp. v. School Dist. No. 1, Buchanan Tp., 266 Mich. 479, 254 N.W. 174; unconscionable, undue, unexcused, unexplained or unreasonable delay in assertion of right, Loveland Camp No. 83, W. O. W., v. Woodmen Bldg. & Benev. Ass'n, 108 Colo. 297, 116 P.2d 195, 199; Calkin v. Hudson, 156 Kan. 308, 133 P.2d 177, 184, 185; Sample v. Natalby, 120 Fla. 161, 162 So. 493; City of Paducah v. Gillispie, 273 Ky. 101, 115 S.W.2d 574, 575; unreasonable or unexplained delay in asserting right which works disadvantage to another, Kennedy v. Denny, 237 Ky. 649, 36 S.W.2d 41, 42; Caswell v. Bathrick, 53 R.I. 114, 164 A. 505, 507; want of activity or diligence in making a claim or moving for the enforcement of a right, Wissler v. Craig, 80 Va. 30; Babb v. Sullivan, 43 S.C. 436, 21 S.E. 277; Graff v. Portland, etc., Co., 12 Colo.App. 106, 54 P. 854; In re Wallace's Estate, 299 Pa. 333, 149 A. 473, 475.

Conduct of party which has placed other party in a situation where his rights will be imperiled and his defenses embarrassed is a basis of laches. State v. Abernathy, 159 Tenn. 175, 17 S.W.2d 17, 19.

Knowledge, unreasonable delay, and change of position are essential elements. Shanik v. White Sewing Mach. Corporation, 25 Del.Ch. 371, 19 A.2d 831, 837.

Laches requires an element of estoppel or neglect which has operated to prejudice of defendant. Scarbrough v. Pickens, 26 Tenn.App. 213, 170 S.W.2d 585, 588; Mattison-Greenlee Service Corporation v. Culhane, D.C.Ill., 20 F. Supp. 882, 884.

"Limitations" and "laches" are not synonymous; but "limitations" signifies the fixed statutory period within which an action may be brought for some act done to preserve a right, while "laches" signifies delay independent of statute. In re Van Tassell's Will, 119 Misc. 478, 196 N.Y.S. 491, 494.

LACHES, ESTOPPEL BY. A failure to do something which should be done or to claim or enforce a right at a proper time. Hutchinson v. Kenney, C.C.A.N.C., 27 F.2d 254, 256. A neglect to do something which one should do, or to seek to enforce a right at a proper time. Jett v. Jett, 171 Ky. 548, 188 S.W. 669, 672. A species of "equitable estoppel" or "estoppel by matter in pais." See titles "Equitable Estoppel" and "In Pais, Estoppel In".

An element of the doctrine is that the defendant's alleged change of position for the worse must have been induced by or resulted from the conduct, misrepresentation, or silence of the plaintiff. Croyle v. Croyle, 184 Md. 126, 40 A.2d 374, 379. Delay in enforcement of rights until condition of other party has become so changed that he cannot be restored to his former state. Wisdom's Adm'r v. Sims, 284 Ky. 258, 144 S.W.2d 232, 235, 236; Oak Lawn Cemetery of Baltimore County v. Baltimore County Com'rs, 174 Md. 356, 198 A. 600, 605, 115 A.L.R. 1478. Essence of "laches" is estoppel. Burke v. Gunther, 128 N.J.Eq. 565, 17 A.2d 481, 487. Laches is a species of estoppel. Bankers' Trust Co. v. Rood, 211 Iowa 289, 233 N.W. 794, 802, 73 A.L.R. 1421; Stewart v. Pelt, 198 Ark. 776, 131 S.W.2d 644, 648. To create "estoppel by laches" party sought to be estopped must with knowledge of transaction have done something to mislead other party to his prejudice. Wisdom's Adm'r v. Sims, 144 S.W.2d 232, 235, 236, 284 Ky. 258.

LACK OF JURISDICTION. The phrase may mean lack of power to act in a particular manner or to give certain kinds of relief. In re Rowe's Estate, 66 Cal.App.2d 594, 152 P.2d 765, 770. It may consist in court's total want of power to act at all, or lack of power to act in particular case because conditions essential to exercise of jurisdiction have not been complied with. State v. Williams, 209 Wis. 541, 245 N.W. 663, 665.

LACTA. L. Lat. In old English law. Defect in the weight of money; *lack* of weight. This word

and the verb "*lactare*" are used in an assise or statute of the sixth year of King John. Spelman.

LACUNA. In old records. A ditch or dyke; a furrow for a drain; a gap or blank in writing.

LACUS. In old English law. Alloy or alloy of silver with base metal. Fleta, lib. 1, c. 22, § 6.

In the Civil law. A lake; a receptacle of water which is never dry. Dig. 43, 14, 1, 3.

LADA. In old English law. A court of justice; a lade or lath. Cowell.

In Saxon law. A purgation, or mode of trial by which one purged himself of an accusation; as by oath or ordeal. Spelman. A water-course; a trench or canal for draining marshy grounds. In old English, a *lade* or *load*. Spelman.

LADE, or LODE. The mouth of a river.

LADEN IN BULK. A term of maritime law, applied to a vessel which is freighted with a cargo which is neither in casks, boxes, bales, nor cases, but lies loose in the hold, being defended from wet or moisture by a number of mats and a quantity of dunnage. Cargoes of corn, salt, etc., are usually so shipped.

LADING, BILL OF. See Bill.

LADY. In English law. The title belonging to the wife of a peer, and (by courtesy) the wife of a baronet or knight, and also to any woman, married or sole, whose father was a nobleman of a rank not lower than that of earl.

LADY-COURT. In English law. The court of a lady of the manor.

LADY DAY. The 25th of March, the feast of the Annunciation of the Blessed Virgin Mary. In parts of Ireland, however, they so designate the 15th of August, the festival of the Assumption of the Virgin.

LADY'S FRIEND. The style of an officer of the English house of commons, whose duty was to secure a suitable provision for the wife, when her husband sought a divorce by special act of parliament. The act of 1857 abolished parliamentary divorces, and this office with them.

LÆN (Anglo-Saxon). A loan. See Beneficium.

LÆNLAND. Land held of a superior whether much or little. 1 Poll. & Maitl. 38.

Land given to the lessee and to two or three successive heirs of his; synonymous with loan land. This species of tenure seems to have been replaced by that of holding by book or bocland. See Maitl. Domesday Book and Beyond 318. See Folcland.

LÆSA MAJESTAS. Lat. Leze-majesty, or injured majesty; high treason. It is a phrase taken from the civil law, and anciently meant any offense against the king's person or dignity.

LÆSIO ULTRA DIMIDIUM VEL ENORMIS. In Roman law. The injury sustained by one of the

LÆSIONE

parties to an onerous contract when he had been overreached by the other to the extent of more than one-half of the value of the subject-matter; *e. g.*, when a vendor had not received half the value of property sold, or the purchaser had paid more than double value. Colq. Rom. Civil Law, § 2094.

LÆSIONE FIDEL, SUITS PRO. Suits in the ecclesiastical courts for spiritual offenses against conscience, for non-payment of debts, or breaches of civil contracts. This attempt to turn the ecclesiastical courts into courts of equity was checked by the constitutions of Clarendon, A. D. 1164. 3 Bl.Comm. 52.

LÆSIWERP. A thing surrendered into the hands or power of another; a thing given or delivered. Spelman.

LÆT. In old English law. One of a class between servile and free. Palgrave, i. 354.

LÆTARE JERUSALEM. Easter offerings, so called from these words in the hymn of the day. They are also denominated "*quadrage-simalia*." Whar-ton.

LÆTHE, or LATHE. A division or district peculiar to the county of Kent. Spelman.

LAFORDSWIC. In Saxon law. A betraying of one's lord or master.

LAGA. L. Lat., from the Saxon "*lag*." Law; a law.

LAGAN. See Ligan.

LAGE. Laws in early Saxon times; *e. g.*, "Danelage," "Mercen-Lage," and "West Saxon Lage" (see those titles).

LAGE DAY. In old English law. A law day; a time of open court; the day of the county court; a juridical day.

LAGE-MAN. A lawful man; a good and lawful man. A juror. Cowell.

LAGENA. L. Lat. In old English law. A measure of ale. Fleta, lib. 2, c. 11. Said to consist of six sextaries. Cowell.

LAGHDAY or LAHDY. A day of open court; a day of the county court. Cowell; Toml.

LAGU. In old English law. Law; also used to express the territory or district in which a particular law was in force, as *Dena lagu, Mercna lagu*, etc. See Lage.

LAHLSLIT. A breach of law. Cowell. A mulct for an offense, viz., twelve "ores."

LAHMAN, or LAGEMANNUS. An old word for a lawyer. Domesday, I. 189.

LAIA. A roadway in a wood. Mon. Angl. t. 1, p. 483.

LAICUS. Lat. A layman. One who is not in holy orders, or not engaged in the ministry of religion.

LAIRWITE, or LAIRESITE. A fine for adultery or fornication, anciently paid to the lords of some manors. 4 Inst. 206.

LAIS GENTS. L. Fr. Lay people; a jury.

LAITY. In English law. Those persons who do not make a part of the clergy.

They are divided into three states: (1) *Civil*, including all the nation, except the clergy, the army, and navy, and subdivided, into the *nobility* and the *commonalty*; (2) *military*; (3) *maritime*, consisting of the navy. Whar-ton.

LAIZ, LEEZ (O. Fr.). A legate. Kelh.

LAK. See Lac.

LAKE. A considerable body of standing water in a depression of land or expanded part of a river; an inland body of water or naturally enclosed basin serving to drain surrounding country; or a body of water of considerable size surrounded by land; a widened portion of a river or a lagoon. Wood v. Maitland, 169 Misc. 484, 8 N. Y.S.2d 146, 150.

Body of water, more or less, stagnant, in which the water is supplied from drainage. *Amerada Petroleum Corporation v. State Mineral Board*, 203 La. 473, 14 So.2d 61, 68, 69. An inland body of water of considerable size occupying natural basin or depression in earth's surface below ordinary drainage level of region. *Keener v. Sharp*, Mo.App., 95 S.W.2d 648, 652. A large body of water, contained in a depression of the earth's surface, and supplied from the drainage of a more or less extended area. *Webster*. See *Jones v. Lee*, 77 Mich. 35, 43 N.W. 855; *Ne-peenauk Club v. Wilson*, 96 Wis. 290, 71 N.W. 661.

The fact that there is a current from a higher to a lower level does not make that a river which would otherwise be a lake; and the fact that a river swells out into broad, pond-like sheets, with a current, does not make that a lake which would otherwise be a river. *State v. Gilman-ton*, 14 N.H. 477.

LAMANEUR. Fr. In French marine law. A pilot. Ord. Mar. liv. 4, tit. 3.

LAMB. A sheep, ram or ewe under the age of one year. 4 Car. & P. 216.

LAMBARD'S ARCHAION. A discourse upon the high court of justice in England, by William Lambard, published in 1635. Marv. Leg. Bibl.

LAMBARD'S ARCHAIONOMIA. A work printed in 1568, containing the Anglo-Saxon laws, those of William the Conqueror, and of Henry I.

LAMBARD'S EIRENARCHA. A work upon the office of a justice of the peace, which, having gone through two editions, one in 1579, the other in 1581, was reprinted in England in 1599.

LAMBETH DEGREE. In English law. A degree conferred by the Archbishop of Canterbury, in prejudice of the universities. 3 Steph.Comm. 65; 1 Bl.Comm. 381.

LAME DUCK. A cant term on the stock exchange for a person unable to meet his engagements.

LAMMAS DAY. The 1st of August. It is one of the Scotch quarter days, and is what is called a "conventional term."

LAMMAS LANDS. Lands over which there is a right of pasturage by persons other than the owner from about Lammas, or reaping time, until sowing time. Wharton.

LANA. Lat. In the civil law. Wool. See Dig. 32, 60, 70, 88.

LANCASTER. A county of England, erected into a county palatine in the reign of Edward III., but now vested in the crown.

LANCETI. In feudal law. Vassals who were obliged to work for their lord one day in the week, from Michaelmas to autumn, either with fork, spade, or flail, at the lord's option. Spelman.

LAND, in the most general sense, comprehends any ground, soil, or earth whatsoever; as fields, meadows, pastures, woods, moors, waters, marshes, furzes, and heath. Co. Litt. 4a; Reynard v. City of Caldwell, 55 Idaho 342, 42 P.2d 292, 296; Holmes v. U. S., C.C.A.Okla., 53 F.2d 960, 963.

In its more limited sense, "land" denotes the quantity and character of the interest or estate which the tenant may own in land. Holmes v. U. S., C.C.A.Okla., 53 F.2d 960, 963. "Land" may include any estate or interest in lands, either legal or equitable, easements, incorporeal hereditaments. Reynard v. City of Caldwell, 55 Idaho 342, 42 P.2d 292, 297; Jones v. Magruder, D.C.Md., 42 F.Supp. 193, 198; Lynch v. Cunningham, 131 Cal. App. 164, 21 P.2d 154; Petition of Burnquist, 220 Minn. 48, 19 N.W.2d 394, 401; Cuff v. Koslosky, 165 Okl. 135, 25 P.2d 290. The land is one thing, and the estate in land is another thing, for an estate in land is a time in land or land for a time. Plowd. 555.

Technically land signifies everything which may be holden; and the term is defined as comprehending all things of a permanent and substantial nature, and even of an unsubstantial, provided they be permanent. Reynard v. City of Caldwell, 55 Idaho 342, 42 P.2d 292, 296.

Ordinarily, the term is used as descriptive of the subject of ownership and not the ownership. Southern Pac. Co. v. Riverside County, 35 Cal.App.2d 380, 95 P.2d 688, 692.

"Land" includes not only the soil or earth, but also things of a permanent nature affixed thereto or found therein, whether by nature, as water, trees, grass, herbage, other natural or perennial products, growing crops or trees, mineral under the surface, or by the hand of man, as buildings, fixtures, fences, bridges, as well as works constructed for use of water, such as dikes, canals, etc. Reynard v. City of Caldwell, 55 Idaho 342, 42 P.2d 292, 296; City of Newport News v. Warwick County, 159 Va. 571, 166 S.E. 570, 580; Morris Plan Bank of Fort Worth v. Ogden, Tex.Civ.App., 144 S.W.2d 998, 1002; 2 Bl.Comm. 16, 17; Sox v. Miracle, 35 N.D. 458, 160 N.W. 716, 719; Wynn v. Margate City, 9 N.J.Misc. 1324, 157 A. 565, 566. It embraces not only the surface of the earth, but everything under or over it. Gas Products Co. v. Rankin, 63 Mont. 372, 207 P. 993, 997, 24 A.L.R. 294; Garnsey Coal Co. v. Mudd, C.C.A.Ala., 281 F. 183, 184; Jones v. Vermont Asbestos Corporation, 108 Vt. 79, 182 A. 291, 303; Holloway's Unknown Heirs v. Whatley, Tex.Civ.App., 104 S.W.2d 646, 648. It has in its legal signification an indefinite extent upward and downward. Reynard v. City of Caldwell, 55 Idaho 342, 42 P.2d 292, 296; Bituminous Casualty Corporation v. Walsh & Wells, Mo.App., 170 S.W.2d 117, 121. It may include a franchise connected with land. Delaney v. Lowery, 25 Cal.2d 561, 154 P.2d 674, 679.

Land is or includes the solid material of the earth, whatever may be the ingredients of which it is composed, whether soil, rock, or other substance. Civ.Code Cal. § 659; Reynard v. City of Caldwell, 55 Idaho 342, 42 P.2d 292, 296.

Philosophically, it seems more correct to say that the word "land" means, in law, as in the vernacular, the soil, or portion of the earth's crust; and to explain or justify such expressions as that "whoever owns the land owns the buildings above and the minerals below," upon the view, not that these are within the extension of the term "land," but that they are so connected with it that by rules of law they pass by a conveyance of the land. This view makes "land," as a term, narrower in signification than "realty;" though it would allow an instrument speaking of land to operate co-extensively with one granting realty or real property by either of those terms. But many of the authorities use the expression "land" as including these incidents to the soil. Abbott.

The term "land" may be used interchangeably with "property;" it may include anything that may be classed as real estate or real property. Reynard v. City of Caldwell, 55 Idaho 342, 42 P.2d 292, 297.

The term "lands" designates all real estate. Enzor v. State, 167 So. 336, 338, 27 Ala.App. 60.

The word "lands" is ordinarily synonymous with "real estate" or "real property". Lincoln Nat. Bank & Trust Co. of Fort Wayne v. Nathan, 215 Ind. 178, 19 N.E.2d 243, 247; Southern Pac. Co. v. Riverside County, 35 Cal.App.2d 380, 95 P.2d 688, 692.

See, also, Lands.

Accommodation lands. See Accommodation Lands.

Bounty lands. See Bounty.

Certificate lands. See Certificate Lands.

Crown lands. See Crown Lands.

Demesne lands. See Demesne.

Donation lands. See Donation Lands.

Fabric lands. See Fabric Lands.

Farm land. See Farm Land.

General land office. See General Land Office.

Land patent. See Patent.

Mineral lands. See Mineral Lands.

Place lands. See Place Lands.

Public lands. See Public Lands.

School lands. See School.

Seated land. See Seated Land.

Swamp and overflowed lands. See Swamp and Overflowed Lands.

Tide lands. See Tide.

Unseated land. See Unseated Land.

LAND CERTIFICATE. An obligation of government entitling owner to secure designated quantity of land by following the requirements of law. State v. Balli, Tex.Civ.App., 173 S.W.2d 522, 538.

Upon the registration of freehold land under the English land transfer act, 1875, a certificate is given to the registered proprietor, and similarly upon every transfer of registered land. This registration supersedes the necessity of any further registration in the register counties. Sweet.

LAND

It contains a description of the land as it appears on the register and the name and address of the proprietor, and is *prima facie* evidence of the truth of the matters therein set forth.

LAND COP. The sale of land which was evidenced in early English law by the transfer of a rod or festuca (*q. v.*) as a symbol of possession which was handed by the seller to the reeve and by the reeve to the purchaser. The conveyance was made in court, it is supposed, for securing better evidence of it, and barring the claims of expectant heirs; Maitl. Domesd. B. 323.

LAND COURT. In American law. A court formerly existing in St. Louis, Mo., having a limited territorial jurisdiction over actions concerning real property, and suits for dower, partition, etc.

LAND DAMAGES. See Damages.

LAND DEPARTMENT. That office of the United States government which has jurisdiction and charge of the public lands, including the secretary of the interior and the commissioner of the general land office and their subordinate officers, and being in effect the department of the interior considered with reference to its powers and duties concerning the public lands. See *U. S. v. Winona & St. P. R. Co.*, Minn., 67 F. 956, 15 C.C.A. 96; *Northern Pac. R. Co. v. Barden*, C.C.Mont., 46 F. 617.

LAND DISTRICT. A division of a state or territory, created by federal authority, in which is located a United-States land office, with a "register of the land office" and a "receiver of public money," for the disposition of the public lands within the district. See *U. S. v. Smith*, C.C.Or., 11 F. 491.

LAND GABEL. A tax or rent issuing out of land. Spelman says it was originally a penny for every house. This *land-gabel*, or *land-gavel*, in the register of Domesday, was a quit-rent for the site of a house, or the land whereon it stood; the same with what we now call "ground-rent." Wharton.

LAND GRANT. A donation of public lands to a subordinate government, a corporation, or an individual; as, from the United States to a state, or to a railroad company to aid in the construction of its road.

LAND, LAW OF. See Law of the Land.

LAND OFFICES. Government offices, subordinate to the general land office, established in various parts of the United States, for the transaction of local business relating to the survey, location, settlement, pre-emption, and sale of the public lands. See General Land Office.

LAND-POOR. The term generally means that a man has a great deal of unproductive land, and perhaps is obliged to borrow money to pay taxes; but a man "land-poor" may be largely responsible. *Matteson v. Blackmer*, 46 Mich. 397, 9 N.W. 445.

LAND-REEVE. A person whose business it is to overlook certain parts of a farm or estate; to attend not only to the woods and hedge-timber, but also to the state of the fences, gates, buildings,

private roads, driftways, and water-courses; and likewise to the stocking of commons, and encroachments of every kind, as well as to prevent or detect waste and spoil in general, whether by the tenants or others; and to report the same to the manager or land steward. Enc. Lond.

LAND REVENUES. This term denotes income derived from crown lands in Great Britain.

These lands have been so largely granted away to subjects that they are now contracted within very narrow limits. The crown was so much impoverished in this manner by William III, that the stat. 1 Anne, c. 7, § 5, was passed, which, with stat. 34 George III, c. 75, which amends and continues it, makes void all grants or leases from the ground of royal manors or other possessions connected with land for a period exceeding thirty-one years, or three lives. Long prior to this a Scottish stat. 1445, c. 41, had made necessary the consent of parliament in case of the alienation of crown property. It is said that none of these statutes have succeeded in checking the practice. Early at the beginning of the reign of George III. the hereditary crown revenues derived from escheats, manors held *in capite*, estrays, fines, etc., were surrendered by the king to the general funds, and in the place of them he received a specified sum annually for the civil list.

LAND STEWARD. A person who overlooks or has the management of a farm or estate.

LAND TAX. A tax laid upon the legal or beneficial owner of real property, and apportioned upon the assessed value of his land. A tax on land. *Texas Co. v. Moynier*, 129 Cal.App. 738, 19 P.2d 280, 282.

LAND TENANT. The person actually in possession of land; otherwise styled the "terre-tenant."

LAND TITLES AND TRANSFER ACT. An English statute (38 & 39 Vict. c. 87) providing for the establishment of a registry for titles to real property, and making sundry provisions for the transfer of lands and the recording of the evidences thereof. It presents some analogies to the recording laws of the American states.

LAND WAITER. In English law. An officer of the customhouse, whose duty is, upon landing any merchandise, to examine, taste, weigh, or measure it, and to take an account thereof.

In some ports they also execute the office of a coast waiter. They are likewise occasionally styled "searchers" and are to attend and join with the patent searcher in the execution of all cockets for the shipping of goods to be exported to foreign parts; and, in cases where drawbacks on bounties are to be paid to the merchant on the exportation of any goods, they, as well as the patent searchers, are to certify the shipping thereof on the debentures. Enc. Lond.

LAND WARRANT. A warrant issued at the local land offices of the United States to purchasers of public lands, on the surrender of which at the general land office at Washington, they receive a conveyance from the general government.

The evidence which the state, on good consideration, gives that the person therein named is entitled to the quantity of land therein specified, the bounds and description of which the owner of the warrant may fix by entry and survey, in the section of country set apart for its location and satisfaction. *Neal v. President, etc., of East Tennessee College*, 6 Yerg., Tenn., 205.

LANDA. An open field without wood; a lawnd or lawn. Cowell; Blount.

LANDAGENDE, LANDHLAFORD, or LANDRICA. In Saxon law. A proprietor of land; lord of the soil. Anc. Inst. Eng.

LANDBOC. In Saxon law. A charter or deed by which lands or tenements were given or held. Spelman; Cowell; 1 Reeve, Eng. Law, 10.

LANDCHEAP. In old English law. An ancient customary fine, paid either in money or cattle, at every alienation of land lying within some manor, or within the liberty of some borough. Cowell; Blount.

LANDDAG. A convention of the Dutch in New Amsterdam. See 1 Fiske, Dutch & Quaker Colonies 328.

LANDEA. In old English law. A ditch or trench for conveying water from marshy grounds. Spelman.

LANDED. As used in a revenue act levying tolls on goods, the clear meaning and purport is "substantially imported." L. R. 4 Ex. 260.

Consisting in real estate or land; having an estate in land.

LANDED ESTATE OR PROPERTY. A colloquial or popular phrase to denote real property. Landed estate ordinarily means an interest in and pertaining to lands. Police Jury of Parish of St. Mary v. Harris, 10 La. Ann. 676.

In a tax law it "clearly embraces not only the land, but all houses, fixtures, and improvements of every kind thereon, and all machinery, neat cattle, horses, and mules, when attached to and used on a plantation or farm." A person holding such an estate is termed a landed proprietor. 10 La. Ann. 676. A devise of "all my landed property" carries the fee; Fogg v. Clark, 1 N.H. 163; and so does "my landed estate"; Bradstreet v. Clarke, 12 Wend., N.Y., 602.

Real estate in general, or sometimes, by local usage, suburban or rural land, as distinguished from real estate situated in a city. See Electric Co. v. Baltimore, 93 Md. 630, 49 A. 655, 52 L.R.A. 772; Sindall v. Baltimore, 93 Md. 526, 49 A. 645.

LANDED ESTATES COURT. In English law. Tribunals established by statute for the purpose of disposing more promptly and easily than could be done through the ordinary judicial machinery, of incumbered real estate.

These courts were first established in Ireland by the act of 11 & 12 Vict. c. 48, which being defective was followed by 12 & 13 Vict. c. 77. The purpose of these was to enable the owner, or a lessee for any less than 63 years unexpired, of land subject to incumbrance, to apply to commissioners who constituted a court of record to direct a sale. This court was called the Incumbered Estates Court. A new tribunal called the Landed Estates Court was created by 21 & 22 Vict. c. 72, which abolished the former court and established a permanent tribunal.

LANDED PROPRIETOR. Any person having an estate in lands whether highly improved or not. Police Jury of Parish of St. Mary v. Harris, 10 La. Ann. 677.

LANDED SECURITIES. Mortgages or other incumbrances affecting land. 3 Atk. 805, 808.

LANDEFRICUS. A landlord; a lord of the soil.

LANDEGANDMAN. Sax. In old English law. A kind of customary tenant or inferior tenant of a manor. Spelman.

LANDGRAVE. A name formerly given to those who executed justice on behalf of the German emperors, with regard to the internal policy of the country. It was applied, by way of eminence, to those sovereign princes of the empire who possessed by inheritance certain estates called "*landgravates*," of which they received investiture from the emperor. Enc. Lond.

LANDHLAFORD. A proprietor of land; lord of the soil. Anc. Inst. Eng.

LANDIMER. In old Scotch law. A measurer of land. Skene.

LANDING. A place on a river or other navigable water for lading and unlading goods, or for the reception and delivery of passengers; the terminus of a road on a river or other navigable water, for the use of travelers, and the loading and unloading of goods. State v. Randall, 1 Strob., S.C., 111, 47 Am. Dec. 548; State v. Louisiana Terminal Co., 179 La. 671, 154 So. 731.

A place for loading or unloading boats, but not a harbor for them. Hays v. Briggs, 74 Pa. 373.

A place laid out by a town as a common landing place and used as such, but not designated as for the particular benefit of the town, is a public landing place.

LANDIRECTA. In Saxon law. Services and duties laid upon all that held land, including the three obligations called "*trinoda necessitas*," (*q. v.*) quasi land rights. Cowell.

LANDLOCKED. An expression sometimes applied to a piece of land belonging to one person and surrounded by land belonging to other persons, so that it cannot be approached except over their land. L. R. 13 Ch. Div. 798; Sweet.

LANDLORD. He of whom lands or tenements are holden. He who, being the owner of an estate in land, has leased it for a term of years, on a rent reserved, to another person, called the "tenant." Jackson v. Harsen, 7 Cow., N.Y., 326, 17 Am. Dec. 517; Becker v. Becker, 13 App. Div. 342, 43 N.Y.S. 17. Person letting land. Stone v. City of Los Angeles, 114 Cal. App. 192, 299 P. 838, 841.

When the absolute property in or fee-simple of the land belongs to a landlord, he is then sometimes denominated the "ground landlord," in contradistinction to such a one as is possessed only of a limited or particular interest in land, and who himself holds under a superior landlord. Brown.

"Landlord" is ordinarily referred to as owner of tenement, to whom tenant pays rent, but is also defined as master or proprietor of inn or of lodging or boarding house. Murray v. Hagens, La. App., 143 So. 505, 506.

LANDLORD AND TENANT. A phrase used to denote the familiar legal relation existing between lessor and lessee of real estate.

The relation is contractual, Renshaw v. Sullivan, Tex. Civ. App., 14 S.W.2d 919, 921; Story v. Lyon Realty Corporation, 308 Mass. 66, 30 N.E.2d 845, 847; Smith v. Royal Ins. Co., C.C.A. Cal., 111 F.2d 667, 670, 671, 130 A.L.R. 812. A lease (or agreement therefor) of lands for a term of years, from year to year, for life, or at will creates the

LANDLORD'S

relation. *Dutton v. Dutton*, 122 Kan. 640, 253 P. 553, 554; *Minneapolis Iron Store Co. v. Branum*, 36 N.D. 355, 162 N.W. 543, 545, L.R.A.1917E, 298. The relation exists where one person occupies premises of another in subordination to other's title or rights and with his permission or consent. *Gates v. Herberger*, 202 Minn. 610, 279 N.W. 711, 712; *Wood v. Homelvig*, 68 N.D. 735, 283 N.W. 278, 282; *Marden v. Radford*, 229 Mo.App. 789, 84 S.W.2d 947, 954; *Coggins v. Gregoris*, C.C.A.N.M., 97 F.2d 948, 950, 951. There must be reversion in landlord, an estate in tenant, transfer of possession and control of premises, and, generally, a contract, express or implied. *Marden v. Radford*, 229 Mo.App. 789, 84 S.W.2d 947, 954, 955; *Coggins v. Gregorio*, C.C.A.N.M., 97 F.2d 948, 950, 951.

LANDLORD'S WARRANT. A distress warrant; a warrant from a landlord to levy upon the tenant's goods and chattels, and sell the same at public sale, to compel payment of the rent or the observance of some other stipulation in the lease.

LANDMARK. A monument or erection set up on the boundary line of two adjoining estates, to fix such boundary. The removing of a landmark is a wrong for which an action lies. *Collins v. Brittingham*, 90 A. 420, 5 Boyce (Del.) 89.

LANDS. This term, the plural of "land," is said, at common law, to be a word of less extensive signification than either "tenements" or "hereditaments." But in some of the states it has been provided by statute that it shall include both those terms.

LANDS CLAUSES CONSOLIDATION ACTS. The name given to certain English statutes, (8 Vict. c. 8, amended by 23 & 24 Vict. c. 106, and 32 & 33 Vict. c. 18,) the object of which was to provide legislative clauses in a convenient form for incorporation by reference in future special acts of parliament for taking lands, with or without the consent of their owners, for the promotion of railways, and other public undertakings. *Mozley & Whiteley*.

LANDS, PUBLIC. See Public Lands.

LANDS, TENEMENTS, AND HEREDITAMENTS. The technical and most comprehensive description of real property, as "goods and chattels" is of personality. *Williams*, Real Prop. 5.

The term refers to property in land. *Denver Joint Stock Land Bank of Denver v. Dixon*, 57 Wyo. 523, 122 P.2d 842, 846, 140 A.L.R. 1270. Under ancient law, the words comprehended only freehold estate and did not apply to easements or other incorporeal hereditaments. *Hester v. Sawyers*, 41 N.M. 497, 71 P.2d 646, 649, 112 A.L.R. 586.

LANDSLAGH. In Swedish law. A body of common law, compiled about the thirteenth century, out of the particular customs of every province; being analogous to the *common law* of England. 1 Bl.Comm. 66.

LANDWARD. In Scotch law. Rural. 7 Bell, App. Cas. 2.

LANGEMAN. A lord of a manor. 1 Inst. 5.

LANGEMANNI. The lords of manors. 1 Co. Inst. 5.

LANGEOLUM. An undergarment made of wool, formerly worn by the monks, which reached to their knees. Mon. Angl. 419.

LANGUAGE. Any means of conveying or communicating ideas; specifically, human speech, or the expression of ideas by written characters. The letter, or grammatical import, of a document or instrument, as distinguished from its spirit; as "the language of the statute." See *Behling v. State*, 110 Ga. 754, 36 S.E. 85; *Stevenson v. State*, 90 Ga. 456, 16 S.E. 95; *Cavan v. Brooklyn, City Ct. Brook.*, 5 N.Y.S. 759. As to "offensive language," see *Offensive Language*.

LANGUIDUS. (Lat., sick.) In practice. The name of a return made by the sheriff when a defendant, whom he has taken by virtue of process, is so dangerously sick that to remove him would endanger his life or health. 3 Chit. Pr. 249, 358.

LANIS DE CRESCENTIA WALLIÆ TRADUCENDIS ABSQUE CUSTUMA, etc. An ancient writ that lay to the customer of a port to permit one to pass wool without paying custom, he having paid it before in Wales. Reg. Orig. 279.

LANNS MANUS (Old Fr.). A lord of the manor. *Kelham*.

LANO NIGER. A sort of base coin, formerly current in England. *Cowell*.

LANZAS. In Spanish law. A commutation in money, paid by the nobles and high officers, in lieu of the quota of soldiers they might be required to furnish in war. *Trevino v. Fernandez*, 13 Tex. 660.

LAPIDATION. The act of stoning a person to death.

LAPIDICINA. Lat. In the civil law. A stone-quarry. Dig. 7, 1, 9, 2.

LAPILLI. Lat. In the civil law. Precious stones. Dig. 34, 2, 19, 17. Distinguished from "gems," (*gemmæ*.) Id.

LAPIS MARMORIUS. A marble stone about twelve feet long and three feet broad, placed at the upper end of Westminster Hall, where was likewise a marble chair erected on the middle thereof, in which the English sovereigns anciently sat at their coronation dinner, and at other times the lord chancellor. *Wharton*.

LAPPAGE. A term synonymous with "interference," "conflict," "interlock," "lap" and "overlap" as regards adverse possession. It applies to a situation existing when a deed under which one party claims and grant under which another claims cover in large part the same land. *Turk v. Wilson's Heirs*, 265 Ky. 78, 98 S.W.2d 4, 8; *Berry v. Coppersmith*, 212 N.C. 50, 193 S.E. 3, 6.

LAPSE, v. To glide; to pass slowly, silently, or by degrees. To slip; to deviate from the proper path. *Webster*. To fall or fail. *Life & Casualty Ins. Co. of Tennessee v. Wheeler*, 265 Ky. 269, 96 S.W.2d 753, 755, 106 A.L.R. 1270.

LAPSE, n. The termination or failure of a right or privilege through neglect to exercise it within some limit of time, or through failure of some

contingency. *Wilmington Trust Co. v. Wilmington Trust Co.*, 25 Del.Ch. 204, 15 A.2d 830, 834.

In criminal proceedings. "Lapse" is used, in England, in the same sense as "abate" in ordinary procedure; *i. e.*, to signify that the proceedings came to an end by the death of one of the parties or some other event.

In ecclesiastical law. The transfer, by forfeiture of a right to present or collate to a vacant benefice from a person vested with such right to another, in consequence of some act of negligence by the former. *Ayl.Par.* 331.

In the law of wills. The failure of a testamentary gift. *Wilmington Trust Co. v. Wilmington Trust Co.*, 25 Del.Ch. 204, 15 A.2d 830, 834; *Gredig v. Sterling*, C.C.A.Tex., 47 F.2d 832, 834.

LAPSE PATENT. A patent for land issued in substitution for an earlier patent to the same land, which was issued to another party, but has lapsed in consequence of his neglect to avail himself of it. *Wilcox v. Calloway*, 1 Wash., Va., 39.

LAPSED DEVISE. See Devise.

LAPSED LEGACY. See Legacy.

LAPSED POLICY. A policy on which there has been default in payment of premiums; policy remaining in force according to statutory provisions after such default. *Metcalfe v. Metropolitan Life Ins. Co.*, 1 Cal.App.2d 481, 37 P.2d 115.

LARBOARD. The left side of a ship or boat when one stands with his face towards the bow.

The opposite term is starboard, which is the right-hand side looking forward. The word is now, however, no longer used, the term port having been substituted for it. The change was made by order of the English admiralty, for the very obvious reason that larboard was apt to be confused with the opposite term.

LARCENOUS. Having the character of larceny; as a "larcenous taking." Contemplating or intending larceny; as a "larcenous purpose."

LARCENOUS INTENT. A larcenous intent exists where a man knowingly takes and carries away the goods of another without any claim or pretense of right, with intent wholly to deprive the owner of them or convert them to his own use. *Wilson v. State*, 18 Tex.App. 274, 51 Am.Rep. 309.

LARCENY. Felonious stealing, taking and carrying, leading, riding, or driving away another's personalty, 4 Bl.Comm. 229; *People v. Brickey*, 346 Ill. 273, 178 N.E. 483, 485; *State v. Miller*, 170 La. 51, 127 So. 361, 362; with intent to convert it or to deprive owner thereof, *Ledbetter v. State*, 24 Ala.App. 447, 136 So. 430; *Globe & Rutgers Fire Ins. Co. v. House*, 163 Tenn. 585, 45 S.W.2d 55, 56; *Commonwealth v. Estes*, 265 Ky. 186, 96 S.W. 2d 578, 580.

Larceny is fraudulent taking and carrying away of a thing without claim of right, with intention of converting it to a use other than that of the owner, without his consent. *Thomas v. Kessler*, 334 Pa. 7, 5 A.2d 187, 188; *Fitch v. State*, 135 Fla. 361, 185 So. 435, 437, 439, 440, 125 A.L.R. 360; *Hanes Funeral Home v. Dixie Fire Ins. Co.*, 216 N.C. 562, 5 S.E.2d 820, 821, 822; receiving possession of personalty with intent to convert it to own use, and with intent

of person parting with it to part merely with his possession, *Hagan v. State*, 76 Okl.Cr. 127, 134 P.2d 1042, 1047, 1048, 1050; taking and removing, by trespass, of personal property which trespasser knows to belong either generally or specially to another, with intent to deprive him of his ownership, *State v. Broom*, 135 Or. 641, 297 P. 340, 342; *State v. Levy*, 113 Vt. 459, 35 A.2d 853, 854, and, perhaps it should be added, for the sake of some advantage to the trespasser,—a proposition on which the decisions are not harmonious, 2 Bish.Crim.Law, §§ 757, 758; taking of personalty by fraud or stealth, and with intent to deprive another thereof, *Pen. Code Dak.* § 580 (*Comp.Laws N.D.* 1913, § 9913; *Rev. Code S.D.* 1919, § 4210); *Hughes v. State*, 61 Okl.Cr. 40, 65 P.2d 544, 546; *Bussart v. State*, 128 Fla. 891, 176 So. 32, 33; unlawful acquisition of property with intent to convert to taker's use and appropriation by taker, *State v. Smith*, 2 Wash.2d 118, 98 P.2d 647, 648, 649; unlawful or felonious taking and carrying away of things personal with intent to deprive rightful owner of it, 4 *Steph.Comm.* 152; *Globe & Rutgers Fire Ins. Co. v. House*, 163 Tenn. 585, 45 S.W.2d 55, 56; *Bowling v. Hamblen County Motor Co.*, 16 Tenn.App. 52, 66 S.W.2d 229; wrongful and fraudulent taking and carrying away by one of personal goods of another with felonious intent to convert them to his own use and make them his own property, or to deprive the owner permanently of his property, without owner's consent, *Commonwealth v. Estes*, 265 Ky. 186, 96 S.W.2d 578, 580; *State v. Savage*, Del. 7 W.W.Harr. 509, 186 A. 738, 739; *State v. Delk*, 212 N.C. 631, 194 S.E. 94; *Hickman v. State*, 25 Ala.App. 279, 145 So. 167, 168; wrongful or felonious taking property of another, without his consent and against his will, with intent to convert it to use of the taker, *Hammon's Case*, 2 Leach, 1089, *State v. Boswell*, 195 N.C. 496, 142 S.E. 583, 584; *State v. Fulks*, 114 W.Va. 785, 173 S.E. 888, 889.

Obtaining possession of property by fraud, trick or device with preconceived design or intent to appropriate, convert or steal is "larceny." *John v. United States*, 65 App.D.C. 11, 79 F.2d 136, *People v. Cook*, 10 Cal.App.2d 54, 51 P.2d 169, 170; *State v. Wisman*, 111 W.Va. 183, 161 S.E. 437, 438; *Nugent v. Union Automobile Ins. Co.*, 140 Or. 61, 13 P.2d 343, 344.

Common-law distinctions between obtaining money under false pretenses, embezzlement, and larceny no longer exist in New York, but all such crimes are embraced within definition of "larceny." *People v. Krumme*, 161 Misc. 278, 292 N.Y.S. 657, 660.

Generally, one who unlawfully takes another's personal property, not intending to steal, and afterwards converts it, intending to steal, is guilty of "larceny". *Calhoun v. State*, 191 Miss. 82, 2 So.2d 802, 804, 805.

Every act of thief in the removal of property is in itself a complete "larceny". *Schultz v. Lainson*, 234 Iowa 606, 13 N.W.2d 326, 327, 156 A.L.R. 858.

Common Law Larceny

Felonious taking and carrying away of personal goods of another, *Fowler v. Firth*, 163 Misc. 942, 298 N.Y.S. 723, 726, with intent to convert it to taker's use. *United States Fidelity & Guaranty Co. v. Peoples Bank & Trust Co. of Westfield*, C.C.A.N.J., 79 F.2d 642, 644.

It is obtaining possession of another's property by fraudulent trick or device, with intent to convert it to own use. *Powers v. State*, 31 Ala.App. 614, 21 So.2d 282, 285; removal of personalty which trespasser knows to belong to another, with felonious intent to deprive him of his ownership, *U. S. v. Patton*, C.C.A.Pa., 120 F.2d 73, 75, 76; *Austin v. State*, 65 Ga.App. 733, 16 S.E.2d 497, 499; taking and carrying away personal property of another without his consent, feloniously, with intent to deprive owner of his property permanently, and to convert it to use of taker, or of some person other than the owner, *Fowler v. Firth*, 163 Misc. 942, 298 N.Y.S. 723, 726; trespassory taking and asportation, *Crabb v. Zerbst*, C.C.A.Ga., 99 F.2d 562, 564; unpermitted obtaining of possession of another's chattel and removal thereof, *Crabb v. Zerbst*, C.C.A.Ga., 99 F.2d 562, 564; wrongful or fraudulent taking and carrying away of the personal goods of another with felonious intent to convert them to the taker's own use and make them his own property without owner's consent. *Riley v. State*, 64

LARCENY

Okl.Cr. 183, 78 P.2d 712, 715, 716; Hatfield v. Quay, C.C.A. N.H., 87 F.2d 358, 363; Fowler v. Firth, 163 Misc. 942, 298 N.Y.S. 723, 726.

Compound Larceny

Larceny or theft accomplished by taking the thing stolen either from one's person or from his house; otherwise called "mixed" larceny, and distinguished from "simple" or "plain" larceny, in which the theft is not aggravated by such an intrusion either upon the person or the dwelling. Anderson v. Winfree, 85 Ky. 597, 4 S.W. 351; State v. Chambers, 22 W.Va. 786, 46 Am.Rep. 550.

Constructive Larceny

One where the felonious intent to appropriate the goods to his own use, at the time of the asportation, is made out by construction from the defendant's conduct, although, originally, the taking was not apparently felonious. 2 East, P.C. 685; 1 Leach, 212

False Pretense and Larceny Distinguished

See False Pretenses.

Grand Larceny

In criminal law. In England, simple larceny, was originally divided into two sorts,—*grand* larceny, where the value of the goods stolen was above twelve pence, and *petit* larceny, where their value was equal to or below that sum. 4 Bl. Comm. 229.

The distinction was abolished in England by St. 7 & 8 Geo. IV. c. 29, and is not generally recognized in the United States, although in a few states there is a statutory offense of grand larceny, one essential element of which is the value of the goods stolen, which value varies. See State v. Bean, 74 Vt. 111, 52 A. 269; People v. Murray, 8 Cal. 520; State v. Kennedy, 88 Mo. 343.

Larceny by Bailee

In Pennsylvania law. The crime of larceny committed where any person, being a bailee of any property, shall fraudulently take or convert the same to his own use, or to the use of any other person except the owner thereof, although he shall not break bulk or otherwise determine the bailment. Brightly's Purd. Dig. p. 436, § 177 (18 P.S. § 4816). And see Welsh v. People, 17 Ill. 339; State v. Skinner, 29 Or. 599, 46 P. 368.

Larceny from the Person

Act of taking property from the person by merely lifting it from the person or pocket. State v. Stanton, Mo., 68 S.W.2d 811, 812.

Larceny committed where the property stolen is on the person or in the immediate charge or custody of the person from whom the theft is made, but without such circumstances of force or violence as would constitute robbery, including pocket-picking and such crimes. Williams v. U. S., 3 App.D.C. 345; State v. Eno, 8 Minn. 220, Gil. 190.

Mixed Larceny

Otherwise called "compound" or "complicated larceny;" that which is attended with circumstances of aggravation or violence to the person, or taking from a house.

Petit Larceny

The larceny of things whose value was below a certain arbitrary standard, at common law twelve pence. See Ex parte Bell, 19 Fla. 612; Barnhart v. State, 154 Ind. 177, 56 N.E. 212; People v. Righetti, 66 Cal. 184, 4 P. 1185.

Simple Larceny

Felonious or wrongful taking and carrying away of personal goods of another. People v. Pace, 2 Cal.App.2d 464, 38 P.2d 202, 203. With intent to steal, Belmas v. State, 15 Ga.App. 288, 82 S.E. 819, unattended by acts of violence.

Larceny which is not complicated or aggravated with acts of violence. Larceny from the person, or with force and violence, is called "compound" larceny. See State v. Chambers, 22 W.Va. 786, 46 Am.Rep. 550; Anderson v. Winfree, 4 S.W. 351, 85 Ky. 597.

LARD. The clarified semi-solid oil of hog's fat. Cent. Dict. The pure fat of healthy swine. State v. Snow, 81 Iowa 642, 47 N.W. 777, 11 L.R.A. 355.

LARDARIUS REGIS. The king's larderer, or clerk of the kitchen. Cowell.

LARDING MONEY. In the manor of Bradford, in Wilts, the tenants pay to their lord a small yearly rent by this name, which is said to be for liberty to feed their hogs with the masts of the lord's wood, the fat of a hog being called "lard;" or it may be a commutation for some customary service of carrying salt or meat to the lord's larder. Mon. Angl. t. 1, p. 321.

LARGE. L. Fr. Broad; the opposite of "*estreteyte*," strait or strict. *Pures et larges*. Britt. c. 34.

LARONS. In old English law. Thieves.

LAS PARTIDAS. In Spanish law. The name of a code of laws, more fully described as "*Las Siete Partidas*," ("the seven parts," from the number of its divisions,) which was compiled under the direction of Alphonso X., about the year 1250.

Its sources were the customary law of all the provinces, the canon law as there administered, and (chiefly) the Roman law. This work has always been regarded as of the highest authority in Spain and in those countries and states which have derived their jurisprudence from Spain.

LASCAR. A native Indian sailor; the term is also applied to tent pitchers, inferior artillery-men, and others.

LASCIVIOUS. Tending to excite lust; lewd; indecent; obscene; sexual impurity; tending to deprave the morals in respect to sexual relations; licentious. See Swearingen v. U. S., 161 U.S. 446, 16 S.Ct. 562, 40 L.Ed. 765; People on Complaint of Sumner v. Dial Press, 182 Misc. 416, 48 N.Y.S.2d 480, 481; Dunlop v. U. S., 165 U.S. 486, 17 S.Ct. 375, 41 L.Ed. 799; Purvis v. State, 117 Neb. 377, 220 N.W. 599, 600. Conduct which is wanton, lewd, and lustful, and tending to produce voluptuous or lewd emotions. Zeiner v. Zeiner, 120 Conn. 161, 179 A. 644, 646.

LASCIVIOUS CARRIAGE. In Connecticut. A term including those wanton acts between persons

of different sexes that flow from the exercise of lustful passions, and which are not otherwise punished as crimes against chastity and public decency. 2 Swift, Dig. 343. It includes, also, indecent acts by one against the will of another. Fowler v. State, 5 Day, Conn., 81.

LASCIVIOUS COHABITATION. The offense committed by two persons (not married to each other) who live together in one habitation as man and wife and practice sexual intercourse.

LASHITE, or LASHLITE. A kind of forfeiture during the government of the Danes in England. Enc. Lond.

LAST, n. In old English law, signifies a burden; also a measure of weight used for certain commodities of the bulkier sort.

LAST, adj. Latest; ultimate; final; most recent.

LAST ANTECEDENT RULE. A canon of statutory construction that relative or qualifying words or phrases are to be applied to the words or phrases immediately preceding, and as not extending to or including other words, phrases, or clauses more remote, unless such extension or inclusion is clearly required by the intent and meaning of the context, or disclosed by an examination of the entire act. Stevens v. Illinois Cent. R. Co., 306 Ill. 370, 137 N.E. 859, 861; Nebraska State Ry. Commission v. Alfalfa Butter Co., 104 Neb. 797, 178 N.W. 766, 768; Wisconsin Power & Light Co. v. Public Service Commission of Wisconsin, 224 Wis. 286, 272 N.W. 50, 52.

LAST CLEAR CHANCE. The "last clear chance doctrine" is that a party who has last clear chance to avoid damage or injury to another is liable. Johnston v. Brewer, 40 Cal.App.2d 583, 105 P.2d 365, 367; Miami Beach Ry. Co. v. Dohme, 131 Fla. 171, 179 So. 166, 169; Virginia Electric & Power Co. v. Whitehurst, 175 Va. 339, 8 S.E.2d 296, 299; that negligence of party having last opportunity of avoiding accident is sole proximate cause of injury, Malfetano v. United Electric Rys. Co., 58 R.I. 129, 191 A. 491, 498; Gregory v. Maine Cent. R. Co., 317 Miss. 636, 59 N.E.2d 471, 476, 159 A.L.R. 714; that if one has opportunity of avoiding injuring another he must at his peril exercise the opportunity. Ferran v. Southern Pac. Co., 3 Cal. 2d 350, 44 P.2d 533, 534. It places liability upon him who commits the last proximate negligent act. Davis v. Cuesta, 146 Fla. 471, 1 So.2d 475, 476.

The doctrine is inapplicable unless injured party was guilty of negligence, Yellow Cab Corporation of Abingdon v. Henderson, 178 Va. 207, 16 S.E.2d 389, 393; Washam v. Peerless Automatic Staple Mach. Co., 45 Cal.App.2d 174, 113 P.2d 724, 728; and unless injured person is in an apparently helpless condition, Battle v. Southern Ry. Co., 223 N.C. 395, 26 S.E.2d 859.

The doctrine means that an injured party may recover, notwithstanding negligence: if defendant could have avoided injury after discovering or knowing of peril, Sprinkle v. Davis, C.C.A.Va., 111 F.2d 925, 928, 128 A.L.R. 1101; Weddle v. Virginian Ry. Co., 125 W.Va. 41, 22 S.E.2d 698, 701; Jones v. Yuma Motor Freight Terminal, 45 Cal.App.2d 497, 114 P.2d 438, 439, 440; Shea v. Pilette, 108 Vt. 446, 189 A. 154, 158, 109 A.L.R. 933, Stelter v. Northern Pac. Ry. Co., 71 N.D. 214, 299 N.W. 310, 313, 314; if injuring party, seeing or knowing or aware of peril, fails to use ordinary or

due care and thereby causes injury, Underhill v. Peterson, 110 Cal.App. 221, 293 P. 861, 864; Groves v. Webster City, 222 Iowa 849, 270 N.W. 329, 332; Caplan v. Arndt, 123 Conn. 585, 196 A. 631, 633, 119 A.L.R. 1037; Kurn v. McCoy, 187 Okl. 210, 102 P.2d 177; if injury might have been avoided by exercise of reasonable care by defendant, Harstick v. Beckenhauer, 143 Neb. 179, 8 N.W.2d 834, 837; General Exchange Ins. Corporation v. Carp, La.App., 176 So. 145, 147; Kelley Furniture Co. v. Washington Ry. & Electric Co., 64 App.D.C. 215, 76 F.2d 985; Srogi v. New York Cent. R. Co., 247 App.Div. 95, 286 N.Y.S. 215; Mullins v. Cincinnati, N. & C. Ry. Co., 253 Ky. 156, 68 S.W.2d 790; Lovett v. Sandersville R. Co., 72 Ga.App. 692, 34 S.E.2d 664, 666; if, with knowledge of peril to plaintiff or plaintiff's property, another acts or omits to act and injury results, Parsons v. Berry, 130 Neb. 264, 264 N.W. 742, 744.

The doctrine implies thought, appreciation, mental direction, and a lapse of sufficient time to effectually act upon impulse to save another from injury, Colwell v. Nygaard, 8 Wash.2d 462, 112 P.2d 838, 845; Merchants' Transp. Co. v. Daniel, 109 Fla. 496, 149 So. 401, 403; or proof of circumstances which will put the one charged on implied notice of the situation, Schoen v. Western Union Telegraph Co., C.C.A.Fla., 135 F.2d 967, 968.

The doctrine imposes duty upon a party to exercise ordinary care in avoiding injury to another who has negligently placed himself in a situation of danger, Morris v. Seashore Transp. Co., 208 N.C. 807, 182 S.E. 487, duty to act when helpless peril is known and duty to exercise vigilance to discover helpless peril, if duty of vigilance exists toward class of which one in peril is member, Leinbach v. Pickwick Greyhound Lines, 138 Kan. 50, 23 P. 2d 449, 92 A.L.R. 1.

The doctrine is limited, according to some decisions, to cases in which defendant actually discovered person injured and his peril. Walker v. East St. Louis & Suburban Ry. Co., C.C.A.Mo., 25 F.2d 579, 580, Gauthier v. Foote, La. App., 12 So.2d 9, 11; or in which defendant had actual knowledge of plaintiff's peril or inability to extricate himself. Sarkise v. Boston & M. R. R., 88 N.H. 178, 186 A. 332, 334. But other decisions hold that the doctrine applies if defendant, aware of plaintiff's peril or unaware of it only through carelessness, has later opportunity than plaintiff to avert the accident, Cheek v. Thompson, D.C.La., 28 F. Supp. 391, 394; Linde Air Products Co. v. Cameron, C.C.A.W.Va., 82 F.2d 22, 24; or if defendant knew or could or should have known of peril, Arthur v. Rose, 289 Ky. 402, 158 S.W.2d 652, 653, 654; Ward v. City Fuel Oil Co., 147 Fla. 320, 2 So.2d 586, 587; Smith v. Pacific Greyhound Corporation, 139 Cal.App. 696, 35 P.2d 169, 172; or if defendant saw or discovered or should have seen or discovered the danger, Young v. Thompson, La.App., 189 So. 487, 489, 490, 491; Hartman v. Dyer, 298 Ky. 173, 182 S.W.2d 646, 647; Evansville Container Corporation v. McDonald, C.C.A. Tenn., 132 F.2d 80, 85; Harry v. Thompson, Mo.App., 166 S.W.2d 795, 798; or if injuring party was aware of peril or by reasonable care should have known of danger, Gardini v. Arakelian, 18 Cal.App.2d 424, 64 P.2d 181, 184; or if peril is realized by defendant or through culpable carelessness he is oblivious to it, Pedigo v. Osborne, 279 Ky. 85, 129 S.W.2d 996, 999; Johnson v. Southwestern Engineering Co., 41 Cal.App.2d 623, 107 P.2d 417, 418.

The doctrine is predicated, according to some decisions, upon the theory that negligence of injured party has ceased. Baltimore & O. R. Co. v. Joseph, C.C.A.Ohio, 112 F.2d 518, 521, 522; Cohen v. Smith, 26 Ohio App. 32, 159 N. E. 329, 333; Claggett v. Phillips Petroleum Co., 150 Kan. 191, 92 P.2d 52, 57; Becker v. Blum, 142 Fla. 60, 194 So. 275, 276.

Other decisions hold that, although plaintiff's negligence continued until accident he may recover if the defendant, after knowing of plaintiff's danger, or by exercise of ordinary care could have known, could have avoided injury by ordinary care, McLeod v. Charleston Laundry Co., 106 W.Va. 361, 145 S.E. 756, 757; Newbern v. Leary, 215 N.C. 134, 1 S.E.2d 384, 389, 393; Young v. Thompson, La.App., 189 So. 487, 489, 490, 491; that the doctrine applies where plaintiff's negligence continues up to time of injury, if defendant actually sees the peril, or if plaintiff's negligence has terminated and defendant should have seen it, Chadwick v. Ek, 1 Wash.2d 117, 95 P.2d 398, 404; that the doctrine applies where negligence of defendant with actual knowledge of situation stands over against continuing negligence of plaintiff without actual knowledge of situation,

LAST

but not where plaintiff's negligence with knowledge of situation stands over against defendant's negligence also with such knowledge, *Iverson v. Knorr*, 68 S.D. 23, 298 N. W. 28, 31.

The doctrine is sometimes designated as the humanitarian doctrine, *Blashfield's Cyc. of Automobile Law and Prac.*, Perm. Ed., § 2841; *Gilbert v. Mississippi River & B. T. R. Co.*, Mo.App., 226 S.W. 263, 264; *Iglesias v. Campbell*, La. App., 175 So. 145, 147; and also the doctrine of discovered peril, *Missouri Pac. R. Co. v. Skipper*, 174 Ark. 1083, 298 S.W. 849, 854; *Hines v. Foreman*, Tex.Civ.App., 229 S.W. 630, 635; *Soards v. Shreveport Rys. Co.*, La.App., 8 So.2d 343, 344. In Maryland, it is equivalent to "negligence in the third degree." *State v. New York, P. & N. R. Co.*, 127 Md. 651, 96 A. 809, 811. The term "last fair chance" is synonymous. *Nagel v. Bretthauer*, 230 Iowa 707, 298 N. W. 852, 854.

LAST COURT. A court held by the twenty-four jurors in the marshes of Kent, and summoned by the bailiffs, whereby orders were made to lay and levy taxes, impose penalties, etc., for the preservation of the said marshes. Enc. Lond.

LAST HEIR. In English law. He to whom lands come by escheat for want of lawful heirs; that is, in some cases, the lord of whom the lands were held; in others, the sovereign. Cowell.

LAST ILLNESS. The illness terminating in person's death. *Long v. Northrup*, 225 Iowa 132, 279 N.W. 104, 106, 116 A.L.R. 1475; *Proto v. Chenoweth*, 40 Ariz. 312, 11 P.2d 950, 951.

LAST RESORT. A court from which there is no appeal is called the "court of last resort."

LAST SICKNESS. That illness of which a person dies is so called. *Huse v. Brown*, 8 Me: 169; *Harrington v. Stees*, 82 Ill. 54, 25 Am.Rep. 290; *McVoy v. Percival*, Dud. Law (S.C.) 337; *Prince v. Hazelton*, 20 Johns., N.Y., 513, 11 Am.Dec. 307.

LAST WILL. This term, according to Lord Coke, is most commonly used where lands and tenements are devised, and "testament" where it concerns chattels. Co. Litt. 111a. Both terms, however, are now generally employed in drawing a will either of lands or chattels. See *Reagan v. Stanley*, 11 Lea, Tenn., 322; *Hill v. Hill*, 7 Wash. 409, 35 P. 360.

The common usage the world over is to employ the words "will," "testament," and "last will and testament" as exactly synonymous. *Occidental Life Ins. Co. v. Powers*, 192 Wash. 475, 74 P.2d 27, 32, 114 A.L.R. 531.

LASTAGE. A custom exacted in some fairs and markets to carry things bought whither one will. But it is more accurately taken for the ballast or lading of a ship. Also custom paid for wares sold by the last, as herrings, pitch, etc. Wharton.

LATA CULPA. Lat. In the law of bailment. Gross fault or neglect; extreme negligence or carelessness (*nimia negligentia*). Dig. 50, 16, 213, 2.

LATA CULPA DOLO ÆQUIPARATUR. Gross negligence is equivalent to fraud.

LATCHING. An under-ground survey.

LATE. Defunct; existing recently, but now dead. *Pleasant v. State*, 17 Ala. 190. Formerly; recently; lately.

LATELY. This word has been held to have "a very large retrospect, as we say 'lately deceased' of one dead ten or twenty years." Per. Cur. 2 Show. 294.

LATENS. Lat. Latent; hidden; not apparent. See *Ambiguitas*.

LATENT. Hidden; concealed; dormant; that does not appear upon the face of a thing; as, a latent ambiguity. See *Ambiguity*.

LATENT DEED. A deed kept for twenty years or more in a man's scrutoire or strongbox. *Wright v. Wright*, 7 N.J.L. 177, 11 Am.Dec. 546.

LATENT DEFECT. A hidden defect. *Ross v. Tynes*, La.App., 14 So.2d 80, 83. A defect in an article sold, which is known to the seller, but not to the purchaser, and is not discoverable by mere observation. See *Hoe v. Sanborn*, 21 N.Y. 552, 78 Am.Dec. 163. A defect which reasonably careful inspection will not reveal. *Schaff v. Ellison*, Tex.Civ.App., 255 S.W. 680, 682; *Roberts v. Rogers*, 129 Neb. 298, 261 N.W. 354; a defect which could not have been discovered by inspection. *Roberts v. Rogers*, 129 Neb. 298, 261 N.W. 354. A defect that could not be discovered by any known and customary test. *The Bill*, D.C.Md., 47 F.Supp. 969, 978. So, a latent defect in the title of a vendor of land is one not discoverable by inspection made with ordinary care. *Newell v. Turner*, 9 Port., Ala., 422.

LATENT EQUITY. See *Equity*.

LATERA. In old records. Sidesmen; companions; assistants. Cowell.

LATERAL RAILROAD. A lateral road is one which proceeds from some point on the main trunk between its termini; it is but another name for a branch road, both being a part of the main road. *Newhall v. Railroad Co.*, 14 Ill. 273. An offshoot from main line of railroad. *Union Pac. R. Co. v. Anderson*, 167 Or. 687, 120 P.2d 578, 588.

LATERAL SUPPORT. The right of lateral and subjacent support is the right to have land supported by the adjoining land or the soil beneath. *Stevenson v. Wallace*, 27 Grat., Va., 77; *Foley v. Wyeth*, 2 Allen., Mass., 131, 79 Am.Dec. 771; *In re Locust St. Subway*, 117 Pa.Super. 86, 177 A. 599, 605; 12 Amer. & Eng. Enc. Law, 933.

LATERARE. To lie sideways, in opposition to lying endways; used in descriptions of lands.

LATH, LATHE. The name of an ancient civil division in England, intermediate between the county or shire and the hundred. Said to be the same as what, in other parts of the kingdom, was termed a "rape." 1 Bl.Comm. 116; Cowell; Spelman.

LATHREVE. An officer under the Saxon government, who had authority over a lathe. Cowell; 1 Bl.Comm. 116.

LATIFUNDIUM. Lat. In the civil law. Great or large possessions; a great or large field; a com-

mon. A great estate made up of smaller ones, (*fundis*), which began to be common in the latter times of the empire.

LATIFUNDUS. A possessor of a large estate made up of smaller ones. Du Cange.

LATIMER. A word used by Lord Coke in the sense of an interpreter. 2 Inst. 515. Supposed to be a corruption of the French "*latinier*," or "*latiner*." Cowell; Blount.

LATIN. The language of the ancient Romans.

There are three sorts of law Latin: (1) Good Latin, allowed by the grammarians and lawyers; (2) false or incongruous Latin, which in times past would abate original writs, though it would not make void any judicial writ, declaration, or plea, etc.; (3) words of art, known only to the sages of the law, and not to grammarians, called "Lawyers' Latin." Wharton.

LATINARIUS. An interpreter of Latin.

LATINI JUNIANI. Lat. In Roman law. A class of freedmen (*libertini*) intermediate between the two other classes of freedmen called, respectively, "*Cives Romani*" and "*Dediticii*."

Slaves under thirty years of age at the date of their manumission, or manumitted otherwise than by *vindicta*, *census*, or *testamentum*, or not the quiritary property of their manumissors at the time of manumission, were called "*Latini*." By reason of one or other of these three defects, they remained slaves by strict law even after their manumission, but were protected in their liberties first by equity, and eventually by the *Lex Junia Norbana*, A. D. 19, from which law they took the name of "*Juniani*" in addition to that of "*Latini*." Brown.

LATITAT. In old English practice. A writ which issued in personal actions, on the return of *non est inventus* to a bill of Middlesex; so called from the emphatic word in its recital, in which it was "testified that the defendant *lurks* [*latitat*] and wanders about" in the county. 3 Bl.Comm. 286. Abolished by St. 2 Wm. IV. c. 39.

LATITATIO. Lat. In the civil law and old English practice. A lying hid; lurking, or concealment of the person. Dig. 42, 4, 7, 5; Bract. fol. 126.

LATOR. Lat. In the civil law. A bearer; a messenger. Also a maker or giver of laws.

LATRO. Lat. In the civil and old English law. A robber. Dig. 50, 16, 118; Fleta, lib. 1, c. 38, § 1. A thief.

LATROCINATION. The act of robbing; a deprivation.

LATROCINIUM. The prerogative of adjudging and executing thieves; also larceny; theft; a thing stolen.

LATROCINUM. Larceny.

LATTER-MATH. A second mowing; the after-math.

LAUDARE. Lat.

In Civil law. To name; to cite or quote; to show one's title or authority. Calvin.

In Feudal law. To determine or pass upon judicially. *Laudamentum*, the finding or award of a jury. 2 Bl.Comm. 285.

LAUDATIO. Lat. In Roman law. Testimony delivered in court concerning an accused person's good behavior and integrity of life. It resembled the practice which prevails in our trials of calling persons to speak to a prisoner's character. The least number of the *laudatores* among the Romans was ten. Wharton.

LAUDATOR. Lat. An arbitrator; a witness to character.

LAUDEMEO. In Spanish law. The tax paid by the possessor of land held by quit-rent or *emphyteusis* to the owner of the estate, when the tenant alienates his right in the property. Escriche.

LAUDEMIMUM. Lat. In the civil law, a sum paid by a new *emphyteuta* (*q. v.*) who acquires the *emphyteusis*, not as heir, but as a singular successor, whether by gift, devise, exchange, or sale.

It was a sum equal to the fiftieth part of the purchase money, paid to the *dominus* or proprietor for his acceptance of the new *emphyteuta*. Mackeld.Rom.Law, § 328. Called, in old English law, "acknowledgment money." Cowell.

LAUDUM. Lat. An arbitrament or award.

In Old Scotch law. Sentence or judgment; dome or doom. 1 Pitc. Crim. Tr. pt. 2, p. 8.

LAUGHE. Frank-pledge. 2 Reeve, Eng. Law, 17.

LAUNCEGAY. A kind of offensive weapon, now disused, and prohibited by 7 Rich. II. c. 13.

LAUNCH. The act of launching a vessel; the movement of a vessel from the land into the water, especially the sliding on ways from the stocks on which it is built. *Homer v. The Lady of the Ocean*, 70 Me. 352.

A boat of the largest size belonging to a ship of war; an open boat of large size used in any service; a lighter.

LAUREATE. In English law. An officer of the household of the sovereign, whose business formerly consisted only in composing an ode annually, on the sovereign's birthday, and on the new year; sometimes also, though rarely, on occasion of any remarkable victory.

LAURELS. Pieces of gold, coined in 1619, with the king's head laureated; hence the name.

See Jacobus.

LAUS DEO. Lat. Praise be to God. An old heading to bills of exchange.

LAVATORIUM. A laundry or place to wash in; a place in the porch or entrance of cathedral churches, where the priest and other officiating ministers were obliged to wash their hands before they proceeded to divine service.

LAVOR NUEVA. In Spanish law. A new work. *Las Partidas*, pt. 3, tit. 32, l. 1.

LAW

LAW. That which is laid down, ordained, or established. A rule or method according to which phenomena or actions co-exist or follow each other. That which must be obeyed and followed by citizens, subject to sanctions or legal consequences, is a "law." *Koenig v. Flynn*, 258 N.Y. 292, 179 N. E. 705.

In old English jurisprudence, "law" is used to signify an oath, or the privilege of being sworn; as in the phrases "to wage one's law," "to lose one's law."

The term is also used in opposition to "fact." Thus questions of law are to be decided by the court, while it is the province of the jury to solve questions of fact.

The earliest notion of law was not an enumeration of a principle, but a judgment in a particular case. When pronounced in the early ages, by a king, it was assumed to be the result of direct divine inspiration. Afterwards came the notion of a custom which a judgment affirms, or punishes its breach. In the outset, however, the only authoritative statement of right and wrong is a judicial sentence rendered after the fact has occurred. It does not presuppose a law to have been violated, but is enacted for the first time by a higher form into the judge's mind at the moment of adjudication. *Maine, Anc.Law*, (Dwight's Ed.) pp. xv, 5.

The word may mean or embrace:

Act of the Legislature deposited in office of Secretary of State, properly authenticated by presiding officers of the two houses, and approved by Governor. *State ex rel. Martin v. Zimmerman*, 233 Wis. 16, 288 N.W. 454, 456; body of principles, standards and rules promulgated by government. *State ex rel. Conway v. Superior Court within and for Greenlee County*, 60 Ariz. 69, 131 P.2d 983, 986; city charter provision. *Sykes v. City of Battle Creek*, 288 Mich. 660, 286 N.W. 117, 118; command which obliges a person or persons and obliges generally to acts or forbearances of a class. *Aust.Jur.*: constitution or constitutional provision. *Boston Elevated Ry. Co. v. Commonwealth*, 310 Mass. 528, 39 N.E.2d 87, 109; *Wickham v. Grand River Dam Authority*, 189 Okl. 540, 118 P.2d 640, 643; Board of Public Instruction for Bay County v. *State ex rel. Barefoot*, 145 Fla. 482, 199 So. 760, 762; *Hudson v. Cummard*, 44 Ariz. 7, 33 P.2d 591, 593; county ordinance. *People v. Ziady*, 8 Cal.2d 149, 64 P.2d 425, 430, 108 A.L.R. 1234; distinct and complete act of positive law; doctrine or procedure of the common law, from which equity is a departure; enrolled bill attested by presiding officers of two branches of General Assembly. *Shannon v. Dean*, 279 Ky. 279, 130 S.W.2d 812, 815; Executive Order concerning alienation of Indians' land. *United States v. Gilbertson*, C.C.A.Wis., 111 F.2d 978, 980; Federal Communications Commission's regulations. *Columbia Broadcasting System v. United States*, N.Y., 316 U.S. 407, 62 S.Ct. 1194, 1200, 1201, 86 L.Ed. 1563; Federal Home Loan Bank Board's rules. *Community Federal Sav. & Loan Ass'n of Independence, Mo. v. Fields*, C.C.A.Mo., 128 F.2d 705, 707; Federal Trade Commission's rules. *Kritzik v. Federal Trade Commission*, C.C.A.7, 125 F.2d 351, 352; general rule of human action, taking cognizance only of external acts, enforced by a determinate authority, which authority is human, and among human authorities is that which is paramount in a political society. *Holl.Jur.* 36; governmental direction. *In re Baldwin Tp., Allegheny County Annexation*, 305 Pa. 490, 158 A. 272; grant by Legislature. *City of Los Angeles v. Pacific Land Corporation*, 41 Cal.App.2d 223, 106 P.2d 242, 244; Industrial Commission's Rules. *State ex rel. Koger v. Industrial Commission, Ohio App.*, 48 N.E.2d 114, 118; Interstate Commerce Commission's Regulations. *Columbia Broadcasting System v. United States*, N.Y., 316 U.S. 407, 62 S.Ct. 1194, 1200, 86 L.Ed. 1563; judicial decisions, judgments or decrees. *West v. American Telephone & Telegraph Co.*, Ohio, 311 U.S. 223, 61 S.Ct. 179, 183, 132 A.L.R. 956, 85 L.Ed. 139; *Miller v. Huntington & Ohio Bridge Co.*, 123 W.Va. 320, 15 S.E.2d 687, 692; *U. S. v. Pendergast*, D.C.Mo., 35 F.Supp. 593, 599; *Monteith Bros. Co. v. U. S.*, D.C.Ind., 48 F.Supp. 210, 211; law of the state. *Plick v. Toye Bros. Auto & Taxicab Co.*, 169 La. 44, 124 So. 140, 141; legislation by initia-

live method. *Opinion of the Justices*, 309 Mass. 676, 35 N.E.2d 676, 680; local rules of decision. *National Fruit Product Co. v. Dwinell-Wright Co.*, D.C.Mass., 47 F.Supp. 499, 502; long-established local custom which has the force of law. *Dubois v. Hepburn*, 10 Pet. 1, 9 L.Ed. 325. *Bush v. Brenner*, D.C.Minn., 29 F.2d 844, 845; municipal ordinance. *Norfolk & W. Ry. Co. v. White, Va.*, 160 S.E. 218, 221; *State v. Police Court of City of Deer Lodge*, 86 Mont. 297, 283 P. 430, 433 (contra, *Village of Brewster v. Hills*, 128 Ohio St. 354, 191 N.E. 366; *City of Cincinnati v. Correll*, 141 Ohio St. 535, 49 N.E.2d 412, 413); prescribed rules of action or conduct. *In re Baldwin Tp., Allegheny County Annexation*, 305 Pa. 490, 158 A. 272; *U. S. Fidelity & Guaranty Co. v. Guenther*, 281 U.S. 34, 50 S.Ct. 165, 166, 74 L.Ed. 683, 72 A.L.R. 1064; proclamation of Governor. *Williams v. State*, 146 Tex.Cr.R. 430, 176 S.W.2d 177, 184; regulations. *In re Baldwin Tp., Allegheny County Annexation*, 305 Pa. 490, 158 A. 272; resolution passed by Legislature and approved by Governor. *City of Bangor v. Inhabitants of Etna*, 140 Me. 85, 34 A.2d 205, 208; revised statutes. *W. R. McCullough Life Ins. Co. v. Armstrong*, Tex. Civ.App., 158 S.W.2d 585, 586; rule of administrative authority. *Inman v. Sandvig*, 170 Wash. 112, 15 P.2d 696, 698; rule of civil conduct commanding what is right and prohibiting what is wrong. *Rich Hill Coal Co. v. Bashore*, 334 Pa. 449, 7 A.2d 302, 312; *Maner v. Dykes*, 183 Ga. 118, 187 S.E. 699, 701; *City of Bangor v. Inhabitants of Etna*, 140 Me. 85, 34 A.2d 205, 208; rule of civil conduct prescribed by the supreme power in a state, 1 *Stenh.Comm.* 25; *Civ.Code Dak.* § 2 (Comp.Laws N.D.1913, § 4327; *Rev. Code S'D.1919*, § 1); *Pol.Code Cal.* § 4466; *City of Bangor v. Inhabitants of Etna*, 140 Me. 85, 34 A.2d 205, 208; rule of conduct prescribed by lawmaking power of state. *Board of Education of Union Free School Dist. No. Six of Town of Greenburgh v. Town of Greenburgh*, 277 N.Y. 193, 13 N.E.2d 768, 770; *Maner v. Dykes*, 183 Ga. 118, 187 S.E. 699, 701; rule prescribed by the sovereign power. *Maner v. Dykes*, 183 Ga. 118, 187 S.E. 699, 701; rules of court. *Department of Finance v. Sheldon*, 381 Ill. 256, 44 N.E.2d 863, 864; *Goldston v. Karukas*, 180 Md. 232, 23 A.2d 691, 692; *State ex rel. Conway v. Superior Court within and for Greenlee County*, 60 Ariz. 69, 131 P.2d 983, 986; rules of decision commonly accepted and acted upon by bar and inferior courts. *West v. American Telephone & Telegraph Co.*, Ohio, 311 U.S. 223, 61 S.Ct. 179, 183, 132 A.L.R. 956, 85 L.Ed. 139; rules promulgated by government. *State ex rel. Conway v. Superior Court within and for Greenlee County*, 60 Ariz. 69, 131 P.2d 983, 986; science or system of principles or rules of human conduct; Secretary of the Treasury regulations. *In re Deyo's Estate*, 42 N.Y.S.2d 379, 386, 180 Misc. 32; solemn expressions of legislative will which generally relate to what passes in ordinary course of affairs. *Civ.Code La. arts. 1, 2*; statute laws as construed by highest courts of state. *National City Bank v. National Sec. Co.*, C.C.A.Tenn., 58 F.2d 7, 9; statute or enactment of legislative body. *Shute v. Frohmiller*, 53 Ariz. 483, 90 P.2d 998, 1001; *State v. Masnik*, 123 N.J.L. 335, 8 A.2d 701, 704; *State ex rel. McKittrick v. Missouri Public Service Commission*, 252 Mo. 29, 175 S.W.2d 857, 861; *United States law. U. S. v. Wagner*, C.C.A.Cal., 93 F.2d 77, 79; War Department regulations. *Standard Oil Co. of California v. Johnson*, Cal., 316 U.S. 481, 62 S.Ct. 1168, 1169, 86 L.Ed. 1611.

A concurrent or joint resolution of legislature is not "a law". *Koenig v. Flynn*, 179 N.E. 705, 707, 258 N.Y. 292; *Ex parte Hague*, 105 N.J.Eq. 134, 147 A. 220, 222; *Ward v. State*, 176 Okl. 368, 56 P.2d 136, 137; *Scudder v. Smith*, 331 Pa. 165, 200 A. 601, 604; a resolution of the house of representatives is not a "law". *State ex rel. Todd v. Yelle*, 7 Wash.2d 443, 110 P.2d 162, 165; an unconstitutional statute is not a "law". *John F. Jelke Co. v. Hill*, 208 Wis. 650, 242 N.W. 576, 581; *Flournoy v. First Nat. Bank of Shreveport*, 197 La. 1067, 3 So.2d 244, 248.

When a statute is passed in violation of law, that is, of the fundamental law or constitution of a state, it is the prerogative of courts to declare it void, or, in other words, to declare it not to be law. *Burrill*.

When the term "law" is used to denote enactments of the legislative power, it is frequently confined, especially by English writers, to permanent rules of civil conduct, as distinguished from other acts, such as a divorce act, an appropriation bill, an estates act. *Rep.Eng.St.L.Com.Mar.* 1856.

With reference to its origin, "law" is derived either from judicial precedents, from legislation, or from custom. Sweet.

As to the different kinds of law, or law regarded in its different aspects, see Absolute Law; Adjective Law; Administrative Law; Admiralty; Arms, Law of; Bankrupt Law; Canon Law; Case Law; Citations, Law of; Civil Law; Commercial Law; Common Law; Constitutional Law; Criminal; Custom; Ecclesiastical Law; Enabling Statute; Equity; Evidence, Law of; Flag, Law of; Foreign Laws; Forest Law; International Law; Local Law; Maritime Law; Marque, Law of; Martial Law; Mercantile Law; Military Law; Moral Law; Municipal Law; Natural Law; Oleron, Laws of; Organic Law; Parliamentary Law; Penal Laws; Personal Law; Positive Law; Private Law; Probate; Prospective Law; Public Law; Remedial Statute; Retrospective Law; Revenue Law; Road, Law of; Roman Law; Special Law; Staple, Law of; Statute; Substantive Law; Unwritten Law; War; Wisby, Laws of; Written Law.

For "facts" and "law" as distinguishable, see Fact.

LAW AGENTS. Solicitors practicing in the Scotch courts.

LAW ALWAYS CONSTRUETH THINGS TO THE BEST. Wing. Max. p. 720, max. 193.

LAW ARBITRARY. Opposed to *immutable*, a law not founded in the nature of things, but imposed by the mere will of the legislature.

LAW BURROWS. In Scotch law. Security for the peaceable behavior of a party; security to keep the peace. Properly, a process for obtaining such security. 1 Forb. Inst. pt. 2, p. 198.

LAW CHARGES. This phrase is used, under the Louisiana Civil Code, to signify costs incurred in court in the prosecution of a suit, to be paid by the party cast. *Rousseau v. His Creditors*, 17 La. 206; *Barkley v. His Creditors*, 11 Rob. (La.) 28.

LAW CONSTRUETH EVERY ACT TO BE LAWFUL, WHEN IT STANDETH INDIFFERENT WHETHER IT SHOULD BE LAWFUL OR NOT. Wing. Max. p. 722, max. 194; Finch, Law, b. 1, c. 3, n. 76.

LAW CONSTRUETH THINGS ACCORDING TO COMMON POSSIBILITY OR INTENDMENT. Wing. Max. p. 705, max. 189.

LAW [THE LAW] CONSTRUETH THINGS WITH EQUITY AND MODERATION. Wing. Max. p. 685, max. 183; Finch, Law, b. 1, c. 3, n. 74.

LAW COURT OF APPEALS. In American law. An appellate tribunal, formerly existing in the state of South Carolina, for hearing appeals from the courts of law.

LAW DAY. See Day.

LAW DEPARTMENT. Department having charge of law business of government. *People v. Board*

of Education of City of Chicago, 345 Ill. 486, 178 N.E. 154, 156.

LAW DISFAVORETH IMPOSSIBILITIES. Wing. Max. p. 606, max. 155.

LAW DISFAVORETH IMPROBABILITIES. Wing. Max. p. 620, max. 161.

LAW ENFORCEMENT OFFICER. Those whose duty it is to preserve the peace. *Frazier v. Elmore*, 180 Tenn. 232, 173 S.W.2d 563, 565.

LAW [THE LAW] FAVORETH CHARITY. Wing. Max. p. 497, max. 135.

LAW FAVORETH COMMON RIGHT. Wing. Max. p. 547, max. 144.

LAW FAVORETH DILIGENCE, AND THEREFORE HATETH FOLLY AND NEGLIGENCE. Wing. Max. p. 665, max. 172; Finch, Law, b. 1, c. 3, no. 70.

LAW FAVORETH HONOR AND ORDER. Wing. Max. p. 739, max. 199.

LAW FAVORETH JUSTICE AND RIGHT. Wing. Max. p. 502, max. 141.

LAW FAVORETH LIFE, LIBERTY, AND DOWER. 4 Bacon's Works, 345.

LAW FAVORETH MUTUAL RECOMPENSE. Wing. Max. p. 411, max. 108; Finch, Law, b. 1, c. 3, no. 42.

LAW [THE LAW] FAVORETH POSSESSION, WHERE THE RIGHT IS EQUAL. Wing. Max. p. 375, max. 98; Finch, Law, b. 1, c. 3, no. 36.

LAW FAVORETH PUBLIC COMMERCE. Wing. Max. p. 738, max. 198.

LAW FAVORETH PUBLIC QUIET. Wing. Max. p. 742, max. 200; Finch, Law, b. 1, c. 3, no. 54.

LAW FAVORETH SPEEDING OF MEN'S CAUSES. Wing. Max. p. 673, max. 175.

LAW [THE LAW] FAVORETH THINGS FOR THE COMMONWEALTH, [COMMON WEAL.] Wing. Max. p. 729, max. 197; Finch, Law, b. 1, c. 3, no. 53.

LAW FAVORETH TRUTH, FAITH, AND CERTAINTY. Wing. Max. p. 604, max. 154.

LAW FRENCH. The Norman French language, introduced into England by William the Conqueror.

For several centuries, it was, in an emphatic sense, the language of the English law. It is called by Blackstone a "barbarous dialect," and the later specimens of it fully warrant the appellation, but at the time of its introduction it was, as has been observed, the best form of the language spoken in Normandy. *Burrill*.

LAW HATETH DELAYS. Wing. Max. p. 674, max. 176; Finch, Law, b. 1, c. 3, no. 71.

LAW HATETH NEW INVENTIONS AND INNOVATIONS. Wing. Max. p. 756, max. 204.

LAW HATETH WRONG

LAW HATETH WRONG. Wing. Max. p. 563, max. 146; Finch, Law, b. 1, c. 3, no. 62.

LAW LATIN. The corrupt form of the Latin language employed in the old English lawbooks and legal proceedings.

LAW LIST. A publication compiling the names and addresses of those engaged in the practice of law and information of interest to the legal profession often including the courts, court calendars, lawyers engaged in specialized fields (as admiralty or patent law), public officers, stenographers, handwriting experts, private investigators, or abstracts of law; a legal directory.

An annual English publication of a *quasi* official character, comprising various statistics of interest in connection with the legal profession. Mozley & Whiteley.

LAW LORDS. Peers in the British parliament who have held high judicial office, or have been distinguished in the legal profession. Mozley & Whiteley.

LAW MARTIAL. See Martial Law.

LAW MERCHANT. See Mercantile Law.

LAW OF A GENERAL NATURE. One which relates to a subject that may exist throughout the state, Panhandle Eastern Pipe Line Co. v. Board of Com'rs of Miami County, 151 Kan. 533, 99 P.2d 828, 829, 830; one whose subject-matter is common to all the people. Panhandle Eastern Pipe Line Co. v. Board of Com'rs of Miami County, 151 Kan. 533, 99 P.2d 828, 829.

LAW OF ARMS. See Arms, Law Of.

LAW OF CITATIONS. See Citations, Law Of.

LAW OF EVIDENCE. See Evidence, Law Of.

LAW OF ITSELF PREJUDICETH NO MAN. Wing. Max. p. 575, max. 148; Finch, Law, b. 1, c. 3, no. 63.

LAW OF MARQUE. See Marque, Law Of.

LAW OF NATIONS. See International Law.

LAW OF NATURE. See Natural Law.

LAW OF THE CASE. The decision, judgment, opinion or rulings on former appeal or writ of error become "law of the case." Massachusetts Bonding & Insurance Co. v. Bankers' Surety Co., 96 Ind.App. 250, 179 N.E. 329, 332; City of Shreveport v. Kansas City Southern Ry. Co., 193 La. 277, 190 So. 404, 406; Nolan v. Nolan's Adm'rs, 234 Ky. 50, 27 S.W.2d 408, 409; Machenheimer v. Falknor, 151 Wash. 447, 276 P. 297, 298; Tressler Coal Min. Co. v. Klefeld, 125 W.Va. 301, 24 S.E.2d 98, 100; so, too, a holding of an appellate court on writ of certiorari. Goodkind v. Wolkowsky, 147 Fla. 415, 2 So.2d 723, 725; Atlantic Coast Line R. Co. v. Sperry Flour Co., 63 Ga.App. 611, 11 S.E.2d 809, 811; binding on subsequent appeal or writ of error. George v. Atlanta & C. A. L. Ry. Co., 210 N.C. 58,

185 S.E. 431, 432; Elliott v. Moffet, Tex.Civ.App., 165 S.W.2d 911, 912, 913; Moran v. Leccony Smokeless Coal Co., 124 W.Va. 54, 18 S.E.2d 808, 813; Hill v. Chappel Bros. of Montana, 97 Mont. 305, 33 P.2d 819, 820; or on subsequent proceedings or trials in trial court, Oliver v. Muncy, 271 Ky. 15, 111 S.W.2d 392, 393; Sarson v. Mueller, 105 N.J.L. 212, 143 A. 428; State of Kansas ex rel. Beck v. Occidental Life Ins. Co., C.C.A.Kan., 95 F.2d 935, 936; or in subsequent suit between same parties, Oglethorpe University v. City of Atlanta, 180 Ga. 152, 178 S.E. 156.

The doctrine expresses practice of courts generally to refuse to reopen what has been decided. White v. Higgins, C.C.A.Mass., 116 F.2d 312, 317, 318; Perkins v. Vermont Hydro-Electric Corporation, 106 Vt. 367, 177 A. 631, 653; Fleming v. Campbell, 148 Kan. 516, 83 P.2d 708, 709; it expresses the rule that final judgment of highest court is final determination of parties' rights. Atchison, T. & S. F. Ry. Co. v. Railroad Commission of California, 209 Cal. 460, 288 P. 775, 779.

The doctrine has reference to decisions on legal questions and principles of law announced. Haynes Drilling Co. v. Indian Territory Illuminating Oil Co., 185 Okl. 122, 90 P.2d 639, 640; and does not embrace questions of fact or decisions on questions of fact. McNeely v. Connell, 87 Cal. App. 87, 261 P. 754, 755. (But see holding that the decision of appellate court on facts proved becomes "law of the case". Cauldwell-Wingate Co. v. State, Ct.Cl., 31 N.Y.S.2d 211, 213).

The doctrine includes all errors relied on for reversal, whether mentioned in court's opinion or not, and all errors lurking in record on first appeal, which might have been, but were not, expressly relied on, Sowders v. Coleman, 223 Ky. 633, 4 S.W.2d 731, (but see holding that doctrine does not extend to facts or points of law which might have been but were not presented and determined on prior appeal. Steelduct Co. v. Henger-Seltzer Co., Cal., 26 Cal.2d 634, 160 P.2d 804, 809); all matters, issues or questions actually decided on former appeal. Fleming v. Buerkli, 164 Wash. 136, 1 P.2d 915; all questions involved in judgment, Helper State Bank v. Crus, 95 Utah 320, 81 P.2d 359, 361, 363; all questions involved on former appeal, whether or not expressly mentioned in opinion, unless expressly reserved, Martin v. Commonwealth, 265 Ky. 292, 96 S.W.2d 1011; all questions open expressly or by necessary implication decided on former appeal. Brown v. Brotherhood of Railroad Trainmen, 186 Okl. 275, 97 P.2d 62; Miller v. Sisters of St. Francis, 5 Wash.2d 204, 105 P.2d 32, 33; Kuhns v. Live Stock Nat. Bank of Omaha, 138 Neb. 797, 295 N.W. 818, 819, 820; decision on sufficiency of evidence, Wells v. Lloyd, 21 Cal.2d 452, 132 P.2d 471, 474; every applicable proposition of law actually applied to facts and pleadings involved, Union Central Life Ins. Co. v. Trundle, 65 Ga.App. 553, 15 S.E.2d 909, 913; only facts appearing in original opinion, Timm v. McCartney, 30 Cal.App.2d 241, 85 P.2d 920, 922; points presented on former appeal, Aetna Life Ins. Co. v. Wharton, C.C.A.Ark., 63 F.2d 378, 379; City of Sedalia ex rel. and to Use of Ferguson v. Shell Petroleum Corporation, C.C.A.Mo., 81 F.2d 193, 196, 106 A.L.R. 1327; ruling on point distinctly made on former appeal, People v. Marshall, 209 Cal. 540, 289 P. 629, 631; statements in opinion on former appeal, if necessary to decision of questions presented, Miller Cattle Co. v. Francis, Ariz., 298 P. 631, 632. It bars further adjudication in identical proceeding or on same or substantially identical facts or identical question, In re Norman's Estate, 161 Or. 450, 88 P.2d 977, 987.

The doctrine is generally deemed applicable whether former determination is right or wrong. Wells v. Lloyd, 21 Cal.2d 452, 132 P.2d 471, 474. But some cases hold that doctrine is inapplicable where prior decision is unsound, Standard Oil Co. of California v. Johnson, 56 Cal. App.2d 411, 132 P.2d 910, 913; Atchison T. & S. F. Ry. Co. v. Ballard, C.C.A.Tex., 108 F.2d 768, 772; or incorrect

principles were announced or mistake of fact was made on first appeal. National Match Co. v. Empire Storage & Ice Co., 227 Mo.App. 1115, 58 S.W.2d 797; Morris v. E. I. Du Pont De Nemours & Co., 346 Mo. 126, 139 S.W.2d 984, 986, 129 A.L.R. 352.

The doctrine may be invoked unless evidence differs substantially. Chicago, St. P. M. & O. Ry. Co. v. Kuip, C.C.A. Minn., 102 F.2d 352, 354, 133 A.L.R. 1445; City of Louisville v. Redmon, 282 Ky. 1, 137 S.W.2d 350, 351; New York Life Ins. Co. v. Gollightly, C.C.A.Ark., 94 F.2d 316, 319; new pleadings and new evidence adduced on subsequent trial call for different judgment, Mize v. Bennett, 117 W.Va. 165, 184 S.E. 564, 565; there has been a material change in record, Reynolds v. Virginian Ry. Co., 117 W.Va. 359, 185 S.E. 568, 569; there has been a substantial change in issues or evidence, Royal Collieries Co. v. Wells, 244 Ky. 303, 50 S.W.2d 948, 949.

It may be invoked where evidence or facts on subsequent appeal or subsequent trial is substantially the same, American Railway Express Co. v. Cole, 185 Ark. 532, 48 S.W.2d 223; State v. Loveless, 62 Nev. 312, 150 P.2d 1015, 1016, 1018; Clark v. Los Angeles & Salt Lake R. Co., 73 Utah, 486, 275 P. 582, 584; New York Life Ins. Co. v. Ittner, 62 Ga.App. 31, 8 S.E.2d 582, 586; Amerada Petroleum Corporation v. Elliff, 171 Okl. 38, 41 P.2d 850. General principle of law is declared as applicable to the facts of the case, Creason v. Harding, 344 Mo. 452, 126 S.W.2d 1179, 1183; pleadings and evidence were substantially the same, Lober v. Kansas City, 339 Mo. 1087, 100 S.W.2d 267, 268; questions of law and fact are the same. Helper State Bank v. Crus, 95 Utah 320, 81 P.2d 359, 361, 363; record is substantially identical with that in prior proceeding, Louisville Trust Co. v. National Bank of Kentucky, C.C.A.Ky., 102 F.2d 137, 139; City of San Antonio v. McKenzie Const. Co., Tex.Civ.App., 138 S.W.2d 568, 576; Stuart C. Irby Co. v. Smith, 205 Ark. 183, 168 S.W.2d 618, 619, 620.

The effect of "law of the case" is limited to court of co-ordinate jurisdiction. Walker v. Gerli, 12 N.Y.S.2d 942, 944, 257 App.Div. 249.

Where appeal is not pursued, decision of intermediate court is the "law of the case". State ex rel. Anderson Motor Service Co. v. Public Service Commission, 234 Mo. App. 470, 134 S.W.2d 1069, 1075.

"Law of the case" may signify, or be constituted by, other matters or things.

It has been held that "law of the case" may include, or be constituted by an agreement of arbitration, Acme Cut Stone Co. v. New Center Development Corporation, 281 Mich. 32, 274 N.W. 700, 706, 112 A.L.R. 865; allegation of complaint where not challenged below. Coulter v. Pomeroy, 38 N.Y.S.2d 22, 23, 265 App.Div. 51; answer to certified question. City of Brunswick v. King, 65 Ga.App. 44, 14 S.E.2d 760, 763; findings of fact or of law by an auditor unless excepted to, Brothers and Sisters of Charity v. Renfro, 57 Ga.App. 646, 196 S.E. 135; finding on first hearing affirmed on appeal. Stonega Coke & Coal Co. v. Price, C.C.A. W.Va., 116 F.2d 618, 621; grant of temporary injunction and continuance by Appellate Division, Walker Memorial Baptist Church v. Saunders, 17 N.Y.S.2d 842, 847, 173 Misc. 455; holding in case not appealed from, Schul v. Clapp, 154 Kan. 372, 118 P.2d 570, 573; intention of testator as expressed in will. Clauss v. Rohde, 133 N.J.Eq. 105, 30 A.2d 695; judgment which remains unreversed or to which no exception has been taken, Palmer v. Jackson, 188 Ga. 336, 4 S.E.2d 28, 30; mandates of Supreme Court, People ex rel. McLaren v. DeBoice, 377 Ill. 634, 37 N.E.2d 337, 340; order not appealed, Foley v. Equitable Life Assur. Soc. of the United States, 33 N.Y.S.2d 917, 918, 263 App.Div. 605; Long v. Carolina Baking Co., 193 S.C. 225, 8 S.E.2d 326, 330, 331; order of trial court requiring amendment to petition, Martin v. Mayer, 63 Ga.App. 387, 11 S.E.2d 218, 226; order requiring judgment debtor to make monthly payments on judgment, Ryan v. Edgerton, 30 N.Y.S.2d 941, 942, 177 Misc. 421; order that case automatically stand dismissed unless plaintiff amends petition, Smith v. Atlanta Gas-Light Co., 181 Ga. 479, 182 S.E. 603; ordinance admitted by parties to be in force and to be accurately pleaded, with defendant reserving only the question of admissibility, Paue v. Wieland, 137 Ohio St. 198, 28 N.E.2d 583, 585; plaintiffs' theory where adopted by trial justice, Ferrier v. City of White Plains, 28 N.Y.S.2d 218, 220, 262 App. Div. 94; portion of decree not appealed, Dawson County Irr. Co. v. Stuart, 142 Neb. 428, 8 N.W.2d 507, 508; prior

decision of another judge of same court, United States Industrial Chemicals v. Carbide & Carbon Chemicals Corporation, D.C.N.Y., 52 F.Supp. 164, 165; referee's conclusions where no exceptions taken, Cooper v. Baxley, 194 S.C. 270, 9 S.E.2d 721, 722; ruling upon demurrer, Sanik v. Shryock Realty Co., 156 Kan. 641, 135 P.2d 545, 548; Darling stores Corporation v. Beatus, 197 Ga. 125, 28 S.E.2d 124, 126; Wilkinson v. Wilkinson, 192 S.C. 497, 7 S.E.2d 447, 449, 450; ruling of trial court as to applicable statute, Beck v. Baird, 238 Wis. 624, 300 N.W. 752, 754; ruling of trial court to which no exception is taken, Perkins v. Vermont Hydro-Electric Corporation, 106 Vt. 367, 177 A. 631, 654; ruling on motions to dismiss, Pathé Exchange v. International Alliance of Theatrical Stage Employés and Moving Picture Machine Operators of the United States and Canada, Local No. 306, D.C.N.Y., 3 F.Supp. 63, 64; ruling striking amendments to answer, Ford v. Jones, 66 Ga.App. 238, 17 S.E.2d 756, 757; stipulation, Mann v. R. Simpson & Co., 286 N.Y. 450, 36 N.E.2d 658, 662; theory acquiesced in by parties and court, Cote v. Boise, 111 Vt. 343, 16 A.2d 175, 177.

Instructions are the "law of the case." Douglas v. Manfree Realty Corporation, 263 App.Div. 998, 33 N.Y.S.2d 423, 424; Selve v. Fuller, 179 Va. 30, 18 S.E.2d 254, 256; whether right or wrong, Rogers v. Jefferson, 223 Iowa 718, 272 N.W. 532, 533; McClelland v. Interstate Transit Lines, 142 Neb. 439, 6 N.W.2d 384, 391; Buckin v. Long Island R. Co., 286 N.Y. 146, 36 N.E.2d 88, 89.

It has been held that instructions are the "law of the case" where appealing defendant accepted instructions as correct, Aetna Life Ins. Co. v. McAdoo, C.C.A.Ark., 115 F.2d 369, 370; approved on former appeal and given at second trial, Whitehead v. Stith, 279 Ky. 556, 131 S.W.2d 455, 460; instruction given on first trial is corrected to meet criticism made by Court of Appeals, Waddle v. Williams, 294 Ky. 66, 170 S.W.2d 886, 888. Instruction is unappealed from, Stephenson v. W. R. Grimshaw Co., 148 Kan. 466, 83 P.2d 655, 656; instructions not challenged in any manner or in any particular, Madison v. Hood, 207 Iowa 495, 223 N.W. 178, 179; no exception is made and they are not assigned as error, New York Life Ins. Co. v. Stone, C.C.A.Mass., 80 F.2d 614, 616; Codd v. New York Underwriters Ins. Co., 19 Wash.2d 671, 144 P.2d 234, 237; no exceptions are taken, Miller v. Mohr, 198 Wash. 619, 89 P.2d 807, 814; Chancellor v. Hines Motor Supply Co., 104 Mont. 603, 69 P.2d 764, 769; Johnson v. Narragansett Filling Stations, R.I., 148 A. 901; no instructions are requested nor exceptions taken, U. S. v. Hossmann, C.C.A. Mo., 84 F.2d 808, 810; no objections are made, Brown v. Waltrip, 167 Va. 293, 189 S.E. 342, 343; Kovaniemi v. Sherman, 192 Minn. 395, 256 N.W. 661; Pankey v. First Nat. Bank, 40 N.M. 270, 58 P.2d 1186, 1188; only exception pressed before Supreme Court was exception to denial of motion for new trial based on usual grounds, Couture v. Industrial Trust Co., 66 R.I. 395, 19 A.2d 772, 775. An instruction excepted to by plaintiff is "law of the case" for purpose of trial only. Kilmaszewski v. Herrick, 32 N.Y. S.2d 441, 442, 263 App.Div. 235. An instruction given at request of defendant is "law of the case" on defendant's appeal. Wood Towing Corporation v. West, 181 Va. 151, 23 S.E.2d 789, 791. Oral charge of court and special charges given at request of parties constitute "law of case". Franklin Fire Ins. Co. v. Slaton, 240 Ala. 560, 700 So. 564, 566. Portion of charge to which no exception was made became the "law of the case." Morrison v. Bitting, 60 R.I. 325, 198 A. 355, 359.

LAW OF THE FLAG. See Flag, Law of.

LAW OF THE LAND. Due process of law (*q. v.*). By the law of the land is most clearly intended the general law which hears before it condemns, which proceeds upon inquiry, and renders judgment only after trial. Dupuy v. Tedora, 204 La. 560, 15 So.2d 886, 891. The meaning is that every citizen shall hold his life, liberty, property, and immunities under the protection of general rules which govern society. Rich Hill Coal Co. v. Bra-

LAW OF THE LAND

shore, 334 Pa. 449, 7 A.2d 302, 316; In re Stobie's Estate, 30 Cal.App.2d 525, 86 P.2d 883, 885.

Everything which may pass under the form of an enactment is not the law of the land. Sedg.St. & Const.Law, (2d Ed.) 475. When first used in *Magna Charta*, the phrase probably meant the established law of the kingdom, in opposition to the civil or Roman law. It is now generally regarded as meaning general public laws binding on all members of the community. *Janes v. Reynolds*, 2 Tex. 251; *Beasley v. Cunningham*, 171 Tenn. 334, 103 S.W.2d 18, 20, 110 A.L.R. 306. It means due process of law warranted by the constitution, by the common law adopted by the constitution, or by statutes passed in pursuance of the constitution. *Mayo v. Wilson*, 1 N.H. 53.

LAW OF THE ROAD. See Road, Law of.

LAW OF THE STAPLE. See Staple, Law of.

LAW REPORTS. Published volumes containing the reports of cases argued and adjudged in the courts of law.

LAW RESPECTETH MATTER OF SUBSTANCE MORE THAN MATTER OF CIRCUMSTANCE. *Wing*, Max. p. 382, max. 101; *Finch*, Law, b. 1, c. 3, no. 39.

LAW RESPECTETH POSSIBILITY OF THINGS. *Wing*, Max. p. 403, max. 104; *Finch*, Law, b. 1, c. 3, no. 40.

LAW [THE LAW] RESPECTETH THE BONDS OF NATURE. *Wing*, Max. p. 268, max. 78; *Finch*, Law, b. 1, c. 3, no. 29.

LAW SPIRITUAL. The ecclesiastical law, or law Christian. *Co. Litt.* 344. See, also, Ecclesiastical Law.

LAW WORTHY. Being entitled to, or having the benefit and protection of, the law.

LAWFUL. Legal; warranted or authorized by the law; having the qualifications prescribed by law; not contrary to nor forbidden by the law. *Ohio Automatic Sprinkler Co. v. Fender*, 108 Ohio St. 149, 141 N.E. 269, 275; *McDonnell v. Murnan Shipbuilding Corporation*, 210 Ala. 611, 98 So. 887, 889; *Hafner Mfg. Co. v. City of St. Louis*, 262 Mo. 621, 172 S.W. 28, 33.

The principal distinction between the terms "lawful" and "legal" is that the former contemplates the substance of law, the latter the form of law. To say of an act that it is "lawful" implies that it is authorized, sanctioned, or at any rate not forbidden, by law. To say that it is "legal" implies that it is done or performed in accordance with the forms and usages of law, or in a technical manner. In this sense "illegal" approaches the meaning of "invalid." For example, a contract or will, executed without the required formalities, might be said to be invalid or illegal, but could not be described as unlawful. Further, the word "lawful" more clearly implies an ethical content than does "legal." The latter goes no further than to denote compliance, with positive, technical, or formal rules; while the former usually imports a moral substance or ethical permissibility. A further distinction is that the word "legal" is used as the synonym of "constructive," which "lawful" is not. Thus "legal fraud" is fraud implied or inferred by law, or made out by construction. "Lawful fraud" would be a contradiction of terms. Again, "legal" is used as the antithesis of "equitable." Thus, we speak of "legal assets," "legal estate," etc., but not of "lawful assets," or "lawful estate." But there are some connections in which the two words are used as exact equivalents. Thus, a "lawful" writ, warrant, or process is the same as a "legal" writ, warrant, or process.

LAWFUL AGE. Full age; majority; generally the age of twenty-one years, though sometimes eighteen as to a female. See *McKim v. Handy*, 4 Md.Ch. 237.

LAWFUL AUTHORITIES. The expression "lawful authorities," used in our treaty with Spain, refers to persons who exercised the power of making grants by authority of the crown. *Mitchel v. U. S.*, 9 Pet. 711, 9 L.Ed. 283.

LAWFUL CAUSE. One supported by evidence (*Pub.Laws* 1931, c. 1818, § 3). *Girouard v. Board of Police Com'rs of Central Falls*, 52 R.I. 47, 157 A. 199, 200.

LAWFUL DAMAGES. Such damages as the law fixes and are ascertainable in a court of law. *Carr v. U. S.*, D.C.Ky., 28 F.Supp. 236, 241.

LAWFUL DEPENDENTS. All dependents except those who might occupy an unlawful relation to individual. *National Council Junior Order United American Mechanics v. Tate*, 212 N.C. 305, 193 S.E. 397, 399, 113 A.L.R. 1514.

LAWFUL DISCHARGE. Such a discharge in insolvency as exonerates the debtor from his debts. *Mason v. Haile*, 12 Wheat. 370, 6 L.Ed. 660.

LAWFUL ENTRY. An entry on real estate, by one out of possession, under claim or color of right and without force or fraud. See *Stouffer v. Harlan*, 68 Kan. 135, 74 P. 613, 64 L.R.A. 320, 104 Am. St.Rep. 396.

LAWFUL GOODS. Whatever is not prohibited to be exported by the positive law of the country, even though it be contraband of war; for a neutral has a right to carry such goods at his own risk. *Seton v. Low*, 1 Johns.Cas., N.Y., 1; *Skidmore v. Desdoity*, 2 Johns.Cas., N.Y., 77; *Juhel v. Rhineland*, 2 Johns.Cas., N.Y., 120.

LAWFUL HEIRS. See Heir.

LAWFUL ISSUE. As used in will the words primarily and generally mean descendants. In re *Marsh's Will*, 143 Misc. 609, 257 N.Y.S. 514, 521; they include descendants more remote than children. In re *Woodcock's Will*, Sur., 55 N.Y.S.2d 656, 658. At common law, the term includes only those who were children of legally recognized subsisting marriage. In re *Sheffer's Will*, 139 Misc. 519, 249 N.Y.S. 102, 105. Lawful descendants. In re *Sheffer's Will*, 139 Misc. 519, 249 N.Y.S. 102, 104.

LAWFUL MAN. A freeman, unattainted, and capable of bearing oath; a *legalis homo*.

LAWFUL MONEY. Money which is a legal tender in payment of debts. *Vick v. Howard*, 136 Va. 101, 116 S.E. 465, 467, 31 A.L.R. 240; *Dunlap v. Whitmer*, 133 La. 317, 62 So. 938, 942, Ann.Cas. 1915C, 990.

LAWFUL REPRESENTATIVES. Where real property is involved as subject-matter, term "lawful representatives" includes or means legal heirs. Where personal property is involved the term, when not qualified by context, is limited to execu-

tors and administrators. *Conley v. Jamison*, 205 Iowa 1326, 219 N.W. 485, 486, 59 A.L.R. 835.

LAWING OF DOGS. The cutting several claws of the forefeet of dogs in the forest, to prevent their running at deer. *Expeditation (q. v.)*.

LAWLESS. Not subject to law; not controlled by law; not authorized by law; not observing the rules and forms of law. See *Arkansas v. Kansas & T. Coal Co.*, C.C.Ark., 96 F. 362.

LAWLESS COURT. An ancient local English court, said to have been held in Essex once a year, at cock-crowing, without a light or pen and ink, and conducted in a whisper. *Jacob*.

LAWLESS MAN. An outlaw.

LAWNDE, LOWNDE. In old English law. A plain between woods. *Co. Litt. 5b*.

LAWS. Rules promulgated by government as a means to an ordered society. *Miami Laundry Co. v. Florida Dry Cleaning & Laundry Board*, 134 Fla. 1, 183 So. 759, 764, 119 A.L.R. 956. Session laws or statutes and not decisions of court. *State ex rel. Helena Allied Printing Council v. Mitchell*, Mont., 105 Mont. 326, 74 P.2d 417, 425. See, also, *Law*.

LAWS OF ANOTHER STATE. Statutory laws and laws established by judicial decisions. *Holderness v. Hamilton Fire Ins. Co. of New York*, D.C.Fla., 54 F.Supp. 145, 146.

LAWS OF THE SEVERAL STATES. As used in conformity act, means local statutes and decisions construing them, not decisions relating to matters of general jurisprudence. *Ford v. Grocers' Mut. Ins. Co.*, D.C.Pa., 4 F.Supp. 911, 913. As used in statute requiring federal courts to apply laws of the several states, includes not only state statutory law, but also state decisions on questions of general law. *Erie R. Co. v. Tompkins*, N.Y., 304 U.S. 64, 58 S.Ct. 817, 822, 82 L.Ed. 1188, 114 A.L.R. 1487.

LAWS OF OLERON. See *Oleron*, *Laws of*.

LAWS OF WAR. See *War*.

LAWS OF WISBY. See *Wisby*, *Laws of*.

LAWSUIT. A vernacular term for a suit, action, or cause instituted or depending between two private persons in the courts of law. A suit at law or in equity; an action or proceeding in a civil court; a process in law instituted by one party to compel another to do him justice. *Shepherd v. Standard Motor Co.*, 263 Ky. 329, 92 S.W.2d 337.

LAWYER. A person learned in the law; as an attorney, counsel, or solicitor; a person licensed to practice law.

Any person who, for fee or reward, prosecutes or defends causes in courts of record or other judicial tribunals of the United States, or of any of the states, or whose business it is to give legal advice in relation to any cause or matter whatever. Act of July 13, 1866, § 9, (14 St. at Large, 121.)

LAY, n. A share of the profits of a fishing or whaling voyage, allotted to the officers and sea-

men, in the nature of wages. *Coffin v. Jenkins*, 5 Fed.Cas. 1190; *Thomas v. Osborn*, 19 How. 33, 15 L.Ed. 534.

LAY, adj. Relating to persons or things not clerical or ecclesiastical; a person not in ecclesiastical orders. Also non-professional.

LAY, v. To state or allege in pleading.

LAY CORPORATION. See *Corporation*.

LAY DAMAGES. To state at the conclusion of the declaration the amount of damages which the plaintiff claims.

LAY DAYS. In the law of shipping. Days allowed to charter-parties for loading and unloading the cargo. 3 Kent, Comm. 202, 203.

LAY FEE. A fee held by ordinary feudal tenure, as distinguished from the ecclesiastical tenure of *frankalmoign*, by which an ecclesiastical corporation held of the donor. The tenure of *frankalmoign* is reserved by St. 12 Car. II., which abolished military tenures. 2 Bl.Comm. 101.

LAY IMPROPRIATOR. In English ecclesiastical law. A lay person holding a spiritual appropriation. 3 Steph.Comm. 72.

LAY INVESTITURE. In ecclesiastical law. The ceremony of putting a bishop in possession of the temporalities of his diocese.

LAY JUDGE. A judge who is not learned in the law, *i. e.*, not a lawyer; formerly employed in some of the states as assessors or assistants to the presiding judges in the nisi prius courts or courts of first instance.

LAY OUT. This term has come to be used technically in highway laws as embracing all the series of acts necessary to the complete establishment of a highway. *Graham County v. Dowell*, 50 Ariz. 221, 71 P.2d 1019, 1020; *Hitchcock v. Aldermen of Springfield*, 121 Mass. 382; *Mansur v. County Com'rs*, 83 Me. 514, 22 A. 358. See *Borrowdale v. Board of County Com'rs of Socorro County*, 23 N.M. 1, 163 P. 721, 723, L.R.A.1917E, 456; *Patterson v. City of Baltimore*, 130 Md. 645, 101 A. 589, 591.

LAY PEOPLE. Jurymen.

LAY SYSTEM. As applied to fishing vessels, the fish caught are sold at auction and from the proceeds is deducted charges for supplies furnished and balance distributed to the master and the crew. *The Dirigo First*, D.C.Mass., 60 F.Supp. 675.

LAYE. L. Fr. Law.

LAYING THE VENUE. Stating in the margin of a declaration the county in which the plaintiff proposes that the trial of the action shall take place.

LAYMAN. One of the people, and not one of the clergy; one who is not of the legal profession; one who is not of a particular profession.

LAYOFF. A termination of employment at the will of employer. *International Ass'n of Machin-*

LAYSTALL

ists v. State ex rel. Watson, 153 Fla. 672, 15 So.2d 485, 490. Municipal employee who suffers a "lay-off" suffers a "suspension." State ex rel. Ausburn v. City of Seattle, 190 Wash. 222, 67 P.2d 913, 921, 111 A.L.R. 418.

LAYSTALL. A place for dung or soil.

LAZARET, or LAZARETTO. A pesthouse, or public hospital for persons affected with the more dangerous forms of contagious diseases; a quarantine station for vessels coming from countries where such diseases are prevalent.

LAZZI. A Saxon term for persons of a servile condition.

LE CONGRÈS. A species of proof on charges of impotency in France, *coitus coram testibus*. Abolished A.D. 1677.

LE CONTRAT FAIT LA LOI. The contract makes the law.

LE GUIDON DE LA MER. The title of a French work on marine insurance, by an unknown author, dating back, probably, to the sixteenth century, and said to have been prepared for the merchants of Rouen. It is noteworthy as being the earliest treatise on that subject now extant.

LE LEY DE DIEU ET LEY DE TERRE SONT TOUT UN; ET L'UN ET L'AUTRE PREFERRE ET FAVOUR LE COMMON ET PUBLIQUE BIEN DEL TERRE. The law of God and the law of the land are all one; and both preserve and favor the common and public good of the land. Keilw. 191.

LE LEY EST LE PLUS HAUT ENHERITANCE QUE LE ROY AD, CAR PER LE LEY IL MESME ET TOUTS SES SUJETS SONT RULES; ET, SI LE LEY NE FUT, NUL ROY NE NUL ENHERITANCE SERRA. 1 J.H. 6, 63. The law is the highest inheritance that the king possesses, for by the law both he and all his subjects are ruled; and, if there were no law, there would be neither king nor inheritance.

LE ROI, or ROY. The old law-French words for "the king."

LE ROI VEUT EN DELIBERER. The king will deliberate on it. This is the formula which the king of the French used when he intended to veto an act of the legislative assembly. 1 Toullier, no. 42.

LE ROY (or LA REINE) LE VEUT. The king (or the queen) wills it. The form of the royal assent to public bills in parliament.

LE ROY (or LA REINE) REMERCIE SES LOYAL SUJETS, ACCEPTE LEUR BENEVOLENCE, ET AINSI LE VEUT. The king (or the queen) thanks his (or her) loyal subjects, accepts their benevolence, and therefore wills it to be so. The form of the royal assent to a bill of supply.

LE ROY (or LA REINE) S'AVISERA. The king (or queen) will advise upon it. The form of words

used to express the refusal of the royal assent to public bills in parliament. 1 Bl.Comm. 184. This is supposed to correspond to the judicial phrase "*curia advisari vult*," (q. v.). 1 Chit.Bl.Comm. 184, note.

LE SALUT DU PEUPLE EST LA SUPREME LOI. Montesq. Esprit des Loix, l. xxvii, c. 23. The safety of the people is the highest law.

LEA, or LEY. A pasture. Co.Litt. 4b.

LEAD. The counsel on either side of a litigated action who is charged with the principal management and direction of the party's case, as distinguished from his juniors or subordinates, is said to "lead in the cause," and is termed the "leading counsel" on that side.

LEADING A USE. Where a deed was executed before the levy of a fine of land, for the purpose of specifying to whose use the fine should inure, it was said to "lead" the use. If executed after the fine, it was said to "declare" the use. 2 Bl.Comm. 363.

LEADING CASE. Among the various cases that are argued and determined in the courts, some, from their important character, have demanded more than usual attention from the judges, and from this circumstance are frequently looked upon as having settled or determined the law upon all points involved in such cases, and as guides for subsequent decisions, and from the importance they thus acquire are familiarly termed "leading cases." Brown.

LEADING COUNSEL. That one of two or more counsel employed on the same side in a cause who has the principal management of the cause.

LEADING QUESTION. One which instructs witness how to answer or puts into his mouth words to be echoed back, *People v. Hamilton*, Gen.Sess., 30 N.Y.S.2d 155, 158; one which suggests to witness answer desired. *Little v. State*, 79 Okl.Cr. 285, 154 P.2d 772, 777; *State v. Scott*, 20 Wash. 2d 696, 149 P.2d 152, 153, 154; *Landers v. State*, 118 Tex.Cr.R. 608, 39 S.W.2d 43, 44.

Questions are leading which suggest to the witness the answer desired, or which embody a material fact, and may be answered by a mere negative or affirmative, or which involve an answer bearing immediately upon the merits of the cause, and indicating to the witness a representation which will best accord with the interests of the party propounding them. *Turney v. State*, 8 Smedes & M., Miss., 104, 47 Am.Dec. 74.

A question is leading which puts into a witness' mouth the words that are to be echoed back, or plainly suggests the answer which the party wishes to get from him. *People v. Mather*, 4 Wend., N.Y., 229, 247, 21 Am.Dec. 122.

That question may be answered either yes or no does not necessarily make it leading. *Foster v. Sol Greisler & Sons*, 150 Pa.Super. 509, 29 A.2d 103, 106; *Osterloh v. San Antonio Public Service Co.*, Tex.Civ.App., 77 S.W.2d 290, 292.

LEAGUE. 1. A treaty of alliance between different states or parties.

2. A measure of distance, varying in different countries.

It may be offensive or defensive, or both. It is *offensive* when the contracting parties agree to unite in attacking a

common enemy; *defensive* when the parties agree to act in concert in defending each other against an enemy. Wharton.

The marine league, marking the limit of national jurisdiction on the high seas, is equal to three geographical (or marine) miles of 6,075 feet each.

In Spanish and Mexican law, the league, as a legal measure of length, consisted of 5,000 varas, and a vara was equivalent to 33 $\frac{1}{4}$ English inches, making the league equal to a little more than 2.63 miles, and the square league equal to 4,428 acres. This is its meaning as used in Texas land grants. *United States v. Perot*, 98 U.S. 428, 25 L.Ed. 251; *Hunter v. Morse*, 49 Tex. 219. "League and labor," an area of land equivalent to 4,605 acres. *Ammons v. Dwyer*, 78 Tex. 639, 15 S.W. 1049. See *Labor*.

LEAKAGE. The waste or diminution of a liquid caused by its leaking from the cask, barrel, or other vessel in which it was placed.

Also an allowance made to an importer of liquids, at the custom-house, in the collection of duties, for his loss sustained by the leaking of the liquid from its cask or vessel.

LEAL. L. Fr. Loyal; that which belongs to the law.

LEALTE. L. Fr. Legality; the condition of a *legalis homo*, or lawful man.

LEAN. To incline in opinion or preference.

A court is sometimes said to "lean against" a doctrine, construction, or view contended for, whereby it is meant that the court regards it with disfavor or repugnance, because of its inexpedience, injustice, or inconsistency.

LEAP-YEAR. See *Bissextile*.

LEARN. To gain knowledge or information of; to ascertain by inquiry, study, or investigation. *Fletcher Savings & Trust Co. v. American Surety Co. of New York*, 92 Ind.App. 651, 175 N.E. 247, 251; *Rambo v. Rambo*, 245 Ala. 98, 16 So.2d 4, 5.

LEARNED. Possessing learning; erudite; versed in the law; informed.

In statutes prescribing the qualifications of judges, "learned in the law" designates one who has received a regular legal education, the almost invariable evidence of which is the fact of his admission to the bar. See *Jamieson v. Wiggin*, 12 S.D. 16, 80 N.W. 137, 46 L.R.A. 317, 76 Am.St.Rep. 585; *O'Neal v. McKinna*, 116 Ala. 620, 22 So. 905; *Potter v. Robbins*, 155 Tenn. 1, 290 S.W. 396, 399; *Heard v. Moore*, 154 Tenn. 566, 290 S.W. 15, 16, 50 A.L.R. 1152.

LEARNING. Legal doctrine. 1 Leon. 77.

LEASE. Any agreement which gives rise to relationship of landlord and tenant. *Smith v. Royal Ins. Co., C.C.A.Cal.*, 111 F.2d 667, 671. Any grant of permissive use. *People v. City of Chicago*, 349 Ill. 304, 182 N.E. 419, 434.

Contract for exclusive possession of lands or tenements for determinate period. *Barnett v. Lincoln*, 162 Wash. 613, 299 P. 392, 394. Contract for possession and profits of lands and tenements either for life, or for certain period of time, or during the pleasure of the parties, *Femmer v. City of Juneau, C.C.A.Alaska*, 97 F.2d 649, 657; *Smith v. Royal Ins. Co., D.C.Cal.*, 5 F.Supp. 435, 437; *Intermountain Realty Co. v. Allen*, 60 Idaho 228,

90 P.2d 704, 706, 122 A.L.R. 647. Contract for possession and profits of property for a recompense. *White v. City of Grand Rapids*, 244 N.W. 469, 260 Mich. 267; *Stone v. City of Los Angeles*, 114 Cal.App. 192, 299 P. 838, 840; *Clark v. Harry*, 182 Va. 410, 29 S.E.2d 231, 233. Conveyance, grant or devise of realty for designated period with reversion to grantor. *Becker v. Manufacturers Trust Co.*, 262 App.Div. 525, 30 N.Y.S. 2d 542, 544; *Moore v. Brandenburg*, 234 Ky. 400, 28 S.W.2d 477, 478; *Lewes Sand Co. v. Graves, Del.*, 1 Terry 189, 8 A.2d 21, 24. Conveyance of interest in real property for specified period or at will, *Minneker v. Gardiner*, 47 Ohio App. 203, 191 N.E. 793. Conveyance or grant of estate in real property for limited term with conditions attached, *State ex rel. St. Louis County v. Evans*, 246 Mo. 209, 139 S.W.2d 967, 969; *Holcombe v. Lorino*, 124 Tex. 446, 79 S.W.2d 307, 310; *Dean v. Brower*, 119 Cal.App. 412, 6 P.2d 580, 581. Conveyance, usually in consideration of rent or other recompense, for life, years, or at will. *Smith v. Royal Ins. Co., C.C.A.Cal.*, 111 F.2d 667, 671; *Clark v. Harry*, 182 Va. 410, 29 S.E.2d 231, 233; but always for a less time than lessor has in the premises, *Leonard v. Autocar Sales & Service Co.*, 325 Ill.App. 375, 60 N.E.2d 457, 462; *Union Central Life Ins. Co. of Cincinnati, Ohio, v. Goode*, 222 Iowa 716, 269 N.W. 762, 764. Grant of use and possession, in consideration of something to be rendered, *Ottman v. Albert Co.*, 327 Pa. 49, 192 A. 897, 899.

A contract in writing, under seal, whereby a person having a legal estate in hereditaments, corporeal or incorporeal, conveys a portion of his interest to another, in consideration of a certain annual rent or render, or other recompense. *Archb.Landl. & Ten. 2*.

Instrument granting exclusive possession or control of premises, or portion, though use be restricted by reservations, will be considered lease, *Barnett v. Lincoln*, 162 Wash. 613, 299 P. 392, 394.

"Lease" or "hire" is a synallagmatic contract, to which consent alone is sufficient, and by which one party gives to the other the enjoyment of a thing, or his labor, at a fixed price. *Civil Code La. art. 2669*.

Oral agreement whereby property owner for fixed consideration gave another trapping privileges on his lands for trapping season held contract of "lease." *Defelice v. Autin, La.App.*, 159 So. 648, 649.

The person who conveys is termed the "lessor," and the person to whom they are conveyed, the "lessee;" and when the lessor conveys lands or tenements to a lessee, he is said to lease, demise, or let them. 4 Cruise, Dig. 58; *U. S. Nat. Bank of La Grande v. Miller*, 122 Or. 285, 258 P. 205, 207, 58 A.L.R. 339; *Howard v. Manning*, 79 Okl. 165, 192 P. 358, 360, 79 A.L.R. 819. The word when used as verb, means to transfer for term specified therein from lessor to lessee property therein demised, also to let, to farm out, to rent; and there is authority for view that word "lease" may properly be used in two senses, first, in describing act of lessor in giving lease, and again in describing act of lessee in taking lease. *Stone v. City of Los Angeles*, 114 Cal.App. 192, 299 P. 838, 841.

The term embraces what are described as the covenants of the lease. *Goldberg v. Grossman*, 105 Pa.Super. 50, 160 A 138, 139.

Whatever is sufficient to show that one party shall divest himself of possession and the other party shall come into it for a determinate time and for a fixed rental amounts to a lease. *General American Life Ins. Co. v. North American Mfg. Co.*, 320 Ill.App. 488, 51 N.E.2d 619.

When the contract is bipartite the one part is called the "lease", the other the "counterclaim."

LEASE

Concurrent Lease

One granted for a term which is to commence before the expiration or other determination of a previous lease of the same premises made to another person; or, in other words, an assignment of a part of the reversion, entitling the lessee to all the rents accruing on the previous lease after the date of his lease and to appropriate remedies against the holding tenant. *Cargill v. Thompson*, 57 Minn. 534, 59 N.W. 638.

Farm Lease

See Farm Lease.

Lease and Release

A species of conveyance much used in England, said to have been invented by Serjeant Moore, soon after the enactment of the statute of uses. It is thus contrived: A lease, or rather bargain and sale upon some pecuniary consideration for one year, is made by the tenant of the freehold to the lessee or bargainee. This, without any enrolment, makes the bargainor stand seised to the use of the bargainee, and vests in the bargainee the use of the term for one year, and then the statute immediately annexes the possession. Being thus in possession, he is capable of receiving a release of the freehold and reversion, which must be made to the tenant in possession, and accordingly the next day a release is granted to him. The lease and release, when used as a conveyance of the fee, have the joint operation of a single conveyance. 2 Bl. Comm. 339; 4 Kent, Comm. 482; Co.Litt. 207; Cruise, Dig. tit. 32, c. 11.

See Mining.

Mining Lease

Parol Lease

A lease of real estate not evidenced by writing, but resting in an oral agreement.

Perpetual Lease

A lease of lands which may last without limitation as to time; a grant of lands in fee with the reservation of a rent in fee; a fee-farm. *Edwards v. Noel*, 88 Mo.App. 434.

Sublease, or Underlease

One executed by the lessee of an estate to a third person, conveying the same estate for a shorter term than that for which the lessee holds it. The distinction between an assignment of a term for years and a sublease or subletting is that if the lessee parts with his entire interest in the term, it constitutes an assignment and not a subletting, although the transfer is in form a sublease; but if the lessee reserves to himself a reversionary interest in the term, it constitutes a sublease, whatever the form of the transfer. *Johnson v. Thompson*, 185 Ala. 666, 64 So. 554, 555; *Weigle v. Rogers*, 202 Mo.App. 520, 213 S.W. 501, 502; *Holden v. Tidwell*, 37 Okl. 553, 133 P. 54, 55, 49 L.R.A., N.S., 369, Ann.Cas.1915C, 394; *Davis v. First Nat. Bank*, Tex.Civ.App., 258 S.W. 241, 242.

For "Extension of lease," see Extension.

LEASEHOLD. An estate in realty held under a lease; an estate for a fixed term of years. See *Stubbins v. Evanston*, 136 Ill. 37, 26 N.E. 577, 11 L.R.A. 839, 29 Am.St.Rep. 300; *Washington F. Ins. Co. v. Kelly*, 32 Md. 421, 3 Am.Rep. 149; *Greene Line Terminal Co. v. Martin*, 122 W.Va. 483, 10 S.E. 2d 901, 903. Right of tenant at will is "leasehold." *Public Service Co. of New Hampshire v. Voudourmas*, 84 N.H. 387, 151 A. 81, 83, 70 A.L.R. 480.

LEASING, or LESING. Gleaning.

LEASING-MAKING. In old Scotch criminal law. An offense consisting in slanderous and untrue speeches, to the disdain, reproach, and contempt of the king, his council and proceedings, etc. Bell.

LEAUTE. L. Fr. Legality; sufficiency in law. *Britt. c. 109.*

LEAVE. Give. *Grimes v. Crouch*, 175 Va. 126, 7 S.E.2d 115, 117.

To allow or cause to remain; to let remain unmoved or undone; to refrain from or neglect taking, doing, or changing; to let stay or continue; to let be without interference; to suffer to remain subject to another's action, control, or the like; to suffer to be undisturbed in action. *Collins v. Hartford Accident & Indemnity Co.*, 178 Va. 501, 17 S.E.2d 413, 418.

To give or dispose of by will; to bequeath or devise. *Townsend v. Gordon*, 308 Mich. 438, 14 N.W.2d 57, 60; *Williams v. McPherson*, 216 N.C. 565, 5 S.E.2d 830, 831. "The word 'leave,' as applied to the subject-matter, *prima facie* means a disposition by will." *Thorley v. Thorley*, 10 East. 438; *Carr v. Effinger*, 78 Va. 203.

To put, place, deposit, deliver, or the like. *Jaggers v. Southeastern Greyhound Lines*, D.C. Tenn., 34 F.Supp. 667, 668; *Stafford v. Consolidated Bus Lines*, 179 Tenn. 185, 164 S.W.2d 15, 16; *Collins v. Hartford Accident & Indemnity Co.*, 178 Va. 501, 17 S.E.2d 413, 418, 137 A.L.R. 1046.

Willful departure with intent to remain away, and not temporary absence with intention of returning. *Landreth v. Casey*, 340 Ill. 519, 173 N.E. 84, 85.

LEAVE AND LICENSE. A defense to an action in trespass setting up the consent of the plaintiff to the trespass complained of.

LEAVE NO ISSUE. Not survived by a child or children or their descendants. A spouse of a deceased child is not "issue" (*q. v.*). In *re Vigil's Estate*, 38 N.M. 383, 34 P.2d 667, 668, 93 A.L.R. 1506.

LEAVE OF ABSENCE. Temporary absence from duty with intention to return during which time remuneration is suspended, *State ex rel. McCaughey v. Grayston*, 349 Mo. 700, 163 S.W.2d 335, 341.

LEAVE OF COURT. Permission obtained from a court to take some action which, without such permission, would not be allowable; as, to sue a receiver, to file an amended pleading, to plead several pleas. See *Copperthwait v. Dummer*, 18 N.J. L. 258.

LEAVE TO DEFEND. The bills of exchange act 1855 (18 & 19 Vict. c. 67) allowed actions on bills and notes commenced within six months after being due to be by writ of summons in a form provided by the act, and unless the defendant should within twelve days obtain leave to appear and defend the action, allowed the plaintiff to sign judgment on proof of service. This procedure was retained by the judicature act, but abolished in 1880. *Whart. Lex.*

LECCATOR. A debauched person. *Cowell.*

LECHERWITE, LAIRWITE, or LEGERWITE. A fine for adultery or fornication, anciently paid to the lords of certain manors. 4 Inst. 206.

LECTOR DE LETRA ANTIQUA. In Spanish law. A person appointed by competent authority to read and decipher ancient writings, to the end that they may be presented on the trial of causes as documents entitled to legal credit. Escriche.

LECTORES. A term applied to notaries in the Middle Ages. So.Afr.Law Dict.

LECTRINUM. A pulpit. Mon.Angl. tom. iii. p. 243.

LECTURER. An instructor; a reader of lectures; also a clergyman who assists rectors, etc., in preaching, etc.

LEDGE. In mining law. This term, as used in the mining laws of the United States (Rev.St. § 2322, 30 U.S.C.A. § 26) and in both legal and popular usage in the western American states, is synonymous with "lode," which see. Myers v. Lloyd, 4 Alaska, 263, 265.

LEDGER. A book of accounts in which a trader enters the names of all persons with whom he has dealings; there being two parallel columns in each account, one for the entries to the debit of the person charged, the other for his credits. Into this book are posted the items from the day-book or journal.

A "ledger" is the principal book of accounts of a business establishment in which all the transactions of each day are entered under appropriate heads so as to show at a glance the debits and credits of each account. Foothill Ditch Co. v. Wallace Ranch Water Co., 25 Cal.App.2d 555, 78 P.2d 215, 220.

LEDGER-BOOK. In ecclesiastical law. The name of a book kept in the prerogative courts in England. It is considered as a roll of the court, but, it seems, it cannot be read in evidence. Bac.Abr.

LEDGREVIUS. In old English law. A lathereeve, or chief officer of a lathe. Spelman.

LEDO. The rising water or increase of the sea.

LEEMAN'S ACTS. Acts 30 Vict. c. 29 and 35 & 36 Vict. c. 91, by which contracts for the sale of bank shares are void unless the number of the shares are set forth in the contract. 9 Q.B.D. 546; and by which are authorized the application of the funds of municipal corporations and other governing bodies under certain conditions towards promoting or opposing parliamentary and other proceedings for the benefit or protection of the inhabitants.

LEET. In English law. The name of a court of criminal jurisdiction, formerly of much importance, but latterly fallen into disuse. See Court-Leet.

LEETS. Meetings which were appointed for the nomination or election of ecclesiastical officers in Scotland. Cowell.

LEFT. To let remain or have remaining at death; to transmit, bequeath or give by will. Grimes v. Crouch, 175 Va. 126, 7 S.E.2d 115, 117.

LEGA, or LACTA. The alloy of money. Spelman.

LEGABILIS. In old English law. That which may be bequeathed. Cowell.

LEGACY. A disposition of personalty by will. In re Johnson's Estate, 220 Iowa 424, 262 N.W. 811; Hill v. Van Sant, 133 N.J.Eq. 133, 30 A.2d 904, 906; Stubbs v. Abel, 114 Or. 610, 233 P. 852, 858; State, for Use of Woodlands Cemetery Co. of Philadelphia v. Lodge, 2 Terry 125, 16 A.2d 250.

"Legacy" and "bequest" are equivalent terms. But in strict common-law terminology "legacy" and "devise" do not mean the same thing and are not interchangeable, latter being properly used only in relation to real estate. But by construction the word "legacy" may be so extended as to include realty or interests therein. See In re Ross's Estate, 140 Cal. 282, 73 P. 976; Bacon v. Bacon, 55 Vt. 247; Roth's Appeal, 94 Pa. 191; Williams v. McComb, 38 N.C. 455; In re Stuart's Will, 115 Wis. 294, 91 N.W. 688.

Absolute Legacy

One given without condition and intended to vest immediately.

Accumulative Legacy

A second, double, or additional legacy; a legacy given in addition to another given by the same instrument, or by another instrument.

Additional Legacy

One given to the same legatee in addition to (and not in lieu of) another legacy given before by the same will or in a codicil thereto.

Alternate Legacy

One by which the testator gives one of two or more things without designating which.

Conditional Legacy

One which is liable to take effect or to be defeated according to the occurrence or non-occurrence of some uncertain event. Harker v. Smith, 41 Ohio St. 238, 52 Am.Rep. 80; Markham v. Hufford, 123 Mich. 505, 82 N.W. 222, 48 L.R.A. 580, 81 Am.St.Rep. 222.

Contingent Legacy

A legacy given to a person at a future uncertain time, that may or may not arrive; as "at his age of twenty-one," or "if" or "when he attains twenty-one." 2 Bl. Comm. 513; 2 Steph.Comm. 259. A legacy made dependent upon some uncertain event. 1 Rop.Leg. 506. A legacy which has not vested. In re Engles' Estate, 166 Pa. 280, 31 A. 76; Andrews v. Russell, 127 Ala. 195, 28 So. 703; Rubencane v. McKee, 6 Del.Ch. 40, 6 A. 639.

Cumulative Legacies

These are legacies so called to distinguish them from legacies which are merely repeated. In the construction of testamentary instruments, the question often arises whether, where a testator has twice bequeathed a legacy to the same person, the legatee is entitled to both, or only to one of them; in other words, whether the second legacy must be considered as a mere repetition of the first, or as cumulative, i. e., additional. In determining this question, the intention of the testator, if it appears on the face of the instrument, prevails. Wharton.

Demonstrative Legacy

A bequest of a certain sum of money, with a direction that it shall be paid out of a particular fund. It differs from a specific legacy in this respect: that, if the fund out of which it is payable fails for any cause, it is nevertheless entitled to come on the estate as a general legacy. And it differs from a general legacy in this: that it does not abate in that class, but in the class of specific legacies. Kenaday v. Sinnott, 179 U.S. 606, 21 S.Ct. 233, 45 L.Ed. 339; Spinney v. Eaton, 111 Me. 1, 87 A. 378, 380, 46 L.R.A., N.S., 535; In re Douglas' Estate, 149 Minn. 276, 183 N.W. 355, 356; In re Wilson's Estate, 260 Pa. 407, 103 A. 880, 6 A.L.R. 1349; Baker v. Baker, 319 Ill. 320, 150 N.E. 284, 285, 42 A.L.R. 1514. A legacy of quantity is ordinarily a

LEGACY

general legacy; but there are legacies of quantity in the nature of specific legacies, as of so much money, with reference to a particular fund for payment. This kind of legacy is called by the civilians a "demonstrative legacy," and it is so far general and differs so much in effect from one properly specific that, if the fund be called in or fail, the legatee will not be deprived of his legacy, but be permitted to receive it out of the general assets; yet the legacy is so far specific that it will not be liable to abate with general legacies upon a deficiency of assets. 2 Williams, Ex'rs, 1078.

General Legacy

A pecuniary legacy, payable out of the general assets of a testator. 2 Bl.Comm. 512; Ward.Leg. 1, 16. One so given as not to amount to a bequest of a particular thing or particular money of the testator, distinguished from others of the same kind; one of quantity merely, not specific. Evans v. Hunter, 86 Iowa 413, 53 N.W. 277, 17 L.R.A. 308, 41 Am.St.Rep. 503; Gardner v. Violl, 36 R.I. 436, 90 A. 760, 762; Spinney v. Eaton, 111 Me. 1, 87 A. 378, 380, 46 L.R.A.,N.S., 535; Guthrie v. Guthrie's Ex'r, 168 Ky. 805, 183 S.W. 221, 224; School Dist. No. 1 in City and County of Denver v. International Trust Co., 59 Colo. 486, 149 P. 620, 623.

Indefinite Legacy

One which passes property by a general or collective term, without enumeration of number or quantity; as, a bequest of "all" the testator's "goods," or his "bank stock." Lown.Leg. 84.

Lapsed Legacy

Where the legatee dies before the testator, or before the legacy is payable, the bequest is said to *lapse*, as it then falls into the residuary fund of the estate.

Modal Legacy

A bequest accompanied by directions as to the mode or manner in which it shall be applied for the legatee's benefit, *e. g.*, a legacy to A. to buy him a house or a commission in the army. See Lown.Leg. 151.

Pecuniary Legacy

A bequest of a sum of money, or of an annuity. It may or may not specify the fund from which it is to be drawn. It is not the less a pecuniary legacy if it comprises the specific pieces of money in a designated receptacle, as a purse or chest. See Humphrey v. Robinson, 52 Hun, 200, 5 N.Y.S. 164; Lang v. Ropke, 10 N.Y.Leg.Obs. 75; Mathis v. Mathis, 18 N.J.L. 66.

Residuary Legacy

A bequest of all the testator's personal estate not otherwise effectually disposed of by his will; a bequest of "all the rest, residue, and remainder" of the personal property after payment of debts and satisfaction of the particular legacies. See In re Williams' Estate, 112 Cal. 521, 44 P. 808, 53 Am.St.Rep. 224; Stubbs v. Abel, 114 Or. 610, 233 P. 852, 857.

Special Legacy

A "specific legacy" (*q. v.*) is sometimes so called.

Specific Legacy

One which operates on property particularly designated. Hart v. Brown, 145 Ga. 140, 88 S.E. 670, 671; Spinney v. Eaton, 111 Me. 1, 87 A. 378, 380, 46 L.R.A.,N.S., 535; Bales v. Murray, 186 Iowa 649, 171 N.W. 747, 749; Baker v. Baker, 319 Ill. 320, 150 N.E. 284, 285, 42 A.L.R. 1514; School Dist. No. 1 in City and County of Denver v. International Trust Co., 59 Colo. 486, 149 P. 620, 623. A legacy or gift by will of a particular specified thing, as of a horse, a piece of furniture, a term of years, and the like. Morris v. Garland, 78 Va. 222. In a strict sense, a legacy of a particular chattel, which is specified and distinguished from all other chattels of the testator of the same kind; as of a horse of a certain color. A legacy of a quantity of chattels described collectively; as a gift of all the testator's pictures. Ward, Leg. 16-18. A legacy is specific, when it is limited to a particular thing, subject, or chose in action, so identified as to render the bequest inapplicable to any other; as the bequest of a horse, a picture, or jewel, or a debt due from a person named, and, in special cases, even of a sum of money. In re Daniels' Estate, 192 Iowa 326, 184 N.W. 647, 650; Baker v. Baker, 319 Ill. 320,

150 N.E. 284, 285, 42 A.L.R. 1514; Carpenter's Estate v. Wiley, 166 Iowa, 48, 147 N.W. 175, 177; Langdon v. Astor, 3 Duer, N.Y., 477, 543.

Trust Legacy

A bequest of personal property to trustees to be held upon trust; as, to pay the annual income to a beneficiary for life.

Universal Legacy

In the civil law. A testamentary disposition by which the testator gives to one or several persons the whole of the property which he leaves at his decease. Civ.Code La., art. 1606.

LEGACY DUTY. A duty imposed in England upon personal property (other than leaseholds) devolving under any will or intestacy. Brown.

LEGACY OR SUCCESSION TAX. An excise, on privilege of taking property by will or inheritance or by succession on death of owner. In re Rosing's Estate, 337 Mo. 544, 85 S.W.2d 495, 496; State Tax Commission v. Backman, 88 Utah 424, 55 P.2d 171, 174.

LEGAL. 1. Conforming to the law; according to law; required or permitted by law; not forbidden or discountenanced by law; good and effectual in law. Freeman v. Fowler Packing Co., 135 Kan. 378, 11 P.2d 276, 277; General Motors Acceptance Corporation v. Schwartz, 118 N.J.L. 25, 190 A. 625, 627.

2. Proper or sufficient to be recognized by the law; cognizable in the courts; competent or adequate to fulfill the requirements of the law.

3. Cognizable in courts of law, as distinguished from courts of equity; construed or governed by the rules and principles of law, in contradistinction to rules of equity.

4. Posited by the courts as the inference or imputation of the law, as a matter of construction, rather than established by actual proof; *e. g.*, legal malice. See Lawful.

5. Created by law. De Vita v. Pianisani, 127 Misc. 611, 217 N.Y.S. 438, 440.

6. Lawful; of or pertaining to law. Kinsley v. Herald & Globe Ass'n, 113 Vt. 272, 34 A.2d 99, 101, 148 A.L.R. 1164.

As to legal "Consideration," "Damages," "Day," "Debts," "Demand," "Defense," "Disability," "Discretion," "Estate," "Incapacity," "Irregularity," "Memory," "Mortgage," "Process," "Relevancy," "Remedy," "Reversion," and "Tender," see those titles.

LEGAL ACUMEN. The doctrine of legal acumen is that if a defect in, or invalidity of, a claim to land is such as to require legal acumen to discover it, whether it appears upon the face of the record or proceedings, or is to be proved aliunde, then the powers or jurisdiction of a court of equity may be invoked to remove the cloud created by such defect or invalidity. Schwab v. City of St. Louis, 310 Mo. 116, 274 S.W. 1058, 1060.

LEGAL AGE. The age at which the person acquires full capacity to make his own contracts and deeds and transact business generally (age of majority) or to enter into some particular contract

or relation, as, the "legal age of consent" to marriage. See *Capwell v. Capwell*, 21 R.I. 101, 41 A. 1005; *Perkins v. Safe Deposit & Trust Co. of Baltimore*, 138 Md. 299, 113 A. 877, 880.

Legal age may be full or partial. As respects the former, the common law fixes the beginning of such period on the day preceding the twenty-first anniversary of birth; as respects the latter, a person may be of legal age for certain purposes before arriving at the age of 21 years both at the common law and under the statutes. *Montoya de Antonio v. Miller*, 7 N.M. 289, 34 P. 40, 21 L.R.A. 699. Legal age to consent to marriage means age of consent to marriage at common law, to wit, 14 years in case of males, and 12 years in case of females. *Capwell v. Capwell*, 21 R.I. 101, 41 A. 1005. That age, when under the law duties imposed on trustees which were practically those of guardians were no longer regarded as necessary and when the beneficiaries could by their releases duly acquit the trustees for payments made to them, which in the case of boys is upon their arrival at the age of 21 years, and in the case of girls at the age of 18 years. *Perkins v. Safe Deposit & Trust Co. of Baltimore*, 138 Md. 299, 113 A. 877, 880. The expression "scholars of legal school age" includes all members of the schools under the age of 21 years. *Needham v. Wellesley*, 139 Mass. 372, 31 N.E. 732, 733.

LEGAL ASSETS. Such property of a testator in the hands of his executor as is liable to debts in temporal courts and to legacies in the spiritual, by course of law; equitable assets are such as are liable only by help of a court of equity. 2 Will.Ex. 1408-1431. The distinction is not important in the United States; In re *Sperry's Estate*, 1 Ashm. (Pa.) 347. That portion of the assets of a deceased party which by law is directly liable, in the hands of his executor or administrator, to the payment of debts and legacies. 1 Story, Eq.Jur. § 551. Such assets as can be reached in the hands of an executor or administrator, by a suit at law against him.

LEGAL CAPACITY TO SUE. Right to come into court, *MacAffer v. Boston & M. R. R.*, 273 N.Y.S. 679, 242 App.Div. 140; *American Home Benefit Ass'n v. United American Benefit Ass'n*, 63 Idaho 754, 125 P.2d 1010, 1016.

LEGAL CAPITAL. Property sufficient to balance capital stock liability. *Crocker v. Waltham Watch Co.*, 315 Mass. 397, 53 N.E.2d 230, 238.

LEGAL CAUSE. Proximate cause (*q. v.*). Substantial factor in bringing about harm. *Krauss v. Greenberg*, C.C.A.Pa., 137 F.2d 569, 572; *Giles v. Moundridge Milling Co.*, 351 Mo. 568, 173 S.W.2d 745, 750.

LEGAL CONCLUSION. A statement of legal duty without stating fact from which duty arises. *Burton-Lingo Co. v. Morton*, Tex.Civ.App., 126 S.W.2d 727, 733.

LEGAL CRUELTY. Such as will warrant the granting of a divorce to the injured party; as distinguished from such kinds or degrees of cruelty as do not, under the statutes and decisions, amount to sufficient cause for a decree. Such conduct on the part of a husband as will endanger the life, person, or health of his wife, or create a reasonable apprehension of bodily hurt; such acts as render cohabitation unsafe, or are likely to be attended with injury to the person or to the health of the wife; *Odom v. Odom*, 36 Ga. 286; 2 Curt.

Eccl. 281; *Singewald v. Singewald*, 165 Md. 136, 166 A. 441, 446; the willful infliction of pain, bodily or mental, upon the complaining party, such as reasonably justified the apprehension of danger to life, limb, or health; *Skellie v. Skellie*, 152 Ga. 707, 111 S.E. 22, 24.

If acts of violence are not of frequent repetition, they must endanger life, limb, or health to constitute "cruelty." *McKane v. McKane*, 152 Md. 515, 137 A. 288, 289. To constitute "cruelty," within the divorce law, where there is no personal violence, the misconduct must be such as will impair the health or create a reasonable apprehension of bodily harm. *Humber v. Humber*, 109 Miss. 216, 68 So. 161, 163. The term is broad enough to include outrages upon the feelings inflicting mental pain and anguish, where the conduct has been studied, willful and deliberate. *McNabb v. McNabb*, Tex.Civ.App., 207 S.W. 129, 130. See, also, as to "extreme cruelty" as a ground for divorce. *Finnell v. Finnell*, 113 Okl. 164, 240 P. 62, 63; *Cavileer v. Cavileer*, 94 N.J.Eq. 160, 119 A. 101, 103; *Malooof v. Malooof*, 175 Cal. 571, 166 P. 330, 331.

LEGAL DEPENDENT. Dependent according to law, *Beard v. Rickert Rice Mills*, La.App., 164 So. 636, 638. The term imports right to invoke aid of law to require support. *National Council Junior Order United American Mechanics v. Tate*, 193 S.E. 397, 212 N.C. 305, 399, 400, 113 A.L.R. 1514; *Woodmen of the World Life Ins. Soc. v. Irick*, D.C. S.C., 58 F.Supp. 202, 206.

LEGAL DETRIMENT. "Legal detriment" to promisee means that promisee changes his legal position, or assumes duties or liabilities not theretofore imposed on him. *State ex rel. Kansas City v. State Highway Commission*, 349 Mo. 865, 163 S.W.2d 948, 953.

LEGAL DISCRETION. See Discretion.

LEGAL DISTRIBUTEES, as used in will, is construed to mean persons who would be entitled to take under the law. *Jackson v. Osborne*, 108 W.Va. 480, 151 S.E. 709, 710.

LEGAL DUTY. An obligation arising from contract of the parties or the operation of the law. *Riddell v. Ventilating Co.*, 27 Mont. 44, 69 P. 241. That which the law requires to be done or forborne to a determinate person or the public at large, correlative to a vested and coextensive right in such person or the public, and the breach of which constitutes negligence. *Railroad Co. v. Balentine*, C.C.A.Ill., 84 F. 935, 28 C.C.A. 572; *Toadvine v. Cincinnati, N. O. & T. P. Ry. Co.*, D.C.Ky., 20 F.Supp. 226, 227.

LEGAL ENTITY. Legal existence. *Department of Banking v. Hedges*, 136 Neb. 382, 286 N.W. 277, 281.

LEGAL ESTOPPEL. Estoppel by deed or record, as distinguished from estoppel by matter in pais. *Lockhart State Bank v. Baker*, Tex.Civ.App., 264 S.W. 566, 569. It excludes evidence of the truth and the equity of the particular case to support a strict rule of law on grounds of public policy. *First Nat. Bank v. Boles*, 231 Ala. 473, 165 So. 586, 592.

LEGAL ETHICS. Usages and customs among members of the legal profession, involving their moral and professional duties toward one another,

LEGAL EVIDENCE

toward clients, and toward the courts; that branch of moral science which treats of the duties which a member of the legal profession owes to the public, to the court, to his professional brethren, and to his client. *Kraushaar v. La Vin*, 42 N.Y.S.2d 857, 859, 181 Misc. 508.

LEGAL EVIDENCE. A broad general term meaning all admissible evidence, including both oral and documentary, but with a further implication that it must be of such a character as tends reasonably and substantially to prove the point, not to raise a mere suspicion or conjecture. *Curtis v. Bradley*, 65 Conn. 99, 31 A. 591, 594, 28 L.R.A. 143, 48 Am. St.Rep. 177.

LEGAL EXCUSE. The term "legal excuse," which will excuse observance of ordinance or statute concerning operating or equipping automobile, means anything that would make it impossible to comply with statute or ordinance; anything over which driver has no control in emergency not caused by driver; or excuse or exception specifically provided by statute. *Edwards v. Perley*, 223 Iowa 1119, 274 N.W. 910, 914; *Herman v. Sladofsky*, 301 Mass. 534, 17 N.E.2d 879, 881; *Blashfield, Cyc. of Automobile Law and Prac.*, Perm. Ed., §§ 648 (care in general), and 752 (assured clear distance ahead).

LEGAL FRAUD. Contracts or acts as, though not originating in actual evil design to perpetrate fraud, yet by their tendency to mislead others or to violate confidence, are prohibited by law. *Ruddy v. Toledo Factories Co.*, 61 Ohio App. 21, 22 N.E.2d 293, 297. Breach of duty which has tendency to deceive others and operates to their injury, even though there be no vicious intent. *Charleroi Lumber Co. v. School Dist. of Borough of Bentleyville*, 334 Pa. 424, 6 A.2d 88, 91.

Synonymous with "constructive fraud". *Purcell v. Robertson*, 122 W.Va. 287, 8 S.E.2d 881, 883; *Tom Reed Gold Mines Co. v. United Eastern Mining Co.*, 39 Ariz. 533, 8 P.2d 449, 451. For definition of "Constructive Fraud," see *Fraud*.

LEGAL HEIRS. As used in deed, "Legal heirs" and "nearest kin" mean same thing. *Weatherford v. Weatherford*, 222 Ala. 102, 130 So. 890, 891. As used in will means, when applied to personality, decedent's next of kin. In re *Farkouh's Will*, 235 N.Y.S. 165, 167, 134 Misc. 285; persons entitled under laws of descent and distribution. *Daniels v. Daniels*, 115 Conn. 239, 161 A. 94, 95; *Ames v. Conry*, 87 Ind.App. 149, 165 N.E. 435, 438. Person to whom law would give decedent's property if decedent died intestate. In re *Wagar's Estate*, 302 Mich. 243, 4 N.W.2d 535, 536.

"Heirs at law," "lawful heirs," "legal heirs," and similar expressions are synonymous. *First & American Nat. Bank of Duluth v. Higgins*, 208 Minn. 295, 293 N.W. 585, 590; *Corwin v. Rheims*, 390 Ill. 205, 61 N.E.2d 40, 48; In re *Fahnestock's Estate*, 384 Ill. 26, 50 N.E.2d 733, 736.

LEGAL HOLIDAY. A day designated by law as exempt from judicial proceedings, service of process, demand and protest of commercial paper, etc. A day designated by legislative enactment

for purpose within meaning of term "holiday." *Vidal v. Backs*, 218 Cal. 99, 21 P.2d 952, 86 A.L.R. 1134.

LEGAL INJURY. Violation or invasion of legal right. *Combs v. Hargis Bank & Trust Co.*, 234 Ky. 202, 27 S.W.2d 955, 956; *American Indemnity Co. v. Ernst & Ernst*, Tex.Civ.App., 106 S.W.2d 763, 765.

LEGAL INSANITY. See *Insanity*.

LEGAL INTEREST. That rate of interest prescribed by the laws of the particular state or country as the highest which may be lawfully contracted for or exacted, and which must be paid in all cases where the law allows interest without the assent of the debtor. *American, etc., Ass'n v. Harn*, Tex.Civ.App., 62 S.W. 75. Interest at the legal rate. *People ex rel. Emigrant Industrial Sav. Bank v. Sexton*, 20 N.Y.S.2d 41, 47, 259 App. Div. 566. Statutory interest allowed on open account. *Oppenheim v. Hood*, Tex.Civ.App., 33 S.W. 2d 265, 267. See, also, *Legal Rate of Interest, infra*.

LEGAL INVESTMENT. In re *Froelich's Estate*, 269 N.Y.S. 541, 150 Misc. 371. Sound investment. In re *Public Parks, Borough of Queens, City of New York*, 17 N.Y.S.2d 209, 216, 172 Misc. 877.

LEGAL ISSUE. When used in will and unexplained by context, means descendants. In re *Mann's Will*, 244 N.Y.S. 673, 680, 138 Misc. 42.

LEGAL JEOPARDY. A person is in "legal jeopardy" when he is put upon trial before a court of competent jurisdiction upon an indictment or information which is sufficient in form and substance to sustain a conviction, and a jury has been "charged with his deliverance," and a jury is thus charged when they have been impaneled and sworn. *State v. Whitman*, 93 Utah 557, 74 P.2d 696, 697.

LEGAL LIABILITY. A liability which courts recognize and enforce as between parties litigant. *Abbott v. Aetna Casualty & Surety Co.*, D.C.Md., 42 F.Supp. 793, 806; *Royal Ins. Co. v. St. Louis San Francisco Ry. Co.*, C.C.A.Okla., 291 F. 358, 360. See, also, *Brooklyn Clothing Corporation v. Fidelity-Phenix Fire Ins. Co.*, 200 N.Y.S. 208, 211, 205 App.Div. 743.

LEGAL MALICE. An expression used as the equivalent of "constructive malice," or "malice in law." *Humphries v. Parker*, 52 Me. 502. Inference of malice which can be reasonably drawn from wrongful act. *Chrisman v. Terminal R. Ass'n of St. Louis*, 237 Mo.App. 181, 157 S.W.2d 230, 235. Intentional doing of a wrongful act without just cause. *State ex rel. United Factories v. Hostetter*, 344 Mo. 386, 126 S.W.2d 1173, 1176; *Ryan v. Wilson*, 231 Iowa 33, 300 N.W. 707, 716; *Hatton v. Carder Wholesale Grocery Co.*, 235 Mo. App. 1198, 150 S.W.2d 1096, 1101.

LEGAL NAME. Under common law consists of one Christian name and one surname, and the insertion, omission, or mistake in middle name or in-

itial is immaterial. *Langley v. Zurich General Accident & Liability Ins. Co.*, 97 Cal.App. 434, 275 P. 963, 965.

LEGAL NEGLIGENCE. Negligence per se; the omission of such care as ordinarily prudent persons exercise and deem adequate to the circumstances of the case. In cases where the common experience of mankind and the common judgment of prudent persons have recognized that to do or omit certain acts is prolific of danger, the doing or omission of them is "legal negligence." *Johnson v. Railway Co.*, 49 Wis. 529, 5 N.W. 886. Failure to perform duty law imposes on one person for benefit of another. *Sweeney v. Boston & M. R. R.*, 87 N.H. 90, 174 A. 676, 677.

LEGAL NOTICE. Such notice as is adequate in point of law; such notice as the law requires to be given for the specific purpose or in the particular case. See *Sanborn v. Piper*, 64 N.H. 335, 10 A. 680; *Knowledge brought home to a party in a prescribed form.* *Worthen v. Kingsbury*, 84 N.H. 304, 149 A. 869, 871.

LEGAL OBLIGATION. A legal obligation against state is an obligation which would form basis of judgment against state in court of competent jurisdiction should Legislature permit state to be sued. *Fort Worth Cavalry Club, Inc., v. Sheppard*, 125 Tex. 339, 83 S.W.2d 660, 663. Legal obligation to support parent exists if one is bound to support parent under statute. *Anderson v. Hotel Cataract*, 70 S.D. 376, 17 N.W.2d 913, 917.

LEGAL PERSONAL REPRESENTATIVE. Generally, when applied by testator to personality, signifies "executors and administrators" and when applied to realty those upon whom law casts real estate immediately upon death of ancestor. *Hogate v. Hogate*, 132 N.J.Eq. 480, 28 A.2d 769, 771. As respects delivery of deposit on behalf of deceased seaman the public administrator, or executor or administrator appointed in state where seaman resided.

LEGAL POSSESSOR. One who, but for the reservation of strict legal title in conditional vendor, or the giving of a strict legal title in a conditional vendor, or the giving of a strict legal title to a chattel mortgagee, would have the status of a full and unqualified owner. *General Motors Acceptance Corporation v. Baker*, 291 N.Y.S. 1015, 1019, 161 Misc. 238.

LEGAL PREJUDICE. Legal prejudice which will defeat plaintiff's motion to dismiss is such as deprives defendant of substantive rights of property, or concerns his defense, which will not be available or may be endangered in a second suit. *General Motors Acceptance Corporation v. Baker*, 291 N.Y.S. 1015, 161 Misc. 238.

LEGAL PRESUMPTION. For "presumption of law," see *Presumption*.

LEGAL PRIVILEGE. "Legal privilege", within rule that defense of usury is personal to debtor and those in legal privity with him, means those upon

whom title or interest is cast by law. *Fry v. Layton*, 191 Miss. 17, 2 So.2d 561, 564, 134 A.L.R. 1330.

LEGAL PROCEEDING. *Garrison v. Johnson, C. C.A.Kan.*, 66 F.2d 227, 229; *Metropolitan Casualty Ins. Co. of New York v. Sloss-Sheffield Steel & Iron Co.*, 241 Ala. 545, 3 So.2d 306, 309. Any proceedings in court of justice, whether law or equity, interlocutory or final, by which property of debtor is seized and diverted from his general creditors. In re *Rialto Properties Co.*, D.C.Cal., 8 F.Supp. 57, 59. Proceedings upon appeal to court of common pleas from action of Industrial Commission. *Carson v. Beall*, 55 Ohio App. 245, 9 N.E.2d 729, 731. This term includes all proceedings authorized or sanctioned by law, and brought or instituted in a court of justice or legal tribunal, for the acquiring of a right or the enforcement of a remedy. *Griem v. Fidelity & Casualty Co.*, 99 Wis. 530, 75 N.W. 67; *Mack v. Campau*, 69 Vt. 558, 38 A. 149, 69 Am.St.Rep. 948.

LEGAL RATE OF INTEREST. A rate fixed by statute where it is not fixed by contract, and it is unless otherwise specifically provided the maximum rate which may be contracted for. *City of Danville v. Chesapeake & O. Ry. Co.*, D.C.Va., 34 F.Supp. 620, 637. See *Legal Interest, supra*.

LEGAL REPRESENTATIVE. The term in its broadest sense, means one who stands in place of, and represents the interests of, another. *Nudelman v. Thimbles, Inc.*, 225 Mo.App. 553, 40 S.W.2d 475, 477; *Haney v. Farmers' Alliance Ins. Co.*, 134 Kan. 5, 4 P.2d 460, 461.

Primarily and usually the term connotes executors or administrators. *Shiya v. Erickson*, 282 N.Y.S. 812, 156 Misc. 738; *Thompson v. Smith*, 70 App.D.C. 65, 103 F.2d 936, 938, 123 A.L.R. 76; *Commissioner of Corporations and Taxation v. Second Nat. Bank of Boston*, 308 Mass. 1, 30 N.E.2d 889, 894.

But it will be given a different meaning when subject-matter or context shows that words are not used in ordinary sense. In re *Olney Bank & Trust Co.*, 116 Pa.Super. 438, 176 A. 837, 839; *Long v. Montgomery, Mo.App.*, 22 S.W.2d 206, 209; so that it may mean an assignee in bankruptcy or insolvency, an assignee for the benefit of creditors, a receiver, an assignee of a mortgage, a grantee of land, a guardian, a purchaser at execution sale, a widow, or a surviving partner (See *Miller v. Metcalf*, 77 Conn. 176, 58 A. 743; *Mattson v. Wagstad*, 188 Wis. 566, 206 N.W. 865, 868; *Oldham's Trustee v. Boston Ins. Co.*, 189 Ky. 844, 226 S.W. 106, 107, 16 A.L.R. 305; *Miller v. Miller*, 200 Iowa, 1070, 205 N.W. 870, 874, 43 A.L.R. 567; *Nobles v. Nobles*, 177 N.C. 243, 98 S.E. 715); children, *Caudle v. Eckles*, 282 Ky. 295, 138 S.W.2d 468, 469, 471; *Brooks Bank & Trust Co. v. Beers*, 120 Conn. 477, 181 A. 391; children and children of deceased children. In re *Blazej's Estate*, 23 N.Y. S.2d 388, 393, 394, 175 Misc. 283; children or issue of deceased member, *Stevenson v. Wachovia Bank & Trust Co.*, 202 N.C. 92, 161 S.E. 728, 730; descendants, per stirpes, of deceased next of kin of equal degree with living (remote) next of kin. In re *Miller's Estate*, 103 N.J.Eq. 86, 141 A. 676, 677; heirs. *Long v. Montgomery, Mo.App.*, 22 S.W.2d 206, 209; *Merchants Mut. Casualty Co. v. Egan*, 91 N.H. 368, 20 A.2d 480, 482, 135 A.L.R. 745; lineal descendants, *Caudle v. Eckles*, 282 Ky. 295, 138 S.W.2d 468, 469, 471; *Brooks Bank & Trust Co. v. Beers*, 120 Conn. 477, 181 A. 391; *Daniels v. Daniels*, 115 Conn. 239, 161 A. 94, 95; next of kin, In re *Ackerman's Will*, 244 N.Y.S. 632, 634, 137 Misc. 910; persons entitled to take by descent or distribution, *Caudle v. Eckles*, 282 Ky. 295, 138 S.W.2d 468, 469, 471; In re *Ackerman's Will*, 244 N.Y.S. 632, 634, 137 Misc. 910; persons who succeed to benefits of fraternal policy by operation of law, *Sovereign Camp, W. O. W. v. Snider*, 227

LEGAL RESCISSION

Ala. 126, 148 So. 831, 833. Testamentary trustee, who is also executor, McMullen v. Sims, Tex.Com.App., 37 S.W.2d 141, 145.

LEGAL RESCISSION. Rescission by act of parties. Aron v. Mid-Continent Co., 141 Neb. 806, 4 N.W.2d 884, 886; Gifford v. Thur, 226 Wis. 630, 276 N.W. 348, 352.

LEGAL RESERVE. Reserve which life insurance companies are required by statute to set aside and maintain. Lubin v. Equitable Life Assur. Soc. of U. S., 326 Ill.App. 358, 61 N.E.2d 753, 754; Old Surety Life Ins. Co. of Alva, Okl., v. Morrow, 195 Okl. 442, 158 P.2d 715, 717.

LEGAL RESIDENCE. Actual dweller in place notwithstanding technical domicile elsewhere has "legal residence". City of New Haven v. Town of Torrington, 132 Conn. 194, 43 A.2d 455, 458. Actual residence at a place coupled with intent to remain. Nunn v. Hamilton, 233 Ky. 663, 26 S.W.2d 526, 530. Domicile. Phillips v. South Carolina Tax Commission, 195 S.C. 472, 12 S.E.2d 13, 15, 19.

Township, city, or village in which poor relief applicant has resided continuously for more than year or in which he has longest resided within year, Burke County v. Brusven, 62 N.D. 1, 241 N.W. 82, 85; township wherein voter's family home was located though he occasionally lodged, ate and entertained elsewhere. In re Stable, 348 Pa. 587, 36 A.2d 451, 452.

LEGAL RIGHT. Natural rights, rights existing as result of contract, and rights created or recognized by law. Fine v. Pratt, Tex.Civ.App., 150 S.W.2d 308, 311.

Claim enforceable by legal means against person or community; well-founded claim, enforced by sanctions, or right to which state gives sanction of remedies, Louis Kamm, Inc., v. Flink, 113 N.J.L. 582, 175 A. 62, 65, 99 A.L.R. 1; interest for infringement of which law gives a remedy. Norwood v. McDonald, 142 Ohio St. 299, 52 N.E.2d 67, 72. Personal interest or claim which society is willing to enforce, Greek Catholic Congregation of Borough of Olyphant v. Plummer, 347 Pa. 351, 32 A.2d 299, 300.

LEGAL STRIKE. A peaceable walkout, the voluntary cessation of striker's employment, in which employer and those desiring to remain in employer's employ are left free to continue operation of business in lawful manner and pursuit of their lawful employment unmolested. International Ticket Co. v. Wendrich, 122 N.J.Eq. 222, 193 A. 808, 813.

LEGAL SUBDIVISIONS. Divisions of land which result from application of ordinary methods used in making of a government survey. Greenblum v. Gregory, 160 Wash. 42, 294 P. 971, 972.

LEGAL SUBROGATION. A right arising by operation of law. Goodwin v. Schmidt, 149 Fla. 85, 5 So.2d 64, 66; Federal Land Bank of Baltimore v. Joynes, 179 Va. 394, 18 S.E.2d 917, 920. Where one having liability, right, or fiduciary relation pays another's debt under circumstances equitably entitling former to rights, remedies or securities held by creditor. Federal Union Life Ins. Co. v. Deitsch, 127 Ohio St. 505, 189 N.E. 440, 442; Ragland v. Board of Missions for Freedmen of Presbyterian Church, 224 Ala. 325, 140 So. 435; Western Union Telegraph Co. v. Smith, 50 Ga.App. 585,

178 S.E. 472. Where person pays in performance of legal duty imposed by contract, statute, or rule of law or where payment is favored by public policy. Western Union Telegraph Co. v. Smith, 50 Ga.App. 585, 178 S.E. 472; where person secondarily liable pays debt and becomes subrogated to creditor's rights, Lentz v. Stofiet, 280 Mich. 446, 273 N.W. 763, 766; Where person who pay stands in situation of a surety or is compelled to pay to protect his own right or property, Martin v. Hicklenooper, 90 Utah 150, 59 P.2d 1139, 1141, 107 A.L.R. 762; Lervold v. Republic Mut. Fire Ins. Co., 142 Kan. 43, 45 P.2d 839, 842, 106 A.L.R. 673.

"Legal subrogation" is generally confined to relation of principal and surety, to cases where person is compelled to remove title superior to that held by him in order to protect his own, and to cases of insurers, American Nat. Bank of Mt. Carmel v. Holsen, 331 Ill. 622, 163 N.E. 448, 453. The right of surety, though such relation is by construction, to pay debt on which he is bound, and thereby become equitable assignee from creditor of debt, Hall v. Hall, 241 Ala. 397, 2 So.2d 908, 914.

LEGAL TITLE. One cognizable or enforceable in a court of law, or one which is complete and perfect so far as regards the apparent right of ownership and possession, but which carries no beneficial interest in the property, another person being equitably entitled thereto; in either case, the antithesis of "equitable title." Tobin v. Gartiez, 44 Nev. 179, 191 P. 1063, 1064; Union Tanning Co. v. Lowe, 148 Tenn. 407, 255 S.W. 712, 714.

It may also mean appearance of title as distinguished from complete title, Southern Carbon Co. v. State, 13 N.Y. S.2d 7, 9, 171 Misc. 566; full and absolute title or apparent right of ownership with beneficial or equitable title in another; not necessarily record title. Barnes v. Boyd, D.C.W.Va., 8 F.Supp. 584, 597.

A tax title, which is prima facie valid, is a "legal title", Murray v. Holland, 108 Ind.App. 236, 27 N.E.2d 126, 128.

LEGAL USUFRUCT. Usufructs established by operation of law are legal usufructs. Hartford Accident & Indemnity Co. v. Abdalla, 203 La. 999, 14 So.2d 815; e. g., the usufruct colated for surviving spouse in necessitous circumstances. Taylor v. Taylor, 189 La. 1084, 181 So. 543, 549.

LEGAL VOTER. A person having constitutional requirements and who is registered. Public Service Electric & Gas Co. v. City of Camden, 13 N.J. Misc. 693, 180 A. 778. A person having constitutional qualifications, though not registered. Branstetter v. Heater, 269 Ky. 844, 108 S.W.2d 1040. A person invested by law with right to vote. Wright v. Lee, 125 N.J.L. 256, 15 A.2d 610, 611. A person qualified by Constitution and laws of state to vote. Lefler v. City of Dallas, Tex.Civ.App., 177 S.W.2d 231, 235.

One having right to vote in municipality is a "legal voter" within statute concerning call of special election on adoption of municipal manager form of government, Wright v. Lee, 125 N.J.L. 256, 15 A.2d 610, 611.

LEGAL WILLFULNESS. Intentional disregard of known duty necessary to safety of person or property of another and entire absence of care for life, person or property of others. Bartolucci v. Falleti, 314 Ill.App. 551, 41 N.E.2d 777, 780.

LEGALIS HOMO. Lat. A lawful man; a person who stands *rectus in curia*; a person not outlawed, excommunicated, or infamous. It occurs

in the phrase, "*probi et legales homines*," (good and lawful men, competent jurors,) and "legality" designates the condition of such a man. Jacob.

LEGALIS MONETA ANGLIÆ. Lawful money of England. 1 Inst. 207.

LEGALITY, or LEGALNESS. Lawfulness.

LEGALIZATION. The act of legalizing or making legal or lawful.

LEGALIZE. To make legal or lawful. Wight v. New Jersey Racing Commission, 128 N.J.L. 517, 26 A.2d 709, 712. To confirm or validate what was before void or unlawful. To add the sanction and authority of law to that which before was without or against law.

LEGALIZED NUISANCE. A structure, erection, or other thing which would constitute a nuisance at common law, but which cannot be objected to by private persons because constructed or maintained under direct and sufficient legislative authority. Such, for example, are hospitals and pest-houses maintained by cities. See Baltimore v. Fairfield Imp. Co., 87 Md. 352, 39 A. 1081, 40 L.R. A. 494, 67 Am.St.Rep. 344.

LEGALLY. Lawfully; according to law.

LEGALLY ADOPTED. Adopted in accordance with laws of state. Wooster v. Iowa State Tax Commission, 230 Iowa 797, 298 N.W. 922, 924.

LEGALLY COMMITTED. Accused has been committed by magistrate who has jurisdiction to hold examination and who has actually heard evidence and determined probable cause exists for holding defendant. People v. Dal Porto, 17 Cal.App.2d 755, 63 P.2d 1199, 1200.

LEGALLY COMPETENT. Words "legally competent" in statute prescribing qualifications of executor mean fit or qualified to act according to judicial standards essential to proper course of justice. In re Haeffele's Estate, 145 Neb. 809, 18 N.W.2d 228, 231.

LEGALLY CONSTITUTED COURT. One known to and recognized by law. American Motorists' Ins. Co. v. Central Garage, 86 N.H. 362, 169 A. 121, 124.

LEGALLY CONTRIBUTING CAUSE OF INJURY. Substantial factor in bringing about injury. Farmer v. Central Mut. Ins. Co. of Chicago, Ill., 145 Kan. 951, 67 P.2d 511, 514.

LEGALLY DETERMINED. Determined by process of law. Black Diamond S. S. Corporation v. Fidelity & Deposit Co. of Maryland, D.C.Md., 33 F.2d 767, 769.

LEGALLY LIABLE. Liable under law as interpreted by courts. Beck v. Kansas City Public Service Co., Mo.App., 48 S.W.2d 213, 215. Liability imposed by law or liability which law fixed by contract. Home Ins. Co. of New York v. Moore & Rawls, 151 Miss. 189, 117 So. 524, 526.

LEGALLY OPERATING AUTOMOBILE. As used in liability policy, means operating automobile by right or by lawful authority. Universal Automobile Ins. Co. v. Benoit, C.C.A.Ariz., 67 F.2d 52, 53; Zurich General Accident & Liability Ins. Co. v. Thompson, C.C.A.Cal., 49 F.2d 860, 861.

See, generally, Blashfield, Cyc. of Automobile Law and Prac., Perm. Ed., § 3943.

LEGALLY QUALIFIED VOTER OR ELECTOR. As used in statute pertaining to voting in state elections by members of military forces, indicates legislative intent that such members be registered as prerequisite to right to vote. In re Donahay's Contested Election, 21 N.J.Misc. 360, 34 A.2d 299, 304.

LEGALLY RESIDE. Domicile. Mitchell v. Kinney, 242 Ala. 196, 5 So.2d 788, 793.

LEGALLY SUFFICIENT EVIDENCE. Competent, pertinent evidence coming from a legal source. Sun Cab Co. v. Reustle, 172 Md. 494, 192 A. 292, 296.

Evidence is "legally sufficient to sustain finding," if supported by substantial evidence, and record as whole does not clearly, convincingly, or even, possibly, indisputably require contrary conclusion. Tracy v. Commissioner of Internal Revenue, C.C.A.6, 53 F.2d 575, 579.

LEGALLY SUFFICIENT TENDER. A tender made under circumstances that fulfill obligations assumed by vendors. Kolling v. Martin, 109 Ind. App. 184, 33 N.E.2d 808, 815.

LEGALLY USING AUTOMOBILE. Using with "right," not "using in lawful manner." Blair v. Travelers Ins. Co., 291 Mass. 432, 197 N.E. 60, 63. The phrase refers to legality of consents. Witko v. Polito, 39 N.Y.S.2d 843, 845.

See Legally Operating Automobile, *supra*.

LEGANTINE CONSTITUTIONS. The name of a code of ecclesiastical laws, enacted in national synods, held under legates from Pope Gregory IX, and Clement IV., in the reign of Henry III., about the years 1220 and 1268. 1 Bl.Comm. 83.

LEGARE. Lat. In the civil and old English law. To bequeath; to leave or give by will; to give in anticipation of death. In Scotch phrase, to *legate*.

LEGATARIUS. Lat. In the civil law. One to whom a thing is bequeathed; a legatee or legatary. Inst. 2, 20, 2, 4, 5, 10; Bract. fol. 40. In old European law. A legate, messenger, or envoy. Spelman.

LEGATARY. One to whom anything is bequeathed; a legatee. This word is sometimes, though seldom, used to designate a legate or nuncio.

LEGATEE. The person to whom a legacy is given. See Legacy. Hobbs v. Brenneman, 94 W.Va. 320, 118 S.E. 546, 549; In re Lewis' Estate, 39 Nev. 445, 159 P. 961, 962, 4 A.L.R. 241.

The term may be used, however, to denominate those who take under will without any distinction between realty and personality. Brooker v. Brooker, Tex.Civ.App., 76 S.W.2d 180, 183.

LEGATEE

Residuary legatee. The person to whom a testator bequeaths the residue of his personal estate, after the payment of such other legacies as are specifically mentioned in the will. *Laing v. Barbour*, 119 Mass. 525; *Lafferty v. People's Sav. Bank*, 43 N.W. 34, 76 Mich. 35.

LEGATES. Nuncios, deputies, or extraordinary ambassadors sent by the pope to be his representatives and to exercise his jurisdiction in countries where the Roman Catholic Church is established by law.

LEGATION. An embassy; a diplomatic minister and his suite; the persons commissioned by one government to exercise diplomatic functions at the court of another, including the minister, secretaries, *attachés*, interpreters, etc., are collectively styled the "legation" of their government. The word also denotes the official residence of a foreign minister.

LEGATOR. One who makes a will, and leaves legacies.

LEGATORY. The third part of a freeman's personal estate, which by the custom of London, in case he had a wife and children, the freeman might always have disposed of by will. *Bac.Abr. "Customs of London,"* D. 4.

LEGATOS VIOLARE CONTRA JUS GENTIUM EST. 4 Coke, pref. It is contrary to the law of nations to injure ambassadors.

LEGATUM. Lat. In old English law. A legacy given to the church, or an accustomed mortuary. Cowell. In the civil law. A legacy; a gift left by a deceased person, to be executed by the heir. *Inst.* 2, 20, 1.

LEGATUM MORTE TESTATORIS TANTUM CONFIRMATUR, SICUT DONATIO INTER VIVOS TRADITIONE SOLA. Dyer, 143. A legacy is confirmed by the death of a testator, in the same manner as a gift from a living person is by delivery alone.

LEGATUM OPTIONIS. In Roman law. A legacy to A. B. of any article or articles that A. B. liked to choose or select out of the testator's estate.

If A. B. died after the testator, but before making the choice or selection, his representative (*hæres*) could not, prior to Justinian, make the selection for him, but the legacy failed altogether. Justinian, however, made the legacy good, and enabled the representative to chose. Brown.

LEGATUS REGIS VICE FUNGITUR A QUO DESTINATUR ET HONORANDUS EST SICUT ILLE CUJUS VICEM GERIT. 12 Coke, 17. An ambassador fills the place of the king by whom he is sent, and is to be honored as he is whose place he fills.

LEGEM. Lat. Accusative of *lex*, law. Occurring in various legal phrases, as follows:

LEGEM AMITTERE. To lose one's law; that is, to lose one's privilege of being admitted to take an oath.

LEGEM FACERE. In old English law. To make law or oath.

LEGEM FERRE. In Roman law. To propose a law to the people for their adoption. Heinecc. *Ant. Rom. lib.* 1, tit. 2.

LEGEM HABERE. To be capable of giving evidence upon oath. Witnesses who had been convicted of crime were incapable of giving evidence, until 6 & 7 Vict. c. 85.

LEGEM JUBERE. In Roman law. To give consent and authority to a proposed law; to make or pass it. *Tayl.Civil Law*, 9.

LEGEM PONE. To propound or lay down the law. By an extremely obscure derivation or analogy, this term was formerly used as a slang equivalent for payment in cash or in ready money.

LEGEM SCISCERE. To give consent and authority to a proposed law; applied to the consent of the people.

LEGEM TERRÆ AMITTENTES, PERPETUAM INFAMLÆ NOTAM INDE MERITO INCURRUNT. Those who lose the law of the land, then justly incur the ineffaceable brand of infamy. 3 *Inst.* 221.

LEGEM VADIARE. In old English law. To wage law; to offer or to give pledge to make defense, by oath, with compurgators.

LEGENITA. A fine for criminal conversation with a woman. *Whart.Lex.* See *Legruita*.

LEGES. Lat. Laws. At Rome, the *leges* (the decrees of the people in a strict sense) were laws which were proposed by a magistrate presiding in the senate, and adopted by the Roman people in the *comitia centuriata*. *Mackeld, Rom.Law*, § 31.

LEGES ANGLIÆ. The laws of England, as distinguished from the civil law and other foreign systems.

LEGES ANGLIÆ SUNT TRIPARTITÆ,—JUS COMMUNE, CONSUETUDINES, AC DECRETA COMITORUM. The laws of England are threefold,—common law, customs, and decrees of parliament.

LEGES BARBARORUM. A class name for the codes of mediæval European law. For a list, see *Jenks*, 2 *Sel.Essays in Anglo-Amer. Leg. Hist.* 154.

LEGES EDWARDI CONFESSORIS. A name used for a legal treatise written from 1130 to 1135, which presents the law in force toward the end of Henry I. Its authority is said to be undeserved. 2 *Sel. Essays in Anglo-Am. Leg. Hist.* 17.

LEGES ET CONSUETUDINI REGNI. The accepted name for the common law from an early time; *Green*, in 9 *L.Q.R.* 153; since the latter half of the 12th century at least; *Pollock*, *First Book of Jurispr.* 249.

LEGES FIGENDI ET REFIGENDI CONSUEUDO EST PERICULOSISSIMA. The practice of fixing and refiging [making and remaking] the laws is a most dangerous one. 4 Coke, pref.

LEGES HENRICI. A book written between 1114 and 1118 containing Anglo-Saxon and Norman law. It is said to be an invaluable source of knowledge of the period preceding the full development of the Norman law. 2 Sel.Essays in Anglo-Am. Leg. Hist. 16.

LEGES HUMANÆ NASCUNTUR, VIVUNT, ET MORIUNTUR. Human laws are born, live, and die. 7 Coke, 25; 2 Atk. 674; 11 C.B. 767; 1 Bl. Comm. 89.

LEGES JULIÆ. Laws enacted during the reign of Augustus or of Julius Cæsar which, with the *lex abutia*, effectually abolished the *leges actiones*.

LEGES NATURÆ PERFECTISSIMÆ SUNT ET IMMUTABILES; HUMANI VERO JURIS CONDITIO SEMPER IN INFINITUM DECURRIT, ET NIHIL EST IN EO QUOD PERPETUO STARE POSSIT. LEGES HUMANÆ NASCUNTUR, VIVUNT, MORIUNTUR. The laws of nature are most perfect and immutable; but the condition of human law is an unending succession, and there is nothing in it which can continue perpetually. Human laws are born, live, and die. 7 Coke, 25.

LEGES NON SCRIPTÆ. In English law. Unwritten or customary laws, including those ancient acts of parliament which were made before time of memory. Hale, Com.Law, 5. See 1 Bl. Comm. 63, 64.

LEGES NON VERBIS, SED REBUS, SUNT IMPOSITÆ. Laws are imposed, not on words, but things. 10 Coke, 101; Branch, Princ.

LEGES POSTERIORES PRIORES CONTRARIAS ABROGANT. Later laws abrogate prior laws that are contrary to them. Broom, Max. 27, 29.

LEGES SACRATÆ. All solemn compacts between the plebeians and patricians were so called.

LEGES SCRIPTÆ. In English law. Written laws; statute laws, or acts of parliament which are originally reduced into writing before they are enacted, or receive any binding power. Hale, Com.Law, 1, 2.

LEGES SUB GRAVIORI LEGE. Laws under a weightier law. Hale, Com.Law, 46, 44.

LEGES SUUM LIGENT LATOREM. Laws should bind their own maker. Fleta, lib. 1, c. 17, § 11.

LEGES TABELLARIÆ. Roman laws regulating the mode of voting by ballot, (*tabella*.) 1 Kent, Comm. 232, note.

LEGES VIGILANTIBUS, NON DORMIENTIBUS, SUBVENIUNT. The laws aid the vigilant, not the negligent. Smith v. Carll, 5 Johns.Ch. (N.Y.) 122, 145.

LEGIBUS SOLUTUS. Lat. Released from the laws; not bound by the laws. An expression applied in the Roman civil law to the emperor. Calvin.

LEGIBUS SUMPTIS DESINENTIBUS, LEGE NATURÆ UTENDUM EST. When laws imposed by the state fail, we must act by the law of nature. 2 Rolle, 298.

LEGIOSUS. In old records. Litigious, and so subjected to a course of law. Cowell.

LEGIS CONSTRUCTIO NON FACIT INJURIAM. Co.Litt. 183. The construction of law does no injury.

LEGIS INTERPRETATIO LEGIS VIM OBTINET. Ellesm. Postn. 55. The interpretation of law obtains the force of law.

LEGIS MINISTER NON TENETUR IN EXECUTIONE OFFICII SUI, FUGERE AUT RETROCEDERE. The minister of the law is bound, in the execution of his office, not to fly nor to retreat. Branch, Princ.

LEGISLATE. To enact laws or pass resolutions. State ex rel. Nunez v. Baynard, La.App., 15 So.2d 649, 655. To make or enact a law or laws. State ex rel. Porterie v. Louisiana State Board of Education, 190 La. 565, 182 So. 676, 678.

LEGISLATION. The act of giving or enacting laws; the power to make laws; the act of legislating; preparation and enactment of laws; the making of laws by express decree. State ex rel. Yancey v. Hyde, 121 Ind. 20, 22 N.E. 644. Formulation of rule for the future. Eastern Oil Refining Co. v. Court of Burgesses of Wallingford, 130 Conn. 606, 36 A.2d 586, 589; Oklahoma City, Okl., v. Dolese, C.C.A.Okl., 48 F.2d 734, 738.

Municipal ordinances are legislation. Doyle v. City of St. Paul, 206 Minn. 542, 289 N.W. 785, 788.

LEGISLATIVE. Actions which relate to subjects of permanent or general character are "legislative". Keigley v. Bench, 97 Utah, 69, 89 P.2d 480, 484, 485, 122 A.L.R. 756. Making or having the power to make a law or laws. State ex rel. Porterie v. Louisiana State Board of Education, 190 La. 565, 182 So. 676, 678. Making or giving laws; pertaining to the function of law-making or to the process of enactment of laws. See Evansville v. State, 118 Ind. 426, 21 N.E. 267, 4 L.R.A. 93.

LEGISLATIVE ACT. Enactment of laws. In re Manufacturer's Freight Forwarding Co., 294 Mich. 57, 292 N.W. 678, 680. One which prescribes a general rule of conduct. Stevens ex rel. Kuberski v. Haussermann, 113 N.J.Law 162, 172 A. 738, 741. One which prescribes what the law shall be in future cases arising under it. Nider v. Homan, 32 Cal.App.2d 11, 89 P.2d 136, 139; Mabray v. School Board of Carroll County, 162 Miss. 632, 137 So. 105, 106.

LEGISLATIVE COURTS. Courts created by Legislature not named or described by Constitution. Gorham v. Robinson, 57 R.I. 1. 186 A. 832.

LEGISLATIVE

Courts exercising judicial power created by Congress under constitutional authority to provide for government and administration of territories and tribunals created by Congress under general legislative power to perform administrative, or quasi judicial, functions. *Gorham v. Robinson*, 57 R.I. 1, 186 A. 832, 849, 850.

Court of Claims, *Manion v. State*, 303 Mich. 1, 5 N.W.2d 527, 529; *United States v. Sherwood*, 61 S.Ct. 767, 770, 312 U.S. 584, 85 L.Ed. 1058; Court of Customs and Patent Appeals, *Bland v. Commissioner of Internal Revenue*, C.C. A.7, 102 F.2d 157, 159; Territorial courts; State ex rel. *Ralston v. Turner*, 141 Neb. 556, 4 N.W.2d 302, 306. O'Donoghue v. U. S., Ct.Cl., 53 S.Ct. 740, 289 U.S. 516, 77 L.Ed. 1356; *United States Court for China*, Casement v. Squier, D.C. Wash., 46 F.Supp. 296, 297.

LEGISLATIVE DEPARTMENT. That department of government whose appropriate function is the making or enactment of laws, as distinguished from the judicial department, which interprets and applies the laws, and the executive department, which carries them into execution and effect. See *In re Davies*, 168 N.Y. 89, 61 N.E. 118, 56 L.R.A. 855.

LEGISLATIVE EXPENSES. Distinction between "legislative expenses" and "personal expenses" is that legislative expenses are those that are necessary to enable the Legislature to properly perform its functions, while those that are personal are those that must be incurred by a member of the Legislature in order to be present at the place of meeting, expenses for his personal comfort and convenience, which have nothing to do with the performance of his duty as a member of the Legislature. Personal expenses are those incurred for rooms, meals, laundry, communications with their homes, and other things of like character. *Scroggie v. Scarborough*, 162 S.C. 218, 160 S.E. 596, 600.

LEGISLATIVE FUNCTION. The determination of legislative policy and its formulation as rule of conduct. *Yakus v. United States*, Mass., 64 S. Ct. 660, 667, 321 U.S. 414, 88 L.Ed. 834. The formation and determination of future rights and duties. *Dal Maso v. Board of Com'rs of Prince George's County*, 182 Md. 200, 34 A.2d 464, 466.

LEGISLATIVE OFFICER. A member of the legislative body or department of a state or municipal corporation. See *Prosecuting Attorney v. Judge of Recorder's Court*, 59 Mich. 529, 26 N.W. 694. One of those whose duties relate mainly to the enactment of laws, such as members of congress and of the several state legislatures.

These officers are confined in their duties by the constitution generally to make laws, though sometimes, in cases of impeachment, one of the houses of the legislature exercises judicial functions somewhat similar to those of a grand jury, by presenting to the other articles of impeachment, and the other house acts as a court in trying such impeachment.

LEGISLATIVE POWER. The lawmaking power; the department of government whose function is the framing and enactment of laws. *Evansville v. State*, 118 Ind. 426, 21 N.E. 267, 4 L.R.A. 93. *Brown v. Galveston*, 97 Tex. 1, 75 S.W. 495; *O'Neil v. American F. Ins. Co.*, 166 Pa. 72, 30 A. 943, 26 L.R.A. 715, 45 Am.St.Rep. 650.

Authority to make, alter, amend, and repeal laws, *Harsha v. City of Detroit*, 261 Mich. 586, 246 N.W. 849, 850, 90 A.L.R. 853; *Gregory v. Cockrell*, 179 Ark. 719, 18 S.W.2d 362; authority to pass rules of law for government and regulation of people or property, *Reif v. Barrett*, 355 Ill. 104, 188 N.E. 889, 901; *Schneberger v. State Board of Social Welfare*, 228 Iowa 399, 291 N.W. 859, 861; power to declare what law shall be, *Gorham v. Robinson*, 57 R.I. 1, 186 A. 832, 842.

Power of home-rule city to fix its boundaries and to annex territory is a "legislative power". *City of Houston v. State ex rel. City of West University Place*, 142 Tex. 190, 176 S.W.2d 928, 931.

LEGISLATOR. One who makes laws; a member of a legislative body.

LEGISLATORUM EST VIVA VOX, REBUS ET NON VERBIS LEGEM IMPONERE. The voice of legislators is a living voice, to impose laws on things, and not on words. 10 Coke, 101.

LEGISLATURE. The department, assembly, or body of men that makes laws for a state or nation.

Body to declare public policy of state and to ordain changes therein, *Commonwealth v. Hall*, 291 Pa. 341, 140 A. 626, 630, 58 A.L.R. 1023; lawmaking body of state, *Ex parte Hague*, 105 N.J.Eq. 134, 147 A. 220, 221; legislative or lawmaking power including Governor, *Koenig v. Flynn*, 234 App.Div. 139, 254 N.Y.S. 339, 342; political body of persons organized for purpose of making laws and acting in official capacity, *State ex rel. Carroll v. Becker*, 329 Mo. 501, 45 S.W.2d 533, 536.

LEGISPERITUS. Lat. A person skilled or learned in the law; a lawyer or advocate. *Feud. lib.* 2, tit. 1.

LEGIT VEL NON? In old English practice, this was the formal question propounded to the ordinary when a prisoner claimed the benefit of clergy, —does he read or not? If the ordinary found that the prisoner was entitled to clergy, his formal answer was, "*Legit ut clericus*," he reads like a clerk.

LEGITIM. In Scotch law. The children's share in the father's movables.

LEGITIMACY. Lawful birth; the condition of being born in wedlock; the opposite of illegitimacy or bastardy. *Davenport v. Caldwell*, 10 S.C. 337; *Pratt v. Pratt*, 5 Mo.App. 541.

LEGITIMATE, v. To make lawful; to confer legitimacy; to place a child born before marriage on the footing of those born in lawful wedlock. *McKamie v. Baskerville*, 86 Tenn. 459, 7 S.W. 194; *Blythe v. Ayres*, 96 Cal. 532, 31 P. 915, 19 L.R.A. 40.

LEGITIMATE, adj. That which is lawful, legal, recognized by law, or according to law; as legitimate children, legitimate authority, lawful power, legitimate sport or amusement. *People v. Commons*, 64 Cal.App.2d Supp. 925, 148 P.2d 724, 731. Real or genuine. *United States v. Schenck*, C.C.A. N.Y., 126 F.2d 702, 705, 707.

LEGITIMATION. The making legitimate or lawful that which was not originally so; especially the act of legalizing the *status* of a bastard.

LEGITIMATION PER SUBSEQUENS MATRIMONIUM. The legitimation of a bastard by the subsequent marriage of his parents. *Bell*.

LEGITIME. Lat. In the civil law. That portion of a parent's estate of which he cannot disinherit his children without a legal cause. That interest in a succession of which forced heirs may not be deprived. *Alexander v. Gray*, La.App., 181 So. 639, 643. *Bauman v. Pennywell*, 160 La. 555, 107 So. 425, 427. It may also apply to father or mother. *Succession of Greenlaw*, 148 La. 255, 86 So. 786, 791.

LEGITIME IMPERANTI PARERE NECESSE EST. Jenk. Cent. 120. One lawfully commanding must be obeyed.

LEGITIMI HÆREDES. Lat. In Roman law. Legitimate heirs; the agnate relations of the estate-leaver; so called because the inheritance was given to them by a law of the Twelve Tables.

LEGITIMUS. Lawful; legitimate. *Legitimus hæres et filius est quem nuptiæ demonstrant*, a lawful son and heir is he whom the marriage points out to be lawful. Bract. fol. 63.

LEGO. Lat. In Roman law. I bequeath. A common term in wills. Dig. 30, 36, 81, et seq.

LEGRUITA. In old records. A fine for criminal conversation with a woman. See *Legenita*.

LEGULEIUS. A person skilled in law, (*in legibus versatus*;) one versed in the forms of law. Calvin.

LEHURECHT. The German feudal law. 1 Poll. & Maitl. 214.

LEIDGRAVE. An officer under the Saxon government, who had jurisdiction over a lath. Enc. Lond. See *Lath*.

LEIPA. In old English law. A fugitive or runaway.

LEND. To put out for hire or compensation. In *Lalla's Estate*, 362 Ill. 621, 1 N.E.2d 50, 53. To part with a thing of value to another for a time fixed or indefinite, yet to have some time in ending, to be used or enjoyed by that other, the thing itself or the equivalent of it to be given back at the time fixed, or when lawfully asked for, with or without compensation for the use as may be agreed upon. *Kent v. Quicksilver Min. Co.*, 78 N. Y. 177. Term "lend" when used in a will means to "give" or "devise." *Alexander v. Alexander*, 210 N.C. 281, 186 S.E. 319; *Allen v. Hewitt*, 212 N.C. 367, 193 S.E. 275, 276.

LENDER. He from whom a thing is borrowed. The bailor of an article loaned.

LENDING OR LOANING MONEY OR CREDIT. Transactions creating customary relation of borrower and lender, in which money is borrowed for fixed time on borrower's promise to repay amount borrowed at stated time in future with interest at fixed rate. *Bannock County v. Citizens' Bank & Trust Co.*, 53 Idaho 159, 22 P.2d 674.

LENT. In ecclesiastical law. The quadragesimal fast; a time of abstinence; the time from Ash-Wednesday to Easter.

LEOD. People; a people; a nation. Spelman.

LEODES. In old European law. A vassal, or leige man; service; a *were* or *weregild*. Spelman.

LEOHT-GESCEOT. A tax for supplying the church with lights. Anc.Inst.Eng.

LEONINA SOCIETAS. Lat. An attempted partnership, in which one party was to bear all the losses, and have no share in the profits. This was a void partnership in Roman law; and, apparently, it would also be void as a partnership in English law, as being inherently inconsistent with the notion of partnership. (Dig. 17, 2, 29, 2.) Brown.

LEP AND LACE. A custom in the manor of Writtle, in Essex, that every cart which goes over Greenbury within that manor (except it be the cart of a nobleman) shall pay 4d. to the lord. Blount.

LEPORARIUS. A greyhound. Cowell.

LEPORIUM. A place where hares are kept. Mon.Angl. t. 2, p. 1035.

LEPROSO AMOVENDO. An ancient writ that lay to remove a leper or lazar, who thrust himself into the company of his neighbors in any parish, either in the church or at other public meetings, to their annoyance. Reg.Orig. 237.

LEPROSUS. L. Lat. A leper.

LESCHEWES. Trees fallen by chance or wind-falls. Brooke, Abr. 341.

LESE MAJESTY. The old English and Scotch translation of "*læsa majestas*," or high treason. 2 Reeve, Eng.Law, 6. See *Leze Majesty*.

LES FICTIONS NAISSENT DE LA LOI, ET NON LA LOI DES FICTIONS. Fictions arise from the law, and not law from fictions.

LES LOIS NE SE CHARGENT DE PUNIR QUE LES ACTIONS EXTERIEURES. Laws do not undertake to punish other than outward actions. Montes. Esp. Lois, b. 12, c. 11; Broom, Max. 311.

LESING or LEASING. Gleaning.

LESION. Damage; injury; detriment. *Gasperino v. Prudential Ins. Co. of America*, Mo.App., 107 S.W.2d 819, 827; *Kelham. Hurt, loss, or injury*, *Gasperino v. Prudential Ins. Co. of America*, Mo. App., 107 S.W.2d 819, 827; *Warbende v. Prudential Ins. Co. of America*, C.C.A.Ill., 97 F.2d 749, 753, 117 A.L.R. 760; *Order of United Commercial Travelers of America v. Sevier*, C.C.A.Mo., 121 F.2d 650, 654. Any change in the structure of an organ due to injury or disease, whether apparent or diagnosed as the cause of a functional irregularity or disturbance. *People v. Durand*, 307 Ill. 611, 139 N.E. 78, 83. Morbid change in structure of organs or parts, *Order of United Commercial Travelers of America v. Sevier*, C.C.A.Mo., 121 F.2d 650, 654; *Andrzejewski v. Prudential Ins. Co. of America*, 321 Pa. 543, 184 A. 51, 53; *Warbende v. Prudential Ins. Co. of America*, C.C.A.Ill., 97 F.2d 749, 753, 117 A.L.R. 760. A term of the Scotch Law.

LESION

In the Civil law. The injury suffered by one who does not receive a full equivalent for what he gives in a commutative contract. Civil Code La. art. 1860. Inequality in contracts. Poth. Obl., no. 33; Fleming v. Irion, 132 La. 163, 61 So. 151, 152.

LESPEGEND. An inferior officer in forests to take care of the vert and venison therein, etc. Wharton.

LESSA. A legacy. Mon. Ang., t. 1, p. 562.

LESSEE. He to whom a lease is made. He who holds an estate by virtue of a lease. Viterbo v. Friedlander, 7 S.Ct. 962, 120 U.S. 707, 30 L.Ed. 776; Lang v. Hitt, 149 Ga. 667, 101 S.E. 795, 796; Dutton v. Dutton, 253 P. 553, 554, 122 Kan. 640; Boston Fish Market Corp. v. City of Boston, 224 Mass. 31, 112 N.E. 616, 617, one who has been given possession of land which is exclusive even of the landlord, except as the lease permits his entry, and except right to enter to demand rent or to make repairs. Seabloom v. Krier, 219 Minn. 362, 18 N.W.2d 88, 91.

LESSER OFFENSE. Though the term is used as synonymous with a "less serious offense" or a "minor offense" when one is considering quality of criminal act or severity of penalty imposed, such term as used in statute providing that defendant charged with one of offenses enumerated cannot be convicted or sentenced for lesser offense, means any offense necessarily included in offense charged, where offense charged is one of offenses defined in act. Witt v. State, 205 Ind. 499, 185 N.E. 645, 647.

LESSOR. He who grants a lease. Viterbo v. Friedlander, 7 S.Ct. 962, 120 U.S. 707, 30 L.Ed. 776; Dutton v. Dutton, 122 Kan. 640, 253 P. 553, 554.

One who has leased land for a definite or indefinite period, by a written or parol lease, irrespective of whether a statute of fraud requires the lease to be in writing. City of Tyler v. Ingram, 139 Tex. 600, 164 S.W.2d 516, 520. When a lessee subleases the res, he becomes "lessor" for purposes of sublease. Magnolia Petroleum Co. v. Carter, La.App., 2 So.2d 680, 682.

LESSOR OF THE PLAINTIFF. In the action of ejectment, this was the party who really and in effect prosecuted the action and was interested in its result.

The reason of his having been so called arose from the circumstance of the action having been carried on in the name of a nominal plaintiff, (John Doe,) to whom the real plaintiff had granted a fictitious lease, and thus had become his lessor.

LEST. Fr. In French maritime law. Ballast. Ord. Mar. liv. 4, tit. 4, art. 1.

LESTAGE, LASTAGE. A custom for carrying things in fairs and markets. Fleta, l. 1, c. 47; Termes de la Ley.

LESTAGEFRY. Lestage free, or exempt from the duty of paying ballast money. Cowell.

LESTAGIUM. Lastage or lestage; a duty laid on the cargo of a ship. Cowell.

LESWES. Pastures. Domesday; Co. Litt. 4b. A term often inserted in old deeds and conveyances. Cowell.

LET, v.

In contracts. To award to one of several persons, who have submitted proposals therefor, the contract for erecting public works or doing some part of the work connected therewith, or rendering some other service to government for a stipulated compensation.

Letting the contract is the choosing one from among the number of bidders, and the formal making of the contract with him. The letting, or putting out, is a different thing from the invitation to make proposals; the letting is subsequent to the invitation. It is the act of awarding the contract to the proposer, after the proposals have been received and considered. See Eppes v. Railroad Co., 35 Ala. 33, 55.

In conveyancing. To demise or lease. "To let and set" is an old expression.

In judicial orders and decrees. The word "let" (in the imperative) imports a positive direction or command.

Thus the phrase "let the writ issue as prayed" is equivalent to "it is hereby ordered that the writ issue," etc. See Ingram v. Laroussini, 50 La. Ann. 69, 23 So. 498.

In Practice. To deliver. "To let to bail" is to deliver to bail on arrest.

LET, n. In old conveyancing. Hindrance; obstruction; interruption. Still occasionally used in the phrase "without any let, suit, trouble," etc. Gustafson v. Ursales, 3 Ohio App. 136, 139.

LET IN. In practice. To admit a party as a matter of favor; as to open a judgment and "let the defendant in" to a defense.

LETHAL. Deadly, mortal, fatal. Vaughn v. Kansas City Gas Co., 236 Mo.App. 669, 159 S.W.2d 690, 698.

LETHAL WEAPON. In Scotch law. A deadly weapon. See State v. Godfrey, 17 Or. 300, 20 P. 625, 11 Am.St.Rep. 830.

LETRADO. In Spanish law. An advocate. White, New Recop. b. 1, tit. 1, c. 1, § 3, note.

LETTER. One of the arbitrary marks or characters constituting the alphabet, and used in written language as the representatives of sounds or articulations of the human organs of speech.

A dispatch or epistle; a written or printed message; a communication in writing from one person to another at a distance. Buchwald v. Buchwald, 199 A. 795, 799, 175 Md. 103.

In the imperial law of Rome, "letter" or "epistle" was the name of the answer returned by the emperor to a question of law submitted to him by the magistrates.

A communication inclosed, sealed, and stamped and being carried as first-class mail. Hyney v. U. S., C.C.A.Mich., 44 F.2d 134, 136; Wolpa v. U. S., C.C.A.Neb., 86 F.2d 35, 39.

A commission, patent, or written instrument containing or attesting the grant of some power, authority, or right.

The word appears in this generic sense in many compound phrases known to commercial law and jurisprudence; *e. g.*, letter of attorney, letter missive, letter of credit, letters patent. The plural is frequently used.

Metaphorically, the verbal expression; the strict literal meaning.

The *letter* of a statute, as distinguished from its *spirit*, means the strict and exact force of the language employed, as distinguished from the general purpose and policy of the law.

He who, being the owner of a thing, lets it out to another for hire or compensation. Story, Bailm. § 369.

As to letters of "Administration," "Advice," "Attorney," "Credit," "Horning," "Recommendation," see those titles. As to "Letters Patent," see Patent.

LETTER-BOOK. A book in which a merchant or trader keeps copies of letters sent by him to his correspondents.

LETTER-CARRIER. An employé of the post-office, whose duty it is to carry letters from the post-office to the persons to whom they are addressed.

LETTER MISSIVE. In English law. A letter from the king or queen to a dean and chapter, containing the name of the person whom he would have them elect as bishop. 1 Steph.Comm. 666. A request addressed to a peer, peeress, or lord of parliament against whom a bill has been filed desiring the defendant to appear and answer to the bill. In civil-law practice. The phrase "letters missive," or "letters dimissory," is sometimes used to denote the papers sent up on an appeal by the judge or court below to the superior tribunal, otherwise called the "apostles," (*q. v.*)

LETTER OF ADVOCATION. In Scotch law. The process or warrant by which, on appeal to the supreme court or court of session, that tribunal assumes to itself jurisdiction of the cause, and discharges the lower court from all further proceedings in the action. Ersk. Inst. 732.

LETTER OF CREDENCE. In international law. The document which accredits an ambassador, minister, or envoy to the court or government to which he is sent; *i. e.*, certifies to his appointment and qualification, and bespeaks credit for his official actions and representations.

LETTER OF EXCHANGE. A bill of exchange (*q. v.*).

LETTER OF LICENSE. In English law, a written instrument in the nature of an agreement, signed by all the creditors of a failing or embarrassed debtor in trade, granting him an extension of time for the payment of the debts, allowing him in the meantime to carry on the business in the hope of recuperation, and protecting him from arrest, suit, or other interference pending the agreement.

This form is not usual in America; but something similar to it is found in the "composition" or "extension agreement," by which all the creditors agree to fund their claims in the form of promissory notes, concurrent as to

date and maturity, sometimes payable serially and sometimes extending over a term of years. Provision is often made for the supervision or partial control of the business, in the meantime, by a trustee or a committee of the creditors, in which case the agreement is sometimes called a "deed of Inspectorship," though this term is more commonly used in England than in the United States.

LETTER OF MARQUE. A commission given to a private ship by a government to make reprisals on the ships of another state; hence, also, the ship thus commissioned. U. S. v. The Ambrose Light, D.C.N.Y., 25 F. 408; Gibbons v. Livingston, 6 N.J.Law, 255.

LETTER OF RECALL. A document addressed by the executive of one nation to that of another, informing the latter that a minister sent by the former has been recalled.

LETTER OF RECREDENTIALS. A document embodying the formal action of a government upon a letter of recall of a foreign minister. It, in effect, accredits him back to his own government. It is addressed to the latter government, and is delivered to the minister by the diplomatic secretary of the state from which he is recalled.

LETTERS AD COLLIGENDUM BONA DEFUNCTI. In Practice. In default of the representatives and creditors to administer to the estate of an intestate, the officer entitled to grant letters of administration may grant to such person as he approves, *letters to collect the goods of the deceased*, which neither make him executor nor administrator; his only business being to collect the goods and keep them in his safe custody. 2 Bla.Com. 505.

LETTERS CLOSE. In English law. Close letters are grants of the king, and, being of private concern, they are thus distinguished from letters patent.

LETTERS OF ABSOLUTION. Absolvatory letters, used in former times, when an abbot released any of his brethren *ab omnia subjectione et obedientia*, etc., and made them capable of entering into some other order of religion. Jacob.

LETTERS OF CORRESPONDENCE. In Scotch law. Letters are admissible in evidence against the panel, *i. e.*, the prisoner at the bar, in criminal trials. A letter written by the panel is evidence against him; not so one from a third party found in his possession. Bell.

LETTERS OF FIRE AND SWORD. See Fire and Sword.

LETTERS OF GUARDIANSHIP. A commission placing ward's property in the care of officer of court as custodian. Walker v. Graves, 174 Tenn. 336, 125 S.W.2d 154, 157.

LETTERS OF REQUEST. A formal instrument by which an inferior judge of ecclesiastical jurisdiction requests the judge of a superior court to take and determine any matter which has come before him, thereby waiving or remitting his own jurisdiction. This is a mode of beginning a suit originally in the court of arches, instead of the consistory court.

LETTERS

LETTERS OF SAFE CONDUCT. No subject of a nation at war with England can, by the law of nations, come into the realm, nor can travel himself upon the high seas, or send his goods and merchandise from one place to another, without danger of being seized, unless he has *letters of safe conduct*.

By divers old statutes these must be granted under the great seal, and enrolled in chancery, or else are of no effect; the sovereign being the best judge of such emergencies as may deserve exemption from the general law of arms. But passports or licenses from the ambassadors abroad are now more usually obtained, and are allowed to be of equal validity. Wharton.

LETTERS OF SLAINS, OR SLANES. Letters subscribed by the relatives of a person who had been slain, declaring that they had received an assythment, and concurring in an application to the crown for a pardon to the offender. These or other evidences of their concurrence were necessary to found the application. Bell.

LETTERS ROGATORY. A request by one court of another court in an independent jurisdiction, that a witness be examined upon interrogatories sent with the request. *Magdanz v. District Court in and for Woodbury County, 222 Iowa 456, 269 N.W. 498, 499, 108 A.L.R. 377.* The medium whereby one country, speaking through one of its courts, requests another country, acting through its own courts and by methods of court procedure peculiar thereto and entirely within the latter's control, to assist the administration of justice in the former country. *The Signe, D.C.La., 37 F.Supp. 819, 820.*

A formal communication in writing, sent by a court in which an action is pending to a court or judge of a foreign country, requesting that the testimony of a witness resident within the jurisdiction of the latter court may be there formally taken under its direction and transmitted to the first court for use in the pending action.

This process was also in use, at an early period, between the several states of the Union. The request rests entirely upon the comity of courts towards each other. See *Union Square Bank v. Reichmann, 41 N.Y.S. 602, 9 App.Div. 596.*

LETTERS TESTAMENTARY. The formal instrument of authority and appointment given to an executor by the proper court, empowering him to enter upon the discharge of his office as executor. It corresponds to letters of administration granted to an administrator.

LETTING. Leasing. *City and County of San Francisco v. United States, C.C.A.Cal., 106 F.2d 569, 576.*

LETTING OUT. The act of awarding a contract; *e. g.*, a construction contract, or contract for carrying the mails.

LETTRE. Fr. In French law. A letter. It is used, like our English "letter," for a formal instrument giving authority.

LETTRES DE CACHET. Letters issued and signed by the kings of France, and countersigned by a secretary of state, authorizing the imprisonment of a person.

Under them, persons were imprisoned for life or for a long period on the most frivolous pretexts, for the gratification of private pique or revenge, and without any reason being assigned for such punishment. They were also granted by the king for the purpose of shielding his favorites or their friends from the consequences of their crimes; and thus were as pernicious in their operation as the protection afforded by the church to criminals in a former age. Abolished during the Revolution of 1789. Wharton.

LEUCA.

In old French law. A league, consisting of fifteen hundred paces. Spelman.

In old English law. A league or mile of a thousand paces. Domesday; Spelman. A privileged space around a monastery of a league or mile in circuit. Spelman.

LEVANDÆ NAVIS CAUSA. Lat. For the sake of lightening the ship; denotes a purpose of throwing overboard goods, which renders them subjects of general average.

LEVANT ET COUCHANT. L. Fr. Rising up and lying down.

A term applied to trespassing cattle which have remained long enough upon land to have lain down to rest and risen up to feed; generally the space of a night and a day, or, at least, one night.

LEVANTES ET CUBANTES. Rising up and lying down. A term applied to cattle. 3 Bl.Comm. 9. The Latin equivalent of "*levant et couchant*."

LEVARI FACIAS. Lat. A writ of execution directing the sheriff to cause to be made of the lands and chattels of the judgment debtor the sum recovered by the judgment. *Pentland v. Kelly, 6 Watts & S. (Pa.) 484.*

Also a writ to the bishop of the diocese, commanding him to enter into the benefice of a judgment debtor, and take and sequester the same into his possession, and hold the same until he shall have levied the amount of the judgment out of the rents, tithes, and profits thereof.

LEVARI FACIAS DAMNA DE DISSEISITORI-BUS. A writ formerly directed to the sheriff for the levying of damages, which a disseisor had been condemned to pay to the disseisee. Cowell.

LEVARI FACIAS QUANDO VICECOMES RETURNAVIT QUOD NON HABUIT EMPTORES. An old writ commanding the sheriff to sell the goods of a debtor which he had already taken, and had returned that he could not sell them; and as much more of the debtor's goods as would satisfy the whole debt. Cowell.

LEVARI FACIAS RESIDUUM DEBITI. An old writ directed to the sheriff for levying the remnant of a partly-satisfied debt upon the lands and tenements or chattels of the debtor. Cowell.

LEVATO VELO. Lat. An expression used in the Roman law, and applied to the trial of wreck and salvage. Commentators disagree about the origin of the expression; but all agree that its general meaning is that these causes shall be heard summarily.

The most probable solution is that it refers to the place where causes were heard. A sail was spread before the door and officers employed to keep strangers from the tri-

bunal. When these causes were heard, this sail was raised, and suitors came directly to the court, and their causes were heard immediately. As applied to maritime courts, its meaning is that causes should be heard without delay. These causes require dispatch, and a delay amounts practically to a denial of justice. (See Cod. 11, 4, 5.) Bouvier.

LEVEE. An embankment or artificial mound of earth constructed along the margin of a river, to confine the stream to its natural channel or prevent inundation or overflow. *State v. New Orleans & N. E. R. Co.*, 7 So. 226, 42 La. Ann. 138; *Royse v. Evansville & T. H. R. Co.*, 67 N.E. 446, 160 Ind. 592.

Also (probably by an extension of the foregoing meaning) a landing place on a river or lake; a place on a river or other navigable water for lading and unloading goods and for the reception and discharge of passengers to and from vessels lying in the contiguous waters, which may be either a wharf or pier or the natural bank. See *Coffin v. Portland, C.C.Or.*, 27 F. 415; *People v. Allen*, 317 Ill. 92, 147 N.E. 479, 481.

LEVEE DISTRICT. A municipal subdivision of a state (which may or may not be a public corporation) organized for the purpose, and charged with the duty, of constructing and maintaining such levees within its territorial limits as are to be built and kept up at public expense and for the general public benefit. See *People v. Levee Dist. No. 6*, 131 Cal. 30, 63 P. 676.

LEVEL RATE, LEGAL RESERVE POLICY. Insurance which seeks to build up a reserve which will equal face value of policy at the end of insured's life. *Helmer v. Equitable Reserve Ass'n*, 214 Wis. 270, 252 N.W. 728.

LEVEL ROAD. Road with uniform grade, regardless of whether it is horizontal, up grade, or down grade. *O'Rourke v. City of Washington*, 304 Pa. 78, 155 A. 100, 102, 78 A.L.R. 811.

LEVIABLE. That which may be levied. That which is a proper or permissible subject for a levy; as, a "leviable interest" in land. See *Bray v. Ragsdale*, 53 Mo. 172.

LEVIR. In Roman law. A husband's brother; a wife's brother-in-law. Calvin.

LEVIS. Lat. Light; slight; trifling. *Levis culpa*, slight fault or neglect. *Levissima culpa*, the slightest neglect. *Levis nota*, a slight mark or brand. See *Brand v. Schenectady & T. R. Co.*, 8 Barb. (N.Y.) 378.

LEVITICAL DEGREES. Degrees of kindred within which persons are prohibited to marry. They are set forth in the eighteenth chapter of Leviticus.

LEVITY. A term used in connection with collusion in a Pennsylvania divorce act. *Lyon v. Lyon*, 30 Pa.C.C. 359. See Collusion.

LEVY, v. To assess; raise; execute; exact; collect; gather; take up; seize. Thus, to levy (assess, exact, raise, or collect) a tax; to levy (raise or set up) a nuisance; to levy (acknowledge) a fine; to levy (inaugurate) war; to levy an execution, *i. e.*, to levy or collect a sum of money on an execution.

LEVY, n. A seizure. *Farris v. Castor*, 186 Okl. 668, 99 P.2d 900, 902; *McBrien v. Harris*, 39 Ga. App. 41, 145 S.E. 919; *Radford v. Kachman*, 27 Ohio App. 86, 160 N.E. 875, 877; *Plaxico v. Webster*, 175 S.C. 69, 178 S.E. 270. An actual making the money out of the property; the obtaining of money by seizure and sale of property. *Farris v. Castor*, 99 P.2d 900, 902, 186 Okl. 668. The mental act of determination to sell. *Parker v. MacCue*, 54 R.I. 270, 172 A. 725, 727. The raising of the money for which an execution has been issued. *Plaxico v. Webster*, 175 S.C. 69, 178 S.E. 270.

As used in Uniform Conditional Sales Act, "levy of execution" means the setting aside of specific property from the general property of the debtor and placing it in the custody of the law until it can be sold and applied to the payment of the execution. *Bent v. H. W. Weaver, Inc.*, 106 W.Va. 164, 145 S.E. 594, 595.

In reference to taxation, the word may mean the legislative function and declaration of the subject and rate or amount of taxation, *People v. Mahoney*, 13 Cal.2d 729, 91 P.2d 1029; *Atlantic Coast Line R. Co. v. Amos*, 94 Fla. 588, 115 So. 315, 320; *City of Richmond v. Eubank*, 179 Va. 70, 18 S.E.2d 397, 403; or the rate of taxation rather than the physical act of applying the rate to the property, *Lowden v. Texas County Excise Board*, 187 Okl. 365, 103 P.2d 98, 100; or the formal order, by proper authority declaring property subject to taxation at fixed rate at its assessed valuation, *State v. Davis*, 335 Mo. 159, 73 S.W.2d 406, 407; or the ministerial function of assessing, listing and extending taxes, *City of Plankinton v. Kieffer*, 70 S.D. 329, 17 N.W.2d 494, 495, 496; or the extension of the tax, *Syracuse Trust Co. v. Board of Sup'rs of Oneida County*, 13 N.Y.S.2d 390, 394; *People ex rel. Oswego Falls Corporation v. Foster*, 295 N.Y.S. 891, 895, 251 App.Div. 65; *Day v. Inland Steel Co.*, 185 Minn. 53, 239 N.W. 776, 777; or the doing of whatever is necessary in order to authorize the collector to collect the tax, *Syracuse Trust Co. v. Board of Sup'rs of Oneida County*, 13 N.Y.S.2d 390, 394. The qualified electors "levy" a tax when they vote to impose it. *Parker v. MacCue*, 54 R.I. 270, 172 A. 725, 727.

Equitable levy. The lien in equity created by the filing of a creditors' bill to subject real property of the debtor, and of a *lis pendens*, is sometimes so called. *Miller v. Sherry*, 2 Wall. 249, 17 L.Ed. 827; *Mandeville v. Campbell*, 61 N.Y.S. 443, 45 App.Div. 512. The right to an equitable lien is sometimes called an "equitable levy." *Hudson v. Wood*, C.C.Ky., 119 F. 764, 776, 777.

LEVY COURT. A court formerly existing in the District of Columbia.

It was a body charged with the administration of the ministerial and financial duties of Washington county. It was charged with the duty of laying out and repairing roads, building bridges, providing poor-houses, laying and collecting the taxes necessary to enable it to discharge these and other duties, and to pay the other expenses of the county. It had capacity to make contracts in reference to any of these matters, and to raise money to meet such contracts. It had perpetual succession, and its functions were those which, in the several states, are performed by "county commissioners," "overseers of the poor," "county supervisors," and similar bodies with other designations. *Levy Court v. Coroner*, 2 Wall. 507, 17 L.Ed. 851.

In Delaware, the "levy court" is an administrative board.

The board is elected and organized in each county, composed of from five to thirteen "commissioners," who, in respect to taxation, perform the functions of a board of equalization and review and also of a board to supervise the assessors and collectors and audit and adjust their accounts, and who also have certain powers and special duties in respect to the administration of the poor laws, the system of public roads and the officers in charge of them, the care of insane paupers and convicts, the government

LEVYING

and administration of jails, school districts, and various other matters of local concern. See Rev.St.Del. 1893, c. 8; Mealey v. Buckingham, 22 A. 357, 6 Del.Ch. 356.

LEVYING WAR. In criminal law. The assembling of a body of men for the purpose of effecting by force a treasonable object; and all who perform any part, however minute, or however remote from the scene of action, and who are leagued in the general conspiracy, are considered as engaged in levying war, within the meaning of the constitution. Const. art. 3, § 3; Ex parte Bollman, 4 Cranch, 75, 2 L.Ed. 554.

The words include forcible opposition, as the result of a combination of individuals, to the execution of any public law of the United States; and to constitute treason within the Federal Constitution, there must be a combination of individuals united for the common purpose of forcibly preventing the execution of some public law and the actual or threatened use of force by the combination to prevent its execution. Kegerreis v. Van Zile, 167 N.Y.S. 874, 876, 180 App.Div. 414.

LEWD. Obscene. People on Complaint of Sumner, v. Dial Press, Mag.Ct., 48 N.Y.S.2d 480, 481. Lustful, indecent, lascivious, lecherous. City of Shreveport v. Wilson, 145 La. 906, 83 So. 186, 188. The term imports a lascivious intent. It signifies that form of immorality which has relation to moral impurity. United States v. Barlow, D.C.Utah, 56 F.Supp. 795, 796, 797, or that carried on in a wanton manner. State v. Barnes, Mo.App., 256 S.W. 496, 498; Rebhuhn v. Cahill, D.C.N.Y., 31 F.Supp. 47, 49. Lewd and lascivious behavior of wife to authorize a divorce must be such conduct as proves the wife unchaste. Blackburn v. Blackburn, 294 Ky. 312, 171 S.W.2d 457.

LEWD AND LASCIVIOUS COHABITATION. Within statutes, the living together of a man and woman not married to each other, in the same house or apartment, as husband and wife. State v. Bridgeman, 88 W.Va. 231, 106 S.E. 708, 711. Habitual acts of illicit intercourse are necessary elements. State v. Tuttle, 129 Me. 125, 150 A. 490, 491; State v. Davenport, 225 N.C. 13, 33 S.E.2d 136, 139. See, also, Lewdness.

LEWD HOUSE. House may be a "lewd house," though chiefly devoted to carrying on business of boarding house or hotel, if lewd women are accustomed to frequent house and carry on their practices therein. Smith v. State, 52 Ga.App. 88, 182 S.E. 816, 818.

LEWD PERSON. One who is lawless, bad, vicious, unchaste. State v. Harlowe, 174 Wash. 227, 24 P.2d 601.

LEWDLY AND LASCIVIOUSLY PLAYING WITH A FEMALE CHILD. Playing or dallying with or touching or handling such child in indecent and obscene manner calculated to excite passions. State v. Martin, Del., 7 W.W.Harr. 342, 183 A. 334.

LEWDNESS. Gross and wanton indecency in sexual relations. State v. Brenner, 132 N.J.L. 607, 41 A.2d 532, 534, 535. Gross indecency so notorious as to tend to corrupt community's morals. Abbott v. State, 163 Tenn. 384, 43 S.W.2d 211, 212. Licentiousness; that form of immorality which has

relation to sexual impurity. U. S. v. Males, D.C. Ind., 51 F. 41. Moral turpitude. Lane ex rel. Cronin v. Tillinghast, C.C.A.Mass., 38 F.2d 231, 232. Open and public indecency. State v. Brenner, 132 N.J.L. 607, 41 A.2d 532, 534, 535. Sensuality; debauchery. State v. Sullivan, 187 Iowa, 385, 174 N. W. 225. An offense against the public economy, when of an open and notorious character; as by frequenting houses of ill fame, which is an indictable offense, or by some grossly scandalous and public indecency, for which the punishment at common law is fine and imprisonment. Wharton. See Brooks v. State, 2 Yerg. (Tenn.) 483; State v. Bauguess, 106 Iowa, 107, 76 N.W. 508.

The term includes prostitution and assignation and other immoral or degenerate conduct or conversation between persons of opposite sexes, People v. Bay Side Land Co., 48 Cal.App. 257, 191 P. 994, 995. As well as between persons of the same sex, and signifies both illicit sexual intercourse and the irregular indulgence of lust, whether public or private, Commonwealth v. Porter, 237 Mass. 1, 129 N.E. 298, 299; State v. Rayburn, 170 Iowa 514, 153 N.W. 59, 60, L.R.A.1915F, 640. Holding that the living together of a man and woman unmarried, when generally known throughout the neighborhood, constitutes open and gross lewdness. *Contra:* City of Shreveport v. Wilson, 145 La. 906, 83 So. 186, 188.

Lewd or lascivious behavior practised without disguise, secrecy, or concealment. The adjective relates to the quality of the act, not to the place nor to the number of spectators. State v. Juneau, 88 Wis. 180, 59 N.W. 580, 24 L.R.A. 857, 43 Am.St.Rep. 877; Com. v. Wardell, 128 Mass. 52, 35 Am.Rep. 357. There must be present elements making the act shameless, aggressive, and defiant, rather than furtive and hiding away in shame; lewdness being deemed open when committed in the presence of another person, or in a place open to public view. State v. Pedigo, 190 Mo.App. 293, 176 S.W. 556, 557.

LEX. Lat.

In medieval jurisprudence. A body or collection of various laws peculiar to a given nation or people; not a code in the modern sense, but an aggregation or collection of laws not codified or systematized. See Mackeld.Rom.Law, § 98.

Also, a similar collection of laws relating to a general subject, and not peculiar to any one people.

In modern American and English jurisprudence. A system or body of laws, written or unwritten, or so much thereof as may be applicable to a particular case or question, considered as being local or peculiar to a given state, country, or jurisdiction, or as being different from the laws or rules relating to the same subject-matter which prevail in some other place.

In old English law. A body or collection of laws, and particularly the Roman or civil law.

Also a form or mode of trial or process of law, as the ordeal or battle, or the oath of a party with compurgators, as in the phrases *legem facere*, *legem vadiare*, etc. Also used in the sense of legal rights or civil rights or the protection of the law, as in the phrase *legem amittere*.

In Roman law. Law; a law; the law.

This term was often used as the synonym of *ius*, in the sense of a rule of civil conduct authoritatively prescribed for the government of the actions of the members of an organized jural society.

Lex is used in a purely juridical sense, law, and not also right; while *ius* has an ethical as well as a juridical meaning, not only law, but right. 15 L.Q.R. 367 (by Salmon). *Lex* is usually concrete, while *ius* is abstract. In English we have no term which combines the legal and

ethical meanings, as do *jus* and its French equivalent, *droit*. Pollock, First Book of Jurispr. 14-18.

In a more limited and particular sense, it was a resolution adopted by the whole Roman "*populus*" (patricians and plebeians) in the *comitia*, on the motion of a magistrate of senatorial rank, as a consul, a prætor, or a dictator. Such a statute frequently took the name of the proposer; as the *lex Falcidia*, *lex Cornelia*, etc.

A rule of law which magistrates and people had agreed upon by means of a solemn declaration of consensus. Sohm, Inst.R.L. 28.

In a somewhat wider and more generic sense, a law (whatever its origin) or the aggregate of laws, relating to a particular subject-matter, thus corresponding to the meaning of the word "law" in some modern phrases, such as the "law of evidence," "law of wills," etc.

Other specific meanings of the word in Roman jurisprudence were as follows: Positive law, as opposed to natural. That system of law which descended from the Twelve Tables, and formed the basis of all the Roman law. The terms of a private covenant; the condition of an obligation. A form of words prescribed to be used upon particular occasions.

LEX ÆBUTIA. A statute which introduced and authorized new and more simple methods of instituting actions at law.

The law which, with the *leges Juliae*, in part abolished the *legis actiones*. It provided that a *judicium* could be instituted in a city court without *legis actio*, merely by means of the formula or prætorian decree of appointment, and placed the *legis actio* and the formula, so far as the civil law was concerned, on a footing of equality. Sohm, Rom.L. 173.

LEX ÆLIA SENTIA. The Ælian Sentian law, respecting wills, proposed by the consuls Ælius and Sentius, and passed A. U. C. 756, restraining a master from manumitting his slaves in certain cases. Calvin.

LEX ÆMILIA. A law which reduced the official term of the censors at Rome from five years to a year and a half, and provided for the discharge of their peculiar functions by the consuls in the interim until the time for a new census. Mackeld. Rom.Law, § 29.

LEX ÆQUITATE GAUDET. Law delights in equity. Jenk.Cent. p. 36, case 69.

LEX ÆQUITATE GAUDET; APPETIT PERFECTUM; EST NORMA RECTI. The law delights in equity; it covets perfection; it is a rule of right. Jenk.Cent. 36.

LEX AGRARIA. The agrarian law. A law proposed by Tiberius Gracchus, A. U. C. 620, that no one should possess more than five hundred acres of land; and that three commissioners should be appointed to divide among the poorer people what any one had above that extent.

LEX ALAMANNORUM. The law of the Alemanni; first reduced to writing from the customs of the country; by Theodoric, king of the Franks, A. D. 512. Amended and reenacted by Clotaire II. Spelman.

LEX ALIQUANDO SEQUITUR ÆQUITATEM. Law sometimes follows equity. 3 Wils. 119.

LEX AMISSA. One who is an infamous, perjured, or outlawed person. Bract. lib. 4, c. 19.

LEX ANASTASIANA. The law admitting as agnati the children of emancipated brothers and sisters. Inst. 3, 5.

A law which provided that a third person who purchased a claim or debt for less than its true or nominal value should not be permitted to recover from the debtor more than the price paid with lawful interest. Mackeld.Rom.Law, § 369.

LEX ANGLIÆ. The law of England. The common law. Or, the curtesy of England.

LEX ANGLIÆ EST LEX MISERICORDIÆ. 2 Inst. 315. The law of England is a law of mercy.

LEX ANGLIÆ NON PATITUR ABSURDUM. 9 Coke, 22a. The law of England does not suffer an absurdity.

LEX ANGLIÆ NUNQUAM MATRIS SED SEMPER PATRIS CONDITIONEM IMITARI PARTUM JUDICAT. The law of England rules that the offspring shall always follow the condition of the father, never that of the mother. Co.Litt. 123; Bart.Max. 59.

LEX ANGLIÆ NUNQUAM SINE PARLIAMENTO MUTARI POTEST. 2 Inst. 218. The law of England cannot be changed but by parliament.

LEX APOSTATA. A thing contrary to law. Jacob.

LEX APPARENS. In old English and Norman law. Apparent or manifest law.

A term used to denote the trial by battel or duel, and the trial by ordeal, "*lex*" having the sense of process of law. Called "apparent" because the plaintiff was obliged to make his right *clear* by the testimony of witnesses, before he could obtain an order from the court to summon the defendant. Spelman.

LEX APULEJA, or APULEIA. A law giving to one of several joint sureties or guarantors, who had paid more than his proportion of the debt secured, a right of action for reimbursement against his co-sureties as if a partnership existed between them. See Mackeld.Rom.Law, § 454, note 2; Inst. 3, 20.

LEX AQUILIA. The Aquilian law; a celebrated law passed on the proposition of the tribune C. Aquilius Gallus, A. U. C. 672, superseding the earlier portions of the Twelve Tables, and regulating the compensation to be made for that kind of damage called "injurious," in the cases of killing or wounding the slave or beast of another. Inst. 4, 3; Calvin.

LEX ATILIA. The Atilian law. A law of Rome proposed by the tribune L. Atilius Regulus, A. U. C. 443, which conferred upon the magistrate the right of appointing guardians. It applied only to the city of Rome; Sohm, Inst.Rom.L. 400.

LEX ATINIA. The Atinian law. A law declaring that the property in things stolen should not be acquired by prescription, (*usucapione*.) Inst. 2, 6, 2; Adams, Rom.Ant. 207.

LEX BAIUVARIORUM, (BAIORIORUM, or BOIORUM). The law of the Bavarians, a barbarous nation of Europe, first collected (together with

LEX BARBARA

the law of the Franks and Alemanni) by Theodoric I., and finally completed and promulgated by Dagobert. Spelman.

LEX BARBARA. The barbarian law. The laws of those nations that were not subject to the Roman empire were so called. Spelman.

LEX BENEFICIALIS REI CONSIMILI REMEDIUM PRÆSTAT. 2 Inst. 689. A beneficial law affords a remedy for a similar case.

LEX BREHONIA. The Brehon or Irish law, overthrown by King John. See Brehon Law.

LEX BRETOISE. The law of the ancient Britons, or Marches of Wales. Cowell.

LEX BURGUNDIONUM. The law of the Burgundians, a barbarous nation of Europe, first compiled and published by Gundebald, one of the last of their kings, about A.D. 500. Spelman.

LEX CALPURNIA. A law relating to the form and prosecution of actions for the recovery of specific chattels other than money. See Mackeld. Rom.Law, § 203. The law which extended the scope of the action allowed by the *lex Silia* to all obligations for any certain definite thing.

LEX CANULEIA. The law which conferred upon the plebeians the *connubium*, or the right of intermarriage with Roman citizens. Morey, Rom.L. 48.

LEX CINCIA. A law which prohibited certain kinds of gifts and all gifts or donations of property beyond a certain measure, except in the case of near kinsmen.

LEX CITIUS TOLERARE VULT PRIVATUM DAMNUM QUAM PUBLICUM MALUM. The law will more readily tolerate a private loss than a public evil. Co.Litt. 152.

LEX CLAUDIA. A law which abolished the ancient guardianship of adult women by their male agnate relations. See Mackeld. Rom. Law, § 615.

LEX COMITATUS. The law of the county, or that administered in the county court before the earl or his deputy. Spelman.

LEX COMMISSORIA. See Commissoria Lex.

LEX COMMUNIS. The common law. See Jus Commune.

LEX CONTRA ID QUOD PRÆSUMIT, PROBATIONEM NON RECIPIT. The law admits no proof against that which it presumes. Lofft, 573.

LEX CORNELIA. The Cornelian law; a law passed by the dictator L. Cornelius Sylla, providing remedies for certain injuries, as for battery, forcible entry of another's house, etc. Calvin.

LEX CORNELIA DE ÆDICTIS. The law forbidding a prætor to depart during his term of office from the edict he had promulgated at its commencement. Sohm, Rom. L. 51.

LEX CORNELIA DE FALSO (or FALSIS). The Cornelian law respecting forgery or counterfeiting.

Passed by the dictator Sylla. Dig. 48, 10; Calvin. The law which provided that the same penalty should attach to the forgery of a testament of a person dying in captivity as to that of a testament made by a person dying in his own country. Inst. 2, 12, 5.

LEX CORNELIA DE INJURIIS. The law providing a civil action for the recovery of a penalty in certain cases of bodily injury. Sohm, R.L. 329.

LEX CORNELIA DE SICARIIS ET VENEFICIS. The Cornelian law respecting assassins and poisoners, passed by the dictator Sylla, and containing provisions against other deeds of violence.

It made the killing of the slave of another person punishable by death or exile, and the provisions of this law were extended by the Emperor Antoninus Pius to the case of a master killing his own slave. Inst. 1, 8; Dig. 48, 8; Calvin.

LEX CORNELIA DE SPONSU. A law prohibiting one from binding himself for the same debtor to the same creditor in the same year for more than a specified amount. Inst. 2, 20.

LEX DANORUM. The law of the Danes; Dane-law or Dane-lage. Spelman.

LEX DE FUTURO, JUDEX DE PRÆTERITO. The law provides for the future, the judge for the past.

LEX DE RESPONDIS PRUDENTUM. The law of citations.

LEX DEFICERE NON POTEST IN JUSTITIA EXHIBENDA. Co. Litt. 197. The law cannot be defective [or ought not to fail] in dispensing justice.

LEX DERAISNIA. The proof of a thing which one denies to be done by him, where another affirms it; defeating the assertion of his adversary, and showing it to be against reason or probability. This was used among the old Romans, as well as the Normans. Cowell.

LEX DILATIONES SEMPER EXHORRET. 2 Inst. 240. The law always abhors delays.

LEX DOMICILII. The law of the domicile. 2 Kent, Comm. 112, 433.

LEX EST AB ÆTERNO. Law is from everlasting.

A strong expression to denote the remote antiquity of the law. Jenk.Cent. p. 34, case 66; Branch, Princ.

LEX EST DICTAMEN RATIONIS. Law is the dictate of reason. Jenk.Cent. p. 117, case 33.

The common law will judge according to the law of nature and the public good.

LEX EST NORMA RECTI. Law is a rule of right. Branch, Princ.

LEX EST RATIO SUMMA, QUÆ JUBET QUÆ SUNT UTILIA ET NECESSARIA, ET CONTRARIA PROHIBET. Law is the perfection of reason, which commands what is useful and necessary, and forbids the contrary. Co. Litt. 319b; Id. 97b.

LEX EST SANCTIO SANCTA, JUBENS HONESTA, ET PROHIBENS CONTRARIA. Law is a sacred sanction, commanding what is right, and prohibiting the contrary. 2 Inst. 587; 1 Sharsw. Bla.Comm. 44, n.

LEX EST TUTISSIMA CASSIS; SUB CLYPEO LEGIS NEMO DECIPITUR. Law is the safest helmet; under the shield of the law no one is deceived. 2 Inst. 56.

LEX ET CONSUEUDO PARLIAMENTI. The law and custom (or usage) of parliament.

The houses of parliament constitute a court not only of legislation, but also of justice, and have their own rules, by which the court itself and the suitors therein are governed. May, Parl.Pr. (6th Ed.) 38-61.

LEX ET CONSUEUDO REGNI. The law and custom of the realm. One of the names of the common law. Hale, Com.Law, 52.

It was bad pleading to apply the term to law made by a statute. Pollock, First Book of Jurispr. 250.

LEX FABIA DE PLAGIARIIS. The law providing for the infliction of capital punishment in certain cases. Inst. 4, 18, 10.

LEX FALCIDIA. See Falcidian Law.

LEX FAVET DOTI. Jenk. Cent. 50. The law favors dower. 3 & 4 Will. IV. c. 105.

LEX FINGIT UBI SUBSISTIT ÆQUITAS. 11 Coke, 90. The law makes use of a fiction where equity subsists. Branch, Princ.

LEX FORI. The law of the forum, or court; that is, the positive law of the state, country, or jurisdiction of whose judicial system the court where the suit is brought or remedy sought is an integral part. 2 Kent, Comm. 462.

"Remedies upon contracts and their incidents are regulated and pursued according to the law of the place where the action is instituted, and the *lex loci* has no application." 2 Kent, Comm. 462. "The remedies are to be governed by the laws of the country where the suit is brought; or, as it is compendiously expressed, by the *lex fori*." Bank of United States v. Donnelly, 8 Pet. 361, 372, 8 L.Ed. 974. "So far as the law affects the remedy, the *lex fori*, the law of the place where that remedy is sought, must govern. But, so far as the law of the construction, the legal operation and effect, of the contract, is concerned, it is governed by the *law of the place* where the contract is made." Warren v. Copelin, 4 Metc. (Mass.) 594, 597. The *lex fori*, or law of jurisdiction in which relief is sought controls as to all matters pertaining to remedial as distinguished from substantive rights. Shimonek v. Tillman, 150 Okl. 177, 1 P.2d 154, 156; Sullivan v. McFetridge, Sup., 55 N.Y.S.2d 511, 516. See *Lex Loci Contractus*.

LEX FRANCORUM. The law of the Franks; promulgated by Theodoric I., son of Clovis I., at the same time with the law of the Alemanni and Bavarians. Spelman. This was a different collection from the Salic law.

LEX FRISIONUM. The law of the Frisians, promulgated about the middle of the eighth century. Spelman.

LEX FURIA CANINIA. The Furian Caninian law.

A law passed in the consulship of P. Furius Camillus and C. Caninius Gallus, A.U.C. 752, prohibiting masters

from manumitting by will more than a certain number or proportion of their slaves. This law was abrogated by Justinian. Inst. 1, 7; Heinecc.Elem. lib. 1, tit. 7.

LEX FURIA DE SPONSU. The law limiting the liability of sponsors and fide-promissors to two years, and providing that as between several co-sponsors or co-fide-promissors, the debt should be, *ipso jure*, divided according to the number of the sureties without taking the solvency of individual sureties into account. It applied only to Italy. Sohm, Rom.L. 299, n.; Inst. 3, 20.

LEX FURIA TESTAMENTARIA. A law enacting that a testator might not bequeath as a legacy more than one thousand asses.

LEX GABINIA. A law introducing the ballot in elections.

LEX GENUCIA. A law which entirely forbade the charging or taking of interest for the use of money among Roman citizens, but which was usually and easily evaded, as it did not declare an agreement for interest to be a nullity. See Mackeld. Rom.Law, § 382n.

LEX GOTHICA. The Gothic law, or law of the Goths. First promulgated in writing A.D. 466. Spelman.

LEX HORATIA VALERIA. A law which assured to the tribal assembly its privilege of independent existence. See *Lex Horatii*.

LEX HORATII. An important constitutional statute, taking its name from the consul who secured its enactment, to the effect that all decrees passed in the meetings of the plebeians should be laws for the whole people; formerly they were binding only on the plebeians. Mackeld. Rom.Law, § 32.

LEX HORTENSIA. The law giving the plebeians a full share in the *jus publicum* and the *jus sacrum*. Sand. Just. Introd. § 9.

LEX HOSTILIA DE FURTIS. A Roman law, which provided that a prosecution for theft might be carried on without the owner's intervention. 4 Steph.Comm. (7th Ed.) 118.

LEX IMPERATORIA. The Imperial or Roman law. Quoted under this name, by Fleta, lib. 1, c. 38, § 15; Id. lib. 3, c. 10, § 3.

LEX INTENDIT VICINUM VICINI FACTA SCIRE. The law intends [or presumes] that one neighbor knows what another neighbor does. Co. Litt. 78b.

LEX JUDICAT DE REBUS NECESSARIO FACIENDIS QUASI RE IPSA FACTIS. The law judges of things which must necessarily be done as if actually done. Branch, Princ.

LEX JUDICIALIS. An ordeal.

LEX JULIA. Several statutes bore this name, being distinguished by the addition of words descriptive of their subject matter.

The "*lex Julia de adulteriis*" related to marriage, dower, and kindred subjects. The *lex Julia de ambitu* was a law

LEX JULIA MAJESTATIS

to repress illegal methods of seeking office. Inst. 4, 18. The *lex Julia de annona* was designed to repress combinations for heightening the price of provisions. The "*lex Julia de cessione bonorum*" related to bankruptcies. The *lex Julia de majestate* inflicted the punishment of death on all who attempted anything against the emperor or state. Inst. 4, 18. The *lex Julia de maritandis ordinibus* forbade senators and their children to intermarry with freedmen or infames, and freedmen to marry infames. Sohm, Rom.L. 497. The *lex Julia de residuis* was a law punishing those who gave an incomplete account of public money committed to their charge. Inst. 4, 18. The *lex Julia de peculatu* punished those who had stolen public money or property or anything sacred or religious. Magistrates and those who had aided them in stealing public money during their administration were punished capitally; other persons were deported. Inst. 4, 18, 9. As to *lex Julia et Papia Poppæa*, See *Lex Papia Poppæa*.

LEX JULIA MAJESTATIS. The Julian law of majesty.

A law promulgated by Julius Cæsar, and again published with additions by Augustus, comprehending all the laws before enacted to punish transgressors against the state. Calvin.

LEX JUNIA NORBANA. The law conferring legal freedom on all such freedmen as were *tuitione prætoris*. See *Latini Juniani*.

Lex Junia Velleja conferred the same right on posthumous children born in the lifetime of the testator, but after the execution of the will, as were enjoyed by those born after the death of the testator. Sohm, Rom.L. 463.

LEX JUNIA VELLEJA. A law providing that descendants who became *sui heredes* of the testator otherwise than by birth, as by the death of their father, must be disinherited or instituted heirs in the same way as posthumous children. Campbell, Rom.L. 77.

LEX KANTIÆ. The body of customs prevailing in Kent during the time of Edward I.

A written statement of these customs was sanctioned by the king's justices *in eyre*. They were mainly concerned with the maintenance of a form of land tenure known as gavelkind (*q. v.*). 1 Poll. & Maitl. 166.

LEX LOCI. The law of the place. This may be of several descriptions but, in general, *lex loci* is only used for *lex loci contractus*.

The "lex loci" furnishes the standard of conduct. Russ v. Atlantic Coast Line R. Co., 220 N.C. 715, 18 S.E.2d 130, 131; it governs as to all matters going to the basis of the right of action itself, State of Maryland, for Use of Joynes, v. Coard, 175 Va. 571, 9 S.E.2d 454, 458.

The substantive rights of parties to action are governed by "lex loci" or law of place where rights were acquired or liabilities incurred. Sullivan v. McPetridge, Sup., 55 N. Y.S.2d 511, 516; Gray v. Blight, C.C.A.Colo., 112 F.2d 696, 699.

LEX LOCI ACTUS. The law of the place where the act was done.

LEX LOCI CELEBRATIONIS. The law of the place where a contract is made.

LEX LOCI CONTRACTUS. Used sometimes to denote the law of the place where the contract was made, and at other times to denote the law by which the contract is to be governed, which may or may not be the same as that of the place where it was made. The earlier cases do not regard this distinction. See *Pritchard v. Norton*, 1 S.Ct. 102, 106 U.S. 124, 27 L.Ed. 104; *Pickering v. Fisk*, 6 Vt.

102; *Speed v. May*, 17 Pa. 91, 55 Am.Dec. 540; *Hayward v. Le Baron*, 4 Fla. 404; *Scudder v. Bank*, 91 U.S. 406, 23 L.Ed. 245. See an elaborate collection of cases on conflict of laws, 5 Eng.Rul.Cas. 703-975. The phrase is used, in a double sense, to mean, sometimes, the law of the place where a contract is entered into; sometimes that of the place of its performance. *Security Trust & Savings Bank of Charles City, Iowa v. Gleichmann*, 50 Okl. 441, 150 P. 908, 911, L.R.A.1915F, 1203; *Farm Mortgage & Loan Co. v. Beale*, 113 Neb. 293, 202 N.W. 877, 878; *Bullington v. Angel*, 220 N.C. 18, 16 S.E.2d 411, 412, 136 A.L.R. 1054; it is the place of acceptance. *Sterrett v. Stoddard Lumber Co.*, 150 Or. 491, 46 P.2d 1023, 1029.

LEX LOCI DELICTUS. The law of the place where the crime or wrong took place. More fully expressed by the words *lex loci delicti commissi* (law of the place where a tort is committed), usually written more briefly as *lex loci delicti*, or, sometimes, simply *lex delicti*.

LEX LOCI DOMICILII. The law of the place of domicile.

LEX LOCI REI SITÆ. The law of the place where a thing or subject-matter is situated.

"It is equally settled in the law of all civilized countries that real property, as to its tenure, mode of enjoyment, transfer, and descent, is to be regulated by the *lex loci rei sitæ*." 2 Kent, Comm. 429. The title to realty or question of real estate law can be affected only by the law of the place where the realty is situated. *Colden v. Alexander*, 171 S.W.2d 328, 335, 141 Tex. 134; *United States v. Becktold Co.*, C.C.A.Mo., 129 F.2d 473, 477.

LEX LOCI SOLUTIONIS. The law of the place of solution; the law of the place where payment or performance of a contract is to be made.

LEX LONGOBARDORUM. The law of the Lombards. The name of an ancient code of laws among that people, framed, probably, between the fifth and eighth centuries. It continued in force after the incorporation of Lombardy into the empire of Charlemagne, and traces of its laws and institutions are said to be still discoverable in some parts of Italy.

LEX MANIFESTA. Manifest or open law; the trial by duel or ordeal.

The same with *lex apparens*, (*q. v.*). In King John's charter (chapter 38) and the articles of that charter (chapter 28) the word "*manifestam*" is omitted.

LEX MERCATORIA. The law-merchant.

That system of laws which is adopted by all commercial nations, and constitutes a part of the law of the land. It is part of the common law. *Gates v. Fauvre*, 74 Ind.App. 382, 119 N.E. 155.

LEX NATURALE. Natural law. See *Jus Naturale*.

LEX NECESSITATIS EST LEX TEMPORIS; i. e., INSTANTIS. The law of necessity is the law of the time; that is, of the instant, or present moment. Hob. 159.

LEX NEMINEM COGIT AD VANA SEU INUTILIA PERAGENDA. The law compels no one to do vain or useless things. *Co.Litt. 197b; Broom*,

Max. 252; 5 Coke, 21a; Wing. Max. 600; 3 Sharsw.Bla.Comm. 144; 2 Bingh.N.C. 121; 13 East 420; Trustees of Huntington v. Nicoll, 3 Johns. (N.Y.) 598; Lucas v. Board of Canvassers of Lincoln County, 116 W.Va. 427, 181 S.E. 77, 78; Baker v. Happ, 114 Ind.App. 591, 54 N.E.2d 123, 126.

LEX NEMINEM COGIT OSTENDERE QUOD NESCIRE PRÆSUMITUR. Lofft, 569. The law compels no one to show that which he is presumed not to know.

LEX NEMINI FACIT INJURIAM. The law does injury to no one. Branch, Princ.; Brown's Appeal, 66 Pa. 157.

LEX NEMINI OPERATUR INIQUUM. The law works injustice to no one. Jenk.Cent. p. 18, case 33.

LEX NEMINI OPERATUR INIQUUM, NEMINI FACIT INJURIAM. The law never works an injury, or does a wrong. Jenk.Cent. 22.

LEX NIL FACIT FRUSTRUM. The law does nothing in vain. Jenk.Cent. p. 12, case 19; Broom, Max. 252; 1 Vent. 417.

LEX NIL FACIT FRUSTRUM, NIL JUBET FRUSTRUM. The law does nothing and commands nothing in vain. 3 Bulstr. 279; Jenk. Cent. 17.

LEX NIL FRUSTRUM JUBET. The law commands nothing vainly. 3 Bulst. 280.

LEX NON A REGE EST VIOLANDA. Jenk. Cent. 7. The law is not to be violated by the king.

LEX NON COGIT AD IMPOSSIBILIA. The law does not compel the doing of impossibilities. Broom, Max. 242; Hob. 96; Co. Litt. 231b; 1 Bouv. Inst. n. 851; Wells v. Burbank, 17 N.H. 411.

LEX NON CURAT DE MINIMIS. Hob. 88. The law cares not about trifles. The law does not regard small matters.

LEX NON DEFICIT IN JUSTITIA EXHIBENDA. The law does not fail in showing justice. Jenk. Cent. p. 31, case 61.

LEX NON EXACTE DEFINIT, SED ARBITRIO BONI VIRI PERMITTIT. The law does not define exactly, but trusts in the judgment of a good man. Bissell v. Briggs, 9 Mass. 475, 6 Am.Dec. 88.

LEX NON FAVET DELICATORUM VOTIS. The law favors not the wishes of the dainty. Broom, Max. 379; 9 Coke, 58.

LEX NON INTENDIT ALIQUID IMPOSSIBILE. The law does not intend anything impossible. 12 Coke, 89a. For otherwise the law should not be of any effect.

LEX NON PATITUR FRACTIONES ET DIVISIONES STATUUM. The law does not suffer fractions and divisions of estates. Branch, Princ.; 1 Coke, 87a.

LEX NON PRÆCIPIT INUTILIA, QUIA INUTILIS LABOR STULTUS. The law commands not useless things, because useless labor is foolish. Co. Litt. 197; 5 Co. 89a; Mowry's Case, 112 Mass. 400.

LEX NON REQUIRIT VERIFICARI QUOD APARET CURIÆ. The law does not require that to be verified [or proved] which is apparent to the court. 9 Coke, 54b.

LEX NON SCRIPTA. The unwritten or common law, which includes general and particular customs, and particular local laws. 1 Steph.Com. 40-68.

LEX ORDINANDI. The same as *lex fori*, (q. v.).

LEX PAPIA POPPÆA. The Papian Poppæan law.

A law proposed by the consuls Papius and Poppæus at the desire of Augustus, A.U.C. 762, enlarging the *Lex Prætoriana* (q. v.) Inst. 3, 8, 2. The law which exempted from tutelage women who had three children. It is usually considered with the *Lex Julia de maritandis ordinibus* as one law.

LEX PATRIÆ. National law. See Meili, Intern. Law 119.

LEX PETRONIA. The law forbidding masters to expose their slaves to contests with wild beasts. Inst. 1, 8.

LEX PLÆTORIA. A law designed for the protection of minors against frauds and allowing them in certain cases to apply for the appointment of a guardian. Inst. 1, 23.

LEX PLAUTIA. The law which conferred the full rights of citizenship on Italy below the Po. Sand. Just. Introd. § 11.

LEX PLUS LAUDATUR QUANDO RATIONE PROBATUR. The law is the more praised when it is approved by reason. Broom, Max. 159; 3 Term 146; 7 Term 252; 7 A. & E. 657.

LEX POETELIA. The law abolishing the right of a creditor to sell or kill his debtor. Sohm. Rom. L. 210.

LEX POMPEIA DE PARRICIDIIS. The law which inflicted a punishment on one who had caused the death of a parent or child.

The offender was by this law to be sewn up in a sack with a dog, a cock, a viper, and an ape, and thrown into the sea or a river, so that even in his lifetime he might begin to be deprived of the use of the elements; that the air might be denied him whilst he lived and the earth when he died. Inst. 4, 18, 6.

LEX POSTERIOR DEROGAT PRIORI. A later statute takes away the effect of a prior one. But the later statute must either expressly repeal, or be manifestly repugnant to, the earlier one. Broom, Max. 29; Mackeld. Rom. Law, § 7.

LEX PRÆTORIA. The prætorian law. A law by which every freedman who made a will was commanded to leave a moiety to his patron. Inst. 3, 8, 1. The term has been applied to the rules that govern in a court of equity. Gilb.Ch. pt. 2.

LEX PROSPICIT

LEX PROSPICIT, NON RESPICIT. Jenk.Cent. 284. The law looks forward, not backward.

LEX PUBLILIA. The law providing that the *plebiscita* should bind the whole people. Inst. 1, 2.

The *lex Publilia de sponsu* allowed sponsors, unless reimbursed within six months, to recover from their principal by a special *actio* what they had paid.

LEX PUNIT MENDACIUM. The law punishes falsehood. Jenk.Cent. p. 15, case 26.

LEX REGIA. The royal or imperial law. A law enacted (or supposed or claimed to have been enacted) by the Roman people, constituting the emperor a source of law, conferring the legislative power upon him, and according the force and obligation of law to the expression of his mere will or pleasure. See Inst. 1, 2, 6; Gaius, 1, 5; Mackeld. Rom. Law, § 46; Heinecc. Rom. Ant. 1. 1, tit. 2, §§ 62-67; 1 Kent, Comm. 544, note.

LEX REI SITÆ. The law of the place of situation of the thing. It is said to be an inexact mode of expression; *lex situs*, or *lex loci rei sitæ* are better. 29 L.Q.R. 2 (H. Gondy).

LEX REJICIT SUPERFLUA, PUGNANTIA, INCONGRUA. Jenk.Cent. 133. The law rejects superfluous, contradictory, and incongruous things.

LEX REPROBAT MORAM. Jenk.Cent. 35. The law dislikes delay.

LEX RESPICIT ÆQUITATEM. Co.Litt. 24b. The law pays regard to equity. See 14 Q.B. 504, 511, 512; Broom, Max. 151.

LEX RHODIA. See Rhodian Laws.

LEX ROMANA. See Civil Law; Roman Law.

LEX SACRAMENTALIS. Purgation by oath.

LEX SALICA. See Salic Law.

LEX SCRIBONIA. The law abolishing the *usucapio servitutis*. Sohm, Rom.L. 265.

LEX SCRIPTA. Written law; law deriving its force, not from usage, but from express legislative enactment; statute law. 1 Bl.Comm. 62, 85.

LEX SCRIPTA SI CESSET, ID CUSTODIRI OPORTET QUOD MORIBUS ET CONSUETUDINE INDUCTUM EST; ET, SI QUA IN RE HOC DEFECERIT, TUNC ID QUOD PROXIMUM ET CONSEQUENS EI EST; ET, SI ID NON APPAREAT, TUNC JUS QUO URBS ROMANA UTITUR SERVARI OPORTET. 7 Coke, 19. If the written law be silent, that which is drawn from manners and custom ought to be observed; and, if that is in any manner defective, then that which is next and analogous to it; and, if that does not appear, then the law which Rome uses should be followed.

This maxim of Lord Coke is so far followed at the present day that, in cases where there is no precedent of the English courts, the civil law is always heard with respect, and often, though not necessarily, followed. Wharton.

LEX SEMPER DABIT REMEDIUM. The law will always give a remedy. Branch, Princ.; Broom, Max. 192; Bac.Abr. *Actions in general* (B); 12 A. & E. 266; 7 Q.B. 451.

LEX SEMPER INTENDIT QUOD CONVENIT RATIONI. Co.Litt. 78b. The law always intends what is agreeable to reason.

LEX SEMPRONIA. The law preventing senators from being judges and allowing the office to the knights. Sand.Just. Introd. § 12.

LEX SILIA. A law concerning personal actions. Sohm, Rom.L. 155.

LEX SITUS. Modern law Latin for "the law of the place where property is situated." The general rule is that lands and other immovables are governed by the *lex situs*; *i. e.*, by the law of the country in which they are situated. Westl.Priv. Int.Law, 62.

LEX SPECTAT NATURÆ ORDINEM. The law regards the order of nature. Co.Litt. 197b; Broom, Max. 252.

LEX SUCCURRIT IGNORANTI. Jenk. Cent. 15. The law assists the ignorant.

LEX SUCCURRIT MINORIBUS. The law aids minors. Jenk. Cent. p. 51, case 97.

LEX TALIONIS. The law of retaliation; which requires the infliction upon a wrongdoer of the same injury which he has caused to another.

Expressed in the Mosaic law by the formula, "an eye for an eye; a tooth for a tooth," etc. In modern international law, the term describes the rule by which one state may inflict upon the citizens of another state death, imprisonment, or other hardship, in retaliation for similar injuries imposed upon its own citizens.

LEX TERRÆ. The law of the land. The common law, or the due course of the common law; the general law of the land. Bract. fol. 17b. Equivalent to "due process of law." In the strictest sense, trial by oath; the privilege of making oath.

Bracton uses the phrase to denote a freeman's privilege of being sworn in court as a juror or witness, which jurors convicted of perjury forfeited, (*legem terræ amittant*.) Bract. fol. 292b. The phrase means "the procedure of the old popular law." Thayer, Evid. 201, quoting Brunner, Schw. 254, and Fortesq. *de Laud.* c. 26 (Selden's notes).

LEX UNO ORE OMNES ALLOQUITUR. The law addresses all with one [the same] mouth or voice. 2 Inst. 184.

LEX VIGILANTIBUS, NON DORMIENTIBUS, SUBVENIT. Law assists the wakeful, not the sleeping. 1 Story, Cont. § 529.

LEX VOCONIA. A *plebiscitum* forbidding a legatee to receive more than each heir had. Inst. 2, 22.

LEX WALLENSICA. The Welsh law; the law of Wales. Blount.

LEX WISIGOTHORUM. The law of the Visigoths, or Western Goths who settled in Spain;

first reduced to writing A. D. 466. A revision of these laws was made by Egigas. Spelman.

LEY. L. Fr. (A corruption of *loi*.) Law; the law. For example, *Termes de la Ley*, Terms of the Law.

In another, and an old technical, sense, *ley* signifies an oath, or the oath with purgators; as, *il tend sa ley au pleyntiffe*. Britton, c. 27.

In Spanish law. A law; the law; law in the abstract.

LEY CIVILE. In old English law. The civil or Roman law. Yearb. H. 8 Edw. III. 42. Otherwise termed "*ley escripte*," the written law. Yearb. 10 Edw. III. 24.

LEY GAGER. Law wager; wager of law; the giving of gage or security by a defendant that he would make or perfect his law at a certain day. Litt. § 514; Co. Litt. 294b, 295a.

An offer to make an oath denying the cause of action of the plaintiff, confirmed by purgators, which oath was allowed in certain cases. When it was accomplished, it was called the "doing of the law," "*jesans de ley*." *Termes de la Ley*; 2 B. & C. 538; 3 B. & P. 297.

LEYES DE ESTILO (or ESTILLO). In Spanish law. Laws of the age.

A collection of laws usually published as an appendix to the *Fuero Real*; treating of the mode of conducting suits, prosecuting them to judgment, and entering appeals. Schm. Civil Law, Introd. 74. Formed under the authority of Alonzo X. and his son Sancho, and of Fernando el Emplazado, and published at the end of the 13th century or beginning of the 14th; some of them are inserted in the *New Recopilacion*. 1 *New Recop.* 354.

LEZE MAJESTY, or LESE MAJESTY. An offense against sovereign power; treason; rebellion.

LIABILITY. The word is a broad legal term. *Mayfield v. First Nat. Bank of Chattanooga, Tenn.*, C.C.A.Tenn., 137 F.2d 1013, 1019. It has been referred to as of the most comprehensive significance, including almost every character of hazard or responsibility, absolute, contingent, or likely. *Wentz v. State*, 108 Neb. 597, 188 N.W. 467, 468.

It has been defined to mean: all character of municipal debts and obligations, *Washington Water Power Co. v. City of Coeur d'Alene, Idaho*, D.C.Idaho, 9 F.Supp. 263, 271; *Public Market Co. of Portland v. City of Portland*, 171 Or. 522, 130 P.2d 624, 643, 646; amenability or responsibility, *Eberhard v. Aetna Ins. Co.*, 235 N.Y.S. 445, 447, 134 Misc. 386; an obligation, one is bound in law or justice to perform, *Murphy v. Chicago League Ball Club*, 221 Ill.App. 120, 126; *State ex rel. Diederichs v. Board of Trustees of Missoula County High School*, 91 Mont. 300, 7 P.2d 543, 545. An obligation which may or may not ripen into a debt, *Brogan v. Ferguson*, 101 Fla. 1306, 131 So. 171, 173. Any kind of debt or liability, either absolute or contingent, express or implied, *Public Market Co. of Portland v. City of Portland*, 171 Or. 522, 130 P.2d 624, 643, 646; any liability whatsoever, *In re Tatnall*, 102 N.J. Eq. 445, 141 A. 174, 175; condition of being actually or potentially subject to an obligation, *Enyeart v. City of Lincoln*, 136 Neb. 146, 285 N.W. 314, 318; condition of being exposed to the upspringing of an obligation to discharge or make good an undertaking of another, or a loss or deficit, or the being exposed or subject to a given contingency, risk, or casualty which is more or less probable, *First National Bank of East Islip v. National Surety Co.*, 228 N.Y. 469, 127 N.E. 478, 480; *United States Fidelity & Guaranty Co. v. Haney*, 166 Minn. 403, 208 N.W. 17; condition of being responsible for a possible or actual loss, penalty, evil, expense, or burden, *Wentz v. State*, 108 Neb. 597, 188 N.W. 467, 468; condition which creates a duty to

perform an act immediately or in the future, *Union Oil Co. of California v. Basalt Rock Co.*, 30 Cal.App.2d 317, 86 P. 2d 139, 141; duty to pay money or perform some other service, *Dehne v. Hillman Inv. Co.*, C.C.A.Pa., 110 F.2d 456, 458; duty which must at least eventually be performed, *Vandegrift v. Riley*, Cal.Sup., 16 P.2d 734, 736; estate tax, *Lyeth v. Hoey*, C.C.A.N.Y., 112 F.2d 4, 6; every kind of legal obligation, responsibility, or duty, *Mayfield v. First Nat. Bank of Chattanooga, Tenn.*, C.C.A.Tenn., 137 F.2d 1013, 1019; fixed liability, *Vandegrift v. Riley*, Cal.Sup., 16 P.2d 734, 736; *Ivester v. State ex rel. Gillum*, 183 Okl. 519, 83 P.2d 193, 196; legal responsibility, *Clark v. Lowden*, D.C.Minn., 43 F.Supp. 261, 263; *McCullough v. National Bank of Union City*, 127 Pa.Super. 452, 193 A. 65, 66; penalty for failure to pay tax when due, *State v. Fischl*, 94 Mont. 92, 20 P.2d 1057, 1059; present, current, future, fixed or contingent debts, *Erickson v. Grande Ronde Lumber Co.*, 162 Or. 556, 92 P.2d 170, 174; punishment, *Holliman v. Cole*, 168 Okl. 473, 34 P.2d 597, 599; responsibility for torts, *Italiani v. Metro-Goldwyn-Mayer Corporation*, 45 Cal.App.2d 464, 114 P.2d 370, 372; tax, *State ex rel. DuFresne v. Leslie*, 100 Mont. 449, 50 P.2d 959, 963, 101 A.L.R. 1329; *Thompson v. Smith*, 189 Okl. 217, 114 P.2d 922, 924; that which one is under obligation to pay, or for which one is liable, *Reconstruction Finance Corporation v. Gossett, Tex.*, 111 S.W.2d 1066; *Boney v. Central Mut. Ins. Co. of Chicago*, 213 N.C. 470, 196 S.E. 837, 842; the state of being bound or obliged in law or justice to do, pay, or make good something. *Fell v. City of Coeur d'Alene*, 23 Idaho 32, 129 P. 643, 649, 43 L.R.A.N. S., 1095; *Breslaw v. Rightmire*, 196 N.Y.S. 539, 541, 119 Misc. 833; the state of one who is bound in law and justice to do something which may be enforced by action. *Fidelity Coal Co. v. Diamond*, 310 Ill.App. 387, 34 N.E.2d 123; *Clark v. Lowden*, D.C.Minn., 43 F.Supp. 261, 263; *McCullough v. National Bank of Union City*, 127 Pa.Super. 452, 193 A. 65, 66; unliquidated claim, *Stephens v. Duckworth*, 188 Miss. 626, 196 So. 219, 221; unpaid debt, *Comstock v. Morgan Park Trust & Savings Bank*, 367 Ill. 276, 11 N.E.2d 394, 396.

The term is therefore broader than the word "debt," or "indebtedness," and includes in addition existing obligations, which may or may not in the future eventuate in an indebtedness. *Daniels v. Goff*, 192 Ky. 15, 232 S.W. 66, 67; *Irving Bank-Columbia Trust Co. v. New York Ry. Co.*, D.C.N.Y., 292 F. 429, 433.

The word is not synonymous with "loss" or "damage," and under an automobile insurance policy insuring against "liabilities," there may be recovery without allegation or proof that insured has been required to pay any sum, whereas under a policy covering "actual loss or damage," no obligation arises till insured has suffered loss or damage. *Ducommun v. Strong*, 193 Wis. 179, 214 N.W. 616; *Stag Mining Co. v. Missouri Fidelity & Casualty Co.*, Mo. App., 209 S.W. 321, 323.

Existing liability. See Existing Liabilities.

Legal liability. See Legal Liability.

Liability bond. See Bond.

Limited liability. See Limited Liability.

Personal liability. See Personal Liability.

Secondary liability. See Secondary Liability.

Strict liability. See Strict Liability.

LIABILITY CREATED BY STATUTE. One depending for its existence on the enactment of the statute, and not on the contract of the parties. *Dietrich v. Copeland Lumber Co.*, 154 P. 626, 628, 28 Idaho 312. One which would not exist but for the statute. *Frank Shepard Co. v. Zachary P. Taylor Pub. Co.*, 138 N.E. 409, 410, 234 N.Y. 465; *Canon v. Miller*, 22 Wash.2d 227, 155 P.2d 500, 507, 508, 157 A.L.R. 530.

LIABILITY FOR DAMAGES. Liability for an amount to be ascertained by trial of the facts in particular cases. *Hurt v. Pennsylvania Thresher-*

LIABILITY

men & Farmers' Casualty Ins. Co., 175 Md. 403, 2 A.2d 402, 406.

Liability Imposed by Law. Liability imposed in a definite sum by a final judgment against assured. *Girard v. Commercial Standard Ins. Co.*, 66 Cal. App.2d 483, 152 P.2d 509, 513; total liability imposed by law upon a person. *Schwartz v. Merola Bros. Const. Corporation*, 290 N.Y. 145, 48 N.E.2d 299, 303.

LIABILITY INSURANCE. Indemnity against liability, *Zieman v. U. S. Fidelity & Guaranty Co. of Baltimore, Md.*, 214 Iowa 468, 238 N.W. 100, 102. *Twichell v. Hetzel*, 145 Kan. 139, 64 P.2d 557, 559; Indemnity against loss or liability. *Employers' Liability Assur. Corporation, Limited, of London, England v. C. E. Carnes & Co.*, D.C.La., 24 F.Supp. 128, 135; *State ex rel. Travelers' Indemnity Co. v. Knott*, 114 Fla. 820, 153 So. 304, indemnity against loss through liability. *Trandum v. Trandum*, 187 Minn. 327, 245 N.W. 380, 381. *Martin v. Zurich General Accident & Liability Ins. Co.*, C.C.A.R.I., 84 F.2d 618. See, also, Insurance.

LIABLE. 1. Bound or obliged in law or equity; responsible; chargeable; answerable; compellable to make satisfaction, compensation, or restitution. *Homan v. Employers Reinsurance Corporation*, 345 Mo. 650, 136 S.W.2d 289, 298, 127 A.L.R. 163; *State v. Albert*, 125 Me. 325, 133 A. 693, 694. Obligated; accountable for or chargeable with. *Wilhelm v. Parkersburg, M. & I. Ry. Co.*, 74 W.Va. 678, 82 S.E. 1089, 1091.

2. Exposed or subject to a given contingency, risk, or casualty, which is more or less probable. *Jennings v. National American, Mo.App.*, 179 S.W. 789; *Pacific Fire Ins. Co. v. Murdoch Cotton Co.*, 193 Ark. 327, 99 S.W.2d 233, 235. Exposed, as to damage, penalty, expense, burden, or anything unpleasant or dangerous; justly or legally responsible or answerable. *Breslaw v. Rightmire*, 196 N.Y.S. 539, 541, 119 Misc. 833.

3. Condition of being bound to respond because a wrong has occurred. *State v. Grand Forks County*, 71 N.D. 355, 300 N.W. 827, 831. Condition out of which a legal liability might arise. *Pacific Fire Ins. Co. v. Murdoch Cotton Co.*, 193 Ark. 327, 99 S.W.2d 233, 235.

4. Future possible or probable happening which may not actually occur, and relates to an occurrence within the range of possibility. *Alabama Great Southern R. Co. v. Smith*, 209 Ala. 301, 96 So. 239, 240; *Pacific Fire Ins. Co. v. Murdoch Cotton Co.*, 99 S.W.2d 233, 235, 193 Ark. 327.

5. In all probability. *Neely v. Chicago Great Western R. Co.*, Mo.App., 14 S.W.2d 972, 978.

LIABLE FOR SUCH TAX. Subject to a tax. *Houston Street Corporation v. Commissioner of Internal Revenue*, C.C.A.Tex., 84 F.2d 821, 822.

LIABLE TO ACTION. Liable to judgment in given action. *Haas v. New York Post Graduate Medical School and Hospital*, 226 N.Y.S. 617, 620, 131 Misc. 395.

LIABLE TO PENALTY. Subject to penalty. *The Motorboat*, D.C.N.J., 53 F.2d 239, 241.

LIARD. An old French coin, of silver or copper, formerly current to a limited extent in England, and there computed as equivalent to a farthing.

LIBEL, v.

Admiralty Practice. To proceed against, by filing a libel; to seize under admiralty process, at the commencement of a suit.

Torts. To defame or injure a person's reputation by a published writing.

LIBEL, n.

In Practice. The initiatory pleading on the part of the plaintiff or complainant in an admiralty or ecclesiastical cause, corresponding to the declaration, bill, or complaint.

A written statement by a plaintiff of his cause of action, and of the relief he seeks to obtain in a suit. *Aylliffe, Par. 346; Shelf. Marr. & D. 506; Dunl. Adm. Pr. 111.*

In Scotch Law. The form of the complaint or ground of the charge on which either a civil action or criminal prosecution takes place. Bell. A libel of accusation is the instrument which contains the charge against a person accused of a crime. Libels are of two kinds, namely, indictments and criminal letters.

In Torts. A method of defamation expressed by print, writing, pictures, or signs. *Spence v. Johnson*, 142 Ga. 267, 82 S.E. 646, 647, Ann.Cas.1916A, 1195. In its most general sense any publication that is injurious to the reputation of another. *Ajouelo v. Auto-Soler Co.*, 61 Ga.App. 216, 6 S.E. 2d 415, 418. *Flake v. Greensboro News Co.*, 212 N.C. 780, 195 S.E. 55, 60. Libel is written defamation. *Locke v. Gibbons*, 299 N.Y.S. 188, 192, 193, 164 Misc. 877. Defamatory words read aloud by speaker from written article and broadcast by radio constitute libel. *Sorensen v. Wood*, 123 Neb. 348, 243 N.W. 82; *Hartman v. Winchell*, 73 N.E.2d 30, 296 N.Y. 296.

Accusation in writing or printing against the character of a person which affects his reputation, in that it tends to hold him up to ridicule, contempt, shame, disgrace, or obloquy, to degrade him in the estimation of the community, to induce an evil opinion of him in the minds of right-thinking persons, to make him an object of reproach, to diminish his respectability or abridge his comforts, to change his position in society for the worse, to dishonor or discredit him in the estimation of the public, or his friends and acquaintances, or to deprive him of friendly intercourse in society, or cause him to be shunned or avoided, or where it is charged that one has violated his public duty as a public officer. *Stevens v. Wright*, 107 Vt. 337, 179 A. 213, 217.

Almost any language which upon its face has a natural tendency to injure a man's reputation, either generally or with respect to his occupation. *Washer v. Bank of America Nat. Trust & Savings Ass'n*, 21 Cal.2d 822, 136 P.2d 297, 300, 155 A.L.R. 1338.

Censorious or ridiculing writing, picture, or sign made with a mischievous intent. *People v. Crowell*, 3 Johns. Cas. (N.Y.) 354; *Steele v. Southwick*, 9 Johns. (N.Y.) 215; *McCorkle v. Binns*, 5 Bin. (Pa.) 348, 6 Am.Dec. 420.

Disparagement of goods is a form of libel. *Black & Yates v. Mahogany Ass'n*, D.C.Del., 34 F.Supp. 450, 456.

False accusation which dishonors or discredits a man in estimate of public or his friends and acquaintances or has a reasonable tendency to do so. *Stoll v. Long Islander Pub. Co., Sup.*, 40 N.Y.S.2d 412, 413.

False and malicious publication, which charges an offense punishable by indictment, or which tends to bring

Individual into public hatred, contempt, or ridicule, or charges an act odious and disgraceful in society. *White v. Birmingham Post Co.*, 233 Ala. 547, 172 So. 649, 651.

False and malicious publication intended to injure reputation or expose person to public contempt or ridicule. *Woolf v. Scripps Pub. Co.*, 35 Ohio App. 343, 172 N.E. 389, 390; *O'Brien v. Clement*, 15 Mees. & W. 435. Or a written statement, injurious to his trade. 7 App.Cas. 741.

False and malicious publication which tends to blacken the memory of one who is dead or to degrade or injure one who is alive, or bring him in contempt, hatred, or ridicule, or which accuses him of any crime punishable by law, or of any act odious or disgraceful to society. *Cole v. Commonwealth*, 222 Ky. 350, 300 S.W. 907, 910; *Wells v. Times Printing Co.*, 77 Wash. 171, 137 P. 457, 459.

False and malicious writing published of another when its tendency is to render him contemptible or ridiculous in public estimation, or expose him to public hatred or contempt; *Wood v. Hannett*, 35 N.M. 23, 289 P. 590, 592; *Talbot v. Mack*, 41 Nev. 245, 169 P. 25, 30; or hinder virtuous men from associating with him. *Wood v. Hannett*, 35 N.M. 23, 289 P. 590, 592; *Burns v. Telegram Pub. Co.*, 89 Conn. 549, 94 A. 917, 918.

False publication that humiliates a person and degrades one in the estimation of others and subjects a person to loss of social prestige. *Ransom v. Matson Nav. Co.*, D.C. Wash., 1 F.Supp. 244, 247.

False and unprivileged publication by writing, printing, pictures, effigy or other fixed representation to the eye which exposes any person to hatred, contempt, ridicule or obloquy or which causes him to be shunned or avoided, or which has a tendency to injure him in his occupation. *Civ.Code Cal.* § 45; *Penal Law N.Y.* (Consol.Laws, c. 40) § 1340; *Civ.Code S.D.* § 29 (Rev.Code 1919, § 95); *Comp. Laws N.D.* 1913, § 4352; *Ajouelo v. Auto-Soler Co.*, 61 Ga. App. 216, 6 S.E.2d 415, 418.

False and unprivileged publication, which tends to impair the social standing of a man, to make him contemptible or ridiculous, or to deprive him of the confidence, good will, or esteem of his fellow men. *Robinson v. Johnson*, C.C.A.Mo., 239 F. 671, 673.

Malicious defamation, expressed either by writing, printing, or by signs or pictures, or the like, tending to blacken the memory of one who is dead, or to impeach the honesty, integrity, virtue, or reputation, or publish the natural or alleged defects, of one who is alive, and thereby to expose him to public hatred, contempt, or ridicule. *Pen.Code Cal.* § 248; *Bac.Abr.* tit. "Libel;" 1 *Hawk.P.C.* 1, 73, § 1; *Brown v. Elm City Lumber Co.*, 167 N.C. 9, 82 S.E. 961, 962, L.R.A.1915E, 275, Ann.Cas.1916E, 631; *Ilitzky v. Goodman*, 57 Ariz. 216, 112 P.2d 860, 862, 863.

Malicious defamation of person by printing, writing, sign, picture, representation, or effigy tending to provoke him to wrath or expose him to public hatred, contempt, or ridicule, or to deprive him of benefits of public confidence and social intercourse. *Hylsky v. Globe Democrat Pub. Co.*, 348 Mo. 83, 152 S.W.2d 119, 122; *Shaw Cleaners & Dyers v. Des Moines Dress Club*, 215 Iowa 1130, 245 N.W. 231, 234, 86 A.L.R. 839.

Malicious falsehood expressed by writing, printing, or by signs or pictures, which tends to bring any person into disrepute, contempt or ridicule. *Ilitzky v. Goodman*, 57 Ariz. 216, 112 P.2d 860, 862, 863.

Malicious publication tending either to blacken or injure the memory of one dead or the reputation of one alive and expose him to public hatred, contempt or ridicule. *Sarkees v. Warner-West Corporation*, 349 Pa. 365, 37 A.2d 544, 546; *Renfro Drug Co. v. Lawson*, 138 Tex. 434, 160 S.W.2d 246, 248, 146 A.L.R. 732; *Hinson v. Pollock*, 159 Tenn. 1, 15 S.W.2d 737, 738.

Printed or written article which has a tendency to expose one to public contempt, scorn, obloquy, ridicule, shame or disgrace, or tending to induce an evil opinion of him in the minds of right thinking persons, or injure him in his profession, occupation, or trade. *Dall v. Time, Inc.*, 300 N.Y.S. 680, 684, 685, 252 App.Div. 636.

Printed or written article which tends to expose plaintiff to public contempt, ridicule, aversion, or disgrace, or induce an evil opinion of him in the minds of right-thinking persons and deprives him of their friendly intercourse

in society. *Neaton v. Lewis Apparel Stores*, 48 N.Y.S.2d 492, 495, 267 App.Div. 728.

Printed or written statement which falsely and maliciously charges another with the commission of a crime. *Duncan v. Record Pub. Co.*, 145 S.C. 196, 143 S.E. 31, 58; *Peinhardt v. West*, 217 Ala. 12, 115 So. 88, 89.

Publication by any means other than words orally spoken of any false and scandalous matter with intent to injure or defame another. L.O.L. Or. § 1930 (Code 1930, § 14-238).

Publication that tends to disgrace, degrade, or injure reputation of person or bring him into contempt, hatred, or ridicule. *Cummins v. State*, 166 N.E. 155, 157, 89 Ind. App. 256; *Axton Fisher Tobacco Co. v. Evening Post Co.*, 169 Ky. 64, 183 S.W. 269, 274, L.R.A.1916E, 667, Ann.Cas. 1918B, 560.

Publication which falsely charges or imputes dishonesty, or engagement in fraudulent enterprises of such a nature as reflects on the character and integrity of a person, and to subject him to the loss of public confidence and respect. *Smith v. Pure Oil Co.*, 278 Ky. 430, 128 S.W.2d 931, 932.

That which is written or printed, and published, calculated to injure the character or reputation of another by bringing him into ridicule, hatred, or contempt. *Palmer v. Concord*, 48 N.H. 211, 97 Am.Dec. 605; *Collins v. Dispatch Pub. Co.*, 152 Pa. 187, 25 A. 546, 34 Am.St.Rep. 636; *Hartford v. State*, 96 Ind. 463, 49 Am.Rep. 185; 15 M. & W. 344; *Hughes v. Samuels Bros.*, 179 Iowa, 1077, 159 N.W. 589, 590, L.R.A.1917F, 1088.

Writing that discredits plaintiff in minds of any considerable and respectable class in the community. *Streeter v. Eldridge*, 311 Mass. 180, 40 N.E.2d 254, 255.

Libels have been classified according to their objects: (1) Libels which impute to a person the commission of a crime; (2) libels which have a tendency to injure him in his office, profession, calling, or trade; (3) libels which hold him up to scorn and ridicule and to feelings of contempt or execration, impair him in the enjoyment of general society, and injure those imperfect rights of friendly intercourse and mutual benevolence which man has with respect to man. *Newell, Slan. & L.* 67.

Criminal libel. See Criminal.

Seditious libel. See Seditious Libel.

LIBEL OF REVIEW. New proceeding instituted to attack final decree after expiration of term and right to appeal. *The Astorian*, C.C.A.Cal., 57 F.2d 85, 87.

LIBELANT. The complainant or party who files a libel in an ecclesiastical or admiralty case, corresponding to the plaintiff in actions at law.

LIBELEEE. A party against whom a libel has been filed in an ecclesiastical court or in admiralty, corresponding to the defendant in a common-law action.

LIBELLUS. Lat.

In civil law. A little book.

Libellus supplex, a petition, especially to the emperor, all petitions to whom must be in writing. *Libellum rescribere*, to mark on such petition the answer to it. *Libellum agere*, to assist or counsel the emperor in regard to such petitions. *Libellus accusatorius*, an information and accusation of a crime. *Libellus divortii*, a writing of divorce. *Libellus rerum*, an inventory. Calvin. *Libellus or oratio consultoria*, a message by which emperors laid matters before the senate. Calvin. *Libellus appellatorius*, an appeal. Calvin.

A writing in which are contained the names of the plaintiff (*actor*) and defendant, (*reus*), the thing sought, the right relied upon, and name of the tribunal before which the action is brought. Calvin.

In Feudal law. An instrument of alienation or conveyance, as of a fief, or a part of it.

LIBELLUS

Also, a bill. Bracton, fol. 112. Sometimes called *libellus conventionis* (q. v.).

LIBELLUS CONVENTIONIS. In the civil law. The statement of a plaintiff's claim in a petition presented to the magistrate, who directed an officer to deliver it to the defendant.

LIBELLUS FAMOSUS. In the civil law. A defamatory publication; a publication injuriously affecting character; a libel. Inst. 4, 4, 1; Dig. 47, 10; Cod. 9, 36.

LIBELOUS. Defamatory; of the nature of a libel; constituting or involving libel. See, also, Libel.

LIBELOUS PER QUOD. Expressions "libelous per quod" are such as require that their injurious character or effect be established by allegation and proof. Talbot v. Mack, 41 Nev. 245, 169 P. 25, 32. They are those expressions which are not actionable upon their face, but which become so by reason of the peculiar situation or occasion upon which the words are written. Oliveros v. Henderson, 116 S.C. 77, 106 S.E. 855, 857; Norton v. Great Atlantic & Pacific Tea Co., 184 S.C. 525, 193 S.E. 126, 128. Publications which are susceptible of two reasonable interpretations, one of which is defamatory and the other is not, or publications which are not obviously defamatory, but which become so when considered in connection with innuendo, colloquium, and explanatory circumstances, Flake v. Greensboro News Co., 212 N.C. 780, 195 S.E. 55, 59.

LIBELOUS PER SE. A publication is libelous *per se* when the words are of such a character that an action may be brought upon them without the necessity of showing any special damage, the imputation being such that the law will presume that any one so slandered must have suffered damage. See Mayrant v. Richardson, 1 Nott. & McC. (S.C.) 349, 9 Am.Dec. 707; Woolworth v. Star Co., 97 App.Div. 525, 90 N.Y.S. 147; Morse v. Times-Republican Printing Co., 124 Iowa 707, 100 N.W. 867. To render words "libelous per se," the words must be of such character that a presumption of law will arise therefrom that the plaintiff has been degraded in the estimation of his friends or of the public or has suffered some other loss either in his property, character, reputation, or business or in his domestic or social relations. Whitaker v. Sherbrook Distributing Co., 189 S.C. 243, 200 S.E. 848, 849. See, also, Actionable Words.

Publications or words have been held libelous per se which charge a public officer with a crime or misdemeanor in office, Sweeney v. Philadelphia Record Co., C.C.A.Pa., 126 F.2d 53, 54, 55; disparage a man in his profession, office, trade or occupation, De Pasquale v. Westchester Newspapers, 8 N.Y.S.2d 829, 831, 170 Misc. 268; Washer v. Bank of America Nat. Trust & Savings Ass'n, 21 Cal.2d 822, 136 P.2d 297, 301, 155 A.L.R. 1338; dishonor or discredit a man in estimate of the public or his friends and acquaintances, or expose him to ridicule, or have a reasonable tendency to do so, O'Leary v. Hearst Magazines, 4 N.Y.S.2d 79, 167 Misc. 481; expose a person to hatred, distrust, contempt, ridicule, or obloquy, or tend to cause him to be shunned or avoided, or to injure him in office, occupation, business, or employment. Layne v. Tribune Co., 108 Fla. 177, 146 So. 234, 236, 86 A.L.R. 466; Harris v.

Curtis Pub. Co., 49 Cal.App.2d 340, 121 P.2d 761, 763, 764; impute crime, Martin v. Markley, 202 La. 291, 11 So.2d 593, 596, 597; Le Moine v. Spicer, 146 Fla. 758, 1 So.2d 730, 731, 732; impute dishonesty, Ripps v. Herrington, 241 Ala. 209, 1 So.2d 899, 902; impute infectious disease, Flake v. Greensboro News Co., 212 N.C. 780, 195 S.E. 55; impute insolvency, Kirkman v. Westchester Newspapers, 24 N.Y.S.2d 860, 864, 261 App.Div. 181; Impute to public officer misconduct in office, want of official integrity or fidelity to public trust, Ziebell v. Lumbermens Printing Co., 14 Wash.2d 261, 127 P.2d 677, 680, 681; may well lead right thinking people to believe public official unworthy of public trust and confidence, Sweeney v. Schenectady Union Pub. Co., C.C.A.N.Y., 122 F.2d 288, 290, 291; tend either to blacken the memory of one dead or the reputation of one who is alive and expose him to public hatred, contempt, or ridicule, Flake v. Greensboro News Co., 212 N.C. 780, 195 S.E. 55; tend to alienate from a business the good will and patronage of a large class of its customers, Emde v. San Joaquin County Central Labor Council, Cal.App., 132 P.2d 279, 286, 287; tend to degrade or disgrace plaintiff or to subject him to public distrust, ridicule, or contempt, Judevine v. Benzies-Montanye Fuel & Warehouse Co., 222 Wis. 512, 269 N.W. 295, 298, 299, 106 A.L.R. 1443; Towles v. Travelers Ins. Co., 282 Ky. 147, 137 S.W.2d 1110, 1111; tend to expose one to public hatred, shame, obloquy, contumely, odium, contempt, ridicule, aversion, ostracism, degradation, or disgrace, or to induce an evil opinion of one in the minds of right-thinking persons, and to deprive one of their confidence and friendly intercourse, Harris v. Twentieth Century Fox Film Corporation, D.C.N.Y., 43 F.Supp. 119, 121, 122; Adle v. Herald Co., Sup., 36 N.Y.S.2d 905, 907; tend to injure plaintiff in his business and occupation and to ruin his name and reputation for honesty, integrity and virtue, and thereby expose him to public hatred, contempt or ridicule, Browder v. Cook, D.C.Idaho, 59 F. Supp. 225, 231, 232; tend to injure reputation and to expose to public hatred, contempt, or shame, Hall v. Binghamton Press Co., Sup., 29 N.Y.S.2d 760, 769, 772.

LIBER, adj. Lat. Free; open and accessible, as applied to courts, places, etc.; of the state or condition of a freeman, as applied to persons. Exempt from the service or jurisdiction of another.

LIBER, n. Lat. A book, of whatever material composed; a main division of a literary work.

LIBER ASSISARUM. The Book of Assizes or pleas of the crown.

A collection of cases that arose on assizes and other trials in the country. It was the fourth volume of the reports of the reign of Edward III. 3 Reeve, Eng.Law, 148.

LIBER AUTHENTICORUM. The authentic collection of the novels of Justinian, so called to distinguish them from the Epitome Juliani. Sohm, Rom. L. 14.

LIBER BANCUS. In old English law. Free bench. Bract. fol. 97b.

LIBER ET LEGALIS HOMO. In old English law. A free and lawful man. A term applied to a juror, or to one worthy of being a jurymen, from the earliest period.

LIBER FEUDORUM. See Feudorum Liber.

LIBER HOMO. See Homo Liber.

LIBER JUDICIALIS OF ALFRED. Alfred's dome-book. See Dombec; Dome-Book.

LIBER JUDICIARUM. The book of judgment, or doom-book. The Saxon Domboc. Conjectured to be a book of statutes of ancient Saxon kings. See Jacob, *Domboc*; 1 Bla. Comm. 64.

LIBER NIGER. Black book or register in the exchequer. Chartularies of abbeys, cathedrals, etc. A name given to several ancient records. See Niger Liber.

LIBER NIGER DOMŪS REGIS. The black book of the king's household.

The title of a book in which there is an account of the household establishment of King Edward IV., and of the several musicians retained in his service, as well for his private amusement as for the service in his chapel. Enc. Lond.

LIBER NIGER SCACCARII. The black book of the exchequer, attributed to Gervase of Tilbury. 1 Reeve, Eng. Law, 220, note.

LIBER RUBER SCACCARII. The red book of the exchequer. 1 Reeve, Eng. Law, 220, note.

LIBERA. Lat. (Feminine of *liber*, *adj.*) Free; at liberty; exempt; not subject to toll or charge.

It is also a livery or delivery of so much corn or grass to a customary tenant, who cut down or prepared the said grass or corn, and received some part or small portion of it as a reward or gratuity. Cowell.

LIBERA BATELLA. In old records. A free boat; the right of having a boat to fish in a certain water; a species of free fishery.

LIBERA CHASEA HABENDA. A judicial writ granted to a person for a free chase belonging to his manor after proof made by inquiry of a jury that the same of right belongs to him. Wharton.

LIBERA ELEEMOSYNA. In old English law. Free alms; frankalmoigne. Bract. fol. 27b.

LIBERA FALDA. In old English law. Frank fold; free fold; free foldage. 1 Leon. 11.

LIBERA LEX. In old English law. Free law; frank law; the law of the land.

The law enjoyed by free and lawful men, as distinguished from such men as have lost the benefit and protection of the law in consequence of crime. Hence this term denoted the *status* of a man who stood guiltless before the law, and was *free*, in the sense of being entitled to its full protection and benefit. *Amittere liberam legem* (to lose one's free law) was to fall from that *status* by crime or infamy. See Co.Litt. 94b.

LIBERA PISCARIA. In old English law. A free fishery. Co. Litt. 122a.

LIBERA WARRENA. In old English law. Free warren, (*q. v.*).

LIBERAL. Free in giving; generous; not mean or narrow-minded; not literal or strict.

LIBERAL CONSTRUCTION OR INTERPRETATION. See Construction.

LIBERAL SYSTEM OF PUBLIC SCHOOLS. Constitutional provision requiring "liberal system of public schools" means that schools shall be liberally maintained and be open to common and general use. *Vincent v. County Board of Education of Talladega County*, 222 Ala. 216, 131 So. 893, 894.

LIBERAM LEGEM AMITTERE. To lose one's free law, (called the villainous judgment,) to be-

come discredited or disabled as juror and witness, to forfeit goods and chattels and lands for life, to have those lands wasted, houses razed, trees rooted up, and one's body committed to prison. It was anciently pronounced against conspirators, but is now disused, the punishment substituted being fine and imprisonment. Hawk. P. C. 61, c. lxxii., s. 9; 3 Inst. 221; *Jones v. Brinkley*, 174 N.C. 23, 93 S.E. 372, 374.

LIBERARE. Lat.

In old English law. To deliver, transfer, or hand over. Applied to writs, panels of jurors, etc. Bract. fols. 116, 176b.

In the civil law. To free or set free; to liberate; to give one his liberty. Calvin.

LIBERATA PECUNIA NON LIBERAT OFFERENTEM. Co. Litt. 207. Money being restored does not set free the party offering.

LIBERATE. In old English practice. An original writ issuing out of chancery to the treasurer, chamberlains, and barons of the exchequer, for the payment of any annual pension, or other sum. Reg. Orig. 193; Cowell.

A writ issued to a sheriff, for the delivery of any lands or goods taken upon forfeits of recognizance. 4 Coke, 64b.

A writ issued to a gaoler for the delivery of a prisoner that had put in ball for his appearance. Cowell.

A writ which issues on lands, tenements, and chattels, being returned under an extent on a statute staple, commanding the sheriff to deliver them to the plaintiff, by the extent and appraisement mentioned in the writ of extent and in the sheriff's return thereto. See Com.Dig. *Statute Staple* (D 6).

LIBERATIO.

In old English law. Livery; money paid for the delivery or use of a thing.

In old Scotch law. Livery; a fee given to a servant or officer. Skene.

Money, meat, drink, clothes, etc., yearly given and delivered by the lord to his domestic servants. Blount.

LIBERATION. In Civil Law. The extinguishment of a contract, by which he who was bound becomes free or liberated. Wolff, *Dr. de la Nat.* § 749. Synonymous with payment. Dig. 50, 16, 47.

LIBERI.

In Saxon law. Freemen; the possessors of allodial lands. 1 Reve, Eng. Law, 5.

In the Civil law. Children. The term included "grandchildren."

LIBERTAS. Lat. Liberty; freedom; a privilege; a franchise.

LIBERTAS ECCLESIASTICA. Church liberty, or ecclesiastical immunity.

LIBERTAS EST NATURALIS FACULTAS EJUS QUOD CUIQUE FACERE LIBET, NISI QUOD DE JURE AUT VI PROHIBETUR. Co. Litt. 116. Liberty is that natural faculty which permits every one to do [for the natural power of doing] anything he pleases except that which is restrained by law or force.

LIBERTAS

LIBERTAS INESTIMABILIS RES EST. Liberty is an inestimable thing; a thing above price. Dig. 50, 17, 106; *Fleta*, lib. 2, c. 51, § 13.

LIBERTAS NON RECIPIT ÆSTIMATIONEM. Freedom does not admit of valuation. Bract. fol. 14.

LIBERTAS OMNIBUS REBUS FAVORABILIOR EST. Liberty is more favored than all things, [anything.] Dig. 50, 17, 122.

LIBERTATES REGALES AD CORONAM SPEC-TANTES EX CONCESSIONE REGUM À CORONÀ EXIERUNT. 2 Inst. 496. Royal franchises relating to the crown have emanated from the crown by grant of kings.

LIBERTATIBUS ALLOCANDIS. A writ lying for a citizen or burgess, impleaded contrary to his liberty, to have his privilege allowed. Reg. Orig. 262.

LIBERTATIBUS EXIGENDIS IN ITINERE. An ancient writ whereby the king commanded the justices in eyre to admit of an attorney for the defense of another's liberty. Reg. Orig. 19.

LIBERTI, LIBERTINI. Lat. In Roman law. Freedmen. The condition of those who, having been slaves, had been made free. 1 Brown, Civ. Law 99.

There seems to have been some difference in the use of these two words; the former denoting the manumitted slaves considered in their relations with their former master, who was now called their "patron;" the latter term applying to them in their *status* in the general social economy of Rome subsequent to manumission. *Lec. El. Dr. Rom.* § 93. See Morey, *Rom.L.* 236.

LIBERTICIDE. A destroyer of liberty.

LIBERTIES. Privileged districts exempt from the sheriff's jurisdiction; as, "gaol liberties." See *Gaol*.

In colonial times, laws, or legal rights resting upon them. The early colonial ordinances in Massachusetts were termed laws and liberties, and the code of 1641 the "Body of Liberties." Com. v. Alger, 7 Cush. (Mass.) 70.

Formerly, political subdivisions of Philadelphia; as, Northern Liberties.

"Liberties" referred to in statute concerning indecent liberties with female child are such as common sense of society would regard as indecent and improper. *People v. Lakin*, 286 Mich. 282, 282 N.W. 149, 150.

LIBERTINUM INGRATUM LEGES CIVILES IN PRISTINAM SERVITUTEM REDIGUNT; SED LEGES ANGLIÆ SEMEL MANUMISSUM SEMPER LIBERUM JUDICANT. Co. Litt. 137. The civil laws reduce an ungrateful freedman to his original slavery; but the laws of England regard a man once manumitted as ever after free.

LIBERTY. Freedom; exemption from extraneous control.

Freedom from all restraints except such as are justly imposed by law. *Ex parte Kreutzer*, 187 Wis. 463, 204 N.W. 595, 604. Freedom from restraint, under conditions essential to the equal enjoyment of the same right by others; free-

dom regulated by law. *Kelly v. James*, 37 S.D. 272, 157 N.W. 990, 991. The absence of arbitrary restraint, not immunity from reasonable regulations and prohibitions imposed in the interests of the community. *Southern Utilities Co. v. City of Palatka*, 86 Fla. 583, 99 So. 236, 240; *Nelsen v. Tilley*, 137 Neb. 327, 289 N.W. 388, 392, 126 A.L.R. 729; *Arnold v. Board of Barber Examiners*, 45 N.M. 57, 109 P.2d 779, 785.

The power of the will to follow the dictates of its unrestricted choice, and to direct the external acts of the individual without restraint, coercion, or control from other persons. See *Booth v. Illinois*, 22 S.Ct. 425, 184 U.S. 425, 46 L.Ed. 623; *Munn v. Illinois*, 94 U.S. 142, 24 L.Ed. 77; *People v. Warden of City Prison*, 51 N.E. 1006, 157 N.Y. 116, 43 L.R.A. 264, 68 Am.St.Rep. 763.

The word "liberty" includes and comprehends all personal rights and their enjoyment. *Rosenblum v. Rosenblum*, 42 N.Y.S.2d 626, 630, 181 Misc. 78. It embraces freedom from duress, *In re Miner*, D.C.Ill., 9 F.Supp. 1, 7; freedom from governmental interference in exercise of intellect, in formation of opinions, in the expression of them, and in action or inaction dictated by judgment, *Zavilla v. Masse*, 112 Colo. 183, 147 P.2d 823, 827; freedom from servitude, imprisonment or restraint, *Committee for Industrial Organization v. Hague*, D.C.N.J., 25 F.Supp. 127, 131, 141; *People v. Wood*, 272 N.Y.S. 258, 151 Misc. 66; freedom in enjoyment and use of all of one's powers, faculties and property, *Grosjean v. American Press Co., La.*, 56 S.Ct. 444, 446, 297 U.S. 233, 80 L.Ed. 660; *City of Mt. Vernon v. Julian*, 369 Ill. 447, 17 N.E.2d 52, 55, 119 A.L.R. 747; freedom of assembly, *Rosenblum v. Rosenblum*, 42 N.Y.S.2d 626, 630, 181 Misc. 78; freedom of citizen from banishment, *Committee for Industrial Organization v. Hague*, D.C.N.J., 25 F.Supp. 127, 141; freedom of conscience, *Gobitis v. Minersville School Dist.*, D.C.Pa., 21 F.Supp. 581, 584, 587; freedom of contract, *State ex rel. Hamby v. Cummings*, 166 Tenn. 460, 63 S.W.2d 515; *State v. Henry*, 37 N.M. 536, 25 P.2d 204, 90 A.L.R. 805; freedom of locomotion or movement, *Commonwealth v. Doe*, 109 Pa.Super. 187, 167 A. 241, 242; *Committee for Industrial Organization v. Hague*, D.C.N.J., 25 F.Supp. 127, 131, 141; freedom of occupation, *Koos v. Saunders*, 349 Ill. 442, 182 N.E. 415, 418; freedom of press, *Commonwealth v. Nichols*, 301 Mass. 584, 18 N.E.2d 166, 167; *Near v. State of Minnesota ex rel. Olson* (Minn.) 51 S.Ct. 625, 628, 283 U.S. 697, 75 L.Ed. 1357; freedom of religion, *Gabrielli v. Knickerbocker*, 12 Cal.2d 85, 82 P.2d 391, 393; *Hamilton v. City of Montrose*, 109 Colo. 228, 124 P.2d 757, 759; *Cantwell v. State of Connecticut*, Conn., 60 S.Ct. 900, 903, 310 U.S. 296, 84 L.Ed. 1213, 128 A.L.R. 1352; freedom of speech, *Ghadiali v. Delaware State Medical Soc.*, D.C.Del., 28 F.Supp. 841, 844; *Carpenters and Joiners Union of America, Local No. 213, v. Ritter's Cafe, Tex.*, 62 S.Ct. 807, 809, 315 U.S. 722, 86 L.Ed. 1143. It also embraces right of self-defense against unlawful violence, *Rohrer v. Milk Control Board*, 121 Pa. Super. 281, 184 A. 133, 136; right to acquire and enjoy property, *Rohrer v. Milk Control Board*, 121 Pa.Super. 281, 184 A. 133, 136; right to acquire useful knowledge, *Rosenblum v. Rosenblum*, 42 N.Y.S.2d 626, 630, 181 Misc. 78; right to carry on business, *Mile. Ref. Inc., v. Randau*, 1 N.Y.S.2d 515, 518, 166 Misc. 247; right to earn livelihood in any lawful calling, *Saidel v. Village of Tupper Lake*, 4 N.Y.S.2d 814, 818, 254 App.Div. 22; right to emigrate, and if a citizen, to return, *Committee for Industrial Organization v. Hague*, D.C.N.J., 25 F.Supp. 127, 141; right to engage in a lawful business, to determine the price of one's labor, and to fix the hours when one's place of business shall be kept open, *State Board of Barber Examiners v. Cloud*, 220 Ind. 552, 44 N.E.2d 972, 980; right to enjoy to the fullest extent the privileges and immunities given or assured by law to people living within the country, *McGrew v. Industrial Commission*, 96 Utah 203, 85 P.2d 608, 611; right to forswear allegiance and expatriate oneself, *Committee for Industrial Organization v. Hague*, D.C.N.J., 25 F.Supp. 127, 141; right to freely buy and sell as others may, *Rohrer v. Milk Control Board*, 121 Pa.Super. 281, 184 A. 133, 136; right to labor, *Simon v. Schwachman*, 301 Mass. 573, 18 N.E.2d 1, 3; right to live and work where one will, *People v. Wood*, 272 N.Y.S. 258, 151 Misc. 66; right to marry and have a family, *Committee for Industrial Organization v. Hague*, D.C.N.J., 25 F.Supp. 127, 141; *Rosenblum v. Rosenblum*, 42 N.Y.S.2d 626, 630, 181 Misc. 78; right to pursue chosen calling, *State v. Chisesi*, 187 La. 675, 175 So. 453; *People v. Cohen*, 8 N.Y.S.2d 70, 72, 255 App.Div. 485; right to use property according owner's

will, *State Bank & Trust Co. v. Village of Wilmette*, 358 Ill. 311, 193 N.E. 131, 133, 96 A.L.R. 1327.

Liberty, on its positive side, denotes the fullness of individual existence; on its negative side it denotes the necessary restraint on all, which is needed to promote the greatest possible amount of liberty for each. Amos, *Science of Law*, p. 90.

The word "liberty" as used in the state and federal Constitutions means, in a negative sense, freedom from restraint, but in a positive sense, it involves the idea of freedom secured by the imposition of restraint, and it is in this positive sense that the state, in the exercise of its police powers, promotes the freedom of all by the imposition upon particular persons of restraints which are deemed necessary for the general welfare. *Fitzsimmons v. New York State Athletic Commission*, Sup., 146 N.Y.S. 117, 121.

"Liberty," in so far as it is noticed by government, is restraint, rather than license. It is a yielding of the individual will to that of the many, subject to such constitutional guarantees or limitations as will preserve those rights and privileges which are admitted of all men to be fundamental. "Liberty" in the civil state is a giving up of natural right in consideration of equal protection and opportunity. *Weber v. Doust*, 84 Wash. 330, 146 P. 623, 625.

The "personal liberty" guaranteed by Const. U. S. Amend. 13 consists in the power of locomotion without imprisonment or restraint unless by due course of law, except those restraints imposed to prevent commission of threatened crime or in punishment of crime committed, those in punishment of contempts of courts or legislative bodies or to render their jurisdiction effectual, and those necessary to enforce the duty citizens owe in defense of the state to protect community against acts of those who by reason of mental infirmity are incapable of self-control. *Ex parte Hudgins*, 86 W.Va. 526, 103 S.E. 327, 329, 9 A.L.R. 1361.

The "liberty" safeguarded by Fourteenth Amendment is liberty in a social organization which requires the protection of law against the evils which menace the health, safety, morals, and welfare of the people. *West Coast Hotel Co. v. Parrish*, Wash., 57 S.Ct. 578, 581, 582, 300 U.S. 379, 81 L.Ed. 703, 108 A.L.R. 1330.

Also, a franchise or personal privilege, being some part of the sovereign power, vested in an individual, either by grant or prescription.

The term is used in the expression, rights, liberties, and franchises, as a word of the same general class and meaning with those words and privileges. This use of the term is said to have been strictly conformable to its sense as used in *Magna Charta* and in English declarations of rights, statutes, grants, etc.; *Com. v. Alger*, 7 Cush. (Mass.) 70.

In a derivative sense, the place, district, or boundaries within which a special franchise is enjoyed, an immunity claimed, or a jurisdiction exercised. In this sense, the term is commonly used in the plural; as the "liberties of the city."

Civil Liberty

The liberty of a member of society, being a man's natural liberty, so far restrained by human laws (and no further) as is necessary and expedient for the general advantage of the public. 1 Bl. Comm. 125; 2 Steph. 487

The power of doing whatever the laws permit. 1 Bl. Comm. 6; Inst. 1, 3, 1. See *Dennis v. Moses*, 18 Wash. 537, 52 P. 333, 40 L.R.A. 302. The greatest amount of absolute liberty which can, in the nature of things, be equally possessed by every citizen in a state. Guaranteed protection against interference with the interests and rights held dear and important by large classes of civilized men, or by all the members of a state, together with an effectual share in the making and administration of the laws, as the best apparatus to secure that protection. *Lieber*, *Civ.Lib.* 24.

Liberty of a Port

In marine insurance. A license or permission incorporated in a marine policy allowing the vessel to touch and trade at a designated port other than the principal port of destination. See *Allegre v. Maryland Ins. Co.*, 8 Gill & J. (Md.) 200, 29 Am.Dec. 536.

Liberty of Conscience

Liberty for each individual to decide for himself what is to him religious. *Gobitis v. Minersville School Dist.*, D.C.Pa., 21 F.Supp. 581, 584. See, also, *Religious Liberty*, as defined below.

Liberty of Contract

The ability at will, to make or abstain from making, a binding obligation enforced by the sanctions at the law. *Judson*, *Liberty of Contract*, Rep. Am. Bar Ass'n (1891) 233.

The right to contract about one's affairs, including the right to make contracts of employment, and to obtain the best terms one can as the result of private bargaining. *Adkins v. Children's Hospital of District of Columbia*, 43 S. Ct. 394, 396, 261 U.S. 525, 67 L.Ed. 785, 24 A.L.R. 1238. It includes the corresponding right to accept a contract proposed. *St. Louis Southwestern Ry. Co. of Texas v. Griffin*, 106 Tex. 477, 171 S.W. 703, 704, L.R.A.1917B, 1108. There is, however, no absolute freedom of contract. The government may regulate or forbid any contract reasonably calculated to affect injuriously public interest. *Atlantic Coast Line R. Co. v. Riverside Mills*, 31 S.Ct. 164, 219 U.S. 186, 55 L.Ed. 167, 31 L.R.A.,N.S., 7; *Carleton Screw Products Co. v. Fleming*, C.C.A.Min., 126 F.2d 537, 541. It means freedom from arbitrary or unreasonable restraint, not immunity from reasonable regulation to safeguard public interest, *Saucier v. Life & Casualty Ins. Co. of Tennessee*, 189 Miss. 693, 198 So. 625, 631; or the right to make contracts with competent persons on a plane of relative parity or freedom of choice and within the limits allowed or not forbidden by law. *McGrew v. Industrial Commission*, 96 Utah 203, 85 P.2d 608, 612.

Liberty of Speech

Freedom accorded by the constitution or laws of a state to express opinions and facts by word of mouth, uncontrolled by any censorship or restrictions of government.

But language tending to the violation of the rights of personal security and private property, and toward breaches of the public peace, is an abuse of the right, *State v. Boyd*, 86 N.J.L. 75, 91 A. 586, 587; which is not license, nor lawlessness, but rather the right to fairly criticize and comment, *State v. Pape*, 90 Conn. 98, 96 A. 313, 315. Liberty never has meant the unrestricted right to say what one pleases at all times and under all circumstances. *Frana v. U. S.*, C.C.A.N.Y., 255 F. 28, 35. It is not an absolute right. *State v. Chaplinsky*, 91 N.H. 310, 18 A.2d 754, 760. It has been thought that the liberty to speak includes the corresponding right to be silent, and that this right is infringed by a statute compelling a corporation to give a discharged employee a statement of the cause of discharge. *St. Louis Southwestern Ry. Co. of Texas v. Griffin*, 106 Tex. 477, 171 S.W. 703, 705, L.R.A.1917B, 1108. As used in Constitution, "freedom of speech" means freedom of speech as it was understood by the common law when the Constitution was adopted. *State v. Boloff*, 138 Or. 568, 7 P.2d 775, 781.

Liberty of the Globe

In marine insurance. A license or permission incorporated in a marine policy authorizing the vessel to go to any part of the world, instead of being confined to a particular port of destination. See *Eyre v. Marine Ins. Co.*, 6 Whart. (Pa.) 254.

LIBERTY

Liberty of the Press

The right to print and publish the truth, from good motives and for justifiable ends. *People v. Croswell*, 3 Johns. Cas. 394. *Kline v. Robert M. McBride & Co.*, 11 N.Y.S.2d 674, 679, 170 Misc. 974.

The right to print without any previous license, subject to the consequences of the law. 3 Term 431; *Respublica v. Dennie*, 4 Yeates, Pa., 267, 2 Am.Dec. 402; *Williams Printing Co. v. Saunders*, 113 Va. 156, 73 S.E. 472, Ann.Cas. 1913E, 693. The right to publish whatever one may please. *Knapp v. Post Printing & Publishing Co.*, 111 Colo. 492, 144 P.2d 981, 985; *Howard Sports Daily v. Weller*, 179 Md. 355, 18 A.2d 210, 215; and to be protected against any responsibility for so doing except so far as such publications, from their blasphemy, obscenity, or scandalous character, may be a public offense, or as by their falsehood and malice they may injuriously affect the standing, reputation, or pecuniary interests of individuals, *Cooley*, Const. Lim. p. 422. It is said to consist in this: "That neither courts of justice, nor any judges whatever, are authorized to take notice of writings *intended* for the press, but are confined to those which are actually printed." *De Lolme*, Eng.Const. 254. Immunity from previous restraints or [from] censorship. *Grosjean v. American Press Co., La.*, 297 U.S. 233, 56 S.Ct. 444, 449, 80 L.Ed. 660.

Liberty of the Rules

A privilege to go out of the Fleet and Marshalsea prisons within certain limits, and there reside. Abolished by 5 & 6 Vict. c. 22.

Liberty to Hold Pleas

The liberty of having a court of one's own. Thus certain lords had the privilege of holding pleas within their own manors.

Natural Liberty

The power of acting as one thinks fit, without any restraint or control, unless by the law of nature. 1 Bl. Comm. 125.

The right which nature gives to all mankind of disposing of their persons and property after the manner they judge most consistent with their happiness, on condition of their acting within the limits of the law of nature, and so as not to interfere with an equal exercise of the same rights by other men. *Burlamaqui*, c. 3, § 15; 1 Bl. Comm. 125. It is called by Lieber *social liberty*, and is defined as the protection or unrestrained action in as high a degree as the same claim of protection of each individual admits of.

Personal Liberty

The right or power of locomotion; of changing situation, or moving one's person to whatsoever place one's own inclination may direct, without imprisonment or restraint, unless by due course of law. 1 Bl. Comm. 134. *Civil Rights Cases*, 3 S.Ct. 42, 109 U.S. 3, 27 L.Ed. 835; *Pinkerton v. Verberg*, 78 Mich. 573, 44 N.W. 579, 7 L.R.A. 507, 18 Am.St.Rep. 473.

Political Liberty

Liberty of the citizen to participate in the operations of government, and particularly in the making and administration of the laws.

Religious Liberty

Freedom from dictation, constraint, or control in matters affecting the conscience, religious beliefs, and the practice of religion; freedom to entertain and express any or no system of religious

opinions, and to engage in or refrain from any form of religious observance or public or private religious worship, not inconsistent with the peace and good order of society and the general welfare. See *Frazee's Case*, 63 Mich. 396, 30 N.W. 72, 6 Am.St.Rep. 310; *State v. White*, 64 N.H. 48, 5 A. 828.

LIBERUM CORPUS NULLAM RECIPIIT ÆSTIMATIONEM. Dig. 9, 3, 7. The body of a freeman does not admit of valuation.

LIBERUM EST CUIQUE APUD SE EXPLORARE AN EXPEDIAT SIBI CONSILIUM. Every one is free to ascertain for himself whether a recommendation is advantageous to his interest. *Upton v. Vail*, 6 Johns. (N.Y.) 181, 184, 5 Am.Dec. 210.

LIBERUM MARITAGIUM. In old English law. Frank-marriage. Bract. fol. 21; Littleton, § 17.

LIBERUM SERVITIUM. Free service. Service of a warlike sort by a feudatory tenant; sometimes called "*servitium liberum armorum.*" *Jacob*. See, also, *Servitium Liberum*.

Service not unbecoming the character of a freeman and a soldier to perform; as to serve under the lord in his wars, to pay a sum of money, and the like. 2 Bl. Comm. 60.

The tenure of free service does not make a villein a freeman, unless homage or manumission precede, any more than a tenure by villein services makes a freeman a villein. Bract. fol. 24.

LIBERUM SOCAGIUM. In old English law. Free socage. Bract. fol. 207; 2 Bl. Comm. 61, 62.

LIBERUM TENEMENTUM.

In Pleading. A plea of freehold. A plea by the defendant in an action of trespass to real property that the *locus in quo* is his freehold, or that of a third person, under whom he acted. 1 Tidd, Pr. 645; 2 Salk. 453; 7 Term 355; 1 Wms. Saund. 299b.

In Realty Law. Freehold. Frank-tenement.

LIBLAC. In Saxon law. Witchcraft, particularly that kind which consisted in the compounding and administering of drugs and philters. Sometimes occurring in the Latinized form *liblacum*.

LIBRA. In old English law. A pound; also a sum of money equal to a pound sterling.

LIBRA ARSA. A pound burned; that is, melted, or assayed by melting, to test its purity. *Libræ arsæ et pensatæ*, pounds burned and weighed. A frequent expression in Domesday, to denote the purer coin in which rents were paid. *Spelman*; *Cowell*.

LIBRA NUMERATA. A pound of money counted instead of being weighed. *Spelman*.

LIBRA PENZA. A pound of money by weight.

It was usual in former days not only to sell the money, but to weigh it; because many cities, lords, and bishops, having their mints, coined money, and often very bad money, too, for which reason, though the pound consisted of 20 shillings, they weighed it. *Enc.Lond.*

LIBRARIUS. In Roman law. A writer or amanuensis; a copyist. Dig. 50, 17, 92.

LIBRARY. While word "library" is at times used as meaning both a collection of books and the building or room in which such collection is housed, it is also used as meaning a collection of books not kept for sale. In re Mead's Estate, 227 Wis. 311, 277 N.W. 694, 701.

LIBRATA TERRÆ. A portion of ground containing four oxgangs, and every oxgang fourteen acres. Cowell. This is the same with what in Scotland was called "pound-land" of old extent. Wharton. See Oxgang; Pound of Land.

LIBRIPENS. In Roman law. A weigher or balance-holder. The person who held a brazen balance in the ceremony of emancipation *per æs et libram*. Inst. 2, 10, 1.

A neutral person or balance holder, who was present at a conveyance of real property. He held in his hand the symbolic balance, which was struck by the purchaser with a piece of bronze as a sign of the completion of the conveyance. The bronze was then transferred to the seller as a sign of the purchase money. Morey, Rom.L. 21, 80.

LIBRORUM APPELLATIONE CONTINENTUR OMNIA VOLUMINA, SIVE IN CHARTA, SIVE IN MEMBRANA SINT, SIVE IN QUAVIS ALIA MATERIA. Under the name of books are contained all volumes, whether upon paper, or parchment, or any other material. Dig. 32, 52, *pr.*

LICENCIADO. In Spanish law. An attorney or advocate; particularly, a person admitted to the degree of "Licentiate in Jurisprudence" by any of the literary universities of Spain and who is thereby authorized to practice in all the courts. Escriche.

LICENSE. Certificate or the document itself which gives permission. Aldrich v. City of Syracuse, 236 N.Y.S. 614, 617, 134 Misc. 698. Permission or authority. Independent School Dist., Class A, No. 1, Cassia County v. Pfost, 51 Idaho 240, 4 P.2d 893, 897; Monsour v. City of Shreveport, 194 La. 625, 194 So. 569, 571; Platt v. Bender, La.App., 178 So. 678, 682.

Authority or liberty given to do or forbear any act. Monsour v. City of Shreveport, 194 La. 625, 194 So. 569, 571. Leave to do thing which licensor could prevent. Western Electric Co. v. Patent Reproducer Corporation, C.C.A.N.Y., 42 F.2d 116, 118. Permission by some competent authority to do some act which, without such permission, would be illegal. State ex rel. Zugravu v. O'Brien, 130 Ohio St. 23, 196 N.E. 664; Solberg v. Davenport, 211 Iowa, 612, 232 N.W. 477, 480; Standard Oil Co. (Indiana) v. State Board of Equalization, 110 Mont. 5, 99 P.2d 229, 234. Permission to do a particular thing, to exercise a certain privilege or to carry on a particular business or to pursue a certain occupation. Blatz Brewing Co. v. Collins, Cal.App., 160 P.2d 37, 39, 40. Permission to do something which without the license would not be allowable. City of Shreveport v. Brister, 194 La. 615, 194 So. 566, 567. Great Atlantic & Pacific Tea Co. v. City of Lexington, 256 Ky. 595, 76 S.W.2d 894, 896. Privilege from state or sovereign. M. Itzkowitz & Sons v. Geraghty, 247 N.Y.S. 703, 704, 139 Misc. 163; Alabama Power Co. v. Federal Power Commission, 75 U.S.App.D.C. 315, 128 F.2d 280, 289. Revocable certificate of convenience and necessity. Ex parte Lockhart, 350 Mo. 1220, 171 S.W.2d 660, 666. To "license" means to confer right or power which does not exist without it. Inter-City Coach Lines v. Harrison, 172 Ga. 390 157 S.E. 673, 676; S. S. Kresge Co. v. City of Bluefield, 117 W.Va. 17, 183 S.E. 601, 602.

Admission to Practice

Accountant's certificate is a license to practice accountancy. Jaeger Mfg. Co. v. Maryland Casualty Co., 231 Iowa 151, 300 N.W. 680, 683.

Permission to pursue calling of veterinary surgery and medicine. Staniforth v. State, 34 Ohio App. 239, 170 N.E. 578, 580.

The words "admit" and "license" as used in statute providing that power to admit and license persons to practice as attorneys is vested exclusively in the Supreme Court are inseparable and refer to the same thing. In re H— S—, 236 Mo.App. 1296, 165 S.W.2d 300, 302.

Burial

Right of burial as license, Bockel v. Fidelity Development Co., Tex.Civ.App., 101 S.W.2d 628.

Constitutional Law and Law of Contracts

A permission, by a competent authority to do some act which without such authorization would be illegal, or would be a trespass or a tort. State v. Hipp, 38 Ohio St. 226; Hubman v. State, 61 Ark. 482, 33 S.W. 843; Chicago v. Collins, 175 Ill. 445, 51 N.E. 907, 49 L.R.A. 408, 67 L.R.A. 224. A permit or privilege to do what otherwise would be unlawful. Palmetto Fire Ins. Co. v. Beha, D.C. N.Y., 13 F.2d 500, 505; La Plante v. State Board of Public Roads, 47 R.I. 258, 131 A. 641, 642; State ex rel. Biscayne Kennel Club v. Stein, 130 Fla. 517, 178 So. 133, 135. Also, the written evidence of permission.

A permit, granted by the sovereign, generally for a consideration (Smith v. Commonwealth, 175 Ky. 286, 194 S.W. 367, 370), to a person, firm, or corporation to pursue some occupation or to carry on some business subject to regulation under the police power. State ex rel. Guillot v. Central Bank & Trust Co., 143 La. 1053, 79 So. 857, 858.

A "license" is not a contract between the state and the licensee, but is a mere personal permit. Rosenblatt v. California State Board of Pharmacy, 69 Cal.App.2d 69, 158 P.2d 199, 203. Neither is it property or a property right. American States Water Service Co. of California v. Johnson, 31 Cal.App.2d 606, 88 P.2d 770, 774; Garford Trucking v. Hoffman, 114 N.J.L. 522, 177 A. 882, 887; nor does it create a vested right. State ex rel. Biscayne Kennel Club v. Stein, 130 Fla. 517, 178 So. 133, 135; Asbury Hospital v. Cass County, 72 N.D. 359, 7 N.W.2d 438, 452.

Exclusive License

See Exclusive License.

High License

A system for the regulation and restriction of the traffic in intoxicating liquors, of which the distinguishing feature is the grant of licenses only to carefully selected persons and the charging of a license fee so great in amount as automatically to limit the number of retailers.

Inflammable Articles

A license to keep, store, and sell inflammable articles, is not merely a personal privilege, but is essentially a grant. Street Com'rs of Boston, 307 Mass. 495, 30 N.E.2d 380, 381, 131 A.L.R. 1336.

LICENSE

International Law

Permission granted by a belligerent state to its own subjects, or to the subjects of the enemy, to carry on a trade interdicted by war. Wheat. Int. Law, 447.

Letter of License

See Letter of License.

Liquor

A license is a permission to do something which without such permission would have been unauthorized or prohibited. Collier v. State, 54 Ga. App. 346, 187 S.E. 843, 845.

A license to sell liquor is merely permit to do that which otherwise would be unlawful to do and is not property. Oval Bar & Restaurant v. Bruckman, 30 N.Y.S.2d 394, 395, 177 Misc. 244; State Board of Equalization of California v. Superior Court in and for City and County of San Francisco, 5 Cal.App.2d 374, 42 P.2d 1076, 1077. Such license is a mere privilege. State v. Wipke, 345 Mo. 283, 133 S.W.2d 354, 357. Permits to carry on liquor business are mere "licenses" revocable as provided in such act and do not create a property right. State ex rel. Gutter v. Hawley, Ohio App., 44 N.E.2d 815, 820.

Marriage License

See Marriage License.

Motor Carriers

A grant by state commerce commission of petition for certificate of convenience and necessity to operate as motor carrier is the grant of a license. Railway Express Agency v. Illinois Commerce Commission, 374 Ill. 151, 28 N.E.2d 116, 118.

City having right to regulate use of its streets by motor vehicles for hire may issue licenses, a license being permission. Ex parte Schutte, 118 Tex.Cr.R. 182, 42 S.W.2d 252, 255.

Motor Vehicles

License to operate motor vehicle is mere privilege, and not a contract or property right. Garford Trucking v. Hoffman, 114 N.J.L. 522, 177 A. 882, 887; Blashfield, Cyc. of Automobile Law and Prac., Perm. Ed., § 580.

Patent Law

A written authority granted by the owner of a patent to another person empowering the latter to make or use the patented article for a limited period or in a limited territory.

A permission to make, use or sell articles embodying invention. De Forest Radio Telephone & Telegraph Co. v. Radio Corporation of America, D.C.Del., 9 F.2d 150, 151. A transfer which does not affect the monopoly, except by estopping licensor from exercising his prohibitory powers in derogation of privileges conferred upon licensee. L. L. Brown Paper Co. v. Hydroiloid, Inc., D.C.N.Y., 32 F.Supp. 857, 867, 868; De Forest Radio Telephone & Telegraph Co. v. Radio Corporation of America, D.C.Del., 9 F.2d 150, 151. An assignment by the patentee to another of rights less in degree than the patent itself. Arnold v. North American Chemical Co., 232 Mass. 196, 122 N.E. 283, 284. Any right to make, use, or sell the patented invention, which is less than an undivided part interest in the patent itself. Baker v. Murray Tool & Supply Co., 137 Okl. 288, 279 P. 340, 343. Any transfer of patent rights short of assignment. Wayman v. Louis Lipp Co., D.C.Ohio, 222 F. 679, 681. Language used by owner of patent, or any conduct on his part

exhibited to another, from which that other may properly infer that owner consents to his use of patent, on which the other acts, constitutes a license. General Motors Corporation v. Dalley, C.C.A.Mich., 93 F.2d 938, 941; Finley v. Asphalt Paving Co. of St. Louis, C.C.A.Mo., 69 F.2d 498, 504. The right not to be sued. L. L. Brown Paper Co. v. Hydroiloid, Inc., D.C.N.Y., 32 F.Supp. 857, 867, 868. Transfer of exclusive right to do merely two of the three rights under patent to make, use, and vend invention. Overman Cushion Tire Co. v. Goodyear Tire & Rubber Co., C.C. A.N.Y., 59 F.2d 998, 1000.

Pleading

A plea of justification to an action of trespass that the defendant was authorized by the owner of the freehold to commit the trespass complained of.

It is generally revocable at will of owner of land, Messer v. City of Birmingham, 243 Ala. 520, 10 So.2d 760, 763; Stanolind Pipe Line Co. v. Ellis, 142 Kan. 102, 45 P.2d 846, 848.

Real Property Law

Permission or authority to do particular act or series of acts on land of another without possessing any estate or interest therein. Lang v. Dupuis, 382 Ill. 101, 46 N.E.2d 21, 23, 24; Sisters of Mercy of Cedar Rapids v. Lightner, 223 Iowa 1049, 274 N.W. 86, 94; Stanolind Pipe Line Co. v. Ellis, 142 Kan. 102, 45 P.2d 846, 848. A permissive use. Novinger v. Shoop, Mo.Supp., 201 S.W. 64, 66; Caldwell v. Gem Packing Co., 52 Cal.App.2d 80, 125 P. 2d 901, 903.

Also, the written evidence of authority accorded.

Executed license. That which exists when the licensed act has been done.

Executory license. That which exists where the licensed act has not been performed.

Express license. One which is granted in direct terms.

Implied license. One which is presumed to have been given from the acts of the party authorized to give it.

Simple license. One revocable at the will of the grantor; *i. e.*, one not coupled with a grant. Cook v. Stearnes, 11 Mass. 533; Mumford v. Whitney, 15 Wend. (N.Y.) 380, 30 Am.Dec. 60; Fluker v. Banking Co., 81 Ga. 461, 8 S.E. 529, 2 L.R.A. 843, 12 Am.St.Rep. 328; Wheeler v. West, 78 Cal. 95, 20 P. 45; Cowles v. Kidder, 24 N.H. 364, 57 Am. Dec. 287.

A license is a personal privilege, Minnesota Valley Gun Club v. Northline Corporation, 207 Minn. 126, 290 N.W. 222, 224; Burnham v. Burnham, 130 Me. 409, 156 A. 823, 825; a personal, revocable, and unassignable privilege. Schnuerle v. Gilbert, 43 S.D. 535, 180 N.W. 953, 954; Morrison v. Fellman, 271 N.Y.S. 436, 150 Misc. 772; Beckett v. City of Paris Dry Goods Co., 14 Cal.2d 633, 96 P.2d 122, 124; a privilege to occupy under the owner, Rhode Island Marine Transp. Co. v. Interstate Nav. Co., 52 R.I. 322, 161 A. 108, 109; San Juan Gold Co. v. San Juan Ridge Mut. Water Ass'n, 34 Cal.App.2d 159, 93 P.2d 582, 589; an authority to do a particular act or series of acts which would amount to a trespass without permission, Barnett v. Lincoln, 162 Wash. 613, 299 P. 392, 394. It does not operate to confer upon or vest in licensee any title, interest or estate in property and licensee is "estopped" during time that license exists to deny title of licensor or of any one claiming under him, Wood v. Gregory, Mo., 155 S.W.2d 168, 171, 172. It is unassignable, Sweeney v. Bird, 293 Mich. 624, 292 N.W. 506, 508, 509.

A license is distinguished from an "easement," which implies an interest in the land, and a "lease," or right to

take the profits of land. It may be, however, and often, is, coupled with a grant of some interest in the land itself, or right to take the profits. 1 Washb. Real Prop. *398; Davis v. Tway, 16 Ariz. 566, 147 P. 750, L.R.A.1915E, 604; National Memorial Park v. C. I. R., C.C.A.4, 145 F.2d 1008, 1015.

A license is an authority to enter on land which is generally granted by parol and may be revoked by the licensor at pleasure and is not assignable, being a personal privilege, while an easement confers an interest in the land and may not be terminated at the pleasure of the servient owner. Louisville Chair & Furniture Co. v. Otter, 219 Ky. 757, 294 S.W. 483, 485.

The distinction between an easement and a license is often so metaphysical, subtle, and shadowy as to elude analysis. But there are certain fundamental principles underlying most cases which enable courts to distinguish an easement from a license when construed in the light of surrounding circumstances. East Jersey Iron Co. v. Wright, 32 N.J.Eq. 254; Nunnely v. Iron Co., 94 Tenn. 397, 29 S.W. 361, 28 L.R.A. 421.

A "tenancy" implies some interest in the land leased, while a "license" conveys only a temporary privilege in the use of property usually revocable at the will of the licensor. Klein v. City of Portland, 106 Or. 686, 213 P. 147, 150; Vicker v. Byrne, 155 Wis. 281, 143 N.W. 186, 188. But see Mitchell v. Probst, 52 Okl. 10, 152 P. 597, 598.

An "invitation" is inferred where there is a common interest or mutual advantage, or where an owner or occupant of premises, by acts or conduct, leads another to believe the premises or something thereon were intended to be used by such other person, that such use is not only acquiesced in by the owner or occupant, but is in accordance with the intention or design for which the way, place, or thing was adapted or prepared or allowed to be used; while a "license" is implied where the object is the mere pleasure, convenience, or benefit of the person enjoying the privilege. Kruntorad v. Chicago, R. I. & P. Ry. Co., 111 Neb. 753, 197 N.W. 611, 612. Polluck v. Minneapolis & St. L. R. Co., 44 S.D. 249, 183 N.W. 859, 862.

Registrar's License

See Registrar's License.

Rod License

See Rod License.

Special License

In English law. One granted by the archbishop of Canterbury to authorize a marriage at any time or place whatever. 2 Steph. Comm. 247, 255.

Streets and Ways

A permit to use street is a mere license revocable at pleasure. City of Boston v. A. W. Perry, Inc., 304 Mass. 18, 22 N.E.2d 627, 630; Lanham v. Forney, 196 Wash. 62, 81 P.2d 777, 779.

City having right to regulate use of its streets by motor vehicles for hire may issue licenses; license being permission. Ex parte Schutte, 118 Tex.Cr.R. 182, 42 S.W.2d 252, 255. Permissive use and license as synonymous, Aldine Realty Co. of Pittsburgh v. Manor Real Estate & Trust Co., 297 Pa. 583, 148 A. 56, 58. Street railway location or elevated railway location as license. Boston Elevated Ry. Co. v. Commonwealth, 310 Mass. 528, 39 N.E.2d 87, 103, 106, 108.

The privilege of using the streets and highways by the operation thereon of motor carriers for hire can be acquired only by permission or license from the state or its political subdivisions. Blashfield, Cyc. of Automobile Law and Prac., Perm. Ed., § 331.

Trade, Business or Calling

Authority or permission to do or carry on some trade or business which would otherwise be un-

lawful. Solberg v. Davenport, 211 Iowa 612, 232 N.W. 477, 480; S. S. Kresge Co. v. City of Bluefield, 117 W.Va. 17, 183 S.E. 601, 602; Standard Oil Co. (Indiana) v. State Board of Equalization, 110 Mont. 5, 99 P.2d 229, 234. Permission conferred by proper authority, to pursue certain trade, profession, or calling. Staniforth v. State, 34 Ohio App. 239, 170 N.E. 578, 580. Privilege to carry on a business. Johnson v. Liquor Control Commission, 266 Mich. 682, 254 N.W. 557; Lloyds of Texas v. Bobbitt, Tex.Civ.App., 40 S.W.2d 897, 901.

A license confers upon licensee neither contractual nor vested rights. Rosenblatt v. California State Board of Pharmacy, 69 Cal.App.2d 69, 158 P.2d 199, 203. Asbury Hospital v. Cass County, 72 N.D. 359, 7 N.W.2d 438, 452. Nor does it create a property right. State ex rel. Zugravu v. O'Brien, 130 Ohio St. 23, 196 N.E. 664.

Trade-Mark

Permission to use a trade-mark in an area where the purported owner's goods have not become known and identified by his use of mark is a naked "license". E. F. Prichard Co. v. Consumers Brewing Co., C.C.A.Ky., 136 F.2d 512, 521.

LICENSE CASES. The name given to the group of cases including Peirce v. New Hampshire, 5 How. 504, 12 L.Ed. 256, decided by the United States supreme court in 1847, to the effect that state laws requiring a license or the payment of a tax for the privilege of selling intoxicating liquors were not in conflict with the constitutional provision giving to congress the power to regulate interstate commerce, even as applied to liquors imported from another state and remaining in the original and unbroken packages. This decision was overruled in Leisy v. Hardin, 10 Sup.Ct. 681, 135 U.S. 100, 34 L.Ed. 128, which in turn was counteracted by the act of congress of August 8, 1890, commonly called the "Wilson law."

LICENSE FEE or TAX. Charge imposed by sovereign for a privilege. Pennsylvania Liquor Control Board v. Publicker Commercial Alcohol Co., 347 Pa. 555, 32 A.2d 914, 917. Stone v. General Contract Purchase Corporation, 193 Miss. 301, 7 So.2d 806, 808, 140 A.L.R. 1029.

Charge or fee imposed primarily for the discouragement of dangerous employments, the protection of the safety of the public, or the regulation of relative rights, privileges, or duties as between individuals, Conard v. State, Del. Super., 2 Terry 107, 16 A.2d 121, 125. Price paid to governmental or municipal authority for a license to engage in and pursue a particular calling or occupation. See Home Ins. Co. v. Augusta, 50 Ga. 537; Levi v. Louisville, 97 Ky. 394, 30 S.W. 973, 28 L.R.A. 480. Tax on privilege of exercising corporate franchise. City Investments v. Johnson, 6 Cal.2d 150, 56 P.2d 939, 940. The term "license tax" includes both charge imposed under police power for privilege of obtaining license to conduct particular business, and tax imposed upon business for sole purpose of raising revenue; "license tax" being defined as sum exacted for privilege of carrying on particular occupation. City of Waycross v. Bell, 169 Ga. 57, 149 S.E. 641, 642. Where a fee is exacted and something is required or permitted in addition to the payment of the sum, either to be done by the licensee, or by some regulation or restriction imposed on him, then the fee is a "license fee". Conard v. State, Del.Super., 2 Terry 107, 16 A.2d 121, 125.

LICENSE IN AMORTIZATION. A license authorizing a conveyance of property which, without it, would be invalid under the statutes of mortmain.

LICENSE TAX

LICENSE TAX. A license, strictly so-called, imposed in exercise of the ordinary police power of the state, or a tax, laid in the exercise of the power of taxation. *State v. Commercial Loan Co.*, 251 Ala. 672, 38 So.2d 571, 573.

See License Fee or Tax, *supra*.

LICENSED VICTUALLER. A term applied, in England, to all persons selling any kind of intoxicating liquor under a license from the justices of the peace. Wharton.

LICENSEE. A person licensed; one who holds a license. *Texas-Louisiana Power Co. v. Webster*, 127 Tex. 126, 91 S.W.2d 302. A social guest. *Biggs v. Bear*, 320 Ill.App. 597, 51 N.E.2d 799, 800; *Kalinowski v. Young Women's Christian Ass'n*, 17 Wash.2d 380, 135 P.2d 852, 857; *Gregory v. Loder*, 116 N.J.L. 451, 185 A. 360; an invitee stepping beyond limits of his invitation, *Wilson v. Goodrich*, 252 N.W. 142, 218 Iowa 462; *McGenty v. John A. Stephenson & Co.*, 218 Minn. 311, 15 N.W.2d 874, 875; person entering or using premises by permission or by operation of law but without express or implied invitation. *Boneau v. Swift & Co.*, Mo.App., 66 S.W.2d 172, 175; *Texas-Louisiana Power Co. v. Webster*, 127 Tex. 126, 91 S.W.2d 302; *Texas Co. v. Haggard*, 23 Tenn. App. 475, 134 S.W.2d 880, 884, 885; person entering premises by permission only, without invitation, enticement, or allurement. *Brody v. Cudahy Packing Co.*, 233 Mo.App. 973, 127 S.W.2d 7, 10. Person entering premises either without invitation, or for purpose not connected with business conducted on premises, but with permission or toleration. *Kalinowski v. Young Women's Christian Ass'n*, 17 Wash.2d 380, 135 P.2d 852, 857; Person granted express permission to use premises of another, *Dye v. Montgomery Ward & Co.*, 175 Okl. 567, 54 P.2d 182, 183; person on another's premises only through acquiescence or sufferance. *Karns v. Trostel*, 44 Ohio App. 498, 186 N.E. 405; *Foley v. H. F. Farnham Co.*, 135 Me. 29, 188 A. 708, 712; person on another's premises solely in pursuit or furtherance of own business, pleasure, or convenience. *Sulhoff v. Everett*, 235 Iowa 396, 16 N.W.2d 737, 739; *Connole v. Floyd Plant Food Co.*, Mo.App., 96 S.W.2d 655, 657, 658; person on another's premises by invitation, *Atlantic Greyhound Corporation v. Newton*, C.C.A.N.C., 131 F.2d 845, 847; person permitted on another's premises merely for his own interest, or for that of a third person. *Keesecker v. G. M. McKelvey Co.*, 141 Ohio St. 162, 47 N.E.2d 211, 214; *Fraters v. Keeling*, 20 Cal. App.2d 490, 67 P.2d 118; person privileged to enter or remain on land by virtue of possessor's consent, whether given by invitation or permission. *Smith v. Southwest Missouri R. Co.*, 333 Mo. 314, 62 S.W.2d 761; *Manley v. Haus*, 113 Vt. 217, 32 A.2d 668, 671; *Hashim v. Chimiklis*, 91 N.H. 456, 21 A.2d 166, 167; person using premises through owner's sufferance only, without any enticement, allurement, or inducement and for his own personal benefit, convenience, and pleasure. *Boneau v. Swift & Co.*, Mo.App., 66 S.W.2d 172, 175; person who has mere permission to use land, dominion over it remaining in owner, and no interest in

nor exclusive possession of it being given to occupant. *Seabloom v. Krier*, 219 Minn. 362, 18 N.W.2d 88, 91; person who is neither passenger, servant, nor trespasser and does not stand in any contractual relation with owner, and is permitted to come upon premises for his own interest, convenience, and gratification, *Hyde v. Atlanta & W. P. R. Co.*, 47 Ga.App. 139, 169 S.E. 854, 855; *Buss v. Wachsmith*, 190 Wash. 673, 70 P.2d 417, 421; *Platt v. Bender*, La.App., 178 So. 678, 682; person whose presence upon the premises of another is tolerated, *Malolepszy v. Central Market*, 143 Neb. 356, 9 N.W.2d 474, 477. Third person on vehicle on the invitation, or with the knowledge and acquiescence, of employee. *Wurtzburger v. Oglesby*, 222 Ala. 151, 131 So. 9, 10; *Brown v. Standard Casket Mfg. Co.*, 234 Ala. 512, 175 So. 358, 361; volunteer or person on premises with permission of owner from motives of curiosity or private convenience. *Armour & Co. v. Rose*, 183 Ark. 413, 36 S.W.2d 70, 74.

Exclusive Licensee

See Exclusive Licensee.

Patent Law

One who has had transferred to him, either in writing or orally, a less or different interest than either the interest in the whole patent, or an undivided part of such whole interest, or an exclusive sectional interest. *Potter v. Holland*, 4 Blatchf. 211, Fed.Cas.No.11,329.

LICENSEE BY INVITATION. A person who goes upon the lands of another with express or implied invitation to transact business with the owner or occupant or do some act to his advantage or to the mutual advantage of both the licensee and the owner or occupant. *Samuel E. Pentecost Const. Co. v. O'Donnell*, 112 Ind.App. 47, 39 N.E.2d 812.

A licensee by express invitation is one who is directly invited by the owner of the land to enter upon it. *Mann v. Des Moines Ry. Co.*, 232 Iowa 1049, 7 N.W.2d 45, 51.

A licensee by implied invitation is one who has been invited to enter upon the land either by the owner or occupier of the same by some affirmative act done by such owner or occupier or by appearances which justify persons generally in believing that such owner or occupier had given his consent to the public generally to enter upon or to cross over his premises. *Mann v. Des Moines Ry. Co.*, 232 Iowa 1049, 7 N.W.2d 45, 51.

LICENSEE BY PERMISSION. One who, for his own convenience, curiosity, or entertainment, goes upon the premises of another by the owner's or occupant's permission or sufferance. *Samuel E. Pentecost Const. Co. v. O'Donnell*, 112 Ind.App. 47, 39 N.E.2d 812, 817.

LICENSING ACTS. This expression is applied by Hallam (Const. Hist. c. 13) to acts of parliament for the restraint of printing, except by license.

It may also be applied to any act of parliament passed for the purpose of requiring a license for doing any act whatever. But, generally, when we speak of the licensing acts, we mean the acts regulating the sale of intoxicating liquors. *Mozley & Whiteley*.

LICENSOR. The person who gives or grants a license.

LICENTIA. Lat. License; leave; permission.

LICENTIA CONCORDANDI. In old practice and conveyancing. License or leave to agree; one of the proceedings on levying a fine of lands. 2 Bl. Comm. 350.

LICENTIA LOQUENDI. In old practice. Leave to speak, (*i. e.*, with the plaintiff;) an imparlance; or rather leave to imparl. 3 Bl. Comm. 299.

LICENTIA SURGENDI. In old English practice. License to arise; permission given by the court to a tenant in a real action, who had cast an *essoin de malo lecti*, to arise out of his bed. Also, the writ thereupon.

If the demandant can show that the tenant was seen abroad before leave of court, and before being viewed by the knights appointed by the court for that purpose, such tenant shall be taken to be deceitfully essoined, and to have made default. Bract. lib. 5; Fleta, lib. 6, c. 10.

LICENTIA TRANSFRETANDI. A writ or warrant directed to the keeper of the port of Dover, or other seaport, commanding him to let such persons pass over sea as have obtained the royal license thereunto. Reg. Orig. 193.

LICENTIATE. One who has license to practice any art or faculty.

LICENTIOUSNESS. The indulgence of the arbitrary will of the individual, without regard to ethics or law, or respect for the rights of others.

In this it differs from "liberty;" for the latter term may properly be used only of the exercise of the will in its moral freedom, with justice to all men and obedience to the laws. Welch v. Durand, 36 Conn. 184, 4 Am.Rep. 55; State v. Brigman, 94 N.C. 889; liberty is restrained by natural or positive law, and consists in doing whatever we please not inconsistent with the rights of others, whereas licentiousness does not respect those rights. Wolff, Inst. § 84.

Also, lewdness or lasciviousness. Holton v. State, 28 Fla. 303, 9 So. 716; Purvis v. State, 117 Neb. 377, 220 N.W. 599, 600.

LICERE. Lat. To be lawful; to be allowed or permitted by law. Calvin.

LICERE, LICERI. Lat. In Roman law. To offer a price for a thing; to bid for it.

LICET. Lat. From the verb "*licere*," (*q. v.*). It is allowed; it is permissible; it is lawful; not forbidden by law.

Although; notwithstanding. Calvin. Importing, in this sense, a direct affirmation. Plowd. 127.

LICET DISPOSITIO DE INTERESSE FUTURO SIT INUTILIS, TAMEN POTEST FIERI DECLARATIO PRÆCEDENS QUÆ SORTIATUR EFFECTUM, INTERVENIENTE NOVO ACTU. Although the grant of a future interest be inoperative, yet a declaration precedent may be made, which may take effect provided a new act intervene. Bac. Max. pp. 60, 61, reg. 14; Broom, Max. 498.

LICET SÆPIUS REQUISITUS. (Although often requested.)

In pleading. A phrase used in the old Latin forms of declarations, and literally translated in the modern precedents. Yel. 66; 2 Chit.Pl. 90; 1 Chit.Pl. 331. The clause in a declaration which contains the general averment of a request by the plaintiff of the defendant to pay the sums claimed is still called, the "*licet sæpius requisitus*."

LICITA BENE MISCENTUR, FORMULA NISI JURIS OBSTET. Lawful acts [done by several authorities] are well mingled, [*i. e.*, become united or consolidated into one good act,] unless some form of law forbid. Bac. Max. p. 94, reg. 24 (*E. g.*, Two having a right to convey, each a moiety, may unite and convey the whole.)

LICITACION. In Spanish law. The offering for sale at public auction of an estate or property held by co-heirs or joint proprietors, which cannot be divided up without detriment to the whole. See, also, Licitacion.

LICITARE. Lat. In Roman law. To offer a price at a sale; to bid; to bid often; to make several bids, one above another. Calvin.

LICITATION. In the civil law. An offering for sale to the highest bidder, or to him who will give most for a thing.

An act by which co-heirs or other co-proprietors of a thing in common and undivided between them put it to bid between them, to be adjudged and to belong to the highest and last bidder, upon condition that he pay to each of his co-proprietors a part in the price equal to the undivided part which each of the said co-proprietors had in the estate *licitated*, before the adjudication. Poth.Cont.Sale, nn. 516, 638. See Barbarich v. Meyer, 154 La. 325, 97 So. 459, 460.

LICITATOR. In Roman law. A bidder at a sale.

LICKING OF THUMBS. An ancient formality by which bargains were completed.

LIDFORD LAW. A sort of lynch law, whereby a person was first punished and then tried. Whar-ton.

LIE, n. An untruth deliberately told; the uttering or acting of that which is false for the purpose of deceiving; intentional misstatement. Brothers v. Brothers, 208 Ala. 258, 94 So. 175, 177.

LIE, v. To subsist; to exist; to be sustainable; to be proper or available.

Thus the phrase "an action will not lie" means that an action cannot be sustained, or that there is no ground upon which to found the action.

LIE DETECTOR. A machine which records by a needle on a graph varying emotional disturbances when answering questions truly or falsely, as indicated by fluctuations in blood pressure, respiration or perspiration. State v. Cole, 354 Mo. 181, 188 S.W.2d 43, 51. A pathometer. People v. Forte, 4 N.Y.S.2d 913, 919, 167 Misc. 868.

LIE IN FRANCHISE. Property is said to "lie in franchise" when it is of such a nature that the persons entitled thereto may seize it without the aid of a court; *e. g.*, wrecks, waifs, estrays.

LIE

LIE IN GRANT. Incorporeal hereditaments are said to "lie in grant;" that is, they pass by force of the grant (deed or charter) without livery.

LIE IN LIVERY. A term applied to corporeal hereditaments, freeholds, etc., signifying that they pass by livery, not by the mere force of the grant.

LIE IN WAIT. See Lying in Wait.

LIE TO. To adjoin. A cottage must have had four acres of land *laid* to it. See 2 Show. 279.

LIEFTENANT. An old form of "lieutenant," and still retained as the vulgar pronunciation of the word.

LIEGE.

In feudal law. Bound by a feudal tenure; bound in allegiance to the lord paramount, who owned no superior.

The term was applied to the lord, or liege lord, to whom allegiance was due, since he was *bound* to protection and a just government, and also to the feudatory, liegeman, or subject bound to allegiance, for he was *bound* to tribute and due subjection. 34 & 35 Hen. VIII. So *lieges* are the king's subjects. Stat. 8 Hen. VI. c. 10; 14 Hen. VIII. c. 2. So in Scotland. Bell, Dict.

In old records. Full; absolute; perfect; pure. *Liege* widowhood was pure widowhood. Cowell. *Ligius* was also used; *e. g. ligia potestas*, full and free power of disposal. Paroch. Antiq. 280.

LIEGE HOMAGE. Homage which, when performed by one sovereign prince to another, included fealty and services, as opposed to *simple homage*, which was a mere acknowledgment of tenure. (1 Bl. Comm. 367; 2 Steph. Comm. 400.) Mozley & Whiteley.

LIEGE LORD. A sovereign; a superior lord.

LIEGE POUSTIE. In Scotch law. That state of health which gives a person full power to dispose of, *mortis causâ* or otherwise, his heritable property. Bell. A deed executed at the time of such a state of health, as opposed to a death-bed conveyance. The term seems to be derived from the Latin "*legitima potestas*."

LIEGEMAN. He that oweth allegiance. Cowell.

LIEGER, or LEGER. A resident ambassador.

LIEGES, or LIEGE PEOPLE. Subjects.

LIEN. A charge or security or incumbance upon property. Theatre Realty Co. v. Aronberg-Fried Co., C.C.A.Mo., 85 F.2d 383, 388, McCarty v. Robinson, 222 Ala. 287, 131 So. 895, 896; Springer v. J. R. Clark Co., C.C.A.Minn., 138 F.2d 722, 726.

A claim or charge on property for payment of some debt, obligation or duty, Shipley v. Metropolitan Life Ins. Co., 25 Tenn.App. 452, 158 S.W.2d 739, 741; Williams v. Greer, Tex.Civ.App., 122 S.W.2d 247, 248; Ross v. Franko, 139 Ohio St. 395, 40 N.E.2d 664, 665; Gray v. Horne, 48 Cal.App.2d 372, 119 P.2d 779, 780; Willard v. Stauffer, 91 Ind.App. 119, 170 N.E. 332, 335; hold or claim which one person has upon the property of another for some debt or charge, Sissman v. Chicago Title & Trust Co., 303 Ill.App. 620, 25 N.E.2d 599, 600; Marquette Nat. Bank of Minneapolis v. Mullin, 205 Minn. 562, 287 N.W. 233, 238; Bent v. H. W. Weaver, Inc., 106 W.Va. 164, 145 S.E. 594, 595; obligation, tie, duty or claim annexed to or attaching upon

property by the common law, equity, contract or statute, without satisfying which such property cannot be lawfully demanded by another, Landis Mach. Co. v. Omaha Merchants Transfer Co., 142 Neb. 389, 9 N.W.2d 198, 203; pledging of the assets available to pay the corporate liabilities, Andrew v. Bevington Sav. Bank, 206 Iowa, 869, 221 N.W. 668. Preferred or privileged claims given by statute or by admiralty law. American Legion Post No. 279 v. Barrett, 371 Ill. 78, 20 N.E.2d 45, 50; Marshall v. People of State of New York, 254 U.S. 380, 41 S.Ct. 143, 145, 65 L.Ed. 315; qualified right of property which a creditor has in or over specific property of his debtor, as security for the debt or charge or for performance of some act, 6 East 25, n; right to detain property, O'Brien v. Buxton, 156 A. 17, 18, 9 N.J.Misc.R. 876; right or claim against some interest in property created by law as an incident of contract, Van Camp v. Van Camp, 291 Mich. 688, 289 N.W. 297, 300; right to enforce charge upon property of another for payment or satisfaction of debt or claim, Vaughan v. John Hancock Mut. Life Ins. Co., Tex.Civ.App., 61 S.W.2d 189, 190; Day v. Ostergard, 146 Pa.Super. 27, 21 A.2d 586, 588. Right to retain property for payment of debt or demand, Samuels v. Public Nat. Bank & Trust Co. of New York, 251 N.Y.S. 671, 674, 140 Misc. 744; Bell v. Dennis, 43 N.M. 350, 93 P.2d 1003, 1006; Huile v. Soo Hoo, 132 Cal.App.Supp., 787, 22 P.2d 808. Security for a debt, duty or other obligation, Hurley v. Boston R. Holding Co., 315 Mass. 591, 54 N.E.2d 183, 193; tie that binds property to a debt or claim for its satisfaction. United States v. 1364.76875 Wine Gallons, More or Less, of Spirituous Liquors, D.C.Mo., 60 F.Supp. 389, 392; Baranofsky v. Weiss, 120 Pa.Super. 126, 182 A. 47, 48.

A "claim" is generally a liability in personam but capable of embracing both a personal liability and a lien on property, while a lien is a liability in rem. Fairbanks, Morse & Co. v. Cape Charles, 144 Va. 56, 131 S.E. 437, 439.

A lien is a charge imposed upon specific property, whereas an assignment, unless in some way qualified, is properly the transfer of one's whole interest in an estate, or chattel, or other thing. Guaranteed State Bank of Durant v. D'Yarmett, 67 Okl. 164, 169 P. 639, 641; Millsap v. Sparks, 21 Ariz. 317, 188 P. 135, 136.

A "lien" is not a property in or right to the thing itself, but constitutes a charge or security thereon. Koenig v. Leppert-Roos Fur Co., Mo.App., 260 S.W. 756, 758; Steagall-Chealrs Fertilizer Co. v. Bethume Mule Co., 181 Ala. 250, 61 So. 274, 275; Powers v. Fidelity & Deposit Co. of Maryland, 180 S.C. 501, 186 S.E. 523, 530.

An "estate" in land is the right to the possession and enjoyment of it, while a "lien" on land is the right to have it sold or otherwise applied in satisfaction of a debt. State Bank of Decatur v. Sanders, 114 Ark. 440, 170 S.W. 86, 89.

Liens are "property rights". In re Pennsylvania Central Brewing Co., C.C.A.Pa., 114 F.2d 1010, 1013; Smith v. Russell, 223 Iowa 123, 272 N.W. 121, 125.

The word "lien" is a generic term and, standing alone, includes liens acquired by contract or by operation of law. Egyptian Supply Co. v. Boyd, C.C.A.Ky., 117 F.2d 608, 612.

Some transactions or agreements held to constitute a "lien" are conditional sales contract, General Motors Acceptance Corporation v. Hamlin, 25 Ala.App. 522, 149 So. 864, 865; interest of a purchaser on execution sale during redemption period, Local Realty Co. v. Lindquist, 92 Utah. 297, 85 P.2d 770, 773; levy made on tax assessment, City of Salem v. Marion County, 171 Or. 254, 137 P.2d 977. Mortgage or deed of trust, Tracy v. Costa, 132 N.J.Eq. 455, 28 A.2d 523, 524; State v. Sheridan County, 72 N.D. 254, 6 N.W.2d 51, 54; Fickling v. Jackman, 203 Cal. 657, 265 P. 810, 812; Klika v. Albert Wenzlick Real Estate Co., Mo. App., 150 S.W.2d 18, 24; street improvement assessment, City of Orangeburg v. Southern Ry. Co., D.C.S.C., 45 F.Supp. 734, 738; taxes, Harrell v. Burch, 195 Ga. 96, 23 S.E.2d 434, 436; In re Empire Granite Co., D.C.Ga., 42 F.Supp. 450, 455, 457; Cowen v. Wassman, 64 Ohio App. 84, 28 N.E.2d 201, 204; title retention contract. Franklin Savings & Loan Corporation v. Snapp, 179 Tenn. 151, 163 S.W.2d 332, 333; unrecorded trust deed. Wasco Creamery & Construction Co. v. Coffee, 117 Cal.App. 298, 3 P.2d 588, 589.

Lien by operation of law. Where the law itself, without the stipulation of the parties, raises

a lien, as an implication or legal consequence from the relation of the parties or the circumstances of their dealings. Liens of this species may arise either under the rules of common law or of equity or under a statute. In the first case they are called "common-law liens;" in the second, "equitable liens;" in the third, "statutory liens."

Roman or Civil Law

The peculiar securities which, in the common and maritime law and equity, are termed "liens," are embraced under the head of "mortgage and privilege."

Scotch Law

The doctrine of lien is known by the name of "retention," and that of set-off by the name of "compensation"; though certain rights of retention are also called liens. Ersk. Prin. 374.

As to "Attorney's Lien," "Charging Lien," "Common Law Lien," "Concurrent Liens," "Consummate Lien," "Conventional Lien," "Equitable Liens," "Execution Lien," "First Lien," "General Lien," "Inchoate Lien," "Judgment Lien," "Maritime Lien," "Mechanic's Lien," "Municipal Lien," "Particular Lien," "Possessory Lien," "Prior Lien," "Second Lien," "Secret Lien," "Special Lien" and "Vendor's Lien," see those titles.

LIEN ACCOUNT. Such statement of claim as fairly apprises property owner and public of nature and amount of demand asserted as lien. Hanenkamp v. Hagedorn, Mo.App., 110 S.W.2d 826, 829.

LIEN CREDITOR. One whose debt or claim is secured by a lien on particular property, as distinguished from a "general" creditor, who has no such security.

LIEN OF A COVENANT. The commencement of a covenant stating the names of the covenantors and covenantees, and the character of the covenant, whether joint or several. Wharton.

LIEN OF FACTOR AT COMMON LAW. Lien not created through statutory enactment, but lien of ordinary factor as known to common law. Irving Trust Co. v. B. Lindner & Bro., Inc., 264 N.Y. 165, 190 N.E. 332, 336.

LIENEE. One whose property is subject to a lien. Webster.

It was held that "lienee" as used in statute providing that failure to have required notice of suit affecting realty entered in his pends records shall not affect rights of a bona fide purchaser-mortgagee or other lienee in absence of actual notice means the person having or owning a lien; one who has a right of lien on property of another. Lee v. Macon County Bank, 233 Ala. 522, 172 So. 662, 670.

LIENOR. The person having or owning a lien; one who has a right of lien upon property of another.

LIEU. Fr. Place; room. It is only used with "in;" *in lieu*, instead of. Enc. Lond.

LIEU CONUS. L. Fr. In old pleading. A known place; a place well known and generally taken

notice of by those who dwell about it, as a castle, a manor, etc. Whishaw; 1 Ld. Raym. 259.

LIEU LANDS. A term used to indicate public lands within the indemnity limits granted in *lieu* of those lost within place limits. See Weyerhaeuser v. Hoyt, 31 S.Ct. 300, 219 U.S. 380, 55 L.Ed. 258.

LIEU TAX. A *lieu* tax means instead of or a substitute for, and it is not an additional tax. Lebeck v. State, 62 Ariz. 171, 156 P.2d 720, 721.

LIEUTENANCY, COMMISSION OF. See Commission of Array.

LIEUTENANT. 1. A deputy; substitute; an officer who supplies the place of another; one acting by vicarious authority. Etymologically, one who holds the post or office of another, in the place and stead of the latter.

2. The word is used in composition as part of the title of several civil and military officers, who are subordinate to others, and especially where the duties and powers of the higher officer may, in certain contingencies, devolve upon the lower; as lieutenant governor, lieutenant colonel, etc. See *infra*.

3. In the army, a lieutenant is a commissioned officer, ranking next below a captain. In the United States navy, he is an officer whose rank is intermediate between that of an ensign and that of a lieutenant commander. In the British navy, his rank is next below that of a commander.

LIEUTENANT COLONEL. An officer of the army whose rank is above that of a major and below that of a colonel.

LIEUTENANT COMMANDER. A commissioned officer of the United States navy, whose rank is above that of lieutenant and below that of commander.

LIEUTENANT GENERAL. An officer in the army, whose rank is above that of major general and below that of "general of the army." In the United States, this rank is not permanent, being usually created for special persons or in times of war.

LIEUTENANT GOVERNOR. In English law. A deputy-governor, acting as the chief civil officer of one of several colonies under a governor general. Webster. In American law. An officer of a state, sometimes charged with special duties, but chiefly important as the deputy or substitute of the governor, acting in the place of the governor upon the latter's death, resignation, or disability.

LIFE. That state of animals and plants or of an organized being, in which its natural functions and motions are performed, or in which its organs are capable of performing their functions. Webster. The sum of the forces by which death is resisted. Bichat.

"Life" begins in contemplation of law as soon as an infant is able to stir in the mother's womb. State v. Forte, 222 N.C. 537, 23 S.E.2d 842, 843.

LIFE

"Life" protected by the Federal Constitution includes all personal rights and their enjoyment embracing the use and enjoyment of the faculties, acquiring useful knowledge, the right to marry, establish a home, and bring up children, freedom of worship, conscience, contract, occupation, speech, assembly and press. *Rosenblum v. Rosenblum*, 42 N.Y.S.2d 626, 630, 181 Misc. 78.

Natural life. See *Natural Life*.

LIFE ANNUITY. An engagement to pay an income yearly during the life of some person; also the sum thus promised.

An annuity contract which contemplated monthly payments until death of annuitant or surrender of policy by him was a life annuity. *Bodine v. Commissioner of Internal Revenue*, C.C.A.3, 103 F.2d 982, 985. An annuity, depending on the continuance of an assigned life or lives, is sometimes called a life annuity. *Bodine v. Commissioner of Internal Revenue*, C.C.A.3, 103 F.2d 982, 985.

LIFE ESTATE. An estate whose duration is limited to the life of the party holding it, or of some other person. *Williams v. Ratcliff*, 42 Miss. 154; *Civ.Code Ga.* 1895, § 3087 (*Civ.Code* 1910, § 3663).

Estates for life may be created by act of law or by act of the parties: in the former case they are called legal, in the latter conventional. The legal life estates are estates-tail after possibility of issue extinct, estates by dower, estates by curtesy, jointures; *Mitch.R.P.* 118, 133; *Dejarrette v. Allen*, 5 Grat., Va., 499; *Irwin v. Covode*, 24 Pa. 162; 3 E.L. & Eq.R. 345; *Gourley v. Woodbury*, 51 Vt. 37; *Brooks v. Brooks*, 12 S.C. 422; *Rountree v. Talbot*, 89 Ill. 246.

A freehold estate, not of inheritance, but which is held by the tenant for his own life or the life or lives of one or more other persons, or for an indefinite period, which may endure for the life or lives of persons in being, and not beyond the period of a life. 1 Washb.Real Prop. 88; *Brandenburg v. Petroleum Exploration*, 218 Ky. 557, 291 S.W. 757, 759; *Co.Litt.* 42a; *Bract. lib.* 4, c. 28, § 207. Measure of duration is the tenant's own life, it is called simply an estate "for life;" when the measure of duration is the life of another person, it is called an estate "*per* (or *pur*) *autre vie*." 2 Bl.Comm. 120; *Co.Litt.* 41b; 4 Kent 23, 24.

A devise of a life estate to terminate upon devisee's remarriage constitutes a devise of a "life estate", *Lydick v. Tate*, 380 Ill. 616, 44 N.E.2d 533, 539. A devise to a devisee and her children in fee simple passes a "life estate" in named devisee with remainder in fee to the children, *Melly v. Melly*, 147 Pa.Super. 140, 24 A.2d 25, 27, 28. A gift, though not expressly for life, but with a limitation over of any part of the estate remaining at the death of the immediate devisee, creates a "life estate." *Shelton v. Shelton*, 348 Mo. 820, 155 S.W.2d 187, 188.

LIFE IN BEING. A phrase used in the common-law and statutory rules against perpetuities, meaning the remaining duration of the life of a person who is in existence at the time when the deed or will takes effect. See *McArthur v. Scott*, 5 S.Ct. 652, 113 U.S. 340, 28 L.Ed. 1015.

LIFE INSURANCE. See *Insurance*.

LIFE INSURANCE COMPANY. Any corporation writing life insurance, whether with or without capital stock, and on whatever plan (*Rev.St.* 1925, art. 4716). *National Mut. Ben. Ass'n v. Aaron*, *Tex.Civ.App.*, 45 S.W.2d 371, 373.

LIFE INTEREST. A claim or interest, not amounting to ownership, and limited by a term of life, either that of the person in whom the right is vested or that of another.

LIFE-LAND, or LIFE-HOLD. Land held on a lease for lives.

LIFE OF A WRIT. The period during which a writ (execution, etc.) remains effective and can lawfully be served or levied, terminating with the day on which, by law or by its own terms, it is to be returned into court.

LIFE OF BONDS. Within statute respecting their maturity dates, commenced upon their issuance and sale. *Shamblin v. Board of Sup'rs of Prentiss County*, 192 Miss. 267, 5 So.2d 675, 676.

LIFE OR LIMB. The phrase "life or limb" within constitutional provision that no person shall be subject for the same offense to be twice put in jeopardy of life or limb is not construed strictly but applies to any criminal penalty. U.S.C.A. Const.Amend. 5. *Clawans v. Rives*, 104 F.2d 240, 242, 70 App.D.C. 107, 122 A.L.R. 1436.

LIFE PEERAGE. Letters patent, conferring the dignity of baron for life only, do not enable the grantee to sit and vote in the house of lords, not even with the usual writ of summons to the house. *Wharton*.

LIFE POLICY. A policy of life insurance; a policy of insurance upon the life of an individual.

Contract to pay money to beneficiaries on death of insured. *Cohen v. Metropolitan Life Ins. Co.*, 112 Pa. Super. 314, 171 A. 106, 109. Contract to pay a fixed sum at death, *Kahn v. Continental Cas. Co.*, 325 Ill.App. 1, 59 N.E.2d 524, 533. Without regard to value of his life to beneficiary. *First-Columbus Nat. Bank v. D. S. Pate Lumber Co.*, 163 Miss. 691, 141 So. 767, 768. Contract which insures a beneficiary or beneficiaries against financial hardships which may otherwise result from death of the insured. In re *Sothern's Estate*, 14 N.Y.S.2d 509, 511, 170 Misc. 805.

Insurance policy including a death benefit and a health or accident disability benefit constituted a "life insurance policy", it being immaterial that in some policy forms the health and disability feature was more valuable absent a showing that death provision was inserted to avoid the higher tax. *Universal Life Ins. Co. v. State*, 155 Miss. 358, 121 So. 849, 850.

LIFE-RENT. In Scotch law. An estate for life; a right to the use and enjoyment of an estate or thing for one's life, but without destruction of its substance. They are either *legal*, such as *terce* and *curtesy*, (*q. v.*) or *conventional*, *i. e.*, created by act of the parties. Conventional life-rents are either *simple*, where the owner of an estate grants a life-interest to another, or *by reservation*, where the owner, in conveying away the fee, reserves a life-estate to himself.

LIFE-RENTER. In Scotch law. A tenant for life without waste. *Bell*.

LIFE TABLES. Statistical tables exhibiting the probable proportion of persons who will live to reach different ages. *Cent. Dict.*

Such tables are used for many purposes, such as the computation of the present value of annuities, dower rights, etc.; and for the computation of damages resulting from injuries which destroy the earning capacity of a person, or those resulting from the death of a person to those who are dependent upon him.

LIFE TENANT. One who holds an estate in lands for the period of his own life or that of another certain person.

LIFT. To raise; to take up.

To "lift" a promissory note is to discharge its obligation by paying its amount or substituting another evidence of debt. To "lift the bar" of the statute of limitations, or of an estoppel, is to remove the obstruction which it interposes, by some sufficient act or acknowledgment.

LIGA. In old European law. A league or confederation. Spelman.

LIGAN, LAGAN. Goods cast into the sea tied to a buoy, so that they may be found again by the owners, are so denominated.

When goods are cast into the sea in storms or shipwrecks, and remain there, without coming to land, they are distinguished by the barbarous names of "jetsam," "flotsam," and "ligan." 5 Coke, 108; Harg.State Tr. 48; 1 Bl.Comm. 292.

LIGARE. To tie or bind. Bract. fol. 369b. To enter into a league or treaty. Spelman.

LIGEA. In old English law. A liege-woman; a female subject. Reg. Orig. 312b.

LIGEANCE. Allegiance; the faithful obedience of a subject to his sovereign, of a citizen to his government. Also, derivatively, the territory of a state or sovereignty.

LIGEANTIA. Lat. Ligeance; allegiance.

LIGEANTIA EST QUASI LEGIS ESSENTIA; EST VINCULUM FIDELI. Co. Litt. 129. Allegiance is, as it were, the essence of law; it is the chain of faith.

LIGEANTIA NATURALIS NULLIS CLAUSTRIS COERCETUR, NULLIS METIS REFRENATUR, NULLIS FINIBUS PREMITUR. 7 Coke, 10. Natural allegiance is restrained by no barriers, reined by no bounds, compressed by no limits.

LIGEAS. In old records. A liege.

LIGHT. A window, or opening in the wall for the admission of light.

Also a privilege or easement to have light admitted into one's building by the openings made for that purpose, without obstruction or obscuration by the walls of adjacent or neighboring structures. Also an instrument through which illumination is projected. Santos v. Dondero, 11 Cal.App.2d 720, 54 P.2d 764, 766.

LIGHT AND POWER. "Light and power" is a generic term describing companies which furnish electricity. Union Electric Co. v. City of St. Charles, 352 Mo. 1194, 181 S.W.2d 526, 528.

LIGHT-HOUSE. A structure, usually in the form of a tower, containing signal-lights for the guidance of vessels at night, at dangerous points of a coast, shoals, etc. They are usually erected by government, and subject to governmental regulation.

As term applied to rugs may mean that rugs were made by blind in charitable or quasi charitable institutions called lighthouses. Lighthouse Rug Co. v. Federal Trade Commission, C.C.A.7, 35 F.2d 163, 165.

LIGHT-HOUSE BOARD. A commission authorized by congress, consisting of two officers of the navy, two officers of the corps of engineers of the army, and two civilians, together with an officer

of the navy and an officer of engineers of the army as secretaries, attached to the office of the secretary of the treasury, at Washington, and charged with superintending the construction and management of light-houses, light-ships, and other maritime signals for protection of commerce. Abbott.

LIGHT-SHIP, LIGHT-VESSEL. A vessel serving the purpose of a light-house, usually at a place where the latter could not well be built.

LIGHTER. A small vessel used in loading and unloading ships and steamers. The Mamie (D.C.) 5 Fed. 818; Reed v. Ingham, 26 Eng.Law & Eq. 167.

LIGHTERAGE. The business of transferring merchandise to and from vessels by means of lighters; also the compensation or price demanded for such service. Western Transp. Co. v. Hawley, 1 Daly (N.Y.) 327.

The loading, unloading and transfer of freight between a car and a ship's side. Loading, unloading, or transportation by means of a lighter. Hoboken Manufacturers' R. Co. v. United States, D.C.N.J., 47 F.Supp. 779, 782.

LIGHTERMAN. The master or owner of a lighter. He is liable as a common carrier.

LIGHTS. 1. Windows; openings in the wall of a house for the admission of light.

2. Signal-lamps on board a vessel or at particular points on the coast, required by the navigation laws to be displayed at night.

LIGIUS. A person bound to another by a solemn tie or engagement. Now used to express the relation of a subject to his sovereign.

See, also, Liege.

LIGNA ET LAPIDES SUB "ARMORUM" APPELLATIONE NON CONTINENTUR. Sticks and stones are not contained under the name of "arms." Bract. fol. 144b.

LIGNAGIUM. A right of cutting fuel in woods; also a tribute or payment due for the same. Jacob.

LIGNAMINA. Timber fit for building. Du Fresne.

LIGULA. In old English law. A copy, exemplification, or transcript of a court roll or deed. Cowell.

LIKE. Equal in quantity, quality, or degree or exactly corresponding. Bader v. Coale, 48 Cal. App.2d 276, 119 P.2d 763, 765; Braren v. Horner, Cust. & Pat. App., 47 F.2d 358, 365.

Also means having the same, or nearly the same, appearance, qualities, or characteristics. Japan Import Co. v. United States, Cust. & Pat.App. 86 F.2d 124, 131; Clarke v. Johnson, 119 Ga. 163, 33 S.E.2d 425, 427; resembling. Clarke v. Johnson, 199 Ga. 163, 33 S.E.2d 425, 427; same manner. Seilaz v. Seilaz, 24 Tenn.App. 611, 148 S.W.2d 23, 25; similar. Castell v. United States, D.C.N.Y., 20 F.Supp. 175, 179; substantially similar. Jones v. H. D. & J. K. Crosswell, C.C.A.S.C., 60 F.2d 827, 829.

LIKE A SHOT. Quickly, instantaneously. McNulty v. Joseph Horne Co., 298 Pa. 244, 148 A. 105, 106.

LIKE

LIKE BENEFITS. Similar in salient features. *MacKay v. City of Port Huron*, 288 Mich. 129, 284 N.W. 671, 672.

LIKE CHARACTER. Similarity. *Bader v. Coale*, 48 Cal.App.2d 276, 119 P.2d 763, 765.

LIKELIHOOD. Probability. *Clark v. Welch*, C.C. A.Mass., 140 F.2d 271, 273. The word imports something less than reasonably certain. *Ottgen v. Garey*, 41 Ohio App. 499, 181 N.E. 485, 487.

LIKELY. Probable. *Horning v. Gerlach*, 139 Cal. App. 470, 34 P.2d 504, 505; In all probability. *Neeley v. Chicago Great Western R. Co.*, Mo.App., 14 S.W.2d 972, 978.

LIKEWISE. In like manner. *Reece v. McCrary*, 51 Ga.App. 746, 181 S.E. 697.

LIMB. A member of the human body. In the phrase "life and limb," the latter term appears to denote bodily integrity in general; but in the definition of "mayhem" it refers only to those members or parts of the body which may be useful to a man in fighting. 1 Bl.Comm. 130.

LIMENARCHA. In Roman law. An officer who had charge of a harbor or port. Dig. 50, 4, 18, 10; Cod. 7, 16, 38.

LIMIT, v. To abridge, confine, and restrict. *Brown v. Board of Appeals of City of Springfield*, 227 Ill. 644, 159 N.E. 225, 226, 56 A.L.R. 242. To circumscribe. *Orme v. Atlas Gas & Oil Co.*, 217 Minn. 27, 13 N.W.2d 757, 761. To mark out; to define; to fix the extent of. *Brown*.

Thus, to limit an estate means to mark out or to define the period of its duration, and the words employed in deeds for this purpose are thence termed "words of limitation," and the act itself is termed "limiting the estate." *Brown*.

LIMIT, n. A bound; a restraint; a circumscription; a boundary. *Casler v. Connecticut Mut. L. Ins. Co.*, 22 N.Y. 429. Boundary, border or outer line of thing. *State v. Jones*, 133 Me. 387, 178 A. 719, 720. Extreme boundary. *Lane v. Lukens*, 48 Idaho 517, 283 P. 532, 533.

Within act giving injured party right of direct action against automobile liability insurer within terms and limits of policy, word "limits" refers not only to amount of policy, but to time in which notice of accident must be given. *Duncan v. Pedare*, La.App., 161 So. 221, 228.

LIMITATION. Restriction or circumspection; settling an estate or property; a certain time allowed by a statute for litigation.

The provisions of State Constitution are not a "grant" but a "limitation" of legislative power, *Ellerbe v. David*, 193 S.C. 332, 8 S.E.2d 518, 520; *Mulholland v. Ayers*, 109 Mont. 558, 99 P.2d 234, 239.

Corporations

Under the statute providing that all corporations expiring by their own "limitation" shall for certain purposes be continued as bodies corporate for a term of three years, the word "limitation" is an act of limiting, a restriction of power, a qualification. *Porter v. Tempa Min. & Mill. Co.*, 59 Nev. 332, 93 P.2d 741, 743.

Estates

The restriction or circumscription of an estate, in the conveyance by which it is granted, in respect to the interest of the grantee or its duration; the specific curtailment or confinement of an estate, by the terms of the grant, so that it cannot endure beyond a certain period or a designated contingency.

A "limitation" on a grant determines an estate upon the happening of the event itself without the necessity of doing any act to regain the estate, such as re-entry. *Gulf Production Co. v. Continental Oil Co.*, Tex., 132 S.W.2d 553, 563.

A limitation, whether made by the express words of the party or existing in intendment of law, circumscribes the continuance of time for which the property is to be enjoyed, and by positive and certain terms, or by reference to some event which possibly may happen, marks the period at which the time of enjoyment shall end. *Smith v. Smith*, 23 Wis. 181, 99 Am.Dec. 153; *Hoselton v. Hoselton*, 166 Mo. 182, 65 S.W. 1005; *Stearns v. Godfrey*, 16 Me. 160.

The "unless" provisions of oil and gas lease which provided that if no well should be commenced within one year, lease should terminate unless privilege of commencement should be deferred by payment of rental, were a "limitation" on the grant. *Gulf Production Co. v. Continental Oil Co.*, 139 Tex. 183, 132 S.W.2d 553, 563.

The word "limitation" defines the extent or quality of an estate conveyed or devised. *Richardson v. Roney*, 382 Ill. 528, 47 N.E.2d 714.

Collateral limitation. One which gives an interest in an estate for a specified period, but makes the right of enjoyment to depend on some collateral event, as an estate to A. till B. shall go to Rome. *Templeman v. Gibbs*, 86 Tex. 358, 24 S.W. 792; 4 Kent, Comm. 128.

Conditional limitation. A condition followed by a limitation over to a third person in case the condition be not fulfilled or there be a breach of it. *Stearns v. Godfrey*, 16 Me. 158; *Hess v. Kernan Bros.*, 169 Iowa 646, 149 N.W. 847, 851; *Yarbrough v. Yarbrough*, 151 Tenn. 221, 209 S.W. 36, 38. Board of Education of Borough of West Paterson v. Brophy, 90 N.J.Eq. 57, 106 A. 32, 34. A conditional limitation is where an estate is so expressly defined and limited by the words of its creation that it cannot endure for any longer time than till the contingency happens upon which the estate is to fail. 1 Steph.Comm. 309. Between conditional limitations and estates depending on conditions subsequent there is this difference: that in the former the estate determines as soon as the contingency happens; but in the latter it endures until the grantor or his heirs take advantage of the breach. 1 Steph.Comm. 310.

Contingent limitation. When a remainder in fee is limited upon any estate which would by the common law be adjudged a fee tail, such a remainder is valid as a contingent limitation upon a fee, and vests in possession on the death of the first taker without issue living at the time of his death. Rev.Codes N.D.1899, § 3328 (Comp.Laws 1913, § 5307).

Limitation in law. A limitation in law, or an estate limited, is an estate to be held only during the continuance of the condition under which it was granted, upon the determination of which the estate vests immediately in him in expectancy. 2 Bl.Comm. 155.

Limitation over. This term includes any estate in the same property created or contemplated by the conveyance, to be enjoyed after the first estate granted expires or is exhausted. *Lane v. Citizens & Southern Nat. Bank*, 195 Ga. 828, 25 S.E.2d 800, 802, 803. Thus, in a gift to A. for life, with remainder to the heirs of his body, the remainder is a "limitation over" to such heirs. *Ewing v. Shropshire*, 80 Ga. 374, 7 S.E. 554.

Limitation title. Full title, precluding all claims. *Free v. Owen*, 131 Tex. 281, 113 S.W.2d 1221, 1224.

Special limitation. A qualification serving to mark out the bounds of an estate, so as to determine it *ipso facto* in a given event, without action, entry, or claim, before it would, or might, otherwise expire by force of, or according

to, the general limitation. *Henderson v. Hunter*, 59 Pa. 340.

Title by limitation. A prescriptive title; one which is indefeasible because of the expiration of the time prescribed by the statute of limitations for the bringing of actions to test or defeat it. See *Dalton v. Rentaria*, 2 Ariz. 275, 15 P. 37.

Words of limitation. In a conveyance or will, words which have the effect of marking the duration of an estate are termed "words of limitation." Thus, in a grant to A. and his heirs, the words "and his heirs" are words of limitation, because they show that A. is to take an estate in fee-simple and do not give his heirs anything. *Fearne*, Rem. 78. And see *Ball v. Payne*, 6 Rand., Va., 75; *Summit v. Yount*, 109 Ind. 506, 9 N.E. 582.

Limitation of Actions

The term "limitation" means the time at the end of which no action at law or suit in equity can be maintained. *Uscienski v. National Sugar Refining Co.*, 18 A.2d 611, 612, 19 N.J.Misc. 240. *American Nat. Ins. Co. v. Hicks*, Tex.Com.App., 35 S.W.2d 128, 130, 75 A.L.R. 623.

The restriction by statute of the right of action to certain periods of time, after the accruing of the cause of action, beyond which, except in certain specified cases, it will not be allowed. Also the period of time so limited by law for the bringing of actions. See *Keyser v. Lowell*, 117 F. 404, 54 C.C.A. 574; *Battle v. Shivers*, 39 Ga. 409; *Baker v. Kelley*, 11 Minn. 493 (Gil. 358); *Riddelsbarger v. Hartford F. Ins. Co.*, 7 Wall. 390, 19 L.Ed. 257.

Limitation of Assize

In old practice. A certain time prescribed by statute, within which a man was required to allege himself or his ancestor to have been seised of lands sued for by a writ of assize. *Cowell*.

Statute of Limitations

A statute prescribing limitations to the right of action on certain described causes of action; that is, declaring that no suit shall be maintained on such causes of action unless brought within a specified period after the right accrued. Statutes of limitation are statutes of repose. *Philadelphia, B. & W. R. Co. v. Quaker City Flour Mills Co.*, 282 Pa. 362, 127 A. 845, 846, and are such legislative enactments as prescribe the periods within which actions may be brought upon certain claims or within which certain rights may be enforced. *People v. Kings County Development Co.*, 48 Cal. App. 72, 191 P. 1004, 1005. In criminal cases, however, a statute of limitation is an act of grace, a surrendering by sovereign of its right to prosecute. *People v. Ross*, 325 Ill. 417, 156 N.E. 303, 304.

LIMITED. Restricted; bounded; prescribed. Confined within positive bounds; restricted in duration, extent, or scope.

As to limited "Company," "Divorce," "Fee," and "Partnership," see those titles.

LIMITED ADMINISTRATION. An administration of a temporary character, granted for a particular period, or for a special or particular purpose. *Holthouse*.

LIMITED APPEAL. An appeal from only adverse portions of a decree; it is limited to the par-

ticular portions of the decree appealed from. *Fox v. River Heights*, 22 Tenn.App. 166, 118 S.W.2d 1104, 1114.

LIMITED COURT. Where special authority, in derogation of common law, is conferred by statute on a court of general jurisdiction, it becomes an "inferior or limited court". *Partlow v. Partlow*, 246 Ala. 259, 20 So.2d 517, 518.

LIMITED EXECUTOR. An executor whose appointment is qualified by limitations as to the time or place wherein, or the subject-matter whereon, the office is to be exercised; as distinguished from one whose appointment is absolute, *i. e.*, certain and immediate, without any restriction in regard to the testator's effects or limitation in point of time. 1 *Williams, Ex'rs*, 249, *et seq.*

LIMITED GUARANTY. A limited guaranty is ordinarily one restricted in its application to a single transaction. *Cooling v. Springer*, 3 Terry 228, 30 A.2d 466, 469.

LIMITED JURISDICTION. This term is ambiguous, and the books sometimes use it without due precision. It is sometimes carelessly employed instead of "special." The true distinction between courts is between such as possess a general and such as have only a special jurisdiction for a particular purpose, or are clothed with special powers for the performance. *Obert v. Hammel*, 18 N.J.Law, 73.

LIMITED LIABILITY. The liability of the members of a joint-stock company may be either unlimited or limited; and, if the latter, then the limitation of liability is either the amount, if any, unpaid on the shares, (in which case the limit is said to be "by shares,") or such an amount as the members guaranty in the event of the company being wound up, (in which case the limit is said to be "by guaranty.") *Brown*.

LIMITED OR SPECIAL JURISDICTION. Jurisdiction which is confined to particular causes, or which can be exercised only under the limitations and circumstances prescribed by the statute. *Midwest Piping & Supply Co. v. Thomas Spacing Mach. Co.*, 109 Pa.Super. 571, 167 A. 636, 638.

LIMITED OWNER. A tenant for life, in tail, or by the curtesy, or other person not having a fee-simple in his absolute disposition.

LIMITED PAYMENT PLAN. A policy upon a "limited payment plan" is a paid-up policy, and insurance upon which no further premium is to be paid. *Bankers Life & Loan Ass'n v. Chase*, Tex.Civ.App., 114 S.W.2d 374, 376.

LIMITED PERIOD. As used in statutes authorizing assignment in actions for divorce and separate maintenance, of homestead selected from separate property of either, to innocent party for limited period, means period of natural life of such innocent party. *Greenlee v. Greenlee*, 7 Cal. 2d 579, 61 P.2d 1157, 1159.

LIMITED

LIMITED POLICY. Is one specifically excluding certain classes or types of loss. State Compensation Ins. Fund v. Industrial Accident Commission, 56 Cal.App.2d 443, 132 P.2d 890, 894.

LIMITED POWER OF APPOINTMENT. Power of appointment is limited when it is exercisable only in favor of persons or a class of persons designated in the instrument creating the power. *Johnstone v. Commissioner of Internal Revenue*, C.C.A.9, 76 F.2d 55, 57.

LIMITED PUBLICATION. Communication to a select number on condition, express or implied, that it is not intended to be thereafter common property. *Berry v. Hoffman*, 125 Pa.Super. 261, 189 A. 516, 519. *Waring v. WDAS Broadcasting Station*, 327 Pa. 433, 194 A. 631, 636.

LIMOGIA. Enamel. *Du Cange*.

LINARIUM. In old English law. A flax plat, where flax is grown. *Du Cange*.

LINCOLN'S INN. An inn of court. See Inns of Court.

LINE.

Lineal measure, containing the one-twelfth part of an inch.

The boundary or line of division between two estates.

Route. *Menut & Parks Co. v. Cray*, 114 Vt. 41, 39 A.2d 342, 347, 156 A.L.R. 404.

When a particular type of silver plate has gone through several patterns and has gained recognition, it is often called in the trade a "line". *Oneida, Limited, v. National Silver Co.*, Sup., 25 N.Y.S.2d 271, 277.

Line by Line Budget. A detailed itemization of all expenditures by budget line. *Block v. Sprague*, Sup., 24 N.Y.S.2d 245, 247.

Line of an Intersection. A straight line substantially at right angles to bounds of highway at a point where, to the reasonable perception of a driver, the highway starts to widen as the result of the outcurving of its bounds to form the junction. *Beck v. Sosnowitz*, 125 Conn. 553, 7 A.2d 389, 391.

Line of credit. A margin or fixed limit of credit granted by one to another, to the full extent of which the latter may avail himself in his dealings with the former, but which he must not exceed; usually intended to cover a series of transactions, in which case, when the customer's line of credit is nearly or quite exhausted, he is expected to reduce his indebtedness by payments before drawing upon it further. *Pittinger v. Southwestern Paper Co. of Fort Worth*, Tex.Civ.App., 151 S.W.2d 922, 925.

Line of duty. In military law and usage, an act is said to be done, or an injury sustained, "in the line of duty," when done or suffered in the performance or discharge of a duty incumbent upon the individual in his character as a member of the military or naval forces. See *Rhodes v. U. S.*, 79 F. 743, 25 C.C.A. 186. An injury suffered or disease contracted by a sailor is considered to have been in "line of duty" unless actually caused by something for which sailor is responsible which intervenes between his performance of duty and the injury or disease. *Meyer v. Dollar S. S. Line*, C.C.A.Wash., 49 F.2d 1002, 1003.

Line of electrically infinite length. "Reflectionless line" and "traveling wave" are synonymous terms. *Radio Corporation of America v. Mackay Radio & Telegraph Co.*, D.C.N.Y., 16 F.Supp. 610, 612.

Line of ordinary high tide. Ordinary high tide may, for practical purposes, within a restricted area, be conceived as a level plane; the "line of ordinary high tide" is the

intersection of said plane with the surface of the land. *Swarzwald v. Cooley*, 39 Cal.App.2d 306, 103 P.2d 580, 584.

Building line. See Building Line.

Collateral line. See Descent.

Descent. See Descent.

Direct line. See Descent.

Maternal line. See Maternal Line.

Paternal line. See Paternal Line.

Public utilities. See Public Utility.

LINEA. Lat. A line; line of descent. See Descent.

LINEA OBLIQUA. In the civil law. The oblique line. More commonly termed "*linea transversalis*."

LINEA RECTA. The direct line; the vertical line.

In computing degrees of kindred and the succession to estates, this term denotes the direct line of ascendants and descendants. Where a person springs from another immediately, or mediately through a third person, they are said to be in the direct line, (*linea recta*), and are called "ascendants" and "descendants." *Mackeld.Rom.Law*, § 129.

LINEA RECTA EST INDEX SUI ET OBLIQUI; LEX EST LINEA RECTI. Co. Litt. 158. A right line is a test of itself, and of an oblique; law is a line of right.

LINEA RECTA SEMPER PRÆFERTUR TRANSVERSALI. The right line is always preferred to the collateral. Co. Litt. 10; *Broom, Max.* 529.

LINEA TRANSVERSALIS. A collateral, transverse, or oblique line. Where two persons are descended from a third, they are called "collaterals," and are said to be related in the collateral line, (*linea transversa* or *obliqua*.)

LINEAGE. Race; progeny; family, ascending or descending. *Lockett v. Lockett*, 94 Ky. 289, 22 S. W. 224. Line of descent from an ancestor, hence, family, race, stock. In re *Herrick's Estate*, 273 N. Y.S. 803, 152 Misc. 9.

LINEAL. That which comes in a line; especially a direct line, as from father to son. Collateral relationship is not called "lineal," though the expression "collateral line," is not unusual. Proceeding in direct or unbroken line, hereditary, unbroken in course, distinguished from collateral, as lineal descent, lineal succession, having an ancestral basis or right. In re *Herrick's Estate*, 273 N. Y.S. 803, 152 Misc. 9.

LINEAL CONSANGUINITY. That kind of consanguinity which subsists between persons of whom one is descended in a *direct line* from the other; as between a particular person and his father, grandfather, great-grandfather, and so upward, in the direct ascending line; or between the same person and his son, grandson, great-grandson, and so downwards in the direct descending line. 2 Bl.Comm. 203; *Willis Coal & Min. Co. v. Grizzell*, 198 Ill. 313, 65 N.E. 74.

LINEAL DESCENT. See Descent.

LINEAL HEIR. One who inherits in a line either ascending or descending from the common source, as distinguished from a collateral heir. *Rocky Mountain Fuel Co. v. Kovaics*, 26 Colo.App. 554, 144 P. 863, 865.

The words "lineal heirs" like "heirs of the body" mean all lineal descendants to the remotest posterity and are words of "inheritance" and not of "purchase," unless the instrument clearly shows that they were used in a restricted sense to denote "children." *Sims v. Clayton*, 193 S.C. 98, 7 S.E.2d 724, 727.

LINEAL WARRANTY. A warranty by an ancestor from whom the title did or might have come to the heir. 2 Bl.Comm. 301; Rawle, Cov. 30.

LINES AND CORNERS. *In deeds and surveys.* Boundary-lines and their angles with each other. *Nolin v. Parmer*, 21 Ala. 66.

LINK. A unit in a connected series; anything which serves to connect or bind together the things which precede and follow it. Thus, we speak of a "link in the chain of title." Something which binds together, or connects, separate things; a part of a connected series; a tie, a bond. *City of Independence v. Board of Com'rs of Montgomery County*, 140 Kan. 661, 38 P.2d 105, 106.

LIQUERE. Lat. In the civil law. To be clear, evident, or satisfactory.

When a *judex* was in doubt how to decide a case, he represented to the praetor, under oath, *sibi non liquere*, (that it was not clear to him,) and was thereupon discharged. Calvin.

LIQUET. It is clear or apparent; it appears. *Satis liquet*, it sufficiently appears. 1 Strange, 412.

LIQUID DEBT. A debt immediately and unconditionally due. *In re Brock*, 312 Pa. 7, 166 A. 778, 780.

LIQUIDATE. To pay and settle. *Gibson v. American Ry. Express Co.*, 195 Iowa 1126, 193 N.W. 274; *Farmers State Bank & Trust Co. v. Brady*, 137 Tex. 39, 152 S.W.2d 729, 732; *Fleckner v. Bank of U. S., La.*, 8 Wheat. 338, 362, 5 L.Ed. 631.

Also to liquidate means to adjust. *State ex rel. Banister v. Cantley*, 330 Mo. 943, 52 S.W.2d 397, 399. *Belden v. Modern Finance Co.*, Ohio App., 61 N.E.2d 801, 804; to ascertain the amount, or the several amounts, of the liabilities of insolvent and apportion the assets toward discharge of the indebtedness, *Farmers State Bank & Trust Co. v. Brady*, 137 Tex. 39, 152 S.W.2d 729, 732; to ascertain the balance due and to whom payable, *State ex rel. Banister v. Cantley*, 330 Mo. 943, 52 S.W.2d 397, 399; to assemble and mobilize the assets, settle with the creditors and the debtors and apportion the remaining assets, if any, among the stockholders or owners. *United States v. Metcalf*, C.C. A.Cal., 131 F.2d 677, 679; *State ex rel. Gibson v. American Bonding & Casualty Co.*, 225 Iowa 638, 281 N.W. 172, 175; to clear up, *State ex rel. Banister v. Cantley*, 330 Mo. 943, 52 S.W.2d 397, 399; *Fleckner v. Bank of U. S., La.*, 8 Wheat. 338, 362, 5 L.Ed. 631; to determine by agreement or litigation precise amount of indebtedness, *Continental Ins. Co. v. Harris*, 190 Ark. 1110, 82 S.W.2d 841,

843; to discharge, *Continental Ins. Co. v. Harris*, 190 Ark. 1110, 82 S.W.2d 841, 843; to extinguish an indebtedness, *Gibson v. American Ry. Express Co.*, 195 Iowa 1126, 193 N.W. 274, 278; *Belden v. Modern Finance Co.*, Ohio App., 61 N.E.2d 801, 804; to gather in the assets, convert them into cash and distribute them according to the legal rights of the parties interested, *Browne v. Hammett*, 133 S.C. 446, 131 S.E. 612, 614; to lessen, *Fleckner v. Bank of U. S., La.*, 8 Wheat. 338, 362, 5 L.Ed. 631; to make amount of indebtedness clear and certain, *Continental Ins. Co. v. Harris*, 190 Ark. 1110, 82 S.W.2d 841, 843; to reduce to precision in amount and to satisfy, *State ex rel. Banister v. Cantley*, 330 Mo. 943, 52 S.W.2d 397, 399; to sell, *Esser v. Chimel*, Del.Ch., 30 A.2d 685, 687; to "wind up" affairs of a business, *Ex parte Amos*, 94 Fla. 1023, 114 So. 760, 765; *State ex rel. Gibson v. American Bonding & Casualty Co.*, 225 Iowa 638, 281 N.W. 172, 175.

LIQUIDATED. Ascertained; determined; fixed; settled; made clear or manifest. Cleared away; paid; discharged. *Canda v. Canda*, 92 N.J.Eq. 423, 112 A. 727, 728, 13 A.L.R. 1029; *State Bank of Stratford v. Young*, 159 Iowa 375, 140 N.W. 376, 380; *Sinclair Refining Co. v. Unadilla Motor & Supply Co.*, 213 N.Y.S. 81, 83, 126 Misc. 292.

Adjusted, certain, or settled. *Murchison v. Levy Plumbing Co.*, Tex.Civ.App., 73 S.W.2d 967, 968; *McMurray v. Faust*, 224 Iowa 50, 276 N.W. 95, 100. Declared by the parties as to amount, *U. S. v. Skinner & Eddy Corporation*, D.C.Wash., 28 F.2d 373, 386; made certain as to what and how much is due, *Gaspar v. Mayer*, 171 Okl. 457, 43 P.2d 467, 471; *Electrical Products Corporation of Oregon v. Ziegler Drug Stores*, 157 Or. 267, 71 P.2d 583, 584.

Made certain or fixed by agreement of parties or by operation of law, *Sawyer v. Somers Lumber Co.*, 86 Mont. 169, 282 P. 852, 854; *Miller v. Prince Street Elevator Co.*, 41 N.M. 330, 68 P.2d 663, 666. "Settled, paid, discharged," *Trenton Banking Co. v. Kennedy*, 17 N.J.Misc. 222, 8 A.2d 232, 234. "Settlement," "arrangement," "agreement," "to clear from obscurity," *Davies v. Turner*, 61 Ga.App. 531, 6 S.E.2d 356, 359.

LIQUIDATED ACCOUNT. An account whereof the amount is certain and fixed, either by the act and agreement of the parties or by operation of law; a sum which cannot be changed by the proof; it is so much or nothing; but the term does not necessarily refer to a writing. *Gaspar v. Mayer*, 171 Okl. 457, 43 P.2d 467, 471. *Williamson v. City of Eastland*, Tex.Civ.App., 65 S.W.2d 774, 775.

LIQUIDATED CLAIM. Claim, amount of which has been agreed on by parties to action or is fixed by operation of law. *Tapp v. Tapp's Trustee*, 299 Ky. 345, 185 S.W.2d 534, 535; *United States Fidelity & Guaranty Co. v. American Bldg. Maintenance Co. of Los Angeles*, 7 Cal.App.2d 683, 46 P.2d 984, 988.

A claim which can be determined with exactness from parties' agreement or by arithmetical process or application of definite rules of law, *Huo Chin Yin v. Amino Products Co.*, 141 Ohio St. 21, 46 N.E.2d 610, 614; *Petersen v. Graham*, 7 Wash.2d 464, 110 P.2d 149, 154.

LIQUIDATED DAMAGES. See Damages.

LIQUIDATED DEBT. A debt is liquidated when it is certain what is due and how much is due.

LIQUIDATED

Roberts v. Prior, 20 Ga. 562; Nelson v. Zahn Grain Co., 191 Okl. 181, 127 P.2d 803, 805. That which has been made certain as to amount due by agreement of parties or by operation of law. Gasper v. Mayer, 171 Okl. 457, 43 P.2d 467, 471.

LIQUIDATED DEMAND. A demand the amount of which has been ascertained or settled by agreement of the parties, or otherwise. Williamson v. City of Eastland, Tex.Civ.App., 65 S.W.2d 774, 775; Mitchell v. Addison, 20 Ga. 53.

Amount claimed is a "liquidated demand" if it is susceptible of being made certain in amount by mathematical calculations from factors which are or ought to be in possession or knowledge of party to be charged. Rifkin v. Safenovitz, 131 Conn. 411, 40 A.2d 188, 189.

LIQUIDATING DISTRIBUTION. A distribution of stock pursuant to reorganization plan. Dworsky v. Buzza Co., 215 Minn. 282, 9 N.W.2d 767, 769.

LIQUIDATING PARTNER. The partner who upon the dissolution or insolvency of the firm, is appointed to settle its accounts, collect assets, adjust claims, and pay debts. Garretson v. Brown, 185 Pa. 447, 40 A. 300.

LIQUIDATION. The act or process of settling or making clear, fixed, and determinate that which before was uncertain or unascertained.

Payment, satisfaction, or collection, Bassett v. City Bank & Trust Co., 116 Conn. 617, 165 A. 557; realization on assets and discharge of liabilities, In re Burger's Estate, 276 Mich. 485, 267 N.W. 887, 891. To clear away—to lessen—a debt, Craddock-Terry Co. v. Powell, 180 Va. 242, 22 S.E.2d 30, 34; to pay or settle, In re Klink's Estate, 310 Ill.App. 609, 35 N.E.2d 684, 687. To take over for collection, Belden v. Modern Finance Co., Ohio App., 61 N.E.2d 801, 804.

As applied to a bank or other corporation (or sometimes to the affairs of an individual) liquidation means winding up. People ex rel. Palmer v. Acme Plate Glass Mut. Ins. Co., 292 Ill.App. 275, 10 N.E.2d 988, 991; Luikart v. Flannigan, 130 Neb. 901, 267 N.W. 165, 167. It is also defined as winding up affairs by realizing upon assets, paying liabilities, and appropriating the profit or loss. Horn & Hardart Banking Co. v. United States, D.C.Pa., 34 F.Supp. 89, 90; Young v. Blandin, 215 Minn. 111, 9 N.W.2d 313, 316; Northwest Bancorporation v. Commissioner of Internal Revenue, C.C.A.8, 88 F.2d 293, 296; winding up and distribution of assets among creditors and stockholders, United States v. Bank of New York & Trust Co., D.C.N.Y., 10 F.Supp. 269, 271; winding up affairs and settlement with creditors, New York Title & Mortgage Co. v. Friedman, 276 N.Y.S. 72, 153 Misc. 697; winding up or settling with creditors and debtors, Wilson v. Superior Court in and for Santa Clara County, 2 Cal.2d 632, 43 P.2d 286, 288.

LIQUIDATION DIVIDEND. Act or operation in winding up affairs of firm or corporation, a settling with its debtors and creditors, and an appropriation and distribution to its stockholders ratably of the amount of profit and loss. Hellman v. Helvering, App.D.C., 68 F.2d 763, 765.

LIQUIDATION TAXABLE. Distribution to their own stockholders of cash and stock received by selling corporations for their assets. Commissioner of Internal Revenue v. Sussman, C.C.A.2, 102 F.2d 919, 921.

LIQUIDATOR. A person appointed to carry out the winding up of a company.

Official Liquidator. In English law. A person appointed by the judge in chancery, in whose court

a joint-stock company is being wound up to bring and defend suits and actions in the name of the company, and generally to do all things necessary for winding up the affairs of the company, and distributing its assets. 3 Steph.Comm. 24.

LIQUOR. Spirituous or intoxicating liquor. McCoy v. State, 177 Ark. 1053, 9 S.W.2d 241, 242; Wooten v. State, 47 Ga.App. 301, 170 S.E. 392; State v. Hickey, 198 N.C. 45, 150 S.E. 615, 617; People v. Crilley, 20 Barb. (N.Y.) 248.

All kinds of intoxicating decoctions, liquids, or beverages, Newton v. State ex rel. Atty. Gen., 234 Ala. 91, 175 So. 563, 564. Any alcoholic or intoxicating liquid, People v. Draper, 134 Cal.App. 1, 22 P.2d 604.

Any beverage, as temperance liquors, or those not intoxicating. Benton v. State, 24 Ala.App. 441, 136 So. 428, 429.

Any liquid substance, Newton v. State ex rel. Atty. Gen., 234 Ala. 91, 175 So. 563, 564.

Distilled spirits stronger than malt beverages and fermented wines, Peurifoy v. State, 53 Ga.App. 515, 186 S.E. 461, 462.

Such as is prohibited by prohibition law, Newton v. State, 27 Ala.App. 492, 175 So. 562, 563.

Whisky, Bolivar v. Monnat, 248 N.Y.S. 722, 727, 232 App. Div. 33; Jones v. State, 23 Ala.App. 339, 125 So. 382, 383.

See Alcoholic Liquors; Intoxicating Liquor; Spirituous Liquors.

LIQUOR DEALER. One who carries on the business of selling intoxicating liquors, either at wholesale or retail and irrespective of whether the liquor sold is produced or manufactured by himself or by others; but there must be more than a single sale. See Timm v. Harrison, 109 Ill. 601; U. S. v. Allen, D.C.Iowa, 38 F. 738; State v. Dow, 21 Vt. 484; Mansfield v. State, 17 Tex.App. 472.

LIQUOR-SHOP. A house where spirituous liquors are kept and sold. Wooster v. State, 6 Baxt. (Tenn.) 534.

LIQUOR TAX CERTIFICATE. Under the excise laws of New York a certificate of payment of the tax imposed upon the business of liquor-selling, entitling the holder to carry on that business, and differing from the ordinary form of license in that it does not confer a mere personal privilege but creates a species of property which is transferable by the owner. See In re Lyman, 160 N.Y. 96, 54 N.E. 577; In re Cullinan, 82 App.Div. 445, 81 N.Y. S. 567.

LIRA. The name of an Italian coin, of the value of about eighteen cents.

LIS. Lat. A controversy or dispute; a suit or action at law.

LIS ALIBI PENDENS. A suit pending elsewhere.

The fact that proceedings are pending between a plaintiff and defendant in one court in respect to a given matter is frequently a ground for preventing the plaintiff from taking proceedings in another court against the same defendant for the same object and arising out of the same cause of action. Sweet.

LIS MOTA. A controversy moved or begun.

By this term is meant a dispute which has arisen upon a point or question which afterwards forms the issue upon which legal proceedings are instituted. Westfelt v. Adams, 131 N.C. 379, 42 S.E. 823. After such controversy has

arisen, (*post litem motam*,) it is held, declarations as to pedigree, made by members of the family since deceased, are not admissible. See 4 Camp. 417; 6 Car. & P. 560.

LIS PENDENS. A pending suit. Moore v. Zelic, 338 Ill. 583, 170 N.E. 664, 666; People ex rel. O'Connor v. City of Chicago, 299 Ill.App. 504, 20 N. E.2d 306, 307; jurisdiction, power, or control which courts acquire over property in suit pending action and until final judgment, Commonwealth ex rel. Kelley v. Kelly, 322 Pa. 178, 185 A. 307, 310; Coleman v. Law, 170 Ga. 906, 154 S.E. 445, 448, 74 A.L.R. 684; notice of all facts apparent on face of pleadings and exhibits and of all other facts of which they would put a person of ordinary prudence on inquiry, Ben Williamson & Co. v. Hall, 290 Ky. 672, 161 S.W.2d 905, 907; notice of pendency of suit and warning to anyone interested to examine proceedings, Harris v. Lipson, 167 Va. 365, 189 S.E. 349, 352, 108 A.L.R. 912; a suit or controversy in court, Mayne v. St. Louis Union Trust Co., C.C.A.Mo., 64 F.2d 843, 845; that legal process, in a suit regarding land, which amounts to legal notice to all the world that there is a dispute as to the title. Stim. Law Gloss.

The filing of the bill and serving a subpoena creates a *lis pendens*, except when statutes require some record. Stim. Law Gloss. Tinsley v. Rice, 105 Ga. 285, 31 S.E. 174; Hines v. Duncan, 79 Ala. 117, 58 Am.Rep. 580; Troll v. City of St. Louis, 257 Mo. 626, 168 S.W. 167, 177; Heckmann v. Detlaff, 283 Ill. 505, 119 N.E. 639, 640. In the civil law. A suit pending. A suit was not said to be pending before that stage of it called "*litis contestatio*" (*q. v.*). Mackeld. Rom. Law, § 219; Calvin.

Notice of *lis pendens*. A notice filed for the purpose of warning all persons that the title to certain property is in litigation, and that, if they purchase the defendant's claim to the same, they are in danger of being bound by an adverse judgment. See Empire Land & Canal Co. v. Engley, 18 Colo. 388, 33 P. 153.

The notice is for the purpose of preserving rights pending litigation. Mitchell v. Federal Land Bank of St. Louis, 206 Ark. 253, 174 S.W.2d 671, 674.

LIST. A docket or calendar of causes ready for trial or argument, or of motions ready for hearing.

Entering or enrolling in a list; to enter in an official list or schedule; as, to list property for taxation; to put into a list or catalogue; register; enroll. Baldrige v. Flothow, 123 Neb. 218, 242 N.W. 414, 417.

Legal voters. Official registry of voters. Commonwealth v. Ballou, 283 Mass. 304, 186 N.E. 494, 497.

LISTED. Included in a list; put on a list, particularly on a list of taxable persons or property.

LISTERS. This word is used in some of the states to designate the persons appointed to make lists of taxables. See Rev. St. Vt. 538.

LISTING. An alleged oral agreement to sell to any purchaser procured by broker for certain amount was a "listing" of the property. Zeligson v. Hartman-Blair, Inc., C.C.A.Kan., 135 F.2d 874, 876.

"Listing property for taxation" is the making of a schedule or inventory of such property, whereby owner makes statement of property in response to assessor's inquiries, Templing v. Bennett, 156 Kan. 68, 131 P.2d 904, 907. The word listing ordinarily implies an official listing

of the persons and property to be taxed, and a valuation of the property of each person as a basis of apportionment. Buser v. Kriechbaum, 229 Iowa 888, 295 N.W. 455, 460.

LITE PENDENTE. Lat. Pending the suit. Fleta, lib. 2, c. 54, § 23.

LITEM DENUNCIARE. Lat. In the civil law. To cast the burden of a suit upon another; particularly used with reference to a purchaser of property who, being sued in respect to it by a third person, gives notice to his vendor and demands his aid in its defense. See Mackeld. Rom. Law, § 403.

LITEM SUAM FACERE. Lat. To make a suit his own. Where a *judex*, from partiality or enmity, evidently favored either of the parties, he was said *litem suam facere*. Calvin.

LITERA. Lat. A letter. The letter of a law, as distinguished from its spirit. See Letter.

LITERA PISANA. The Pisan letter. A term applied to the old character in which the copy of the Pandects formerly kept at Pisa, in Italy, was written. Spelman.

LITERÆ. Letters. A term applied in old English law to various instruments in writing, public and private.

LITERÆ DIMISSORIÆ. Dimissory letters (*q. v.*).

LITERÆ HUMANIORES. A term including Greek, Latin, general philology, logic, moral philosophy, metaphysics; the name of the principal course of study in the University of Oxford. Wharton.

LITERÆ MORTUÆ. Dead letters; fulfilling words of a statute.

Lord Bacon observes that "there are in every statute certain words which are as veins, where the life and blood of the statute cometh, and where all doubts do arise, and the rest are *literæ mortuæ*, fulfilling words." Bac. St. Uses, (Works, iv. 189).

LITERÆ PATENTES. Letters patent; literally, open letters.

LITERÆ PATENTES REGIS NON ERUNT VA-CUÆ. 1 Bulst. 6. The king's letters patent shall not be void.

LITERÆ PROCURATORIÆ. In old English law. Letters procuratory; letters of procuracy; letters of attorney. Bract. fols. 40, 43.

LITERÆ RECOGNITIONIS. In maritime law. A bill of lading. Jac. Sea Laws, 172.

LITERÆ SCRIPTÆ MANENT. Written words last.

LITERÆ SIGILLATÆ. In old English law. Sealed letters. The return of a sheriff was so called. Fleta, lib. 2, c. 64, § 19.

LITERAL. According to language; following expression in words.

A literal construction of a document adheres closely to its words, without making differences for extrinsic circum-

LITERAL CONTRACT

stances; a literal performance of a condition is one which complies exactly with its terms.

LITERAL CONTRACT. In Roman law. A species of written contract, in which the formal act by which an obligation was superinduced on the convention was an entry of the sum due, where it should be specifically ascertained, on the debit side of a ledger. Maine, Anc. Law, 320. A contract, the whole of the evidence of which is reduced to writing, and binds the party who subscribed it, although he has received no consideration. Lec. El. Dr. Rom. § 887.

LITERAL PROOF. In the civil law. Written evidence.

LITERARY. Pertaining to polite learning; connected with the study or use of books and writings.

The word "literary," having no legal signification, is to be taken in its ordinary and usual meaning. We speak of literary persons as learned, erudite; of literary property, as the productions of ripe scholars, or, at least, of professional writers; of literary institutions, as those where the positive sciences are taught, or persons eminent for learning associate, for purposes connected with their professions. This we think the popular meaning of the word; and that it would not be properly used as descriptive of a school for the instruction of youth. *Indianapolis v. McLean*, 8 Ind. 332.

LITERARY COMPOSITION. In copyright law. An original result of mental production, developed in a series of written or printed words, arranged for an intelligent purpose, in an orderly succession of expressive combinations. *Keene v. Wheatley*, 14 Fed.Cas. 192; *Woolsey v. Judd*, 4 Duer (N. Y.) 396.

LITERARY PROPERTY. May be described as the right which entitles an author and his assigns to all the use and profit of his composition, to which no independent right is, through any act or omission on his or their part, vested in another person. 9 Amer. Law Reg. 44. And see *Keene v. Wheatley*, 14 Fed.Cas. 192; *Palmer v. De Witt*, 32 N.Y.Super.Ct. 552.

A distinction is to be taken between "literary property" (which is the natural, common-law right a person has in the form of written expression to which he has, by labor and skill, reduced his thoughts) and "copyright," (which is a statutory monopoly, above and beyond natural property, conferred upon an author to encourage and reward a dedication of his literary property to the public.) Abbott.

LITERATE. In English ecclesiastical law. One who qualifies himself for holy orders by presenting himself as a person accomplished in classical learning, etc., not as a graduate of Oxford, Cambridge, etc.

LITERATURA. "*Ad literaturam ponere*" means to put children to school.

This liberty was anciently denied to those parents who were servile tenants, without the lord's consent. The prohibition against the education of sons arose from the fear that the son, being bred to letters, might enter into holy orders, and so stop or divert the services which he might otherwise do as heir to his father. *Paroch.Antiq.* 401.

LITERIS OBLIGATIO. In Roman law. The contract of *nomen*, which was constituted by writing, (*scripturâ*.)

It was of two kinds, viz.: (1) *A re in personam*, when a transaction was transferred from the daybook (*adversaria*) into the ledger (*codex*) in the form of a debt under the name or heading of the purchaser or debtor, (*nomen*;) and (2) *a personâ in personam*, where a debt already standing under one *nomen* or heading was transferred in the usual course of *novatio* from that *nomen* to another and substituted *nomen*. By reason of this transferring, these obligations were called "*nomina transcripta*." No money was, in fact, paid to constitute the contract. If ever money was paid, then the *nomen* was *arcarium*, (i. e., a real contract, *re contractus*;) and not a *nomen proprium*. Brown.

LITIGANT. A party to a lawsuit; one engaged in litigation; usually spoken of active parties, not of nominal ones.

LITIGARE. Lat. To litigate; to carry on a suit, (*litem agere*;) either as plaintiff or defendant; to claim or dispute by action; to test or try the validity of a claim by action.

LITIGATE. To dispute or contend in form of law; to carry on a suit.

To bring into or engage in litigation, the act of carrying on a suit in a law court, a judicial contest; hence, any controversy that must be decided upon evidence. In *re Loudenslager's Estate*, N.J.Prerog., 13 N.J.Eq. 418, 167 A. 194, 195.

LITIGATION. Contest in a court of justice for the purpose of enforcing a right. *Summerour v. Fortson*, 174 Ga. 862, 164 S.E. 809; a judicial contest, a judicial controversy, a suit at law. In *re Loudenslager's Estate*, Prerog., 113 N.J.Eq. 418, 167 A. 194; civil actions. *Sunshine Mining Co. v. Carver*, D.C.Idaho, 34 F.Supp. 274, 280.

LITIGIOSITY. In Scotch law. The pendency of a suit; it is a tacit legal prohibition of alienation, to the disappointment of an action, or of diligence, the direct object of which is to obtain possession, or to acquire the property of a particular subject. The effect of it is analogous to that of inhibition. Bell.

LITIGIOSO. Span. Litigious; the subject of litigation; a term applied to property which is the subject of dispute in a pending suit. *White v. Gay*, 1 Tex. 388.

LITIGIOUS. That which is the subject of a suit or action; that which is contested in a court of justice. In another sense, "litigious" signifies fond of litigation; prone to engage in suits.

LITIGIOUS CHURCH. In ecclesiastical law, a church is said to be litigious where two presentations are offered to the bishop upon the same avoidance. *Jenk. Cent.* 11.

LITIGIOUS RIGHT. In the civil law. A right which cannot be exercised without undergoing a lawsuit. Civil Code La. art. 3556, par. 18.

A right, to be considered "litigious" under Louisiana law, must be in litigation at time of the sale thereof, and ceases to be litigious if at time of the sale judgment has become final. *Caucier v. Crichton*, C.C.A.La., 147 F.2d 430, 435.

LITIS ÆSTIMATIO. Lat. The measure of damages.

LITIS CONTESTATIO. Lat.

Admiralty Practice. The general issue. 2 Browne, Civil & Adm. Law, 358, and note.

Civil and Canon Law. Contestation of suit; the process of contesting a suit by the opposing statements of the respective parties; the process of coming to an issue; the attainment of an issue; the issue itself.

Ecclesiastical Courts. The general answer made by the defendant, in which he denies the matter charged against him in the libel. Halifax, Civil Law, b. 3, c. 11, no. 9.

LITIS DENUNCIATIO. Lat. In the civil law. The process by which a purchaser of property, who is sued for its possession or recovery by a third person, falls back upon his vendor's covenant of warranty, by giving the latter notice of the action and demanding his aid in defending it. See Mackeld. Rom. Law, § 403.

LITIS DOMINIUM. Lat. In the civil law. Ownership, control, or direction of a suit. A fiction of law by which the employment of an attorney or proctor (*procurator*) in a suit was authorized or justified, he being supposed to become, by the appointment of his principal (*dominus*) or client, the *dominus litis*. Heinecc. Elem. lib. 4, tit. 10, §§ 1246, 1247.

LITIS NOMEN OMNEM ACTIONEM SIGNIFICAT, SIVE IN REM, SIVE IN PERSONAM SIT. Co. Litt. 292. A lawsuit signifies every action, whether it be *in rem* or *in personam*.

LITISPENDENCE. An obsolete term for the time during which a lawsuit is going on.

LITISPENDENCIA. In Spanish law. Litispendency. The condition of a suit pending in a court of justice.

LITRE. Fr. A measure of capacity in the metric system, being a cubic decimetre, equal to 61.022 cubic inches, or 2.113 American pints, or 1.76 English pints. Webster.

LITTLE MORE THAN. About. Pierce v. Lefort, 197 La. 1, 200 So. 801, 803.

LITTORAL. Belonging to the shore, as of seas and great lakes. Webster.

Corresponding to riparian proprietors on a stream or small pond are littoral proprietors on a sea or lake. But "riparian" is also used coextensively with "littoral." Commonwealth v. Alger, 7 Cush., Mass., 94. See Boston v. Lecraw, 17 How. 426, 15 L.Ed. 118. One whose lands abut on lake is a "littoral owner". Darling v. Christensen, 166 Or. 17, 109 P.2d 585, 592; Peck v. Alfred Olsen Const. Co., 216 Iowa 519, 245 N.W. 131, 137, 89 A.L.R. 1147.

LITURA. Lat. In the civil law. An obliteration or blot in a will or other instrument. Dig. 28, 4, 1, 1.

LITUS. In Civil law. The bank of a stream or shore of the sea; the coast.

In old European law: A kind of servant; one who surrendered himself into another's power. Spelman.

LITUS EST QUOUSQUE MAXIMUS FLUCTUS A MARI PERVENIT. The shore is where the highest wave from the sea has reached. Dig. 50, 16, 96. Ang. Tide-Waters, 67.

LITUS MARIS. The sea-shore.

"It is certain that that which the sea overflows, either at high spring tides or at extraordinary tides, comes not, as to this purpose, under the denomination of '*litus maris*,' and consequently the king's title is not of that large extent, but only to land that is usually overflowed at ordinary tides. That, therefore, I call the '*shore*' that is between the common high-water and low-water mark, and no more." Hale de Jure Mar. c. 4.

LITVINOV ASSIGNMENT. An assignment to the United States as an incident to its recognition of the Union of Soviet Socialist Republics as the de jure government of Russia, of the Soviet government's claims against American nationals, as clarified by subsequent correspondence between officials of the two countries. United States v. Pink, N.Y., 62 S.Ct. 552, 562, 315 U.S. 203, 86 L.Ed. 796.

LIVE. In possession of all those limbs and faculties by which life is enjoyed and not mere animal existence. In re Healy's Will, 8 N.Y.S.2d 394, 399, 255 App.Div. 361. To live in a place, is to reside there, to abide there, to have one's home. Leroux v. Industrial Accident Commission of California, 140 Cal.App. 569, 35 P.2d 624, 626.

LIVE AND COHABIT TOGETHER AS HUSBAND AND WIFE. As applied to common-law marriages, means a living together, claiming to be married, in the relationship of husband and wife. Drummond v. Benson, Tex.Civ.App., 133 S.W.2d 154, 159.

LIVE OIL. Oil that has gas in it. Crow v. Continental Oil Co., C.C.A.Tex., 100 F.2d 292, 293.

LIVE STOCK. Domestic animals used or raised on a farm. Boland v. Cecil, 65 Cal.App.2d 832, 150 P.2d 819, 822.

The term in its generic sense includes all domestic animals. Meader v. Unemployment Compensation Division of Industrial Accident Board, 64 Idaho 716, 136 P.2d 984, 987. It includes fur bearing animals raised in captivity. Fromm Bros. v. United States, D.C.Wis., 35 F.Supp. 145, 147.

LIVE-STOCK INSURANCE. See Insurance.

LIVE STORAGE. As applied to storage of automobiles in garages, "dead storage" is where cars not in use are deposited or put away, sometimes for the season, and "live storage" is the storage of cars in active daily use. Hogan v. O'Brien, 206 N.Y.S. 831, 832, 123 Misc. 865, affirmed 208 N.Y. S. 477, 212 App.Div. 193.

"The extent of responsibility of a garage keeper for cars put in his garage sometimes depends on whether they are in 'dead storage' or 'live storage'. * * * In some jurisdictions where, according to the general custom of the patrons of a garage, their cars kept at the garage can be taken out and returned at will, day or night, the garage keeper will be liable for a loss caused by a failure to exercise ordinary care for the protection of such cars, notwithstanding he may not know that the specific car has been returned." Blashfield, Cyc. of Automobile Law and Prac., Perm. Ed., § 5023.

LIVELODE. Maintenance; support.

LIVERY

LIVERY. 1. In English law. Delivery of possession of their lands to the king's tenants *in capite* or tenants by knight's service.

2. A writ which may be sued out by a ward in chivalry, on reaching his majority, to obtain delivery of the possession of his lands out of the hands of the guardian. 2 Bl.Comm. 68.

3. A particular dress or garb appropriate or peculiar to certain persons, as the members of a guild, or, more particularly, the servants of a nobleman or gentleman.

4. The privilege of a particular guild or company of persons, the members thereof being called "livery-men."

5. A contract of hiring of work-beasts, particularly horses, to the use of the hirer. It is seldom used alone in this sense, but appears in the compound, "livery-stable."

6. Feeding, stabling, and care of horses for pay; boarding; as, to keep one's horses at livery, the keeping of horses, and hence of vehicles, boats, etc., in readiness to be hired; the state of being so kept. Biehler v. Great American Indemnity Co., 127 N.J.L. 114, 21 A.2d 225, 226.

LIVERY CONVEYANCE. A vehicle used indiscriminately in conveying the public, without limitation to certain persons or particular occasions or without being governed by special terms. Elliott v. Behner, 150 Kan. 876, 96 P.2d 852, 857.

LIVERY IN CHIVALRY. In feudal law. The delivery of the lands of a ward in chivalry out of the guardian's hands, upon the heir's attaining the requisite age,—twenty-one for males, sixteen for females. 2 Bl.Comm. 68.

LIVERY OF SEISIN. The appropriate ceremony, at common law, for transferring the corporal possession of lands or tenements by a grantor to his grantee.

It was livery *in deed* where the parties went together upon the land, and there a twig, clod, key, or other symbol was delivered in the name of the whole. Livery *in law* was where the same ceremony was performed, not upon the land itself, but in sight of it. 2 Bl.Comm. 315, 316; Micheau v. Crawford, 8 N.J.Law, 108; Northern Pac. R. Co. v. Cannon, C.C.Mont., 46 F. 232.

LIVERY OFFICE. An office appointed for the delivery of lands.

LIVERY STABLE. A place where horses are groomed, fed, and hired, and where vehicles are let. Williams v. Garignes, 30 La. Ann. 1095; Grimes v. State, 82 Tex. Cr. R. 512, 200 S.W. 378, 379.

LIVERY STABLE KEEPER. One whose business it is to keep horses for hire or to let, or to keep, feed, or board horses for others. Kittanning Borough v. Montgomery, 5 Pa. Super. 198.

LIVERYMAN. A member of some company in the city of London; also called a "freeman."

LIVES IN BEING. As used in rule against perpetuities, means any lives in being at any time future interest is created, regardless of personal

interest therein. In re Friday's Estate, 313 Pa. 328, 170 A. 123, 125, 91 A.L.R. 766.

LIVING. Existing, surviving, or continuing in operation. In re Lydig's Estate, 260 N.Y.S. 147, 145 Misc. 321.

Also means to abide, to dwell, to reside and literally signifies the pecuniary resources by means of which one exists. Leroux v. Industrial Accident Commission of California, 140 Cal. App. 569, 35 P.2d 624, 626.

A child in the mother's womb is living. In re Holthausen's Will, 26 N.Y.S.2d 140, 143, 175 Misc. 1022. A child born two months after death of father was a "living child" at death of father. Barnett v. Pinkston, 238 Ala. 327, 191 So. 371, 374. Person born within three months after testator's death held "living," at that time. In re Abbe's Estate, 245 N.Y.S. 291, 293, 138 Misc. 210. Under testamentary gift, life tenant's daughter or survivor, word "survivor" is synonymous with word "living." In re Dyckman's Will, 245 N.Y.S. 631, 635, 138 Misc. 253.

LIVING APART. To live in a separate abode. McDaniel v. McDaniel, 292 Ky. 56, 165 S.W.2d 966, 967.

LIVING AT TIME OF ANOTHER'S DEATH. Remaining in life after such other person's death. Sabit v. Safe Deposit & Trust Co. of Baltimore, 184 Md. 24, 40 A.2d 231, 238.

LIVING IN ADULTERY. An act of intercourse between parties and a continuation of such relation or an intention or agreement that it be continued. Brown v. State, 31 Ala. App. 233, 14 So.2d 596, 597.

LIVING IN OPEN AND NOTORIOUS ADULTERY. To constitute, parties must dwell together openly and notoriously as if conjugal relation existed between them. People v. Potter, 319 Ill. App. 409, 49 N.E.2d 307, 309.

The parties must reside together in face of society as if conjugal relations existed between them, and fact of their so living and that they are not husband and wife must be known in community in which they reside. Mathis v. State, 60 Okl. Cr. 58, 61 P.2d 261, 267.

LIVING SEPARATE AND APART. Exists where the spouses have come to a parting of the ways and have no present intention of resuming marital relations and taking up life together under the same roof, not where they are residing temporarily in different places for economic or social reasons. Woodall v. Commissioner of Internal Revenue, C.C.A.9, 105 F.2d 474, 477.

LIVING TOGETHER. As respects court's right to allow suit money to wife in divorce action, means dwelling together in same house, eating at same table, the two parties holding themselves out to world and conducting themselves toward each other as husband and wife. Lipp v. Lipp, Mo. App., 117 S.W.2d 364, 365, 366.

As used in adultery, statute means that parties must dwell or reside together in same habitation as a common or joint residing place. Polous v. State, 117 Tex. Cr. R. 1, 36 S.W.2d 754, 755.

As used in compensation law the words were intended to cover cases where no break in marriage relation existed, and therefore physical dwelling together is not necessary. Harris v. Louisiana Oil Refining Corporation, 127 So. 40, 42, 13 La. App. 416; Berg v. Industrial Commission, 236 Wis. 172, 294 N.W. 506, 509.

LIVING WITH HUSBAND. Means to dwell, to reside, to make one's abiding place or home with him, and may also mean to cohabit, and means living together as husband and wife in ordinary acceptance of words in common understanding, maintaining a home and living together in same household or actually cohabiting under conditions which would be regarded as constituting a family relation. *McPadden v. Morris*, 126 Conn. 654, 13 A.2d 679, 680.

Wife continuing to occupy homestead premises after husband abandoned, *Reymond v. Louisiana Trust & Savings Bank*, 177 La. 409, 148 So. 663, 667. Wife involuntarily confined in asylum for insane. *Harrison v. Cargill Commission Co.*, 126 Neb. 185, 252 N.W. 899.

LIVRE TOURNOIS. A coin used in France before the Revolution. It is to be computed in the *ad valorem* duty on goods, etc., at eighteen and a half cents. Act Cong. March 2, 1798, § 61; 1 Story, Laws, 629.

LLOYD'S. An association in the city of London, originally for the transaction of marine insurance, the members of which underwrite one another's policies. See *Durbrow v. Eppens*, 65 N.J.L. 10, 46 A. 585.

LLOYD'S BONDS. The name of a class of evidences of debt, used in England; being acknowledgments, by a borrowing company made under its seal, of a debt incurred and actually due by the company to a contractor or other person for work done, goods supplied, or otherwise, as the case may be, with a covenant for payment of the principal and interest at a future time. *Brown*.

LLOYD'S INSURANCE. Insurers are such as individuals and not as a corporate insurance company and the liability for loss is several and not joint. *Jones v. Hollywood Style Shop*, Tex.Civ. App., 62 S.W.2d 167. The "Lloyds' Plan," contemplates individual liability of the several underwriters. *Harris v. Prince*, 132 Tex. 231, 121 S.W. 2d 983, 986.

LOAD LINE. The depth to which a ship will sink in salt water when loaded.

A design, painted on each side of vessel, intended as a guide to determine safe loading depth under various conditions. *The Indien*, C.C.A.Cal., 71 F.2d 752, 759.

Every British ship must be marked on each side amidships with a loadline indicating the maximum loadline in salt water, to which it is lawful to load the ship. Sailing ships under eighty tons, fishing ships, and pleasure yachts, also ships employed exclusively in trading in any river or inland water wholly or partly in any British possession, and tugs and passenger steamers plying in smooth water or in excursion limits are excepted. This mark is called Plimsoll's Mark or Line, from Samuel Plimsoll, by whose efforts the passage of an act of parliament to prevent overloading was procured. The law applies to foreign ships while within any port of the United Kingdom, other than such as come into any such port to which they are not bound and for any purpose other than embarking or landing passengers or taking in or discharging cargo or taking in bunker coal. There must also be a mark on each side amidships indicating the position of each deck above water.

LOADING. The act of putting a load on or in; as to load a beast of burden, a car or a vessel; hence, to charge as with a load or burden. *Amer-*

ican Oil & Supply Co. v. United States Casualty Co., 19 N.J.Misc. 7, 18 A.2d 257, 259.

The difference between gross and net premiums on policies. Commissioner of Insurance v. Massachusetts Accident Co., 314 Mass. 558, 50 N.E.2d 801, 809; Metropolitan Life Ins. Co. v. Rouillard, 92 N.H. 16, 24 A.2d 264, 266; *Magers v. Northwestern Mut. Life Ins. Co.*, 348 Mo. 96, 152 S.W.2d 148, 150.

LOADMANAGE. The pay to loadsmen; that is, persons who sail or row before ships, in barks or small vessels, with instruments for towing the ship and directing her course, in order that she may escape the dangers in her way. *Poth. Des Avaries*, no. 137.

LOAF. To spend time in idleness, to lounge or loiter about or along. *City of Olathe v. Lauck*, 156 Kan. 637, 135 P.2d 549, 551.

LOAN. A lending, *In re Lalla's Estate*, 362 Ill. 621, 1 N.E.2d 50, 53.

Also means advance of money with an absolute promise to repay, *Bankers Mortgage Co. v. Commissioner of Internal Revenue*, C.C.A.Tex., 142 F.2d 130, 131. Bailment without reward, consisting of the delivery of an article by the owner to another person, to be used by the latter gratuitously, and returned either *in specie* or in kind. A sum of money confided to another. *Nichols v. Fearson*, 7 Pet. 109, 8 L.Ed. 623; *Booth v. Terrell*, 16 Ga. 20, 25; a borrowing of money or other personal property by a person who promises to return it, *State v. Moltzner*, 141 Or. 355, 17 P.2d 555, 556; contract whereby one delivers money to another who agrees to return equivalent sum. *Easter Oil Corporation v. Strauss*, Tex.Civ.App., 52 S.W.2d 336, 340; *Shaw v. McShane*, Tex.Com.App., 50 S.W.2d 278, 282; debts arising from borrowing of money, *Lawrie v. Miller*, Tex.Com.App., 45 S.W.2d 172, 173; delivery by one party and receipt by another party of money on agreement, express or implied, to repay money with or without interest, *Parsons v. Fox*, 179 Ga. 605, 176 S.E. 642; *O. A. Graybeal Co. v. Cook*, 111 Cal.App. 518, 295 P. 1088, 1092; deposit of money by a customer with banker, *Gimbel Bros. v. White*, 10 N.Y.S.2d 666, 667, 256 App.Div. 439; deposit on time certificates, *Carroll v. Eblen*, 178 Tenn. 146, 156 S.W.2d 412, 415; payment of money by one to another to be repaid some future day, *In re Arbuckle's Estate*, 324 Pa. 501, 188 A. 758, 761; that which one lends or borrows, *In re Lalla's Estate*, 362 Ill. 621, 1 N.E.2d 50, 53; transaction creating customary relation of borrower and lender, *Bannock County v. Citizens' Bank & Trust Co.*, 53 Idaho 159, 22 P.2d 674. Transaction wherein one party transfers to the other a sum of money which that other agrees to repay absolutely. *Yezek v. Delaware, L. & W. R. Co.*, 28 N.Y.S.2d 35, 36, 176 Misc. 553.

The four elements of a "loan" are, a principal sum, a placing of the sum with a safe borrower, an agreement that interest is to be paid, and a recognition by receiver of money of his liability for return of the principal amount with accrued interest. *McLendon v. Johnson*, 71 Ga.App. 424, 31 S.E.2d 89, 92.

LOAN ASSOCIATION. See Building and Loan Association.

LOAN CERTIFICATES. Certificates issued by a clearing-house to the associated banks to the amount of seventy-five per cent. of the value of the collaterals deposited by the borrowing banks with the loan committee of the clearing-house. *Anderson*.

LOAN FOR CONSUMPTION. A loan for consumption is where the article is not to be returned in specie, but in kind. This is a sale and not a

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bailment. Code Ga. 1882, § 2125 (Civ. Code 1910, § 3516).

The loan for consumption is an agreement by which one person delivers to another a certain quantity of things which are consumed by the use, under the obligation, by the borrower, to return to him as much of the same kind and quality. Civ.Code La. art. 2910.

LOAN FOR EXCHANGE. A loan for exchange is a contract by which one delivers personal property to another, and the latter agrees to return to the lender a similar thing at a future time, without reward for its use. Civ. Code Cal. § 1902.

LOAN FOR USE. Occurs where a chattel is to be used by bailee without reward and then specifically returned to bailor. Slack v. Bryan, 299 Ky. 132, 184 S.W.2d 873, 876.

The loan for use is an agreement by which a person delivers a thing to another, to use it according to its natural destination, or according to the agreement, under the obligation on the part of the borrower, to return it after he shall have done using it. Civ.Code La. art. 2893. A loan for use is a contract by which one gives to another the temporary possession and use of personal property, and the latter agrees to return the same thing to him at a future time, without reward for its use. Civ.Code Cal. § 1884. A loan for use is the gratuitous grant of an article to another for use, to be returned *in specie*, and may be either for a certain time or indefinitely, and at the will of the grantor. Code Ga.1882, § 2126 (Civ.Code 1910, § 3517). Loan for use (called "*commodatum*" in the civil law) differs from a loan for consumption, (called "*mutuum*" in the civil law,) in this: that the *commodatum* must be specifically returned; the *mutuum* is to be returned in kind. In the case of a *commodatum*, the property in the thing remains in the lender; in a *mutuum*, the property passes to the borrower. Bouvier.

LOAN, GRATUITOUS, (or COMMODATE.) A class of bailment which is called "*commodatum*" in the Roman law, and is denominated by Sir William Jones a "loan for use," (*prêt-à-usage*), to distinguish it from "*mutuum*," a loan for consumption. It is the gratuitous lending of an article to the borrower for his own use. Wharton.

LOAN SOCIETIES. In English law. A kind of club formed for the purpose of advancing money on loan to the industrial classes.

LOANED EMPLOYEE. Whether an employee should be regarded as a "loaned employee" in the service of a special employer, or whether he should be regarded as remaining in the service of his general employer, depends upon in whose work the employee was engaged at the time of injury. Owen v. St. Louis Spring Co., 175 Tenn. 543, 136 S. W.2d 498, 499, 500.

Under the "loaned servant doctrine", when one lends his servant to another for a particular employment, servant, for anything done in that employment, must be dealt with as servant of one to whom he is lent. Blair v. Durham, C.C.A.Tenn., 134 F.2d 729, 732.

Under the "loaned servant" rule, a loaned servant does not become the servant of the borrower unless the borrower has exclusive control over him for the period covered. Walter v. Everett School Dist. No. 24, 195 Wash. 45, 79 P.2d 689.

LOBBYING. "Lobbying" is defined to be any personal solicitation of a member of a legislative body during a session thereof, by private interview, or letter or message, or other means and appliances not addressed solely to the judgment,

to favor or oppose, or to vote for or against, any bill, resolution, report, or claim pending, or to be introduced by either branch thereof, by any person who misrepresents the nature of his interest in the matter to such member, or who is employed for a consideration by a person or corporation interested in the passage or defeat of such bill, resolution, report, or claim, for the purpose of procuring the passage or defeat thereof. But this does not include such services as drafting petitions, bills, or resolutions, attending to the taking of testimony, collecting facts, preparing arguments and memorials, and submitting them orally or in writing to a committee or member of the legislature, and other services of like character, intended to reach the reason of legislators. Code Ga. 1882, § 4486. And see Colusa County v. Welch, 122 Cal. 428, 55 P. 248; Houlton v. Nichol, 93 Wis. 393, 67 N.W. 715, 33 L.R.A. 166, 57 Am.St.Rep. 928.

LOBBYING CONTRACT. A contract to secure the passage of legislation by any other means than the use of reason and presentation of facts, making arguments and submitting them orally or in writing. Ewing v. National Airport Corporation, C.C.A.Va., 115 F.2d 859, 860, 861.

LOBBYIST. One who makes it a business to procure the passage of bills pending before a legislative body.

One "who makes it a business to 'see' members and procure, by persuasion, importunity, or the use of inducements, the passing of bills, public as well as private, which involve gain to the promoters." 1 Bryce, Am. Com. 156.

L'OBLIGATION SANS CAUSE, OU SUR UNE FAUSSE CAUSE, OU SUR CAUSE ILLICITE, NE PEUT AVOIR AUCUN EFFET. An obligation without consideration, or upon a false consideration, (which fails,) or upon unlawful consideration, cannot have any effect. Code Civil, 3, 4; Chit. Cont. (11th Am. Ed.) 25, note.

LOCAL. Relating to place, expressive of place; belonging or confined to a particular place. Distinguished from "general," "personal," and "transitory."

As to local "Allegiance," "Custom," "Government," "Taxes," and "Venue," see those titles.

LOCAL ACT. See Local Law.

LOCAL ACT OF PARLIAMENT. An act which has for its object the interest of some particular locality as the formation of a road, the alteration of the course of a river, the formation of a public market in a particular district, etc. Brown.

LOCAL ACTIONS. Embrace all actions in which the subject or thing sought to be recovered is in its nature local. Hesselbrock v. Burlington County, 111 N.J.L. 177, 168 A. 45, 46. If action could only have arisen in one place, then it is a "local action." Employers' Casualty Co. v. Ponton, Tex. Civ.App., 41 S.W.2d 147, 149; Barnett v. National Surety Corporation, 195 Miss. 528, 15 So.2d 775, 776, 777.

Actions are "local" when the transactions on which they are based could not occur except in some particular place. *Bunting v. Henderson*, 220 N.C. 194, 16 S.E.2d 836, 837. "Local," within statute providing where suits of local nature must be brought, is fixed place or determinate zone identified with given region. *Hills v. F. S. Harmon & Co.*, D.C.Wash., 56 F.2d 662, 663.

One wherein all principal facts on which it is founded are of a local nature; as where possession of land is to be recovered, or damages for an actual trespass, or for waste affecting land, because in such case the cause of action relates to some particular locality, which usually also constitutes the venue of the action. *Miller & Lux v. Rickey*, C.C.Nev., 127 F. 577; *Crook v. Pitcher*, 61 Md. 513. Where subject-matter is situated in a county other than one in which the parties reside and the primary and principal relief sought relates to such subject-matter; such action must be brought and tried in the county where such subject-matter is situated. *State v. District Court of Blue Earth County*, 150 Minn. 512, 185 N.W. 953. And where the cause in its nature could only have arisen in one place. *Taylor v. Sommers Bros. Match Co.*, 35 Idaho, 33, 204 P. 472, 474. See *transitory* actions, post, in this note.

LOCAL AFFAIRS. The "local affairs" over which regulation, management and control are delegated to cities are affairs within the jurisdiction of the city by the law of its being. *Robia Holding Corporation v. Walker*, 239 N.Y.S. 659, 662, 136 Misc. 358.

LOCAL AGENT. An agent at a given place or within a definite district. *Sharp & Dohme v. Waybourne*, Tex.Civ.App., 74 S.W.2d 413.

An agent may be a general agent as to his powers, although he represents the company only in a particular locality or within a limited territory, and in the latter aspect is called a "local agent", *Prudential Ins. Co. of America v. Jenkins*, 290 Ky. 802, 162 S.W.2d 791, 795. An agent placed in charge of corporation's local business for purpose of winding it up, *National Hardware & Stove Co. v. Walters*, Tex.Civ.App., 58 S.W.2d 146, 147; an employee whose duties were to keep books, to write sales letters, to sell merchandise, to audit claims, and, in absence of president, to look after office details of business, *State Trust & Savings Bank v. Ferguson Seed Farms, Inc.*, Tex.Civ.App., 80 S.W.2d 417, 418; one appointed to act as the representative of a corporation and transact its business generally (or business of a particular character) at a given place or within a defined district, *Moore v. Freeman's Nat. Bank*, 92 N.C. 590, 594; *Western Cottage Piano & Organ Co. v. Anderson*, 97 Tex. 432, 79 S.W. 517; one who represents corporation in promotion of business for which it was incorporated, in county in which suit is filed, *National Hardware & Stove Co. v. Walters*, Tex.Civ.App., 58 S.W.2d 146; one who stands in shoes of corporation in relation to particular matters committed to his care and represents corporation in its business in either a general or limited capacity. *McDonald Service Co. v. Peoples Nat. Bank of Rock Hill, S.C.*, 218 N.C. 533, 11 S.E.2d 556, 558, 559. A "local agent" to receive and collect money means an agent residing either permanently or temporarily within the state for purpose of his agency. *McDonald Service Co. v. Peoples Nat. Bank of Rock Hill, S.C.*, 218 N.C. 533, 11 S.E.2d 556, 558.

City manager is the "managing or local agent of city". *Grimes v. City of Lexington*, 216 N.C. 735, 6 S.E.2d 505, 506.

LOCAL AND SPECIAL LEGISLATION. Applies to special or particular places or special and particular person, and is distinguished from statute general in operation and relating to classes of persons or subjects. *Madison County Board of Education v. Smith*, 250 Ky. 495, 63 S.W.2d 620.

LOCAL ASSESSMENT. A charge in the nature of tax, levied to pay the whole or part of the cost of local improvements, and assessed upon the various parcels of property specially benefited thereby. *Gould v. Baltimore*, 59 Md. 380.

LOCAL CHATTEL. A thing is local that is fixed to the freehold. *Kitchin*, 180.

LOCAL CONCERN. An activity is of "local concern" if it is exercised by the municipality in its proprietary capacity. *Luhrs v. City of Phoenix*, 52 Ariz. 438, 83 P.2d 283, 285.

LOCAL COURTS. Courts whose jurisdiction is limited to a particular territory or district. The expression often signifies the courts of the state, in opposition to the United States courts. *People v. Porter*, 90 N.Y. 75.

LOCAL FREIGHT. Freight shipped from either terminus of a railroad to a way station, or *vice versa*, or from one way station to another; that is, over a part of the road only. *Mobile & M. R. Co. v. Steiner*, 61 Ala. 579.

LOCAL FREIGHT TRAIN. One which stops at any siding or depot and loads or unloads freight as differentiated from one which takes and leaves freight only at certain stops. *Arizona Eastern R. Co. v. State*, 29 Ariz. 446, 242 P. 870, 871; *Oregon, C. & E. Ry. Co. v. Blackmer*, 154 Or. 388, 59 P.2d 694, 695.

LOCAL IMPROVEMENT. A public improvement made in a particular locality, by which the real property adjoining or near such locality is specially benefited. *Floyd v. Parker Water & Sewer Sub-District*, 203 S.C. 276, 17 S.E.2d 223, 227; *Bragdon v. City of Muskogee*, 133 Okl. 224, 271 P. 1006, 1008.

LOCAL IMPROVEMENT ASSESSMENT. A charge placed upon lands within a given district to pay the benefits which the respective parcels of land derive from the improvement. *Wells v. Union Oil Co. of California*, 25 Cal.App.2d 165, 76 P.2d 696, 697. An assessment for construction of improvement. *University Nat. Co. v. Grays Harbor County*, 12 Wash.2d 549, 122 P.2d 501, 502.

LOCAL IMPROVEMENT BONDS. Bonds issued to pay for improvements. *State ex rel. Kuehl v. City of Seattle*, 195 Wash. 110, 79 P.2d 974, 979.

LOCAL INFLUENCE. As a statutory ground for the removal of a cause from a state court to a federal court, this means influence enjoyed and wielded by the plaintiff, as a resident of the place where the suit is brought, in consequence of his wealth, prominence, political importance, business or social relations, or otherwise, such as might affect the minds of the court or jury and prevent the defendant from winning the case, even though the merits should be with him. See *Neale v. Foster*, C.C.Or., 31 F. 53.

LOCAL LAW. A law which is special as to place. *Leuthold v. Brandjord*, 100 Mont. 96, 47 P.2d 41, 45; *City of Mt. Olive v. Braje*, 366 Ill. 132, 7 N.E.2d 851, 853.

One applicable exclusively to special or particular places, or special and particular persons. *Stevenson v. Hardin*, 238 Ky. 600, 38 S.W.2d 462, 463; *State v. First State Bank of Jud*, 52 N.D. 231, 202 N.W. 391, 399; one applicable only to a particular part of the legislative jurisdiction, *Handy v. Johnson*, D.C.Tex., 51 F.2d 809, 812; one limited in its

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operation to certain districts of the territorial jurisdiction of the law-making power or to certain individual persons or corporations, one which pertains to a particular place or to a definite region or portion of space or is restricted to one place. *State v. Johnson*, 170 N.C. 685, 86 S.E. 788, 792; *State v. Daniel*, 87 Fla. 270, 99 So. 804, 809; one operating only in a limited territory or specified locality, *State v. Dixon*, 215 N.C. 161, 1 S.E.2d 521, 522; *Douglas v. Foley*, 36 N.Y.S.2d 657, 660, 178 Misc. 767; one operating only in a part of domain of state, *Tribbett v. Village of Marcellus*, 294 Mich. 607, 293 N.W. 872, 877; *Punke v. Village of Elliott*, 364 Ill. 604, 5 N.E.2d 389, 393; one that affects private persons, private property, and private or local private interests, *State ex rel. Porterle v. Smith*, 184 La. 263, 166 So. 72, 79, 80, 81; one that in fact, if not in form, is directed only to a specific spot, *City of Fort Worth v. Bobbitt*, 121 Tex. 14, 36 S.W.2d 470, 472; one that rests on false or deficient classifications, its vice being that it does not embrace all the class to which it is naturally related, *State ex rel. Atty. Gen. v. Lee*, 193 Ark. 270, 99 S.W.2d 835, 837; *School Dist. No. 85 of Kay County v. School Dist. No. 71 of Kay County*, 135 Okl. 270, 276 P. 186, 189; one which embraces less than the entire class of persons or places to whose condition such legislation would be necessary or appropriate, *State v. Clement*, 188 La. 923, 178 So. 493, 496; one which in its subjects relates to but a portion of the people of the state, or to their property, and may not, either in its subject, operation, or immediate and necessary results, affect the people of the state, or their property in general, *State v. Clement*, 188 La. 923, 178 So. 493, 496; one which relates to particular locality, *Iowa Motor Vehicle Ass'n v. Board of Railroad Com'rs*, 207 Iowa 461, 221 N.W. 364; one which relates to particular persons or things or to particular persons or things of a class or which operates on or over a portion of a class instead of all of the class, *In re Annexation of Reno Quartermaster Depot Military Reservation to Independent School Dist. No. 34, Canadian County, Okl.*, 180 Okl. 274, 69 P.2d 659, 662; one whose operation is confined within territorial limits, other than those of the whole state or any properly constituted class or locality therein. *State v. Kallas*, 97 Utah 492, 94 P.2d 414, 420; *Ravitz v. Steurele*, 257 Ky. 108, 77 S.W.2d 360, 364.

Act is not "local" because it operates in only one place or on particular class of persons or things, provided there is reasonable basis for legislative classification. *People v. City of Chicago*, 349 Ill. 304, 182 N.E. 419, 430.

Exemption of one or more counties from law makes law "local." *Leonard v. Luxora-Little River Road Maintenance Dist. No. 1*, 187 Ark. 599, 61 S.W.2d 70.

Municipal ordinances and regulations are "local laws". *Orme v. Atlas Gas & Oil Co.*, 217 Minn. 27, 13 N.W.2d 757, 761.

There must be a reasonable basis for a classification of counties by population, else an act affecting counties within a certain range in population will be declared a "local act". *Waybright v. Duval County*, 142 Fla. 875, 196 So. 430, 432.

LOCAL OPTION. "Prohibition" in a particular locality. *Keeling v. Coker*, 294 Ky. 199, 171 S.W.2d 263, 267. Prohibition of the sale and traffic in alcoholic beverages. *Neff v. Moberly*, 296 Ky. 319, 177 S.W.2d 78.

A privilege accorded by the legislature of a state to the several counties or other districts of the state to determine, each for itself, by popular vote, whether or not licenses should be issued for the sale of intoxicating liquors within such districts. See *Wilson v. State*, 35 Ark. 416; *State v. Brown*, 19 Fla. 598.

LOCAL PREJUDICE. The "prejudice or local influence" which will warrant the removal of a cause from a state court to a federal court may be either prejudice and influence existing against the party seeking such removal or existing in favor of his adversary. *Neale v. Foster*, C.C.Or., 31 F. 53.

LOCAL RULES. Those promulgated in view of local physical conditions in the state, the character of the people, their peculiar customs, usages,

and beliefs. *Farmers Bank & Trust Co. v. Public Service Co. of Indiana*, D.C.Ky., 13 F.Supp. 548, 552.

LOCAL STATUTE. See Local Law.

LOCALITY. Is a definite region in any part of space; geographical position. *Warnock v. Kraft*, 30 Cal.App.2d 1, 85 P.2d 505, 506. "Place", "vicinity", "neighborhood" and "community". *Conley v. Valley Motor Transit Co.*, C.C.A.Ohio, 139 F.2d 692, 693; *Lukens Steel Co. v. Perkins*, 107 F.2d 627, 631, 70 App.D.C. 354.

Word "localities" in act prohibiting carrier from giving undue preference to any locality or subjecting it to undue prejudice denotes origin or destination of traffic and shipping, producing, and consuming areas affected by carrier's rates and practices, *Texas & P. Ry. Co. v. U. S.*, Tex., 53 S.Ct. 768, 289 U.S. 627, 77 L.Ed. 1410.

In Scotch law. This name is given to a life-rent created in marriage contracts in favor of the wife, instead of leaving her to her legal life-rent of tierce. 1 Bell, Comm. 55.

LOCALITY OF A LAW SUIT. Place where judicial authority may be exercised. *Graver Tank & Manufacturing Corporation v. New England Terminal Co.*, C.C.A.R.I., 125 F.2d 71, 73; *Neirbo Co. v. Bethlehem Shipbuilding Corporation*, N. Y., 60 S.Ct. 153, 154, 308 U.S. 165, 84 L.Ed. 167.

LOCARE. To let for hire; to deliver or bail a thing for a certain reward or compensation. Bract. fol. 62.

LOCARIUM. In old European law. The price of letting; money paid for the hire of a thing; rent. Spelman.

LOCATAIRE. In French law. A lessee, tenant, or renter.

LOCATARIUS. Lat. A deposittee.

LOCATE. Discovery by survey. *Guardian Trust Co. of Houston, Tex., v. Jefferson Lake Oil Co.*, C.C.A.La., 85 F.2d 465, 467.

Also means to ascertain place in which something belongs, *Town of Underhill v. Town of Jericho*, 101 Vt. 41, 140 A. 156, 157. To ascertain and fix the position of something, the place of which was before uncertain or not manifest, as to locate the calls in a deed. To decide upon the place or direction to be occupied by something not yet in being, as to locate a road; or to define location or limits, *Delaware, L. & W. R. Co. v. Chiara*, C.C.A.N.J., 95 F.2d 663, 668; to designate site or place, *Union Pac. R. Co. v. City of Los Angeles*, 53 Cal.App.2d 825, 128 P.2d 408, 410; *Board of Sup'rs of Marshall County v. Stephenson*, 160 Miss. 372, 134 So. 142, 144.

LOCATED. A bank is "located" in the place specified in its organization certificate. *Raiola v. Los Angeles First Nat. Trust & Savings Bank*, 233 N.Y.S. 301, 304, 133 Misc. 630.

Commissioner of Agriculture and Markets or any head of bureau is "located" not only in principal office, but in authorized branch office, *Dairy Sealed v. Ten Eyck*, 288 N.Y.S. 641, 649, 159 Misc. 716; as used in articles of association of corporation, refers only to place where governing power of corporation is exercised, *Carter v. Spring Perch Co.*, 113 Conn. 636, 155 A. 832, 834; as used in gift tax law provision that no tax shall be imposed upon certain property when located without the state, refers to situs and not to mere physical presence, *Van Dyke v. Wisconsin Tax Commission*, 235 Wis. 128, 292 N.W. 313, 318; as used in special appearance of corporation, meant the place where defendant had its place of business, *Thomas v. Hector Const. Co.*,

216 Minn. 207, 12 N.W.2d 769; as used in statute imposing inheritance tax on devise to certain organizations "located" without the state or to such organizations "located" within the state if devise is for use without the state, is used in sense of domicile or residence. *San Jacinto Nat. Bank v. Sheppard*, Tex.Civ.App., 125 S.W.2d 715, 716, 717.

LOCATIO. Lat. In the civil law. Letting for hire.

The term is also used by text-writers upon the law of bailment at common law. *Hanes v. Shapiro & Smith*, 168 N.C. 24, 84 S.E. 33, 35. In Scotch law it is translated "location." Bell.

LOCATIO-CONDUCTIO. In the civil law. A compound word used to denote the contract of bailment for hire, expressing the action of both parties, viz., a letting by the one and a hiring by the other. 2 Kent, Comm. 586, note; Story, Bailm. § 368; *Coggs v. Bernard*, 2 Ld. Raym. 913.

LOCATIO CUSTODIÆ. A letting to keep; a bailment or deposit of goods for hire. Story, Bailm. § 442.

According to the classification of bailments at civil law, a "locatio custodiæ" is the hiring of care and services to be bestowed on the thing delivered. *Hanes v. Shapiro & Smith*, 168 N.C. 24, 84 S.E. 33, 35.

LOCATIO OPERIS. In the civil law. The contract of hiring work, i. e., labor and services.

It is a contract by which one of the parties gives a certain work to be performed by the other, who binds himself to do it for the price agreed between them, which he who gives the work to be done promises to pay to the other for doing it. *Poth.Louage*, no. 392; *Zell v. Dunkle*, 27 Atl. 38, 156 Pa. 353.

LOCATIO OPERIS FACIENDI. A letting out of work to be done; a bailment of a thing for the purpose of having some work and labor or care and pains bestowed on it for a pecuniary recompense. 2 Kent, Com. 586, 588; Story, Bailm. §§ 370, 421, 422; *Hanes v. Shapiro & Smith*, 168 N.C. 24, 84 S.E. 33, 35. *Metal Package Corporation of New York v. Osborn*, 145 Md. 371, 125 A. 752, 754.

LOCATIO OPERIS MERCIUM VEHNDARUM. A letting of work to be done in the carrying of goods; a contract of bailment by which goods are delivered to a person to carry for hire. 2 Kent, Comm. 597; Story, Bailm. §§ 370, 457; *Hanes v. Shapiro & Smith*, 168 N.C. 24, 84 S.E. 33, 35.

LOCATIO REI. A letting of a thing to hire. 2 Kent, Comm. 586.

The bailment or letting of a thing to be used by the bailee for a compensation to be paid by him. Story, Bailm. § 370; *Hanes v. Shapiro & Smith*, 168 N.C. 24, 84 S.E. 33, 35.

LOCATION. Site or place. *Board of Sup'rs of Marshall County v. Stephenson*, 160 Miss. 372, 134 So. 142, 144.

The "location" of administration of a trust means place of performance of active duties of trustee. In *re Risher's Will*, 227 Wis. 104, 277 N.W. 160, 164, 115 A.L.R. 790; *Campbell v. Albers*, 313 Ill.App. 152, 39 N.E.2d 672, 676.

American land law. The designation of the boundaries of a particular piece of land, either upon record or on the land itself. *Mosby v. Carland*, 1 Bibb, Ky., 84. The finding and marking out the bounds of a particular tract of land, upon the land itself, in conformity to a certain description contained in an entry, grant, map, etc.; such

description consisting in what are termed "locative calls." *Cunningham v. Browning*, 1 Bland, Md., 329.

Corporations. Place where governing power of corporation is exercised. *Carter v. Spring Perch Co.*, 113 Conn. 636, 155 A. 832, 834.

Mining law. Continuous possession of mining claim for five years before adverse rights exist is equivalent to "location." *Dalton v. Clark*, 129 Cal.App. 136, 18 P.2d 752, 754.

The act of appropriating a "mining claim" (parcel of land containing precious metal in its soil or rock) according to certain established rules. It usually consists in placing on the ground, in a conspicuous position, a notice setting forth the name of the locator, the fact that it is thus taken or located, with the requisite description of the extent and boundaries of the parcel. *St. Louis Smelting, etc., Co. v. Kemp*, 104 U.S. 649, 26 L.Ed. 875; *Producers' Oil Co. v. Hanszen*, 132 La. 691, 31 So. 754, 759; *Cole v. Ralph*, 252 U.S. 286, 40 S.Ct. 321, 326, 64 L.Ed. 567.

In a secondary sense, the mining claim covered by a single act of appropriation or location.

The act or series of acts whereby the boundaries of the claim are marked, etc., but it confers no right in the absence of discovery, both being essential to a valid claim. *United States v. Mobley*, D.C.Cal., 45 F.Supp. 407, 410.

To constitute a valid "location" of a lode of quartz, "discovery" of a vein or lode of quartz is necessary. *Dalton v. Clark*, 129 Cal.App. 136, 18 P.2d 752, 754.

Scotch law. A contract by which the temporary use of a subject, or the work or service of a person, is given for an ascertained hire. 1 Bell, Comm. 255.

Street railways. A location, except on private premises, is in the nature of a privilege or permit to use the public ways, *Boston Elevated Ry. Co. v. Commonwealth*, 310 Mass. 528, 39 N.E.2d 87, 99. A "location" on private lands means a location in the nature of an "easement" or of ownership thereof with permission from public authorities to construct and maintain railway. *Boston Elevated Ry. Co. v. Commonwealth*, 310 Mass. 528, 39 N.E.2d 87, 99.

LOCATIVE CALLS. In a deed, patent, or other instrument containing a description of land, locative calls are specific calls, descriptions, or marks of location, referring to landmarks, physical objects, or other points by which the land can be exactly located and identified.

In harmonizing conflicting calls in a deed or survey of public lands, courts will ascertain which calls are locative and which are merely directory, and conform the lines to the locative calls; "directory calls" being those which merely direct the neighborhood where the different calls may be found, whereas "locative calls" are those which serve to fix boundaries. *Cates v. Reynolds*, 143 Tenn. 667, 228 S.W. 695, 696.

LOCATOR.

American land law. One who locates land, or intends or is entitled to locate. See Location.

Civil and Scotch law. A letter; one who lets; he who, being the owner of a thing, lets it out to another for hire or compensation. *Coggs v. Bernard*, 2 Ld. Raym. 913.

LOCATUM. A hiring. See Bailment.

LOCKED. Iron-safe clause providing that safe be kept securely "locked" required merely that safe door be securely closed so as to preserve fire-proof quality of safe, regardless whether combination lock was set. *British General Ins. Co., Limited, of London, England v. Boone*, Tex.Civ.App., 67 S.W.2d 353.

LOCKMAN. An officer in the Isle of Man, to execute the orders of the governor, much like our under-sheriff. Wharton.

LOCKOUT

LOCKOUT. A cessation of the furnishing of work to employees in an effort to get for the employer more desirable terms. Jeffery-DeWitt Insulator Co. v. National Labor Relations Board, C.C.A.4, 91 F.2d 134, 137; Sandoval v. Industrial Commission, 110 Colo. 108, 130 P.2d 930, 935; Barnes v. Hall, 285 Ky. 160, 146 S.W.2d 929, 936; The act of locking out; refusal of an employer to furnish work to employees, used as a means of coercion. Agostini v. State, 40 N.Y.S.2d 598, 605.

LOCK-UP HOUSE. A place used temporarily as a prison.

LOCMAN. Fr. In French marine law. A local pilot whose business was to assist the pilot of the vessel in guiding her course into a harbor, or through a river or channel. Martin v. Farnsworth, 33 N.Y.Super.Ct. 260.

LOCO PARENTIS. See In Loco Parentis.

LOCOCESSION. The act of giving place.

LOCOMOTIVE. An engine constructed and used for traction purposes on a railroad track. United States v. Fort Worth & Denver City Ry. Co., D.C. Tex., 21 F.Supp. 916, 917, 918.

Other definitions and examples are gasoline engine or tractor used in yards for switching and frequently hauling long line of cars. Hoffman v. New York, N. H. & H. R. Co., C.C.A.N.Y., 74 F.2d 227, 232; locomotive crane used to convey materials loaded on cars to scene of construction work, United States v. Fort Worth & Denver City Ry. Co., D.C.Tex., 21 F.Supp. 916; motor engines generating and driven by steam power. Libby v. New York, N. H. & H. R. Co., 273 Mass. 522, 174 N.E. 171, 174, 73 A.L.R. 101; quasi public corporations and agencies engaged in serving public in transportation of passengers and goods. Cain v. Bowlby, C.C.A.N.M., 114 F.2d 519, 523; self-propelled engine or vehicle, Smith v. Atchison, T. & S. F. Ry. Co., 145 Kan. 615, 66 P.2d 562, 566; New York Cent. R. Co. v. Public Utilities Commission, 121 Ohio St. 383, 169 N.E. 299, 300.

LOCULUS. In old records. A coffin; a purse.

LOCUM TENENS. Lat. Holding the place. A deputy, substitute, lieutenant, or representative.

LOCUPLES. Lat. In the civil law. Able to respond in an action; good for the amount which the plaintiff might recover. Dig. 50, 16, 234, 1.

LOCUS. Lat. A place; the place where a thing is done.

LOCUS CONTRACTUS. The place of a contract; the place where a contract is made.

That place where last act which makes agreement binding contract is performed. Sun Ins. Office, Limited, of London v. Mallick, 160 Md. 71, 153 A. 35, 39.

LOCUS CONTRACTUS REGIT ACTUM. The place of the contract governs the act. 2 Kent 458; L.R. 1 Q.B. 119; Scudder v. Union Nat. Bank, 91 U.S. 406, 23 L.Ed. 245. See Lex Loci.

LOCUS CRIMINIS. The locality of a crime; the place where a crime was committed.

LOCUS DELICTI. The place of the offense; the place where an offense was committed. 2 Kent, Comm. 109.

State where last event necessary to make actor liable occurs. Hunter v. Derby Foods, C.C.A.N.Y., 110 F.2d 970, 972.

LOCUS IN QUO. The place in which. The place in which the cause of action arose, or where anything is alleged, in pleadings, to have been done. The phrase is most frequently used in actions of trespass *quare clausum fregit*.

LOCUS PARTITUS. In old English law. A place divided.

A division made between two towns or counties to make out in which the land or place in question lies. Fleta, lib. 4, c. 15, § 1; Cowell.

LOCUS PCENITENTIÆ. A place for repentance; an opportunity for changing one's mind; an opportunity to undo what one has done (Pope v. Safe Deposit & Trust Co., 163 Md. 239, 161 A. 404); a chance to withdraw from a contemplated bargain or contract before it results in a definite contractual liability; a right to withdraw from an uncompleted transaction (Alford v. Henderson, 237 Ala. 27, 185 So. 368, 369). Also used of a chance afforded to a person, by the circumstances, of relinquishing the intention which he has formed to commit a crime, before the perpetration thereof.

LOCUS PRO SOLUTIONE REDITUS AUT PECUNIÆ SECUNDUM CONDITIONEM DIMISSIONIS AUT OBLIGATIONIS EST STRICTE OBSERVANDUS. 4 Coke, 73. The place for the payment of rent or money, according to the condition of a lease or bond, is to be strictly observed.

LOCUS PUBLICUS. In the civil law. A public place. Dig. 43, 8, 1; Id. 43, 8, 2, 3.

LOCUS REGIT ACTUM. In private international law. The rule that, when a legal transaction complies with the formalities required by the law of the country where it is done, it is also valid in the country where it is to be given effect, although by the law of that country other formalities are required. 8 Sav. Syst. § 381; Westl. Priv. Int. Law, 159.

LOCUS REI SITÆ. The place where a thing is situated. In proceedings *in rem*, or the real actions of the civil law, the proper forum is the *locus rei sitæ*. The Jerusalem, 2 Gall. 191, 197, Fed.Cas.No.7,293.

LOCUS SIGILLI. The place of the seal; the place occupied by the seal of written instruments. Usually abbreviated to "L. S."

LOCUS STANDI. A place of standing; standing in court. A right of appearance in a court of justice, or before a legislative body, on a given question.

LODE. This term, as used in the legislation of congress, is applicable to any zone or belt of mineralized rock lying within boundaries clearly separating it from the neighboring rock. It includes all deposits of mineral matter found through a mineralized zone or belt coming from the same source, impressed with the same forms, and ap-

pearing to have been created by the same processes. *Myers v. Lloyd*, 4 Alaska, 263, 265; *Inyo Marble Co. v. Loundagin*, 120 Cal.App. 298, 7 P.2d 1067.

A body of mineral-bearing rock lying within walls of neighboring rock usually of a different kind, although sometimes of the same kind, and extending longitudinally between the walls in a continuous zone or belt. *McMullin v. Magnuson*, 102 Colo. 230, 78 P.2d 964, 968, 970. A line or aggregation of metal embedded in quartz or other rock in place; the presence of metal in rock, *Inyo Marble Co. v. Loundagin*, 120 Cal.App. 298, 7 P.2d 1067, 1072.

LODEMAN, or LOADSMAN. The pilot conducts the ship up the river or into port; but the loadsmen is he that undertakes to bring a ship through the haven, after being brought thither by the pilot, to the quay or place of discharge. *Jacob*.

LODEMANAGE. The hire of a pilot for conducting a vessel from one place to another. *Cowell*.

LODGER. An occupant who has mere use without actual or exclusive possession. *Roberts v. Casey*, 36 Cal.App.2d, Supp. 767, 93 P.2d 654, 657, 658, 659; *Coggins v. Gregorio*, C.C.A.N.M., 97 F. 2d 948, 951; *Marden v. Radford*, 229 Mo.App. 789, 84 S.W.2d 947, 955, 957, 959.

A tenant, with the right of exclusive possession of a part of a house, the landlord, by himself or an agent, retaining general dominion over the house itself, *Wansey v. Perkins*, 7 Man. & G. 155; *Pollock v. Landis*, 36 Iowa, 652; one obtaining room in residence hotel by special arrangement with proprietor at fixed rate for permanent stay and having merely use of room, *Brams v. Briggs*, 272 Mich. 38, 260 N.W. 785; one who has no interest in the realty but who occupies part of a tenement which is under the control of another, *Edwards v. City of Los Angeles*, 48 Cal.App.2d 62, 119 P.2d 370, 373; one who occupies hired apartment in another's house; a tenant of part of another's house, *Smith v. Dorchester Hotel Co.*, 145 Wash. 344, 259 P. 1085, 1086; *Dewar v. Minneapolis Lodge*, No. 44, B. P. O. E., 155 Minn. 98, 192 N.W. 358, 359, 32 A.L.R. 1012; one who occupies room or portion of tenement under control or in occupancy of another and has no interest in real estate, *Stone v. City of Los Angeles*, 114 Cal.App. 192, 299 P. 838, 841.

If proprietor retains to himself any supervision or control of premises of one who has taken room or rooms for hire, or if possession of occupant is anything less than that enjoyed by tenant or if relation between proprietor and occupant possesses features inconsistent with that of landlord and tenant, occupant is a "lodger." *Warden v. Radford*, 229 Mo.App. 789, 84 S.W.2d 947, 955, 957, 959.

"Lodger" has been defined as a tenant of part of another's house, one who for time being has his home at his lodging place, one who has leave to inhabit another man's house, one who inhabits portion of a house of which another has general possession and custody, one who lives at board or in a hired room or who has a bed in another's house, one who lives in a hired room or rooms in house of another, one who occupies hired apartments in another's house. The term is also defined as a person who lives and sleeps in a place, a person whose occupancy is a part of a house and subordinate to and in some degree under the control of a landlord or his representative. The term is used to indicate a personal relationship of some one lodging somewhere with somebody. *Marden v. Radford*, 229 Mo.App. 789, 84 S.W.2d 947, 955, 957, 959.

LODGING HOUSE. A house where lodgings are let; houses containing furnished apartments which are let out by the week or by the month, without meals, or with breakfast simply. *Marden v. Radford*, 229 Mo.App. 789, 84 S.W.2d 947, 955.

LODGING PLACE. A place of rest for a night or a residence for a time; a temporary habita-

tion. *Marden v. Radford*, 229 Mo.App. 789, 84 S.W.2d 947, 955.

LODGINGS. Habitation in another's house; apartments in another's house, furnished or unfurnished, occupied for habitation; the occupier being termed a "lodger."

LODS ET VENTES. In old French and Canadian law. A fine payable by a *roturier* on every change of ownership of his land; a mutation or alienation fine. *Steph. Lect.* 351.

LOGATING. An unlawful game mentioned in St. 33 Hen. VIII. c. 9.

LOG ROLLING. A mischievous legislative practice, of embracing in one bill several distinct matters, none of which, perhaps, could singly obtain the assent of the legislature, and then procuring its passage by a combination of the minorities in favor of each of the measures into a majority that will adopt them all. *Walker v. Griffith*, 60 Ala. 369; *Com. v. Barnett*, 199 Pa. 161, 48 A. 976, 55 L.R. A. 882; *O'Leary v. Cook County*, 28 Ill. 534; *St. Louis v. Tiefel*, 42 Mo. 590.

Practice of including in one statute or constitutional amendment more than one proposition, inducing voters to vote for all, notwithstanding they might not have voted for all if amendments or statutes had been submitted separately. *Kerby v. Luhrs*, 44 Ariz. 208, 36 P.2d 549, 552, 94 A.L.R. 1502.

LOGBOOK. A ship's journal.

It contains a minute account of the ship's course, with a short history of every occurrence during the voyage. 1 *Marsh.Ins.* 312.

The part of the logbook relating to transactions in the harbor is termed the "harbor log;" that relating to what happens at sea, the "sea log." *Young*, *Naut.Dict.*

Official Logbook. A logbook in a certain form, and containing certain specified entries required by 17 & 18 Vict. c. 104, §§ 280-282, to be kept by all British merchant ships, except those exclusively engaged in the coasting trade.

LOGGING. Includes felling and preparation of logs for transport, log assemblage, and main log haul; it includes also production of large quantities of pulpwood, cross ties, poles, piling, mine timbers, veneer logs, bolts and miscellaneous other forms. *Cherry River Boom & Lumber Co. v. United States*, D.C.W.Va., 37 F.Supp. 887, 888, 889.

Cutting and hauling or dealing in or with logs, *Brasher v. Industrial Lumber Co.*, La.App., 165 So. 524, 526; felling trees, cutting them into logs, and transporting them to mill or market, *Middlebush v. State Industrial Accident Commission*, 147 Or. 459, 34 P.2d 325, 327.

Felling trees of merchantable size for lumber, cutting them into suitable lengths and hauling them to some point for manufacture or transportation; felling trees for subsequent use as stove-wood. *Peterson v. State Industrial Accident Commission*, 140 Or. 326, 12 P.2d 564, 565.

LOGIA. A small house, lodge, or cottage. *Mon. Angl. tom.* 1, p. 400.

LOGIC. The science of reasoning, or of the operations of the understanding which are subservient to the estimation of evidence. The term in-

LOGICAL

cludes both the process itself of proceeding from known truths to unknown, and all other intellectual operations, in so far as auxiliary to this.

LOGICAL RELEVANCY. Existence of such a relationship in logic between the fact of which evidence is offered and a fact in issue that the existence of the former renders probable or improbable the existence of the latter. *State v. Knox*, 236 Iowa 499, 18 N.W.2d 716, 723.

LOGIUM. In old records. A lodge, hovel, or out-house.

LOGOGRAPHUS. In Roman law. A public clerk, register, or book-keeper; one who wrote or kept books of accounts. Dig. 50, 4, 18, 10; Cod. 10, 69.

LOGS. Stems or trunks of trees cut into convenient lengths for the purpose of being afterwards manufactured into lumber of various kinds; not including manufactured lumber of any sort, nor timber which is squared or otherwise shaped for use without further change in form. *Kolloch v. Parcher*, 52 Wis. 393, 9 N.W. 67. And see *Haynes v. Hayward*, 40 Me. 148; *State v. Addington*, 121 N.C. 538, 27 S.E. 988; *Brasher v. Industrial Lumber Co.*, La.App., 165 So. 524, 526.

As used in subcontract for clearing and grubbing high-way right of way, meant merchantable logs, that is, logs not less than nine inches by thirty-two feet. *McBride v. Callahan*, 173 Wash. 609, 24 P.2d 105.

LOITER. To be dilatory; to be slow in movement; to stand around or move slowly about; to stand idly around; to spend time idly; to saunter; to delay; to idle; to linger; to lag behind. *City of Columbus v. Aldrich*, 69 Ohio App. 396, 42 N.E.2d 915, 917; *State v. Jasmin*, 105 Vt. 631, 168 A. 545, 546, *Phillips v. Municipal Court of Los Angeles*, 24 Cal.App.2d 453, 75 P.2d 548, 549; *City of Olathe v. Lauck*, 156 Kan. 637, 135 P.2d 549, 551; *State v. Starr*, 57 Ariz. 270, 113 P.2d 356, 357.

LOLLARDS. A body of primitive Wesleyans, who assumed importance about the time of John Wycliffe, (1360,) and were very successful in disseminating evangelical truth; but, being implicated (apparently against their will) in the insurrection of the villeins in 1381, the statute *De Hæretico Comburendo* (2 Hen. IV. c. 15) was passed against them, for their suppression. However, they were not suppressed, and their representatives survive to the present day under various names and disguises. Brown.

LOMBARDIAN LAW. See *Lex Longobardorum*.

LOMBARDS. A name given to the merchants of Italy, numbers of whom, during the twelfth and thirteenth centuries, were established as merchants and bankers in the principal cities of Europe.

LONDON LLOYDS. Voluntary association of merchants, shipowners, underwriters, and brokers, which writes no policies, but, when broker for one wishing insurance posts particulars of risk, underwriting members wishing to so subscribe name and share of total that each wishes to take, and

policy is issued when total is reached containing names of underwriters bound thereby and name of attorney in fact who handles insurance affairs of the group. *Ell Dee Clothing Co. v. Marsh*, 247 N. Y. 392, 160 N.E. 651, 653.

LONDRES. L. Fr. London. Yearb. P. 1 Edw. II. p. 4.

LONG. In various compound legal terms (see *infra*) this word carries a meaning not essentially different from its signification in the vernacular.

In the language of the stock exchange, a broker or speculator is said to be "long" on stock, or as to a particular security, when he has in his possession or control an abundant supply of it, or a supply exceeding the amount which he has contracted to deliver, or, more particularly, when he has bought a supply of such stock or other security for future delivery, speculating on a considerable future advance in the market price. See *Kent v. Miltenberger*, 13 Mo.App. 506; *Corner*. A trader is said to be "long" on the market when he takes the full price risk, gains if the market price goes up, and loses if it goes down. *Valley Waste Mills v. Page*, C.C.A.Ga., 115 F.2d 466, 467.

As applied to an antenna, means a wire which is long in relation to the wave length used. *Mackay Radio & Telegraph Co. v. Radio Corporation of America*, N.Y., 306 U.S. 86, 618, 59 S.Ct. 427, 430, 83 L.Ed. 506.

LONG ACCOUNT. An account involving numerous separate items or charges, on one side or both, or the statement of various complex transactions, such as a court of equity will refer to a master or commissioner or a court of law to a referee under the codes of procedure. *Druse v. Horter*, 57 Wis. 644, 16 N.W. 14. *Reed v. Young*, 248 Mo. 606, 154 S.W. 766, 768, *Fry v. Pomona Mills Inc.*, 206 N.C. 768, 175 S.E. 156.

For "Examination of a long account," see *Examination*.

LONG PARLIAMENT. The name usually given to the parliament which met in November, 1640, under Charles I., and was dissolved by Cromwell on the 10th of April, 1653.

The name "Long Parliament" is, however, also given to the parliament which met in 1661, after the restoration of the monarchy, and was dissolved on the 30th of December, 1678. This latter parliament is sometimes called, by way of distinction, the "long parliament of Charles II." *Mozley & Whiteley*.

LONG QUINTO, THE. An expression used to denote part second of the year-book which gives reports of cases in 5 Edw. IV.

LONG ROBE. A metaphorical expression designating the practice of profession of the law; as, in the phrase "gentlemen of the long robe."

LONG TON. A measure of weight equivalent to 20 hundred-weight of 112 pounds each, or 2,240 pounds, as distinguished from the "short" ton of 2,000 pounds. See *Rev.St.U.S. § 2951* (19 U.S.C.A. § 420). But see *Jones v. Giles*, 10 Exch. 119, as to an English custom of reckoning a ton of iron "long weight" as 2,400 pounds.

LONG VACATION. The recess of the English courts from August 10th to October 24th.

LONGA PATIENTIA TRAHITUR AD CONSENSUM. Long sufferance is construed as consent. *Fleta*, lib. 4, c. 26, § 4.

LONGA POSSESSIO EST PACIS JUS. Long possession is the law of peace. Branch, Princ.; Co. Litt. 6.

LONGA POSSESSIO JUS PARIT. Long possession begets right. Fleta, lib. 3, c. 15, § 6.

LONGA POSSESSIO PARIT JUS POSSIDENDI, ET TOLLIT ACTIONEM VERO DOMINO. Long possession produces the right of possession, and takes away from the true owner his action. Co. Litt. 110b.

LONGEVITY PAY. Extra compensation for longevity in actual service in the army or navy. Thornley v. U. S., 18 Ct.Cl. 111; Barton v. U. S., 9 Sup.Ct. 285, 129 U.S. 249, 32 L.Ed. 663; U. S. v. Alger, 14 Sup.Ct. 346, 151 U.S. 362, 38 L.Ed. 192; U. S. v. Stahl, 14 Sup.Ct. 347, 151 U.S. 366, 38 L.Ed. 194.

LONGSHOREMAN. A laborer, such as a stevedore or loader, who works about wharves of a seaport. Duke v. Helena-Glendale Ferry Co., 203 Ark. 865, 159 S.W.2d 74, 77, 139 A.L.R. 1404.

LONGUM TEMPUS ET LONGUS USUS QUI EXCEDIT MEMORIA HOMINUM SUFFICIT PRO JURE. Co. Litt. 115a. Long time and long use, exceeding the memory of men, suffices for right.

LOOK AND LISTEN. The requirement that a man shall "look and listen" before crossing street railroad track means only that he shall observe and estimate with reasonable accuracy his distance from the car and the speed of its oncoming, and then make calculation and comparison of the time it will take the car to come and the time it will take to cross the track. Kansas City Public Service Co. v. Knight, C.C.A.Kan., 116 F.2d 233, 234.

LOOKOUT. A person who is specially charged with the duty of observing the lights, sounds, echoes, or any obstruction to navigation, with the thoroughness which the circumstances admit. The Tillicum (D.C.) 217 F. 976, 978; The Wilbert L. Smith (D.C.) 217 F. 981, 984.

A proper lookout on a vessel is some one in a favorable position to see, stationed near enough to the helmsman to communicate with him, and to receive communications from him, and exclusively employed in watching the movements of vessels which they are meeting or about to pass. The Genesee Chief v. Fitzhugh, 12 How. 462, 13 L.Ed. 1058. Proper "lookouts" are competent persons other than the master and helmsman, properly stationed to look out, on the forward part of the vessel. The Catalina, C.C.A.Cal., 95 F.2d 283, 285.

LOPWOOD. A right in the inhabitants of a parish within a manor, in England, to lop for fuel, at certain periods of the year, the branches of trees growing upon the waste lands of the manor. Sweet.

LOQUELA. Lat. A colloquy; talk.

In old English law, this term denoted the oral altercation of the parties to a suit, which led to the issue, now called the "pleadings." It also designated an "imparlance," (*q. v.*) both names evidently referring to the talking together of the parties. *Loquela sine die*, a postponement to an indefinite time.

LOQUENDUM UT VULGUS; SENTIENDUM UT DOCTI. We must speak as the common people; we must think as the learned. 7 Coke, 11b.

This maxim expresses the rule that, when words are used in a technical sense, they must be understood technically; otherwise, when they may be supposed to be used in their ordinary acceptation.

LORD. A feudal superior or proprietor; one of whom a fee or estate is held.

A title of honor or nobility belonging properly to the degree of baron, but applied also to the whole peerage, as in the expression "the house of lords." 1 Bl. Comm. 396-400.

A title of office, as lord mayor, lord commissioner, etc.

Law lords

See Law.

Lord advocate

The chief public prosecutor of Scotland. 2 Alis.Crim. Pr. 84.

Lord and vassal

In the feudal system, the grantor, who retained the dominion or ultimate property, was called the "lord," and the grantee, who had only the use or possession, was called the "vassal" or "feudatory."

Lord chief baron

The chief judge of the English court of exchequer, prior to the judicature acts.

Lord chief justice

See Justice.

Lord high chancellor

See Chancellor.

Lord high steward

In England, when a person is impeached, or when a peer is tried on indictment for treason or felony before the house of lords, one of the lords is appointed lord high steward, and acts as speaker *pro tempore*. Sweet.

Lord high treasurer

An officer formerly existing in England, who had the charge of the royal revenues and customs duties, and of leasing the crown lands. His functions are now vested in the lords commissioners of the treasury. Mozley & Whitley.

Lord in gross

In feudal law. He who is lord, not by reason of any manor, but as the king in respect of his crown, etc. "Very lord" is he who is immediate lord to his tenant; and "very tenant," he who holds immediately of that lord. So that, where there is lord paramount, lord mesne, and tenant, the lord paramount is not very lord to the tenant. Wharton.

Lord justice clerk

The second judicial officer in Scotland.

Lord keeper

Originally another name for the lord chancellor. After Henry II.'s reign they were sometimes divided, but now there cannot be a lord chancellor and lord keeper at the same time, for by St. 5 Eliz. c. 18, they are declared to be the same office. Com.Dig. "Chancery," B. 1.

Lord lieutenant

In English law. The viceroy of the crown in Ireland. The principal military officer of a county, originally appointed for the purpose of mustering the inhabitants for the defense of the country.

Lord mayor

The chief officer of the corporation of the city of London is so called. The origin of the appellation of "lord," which the mayor of London enjoys, is attributed to the fourth

LORD

charter of Edward III., which conferred on that officer the honor of having maces, the same as royal, carried before him by the sergeants. Pull.Laws & Cust.Lond.

Lord mayor's court

In English law. This is a court of record, of law and equity, and is the chief court of justice within the corporation of London. Theoretically the lord mayor and aldermen are supposed to preside, but the recorder is in fact the acting judge. It has jurisdiction of all personal and mixed actions arising within the city and liberties without regard to the amount in controversy. See 3 Steph.Comm. 449, note l.

Lord of a manor

The grantee or owner of a manor.

Lord ordinary

The judge of the court of session in Scotland, who officiates for the time being as the judge of first instance. Darl.Pr.Ct.Sess.

Lord paramount

A term applied to the King of England as the chief feudal proprietor, the theory of the feudal system being that all lands in the realm were held mediately or immediately from him. See De Peyster v. Michael, 6 N.Y. 495, 57 Am.Dec. 470; Opinion of Justices, 66 N.H. 629, 33 A. 1076.

Lord privy seal

Before the 30 Hen. VIII., was generally an ecclesiastic. The office has since been usually conferred on temporal peers above the degree of barons. He is appointed by letters patent. The lord privy seal, receiving a warrant from the signet office, issues the privy seal, which is an authority to the lord chancellor to pass the great seal where the nature of the grant requires it. But the privy seals for money begin in the treasury, whence the first warrant issues, countersigned by the lord treasurer. The lord privy seal is a member of the cabinet council. Enc.Lond.

Lord warden of Cinque Ports

See Cinque Ports.

Lords appellants

Five peers who for a time superseded Richard II. in his government, and whom, after a brief control of the government, he in turn superseded in 1397, and put the survivors of them to death. Richard II.'s eighteen commissioners (twelve peers and six commoners) took their place, as an embryo privy council acting with full powers, during the parliamentary recess. Brown.

Lords commissioners

In English law. When a high public office in the state, formerly executed by an individual, is put into commission, the persons charged with the commission are called "lords commissioners," or sometimes "lords" or "commissioners" simply. Thus, we have, in lieu of the lord treasurer and lord high admiral of former times, the lords commissioners of the treasury, and the lords commissioners of the admiralty; and, whenever the great seal is put into commission, the persons charged with it are called "commissioners" or "lords commissioners" of the great seal. Mozley & Whiteley.

Lord's day

A name sometimes given to Sunday. Co.Litt. 135.

Lords justices of appeal

In English law. The title of the ordinary judges of the court of appeal, by Jud.Act 1877, § 4. Prior to the judicature acts, there were two "lords justices of appeal in chancery," to whom an appeal lay from a vice-chancellor, by 14 & 15 Vict. c. 83.

Lords marchers

Those noblemen who lived on the marches of Wales or Scotland, who in times past had their laws and power of life and death, like petty kings. Abolished by 27 Hen. VIII. c. 26, and 6 Edw. VI. c. 10. Wharton.

Lords of appeal

Those members of the house of lords of whom at least three must be present for the hearing and determination

of appeals. They are the lord chancellor, the lords of appeal in ordinary, and such peers of parliament as hold, or have held, high judicial offices, such as ex-chancellors and judges of the superior courts in Great Britain and Ireland. App.Jur. Act 1876, §§ 5, 25.

Lords of appeal in ordinary

These are appointed, with a salary of £6,000 a year, to aid the house of lords in the hearing of appeals. They rank as barons for life, but sit and vote in the house of lords during the tenure of their office only. App.Jur. Act 1876, § 6.

Lords of erection

On the Reformation in Scotland, the king, as proprietor of benefices formerly held by abbots and priors, gave them out in temporal lordships to favorites, who were termed "lords of erection." Wharton.

Lords of parliament

Those who have seats in the house of lords. During bankruptcy, peers are disqualified from sitting or voting in the house of lords. 34 & 35 Vict. c. 50.

Lords of regality

In Scotch law. Persons to whom rights of civil and criminal jurisdiction were given by the crown.

Lords ordainers

Lords appointed in 1312, in the reign of Edward II., for the control of the sovereign and the court party, and for the general reform and better government of the country. Brown.

Lords spiritual

The archbishops and bishops who have seats in the house of lords.

Lords temporal

Those lay peers who have seats in the house of lords.

LORD CAMPBELL ACT. An act which fixes the maximum amount recoverable for wrongful death.

LORDSHIP. In English law. Dominion, manor, seignior, domain; also a title of honor used to a nobleman not being a duke.

It is also the customary titulary appellation of the judges, and some other persons in authority and office.

LOSE. To bring to destruction; to ruin; to destroy; to suffer the loss of; to be deprived of; to part with, especially in an accidental or unforeseen manner; as to lose an eye. Logan v. Johnson, 218 N.C. 200, 10 S.E.2d 653, 655.

LOSE HIS LIFE. Die. Hershey v. Agnew, 83 Colo. 89, 262 P. 526, 528.

LOSS is a generic and relative term; it is not a word of limited, hard and fast meaning. Boney v. Central Mut. Ins. Co. of Chicago, 213 N.C. 470, 196 S.E. 837, 841; United Service Automobile Ass'n v. Miles, 139 Tex. 138, 161 S.W.2d 1048, 1050.

It may mean act of losing, or the thing lost, Fidelity Union Casualty Co. v. Wilkinson, Tex.Civ.App., 94 S.W. 2d 763, 766; United States v. City Nat. Bank of Duluth, D.C.Minn., 31 F.Supp. 530, 534, 535; actual losses, Cheney v. National Surety Corporation, 10 N.Y.S.2d 706, 256 App. Div. 1041; N. L. R. B. v. Cowell Portland Cement Co., C. C.A.9, 148 F.2d 237, 246; bad and uncollectible accounts, Duke v. Cregan, 91 Colo. 120, 12 P.2d 354, 355; bereaved, Lytle v. Southern Ry.-Carolina Division, 171 S.C. 221, 171 S.E. 42, 44, 90 A.L.R. 915; damage, Glinz v. State, 70 N.D. 776, 298 N.W. 238, 239; Wilbur v. U. S. ex rel. C. L. Wold Co., 30 F.2d 871, 872, 58 App.D.C. 347; a decrease in value of resources or increase in liabilities, Boney v. Central Mut. Ins. Co. of Chicago, 213 N.C. 470, 196 S.E. 837, 841; depletion or depreciation or destruction of value, Malley v. American Indemnity Corporation, 297 Pa. 216, 146 A. 571,

572; deprivation, *Lytle v. Southern Ry.-Carolina Division*, 171 S.C. 221, 171 S.E. 42, 44, 90 A.L.R. 915; *Smith v. Federal Surety Co.*, 60 S.D. 100, 243 N.W. 664, 666; destruction, *Malley v. American Indemnity Corporation*, 297 Pa. 216, 146 A. 571, 572; *Wells v. Thomas W. Garland, Inc.*, Mo.App., 39 S.W.2d 409, 411; detriment, *Fidelity Union Casualty Co. v. Wilkinson*, Tex.Civ.App., 94 S.W.2d 763, 766; *United States v. City Nat. Bank of Duluth*, D.C. Minn., 31 F.Supp. 530, 534, 535; failure to keep that which one has or thinks he has, *First Nat. Bank & Trust Co. of Port Chester v. New York Title Ins. Co.*, 12 N.Y.S.2d 703, 711, 171 Misc. 854; *In re Gordon*, 317 Pa. 161, 176 A. 494, 498; injury, *United Service Automobile Ass'n v. Miles*, 139 Tex. 138, 161 S.W.2d 1048; *United States v. City Nat. Bank of Duluth*, D.C.Minn., 31 F.Supp. 530, 534, 535; privation, *United States v. City Nat. Bank of Duluth*, D.C.Minn., 31 F.Supp. 530, 534, 535; ruin, *Logan v. Johnson*, 218 N.C. 200, 10 S.E.2d 653, 655; shrinkage in value of estate or property, *Malley v. American Indemnity Corporation*, 297 Pa. 216, 146 A. 571, 572; *Boney v. Central Mut. Ins. Co. of Chicago*, 213 N.C. 470, 196 S.E. 837, 841; state or fact of being lost or destroyed, *Logan v. Johnson*, 218 N.C. 200, 10 S.E.2d 653, 655; that which is gone and cannot be recovered or that which is withheld or that of which a party is dispossessed, *Walker v. Thomas*, 75 F.2d 667, 669, 64 App.D.C. 148; *Smith v. Federal Surety Co.*, 60 S.D. 100, 243 N.W. 664, 666; unintentional parting with something of value, *Providence Journal Co. v. Broderick*, C.C.A.R.I., 104 F.2d 614, 616.

Loss provided against by bank deposit guarantee was total and permanent loss of deposit. *Wood v. Utter*, 229 Mo.App. 309, 77 S.W.2d 832, 838.

Statute for payment of claims for "loss" on account of fire from operation of railroads by United States was intended for relief of all who suffered "loss" of whatsoever nature, *United States v. City Nat. Bank of Duluth*, D.C. Minn., 31 F.Supp. 530, 534, 535.

Compensation acts and compensation insurance

Amputation of foot held compensable as "loss of foot," *Marshall v. Octavia J. Coal Mining Co.*, 252 Ky. 460, 67 S.W.2d 697; claimant's eye or foot or the use of it is not lost unless it is useless in any employment for which claimant is fitted, *Zellner v. Haddock Mining Co.*, 139 Pa. Super. 16, 10 A.2d 918, 919; *Novak v. State Workmen's Ins. Fund*, 113 Pa.Super. 555, 173 A. 827; injury rendering testicles useless for performance of normal functions is compensable as "loss" thereof. *Northwestern Barb Wire Co. v. Industrial Commission*, 353 Ill. 371, 187 N.E. 468, 469.

"Loss of an eye" and "total loss of vision of an eye" indicate state or fact of loss of eye or total destruction of vision as distinguished from partial loss of vision. *Logan v. Johnson*, 218 N.C. 200, 10 S.E.2d 653, 655.

Loss of eye means destruction of sight to extent that no vision useful in industry remains, *Henderson v. Consumers Power Co.*, 301 Mich. 564, 4 N.W.2d 10, 17; loss of physical organ, *State ex rel. Gilmore v. Industrial Commission of Ohio*, 127 Ohio St. 214, 187 N.E. 770, 771; loss of sight or vision of eye, *Powers v. Motor Wheel Corporation*, 252 Mich. 639, 234 N.W. 122, 124, 73 A.L.R. 702; loss of use of eye for work which claimant was accustomed to perform, *Baugh v. Glassell-Rogers Drilling Co.*, La.App., 190 So. 130, 132; loss of vision which is subnormal due to prior injury or natural defects, *Hamilton v. P. E. Johnson & Sons*, 224 Iowa 1097, 276 N.W. 841, 845; removal of a partially or totally sightless eye as result of accident, *McCadden v. West End Building & Loan Ass'n*, 18 N.J.Misc. 395, 13 A.2d 665, 666.

Loss of more than one phalange of a thumb requires merely loss of more of thumb than one phalange, *Ciotti v. Jarecki Mfg. Co.*, 128 Pa.Super. 233, 193 A. 323, 324.

Loss of use of arm means substantial and material impairment of its use in practicable performance of its functions, *Traders & General Ins. Co. v. Porter*, Tex.Civ.App., 124 S.W.2d 900, 903; loss was "sustained" within policy agreeing to indemnify employer against "loss from liability," where judgment was rendered against employer for medical services, *E. M. Cummings & Co. v. American Mut. Liability Ins. Co.*, 262 N.Y.S. 611, 146 Misc. 621; Substantial loss of phalange is essential for loss of first phalange of thumb or any finger, *Decicco v. John Morrell & Co.*, 152 Kan. 601, 106 P.2d 1053, 1056.

Earnings

"Loss of earnings" is synonymous with loss of profits. *Beyer v. Coca-Cola Bottling Co. of St. Louis*, Mo.App., 75 S.W.2d 642, 648.

Fidelity Bond

Deprivation or dispossession of money or property due to dishonest, criminal, or fraudulent acts of officers, *Smith v. Federal Surety Co.*, 60 S.D. 100, 243 N.W. 664, 666; pecuniary damage for which insurer may be liable, though extent may not be immediately ascertainable, *Fletcher Savings & Trust Co. v. American Surety Co. of New York*, 92 Ind.App. 651, 175 N.E. 247, 252; wrongful abstraction, willful misapplication, or fraudulent or dishonest acts. *Pacific Coast Adjustment Bureau v. Indemnity Ins. Co. of North America*, 115 Cal.App. 583, 2 P.2d 218, 219.

Indemnity bond or contract

Condition in which insured would be subjected to claim or demand, and not to adjudge liability, *National City Bank v. National Sec. Co.*, C.C.A.Tenn., 58 F.2d 7, 8; deprivation or dispossession of money or property of bank due to dishonored criminal or fraudulent acts of officers, *Fitchburg Sav. Bank v. Massachusetts Bonding & Insurance Co.*, 274 Mass. 135, 174 N.E. 324, 328, 74 A.L.R. 274; payment of legal liability caused by dishonest act of an employee was a "loss of money". *Hooker v. New Amsterdam Casualty Co.*, D.C.Ky., 33 F.Supp. 672, 673.

Insurance

Ascertained liability of insurer, *Michel v. American Fire & Casualty Co.*, C.C.A. Fla., 82 F.2d 583, 586; decrease in value of resources or increase in liabilities, *Goerss v. Indemnity Co. of America*, 223 Mo.App. 316, 3 S.W.2d 272, 275; depletion or depreciation or destruction or shrinkage of value, *Malley v. American Indemnity Corporation*, 297 Pa. 216, 146 A. 571, 572; injury, damage, etc., to property or persons injured; *Miles v. United Services Automobile Ass'n*, Tex.Civ.App., 149 S.W.2d 233, 235, 236; injury or damage sustained by insured in consequence of happening of one or more of the accidents or misfortunes against which insurer has undertaken to indemnify the insured, 1 Bouv.Inst. no. 1215; pecuniary injury resulting from the occurrence of the contingency insured against, *Ocean Accident & Guarantee Corporation v. Southwestern Bell Telephone Co.*, C.C.A.Mo., 100 F.2d 441, 446; word "loss" implies that property is no longer in existence. *Littrell v. Allemannia Fire Ins. Co. of Pittsburgh*, Pa., 226 N.Y.S. 243, 244, 222 App.Div. 302.

Liability assumed and paid by insured under policy provision authorizing insured to provide injured person "imperative medical relief" held "loss". *Employers' Liability Assur. Corporation v. Manget Bros. Co.*, 45 Ga.App. 721, 165 S.E. 770, 773.

"Loss by fire" includes loss directly resulting from ignition or burning or from bona fide efforts, *Fogarty v. Fidelity & Casualty Co.*, 122 Conn. 245, 188 A. 481, 483; loss necessarily following from occurrence of fire to amount of actual injury to subject of risk, *Freed's, Inc. v. American Home Fire Assur. Co.*, 305 Mich. 89, 8 N.W.2d 923, 925. It means a "hostile fire". *Pacific Fire Ins. Co. v. C. C. Anderson Co. of Nampa*, D.C. Idaho, 47 F.Supp. 90, 91.

Loss by severance means loss of use due to substantial severance, *King v. Metropolitan Life Ins. Co.*, 20 Tenn.App. 246, 97 S.W.2d 651, 654; Loss from liability is loss which arises when liability becomes fixed, *Cormier v. Hudson*, 284 Mass. 231, 187 N.E. 625, 627; *Boney v. Central Mut. Ins. Co. of Chicago*, 213 N.C. 470, 196 S.E. 837, 842.

"Loss of eye" means loss of use for any practical purpose, *Order of United Commercial Travelers of America v. Knorr*, C.C.A.Kan., 112 F.2d 679, 682; loss of member or loss of an entire member means destruction of usefulness of member or entire member for purposes to which in its normal condition it is susceptible of application, in absence of more specific definition, *Molnor v. Commercial Casualty Ins. Co.*, 114 W.Va. 402, 171 S.E. 894, 896; *Bowling v. Life Ins. Co. of Virginia*, 39 Ohio App. 491, 177 N.E. 531, 532; loss of use of hand means substantial and material impairment of use in practical performance of its function, *E. K. Local Ins. Co. No. 1 of Seymour v. Lilly*, Tex.Civ.App., 1 S.W.2d 490, 492; loss of use of member is equivalent to loss of member, *Continental Casualty Co. v. Linn*, 10 S.W.2d 1079, 1082, 226 Ky. 323; *Noel v. Conti-*

LOSS

mental Casualty Co., 138 Kan. 136, 23 P.2d 610; loss of vision to extent that one cannot perceive and distinguish objects is "loss of sight", Locomotive Engineers' Mut. Life & Accident Ins. Co. v. Meeks, 157 Miss. 97, 127 So. 699, 701; loss under indemnity policy limiting liability to amount paid by carrier in respect of stolen merchandise could not occur until carrier paid shipper for merchandise. *Savin Exp. Co. v. Hanover Fire Ins. Co.*, 132 Conn. 181, 43 A.2d 69, 70; provision limiting liability for loss of foot to "loss by severance" refers to manner rather than to extent of injury. *Brittain v. Prudential Ins. Co. of America*, 29 Ala.App. 57, 191 So. 794, 799.

To constitute "loss or damage by fire" existence of actual fire, which becomes uncontrollable or breaks out from where it was intended to be and becomes a hostile element, is sufficient. *Princess Garment Co. v. Fireman's Fund Ins. Co. of San Francisco, Cal.*, C.C.A.Ohio, 115 F.2d 380, 382; *Coryell v. Old Colony Ins. Co.*, 118 Neb. 303, 229 N.W. 326, 328, 68 A.L.R. 222.

Revenue Acts

Difference between cost of assets and the sale price, *Well v. State*, 237 Ala. 293, 186 So. 467, 469; failure to keep that which one has, *A. Giurlani & Bro. v. Commissioner of Internal Revenue*, C.C.A.9, 119 F.2d 852, 857, 858; loss means actual loss, *Brandon v. State Revenue Commission*, 54 Ga. App. 62, 186 S.E. 872, 874.

Losses deductible are those occasioned by casualties, *Buffalo Union Furnace Co. v. Helvering*, C.C.A.2, 72 F.2d 399, 402; physical losses by fire, flood or other like causes which are not covered by insurance. *W. F. Young, Inc. v. Commissioner of Internal Revenue*, C.C.A.1, 120 F.2d 159, 166; *First Nat. Bank of Sharon v. Heiner*, D.C.Pa., 2 F. Supp. 960, 961; *Brown v. United States*, D.C.Pa., 19 F. Supp. 825, 827; unintentional parting with something of value. *A. Giurlani & Bro. v. Commissioner of Internal Revenue*, C.C.A.9, 119 F.2d 852, 857, 858; *McDonald v. Commissioner of Internal Revenue*, C.C.A.3, 139 F.2d 400, 401, 402.

Time

"Loss of time" as used in connection with damages recoverable for personal injuries means "loss of earnings." *Sinclair Refining Co. v. Tompkins*, C.C.A.Miss., 117 F.2d 596, 598.

As to "Actual Loss," "Constructive Loss," "Direct Loss," "Partial Loss," and "Total Loss," see those titles. As to "Loss of Consortium," see Consortium. As to "Salvage Loss," see Salvage.

LOST. An article is "lost" when the owner has lost the possession or custody of it, involuntarily and by any means, but more particularly by accident or his own negligence or forgetfulness, and when he is ignorant of its whereabouts or cannot recover it by an ordinarily diligent search. See *In re O'Neil*, 39 N.Y.S.2d 82, 179 Misc. 455; *Belote v. State*, 36 Miss. 120, 72 Am.Dec. 163; *Hoagland v. Amusement Co.*, 170 Mo. 335, 70 S.W. 878, 94 Am.St.Rep. 740.

Involuntary change of location or inability to find, *State v. Brewster*, 72 N.D. 409, 7 N.W.2d 742, 744. See, also, *Lost Property*.

As applied to ships and vessels, the term means "lost at sea," and a vessel lost is one that has totally gone from the owners against their will, so that they know nothing of it, whether it still exists or not, or one which they know is no longer within their use and control, either in consequence of capture by enemies or pirates, or an unknown foundering, or sinking by a known storm, or collision, or destruction by shipwreck. *Bennett v. Garlock*, 10 Hun (N.Y.) 338; *Collard v. Eddy*, 17 Mo. 355; *Insurance Co. v. Gossler*, 7 Fed.Cas. 406.

LOST CORNER. See Corner.

LOST OR NOT LOST. A phrase sometimes inserted in policies of marine insurance.

It signifies that the contract is meant to relate back to the beginning of a voyage now in progress, or to some

other antecedent time, and to be valid and effectual even if, at the moment of executing the policy, the vessel should have already perished by some of the perils insured against, provided that neither party has knowledge of that fact or any advantage over the other in the way of superior means of information. See *Hooper v. Robinson*, 98 U.S. 537, 25 L.Ed. 219; *Insurance Co. v. Folsom*, 18 Wall. 251, 21 L.Ed. 827.

LOST PAPERS. Papers which have been so mislaid that they cannot be found after diligent search.

LOST PROPERTY. Property which the owner has involuntarily parted with and does not know where to find or recover it, not including property which he has intentionally concealed or deposited in a secret place for safe-keeping. See *Pritchett v. State*, 2 Sneed (Tenn.) 288, 62 Am.Dec. 468; *State v. Cummings*, 33 Conn. 260, 89 Am.Dec. 208; *Danielson v. Roberts*, 44 Or. 108, 74 Pac. 913, 65 L.R.A. 526, 102 Am.St.Rep. 627. But see: *Foster v. Fidelity Safe Deposit Co.*, 264 Mo. 89, 174 S.W. 376, 377, L.R.A. 1916A, 655, Ann.Cas.1917D, 798; *State v. Courtsol*, 89 Conn. 564, 94 A. 973, 975, L.R.A. 1916A, 465.

Goods are "lost" only when possession has been casual-ly and involuntarily parted with, so that mind has no im-pression of, and can have no recourse to, the event, *Automobile Ins. Co. of Hartford, Conn. v. Kirby*, 25 Ala.App. 245, 144 So. 123, 124; when property is stolen and then abandoned at place unknown to owner, property is lost, *Automobile Ins. Co. of Hartford, Conn. v. Kirby*, 25 Ala.App. 245, 144 So. 123, 124.

LOT. A number of associated persons or things taken collectively. *Hitchcock v. United States*, D. C.Mich., 36 F.Supp. 507, 510.

A share; one of several parcels into which prop-erty is divided.

Any portion, piece, division or parcel of land. *Lehmann v. Revell*, 188 N.E. 531, 537, 354 Ill. 262; *Corden v. Zoning Bd. of Appeals of City of Water-bury*, 131 Conn. 654, 41 A.2d 912, 915, 916, 159 A.L.R. 849.

Fractional part or subdivision of block, according to plat or survey, *Lehmann v. Revell*, 354 Ill. 262, 188 N.E. 531, 537; *Mawson-Peterson Lumber Co. v. Sprinkle*, 59 Wyo. 334, 140 P.2d 588, 591, 147 A.L.R. 1089; portion of platted territory measured and set apart for individual and private use and occupancy, *Hunter v. Roman Catholic Bishop of Los Angeles and San Diego Corporation Sole*, 128 Cal.App. 90, 16 P.2d 1048, 1049; right of way of street railway abut-ting a public highway, *Sterling Nat. Bank & Trust Co. of New York v. Charleston Transit Co.*, 126 W.Va. 42, 27 S.E. 2d 256, 259; small tract or parcel of land in a village, town, or city, suitable for building, or for a garden, or other similar uses. See *Pilz v. Killingsworth*, 20 Or. 432, 26 P. 305; *Webster v. Little Rock*, 44 Ark. 551; *Diamond Mach. Co. v. Ontonagon*, 72 Mich. 261, 40 N.W. 448.

The arbitration of chance; hazard. That which for-tuitously determines what course shall be taken or what disposition be made of property or rights.

The thirteenth dish of lead in the mines of Der-byshire, which belonged to the crown.

LOT AND SCOT. In English law. Certain duties which must be paid by those who claim to exer-cise the elective franchise within certain cities and boroughs, before they are entitled to vote.

It is said that the practice became uniform to refer to the poor-rate as a register of "scot and lot" voters; so that the term, when employed to define a right of elec-tion, meant only the payment by a parishioner of the sum to which he was assessed on the poor-rate. *Brown*.

LOT BOOK. Plat book. National Surety Corporation v. Monroe County, 239 Ala. 35, 193 So. 173, 175.

LOTHERWITE, or LEYERWIT. In old English law. A liberty or privilege to take amends for lying with a bondwoman without license.

LOTTERY. A chance for a prize for a price. Iris Amusement Corporation v. Kelly, 366 Ill. 256, 8 N.E.2d 648; Commonwealth v. McLaughlin, 307 Mass. 230, 29 N.E.2d 821, 822. To constitute a "lottery," there must be a prize, a chance and a price, State v. Dorau, 124 Conn. 160, 198 A. 573, 576, 577; State ex rel. Cowie v. La Crosse Theaters Co., 232 Wis. 153, 286 N.W. 707, 710.

Also defined as device whereby anything of value is for a consideration allotted by lot or chance. State ex Inf. McKittrick v. Globe-Democrat Pub. Co., 341 Mo. 862, 110 S.W.2d 705, 713, 714, 717, 718, 113 A.L.R. 1104; distribution of prizes and blanks by lot or chance, Shanchell v. Lewis Amusement Co., La.App., 171 So. 426, 429; game by which a person paying money becomes entitled to money or other thing of value on certain contingencies, determinable by lot cast in a particular way by the manager of the game, Lee v. City of Miami, 121 Fla. 93, 163 So. 486, 492, 101 A.L.R. 1115, game of hazard in which small sums of money are ventured for chance of obtaining a larger value in money or other articles; State v. Jones, 44 N.M. 623, 107 P.2d 324, 326; Darlington Theatres v. Coker, 190 S.C. 282, 2 S.E.2d 782, 786; game of hazard wherein several lots of merchandise are deposited in prizes for benefit of the fortunate, Lee v. City of Miami, 121 Fla. 93, 163 So. 486, 493, 101 A.L.R. 1115; game which, played or operated once, destroys the value of ticket provided as the prizes are distributed, D'Alessandro v. State, 114 Fla. 70, 153 So. 95, gaming contract by which for a valuable consideration one may by favor of the lot obtain a prize of value superior to the amount or value of that which he risks; Dorman v. Publix-Saenger-Sparks Theatres, 135 Fla. 284, 184 So. 886, 890, 891, 120 A.L.R. 403; Troy Amusement Co. v. Attenweiler, 64 Ohio App. 105, 28 N.E.2d 207, 212; hazard in which sums are ventured for a chance of obtaining a greater value, People v. Hines, 284 N.Y. 93, 29 N.E.2d 483, 488; plan whereby anything of value is disposed of by lot or chance, State v. Emerson, 318 Mo. 633, 1 S.W.2d 109, 112. Scheme by which one or more prizes are distributed by chance. State v. Wersebe, 107 Vt. 529, 181 A. 299. Scheme by which result is reached by some action or means taken, and in which result man's choice or will has no part nor can human reason, foresight, sagacity, or design enable him to know or determine such result until the same has been accomplished, State v. Schwemler, 154 Or. 533, 60 P.2d 938, 940; scheme for distribution of prizes or things of value by lot or chance. State v. Horn, 16 N.J.Misc. 319, 1 A.2d 51, 54; Engle v. State, 53 Ariz. 458, 90 P.2d 988, 992, 993, scheme for raising money by selling chances to share in distribution of prizes, Lee v. City of Miami, 121 Fla. 93, 163 So. 486, 488, 101 A.L.R. 1115. Scheme where money is paid for chance of receiv-

ing money or a prize in return. People v. Psallis, Mag.Ct.N.Y., 12 N.Y.S.2d 796, 797, 798, 799; scheme whereby one on paying money or other valuable thing to another becomes entitled to receive from him such a return in value or nothing as some formula of chance may determine, Commonwealth v. Banks, 98 Pa.Super. 432, 436; State v. Hundling, 220 Iowa 1369, 264 N.W. 608, 609, 610, 103 A.L.R. 861; scheme which, played or operated once, destroys the value of ticket provided as the prizes are distributed, D'Alessandro v. State, 114 Fla. 70, 153 So. 95. Scheme which tends to induce one to pay or agree to pay a valuable consideration for a chance to draw a prize. State ex rel. Hunter v. Omaha Motion Picture Exhibitors Ass'n, 139 Neb. 312, 297 N.W. 547, 548, 549, 550.

—**Dutch lottery.** See that title.

—**Genoese lottery.** See that title.

LOU LE LEY DONE CHOSE, LA CEO DONE REMEDIE A VENER A CEO. 2 Rolle, 17. Where the law gives a right, it gives a remedy to recover.

LOUAGE. Fr. This is the contract of hiring and letting in French law, and may be either of things or of labor.

The varieties of each are the following:

1. Letting of things,—*bail à loyer* being the letting of houses; *bail à ferme* being the letting of lands.

2. Letting of labor,—*loyer* being the letting of personal service; *bail à cheptel* being the letting of animals. Brown.

LOURCURDUS. A ram or bell-wether. Cowell.

LOVE-DAY. In old English law. The day on which any dispute was amicably settled between neighbors; or a day on which one neighbor helps another without hire. Wharton.

LOW JUSTICE. In old European law, jurisdiction of petty offenses, as distinguished from "high justice," (*q. v.*).

LOW-WATER. The furthest receding point of ebb-tide. Howard v. Ingersoll, 13 How. 417, 14 L. Ed. 189.

LOW-WATER MARK. See Water-Mark.

LOWBOTE. A recompense for the death of a man killed in a tumult. Cowell.

LOWERS. Fr. In French maritime law. Wages. Ord.Mar. liv. 1, tit. 14, art. 16.

LOYAL. Legal; authorized by or conforming to law. Also faithful in one's political relations; giving faithful support of one's prince or sovereign or to the existing government.

LOYALTY. Adherence to law. Faithfulness to one's prince or sovereign or to the existing government.

LUBRICUM LINGUÆ NON FACILE TRAHENDUM EST IN PENAM. Cro. Car. 117. A slip of the tongue ought not lightly to be subjected to punishment.

LUCID

LUCID INTERVAL. A temporary cure, Succession of Tyler, 193 La. 480, 190 So. 651, 656; a temporary restoration to sanity, Abercrombie v. McLarty, 173 Ga. 414, 160 S.E. 611, 612.

A full return of mind to sanity as places the party in possession of the powers of his mind enabling him to understand and transact his affairs as usual, Succession of Tyler, 193 La. 480, 190 So. 651, 656; an interval in which the mind, having thrown off the disease, has recovered from its general habit, Melody v. Hamblin, 21 Tenn.App. 687, 115 S.W.2d 237, 245; Intervals occurring in the mental life of an insane person during which he is completely restored to the use of his reason, or so far restored that he has sufficient intelligence, judgment, and will to enter into contractual relations, or perform other legal acts, without disqualification by reason of his disease, Roberts v. Pacific Telephone & Telegraph Co., 93 Wash. 274, 160 P. 965, 970; Oklahoma Natural Gas Corporation v. Lay, 175 Okl. 75, 51 P.2d 580, 583; period of time during which person had sufficient mental capacity to know and understand nature and consequence of marriage relation, and the reciprocal and mutual duties and obligations thereof, Carter v. Bacle, Tex.Civ.App., 94 S.W.2d 817, 819.

LUCRA NUPTIALIA. Lat. In Roman law. A term including everything which a husband or wife, as such, acquires from the estate of the other, either before the marriage, or on agreeing to it, or during its continuance, or after its dissolution, and whether the acquisition is by pure gift, or by virtue of the marriage contract, or against the will of the other party by law or statute. See Mackeld. Rom. Law, § 580.

LUCRATIVA CAUSA. Lat. In Roman law. A consideration which is voluntary; that is to say, a gratuitous gift, or such like.

It was opposed to *onerosa causa*, which denoted a valuable consideration. It was a principle of the Roman law that two lucrative causes could not concur in the same person as regarded the same thing; that is to say, that, when the same thing was bequeathed to a person by two different testators, he could not have the thing (or its value) twice over. Brown.

LUCRATIVA USUCAPIO. Lat. This species of *usucapio* was permitted in Roman law only in the case of persons taking possession of property upon the decease of its late owner, and in exclusion or forfeiture of the heir, whence it was called "*usucapio pro hærede*."

The adjective "*lucrativa*" denoted that property was acquired by this *usucapio* without any consideration or payment for it by way of purchase; and, as the possessor who so acquired the property was a *malâ fide* possessor, his acquisition, or *usucapio*, was called also "*improba*," (i. e., dishonest;) but this dishonesty was tolerated (until abolished by Hadrian) as an incentive to force the *hæres* to take possession, in order that the debts might be paid and the sacrifices performed; and, as a further incentive to the *hæres*, this *usucapio* was complete in one year. Brown.

LUCRATIVE. Yielding gain or profit; profitable; bearing or yielding a revenue or salary.

LUCRATIVE BAILMENT. See Bailment.

LUCRATIVE OFFICE. One which yields a revenue (in the form of fees or otherwise) or a fixed salary to the incumbent; according to some authorities, one which yields a compensation supposed to be adequate to the services rendered and in excess of the expenses incidental to the office. See State v. Kirk, 44 Ind. 405, 15 Am.Rep. 239; Crawford v. Dunbar, 52 Cal. 39; Hodge v. State, 135 Tenn. 525, 188 S.W. 203, 206. One the pay of

which is affixed to performance of duties of office. Holman v. Lutz, 132 Or. 185, 284 P. 825, 827.

LUCRATIVE SUCCESSION. In Scotch law. A kind of passive title by which a person accepting from another, without any onerous cause, (or without paying value,) a disposition of any part of his heritage, to which the receiver would have succeeded as heir, is liable to all the grantor's debts contracted before the said disposition. 1 Forb. Inst. pt. 3, p. 102.

LUCRATUS. In Scotch law. A gainer.

LUCRE. Gain in money or goods; profit; usually in an ill sense, or with the sense of something base or unworthy. Webster.

LUCRI CAUSA. Lat. In criminal law. A term descriptive of the intent with which property is taken in cases of larceny, the phrase meaning "for the sake of lucre" or gain. State v. Ryan, 12 Nev. 403, 28 Am.Rep. 802; State v. Slingerland, 19 Nev. 135, 7 P. 280; Groover v. State, 82 Fla. 427, 90 So. 473, 475, 26 A.L.R. 375.

LUCRUM. A small slip or parcel of land.

LUCRUM CESSANS. Lat. In Scotch law. A ceasing gain, as distinguished from *damnum datum*, an actual loss.

LUCRUM FACERE EX PUPILLI TUTELA TUTOR NON DEBET. A guardian ought not to make money out of the guardianship of his ward. Manning v. Manning's Ex'rs, 1 Johns. Ch. (N.Y.) 527, 535.

LUCTUOSA HÆREDITAS. A mournful inheritance. See Hæreditas Luctuosa.

LUCTUS. In Roman law. Mourning. See Annus Luctus.

LUGGAGE. Luggage may consist of any articles intended for the use of a passenger while traveling, or for his personal equipment. Civ.Code Cal. § 2181.

This term is synonymous with "baggage," but is more commonly used in England than in America. Choctaw, etc., R. Co. v. Zwirtz, 13 Okl. 411, 73 P. 941.

If a bus company or other motor carrier, "to suit its own convenience, takes possession of the luggage of a passenger for hire, to care for it on the trip, and becomes a bailee under a special contract, its liability as special bailee is broader than that of a common carrier and includes liability for articles that might not be classed as ordinary baggage." Blashfield, Cyc. of Automobile Law and Prac., Perm. Ed., § 2195.

LUMBER. Used to describe both trees suitable to saw and products into which they are sawed. Brasher v. Industrial Lumber Co., La.App., 165 So. 524, 526.

LUMBER PORTS. Openings in the bow of the barge which are used when long pieces of lumber are put on board are lumber ports. The Chehaw, D.C.N.Y., 54 F.2d 645, 648.

LUMEN. Lat. In the civil law. Light; the light of the sun or sky; the privilege of receiving light into a house.

A light or window.

LUMINA. Lat. In the civil law. Lights; windows; openings to obtain light for one's building.

LUMINARE. A lamp or candle set burning on the altar of any church or chapel, for the maintenance whereof lands and rent-charges were frequently given to parish churches, etc. Kennett, Gloss.

LUMP SUM PAYMENT within compensation act is a payment before it becomes due under monthly payments. *Verban v. State Industrial Accident Commission*, 169 Or. 394, 123 P.2d 988, 996.

LUMP-SUM SETTLEMENT within compensation act, means that the entire amount of compensation due the employee is paid at one and the same time. *Puchner v. Employers' Liability Assur. Corporation*, 198 La. 921, 5 So.2d 288, 296.

LUMPING SALE. As applied to judicial sales, this term means a sale in mass, as where several distinct parcels of real estate, or several articles of personal property, are sold together for a "lump" or single gross sum. *Anniston Pipeworks v. Williams*, 106 Ala. 324, 18 So. 111, 54 Am.St. Rep. 51.

LUNACY. Lunacy is that condition or habit in which the mind is directed by the will, but is wholly or partially misguided or erroneously governed by it; or it is the impairment of any one or more of the faculties of the mind, accompanied with or inducing a defect in the comparing faculty. *Owings' Case*, 1 Bland (Md.) 386, 17 Am.Dec. 311.

The term includes every kind of unsoundness of mind except idioy. *De Nardo v. De Nardo*, 293 N.Y. 550, 59 N.E.2d 241. See *Insanity*.

For "Commission of Lunacy," and "Inquisition (or Inquest) of Lunacy," see those titles.

LUNAR. Belonging to or measured by the revolutions of the moon.

LUNAR MONTH. See *Month*.

LUNATIC. A person of deranged or unsound mind; a person whose mental faculties are in the condition called "lunacy"; one who possessed reason, but through disease, grief, or other cause has lost it. May mean all insane persons or persons of unsound mind, sometimes including and sometimes excluding idiots. *Oklahoma Natural Gas Corporation v. Lay*, 175 Okl. 75, 51 P.2d 580, 582.

A "lunatic" is distinguished from an "idiot" in that the lunatic has lucid intervals, while the idiot has no power of mind whatever. *Weinberg v. Weinberg*, 8 N.Y.S.2d 341, 344, 255 App.Div. 366.

LUNATICUS, QUI GAUDET IN LUCIDIS INTERVALLIS. He is a lunatic who enjoys lucid intervals. 1 Story, Cont. § 73.

LUNDRESS. In old English law. A silver penny, so called because it was to be coined only at London, (*à Londres*.) and not at the country mints. *Lown. Essay Coins*, 17; *Cowell*.

LUPANATRIX. A bawd or strumpet. 3 Inst. 206.

LUPINUM CAPUT GERERE. Lat. To be outlawed, and have one's head exposed, like a wolf's, with a reward to him who should take it. *Cowell*.

LURCH. See *Jerk*.

LURGULARY. Casting any corrupt or poisonous thing into the water. *Wharton*.

LUSHBOROW. In old English law. A base sort of money, coined beyond sea in the likeness of English coin, and introduced into England in the reign of Edward III. Prohibited by St. 25 Edw. III. c. 4. *Spelman*; *Cowell*.

LUXURY. Excess and extravagance which was formerly an offense against the public economy, but is not now punishable. *Wharton*.

LYCH-GATE. The gate into a church-yard, with a roof or awning hung on posts over it to cover the body brought for burial, when it rests underneath. *Wharton*.

LYEF-GELD. Sax. In old records. Lief silver or money; a small fine paid by the customary tenant to the lord for *leave* to plow or sow, etc. *Somn. Gavelkind*, 27.

LYING BY. A person who, by his presence and silence at a transaction which affects his interests, may be fairly supposed to acquiesce in it, if he afterwards propose to disturb the arrangement, is said to be prevented from doing so by reason that he has been lying by.

LYING IN FRANCHISE. A term descriptive of waifs, wrecks, estrays, and the like, which may be seized without suit or action.

LYING IN GRANT. A phrase applied to incorporeal rights, incapable of manual tradition, and which must pass by mere delivery of a deed.

LYING IN WAIT. Lying in ambush; lying hid or concealed for the purpose of making a sudden and unexpected attack upon a person when he shall arrive at the scene.

In some jurisdictions, where there are several degrees of murder, lying in wait is made evidence of that deliberation and premeditated intent which is necessary to characterize murder in the first degree. *Commonwealth v. Mondollo*, 247 Pa. 526, 93 A. 612.

This term is not synonymous with "concealed." If a person conceals himself for the purpose of shooting another unawares, he is lying in wait; but a person may, while concealed, shoot another without committing the crime of murder. *People v. Miles*, 55 Cal. 207.

LYNCH LAW. A term descriptive of the action of unofficial persons, organized bands, or mobs, who seize persons charged with or suspected of crimes, or take them out of the custody of the law, and inflict summary punishment upon them, without legal trial, and without the warrant or authority of law. See *State v. Aler*, 39 W.Va. 549, 20 S.E. 585; *Bates' Ann.St.Ohio*, 1904, § 4426 (Gen. Code, § 6278).

LYNDHURST'S

LYNDHURST'S (LORD) ACT. This statute (5 & 6 Wm. IV. c. 54) renders marriages within the prohibited degrees absolutely null and void. Theretofore such marriages were voidable merely.

LYON KING OF ARMS. In Scotch law. The ancient duty of this officer was to carry public messages to foreign states, and it is still the practice of the heralds to make all royal proclamations at

the Cross of Edinburgh. The officers serving under him are heralds, pursuivants, and messengers. Bell. See Kings-at-Arms.

LYTÆ. In old Roman law. A name given to students of the civil law in the fourth year of their course, from their being supposed capable of *solving* any difficulty in law. Tayl. Civil Law, 39.