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<th>Lectures on law: notebooks kept by unidentified student(s) at Litchfield Law School, 1792-1795</th>
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Contents.

Baron & Feme.

Parent & Child.
English Law. Baron and Teme.

1. The right the husband acquires to the personal property of the wife by marriage is absolute.

2. His right to her choses in action is an absolute right to dispose of them as he pleased; but if he does not during coverture, in the event of the husband’s dying first, they survive to the wife.

3. In the event of the wife’s dying first, the husband is entitled to administration of them without liability to account. This is effected by the statute of Ch. 2. For it was not so at common law, but they went to her administrator to be distributed to her next of kin; or else they went to her Executor, if she made a will of them, which by the common law she was enabled to do, and still is, unless the statute referred to impliedly takes away the power, but if she neglects to take out administration, the common rule obtains.
1. Same law.

2. Same law.

3. As the statute of Charles is of no authority with us, the common law sole obtains; viz. they go to the Administrator or Executor, as the case may be.
4. Judgments are obtained by baron and wife and one of them dies before the executions are satisfied. They go to the survivor.

5. Chattels real of the wife, in the event of the husband dying first, go to the wife. The ground of it is, that the husband and wife are joint tenants; and they survive to the wife by the jus descescendi.

6. In the event of the wife's dying first, Chattels real go to the husband by the jus descescendi.

7. The real estate of the wife remains hers notwithstanding the coverture; but as long as it lasts he is entitled to the surplus.

8. In the event of her dying first, it descends to her heirs at law, under the encumbrance of the husband's
4. The same. Perhaps the ground containing the appraisals of such judgment is joint tenancy. If so, it may in this State be questioned whether with us the rule is just. The jus accrescendi is unknown to us.

5. The same law; only the ground in our law is the same as in choses in action.

6. As the jus accrescendi is not acknowledged in our law, I see no reason why they should not as choses in fact, go to the administrator or executor as the case may be.

7. Same law.

8. Same law.
English Law

1. In Europe the requisites to give the
counsel or an estate had taken
place; if not, it depends to the heir
free from incumbrance.

9. In England the husband
courtesy lasts as long as the hus-
bond lives.

10. The wife may with her husband
convey her real property, now
and if; it is done by time or recovering
the having been privately exam-
ined by a magistrate
concerning her free agency.

11. By the English law the wife
cannot convey her real estate to
commence in futuro, without
her husband for the maxim
is, that a schold cannot com-
If it is a question whether it last any longer than such time as the life of the body of the wife comes of age. This doubt is occasioned by a decision of the supreme Court. If then it no such heir living, the law is the same as the English.

10. She may do the same by the ordinary mode of conveyance in this state without any private examination.

If I see no reason why she may not, without her husband, convey her real property, the conveyance to doweretc when the digster is ended. For the snax---
English Law. Baron of Home.

mena in future, but if she conveys by fine or common recovery without her husband, it binds her and her representatives, and is every way valid, unless she dissent.

12. The wife cannot devise her real estate, being prohibitively statute of Hen. 8.

13. At common law, the husband cannot by any possibility lease his wife's real estate for any longer time than
12. The wife may devise her real estate. Of this estate are contained by a judgment of the Superior Court in this state. In that case there was the husband’s consent. I see no reason why that should be necessary as one sight of this can be affected by the devise. We have a statute pointing out who may devise with exceptions who may not, and so that statute there is no prohibition to the wife. If there is no inequity resulting from coverture. If there was, the wife could not devise her choses in action, her personal property, etc.

13. The same as the Common law is here stated to be.
English Law
Baron et ferme

His reign of usucapion continues. Now by a statute of Henry 3. he may,
together with his wife, so lease it, that it may last longer, pro-
vided he justice exactly there
progresses of the statute.

14. The wife or the husband, is after the debts are paid, entitled
to one third of his personal property
if there are children; and to one
half, if there be none.

15. The wife is entitled to dow-
cer in all the real estate of
which the husband ever was
sieg during the coverture, pro-
vided the estate had ever been
so circumstances, that the
wife could have been endow-
ded. This estate the wife
cannot be defeated of by desire
of the husband, nor by claims
of creditors.
14. Our Law the same by a similar Statute.

15. Our law differs in one respect only. In that, the wife can be endorsed only of what the husband dies seized. This is effected by statute.
16. The husband cannot devise away the wife's paraphernalia, nor he may dispose of them during coverture, and they are liable to creditors, when the personal estate is expended, but not before. Nor even then, if the personal estate is expended by specially creditors who might have come upon the real estate. The shall come upon the real estate to the extent of those specially debts that have been charged upon her paraphernalia.

17. The husband, with the wife, is liable for all her debts contracted whilst sole, or collected during coverture.

18. The husband is liable civilly for all the torts of his wife whilst sole, or husband, during the coverture. They must be joined in the suit.

19. The husband's liable civilly with his wife for all her torts committed during coverture in
Baron & Sons, Connecticut Law.

16. Our law is the same only with no mere estate is liable to all debts; I should therefore suppose that both real & personal estate should be exhausted before the paraphernalia mortal be resorted to; for the principle of law is, that of the such claim must yield to creditors, it is to be preferred to legacies. The difference in subjecting real estate to payment of debts is affected by statute.

17. Same law.

18. Same law.

19. Same law.
English Law. Baron X. Ferme.

His absence is without her for those committed in his presence, that is, in his company.

20. The wife can have separate property of her own both real and personal. In the former case, the husband is not entitled to the usufruct, nor can he in any way interfere with the personal. The last, she may devise but not the first, because she is prohibited by statute. She may acquire separate property by settlement of her husband before marriage; and by the intervention of trustees after marriage; and in some instances, a gift directly from the husband to the wife has been supported in equity. It may be acquired by the gift or devise of another to her sole use.

31. There is a custom in the city of London, that a feme covert may be a trader, as a feme sole in derogation of the maxims of the common law.
20. The law the same; only she may devise her separate real property.

21. No such custom.
English Law. Baron & Perme.

22. A femme dores may be bane
by a jointure settled on her be-
fore marriage; or after, but in
the latter case, she may aban-
don her jointure and take her
dower.

23. A jointure must at least be
a freedom estate.

24. Sleeping & living in adultery
is a bar of dower.

25. He is liable to fulfill her con-
tracts where it is usual for her to
make such and where he per-
mits. — He is liable where the
23. Our statute leaves room to doubt whether jointure may not be of personal property as well as real; and if it can, it may be a serious question what kinds of property the wife has in jointure during the coverture. It seems to be a revival of the old common law of dower, ad obtum celeri, which was, as we learn from the civilians, Stafford & Lyndside an endowment of personal property, and that joint property was the separate property of the wife, and that, if this she might make a will, it being, as they express it, property of her own.

24. The same law.

25. The same law.
English Law

Baron's Case

The articles purchased come to his use, or the use of his family in some cases of extraordinary conduct in the wife executed. Where he permits her outdoors, he is liable for her contracts for necessaries. Where he abandons her, he is liable to her contracts for necessaries for herself and family, unless it is in his honor, to prevent her habitual by forbidding persons to visit her. He is not liable where she leaves him without cause. Why should he not be liable for necessaries her leaving him is not known? He is not liable where they live separately, it is matter of notoriety.

26. A free coewt lives with her husband. She has separate property, such separate property is liable to her contracts to the extent of it.

27. A free coewt, separate from her husband by articles of separation and having a separate maintenance, is liable for her own contracts to the extent of them.
26. Same law.

27. I know of no reason why this is not our law; being founded, I apprehend, in principles of justice, sense of sound policy, and I see no reason why it should not.
23. She may sue & be sued as a tene sole, when the husband is banished, has adjourned the realm, is transported, or is an alien enemy.

29. Where there is a wilful separation it is a complete renunciation of all marital rights to the extent of the articles; it always implies, that the husband is not entitled to her services or person & cannot retain her or her liberty.
tance of a separate maintenance should make a difference.

If it is material, why should she be liable to a greater extent
than such property? I am free
hand, that the reason why she is
liable is, not that she has a sep-
arate maintenance but that
she lives separate, "has the right"
of acquiring property and is as
sold from the husband, rights
of her husband."

28. The same law.

29. Same law.
30. If the husband covenants, on his part, to give up all right he has to her real property, she can effectually convey without him.

31. Husband is not liable for wrongs of his wife, criminal or not, unless for trespass or theft committed by her in his company.

32. The wife is liable criminally of her own wrongs, except for trespass or theft in company with her husband.

33. For an injury done to the person or reputation of the wife, she is entitled to the damages.

34. In such case, if there is any

(Handwritten text continues without clear legibility.)
This is not our law; it appears to be founded in sense.

31. Same law.

32. Same law.

33. Same law.

34. Same law.
English Law. Baron & Home
the alone is entitled to damages by an action.
35. For an injury to her real property, it affects the in her
hand, as a damage to houses or trees, she is entitled to the dam-
ages. If it affects the usufruit,
as an injury to the emblement,
she is entitled to the damages.
36. The husband must be joined
with the wife in any suit
where the debt would survive
to the wife on the death of
her wife.
37. This must, alone regularly
bring the action where the debt
or duty would not in the event
of the husband's death survive
to the wife; but it seems to
be admitted, that he may join the
wife, where she, or her prop-
erty, has been the mendicous
cause of the right of action.
38. If a female covert brings an
action alone which would survi-
vive to her, if her coverture is
35. Same law.

36. Same law.

37. Same law.

38. It is
English law. Baron & Time
not plead in abatement, no advantage can be taken of it in bar.
39. Time sole issues & marries, No
writ abates.
40. Time sole issues & marries. The
suit proceeds.
41. Time sole owes debts & marries. These debts are not collected during coverture. The survivor
against her.
42. The action must be brought against husband's wife, where
the right of action would sur-
vive against the event of the
husband dying first.
43. Husband's estate is under the
incumbrance of a Mortgage, se-
deed by the separate property
of the wife. The husband dies.
The widow shall stand in place of
the mortgager, and the heir shall
not have the property without
securing it.
44. husband may dispose of the
wife's paraphernalia during coverture by grant, gift, deed, the not
be null, yet which dispose be only
a pledge, she shall hold it, and of
39. I know of no decision that contradict these rules.

40. Same law

41. Same law

42. I know of no decision to contradict these rules.
English Law! Custom! and Tone.

There is sufficient estate arising from the fund out of which the debt are to be paid. She shall be entitled to so much of the surplus as may be necessary to redeem personal property before any distribution be made to the heirs or legatees.

46: It is a general rule, that all contracts entered into by the husband & wife before marriage, are extinguished by the marriage; yet marriage settlements have been supported in equity, without the intervention of trustees.

46: It is a litigation question, whether a bond given by the husband to the wife whilst solvent in contemplation of marriage, which be held void, and never be due till after his death, as a bond conditioned to leave his 

by will a certain sum, was 

valid under the law by the marriage or not. Such bond have 

been held void by courts of law, but
Baron & Some Connecticut Law.

45. Same.

46. Same.

...
English Law. Baron & Venne.

Whenever they may be considered at law, they will be upheld in equity.

47. A will by a femme sole is by marriage revoked. So in case of a subjection to a trothpmount a marriage is a revocation of the submission.

48. Husband and wife cannot be witnesses for or against each other, even in a criminal or civil action, although all parties are agreed to receive their testimony. To this rule, the case of treachery is an exception. So too, an indictment for a personal abuse to the wife. But on this point, the authorities are contradictory.

When the object is to bind over, or keep the peace, either is answerable against the other.

49. A marriage is declared to be absolutely void, if the requisite ceremonies required by the Statute of
47. Same.

48. Probably treason would not be accepted by our courts.

49. Our statute in terms does not declare a marriage void, who ever may celebrate it; yet Per-
English Law. Baron & None.

If George D. are not pursued, (see the statute) and it must be
celebrated by a person in order,
with the exception of Jews & Quakers.

340. The person in order perform
the ceremony by virtue of au-
thority derived from the state,
not by virtue of his clerical char-
acter.
Barton & Yirne, Connecticut. Saw Joes, that no person shall celebrate a marriage, unless it be a clergyman or some magistrate, if that within certain precincts. I believe the general received opinion is, that if any other person should celebrate a marriage ceremony, it would be void. The statute also requires publication and consent of parents. I believe that nobody ever supposed that where these ceremonies were omitted the marriage was void.

I am at a loss why it should be so subject to the former case. It is true, there is a penalty attached to the latter transgression and none to the former. But whereas one is guilty of a breach of a statute, he is punishable for a mere misdemeanor, the no penalty is as fixed.

520. The same, for if this were not the case, that honor to mer be an extenuation with this honor to preach the gospel.
English Law. Baron St. Tome.

3. 1. The Statutes of Hen. 8th. enacts that every person may marry who is not within the legal degrees of relationship which God's law prohibits, which has been construed to extend to cases of former marriage, giving the husband or wife (as the case may be) precontractual legitimacy. On all these cases, the ancient ecclesiastical courts must divorce a nullity, but in none of these, except the case of a former marriage in the marriage of which party it was, if no divorce is had, during the cohabitation, nothing shall preclude such marriage to bars

the issue. But if no divorce is had during the cohabitation, it goes upon the ground that the marriage was void at initio, and the issue are bastards. For such a marriage causes a divorce to had before the same court, but it is a mensa & thoro, and the issue
By our statute, the causes of divorce are fraudulent contract, 3 years wilful desertion & 7 years not heard of and adultery. The superior court grants divorces in cases of husband and wife not bastard. In case of

termination of coverture the Assembly grant divorces either a vinculo or a mensa.

and may grant alimony.
The superior court, when they divorce, are empowered to give the innocent wife a part of the husband's estate, not exceeding

one third, & she is entitled to

and dowel. It is observable that our

statute is silent as to conceal

for imbecility, unless in

cluded in the text, frauden-

ent contract. As to former

marriages, living the husband

or not, the second is void & 2nd

divorce. Our statute declares

all marriage within the degree of a sister or brother & uncle, with the each

of the sister's or brother.
English Law. Baron of Home

are not bastards. The courts in
such cases if they please allow the
wife alimony. Parliament, in
some cases of adultery have been
a divorce a vinculo matrimonii.

5.2. Husband & wife are divorced a
vinculo matrimonii and the
wife has a child, although it is in
proof, that it was by her former
husband, yet it is a bastard. And
wife is divorced a mensa & has a child.
The presumption of law is, that
it is a bastard, but if it is in proof
that it was by her husband, the
child is legitimate. If husband
or wife had separately article of the
wife has a child, the presumption
of law is, that it is legitimate, and
nothing but improbability of such
on the part of the husband, will
make the child a bastard.

5-2. Probably the same case.
The wife by marriage does not gain a new settlement; if the former settlement is said to be suspended and the coverture, yet upon the determination of the coverture, it revives again.
Name & Place Connecticut, Dec.

5-3. I have not heard that any such case has been before our Court.

5-4. I believe it is the received opinion, that the wife by her marriage gains a settlement with her husband, or at least, after having been con- morant at her husband’s settlement, the requisite time and under the requisite circumstances for gaining a settlement by the statute.
Every child not born in wedlock, or a competent time after is a bastard.

The child may be a bastard the born in wedlock. The principle by which we ascertain this fact is, that the child is a bastard when once the husband was impossible. But in the application of this principle it was formerly holden, that there could be no other evidence of impossibility of access, but only that the husband was not, intra quatera anna. But a more rational rule now obtains. Any evidence of absolute impossibility is admissible, as that the husband was in another part of the country. But probability avails nothing: for if the wife lives in adultery with another man, yet if there exists no impossibility of access, the child is not a bastard.

1. Same law.

2. The principle in our law is the same; & no such rule of evidence or any thing anal-
logous to the husband, being intra quatro manes, such ob-
tained.
English Law Parent & Child

3. When the inequality of the husband is demonstrable the child is a bastard

4. But it seems if a man marries a woman with child by another man the child is not a bastard.

5. A bastard cannot inherit it to any person. The maxim is that he is filius nullius, so that there cannot be any person to whom he may inherit.

6. A bastard child cannot be inherited to unless by his own children or their issue.

7. A bastard may acquire property by name of reputation, but no devise, limitation or grant to
Parent & Child; Connecticut Law

3. Same law.

4. I know of no such case determined by our courts. I apprehend the doctrine very questionable. Possibly if the husband knew the fact, it might make a difference.

5. Domestic policy may prevent the bastard from inheriting to his parents as legitimate children do; but when no such policy has room to operate, as where a mother dies unmarried, having property and a bastard child, why should not the bastard inherit? But I know of no case determined by our Courts, that qualifies against the doctrine of the English law.

6. The same law unless it should be thought reasonable, that when there is no child of the bastard, or any issue of the wife living, that the mother should inherit.

7. I know of no case determined by our courts in the first case put.
English Law. Parent & Child.

The eldest son, eldest daughter, of such an one, will vest in a bastard, the
he is the eldest & the limited to the
issue bastard or not bastard.

8. Where there are bastard children
mulier purgine, the ancestors dies
and the bastard enters and dies
succeed, the title of his issue cannot
be defeated by the mulier or his
issue.

9. The settlement of a bastard
is the place of his birth.

10. Infants are not bound by their
contracts generally; but for nec-
essaries they are. The articles
must be those not only termed
necessary, but actual necessary.

It may be reasonable as the intention of the parties may fairly be presumed to be, that legitimate children only should inherit, but nothing can be more ridiculous by absurd than the doctrine in the last case, where such presumption is removed out of the way by the word of the grant.

8. I know of no such case determined.

9. The settlement of a bastard is the settlement of his mother. This is effected by a decision of court.

10. The same law of the statute on this subject I apprehend is in accordance of the common law.
English Law Parent & Child

for the infant in his then situation; that is to say, he will not be bound for necessaries, if he is under the actual government of his parent, guardian, or master, and that government is duly exercised.

11. The articles must not only be necessary, but suitable to the infant's rank; and of reasonable price. He shall not be boun to pay more than such price.

12. Altho an infant is bound by his contract for necessaries as before explained, yet such securities given by him, as preclude an enquiry into their consideration, are void. Upon this ground I apprehend it is, that bonds with penalties are void. Negotiable notes when negotiated, & bills of exchange are void when given by

11. The principle the same.

12. The principle the same; yet we have inadvertently considered notes for necessity, good; but since with us the consideration of notes cannot be gone into any more than of bonds in England, to have preserved the law entire, we ought to have considered such note, as void; or else in such case have relaxed the rule and supposed the consid
English Law Parent & Child

Infants. But when no such reasons exist, securities given by
infants for needs, are good, as a note of hand
or a single bill.

13. Where such security is avoided, the contract survives.

14. Wherever an infant does an act which he is compelled to do in charity, if it is well done, he cannot rescind it.

15. No decree will happen in charity against an infant without giving him a reasonable time
to contest against it, after he comes of age. This time by the English
law is six months.

16. Contracts of any species by infants not for necessaries, nor
thier they relate to the realty
or personalty, are void or void
able. The principle by which
Parent, the Connecticut Laws, creation be inquired into.

13. Same.

14. Same law.

15. Same law.

16. Same law.
Eng. Law. Parent & Child

The subject is governed by law that the infant at pleasure may rescind such contract without any regard to the contract whether a fair one or not. This privilege is given them to use as a shield to defend them against imposition; but it is not intended they should use it as an offensive weapon to do injustice.

17. Contracts which respect the personality are not void generally, but voidable. If the infant should, however, after he comes of age, confirm such contract by a new promise, or any further evidence of his assent, such contract would be valid. Yet it should be necessary to consider such contract as void in order to give the infant that protection which his minority entitles him to, in such
English Law. Parent & Child

case his contract is void; as if he
should incur a forfeiture by such
contract. In such case the law
consider the contract void to pro-
tect the infant against the for-
terse.

13. Notwithstanding the contract of
an infant is only voidable; yet
it seems that if the sell any prop-
tity & deliver it with his own hand
in such case he cannot treat the
purchaser as a trespasser, but
must demand his property &
then will be entitled & then will
be entitled to his action; but
if he sell does not make an ac-
tual delivery, & the vendee take
it by force of the sale, such ven-
dee is liable in an action of

trespass vi et armis.
I know of no case that recognizes this distinction. It appears to me destitute of principle. The very deed is either a troper or in both cases, or neither. I cannot conceive of any reason why a man on any account should make a difference, and I apprehend it would not be reasonable to consider him a deceasee in either case. There is no necessity of considering the purchaser a wrongdoer or give the infant the full benefit of his privilege; he is soon enough for the infant to sue, when he has made it known that he rescinds the contract, otherwise his privilege might
An infant's conveyance of his real property by fine or re- 
coven is not void but voidable, but the infant during his 
minority but not after. If we are at a loss why the in-
fant's privilege is thus cur-
tailed, we are furnished with 
true reasons, which English 
Lawyers seem to suppose are 
substantial. It is a rule say 
they that in every individa 
art, infancy is tried by inspi.
Parent of Child: Connecticut law be improved by him for the purposes of redemption, without any advantage to himself. And yet I should suppose, that if the infant found that he had sold his property to a bank, and was upon credit, he might consider such contract as void & retake the property, wherever he could find it.

19. We have no such conveyance as the fine discovery and of course, none of the nonsense attached to them.
Eng. Law Parent & Child

Sign of the infant. They suppose that an English Court have sagacity enough to determine a person's minority by soliciting at birth, but if he is once arrived at a certain age, they will he at a loss to know whether he was an infant or not at a former period. I should suppose it would be a safer way to enquire of the infant's parents, neighbors, the registrar, &c., then to trust to the skill of the court in physiognomy. Another reason given is, that the record carries without uncontrollable evidence that the cause of the fine was not justified by anything to convey. This is, at me wholly incomprehensible; try if true it would prevent the avoiding it during minority which is not the case.
20. Other conveyances of real property are void, except by payment, which is only voidable. This is analogous to the manual tradition of personal property.

21. An infant executor at 17 years of age is bound by what he does as executor, unless he acts indirectly, as in releasing a debt without receiving it, and so subjecting himself to a devastavit. In such case he shall have his privilege and rescind the contract.

22. An infant sells an horse & receives the penalty, or buys an horse & pays the money, & then rescinds the contract. Shall he retain the money and have troux for the horse in the one case, or retain the horse & have indebtedness as sumptuary for the money in the other? By the current of authorities he may. This appears
Parent & Child Connecticut Law

20. We have no such consequence as that by segment of a projection that in other cases it is like the English law.

21. Same law.

22. I know of no case where this point has been determined.
End. Laws. Parent & Child

To be destitute of principle: for if the contract is rescinded, it is as if it had never been. It is unjust that the infant should take the property of another person without offering for it, and use it for the purpose of fraud. It is unnecessary for the reason of injuring him from imputation of fraud, but this is effected by his rescinding the agreement, and when that is done, he ought to restore the property thus dishonestly to him. It is said the law presumes it was a gift to the infant. Such a presumption is in direct opposition to the nature of the transaction. For when a man pays his money for a horse and takes him away, there is no room for presumption, that he intended to give the purchase money to the vendor.

23. A contract for money cannot be laid out in sleep, and actually so laid out, may at law be avoided, but will be held good in Equity. That there should be such different rules in differ-
Laws of Parent & Child

tent courts is, I apprehend, impo-
sitive, for if it is reasonable that
t should be enforced anywhere,
I can find no solid reason why a
court of law should not do jus-
tice; unless we are to suppose
that law is something odious
to reason & justice. If it be a
rule unreasonable, then a
court of equity is not warranted
to enforce it. This disgraceful
distinction has its origin in the
narrow mode of thinking that
has so long prevailed in the court
of law supported by the weight
of precedent formed in barbarous
cases; while courts of equity,
teed from the statutes in-
posed by precedent, render juri-
ment under the influence of
common sense.
24. Although infants may rescind
their contracts with adults, adults
have not the like privilege.
25. An infant may make a partition, if it is an equal or fair transaction. This he cannot rescind, for this he is compulsable to do in chancery. If it is unequal he may rescind.

26. An infant heir mortagages by descent, upon the mortgagor's fragment to the executors of the money due, conveys. He cannot rescind, for this he was compulsable to do in chancery.

27. Although the rule of law is, that an infant or his executor may avoid a contract made by the infant, yet if an infant, age to dispose of his property, to wit, at 13, should devise such property to pay this contract, as the infant had free power so to devise, the executor is in equity compelled to pay it. I see no reason why the rule should not be the same in law as in equity, this whole matter being spread upon the record.
Parent & Child Connecticut Law

25. Same Law.

26. Same Law.

27. I know nothing as to this point.
28. An infant of the age of consent to marry, viz., at 14, may covenant to settle any particular estate upon his wife & issue, & equity will enforce such contract.

29. An infant after he is of the age of 14, is liable for his torts civiliter & criminaliter.

30. An infant is not liable for his torts civiliter & criminaliter under 7 years of age. From that period till he is fourteen, he may or may not be liable as he after years to be dolio capax. It is said the presumption is in his favor till 14, and against him after that period.

31. An infant is not liable for one species of wrong, slander, until 17 years of age.

32. An infant is liable crim. inaliter for fraud, but not civiliter.
28. I know of no case as to this point.

29. Same law.

30. Same law.

32. This distinction I apprehend unsounded. If he is liable, criminal it is because it was a wrong. For the same reason ought he to be liable civilly, not for the contract, but for the fraud which induced the contract.
English Law Parent & Child

33. The infants at 14 are liable for their

sins, yet if those sins are neither

felony nor treason and are

punishable corporally, the infant shall not be

so punished. Neither shall he be

punished for a crime which is

a mere non-feasance, as where a

fine is imposed if such persons do

not build a bridge. An infant is

one whose duty it is to

neglects, yet shall he not be a

merced.

34. Parents are liable for the con-

tract of their children where they

exhorted or implicitly allow them

to contract. What shall be evidence

of such allowed compliance is the

only difficulty. It is settled that

the parent is liable where the arti-

cles purchased came to the use

of the parent, where the con-

tract is in the course of the par-

ents' business; when it is of such

a kind as it is usual for the mind

to make the parent to perform a

discharge such contracts, sup-

pose this parent should give it.
Danforth Child, Connecticut lawyer.

Samuel law.
English Law. Parent & Child.

minor his time to shift for himself, would not the parent be impliedly liable for the contract of such minor? Or one case the parent is liable the against his agent, that is, where negligence are furnished an infant.

35. An infant gives a warrant of attorney to confess judgment against himself. The court on motion will vacate the judgment.

36. Parent & grandparent, children & grandchild are compulsable to support each other in case of poverty; and where there is more than one person liable, the proportion of maintenance will be according to their respective abilities. This is affected by statute.

37. Sons & law are not obliged to support their wives parents. This is determined by an adjudication of court not to be within the statute.
35. We have no such beneficial practice as that of the courts vacating a judgment. I should suppose that if we would observe entire the principles of the law of infancy, we should consider such judgment void, those acting under it as helpless persons. 36. We have such a statute.

37. We have a like determination.
38. Parents are not liable generally for the torts of their children; if they are done by their
ance, or in the immediate execution of their business, without their allowance, they are
liable.

39. A married woman who cannot support her children. He is not obliged
to support them.

40. If the wife has estate to able to support her chil-
dren. Then is. A liable, but
his liability determines with
the coverture.

41. A judgment is obtained a
gainst an adult & a minor.
The minor not being suely

guardian, the judgment is
reversed on this.

42. A parent is entitled to the ser-
ices of a minor child. Any injury to
the child by which that serve is lost can
terrible to an action, per quod vestrae.
39. I know of no decision on this point. I apprehend the usage is different.

40. Same law.

41. It is erroneous as it respects the minor. This difference is affected by adjudication of court.

42. Same.
42. The last mentioned action is allowed by a parent against a person who had disbarred his daughter; and at the loss of service seems to be the ground on which the person brings the action, yet the damages actually given by no means correspond with this idea. It is a parent, that under cases of loss of service, separations are meant to be made to the modern feeling of the parent, and for the disgrace arising from such a transgression. The loss of service seems to be regarded as the smallest injury in the plaintiff’s case.

44. The parent is entitled to an action against a man for enticing a child out of his service. **QUERIE:** would he not be entitled to an action against the man who had corrupted his morals & driven him to the commission of
Parent & Child Connecticut Laws

43. Same law.

44. Same law.
English Law. Parent & Child.

45. As the parent is bound to maintain his children, an injury to the child, which has occasioned their expenses, entitles him to an action on the case; and if this happens, when there is a loss of service, it may be recovered in the action of rebus quod; being stated as the ground of special damage.

46. The parent may correct his child with moderation. The only difficulty is to determine when he has exceeded those bounds. If, in the opinion of the jury, the child was corrected more than he ought to have been, or more than they would have done for the same offense, yet I do not apprehend this lays sufficient ground to subject the parent to concurrence that the parent acts in a judicial capacity; and in

45. Same law.

46. Same law.
English Law. Parent & Child

ous cases blame is not im-

ediable upon the mistakes of

the understanding

in such cases it

may be true, that the mode of

punishment will furnish

strong evidence of this malice.

It is not enough that the mo-
tives of the tyrer were of the

most unjustifiable nature.

If the correction do not exceed
the bound of moderation in
the opinion of the tyrer, the

parent is not liable.

47. Parents may justify a
battery in defense of their chil-

dren, or children, in defense

of their parents.

48. Parents may educate their
children as they please with

Parent & Child Connecticut Law

47. Same law.

48. We have no such illiberal restriction. Parents are forever
certain restrictions against
educating them in the Parish
religion.

49. Guardian in sonage is when
an ancestor dies leaving an heir
under the age of fourteen enti-
tled to the fee of seale property.
In such case, the person
who is nearest of blood to whom
the inheritance cannot by
possibility descend, is guardian
in sonage. This guardianship
extends to the custody of his prop-
erty real & to the custody of his
person; but has nothing to do
with his property personal. It
lasts till the ward is 14, when
he may elect his guardian.
Parent & Child. Connecticut laws compelable to learn their children to read the Bible and to teach them the laws against capital crimes. In the event of their inability to do this, to learn them by strict some orthodox catechisms.

49. There is no such guardian in our law.
Such guardian is compa-
tible in chancery to give bond, or to
account annually, and may be dis-

cleared by the Chancellor.

A guardian may be appointed
by will, and such is a guardian
of real and personal property, as also
of the person of the ward. Such
ward cannot elect his guardian at
the age of 14. This guardian is
liable to the same controls in
chancery, as guardian in sol-
cage.

When there is an infant &
the father is living, he is guardian
liable to be displaced as to the guar-
dianship of his estate by the Chan-
celler, but not as to his person.

The father is dead and the
mother is living; the ecclesi-
sal tue court, or court of chancery
appoint a guardian to the male

5.0. As there is no such guardian, there can be no such law.

5.1. There can be no such guardian as we have no statute for that purpose. The English law depends on a statute of that time.

5.2. The same law; only the powers refer to it in the courts of Probate.

5.3. Same law in court of Probate; only no such distinction obtains, that the mother is gain of the females.
English Law. Parent & Child.

This lasts till they are fourteen
years of age. Then they elect their
guardians, subject indeed to the
ratification of such courts. If
no election is made the original
 guardianship of these
wards continues till they are
21. This guardianship is over
the personal estate real & person
al; liable indeed like other
 guardianships to the control
of the chancellor. These guar
dians upon their appointment
must give bonds for the
performance of that trust.
The mother is guardian to the
females till 12, when they
elect, but if they do not elect,
the mother remains guardian
5-6. If both of the
mother be both
dead. The law as to both male
Parent & Child Connecticut Law

24. The same.
English Law

Parent & Child

and females. The same as males in the foregoing case in regard to males.

5.5. The guardian is liable to account with the infant. This may be effected

even during the continuance of the guardianship in a suit of the infant by his master or any, if the

necessity of the case requires it. Guar-

di ans are ordinarily called to account in such

any; the action of account lies at com-

mon law; and in accounting, I take the gen-

eral rule of law to be, that when a man

does not the master's property for his

own purposes, he must pay it with in

trust; the cases as to be found, when un-

der the direction of the master, he has been careful

in the account for the profits of. He may

not trust the master's money to interest; he

shall answer for such neglect. If he

purchases or supplies the infant's name with the

infant's money, the rule is, that if the

guardian, it he shall account with him for the money thus expended, and the interest

the infant on such case will be trustee; and

hence, the guardian is competent in charging

to convey to him.

5.5. When an infant sees it must be by guardian

or master's order; and in the event of the con-


gress, against the infant, such guardian or master's

order is call for the cost. When an infant is sued it

must be by guardian, and a judgment rendered.

5th. The general principles are the same with this difference in practice, that the ordinary mode of calling a question to account is by action of account. I know of no reason why it may not be done in chancery, if the benefit of the discovery of any paper is wanted. That cannot be had in an action of account. I should suppose accounting in a Court of Probate would be conclusive under the parties.
English Law

Parent & Child

gain of them without guardian's consent, 8 may be
received.

2. The settlement of the parent in the settlement of the child by his own act assumps a new settlement.

3. If any act of the father has no settlement, the settlement of the mother is the settlement of the child.

4. Settlement of the child, both is the settlement.

5. The father is dead, the child by no act of his acquires a settlement. His mother acquires a new settlement for herself. Such new acquirement settlement is the settlement of the child.

6. The child bound apprentice gains a settlement in the place where he first serves his master 40 days. In an apprentice he is removable from his master.

7. By a number of English statutes, the officers of the parish bound by law to maintain the poor may prosecute the reputed father of a bastard and can compel him to indemnify the parish against being liable to maintain such bastard.

(End of Parent & Child.)
62. The court's decision is that no affirmative judgment may be given in a cause where the court has said it was not for the ground of the case being inexcusable, but that it seems is not the reason in the English law.

63. Our law has not only in view to serve the public as the English, but also to effect what is equal maintenance of the child by each and every mother. The right of proceeding against the child is given by statute, by virtue of which the mother will proceed by judgment of court, a sum of money collected, which is to be executed, conformably to half the charges of bringing up the child, and half the charges of damages. The ipin of these executions is liable to cease, and if the child die, they are liable to be enlarged by the court, short in time, sick occasion extraordinary expenses.