R.

RACK, punishments. An engine with which to torture a supposed criminal, in order to extort a confession of his supposed crime, and the names of his supposed accomplices. Unknown in the United States.

2. This instrument, known by the nickname of the Duke of Exeter's daughter, was in use in England. Barr. on the Stat. 866 12 S. & R. 227.

BACK RENT, Engl. law. The full extended value of land let by lease, payable by tenant for life or Years. Wood's Inst. 192.

RADOUB, French law. This word designates the repairs made to a ship, and a fresh supply of furniture and victuals, munitions and other provisions required for the voyage. Pard. n. 602.

RAILWAY. A road made with iron rails or other suitable materials.

2. Railways are to be constructed and used as directed by the legislative acts creating them.

3. In general, a railroad company may take lands for the purpose of making a road when authorized by the charter, by paying a just value for the same. 8 S. & M. 649.

4. For most purposes a railroad is a public highway, but it may be the subject of private property, and it has been held that it may be sold as such, unless the sale be forbidden by the legislature; not the franchise, but the land constituting the road. 5 Iredell, 297. In. general, however, the public can only have a right of way for it is not essential that the public should enjoy the land itself, namely, its treasures, minerals, and the like, as these would add nothing to the convenience of the public.

5. Rail−road companies, like all other principals, are liable for the acts of their agents, while in their employ, but they can not be made responsible for accidents which could not be avoided. 2 Iredell, 234; 2 McMullan, 403.

RAIN WATER. The water which naturally falls from the clouds.

2. No one has a right to build his house so as to cause the rain water to fall over his neighbor's land; 1 Rolle's Ab. 107; 2 Leo. 94; 1 Str. 643; Fortesc. 212; Bac. Ab. Action on. the case, F.; 5 Co. 101; 2 Rolle, Ab. 565, 1. 10; 1 Com. Dig. Action upon the case for a nuisance, A; unless he has acquired a right by a grant or prescription.

3. When the land remains in a state of nature, says a learned writer, and by the natural descent, the rain water would descend from the superior estate over the lower, the latter is necessarily subject to receive such water. 1 Lois des Batimens, 15, 16. Vide 2 Roll. 140; Dig. 39, 3; 2 Bouv. Inst. n. 1608.

RANGE. This word is used in the land laws of the United States to designate the order of the location of such lands, and in patents from the United States to individuals they are described as being within a certain range.

RANK. The order or place in which certain officers are placed in the army and navy, in relation to others, is called their rank.

2. It is a maxim, that officers of, an inferior rank are bound to obey all the lawful commands of their superiors, and are justified for such obedience.

RANKING. In Scotland this term is used to signify the order in which the debts of a bankrupt ought to be paid.

RANSOM, contracts, war. An agreement made between the commander of a capturing vessel with the commander of a vanquished vessel, at sea, by which the former permits the latter to depart with his vessel, and gives him a safe conduct, in consideration of a sum of money, which the commander of the vanquished vessel, in his own name, and in the name of the owners of his vessel and cargo, promises to pay at a future time named, to the other.

2. This contract is usually made in writing in duplicate, one of which is kept by the vanquished vessel which is its safe conduct; and the other by the conquering vessel, which is properly called ransom bill.

3. This contract, when made in good faith, and not locally prohibited, is valid, and may be enforeed. Such contracts have never been prohibited in this country. 1 Kent, Com. 105. In England they are generally forbidden. Chit. Law of Nat. 90 91; Poth. Tr. du Dr. de Propr. n. 127. Vide 2 Bro. Civ. Law, 260; Wesk. 435; 7 Com. Dig. 201; Marsh. Ins. 431; 2 Dall. 15; 15 John. 6; 3 Burr. 1734. The money paid for the redemption of such property is also called the ransom.

RAPE, crim. law. The carnal knowledge of a woman by a man forcibly and unlawfully against her will. In order to ascertain precisely the nature of this offence, this definition will be analysed.

2. Much difficulty has arisen in defining the meaning of carnal knowledge, and different opinions have been entertained some judges having supposed that penetration alone is sufficient, while other's deemed emission as an essential ingredient in the crime. Hawk. b. 1, c. 41, s. 3; 12 Co. 37; 1 Hale, P. C. 628; 2 Chit. Cr. L. 810. But in modern times the better opinion seems to be that both penetration and emission are necessary. 1 East, P. C. 439; 2

Leach, 854. It is, however, to be remarked, that very slight evidence may be sufficient to induce a jury to believe there was emission. Addis. R. 143; 2 So. Car. C. R. 351; 1 Beck's Med. Jur. 140. 4 Chit. Bl. Com. 213, note 8. In Scotland, emission is not requisite. Allis. Prin. 209, 210. See Emission; Penetration.

3. By the term man in this definition is meant a male of the human species, of the age of fourteen years and upwards; for an infant, under fourteen years, is supposed by law incapable of committing this offence. 1 Hale, P. C. 631; 8 C. & P. 738. But not only can an infant uncler fourteen years, if of sufficient mischievous discretion, but even a woman may be guilty as principals in the second degree. And the hushand of a woman may be a principal in the second degree of a rape committed upon his wife, as where he held her while his servant committed the rape. 1 Harg St. Tr. 388.

4. The knowledge of the woman's person must be forcibly and against her will; and if her consent has not been voluntarily and freely given, (when she has the power to consent,) the offence will be complete, nor will any subsequent acquiescence on her part do away the guilt of the ravisher. A consent obtained from a woman by actual violence, by duress or threats of murder, or by the administration of stupefying drugs, is not such a consent as will shield the offender, nor turn his crime into adultery or fornication.

5. The matrmonial consent of the wife cannot be retracted, and, therefore, her hushand cannot be guilty of a rape on her as his act is not unlawful. But, as already observed, he may be guilty as principal in the second degree.

6. As a child under ten years of age is incapable in law to give her consent, it follows, that the offence may be committed on such a child whether she consent or not. See Stat. 18 Eliz, c. 7, s. 4. See, as to the possibility of commi tting a rape, and as to the signs which indicate it, 1 Beck's Med. Jur. ch. 12; Merlin, Rep. mot Viol.; 1 Briand, Med. Leg. 1ere partic, c. 1, p. 66; Biessy, Manuel Medico−Legal, &c. p. 149; Parent Duchatellet, De la Prostitution dans la ville de Paris, c. 3, _5 Barr. on the Stat. 123; 9 Car. & P. 752 2 Pick. 380; 12 S. & R. 69; 7 Conn. 54 Const. R. 354; 2 Vir. Cas. 235.

RAPE, division of a country. In the English law, this is a district similar to that of a hundred; but oftentimes containing in it more hundreds than one.

RAPINE, crim. law. This is almost indistinguishable from robbery. (q. v.) It is the felonious taking of another man's personal property, openly and by violence, against his will. The civilians define rapine to be the taking with violence, the movable property of another, with the fraudulent intent to appropriate it to one's own USC. Lec. El. Dr. Rom. _1071.

RAPPORT A SUCCESSION. A French term used in Louisiana, which is somewhat similar in its meaning to our homely term hotch−pot. It is the reunion to the mass of the succession, of the things given by the deceased ancestor to his heir, in order that the whole may be divided among the do−heirs.

2. The obligation to make the rapport has a tripple foundation. 1. It is to be presumed that the deceased intended in making an advancement, to give only a portion of the inheritance. 2. It establishes the equality of a division, at least, with regard to the children of the same parent, who all have an equal right to the succession. 3. It preserves in families that harmony, which is always disturbed by unjust favors to one who has only an equal right. Dall. Dict. h. t. See Advancement; Collation; Hotchpot.

RASCATL. An opprobrious term, applied to persons of bad character. The law does not presume that a damage has arisen because the defendant has been called a rascal, and therefore no general damages can be recovered for it; if the party has received special damages in consequence of being so called, be can recover a recompense to indennify him for his loss.

RASURE. The scratching or scraping a writing, so as to prevent some part of it from being read. The word writing here is intended to include printing. Vide Addition; Erasure and Interlineation. Also 8 Vin. Ab. 169; 13 Vin. Ab. 37; Bac. Ab. Evidence, F.; 4 Com. Dig. 294; 7 Id. 202.

RATE. A public valuation or assessment of every man's estate; or the ascertaining how much tax every one shall pay. Vide Pow. Mortg. Index, h. t.; Harr. Dig. h. t.; 1 Hopk. C. R. 87.

RATE OF EXCHANGE. Among merchants, by rate of exchange is understood the price at which a bill drawn in one country upon another, may be sold in the former.

RATIFICATION, contracts. An agreement to adopt an act performed by another for us.

2. Ratifications are either empress or implied. The former are made in express and direct terms of assent; the latter are such as the law presumes from the acts of the principal; as, if Peter buy goods for James, and the latter, knowing the fact, receive them and apply them to his own use. By ratifying a contract a man adopts the agency, altogether, as well what is detrimental as that which is for his benefit. 2 Str. R. 859; 1 Atk. 128; 4 T. R. 211; 7

East, R. 164; 16 M. R. 105; 1 Ves. 509 Smith on Mer. L. 60; Story, Ag. _250 9 B. & Cr. 59.

3. As a general rule, the principal has the right to elect whether he will adopt the unauthorized act or not. But having once ratified the act, upon a full knowledge of all the material circumstances, the ratification cannot be revoked or recalled, and the principal becomes bound as if he had originally authorized the act. Story, Ag. _250; Paley, Ag. by Lloyd, 171; 3 Chit. Com. Law, 197.

4. The ratification of a lawful contract has a retrospective effect, ana binds the principal from its date, and not only from the time of the ratification, for the ratification is equivalent to an original authority, according to the maxim, that omnis ratihabitio mandate aeguiparatur. Poth. Ob. n. 75; Ld. Raym. 930; Com. 450; 5 Burr. 2727; 2 H. Bl. 623; 1 B. & P. 316; 13 John.; R. 367; 2 John. Cas. 424; 2 Mass. R. 106.

5. Such ratification will, in general, relieve the agent from all responsibility on the contract, when be would otherwise have been liable. 2 Brod. & Bing. 452. See 16 Mass. R. 461; 8 Wend. R. 494; 10 Wend. R. 399; Story, Ag. _251. Vide Assent, and Ayl. Pand. *386; 18 Vin. Ab. 156; 1 Liv. on, Ag. c. 2, _4, p. 44, 47; Story on Ag. _239; 3 Chit. Com. L. 197; Paley on Ag. by Lloyd, 324; Smith on Mer. L. 47, 60; 2 John. Cas. 424; 13 Mass. R. 178; Id. 391; Id. 379; 6 Pick. R. 198; 1 Bro. Ch. R. 101, note; S. C. Ambl. R. 770; 1 Pet. C. C. R. 72; Bouv. Inst. Index, h. t.

6. An infant is not liable on his contracts; but if, after coming of age, he ratify the contract by an actual or express declaration, he will be bound to perform it, as if it had been made after he attained full age. The ratification must be voluntary, deliberate, and intelligent, and the party must know that without it, he would not be bound. 11 S. & R. 305, 311; 3 Penn. St. R. 428. See 12 Conn. 551, 556; 10 Mass. 137,140; 14 Mass. 457; 4 Wend. 403, 405. But a confirmation or ratification of a contract, may be implied from acts of the infant after he becomes of age; as by enjoying or claiming a benefit under a contract be might have wholly rescinded; 1 Pick. 221, 22 3; and an infant partner will be liable for the contracts of the firm, or at least such as were known to him, if he, after becoming of age, confirm the contract of partnership by transacting business of the firm, receiving profits, and the like. 2 Hill. So. Car. Rep. 479; 1 B. Moore, 289.

RATIFICATION OF TREATIES. The constitution of the United States, art. 2, s. 2, declares that the president shall have power, by and with the advice and consent of the senate, to make treaties, provided two−thirds of the senators present concur. 2. So treaty is therefore of any validity to bind the nation unless it has been ratified by two−thirds of the members present in the senate at the time its expediency or propriety may have been discussed. Vide Treaty.

RATIHABITION, contracts. Confirmation; approbation of a contract; ratification. Vin. Ab. h. t.; Assent. (q. v.)

RATIONALIBUS DIVISIS, WRIT DE. The name of a writ which lies properly when two men have lands in several towns or hamlets, so that the one is seised of the land in one town or hamlet, and the other, of the other town or hamlet by himself; and they do not know the bounds of the town or hamlet, nor of their respective lands. This writ lies by one, against the other, and the object of it is to fix the boundaries. F . N. B. 300.

RAVISHED, pleadings. In indictments for rape, this technical word must be introduced, for no other word, nor any circumlocution, will answer the purpose. The defendant should be charged with having "feloniously ravished" the prosecutrix, or woman mentioned in the indictment. Bac. Ab. Indictment, G l; Com. Dig. Indictment, G 6; Hawk. B. 2, c. 25, s. 56; Cro. C. C. 37; 1 Hale, 628: 2 Hale, 184 Co. Litt. 184, n. p.; 2 Inst. 180; 1 East, P. C. 447. The words "feloniously did ravish and carnally know," imply that the act was done forcibly and against the will of the woman. 12 S. & R. 70. Vide 3 Chit. Cr. Law, 812.

RAVISHMENT, crim. law. This word has several meanings. 1. It is an unlawful taking of a woman, or an heir in ward. 2. It is sometimes used synonymously with rape.

RAVISHMENT OF WARD, Eng. law. The marriage of an infant ward, without the consent of the guardian, is called a ravishment of ward, and punishable by statute. Westminster 2, c. 35.

READING. The act of making known the contents of a writing or of a printed document.

2. In order to enable a party to a contract or a devisor to know what a paper contains it must be read, either by the party himself or by some other person to him. When a person signs or executes a paper, it will be presumed that it has been read to him, but this presumption may be rebutted.

3. In the case of a blind testator, if it can be proved that the will was not read to him, it cannot be sustained. 3 Wash. C C. R. 580. Vide 2 Bouv. Inst. n. 2012.

REAL. A term which is applied to land in its most enlarged signification. Real security, therefore, means the security of mortgages or other incumbrances affecting lands. 2 Atk. 806; S. C. 2 Ves. sen. 547.

2. In the civil law, real has not the same meaning as it has in the common law. There it signifies what relates to a thing, whether it be movable or immovable, lands or goods; thus, a real injury is one which is done to a thing, as a trespass to property, whether it be real or personal in the common law sense. A real statute is one which relates to a thing, in contradistinction to such as relate to a person,

REAL ACTIONS. Those which concern the realty only, being such by which the demandant claims title to have any lands or tenements, rents, or other hereditaments, in fee simple, fee tail, or for term of life. 3 Bl. Com. 117. Vide Actions.

2. In the civil law, by real actions are meant those which arise from a right in a thing, whether it be movable or immovable.

REAL CONTRACT, com. law. By this term are understood contracts in respect to real property. 3 Rawle, 225.

2. In the civil law real contracts are those which require the interposition of thing (rei,) as the subject of them; for instance, the loan for goods to be specifically returned.

3. By that law, contracts are divided into those which are formed by the mere consent of the parties, and therefore are called consensual; such as sale, hiring and mandate, and those in which it is necessary that there should be something more than mere consent, such as the loan of money, deposit or pledge, which, from their nature, require the delivery of the thing; whence they are called real. Poth. Obl. p. 1, c. 1, s. 1, art. 2.

REAL PROPERTY, That which consists of land, and of all rights and profits arising from and annexed to land, of a permanent, immovable nature. In order to make one's interest in land, real estate, it must be an interest not less than for the party's life, because a term of years, even for a thousand years, perpetually renewable, is a mere personal estate. 3 Russ. R. 376. It is usually comprised under the words lands, tenements, and hereditaments. Real property is corporeal, or incorporeal.

2. Corporeal consists wholly of substantial, permanent objects, which may all be comprehended under the general denomination of land. There are some chattels which are so annexed to the inheritance, that they are deemed a part of it, and are called heir looms. (q. v.) Money agreed or directed to be laid out in land is considered as real estate. Newl. on Contr. chap. 3; Fonb. Eq. B. 1, c. 6, _9; 3 Wheat. Rep. 577.

3. Incorporeal property, consists of certain inheritable rights, which are not, strictly speaking, of a corporeal nature, or land, although they are by their own nature or by use, annexed to corporeal inheritances, and are rights issuing out of them, or which concern them. These distinctions agree with the civil law. Just. Inst. 2, 2; Poth. Traite de la Communaute, part 1, c. 2, art. 1. The incorporeal hereditaments which subsist by the laws of the several states are fewer than those recognized by the English law. In the United States, there are fortunately no advowsons, tithes, nor dignities, as inheritances.

4. The most common incorporeal hereditaments, are, 1. Commons. 2. Ways. 3. Offices. 4. Franchises. 5. Rents. For authorities of what is real or personal property, see 8 Com. Dig. 564; 1 Vern. Rep. by Raithby, 4, n.; 2 Kent, Com. 277; 3 Id. 331; 4 Watts' R. 341; Bac. Ab. Executors, H 3; 1 Mass. Dig. 394; 5 Mass. R. 419, and the references under the article Personal property, (q. v.) and Property. (q. v.)

5. The principal distinctions between real and personal property, are the following: 1. Real property is of a permanent and immovable nature, and the owner has an estate therein at least for life. 2. It descends from the ancestor to the heir instead of becoming the property of an executor or admin−istrator on the death of the owner, as in case of personalty. 3. In case of alienation, it must in general be made by deed, 5 B. & C. 221, and in presenti by the common law; whereas leases for years may commence in futuro, and personal chattels may be transferred by parol or delivery. 4. Real estate when devised, is subject to the widow's dower personal estate can be given away by will discharged of any claim of the widow.

6. These are some interests arising out of, or connected with real property, which in some respects partake of the qualities of personally; as, for example, heir looms, title deeds, which, though in themselves movable, yet relating to land descend from ancestor to heir, or from a vendor to a purchaser. 4 Bin . 106.

7. It is a maxim in equity, that things to be done will be considered as done, and vice versa. According to this doctrine money or goods will be considered as real property, and land will be treated as personal property. Money directed by a will to be laid out in land is, in equity, considered as land, and will pass by the words "lands, tenements, and hereditaments whatsoever and wheresoever." 3 Bro. C. C. 99; 1 Tho. Co. Litt. 219, n. T.

REALITY OF LAWS. Those laws which govern property, whether real or personal, or things; the term is used in persona opposition to personality of laws. (q. v.) Story, Confl. of L. 23.

REALM. A kingdom; a country. 1 Taunt. 270; 4 Campb. 289; Rose, R. 387.

REALTY. An abstract of real, as distinguished from personalty. Realty relates to lands and tenements, rents or other hereditaments. Vide Real Property.

REASON. By reason is usually understood that power by which we distinguish truth from falsehood, and right from wrong; and by which we are enabled to combine means for the attainment of particular ends. Encyclopedie, h. t.; Shef. on Lun. Introd. xxvi. Ratio in jure aequitas integra.

2. A man deprived of reason is not criminally responsible for his acts, nor can he enter into any contract.

3. Reason is called the soul of the law; for when the reason ceases, the law itself ceases. Co. Litt. 97, 183; 1 Bl. Com. 70; 7 Toull. n. 566.

4. In Pennsylvania, the judges are required in giving their opinions, to give the reasons upon which they are founded. A similar law exists in France, which Toullier says is one of profound wisdom, because, he says, les arrets ne sont plus comme autre fois des oracles muets qui commandent une obeissance passive; leur autorite irrefragable pour ou contre ceux qui les ont obtenus, devient soumise a la censure de la raison, quand on pretend les eriger en re−gles a suivre en d'autres cas semblables, vol. 6, n. 301; judgments are not as formerly silent oracles which require a passive obedience; their irrefragable authority, for or against those who have obtained them, is submitted to the censure of reason, when it is pretended to set them up as rules to be observed in other similar cases. But see what Duncan J. says in 14 S. & R. 240.

REASONABLE. Conformable or agreeable to reason; just; rational.

2. An award must be reasonable, for if it be of things nugatory in themselves, and offering no advantage to either of the parties, it cannot be enforeed. 3 Bouv. Inst. n. 2096. Vide Award.

REASONABLE ACT. This term signifies such an act as the law requires. When an act is unnecessary, a party will not be required to perform it as a reasonable act. 9 Price's Rep. 43; Yelv. 44; Platt. on Cov. 342, 157.

REASONABLE TIME. The English law, which in this respect, has been adopted by us, frequently requires things to be done within a reasonable time; but what a reasonable time is it does not define: quam long−um debet esse rationabile tempus, non definitur in lege, sed pendet ex discretione justiciariorum. Co. Litt, 50. This indefinite requisition is the source of much litigation. A bill of exchange, for example, must be presented within a reasonable time Chitty, Bills, 197−202. An abandonment must be made within a reasonable time after advice received of the loss. Marsh. Insurance, 589.

2. The commercial code of France fixes a time in both these cases, which varies in proportion to the distance. See Code de Com. L. 1, t. 8, s. 1, _10, art. 160; Id. L. 5, t. 10, s. 3, art. 373. Vide, generally, 6 East, 3; 7 East, 385; 3 B. & P. 599; Bayley on Bills, 239; 7 Taunt. 159, 397; 15 Pick. R. 92,; 3 Watts. R. 339; 10 Wend. R. 304; 13 Wend. R. 549; 1 Hall's R. 56 6 Wend. R. 369; Id. 443; 1 Leigh's N. P. 435; Co. Litt. 56 b.

REASSURANCE. When an insurer is desirous of lessening his liability, he may procure some other insurer to insure him from loss, for the insurance he has made this is called reassurance.

REBATE, mer. law. Discount; the abatement of inferest in consequence of prompt payment. Merch. Dict. h. t.

REBEL. A citizen or subject who unjustly and unlawfully takes up arms against the constituted authorities of the nation, to deprive them of the supreme power, either by resisting their lawful and constitutional orders, in some particular matter, or to impose on them conditions. Vattel, Droit des Gens, liv. 3, _328. In another sense it signifies a refusal to obey a superior, or the commands of a court. Vide Commission of Rebellion.

REBELLION, crim. law. The taking up arms traitorously against the govern− ment and in another, and perhaps a more correct sense, rebellion signifies the forcible opposition and resistance to the laws and process lawfully issued.

2. If the rebellion amount to treason, it is punished by the laws of the United States with death. If it be a mere resistance of process, it is generally punished by fine and imprisonment. See Dalloz, Dict. h. t.; Code Penal, 209.

REBELLION, COMMISSION OF. A commission of rebellion is the name of a writ issuing out of chancery to compel the defendant to appear. Vide Commission of Rebellion.

REBOUTER. To repel or bar. The action of the heir by the warranty of his ancestor, is called to rebut or repel. 2 Tho. Co. Litt. 247, 303.

TO REBUT. To contradict; to do away as, every homicide is presumed to be murder, unless the contrary appears from evidence which proves the death; and this presumption it lies on the defendant to rebut by showing that it was justifiable or excusable. Allis. Prin. 48.

REBUTTER, pleadings. The name of the defendant's answer to the plaintiff's surrejoinder. It is governed by the same rules as the rejoinder. (q. v.) 6 Com. Dig. 185.

REBUTTING EVIDENCE. That which is given by a party in the cause to explain, repel, counteract or disprove facts given in evidence on the other side. The term rebutting evidence is more particularly applied to that evidence given by the plaintiff, to explain or repel the evidence given by the defendant.

2. It is a general rule that anything may be given as rebutting evidence which is a direct reply ta that produced on the other side; 2 M'Cord, 161; and the proof of circumstances may be offered to rebut the most positive testi−mony. Pet. C. C. 235. See Circumstances.

3. But there are several rules which exclude all rebutting evidence. A party cannot impeach the validity of a promissory note which he has made or en−dorsed; 3 John. Cas. 185; nor impeach his own witness, though he may disprove, by other witnesses, matters to which he has testified; 3 Litt. 465, nor can be rebut or contradict what a witness has sworn to, which is immaterial to the issue. 16 Pick. 153; 2 Bailey, 118.

4. Parties and privies are estopped from contradicting a written instrument by parol proof, but this rule does not apply to strangers. 10 John. 229. But the parties may prove that before breach the agreement was abandoned, or annulled by a subsequent agreement not in writing. 4 N. Hamp. Rep. 196. And when the writing was made by another, as, where the log−book stated a desertion, the party affected by it may prove that the entry was false or made by mistake. 4 Mason, R. 541.

TO RECALL, international law. To deprive a minister of his functions; to supersede him.

TO RECALL A JUDGMENT. To reverse a judgment on a matter, of fact; the judgment is then said to be recalled or revoked, and when it is reversed for an error of law, it is said simply to be reversed, quod judicium reversetur.

RECAPTURE, war. By this term is understood the recovery from the enemy, by a friendly force, of a prize by him captured. It differs from rescue. (q. v.)

2. It seems incumbent on follow citizens, and it is of course equally the duty of allies, to rescue each other from the enemy when there is a reasonable prospect of success. 3 Rob. Rep. 224.

3. The recaptors are not entitled to the property captured, as if it were a new prize; the owner is entitled to it by the right of postliminium. (q. v.) Dall. Dict. mots Prises maritmies, art. 2, _4.

RECAPTION, remedies. The act of a person who has been deprived of the cus−tody of another to which he is legally entitled, by which he regains the peaceable custody of such person; or of the owner of personal or real property who has been deprived of his possession, by which he retakes possession, peaceably. In each of these cases the law allows the recaption of the person or of the property, provided he can do so without occasioning a breach of the peace, or an injury to a third person who has not been a party to the wrong. 3 Inst. 134; 2 Rolle, Rep. 55, 6; Id. 208; 2 Rolle, Abr. 565; 3 Bl. Comm. 5; 3 Bouv. Inst. n. 2440, et seq.

2. Recaption may be made of a person, of personal property, of real property; each of these will be separately examined.

3. − 1. The right of recaption of a person is confined to a hushand in re−taking his wife; a parent, his child, of whom he has the custody; a master, his apprentice and, according to Blackstone, a master, his servant; but this must be limited to a servant who assents to the recaption; in these cases, the party injured may peaceably enter the house of the wrongdoer, without a demand being first made, the outer door being open, and take and carry away the person wrongfully detained. He may also enter peaceably into the house of a person harboring, who was not concerned in the original abduction. 8 Bing. R. 186; S. C. 21 Engl. C. L. Rep. 265.

4. − 2. The same principles extend to the right of recaption of personal property. In this sort of recaption, too much care cannot be observed to avoid any personal injury or breach of the peace.

5. − 3. In the recaption of real estate the owner may, in the absence of the occupier, break open the outer door of a house and take possession; but if, in regaining his possession, the party be guilty of a forcible entry and breach of the peace, he may be indicted; but the wrongdoer or person who had no right to the possession, cannot sustain any action for such forcible regaining possession merely. 1 Chit. Pr. 646.

RECEIPT, contracts. A receipt is an acknowledgment in writing that the party giving the same has received from the person therein named, the money or other thing therein specified.

2. Although expressed to be in full of all demands, it is only prima facie evidence of what it purports to be and upon satisfactory proof being made that it was obtained by fraud, or given either under a mistake of facts or an ignorance of law, it may be inquired into and corrected in a court of law as well as in equity. 1 Pet. C. C. R. 182; 3 Serg. & Rawle, 355; S. P. 7 Serg. & Rawle, 309; 3 Serg. & Rawle, 564, 589; 12 Serg. & Rawle, 131; 1 Sid. 44; 1 Lev. 43; 1 Saund. 285; 2 Lutw. 1173; Co. Lit. 373; 2 Stark. C. 382; 1 W., C. C. R. 328; 2 Mason's R. 541; 11

Mass. 27; 1 Johns. Cas. 145; 9 John. R. 310; 8 Johns. R. 389; 5 Johns. R. 68; 4 Har. & McH. 219; 3 Har. & McH. 433; 2 Johns. R. 378; 2 Johns. R., 319. A receipt in full, given with a full knowledge of all the circumstances and in the absence of fraud, seems to be conclusive. 1 Esp. C. 172; Benson v. Bennet, 1 Camp. 394, n.

3. A receipt sometimes contains an acknowledgment of having received a thing, and also an agreement to do another. It is only prima facie evidence as far as the receipt goes, but it cannot be contradicted by parol evidence in any part by which the party engages to perform a contract. A bill of lading, for example, partakes of both these characters; it may be contradicted or explained as to the facts stated in the recital, as that the goods were in good order and well conditioned; but, in other respects, it cannot be contradicted in any other manner than a common written contract. 7 Mass. R. 297; 1 Bailey, R. 174; 4 Ohio, R. 334; 3 Hawks, R. 580; 1 Phil. & Am. on Ev. 388; Greenl. Ev. _305. Vide, generally, 1 B . & C. 704 S. C. 8 E. C. L. R. 193; 2 Taunt. R. 141; 2 T. R. 366; 5 B. & A. 607; 7 E. C. L. R. 206; 3 B. & C. 421; 1 East, R. 460.

4. If a man by his receipt acknowledges that he has received money from an agent on account of his principal, and thereby accredits the agent with the principal to that amount, such receipt is, it seems, conclusive as to the payment by the agent. For example, the usual acknowledgment in a policy of insurance of the receipt of premium from the assured, is conclusive of the fact as between the underwriter and the assured; Dalzell v. Mair, 1 Camp. 532; although such receipt would not be so between the underwriter and the broker. And if an agent empowered to contract for sale, sell and convey land, enter into articles of agreement by which it is stipulated that the vendee shall clear, make improvements, pay the purchase money by installments, &c., and on the completion of the covenants to be performed by him, receive from the vendor or his legal representatives, a good and sufficient warranty deed in fee for the premises, the receipt of the agent for Such parts of the purchase−money as may be paid before the execution of the deed, is binding on the principal. 6 Serg. & Rawle, 146. See 11 Johns. R. 70.

5. A receipt on the back of a bill of exchange is prima facie evidence of payment by the acceptor. Peake's C. 25. The giving of a receipt does not exclude parol evidence of payment. 4 Esp. N. P. C. 214.

6. In Pennsylvania it has been holden that a receipt, not under seal, to one of several joint debtors, for his proportion of the debt, discharges the rest. 1 Rawle, 391. But in New York a contrary rule has been adopted. 7 John. 207. See Coxe, 81; 1 Root, 72. See Evidence.

RECEIPTOR. In Massachusetts this name is given to the person who, on a trustee process being issued and goods attached, becomes surety to the sheriff to have them forthcoming on demand, or in time to respond the judgment, when the execution shall be issued. Upon which the goods are bailed to him. Story, Bailm. _124, and see Attachment; Remedies.

RECEPTUS, civil law. The name sometimes given to an arbitrator, because he had been received or chosen to settle the differences between the parties. Dig. 4, 8 Code, 2, 56.

TO RECEIVE. Voluntarily to take from another what is offered.

2. A landlord, for example, could not be said to receive the key from his tenant, when the latter left it at his house without his knowledge, unless by his acts afterwards, he should be presumed to have given his consent.

RECEIVER, chancery practice. A person appointed by a court possessing chan− cery jurisdiction to receive the rents and profits of land, or the profits or produce of other property in dispute.

2. The power of appointing a receiver is a discretionary power exercised by the court. the appointment is provisional, for the more speedy getting in of the estate in dispute, and scouring it for the benefit of such person as may be entitled to it, and does not affect the right. 3 Atk. 564.

3. It is not within the compass of this work to state in what cases a receiver will be appointed; on this subject, see 2 Madd. Ch. 233.

4. The receiver is an officer of the court, and as such, responsible for good faith and reasonable diligence. When the property is lost or injured by any negligence or dishonest execution of the trust, he is liable in damages; but he is not, as of course, responsible because there has been an embezzlement or theft. He is bound to such ordinary diligence, as belongs to a prudent and honest discharge of his duties, and such as is required of all persons who receive compensation for their services. Story, Bailm. _620, 621; and the cases there cited. Vide, generally, 2 Mudd. Ch. 232; Newl. Ch. Pr. 88; 8 Com. Dig. 890; 18 Vin. Ab. 160; 1 Supp. to Ves. jr. 455; 2 Id. 57, 58, 74, 75, 442, 455; Bouv. Inst. Index, h. t.

RECEIVER OF STOLEN GOODS, crim. law. By statutory provision the receiver of stolen goods knowing them to have been stolen may be punished as the principal in perhaps all the United States.

2. To make this offence complete, the goods received must have been stolen, and the receiver must know that

fact.

3. It is almost always difficult to prove guilty knowledge; and that must in general be collected from circumstances. If such circumstances are proved which to a person of common understanding and prudence and situated as the prisoner was, must have satisfied him that they were stolen, this is sufficient. For example, the receipt of watches, jewelry, large quantities of money, bundles of clothes of various kinds, or personal property of any sort, to a considerable value, from boys or persons destitute of property, and with−out any lawful means of acquiring them and specially if bought at untimely hours, the mind can arrive at no other conclusion than that they were stolen. This is further confirmed if they have been bought at an undervalue, concealed, the marks defaced, and falsehood resorted to in accounting for the possession of them. Alison's Cr. Law, 330; 2 Russ. Cr. 253; 2 Chit. Cr. Law , 951; Roscoe, Cr. Ev. h. t.; 1 Wheel. C. C. 202.

4. At common law receiving, stolen goods, knowing them to have been stolen, is a misdemeanor. 2 Russ. Cr. 253.

RECESSION. A re−grant: the act of returning the title of a country to a go− vernment which formerly held it, by one which has it at the time; as the recession of Louisiana, which took place by the treaty between France and Spain, of October 1, 1800. See 2 White's Coll. 516.

RECIDIVE, French law. The state of an individual who commits a crime or misdemeanor, after having once been condemned for a crime or misdemeanor; a relapse.

2. Many states provide, that for a second offence, the punishment shall be increased in those cases the indictment should set forth the crime or mis−dmeanor as a second offence.

3. The second offence must have been committed after tho conviction for the first; a defendant could not be convicted of a second offence, as such, until after he had suffered a punishment for the first. Dall. Diet. h. t.

RECIPROCAL CONTRACT, civil law. One in which the parties enter into mutual engagements.

2. They are divided into perfect and imperfect. When they are perfectly reciprocal, the obligation of each of the parties is equally a principal part of the contract, such as sale, partnership, &c. Contracts imperfectly reciprocal are those in which the obligation of one of the parties only is a principal obligation of the contract; as, mandate, deposit, loan for use, and the like. In all reciprocal contracts the consent of the parties must be ex− pressed. Poth. Obl. n. 9; Civil Code of Louis. art. 1758, 1759.

RECIPROCITY. Mutuality; state, quality or character of that which is reci− procal.

2. The states of the Union are bound to many acts of reciprocity. The constitution requires that they shall deliver to each other fugitives from justice; that the records of one state, properly authenticated, shall have full credit in the other states; that the citizens of one state shall be citizens of any state into which they may remove. In some of the states, as in Pennsylvania, the rule with regard to the effect of a discharge under the insolvent laws of another state, are reciprocated; the discharges of those courts which respect the discharges of the courts of Pennsylvania, are respected in that state.

RECITAL, contracts, pleading. The repetition of some former writing, or the statement of something which has been done. Touchst. 76.

2. Recitals are used to explain those matters of fact which are necessary to make the transaction intelligible. 2 Bl. Com. 298. It is said that when a deed of defeasance recites the deed which it is meant to defeat, it must recite it truly. Cruise, Dig. tit. 32, c 7, s. 28. In other cases it need not be so particular. 3 Penna. Rep. 324; 3 Chan. Cas. 101; Co. Litt. 352 b; Com. Dig. Fait, E 1.

3. A party who executes a deed reciting a particular fact is estopped from denying such fact; as, when it was recited in the condition of a bond that the obligor had received divers sums of money for the obligee which he had not brought to account, and acknowledged that a balance was due to the obligee, it was holden that the obligor was estopped to say that he had not received any money for the use of the obligee. Willes, 9, 25; Rolle's Ab. 872, 3.

4. In pleading, when public statutes are recited, a small variance will not be fatal, where by the recital the party is not "tied up to the statute;" that is, if the conclusion be contra formam statuti praediti. Sav. 42; 1 Chit. Crim. Law, 276 Esp. on Penal Stat. 106. Private statutes must be recited in pleading, and proved by an exemplified copy, unless the opposite party, by his pleading admit them.

5. By the plea of nul tiel record, the party relying on a private statute is put to prove it as recited, and a variance will be fatal. See 4 Co. 76; March, Rep. 117, pl. 193; 3 Harr. & McHen. 388. Vide. generally, 12 Vin. Ab. 129; 13 Vin. Ab. 417; 18 Vin. Ab. 162; 8 Com. Dig. 584; Com. Dig. Testemoigne−Evid. B 5; 4 Binn. R. 231; 1 Dall. R.

67; 3 Binn. R. 175; 3 Yeates, R. 287; 4 Yeates, R. 362, 577; 9 Cowen, R. 86; 4 Mason, R. 268; Yelv. R. 127 a, note 1; Cruise, Dig. tit. 32, c. 20, s. 23; 5 Johns. Ch. Rep. 23; 7 Halst. R. 22; 2 Bailey's R. 101; 6 Harr. & Johns. 336; 9 Cowen's R. 271; 1 Dana's R. 327; 15 Pick. R. 68; 5 N. H. Rep. 467; 12 Pick. R, 157; Toullier in his Droit Civil Francais, liv. 3, t. 3, c. 6, n. 157 et seq. has examined this subject with his usual ability. 2 Hill. Ab. c. 29, s. 30; 2 Bail. R. 430; 2 B. & A. 625; 2 Y. & J. 407; 5 Harr. & John. 164; Cov. on Conv. Ev. 298, 315; Hurl. on Bonds, 33; 6 Watts & Serg. 469.

6. Formerly, in equity, the decree contained recitals of the pleadings in the cause, which became a great grievance. Some of the English chancellors endeavored to restrain this prolixity. By the rules of practice for the courts in equity of the United States it is provided, that in drawing up decrees and orders, neither the bill, nor the answer, nor other pleading nor any part thereof, nor the report of any master, nor any other prior proceedings, shall be stated or recited in the decree or order. Rule 86; 4 Bouv. Inst. n. 4443.

RECLAIM. To demand again, to insist upon a right; as, when a defendant for a consideration received from the plaintiff, has covenanted to do an act, and fails to do it, the plaintiff may bring covenant for the breach, or assumpsit to reclaim the consideration. 1 Caines, 47.

RECOGNITION, contracts. An acknowledgment that something which has been done by one man in the name of another, was done by authority of the latter.

2. A recognition by the principal of the agency of another in the particular instance, or in similar instances, is evidence of the authority of the agent, so that the recognition may be either express or implied. As an instance of an implied recognition may be mentioned the case of one who subscribes policies in the name of another and, upon a loss happening, the latter pays the amount. 1 Camp. R. 43, n. a; 1 Esp. Cas. 61; 4 Camp. R. 88.

RECOGNITORS, Eng. law. The name by which the jurors impanneled on an assize are known. Barnet v. Ihrie, 17 S. & R. 174.

RECOGNIZANCE, contracts. An obligation of record entered into before a court or officer duly authorized for that purpose, with a condition to do some act required by law, which is therein specified. 2 Bl. Com. 341; Bro. Ab. h. t.; Dick. Just. h. t.; 1 Chit. Cr. Law, 90.

2. Recognizances relate either to criminal or civil matters. 1. Recognizances in criminal cases, are either that the party shall appear before the proper court to answer to such charges as are or shall be made against him, that he shall keep the peace or be of good behaviour. Witnesses are also required to be bound in a recognizance to testify.

3. − 2. In civil cases, recognizances are entered into by bail, conditioned that they will pay the debt, interest and costs recovered by the plaintiff under certain contingencies. There are also cases where recognizances are entered into under the authority and requirements of statutes.

4. As to the form. The party need not sign it; the court, judge or magis−trate having authority to take the same, makes a short memorandum on the record, which is sufficient. 2 Binn. R. 481; 1 Chit. Cr. Law, 90; 2 Wash. C. C. R. 422; 9 Mass. 520; 1 Dana, 523; 1 Tyler, 291; 4 Verm. 488; 1 Stew. & Port. 465; 7 Vern. 529; 2 A. R. Marsh. 131; 5 S. & R. 147; Vide generally, Com. Dig. Forcible Entry, D 27; Id. Obligation, K; Whart. Dig. h. t. Vin. Ab. h. t.; Rolle's Ab. h. t.; 2 Wash. C. C. Rep. 422; Id. 29; 2 Yeates, R. 437; 1 Binn. R. 98 , note 1 Serg. & Rawle, 328 3 Yeates, R. 93; Burn. Just. h. t. Vin. Ab. h. t.; 2 Sell. Pract. 45.

RECOGNIZEE. He for whose use a recognizance has been taken.

RECOGNISOR, contracts. He who enters into a recognizance.

RECOLEMENT, French law. The reading and reexamination by a witness of a de−position, and his persistance in the saine, or his making such alteration, as his better recollection may enable him to do, after having read his deposition. Without such reexamination the deposition is void. Poth. Proced. Cr. s. 4, art. 4.

RECOMMENDATION. The giving to a person a favorable character of another.

2. When the party giving the character has acted in good faith, he is not responsible for the injury which a third person, to whom such recommendation was given, may have, sustained in consequence of it, although he was mistaken.

3. But when the recommendation is knowingly untrue, and an injury is sus−tained, the party recommending is civilly responsible for damages; 3 T. R. 51; 7 Cranch, 69; 14 Wend. 126; 7 Wend. 1; 6 Penn. St. R. 310 whether it was done merely for the purpose of benefitting the party recommended, or the party who gives the recommendation.

4. And in case the party recomended was a debtor to the one recommending, and it was agreed prior to the transaction, that the former should, out of the property to be obtained by the recommendation, be paid; or in case

of any other species of collusion, to cheat the person to whom the credit is given, they may both be criminally prosecuted for the conspiracy. Vide Character, and Fell on Guar. ch. 8; 6 Johns. R. 181; 1 Davis Ca. Er. 22; 13 Johns. R. 224; 5 N. S. 443.

RECOMPENSATION, Scolch law. When a party sues for a debt, and the defendant pleads compensation, or set−off, the plaintiff may allege a compensation on his part, and this is called a recompensation. Bell's Dict. h. t.

RECOMPENSE. A reward for services; remuneration for goods or other property.

2. In maritime law there is a distinction between recompense and restitution. (q. v.) When goods have been lost by jettison, if at any subsequent period of the voyage the remainder of the cargo be lost, the owner of the goods lost by jettison cannot claim restitution from the owners of the other goods; but in the case of expenses incurred with a view to the general benefit, it is clear that they ought to be made good to the party, whether he be an agent employed by the master in a foreign port or the ship owner himself.

RECOMPENSE OP RECOVERY IN VALUE. This phrase, is applied to the matter reco− vered in a common recovery, after the vouchee has disappeared, and judgment is given for the demandant. 2 Bouv. Inst. n. 2093.

RECONCILIATION, contracts. The act of bringing persons to agree together, who before, had had some difference.

2. A renewal of cohabitation between hushand and wife is proof of reconcil−iation, and such reconciliation destroys the effect of a deed of separation. 4 Eccl. R. 238.

RECONDUCTION, civ. law. A renewing of a former lease; relocation. (q. v.) Dig. 19, 2, 13, 11; Code Nap. art. 1737−1740.

RECONVENTION, civ. law. An action brought by a party who is defendant against the plaintiff before the same judge. Reconventio est petitio qua reus vicissim, quid ab actore petit, ex eadem, vel diversa causa. Voet, in tit. de Judiciis, n. 78; 4 N. S. 439. To entitle the defendant to institute a demand in reconvention, it is requisite that such demand, though different from the main action, be nevertheless necessarily connected with it and incidental to the same. Code of Pr. Lo. art. 375; 11 Lo. R. 309; 7 N. S. 282; 8 N. S. 516.

2. The reconvention of the civil law was a species of cross−bill. Story, Eq. Pl. _402. See Conventio; Bill in chancery. Vide Demand in reconvention.

RECORD, evidence. A written memorial made by a public officer authorized by law to perform that function, and intended to serve as evidence of something written, said, or done. 6 Call, 78; 1 Dana, 595.

2. Records may be divided into those which relate to the proceedings of congress and the state legislatures − the courts of common law − the courts of chancery − and those which are made so by statutory provisions.

3. − 1. Legislative acts. The acts of congress and of the several legislatures are the highest kind of records. The printed journals of congress have been so considered. 1 Whart. Dig. tit. Evidence, pl. 112 and see Dougl. 593; Cowp. 17.

4. − 2. The proceedings of the courts of common law are records. But every minute made by a clerk of a court for his own future guidance in making up his record, is not a record. 4 Wash. C. C. Rep. 698.

5. − 3. Proceedings in courts of chancery are said not to be, strictly speaking, records; but they are so considered. Gresley on Ev. 101.

6. − 4. The legislatures of the several states have made the enrollment of certain deeds and other documents necessary in order to perpetuate the memory of the facts they contain, and declared that the copies thus made should have the effect of records.

7. By the constitution of the United States, art. 4. s. 1, it is declared that "full faith and credit shll be given, in each state, to the public acts, records and judicial proceedings of every other state; and the congress may, by general laws, prescribe the manner in which such acts, records and proceedings shall be proved, and the effect thereof." In pursuance of this power, congress have passed several acts directing the manner of authenticating public records, which will be found under the article Authentication.

8. Numerous decisions have been made under these acts, some of which are here referred to. 7 Cranch, 471; 3 Wheat. 234; 4 Cowen, 292; 1 N. H. Rep. 242; 1 Ohio Reports, 264; 2 Verm. R. 263; 5 John. R. 37; 4 Conn. R. 380; 9 Mass 462; 10 Serg. & Rawle, 240; 1 Hall's N. York Rep. 155; 4 Dall. 412; 5 Serg. & Rawle, 523; 1 Pet. S. C. Rep. 352. Vide, generally, 18 Vin. Ab. 17; 1 Phil. Ev. 288; Bac. Ab. Amendment, &c., H; 1 Kent, Com. 260; Archb. Civ. Pl. 395; Gresley on Ev. 99; Stark. Ev. Index, h. t.; Dane's Ab. Index, h. t.; Co. Litt. 260; 10 Pick. R. 72; Bouv. Inst. Index, h. t.

TO RECORD, the act of making a record. 2. Sometimes questions arise as to when the act of recording is

complete, as in the following case. A deed of real estate was acknowledged before the register of deeds and handed to him to be recorded, and at the same instant a creditor of the grantor attached the real estate; in this case it was held the act of recording was incomplete without a certificate of the acknowledgment, and wanting that, the attaching creditor had the preference. 10 Pick. Rep. 72.

3. The fact of an instrument being recorded is held to operate as a constructive notice upon all subsequent purchasers of any estate, legal or equitable, in the same property. 1 John. Ch. R. 394.

4. But all conveyances and deeds which may be de facto recorded, are not to be considered as giving notice; in order to have this effect the instruments must be such as are authorized to be recorded, and the registry must have been made in compliance with the law, otherwise the registry is to be treated as a mere nullity, and it will not affect a subsequent purchaser or encumbrancer unless he has such actual notice as would amount to a fraud. 2 Sell. & Lef. 68; 1 Sch. & Lef. 157; 4 Wheat. R. 466; 1 Binn. R. 40; 1 John. Ch. R. 300; 1 Story, Eq. Jur. _403, 404; 5 Greenl. 272.

RECORD OF NISI PRIUS, Eng. law. A transcript from the issue roll; it contains a copy of the pleadings and issue. Steph. Pl. 105.

RECORDARI FACIAS LOQUELAM, English practice. A writ commanding the sheriff, that he cause the plaint to be recorded which is in his county, without writ, between the parties there named, of the cattle, goods, and chattels of the complainant taken and unjustly distrained as it is said, and that he have the said record before the court on a day therein named, and that he prefix the same day to the parties, that then they may be there ready to proceed in the same plaint, 2 Sell. Pr. 166. See Refalo.

RECORDATUR. An order or allowance that the verdict returned on the nisi prius roll, be recorded. Bac. Ab. Arbitr. &c., D.

RECORDER. 1. A judicial officer of some cities, possessing generally the powers and authority of a judge. 3 Yeates' R. 300; 4 Dall. Rep. 299; but see 1 Rep. Const. Ct. 45. Anciently, recorder signified to recite or testify on re−collection as occasion might require what had previously passed in court, and this was the duty of the judges, thence called recordeurs. Steph. Plead. note 11. 2. An officer appointed to make record or onrolment of deeds and other legal instruments, authorized by law to be recorded.

TO RECOUPE. This word is derived from the French recouper, to cut again. In law it signifies the right and the act of making a set−off, defalcation, or discount, by the defendant, to the claim of the plaintiff. 21 Wend. It. 342. In another sense it signifies to recompense. 19 Ves. 123.

RECOVERER. The demandant in a common recovery, after judgment has been given in his favor, assumes the name of recoverer.

RECOVERY. A recovery, in its most extensive sense, is the restoration of a former right, by the solemn judgment of a Court of justice. 3 Murph. 169.

2. A recovery is either true or actual, or it is feigned or common. A true recovery, usually known by the name of recovery simply, is the procuring a former right by the judgment of a court of competent jurisdiction; as, for example, when judgment is given in favor of the plaintiff when he seeks to recover a thing or a right.

3. A common recovery is a judgment obtained in a fictitious suit, brought against the tenant of the freehold, in consequence of a default made by the person who is last vouched to warranty in such suit. Bac. Tracts, 148.

4. Common recoveries are considered as mere forms of conveyance or common assurances; although a common recovery is a fictitious suit, yet the same mode of proceeding must be pursued, and all the forms strictly adhered to, which are necessary to be observed in an adversary suit. The first thing therefore necessary to be done in suffering a common recovery is, that the person who is to be the demandant, and to whom the lands are to be adjudged, would sue out a writ or praecipe against the tenant of the freehold; whence such tenant is usually called the tenant to the praecipe. In obedience to this writ the tenant appears in court either in person or by his attorney; but, instead of defending the title to the land himself, he calls on some other person, who upon the original purchase is supposed to have warranted the title, and prays that the person may be called in to defend the title which he warranted, or otherwise to give the tenant lands of equal value to those he shall lose by the defect of his warranty. This is called the voucher vocatia, or calling to warranty. The person thus called to warrant, who is usually called the vouchee, appears in court, is impleaded, and enters into the warranty by which means he takes upon himself the defence of the land. The defendant desires leave of the court to imparl, or confer with the vouchee in private, which is granted of course. Soon after the demand and returns into court, but the vouchee disappears or makes default, in consequence of which it is presumed by the court, that he has no title to the lands

demanded in the writ, and therefore cannot defend them; whereupon judgment is given for the demandant, now called the recoverer, to recover the lands in question against the tenant, and for the tenant to recover against the vouchee, lands of equal value in recom−pense for those so warranted by him, and now lost by his default. This is called the recompense of recovery in value; but as it is, customary for the crier of the court to act, who is hence called the common vouchee, the tenant can only have a nominal, and not a real recompense, for the land thus recovered against him by the demandant. A writ of habere facias is then sued out, directed to the sheriff of the county in which the lands thus recovered are situated; and, on the execution and return of the writ, the recovery is completed. The recovery here described is with single voucher; but a recovery may, and is frequently suffered with double, treble, or further voucher, as the exigency of the case may require, in which case there are several judgments against the several vouchees.

5. Common recoveries were invented by the ecclesiastics in order to evade the statute of mortmain by which they were prohibited from purchasing or re−ceiving under the pretence of a free gift, any land or tenements whatever. They have been used in some states for the purpose of breaking the entail of estates. Vide, generally, Cruise, Digest, tit. 36; 2 Saund. 42, n. 7; 4 Kent, Com. 487; Pigot on Common Recoveries, passim.

6. All the learning in relation to common recoveries is nearly obsolete, as they are out of use. Rey, a French writer, in his work, Des Institutions Judicaire del'Angleterre, tom. ii. p. 221, points out what appears to him the absurdity of a common recovery. As to common recoveries, see 9 S. & R . 330; 3 S. & R. 435; 1 Yeates, 244; 4 Yeates, 413; 1 Whart. 139, 151; 2 Rawle, 168; 2 Halst. 47; 5 Mass. 438; 6 Mass. 328; 8 Mass. 34; 3 Harr. & John. 292; 6 P. S. R. 45,

RECREANT. A Coward; a poltroon. 3 Bl. Com. 340.

RECRIMINATION, crim. law. An accusation made by a person accused against his accuser, either of having committed the same offence, or another.

2. In general recrimination does not excuse the person accused, nor diminish his punishment, because the guilt of another can never excuse him. But in applications for divorce on the ground of adultery, if the party defendant, can prove that the plaintiff or complainant has been guilty of the same offence, the divorce will not be granted. 1 Hagg. C. Rep. 144; S. C. 4 Eccl. Rep. 360. The laws of Pennsylvania contain a provision to the same effect. Vide 1 Hagg. Eccl. R. 790; 3 Hagg. Eccl. R. 77; 1 Hagg. Cons. R . 147; 2 Hagg. Cons. R. 297; Shelf. on Mar. and Div. 440; Dig. 24, 3, 39; Dig. 48, 5, 13, 5; 1 Addams, R. 411; Compensation; Condonation; Divorce,

RECRUIT. A newly made soldier.

RECTO. Right. (q.v.) Brevederecto, writ of right. (q. v.)

RECTOR, Eccl. law. One who rules or governs a name given to certain officers of the Roman church. Dict. Canonique, h. v.

RECTORY, Engl. law. Corporeal real property, consisting of a church, glebe lands and tithes. 1 Chit. Pr. 163.

RECTUS IN CURIA. Right in court. One who stands at the bar, and no one objects any offence, or prefers any charge against him.

2. When a person outlawed has reversed his outlawry, so that he can have the benefit of the law, he is said to be rectus in curia. Jacob, L. D. h. t.

RECUPERATORES, Roman civil law. A species of judges originally established, it is supposed, to decide controversies between Roman citizens and strangers, concerning the right to the possession of property requiring speedy remedy; but gradually extended to questions which might be brought before ordinary judges. After this enlargement of their powers, the difference between them and judges, it is supposed, was simply this: If the praetor named three judges he called them recuperatores; if one, he called him judex. But opinions on this subject are very various. (Colman De Romano judicio recuperatorio,) Cicero's oration pro Coecin, 1, 3, was addressed to Recuperators.

RECUSANTS, or POPISH RECUSANTS, Engl. law. Persons who refuse to make the declarations against popery, and such as promote, encourage, or profess the popish religion.

2. These are by law liable to restraints, forfeitures and inconveniences, which are imposed upon them by various acts of parliament. Happily in this country no religious sect has the ascendency, and all persons are free to profess what religion they conscientiously believe to be the right one.

RECUSATION, civ. law. A plea or exception by which the defendant requires that the judge having jurisdiction of the cause, should abstain from deciding upon the ground of interest, or for a legal objection to his prejudice.

2. A recusation is not a plea to the jurisdiction of the court, but simply to the person of the judge. It may,

however, extend to all the judges, as when the party has a suit against the whole court. Poth. Proced. Civ. 1ere part., ch. 2, s. 5. It is a personal challenge of the judge for cause.

3. It is a maxim of every good system of law, that a man shall not be judge in his own cause. 2 L. R. 390; 6 L. R. 134 Ayl. Parerg. 451; Dict. de Jur. h. t.; Merl. Repert. h. t.; vide Jacob's Intr. to the Com. Civ. and Can. L. 11; 8 Co. 118 Dyer, 65. Dall. Diet. h. t.

4. By recusation is also understood the challenge of jurors. Code of Practice of Louis. art. 499, 500. Recusation is also an act, of what nature soever it may be, by which a strange heir, by deeds or words, declares he will not be heir. Dig. 29, 2, 95. See, generally, 1 Hopk. Ch. R. 1; 5 Mart. Lo. R. 292; and Challenge.

REDDENDO SINGULA SINGULIS, construction. By rendering each his own; for example, when two descriptions of property are given together in one mass, both the next of kin and the heir cannot take, unless in cases where a construction can be made reddendo singula singulis, that the next of kin shall take the personal estate aud the heir at law the real estate. 14 Ves. 490. Vide 11 East,, 513, n.; Bac. Ab. Conditions, L.

REDDENDUM, contracts. A word used substantively, and is that clause in a deed by which the grantor reserves something new to himself out of that which he granted before, and thus usually follows the tenendum, and is generally in these words "yielding and paying."

2. In every good reddendum or reservation, these things must concur; namely, 1. It must be apt words. 2, It must be of some other thing issuing or coming out of the thing granted, and not a part of the thing itself, nor of something issuing out of another thing. 3. It must be of such thing on which the grantor may resort to distrain 4. It must be made to one of the grantors and not to a stranger to the deed. Vid 2 Bl. Com. 299; Co. Litt. 47; Touchs 80; Cruise, Dig. tit. 32, c. 24, s. 1; Dane' Ab. Index, h. t.

REDEMPTION, contracts. The act of taking back by the seller from the buyer a thing which had been sold subject to th right of repurchase.

2. The right of redemption then is an agreement by which the seller reserves to himself the power of taking back the thing sold by returning the price paid for it. As to the fund out of which a mortgaged estate is to be redeemed, see Payment. Vide Equity of redemption.

REDEMPTIONES. Heavy fines, contradistinguished from misericordia. (q. v.)

REDHIBITION, civil law, and in Louisiana. The avoidance of a sale on account of some vice or defect in the thing sold, which renders it absolutely useless, or its use so inconvenient and imperfect, that it must be supposed that the buyer would not have purchased it, had he known of the vice. Civ. Code of Lo. 2496. Redhibition is also the name of an action which the purchaser of a defective movable thing may bring to cause the sale to be annulled, and to recover the price he has paid for it. Vide Dig. 21, 1.

2. The rule of caveat emptor, (q. v.) in the common law, places a purchaser in a different position from his situation under the like circumstances under the civil law; unless there is an express warranty, he can seldom annul a sale or recover damages on account of a defect in the thing sold. Chitty, Contr. 133, et seq.; Sugd. Vend. 222 2 Kent, Com. 374; Co. Litt. 102, a; 2 B1. Com. 452; Bac. Ab. Action on the case, E; 2 Com. Cont. 263.

REDIDIT SE, Eng. practice. He surrendered himself. This is endorsed on the bail piece when a certificate has been made by the proper officer that the defendant is in custody. Pr. Reg. 64; Com. Dig. Bail Q 4.

REDITUS ALBI. A rent payable in money; sometimes called white rent or, blanche farm. Vide Alba firma.

REDITUS NIGRI. A rent payable in grain, work, and the like; It was also called black mail. This name was given to it to distinguish it from reditus albi, which was payable in money. Vide Alba firma.

RE−DRAFT, comm. law. A bill of exchange drawn at the place where another bill was made payable, and where it was protested, upon the place where the first bill was drawn, or when there is no regular commercial intercourse rendering that practicable, then in the next best or most direct practicable course. 1 Bell's Com. 406, 5th ed. Vide Reexchange.

REDRESS. The act of receiving satisfaction for an injury sustained. For the mode of obtaining redress, vide Remedies 1 Chit. Pr. Annal. Table.

REDUBBERS, crim law. Those who bought stolen cloth, and dyed it of another color to prevent its being identified, were anciently so called. 3 Inst. 134.

REDUNDANCY. Matter introduced in an answer, or pleading, which is foreign to the bill or articles.

2. In the case of Dysart v. Dysart, 3 Curt. Ecc. R. 543, in giving the judgment of the court, Dr. Lushigton says: "It may not, perhaps, be easy to define the meaning of this term [redundant] in a short sentence, but the true meaning I take to be this: the respondent is not to insert in his answer any matter foreign to the articles he is called

upon to answer, although such matter may be admissible in a plea; but he may, in his answer, plead matter by way of explanation pertinent to the articles, even if such matter shall be solely in his own knowledge and to such extent incapable of proof; or he may state matter which can be substantiated by witnesses; but in this latter instance, if such matter be introduced into the answer and not afterwards put in the plea or proved, the court will give no weight or credence to such part of the answer."

3. A material distinction is to be observed between redundancy in the alle− gation and redundancy in the proof. In the former case, a variance between the allegation and the proof will be fatal if the redundant allegations are descriptive of that which is essential. But in the latter case, redundancy cannot vitiate, because more is proved than is alleged, unless the matter superfluously proved goes to contradict some essential part of the allegation. 1 Greenl. Ev. _67; 1 Stark. Ev. 401.

RE−ENTRY, estates. The resuming or retaking possession of land which the−party lately had.

2. Ground rent deeds and leases frequently contain a clause authorizing the landlord to reenter on the non− payment of rent, or the breach of some cove−nant, when the estate is forfeited. Story, Eq. Jur. _1315; 1 Fonb. Eq. B. 1, c. 6, _4, note h. Forfeitures for the non−payment of rent being the most common, will here alone be considered. When such a forfeiture has taken place, the lessor or his assigns have a right to repossess themselves of the demised premises.

3. Great niceties must be observed in making such reentry. Unless they have been dispensed with by the agreement of the parties, several things are required by law to be previously done by the landlord or reversioner to entitle him to reenter. 3 Call, 424; 8 Watts, 51; 9 Watts, 258; 18 John. 450; 4 N. H. Rep. 254; 13 Wend. 524; 6 Halst. 270; 2 N. H. Rep. 164; 1 Saund. 287, n. 16.

4. − 1. There must be a demand of rent. Com. Dig. Rent, D 3 a 18 Vin. Ab. 482; Bac. Ab. Rent, H.

5. − 2. The demand must be of the precise rent due, for the demand of a penny more or less will avoid the entry. Com. Dig. Rent, D 5. If a part of the rent be paid, a reentry may be made for the part unpaid. Bac. Ab. Conditions, O 4; Co. Litt. 203; Cro. Jac. 511.

6. − 3. It must be made precisely on the day when the rent is due and payable by the lease, to save the forfeiture. 7 T. R. 117. As where the lease contains a proviso that if the rent shall be behind and unpaid, for the space of thirty, or any other number of days, it must be made on the thirtieth or last day. Com. Dig. Rent, D 7; Bac. Abr. Rent, I.

7. − 4. It must be made a convenient time before sunset, that the money may be counted and a receipt given, while there is light enough reasonably to do so therefore proof of a demand in the afternoon of the last day, without showing in what part of the afternoon it was made, and that it was towards sunset or late in the afternoon, is not sufficient. Jackson v. Harrison, 17 Johns. 66; Com. Dig. Rent, D 7; Bac. Abr. Rent, I.

8. − 5. It must be made upon the land, and at the most notorious place of it. 6 Bac. Abr. 31; 2 Roll. Abr. 428; see 16 Johns. 222. Therefore, if there be a dwelling−house upon the laud, the demand must be made at the front door, though it is not necessary to enter the house, notwithstanding the door be open; if woodland be the subject of the lease, a demand ought to be made at the gate, or some highway leading through the woods as the most notorious. Co. Litt. 202; Com. Dig. Rent, D. 6.

9. − 6. Unless a place is appointed where the rent is payable, in which case a demand must be made at such place; Com. Dig. Rent, D. 6; for the presumption is the tenant was there to pay it. Bac. Abr. Rent, I.

10. − 7. A demand of the rent must be made in fact, although there should be no person on the land ready to pay it. Bac. Ab. Rent, I.

11. − 8. If after these requisites have been performed by the lessor or reversioner, the tenant neglects or refuses to pay the rent, and no sufficient distress can be found on the premises, then the lessor or reversioner is to reenter. 6 Serg. & Rawle, 151; 8 Watts, R. 51; 1 Saund. 287, n. 16. He should then openly declare before the witnesses he may have provided for the purpose, that for the want of a sufficient distress, and because of the non−payment of the rent demanded, mentioning the amount, he reenters and re−possesses himself of the premises.

12. A tender of the rent by the tenant to the lessor, made on the last day, either on or off the premises, will save the forfeiture.

13. It follows as a necessary inference from what has been premised, that a demand made before or after the last day which the lessee has to pay the rent, in order to prevent the forfeiture, or off the land, will not be sufficient to defeat the estate. 7 T. R. 11 7.

14. The forfeiture may be waived by the lessor, in the case of a lease for years, by his acceptance of rent,

accruing since the forfeiture, provided he knew of the cause. 3 Rep. 64.

15. A reentry cannot be made for nonpayment of rent if there is any distrainable property on the premises, which may be taken in satisfaction of the rent, and every part of the premises must be searched. 2 Phil. Ev. 180.

16. The entry may be made by the lessor or reversioner himself, or by attorney; Cro. Eliz. 601; 7 T. R. 117; the entry of one joint tenant or tenant in common, enures to the benefit of the whole. Hob 120.

17. After the entry has been made, evidence of it ought to be perpetuated.

18. Courts of chancery will generally make the lessor account to the lessee for the profits of the estate, during the time of his being in possession; and will compel him, after he has satisfied the rent in arrear, and the costs attending his entry, and detention of the lands, to give up the possession to the lessee, and to pay him the surplus profits of the estate. 1 Co. Litt. 203 a, n. 3; 1 Lev. 170; T.. Raym. 135, 158; 3 Cruise, 299, 300. See also 6 Binn. 420; 18 Ves. 60; Bac. Ab. Rent, K; 3 Call, 491; 18 Ves. 58 2 Story, Eq. Jur. _1315; 4 Bing. R. 178; 33 En . C. L. It. 312 , 1 How. S. C. R. 211

REEVE. The name of an ancient English officer of justice, inferior in rank to an alderman.

2. He was a ministerial officer, appointed to execute process, keep the king's peace, and put the laws in execution. He witnessed all contracts and bargains; brought offenders to justice, and delivered them to punishment; took bail for such as were to appear at the county court, and presided at the court or folcmote. He was also called gerefa.

3. There were several kinds of reeves as the shire−gerefa, shire−reeve or sheriff; the heh−gerefa, or high−sheriff, tithing−reeve, burgh or borough−reeve.

RE−EXAMINATION. A second examination of a thing. A witness maybe reexamined, in a trial at law, in the discretion of the court, and this is seldom refused. In equity, it is a general rule that there can be no reexamination of a witness, after he has once signed his name to the deposition, and turned his back upon the commissioner or examiner; the reason of this is that he may be tam−pered with or induced to retract or qualify what he has sworn to. 1 Meriv. 130.

RE−EXCHANGE, contracts, commerce. The expense incurred by a bill's being dishonored in a foreign country where it is made payable, and returned to that country in which it was made or indorsed, and there taken up; the amount of this depends upon the course of exchange between the two countries, through which the bill has been negotiated. In other words, reexchange is the difference between the draft and redraft.

2. The drawer of a bill is liable for the whole amount of reexchange occasioned by the circuitous mode of returning the bill through the various countries in which it has been negotiated, as much as for that occasioned by a direct return. Maxw. L. D. ii. t.; 5 Com. Dig. 150.

3. In some states, legislative enactments have been made which regulate damages on reexchange. These damages are different in the several states, and this want of uniformity, if it does not create injustice, must be admitted to be a serious evil. 2 Amer. Jur. 79. See Chit. on Bills. (ed. of 1836,) 666. See Damages on Bills of Exchange.

REFALO. A word composed of the three initial syllables re. fa. lo., for recordari facias loquelam. (q. v.) 2 Sell. Pr 160; 8 Dowl. R. 514.

REFECTION, civil law. Reparation, reestablishment of a building. Dig. 19, 1, 6, 1.

REFEREE. A person to whom has been referred a matter in dispute, in order that he may settle it. His judgment is called an award. Vide Arbitrator; Reference.

REFERENCE, contracts. An agreement to submit to certain arbitrators, mat− ters in dispute between two or more parties, for their decision, and judgment. The persons to whom such matters are referred are sometimes called referees.

REFERENCE, mercantile law. A direction or request by a party who asks a cre−dit to the person from whom he expects it, to call on some other person named in order to ascertain the character or mercantile standing of the former.

REFERENCE, practice. The act of sending any matter by a court of chancery or one exercising equitable powers, to a master or other officer, in order that he may ascertain facts and report to the court. By reference is also understood that part of an instrument of writing where it points to another for the matters therein contained. For the effect of such reference, see 1 Pick. R. 27; 17 Mass. R. 443; 15 Pick. R. 66; 7 Halst. R. 25; 14 Wend. R. 619; 10 Conn. R. 422; 4 Greenl. R. 14, 471; 3 Greenl. R. 393; 6 Pick. R. 460; the thing referred to is also called a reference.

REFERENDUM, international law. When an amhassador receives propositions touching an object over which he

has no sufficient power and he is without instruction, he accepts it ad referendum, that is, under the condition that it shall be acted upon by his government, to which it is referred. The note addressed in that case to his government to submit the question to its consideration is called a referendum.

REFORM. To reorganize; to rearrange as, the jury "shall be reformed by putting to and taking out of the persons so impanneled." Stat. 3 H. VIII. c. 12; Bac. Ab. Juries, A.

2. To reform an instrument in equity, is to make a decree that a deed or other agreement shall be made or construed as it was originally intended by the parties, when an error or mistake as to a fact has been committed. A contract has been reformed, although the party applying to the court was in the legal profession, and he himself drew the contract, it appearing clear that it was framed so as to admit of a construction inconsistent with the true agreement of the parties. 1 Sim. & Stu. 210; 3 Russ. R. 424. But a contract will not be reformed in consequence of an error of law. 1 Russ. & M. 418; 1 Chit. Pr. 124.

REFORMATION, criminal law. The act of bringing back a criminal to such a sense of justice, so that he may live in society without any detriment to it.

2. The object of the criminal law ought to be to reform the criminal, while it protects society by his punishment. One of the best attempts at reformation is the plan of solitary confinement in a penitentiary. While the convict has time to reflect he cannot be injured by evil example or corrupt communication.

TO REFRESH. To reexamine a subject by having a reference to something connected with it.

2. A witness has a right to examine a memorandum or paper which he made in relation to certain facts, when the same occurred, in order to refresh his memory, but the paper or memorandum itself is not evidence. 5 Wend. 301; 12 S. & R. 328; 6 Pick. 222; 1 A. K. Marsh. 188; 2 Conn. 213. See 1 Rep. Const. Ct. 336, 373, 423.

TO REFUND. To pay back by the party who has received it, to the party who has paid it, money which ought not to have been paid.

2. On a deficiency of assets, executors and administrators cum testamento annexo, are entitled to have refunded to them legacies which they may have paid, or so much as may be necessary. to pay the debts of the testator; and in order to insure this, they are generally authorized to require a refunding bond. Vide 8 Vin. Ab. 418; 18 In Vin. Ab. 273; Bac. Ab. Legacies, H.

REFUSAL. The act of declining to receive or to do something.

2. A grantee may refuse a title, vide Assent; one appointed executor may refuse to act as such. la some cases, a neglect to perform a duty which the party is required by law or his agreement to do, will amount to a refusal.

REGENCY. The authority of the person in monarchical countries invested with the right of governing the state in the name of the monarch, during his minority, absence, sickness or other inability.

REGENT. 1. A ruler, a governor. The term is usually applied to one who governs a regency, or rules in the place of another.

2. In the canon law, it signifies a master or professor of a college. Dict. du Dr. Call. h. t. 3. It sometimes means simply a ruler, director, or superintendent; as, in New York, where the board who have the superintendence of all the colleges, academies and schools, are called the regents of the University of the state of New York.

REGIAM MAJESTATEM. The name of an ancient law book ascribed to David I of Scotland. It is, according to Dr. Robertson, a servile copy of Glanville. Ro− bertson’s Hist. of Charles V., vol. 1, note 25, p. 262; Ersk. Prin. B. 1, t. 1, n. 13.

REGICIDE. The killing of a king, aud, by extension, of a queen. Theorie des Lois Criminelles, vol. 1, p. 300.

REGIDOR. Laws of the Spanish empire of the Indies. One of a body, never exceeding twelve, who formed a part of the ayuntamiento or municipal council in every capital of a jurisdiction. The office of regidor was held for life, that is to say, during the pleasure of the supreme authority. In most places the office was purchased; in some cities, however, they were elected by persons of the district, called capitulares. 12 Pet. R. 442, note.

REGIMIENTO. Laws of the Spanish empire of the Indies. The body of regi− dores who never exceeded twelve, forming a part of the municipal council or ayuntamiento, in every capital of a jurisdiction. 12 Pet. Rep. 442, note.

REGISTER, evidence. A book containing a record of facts as they occur, kept by public authority; a register of births, marriages and burials.

2. Although not originally intended for the purposes of evidence, public registers are in general admissible to prove the facts to which they relate.

3. In Pennsylvania, the registry of births, &c. made by any religious society in the state, is evidence by act of assembly, but it must be proved as at common law. 6 Binn. R. 416. A copy of the register of births and deaths of

the Society of Friends in England, proved before the lord mayor of London by an ex parte affidavit, was allowed to be given in evidence to prove the death of a person; 1 Dall. 2; and a copy of a parish register in Barbadoes, certi−fied to be a true copy by the rector, proved by the oath of a witness, taken before the deputy secretary of the island and notary public, under his hand and seal was held admissible to prove pedigree; the handwriting and office of the secretary being proved. 10 Serg. & Rawle, 383.

4. In North Carolina, a parish register of births, marriages and deaths, kept pursuant to the statute of that state, is evidence of pedigree. 2 Murphey's R. 47.

5. In Connecticut, a parish register has been received in evidence. 2 Root, R. 99. See 15 John. R. 226. Vide 1 Phil. Ev. 305; 1 Curt. R. 755; 6 Eng. Eccl. R. 452; Cov. on Conv. Ev. 304.

REGISTER, common law. The certificate of registry granted to the person or persons entitled thereto, by the collector of the district, comprehending the port to which any ship or vessel shall belong; more properly, the registry itself. For the form, requisites, &c. of certificate of registry, see Act of Con. Dec. 31, 1792; Story's Laws U. S. 269 3 Kent, Com. 4th ed. 141.

REGISTER or REGISTRAR. An officer authorized by law to keep a record called a register or registry; as the register for the probate of wills.

REGISTER FOR THE PROBATE OF WILLS. An officer in Pennsylvania, who has gene− rally the same powers that judges of probates and surrogates have in other states, and the ordinary has in England, in admitting the wills of deceased persons to probate.

REGISTER OF WRITS. This is a book preserved in the English court of chancery, in which were entered, from time to time, all forms of writs once issued.

2. It was first printed and published in the reign of Henry VIII. This book is still in authority, as containing, in general, an accurate transcript of the forms of all writs as then framed, and as they ought still to be framed in modern practice.

3. It seems, however, that a variation from the register is not conclusive against the propriety of a form, if other sufficient authority can be adduced to prove its correctness. Steph. Pl. 7, 8.

REGISTRARIUS. An ancient name given to a notary. In England this name is confined to designate the officer of some court, the records or archives of which are in his custody.

REGISTRUM BREVIUM. The name of an ancient book which was a collection of writs. See Register of Writs

REGISTRY. A book authorized by law, in which writings are registered or recorded. Vide To Record; Register.

REGNANT. One having authority as a king; one in the exercise of royal authority.

REGRATING, crim. law. Every practice or device, by act, conspiracy, words, or news, to enhance the price of victuals or other merchandise, is so denomin−ated. 3 Inst. 196; 1 Russ. on Cr. 169.

2. In the Roman law, persons who monopolized grain, and other produce of the earth, were called dardanarii, and were variously punished. Dig. 47, 11, 6.

REGRESS. Returning; going back opposed to ingress. (q. v.)

REGULAR DEPOSIT. One where the thing deposited must be returned. It is distinguished from an irregular deposit.

REGULAR AND IRREGULAR PROCESS. Regular process is that which has been lawfully issued by a court or magistrate, having competent jurisdiction. Irregular process is that which has been illegally issued.

2. When the process is regular, and the defendant has been damnified, as in the case of a malicious arrest, his remedy is by an action on the case, and not trespass: when it is irregular, the remedy is by action of trespass.

3. If the process be wholly illegal or misapplied as to the person intended to be arrested, without regard to any question of fact, or whether innocent or guilty, or the existence of any debt, then the party imprisoned may legally resist the arrest and imprisonment, and may escape, be rescued, or even break prison; but if the process and imprisonment were in form legal, each of these acts would be punishable, however innocent the defendant might be, for he ought to submit to legal process, and obtain his release by due course of law. 1 Chit. Pr. 637; 5 East, R. 304, 308; S. C. 1 Smitt's Rep. 555; 6 T. R. 234; Foster, C. L. 312; 2 Wils. 47; 1 East, P. C. 310 Hawk. B. 2, c. 19, s. 1, 2.

4. When a party has been arrested on process which has afterwards been set aside for irregularity, he may bring an action of trespass and recover damages as well against the attorney who issued it, as the party, though such process will justify the officer who executed it. 8 Adolph. & Ell. 449; S. C. 35 E. C. L. R. 433; 15 East, R. 615, note c; 1 Stra. 509; 2 W. Bl. Rep., 845; 2 Conn. R. 700; 9 Conn. 141; 11 Mass. 500; 6 Greenl. 421; 3 Gill & John.

377; 1 Bailey, R. 441; 2 Litt. 234; 3 S. & R. 139 12 John. 257 3 Wils. 376; and vide Malicious Prosecution.

REHABILITATION. The act by which a man is restored to his former ability, of which he had been deprived by a conviction, sentence or judgment of a competent tribunal.

REHEARING. A second consideration which the court gives to a cause, on a second argument.

2. A rehearing takes place principally when the court has doubts on the subject to be decided; but it cannot be granted by the supreme court after the cause has been remitted to the court below to carry into effect the decree of the supreme court. 7 Wheat. 58.

REI INTERVENTUS. When a party is imperfectly bound in an obligation, he may in general, annul such imperfect obligation; but when he has permitted the opposite party to act as if his obligation or agreement were complete, such things have intervened as to deprive him of the right to rescind such obligation; these circumstances are the rei interventus. Bell's Com. 328, 329, 5th ed.; Burt. Man. P. R. 128.

RE−INSURANCE, mar. contr. An insurance made by a former insurer, his executors, administrators, or assigns, to protect himself and his estate from a risk to which they were liable by the first insurance.

2. It differs from a double insurance (q. v.) in this, that in the latter cases, the insured makes two insurances on the same risk and the same interest.

3. The insurer on a re−insurance is answerable only to the party whom he has insured, and not to the original insured, who can have no remedy against him in case of loss, even though the original insurer become insolvent, because there is no privity of contract between them and the original insured. 3 Kent, Com. 227; Park. on Ins. c. 15, p. 276; Marsh. Ins. B. 1, c. 4, s. 4

REISSUABLE NOTES. Bank notes, which after having been once paid, may again be put into circulation, are so called.

2. They cannot properly be called valuable securities, while in the hands of the maker; but in an indictment, may properly be called goods and chattels. Ry. & Mood. C. C. 218; vide 5 Mason's R. 537; 2 Russ. on Cr. 147. And such notes would fall within the description of promissory notes. 2 Leach, 1090, 1093; Russ. & Ry. 232. Vide Bank note; Note; Promissory note.

REJOINDER, pleadings. The name of the defendant's answer to the plaintiff's replication.

2. The general requisites of a rejoinder are, 1. It must be triable. 2. It must not be double, nor will several rejoinders be allowed to the same declaration. 3. It must be certain. 4. It must be direct and positive, and not merely by way of recital or argumentative. 5. it must not be repugnant or insensible. 6. It must be conformable to, and not depart from the plea. Co. Litt. 304; 6 Com. Dig. 185 Archb. Civ. Pl. 278; U. S. Dig, Pleading, XIII.

RELAPSE. The condition of one who, after having abandoned a course of vice, returns to it again. Vide Recidive.

RELATION, civil law. The report which the judges made of the proceedings in certain suits to the prince were so called.

2. These relations took place when the judge had no law to direct him, or when the laws were susceptible of difficulties; it was then referred to the prince, who was the author of the law, to give the interpretation. Those reports were made in writing and contained the pleadings of the parties, and all the proceedings, together with the judge's opinion, and prayed the emperor to order what should be done. The ordinance of the prince thus required was called a rescript. (q. v.) the use of these relations was abolished by Justinian, Nov. 125.

RELATION, contracts, construction. When an act is done at one time, and it operates upon the thing as if done at another time, it is said to do so by relation; as, if a man deliver a deed as an escrow, to be delivered by the party holding it, to the grantor, on the performance of some act, the delivery to the latter will have relation back to the first delivery. Termes de la Ley. Again, if a partner be adjudged a bankrupt, the partnership is dissolved, and such dissolution relates back to the time when the commission issued. 3 Kent, Com. 33. Vide 18 Vin. Ab. 285; 4 Com. Dig. 245; 5 Id. 339; Litt. S. C. 462−466; 2 John. 510; 4 John. 230; 15 John. 809; 2 Har. & John. 151, and the article Fiction.

RELATIONS, kindred. In its most extensive signification, this term includes all the kindred of the person spoken of. In a more limited sense, it signifies those persons who are entitled as next of kin under the statute of distribution.

2. A legacy to "relations" generally, or to "relations by blood or marriage," without enumerating any of them, will, therefore, entitle to a share, such of the testator's relatives as would be entitled under the statute of distribution's in the event of intestacy. 1 Madd. Ch. R. 45; 1 Bro. C. C. 33. See the cases referred to under the

word Relations, article Construction.

3. Relations to either of the parties, even beyond the ninth degree, have been holden incapable to serve on juries. 3 Chit. Pr. 795, note c.

4. Relationship or affinity is no objection to a witness, unless in the case of hushand and wife. See Witness.

RELATOR. A rehearser or teller; one who, by leave of court, brings an information in the nature of a quo warranto.

2. At common law, strictly speaking, no such person as a relator to an information is known; he being a creature of the statute 9 Anne, c. 20.

3. In this country, even where no statute similar to that of Anne prevails, informations are allowed to be filed by private persons desirous to try their rights, in the name of the attorney general, and these are commonly called relators; though no judgment for costs can be rendered for or against them. 2 Dall. 112; 5 Mass. 231; 15 Serg. & Rawle, 127; 3 Serg. & Rawle, 52; Ang. on Corp. 470. In chancery the relator is responsible for costs. 4 Bouv. Inst. n. 4022.

RELATIVE. One connected with another by blood or affinity; a relation, a kinsman or kinswoman. In an adjective sense, having relation or connexion with some other person or thing; as relative rights, relative powers.

RELATIVE POWERS. Those which relate to land, so called to distinguish them from those which are collateral to it.

2. These powers are appendant, as where a tenant for life has a power of making leases in possession. They are in gross when a person has an estate in the land, with a power of appointment, the execution of which falls out of the compass of his estate, but, notwithstanding, is annexed in privity to it, and takes effect in the appointee out of an interest appointed in the appointer. 2 Bouv. Inst. n. 1930.

RELATIVE RIGHTS. Those to which a person is entitled in consequence of his relation with others such as the rights of a hushand in relation to his wife; of a father, as to his children; of a master, as to his servant; of a guardian, as to his ward.

2. In general, the superior may maintain an action for an injury committed against his relative rights. See 2 Bouv. Inst. n. 2277 to 2296; 3 Bouv. Inst. n. 3491; 4 Bouv. Inst. n. 3615 to 3618.

RELEASE. Releases are of two kinds. 1. Such as give up, discharge, or abandon a right of action. 2. Such as convey a man’s interest or right to another, who has possession of it, or some estate in the same. Touch. 320; Litt. sec. 444; Nels. Ab. h. t.; Bac. Ab. h. t.; Vin. Ab. h. t.; Rolle’s Ab. h. t.; Com. Dig. h. t.

RELEASE, contracts. A release is the giving or discharging of a right of action which a man has or may claim against another, or that which is his. Touch. 320 Bac. Ab. h. t.; Co. Litt. 264 a.

2. This kind of a release is different from that which is used for the purpose of convoying real estate. Here a mere right is surrendered; in the other case not only a right is given up, but an interest in the estate is conveyed, and becomes vested in the release.

3. Releases may be considered, as to their form, their different kinds, and their effect. _1. The operative words of a release are remise, release, quitclaim, discharge and acquit; but other words will answer the purpose. Sid. 265; Cro. Jac. 696; 9 Co. 52; Show. 331.

4. − _2. Releases are either express, or releases in deed; or those arising by operation of law. An express release is one which is distinctly made in the deed; a release by operation of law, is one which, though not expressly made, the law presumes in consequence of some act of, the releasor; for instance, when, one of several joint obligors is expressly released, the others are also released by operation of law . 3 Salk. 298. Hob. 10; Id. 66; Noy, 62; 4 Mod. 380; 7 Johns. Rep. 207.

5. A release may also be implied; as, if a creditor voluntarily deliver to his debtor the bond, note, or other evidence of his claim. And when the debtor is in possession of such security, it will be presumed that it has been delivered to him. Poth. Obl. n. 608, 609.

6. − _3. As to their effect, releases 1st, acquit the releasee: and 2dly, enable him to be examined as a witness.

7. − 1st. Littleton says a release of all demands is the best and strongest release. Sect. 508. Lord Coke, on the contrary, says claims is a stronger word. Co. Litt. 291 b.

8. In general the words of a release will he restrained by the particular occasion of giving it. 3 Lev. 273; 1 Show. 151: 2 Mod. 108, n.; 2 Show. 47; T. Raym. 399 3 Mod. 277; Palm. 218; 1 Lev. 235.

9. The reader is referred to the following cases where a construction has been given to the expressions mentioned. A release of "all actions, suits and demands," 3 Mod. 277: " all actions, debts, duties, and demands,"

Ibid. 1 and 64; 3 Mod. 185; 8 Co. 150 b; 2 Saund. 6 a; all demands," 5 Co. 70, b; 2 Mod. 281; 3 Mod 278; 1 Lev. 99; Salk. 578; 2 Rolle's Rep. 12 Mod. 465; 2 Conn. Rep. 120; "all actions, quarrels, trespasses " Dy. 2171 pl. 2; Cro. Jac. 487; " all errors, and all actions, suits, and writs of error whatsoever," T. Ray. 3 99 all suits," 8 Co. 150 of covenants," 5 Co. 70 b.

10. − 2d. A release by a witness where he has an interest in the matter which is the subject of the suit or release by the party on whose side he is interested, renders him competent. 1 Phil. Ev. 102, and the cases cited in n. a. Vide 2 Chitt. It. 329; 1 D. & R. 361; Harr. Dig. h. t.; Bouv. Inst. Index, h. t.

RELEASE, estates. The "conveyance of a man's interest or right, which he hath unto a thing, to another that hath the possession thereof, or some estate therein." Touch. 320.

2. The words generally used in such conveyance, are, "remised, released, and forever quit claimed." Litt. s ec, 445.

3. Releases of land are, in respect of their operation, divided into four sorts. 1. Releases that enure by way of passing the estate, or mitter l'estate. (q. v.) 2. Releases that enure by way of passing the right, or mitter le droit. 3. Releases that enure by enlargement of the estate; and

4. Releases that enure by way of extinguishment. Vide 4 Cruise, 71; Co. Lit. 264; 3 Marsh. Decis. 185; Gilb. Ten. 82; 2 Sumn. R. 487; 10 Pick. R. 195; 10 John. R. 456; 7 Mass. R. 381; 8 Pick. R. 143; 5 Har. & John. 158; N. H. Rep. 402; Paige's R. 299.

RELEASEE. A person to whom a release is made.

RELEASOR. He who makes a release.

RELEGATION, civil law. Among the Romans relegation was a banishment to a certain place, and consequently was an interdiction of all places except the one designated.

2. It differed from deportation. (q. v.) Relegation and deportation agree u these particulars: 1. Neither could be in a Roman city or province. 2. Neither caused the party punished to lose his liberty. Inst. 1,16 , 2; Digest, 48, 22, 4; Code, 9, 47,26.

3. Relegation and deportation differed in this. 1. Because deportation deprived of the right of citizenship, which was preserved notwithstanding the relegation. 2. Because deportation was always perpetual, and relegation was generally for a limited time. 3. Because deportation was always attended with confiscation of property, although not mentioned in the sentence; while a loss of property was not a consequence of relegation unless it was perpetual, or made a part of the sentence. Inst. 1, 12, 1 & 2; Dig. 48, 20, 7, 5; Id. 48, 22, 1 to 7; Code, 9, 47, 8.

RELEVANCY. By this term is understood the evidence which is applicable to the issue joined; it is relevant when it is applicable to the issue, and ought to be admitted; it is irrelevant, when it does not apply; and it ought then to be excluded. 3 Hawks, 122; 4 Litt. Rep. 272; 7 Mart. Lo. R. N. S. 198. See Greenl. Ev. _49, et seq.; 1 Phil. Ev. 169; 11 S. & R. 134; 7 Wend. R. 359; 1 Rawle, R. 311; 3 Pet. R. 336; 5 Harr. & Johns. 51, 56; 1 Watts. & Serg. 362; 6 Watts. R. 266; 1 S. & R. 298.

RELEVANT EVIDENCE. That which is applicable to the issue and which ought to be received; the phrase is used in opposition to irrelevant evidence, which is that which is not so applicable, and which must be rejected. Vide Relevancy.

RELICT. A widow; as A B, relict of C D.

RELICTA VFRIFICATIONE. When a judgment is confessed by cognovit actionem after plea pleaded, and then the plea is withdrawn, it is called a confession or cognovit actionem relicta verificatione. He acknowledges the action having abandoned his plea. See 5 Halst. 332.

RELICTION. An increase of the land by the sudden retreat of the sea or a river.

2. Relicted lands arising from the sea and in navigable rivers, (q. v.) generally belong to the state and all relicted lands of unnavigable rivers generally belong to the proprietor of the estate to which such rivers act as boundaries. Schultes on Aqu. Rights, 138; Ang. on Tide Wat. 75. But this reliction must be from the sea in its usual state for if it should inundate the land and then recede, this would be no reliction. Harg. Tr. 15. Vide Ang. on Wat. Co. 220.

3. Reliction differs from avulsion, (q. v.) and from alluvion. (q. v.)

RELIEF, Engl. law. A relief was an incident to every feudal tenure, by way of fine or composition with the lord for taking up the estate which was lapsed or fallen in by the death of the last tenant. At one time the amount was arbitrary; but afterwards the relief of a knight's fee became fixed at one hundred shillings. 2 Bl. Com. 65.

RELIEF, practice. That assistance which a court of chancery will lend to a party to annul a contract tinctured with fraud, or where there has been a mistake or accident; courts of equity grant relief to all parties in cases where

they have rights, ex aequo et bono, and modify and fashion that relief according to circumstances.

RELIGION. Real piety in practice, consisting in the performance of all known duties to God and our fellow men.

2. There are many actions which cannot be regulated by human laws, and many duties are imposed by religion calculated to promote the happiness of society. Besides, there is an infinite number of actions, which though punishable by society, may be concealed from men, and which the magistrate cannot punish. In these cases men are restrained by the knowledge that nothing can be hidden from the eyes of a sovereign intelligent Being; that the soul never dies, that there is a state of future rewards and punishments; in fact that the most secret crimes will be punished. True religion then offers succors to the feeble, consolations to the unfortunate, and fills the wicked with dread.

3. What Montesquieu says of a prince, applies equally to an individual. "A prince," says he, " who loves religion, is a lion, which yields to the hand that caresses him, or to the voice which renders him tame. He who fears religion and bates it, is like a wild beast, which gnaws, the chain which re−strains it from falling on those within its reach. He who has no religion is like a terrible animal which feels no liberty except when it devours its vic− tims or tears them in pieces." Esp. des , Lois, liv. 24, c. 1.

4. But religion can be useful to man only when it is pure. The constitution of the United States has, therefore, wisely provided that it should never be united with the state. Art. 6, 3. Vide Christianity; Religious test; Theo−cracy.

RELIGIOUS TEST. The constitution of the United States, art. 6, s. 3, de−clares that "no religious test shall ever be required as a qualification to any office, or public trust under the United States."

2. This clause was introduced for the double purpose of satisfying the scruples of many respectable persons, who feel an invincible repugnance to any religious test or affirmation, and to cut off forever every pretence of any alliance between church and state in the national government. Story on the Const. _1841.

RELINQUISHMENT, practice. A forsaking, abandoning, or giving over a right; for example, a plaintiff may relinquish a bad count in a declaration, and proceed on the good: a man may relinquish a part of his claim in order to give a court jurisdiction.

RELOCATION, Scotch law, contracts. To let again to renew a lease, is called a relocation.

2. When a tenant holds over after the expiration of his lease, with the consent of his landlord, this will amount to a relocation.

REMAINDER, estates. The remnant of an estate in lands or tenements expectant on a particular estate, created together with the same, at one time. Co. Litt. 143 a.

2. Remainders are either vested or contingent. A vested remainder is one by which a present interest passes to the party. though to be enjoyed in future; and by which the estate is invariably fixed to remain to a determinate person, after the particular estate has been spent. Vide 2 Jo ins. R. 288; 1 Yeates, R. 340.

3. A contingent remainder is one which is limited to take effect on an event or condition, which may never happen or be performed, or which may not happen or be performed till after the determination of the preceding particular estate; in which case such remainder never can take effect.

4. According to Mr. Fearne, contingent remainders may properly be distin−guished into four sorts. 1. Where the remainder depends entirely on a contin−gent determination of the preceding estate itself. 2. Where the contingency on which the remainder is to take effect, is independent of the determination of the preceding estate. 3. Where the condition upon which the remainder is limited, is certain in event, but the determination of the particular estate may happen before it. 4. Where the person, to whom the remainder is limited, is not yet ascertained, or not yet in being. Fearne, 5.

5. The pupillary substitutions of the civil law somewhat resembled contingent remainders. 1 Brown’s Civ. Law, 214, n.; Burr. 1623. Vide, generally, Viner’s Ab. h. t.; Bac. Ab. h. t; Com. Dig. h. t.; 4 Kent, Com. 189; Yelv. 1, n.; Cruise, Dig. tit. 16; 1 Supp. to Ves. jr. 184; Bouv. Inst. Index, h. t.

REMAINDER−MAN. One who is entitled to the remainder of the estate after a particular estate carved out of it has expired.

TO REMAND. To send back or recommit. When a prisoner is brought before a judge on a habeas corpus, for the purpose of obtaining his liberty, the judge hears the case, and either discharges him or not; when there is cause for his detention, he remands him.

REMANDING A CAUSE, practice. The sending it back to the same court out ofwhich it came for the purpose of having some action on it there. March, R. 100.

REMANENT PRO DEFECTU EMPTORUM, practice. The return made by the sheriff to a writ of execution when he has not been able to sell the property seized, that the same remains unsold for want of buyers: in that case the plaintiff is entitled to a venditioni exponas. Com. Dig. Execution, C. 8.

REMANET, practice. The causes which are entered for trial, and which cannot be tried during tho term, are remanets. Lee's Dict. Trial, vii.; 1 Sell. Pr. 434; 1 Phil. Ev., 4.

REMEDIAL. That which affords a remedy; as, a remedial statute, or one which is made to supply some defects or abridge some superfluities of the common law. 1 131. Com. 86. The term remedial statute is also applied to those acts which give a new remedy. Esp. Pen. Act. 1.

REMEDY. The means employed to enforce a right or redress an injury.

2. The importance of selecting a proper remedy is made strikingly evident by tho following statement. "Recently a common law barrister, very eminent for his legal attainments, sound opinions, and great practice, advised that there was no remedy whatever against a married woman, who, having a considerable separate estate, had joined with her hushand in a promissory note for X2500, for a debt of her hushand, because he was of opinion that the contract of a married woman is absolutely void, and referred to a decision to that effect, viz. Marshall v. Rutton, 8 T. R. 545, he not knowing, or forgetting, that in equity, under such circumstances, payment might have been enforced out of the separate estate. And afterwards, a very eminent equity counsel, equally erroneously advised, in the same case, that the remedy was only in equity, although it appeared upon the face of the case, as then stated, that, after the death of her hushand, the wife had promised to pay, in consideration of forbearance, and upon which promise she might have been arrested and sued at law. If the common law counsel had properly advised proceedings in equity, or if the equity counsel had advised proceedings by arrest at law, upon the promise, after the death of the hushand, the whole debt would have been paid. But, upon this latter opinion, a bill in chancery was filed, and so much time elapsed before decree, that a great part of the property was dissipated, and the wife escaped with the residue into France, and the creditor thus wholly lost his debt, which would have been recovered, if the proper proceedings had been adopted in the first or even second instance. This is one of the very numerous cases almost daily occurring, illustrative of the consequences of the want of, at least, a general knowledge of every branch of law."

3. Remedies may be considered in relation to 1. The enforcement of contracts. 2. The redress of torts or injuries.

4. − _1. The remedies for the enforcement of contracts are generally by action. The form of these depend upon the nature of the contract. They will be briefly considered, each separately.

5. − 1. The breach of parol or simple contracts, whether verbal or written, express or implied, for the payment of money, or for the performance or omission of any other act, is remediable by action of assumpsit. (q, v.) This is the proper remedy, therefore, to recover money lent, paid, and had and re−ceived to the use of the plaintiff; and in some cases though the money have been received tortiously or by duress of, the person or goods, it may be recovered.in this form of action, as, in that case, the law implies a contract. 2 Ld. Raym. 1216; 2 Bl. R. 827; 3 Wils. R. 304; 2 T. R. 144; 3 Johns. R. 183. This action is also the proper remedy upon wagers, feigned issues, and awards when the submission is not by deed, and to recover money due on foreign judgments; 4 T. R. 493; 3 East, R. 221; 11 East, R; 124; and on by−laws. 1 B. & P. 98.

6. − 2. To recover money due and unpaid upon legal liabilities, Hob. 206; or upon simple contracts either express or implied, whether verbal or written, and upon contracts under seal or of record, Bull. N. P. 167; Com. Dig. Debt, A 9; and on statutes by a party grieved, or by a common informer, whenever the demand is for a sum certain, or is capable of being readily reduced to a certainty; 7 Mass. R. 202; 3 Mass. R. 309, 310; the remedy is by action of debt. Vide Debt.

7. − 3. When a covenantee, has sustained damages in consequence of the non−performance of a promise under seal, whether such promise be contained in a deed poll, indenture, or whether it be express or implied by law from the terms of the deed; or whether the damages be liquidated or unliquidated, the proper remedy is by action of covenant. Vide Covenant.

8. − 4. For the detention of a cliattel, which the party obtained by virtue of a contract, as a bailment, or by some other lawful means, as by finding, the. owner, may in general support an action of detinue, (q. v.) and replevin; (q. v.) or when he has converted the property to his own use, trover and conversion. (q. v.)

9. − _2 . Remedies for the redress of injuries. These remedies are either public, by indictment, when the injury to the individual or to Iiis property affects the public; or private, when the tort is only injurious to the individual.

10. There are three kinds of remedies, namely, 1. The preventive. 2. That which seeks for a compensation. 3.

That which has for its object punishment.

11. − 1. The preventive, or removing, or abating remedies, are those which may be by acts of the party aggrieved, or by the intervention of legal proceedings; as, in the case of injuries to the. person, or to personal or real property, defence, resistance, recaption, abatement of nuisance, and surety of the peace, or injunction in equity and perhaps some others.

12. − 2. Remedies for compensation are those which may he either by the acts of the party aggrieved, or summarily before justices, or by arb itration, or action, or suit at law or in equity.

13. − 3. Remedies which have for their object punishments, or compensation and punishments, are either summary proceedings before magistrates, or indictment, &c. The party injured in many cases of private injuries, which are also a public offence, as, batteries and libels, may−have both remedies, a public indictment for the criminal offence, and a civil action for the private wrong. When the law gives several remedies, the party entitled to them may select that best calculated to answer his ends. Vide 2 Atk. 344; 4 Johns. Ch. R. 140; 6 Johns. Ch. Rep. 78; 2 Conn. R. 353; 10 Johns. R. 481; 9 Serg. & Rawle, 302. In felony and some other cases, the private injury is so far merged in the public crime that no action can be maintained for it, at least until after the public prosecution shall have been ended. Vide Civil remedy.

14. It will be proper to consider, 1. The private remedies, as, they seek the prevention of offences, compensation for committing them, and the punishment of their authors. 2. The public remedies, which have for their object protection and punishment.

15. − 1. Private remedies. When the right invaded and the injury committed are merely private, no one has a right to interfere or seek a remedy except the party immediately injured and his professional advisers. But when the remedy is even nominally public, and prosecuted in the name of the commonwealth, any one may institute the proccedings, although not privately injured. 1 Salk. 174; 1 Atk. 221; 8 M. & S. 71.

16. Private remedies are, 1, By the act of the party, or by legal proceedings to prevent the commission or repetition of an injury, or to remove it; or, 2. They are to recover compensation for the injury which has been committed.

17. − 1. The preventive and removing remedies are principally of two descriptions, namely, 1st. Those by the act of the party himself, or of certain relations or third persons permitted by law to interfere, as with respect to the person, by self−defence, resistance, escape, rescue, and even prison breaking, when the imprisonment is clearly illegal; or in case of personal property, by resistance or recaption; or in case of real property, resistance or turning a trespasser out of his house or off his land, even with force; 1 Saund. 81, 140, note 4; or by apprehending a wrong−doer, or by reentry and re−gaining possession, taking care not to commit a forcible entry, or a breach of the peace; or, in case of nuisances, public or private, by abatement; vide Abatement of nuisances; or remedies by distress, (q. v.) or by set off or re−tainer. See, as to remedies by act of the parties, 1 Dane's Ab. c. 2, p. 130.

18. − 2. When the injury is complete or continuing, the remedies to obtain compensation are either specific or in damages. These are summary before jus−tices of the peace or others; or formal, either by action or suit in courts of law or equity, or in the admiralty courts. As an example of summary proceedings may be mentioned the manner of regaining possession by applying to magis−trates against forcible entry and detainer, where the statutes authorize the proceedings. Formal proceedings are instituted when certain rights have been invaded. If the injury affect a legal right, then the remedy is in general by action in a court of law; but if an equitable right, or if it can be better investigated in a court of equity,' then the remedy is by bill. Vide Chancery.

19. − 2. Public remedies. These may be divided into such as are intended to prevent crimes, and those where the object is to punish them. 1. The preven−tive remedies may be exercised without any warrant either by a constable, (q. v.) or other officer, or even by a private citizen. Persons in the act of committing a felony or a broach of the peace may arrested by any one. Vide Arrest. A public nuisance may be abated without any other warrant or authority than that given by the law. Vide Nuisance. 2. The proceedings intended as a punishment for offences, are either summary, vide Conviction; or by indict− ment. (q. v.)

20. Remedies are specific and cumulative; the former are those which can alone be applied to restore a right or punish a crime; for example, where a statute makes unlawful what was lawful before, and gives a particular remedy, that is specific and must be pursued, and no other. Cro. Jac. 644; 1 Salk. 4 5; 2 Burr. 803. But when an offence was antecedently punishable by a common law proceeding, as by indictment, and a statute prescribes a particular remedy, there such particular remedy is cumulative, and proceedings may be had at common law or under the statute. 1 Saund. 134, n. 4. Vide Bac. Ab. Actions in general, B; Bouv. Inst. Index, h. t.; Actions; Arrest;

Civil remedy; Election of Actions.

REMEMBRANCERS; Eng. law. Officers of the exchequer, whose duty it is to remind the lord treasurer and the justices of that court of such things as are to be called and attended to for the benefit of the crown.

REMISE. A French word which literally means a surrendering or returning a debt or duty.

2. It is frequently used in this sense in releases; as, "remise, release and forever quit−claim." In the French law the word remise is synonymous with our word release. Poth. Du Contr. de Change, n. 176; Dalloz, Dict, h. t.; Merl. Rep. h. t.

REMISSION, civil law. A release.

2. The remission of the debt is either conventional, when it is expressly granted to the debtor by a creditor having a capacity to alienate; or tacit, when the creditor voluntarily surrenders to his debtor the original title under private signature constituting the obligation. Civ. Code of Lo. art. 2195.

3. By remission is also understood a forgiveness or pardon of an offence. It has the effect of putting back the offender into the same situation he was before the commission of the offence. Remission is generally granted in cases where the offence was involuntary, or committed in self defence. Poth. Pr. Civ. sec t. 7, art. 2, _2.

4. Remission is also used by common lawyers to expresss the act by which a forfeiture or penalty is forgiven. 10 Wheat. 246.

TO REMIT. To annul a fine or forfeiture.

2. This is generally done by the courts where they have a discretion by law: as, for example, when a juror is fined for nonattendance in court, after being duly summoned and, on appearing, he produces evidence to the court that he was sick and unable to attend, the fine will be remitted by the court.

3. In commercial law, to remit is to send money, bills, or something which will answer the purpose of money.

REMITTANCE, comm. law. Money sent by one merchant to another, either in specie, bill of exchange, draft or otherwise.

REMITTEE, contracts. A person to whom a remittance is made. Story on Bailm. _75.

REMITTER, estates. To be placed back in possession.

2. When one having a right to lands is out of possession, and afterwards the freehold is cast upon him by some defective title, and he enters by virtue of that title, the law remits him to his ancient and more certain right and by an equitable fiction, supposes him to have gained possession under it. 3 Bl. Com. 190; 18 Vin. Ab. 431; 7 Com. Dig. 234.

REMITTIT DAMNA. An entry on the record by which the plaintiff declares that he remits the damages or a part of the damages which have been awarded him by the jury, is so called.

2. In some cases, a misjoinder of actions may be cured by the entry of a remittit damna. 1 Chit. Pl. *207.

REMITTOR, contracts. A person who makes a remittance to another.

REMITTITUR DAMNUM, or DAMNA, practice. The act of the plaintiff upon the record, whereby he abates or remits the excess of damages found by the jury beyond the sum laid in the declaration. See 1 Saund. 285, n. 6; 4 Conn. 109; Bouv. Inst. Index, h. t.

REMITTUR OF RECORD. After a record has been removed to the supreme court, and a judgment has been rendered, it is to be remitted or sent back to the court below, for the purpose of re−trying the cause, when the judgment has been reversed, or of issuing an execution when it has been affirmed. The act of so returning the record, and the writ issued for that purpose, bear the name of remittitur.

REMONSTRANCE. A petition to a court, or deliberative or legislative body, in which those who have signed it request that something which it is in contemplation to perform shall not be done.

REMOTE. At a distance; afar off, not immediate. A remote cause is not in general sufficient to charge a man with the commission of a crime, nor with being the author of a tort.

2. When a man suffers an injury in consequence of the violation of a contract, he is in general entitled to damages for the violation of such contract, but not for remote consequences, unconnected with the contract, to which he may be subjected; as, for example, if the maker of a promissory note should not pay it at maturity; the holder will be entitled to damages arising from the breach of the contract, namely, the principal and interest; but should the holder, in consequence of the non−payment of such note, be compelled to stop payment, and lose his credit and his business, the maker will not be responsible for such losses, on account of the great remoteness of the cause; so if an agent who is bound to account should neglect to do so, and a similar failure should take place, the agent would not be responsible for the damages thus caused. 1 Brock. Cir. C. R. 103; see 3 Pet. 69, 84, 89; 5

Mason's R. 161; 3 Wheat. 560; 1 Story, R. 157; 3 Sumn. R. 27, 270; 2 Sm. & Marsh. 340; 7 Hill, 61. Vide Cause.

REMOVAL FROM OFFICE. The act of a competent officer or of the legislature which deprives an officer of his office. It may be express, that is, by a notification that the officer has been removed, or implied, by the appointment of another person to the same office. Wallace's C. C. R. 118. See 13 Pet. 130; 1 Cranch, 137.

REMOVER. practice. When a suit or cause is removed out of one court into another, which is effected by writ of error, certiorari, and the like. 11 Co.41.

REMUNERATION. Reward; recompense; salary. Dig. 17, 1, 7.

RENDER. To yield; to return; to give again; it is the reverse of prender.

RENDEZVOUS. A place appointed for meeting.

2. Among seamen it is usual when vessels sail under convoy, to have a rend ezvous in case of dispersion by storm, an enemy, or other accident,

3. The place where military men meet and lodge, is also called a rendezvous.

RENEWAL. A change of something old for for something new; as, the renewal of a note; the renewal of a lease. See Novation, and 1 Bouv. Inst. n. 800.

TO RENOUNCE. To give up a right; for example, an executor may renounce the right of administering the estate of the testator; a widow the right to administer to her intestate hushand's estate.

2. There are some rights which a person cannot renounce; as, for example, to plead the act of limitation. Before a person can become a citizen of the United States he must renounce all titles of nobility. Vide Naturalization; To Repudiate.

RENT, estates, contracts. A certain profit in money, provisions, chattels, or labor, issuing out of lands and tenements in retribution for the use. 2 Bl. Com. 41; 14 Pet. Rep. 526; Gilb., on Rents, 9; Co. Litt. 142 a; Civ. Code of Lo. art. 2750; Com. on L. & T. 95; 1 Kent, Com. 367; Bradb. on Distr. 24; Bac. Ab. h. t.; Crabb, R. P. SSSS 149−258.

2. A rent somewhat resembles an annuity, (q. v.) their difference consists in the fact that the former issues out of lands, and the latter is a mere personal charge.

3. At common law there were three kinds of rents; namely, rent−service, rent−charge, and rent−seek. When the tenant held his land by fealty or other corporeal service, and a certain rent, this was called rent−service; a right of distress was inseparably incident to this rent.

4. A rent−charge is when the rent is created by deed and the fee granted; and as there is no fealty annexed to such a grant of rent, the right of distress is not in incident; and it requires an express power of distress to be annexed to the grant, which gives it the name of a rent−charge, because the lands are, by the deed, charged with a distress. Co. Litt. 143 b.

5. Rent−seek, or a dry or barren rent, was rent reserves by deed, without a clause of distress, and in a case in which the owner of the rent had no future interest or reversion in the land, he was driven for a remedy to a writ of annuity or writ of assize.

6. But the statute of 4 Geo. II. c. 28, abolished all distinction in the several kinds of rent, so far as to give the remedy by distress in cases of rents−seek, rents of assize, and chief rents, as in the case of rents reserved upon a lease. In Pennsylvania, a distress is inseparably incident to every species of rent that may be reduced to a certainty. 2 Rawle's Rep. 13. In New York, it seems the remedy by distress exists for all kinds of rent. 3 Kent Com. 368. Vide Distress; 18 Viner's Abr. 472; Woodf, L. & T. 184 Gilb. on Rents Com. Dig. h. t.. Dane's Ab. Index, h. t.

7. As to the time when the rent becomes due, it is proper to observe, that there is a distinction to be made. It becomes due for the purpose of making a demand to take advantage of a condition of reentry, or to tender it to save a forfeiture, at sunset of the day on which it is due: but it is not actually due till midnight, for any other purpose. An action could not be supported which had been commenced on the day it became due, although commenced after sunset; and if the owner of the fee died between sunset and midnight of that day, the heir and not the executor would be entitled to the rent. 1 Saund. 287; 10 Co. 127 b; 2 Madd. Ch. R. 268; 1 P. Wms. 177; S. C. 1 Salk, 578. See generally, Bac. Ab. h. t.; Bouv. Inst. Index h. t.; and Distress; Reentry.

RENT−ROLL. A roll of the rents due to a particular person or public body. See Rental.

RENTAL. A roll or list of the rents of an estate containing the description of the lands let, the names of the tenants, and other particulars connected with such estate. This is the same as rent roll, from which it is said to be corrupted.

RENTE. In the French funds this word is nearly synonymous with our word annuity.

RENTE FONCIERE. This is a technical phrase used in Louisiana. It is a rent which issues out of land, and it is of its essence that it be perpetual, for if it be made but for a limited time, it is a lease. It may, however, be extinguished. Civ. Code of Lo. art. 2750, 2759; Poth. h. t. Vide Ground−rent.

RENTE VIAGERE, French law. This term, which is used in Louisiana, signifies an annuity for life. Civ. Code of Lo. art. 2764; Poth. Du Contract de Constitution de Rente, n. 215.

RENUNCIATION. The act of giving up a right.

2. It is a rule of law that any one may renounce a right which the law has established in his favor. To this maxim there are many limitations. A party may always renounce an acquired right; as, for example, to take lands by descent; but one cannot always give up a future right, before it has accrued, nor to the benefit conferred by law, although such advantage may be introduced only for the benefit of individuals.

3. For example, the power of making a will; the right of annulling a future contract, on the ground of fraud; and the right of pleading the act of limitations, cannot be renounced. The first, because the party must be left free to make a will or not; and the latter two, because the right has not yet accrued.

4. This term is usually employed to signify the abdication or giving up of one's country at the time of choosing another. The act of congress requires from a foreigner who applies to become naturalized a renunciation of all allegiance and fidelity to any foreign prince, potentate, state or sovereignty, whereof such alien may, at the time, be a citizen or subject. See Citizen; Expatriation; Naturalization; To renounce.

REPAIRS. That work which is done to an estate to keep it in good order.

2. What a party is bound to do, when the law imposes upon him the duty to make necessary repairs, does not appear to be very accurately defined. Natural and unavoidable decay in the buildings must always be allowed for when there is no express covenant to the contrary; and it seems, the lessee will satisfy the obligation the law imposes on him, by delivering the premises at the expiration of his tenancy, in a habitable state. Questions in relation to repairs most frequently arise between the landlord and tenant.

3. When there is no express agreement between the parties, the tenant is always required to do the necessary repairs. Woodf. L. & T. 244: Arch. L. & T. 188. He is therefore bound to put in windows or doors that have been broken by him, so as to prevent any decay of the premises, but he is not required to put a new room on an old worn out house. 2 Esp. N. P. C. 590.

4. An express covenant on the part of the lessee to keep a house in repair, and leave it in as good a plight as it was when the lease was made, does not bind him to repair the ordinary and natural decay. Woodf. L. & T. 256. And it has been held that such a covenant does not bind him to rebuild a house which had been destroyed by a public enemy. 1 Dall. 210.

5. As to the time when the repairs are to be made, it would seem reasonable that when the lessor is bound to make them he should have the right to enter and make them, when a delay until after the expiration of the lease would be injurious to the estate: but when no such damage exists, the landlord should have no right to enter without the consent of the tenant. See 18 Toull. n. 297. When a house has been destroyed by accidental fire, neither the tenant nor the landlord is bound to rebuild unless obliged by some agreement so to do. 4 Paige R. 355; 1 T. R. 708; Fonbl. Eq. B. 1, c. 6, s. S. Vide 6 T. R. 650; 4 Camp. R. 275; Harr. Dig. Covenant VII. Vide Com. Rep. 627; 6 T. R. 650; 21 Show. 401; 3. Ves. Jr. 34; Co. Litt., 27 a, note 1; 3 John. R. 44; 6 Mass. R. 63; Platt on Cov. 266; Com. L. & T. 200; Com. Dig. Condition, L 12; Civil Code of Louis. 2070; 1 Saund. 322, n. 1; Id. 323, n. 7; 2 Saund, 158 b, n. 7 & 10; Bouv. Inst. Index. h. t.

REPARATION. The redress of an injury; amends for a tort inflicted. Vide Remedy; Redress.

REPARTIONE, FACIENDA, WRIT DE. The name of an ancient writ which lies by one or more joint tenants against the other joint tenants, or by a person owning a house or building against the owner of th; adjoining building, to compel the reparation of such, joint property. F. N. B. 295.

REPEAL, legislation. The abrogation or destruction of a law by a legislative act.

2. A repeal is express; as when it is literally declared by a subsequent law or implied, when the new law contains provisions contrary to or irreconcilable with those of the former law.

3. A law may be repealed by implication, by an affirmative as well as by a negative statute, if the substance is inconsistent with the old statute. 1 Ham. 10: 2 Bibb, 96; Harper, 101; 4 W. C. C. R. 691.

4. It is a general rule that when a penal statute punishes an offence by a certain penalty, and a new statute is passed imposing a greater or a lesser penalty, for the same offence, the former statute is repealed by implication. 5

Pick. 168; 3 Halst. 48; 1 Stew. 506; 3 A. K. Marsh. 70; 21 Pick. 373. See 1 Binn. 601; Bac. Ab. Statute D 7 Mass. 140.

5. By the common law when a statute repeals another, and afterwards the repealing statute is itself repealed, the first is revived. 2 Blackf. 32. In some states this rule has been changed, as in Ohio and Louisiana. Civ. Code of:Louis. art. 23.

6. When a law is repealed, it leaves all the civil rights of the parties acquired under the law unaffected. 3. L. R. 337; 4 L. R. 191; 2 South. 689; Breese, App. 29; 2 Stew. 160.

7. When a penal statute is repealed or so modified as to exempt a class from its operation, violations committed before the repeal are also exempted, unless specifically reserved, or unless there have been some private right divested by it. 2 Dana, 330; 4 Yeates, 392; 1 Stew. 347; 5 Rand. 657; 1 W. C. C. R. 84; 2 Virg. Cas. 382. Vide Abrogation; 18 Vin. Ab. 118.

REPERTORY. This word is nearly synonymous with inventory, and is so called because its contents are arranged in such order as to be easily found. Clef des Lois Rom. h . t.; Merl. Repertoire, h. t.

2. In the French law, this word is used to denote the inventory or minutes which notaries are required to make of all contracts which take place before them. Dict. de Jur. h. t.

REPETITION, construction of wills. A repetition takes place when the same testator, by the same testamentary instrument, gives to the same legatee legacies of equal amount and of the same kind; in such case the latter is considered a repetition of the former, and the legatee is entitled to one only. For example, a testator gives to a legatee "œ30 a year during his life;" and in another part of the will he gives to the same legatee "an annuity of œ3O for his life payable quarterly," he is entitled to only one annuity of thirty pounds a year. 4 Ves. 79, 90; 1 Bro. C. C. 30, note.

REPETITION, civil law. The act by which a person demands and seeks to recover what he has paid by mistake, or delivered on a condition which has not been performed. Dig. 12, 4, 5. The name of an action which lies to recover the payment which has been made by mistake, when nothing was due.

2. Repetition is never admitted in relation to natural obligations which have been voluntarily acquitted, if the debtor had capacity to give his consent. 6 Toull. n. 386. The same rule obtains in our law. A person who has voluntarily acquitted a natural or even a moral obligation, cannot recover back the money by an action for money had and received, or any other form of action. D. & R. N. P. C. 254; 2 T. R. 763; 7 T. R. 269; 4 Ad. & Ell. 858; 1 P. & D. 253; 2 L. R. 431; Cowp. 290; 3 B. & P. 249, note; 2 East, R. 506; 3 Taunt. R. 311; 5 Taunt. R. 36; Yelv. 41, b, note; 3 Pick. R. 207; 13 John. It. 259.

3. In order to entitle the payer to recover back money paid by mistake it must have been paid by him to a person to whom he did not owe it, for otherwise he cannot recover it back, the creditor having in such case the just right to retain the money. Repetitio nulla est ab eo qui suum recepit.

4. How far money paid under a mistake of law is liable to repetition, has been discussed by civilians, and opinions on this subject are divided. 2 Poth. Ob. by Evans, 369, 408 to 487; 1 Story, Eq. Pl. _111, note 2.

REPETITION, Scotch law. The act of reading over a witness deposition, in order that he may adhere to it, or correct it at his choice. The same as Recolement, (q. v.) in the French law. 2 Benth. on Ev. B. 3, c. 12, p. 239.

REPLEADER, practice. When an immaterial issue has been formed, the court will order the parties to plead de novo, for the purpose of obtaining a better issue this is called a repleader.

2. In such case, they must begin to replead at the first fault. If the declaration, plea and replication be all bad, the parties must begin de novo, if the plea and replication be both bad and a repleader is awarded, it must be as to both; but if the declaration and plea be good, and the replication only bad, the parties replead from the replication only.

3. In order to elucidate this point, it may be proper to give an instance, where the court awarded a repleader for a fault in the plea, which is the most ordinary cause of a repleader. An action was brought against hushand and wife, for a wrong done by the wife alone, before the marriage, and both pleaded that they were not guilty of the wrong imputed to them, which was held to be bad, because there was no wrong alleged to have been committed by the hushand, and therefore a repleader was awarded, and the plea made that the wife only was not guilty. Cro. Jac. 5. See other instances in: Hob. 113: 5 Taunt. 386.

4. The following rules as to repleaders were laid down in the case of Staples v. Haydon, 2 Salk. 579. First. That at common law, a repleader was allowed before trial, because a verdict did not cure an immaterial issue, but now a repleader ought not to be allowed till after trial, in any case when the fault of the issue might be helped by the

verdict, or by the statute of jeofails. Second. That if a repleader be allowed where it ought not to be granted, or vice versa, it is error. Third. That the judgment of repleader is general, quod partes replacitent, and the parties must begin at the first fault, which occasioned the immaterial issue. Fourth. No costs are allowed on either side. Fifth. That a repleader cannot be awarded after a default at nisi prius; to which may be added, that in general a repleader cannot be awarded after a demurrer or writ of error, without the consent of the parties, but only after issue joined; where however, there is a bad bar, and a bad replication, it is said that a repleader may be awarded upon a demurrer; a repleader will not be awarded where the court can give judgment on the whole record, and it is not grantable in favor of the person who made the first fault in pleading. See Com. Dig. Pleader, R 18; Bac. Abr. Pleas, M; 2 Saund. 319 b, n. 6; 2 Vent. 196; 2 Str. 847; 5 Taunt. 386; 8 Taunt. 413; 2 Saund. 20; 1 Chit. Pl. 632; Steph. pl. 119; Lawes, Civ. Pl. 175.

5. The difference between a repleader and a judgment non obstante veredicto, is this; that when a plea is good in form, though not in fact, or in other words, if it contain a defective title or ground of defence by which it is apparent to the court, upon the defendant's own showing, that in any way of putting it, he can have no merits, and the issue joined thereon be found for him there, as the awarding of a repleader could not mend the case, the court for the sake of the plaintiff will at once give judgment non obstante veredicto; but where the defect is not so much in the title as in the manner of stating it, and the issue joined thereon is immaterial, so that the court know not for whom to give judgment, whether for the plaintiff or defendant, there for their own sake they will award a repleader; a judgment, therefore, non obstante veredicto, is always upon the merits, and never granted but in a very clear case; a repleader is upon the form and manner of pleading. Tidd's Pr. 813, 814; Com. Dig. Pleader, R 18 Bac. Abr. Pleas, M; 18 Vin. Ab. 567; 2 Saund. 20; Doct. Plac. h. t.; Arch. Civ. Pl. 258; 1 Chit. Pl. 632; U. S. Dig. XII.

REPLEGIARE, To redeem a thing detained or taken by another, by putting in legal sureties. See Replevin.

REPLEVIN, remedies. The name of an action for the recovery of goods and chattels.

2. It will be proper to consider, 1. For what property this action will lie. 2. What interest the plaintiff must have in the same. 3. For what injury. 4. The pleadings. 5. The judgment.

3. − 1. To support replevin, the property affected must be a personal chattel, and not an injury to the freehold, or to any matter which is annexed to it; 4 T. R. 504; nor for anything which has been turned into a chattel by having been separated from it by the defendant, and carried away at one and the same time; 2 Watts, R. 126; 3 S. & R. 509 6 S. & R. 4761; 10 S. & R. 114; 6 Greenl. R. 427; nor for writings which concern the realty. 1 Brownl. 168.

4. The chattel also must possess indicia or ear−marks, by which it may be distinguished from all others of the same description; otherwise the plaintiff would be demanding of the law what it has not in its power to bestow; replevin for loose money cannot, therefore, be maintained; but it may be supported for money tied up in a bag, and taken in that state from the plaintiff. 2 Mod. R. 61. Vide 1 Dall. 157; 6 Binn. 2; 3 Serg. & Rawle, 562; 2 P. A. Browne's R. 160; Addis. R. 134; 10 Serg. & Rawle, 114; 4 Dall. Appx. i.; 2 Watt's R. 126; 2 Rawle's R. 423.

5. − 2. The plaintiff, at the time of the caption, must have been possessed, or, which amounts to the same thing, have had an absolute property in and be entitled to the possession of the chattel, or it could not have been taken from him. He must, in other words, have had a general property, or a special property, as the bailee of the goods. His right to the possession must also be continued down to the time of judgment pronounced, otherwise he has no claim to the restoration of the property. Co. Litt. 145, b. It has however, been doubted whether on a more naked tailment for safe keeping, the bailee can maintain replevin. 1 John. R. 380; 3 Serg. & Rawle, 20.

6. − 3. This action lies to recover any goods which have been illegally taken. 7 John R. 140; 5 Mass. R. 283; 14 John. R. 87; 1 Dall. R. 157; 6 Binn. R. 2; 3 Serg. & Rawle, 562; Addis. R. 134; 1 Mason, 319; 2 Fairf. 28. The primary object of this action, is to recover back the chattel itself, and damages for taking and detaining it are consequent on the recovery. 1 W. & S. 513; 20 Wend. 172; 3 Shepl. 20. When the properly has been restored this action cannot, therefore, be maintained. But the chattel is considered as detained, not−withstanding the defendant may have destroyed it before the suit was commenced; for he cannot take advantage of his own wrong.

7. − 4. This being a local action, the declaration requires certainty in the description of the place where the distress was taken. 2 Chit: Pl. 411, 412; 10 John. R. 53. But it has been held in Pennsylvania, that the declaration is sufficient, if the taking is laid to be in the county. 1 P. A. Browne's Rep. 60. The strictness which formerly prevailed on this subject, has been relaxed. 2 Saund. 74, b. When the distress has been taken for rent, the defendant usually avows or makes cognizance, in order to obtain a return of the goods to which avowry or cognizance the plaintiff pleads in bar, or the defendant may, in proper cases, plead non cepit, cepit in alio loco,

guilty. 1 Chit. Pl. 490, 491.

8. − 5. As to the judgment, Vide article Judgment in Replevin. Vide, gen−erally, Bac. Ab. h. t.; 1 Saund. 347, n. 1; 2 Sell. Pr. 153; Doct. Pl. 414; Com. Dig. h. t.; Dane's Ab. h. t.; Petersd. Ab. h. t.; 18 Vin. Ab. 576; Yelv. 146, a; 1 Chit., Pl. 157; Ham. N. P. ch. 3, p. 372 to 498; Amer. Dig. h. t.; Harr. Dig. h. t.; Bouv. Inst. Index, h. t. As to the evidence required in replevin, see Roscoe's Civ. Ev. 353. Vide, also, article Detinuit.

REPLEVY. To re−deliver goods which have been distrained to the original possessor of them, on his giving pledges in all action of replevin. It signifies also the bailing or liberating a man from prison, on his finding bail to answer. See Replevin.

REPLIANT. One who makes a replication.

REPLICATION, pleading. The plaintiff's answer to the defendant's plea.

2. Replications will be considered, 1. With regard to their several kinds. 2. To their form. 3. To their qualities.

3. − _1. They are to pleas in abatement and to pleas in bar.

4. − 1. When the defendant pleads to the jurisdiction of the court, the plaintiff may reply, and in this case the replication commences with a statement that the writ ought not to be quashed, or that the court ought not to be ousted of their jurisdiction, because &c., and concludes to the country, if the replication merely deny the subject−matter of the plea. Rast. Entr. 101 Thomps. Entr. 2; Clift's Entr. 17; 1 Chit. Pl. 434. As a general rule, when the plea is to the misnomer of the plaintiff or defendant, or when the plea consists of matter of fact which the plaintiff denies, the replication may begin without any allegation that the writ or bill ought not to be quashed. 1 Bos. & Pull. 61.

5. − 2. The replication is, in general, governed by the plea, and most frequently denies it. When the plea concludes to the country, the plaintiff must, in general, reply by adding a similiter; but when the plea concludes with a verification, the replication must either, 1. Conclude the defendant by matter of estoppel; or, 2. May deny the truth of the matter alleged in the plea, either in whole or in part; or, 3. May confess and avoid the plea; or, 4. In the case of an evasive plea, may new assign the cause of action. For the several kinds of replication as they relate to the different forms of action, see 1 Chit. Pl. 551, et seq.; Arch. Civ. Pl. 258.

6. − _2. The form of the replication will be considered with regard to, 1. The title. 2. The commencement. 3. The body. 4. The conclusion.

7. − 1. The replication is usually entitled in the court and of the term of which it is pleaded, and the names of the plaintiff and defendant are stated in the margin, thus "A B against C D." 2 Chit. Pl. 641.

8. − 2. The commencement is that part of the replication which immediately follows the statement of the title of the court and term, and the names of the parties. It varies in form when it replies to matter of estoppel from what it does when it denies, or confesses and avoids the plea; in the latter case it commences with an allegation technically termed the preclude non. (q. v.) It generally commences with the words, "And the said plaintiff saith that the said defendant," &c. 1 Chit. Pl. 573.

9. − 3. The body of the replication ought to contain either. 1. Matter of estoppel. 2. Denial of the plea. 3. A confession and avoidance of it; or, 4. In case of an evasive plea, a new assignment. 1st. When the matter of estoppel does not appear from the anterior pleading, the replication should set it forth; as, if the matter has been tried upon a particular issue in trespass, and found by the jury, such finding may be replied as an estoppel. 3 East, R. 346; vide 4 Mass. R. 443. 2d. The second kind of replication is that which denies or traverses the truth of the plea, either in part or in whole. Vide Traverse, and 1 Chit. Pl. 576, note a. 3d. The third kind of replication admits, either in words or in effect, the fact alleged in the plea, and avoids the effect of it by stating new matter. If, for example, infancy be pleaded, the plaintiff may reply that the goods were necessaries, or that the defen−dant, after he came of full age, ratified and confirmed the promise. Vide Confession and Avoidance. 4th. When the plea is such as merely to evade the allegation in the declaration, the plaintiff in his replication may reassign it. Vide New Assignment, and 1 Chit. Pl. 601.

10. − 4. With regard to the conclusion, it is a general rule, that when the replication denies the whole of the defendant's plea, containing matter of fact, it should conclude to the country. There are other conclusions in particular cases, which the reader will find fully stated in 1 Chit. Pl. 615, et seq.; Com. Dig. Pleader, F 5 vide 1 Saund. 103, n.; 2 Caines' R. 60 2 John. R. 428; 1 John. R. 516; Arcb. Civ. Pl. 258; 19 Vin. Ab 29; Bac. Ab. Trespass, I 4; Doct. Pl. 428; Beames' Pl. in Eq. 247, 325, 326.

11. − _3. The qualities of a replication are, 1. That it must answer so much of the defendant's plea as it professes to answer, and that if it be bad in part, it is bad for the whole. Com. Dig. Pleader, F 4, W 2; 1 Saund. 338; 7

Cranch's Rep. 156. 2. It must not depart from the allegations in the declaration in any material matter. Vide Departure, and 2 Saund . 84 a, note 1; Co. Lit. 304 a. See also 3 John. Rep. 367; 10 John. R. 259; 14 John., R. 132; 2 Caines' R. 320. 3. It must be certain. Vide Certainty. 4. It must be single. Vide U. S. Dig. Pleading, XI.; Bouv. Inst. Index, h. t.; Duplicity; Pleadings.

REPORT, legislation. A statement made by a committee to a legislative assembly, of facts of which they were charged to inquire.

REPORT, practice. A certificate to the court made by a master in chancery, commissioner or other person appointed by the court, of the facts or matters to be ascertained by him, or of something of which it is his duty to inform the court.

2. If the parties in the case accede to the report, find no exceptions are filed, it is in due time confirmed; if exceptions are filed to the report, they will, agreeably to the rules of the court, be heard, and the report will either be confirmed, set aside, or referred. back for the correction of some error. 2 Madd. Ch. 505; Blake's Ch. Pr. 230; Vin. Ab. h. t.

REPORTER. A person employed in making out and publishing the history of cases decided by the court.

2. The act of congress of August 26, 1842, sect., 2, enacts, that in the supreme court of the United States, one reporter shall be appointed by the court with the salary of twelve hundred and fifty dollars; provided that he deliver to the secretary of state for distribution, one hundred and fifty copies of each volume of reports that he shall hereafter prepare and publish, immediately after the publication thereof, which publication shall be made annually within four months after the adjournment of the court at which the decisions are made.

3. In some of the states the reporters are appointed by authority of law; in others, they are volunteers.

REPORTS. Law books, containing a statement of the facts and law of each case which has been decided by the courts; they are generally the most certain proof of the judicial decisions of the courts, and contain the most satisfactory evidence, and the most authoritative and precise application of the rules of the common law. Lit. s. 514; Co. Lit. 293 a; 4 Co. Pref.; 1 Bl. Com. 71 Ram. on Judgm. ch. 13.

2. The number of reports has increased to an inconvenient extent, and should they multiply in the same ratio which of late they have done, they will so soon crowd our libraries as to become a serious evil. The indiscriminate re−port of cases of every description is deserving of censure. Cases where first principles are declared to be the law, are reported with as much care as those where the most abstruse questions are decided. But this is not all; sometimes two reporters, with the true spirit of book−making, report the same set of cases, and thereby not only unnecessarily increase the lawyer's already encumbered library, but create confusion by the discrepancies which occasionally appear in the report of the same case.

3. The modern reports are too often very diffuse and inaccurate. They seem too frequently made up for the purpose of profit and sale, much of the matter they contain being either useless or a mere repetition, while they are deficient in stating what is really important.

4. A report ought to contain, 1. The name of the case. 2. The court in which it originated; and, when it has been taken to another by appeal, certiorari, or writ of error, it ought to mention by whom it was so taken, and by what proceeding. 3. The state of the facts, including the pleadings, as far as requisite. 4. The true point before the court. 5. The manner in which that point has been determined, and by whom. 6. The date.

5. The following is believed to be a correct list of the American and English Reports; the former arranged under the heads of the respective states; and the latter in chronological order. It is hoped this list will be useful to the student.

AMERICAN REPORTS.

UNITED STATES.

1. Supreme Court.

Dallas' Reports. From August term, 1790, to August term, 1800. 4 vols.

Cranch's Reports. From 1800 to February term, 1815. 9 vols.

Wheaton's Reports. From February term, 181 to January term, 1827, inclusive. 12 vols.

Peters' Reports. 16 vols.

Peters' Condensed Reports of Supreme Court of the United States. These volumes

contain condensed reports of all the cases in second, third, and fourth Dallas, the nine volumes of Cranch, and the twelve volumes of Wheaton.

Howard's Reports. From 1843 to 1852. 11 vols.

2. Circuit Courts − First Circuit.

Gallison's Reports. From 1812 to 1815, inclusive. 2 vols.
Mason's Reports. From 1816 to 1830, inclusive. 5 vols.
Sumner's Reports. From 1830 t. 1837. 2 vol.
Story's Reports. From 1839 to l845. 3 vols.
Woodbury and Minot's Reports. From 1845 to 1847. 2 vols.

Second Circuit.

Paine's Reports. From 1810 to 1826. 1 vol.

Third Circuit.

Dallas' Reports. The second, third and fourth volumes contain cases decided in this court. From Washington's C. C. Reports. From 1803 to 1827. 4 vols.
Peters' C. C. Reports. From 1803 to 1818. 1 vol.
Baldwin's Reports. From Oct. term, 1829, to April term 1833 inclusive. 1 vol.
Wallace's Reports. Include the cases of May Sessions, 1801. 1 vol.
Wallace, Jr's. Reports. 1 vol.

Fourth Circuit.

Marshall's Decisions. From 1802 to 1832, published since the death of Chief Justice Marshall, from his manuscripts, by John M. Brockenbrough. 2 vols.

Seventh Circuit.

McLean's Reports. From 182 9 to 1845. 3 vols,

3. District Courts − Distnct of New York.

Van Ness' Reports. I vol.

District of Pennsylvania.

Peters' Admiralty Decisions. From 1792 to 1807. 2 vols.

Eastern District of Pennsylvania.

Gilpin's Reports. From Nov. term, 1828, to Feb. term, 1836, inclusive. 1 vol.

District of South Carolina.

Bee's Admiralty Reports. From 1792 to 1805. 1 vol.

District of Maine.

Reports of cases argued and determined in the District Court of the United States, for the District of Maine, from 1822 to 1839. 1 vol. Cited Ware's Reports.

STATE REPORTS.

Alabama.

Alabama Reports. By Henry Minor. From 1820 to 1826. 1 vol.

Stewart's Reports. From 1827 to 1831. 3 vols.
Stewart & Porter's Reports. From 1831 to 1833. 5 vols.
Porter's Reports. From 1834 to 1839. 9 vols.
Alabama Reports. From 1840 to 1849. 14 vols.

Arkansas.

Pike's Reports. From 1837 to 1842. 5 vols.

Connecticut.

Kirby's Reports,. From 1785 to 1788. 1 vol.
Root's Reports. From 1799 to 1798. 2 vols.
Day's Reports, From 1802 to 1813. 5 vols.
Connecticut Reports. By Thomas Day. From June, 1814 to 1847. 18 vols.

Delaware.

Harrington's Reports. From 1832 to 1847. 4 vols.

Florida.

Florida Reports. From 1846 to 1847. 2 vols.

Georgia.

T. U. P. Chariton's Reports. A Cases decided previous to 1810. 1 vol.
Dudley's Reports. From 1831 to 1833. 1 vol.
R. M. Charlton's Reports. From 1811 to 1837. 1 vol.
Kelly's Reports, 3 vols.
Georgia Reports. From 1846 to 1849. 6 vols.

Illinois.

Breese's Reports. From 1819 to 1830. 1 vol.
Scammond's Reports. From 1832 to 1843. 4 vols.
Gilman's Reports. From 1844 to 1847. 4 vols.

Indiana.

Blackford's Reports. From May, 1817, to May, 1838, inclusive, 7 vols.

Iowa.

Green's Reports. 1 vol.

Kentucky

Hughes' Reports. From 1785 to 1801. 1 vol.
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Bibb's Reports. From 1808 to 1817. 4 vols.
A. K. Marshall's Reports. From 1817 to 1821 3 vols.
Littells Reports. From 1822 to 1824. 6 vols.
Littells Select Cases. From 1795 to 1821. 1 vol.
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J. S. Marshall's Reports. From 1829 to 1832 7 vols.
Dana's Reports. From 1833 to 1840. 9 vols.
B. Monroe's Reports. From 1840 to 1848. 8 vols.

Louisiana.

Orleans Term Reports. By Martin. From 1809 to 1812. 2 vols in 1.
Louisiana Term Reports. By Martin, From 1812 to 1823. 10 vols.
Martin's Reports, N. S. (sometimes cited simply New Series,) 1823 to 1830. 8 vols.
The whole of Martin's Reports amount to twenty volumes; the first twelve, namely, the Orleans and the Louisiana Term Reports, are cited as Martin's Reports; from the twelfth, they are sometimes cited as first, second, &c., Martin's New Series, and sometimes simply New Series. Louisiana Reports. 19 vols. The first five volumes, from 1830 to August term, 1834, and the first part of the sixth volume, are the work of Branch W. Miller. The remainder were reported by Mr. Currey, and are continued to June term, 1839. The whole of the 19 volumes are cited Louisiana Reports. Robinson's Reports. From 1841 to 1843. 12 vols.

Maine.

By a resolve of the legislature, passed in 1836, each volume subsequent to the third volume of Fairfield's Reports, shall be entitled and lettered upon the back thereof, "Maine Reports;" and the first volume subsequent to the third volume of Fairfield's shall be numbered the thirteenth Volume of Maine Reports.
Maine Reports. 26 vols.
These reports consist of Greenleaf's Reports. From 1820 to 1832. The first 9 vols.
Fairfield's Reports. From 1833 to 1835. The 10th, 11th, and 12th vols.
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Appleton, part of vol. 20.
Shepley's Reports, part of vol. 20 and vol. 21 to 28, inclusive. From 1841 to 1846. 8 vols.

Maryland.

Harris & McHenry's Reports. From 1709 to 1799. 4 vols. Sometimes cited Maryland Reports.
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Bland's Chancery Reports. From 1811 to 1832. 3 vols.
Gill's Reports. From 1813 to 1849. 5 vols.

Massachusetts.

Massachusetts Reports.
The first volume is reported by Ephraim Williams. His reports commenced with September term, 1804, in Berkshire, and terminate with June term, 1805, in Hancock. The 16 volumes from the second to the seventeenth, inclusive, are reported by Dudley Alkins Tyng, and embrace from March term, 1806, in Suffolk, to March term, 1822, in Suffolk. The reports of Williams and Tyng are cited Massachusetts Reparts.
Pickering's Reports. From 1832 to March 1840. 24 vols.
Metcalf's Reports. From 1840 to 1848. 1 vols.

Michigan.

Harrington's Reports. 1 vol.
Walker's Chancery Cases. From 1842 to 1845. 1 vol.
Douglass' Reports. From 1843 to 1847. 2 vols.

Mississippi.

Walker's Reports. From 1818 to 1832. 1 vol.
Howard's Reports. From 1834 to 1843. 7 vols.

Smedes & Marshall's Reports. From 1843 to 1849. 12 vols.
Freeman's Chancery Reports. From 1839 to 1843. 1 vol.
Smedes & Marshall's Chancery Reports. From 1840 to 1843. 1 vol.

Missouri.

Missouri Reports. From 1821 to 1846. 9 vols.

New Hampshire.

New Hampshire Reports. From 1816 to 1842. 13 vols.
Nathaniel Adams reported cases from 1816 to 1819, which makes the first volume of N. H. Rep. Levi Woodbury and William Richardson reported the cases from 1819, to 1823; and William Richardson from 1823 to 1832, making the third fourth and fifth volumes of N. H. Rep. They are continued under the direction of the supreme court, and already make thirteen volumes.

New Jersey.

Coxes' Reports. From 1790 to 1795. 1 vol.
Pennington's Reports. From 1806 to 1813. 2 vols.
Southard's Reports. From 1816 to 1820. 2 vols.
Halstead's Reports. From 1821 to 1831. 7 vols.
Green's Reports. From 183@ to 1836. 3 vols.
Harrison's Reports. From 1837 to 1842. 4 vols.
Sexton's Chancery Reports. From 1830 to 1832. 1 vol.
Green's Chancery Reports, 1838 to 1846. 3 vols.
Spencer's Reports. From 1842 to 1845. 1 vol.
Halsted's Chancery Reports. From 1845 to 1846. 1 vol.

New York.

Coleman & Caine's Cases. From 1794 to 1805. 1 vol.
Caine's Reports. From 180,3 to 1805. 3 vols.
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Hall's Reports. For 1828 and 1829. 2 vols.
Hoffman's Vice Chancery Reports. From 1839 to 1840. 1 vol.
Edwards' Vice Chancery Reports. From 1831 to 1842. 3 vols.
Clarke's Vice Chancery Reports. From 1839 to 1841., 1 vol.
Johnson's Cases. From 1799 to 1803. 3 vols.
Johnson's Repoets. From 1806 to 1823. 20 vols.
Cowen's Reports. From 1823 to 1828. 9 vols,
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Sandford's Vice Chancery Reports. From 1843 to 1846. 3 vols.
Barbour's Chancery Reports. From 1845 to 1849. 3 vols.
Barbour's Superior Court. For 1847 and 1848. 4 vols.
Sandford's Superior Court. For 1847 and 1848. 1 vol.
Lockwood's Reversed Cases. From 1799 to 1847. 1 vol.

Comstock's Supreme Court. For 1847 and 1848. 1 vol.

North Carolina

Martin's Reports. 1 vol.
Heywood's Reports. From 1789 to 1806. 2 vols.
Taylor's Reports. From 1789 to 1802. 1 vol.
North Carolina Term Reports, (sometimes bound and lettered are cited as the third Law Repository.) It is a second volume of Reports by John Louis Taylor; it contains cases from 1816 to 1818. 1 vol.
Conference Reports. By Cameron & Norwood. From 1800 to 1804. 1 vol.
Murphy's Reports. From 1804 to 1819. 3 vols.
Carolina Law Repository. From 1813 to 1816. 2 vols.
Hawks' Reports. From 1820 to 1826. 4 vols.
Ruin's Reports, (bound with Hawks' Reports.)
Devereux's Reports. From 1826 to 1834. 4 vols.
Devereux's Equity Reports. From 1826 to 1834. 2 vols.
Devereux & Battle's Reports. From 1834 to 1840. 4 vols.
Deveretlx & Battle's Equity Reports. From 1834 to 1840. 2 vols.
Iredell's Reports, Law. From 1840 to 1849. 9 vols.
Iredell's Reports, Chancery. From 1840 to 1848, 5 vols.

Ohio.

Ohio Reports. 15 vols.
These reports are composed of Hammond's Reports. From 1821 to 1839. 9 vols.
Wright's Reports. From 1831 to 1834. 1 vol.
Wilcox's Reports. From 1840 to 1841. 1 vol.
Stanton's Reports. From 1841 to 1843. 3 vols.
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Pennsylvania State Reports. By Robert M.
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1830 to 1852. 4 vols. By Geo. W. Harris.

South Carolina.

Bay's Reports. From 1783 to 1804. 2 vols.
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Nott & M'Cord's Reports. From 1817 to 1820. 2 vols.
Mills' Constitutional Reports, N. S. For 1817 and 1818. 2 vols.
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Hill's Reports. From 1833 to 1837. 3 vols.
Hill's Chancery Reports. For 1838. 2 vols.
Riley's Chancery Cases. From 1836 to 1887. 1 vol
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Dudley's Law Reports. From 1837 to 1838 1 vol.
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Strobhart's Law Reports. From 1846 to 1848. 3 vols.
Strobhart's Equity Reports. From 1846 to 1848. 2 vols.
Statutes at Large, For 1838. 9 vols.

Tennessee.

Tennessee Reports. From 179i to 1815. 2 vols. These cases were reported by John Overton. They are cited Tenn. Rep. Cooke's Reports. From 1811 to 1814.
1 vol.
Heywood's Reports. From 1816 to 1818. 3 vols. These volumes are numbered three, four, and five, in a series with Judge Heywood's North Carolina Reports, volumes one and two.
Peck's Reports. From 1822 to 1824. 1 vol.
Martin & Yerger's Reports. From 1825 to 1828. 1 vol.
Yerger's Reports. From 1832 to 1837. 10 vols.
Meigs' Reports. From 1838 to 1839. 1 vol.
Humphrey's Reports. From 1839 to 1846. 8 vols.

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N. Chipman's Reports. From 1789 to 1791. 1 vol.
Tyler's Reports. From 1801 to 1803. 2 vols
Brayton's Reports. From 1815 to 1819. 1 vol.
D. Chipman's Reports. Containing Select Cases from N. Chipman's Reports, and cages down to 1825. 2 vols.
Aiken's Reports. For 1826 and 1827. 2 vols.
Vermont Reports. From 1826 to 1846. 18 vols. These reports are composed of Judges Reports, the first 9 vols.
Shaw's Reports. The 10th and part of the 11th vol.
Watson's Reports. Part of 11th, the whole of 12th, 13th, and 14th vols.
Slade's Reports. The 15th vol.

Washburne's Reports. The 16th, 17th, and 18th vols.

Virginia.

Wythe's Chancery Reports. From 1790 to 1795. 1 vol.
Washington's Reports. From 1790 to 1796. 2 vols.
Call's Reports. From 1790 to 1818. 6 vols.
Henning and Mumford's Reports. From 1806 to 1809. 4 vols.
Mumford's Reports. From 1810 to 1820. 6 vols. I
Gilmer's Reports, (sometimes cited Virginia Reports.) During 1820 and 1821.
1 vol.
Randolph's Reports. From 1821 to 1828. 6 vols.
Leigh's Reports. From 1829 to 1841. 12 vols.
Jefferson's Reports. From 1730 to 1772. 1 vol.
Virginia cases. From 1789 to 1826. 2 vols.
The first of these volumes is by Judges Brockenbrough and Holmes, and contains cases decided from 1789 to 1814; the second volume is by Judge Brockenbrough, and contains cases decided from 1815 to 1826.
Robinson's Reports. From 1842 to 1844. 2 vols.
Grattan's Reports. From 1844 to 1848. 5 vols.

Wisconsin.

Burritt's Reports. 1 Vol.

ENGLISH AND IRISH REPORTS.

6. The following is a chronological list of English and Irirh contemporary Reports, alphabetically arranged under each reign.

Henry III. Oct. 19, 1216. Nov. 16, 1272.
Jenkins, Ex., 4, 19, 21.

Edward I. Nov. 16, 1272. July 7, 1307.
Jenkins, Ex., 18, 34.
Keilwey, K. B. and C. P., 6.
Year Book, K. B., C. P. and Exchequer, part 1.

Edward II. July 7, 1307. Jan. 25, 1327.
Jenkins, Ex., 5, 15, 18.
Year Book, K. B., C. P;, and Ex., part I.

Edward III. Jan. 25, 1327., June 21, 1377.
Benloe, K. B. and C. P., 32.
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Year Book: K. B. and C. P., P.,t 3−17, 18, 21 to 28, 38, 89.
Year Book, K. B. and C. P., part 4−40 to 50.
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Richard II. June 21, 1377. Sept. 29, 1399.
Bellewe, K. B. and C. P., 1 to 22.
Jenkins, Ex., I to 22.

Henry IV. Sept. 29, 1399. Mar. 20, 1413.

Jenkins, Ex., 1 to 14.
Year Book, K. B. and C. P., part 6, 1 to 14.

Henry V. Mar. 20, 1413. Aug. 31, 1422.
Jenkins, Ex., 1 to 10.
Year Book, K. B. and C. P., part 6 − 1, 2, 5, 7 to 10.

Henry VI. Aug. 31, 1422. Mar. 4, 1461.
Benloe, K. B. and C. P., 2, 18.
Jenkins, Ex., I to 39.
Year Book, K. B. and C. P., parts 7 and 8 − 4, 7 to 12, 14, 18 to 22, 27, 28, 30 to 39.

Edward IV. Mar. 4, 1461. April 9, 1483.
Jenkins, Ex., 1 to 21.
Year Book, K. B. and C. P., part 9 − 1 to 22.
Year Book, K. B., C. P., and Ex., part 10−5.

Edward V. April 9, 1483. June 22, 1483.
Jenkins, Ex.
Year Book, X. B. and C. P., part 11.

Richard III. June 22, 1483., Aug. 22, 1485.
Jenkins, Ex., 1, 2. 1
Year Book, K. B. and C. P., part 11 − 1, 2.

Henry VII. Aug. 22, 1485. April 22, 1509.
Benloe, K. B. and C. P. 1.
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Keilwey, K. B. and C. P.; 12, 13, 17 to 24.
Moore, K. B. and C. P., Ex. and Chan., 1 to 2
Year Book, K. B, and C. P., part 11 − 1 to 16, 20 to 24.

Henry VIII. April 22, 1509. Jan. 28, 1547.
Anderson, C. P., 25, &c.
Benloe, C. P., 1 to 38.
Benloe, (New), K. B., C. P., and Ex., 22, &c
Benloe, Keilwey and Ashe, K. B., C. P and Ex.
Brooke's New Cases, K. B., C. P., and Exchequer.
Dalison, C. P., 38.
Dyer, K. B., C. P., Ex. and Chan. 4, &c.
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Moore, K. B., C. P., Ex. and Chan., 3.
Year Book, K. B., and C. P., part 11−13, 14, 18, 19, 26, 27, 29 to 38.

Edward VI. Jan, 28, 1547. July 6, 1553.
Anderson, C. P., 1 to 6.
Benloe and Dalison, C. P., 2,
Brooke's New Cases, K. B., C. P. and Ex.
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Dyer, K. B., C. P.; Ex. and Chan. 1 to 6.
Jenkins, Ex., 1 to 6.

Moore, K. B., C. P., Ex. and Chan., 1 to 6.
Plowden, K. B., C. P. and Exchequer, 4 to 6.

Mary. − July 6, 1553. Nov. 17, 1558.

Anderson, C. P., 1 to 6.
Benloe and Dalison, C P., 1 to 5.
Benloe in Keilwey and Ashe, K. B., C. P. a Ex., 1 to 5.
Benloe (New), K. B., C. P. and Ex., 1 to 5.
Booke's New Cases, K. B., C. P., and Ex., 1 to 5.
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Leonard, K. B., C. P., and Ex., 1 to 5.
Owen, K. B. and C. P., 4, 5.
Plowden, K. B., C. P. and Ex., I to 5.

Elizabeth. Nov. 17, 1558. Mar. 24, 1603.

Anderson, C. P., 1 to 45.
Benloe in Keilwey and Ashe, K. B., C. P., and Ex., 2 to 20.
Benloe, K. B., C. P., and Ex., 1 to 17.
Benloe, C. P., 1 to 21.
Brownlow and Goldeshorough, C. P., 11 to 45.
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Godbolt, K. B., &c., 17 to 45.
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Hobart, K. B., &c., a few cases.
Hutton, C. P., 26 to 38.
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Gilbert’s Cases in Law an Equity, 12, 13.
Gilbert, K. B.,.Chan. and Ex., 4 to 43.
Relyng, (Sir J.) Crown Cases, and in K. B.
Lutwyche, C. P., 1, 2.
Modern, K. B., C. P., Ex. and Chan., vol. 6 − 2, 3.
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Modern, K. B., C. P., Ex. and Chan., vol. 10 − 8 to 13.
Modern, K. B., C. P., Ex. and Chan., vol. 11 − 4 to 8.
Parker, Ex., 6 to 12.
Peere Williams, Chan. and K. B., 1 to 13.
Practical Register, C. P.) 3 to 13.
Precedents in Chancery, 1 to 13.
Raymond, (Lord) K. B. and C. P., 1 to 13.
Reports in Chancery, 4 to 8.
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Robertson’s App. Cases, 5 to 13.
Salkeld, K.,B., C. P., Ex. and Chan., 1 to 10.
Session Cases, K. B., 9 to 13
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George I. Aug. 1, 1714. June 11, 1727.
Barnardiston, K. B., 12, 13. This book is said to be "not of much authority;" Dougl. 333, n.; "of still less authority than 10 Mod.;" Dougl. 669, n; "a bad reporter." 1, East, 642, n.

Brown's Parliamentary Cases, 1 to 13.
Bunbury, Ex., 1 to 13. Mr. Bunbury never meant that those cases should be published; they are very loose notes. 5 Burr. 2568.
Cases concerning Settlements, K. B., 1 to 13.
Cases of Practice, C. P., 1 to 13.
Comyns, K. B., C. P., Ex. Chanc. and before the Delegates, 1 to 13.
Dickens, Chan., 1 to 13.
Fortescue, K.@ B., C. P., Ex. and Chan., 1 to 13.
Gilbert, K. B., Chan. and Ex., 1 to 12.
Modern, K. B., C. P., Ex.,and Chan., vols. 8 and 9 − 8 to 12.
Modern, K. B., C. P.,. Ex., and Chan., vol. 10 − 1 to 11.
Mosely' Chan., 12, 13.
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Select Cases in Chan., 10 to 12.
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Strange, K. B., C. P., Ex. and Chan., 2 to 13.
Vernon, Chan. 1 to 5.

George II. June 11, 1727. Oct. 25, 1760.

Ambler, Chap. and Ex. 11 to 34.
Andrews, K. B., 11, 12.
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Barnardiston, C. B., 1 to 7.
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Barnes, C. P., 5 to 34.
Belt's Supplement to Vesey, Chan., 20 to 28.
Blackstone (Wm.) K. B. and C. P., 20 to 24, and 30 to 34. These reports are said not to be very accurate, per Lord Mansfield, Doug. 92, n.
Brown's Parl. Cases, 1 to 34.
Bunbury, Ex., 1 to 14.
Burrow's K. B., 30 to 34.
Burrow's Settlement Cases, K. B., 5 to 34.
Cases of Settlement, K. B., 1 to 5.
Cases of Practice, K. P., 1 to 20.
Cases temp. Talbot, Chan. K. B., C. P., 7, 10.
Comyns, Ex., Chan. and before the Delegates, 1 to 13.
Cunningham, K. B., 7, 8.
Dickens, Chan., 1 to 34. Mr. Dickens was a very attentive and diligent register; but his notes being rather loose, are not to be considered as of very high authority, per Lord Redesdale, 1 Sch. & Lef. 240. Vide also Sug. Vend. 146.
Eden, Chan., 30 to 34.
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Leach, Crown Cases, 4 to 34.
Lee, (Sir Geo.) Ecclesiastical, 25 to 32.
Moseley, Chan., 1 to 3.
Parker, Fx , 16 to 34.
Peere Williams, Chan. and K. B., 1 to 8.
Practical Register, C. P., I to 15.
Raymond, (Lord) K. B. and C. P., 1 to 6.
Reports temp. Hardwicke, K. B., 7, 10.
Robertson's Appeal Cases, a few.
Sayer, K. B., 25 to 29.
Select Cases in Chancery, 6.
Sessions Cases, K. B., 1 to 20.
Strange, K. B., C. P., Ex. and Chan., 1 to 21.
Vesey, (sen.) Chan., 20 to 28.
Willes, C. P., Exch., Chan. and House of Lords. 11 to 32.
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George III. Oct. 25, 1762. Jan. 29, 1820.

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Anstruther, Ex., 32 to 37.
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Blackstone, (Sir W.) K. B. and C.,P., 1 to 20.
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Burrow, Settlement Cases, K. B., 1 to 16.
Caldecot, Settlement Cases, K. B., 17 to 26.
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Wilson & Shaw. H. of Lords, 1 to
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Younge, Equity Exch., 1 to
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Adolphus & Ellis, K. B.
Adolphus & Ellis, New Series.
Alcock & Napier, K. B., (Ireland)
Alcock's REgistry Cases.
Armstrong & Mercartney, N. P. (Ireland)
Baron & Austin, Election Cases.
Baron & Arnold, Election Cases.
Beavan, Rolls Court.
Bells, Appeal Cases to H. of L., (Ireland)
Bell, Murray, Young & Tennent, Session Cases, (Ireland)
Brown, High Court of Justiciary, (Ireland.)
Bingham, C. P., 1 to
Bligh, House of Lords.
Bligh, New Series.
Carrington & Kirwan, N. P.
Carrington & Marshman, N. P., C. P. and Exch.
Carrington & Payne, N. P., Q. P., C. P. Exch.
Carrow, Hammerton & Allen, Magistrates' Cases.,
Clark & Finnelly, H. of Lords.
Collyer, Chancery.
Connor & Lawson, Chancery, (Ireland.)
Cooper, Chancery Practice Caset.
Cooper tempore Brougham, Chancery.
Craig & Phillips, Chancery.
Crawford & Dix, Abridged Cases in all the Courts, (Ireland.)
Crawford & Dix, Circuit Cases, (Ireland)
Curtis, Ecclesiastical.

Davison & Manning, Q. B.
Deacon, Bankruptcy.
Denison, Crown Cases, reserved.
De Gex & Smales, Chancery.
Dow & Clark, H. of L.
Dowling & Lowndes, Points of Practice.
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Drury & Walsh, Chancery, (Ireland)
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Dunlap, Bell, Murray, Sessions Cases, (Ireland)
Dunlap, BeIl, Murray & Donaldson, Sessions cases, (Ireland.)
Exchequer Reports, by Welshy, Hurstone & Gordon.
Falconer & Fitzherbert, Election.
Flanagan & Kelle, Rolls, (Ireland.)
Gale & Davison, K. B.
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Jebb & Bourke, Q. B., (Ireland.)
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Jones & Latouche, Q. B., (Ireland.)
Jones Exchequer, (Ireland.)
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Keen, Rolls.
Law Recorder, in all the Courts, (Ireland.)
Longfield & Townsend, Exch., (Ireland.)
McLean & Robinson, H. of L (Ireland.)
Manning & Granger, C. P.
Manning, Granger & Scott, C. P.
Meeson & Welshy, Exch.
Montagu & Ayrton, Bankruptcy.
Montagu & Chitty, Bankruptcy.
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Moody, N. P. and Crown Cases.
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Moore, East India Appeals.
Moore, Privy Council.
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Neville & Perry, K. B.
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Sausse & Scully, Rolls, (Ireland.)
Scott, C. P.
Scott, New Series.
Shaw & Maclean, House of Lords.
Smyth; C. P., (Ireland.)
Simons, Vice−Chancellor.
Welsh, Registry Cases, (Ireland.)

West, Parl. Reports.
Younge & Collyer, Equity Ex.

REPRESENTATIVE. One who represents or is in the place of another.

2. In legi4lation, it signifies one who has been elected a moraber of that branch of the legislature called the house of representatives.

3. A representative of a deceased person, sometimes called a "personal representative," or legal personal representative," is one who is executor or administrator of the person described. 6 Madd. 159; 5 yes. 402.

REPRESENTATIVE DEMOCRACY. A form of government where the powers of the sovereignty are delegated to a body of men, elected from time to time, who exercise them for the benefit of the whole nation. 1 Bouv. Inst. n. 31.

TO REPRESENT. To exhibit; to expose before the eyes: to represent a thing is to produce it publicly. Dig. 10, 4, 2, 3.

REPRESENTATION, insurances. A representation is a collateral statement, either by writing not inserted in the policy, or by parol, of such facts or circumstances relative to the proposed adventure, as are necessary to be communicated to the underwriters, to enable them to form a just estimate of the risk.

2. A representation, like a warranty, may be either affirmative, as where the insured avers the existence of some fact or circumstance which may affect the risk; or promissory, as where he engages the performance of, something executory.

3. There is a material difference between a representation and a warranty.

4. A warranty, being a condition upon which the contract is to take effect, is always a part of the written policy, and must appear on the face of it. Marsh. Ins. c. 9, _2. Whereas a representation is only a matter of collateral information or intelligence on the subject of the voyage insured, and makes no part of the policy. A warranty being in the nature of a condition precedent, must be strictly and literally complied with; but it is sufficient if the representation be true in substance, whether a warranty be material to the risk or not, the insured stakes his claim of indemnity upon the precise truth of it, if it be affirmative, or upon the exact performance of it, if executory; but it is sufficient if a representation be made without fraud, and be not false in any material point, or if it be substantially, though not literally, fulfilled. A false warranty avoids the policy, as being a breach of the condition upon which the contract is to take effect; and the insurer is not liable for any loss though it do not happen in consequence of the breach of the warranty; a false representation is no breach of the contract, but if material, avoids the policy on the ground of fraud, or at least because the insurer has been misled by it. Marsh. Insur. B. 1, c. 10, s. 1; Dougl. R. 247: 4 Bro. P. C. 482.

See 2 Caines' R. 155; 1 Johns. Cas. 408; 2 Caines' Cas. 173, n.; 3 Johns. Cas. 47; 1 Caines' Rep. 288; 2 Caines' R. 22; Id. 329; Sugd. Vend. 6; Bouv. Inst. Index, h. t. and Concealment; Misrepresentation.

REPRESENTATION, Scotch law. The name of a plea or statement presented to a lord ordinary of the court of sessions, when his judgment is brought under review.

REPRESENTATION OF PERSONS; A fiction of the law, the effect of which is to put the representative in the place, degree, or right of the person represen−ted.

2. The heir represents his ancestor. Bac. Abr. Heir and Ancestor, A. The devisee, his testator; the executor, his testator; the administrator, his intestate; the successor in corporations, his predecessor. And generally speaking they are entitled to the rights of the persons whom they represent, and bound to fulfil the duties and obligations, which were binding upon them in those characters.

3. Representation was unknown to the Romans, and was invented by the commentators and doctors of the civil law. Toull. Dr. Civ. Fr. liv. 3, t. 1, c. 3, n. 180. Vide Ayl. Pand. 397; Dall. Diet. mot Succession, art. 4, _2.

REPRIEVE, crim. law practice. This term is derived from reprendre, to take back, and signifies the withdrawing of a sentence for an interval of time, and operates in delay of execution. 4 Bl. Com. 394. It is granted by the favor of the pardoning power, or by the court who tried the prisoner.

3. Reprieves are sometimes granted ex necessitate legis; for example, when a woman is convicted of a capital offence, after judgment she may allege pregnancy in delay of execution. In order, however, to render this plea available she must be quick with child, (q. v.) the law presuming, perhaps absurdly enough, that before that period, life does not commence in the foetus. 3 Inst. 17; 2 Hale, 413; 1 Hale, 368; 4 Bl. Com. 395.

4. The judge is also bound to grant a reprieve when the prisoner becomes insane. 4 Harg. St. Tr. 205, 6; 3 Inst. 4;

Hawk B. 1, c. 1, s. 4; 1 Chit. Cr. Law, 757.

REPRIMAND, punishment. The censure which in some cases a public office pronounces against an offender.

2. This species of punishment is used by legislative bodies to punish their members or others who have been guilty of some impropriety of conduct towards them. The reprimand is usually pronounced by the speaker.

REPRISALS, war. The forcibly taking a thing by one nation which belonged to another, in return or satisfaction for a injury committed by the latter on the former. Vatt. B., 2, ch. 18, s. 342; 1 Bl. Com. ch. 7.

2. Reprisals are used between nation and nation to do themselves justice, when they cannot otherwise obtain it. Congress have the power to grant letters of marque (q. v.) and reprisal. Const. art. 1, s. 8 cl. 11.

3. Reprisals are made in two ways either by embargo, in which case the act is that of the state; or, by letters of marque and reprisals, in which case the act is that of the citizen, authorized by the government. Vide 2 Bro. Civ. Law, 334.

4. Reprisals are divided into negative, when a nation refuses to fulfil a perfect obligation, which it has contracted, or to permit another state to enjoy a right which it justly claims; or positive, when they consist in seizing the persons and effects belonging to the other nation, in order to obtain satisfaction.

5. They are also general or special. They are general when a state which has received, or supposes it has received an injury from another nation delivers commissions to its officers and subjects to take the persons and property belonging to the other nation, in retaliation for such acts, wherever they may be found. It usually amounts to a declaration of war. Specia reprisals are such as are granted in times of peace, to particular individuals who have suffered an injury from the citizens or subjects of the other nation. Bynker. Quaest. Jur. Pub. lib. 1, Duponce, au's Translation, p. 182, note; Dall. Diet. Prises maritimes, axt. 2, _5.

6. The property seized in making reprisals is preserved, while there is any hope of obtaining satisfaction or justice, as soon as that hope disappears, it is confiscated, and then the reprisal is complete. Vattel, B. 2, c. 18, _342.

REPRISES. The deductions and payments out of lands, annuities, and the like, are called reprises, because they are taken back; when we speak of the clear yearly value of an estate, we say it is worth so much a year ultra reprises, besides all reprises.

2. In Pennsylvania, lands are not to be sold when the rents can pay the encumbrances in seven years, beyond all reprises.

REPROBATION, eccl. law. The propounding exceptions either against facts, persons or things; as, to allege that certain deeds or instruments have not been duly and lawfully executed; or that certain persons are such that they are incompetent as witnesses; or that certain things ought not for legal reasons to be admitted.

REPUBLIC. A commonwealth; that form of government in which the administration of affairs is open to all the citizens. In another sense, it signifies the state, independently of its form of government. 1 Toull. n. 28, and n. 202, note. In this sense, it is used by Ben Johnson. Those that, by their deeds make it known, whose dignity they do sustain; And life, state, glory, all they gain, Count the Republic's, not their own, Vide Body Politic; Nation; State.

REPUBLICAN GOVERNMENT. A government in the republican form; a government of the people; it is usually put in opposition to a monarchical or aristocratic government.

2. The fourth section of the fourth article of the constitution, directs that "the United States shall guaranty to every state in the Union a republican form of government." The form of government is to be guarantied, which supposes a form already established, and this is the republican form of government the United States have undertaken to protect. See Story, Const. _1807.

REPUBLICATION. An act done by a testator from which it can be concluded that be intended that an instrument which had been revoked by him, should operate as his will; or it is the re−execution of a will by the testator, with a view of giving it full force and effect.

2. The republication is express or implied. It is express when there has been an actual re−execution of it; 1 Ves. 440; 2 Rand. R. 192; 9 John, R. 312; it is implied when, for example, the testator by a codicil executed according to the statute of frauds, reciting that he had made his will, added, "I hereby ratify and confirm my said will, except in the alterations after mentioned." Com. R. 381.; 3 Bro. P. C. 85, The will might be at a distance, or not in the power of the testator, and it may be thus republished. 1 Ves. 437; 3 Bing. 614; 1 Ves. jr. 486; 4 Bro. C. C. 2.

3. The republication of a will has the effect; 1st. To give it all the force of a will made at the time of the republication; if, for example, a testator by his will devise "all his lands in A," then revokes his will, and

afterwards buys other lands in A, the republication, made after the purchase, will pass all the testator's lands in A. Cro. Eliz. 493. See 1 P. Wms. 275. 2d. It sets up a will which had been revoked. See, generally, 2 Hill. Ab. 509; 3 Lomax, Dig. tit. 28, c. 6; 2 Bouv. Inst. n. 216 4.

TO REPUDIATE. To repudiate a right is to express in a sufficient manner, a determination not to accept it, when it is offered.

2. He who repudiates a right cannot by that act transfer it to another. Repudiation differs from renunciation in this, that by the former he who repudiates simply declares that he will not accept, while he who renounces a right does so in favor of another. Renunciation is however sometimes used in the sense of repudiation. See To Renounce; Renunciation; Wolff, Inst. 339.

REPUDIATION. In the civil law this term is used to signify the putting away of a wife or a woman betrothed.

2. Properly divorce is used to point out the separation of married persons; repudiation, to denote the separation either of married people, or those who are only affianced. Divortium est repudium et separatio maritorum; repodium est renunciatio sponsalium, vel etiam est divortium. Dig. 50, 16, 101, 1. Repudiation is also used to denote a determination to have nothing to do with any particular thing; as, a repudiation of a legacy, is the abandonment of such legacy, and a renunciation of all right to it.

3. In the canon law, repudiation is the refusal to accept a benefice which has been conferred upon the party repudiating.

REPUGNANCY, contracts. That which in a contract, is inconsistent with something already contracted for; as, for example, where a man by deed grants twenty acres of land, excepting one, this latter clause is repugnant, and is to be rejected. But if a farm or tract of land is conveyed by general terms, in exception of any number of acres, or any particular lot, it is not repugnant, but valid. 4 Pick. 54; Vide 3 Pick. 272; 6 Cowen, 677.

REPUGNANCY, pleading. Where the material facts stated in a declaration or other pleading, are inconsistent one with another for example, where in an action of trespass, the plaintiff declared for taking and carring away certain timber, lying in a certain place, for the completion of a house then lately built; this declaration was considered bad, for repugnancy; for the timber could not be for the building of a house already built. 1 Salk. 213.

2. Repugnancy of immaterial facts, and what is merely redundant, and which need not have been put into the sentence, and contradicting what was before alleged, will not, in general, vitiate the pleading. Gilb. C. P. 131; Co. Litt. 303 b; 10 East, R. 142; 1 Chit. Pl. 233. See Lawes, Pl. 64; Steph. Pl. 378; Com. Dig. Abatement H 6; 1 Vin. Ab. 36; 19 Id. 45; Bac. Ab. Amendment, &c. E 2 Bac. Ab. Pleas, Ac. I 4 Vin. Ab. h. t.

REPUGNANT. That which is contrary to something else; a repugnant condition is one contrary to the contract itself; as, if I grant you a house and lot in fee, upon condition that you shall not aliens, the condition is repugnant and void. Bac. Ab. Conditions, L.

REPUGNANT CONDITION. One which is contrary to the contract itself; as, if I grant you a house and lot in fee, upon condition that you shall not aliens, the condition is repugnant and void, as being consistent with the right granted.

REPUTATION, evidence. The opinion generally entertained by persons who know another, as to his character, (q. v.) or it is the opinion generally entertained by person; who know a family as to its pedigree, and the like.

2. In general, reputation is evidence to prove, 1st. A man's character in society. 2d. A pedigree. (q. v.) 3d. Certain prescriptive or customary rights and obligations and matters of public notoriety. (q. v.) But as such evidence is in its own nature very weak, it must be supported. 1st. When it relates to the exercise of the right or privilege, by proof of acts of enjoyment of such right or privilege, within the period of living memory; 1 Maule & Selw. 679; 5 T. R. 32; afterwards evidence of reputation may be given. 2d. The fact must be of a public nature. 3d. It must be derived from persons likely to know the facts. 4th. The facts must be general and, not particular. 5th. They must be free from suspicion. 1 Stark. Ev. 54 to 65. Vide 1 Har. & M'H. 152; 2 Nott & M'C. 114 5 Day, R. 290; 4 Hen. & M. 507; 1 Tayl. R. 121; 2 Hayw. 3; 8 S. & R. 159; 4 John. R. 52; 18 John. R. 346; 9 Mass. R. 414; 4 Burr. 2057; Dougl. 174; Cowp. 594; 3 Swanst. 400; Dudl. So. Car. R. 346; and arts. Character; Memory.

REQUEST, contracts. A notice of a desire on the part of the person making it, that the other party shall do something in relation to a contract.

2. In general when a debt exists payable immediately, the law does not impose on the creditor to make a request of payment. But when by the express terms of a contract, a request is necessary, it must be made. And in some cases where there is no express agreement a request is also requisite; as where A sells a horse to B to be paid for on delivery, a demand or request to deliver must be made before B can sustain an action; 5 T. R. 409; 1 East, 209;

or, it must be shown that A has incapacitated himself to deliver the horse because he has sold the horse to another person. 10 East. 359; 5 B. & A. 712. On a general promise to marry, a request must be made before action, unless the proposed defendant has married another. 2 Dow. & Ry. 55. Vide Demand.

3. A request, like a notice, ought to be in writing and state distinctly what is required to be done without any ambiguous terms. 1 Chit. Pr. 497, 498.

REQUEST, pleading. The statement in the plaintiff's declaration that a demand or request has been made by the plaintiff from the defendant, to do some act which he was bound to perform, and for which the action is brought.

2. A request is general or special. The former is called the licet saepius requisitus, (q. v.) or "although often requested so to do;" though generally inserted in the common breach to the money counts, it is of no avail in pleading, and the omission of it will not vitiate the declaration. 2 Hen. Bl. 131; 1 Bos. & Pull. 59, 60; and see 1 John. Cas. 100. Whenever it is essential to the cause of action, that the plaintiff should have requested the defendant to perform his contract, such request must be stated in the declaration and proved. The special request must state by whom, and the time and place when it was made, in order that the court may judge of its sufficiency. 1 Str. 89. , Vide Com. Dig. Pleader, C 69, 70; 1 Saund. 33; 2 Ventr. 75; 3 Bos. & Pull. 438; 3 John. R. 207; 1 John. Cas. 319; 10 Mass. R. 230; 3 Day's R. 327; and the articles Demand; Licet saepius requisitus.

REQUEST NOTES, Engl. law. Certain notes or requests from persons amenable to the excise laws, to obtain a permit for removing any excisable goods or articles from one place to another.

REQUISITION. The act of demanding a thing to be done by virtue of some right. 2. The constitution of the United States, art. 4, s. 2, provides that fugitives from justice shall be delivered up to the authorities of the state from which they are fugitives, on the demand of the executive from such state. The demand made by the governor of one state on the governor of another for a fugitive is called a requisition.

RES, property. Things. The terms "Res," "Bona," "Biens," used by jurists who have written in the Latin and French languages, are intended to include movable or personal, as well as immovable or real property. 1 Burge, Confl. of Laws, 19. See Biens; Bona; Things.

RES GESTA, evidence. The subject matter; thing done.

2. When it is necessary in the course of a cause to inquire into the nature of a particular act, or the intention of the person who did the act, proof of what the person said at the time of doing it, is admissible evidence, as part of the res gesta, for the purpose of showing its true character. On an indictment for a rape, for example, what the girl said so recently after the fact as to exclude the possibility of practising on her, has been held to be admissible evidence, as a part of the transaction. East, P. C. 414; 2 Stark. Cas. 241; 1 Stark. Ev. 47; 1 Phil. Ev. 218: Bouv. Inst. Index, h. t.

RES INTEGRA. An entire thing; an entirely new or untouched matter. This term is applied to those points of law which have not been decided, which are "untouched by dictum or decision." 3 Meriv. R. 269; 1 Burge on the Confl. of Laws, 241.

RES INTER ALIOS ACTA, evidence. This is a technical phrase which signifies acts of others, or transactions between others.

2. Neither the declarations nor any other acts of those who are mere stran−gers, or, as it is usually termed, any res inter alios ada, are admissible in evidence against any one when the party against whom such acts are offered in evidence, was privy to the act, the objection ceases; it is no longer res inter alios. 1 Stark Ev. 52; 3 Id 1300.

RES TUDIC ATA, practice. The decision of a legal or equitable issue, by a court of competent jurisdiction.

2. It is a general principle that such decision is binding and conclusive upon all other courts of concurrent power. This principle pervades not only our own, but all other systems of jurisprudence, and has become a rule of universal law, founded on the soundest policy. If, therefore, Paul sue Peter to recover the amount due to him upon a bond and on the trial the plaintiff fails to prove the due execution of the bond by Peter, in consequence of which a verdict is rendered for the defendant, and judgment is entered thereupon, this judgment, till reversed on error, is conclusive upon the parties, and Paul cannot recover in a subsequent suit, although he may then be able to prove the due execution of the bond by Peter, and that the money is due to him, for, to use the language of the civilians, res judicata facit ex albo nigrum, ex nigro album, ex curvo redum, ex recto curvum.

3. The constitution of the United States and the amendments to it declare, that no fact, once tried by a jury, shall be otherwise reexaminable in any court of the United States than according to the rules of the common law. 3 Pet. 433; Dig. 44, 2; and Voet, Ibid; Kaime's Equity, vol. 2, p. 367; 1 Johns. Ch. R. 95; 2 M. R. 142; 3 M. R. 623; 4 M. R. 313, 456, 481; 5 M. R. 282, 465; 9 M. R. 38; 11 M. R. 607; 6 N. S. 292; 5 N. S. 664; 1 L. R. 318; 8 L. R.

187; 11 L. R. 517. Toullier, Droit Civil Francais, vol. 10, No. 65 to 259.

4. But in order to make a matter res judicata there must be a concurrence of the four conditions following, namely: 1. Identity in the thing sued for. 2. Identity of the cause of action; if, for example, I have claimed a right of way over Blackacre, and a final judgment has been rendered against me, and afterwards I purchase Blackacre, this first decision shall not be a bar to my recovery, when I sue as owner of the land, and not for an easement over it, which I claimed as a right appurtenant to My land Whiteacre. 3. Identity of persons and of parties to the action; this rule is a necessary consequence of the rule of natural justice: ne inauditus condemnetur. 4. Identity of the quality in the persons for or against whom the claim is made; for example, an action by Peter to recover a horse, and a final judgment against him, is no bar to an action by Peter, administrator of Paul, to recover the same horse. Vide, Things adjudged.

RES MANCIPI, Rom. civ. law. Those things which might be sold and alienated, or the property of them transferred from one person to another. The division of things in to res mancipi and res nec mancipi, was one of ancient origin, and it continued to a late period in the empire. Res mancipi (Ulph. Frag. xix.) are praedia in italico solo, both rustic and urban also, jura rusticorum praediorum or servitutes, as via, iter, aquaeductus; also slaves, and four−footed animals, as oxen, horses, &c., qum collo dorsove domantur. Smith, Diet. Gr. and Rom. Antiq. To this list, may be added children of Roman parents, who were, according to the old law, res mancipi. The distinction between res mancipi and nec mancipi was abolished by Justinian in his code. Id.; Coop. Ins. 442.

RES NOVA. Something new; something not before decided.

RES NULLIUS. A thing which has no owner. A thing which has been abandoned by its owner is as much res nullius as if it had never belonged to any one.

2. The first possessor of such a thing becomes the owner, res nullius fit primi occupantis. Bowy. Com. 97.

RES PERIT DOMINO. The thing is lost to the owner. This phrase is used to express that when a thing is lost or destroyed, it is lost to the person who was the owner of it at the time. For example, an article is sold; if the seller have perfected the title of the buyer so that it is his, and it be destroyed, it is the buyer's loss; but if, on the contrary, something remains to be done before the title becomes vested in the buyer, then the loss falls on the seller. See Risk.

RES UNIVERSATIS. Those things which belong to cities or municipal corporations are so called; they belong so far to the public that they cannot be appropriated to private use; such as public squares, market houses, streets, and the like. 1 Bouv. Inst. n. 446.

RESALE. A second sale made of an article; as, for example, if A sell a horse to B, and the latter not having paid, for him, refuse to take him away, when by his contract he was bound to do so, and then A sells the horse to C.

2. The effect of a resale, is not always to annul the first sale, because, as in this case, B would be liable to A for the difference of the price between the sale and resale. 4 Bing. 722; Blackb. on Sales, 336; 4 M. & G. 898.

RESCEIT. The act of receiving or admitting a third person to plead his right in a cause commenced by two; as when an action is brought against a tenant for life or term of years, the reversioner is allowed to defend. Cowell.

RESCEIT or RECEIT. The admission or receiving of a third person to plead his right in a cause formerly commenced between two other persons; as, when an action is brought against a tenant for life or years, or any other particular tenant, and he makes default, in such case the reversioner may move that he may be received to defend his right, and to plead with the demandant. Jacob, L. D. h. t. Resceit is also applied to the admittance of a plea, when the controversy is betweeen the same two persons. Co. Litt. 192; 3 Nels. Ab. 146.

RESCISSION OF A CONTRACT. The destruction or annulling of a contract.

2. The right to rescind a contract seems to suppose not that the contract has existed only in appearance; but that it has never had a real existence on account of the defects which accompanied it; or which prevented its actual execution. 7 Toul. n. 551 17 Id. n. 114.

3. A contract cannot, in general, be rescinded by one party unless both parties can be placed in the same situation, and can stand upon the same terms as existed when the contract was made. 5 East, 449; 15 Mass. 819; 5 Binn. 355; 3 Yeates, 6. The most obvious instance of this rule is, where one party by taking possession, &c., has received a partial benefit from the contract. Hunt v. Silk. 5 East, 449.

4. A contract cannot be rescinded in part. It would be unjust to destroy a contract in toto, when one of the parties has derived a partial benefit, by a performance of the agreement. In such case it seems to have been the practice formerly to allow the vendor to recover the stipulated price, and the vendee to recover, by a cross−action, damages for the breach of the contract. 7 East, 480, in the note. But according to the later and more convenient

practice, the vendee, in such case, is allowed in an action for the price, to give evidence of the inferiority of the goods in reduction of damages, and the plaintiff who has broken his contract is not entitled to recover more than the value of the benefit the defendant has actually derived from the goods or labor; and when the latter has derived no benefit, the plaintiff cannot recover at all. Stark. on Evidence, part 4, tit. Goods sold and delivered; Chitty on Contr. 276.

5. A sale of land, by making a deed for the same, and receiving security for the purchase money, may be rescinded before the deed has been recorded, by the purchaser surrendering the property and, the deed to the buyer, and receiving from him the securities he had given; in Pennsylvania, these acts revest the title in the original owner. 4 Watts, 196, 199. But this appears contrary to the current of decisions in other states and in England. 4 Wend. 474; 2 John. 86; 5 Conn. 262; 4 Conn. 350; 4 N. H. Rep. 191; 9 Pick. 105; 2 H. Bl. 263, 264; Pre. in− Chan. 235; 6 East, 86; 4 B. & A. 672. See 7 East, 484; 1 Mass. R. 101 14 Mass. 282; Whart on's Dig. 119, 120 10 East, 564; 1 Campb. 78, 190; 3 Campb. 451; 3 Starkie, 32; 1 Stark. R. 108; 2 Taunt. 2; 2 New Rep. 136; 6 Moore, 114; 3 Chit. Com. L. 153; 1 Saund. 320, b. note; l Mason, 437; 1 Chip. R. 159; 2 Stark. Ev. 97, 280 8 lb. 1614, 1645 3 New Hamp. R. 455; 2 South, R. 780 Day's note to Templer v. McLachlan, 2 N. R. 141; 1 Mason, 93; 20 Johns. 196; 5 Com. Dig. 631, 636; and Com. Dig. Action upon the case upon Assumpsit, A 1, note x, .p. 829, for a very full note; Com. Dig. Biens, D 3, n. s.

6. As to the cases where a contract will be rescinded in equity on the ground of mistake, see Newl. Cont. 432; or where heirs are dealing with, their expectancies, lbid. 435; sailors with their prize money, Ibid. 443; children dealing with their parents, Ibid. 445; guardians with their wards, Ibid. 448; attorney with his client, Ibid. 453; cestui que trust, with trustee, Ibid. 459; where contracts are rescinded on account of the turpitude of their consideration, Ibid. 469; in fraud of marital rights, Ibid. 424 in fraud of marriage agreement, Ibid. 417 on account of imposition, Ibid. 351; in fraud of creditors, lb. 369; in fraud of purchasers, Ib. 391; in fraud of a deed of composition by creditors, lb. 409.

RESCOUS, crim. law, torts. This word is used synonymously with rescue, (q. v.) and denotes the illegal taking away and setting at liberty a distress taken, or a person arrested by due process of law. Co. Litt. 160.

2. In civil cases when a defendant is rescued the officer will or will not be liable, as the process under which the arrest is made, is or is not final. When the sheriff executes a fi. fa. or ca. sa. he may take the posse comitatus; Show. 180; and, neglecting to do so, he is responsible; but on mesne or original process, if the defendant rescue himself, vi et armis, the sheriff is not answerable. 1 Holt's R. 537; 3 Engl. Com. Law Rep. 179, S. C. Vide Com. Dig. h. t.; Yelv. 51; 2 T. R. 156; Woodf. T. 521 Bac. Ab. Rescue, D; Doct. Pl. 433.

RESCRIPT, conv. A counterpart.

2. In the canon law, by rescripts are understood apostolical letters, which emanate from the pope, under whatever form they may be. The answers of the pope in writing are so called. Diet. Dr. Can. h. v. Vide Chirograph; Counterpart; Part.

RESCRIPTION, French law. A rescription is a letter by which the maker requests some one to pay a certain sum of money, or to account for him to a third person for it. Poth. Du Contr. de Change, n. 225.

2. According to this definition, bills of exchange are a species of rescription. The difference appears to be this, that a bill of exchange is given when there has been a contract of exchange between the drawer and the payee; whereas the rescription is sometimes given in payment of debt, and at other times it is lent to the payee. Id.

RESCRIPTS, civ. law. The answers of the prince at the request of the parties respecting some matter in dispute between them, or to magistrates in relation to some doubtful matter submitted to him.

2. The rescript was differently denominated, according to the character of those who sought it. They were called annotations or subnotations, when the answer was given at the request of private citizens; letters or epistles, when he answered the consultation of magistrates; pragmatic sanctions, when he answered a corporation, the citizens of a province, or a municipality. Lecons El. du Dr. Rom. _53; Code, 1, 14, 3.

RESCUE, crim. law. A forcible setting at liberty against law of a person duly arrested. Co. Litt. 160; 1 Chitty's Cr, Law, *62; 1 Russ. on Cr. 383. The person who rescues the prisoner is called the rescuer.

2. If the rescued prisoner were arrested for felony, then the rescuer is a felon; if for treason, a traitor; and if for a trespass, he is liable to a fine as if he had committed the original offence. Hawk. B. 5, c. 21. If the principal be acquitted, the rescuer may nevertheless be fined for the misdemeanor in the obstruction and contempt of public justice. 1 Hale, 598.

3. In order to render the rescuer criminal, it is necessary he should have knowledge that the person whom he sets

at liberty has been apprehended for a criminal offence, if he is in the custody of a private person; but if he be under the care of a public officer, then he is to take notice of it at his peril. 1 Hale, 606.

4. In another sense, rescue is the taking away and setting at liberty, against law, a distress taken for rent, or services, or damage feasant. Bac. Ab. Rescue, A.

5. For the law of the United States on this subject, vide Ing. Dig. 150. Vide, generally, 19 Vin. Ab. 94.

RESCUE, mar. war. The retaking by a party captured of a prize made by the enemy. There is still another kind of rescue which partake's of the nature of a recapture; it occurs when the weaker party before he is overpowered, obtains relief from the arrival of fresh succors, and is thus preserved from the force of the enemy. 1 Rob. Rep. 224; 1 Rob. Rep. 271.

2. Rescue differs from recapture. (q. v.) The rescuers do not by the rescue become owners of the property, as if it had been a new prize − but the property is restored to the original owners by the right of postliminium. (q. v.)

RESCUSSOR. The party making a rescue, is sometimes so called, but more properly he is a rescuer.

RESERVATION, contracts. That part of a deed or other instrument which reserves a thing not in esse at the time of the grant, but newly created. 2 Hill. Ab. 359; 3 Pick. R. 272; It differs from an exception. (q. v.) See 4 Verm. 622; Brayt. R. 230; 9 John. R. 73; 20 John, R. 87; 3 Ridg. P. C. 402; Co. Litt. 43 a; 2 Tho Co. Litt. 412

RESET OF THEFT, Scotch law. The receiving and keeping of stolen goods knowing them to be stolen, with a design of feloniously retaining them from the real owner. Alis. Pr. Cr. 328.

RESETTER, Scotch law. A receiver of stolen goods, knowing them to have been stolen.

RESIANCE. A man's residence or permanent abode. Such a man is called a resiant. Kitch. 33.

RESIDENCE. The place of one's domicil. (q. v.) There is a difference between a man's residence and his domicil. He may have his domicil in Philadelphia, and still he may have a residence in New York; for although a man can have but one domicil, he may have several residences. A residence is generally tran−sient in its nature, it becomes a domicil when it is taken up animo manendi. Roberts; Ecc. R. 75.

2. Residence is prima facie evidence of national character, but this may at all times be explained. When it is for a special purpose and transient in its nature, it does not destroy the national character.

3. In some cases the law requires that the residence of an officer shall be in the district in which he is required to exercise his functions. Fixing his residence elsewhere without an intention of returning, would violate such law. Vide the cases cited under the article Domicil; Place of residence.

RESIDENT, international law. A minister, according to diplomatic language, of a third order, less in dignity than an ambassador, or an envoy. This term formerly related only to the continuance of the minister's stay, but now it is confined to ministers of this class.

2. The resident does not represent the prince's person in his dignity, but only his affairs. His representation is in reality of the same nature as that of the envoy; hence he is often termed, as well as the envoy, a minister of the second order, thus distinguishing only two classes of public ministers, the former consisting of ambassadors who are invested with the representative character in preeminence, the latter comprising all other ministers, who do not possess that exalted character. This is the most necessary distinction, and indeed the only essential one. Vattel liv. 4, c. 6, 73.

RESIDENT, persons. A person coming into a place with intention to establish his domicil or permanent residence, and who in consequence actually remains there. Time is not so essential as the intent, executed by making or beginning an actual establishment, though it be abandoned in a longer, or shorter period. See 6 Hall's Law Journ. 68; 3 Hagg. Eccl. R. 373; 20 John. 211 2 Pet. Ad. R. 450; 2 Scamm. R. 377.

RESIDUARY LEGATEE. He to whom the residuum of the estate is devised or bequeathed by will. Roper on Leg. Index, h. t.; Powell Mortg. Index, h. t.; 8 Com. Dig. 444.

RESIDUE. That which remains of something after taking away a part of it; as, the residue of an estate, which is what has not been particularly devised by will.

2. A will bequeathing the general residue of personal property, passes to the residuary legatee everything not otherwise effectually disposed of and it makes no difference whether a legacy falls into the estate by lapse, or as void at law, the next of kin is equally excluded. 15 Ves. 416; 2 Mer. 392. Vide 7 Ves. 391; 4 Bro. C. C. 55; 1 Bro. C. C. 589; Rop. on Leg. Index, h. t.; Worth. on Wills, 454.

RESIGNATION. The act of an officer by which he declines his office, and renounces the further right to use it. It differs from abdication. (q. v.)

2. As offices are held at the will of both parties, if the resignation of a officer be not accepted, he remains in office. 4 Dev. R. 1.

RESIGNEE. One in favor of whom a resignation is made. 1 Bell's Com. 125 n.

RESISTANCE. The opposition of force to force.

2. Resistance is either lawful or unlawful. 1. It is lawful to resist one who is in the act of committing a felony or other crime, or who maliciously endeavors to commit such felony or crime. See self defence. And a man may oppose force to force against one who endeavors to make an arrest, or to enter his house without lawful authority for the purpose; or, if in certain cases he abuse such authority, and do more than he was authorized to do; or if it turn out in the result he has no right to enter, then the party about to be imprisoned, or whose house is about to be illegally entered, may resist the illegal imprisonment or entry by self−defence, not using any dangerous weapons, and may escape, be rescued, or even break prison, and others may assist him in so doing. 5 Taunt. 765; 1 B. & Adol, 166; 1 East, P. C. 295; 5 East, 304; 1 Chit. Pr. 634. See Regular and Irregular Process.

3. − 2. Resistance is unlawful when the persons having a lawful authority to arrest, apprehend, or imprison, or otherwise to advance or execute the public justice of the country, either civil or criminal, and using the proper means for that purpose, are resisted in so doing; and if the party guilty of such resistance, or others assisting him, be killed in the struggle, such homicide is justifiable; while on the other hand, if the officer be killed, it will, at common law, be murder in those who resist. Fost. 270; 1 Hale, 457; 1 East, P. C. 305.

RESOLUTION. A solemn judgment or decision of a court. This word is frequently used in this sense, in Coke and some of the more ancient reporters. It also signifies an agreement to a law or other thing adopted by a legislature or popular assembly. Vide Dict. de Jurisp. h. t.

RESOLUTION, Civil law. The act by which a contract which existed and was good, is rendered null.

2. Resolution differs essentially from rescission. The former presupposes the contract to have been valid, and it is owing to a cause posterior to the agreement that the resolution takes place; while rescission, on the contrary, supposes that some vice or defect annulled the contract from the beginning. Resolution may be by consent of the parties or by the decision of a competent tribunal; rescission must always be by the judgment of a court. 7 Troplong, de la Vente, n. 689; 7 Toull. 551; Dall. Dict. h. t.

RESOLUTORY CONDITION. On which has for its object, when accomplished, the revocation of the principal obligation; for example, I will sell you my crop of cotton, if my ship America does not arrive in the United States, within six months. My ship arrives in one month, my contract with you is revoked. 1 Bouv. Inst. n. 764.

RESORT. The authority or jurisdiction of a court. The supreme court of the United States is a court of the last resort.

RESPECTABLE WITNESS. One who is competent to testify in a court of justice. To pass lands in Alabama, a will must be attested by three or more respectable witnesses. See Attesting witness; Competent witness; Credible witness and Witness.

RESPIRATION, Med. jur. Breathing, which consists of the drawing into, inhaling, or more technically, inspiring, atmospheric air into the lungs, and then: forcing out, expelling, or technically expiring, from the lungs the air therein. Chit. Med. Jur. 92 and 416, note n.

RESPITE, contracts, civil law. An act by which a debtor who is unable to satisfy his debts at the moment, transacts (i. e. compromises) with his creditors, and obtains from them time or delay for the payment of the sums which he owes to them. Louis. Code, 3051.

2. The respite is either voluntary or forced; it is voluntary when all the creditors consent to the proposal, which the debtor makes to pay in a limited time the whole or a part of his debt; it is forced when a part of the credi−tors refuse to accept the debtor's proposal, and when the latter is obliged to compel them by judicial authority, to consent to what the others have deter−mined in the cases directed by law. Id. 3052; Poth. Proced. Civ. 5eme partie, ch. 3.

3. In Pennsylvania, there is a provision in the insolvent act of June 16, 1836, s. 41, somewhat similar to involuntary respite. It is enacted, that whenever a majority in number and value of the creditors of any insolvent, as aforesaid, residing within the United States, or having a known attorney therein, shall consent in writing thereto, it shall be lawful for the court by whom such insolvent shall have been discharged, upon the application of such debtor, and notice given thereof, in the manner hereinbefore provided for giving notice of his original petition, to make an order that the estate and effects which such insolvent may afterwards acquire, shall be exempted for the term of seven years thereafter from execution, for any debt contracted, or cause of action

existing previously to such discharge, and if after such order and consent, any execution shall be issued for such debt or cause of action, it sliall be the duty, of any judge of the court from which such execution issued, to set aside the same with costs.

4. Respite also signifies a delay, forbearance or continuation of time.

RESPITE, crim. law. A suspension of a sentence, which is to be executed at a future time. It differs from a pardon, which is in abolition of the crime. See Abolition; Pardon.

RESPONDEAT OUSTER. The name of a judgment when an issue in law, arising on a dilatory plea, has been decided for the plaintiff, that the defendant answer over. See 1 Meigs, 122; 1 Ala. R. 442; 3 Ala. R. 278; 3 Pike, 339; 4 Pike, 445; 4 Misso. R. 366; 5 Blackf. 167; 5 Metc. 88; 1 Gilm. R. 395 16 Conn. 436; 24 Pick. 49. Vide Judgment of Respondeat Ouster.

RESPONDENT, practice. The party who makes an answer to a bill or other proceeding in chancery. In the civil law, this term signifies one who answers or is security for another; a fidejussor. Dig. 2, 8, 6.

RESPONDENTIA, maritime law. A loan of money on maritime interest, on goods laden on board of a ship, which, in the course of the voyage must, from their nature, be sold or exchanged, upon this condition, that if the goods should be lost in the course of the voyage, by any of the perils enumerated in the contract, the lender shall lose his money; if not, that the borrower shall pay him the sum borrowed, with the interest agreed upon,

2. The contract is called respondentia, because the money is lent on the personal responsibility of the borrower. It differs principally from bottomry, in the following circumstances: bottomry is a loan on the ship; respondentia is a loan upon the goods. The money is to be repaid to the lender, with mari−time interest, upon the arrival of the ship, in the one case and of the goods, in the other. In all other respects the contracts are nearly the same, and are governed by the same principles. In the former, the ship and tackle, being hypothecated, are liable, as well as the person of the borrower; in the latter, the lender has, in general, only the personal security of the borrower. Marsh. Ins. B. 2, c. 1, p. 734. See Lex Mer. Amer. 354; Com. Dig. Merchant, E 4; 1 Fonb. Eq. 247, n. I.; Id. 252, n. o.; 2 Bl. Com. 457; Park. Ins. ch. 21; Wesk. Ins. 44; Beawes' Lex. Mex. 143; 3 Chitty's Com. Law, 445 to 536; Bac. Abr. Merchant and Merchandise, K; Bottomry.

RESPONDERE NON DEBET. The prayer of a plea where the defendant insists that he ought not to answer, as when he claims a privilege; for example, as being a member of congress, or a foreign amhassador. 1 Chit. Pl. *433.

RESPONSA PRUDENTUM, civil law. Opinions given by Roman lawyers. Before the time of Augustus, every lawyer was authorized de jure, to answer questions put to him, and all such answers, response prudentum had equal authority, which had not the force of law, but the opinion of a lawyer. Augustus was the first prince who gave to certain distinguished jurisconsults the particular privi−lege of answering in his name; and from that period their answers required greater authority. Adrian determined in a more precise manner the degree of authority which these answers should have, by enacting that the opinions of such authorized jurisconsults, when unanimously given, should have the force of law (legis vicenz,) and should be followed by the judges; and that when they were divided, the judge was allowed to adopt that which to him appeared the most equitable.

2. The opinions of other lawyers held the same place they had before, they were considered merely as the opinions of learned men. Mackel. Man. Intro. _43; Mackel. Hist. du Dr. Rom. SSSS 40, 49; Hugo, Hist. du Dr. Rom. _313; Inst. 1, 2, 8,; Institutes Expliquees, n. 39.

RESPONSALIS, old Eng. law., One who appeared for another in court. Fleta, lib. 6, c., 21. In the ecclesiastical law, this name is sometimes given to a proctor.

RESPONSIBILITY. The obligation to answer for an act done, and to repair any injury it may have caused.

2. This obligation arises without any contract, either on the part of the party bound to repair the injury, or of the party injured. The law gives to the person who has suffered loss, a compensation in damages.

3. it is a general rule that no one is answerable for the acts of another unless he has, by some act of his own, concurred in them. But when he has sanctioned those acts, either explicitly or by implication, he is responsible. An innkeeper in general, civilly liable for the acts of his servants towards his guests, for anything done in their capacity of servants. The owner of a carriage is also, civilly responsible to a passenger for any injury done by the driver as such. See Driver.

4. There are cases where persons are made civilly responsible for the acts of others by particular laws and statutory provisions, when they have not done anything by which they might be considered as participating in such acts. The responsibility which the hundred (q. v.) in England formerly incurred to make good any robbery

committed within its precincts, may be mentioned as an instance. A somewhat similar liability is incurred now in some places in this country by a county, when property has been destroyed by a mob.

5. Penal responsibility is always personal, and no one can be punished for the commission of a crime but the person who has committed it or his accomplice. Vide Damages; Injury; Loss.

RESTITUTION, maritime law. The placing back or restoring articles which have been lost by jettison; this is done when the remainder of the cargo has been saved at the general charge of the owners of the cargo; but when the remainder of the goods are afterwards lost, there is not any restitution. Stev. on Av. 1, c. 1, s. 1, art. 1, ii., 8. Vide Recompense.

RESTITUTION, practice. The return of something to the owner of it, or to the person entitled to it.

2. After property has been taken into execution, and the judgment has been reversed or set aside, the party against whom the execution was sued out shall have restitution, and this is enforced by a writ of restitution. Cro. Jac. 698; 4 Mod. 161. When the thing levied upon under an execution has not been sold, the thing itself shall be restored; when it has been sold, the price for which it is sold is to be restored. Roll. Ab. 778; Bac. Ab. Execution, Q; 1 Al. & S. 425.

3. The phrase restitution of conjugal rights frequently occurs in the ecclesiastical courts. A suit may there be brought for this purpose whenever either the hushand or wife is guilty of the injury of subtraction, or lives separate from the other without sufficient reason; by which the party injured may compel the other to return to cohabitation. 1 Bl. Com. 94; 1 Addams, R. 305; 3 Hagg. Eccl. R. 619.

TO RESTORE. To return what has been unjustly taken; to place the owner of a thing in the state in which he formerly was. By restitution is understood not only the return of the thing itself, but all its accessories. It is to return the thing and its fruits. Dig. 60, 16, 35, 75 et 246, _1.

RESTRAINING. Narrowing down, making less extensive; as, a restraining statute, by which the common law is narrowed down or made less extensive in its operation.

RESTRAINING POWERS. A term used in equity. When the donor of a power, who is the owner of the estate, imposes certain restrictions by the terms of the powers, these restrictions are called restraining powers.

RESTRAINT. Something which prevents us from doing what we would desire to do.

2. Restraint is lawful and unlawful. It is lawful when its object is to prevent the violation of the law, or the rights of others. It is unlawful when it is used to prevent others from doing a lawful act; for example, when one binds himself not to trade generally; but an agreement not to trade in a particular place is lawful. A legacy given in restraint of marriage, or on condition that the legatee shall not marry, is good, and the condition alone is void. The Roman civil law agrees with ours in this respect; a legacy given on condition that the legatee shall not marry is void. Clef des Lois Rom. mot Passion. See Condition; Limitation.

RESTRICTIVE INDORSEMENT, contracts. One which confines the negotiability of a promissory note or bill of exchange, by using express words to that effect, as by indorsing it "payable to A,B only." 1 Wash. C. C. 512; 2 Murph. 138; 1 Bouv. Inst. n. 1138.

RESULTING TRUSTS, estates. Resulting, implied or constructive trusts, are those which arise in cases where it would be contrary to the principles of equity that be in whom the property becomes vested, should hold it otherwise than as a trustee. 2 Atk. 150.

2. As an illustration of this description of a resulting trust, may be mentioned the case of a contract made for the purchase of a real estate; on the completion of the contract, a trust immediately results to the purchaser, and the vendor becomes a trustee for him till the conveyance of the legal estate is made. Again, when an estate is purchased in the name of one person, and the purchase money is paid by another, there is a resulting trust in favor of the person who gave or paid the consideration. Willis on Tr. 55; 1 Cruise, Dig. tit. 12, s. 40, 41; Ch. Ca. 39; 9 Mod. 78; 7 Ves. 725; 3 Hen. & Munf. 367; 1 Supp. to Ves. jr. 11; Pow. Mortg. Index, h. t.; 2 John. Ch. R. 409, 450; 3 Bibb, R. 15, 506; 4 Munf. R. 222; 1 John. Ch. Rep. 450, 582; Sugd. on Vend. ch. 15, s. 2 Cox, Ch. Rep. 93; Bac. Ab. Trusts, C; Bouv. last. Index, h. t. Vide Trusts; Use.

RESULTING USE, estates. One which having been limited by deed, expires or cannot vest; it then returns back to him who raised it, after such expiration, or during such impossibility.

2. When the legal seisin and possession of land is transferred by any common law conveyance, and no use is expressly declared, nor any consideration nor evidence of intent to direct the use, such use shall result back to the original owner of the estate; for in such case, it cannot be supposed that it was intended to give away the estate. 2 Bl. Com. 335; Cruise, Dig. t. 11, c. 4, s. 20, et seq.; Bac. Tracts, Read. on Stat. of Use's, 351; Co. Litt. 23, a.; Id.

271, a; 2 Binn. R. 387; 3 John. R. 396.

RESUMPTION. To reassume; to promise again; as, the resumption of payment of specie by the banks is general. It also signifies to take things back; as the government has resumed the possession of all the lands which have not been paid for according to the requisitions of the law, and the contract of the purchasers. Cow. Int. h. t.

RETAIL. To sell by retail, is to sell by small parcels, and not in the gross. 5 N. S. 279.

RETAILER OF MERCHANDISE. One who deals in merchandise by selling it in smaller quantities than he buys, generally with a view to profit.

TO RETAIN, practice. To engage the services of an attorney or counsellor to manage a cause, at which time it is usual to give him a fee, called the re−taining fee. The act by which the attorney is authorized to act in the case is called a retainer.

2. Although it is not indispensable that the retainer should be in writing, unless required by the other side, it is very expedient. It is therefore recommended, particularly when the client is a stranger, to require from him a written retainer, signed by himself; and, in order to avoid the insinuation that it was obtained by contrivance, it should be witnessed by one or more respectable persons. When there are several plaintiffs, it should be signed by all and not by one for himself and the others, especially if they are trustees or assignees of a bankrupt or insolvent. The retainer should also state whether it be given for a general or a qualified authority. Vide the form of a retainer in 3 Chit. Pr. 116, note m.

3. There is an implied contract on the part of an attorney who has been retained, that he will use due diligence in the course of legal proceedings, but it is not an undertaking to recover a judgment. Wright, R. 446. An attorney is bound to act with the most scrupulous honor, he ought to disclose to his client if he has any adverse retainer which may affect his judgment, or his client's interest; but the concealment of the fact does not necessarily imply fraud. 3 Mason's R. 305; 2 Greenl. Ev. _139.

RETAINER. The act of withholding what one has in one's own hands by virtue of some right.

2. An executor or administrator is entitled to retain in certain cases, for a debt due to him by the estate of a testator or intestate.

3. It is proposed to inquire, 1. Who may retain. 2. Against whom. 3. On what claims. 4. What amount may be retained.

4. − 1. In inquiring who may retain, it is natural to consider, 1st. Those cases where there is but one executor or administrator. 2d, Where there are several, and one of them only has a claim against the estate of the deceased.

5. − 1. A sole executor may retain in those cases where, if the debt had been due to a stranger, such stranger might have sued the executor and recov−ered judgment; or where the executor might, in the due administration of the estate, have paid the same. 3 Burr. 1380. He may, therefore, retain a debt due to himself; 3 Bl. Com. 18; or to himself in right of another; 3 Burr. 1380; or to another in trust for him; 2 P. Wms. 298: the debt may be retained when administration is committed to another for the use of the creditor who is a lunatic; 3 Bac. Abr. 10, n; Com. Dig. Administration, C or an infant entitled to administration. 4 Ves. 763. An executor may retain if he be the executor of the first testator; but an executor of one of the executors of the first tes−tator, the other executor, being still living, is not an executor of the first testator, and therefore cannot retain. 11 Vin. Abr. 363, An executor may re−tain before he has proved the will, and if he die after having intermeddled with the goods of the testator and before probate, his executor has the same power. 3 P. Wms. 183, and note B.; 11 Vin. Abr. 263.

6. − 2. Where there are several executors, and one has a claim against the estate of the deceased, he may retain with or without the consent of the others; Off. Ex. 33; but where several of them have debts of equal degree they can retain only pro rata. Bac. Abr. Executors, A 9.

7. − II. Against whom. In those cases, 1. Where the deceased was alone bound. 2. Where he was bound with others. 3. Where the executor of the obligee is also his executor.

8. − 1. Where the deceased was sole obligor, his executor may clearly retain.

9. − 2. Where two are jointly and severally bound, and one of them appoints the obligee his executor; Rob. 10; 2 Lev. 73; Bac. Abr. Executors, A 9; Com. Dig. Administration,, C 1; or the obligee takes out letters of administration to him, the debt is immediately satisfied by way of retainer, if, the executor or administrator have sufficient assets.

10. − 3. If the obligee make the administrator of the obligor his executor, it is a discharge of the debt, if the administrator have assets of the estate of the obligor; but if he have fully administered, or if no assests to pay the debt came to his hands, it is no discharge, for there is nothing for him to retain. 8 Serg. & Rawle, 17.

11. − III. On what claims. 1. As to the priority of the claim. 2. As to its nature.

12. − 1. In the payment of the debts of a decedent, the law gives a preference to certain debts over others, an executor cannot, therefore, retain his debt, while there are unpaid debts of a superior degree, because if he could have brought an action for the recovery of his claim, he could not have re−covered in prejudice of such a creditor. 5 Binn. 167 Bac. Ab. Executors, A 9; Com. Dig. Administration, C 2; 1 Hayw. 413. He may retain only where he has superior claim, or one of equal degree. 3 Bl. Com. 18; 11 Vin. Abr. 261; Com. Dig. Administration, C 1. And in a case where two men were jointly bound in a bond, one as principal, the other as surety, after which the principal died intestate, and the surety took out administration to his estate, the bond being forfeited, the administrator paid the debt; it was held he could not retain as a specially creditor because being a party to the bond it became his own debt; 11 Vin. Abr. 265; Godb. 149, Pl. 194; but see 7 Serg. & Rawle, 9; after having paid the debt, however, he became a simple contract creditor, and might retain it as such. Com. Dig. Administration, C 2, n.

13. − 2. As to the nature of the claim for which an executor may retain, it seems that damages which are in their nature arbitrary cannot be retained, because, till judgment, no man can foretel their amount; such are damages upon torts. But where damages arise from the breach of a pecuniary contract, there is a certain measure for them, and such damages may well be retained. 2 Bl. Rep. 965; and see 3 Munf. 222. A debt barred by the act of limitation may be retained, for the executor is not bound to plead the act against others, and it shall, therefore, not operate against him. 1 Madd. Ch. 583.

14. − IV. What amount may be retained. 1. By the common law an executor is entitled to retain his debt in preference to all other creditors in an equal degree. 3 Bl. Com. 18; 11 Vin. Abr. 261. This he might do, because he is to be placed in the situation of the most vigilant creditor, who by suing and obtaining a judgment might have obtained a preference. Where however, the exec−utor cannot, by bringing suit, obtain a preference, the reason seems changed, and therefore in Pennsylvania, when do such preference can be obtained, the executor is entitled to retain only pro rata with creditors of the same class. 8 Serg. & Rawle, 17; 5 Binn. 167. A creditor cannot obtain a reference by bringing suit and obtaining judgment against executors in the following states, namely: Alabama; 4 Griff. L. R. 582; Connecticut; 3 Griff. L. R. 75; Illinois; Id. 422; Louisiana;, 4 Griff. L. R. 693; Maine; Id. 1004; Maryland; Id. 938; Massachusetts; 3 Griff. L. R. 516 Mississippi; 4 Griff. L. R. 669; Missouri Id. 625; Now Hampshire; 3 Griff. L. R 46; Ohio; Id. 402; Pennsylvania; Id. 262; 8 Serg. & Rawle, 17; 5 Binn. 1 67; Rhode Island; 8 Griff. L. R. 114; South Carolina; 4 Griff. L. R. 860; Vermont; 3 Griff. L. R. 20. Such a preference can be given by the laws of the following states, namely: Delaware; 4 Griff. L. R. 1064; Kentucky; Id. 1135; North Carolina; 3 Griff. L. R. 221; Now Jersey; 4 Griff. L. R. 1282; New York; 3 Griff. L. R, 141; Tennessee; 4 Griff. L. R. 791; Virginia; 3 Griff. L. R. 360, In Georgia; 3 Griff. L. R. 444; and Indiana.; Id. 467; the matter is doubtful.

15. − 2. Where the estate is solvent an executor may of course retain for the whole of his debt, with interest.

RETAINER, practice. The act of a client, by which he engages an attorney or counsellor to manage a cause, either by prosecuting it, when he is plaintiff, or defending it, when he is defendant.

2. "The effect of a retainer to prosecute or defend a suit," says Professor Greenleaf; Ev. vol. ii. _141; "is to confer on the attorney all the powers exercised by the forms and usages of the courts, in which the suit is pending. He may receive payment; may bring a second suit after being non−suited in the first for want of formal proof; may sue a writ of error on the judgment; may discontinue the suit; may restore an action after a non pros; may claim an appeal and bind his client in his name for the prosecution of it; way submit the suit to arbitration; may sue out an alias execution; may receive livery of seisin of land taken by an extent may waive objections to evidence, and enter into stipulation for the admission of facts or conduct of the trial and for release of bail; may waive the right of appeal, review, notice, and the like, and confess judgment. But he has no authority to execute a discharge of a debtor but upon the actual payment of the full amount of the debt, and that in money only; nor to release sureties; nor to enter a retraxit; nor to act for the legal representatives of his deceased client; nor to release a witness."

RETAINING FEE. A fee given to counsel on being consulted in order to insure his future services.

RETAKING. The taking one’s goods, wife, child, &c., from another, who with−out right has taken possession thereof. Vide Recaption; Rescue.

RETALIATION. The act by which a nation or individual treats another in the same manner that the latter has treated them. For example, if a nation should lay a very heavy tariff on American goods, the United States would be justi−fied in return in laying heavy duties on the manufactures and productions of such country. Vatt. Dr. des Gens, liv. 2, c. 18, _341. Vide Lex talionis.

RETENTION, Scottish law. The right which the possessor of a movable has, of holding the same until he shall be satisfied for his claim either against such movable or the owner of it; a lien.

2. The right of retention is of two kinds, namely, special or general. 1. Special retention is the right of withholding or retaining property of goods which are in one's possession under a contract, till indemnified for the labor or money expended on them. 2. General retention is the right to withhold or detain the property of another, in respect of any debt which happens to be due by the proprietor to the person who has the custody; or for a general balance of accounts arising on a particular train of employment. 2 Bell's Com. 90, 91, 5th ed. Vide Lien.

RETORNO HABENDO. The name of a writ issued to compel a party to return property which has been adjudged to the other in an action of replevin. Vide Writ pro retorno habendo.

RETORSION, war. The name of the act employed by a government to impose the same hard treatment on the citizens or subjects of a state, that the latter has used towards the citizens or subjects of the former, for the purpose of obtaining the removal of obnoxious measures. Vattel, liv. 2, c. 18, _341; De Martens, Precis, liv. 8, c. 2, _254; Kluber, Droit dos Gens, s. 2 c. 1, _234; Mann. Comm. 105.

2. Retorsion signifies also the act by which an individual returns to his adversary evil for evil; as, if Peter call Paul thief, and Paul says you are a greater thief.

TO RETRACT. To withdraw a proposition or offer before it has been accepted.

2. This the party making it has a right to do is long as it has not been accepted; for no principle of law or equity can, under these circumstances, require him to persevere in it.

3. The retraction may be express, as when notice is given that the offer is withdrawn; or, tacit as by the death of the offering party, or his inability to complete the contract; for then the consent of one of the parties has been destroyed, before the other has acquired any existence; there can therefore be no agreement. 16 Toull. 55.

4. After pleading guilty, a defendant will, in certain cases where he has entered that plea by mistake or in consequence of some error, be allowed to retract it. But where a prisoner pleaded guilty to a charge of larceny, and sentence has been passed upon him, he will not be allowed to retract his plea, and plead not guilty. 9 C. & P. 346; S. C. 38 E. C. L. R. 146; Dig. 12, 4, 5.

RETRAXIT, practice. The act by which a plaintiff withdraws his. suit; it is so called from the fact that this was the principal word used when the law entries were in Latin.

2. A retraxit differs from a nonsuit, the former being the act of the plain−tiff himself, for it cannot even be entered by attorney; 8 Co. 58; 3 Salk.245; 8 P. S. R. 157, 163; and it must be after declaration filed; 3 Leon. 47; 8 P. S. R. 163; while the latter occurs in consequence of the neglect merely of the plaintiff. A retraxit also differs from a nolle prosequi. (q. v.) The effect of a retraxit is a bar to all actions of a like or a similar nature; Bac. Ab. Nonsuit, A; a nolle prosequi is not a bar even in a criminal prosecution. 2 Mass. R. 172. Vide 2 Sell. Pr. 338; Bac. Abr. Nonsuit; Com. Dig. Pleader, X 2. Vide article Judgment of retraxit.

RETRIBUTION. 1. That which is given to another to recompense him for what has been received from him; as a rent for the hire of a house. 2. A salary paid to a person for his services. 3. The distribution of rewards and punishments.

RETROCESSION, civil law. When the assignee of heritable rights conveys his rights back to the cedent, it is called a retrocession. Erskine, Prin. B. 3, t. 5, n. 1; Dict. do Jur. h. t.

RETROSPECTIVE. Looking backwards.

2. This word is usually applied to those acts of the legislature, which are made to operate upon some subject, contract or crime which existed before the passage of the acts, and they are therefore called retrorospective laws. These laws are generally unjust and are, to a certain extent, forbidden by that article in the constitution of the United States, which prohibits the passage of ex post facto laws or laws impairing contracts.

3. The right to pass retrospective laws, with the exceptions above mentioned, exists in the several states, according to their own constitutions, and become obligatory if not prohibited by the latter. 4 S. & R. 364; 3 Dall. R. 396; 1 Bay, R. 179; 7 John. R. 477; vide 4 S. & R. 403; 1 Binn. R. 601; 3 S. & R. 169; 2 Cranch. R. 272 2 Pet. 414; 8 Pet. 110; 11 Pet. 420; 1 Bald. R. 74; 5 Penn. St. R. 149. 4. An instance may be found in the laws of Connecticut. In 1795, the legislature passed a resolve, setting aside a decree of a court of probate disapproving of a will and granted a new hearing; it was held that the resolve not being against any constitutional principle in that state, was valid. 3 Dall. 386. And in Pennsylvania a judgment was opened by the act of April 1, 1837, which was holden by the supreme court to be constitutional. 2 Watts & Serg. 271.

5. Laws should never be considered as applying to cases which arose previously to their passage, unless the

legislature have clearly declared such to be their intention. 12 L. R. 352 Vide Barringt. on the Stat. 466, n. 7 John. R. 477; 1 Kent, Com. 455; Tayl. Civil Law, 168; Code, 1, 14, 7; Bracton, lib. 4, fo. 228; Story, Cons. _1393; 1 McLean, Rep. 40; 1 Meigs, Rep. 437; 3 Dall. 391; 1 Blackf.R.193; 2 Gallis. R. 139; 1 Yerg. R. 360; 5 Yerg. R. 320; 12 S. & R. 330; and see Ex post facto.

RETURN, contracts, remedies. Persons who are beyond the sea are exempted from the operation of the statute of limitations of Pennsylvania, and of other states, till after a certain time has elapsed after their returning. As to what shall be considered a return, see 14 Mass. 203; 1 Gall. 342; 3 Johns. 263; 3 Wils. 145; 2 Bl. Rep. 723; 3 Littell's Rep. 48; 1 Harr. & Johns. 89, 350; 17 Mass. 180.

RETURN DAY. A day appointed by law when all writs are to be returned which have issued since the preceding return day. The sheriff is in general not required to return his writ until the return day. After that period he may be ruled to make a return.

RETURN OF WRITS, practice. A short account in writing, made by the sheriff, or other ministerial officer, of the manner in which he has executed a writ. Steph. on Pl. 24.

2. It is the duty of such officer to return all writs on the return day; on his neglecting to do so, a rule may be obtained on him to return the writ and, if he do not obey the rule, he may be attached for contempt. See 19 Vin. Ab. 171; Con]. Dig. Return; 2 Lilly's Abr. 476; Wood. b. 1, c. 7; 1 Penna. R. 497; 1 Rawle, R. 520; 3 Yeates, 17; 3 Yeates, 47; 1 Dall. 439.

REUS, civil law. This word has two different meanings. 1. A party to a suit, whether plaintiff or defendant; Reus est qui cum altero litem contestatem habet, sive legit, sive cum eo adum est. 2. A party to a contract; reus credendi is be to whom something is due, by whatever title it may be; reus debendi is he who owes, for whatever cause. Poth. Pand. lib. 50, h. t.

REVENDICATION, civil and French law. An action by which a man demands a thing of which he claims to be owner. It applies to immovables as well as movables; to corporeal or encorporeal things. Merlin, Repert. h. t.

2. By the civil law, he who has sold goods for cash or on credit may demand them back from the purchaser, if the purchase−money is not paid according to contract. The action of revendication is used for this purpose. See an attempt to introduce the principle of revendication into our law, in 2 Hall's Law Journal, 181.

3. Revendication, in another sense, corresponds, very nearly, to the stoppage in transitu (q. v.) of the common law. It is used in that sense in the Code de Commerce, art. 577. Revendication, says that article, can take place only when the goods sold are on the way to their place of destination, whether by land or water, and before they have been received into the warehouse of the insolvent, (failli,) or that of his factor or agent, authorized to sell them on account of the insolvent. See Dig. 14, 4, 15;Dig. 18, 1, 19, 53; Dig. 19, f, 11.

REVENUE. The income of the government arising from taxation, duties, and the like; and, according to some correct lawyers, under the idea of revenue is also included the proceeds of the sale of stocks, lands, and other property owned by the government. Story, Const. _877. Vide Money Bills. By revenue is also understood the income of private individuals and corporations.

REVERSAL, international law. First. A declaration by which a sovereign promises that he will observe a certain order, or certain conditions, which have been once established, notwithstanding any changes that may happen to cause a deviation therefrom; as, for example, when the French court, consented for the first time, in 1745, to grant to Elizabeth, the Czarina of Russia, the title of empress, exacted as a reversal, a declaration purporting that the assumption of the title of an imperial government, by Russia, should not dero−gate from the rank which France had held towards her. Secondly. Those letters are also termed reversals, Litterae Reversales, by which a sovereign declares that, by a particular act of his, he does not mean to prejudice a third power. Of this we have an example in history: formerly, the emperor of Germany, whose coronation, according to the golden ball, ought to have been solemnized at Aix−la−Chapelle, gave to that city when he was crowned elsewhere, reversals, by which he declared that such coronation took place without prejudice to its rights, and without drawing any consequences therefrom for the future.

TO REVERSE, practice. The decision of a superior court by which the judgment, sentence or decree of the inferior court is annulled.

2. After a judgment, sentence or decree has been rendered by the court below, a writ of error may be issued from the superior to the inferior tribunal, when the record and all proceedings are sent to the supreme court on the return to the writ of error. When, on the examination of the record, the superior court gives a judgment different from the inferior court, they are said to reverse the proceeding. As to the effect of a reversal, see 9 C. & P. 513 S,

C. 38 E. C. L. Rep. 201.

REVERSION, estates. The residue of an estate left in the grantor, to commence in possession after the determination of some particular estate granted out by him; it is also defined to be the return of land to the grantor, and Iiis heirs, after the grant is over. Co. Litt. 142, b.

2. The reversion arises by operation of law, and not by deed or will, and it is a vested interest or estate, and in this it differs from a remainder, which can never be limited unless by either deed or devise. 2 Bl. Comm. 175; Cruise, Dig. tit. 17; Plowd. 151; 4 Kent, Comm. 349; 19 Vin. Ab. 217; 4 Com. Dig. 27; 7 Com. Dig. 289: 1 Bro. Civil Law, 213 Wood's Inst. 151 2 Lill. Ab. 483. A reversion is said to be an incorporeal hereditament. Vide 4 Kent, Com. 354. See, generally, 1 Hill. Ab. c. 52, p. 418; 2 Bouv. Inst. n. 1850, et seq.

REVERSIONER, estates. One entitled to a reversion.

2. Although not in actual possession, the reversioner having a vested interest in the reversion, is entitled to his action for an injury done to the inheritance. 4 Burr. 2141. The reversioner is entitled to the rent, and this important incident passes with a grant or assignment of the reversion. It is not inseparable from it, and may be severed and excepted out of the grant by special words. Co. Litt. 143, a, 151, a, b Cruise, Digest, t. 17, s. 19.

REVERSOR, law of Scotland. A debtor who makes a wadset and to whom the right of reversion is granted. Ersk. Pr. L. Scotl. B. 2, t. 8, sect. 1. A reversioner. Jacob, L. D. h. t.

REVERTER. Reversion. A formedon in reverter is a writ which was a proper remedy when the donee in tail or issue died without issue and a stranger abated: or they who were seised by force of the entail discontinued the same. Bac. Ab. Formedon, A 3.

REVIEW, practice. A second examination of a matter. For example, by the laws of Pennsylvania, the courts having jurisdiction of the subject may grant an order for a view of a proposed road; the viewers make a report, which when confirmed by the court would authorize the laying out of the same. After this, by statutory provision, the parties may apply for a review, or second examination; and the last viewers may make a different report. For the practice of reviews in chancery, the reader is referred to Bill of Review, and the cases there cited.

REVIVAL, contracts. An agreement to renew the legal obligation of a just debt, after it has been barred by the act of limitation or lapse of time, is called its revival. Vide Promise.

REVIVAL, practice. The act by which a judgment, which has lain dormant or without any action upon it for a year and a day is, at common law, again restored to its original force.

REVIVE, practice. When a judgment is more than a day and a year old, no execution can issue upon it at common law; but till it has been paid, or the presumption arises from lapse of time, that it has been satisfied, it may be revived and have all its original force, which was merely suspended. This may be done by a scire facias, or an action of debt on the judgment. Vide Scire facias; Wakening.

REVIVOR. the name of a bill in chancery used to renew an original bill which for some reason has become inoperative. Vide Bill of Revivor.

REVOCATION. The act by which a person having authority, calls back or annuls a power, gift, or benefit, which had been bestowed upon another. For example, a testator may revoke his testament; a constituent may revoke his letter of attorney; a grantor may revoke a grant made by him, when he has reserved the power in the deed.

2. Revocations are expressed or implied. An express revocation of a will must be as formal as the will itself. 2 Dall. 289; 2 Yeates, R. 170. But this is not the rule in all the states. See 2 Conn. Rep. 67; 2 Nott & McCord, Rep. 485; 14 Mass. 208; 1 Harr. & McHenry, R. 409; Cam. & Norw. Rep. 174 2 Marsh. Rep. 17.

3. Implied revocations take place, by marriage and birth of a child, by the English law. 4 Johns. Ch. R. 506, and the cases there cited by Chancellor Kent. 1 Wash. Rep. 140; 3 Call, Rep. 341; Cooper's Just. 497, and the cases there cited. In Pennsylvania, marriage or birth of a child, is a revocation as to them. 3 Binn. 498. A woman's will is revoked by her subsequent marriage, if she dies "before her hushand. Cruise, Dig. tit. 38, c. 6, s. 51. 4. An alienation of the estate by the devisor has the same effect of revoking a will. 1 Roll. Ab. 615. See generally, as to revoking wills, Lovelass on Wills, oh. 3, p. 177 Fonbl. Eq. c. 2, s. 1; Robertson Wills, ch . 2, part 1.

5. Revocation of wills may be effected, 1. By cancellation or obliteration. 2. By a subsequent testamentary disposition. 3. By an express revocation contained in a will or codicil, or in any other distinct writing. 4. By the republication of a prior wili; by presumptive or implied revocation. Williams on Wills, 67; 3 Lom. on Ex'rs, 59. Vide Domat, Loix Civ. liv. 3, t. 1, s. 5.

6. The powers and authority of an attorney or agent may be revoked or deter−mined by the acts of the principal; by the acts of the attorney or agent; and by operation of law.

7. − 1. By the acts of the principal, which may be express or implied. An express revocation is made by a direct and formal and public declaration, or by an informal writing, or by parol. An implied revocation takes place when such circumstances occur as manifest the intention of the principal to revoke the authority; such, for example, as the appointment of another agent or attorney to perform acts which are incompatible with the exercise of the power formerly given to another; but this presumption arises only when there is such incompatibility, for if the original agent has a general authority, and the second only a special power, the revocation will only operate pro tanto. The performance by the principal himself of the act which he has authorized to be done by his attorney, is another example; as, if the authority be to collect a debt, and afterwards the principal receive it himself.

8. − 2. The renunciation of the agency by the attorney will have the same effect to determine the authority.

9. − 3. A revocation of an authority takes place by operation of law. This may be done in various ways: 1st. When the agency terminates by lapse of time; as, when it is created to endure for a year, it expires at the end of that period; or when a letter of attorney is given to transact the constituent's business during his absence, the power ceases on his return. Poth. du Mandat, n. 119; Poth. Ob. n. 500.

10. − 2d. When a change of condition of the principal takes place so that he is rendered incapable of performing the act himself, the power he has delegat−ed to another to do it must cease. Liverm. Ag. 306; 8 Wheat. R, 174. If an unmarried woman give a power of attorney and afterwards marry, the marriage does, ipso facto, operate as a revocation of the authority; 2 Kent, Com. 645, 3d edit. Story Bailm. _206; Story, Ag. _481; 5 East, R. 206; or if the principal become insane, at least after the establishment of the insanity by an inquisition. 8 Wheat. R. 174, 201 to 204. When the principal becomes a bankrupt, his power of attorney in relation to property or rights of which he was dives−ted by the bankruptcy, is revoked by operation of law. 2 Kent, Com. 644, 3d edit.; 16 East, R. 382.

11. − 3d. The death of the principal will also have the effect of a revocation of the authority. Co. Litt. 52; Paley, Ag. by Lloyd, 185; 2 Liverm. Ag. 301; Story, Ag. _488; Story, Bailm. _203; Bac. Ab. Authority, E; 2 Kent, Com. 454, 3d edit.; 3 Chit. Com. Law, 223.

12. − 4th. When the condition of the agent or attorney has so changed as to render him incapable to perform his obligation towards the principal. When a married woman is prohibited by her hushand from the exercise of an authority given to her, it thereby determines. When the agent becomes a bankrupt, his authority is so far revoked that he cannot receive any money on account of his principal; 5 B. & Ald. 645, 3d edit.; but for certain other purposes, the bankruptcy of the agent does not operate as a revocation. 3 Meriv. 322; Story, Ag. _486. The insanity of the agent would render him unfit to act in the business of the agency, and would determine his authority.

13. − 5th. The death of the agent puts an end to the agency. Litt. _66.

14. − 6th. The extinction of the subject−matter of the agency, or of the principal's power over it, or the complete execution of the trust confided to the agent, will put an end to and determine the agency.

15. It must be remembered that an authority, coupled with an interest, cannot be revoked either by the acts of the principal, or by operation of law. 2 Mason's R. 244, 342; 8 Wheat. R. 170; 1 Pet. R. 1; 2 Esp. R. 565; 10 B. & Cr. 731; Story Ag. _477, 483.

16. It is true in general, a power ceases with the life of the person making it; but if the interest or estate passes with the power, and vests in the person by whom the power is exercised, such person acts in his own name. The es−tate being in him, passes from him by a conveyance in his own name. He is no longer a substitute acting in the name of another, but is the principal acting in his own name in pursuance of powers which limit the estate. The legal reason which limits the power to the life of the person giving it exists no long−er, and the rule ceases with the reason on which it is founded. 8 Wheat. R. 174.

17. The revocation of the agent is a revocation of any substitute he may have appointed. Poth. Mandat, n. 112; 2 Liverm. Ag. 307; Story, Ag. _469. But in some cases, as in the case of the master of a ship, his death does not revoke the power of the mate whom he had appointed; and in some cases of public appointments, on the death or removal of the principal officer, the depu−ties appointed by him are, by express provisions in the laws, authorized to continue in the performance of their duties.

18. The time when the revocation takes effect must be considered, first, with regard to the agent, and secondly, as it affects third persons. 1. When the revocation can be lawfully made, it takes effect, as to the agent, from the moment it is communicated to him. 2. As to third persons, the revocation has no effect until it is made known to them; if, therefore, an agent, knowing of the revocation of his authority, deal with a third pers6n in the name of his late principal, when such person was ignorant of the revocation, both the agent and the principal will be bound

by his acts. Story, Ag. _470; 2 Liverm. Ag. 306; 2 Kent, Com. 644, 3d edit.; Paley, Ag. by Lloyd, 108, 570; Story, Bailm. _208; 5 T. R. 215. A note or bill signed, accepted or indorsed by a clerk, after his discharge, who had been authorized to sign, indorse, or accept bills and notes for his principal while in his employ, will be binding upon the latter, unless notice has been given of his discharge and the revocation of his authority. 3 Chit. Com. Law, 197.

REVOCATOR. Recalled. This word is used when a judgment is annulled for an error in fact, the judgment is then said to be recalled, revocatur; and not reversed, which is the word used when a judgment is annulled for an error in law. Tidd's Pr. 1126.

REVOLT, crim. law. The act of congress of April 30, 1790, s. 8, 1 Story's L. U. S. 84, punishes with death any seaman who shall lay violent hands upon his commander, thereby to hinder or prevent his fighting in defence of his ship, or goods committed to his trust, or shall make a revolt in the ship. What is a revolt is not defined in the act of congress nor by the common law; it was therefore contended, that it could not be deemed an offence for which any person could be punished. 1 Pet. R. 118.

2. In a case which occurred in the circuit court for the eastern district of Pennsylvania, the defendants were charged with an endeavour to make a revolt. The judges sent up the case to the supreme court upon a certificate of division of opinion of the judges; as to the definition of the word revolt. 4 W. C. C. R. 528. The opinion of the supreme court was delivered by Washington, J., and is in these words "This case comes before the court upon a certificate of division of the opinion of the judges of the circuit court for the eastern district of Pennsylvania, upon the following point assigned by the defendants as a reason in arrest of judgment, viz. that the act of congress does not define the offence of endeavoring to make a revolt; and it is not competent to the court to give a judicial definition of an offence heretofore unknown.

"This court is of opinion that although the act of congress does not define this offence, it is nevertheless, competent to the court to give a judicial definition of it. We think that the offence consists in the endeavor of the crew of a vessel, or any one or more of them, to overthrow the legitimate authority of her commander, with intent to remove him from his command; or against his will to take possession of the vessel by assuming the government and navigation of her; or by transferring their obedience from the lawful commander to some other person." 11 Wheat. R. 417. Vide 4 W. C. C. R. 528, 405; Mason's R. 147 4 Mason, R. 105; 4 Wash. C. C. R. 548 1 Pet. C. C. R. 213; 5 Mason, R. 464; 1 Sumn. 448; 3 Wash. C. C. R. 525; 1 Carr. & Kirw. 429.

3. According to Wolff, revolt and rebellion are nearly synonymous; he says it is the state of citizens who unjustly take up arms against the prince or government. Wolff, Dr. de la Nat. 1232.

REWARD. An offer of recompense given by authority of law for the performance of some act for the public good; which, when the act has been performed, is to be paid; or it is the recompense actually paid.

2. A reward may be offered by the government or by a private person. In criminal prosecutions, a person may be a competent witness although he expects, on conviction of the prisoner, to receive a reward. 1 Leach, 314, n 9 Barn. & Cresw. 556; S. C. Eng. C. L. R. 441; 1 Leach, 134; 1 Hayw. Rep. 3 1 Root, R. 249; Stark. Ev. pt. 4, p. 772, 3; Roscoe's Cr. Ev. 104; 1 Chit. Cr. Law, 881; Hawk. B. 2, c. 12, s. 21 to 38; 4 Bl. Com. 294; Burn's Just. Felony, iv. See 6 Humph. 113.

3. By the common law, informers, who are entitled under penal statutes to part of the penalty, are not in general competent witnesses. But when a stat−ute can receive no execution, unless a party interested be a witness, then it seems proper to admit him, for the statute must not be rendered ineffectual for want of proof. Gilb. 114. In many acts of the legislature there is a provision that the informer shall be a witness, notwithstanding the reward. 1 Phil. Ev. 92, 99.

RHODE ISLAND. The name of one of the original states of the United States of America. This state was settled by emigrants from Massachusetts, who assumed the government of themselves by a voluntarry association, which was soon discovered to be insufficient for their protection. In 1643, a charter of incorporation of Providence Plantations was obtained; and in 1644, the two houses of parliament, during the forced absence of Charles the First, granted a char−ter for the incorporation of the towns of Providence, Newport and Portsmouth, for the absolute government of themselves, according to the laws of England. Soon after the restoration of Charles the Second, in July, 1663, the inhabi−tants obtained a new charter from the crown. Upon the accession of James, the inhabitants were accused of a violation of their charter; and a quo warranto was filed against them, when they resolved to surrender it. In 1686, their government was dissolved, and Sir Edward Andros assumed, by royal authority, the administration of the colony. The revolution of 1688 put an end to his power and the colony immediately resumed its charter, the powers of which, with some interruptions, it continued to maintain and

exercise down to the period of the American Revolution.

2. This charter remained as the fundamental law of the state until the first Tuesday of May, one thousand eight hundred and forty−three. A convention of the people assembled in November, 1842, and adopted a constitution which went into operation in May, 1843, as above mentioned.

3. By the third article of the constitution the powers of the government are distributed into three departments; the legislative, the executive, and the judicial.

4. − _1. The fourth article regulates the legislative power as follows, to wit: Sect. 1. This constitution shall be the supreme law of the state, and any law inconsistent therewith shall be void. The general assembly shall pass all laws necessary to carry this constitution into effect.

5. − Sect. 2. The legislative power, under this constitution, shall be vested in two houses, the one to be called the senate, the other the house of representatives; and both together the, general assembly. The concurrence of the two houses shall be necessary to the enactment of laws. The style of their laws shall be, It is enacted by the general assembly as follows.

6. − Sect. 3. There shall be two sessions of the general assembly holden annually; one at Newport, on the first Tuesday of May, for the purposes of election and other business; the other on the last Monday of October, which last session shall be holden at South Kingstown once in two years, and the intermediate years alternately at Bristol and East Greenwich; and an adjournment for the October session shall be holden annually at Providence.

7. − Sect. 4. No member of the general assembly shall take any fee, or be of counsel in any case pending before either house of the general assembly, under penalty of forfeiting his seat, upon proof thereof to the satisfaction of the house of which he is a member.

8. − Sect. 5. The person of every member of the general assembly shall be exempt from arrest and his estate from attachment, in any civil action, during the session of the general assembly, and two days before the commencement, and two days after the termination thereof; and all process served contrary hereto shall be void. For any speech in debate in either house, no member shall be questioned in any other place.

9. − Sect. 6. Each house shall be the judge of the elections and qualifications of its members; and a majority shall constitute a quorum to do business; but a smaller number may adjourn from day to day, and may compel the atten−dance of absent members, in such manner, and under such penalties, as may be prescribed by such house or by law. The organization of the two houses may be regulated by law, subject to the limitations contained in this constitution.

10. − Sect. 7. Each house may determine its rules of proceeding, punish contempts, punish its members for disorderly behaviour, and, with the concurrence of two−thirds, expel a member; but not a second time for the same cause.

11. − Sect. 8. Each house shall keep a journal of its proceedings. The yeas and nays of the members of either house, shall, at the desire of one−fifth of those present, be entered on the journal.

12. − Sect. 9. Neither house shall, during a session, without the consent of the other, adjourn for more than two days, nor to any other place than that in which they may be sitting.

13. − Sect. 10. The general assembly shall continue to exercise the powers they have heretofore exercised, unless prohibited in this constitution.

14. − Sect. 11. The senators and representatives shall receive the sum of one dollar for every day of attendance, and eight cents per mile for travelling expenses in going to and returning, from the general assembly. The general assembly shall regulate the compensation of the governor and all other officers, subject to the limitations contained in this constitution.

15. − Sect. 12. All lotteries shall hereafter be prohibited in this state, except those already authorized by the general assembly.

16. − Sect. 13. The general assembly shall have no power hereafter, without the express consent of the people, to incur state debts to an amount exceeding fifty thousand dollars, except in time of war, or in case of insurrection or invasion, nor shall they in any case, without such consent, pledge the faith of the state for the payment of the obligations of others. This section shall not be construed to refer to any money that may be deposited with this state by the government of the United States.

17. − Sect. 14. The assent of two−thirds of the members elected to each house of the general assembly shall be required to every bill appropriating the public money or property for local or private purposes.

18. − Sect. 15. The general assembly shall, from time to time, provide for making new valuations of property for

the assessment of taxes, in such manner as they may deem best. A new estimate of such property shall be taken before the first direct state tax, after the adoption of this constitution, shall be assessed.

19. − Sect. 16. The general assembly may provide by law for the continuance in office of any officers of annual election or appointment, until other persons are qualified to take their places.

20. − Sect. 17. Hereafter when any bill shall be presented to either house of the general assembly, to create a corporation for any other than for religious, literary or charitable purposes, or for a military or fire company, it shall be continued until another election of members of the general assembly shall have taken place, and such public notice of the pendency thereof shall be given as may be required by law.

21. − Sect 18. It shall be the duty of the two houses upon the request of either, to join in grand committee for the purpose of electing senators in congress, at such times and in such manner as may be prescribed by law for said elections.

22. Having disposed of the rules which regulate both houses, a detailed statement of the powers of the house of representatives will here be given.

23. − 1. The house of representatives is regulated by the fifth article as follows; Sect. 1. The house of representatives shall never exceed seventy−two members, and shall be constituted on the basis of population, always allowing one representative for a fraction, exceeding half the ratio; but each town or city shall always be entitled to at least one member; and no town or city shall have more than one−sixth of the whole number of members to which the house is hereby limited. The present ratio shall be one representative to every fifteen hundred and thirty inhabitants, and the general assembly may, after any new census taken by the authority of the United States or of this state, re−apportion the representation by altering the ratio; but no town or city shall be divided into districts for the choice of representatives.

25. − Sect. 2. The house of representatives shall have authority to elect its speaker, clerks and other officers. The senior member from the town of Newport, if any be present, shall preside in the organization of the house.

26. − 2. The senate is the subject of the sixth article, as follows: Sect. 1. The senate shall consist of the lieutenant−governor and of one senator from each town or city in the state.

27. − Sect. 2. The governor, and, in his absence the lieutenant−governor, shall preside in the senate and in grand committee. The presiding officer of the senate and grand committee shall have a right to vote in case of equal division, but not otherwise.

28. Sect. 3. If, by reason of death, resignation, absence, or other cause, there be no governor or lieutenant governor present, to preside in the senate, the senate shall elect one of their own members to preside during such absence or vacancy, and until such election is made by the senate, the secretary of state shall preside.

29. − Sect. 4. The secretary of state shall, by virtue of his office, be secretary of the senate, unless otherwise provided by law; and the senate may elect such other officers as they may deem necessary.

30. − _2. The seventh article regulates the executive power. It provides: Sect. 1. The chief executive power of this state shall be vested in a governor, who, together with a lieutenant governor, shall be annually elected by the people.

31. − Sect. 2. The governor shall take care that the laws be faithfully executed.

32. − Sect. 3. He shall be captain general and commander−in−chief of the military and naval force of this state, except when they shall be called into the service of the United States.

33. − Sect. 4. He shall have power to grant reprieves after conviction, in all cases except those of impeachment, until the end of the next session of the general assembly.

34. − Sect. 5. He may fill vacancies in office not otherwise provided for by this constitution, or by law, until the same shall be filled by the general assembly, or by the people.

35. − Sect. 6. In case of disagreement between the two houses of the general assembly, respecting the time or place of adjournment, certified to him by either, he may adjourn them to such time and place as he shall think proper; provided that the time of adjournment shall not be extended beyond the day of the next stated session.

36. − Sect. 7. He may, on extraordinary occasions, convene the general assembly at any town or city in this state, at any time not provided for by law; and in case of danger from the prevalence of epidemic or contagious disease, in the place in which the general assembly are by law to meet, or to which they may have been adjourned; or for other urgent reasons, he may, by proc−lamation, convene said assembly, at any other place within this state.

37. − Sec. 8. All commissions shall be in the name and by the authority of the state of Rhode Island and Providence Plantations; shall be sealed with the state seal, signed by the governor and attested by the secretary.

38. − Sect. 9. In case of vacancy in the office of governor, or of his inability to serve, impeachment, or absence from the state, the lieutenant governor shall fill the office of governor and exercise the powers and authority appertaining thereto, until a governor is qualified to act, or until the office is filled at the next annual election.

39. − Sect. 10. If the offices of governor and lieutenant governor be both vacant by reason of death, resignation, impeachment, absence, or otherwise, the person entitled to preside over the senate for the time being, shall in like manner fill the office of governor during such absence or vacancy.

40. − Sec. 11. The compensation of the governor and lieutenant governor shall be established by law, and shall not be diminished during the term for which they are elected.

41. − Sect. 12. The duties and powers of the secretary, attorney general, and general treasurer, shall be the same under this constitution as are now established, or as from time to time may be prescribed by law.

42. − _3. The judicial power is regulated by the tenth article as follows: Sect. 1. The judicial power of this state shall be vested in one supreme court, and in such inferior courts as the general assembly may from time to time, ordain and establish.

43. − Sect. 2. The several courts shall have such jurisdiction as, may from time to time be prescribed by law. Chancery powers may be conferred on the supreme court, but on no other court to any greater extent than is now provided by law.

44. − Sect. 3. The judges of the supreme court shall in all trials, instruct the jury in the law. They shall also give their written opinion upon any question of law whenever requested by the governor, or by either house of the general assembly.

45. − Sect. 4. The judges of the supreme court shall be elected by the two houses in grand committee. Each judge shall hold his office until his place be declared vacant by a resolution of the general assembly to that effect; which resolution shall be voted for by a majority of all the members elected to the house in which it may originate, and be concurred in by the same majority of the other house. Such resolution sliall not be entertained at any other than the annual session for the election of public officers: and in default of the passage thereof at said session, the judge shall hold his place as herein provided. But a judge of any court shall be removed from office, if, upon impeachment, he shall be found guilty of any official misdemeanor.

46. − Sect. 5. In case of vacancy by death, resignation, removal from the state or from office, refusal or inability to serve, of any judge of the supreme court, the office may be filled by the grand committee, until the next annual election, and the judge then elected shall hold his office as before provided. In cases of impeachment, or temporary absence or inability, the governor may appoint a person to discharge the duties of the office during the vacancy caused thereby.

47. − Sect. 6. The judges of the supreme court shall receive a compensation for their services, which shall not be diminished during their continuance in office.

48. − Sect. 7. The towns of New Shoreham and Jamestown may continue to elect their wardens as heretofore. The other towns and the city of Providence, may elect such number of justices of the peace resident therein, as they may deem proper. The jurisdiction of said justices and wardens shall be regulated by law. The justices shall be commissioned by the governor.

RHODIAN LAW. A code of marine laws established by the people of Rhodes, bears this name. Vide Law Rhodian.

RIAL OF PLATE, and RIAL OF VELLON, comm. law. Denominations of money of Spain.

2. In the ad valorem duty upon goods, &c., the former are computed at ten cents, and the latter at five cents each. Act of March 2, 1799, s. 61, 1 Story's Laws U. S. 626. Vide Foreign Coins.

RIBAUD. A rogue; a vagrant. It is not used.

RIDER, practice, legislation. A schedule or small piece of paper or parchment added to some part of the record; as, when, on the reading of a bill in the legislature, a new clause is added, this is tacked to the bill on a separate piece of paper, and is called a rider.

RIDING, Eng. law. An ascertained district, part of a county. This term has the same meaning in Yorkshire which division has in Lincolnshire. 4 T. R. 459.

RIEN. This is a French word which signifies nothing. It has generally this meaning; as, rien in arrere; rien passe per le fait, nothing passes by the deed; rien per descent, nothing by descent; it sometimes signifies not, as rien culpable, not guilty. Doct. Plac. 435.

RIEN EN ARRERE, pleading. Nothing in arrear; nothing remaining due and unpaid.

2. The plea in an action of debt for rent, may be rien en arrere. This is a good general issue. Cowp. 588: Bac. Ab. Pleas, I; 12 Saund. 297, n. 1; 2 Lord Raym. 1503; 2 Chit. Pl. 486; 4 Bouv. Inst. n. 3576.

RIENS PASSA PAR LE FAIT. The name of a plea; it signifies that nothing pass−ed by the deed; for example, when a deed is acknowledged in court, a man cannot plead non est factum, because the act was done in court, which cannot be denied; but when the deed has been acknowledged in a court not having jurisdiction, the party may avoid the effect or operation of the deed by pleading riens passa par le fait, for this plea does not impeach the court where it was acknowledged. Bac. Ab. Evidence F; 1 Gilb. ET. by Lofft, 326.

RIGHT. This word is used in various senses: 1. Sometimes it signifies a law, as when we say that natural right requires us to keep our promises, or that it commands restitution, or that it forbids murder. In our language it is seldom used in this sense. 2. It sometimes means that quality in our actions by which they are denominated just ones. This is usually denominated rectitude. 3. It is that quality in a person by which he can do certain actions, or possess certain things which belong to him by virtue of some title. In this sense, we use it when we say that a man has a right to his estate or a right to defend himself. Ruth, Inst. c. 2, _1, 2, 3; Merlin,; Repert. de Jurisp. mot Droit. See Wood's Inst. 119.

2. In this latter sense alone, will this word be here considered. Right is the correlative of duty, for, wherever one has a right due to him, some other must owe him a duty. 1 Toull. n. 96.

3. Rights are perfect and imperfect. When the things which we have a right to possess or the actions we have a right to do, are or may be fixed and determinate, the right is a perfect one; but when the thing or the actions are vague and indeterminate, the right is an imperfect one. If a man demand his property, which is withheld from him, the right that supports his demand is a perfect one; because the thing demanded is, or may be fixed and determinate.

4. But if a poor man ask relief from those from whom he has reason to expect it, the right, which supports his petition, is an imperfect one; because the relief which he expects, is a vague indeterminate, thing. Ruth. Inst. c. 2, _4; Grot. lib. 1, c. _4.

5. Rights are also absolute and qualified. A man has an absolute right to recover property which belongs to him; an agent has a qualified right to recover such property, when it had been entrusted to his care, and which has been unlawfully taken out of his possession. Vide Trover.

6. Rights might with propriety be also divided into natural and civil rights but as all the rights which man has received from nature have been modified and acquired anew from the civil law, it is more proper, when considering their object, to divide them into political and civil rights.

7. Political rights consist in the power to participate, directly or indirectly, in the establishment or management of government. These political rights are fixed by the constitution. Every citizen has the right of voting for public officers, and of being elected; these are the political rights which the humblest citizen possesses.

8. Civil rights are those which have no relation to the establishment, support, or management of the government. These consist in the power of acquiring and enjoying property, of exercising the paternal and marital powers, and the like. It will be observed that every one, unless deprived of them by a sen−tence of civil death, is in the enjoyment of his civil rights, which is not the case with political rights; for an alien, for example, has no political, although in the full enjoyment of his civil rights.

9. These latter rights are divided into absolute and relative. The absolute rights of mankind may be reduced to three principal or primary articles: the right of personal security, which consists in a person's legal and uninter−rupted enjoyment of his life, his limbs, his body, his health, and his reputation; the right of personal liberty, which consists in the power of locomotion, of changing situation, or removing one's person to whatsoever place one's inclination may direct, without any restraint, unless by due course of law; the right of property, which consists in the free use, enjoyment, and disposal of all his acquisitions, without any control or diminution, save only by the laws of the land. 1 Bl. 124 to 139.

10. The relative rights are public or private: the first are those which subsist between the people and the government, as the right of protection on the part of the people, and the right of allegiance which is due by the people to the government; the second are the reciprocal rights of hushand and wife, parent and child, guardian and ward, aud master and servant.

11. Rights are also divided into legal and equitable. The former are those where the party has the legal title to a thing, and in that case, his remedy for an infringement of it, is by an action in a court of law. Although the person holding the legal title may have no actual interest, but hold only as trustee, the suit must be in his name, and not in

general, in that of the cestui que trust. 1 East, 497 8 T. R. 332; 1 Saund. 158, n. 1; 2 Bing. 20. The latter, or equitable rights, are those which may be enforced in a court of equity by the cestui que trust. See, generally, Bouv. Ins t. Index, h. t. Remedy.

RIGHT OF DISCUSSION, Scottish law. The right which the cautioner (surety) has to insist that the creditor shall do his best to compel the performance of the contract by the principal debtor, before he shall be called upon. 1 Bell's Com. 347, 5th ed. Vide 8 Serg. & Rawle, 116; 15 Serg. & Rawle, 29, 30 and the articles Surety. Suretyship.

RIGHT OF DIVISION, Scottish law. The right which each of several cautioners (sureties) has to refuse to answer for more than his own share of the debt. To entitle the cautioner to this right, the other cautioners must be solvent, and there must be no words in the bond to exclude it. 1 Bell's Com. 347, 5th ed.

RIGHT OF HABITATION. By this term, in Louisiana, is understood the right of dwelling gratuitously in a house, the property of another. Civ. Code, art. 623; 3 Toull. ch. 2, p. 325; 14 Toull. n. 279, p. 330; Poth. h. t., n. 22−25.

RIGHT OF RELIEF, Scottish law. The right which the cautioner (surety) has against the principal debtor when he has been forced to pay his debt. 1 Bell's Com. 347, 5th ed.

RIGHT PATENT. The name of an ancient writ, which Fitzherbert says, "ought to be brought of lands and tenements, and not of an advowson, or of common, and lieth only of an estate of fee simple, and not for him who has a lesser estate, as tenant in tail, tenant in frank marriage, or tenant for life." F. N. B. 1.

RIGHT, WRIT OF. Breve de recto. Vide Writ of light.

RING DROPPING, crim. law. This phrase is applied in England to a trick frequently practised in committing larcenies. It is difficult to define it; it will be sufficiently exemplified by the following cases. The prisoner, with some accomplices, being in company with the prosecutor, pretended to find a valuable ring wrapped up in a paper, appearing to be a jeweller's receipt for "a rich brilliant diamond ring." They offered to leave the ring with the prosecutor, if he would deposit some money and his watch as a security. The prosecutor having accordingly laid down his watch and money on a table, was beckoned out of the room by one of the confederates, while the others took away his watch and money. This was held to amount to a larceny. 1 Leach, 238; 2 East, P. C. 678. In another case under similar circumstances, the prisoner procured from the prosecutor twenty guineas, promising to return them the next morning, and leaving the false jewel with him. This was also held to be larceny. 1 Leach, 314; 2 East, P. C. 679. In these cases the prosecutor had no intention of parting with the property in the money or goods stolen. It was taken, in the first case while the transaction was proceeding, without his knowledge; and, in the last, under the promise that it should be returned. Vide 2 Leach, 640.

RINGING THE CHANGE, crim. law. A trick practised by a criminal, by which, on receiving a good piece of money in payment of an article, he pretends it is not good, and, changing it, returns to the buyer a counterfeit one, as in the following case: The prosecutor having bargained with the prisoner, who was selling fruit about the streets, to have five apricot's for sixpence, gave him a good shilling to change. The prisoner put the shilling into his mouth, as if to bite it in order to try its goodness, and returning a shilling to the prosecutor, told him it was a bad one. The prosecutor gave him another good shilling which he also affected to bite, and then returned another shilling, saying it was a bad one. The prosecutor gave him another good shilling with which he practised this trick a third time the shillings returned by him being in every respect, bad. 2 Leach, 64.

2. This was held to be an uttering of false money. 1 Russ. on Cr. 114.

RIOT, crim. law. At common law a riot is a tumultuous disturbance of the peace, by three persons or more assembling together of their own authority, with an intent, mutually to assist each other against any who shall oppose them, in the execution of some enterprise of a private nature, and afterwards actually executing the same in a violent and turbulent manner, to the terror of the people, whether the act intended were of itself lawful or unlawful.

2. In this case there must be proved, first, an unlawful assembling; for if a number of persons lawfully met together; as, for example, at a fire, in a theatre or a church, should suddenly quarrel and fight, the offence is an affray and not a riot, because there was no unlawful assembling; but if three or more being so assembled, on a dispute occurring, they form into parties with promises of mutual assistance, which promises may be express, or implied from the circumstances, then the offence will no longer be an affray, but a riot; the unlawful combination will amount to an assembling within the meaning of the law. In this manner any lawful assembly may be converted into a riot. Any one who joins the rioters after they have actually commenced, is equally guilty as if he had joined them while assembling.

3. Secondly, proof must be made of actual violence and force on the part of the rioters, or of such circumstances as have an apparent tendency to force and violence, and calculated to strike terror into the public mind. The definition requires that the offenders should assemble of their own authority, in order to create a riot; if, therefore, the parties act under the authority of the law, they may use any necessary force to enforce their mandate, without committing this offence.

4. Thirdly, evidence must be given that the defendants acted in the riot, and were participants in the disturbance. Vide 1 Russ. on Cr. 247 Vin. Ab. h. t.; Hawk. c. 65, s. 1, 8, 9; 3 Inst. 176; 4 Bl. Com. 146 Com. Dig. h. t.; Chit. Cr. Law, Index, h. t. Roscoe, Cr. Ev. h. t.

RIOTOUSLY, pleadings. A technical word properly used in an indictment for a riot, and ex vi termini, implies violence. 2 Sess. Cas. 13; 2 Str. 834; 2 Chit. Cr. Law, 489.

RIPA. The bank of a river, or the place beyond which the waters do not in their natural course overflow.

2. An extraordinary overflow does not change the banks of the river. Poth. Pand. lib. 50, h. t. See Banks of rivers; Riparian proprietors; Rivers.

RIPARIAN PROPRIETORS, estates. This term, used by the civilians, has been adopted by the common lawyers. 4 Mason's Rep. 397. Those who own the land bounding upon a water course, are so called.

2. Such riparian proprietor owns that portion of the bed of the river (not navigable) which is adjoining his land usque ad filum aquce; or, in other words, to the thread or central line of the stream. Harg. Tr. 5; Holt's R. 499; 3 Dane's Dig. 4; 7 Mass. R. 496; 5 Wend. R. 423; 3 Caines, 319 2 Conn. 482; 20 Johns. R. 91; Angell, Water Courses, 3 to 10; 9 Porter, R. 577: Kames, Eq. part 1, c. 1, s. 1; 26 Wend. R. 404; 11 Stanton, 138; 4 Hill, 369. The proprietor of land adjoining a navigable river has an exclusive right to the soil, between high and low water marks, for the purpose of erecting wharves or buildings thereon. 7 Conn. 186. But see 1 Pennsyl. 462. Vide River.

RIPUARIAN LAW. A code of laws of the Franks, who occupied the country upon the Rhine, the Meuse and Scheldt, who were collectively known by the name Ripuarians, and their laws as Ripuarian law.

RISK. A danger, a peril to which a thing is exposed. The subject will be divided by considering, 1. Risks with regard to insurances. 2. Risks in the contracts of sale, barter, &c.

2. − _1. In the contract of insurance, the insurer takes upon him the risks to which the subject of the insurance is exposed, and agrees to indemnify the insured when a loss occurs. This is equally the case in marine and terrestrial insurance. But as the rules which govern these several contracts are not the same, the subject of marine risks will be considered, and, afterwards, of terrestrial risks.

3. − 1st. Marine risks are perils which are incident to a sea voyage; 1 Marsh. Ins. 215; or those fortuitous events which may happen in the course of the voyage. Poth. Contr. d'assur. n. 49; Pardes. Dr. Com. n. 770. It will be proper to consider, 1. Their nature. 2. Their duration.

4. − 1. The nature of the risks usually insured against. These risks may be occasioned by storms, shipwreck, jetsom, prize, pillage, fire, war, reprisals, detention by foreign governments, contribution to losses experienced for the common benefit, or for expenses which would not have taken place if it had not been for such events. But the insurer may by special contract limit his responsibility for these risks. He may insure against all risks, or only against enumerated risks; for the benefit of particular persons, or for whom it may concern. 2 Wash. C. C. R. 346; 1 John. Cas. 337; 2 John. Cas. 480 1 Pet. 151 2 Mass.,365; 8 Mass. 308. The law itself has made some exceptions founded on public policy, which require that in certain cases men shall not be permitted to protect themselves against some particular perils by insurance; among these are, first, that no man can insure any loss or damage proceeding directly from his own fault. 1 John. Cas. 337; Poth. h. t. n. 65; Pard. h. t. n. 771; Marsh. Ins. 215. Secondly, nor can be insure risks or perils of the sea, upon a trade forbidden by the laws. Thirdly, the risks excluded by the usual memorandum (q. v.) contained in the policy. Marsh. Ins. 221.

5. As the insurance is upon maritime risks, the accidents must have happened on the sea, unless the agreement include other risks. The loss by accidents which might happen on land in the course of the voyage, even when the unloading may have been authorized by the policy, or is required by local regulations, as where they are necessary for sanitary measures, is not borne by the insurer. Pard. Dr. Com. n. 770.

6. − 2. As to the duration of the risk. The commencement and end of the risk depend upon the words of the policy. The insurer may take and modify what risks he pleases. The policy may be on a voyage out, or a voyage in, or it may be for part of the route, or for a limited time, or from port to port. See 3 Kent, Com. 254; Pard. Dr. Com. n. 775; Marsh. 246; 1 Binn. 592. The duration of the risk on goods is considered in Marsh. Ins. 247 a; on ships, p. 280; on freight, p. 278, and 12 Wheat. 383.

7. − 2d. In insurances against fire, the risks and losses insured against, are all losses or damages by fire; but, as in cases of marine insurances, this may be limited as to the things insured, or as to the cause or occasion of the accident, and many policies exclude fires caused by a mob or the enemies of the commonwealth. The duration of the policy is Iimited by its own provisions.

8. − 3d. In insurances on lives, the risks are the death of the party from whatever cause, but in general the following risks are excepted, namely: 1. Death abroad or in a district excluded by the terms of the policy. 2. Entering into the naval or military service without the consent of the insurer. 3. Death by suicide. 4. Death by duelling. 5. Death by the hands of justice. See Insurance on lives. The duration of the risks is limited by the terms of the policy.

9. − _2. As a general rule, whenever the sale has been completed; the risk of loss of the things sold is upon the buyer; but until it is complete, and while something remains to be done by either party, in relation to it, the risk is on the seller; as, if the goods are to be weighed or measured. See Sale.

10. In sales, the risks to which property is exposed and the loss which may occur, before the contract is fully complete, must be borne by him in whom the title resides: when the bargain, therefore, is made and rendered binding by giving earnest, or by part payment, or part delivery, or by a compliance with the requisitions of the statute of frauds, the property, and with it the risk, attaches to the purchaser. 2 Kent, Com. 392.

11. In Louisiana, as soon as the contract of sale is completed, the thing sold is at the risk of the buyer, but with the following modifications: Until the thing sold is delivered to the buyer, the seller is obliged to guard it as a faithful administrator, and if through his want of care, the thing is de−stroyed, or its value diminished, the seller is responsible for the loss. He is released from this degree of care, when the buyer delays obtaining the possession: but he is still liable for any injury which the thing sold may sus−tain through gross neglect on his part. If it is the seller who delays to de−liver the thing, and it be destroyed, even by a fortuitous event, it is be who sustains the loss, unless it appears that the fortuitous event would equally have occasioned the destruction of the thing in the buyer's possession, after delivery. Art. 2442−2445. For the rules of the civil law on this subject, see Inst. 2, 1, 41; Poth. Contr. de Vente, 4eme partie, n. 308, et seq.

RIVER. A natural collection of waters, arising from springs or fountains, which flow in a bed or canal of considerable width and length, towards the sea.

2. Rivers may be considered as public or private.

3. Public rivers are those in which the public have an interest.

4. They are either navigable, which, technically understood, signifies such rivers in which the tide flows; or not navigable. The soil or bed of such a navigable river, understood in this sense, belongs not to the riparian proprietor, but to the public. 3 Caines' Rep. 307; 10 John. R. 236; 17 John. R. 151; 20 John. R. 90; 5 Wend. R. 423; 6 Cowen, R. 518; 14 Serg. & Rawle, 9; 1 Rand. Rep. 417; 3 Rand. R. 33; 3 Greenl. R. 269; 2 Conn. R. 481; 5 Pick. 199.

5. Public rivers, not navigable, are those which belong to the people in general, as public highways. The soil of these rivers belongs generally, to the riparian owner, but the public have the use of the stream, and the authors of nuisances and impediments over such a stream are indictable. Ang. on Water Courses, 202; Davies' Rep. 152; Callis on Sewers, 78; 4 Burr. 2162.

6. By the ordinance of 1787, art. 4, relating to the north−western territory, it is provided that the navigable waters, leading into the Mississippi and St. Lawrence, and the carrying places between the same, shall be common highways, and forever free. 3 Story, L. U. S. 2077.

7. A private river, is one so naturally obstructed, that there is no passage for boats; for if it be capable of being so navigated, the public may use its waters. 1 M'Cord's Rep. 580. The soil in general belongs to the riparian proprietors. (q. v.) A river, then, may be considered, 1st. As private, in the case of shallow and obstructed streams. 2d. As private property, but subject to public use, when it can be navigated; and, 3d. As public, both with regard to its use and property. Some rivers possess all these qualities. The Hudson is mentioned as an instance; in one part it is entirely private property; in another the public have the use of it; and it is public property from the mouth as high up as the tide flows. Ang. Wat. Co. 205, 6.

8. In Pennsylvania, it has been held that the great rivers of that state, as the Susquehanna, belong to the public, and that the riparian proprietor does not own the bed or canal. 2 Binn. R. 75; 14 Serg. & Rawle, 71. Vide, generally, Civ. Code of Lo. 444; Bac. Ab. Prerogatives, B 3; 7 Com. Dig. 291; 1 Bro. Civ. Law, 170; Merl. Repert, h. t.; Jacobsen's Sea Laws, 417; 2 Hill. Abr. c. 13; 2 Fairf. R. 278 3 Ohio Rep. 496; 6 Mass. R. 435; 15

John. R. 447; 1 Pet. C. C. Rep. 64; 1 Paige's Rep. 448; 3 Dane's R. 4; 7 Mass. Rep. 496; 17 Mass. Rep. 289; 5 Greenl. R. 69; 10 Wend. R. 260; Kames, Eq. 38; 6 Watts & Serg. 101. As to the boundaries of rivers, see Metc. & Perk. Dig. Boundaries, IV.; as to the grant of a river, see 5 Cowen, 216; Co. Litt. 4 b; Com. Dig. Grant, E 5.

RIX DOLLAR. The name of a coin. The rix dollar of Bremen, is deemed as money of account, at the custom−house, to be of the value of seventy−eight and three quarters cents. Act of March 3, 1843. The rix dollar is computed at one hundred cents. Act of March 2, 1799, s. 61. Vide Foreign coins.

RIXA, civil law. A dispute; a quarrel. Dig. 48, 8, 17.

RIXATRIX. A common scold. (q. v.)

ROAD. A passage through the country for the use of the people. 3 Yeates, 421.

2. Roads are public or private. Public roads are laid out by public author−ity, or dedicated by individuals to public use. The public have the use of such roads, but the owner of the land over which they are made and the owners of land bounded on the highway, have, prima facie, a fee in such highway, ad medium filum vice, subject to the easement in favor of the public. 1 Conn. 193; 11 Conn. 60; 2 John. 357 15 John. 447. But where the boundary excludes the highway, it is, of course, excluded. 11 Pick. 193. See 13 Mass. 259. The proprietor of the soil, is therefore entitled to all the fruits which grow by its side; 16 Mass. 366, 7; and to all the mineral wealth it contains. 1 Rolle, 392, 1. 5; 4 Day, R. 328; 1 Conn'. Rep, 103; 6 Mass. R. 454; 4 Mass, R. 427; 15 Johns. Rep. 447, 583; 2 Johns. R. 357; Com. Dig. Chimin, A 2; 6 Pet. 498; 1 Sumn. 21; 10 Pet. 25; 6 Pick. 57; 6 Mass. 454; 12 Wend. 98.

3. There are public roads, such as turnpikes and railroads, which are constructed by public authority, or by corporations. These are kept in good order by the respective companies to which they belong, and persons travelling on them, with animals and vehicles, are required to pay toll. In general these companies have only a right of passage over the land, which remains the property, subject to the easement, of the owner at the time the road was made or of his heirs or assigns.

4. Private roads are, such as are used for private individuals only, and are not wanted for the public generally. Sometimes roads of this kind are wanted for the accommodation of land otherwise enclosed and without access to public roads. The soil of such roads belongs to the owner of the land over which they are made.

5. Public roads are kept in repair at the public expense, and private roads by those who use them. Vide Domain; Way. 13 Mass. 256; 1 Sumn. Rep. 21; 2 Hill. Ab. c. 7; 1 Pick. R. 122; 2 Mass. R. 127 6 Mass. R. 454; 4 Mass. R. 427; 15 Mass. Rep. 33; 3 Rawle, R. 495; 1 N. H. Rep. 16; 1 M'Cord, R. 67; 1 Conn. R. 103; 2 John. R. 357; 1 John. Rep. 447; 15 John. R. 483; 4 Day, Rep. 330; 2 Bailey, Rep. 271; 1 Burr. 133; 7 B. & Cr. 304; 11 Price R. 736; 7 Taunt. R. 39; Str. 1004. 1 Shepl. R. 250; 5 Conn. Rep. 528; 8 Pick. R. 473; Crabb, R. P. __102−104.

ROAD, mar. law. A road is defined by Lord Hale to be an open passage of the sea, which, from the situation of the adjacent land, and its own depth and wideness, affords a secure place for the common riding and anchoring of vessels. Hale de Port. Mar. p. 2, c. 2. This word, however, does not appear to have a very definite meaning. 2 Chit. Com. Law, 4, 5.

ROARING. A disease among horses occasioned by the circumstance of the neck of the windpipe being too narrow for accelerated respiration; the disorder is frequently produced by sore throat or other topical inflammation.

2. A horse affected with this malady is rendered less serviceable, and he is therefore unsound. 2 Stark. R. 81; S. C. 3 Engl. Com. Law Rep. 255; 2 Camp. R. 523.

ROBBER. One who commits a robbery. One who feloniously and forcibly takes goods or money to any value from the person of another by violence or putting him, in fear.

ROBBERY, crimes. The felonious and forcible taking from the person of another, goods or money to any value, by violence or putting him in fear. 4 Bl. Com. 243 1 Bald. 102.

2. By "taking from the person" is meant not only the immediate taking from his person, but also from his presence when it is done with violence and against his consent. 1 Hale, P. C. 533; 2 Russ. Crimes, 61. The taking must be by violence or putting the owner in fear, but both these circumstances need not concur, for if a man should be knocked down and then robbed while be is insensible, the offence is still a robbery. 4 Binn. R. 379. And if the party be put in fear by threats and then robbed, it is not necessary there should be any greater violence.

3. This offence differs from a larceny from the person in this, that in the latter, there is no violence, while in the former the crime is incomplete without an actual or constructive force. Id. Vide 2 Swift's Dig. 298. Prin. Pen. Law, ch. 22, _4, p. 285; and Carrying away; Invito Domino; Larceny; Taking.

ROD. A measure sixteen feet and a half long; a perch.

ROGATORY, LETTERS. A kind of commission from a judge authorizing and requesting a judge of another jurisdiction to examine a witness. Vide Letters Rogatory.

ROGUE. A French word, which in that language signifies proud, arrogant. In some of the ancient English statutes it means an idle, sturdy beggar, which is its meaning in law. Rogues are usually punished as vagrants. Although the word rogue is a word of reproach, yet to charge one as a rogue is not actionable. 5 Binn. 219. See 2 Dev. 162 Hardin, 529.

ROLE D'EQUIPAGE. The list of a ship's crew; the muster roll.

ROLL. A schedule of parchment which may be turned up with the hand in the form of a pipe or tube. Jacob, L. D. h. t.

2. In carly times, before paper came in common use, parchment was the substance employed for making records, and, as the art of bookbinding was but little used, economy suggested as the most convenient mode of adding sheet to sheet, as were found requisite, and they were tacked together in such manner that the whole length might be wound up together in the form of spiral rolls.

3. Figuratively it signifies the records of a court or office. In Pennsylvania the master of the rolls was an officer in whose office were recorded the acts of the legislature. 1 Smith's Laws, 46.

ROOD OF LAND. The fourth part of an acre.

ROOT. That part of a tree or plant under ground from which it draws most of its nourishment from the earth.

2. When the roots of a tree planted in one man's land extend into that of another, this circumstance does not give the latter any right to the tree, though such is the doctrine of the civil law; Dig. 41, 1, 7, 13; but such person has a right to cut off the roots up to his line. Rolle's R. 394, vide Tree.

3. In a figurative sense, the term root is used to signify the person from whom one or more others are descended. Vide Descent; Per stirpes.

ROSTER. A list of persons who are in their turn to perform certain duties, required of them by law. Tytler , on Courts Mart. 93.

ROUBLE. The name of a coin. The rouble of Russia, as money of account, is deemed and taken at the custom−house, to be of the value of seventy−five cents. Act March 3, 1843.

ROUT, crim. law. A disturbance of the peace by persons assembled together with an intention to do a thing, which, if executed, would have made them rioters, and actually making a motion towards the execution of their purpose.

2. It generally agrees in all particulars with a riot, except only in this, that it may be a complete offence without the execution of the intended enterprise. Hawk. c. 65, s. 14; 1 Russ. on Cr. 253; 4 Bl. Com. 140; Vin. Abr. Riots, &c., A 2 Com. Dig. Forcible Entry, D 9.

ROUTOUSLY, pleadings. A technical word properly used in indictments for a rout as descriptive of the offence. 2 Salk. 593.

ROYAL HONORS. In diploniatic language by this term is understood the rights enjoyed by every empire or kingdom in Europe, by the pope, the grand duchies of Germany, and the Germanic, and Swiss confederations, to precedence over all others who do not enjoy the same rank, with the exclusive right of sending to other states public ministers of the first rank, as ambassadors, together with other distinctive titles and ceremonies. Vattel, Law of Nat. B. 2, c. 3, _38; Wheat. Intern. Law, pt. 2, c. 3, _2.

RUBRIC, civil law. The title or inscription of any law or statute, because the copyists formerly drew and painted the title of laws and statutes rubro colore, in red letters. Ayl. Pand. B. 1, t. 8; Diet. do Juris. h. t.

RUDENESS, crim. law. An impolite action; contrary to the usual rules observed in society, committed by one person against another.

2. This is a relative term which it is difficult to define: those acts which one friend might do to another, could not be justified by persons altogether unacquainted persons moving in polished society could not be permitted to do to each other, what boatmen, hostlers, and such persons might perhaps justify. 2 Hagg. Eccl. R. 73. An act done by a gentleman towards a lady might be considered rudeness, whicb, if done by one gentleman to another might not be looked upon in that light. Russ. & Ry. 130.

3. A person who touches another with rudeness is guilty of a battery. (q. v.)

RULE. This is a metaphorical expression borrowed from mechanics. The rule, in its proper and natural sense, is an instrument by means of which may be drawn from one point to another, the shortest possible line, which is

called a straight line.

2. The rule is a means of comparison in the arts to judge whether the line be straight, as it serves in jurisprudence, to judge whether an action be just or unjust, it is just or right, when it agrees with the rule, which is the law. It is unjust and wrong, when it deviates from it. lt is the same with our will or our intention.

RULE OF LAW. Rules of law are general maxims, formed by the courts, who having observed what is common to many particular cases, announce this conformity by a maxim, which is called a rule; because in doubtful and unforeseen cases, it is a rule for their decision; it embraces particular cases within general principles. Toull. Tit. prel. n. 17; 1 Bl. Com. 44; Domat, liv. prel. t. 1, s. 1 Ram on Judgm. 30; 3 Barn. & Adol. 34; 2 Russ. R. 216, 580, 581; 4 Russ. R. 305; 10 Price's R. 218, 219, 228; 1 Barn. & Cr. 86; 7 Bing. R. 280; 1 Ld. Raym. 728; 5 T. R. 5; 4 M. & S. 348. See Maxim.

RULE OF COURT. An order made by a court having competent jurisdiction.

2. Rules of court are either general or special; the former are the laws by which the practice of the court is governed; the latter are special orders made in particular cases.

3. Disobedience to these is punished by giving judgment against the disobedient party, or by attachment for contempt.

RULE TO SHOW CAUSE. An order made by the court, in a particular case, upon motion of one of the parties calling upon the other to appear at a particular time before the court, to show cause, if any he have, why a certain thing should not be done.

2. This rule is granted generally upon the oath or affirmation of the applicant; but upon the hearing, the evidence of competent witnesses must be given to support the rule, and the affidavit of the applicant is insufficient.

RULE OF THE WAR, l756, comm. law, war. A rule relating to neutrals was the first rule practically, established in 1756, and universally promulgated, that "neutrals are not to carry on in times of war, a trade which was interdicted to them in times of peace." Chit. Law of Nat. 166; 2 Rob. n. 186; 4 Rob. App.; Reeve on Shipp. 271; 1 Kent, Com. 82; Mann. Law Nat. 196 to 202.

RULE, TERM, English practice. A term rule is in the nature of a day rule, by which a prisoner is enabled by the terms of one rule, instead of a daily rule, to quit the prison or its rules for the purpose of transacting his business. lt is obtained in the same manner as a day rule. See Rules.

TO RULE. This has several meanings: 1. To determine or decide; as, the court rule the point in favor of the plaintiff. 2. To order by rule; as rule to plead.

RULES, English law. The rules of the King's Bench and Fleet are certain limits without the actual walls of the prisons, where the prisoner, on proper security previously given to the marshal of the king's bench, or warden of the fleet, may reside; those limits are considered, for all legal and practical purposes, as merely a further extension of the prison walls.

2. The rules or permission to reside without the prison, may be obtained by any person not committed criminally; 2 Str. R. 845; nor for contempt Id. 817; by satisfying the marshal or warden of the security with which he may grant such permission.

RULES OF PRACTICE. Certain orders made by the courts for the purpose of regulating the practice of members of the bar and others.

2. Every court of record has an inherent power to make rules for the transaction of its business; which rules they may from time to time change, alter, rescind or repeal. While they are in force they must be applied to all cases which fall within them; they can use no discretion, unless such discretion is authorized by the rules themselves. Rules of court cannot, of course, contra−vene the constitution or the law of the land. 3 Pick. R. 512; 2 Har. & John. 79; 1 Pet. S. C. R. 604; 3 Binn. 227, 417; 3 S. & R. 253; 8 S. & R. 336; 2 Misso. R. 98; 11 S. & R. 131; 5 Pick. R. 187.

RUMOR. A general public report of certain things, without any certainty as to their truth.

2. In general, rumor cannot be received in evidence, but when the question is whether such rumor existed, and not its truth or falsehood, then evidence of it may be given.

RUNCINUS. A nag. 1 Tho. Co. Litt. 471.

RUNNING DAYS. In settling the lay days, (q. v.) or the days of demiurrage, (q. v.) the contract sometimes specifies "running days;" by this exprression is, in general, understood, that the days shall be reckoned like the days in a bill of exchange 1 Bell's Comm. 577, 5th ed.

RUNNING OF THE STATUTE OF LIMITATIONS. A metaphorical expression, by which is meant that the time

mentioned in the statute of limitations is considered as passing. 1 Bouv. Inst. n. 861.

RUNNING WITH THE LAND. A technical expression applied to covenants real, which affect the land; and if a lessee covenants that he and his assigns will repair the house demised, or pay a ground−rent, and the lessee grants over the term, and the assignee does not repair the house or pay the ground−rent, an action lies against the assignee at common law, because this covenant runs with the land. Bro. Covenant, 32 Rolle's Ab. 522; Bac. Ab. Covenant, E 4.

2. The same principle which regulates the annexation of incorporeal to corporeal property, determines what covenants may be annexed to a tenure. Those alone which tend directly, not merely through the intervention of collateral causes, to improve the estate, give stability to the tenant's title, assure him, from a defective one, or add to the lord's means on the one hand, the tenant's on the other, of enforcing the stipulations between them, are of this sort. Cro. Eliz. 617; Cro. Jac. 125; 2 H. Bl. 133 T. Jones, 144; Cro. Car. 137, 503.

3. Covenants running with the land pass with the tenure, though not made with assigns. The parties to them are not A and B, but the tenant and the landlord in those characters. When the landlord assigns the reversion, the assignee becomes lord in his room, fills the precise situation and character the assignor was clothed with, and is therefore entitled to the privileges annexed to that character. Whether the tenant is sued by the landlord or his assigns, be is sued by the same person, namely, his lord. The same argument, changing its terms, applies to the tenant's assignee. 5 Co. 24; Cro. Eliz. 552; 3 Mod. 538; 10 Mod. 152; 12 Mod. 371.

4. To make a covenant run with the land, it is not requisite that the cove−nantor should be possessed of any estate; be may be an entire stranger to the land, but the covenantee must have some transferable interest in it, to which the covenant can attach itself, for otherwise the covenant is merely personal. Co. Litt. 385 a; 3 T. R. 393; 2 Sc. 630 2 Bing. N. S. 411. And to make the assignee liable, he must take the estate the covenantee had in the land, and no other, for when he takes another and a different estate in the same land, he cannot sue upon the covenants. 6 East, 289. Vide Breach; Covenant.

5. A covenant running with the land passes to the heir at law, on the death of the ancestor, whether the heir be named in such covenant or not. 2 Lev. 92; 2 Saund. 367 a. Vide Covenant.

RUPEE, comm. law. A denomination of money in Bengal. In the computation of ad valorem duties, it is valued at fifty−five and one half cents. Act of March 2, 1799, s. 61; 1 Story's L. U. S. 627. Vide Foreign coins.

2. The rupee of British India as money of account at the custom−house, shall be deemed and taken to be of the value of forty−four and one half cents. Act of March 3, 1848.

RURAL. That which relates to the country, as rural servitudes. See Urban.

RUSE DE GUERRE. Literally a trick in war; a stratagem. It is said to be lawful among belligerents, provided it does not involve treachery and falsehood. Grot. Droit de la Guerre, liv. 3, c. 1, _9.

RUTA, civ. law. The name given to those things which are extracted or taken from land, as sand, chalk, coal, and such other things. Poth. Pand. liv. 50, h. t.

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