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THE

E. B. Strong

Clerk's Assistant,

IN TWO PARTS.

PART I.

CONTAINING THE MOST USEFUL AND NECESSARY
FORMS OF WRITINGS,

WHICH OCCUR IN THE ORDINARY TRANSACTIONS OF
BUSINESS,

UNDER THE NAMES OF

ACQUITTANCES, AGREEMENTS, ASSIGNMENTS, AWARDS, BARGAINS, BILLS,
BONDS, CONVEYANCES, COVENANTS, DEEDS, EXCHANGES, GIFTS
AND GRANTS, INDENTURES, LEASES, LETTERS OF AT-
TORNEY, LIVRY AND SEISIN, MORTGAGES,
NOTES, RECEIPTS, RELEASES, SALES,
SURRENDERS, WILLS, &c.

AND OTHER INSTRUMENTS.

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Calculated for the use of the Citizens of the United States.  
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PART II.

CONTAINING,

SELECTIONS OF VARIOUS USEFUL PRACTICAL FORMS,
PROCEEDINGS IN PARTITION OF LANDS, &c. &c.

—————
TO WHICH IS ADDED,

AN APPENDIX,

CONTAINING A VARIETY OF PRECEDENTS FOR THE USE OF CORONERS,
JUSTICES OF THE PEACE, OVERSEERS OF THE POOR, AND
OTHER TOWN OFFICERS, PROCEEDINGS IN
DISTRESS FOR RENT, &c. &c.

—————
POUGHKEEPSIE :

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GIFT

TO THE PUBLIC.

TO discuss the utility of compilations of approved precedents adapted to the various exigencies of business, is deemed, at this time, superfluous. It is these which afford the only effectual means of guarding against those errors which are liable to be incurred through the inadvertence of haste, or the ignorance of men unskilled in that technical formality which the policy of the law requires.

In addition to whatever can be deemed useful in the Clerk's Magazine, for which this book is intended as a substitute, we have collected a great variety of precedents of writings, besides a selection of the most useful practical forms, proceedings in partition of lands, proceedings under the "act for the relief of debtors with respect to the imprisonment of their persons" precedents for Coroners, Justices of the Peace, Overseers of the Poor, Constables and other town Officers, which are not to be found in that work.

Although it is, necessarily, to be presumed that errors may have escaped our utmost vigilance, yet it is hoped that few will be found in the following pages which a liberal judgment will not readily excuse. The publishers have been disposed to spare no pains, either in the compilation or execution of this work, to render it as extensively useful as the nature of the undertaking would admit; and they fondly believe that they will not be adjudged to have laboured in vain. The selections have in all cases been made from such books, only, as were of acknowledged authority—Some irregularity will be found to have occurred in our ar-

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rangement from the circumstance, that after the publication had considerably progressed, the plan of it was materially varied from its original design.

On the whole, it is believed, that the **CLERK'S ASSISTANT**, will be found to unite as many advantages as, perhaps, any book of the kind heretofore published—To the man of business, particularly in cases where it may be inconvenient to procure professional aid, this book will be found a valuable assistant, while, it is humbly conceived, it will be, to the professional gentlemen, a convenient manual, which on many occasions may supersede the necessity of turning over the more voluminous books of precedents.

THE EDITORS.

Clerk's Assistant.

OF CONTRACTS OR ARTICLES OF AGREEMENT.

ARTICLES of agreement are used for ascertaining what is mutually agreed upon by the parties thereto, either in respect to the sale of estates, performance of work, service, or any other thing contracted to be done, in consideration of money, wares, &c. And here it is always safest either to have separate bonds in sufficient penalties, or an obligatory penal clause inserted in the body of those articles, for the true performance of what is therein contracted.

Contracts that are not to be performed within the space of a year, must be put in writing, otherwise they will not be binding on the parties contracting. And on an agreement for the sale of ten pounds value, or upwards, it is requisite that the buyer actually receive part of the goods sold, give something in part, or as earnest; or that some note or memorandum of the bargain be taken in writing and signed by the parties. See 29 Car. 2. c. 3. *made perpetual* by 1 Jac. 2. c. 17. § 5. also. Laws of New-York 10 Sess. c. 44. § 15.

A single penny given in earnest, and accepted by the seller, confirms any agreement for the sale of goods, &c. though of the greatest value. *Noy. Man. 87.*

Articles for the Sale of an Estate, with a Penal Clause for Performance of Covenants,

ARTICLES of agreement, indented, made, concluded, and agreed upon, the day of _____ in the year of our Lord *between A. B. of, &c. of the one part, and C. D. of, &c. of the other part, as followeth:*

First. The said A. B. in consideration of the sum of 500 dollars of lawful money of _____ to be paid as is herein after mentioned and agreed, doth covenant and agree with the said C. D. that he the said A. B. shall and will, at the proper costs and charges in the law, of the said C. D. on or before, &c. next ensuing, by such conveyances, ways and means, in the law, as the counsel of the said C. D. shall reasonably advise, devise, and require, well and sufficiently grant, convey, and assure to the said C. D. his heirs and assigns, or to whom he or they shall appoint, and to such uses as he or they shall direct, [*Here set forth the premises.*]

And

And the said C. D. for himself, his heirs, executors and administrators, doth covenant, promise, and grant to and with the said A. B. his heirs and assigns, that he the said C. D. shall and will, on executing the said conveyances, pay or cause to be paid to the said A. B. his heirs or assigns, the said sum of 500 dollars as, and for the purchase money, for the said messuage and premises above mentioned.

And it is further agreed by and between the said parties to these presents, that the said C. D. his heirs and assigns, shall and may on or before, &c. next, enter into and upon the said messuage and premises, and from thence receive and take the rents, issues and profits thereof, to his and their own use.

And lastly, For the due performance of all and singular the covenants and agreements aforesaid, the said A. B. and C. D. do bind themselves, their heirs, executors and administrators, each to the other his executors administrators and assigns, in the penal sum of 1000 dollars of lawful money of firmly by these presents. *In witness* whereof the said parties to these presents have hereunto **interchangeably* set their hands and seals, the day and year first above written.

Sealed and delivered in the presence of

(L. S.)

* When this word is inserted, it shews there ought to be two parts.

Articles for rebuilding of Mills.

ARTICLES of agreement indented, made, &c. between A. B. of, &c. C. D. of &c. and E. F. of, &c. of the one part, and G. H. of &c. of the other part.

First, The said G. H. for the considerations herein after mentioned and expressed, doth covenant, promise and agree, to and with the said A. B. C. D. and E. F. and each and every of them, their, each and every of their executors, administrators and assigns, that he the said G. H. shall on or before, &c. next ensuing the day of the date of these presents, repair and go to, &c. and there in a good and workman-like manner, according to the best of his art and skill, by and with the directions of the said A. B. C. D. and E. F. or the one of them, well and sufficiently rebuild, or cause to be rebuilt, the mills of, &c. with such materials, and workmen to be employed under him, as they the said A. B. C. D. and E. F. or any of them, their, or any of their executors, administrators or assigns, shall find, appoint, and provide for the same.

In consideration whereof, and as an encouragement to the said G. H. to be diligent and faithful in the undertaking aforesaid, they the said A. B. C. D. and E. F. do hereby, for themselves, their, and every of their heirs, executors and administrators, covenant, promise and agree to, and with the said G. H. well and truly to pay, or cause to be paid to the said G. H. his executors, administrators or assigns, for all such time as he shall be employed by them the said A. B. C. D. and E. F. or any of them, in rebuilding the mills aforesaid, weekly and every week, the wages of _____ dollars, &c. and so in proportion for a less time than a week, to be paid to him the said G. H. by the said A. B. C. D. and E. F. some or one of them, at, &c. And also that they the said A. B. C. D. and E. F. some or one of them, as a further encouragement to the said G. H. shall and will pay, or cause to be paid, to him the said

G. H.

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G. H. over and above the wages aforesaid, the sum of ten dollars, lawful money of in manner following, that is to say; five dollars one half thereof, to be paid down in hand, and the other five dollars to be paid him on the finishing of the rebuilding of the mills aforesaid, to the satisfaction and good liking of them the said A. B. C. D. and E. F. their executors, administrators or assigns, or any of them.

And lastly, The said G. H. doth covenant, promise and agree to, and with the said A. B. C. D. and E. F. their executors, administrators and assigns, and every of them, by these presents, that he the said G. H. shall not absent or depart from the work and rebuilding aforesaid, without leave in writing first had and obtained from the said A. B. C. D. and E. F. or some or one of them, for the doing thereof, on pain of forfeiting for every day of such absence, the sum of one dollar, to be stopped and deducted by the said A. B. C. D. and E. F. some or one of them, their, some or one of their executors, administrators or assigns, out of the wages aforesaid. *In witness, &c.*

Articles between a Merchant and his Apprentice.

ARTICLES of agreement indented, made, &c. between A. B. of, &c. of the one part, and C. D. son of E. D. of, &c. and the said E. D. of the other part, in manner following, that is to say:

Whereas the said A. B. on the day of the date of these presents, in consideration of the affection which he hath and beareth to the said C. D. is contented to take the said C. D. to be his apprentice or servant in merchandizing affairs: and to employ him therein, as well in parts beyond the seas, as in the state where the said A. B. shall or may hereafter, or now hath trading, and dealings, for the space of seven years, to commence from, &c. And thereupon the said E. D. father of the said C. D. doth covenant and agree to and with the said A. B. his executors, administrators and assigns, in manner following, that is to say:

First, That the said C. D. his son, shall, during the said term of seven years, (if he so long live) diligently and faithfully, to the utmost of his power and skill, serve him the said A. B. in his trade of merchandizing, and other his lawful affairs, in such place and places, as he the said A. B. shall think fit to appoint: *And* that the said C. D. at all times hereafter, during the said term, shall receive and take into his charge and custody, all such goods, wares and merchandizes whatsoever, as by, or for the use or account of the said A. B. shall be consigned or sent to him the said C. D. or which he shall any way be entrusted with: *And* also sell, utter and dispose of the same goods, wares and merchandizes to the best profit and advantage he can, for the said A. B. his executors, administrators and assigns: *And* shall also, during the said term, duly follow and perform the advice, directions and orders of him the said A. B. which shall by letter, or otherwise, be sent, given, or made known to him the said C. D. about or concerning the merchandizing and business aforesaid.

And that he the said C. D. shall, at the proper costs and charges of the said A. B. his executors or administrators, provide and keep in good and due order, the books of accounts concerning his said employment as aforesaid, according to the custom of merchants in such cases: *And* shall deal justly and faithfully to and with the said A. B. his executors, administrators and assigns, in all and every his accounts, reckonings, bargains and dealing relating to his said employment:

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employment: *And* shall constantly, once in six months, during the term aforesaid, transmit and give in to the said A. B. his executors, administrators, or assigns, true accounts of all the business and dealings of him the said C. D. in the premises: *And* shall also send letters of advice to the said A. B. when abroad, of all occurrences wherewith it shall be proper the said A. B. should be acquainted. *And* it is further agreed that the said C. D. shall from time to time, upon reasonable request, shew and produce all his books of accounts concerning his dealings aforesaid, and make and give unto the said A. B. his executors, administrators or assigns, a just, true, and faithful account in writing, of, for, and concerning all and every such goods, wares, money, debts and merchandizes whatsoever, as well of the said A. B. for his own proper use, as jointly with any other person, or persons, which shall hereafter come to the hands or charge of him the said C. D. or for which the said C. D. should or ought to be accountable unto the said A. B. his executors, administrators or assigns: *And* likewise that he the said C. D. shall, within one month next after such account made and given him in, well and truly pay and deliver to the said A. B. his executors, administrator or assign, all and every such wares, money, goods, debts, merchandizes, and other things whatsoever, as by or upon the foot of the said final account shall appear and be found due and belonging to him the said A. B. his executors, administrators or assigns, by or from the said C. D. *In witness* &c.

Articles of Marriage.

ARTICLES of agreement of three parts, indented, made, &c. of, &c. between A. B. of, &c. of the first part, E. D. of, &c. daughter of, &c. of the second part, and C. D. of, &c. and E. F. of, &c. of the third part, as followeth:

Whereas the said E. D. is seized to herself and her heirs in fee simple, of and in certain lands, messuages or tenements, with their appurtenances situate, lying and being, &c. *And whereas* a marriage is shortly intended to be had and solemnized between the said A. B. and E. D. with whom the said A. B. is to have and receive 2000 dollars in money, over and besides the lands, &c. above mentioned; and as for her marriage portion, it is therefore covenanted and agreed, by and between the said parties to these presents, in manner and form following, that is to say:

First, The said A. B. for himself, his heirs, executors and administrators, doth covenant and agree, to and with the said C. D. and E. F. their heirs and assigns, that they the said A. B. and E. D. his intended wife, in case the said intended marriage shall be had and solemnized, by fine and other good and sufficient conveyances in the law, shall settle and assure all those lands, messuages or tenements, with the appurtenances, whereof she the said E. D. is seized as aforesaid, to the use and behoof of the said A. B. and his assigns, during the term of his natural life; and from and after the determination of that estate, then to the use and behoof of the said C. D. and E. F. their heirs and assigns, during the natural life of the said A. B. in trust, to preserve and support the contingent remainders herein after limited; and from and after the decease of the said A. B. then to the use and behoof of the said E. D. his said intended wife, for and during the term of her natural life; and from and after her decease, then to the use and behoof of the heirs of the body of the said E. D.

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E. D. by the said A. B. lawfully to be begotten; and for the default of such issue, then to the use and behoof of the said E. D. her heirs and assigns forever, and to and for no other use, intent or purpose whatever.

And whereas the said E. D. is also possessed of, or interested in, for the remainder of a term of ninety-nine years, (if she shall so long live) all that messuage or tenement, with the appurtenances, situated, &c. by virtue of a certain indenture of lease thereof granted to the said E. D. by L. M. of, &c. *Now* the said A. B. for himself, his heirs, executors and administrators, doth further covenant, grant and agree to and with the said C. D. and E. F. their heirs and assigns, that they the said A. B. and E. D. his said intended wife (in case the said marriage shall take effect) shall and will, by like good and sufficient conveyances in the law, settle and assure the said messuage or tenement, with the appurtenances, in such manner, as that the same may be held and enjoyed, and the rents and profits thereof may be had, received and taken by the said A. B. and his assigns, during so many years of the said term, as he shall happen to live; and from and after his decease then by the said E. D. his said intended wife, and her assigns, for and during so many years of the said term as she shall happen to live: and from and after her decease, then by such children of the said E. D. by the said A. B. to be begotten, in such a manner as it may not be in the power of the said A. B. to defeat such their issue; and for default of such issue, then by the executors, administrators or assigns of the said E. D. and upon no other trust, and to and for no other use, intent or purpose whatsoever.

And forasmuch as the said A. B. is not at present seized or possessed of an estate sufficient to make a jointure for the said E. D. his intended wife, equivalent to her fortune, the said A. B. doth for himself, his heirs, executors and administrators, covenant, grant and agree to and with the said C. D. and E. F. their heirs and assigns, that in case the said intended marriage shall take effect, and he the said A. B. shall happen to die in the life time of the said E. D. that then he the said A. B. shall and will, by his last will and testament in writing, or otherwise, give and assure unto the said E. D. the sum of 2000 dollars, of lawful money of or the full value thereof in lands, tenements, goods or chattels, to be at her own proper disposal, and to be by her received and taken to her own proper use and benefit. *In witness, &c.*

To make an Assignment of a Lease.

Article, &c.——

WHEREAS J. B. hath by his deed indented, dated, &c. demised, and to farm letten unto the said A. B. all that messuage, &c. To have and to hold to him the said A. B. his, &c. (*reciting the lease*) as by the said deed more fully appears: *Now* the said A. B. in consideration, &c. doth hereby for himself, &c. That he the said A. B. before the &c. day of, &c. shall and will, at the costs of him the said C. D. his executors or administrators, by deed indented, assure, assign and grant over to the said C. D. his, &c. the said messuage, &c. and all his estate, right, title and demand therein: *To have and to hold* to the said C. D. his, &c. during the residue of the said term of years then to come of, in and to the same, by virtue of the said deed indented under the rents, covenants and agreements therein specified. *In witness, &c.*

B

An

An agreement for building a House.

BE it remembered, That on this day of it is agreed between A. B. of and C. D. of in manner and form following, viz. the said C. D. for the considerations herein after mentioned, doth for himself, his heirs, executors and administrators, covenant with the said A. B. his executors, administrators and assigns, that he the said C. D. or his assigns, shall and will, within the space of next after the date hereof, in a good and workman-like manner, and according to the best of his knowledge and skill, at well and substantially erect, build and finish one house or messuage, according to the draught or scheme hereunto annexed, of the dimensions following, viz. and compose the same with such stone or brick, timber and other materials, as the said A. B. or his assigns, shall find and provide for the same: *In consideration* whereof the said A. B. doth for himself, his executors and administrators, covenant with the said C. D. his executors, administrators and assigns, well and truly to pay unto the said C. D. his executors, administrators or assigns, the sum of of lawful money of in manner following, viz. part thereof at the beginning of the said work more another part thereof when the said work shall be half done, and the remaining in full for the said work, when the same shall be completely finished: *And* also that he the said A. B. his executors, administrators or assigns, shall and will, at his and their own proper expence, find and provide all the stone, brick, tile, timber, and other materials necessary for making and building of the said house. *And* for the performance of all and every the articles and agreements above mentioned, the said A. B. and C. D. do hereby bind themselves, their executors, administrators and assigns, each to the other, in the penal sum of firmly by these presents. *In witness, &c.*

An Agreement for an hired Servant.

AR TICLES of agreement indented, &c. between W. S. of the one part, and W. M. of the other part, as follows, viz.

The said W. M. for the consideration herein mentioned, doth covenant, promise and agree, to and with the said W. S. his executors, administrators and assigns, by these presents, in manner following, that is to say, That the said W. M. shall and will for and during the term and time of years, to begin and be accounted from the date of these presents, serve, abide, and continue with the said W. S. his executors, administrators and assigns, his and their covenant servant, and diligently and faithfully, according to the best and utmost of his power, skill and knowledge, exercise and employ himself in, and do and perform such service and business whatsoever, as well relating to the trade of which the said W. S. now useth, as in and about all other business, matters and things whatsoever, as the said W. S. shall from time to time order, direct and appoint, to and for the most profit and advantage of the said W. S. that he can and shall and will keep the secrets of the said W. S. relating to the said trade and business; and likewise be just, true and faithful to the said W. S. in all matters and things, and no ways wrongfully to detain, embezzle, or purloin any monies, goods or things whatsoever, belonging to the said W. S. *And* also shall and will keep just, true and faithful accounts in the books of the said W. S. of all goods bought and sold, monies received and paid, and all other things whatsoever, relating to the business of the said W. S. as shall be committed to his care, management or disposal; and from time to time shall
pay

pay all monies which he shall receive, of, or belonging to, or by order of the said W. S. into his hands, and make and give up true and fair accounts of all his actions and doings in the said employment, without fraud or delay, when and as often as he shall be thereto required. *And in consideration* of the premises, and of the several matters and things by the said W. M. to be performed as aforesaid, the said W. S. doth for himself, his executors and administrators, covenant, promise and agree, to and with the said W. M. by these presents, that the said W. S. his executors and administrators, shall and will find and provide unto and for the said W. M. in his dwelling house, meat, drink, washing and lodging; and also well and truly pay, or cause to be paid unto the said W. M. his executors, administrators or assigns the sum of a year, of lawful money of for the first years, by equal quarterly payments, and shall and will allow the said W. M. such reasonable expences in and about the business aforesaid as he the said W. S. shall think fit: *And* said parties do mutually covenant and agree to and with each other, *viz.* That if the said W. S. shall not be willing to continue the said W. M. in his service after the expiration of the said years: or if the said W. M. shall not be willing to continue with the said W. S. after the expiration of the said years; in either of the said cases the said parties shall and will give months notice of such their mind and intention, before the expiration of the said term. *In witness, &c.*

Minutes of Agreement on a Sale of Wheat.

MEMORANDUM---It is agreed by and between E. F. of, &c. and G. H. of, &c. That he the said G. H. in consideration of three hundred bushels of wheat sold to him this day by the said E. F. and by him agreed to be delivered to the said G. H. free of all charges and expences whatsoever on or before, &c. next, shall and will pay, or cause to be paid to the said E. F. or his assigns within three months after such delivery, the sum of, &c. And the said E. F. in consideration of the agreement aforesaid, of the said G. H. doth promise and agree, on or before, &c. aforesaid, at his own proper expence, to send in and deliver to the said G. H. or his assigns, the said three hundred bushels of wheat so sold him as aforesaid, and that he the said E. F. shall and will warrant the same to be good, clean and merchantable grain. *In witness* whereof the parties above named have hereunto set their hands, &c. *Witness, &c.*

Minutes of Agreement between a Housekeeper and his Lodger.

MEMORANDUM---It is agreed by and between E. F. of, &c. and G. H. of, &c. as follows, *viz.* The said E. F. in consideration of the rent hereinafter mentioned and agreed to be paid to him, hath letten to the said G. H. one room, up two flights of stairs forwards, part of the now dwelling house of the said E. F. situate, &c. together with the furniture at present standing therein, that is to say, one table, &c. *To hold* to the said G. H. for the term of two years, to commence from, &c. at the yearly rent of, &c. to be paid quarterly to the said E. F. at, &c.

The said G. H. in consideration hereof agrees to pay the aforesaid yearly rent of, &c. at the times above limited for payment thereof: and at the end
of

of the term, or in case of any default in the payment, shall and will, on request of the said E. F. or his assigns, immediately yield and deliver up to him or them, the peaceable and quiet possession of the said room, together with the whole furniture, he, from the first entrance thereon, there found and possessed, in good and sufficient plight and condition, reasonable wear and tare only excepted. *In witness, &c.*

OF AWARDS and ARBITRATIONS.

AN award is a judgment given by persons chosen by contesting parties for determining the matters in controversy according to the compromise and submission, and agreeable to reason and good conscience. *

The submission is either by bond or rule of court (which last is surest) and is to set forth the particular matters in difference, and submit the determination thereof to certain persons therein named.

Where an award is made by a single person, he is generally called an *umpire*, and his judgment is an *umpirage*: but when by more, the determination is called an *award* or *arbitration*, and the actors therein *arbitrators*.

The judgment of award must be reasonable, so that what is awarded to be done by one party, be the consideration of what the other is to do, otherwise it is void, as it would be in case where any thing unlawful or impossible is awarded.

It must likewise admit of no doubtfulness or uncertainty in particulars awarded; and at the same time finally determine the points submitted, otherwise it is also void. *See Bacon's law of awards.*

* Spelm. Gloss. p. 53.

The Form of an Award made by two Arbitrators.

TO all to whom these presents shall come, we E. F. of, &c. and G. H. of, &c. send greeting. *Whereas* there are several accounts depending, and divers controversies and disputes have lately arisen between A. B. of, &c. of the one part, and C. D. of, &c. of the other part, touching and concerning, &c. *And whereas*, for the putting an end to the said differences and disputes, they the said A. B. and C. D. by their several bonds and obligations, bearing date, &c. are reciprocally bound each to the other, in the penal sum of, &c. to stand to, abide, perform and keep the award, order and final determination of us the said E. F. and G. H. arbitrators indifferently chosen between the said parties, to arbitrate, &c. [*as in the bond*] so as the said award be made in writing under our hands and seals, and ready to be delivered to the parties in difference, on or before, &c. next, as by the said in part recited bonds or obligations, with the conditions there under written, may appear: *Now know ye*, That we the said arbitrators, whose names are hereunto subscribed, and seals affixed, taking upon us the burden of the said award, and having fully examined, and duly considered the proofs and allegation of both the said parties, *do*, for the settling amity and friendship between them, make and publish this our award, by and between the said parties, in manner following, that is to say: *First*, We do award and order, that all actions, suits, quarrels and controversies whatsoever, had, moved, arisen or depending between the said parties, in law or equity, for any manner or cause whatsoever, touching the said premises

to the day of the date hereof, shall cease, and be no further prosecuted: And that each of the said parties shall bear and pay his own costs and charges, in any wise relating to, or concerning the said premises. And we do also award and order, that the said A. B. shall pay, or cause to be paid, to the said C. D. the sum of, &c. within the space of, &c. And further, we do hereby award and order, that the said C. D. shall on or before, &c. pay, or cause to be paid, to the said A. B. the sum of, &c. or give sufficient security for the same to the said A. B. And lastly, We do award and order, that the said A. B. and C. D. on the receipt of the several sums of, &c. shall in due form of law, execute each to the other of them, or the other's use, general releases, sufficient in the law for the releasing by each to the other of them, his heirs, executors and administrators, of all actions, suits, arrests, quarrels, controversies and demands whatsoever, touching or concerning the premises aforesaid, or any matter or thing thereunto relating, from the beginning of the world to the day of the date of, &c. [*Here mention the date of the arbitration bonds.*] last past. In witness whereof we have hereunto set our hands and seals, the, &c. in the year, &c.

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An Umpirage for want of a Determination by Arbitrators chosen.

TO all, &c. I, J. K. of, &c. send greeting. Whereas there are several accounts depending, &c. [*Here go on as in the former award, until you come to*] to stand to, &c. the award, and final determination of E. F. of, &c. and G. H. of, &c. arbitrators indifferently chosen between the said parties to arbitrate, &c. [*as in the condition of the bonds*] so as the said award was made in writing, under the hands and seals of the said arbitrators, and ready to be delivered to the parties in difference, on or before, &c. last past. And if the said arbitrators did not draw up the said award in writing, and deliver the same as aforesaid, on or before the said, &c. then the said parties were to stand to, abide, observe, perform and keep the award, umpirage, final end and judgment of me the said J. K. umpire indifferently chosen between the said parties, for the composing and ending the differences aforesaid; so as my said award, umpirage and determination may be made in writing, under my hand and seal, and ready to be delivered to the said parties, on or before, &c. as by the said part recited bonds or obligations, with the conditions there under written, may appear: And whereas the said E. F. and G. H. did make up the said award between the said parties, within the time limited by the said in part recited bonds or obligations as aforesaid; whereby and on which account, the composing, ending and determining the said differences and matters in dispute, now depends wholly upon me: Now know ye, That I the said J. K. having taken upon me the business and charge of the said award and umpirage, and being willing to set the said parties at peace and concord, by making a final end of the controversies between them; and having deliberately and at large, heard, examined and duly considered the grievances, allegations, titles, vouchers and evidences of both the said parties, in relation to the said premises in dispute, do make, publish, declare and deliver this my award or umpirage in manner following; that is to say: First I arbitrate, award, judge, order, &c. determine, that, &c. [*Here insert the several particulars of the award.*] In witness, &c.

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An Award or Umpirage by a single Person elected to arbitrate.

TO all &c. I, E. F. of &c. send greeting. *Whereas, &c.* [*Here go on as in the award made by two arbitrators until you come to*] to stand to, &c. the award, order and final determination of me the said E. F. indifferently elected and chosen between the said parties, to arbitrate, &c. [*As in the conditions of the bonds.*] so as my said award or umpirage be made in writing, under my hand and seal, and ready to be delivered to the said parties, on or before, &c. as in and by the said in part recited bonds or obligations, and the conditions thereof, may appear: *Now know ye*, that I the said E. F. [*Here go on as in the last precedent.*] In witness, &c.

The Form of a Submission to an Arbitration, in order to make it a Rule of Court.

BE it remembered, That C. D. of, &c. and E. F. of, &c. being desirous finally to end and determinē divers controversies, suits and quarrels that have lately arisen between them, did on, &c. agree to submit it and refer all the said controversies, suits and quarrels to the award and determination of G. H. of, &c. and J. K. of, &c. arbitrators for that end indifferently chosen by the said parties; which said award is to be made in writing under the hands and seals of the said arbitrators and ready to be delivered to the said parties, on or before, &c. And the said parties did mutually promise and oblige themselves that they would obey, perform and execute such award as the said arbitrators should make in the premises. *Now* the said parties do further agree, that the said submission shall be made a rule in the court of, &c. at and that they will be finally concluded by the arbitration that shall be made in the premises by the said arbitrators, pursuant to such submission.

Witness, &c.

BILLS and NOTES for the Payment of Money.

A Penal Bill, for payment of Money.

KNOW all men by these presents, that I, C. D. of, &c. do owe unto E. F. of, &c. the sum of lawful money of to be paid to the said E. F. his executors, administrators or assigns, on or before the next ensuing the day of the date hereof; for the which payment well and truly to be made, I bind myself, my heirs, executors, administrators and assigns, in the penal sum of of like money, firmly by these presents. *In witness, &c.*
Scaled, &c.

A single Bill for payment of Money, i. e. without a penalty,

KNOW all men by these presents, that I, C. D. of, &c. do owe and am indebted to E. F. of, &c. the sum of of lawful money of to be to the said E. F. his executors, administrators or assigns, on or before, &c. *In witness, &c.*

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 The form of a Promissory Note, or a common Note for Money.

I Promise to pay to C. D. or order, the sum of, &c. three months after date [or, on demand if thought necessary] for value received. Witness my hand this ninth day of July, 1803.

Another.

FOR value received, I promise to pay to C. D. or order, the sum of on demand, with interest till paid [or, on or before the day of with interest, &c.] Witness, &c.

Necessary Observations on Promissory Notes, &c.

THESE notes are assignable by indorsement, as bills of exchange are, and will, in case a certain time of payment be therein fixed, bear interest from the time due, provided the note be protested by a notary public, within three days after that time; so that in all cases, except where the solvency of the drawer or debtor is doubted, it is best in such notes to mention a certain time of payment, as two or three days after date, or otherwise, as the case requires. The indorser becomes liable to payment, as well as the drawer; and when once an indorsable note, that is to say, one payable to order, is transferred to a third person, it cannot then be in the power of the indorser, by release, or other instrument in writing, to acquit or free the drawer from being liable; the property the indorser at first had in the note, being entirely removed by his indorsement. In the case of a bond or obligatory bill, it is otherwise; for there the obligee, after having assigned the same to a third person, may by release or other specialty, destroy the validity of the obligation, and consequently free the obligor from the burthen thereof. 4 § 5 Ann. c. 9. Gilb. Chan. p. 290.

We shall speak more fully on this point, when we come to speak concerning releases.

OF BONDS.

A BOND, penal bill, or obligation, is a deed in writing, whereby one person binds himself to another, to pay a sum of money, or perform some other act. It usually consists of two parts, viz. the obligation, whereby the party is bound, who is generally called the *obligor*: and the condition which expresses what sum is to be paid, or act performed, and to whom, in what manner, and when. The person this obligation is made to, is generally called *obligee*, to whom the *obligor*, by way of penalty, commonly becomes bound in double the sum of money lent, or of the estimated value of the thing to be performed.

If no place is mentioned for payment of the money specified in a condition, the *obligor*, on pain of forfeiting his obligation, is to find out the person of the *obligee*, if he be in the state, and tender the money; but where a place is mentioned, he is not obliged to seek any further. Dy. 14. 271.

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An heir is not bound, unless he be expressly named in the obligatory part of the bond;* but the executors or administrators are bound, though not named; they more representing the person of the deceased obligor, and being entitled to take an advantage of a chattel, when not named, notwithstanding the heir is. *Dy.* 14. 261.

Note. Judgment bonds, as they were called, were formerly much used in the state of New-York; but by an act of the legislature, passed the 27th Feb. 1788, after reciting that "whereas a practice hath lately been introduced of inserting in bonds, bills, covenants and contracts in writing, a clause, or power, or warrant, to confess a judgment thereon, whereby many persons, being ignorant of the efficacy and consequences of such a clause, power or warrant, have suffered great loss;" for remedy whereof it is enacted "That no judgment shall hereafter be entered upon any bond, bill, covenant, or other contract in writing, to be made after the first day of January next, upon the confession of any attorney, by virtue, or in consequence of any warrant, power or authority whatsoever, contained, written or printed in the same instrument, paper or parchment, with the same bond, bill, covenant or contract.—And further, That every attorney, who shall confess any judgment in any case whatsoever, shall, at the time of making such confession, produce his warrant for making the same to the court or judge before whom he makes the same confession, and the same warrant shall then be filed with the proper officer of the court in which the judgment shall be entered." The bond must then be drawn in its simple form, and the warrant of attorney, to confess judgment, must be a separate instrument.

* *Sed vide* L. N. Y. 24 sess. c. 50 *contra*.

A Bond with a Condition from one to one.

KNOW all Men by these presents, That I, C. D. of, &c. in the county of, &c. am held and firmly bound to E. F. &c. in the sum of dollars, of good and lawful money of the United States, to be paid to the said E. F. or his certain attorney, his executors, administrators or assigns; to which payment, well and truly to be made, I bind myself, my heirs, executors and administrators, firmly by these presents: Sealed with my seal. Dated the day of in the year of our LORD one thousand eight hundred and

The condition of this obligation is such, that if the above-bound C. D. his heirs, executors or administrators, do and shall well and truly pay, or cause to be paid, unto the above named E. F. his executors, administrators or assigns, the full sum of, &c. like good and lawful money, as aforesaid, with legal interest for the same, on or before the day of next ensuing the date hereof: Then this obligation to be void, or otherwise to be, and remain in full force and virtue.

*Sealed and delivered
in presence of*

A Bond with a Condition from two to one.

KNOW all men by these presents, that we, C. D. of, &c. and E. F. of, &c. are held and firmly bound to G. H. of, &c. in the sum of 300 dollars of good and lawful money of the United States, to be paid to the said G. H. or his certain attorney, his executors, administrators, or assigns; to which payment well and truly to be made, we bind ourselves, and each of us, by
himself

himself [If one of the obligors be a woman, write thus, viz. by him and herself] for and in the whole, our, and each of our heirs, executors and administrators, firmly by these presents : Sealed with our seals, dated, &c.

The condition of this obligation is such, That if the above bound C.D. and E.F. or either of them, their, or either of their heirs, executors or administrators, do and shall well and truly pay, or cause to be paid, to the said G. H. his executors, administrators or assigns, the full sum of one hundred and fifty dollars, like good and lawful money as aforesaid, with legal interest for the same, on or before the, &c. which shall be in the year of our LORD, &c. Then, &c. otherwise, &c.

A Bond with a Condition from three to one.

K NOW all men by these presents, that we, C.D. of &c. E.F. of, &c. and G. H. of, &c. are held and firmly bound to J. K. of, &c. in the just and full sum of dollars of lawful money of to be paid to the said J. K. or his certain attorney, his executors, administrators or assigns; to which payment well and truly to be made, we bind ourselves, and every one of us by himself, [But if a female be an obligor, then as in the last] for and in the whole, our, and each of our heirs, executors and administrators, firmly by these presents. Sealed, &c.

The condition of this obligation is such, That if the above bound C. D.E. F. and G.H. or either, or any of them, their, or either, or any of their heirs, executors or administrators, do and shall, &c.

A Bond with a Condition from one to two.

K NOW all men by these presents, that I, C. D. of, &c. am held and firmly bound to E. F. of, &c. and G. H. of, &c. in, &c. of good and lawful money to be paid to the said E. F. and G. H. or one of them, or to their certain attorneys, their executors, administrators or assigns : to which payment, well and truly to be made I bind myself, &c.

The condition of this obligation is such, That if the above bound C. D. his heirs, executors or administrators do and shall well and truly pay, or cause to be paid, to the above named E. F. and G. H. or either of them, their or either of their executors, administrators or assigns, the full sum of, &c. Then, &c.

A Bond from three to three.

K NOW all men by these presents, that we, C. D. of, &c. E. F. of &c. and G. H. of, &c. are held and firmly bound to J. K. of, &c. L.M. of, &c. and N. O. of, &c. in &c. of good and lawful money of to be paid to the said J. K. L. M. and N. O. or some of them, or to their certain attorneys, their executors, administrators, or assigns; to which payment well and truly to be made, we bind ourselves, and every of us by himself, for and in the whole, our, and each of our heirs, executors and administrators, firmly by these presents. Sealed, &c.

A Bail Bond.

K NOW all men by these presents, That we, G. H. of J. K. of and L. M. of are held and firmly bound to N. O. Esq. Sheriff of the

the county of _____ in one hundred dollars of good and lawful money of the United States, to be paid to the said N. O. or to his certain attorney, executors, administrators or assigns; to which payment well and truly to be made, we bind ourselves, and every of us by himself, for and in the whole, our, and each of our heirs, executors and administrators, firmly by these presents. Sealed with our seals. Dated the, &c. in the year of our LORD, &c. &c.

The condition of this obligation is such, That if the above bound G. H. do* appear before the justices of the Supreme Court of Judicature of the state of New-York, (or if in the common pleas, say at the next court of common pleas to be holden for the county, or city and county, of _____ at _____ on the, &c. [*here mention the day of return as in the writ*] to answer to R. S. Esq. of a plea of trespass, and also to [*here pursue the words of the writ*] Then this obligation to be void, otherwise to be and remain in full force and virtue.

Sealed and Delivered

In presence of

*i. e. Put in special bail, or bail to the action.

SPECIAL CONDITIONS OF BONDS.

A Condition of a Counter Bond, or Bond of Indemnity, where one man becomes bound for another.

THE Condition of this obligation is such, That whereas the above named A. B. at the special instance and request, and for the only proper debt of the above bound C. D. together with the said C. D. is, in and by one bond or obligation, bearing even date with the obligation above written, held and firmly bound unto E. F. &c. in the penal sum of _____ of lawful money of _____ conditioned for the payment of the sum of _____ with legal interest for the same, on the _____ day of _____ next ensuing the date of the said in part recited obligation, as in and by the said in part recited bond with the condition thereunder written may more fully appear: If therefore the said C. D. his heirs, executors or administrators, do and shall well and truly pay, or cause to be paid, unto the said E. F. his executors, administrators or assigns, the said sum of _____ with legal interest for the same, on the said _____ day of _____ next ensuing the date of the said in part recited obligation, according to the true intent and meaning, and in full discharge and satisfaction of the said in part recited bond or obligation: Then, &c. otherwise, &c.

A Condition of a Counter Bond, where one is Bail for another on a Bail Bond.

WHEREAS the above named C. D. at the special instance and request of the above bound A. B. together with the said A. B. and E. F. of, &c. is bound to G. H. sheriff of the county of, &c. in the penal sum of, &c. conditioned for the appearance of the said A. B. before the justices at _____ on the _____ day of, &c. next to answer N. O. in a plea of, &c. [*Here mention debt or otherwise, verbatim, as expressed in the bail bond*] As by the said in part recited bond or obligation and condition there under written may more fully appear

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appear : Now the condition of this obligation is such, that if the above bound A.B. do and shall appear according to the condition of the said bond or obligation, and as the law in such case requires : and if the said A. B. his heirs, executors and administrators, shall also from time to time, and at all times hereafter, save harmless and indemnify him the said C. D. his executors and administrators, and his and their goods and chattels, lands and tenements, of and from all damages, sum and sums of money, costs and charges whatsoever, which he, they, or any of them, shall or may at any time or times hereafter sustain, or be put unto by reason or means of the said C. D.'s being bound for the appearance of the said A. B. as aforesaid. Then, &c. Or otherwise, &c.

A Condition of a Bond of Indemnity, on a Sheriff's granting a Replevin.

THE condition of this obligation is such, That if the above bound A.B. do appear at the next county court to be holden at _____ in the county of &c. aforesaid, [As mentioned in the obligation, the form of which see under titles, Bonds, Bills, &c.] and there prosecute his action with effect against C. D. for the taking and detaining his cattle, that is to say, one cow, one horse, &c. [Here set forth the goods taken] and do also make return thereof, if a return shall be adjudged by law ; and also do keep harmless and indemnify the above named sheriff, and his under sheriffs for touching and concerning the replevying and delivery of the said cattle, &c. Then &c. or otherwise, &c.

A Condition to pay Money on Marriage or Death, for Goods sold.

THE condition of this obligation is such, That *Whereas* the above named C.D. hath sold unto the above bound A. B. one gold watch, &c. for the sum of &c. to be paid unto him the said C.D. his executors, administrators or assigns, at or upon the day of marriage or hour of death of the said A.B. which shall first happen : If therefore the said A. B. his heirs, executors or administrators, do and shall well and truly pay or cause to be paid unto the said C.D. his executors, administrators or assigns, the sum of &c. of lawful money of _____ within six months after the solemnization of the marriage of the said A. B. or the time of the death of the said A. B. which shall first happen after the date of the above written bond or obligation : Then, &c. Or otherwise, &c.

A Condition of a Bond of Arbitration.

THE condition &c. that if the above bound A.B. his heirs, executors and administrators shall, and do, in and by all things, well and truly stand to, obey, abide, observe, perform, fulfil and keep the award, order, arbitrament, final end and determination of _____ [or any two of them] arbitrators indifferently elected, chosen and named, as well by, and on the part and behalf of the said A.B. as by and on the part and behalf of the above named D.E. to arbitrate, award, order, judge and determine of and concerning all, and all manner of action and actions, cause and causes of actions, suits, bills, bonds, specialties, covenants, contracts, promises, accounts, reckonings, sums of money, judgments, executions, quarrels, controversies, trespasses, damages and demands whatsoever. at any time heretofore had, made, moved, brought, commenced, sued, prosecuted, done, suffered, committed, or depending by or between the said parties,

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 ties, so as the award of the said arbitrators [or any two of them] be made and set down in writing indented, under their [or any two of their] hands and seals, ready to be delivered to the said parties in difference, on or before the day of THEN this, &c.

The Condition of an Arbitration Bond, without or with an Umpirage.

THE condition of this obligation is such, That if the above bound A. B. his heirs, executors or administrators, and every of them, for and on his and their parts and behalves, do and shall well and truly stand to, abide, perform, observe, fulfil and keep the award, order, arbitrament, final end and determination of E. F. of &c. and G. H. of &c. arbitrators indifferently named, elected and chosen, as well on the part and behalf of the above bound A. B. as of the above named C. D. to arbitrate, award, order, adjudge and determine of and concerning all manner of actions, causes of action and actions, suits, bills, bonds, specialties, judgments, executions, extents, accounts, debts, dues, sum and sums of money, quarrels, controversies, trespasses, damages and demands whatsoever both in law or equity, or otherwise howsoever, which at any time or times heretofore have been, had, made, moved, brought, commenced, sued, prosecuted, committed, omitted, done or suffered, by or between the said parties or either of them; so as the said award, arbitrament, judgment, final end and determination between the said parties be made in writing, under the hands and seals of the said arbitrators, and ready to be delivered to the said parties, on or before the day of next ensuing the date of the above written obligation. Then this obligation to be void, or otherwise to be and remain in full force and virtue.

[If an umpire be likewise chosen, then add, just before the conclusion of the above condition, the following clause of umpirage:]

And if the said arbitrators shall not make and draw up their said award in writing under their hands and seals as aforesaid, and ready to be delivered to the said parties on or before the said day of now next ensuing; if then the said A. B. his heirs, executors and administrators, and every of them, do and shall stand to, abide, observe, perform, and keep the award, umpirage, judgment, final end and determination of N. O. of &c. umpire, indifferently elected and chosen between the said parties, for hearing, composing, ending and finally determining all and singular the differences aforesaid; so as the said umpire do make and draw up his said award, umpirage and determination in writing under his hand and seal, and ready to be delivered to the said parties on or before, &c. Then &c.

Condition of a bond for Payment on two several days.

THE condition of this obligation is such, That if the above bound A. B. his heirs, executors or administrators, do, and shall, well and truly pay unto the said C. D. his executors, administrators or assigns the sum of two hundred dollars on or before the day of next ensuing, [or which will be in the year] together with lawful interest for the same, to be paid annually from the date hereof—And the sum of two hundred dollars, on or before the day of next thereafter, [or which will be in the year] together with the lawful interest for the same, to be paid annually, from the date hereof, THEN this obligation, &c.

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Condition of a Bond to procure an Heir at Law to convey when of Age, and for quiet enjoyment, &c.

WHEREAS the above bound I. K. by indenture of bargain and sale [or as the case may be] bearing even dated herewith, and made between her the said I. K. by the name of &c. widow and relict of R. K. late of &c. her late husband, deceased, of the one part, and the above named R. H. by the name of R. H. &c. of the other part, for the considerations therein mentioned, HATH granted &c. unto the said R. H. &c. ALL THAT &c. TO HOLD the same premises unto, and to the use of the said R. H. his heirs and assigns forever : NOW THE CONDITION of the above obligation is such, that if E. K. the only child of R. K. [or heir at law &c. as the case may be] being now an infant of the age of years or thereabouts, at any time or times after she the said E. K. shall have attained the age of twenty-one years, if then sole and unmarried, and if then married, the said E. K. and her husband do and shall, at the request, costs and charges of the said R. H. his heirs or assigns, duly execute all and every further conveyances and assurances, or do commit and suffer any, and every act, deed, matter or thing necessary for the full, complete and absolute conveyance, confirmation and assurance of the said messuages, &c. hereditaments and premises, &c. and every part thereof unto and to the use of the said R. H. his heirs and assigns, discharged of all prior grants, charges and incumbrances by the said E. K. or her said husband, done, committed or suffered ; and if the said R. H. his heirs and assigns, shall and may at all times hereafter, peaceably and quietly have, hold, and enjoy all and singular the said hereditaments and premises, and receive and take the rents, issues and profits thereof, to his and their own use, without any let, suit, interruption, claim or demand of the said E. K. or any issue of her body, or any other person or persons having or lawfully claiming any estate, right, title or interest of, in or to the said hereditaments and premises, or any part thereof, by, from or under her the same E. K. or any of the issue of her body ; THEN &c.

A Condition to marry a certain Person, or pay a Sum of Money.

THE condition of this obligation is such, That if the above bounden A. B. do on or before the day of next ensuing the date of the above written bond or obligation, espouse and lawfully marry, C. D. daughter of &c. if she the said C. D. will thereunto consent, and the laws of this state permit the said marriage to be consummated : Or, if it shall happen the said A. B. shall not marry and take to wife the said C. D. as aforesaid ; if then the said A. B. do not, shall well and truly pay or cause to be paid to the said C. D. her executors, administrators and assigns, the full sum of, &c. of lawful money of on or before the day of &c. next ensuing the said day of, &c. above mentioned, Then, &c. or otherwise, &c.

N. B. The bond on the above condition, must be made in the name of a third person.

A Condition for Payment of a certain Sum yearly to two Persons during their Lives.

THE condition of this obligation is such, That if the above bound A. B. his heirs, executors or administrators, shall well and truly pay or cause to

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to be paid to the said C. D. and E. F. during their natural lives, and the life of the survivor of them, the annual or yearly sum of, &c. of lawful money of on the 25th day of December in every year, the first payment thereof to begin and be made on the 25th day of December next ensuing the date above written: Then, &c. otherwise, &c.

Note, If the word survivor or longer liver be omitted in a condition of this kind, as has been too frequently done, even by practitioners themselves, the bond becomes absolutely void on the death of either of the obligees.

3 Bulstr. 31. See Cro. Jac. 378.

A Condition of a Bond for Performance of Covenants.

THE condition of this obligation is such, That if the above bound A. B. his heirs, executors and administrators and every of them do and shall in all things well and truly observe, perform, fulfil, accomplish, pay and keep all and singular the covenants, grants, articles, clauses, provisoes, payments, conditions and agreements whatsoever, which on the part and behalf of the said A. B. are or ought to be observed, performed, fulfilled, accomplished, paid and kept, comprised or mentioned in certain indentures of, &c. [*Here mention lease, mortgage, assignment: and if articles of agreement say, in certain articles of agreement, or otherwise, as the nature of the deed referred to requires*] bearing even date with the bond or obligation above written, and made or mentioned to be made between the said A. B. of the one part, and the above named C. D. of the other part, [*Where there are more parties in the deed referred to, you must be careful to mention them exactly, as therein described*] according to the purport, true intent and meaning of the same: Then, &c.

A Condition to free a town from the burthen of a bastard Child.

WHEREAS A. B. of, &c. single woman, hath sworn before one of the justices of the peace for the county of, &c. aforesaid,† That the above bound C. D. is the father of the male child she has lately been delivered of, which is likely to become chargeable to the parish of, &c. [*If the woman be not delivered, then say thus, viz. That she is big and pregnant with a bastard child; and that the above bounden C. D. is the father of such child, which when born will become chargeable to the parish of, &c.*] Now the condition of this obligation is such, That if the above bound C. D. E. F. and G. H. or either or any of them, their or either or any of their heirs, executors or administrators do and shall from time to time, and at all times hereafter, fully and clearly acquit, free and discharge, or well and sufficiently save and keep harmless and indemnified the above named J. K. and L. M. church wardens and overseers of the poor of the parish of &c. aforesaid, and their successors for the time being, and every of them; as also the inhabitants and parishioners of the said parish, of, &c. which now are, or hereafter shall be, for the time being, and every of them, of and from all manner of expences, damages, costs and charges whatsoever, which shall or may at any time hereafter arise, happen, grow or be imposed upon them or either or any of them, for or by reason or means‡ of the maintenance, education or bringing up of such male child [*But in case only of pregnancy, proceed thus, viz. †*

* * In the state of New-York, the law requires that this bond be made to the overseers of the poor of the town, and does not associate or connect the church wardens or officers of the parish with them at all.

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of the said A. B's being great with child, as aforesaid or for or by reason of the birth, maintenance, education, and bringing up of such child or children, that she the said A. B. now goeth with and shall be delivered of] and of and from all other actions, suits, troubles, charges, damages and demands whatsoever, touching or concerning the same; Then, &c. otherwise, &c.

Note; When once this security is given to the *town* either by the reputed father, or the mother of the child, with two other sufficient bondsmen both the aggressors become entirely free from the corporal punishment they were before liable to; and of course the authority of the magistrate, in respect to those two offenders in the before mentioned case, from that moment ceases.

That part of the condition which regards *only the pregnancy* of the woman must be upon the voluntary confession of the mother, for she cannot be compelled to submit to an examination till she is delivered, since the child cannot be illegitimate before it is born, there being always a possibility that it may be born in lawful wedlock. *Stra.* 612. *Ld. Raym.* 1368.

A Condition for payment of an annual Sum to one person during life.

THE condition of this obligation is such, That if the above bound A. B. his heirs, executors or administrators, do and shall yearly and every year, during the life of the above named C. D. well and truly pay or cause to be paid to the said C. D. one annual or yearly sum of, &c. at or upon the first days of January, April, July and October, by even and equal portions; the first payment thereof to begin and be made on the first day of next ensuing the date of the above written bond or obligation: Then, &c. otherwise, &c.

A Condition for the payment of money at several days.

THE condition of this obligation is such, That if the above bound P. Q. his heirs, executors or administrators, do and shall well and truly pay, or cause to be paid to the said R. S. his executors, administrators or assigns, the full sum of, &c. of lawful money of in manner following, that is to say, the sum of, &c. part thereof, on or before, &c. next ensuing the date above written: the sum of &c. more thereof on or before, &c. then next following; and the further sum of &c. residue and in full payment thereof, on or before, &c. which shall be in the year of our Lord, &c. without fraud or covin: Then this obligation to be void. But if default shall be made of or in payment of any of the said several and respective sums of money above mentioned or any part thereof, on any of the said several and respective days and times above limited for payment of the same; then this obligation to be and remain in full force and virtue.

A Condition for Payment of Money quarterly.

THE condition of this obligation is such, That if the above bound A. B. and C. D. or either of them, their, or either of their heirs, executors or administrators, do and shall well and truly pay, or cause to be paid to the above named E. F. his executors, administrators or assigns, the full sum of, &c. of lawful money of in manner following, that is to say, the sum of twenty

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twenty dollars, part thereof, on the twenty-fifth day of December next ensuing the date above written; the sum of twenty dollars more thereof, on the twenty-fifth day of March, which shall be in the year of our Lord, &c. the sum of twenty dollars, more thereof on the twenty-fourth of June next ensuing, and the sum of twenty dollars, more thereof, on the twenty-ninth day of September then next following; and so quarterly, and every quarter of a year, one next and immediately ensuing another, on every of the quarter days aforesaid, the sum of twenty dollars, until the said sum of two hundred dollars shall be in such manner fully satisfied, contented and paid; then this obligation to be void: But if default shall be made in payment of the said sum of two hundred dollars, or any part thereof, in manner aforesaid, then this obligation to remain in full force.

A Condition to pay Money at the end of an Apprenticeship, or on Marriage with a particular Person.

THE condition of this obligation is such, That *Whereas* the above named A.B. hath put himself apprentice to C.D. of, &c. with him to dwell and serve as his apprentice, from the day of, &c. unto the full end and term of five years from thence next ensuing, and fully to be complete and ended, as by the said indenture of apprenticeship may more fully appear: and *whereas* the above named E. F. hath before the day of the date of the above written bond or obligation, at several times lent to and disbursed for the said A.B. several sums of money, which amounting in the whole to the sum of, &c. for which the said E.F. is content to take his bond or obligation, payable at the expiration of the apprenticeship of the said A.B. or the day of marriage of the said A.B. with G.H. of, &c. which shall first happen: If therefore the said A. B. his heirs, executors or administrators, or any of them, do and shall well and truly pay or cause to be paid to the said E.F. his executors, administrators or assigns, the full sum of, &c. at the end or expiration of the said apprenticeship of the said A.B. or term of five years above mentioned, or on the day of marriage of the said A.B. with the said G.H. which shall first and next happen to be or come after the date of these presents: Then, &c. or otherwise, &c.

OF ASSIGNMENTS.

ASSIGNMENT is the transferring the interest one hath in lands, goods or any other thing, to another. The person assigning is called the Assignor, and he to whom the assignment is made, the Assignee.

If a person hath a term for years, he cannot assign it, unless he be actually in possession; and if he be not, the assignment must be executed upon the premises intended to be assigned. *Co. Lit.* 46. 47.

By the statute of frauds and perjuries, 29 *Car.* 2 c. 3. the assignment must be by deed.

Upon an assignment of a lease for years, the lessor may, at his election, charge either the lessee or assignee with the rent; but if he accept rent from the assignee, knowing of the assignment, he hath determined his election, and cannot afterwards charge the lessee for rent growing due. 3. *Rep.* 23.

An

An Assignment of a Bond.

WHEREAS A. B. of _____ in and by one bond or obligation, bearing date _____ became bound to C. D. of _____ in the penal sum of 500 dollars, conditioned for the payment of 250 dollars and interest at a day since past, as by the said bond and condition thereof may appear. And whereas there now remains due to the said C. D. for principal and interest on the said bond the sum of 275 dollars of, &c. Now know all men by these presents, that the said C. D. for and in consideration of the said sum of _____ to him in hand paid by E. F. of _____ the receipt whereof the said C. D. doth hereby acknowledge; he the said C. D. hath assigned and set over, and by these presents doth assign and set over unto the said E. F. the said recited bond or obligation, and the monies thereupon due and owing: And all his right and interest of, in and to the same. And the said C. D. for the considerations aforesaid, hath made, ordained, constituted and appointed, and by these presents doth make, &c. the said E. F. his executors and administrators, his true and lawful attorney and attorney irrevocable, for him and in his name, and in the name and names of his executors and administrators, but for the sole and proper use and benefit of the said E. F. his executors administrators and assigns, to ask, require, demand and receive of the said A. B. his heirs, executors and administrators, the money due on the said bond; And on non-payment thereof, to sue for, recover and receive the same. And on payment thereof, to deliver up and cancel the said bond, and give sufficient releases and discharges thereof. And one or more attorney or attorneys under him to constitute; and whatsoever the said E. F. or his attorney or attorneys shall lawfully do in the premises, the said C. D. doth hereby allow and confirm. And the said C. D. doth covenant with the said E. F. that he the said C. D. hath not received, nor will receive the said monies due on the said bond, nor any part thereof, neither shall or will release or discharge the same, or any part thereof, but will own and allow of all lawful proceedings for recovery thereof, he the said E. F. saving the said C. D. harmless of and from any costs that may happen to him thereby. *In witness, &c. &c.*

An Assignment of a Judgment recovered.

THIS Indenture, made between A. B. of _____ of the one part, and C. D. of _____ of the other part; whereas the said A. B. did in April term, in the year of our Lord 1800, recover by judgment in the supreme court of the state of New-York, against E. F. of _____ the sum of _____ debt, and _____ for damages, as by the record thereof now remaining in the said court, may appear. Now this indenture witnesseth, that for and in consideration of the sum of _____ dollars of lawful money of New York, to him the said A. B. in hand well and truly paid by the said C. D. at or before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, he the said A. B. hath granted, bargained, sold, assigned, transferred and set over unto the said C. D. his executors, administrators and assigns, the said judgment so recovered, as aforesaid, against the said E. F. and all the benefit and advantage, sum and sums of money, that may be had, obtained or gotten, by reason or means of the said judgment, or any proceedings to be had thereupon. *Here insert a covenant as before, that the money is due and no part thereof paid; also A. B. must sign and seal a memorial in the form before mentioned.*

D

An Assignment of a Lease by an Executor.

THIS Indenture, made between E. F. of executor of the last will and testament of G. H. late of deceased, of the one part, and J. K. of of the other part. Whereas in and by one indenture of lease, bearing date and made or mentioned to be made between Q. T. of the one part, and the said G. H. by the name of G. H. of (*As in the lease*) of the other part, he the said Q. T. for the considerations, therein mentioned, did grant, lease, set and to farm let [*Write these words as you find them penned in the lease.*] all that Messuage &c. situate [*Here again pursue the words of the lease.*] To hold unto the said G. H. his executors, administrators and assigns, from for and during the whole term of years from thence next ensuing, and fully to be complete and ended, at and under the yearly rent of payable [*As you find it in the lease.*] as in and by the said in part recited indenture of lease relation being thereunto had may more fully appear: Now this indenture witnesseth, That the said E. F. for and in consideration of the sum of of lawful money of to him in hand paid by the said J. K. at or before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, hath granted, bargain'd, sold, assign'd, transfer'd and set over, and by these presents, doth grant, bargain, sell, assign, transfer and set over, unto the said J. K. his executors, administrators and assigns, all the said messuage or tenement and premises above mentioned to be demised and leased to the said G. H. in and by the said in part recited indenture of lease as aforesaid and every part and parcel thereof, with the appurtenances, and also all the estate, right, title, interest, term of years yet to come and unexpired, property, claim and demand whatsoever, of him the said E. F. of, in and to the same, or of, in or to any part or parcel thereof, together with the said in part recited indenture of lease itself: To have and to hold the said messuage or tenement and premises above mentioned, and hereby granted and assigned, and every part and parcel thereof, with the appurtenances unto the said J. K. his executors, administrators and assigns, for and during all the rest, residue and remainder yet to come and unexpired, of the said term of years, in and by the said in part recited indenture of lease granted, in as full, large and ample a manner, to all intents and purposes, as he the said E. F. his executors, administrators or assigns, might, should or ought to have held and enjoyed the same, by virtue of the said in part recited indenture of lease, or his being executor as aforesaid, or by any other ways or means whatsoever: And the said E. F. for himself, his heirs, executors and administrators, doth covenant, promise, grant and agree, to and with the said J. K. his heirs and assigns, and every of them by these presents, that he the said E. F. now hath in himself good right, full power and lawful authority to grant and assign the said messuage or tenement and premises, and every part and parcel thereof, with the appurtenances, unto the said J. K. his executors, administrators and assigns, in manner aforesaid: And also that he the said J. K. his executors, administrators and assigns, paying the rent, and performing the covenants, provisions, conditions and agreements in and by the said in part recited indenture of lease reserved mentioned and contained, shall and may from time to time, and at all times hereafter, for and during all the rest, residue and remainder, yet to come and unexpired, of the said term of herein before granted and assigned, as aforesaid, peaceably and quietly have, hold, occupy, possess and enjoy the said messuage or tenement and premises hereby granted and assigned, and every part and parcel thereof, with the

appurtenances, without the let, suit, trouble, molestation, interruption, eviction or disturbance of him the said E. F. his executors, administrators or assigns, or any other person or persons lawfully claiming, or to claim the said premises, or any part thereof, by, from or under him, them or any of them, or by his or their means or procurement : And further, that he the said E. F. his executors, administrators and assigns, and all and every other person and persons having or lawfully claiming any estate, right, title or interest in the said hereby granted and assigned premises, or any part thereof, shall and will from time to time, and at all times hereafter, upon the request and at the proper costs and charges in the law of the said J. K. his executors, administrators or assigns, make, do and execute, or cause to be made, done and executed, all and every such further and other lawful and reasonable act and acts, thing and things, assurance and assurances in the law whatsoever, for the further, better and more perfect granting, assigning and assuring of the said premises above mentioned, with the appurtenances, unto the said J. K. his executors, administrators and assigns, for and during all the rest, residue and remainder yet to come and unexpired, of the said term of hereby granted and assigned as aforesaid, as by the said J. K. his executors, administrators or assigns, or his or their counsel learned in the law, shall be reasonably advised, devised and required.

In Witness, &c.

Note—If the assignment be to be made by an administrator or administratrix, that is to say a man or a woman, who being next of kin to the deceased lessee, or otherwise obtains letters of administration to his effects, and other his personal estate, for want of his having made a will ; or where the executorship to a will is renounced, you must then, instead of saying executor, &c. as in the beginning of the above assignment, write administrator [*But if a woman, administratrix*] of the goods and chattels, rights and credits of G. H. of deceased.

Assignment of a Mortgage.

TO all people to whom these presents shall come. I, C. D. of &c. send greeting.

Whereas A. B. of on the day of by his deed of mortgage of that date, for the consideration of did grant, bargain sell and convey unto me the said C. D. my heirs and assigns, (*here recite the premises*) To have and to hold the same to me the said C. D. my heirs and assigns forever, upon the conditions hereafter mentioned, viz. That he the said A. B. should pay, &c. (*here insert the conditions*) And whereas I have agreed to assign the said mortgage to W. S. of Therefore know ye, That I the said C. D. in consideration of the sum of to me in hand paid before the en sealing hereof, by the said W. S. do by these presents, grant, bargain, sell, transfer, assign and make over unto the said W. S. his heirs and assigns for ever the said (*premises*) To have and to hold the same to him the said W. S. his heirs and assigns forever, as fully and in as ample a manner as I the said C. D. my heirs or assigns might hold and enjoy the same by virtue of the mortgage deed aforesaid, and not otherwise. And I do for myself, my heirs, executors and administrators, hereby authorise and empower the said W. S. his heirs executors and administrators, to receive to his and their own use the sum or sums mentioned in the condition of said deed, whenever the same shall be tendered or paid to him or them by the said A. B. his heirs, executors or administrators, agreeably thereto, and to discharge the

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said mortgage, or to take and pursue such other steps and means for recovery of the said sum or sums, with the interest, by sale of the said mortgaged premises or otherwise, as by law is provided, as fully to all intents and purposes as I the said C. D. my heirs, executors or administrators, might or could do in the premises. And I do for myself, my heirs, executors and administrators covenant with the said W. S. his heirs and assigns, that I have good right to assign the said (*premises*) as aforesaid, and that he the said W. S. shall and may have, hold, occupy, possess and enjoy the same (subject however to the right of redemption as by law in such cases is provided) against the lawful claim of all persons. *In Witness &c.*

Assignment of a Man's whole Estate, in consideration of several Debts and Engagements.

TO all to whom these present shall come, I, A. B. of send greeting, *Whereas* I am indebted unto C. D. of in the sum of of lawful money of and the said C. D. and one E. F. of stand jointly and severally engaged for me the said A. B. in several bonds or obligations for several sums of money : *Now know ye*, That I the said A. B. for and towards the payment and satisfaction of the said monies, and for divers other good causes and considerations me thereunto moving, *have* granted, assigned, bargained and sold, and by these presents *do* freely and absolutely grant, assign, bargain and sell unto the said C. D. and E. F. all and all manner of goods, chattels, debts, monies and all other things of me the said A. B. whatsoever, as well real as personal, of what kind, nature or quality soever ; *To have and hold* the same, and every part and parcel thereof, unto them the said C. D. and E. F. their executors, administrators and assigns for ever.

In Witness, &c.

Assignment of a Mortgage of a Term of Years.

THIS Indenture, made between A. B. of of the one part, and C. D. of of the other part. *Whereas* A. B. by his indenture bearing date the (and so recite the mortgage) as in and by the said indenture, reference being thereunto had, may more fully appear ; which said sum of or any part thereof, was not paid or tendered to or for the said A. B. at the day in the proviso of redemption limited for payment thereof, and yet remaineth unpaid, by reason whereof the said messuage and other premises, and the whole estate, right, title and interest of the said C. D. in and to the same became forfeited unto the said A. B. and he thereby was & now is lawfully interested & possessed in and of the said premises, and of & in every part thereof, during the residue of the term of years which then were and now are to come and unexpired, in and by the said indenture of demise above mentioned, granted to the said C. D. *Now this indenture witnesseth*, That the said C. D. for and in consideration of the sum of to him in hand paid, the receipt, &c. (*See assignment of lease*) hath, &c. all the said messuage, tenement and premises, with the appurtenances whatsoever, in and by the said indenture of demise granted to the said A. B. as aforesaid ; and also all the estate, &c. by virtue of the said recited indenture of mortgage or assignment above recited, or of any thing therein mentioned or contained, together with the said indenture of mortgage or demise aforesaid ; and all other writings relating to or concerning the same : *To have and to hold* (as in the assignment of a lease) by force and virtue of the said recited indenture of

lease, or the said indenture of mortgage aforesaid, or either of them, or any thing therein mentioned or expressed, or otherwise howsoever. (*Add a covenant for discharge of incumbrances, &c.*) In witness, &c.

An Assignment of a Messuage for a term of Years by way of Indorsement, and of a Bond for Payment of the mortgage Money, and for performance of Covenants, with a Letter of Attorney.

K NOW all men by these presents, that I the within named A. B. in consideration of of lawful money of to me in hand paid by C. D. of the receipt, &c. and for divers other good causes and considerations me hereunto especially moving, have bargained, sold, assigned, and set over &c. and by these presents, do bargain, &c. unto the said C. D. his executors, administrators and assigns, all, &c. *the within indenture of demise*, and premises thereby granted and demised, or mentioned or intended so to be and every part thereof, with the appurtenances; and all my estate, right, title, interest, term of years to come, property, claim & demand whatsoever, either in law or equity, of, in or to the same or any part thereof: And also one bond or obligation bearing even date with the within indenture whereby the within named E. F. became bound to me in the penal sum of conditioned for the payment of within mentioned and for the true performance of the several covenants in the within indenture mentioned, and all and every sum and sums of money due, or to grow due thereon: *To have and to hold* the said several, &c. and premises by the within indenture granted and demised, with their appurtenances, unto the said C. D. his executors, administrators and assigns, from henceforth, for and during the residue and remainder now to come and unexpired of the within term of. years, subject to the proviso within contained, and to have, receive and take all and every sum and sums of money due or to grow due upon the said bond to said C. D. his executors, administrators and assigns, to his and their own private use and behoof; and I the said A. B. do hereby make the said C. D. his executors, administrators and assigns, my true and lawful attorney and attorneys, [*as in the letter of attorney in the assignment of a bond mutatis mutandis*] And I the said A. B. do hereby for myself, my heirs, executors and administrators, covenant, &c. *That the mortgage is not incumbered, &c.* In witness, &c.

Assignment of two Leases, one in Possession, the other in Reversion, to indemnify an Obligor on account of his becoming bound with and for the proper debt of another.

THIS INDENTURE made, &c. BETWEEN A. of &c. of the one part, and B. to &c. of the other part. WHEREAS C. of, &c. by his indenture of lease bearing date, &c. for the consideration therein mentioned, *Did* demise, &c. unto the said A. his &c. ALL that, &c. but with and under such exceptions as therein mentioned and expressed of and concerning the said premises; to HOLD the said premises unto the said A. his executors, &c. for and during the term of. years, to commence from the. day of. in the year (being therein mentioned to be the time of expiration of a former lease, made of the same premises granted by. deceased, to. also, deceased) at and under the yearly rent of. payable quarterly, in manner as therein mentioned: AND WHEREAS the said C. by one other indenture of lease bearing date the. day of. for the consideration therein mentioned, *Did*

demise and to farm let, unto the said A. his &c. ALL that, the said, &c. except as in the indenture of lease now reciting is expected; TO HOLD the said premises unto the said A. his executors, &c. from the day of in the year (being therein mentioned to be the time when the herein first in part recited indenture of lease will expire) for and during the full term of years, at and under the yearly rent of payable, &c. as in and by the said several in part recited indentures of lease, relation to them being had, may more fully appear: AND WHEREAS the said B. together with the said A. and at the special instance and request, and for, and on behalf of the said A. and as and for his own proper debt, by their bond, or obligation, bearing date the day next before the day of the date hereof, are and stand jointly and severally bound unto D. of, &c. in the penal sum of with condition thereunder written, that if they the said A. and B. or either of them, their, or either of their heirs, executors or administrators, shall and do well and truly pay unto the said D. his certain attorney, &c. the full sum of dollars, together with lawful interest for the same, on the day of in the year then the said obligation to be void, otherwise &c. as by the said bond may appear: NOW THIS INDENTURE WITNESSETH, that for the indemnifying and saving harmless the said B. his heirs, &c. of, from and against payment of all and every sum and sums of money which he or they shall or may expend for, or on account of his the said B's being bound with the said A. in the said, in part recited bond to the said D. and of all costs and damages to be by him the said B. sustained, touching the same, and as a security for the same, and for and in consideration of the sum of one dollar to the said A. by the said B. now paid, &c. he the said A. hath bargained, sold, assigned, transferred and set over, and by these presents, &c. unto the said B. AS WELL the said two several recited indentures of lease, as also the said premises, &c. and all the estate, &c. TO HAVE, &c. the said two several recited indentures of lease, land and premises, &c. and all and singular, other the premises hereby assigned, or mentioned or intended so to be, with their and every of their appurtenances, except as in the said indentures of lease are excepted, unto the said B. his executors, &c. from henceforth, for and during all the rest and residue of the said term of years, by the said first recited indenture of lease granted, which is now to come and unexpired, and for and during the full and whole term of years, by the said second recited indenture of lease granted, commencing as aforesaid, and that in as full, &c. *Subject,* nevertheless, to the several rents, covenants conditions and agreements in the said recited indentures of lease reserved and contained, and also subject to the proviso herein after contained, *viz* PROVIDED ALWAYS and these presents are upon this condition, and it is hereby agreed and declared by and between the parties, hereto, and their true intent and meaning is, that in case the said A. his heirs, &c. shall and do well and truly pay or cause to be paid unto the said D. his executors, &c. the said sum of dollars and the interest thereof, on the day, and in manner, and according to the condition of the said recited bond and in full discharge thereof: and also in case the said A. his heirs, &c. shall and do, in the mean time, and at all times hereafter, well and sufficiently save, defend, keep harmless and indemnify the said B. his heirs, &c. and his, their, and every of their real and personal estate, of, from and against all, and all manner of actions, suits, costs, charges, expences and damages whatsoever, both at law and in equity, which shall or may at any time arise, fall or happen to him, them, any or either of them, for, by reason, means, or on account of his the said B's en-

tering into, or being surety with, or bound with the said A. in the said bond as aforesaid; then and from thenceforth the assignment hereby made of the said premises, and every covenant, matter and thing herein contained, shall be void and of no effect, any thing, &c. AND THE SAID A. for himself, &c. doth hereby covenant to and with the said B. his, &c. in manner, &c. that he the said A. his, &c. shall and will well and truly pay unto the said D. his, &c. the said sum of and the interest thereof, according to the true intent and meaning of the condition, and in discharge of the said bond: AND that he the said A. his, &c. shall and will at all times, well and sufficiently save, keep harmless and indemnified, the said B. his, &c. of and from payment of the same in manner as aforesaid: AND further, that he the said A. his, &c. at any time immediately after default by him or them made in the payment of the said sum of and the interest thereof or of any part thereof, to the said D. his, &c. shall and will upon reasonable request, &c. make, &c. (*Further assurance*) AND LASTLY it is hereby mutually agreed and declared by and between the said parties, that until such time as a breach or failure shall be made in the performance of the above written proviso, it shall and may be lawful to and for the said A. his executors, &c. peaceably and quietly to have, hold, use, occupy, possess and enjoy the said message, &c.

Mutual assignment between two Partners (upon determining the Partnership) respecting bad debts which are divided equally, and mentioned in two Schedules, and assigned to each other respectively.

THIS INDENTURE made &c. BETWEEN A. &c. of the one part, and B. &c. of the other part. WHEREAS the said parties were lately copartners in the trade of which partnership is determined: AND WHEREAS several debts owing to the said parties on account of their late partnership are still standing out and unreceived, & are by the said parties reckoned to be doubtful or desperate, which are mentioned in two schedules, hereon indorsed; and they have agreed to divide the same in manner as hereunder is mentioned, *viz.* the said A. is to have and receive the debts mentioned in the first schedule hereon indorsed to his own use; and the said B. is to have and receive the debts mentioned in the second schedule hereon indorsed; NOW THEREFORE these presents WITNESS, that in pursuance of the said agreement, and in consideration of one dollar in hand paid, to the said A. by the said B. HE the said A. DOth hereby fully and absolutely assign and release unto the said B. his &c. to his and their own proper use and uses: without any account to be made or given for and concerning the same, ALL his right, title, claim, interest, part, share, benefit and demand, whatsoever, of, in and to the several demands and sums of money, due and owing to the said parties on their joint account as aforesaid, mentioned in the said second schedule hereon indorsed, by virtue of the said copartnership, or otherwise howsoever.—AND the said A. doth hereby make and appoint the said B. his &c. (*letter of attorney*) receive the said debts mentioned in the said second schedule, to his and their own use and uses, as aforesaid, from the several persons therein mentioned and all others whom it may concern; and upon receipt &c. AND THESE PRESENTS FURTHER WITNESS, That in pursuance of the agreement aforesaid and in consideration of one dollar to the said B. in hand paid by the said A. &c. (*B. in like manner assigns to A. the debts mentioned in the first schedule, and impowers him to receive the same &c.*) AND each of them the said A. and B. for himself, his executors &c. doth hereby covenant &c. to and with the other of them, his executors &c. as follows, that is ot

say, that neither of them the said A. nor B. hath at any time heretofore received, released or discharged the debts herein before assigned and released to the other of them, nor any of them, nor any part thereof; and that neither of them his executors &c. will at any time hereafter receive, &c. the debts by them respectively assigned to the other of them, or any part thereof, or commence any action, suit or process for the recovery and receiving thereof, but at the request and with the consent in writing for that purpose, under the hand and seal of the other of them, his executors &c. AND that either of them, his executors, &c. shall and will at the request and charge of the other of them, his &c. do any further act for the better and more perfect assigning, releasing and confirming the debts herein before assigned by them respectively unto the other of them, his &c. and for the enabling him and them to receive and recover the same to his & their own use and uses, as aforesaid, as shall be reasonably required: AND LASTLY, that in case it shall appear that either of the said parties hath received any of the debts, herein before assigned to the other of them, or any part thereof, in such case, such of the said parties, who shall so have received the same, his executors, &c. shall and will pay and make good the full debts, so by him received or discharged to the other of them, his executors, &c. within one month after notice thereof, to him or them to be made or given—In witness &c.

An assignment of articles of agreement for the sale of timber, and the money arising therefrom for the Payment of debts in a Schedule.

THIS INDENTURE TRIPARTITE made, &c. BETWEEN A. B. of, &c. of the first part, C. D. of, &c. and E. F. of, &c. of the second part, and G. H. of, &c. and I. K. of &c. of the third part. Whereas by articles of agreement indented, bearing date, &c. made, &c. between the said A. B. of the one part, and R. E. of, &c. of the other part, It is witnessed, that the said A. B. for the consideration therein after mentioned, *Did grant, &c.* unto the said R. E. all the merchantable oak timber then standing and growing, in &c. In consideration whereof, the said R. E. *Did, thereby, for himself, his executors, &c. agree to and with the said A. B. his heirs, &c. that he the said R. E. his executors, &c. should and would pay unto the said A. B. his &c. for the said timber, after the rate of per ton, &c. And it is thereby mutually covenanted, &c. by &c. that the said timber shall be measured, &c. according to custom, &c. And also the said parties did agree, thereby for themselves, &c. that the said timber should be felled &c. (as the case may be, reciting the agreement.)* Now THIS INDENTURE WITNESSETH, that the said A. B. for the further and better securing the payment of all the debts mentioned and contained in the schedules hereunto annexed, and for and in consideration of the sum of, &c. he the said A. B. hath bargained, sold, assigned, transferred and set over, and by, &c. both, &c. unto the said C. D. and E. F. their, &c. the said recited articles of agreement made between him the said A. B. and the said R. E. and all the monies hereafter due, payable or to be paid thereupon, and the full benefit, profit and advantage thereof, from and after, &c. last past, the payment then due being to be made to the said A. B. to and for his own use; TO HAVE AND TO HOLD the said articles, and all the said monies due, and payable or to be paid thereupon, and the full benefit, profit and advantage thereof unto the said C. D. and E. F. their executors, &c. UPON THE TRUSTS NEVERTHELESS, and to and for the uses, intents and purposes herein after mentioned, expressed and declared concerning

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A. B. for himself and his heirs, the said messuage and premises, and every part thereof, against him and his heirs, and against all and every other person and persons whomsoever, to the said C. D. his heirs and assigns; shall and will warrant and forever defend by these presents.

In witness, &c.

Another Deed of Bargains and Sale with Covenants.

[This form is most generally used in this state.]

THIS Indenture, made the day of in the year of our Lord one thousand between A. B. of &c. of the first part, and C. D. of &c. of the second part, *witnessth*, that the said party of the first part, for and in consideration of the sum of six hundred dollars, lawful money of the state of New-York, to him in hand paid at or before the enfealing and delivery of these presents, by the said party of the second part, the receipt whereof is hereby acknowledged and confessed, hath granted, bargained, sold, released, conveyed, and confirmed, and by these presents doth grant, bargain, sell, release, convey, and confirm, fully, freely and absolutely, unto the said party of the second part, and to his heirs and assigns forever, all that dwelling house and lot of land, situate, lying and being in the city of Albany, bounded as follows, &c. together with all and singular the appurtenances, privileges and advantages whatsoever, unto the said above mentioned and described premises in any wise appertaining or belonging; and the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and also, all the estate, right, title, interest, property, claim and demand whatsoever, as well in law as in equity, of the said party of the first part, of, in and to the same, or any part or parcel thereof, with the appurtenances. *To have and to hold* the above granted, bargained and described premises with the appurtenances, unto the said party of the second part, his heirs and assigns, for their own proper use, benefit and behoof forever. And the said party of the first part, for himself, his heirs, executors and administrators, doth covenant, promise, grant and agree, to and with the said party of the second part, his heirs and assigns, that he the said party of the first part, at the time of enfealing and delivery of these presents, was lawfully seized in his own right, of, in and to the above described premises; hereby granted and conveyed, with the appurtenances, as of a good, sure, perfect, absolute and indefeasible estate of inheritance in the law, in fee simple, without any manner of condition to alter, change, determine or defeat the same; and has in himself good right, full power and lawful authority, to grant, bargain, sell, convey and release the above said described lands and premises, with the appurtenances, unto the said party of the second part, his heirs and assigns in manner aforesaid: And also, that he the said party of the second part, his heirs and assigns, shall and may, from time to time, and at all times, and for ever hereafter, peaceably and quietly have, hold, occupy, possess and enjoy the said hereby granted and bargained premises,* And also, that he the said party

* Without any lett, suit, trouble, molestation, eviction or disturbance of the said party of the first part, his heirs or assigns, or of any other person, lawfully claiming or to claim by, from or under him, them or any of them.....And that free, clear, discharged and unincumbered, of and from all former and other titles, charges, estates, and incumbrances, of what nature or kind soever, had, made, committed, done or suffered, or to be had, made, committed, done or suffered by the said party of the first part, his heirs and assigns, or by any other person or persons whomsoever, any thing having or claiming in the said premises, hereby conveyed.

party of the first part, and his heirs, and all and every other person or persons whomsoever, lawfully or equitably deriving any estate, right, title, dower, jointure or interest, of, in or to the herein before granted premises, by, from, under or in trust for him and them, shall and will, at any time or times hereafter, upon the reasonable request of the said party of the second part, his heirs or assigns, and at the proper costs and charges in the law of the said party of the second part, his heirs or assigns, make, do and execute, or cause or procure to be made, done and executed all and every such further and other lawful and reasonable conveyances and assurances, in the law, for the better and more effectually vesting and confirming the premises hereby intended to be granted, in and to the said party of the second part, his heirs and assigns for ever, as by the said party of the second part, his heirs or assigns, or his or their counsel, learned in the law, shall be reasonably devised, advised or required: And the said party of the first part, for himself, his heirs, executors and administrators, doth hereby covenant and agree to and with the said party of the second part, his heirs and assigns, the above described and released premises, in the quiet and peaceable possession of the said party of the second part, his heirs and assigns, against all and every person or persons, lawfully or equitably claiming or to claim, the whole or any part thereof, for ever to warrant and defend. In witness whereof, the said party of the first part, hath hereunto set his hand and seal, the day and year first above written. *Sealed, &c.*

BILLS OF SALE.

A Bill of Sale of Goods,

K NOW all men by these presents, that I, B. F. of _____ for and in consideration of the sum of _____ of lawful money of _____ to me in hand paid by C. D. of _____ at or before the sealing and delivery of these presents, the receipt whereof I the said B. F. do hereby acknowledge, *have* granted, bargained and sold, and by these presents, *do* grant, bargain and sell, unto the said C. D. his executors, administrators, and assigns, all the goods, household stuff, implements and furniture, particularly mentioned, expressed and contained in the schedule hereunto annexed [*Or thus,* herein after particularly mentioned, that is to say, one bedstead, &c.] all and singular which said premises are now remaining, standing and being in a certain messuage or tenement, situated _____ and now or late in the occupation of the said B. F. *To have and to hold* all and singular the said goods, household stuff and furniture, and other the premises above bargained and sold, or mentioned or intended so to be, to the said C. D. his executors, administrators and assigns for ever. And I the said B. F. for myself, my heirs, executors and administrators, all and singular the said goods _____ unto the said C. D. his executors, administrators, and assigns, against me the said B. F. my executors and administrators, and against all and every other person and persons whomsoever, shall and will warrant and forever defend by these presents. Of all and singular which said goods _____ I the said B. F. have put the said C. D. in full possession, by delivering to him the said C. D. one silver spoon, at the sealing and delivery of these presents, in the name of the whole premises hereby bargained and sold, or mentioned or intended so to be, unto him the said C. D. as aforesaid. *In witness, &c.*

The Form of endorsing Livery and Seisin on the above Bill of Sale.

MEMORANDUM, the day and year first within written, livery and seisin of the goods by the within written deed, bargained and sold, was delivered by the said B. F. to the said C. D. by giving and delivering to the said C. D. one silver spoon, in the name of the whole goods and premises sold, in presence of us.

Bill of Sale of Goods conditional, in nature of a Mortgage.

TO ALL TO WHOM these presents shall come, I, A. B. of, &c. send GREETING. KNOW YE that I the said A. B. for and in consideration, &c. (as before, to the words) and forever defend, by these presents: PROVIDED ALWAYS and it is hereby agreed between the said parties to these presents, that if I the said A. B. my executors, &c. or any of us, do and shall well and truly pay or cause to be paid unto the said C. D. or to his certain attorney, executors, &c. the sum of _____ on or before the _____ day of _____ in the year _____ at _____ for the redemption of the said hereby bargained premises, then these presents, and every clause, article, condition and thing herein contained, shall cease and be void, otherwise to remain in full force and effect. IN WITNESS, &c.

Bill of Sale of goods and stock in consideration of Maintenance, &c.

THIS INDENTURE, made, &c. Between A. B. of, &c. of the one part, and C. D. of, &c. of the other part, WITNESSETH, that the said A. B. in consideration of the covenants herein after mentioned on the part of the said C. D. to be performed, and for the further consideration of one dollar to him in hand paid by the said C. D. and for divers other good causes and considerations, him thereunto moving, he the said A. B. HATH granted, bargained and sold, and by these presents doth grant, bargain and sell unto the said C. D. his executors, administrators and assigns, all his six horses, two mares and one colt, his four cows, his waggon, all his corn and hay, and all and singular his bedding, linen, brass, pewter and other household goods, and all other his goods and chattels whatsoever upon his farm in A. aforesaid, and which, together with the said farm were this day put into the hands and possession of the said C. D. TO HAVE AND TO HOLD all and singular the said cattle, goods, chattels and premises hereby granted unto the said C. D. his executors, administrators and assigns forever, to his and their only proper use and behoof; AND the said C. D. in consideration of the premises, DOTH hereby for himself, his heirs, &c. covenant and agree with the said A. B. his executors and administrators, in manner following, viz. that he the said C. D. his executors, &c. shall and will at his and their costs and charges maintain and keep the said A. B. during his life, with good and sufficient meat, drink, washing and lodging, at his the said C. D.'s own dwelling house, if the said A. B. shall think fit to live with him, and if the said A. B. shall be minded to live with any other person, that then, and in such case, he the said C. D. his executors, &c. shall and will pay to the said A. B. yearly, for or on account of his maintenance at such other place, the sum of _____ dollars; and after that rate for any greater or lesser time than a year, that the said A. B. shall be minded to dwell with any other person than the said C. D. and also that the said C. D. his executors, &c. shall pay and allow unto the said A. B. yearly, and every year during his natural life

the

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 the sum of _____ a year for spending money; the same to be paid to the said
 A. B. at four equal quarterly payments, to be computed from this day.

IN WITNESS, &c.

*A Bill of Sale of Goods, as a collateral security for Money due on a Bond
 of even date.*

THIS INDENTURE made &c. BETWEEN A. B. of &c. of the one part,
 and I. C. of &c. of the other part. WHEREAS the said A. B. by his bond
 or obligation bearing even date with and executed immediately before these
 presents, is, and stands holden unto the said I. C. in the penal sum of _____ dolls. with
 condition thereunder written for payment of the sum of _____ dollars with the lawful
 interest for the same, unto the said A. B. in such manner as therein is mentioned;
 NOW THIS INDENTURE WITNESSETH, that for the further and better securing
 payment of the said sum of _____ dollars and interest unto the said I. C. his execu-
 tors, &c. according to the true intent of the said bond, and in consideration of
 the sum of one dollar now paid by the said I. C. to the said A. B. the receipt,
 &c. and for divers other good causes, and considerations him thereunto moving,
 HE the said A. B. HATH granted, bargained, sold, assigned and set over and by
 these presents DOTH hereby freely, clearly and absolutely, grant, bargain, sell,
 assign, set over and deliver in due form of law, unto the said I. C. ALL AND
 SINGULAR the beds, bedding, household goods and furniture, and other the goods,
 chattels and things in the schedule or inventory hereunder written, particularly
 mentioned and expressed, and all the right, interest, benefit, advantage, property,
 claim and demand whatsoever, both in law and in equity of him the said A. B.
 of, in and to the said hereby granted and sold premises, TO HAVE, HOLD, receive,
 take and enjoy all and singular the said hereby bargained and sold premises unto,
 & to, & for the only use & benefit of the said I. C. his executors, &c. from hence-
 forth for evermore, as and for his and their own proper goods and chattels; AND
 THE SAID A. B. for himself, his executors, &c. all and singular the hereby bar-
 gained and sold goods, chattels and premises unto the said I. C. his executors,
 &c. against all and every person and persons whomsoever, shall and will warrant
 and forever defend, by these presents; PROVIDED always and these presents
 are upon this condition, that if the said A. B. his executors, &c. shall and do well
 and truly pay to the said I. C. his executors, &c. the said sum of _____ dollars,
 with lawful interest for the same, on or before the _____ day of _____ next en-
 suing the date hereof, according to the true intent of, and in discharge of the
 herein before in part recited bond, that then, as well these presents, as also the
 said bond, shall be void and of no effect; any thing to the contrary thereof,
 herein contained, notwithstanding; AND the said A. B. for himself, his heirs, &c.
 doth hereby covenant, promise and agree to and with the said I. C. his executors
 &c. in manner as follows, that is to say, THAT he the said A. B. now hath good
 right, and lawful power to grant, bargain and sell, all and singular the hereby
 bargained and sold goods, chattels and premises, unto, and to the use of the said
 I. C. his heirs, &c. in manner as aforesaid; AND that the same now are, and
 shall remain, free and clear of and from all, and all manner of charges and
 incumbrances whatsoever by him the said A. B. or his assigns, made or created, or
 hereafter to be made or created by the said A. B. his heirs, &c. AND ALSO,
 that the said A. B. his executors &c. shall and will well and truly pay the said
 sum of _____ dollars and interest unto the said I. C. his executors, &c. on or before
 the said _____ day of _____ now next ensuing, without any deduction whatsoever, in
 discharge of the said bond and of the above proviso, according to the true mean-
 ing

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ing thereof. AND that in case default shall be made in payment of the said sum of dollars and interest, at the time herein before limited for payment thereof, it shall and may be lawful for the said I. C. his executors, administrators and assigns, with any person or persons, as he or they shall think fit to enter and come into and upon the dwelling house and premises of him the said A. B. wherein the said goods and chattels are, or may be held or placed, and then to fetch and carry away the said goods and chattels, and to sell and dispose of the same, for the best price which they can obtain, and out of the money to arise by such sale thereof, to pay and retain to him, and themselves, the said sum of dollars and interest, and all charges touching the same; he and they rendering to the said A. B. his executors, &c. the over-plus monies, (if any such shall be) any thing herein to the contrary notwithstanding; AND lastly, it is covenanted and agreed between the said parties to these presents, their, and each of their executors, &c. that, until default be made in the payment of the afore-said sum of money and interest, at the time fixed for payment thereof, as aforesaid, the said A. B. his, &c. shall and may remain and continue in quiet and peaceable possession of the aforesaid goods and chattels, and the full and free enjoyment of the same. IN WITNESS, &c.

A Bill of Sale of part of a Ship, by Indenture.

THIS Indenture made the day of in the year between B. F. of of the one part, and C. D. of of the other part, *witneseth*, That the said B. F. for and in consideration of the sum of to him the said B. F. in hand well and truly paid, at or before the sealing and delivery of these presents, the receipt whereof the said B. F. doth hereby acknowledge, hath granted, bargained and sold, and by these presents, doth grant, bargain and sell unto the said C. D. his executors, administrators and assigns, one fourth part, the whole into four parts equally to be divided, of all that ship or vessel, called of the burthen of together with one full fourth part, the whole to be divided as aforesaid, of all the masts, sails, fail-yards, anchors, cables, ropes, cords, boats, oars, guns, gunpowder, shot, tackle, apparel, ammunition, and furniture to the said ship belonging, or in any wise appertaining: *To have and to hold* the said fourth part of the said ship or vessel, and other the premises hereby granted, bargained and sold, or mentioned or intended so to be, unto the said C. D. his executors, administrators and assigns for ever, as his and their own proper goods, and to and for his and their own proper use and uses for ever. *And* the said B. F. doth hereby, for himself, his heirs, executors and administrators, covenant, promise, grant and agree to and with the said C. D. his executors, administrators and assigns, that the said B. F. at the time of the sealing and delivery of these presents, is the true and lawful owner and proprietor of the said fourth part of the said ship or vessel, and premises hereby granted, bargained and sold, or mentioned or intended so to be, unto the said C. D. his executors, administrators and assigns, as aforesaid: And that he the said B. F. at the time of the sealing and delivery hereof, hath in himself full power and good authority in law, to grant, bargain and sell the said fourth part of the said ship or vessel and premises above bargained and sold, or mentioned or intended so to be, unto the said C. D. his executors, administrators and assigns in manner aforesaid: And also that it shall and may be lawful to and for the said C. D. his executors, administrators and assigns, from time to time, and at all times hereafter, quietly and peaceably to have, hold, possess and enjoy the said fourth part of the said ship, and all other the premises

premises hereby granted, or mentioned or intended so to be, without the let, trouble, denial, molestation, hindrance or disturbance whatsoever, of him the said B. F. his executors, administrators or assigns, or of any other person or persons whomsoever, lawfully claiming or to claim by, from or under him, them, or any of them; and that freed and discharged of and from all former and other bargains, sales and incumbrances made, done or committed by him the said B. F. or any other person or persons, by his order, consent, privity or procurement.

In witness, &c.

A Bill of Adventure at Sea.

TO all people, I, J. K. of send greeting: Whereas I the said J. K. intend, by God's permission, to make a voyage unto in the ship called whereof E. F. is master, and now bound thither: And whereas T. S. of the day of the date hereof, hath paid unto me the said J. K. the sum of (or consigned to me one gold watch, &c.) the receipt whereof I do hereby acknowledge; the adventure of which said sum of or watch &c. the said T. S. hath intrusted me with, and is content and agreed to bear and stand to out and home. *Now know ye,* That I the said J. K. do for me, my executors and administrators, covenant and grant to and with the said T. S. his executors, administrators and assigns, by these presents, that I the said J. K. my executors, administrators and assigns, shall and will dispose, convert and employ the said in the said voyage, to and for the best and most advantage to the said T. S. his executors, administrators or assigns, according to the best of my skill and knowledge: And also that I the said J. K. my executors, administrators or assigns, shall and will within days next after my return from the said voyage, or the arrival and discharge of the said ship within the port of which ever shall first happen, not only give and deliver, or cause to be delivered, unto the said T. S. his executors, administrators or assigns, a just and true account of the disposition and management of the said adventure; but also well and truly pay and deliver, or cause to be paid and delivered, unto the said T. S. his executors, administrators or assigns, all such money and proceeds as shall be due and coming to him the said T. S. his executors, administrators or assigns, from me the said J. K. But if the said ship be lost, miscarry, or be cast away in the said voyage, then no account is to be given by me the said J. K. for the adventure aforesaid. *In witness, &c.*

OF CONVEYANCES OF LANDS BY LEASE AND RE-LEASE, FEOFFMENT, &c. &c.

THE common conveyance of estates of inheritance heretofore in use, was a lease and release. The lease, or bargain and sale, must be made for one year, to commence from the day before the date thereof, and must bear date the day before that of the lease; and though both those deeds make but one conveyance in law, are executed at the same time, yet the bargain and sale must be first executed, possession being thereby directly conveyed to the purchaser or releasee; and by that means livery and seisin, which was necessary to be made on the

the former method of conveying estates, viz. by feoffment, is fully supplied.

If a deed of conveyance express a consideration of money, upon a purchase, this is no proof upon the trial, that the money expressed was really paid; but proof must be made of it by witnesses, 1 *Syl. Rep.* 462. 2 *Williams, Rep.* 295. Wherefore it seems highly necessary, that the witnesses to the receipt on the back of the deed should have written, before they come to subscribe, to this purpose, viz. (*Witnesses to the payment of the money*) in case they actually saw the money paid. See the receipt under title *Release*.

A Bargain and Sale for a Year.

[*Obsolete in the state of New-York.*]

THIS Indenture, made the day of in the year of our Lord between A. B. of of the one part, and C. D. of of the other part, witnesseth, that the said A. B. for and in consideration of the sum of one dollar of lawful money of to him in hand paid by the said C. D. at or before the enfealing and delivery of these presents, the receipt whereof is hereby acknowledged, hath granted, bargained and sold, and by these presents, doth grant, bargain and sell unto the said C. D. his executors, administrators and assigns, all that messuage, &c. [*Here mention the premises that are to be sold*] and the reversion and reversions, remainder and remainders, rents, issues and profits of all and singular the said premises, and every part and parcel thereof, with the appurtenances: *To have and to hold* the said messuage, &c. lands, hereditaments and premises above granted, bargained and sold, and every part and parcel thereof, with the appurtenances, unto the said C. D. his executors, administrators and assigns, from the day before the day of the date hereof, for and during, and until the full end and term of one whole year from thenceforth next ensuing, and fully to be complete and ended: Yielding and paying therefor, at the expiration of the said year, one pepper corn, if the same shall be lawfully demanded; to the intent, that by virtue of these presents, and by force of the statute made for transferring of uses into possession, he the said C. D. may be in the actual possession of all and singular the said premises above bargained and sold, with the appurtenances, and be thereby enabled to take and accept of a grant and release of the reversion and inheritance thereof to him and his heirs, to the only proper use and behoof of the said C. D. his heirs and assigns for ever. [*If the release be to trustees to uses, say,* and be hereby enabled to take and accept of a grant and release of the reversion and inheritance thereof, to them and their heirs, to, for and upon such uses, intents and purposes, as in and by the said grant or release shall be thereof directed or declared.] *In witness, &c.*

A Release of an Estate, or Deed with full Covenants.

THIS Indenture made between A. B. of the one part, and C. D. of of the other part, witnesseth, that the said A. B. for and in consideration of the sum of of lawful money of to him the said A. B. in hand well and truly paid, at or before the enfealing and delivery of these presents, the receipt whereof he the said A. B. doth hereby acknowledge, and thereof and therefrom, and from every part and parcel thereof doth acquit, releate, exonerate, and forever discharge the said C. D. his heirs, executors and administrators, and every of them by these presents, hath granted, bargained, sold, aliened, released and confirmed, and by these presents, doth grant, bargain sell, alien, releafe and confirm unto the said C. D. (in his actual possession now being) being

[by virtue of a bargain and sale to him thereof made, for one whole year, by indenture, bearing date the day next before the day of the date of these presents, and by force of the statute made for the transferring of uses into possession: as the bargain and sale are out of use, this recital is now omitted in the release] and to his heirs and assigns, all that messuage, &c. together with all houses, out-houses, edifices, buildings, orchards, gardens, lands, meadows, commons, pastures and common of pasture, feedings, woods, underwoods, ways, paths, waters, water-courses, easements, profits, commodities, advantages, emoluments and hereditaments whatsoever, to the said messuage, &c. belonging, or in any wise appertaining, or which to and with the same now are, or at any times heretofore have been held, used, occupied, accepted, reputed, taken or known, as part, parcel or member thereof, or of any part thereof; & the reversion & reversions, remainder and remainders, rents, issues, and profits of all and singular the said premises, and every part and parcel thereof, with the appurtenances, and also all the estate, right, title, interest, property, claim and demand whatsoever, in law or equity, of him the said A. B. of, in and to all and singular the said premises above mentioned, and of, in and to every part and parcel thereof, with the appurtenances; [and also all deeds, evidences and writings, touching or concerning the said premises or any part thereof, together with true copies of all other deeds, evidences and writings which do concern the said premises, or any part thereof, jointly with any other lands or tenements now in the custody or possession of him the said A. B. or which he can or may get or come by without suit in law or equity; the same copies to be made, taken and written at the proper costs and charges of the said C. D. his heirs and assigns:]. *To have and to hold* all and singular the said messuages or tenements, lands, hereditaments and premises above, in and by these presents, released and confirmed, and every part and parcel thereof, with the appurtenances, unto the said C. D. his heirs & assigns, to the only proper use and behoof of the said C. D. his heirs and assigns for ever; and to and for no other use, intent or purpose whatsoever: And the said A. B. for himself, his heirs, executors and administrators, doth covenant, grant, promise and agree, to and with the said C. D. his heirs and assigns, that he the said A. B. now is the true, lawful and rightful owner of all and singular the said messuage, &c. hereditaments and premises above mentioned, and of every part and parcel thereof, with the appurtenances; and also that he the said A. B. at the time of the enfeoffing and delivery of these presents, is lawfully and rightfully seized in his own right, of a good, sure, perfect, absolute and indefeasible estate of inheritance, in fee simple, of and in all and singular the said premises above mentioned, with the appurtenances, without any manner of condition, mortgage, limitation of use or uses, or other matter, cause or thing whatsoever, to alter, change, charge or determine the same; and also that the said A. B. hath good right, full power and sufficient authority in the law, to grant, release, convey and confirm all and singular the said messuage, &c. hereditaments and premises above granted and released, with the appurtenances, unto the said C. D. his heirs and assigns, to the only proper use and behoof of the said C. D. his heirs and assigns for ever, according to the true intent and meaning of these presents; and also that he the said C. D. his heirs and assigns, shall and may at all times and for ever hereafter, peaceably and quietly have, hold, occupy, possess and enjoy all and singular the said messuage, &c. hereditaments and premises aforesaid, with the appurtenances, and every part and parcel thereof, without the lawful let, suit, trouble, hindrance, molestation, interruption, eviction or disturbance of him the said A. B. his heirs or assigns, or of any other person or persons law-

fully claiming or to claim, by from or under him, them, or any of them; and that freed and discharged, or otherwise well and sufficiently saved, kept harmless and indemnified, of, from and against all former and other gifts, grants, leases, mortgages, jointures, dowers, uses, wills, fines, post fines, issues, amer- ciaments, seizures, bonds, annuities, writings obligatory, recognizances, ex- tents, judgments, executions, rents and arrearages of rent, and of and from all other charges, rights, titles, troubles and incumbrances whatsoever, had, made, committed, done or suffered, or to be had, made, committed, done or suffered by the said A. B. or his heirs, or any other person or persons lawfully claiming or to claim, by, from or under him, them or any of them. And further, that he the said A. B. his heirs and all and every oth- er person or persons, and his and their heirs, having or lawfully claiming any estate, right, title, or interest, of, in or to the said premises above in and by these presents released and confirmed, or any part thereof, by, from, or under him, them or any of them, shall and will from time to time, and at all times hereafter, upon the reasonable request, and at the proper cost and charges in the law of the said C. D. his heirs or assigns, make, do, seal and execute, or cause or procure to be made, done, sealed and executed, all and every such further and other lawful and reasonable act and acts, thing and things, device and devices, conveyance and conveyances, assurance and assurances in the law whatsoever, for the further, better and more perfect granting, conveying, releasing, confirming and assuring of all and singular the premises aforesaid, with the appurtenances, and every part and parcel thereof; unto the said C. D. his heirs and assigns, to the only proper use and behoof of the said C. D. his heirs and assigns, for ever, as aforesaid, as by the said C. D. his heirs or assigns, or his or their counsel learn- ed in the law shall be reasonably advised, devised and required.—And lastly, it is covenanted, granted, concluded and agreed upon, by and between the said parties to these presents, and the true intent and meaning hereof also is, and it is hereby declared so to be, that all and every fine and fines, recovery and reco- veries, assurance and assurances, conveyance and conveyances in the law whar- soever, already had, made, levied, suffered, executed and acknowledged, or at any time hereafter to be had, made, levied, suffered and acknowledged, by or between the said parties to these presents, or either of them, or by or be- tween the heirs or assigns of the said parties, or either of them, or any other person or persons whomsoever, of the said premises above released and confirm- ed, as aforesaid with the appurtenances, or any part thereof, either alone or by itself, jointly with any other lands, tenements or hereditaments, shall be and enure, and shall be adjudged, deemed and taken to be and enure, as for and con- cerning all and singular the said premises above mentioned, with the appurtenan- ces, to and for the only proper use and behoof of the said C. D. his heirs and assigns for ever, according to the true intent and meaning of these presents, and to and for no other use, intent or purpose whatsoever. *In witness, &c.*

A Quit-Claim Deed.

THIS Indenture, made the _____ day of _____ in the year of our Lord one thousand _____ between A. B. of &c. of the first part, and C. D. of &c. of the second part, witnesseth; that the said party of the first part, for and in consideration of the sum of fifty dollars to him in hand paid, by the said party of the second part, the receipt whereof is hereby confessed and acknowledged; hath remised; released and quit claimed; and by these presents, doth release remise and quit claim, unto the said party of the second part, (in his actu- al possession now being) and to his heirs and assigns forever, all &c. [*Here de- scribe*

scribe the premises.] Together with all and singular the hereditaments and appurtenances thereunto belonging, or in any wise appertaining; and the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and also all the estate, right, title, interest, claim or demand whatsoever of him the said party of the first part, either in law or equity of, in and to the above bargained premises, and every part and parcel thereof, to the said party of the second part, his heirs and assigns, to the sole and only proper use, benefit and behoof of the said party of the second part, his heirs and assigns for ever. *In witness, &c.*

Release or Deed of Lands, without Covenants.

THIS Indenture, made the day of in the year of our Lord one thousand eight hundred, between A. B. of, &c. of the first part, and C. D. of, &c. of the second part, witnesseth, that the said party of the first part, for and in consideration of dollars lawful money of &c. to him in hand paid, and before the enfealing and delivery of these presents, the receipt whereof is hereby acknowledged, hath granted, bargained, sold, remised, released, aliened and confirmed; and by these presents, doth grant, bargain, sell, remise, release, alien and confirm onto the said party of the second part, in his actual possession now being; and to his heirs and assigns for ever. [*Here describe the premises.*] Together with all and singular the hereditaments and appurtenances thereunto belonging, or in any wise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and also the estate, right, title, interest, claim or demand whatsoever, of the said party of the first part, either in law or equity, of, in and to the above bargained premises, with the said hereditaments and appurtenances. *To have and to hold*, the said dwelling house, lot of ground and premises above described, to the said party of the second part, his heirs and assigns, to the sole and only proper use, benefit and behoof of the said party of the second part, his heirs and assigns for ever. *In witness, &c.*

A Conveyance of Lands on Sale by Mortgage.

[Legal Form.]

THIS Indenture, made the day of in the year of our Lord one thousand eight hundred, between A. B. of, &c. of the one part, and C. D. of, &c. of the other part. *Whereas* E. F. of, &c. did by a certain indenture of mortgage, dated the day of in the year of our Lord for the consideration of two hundred dollars lawful money of our said state, grant, bargain, sell, alien, release and confirm, unto the said A. B. in his actual possession, then, being, and to his heirs and assigns for ever, all that certain, &c. Together with all and singular the hereditaments and appurtenances thereunto belonging: *To have and to hold* the said above granted and bargained premises, with the appurtenances unto the said A. B. his heirs and assigns, to the only proper use and behoof of the said A. B. his heirs and assigns for ever: *Provided nevertheless*, and the said indenture of mortgage was thereby declared to be upon condition, that if the said E. F. his heirs, executors or administrators, did and should well and truly pay or cause to be paid unto the said A. B. his executors, administrators or assigns, the just and full sum of two hundred dollars, lawful money aforesaid, with lawful interest for the same, on or before the day of in the year of our Lord according to the condition of a certain bond or writing obligatory, bearing even date with the said indenture

ture of mortgage, that then and in such case the said indenture of mortgage and the said writing obligatory should be void and of no effect: And the said E. F. did by the said indenture of mortgage, for himself, his heirs, executors and administrators, covenant, grant and agree with the said A. B. his heirs, executors, administrators and assigns, that in case it should so happen that the said sum of two hundred dollars and interest for the same, should be due and unpaid at the time limited for the payment thereof, in the whole or in part thereof, that then it should and might be lawful for the said A. B. his heirs or assigns, at any time after default in payment, to grant, bargain, sell and dispose of the said above granted and bargained premises, with the appurtenances, at public vendue or auction, to any person or persons whomsoever, and out of the monies to arise or arising from the sale thereof, to retain and keep in his hands the said sum of two hundred dollars, and all the interest due thereon, together with the costs and charges of such sale or sales, rendering the overplus money, if any there be, to the said E. F. his heirs, executors, administrators or assigns: *And whereas* the said E. F. did not pay to the said A. B. the said several sums of money, with the interest, at the times limited for payment or at any time since; *And whereas* by an act of the legislature of the state of New-York, made and passed the sixth day of April, in the year of our Lord one thousand eight hundred and one, entitled "An act concerning Mortgages," it is enacted, that no sale of any lands, tenements or hereditaments made or to be made in due form of law, by any mortgagee or others thereunto authorized by special power for that purpose from any person entitled to the equity of redemption therein, shall be defeated to the prejudice of any *bona fide* purchaser thereof, in favor or for the benefit of any person claiming such redemption in equity, but that nothing in the said act contained shall operate to secure any such purchaser under any power executed for that purpose, after the nineteenth day of March, in the year one thousand seven hundred and seventy-five, or to be executed for the purpose of such sale, after the passing of said act, unless the party executing the same, be of the age of at least twenty-five years; and that all such powers to mortgagees then or thereafter to be made authorising sales in fee, shall be acknowledged or proved and recorded together with the certificate of such proof or acknowledgment, as deeds and conveyances usually are, before the conveyances for the sale be executed, and that every such sale shall be at public auction or vendue, and public notice shall be given thereof by advertisements, one copy whereof to be inserted and continued at least once a week for six months previous to such sale in one of the public newspapers printed in this state, and one copy thereof to be fixed upon the outward door of the court house of the city or county where the mortgaged premises or the greater part of them lie; *And whereas* the said E. F. was at the time of executing of the said indenture of mortgage, above the age of twenty-five years; *And whereas* the said above granted and bargained premises, with the appurtenances, in pursuance of the said act aforesaid, and by virtue of the power contained in the said indenture of mortgage, have been sold and disposed of in fee simple, at public vendue, to C. D. above named, for the sum of three hundred and seventy-five dollars, lawful money of the said state, public notice having been given of such sale as by the said act is directed; *And whereas* the said indenture of mortgage hath been acknowledged, proved & recorded, together with the certificate thereof, as other deeds & conveyances usually are. *Now therefore*, this indenture witnesseth, that the said A. F. in pursuance of the power & act aforesaid and also for and in consideration of the sum of 375 dollars, of lawful money aforesaid to him in hand paid by the said C. D. at &

before

before the enfealing & delivery hereof, the receipt whereof is hereby acknowledged, hath granted, bargained, aliened, releas'd and confirmed, & by these presents, doth grant, bargain, sell, alien, release & confirm unto the said C. D. in his actual possession now being, and to his heirs and assigns for ever, *all* that said farm, piece or parcel of land, above mentioned and described, together with the hereditaments and appurtenances, as the same, was conveyed to him by said indenture of mortgage; *to have and to hold* the said above granted and bargained premises with the appurtenances, unto the said C. D. his heirs and assigns, to the sole and only proper use and behoof of the said C. D. his heirs and assigns for ever. *In witness* whereof, the parties hereunto their hands and seals have subscribed and set, the day and year first above written.

Sealed, &c.

A Conveyance of Lands by Sheriffs on Sales by Execution.

TO all to whom these presents shall come, I A. B. sheriff of the city and county of Albany, send greeting: *Whereas* by virtue of one writ of fieri facias, issued out of the court of common pleas held for the city and county of Albany, tested the tenth day of October, in the year of our Lord one thousand seven hundred & ninety-six, at the suit of C. D. & to me directed, commanding me that of the goods and chattles, lands and tenements of E. F. to levy sixty-three dollars, & seventeen cents, damages and costs, & also by virtue of one other writ of fieri facias, issued out of the same court, and tested on the day and in the year aforesaid, at the suit of G. H. to me directed as aforesaid, commanding me, of the goods and chattles, lands and tenements of the said E. F. to levy fifty-three dollars, & eleven cents, damages and costs, I have seized and taken of the lands and tenements of the said E. F. all that certain piece, parcel and tract of land, situate and being in the town of Coxackie, in the county of Albany, bounded on the west by the lands of _____ on the north by the lands of _____ on the east by the road leading from Lonsburgh to Coxackie, on the south by the lands of _____ *And whereas*, the said premises with their appurtenances, since the seizure by me made by virtue of the said writs of fieri facias before mentioned, have been exposed to sale at public vendue, and purchased by J. K. of the town of Kinderhook, in the county of Columbia, for four hundred and ten dollars, being the highest sum that was bidden therefor: *Now know ye*, that I A. B. the sheriff aforesaid, by virtue of the said writs of fieri facias aforesaid, to me directed and delivered as aforesaid, and by virtue of the statute in such case made and provided, and for and in consideration of the said sum of four hundred and ten dollars, to me in hand paid by the said J. K. the receipt and payment whereof I do hereby acknowledge, have granted, bargained and sold, and by these presents, do grant, bargain and sell unto the said J. K. his heirs and assigns for ever, the said tract, piece and parcel of land, with its appurtenances, and all the estate, right, title and interest which the said G. H. of right had, of, in and to the same: *To have and to hold* the said piece, parcel and tract of land, with its appurtenances, unto the said J. K. his heirs and assigns for ever, as fully and absolutely as I the said A. B. might, could or ought to grant, bargain and sell the same, by force of the statute aforesaid and the said writs of fieri facias or otherwise. *In witness* whereof, I the said A. B. have hereunto set my hand and seal, the _____ day of _____ in the year of our Lord one thousand eight hundred. _____ A. B.

Sealed &c.

A Conveyance by Feoffment, with a Letter of Attorney to grant Livery and Seisin.

THIS Indenture, made between A. B. of of the one part, and C. D. of of the other part, witnesseth, that for and in consideration of the sum of to the said A. B. in hand well and truly paid, &c. [*As before in the release*] he the said A. B. hath granted, bargained, sold, aliened, enfeoffed and confirmed, and by these presents doth grant, bargain, sell, alien, enfeoff and confirm unto the said C. D. his heirs and assigns, all that &c. and the reversion and reversions, &c. [*Here go on as in the release, until you come to To have &c.*] To have and to hold the said, &c. unto the said C. D. his heirs and assigns, to the only proper use and behoof of him the said C. D. his heirs and assigns for ever, and to and for no other use, intent or purpose whatsoever. And the said A. B. for himself, &c. [*Here go throughout the whole covenant in the release.*] And lastly, the said A. B. hath made, constituted and appointed, and by these presents doth make, constitute and appoint E. F. of and G. H. of his true and lawful attornies jointly and either of them severally, for him and in his name, place and stead, to enter into the said and premises, with the appurtenances hereby granted and conveyed, or mentioned or intended so to be, or into some part thereof in the name of the whole to enter, and full and peaceable possession and seisin thereof, for him, and in his name and stead, to take and have; and after such possession and seisin thereof, taken and had, the like full and peaceable possession and seisin thereof, or of some part thereof, in the name of the whole, unto the said C. D. or to his certain attorney, for that purpose authorized, to give and deliver; To hold unto him the said C. D. his heirs and assigns for ever, according to the true intent and meaning of these presents; the said A. B. hereby ratifying, confirming and allowing all and whatsoever his said attorney or attornies, or either of them, shall lawfully do in the premises.

In witness, &c.

The Method of giving Livery and Seisin.

WHERE possession and seisin is to be given of lands, the feoffor, or person that grants, or some other person by his deed authorized, going upon any part of the land granted delivers to the feoffee, or him to whom the grant is made, or to some person by his deed authorized to receive the same, a gold ring, or any other thing, but usually a piece of clod or turf cut out of the land, and delivering it into the hands of the person that is to receive the possession, and also holding in his other hand the deed of feoffment executed, expresses himself thus, viz. I A. B. [*If the feoffor gives seisin*] *do hereby deliver unto you C. D. [if the feoffee receives it] possession and seisin of the messuage or tenements, lands and hereditaments by this deed granted, to hold to you, your heirs and assigns for ever, according to the purport, true intent and meaning of the said deed.*

Where the livery and seisin is to be given of a house, the feoffor takes the ring, the key or other thing belonging to the door, and delivers the same to the feoffee, the feoffor and feoffee both holding the deed of feoffment and the ring, or other thing of the door, and the feoffor uttering these words, I A. B. *do here deliver you possession and seisin of this house, according to the tenor and effect of this deed.*

If the livery be given by a person authorized, then say, I [*mentioning the attorney's name*] *by virtue of the authority to me in that behalf given by A. B. in and by this letter of attorney* [*he holding the letter of attorney in his hand,* along

along with the deed of feoffment; but in case the letter of attorney be inserted in the deed itself, then say, *in and by this deed*] do hereby, &c.

A Memorandum of Livery and Seisin given by Attorney appointed, how indorsed.

BE it remembered, that on the day of in the year full, quiet, and peaceable possession and seisin was had and taken of the messuage, &c. within mentioned by one of the attornies within named, and by him delivered over unto the within named to hold, &c. according to the purport, intent and meaning of the within written indenture [but if the letter of attorney be a separate deed from that of the feoffment, then say, indenture or deed within mentioned] in the presence of

OF COVENANTS.

A COVENANT is an agreement in writing, sealed and delivered. It must be for performing what is lawful and possible, otherwise it will be void. *Jacob's DiB.*

All covenants must, as to time and place, be exactly performed; and no cause of action can arise from thence till some breach thereof. *Ibid.*

A Covenant for Payment of Rent, and Performance of Covenants of a Lease assignad, and to indemnify the Assignor thereof, to be inserted in the Assignment,

AND the said C. D. [Here name the Assignee] for himself, his heirs, executors, administrators and assigns, doth covenant, promise, grant and agree, to and with the said A. B. his executors and administrators, and every of them, by these presents, in manner and form following, that is to say: that he the said C. D. his executors, administrators or assigns, shall and will from time to time, and at all times hereafter, well and truly pay the rent, and perform the covenants and agreements in the said in part recited indenture of lease reserved and contained, which on the tenant's or lessee's part are, or ought to be paid, done, performed and kept, according to the true intent and meaning of the said indenture of lease, and thereof and therefrom, and of, from and against all actions, suits, costs, charges, expences, troubles, damages and demands whatsoever, which shall or may arise, happen, be commenced or prosecuted against the said A. B. his heirs, executors or administrators, or which he or they shall or may sustain, suffer or be put unto, for or by reason or means of the non-payment of the said rent, or the breach or non-performance of the said covenants or agreements, or any of them, shall and will at all times hereafter, well and sufficiently save, defend, keep harmless and indemnified the said A. B. his heirs, executors and administrators and every of them by these presents.

In witness, &c.

A Covenant in a Lease, that the Lessor may upon six months notice take Part of the Premises into his own hands.

AND also that if the said A. B. his executors, administrators or assigns, shall at any time, during the term hereby granted unto the said C. D. as aforesaid,

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aforesaid, be minded to take the shop, now in the possession or occupation of, &c. (being part of the messuage or tenement hereby demised) into his or their own hands, use or possession, or otherwise to let or dispose thereof, and shall give unto the said C. D. his executors, administrators or assigns, six months notice in writing of such his or their mind or intention, that at or immediately after the end or expiration of the said six months, it shall or may be lawful to and for the said A. B. his executors, administrators or assigns, to enter upon, have, hold, occupy and enjoy the said shop from thenceforth, for and during all the rest, residue and remainder of the said term, which shall be then to come and unexpired; the said A. B. hereby covenanting, promising and agreeing, that he the said A. B., his executors and administrators, shall and will discount and allow, or otherwise, that it shall and may be lawful to and for the said C. D. his executors, administrators and assigns, to default, deduct and retain the sum of, &c. yearly and every year, out of the said rent of, &c. hereby reserved, which is to be in full satisfaction for the said shop; any thing herein contained to the contrary thereof notwithstanding.

A Covenant or Proviso in a Lease, allowing the Tenant to be free before the end of the term granted.

PROVIDED also, and it is hereby covenanted and agreed by and between the said parties to these presents, that if he the said C. D. his executors, administrators or assigns, shall be minded or desirous to leave the said premises at the end of seven years, [or fourteen years] after the commencement of this present lease or demise, and thereof shall give six months notice or warning in writing, under his or their hands, unto the said A. B. his heirs or assigns [*If the lessor have only a temporary interest, then write, executors, &c. as before directed; for which see leases*] of such his or their mind and intention, on the day of next and immediately preceding the determination of the said term or time of seven years, [or fourteen years] respectively; that then and immediately after the expiration of the said term, of seven years [or fourteen years] respectively, and of such respective notice given as aforesaid, the term and estate of twenty-one years hereby granted, as aforesaid, shall cease, determine, and be utterly void; any thing in these presents contained to the contrary thereof in any wise notwithstanding.

Note: This covenant or proviso must immediately follow the proviso for re-entry on non-payment of rent.

An Indenture of Co-partnership between two Bookfellers.

THIS Indenture, made the day of in the year of our Lord between A. B. gentleman and stationer of of the one part, and C. D. also gentleman and stationer of aforesaid, of the other part, *witnesseth*, that the said A. B. and C. D. having had experience of each other's care and fidelity, and in confidence thereof, for the future, have agreed upon a co-partnership and joint trade, in carrying on of the trade of printing and bookselling, and therefore each of them doth respectively, and for their several and respective executors and administrators, covenant promise and agree, to and with the other of them, his executors and administrators, by these presents, that from and after the day of next ensuing the date of these presents, they the said A. B. and C. D. shall be and continue co-partners and joint traders in the art, trade, mystery and business of a bookfeller, that

that is to say, in buying, selling, vending, exchanging, printing and uttering of all sorts of books and other things incident and belonging to the trade of a book-feller; and also in the management and doing of all such other business, as they shall think fit and mutually agree and consent to trade in, for and during, and until the full end and term of seven years, from thenceforth next ensuing, and fully to be complete and ended, if they shall both so long live. And for the carrying on of the said joint trade, each of the said parties to these presents doth covenant, promise, grant and agree, to and with the other of them, that they will each of them bring in severally into the said joint trade and stock, in money and goods, to be used in the said trade, on or before the said day of

next ensuing the date hereof, the full sum or value of of lawful money of to be used and employed in the said joint trade, upon the said joint account.

And it is herein and hereby also mutually covenanted and agreed, by and between the said parties to these presents, that the said trade of a bookfeller shall be carried on and managed at the shop and warehouse at the situate in or at any other place they the said parties to these presents shall agree upon for the purpose. And for the orderly proceeding in and carrying on of the said intended trade or business, it is mutually covenanted, concluded and agreed upon, by and between the said parties to these presents, and each of them doth for himself respectively covenant, promise, grant and agree, to and with the other of them, his executors and administrators, by these presents, in manner and form following, that is to say; that they the said A. B. and C. D. shall be just and faithful to each other, in all their buyings, sellings accounts, reckonings, disbursements and dealings concerning the said copartnership, and shall each of them endeavor by all just care and diligence to advance and promote the said joint trade and stock, without fraud or deceit, and give their attendance upon the said trade: And also that the said A. B. his executors or administrators, shall have the full interest, right or property of, in and unto one moiety or half part of the said joint stock of books, copies, and other things belonging to the said copartnership, and also of, in and unto all the gains, profits and increase which shall arise, happen, accrue or be made thereby or by the ordering or employing of the same, or by any credit or business to be by them managed or done as copartners, and also shall bear and pay one moiety of all losses, costs, expences or damages, which shall at any time happen, arise or come, or be expended or laid out, in, about or concerning the said joint trade or copartnership aforesaid, in any wise whatsoever: And that the said C. D. his executor or administrators, shall have the full interest, &c. of, in and unto the other moiety or half part, &c. [*Here go on exactly in the same manner as in the foregoing clause.*] and each of them the said A. B. and C. D. doth also for himself, his executors and administrators, covenant, promise, grant and agree, to and with the other of them, his executors and administrators, that the said joint stock and also the buyings, sellings, exchanging of books, dealings, gains, debts and credits which shall grow, arise, happen or be made, of or by means of the said joint trade, or any thing incident or belonging thereunto, shall from time to time, during all the said term of the said copartnership, be daily entered and fairly written in some convenient book or books, to be kept for that purpose, within the shop wherein the said trade is to be driven or carried on, in such manner as men of the said trade use or ought to do; of which said books the said parties to these presents, and either of them, their respective executors or administrators, shall freely at all times, as well during the continuance, as after the expiration of the copartnership aforesaid, have the sight and perusal, when and as often as it shall be desired, and shall have liberty to transcribe and copy out all

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or any part thereof, without any let, hindrance or denial: And also that all bonds, bills, notes, specialties, and securities for money whatsoever, at any time to be made or taken for any matter or thing concerning the said joint stock or trade, and also all other things to be sold, exchanged and delivered out of the said joint stock or trade, shall be made and taken in the names of the said A. B. and C. D. and for their joint and equal use and benefit; and also, that no more than a week shall be taken out of the said joint stock, by either of the said parties to these presents, until notice be given to the other of them; and that each of the said parties shall receive equally at the same time out of the said joint stock, and not the one more than the other of them, except only money to be, and which shall be necessarily, laid out in the said stock and trade, for the support of the said copartnership: And also, that all sum and sums of money to be taken out as aforesaid, either to be divided or used in trade, shall from time to time be entered into the said book or books, so to be kept as aforesaid: And also that no apprentice or servant shall be taken during the continuance of the said partnership, but by and with the joint consent of the said parties to these presents: And also, if any book or books, money, goods or other things in copartnership, shall be embezzled, purloined or spoiled by the apprentice or apprentices, or other agent or servant of the said parties to these presents, during the said copartnership, then and in such cases, the loss and damage thereby happening shall be equally borne and sustained by the said parties to these presents: And also, that neither of the said parties shall at any time sell or deliver out upon trust, and without ready money, to any person whatsoever, any part of the said joint trade and stock, to above the value of unless upon notice given to the other party to these presents, and his consent thereunto first had and obtained; neither shall either of them lend any money above the value of out of the said joint stock, without such consent as aforesaid: but if goods of above value shall be trusted, or money lent contrary hereunto, the same shall be sustained or made good by him so trusting or lending the same, and not by the said joint stock: And also, that neither of the parties to these presents, shall without the consent of the other of them, release or discharge any debt, duty, sum or sums of money, or other things, which shall be due, owing or belonging to the said joint account, or any part thereof, or any securities given for the same, but only such and so much as shall be actually received and brought into the said joint stock; nor shall compound or agree to accept part for the whole of any debt, duty or sum of money, to them upon the account aforesaid jointly owing or payable, without the consent or approbation of the other of them thereunto [in writing] first had and obtained: And also, that neither of the said parties to these presents shall at any time during the said copartnership, and before a final partition be made between them, become bound or be bail or surety for, with or to any person or persons whatsoever, either by bond, bill, judgment, statute, recognizance, promise, or otherwise, without the privity or consent of the other of them, thereunto [in writing] first had and obtained; and that there shall not be any new translation of any book or copy to the use of the said joint stock, nor any printer, stationer or bookbinder be employed in any thing relating to the said joint stock, without the consent of both the parties to these presents: And also, that the said A. B. and C. D. shall and will, once in every year, during the said copartnership, on the or within twenty days after, or sooner, at the request of either of them to that purpose, join with the other of them, and perform and do whatever to him belongeth, or in him lieth, for the making up and passing of a new, plain and perfect account and reckoning between them, of and concerning all their buyings, sellings, exchanges, printing, trading and deal-

ings

ings for, upon or by reason of the said joint trade, and relating to the said copartnership, and of all and every such stock, ready money and things as concern or shall be employed in or about the same; and of the gains, profits and increase thereof, and also of the charges, damages and expences happening or accruing thereby; and likewise, of all debts owing or payable by the said parties for, upon or in respect of the said joint trade and dealing; to the intent, that it may appear how and in what state and condition they stand, in reference to the said copartnership and joint stock; and upon the finishing and perfecting every such account, the same shall be fairly written into two several books for that purpose to be provided, both of which said books shall be subscribed by both the said A. B. and C. D. and one of them so subscribed shall remain with the said A. B. and the other of them with the said C. D. which said accounts so passed and subscribed shall not be called into question, or be in any wise controverted, unless some manifest error or mistake shall plainly appear to have therein escaped their notice, and that the same error shall be discovered in the life time of both the said parties, and not otherwise. *Provided* always nevertheless, and it is expressly covenanted, concluded and agreed by and between the said parties to these presents, and the true intent and meaning of the said parties hereunto is hereby declared to be, that if either of the said parties shall die, during the continuance of the said copartnership, yet nevertheless no benefit of survivorship shall accrue unto, or be had or taken by the survivor of them, in any wise whatsoever; any law, usage or custom, or any thing herein before contained, to the contrary thereof notwithstanding. But the one moiety of the ready money, stock and effects of the said copartnership, and the proceeds thereof, shall come and be to the executors or administrators of such dying person, or such other person or persons as he shall otherwise dispose thereof to, and the other moiety thereof to the survivor. *And* it is further covenanted, granted, concluded and agreed upon, by and between the said parties to these presents, that if any debts shall be owing by the copartners upon the said joint accounts, such surviving partner shall, out of the ready money, or if there be not ready money, then as soon as money shall come in and become due, satisfy and pay the same: *And* after all the debts shall be paid, then such survivor shall forthwith pay so much money, as the part, share, or dividend of the goods of such deceased partner shall amount unto, upon a valuation to be made of the stock, by two indifferent men of the said trade: the one to be chosen by the survivor, and the other by the person who shall have a right to the deceased's share, and shall also account for and pay one moiety of all the debts due to the co-partnership, which he shall receive (he being first allowed his charges and expences in and about the getting in thereof;) *And* it is hereby further covenanted and agreed, by and between the said parties to these presents, that within one month next after the end or determination of the said copartnership, if both the said parties shall be living, a final account, partition and division shall be made and passed by and between the said co-partners, for and concerning all such goods, monies and things, which shall be then due, owing and belonging unto the said joint stock and trade, or to the said parties to these presents, in respect thereof; and also of and for all such debts, dues or sums of money as by reason of the said joint trade shall be contracted, and be by them owing to any person or persons; and likewise of and for all the gains and increase damages and losses happening or accruing by, through, or in respect of the said joint trade or co-partnership, so that the state thereof may appear, and how much thereof shall belong to each party; and then after all debts and sums of money owing on the account, or by virtue of the said copartnership, shall be discharged

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discharged and paid (and not before) the said A. B. his executors, administrators or assigns, shall have and take to his and their own proper use and uses, one moiety (the whole into two equal parts to be divided) of all the money, goods and things then in stock between them; and the said C. D. his executors, administrators or assigns, shall likewise then have and take to his and their own proper use or uses, the other moiety of the money and the goods and things then in stock between them: and it is further covenanted and agreed, that in case, at the end of the said copartnership, the money and stock shall not be sufficient to clear and discharge all the debts owing upon the account of the said copartnership, that then each of the said parties to these presents, his executors or administrators, shall pay one moiety thereof: And the said A. B. doth hereby covenant, grant and agree, to and with the said C. D. his executors, administrators and assigns, that he the said A. B. his executors or administrators, shall and will well and truly pay or cause to be paid one moiety thereof, and save and keep harmless the said C. D. his executors and administrators, of and from the same: and the said C. D. doth hereby covenant, promise, grant and agree, to and with the said A. B. his executors and administrators, that he the said C. D. his executors or administrators, shall and will pay, or cause to be paid the other moiety thereof, and also save and keep harmless the said A. B. his executors and administrators, of and from the same: and it is further agreed, that the copies or books of either of the said parties to these presents, which shall be printed during the continuance of the said co-partnership, shall be for the benefit of the said joint stock, and be brought thereinto; and in case the said parties to these presents shall not agree to the number of what shall be printed, or the prices to be sold at, or to any other matter relating thereunto, that then the same shall be determined by E. F. and G. H. gentlemen and stationers of _____ who are hereby authorised to determine the same, and their determination is hereby agreed to be conclusive to the said parties to these presents, and each of them shall be compelled to perform the same by a rule of court of _____ at _____ pursuant to the statute in that case made and provided: And lastly, it is covenanted, and agreed by and between the said parties to these presents, in manner aforesaid, that if any doubt, question or controversy shall arise between the said parties, for, about or concerning this present indenture of co-partnership, or any clause, proviso or agreement herein comprised or contained, or any defect or want of explanation, or any matter or thing relating to this co-partnership, then and as often as any such doubt, controversy or difference shall arise or happen, the same shall be referred to the determination of the said E. F. and G. H. (if they shall be then living:) And in case of the death of either of them, then to two indifferent persons to be nominated and chosen from time to time by the said parties to these presents, within ten days after such controversy shall arise or happen (each of the said parties to choose one) or else by an umpire, to be nominated by the person so chosen, in case the said persons cannot agree and compose the same; and that each of the said parties to these presents, and their respective executors and administrators, shall stand to, abide, perform and keep such order and determination therein, as the said E. F. and G. H. or the said indifferent persons to be chosen as aforesaid, or the said umpire so to be chosen as aforesaid, shall make and give up; so as such order, judgment and determination of the said E. F. and G. H. or of two such indifferent persons, or umpire as aforesaid, of or concerning the premises, be from time to time made and set down in writing, under the hands and seals of the said E. F. and G. H. or of the said two indifferent persons, or of the said umpire, within ten days next after

such

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such doubt, question or controversy shall be referred to them or him as aforesaid, which said determination is hereby agreed to be conclusive to the said parties to these presents, and each of them shall be compelled to perform the same by rule of court of at pursuant to the said statute in that case made.

In witness, &c.

A Charter Party of Assignment.

THIS Charter Party, indented, made, concluded and agreed upon, the day of in the year of our Lord between A. B. of master and owner of the ship or vessel called of the burthen of the one part, and C. D. of of the other part, *witnesst*, that the said A. B. for the consideration herein after mentioned, *hath* granted and to freight letten, and by these presents *doth* grant and to freight let, unto the said C. D. his executors, administrators and assigns, the whole tonnage of the hold, stem, sheets, and half deck of the said ship or vessel, from the port of to the port of in a voyage to be made with the said ship in the manner following (that is to say) the said A. B. is to sail with the first fair wind and weather that shall happen, next after the day of or before the day of next, from the said port of with the goods and merchandizes of the said C. D. his factors or assigns, on board to aforesaid, there to be delivered and discharged of her said cargo, within fifteen days next after her arrival to the end of the said voyage: *In consideration* whereof, the said C. D. for himself, his heirs, executors and administrators, *doth* covenant, promise and agree, to and with the said A. B. his executors, administrators and assigns, and every of them by these presents, that he the said C. D. his executors, administrators, factors or assigns, shall and will well and truly pay, or cause to be paid, unto the said A. B. his executors, administrators and assigns, for the freight of the said ship or goods, the sum of [Or thus, 20 dolls. a ton, for loading or unloading and taking in goods at and ports] within one and twenty days after the said ship's arrival, and goods discharged at aforesaid, for the end of the voyage; and also shall and will pay for demurrage, if any shall be by the default of him the said C. D. his factors or assigns, the sum of two dollars a day, daily and every day, as the same shall grow due; and the said A. B. for himself, his heirs, executors and administrators, *doth* covenant, promise, grant and agree, to and with the said C. D. his executors, administrators and assigns, and every of them, by these presents, that the said ship or vessel shall be ready at the said port of at key, to take in goods, by the said day of next coming; and within ten days after the said ship shall be ready at the said key as aforesaid, the said C. D. *doth* grant, promise and agree to have his goods ready & put on board the said ship, in order that she may proceed on her said voyage. And the said A. B. *doth* also covenant, promise, grant and agree to and with the said C. D. his executors, administrators and assigns, that the said ship or vessel now is, and at all times during the said voyage shall be, to the best endeavor of the said A. B. his executors and administrators, at his & their own proper costs and charges, in all things made and kept stiff, staunch and strong, and well furnished and provided as well with men and mariners sufficient and able to sail, guide, and govern the said ship, as with all manner of rigging, boats, tackle, apparel, furniture, provision and appurtenances fitting and necessary for the said men and mariners, and for the said ship, during the voyage aforesaid. *In witness, &c.*

A Letter of Licence to a Debtor.

TO all to whom these presents shall come, we E. F. of G. H. of
 [Here name the several other creditors] whose names are under
 written, and seals affixed, creditors of A. B. now or late of send greet-
 ing. Whereas the said A. B. on the day of the date hereof, is indebted unto us
 the said creditors in divers sums of money, which by reason of great losses and
 misfortunes he is not at present able to pay and satisfy without respite of time
 to be given him for that purpose: Know ye therefore, that we the said creditors,
 and every of us, do by these presents severally give and grant unto the said A.
 B. free licence, liberty and leave, and our sure and safe conduct, to come, go,
 and resort unto us and every of us, his said creditors, to compound and take or-
 der with us, and every one of us, for our and every of our said debts; and also
 go about his other business and affairs at his free will and pleasure, from the day
 of the date hereof, unto the full end and term of next ensuing, without
 any let, suit, trouble, arrest, attachment or other disturbance whatsoever, to be
 offered or done unto him the said A. B. his wares, goods, money or merchand-
 izes whatsoever, by us, or any of us, or by the executors, administrators, part-
 ners or assigns of us or any of us, or by our or any of our means or procurement.
 And we the said creditors severally and respectively, each for himself, his execu-
 tors and administrators doth severally and apart, and not jointly, covenant, grant
 and agree, to and with the said A. B. his executors and administrators, and eve-
 ry of them by these presents, that if any trouble, vexation, wrong, damage or
 hindrance, shall be done unto him the said A. B. either in his body, goods or chat-
 tels, within the said term of from the date of these presents, by us, or any
 of us, contrary to the tenor and effect of this our licence, that then he the said
 A. B. his executors and administrators, shall be acquitted and discharged tow-
 ards and against him and them, of us, his and their executors, administrators,
 partners and assigns, and every of them, by whom and by whose means he shall
 be vexed, arrested, troubled, imprisoned, attached, grieved or damaged, of all
 manner of actions, suits, quarrels, debts, dues and demands, either in law or
 equity whatsoever, from the beginning of the world to the day of the date of
 these presents: Provided always nevertheless, and it is the true intent and
 meaning of these presents, and of the said parties hereunto, that if all the said
 parties shall not subscribe and seal these presents, then and in such case, the liberty
 and licence hereby given and granted, and every clause, covenant, matter and
 thing therein contained, shall cease and be utterly void to all intents and pur-
 poses; any thing herein before contained to the contrary thereof in any wise
 notwithstanding. *In witness, &c.*

A Composition with Creditors.

TO all to whom these presents shall come, we whose names are here under
 written, and seals affixed, creditors of A. B. of send greeting.
 Whereas the said A. B. doth justly owe, and is indebted unto us, his said several
 creditors, in divers sums of money; but by reason of many losses, great hin-
 drances and other damages happened unto the said A. B. he is become utterly
 unable to pay and satisfy us our full debts, with such goods, wares and merchand-
 izes which he hath, which we the said creditors are unwilling to accept of, or
 any wise to intermeddle with the same; and therefore we the said creditors have
 resolved and agreed to undergo a certain loss, and to accept of five shillings for
 every pound owing by the said A. B. to us the several and respective creditors
 aforesaid

aforesaid to be paid in full satisfaction and discharge of our several and respective debts: Now know ye, that we the said creditors of the said A. B. do for ourselves severally and respectively, and for our several and respective heirs, executors and administrators, covenant, promise, compound and agree, to and with the said A. B. his executors and administrators, and to and with every of them by these presents, that we the said several and respective creditors, our several and respective heirs, executors, administrators and assigns, shall and will accept, receive, and take of and from the said A. B. his executors and administrators, for each and every pound that the said A. B. doth owe and is indebted to us the said several and respective creditors, the sum of five shillings, in full discharge and satisfaction of the several debts and sums of money that the said A. B. doth owe and stand indebted unto us the said creditors respectively; so that the said sum of five shillings, to be paid for each and every pound that the said A. B. doth owe and standeth indebted unto us the said several and respective creditors, be paid unto us the said several and respective creditors, our several and respective executors, administrators or assigns, within the time or space of six months next after the date of these presents: And we the said several and respective creditors, do severally and respectively, for ourselves, our several and respective heirs, executors, administrators and assigns, covenant, grant, promise and agree, to and with the said A. B. his executors and administrators, that be the said A. B. his executors, administrators and assigns, shall and may from time to time, and at all times within the said term or space of six months next ensuing the date hereof, assign, sell, or otherwise dispose of his said goods and chattels, wares and merchandizes, at his and their own free will and pleasure, for and towards the payment and satisfaction of the said five shillings for every pound the said A. B. doth owe and is indebted as aforesaid, unto us the said respective creditors; and that neither we the said several and respective creditors, or any of us, nor the executors, administrators or assigns of us or any of us, shall or will, at any time or times hereafter, sue, arrest, molest, trouble, imprison, attach or condemn the said A. B. his executors or administrators, or his or their goods and chattels, for any debt or other thing now due and owing to us or any of us his respective creditors aforesaid; so as the said A. B. his executors or administrators, do well and truly pay, or cause to be paid unto us his said several and respective creditors, the said sum of five shillings for every pound he doth owe and standeth indebted unto us respectively, within the said time or space of six months next ensuing the date hereof. In witness, &c.

A Marriage Settlement.

THIS Indenture of three parts, made between A. B. of of the first part, C. D. of and E. F. of of the second part, and M. D. of daughter of the said C. D. of the third part, witnesseth, that for and in consideration of a marriage intended (by God's permission) to be shortly had and solemnized between the said A. B. and the said M. D. and of the sum of of lawful money of to be had and received by the said A. B. as a marriage portion with the said M. D. and for that a competent jointure may be had, made and provided for the said M. D. (in case the said marriage shall take effect) and for the settling and assuring the messuages, lands, tenements and hereditaments herein after mentioned, to and for the several uses, intents and purposes hereafter limited and declared, pursuant to the agreement made upon the contract of the said intended marriage, he the said A. B. hath granted, bargained, sold, aliened, released and confirmed, and by these presents doth grant, &c. unto the said

said C. D. and E. F. (in their actual possession, &c.) [*Here go on as in conveyance by release*] their heirs and assigns, all those messuages, &c. [*Here describe the premises, and afterwards add the usual general clause following them, which see in the release.*] To have and to hold the said messuages, &c. hereditaments and premises above granted, released and confirmed, and every part and parcel thereof, with the appurtenances, unto the said C. D. and E. F. their heirs and assigns, to and for the several uses, intents and purposes herein after mentioned, limited, expressed and declared (that is to say) to the use and behoof of the said A. B. and his heirs, until the said marriage between him and the said M. D. his intended wife, shall be had and solemnized; and from and after the solemnization thereof to the use and behoof of the said A. B. and his assigns, for and during the term of his natural life, without impeachment of waste; and from and after the determination of that estate, to the use and behoof of the said C. D. and E. F. and their heirs, for and during the natural life of the said A. B. in trust to preserve and support the contingent remainders herein after limited from being defeated and destroyed; and for that purpose to make entries, and bring actions, as the case shall require: yet nevertheless in trust to permit and suffer the said A. B. and his assigns, to receive and take the rents, issues and profits thereof, to his and their own proper use and benefit, during his natural life: And from and after the decease of him the said A. B. to the use and behoof of the said M. D. his said intended wife, and her assigns, for and during the term of her natural life, for her jointure, and in full satisfaction of her dower or thirds which she may claim to have in any lands, tenements or hereditaments, whereof or wherein he the said A. B. shall at any time during his life be seized of any estate of inheritance; and from and after the decease of the said A. B. and M. D. his said intended wife, and the survivor of them, to the use and behoof of the heirs male of the body of the said M. D. by the said A. B. her intended husband, lawfully to be begotten; and for want of such issue, to the use, and behoof of the said C. D. and E. F. their executors, administrators and assigns, for and during the term of five hundred years thence next following, and fully to be complete and ended, without impeachment of or for any manner of waste, upon the trusts, and to and for the several uses, intents and purposes herein after declared of and concerning the same term.—And from and after the expiration, or other sooner determination of the said term of five hundred years, to the use and behoof of the said A. B. his heirs and assigns for ever. Provided always, and it is hereby declared, covenanted and agreed, by and between the said parties to these presents, that the said term of five hundred years, so limited to them the said C. D. and E. F. their executors, administrators and assigns, as aforesaid, is upon this condition, that if the said A. B. shall happen to die without issue male by him begotten on the body of the said M. D. his said intended wife, or shall leave issue male, and such issue male shall happen to die before he shall attain the age of twenty-one years, without issue male; and that if in either of the said cases there shall happen to be one or more daughter or daughters of their bodies begotten, that then and in such case, if he the said A. B. his heirs and assigns, do and shall well and truly pay, or cause to be paid to such daughter or daughters respectively, at her and their respective ages of twenty-one years, or days of marriage, which shall first happen, the several portions following, that is to say if it shall happen, there shall be but one daughter, then the sum of only, for the portion of such daughter, to be paid her at her said age of twenty-one years, or day of marriage, which shall first happen, with interest therefor in the mean time, after the rate of 5 dolls.

per centum, per annum: and if any such daughter or daughters shall happen to die unmarried, before her or their portion or portions shall become payable, as aforesaid, then the portion or portions of her or them so dying, shall go and be paid to the survivor or survivors of them, equally to be divided amongst them, share & share alike (to be paid at the same time as the original portions should or ought to become payable, as aforesaid, in case they had been living) so as no one such daughter shall have for her portion, by survivorship, or otherwise, by virtue of the said term of five hundred years, above the sum of _____ and in case there shall be no such daughter, who shall live to be married, or attain the said age of twenty-one years, that then and in either of the said cases so happening, the same term shall cease, determine, be null and void; any thing herein contained to the contrary thereof in any wise notwithstanding. And the said A. B. for himself, his heirs, executors and administrators, doth covenant, grant, promise and agree, to and with the said C. D. and E. F. their heirs and assigns, and every of them, by these presents, that the said messuages, &c. hereditaments and premises, with the appurtenances above released and confirmed, as aforesaid, shall and may from henceforth and for ever hereafter, be, remain and continue to and for, and upon the several uses, trusts, intents and purposes, and under and subject to the several limitations and agreements aforesaid, according to the true intent and meaning of these presents: And further, that he the said A. B. his heirs, &c. [*Here insert a covenant for farther assurance, as before in the conveyance by release.*] Provided also, and it is hereby declared, covenanted and agreed upon, by and between all and every the said parties to these presents, that it shall and may be lawful to and for him the said A. B. during his life, and after his death, for the said M. D. his intended wife, during her life, in case the said intended marriage shall take effect, by any writing or writings under his or her hand and seal respectively, attested by two or more credible witnesses, and not otherwise, to make any lease or leases, demise or grant of all or any part or parts of the said messuages, &c. to any person or persons whomsoever, for the term of twenty-one years, or for any other term or numbers of years, not exceeding twenty years, so as such lease or leases, demise or grant for years be made to commence and take effect in possession, within one year after the date thereof: and so as upon all and every such lease or leases, demises or grants for years to be made by the said A. B. and M. D. his said intended wife, respectively, there be reserved payable yearly, during the continuance thereof, the best and most improved yearly rents, which at the time of making thereof can or may be gotten for the same: and so as in every such lease there be contained a clause of re-entry for non-payment of the rent or rents thereby to be reserved; and so as the lessee or lessees, to whom such lease or leases shall be made, do seal and deliver counter-parts of such lease or leases; any thing herein contained to the contrary hereof notwithstanding.

In witness, &c.

Separation between a Man and his Wife.

THIS Indenture of three parts, made _____ between G. G. of _____ of the first part, A. his wife, of the second part, and B. (a trustee) of the third part. [*Whereas, &c. (here insert recital of the settlement before marriage if any such marriage settlement there be)* and] whereas some unhappy differences have lately arisen between the said G. G. and the said A. his wife, and they have mutually agreed to live separate & apart from each other; and previous to such separation, he the said G. G. hath consented thereto, and also proposed and agreed that he, out

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of his own proper monies, would allow and pay to the said A. his wife, during the term of her natural life, for her better support and maintenance (over and above the provision made and settled upon her the said A. for her separate use by the above recited indenture, (one annuity or yearly sum of 100 dolls. clear of all taxes, charges, and deductions whatsoever, payable to her in such manner as herein after is mentioned,) subject nevertheless to the provision herein after contained, touching the payment of the said annuity) And also, that in case the said A. his wife should die before him the said G. G. that then the said G. G. should pay to her executors the sum of ten dollars towards her funeral charges; and that the said G. G. would hereby ratify and confirm the herein before recited settlement in such manner, as hereafter is mentioned: *Now this indenture witnesseth*, that the said G. G. in pursuance of his aforesaid proposal and agreement, doth hereby for himself, his executors, administrators, and for every of them, covenant, promise and agree, to and with the said B. (the trustee) his executors, administrators and assigns; and doth also agree with the said A. his wife, in manner and form following (that is to say) that it shall and may be lawful to and for the said A. his wife, and that he the said G. G. shall and will permit and suffer her the said A. from time to time, and at all times from henceforth, during her natural life, to live separate and apart from him, and to reside and be in such place and places, and in such family and families, and with such relations, friends and other persons, and to follow and carry on such trade and business, as she the said A. from time to time at her will and pleasure (notwithstanding her present coverture, & as if she were a feme sole and unmarried) shall think fit; and that he the said G. G. shall not, nor will at any time or times hereafter sue her the said A. in the court, or any other court, for living separate and apart from him; or compel her to cohabit with him, or to sue, molest, disturb or trouble her for such living separate and apart from him, or any other person or persons whomsoever, for receiving, harbouring or entertaining her; nor shall or will without the consent of the said A. visit her, or knowingly come into any house or place where she shall or may dwell, reside or be; or send or cause to be sent any letter or message to her; nor shall or will at any time hereafter claim or demand any of the monies, rings, jewels, plate, clothes linen, woolen, household goods or stock in trade, which she the said A. now hath in her custody, power or possession, or which she shall or may at any time hereafter, buy or purchase, or which shall be devised or given to her, or shall otherwise acquire and that she shall and may enjoy and absolutely dispose of the same, as if she were a feme sole and unmarried. And further that he the said G. G. his executors or administrators, or some or one of them, shall and will well and truly pay, or cause to be paid unto the said A. his wife, or her assigns, during the term of her natural life, for and towards her better support and maintenance, one annuity or yearly sum of _____ of lawful money of _____ free and clear of all taxes, charges and deductions whatsoever; the said annuity or yearly sum of _____ to be paid and payable to her the said A. and her assigns, during her natural life, at or upon _____ or within ten days next after each of the said _____ days, by four equal parts; the first quarterly payment thereof to begin and be made on _____ next, or within _____ days then next following. In consideration of which said 100 dolls. *per ann.* so hereby made payable to her the said A. in manner as aforesaid, and of the provision so made for her by the said recited indenture of settlement in manner as aforesaid, she the said A. doth hereby agree to accept and take in full satisfaction for her support and maintenance, and all allmony whatsoever during her coverture. *Provided always*, and it is hereby

hereby expressly agreed and declared, by and between all the parties hereunto, and the true intent and meaning of them and these presents is and are, that in case he the said G. G. his executors or administrators, shall at any time hereafter be obliged to, and shall actually pay any debt or debts which the the said A. his wife shall at any time hereafter during her present coverture, contract with any person or persons whatsoever, that then and in such case, it shall and may be lawful to and for the said G. G. his executors and administrators, to deduct, retain and reimburse to him and themselves out of the said annuity or yearly sum of 100 dollars so hereby made payable to her the said A. as aforesaid, and every such sum and sums of money, as he or they shall be obliged to, and shall so actually pay for or on account of such debt or debts to be by her the said A. at any time hereafter so contracted as aforesaid, together with all costs, charges and damages, which he or they shall or may pay or sustain on account thereof: any thing herein contained, &c. And lastly, the said G. G. (in pursuance and full performance of his said recited agreement, and divers other good and valuable causes and considerations him thereunto especially moving) hath and by these presents doth absolutely establish, ratify and confirm as well the said herein before recited indenture of assignment and settlement made of the said personal estate of the said A. his wife, and of the said 100 dollars and gold watch by the said G. G. and A. his wife, so thereby respectively assigned to them the said G. T. and J. B. (the trustees) as aforesaid; and all and every the several trusts, uses, declarations, conditions and agreements in the same indenture mentioned, limited, expressed and declared of and concerning the same respectively. *In witness, &c.*

Condition of a Bond given on the Bargain and Sale of lands, to execute a deed or conveyance thereof on the payment of the consideration monies.

THE CONDITION of this obligation is such, that whereas the above bounden A. B. hath, on the day of the date hereof, sold to the said C. D. a certain tract of land, situate, lying and being in the town of _____ in the county of _____ which is known and distinguished as follows, to wit, [*Here insert a particular description of the premises*] for the consideration of _____ dollars lawful money as aforesaid; the sum of _____ dollars parcel thereof, is hereby acknowledged to be paid and received—for the remainder a certain bond or obligation, is executed and delivered by the said C. D. unto the above bounden A. B. bearing even date with these presents, payable as follows, to wit, [*Here mention the particular times of payment as in the bond*] which bond or obligation being paid and cancelled, agreeably to the tenor of the said bond, the said A. B. for himself, his heirs, executors, administrators and assigns, shall and will convey or cause to be conveyed by deed in fee simple, to the said C. D. his heirs and assigns, the above described lands, free, clear and discharged of and from all incumbrances whatever: but on failure of the payment of the said bond, and every part thereof on or before the time limited as aforesaid, then this bond obligatory shall be void and of no effect; and the premises above described, shall remain the property of the said A. B. his heirs, executors and administrators, together with the improvements thereon, as if no such contract or sale had been made, any thing to the contrary herein expressed notwithstanding; otherwise to remain in full force and virtue. Sealed, &c.

Condition

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Condition of a Bond given on a contract for the sale of land, to execute a Deed, or Conveyance thereof, on payment of a part of the consideration money, at a certain day.

THE condition of this obligation is such, that whereas the above bounden A. B. hath, on the day of the date hereof, sold to the said C. D. a certain tract or parcel of land, situate, lying and being in the town of _____ in the county of _____ which is described and distinguished as follows, to wit, [*here insert a description of the premises*] for the consideration of _____ dollars, lawful money as aforesaid; to be paid to the said A. B. his executors, administrators or assigns, by the said C. D. his heirs, executors or administrators, in manner following, to wit, the sum of _____ dollars, parcel thereof, on the _____ day of _____ next; and for the residue thereof, to wit, the sum of _____ dollars, to be paid, with the interest thereof, in manner following, to wit, [*mention the time or times, and payments, if several*] the bond or obligation of the said C. D. his heirs, executors, administrators or assigns, is to be executed and delivered to the said A. B. his heirs executors or administrators, on the said _____ day of _____ next, together with a mortgage of the said premises, herein above mentioned to be sold to the said C. D. for securing the payment of the same; on which said _____ day of _____ next, and on payment of the said sum of _____ dollars, and the execution and delivery of the said bond and mortgage as aforesaid, on said _____ day, the said A. B. for himself, his heirs, executors, administrators and assigns, at [*name the place agreed on*] shall and will convey, or cause to be conveyed, by a good and sufficient deed in the law, in fee simple, to the said C. D. his heirs and assigns, the above described land and premises, free, clear and discharged of, and from all incumbrances, claims of dower, existing, or to exist, and all demands whatever: NOW THEREFORE if the said A. B. his heirs, executors, administrators or assigns, do, on the day aforesaid, convey the said premises in manner as aforesaid, to the said C. D. his heirs or assigns; or on failure of the payment of the said sum of _____ dollars, and the execution and delivery of the said bond and mortgage, as aforesaid, on the said _____ day of _____ next, then, and in either case, this bond obligatory shall be void and of no effect; and the premises above described, shall remain the property of the said A. B. his heirs, executors and administrators, together with the improvements and appurtenances, as if no such contract or sale had been made, any thing to the contrary herein expressed notwithstanding; otherwise to remain in full force and virtue.

Sealed, &c.

Deed of Covenant to indemnify a master from all costs, &c. that may accrue by his apprentice's leaving him by consent.

WHEREAS A. B. son of C. B. of _____ in and by certain indentures of apprenticeship, bearing date, &c. did put himself apprentice to I. L. for the term of _____ years, which was to commence from &c. then last past as in and by the said in part recited indentures, relation being thereto had may more at large appear—AND WHEREAS the said A. B. with the consent of the said C. B. his father, is desirous to leave the service of the said I. L. and the said I. L. is consenting thereto; NOW THESE PRESENTS WITNESS that the said C. B. for himself, his heirs, &c. doth covenant, promise and agree to and with the said I. L. his executors, &c. that he the said C. B. his, &c. or some
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of them, shall and will from time to time and at all times hereafter, save harmless and keep indemnified the said I. L. his executors, &c. his and their goods and chattels, lands and tenements from and against all, every and any the covenants and agreements in the said recited indenture of apprenticeship contained, on the part and behalf of the said I. L. to be done and performed; and also of, from and against all and all manner of costs, charges, damages and expences, which he the said I. L. his executors, administrators, or assigns, or any of them, shall or may at any time hereafter any ways bear, sustain, or be put unto, for or by reason or means or on account of the said indenture of apprenticeship, or of the said A. B's leaving or departing from the service of the said I. L. *In witness, &c.*

CONFIRMATION.

Confirmation from a person on attaining his age of twenty-one years, who was made a party to a conveyance before he was of age.

To be indorsed on the Conveyance.

MEMORANDUM, That the within named C. D. was not of age at the time of making the within written indenture, but hath now attained his full age of twenty-one years; and did on this day of feal and deliver this present indenture, in the presence of us.

The Deed of Confirmation.

THIS INDENTURE, made, &c. between C. D. of, &c. a son & one of the heirs of E. D. deceased, of the one part and A. B. of the other part. **W**HEREAS by a certain deed or indenture of bargain and sale, bearing date on or about, &c. and made between E. F. I. K. M. L. R. S. & P. his wife and the said C. D. by such several additions as are therein expressed, of the one part, and the said A. B. of the other part, for the consideration of five hundred dollars, in the said deed or indenture of bargain and sale mentioned to be paid by the said A. B. in manner as therein expressed; the several messuages or tenements therein mentioned, and herein after intended to be released and confirmed, are thereby granted and conveyed, or intended so to be, unto and to the use of the said A. B. his heirs and assigns forever, as by the said indenture of bargain and sale relating on being thereunto had may more fully appear: **A**ND **W**HEREAS the said C. D. at the time of the date and making the said in part recited indenture of bargain and sale, was not then of the age of twenty-one years, but hath since attained to such his age of twenty-one years, and hath this day before the execution of these presents, duly sealed and delivered the said in part recited indenture of bargain and sale. **N**OW **T**HIS INDENTURE WITNESSETH that as well in performance of a covenant for further assurances in the said indenture of bargain and sale contained as, also for and in consideration of the sum of dollars to him the said C. D. in hand paid by the said A. B. at and before the sealing &c. being his full part and share of and in the before mentioned sum of five hundred dollars agreed to be paid for the purchase of the said messuages, tenements and hereditaments, the receipt of which sum of dollars he the said C. D. doth hereby acknowledge, and thereof and therefrom doth acquit, release and forever discharge the said A. B. his heirs, executors, &c. he the said C. D. **H**ATH and by these

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these presents DOTH absolutely remise, release, alien, and for ever quit-claim and confirm unto the said A. B. in his actual possession now being by virtue of the before mentioned indenture of bargain and sale, and to his heirs and assigns, ALL &c. TO HAVE AND TO HOLD unto and to the use of the said A. B. his heirs and assigns for ever. (*Insert a covenant that he has done no act to incumber, except, &c. and for further assurance, &c.*) IN WITNESS, &c.

OF DEFEASANCES.

A DEFEASANCE is an instrument making a deed, executed before and made absolute, on certain conditions void, *Co. Lit. 236*, but is now seldom used that way; a proviso in the deed itself, as in mortgages, &c. sufficiently answering the ends of a defeasance. Obligations, recognizances, judgments, &c. are most commonly the subject matter of these instruments.

A Defeasance of a Bond and Judgment.

THIS Indenture made between A. B. of of the one part, and C. D. of of the other part. *Whereas* the said C. D. in and by one bond or obligation, bearing date doth stand firmly bound unto the said A. B. in the penal sum of of lawful money of conditioned for the payment of the sum of of like lawful money, on as in and by the said in part recited bond or obligation, with the condition there underwritten, may more fully appear: *And whereas* the said A. B. as a collateral or further security for the payment of the said sum of according to the tenor of the said in part recited bond or obligation, in term last, in the court of at obtained and recovered against the said C. D. one judgment of dollars debt, besides costs of suit, as by the records of the said court appeareth; *Now this indenture witnesseth*, That it is agreed by and between the said parties to these presents, and the said A. B. doth for himself, his heirs, executors and administrators, covenant, grant, promise and agree, to and with the said C. D. his executors and administrators, by these presents, that if the said C. D. his heirs, executors or administrators, shall well and truly pay or cause to be paid unto the said A. B. his executors, administrators or assigns, the aforesaid sum of at the days and times above mentioned, in discharge of the said in part recited bond or obligation, that then he the said A. B. his executors, administrators or assigns, shall and will, after such payment made, at the request and at the proper costs and charges in the law of the said C. D. his executors or administrators, in due form of law, acknowledge satisfaction upon record of and for the said judgment: *And that* the said A. B. his executors, administrators or assigns, shall not, before default be made in payment, as aforesaid, sue forth or take out any writ or process of execution against the said C. D. his heirs, executors or administrators, or his or their lands, tenements, goods or chattels, or any of them, by or upon the said judgment.

Sealed, &c.

Defeasance.

Defeasance on Lands Forfeited.

THIS INDENTURE made &c. BETWEEN I. F. of the one part and R. C. of the other part—WHEREAS the said R. C. by his indenture, bearing date, &c. for the considerations therein mentioned, did give, grant, bargain, sell, and confirm unto the said I. F. his heirs and assigns, ALL that, &c. with the appurtenances in the county of _____ in which said indenture there is a condition or proviso to this effect, that if the said R. C. his heirs or assigns, or any of them should on or before the _____ day, &c. well and truly pay, unto the said I. F. his executors, administrators or assigns the sum of, &c. that then and from thenceforth the said recited indenture, and every covenant therein contained, &c. shall be utterly void and of no effect, as by the said indenture doth more fully and at large appear: WHICH said sum of, &c. was not paid at the day and time by the said indenture limited for the payment thereof, according to the effect of the said proviso: BY REASON whereof the said lands, &c. in the said indenture mentioned are absolutely vested and settled in the said I. F. YET NEVERTHELESS the said I. F. is contented, and doth hereby covenant and grant to and with the said R. C. his heirs and assigns, that if the said R. C. his heirs or assigns, or any of them, do well and truly pay, unto the said I. F. his executors, administrators or assigns the sum of &c. that then and from thenceforth the said recited indenture shall be utterly void and of no effect; THE breach made by the non-payment of the said sum of, &c. in the aforementioned proviso contained, or any thing therein to the contrary notwithstanding. AND ALSO on full payment of the said sum of, &c. at any time within, &c. he the said I. F. his heirs and assigns, shall and will, at the reasonable request, costs and charges in the law, of the said R. C. his heirs or assigns, convey and assure unto the said R. C. his heirs and assigns for ever, the said lands, &c. with the appurtenances in the said recited indenture mentioned in such manner and form as by the said R. C. his heirs or assigns, or his or their counsel learned in the law, shall be reasonably devised, advised or required. AND ALSO that the said I. F. his heirs or assigns, shall deliver or cause to be delivered unto the said R. C. his heirs or assigns, within two months next after payment made, all deeds, evidences and writings which the said I. F. hath, touching or concerning the said premises, safe, whole, uncanceled and undefaced. IN WITNESS, &c.

OF EXCHANGE.

An Exchange of Lands for a Term of Years.

THIS INDENTURE made, &c. between E. F. of, &c. of the one part, and G. H. of, &c. of the other part. WHEREAS the said E. F. is, and stands seised for the term of, &c. of and in the messuages, tenements and hereditaments first herein after mentioned to be hereby granted and demised. AND WHEREAS the said G. H. is and stands seised for the term of, &c. of and in the messuages, tenements and hereditaments last herein after mentioned to be hereby granted, and demised. AND WHEREAS the said E. F. and G. H. are minded and agreed to exchange with each other the aforesaid premises for and during their joint lives. NOW THEREFORE for the end and purpose aforesaid, this indenture witnesseth that, for and in consideration of the grant and demise herein after made, or mentioned

tioned to be made by the said G. H. to the said E. F. and in consideration of one dollar, lawful money of, &c. to the said E. F. in hand paid by the said G. H. at or before the enfealing and delivery of these presents, the receipt whereof is hereby acknowledged, HE the said E. F. hath given, granted, bargained, sold and demised, and by these presents, *doth give, grant, bargain, sell and demise* unto the said G. H. his executors, administrators and assigns, *all that messuage with the appurtenances, situated together* [See *Leases for the general words to be used on a demise of houses. Sc.*] *To have and hold* the said messuage and premises above mentioned, with the appurtenances unto the said G. H. his executors, administrators and assigns, from the day of last past, for and during, and unto the full end and term of ninety-nine years, from thence next ensuing, and fully to be complete and ended, if he the said E. F. and G. H. shall both of them so long live. *And this indenture further witnesseth*, that the said G. H. in consideration of the said bargain and sale to made unto him the said G. H., by the said E. F. as aforesaid, and in consideration of the sum of one dollar lawful money of, &c. to the said G. H. in hand paid by the said E. F. at or before, &c. the receipt, &c. *hath given, granted, bargained, sold and demised*, and by these presents *doth give, grant, bargain, sell and demise*, unto the said E. F. his executors, administrators and assigns, *all that messuage, with the appurtenances, situated, &c. together* [See *as before directed*]. *To have and to hold* the said last mentioned messuage or tenement and premises, with the appurtenances, unto the said E. F. his executors, administrators and assigns, from the said day of last past, for and during, and unto the full end and term of ninety-nine years, from thence next ensuing, and fully to be complete and ended, if he the said G. H. and E. F. shall both of them so long live, in exchange for the said messuage, &c. first above mentioned to be granted by the said E. F. to the said G. H. in exchange, as aforesaid. *And the said E. F. for himself, his heirs, executors and administrators, doth covenant, grant and agree to and with the said G. H. his executors, administrators and assigns, that he the said G. H. his executors, administrators and assigns, shall and may from time to time, and at all times hereafter, during the said term hereby granted by the said E. F. as aforesaid, peaceably and quietly have, hold, occupy, possess and enjoy the said messuage, &c. and other the premises first above mentioned, with the appurtenances, without the let, suit, trouble, hindrance, molestation, interruption, eviction, or disturbance of him the said E. F. his executors, or administrators, or of any of them, or of or from any other person or persons whomsoever, lawfully claiming or to claim, by, from or under him, them or any of them: AND ALSO that he the said E. F. hath not at any time heretofore made, done, committed, or suffered any act, matter or thing whatsoever, whereby or by means whereof the said messuage, tenement and premises first herein before granted and demised, or intended so to be, or any of them, or any part or parcel thereof, is, are, shall or may be impeached, charged or incumbered, in title, charge, estate or otherwise howsoever during the estate hereby granted. AND ALSO that he the said E. F. and all and every person and persons claiming or to claim, from, by or under, or in trust for him, shall and will from time to time, and at all times hereafter, during the estate hereby granted, upon every reasonable request and at the costs and charges of the said G. H. or his, &c. make, do and execute, or cause to be made, done and executed all further and other lawful and reasonable acts, deeds and things, for the further and better granting and demising of the same messuage, tenement and premises unto the said G. H. his executors, administrators and assigns for*

and

and during the residue which shall then be to come of the said first mentioned term of ninety-nine years: And the said G. H. for himself, &c. [*Here insert from G. H. to E. F. the like covenants as to the quiet enjoyment &c. of the last mentioned messuage &c. sold by him.*] Provided always, nevertheless, and these presents are upon this condition, and it is the true intent and meaning of the parties hereunto, that if it shall happen, that either of the said parties to these presents, their executors, administrators or assigns, shall at any time hereafter, during the said respective terms above granted, by colour or means of any former or other gift, grant, bargain or sale or otherwise howsoever, be ousted or evicted of and from the possession of either of the said messuages or tenements, and other the premises, so respectively granted in exchange as aforesaid, or any part thereof, then and in such case, these presents, and every matter and thing therein contained, shall be utterly void, and of none effect, and then and thereafter it shall and may be lawful to and for the party or parties so ousted or evicted, into his or their said former messuage and premises, with all and singular the appurtenances to re-enter, and the same to have again, repossess, and enjoy, as of his and their former estate or estates; any thing herein contained to the contrary thereof in any wise notwithstanding. *In witness, &c.*

N. B. In exchanges it is required that both the estates granted be equal, as fee simple for fee simple, life for life, a term for the like term, &c. yet the things exchanged need not be of one nature, or equal in value. *Lit. 63, 64. Co. Lit. 50, 51.*

In every exchange is implied a condition of re-entry upon the lands given in exchange, if either of the parties is evicted of the lands granted him, or any part thereof. *4 Rep. 121.*

OF GIFTS AND GRANTS.

A Deed of gift passes either lands or goods. It is good against the donor or person that makes it, and all others except creditors, when it shall appear to be done with an intent to defeat them of their debts; in which case the law adjudgeth such deed void as to such creditors. Grants are of the like nature with deeds of gift. In a good grant or gift, there must be a grantor or donor able to grant; and a grantee or donee capable of taking the thing granted. See *Wood's Inst. 332. Perk. 57. 3 Rep. 80.*

A Deed of Gift of Personal Estate.

KNOW all men by these presents, that I A. B. of _____ in consideration of the natural love and affection which I have and bear unto my beloved sister C. D. and also for divers other good causes and considerations me the said A. B. hereunto moving, have given, granted and confirmed and by these presents, do give, grant and confirm unto the said C. D. all and singular my goods, chattels, plate, jewels, leases and personal estate whatsoever, in whose hands, custody or possession soever they be, within the state of _____ To have, hold and enjoy all and singular the said goods, chattels, and personal estate aforesaid, unto the said C. D. her executors, administrators and assigns, to the only proper use and behoof of the said C. D. her executors, administrators and assigns for ever. And I the said A. B. all and singular the said goods, chattels, personal estate, and

and other the premises to the said C. D. her executors, administrators and assigns against me the said A. B. my executors and administrators, and all and every other person and persons whomsoever, shall and will warrant, and for ever defend by these presents. Of all and singular which said goods, chattels, personal estate and other the premises, I the said A. B. have put the said C. D. in full possession, by delivering to her one pewter dish at the time of the sealing and delivery of these presents, in the name of the whole premises hereby granted. *In witness, &c.*

N. B. A memorandum of livery and seisin, in the form of that to be indorsed on a bill of sale of goods, must be here likewise used.

A Deed of Gift of Lands by Indenture.

THIS Indenture, made, &c. between E. F. of of the one part, and G. H. son of the said E. F. of the other part, *witneseth* that the said E. F. as well for and in consideration of the natural love and affection which he the said E. F. hath and beareth unto the said G. H. as also for the better maintenance, support and livelihood of him the said G. H. hath given, granted, aliened, enfeoffed, and confirmed, and by these presents, doth give, grant, alien, enfeoff and confirm unto the said G. H. his heirs and assigns, all that messuage, or mansion-house, with the stable, barn, orchard, garden and several pieces or parcels of land, arable, plough and pasture ground thereunto adjoining and belonging, commonly called or known by the name of now or late in the tenure, possession or occupation of and also, all that certain farm, piece or parcel, of land, situate, lying and being and now in the occupation of Together with all and singular the hereditaments and appurtenances thereunto belonging, or in any wise appertaining to the said messuage, farm, lands, tenements, hereditaments and premises, hereby mentioned, or intended to be granted and confirmed unto the said G. H. as aforesaid, or any part or parcel thereof, belonging or in any wise appertaining, or therewithal commonly held, used, occupied or enjoyed, or accepted, reputed, taken or known as part or parcel of, or belonging to the same; and the reversion and reversions, remainder and remainders, rents, issues and profits of all and singular the said premises, with their appurtenances, and all the estate, right, title, interest, property, claim and demand whatsoever of him the said E. F. of, in and to the said messuage, farm, lands, tenements and premises, and of, in and to every part or parcel thereof, with their and every of their appurtenances: *To have and to hold* the said messuage, lands, tenements, hereditaments, and all and singular other the premises thereby granted and confirmed or mentioned, or intended so to be with their and every of their appurtenances, unto the said G. H. his heirs and assigns, to the only proper use and behoof of him the said G. H. his heirs and assigns for ever. And the said E. F. for himself, his heirs, executors and administrators, doth covenant, grant and agree, to and with the said G. H. his heirs and assigns, by these presents, that he the said G. H. his heirs and assigns, shall and lawfully may, from time to time, and at all times hereafter, peaceably and quietly have, hold, use, occupy, possess and enjoy the said messuage, farm, lands, tenements, hereditaments, and premises hereby granted and confirmed, or mentioned, or intended to be hereby granted and confirmed, with their and every of their appurtenances, free, clear and fully discharged, or well and sufficiently saved, kept harmless and indemnified, of, from and against all former and other gifts, grants, bargains, sales, jointures, feoffments, dowers & estates, and of, from & against all former and other titles, troubles, charges and incumbrances whatsoever had, done,

or

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or suffered, or to be had, made, done, or suffered by him the said E. F. his heirs or assigns, or any other person or persons, lawfully claiming or to claim, by, from, or under him, them or any of them. *In witness, &c.*

Note; Livery and seisin must be delivered on this grant. See livery and seisin.

Deed of Gift of Goods and Chattels, conditionally.

K NOW ALL MEN by these presents that I, M. B. of in consideration of the natural love and affection which I have and bear to my nephew F. S. of & for and towards the better support and maintenance of him after my decease, and for divers other good causes, and valuable considerations me thereunto especially moving, HAVE given, granted and sold, and by these presents do give, grant and sell unto the said F. S. all and singular my personal estate, consisting of (*here particularize and describe the articles*) and all other my goods and chattels whatsoever and wheresoever, and of what nature, sort or kind soever; TO HAVE AND TO HOLD the said (*here mention two or three of the principal articles*) and all and singular other the goods and chattels hereby granted, bargained and sold, or mentioned or intended so to be, and every part and parcel thereof unto the said F. S. his executors, administrators and assigns, as his and their own proper goods, chattels and effects, from henceforth for ever; PROVIDED ALWAYS, and these presents are upon this special trust and confidence, and upon this express condition, that he the said F. S. his executors, administrators and assigns, shall and do permit and suffer me the said M. B. to use, keep and enjoy all and singular the said goods and chattels (*or if a part specify them*) during my natural life, without paying or yielding any thing for the same, or in respect thereof and not otherwise: And that from and after my decease he the said F. S. his executors, administrators or assigns, shall or lawfully may have, hold, and enjoy the same and every part and parcel thereof, and dispose thereof, and convert the same to his and their own proper use and behoof as he or they shall think fit. *IN WITNESS, &c.*

A grant of an Annuity by Indenture.

T HIS Indenture made, &c. between A. B. of of the one part, and C. D. of of the other part, *witnessth,* That the said A. B. for and in consideration of the sum of to him in hand well and truly paid by the said C. D. at or before the sealing and delivery of these presents, the receipt whereof the said A. B. doth hereby acknowledge, hath given, granted and confirmed, and by these presents doth give, grant and confirm unto the said C. D. and his assigns one annuity of to be received, taken, had, and to be issuing out of all that messuage, &c. with all and singular the appurtenances thereunto belonging, and every part and parcel thereof, unto the said C. D. and his assigns, for and during the natural life of him the said C. D. payable and to be paid at and upon yearly by even and equal portions; the first payment to begin and be made at or upon And if it shall happen that the said annuity of or any part thereof be behind or unpaid, in part or in all, by the space of twenty-one days next after either of the said days or times of payment thereof, whereupon the same should or ought to be paid as aforesaid; that then, and so often, and at any time thereafter, it shall and may be lawful to and for the said C. D. and his assigns, into and upon the said messuage and premises above mentioned, or any part thereof, to enter and distrain, and the distress and distresses then and there found

found, to take, lead, drive, carry away and impound, and the same impound to take, hold and keep, until the said annuity & the arrears thereof (if any shall be) together with all costs and charges thereabout, or concerning the same, shall be fully paid and satisfied. And the said A. B. for himself, his heirs, executors and administrators, doth covenant, grant and agree, to and with the said C. D. his executors, administrators and assigns, that he the said A. B. his heirs, executors or administrators, shall and will well and truly pay or cause to be paid unto the said C. D. his executors, administrators or assigns, the said annuity or yearly rent charge, &c. above, at the days and time, and in manner and form, as above expressed and limited for payment thereof, according to the true intent and meaning of these presents. And also that the said messuage, &c. above mentioned to be charged or chargeable with the said annuity hereby granted shall from time to time be and continue over, and sufficient for the payment of the said annuity of yearly, during the life of the said C. D. *In witness, &c.*

Grant of an Executorship, and of all such Goods, &c. as the Executor hath or ought to have thereby, with a letter of Attorney, and divers covenants.

THIS INDENTURE made, &c. BETWEEN M. C. of, &c. executor of the last will and testament of E. C. late of, &c. deceased, of the one part, and I. S. of, &c. of the other part, WITNESSETH, that the said M. C. for and in consideration of, &c. HATH given, granted, bargained and sold, and by these presents DOth give, &c. unto the said I. S. his executors, administrators and assigns, all and singular the goods, leases, chattels, both real and personal, that were belonging unto the said E. at the time of his decease, which the said M. hath, or of right ought to have as executor of the last will of the said E. or otherwise, and of all manner of debts, duties, advantages, commodities and demands which the said M. his executors, administrators or assigns, hath, might or ought to have, take, challenge or demand as executor of the last will of the said E. or otherwise, by virtue of the said last will and testament. AND the said M. DOth for the consideration aforesaid, make, constitute, and, in the place and room of him, his executors and administrators, appoint the said I. S. during his life, and his executors, administrators and assigns, after his decease, to be the true and lawful attorney and attornies of him the said M. and of the executors and administrators of him the said M. giving or granting unto the said I. S. during his life, and unto his executors, administrators and assigns after his decease, full power and lawful licence and authority in the name of him the said M. his executors and administrators, to take, have, ask, receive and levy all and singular such debts, duties and demands which were due and owing unto the said E. as executor of the said last will or otherwise, which he the said M. by force of the said will may ask, have, take, demand, receive, recover or levy. AND FURTHER that he the said I. S. his executors, administrators or assigns or any of them, shall and may from time to time, and at all times hereafter, in the name of him the said M. his executors and administrators, commence any action or actions, suit or suits, plaint or plaints, against any person or persons, in any court or courts whatsoever, or of any of them, and arrest for any debt, duty, matter, cause or thing whatsoever, due, owing or accruing unto, or demandable by the said E. at the time of his decease; and attorney or attornies in the name of the said M. to make, constitute, revoke, alter, remove and change; and the same actions, suits, plaints and arrests, or any of them, shall

shall and may in the name of the said M. his executors and administrators, at the costs and charges in the law of the said I. S. his executors, administrators and assigns, prosecute and follow, until judgment and execution shall be thereupon had and made, and all and singular such sum and sums of money, goods, chattels, debts and other things, as shall be so in the name of the said M. received, recovered, had or levied by the said I. S. his executors, administrators or assigns, shall and may have, hold, keep and retain in the hands of him the said I. S. his executors, administrators and assigns, to his and their proper use and behoof, without any account or other thing therefor, unto the said executors or administrators of the said E. yielding, rendering or paying; hereby giving and granting unto his said attorney, his executors, administrators and assigns, full power and authority to do and execute all and every act and acts, thing and things, touching and concerning the said premises in as large and ample manner, in all respects, as he the said M. can or might make, do or execute. AND THE SAID M. doth by these presents, for himself, his heirs, executors and administrators, covenant and grant to and with the said I. S. his executors, administrators and assigns, in manner and form following, that is to say, that the said I. S. his executors, &c. shall and may have and enjoy all and singular the goods and chattels before by these presents given, granted or sold, and receive, have, take, recover, levy and enjoy all and singular the debts, duties, liberties and authorities, and other things before by these presents mentioned to be granted, bargained, sold and assigned unto him, without any let or disturbance, or any revocation or annihilation of the said M. his executors, &c. or of any person or persons, by the procurement or assent of the said M. his executors, &c. AND further that the said M. hath not heretofore discharged or released any debt or duty or other thing, which he as executor of the said last will, or otherwise by virtue of the said last will, may, can, might, should or ought to have, take, demand or recover; nor that he the said M. his &c. nor any other by his or their consent or procurement, shall or will at any time or times hereafter discharge or release any such debt or duty; but that he the said M. his executors, &c. shall and will from time to time, and at all times hereafter justify and allow, confirm and avow all and every such action and actions, suit and suits, plaint and plaints, prosecutions, judgments and executions as his said attorney or attornies shall have, take, commence, prosecute, sue or levy in his name touching the premises, and permit and suffer his said attorney or attornies to receive, take and have to his and their own use and uses, all and every such sum and sums of money, goods, chattels and other things as he, his executors &c. ought to have, receive and levy as executors of the said last will, or otherwise, by virtue of the said will aforesaid. AND further, that he the said M. his executors, &c. shall and will at all times hereafter, permit and suffer the said I. S. his executors, &c. from time to time, and at all times hereafter, to have the whole execution of the said last will of the said E. C. and all the doings, dealings and transactions touching the same, and the administration of all the chattels, goods, debts, evidences and leases which were belonging to the said E. at the time of his decease. AND the said I. S. for himself, his heirs, &c. doth covenant and grant to and with the said M. his executors, &c. by these presents, that he the said I. S. his executors, &c. shall and will well and truly pay and satisfy all the debts and dues of the said E. deceased, and all the legacies in the said will contained, according to the true intent and meaning of the said will; and shall and will at all times hereafter, well and sufficiently save and keep harmless and indemnified the said M. his, &c. touching or concerning the same. *In witness, &c.*

OF INDENTURES.

WHERE a deed begins, *This indenture*, it must actually be indented, that is to say, cut or scolloped at the top, otherwise it will be a deed poll: for it is not the words, *This Indenture*, but the indenting of the parchment or paper, that makes it an indenture. *Wood's Inst.* 236. 1. *Inst.* 143.

The difference between indentures and deeds poll is, that in the latter, the words shall be most strongly taken against the grantor: but in the former, the words are to be taken according to the intent of both parties, the *grantor* and *grantee*: For this reason, where both parties are intended to be concluded, it seems highly necessary to turn deeds poll into indentures, which is easily done, by observing the different forms of those instruments, and indenting them as above directed. A deed may consist of several parts, as two, three, four, five, six, &c. which formerly were written *bipartite*, *tripartite*, *quadripartite*, *quinquartite*, *sextipartite*, &c.

Some necessary Observations in Relation to Indentures of Apprenticeship.

IF any money be contracted for or given with any clerk or apprentice, such consideration must be expressly inserted in the indenture.

No master or mistress shall compel any apprentice or journeyman, by oath or bond not to exercise his trade after his term expired, on pain of forfeiting 100 dols. for each offence: the one half to the people of this state, and the other half to such person as will prosecute for the same. And any bond, or other security so given to be utterly void. See Laws of New-York 24 sess. ch. 11. § 1. And,

By sect. 2d of the same act, apprentices may be bound to serve until 21 years of age; with a proviso in the same section, that no child of any Indian woman shall be bound apprentice except in the presence, and with the consent of a justice of the peace, a certificate of such consent to be signed by such justice, and filed with the clerk of the town or place where the indenture is executed.

So by sect. 4th of the same act, the overseers of the poor of any city or town, with the consent of any two justices of the peace of the same county, residing in or near, such town (or if in the cities of New-York, Albany or Hudson, with the consent of the mayor, recorder and aldermen, or any two of them, may bind out any child become chargeable, or whose parents have become chargeable to the city or town wherein they respectively inhabit, or who shall beg alms, to be apprentices or servants, according to their degree and ability, where they shall see convenient, until such child, if male, shall arrive to the age of twenty-one years; if female, to the age of eighteen years, and such consent should be certified and acknowledged by the said justices either at the foot, or on the back of the indenture, which indenture may be in the following form.

Indenture for putting out a Poor Boy an Apprentice.

THIS Indenture, made witnesseth, that A. B. and C. D. overseers of the poor of the town of _____ in the county of _____ and state of New-York, by and with the consent of, &c. two of the justices of the peace of the said county (or if of either of the cities before named, say by whose consent) _____ having

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 having put and placed, and by these presents do put and place L. M. a poor boy of the said town (or city) aged apprentice to J. R. of with him to dwell and serve from the day of the date of these presents until the said apprentice shall accomplish the full age of twenty-one years, according to the statute in that case made and provided; during all which term the said apprentice his said master faithfully shall serve on all lawful businesses, according to his power, wit and ability; and shall honestly, orderly and obediently in all things demean and behave himself towards his said master, and all his, during the said term. And the said J. R. for himself, his executors and administrators, doth covenant and agree to and with the said overseers of the poor, and each of them, their and each of their heirs, executors and administrators, and their and each of their successors, for the time being, by these presents, that he the said J. R. the said apprentice in the trade of which he now useth, shall and will instruct, or cause to be taught and instructed, and during all the term aforesaid and, provide and allow unto the said apprentice competent and sufficient meat, drink and apparel, washing, lodging, mending, and all other things necessary and fit for an apprentice: and also shall and will so provide for the said apprentice that he be not any way a charge to the the town (or city) of or inhabitants (or citizens) thereof; but of and from all charge shall save the said town (or city as the case may be) harmless and indemnified during the said term; and at the end of the said term shall and will make, allow, provide and deliver unto the said apprentice, one good new suit of holy-day clothes of the value of at least dols. and two other good suits for every day wear.

In witness, &c.

We G. H. and I. J. esquires, two of the justices of the peace, for the county of aforesaid, do hereby declare our assent to the putting forth of the aforesaid L. M. apprentice to the said J. R. according to the intent and meaning of the above written indenture. In witness whereof we have hereunto put our hands and seals, the day and year in the above indenture first written.

A common Indenture of Apprenticeship.

THIS Indenture, made the day of in the year of our Lord witnesseth, that A. B. son of C. D. aged years months days, by and with the consent of the said C. D. his father, of hath, of his own free and voluntary will, placed and bound himself apprentice unto E. F. of blacksmith, to learn the said trade, mystery or occupation of a blacksmith, which he the said E. F. now useth, and with him as an apprentice to dwell, continue and serve from the day of the date hereof, unto the full end and term of from thence next ensuing, and fully to be complete and ended; during all which term of years, the said apprentice his said master well and faithfully shall serve, his secrets keep, his lawful commands gladly do and obey; hurt to his said master he shall not do, nor wilfully suffer to be done by others, but of the same, to the utmost of his power, shall forthwith give notice to his said master; the goods of his said master he shall not embezzle or waste, nor them lend, without his consent, to any; at cards, dice or any other unlawful games, he shall not play; taverns or ale houses he shall not frequent; fornication he shall not commit, matrimony he shall not contract; from the service of his said master he shall not at any time depart or absent himself, without his said master's leave; but in all things, as a good and faithful apprentice, shall and will demean and behave himself towards his said master, and all his, during the said term. And the said master, [in consideration of the sum

sum of of lawful money of to him in hand paid by his said apprentice] in the said trade, mystery or occupation of a blacksmith, which he now useth, with all things thereunto belonging, shall and will teach, instruct, or cause to be well and sufficiently taught and instructed, after the best way and manner he can, and shall and will also find and allow unto his said apprentice; meat, drink, washing, lodging and apparel, both linnen and wollen, and all other necessaries fit and convenient for such an apprentice during the term aforesaid [and also shall for the space of months in each year, during the said term, put the said apprentice to some good English school, to be instructed in reading, writing and arithmetic.] *In witness, &c.*

OF LEASES.

A Lease or demise is a deed in writing, whereby the enjoyment of a real thing under a certain rent, or on other conditions, is contracted for. The person granting the lease is called the *lessor*, and the tenant or person to whom it is granted, the *lessee*. *Co. Lit. 43.*

Leases are either in perpetuity, for life, or years; such as are in perpetuity or for life, are called *freehold*, and require *livery and seisin*, which you may see under its proper head. Leases for years are termed chattels, *i. e.*, a personal estate which descends not to the heir of the deceased party; as in cases of estates of inheritance, but goes to his executors or administrators.

A Lease of Ground for Building a House upon.

THIS indenture made the day of in the year of our Lord between A. B. of of the one part, and C. D. of &c. of the other part, *witnesseth*, that the said A. B. for and in consideration of the rent, covenants and agreements herein after mentioned and reserved, on the part and behalf of the said C. D. to be paid, done and performed, *hath* granted, demised, leased, set and to farm letten, and by these presents, *doth* grant, demise, lease, set and to farm let unto the said C. D. his executors, administrators and assigns, *all* that piece or parcel of ground, containing in length twenty five feet, and in breadth twenty feet, or thereabouts, lying and being in or near, &c. *To have and to hold* the said piece or parcel of ground above mentioned, unto the said C. D. his executors, administrators and assigns, from for and during the full end and term of from thence next ensuing, and fully to be complete and ended, *yielding* and paying therefor, yearly and every year during the said term, unto the said A. B. his heirs or assigns [*These words heirs or assigns are only to be used where the inheritance is in the lessor; for where he has only a temporary estate in the thing leased, you must in the place of heirs &c. use executors, administrators or assigns*] the yearly rent or sum of of lawful money of on by even and equal portions; the first payment thereof to begin and be made at or upon next ensuing the date of these presents. *Provided* always, nevertheless, and it is the true intent and meaning of these presents, and of the parties hereunto, that if it shall happen that the said yearly rent of hereby reserved, or any part thereof, be behind or unpaid, by the space of days next over or after either of the said days, whereon the same ought to be paid as aforesaid (the same being first lawfully demanded) that then and from thenceforth it shall and may be lawful to and for the said A. B.

his

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his executors, administrators or assigns, into and upon the said demised premises, and every or any part or parcel thereof, with the appurtenances, in the name of the whole, to enter, and the same to have again, re-possess and enjoy, as in his or their first and former estate and estates, and him, the said C. D. his executors, administrators or assigns, and all and every other the occupiers or possessors of the said demised premises, from thence utterly to expel, remove, and put out; any thing in these presents contained to the contrary thereof in any wise notwithstanding. And the said C. D. for himself, his heirs, executors and administrators, doth covenant, grant & agree to and with the said A. B. his heirs & assigns [*But thus, his executors, administrators and assigns, in case the lessor has only a temporary estate in what is leased*] that he, the said C. D. his executors, administrators or assigns, shall well and truly pay or cause to be paid unto the said C. D. his heirs or assigns [*or executors, &c. as in the above observation*] the aforesaid yearly rent of _____ at the days and times and in such manner and form as herein before is limited and appointed for the payment thereof, according to the true intent and meaning of these presents: And that he the said C. D. his executors, administrators or assigns shall and will on or before the _____ day of _____ next ensuing the date hereof, at his or their own proper costs and charges in all things, make, erect, set up and finish, or cause or procure to be made, erected set up and finished, upon the said piece or parcel of ground herein before mentioned and demised, one good and substantial house of brick, of three stories high, besides the garrets, the lower story whereof to be ten feet high at the least, the next story over that to be likewise ten feet high at the least, the third story to be eight feet high at least, & the garrets to be six feet high at the least; and shall and will make, or cause to be made to every room thereof (the garrets excepted) two handsome sash-windows of good carpenter's or joiner's work, each of them six feet high, and four feet broad at the least, and shall and will well and sufficiently sash and glaze the same with good crown glass, and shall and will ceil all the floors over head with lime and hair, without any loam, and make convenient dormer-windows to all the garrets, and tile over all the said building with _____ tiles, and lay the tiles with lime and sand; and shall and will make convenient doors, with hooks, hinges, locks and keys to all the rooms of the said building, and floor with inch boards all the floors, and nail them with eight penny nails; and make convenient chimnies with brick, lime and sand, and free stone hearths, and one convenient cellar throughout all the said building, to be paved with brick, and a vault of brick for a privy; and shall pave with stone the street on both sides the said building. And that he the said C. D. his executors, administrators or assigns, shall and will from time to time, and at all times during the said term of _____ years, well and sufficiently repair, uphold, support, maintain, sustain, amend, and keep the said building and tenement so erected and finished, in, by and with all manner of needful and necessary reparations whatsoever; and the same being in and by all things so well and sufficiently repaired, upheld and kept in good and sufficient repair, shall and will, at the end or other sooner determination of the said term of _____ hereby granted, peaceably and quietly leave, surrender and yield up unto the said A. B. his heirs or assigns [*or executors, &c. as observed before*] together with all and every the doors, window shutters, locks, keys, bolts, staples, latches, hooks, hinges, waincots, cisterns, pipes, pumps, conduits, dressers, tables, shelves, hearths, grates, stoves, chimnies, chimney-pieces, sashes and glasses, of and belonging to the same. And the said C. D. doth hereby further covenant, grant and agree, that neither he the said C. D. his

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executors

executors or administrators, nor any other person or persons, on his or their account, shall or will, at any time during the said term hereby granted, sell or retail any beer, ale or other liquors whatsoever, nor keep any victualling or other such public house of entertainment, within the said building or tenement so to be erected as aforesaid, nor use, permit or suffer the trade of a tallow chandler, or other such like offensive trade to be carried on therein, without the licence of the said A. B. his heirs or assigns [or executors, &c. as above] first had and obtained in writing. Provided also nevertheless, and it is further covenanted and agreed by and between the said parties to these presents that if the said C. D. his, &c. do not before the day of aforesaid, at his and their own costs and charges, make, erect, set up and finish the said house, building or tenement, in all things as the said C. D. hath before covenanted & agreed to do, that then and from thenceforth this present lease or demise, and every thing therein contained, shall cease, be void and of no effect; & the estate hereby granted to the said C. D. his executors, administrators and assigns, shall cease and determine to all intents, constructions and purposes whatsoever; any thing herein contained to the contrary thereof in any wise notwithstanding. And the said A. B. doth for himself, his heirs, executors and administrators covenant, grant and agree to and with the said C. D. his executors, administrators and assigns, that he the said C. D. his executors, administrators and assigns, paying the rent and performing all and singular the covenants and agreement before, in and by these presents comprised, reserved and contained, on his or their part and behalf, to be paid, done, performed and kept, shall and may lawfully peaceably and quietly have, hold, occupy, possess and enjoy the said piece or parcel of ground herein before granted and demised, together with the said house, building or tenement, to be thereon erected and built, as aforesaid, with the appurtenances, for and during the said term hereinafter granted, without any lawful let, suit trouble, molestation, eviction, expulsion or interruption of or by him the said A. B. his heirs or assigns [or executors, &c. as before] or by any other person or persons whomsoever, lawfully claiming or to claim, by, from, or under him, them or any of them, or by or with any of their privy, assent, consent or procurement. [In case the lessor holds the premises on lease, then add the following clause viz.] And that well and sufficiently served heretofore and kept indemnified of and from the rent and covenants reserved and contained in the original indenture of lease, under which the said A. B. holds the said demised premises for a longer term than is hereby given.

In witness, &c.

A Lease of a House with Goods therein.

THIS indenture made this day of between A. B. of of the one part and C. D. of the other part, witnesseth, that the said A. B. for and in consideration of the rent, covenants and agreements hereafter in and by these presents mentioned, reserved and contained, on the part and behalf of the said C. D. his executors, administrators and assigns, to be paid, observed, done and performed, hath granted, demised, leased, set and to farm let, and by these presents, doth grant lease, set and to farm let unto the said C. D. his executors, administrators and assigns, all that brick house, messuage or tenement, with all and singular its appurtenances, situate, standing and being in a certain street or place, called or commonly known by the name of in the city of [or, in the county of] containing in depth on the north side &c. (Here describe the bounds according to the measure

messuage, thereof) *betting east upon* *except* *storehouse*; *west upon a messuage*
 or tenement now or late in the tenure or occupation of *north upon* and
fourth upon together with all and singular the appurtenances whatsoever to
 the said brick house, messuage, or tenement, and premises belonging or in any
 wise appertaining, and therewith heretofore held, used, occupied and enjoyed by
 late occupier thereof. (*If furniture be let with the house, then proceed*
thus viz. together also with the goods, household stuff and furniture, in the
 schedule or inventory hereto annexed, *if it be tacked to the back part of the*
lease; but if to the fore part thereof, which is most usual, then say prefixed)
To have and to hold, the said brick house, messuage, or tenement, and all and
 singular other the premises herein before granted and demised, or mentioned or
 intended to be, with the appurtenances, unto the said C. D. his executors,
 administrators and assigns, from the day of *next* ensuing the day
 of the date of these presents, for and during, and until the full end and
 term of *from thence* next ensuing and fully to be complete and ended;
yielding and paying therefor, yearly and every year, during the said term unto
 the said A. B. his executors, administrators or assigns [*In case the lessor hath not an*
inheritance in the premises, then instead of executors, &c. write his heirs or
assigns] the yearly rent of *of lawful money of* on the day of *in every*
 year, by even and equal portions. The first payment thereof to begin and to
 be made, &c. next ensuing the date of these presents. *Provided always* nevertheless,
 and it is the true intent and meaning of these presents, and of the said parties
 hereunto, that if it shall happen that the said yearly rent of *hereby*
 reserved, or any part thereof, be behind and unpaid by the space of *next*
 over or after any of the said days, whereon the same ought to be paid, as afore-
 said, (the same being first lawfully demanded) that then and from thenceforth,
 it shall and may be lawful to and for the said A. B. his, &c. into and upon the
 said demised premises, and every or any part or parcel thereof, with their appur-
 tenances, in the name of the whole, to re-enter, and the same to have again,
 repossess and enjoy, as in his, or their first or former estate or estates; and him,
 the said C. D. his executors, administrators and assigns, and all and every other
 the occupier or occupiers of the said demised premises, from thence utterly to
 expel, remove and put out; any thing in these presents contained to the contrary
 thereof in any wise notwithstanding. *And the said C. D. &c. [Here insert a*
covenant for payment of rent, as in the preceding lease,]. And that the said C.
D. his executors, administrators and assigns, shall and will from time to time,
and at all times hereafter, during the said term of *herein before granted,*
 at his and their own proper costs and charges, well and sufficiently keep in repair
 the said demised premises, with their and every of their appurtenances, and also
 the glass windows, pavements, privies, sinks, and gutters, belonging to the
 same, in, by, and with all manner of needful and necessary reparations and amend-
 ments whatsoever, when and as often as the same shall require (damages by fire
 only excepted) and the same premises with all and singular their appurtenances,
 being in, and by, all things so well and sufficiently repaired and kept, (except as
 before excepted) at the end, expiration or other sooner determination of the said
 term of *hereby granted*, shall and will quietly and peaceably leave, sur-
 render and yield up unto the said A. B. his &c. together with the said goods,
 household stuff and furniture, the use whereof is herein before granted, as afore-
 said [*If any such there be*] particularly comprized, expressed and mentioned in
 the said schedule or inventory hereunto prefixed [*but annexed, if the schedule be*
to be fixed to the back part of the lease] in good and sufficient repair and condition

(reasonable)

(reasonable use and wearing thereof, and damage by fire as aforesaid, only excepted :) that he the said C. D. his executors, administrators and assigns, shall and will from time to time, and at all times hereafter, during the said term hereby granted, pay and discharge all taxes, charges and impositions which shall be taxed, charged, imposed or assessed upon the said messuage or tenement or premises, or any part thereof. And the said A. B. for himself, &c. [*Here insert covenant for a quiet enjoyment, as penned in the former lease.*]

In witness, &c.

The Form of a Schedule to be prefixed to the last Lease.

THE schedule or inventory to which the indenture of demise hereto annexed refers :

First, In the parlor, one table, &c.

In the dining room, up one flight of stairs, &c.

In the best chamber, up two flights of stairs, &c.

In, &c. [*Thus go on particularly through all the rest of the premises*]

A Lease of Lands from two to one.

THIS indenture, made between A. B. of and C. D. of of the one part, and E. F. of the other part, *witnessth*, that the said A. B. and C. D. for and in consideration of the rent, covenants and agreements herein after mentioned, reserved and contained on the part and behalf of the said C. D. his executors, administrators and assigns, to be paid, done and performed, have, and each of them hath granted, demised, leased, set and to farm let, and by these presents do, and each of them doth grant, demise, lease, set and to farm let unto the said E. F. his executors, administrators and assigns, all that piece or parcel of land situate, lying and being in (*Here particularly describe the premises*) with all and singular the appurtenances thereunto belonging (except and always excepted out of this present demise, or lease, all timber trees standing or growing in or upon the said demised premises, or any part thereof, and also the ways through the same to the other lands, at present belonging or appertaining to the said A. B. and C. D. or either of them :) *To have and to hold* all and singular the said demised premises, with their and every of their appurtenances (except as is before excepted) unto the said E. F. his executors, administrators and assigns, from the day of for and during, and unto the full end and term of one and twenty years from thence next ensuing, and fully to be complete and ended; *yielding, &c.* (*Here insert the rent reserved, and the days of payment, according to the method prescribed in the two former leases.*) *Provided* always, nevertheless, &c. (*Here insert as in the other leases, the proviso for re-entry on non-payment of rent, and likewise the covenant for payment.*) And also that the said E. F. his executors, &c. shall and will from time to time, and at all times during the said term hereby granted, at his and their own proper costs and charges, the said demised premises well and sufficiently repair, maintain and keep; and at the end, or other sooner determination of this present demise or lease unto the said A. B. and C. D. or the one of them, their or the one of their heirs or assigns (*If the lessors have only a temporary estate in the premises, then say, executors &c. as directed in the first lease*) the said demised premises and every part and parcel thereof, shall and will leave, surrender and yield up: And that he the said E. F. his executors, administrators and assigns, shall and will permit and suffer the said A. B. and C. D. or the one of them

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them, or the one of their agents, heirs or assigns (*Or executors, &c. as above observed*) from time to time, and at all times during the said term hereby granted, to enter upon and view the state and condition of the said demised premises. And the said A. B. and C. D. for themselves, and either of them, their, and either of their heirs, executors and administrators, &c. [*Here insert the covenant for quiet enjoyment as in the preceding lease.*]

A Lease in common Use for Houses and Lots in Towns and Cities.

THIS Indenture, made the _____ day of _____ in the year of our Lord one thousand eight hundred, between A. B. of the first part, and C. D. of the second part, witnesseth, That the said party of the first part, for and in consideration of the yearly rent, covenants and conditions, herein after contained, on the part of the said party of the second part, his executors, administrators and assigns, to be paid, kept and performed, hath granted, bargained, leased and to farm, let, and by these presents, doth grant, bargain, lease and to farm let unto the said party of the second part, and to his executors, administrators and assigns, all that certain dwelling house and lot of ground, situate, lying and being in the village of Troy, in the county of Rensselaer, and state of New-York, bounded as follows: on the east by Ferry-street, on the south by the dwelling house and lot of ground of E. F. on the west by Mill-street, and on the north by the house and lot of ground of G. H. *To have and to hold* the said premises with all and singular the privileges and appurtenances thereunto belonging, unto the said party of the second part, his executors, administrators and assigns, for and during and until the full end and term of ten years, from the day of the date of these presents, fully to be complete and ended; yielding and paying therefor, quarter yearly, during the continuance of this lease, unto the said party of the first part his heirs and assigns, the rent of fifteen dollars, on the twenty-first day of July, a like sum of fifteen dollars on the twenty-first day of October, a like sum of fifteen dollars on the twenty-first day of January, and a like sum of fifteen dollars on the twenty-first day of April, and a like sum of fifteen dollars on each and every of the said days in each and every year during the continuance of this lease. And the said party of the second part, for himself, his executors, administrators and assigns, doth covenant, grant and agree, to and with the said party of the first part, his heirs and assigns, that he the said party of the second part, his executors, administrators and assigns, will from time to time, well and truly pay, or cause to be paid, unto the said party of the first part, his heirs or assigns, the rent above reserved, at the days and times and in manner aforesaid [*Here insert a clause of payment of taxes and assessments if the tenant is to pay the same; and also, such other special matters as the parties may agree on, to wit, keeping the premises in good repair, erecting dwelling houses, outhouses, &c.*] And the said party of the first part, for himself, his heirs and assigns, doth hereby covenant and agree, to and with the said party of the second part, his executors, administrators and assigns, that they and each of them, paying the rent aforesaid, and performing, fulfilling and keeping, all and singular the covenants, conditions and agreements herein contained, on his and their and each of their parts, to be performed, fulfilled and kept, shall and may lawfully, peaceably and quietly have, hold, possess, occupy and enjoy the premises hereby conveyed, and every part thereof, with the appurtenances unto the said party of the second part, his executors, administrators and assigns, without any suit, trouble, eviction, hindrance, interruption or disturbance, of, by or from the said party of the first

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first part, or of, by or from any person or persons whomsoever, for and during the said term of ten years, fully to be complete and ended; and that he the said party of the first part, and his heirs, shall and will warrant and defend the said premises to the said party of the second part, his executors, administrators and assigns, against every person or persons lawfully claiming the same. [*Here inserts a clause of re-entry, if such shall be the agreement of the parties.*] In witness, &c.

A Lease for a Term of Years.

THIS Indenture, made the _____ day of _____ in the year of our Lord one thousand eight hundred _____ between A, B, of, &c. of the first part, and C, D, of, &c. of the second part, witnesseth, That the said party of the first part, for and in consideration of the yearly rents, covenants and agreements herein after reserved and contained, on the part and behalf of the said party of the second part, his executors, administrators and assigns, to be paid, observed and performed, doth demise, granted and to farm let; and by these presents, doth demise, grant and to farm let, unto the said party of the second part, his executors, administrators and assigns, all that certain farm, piece or parcel of land, situate, lying and being &c. Together with all and singular the benefits, liberties, privileges and appurtenances to the said premises belonging: To have and to hold the said demised premises with the appurtenances, unto the said party of the second part, his executors, administrators and assigns, from the day of &c. for, and during and until the full end and term of twenty-one years, thence next ensuing, and fully to be complete and ended: Yielding and paying therefor, yearly and every year, during the said term, unto the said party of the first part, his heirs or assigns, the yearly rent or sum of _____ of lawful &c. on the _____ day of _____ in each & every year, free and clear of all rates, taxes, charges, assessments, impositions and payments whatsoever, which may hereafter be taxed, charged, assessed, or imposed on the premises according to law; and the said party of the second part, for himself, his heirs, executors, administrators and assigns, doth covenant, promise and agree to & with the said party of the first part, his heirs and assigns, by these presents, in manner and form following, that is to say, that the said party of the second part, his executors, administrators and assigns, or some of them, shall and will from time to time and at all times hereafter during the said term well and truly pay to the said party of the first part, his heirs, &c. the said yearly rent or sum of, &c. of lawful money, &c. at the days and times and at the place herein before appointed for payment of the same, without making any deduction or abatement thereout, for or in respect of any rates, taxes, charges, assessments, and impositions whatsoever which may hereafter, during the said term, be taxed, charged, assessed or imposed upon the said demised premises, or any part thereof by virtue of any legal authority whatsoever; all which rates, taxes, charges, assessments and impositions, the said party of the second part, his heirs, &c. shall and will pay and discharge and therefrom acquit, save harmless and keep indemnified the said party of the first part, his heirs, &c. and the said premises; and that the said party of the second part, his executors &c. shall and will from time to time, and at all times hereafter during said term, at his and their own proper costs and charges maintain, keep and preserve the said hereby demised premises with all and singular the appurtenances, in good, reasonable, and sufficient repair; AND the same premises with the appurtenances, so being well and sufficiently preserved, kept and repaired, in as good plight

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plight and condition as the same now are, ordinary decay and inevitable accident excepted, at the end of the said term, or other sooner determination of this present lease, which shall first happen, shall and will peaceably and quietly leave, surrender and yield up unto the said party of the first part, his heirs or assigns. AND ALSO that the said party of the second part, his executors, administrators and assigns, will not at any time during the said term, assign or set over this present indenture of lease, or leases, set or let the said premise hereby demised, or any part thereof for all, or any part of the term hereby granted to any person or persons whomsoever; nor shall, nor will make or do, any addition, diminution or alteration what soever in or about the messuage or tenement and premises hereby demised, without the permission and consent of the said party of the first part, his heirs or assigns, for all and singular the aforesaid purposes in writing first had and obtained. PROVIDED ALWAYS and these presents are upon this condition, that if it shall happen that the said yearly rent or sum of, &c. hereby reserved, or any part thereof shall be behind and unpaid by the space of _____ days, next after any of the said days of payment, whereon the same ought to be paid as aforesaid, (being lawfully demanded;) or if the said party of the second part, his executors, &c. or any of them shall lease, assign over, or otherwise transfer this indenture or the premises hereby leased, or any part thereof, to any person or persons whomsoever, without the consent of the said party of the first part, his heirs or assigns, for that purpose, as aforesaid, first had and obtained; or if the said party of the second part, his executors, &c. shall not, at all reasonable times, during the said term hereby granted, suffer and permit the said party of the first part, his heirs and assigns to enter upon, and into the said messuage and premises hereby demised, or any part thereof, there to view and examine the state and condition of the reparations thereof, or shall neglect or refuse for the space of one month after notice in writing for that purpose to him or them, or any of them, by the said party of the first part, his heirs or assigns, to make all such needful and reasonable repairs, in and upon the said messuage and premises, as may be mentioned and specified in the said notice or notices; or if the said party of the second part, his executors, &c. shall not well and truly observe, keep and perform all and singular the covenants and agreements in these presents contained, on his and their parts to be observed, kept and performed according to the true intent and meaning thereof, THEN, and from thenceforth, in either of the said cases it shall and may be lawful for the said party of the first part, his heirs and assigns, into the said demised premises, or any part thereof in the name of the whole, to re-enter and the same to have again, retain, re-possess and enjoy as in his and their first and former estate, and the said party of the second part, his executors, &c. and all others, tenants or occupiers of the said premises hereby demised, or any part thereof, thereout and therefrom utterly to expel, put out and remove; and from and after such re-entry made, this Lease and every clause and article herein contained on the part of the said party of the first part from thenceforth to be done and performed shall cease, determine and be absolutely void to all intents and purposes, any thing herein contained to the contrary notwithstanding. AND the said party of the first part, for himself, his heirs and assigns, doth hereby covenant and agree to and with the said party of the second part, his executors, &c. as follows, to wit, that the said party of the second part, his executors, &c. paying the said yearly rent hereby reserved in manner and form aforesaid, and observing, keeping and performing all and singular the covenants and agreements herein before mentioned and contained, on his and their parts to be kept and

performed,

performed, shall and may peaceably and quietly have, hold, occupy, possess and enjoy the said hereby demised premises with the appurtenances, for and during the said term of twenty-one years hereby granted, without any lawful let, suit hindrance or molestation of the said party of the first part, his heirs or assigns, or any other person or persons claiming or to claim by, from or under him or them or any of them, or of any other person or persons having or lawfully claiming any right in the said premises.

In witness whereof, the parties hereunto have interchangeably set their hands and seals, the day and year first above written.

Sealed and delivered.

In the presence of

A Lease for Three Lives.

THIS Indenture made the day of in the year of our Lord one thousand eight hundred, between A. B. of the first part and C. D. of the second part, *witneseth* that the said party of the first part for and in consideration of the yearly rents and covenants herein after mentioned and contained on the part and behalf of the said party of the second part, his executors, administrators and assigns; to be paid, kept, done and performed, hath demised, granted and to farm let, and by these presents doth demise, grant and to farm let unto the said party of the second part, his executors, administrators and assigns, all that certain lot of land situate, lying and being in the county of Rensselaer within the limits and bounds of a certain tract of land, &c. *To have and to hold* the said piece or parcel of land with the appurtenances, excepting and reserving out of the premises hereby granted, all streams fit for mills and a sufficient quantity of land for building mills and dams, abating at the rate of one bushel of the said rent for every four acres used for either of the said purposes, unto the said party of the second part, his executors, administrators and assigns from the day of the date hereof for and during the natural lives of the said party of the second part, and of E. F. and G. H. of the town of Troy carpenters, and for and during the natural life of the longest liver of them, so always as that the said term shall endure at the least thirty one years. Yielding and paying unto the said party of the first part, his heirs and assigns yearly and every year during the term aforesaid, at such place in the county of Rensselaer as the said party of the first part, his heirs or assigns shall for that purpose from time to time appoint, the rent of sixty bushels of good merchantable winter wheat on the day of in every year. The first payment to be made on the day of in the year of our Lord one thousand eight hundred and four: And the said party of the second part, for himself, his executors, administrators and assigns doth by these presents covenant, grant and agree to and with the said party of the first part, his heirs and assigns, in manner following, to wit, that he the said party of the second part, his executors, administrators or assigns shall and will settle on the premises within one year from the day of the date of these presents, and shall and will within the space of four years, to be computed from the day of the date of these presents, plant 100 apple trees on the said premises hereby described on some convenient part thereof, in straight lines crossing each other at right angles at the distance of thirty feet from each other, and as often as any of the said trees shall die or decay or be destroyed during the term aforesaid, shall and will plant other trees in the place or stead of those which shall die, decay or be destroyed, and the same trees shall maintain and keep in good and sufficient order, and that if default shall at any time during the said term be made,

made in planting the said apple trees or any of them or in replacing such as shall decay or be destroyed in manner and form herein before provided, that then and in such case the said party of the second part, his executors, administrators or assigns shall and will pay to the said party of the first part, his heirs or assigns within one year after such default shall be made, the sum of two dollars for every apple tree so deficient; and also that the said party of the second part, his executors, administrators and assigns shall and will from time to time during the term aforesaid, retain, keep and set apart twenty acres of the said land for wood, and shall not or will not cut or destroy or permit any person or persons whatsoever to cut or destroy any part of the timber and wood growing thereon, excepting only for making or repairing the buildings to be erected on the said piece or parcel of land, and for necessary fencing & fuel for a dwelling house on the same; and that the said party of the second part, his executors, administrators and assigns shall and will pay all ordinary or extraordinary taxes, assessed or imposed on the said land, and shall and will at the expiration of the said term peaceably & quietly give and yield up the possession of the said piece or parcel of land with the said buildings and fences which now are or hereafter may be erected thereon, in good repair, to the said party of the first part or his heirs or assigns: Provided always and these presents are upon condition nevertheless, that if the said yearly rent of sixty bushels of good merchantable winter wheat or any part thereof shall be behind & unpaid by the space of six months after any of the days hereby limited for payment thereof, or if the said party of the second part, his executors, administrators or assigns shall neglect or refuse to perform any of the covenants contained in these presents, that then and from thenceforth it shall & may be lawful to and for the said parties of the first part, their heirs or assigns, into the said piece or parcel of land hereby demised to re-enter, and the same and every part thereof to have again, repossess and enjoy, as in their first and former estate, any thing herein contained to the contrary thereof notwithstanding: And provided further, that if the said party of the second part; and E. F. and G. H. or any of them shall not reside on the lands hereby demised, and none of them can at the expiration of the said thirty-one years, after reasonable search and enquiry be found, that then and in every such case and after the expiration of one year from the date of a notice to be given in writing by the said party of the first part, his heirs or assigns, to the tenant of the said lands hereby demised, that such search & enquiry has been made without effect, it shall and may be lawful to and for the said party of the first part; his heirs or assigns into the said piece or parcel of land or into part thereof, in the name of the whole, to re-enter and the same to have again as his first & former estate; unless one of the said persons shall be produced before one of the judges of the court of common pleas of any county in the state of New-York, or proof made by the affidavit of two or more credible witnesses before any one of the said judges; that one of the said persons is in full life. & unless the said party of the first part, his heirs or assigns shall receive a certificate of such production or proof and a note of the place of residence of such person before the expiration of the said year signed by the said judge. And the said party of the first part, for himself, his heirs and assigns, doth hereby covenant, promise and agree to and with the said party of the second part; his executors, administrators & assigns, that he the said party of the second part, his executors, administrators and assigns paying the rents & performing the covenants herein before mentioned, he and they shall and may peaceably have, hold and enjoy the said premises for and during the term aforesaid, without any interruption or molestation of the

said party of the first part, his heirs or any other persons or persons whomsoever claiming or to claim, by, from or under him or them, or any of them. *In witness* whereof the parties to these presents have hereunto interchangeably set their hands and seals, the day and year first above written. *Sealed, &c.*

A Lease in Perpetuity.

THIS Indenture, made the day of in the year of our Lord one thousand eight hundred, between A. B. of the first part, and C. D. of the second part, witnesseth, That the said party of the first part, for and in consideration of the yearly rents, covenants and conditions herein after contained, on the part of the said party of the second part, his heirs, executors, administrators and assigns, to be paid, kept and performed, hath demised, leased and to farm let, and by these presents, doth demise, lease and to farm let, unto the said party of the second part, and to his heirs, executors, administrators and assigns, all that certain farm, piece or parcel of land, situate, lying and being in the town of Bern, in the said county of Albany, on the west side of the river Hudson; which said premises hereby granted, contain, &c. be the same more or less, butted and bounded as follows, &c. *To have and to hold* the said farm, piece or parcel of land, with the appurtenances, unto the said party of the second part, his heirs, executors, administrators and assigns, forever; *Yielding and paying* therefor unto the said party of the first part, his heirs or assigns, for and during the term of seven years, to be computed from the date of these presents the annual rent of one pepper corn; and yearly and every year thereafter forever, unto the said party of the first part, his heirs or assigns, the yearly rent of fifty bushels of good and merchantable winter wheat, at the mansion house of the said party of the first part, situate in the city of Albany, in and upon the day of in each year: And the said party of the second part, for himself, his heirs, executors, administrators & assigns, doth covenant, grant and agree, to and with the said party of the first part, his heirs and assigns, that he the said party of the second part, his heirs, executors, administrators and assigns, will from time to time, well and truly pay or cause to be paid unto the said party of the first part, his heirs or assigns, the yearly rents above reserved, at the days and times and in manner aforesaid: And will also well and truly discharge and pay all taxes, charges and assessments, ordinary & extraordinary, taxed, charged or assessed, and which may be hereafter, at any time taxed, charged or assessed, to or upon the said hereby granted premises, or upon any part or parcel thereof, or upon the said party of the first part, his heirs, executors, administrators or assigns, for or in respect of the said premises, or any part thereof, by an act of the Congress of the United States or of the Legislature of this state, or by county rates, or otherwise howsoever, and indemnify the said party of the first part, his heirs, executors, administrators & assigns, of, from and against any damages, costs and charges which he or they or any of them may sustain or be put to, by reason of any neglect in the due and punctual discharge and payment of the said taxes, charges and assessments, or any part of them: [*If there be any reservation of streams of water, mines or minerals and lands for the use thereof, here insert such clause, and that* bushels of the said rent is to be abated for every acre of land so taken, &c.] And the said party of the first part, for himself, his heirs and assigns, doth hereby covenant & agree, to and with the said party of the second part, his heirs, executors, administrators and assigns, that he and they and each of them, paying the rent aforesaid, and performing, fulfilling and keeping all

and singular the covenants, conditions and agreements herein contained, on his and their and each of their parts, to be performed fulfilled and kept, shall and may lawfully, peaceably and quietly have, hold, possess, occupy and enjoy the premises hereby conveyed, and every part thereof, with the appurtenances, unto the said party of the second part his heirs, executors, administrators and assigns, without any suit, trouble, eviction, hindrance, interruption or disturbance, of, by or from the said party of the first part, or of, by or from any person or persons whomsoever, lawfully claiming or to claim by, from or under him the said party of the first part; and that he the said party of the first part, and his heirs shall and will hereby warrant and for ever defend the said premises to the said party of the second part, his heirs, executors, administrators and assigns, against any person or persons lawfully claiming the same. *Provided always*, nevertheless, That if it shall so happen that the rent above reserved or any part thereof shall be behind and unpaid, by and for the space of thirty days next after any of the days of payment, that then and in every such case, it shall and may be lawful to and for the said party of the first part, his heirs and assigns, or any of them, at the option of the said party of the first part, his heirs and assigns, either to prosecute for the recovery of the same in some court of record; or in person, or by his or their servant or servants, bailiff or bailiffs, into the whole, or any part of the premises to enter, and there to distrain, and the distress so taken, to lead, drive and carry away, and the same to expose to sale at public vendue; and out of the monies therefrom arising to deduct the rent then due and in arrear, together with the costs of distress and sale—and to return the overplus (if any there be) unto the said party of the second part, his heirs, executors, administrators or assigns: *And provided further*, and these presents, and every thing herein contained, are upon this express condition, That if it shall at any time happen that no sufficient distress can be found upon the premises, to satisfy such rent due and in arrear as aforesaid, or if any or either of the covenants or conditions herein before contained on the part of the said party of the second part, his heirs, executors, administrators and assigns, to be performed, fulfilled and kept, shall not be performed, fulfilled and kept, or shall be broken—then, and in each and every such case, and from thenceforth and at all times thereafter, it shall be lawful to and for the said party of the first part, his heirs and assigns, or any of them, into the whole of the hereby demised premises, and into every or any part thereof, in the name of the whole to re-enter, and the same as his and their former estate to have again, re-possess and enjoy; and the said party of the second part, his heirs, executors, administrators and assigns, and all others, thereout, and from thence utterly to expel, put out and amove; this indenture, or any thing herein contained, to the contrary thereof in any wise notwithstanding. In witness whereof, the parties hereunto their hands and seals have interchangeably subscribed and set, the day and year first above written,

Scaled, &c.

[This lease will answer for a term of years by omitting the word heirs after the party of the second part, and by substituting the number of years the lease is to endure for the words for ever.—As leases given for new land often contain a clause allowing the lessee from three to seven years rent free, that clause is here inserted. —The form of the two preceding leases are much approved of and in general use in this state.]

The Form of a Lease from a Person authorised by letter of Attorney.
THIS Indenture, made between A. B. of and C. D. of
of the one part (*A. B. is the proprietor of the land, and C. D. is the*
attorney appointed) and E. F. of the other part. Whereas the said A. B. by
a certain writing or letter of attorney under his hand and seal duly executed,
dated the day of amongst other things therein contained, did
authorise the said C. D. in the name of him the said A. B. and on his behalf,
to execute leases of such part of his lands, tenements and hereditaments in
as by the said C. D. should be thought fit to be leased: Now this indenture wit-
nesseth, That for and in consideration of the rent, covenants and agreements
herein after mentioned, reserved and contained, on the part and behalf of the
said E. F. to be paid, done and performed, he the said A. B. by his said
attorney C. D. hath granted, demised, &c. (*Here go on as in the precedents*
before laid down for other leases, until the lessor comes to covenant, and then
begin thus.) And the said A. B. by his said attorney, for himself, &c.
(*Here insert a covenant for quiet enjoyment.*)

In witness, &c.

OF LETTERS and WARRANTS of ATTORNEY.

A LETTER of attorney is an authority given by one person to another to
transact something in his name; as to receive money, &c. and a warrant
of attorney is of the same nature, though generally applied to proceedings at
law.

These instruments commit the whole power of the makers thereof to the at-
torney, to accomplish the act intended to be performed. Letters of attorney
are sometimes revocable, and sometimes not. They are irrevocable, when
debts &c. are absolutely assigned to another, and on that account, the word
irrevocable is commonly inserted. When revocable they usually carry only a
bare authority along with them.

If the attorney exceeds the bounds of the authority granted, as in the case
where he is empowered to deliver livery and seisin of land in such a particular
part, and he does it in another, this shall render the whole act void; for au-
thorities of this kind receive a very strict interpretation as to the conduct of a-
gents. See 2 *Barne's Notes*, C. B. 44.

If a warrant of attorney be to enter judgment of a particular term ex-
pressed, and the attorney enters it of another term that is void. *Mod.*
Rep. 1.

If a person gives a warrant of attorney, to confess judgment, and dies before
it is confessed, the warrant becomes countermanded. *Ventr.* 310. *Salk.* 87.
Andr. 53. 2 *Str.* 1081. 10 *Mod.* 45. So if a female gives a warrant to confess
judgment, and marries before it is entered, this is likewise a countermand.
Salk. 399. See *Salk.* 177. *Fer.* 53. *Show.* 91.

If a warrant of attorney to confess Judgment be above a year old, you must
not enter it up without leave of the court;—which will be granted upon a moti-
on by counsel, on producing a warrant of attorney, and an affidavit, that the debt
or some part of it, is still due: and that the defendant is alive, 2 *Show. Rep.* 252.
Barne's Notes C. B. 189, *Com.* 226. *Anon.* 6 *Mod.* 212. See *Lord Raym.* 850.

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Str. 639. 2. Stra. 718. For the affidavit, see head *Affidavit*.

If the warrant of attorney is above ten years standing the motion on the above affidavit must be made in court, if above twenty years standing there must be a rule of court on defendant to shew cause why the judgment on the warrant of attorney shall not be continued.

No warrant of attorney is of any force unless it is on a separate piece of paper from the contract, or if given while the defendant is in custody of any officer, unless there is an attorney present to inform him of the nature of it. But the law does not extend to defendants in custody on executions.

Note. If a letter of attorney be going into a different jurisdiction, it should be acknowledged before a magistrate, if into a foreign country, then it is safer to acknowledge it before a notary public.

A general letter of Attorney.

KNOW all men by these presents, that I, A. B. of _____ for divers good causes and considerations me hereunto moving, have made, ordained, authorised, nominated and appointed, and by these presents do make, ordain, authorise, nominate and appoint C. D. of _____ my true and lawful attorney, for me and in my name, and for my own proper use and benefit, to ask, demand, sue for, recover and receive of and from E. F. of _____ all such sum or sums of money, debts and demands whatsoever which are now due and owing unto me the said A. B. by and from the said E. F. and to have, use and take all lawful ways and means, in my name or otherwise, for the recovery thereof, by attachment, arrest, distress or otherwise, and to compound and agree for the same: and acquittances or other sufficient discharges for the same, for me, and in my name, to make, seal and deliver, and to do all other lawful acts and things whatsoever concerning the premises, as fully, and in every respect, as I myself might or could do, were I personally present at the doing thereof; and attornies, one or more under him, for the purposes aforesaid, to make, and again at his pleasure to revoke ratifying and confirming, and by these presents allowing whatsoever my said attorney shall, in my name lawfully do, or cause to be done, in and about the premises, by virtue of these presents. *In witness* whereof I have hereunto set my hand and seal the _____ day of, &c.

A Letter of Attorney to receive a Legacy.

KNOW all men by these presents, that whereas A. B. late of _____ deceased, by his last will and testament in writing, bearing date, &c, last past, did give and bequeath unto me C. D. of _____ a legacy of _____ to be paid unto me on _____ and of the said will made and constituted E. F. of _____ and G. H. of _____ joint executors, as in and by the said will may appear, Now know ye, that I the said C. D. have made, ordained, constituted, and appointed J. K. of _____ my true and lawful attorney, for me, and in my name, and for my own proper use and benefit, to ask, demand and receive of and from the said E. F. and G. H. the legacy of _____ given and bequeathed unto the said C. D. by the said will of the said A. B. as aforesaid; and upon receipt thereof by, or payment thereof to my said attorney, a general release or discharge for the same to make, execute and deliver; Hereby ratifying, confirming, and allowing whatsoever my said attorney shall lawfully do in the premises. *In witness*, &c.

A Letter of Attorney to receive Rent.

KNOW all men by these presents, that I, A. B. of *have made, consti-*
 tuted & appointed and by these presents do make, constitute and appoint
 C. D. of &c. my true and lawful attorney, for me, and in my name, and for my
 own proper use and behalf, to ask, demand and receive of and from E. F. of all
 such rents & arrearage of rent, which now are, or hereafter shall grow due from the
 said E. F. out and from all that messuage or tenement, with the appurtenances
 situated and upon receipt thereof, to give proper acquittances and sufficient
 discharges thereof; And in default of payment thereof, or any part thereof to
 my said attorney, I do hereby authorise and empower him my said attorney, for
 me and in my name, into and upon the said messuages and premises to enter and
 distrain; and the distress and distresses there found and taken to dispose of ac-
 cording to law, for the speedy recovering and obtaining my said rent and ar-
 rears of rent; or otherwise to proceed by action of debt for the recovery there-
 of, as by him my said attorney shall be thought fit: Hereby ratifying, &c.

A Letter of Attorney to make a Distress.

KNOW all men by these presents, that I A. B. of *have made, consti-*
 tuted and appointed, and by these presents do make constitute and appoint
 C. D. of my true and lawful attorney, for me, and in my name, to take any
 person or persons to his assistance, to enter into and upon all those my lands, at
 now in the occupation of E. F. or his assigns, as tenants thereof, and there,
 for me, in my name, to make a distress of all such cattle, horses, corn, hay, goods
 and chattels as are, or shall be found in or upon the premises, for one half year's
 rent due to me, out of and for the premises at last: And after the said
 goods are so distrained, if the said E. F. doth not within the time limited by the
 statute in that case made and provided, replevy the same, or pay the said rent,
 then and in such case, I do hereby authorise my said attorney to cause the said
 cattle to be appraised; and according to such appraisalment to make
 sale thereof to such person or persons as will buy or purchase the same; and
 the money arising by such sale to dispose of, in such manner as by the said
 statute is directed. And for whatsoever my said attorney shall lawfully do in
 or about the premises, these presents shall be to him a sufficient warrant. *In*
witness, &c.

An irrevocable Letter of Attorney to receive Annuities.

KNOW all men by these presents, that whereas A. B. of *being possess-*
 ed of and entitled unto two several annuities of a year each, by vir-
 tue of the several exchequer orders, bearing date the numbers of which
 orders are and made in pursuance of an act passed &c. entitled an act, &c.
 and to be paid by four quarterly payments, for and during the term of ninety-
 nine years, commencing, &c. as therein mentioned: He the said A. B. being so
 possessed as aforesaid, in and by one indenture bearing date, &c. made between
 the said A. B. of the one part, and C. D. of &c. and E. F. of &c. of the other
 part, hath assigned and transferred the said two several annuities, and the tallies
 and orders made out thereupon, and all his estate and interest therein, unto the
 said C. D. and E. F. to hold to them, their executors, administrators and assigns,
 to, for, and upon the several trusts therein mentioned; and amongst other things,
 in trust to permit and suffer the said A. B. and his assigns to receive & take one

of the said annuities of _____ a year, for and during the term of his natural life ; as in and by the said indenture may more fully appear : *Now know* all men by these presents, that we the said C. D. and E. F. in pursuance and part performance of the trust in us reposed by the said in part recited indenture, *have made*, ordained, constituted and appointed, and by these presents *do make*, ordain, constitute and appoint the said A. B. our true and lawful attorney, irrevocable, in our names, but for the sole use and benefit of him the said A. B. to ask, demand and receive out of his majesty's exchequer, or of or from the lord high treasurer of *Great Britain* for the time being, the commissioners of the treasury, or such other person or persons as ought to pay the same, the said one annuity of &c. a year aforesaid, from time to time as the same shall or ought to become payable to him by virtue of the said in part recited indenture, and on receipt thereof, to give proper and sufficient acquittances and discharges for the same: hereby ratifying, confirming and allowing whatsoever our said attorney shall lawfully do or cause to be done in or about the premises, as fully and effectually as if we ourselves were personally present, and the actors and doers thereof. *In &c.*

A Letter of Attorney to let or sell Lands.

KNOW all men by these presents, that whereas I, A. B. of _____ am seised in fee of and in all that situate _____ & now or late in the possession or occupation of _____ *Now know ye*, that I the said A. B. *have made*, constituted and appointed, and by these presents *do make*, constitute and appoint C. D. of _____ my true and lawful attorney, for me and in my name, to lease, let, sell or demise the said _____ to such person or persons, and for such a term or number of years, and at and under such yearly and other rents as he shall think fit ; or otherwise to sell and dispose thereof, either for life or lives, or to sell, grant, and convey the same absolutely in fee simple, for such price or sum of money, and to such person or persons as he shall think fit and convenient : And also for me, and in my name and as my act and deed, to sign, seal, execute and deliver such deeds, conveyances, bargains, and sales, for the absolute sale and disposal thereof, or of any part thereof, with such clauses, covenants and agreements to be therein contained, as my said attorney shall think fit and expedient ; Hereby ratifying and confirming all such lease or leases, deeds, conveyances, bargains or sales, which shall at any time hereafter be sealed, delivered & executed by my said attorney, touching or concerning the premises, &c.

The conclusion of a purchase Deed, by virtue of the Power above.

IN WITNESS whereof the said C. D. for the said A. B. by virtue of a letter of attorney to him made by the said A. B. bearing date the _____ day of, &c. and recorded in the office of the Clerk of the county of &c. (*where the land lies*) the tenor whereof followeth in these words that is to say, KNOW ALL, &c. (*setting forth the whole letter of attorney at length*) hath set the hand and seal of the said A. B. to these presents, the day and year first above written.

A Letter of Attorney to deliver Seisin of Lands, &c.

KNOW all men by these presents, that I, A. E. of _____ *have made*, constituted and appointed, and by these presents *do make*, constitute and appoint C. D. of _____ and E. F. of _____ or either of them, jointly or severally, my true and lawful attorney & attorneys for me, and in my name, place & stead, to enter into, have and take full, quiet and peaceable possession and seisin of all situate _____ which in and by one indenture, bearing date _____ and made of

mentioned to be made between me the said A. B. of the one part, and G. H. of the other part, are granted, or mentioned to be granted by me unto the said G. H. his heirs and assigns, or into any parcel thereof, in the name of the whole; and after such entry so had and made, and possession and seisin so had and taken as aforesaid, to deliver quiet and peaceable possession and seisin of the said premises unto the said G. H. or to his attorney or attorneys on that behalf lawfully authorised, to be held and enjoyed according to the tenor, form and effect of the said indenture above mentioned. And whatsoever my said attorney or attorneys or either of them, shall lawfully do in the premises, I do hereby ratify, confirm and allow, as fully and effectually, as if I myself were present and did the same. *In witness &c.*

A letter of Attorney to receive seisin.

K NOW all men by these presents that I A. B. of *have made, constituted and appointed,* and by these presents *do make, constitute and appoint* C. D. of *my true and lawful attorney,* for me & in my name, and in my place and stead, to take and receive of and from E. F. of *or of and from* his attorney or attorneys in that behalf lawfully authorised, full, quiet and peaceable possession and seisin of *which in & by one indenture of bearing date &c. are granted or mentioned to be granted unto me the said A. B. and such possession & seisin thereof so had & taken, to hold and keep to the use of me, my heirs and assigns, according to the tenor and effect of the said indenture of &c. And whatsoever my said attorney shall lawfully do in the premises, I do hereby ratify, confirm and allow, as fully and effectually as if I myself were personally present and did the same. In witness, &c.*

An irrevocable Letter of Attorney to receive Money due on Bond.

K NOW all men by these presents, that I A. B. of *have made, constituted and appointed,* and by these presents *do make, constitute and appoint* C. D. of *my true and lawful attorney irrevocable,* for me and in my name, but to the sole use of him the said C. D. to ask, demand and receive of and from E. F. of *and G. H. of* the sum of *due unto me, in and by one bond or obligation, bearing date* *giving, and by these presents granting,* to my said attorney, my full power and authority, in my name place and stead, to do all and every act and acts, thing and things, device and devices in the law whatsoever, for the recovery of the said debt, as fully to all intents and purposes, as I myself might or could do: And upon receipt thereof, acquittances or other discharges. for me and in my name, to make, seal and execute: Hereby ratifying, confirming and allowing whatsoever my said attorney shall lawfully do, or cause to be done, in or about the premises. *In witness, &c.*

Letter of Attorney, from a Sailor to his Wife, to receive his wages and all other Debts.

I A. B. appoint my lawful wife, M. C. my true and lawful attorney, for *me* and in my name, and for my use, to ask, demand and receive of and from *all and every person and persons whomsoever, as well all such sum and sums of money as now are, or which shall or may at any time hereafter become due and owing to me for wages from any ship or ships to which I now do or may belong; and also all other monies now due, or to become due and owing to me by* *any other ways or means whatsoever, and upon non-payment, &c.*

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A Revocation of a Letter of Attorney.

K NOW all men by these presents, That Whereas I. A. B. of in and by my letter of attorney, bearing date did make, constitute and appoint C. D. of my attorney, for recovery of all debts and sums of money whatsoever due to me the said A. B. from E. F. of as by said letter of Attorney may appear: *Now know ye*, that I the said A. B. for that the said C. D. hath abused the authority by me in him reposed, [*Or thus, for divers good causes and considerations me hereunto moving*] have revoked, countermanded, annulled and made void, and by these presents do revoke, countermand, annul and make void, the said letter of attorney, and all power and authority thereby given or intended to be given to the said C. D. *In witness &c.*

A Warrant of Attorney to appear and plead to an Action commenced.

TO Mr. A. B. of one of the attornies of the Court of *These* are to desire and authorize you to appear for me C. D. of in the said court, at the suit of in an action of and to plead to the said action of and for your so doing, this shall be to you a sufficient warrant.
In witness, &c.

A Warrant of Attorney to confess Judgment.

TO Mr. A. B. and Mr. C. D. attornies of the Court of or to any other attorney of the same court.
These are to authorize you, either or any of you to appear for me E. F. of in the said court, this present term, or any other subsequent term, at the suit of G. H. of and confess a judgement against me unto him, in an action of debt for besides costs of suit, by *Non sum informatus, nil dicit*, or otherwise; and for your, either or any of your so doing, this shall be your warrant. *In witness, &c.*

Warrant of Attorney to confess Judgment on a Bond.

To A. B. C. D. &c. gentlemen, attornies of the supreme court of judicature of the state of New-York, (or, of the court of common pleas of as the case may be.)

THESE are to authorize you, the attornies above named or any one of you, or any other attorney of the supreme court of judicature of the state of New-York, (*or of the court of common pleas of the county*) to appear for me E. F. of in the said supreme court (*or court of common pleas of*) as of the term of now last past, or in, or as of, any subsequent term; and to receive a declaration for me, in an action of debt on a bond, bearing even date herewith, or as for so much money borrowed, at the suit of G. H. and thereupon to confess the same action; or else to suffer a judgment by *nil dicit, non sum informatus*, or otherwise, to pass against me, of record, for the said debt, together with costs: and to release the errors of such judgment: And for your so doing this shall be to you, or any one of you, or any other attorney as aforesaid, a sufficient warrant. *In witness* whereof I have hereunto set my hand and seal, the day of in the year of our Lord, one thousand eight hundred.

*Scaled and delivered
In the presence of*

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A

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A Warrant of Attorney to acknowledge Satisfaction on a Judgment.

TO Mr. A. B. of _____ and Mr. C. D. of _____ attorneys of the _____ or to any other attorney of the same court.

Whereas I, G. H. of _____ did in _____ term last, obtain and recover one judgment in the said court of _____ against E. F. of _____ for _____ debt and for damages and costs of suit, as by the records thereof remaining in the said court may appear: And for which said judgment, and debt and damages thereupon recovered, I the said G. H. am, and do hereby acknowledge to be satisfied contented and paid.

These are therefore to desire and authorise you, either or any of you, and I do hereby give you, each and every of you full power and authority, for me, and in my name, to acknowledge satisfaction upon record in the said court, of and for the said judgment, and the debt and damages thereupon recovered. And for you, either, or any of your so doing, this shall be your sufficient warrant.

In witness, &c.

A Warrant of Attorney, to confess a Judgment in Ejectment.

To _____

THESE are to desire and authorise you, the attorneys above named, or either of you, or any other attorney of the court of _____ at _____ aforesaid, to appear for me J. K. of _____ in the said court, as of this present _____ term, or any other subsequent term, and then and there to receive a declaration or declarations for me in an action of trespass in ejectment, at the suit of &c. (*the lessee of the plaintiff*) for _____ with the appurtenances, in _____ in the county of _____ which J. K. of _____ Esq. (*that is, the mortgagee*) the _____ day of this instant, at _____ aforesaid, did demise to the said (*lessee of the plaintiff*) and his assigns, to hold from the _____ of _____ last part, before the date hereof, for the term of _____ from thence next ensuing, fully to be complete and ended; and thereupon to confess a judgment in the said action for the said messuages, lands, and premises, with their appurtenances, or else to suffer the same to pass by *Non sum informatus*, or otherwise, against me, in the same action, and to be thereupon forthwith entered up against me of record; and for your so doing &c.

Warrant to defend a Suit.

Mr. A. B.

I HEREBY authorise you to appear for me C. D. to an action brought against me in the court of _____ at the suit of E. F. and plead thereto, and further to do such things therein as you shall think necessary for my defence in the said action.

Dated this _____
day of _____

Years

C. D.

Another in Ejectment.

Mr. J. N.

I HEREBY authorise you to appear for me in this declaration, and procure me to be made defendant in the room of the casual ejector, and enter into the common rule for confessing lease, entry and ouster, and thereupon plead not guilty.

Warrant

Warrant from the Plaintiff to the Sheriff and Gaoler, to discharge the Defendant.

TO G. L. Esq. Sheriff of S. and to the keeper of the common gaol within the said county, J. L. of sends greeting. Whereas J. D. of is now in your custody, by virtue of a writ of *Capias ad satisfaciendum*, issued out of the court of at at the suit of me, the said J. L. for certain damages in the said writ mentioned, for which said damages I have received satisfaction: Now therefore these are to authorise you, and each of you, and you are hereby required immediately to discharge and release the said J. D. of and from the execution aforesaid, and of and from all writs and process whatsoever, at my suit, and of and from all or any restraint and imprisonment, by occasion of any execution, writ or process heretofore charged against him by me the said J. L. upon your being paid your fees. And for so doing, this shall be your sufficient warrant. Given under my hand & seal the day of in the year of our Lord one thousand &c.

OF MORTGAGES of ESTATES.

A MORTGAGE is a pledge or pawn of lands, &c. on account of money borrowed, or for some debt otherwise contracted, and is most usually made by way of lease for a long term of years, by assignment of some temporary interest, or by lease and release in fee, that is to say, made as an estate of inheritance to the person it is pledged to; who is called the mortgagee, whilst on the other hand the pledger is termed the mortgagor. It is an instrument or deed made on condition, that until failure in payment of principal and interest due, the mortgagor is to possess and enjoy the lands, &c. mortgaged; and though failure be made, he and his representatives have a right to redeem the mortgage, which in law is termed the equity of redemption. *Lit. 332.*

Where there are mortgages for a term of years of estates intended to be sold, assignments of those terms are to be made in trust for the purchaser, by indenture of three parts, commonly called tripartite, wherein the mortgagee is to be of the first part, the mortgagor and his heir (if any he have of age) of the second part, and the purchaser and his trustees of the third part, reciting the mortgages and assigning them in trust to attend the freehold.

Note—In the state of New-York, it is required, in order that mortgages be good & sufficient against subsequent bona-fide purchasers, that they be registered or recorded in the office of the clerk of the county in which the lands or tenements are situated: And after a legal sale, there remains no longer any equity of redemption.

A Mortgage of Houses and Lands.

[An approved form in the state of New-York.]

THIS Indenture, made the day of in the year of our Lord one thousand between A. B. of &c. of the first part, and C. D. of &c. of the second part, *witnesseth*, that the said party of the first part, for and in consideration of the sum of two hundred dollars, lawful money of the state of New-York, to him in hand paid, the receipt whereof is hereby acknowledged, hath granted, bargained, sold, released, enfeoffed and confirmed; and by these presents

sents doth grant bargain, sell, release, enfeoff and confirm unto the said party of the second part, in his actual possession now being, and to his heirs and assigns forever, all that certain farm, &c. situate, lying and being, &c. butted and bounded as follows, &c. containing two hundred acres of land, be the same more or less: *To have and to hold*, the above bargained premises, to the said party of the second part, his heirs and assigns, to the sole and only proper use, benefit and behoof of the said party of the second part, his heirs and assigns forever. Provided always, and these presents are upon this express condition, that if the said party of the first part, pay to the said party of the second part, the just and full sum of two hundred dollars in gold and silver, on or before the first day of July, which will be in the year of our Lord one thousand eight hundred and ten, with lawful interest annually until paid according to the condition of a certain bond or writing obligatory, bearing even date herewith, executed by the said party of the first part, to the said party of the second part, as a collateral security, then these presents, and the said bond or writing obligatory, shall cease determine & be null and void; but, in case of the non-payment of the said sum of two hundred dollars, with the interest annually, or any part thereof, or any part of the interest so to become due, at the time or times above limited for the payment thereof, then and in such case, it shall and may be lawful for the said party of the second part, his heirs, executors, administrators or assigns, and the said party of the first part, doth hereby empower and authorise the said party of the second part, his heirs, executors, administrators and assigns, to grant, bargain, sell, release and convey the said premises, with the appurtenances, at public auction or vendue—and on such sale to make and execute to the purchaser or purchasers, his, her or their heirs and assigns for ever, good, ample and sufficient deeds of conveyance in the law, pursuant to the statute in such case made and provided—rendering the overplus monies (if any there be) to the said party of the first part, his heirs, executors or administrators, after deducting the costs and charges of such vendue and sale as aforesaid. In witness whereof, the parties to these presents have hereunto interchangeably set their hands and seals, the day and year first above written.

Sealed &c.

A Mortgage of a Messuage, &c. for a term of Years.

THIS Indenture, made the day of in the year of our Lord between A. B. of of the one part, and C. D. of of the other part, *witneseth* that the said A. B. for and in consideration of the sum of of lawful money of to him in hand paid by the said C. D. at or before the sealing and delivery of these presents, the receipt whereof he the said A. B. doth hereby acknowledge *hath* granted, bargained and sold, and by these presents *doth* grant bargain and sell unto the said C. D. his executors, administrators and assigns, *all* that certain messuage, &c. (*Here describe the premises after the manner before described.*) And also the reversion & reversions, remainder & remainders, rents, issues & profits of all and singular the said premises, and of every part and parcel thereof, with their appurtenances: *To have and to hold* the said messuages, &c. and premises above mentioned and every part and parcel thereof, with the appurtenances, unto the said C. D. his executors, administrators and assigns, from the day before the day of the date of these presents, for and during, and unto the full end and term of five hundred years from thence next ensuing and fully to be complete and ended; yielding and paying therefor yearly during the said term, at or upon the day of one pepper-corn if demanded;

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demand: *Provided*, and these presents are upon this condition, and it is the true intent and meaning hereof, and of the said parties hereunto, that if the said A. B. his heirs or assigns, do and shall well and truly pay, or cause to be paid, unto the said C. D. his executors, administrators or assigns, the full sum of of lawful money of with legal interest for the same, on or before the day of next ensuing the day of the date hereof without any deduction, defalcation or abatement whatsoever, for or by reason of any taxes or assessments whatsoever, either ordinary or extraordinary, already imposed or hereafter to be imposed on the said premises, or any part thereof, that then and from thenceforth these presents and every matter and thing herein contained shall cease, determine, and be utterly null and void to all intents and purposes; any thing herein contained to the contrary thereof in any wise notwithstanding. *And* the said A. B. for himself, his heirs, executors and administrators, doth covenant, promise grant and agree to and with the said C. D. his executors, administrators and assigns, that he the said A. B. his heirs, executors or administrators, shall and will well and truly pay, or cause to be paid unto the said C. D. his executors, administrators or assigns, the said sum of with legal interest for the same, on or before the said day of next, without any deduction as aforesaid, according to the true intent and meaning of these presents: *And also*, that he the said C. D. his executors, administrators and assigns, shall and may at all times, after default shall be made in payment of the said sum of and interest or any part thereof, at the time herein before limited for payment thereof, peaceably and quietly have, hold, occupy, possess and enjoy all and singular the said messuage, &c. and other the premises above granted, bargained and sold, or mentioned or intended so to be, with the appurtenances as aforesaid, for and during all the rest, residue and remainder of the said term of five hundred years, which shall be then to come and unexpired, without the let, suit, hindrance, molestation, interruption or eviction of him the said A. B. his heirs and assigns, or of any other person or persons whomsoever lawfully claiming or to claim by, from or under him, them, or any of them: *And further*, that he the said A. B. and his heirs, and all and every other person and persons having or lawfully claiming any right, title or interest, in or to the said premises, or any part or parcel thereof, by, from or under him or them, shall and will after default shall be made in payment of the said sum of and interest, or any part thereof, as aforesaid, make do and execute, or cause or procure to be made, done and executed all and every such further and other lawful and reasonable act and acts, thing and things, assurance and assurances, device and devices in the law whatsoever, for the further, better and more perfect granting and assuring of all and singular the said premises, with the appurtenances above bargained and sold, or mentioned, or intended so to be, unto the said C. D. his executors, administrators and assigns, for and during all the rest, residue and remainder of the said term of five hundred years above granted, as by the said C. D. his executors, administrators or assigns, or his or their counsel learned in the law, shall be reasonable devised, advised or required. *And lastly*, it is covenanted, granted, concluded and agreed upon by and between the said parties to these presents, and the true intent and meaning hereof is, and it is hereby declared so to be, that until default shall be made in payment of the said sum of and interest, or any part thereof as aforesaid, it shall and may be lawful to and for the said A. B. his heirs and assigns, to have hold and enjoy all and singular the said premises, with the appurtenances, above bargained and sold, in manner aforesaid, and to receive and take the rents, issues and profits thereof, to his and their own proper use and benefit; any thing herein contained

to the contrary thereof in any wise notwithstanding. In witness, &c.

Note. It is proper to indorse on the back of the above deed a receipt for the money lent.

A Mortgage of Goods.

THIS Indenture, made between A. B. of the one part, and C. D. of the other part, *witnesst*, that the said party of the first part, for and in consideration of the sum of to him in hand well and truly paid by the said party of the second part at or before the sealing and delivery of these presents the receipt whereof is hereby acknowledged, *hath* granted bargained and sold, and by these presents, *doth* grant, bargain and sell unto the said party of the second part, his executors, administrators and assigns, *All* and singular the goods, furniture and household stuff herein after particularly mentioned and expressed, that is to say: [*Here insert fully an account of all the goods mortgaged.*] *To have and to hold* all and singular the said goods &c. herein before granted, bargained and sold, or mentioned, or intended to be, unto the said party of the second part, his executors, administrators and assigns, to the only proper use and behoof of the said party of the second part, his executors, administrators and assigns for ever: *Provided* always, and these presents are upon this condition, that if the said party of the first part, his executors or administrators shall and do well and truly pay or cause to be paid unto the said party of the second part, his executors, administrators or assigns, the full sum of of lawful money of with legal interest for the same, on or before the day of then these presents, and every matter and thing herein contained shall cease, determine, and be utterly void, to all intents and purposes; any thing herein contained to the contrary thereof in any wise notwithstanding. *And* the said party of the first part, for himself his executors and administrators, all and singular the said goods, &c. by these presents unto the said party of the second part, his executors, administrators and assigns, against him the said party of the first part, his executors and administrators, and against all and every other person and persons whomsoever, shall and will warrant, and forever defend by these presents. *And* the said party of the second part, for himself, his executors and administrators, doth covenant, promise, grant and agree to and with the said party of the first part, his executors and administrators, that he and they shall and will immediately, upon the receipt of the said sum of and interest as aforesaid, at the day and time above limited for payment thereof, deliver or cause to be delivered, unto the said party of the second part, his executors, administrators and assigns, all and singular the goods, &c. above granted, which are now, and at the time of the executing of these presents, were received by the said party of the second part, of and from the said party of the first part, in as good case, plight and condition as the same and every of them now are at this present time.

In witness, &c.

A further Mortgage by Indorsement.

WHEREAS the within named P. P. hath advanced and lent unto the within named W. W. the further sum of dollars, the receipt whereof the said W. W. doth hereby acknowledge, and thereupon the said W. W. hath entered into one bond or writing obligatory under his hand and seal, bearing even date with these presents to the said P. P. in the penal sum of dollars of lawful money of the state of New-York, with condition thereunder writ-

ten,

ten, for making the same void upon payment unto the said P. P. his executors, administrators or assigns, of the sum of dollars of like lawful money, with interest for the same, after the rate of on the day of as in and by the said writing or bond or writing obligatory and the condition thereof, relation being thereunto had may more fully appear; Now know ye, that for the better securing and more sure payment unto the said P. P. his executors, administrators and assigns, of the said further sum of dollars, and interest, on the said day of next ensuing, according to the true intent and meaning of the said recited bond or obligation, he the said W. W. doth hereby for himself, his heirs executors and administrators, covenant, promise and agree to and with the said P. P. his executors, administrators and assigns, that the messuages, &c. and all and singular other the premises with the appurtenances by the within written indenture of mortgage mentioned to be granted, bargained, sold and demised, and every part and parcel thereof shall stand chargeable, remain, continue, and be a security unto him the said P. P. his executors, administrators and assigns, as well for the payment of the sum of dollars within mentioned and the interest thereof, as also for the payment of the said further sum of dollars now lent and advanced as aforesaid and the interest thereof. And that the said premises or any part thereof shall not be redeemed or redeemable either in law or in equity, until not only the said sum of dollars before lent and the interest thereof, but also the said sum of dollars now lent and the interest thereof shall be paid and satisfied unto the said P. P. his executors, administrators and assigns, according to the true intent and meaning of these presents. In witness whereof, &c.

The form of a Certificate from a Mortgagee on receipt of the Mortgage Money, to procure a discharge of the Mortgage.

To the Clerk of the County of

I A. B. of &c. do hereby certify that C. D. of &c. hath paid and satisfied all such sum and sums of money as was due and owing upon a certain mortgage made by the said C. D. to me, bearing date the day of and registered on the day of &c. following, in full discharge of the same; and I do hereby require an entry of such payment and satisfaction to be made pursuant to the act in that case made and provided—Witness my hand and seal this day of, &c.

Signed, sealed, &c.

N. B. The execution of the above certificate must be proved, or acknowledged before a Judge, &c. in the same manner as the execution of the mortgage is required to be proven.

PARTITION.

A Deed of Partition between three Coparceners, Coheiresses

THIS Indenture of three parts, made this day of between A. B. of, &c. one of the daughters of G. B. late of, &c. deceased, of the one part, C. B. of &c. another of the daughters of the said G. B. deceased, of the second part, and D. B. of, &c. also another of the daughters of the said G.

B.

B. deceased, of the third part. Whereas the said G. B. late father of the said A. B. C. B. and D. B. died seized in his demise as of fee; of and in all those messuages, &c. without leaving behind him any other heir or issue of his body lawfully begotten, or making any disposition of the said premises, or any part thereof, whereby and by which means, all and singular the said messuages, &c. and other the real estate of the said G. B. deceased, are descended and come unto the said A. B. C. B. and D. B. his said daughters. *Now this indenture witnesseth,* That the said A. B. C. B. and D. B. have made partition, and by these presents, do make a full, perfect and absolute partition of the said messuages, &c. to and amongst them the said A. B. C. B. and D. B. in three parts, in manner and form following, that is to say: that the said A. B. her heirs and assigns, shall have hold and enjoy to the only proper use and behoof of the said A. B. her heirs and assigns for ever, all that messuage, &c. for the full part, share and proportion of her the said A. B. of, in, and to all and every the messuages, &c. hereditaments and premises above mentioned, so descended unto them the said A. B. C. B. and D. B. as aforesaid; and that the said C. B. her heirs and assigns, shall have, hold and enjoy to the only proper use and behoof of the said C. B. her heirs and assigns for ever, all that messuage, &c. for the full part, share and proportion of her the said C. B. of, in and to all and every the said messuages, &c. so descended unto them the said A. B. C. B. and D. B. as aforesaid; and the said D. B. her heirs and assigns, shall have hold and enjoy, to the only proper use and behoof of the said D. B. her heirs and assigns for ever, all that messuage, &c. for the full part, share and proportion of her the said D. B. of, in and to all and every the said messuages, &c. so descended to the said A. B. C. B. and D. B. as aforesaid. And the said C. B. and D. B. do, and each of them doth, by these presents, grant, assign, remise, release, quit-claim & confirm unto the said A. B. her heirs & assigns, the said messuage, &c. so as aforesaid, agreed to be held, as aforesaid, as her full share or proportion of the premises above mentioned & descended as aforesaid, to the said A. B. C. B. and D. B. & all the estate, right, title, interest, claim, challenge & demand whatsoever of them the said C. B. & D. B. of, in or to the said messuage above mentioned, and hereby released to the said A. B. as aforesaid: *To have and to hold* the said messuage, &c. with the appurtenances hereby released and confirmed, or mentioned or intended so to be unto the said A. B. her heirs and assigns, to the only proper use and behoof of her the said A. B. her heirs and assigns, in fealty for ever. And the said A. B. and D. B. do, &c. [*Here insert the like grant from them to C. B.*] And the said A. B. and C. B. do. [*The like with the former must be made to D. B.*] And the said C. B. and D. B. do severally and apart, and not jointly, and for their several and respective heirs, executors or administrators, covenant, grant and agree, to and with the said A. B. her heirs and assigns, that she the said A. B. her heirs and assigns, shall and may from henceforth for ever hereafter, peaceably and quietly have, hold, occupy, possess and enjoy the said messuages, &c. so allotted and released to her the said A. B. for her part or share, as aforesaid, free, &c. [*Here go on with the covenant for quiet enjoyment, and likewise with that for further assurance, which two covenants must be repeated reciprocally, as before is done in the granting part. See the form of those covenants in a conveyance by release.*] In witness, &c.

An Indenture of Partition between three Joint-tenants.

THIS INDENTURE of three parts, made, &c. BETWEEN M. G. of, &c. of the first part ; G. C. of, &c. of the second part ; and F. C. of, &c. of the third part : WHEREAS H. B. of, &c. by his deed or indenture of bargain and sale [*or of release &c. as the case may be*] under his hand and seal bearing date &c. for the considerations therein expressed, DID grant, bargain, sell, convey and confirm unto the said M. G. G. C. and F. C. and their heirs and assigns forever, ALL, &c. TOGETHER with all and singular the appurtenances, privileges, advantages and hereditaments whatsoever, unto the said above mentioned and described premises in any wise appertaining and belonging ; and the reversion and reversions, remainder and remainders, rents, issues and profits thereof ; AND ALSO all the estate, right, title, interest, dower, and right of dower, property, claim and demand whatsoever, as well in law as in equity, of the said H. B. of, in or to the same and every part and parcel thereof, with the appurtenances : TO HAVE AND TO HOLD the said granted, bargained and described premises with the appurtenances, unto the said M. G. G. C. and F. C. their heirs & assigns, to the only use and behoof of the said M. G. G. C. and F. C. their heirs and assigns forever, as by the said recited deed or indenture may more fully appear ; by virtue of which said grant or conveyance, the said M. G. G. C. and F. C. are now jointly seized in possession in their demesne, and of fee, of and in the said lands and premises, with their appurtenances, herein before mentioned to have been to them granted and conveyed : NOW THIS INDENTURE WITNESSETH, that the said M. G. G. C. and F. C. DO by these presents make a full, perfect and absolute partition of the said lands and premises, with their appurtenances aforesaid, to and amongst them the said M. G. G. C. and F. C. into three parts, to be divided in manner and form following ; that is to say, THAT the said M. G. his heirs and assigns, shall have, hold, occupy, possess and enjoy to the only use and behoof of him the said M. G. his heirs and assigns forever, ALL, &c. [*Here describe the part which M. is to have*] TOGETHER with all and singular the appurtenances, privileges, advantages and hereditaments unto the same belonging or in any wise appertaining ; and the reversion and reversions, remainder and remainders, rents, issues and profits thereof ; for the full part, purpart and portion of the said M. G. of, in, and to all and every the premises herein before mentioned to be granted and conveyed to the said M. G. G. C. and F. C. AND the said G. C. his heirs and assigns, shall have, hold, occupy, possess and enjoy to him the said G. C. his heirs and assigns, to the only use and behoof of him the said G. C. his heirs and assigns forever, ALL, &c. [*Describe G. C.'s part of the premises,*] TOGETHER with all and singular the appurtenances, privileges, advantages and hereditaments unto the same belonging or in any wise appertaining ; and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, for the full part, purpart and portion of the said G. C. of, in, and to all and every the premises herein before mentioned to be granted and conveyed to the said M. G. G. C. and F. C. AND that the said F. C. his heirs and assigns, shall have, hold, occupy, possess and enjoy to him the said F. C. his heirs and assigns, to the only use and behoof of him the said F. C. his heirs and assigns forever, ALL, &c. [*Describe F.'s part of the premises,*] TOGETHER with all and singular the appurtenances, privileges, advantages and hereditaments, unto the said last described premises belonging, of in any wise appertaining ; & the reversion & reversions, remainder and remainders, rents, issues and profits thereof, for the full part, purpart and portion of the said F. C.

of, in, and to all and every the premises herein before mentioned to have been granted to the said M. G. G. C. and F. C. AND THE SAID G. C. and F. C. DO, and each of them doth, by these presents, give, grant, assign, release, convey and confirm to the said M. G. his heirs and assigns, the said premises, &c. so as aforesaid, conveyed to the said M. G. and by him agreed to be held as aforesaid, as his full share, part and portion of the premises herein before mentioned to have been granted to the said M. G. G. C. and F. C. as aforesaid, and all the estate, right, title, interest and demand whatsoever, which the said G. and F. HAVE, or either of them HAVE or may or ought to have of, in, or to the said premises, &c. above mentioned, and hereby released and conveyed to the said M. G. or intended so to be: TO HAVE AND TO HOLD the said premises, &c. with the appurtenances hereby released and conveyed, or mentioned or intended so to be, unto the said M. G. his heirs and assigns, to the only proper use and behoof of him the said M. G. his heirs and assigns, in severalty forever. And the said M. G. and F. C. do by these presents give, grant, assign, release, convey and confirm to the said G. C. his heirs and assigns, the said premises, &c. so as aforesaid conveyed to the said G. C. and by him agreed to be held, as aforesaid, as his full share, part and portion of the premises herein before mentioned to have been granted to the said M. G. G. C. and F. C. as aforesaid, and all the estate, right, title, interest and demand whatsoever which the said M. and F. HAVE or either of them HAVE, or may or ought to have of, in or to the said premises, &c. above mentioned and hereby released and conveyed to the said G. C. or intended so to be: TO HAVE AND TO HOLD the said premises, &c. with the appurtenances hereby released and conveyed, or mentioned or intended so to be, unto the said G. C. his heirs and assigns, to the only proper use and behoof of him the said G. C. his heirs and assigns in severalty forever. And the said M. G. and G. C. DO, &c. [*Here insert the like grant from them to F. C.*] AND the said G. C. and F. C. each by himself, for him, his heirs, &c. severally, and respectively, and not jointly, both covenant, promise and grant, to and with the said M. G. his heirs and assigns by these presents, that he the said M. G. his heirs and assigns, shall and may, from henceforth forever, well and peaceably, have, hold, occupy, possess and enjoy the said premises, &c. herein before released, assigned and conveyed to the said M. G. for the share, part, purpart and portion of the said M. G. as aforesaid, free, clear and discharged of and from all estates, rights, titles, interests, charges and incumbrances whatsoever, had, made, caused or willingly suffered or hereafter to be had, &c. of, or by the said G. C. & F. C. or either of them, their, or either of their heirs or assigns, and without any let, trouble, suit, entry, disturbance or interruption of the said G. and F. or either of them, their, or either of their heirs or assigns, or any of them, or of any other person or persons lawfully claiming, or to claim by, from or under them or any of them. [*Add a covenant for further assurance—The same covenants must, also, be inserted from M. G. and F. C. to G. C. and from M. G. and G. C. to F. C.*] IN WITNESS, &c.

RECEIPTS

RECEIPTS AND ACQUITTANCES.

A Receipt or Acquittance for Rent paid.

RECEIVED this day of of Mr. A. B. the sum of twenty dol-
lars, which, with ten dollars more disbursed by the said A. B. for taxes and
reparation of the messuage, &c. he now occupies, situated, &c. makes in the
whole the sum of thirty dollars, and is in full of half a year's rent due to me out
of the said premises at last.

D. 30

C. D.

A General Receipt,

RECEIVED this day of of Mr. A. B. the sum of five dollars
in full for and of all demands.

D. 5

C. D.

N. B. A general receipt will discharge all debts, except such as are on speci-
ality, i. e. bonds, bills and other instruments that may properly be called acts or
deeds, viz. Those that require to be executed in a solemn manner, where the
sealing and delivery are the most essential parts of the act; and on that account
can only be destroyed by something of equal force, viz. some other speciality,
such as a general release. This receipt will not discharge indorseable promissory
notes or inland bills. [See promissory Notes.]

An Acquittance for Debt received of a third Hand.

RECEIVED this of Mr. A. B. by the hand of Mr. C. D. the sum
of five dollars, in full for certain goods, &c. bought by the said A. B. of
me. Or [in full of all demands.]

D. 5

E. F.

An Acquittance for Money received by a third Person for the Use of another.

RECEIVED this of Mr. A. B. the sum of ten dollars, in full for
work done by Mr. C. D. for the said A. B.—Said money being received
by the order and for the use of the said Mr. C. D.

D. 10

G. H.

An Acquittance for Money received in part of a Debt due on Bond.

RECEIVED this of Mr. A. B. the sum of sixty dollars in part pay-
ment of a greater sum due to me on bond from the said Mr. A. B.

D. 60

E. D.

A Receipt for Interest due on Bond.

RECEIVED this of Mr. A. B. the sum of seven dollars, in full for
one year's interest of 100 dollars, due to me at Christmas last on bond from
the said A. B.

D. 7

C. D.

Note; Besides these receipts to be taken on payment of money due on bonds,
it is proper to have each payment endorsed on the back of the obligation.

As

An Acquittance for a Legacy.

RECEIVED this of A. B. executor of the last will and testament of C. D. late of deceased, the sum of eighty dollars, in full of a legacy bequeathed to me in and by the last will and testament of the said C. D.
D. 80 E. F.

An Acquittance to an Administrator on Payment of a Debt due from the Intestate.

RECEIVED this of Mr. A. B. administrator of the goods and chattels, rights and credits of C. D. late of deceased, the sum of one hundred dollars, in full of a debt [or in full of all debts and demands] due to me by the said C. D. in his life time, for household goods by me sold him.
D. 100 E. F.

A Receipt proper to be taken upon a Persons giving a Promissory Note for a Book Debt.

RECEIVED this of Mr. A. B. a promissory note for the sum of fifteen dollars, payable to me or order months after date; which sum, when paid, is in full of all demands,
D. 15 E. F.

An Acquittance for the Purchase Money on the executing of a Conveyance, to be indorsed on the back of the Deed.

RECEIVED the day and year within written, of the within named K. L. the sum of one thousand dollars, being the full consideration money within mentioned to be paid to me.
D. 1000 E. F.

Witnesses to the payment
of the money. }

A Receipt for Writings intrusted in a Person's Hands.

RECEIVED this of L. M. of four several deeds or conveyances; one of them purporting to be a lease of and made between another of them to be an assignment of the said lease, and made between and the other two to be a lease and release, and made between For which several deeds or writings I hereby promise to be accountable, and to re-deliver the same to the said L. M. on demand. *In witness, &c.*

OF RELEASES.

A RELEASE is the giving or discharging of the right or action one person has or claims against another: By it, is likewise meant a conveyance of a man's interest or right in lands. *West. Symb's. Par. 1. lib. 2.*

All actions or suits may be discharged by release; as likewise debts, legacies, &c. before or after they become due. Judgments and executions may, by proper words, be also discharged by it. A release in general of all actions, bars, all actions,

actions, suits, bonds, &c. provided the cause of action subsists at the time of executing the release; but this release will not bar executions or writs of error. *Lit. 504. Co. Lit. 289. 4 Rep. 63 8 Rep. 152, 159, Cro. Eliz. 897.*

A release of all demands is the most extensive and effectual discharge of any, including in it most of all the others. *Lit. 508. Co. Lit. 291 5 Rep. 71. 8 Rep. 853. Dy. 56.*

A release to one obligor, where several are bound in a bond, is a discharge to the others. *Lit. Rep. 191. 2 Sid. 41. Co. Lit. 232. Cro. Eliz. 648*

A release from a landlord to one joint-tenant shall extend to both *Hob. 66. Co. Lit. 232.*

If two commit a trespass, the release to one trespassor will discharge the other. *1 Inst. 132. 2 Rol. Abr. 410. Hob. 66. Bro. Release, pl. 94.*

Where a creditor is made executor by his debtor, or a creditor, being a woman marries the debtor, the debts in both these cases are released in law. *Brownl., 76 Co. Char. 373. Co. Lit. 264. b. Rol. Rep. 934, 940. Plowd. 184. b. 186. a. Hob. 10. Wentw. 45. Yelv. 160. Mo. 236, 855. Jo. 345. Hus. 17, 128.* And in the first of these, the executor may retain goods of the testator sufficient to satisfy him his debt. Where an obligor is administrator of the goods of the obligee, this will not amount to a release in law. *Sid. 79 Leon. 90, 91. Rol. rep. 934. Swinh. 300, 301, 325. Salk. 303, 327. 3 Salk. 163. 8 Rep. 136.*

If a rent be behind twenty years, and a release given for the last year due, all the rent in arrear is presumed in law to be satisfied. *Trial per pais, edit. 1739, p. 418. Law of Evidence edit. 1739, p. 196 Sid. 13. Gilbert's law of evid. edit. 1760 p. 160, 161. 12 Vin. abr. p. 129. [A. b. 60] pl. 2.*

A General Release.

KNOW all men by these presents, That I A. B. of have remised, released, and forever quit claimed, for me, my heirs, executors and administrators, and by these presents do remise, release, and forever quit claim, unto C. D. of his heirs, executors and administrators, all, and all manner of action and actions, cause and causes of actions, suits, bills, bonds, writings, obligations, debts, dues, duties, reckonings, accounts, sum and sums of money, judgments, executions, extents, quarrels, controversies, trespasses, damages and demands whatsoever, both at law and in equity, or otherwise howsoever, which against him the said C. D. I ever had, now have, or which I, my heirs, executors or administrators, can, shall or may have, claim, challenge or demand, for or by reason or means of any act, matter, cause or thing, from the beginning of the world to the day of the date of these presents. *In witness, &c.*

A Release of a Trust.

KNOW all men by these presents, That whereas in and by certain indentures of bearing date on or about and made or mentioned to be made between C. D. of of the one part, and me A. B. of of the other part, the said C. D. for the considerations therein mentioned, did grant In which said indenture of I the said A. B. do hereby declare, that my name was only used in trust, for E. F. of Now know ye, that I the said A. B. in discharge of the trust in me reposed as aforesaid, and at the request of the said E. F. have remised, released, surrendered, assigned, transferred and set over, and by these presents do for me, my executors and administrators, freely and absolutely remise, release, surrender, assign, transfer, and set over unto the said

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said E. F. his executors, administrators and assigns, all the estate, right, title, interest, benefit, trust, claim, and demand whatsoever, which I the said A. B. my executors or administrators, can, shall or may have, or claim of, in or to the said premises, or of, or in any sum or sums of money, or other matter or thing whatsoever, in the said indenture of contained, mentioned and expressed; so that neither I the said A. B. my executors or administrators at any time hereafter, shall or will claim, challenge or demand any interest, property, benefit or other thing, in any manner whatsoever, by reason or means of the said indenture or any covenant therein contained; but thereto and therefrom, and of and from all actions, suits and demands, which I, my executors or administrators, may have concerning the same, shall be forever debarted by these presents. *In witness,* &c.

A Release of a Legacy,

K NOW all men by these presents, That *whereas* A. B. of made his last will and testament in writing, bearing date did among other legacies therein contained, give and bequeath unto me, C. D. of the sum or legacy of and of his said will made and constituted E. F. sole executor, as in and by the said will may appear. *Now know ye,* that I the said C. D. do hereby confess and acknowledge, that I have had and received of and from the said E. F. the legacy or sum of so as aforesaid given and bequeathed unto me by the said A. B. And therefore I do by these presents acquit, release and discharge the said E. F. of and from all legacies, dues, duties and demands whatsoever, which I, my executors or administrators may have, claim, challenge or demand of or against the said E. F. his executors or administrators, by virtue of the said last will and testament of, or out of the estate of the said A. B. deceased as aforesaid. *In witness,* &c.

A Release from a Legatee upon his coming to age.

K NOW all men by these presents, That *whereas* A. B. of made his last will and testament in writing, bearing date and among other legacies therein contained, did give and bequeath unto me, C. D. of his son, the annual sum of to be paid me quarterly, until I should attain the age of one and twenty years; and of his will constituted E. F. and G. H. joint executors, as in and by the said will may appear: *And whereas* the said E. F. and G. H. did jointly accept of the said executorship and trust, and I, the said C. D. have attained my said age of twenty-one years: *And whereas* the said E. F. and G. H. have made up an account with me, the said C. D. of all monies received and paid by the said E. F. and G. H. and of all transactions in pursuance of the said executorship and trust; and have not only paid me, the said C. D. the balance of such accounts, but also delivered unto me all the writings and papers belonging to the estate of the said deceased A. B. *Now know ye,* that I, the said C. D. being fully satisfied in the premises, have remised, released, and forever quit claimed, and by these presents, do remise, release and forever quit claim unto the said E. F. and G. H. and each of them, their and each of their executors and administrators, all reckonings and accounts, sum and sums of money by them had and received, in pursuance of the said trust, or by any means of their being executors to the said A. B. as aforesaid; and also of and from all other reckonings, accounts and demands whatsoever, from the beginning of the world to the day of the date of these presents.

In witness, &c.

A Release of the Equity of redemption in a House mortgaged by Deed Poll.

KNOW all men by these presents, That *whereas* by indentures of lease or demise, bearing date _____ made or mentioned to be made between me A. B. of _____ of the one part, and C. D. of _____ of the other part, I the said A. B. in consideration of the sum of _____ therein mentioned to be paid by the said C. D. and which was accordingly paid, did demise, grant, lease, set and to farm let unto the said C. D. his executors, administrators and assigns, all that [Here describe the premises particularly as set forth in the lease.] To hold the same unto the said C. D. his executors, administrators and assigns, from the _____ next before the day of the date of the said in part recited indenture of demise, for and during and until the full end and term of 500 years from thence next ensuing, and fully to be complete and ended, without impeachment of, or for any manner of waste, at and under the yearly rent of one *pepper corn*, payable at, or upon the _____ of _____ if lawfully demanded: In which said in part recited indenture of lease was contained a proviso or condition, that the same should be void on payment of the sum of _____ at a day long since past, as in and by the said in part recited indenture of lease may more fully appear. And *whereas* the said sum of _____ or any part thereof, was not paid on the day in the said proviso or condition mentioned and limited for the payment thereof, but the same, together with a large sum further for interest, amounting in the whole to the sum of _____ remains due to the said C. D. And *whereas* I the said A. B. am fully satisfied that the said monies so due to the said C. D. on the said in part recited indenture of lease as aforesaid, is the full value of the said mortgaged premises, and that I the said A. B. am not able to redeem the same: [Or thus, that the said C. D. hath offered to advance to me the said A. B. the further sum of _____ to make the said sum of _____ the full value of _____] *Now know ye*, that I the said A. B. in consideration thereof, [Or, in consideration of the sum of _____ of lawful money of _____ to me the said A. B. in hand well and truly paid at or before the sealing and delivery of these presents, the receipt whereof I the said A. B. do hereby acknowledge] and for quieting the said C. D. in the possession and enjoyment of the said messuage _____ and for extinguishing all right of equity of redemption of the said mortgaged premises, I the said A. B. have remised, released, and forever quit claim unto the said C. D. his executors, administrators and assigns, the said proviso or condition in the said in part recited indenture of lease contained, and all benefit and equity of redemption of the said messuage, &c. by virtue or colour thereof, or otherwise howsoever: And also all and singular the covenants, grants, clauses and agreements in the said in part recited indenture of lease comprised, which on the part and behalf of the said C. D. his executors, administrators or assigns, were to have been, or are or ought to be performed. And further the said A. B. for the considerations aforesaid, hath granted, bargained and sold, released, ratified and confirmed, and by these presents, doth grant, bargain, sell and confirm unto the said C. D. his executors, administrators and assigns, all and singular the said messuage _____ above mentioned and recited to have been granted and demised unto the said C. D. as aforesaid, and every part and parcel thereof, with the appurtenances; and also all the estate, right, title, interest, claim and demand whatsoever, both in law and equity, of me the said A. B. of, in and to the said messuage _____ and _____ premises

premises, & of, in & to every part & parcel thereof, with the appurtenances: *To have and to hold* all and singular the said messuage unto the said C. D. his executors, administrators and assigns, for and during all the rest, residue and remainder of the said term of 500 years, yet to come and unexpired; freely and clearly acquitted and discharged of and from all benefit and equity of redemption whatsoever.—*And* the said A. B. for himself, his heirs, executors and administrators, doth covenant, promise, grant and agree, to and with the said C. D. his executors, administrators and assigns, that he the said C. D. his executors, administrators and assigns, shall and may from time to time, and at all times hereafter, during the residue and remainder of the said term of 500 years, in and by the said in part recited indenture of lease granted, which is yet to come & unexpired, peaceably and quietly have, hold, use, occupy and enjoy all and singular the said messuage and every part and parcel thereof, with the appurtenances, without the let, suit, trouble, hindrance, molestation or interruption of me, the said A. B. my heirs or assigns, and of all and every other person or persons whomsoever, claiming or to claim, by, from or under me, them, or any of them. *In witness, &c.*

A Release of Dower.

K NOW all men by these presents that I A. B. widow and relict of B. B. late of deceased, for and in consideration of the sum of dollars of lawful money of the United States, to me the said A. B. by C. B. of son of the said B. B. deceased, well and truly paid, the receipt whereof I do hereby acknowledge, *have* remised, released, and forever quit claimed, and by these presents *do* remise, release and forever quit claim unto the said C. B. all and all manner of dower and right and title of dower whatsoever, which I the said A. B. now have, may, might, should, or of right ought to have, or claim of, in or out of all and every the manors, messuages, lands tenements and hereditaments which were belonging to the said B. B. my late husband, at any time during the coverture between him and me the said A. B. situated or elsewhere: And also all manner of action or actions, writ and writs of dower whatsoever; so as neither I the said A. B. nor any other person for me, or in my name, any manner of dower, or writ, or action of dower, or any right or title of dower, or in the said manors, lands, tenements and hereditaments, or of or in any part or parcel thereof, at any time hereafter shall or may have, claim or prosecute against the said C. B. his heirs or assigns. *In witness, &c.*

A Release of Errors.

K NOW all men by these presents, that I A. B. of have remised, released and forever quit claimed, and by these presents *do* remise, release, and forever quit claim unto C. D. of all & all manner of error & errors, cause & causes of error, misprisions, misentries, defects and wrongful pleading and proceedings whatsoever made, committed, omitted or done, in, about or concerning one judgment for the sum of together with costs of suit, by the said C. D. obtained against me in the court of at in term last past; and also all writs of error or errors whatsoever concerning the same.

In witness, &c.

Release

Release between two Traders on settling accounts.

WHEREAS sundry accounts current, and otherwise, and divers dealings in trade have been subsisting and depending for many years last past, between B. P. of, &c. and H. I. of, &c. which said accounts and dealings they the said B. P. and H. I. have balanced and adjusted, by which balance it appears that nothing remains due from the one to the other; therefore, to prevent any future disputes touching or concerning such accounts and dealings, and to ascertain and confirm such balance and adjustment, they the said B. P. and H. I. have mutually agreed to give and execute reciprocal releases to each other. **NOW KNOW ALL MEN** by these presents that he the said B. P. for the considerations aforesaid, and to prevent all future disputes, for himself, his executors and administrators, **HATH** remised, released and forever quit-claimed, and by these presents **DOTH** remise, release and forever quit-claim unto the said H. I. his heirs, executors and administrators, **ALL**, and all manner of action and actions, cause and causes of action, suits, debts, dues, sum and sums of money, accounts, reckonings, bonds, specialties, covenants, contracts, controversies, agreements, promises, damages, judgments, executions, claims and demands whatsoever, both at law and in equity, which against the said H. I. his heirs, executors and administrators, he the said B. P. now hath or ever had on account of their said mutual dealings, or for, or by reason of any other cause, matter or thing whatsoever, from the beginning of the world to the day of the date of these presents. *In witness, &c.*

Release from a Mortgagor to the Mortgagee in fee, in consideration of the money due on the mortgage, before the day of payment.

THIS Indenture made &c. between O. W. of &c. of the first part, and I. D. of &c. of the second part, **WHEREAS** by a certain indenture of mortgage bearing date the day of in the year made, and mentioned to be made between the said O. W. of the first part and the said I. D. of the second part, **RECITING** as in the said indenture of mortgage is recited, and for the consideration in the same indenture mentioned, **ALL** that certain piece, parcel or lot of land & premises herein after mentioned, are and were conveyed and assured unto, and **TO THE USE AND BEHOOF** of the said I. D. his heirs and assigns by way of mortgage, subject to a proviso in the said indenture of mortgage contained, for redemption of the said land and premises, on payment of the sum of dollars with the interest thereof, lawful money of, &c. by the said O. W. his heirs, executors or administrators, unto the said I. D. his executors, administrators or assigns, on or before the day of which will be in the year as by the said in part recited indenture, relation being thereunto had may more at large appear. **AND WHEREAS** it hath become probable, and is believed that it will not be in the power of the said O. W. to pay the said sum of dollars with the interest thereof, to the said I. D. his executors, administrators or assigns, at the day, and in the manner in the said recited proviso, for that purpose limited, and declared. **AND WHEREAS** the said I. D. hath contracted and agreed with the said O. W. for the absolute purchase of the said mortgaged lands and premises with the appurtenances, and all his the said O. W.'s right, title, claim, interest and equity of redemption of, in and to the said land and premises for the said sum of dollars, which is the sum now due and owing on the aforesaid mortgage; **AND IT HATH** thereupon been agreed by and between the said O. W. and I. D. that in consideration of the said sum of dollars, due

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due and owing on the aforesaid mortgage, he the said O. W. should grant, release, and absolutely convey ALL AND SINGULAR the said lot of land and premises, AND all his estate, right, title and equity of redemption of, in, and to the same, and of any and every part thereof, unto, and to the use and behoof of the said I. D. his heirs and assigns forever, in manner hereafter mentioned; and that thereupon the said I. D. should release, acquit and discharge the said O. W. his executors and administrators of, and from the payment of all and every part of the said sum of dollars & the interest thereof, due & owing on the said mortgage as aforesaid. NOW THIS INDENTURE witnesseth, that in pursuance and performance of the said recited agreements, on the part of the said O. W. to be done and performed, and for, and in consideration of the said sum of dollars so due and owing to the said I. D. on the said in part recited mortgage, and security as aforesaid, and in full discharge and satisfaction of the same, and for the further consideration of five dollars, lawful money as aforesaid, to the said O. W. in hand paid by the said I. D. at or before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, and the said I. D. thereof and therefrom released and discharged, HE the said O. W. HATH granted, bargained, sold, aliened, released, conveyed and confirmed, and by these presents BOTH absolutely grant, bargain, sell, alien, release, convey and confirm unto the said I. D. in his actual possession now being, and to his heirs and assigns, ALL that, &c. TOGETHER with all and singular the appurtenances, privileges, advantages and hereditaments whatsoever unto the said above mentioned and described premises in any wise appertaining or belonging; and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, AND ALSO all the estate, right, title, interest, dower, & right of dower, equity of redemption, claim & demand whatsoever, as well in law as in equity, of him the said O. W. of, in or to the said premises, hereby granted and released, or mentioned and intended so to be, and every part and parcel thereof, with the appurtenances; AND ALSO all deeds, writings, evidences and muniments whatsoever touching or in any wise concerning the same premises or any part thereof, which the said O. W. now hath in his custody or can obtain without suit in law. TO HAVE AND TO HOLD the said premises in and by these presents granted and released, or mentioned or intended so to be, with their and every of their appurtenances unto the said I. D. his heirs and assigns, TO AND FOR the only proper use and behoof of him the said I. D. his heirs and assigns forever. FREED, and absolutely discharged of, and from all right and equity of redemption: And the said O. W. for himself, his heirs, executors and administrators, BOTH COVENANT, grant, promise and agree, to and with the said I. D. his heirs and assigns, THAT he the said O. W. now at the time of the sealing and delivery of these presents, hath, in himself, good right, full power and lawful and absolute authority to grant, release and convey the said premises herein before granted and released, or mentioned, or intended so to be, with their appurtenances, unto the said I. D. his heirs and assigns, to his and their use in manner aforesaid, and according to the purport, true intent and meaning of these presents; AND that the said I. D. his heirs and assigns shall and may, at all times hereafter, peaceably and quietly, enter into, have, hold, occupy and enjoy the above granted and released premises, and every part thereof, with the appurtenances, without any let, suit, trouble, molestation, eviction or disturbance of the said O. W. his heirs or assigns, or of any other person lawfully claiming or to claim any estate, right, title or interest at law or in equity of, in or to the said premises, by, from, or under him, or them, or any of them;

And

And that free, clear, discharged and unincumbered, of, and from all former and other titles, charges, estates, and incumbrances, of what nature or kind soever, had, made, done, committed, occasioned, or suffered, or to be had, made, done, committed, occasioned, or suffered by the said O. W. his heirs & assigns, or by any other person or persons whomsoever, any thing having or claiming in the said premises (EXCEPT the said herein before mentioned indenture of mortgage.) AND also the said O. W. and his heirs, and all and every other person or persons whomsoever, lawfully or equitably deriving any estate, right, title or interest, of, in, or to the herein before granted and released premises, or any part thereof, from, by, under or in trust for him, them, or any of them, shall and will, from time to time, and at all times hereafter, upon the reasonable request, and at the proper costs and charges, in the law, of the said I. D. his heirs and assigns, make, do, and execute, or cause, or procure to be made, done and executed, all and every such further and other lawful and reasonable acts, deeds, conveyances and assurances in the law, for the further, better, more absolutely, and effectually vesting and confirming the premises hereby intended to be granted and released, with the appurtenances, in and to the said I. D. his heirs and assigns forever, as by the said I. D. his heirs or assigns, or his, or their counsel, learned in the law, shall be reasonably desired, advised or required; So as such further assurances contain in them no further or other warranty or covenants than against the person or persons, his or their heirs, who shall make or do the same, and so as the party or parties, who shall be requested to make such further assurances, be not compelled, or compellable for making or doing thereof, to go, or travel from his or their respective dwellings or places of abode. AND ALSO that the said O. W. and his heirs the above described and hereby granted and released premises, and every part thereof, with the appurtenances unto the said I. D. his heirs and assigns, against the said O. W. and his heirs, and against all persons whomsoever shall and will WARRANT and by these presents forever DEFEND. IN WITNESS, &c.

Release from a renouncing, to an acting Executor and Trustee, to enable the latter to sell the real estate devised:

TO ALL TO WHOM, &c. E. of, &c. sends greeting: HEREAS B. late of, &c. duly made his last will and testament in writing, bearing date, &c. and thereby devised unto the said E. and A. of, &c. and to their heirs, several messuages, &c. upon the trusts therein mentioned, and constituted and appointed the said E. and A. executors of his said will: AND WHEREAS the said B. soon after the making of the said will, died, and the said E. hath renounced the said executorship, and does disclaim all right to any of the messuages, &c. mentioned in the said will to be devised to the said A. and E. AND WHEREAS the said A. hath agreed to sell the messuage, &c. herein after mentioned, being, as the said A. affirms, parcel of the premises mentioned to be devised as aforesaid. NOW the said E. for the satisfaction of a purchaser, and to enable the said A. more effectually to perform the trusts mentioned in the said will, he the said E. for himself, and his heirs, HATH, at the request of the said A. testified by his signing and sealing of these presents, released and forever quit-claimed and by these presents DOETH, at such request, testified as aforesaid, release and forever quit-claim unto the said A. and his heirs, all the estate, right, title, interest, benefit, claim, advantage and demand whatsoever of him the said E. of, in, unto and out of all that, &c. [*describe the messuage, &c.*] IN WITNESS, &c.

Release

Release of Dower by Indorsement on a Deed containing a Covenant by the deceased husband for this purpose.

KNOW ALL MEN by these presents, that the within named A. B. the widow and relict of the within named C. B. lately deceased, in pursuance of the covenant on the part of the said C. B. contained in the within deed or indenture, for further assurance of the premises within granted, released and conveyed, or mentioned so to be, and in consideration of the sum of ten dollars, lawful money of, &c. to her in hand paid by the within named E. F. of, &c. at or before the execution of these presents, the receipt whereof, &c. and for divers other good causes and considerations, her thereunto moving, HATH remised, released, and forever quit claimed, and by these presents DOTH, for herself, her heirs, executors and administrators, remise, release, and forever quit claim unto the said E. F. his heirs and assigns, all the dower, and right, and title of dower, and all other the estate, right, title, interest, claim and demand whatsoever, both at law and in equity, of her the said A. B. which she now hath, or which she, her heirs, executors or administrators, can or may at any time hereafter have, claim or demand of, in, to, or out of all and singular the said premises, by the within deed or indenture granted, released and conveyed, or mentioned, or intended so to be, or their appurtenances, or any part thereof, so that the said A. B. her heirs, executors and administrators, or any of them shall not, nor will, at any time hereafter, have, claim or pretend to any such dower, or right or title of dower, or other estate, right, title, interest, pretence, claim or demand, as aforesaid, of, in, to, or out of the said premises, or any part thereof, with their appurtenances, but of, and from the same, and every part thereof, shall and will be from henceforth utterly debarred and excluded forever, by these presents.

IN WITNESS, &c.

Form of a Release or deed of conveyance to trustees in trust.

THIS INDENTURE, made, &c. BETWEEN R. M. of, &c. of the one part, and I. W. of, &c. and C. D. of, &c. of the other part, WITNESSETH, That the said R. M. for and in consideration of the sum of ten dollars, lawful money of, &c. to him in hand paid by the said I. W. and C. D. at or before the execution of these presents, the receipt whereof is hereby acknowledged, HATH granted, bargained, sold, released and confirmed; and by these presents DOTH grant, bargain, sell, release and confirm unto the said I. W. and C. D. in their actual possession now being, and to their heirs and assigns forever, All that, &c. TOGETHER with all and singular the appurtenances, privileges, advantages and hereditaments whatsoever unto the same belonging, or in any wise appertaining; and the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and also, all the estate, right, title, interest, and demand, both at law and in equity of the said R. M. of, in or to the same, or any part thereof. TO HAVE AND TO HOLD, the above granted premises with their appurtenances unto the said I. W. and C. D. and their heirs, TO THE USE OF the said I. W. and C. D. their heirs and assigns, UPON SUCH TRUSTS, and to and for such intents and purposes, and under, and subject to such provisos and agreements as are herein after mentioned, expressed and declared of and concerning the same, that is to say, UPON TRUST, that they the said I. W. and C. D. or the survivor of them, or the heirs, or assigns of such survivor, shall and do, forthwith, or as soon as conveniently may be, with the consent of the said R. M. in his life time, or after his decease, absolutely sell
and

and dispose of the said premises, either together or in parts, to the best purchaser or purchasers, and for the best price or prices which they can reasonably get for the same, and the receipt or receipts of the said I. W. and C. D. or of the survivor of them, or the heirs of such survivor, to be sufficient releases and discharges to such purchaser or purchasers, for his or their purchase money, for so much thereof, for which such receipt, or receipts shall be given, without such purchaser, or purchasers, being obliged to see to the application, or being answerable for the misapplication of the said purchase money, or any part thereof; AND UPON THIS FURTHER TRUST, that they the said I. W. and C. D. or the survivor of them, or the heirs of such survivor, shall and do forthwith, after such sale, or sales, pay, apply and dispose of the monies arising by such sale, or sales to such person, or persons, and in such proportions, manner and form as are particularly mentioned and specified in the schedule or inventory of the debts of the said R. M. hereunto annexed and signed by the said R. M. AND after payment thereof, IN TRUST to pay the residue of the money arising by such sale or sales as aforesaid, to such person or persons, and for such intents and purposes as the said R. M. shall by any deed or writing, by him duly executed, direct or appoint: AND the said R. M. DOETH hereby for himself, his heirs, executors and administrators, covenant, promise, grant and agree, to and with the said I. W. and C. D. their heirs and assigns, that he the said R. M. hath not at any time heretofore, done, committed, or knowingly or willingly suffered to be done or committed any act, matter or thing whatsoever, whereby, or by means whereof the said premises, or any part thereof, herein before granted and released, to the said I. W. and C. D. their heirs and assigns in trust, as aforesaid, is, are, shall or may be impeached, charged, or incumbered in title, charge, estate, or otherwise howsoever, (*save and except, &c.*) AND it is hereby declared and agreed, by and between the said parties to these presents, that it shall and may be lawful to and for the said I. W. and C. D. and the survivor of them, and the heirs of such survivor, in the first place by and out of the trust, estates, monies and premises, to deduct and reimburse him and themselves respectively, all such losses, costs, damages, and expences, as he, they or any of them, shall or may respectively sustain, expend or be subjected to for, or by reason of the trusts hereby in them respectively reposed, or the management or execution thereof, or any other thing, in any wise relating thereunto; AND also, that they the said I. W. and C. D. or the survivor of them, or the heirs of such survivor, shall not be answerable for any more monies than they respectively shall actually receive by virtue of these presents, nor for any loss which shall happen of the same monies or any part thereof, so as the same happen without their wilful default, nor the one of them for the other of them, or for the acts, deed, receipts, or disbursements of the other of them, but each of them, their heirs, executors and administrators, only for his own acts, deeds, receipts, and disbursements: [*Insert covenant for further assurance, to such uses and intents, and upon such trusts, &c. as herein before mentioned.*]

IN WITNESS, &c.

RENUNCIATION.

RENUNCIATION.

Renunciation of Administration.

K NOW, &c. that A. A. widow and relict of C. B. late of, &c. and E. B. the lawful son of the said C. B. deceased, do hereby renounce letters of administration of the goods, rights and credits of the said C. B. deceased: **AND TO THE END** that this our renunciation may have its due effect in law, we do hereby constitute and appoint _____ to be our attorney and to appear for us before, &c. and pray and procure this our said renunciation to be admitted and accepted to all intents and purposes, in law: **AND** we do consent as far as by law we may or can, that letters of administration of the goods, &c. of the said deceased, be committed and granted to, &c. creditor of the said deceased, and we do hereby promise to ratify and confirm all and whatsoever our said attorney shall lawfully do, or cause to be done in the premises. *In witness, &c.*

Renunciation, or disclaimer of Executorship.

T HIS INDENTURE TRIPARTITE made, &c. BETWEEN M. N. of, &c. of the first part; I. B. of, &c. of the second part; and C. K. of, &c. of the third part. WHEREAS A. K. late of, &c. deceased, before his death, duly made and published his last will and testament in writing, bearing date, &c. and thereby devised, &c. to the said C. K. and made the said I. B. and M. N. executors and trustees, as in and by the said will may more fully appear: **AND** WHEREAS the said A. K. soon after making the said will, died, and the said M. N. hath refused to accept the said executorship and trust, and never acted therein, but the said I. B. alone proved the said will, and took upon him the execution thereof: **NOW THIS INDENTURE WITNESSETH**, that the said M. N. as a further declaration thereof, **DOTH** by these presents renounce, and disclaim the said executorship, and doth likewise by these presents, remise and release unto the said I. B. (*the other executor*) his executors and administrators, all his estate, right, title and interest, in and to the said executorship, by virtue of the said recited will, or otherwise howsoever.

IN WITNESS, &c.

Renunciation by two Executors, and by the Widow.

K NOW ALL MEN, &c. that we W. C. of, &c. and R. T. of, &c. executors named in the last will and testament of R. M. late of, &c. deceased, for certain causes us hereunto moving, do expressly renounce and disclaim the executorship of the said last will and testament of the said R. M. **AND** that I, A. M. widow, relict and executrix of the aforesaid R. M. do expressly by these presents, renounce and disclaim the administration and execution of all and singular the goods and chattels, rights and credits of the said R. M. with his will annexed; **AND** to the intent that these our several and respective renunciations may take effect, we the said W. C. R. T. and A. M. do, hereby, constitute and appoint _____ our attorney, for us and in our names to appear before _____ then and there for us, and in our respective names to renounce, as well the execution of the said last will and testament of the said R. M. deceased, as also the administration of all and singular his goods and chattels, rights and

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and credits, with his will annexed, and to do all other things that shall be requisite and necessary in and about the same, and what our said attorney shall legally do or cause to be done in the premises, by virtue of the authority herein given, we do hereby ratify and confirm. IN WITNESS, &c.

SUBMISSION.

Submission to an Award, with a Covenant from each party to perform the same.

THIS INDENTURE made, &c. BETWEEN B. A. of, &c. of the one part, and D. C. of, &c. of the other part, WITNESSETH that the said B. A. and D. C. do by these presents willingly and voluntarily compromise and submit themselves to the award, arbitrament, order and final determination of, &c. (*the arbitrators*) indifferently named and chosen by the said parties to award, arbitrate, order, finally determine, judge and decree, for, upon and concerning all, and all manner of actions, and causes of actions, suits, debts, accounts, disputes, sum and sums of money, trespasses, quarrels, bonds, specialties, and all other matters and things whatsoever, had, made, arisen, moved, or now depending in controversy between the said parties, so that the said arbitrators do make their award, order and final determination in writing, indented under all their hands and seals on or before, &c. and one part thereof deliver or cause to be delivered unto the said B. A. or his attorney or attorneys, agent or agents in that behalf, requiring the same, at or in (*place appointed*) and the other part of the said award &c. to the said D. C. his attorney or attorneys, agent or agents so requiring the same at, &c. (*same day and place*) so THAT the said arbitrators do not by the same award, order or appoint any act or acts, thing or things to be done or performed, by or to any person or persons, other than to, or by the said parties to these presents, their heirs, executors, administrators or assigns, and not to or by any stranger or strangers to this submission: AND the said B. A. and D. C. and each of them, for themselves, their and each of their heirs, executors and administrators, do by these presents, mutually covenant, promise, grant and agree, to and with the other of them, his heirs, executors and administrators, and every of them, that neither they, nor either of them shall or will at any time hereafter, recall or revoke their authority hereby given to the said arbitrators; but shall in all things acquiesce and submit themselves to their award and arbitrament; AND that they and each of them, the heirs, executors, administrators and assigns of each of them, shall and will, well and truly observe, perform, fulfil, and keep all and every clause, sentence, article, submission and agreement in these presents contained on his or their part to be observed, performed, fulfilled and kept, according to the tenor, true intent and meaning thereof.

IN WITNESS, &c.

Note. If the award concern lands, &c. the lands must be specified.

 OF SURRENDERS BY DEED.

A SURRENDER by deed is the yielding up of an estate for life or years, to him who is next in reversion or remainder, whereby the estate for life or years may be drowned by mutual agreement between the parties.

To make a good surrender by deed, these things are required, viz. that the surrenderer must have an estate in possession in the land, &c. surrendered; the surrender must be made to him that hath the next estate in remainder or reversion without any estate coming between: and the surrenderee must have a greater estate in his own right, in the thing surrendered, than the surrenderer, *Co. Lit.* 338.

A Deed of Surrender to a Person having the Reversion in Fee.

K NOW all men by these presents, that I A. B. of for and in consideration of the sum of to me in hand paid by C. D. of the receipt whereof I do hereby acknowledge, *have* surrendered and yielded up, and by these presents *do* surrender and yield up unto the said C. D. his heirs and assigns, all that messuage [*Here describe the premises*] and the reversion and reversions, remainder and remainders, rents, issues, and profits of all and singular the said premises: *To have and to hold* the said messuage, &c. and all and singular other the premises above surrendered and yielded up, and every part and parcel thereof, with the appurtenances, unto the said C. D. his heirs and assigns to the only proper use and behoof of him the said C. D. his heirs and assigns forever. [*add covenant of warranty against heirs, &c. of surrenderer, & for further assurances.*]

In witness, &c.

A Surrender of a Term of Years.

TO ALL TO WHOM these presents shall come, A. B. of; &c. send greeting: WHEREAS C. D. of, &c. by his indenture of Lease as within mentioned, under his hand and seal, bearing date the day of for the considerations therein mentioned, DID lease and to farm let unto the said A. B. his executors, administrators and assigns, all that, &c. TO HOLD the said demised premises unto the said A. B. his executors, administrators and assigns, from the day of then last past, before the date of the said indenture of lease, for and during, and unto the full end and term of twenty-one years, from thence next ensuing, and fully to be complete and ended, AT AND UNDER the yearly rent of dollars, payable at the expiration of each year, for and during the said demised term of twenty-one years, the first payment commencing and to be made on, &c. as in, and by the said indenture of lease, relation being thereunto had, will more fully appear. AND WHEREAS there is yet to come and unexpired, of the said demised term of twenty-one years, the term of ten years. AND WHEREAS the said A. B. is minded to surrender and yield up the remainder of the said within mentioned term of twenty-one years, therein yet to come and unexpired, to the said C. D. who is entitled to the reversion of the said premises in fee; NOW KNOW YE, that I the said A. B. for and in consideration of the sum of of lawful money of to me in hand well and truly paid by the said C. D. at or before the sealing and delivery of these presents,

Ents, the receipt whereof I the said A. B. do hereby acknowledge, have granted, surrendered and yielded up, and by these presents, do grant, surrender and yield up, unto the said C. D. his heirs and assigns forever, the said premises; &c. above mentioned, and all the estate, right, title, interest, claim and demand whatsoever of me the said A. B. of, in and to the said premises, and every part thereof, with the appurtenances, so that neither I the said A. B. my executors, administrators or assigns, or any of them, shall or may have, claim, challenge or demand the said premises, or any part thereof, or any estate, right, title or interest, of, in or to the same; but shall and will at all times hereafter, of and from all right, title and interest, of and in the said premises, and every part thereof, be barred and for ever excluded by these presents: And I the said A. B. for myself, my heirs, executors and administrators, do hereby covenant, grant, promise and agree to and with the said C. D. his heirs and assigns, that he the said C. D. his heirs and assigns, shall and may at all times hereafter, peaceably and quietly enter into, have, hold, use, occupy, possess and enjoy all and singular the said premises above mentioned, and every part thereof, with the appurtenances, without the lawful let, suit, trouble, hindrance, molestation, interruption or disturbance of me the said A. B. my executors, administrators or assigns, or of any other person or persons claiming under me, them or any of them. [Add covenant for further assurance.] IN WITNESS, &c.

A Surrender or Declaration of Trust on a mortgaged Term.

WHEREAS in and by one indenture of demise, or bargain and sale, bearing date made or mentioned to be made between A. B. of of the one part, and C. D. of of the other part, the said A. B. for the considerations therein mentioned, did demise, grant, bargain and sell unto the said C. D. his executors, administrators and assigns, all those messuages, &c. [Here describe the premises mortgaged] to hold unto the said C. D. his executors, administrators and assigns, for the term of years from thenceforth next ensuing: In which said indenture was contained a proviso or condition to make the same defeasible and void on payment by the said A. B. to the said C. D. of the sum of of lawful money, &c. with legal interest for the same, at a certain day therein particularly mentioned, as in and by the said indenture of demise or mortgage, relation being thereunto had, may more fully and at large appear: Now know all men by these presents, that I the said C. D. do hereby signify and declare, that the said sum of so secured to be paid and payable out of the said mortgaged premises, as aforesaid, are the proper monies of E. F. of and that the name of me the said C. D. was only used in trust for the benefit and behoof of the said E. F. his executors, administrators and assigns, in the above in part recited indenture of demise or mortgage, and therefore in discharge of the said trust in me reposed, as aforesaid, I the said C. D. have, at the request of the said E. F. surrendered, assigned and set over, and by these presents, do grant, bargain, sell, assign and set over unto the said E. F. his executors, administrators and assigns, all the estate, right, title, interest, use, trust, benefit, claim and demand whatsoever, which I the said C. D. have, or may have or claim of, in or to the said messuages, &c. and other the premises, in and by the said in part recited indenture of demise or mortgage, granted to me as aforesaid, or of, or in any matter or thing in the said indenture mentioned or contained; so that neither I the said C. D. my executors, administrators or assigns, or any of us, at any time hereafter, shall or will ask, demand, claim or challenge, any interest, benefit, trust or privileges, in any respect or manner whatsoever, in or to the said above

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surrendered

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surrendered and assigned premises, or any part thereof, by reason, colour or means of the said in part recited indenture of demise or mortgage, or any covenant, proviso, matter or thing therein contained, or otherwise howsoever: but thereof & therefrom, and of and from all actions, suits and demands whatsoever, which I, my executors, administrators or assigns, or any of us, may have concerning the same, shall be wholly and entirely debarred.

In witness, &c.

A Declaration of a Trust on a mortgaged Term without Surrender.

WHEREAS in and by one indenture of demise or mortgage, bearing date and made or mentioned to be made between A. B. of of the one part, and C. D. of of the other part, the said A. B. for and in consideration of 1000 dolls. of lawful money of, &c. therein mentioned to be paid by the said C. D. to the said A. B. did demise, &c. [*Here go on and recite the mortgage as in the last surrender.*] to hold for a long term of years, defeasible on repayment by the said A. B. to the said C. D. of the said 1000 dolls. with interest on certain days therein mentioned, as in and by the said indenture may more fully appear: *Now know all men*, by these presents that I the said C. D. do hereby signify and declare that 300 dolls. part of the said 1000 dolls. are the proper monies of E. F. of and 200 dolls. more, other part of the said principal sum, are the proper monies of G. H. of And therefore the said C. D. doth hereby declare, grant and agree, that he the said C. D. his executors and administrators, shall and will from henceforth stand possessed of, and interested in the said mortgage and mortgaged premises, and every part thereof, in trust, as well for securing the payment of the said sum of 300 dolls. and interest to the said E. F. his executors, administrators and assigns, and the said sum of 200 dolls. and interest to the said G. H. his executors, administrators and assigns, as for securing the re-payment of the other 500 dolls. and interest to him the said C. D. his executors, administrators and assigns: And that neither he the said C. D. his executors nor administrators, shall or will assign, or in any wise vacate the said mortgage, or release the monies thereby secured, until the said E. F. shall be fully paid and satisfied the said 300 dolls. and interest, and the said G. H. shall also be fully paid and satisfied his 200 dolls. and interest.

In witness, &c.

A Declaration of Trust by way of Assignment.

THIS indenture made between A. B. of of the one part, and C. D. of of the other part. *Whereas* by one indenture, &c. [*Here recite the mortgage lease as in the foregoing.*] *Now this indenture witnesseth*, that the said A. B. doth hereby acknowledge and declare, that the sum of in the said in part recited indenture of mortgage mentioned, was all the proper money of the said C. D. and not any part thereof the money of the said A. B. and that the name of him the said A. B. was used therein, only in trust for the said C. D. his executors, administrators and assigns: And therefore the said A. B. in pursuance of the trust reposed in him, as aforesaid, by the said C. D. and also for and in consideration of the sum of one dollar to him in hand paid by the said C. D. on or before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, *hath* granted, bargained, sold, assigned, transferred and set over, and by these presents *doth* grant, bargain, sell, assign, transfer and set over unto the said C. D. his executors, administrators and assigns,

all

all and singular the said messuages, &c. and premises before mentioned, in and by the said in part recited indenture of mortgage granted, with their and every of their appurtenances; and also all the estate, right, title, interest, term of years, property, claim and demand whatsoever of him the said A. B. of, in or to the said premises, and every part and parcel thereof, together with the said in part recited indenture of demise or mortgage: *To have and to hold* the said messuage, &c. hereby granted and assigned, or mentioned or intended so to be, unto the said C. D. his executors, administrators and assigns, for and during all such term and estate as he the said A. B. hath or ought to have therein. And the said A. B. for himself, his heirs, executors and administrators doth covenant and grant, to and with the said C. D. his executors, administrators and assigns, that he the said A. B. hath not made, committed, acted or done, or caused or procured to be made, committed, acted or done, any act, matter or thing, whereby, or by reason or means whereof the said messuages, &c. and premises or any part thereof, are, may or can be charged or incumbered in title, charge, estate, or otherwise howsoever.

In witness, &c.

WARRANTS OF ATTORNEY:

Warrant of Attorney from several creditors of a person deceased, to bring actions, &c. and an appointment of a Cashier for raising and paying money to defray the expences.

WHEREAS A. B. late of, &c. deceased, died indebted to us whose names are here under subscribed and to several other persons, by bond, bill, note or otherwise: **KNOW ALL MEN** by these presents, that we the said creditors do hereby authorise, order, appoint and empower I. T. of, &c. to be our attorney, agent and lawful solicitor, and for us, and in our names, and on our behalf, to exhibit or prosecute one or more bills in the court of Chancery, against such person or persons as he shall be advised, for an equitable discovery and account of the estate and effects of the said A. B. which is, or are, or shall or may be liable to the payment of our said debts; and also in our names and on our behalf to commence or prosecute any action or actions, suit or suits, in law or equity, or otherwise, as he the said I. T. shall be advised, against any person or persons, whomsoever, who hath or have possessed, or shall possess himself or themselves of such estate and effects of the said A. B. in order to the recovery of the said debts; for the doing of which this shall be a sufficient warrant to the said I. T. And in order for the carrying on, and effectually prosecuting such suit or suits, action or actions, we the said creditors do hereby nominate, constitute and appoint W. W. of, &c. one of the said creditors, Cashier in that behalf, and do hereby also promise and agree to and with the said W. W. that on his giving ten days notice, in writing to each of us, we will from time to time, advance, pay and contribute to the said W. W. each of us in proportion to the amount of our respective demands, such sum and sums of money, at such times and places as he shall by such notice in writing appoint, as may be necessary for defraying all lawful and reasonable costs and charges of such suit or suits, action or actions, or which may arise by reason of the premises.

In witness, &c.

Warrant

Warrant or Power of Attorney, to receive dividends on, or to transfer Public Stock.

K NOW ALL MEN, &c. that I _____ of, &c. do hereby appoint _____ of, &c. my attorney, for me and in my name [*if for interest say*] to receive the dividend or dividends, which are or shall be payable according to law on the _____ day of, &c. on all [*if to transfer say*] to transfer, assign, sell and set over all or any part of [*or if a part only, say*] to transfer, &c. _____ dollars, part of] the stock standing in my name in the books of the treasury of the United States [*Or the Commissioners of Loans in the State of New-York*] with power also, one or more persons under him to substitute with like power; and to do all lawful acts requisite for effecting the premises; hereby ratifying and confirming all that my said attorney or substitute or substitutes shall do therein by virtue hereof. In witness whereof I have hereunto set my hand and seal the _____ day of _____ in the year _____

Scaled and delivered
in presence of _____

Be it known, That on the _____ day of _____ one thousand eight hundred _____ before me, J. H. W. one of the public notaries for the state of New-York, duly appointed and commissioned, residing in the third ward of the city of Albany, came A. B. within named, and acknowledged the above letter of attorney to be his act and deed. In testimony whereof, I have hereunto set my hand, and affixed my notarial seal, the day and year last aforesaid.

Warrant to vote by Proxy.

K NOW all men, &c. that I A. B. of, &c. do hereby substitute and appoint _____ C. D. of, &c. to be my proxy, for me, and in my name and behalf to vote at any election of Directors [*or Trustees, &c. as the proper file may be*] of the, &c. [*Describe the Bank, or Company, &c. by its corporate name or title*] and on all other matters which, at any regular meeting of the stockholders [*or as the case may be*] may properly come before them.

In witness whereof I have hereunto set my hand and seal, &c.
In presence of _____

Military Pensions.

The following Directions to Invalid Pensioners were issued from the War Office, in 1791.

PENSIONS payable every six months by loan officers in the respective states. First payment to be 4th September, 1791. Every application to be accompanied with the following vouchers:

1st. The certificate given by the state, specifying that the person possessing the same is in fact an invalid, and ascertaining the sum to which as such he is annually entitled.

2^d. An affidavit agreeable to the following form: A. B. came before me, one of the justices of the county of _____ in the state of _____ and made oath, that he is the same A. B. to whom the original certificate, in his possession, was given, of which the following is a copy [*the certificate given by the state to be recited*] that he served [*regiment, corps or vessel*] at the time he was disabled, and that he now resides in the _____ and county of _____ and has resided there for the last _____ years, previous to which he resided in _____

In _____

In case the invalid should apply for payment by attorney, the said attorney, besides the certificate and oath before recited, must produce a special letter of attorney, agreeable to the following form: I A. B. of county of and state of do hereby constitute and appoint C. D. of my lawful attorney, to receive in my behalf of my pension for six months, as an invalid pensioner of the United States, from the 4th day of March and ending the 4th day of September of the same year.

Signed and sealed, in presence of

Acknowledged before

Warrant of Attorney.

KNOW all men by these presents, That I A. B. of in the county of and state of an invalid pensioner of the United States of America, for divers good causes and considerations me hereunto moving, have made, ordained, constituted and appointed, and by these presents, do make, ordain, constitute and appoint C. D. of my true and lawful attorney, for me and in my name, to ask and receive from the secretary at war, or such other officer as is appointed for that purpose, such sum or sums of money as is or are due and owing unto me, for my pension as a on the invalid pension list of the United States of America, from the day of to the day of now last past, in virtue of the laws in such case made and provided [or if the invalid is specially named in any law, here insert the title of such law.]. With power also one or more attorneys under him to make and substitute, and to do all lawful acts requisite for effecting the premises; hereby ratifying and confirming all and whatsoever my said attorney or substitute or substitutes, shall do therein by virtue hereof. In witness whereof, I have hereunto set my hand and seal, the day of in the year of our Lord one thousand

Sealed, &c.

Acknowledgement.

I, personally came before me, E. F. Esquire, one of the justices of the peace of the county of A. B. the invalid pensioner within named, and acknowledged the above letter of attorney to be his voluntary act and deed. In testimony whereof, I have hereunto set my hand, this day of in the year of our Lord one thousand

Note: The periods at which half-yearly pensions become due, are the 5th March and 5th September. It is therefore proper to insert in the power, from the 5th March to the 4th September, or from the 5th September to the 4th March, as the case may be.

Sixth Section of an Act of Congress, "to provide for the Claims of Widows and Orphans, barred by the Limitations heretofore established, and to regulate the Claims to Invalid Pensions," passed 23d March, 1792.

Sec. 6. *And be it further enacted,* That from and after the passing of this act, no sale, transfer or mortgage of the whole or any part of the pension or arrears of pension, payable to any non-commissioned officer, soldier or seaman, before the same shall become due, shall be valid. And every person, claiming such pension, or arrears of pension or any part thereof, under power of attorney or substitution, shall, before the same is paid, make oath or affirmation before

sume

some justices of the peace of the place where the same is payable, that such power or substitution is not given by reason of any transfer of such pension, or arrears of pension, and any person, who shall swear or affirm falsely in the premises, and be thereof convicted, shall suffer, as for wilful and corrupt perjury."

OF WILLS AND TESTAMENTS.

A WILL, according to its common acceptation, is the declaration of a person's mind or intent, in relation to what he would have done after his death. The common law calls that a will, whereby lands or tenements are devised; but when it concerns only chattels, viz. *moveables* or *what is not inheritable*, it is called a testament; where lands are given by will, it is termed a devise; and where goods and chattels, commonly termed a personal estate, are bequeathed, it is called a legacy. *Godol. Orpb. Leg.* part 1. ch. 4.

Devises of lands, &c. must be in writing, signed by the devisor or person giving, generally called the testator, or some other person in his presence, and by his express direction; and must be attested and subscribed in the presence of such party by three or more credible witnesses. If a personal estate of above the value of seventy-five dollars be bequeathed by word of mouth, which the law calls a nuncupative will, it must likewise be done in the presence of three witnesses. See laws of New-York, 24 sess, ch. 9.

The Form of a Will, with the Devise of a Real Estate, Leasehold, &c.

THE Last Will and Testament of A. C. of, &c. I A. C. considering the uncertainty of this mortal life, and being of sound mind and memory, (blessed be Almighty God for the same) do make and publish this my last will and testament, in manner and form following (that is to say,) First, I give and bequeath unto my beloved wife J. C. the sum of *Item*, I give and bequeath to my eldest son G. C. the sum of *Item*, I give and bequeath unto my two younger sons J. C. and F. C. the sum of each. *Item*, I give and bequeath to my daughter-in-law, S. H. single woman, the sum of which said several legacies or sums of money I will and order to be paid to the said respective legatees within six months after my decease. I further give and devise to my said eldest son G. C. his heirs and assigns, all that my messuage or tenement, situated, lying and being in, &c. together with all my other freehold estate whatsoever, to hold to him the said G. C. his heirs and assigns for ever. And I hereby give and bequeath to my said younger sons J. C. and F. C. all my leasehold estate of and in all those messuages or tenements, with the appurtenances, situate, &c. equally to be divided between them. And lastly, as to all the rest, residue and remainder of my personal estate, goods and chattels of what kind and nature soever, I give and bequeath the same to my said beloved wife J. C. whom I hereby appoint sole executrix of this my last will and testament; hereby revoking all former wills by me made. In witness whereof I have hereunto set my hand and seal, the day of in the year of our Lord one thousand A. C.

Signed,

Signed, sealed, published and declared by the above named A. C. to be his last will and testament, in the presence of us who have hereunto subscribed our names as witnesses, in the presence of the testator.

R. S.
W. T.
T. W.

A Codicil to a Will, that is to say, a Supplement or Addition to it.

WHEREAS I A. C. of, &c. have made my last will and testament in writing bearing date, &c. [and have thereby, &c. &c.] **NOW I DO** by this my writing, which I hereby declare to be a codicil to my said will, to be taken as a part thereof, [WILL AND DIRECT, &c. &c.] **GIVE AND BEQUEATH** to my niece M. S. one gold watch, one large diamond ring, and one silver coffee-pot. And whereas in and by my last will and testament, I have given and bequeathed to my daughter-in-law G. H. the sum of I do hereby order and declare, that my will is that only the sum of be paid unto her in full of the said legacy I have as-forelaid given and bequeathed unto her; and that the remaining part of the said legacy be given and paid to my nephew E. G. And lastly, it is my desire, that this my present codicil be annexed to and made a part of my last will and testament, to all intents and purposes. In witness whereof I have hereunto set my hand and seal this day of &c.

A. C.

Signed, sealed, published and declared by the above named A. C. as a codicil to be annexed to his said last will and testament, in the presence of

R. S.
W. T.
T. W.

Clause concerning Disputes about any Gift or Bequest in a Will.

AND LASTLY, my express will and meaning is, and I do hereby order and appoint, that if any difference, dispute, question or controversy shall be moved, arise, or happen concerning any gift, bequest, matter, or thing in this my will given and bequeathed, express or contained, that then no suit or suits in law or equity or otherwise, shall be brought, commenced or prosecuted, for and concerning the same, but the same shall be referred wholly to the award, order and determination of my friends F. H. and R. D. both of, &c. and what they shall order, direct or determine therein, shall be binding and conclusive to all and every person and persons therein concerned.

Proviso that Sums advanced by Testator in his life time to children, shall be taken as part of Portion.

PROVIDED ALWAYS, and I do hereby declare, that in case I shall, in my life time, advance and pay to any of my children, either sons or daughters, any sum or sums of money for his or their benefit or advancement in the world, or otherwise, and shall signify the same in writing under my hand, THEN if any such sum or sums shall be equal to the share or shares of such child or children, respectively, of and in the premises, &c. by me hereby devised or bequeathed for their

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their respective benefits, such sum, or sums so paid or advanced, shall in that case be accounted in full satisfaction of the share or shares of such child or children respectively, in the said estate and premises; but if such advanced sum or sums shall be less than the share or shares of such child or children, respectively, of and in the said premises, &c. THEN such advanced sum or sums shall be accounted as part only, of the share or shares of such child or children therein, and in that case such child or children shall not receive or be entitled to any share or interest, of, or in such parts of the said premises, &c. which shall have been paid or advanced to him, her, or them, for the purposes aforesaid, until the other or others of such child or children shall have received as much of the said premises, &c. as shall make his, her, or their share or shares thereof equal to what shall have been so paid or advanced to or for the benefit, advantage and preferment of such child or children respectively; TO THE END and intent that the said premises may be equally divided among all such children, share and share alike.

Appointment of Guardianship.

AND I hereby commit the guardianship of all my children, until they shall respectively attain the age of twenty-one years, unto my said wife, during her life, if she shall so long continue my widow; and from and after her decease or second marriage, unto my trusty and much esteemed friend A. B. his executors and assigns: And do hereby declare that the expences of the maintenance and education of my said children, until they shall attain the age aforesaid, or become entitled to the sum or sums of money hereby provided for their benefits respectively, shall be paid and borne by my said wife, by and out of the monies and estate, given and bequeathed to her, in and by this my will:

Devise from a Husband to his Wife of an estate for life, in lieu of dower, Remainder to his children as tenants in common.

ITEM. I give and devise unto my said wife ALL that, my said messuage or tenement, with the appurtenances, situate, &c. with the lands and hereditaments thereunto belonging; and the rents, issues, and profits thereof, for and during the term of her natural life; and from and after the decease of my said wife I give and bequeath the said messuage or tenement, lands and hereditaments, unto such child or children, as I shall leave or have living at the time of my decease, and to their heirs and assigns for ever, as tenants in common, and if I shall have no such child, or children, &c. THEN I give and devise, &c. which said legacy given to my said wife as aforesaid, I hereby declare is intended to be, and is so given to her in full satisfaction and recompence of, and for her dower and thirds which she may, or can in any wise claim or demand out of my estate.

ITEM. I give and devise all the rest and residue of my estate, both real and personal (not herein before by me given and bequeathed) unto, &c.

THE
Clerk's Assistant,

PART II.

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PRACTICAL FORMS, &c.

Style of the Supreme Court of the State of New York.

PLEAS before the Justices of the people of the state of New-York of the Supreme Court of Judicature of the same people at the City Hall of the City of New-York of November term in the year one thousand eight hundred & three.

—Of the Courts of Common Pleas.

PLEAS, in the Court of Common Pleas held at Poughkeepsie in and for the County of Dutchess before the Judges and assistant Justices of the same Court on the second Tuesday in October in the year one thousand eight hundred & three:

—Of Mayors Courts.

PLEAS, in the Court of Common Pleas, called the Mayor's Court, held at the City Hall of the City of New-York, in and for the said City, before the Judges of the same Court, on &c.

Petition by an Infant to be admitted to sue by Prochein ami.

Supreme Court,

A. B. }

vs. }

G. H. }

TO the Honourable Morgan Lewis, Esq. Chief Justice of the Supreme Court of Judicature of the people of the state of New-York.

The petition of A. B. plaintiff in this cause, respectfully.

SHewETH,—

THAT your petitioner has, as he is advised, good cause of action against the above named G. H. for a breach of covenant, and that your petitioner has lately commenced an action in this court against the said G. H. for the same, but in regard that your petitioner is an infant under the age of twenty-one years, to wit, of the age of your petitioner, therefore, prays your Honor to admit him to prosecute the said action by E. F. of &c. your petitioner's next friend.

A. B.

Consent of Prochein ami.

I do hereby consent and agree, that the above named A. B. shall be at liberty to prosecute this action, by me as his next friend, according to the prayer of the above petition. Witness my hand, &c.

E. F.

Witness. C. D.

Affidavit of Signature, &c.

Supreme Court,

A. B. }

vs. }

G. H. }

C. D. of, &c. maketh oath and faith, that A. B. the above named plaintiff, did on the day of duly sign the petition hereto annexed in the presence of this deponent: and this deponent further saith, that at the same time he was present, and did see E. F. the person mentioned in the prayer of the said petition, duly sign the consent or agreement thereunder written, as the next friend of the said A. B.

Sworn, &c.

C. D.

Petition to admit an infant to defend by Guardian.

Supreme Court.

To &c. (as above)

The petition of G. H. the defendant in this cause, respectfully

G. H. }

vs.

A. B. }

SHWETH,

THAT an action of——, having been commenced in this court against your petitioner by the above named plaintiff, and your petitioner being under the age of twenty-one years, to wit, of the age of years, and having as he is advised and believes a good defence in said action.

Your petitioner therefore prays, that he may be admitted to appear and make his defence in the said action, by J. K. his guardian.

And your petitioner, &c.

G. H.

General admission to prosecute and defend as next friend and Guardian, &c.

E. F. is admitted to prosecute and defend for A. B. who is under the age of twenty-one years, all and all manner of actions, suits and controversies whatsoever, before the Justices of the people of the state of New-York, of the supreme court of judicature of the same people, as the next friend and guardian of the said A. B. during his minority.—Admitted the day of &c.

Petition to sue in forma Pauperis.

Supreme Court,

To the Honourable, &c. (as before)

The petition of A. B. plaintiff in this cause, respectfully

A. B. }

vs.

C. D. }

SHWETH,—

THAT the said defendant is justly indebted to your petitioner in the sum of— for the work and labour of your petitioner, done for the said defendant at his request; and your petitioner hath not, as yet, commenced any action against him for the same, being unable (or hath commenced an action against him for the same, but finds himself unable) to carry on the said cause, on account of his extreme poverty [as appears by the affidavit hereto annexed.]

Your petitioner, therefore, prays that he may be admitted to prosecute his said action, in forma pauperis, and that T. R. Esq. may be assigned to him as his attorney &c. to prosecute his said suit.

And your petitioner, &c.

A. K.

Certificate of Counsel thereon.

I humbly conceive that the above petitioner hath good cause of action against the above named C. D. and consent to be his attorney, &c.

T. R.

Affidavit in support of the above petition.

A. B. of &c. maketh oath and faith, that he is not worth twelve dollars and fifty cents (excepting his wearing apparels, and the matter in question in this cause)

Sworn, &c.

A. B.

Præcipe for Capias Bailable.

Dutchess County, sa. CAPIAS for John Doe, against A. B. Cafe for—
dollars upon promises (or as the action is) returnable on next.
—1803.

B. C. Atty.
Capias

Capias.

THE PEOPLE of the state of New-York, to the Sheriff of the County of Dutchess GREETING: We command you to take John Doe if he may be found in your bailiwick, and him safely keep, so that you may have his body before our Justices of our Supreme Court of Judicature at the City Hall of the City of Albany on the first Monday in February next, to answer unto A. B. of a plea of trespass: [and also, &c.*] And have you there then this writ—Witness, Morgan Lewis, Esq. our Chief Justice, at the City of New-York the twenty-sixth day of November, in the year one thousand eight hundred and three.

Fairlie & Bloodgood.

Præcipe for alias or pluries Capias.

Dutchess County, ss. *Alias (or Pluries) capias* for A. B. against C. D. &c. (as above)

THE PEOPLE of the state of New-York, &c. to the sheriff of, &c. We command you, as before (or, "as oftentimes before,") we have commanded you, to take, &c. (as above.)

Ac-etiam in assumpsit at the suit of executors.

And also to a bill of the said A. and B. as executors of the last will and testament of E. F. deceased; against the said C. D. for dollars, upon promises, according to the custom of our said court, before our said Justices, then and there to be exhibited.

The like at the suit of administrators.

And also to a bill of the said A. and B. as administrators of all and singular the goods, chattels, rights and credits, which were of E. F. deceased, at the time of his death, who died intestate, against the said C. D. for dollars, upon promises, according, &c.

The like at the suit of assignees of an insolvent.

And also to a bill of the said A. and B. as assignees of the estate and effects of E. F. an insolvent debtor, according to the force, form, and effect of the Statute in such case made and provided, against the said C. D. for dollars, upon promises, according to the custom, &c.

In Covenant.

And also to a bill of the said A. B. against the said C. D. for breach of covenant to the damage of the said A. B. of dollars, according to, &c.

In debt on Bond.

And also to a bill of the said A. B. against the said C. D. for dollars debt, according to the custom of &c.

* If defendant is to be held to bail insert here the proper "ac etiam" for the different forms of which, see this and following page.

In debt on Recognizance.

And also to a bill of the said A. B. against the said C. D. in a plea of debt on recognizance, according to the custom of &c.†

In debt on Statute.

And also to a bill, of &c. for dollars, in debt on Statute, according to the custom, &c.

In detinue.

And also to a bill of, &c. for detaining the goods and chattels (or "deeds and writings") of the said A. B. to the value of dollars, according to the custom, &c.

In Trover.

And also to a bill of &c. for converting and disposing of the goods and chattels of the said A. B. to the value of dollars, according, &c.

In Trespass de bonis asportatis.

And also to a bill of, &c. for taking and carrying away the goods and chattels of the said A. B. to his damage of dollars, according, &c.

In Trespass and Assault.

And also to a bill of, &c. for a certain trespass and assault, committed by the said C. D. on the said A. B. to his damage of dollars, according, &c.‡

In Trespass on Lands, &c.

And also to a bill of &c. for breaking and entering the close of the said A. B. and taking and carrying away his timber, goods and chattels to his damage of dollars, according &c.

In Crim. Con.

And also to a bill of, &c. for assaulting and having criminal conversation with E. the wife of the said A. B. to his damage of dollars, according, &c.

On a Bail Bond.

Instead of the clause of action, say, "to answer unto A. B. assignee of R. W. Esq. Sheriff of Dutchess County, according to the statute in such case made & provided, of a plea of trespass sepeately." [Com. Pleas, "of a plea of debt."] *Entry of capias on the roll, to save the statute of limitation and award of alias and pluries.*

Supreme Court.

PLEAS before the Justices of the People of the state of New-York, of the Supreme Court of Judicature of the same people, at the City Hall, &c. of—Term [*Term capias is returnable*] in the year, &c. Witness, Morgan Lewis, Esquire, Chief Justice.

Fairlie & Bloodgood.

State of New-York, *si.* The people of the state of New-York, sent to their sheriff of their writ close in these words, to wit, The People, &c. (here copy the *capias*) At which day before our said Justices of our said court, at the City-Hall of the city of, &c. comes the said A. B. in his proper person, and

† This must be inserted to give notice of cause of action, but does not hold to bail.

‡ The order of a Judge necessary to hold to bail in this action.

and offers himself against the said C. D. in the plea aforesaid; and the sheriff, to wit, sheriff of aforesaid, now here returns, that the said C. D. is not found in his bailiwick; and the said C. D. does not come: Therefore, as before, the said sheriff is commanded to take the said C. D. if he may be found in his bailiwick, and him safely keep, so that he may have his body before our said Justices, of our said supreme court of judicature, at the city-hall of, &c. on next to answer the said A. B. of the plea aforesaid, the same day is given to the said A. B. there &c. At which day, before our said Justices at, &c. comes the said A. B. in his proper person, and offers himself against the said C. D. in the plea aforesaid; and the sheriff of aforesaid, hath not sent the said writ to him in that behalf directed, nor hath he done any thing thereupon: Therefore the said sheriff is commanded, (as oftentimes before he hath been commanded) that he take the said C. D. if he may be found in his bailiwick, and him safely keep, so that he may have his body before our said Justices, of our supreme court of judicature, at the city-hall of, &c. on next, to answer the said A. B. of the plea aforesaid, the same day is given to the said A. B. there, &c.

Præcipe for an attachment of privilege.

Dutchess County, *vs.* Attachment of privilege for A. B. gentleman, one, &c. against C. D. (if bailable say "case for dollars upon promises," or *action is,*) returnable on next. A. B. in person.
—1803.

Attachment of privilege thereon.

THE PEOPLE &c. to the sheriff of greeting: We command you to attach C. D. if he shall be found in your bailiwick, and him safely keep, so that you may have his body before our Justices, of our supreme court of judicature, at the city-hall of the city of, &c. on the day of to answer A. B. gentleman, one of the attorneys of our said court, according to the liberties and privileges of the said court, for such attorneys and other officers of the aforesaid court, from time immemorial used and approved of in the same court, of a plea of trespass; ("and also," &c. insert the proper *ac. etiam* if bail is required,) and have you there then this writ. Witness, Morgan Lewis, Esquire, our Chief Justice at the city of the day of in the year Fairlie & Bloodgood.

Original Writts.

Præcipe for an original writ in case.

Dutchess County, *vs.* If A. B. make you secure &c. then put by gages and safe pledges, C. D. late of that he be before our Justices of our supreme court of judicature, at the city-hall of the city of on the day of, &c. to shew, for that whereas, &c. (here set forth the cause of action as in a declaration) to the damage of the said A. B. of as is said, &c.

Original writ thereon.

THE PEOPLE of the state of New York, to the sheriff of the county of GREETING: If A. B. shall make you secure of prosecuting his claim, then put by gages and safe pledges C. D. late of that he be before our Justices of our supreme court of judicature, at the City-Hall, of the city of on the day of, &c. to shew for that whereas, &c. (as in the præcipe, to the words "as it is said,") and have there the names of the pledges and this writ. Witness, John Lansing,

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 sing, jun. Esquire, our Chancellor of our said state, at the City of New-York,
 the day of in the year Kip, Clerk:
 J. A. Attorney.

Præcipe for an original writ in covenant.

Dutchess County, *vs.* Command C. D. late of that justly and without delay, he keep with A. B. the covenant (or covenants) made by the said C. D. with the said A. B. according to the force, form and effect of a certain indenture (or deed-poll, or as the case may be,) in that behalf made between them, as it is said; and unless he shall so do, and if the said A. B. shall make you secure, &c.

Original writ thereon.

THE PEOPLE of, &c. to the sheriff of the county of Dutchess, GREETING: Command C. D. late of that justly, and without delay, he keep with A. B. the covenant (or covenants) made by the said C. D. with the said A. B. according to the force, form, and effect of a certain indenture, (or deed-poll, &c.) in that behalf made between them as it is said; and unless he shall so do, and if the said A. B. shall make you secure of prosecuting his claim, then summon by good summoners the said C. D. that he be before our Justices, of our supreme court of judicature, at the City-Hall of the city of on the day of, &c. to shew wherefore he hath not done it; and have there the names of the summoners, and this writ. Witness, John Lansing, jun. Esquire, Chancellor, of &c. at the City of &c. the day of, &c. Kip, Clerk.

Præcipe for an original writ in debt.

vs. Command C. D. late of that justly and without delay he render to A. B. the sum of dollars of good and lawful money of the state of New-York, which he owes to and unjustly detains from him, as it is said, and unless he shall so do, &c.

Original writ thereon.

THE PEOPLE of, &c. to the sheriff of the county of, &c. GREETING: Command C. D. late of that justly and without delay he render to A. B. the sum of dollars lawful money of the state of New-York, which he owes to, and unjustly detains from him, as it is said; and unless he shall so do, and if the said A. B. shall make you secure of prosecuting his claim, then summon by good summoners, the said C. D. that he be before our Justices of our Supreme Court of Judicature, at the City-Hall of the city of on the day of, &c. to shew wherefore he hath not done it; and have there the names of the summoners, and this writ. Witness, John Lansing, jun. Esquire, Chancellor of &c. at the city of the day of, &c. Kip, Clerk.

Original writ in Detinue.

THE PEOPLE of the State of New-York, to the Sheriff of the City and County of New-York, Greeting:—Command B. W. that justly, and without delay, he render to A. B. sixteen certificates under the seal of the President, Directors and Company of the Bank of the United States of America, bearing date (here describe the certificates particularly) by each of which said certificates it appears, that the said A. B. is entitled to one share in the Bank of the United States of America, transferable at the said Bank by the said A. B. or his attorney, subject nevertheless, to the third and fourth payments due thereon, according

to the terms prescribed in the charter of the said Bank; which said certificate, the said B. W. doth unjustly detain from the said A. B. as is said, and unless he shall do so, and if the said A. B. shall make you secure of prosecuting his claim, then summon by good summoners, the said B. W. that he be before our Justices of our Supreme Court of Judicature, at the City-Hall of the City of New-York, on the . . . day of . . . next, to shew wherefore he has not done it, and have you there then the summoners and this writ.

Witness, John Lansing, jun. Esquire, our Chancellor at the City of New-York, the . . . day of . . .
H. M. Atty.

W. Ck.

Writ of Right.

THE PEOPLE of &c. by the grace of God free and independent, to the sheriff of the county of . . . GARRING: Command John Doe, that he justly and without delay render unto Richard Roe, two full and equal undivided third parts of one hundred acres of land, with the appertenances situate in the township of . . . in the county of . . . which he claims to be his right and inheritance, and whereof, he complains that the said J. D. unjustly despores him, and unless he shall so do, and if the said R. R. shall give you security of prosecuting his claim, then summon by good summoners the said J. D. that he appear before our Justices of our supreme court of Judicature, at the City-Hall of &c. on &c. to shew wherefore he has not done it. And have you there then the summoners and this writ. Witness John Lansing, jun. Esq. Chancellor, &c.

A. B. }
C. D. } Pledges, &c.

T. for demandant.

Return of non est inventus.

The within named A. B. is not found in my bailiwick.

The answer of R. W. Sheriff, &c.

Cepi corpus, et paratum habeo.

I have taken the within named A. B. whose body I have ready, as within I am commanded.

The answer, &c.

Cepi corpus as to one defendant and non est inventus as to another.

I have taken the within named C. D. whose body I have ready, as within I am commanded; but the within named E. F. is not found in my bailiwick.

The answer, &c.

Rescue.

By virtue of this writ to me directed, I [“made my certain warrant in writing under my seal of office to G. H. my bailiff, for this term only, to take and arrest the within named C. D.; by virtue of which warrant the said G. H.”] afterwards, and before the return of the said writ, to wit, on the . . . day of &c. last, at . . . in my county and within my bailiwick, took and arrested the within named C. D. according to the exigency of the said writ, and him safely kept in my custody [or if by bailiff “in his custody”] until E. F. of &c. and divers other persons to me [or “to my said bailiff,”] unknown, on &c. at aforesaid, with force and arms, assaulted and ill-treated me, (or “assaulted &c. my said bailiff,”) and the said C. D. out of my custody (or “out of the custody

Appearance.

of my said bailiff,") then and there rescued, and the said C. D. then and there with force and arms rescued himself, and escaped out of my custody (or "out of the custody of my said bailiff,") against the peace, &c. And afterwards the said C. D. is not found in my bailiwick. The answer, &c.

Discharge on supersedeas.

By virtue of &c. I took the within named G. D. and him safely kept in the common gaol, in and for the said county, until afterwards to wit, on &c. by virtue of a certain other writ of the said people to me directed, and to this writ annexed, I caused the said C. D. to be delivered out of the said gaol; wherefore I cannot have the body of the said C. D. before the said Justices of the said people at the day and place within contained, as within I am commanded. The answer, &c.

Languidus in prisona.

By virtue &c. I have taken the within named C. D. who remains in the prison of the said people, in and for the said county, under my custody, so weak and infirm, that without great peril and danger of his life, I cannot have his body before the said Justices of the said people, at the day and place within contained, as within I am commanded. The answer &c.

Notice of motion to set aside bail-bond and proceedings thereon, &c.

Supreme Court.

A. B.	}
ads.	
C. D.	

Take notice that this honorable court will be moved to-morrow, or so soon thereafter as counsel can be heard, to set aside the bail-bond assigned in this cause, and the proceedings thereon, on payment of costs to be taxed, and in the mean time that all proceedings be stayed. Yours, &c.

J. F. Pl'fi. Att'y.

G. H. Def'ts. Att'y.

*Appearance.**Form of endorsing appearance.*

I promise to appear at the return of the within writ, and pray the court to enter my appearance accordingly. A. B.

If by Attorney.

I promise to appear in behalf of the within named A. B. at the return, &c. and pray the court to enter such appearance accordingly.

C. D. Att'y, for &c.

Præcipe for appearance by original.

sa. The sheriff was commanded to take A. B. late of, &c. if &c. and him safely keep so that he might have his body before our Justices of our supreme court of Judicature, at the City-Hall, of &c. on the &c. to answer to C. D. of a plea, &c. (as in the *capias* to the words, "as it is said") and the said A. B. by E. F. his attorney, prays that his appearance thereupon may be recorded by the court here, and it is recorded, &c.

Special

Common bail piece.

Supreme Court,

Of May term in the year one thousand eight hundred and four.

_____ G. A. B. having been served with process, is delivered to bail, to John Doe of, &c, gentleman and Richard Roe, of the same place, yeoman, at the suit of C. D. of a plea of trespass on the cast.

_____ 1804.

H. W. Attorney,

If common bail be filed according to statute by plaintiff, these words to be written, on bail piece.
 "Filed according to statute."

Notice of bail being put in.

Supreme Court,

A. B. }
 ad. }
 C. D. }

Take notice that special bail was this day put in for the defendant, in this cause, before the Honorable, &c, and the names and additions of the bail are of &c. and John Doe, of the same place, yeoman. Dated, &c.

E. F. Att'y for Defendant;

To, Att'y for }
 Plaintiff. }

Entry of exception to bail.

I except against these bail,

R. S. Plaintiff's Att'y.

Notice of exception

Supreme Court,

A. B. }
 vs. }
 C. D. }

Take notice that I have excepted against the bail put in for the defendant, in this cause. Dated, &c.

R. S. Plaintiff's Att'y.

To Defendant's Att'y.

Notice

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Notice of justification by same bail.

Supreme Court.

A. B. }
ads. }
C. D. }

Take notice that the bail put in for the defendant, in this cause, and of whom you have already had notice, will, on next, justify themselves in open court, at the City-Hall of, &c. [or "before the Hon. Mr. Justice Kent, at &c."]
as good bail for the said defendant. Dated, &c. Yours, &c.

To Plaintiff's Att'y,

K. S. Defendant's Att'y.

Notice of adding bail and justifying.

Supreme Court.

A. B. }
ads. }
C. D. }

Take notice that C. F. of &c. will on next, be added to the bail already put in for the defendant, in this cause, and that he together with G. H. one of the bail already put in for the said defendant, and of whom you have before had notice, will at the same time, [or "that E. F. of &c. and J. K. of &c. will, on &c. be added to the bail already put in for the defendant, in this cause, and at the same time, will,"] justify themselves in open court, at the City-Hall of &c. as good bail for the said defendant. Dated, &c. Yours, &c.

A. B. Defendant's Att'y,

To Plaintiff's Att'y.

Rule for the allowance of bail.

A. B. }
ads. }
C. D. }

Upon reading and filing the affidavit of G. H. and on motion of E. F. attorney for the defendant in this cause, ORDERED, that the bail put in for the said defendant, who have justified themselves in court, be allowed:

Recognizance Record.

Supreme Court.—PLEAS before the Justices of the people of the state of New-York, of the Supreme Court of Judicature of the same people, at the City-Hall, of the city of of May term, in the year, &c. Witness Morgan Lewis, Esquire Chief Justice. Fairlie & Bloodgood.

BE IT REMEMBERED, that on the first Monday in May, in this same term, before the Justices of the people of the state of New-York, of the Supreme Court of Judicature of the same people, at the City-Hall of, &c. comes A. B. by his attorney, and brings into the said court, before the said Justices at the said people, now here, his certain bill against E. L. in custody, &c. of a plea of debt (or as plea is) and there are pledges for the prosecution thereof, to wit, John Doe, & Richard Roe; which said bill follows in these words, to wit, ———s, A. B. complains of E. L. &c. (copy the declaration to the end, omitting the pledges,)

And the said E. L. by his attorney, comes and defends the wrong and injury when, &c. And thereupon E. F. of, &c. and G. H. of,

Order for endorsing exoneretur.

The plaintiff not having appeared, and due proof having been made of the consent of his attorney thereto, as appears by the affidavit hereunto annexed, an exoneretur is to be endorsed on the bail piece accordingly. Dated &c.

R. H. &c.

Consent, &c.

Supreme Court.

A. B. }
adi. }
J. S. }

I hereby consent that an exoneretur be entered on the bail piece in this cause. Dated &c. H. B. Att'y for the Plaintiff.

Affidavit, &c.

J. T. I. being duly sworn deponeth that he saw H. B. the Att'y for the Plaintiff, sign the above consent. J. T. I.

Sworn, &c.

Notice to shew cause, &c.

[If notice be given to the opposite Att'y it is in the following form.]

Sir, Supreme Court. A. V. } In a plea of trespass on the case,
adi. }
J. J. }

By order of R. H. Esq. &c. take notice that the defendant hath on the prayer, and for the indemnity of his mancaptors, been committed to the custody of the sheriff of &c. at the suit of the plaintiff, in the plea above mentioned and that unless cause be shewn to the contrary by the plaintiff, before the said R. at on the day of an exoneretur will be endorsed on the bail piece accordingly. Dated &c. H. M. Att'y for mancaptors.

H. B. Att'y for plaintiff.

Affidavit, &c.

J. T. I. of &c. being duly sworn, maketh oath, that on the day of he the deponent served H. B. Esq. Att'y for the plaintiff, with a copy of the above notice. J. T. I.

Sworn, &c.

Order for endorsing exoneretur.

The plaintiff not having appeared and due proof having been made of the service of the above notice upon the plaintiff's Att'y, as appears by the affidavit hereunto annexed, an exoneretur is to be endorsed on the bail piece accordingly. R. H. &c.

Proceedings for the surrender of principal by bail, when the principal is at large.

1st. The bail piece as before.

Committitur.

The defendant is on the prayer, and for the indemnity of his mancaptors committed to the custody of the sheriff of &c. at the suit of the plaintiff, in the plea aforesaid. Dated &c. E. L. &c.

Acknowledgment by sheriff, &c.

I acknowledge that the defendant, in the plea within mentioned, is in my actual custody, in the goal of &c. and hath been delivered to, and received by me, by virtue of the foregoing commitment. Dated &c.

Witness, H. M.

P. C. sheriff of &c.

Affidavit

Rule, &c.

Affidavit, &c.

— G. H. M: subscribing witness to the above acknowledgment, and receipt, being duly sworn, maketh oath that he saw P. C. sheriff of &c. sign the same. Sworn, &c. H. M.

[Subsequent proceedings the same as above.]

Notice of render in discharge of bail.

Supreme Court.

A. B.

vs.

C. D.

"Take notice, that the above defendant did this day render himself, (or "was this day rendered") in discharge of his bail, at the suit of the above plaintiff, and was thereupon committed, by &c. to the custody of the sheriff of the county of &c. there to remain, &c. Dated, &c. Your's &c.

To Att'y, for Plaintiff.

E. F. Att'y for Defendant, (or "for bail" as case is.)

Affidavit of service of notice of render.

A. B.

vs.

C. D.

Supreme Court.

G. H. of &c. maketh oath, and faith, that he this deponent did on, &c. personally serve J. K. Esq. the plaintiff's attorney, with a true copy of the notice hereunto annexed, (if served on a clerk or servant,) by delivering the same to the clerk, &c. of the said &c. at his house in &c. Sworn, &c. G. H.

Rule to return writ.

A. B.

vs.

C. D.

On motion of E. F. attorney for the plaintiff in this cause, ORDERED, that R. W. Esq. sheriff of the county of &c. shall within twenty days next after service of notice of this rule, peremptorily return the writ of &c. issued between the parties; or that an attachment be issued against him.

Affidavit of service of rule to return writ, &c.

A. B.

vs.

C. D.

A. B. of &c. maketh oath, and faith, that he did on &c. personally serve R. W. Esq. sheriff of the county of &c. (or "I. F. who acts as under sheriff for the county of &c.") with a certified copy of the rule hereunto annexed: And this deponent further faith, that he, on &c. searched at the office of &c. at &c. for the return of the writ of &c. issued in this cause, but that no such writ was then filed there. A. B.

Sworn, &c.

Affidavit of service of Rule to bring in the body, &c.

Supreme Court.

A. B.

vs.

C. D.

E. F. of &c. maketh oath, and faith, that he this deponent did on, &c. personally serve R. W. Esq. sheriff of &c. (or "I. F. who acts as under sheriff of,")

of," &c. with a certified copy of the rule hereunto annexed : And this depon-
ment further saith, that no bail above has been put in for the defendant in this
cause, (or "that bail above has been put in, but that the same is not perfected.")
Sworn, &c. E. F.

Attachment against the Sheriff for not bringing in the body.

THE PEOPLE of &c. To the coroner of the county of GREETING :
We command you to attach R. W. sheriff of our said county so that you may
have him before our Justices of our supreme court of judicature, at the City-Hall
of &c. on &c. to answer to us for certain trespasses and contempts done and
committed in our said court, before our said Justices, and have you there then
this writ. Witness, &c. By the court.

Præcipe for habeas corpus cum causa.

ss. Habeas corpus for C. D. to do and receive, &c. returnable imme-
diately. E. F. Attorney.

Habeas corpus cum causa, to do and receive, &c.

THE PEOPLE of the State of New-York, by the Grace of God;
Free and Independent ;—To the sheriff of our county of Dutchess,
GREETING : We command you that you have the body of L. detained
in our prison under your custody, as it is said under safe and secure conduct,
together with the day and cause of his being taking and detained, by whatso-
ever name he may be called in the same, before the Hon. Smith Thompson,
Esq. one of our Justices of our supreme court of Judicature, at in the town
of in our said county of Dutchess, immediately after the receipt of this
writ, to do and receive all and singular those things which our said justice shall
then and there consider of him in this behalf; any have there then this writ.
Witness Morgan Lewis, Esq. our chief justice, at the city of New-York, the
day of in the year, &c.

Fairlie & Bloodgood.

If prisoner is confined on a charge of a criminal nature, endorse on Habeas
corpus after return, "By the Statute."

J. A. Attorney.

Habeas corpus ad respondendum.

THE PEOPLE, &c. To &c. GREETING : We command you that you have
the body of C. D. detained in our prison under your custody, as it is said, under
safe and secure conduct, together with the day and cause of his being taken and
detained, by whatsoever name he may be called in the same, before our Justices of
our Supreme Court of Judicature, at the city-hall of, &c. on &c. to answer A. B.
in a plea of trespass, and also to a bill of the said A. B. against the said C. D.
for dollars upon promises, according to the custom of our said court, before
our said justices, then and there to be exhibited; and further to do and receive
all and singular those things which our said court, before our said justices, shall
then and there consider of him in this behalf. And have you there then this
writ. Witness Morgan Lewis, Esq. our chief justice at, &c.

Fairlie and Bloodgood.

NOTE.—The bail-piece on *habeas corpus*, and *certiorari*, differ from that
on a *capias* only in this, that instead of "*cepi corpus*," say "delivered to bail
upon *habeas corpus*," &c. or "*certiorari*."

General Habeas corpus to remove a cause from Common Pleas, or Mayor's Court;

THE PEOPLE of &c.—To the Judges and Assistant Justices of our inferior Court of Common Pleas, in and for the county of Dutchess, [or “To the Mayor, Recorder and Aldermen of the city of” &c.] GREETING: We command you that you have the body of A. B. in our prison under your custody, detained as is said, at the suit of E. F. under safe and secure conduct, together with the day and cause of his being taken and detained, by whatsoever name he may be called in the same, before our Justices of our Supreme Court of Judicature at the City-Hall of the city of &c. on &c. to do and receive all and singular those things which our said Justices thereupon, then and there, in this behalf shall consider—and have you there then this writ. Witness, James Kent, Esquire, our Chief Justice, at the city of Albany, the day of in the year &c.
A. Att’y. Fairlie & Bloodgood.

Special Habeas Corpus to remove a cause from a Mayor's court, or Common Pleas, into the Supreme court.

THE PEOPLE of &c. To the Judges of our court of Common Pleas called the Mayor's court of the city of &c. [or “to our Judges and Assistant Justices of &c. see above,] GREETING: We command you that the body of R. F. in our prison, under your custody detained, as is said, under safe and secure conduct, together with the day and cause of his caption and detention by whatsoever name the said R. F. may be known in the same, you have before our Justices of our Supreme Court of Judicature, at the City-Hall of the city of on the day of &c. to answer to J. D. in a plea of trespass on the case (or whatever the plea may be) and further to do and receive all and singular those things which our said Justices against him then and there shall consider in this behalf, and have you there then this writ. Witness, &c.

H. M. Att’y.

F. & B.

Return to the above Habeas Corpus.

On the back of the writ must be endorsed, “the execution of this writ appears in a certain schedule to this writ annexed.” Per Curiam. B. Clk.

[Then on a piece of parchment which must be annexed to the writ, write this.]

W^here, the Judges of the Court of Common Pleas, called the Mayor's court of the city of [or “we, the Judges and Assistant Justices of the Inferior court of Common Pleas in and for the said county of”] mentioned in the writ to which this schedule is annexed, to the Justices of the Supreme Court of Judicature of &c. in the same writ named, do most humbly certify, that before the coming to us of the writ to this schedule annexed, to wit, on the day of [mentioning the day of the return of the writ on which the defendant was arrested in the lower court] in the year, &c. R. F. in the same writ named, was taken at &c. within the jurisdiction of this court, and there in the prison of the people of the state of New-York, under our custody, detained by virtue of a certain plant against him in the said court, levied at the suit of J. D. in a plea of trespass on the case, to the damage, &c. [pursuing the writ of the court below] and this is the cause of the caption and detention of the aforesaid R. F. the body of which said R. F. and the day and place in the said writ contained, we have ready, as by the same writ to us is commanded,

Per Curiam. B. Clk.

Rule on return of Habeas corpus.

A. B. }
 vs }
 C. D. } On motion of &c. ORDERED, That the defendant in this cause put in bail to the Habeas corpus, issued therein, within twenty days, or that a procedendo issue; and that he plead in twenty days after service of a copy of the declaration or judgment.

Procedendo on Habeas corpus.

THE PEOPLE of &c. to &c. GREETING: Although we lately by our writ commanded you that you should have the body of C.D. detained in our prison under your custody, as it was said, under safe and secure conduct, together with the day and cause of his being taken and detained, by whatsoever name the said C. D. might be called in the same, before the honorable Smith Thompson, Esquire, one of our justices of &c. at &c, immediately after the receipt of that writ, [or "before our Justices of our Supreme Court of Judicature at &c. on &c. to answer to J. D. in &c. and further" [to do and receive all and singular those things which our said Justice [or "our said Justices"] should then & there consider of him in that behalf: yet we being now moved with certain causes in our court before our said justices of our said Supreme Court of Judicature, command you & every of you, that in all complaints & suits against the said C.D. at the suit of A.B. in our court before you or any of you, levied or affirmed, or before you, or any of you now depending undetermined, you proceed with what speed you can, in such manner, according to the laws and customs of our said state of New-York, as you shall see proper, our said writ to you thereupon before directed to the contrary thereof in any wise notwithstanding. Witness, James Kent, Esquire, &c.

B. Att'y.

Fairlie & Bloodgood.

Certiorari to a Justice of the Peace, or an Alderman to remove his judgment, &c.
 THE PEOPLE of &c. to Esquire, one of our Justices, our peace, in and for our county of &c. to keep; and also, divers felonies, trespasses and other misdemeanours in the said county done and committed, to hear and determine, assigned, [or "To A. B. one of our Justices, our Peace in and for the city and county of New-York, to keep, assigned,] GREETING: We being willing for certain causes to be certified of a certain plaint lately levied in our court before you, without our writ, against at the suit of in a plea of trespass on the case, as is said, and of the process, proceedings, judgment and execution thereon, do command you that the plaint aforesaid, and also the proceedings & judgment aforesaid, with all things touching the same, as fully and amply as the same before you remain, by whatever names the parties may be called therein, before our Justices of our supreme court of judicature, at the city-hall of &c. on &c. you send openly and distinctly, under your seal, together with this writ, that we may further cause to be done thereupon, what it may appear of right ought to be done. Witness Morgan Lewis, Esq. &c. Fairlie & Bloodgood.

Certiorari to remove an indictment from the Quarter-sessions.

THE PEOPLE of &c. to the Justices of our General Sessions of the Peace for the city and county of GREETING: We being willing for certain causes, to be certified of a certain indictment before you, or either of you, in

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our General Sessions, for the keeping of the peace, held in and for our said city and county of lately found against R. F. for an assault and battery, and of a certain recognizance entered into by the said R. F. for his appearance before you at the said general sessions of the peace;—We command you, that the indictment and recognizance aforesaid, and also the orders, process, judgment and proceedings thereon, with all things touching the same, as fully & amply as the same remain before you, by whatsoever names the parties in the same are called, you do send distinctly and openly, before our Justices of our Supreme Court of Judicature, at the City-Hall of the city of on the day of next, together with this writ, that our said Justices may further thereupon cause to be done what of right ought to be done. Witness, &c.

H. M. Att'y,

B. Clk.

Return, &c.

ss. By virtue of a writ of the people of the State of New-York, hereunto annexed, and delivered unto me E. F. one of the Justices of the said people in the said writ named, this bill of indictment, whereof mention is made within the same writ, with all things unto the same bill of indictments belonging, to the people of the State of New-York, on at the day in the writ annexed mentioned, distinctly and openly, under my seal, I do hereby certify. In testimony whereof, I, the said E. F. to these presents have affixed my seal. Dated the day of in the year of our independence.

Procedendo on Certiorari.

THE PEOPLE of &c. To &c. GREETING: Whereas we, being willing, for certain causes, to be certified, as well of a certain plaint levied or affirmed in our court before you against C. D. at the suit of &c. of a plea of &c. as of the process and proceedings thereon, lately by our writ commanded you and every of you, that you should send the plaint aforesaid, with all things touching the same as fully and entirely as they remained in our court before you, by whatsoever names the parties might be called therein, before our Justices of our Supreme Court of Judicature at &c. on &c. together with that writ, that we might further cause to be done thereupon what should appear to our said Justices, of right, ought to be done: Nevertheless for certain causes, now specially moving us, in our said court, before our said Justices of our said supreme Court of Judicature, we command you, and every of you, that as well in the plaint aforesaid, in our said court before you, levied or affirmed, against the said C. D. at the suit of the said &c. in the plea aforesaid, as in the process and proceedings aforesaid thereupon, with what speed you can, you proceed, in such manner, according to the law and custom of our said state of New-York, as you shall see proper, our writ of certiorari aforesaid to you thereupon before directed, to the contrary thereof in any wise notwithstanding. Witness, James Kent, Esquire, &c.

Certiorari to remove a cause from an Inferior Court.

THE PEOPLE, of &c. to &c. GREETING: We being willing for certain causes, to be certified of a plaint levied in our court before you against C. D. at the suit of E. F. of a plea of &c, command you that you send to our Justices of our Supreme Court of Judicature, at the City-Hall of &c. on &c. the plaint,

aforesaid, with all things touching the same as fully and entirely as it remains in our court before you, by whatsoever names the parties may be called therein, together with this writ, that our said justices may further cause to be done thereupon what it may appear of right, ought to be done. Witness, James Kent, Esquire, &c. F. & B.

Justice's return to a Certiorari.

ss. I, E. W. Esquire, one of the justices of the peace of the people of the state of New-York, the peace of the said people in and for the county of to keep, and also divers felonies, trespasses and other misdemeanors in the said county done and committed, to hear and determine, assigned, in the writ of the said people hereunto annexed, to me directed, named, to the people of the state of New-York, do certify, that before the coming to me of the said writ, to wit, on &c. in the year of our Lord at the town of in the county of S. C. in the said writ named, came into the court of the said people, before me the said E. W. then being one of the justices of the peace for the said county of and then and there affirmed his plaint against S. T. in the said writ also named, in a plea of to his damages of twenty-five dollars or under, and prayed of me process against the said S. T. by whereupon at the prayer of the said S. C. and in pursuance of the act of the legislature of the state of New-York, entitled, "an act for the more speedy recovery of debts to the value of twenty-five dollars," passed the seventh day of April, one thousand eight hundred and one, I the said E. W. did issue a directed to any of the constables of the town of where the said S. T. then dwelt, thereby requiring the said constable to summon the said S. T. to appear before me at the dwelling house of H. S. in the town of aforesaid, on the day of then next, at o'clock in the noon of the same day, to answer the said S. C. in a plea of to his damage of twenty-five dollars or under, which said was then delivered to J. T. one of the constables of the said town of in the county aforesaid, who afterwards to wit, on the said day of in the said year of our Lord returned thereto that the same was duly & personally served on the said S. T. by reading the same in his hearing. On which said day of the said S. C. and the said S. T. appeared in their proper persons in the court of the said people, before me the said E. W. and thereupon the said S. C. complained against the said S. T. for this, viz. that whereas the said S. C. [*here insert the words of the declaration and plea as made before the justice*] and upon this the said S. C. in pursuance of the twelfth section of the said act, did demand of me the said E. W. that the said action should be tried by a jury; and upon such demand, I the said E. W. holding the said court for the trial of the said cause upon the said day of aforesaid, the town and in the county aforesaid, did issue a venire directed to any constable of the town of commanding him to summon twelve good and lawful men, being freeholders of the said town of in the county aforesaid, who should be in no wise of kin either to the said S. C. plaintiff, nor to the said S. T. defendant, and not interested in the said cause, to be & appear in the said court of the said people, before me the said E. W. at the dwelling house of the said H. S. in the town of aforesaid, on the day of then next, at o'clock in the noon of the same day, to make a jury for the trial of the same cause: which said venire was then and there delivered to J. T. one of the constables for the said town of to be executed according to law. And at the request of the said S. C. and by the consent of the said S. T. I adjourned the said court for the trial of

the said cause to the day of then next, at the dwelling house of the said H. S. in the town of aforesaid, at o'clock in the noon of the same day, and gave the said parties day to appear in the said court of the said people before me until the said day of on which said day of the said S. C. and S. T. appeared in their proper persons in the said court of the said people before me, viz. at the house of the said H. S. in the town of aforesaid. And the said J. T. did then and there make due return of the said venire, & annexed a pannel thereto containing the names of twelve freeholders; and the names of the persons so impannelled were written on several & distinct pieces of paper, as nearly of one size as could be, and were delivered to me the said E. W. by the said constable, rolled up as nearly as could be in the same manner, and put together in a box, and thereupon I the said E. W. did draw out six of the said papers, one after the other, on which the following persons were named, who did appear and were not challenged, and being approved of by me the said justice as indifferent between the said parties, were sworn well and truly to try the matter in difference between S. C. the plaintiff, and S. T. the defendant, and a true verdict to give according to evidence, viz. [*Here insert six jurors.*] And after the jury had been so sworn they did sit together, and did hear the proofs and allegations of the said parties, which were delivered in public in their presence. And the several witnesses introduced by the said parties were also sworn, as is also directed in and by the twelfth section of the said act. And after the said parties had finished their proofs and allegations, the said J. T. there being constable as aforesaid, was then and there sworn to attend the said jury, and to the utmost of his ability, to keep that jury together in some private and convenient place, without meat, &c. as is also directed in and by the said act. And the said jurors were then and there kept together and apart by themselves, in a private and convenient place, attended by the said J. T. the constable, until they had agreed upon their verdict; and when the said jury had agreed upon their verdict, they returned into the said court and delivered their said verdict to me the said justice, whereby they found that [*Here insert the verdict agreeably to the nature of the case*] And thereupon I the said E. W. did adjudge, consider and determine that the said S. C. should recover against the said S. T. the said sum of dollars by the said jury in form aforesaid assessed, and also costs of suit; the bill of which cost is annexed to the said writ of the said people. Given under my hand and seal at, &c. E. W. (l. s.)

Affidavit of delivery of a copy of a declaration against a prisoner.

Supreme Court,

A. B.

vs.

C. D.

G. H. Attorney &c. being duly sworn, saith, that he did, on the day of &c. deliver unto I. K. gaoler or keeper of the gaol of the people of the state of New-York, in and for the county of , a true copy of the declaration hereunto annexed; and the said gaoler or keeper then acknowledged to this deponent, that the said defendant was a prisoner in the said gaol; and this deponent further saith, that the said defendant was arrested (or charged in custody) at the suit of the said plaintiff, by virtue of a certain writ of *capias* (or, as case may be) issued out of this honorable court, and returnable before the delivery of the said declaration,

G. H.

Sworn, &c.

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his imprisonment as aforesaid, after the said judgment so as aforesaid obtained, according to the course & practice of our said court, and because the said A. B. hath come into our said court before our said justices and filed common bail in the said suit: Therefore we command you wholly to cease from further taking, attaching, imprisoning, or in any wise molesting the said A. B. on the occasion aforesaid; and if you have taken the said A. B. and detain him in prison on that occasion, and no other, that then without delay you cause him to be delivered out of the prison wherein he is so detained, as you will answer the contrary at your peril. Witness, &c.

Writ of Supersedeas of Execution.

THE PEOPLE of &c. to the sheriff of &c. GREETING: Whereas I. D. & R. R. lately in our supreme court of judicature, before the justices of the same court at &c. by bill without our writ & by the judgment of the said court recovered against C. D. for their damages which they had sustained by occasion of the non-performance of certain promises and undertakings made by the said C. D. to the said T. D. & R. R. whereof he is convicted, as appears of record, and by the heavy complaint of the said C. D. we have understood that in the record and process, and also in the rendering of the said judgment in the plea aforesaid, manifest error hath intervened to the grievous damage of the said C. D. and we being willing that the error thereof, if any there be, in due form may be corrected, and that full and speedy justice may be done to the said C. D. in this behalf, by our writ, have commanded our justices of our supreme court, that if judgment thereof be rendered then, the record and process aforesaid, with all things touching the same, to the President of our Senate, our Senators and Chancellor of our said state, at the next meeting whenever it shall be, distinctly and openly they should send; that the said record and process being inspected, we may further cause thereupon to be done what of right and according to the law & custom of our said state ought to be done: Therefore we command, that if before the receipt of this writ, you have not made execution of the said judgment, then you supersede entirely, as well from taking, arresting, or in any manner molesting the said C. D. by reason of the occasion aforesaid, as from taking the goods and chattels, lands or tenements of the said C. D. by occasion of the judgment aforesaid, until the plea upon our said writ for correcting error, depending undiscussed be fully determined. Witness, &c. M. K.

A. Attorney.

Capias in an action Qui tam.

THE PEOPLE of &c. to the sheriff of &c. GREETING: We command you to take A. B. if &c. and him safely keep, so that you may have &c. to answer unto C. D. who as well for us as for himself doth prosecute, of a plea of trespass, and also to a bill of &c. (as in common capias.)

Plaint in Mayor's Court.

City of New-York, ss. Pleas in the Court of Common Pleas called the Mayor's Court, held in and for the city of New York, at the City-Hall of the said city, before the Mayor, Recorder and Aldermen of the same city, on &c.

City of New-York, ss. To this court comes C. D. in his proper person, and complains against I. H. of a plea of trespass on the case, to his damage of dollars, and finds pledges to prosecute his said complaint against

the said I. H. to wit—John Doe and Richard Roe, and puts in his place A. B. his attorney, against the said I. H. in the plea aforesaid, and prays process thereof, to him in the said plea to be granted—and to him it is granted, &c.

*
Beginning of a bill against an Attorney.

Supreme Court. Of term, in the year &c.
 ————fs. A. B. complains of C. D. gentleman, one of the attorneys of the supreme court of judicature of the people of the state of New-York, being present here in court in his own person, of a plea of &c. For that whereas &c.

*
The like by one Attorney against another.

Supreme Court. Of term, &c.
 ————fs. A. B. gentleman, one of the attorneys of the supreme court of judicature of the people of the state of New-York, being present here in court in his own person, complains of C. D. gentleman, one other of the attorneys of the said court of the said people, being also here in court in his own person, of a plea of &c. For that whereas, &c.

*
The like when cause of action arises and bill is filed in vacation.

Supreme Court. Of term, &c.
 ————fs. BE IT REMEMBERED, That on the day of in the year &c. (day after cause of action accrued) A. B. brought into the office of the clerk of the supreme court of judicature of the people of the state of New-York, at the City-Hall of the city of &c. according to the course and practice of the said court, his certain bill against C. D. gentleman, one of the attorneys of &c. (as before) and filed the same bill as of term, in the year , which bill follows in these words, (that is to say) ————County, fs. A. B. complains of C. D. gentleman, one of the attorneys of &c.

*
Beginning of a Declaration by an infant.

———fs. A. B. by C. D. who is admitted by the court of the people of the state of New-York, now here, to prosecute for the said A. B. who is an infant within the age of twenty-one years, as the next friend of the said A. B. complains of E. F. being &c.

*
The like by an Executor in case.

———fs. A. B. executor of the last will and testament of John Doe, deceased, complains of C. D. being in custody, &c. For that whereas &c. (to the end of the declaration) to the damage of the said A. B. executor as aforesaid, of one hundred dollars, and therefore he brings suit, &c. And the said A. B. brings here into court the letters testamentary of the said John Doe, whereby it fully appears to the court here that the said A. B. is the executor of the last will and testament of the said John Doe, and hath the administration thereof, &c. (add pledges.)

*
The like by surviving Executor in case.

———fs. A. B. surviving executor of &c. complains of &c. (as before to the end of declaration) and the said A. B. brings into court here the letters testamentary of the said C. D. whereby it fully appears to the court here, that the said A. B. and one E. F. in the life-time of the said E. F. were the ex-
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executors of the last will and testament of the said C. D. and the said E. F. being now dead, the said A. B. is the surviving executor as aforesaid, and hath the administration thereof, &c.

The like against an Executor in debt.

—fs. A. B. complains of C. D. executor (or "surviving executor") of the last will and testament of E. F. deceased, being in custody, &c. of a plea that he render to him one hundred dollars of lawful money, of &c. which he unjustly detains from him—*For that whereas, &c.*

The like against Executors of an executrix, in case.

—fs. A. B. complains of C. D. and E. F. executors of the last will and testament of H. K. widow, deceased, who was in her life time, executrix of the last will and testament of T. K. her late husband, deceased, being in custody, &c. of a plea of trespass on the case—*For that whereas, &c.*

The like for husband and wife, when the wife was executrix, in debt.

—fs. John Stiles and Mary his wife, (which said Mary is the executrix of the last will and testament of Thomas Nokes, deceased) complain of Richard Roe, being in custody, &c. of a plea that he render to the said John and Mary his wife, executrix as aforesaid, one hundred dollars, of lawful money of &c. which he unjustly detains from them—*For that whereas, &c.*

And the said John and Mary his wife, bring into court here the letters testamentary, of the said Thomas Nokes, deceased, by which it sufficiently appears to the court here, that the said Mary is executrix of the last will and testament of the said Thomas Nokes, deceased, and hath the administration thereof, &c.

For an executor of an executor in debt.

—fs. John Denn, executor of the last will and testament of Richard Fenn, deceased, who was the executor of the last will and testament of James Stiles, deceased, complains of John Doe being in custody, &c. of a plea that he render to the said John Denn, executor as aforesaid, one hundred dollars, lawful money of &c. which he unjustly detains from him—*For that whereas, &c.*

And he brings into court here as well the letters testamentary of the said James Stiles, deceased, by which it appears to the court here, that the said Richard Fenn was the executor of the last will and testament of the said James Stiles, as also, the letters testamentary of the said Richard Fenn, deceased, by which it appears to the court here, that the said John Denn is the executor of the last will and testament of the said Richard Fenn, and hath the administration thereof &c. (*add pledges.*)

For a surviving executor in debt.

—fs. A. B. surviving executor of the last will and testament of C. D. deceased, complains of E. F. being in custody, &c. of a plea, that he render to the said A. B. surviving executor as aforesaid, one hundred dollars, lawful money of &c. which he unjustly detains from him—*For that whereas, &c.*

And he brings into court here the letters testamentary of the said C. D. deceased, by which it appears to the court here, that the said A. B. and G. H. in the life time of the said G. H. were executors of the last will and testament of the said C. D. and the said G. H. being now dead, the said A. B. is the surviving executor of the last will and testament of the said C. D. as aforesaid, and hath the administration thereof &c. (*add pledges.*)

Against

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Against a surviving executor.

_____fs. A. B. complains of C. D. surviving executor of the last will and testament of E. F. deceased, of a plea &c.

For an administrator against an administrator.

_____fs. John Stiles, administrator of all and singular the goods, chattels, rights and credits which were of Thomas Nokes, deceased, who died intestate, complains of John Doe, administrator of all and singular the goods, chattels; rights and credits which were of Richard Roe, deceased, who also died intestate, being in custody, &c. of a plea that he render to the said John Stiles, administrator as aforesaid, one hundred dollars of lawful money of &c. which he *unjustly detains* from him—*For that whereas, &c.*

And he brings into court here the letters of administration of the said Thomas Nokes, deceased, which sufficiently proves to the court here, the granting thereof in form aforesaid, to the said John Stiles, the date whereof is on the day and year in that behalf above-mentioned. (*add pledges.*)

For a surviving administrator against husband and wife, where she was administratrix, in case

_____fs. John Denn, surviving administrator of all and singular the goods, chattels, rights and credits which were of Richard Fenn, deceased, who died intestate, complains of Thomas Stiles, and Ann his wife, (which said Ann is the administratrix of all and singular the goods and chattels, rights and credits which were of John Roe her late husband, deceased, who died intestate) being in custody, &c.—*For that whereas, &c.*

And he brings into court here the letters of administration of the said Richard Fenn, deceased, which sufficiently proves to the court here, the granting thereof in form aforesaid, to the said John Denn and A. B. now deceased; and the said A. B. being now dead, the said John is the surviving administrator as aforesaid, the date whereof is on the same day and year in that behalf above-mentioned. (*add pledges.*)

For an executor and the husband and wife, co-executrix of an executor of the first testator.

_____fs. John Doe executor &c. of Richard Roe, deceased, and Thomas Nokes, and Ann his wife, (which said Ann is the co-executrix with the said John Doe, of the last will &c. of the said Richard Roe, who was the executor, &c. of James Stiles, deceased) complain of John Denn, being in custody, &c. in a plea that he render to them one hundred dollars of lawful money of &c. which he *unjustly detains* from them—*For that whereas, &c.*

And they bring into court here, as well the letters testamentary of the said James Stiles, deceased, by which the said Richard Roe appears to the court here, to be the executor, &c. of the said James Stiles, as also the letters testamentary of the said Richard Roe, by which the said John Doe and Ann Nokes appear to the court here, to be executors &c. of the said Richard Roe, and have the administration thereof, &c.

For an administrator during the minority of the executor against an administrator de bonis non.

_____fs. A. B. administrator of all and singular the goods, chattels, rights, and

and credits which were of J. K. deceased, with the will of the said J. K. annexed, during the minority of C. D. executor named in the last will and testament of the said J. K. complains of E. F. administrator of the goods, chattels, rights and credits which were of G. H. deceased, unadministered by K. L. deceased, who was administrator of all and singular the goods and chattels, rights and credits which were of the said G. H. deceased, who died intestate, being in custody, &c. *For that whereas, &c.*

And he brings into court here, the letters of administration of the said J. K. with the will annexed, which sufficiently proves to the court here, the granting thereof to the said A. B. during the minority of the said C. D. executor as aforesaid, and that he hath the administration thereof.

For an administrator de bonis non.

_____s. A. B. administrator of all and singular the goods, chattels, rights and credits which were of C. D. deceased, unadministered by E. F. deceased, who was administrator of the goods and chattels, rights and credits which were of the said C. D. complains of &c.

And he brings into court here the said letters of administration of the unadministered goods of the said C. D. deceased, which fully prove to the court here the granting thereof in form aforesaid, the date whereof is the same day and year in that behalf above mentioned.

For an administrator with the will annexed.

_____s. A. B. administrator of all and singular the goods and chattels, rights and credits, which were of C. D. deceased, with the will of the said C. D. annexed, complains of E. F. being in custody, &c. of a plea that he render to him the said A. B. administrator as aforesaid, one hundred dollars, of lawful &c. which he *unjustly detains* from him—*For that whereas, &c.*

And he brings into court here the letters of administration with the will annexed, of the said C. D. deceased, which sufficiently prove to the court here, the granting thereof in form aforesaid, the date whereof is the same day and year in that behalf above-mentioned.

Beginning of a declaration on a qui tam action.

_____County s. A. B. who sues in this behalf, as well for the people of the State of New-York, [or "for the poor of the town of Washington, in the county of _____aforesaid"] as for himself, complains of C. D. being in custody, &c. of a plea that he render to the said people, [or "to the poor of the town aforesaid,"] and to the said A. B. who sues as aforesaid, one hundred dollars of lawful money of &c. which he the said C. D. owes to, and unjustly detains from them—*For that whereas &c.* to the damage of the said A. B. who sues as aforesaid, of one hundred dollars, and therefore he brings suit, &c.

Form of declaration, suggesting the death of one of the plaintiffs after the writ sued out.

_____s. A. B. complains of C. D. being in custody &c. in a plea of trespass on the case—*For that whereas,* the said C. D. on the first day of January, in the year 1804, to wit, at _____, in the county of _____aforesaid, was indebted to the said A. B. and one C. H. his partner, (which said C. H. the said A. B. suggests to the court here, according to the form of the statute in such case made and provided, since the issuing of the writ of *capias* against the

said C. D. in this behalf, at the suit of them the said A. B. and C. H. to wit, on the first day of June, in the year aforesaid, at Poughkeepsie aforesaid, in the county aforesaid, died, and the said A. B. survived him, which the said C. D. doth not deny) in the sum of one hundred dollars of lawful money, &c.

Form of declaration against two defendants, where one dies after writ sued out and before declaration.

_____fs. A. B. complains of C. D. being in custody &c. of a plea that he render to the said A. B. one hundred dollars of lawful money of &c. which he owes to, and unjustly detains from him—For that whereas the said C. D. and one E. F. (which said E. F. the said A. B. suggests to the court here, according to the form of the statute in such case made and provided, since the issuing the writ of *capias* against them, the said C. D. and E. F. in this behalf, at the suit of the said A. B. to wit, on the first day of January in the year 1805, at Poughkeepsie, in the the said county of Dutchess, died, and the said C. D. survived him, which the said C. D. doth not deny) on the first day of May, in the year 1804, at the town of &c. by their certain writing &c.

Against an heir.

_____fs. A. B. complains of C. D. son and heir of E. D. his late father, deceased, being in custody &c. of a plea that he render to the said A. B. one hundred dollars of lawful money of &c. which he owes to, and unjustly detains from him—For that whereas, &c.

NOTE.—If heir and devisee be sued jointly, name one heir and the other devisee of the testator.

Against a prisoner in custody of the Sheriff.

_____fs. A. B. complains of C. D. being in custody of the sheriff of the county of _____, by virtue of a writ of the people of the state of New-York, commonly called a *capias*, issuing out of the Supreme Court of Judicature of the said people, before the Justices of the same court, against the said C. D. at the suit of the said A. B. and returnable before the said Justices at the City-Hall of &c. on &c. of a plea &c. For that whereas, &c.

Beginning of a Declaration at the suit of an Attorney.

Supreme Court. Of _____ term, in the year &c.

_____County, fs. A. B. gentleman, one of the attorneys of the supreme court of judicature of the people of the state of New-York, being present here in court in his own person, according to the liberties and privileges of the said court, for such attorneys and other officers of the court aforesaid, from time immemorial used and approved of in the same court, complains of C. D. in custody, &c. For that whereas, &c.

Form of declaration against two defendants where one is not taken.

_____fs. A. B. complains of C. D. and E. F. the said C. D. being in custody, &c. and the said E. F. being returned by the Sheriff of the county of &c. not found, &c. For that whereas &c.

Declaration against an Attorney for words, &c.

Supreme Court. Of _____ term, in the year &c.

Columbia County, fs. A. G. complains against R. C. gentleman, one of the attorneys of the court of &c. being present here in court in his own person, of a

plea of trespass on the case: For that whereas he the said A. G. now is a good, true, faithful and honest citizen of this state, and as such, from the time of his nativity hitherto, hath behaved and demeaned himself, and during all that time hath borne, and been held and esteemed, reputed, and taken to be a man of good name, fame, credit, reputation and conversation among all his neighbours and others, the good citizens of this state, and has hitherto lived and continued free, clear, innocent and wholly unsuspected of and from all kind of falsehood, perjury, and forswearing, and every other such heinous crime, and by reason thereof gained the good will and esteem of all his neighbours, and other good citizens of this state. And whereas he the said A. by reason of his good name and reputation at the time of speaking and publishing the several false, malicious and scandalous words herein after mentioned, and long before was, and still is employed and intrusted by the company of assurance in the office and business of their secretary, being an office and business of great credit and trust, at L. aforesaid, and whereas during the said time that the said A. was, and continued to be secretary to the said company as aforesaid, and before the speaking and publishing any of the false, malicious and scandalous words herein after mentioned, to wit, upon the day of in the year of &c. the said company exhibited their bill of complaint in this court of (the said court then and still being at in the county of) thereby complaining among other things, of and concerning a certain policy of insurance therein mentioned to be made and sealed, and executed by the said company to one R. C. for the insurance of one thousand pounds to the said R. C. deducting sixteen pounds *per cent*, in case of loss, upon a certain ship or vessel called the on a certain voyage therein mentioned, and also of a deviation of the said ship from the voyage thereby insured, whereby the said company, by their said bill alledged, that they were discharged from the said policy, and that the said ship was afterwards lost, notwithstanding which the said R. C. had commenced, and was prosecuting an action at law against them upon the said policy, the said company suggesting by their said bill, that their witnesses who could prove the said deviation (among other things) then lived and resided in parts beyond the seas, and that the said R. C. knew the same and thereby praying (among other things) a commission or commissions for the examination of their witnesses beyond the seas, touching the several matters in the said bill contained; and that all proceedings at law in the said action might be stayed till the return of the said commissioners by the injunction of the said court of and thereby prayed process of the said court against the said R. C. as by the said bill in now remaining filed in the said court of at aforesaid more fully appears. And thereupon the said A. afterwards, and pending the said suit in to wit, upon the day of in the year of &c. at aforesaid, came before A. A. then being one of the masters of the said court of and then and there made his affidavit in writing relating to and concerning matters material in the said suit in before him, and then and there took his corporal oath before the said master, that the contents of his said affidavit were true (the said master then and there having sufficient power and authority to administer the said oath to the said A. G.) And the said A. G. in and by his said affidavit made oath, That on or about (set it out verbatim to the end) yet the said R. C. well knowing the premises and greatly envying the happy state and condition of the said A. and contriving and maliciously intending not only to hurt, degrade, damnify and injure him the said A. in his good name, fame, credit and reputation, and to endeavour to have the said A. turned out of his said office of secretary, as aforesaid, but also wrongfully to subject him the said A. to the pains
and

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 and penalties by the laws and statutes of this state made and provided against any persons who commit wilful and corrupt perjury, afterwards, to wit, on the day of in the year of &c. at afore said, in a certain discourse which the said R. then and there had with divers worthy citizens of this state of and concerning the said A. and his having sworn the said affidavit in and concerning the said cause so depending in the same court of between the said company of *assurance*, plaintiffs, and the said R. C. defendant, produced to the said citizens then being present there a paper writing, alledging the same writing, to be a copy of the said affidavit so sworn by the said A. as afore said, and with a loud voice in their hearing, read the same, and then and there openly, publicly, falsely and maliciously said, related, and with a loud voice published these false, feigned, scandalous and opprobrious *English* words following of the said A. in the presence and hearing of those citizens (that is to say) he (meaning the said A.) has foresworn himself in this affidavit (meaning the said affidavit so sworn by the said A. as afore said) And afterwards, to wit, on the same day and year at L. afore said, in a certain other discourse which the said R. then and there had with divers other worthy citizens of this state, of and concerning the said A. and of his having sworn the said affidavit, he the said R. produced to divers other citizens then being present there, a paper writing, alledging the same writing to be a copy of the said affidavit sworn by the said A. as afore said, and with a loud voice in their hearing read the same, and then and there openly, publicly, falsely and maliciously said, related, and with a loud voice, published these other false, feigned, scandalous and opprobrious *English* words following of the said A. in the presence and hearing of those citizens (that is to say) he (meaning the said A. G.) is perjured in this affidavit (meaning the said affidavit whereof the writing produced as afore said, was by him alledged to be a copy.) And afterwards, to wit, on the same day and year at L. afore said in a certain other discourse which the said R. then and there had with divers other worthy citizens of this state of and concerning the said A. and the said affidavit, he the said R. openly, publicly, falsely and maliciously said, related, and with a loud voice published these other false, feigned, scandalous and opprobrious *English* words following of the said A. in the presence and hearing of those citizens (that is to say) he (meaning the said A.) has foresworn himself (meaning him the said A.) in (meaning the court of afore said.) And afterwards, to wit, on the same day and year at L. afore said, in a certain other discourse which the said R. then and there had with divers other worthy citizens of this state of and concerning the said A. and the said affidavit, he the said R. then and there openly, publicly, falsely and maliciously said, related, and with a loud voice published these other false, feigned, scandalous and opprobrious *English* words following of the said A. in the presence and hearing of those citizens (that is to say) he (meaning him the said A.) hath perjured himself (meaning him the said A.) in (meaning in the said court of) and I (meaning the said R.) will indict him (meaning the said A.) for the same. And afterwards, to wit, on the same day and year at L. afore said, in a certain other discourse which the said R. then and there had with divers other worthy citizens of this state of and concerning the said A. he the said R. then and there openly, publicly, falsely and maliciously said, related and with a loud voice published these other false, feigned, scandalous and opprobrious *English* words following of the said A. in the presence and hearing of those citizens (that is to say) he (meaning the said A) hath been guilty of perjury. And afterwards, to wit, on the same day and year at L. afore said, in a certain other discourse which the said R. then and there had with divers other worthy citizens
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of this state of and concerning the said A. he the said R. then and there openly publicly, falsely and maliciously said, related, and with a loud voice published these other false, feigned, scandalous and opprobrious *English* words following the said A. in the presence and hearing of those citizens (that is to say) I (meaning the said R.) have indicted him (meaning the said A.) for perjury. And afterwards, to wit, on the same day and year at L. aforesaid, in a certain other discourse which the said R. then and there had with divers other worthy citizens of this state of and concerning the said A. and the said affidavit, he the said R. then and there openly, publicly, falsely and maliciously said, related, and with a loud voice published these other false, feigned, scandalous and opprobrious *English* words following of the said A. in the presence and hearing of those citizens (that is to say) he (meaning the said A.) hath taken a false oath. And afterwards to wit, on the same day and year at L. aforesaid, in a certain other discourse which the said R. then and there had with one captain C. P. then being one of the directors of the said company of assurance, of and concerning the said A. and the said affidavit, he the said R. then and there openly, publicly, falsely and maliciously said, related, and with a loud voice published these other false, feigned, scandalous and opprobrious *English* words following of the said A. in the presence and hearing of the said C. P. (that is to say) what a villain your secretary (meaning the said A.) is? He (meaning the said A.) is perjured. What does the company (meaning the said company of assurance) give him (meaning the said A.) for swearing? What a villain of a (meaning the said A.) secretary, you (meaning the said C. P. and the rest of the directors of the said company) have got to perjure himself (meaning the said A.) Pray what does the company (meaning the said company of assurance) give him (meaning the said A.) to forswear himself (meaning the said A.) for them (meaning the said company)? And afterwards, to wit, on the same day and year at L. aforesaid, in a certain other discourse which the said R. then and there had, with divers other worthy citizens of this state of and concerning the said A. and the said affidavit, he the said R. then and there openly, publicly, falsely and maliciously said, related, and with a loud voice published these other false, feigned, scandalous and opprobrious *English* words following of the said A. in the presence and hearing of those citizens (that is to say) I (meaning the said R.) have indicted him (meaning the said A.) for perjury, and the indictment is settled by the best counsel in this state, and you (meaning those citizens then present) may tell him (meaning the said A.) so. By reason of speaking and publishing of which said several false feigned, scandalous and opprobrious *English* words the said A. is very much prejudiced, hurt and damnified in his good name, fame, credit and reputation, and is fallen into public scandal and infamy amongst his neighbours, and other good and faithful citizens of this state, insomuch that divers of those neighbours as aforesaid, to whom the innocence and integrity of the said A. were unknown, have always, from the time of speaking and publishing of the said several words, vehemently suspected the said A. to be a man who had committed perjury, and on that account have always from thence hitherto wholly refused, and still do daily more and more refuse to have any commerce or discourse with him, or have anything to do with him, as before they were accustomed to have. And the said A. says, that in order to clear his innocence in this behalf, he hath been forced to expend and lay out divers sums of money to the damage of him the said A. two hundred dollars; and thereupon he prays relief, &c.

A declaration, comprizing all the various counts ordinarily used in cases of indebitatus assumpsit, from which the practitioner may, in his discretion, select such as may best suit his particular case.

Supreme Court.

Of November term, in the year &c.

[*Indebitatus assumpsit, for work and labour by plaintiff and his servants, &c.*]

vs. John Denn complains of Richard Fenn, being in custody, &c.—
For that whereas the said Richard, on the day of in the year to wit, at in the said county of— [If in a county court “and within the jurisdiction of this court”] was indebted to the said John in dollars of lawful money of the state of New-York, for the work and labour, care and diligence of the said John, by him the said John, and his servants and with his horses and oxen, carts and carriages, before that time done, performed and bestowed in and about the business of the said Richard, and for the said Richard, and at his special instance and request; and being so indebted, he the said Richard, in consideration thereof afterwards, to wit, on the same day and year aforesaid, at aforesaid, in the county aforesaid [or “at the place and within the jurisdiction aforesaid,”] undertook, and then and there faithfully promised the said John to pay to him the said sum of money when he the said Richard should be thereto afterwards requested.

[*Quantum meruit.*] And whereas, afterwards, to wit, on the same day and year aforesaid at aforesaid, in the county aforesaid [or “at the place and within the jurisdiction aforesaid,”] in consideration that the said John, at the like request of the said Richard, had before that time, by himself and his servants, and with his horses, oxen, carts and carriages, done, performed, and bestowed, other his work and labour, care and diligence in and about other the business of the said Richard, and for the said Richard, he the said Richard, then and there undertook, and faithfully promised the said John to pay him so much money as he therefore reasonably deserved to have of the said Richard, when he the said Richard should be thereto afterwards requested; and the said John avers, that he therefore reasonably deserved to have of the said Richard, other dollars of like lawful money, to wit, at aforesaid, in the county aforesaid [or “at the place and within the jurisdiction aforesaid,”] whereof the said Richard afterwards, to wit, on the same day and year aforesaid, there had notice:

[—*For work and labour and materials found.*] And whereas, the said Richard, afterwards, to wit, on the same day and year aforesaid, at aforesaid, in the county aforesaid, [or “at the place” &c.] was indebted to the said John in other dollars of like lawful money, for other the work and labour, care and diligence of the said John, by him and his servants before that time done, performed and bestowed in and about other the business of the said Richard, for the said Richard, and at his like request, and also for divers materials and other necessary things, by the said John found, provided, used and applied, in and about that work, at the like request of the said Richard, and being so indebted, he the said Richard, in consideration thereof, afterwards, to wit, on the same day and year aforesaid, at aforesaid, in the county aforesaid [or “at the place” &c.] undertook, and then and there faithfully promised the said John, to pay him the said last mentioned sum of money, when he the said Richard should be thereto afterwards requested.

[*Quantum meruit.*] And whereas, afterwards, to wit, on the same day and year aforesaid, at aforesaid, in the county aforesaid, [or “at the place” &c.] in consideration that the said John, at the like request of the said Richard, had before that time by himself and his servants, done, performed, and bestowed other, his work and labour, care and diligence, in and about other

the business of the said Richard, and for the said Richard, and had before that time found and provided, used and applied divers other materials, and other necessary things, in and about that business, he the said Richard, then and there undertook, and faithfully promised the said John to pay him so much money as he therefore reasonably deserved to have of the said Richard, when he the said Richard should be thereto afterwards requested: and the said John avers, that he therefore reasonably deserved to have of the said Richard, other dollars of like lawful money, to wit, at aforesaid, in the county aforesaid [or "at the place" &c.] whereof the said Richard afterwards, to wit, on the same day and year aforesaid, there had notice.

[—For work and labour generally.] *And whereas* the said Richard, afterwards, to wit, on the same day and year aforesaid, at aforesaid, in the county aforesaid, [or "at the place" &c.] was indebted to the said John in other dollars of like lawful money, for other the work and labour, care and diligence of the said John, by him before that time done, performed and bestowed in and about other the business of the said Richard, for the said Richard, and at his like request, and being so indebted, he the said Richard, in consideration thereof, afterwards to wit, on the same day and year aforesaid, at aforesaid, in the county aforesaid, [or "at the place" &c.] undertook, and faithfully promised the said John to pay him the said last mentioned sum of money, when he the said Richard should be thereto afterwards requested.

[*Quantum meruit.*] *And whereas* afterwards, to wit, on the same day and year aforesaid, at aforesaid, in the county aforesaid, [or "at the place" &c.] in consideration that the said John, at the like request of the said Richard, had before that time done, performed, and bestowed, other his work and labour, care and diligence, in and about other the business of the said Richard, and for the said Richard, he the said Richard then and there undertook, and faithfully promised the said John, to pay him so much money as he therefore reasonably deserved to have for the same, when he the said Richard should be thereunto afterwards requested: and the said John avers, that he therefore reasonably deserved to have of the said Richard for the same, other dollars of like lawful money, to wit, at aforesaid, in the county aforesaid, [or "at the place" &c.] whereof the said Richard afterwards, to wit, on the same day and year aforesaid, there had notice.

[*For work and labour, &c. by an Apothecary.*]—*And Whereas*, the said Richard afterwards, to wit, on the same day and year aforesaid, at aforesaid, in the county aforesaid, [or "at the place" &c.] was indebted to the said John, (he the said John then and there, and for divers years then last past, being an apothecary, and the profession, art, and business of an apothecary, for all the time aforesaid, using and exercising) in other dollars of like lawful money for other the work and labor, care and diligence of the said John, by him before that time done, performed and bestowed, in and about the healing, and curing of the said Richard, and divers persons belonging to the said Richard's family, of divers diseases, wounds, sores, and maladies, under which they labored and languished, at the like request of the said Richard; and for divers medicines, medicinal potions, plasters, and other necessary things before that time found, provided and supplied, by the said John, on the occasion aforesaid, at the like request of the said Richard; and being so indebted, he the said Richard in consideration thereof, afterwards, to wit, on the same day and year aforesaid, at aforesaid, in the county aforesaid [or "at the place" &c.] undertook and faithfully promised the said John, to pay him the said last mentioned sum of money, when he the said Richard should be thereto afterwards requested.

Quan-

[Quantum meruit.] And whereas, afterwards, to wit, on the same day and year aforesaid, at aforesaid, in the county aforesaid; [or "at the place" &c.] in consideration that the said John (being an apothecary as aforesaid, and so using and exercising the said profession, art and business) as the like instance and request of the said Richard; had before that time done, performed, and bestowed, other his work and labor, care and diligence, in and about the healing and curing of the said Richard, and divers persons of his the said Richard's family, of divers other diseases, wounds, sores, and maladies under which they laboured and languished, and had also found, provided and supplied divers other medicines, medicinal potions, plasters, and other necessary things used and applied on the occasion aforesaid, at the like request of the said Richard, he the said Richard then and there undertook, and faithfully promised the said John, to pay him so much money as he therefore reasonably deserved to have for the same, when he the said Richard should be thereto afterwards requested: and the said John avers, that he therefore reasonably deserved to have of the said Richard, for the same, other dollars of like lawful money, to wit, at aforesaid, in the county aforesaid, [or "at the place" &c.] whereof the said Richard, afterwards, to wit, on the same day and year aforesaid, there had notice.

[—For work and labour as a Taylor.] And whereas, the said Richard, afterwards, to wit, on the same day and year aforesaid, at aforesaid, in the county aforesaid, [or "at the place" &c.] was indebted to the said John in other dollars, of like lawful money for other the work and labour, care and diligence of the said John as a taylor, by him the said John, before that time done, performed, and bestowed, in and about the business of the said Richard, and for the said Richard, and at his like request, and also for divers materials, and other necessary things found, provided, used and applied, by the said John, on that occasion, at the like request of the said Richard, and being so indebted, he the said Richard, in consideration thereof, afterwards, to wit, on the same day and year aforesaid, at aforesaid, in the county aforesaid, [or "at the place" &c.] undertook and faithfully promised the said John, to pay him the said last mentioned sum of money, when he the said Richard should be thereto afterwards requested.

[Quantum meruit.] And whereas, afterwards, to wit, on the same day and year aforesaid, at aforesaid, in the county aforesaid, [or "at the place" &c.] in consideration that the said John, at the like request of the said Richard, had before that time done, performed, and bestowed other his work and labour, care and diligence, as a taylor in and about other the business of the said Richard, for the said Richard, and at his like request; and had also at the like request of the said Richard, found, provided, used, and applied divers other materials, and other necessary things, in and about the said business, he the said Richard, then and there undertook, and faithfully promised the said John, to pay him so much money as he therefore reasonably deserved to have for the same, when he the said Richard should be thereto afterwards requested. And the said John avers, that he therefore reasonably deserved to have of the said Richard for the same, other dollars of like lawful money, to wit, at aforesaid, in the county aforesaid, [or "at the place" &c.] whereof the said Richard, afterwards, to wit, on the same day and year aforesaid, there had notice.

[—For meat, drink, &c. found and provided for an infant Son.] And whereas the said Richard, afterwards, to wit, on the same day and year aforesaid, at aforesaid, in the county aforesaid, [or "at the place" &c.] was indebted to the said John, in other dollars of like lawful money, for meat, drink, washing, lodging, books, and other necessary things found and provided by the said John, for

for the infant son of the said Richard, and at his like request, and being so indebted, he the said Richard, in consideration thereof, afterwards, to wit, on the same day and year aforesaid, at aforesaid, in the county aforesaid, [or "at the place" &c.] undertook and faithfully promised the said John, to pay him the said last mentioned sum of money, when he the said Richard, should be thereto afterwards requested.

[*Quantum meruit.*] *And whereas,* afterwards, to wit, on the same day and year aforesaid, at aforesaid, in the county aforesaid, [or "at the place" &c.] in consideration that the said John at the like request of the said Richard, had before that time found and provided for the said T. F. the infant son of the said Richard, other meat, drink, washing, lodging, books, and other necessary things, he the said Richard then and there undertook, and faithfully promised the said John, to pay him so much money, as he therefore reasonably deserved to have for the same, when he the said Richard should be thereto afterwards requested; and the said John avers, that he therefore reasonably deserved to have of the said Richard, for the same, other dollars, of like lawful money, to wit, at aforesaid, in the county aforesaid, [or "at the place" &c.] whereof the said Richard, afterwards, to wit, on the same day and year aforesaid, there had notice.

[—*For meat &c. found for the wife.*] *And whereas,* the said Richard, afterwards, to wit, on the same day and year aforesaid, at aforesaid, in the county aforesaid, [or "at the place" &c.] was indebted to the said John, in other dollars, of like lawful money, for meat, drink, washing, lodging, and other necessaries, by the said John, before that time, found and provided for Ann, the wife of the said Richard, at the like request of the said Richard; and being so indebted, he the said Richard, in consideration thereof, afterwards, to wit, on the day and year aforesaid, at aforesaid, in the county aforesaid, [or "at the place" &c.] undertook, and faithfully promised the said John, to pay him the said last mentioned sum of money, when he should be thereto afterwards requested.

[*Quantum meruit.*] *And whereas,* afterwards, to wit, on the same day and year aforesaid, at aforesaid, in the county aforesaid, [or "at the place" &c.] in consideration that the said John, at the like request of the said Richard, had before that time found and provided for the said Ann, the wife of the said Richard, other meat, drink, washing, lodging, and other necessaries, he the said Richard then and there undertook, and faithfully promised the said John, to pay him so much money as he therefore reasonably deserved to have, when he the said Richard should be thereto afterwards requested: And the said John avers, that he therefore reasonably deserved to have of the said Richard, other dollars of like lawful money, to wit, at aforesaid, in the county aforesaid, [or "at the place" &c.] whereof the said Richard afterwards, to wit, on the same day and year aforesaid, there had notice.

[—*For goods sold and delivered.*] *And whereas* the said Richard, afterwards, to wit, on the same day and year aforesaid, at aforesaid, in the county aforesaid, [or "at the place" &c.] was indebted to the said John, in other dollars, of like lawful money, for divers goods, wares and merchandizes, by the said John, before that time sold and delivered to the said Richard, and at his like request; and being so indebted, he the said Richard, in consideration thereof, afterwards, to wit, on the same day and year aforesaid, at aforesaid, in the county aforesaid, [or "at the place" &c.] undertook and faithfully promised the said John, to pay him the said last mentioned sum of money, when he the said Richard should be thereto afterwards requested.

[*Quantum meruit.*] *And whereas,* afterwards, to wit, on the same day and year aforesaid, at aforesaid, in the county aforesaid, [or "at the place" &c.]
in

In consideration that the said John, at the like request of the said Richard, had before that time, sold and delivered to the said Richard, divers other goods wares and merchandizes, he the said Richard, then and there undertook, and faithfully promised the said John, to pay him so much money as he therefore reasonably deserved to have for the same, when he the said Richard should be there-to afterwards requested: and the said John avers, that he therefore reasonably de-served to have of the said Richard, for the same; other dollars; of like law-ful money, to wit, at aforesaid, in the county aforesaid, [or "at the place" &c.] whereof the said Richard, afterwards, to wit, on the same day and year aforesaid, there had notice.

[—*For money laid out, expended and paid.*] *And whereas* the said Richard, afterwards, to wit, on the same day and year aforesaid, at aforesaid, in the county aforesaid, [or "at the place" &c.] was indebted to the said John, in other dollars, of like lawful money, for money by the said John, before that time laid out, expended, and paid for the said Richard, and at his like re-quest, and being so indebted, he the said Richard, in consideration thereof, after-wards, to wit, on the same day and year aforesaid, at aforesaid, in the county aforesaid, [or "at the place" &c.] undertook, and faithfully promised the said John, to pay him the said last mentioned sum of money, when he the said Richard, should be thereto afterwards requested.

[—*For money lent and advanced.*] *And whereas* the said Richard, afterwards, to wit, on the same day and year aforesaid, at aforesaid, in the county afo-re-said, [or "at the place" &c.] was indebted to the said John, in other dol-lars of like lawful money, for money by the said John, before that time lent and advanced, to the said Richard, and at his like request, and being so indebt-ed, he the said Richard, in consideration thereof, afterwards, to wit, on the same day and year aforesaid, at aforesaid, in the county aforesaid, [or "at the place" &c.] undertook and faithfully promised the said John, to pay him the said last mentioned sum of money, when he the said Richard should be thereto after-wards requested.

[—*For money had and received.*] *And whereas* the said Richard, afterwards, to wit, on the same day and year aforesaid, at aforesaid, in the county aforesaid. [or "at the place" &c.] was indebted to the said John, in other dollars, of like lawful money, for money by the said Richard, before that time had and received, to and for the use of the said John, and being so indebted he the Richard, in consideration thereof, afterwards, to wit, on the same day and year aforesaid, undertook, and faithfully promised the said John, to pay him the said last mentioned sum of money, when he the said Richard should be thereto after-wards requested.

[—*Upon an account stated.*] *And whereas* the said Richard, afterwards to wit, on the same day and year aforesaid, at aforesaid, in the county aforesaid, [or "at the place" &c.] accounted together with the said John, of and concerning, divers other sums of money, before that time due and owing from the said Rich-ard to the said John, and then being in arrear, and unpaid: and upon that account he the said Richard was then and there found in arrear and indebted to the said John, in another large sum of money, to wit, the sum of other dollars of like lawful money, and being so found in arrear and indebted, he the said Richard, in consid-eration thereof, afterwards, to wit, on the same day and year aforesaid, at afo-re-said, in the county aforesaid, [or "at the place" &c.] undertook and faithfully promised the said John, to pay him the said last mentioned sum of money, when he the said Richard should be thereto afterwards requested.

[*Common conclusion*] *Yet* the said Richard (although often requested, &c.) hath not yet paid the said several sums of money, or any part thereof, to the said John; but to pay the same, or any part thereof, to the said John, he the said

said Richard hath hitherto wholly refused, and still doth refuse, to the damage of the said John of dollars, and therefore he brings suit, &c. Pledges &c.

Declaration for the use and occupation of a house, &c.

vs. John Dorn complains of Richard Fenn, being in custody, &c. of a plea of trespass on the case—*For that whereas* the said Richard, on the day of in the year to wit, at in the said county of (or “at in the said county of and within the jurisdiction of this court”) was indebted to the said John in dollars, of lawful money of &c. for the use and occupation (if for a house) of a certain messuage or tenement, (or for lands) “of divers, to wit, one hundred acres of land,” (or if for rooms) “of certain rooms and apartments, to wit, two certain rooms in, and part and parcel of a certain messuage or tenement,” of the said John, situate and being at aforesaid, in the county aforesaid, (or “at the place and within the jurisdiction aforesaid.”) by him the said Richard, and at his request, and by the permission of the said John, for a long time, (to wit, for the space of &c.) before then elapsed, had, held, used, occupied, possessed, and enjoyed; and being so indebted, he the said Richard, in consideration thereof, afterwards, to wit, on the same day and year aforesaid, at aforesaid, in the county aforesaid, (or “at the place” &c.) undertook, and then and there faithfully promised the said John, to pay him the said sum of money, when he should be thereto afterwards requested: *And whereas*, afterwards, to wit, on the same day and year aforesaid, at aforesaid, in the county aforesaid, (or “at the place” &c.) in consideration that the said John, at the like request of the said Richard, had before that time permitted the said Richard, to have, hold, use, occupy, possess, and enjoy a certain other messuage or tenement, or “divers other, to wit, other one hundred acres of land,” &c. of him the said John, situate and being in aforesaid, in the county aforesaid, (or “at the place” &c.) and that the said Richard, according to that permission, had, held, used, occupied, possessed, and enjoyed the same, for a long time (to wit, for the space of &c.) before then elapsed, he the said Richard, then and there undertook, and faithfully promised the said John, to pay him so much money as he therefore reasonably deserved to have, when he the said Richard should be thereto afterwards requested; and the said John avers that he therefore reasonably deserved to have other dollars, of like lawful money, to wit, at aforesaid, in the county aforesaid, (or “at the place” &c.) whereof the said Richard afterwards, to wit, on the same day and year aforesaid, there had notice. *Ad id in infirmis comparasset, when proper, and common sensum.* Pledges, &c.

Declaration on a Promissory Note by Executor against an Executor.

vs. A. B. executor of the last will and testament of Richard Roe, deceased, complains of C. D. executor of the last will, &c. of John Doe, deceased, being in custody, &c. of a plea of trespass on the case. *For that whereas* the said Richard, in his lifetime, to wit, on the day of at in the said county of (“and within the jurisdiction of this court”) made his certain note in writing, commonly called a promissory note, his own proper hand being thereunto subscribed, bearing date the same day and year aforesaid, and then and there delivered the said note by the said John Doe, in his life time, and thereby, for value received, promised the said John, in his life time, to pay to him, the said John Doe, or order, the sum of dollars, of lawful money of &c. with the lawful interest thereof, on the day of &c. by reason whereof, and by force of the statute in such case made and provided, the said Richard, in his life time,

time, became liable to pay to the said John, in his life time, the said sum of money mentioned in the said note, according to the tenor and effect of the said note; and being so liable, he the said Richard, in his life time, in consideration thereof, afterwards, to wit, on the same day and year aforesaid, at aforesaid, in the county aforesaid, undertook and faithfully promised the said John, in his life time, to pay to him the said sum of money, mentioned in the said note, according to the tenor and effect of the said note. And whereas the said Richard, in his life time, afterwards, to wit, on the day of in the year aforesaid, at aforesaid, in the county aforesaid; (or "at the place and within the jurisdiction aforesaid,") was indebted to the said John, in his life time, in the sum of dollars, of like lawful money, by the said John, in his life time, before that time, paid, laid out, and expended, for the said Richard, in his life time, and at his special instance and request; and for other money by the said John, in his life time, before that time lent and advanced to the said Richard, in his life time, at his like request; and for other money by the said Richard, in his life time, before that time, paid and received, to and for the use of the said John, in his life time; and being so indebted, he the said Richard, in his life time, in consideration thereof, afterwards, to wit, on the same day and year aforesaid, at aforesaid, in the county aforesaid, (or "at the place" &c.) undertook, and then and there faithfully promised the said John, in his life time, to pay to him the said last mentioned sum of money, when he, the said Richard, should, afterwards, in his life time, be thereto requested: Yet the said John, in his life time, and the said C. D. executor as aforesaid, since his death, (although often requested &c.) have not, nor hath either of them, yet paid the said several sums of money, or any part thereof, to the said Richard, in his life time, or to the said A. B. executor of the said Richard, as aforesaid, since his death or to either of them, but the said John, in his life time, and the said C. D. executor as aforesaid, since his death, to pay the same to the said Richard, in his life time, or to the said A. B. executor of the said Richard, as aforesaid, since his death or to either of them, have, and each of them hath hitherto wholly refused, and the said C. D. executor of the said John, as aforesaid, still refuses to pay the same to the said A. B. executor as aforesaid, to the damage of the said A. B. executor as aforesaid, of dollars; and therefore he brings suit &c. And the said A. B. executor as aforesaid, brings into court here the letters testamentary of the said Richard, by which it appears to the court here that the said A. B. is executor of the last will and testament of the said Richard, and hath the administration thereof, &c. Pledged, &c.

Declaration in trover for a horse.

Is. A. B. complains of C. D. in custody &c. of a plea of trespass on the case, For that whereas the said A. B. on the day of in the year at in the said county of ("and within the jurisdiction of this court,") was possessed of a certain bay horse of the value of dollars, of lawful money of &c. as of his own proper goods and chattels; and being so thereof possessed, he the said A. B. afterwards, to wit, on the same day and year aforesaid, at the place aforesaid, the said goods and chattels out of his hands and possession casually lost; which said goods and chattels, afterwards, to wit, on the same day and year aforesaid, at aforesaid, in the county aforesaid, (or "at the place and within the jurisdiction aforesaid") came to the hands and possession of the said C. D. by finding: Yet the said C. D. knowing the said goods and chattels to be the property of the said A. B. and of right to belong and appertain to him, but contriving and fraudulently intending to deceive and defraud the said A. B.

in this particular, has not yet delivered the said goods and chattels, or any part thereof, to the said A. B. although often requested so to do, but the said C. D. afterwards, to wit, on the same day and year aforesaid, at aforesaid, in the county aforesaid, (or "at the place" &c.) converted and disposed of the said goods and chattels, to his own proper use, to the damage of the said A. B. of dollars, and therefore he brings suit, &c. Pledges &c.

—●●●—

Declaration on a penal bill by an administrator against an administrator.

— s. A. B. administrator of all and singular the goods and chattels, rights and credits, which were of John Doe, deceased, at the time of his death, who died intestate, complains of Richard Roe, administrator of all and singular the goods and chattels, rights and credits which were of Thomas Fenn, deceased, in custody &c. in a plea that he tender to him the said A. B. 100 dollars of lawful money of &c. which he unjustly detains from him: *For that whereas* the said Thomas in his life time, to wit, on the day of in the year at in the said county of ("and within the jurisdiction of this court,") by his certain bill obligatory, sealed with his seal, and to the court now here shewn, the date whereof is on the same day and year aforesaid, bound himself, his heirs, executors and administrators, unto the said John Doe, in the life time of the said John, in the said sum of 100 dollars, of lawful money as aforesaid, to pay or cause to be paid to the said John, in his life time, his executors, administrators or assignors, the sum of 50 dollars, of like lawful money, with lawful interest for the same, on or before the day of then next: And the said A. B. avers that the said Thomas, in his life time, or the said Richard after the death of the said Thomas, the said sum of 50 dollars, with the interest thereof, unto the said John, in his life time, or to the said A. B. after the death of the said John, (to which said A. B. administration of all and singular the goods and chattels, rights and credits, which were of the said John at the time of his death, after the death of the said John, to wit, on the day of in the year at aforesaid, in the county aforesaid, by C. D. Esquire, Surrogate of said county, to whom the commission of that administration did of right belong, was duly committed) or to either of them, did not pay or cause to be paid, on the said day of next following, after making the said bill obligatory, or at any other time whatsoever, but therein hath wholly failed: whereby an action accrued to the said John, in his life time, and to the said A. B. administrator as aforesaid, after the death of the said John, to demand and have of and from the said Thomas, in his life time, and of the said Richard, after the death of the said Thomas, the said 100 dollars as above demanded. Yet the said Thomas in his life time, and the said Richard after the death of the said Thomas, although often requested, &c. have not, nor hath either of them yet paid the said 100 dollars to the said John in his life time, or to the said A. B. administrator as aforesaid, after the death of the said John, or to either of them; but to pay the same to the said John in his life time, or to the said A. B. after the death of the said John, or to either of them, he the said Thomas, in his life time, and the said Richard, after the death of the said Thomas, have hitherto wholly refused and the same to pay to the said A. B. he the said Richard doth still refuse, to the damage of the said A. B. administrator as aforesaid, of 50 dollars, and therefore he brings suit, &c. And he brings into court here the letters of Administration of the said John Doe, deceased, which sufficiently prove to the court here, the granting thereof in form aforesaid, to the said A. B. the date whereof is on the same day and year in that behalf above-mentioned, &c. Pledges, &c.

Declaration in Trespass, quare clausum &c.

Supreme Court. Of term in the year of our Lord one thousand eight hundred and

_____fs. A. B. complains of C. D. in custody, &c. For this, that the said C. D. on the day of in the year of our Lord one thousand eight hundred and three, with force and arms, &c. the close of him the said A. B. situate in the town of Poughkeepsie, in the County of Dutchess aforesaid, broke and entered, and the grass of him the said A. B. then in the same close growing, to the value of Five Hundred Dollars, with his feet by walking, trod down and consumed—And also for this, that he the said C. D. afterwards, to wit, on the same day and year aforesaid, and at the place aforesaid, with force and arms, &c. in and from the close aforesaid, did dig, and a great quantity of earth and stone (to wit, five hundred loads of earth and five hundred loads of stone, also the property of the said A. B. then and there cast up, took and carried away, to the value of other five hundred dollars, whereby, he the said A. B. also, lost the profit of his ground aforesaid for a long time, and other outrages then and there committed against the peace of the people of the state of New York, and to the damage of the said A. B. of five hundred dollars, and thereupon he brings suit &c.

Pledges { J. D. J. A. Att'y.
R. D.

Declaration in Dower unde nihil &c.

Supreme Court. Of term, in the year of our Lord one thousand eight hundred and

_____fs. C. D. Widow, who was the wife of I. D. by A. B. her attorney, demands against R. R. the third part of one messuage, one barn, one stable, one dwelling house, one garden, one orchard, two hundred acres of land, one hundred acres of meadow, two hundred acres of wood, two hundred acres of pasture, in the township of W, in the county of &c. as the dower of the said C. D. of the endowment of the said I. D. deceased, her late husband, by the writ of the people of the state of New York, of dower whereof she hath nothing.

Pledges { J. D. A: B. Att'y.
R. R.

_____fs. C. D. Widow of I. D. puts in her place A. B. her attorney against R. R. in a plea of land.

Declaration in Ejectment.

Supreme Court. Of term in the year of our Lord one thousand eight hundred

_____fs. JAMES JACKSON complains of John Stiles, in custody, &c. for this, to wit, that whereas A. B. on the day of in the year at the town of in the said county of [“and within the jurisdiction of this court,”] had demised, set and to farm let, to the said James Jackson, one messuage or dwelling house, six hundred acres of arable land, six hundred acres of pasture land, six hundred acres of meadow land, six hundred acres of wood land, and six hundred acres of land covered with water, with the appurtenances, situate, lying and being in the town and county aforesaid. To have and to hold the said tenements, with the appurtenances, unto the said James Jackson and his assigns, until the full end and term of twenty-one years, from thence next ensuing, and fully to be complete and ended. By virtue

due of which said demise, the said James Jackson entered into the tenements aforesaid, with the appurtenances, and was possessed thereof, until the said John Stiles afterwards, to wit, on the day of in the year one thousand eight hundred and with force and arms, &c. entered in and upon the tenements aforesaid, with the appurtenances, in the possession of the said James Jackson aforesaid, and then & there ejected, expelled & amoved the said James Jackson from his said farm, his said term thereof being not yet ended, and kept out and still keeps out the said James Jackson, so ejected, expelled and amoved from his said possession, and then and there did other injuries to him, against the peace of the people of the state of New-York, and to the great damage of the said James Jackson; wherefore he says he is injured, and hath damage to the value of three hundred dollars; and therefore he brings suit, &c.

A. B. Att'y.

Pledges of prosecuting, *John Doe*
and *Richard Roe*.

James Jackson puts in his place his attorney, against in a plea of trespass and ejectionment.

Notice to Tenant.

To Mr. tenant in possession of the premises, in the foregoing declaration of ejectionment mentioned, or of some part thereof.

Sir,

I am informed that you are in possession of, or claim title to, the premises in this declaration of ejectionment mentioned, or to some part thereof, and I being sued in this action as a casual ejector, and having no claim or title to the said premises, do advise you to appear at the next supreme court of judicature, to be held for the state of New-York, at on the day of next, in person, or by some attorney of that court; and then and there, by rule of the same court, to cause yourself to be made defendant in my stead, otherwise I shall suffer judgment to be entered against me by default, and you will be turned out of possession. I am your loving friend,

JOHN STILES.

Notice of Rule in ejectionment to appear, &c.

Supreme Court.

James Jackson, Ex Dem. I. C.

vs.

John Stiles, E. S. Tenant.

Sir,

Take Notice that a Rule has been entered in the above cause, at the office of the Clerk of this Court, in the city of requiring the tenant in possession of the premises in the declaration of ejectionment in the above cause mentioned, or some part thereof, to appear and enter into the Consent Rule and plead in twenty days after the declaration in the same cause filed and notice of said rule or judgment. Dated the day of in the year &c.

Yours, &c.

B. Att'y for the Plaintiff.

To E. S. Tenant in possession of the premises in the Declaration of Ejectionment in the above cause mentioned or of some part thereof.

Affidavit of service of notice of Rule in ejection.

Supreme Court.

A. B. }
vs. }
C. D. }

G. H. being duly sworn faith, that he did, on the _____ day of &c. personally serve F. G. Esq. Attorney for the defendant in the above cause with a notice of which the above is a true copy. G. H.

Sworn, &c.

Affidavit of the Tenant's refusing to defend an Ejection, in order to have the Landlord admitted Defendant.

Supreme Court.

G. B. }
ad. }
N. N. }

T. D. of maketh oath, that he this deponent did, on the _____ day of _____ by the direction of N. B. landlord of the premises in question in this cause, apply to G. B. tenant in possession of the said premises, to know whether the said G. B. would appear and become defendant in this cause, or would permit the said N. B. to defend his title to the premises in the name of the said G. B. and this deponent at the same time shewed and offered to deliver unto the said G. B. a note undersigned by the said N. B. whereby the said N. B. promised to defend and keep the said G. B. harmless from all costs and charges in this cause; but the said G. B. told this deponent, that he would not appear and become defendant in this cause, or any ways concern himself therein. F. D.

Consent Rule.

Supreme Court.

Of _____ term, in the year &c.

_____s. Denn, on the demise of Smith, of four messuages, four barns, four stables, fifty acres of land, fifty acres of arable, fifty acres of pasture, twenty acres of wood, and twenty acres of underwood, with the appurtenances, situate in the town of _____ in the said county of _____

It is ordered, by consent of the attornies of both parties, that John Bull [the tenant or landlord, as the case is] be made defendant, in the stead of the now defendant Richard Fenn, and do appear forthwith at the suit of the plaintiff, and file common bail [if by original, leave out these words], and receive a declaration in an action of trespass and ejection, for the premises in question in this cause, and forthwith plead thereto, not guilty; and upon the trial of the issue,

confess lease, entry, and ouster, and insist upon the title only; otherwise, let judgement be entered for the plaintiff, against the now defendant Richard Fenn, by default; and if, upon the trial of the issue, the said John Bull shall not confess lease, entry, and ouster, whereby the plaintiff shall not be able further to prosecute his bill [or if by original his writ] against the said John Bull, then no costs shall be allowed for not prosecuting the same; but the said John Bull shall pay costs to the plaintiff in that case to be taxed. And it is further ordered, that if, upon the trial of the said issue, a verdict shall be given for the said John Bull, or it shall happen that the plaintiff shall not further prosecute his said bill [or writ], for any other cause than for not confessing lease, entry and ouster, then the lessor of the plaintiff shall pay to the said John Bull his costs in that behalf to be adjudged.

By the court.

O. P. for the lessor of the plaintiff.
I. M. for the defendant.

Notice of Rule to plead.

Supreme Court.

A. B. }
vs. }
C. D. }

SIR,

Take notice that a Rule hath been entered in the above cause, at the office of the Clerk of this court, in the city of _____ requiring the defendant to plead to the declaration filed in the said cause, in twenty days after service of a copy of the said declaration, and notice of the said rule, or judgment. Dated the day of _____

Your humble Servant,

C. R. Att'y for Plaintiff.

To J. B. Att'y for Defendant.

Notice of motion to set aside proceedings for irregularity.

Supreme Court.

A. B. }
ads. }
C. D. }

Take notice that this honorable court will be moved to-morrow, or so soon thereafter as counsel can be heard, to set aside all the proceedings in this cause for irregularity, and that all further proceedings, in the mean time, be stayed. Dated, &c. _____

Yours, &c,

A. Att'y for Defendant.

To F. G. Att'y. }
for Plaintiff. }

The like to stay proceedings till security be given for costs.

Supreme Court.

A. B. }
ads. }
C. D. }

Take notice that this honorable Court will be moved, &c. to stay all further proceedings in this cause, until security be given for the payment of costs. Dated &c. _____

Affidavit to obtain Leave to enter up a Judgment on an old Warrant of Attorney.

Supreme Court.

A. B. }
vs. }
C. D. }

A. B. of _____ and E. F. of _____ severally make oath and say, and first the said A. B. for himself saith, that the sum of 88 dollars part of the debt secured to be paid unto him this deponent, in and by one bond or obligation, in the penal sum of 180 dollars, bearing date the 8th day of September, in the year of our Lord 1770, entered into by the said defendant C. D. unto him this deponent, (and for which the deponent hath a warrant of attorney executed by the defendant, bearing even date with the bond aforesaid, to confess judgment thereon in this honorable court) is still due and owing unto him this deponent. And this deponent further saith, that the aforesaid C. D. is now alive, as this deponent verily believes, he this deponent having seen and discoursed with the said defendant on the first day of this instant May. And the aforesaid E. F. for himself saith, that he was present, and did see the said defendant C. D. duly execute the bond and warrant of attorney above mentioned: And further saith, that the name of E. F. subscribed as a witness to the said bond and warrant of attorney aforesaid, is of this deponent's own proper hand writing.

Sworn, &c.

A. B.
E. F.

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Confession of the action in assumpsit.

Supreme Court.

I. D. }
vs. }
C. B. }

I confess this action, and that the plaintiff hath sustained damages to the amount of _____ dollars, (the damages as laid in the declaration) besides his costs and charges, to be taxed; but no judgment to be entered up, or execution issued until, &c. in default of payment of the said sum of _____ dollars, being the real debt (or "damages") in this action, together with the said costs: And I do hereby agree that no writ of error shall be brought, nor bill in equity filed; and that in case the said Plaintiff shall enter up his judgment in default of payment as aforesaid, he shall be at liberty to levy the said sum of _____ dollars, together with the costs, sheriff's poundage, and all other incidental expenses. As witness my hand this _____ day of &c. I. D. Defendant.

The like in Debt.

I confess the debt in this cause, and that the plaintiff hath sustained damages to the amount of six cents, besides his costs and charges to be taxed &c. (as above)

The like relicta verificatione.

I do hereby agree to withdraw the plea (or demurrer) by me pleaded (or put in) in this cause; and do confess this action &c. or the debt therein &c. (as above.)

Notice of motion to set aside interlocutory judgment, &c. for irregularity.

Take notice that this honourable Court will be moved to-morrow, or so soon thereafter as counsel can be heard, to set aside the interlocutory judgment signed in this cause, and (if a writ of inquiry has been executed) the writ of inquiry executed thereon, for irregularity, with costs to be taxed; Dated &c.

Yours, &c.

A. Defendant's Att'y.

To &c. Plaintiff's Att'y.

Notice of executing a writ of inquiry.

Supreme Court,

A. B. }
vs. }
C. D. }

Take notice, that a writ of inquiry of damages in this cause, will be executed on &c. between the hours of _____ and _____ o'clock in the forenoon of the same day, at &c. in the county of _____ Dated at &c.

A. Plaintiff's Att'y.

To &c.

Notice of continuance.

Take notice, that I do hereby continue the notice of executing the writ of inquiry, given you in this cause, to the _____ day of &c. when the same will be executed between &c. Dated &c.

Yours &c.

B. Plaintiff's Att'y.

To &c. Defendant's Att'y.

Notice of countermand.

I do hereby countermand the notice of executing the writ of inquiry given you in this cause. Dated &c.

Writ of inquiry by bill.

THE PEOPLE of the State of New-York : To the Sheriff of Greeting : Whereas A. B. lately in our Court before our Justices of our Supreme Court of Judicature, at the City Hall of the city of &c. [or "in our court of common pleas before our Judges and Assistant Justices of our said court in and for the county of &c. by plaint &c."] by bill without our writ impleaded C. D. being in custody, &c. FOR THAT WHEREAS, &c. (here insert the declaration) to the damage of the said A. B. of dollars, as he said, and thereupon he brought his suit, &c. And such proceedings were thereupon had in our said court before our said Justices [or "before our said Judges" &c.] at the City-Hall of the city of aforesaid, that the said A. B. ought to recover against the said C. D. his damages on occasion of the premises : but because it is unknown to our said Justices [or "to our said Judges" &c.] what damages the said A. B. hath sustained by means of the premises aforesaid ; Therefore we command you, that by the oaths of twelve good and lawful men of your bailiwick, you diligently inquire what damages the said A. B. hath sustained, as well by means of the premises aforesaid, as for his costs and charges by him in and about his suit in this behalf expended ; and that you send to our said Justices [or "to our said Judges &c."] at &c. on &c. the inquisition which you shall thereupon take under your seal and the seals of those by whose oath you shall take that inquisition, together with this writ. Witness James Kent, Esquire, our Chief Justice of &c. at &c. Fairlie.

The like, in actions on bonds &c. for performance of covenants where, by statute, inquest is to be taken by a Judge at the circuit.

THE PEOPLE of &c. To the sheriff of, &c. greeting : Whereas A. B. lately in our court before our Justices of our Supreme Court of Judicature at &c. by bill, without our writ, impleaded C. D. being in custody &c. of a plea of debt on demand, for dollars, of lawful money of &c. upon and by virtue of a certain writing obligatory, in the penal sum of dollars, bearing date &c. and sealed with the seal of the said C. D. and such proceedings were thereupon had in our said court, before our said Justices, that it was afterwards considered by the same court, that the said A. B. ought to recover against the said C. D. his debt aforesaid, together with his damages by him sustained on occasion of the detention thereof, &c. whereof the said C. D. is convicted, as appears to us of record ; and thereupon the said A. B. according to the form of the statute in such case made and provided, suggested upon the roll whereon the said judgment so recovered against the said C. D. as aforesaid is entered, to the effect following, to wit ; that the said writing obligatory whereon the said judgment was so recovered against the said C. D. as aforesaid, was made and given by him the said C. D. under, and subject to a certain condition thereto subscribed, whereby, after reciting, &c. (stating the recital, if any, preceding the condition of the bond) it was declared, that if, &c. (reciting the condition) : And the said A. B. further suggested on the said roll whereon the said judgment so recovered against the said C. D. was and is so entered as aforesaid, that &c. (here state the suggestion of breaches, to the prayer of a writ of inquiry, and then proceed as follows ;) as we have received information from the said A. B. in our court before our said Justices : And the said A. B. having prayed our writ, to inquire of the truth of the aforesaid breaches of the said condition of the said writing obligatory, and to assess the damages which he hath sustained thereby : Therefore, according to the form of the statute in such case made and provided, we command

command you, our said Sheriff, that you cause to come before our said Justices or some or one of them, at a circuit court to be holden at
 in and for the county of on the day of next, twelve
 good and lawful men of your bailiwick, to inquire diligently on their oath of
 the truth of the premises, and to assess the damages which the said A. B. hath
 sustained by reason of the aforesaid breaches; and that you have on that day be-
 fore our said Justices, or some or one of them at the said circuit court, this writ:
 And we likewise command our said Justices, or Justice, at the said Circuit Court,
 to certify the inquisition then and there taken, to our said Supreme Court, at the
 City-Hall of the city of &c. on &c. together with the names of those by
 whose oaths such inquisition shall be taken. Witness, &c.

*The like where, by statute, the inquest is to be taken in the court where ac-
 tion is brought.*

[As in the last to the end of the recital, then proceed as follows]: Therefore, ac-
 cording to the form of the statute in such case made and provided, we command
 you, our said sheriff, that you cause to come before our said Justices at &c. on &c.
 twelve good & lawful men of your bailiwick to inquire diligently on their oaths of
 the truth of the premises, and to assess the damages which the said A. B. hath
 sustained by reason of the aforesaid breaches; and that you have on that day
 before our said Justices, this writ: Witness, &c.

—●●●—
Subpœna to appear on Inquiry.

THE PEOPLE of the state of New-York: To A. B. C. D. &c. Greet-
 ing: We command you, and each of you, that laying aside all and singular
 businesses and excuses whatsoever, you and each of you be and appear in your proper
 persons before G. H. Esquire, our sheriff of the county of &c. on &c. at
 &c. (according to the notice) then and there to testify the truth according to
 your knowledge, in a certain cause now depending in our &c. between E. F.
 plaintiff, and K. L. defendant, of a plea of &c. on the part of the plaintiff, on
 which our certain writ of inquiry of damages has been sent by us out of our said
 court, and directed to our said sheriff, and then and there in due form of law
 to be executed; and this, do not you, or either of you, omit under the penalty
 of two hundred and fifty dollars.

Failtie.

A. Att'y for Plaintiff.

—
Ticket for the foregoing Subpœna.

To Mr. D. D.

By virtue of a writ of Subpœna to you directed, and herewith shewn unto
 you, you are personally to be and appear before H. S. esquire, sheriff of
 on the day of at o'clock in the of the same day,
 at the dwelling house of in the then and there to testify the
 truth, according to your knowledge, upon a writ of enquiry of damages, then
 and there to be executed, in a certain cause now depending between A. B. plain-
 tiff and C. D. defendant in a plea of on the part of And this you are not
 to omit, upon pain of two hundred and fifty dollars. Dated the day of
 in the year of our Lord

Per curiam.

Demand

Demand of Oyer by Defendant.

Supreme Court.

A. B. }
ads. }
C. D. }

The defendant demands oyer and copy of the writing obligatory mentioned in the declaration in this cause, and the condition thereof (or, of the deed-poll, indenture, &c. mentioned in the declaration in this cause.) Yours, &c.

B. Att'y. for defendant.

To &c. Plaintiff's Att'y.

The like by Plaintiff.

The plaintiff demands oyer and copy of the deed of release, &c. mentioned in the plea in this cause.

Affidavit to change venue.

Supreme Court.

C. D. }
ads }
A. B. }

C. D. of &c. the above defendant, maketh oath and saith, that the plaintiff's cause of action (if any) arose in the county of L, and not in the county of M. (where the venue is laid) or elsewhere out of the said county of L.

Sworn, &c.

C. D.

Rule thereon.

C. D. } Upon reading the affidavit of the above defendant, and on motion of
ads. } &c. it is ordered, that the action be laid in the county of L.
A. B. }

Rule for bringing money into court.

A. B. } It is ordered, that the defendant have leave to bring into court—
ads. } dollars, and thereupon, unless the plaintiff shall accept thereof; with
C. D. } costs to be taxed, in full discharge of this suit, the said
dollars, shall be struck out of the declaration, and paid out of court to the plaintiff or his attorney; and upon the trial of the issue, the plaintiff shall not be permitted to give evidence for the said dollars. Upon the motion of &c.

Plea in abatement, of misnomer in defendant's Christian name.

Supreme Court,

Of term, in the year &c.

C. D. sued by the name of E. D.

And C. D. against whom the said A. B. hath exhibited his said bill by the name of E. D. in his own person comes

ads.

and says, that he was baptized by the name of C. to wit,

A. B.

at, &c. and by the Christian-name of C. hath always since his baptism hitherto been called and known; without this, that he the said C. D.

now is, or at the time of exhibiting the said bill was, or ever before had been, called or known by the Christian-name of E. as by the said bill is above supposed; and this he the said C. D. is ready to verify, wherefore he prays judgment of the said bill, and that the same may be quashed, &c.

C. D.

Affidavit

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Affidavit of the truth thereof.

New-York Supreme Court.

A. B.

ads.

C. D. sued by the name of
E. D. defendant.

C. D. of &c. the defendant in this cause, maketh oath and faith, that the plea hereunto annexed is true, in substance and matter of fact.

C. D.

Sworn, &c.

Plea of non assumpsit.

New-York Supreme Court.

Of term, in the year &c.

C. D. } And the said C. D. by his attorney, comes and defends
ads. } the wrong and injury when, &c. and says, that he did not undertake
A. B. } or promise, in manner and form as the said A. B. hath above there-
of complained against him; and of this he the said C. D. puts himself upon the
country, and the said A. B. doth the like &c.

Notice of set off for work and labour &c.

Sh,

Take notice, that the above-named defendant on the trial of this cause, will give in evidence and insist, that the above-named plaintiff before and at the time of the commencement of this suit, was and still is indebted to the said defendant, in the sum of dollars, of lawful money of &c. for the work and labour, care and diligence of the said defendant, by him the said defendant before that time done, performed and bestowed for the said plaintiff, and at his request; and for divers materials and other necessary things, used and employed in and about that work and labour, by the said defendant before that time found and provided for the said plaintiff, and at his like request; and for divers goods, wares and merchandizes, by the said defendant before that time sold and delivered to the said plaintiff, and at his like request; and for money by the said defendant before that time lent and advanced to the said plaintiff, and at his like request; and for other money by the said defendant before that time paid, laid out and expended for the said plaintiff, and at his like request; and for other money by the said plaintiff before that time had and received to and for the use of the said defendant; and that the said defendant will set-off and allow to the said plaintiff, on the trial of the said cause, so much of the said sum of dollars, so due and owing from the said plaintiff to the said defendant, against any demand of the said plaintiff to be proved on the said trial, as will be sufficient to satisfy and discharge such demand according to the form of the act in such case made and provided. Dated, &c.

Your's, &c.

G. H. defendant's Att'y.

To &c. plaintiff's att'y.

Plea of not guilty in trespass., &c.

New-York Supreme Court.

A. B.

ads.

C. D. }

And the said A. B. by E. F. his attorney, comes and defends the wrong and injury when &c. and says that he is not guilty of the premises aforesaid,
U in

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in manner and form as the said C. D. hath above, thereof complained against him and of this he puts himself upon the country, and the said C. D. doth the like &c.
E. F. Att'y for Plaintiff.

Nul tiel Record.

And the said A. B. by E. F. his attorney, comes and defends the wrong and injury when &c. and says that the said C. D. ought not to have, or maintain his action aforesaid thereof against him the said A. B. because he says that there is not any such record of the said judgment remaining in the said court of &c. at &c. aforesaid, as the said C. hath above thereof complained against him, and this he is ready to verify, wherefore he prays judgment if the said C. ought to have or maintain his aforesaid action thereof against him the said A. &c.

Replication that there is such record.

And the said C. as to the said plea of the said A. above pleaded in bar, says that he by any thing therein alledged, ought not to be barred, from having and maintaining his aforesaid action thereof against the said A. because he the said C. says that there is such a record of the said judgment remaining in the said court of &c. at &c. as he the said C. hath above, thereof complained against the said A. and this he the said C. is ready to verify by the said record, where, and in such manner as the said court here, shall order &c.

Plea of payment, in debt on a bond.

And the said T. D. by A. B. his attorney, comes and defends the wrong and injury, when, &c. and craves oyer of the said writing obligatory, and it is read to him &c. he also craves oyer of the condition of the said writing obligatory, and it is read to him in these words, to wit: *The Condition, &c.* which being read and heard, the said T. D. says, that the said E. F. ought not to have or maintain his aforesaid action thereof against him the said T. D. Because he says, that he the said T. D. on the said fifteenth day of November, mentioned in the said condition, to wit, at W. aforesaid, paid to the said E. F. the said sum of dollars, mentioned in the said condition, with lawful interest for the same, according to the form and effect of the aforesaid condition, to wit, at T. aforesaid; and this he is ready to verify; wherefore he prays judgment, if the said E. F. ought to have or maintain his aforesaid action thereof against him the said T. D. &c.

Replication to a plea of payment.

And the said A. B. by his attorney aforesaid, as to the said plea of the said T. D. by him above pleaded in bar, says that he, by any thing above therein alledged, ought not to be barred from having & maintaining his aforesaid action thereof against him the said T. D. because he the said A. B. says, that the said T. D. did not pay to the said A. B. the said sum of money in the said writing obligatory mentioned, or any part hereof, in manner and form as he the said T. D. hath above, in that behalf, in pleading alledged, and this he the said A. B. prays may be enquired of by the country; and the said T. D. doth the like &c.

E. F. Plaintiff's Att'y.

Non

Non est Factum.

New-York Supreme Court.

C. D. }
ads. }
A. B. }

And the said C. D. by E. F. his attorney, comes and defends the wrong and injury when &c. and says that he ought not to be charged with the debt aforesaid or any part thereof, by reason of the writing aforesaid in the said declaration mentioned; because he says that the said writing is not the deed of him the said C. D. as by the said declaration is above supposed; and of this he puts himself upon the country, and the said A. B. doth the like &c.

Plea puis darrien continuance at a circuit.

New-York Supreme Court.

C. D. }
ads. }
A. B. }

sa. And now at this day, that is to say, on &c. comes the said C. D. by R. H. his counsel, and says that the said A. B. ought not further to maintain this action against him the said C. D. because he says that after the day of last pass, from which day until the day of in term next, (unless the Justices of &c. or some, or one of them should sooner come, on &c. at &c. in the said county, of &c. according to the form of the act in such case made and provided, at a circuit court for the trial of all issues, joined in the said supreme court or in any other court, and brought into the said supreme court to be tried, and which are or may be triable in the said county of) the action aforesaid, is continued, to wit, on &c. at &c. the said A. B. by his deed dated &c. did release &c. (set forth the particular matter and conclude,) And this he is ready to verify, wherefore he prays judgment if the said A. B. ought further to maintain this action against him, &c.

Cognovit actionem.

New-York Supreme Court.

C. D. }
ads. }
A. B. }

And the said C. D. by E. F. his attorney, comes and defends the wrong and injury when &c. and says that he cannot deny the action aforesaid of the said A. B. (if in debt " nor but that the said writing obligatory in the said declaration mentioned is the deed of him the said C. D. nor but that he does owe to the said A. B. the said debt," or " but that he does owe and is indebted to the said A. B. to dollars," in manner and form, as by the said A. B. is above demanded,") nor but that he the said C. D. did undertake and promise in manner and form as the said A. B. hath above thereof complained against him, nor but that the said A. B. hath sustained damage by reason of the nonperformance of the said several promises and undertakings aforesaid, in the said declaration above mentioned to dollars and cents as by the said declaration is above demanded, &c.

E. F. Defendants Att'y.

The like relicta verifications.

And now at this day, to wit, on &c. of term, at &c. before &c. comes the said C. D. by his attorney aforesaid and relinquishing his plea, by him, in this behalf above pleaded, says that he cannot &c. (as before.)

Issue Roll, of the same term with the declaration.

New-York Supreme Court.

PLEAS before the Justices of the people of the state of New-York, of the Supreme Court of Judicature of the same people, at the City-Hall of the City of of term (always of the term in which issue is joined) in the year &c. Witness, James Kent, Esquire, Chief Justice.
Fairlie & Bloodgood.

—fs. A. B. puts in his place C. D. his attorney against G. H. in a plea of trespass on the case (or as plea is)

—fs. G. H. puts in his place E. F. his attorney (or if common bail be filed according to statute, "The said G. H. in person,") at the suit of the said A. B. in the plea aforesaid:

—fs. **BE IT REMEMBERED**, that on Monday in this same term (first day of the term of which issue is made up, unless the cause of action arose after that day in term, in which case the *memorandum* is special, and states the bill to have been exhibited on the day mentioned in the title of the declaration) before the Justices of the people of the state of New-York, of the Supreme Court of Judicature of the same people, comes A. B. by C. D. his attorney, and brings in to the said court, before the said Justices now here, his certain bill against G. H. in custody, &c. of a plea of trespass on the case upon promises (or "of a plea of breach of covenant;" or, "of a plea of debt," &c. as the case may be) and there are pledges for the prosecution thereof, to wit, John Doe and Richard Roe; which said bill follows in these words, that is to say:—County fs. A. B. complains of G. H. &c. (here copy the declaration to the end omitting the pledges, and proceed on a new line as follows.)

And the said G. H. by E. F. his attorney, comes and defends the wrong and injury when &c. and says that he did not undertake or promise in manner and form as the said A. B. hath above thereot complained against him, and of this he puts himself upon the country, and the said A. B. doth the like, &c.: Therefore let a jury thereupon come before the said Justices of the said people, at the City-Hall of the City of on the first Monday in February next, by whom &c. and who neither &c. to recognize, &c. because as well &c. the same day is given to the parties aforesaid at the same place. At which day, before the said Justices at &c. come the parties aforesaid, by their attorneys aforesaid, and the sheriff hath not sent the writ of the said people to him, in that behalf directed, nor hath he done any thing thereupon—Therefore, as before, let a jury thereupon come before the said Justices of the said people at the City-Hall of the city of &c. on the first Monday in May next, by whom &c. and who neither &c. to recognize &c. because as well &c. the same day is given to the parties aforesaid at the same place. At which day, before the said Justices, at the City-Hall of &c. come the parties aforesaid by their attorneys aforesaid, and the sheriff hath not sent the writ of &c. to him in that behalf directed, nor hath he done any thing thereupon—Therefore, as before, let &c. (in the same manner continue the cause down to the term preceding the circuit or sittings at which it is to be tried, then insert the continuance with

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with the nisi prout clause as follows :) Therefore as before, let a jury thereupon come before the said Justices of the said people, at the City-Hall of the City of &c. on the first Monday in August next, (unless the said Justices, or some, or one of them, shall sooner come on &c. (the day of the circuit or sittings) at (place of holding circuit) in the said county, according to the form of the act in such case made and provided, at a circuit court (or sittings) for the trial of all issues joined in the said supreme court, or in any other court, and brought into the said supreme court to be tried, and which are or may be triable in the said county of) by whom &c. and who neither &c. to recognize &c. because as well &c. the same day is given to the parties aforesaid at the same place.

The like when issue is joined of a term subsequent to the declaration.

New-York Supreme Court.

PLEAS before the Justices of the people of the state of New-York, of &c. (as before.)

Enter the warrants of attorney as above, then proceed with the memorandum as follows:

—(s. BE IT REMEMBERED that, in May term last past (term of which declaration is entitled; unless issue is made up more than four terms after the declaration, then instead of "last past," say "in the year one thousand" &c.) before the Justices of the people of the state of New-York of the supreme court of Judicature of the same people, at the City-Hall of the City of came A. B. by E. F. his attorney, and brought into the said court of the said people before the said Justices then there his certain bill against C. D. in custody, &c. of a plea of trespass and assault; (or in detinue "of a plea of detaining the goods and chattels of the said A. B." or, "of a plea of trespass," &c. as the plea is) and there are pledges for the prosecution thereof, to wit, John Doe and Richard Roe, which said bill follows in these words, that is to say:

—County, vs. A. B. complains of C. D. &c. (here copy the declaration to the end, omitting the pledges, and proceed on a new line as follows:)

And now at this day, that is to say, on the second Monday in November of this same term of November, until which day the said C. D. had leave to answer to the said bill, and then to answer the same, before the said Justices of the said people, at the City-Hall of the City of &c. came, as well the said A. B. by his attorney aforesaid, as the said C. D. by his attorney; and the said C. D. by his attorney aforesaid, defends the wrong and injury when &c. and says &c. (here copy the pleadings in their order, beginning each with a new line :) Therefore let a jury thereupon come, &c. (as before.)

Award of Venire when there are several issues.

Therefore, as well to try this issue, as the said other issue (or "issues") above joined between the parties aforesaid, let a jury thereupon come, before, &c.

The like when there are several issues in fact and in law.

And, as well to try the said issue (or issues) above joined between the parties aforesaid, to be tried by the country, as to inquire what damages the said A. B. hath sustained by reason of the premises, whereof the said parties have put themselves upon the judgment of the court, if judgment shall happen to be thereupon given for the said A. B. against the said C. D. let a jury thereupon come, &c.

The like when several defendants plead separately.

Therefore, as well to try this issue, as the said other issue (or issues) above joined between the said A. B. and the said E. F. let a jury thereupon come, &c.

Entry and award of venire, where there are several defendants, one of whom pleads, and another, lets judgment go by default.

(After copying the pleadings to issue, proceed as follows :) And the said E. F. in his own person, comes and defends the wrong and injury when &c. and says nothing in bar or preclusion of the said action of the said A. B. whereby the said A. B. remains therein undefended against the said E. F. wherefore the said A. B. ought to recover against the said E. F. his damages, by reason of the premises: But because it is unknown to the said court here what damages the said A. B. hath sustained by reason thereof; and because it is also at present unknown to the said court here, whether the said C. D. will be convicted of the premises upon which the said issue is above joined between the said A. B. and the said C. D. or not; and because it is convenient and necessary that there be but one taxation of damages in this suit; Therefore let the giving of judgment in this behalf against the said E. F. be stayed until the trial or determination of the said issue above joined between the said A. B. and the said C. D. And as well to try the said issue above joined between the said A. B. and the said C. D. as to inquire against the said E. F. what damages the said A. B. hath sustained in this behalf, let a jury thereupon come &c.

Suggestion of the death of one of the plaintiffs, after the issuing out of the capias ad respondendum and before declaration.

New-York Supreme Court.

Of term, in the year &c.

—s. C. D. was impleaded at the suit of A. B. and E. F. of a plea of &c. and thereupon the said A. B. by G. H. his Attorney, comes and gives the court here to understand and be informed, that since the suing out of the capias ad respondendum in this cause, and before this day, to wit, on &c. the said E. F. died, to wit, at &c. and the said A. B. there survived him, which the said C. D. does not deny, but admits the same to be true; and hereupon the said A. B. by his Attorney aforesaid, complains that whereas, &c.

Suggestion of the death of one of the Plaintiffs between plea and replication.

(After copying the plea, proceed as follows :) And the said A. B. and E. F. (the plaintiffs) pray a day to imparl to the said plea, and then to reply to the same, and it is granted to them, &c. and thereupon a day is given to the parties aforesaid, to come before the said Justices at the City-Hall of &c. on &c. that is to say, for the said A. B. and E. F. to imparl to the said plea and then to reply to the same, &c. At which day before the said Justices at the City-Hall of &c. come as well the said A. B. by his attorney aforesaid, as the said C. D. by his attorney aforesaid, and the said E. F. cometh not: And hereupon the said A. B. gives the court here to understand and be informed, that after the last continuance of the plea aforesaid, and before this day, to wit, on &c. at &c. the said E. F. died, and the said A. B. survived him; which allegation the said C. D. doth not deny, but admits the same to be true: Therefore let no further proceedings be had in this cause at the suit of the said E. F. And as to the said plea of the said C. D. the said A. B. says &c. (go on with the replication &c. at the suit of the survivor only.)

Suggestions

Suggestion of the death of one of the defendants between declaration & plea.

And the said C. D. and E. F. by their attorney, come and defend the wrong and injury, when &c. and pray leave to imparl to the said bill until &c. (next term) and it is granted to them &c. the same day is given to the said A. B. at the same place: At which day, before the said Justices at the City-Hall of &c. come as well the said A. B. by his attorney aforesaid, as the said C. D. by his attorney aforesaid, and the said E. F. comes not: And hereupon the said A. B. gives the court here to understand and be informed, that after the last continuance of the plea aforesaid, and before this day, to wit, on &c. at &c. the said E. F. died, and the said C. D. survived him; which the said C. D. doth not deny, but admits the same to be true: Therefore let all further proceedings in this cause against the said E. F. be stayed, and the said C. D. defends the wrong and injury when &c. and says &c. (here copy the plea of the surviving defendant, and go on with the proceedings against him only.

Conclusion of issue on a replication to a plea of nul tiel record of a judgment in a different court.

And this the said A. B. is ready to verify, &c. And hereupon the said A. B. is commanded, that he have the said record before the said Justices of the said people, at the City-Hall of &c. on &c. and that he fail not at his peril; the same day is given to the said C. D. at the same place.

Notice of trial.

New-York Supreme Court:

J. R. }
vs. }
L. C. }

SIR,

Please to take notice, that I intend to bring the above cause to trial at a circuit court (or "sittings,") appointed to be holden at the court-house in the town of in the county of (or "in the city and county of" at the City-Hall of the said city,") on the day of &c. at ten o'clock in the forenoon of the same day. Dated this day of in the year &c.

Yours, &c.

A. B. Att'y for plaintiff.

To J. A. Att'y for defendant.

Notice of trial and assessment of damages when there are two defendants, one of whom has suffered judgment to go by default.

SIR....Take notice, that the issue joined in this cause between the above named plaintiff and the above named C. D. will be tried at the circuit court (or sittings) appointed to be held at in the county of on &c. And that the jury who try this issue, will at the same time assess the damages against you in this cause upon the judgment by default. Dated, &c.

Yours, &c.

A. Plaintiff's Att'y.

To Mr. G. H.

Notice of countermand.

SIR....I do hereby countermand the notice of trial given you in this cause. Dated, &c.

Yours, &c.

A. Plaintiff's Att'y.

To &c. Defendant's Att'y.

Affidavit

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Affidavit for costs for not proceeding to trial

New-York Supreme Court.

C. D. }
ads. }
A. B. }

E. F. of &c. maketh oath and faith, that this action was commenced in term last, and that in term following issue was joined, and notice of trial given thereon for the circuit court holden at &c. after the said term: And this deponent further faith, that the above named plaintiff did not proceed to the trial of the said cause, nor countermand such notice. E. F.

Sworn &c.

Affidavit for judgment as in case of a non-suit for not proceeding to trial.

New-York Supreme Court.

C. D. }
ads. }
A. B. }

G. H. attorney for the defendant in this cause, being duly sworn, faith, that issue was joined in this cause as of term last past, and notice of trial was given for the circuit holden at after said term, (or as the fact is) and that the said plaintiff did not proceed to the trial of this cause pursuant to the said notice, and to the rules and orders of the said court, according to the act in such case made and provided. G. H.

Sworn, &c.

Notice of motion to put off a trial for the absence of a material witness.

New-York Supreme Court.

C. D. }
ads. }
A. B. }

Take notice, that this honorable court will be moved on &c. or as soon thereafter as counsel can be heard, that the trial of this cause may be put off until &c. on account of the absence of a material witness on the part of the defendant, and in the mean time that all further proceedings be stayed. Yours, &c.

R. S. Defendant's Att'y

To &c. Plaintiff's Att'y.

Affidavit of the absence of a material witness.

New-York Supreme Court.

C. D. }
ads. }
A. B. }

C. D. of &c. the defendant in this cause, being duly sworn, faith, that this cause was noticed for trial at &c. (stating the time;) and this deponent further faith that G. H. late of &c. is a material witness for him, this deponent, in the said cause, as he is advised by his counsel and verily believes, and that he cannot safely proceed to the trial thereof without the testimony of him the said G. H. And this deponent also further faith, that in consequence of the notice of trial so given as aforesaid, he this deponent, caused diligent enquiry to be made for the said G. H. in order to serve him with a subpoena, &c. (stating the nature and result of the enquiry for the witness, and the time when it is believed his attendance may be procured.)

Record

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Notes of Issues.

[*In assumpsit.*] NARR. in case for work and labour, goods, wares and merchandizes, money paid, &c. (as the case is) or "in case on a promissory note, for money lent and advanced, and money had and received" or "in debt on bond" or "single bill" or "in detinue for detaining the goods and chattels of the said A. B." or "in trespass and ejectment of farm" or "in trespass for breaking and entering the plaintiff's close" or "for taking and carrying away the goods and chattels of the said plaintiff" or "in covenant" &c. &c.

Plea Gen. issue, or "Gen. issue with notice of justification" or "with notice of set-off" or "special justification" or "a release of the action" or "payment" &c. Replication that defendant did not pay &c. (and so according to the fact to the closing of the pleadings.)

Record of Nisi Prius.

PLEAS before the Justices of the People of the State of New-York, of the Supreme Court of Judicature of the same People, at the City-Hall of the City of of term (the term in which issue is joined) in the year &c. Witness James Kent, Esq. Chief Justice.

Fairlie & Bloodgood.

— fs. (Here, omitting the warrants of attorney and beginning with the memorandum, copy the issue roll to the end—the nisi prius record being in all other respects a mere transcript of the issue roll. This is the form which is most commonly used at this day; you may however use a second placita, and then the form will be as follows.)

Record of Nisi Prius with a second Placita.

PLEAS before the Justices of the people of the State of New-York, &c. (as above.)

— fs. (Omitting the warrants of attorney and beginning with the memorandum, as above directed, copy the issue roll to the end of the award of the venire facias, and then, instead of continuing the cause down by *vicecomes non misit braves*, insert a second placita and proceed as follows.)

Pleas before the Justices of the People of the State of New-York of the Supreme Court of Judicature of the same People, at the City-Hall of the City of of term (the term immediately preceding the Circuit &c. at which the cause is to be tried) in the year &c. (as above.)

— fs. The jury between A. B. by his attorney, plaintiff, and C. D. defendant, of a plea of trespass on the case, (or as the plea is) is respited before the said Justices of the said people at the City-Hall of the City of until &c. (the first day of the term after the circuit &c. at which the cause is to be tried) unless the said Justices of the said Supreme Court, some, or one of them, shall sooner come at a Circuit Court to be holden at in the said county (or city and county) of on the day of for the trial of all issues joined in the said Supreme Court or in any other court, and brought into the said Supreme Court to be tried according to the form of the act in such case made and provided, for default of the jurors, because none of them did appear: therefore let the sheriff have the bodies of the said jurors, to make the said Jury between the parties aforesaid of the plea aforesaid accordingly, the same day is given to the parties aforesaid at the same place.

And be it known that the writ of the said people, thereof, on record, was delivered to the sheriff of the said County on the day of in this same term (the last day of the term before the trial) before the said Justices of the said court, at the City-Hall of the City of to be executed according to law at his peril.

Form of the *Label* to be attached to the *Nisi prius* record.

— vs. *Nisi Prius* record between A. B. plaintiff & C. D. defendant of a plea of trespass on the case (or as the plea is) returnable before the Justices of the Supreme Court of the people of &c. some, or one of them, at a Circuit Court to be holden at in the said county of on &c. Witness James Kent, Esq. &c.
E. F. Att'y. *Fairlie & Bloodgood.*

Venire Facias for a Jury at bar.

THE PEOPLE &c. To the sheriff (or coroner) of &c. (or to E. F. and G. H. *elisors*, duly appointed in this behalf) greeting: We command you that you cause to come before our Justices of our Supreme Court of Judicature at the City-Hall of the City of &c. on &c. Twelve free and lawful men of your county, each of whom shall have in his own name or right, or in trust for him or in his wife's right a freehold in lands, messuages or tenements, or of rents in fee or for life, of the value of one hundred and fifty dollars, free from all reprises, debts, demands or incumbrances whatsoever; [or if the venue is laid in the city and county of New-York, instead of the above say, "Twelve free and lawful men of your city and county, each of whom shall have in his own name or right, or in trust for him, or in his wife's right, a freehold in lands, messuages or tenements, or a personal estate of the value of one hundred and fifty dollars, free of all reprises, debts, demands or incumbrances whatsoever,"] by whom the truth of the matter may be the better known, and who are in no wise of kin either to A. B. the plaintiff, or C. D. the defendant, to make a certain jury of the country, between the parties aforesaid, of a plea of trespass on the case, (or as the action may be) because as well the said C. D. as the said A. B. between whom the matter in variance is, have put themselves upon that jury, and have then there, the names of the jurors, and this writ. Witness James Kent, Esquire, our Chief Justice, at the City of &c.

The like, where one defendant pleads, and another lets judgment go by default.

(As in the former writ, to these words, "to make a certain jury of the country between the parties aforesaid," and then as follows;) as well to try the issue joined between the said A. B. and C. D. of a plea of trespass on the case, (or as the action may be) as to inquire against the said E. F. what damages the said A. B. hath sustained, as well by means of the not performing the said promises and undertakings of the said E. F. as for his costs and charges by him about his suit in this behalf expended; whereupon it hath been considered, that the said A. B. ought to recover his damages against the said E. F. because as well the said C. D. as the said A. B. between whom &c. (as before.)

The like, where there are several issues in fact and in law, and the jury are to assess contingent damages on the latter.

As well to try the issue joined between them, to be tried by the country, of a plea, &c. as to inquire what damages the said A. B. hath sustained

ed on occasion of the premises, whereof the said parties have put themselves upon the judgment of the court, if judgment shall happen to be given thereupon for the said A. B. against the said C. D. because as well, &c.

Venire de novo.

THE PEOPLE of &c. To &c. Greeting: We command you that you cause to come anew before &c. (as in a common venire.)

Venire for a common or struck jury at a circuit.

THE PEOPLE of &c. To the sheriff of the county of Greeting: We command you that you cause to come before our Justices of our Supreme Court of Judicature at the City-Hall of &c. on &c. (or before our said Justices, or some, or one of them, if sooner, at a Circuit Court to be held at &c. in the said county of &c. on &c. they, or any, or either of them shall come, according to the form of the act in such case made and provided) twelve free and lawful men of your county, [or if it be a struck Jury say, "the several persons named in the panel to this writ annexed being a struck Jury, according to the form of the act in such case made and provided, specially appointed,"] each of whom shall have, in his own name or right, or in trust for him, or in his wife's right &c. [as before, according to the circumstances] by whom the truth of the matter may be the better known; and who are in no wise of kin either to A. B. the plaintiff, or to C. D. the defendant, to make a certain Jury of the country between the parties aforesaid, of a plea of &c. because as well the said C. D. as the said A. B. between whom the matter in variance is, have put themselves upon that Jury. And have then there the names of the Jurors, and this writ. Witness James Kent Esquire our Chief Justice at the City of &c.

Fairlie and Bloodgood.

In a Venire in the Mayor's Courts in Albany and Hudson, you say,

"Twelve free and lawful men of your city, each of whom shall have in his own name or right, or in trust for him or in his wife's right, a freehold in lands, messuages or tenements, or a personal estate of the value of one hundred and fifty dollars, free of all reprises, debts, demands or incumbrances whatsoever."

Distringas.

The PEOPLE &c. To the Sheriff, &c. Greeting; We command you, that you distrain the several persons named in the panel to this writ annexed, Jurors summoned in our court before our Justices of our Supreme Court of Judicature between A. B. plaintiff and C. D. defendant, by all their lands and chattels in your bailiwick, so that neither they, nor any one by them, do lay hands on the same, until you shall have another command from us in that behalf; and that you answer to us for the issues of the same, so that you have their bodies before our said Justices at the City-Hall of &c. on &c. (or before our said Justices, or some, or one of them, if sooner, at a Circuit Court to be held at &c. in the said county of &c. on &c. they, or any, or either of them shall come, according to the form of the act in such case made and provided) to make a certain jury between the said parties, of a plea of trespass on the case, (or as the plea is) and to hear their judgment thereupon of many defaults; and have then there the names of the jurors, and this writ. Witness James Kent Esquire, our Chief Justice, at the City of &c.

Fairlie and Bloodgood.

Note.

Note.—If the case is to be tried at a *sittings*, instead of saying, “before our said Justices, or some, or one of them,” &c. in the venire and *distringas* &c. you say, “before our Chief Justice, or other Justice, or Justices of our said Supreme Court, or any, or either of them, if sooner, at a *sittings*, appointed to be holden in the city and county of &c. at the City-Hall of the said City, on &c. they, or any, or either of them shall come, according to the form of the act in such case made and provided,” &c.

Distringas where a view is to be had by a common jury.

THE PEOPLE &c. To the Sheriff &c. Greeting : We command you &c. (as in a common *distringas* to the words “many defaults” and then as follows) and in the mean time, according to the form of the act in such case made and provided, we command you that you have six or some greater number out of the first twelve of the said jurors, who shall be mutually consented to by the said A. B. and C. D. or their agents or attorneys, or shall be balloted according to the act in such case made and provided, to take a view of the place in question on &c.; and that the same jurors meet on the same day at the house of _____ in your county, and proceed from thence to view the said place, in the presence of _____ on the part of the plaintiff and _____ on the part of the defendant, appointed by our said court before our said Justices, to shew the said place to such of the said jurors as shall come to view the same; and in what manner you shall have executed this our command make appear to our said Justices at &c. on the said day, and have then there this writ. Witness James Kent, Esquire, &c.

The like by a struck jury.

_____ And in the mean time, according to the form of the act in such case made and provided, we command you, that you have six or some greater number out of the first twelve of the said jurors to take a view of the place in question on the _____ day of _____; and that the same jurors meet &c. (as before)

Return to the Distringas when a view is had.

To the Justices of the People of &c. within written, I certify that on the day of _____ within mentioned, I caused to take a view of the place in question, A. B. &c. being the first six (or “six out of the first twelve”) of the Jurors named in the panel to this writ annexed, in the presence of A. B. on the part of the plaintiff, and C. D. on the part of the defendant, appointed by the Court within mentioned, to shew the said place to the Jurors aforesaid, according to the form of the act in such cases made and provided, as within it is commanded me, and the rest of the execution of this writ appears in a certain panel to this writ annexed. J. T. Sheriff.

At the foot of the panel to be written as follows.

The mancaptors of the Jurors aforesaid and each of them :—John Doe and Richard Roe :—The issues of them _____ dollars.
Each of the mancaptors aforesaid is attached by his pledges.

Subpoena.

THE PEOPLE &c. To E. F. &c. Greeting ; We command you, that laying aside all and singular businesses and excuses, you and every of you, be and appear in your proper persons, before our Justices of our Supreme Court of Judicature
or

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or some, or one of them, on the day of next, at a circuit court, (or "sittings" to be held at in the county of (or "to be held in the city and county of &c. at the City-Hall of the said City") at ten o'clock in the forenoon of the same day, according to the form of the act in such case made and provided, to testify all and singular those things which you or either of you know, in a certain cause now depending in our Court before our said Justices, between A. B. plaintiff and C. D. defendant, of a plea of trespass on the case (or as the action is,) on the part of the plaintiff (or defendant) and on that day to be tried by a Jury of the country; and this you, or any of you, shall by no means omit, under the penalty, upon each of you, of two hundred and fifty dollars. Witness James Kent Esquire &c,

Subpœna Ticket.

By virtue of a writ of *Subpœna* to you directed, and herewith shewn unto you, you are personally to be and appear before our Justices of our Supreme Court of Judicature, or some, or one of them, on the day of next at a Circuit Court (or "sittings") to be held at in the county of [or "to be held in the city and county of &c. at the City-Hall of the said City"] at ten o'clock in the forenoon of the same day, according to the form of the act in such case made and provided, then and there to testify the truth according to your knowledge, in a certain cause now depending, and then and there to be tried, between A. B. plaintiff and C. D. defendant, of a plea of trespass on the case (or as the action is) on the part of the plaintiff (or defendant;) and this you are not to omit, under the penalty of 250 dollars. Dated the day of &c.

By the Court.

E. F. attorney for plaintiff (or defendant.)

Subpœna duces tecum.

THE PEOPLE &c. (as in a common *subpœna*, to the day of trial, and then proceed as follows) and also that you bring with you and produce, at the time and place aforesaid, a certain deed or instrument in writing, bearing date &c. (describing the thing to be produced,) then and there to testify and shew all and singular those things, which you or either of you know, or the said deed or instrument doth import, of and concerning a certain cause now depending, &c. (as before.)

Interrogatories for Plaintiff,

Interrogatories to be administered to E. F. a witness to be produced, sworn and examined, on the part and behalf of A. B. plaintiff, in a certain cause now depending in the Supreme Court of Judicature of the people of the State of New-York against C. D. defendant, before S. T. Esquire, one of the justices of the said Court, or before A. B. &c. commissioners duly appointed in this behalf pursuant to a rule of the said Court, made at &c. on &c. in the year &c. (or if under an order, say "pursuant to an order of the said court made &c.

Imprimis. Do you know the parties, plaintiff and defendant, in the title of these interrogatories named, or either and which of them, and how long have you known them, or either and which of them? Declare, &c.

Secondly. Look upon the deed or writing now produced and shewn to you, at this the time of your examination, marked with the letter (A.) and purporting to be an indenture of lease, &c. bearing date, &c. Was such deed or writing sealed and delivered in your presence, and by whom? were you a subscribing witness

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witness to the sealing and delivery thereof? And is the name E. F. subscribed thereto, and appearing as the name of one of the witnesses, of your own hand writing? Do you know the hand writing of G. H. appearing to be the other witness to the said deed or writing? Is the name of G. H. subscribed thereto, of the proper hand writing of the said G. H.? And did you see him set and subscribe his name as a witness thereto? Declare, &c.

Lally. Do you know of any other matter or thing or have you heard, or can you say any thing touching the matters in question in this cause, that may tend to the benefit and advantage of the said plaintiff; besides what you have been interrogated unto? Declare the same fully and at large, as if you had been particularly interrogated thereto.

The like for defendant.

Interrogatories to be administered to E. F. a witness to be produced, sworn and examined on the part and behalf of C. D. the defendant in a certain cause now depending against him, in the supreme court of judicature of the people of the state of New-York, at the suit of A. B. plaintiff, before, &c.

The like to cross-examine a witness.

Interrogatories to be administered by way of cross-examination, to E. F. a witness, &c.

Postea for the plaintiff on non assumpsit where the defendant makes default.

Afterwards, that is to say, on the day, and at the place within contained, before Smith Thompson Esquire one of the said justices of the said Supreme Court within mentioned, according to the form of the act in such case made and provided, comes the within named A. B. by his attorney within mentioned, and the within named C. D. although solemnly required, comes not but makes default; therefore let the jurors of the jury, whereof mention is within made, be taken against him by his default; And the jurors of that jury being summoned also come, who, to speak the truth of the matters within contained, being chosen, tried and sworn, say upon their oath, that the said C. D. did undertake and promise, in manner and form as the said A. B. hath within complained against him; And they assess the damages of the said A. B. on occasion of the not performing the promises and undertakings within mentioned, over and above his costs and charges, by him about his suit in this behalf expended to dollars and for those costs and charges to six cents. Therefore &c.

The like where the defendant appears.

Afterwards, that is to say, on the day and at the place within contained, before &c. one of the justices of &c. within mentioned, come as well the within named A. B. as the within named C. D. by their respective attorneys within mentioned; and the jurors of the jury whereof mention is within made, being summoned, also come, who, to speak the truth of the matters within contained, being chosen, tried, and sworn, say upon their oath, &c.

The like, on non assumpsit by one of several defendants, where another has let judgment go by default.

Say upon their oath, that the said C. D. did undertake, and promise, in manner and form as the said A. B. hath within complained against him; and they assess the damages of the said A. B. on occasion of the not performing the within mentioned promises and undertakings, as well against the said C. D. as against the

the within named E. F. over and above the costs and charges of the said A. B. by him about his suit in this behalf expended, to dollars and for those costs and charges to six cents : Therefore, &c.

The like, on plene administravit.

Say upon their oath, that the said C. D. on the day of exhibiting the within bill of the said A. B. had divers goods and chattels, which were of the within named E. F. at the time of his death, in the hands of him the said C. D. as executor of the last will and testament of the said E. F. to be administered to the value of dollars as the said A. B. hath within in that behalf alleged ; and they assents the damages, &c.

The like on nil debet.

Say upon their oath that the said C. D. doth owe to the said A. B. the within mentioned sum of dollars in manner and form as the said A. B. hath within in that behalf alleged ; and they assents the damages of the said A. B. on occasion of the detaining the within debt, over and above his costs and charges by him about his suit in this behalf expended, to six cents and for those costs and charges to six cents : Therefore, &c.

The like on non est factum.

Say upon their oath, that the within mentioned writing obligatory is the deed of the said C. D. as the said A. B. hath within in that behalf alleged ; and they assents the damages, &c. (as in the last.)

The like on a penal statute, where part is found for the defendant.

_____ as to the sum of dollars in the count of the within declaration mentioned, parcel of the sum of dollars within demanded, upon their oath say, that the said C. D. doth owe the said sum of dollars to the said people ; and the said A. B. who sues as aforesaid, in manner and form as the said A. B. who sues as aforesaid, hath within complained against him ; and they assents the costs and charges of the said A. B. who sues as aforesaid, by him about his suit in this behalf expended, to six cents. And as to the residue of the said sum of &c. in the other counts of the within declaration mentioned, the jurors aforesaid upon their oath aforesaid say, that the said C. D. doth not owe the same or any part thereof to the said people, and the said A. B. who sues as aforesaid, as the said C. D. hath within in that behalf alleged : Therefore, &c.

The like, on not guilty, in case.

Say upon their oath, that the said C. D. is guilty of the premises within laid to his charge, in manner and form as the said A. B. hath within complained against him ; and they assents the damages of the said A. B. on occasion thereof, over and above his costs and charges by him about his suit, in this behalf expended, to dollars, and for those costs and charges to six cents : Therefore, &c.

The like, on several issues, in trespass and assault.

_____ as to the first issue within joined between the parties aforesaid, upon their oath say, that the said C. D. is guilty of the several trespasses within laid to his charge, in manner and form as the said A. B. hath within complained against

against him : And as to the last issue within joined between the parties aforesaid, the jurors aforesaid, upon their oath aforesaid say, that the said C. D. at the within mentioned time, when &c. of his own wrong, and without any such cause as he the said C. D. hath within in that behalf alleged, assaulted, beat, bruised, wounded and ill treated the said A. B. in manner and form as the said A. B. hath within complained against him, and they assess the damages, &c.

The like, where one defendant is found guilty, and another acquitted.

Say upon their oath, that the said C. D. is guilty of the several trespasses within laid to his charge in manner and form as the said A. B. hath within complained against him ; and they assess the damages of the said A. B. against the said C. D. on occasion thereof, over and above his costs and charges by him about his suit in this behalf expended, to &c. and for those costs and charges to &c. And the jurors aforesaid, upon their oath aforesaid, further say, that the said E. F. is not guilty of the several trespasses within laid to his charge, in manner and form as the said A. B. hath within complained against him : Therefore, &c.

The like, on not guilty, in ejectment.

Say upon their oath, that the said C. D. is guilty of the trespass and ejectment within laid to his charge, in manner and form as the said A. B. hath within complained against him ; and they assess the damages, &c.

The like, where part is found for the plaintiff, and part for the defendant.

as to parcel of the tenements within mentioned, say upon their oath, that the said C. D. is guilty of the trespass and ejectment within laid to his charge, in manner and form as the said A. B. hath within thereof complained against him ; and they assess the damages, &c. And as to the residue of the tenements within mentioned, the jurors aforesaid, upon their oath aforesaid, say, that the said C. D. is not guilty of the trespass and ejectment within laid to his charge, in manner and form, &c. Therefore, &c.

Postea, where a juror is withdrawn.

and the jurors of that jury being summoned also come, who to speak the truth of the matters within contained, were chosen, tried and sworn ; whereupon for certain causes, moving as well the said justice, (or justices) as the within named plaintiff and defendant, E. F. one of the jurors of the said jury, is withdrawn from the panel thereof ; and the residue of the jurors of that jury are altogether discharged from giving any verdict of and upon the premises within mentioned, &c.

Postea, for the defendant, on a non suit.

and the jurors of that jury being summoned also come, who to speak the truth of the matters within contained, were chosen, tried and sworn ; and after evidence being given to them thereupon, they went from the bar of this court, to consider of their verdict to be given of and upon the premises ; and after the said jury had considered thereof, and agreed among themselves, they returned to the said bar, to give their verdict in this behalf ; upon which the said A. B. being solemnly called, comes not, nor does he further prosecute his bill (or writ) against the said C. D. Therefore, &c.

The like, when one defendant has let judgment go by default.

Say upon their oath, that the said C. D. did not undertake or promise, in manner and form as the said A. B. hath within complained against him; and hereupon the said jurors are discharged from inquiring against the within named E. F. what damages the said A. B. hath sustained by reason of the premises within mentioned: Therefore, &c.

The like, on a plea of set off.

Say upon their oath, that the said A. B. was and is indebted to the said C. D. in manner and form as the said C. D. hath within in pleading alledged; Therefore, &c.

The like on plene administravit.

Say upon their oath, that the said C. D. on the day of exhibiting the within bill of the said A. B. had not any goods or chattels, which were of the within named E. F. at the time of his death, in the hands of hith the said C. D. as the executor of the last will and testament of the said E. F. to be administered, as the said C. D. hath within in pleading alledged: Therefore, &c.

The like on non assumpsit.

Say &c. that the said C. D. did not undertake or promise in manner and form as the said A. B. hath within complained against him; Therefore, &c.

The like, on non est factum.

Say upon their oath, that the within mentioned writing obligatory is not the deed of the said C. D. as the said A. B. hath within in that behalf alledged; Therefore, &c.

The like, on not guilty, in trespass.

Say upon their oath, that the said C. D. is not guilty of the several trespasses within laid to his charge, in manner and form as the said A. B. hath within complained against him; Therefore, &c.

The like, in ejectment.

Say upon their oath, that the within named C. D. is not guilty of the trespass and ejectment within laid to his charge, in manner and form as the said A. B. hath within complained against him; Therefore, &c.

Bill of Exceptions.

to wit. Be it remembered, that in term in the year &c. came A. B. by his attorney, into the Supreme Court of judicature of the People of the State of New-York, and impleaded C. D. in a certain plea of trespass on the case, upon promises; on which the said A. B. declared against him, that, &c. (set out the declaration and other pleadings, and then proceed as follows) And thereupon issue was joined between the said A. B. and the said C. D. And afterwards, to wit, at the sittings of nisi prius held at &c. on &c. before the Honorable James Kent, Esquire, Chief Justice of the said Court, according to the form of the act in such case made and provided, the aforesaid issue so joined between the said parties as aforesaid, came on to be tried by a Jury of the County of aforesaid, (or the city and county of &c. aforesaid) for that purpose duly empaneled, that is to say, E. F. of &c. and G. H. of &c. good and lawful

men of the said county of &c. At which day came there as well the said A. B. as the said C. D. by their respective attorneys aforesaid; and the Jurors of the Jury aforesaid, empannelled to try the said issue being called, also came, and were there in due manner chosen and sworn to try the same issue; and upon the trial of the same issue, the counsel, learned in the law, for the said A. B. to maintain and prove the said issue on his part, gave in evidence that, &c. there set out the evidence on the part of the plaintiff, and afterwards that on the part of the defendant and then proceed as follows;) Whereupon the said counsel for the said C. D. did then and there insist, before the said Chief Justice, on the behalf of the said C. D. that the said several matters so produced and given in evidence on the part of the said C. D. as aforesaid, were sufficient, and ought to be admitted and allowed as decisive evidence, to entitle the said C. D. to a verdict, and to bar the said A. B. of his action aforesaid; and the said counsel for the said C. D. did then and there pray the said Chief Justice, to admit and allow the said matters so produced and given in evidence for the said C. D. to be conclusive evidence in favor of the said C. D. to entitle him to a verdict in this cause, and to bar the said A. B. of his action aforesaid; But to this the counsel, learned in the law, of the said A. B. did then and there insist before the said Chief Justice, that the same were not sufficient, nor ought to be admitted or allowed to entitle the said C. D. to a verdict, or to bar the said A. B. of his action aforesaid; and the said Chief Justice did then and there doleaze and deliver his opinion to the Jury aforesaid, that the said several matters so produced and given in evidence on the part of the said C. D. were not sufficient to bar the said A. B. of his action aforesaid; and with that direction left the same to the said Jury; and the Jury aforesaid then and there gave their verdict for the said A. B. and _____ dollars damages; whereupon the said counsel for the said C. D. did then and there on the behalf of the said C. D. except to the aforesaid opinion of the said Chief Justice and insisted on the said several matters as an absolute bar to the said action. And insasmuch as the said several matters so produced and given in evidence on the part of the said C. D. and by his counsel aforesaid, objected and insisted on as a bar to the action aforesaid, do not appear by the record of the verdict aforesaid, the said counsel for the said C. D. did then and there propose their aforesaid exception to the opinion of the said Chief Justice and requested him to put his seal to this bill of exceptions, containing the said several matters so produced and given in evidence on the part of the said C. D. as aforesaid according to the form of the act in such case made and provided; and thereupon the said Chief Justice, at the request of the said counsel for the said C. D. did put his seal to this bill of exceptions, pursuant to the aforesaid act in such case made and provided, on the _____ day of _____ in the year &c.

Judgment by cog.avit actionem et damna, in assumpsit by bill, of the same term with the declaration.

PLEAS before the Justices of the People of the State of New-York of the Supreme Court of Judicature of the same People, at the City-Hall of the City of &c. of My term, in the year &c. Witness, James Kent, Esquire, Chief Justice.

Fairlie & Bloodgood.

(Return of warrants of attorney, memorandum, and narr. as in the Issue Roll, P. 172)
And the said C. D. by G. H. his attorney, comes and defends the wrong and injury, witen, &c. and says that he cannot deny the action of the said A. B. nor has that he, the said C. D. did undertake and promise, in manner and form as the said A. B. hath above thereof complained against him; nor but that the said A. B.

A. B. hath sustained damages on occasion of the not performing of the said several promises and undertakings in the said declaration mentioned, to dollars; as by the said declaration is above supposed. And hereupon the said A. B. prays judgment, and his damages so acknowledged, together with his costs and charges, by him about his suit in this behalf expended, to be adjudged to him, &c. Therefore it is considered, that the said A. B. do recover against the said C. D. his damages aforesaid to dollars, in form aforesaid acknowledged, and also for his said costs and charges, by the said Court now here adjudged to the said A. B. and with his assent; which said damages, costs and charges in the whole amount to dollars. And the said C. D. in mercy, &c.

The like as to past, of a different term, with a remittance as to the residue.

And now, at this day, that is to say, on &c. in this same term, until which day the said C. D. had leave to imparl to the said bill, and then to answer the same &c. before the said Justices of the said People, at the City-Hall of &c. comes as well the said A. B. as the said C. D. by their respective attorneys aforesaid; and the said C. D. defends the wrong and injury when &c. and says that he cannot deny the action of the said A. B. nor but that he the said C. D. does owe to the said A. B. the sum of dollars, parcel of the said sum of dollars above demanded; and upon this the said A. B. freely here in court remits to the said C. D. the sum of dollars, residue of the said sum of dollars, above demanded, and all damages by him sustained on occasion of the detention of the said last mentioned sum of money, and prays judgment for the said sum of dollars, parcel, &c. so acknowledged as aforesaid, together with his costs and charges by him about his suit, in this behalf expended, to be adjudged to him, &c. Therefore it is considered, that the said A. B. do recover against the said C. D. the said sum of dollars, parcel &c. in form aforesaid acknowledged, and also dollars, for his said costs and charges, by the court of the said People, now here adjudged to the said A. B. and with his assent. And the said C. D. in mercy, &c. and let the said C. D. be acquitted of the said sum of dollars, residue &c. and the damages aforesaid, in form aforesaid, remitted, &c.

Judgment by nil dicit in assumpsit by bill of the same, or a different term with the declaration.

PLEAS before the Justices of the People of the State of New-York, of the Supreme Court of &c. (as before.)

[Here insert the warrants of attorney, memorandum and declaration omitting the pledges, as before, and proceed on a new line as follows;]

And the said C. D. in his proper person, (or by G. H. his attorney) comes and defends [or if judgment be of a different term with the declaration, thus, "And now at this day, that is to say, on the day of &c. in this same term, until which day the said C. D. had leave to imparl to the said bill and then to answer the same &c. before the said Justices of the said people, at &c. comes as well the said A. B. by his attorney aforesaid, as the said C. D. in his proper person (or by G. H. his attorney) and the said C. D. defends"] the wrong and injury when &c. and says nothing in bar or preclusion of the said action of the said A. B. whereby the said A. B. remains therein undefended against the said C. D. whereupon the said A. B. ought to recover against the said C. D. his damages, on occasion of the premises; But because it is unknown to the court of the said People, now here, what damages the said A. B. hath sustained by means of the premises, the Sheriff is commanded that by the oath of twelve good and lawful men of his bailiwick, he diligently inquire what damages

damages the said A. B. hath sustained as well by means of the premises, as for his costs and charges by him about his suit in this behalf expended; and that he send the inquisition, which he shall thereupon take to the said Justices of the said people, at the City-Hall of &c. on &c. under his seal, and the seals of those by whose oath he shall take that inquisition, together with the writ of the said People to him thereupon directed; the same day is given to this said A. B. at the same place: At which day before the said Justices of the said People, at &c. comes the said A. B. by his attorney aforesaid, and the Sheriff, to wit, Esquire, Sheriff of the said county of now here returns a certain inquisition indented and taken before him at in the county aforesaid, on the day of in the year &c. by the oath of twelve good and lawful men of his bailiwick, by which it is found that the said A. B. hath sustained damages by means of the premises to dollars, over and above his costs and charges by him about his suit in this behalf expended, and for those costs and charges to six cents: Therefore it is considered, that the said A. B. do recover against the said C. D. his damages aforesaid, by the said inquisition above found, and also, dollars for his said costs and charges, by the said court, now here, adjudged of increase to the said A. B. and with his assent, which said damages, costs and charges, in the whole, amount to dollars, and the said C. D. in mercy, &c.

Judgment for the plaintiff in assumpsit, by default, and damages assessed by the court.

PLEAS before the Justices of the of the People of &c. (as before.)

[Here insert the plaintiff's warrant of attorney, the memorandum and declaration, as before directed, and then omitting the pledges, proceed on a new line, as follows:]

And now, at this day, that is to say, on the day of in the year in this same term, until which day the said C. D. had leave to answer to the said bill, and then to answer the same, before the said Justices of the said People, at the City-Hall of &c. comes the said A. B. by his attorney aforesaid, and the said C. D. although solemnly demanded in open court, comes not, nor does he say any any thing in bar or preclusion of the said action of the said A. B. but therein wholly fails and makes default; whereby the said A. B. remains therein undefended against the said C. D.: wherefore the said A. B. ought to recover against the said C. D. his damages, on occasion of the premises; and he prays judgment, and his damages by him sustained on occasion of the not performing of the said several promises and undertakings in the said declaration mentioned, to be adjudged to him &c. and because it is suggested, and proved, and manifestly appears to the court here, that the said A. B. hath sustained damages on occasion of the not performing of the said several promises and undertakings, in the said declaration mentioned, to the sum of dollars, besides his costs and charges by him about his suit in this behalf expended: Therefore, it is considered, that the said A. B. do recover against the said C. D. his damages aforesaid, to the sum of dollars, and also dollars for his said costs and charges by the court of the said People, now here, adjudged to the said A. B. and with his assent, which said damages, costs and charges, in the whole, amount to dollars, and the said C. D. in mercy, &c.

The like and inquest, with a suggestion of the death of one of the plaintiffs, at the return of the inquiry.

(To the end of the award of the inquiry and then as follows:) At which day, before the said Justices of the said people comes the said A. B. by his attorney

aforsaid, and the Sheriff, &c. (as before; P. 188 to the end of the inquisition) and the said E. F. at the same day being solemnly demanded, comes not; and hereupon the said A. B. gives the said court of the said people now here, to understand and be informed, that since the last continuance of this plea, and before this day, to wit, on &c. the said E. F. died, to wit, at &c. and the said A. B. there survived him; and because this is not denied, therefore let no further proceedings be had at the suit of the said E. F. and upon this the said A. B. prays judgement against the said C. D. for the damages cost and charges aforesaid: Therefore it is considered, &c. as before, P. 188

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Judgment for the plaintiff, on a verdict in assumpsit.

PLEAS before the Justices of the People of &c. (as before.)

_____ to wit. A. B. puts in his place E. F. his attorney; against C. D. in a plea of trespass on the case upon promises.

_____ to wit. The said C. D. puts in his place G. H. his attorney, at the suit of the said A. B. in the plea aforesaid.

_____ to wit. *Be it remembered* that on &c. in this same term, before the Justices of the People of &c. comes A. B. by E. F. his attorney, and brings into the said Court, before the said Justices, now here, his certain bill against C. D. in custody, &c. of a plea of trespass on the case, upon promises, and there are pledges for the prosecution thereof, to wit, John Doe and Richard Roe; which said bill follows in these words, that is to say:—(to wit.) A. B. complains of C. D. &c. (here copy the declaration to the end, omitting the pledges, and proceed on a new line as follows:)

And the said C. D. by G. H. his attorney, comes and defends the wrong and injury when, &c. and says that he did not undertake or promise, in manner and form as the said A. B. hath above thereof complained against him; and of this he, the said C. D. puts himself upon the country; and the said A. B. doth the like; Therefore let a Jury thereupon come before the said Justices of the said People at &c. on &c. by whom, &c. and who neither, &c. to recognize, &c. because as well &c. the same day is given to the parties aforesaid at the same place: At which day before the said Justices, at &c. come the parties aforesaid, by their attorneys aforesaid, and the Sheriff hath not sent the writ of the said people, to him, in that behalf directed, nor hath he done any thing thereupon: Therefore, as before, let a Jury thereupon come, &c. (continue the cause down, in this manner from term to term, to that immediately preceding the Circuit, &c. at which the issue is to be tried, and then insert the nisi prius clause as follows:;) Therefore, as before, let a Jury thereupon come before the said Justices of the said people at the City-Hall of the City of &c. on &c. (the first day of the term after the Circuit, at which the cause is tried) unless the said Justices, some, or one of them, shall sooner come, at a Circuit Court (or "sittings") to be holden at _____ in the said county of _____ on &c. according to the form of the act in such case made and provided, by whom &c. and who neither, &c. to recognize &c. because as well &c. the same day is given to the parties aforesaid at the same place, for instead of continuing the cause down by *vice comes non nisi breve*, you may enter a general continuance, after the award of the venire, to the term succeeding the Circuit at which the trial is had, as follows: "Afterwards the process thereof is continued between the parties aforesaid, of the plea aforesaid, by the Jury being respited between them, before the said Justices, until, &c. (the first day of the term after the Circuit at which the issue is tried) unless the said Justices, some, or one of them shall sooner come, at a Circuit Court, &c. to be holden at &c. in the said county of &c. on &c. according to the form of the act in such case made and provided, for
default

(fault of the Jurors, because none of them did appear) At which day, before the said Justices of the said people, at the City-Hall of the City of &c. aforesaid, comes the said A. B. by his attorney aforesaid, and the Honorable Smith Thompson, Esquire, one of the said Justices of the said People, whereof mention is within made, before whom the said issue was tried, hath sent hither his record, had before him, in these words, to wit: Afterwards, that is to say, on the day and at the place within contained, before the Honorable Smith Thompson, Esquire, one of the said Justices within mentioned, according to the form of the act in such case made and provided, come as well the within named A. B. as the within named C. D. by their respective attorneys within mentioned; and the Jurors of the Jury whereof mention is within made, being summoned, also come, who to speak the truth of the matters within contained, being chosen, tried and sworn, say, upon their oath, that the said C. D. did undertake and promise in manner and form as the said A. B. hath within complained against him; and they assess the damages of the said A. B. on occasion of the premises, besides his costs and charges by him about his suit in this behalf expended, to dollars, and for those costs and charges to six cents. Therefore it is considered that the said A. B. do recover against the said C. D. his said damages, costs and charges by the Jurors aforesaid in form aforesaid assessed, and also, dollars for his said costs and charges, by the said Court of the said People now here adjudged of increase, to the said A. B. and with his assent, which said damages, costs and charges, in the whole, amount to dollars. And the said C. D. in mercy, &c.

The like in debt.

Therefore it is considered that the said A. B. do recover against the said C. D. his said debt, and his damages aforesaid, to dollars by the said Jury in form aforesaid assessed, and also, dollars for his said costs and charges by the court of the said people now here adjudged of increase to the said A. B. and with his assent, which said damages, costs and charges, in the whole amount, to dollars and the said C. D. in mercy &c. (or if the defendant has denied his deed, a *capiatur* should be entered instead of a *miseriordia* thus, and let the said C. D. in as much as he has denied his deed be taken, &c.)

Suggestion of the death of one of the defendants after verdict and before judgement.

(To the end of the postea.) And upon this the said A. B. gives the Court here to understand and be informed that after the last continuance of the plea aforesaid, and before this day, to wit, on &c. the said E. F. died, to wit, at &c. and the said C. D. then and there survived him which the said C. D. doth not deny, but admits the same to be true, therefore let all further proceedings in this cause against the said E. F. be stayed; whereupon the said A. B. prays judgement against the said C. D. of and upon the premises; Therefore it is considered

Judgement for the plaintiff on a verdict in assumpsit against an executor or administrator.

Therefore it is considered that the said A. B. do recover against the said C. D. executor or (administrator) as aforesaid, his damages aforesaid, by the said Jury,

in form aforesaid, assessed, and also, ... dollars, for his said costs and charges by the said Court of the said people now here adjudged, of increase to the said A. B. and with his assent, which said damages, costs and charges, in the whole amount to ... dollars &c. to be levied of the goods and chattels which were of the said E. F. at the time of his death, in the hands of the said C. D. as executor (or administrator) as aforesaid, to be administered, if he hath so much thereof in his hands to be administered, and if he hath not so much thereof in his hands to be administered, then the said sum of ... dollars, parcel of the damages aforesaid, being for the costs and charges aforesaid, to be levied of the proper goods and chattels of the said C. D. And the said C. D. in mercy, &c.

The like against an executor or administrator, where the jury find assets to the amount of part of the debt and of assets in futuro as to the residue.

Therefore it is considered, that the said A. B. do recover against the said C. D. executor (or administrator) as aforesaid, his said debt, and also, his damages aforesaid, by the said Jury, in form aforesaid assessed, and likewise ... dollars, for his said costs and charges, by the Court of the said people now here, adjudged of increase to the said A. B. and with his assent, which said damages, costs and charges, in the whole amount to ... dollars, to be levied as to the sum of ... dollars, parcel of the said debt, being the value of the said goods and chattels of the said E. F. so found by the said Jury, to be in the hands of the said C. D. to be administered, and also, as to the said ... dollars for the damages, costs and charges aforesaid, of the goods and chattels which were of the said E. F. at the time of his death, in the hands of the said C. D. to be administered, if he hath so much thereof in his hands to be administered, and if he hath not so much thereof in his hands to be administered, then the said ... dollars for the damages, costs and charges aforesaid, to be levied of the proper goods and chattels of the said C. D. and as to the residue of the said debt, to be levied of other goods and chattels which were of the said E. F. at the time of his death, and which shall hereafter come to the hands of the said C. D. to be administered. And the said C. D. in mercy, &c.

The like against an Heir.

Therefore it is considered that the said A. B. do recover against the said C. D. his said debt, and his damages aforesaid to ... dollars, by the said Jury in form aforesaid assessed, and also, ... dollars for his costs and charges aforesaid, by the Court of the said people now here, adjudged of increase to the said A. B. and with his assent; which damages, costs and charges, in the whole amount to ... dollars, to be levied of the lands and tenements, which were of the said E. F. in fee simple, at the time of his death, and which came to, and are now in the hands of the said C. D. by hereditary descent, from the said E. F. And the said C. D. in mercy, &c.

The like in Detinue

Therefore it is considered, that the said A. B. do recover against the said C. D. the goods and chattels aforesaid, or the said ... dollars, for the value of the same, if the said A. B. cannot have again the said goods and chattels, and his said damages to ... dollars, beyond the value aforesaid, by the said Jury in form aforesaid assessed, and also, ... dollars for his said costs and charges, by the Court of the said people now here, adjudged of increase to the said A. B. and with his assent; which said damages, costs and charges in the whole amount to ... dollars. And the said C. D. in mercy, &c. And hereupon the Sheriff is commanded

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commanded that he distrain the said C. D. by all his lands, &c. and that of the issues, &c. so that he render to the said A. B. the goods and chattels aforesaid, or the said dollars, for the value of the same; and in what manner, &c.

The like in Ejectment.

Therefore it is considered, that the said John Doe do recover against the said C. D. his said term yet to come of and in the tenements aforesaid, with the appurtenances, and his said damages so dollars; by the Jurors aforesaid, in form aforesaid assessed, and also, dollars, for his said costs and charges, by the Court of the said people now here adjudged of increase to the said A. B. and with his assent; which said damages, costs and charges, in the whole, amount to. And let the said C. D. be taken, &c. And hereupon the said John Doe prays the writ of the said people, to be directed to the Sheriff of the county of aforesaid, to cause him to have possession of his said term, yet to come of and in the tenements aforesaid with the appurtenances; and it is granted to him, returnable before the said Justices of the said people, on &c. at &c.

Judgment as in case of v. nonsum.

[After the *placita*, enter the warrants of attorney, *memorandum* and pleadings to the issue, and the award of the *venire*, as before, then enter the continuances down to the term of judgment by *vice comes non esse brevis*, and proceed as follows:] At which day before the said Justices of the said people, at &c. comes the said C. D. by his said attorney, and the said A. B. although solemnly called, comes not: And it appearing (at the court) of the said people now here, that the said A. B. hath neglected to bring the issue above joined, on to be tried, according to the course and practice of the said Court: Therefore, according to the form of the act in such case made and provided, it is considered that the said A. B. take nothing by his said bill, but that he and his pledges, to prosecute be in mercy, &c. and that the said C. D. do go thereof without day, &c. And it is further considered, by the Court of the said people, now here, that the said C. D. do recover against the said A. B. dollars for his costs and charges by him laid out about his defence in this behalf, by the Court of the said people now here, adjudged to the said C. D. and with his assent, according to the form of the act in such case made and provided; and that the said C. D. have execution thereof &c.

Entry of discontinuance by Bill.

Afterwards, to wit, on the first Monday in May, of May term, in the year &c. before the said Justices of the said People, at the City-Hall of the city of &c. came the said C. D. by his attorney aforesaid, and the said A. B. did not then and there prosecute his said bill against the said C. D. with effect, but voluntarily permitted his suit to be discontinued: Therefore, it is considered, that the said A. B. take nothing by his said bill, but that he and his pledges to prosecute be in mercy, &c. And it is further considered, &c. (as above.)

Entry of nolle prosequi as to a particular count.

And hereupon the said A. B. freely here in court confesses, that he will not further prosecute his suit against the said C. D. in respect of the premises in the count of the said declaration mentioned: Therefore as to the premises in that count mentioned, let the said C. D. be acquitted, and go thereof without day &c.

Judgment for the defendant where plaintiff suffers a non-suit, on the trial.

Afterwards, &c. (as in the postea) comes as well the said A. B. as the said C. D. by their respective attornies aforesaid, and the Jurors of the Jury whereof mention is within made, being summoned, also come, who to speak the truth of the matters within contained, being chosen, tried and sworn, and evidence being given to them in the premises, thereupon they leave the bar of the said court, to consider of their verdict to be given in this behalf, and having considered thereof and agreed upon their verdict, they returned to the bar of the said Court to give that verdict, whereupon the said A. B. although solemnly called, comes not, nor doth he further prosecute his said suit against the said C. D. : Therefore, it is considered that the said A. B. take nothing by his said bill, but that he and his pledges to prosecute be in mercy, &c. and that the said C. D. do go thereof without day, &c. And it is further considered, &c. (as before, page 192)

Judgment for the defendant on demurrer to a plea.

(To the end of the demurrer book, and then as follows) At which day before the said Justices of the said people, at &c. come the parties aforesaid, by their att'ys aforesaid, whereupon all and singular the premises being seen and by the court, of the said people now here fully understood, and mature deliberation being thereupon had it appears to the said court here, that the said plea above pleaded by the said C. D. in manner and form aforesaid and the matters therein contained, are sufficient in law to bar the said A. B. from having or maintaining his said action, against the said C. D. Therefore it is considered, that the said A. B. take nothing by his said bill but that he and his pledges to prosecute be in mercy &c. And that the said C. D. do go thereof without day &c. And it is further considered &c.

The like on a plea of nul tiel record.

(To the end of the issue and then as follows.) At which day before the said Justices of the said people, at &c. come the parties aforesaid by their attornies aforesaid, and the said A. B. hath not here in Court the record of the supposed recovery, in the said declaration mentioned, but hath failed and made default in producing the same : Therefore it is considered that the the said A. B. take nothing by his said bill, but that he and his pledges to prosecute be in mercy &c. and that the said C. D. do go thereof without day &c. And it is further considered &c.

Judgment for the defendant on a verdict at nisi prius.

(To the end of the issue and then as follows) Afterwards the process thereof is continued between the parties aforesaid, of the plea aforesaid by the Jury being respited between them before the said Justices of the said people at &c. until, &c. unless the said Justices some, or one of them, shall sooner come at a Circuit Court to be holden on &c. at &c. in and for the county aforesaid, according to the form of the act in such case made and provided for default of the Jurors, because none of them did appear : And now here at this day comes the said C. D. by his attorney aforesaid and the Hon S. T. Esq. one of the said Justices of the said people, before whom the said issue was tried, has sent hither his record had before him in these words, to wit : Afterwards, &c. (to the end of the postea) Therefore it is considered that the said A. B. take nothing by his said bill, (or writ,) but that

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 he and his pledges to prosecute be in mercy &c. and that the said C. D. do go thereof without day, &c. And it is further considered &c.

The like for a surviving defendant.

(As in the last to the words "none of them did appear" and then as follows.)
 At which day before the said Justices of the said people at &c. come as well the said A. B. by his attorney aforesaid, as the said C. D. by his attorney aforesaid, and the said E. F. comes not, and the Hon. S. T. Esq. one of the said Justices of &c. before whom &c. has sent hither his record had before him in these words, to wit: Afterwards, &c. (here copy the postes) and upon this the said C. D. gives the Court here to understand, and be informed, that after the last continuance of the plea aforesaid, and before this day, to wit, on &c. the said E. F. died, to wit, at &c. and the said C. D. there survived him, which the said A. B. does not deny, but admits the same to be true, wherefore the said C. D. prays judgment of and upon the premises; Therefore it is considered that the said A. B. take nothing by his bill aforesaid but that he and his pledges to prosecute be in mercy, &c. and that all further proceedings, as to the said E. F. be stayed and that the said C. D. do go thereof without day &c. And it is further considered, &c.

Judgment on report of Referees who find nothing due Plaintiff.

PLEAS before the Justices of the People of the State of New-York, of &c. (as before.)

[Take in warrants, memorandum, narr. and imparlance; if necessary, and then plea, replication, &c. &c. until issue joined, then thus:]

Therefore let a jury thereupon come before the said Justices of the said People, at the City-Hall of the City of New-York, on the first Monday of May next, by whom &c. and who neither, &c. to recognize &c. because as well &c. the same day is given to the parties aforesaid at the same place; At which day before the said Justices of the said People, at the City-Hall of the City of New-York, come the parties aforesaid, by their attorneys aforesaid, and the Sheriff of the said City and County of New-York, hath not sent the writ of the said People to him in that behalf directed, nor hath he done any thing thereupon.—Therefore, as before, let a Jury thereupon come, &c. (and so continue it down from term to term until the matter is referred, then say) and hereupon it is mutually agreed by and between the parties aforesaid, by their attorneys aforesaid, and ordered by the said Court of the said People, now here, according to the form of the act in such case made and provided, that this cause, now depending in the said Court before the said Justices, between the parties aforesaid, be referred to J. R. R. B. and T. B. to hear and examine the matters in controversy between the parties aforesaid, and that the said J. R. &c. or any two of them make report thereon to the said Justices of the said people, at the City-Hall of the City of Albany, on the first Monday of August next; the same day is given to the parties aforesaid, at the same place: At which day before &c. at the City-Hall of the City of Albany, come the parties aforesaid by their attorneys aforesaid, and the referees aforesaid, or any two of them have not made any report concerning the said matters in controversy between the parties aforesaid: And hereupon the parties aforesaid, by their attorneys aforesaid, suggest to the said Court before the said Justices, that one of the referees aforesaid, to wit, J. R. cannot consistently attend the reference aforesaid, to hear and examine the matters in controversy between the parties aforesaid, and make report thereon: Whereupon it is mutually agreed by and between the parties aforesaid

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said, by their attornies aforesaid, and ordered by the said Court, before the said Justices now here, that W. C. be substituted and appointed a referee in this cause now depending in the said Court, before the said Justices, between the parties aforesaid, in the place and stead of J. R. and that, according to the form of the act in such case made and provided, the said cause now here depending in the said Court, before the said Justices, between the parties aforesaid, be referred to the aforesaid R. B. T. B. and W. C. to hear and examine the matters in controversy between the parties aforesaid, and that they, or any two of them make report thereon, to the said Justices of the said people, at the City-Hall of the City of New-York, on the second Monday of November next; the same day is given to the parties aforesaid, at the same place: At which day, before the said Justices of the said people, at the City-Hall, of the City of New-York, come the parties aforesaid, by their attornies aforesaid, and the referees aforesaid, or any two of them have not made any report, &c. (as before.) Therefore, as before, it is ordered by the said Court, now here, that the referees aforesaid hear and examine the said matters in controversy between the parties aforesaid, and that they or any two of them make report thereon to the said Justices of the said people, at the City-Hall of the City of Albany on the first Monday of February next; the same day is given to the parties aforesaid, at the same place; At which day, before the said justices &c. at the City-Hall of the City of Albany, come the parties aforesaid, by their attornies aforesaid, and the referees aforesaid, to wit, R. B. T. B. and W. C. their report in the premises, made and signed by them on the day of &c. return here, in the words following, to wit, (here insert the report, stating that nothing is found due &c. and proceed) Whereupon the said T. T. (who is impleaded with the said C. D.) now here in Court, before the said Justices, by his attorney aforesaid, prays that the said report may be confirmed—and he also prays judgment thereon for their costs and charges by them in and about their defence in this behalf expended, to be adjudged to them &c. Therefore it is considered, by the said Court now here, that the said report be confirmed, and that the said A. B. take nothing by his said bill, but that he and his pledges to prosecute be in mercy, &c. and that the said T. T. and C. D. do go thereof without day &c. And it is further considered, that the said T. T. and C. D. recover against the said A. B. dollars, for their costs and charges by them laid out about their defence in this behalf, by the Court of the said People now here adjudged to the said T. T. and C. D. and with their assent, according to the form of the act in such case made and provided, and that the said T. T. and C. D. have execution thereof, &c.

* * *

Fieri facias in assumpsit.

THE PEOPLE of &c. To the Sheriff of &c. Greeting: We command you that of the goods and chattels of C. D. in your bailiwick, you cause to be made dollars, which A. B. lately in our Supreme Court of Judicature at the City of &c. recovered against him for his damages which he had sustained, as well on occasion of the not performing certain promises and undertakings, then lately made by the said C. D. to the said A. B. as for his costs and charges by him about his suit, in that behalf expended: Whereof the said C. D. is convicted as appears to us of record, and if sufficient goods and chattels, of the said C. D. cannot be found within your bailiwick, that then and in that case, you cause the damages aforesaid, to be made of the lands and tenements whereof the said C. D. was seized on the day of in the year &c. or at any time thereafter in whose hands soever the same may be: And have you that money before our Justices

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Justices of our said Court, at the City-Hall of the City of &c. on &c. to render to the said A. B. for his damages aforesaid; and have there then this writ. Witness, James Kent, Esquire, our Chief Justice, at the City of &c. the day of in the year &c. *Fairlie and Bloodgood.*

The like by and against surviving partners.

THE PEOPLE of &c. To the Sheriff of &c. Greeting: We command you that of the goods and chattels of G. H. and J. K. in your bailiwick, you cause to be made dollars, which A. B. C. D. and E. F. in the life time of the said E. F. now deceased, and whom the said A. B. and C. D. have survived, lately in our Supreme Court, of Judicature at the City of &c. recovered against them the said G. H. and J. K. and one L. M. in his life time, now deceased, and whom the said G. H. and J. K. have survived, for their damages which they had sustained as well on occasion of the not performing certain promises and undertakings then lately made by the said G. H. J. K. and L. M. to the said A. B. C. D. and E. F. as for their costs and charges &c. whereof the said G. H. J. K. and L. M. are convicted as appears to us of record, and if sufficient goods and chattels of the said G. H. and J. K. cannot be found &c. and have that money, &c.

The like upon a judgment by an executor or administrator.

THE PEOPLE of &c. To the Sheriff of &c. Greeting: We command you that of the goods and chattels of C. D. in your bailiwick, you cause to be made dollars, which A. B. executor of the last will and testament of E. F. deceased, (or administrator of all and singular the goods, chattels and credits, which were of E. F. deceased, at the time of his death, who died intestate) lately in our Supreme Court of Judicature, at the City of &c. recovered against &c. whereof the said C. D. is convicted, as appears to us of record, and if sufficient goods and chattels of &c. cannot be found &c. and have that money before our justices of &c. at &c. to render to the said A. B. executor (or administrator) as aforesaid, for the damages aforesaid; and have then there this writ. Witness, &c.

The like on a judgment against an executor or administrator, de bonis testatoris &c.

THE PEOPLE of &c. To the Sheriff of &c. Greeting: We command you that of the goods and chattels, in your bailiwick which were of E. F. deceased, at the time of his death, in the hands of C. D. executor &c. (or administrator &c.) to be administered, you cause to be made dollars which A. B. lately in our supreme Court of Judicature at the City of &c. recovered against the said C. D. as executor, (or administrator) as aforesaid, for his damages which he had sustained, as well on occasion of the not performing certain promises and undertakings, made by the said E. F. in his life time to the said A. B. as for his costs and charges by him about his suit in that behalf expended, whereof the said C. D. is convicted, as appears to us of record, if the said C. D. hath so much thereof in his hands, to be administered; and if he hath not so much thereof in his hands to be administered, then that you cause to be made dollars parcel of the damage aforesaid, being for the costs and charges aforesaid, of the proper goods and chattels, of the said C. D. in your bailiwick; and if sufficient goods and chattels of the said C. D. cannot be found, &c. and have that money &c.

Fieri

Fieri facias in debt.

THE PEOPLE of &c. To the Sheriff of &c. Greeting: We command you that of the goods and chattels of C. D. in your Bailiwick your cause to be made a certain debt of dollars which A. B. lately in our Supreme Court of Judicature at the City of New-York, recovered against him and also dollars which in our same Court at the City of &c. aforesaid were adjudged to the said A. B. for his damages which he had sustained, as well on occasion of the detention of the said debt, as for his costs and charges, by him about his suit in that behalf expended, whereof the said C. D. is convicted as appears to us of record; and if sufficient goods and chattels of the said C. D. cannot be found, that then and in that case you cause the debt and damages aforesaid to be made of &c. and have that money before our Justices of our said Court at &c. on &c. to render to the said A. B. for his debt and damages aforesaid; and have there then this writ. Witness. &c.

In Covenant.

For his damages which he had sustained as well on occasion of the breach of a certain covenant, made between the said A. B. and the said C. D. as for his costs and charges &c..

In Case.

For his damages which he had sustained as well on occasion of a certain grievance then lately committed by the said C. D. to the said A. B. as for his costs &c.

In Trover.

For his damages which he had sustained as well on occasion of the converting and disposing of certain goods and chattels of the said A. B. by the said C. D. as for his costs &c.

In an action for words.

For his damages which he had sustained as well on occasion of the speaking and publishing of certain false, scandalous, malicious and defamatory words, then lately spoken and published by the said C. D. to, of and concerning the said A. B. as for his costs &c.

In Replevin.

For his damages which he had sustained as well on occasion of the taking and unjustly detaining of the cattle, goods and chattels of the said C. D. as for his costs &c.

In Trespass.

For his damages which he had sustained as well on occasion of a certain trespass, then lately committed by the said C. D. as for his costs &c.

In Trespass and Assault,

For his damages which he had sustained as well on occasion of a certain trespass and assault then lately committed by the said C. D. on the said A. B. as for his costs &c.

In Trespass

In Trespass and Ejectment,

For his damages which he had sustained as well on occasion of a certain trespass and assault then lately committed by the said C. D. against the said A. B. as for his costs &c.

Fieri Facias on a nonsuit.

THE PEOPLE of &c. To the Sheriff of &c. Greeting : We command you that of the goods and chattels of A. B. in your bailiwick, you cause to be made dollars which lately in our Supreme Court of Judicature at the City of &c. were adjudged to C. D. according to the form of the act in such case made and provided, for his costs and charges by him laid out in and about his defence in a certain action of trespass on the case upon promises (or as the action is) lately brought in our said court by the said A. B. against the said C. D. for that the said A. B. did not prosecute the said action ; whereof the said A. B. is convicted as to us appears of record, and if sufficient goods and chattels of the said A. B. cannot be found within your bailiwick that then &c. and have that money before our justices of &c. on &c. at &c. to render to the said C. D. for his costs and charges aforesaid ; and have there then this writ &c.

The like on a verdict for defendant.

For his costs and charges by him laid out in and about his defence, in a certain action of trespass on the case upon promises (or as the action is) lately brought in our said court by the said A. B. against the said C. D. whereof &c.

The like on a judgment as in case of a non-suit.

For his costs and charges by him laid out in and about his defence in a certain action of trespass on the case upon promises (or as the action is) then lately commenced and depending in our said court, at the suit of the said A. B. against the said C. D. for that the said A. B. had neglected to bring a certain issue before then joined in the said action, on to be tried, according to the course and practice of the said court ; whereof &c.

Fieri facias against an executor or administrator, de bonis propriis, after a return of devastavit.

THE PEOPLE of &c. To the Sheriff of &c. Greeting : Whereas we lately commanded you, that of the goods and chattels which were of E. F. deceased, at the time of his death, in the hands of C. D. executor of the last will and testament of the said E. F. (or administrator of all and singular the goods, chattels and credits, which were of the said E. F. at the time of his death, who died intestate) to be administered, in your bailiwick, you should cause to be made, &c. (reciting the fieri facias de bonis testatoris, &c.) And you at that day returned to our said justices that the said C. D. had no goods or chattels which were of the said E. F. &c. (reciting the Sheriff's return.) Therefore, we command you, that of the proper goods and chattels of the said C. D. in your bailiwick, you cause to be made the said dollars, and if sufficient goods and chattels, of the said C. D. cannot, &c. and have that money before our said Justices, at the City-Hall of &c. on &c. to render to the said A. B. for his damages (or debt and damages) aforesaid : and have there then this writ. Witness &c.

Habere

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Habere facias possessionem in ejectionem.

THE PEOPLE of &c. To the Sheriff of &c. Greeting: Whereas A. B. lately in our Supreme Court of Judicature at the City Hall of &c. by bill without our writ (or if by original, by our writ) and by the judgment of the same court, recovered against C. D. his term then and yet to come of and in two dwelling houses, &c. (as in the declaration in ejectionem) with their appurtenances, situate, lying and being in the town of &c. in your county, which E. F. on the day of in the year &c. demised to the said A. B. and his assigns to hold the same to the said A. B. and his assigns from the day of then last past, for and during and unto the full end and term of years, from thence next ensuing, and fully to be complete and ended; by virtue of which said demise the said A. B. entered into the said tenements, with the appurtenances, and was possessed thereof until the said C. D. afterwards, to wit, on the day of in the year &c. with force and arms &c. entered into the said tenements with the appurtenances which the said E. F. had demised to the said A. B. in manner and for the term aforesaid, which was not then nor is yet expired, and ejected the said A. B. from his said farm; whereof the said C. D. is convicted, as appears to us of record: Therefore we command you that without delay you cause the said A. B. to have the possession of his said term yet to come, of and in the tenements aforesaid, with the appurtenances; and in what manner you shall have executed this our writ, make appear to our Justices of our said Court at the City Hall of the City of &c. on &c. and have there then this writ. Witnesses &c.

The like and fieri facias for costs.

THE PEOPLE of &c. To the Sheriff of &c. Greeting: We &c. (as in the habere facias to the return day, then proceed as follows): We also command you that of the goods and chattels of the said C. D. in your bailiwick, you cause to be made dollars, which the said A. B. lately in our said Court, before our said Justices at the City-Hall of &c. aforesaid, recovered against the said C. D. for his damages which he had sustained, as well on occasion of the trespass and ejectionem aforesaid, as for his costs and charges, by him about his suit in that behalf expended; Whereof the said C. D. is also convicted, as appears to us of record, and if sufficient goods and chattels of &c. cannot be found within your bailiwick, that then, and in that case &c. (as in a common Fi. Fa.) And have you the said monies before our said Justices of our said Court, at the City-Hall of &c. on the return day aforesaid, to render to the said A. B. for his damages aforesaid; and have there then this writ. Witnesses, &c.

Capias ad satisfaciendum in assumptione.

THE PEOPLE of &c. To the Sheriff of &c. Greeting: We command you that you take C. D. if he shall be found within your bailiwick, and him safely keep, so that you may have his body before our Justices of our Supreme Court of Judicature at the City-Hall of the City of &c. on &c. to satisfy A. B. of dollars, which the said A. B. lately in our said Court before our said Justices at the City of &c. recovered against him, for his damages which he had sustained, as well on occasion of the not performing certain promises and undertakings, then lately made, by the said C. D. to the said A. B. as for his costs and charges by him about his suit in that behalf expended; whereof the said C. D. is convicted, as appears to us of record; and have there then this writ. Witnesses, &c.

Capias

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Capias ad satisfaciendum for the residue.

THE PEOPLE of &c. To the Sheriff of &c. Greeting: Whereas by our writ we lately commanded you, that of the goods and chattels, &c. (reciting the fieri facias): And you at that day returned to our said Justices at the City-Hall of &c. that by virtue of the said writ, to you directed, you had caused to be made of the goods and chattels, (or "lands and tenements" &c. as the fact is) of the said C. D. dollars, parcel of the damages, (or debt and damages) aforesaid, which money you had ready at the day and place in the said writ contained, to render to the said A. B. for so much of his damages, (or debt and damages) aforesaid, as by the said writ you were commanded; and that the said C. D. had not any other or more goods and chattels, lands or tenements, in your bailiwick, whereof you could cause to be made the residue of the damages, (or debt and damages) aforesaid, or any part thereof: Therefore we command you that you take the said C. D. if he shall be found within your bailiwick, and him safely keep, so that you may have his body before our said Justices at the City-Hall of the City of &c. on &c. to satisfy the said A. B. of dollars, residue of his damages, (or debt and damages) aforesaid, and have there then this writ. Witnesses, &c.

Capias ad satisfaciendum against an executor or administrator, after a devastavit and return of nulla bona to a fieri facias de bonis propriis.

THE PEOPLE of &c. To the Sheriff of &c. Greeting: Whereas we lately commanded you, that of the goods and chattels, &c. (reciting the fieri facias de bonis testatoris, &c.): And you at that day returned that &c. (reciting the return of nulla bona testatoris nec propria and devastavit): Whereupon we lately commanded you that of the proper goods and chattels, &c. (reciting the fieri facias de bonis propriis): And you at that day returned to our said Justices, that the said C. D. had not any of his own proper goods and chattels, lands or tenements, in your bailiwick, whereof you could cause to be made the damages, (or debt and damages) aforesaid: Therefore we command you that you take the said C. D. if he shall be found in your bailiwick, and him safely keep, so that you may have his body before our said Justices at the City-Hall of &c. on &c. to satisfy the said A. B. of his damages, (or debt and damages) aforesaid, and have you there then this writ. Witness, &c.

Satisfaction Piece.

New-York Supreme Court.

Of Term in the year &c.

_____ fs. Satisfaction is acknowledged between A. P. plaintiff and C. D. defendant, of a plea of trespass on the case, for dollars damages and costs, (or, of a plea of debt for dollars debt and dollars damages, &c.)

Judgment entered of term in the year &c.

J. A. Attorney for Plaintiff.

PROCEEDINGS IN PARTITION OF LANDS.

Petition for the appointment of a Guardian for infant tenants, in partition.

To the Honorable the Justices of the Supreme Court of Judicature
of the State of New York;

The Petition of A. B. of &c. merchant, respectfully
sheweth

That your petitioner and C. D. and G. H. both of &c. children of E. F. late
of the same place, merchant, now deceased, are seized in fee simple as tenants in
common, of all and singular, the lands, tenements and hereditaments following,
to wit, All those three certain lots, pieces, &c. (here take in the description of
the premises to be divided) Together with the messuages, buildings, improve-
ments and appurtenances to the same belonging or appertaining: And also, &c.

And your Petitioner further sheweth, That he and the several other owners
or proprietors, first above mentioned, are respectively seized of all and singular
the lands, tenements and hereditaments above described, with the rights, mem-
bers, privileges and appurtenances, thereunto belonging or appertaining, in the
manner and proportions following, that is to say, your Petitioner is seized as a-
foresaid of two equal undivided fourth parts thereof, the whole into four equal
parts to be divided, the said C. D. is seized, as aforesaid, of one other equal undivided
fourth part thereof, and the said G. H. is seized as aforesaid, of the remaining
equal undivided fourth part thereof: And your Petitioner further sheweth, that
he is desirous to have Partition made of all and singular the said lands, tenements
and hereditaments, above described, with the appurtenances, and for that purpose
intends to present his Petition to this Honorable Court; at the next term thereof,
praying that the same may be divided among the parties aforesaid, according to
their respective rights therein; by commissioners to be appointed by this Court, in
pursuance of an act of the legislature of the state of New York, entitled an act
"for the Partition of Lands,".... But that the said C. D. and G. H. are sever-
ally minors, under the age of twenty one years: Wherefore your Petitioner prays
this Honorable Court to appoint some proper person or persons, guardian or guar-
dians, to the said minors, respectively, for all the purposes intended by the said
act, to the end that your Petitioner may be enabled to proceed according to the
act aforesaid, for the Partition of the premises above mentioned, among the par-
ties aforesaid, according to their respective rights therein. Dated this day
of in the year &c.

A. Attorney for the Petitioner:

Affidavit of the truth of the above Petition.

DURENTS COURT is. A. B. the Petitioner named in the preceding Pe-
tition, being duly sworn, saith, that the said Petition is true in substance and mat-
ter of fact, according to the belief of this deponent. A. B.

Sworn, &c.

Rule for the appointment of a Guardian in Partition.

New-York Supreme Court. }
 In the matter of A. B. }
 vs. }
 C. D and G. H. } In Partition.

On reading and filing the Petition of A. B. setting forth, among other things, that he, the said Petitioner, and C. D. and G. H. children of E. F. late of, &c. merchant, now deceased, are seized in fee simple, as tenants in common, of certain lands, tenements and hereditaments, with the appurtenances, situate &c. And also of certain other lands, tenements and hereditaments, with the appurtenances, situate &c. All which premises are in the said Petition particularly described; and also setting forth that the said Petitioner intends presenting his Petition to this Court, praying that the said Premises may be divided among the parties aforesaid, according to their respective rights therein, pursuant to the act, entitled, "an act for the Partition of Lands."... And that the said C. D. and G. H. are severally minors, under the age of twenty one years, and praying this Court to appoint some proper person or persons, guardian or guardians, to the said minors, respectively, for all the purposes intended by the said act, to the end, that the said Petitioner may be enabled to proceed according to the act aforesaid, for the partition of the said premises among the parties aforesaid, according to their respective rights therein; And on reading and filing, also, an affidavit of the said Petitioner that the substance and matters of fact set forth in the said Petition, are according to his belief, true; And on motion of A. Attorney for the said Petitioner,

ORDERED, that R. S. of &c. be and he is hereby appointed guardian to the said C. D. and G. H. respectively, during their respective minorities, for all the purposes intended by the said act; he the said R. S. first entering into a bond to the people of this state, with such other person or persons being a freeholder or freeholders of this state, as one of the Clerks of this Court, shall approve; which bond shall be in such penal sum as shall be directed by the said Clerk, and shall be conditioned according to the directions of the act entitled "an act for the Partition of Lands." The said Clerk, in directing the amount of the Penalty of the said bond to have due regard to the value and situation of the said minors' rights and estates respectively, as the same shall be made to appear to him.

Order of the Clerk relative to the bond of Guardian.

New-York Supreme Court }
 In the matter of A. B. Petitioner }
 vs. }
 C. D. and G. H. } In Partition:

To the Honourable the Justices of the Supreme Court of Judicature of the state of New-York.

I, James Fairlie, one of the Clerks of this Hon. Court, do report, that in pursuance of a rule of this Court, made on the day of last past, on the Petition of A. B. in the matter above mentioned, a certified copy of which rule is hereunto annexed, I have examined into the matters by the said rule referred to one of the Clerks of this Court, and that I do approve of L. P. &c. &c. of &c. two freeholders of the said state, as sureties for R. S. guardian for C. D. and G. H. the minors in the said rule mentioned: And I do direct, that the bond mentioned in the said rule, be in the penal sum of &c. Dated this day of in the year &c.

Bond

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Bond of Guardian.

KNOW ALL MEN by these presents, that we, R. S. and L. P. &c. &c. of &c. merchants, are held and firmly bound unto the people of the state of New York in the sum of &c. lawful money of &c. to be paid to the said people or to their certain attorney or successors: To which payment well and truly to be made, we bind ourselves, our heirs, executors and administrators, jointly and severally, by these presents. Sealed with our seals, and dated this day of in the year of our Lord &c.

Whereas in pursuance of an act of the legislature of the state of New York, entitled "an act for the partition of lands," passed 7th April, 1801, and on the petition of A. B. presented to the Supreme Court of Judicature of the state aforesaid, on the day of February, in February term now last past, the said Court have appointed the above named R. S. Guardian for C. D. and G. H. in the said Petition mentioned, minors, under the age of twenty one years, during their respective minorities, for all and every, the purposes intended by the said act; and to do and perform in the behalf of the said minors, respectively, every act respecting the proceedings under the said act for the partition of the lands tenements and hereditaments, in the said Petition mentioned, or any matter or thing relating thereto—the said lands, tenements and hereditaments, being situate &c. and being in the said Petition particularly set forth and described: Now therefore, the condition of the above obligation is such, that if the said R. S. shall well and faithfully discharge the trust committed to him by the said appointment, as Guardian of the aforesaid minors, for the purposes before mentioned, and if, also, he shall render a just and true account of such Guardianship in all courts and places when thereunto required, then this obligation to be void, but otherwise to be, and remain in full force and virtue. Sealed and delivered &c.

Petition for the appointment of Commissioners to make partition.

To the Honourable the Justices of the Supreme Court of Judicature of the state of New York.

The Petition of A. B. of &c. merchant, respectfully

SHewETH:—

That your Petitioner is seized, in fee simple, as tenant in common, of two undivided fourth parts, the whole into four equal parts to be divided, of all and singular the lands, tenements and hereditaments following, to wit, All those three certain lots &c. &c. (here describe the premises of which partition is to be made.) And your Petitioner further sheweth, that C. D. a minor, under the age of twenty-one years, one of the children of E. F. late of &c. merchant, now deceased, is seized in fee simple as tenant in common, of one other undivided fourth part of all and singular the premises above mentioned and described: And your Petitioner further sheweth, that G. H. also a minor, under the age of twenty-one years, and also one of the children of the said E. F. deceased, is seized in fee simple, as tenant in common, of the remaining undivided fourth part of all and singular the said premises above mentioned and described. All which premises above mentioned are, however, subject to the right of dower of J. F. widow of the said E. F. deceased, in the one equal undivided half part thereof, with the appurtenances:

And your Petitioner further sheweth, that he is desirous to have Partition made of the aforesaid lands, tenements and hereditaments, with the appurtenances, among the several parties aforesaid, according to their respective rights therein: Wherefore your Petitioner prays, that all and singular, the aforesaid lands, tenements and hereditaments, with the rights, members, privileges and appur.

appurtenances thereunto belonging or appertaining, may be divided by Commissioners, to be appointed by this Court, in pursuance of the act, entitled: "an act for the Partition of lands," passed 7th April, 1802, among the several owners or proprietors thereof, according to their respective rights therein. Dated this day of in the year, &c.

A. Att'y. for the Petitioner.

Notice of intention to Petition, &c. to be served on the parties, on published together with the petition according to the act.

SIR: Please to take notice, that a Petition, of which the preceding is a copy, will be presented to the Supreme Court of Judicature of the state of New-York, on the first day of the next term of the said Court, to be held at the City-Hall of the City of &c: on &c at eleven o'clock in the forenoon of the same day, or as soon thereafter as counsel can be heard, and an application will thereupon be made to the said Court, for the appointment of Commissioners to divide the lands, tenements and hereditaments, with the rights, members, privileges, and appurtenances, in the said petition mentioned and described, among the several owners or proprietors thereof, according to their respective rights therein, agreeable to the prayer of the said petition, and in pursuance of an act of the Legislature of the state of New-York, entitled "an act for the partition of lands." Dated this day of in the year &c. Yours, &c.

A. Attorney for the Petitioner.

To Mr. L. M. Guardian to C. D. and G. H.

Rule to Plead on filing petition and affidavit of notice in partition.

New-York Supreme Court. In the matter of A. B. vs. C. D. and G. H. } In Partition.

On reading and filing the Petition of A. B. and the notice thereunder written, and an affidavit of J. K. proving to the satisfaction of the said Court, that copies of the said petition and notice have been duly served, more than forty days previous to this term, on R. S. Guardian to the parties, defendants above named, and on motion of A. attorney for the plaintiff or petitioner, above named,

ORDERED, that the said C. D. and G. H. appear and answer the said petition in twenty days, or judgment.

A plea of confession, &c.

New-York Supreme Court. C. D. and G. H. ads. A. B. } In Partition.

And the said C. D. and G. H. by R. S. their Guardian, who is admitted by the said Court to prosecute and defend for the said C. D. and G. H. who are respectively minors, within the age of twenty-one years, as Guardian for the said C. D. and G. H. of the plea aforesaid, come and defend the wrong and injury, when, &c. and say that they cannot deny the facts or allegations in the petition of the said A. B. set forth and made, nor but that partition ought to be made between them the said C. D. and G. H. and the said A. B. of the tenements and premises aforesaid, with the appurtenances, in form aforesaid, and they freely consent that partition thereof be made between them, the parties aforesaid, according to the prayer of the said petition, and the directions of the act aforesaid.

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Mode for Partition and appointment of Commissioners.

In the matter of A. B. }
New-York Supreme Court. vs. } In Partition.
C. D. and G. H.

On reading and filing the plea of confession of C. D. and G. H. the parties defendants in this cause, by R. S. their Guardian in this behalf, duly admitted by this Court, whereby the said C. D. and G. H. admit the facts and allegations in the petition of the said A. B. set forth and made; and that partition ought to be made between them and the said A. B. of the tenements and premises, with the appurtenances, in the said Petition mentioned, in the manner and form therein mentioned, and whereby they consent that partition thereof may be made between them, the said parties, according to the prayer of the said Petition, and the directions of the act therein mentioned.... The Court now here ascertain and determine that the rights of the said parties respectively in and to all and singular the premises, in the said Petition mentioned, are such as in the said Petition was set forth, that is to say, that the right of the said A. B. is two undivided fourth parts thereof, (the whole into four equal parts to be divided) in fee simple—the right of the said C. D. is one other undivided fourth part thereof in fee simple, and the right of the said G. H. is also one other undivided fourth part in fee simple: And thereupon on motion of A. attorney for the said plaintiff or Petitioner: ORDERED, judgments that Partition of the said premises be made between them, the said parties, according to their respective rights therein, as the same are respectively ascertained and determined, and on like motion it is further ORDERED, that J. O. W. W. and G. S. being three respectable freeholders of &c. where in the greatest part in value of the said premises are situated, be, and they are hereby appointed commissioners to make the said Partition, quality and quantity relatively considered, according to the respective rights and interests of the said parties, adjudged as aforesaid.

Form of Commissioners' oath.

In the matter of A. B. }
New-York Supreme Court. vs. } In Partition.
C. D. and G. H.

vs. J. O. W. W. and G. S. of &c. the Commissioners appointed by a rule of this Court, made in the above cause, to make partition among the parties above named, of the premises in the proceedings in this cause mentioned and described, being severally sworn, say, that they will honestly and impartially execute the trusts reposed in them, as Commissioners for making partition of the said tenements and hereditaments, as directed by the said Court.

Sworn, &c.

J. O.
W. W.
G. S.

Commissioners' Report that partition cannot be made, &c.

In the matter of A. B. }
New-York Supreme Court. vs. }
C. D. and G. H.

To the Honourable the Justices of the Supreme Court of Judicature of the State of New-York:

We, J. O. W. W. and G. S. being the Commissioners appointed by a rule of this Court, to make partition of the lands, tenements and hereditaments, in the proceedings in this cause mentioned, among the parties above named, according to their respective rights therein, having first taken and subscribed the oath by law

Partition.

law in such case directed, do report to this Court, that the premises whereof partition is required and directed in this cause, are three dwelling houses and lots of land, with the appurtenances, situate in &c. and two tenements and several out houses, with a parcel of ground thereunto belonging, and a lot of ground, situate in &c. All which premises do not exceed fifty acres in quantity; and that the said premises are so circumstanced that a division thereof cannot be made among the owners thereof, according to their respective rights therein, without great prejudice to the owners of the same. Dated the day of in the year &c.

Rule for Sale

In the matter of A. B. }
vs. } In Partition.
C. D. and G. H. }

New-York Supreme Court.

J. O. W. W. and G. S. having been, by a rule of this Court, duly appointed Commissioners to make partition of the premises mentioned and described in the proceedings in this cause, among the parties above named, according to their respective rights therein, and the said Commissioners having first taken and subscribed the oath, by law in such case directed, and having reported to this Court that the premises whereof partition is required and directed in this cause, are so circumstanced that a division thereof cannot be made among the owners thereof, according to their respective rights therein, without great prejudice to the owners of the same, and it appearing to the Court, now here, by satisfactory proof, that the said premises are three houses and lots of land, with the appurtenances, situate in &c. and two tenements, &c. &c. And that the said premises do not exceed fifty acres in the whole: Thereupon, it is ORDERED, on motion of A. attorney for the said plaintiff or petitioner, that the said Commissioners do sell the said premises, in the said report and proceedings mentioned, at public vendue, to the highest bidder, giving at least thirty days notice of the time and place of such sale, and after said sale, that they report the same to this Court.

Form of Commissioners' advertisement.

In the matter of A. B. }
vs. } In Partition of Land.
C. D. and G. H. }

New-York Supreme Court.

In pursuance of an order of the Supreme Court of Judicature of the state of New-York, made in this cause, we intend to sell, at public vendue, to the highest bidder, at &c. on the day of next, at o'clock in the afternoon, all these three lots of land &c. (here describe the premises and conclude thus); as the said sale is to be made by us, as commissioners acting under a rule of Court, as above mentioned, our conveyances to the purchasers will not contain any covenants warranting the title. Dated the day of in the year &c.

Report of Sale.

In the matter of A. B. }
vs. } In Partition of Land.
C. D. and G. H. }

New-York Supreme Court.

We, J. O. W. W. and G. S. of &c. the commissioners appointed by this Court, to make partition of the premises mentioned and described in the proceedings in this cause, among the said parties, according to their respective rights therein, having been directed in and by a rule or order of this Court, made on the day of in the year &c. to sell the said premises at public vendue

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vendue, to the highest bidder, giving at least thirty days previous notice of the time and place of said sale, and after such sale to make report thereof to this Court, DO REPORT, to this Court, that in pursuance of the directions to us given in and by the last mentioned rule or order, we did, on the day of in the year &c. sell the said premises, at public vendue, at &c. to the persons, and for the prices following, that is to say, the house, &c. &c. &c. (here describe particularly, the premises sold by the Commissioners, to whom, and for what prices, then proceed thus) which said purchasers were the highest and best bidders for the premises, sold to them respectively; and that we gave more than thirty days previous notice of the time and place of such sale. Dated this day of &c.

Rule for confirming sale.

In the matter of A. B. }
New-York Supreme Court: vs. } In Partition:
C. D. and G. H.

On reading the report of J. O. W. W. and G. S. Commissioners appointed by a rule of this Court, to make partition of the premises mentioned and described in the proceedings in this cause, among the said parties, according to their respective rights therein; and who were afterwards, by a rule or order of this Court directed to sell the said premises; by which report it appears to this Court that the said Commissioners in pursuance of the directions to them for that purpose given, by a rule of this Court, did on the day of in the year &c. sell the said premises, at public vendue at &c. to the persons, and for the prices following; that is to say, one house &c. &c. &c. (here insert the description of the premises as in the report of the Commissioners then say) the said purchasers being the highest and best bidders for the premises sold to them respectively—and that the said Commissioners had given more than thirty days previous notice of the time and place of such sale, which report being filed, on motion of A. attorney &c. ORDERED that the said sale be, and the same is hereby approved of by this Court: And hereupon it is further ordered, that the said sales be valid and effectual in the law. And it is further ordered, that the said Commissioners execute good and sufficient conveyances in the law for the premises so sold, to the purchasers thereof:

And on like motion it is further ordered that one moiety of the money arising from the said sales of the said premises be paid by the said Commissioners to the said A. B. or his legal representatives; that two third parts of the other moiety be paid by the said Commissioners to the guardian of the said C. D. and G. H. for their use, and that the remaining third part of the last mentioned moiety be retained by the said Commissioners, subject to the orders of the Court of Chancery for placing out the same to satisfy the rights of J. F. the widow of E. F. deceased, and of the said C. D. and G. H. the infants before named, the said Commissioners deducting from the respective portions of the said purchase money, the costs and charges which may be ordered to be retained out of the same.

Commissioners' Deed of Conveyance.

THIS INDENTURE, made the day of in the year &c. Between J. O. W. W. and G. S. all of &c. Commissioners appointed in and by a rule of the Supreme Court of Judicature of the State of New-York, made in May term, in the year &c. to make partition of the premises hereafter described among the owners thereof, of the first part, and J. B. of the same place, merchant, of the second part: Whereas, A. B. of &c. merchant, did, in May term, in the year &c.

etc. exhibit to the Supreme Court of Judicature of the state of New York, a petition, setting forth, that he, the said Petitioner, was seized, in the staple, as tenant in common, of two undivided fourth parts, the whole into four equal parts to be divided, of all and singular the lands, tenements and hereditaments following, to wit, (here describe the premises as in the petition for the partition of the land) the said petition, also, further setting forth, that C. D. a minor, &c. (here describe the names and shares of the other tenants in common) as stated in the petition, and proceed) as by the said petition filed in the office of the Clerk of the said Supreme Court, reference thereunto being had, will more fully appear: And whereas, the said parties to these presents, of the first part, were, in due form of law, appointed by the said Supreme Court of Judicature, Commissioners to make partition of the said premises, among the said owners thereof, according to their respective rights therein, as by the records of the said Supreme Court, reference thereunto being had, will manifestly appear: And whereas, such proceedings were afterwards had in the said Supreme Court, upon and by reason of the said petition, and the appointment of the said Commissioners for the purposes aforesaid, that they, the said Commissioners, parties to these presents, of the first part, were, by a rule of the said Court, duly authorized and required, to sell the said lots or parcels of ground and premises, with the appurtenances, at public vendue, to the highest bidder, giving at least thirty days previous notice of the time and place of such sale, and after said sale to make report thereof to the said Court, as by the records of the said Court, reference thereunto being had, will also manifestly appear: And whereas, the said Commissioners, parties to these presents, of the first part, did, in pursuance of such authority and directions, (after having given more than thirty days previous notice of the time and place of such sale by advertisements inserted in two of the public newspapers, printed in &c.) on the day of in the year &c. sell all those three certain &c. &c. (as in the Commissioners' report of sales) to the purchaser, the said party to these presents, of the second part: And whereas, such sale was afterwards in due form of law, reported to, and approved of, by the said Court, and it was thereupon considered and adjudged, by the same Court, that the said sale should be valid and effectual in law, and the said Commissioners, parties to these presents, of the first part, were by a further rule of the said Supreme Court of Judicature, duly authorized and required, to execute a good and sufficient conveyance in the law, for the said premises so sold to the said purchaser thereof, as by the records of the said Supreme Court, reference thereunto being had, will also manifestly appear:

Now therefore, this indenture witnesseth, that the said parties to these presents of the first part, in pursuance of the directions and authority to them given, as last above mentioned, and for and in consideration of dollars to them in hand paid by the said party of the second part, at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, and the said party of the second part, therefrom acquitted and discharged, Have granted, bargained and sold, aliened, conveyed and confirmed, and by these presents do grant, bargain and sell, alien, convey and confirm, unto the said party of the second part, his heirs and assigns forever, all the estate, right, title and interest, which the said parties of the first part, have or had, or which the said A. B. C. D. and G. H. have or had, of, in and to all and singular, the said premises herein last above described, with the hereditaments and appurtenances to the same belonging, or appertaining: And the reversion and reversions, remainder and remainders, rents issues and services thereof, and every part thereof, with the hereditaments and appurtenances: To have and to hold the said hereby granted premises, with the appur-

partenances and every part thereof, unto the said A. B. his heirs and assigns to his and their only proper use, benefit and behoof forever, in as full a manner as the said parties of the first part ought to; or lawfully may grant and convey the same by these presents. In witness whereof, the said parties to these present have herunto interchangeably set their hands and seals the day and year first above written.

Sealed and delivered in presence of &c.

Judgment record in Partition.

New-York Supreme Court. Of term, in the year &c. Witness,
James Kent, Esq. Chief Justice.

Fairlie & Bladgood.

DUTCHESS COUNTY, ss. A. B. puts in his place B. A. his attorney, against C. D. and G. H. of a plea for the partition of lands.

BE IT REMEMBERED, that on the first Monday of May, of May term in the year &c. before the Justices of the People of the state of New-York of the Supreme Court of Judicature of the same People, at the City-Hall of the city of New-York, came A. B. (according to the directions of the act in such case made and provided) by B. A. his attorney, and exhibited to the said Court then there, a certain Petition against C. D. and G. H. for the partition of lands, which said petition follows in these words, to wit: To the Honourable the Justices of the Supreme Court of Judicature of the State of New-York—The Petition of &c. (copy the petition verbatim to the end, next copy the plea &c. and then proceed as follows:)

And thereupon the premises being seen and fully understood by the said Court, and mature deliberation being thereupon had, it is ascertained and determined by the said Court, (according to the directions of the act in such case made and provided) that the rights of the said parties, respectively, in and to all and singular the lands, tenements and hereditaments in the said petition mentioned, are such as in the said petition is set forth, that is to say, that the right of the said A. B. is two undivided fourth parts thereof, &c. &c. (as in the petition.) THEREFORE IT IS CONSIDERED, by the same Court, that partition of the said premises be made between them, the said parties, according to their said respective rights therein, in form aforesaid, by the said Court ascertained and determined: Whereupon, and upon the prayer of the said A. B. the petitioner, the same Court now here, by rule or order, appoint J. O. W. W. and G. S. being three respectable freeholders, of &c. wherein the greatest part in value of the said premises are situated, Commissioners to make the said partition between the parties aforesaid, quality and quantity relatively considered, according to the respective rights and interests of the said parties, adjudged as aforesaid.

Day is therefore given by the said Court to the said Commissioners, until the tenth day of May, instant, in this same term, at the City-Hall of the City of &c. to make the said partition in form aforesaid, or to report thereon to the said Court: And the same day is given to the said A. B. and the said C. D. and G. H. the parties aforesaid, there &c.

At which day, that is to say, on the tenth day of May, in May term, in the year &c. before the said Justices of the said People of the state of New-York, of the Supreme Court of Judicature of the same People, at the City-Hall of the City of &c. comes as well the said A. B. by his attorney aforesaid, as the said C. D. and G. H. by their guardian aforesaid, and the said Commissioners have sent to the said Court, now here, a certain report in writing, under their hands, by which it appears to the same Court, that the said Commissioners, having first taken

and subscribed the oath, by law in such case directed, do report, that the premises, whereof partition is in form aforesaid required and directed, are three houses and lots of land, with the appurtenances, situate &c. (as in the Commissioners' report) all which premises do not exceed fifty acres, in quantity, and that the said premises are so circumstanced that a division thereof, in form aforesaid, cannot be made without great prejudice to the owners of the same, which said report being satisfactory proof to the Court that the said premises do not contain more than fifty acres, and cannot be divided among the owners thereof without great and manifest prejudice to them: It is thereupon, and upon the prayer of the said A. B. the said petitioner, Ordered by the said Court, now here, according to the directions of the act aforesaid, that the said Commissioners sell the said premises, at public vendue, to the highest bidder, giving at least thirty days previous notice of the time and place of such sale, and after such sale that they report the same to this Court. Day is therefore given by the same Court to the said Commissioners until the first Monday of August, in August term, in the year, &c. at the City-Hall of the City of &c. to sell the said premises in manner aforesaid, and to report the same to the said Court: And the same day is given to the said A. B. and the said C. D. and G. H. the parties aforesaid, there, &c.

And afterwards, that is to say, on the said first Monday of August, of August term, in the year &c. before the said Justices of the People of the state of New-York of the Supreme Court of Judicature of the same People, at the City-Hall of the City of &c. comes as well the said A. B. by his attorney aforesaid, as the said C. D. and G. H. by their Guardian aforesaid, and the said Commissioners have sent to the said Court a certain report, in writing, under their hands, by which it appears to the same Court, that in pursuance of the directions to the said Commissioners given in and by the rule or order aforesaid, for that purpose made, they, the said Commissioners, did on the day of in the year

sell the said premises, at public vendue, at &c. to the persons and for the prices following, that is to say.... The house, &c. &c. (as in the Commissioners' report of the sales) which said purchasers were the highest and best bidders for the premises sold to them respectively: And that they, the said Commissioners, had given more than thirty days previous notice of the time and place of such sale: And by the same report it further appears, that the whole of the aforesaid premises were, before the said sale thereof, subject to the right of dower of J. F. the widow of E. F. deceased, in the one equal undivided half part thereof, which right of dower she the said J. F. agreed with them, the said Commissioners, in order to promote the said sale, to release, to the respective purchasers, on condition that they, the said Commissioners, should retain in their hands one equal sixth part of the nett proceeds of such sales to &c. &c. (according to the agreement in this case) which sales being approved of by the said Court: **THEREFORE IT IS FURTHER CONSIDERED**, by the said Court now here, that the said sales, respectively, be valid and effectual in the law. Whereupon, and upon the prayer of the said A. B. the said petitioner, it is **ORDERED**, by the said Court, that the said Commissioners execute good and sufficient conveyances in the law to the several purchasers aforesaid, for the premises so sold, to them respectively: And it is in like manner further ordered, that one moiety of the monies arising from the said sales of the premises aforesaid, be paid, by the said Commissioners, to the said A. B. the petitioner, or his legal representatives, that two third parts of the remaining moiety of the said monies be paid, by the said Commissioners, to the Guardian of the said C. D. and G. H. for their ^{equal}

equal proportions, and that the remaining third part of the said remaining moiety of the said monies be retained by the said Commissioners, to be placed out under the directions of the Court of Chancery, &c. &c. (according to the agreement with the widow) the said Commissioners, first deducting from the share of the said A. B. the said petitioner, one equal half part of the costs and charges hereafter mentioned, and from the residue of the said monies arising from the said sales, the remaining half part of the said costs and charges hereafter mentioned; which said costs and charges, being allowed and taxed by the same Court according to the directions of the act aforesaid, for defraying the charges and expences of said partition, amount, in the whole, to dollars, the several proportions whereof are to be deducted as aforesaid.

Judgment Signed the day of &c.

PROCEEDINGS UNDER THE "ACT FOR THE RELIEF OF DEBTORS WITH RESPECT TO THE IMPRISONMENT OF THEIR PERSONS."

Notice, by Insolvent, of his intention to petition for discharge, &c.

	A. B.	}
Dutchess Common Pleas	vs.	
	C. D.	

To Mr. A. B.

SIR—TAKE NOTICE, that I the said C. D. do intend to present my petition to the Court of Common Pleas, to be holden at the Court-House in Poughkeepsie, in and for the said county of Dutchess, on Tuesday the eighth day of October next, at ten o'clock in the forenoon of the same day, or as soon thereafter as I can be heard, for such relief and benefit as I may be entitled to, by virtue of an act of the legislature of the state of New-York, entitled "An Act for the relief of debtors with respect to the imprisonment of their persons," passed the 24th day of March, 1801—and that I have no debts, estates or effects whatsoever, nor had I any at the time of my first imprisonment in this action, or at any time since either in possession, reversion, remainder or expectancy, other than and except what are mentioned and contained in the schedule or inventory hereunder written, the same being a true copy of the account of all my estate which will be stated in or annexed to my said petition as the act aforesaid in such case provided, directs. As Witness my hand this day of, &c. C. D.

A schedule, account or inventory, of all the estate, real or personal, in law or equity, which I, C. D. a prisoner charged in execution in the custody of J. F. Esquire, Sheriff of the county of Dutchess, at the suit of A. B. or any person or persons, in trust for me, was or were possessed of or entitled to, at the time of my first imprisonment at the suit of the said A. B. or at any time since, either in possession, reversion, remainder or expectancy, in law or equity, and of all charges affecting the same, both as the same estate existed at the time of my first imprisonment in the said suit, and as it now exists: And also, a just and true account of all deeds, securities, books and writings whatsoever, relating to the same, and the names and places of abode of all the witnesses to such deeds, securities and writings. Dated this day of &c.

REAL

REAL ESTATE :—(Describe it, if any, and also set forth all charges or incumbrances, if any, which affect the same; or if there be no real estate, say, "I have none, either in possession, reversion, remainder or expectancy, in law or equity.")

GOODS AND CHATTELS :—(Set them forth particularly.)

DEBTS :—(Stating the names of the persons from whom they are due, and also, whether they arise from bonds, bills, notes, or book &c.—State also, the amount of said debts respectively, and if due on bonds, bills, notes, &c, mention their dates, and the names and places of abode of all witnesses, if any, to the same.)

C. D.

NOTE—After setting forth a full account of all the petitioner's estate, in the manner above directed, as the same existed at his first imprisonment, you will in the last place, set forth any changes which may have taken place in the same between the time of the petitioner's first imprisonment and the time of making out his inventory—it will also be necessary to shew the causes of these changes, as if any part of the property has been sold you must shew on what account, to whom, and for what price, as accurately as you can.

Affidavit of service of notice.

_____ s. E. F. of &c. being duly sworn, deposes and saith that he served a true copy of the above notice, and inventory thereto annexed, upon R. S. Esquire, attorney for &c. on the _____ day of &c, by delivering the same to him personally, (or as the case may be.)

Sworn, &c.

E. F.

Petition of Insolvent.

To the Honourable the Judges and Assistant Justices of the Court of Common Pleas, holden at the Court-House, in and for the county of Dutchess,
The Petition of C. D. humbly

SHEWETH,

That your Petitioner is a prisoner in the custody of the Sheriff of the county of &c. in the common goal in and for said county, charged in execution at the suit of A. B. for the sum of _____ dollars damages and costs, (or _____ dollars debt and _____ dollars damages) as by the certificate of the said Sheriff hereunto annexed more fully appears—That your Petitioner humbly apprehends he is entitled to the benefit of the act of the Legislature of the state of New-York entitled "an act for the relief of debtors with respect to the imprisonment of their persons," passed the 24th of March, 1801—That your Petitioner hath not at the time of exhibiting this his petition nor had he at the time of his first imprisonment in this action, or at any time since, any debts, estate or effects whatsoever, either in possession, reversion, remainder or expectancy, in law or equity, other than; and except, what are mentioned and contained in the schedule or inventory hereunto annexed, (if there be one.)

Your Petitioner, being willing and desirous to conform himself to the directions of the aforesaid act, respectfully prays this Honourable Court to grant a rule or order that your petitioner shall be brought up upon a day to be assigned for that purpose in order that the said A. B. may personally or by his counsel, shew cause if any he have, why an assignment of your Petitioner's estate should not be made and he be discharged pursuant to the act aforesaid

Schedule (as above.)

C. D.

Rule

Rule for bringing up the prisoner.

C. D. }
 ads. } On reading and filing the petition of the said C. D. a prisoner now
 A. B. } in confinement in the custody of J. T. Esquire, Sheriff of the
 county of _____ in the common Jail of said county, charged in execution at the
 suit of the said A. B. together with an affidavit of the due service of a notice
 upon the said A. B. (or his attorney &c.) fourteen days before the presenting
 the said Petition, stating his intention to present the same to this court at this
 present term, and on motion of E. F. attorney for the said C. D. ORDERED,
 that the said C. D. be brought into court on _____ the day of _____ instant in
 this present term of _____ to be discharged from his imprisonment, pursuant to the
 act entitled "an act for the relief of debtors with respect to the imprisonment,
 of their persons," and according to the prayer of the said petition, unless suffi-
 cient cause be shewn to the contrary.

Form of Sheriff's Certificate.

A. B. }
 vs. }
 C. D. }
 Dutche's Common Pleas. }
 I DO HEREBY CERTIFY, that C. D. the defendant in the above suit,
 is confined in the Common Jail of the county of _____ in my custody, charged in
 execution, at the suit of the above named plaintiff, by virtue of a writ of *capias*
ad satisfaciendum, issuing out of this Court and lodged in my office, against the said
 C. D. whereon I am directed to levy and receive the sum of _____ dollars, exclu-
 sive of my fees. Dated this _____ day of &c. J. T. Sheriff of the }
 Witness. _____ county of _____ }

Assignment to be endorsed on the Petition.

Know all men by these presents, That I, C. D. the prisoner within named,
 for and in consideration of the premises within contained, and in pursuance of the
 act in such case, made and provided, Have, and by these presents do assign,
 transfer, and set over unto A. B. all the estate, real and personal, in law or
 equity, contained in the account within set forth and stated, or so much thereof
 as may be sufficient to satisfy the debt wherewith I the said prisoner stand
 charged as within mentioned, together with the Goal fees thereon:—(arms
 and accoutrements, and necessary wearing apparel and bedding, and the tools or
 instruments of my trade, not exceeding fifty dollars in value, in the whole, ex-
 cepted,) and to his heirs, executors, administrators and assigns, TO HAVE AND
 TO HOLD the same, and every part and parcel thereof, (except as before ex-
 cepted) for the benefit of the said creditor and to satisfy the debt within men-
 tioned, wherewith I the said prisoner stand charged in execution, together with
 the Goal fees as aforesaid, unto the said A. B. his heirs, executors, administra-
 tors, and assigns forever and to and for no other use or intent whatsoever. In wit-
 ness whereof I have hereunto set my hand and seal this _____ day of &c. C, D.
 Sealed and delivered in presence of &c.

Rule for the discharge of the prisoner.

C. D. }
 ads. }
 A. B. }
 An Assignment of all the Estate, real and personal, in law or equity, contained
 in the account of the above named Defendant (his arms and accoutrements and
 necess-)

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necessary wearing apparel and bedding, and the tools or instruments of his trade, not exceeding fifty dollars in value in the whole, excepted) as set forth and stated in his Petition, addressed and presented to this Court, praying to be relieved from imprisonment in the above cause, according to the directions of the act of the Legislature of this State, entitled, "An Act for the relief of Debtors with respect to the imprisonment of their persons," passed the 24th of March, 1801, being made and executed by the above Defendant pursuant to the order of this Court, on motion of Mr. E. F. of Counsel for the Defendant, and in his behalf, Ordered, that the said Defendant be discharged out of the custody of the Sheriff of the County of _____ at the suit of the above named Plaintiff in the cause stated in the said petition.

PROCEEDINGS UNDER THE "ACT FOR GIVING RELIEF
IN CASES OF INSOLVENCY."

Petition of Insolvent Debtor.

TO the Honourable D. T. Esquire, one of the Justices of the Supreme Court of Judicature of the state of New-York, (or "one of the Judges of the Court of Common Pleas, in" &c.)

The Petition of D. L. an insolvent debtor, and of the several persons whose names are hereunto subscribed, creditors of the said insolvent, who have debts *intra se* owing to them by the said insolvent, amounting to at least three fourths of all the monies owing by the said insolvent humbly

SHEWETH,

That your Petitioners are desirous that the said insolvent may obtain the benefit of the act of the legislature of the state of New-York, entitled "an act for giving relief in cases of insolvency," passed 3d April, 1801—And they do, therefore, pray that the said insolvent's estate may be assigned and he be discharged according to the provisions of the said act: And your petitioners, the creditors aforesaid, do hereby, in pursuance of the said act, nominate G. H. to be the assignee of the said insolvent's estate. Dated the _____ day of &c.

Affidavit of the Petitioning Creditors.

DUTCHESS COUNTY ss. A. B. a petitioning creditor of D. L. of Poughkeepsie, in said county of Dutchess, an insolvent debtor, being duly sworn, saith, that the sum of _____ dollars, lawful money of the state of New-York, being the sum annexed to the name of this deponent, subscribed to the petition hereunto annexed, is justly due to him, this deponent, and that this deponent or any other person to his use, hath not received from the said D. L. or any other person, any payment of part of his demand against the said D. L. in money or by sale, conveyance, assignment or delivery of any lands, tenements, hereditaments, goods, chattles, or any thing or things in action, or any gift or reward whatsoever, upon any express or secret, or implied contract, promise, engagement, intent, trust or confidence, that he, this deponent, should become a petitioner for and in behalf of the said D. L. and further this deponent saith not.

Sworn this _____ day of &c. before me.

Account of Creditors, &c.

A full, just and true account of all the creditors of D. L. of the town of _____ in the county of _____ an insolvent debtor, and of the monies owing to them respectively, by the said insolvent....(viz.)

Dux

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DUE TO E. P. & C.—(State the names of the several creditors, and the sums due to them respectively, and also, whether on book, note, &c.)
 Dated, &c. D. L. Insolvent.

Inventory of Insolvent's estate.

A full, true and just inventory of all the estate, both real and personal, in law and equity, of D. L. of the town of _____ in the county of _____ and of all the books, vouchers and securities relating to the same.

REAL ESTATE—(If any, describe it particularly, and also notice the incumbrances, if any, upon it...or if there be no real estate, say "The said insolvent has no real estate either in law or equity.")

GOODS AND CHATTLES—(Setting them forth.)

DEBTS DUE THE INSOLVENT—(Name the several persons and the sums due from each, and whether arising on book, bond, &c.)

Dated, &c.

D. L. Insolvent.

Affidavit of putting up a copy of the advertisement of Insolvent, &c.

DUTCHESS COUNTY ss. A. B. being duly sworn, deposes and saith that he did on Monday the _____ day of _____ put up an advertisement, a copy of which is hereto annexed, on the outer door of the Court-House in the county of _____ and that he continued the same on said outer door for six successive Mondays.
 Sworn, &c. A. B.

Assignment of Insolvent's estate.

TO all, to whom these presents shall come or may concern D.L. of &c. an insolvent debtor, sendeth Greeting : Whereas the said insolvent, in conjunction with so many of his creditors as have debts, *bona fide*, owing to them, by the said insolvent, amounting at least to three fourths of all the money owing by the said insolvent, in order to obtain a general discharge; in pursuance of an act of the legislature of the state of New-York, entitled, "an act for giving relief in cases of insolvency," passed 3d April, 1801, did on the _____ day of _____ present a petition to &c. &c. praying that the said insolvent's estate might be assigned, and he be discharged according to the direction of the said act : And whereas the said insolvent did, at the time of presenting the said petition, deliver to the said Judge, &c. a full, just and true account of all his creditors, and the monies owing to them respectively, by the said insolvent, and also, a full, true and just inventory of all the estate, both real and personal, in law and equity, of the said insolvent, and of all books, vouchers and securities relating to the same, and the said &c. (the Judge) did thereupon administer to the said insolvent the oath in such case required in and by the act aforesaid : And whereas, after taking the said oath, notice was given by the said insolvent and the said petitioning creditors, or one of them, to all the creditors of the said insolvent, as by the act aforesaid is directed, to shew cause, if any they had, at the then next court of Common Pleas, to be holden at &c. in and for the county of &c. on &c. (or "before the said Justice at," &c.) why an assignment of the said insolvent's estate should not be made and he be discharged according to the act aforesaid : At which day, no sufficient cause appearing to the contrary, the said Court of common Pleas, (or "the said Justice,") did direct a grant or assignment of all the said insolvent's estate, both in law and equity, in possession, reversion or remainder, ("except," &c. here describe such articles as the Court may think proper to except and allow the insolvent to retain, according to the act,) to be made to C. D. being the person

person nominated, according to the directions of the act aforesaid, by a majority of the said petitioners in respect to the amount of their said demands on the said insolvent: NOW THEREFORE KNOW YE that I, the said insolvent, in pursuance of the act aforesaid, and other the premises above recited, and also for and in consideration of the sum of two dollars, lawful money of the state of New York, to me in hand paid, by the said C. D. at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, have granted, bargained, sold, aliened, released, conveyed, assigned and set over, and by these presents do grant, bargain, sell, alien, release, assign and set over unto the said C. D. his heirs, administrators and assigns, all my lands, tenements, hereditaments, goods, chattles and debts owing and payable unto me the said insolvent, and all my estate, real and personal, both in law and equity, in possession, reversion or remainder whatsoever and wheresoever the same may be, (excepting &c. here enumerate the articles which the Court or Justice may think proper to except and allow the insolvent to retain) and all the books, vouchers and securities, relating to the same; and the reversion and reversions, remainder and remainders, rents, issues and profits of all and singular the said premises, and of every part and parcel thereof, and all my estate, right, title, trust, interest, claim and demand, of, in and to the same, and every part and parcel thereof, together with all deeds, bonds, notes, mortgages, securities, books and evidences of any right or title to the same, and every or any part or parcel thereof: To have and to hold, all and singular, the said premises hereby granted, released, conveyed or assigned unto the said C. D. his heirs, executors, administrators and assigns forever: IN TRUST NEVER THELESS to and for the only and sole use, benefit and behoof of all my creditors, according to the true intent and meaning of the act aforesaid, and to and for no other intent, use or purpose whatsoever. In witness whereof I have hereunto set my hand and seal this day of &c.

Sealed and delivered in }
the presence of }

Certificate of Assignee.

To all to whom these presents shall come or may concern, Greeting: I, C. D. of &c. Assignee of D. L. an insolvent debtor, Do, in pursuance of an act of the Legislature of the state of New York, entitled "an act for giving relief in cases of insolvency," passed 3d April, 1801, hereby certify and make known; that the said D. L. hath, by a certain instrument or writing, bearing date &c. granted, conveyed, assigned and delivered unto me, the said C. D. for the use, benefit and behoof of all his creditors, all his estate, real and personal, both in law and equity, in possession, reversion and remainder, (except &c. as in the assignment,) and all the books, vouchers and securities relating to the same. In witness whereof I have hereunto set my hand and seal this day of &c.

Sealed and delivered in the }
presence of }

Oath to be administered to Assignee.

— So help you God. Sworn, &c. C. D.
f. You, C. D. of &c. Assignee of D. L. an insolvent debtor, do swear that you will well and faithfully manage the estate of the said D. L. and keep and render a true account of all that shall come to your hands of the same, in pursuance of the act of the legislature of the state of New York, entitled "an act for giving relief in cases of insolvency," passed 3d April, 1801.

Form of a Judge's warrant for the attendance of persons to be examined relative to the estate &c. of an insolvent debtor.

To C. D.

YOU are hereby required and commanded, to appear before me S. T. Esquire, one of the Justices of the Supreme Court of Judicature of the state of New-York, at my dwelling house in the City of (or "before a Court of Common Pleas to be holden at in and for the county of" &c.) on the day of next; at ten o'clock in the forenoon, to give evidence relative to the estate, debts and credits of J. B. an insolvent debtor: and this you shall not omit under the penalty of one hundred and twenty five dollars. Witness my hand and seal this day of in the year &c.

S. T. §L. S. §

Discharge of Insolvent Debtor.

By the Court of Common Pleas, holden at the Court-House, in the town of — in the county of —, on the day of in the year &c.

[Or "By the Hon. S. T. Esquire, one of the Justices of the Supreme Court of Judicature of the People of the State of New-York.

WHEREAS D. L. of &c. an insolvent debtor, did, on the day of &c. in conjunction with so many of his creditors, whose demands against him, in the whole, amounted to three fourths of all the monies owing by him, present their petition to the Hon. D. B. Esq. one of the Justices of &c. (or "one of the Judges of the said Court, now here,") setting forth that the said D. L. had become insolvent, and that they were desirous he should be discharged in pursuance of the act entitled, "an act for giving relief in cases of insolvency," passed 3d April, 1801....and praying that the estate of the said insolvent might be assigned and delivered up to C. D. for the benefit of all of the said insolvent's creditors; to which petition, at the time it was presented to the said D. B. Esq. as aforesaid, were annexed the affidavits of the several petitioning creditors aforesaid, in the mode prescribed in and by the act aforesaid: And whereas the said insolvent did, at the time of presenting the said petition as aforesaid, deliver unto the said D. B. Esq. in writing, a full, just and true account of all his creditors, and the monies owing to them respectively, by the said insolvent; and also, a full, true and just inventory and account of all the estate, both real and personal, in law and equity, of the said insolvent, and of all books, vouchers and securities, relating to the same: And whereas, also, the said D. B. Esq. did administer unto the said insolvent the oath in and by the act aforesaid directed: And whereas, pursuant to the directions of the act aforesaid, notice hath been given by the said insolvent, and his said petitioning creditors, or one of them, by advertisement bearing date the day of &c. & published by them for six weeks successively, in the newspaper &c. (describe the several papers in which the advertisement is inserted, and where printed) a copy of which said advertisement was put up for six Mondays successively, on the outward door of the Court-House of the county of &c. being the county in which the said insolvent then resided: By which advertisement all the creditors of the said insolvent were notified to shew cause, if any they had, before the said Justice, at &c. [or "before the then next Court of Common Pleas, to be holden at the Court-House in the town of in and for the said county of" &c.] on the day of then

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 then next, at eleven o'clock in the forenoon of the same day, being the day by the said D. B. Esq. for that purpose appointed, why an assignment of the said insolvent's estate should not be made for the benefit of all his creditors, and the said insolvent discharged according to the direction of the act aforesaid: And whereas, no sufficient cause to the contrary being shewn to the said Court now here, [or "to the said Justice,"] and the said Court (or "the said Justice") being satisfied that the said insolvent is justly and truly indebted to the subscribing petitioners in the sums by them respectively mentioned, and that such sums amount in the aggregate to three fourths of the debts due by such insolvent, and that the said insolvent has conformed in all things to the matters required of him by the aforesaid act, thereupon, on the day of &c. which day had been duly assigned by the said Court (or "the said Justice") for a hearing in the premises, did direct an assignment of all the estate of the said insolvent, real and personal, both in law and equity, in possession, reversion and remainder, except, &c. (here describe the articles ordered by the Court &c, to be excepted) to be by the said insolvent made to the said C. D. And whereas, the said insolvent has produced to the said Court now here, (or "to the said Justice") a certificate under the hand and seal of the said C. D. executed in the presence of two witnesses, dated the day of &c. purporting that the said insolvent had granted, conveyed, assigned and delivered, for the use of his creditors, all his estate, real and personal, both in law and equity, in possession, reversion and remainder, except as aforesaid, and all the books, vouchers and securities, relating to the same.

Now therefore the said Justice, (or "the said Court now here,") to wit, on this day of &c. ("of the term of") in the year &c. in virtue of the power and authority vested in the said Court, (or "the said Justice") by law, and in pursuance of the act aforesaid, doth discharge the said insolvent from all the debts due by him at the time of the said assignment or contracted before that time, though payable afterwards, and if in prison from his confinement.

By the Court.

APPENDIX,

CONTAINING,

A VARIETY OF PRECEDENTS FOR THE USE OF CORONERS, JUSTICES OF THE PEACE, OVENSEERS OF THE POOR, AND OTHER TOWN OFFICERS, PROCEEDINGS IN DISTRESS FOR RENT, &c. &c.

PROCEEDINGS IN DISTRESS FOR RENT.

The Landlord himself, may distrain, or he may employ any other person for that purpose, by a warrant in writing, as his bailiff.

Form of Warrant for Bailiff to distrain.

To Mr. A. B. my Bailiff, GREETING :—Distrain the goods and chattles of C. D. in the house he now dwells in, (or “on the premises in his possession,”) situate in &c. for dollars, being one quarter's (or “one year's”) rent due to me for the same, on the first day of May, instant. And for, your to doing this shall be your sufficient warrant and authority. Dated the day of &c.

E. F.

In order to distrain you enter upon the premises, and make a seizure of the distress. If it be made in a house, you take a chair or other article and say, “I seize this chair, &c. in the name of all the goods in this house, for the sum of dollars, being one quarter's (or “one year's”) rent, due to me (or to E. F. “the landlord) on the first day of May, instant,” (“by virtue of an authority “from the said E. F. for that purpose,” if you distrain as bailiff.)

You then take an inventory of so many goods as you judge will be sufficient to discharge the rent due, and also the charges of distraining, as follows.

Form of the Inventory.

An inventory of the several goods and chattles distrained by me, A. B. (or “by me E. F.” the landlord) this day of &c. in the houses, out-houses and lands, (as the case may be) of C. D. situate in &c. (“by the authority and on the behalf of E. F.” provided you distrain as bailiff) for the sum of dollars, being one quarter's rent due to the said E. F. (or “to me,” as the case is) on the first day of May instant.

In the dwelling house.... Two tables, six chairs, &c. &c.

In the barn.... Two cows, one waggon, &c. &c.

At

Distress for Rent.

At the bottom of the inventory subscribe the following,

Notice to the Tenant.

To Mr. C. D.

Take notice, that I have this day distrained, (or "as bailiff to E. F. your landlord, I have this day distrained,") on the premises above mentioned, the several goods and chattles specified in the above inventory, for the sum of dollars, being one quarter's rent due to me, (or "to the said E. F." if by bailiff) on the first day of May instant, for the said premises: and that unless you pay the said rent, with the charges of distraining for the same, within five days from the date hereof, the said goods and chattles will be appraised and sold according to law. Given under my hand and seal the day of &c. A. B.

A true copy of the above inventory and notice, must either be given to the tenant himself, or left at the chief mansion house, or set upon the most notorious part of the premises, if there be no house thereon. And it is proper to have a witness present who may examine the inventory &c. and attest to the service and regularity of all the proceedings, particularly, where the landlord himself, distrains.

The goods may be removed immediately, if it should be deemed unsafe to leave them on the premises, and in that case it will be proper in the notice to acquaint the tenant where they are removed. Or if the security of the landlord will admit of it, they may be left on the premises till the day of sale.

If, after the seizure, any agreement should be made between the landlord and tenant, respecting the sale of the property, taking it out of the regular operation of the law, for the purpose of giving the tenant further time to pay his rent, it will be best that a memorandum should be made, in writing, stating the particulars of such agreement.

If there be no agreement for further time, and the goods distrained shall not be replevied according to law, nor the rent paid, within five days after such distresses taken and notice thereof as above directed, you then apply to the sheriff or under sheriff of the county, or a constable, or other like officer of the town or place where the distress is taken, and procure the goods to be appraised by two sworn appraisers, who are to be summoned by such constable or other officer for that purpose, and are to be, by him, sworn well and truly to appraise the same, according to the best of their understanding, in the following manner.

Form of the oath to be administered to the appraisers.

You, and each of you, shall well and truly appraise the goods and chattles, mentioned in this inventory, (holding it in his hand) according to the best of your understanding. So help you God—(or "You, and each of you, do solemnly, sincerely and truly, declare and affirm, that you will well and truly," &c.)

The officer is then to indorse on the inventory, the following

Memorandum.

MEMORANDUM :—That on the day of &c. A. B. of &c. and C. D. of &c. sworn (or "affirmed") appraisers, were severally sworn on the Holy Evangelists, (or "were solemnly and in due form of law affirmed,") by me, D. E. a constable

a constable of the town of &c. well and truly to appraise the goods and chattles, mentioned in this inventory, according to the best of their understandings.

As Witness my hand.

D. E. Constable.

The appraisers will next proceed to appraise the goods, which having done, you continue the indorsement on the inventory as follows :

Form of the appraisment to be indorsed on the Inventory.

We, the above named A.B. and C.D. being sworn upon the Holy Evangelists, (or "duly affirmed," as the case may be) by D. E. the Constable above named, well and truly to appraise the goods and chattles mentioned in this inventory, according to the best of our understanding ; and, having viewed the said goods and chattles, do appraise and value the same at the sum of dollars. As witness our hands the day of &c.

A. B. }
C. D. } Sworn Appraisers.

After such appraisement, the goods may be sold at public auction or vendue to the highest bidder, first giving three days public notice, by advertisement, of the time and place of such sale ; and the money arising therefrom is to be applied to the payment of the rent and the charges of such distress, appraisment and sale, leaving the overplus, if any, in the hands of the officer for the use of the owner. But if the goods distrained should not amount to sufficient to discharge the rent and charges, you may distrain again.

PROCEEDINGS BEFORE A JUSTICE OF THE PEACE IN FORCIBLE ENTRY AND DETAINER.

By an act of the Legislature of the State of New-York, 11th Sess. Chap. 6th, it is enacted,

"That at all times when any forcible entry shall be made into any lands, tenements or other possessions, and complaint thereof cometh to the Justices of the peace of the same county, or to any of them, the same Justices or Justice, shall take sufficient power of the county, and go to the place where such force is made, and if they find any that hold such place forcibly, after such entry made, the same Justices or Justice, shall record such force, and set and impose a fine, not exceeding five pounds, upon every of the said offenders, to be paid by them, for their said offences, to the people of this state, and cause every of them so holding by force, to be taken and put into the next gaol of the same county, there to abide convict by the record of the same Justices or Justice, until they shall have respectively paid such fine to the people of this state."

And by the same act it is made the duty of all persons to go and assist the Justices to arrest such offender.

Such Justices or Justice are required to make a record of such force by them or him viewed, as follows :

Record of a forcible detainer upon view.

DUTCHESS COUNTY, ss. BE IT REMEMBERED, that on the day of in the year at the town of Washington, in the county of Dutchess, aforesaid, A. B. complaineth to us E. H. J. T. and S. T. Esquires, three of the Justices of the People of the state of New-York, assigned to keep the peace, in the said county, and also to hear and determine divers felonies, trespasses and other

other misdemeanors, in the said county committed, that C. D. & E. F. late of &c., into the messuage of him the said A. B. being the dwelling house of him the said A. B. situate within the town of Washington, aforesaid, did enter, and him the said A. B. from the messuage aforesaid, whereof the said A. B. at the time of the entry aforesaid, was seized as of the freehold of him the said A. B. for the term of his life, [or "was seized in his demesne as of fee," or if it is not a freehold say "was possessed,"] unlawfully ejected, expelled and removed, and the said messuage from him, the said A. B. unlawfully, with strong hand and armed power, doth yet hold and from him detain, against the form of the act in such case made and provided; whereupon the said A. B. then, to wit, on the said day of at the town of Washington aforesaid, prayeth of us, so as aforesaid being Justices, to him in this behalf, that a due remedy be provided, according to the form of the act aforesaid: Which complaint and prayer by us, the aforesaid Justices, being heard, we, the aforesaid E. H. J. T. and S. T. Esquires, Justices aforesaid, to the messuage aforesaid personally have come, and do then and there find and see the aforesaid C. D. & E. F. the aforesaid messuage with force and arms, unlawfully, with strong hand and armed power, detaining, against the form of the act in such case made and provided, according as he the same A. B. so as aforesaid hath unto us complained: Therefore it is considered by us, the said Justices, that the aforesaid C. D. and E. F. of the detaining aforesaid with strong hand, by our own proper view, then and there as aforesaid had, are convicted, and every of them is convicted, according to the form of the act aforesaid: Whereupon, we the Justices aforesaid, upon every of the aforesaid C. D. and E. F. do set and impose, severally, a fine of dollars of good and lawful money of &c. to be paid by them and every of them severally to the said people of the said state of New-York, for the said offences; and do cause them, and every of them, then and there to be taken and arrested; and the same C. D. and E. F. being convicted, and every of them being convicted, upon our own proper view, of the detaining aforesaid, with strong hand as aforesaid, by us the aforesaid Justices, are committed, and every of them is committed, to the common gaol of the said people in the town of Poughkeepsie, in the county of Dutchess aforesaid, being the next gaol to the messuage aforesaid, there to abide respectively, until they shall have paid their several fines respectively to the people aforesaid. Concerning which the premises aforesaid we do make this our record. In witness whereof, we, the aforesaid E. H. J. T. and S. T. Esquires, the Justices aforesaid, to this record our hands and seals do set at the town of Washington aforesaid, in the county of Dutchess aforesaid, on the day of in the aforesaid, year of &c.

This record being made by the Justices or Justice may be retained in their hands as a matter of record.

The offenders having been arrested, are to be committed to the next gaol, for which purpose the Justices will make out their mittimus.

Mittimus for a forcible detainer.

DUTCHESS COUNTY s. E. H. J. T. and S. T. Esquires, three of the Justices of the People of the state of New-York, assigned to keep the peace within the said county of Dutchess and also to hear and determine divers felonies, trespasses and other misdemeanors in the said county committed; to the keeper of the common gaol at Poughkeepsie, in and for the said county of Dutchess and to his deputy and deputies there, and to every of them, GREETING: Whereas, upon complaint

plaint made unto us, this present day, by A. B. of &c. in the said county, yeoman, we went immediately to the dwelling house of the said A. B. at aforesaid, in the said county, and there found C. D. late of &c. labourer, and E. F. late of &c. blacksmith, forcibly, with strong hand and armed power, holding the said house against the peace of the said People, and against the form of the act, in such case made and provided: Therefore we send you, by the bringers hereof, the bodies of the said C. D. and E. F. convicted of the said forcible holding by our own view, testimony and record; commanding you in the name of the said People to receive them the said C. D. and E. F. into your said gaol, and there safely to keep them, and every of them respectively, until they shall have respectively paid the several sum of dollars, of good and lawful money of &c. to the said People, which we have set and imposed upon every of them severately, for a fine and ransom for their said trespasses respectively. Herein fail you not, at the peril that may follow thereof. Given at aforesaid, in the county aforesaid, under our seals respectively, the day of &c.

It is said that the Justices or Justice, have no power to commit the offender except upon their own view of the fact and not upon the finding of the Jury.

Dalt. c. 44.

But if such offenders, being in the house &c. at the coming of the Justice, make no resistance, nor make show of any force, then the Justice cannot arrest or remove them upon such view.—*Dalt. c. 44.* This, however, will not preclude him from issuing his warrant for a jury to inquire of the force: And if any force be found afterwards by a jury, the Justice may bind the offenders to the peace...*Ib.*

The fine must be assessed upon the offenders severally and not jointly; and the Justice ought to estreat the fine and send the estreat into the exchequer. But upon payment, or sureties by recognizance, the Justice may deliver the offender from prison at his pleasure.—*Ib.*

Thus far with respect to removing the force; but the party ousted cannot be restored to his possession by the Justice's view of the force; nor unless the force be found by the inquiry of a jury.

To that end, it is provided by the 2^d Sec. of the aforesaid act, "that where any person doth make any forcible entry into any lands" &c. "or them hold forcibly, after complaint thereof made within the same county where such entry is made, to the Justices of the peace of the same county, or to any one of them, by the party grieved; the same Justices or Justice, so warned, within a convenient time, shall go to the place where such force is made, taking the power of the county with him or them, if need be, and remove such force, if any there be,"—"and whether the persons making such entries be present, or departed before the coming of the same Justices or Justice, the same Justices or Justice, in some good town in the same county next to the tenements so entered, or in some other convenient place, according to their discretion, shall have, and either of them shall have authority and power to inquire, by the people of the same county, as well of them that make such forcible entries into lands or tenements, as of those which the same hold with force."

In order to which it is enacted by the 3^d Sec. of the same act, "That when the said Justices or Justice make such inquiries as aforesaid, they, or one of them, shall make a warrant or precept, to be directed to the Sheriff of the same county, commanding him in the name of the people of the state of New-York, to cause to come before the same Justices or Justice, at a certain time and place, therein to be specified, not less than two days from the time of issuing thereof, twenty four good and lawful men of the same county, duly qualified

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“qualified to serve as jurors in such county, on trials in the Supreme Court, to “inquire of such entries.”—

The following is the form of the warrant to be issued by the Justice for the above purpose.

Warrant or Precept to the Sheriff to return a Jury.

DUTCHESS COUNTY ss. E. H. Esquire one of the Justices of the people of the state of New-York, assigned to keep the peace in the said county of Dutchess and also to hear and determine divers felonies, trespasses, and other misdemeanors in the said county committed; to the Sheriff of the said county GREENING: In the name of the People of the State of New-York I command you, that you cause to come before me, at &c. in the county aforesaid, on the day of &c. (not less than two days from the time of issuing the precept) twenty four good and lawful men of your county [or “city and county” if in New-York] each of whom shall have in his own name or right, or in trust for him or in his wife’s right, a freehold in lands, messuages or tenements [if in New-York “or a personal estate of the value of &c.”] or of rents in fee or for life of the value of one hundred and fifty dollars free from all reprises, debts, demands or incumbrances whatsoever, to inquire upon their oaths for the said people, of a certain entry made with a strong hand (as it is said) into the messuage of one A. B. in the town of &c. in the county aforesaid, against the form of the act in such case made & provided: And you are to return upon every of the Jurors by you in this behalf to be impanelled twenty shillings of issues at the aforesaid day: And have you then there this precept, and this you shall in no wise omit, upon the peril that shall thereof ensue. Witness the said E. H. at in the county aforesaid, the day of &c.

The 3d Sec. of the same act likewise makes it the duty of such Justices or “Justice at the time of making such warrant or precept, to cause a notice in writing, of the issuing thereof, and of the time and place of the return thereof to “be affixed up in some public and suitable place upon the lands or tenements so “entered or holden, or delivered to the party against whom such complaint is “made if such party be on the premises. And further, that the Sheriff shall re- “turn issues upon every one of the Jurors, at the day of the return of the first “precept, twenty shillings, and at every day after, the double.”

The Jurors oath.

You shall true inquiry and presentment make of all such things as shall come before you, concerning a forcible entry (or “detainer” as the case may be) said to have been lately committed in the dwelling house of A. B. gentleman, in the town of &c. in this county; you shall spare no one for favour or affection, nor grieve any one for hatred or ill will, but proceed herein according to the best of your knowledge, and according to the evidence that shall be given to you: So help you God.

The oath that B. H. your foreman hath taken on his part, you and every of you shall truly observe and keep on your parts: So help you God.

The Jury are then to sit together in the manner of a grand Jury, to hear and examine the evidence on the part of the complainant only, as the party against whom complaint is made, may traverse the finding of this Jury, and a new Jury must thereupon be impanelled to try the fact, when he is allowed a full opportunity of making his defence.

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The finding of the Jury is in the following form.

The inquisition, indictment or finding of the Jury.

DUTCHESS COUNTY vs. An inquisition for the People of the State of New York, indented and taken at &c. in the said county of &c. the day of in the year &c. by the oaths of (insert the names of the Jurors) good and lawful men of the said county, before E. H. Esquire, one of the Justices of the said People assigned to keep the peace in the said county, and also, to hear and determine divers felonies, trespasses, and other misdemeanors in the same county committed, who say, upon their oaths aforesaid, that A. B. of &c. aforesaid, gentleman, long since lawfully and peaceably was seized in his demesne as of fee, [if not a freehold estate, then say, "was possessed,"] of and in one messuage with the appurtenances in aforesaid in the county aforesaid [if not a freehold "for a certain term of years then and still to come and unexpired"] and his said possession ("and feisin" if freehold) so continued until C. D. late of &c. labourer and E. F. late of the same place blacksmith, and other malefactors unknown, on the day of &c. with strong hand and armed power into the messuage aforesaid, with the appurtenances aforesaid, did enter, and him the said A. B. thereof disseized, and with strong hand expelled; [or if it be not a freehold say "and him the said A. B. from the peaceable possession of the said messuage, with the appurtenances aforesaid with strong hand unlawfully did expel and put out"] and him the said A. B. so disseized and expelled from the said messuage with the appurtenances aforesaid [or "and him the said A. B. so expelled and put out from the possession of the said messuage with the appurtenances aforesaid"] from the said day of &c. until the day of the taking of this inquisition, with like strong hand and armed power did keep out and do yet keep out, to the great disturbance of the peace of the said people and against the form of the act in such case made and provided.

We whose names are hereunto set, being the Jurors aforesaid, do, upon the evidence now produced before us, find the inquisition aforesaid true.

O. P.

R. S. &c.

If upon the taking of the above inquisition, the party indicted do not, forthwith, appear and traverse the same it is then the duty of the Justices or Justice, before whom the same is taken, immediately, to cause the lands &c. so entered and holden as aforesaid, to be resealed and to put the party, so put out, in full possession of the same. In order to which the Justice will make out his warrant of restitution; for the form of which see page 227.

But "if any person who shall be indicted upon this act before such Justices or Justice; shall immediately traverse such indictment, then the same Justices or Justice shall make a warrant or precept, to be directed to the Sheriff of the same county, commanding him in the name of the people of the State of New York, to cause to come before such Justices or Justice, at a certain day, not less than four, nor more than eight days from the time of issuing such precept and at a certain place therein to be specified, twelve good and lawful men of the same county, who shall be such as are or shall be qualified to serve as jurors as aforesaid, to try the same traverse, and the Sheriff shall return issues upon every of them in the manner aforesaid." *L. N. Y. 11th Sess. Chap. 6th Sec. 3d.*

By the 4th Sec. of the same act the defendant may also plead a quiet possession of the premises, in himself or those under whom he claims, for three whole years together,

together, next before the day of his indictment, and his estate therein not ended or determined, which being true, no restitution shall be made: and restitution must be stayed upon such indictment until that fact be tried, if the party complaining will traverse or deny the same; and the Justices or Justice, before whom such indictment is found, shall, in that case, issue his warrant for a new Jury and proceed to try the fact as above directed.

The traverse of the force by the defendant, must be tendered in writing, and not by a bare denial of the fact in words; for thereupon process for a Jury is to be awarded, by whom the issue is to be tried, a verdict found, a judgment rendered, and costs and damages awarded, and upon which verdict, also, the award of restitution must depend. To do all this there must be a record, which must be in writing. 2 *Burn's Justice* 354.

Form of the Traverse.

C. D. and E. F. }
ads. }
The People. }

And afterwards, to wit, on the day of aforesaid in the year aforesaid, before the said E. H. I. T. and S. T. Esquires, Justices as aforesaid, come the aforesaid C. D. and E. F. in their proper persons, and having had the hearing of the indictment and inquisition aforesaid, severally say, that they are thereof not guilty; and of this they put themselves upon the country, &c.

Upon the above traverse being tendered, the Justices, or one of them, as above directed, must issue a warrant for a new Jury to try the traverse.

Form of a warrant or precept for a new Jury to try the traverse.

DUTCHESS COUNTY ss. E. H. Esquire, one of the Justices of the people of the state of New-York, assigned to keep the peace in the said county of Dutchess and also to hear and determine divers felonies, trespasses, and other misdemeanors in the said county committed, to the Sheriff of the said county GREETING: In the name of the People of the state of New-York I command you, that you cause to come before me at &c. in the county aforesaid on the day of (not less than four, nor more than eight days from the time of issuing the precept) twelve good and lawful men of your county [or "city and county" if in N. Y.] each of whom shall have in his own name or right, or in trust for him or in his wife's right, a freehold in lands, messuages or tenements [if in N. Y. "or a personal estate of the value of" &c.] or of rents in fee or for life of the value of one hundred and fifty dollars free from all reprises, debts, demands or incumbrances whatsoever, by whom the truth of the matter may be the better known, to make a certain Jury of the country, upon their oath, to try a certain traverse of an indictment found for the said People of the said state and now pending before me the said Justice against C. D. of &c. labourer and E. E. of &c. blacksmith, for a certain entry ("and detainer" as the case may be) made with a strong hand into the messuage of one A. B. in the town of &c. in the county aforesaid, against the form of the act in such case made and provided, and who are in no wife of kin to the said C. D. and E. F. nor to either of them: And you are to return upon every of the Jurors by you in this behalf to be impanelled twenty shillings of issues at the aforesaid day: and have you then there this precept: and this you shall in no wise omit upon the peril that shall thereof ensue. Witness the said E. H. at in the county aforesaid, the day of &c.

The

The Jurors being summoned, and impannelled &c. are next to be sworn by the Justices or Justice as follows :

Form of the oath to be administered to the Jury.

You do swear (or "solemnly &c. affirm") that you will well and truly try the issue of traverse joined between the People of the state of New-York and C. D. and E. F. the defendants, and a true verdict give according to evidence : So help you God.

The Jury, after hearing the evidence, both in support of the indictment, and on the part of the traversers, will then make up their verdict of guilty, or not guilty as the fact may be ; and by the 5th Sec. of the aforesaid act it is provided, "That if the allegation or traverse, taken or made by the person or persons indicted, be tried against the person or persons so indicted, either before the same Justices or Justice or before the Justices of the Supreme Court, or either of them, in case the proceedings be removed into the Supreme Court, before such trial, then, and in every such case restitution shall be awarded by the Justices or Justice before whom the same shall be tried, or by the Supreme Court, in the same manner as if no plea or traverse had been made or put in by such persons so indicted."

In order to put the person ousted, into possession of the premises again, the Justice must issue a precept directed to the Sheriff of the county as follows :

Warrant or precept to the Sheriff to make restitution.

DUTCHESS COUNTY, ss. E. H. Esquire, one of the Justices of the People of the state of New-York, assigned to keep the peace in the said county, and also to hear and determine divers felonies, trespasses, and other misdemeanors in the said county committed, to the sheriff of the said county GREETING : Whereas by an inquisition taken before me the Justice aforesaid at &c. in the county aforesaid, on this present day of &c. [or "on the day of instant"] in the year &c. upon the oaths of &c. &c. (insert the names of the Jurors) and by virtue of the act made and provided in cases of forcible entry and detainer it is [or "was"] found that C. D. late of &c. labourer and E. F. late of &c. blacksmith, on the day of &c. now last past, into a certain messuage with the appurtenances, of A. B. of the town of aforesaid, in the county aforesaid, gentleman, situate, lying and being in the town of aforesaid in the county aforesaid with force and arms did enter, and him the said A. B. thereof, then with strong hand did disseize and drive out, and him the said A. B. thus driven out from the aforesaid messuage, with the appurtenances, from the day of aforesaid to this present day [or "to the said day"] of the taking of the said inquisition, with strong hand and armed force, did keep out, and do yet keep out, as by the inquisition aforesaid more fully appeareth of record : ["and whereas the said C. D. and E. F. did thereupon, forthwith, to wit, on the said day of instant, in their proper persons appear before me the said Justice and after having had a hearing of the inquisition aforesaid, did immediately in due form of law traverse the same ; whereupon I the said Justice did then and there forthwith issue my warrant or precept to the sheriff of the county aforesaid as the law in such case provided directs, commanding him in the name of the people of the state of New-York to cause to come before me the said Justice at &c. on this present day of twelve good and lawful men of the same county, qualified to serve as Jurors in the said county on trials in the Supreme Court, to try the same traverse : and the same day is given to the said C. D. and E. F. there &c. : And whereas, now at this present day, to wit, on the

the said day of instant, at &c. before me the said Justice come the said C. D. and E. F. by G. H. their attorney, and the Jurors aforesaid being summoned also come, who to say the truth concerning the premises, being chosen, tried and sworn, say, upon their oath, that the aforesaid C. D. and E. F. are guilty and each of them is guilty of the forcible entry and detainer, (or as the case may be) aforesaid, in the indictment aforesaid above specified, in manner and form as against them is above supposed, as by the record and proceedings thereof now remaining before me the said Justice more fully appears :] (If the parties indicted do not traverse the inquisition, then you omit what is contained in crotchets in this form throughout) : Therefore in the name and on the behalf of the said people of the state of New-York, I charge and command you, that taking with you the power of the county, (if it be needful) you go to the said messuage and other the premises, and the same, with the appurtenances, you cause to be re-seized, and that you cause the said A. B. to be restored and put into his full possession thereof, according as he, before the entry aforesaid, was seized, according to the form of the act aforesaid. And this you shall, in no wise omit upon the peril that shall, thereon ensue. Given under my hand and seal at the town of in the said county, the day of &c.

Form of a writtari to remove into the Supreme Court an indictment for a forcible entry and detainer, from before a Justice of the peace.

The People of the state of New-York : To E. H. Esquire, one of the Justices assigned to keep the peace within our county of and also to hear and determine divers felonies, trespasses and other misdemeanors within our said county committed, GREETING : We, being willing, for certain causes, to be certified of a certain indictment against A. B. of &c. &c. for withholding and forcibly detaining a certain messuage and tenement &c. (as the case may be) against the form of the act to prevent forcible entries and detainers, whereof the said C. D. &c. &c. named in the said indictment, is indicted before you ; we do, therefore command you, that the indictment aforesaid, with all things touching and concerning the same, with all the names contained in the said indictment by whatsoever names they may therein be called, before our Justices of our Supreme Court of Judicature, at the City-Hall of the city of &c. on the day of &c. next, under seal you send, together with this writ, that our said Justices may further do therein what of right, and according to the laws and customs of our said state, ought to be done. Witness &c.

Note—The above form will answer to remove an indictment or order &c. from the Court of Sessions ; only in the direction, instead of saying, “to E. H. Esquire, one of” &c.—Say “to our Justices, assigned to keep the peace within our county of and also to hear and determine divers felonies, trespasses and other misdemeanors within our said county committed, and to each and every of them, GREETING : We being willing &c.

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PROCEEDINGS UNDER THE "ACT FOR THE MORE SPEEDY-
RECOVERY OF DEBTS TO THE VALUE OF TWENTY-
FIVE DOLLARS," AS LATELY AMENDED.

Form of a Summons.

DUTCHESS COUNTY, ss. To any constable of the town of _____ in said county, GREETING :

In the name of the people of the state of New-York, you are hereby commanded to summon C. D. if he may be found within your bailiwick, to be and appear before me at _____ in the town of _____ in the said county, on the day of _____ at _____ o'clock in the afternoon of said day, then and there to answer unto A. B. of a plea of _____ to his damage of _____ dollars as is said. And have you then there this precept. Hereof fail not. Given under my hand the _____ day of _____ in the year &c.

E. H. Justice of the Peace.

Form of a Warrant.

DUTCHESS COUNTY, ss. To any constable of the town of _____ in said county, GREETING :

In the name of the people of the state of New-York, you are hereby commanded to take the body of C. D. if he may be found within your bailiwick, and him bring forthwith before me, to answer unto A. B. of a plea of _____ to his damage of _____ dollars as is said : And you are, also, by the authority aforesaid, hereby commanded, that upon taking the body of the said C. D. you give due notice thereof to the said A. B. : And have you at the same time before me this precept. Hereof fail not, Given under my hand and seal the _____ day of _____ in the year &c.

J. T. Justice of the Peace.

Plea of title in an action of trespass for breaking plaintiff's close and cutting timber, &c.

C. D. } And the said C. D. in his own person, comes and says, that the said
ads. } A. B. ought not to have or maintain his action aforesaid thereof
A. B. } against him, because he says, that the close aforesaid, in which the
} trespass aforesaid is supposed to have been committed, with the appar-
tenances, is, and at the said time when the said trespass is above supposed to
have been committed, was the soil and freehold of him the said C. D. wherefore
the said C. D. in his own right, at the said time when &c. as the close and soil and
freehold of the said C. D. broke and entered, and the trees aforesaid, in the
declaration aforesaid above specified, in the said close then growing, cut down,
took and carried away as he lawfully might : And this he is ready to verify :
Wherefore he prays judgment, if the said court here will or ought to have fur-
ther cognizance of the said plea against him the said C. D. &c. C. D.

It is required that the above plea should be reduced to writing and signed by the defendant in presence of the justice, and being countersigned by the justice, is to be delivered to the plaintiff. But before such plea can be received by the justice, the defendant, with one sufficient surety, must enter into a recognizance as follows :

Form

Form of a recognizance to be entered into on tendering a plea of title, before a Justice of the Peace.

DUTCHESS COUNTY, ss. **BE IT REMEMBERED**, That on the day of in the year of our Lord C. D. of &c. and N. P. of &c. personally came before me, E. H. one of the justices of the peace in and for the said county of Dutchess, and acknowledged themselves to owe to A. B. the sum of fifty dollars, of lawful money of &c. to be made and levied of their respective goods and chattels, lands and tenements, or of the goods and chattels, lands and tenements of either of them, to the use of the said A. B. if default shall be made in the condition following :

WHEREAS the above named A. B. hath commenced an action before me, the said justice, against the above bounden C. D. for the recovery of damages for a certain trespass, by the said A. B. alledged to have been committed, by the said C. D. on the day of in a certain close of him the said A. B. situate in &c. by cutting down, taking and carrying away the trees &c. of him the said A. B. there lately growing : **AND WHEREAS** the said C. D. in his own person, now here in court before me the said Justice, by his plea in writing, signed by him the said C. D. in my presence, doth justify the said trespass by alledging that the said close in which the trespass aforesaid is supposed to have been committed, is, and at the said time when the same is supposed to have been committed, was the soil and freehold of him the said C. D. **NOW THEREFORE**, according to the form of the act in such case made and provided, the condition of this recognizance is such, that if the said A. B. shall commence a suit against the said C. D. before the next court of common pleas, to be holden at in and for the said county of for the recovery of damages for the trespass aforesaid, that then and in such case, if the said C. D. shall appear and put in special bail in the said court within twenty days after the first day of the said next term of the said Court, then this recognizance to be void, otherwise to be and remain in full force and virtue.

Taken and acknowledged before me the day and year first above written.

E. H. Justice of the Peace.

Venire for a Jury before a Justice of the Peace.

DUTCHESS COUNTY, ss. To any Constable of the town of in said county, **GREETING** :

In the name of the people of the state of New-York, you are hereby commanded to summon twelve good and lawful men, being freeholders of the said town, by whom the truth of the matter may be the better known, and who are in no wise of kin either to A. B. the plaintiff, or C. D. the defendant, nor interested in this suit, to be and appear before me, at in the said town of on the day of to make a certain jury of the country, between the parties aforesaid, of a plea of because as well the said C. D. as the said A. B. between whom the matter in variance is, have put themselves upon that jury : And have there then the names of the jurors and this precept. Hereof fail not. Given under my hand and seal the day of in the year &c.

T. S. Justice of the Peace.

Juror's Oath.

You do swear in the presence of Almighty God, that you will well and truly try the matter in difference between A. B. plaintiff, and C. D. defendant, and a true verdict will give according to evidence.

Subpoena

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Subpoena for a Witness.

DUTCHES COUNTY, ss. To E. F. &c. &c. Greeting :

In the name of the people of the state of New-York you are hereby commanded, that, laying aside all and singular businesses and excuses, you, and each of you, be and appear in your proper persons before me, J. T. one of the Justices of the Peace in and for the said county of at on the day of at o'clock in the afternoon of the same day, to testify all and singular those things which you or either of you know in a certain cause now depending before me the said Justice, between A. B. plaintiff, and C. D. defendant, of a plea of on the part of the plaintiff, (or defendant) and on that day to be tried. And this you, or any of you, shall by no means omit upon the peril that shall thereof ensue. Given under my hand this day of in the year of our Lord—
J. T. Justice of the Peace.

Oath (or affirmation) of a witness to give evidence.

You do swear in the presence of Almighty God, (or “do solemnly, sincerely and truly declare and affirm”) that the evidence you shall give in this matter in difference between A. B. plaintiff, and C. D. defendant, shall be the truth, the whole truth and nothing but the truth.

Special form of an oath used by some denominations of Christians, with the uplifted hand.

You do swear by the Ever-living God, that the evidence you shall give &c. as before.

Oath (or affirmation) of a witness or juryman on his VOIRE DIRE.

You do swear in the presence of Almighty God, (or “solemnly, &c. affirm,”) that you will true answers make, to such questions as may be put to you, touching the challenge now exhibited against you, [or “touching your interest in the present suit,” &c.]

Constable's Oath.

You do swear in the presence of Almighty God, that you will, to the utmost of your ability, keep every person sworn on this inquest, together in some private and convenient place, without meat or drink, except water; you will not suffer any person to speak to them, nor speak to them yourself, unless by order of the Justice, unless it be to ask them whether they have agreed on their verdict, until they have agreed on their verdict.

Form of an Execution.

DUTCHES COUNTY, ss. To any Constable of the town of in said county, GREETING :

In the name of the people of the state of New-York, you are hereby commanded, that of the goods and chattels of C. D. in your bailiwick, (his arms and accoutrements, excepted) you levy and cause to be made dollars, which A. B. lately, to wit, on the day of before me, J. T. Esquire, one of the Justices of the Peace in and for the said county, recovered against the said C. D. in a certain plea of trespass on the case, (or “trespass,” as the case may be) for his damages (or “in a plea of debt, as well for his certain debt as for his damages which he had sustained by occasion of the detention of that debt,”) and

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also dollars which to the said A. B. according to the form of the act in such case made and provided, were then adjudged as aforesaid, for the costs of said suit, together with nineteen cents for this execution, whereof the said C. D. is convicted, as by the record and proceedings thereof, now remaining before me, more fully appears; and that you have the same monies before me, the said Justice, on the day of at my dwelling house in &c. to render to the said A. B. for his damages, [or "debt and damages,"] and costs aforesaid: And for the want of such goods and chattels whereto to levy, you are to take the body of the said C. D. and him convey and deliver to the keeper of the common gaol of said county, who is hereby, by the authority aforesaid, commanded to receive and keep the said C. D. in safe custody in the said gaol, until the aforesaid sums of money and all other taxable costs be fully paid. Hereof fail not under the penalty which may thereon ensue. Given under my hand and seal the day of in the year, &c. J. T. Justice of the Peace.

Form of the indorsement to be made by a Justice, on the execution, when the party is entitled to exemption from imprisonment.

DUTCHESS COUNTY, ss. I, E. H. the Justice within mentioned do hereby certify, according to the form of the act in such case made and provided, that the within named C. D. at the trial before me on which the within mentioned judgment was rendered, did prove to my satisfaction, that he then was not a freeholder and had a family within this State. E. H. Justice of the Peace.

Form of a conviction, as prescribed by statute, for offences against the act for regulating Inns and Taverns.

BE IT REMEMBERED, That on the day of in the year of our Lord one thousand eight hundred and A. B. of merchant, (or farmer or other addition as the case may require and adding being an innholder or tavern keeper if the case be so) is this day convicted before C. D. Mayor (or Recorder, or one of the Aldermen) of the said city (or one of the Justices of the Peace of the said county as the case may require) of having on the day of last (or instant) at in the said city (or county) sold by retail one quart (or other quantity "of rum," or other spiritous liquors) without having such permit (or to be drank in his or her house, or out house, yard or garden, without having entered into such recognizance) as is mentioned in the act entitled "An act to lay a duty on strong liquors and for regulating inns and taverns," (or of not having in his or her house, two spare beds for guests, with good and sufficient sheeting and covering for such beds respectively, for the accommodation of travellers, or of not having good and sufficient stabling and provender of hay and grain, if in winter, and if in summer, of hay or pasturage, for four horses or other cattle more than his or her own stock, for the accommodation of travellers, according to the form of the act, entitled "An act to lay a duty on strong liquors and for regulating inns and taverns,") or of having on the day of last (or instant) at in the said city (or county) sold one gill (or other quantity) of rum (or other strong liquors) to an apprentice (or servant, or slave) of knowing or having reason to suspect or believe him (or her) to be such, without the consent of his (or her) master (or mistress) against the form of the act entitled "An act to lay a duty on strong liquors and for regulating inns and taverns," (or of having for the space of one month (or two or more months) neglected to put up and keep such sign up, as is required by the act entitled "An act to lay a duty on strong liquors and for regulating inns and taverns,") Given under my hand and seal the day and year first above written. TABLE

TABLE OF FEES

OF OFFICERS, &c. IN CIVIL CASES, ALLOWED BY THE ABOVE ACT:

<i>Justice's Fees.</i>		<i>Juror's Fees.</i>	
A summons,	\$: 9	For all causes tried,	— : 12½
A warrant,	— : 12½	Those attending who do }	— : 6
A subpoena,	— : 6	not try cause,	
For administering every oath, — : 6			
A venire to summon a Jury, — : 19			
Swearing Jury,	— : 12½		
Judgment,	— : 12½		
An execution,	— : 19		
<i>Constable's Fees.</i>			
Serving a warrant or summons, notifying plaintiff for trial, or serving execution, mileage for one mile or under,	} \$ — : 12½		
For every mile more, to be computed from the place of abode of defendant or where he may be found to place where process may be returnable,		— : 6	
Summoning a Jury,	— : 37½		
Serving execution, for every dollar,	— : 5		
<i>Witness's Fees.</i>			
Each witness attending and sworn,	— : 12½		
For serving subpoena on each witness party shall be entitled to	— : 12½		

FORMS OF VARIOUS PRECEDENTS FOR JUSTICES OF THE PEACE, IN CASES RELATING TO CRIMES AND MISDEMEANORS, &c. &c.



Warrant for an assault and battery.

DUTCHESS COUNTY ss: To any constable of the town of _____ in said county, GREETING :

WHEREAS complaint hath been made before me G. C. Esquire, one of the justices of the peace in and for the said county, upon the oath of A. B. of _____ in the said county, carpenter, that C. D. of _____ aforesaid, laborer, did, on the _____ day of _____ violently assault and beat him the said A. B. at _____ aforesaid in the county aforesaid : These are therefore in the name of the people of the State of New-York, to command you forthwith to apprehend the said C. D. and bring him before me, to answer unto the said complaint, and to be farther dealt with according to law. Given under my hand and seal the _____ day of &c.

Warrant to apprehend a burglar.

DUTCHESS COUNTY ss. To any constable of &c.
 FORASMUCH as A. B. of _____ in the county of _____ farmer, hath this day made information and complaint upon oath, before me E. M. Esquire, one of the justices of the peace in and for the said county, that yesterday in the night, the dwelling house of him the said A. B. at _____ aforesaid, in the county aforesaid, was feloniously broken open and &c. (describe the property taken) of the goods and chattels of him the said A. B. feloniously and burglariously stolen, taken

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taken, and carried away from thence; and that he hath just cause to suspect, and doth suspect that E. F. late of in the county of labourer, the said felony and burglary did commit: These are therefore in the name of the people of the state of &c. to command you, that immediately, upon sight hereof, you do apprehend the said E. F. and bring him before me to answer in the premises, and to be further dealt with according to law—Herein fail you not. Given under my hand and seal, the day of &c.

Form of an information against a person for felony.

County of }
 vs. } BE IT REMEMBERED, that this day of &c. in the year of &c. A. B. of in the county of farmer, in his proper person, comes before me E. M. Esquire, one of the justices of the peace in and for the said county, and upon oath makes complaint that on the day of &c. divers goods and chattels of him the said A. B. of the value of that is to say (*here insert the articles*) were feloniously stolen, taken and carried away from and out of the dwelling house of the said A. B. situate at aforesaid in the said county, and that he hath just and reasonable cause to suspect, and doth suspect that C. D. late of labourer, feloniously did steal, take and carry away the same; for that the said A. B. upon his oath aforesaid, doth depose and say, that (*here set forth the circumstances of the theft and the cause of suspicion that it may appear to be reasonable*) and thereupon he the said A. B. prayeth that justice may be done in the premises.

Before me, E. M.

Form of a warrant for felony.

DUTCHESS COUNTY vs. To any constable of &c.

WHEREAS A. B. of in the county of farmer, hath this day made complaint upon oath before me E. M. one of the justices of the peace in and for the said county that on the day of &c. divers goods and chattels of him the said A. B. of the value of that is to say (*name the articles*) were feloniously stolen, taken and carried away from and out of the dwelling house of him the said A. B. situate at aforesaid in the said county, and that he hath just and reasonable cause to suspect, and doth suspect, that C. D. late of &c. labourer, feloniously did steal, take and carry away the same: These are therefore in the name of the people of the state of New-York, to command you forthwith to apprehend him the said C. D. and to bring him before me, to answer unto the matters contained in the said complaint and information, and to be further dealt with according to law—Herein fail not. Given under my hand and seal the day of &c.

Oath of a person demanding surety of the peace.

You do swear that you are in fear of your life, or some bodily hurt to be done or procured to be done you, by C. D. of for that he the said C. D. hath threatened to do some bodily hurt unto you [*or* "to wound, maim or kill" &c. *or* "to burn your house" &c. *as the case is*] and that you do not require the surety of the peace [*or* "of the good behaviour"] from him for any private malice, vexation or revenge, but for the necessary safety of your person.

Warrant

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Warrant for the peace or good behaviour.

County of _____ To any constable of &c.

WHEREAS A. B. of &c. in the said county, farmer, hath made oath before me I. F. Esquire, one of the justices of the peace in and for the said county, that he is afraid that C. D. of &c. in the said county, labourer, will beat [or "wound" &c.] him [or "burn his house" &c.] and hath prayed surety of the peace [or "of the good behaviour"] against the said C. D. : These are therefore in the name of the people of the state of New-York, to command you that immediately upon the receipt hereof, you bring the said C. D. before me or some other justice of the peace of the same county, to find sufficient surety, as well for his personal appearance at the next general sessions of the peace, to be holden in and for the said county; as also for his keeping the peace [or "for his good behaviour"] in the mean time towards the good people of this state, and more especially towards the said A. B. Given under my hand and seal at &c.

General form of a Recognizance with sureties.

County of _____ }
 fs. } BE IT REMEMBERED that on the _____ day of &c. in the year of &c. C. D. of _____ in the said county, labourer, N. K. of &c. carpenter, and S. T. of the same place, saddler, personally came before me I. F. Esquire, one of the justices assigned to keep the peace in and for the said county and severally acknowledged themselves to owe to the people of the state of New-York, to wit, the said C. D. the sum of 50 dollars, and the said N. K. and S. T. each the sum of 25 dollars severately, of good and lawful money of the said state, to be respectively made and levied of their several goods and chattels, lands and tenements to the use of the said people, if he the said C. D. shall fail in performing the condition hereon endorsed [or "underwritten" if it be so.]

Acknowledged before me I. F.

Form of the condition of a recognizance for the peace or good behaviour.

The condition of this recognizance is such, that if the within [or "above"] bounden C. D. shall personally appear at the next general sessions of the peace, to be holden in and for the county aforesaid, to do and receive what shall then and there be enjoined him by the court, and in the mean time shall keep the peace [or "be of good behaviour"] towards the people of the said state, and especially towards A. B. of &c. in the said county, farmer; then the said recognizance shall be void or else remain in full force.

Condition of a Recognizance to answer to an indictment for an assault and battery.

THE CONDITION of the above recognizance is such, that if the above bounden C. D. shall personally appear at the next general sessions of the peace to be holden at _____ in and for the said county, then and there to answer to an indictment, to be preferred against him, by A. B. of _____ yeoman, for an assault and battery upon him the said A. B. and to do and receive what shall by the court, be then and there enjoined on him, and shall not depart the court without leave, then the above recognizance to be void, otherwise to remain in full force.

Warrant of commitment for want of sureties.

County ss. To any constable of &c. and to the keeper of the common gaol in the said county, GREETING :

WHEREAS C. D. of in the said county, labourer, is now brought before me I. F. Esquire, one of the justices of the peace in and for the said county, and required to find sufficient sureties to be bound with him in a recognizance for his personal appearance at the next general sessions of the peace to be holden in and for the said county, and in the mean time, to keep the peace [or "be of good behaviour"] towards the good people of the state of New-York, and more especially towards A. B. of in the said county, farmer; And whereas the said C. D. hath refused and doth now refuse [or "hath neglected and doth now neglect"] before me to find such sureties: These are therefore in the name of the people of the said state to command you the said constable forthwith to convey the said C. D. to the common gaol of the said county and to deliver him to the keeper thereof together with this precept; and I do hereby command you, the said keeper, to receive the said C. D. into your custody in the said gaol, and him there safely to keep until he shall find such sureties as aforesaid. Given under my hand and seal at &c. the day of &c.

If a warrant is issued by a justice and the offender escapes into another county, a justice of such other county, on proof of the hand writing of the justice issuing the warrant, must indorse his name on the same, which will be an authority to arrest the party there. *L. N. Y. 24th Sess. Chap. 31st Sec. 2d.*

Form of the indorsement.

COUNTY OF DUTCHESS ss. WHEREAS proof upon oath hath been made before me G. C. one of the justices of the peace in and for the said county of Dutchess, that the name of I. F. to the within written warrant subscribed, is of the proper hand writing of the said I. F. the justice of the peace within mentioned: I do therefore, hereby authorise P. K. who brings to me this warrant, and all other persons to whom the said warrant is directed, to execute the same within the said county of Dutchess. Given under my hand &c.

Form of a complaint to obtain a search warrant.

COUNTY ss. } BE IT REMEMBERED that this day of A. B. of in the said county of yeoman, in his proper person, comes before me J. C. Esq. one of the justices of the peace in and for the said county, and upon oath maketh complaint, that on the day of &c. (or as the case is) divers goods and chattels of him, the said A. B. of the value of &c. that is to say, &c. (*describe the articles*) were feloniously stolen, taken and carried away from and out of the dwelling house of him, the said A. B. situate at &c. in the county aforesaid; and that he hath just and reasonable cause to suspect and doth suspect, that the said goods and chattels, or some part thereof, are concealed in the dwelling house of P. R. of &c. in said county, labourer; for he, the said A. B. upon his oath aforesaid, doth depose and say, that (*set forth the grounds of suspicion, that they may appear to be reasonable,*) and therefore he, the said A. B. prays that justice may be done in the premises.

Before me, &c.

Search

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Search Warrant on the above complaint.

County of _____ sh. To my Constable of &c.

WHEREAS A. B. of _____ in the said county, yeoman, hath this day made complaint upon oath, before me, J. C. Esq. one of the justices of the peace in and for the said county, that on &c. certain goods and chattels of him, the said A. B. to wit: _____ have, by some person or persons unknown, been feloniously stolen, taken and carried away out of the dwelling house of him, the said A. B. at _____ aforesaid, in the county aforesaid; and that he, the said A. B. hath probable cause to suspect, and doth suspect that the said goods and chattels, or some part thereof, are concealed in the dwelling house of P. R. of _____ in the said county, labourer: These are therefore in the name of the people of the State of New-York, to authorize and require you, with necessary and proper assistance, to enter in the day time, into the said dwelling house of the said P. R. at _____ aforesaid, in the county aforesaid, and there diligently to search for the said goods; and if the same, or any part thereof, shall be found upon such search, you are to bring the goods so found, and also the body of the said P. R. before me, or some other of the justices assigned to keep the peace in and for the county aforesaid, to be disposed of and further dealt with according to law. Given under my hand and seal at &c.

Form of an Examination of a person charged with felony.

_____ County, sh. The examination of O. P. late of _____ labourer, taken before me, D. A. Esq. one of the justices of the peace, in and for the said county, [or "before us _____ and _____ two of" &c.] this _____ day of _____ in the year of &c. The said O. P. being charged before me [or "us"] by A. B. of &c. yeoman, with feloniously stealing, taking and carrying away out of the dwelling house of the said A. B. at _____ on &c. (*here describe the articles, and state the value of them*) of the goods and chattels of him, the said A. B.: He, the said O. P. upon his examination now taken before me [or "us"] in pursuance of the act in such case made and provided, saith [or confesseth or denieth,] That &c. (*according to the fact.*)

Taken before me [or "us,"] &c.

Form of the Information or complaint of a felony committed, &c.

County of _____ }
 _____ sh. } THE INFORMATION of A. B. of &c. yeoman, taken before
 me &c. (*as before.*)

General form of a Recognizance to prosecute and give evidence.

County of _____ }
 _____ sh. } BE IT REMEMBERED, that on the _____ day of _____ in the
 year &c. A. B. of _____ in the said county, yeoman, came before me D. A. Esq.
 one of the justices assigned to keep the peace in and for the said county, and acknowledged himself to owe to the people of this state, the sum of &c. of good and lawful money of the said state, to be made and levied of his goods and chattels, lands and tenements, to the use of the said people, if the said A. B. shall fail in the condition following:

Acknowledged before me C. D. &c.

WHEREAS one P. R. late of &c. labourer, was this day brought before me, the justice above named, by the above bounden A. B. and was by him charged with feloniously stealing, taking and carrying away at _____ in the county _____

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ty aforesaid, one &c. (*here describe the articles, &c.*) of the value of &c. of the goods and chattels of him, the said A. B. whereupon he, the said P. R. was committed by me, the said justice, to the common gaol at &c. Now **THEREFORE** the condition of the above recognizance is such, that if he, the said A. B. do and shall, at the next general sessions of the peace [*or* "gaol delivery"] to be holden in and for the said county, prefer, or cause to be preferred, a bill of indictment of the said felony, against the said P. R. and shall then and there also give evidence concerning the same, as well to the jurors that shall then inquire of the said felony, as also to them that shall pass upon the trial of the said P. R. then the said recognizance shall be void, or otherwise remain in full force and effect.

Form of a warrant for a witness.

County, *is.* To any Constable of &c.

WHEREAS oath has been made before me, B. A. Esq. one of the justices of the peace in and for the said county, by A. B. of &c. that certain goods and chattels of him the said A. B. to wit, (*name the articles*) of the value of &c. were lately feloniously stolen, taken and carried away from and out of the dwelling house of him, the said A. B. at &c. (*or as the case may be*) and that he hath good cause to believe that P. R. of *is* a material witness to prove by whom the said felony was committed: These are therefore to require you to cause the said P. R. forthwith to come before me, to give such information and evidence as he knoweth concerning the said offence, that such further proceedings may be had therein as to the law doth appertain. Given under my hand and seal at in the said county, the *day* of &c.

*Condition of a recognizance to give evidence.**

THE CONDITION of the above recognizance is such, that if the above bounden P. R. shall personally appear at the next general sessions of the peace, to be holden at *in* and for the said county, and then and there give such evidence as he knoweth, upon a bill of indictment, to be exhibited by A. B. of *you* man, to the grand jury, against C. D. late of *in* the said county, labourer, for feloniously taking and carrying away (*here name the goods*) the property of *and in case the said bill be found a true bill, then if the said P. R. shall then and there give evidence to the jurors that shall pass on the trial of the said C. D. upon the said bill of indictment, and not depart thence without leave of the court, then this recognizance to be void, otherwise to remain in full force and effect.*

* *The form of the recognizance itself may be the same as the one above.*

Form of a mittimus for felony.

County, *is.* To any constable of &c. and to the keeper of the common gaol in the said county: These are to charge and command you, the said constable, in the name of the people of the state of New York, forthwith to carry and deliver into the custody of the said keeper of the said gaol, the body of C. D. this day brought before me, E. C. Esq. one of the justices of the peace in and for the said county, by B. W. a constable of &c. and charged upon the oath of A. B. with (*here set forth the offence*): And you, the said keeper, are hereby required to receive the said C. D. into your custody in the said gaol, and him there safely keep until he be thence delivered by due course of law. Given under my hand &c. at &c.

FORMS

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FORMS OF VARIOUS PRECEDENTS FOR CORONERS.

Coroner's precept to summon a jury.

Dutchess County ss. to any Constable of &c.

In the name of the people of the state of New-York, you are hereby required, immediately, upon sight hereof, to summon and warn twenty-four good and lawful men of the said county, to be and appear before me, A. S. Gentleman, one of the coroners of the county aforesaid, at aforesaid, in the said county, on the day of at o'clock in the forenoon of the same day, then and there to inquire of, do, and execute all such things as on the said people's behalf shall be lawfully given them in charge, touching the death of E. F. And be you then and there to certify what you shall have done in the premises, and farther to do and execute what in behalf of the said people shall be then and there enjoined you. Given under my hand and seal, &c.

Juror's oath on a coroner's inquest.

YOU shall diligently inquire, and true presentment make, on the behalf of the people of the state of New-York, how and in what manner F. D. (or "a person unknown," as the case is) here lying dead, came to his death; and of such other matters relating to the same, as shall be lawfully required of you, according to your evidence: So help you God.

After the foreman is sworn, the rest may be sworn, several together, as follows:

Such oath as D. B. the foreman of this inquest hath on his part taken, you and every of you, shall well and truly observe and keep on your parts, respectively: So help you God.

Oath of a witness on a coroner's inquest.

The evidence which you shall give to this inquest, on the behalf of the people of this state, touching the death of F. D. shall be the truth, the whole truth and nothing but the truth: So help you God.

Inquisition of Murder.

Dutchess County ss. An inquisition indented and taken for the people of the state of New-York, at in the county of aforesaid, the day of in the year of &c. before me A. S. gentleman, one of the coroners of the said state for the county aforesaid, upon the view of the body of F. D. then and there lying dead, upon the oaths of A. B. C. D. &c. good and lawful men of the said county, who being sworn and charged to inquire on the part of the people of the said state, when, where, how, and after what manner the said F. D. came to his death, do say, upon their oath aforesaid, that one G. H. late of &c. gentleman, not having the fear of God before his eyes, but being moved and seduced by the instigation of the devil, on the day of in the year &c. at the first hour in the night of the same day, with force and arms, at in the county aforesaid, in and upon the body of the aforesaid F. D. then and there being in the peace of God and the said people, feloniously, violently, and of his malice aforethought, made an assault; and that the aforesaid G. H. then and there with a certain sword made of iron and steel, of the value of one dollar, which he, the said G. H. then and there held in his right hand, the aforesaid F. D. in and upon the left part of the belly of the said F. D. a little above the navel of the said F. D. then and there violently, feloniously and of his malice

lice aforethought, struck and pierced, and gave to the said F. D. then and there with the sword aforesaid, in and upon the aforesaid left part of the belly of the said F. D. a little above the naval of the said F. D. one mortal wound, of the breadth of half an inch, and of the depth of three inches, of which said mortal wound the said F. D. then and there instantly died; and so the said G. H. then and there feloniously killed and murdered the said F. D. against the peace of the said people of this state and their dignity.

And the said jurors further say, upon their oath aforesaid, that O. O. of &c. yeoman, and P. P. of &c. yeoman, were feloniously present with drawn swords, at the time of the felony and murder aforesaid, in form aforesaid committed, that is to say, on the said day of in the year aforesaid, at aforesaid, in the county aforesaid, at the first hour in the night of the said day, then and there comforting, abetting and aiding the said G. H. to do and commit the felony and murder aforesaid in manner aforesaid, against the peace of the people of this state and their dignity.

And moreover, the jurors aforesaid, upon their oath aforesaid, do say, that the said G. H. O. O. and P. P. had not, nor had any of them, nor as yet have or hath, any goods or chattels, lands or tenements, within the county aforesaid, or elsewhere, to the knowledge of the said jurors, [or "that the said G. H. &c. at the time of the doing and committing the felony and murder aforesaid, had goods and chattels, as contained in the inventory to this inquisition annexed, which remain in the custody of R. R."]

In witness whereof, as well the said coroner, as the jurors aforesaid, have to this inquisition set their seals on the day and year aforesaid, at the place aforesaid.

A. S. Coroner.

A. B.

C. D. &c. Jurors.

An Inquisition where one is wilfully poisoned.

— upon their oaths say, that J. B. late of &c. in the county aforesaid, farmer, not having the fear of God before his eyes, but being moved and seduced by the instigation of the devil, and of his malice aforethought, contriving and intending her the said C. B. with poison feloniously to kill and murder, on the day of &c. with force and arms, at &c. a great quantity of white arsenic, being a deadly poison, in a certain quantity of &c. feloniously, wilfully and of his malice aforethought, did mix and mingle, he the said J. B. then and there well knowing the said white arsenic to be a deadly poison; and that the said J. B. afterwards, to wit, on the same day and year last aforesaid, at &c. the poison aforesaid, so as aforesaid mixed and mingled, feloniously, wilfully and of his malice aforethought, did give and offer to her the said C. B. to take, drink and swallow down; and that the said C. B. not knowing the poison aforesaid, in &c. so have been mixed and mingled as aforesaid, afterwards, to wit, on the same day and year aforesaid, at the town aforesaid in the county aforesaid, the said poison, so as aforesaid mixed and mingled, by the procurement and persuasion of the said J. B. did take, drink and swallow down; and thereupon the said C. B. by the poison aforesaid, so as aforesaid, taken, drank and swallowed down, became then and there sick and distemper in her body; and the said C. B. of the poison aforesaid, and of the sickness and distemper thereby occasioned, from the said day of in the year aforesaid, until the day of in the same year, at &c. did languish and languishing did live; on which said day of &c. at &c. she the said C. B. of the poison aforesaid, and of the sickness and distemper thereby occasioned, did die; and so the said J. B. her the said C. B.

in manner and by the means aforesaid, feloniously, wilfully and of his malice aforesaid, did poison, kill and murder against the peace, &c.

An Inquisition where one hangs himself.

— upon their oath say, that the said P. B. not having the fear of God before his eyes, but being moved and seduced by the instigation of the devil, at aforesaid, in a certain barn then and there standing and being, the said P. B. being then and there alone, with a certain silk handkerchief of the value of &c. which he then and there had and held in his hands, and one end thereof then and there put about his neck, and the other end thereof tied about &c. himself, then and there, with the cord aforesaid, voluntarily and feloniously, and of his malice aforesaid, hanged and suffocated; and so, the jurors aforesaid, upon their oath aforesaid, say, that the said P. B. then and there, in manner aforesaid, as a felon of himself, feloniously, voluntarily, and of his malice aforesaid, himself killed, strangled and murdered against the peace &c.

An inquisition where one is drowned by accident.

— that the said P. B. on &c. at &c. going into a certain river there, called &c. therein to bathe himself, it happened, that accidentally, casually, and by misfortune, he the said P. B. was in the water of the said river then suffocated and drowned; of which said suffocation and drowning, he the said P. B. then and there instantly died; and so the jurors aforesaid do say, that the said P. B. in manner and by the means aforesaid, accidentally, casually, and by misfortune, came to his death and not otherwise. In witness &c.

An inquisition where one dies a natural death.

— that the said P. B. on &c. at &c. to wit, in a certain place called &c. was found dead; that he had no marks of violence appearing on his body, and died by the visitation of God in a natural way, and not otherwise. In witness &c.

An inquisition on one non compos mentis.

— that the aforesaid G. H. on &c. and at the time of his death, to wit, from and to the time of his death, and at the time of his death aforesaid, was a lunatic and a person of insane mind; and that the said G. H. being a lunatic and person of insane mind as aforesaid, did &c. (according to the facts.) In witness &c.

PRECEDENTS IN CASES OF BASTARDY.

Form of an examination of a woman with child of a bastard.

County of } So. THE voluntary examination of A. M. of in the said county, single woman, taken on oath before me J. P. Esq. one of the justices of the peace in and for the said county, this day of Who saith, that she is now with child, and that the said child is likely to be born a bastard, and be charge-

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able to the town of in the said county, and that C. D. of in the said county, blacksmith, is the father of the said child.

'Taken and signed the day and year

above written, before me

J. P.

The mark of

† A. M.

Examination after the birth.

County of } *vs.* THE examination of A. M of in the said county, single woman, taken on oath before me J. P. Esq. one of the justices of the peace in and for the said county, this day of Who saith, that on the day of now last past, at the town of in the county aforesaid, she, the said A. M. was delivered of a (male) bastard child, and that the said bastard child is likely to become chargeable to the said town of and that C. D. of in the said county, blacksmith, did get her with child of the said bastard child,

Taken and signed the day and year

first above written before me,

J. P.

A. M.

Form of a warrant, for apprehending the reputed father, before the birth.

County of } *vs.* To any Constable of the town of in the said county,

GREETING :

WHEREAS A. M. of in the said county, single woman, hath, by her voluntary examination, taken in writing upon oath, before me, J. P. one of the justices of the peace in and for the said county, this day declared herself to be with child, and that the said child is likely to be born a bastard, and to be chargeable to the town, of in the said county, and that C. D. of in the said county, blacksmith, is the father of the said child; And whereas O. P. one of the overseers of the poor of the town of aforesaid, in order to indemnify the said town in the premises, hath applied to me to issue out my warrant for apprehending the said C. D.—I do therefore hereby command you to apprehend the said C. D. and bring him forthwith before me or some other of the justices of the peace for the said county, to find sufficient surety for his appearance at the next general sessions of the peace to be holden for the said county, then and there to abide and perform such order or orders as shall be made in the premises, and to be dealt withal according to law. Given under my hand and seal, the day of, &c.

The like after the birth.

County of } *vs.* To any constable of the town of in the said county.

WHEREAS A. M. of in the said county, single woman, hath, by her examination in writing, upon oath, before me, J. P. one of the justices of the peace in and for the said county, declared, that on the day of now last past, in the town of in the county aforesaid, she, the said A. M. was delivered of a (male) bastard child, and that the said bastard child is likely to become chargeable to the said town of and hath charged C. D. of in the said county, blacksmith, with having gotten her with child of the said bastard child: And whereas O. P. one of the overseers of the poor [and so on as in the foregoing precedent to the end].

A bond to the overseers of the poor.

KNOW all men by these presents, That we, C. D. of in the county of blacksmith, and E. F. and G. H. of the same place, merchants, are held and firmly

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 firmly bound unto I. K. and L. M. overseers of the poor of the said town for the time being, in the sum of dollars, lawful money of the State of New-York; to be paid to the said overseers of the poor, or to either of them, or to their certain attorney, successors or assigns. For the which payment well and truly to be made, we bind ourselves, our heirs, executors and administrators, jointly and severally, firmly by these presents. Sealed with our seals. Dated this day of, &c.

Whereas A. M. of single woman, in and by her voluntary examination, taken in writing, and upon oath, the day of last past, before J. P. Esq. one of the justices of the peace in and for the said county, did declare herself to be with child, and that the said child is like to be born a bastard, and to be chargeable to the said town of and that the above bounden C. D. is the father of the said child.

Or if it is after the birth, say, (omitting the word voluntary).

Did declare, that on the day of last past, at the said town, she was delivered of a (male) bastard child, which is now living, and likely to become chargeable to the said town, and that the above bounden C. D. did get her with child of the said (male) bastard child.

Now, therefore, the condition of the above obligation is such, That if the above bounden C. D. E. F. and G. H. or any of them, their or any of their executors or administrators, do and shall, from time to time, and at all times hereafter, well and sufficiently save, defend, keep harmless and indemnify as well the above named I. K. and L. M. overseers of the poor of the said town, and their successors for the time being, as also all and every other the inhabitants which now are, or hereafter shall be of the said town, of, from and against all and all manner of costs, charges, taxes, rates, assessments, damages and expences whatsoever, for or by reason of the birth, education and maintenance of the said child, or in any wise relating thereto, and of and from all actions, suits, troubles, and other damages and demands whatsoever touching or concerning the same; then this obligation to be void, or else to remain in full force and virtue.

Form of a recognizance to appear at the next sessions.

BE it remembered, that on the day of in the year of our Lord one thousand eight hundred and C. D. of in the said county, blacksmith, and E. F. of the same place, merchant, personally came before me, J. P. Esq. one of the justices of the peace within and for the said county of and severally acknowledged themselves to owe to the people of the state of New-York, that is to say, the said C. D. the sum of dollars, lawful money of the said state, and the said E. F. the sum of dollars, like lawful money, to be made and levied of their goods and chattels, lands and tenements respectively, to the use of the said people, if default shall be made in the condition following.

Whereas A. M. of single woman, in and by her [voluntary, *if previous to the birth, otherwise omit this word,*] examination, taken in writing, and upon oath, the day of now last past, before one of the justices of the peace in and for the said county, did declare, &c. [*proceeding in the recital as in the bond, observing the distinction between an examination previous to the birth, and that which is taken after.*] The condition of this recognizance is such, that if the above bounden C. D. do and shall appear at the next general sessions of the peace to be holden for the said county, and shall then and there abide and perform such order or orders as shall be made pursuant to the act entitled "An act for the relief

relief of cities and towns from the maintenance of bastard children," passed the 6th day of March, 1801; then this recognizance to be void, otherwise of force.

Form of a mittimus before the birth, for not finding sureties.

To the sheriff or keeper of the gaol of the county of

I HEREWITH send you the body of C. D. brought before me this present day, and charged upon the oath of A. M. &c. with having begotten her with child; which child, when born, will be a bastard; and he the said C. D. having refused before me to find sufficient sureties for his good behaviour and personal appearance, at the next general sessions of the peace, to be holden for the said county, to answer the said charge: These are therefore to require you, to receive the said C. D. into your custody, and him safely to keep, until he shall be thence delivered by due course of law: Hereof fail not. Given under my hand and seal, at, &c.

Form of a warrant for apprehending the mother, and summoning the reputed father, previous to making the order.

County of ls. To any constable of, &c.

WHEREAS it appears to us and two of the justices of the peace in and for the said county, one of us residing in (or near) the town of in the said county, as well upon the complaint of the overseers of the poor of the said town, as also by the examination of A. M. of in the said county, single woman, this day taken in writing before us [or before Esq. one of, &c.] the said justices; that she, the said A. M. on the day of in the said town of was delivered of a male bastard child, which is still living and chargeable [or likely to become chargeable] to the said town of and whereas she, the said A. M. hath, in and by her said examination, declared that C. D. of in the said county, blacksmith, did get her with child, of the said male bastard child: THESE are therefore to command you to bring the said A. M. before us, the said justices, at in the said county, on the day of at of the clock in the noon of the same day, to be further examined by us respecting the premises; and we do also command you to give notice thereof unto the said C. D. that he likewise may be there at the same time to make his defence; so that we having duly examined the matter of and concerning the premises, may make such order therein as to right doth appertain; and what you shall do in the execution hereof, you are to make known to us at the time and place aforesaid. Given under our hands and seals, &c.

An established form of an order of bastardy.

County of ls.

THE order of J. P. and K. P. Esquires, two of the justices of the peace, in and for the said county, one whereof residing [in or] near the town of in the said county, made the day of in the year of, &c. concerning a (male) bastard child, lately born in the town of aforesaid, of the body of A. M. single woman:

Whereas it hath appeared unto us, the said justices, as well upon the complaint of the overseers of the poor of the said town of as upon the oath of the said A. M. that she, the said A. M. on the day of now last past, was delivered of a (male*) bastard child, in the said town of in the said county, and

* An order was quashed, because the sex of the bastard, or the name of it was not mentioned; only a certain bastard child, born of the body of such a woman. Str. 503. that

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that the said bastard child is now living and chargeable to the said town of and likely so to continue; and further, that C. D. of in the said county, blacksmith, did beget the said bastard child, on the body of her, the said A. M. And whereas the said C. D. hath appeared before us, in pursuance of our summons for that purpose, but hath not shewed any sufficient cause, why he, the said C. D. shall not be adjudged the reputed father of the said bastard child: [Or, And whereas it hath been duly proved to us upon oath, that the said C. D. hath been duly summoned to appear before us, the said justices, to the end we might examine into the matter of and concerning the premises; and whereas he the said C. D. hath neglected to appear before us, according to such summons:] We therefore upon examination of the matter of and concerning the premises, as well upon the oath of the said A. M. as otherwise, do hereby adjudge him, the said C. D. to be the reputed father of the said bastard child.

And thereupon we do order, as well for the better relief of the said town of as for the sustentation and relief of the said bastard child, that the said C. D. shall and do forthwith, upon notice of this our order, pay, or cause to be paid, to the said overseers of the poor of the said town of or to some or one of them, the sum of for and towards the lying in of the said A. M. and the maintenance of the said bastard child, to the time of making this our order.

And we do also hereby further order, that the said C. D. shall likewise pay, or cause to be paid, to the overseers of the poor of the said town of for the time being, or to some or one of them, the sum of weekly and every week from the day of the date of this present order, for and towards the keeping, sustentation, and maintenance of the said bastard child, for and during so long time as the said bastard child shall be chargeable to the said town of

And we do further order, that the said A. M. shall also pay, or cause to be paid, to the said overseers of the poor of the said town of for the time being, or to some or one of them, the sum of weekly, and every week, so long as the said bastard child shall be chargeable to the said town of in case she shall not nurse and take care of the said child herself. Given under our hands and seals, the day and year first above written,

Notice of the order should be by delivering a fair copy.

Form of commitment for not obeying the foregoing order.

County of is. To any constable of &c. and the keeper of &c.

WHEREAS by an order under the hands and seals of us, and two of the justices of the peace in and for the said county of one of us residing in (or near) the town of in the said county, C. D. is adjudged to be the reputed father of a (male) bastard child, lately born of the body of A. M. of single woman, in the said town of and whereas it was in and by the said order, ordered, [*here set forth the substance of the order.*] And whereas it appears unto us the said justices, by the oath of E. F. of that the said C. D. had due notice of the said order, a true copy thereof in writing having been personally delivered to him, the said C. D. on the day of last past, by the said E. F. and whereas the said C. D. hath not observed nor performed the said order—
 THESE are therefore to command you forthwith to take the said C. D. and him safely to convey to the (common gaol) at in the said county, and there deliver him to the keeper thereof, together with this precept. And we do also hereby command you, the said keeper, to receive the said C. D. into your custody in the said (common gaol) and him there safely keep, except he shall put in sufficient surety to perform the said order, or enter into a recognizance to appear at
 the

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the next general sessions of the peace, to be holden in and for the said county, and also to abide such order as shall be there made by the court concerning the said bastard child, if any such order shall be there made, and if not, then to do and perform the order already made in the premises as aforesaid. Given under our hands, &c.

The condition of a recognizance to appear at the next general sessions.

[After reciting the order as in the above warrant, and that the reputed father hath neglected to perform the same, proceed ;]

NOW the condition of this recognizance is such, that if the above bounden C. D. do and shall well and truly observe and perform the said order, or shall personally appear at the next general sessions of the peace, to be holden in and for the said county ; and shall then and there abide such order as shall be then made by the court, concerning the said bastard child ; if any such order shall be then made, and if no such order shall be then made or taken by the said court, if he the said C. D. do and shall abide and perform the order already made by us as aforesaid, then this recognizance to be void, otherwise in full force and effect.

Form of a warrant to seize the estate of a father of a bastard child, who has absconded.

County of } ss. To the overseers of the poor in the town of _____ in the county of _____

WHEREAS and overseers of the poor of the said town, have made complaint unto us, and two of the justices of the peace in and for the said county, that C. D. late of the said town of _____ blacksmith, hath run away out of the said town, and that the place of his abode is not known ; and that the said C. D. hath left his (male) bastard child aged (three) years, and born in the said town of _____ a charge upon the said town, although he hath an estate sufficient to discharge the said town from the charge thereof ; and whereas we, the said justices, having duly examined into the matter of the said complaint, as well upon oath as otherwise, it doth appear unto us, and we do adjudge, that the said complaint is true ; and we do also adjudge him, the said C. D. to be the reputed father of the said bastard child—THESE are therefore, in the name of the people of the state of New-York, to authorise you the said overseers of the poor of the town aforesaid, to seize and take the goods and chattels, and to let out and receive the annual rents and profits of the lands and tenements of the said C. D. towards the bringing up and providing for the said bastard child ; and you are hereby required to attend at the next general sessions of the peace, to be holden in and for the said county, in order that the said seizure may be allowed and confirmed, and you further directed in the premises, according to the statute in such case made and provided. Given, &c.

PRECEDENTS OF PROCEEDINGS UNDER THE POOR LAWS.

Order for the relief and maintenance of a pauper by the town where he belongs.

County of } ss. To the overseers of the poor of the town of _____ in the said county, and to each of them.

WHEREAS application hath been made to me, J. P. Esq. one of the justices of the peace within and for the said county of _____ by A. B. one of the overseers of _____ of _____

of the poor of the town aforesaid, setting forth, that P. P. a poor person, belonging to the said town, had applied to him, the said overseer, for relief. And whereas I, the said justice, and the said overseer, have duly inquired into the state and circumstances of the said P. P. and it appearing to us, that the said P. P. is in such indigent and necessitous circumstances as to require the relief herein directed: I therefore, the said justice, do hereby order you, the said overseers of the poor of the said town of or one of you, to allow and pay unto the said P. P. weekly, and every week, upon the MONDAY in each and every week, the sum of for and towards his support and maintenance, until such time as you shall be otherwise ordered according to law to forbear the said allowance. Given under my hand and seal, at in the said county, the day of

A warrant to seize the goods, and let out, and receive the rents of the real estates of husbands, or parents, who run away from their families.

County of }
 }ts. To the overseers of the poor of the town of in the said county.

WHEREAS it appears unto us, two of the justices of the peace within and for the said county as well upon the complaints and application of the overseers of the poor of the said town of in the county aforesaid, as upon due proof upon oath before us made, that O. O. late of the said town of yeoman, hath run away from his place of abode and legal settlement at aforesaid, into some other county or place unknown, leaving C. O. his wife, and A. O. and D. O. his infant children, a charge to the said town in which they are settled; and that the said O. O. hath some estate real or personal, whereby the said town may be eased of the said charge in whole or in part. We, therefore, in the name of the people of the state of New-York, do hereby authorize and command you, the said overseers, to take and seize the goods and chattels, and to let out and receive the annual rents and profits of the lands and tenements of the said O. O. at aforesaid, so absconding as aforesaid, for and towards the maintaining, bringing up and providing for his said wife and children, so left as aforesaid; and with this warrant, you are to appear at the next general sessions of the peace, to be holden for the said county, then and there to certify what you have done in the execution hereof. Given under our hands and seals, at in the said county, the day of

General form of a contract for the maintenance of the poor.

IT is contracted and agreed, this day of by and with the consent of the major part of the freeholders and inhabitants of the town of in the county of signified at their annual town-meeting, between A. B. and C. D. overseers of the poor of the said town, and E. P. and J. P. Esq's. two of the justices of the peace within and for the said county, of the one part; and G. H. in the said town, yeoman, of the other part; that he, the said G. H. shall and will, during the space of one whole year, to commence from now next ensuing, at his own proper costs and charges, in the house in which he now dwells, [or, as the case is] find, provide and allow unto all such poor people, as shall be lawfully entitled to relief and maintenance from the said town, and shall there be brought unto him by the overseers of the poor aforesaid, or either of them, or their successors, for the time being, sufficient lodging, meat, drink, clothing, employment, and other things necessary for their keeping and maintenance; and that in consideration thereof, the said overseers of the poor, and their successors respectively, shall pay or cause to be paid, to the said G. H. the sum of in equal proportions,

tions, and the said G. H. to have moreover, and take unto himself, the benefit of the said poor people's work, labor and service, during the said time. In witness whereof, the parties to these presents have hereunto respectively set their hands, the day and year first above mentioned.

A certificate.

County of } *ss.* To the overseers of the poor of the town of in the
 } county of

WE, the overseers of the poor of the town of in the county of do hereby certify, own and acknowledge, that P. P. labourer, is an inhabitant, legally settled in our town of aforesaid. In witness whereof, we have hereunto set our hands and seals, the day of in the year of our Lord

Attested by

A. W.
B. W.

A. B. } Overseers of
C. D. } the poor.

Acknowledgment of the certificate before a justice, with his approbation thereof.

I, F. J. Esquire, one of the justices of the peace in and for the said county of do hereby approve of the above written certificate; and I do likewise certify that A. B. and C. D. overseers of the poor of the said town of whose names and seals are thereunto subscribed and set, have this day respectively acknowledged before me, the said justice, that they did severally sign and seal the same. Given under my hand, this day of

If the certificate is proved before the justice, by one of the attesting witnesses, the form may be thus :

I, F. J. one of the justices of the peace in and for the said county of do hereby approve of the above written certificate; and I do likewise certify, that A. W. one of the witnesses attesting the same, hath this day made oath before me, the said justice, that he, the said A. W. did see the overseers of the poor of the said town of whose names and seals are thereunto subscribed and set, severally sign and seal the same; and that the names of A. W. and B. W. the witnesses attesting the said certificate, are severally of their own hand writing.— Given under my hand, the day of

Warrant of two justices for a pauper to be examined concerning his settlement.

County of *ss.* To any constable of the town of in the said county.

WE, J. J. and E. J. Esquires, two of the justices of the peace in and for the said county, being duly informed that P. P. hath come to reside in the said town, not having obtained a legal settlement therein, nor produced any certificate owning him to be settled elsewhere, and that the said P. P. is likely to become chargeable to the said town of do command you to bring the said P. P. before us, at the house of in the said town, on the day of at o'clock in the noon, to be examined concerning his last place of legal settlement. Given under our hands and seals, at, the day of

It may also be proper, especially in cases of difficulty and doubt; and to avoid, if possible, the trouble and expence of an appeal, to give notice of the time and place of the intended meeting of the justices, to the overseers, of the place where the settlement is alleged to be, in order that they may be present, if they think fit, when the adjudication is made. This notice may be in the form of a summons, to shew cause, viz.

www.libtool.com Form of the notice, &c.

County of sa. To the overseers of the poor of the town of in the county of and to each of them.

WHEREAS we, F. J. and S. J. Esquires, two of the justices of the peace in and for the said county of are informed, that P. P. late of hath come to reside in the town of in the said county of not having obtained any legal settlement therein, nor produced any certificate owning him to be settled elsewhere; and that he is likely to become a charge to the said town of These are therefore to summon and require you to be and appear (if you think proper) before us, the said justices, at the house of in the town of in the said county of at the hour of in the noon of the same day, to shew cause why the said P. P. should not be removed from the said town of to your said town of as the place of his last legal settlement. Given under our hands and seals, the day of &c.

If the overseers appear, and attempt to shew cause, pursuant to this summons, it will not take away their right of appealing against the order that may be made.

General form of an order of removal to the place of legal settlement.

County of sa. To any constable of the town of A. in the said county,

GREETING:

UPON the information of the overseers of the poor of the town of A. aforesaid, [*or, upon due information,*] given to us, whose names and seals are hereto affixed, being two of the justices of the peace in and for the said county of W. that P. P. and M. his wife, and S. P. their son, aged eight years, and D. P. their daughter, aged four years, have come to reside in the said town of A. not having obtained a legal settlement therein, nor produced any certificate owning them or any of them to be settled elsewhere, and that the said P. P. M. his wife, and S. and D. their children, are likely to become a charge to the said town of A. We, the said justices, upon due proof made thereof, as well upon the examination had of the premises, do adjudge the same to be true; and we do likewise adjudge, that the legal settlement of them, the said P. P. M. his wife, and S. and D. their children, is in the town of B. in the county of G.

And the said P. P. M. his wife, and S. and D. their children, having been ordered and directed by us, by a certain day now past, to remove to the said town of B. the place of their former settlement, and they having neglected [*or, refused*] to comply with our said order: We do therefore command you to convey the said P. P. M. his wife, and S. and D. their children, from and out of our said town of A. to the town of and from thence to the town of [*or, by the post road, or, by water to, &c. here point out the nearest and most convenient route, or if they are to be sent from constable to constable, then command him to convey* and deliver them, together with this warrant, to the constable of the town of

in the county of being the next town through which they have been suffered to wander unapprehended, which constable is also commanded to convey and deliver them, together with this warrant, to the next constable; and so from constable to constable,] to the said town of B. and them to deliver to the overseers of the poor there, or to one of them, together with this our order, or a true copy thereof, at the same time shewing to them the original; and the said overseers are required to receive and provide for them as inhabitants of their said town. Given under our hands and seals, the day of in the year of our Lord &c.

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 keep the peace in our county of and also to hear and determine divers felonies, trespasses and other misdemeanors in the said county committed, at the general sessions of the peace to be holden at &c. in and for the said county on the day of &c. at the hour of &c. in the forenoon of the same day, to certify the truth, and give evidence before the grand inquest touching a bill of indictment to be preferred against O. O. in a case of trespass and assault—[or if to give evidence in behalf of the people, on the trial say, "on our behalf against O. O. in a case of" &c. or, if for the defendant, "Between us and O. O. in a case of" &c. or if the people be not a party, say, "In a certain appeal now depending, between the overseers of the poor of the town of and the overseers of the poor of the town of touching and concerning the removal of R. H. from the said town of P. to the said town of B." and then proceed.] And this you, or any of you, are by no means to omit, under the penalty, upon each of you, of two hundred and fifty dollars. Witness &c. at aforesaid, the day of &c.

G. L. Clerk.

Ticket for the above Subpoena.

To Mr. A. B.

By virtue of a writ of subpoena, to you directed and herewith shewn unto you, you are personally to be and appear before our justices, &c. (*pur suing the form of the subpoena to the words* "in a case of" &c.) and this you are not to omit, under the penalty of two hundred and fifty dollars. Dated this day of &c.

Manner of making Return to a Certiorari.

First indorse on the back of the writ these words: "The execution of this writ will appear in a schedule hereunto annexed."

This schedule should be on a distinct piece of paper or parchment, and annexed to the writ.

The form of a schedule or return to a certiorari, by a court of Sessions.

County of }
 is: BE IT REMEMBERED, That at the general sessions of the peace, held at in and for the county of on &c. before A. B. C. D. E. F. and others, their associates, justices, the peace within the said county to keep, and also divers felonies, trespasses and other misdemeanors committed in the said county, to hear and determine, assigned, upon the oath of P. R. J. B. &c. (*insert the names of the jurors by whom the bill was found*) good and lawful men of the county aforesaid, then and there sworn, and charged to inquire for the said people and the body of the said county, it is presented in manner and form, as appears in a certain indictment annexed to this schedule.

G. L. Clerk.

Form of a schedule by a justice of the peace.

County of }
 is: I, E. H. Esq. one of the justices, the peace within the said county to keep, and also divers felonies, trespasses and other misdemeanors, committed in the said county, to hear and determine, assigned, by virtue of the writ of the people of the state of &c. to me delivered and herunto annexed, do, under my seal certify unto the justices of the supreme court of judicature of the said people, the indictment of which mention is made in the said writ, together with all matters touching the same indictment, as in the same writ I am com-
 manded

manded. In witness whereof I, the said E. H. have to these presents set my hand and seal. Given at _____ in the said county, the _____ day of &c.

Form of admitting to bail by two justices under the act.

County of } *vs.* BE IT REMEMBERED, That on the _____ day of _____ in the year &c. L. M. of &c. yeoman, D. L. of &c. yeoman, and R. W. of &c. yeoman, came before us, E. H. and J. T. Esquires, two of the justices of the peace in and for the said county, and severally acknowledge themselves to owe to the people of the state of New-York, in manner following: that is to say, the said L. M. fifty dollars, and the said D. L. and R. W. twenty-five dollars each, to be respectively levied of their lands and tenements, goods and chattels, if default shall be made in the condition following:

E. H. }
J. T. }

The condition of this recognizance is such, that if the above bounden L. M. shall personally appear at the next general sessions of the peace, to be holden in and for the said county, at the court-house in &c. on &c. [or "at the next court of oyer and terminer and general gaol delivery, to be holden in and for the said county;"] then and there to answer to the said court, for and concerning the felonious taking and stealing of _____ the property of A. B. of &c. yeoman, with the suspicion whereof the said L. M. stands charged before the said court, and to do and receive what shall by the said court be then and there enjoined him, and shall not depart the court without licence, then the above recognizance shall be void.

Form of a LIBERATE or warrant for the discharge of a prisoner who finds sureties, after being committed to prison for want of them.

County of } *vs.* G. C. Esq. one of the justices of the peace in and for the said county—To the keeper of the gaol at &c. in the said county

GREETING :

WHEREAS O. P. in the prison of the people of the state of &c. in your custody now being, at the suit of W. W. of _____ in the said county, yeoman, for the want of his finding sufficient sureties for his personal appearance at the next general sessions of the peace, to be holden in and for the said county, and for his keeping the peace [or "being of good behaviour"] in the mean time towards the good people of the said state, and especially towards the said W. W. hath found before me sufficient sureties, to wit, C. S. of _____ and C. D. of _____ whom hath undertaken for the said O. P. under the pain of 50 dollars; and he the said O. P. hath undertaken for himself, under the pain of 100 dollars, that he, the said O. P. shall and will personally appear at the next general sessions of the peace, to be holden in and for the said county, and shall well and truly keep the peace [or "be of good behaviour"] in the mean time towards the said people, and especially towards the said W. W. : Therefore on behalf and in the name of the said people, I do hereby command you, that if the said O. P. do remain in the said gaol, for the said cause, and for none other, then you forbear to grieve or detain him longer, but that you deliver him thence, and suffer him to go at large, and that upon the pain that will thereon ensue. Given under my hand and seal at _____ in the said county, the _____ day of _____

Plains

*Distress for Rent, &c.**Plaint in replevin*

County, to wit : A. B. of in the county of yeoman, complains of C. D. of the manor of in the county of gentleman, of a plea of taking and unjustly detaining his beasts (or, his beasts, goods and chattels, or, his goods and chattels, or, his certain mare, or, his certain silver bowl,) and gives security to prosecute his said complaint, and to return the same beasts, if return thereof shall be adjudged.

IF goods are removed or concealed by tenants to prevent distress, the landlord with a constable may, in the day time, break doors, and enter suspected places to distrain them ; but in case of a dwelling-house, oath must first be made before a justice of the peace, of reasonable grounds to suspect the goods are therein ; upon which the justice must issue a warrant for that purpose.

Form of the oath.

county s. A. B. of in the said county, gentleman, maketh oath and faith, that certain goods and chattels of C. D. of yeoman, have been conveyed away from &c. by the said C. D. his servant or servants, agent or agents, or other person or persons, aiding or assisting therein, to prevent the said goods and chattels from being taken and seized as a distress for the arrears of rent due to this deponent (or, due to E. F.) and that the said A. B. hath reasonable grounds to suspect, and doth suspect that the said goods and chattels are in the dwelling-house of at &c. A. B.

Taken and sworn at this day of before me E. H. one of, &c.

Form of the warrant.

County of s. To my constable of &c

WHEREAS A. B. of yeoman, hath this day of made oath before me E. H. one of &c, that certain goods and chattels of C. D. of yeoman, have been conveyed and carried away from &c. by the said C. D. his servant or servants, agent or agents, or other person or persons, aiding or assisting therein, so as to prevent the said goods and chattels from being taken and seized as a distress for arrears of rent : And that the said A. B. hath reasonable ground to suspect that the said goods and chattels are in the dwelling house of at &c.— These are therefore to command you to aid and assist his steward, bailiff, receiver, or other person or persons, empowered to take and seize, as a distress for rent, the said goods and chattels, in the day time, to break open, and enter into the said dwelling-house of the said at and to take and seize the said goods and chattels for the said arrears of rent, according to law. Given under my hand &c.

Form of an agreement where a landlord gives his tenant further time to pay his rent.

I. A. B. do hereby consent, that E. D. my landlord, who, on the day of distrained my goods and chattels, for rent, in a messuage or dwelling-house, situate in &c. shall, at my proper costs, continue in possession of my said goods and chattels, in the said messuage or dwelling-house, for the space of from the date hereof ; the said E. D. undertaking to forbear the sale of the said goods and chattels for the said space of time, in order to enable me to discharge the said rent. In witness, &c.

Form

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Form of a challenge to the array of the panel of a jury. See Coke's entries.

AND now at this day, to wit, &c. come the aforesaid A. the plaintiff and B. the defendant, by their attorneys, and the jurors were impanelled and demanded and came, and thereupon the aforesaid B. challengeth the array of the panel aforesaid, because he saith that that panel was arrayed by one T. T. Esq. now and at the time of making the array aforesaid, sheriff of the said county of which said sheriff is a kinsman of the aforesaid A. the plaintiff, to wit, [*set forth the degree of affinity with convenient certainty,*] and this he is ready to certify, whereupon he prayeth judgment, and that the said panel may be quashed, which said challenge by and triers, to this chosen and sworn, is found true, and therefore let the panel aforesaid be quashed and removed.

Declaration on a bail bond.

Of _____ county ss. A. B. assignee of J. T. Esq. sheriff of the county of _____ term, in the year one thousand &c. according to the form of the act in such case made and provided, complains of C. D. and E. F. being in custody &c. of a plea that they render to the said A. B. _____ dollars of lawful money of &c. which to him they owe, and from him unjustly detain: For that whereas the said A. B. on the _____ day of _____ in the year &c. at the city of &c. in the county of _____ [*or "at _____ in the county of _____ and within the jurisdiction of this court,"*] prosecuted, out of the supreme court of judicature of the state of &c. before the justices of the said court [*or "out of the court of common pleas in and for the county of" &c.*] a certain writ of the people of the state of New-York commonly called a *capias ad respondendum*, directed to the sheriff of &c. by which the said people commanded the said sheriff to take the said C. D. if he should be found within his bailiwick and him safely keep, so that he might have his body before the justices [*or "before the judges and assistant justices"*] of the said court, at the city-hall of the city of &c. [*or "at the then next court of common pleas, which was to be held at _____ in and for the said county of _____"*] on the _____ day of &c. to answer to the said A. B. of a plea of trespass, and also to a bill of the said A. B. against the said C. D. for _____ dollars upon promises, according to the custom of the said court, before the said justices, then, there to be exhibited [*or "to answer unto the said A. B. of a plea of trespass on the case to his damage of _____ dollars, as it was said"*] which said writ afterwards, and before the return thereof, to wit, on the said _____ day of _____ in the year aforesaid, at _____ in the county of _____ aforesaid, was delivered to J. T. Esq. then sheriff of the said county of _____ to be executed in due form of law; by virtue of which said writ, directed and delivered to the said sheriff in form aforesaid, the said J. T. then being sheriff, as aforesaid, afterwards, to wit, on the _____ day of _____ in the year aforesaid, at _____ in the county of _____ aforesaid, took and arrested the said C. D. by his body and had, detained and kept the said C. D. then and there in his custody, by virtue of the said writ and that arrest—And whereas the said C. D. and E. F. afterwards, to wit, on the same day and year last mentioned, at _____ in the county of _____ aforesaid (the said C. D. being so taken, arrested, detained and kept by the said sheriff as aforesaid, and then and there remaining in the custody of the said sheriff, by virtue of the said writ) by a certain writing obligatory, commonly called a bail bond, sealed with the seals of the said C. D. and E. F. and to the said court now here shewn, the date whereof is on the same day and year last mentioned, acknowledged themselves to be held and firmly bound to the said J. T. then being sheriff as aforesaid, by the name of J. T. sheriff of &c. in the sum of _____ dollars of lawful money of _____

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of the United States of America; to be paid to the said J. T. or to his certain attorney, executors, administrators or assigns, when they the said C. D. and E. F. should be thereto afterwards required; with a condition to the said writing obligatory underwritten, that if the said C. D. should personally appear at the then next supreme court of judicature of the people of the state of &c. [or "at the then next court of common pleas"] to be held at the City-Hall of the city of &c. [or "at in and for the said county of" &c.] on the day of &c. before the said justices [or before the said judges and assistant justices"] of the said court, then and there to answer unto the said A. B. of a plea of trespass, and also to a bill of the said A. B. against the said C. D. for dollars upon promises, according to the custom of the said court before the said justices then, there to be exhibited, [or "of a plea of trespass on the case to his damage of dollars as it was said,"] then the said obligation should be void, otherwise to remain in full force and virtue, as by the said writing obligatory, and the condition thereof, relation being thereto had, will more fully appear; which said writing obligatory, with the condition there-under written, was taken by the said J. T. Esq. sheriff as aforesaid, by virtue of the said writ, and by force of the act in such case made and provided: And the said A. B. assignee as aforesaid, in fact saith that the said C. D. did not appear at the said court before the said justices [or "before the said judges and assistant justices"] on the day in the condition aforesaid mentioned, according to the exigency of the said writ, whereby the said writing obligatory became forfeited, and the said sum of money therein mentioned, or any part thereof, not being paid to the said sheriff, the said J. T. then and now being sheriff as aforesaid, afterwards, to wit, on the day of in the year &c. at in the county of aforesaid, [or "in the county and within the jurisdiction aforesaid,"] at the request, cost and charges of the said A. B. by an endorsement on the back of the said writing obligatory, made and attested in the presence of two credible witnesses, and sealed with the seal of the said sheriff, assigned the said writing obligatory to the said A. B. according to the form of the act in such case made and provided, as by the said assignment, endorsed on the said writing obligatory, and to the said court now here shewn, the date whereof is on the day and year last aforesaid, may more fully appear; by reason of which said premises, and according to the form of the act in such case made and provided, an action hath accrued to the said A. B. as assignee of the said J. T. Esq. sheriff as aforesaid, to demand and have of the said C. D. and E. F. the said sum of dollars above demanded: Nevertheless the said C. D. and E. F. (although often requested &c.) have not yet paid the said sum of money above demanded, or any part thereof to the said J. T. sheriff as aforesaid, before the said assignment, or to the said A. B. assignee as aforesaid, since the said assignment, or to either of them, but the said C. D. and E. F. to pay the same, or any part thereof, have hitherto wholly refused, and still do refuse so to do, to the damage of the said A. B. assignee as aforesaid, of dollars, and therefore he brings suit, &c.

John Doe, and } Pledges, &c.
Richard Roe. }

P. R. Att'y. &c.

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