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**R.** In the signatures of royal persons, "R." is an abbreviation for "*rex*" (king) or "*regina*" (queen.) In descriptions of land, according to the divisions of the governmental survey, it stands for "range." *Ottumwa, etc.*, R. Co. v. McWilliams, 71 Iowa 164, 32 N.W. 315; *Simms v. Rolfe*, 177 Ark. 52, 5 S.W.2d 718, 719.

**R. E. A.** Rural Electrification Administration.

**R. G.** An abbreviation for *Regula Generalis*, a general rule or order of court; or for the plural of the same.

**R. L.** This abbreviation may stand either for "Revised Laws" or "Roman law."

**R. S.** An abbreviation for "Revised Statutes."

**RACE.** An ethnical stock; a great division of mankind having in common certain distinguishing physical peculiarities constituting a comprehensive class appearing to be derived from a distinct primitive source. A tribal or national stock, a division or subdivision of one of the great racial stocks of mankind distinguished by minor peculiarities. Descent. In re *Halladjian*, C.C.Mass., 174 F. 834; *Ex parte (Ng.) Fung Sing*, D.C.Wash., 6 F.2d 670.

**RACE-WAY.** An artificial canal dug in the earth; a channel cut in the ground. *Wilder v. De Cou*, 26 Minn. 17, 1 N.W. 48. The channel for the current that drives a waterwheel. Webster.

**RACHAT.** In French law. The right of repurchase which, in English and American law, the vendor may reserve to himself. It is also called "*réméré*." Brown.

**RACHATER.** L. Fr. To redeem; to repurchase, (or buy back.) Kelham.

**RACHETUM.** In Scotch law. Ransom; corresponding to Saxon "*weregild*," a pecuniary composition for an offense. Skene; Jacob.

**RACHIMBURGII.** In the legal polity of the Salians and Ripuarians and other Germanic peoples, the name given to the judges or assessors who sat with the count in his *mallum*, (court,) and were generally associated with him in other matters. Spelman.

**RACING TIP.** A false assumption of vaticination concerning the result of a speed contest between animals justly termed thoroughbred. *Armstrong Racing Publications v. Moss*, 43 N.Y.S.2d 171, 173, 181 Misc. 966.

**RACK.** An engine of torture anciently used in the inquisitorial method of examining persons charged with crime, the office of which was to break the limbs or dislocate the joints.

**RACK-RENT.** A rent of the full value of the tenement, or near it. 2 Bl.Comm. 43.

**RACK-VINTAGE.** Wines drawn from the lees. Cowell.

**RACKET.** Engaging in an operation to make money illegitimately, implying continuity of behavior. *Bradley v. Conners*, 7 N.Y.S.2d 294, 295, 169 Misc. 442.

**RACKETEER.** A person who makes money by violations of the Penal Law, particularly those violations accompanied by violence. *Continental Bank & Trust Co. of New York v. 200 Madison Avenue Corporation, Sup.*, 43 N.Y.S.2d 402, 407.

**RACKETEERING.** An organized conspiracy to commit the crimes of extortion or coercion, or attempts to commit extortion or coercion. From the standpoint of extortion, it is the obtaining of money or property from another, with his consent, induced by the wrongful use of force or fear. The fear which constitutes the legally necessary element in extortion is induced by oral or written threats to do an unlawful injury to the property of the threatened person by means of explosives, fire, or otherwise; and to kill, kidnap, or injure him or a relative of his or some member of his family. From the standpoint of coercion, it usually takes the form of compelling by use of similar threats to person or property a person to do or abstain from doing an act which such other person has the legal right to do or abstain from doing, such as joining a so-called protective association to protect his right to conduct a business or trade. *United States v. McGlone*, D.C. Pa., 19 F.Supp. 285, 287.

**RADICALS.** A political party. The term arose in England, in 1818, when the popular leaders, Hunt, Cartwright, and others, sought to obtain a radical reform in the representative system of parliament. Bolingbroke (*Disc. Parties, Let. 18*) employs the term in its present accepted sense: "Such a remedy might have wrought a *radical* cure of the evil that threatens our constitution," etc. Wharton.

**RADIUS.** A straight line drawn from the centre of a circle to any point of the circumference. Its length is half the diameter of that circle, or is the space between the centre and the circumference. *State v. Berard*, 40 La.App. 174, 3 So. 463.

**RADOUR.** In French law. A term including the repairs made to a ship, and a fresh supply of furniture and victuals, munitions, and other provisions required for the voyage. *Pardessus*, n. 602.

**RAFFLE.** A kind of lottery in which several persons pay, in shares, the value of something put up as a stake, and then determine by chance (as by casting dice) which one of them shall become the sole possessor of it. Webster; *Prendergast v. State*, 41 Tex.Cr.R. 358, 57 S.W. 850. *People v. American Art Union*, 7 N.Y. 241.

## RAGEMAN

**RAGEMAN.** A statute, so called, of justices assigned by Edward I. and his council, to go a circuit through all England, and to hear and determine all complaints of injuries done within five years next before Michaelmas, in the fourth year of his reign. Spelman. Also a rule, form, regimen, or precedent.

**RAGMAN'S ROLL, or RAGIMUND'S ROLL.** A roll, called from one Ragimund or Ragimont, a legate in Scotland, who, summoning all the benefited clergymen in that kingdom, caused them on oath to give in the true value of their benefices, according to which they were afterwards taxed by the court of Rome. Wharton.

**RAIL CHAIR.** A device used where the ends of rails come together; it holds the separate rails firmly together and in alignment and so gives them the effect of being one continuous rail. Railroad Supply Co. v. Hart Steel Co., C.C.A.Ill., 222 F. 261, 269.

**RAILROAD, v.** With respect to legislation, to force through legislation over the objection of a minority. Roane v. Columbian Pub. Co., 126 Wash. 416, 218 P. 213, 214.

**RAILROAD, n.** A road or way on which iron or steel rails are laid for wheels to run on, for the conveyance of heavy loads in cars or carriages propelled by steam or other motive power; a road or way on which iron rails are laid for transportation purposes, as incident to the possession or ownership of which important franchises and rights affecting the public are attached. A railway. New Deemer Mfg. Co. v. Kilpatrick, 129 Miss. 268, 92 So. 71, 73; Muskogee Electric Traction Co. v. Doering, 70 Okl. 21, 172 P. 793, 794, 2 A.L.R. 94. An enterprise created and operated to carry on a fixed track passengers and freight, or passengers or freight, for rates or tolls, without discrimination as to those who demand transportation. Bradley v. Degnon Contracting Co., 224 N.Y. 60, 120 N.E. 89, 91. In a strictly accurate sense, it is a generic term, and includes all kinds of railroads, whether street railways, horse car lines, cable car lines, electric trolley lines, suburban lines, interurban lines, or steam railroads engaged in general transportation. In re Columbia Ry., Gas & Electric Co., D.C.S.C., 24 F.2d 828, 831.

The term "railroad" or "railway" may in a broad sense include all structures which are necessary to operation of railroad. Smith v. Northern Pac. Ry. Co., 50 Mont. 539, 148 P. 393, 394.

Whether or not "railroad" includes roads operated by horse-power, electricity, cable-lines, etc., will generally depend upon the context of the statute in which it is found. The decisions on this point are at variance. Frisco Lumber Co. v. Spivey, 40 Okl. 633, 140 P. 157, 158; Morgan v. Grande Ronde Lumber Co., 76 Or. 440, 148 P. 1122, 1123.

If scope of a statute relating to railroads shows that both railroads and street railroads were within the legislative contemplation, the word "railroad" will include street railroads; but, if act was aimed at railroads proper, street railroads are excluded from its provisions. In re Columbia Ry., Gas & Electric Co., D.C.S.C., 24 F.2d 828, 831.

*Railroad* is usually limited to roads for heavy steam transportation and also to steam roads partially or wholly electrified or roads for heavy traffic designed originally

for electric traction. The lighter electric street-car lines and the like are usually termed *railways*. In Great Britain and the British colonies, except Canada, all such roads, whether for heavy or light traffic, are usually called *railways*. Webster, Dict.

See, also, Railway.

### Branch Railroad

A road connected with the main line, not as a mere incident thereto, to facilitate the business of the main line, but to do a business of its own by transporting persons and property to and from places not reached by the main line. Illinois Cent. R. Co. v. East Sioux Falls Quarry Co., 33 S.D. 63, 144 N.W. 724, 726.

### Railroad Car

Any vehicle constructed for operation over railroad tracks. State v. Tardiff, 111 Me. 552, 90 A. 424, L.R.A.1915A, 817.

### Railroad Commission

A body of commissioners, appointed in several of the states, to regulate railway traffic within the state, with power, generally, to regulate and fix rates, see to the enforcement of police ordinances, and sometimes assess the property of railroads for taxation. Southern Pac. Co. v. Board of Railroad Com'rs, C.C.Cal., 78 F. 236, 252.

### Railroad Company

A company which is principally engaged in operating a railroad. Crowley v. Polleys Lumber Co., 92 Mont. 27, 9 P.2d 1068, 1070.

### Railroad Division

A unit of management established for convenience in operation. Day v. Louisville & N. R. Co., 295 Ky. 679, 175 S.W.2d 347, 349.

### Railroad Line

A regular line of railroad vehicles for public use operating between distant points or between different cities. Bruce Transfer Co. v. Johnston, 227 Iowa 50, 287 N.W. 278, 280.

### Railroad Property

The property which is essential to a railroad company to enable it to discharge its functions and duties as a common carrier by rail. It includes the road bed, right of way, tracks, bridges, stations, rolling stock, and such like property. Northern Pac. R. Co. v. Walker, C.C.N.D., 47 F. 681.

### Railroad Relief Funds

A term applied to funds raised by periodical contributions of corporation employees, or by them jointly with the corporation, for the purpose of providing relief to the employees in case of injury, and the payment of money to their families in case of death, in the service.

**RAILWAY.** In law, this term is usually of exactly equivalent import to "railroad" (*q. v.*). State v. Brin, 30 Minn. 522, 16 N.W. 406; Millvale

Borough v. Evergreen Ry. Co., 131 Pa. 1, 18 A. 993, 7 L.R.A. 369.

### Interurban Railways

A sort of hybrid, having in some respects the characteristics of the ordinary railroad and in others those of the street railroad. Within the limits of the cities which they enter, they usually pass along the streets, and perform the ordinary functions of street railroads, stopping where desired to let passengers on or off, and serving the public need for local street travel. Outside the cities, on their way from one city or town to another, they frequently travel upon a roadway obtained from private persons, not upon a public road, and stop, as in case of ordinary railroads, only at stations established by them for that purpose. They also often convey freight as well as passengers. *San Francisco and S. M. Electric Ry. Co. v. Scott*, 142 Cal. 222, 75 P. 575, 576, 583.

### Railway Commissioners

A body of three commissioners appointed under the English regulation of railways act, 1873, principally to enforce the provisions of the railway and canal traffic act, 1854, by compelling railway and canal companies to give reasonable facilities for traffic, to abstain from giving unreasonable preference to any company or person, and to forward through traffic at through rates. They also have the supervision of working agreements between companies. Sweet.

### Railway Depot

A station at which trains stop for transaction of ordinary business of railroad company, the receiving and delivering of freight and passengers. *Brenner v. Amrine*, 151 Kan. 788, 100 P.2d 688, 690.

### Street Railway

One constructed and operated on or along the streets of a city or town to carry persons from one point to another in such city or town, or to and from its suburbs. It is peculiarly to accommodate people in cities and towns; its tracks are ordinarily laid to conform to street grades, its cars run at short intervals, stopping at street crossings to receive and discharge passengers, and its business is confined to the carriage of passengers and not freight. *Muskogee Electric Traction Co. v. Doehring*, 70 Okl. 21, 172 P. 793, 795, 2 A.L.R. 94. An enterprise created and operated to carry on a fixed track passengers and freight, or passengers or freight, for rates or tolls, without discrimination as to those who demand transportation. *Bradley v. Degnon Contracting Co.*, 224 N.Y. 60, 120 N.E. 89, 91. The term "street railroad" is used interchangeably with "street railway." *Metropolitan West Side Electric Ry. Co. v. City of Chicago*, 261 Ill. 624, 104 N.E. 165, 167. The term is sometimes distinguished from "railway," meaning one of those larger institutions employed in general freight and passenger traffic from one city, town, or place to another, and usually denominated "commercial railways," while a "street

railway" is built upon streets and avenues for the accommodation of street traffic. *Anhalt v. Waterloo, C. F. & N. Ry. Co.*, 166 Iowa 479, 147 N.W. 928, 931. See *Railroad*. "Street railway" may include both urban and interurban lines. *City of Milwaukee v. Railroad Commission of Wisconsin*, 169 Wis. 559, 173 N.W. 329, 330. See, also, *Interurban Railways*.

### Trunk Railway

A commercial railway connecting towns, cities, counties, or other points within the state or in different states, which has the legal capacity, under its charter or the general law, of constructing, purchasing, and operating branch lines or feeders connecting with its main stem or trunk; the main or trunk line bearing the same relation to its branches that the trunk of a tree bears to its branches, or the main stream of a river to its tributaries. *Oregon, C. & E. Ry. Co. v. Blackmer*, 154 Or. 388, 59 P.2d 694, 696.

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

**RAINY DAYS.** Where a charter party (a cargo of wheat) provided that rainy days should not be counted as lay days, it excludes only rainy days on which, with reference to the facilities of the port in the way of covered docks, etc., the cargo could not be safely landed. *Kerr v. Schwaner*, 101 C.C.A. 285, 177 F. 659.

**RAISE.** To create; to infer; to create or bring to light by construction or interpretation. To cause or procure to be produced, bred or propagated. To bring together; to get together or obtain for use or service; to gather; to collect; to levy; as to raise money to raise an army. *Town of Amherst v. Erie County*, 256 N.Y.S. 785, 143 Misc. 540; *Miller Hatcheries v. Boyer*, C.C.A. Iowa, 131 F.2d 283, 287.

**RAISE A PRESUMPTION.** To give occasion or ground for a presumption; to be of such a character, or to be attended with such circumstances, as to justify an inference or presumption of law. Thus, a person's silence, in some instances, will "raise a presumption" of his consent to what is done.

**RAISE AN ISSUE.** To bring pleadings to an issue; to have the effect of producing an issue between the parties pleading in an action.

**RAISE REVENUE.** To levy a tax, as a means of collecting revenue; to bring together, collect, or levy revenue. The phrase does not imply an increase of revenue. *Perry County v. Selma*, etc., R. Co., 58 Ala. 557.

**RAISING A PROMISE.** The act of the law in extracting from the facts and circumstances of a particular transaction a promise which was implicit therein, and postulating it as a ground of legal liability.

**RAISING A USE.** Creating, establishing, or calling into existence a use. Thus, if a man con-

## RAISING

veyed land to another in fee, without any consideration, equity would presume that he meant it to be to the use of himself, and would, therefore, raise an implied use for his benefit. *Brown*.

**RAISING AN ACTION**, in Scotland, is the institution of an action or suit.

**RAISING MONEY**. Realizing money by subscription, loan, or otherwise. *New York & R. Cement Co. v. Davis*, 173 N.Y. 235, 66 N.E. 9; *New London Literary Inst. v. Prescott*, 40 N.H. 333.

**RAISING PORTIONS**. When a landed estate is settled on an eldest son, it is generally burdened with the payment of specific sums of money in favor of his brothers and sisters. A direction to this effect is called a direction for "raising portions for younger children;" and, for this purpose, it is usual to demise or lease the estate to trustees for a term of years, upon trust to raise the required portions by a sale or mortgage of the same. *Mozley & Whitley*.

**RAN**. Sax. In Saxon and old English law. Open theft, or robbery.

**RANCHO**. Sp. A small collection of men or their dwellings; a hamlet. As used, however, in Mexico and in the Spanish law formerly prevailing in California, the term signifies a ranch or large tract of land suitable for grazing purposes where horses or cattle are raised, and is distinguished from *hacienda*, a cultivated farm or plantation.

**RANCID**. Having a rank smell or taste from chemical change or decomposition. *Spry v. Kiser*, 179 N.C. 417, 102 S.E. 708, 709.

**RAND, or RAND LIFT**. In the nomenclature of the art of building heels, the cup-shaped piece attached to the top of the heel, fitting it to the heel seat of the shoe. *Brockton Heel Co. v. International Shoe Co.*, D.C.N.H., 19 F.2d 145.

**RANGE, v.** To have or extend in certain direction, to correspond in direction or line, or to trend or run. *Lilly v. Marcum*, 214 Ky. 514, 283 S.W. 1059, 1060.

**RANGE, n.** In the government survey of the United States, one of the divisions of a state, a row or tier of townships as they appear on the map.

A tract or district of land within which domestic animals in large numbers range for subsistence; an extensive grazing ground. The term is used on the great plains of the United States to designate a tract commonly of many square miles occupied by one or different proprietors and distinctively called a cattle range, stock range, or sheep range. The animals on a range are usually left to take care of themselves during the whole year without shelter, except when periodically gathered in a round-up for counting and selection, and for branding, when the herds of several proprietors run together. *State v. Omaeheviviaria*, 27 Idaho, 797, 152 P. 280, 282; *Missoula Trust &*

*Savings Bank v. Northern Pac. Ry. Co.*, 76 Mont. 201, 245 P. 949, 951.

**RANGER**. In forest law. A sworn officer of the forest, whose office chiefly consists in three points: To walk daily through his charge to see, hear, and inquire as well of trespasses as trespassers in his bailiwick; to drive the beasts of the forest, both of venery and chase, out of the deafforested into the forested lands; and to present all trespassers of the forest at the next courts holden for the forest. *Cowell*.

**RANK, n.** Grade of official standing. The order or place in which certain officers are placed in the army and navy, in relation to others. *Wood v. U. S.*, 15 Ct.Cl. 158.

*Rank* is often used to express something different from *office*. It then becomes a designation or title of honor, dignity, or distinction conferred upon an officer in order to fix his relative position in reference to other officers in matters of privilege, precedence, and sometimes of command, or by which to determine his pay and emoluments. This is the case with the staff officers of the army. *Wood v. U. S.*, 15 Ct.Cl. 159.

**RANK, adj.** In English law. Excessive; too large in amount; as a *rank modus*. 2 Bl.Comm. 30.

**RANKING OF CREDITORS**. The Scotch term for the arrangement of the property of a debtor according to the claims of the creditors, in consequence of the nature of their respective securities. *Bell*. The corresponding process in England is the marshalling of securities in a suit or action for redemption or foreclosure. *Paterson*.

**RANSOM**. The money, price, or consideration paid or demanded for redemption of a captured person or persons, a payment that releases from captivity. Acts 1933, c. 16063. *Keith v. State*, 120 Fla. 847, 163 So. 136.

In international law. The redemption of captured property from the hands of an enemy, particularly of property captured at sea. 1 Kent, Comm. 104. A sum paid or agreed to be paid for the redemption of captured property. 1 Kent, Comm. 105.

Strictly speaking, not a recapture of the captured property. It is rather a purchase of the right of the captors at the time, be it what it may; or, more properly, it is a relinquishment of all the interest and benefit which the captors might acquire or consummate in the property, by a regular adjudication of a prize tribunal, whether it be an interest *in rem*, a lien, or a mere title to expenses. In this respect, there seems to be no difference between the case of a ransom of an enemy or a neutral. *Maisonnaire v. Keating*, 2 Gall. 325, Fed.Cas.No.8,978.

In old English law. A sum of money paid for the pardoning of some great offense. The distinction between ransom and amercement is said to be that ransom was the redemption of a corporal punishment, while amercement was a fine or penalty directly imposed, and not in lieu of another punishment. *Cowell*; 4 Bl.Comm. 380; *U. S. v. Griffin*, 6 D.C. 57. A sum of money paid for the redemption of a person from captivity or imprisonment. Thus one of the feudal "aids" was to ransom the lord's person if taken prisoner. 2 Bl.Comm. 63.

**RANSOM BILL.** A contract by which a captured vessel, in consideration of her release and of safe-conduct for a stipulated course and time, agrees to pay a certain sum as ransom.

**RAPE.** In criminal law. The unlawful carnal knowledge of a woman by a man forcibly and against her will. *Gore v. State*, 119 Ga. 418, 46 S.E. 671, 100 Am.St.Rep. 182; *People v. Cieslak*, 319 Ill. 221, 149 N.E. 815, 816. *State ex rel. Moffitt v. Zupnik*, Ohio App., 50 N.E.2d 427, 429. That is, without her consent and against her utmost resistance. *State v. Cottengim*, Mo., 12 S.W.2d 53, 57.

Hence, if she consent to the sexual intercourse, although that consent may be reluctantly given, and although there may be some force used to obtain her consent, the offense cannot be "rape." Opposition to the sexual act by mere words is not sufficient. *Welch v. State*, 58 Ga.App. 447, 198 S.E. 810, 811. While slightest penetration is sufficient, it must be shown that private parts of male entered at least to some extent in those of female, and emission without penetration is insufficient. *Kitchen v. State*, 61 Okl.Cr. 435, 69 P.2d 411, 415.

Under modern statutes which often materially change the common-law definition and create an offense commonly known as "statutory rape," where the offense consists in having sexual intercourse with a female under statutory age, the offense may be either with or without the female's consent. *State v. Ellison*, 19 N.M. 428, 144 P. 10, 13.

In English law. An intermediate division between a shire and a hundred; or a division of a county, containing several hundreds. 1 Bl.Comm. 116; Cowell. Apparently peculiar to the county of Sussex. See, however, *Lath.*

**RAPE OF THE FOREST.** In old English law. Trespass committed in a forest by violence. Cowell.

**RAPE-REEVE.** In English law. The chief officer of a rape, (*q. v.*). 1 Bl.Comm. 116.

**RAPINE.** The felonious taking of another man's personal property, openly and by violence, against his will.

In the civil law, *rapina* is defined as the forcible and violent taking of another man's movable property with the criminal intent to appropriate it to the robber's own use. A prætorian action lay for this offense, in which quadruple damages were recoverable. *Gaius*, lib. 3, § 209; *Inst.* 4, 2; *Mac-keld. Rom. Law*, § 481; *Heinecc. Elem.* § 1071.

**RAPPORT À SUCCESSION.** In French law and in Louisiana. A proceeding similar to hotchpot; the restoration to the succession of such property as the heir may have received by way of advancement from the decedent, in order that an even division may be made among all the co-heirs. *Civ.Code La.* art. 1227.

**RAPTOR.** In old English law. A ravisher. *Fleta*, lib. 2, c. 52, § 12.

**RAPTU HÆREDIS.** In old English law. A writ for taking away an heir holding in socage, of which there were two sorts: One when the heir was married; the other when he was not. *Reg. Orig.* 163.

**RAPUIT.** Lat. In old English law. Ravished. A technical word in old indictments. 2 East, 30.

**RASURE.** The act of scraping, scratching, or shaving the surface of a written instrument, for the purpose of removing certain letters or words from it. It is to be distinguished from "obliteration," as the latter word properly denotes the crossing out of a word or letter by drawing a line through it with ink. But the two expressions are often used interchangeably. *Penny v. Cor-withe*, 18 Johns., N.Y. 499.

**RASUS.** In old English law. A rase; a measure of onions, containing twenty fiones, and each fion-is twenty-five heads. *Fleta*, lib. 2, c. 12, § 12.

**RATABLE.** Proportional; proportionately rated upon a constant ratio adjusted to due relation. *Glucksman v. Board of Education of City of New York*, Mun.Ct., 164 N.Y.S. 351, 359. According to a measure which fixes proportions. It has no meaning unless referable to some rule or standard, and never means equality or equal division but implies unequal division as between different persons. *Chenoweth v. Nordan & Morris*, Tex. Civ.App., 171 S.W.2d 386, 387.

**RATABLE ESTATE OR PROPERTY.** Property in its quality and nature capable of being rated, *i. e.* appraised, assessed. 10 B. & S. 323; *Coventry Co. v. Assessors*, 16 R.I. 240, 14 A. 877; *Burdick v. Pendleton*, 46 R.I. 125, 125 A. 278, 279. Taxable estate; the real and personal property which the legislature designates as "taxable." *Marsh-field v. Middlesex*, 55 Vt. 546.

**RATAM REM HABERE.** Lat. In the civil law. To hold a thing ratified; to ratify or confirm it. *Dig.* 46, 8, 12, 1.

**RATE.** Proportional or relative value, measure, or degree; the proportion or standard by which quantity or value is adjusted. *Shropshire v. Commerce Farm Credit Co.*, Tex.Civ.App., 266 S.W. 612, 614.

Thus, the *rate* of interest is the proportion or ratio between the principal and interest. So the buildings in a town are *rated* for insurance purposes; *i. e.*, classified and individually estimated with reference to their insurable qualities. In this sense also we speak of articles as being in "first-rate" or "second-rate" condition.

A fixed relation of quantity, amount or degree; also, a charge, valuation, payment or price fixed according to ratio, scale or standard; comparative price or amount of demands. *E. C. Miller Cedar Lumber Co. v. United States*, Cust. & Pat.App., 86 F.2d 429, 434. Webster.

Thus, we speak of the *rate* at which public lands are sold, *rates* of fare upon railroads, etc. *Georgia R. & B. Co. v. Maddox*, 116 Ga. 64, 42 S.E. 315; *Naylor v. Board of Education of Fulton County*, 216 Ky. 766, 288 S.W. 690, 692.

In connection with public utilities, a charge to the public for a service open to all and upon the same terms. *State v. Spokane & I. E. R. Co.*, 89 Wash. 599, 154 P. 1110, 1113, L.R.A.1918C, 675;

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City of Detroit v. Public Utilities Commission, 288 Mich. 267, 286 N.W. 368, 373.

As used in the interstate commerce law, it means the net cost to the shipper of the transportation of his property; that is to say, the net amount the carrier receives from the shipper and retains. Elliott v. Empire Natural Gas Co., 123 Kan. 558, 256 P. 114, 117. Great Northern Ry. Co. v. Armour & Co., D.C.Ill., 26 F.Supp. 964, 967.

The term is also used as the synonym of "tax;" that is, a sum assessed by governmental authority upon persons or property, by proportional valuation, for public purposes. It is chiefly employed in this sense in England, but is there usually confined to taxes of a local nature, or those raised by the parish; such as the poor-rate, borough rate, etc.

It sometimes occurs in a connection which gives it a meaning synonymous with "assessment;" that is, the apportionment of a tax among the whole number of persons who are responsible for it, by estimating the value of the taxable property of each, and making a proportional distribution of the whole amount. Thus we speak of "rating" persons and property.

In marine insurance, the term refers to the classification or scaling of vessels based on their relative state and condition in regard to insurable qualities; thus, a vessel in the best possible condition and offering the best risk from the underwriter's standpoint, is "rated" as "A 1." Insurance Companies v. Wright, 1 Wall. 472, 17 L.Ed. 505.

### Class Rate

A single rate applying to the transportation of a number of articles of the same general character. Norfolk Southern R. Co. v. Freeman Supply Corporation, 145 Va. 207, 133 S.E. 817, 818.

### Commodity Rate

A rate which applies to the transportation of a specific commodity alone. Norfolk Southern R. Co. v. Freeman Supply Corporation, 145 Va. 207, 133 S.E. 817, 818.

### Joint Rate

As applied to railroads, a rate prescribed to be charged for the transportation of goods or passengers over the connecting lines of two or more railroads, and to be divided among them for the service rendered by each respectively. Southern Bell Telephone & Telegraph Co. v. Railroad Commission of Georgia, D.C.Ga., 274 F. 438, 441.

### Rate of Exchange

In commercial law. The actual price at which a bill, drawn in one country upon another country, can be bought or obtained in the former country at any given time. Story, Bills, § 31.

### Rate Tariff

Statement by carrier to possible shippers that it will furnish certain services under certain conditions for certain price. Union Wire Rope Cor-

poration v. Atchison, T. & S. F. Ry. Co., C.C.A.Mo., 66 F.2d 965, 966.

### Rate-tithe

In English law. When any sheep, or other cattle, are kept in a parish for less time than a year, the owner must pay tithe for them *pro rata*, according to the custom of the place. Fitzh.Nat. Brev. 51.

**RATIFICATION.** In a broad sense, the confirmation of a previous act done either by the party himself or by another; confirmation of a voidable act. Story, Ag. §§ 250, 251; 2 Kent, Comm. 237; Norton v. Shelby County, 6 S.Ct. 1121, 118 U.S. 425, 30 L.Ed. 178; Gallup v. Fox, 30 A. 756, 64 Conn. 491. The affirmation by a person of a prior act which did not bind him, but which was done or professedly done on his account, whereby the act, as to some or all persons, is given effect as if originally authorized by him. Goldfarb v. Reichler, 112 N.J.L. 413, 171 A. 149, 151; The adoption by one, as binding upon himself, of an act done in such relations that he may claim it as done for his benefit, although done under such circumstances as would not bind him except for his subsequent assent. Samstag & Hilder Bros. v. Ottenheimer & Weil, 90 Conn. 475, 97 A. 865, 867; It is equivalent to a previous authorization and relates back to time when act ratified was done, except where intervening rights of third persons are concerned. Petray v. First Nat. Bank, 92 Cal.App. 86, 267 P. 711, 713.

In the law of principal and agent, the adoption and confirmation by one person with knowledge of all material facts, of an act or contract performed or entered into in his behalf by another who at the time assumed without authority to act as his agent. Maryland Casualty Co. v. First State Bank of Dewar, 101 Okl. 71, 223 P. 701, 705; Gould v. Maine Farmers' Mut. Fire Ins. Co., 114 Me. 416, 96 A. 732, 734, L.R.A.1917A, 604.

Ratification of transaction involves same elements as making of new contract, and understanding of material facts necessary to an intelligent assent is essential to "ratification." State ex rel. Robertson v. Johnson County Bank, 18 Tenn.App. 232, 74 S.W.2d 1084, 1087.

Essence of "ratification" by principal of act of agent is manifestation of mental determination by principal to affirm the act, and this may be manifested by written word or by spoken word or by conduct, or may be inferred from known circumstances and principal's acts in relation thereto. Miller v. Chatsworth Sav. Bank, 203 Iowa, 411, 212 N.W. 722, 724.

To constitute ratification of voidable contract the act relied on must be performed with full knowledge of its consequences and with an express intention of ratifying what is known to be voidable. Coe v. Moon, 260 Ill. 76, 102 N.E. 1074, 1076; Fletcher v. A. W. Koch Co., Tex.Civ.App., 189 S.W. 501, 503.

*Express* ratifications are those made in express and direct terms of assent. *Implied* ratifications are such as the law presumes from the acts of the principal.

Estoppel and ratification distinguished. See Estoppel.

**RATIFY.** To approve and sanction; to make valid; to confirm; to give sanction to. Short v. Metz Co., 165 Ky. 319, 176 S.W. 1144, 1149; Farmers' Co-op. Exch. Co. of Good Thunder v. Fidel-

ity & Deposit Co. of Maryland, 149 Minn. 171, 182 N.W. 1008, 1009.

Though sometimes used synonymously, from a strictly lexical standpoint, the word "adopt" should be used to apply to void transactions, while the word "ratify" should be limited to the final approval of a voidable transaction by one who theretofore had the optional right to relieve himself from its obligations. *Cosden Oil & Gas Co. v. Hendrickson*, 96 Okl. 206, 221 P. 86, 89.

**RATHABITIO.** Lat. Confirmation, agreement, consent, approbation of a contract. *Saltmarsh v. Candia*, 51 N.H. 76.

**RATHABITIO MANDATO ÆQUIPARATUR.** Ratification is equivalent to express command. Dig. 46, 3, 12, 4; *Broom*, Max. 867; *Palmer v. Yates*, 3 Sandf. (N.Y.) 151.

**RATIO.** Rate; proportion; degree. Reason, or understanding. Also a cause, or giving judgment therein.

**RATIO DECIDENDI.** The ground of decision. The point in a case which determines the judgment.

**RATIO EST FORMALIS CAUSA CONSUE- TUDINIS.** Reason is the formal cause of custom.

**RATIO EST LEGIS ANIMA; MUTATA LEGIS RATIONE MUTATUR ET LEX.** 7 Coke, 7. Reason is the soul of law; the reason of law being changed the law is also changed.

**RATIO EST RADIUS DIVINI LUMINIS.** Co. Litt. 232. Reason is a ray of the divine light.

**RATIO ET AUCTORITAS, DUO CLARISSIMA MUNDI LUMINA.** 4 Inst. 320. Reason and authority, the two brightest lights of the world.

**RATIO IN JURE ÆQUITAS INTEGRAS.** Reason in law is perfect equity.

**RATIO LEGIS.** The reason or occasion of a law; the occasion of making a law. *Bl.Law Tracts*, 3.

**RATIO LEGIS EST ANIMA LEGIS.** *Jenk.Cent.* 45. The reason of law is the soul of law.

**RATIO NON CLAUDITUR LOCO.** Reason is not confined to any place.

**RATIO POTEST ALLEGARI DEFICIENTE LEGE; SED RATIO VERA ET LEGALIS, ET NON APPARENS.** Co. Litt. 191. Reason may be alleged when law is defective; but it must be true and legal reason, and not merely apparent.

**RATIONABLE ESTOVERIUM.** A Latin phrase equivalent to "alimony."

**RATIONABILI PARTE BONORUM.** A writ that lay for the wife against the executors of her husband, to have the third part of his goods after his just debts and funeral expenses had been paid. *Fitzh.Nat.Brev.* 122.

**RATIONAL DOUBT.** A doubt based upon reasonable inferences such as are ordinarily drawn by ordinary men in the light of their experiences in ordinary life. *Hicks v. State*, 66 Ga.App. 577, 18 S.E.2d 637, 640, 66 Ga.App. 577.

**RATIONALIBUS DIVISIS.** An abolished writ which lay where two lords, in divers towns, had seigniories adjoining, for him who found his waste by little and little to have been encroached upon, against the other, who had encroached, thereby to rectify their bounds. *Cowell*.

**RATIONE IMPOTENTIÆ.** Lat. On account of inability. A ground of qualified property in some animals *feræ naturæ*; as in the young ones, while they are unable to fly or run. 2 *Bl.Comm.* 3, 4.

**RATIONE MATERIÆ.** Lat. By reason of the matter involved; in consequence of, or from the nature of, the subject-matter.

**RATIONE PERSONÆ.** Lat. By reason of the person concerned; from the character of the person.

**RATIONE PRIVILEGII.** Lat. This term describes a species of property in wild animals, which consists in the right which, by a peculiar franchise anciently granted by the English crown, by virtue of its prerogative, one man may have of killing and taking such animals on the land of another. 106 E. C. L. 870.

**RATIONE SOLI.** Lat. On account of the soil; with reference to the soil. Said to be the ground of ownership in bees. 2 *Bl. Comm.* 393.

**RATIONE TENURÆ.** L. Lat. By reason of tenure; as a consequence of tenure. 3 *Bl. Comm.* 230.

**RATIONES.** In old law. The pleadings in a suit. *Rationes exercere*, or *ad rationes stare*, to plead.

**RATTENING.** The offense on the part of members of a trade union, of causing the tools, clothes, or other property of a workman to be taken away or hidden, in order to compel him to join the union or cease working. It is, in England, an offense punishable by fine or imprisonment. 38 & 39 *Vict. c. 86*, § 7. *Sweet*.

**RAVINE.** A long, deep, and narrow hollow, worn by a stream or torrent of water; a long, deep, and narrow hollow or pass through the mountains. *Long v. Boone Co.*, 36 *Iowa* 60.

**RAVISH.** To have carnal knowledge of a woman by force and against her will; to rape. *State v. Heyer*, 89 *N.J.L.* 187, 98 *A.* 413, 414, *Ann.Cas.* 1918 D, 284.

**RAVISHED.** In criminal practice. A material word in indictments for rape. *Whart. Crim.Law*, § 401.

**RAVISHER.** One who has carnal knowledge of a woman by force and against her consent. *Hart v. State*, 144 *Tex.Cr.R.* 161, 161 *S.W.2d* 791, 793.

**RAVISHMENT.** In criminal law. An unlawful taking of a woman, or of an heir in ward. Rape, which see.

**RAVISHMENT DE GARD.** L. Fr. An abolished writ which lay for a guardian by knight's service

## RAVISHMENT

or in socage, against a person who took from him the body of his ward. Fitzh. Nat. Brev. 140; 12 Car. II. c. 3.

**RAVISHMENT OF WARD.** In English law. The marriage of an infant ward without the consent of the guardian.

**RAW.** Not cooked, or refined. Fleming v. Farmers Peanut Co., C.C.A.Ga., 128 F.2d 404, 407.

**RAW FRUITS.** Fruits which are in their natural state, or so nearly in that condition that they retain substantially unimpaired qualities and characteristics of the fruit as it came from the tree. U. S. v. Meyer Co., 12 Ct.Cust.App. 124, 125.

**RAW MATERIAL.** As used in definitions of "manufacture," denotes merely material from which final product is made, not necessarily material in its natural state. State v. Hennessy Co., 71 Mont. 301, 230 P. 64, 65.

When raw material is converted into a finished product complete and ready for the final use intended, it ceases to be "raw material". Stearns Coal & Lumber Co. v. Thomas, 295 Ky. 808, 175 S.W.2d 505, 507.

**RAZE.** To erase. 3 How. State Tr. 156.

**RAZON.** In Spanish law. Cause, (*causa*.) Las Partidas, pt. 4, tit. 4, l. 2.

**RE.** Lat. In the matter of; in the case of. A term of frequent use in designating judicial proceedings, in which there is only one party. Thus, "*Re Vivian*" signifies "In the matter of Vivian," or in "*Vivian's Case*."

**RE. FA. LO.** The abbreviation of "*recordari facias loquelam*," (*q. v.*).

**RE, VERBIS, SCRIPTO, CONSENSU, TRADITIONE, JUNCTURA VESTES SUMERE PACTA SOLENT.** Compacts usually take their clothing from the thing itself, from words, from writing, from consent, from delivery. Plowd. 161.

**READERS.** In the middle temple, those persons were so called who were appointed to deliver lectures or "readings" at certain periods during term. The clerks in holy orders who read prayers and assist in the performance of divine service in the chapels of the several inns of court are also so termed. Brown.

**READING.** The act of pronouncing aloud, or of acquiring by actual inspection, a knowledge of the contents of a writing or of a printed document.

The act or art of perusing written or printed matter and considering its contents or meaning. U. S. v. Tod, C.C.A.N.Y., 294 F. 820, 822.

**READING-IN.** In English ecclesiastical law. The title of a person admitted to a rectory or other benefice will be divested unless within two months after actual possession he publicly read in the church of the benefice, upon some Lord's day, and at the appointed times, the morning and evening service, according to the book of common prayer; and afterwards, publicly before the con-

gregation, declare his assent to such book; and also publicly read the thirty-nine articles in the same church, in the time of common prayer, with declaration of his assent thereto; and moreover, within three months after his admission, read upon some Lord's day in the same church, in the presence of the congregation, in the time of divine service, a declaration by him subscribed before the ordinary, of conformity to the Liturgy, together with the certificate of the ordinary of its having been so subscribed. 2 Steph. Comm. (7th Ed.) 687; Wharton.

**READY.** Prepared for what one is about to do or experience; equipped or supplied with what is needed for some act or event; prepared for immediate movement or action. Terrell v. Harris, 42 Ga.App. 760, 157 S.E. 387, 391. Fitted, arranged, or placed for immediate use; causing no delay for lack of being prepared or furnished. Woodley Petroleum Co. v. Arkansas Louisiana Pipeline Co., 179 La. 136, 153 So. 539.

**READY AND WILLING.** Implies capacity to act as well as disposition. 11 L. J. Ex. 322; 5 Bing. N. C. 399; Tout Temps Prist.

**REAFFORESTED.** Where a deafforested forest is again made a forest. 20 Car. II. c. 3.

## REAL.

### Civil Law

Relating to a *thing*, (whether movable or immovable,) as distinguished from a person.

### Common Law

Relating to *land*, as distinguished from personal property. This term is applied to lands, tenements, and hereditaments.

As to real "Action," "Assets," "Chattels," "Composition," "Contract," "Covenant," "Estate," "Issue," "Obligation," "Party," "Poining," "Privilege," "Property," "Representative," "Right," "Security," "Servitude," "Statute," "Warrantice," and "Wrong," see those titles.

**REAL BURDEN.** In Scotch law. Where a right to lands is expressly granted under the burden of a specific sum, which is declared a burden on the lands themselves, or where the right is declared null if the sum be not paid, and where the amount of the sum, and the name of the creditor in it, can be discovered from the records, the burden is said to be real. Bell.

**REAL CHYMIN.** L. Fr. In old English law. The royal way; the king's highway, (*regia via*.)

**REAL EVIDENCE.** Evidence furnished by things themselves, on view or inspection, as distinguished from a description of them by the mouth of a witness; *e. g.*, the physical appearance of a person when exhibited to the jury, marks, scars, wounds, finger-prints, etc., also the weapons or implements used in the commission of a crime, and other inanimate objects, and evidence of the physical appearance of a place (the scene of an accident or of the commission of a crime or of property to be taken under condemnation pro-



ceedings) as obtained by a jury when they are taken to view it. See *Chamb. Best, Ev. 16; Riggie v. Grand Trunk Ry. Co.*, 93 Vt. 282, 107 A. 126, 127.

**REAL INJURY.** In the civil law. An injury arising from an unlawful *act*, as distinguished from a verbal injury, which was done by words. *Hallifax, Civil Law*, b. 2, c. 15, nn. 3, 4.

**REAL LAW.** At common law. The body of laws relating to real property. This use of the term is popular rather than technical.

In the civil law. A law which relates to specific property, whether movable or immovable.

If real law in any given case relates to immovable property, it is limited in its operation to the territory within which the property is situate, real estate being both by common and continental laws, subject exclusively to the laws of the government within whose territory it is situate. *Story, Confl.L. 426.*

**REAL THINGS (or THINGS REAL).** In common law. Such things as are permanent, fixed, and immovable, which cannot be carried out of their place; as lands and tenements. 2 *Bl.Comm.* 15. Things substantial and immovable, and the rights and profits annexed to or issuing out of them. 1 *Steph.Comm.* 156.

**REALITY.** In foreign law. That quality of laws which concerns property or things, (*quæ ad rem spectant.*) *Story, Confl. Laws*, § 16.

**REALIZE.** To convert any kind of property into money; but especially to receive the returns from an investment. *Weldon v. Newsom*, 67 *Colo.* 502, 186 P. 516, 517.

**REALM.** A kingdom; a country. 1 *Taunt.* 270; 4 *Camp.* 289.

**REALTY.** A brief term for real property; also for anything which partakes of the nature of real property.

**Quasi realty.** Things which are fixed in contemplation of law to realty, but movable in themselves, as heir-looms, (or limbs of the inheritance,) title-deeds, court rolls, etc. *Wharton.*

**REAPPRAISER.** A person who, in certain cases, is appointed to make a revaluation or second appraisement of imported goods at the custom-house.

**REAPTOWEL.** See *Riptowell.*

**REAR.** The word has been held not necessarily to mean directly behind. *Hinds v. Hinsdale*, 80 *N.H.* 346, 116 A. 635, 636.

**REARGUMENT.** Its purpose is to demonstrate to court that there is some decision or principle of law which would have a controlling effect and which has been overlooked, or that there has been a misapprehension of facts. In *re Hooker's Estate*, 18 *N.Y.S.2d* 107, 110, 173 *Misc.* 515.

**REASON.** A faculty of the mind by which it distinguishes truth from falsehood, good from evil, and which enables the possessor to deduce

inferences from facts or from propositions. *Webster.* Also an inducement, motive, or ground for action, as in the phrase "reasons for an appeal." *Miller v. Miller*, 8 *Johns.* (N.Y.) 77.

**REASONABLE.** Just; proper. Ordinary or usual. Fit and appropriate to the end in view. *Parkes v. Bartlett*, 236 *Mich.* 460, 210 *N.W.* 492, 494, 47 *A.L.R.* 1128; Having the faculty of reason; rational; governed by reason; under the influence of reason; agreeable to reason. *Clausen v. State*, 21 *Wyo.* 505, 133 *P.* 1055, 1056. Thinking, speaking, or acting according to the dictates of reason; not immoderate or excessive, being synonymous with rational; honest; equitable; fair; suitable; moderate; tolerable. *Cass v. State*, 124 *Tex.Cr.R.* 208, 61 *S.W.2d* 500.

As applied to rates of public service companies, a reasonable rate is one not so low as to be destructive of the company's property or so high, either intrinsically or because discriminatory, as to be an unjust exaction from the public. *Turner v. Connecticut Co.*, 91 *Conn.* 692, 101 *A.* 88, 90.

As to reasonable "Aids," "Care," "Diligence," "Doubt," "Fair and Reasonable Compensation," "Fair and Reasonable Contract," "Fair and Reasonable Market Value," "Fair and Reasonable Tolls," "Fair and Reasonable Value," "Notice," "Skill," and "Time," see those titles.

**REASONABLE ACT.** Such as may fairly, justly, and reasonably be required of a party.

**REASONABLE AND PROBABLE CAUSE.** Such grounds as justify any one in suspecting another of a crime, and giving him in custody thereon. It is a suspicion founded upon circumstances sufficiently strong to warrant reasonable man in belief that charge is true. *Murphy v. Murray*, 74 *Cal.App.* 726, 241 *P.* 938, 940.

**REASONABLE CAUSE TO BELIEVE A DEBTOR INSOLVENT.** Knowledge of facts of a character calculated to induce a belief in the mind of an ordinarily intelligent and prudent business man. *Putnam v. United States Trust Co.*, 223 *Mass.* 199, 111 *N.E.* 969, 972.

**REASONABLE CERTAINTY, RULE OF.** Permits recovery of damages only for such future pain and suffering as is reasonably certain to result from the injury received. *Prettyman v. Topkis*, 3 *A.2d* 708, 710, 9 *W.W.Harr.* (Del.) 568. To authorize recovery under such rule for permanent injury, permanency of injury must be shown with reasonable certainty, which is not mere conjecture or likelihood or even a probability of such injury. *State ex rel. Kansas City Public Service Co. v. Shain*, 350 *Mo.* 316, 165 *S.W.2d* 428, 430.

**REASONABLE CREATURE.** Under the common-law rule that murder is taking the life of a "reasonable creature" under the king's peace, with malice aforethought, the phrase means a human being, and has no reference to his mental condition, as it includes a lunatic, an idiot, and even an unborn child. *State v. Jones, Walk.* (Miss.) 85.

## REASONABLE

**REASONABLE PART.** In old English law. That share of a man's goods which the law gave to his wife and children after his decease. 2 Bl. Comm. 492.

**REASSURANCE.** This is where an insurer procures the whole or a part of the sum which he has insured (*i. e.*, contracted to pay in case of loss, death, etc.) to be insured again to him by another person. Sweet.

**REATTACHMENT.** A second attachment of him who was formerly attached, and dismissed the court without day, by the not coming of the justices, or some such casualty. Reg. Orig. 35.

**REBATE.** Discount; reducing the interest of money in consideration of prompt payment. A deduction from a stipulated premium on a policy of insurance, in pursuance of an antecedent contract. A deduction or drawback from a stipulated payment, charge, or rate, (as, a rate for the transportation of freight by a railroad,) not taken out in advance of payment, but handed back to the payer after he has paid the full stipulated sum. U. S. v. Lehigh Valley R. Co., D.C.N.Y., 222 F. 685; New York Cent. & H. R. R. Co. v. General Electric Co., 219 N.Y. 227, 114 N.E. 115, 117, 1 A. L.R. 1417.

**REBEL.** A citizen or subject who unjustly and unlawfully takes up arms against the constituted authorities of the nation, to deprive them of the supreme power, either by resisting their lawful and constitutional orders in some particular matter or to impose on them conditions. Vattel, Droit des Gens, liv. 3, § 328. In another sense, it signifies a refusal to obey a superior or the commands of a court.

**REBELLION.** Deliberate, organized resistance, by force and arms, to the laws or operations of the government, committed by a subject. Crashley v. Press Pub. Co., 74 App.Div. 118, 77 N.Y.S. 711.

In old English law, also a contempt of a court manifested by disobedience to its process, particularly of the court of chancery. If a defendant refused to appear, after attachment and proclamation, a "commission of rebellion" issued against him. 3 Bl.Comm. 444.

**REBELLION, COMMISSION OF.** In equity practice. A process of contempt issued on the non-appearance of a defendant.

**REBELLIOUS ASSEMBLY.** In English law. A gathering of twelve persons or more, intending, going about, or practicing unlawfully and of their own authority to change any laws of the realm; or to destroy the inclosure of any park or ground inclosed, banks of fish-ponds, pools, conduits, etc., to the intent the same shall remain void; or that they shall have way in any of the said grounds; or to destroy the deer in any park, fish in ponds, coneyes in any warren, dovehouses, etc.; or to burn sacks of corn; or to abate rents or prices of victuals, etc. Cowell.

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

**REBUS SIC STANTIBUS.** Lat. At this point of affairs; in these circumstances. A name given to a tacit condition, said to attach to all treaties, that they shall cease to be obligatory so soon as the state of facts and conditions upon which they were founded has substantially changed. Taylor, Int. L. § 394; 1 Oppenheim, Int. L. 550; Grotius, ch. XVI, § XXV.

The change of government from a monarchy to a republic was treated as not terminating treaties, nor a successful revolution; nor an alliance of one of the treaty powers with a third power. As the result, however, of the changes in the state of Europe effected by the wars of Napoleon, all the treaties of the United States with European powers were considered as terminated, excepting only one with Spain of 1795. 5 Moore, Dig. Int. L. 335, 337, 338.

**REBUT.** In pleading and evidence. To defeat or take away the effect of something. Sweet.

When a plaintiff in an action produces evidence which raises a presumption of the defendant's liability, and the defendant adduces evidence which shows that the presumption is ill-founded, he is said to "rebut it." Sweet.

In the old law of real property, to repel or bar a claim. Co. Litt. 365a; Termes de la Ley.

Thus, when a person was sued for land which had been warranted to him by the plaintiff or his ancestor, and he pleaded the warranty as a defense to the action, this was called a "rebutter." Co.Litt. 365a; Termes de la Ley.

**REBUT AN EQUITY.** To defeat an apparent equitable right or claim, by the introduction of evidence showing that, in the particular circumstances, there is no ground for such equity to attach, or that it is overridden by a superior or countervailing equity. 2 Whart. Ev. § 973.

**REBUTTABLE PRESUMPTION.** In the law of evidence. A presumption which may be rebutted by evidence. Otherwise called a "disputable" presumption. A species of legal presumption which holds good until disproved. Best, Pres. § 25; 1 Greenl. Ev. § 33; Beck v. Kansas City Public Service Co., Mo.App., 48 S.W.2d 213, 215. It shifts burden of proof. Heiner v. Donnan, 52 S.Ct. 358, 362, 285 U.S. 312, 76 L.Ed. 772. And which standing alone will support a finding against contradictory evidence. Lieber v. Rigby, 34 Cal.App.2d 582, 94 P.2d 49, 50.

**REBUTTAL.** The introduction of rebutting evidence; the showing that statement of witnesses as to what occurred is not true; the stage of a trial at which such evidence may be introduced; also the rebutting evidence itself. Lux v. Haggin, 69 Cal. 255, 10 P. 674. State v. Monroe, 205 La. 285, 17 So.2d 331, 332.

**REBUTTER.** In pleading. A defendant's answer of fact to a plaintiff's surrejoinder; the third pleading in the series on the part of the defendant. Steph. Pl. 59; 3 Bl.Comm. 310.

**REBUTTING EVIDENCE.** Evidence given to explain, repel, counteract, or disprove facts given in evidence by the adverse party. *State v. Martinez*, 43 Idaho 180, 250 P. 239, 244; *State v. Fourchy*, 25 So. 109, 51 La. Ann. 228.

Also evidence given in opposition to a presumption of fact or a *prima facie* case; in this sense, it may be not only counteracting evidence, but evidence sufficient to counteract, that is, conclusive. *Fain v. Cornett*, 25 Ga. 186.

**RECALL.** A method of removal of official in which power of removal is either granted to or reserved by the people. *Jones v. Harlan*, Tex. Civ. App., 109 S.W.2d 251, 254.

#### Constitutional Law

To retire an elected officer, by a vote of the electorate. In 1911 the right to recall was provided in Idaho, Montana, North and South Dakota, Washington, Wisconsin, Wyoming, and California. Like provisions were adopted in 1912 in Ohio, Arizona, and Nebraska. The recall of judges was adopted in Oregon in 1908; in California in 1911; in Colorado, Arizona, and Nevada in 1912.

#### International Law

To summon a diplomatic minister back to his home court, at the same time depriving him of his office and functions.

**RECALL A JUDGMENT.** To revoke, cancel, vacate, or reverse a judgment for matters of fact; when it is annulled by reason of errors of law, it is said to be "reversed."

**RECENT.** To withdraw or repudiate formally and publicly. *Pradlik v. State*, 131 Conn. 682, 41 A.2d 906, 907.

**RECAPITALIZATION.** An arrangement whereby stock, bonds or other securities of a corporation are adjusted as to amount, income or priority. *United Gas Improvement Co. v. Commissioner of Internal Revenue*, C.C.A.3, 142 F.2d 216, 218, 219. Reshuffling of capital structure within framework of existing corporation. *Helvering v. Southwest Consol. Corporation, La.*, 62 S.Ct. 546, 552, 315 U.S. 194, 86 L.Ed. 789.

**RECAPTION.** A retaking, or taking back. A species of remedy by the mere act of the party injured, (otherwise termed "reprisal,") which happens when any one has deprived another of his property in goods or chattels personal, or wrongfully detains one's wife, child, or servant. In this case, the owner of the goods, and the husband, parent, or master may lawfully claim and retake them, wherever he happens to find them, so it be not in a riotous manner, or attended with a breach of the peace. 3 Inst. 134; 3 Bl.Comm. 4; 3 Steph.Comm. 358; *Prigg v. Pennsylvania*, 16 Pet. 612, 10 L.Ed. 1060. It also signifies the taking a second distress of one formerly distrained during the plea grounded on the former distress.

Also a writ to recover damages for him whose goods, being distrained for rent in service, etc., are distrained again for the same cause, pending

the plea in the county court, or before the justice. *Fitzh. Nat. Brev.* 71.

**RECAPTURE.** The taking from an enemy, by a force friendly to the former owner, of a vessel previously taken for prize by such enemy.

**RECEDITUR A PLACITIS JURIS, POTIUS QUAM INJURIAE ET DELICTA MANEANT IMPUNITA.** Positive rules of law [as distinguished from maxims or conclusions of reason] will be receded from, [given up or dispensed with,] rather than that crimes and wrongs should remain unpunished. *Bac. Max.* 55, reg. 12.

**RECEIPT.** Written acknowledgment of the receipt of money, or a thing of value, without containing any affirmative obligation upon either party to it; a mere admission of a fact, in writing. *Krutz v. Craig*, 53 Ind. 574; *Stone v. Steil*, 230 Mich. 249, 202 N.W. 982, 983. And being a mere acknowledgment of payment, is subject to parol explanation or contradiction. *Cappel v. Evansville Oil Corporation, La.App.*, 195 So. 104, 105; *Adams v. Camden Safe Deposit & Trust Co.*, 15 N.J.Misc. 48, 188 A. 913, 914.

Act of receiving; also, the fact of receiving or being received; that which is received; that which comes in, in distinction from what is expended, paid out, sent away, and the like. *State v. Texas Co.*, 173 Tenn. 154, 116 S.W.2d 583, 584.

In old practice. Admission of a party to defend a suit, as of a wife on default of the husband in certain cases. *Litt.* § 668; *Co. Litt.* 352b.

**RECEIPTOR.** A name given in some of the states to a person who receives from the sheriff goods which the latter has seized under process of garnishment, on giving to the sheriff a bond conditioned to have the property forthcoming when demanded or when execution issues. *Story, Bailm.* § 124.

**RECEIVE.** To take into possession and control; accept custody of. *Young v. Alexander*, 123 Miss. 708, 86 So. 461; *Northwestern Consol. Milling Co. v. Rosenberg*, C.C.A.Pa., 287 F. 785, 788.

**RECEIVER.** An indifferent person between the parties to a cause, appointed by the court to receive and preserve the property or fund in litigation, and receive its rents, issues, and profits, and apply or dispose of them at the direction of the court when it does not seem reasonable that either party should hold them. Or where a party is incompetent to do so, as in the case of an infant. The remedy of the appointment of a receiver is one of the very oldest in the court of chancery, and is founded on the inadequacy of the remedy to be obtained in the court of ordinary jurisdiction. *Bisp. Eq.* § 576; *In re Guaranty Indemnity Co.*, 256 Mich. 671, 240 N.W. 78. A fiduciary of the court, appointed as an incident to other proceedings wherein certain ultimate relief is prayed. *In re Granada Hotel Corporation, D. C.Ill.*, 9 F.Supp. 909. He is a trustee or ministerial officer representing court, and all parties in interest in litigation, and property or fund intrust-

## RECEIVER

ed to him. *Dallas Bank & Trust Co. v. Thompson*, Tex.Civ.App., 87 S.W.2d 307, 308. See also *Receiver Pendente Lite and Receivership*.

One who receives money to the use of another to render an account. *Story*, Eq. Jur. § 446.

In criminal law. One who receives stolen goods from thieves, and conceals them. *Cowell*. This was always the prevalent sense of the word in the common as well as the civil law.

**RECEIVER GENERAL OF THE DUCHY OF LANCASTER.** An officer of the duchy court, who collects all the revenues, fines, forfeitures, and assessments within the duchy.

**RECEIVER GENERAL OF THE PUBLIC REVENUE.** In English law. An officer appointed in every county to receive the taxes granted by parliament, and remit the money to the treasury.

**RECEIVER OF FINES.** An English officer who receives the money from persons who compound with the crown on original writs sued out of chancery. *Wharton*.

**RECEIVERS AND TRIERS OF PETITIONS.** The mode of receiving and trying petitions to parliament was formerly judicial rather than legislative, and the triers were committees of prelates, peers, and judges, and, latterly, of the members generally. *Brown*.

**RECEIVER'S CERTIFICATE.** A non-negotiable evidence of debt, or debenture, issued by authority of a court of chancery, as a first lien upon the property of a debtor corporation in the hands of a receiver. *Beach*, Rec. § 379.

**RECEIVERS OF WRECK.** Persons appointed by the English board of trade. The duties of a receiver of wreck are to take steps for the preservation of any vessel stranded or in distress within his district; to receive and take possession of all articles washed on shore from the vessel; to use force for the suppression of plunder and disorder; to institute an examination on oath with respect to the vessel; and, if necessary, to sell the vessel, cargo, or wreck. *Sweet*.

**RECEIVER PENDENTE LITE.** A person appointed to take charge of the fund or property to which the receivership extends while the case remains undecided. The title to the property is not changed by the appointment. The receiver acquires no title, but only the right of possession as the officer of the court. The title remains in those in whom it was vested when the appointment was made. The object of the appointment is to secure the property pending the litigation, so that it may be appropriated in accordance with the rights of the parties, as they may be determined by the judgment in the action. *Title Guarantee & Trust Co. v. 457 Schenectady Ave.*, 257 N. Y.S. 413, 417, 235 App.Div. 509.

**RECEIVERSHIP.** An extraordinary remedy of an ancillary character; chief reason for its allowance being to husband property in litigation for benefit of person who may ultimately be found

entitled thereto. *Pereira v. Wulf*, 83 Mont. 343, 272 P. 532, 533. See, also, *Receiver*.

**RECEIVING STOLEN GOODS.** The short name usually given to the offense of receiving any property with the knowledge that it has been feloniously, or unlawfully stolen, taken, extorted, obtained, embezzled, or disposed of. *Sweet*; *Underwood v. State*, 36 Okl.Cr. 21, 251 P. 507, 508; *Winters v. State*, 80 Tex.Cr.R. 85, 188 S.W. 982.

**RECENS INSECUTIO.** In old English law. Fresh suit; fresh pursuit. Pursuit of a thief immediately after the discovery of the robbery. 1 Bl.Comm. 297.

**RÉCÉPISSÉ DE COTISATION.** In French law. A receipt setting forth the extent of the interest subscribed by a member of a mutual insurance company. *Arg. Fr. Merc. Law*, 571.

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

**RECESS.** In the practice of the courts, a short interval or period of time during which the court suspends business, but without adjourning. In *re Gannon*, 69 Cal. 541, 11 P. 240. In legislative practice, the interval, occurring in consequence of an adjournment, between the sessions of the same continuous legislative body; not the interval between the final adjournment of one body and the convening of another at the next regular session. *Tipton v. Parker*, 71 Ark. 193, 74 S.W. 298; *Reynolds v. Cropsey*, 241 N.Y. 389, 150 N.E. 303, 307.

**RECESSION.** The act of ceding back; the restoration of the title and dominion of a territory, by the government which now holds it, to the government from which it was obtained by cession or otherwise. 2 *White*, *Recop.* 516.

**RECESSUS MARIS.** Lat. In old English law. A going back; reliction or retreat of the sea.

**RECHT.** Ger. Right; justice; equity; the whole body of law; unwritten law; law; also a right.

There is much ambiguity in the use of this term, an ambiguity which it shares with the French "*droit*," the Italian "*diritto*," and the English "right." On the one hand, the term "*Recht*" answers to the Roman "*ius*," and thus indicates law in the abstract, considered as the foundation of all rights, or the complex of underlying moral principles which impart the character of justice to all positive law, or give it an ethical content. Taken in this abstract sense, the term may be an adjective, in which case it is equivalent to the English "just," or a noun, in which case it may be paraphrased by the expressions "justice," "morality," or "equity." On the other hand, it serves to point out a right; that is, a power, privilege, faculty, or demand, inherent in one person, and incident upon another. In the latter signification "*Recht*" (or "*droit*," or "*diritto*," or "right") is the correlative of "duty" or "obligation." In the former sense, it may be considered as opposed to wrong, injustice, or the absence of law. The word "*Recht*" has the further ambiguity that it is used in contradistinction to "*Gesetz*," as "*ius*" is opposed to "*lex*," or the unwritten law to enacted law. See *Droit*; *Jus*; *Right*.

**RECIDIVE.** In French law. The state of an individual who having been convicted of a crime or misdemeanor, commits one again. A relapse. Dalloz.

**RECIDIVIST.** A habitual criminal. An incorrigible criminal. One who makes a trade of crime. McDonald, Criminology, ch. viii; People v. Rave, 364 Ill. 72, 3 N.E.2d 972, 976.

**RECIPROCAL CONTRACT.** A contract, the parties to which enter into mutual engagements. A mutual or bilateral contract.

**RECIPROCAL or INTERINSURANCE EXCHANGE.** Group or association of persons cooperating through an attorney in fact for purpose of insuring themselves and each other. In re Minnesota Ins. Underwriters, D.C.Minn., 36 F.2d 371, 372.

**RECIPROCAL WILLS.** Wills made by two or more persons in which they make reciprocal testamentary provisions in favor of each other, whether they unite in one will or each executes a separate one. In re Cawley's Estate, 136 Pa. 628, 20 A. 567, 10 L.R.A. 93.

**RECIPROCITY.** Mutuality. The term is used in international law to denote the relation existing between two states when each of them gives the subjects of the other certain privileges, on condition that its own subjects shall enjoy similar privileges at the hands of the latter state. Sweet.

**RECITAL.** The formal statement or setting forth of some matter of fact, in any deed or writing, in order to explain the reasons upon which the transaction is founded. The recitals are situated in the premises of a deed, that is, in that part of a deed between the date and the *habendum*, and they usually commence with the formal word "whereas." Brown.

The formal preliminary statement in a deed or other instrument, of such deeds, agreements, or matters of fact as are necessary to explain the reasons upon which the transaction is founded. 2 Bl.Comm. 298.

In pleading. The statement of matter as introductory to some positive allegation, beginning in declarations with the words, "For that *whereas*." Steph. Pl. 388, 389.

**RECITE.** To state in a written instrument facts connected with its inception, or reasons for its being made. Also to quote or set forth the words or the contents of some other instrument or document; as, to "recite" a statute. See Hart v. Baltimore & O. R. Co., 6 W.Va. 348.

**RECK.** To take heed; have a care, mind, heed. Lancaster v. Carter, Tex.Com.App., 255 S.W. 392, 394.

**RECKLESS.** Not recking; careless, heedless, inattentive; indifferent to consequences. According to circumstances it may mean desperately heedless, wanton or willful, or it may mean only care-

less, inattentive, or negligent. People v. Sweet, 130 Misc.Rep. 612, 225 N.Y.S. 182, 183.

Reckless conduct, as respects common-law manslaughter, must evince disregard of consequences under circumstances involving danger to life or safety. State v. Custer, 129 Kan. 381, 282 P. 1071, 1078, 67 A.L.R. 909.

**RECKLESS DISREGARD OF RIGHTS OF OTHERS.** As used in automobile guest law, mean the voluntary doing by motorist of an improper or wrongful act, or with knowledge of existing conditions, the voluntary refraining from doing a proper or prudent act when such act or failure to act evinces an entire abandonment of any care, and heedless indifference to results which may follow and the reckless taking of chance of accident happening without intent that any occur. Albert McGann Securities Co. v. Coen, 114 Ind.App. 60, 48 N.E.2d 58, 60. Gill v. Hayes, 188 Okl. 434, 108 P.2d 117, 120.

**RECKLESS DRIVING.** Operation of automobile manifesting reckless disregard of possible consequences and indifference to others' rights. People v. Whitby, 44 N.Y.S.2d 76, 77.

**RECKLESSNESS.** Rashness; heedlessness; wanton conduct. The state of mind accompanying an act, which either pays no regard to its probably or possibly injurious consequences, or which, though foreseeing such consequences, persists in spite of such knowledge. Railroad Co. v. Bodermer, 139 Ill. 596, 29 N.E. 692, 32 Am.St.Rep. 218; St. Louis, I. M. & S. Ry. Co. v. Plott, 108 Ark. 292, 157 S.W. 385, 386. Conduct amounting to more than negligence. Barnard v. Heather, 135 Neb. 513, 282 N.W. 534, 537.

**RECLAIM.** To claim or demand back; to ask for the return or restoration of a thing; to insist upon one's right to recover that which was one's own, but was parted with conditionally or mistakenly; as, to *reclaim* goods which were obtained from one under false pretenses. Witson v. Succession of Staring, La.App., 175 So. 495, 498.

#### Feudal Law

It was used of the action of a lord pursuing, prosecuting, and recalling his vassal, who had gone to live in another place, without his permission.

#### International Law

The demanding of a thing or person to be delivered up or surrendered to the government or state to which either properly belongs, when, by an irregular means, it has come into the possession of another. Wharton.

#### Law of Property

Spoken of animals, to reduce from a wild to a tame or domestic state; to tame them. In an analogous sense, to reclaim land is to reduce marshy or swamp land to a state fit for cultivation and habitation.

#### Scotch Law

To appeal. The reclaiming days in Scotland are the days allowed to a party dissatisfied with

## RECLAIMED

the judgment of the lord ordinary to appeal therefrom to the inner house; and the petition of appeal is called the reclaiming "bill," "note," or "petition." Mozley & Whitley; Bell.

**RECLAIMED ANIMALS.** Those that are made tame by art, industry, or education, whereby a qualified property may be acquired in them.

**RECLAIMING BILL.** In Scotch law. A petition of appeal or review of a judgment of the lord ordinary or other inferior court. Bell.

**RECLAMATION DISTRICT.** A subdivision of a state created by legislative authority, for the purpose of reclaiming swamp, marshy, or desert lands within its boundaries and rendering them fit for habitation or cultivation, generally with funds raised by local taxation or the issue of bonds, and sometimes with authority to make rules or ordinances for the regulation of the work in hand.

**RECLUSION.** In French law and in Louisiana. Incarceration as a punishment for crime; a temporary, afflictive, and infamous punishment, consisting in being confined at hard labor in a penal institution, and carrying civil degradation. Phelps v. Reinach, 38 La. Ann. 551; Jurgens v. Ittman, 47 La. Ann. 367, 16 So. 952.

**RECOGNITION.** Ratification; confirmation; an acknowledgment that something done by another person in one's name had one's authority.

An inquiry conducted by a chosen body of men, not sitting as part of the court, into the facts in dispute in a case at law; these "recognitors" preceded the jurymen of modern times, and reported their recognition or verdict to the court. Stim. Law Gloss.

**RECOGNITIONE ADNULLANDA PER VIM ET DURITIEM FACTA.** A writ to the justices of the common bench for sending a record touching a recognizance, which the recognizor suggests was acknowledged by force and duress; that if it so appear the recognizance may be annulled. Reg. Orig. 183.

**RECOGNITORS.** In English law. The name by which the jurors impaneled on an assize are known. See Recognition.

The word is sometimes met in modern books, as meaning the person who enters into a recognizance, being thus another form of recognizor.

**RECOGNIZANCE.** An obligation of record, entered into before some court of record, or magistrate duly authorized, with condition to do some particular act; as to appear at the assizes, or criminal court, to keep the peace, to pay a debt, or the like. It resembles a bond, but differs from it in being an acknowledgment of a former debt upon record. 2 Bl. Comm. 341; Albrecht v. State, 132 Md. 150, 103 A. 443, 444; Modern Finance Co. v. Martin, 311 Mass. 509, 42 N.E.2d 533, 534.

In the practice of several of the states, a species of bail bond or security, given by the prisoner either on being bound over for trial or on his taking an appeal.

In criminal law, a person who has been found guilty of an offense may, in certain cases, be required to enter into a recognizance by which he binds himself to keep the peace for a certain period. Sweet.

In criminal cases, a "bail bond" is a contract under seal, executed by accused, and from its nature requiring sureties or bail, to whose custody he is committed, while a "recognizance" is an obligation of record, entered into before some court or magistrate authorized to take it, with condition to do some particular act, and a prisoner is often allowed so to obligate himself to answer to the charge. State v. Bradsher, 189 N.C. 401, 127 S.E. 349, 351, 38 A.L.R. 1102.

**RECOGNIZE.** To try; to examine in order to determine the truth of a matter. Also to enter into a recognizance.

**RECOGNIZED.** Actual and publicly known. Commonwealth v. Kimball, 299 Mass. 353, 13 N.E. 2d 18, 22, 114 A.L.R. 1440.

**RECOGNIZEE.** He to whom one is bound in a recognizance.

**RECOGNIZOR.** He who enters into a recognizance.

**RÉCOLEMENT.** In French law. This is the process by which a witness, who has given his deposition, reads the same over and scrutinizes it, with a view to affirming his satisfaction with it as it stands, or to making such changes in it as his better recollection may suggest to him as necessary to the truth. This is necessary to the validity of the deposition. Poth. Proc. Crim. § 4, art. 4.

**RECOMMEND.** To advise or counsel. Kirby v. Nolte, 351 Mo. 525, 173 S.W.2d 391.

**RECOMMENDATION.** In feudal law. A method of converting allodial land into feudal property. The owner of the allod surrendered it to the king or a lord, doing homage, and received it back as a benefice or feud, to hold to himself and such of his heirs as he had previously nominated to the superior.

The act of one person in giving to another a favorable account of the character, responsibility, or skill of a third.

### Letter of Recommendation

A writing whereby one person certifies concerning another that he is of good character, solvent, possessed of commercial credit, skilled in his trade or profession, or otherwise worthy of trust, aid, or employment. It may be addressed to an individual or to whom it may concern, and is designed to aid the person commended in obtaining credit, employment, etc. McDonald v. Illinois Cent. R. Co., 187 Ill. 529, 58 N.E. 463.

**RECOMMENDATORY.** Precatory, advisory, or directory.

Recommendatory words in a will are such as do not express the testator's command in a peremptory form, but advise, counsel, or suggest that a certain course be pursued or disposition made.

**RECOMPENSATION.** In Scotland, where a party sues for a debt, and the defendant pleads compensation, *i. e.*, set-off, the plaintiff may allege a compensation on his part; and this is called a "recompensation." Bell.

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

**RECOMPENSE OR RECOVERY IN VALUE.** That part of the judgment in a "common recovery" by which the tenant is declared entitled to recover lands of equal value with those which were warranted to him and lost by the default of the vouchee. 2 Bl.Comm. 358-359.

**RECONCILIATION.** The renewal of amicable relations between two persons who had been at enmity or variance; usually implying forgiveness of injuries on one or both sides. It is sometimes used in the law of divorce as a term synonymous or analogous to "condonation." Martin v. Martin, 151 La. 530, 92 So. 46, 48.

**RECONDUCTION.** In the civil law. A renewing of a former lease; relocation. Dig. 19, 2, 13, 11; Code Nap. arts. 1737-1740.

**RECONSTRUCT.** To construct again, to rebuild, either in fact or idea, or to remodel, to form again or anew as in the imagination or to restore again as an entity the thing which was lost or destroyed. City of Seattle v. Northern Pac. Ry. Co., 12 Wash. 2d 247, 121 P.2d 382, 386.

**RECONSTRUCTION.** Act of constructing again. It presupposes the nonexistence of the thing to be reconstructed, as an entity; that the thing before existing has lost its entity. McCarty v. Boulevard Com'rs of Hudson County, 91 N.J.Law, 137, 106 A. 219, 220; Miller Hatcheries v. Buckeye Incubator Co., C.C.A.Mo., 41 F.2d 619.

Also the name commonly given to the process of reorganizing, by acts of congress and executive action, the governments of the states which had passed ordinances of secession, and of re-establishing their constitutional relations to the national government, restoring their representation in congress, and effecting the necessary changes in their internal government, after the close of the civil war. Black, Const. Law (3d Ed.) 48; Texas v. White, 7 Wall. 700, 19 L.Ed. 227.

**RECONTINUANCE.** Used to signify that a person has recovered an incorporeal hereditament of which he had been wrongfully deprived. Thus, A. is disseised of a manor, whereunto an advowson is appendant, an stranger [*i. e.*, neither A. nor the disseisor] usurpes to the advowson; if the disseisee [A.] enter into the manor, the advowson is recontinued again, which was severed by the usurpation. \* \* \* And so note a diversitie between a recontinuance and a remitter, for a remitter cannot be properly, unless there be two titles; but a recontinuance may be where there is but one. Co. Litt. 363b; Sweet.

**RECONVENIRE.** Lat. In the canon and civil law. To make a cross-demand upon the actor, or plaintiff. 4 Reeve, Eng. Law, 14, and note, (r).

**RECONVENTION.** In the civil law. An action by a defendant against a plaintiff in a former action; a cross-bill or litigation.

The term is used in practice in the states of Louisiana and Texas, derived from the *reconventio* of the civil law. Reconvention is not identical with set-off, but more extensive. Pacific Exp. Co. v. Malin, 132 U.S. 531, 10 S.Ct. 166, 33 L.Ed. 450; Suberville v. Adams, 47 La. Ann. 68, 16 So. 652; Gimbel v. Gomprecht, 89 Tex. 497, 35 S.W. 470.

**RECONVENTIONAL DEMAND.** Any plea by a defendant which constitutes more than mere defense and amounts to counterclaim. Alfonso v. Ruiz, La.App., 2 So.2d 480, 483, 484.

**RECONVERSION.** That imaginary process by which a prior constructive conversion is annulled and the property restored in contemplation of equity to its original actual quality. Seagle v. Harris, 214 N.C. 339, 199 S.E. 271, 273.

**RECONVEYANCE.** It takes place where a mortgage debt is paid off, and the mortgaged property is conveyed again to the mortgagor or his representatives free from the mortgage debt. Sweet.

**RECOPIACION DE INDIAS.** A collection of Spanish colonial law, promulgated A. D. 1680. See Schm. Civil Law, Introd. 94.

**RECORD, v.** To commit to writing, to printing, to inscription, or the like, to make an official note of, to write, transcribe, or enter in a book or on parchment, for the purpose of preserving authentic evidence of, or on a wax cylinder, rubber disk, etc., for reproduction, as by a phonograph, or to register or enroll. To transcribe a document, or enter the history of an act or series of acts, in an official volume, for the purpose of giving notice of the same, of furnishing authentic evidence, and for preservation. Cady v. Purser, 131 Cal. 552, 63 P. 844, 82 Am.St.Rep. 391; Shimmel v. People, 108 Colo. 592, 121 P.2d 491, 493.

**RECORD, n.** A written account of some act, transaction, or instrument, drawn up, under authority of law, by a proper officer, and designed to remain as a memorial or permanent evidence of the matters to which it relates. People ex rel. Simons v. Dowling, 146 N.Y.S. 919, 920, 84 Misc. 201. A memorandum public or private, of what has been done, ordinarily applied to public records only, in which sense it is a written memorial made by a public officer. Nogueira v. State, 123 Tex.Cr.R. 449, 59 S.W.2d 831.

The act or fact of recording or being recorded, reduction to writing as evidence, also, the writing so made, a register, a family record, official contemporaneous writing, an authentic official copy of document entered in book or deposited in keeping of officer designated by law, an official contemporaneous memorandum stating the proceedings of a court or official copy of legal papers used in a case. Shimmel v. People, 108 Colo. 592, 121 P.2d 491, 493.

There are three kinds of records, viz.: (1) *judicial*, as an attainer; (2) *ministerial*, on oath, being an office or inquisition found; (3) by way of *conveyance*, as a deed enrolled. Wharton.

**Practice**

A written memorial of all the acts and proceedings in an action or suit, in a court of record. The official and authentic history of the cause, consisting in entries of each successive step in the proceedings, chronicling the various acts of the parties and of the court, couched in the formal language established by usage, terminating with the judgment rendered in the cause, and intended to remain as a perpetual and unimpeachable memorial of the proceedings and judgment. *State v. Brewer*, 19 Ala.App. 291, 97 So. 160, 161.

At common law, a *roll of parchment* upon which the proceedings and transactions of a court are entered or drawn up by its officers, and which is then deposited in its treasury in *perpetuam rei memoriam*. 3 Steph.Comm. 583; 3 Bl.Comm. 24. A court of record is that where the acts and judicial proceedings are enrolled in parchment for a perpetual memorial and testimony, which rolls are called the "records of the court," and are of such high and supereminent authority that their truth is not to be called in question. *Hahn v. Kelly*, 34 Cal. 422, 94 Am.Dec. 742. *O'Connell v. Hotchkiss*, 44 Conn. 53; *Murrah v. State*, 51 Miss. 656; *State v. Anders*, 64 Kan. 742, 68 P. 668; *Wilkinson v. Railway Co.*, C.C., 23 F. 562; *In re Christern*, 43 N.Y.Super.Ct. 531.

In the practice of appellate tribunals, the history of the proceedings on the trial of the action below, (with the pleadings, offers, objections to evidence, rulings of the court, exceptions, charge, etc.) in so far as the same appears in the record furnished to the appellate court in the paper-books or other transcripts. Hence, derivatively, it means the aggregate of the various judicial steps taken on the trial below, in so far as they were taken, presented, or allowed in the formal and proper manner necessary to put them upon the record of the court. This is the meaning in such phrases as "no error in the record," "contents of the record," "outside the record," etc. *Le Clair v. Calls Him*, 106 Okl. 247, 233 P. 1087, 1091.

**General**

**Conveyances by record.** Extraordinary assurances; such as private acts of parliament and royal grants.

**Courts of record.** Those whose judicial acts and proceedings are enrolled in parchment, for a perpetual memorial and testimony, which rolls are called the "records of the court," and are of such high and supereminent authority that their truth is not to be called in question. Every court of record has authority to fine and imprison for contempt of its authority. 3 Broom & H. Comm. 21, 30. *Page v. Turcott*, 179 Tenn. 491, 167 S.W.2d 350, 354.

**Debts of record.** Those which appear to be due by the evidence of a court of record; such as a judgment, recognizance, etc.

**Diminution of record.** Incompleteness of the record sent up on appeal. See *Diminution*.

**Face of record.** See *Face of Record*.

**False record.** See *False Record*.

**Judicial record.** A precise history of suit from commencement to termination, including conclu-

sion of law. *People v. Fox*, 346 Ill. 374, 178 N.E. 907, 910.

**Matter of record.** See *Matter*.

**Nul tiel record.** See *Nul*.

**Of record.** See that title.

**Pocket record.** A statute so called. *Brownl. pt. 2*, p. 81.

**Public record.** A record, memorial of some act or transaction, written evidence of something done, or document, considered as either concerning or interesting the public, affording notice or information to the public, or open to public inspection. *Keefe v. Donnell*, 92 Me. 151, 42 A. 345; *Colnon v. Orr*, 71 Cal. 43, 11 P. 814.

**Record and writ clerk.** Four officers of the court of chancery were designated by this title, whose duty it was to file bills brought to them for that purpose. Business was distributed among them according to the initial letter of the surname of the first plaintiff in a suit. *Hunt, Eq.* These officers are now transferred to the high court of justice under the judicature acts.

**Record commission.** The name of a board of commissioners appointed for the purpose of searching out, classifying, indexing, or publishing the public records of a state or county.

**Records of a corporation.** Import the transcript of its charter and by-laws, the minutes of its meetings—the books containing the accounts of its official doings and the written evidence of its contracts and business transactions. *U. S. v. Louisville & N. R. Co.*, 35 S.Ct. 363, 368, 236 U.S. 318, 59 L.Ed. 598; *Maremont v. Old Colony Life Ins. Co.*, 189 Ill.App. 231, 232.

**Record of nisi prius.** In English law. An official copy or transcript of the proceedings in an action, entered on parchment and "sealed and passed," as it is termed, at the proper office; it serves as a warrant to the judge to try the cause, and is the only document at which he can judicially look for information as to the nature of the proceedings and the issues joined. *Brown*.

**Title of record.** A title to real estate, evidenced and provable by one or more conveyances or other instruments all of which are duly entered on the public land records.

**Trial by record.** A species of trial adopted for determining the existence or non-existence of a record. When a record is asserted by one party to exist, and the opposite party denies its existence under the form of a traverse that there is no such record remaining in court as alleged, and issue is joined thereon, this is called an "issue of *nul tiel record*," and in such case the court awards a trial by inspection and examination of the record. Upon this the party affirming its existence is bound to produce it in court on a day given for the purpose, and, if he fails to do so, judgment is given for his adversary. *Co. Litt. 117b, 260a*; 3 Bl. Comm. 331.



**RECORD, ESTOPPEL BY.** An estoppel founded upon matter of record; as a confession, or admission made in pleading in a court of record, which precludes the party from afterwards contesting the same fact in the same suit. Steph. Pl. 197.

It arises from or is founded upon the adjudication of a competent court. *Smith v. Urquhart*, 129 Fla. 742, 176 So. 787, 789. Confessions or admissions made in pleadings in a court of record, and other final determinations work estoppels. *Bradner v. Howard*, 75 N.Y. 417; *Butterfield v. Smith*, 101 U.S. 570, 25 L.Ed. 868; *Denver City Irr. & Water Co. v. Middaugh*, 12 Colo. 434, 21 Pac. 565, 13 Am.St.Rep. 234. An "estoppel by record" is the preclusion to deny the truth of a matter set forth in a record, whether judicial or legislative, also to deny the facts adjudicated by a court of competent jurisdiction. *Swofford Bros. Dry Goods Co. v. Owen*, 37 Okl. 616, 133 P. 193, 198, L.R.A.1916C, 189; *Watson v. Goldsmith*, 205 S.C. 215, 31 S.E.2d 317, 320.

An "estoppel by record" cannot be invoked where allegations or recitals did not conclude pleader in prior proceeding. *Blackburn v. Blackburn*, Tex.Civ.App., 163 S.W.2d 251, 255. It bars a second action between the same parties on an issue necessarily raised and decided in the first action. *Woods v. Duval*, 151 Kan. 472, 99 P.2d 804, 808. It exists only as between the same parties, or those in privity with them, in same case on same issues. *Smith v. Maine*, 260 N.Y.S. 425, 145 Misc. 521. The doctrine prevents a party not only from litigating again what was actually litigated in the former case, but litigating what might have been litigated therein. *Kuchenreuther v. Chicago*, M. St. P. & P. R. Co., 225 Wis. 613, 275 N.W. 457.

Defense of res judicata a plea of "estoppel by record". *Hull v. Hercules Powder Co.*, 20 N.J.Misc. 168, 26 A.2d 164, 168.

**RECORDA SUNT VESTIGIA VETUSTATIS ET VERITATIS.** Records are vestiges of antiquity, and truth. 2 Rolle, 296.

**RECORDARE.** In American practice. A writ to bring up judgments of justices of the peace. *Halcombe v. Loudermilk*, 48 N.C. 491.

**RECORDARI FACIAS LOQUELAM.** In English practice. A writ by which a suit or plaint in replevin may be removed from a county court to one of the courts of Westminster Hall. 3 Bl. Comm. 149; 3 Steph. Pl. 522, 666. So termed from the emphatic words of the old writ, by which the sheriff was commanded to *cause the plaint to be recorded*, and to have the record before the superior court. Reg. Orig. 5b.

**RECORDATUR.** In old English practice. An entry made upon a record, in order to prevent any alteration of it. 1 Ld. Raym. 211. An order or allowance that the verdict returned on the *nisi prius* roll be recorded.

**RECORDER, v. L. Fr.** In Norman law. To recite or testify on recollection what had previously passed in court. This was the duty of the judges and other principal persons who presided at the *placitum*; thence called "*recordeurs*." Steph. Pl., Append. note 11.

**RECORDER, n.** In old English law. A barrister or other person learned in the law, whom the mayor or other magistrate of any city or town corporate, having jurisdiction or a court of record within their precincts, associated to him for his better direction in matters of justice and proceedings according to law. Cowell.

A magistrate, in the judicial systems of some of the states, who has a criminal jurisdiction analogous to that of a police judge or other committing magistrate, and usually a limited civil jurisdiction, and sometimes authority conferred by statute in special classes of proceedings. *Leigebner v. State*, 17 Ala.App. 551, 86 So. 126; *City of Colton v. Superior Court in and for San Bernardino County*, 84 Cal.App. 303, 257 P. 909, 911.

An officer appointed to make record or enrolment of deeds and other legal instruments authorized by law to be recorded.

**RECORDER OF LONDON.** One of the justices of oyer and terminer, and a justice of the peace of the *quorum* for putting the laws in execution for the preservation of the peace and government of the city. Being the mouth of the city, he delivers the sentences and judgments of the court therein, and also certifies and records the city customs, etc. He is chosen by the lord mayor and aldermen, and attends the business of the city when summoned by the lord mayor, etc. Wharton.

**RECORDING ACTS.** Statutes enacted in the several states relative to the official recording of deeds, mortgages, bills of sale, chattel mortgages, etc., and the effect of such records as notice to creditors, purchasers, incumbrancers, and others interested.

**RECORDS, EARLY ENGLISH.** A record commission was appointed in 1800 by parliament, which in 37 years of service printed many records of England, Wales and Scotland. See their reports. Extracts from that on the "Statutes of the Realm" will be found in 2 Sel. Essays in Anglo. Amer. L. H. 171. See 2 Holdsw. Hist. E. L.

**RECORDUM.** A record; a judicial record. It is used in the phrase *prout patet per recordum*, which is a formula employed, in pleading, for reference to a record, signifying as it appears from the record. 1 Chit. Pl. 385; *Philpot v. McArthur*, 10 Me. 127.

**RECOUP, or RECOUPE.** To deduct, defalk, discount, set off, or keep back; to withhold part of a demand.

**RECOUPMENT.** In practice. Defalcation or discount from a demand. A keeping back something which is due, because there is an equitable reason to withhold it. Tomlins. A right of the defendant to have a deduction from the amount of the plaintiff's damages, for the reason that the plaintiff has not complied with the cross-obligations or independent covenants arising under the same contract. *Hoover Commercial Co. v. Humphrey*, 107 Miss. 810, 66 So. 214, 216.

It implies that plaintiff has cause of action, but asserts that defendant has counter cause of action growing out of breach of some other part of same contract on which plaintiff's action is founded, or for some cause connected with contract. *Marianna Lime Products Co. v. McKay*, 109 Fla. 275, 147 So. 264, 267; *Storrs v. Storrs*, 130 Fla. 717, 178 So. 841, 843.

It is keeping back something which is due because there is an equitable reason to withhold it; and is now un-

## RECOUPMENT

formly applied where a man brings an action for breach of a contract between him and the defendant; and where the latter can show that some stipulation in the same contract was made by the plaintiff, which he has violated, the defendant may, if he choose, instead of suing in his turn, *recoupe* his damages arising from the breach committed by the plaintiff, whether they be liquidated or not. *Ives v. Van Eppes*, 22 Wend., N.Y., 156. And see *Barber v. Chapin*, 28 Vt. 413.

In speaking of matters to be shown in defense, the term "recoupment" is often used as synonymous with "reduction." The term is of French origin, and signifies cutting again, or cutting back, and, as a defense, means the cutting back on the plaintiff's claim by the defendant. Like reduction, it is of necessity limited to the amount of the plaintiff's claim. It is properly applicable to a case where the same contract imposes mutual duties and obligations on the two parties, and one seeks a remedy for the breach of duty by the second, and the second meets the demand by a claim for the breach of duty by the first. *Davenport v. Hubbard*, 46 Vt. 207, 14 Am.Rep. 620.

"Recoupment" differs from "set-off" in this respect: that any claim or demand the defendant may have against the plaintiff may be used as a set-off, while it is not a subject for recoupment unless it grows out of the very same transaction which furnishes the plaintiff's cause of action. The term is, as appears above, synonymous with "reduction;" but the latter is not a technical term of the law; the word "defalcation," in one of its meanings, expresses the same idea, and is used interchangeably with recoupment. Recoupment, as a remedy, corresponds to the *reconvencion* of the civil law. *Dexter-Portland Cement Co. v. Acme Supply Co.*, 147 Va. 758, 133 S.E. 788, 790; *Lovett v. Lovett*, 93 Fla. 611, 112 So. 768, 780.

"Recoupment" is the right to set off unliquidated damages, while the right of "set-off," comprehends only liquidated damages, or those capable of being ascertained by calculation. *Alley v. Bessemer Gas Engine Co.*, Tex. Civ.App., 228 S.W. 963, 966. Recoupment is confined to matters arising out of the transaction or contract upon which suit is brought, not depending upon whether the matter be liquidated or unliquidated. *J. C. Lysle Milling Co. v. North Alabama Grocery Co.*, 201 Ala. 222, 77 So. 748, 749. While there is a well-defined distinction between set-off and recoupment, they are each, in a sense, set-offs. *Lehman v. Austin*, 195 Ala. 244, 70 So. 653, 655.

**RECOURSE.** To recur. As to "Without Recourse," see that title.

**RECOUSSE.** Fr. In French law. Recapture. *Emerig. Traité des Assur.* c. 12, § 23.

**RECOVER.** To get or obtain again, to collect, to get renewed possession of; to win back; to regain, as lost property, territory, appetite, health, courage. In a narrower sense, to be successful in a suit, to collect or obtain amount, to have judgment, to obtain a favorable or final judgment, to obtain in any legal manner in contrast to voluntary payment. *Covert v. Randles*, 53 Ariz. 225, 87 P.2d 488, 490. *Olds v. General Acc. Fire and Life Assur. Corp.*, 67 Cal.App.2d 812, 155 P.2d 676, 680.

**RECOVEREE.** In old conveyancing. The party who suffered a common recovery.

**RECOVERER.** The demandant in a common recovery, after judgment has been given in his favor.

**RECOVERY.** In its most extensive sense, the restoration or vindication of a right existing in a person, by the formal judgment or decree of a competent court, at his instance and suit, or the obtaining, by such judgment, of some right or property which has been taken or withheld from him. This is also called a "true" recovery, to dis-

tinguish it from a "feigned" or "common" recovery. See Common Recovery.

The obtaining of a thing by the judgment of a court, as the result of an action brought for that purpose. *Vaughan v. Humphreys*, 153 Ark. 140, 239 S.W. 730, 22 A.L.R. 1201.

The amount finally collected, or the amount of judgment. In *re Lahm*, 179 App.Div. 757, 167 N.Y.S. 217, 219.

### Final Recovery

The final judgment in an action. Also the final verdict in an action, as distinguished from the judgment entered upon it. *Fisk v. Gray*, 100 Mass. 193.

**RECREANT.** Coward or craven. The word pronounced by a combatant in the trial by battel, when he acknowledged himself beaten. 3 Bl. Comm. 340.

**RECRIMINATION.** A charge made by an accused person against the accuser; in particular a counter-charge of adultery or cruelty made by one charged with the same offense in a suit for divorce, against the person who has charged him or her. *Wharton*. A showing by the defendant of any cause of divorce against the plaintiff, in bar of the plaintiff's cause of divorce. *Morrison v. Morrison*, 38 Idaho 45, 221 P. 156, 158. And to bar divorce, complainant's misconduct need not be of equal degree with that of defendant, but must be of same general character. *Carter v. Carter*, Tex. Civ.App., 151 S.W.2d 884, 885.

**RECRUIT.** A newly-enlisted soldier.

**RECRUITING.** Within 50 U.S.C.A. § 2388(a), denouncing the offense of obstructing the "recruiting or enlistment service," "recruiting" is gaining fresh supplies for the forces, as well by draft as otherwise, and put as an alternative to enlistment or voluntary enrollment. *U. S. v. Prieth*, D.C.N.J., 251 F. 946, 951.

**RECTA PRISA REGIS.** In old English law. The king's right to prisage, or taking of one butt or pipe of wine before and another behind the mast, as a custom for every ship laden with wines. *Cowell*.

**RECTIFICATION OF BOUNDARIES.** The action to rectify or ascertain the boundaries of two adjoining pieces of land. *Sweet*.

**RECTIFICATION OF REGISTER.** The process by which a person whose name is wrongly entered on (or omitted from) a register may compel the keeper of the register to remove (or enter) his name. *Sweet*.

**RECTIFIER.** As used in the United States internal revenue laws, this term is not confined to a person who runs spirits through charcoal, but is applied to any one who rectifies or purifies spirits in any manner whatever, or who makes a mixture of spirits with anything else, and sells it under any name. *Quantity of Distilled Spirits*, 3 Ben. 73, Fed.Cas.No.11,494.

**RECTIFY.** To correct or define something which is erroneous or doubtful. Sweet.

Thus, where the parties to an agreement have determined to embody its terms in the appropriate and conclusive form, but the instrument meant to effect this purpose (*e. g.*, a conveyance, settlement, etc.) is, by mutual mistake, so framed as not to express the real intention of the parties, an action may be brought in the chancery division of the high court to have it rectified. Sweet.

**RECTITUDO.** Lat. Right or justice; legal dues; tribute or payment. Cowell.

**RECTO, BREVE DE.** A writ of right, which was of so high a nature that as other writs in real actions were only to recover the possession of the land, etc., in question, this aimed to recover the seisin and the property, and thereby both the rights of possession and property were tried together. Cowell.

**RECTO DE ADVOCATIONE ECCLESIAE.** A writ which lay at common law, where a man had right of advowson of a church, and, the parson dying, a stranger had presented. Fitzh. Nat. Brev. 30.

**RECTO DE CUSTODIA TERRÆ ET HÆREDIS.** A writ of right of ward of the land and heir. Abolished.

**RECTO DE DOTE.** A writ of right of dower, which lay for a widow who had received part of of her dower, and demanded the residue, against the heir of the husband or his guardian. Abolished. 23 & 24 Vict. c. 126, § 26.

**RECTO DE DOTE UNDE NIHIL HABET.** A writ of right of dower whereof the widow had nothing, which lay where her deceased husband, having divers lands or tenements, had assured no dower to his wife, and she thereby was driven to sue for her thirds against the heir or his guardian. Abolished.

**RECTO DE RATIONABILI PARTE.** A writ of right, of the reasonable part, which lay between privies in blood; as brothers in gavelkind, sisters, and other coparceners, for land in fee-simple. Fitzh. Nat. Brev. 9.

**RECTO QUANDO (or QUIA) DOMINUS REMISIT CURIAM.** A writ of right, when or because the lord had remitted his court, which lay where lands or tenements in the seignory of any lord were in demand by a writ of right. Fitzh. Nat. Brev. 16.

**RECTO SUR DISCLAIMER.** An abolished writ on disclaimer.

**RECTOR.** In ecclesiastical law. One who rules or governs. A name given to certain officers of the Roman church. Dict. Canonique.

The spiritual head and presiding officer of church. A clergyman elected by the members of the parish to have permanent charge of it. He is the official head of the parish and *ex officio* head of all parochial organizations. *Hunter v. Rector, Wardens and Vestrymen of St. Anna's Chapel*, 185 La. 217, 168 So. 780, 783.

In English law. He that has full possession of a parochial church. A rector (or parson) has, for the most part, the whole right to all the ecclesiastical dues in his parish; while a *vicar* has an appropriator over him, entitled to the best part of the profits; to whom the vicar is, in effect, perpetual curate, with a standing salary. 1 Bl. Comm. 384, 388; *Bird v. St. Mark's Church*, 62 Iowa 567, 17 N.W. 747.

**RECTOR PROVINCIÆ.** Lat. In Roman law. The governor of a province. Cod. 1, 40.

**RECTOR SINECURE.** A rector of a parish who has not the cure of souls. 2 Steph. Comm. 683.

**RECTORIAL TITHES.** Great or predial tithes.

**RECTORY.** An entire parish church, with all its rights, glebes, tithes, and other profits whatsoever; otherwise commonly called a "benefice." *Gibson v. Brockway*, 8 N.H. 470, 31 Am.Dec. 200; *Pawlet v. Clark*, 9 Cranch, 326, 3 L.Ed. 735. A rector's manse, or parsonage house. Spelman.

**RECTUM.** Lat. Right; also a trial or accusation. Bract.; Cowell.

**RECTUM ESSE.** To be right in court.

**RECTUM ROGARE.** To ask for right; to petition the judge to do right.

**RECTUM, STARE AD.** To stand trial or abide by the sentence of the court.

**RECTUS.** In the old law of descents. Right; upright; the opposite of obliquous (*q. v.*).

**RECTUS IN CURIA.** Lat. Right in court. The condition of one who stands at the bar, against whom no one objects any offense. When a person outlawed has reversed his outlawry, so that he can have the benefit of the law, he is said to be "*rectus in curia.*" Jacob.

**RECUPERATIO.** Lat. In old English law. Recovery; restitution by the sentence of a judge of a thing that has been wrongfully taken or detained. Co. Litt. 154a.

**RECUPERATIO, i. e., AD REM, PER INJURIAM EXTORTAM SIVE DETENTAM, PER SENTENTIAM JUDICIS RESTITUTIO.** Co. Litt. 154a. Recovery, *i. e.*, restitution by sentence of a judge of a thing wrongfully extorted or detained.

**RECUPERATIO EST ALICUJUS REI IN CAUSAM, ALTERIUS ADDUCTÆ PER JUDICEM ACQUISITIO.** Co. Litt. 154a. Recovery is the acquisition by sentence of a judge of anything brought into the cause of another.

**RECUPERATORĒS.** In Roman law. A species of judges first appointed to decide controversies between Roman citizens and strangers concerning rights requiring speedy remedy, but whose jurisdiction was gradually extended to questions which might be brought before ordinary judges. Mackeld. Rom. Law, § 204.

## RECURRENDUM

**RECURRENDUM EST AD EXTRAORDINARIUM QUANDO NON VALET ORDINARIUM.** We must have recourse to what is extraordinary, when what is ordinary fails.

**RECUSANTS.** In English law. Persons who willfully absent themselves from their parish church, and on whom penalties were imposed by various statutes passed during the reigns of Elizabeth and James I. Wharton. Those persons who separate from the church established by law. *Termes de la Ley*. The term was practically restricted to Roman Catholics.

**RECUSATIO TESTIS.** Lat. In the civil law. Rejection of a witness, on the ground of incompetency. Best, *Ev. Introd.* 60, § 60.

**RECUSATION.** In the civil law. A species of exception or plea to the jurisdiction, to the effect that the particular judge is disqualified from hearing the cause by reason of interest or prejudice. *Poth. Proc. Civile*, pt. 1, c. 2, § 5. The challenge of jurors. *Code Prac. La. arts.* 499, 500. An act, of what nature soever it may be, by which a strange heir, by deeds or words, declares he will not be heir. *Dig.* 29, 2, 95.

**RED, RAED, or REDE.** Sax. Advice; counsel.

**RED.** A color.

A communist; radical. The term contemplates a follower of the red flag of the Russian revolution. A name of opprobrium sometimes given to those with a liberal political outlook, especially to those advocating social, political or economic reform.

**RED BOOK OF THE EXCHEQUER.** An ancient record, wherein are registered the holders of lands *per baroniam* in the time of Henry II, the number of hides of land in certain counties before the Conquest, and the ceremonies on the coronation of Eleanor, wife of Henry III. Jacob; Cowell.

**RED FLAG.** The recognized standard or symbol of an extreme revolutionary party or of those who seek social as well as political revolution and anarchy; as the red flag of the Commune. *People v. Chambers*, 22 Cal.App.2d 687, 72 P.2d 746, 758.

**RED HANDED.** With the marks of crime fresh on him.

**RED INTERNATIONAL.** See Third International.

**RED LIGHTS AHEAD DOCTRINE.** Under this doctrine, third party obtaining securities is required to investigate only under exceptional circumstances which arise when a party to a transaction has knowledge that some fact or facts exist with respect to transaction which would prevent action by commercially honest men for whom law is made. *Thomas v. Atkins*, D.C.Minn., 52 F.Supp. 405, 410.

**RED TAPE.** In a derivative sense, order carried to fastidious excess; system run out into trivial extremes. *Webster v. Thompson*, 55 Ga. 434.

**REDDENDO SINGULA SINGULIS.** Lat. By referring each to each; referring each phrase or expression to its appropriate object. A rule of construction.

**REDDENDUM.** Lat. In conveyancing. Rendering; yielding. The technical name of that clause in a conveyance by which the grantor creates or reserves some new thing to himself, out of what he had before granted; as "*rendering* therefor yearly the sum of ten shillings, or a pepper-corn," etc. That clause in a lease in which a rent is reserved to the lessor, and which commences with the word "*yielding*." 2 Bl.Comm. 299; *Freudenberger Oil Co. v. Simmons*, 75 W.Va. 337, 83 S.E. 995, 997, Ann.Cas.1918A, 873.

**REDDENS CAUSAM SCIENTIÆ.** Lat. Giving the reason of his knowledge.

In Scotch practice. A formal phrase used in depositions, preceding the statement of the reason of the witness' knowledge. 2 How. State Tr. 715.

**REDDERE, NIL ALIUD EST QUAM ACCEPTUM RESTITUERE; SEU, REDDERE EST QUASI RETRO DARE, ET REDDITUR DICITUR A RE-DEUNDO, QUIA RETRO IT.** Co. Litt. 142. To render is nothing more than to restore that which has been received; or, to render is as it were to give back, and it is called "*rendering*" from "*returning*," because it goes back again.

**REDDIDIT SE.** Lat. He has rendered himself.

In old English practice. A term applied to a principal who had rendered himself in discharge of his bail. *Holthouse*.

**REDDITARIUM.** In old records. A rental, or rent-roll. *Cowell*.

**REDDITARIUS.** In old records. A renter; a tenant. *Cowell*.

**REDDITION.** A surrendering or restoring; also a judicial acknowledgment that the thing in demand belongs to the demandant, and not to the person surrendering. *Cowell*.

**REDEEM.** To buy back. To liberate an estate or article from mortgage or pledge by paying the debt for which it stood as security. To repurchase in a literal sense; as, to redeem one's land from a tax-sale. *Maxwell v. Foster*, 67 S.C. 377, 45 S.E. 927; *Miller v. Ratterman*, 47 Ohio St. 141, 24 N.E. 496; *Layton v. Thayne*, C.C.A.Utah, 144 F.2d 94, 96. It implies the existence of a debt and means to rid property of that incumbrance. *Talley v. Eastland*, 259 Ky. 241, 82 S.W.2d 368, 372.

**REDEEMABLE.** Subject to an obligation of redemption; embodying, or conditioned upon, a promise or obligation of redemption; convertible into coin; as, a "redeemable currency." *U. S. v. North Carolina*, 136 U.S. 211, 10 S.Ct. 920, 34 L.Ed. 336. Subject to redemption; admitting of redemption or repurchase; given or held under conditions admitting of reacquisition by purchase; as, a "redeemable pledge."

**REDEEMABLE RIGHTS.** Rights which return to the conveyor or disposer of land, etc., upon payment of the sum for which such rights are granted. Jacob.

**REDELIVERY.** A yielding and delivering back of a thing. American Brake Shoe & Foundry Co. v. New York Rys. Co., D.C.N.Y., 293 F. 612, 623.

**REDELIVERY BOND.** A bond given to a sheriff or other officer, who has attached or levied on personal property, to obtain the release and repossession of the property, conditioned to redeliver the property to the officer or pay him its value in case the levy or attachment is adjudged good. Drake v. Sworts, 24 Or. 198, 33 P. 563.

**REDEMISE.** A regrantee of land demised or leased.

**REDEMPTIO OPERIS.** Lat. In Roman law, a contract for the hiring or letting of services, or for the performance of a certain work in consideration of the payment of a stipulated price. It is the same contract as "*locatio operis*," but regarded from the standpoint of the one who is to do the work, and who is called "*redemptor operis*," while the hirer is called "*locator operis*." Mackeld. Rom. Law, § 408.

**REDEMPTION.** A repurchase; a buying back. The act of a vendor of property in buying it back again from the purchaser at the same or an enhanced price. Murphy v. Casselman, 24 N.D. 336, 139 N.W. 802, 803; Venner v. Public Utilities Commission, 302 Ill. 232, 134 N.E. 17, 18.

The process of annulling and revoking a conditional sale of property, by performance of the conditions on which it was stipulated to be revocable.

The process of cancelling and annulling a defeasible title to land, such as is created by a mortgage or a tax-sale, by paying the debt or fulfilling the other conditions.

The liberation of an estate from a mortgage. Webb v. Williamson, 202 Ark. 763, 152 S.W.2d 312, 314.

The liberation of a chattel from pledge or pawn, by paying the debt for which it stood as security.

Repurchase of notes, bills, or other evidences of debt, (particularly bank-notes and paper-money,) by paying their value in coin to their holders.

**Redemption, equity of.** See Equity of Redemption.

**Redemption of land tax.** In English law. The payment by the landowner of such a lump sum as shall exempt his land from the land tax. Mozley & Whitley.

**The right of redemption.** An agreement or paction, by which the vendor reserves to himself the power of taking back the thing sold by returning the price paid for it. Civil Code La. art. 2567.

**Voluntary redemption.** In Scotch law, is when a mortgagee receives the sum due into his own hands, and discharges the mortgage, without any consignment. Bell.

**REDEPTIONES.** In old English law. Heavy fines. Distinguished from *miser cordia*, (which see.)

**REDEUNDO.** Lat. Returning; in returning; while returning. 2 Strange, 985.

**REDEVANCE.** In old French and Canadian law. Dues payable by a tenant to his lord, not necessarily in money.

**REDHIBERE.** Lat. In the civil law. To have again; to have back; to cause a seller to have again what he had before.

**REDHIBITION.** In the civil law. The avoidance of a sale on account of some vice or defect in the thing sold, which renders it either absolutely useless or its use so inconvenient and imperfect that it must be supposed that the buyer would not have purchased it had he known of the vice. Civ.Code La. art. 2520.

**REDHIBITORY ACTION.** In the civil law. An action for redhibition. An action to avoid a sale on account of some vice or defect in the thing sold, which renders its use impossible, or so inconvenient and imperfect that it must be supposed the buyer would not have purchased it had he known of the vice. Civ. Code La. art. 2520. An action in which buyer, alleging seller's breach of express or implied warranty, seeks to return thing sold or part thereof and to recover back all or part of price paid. Hermanos v. Matos, C.C.A. Puerto Rico, 81 F.2d 930, 931.

**REDHIBITORY DEFECT or VICE.** In the civil law. A defect in an article sold, for which the seller may be compelled to take it back; a defect against which the seller is bound to warrant. Poth. Cont. Sale, no. 203.

**REDIMERE.** Lat. In Roman law. To buy back. Talley v. Eastland, 259 Ky. 241, 82 S.W.2d 368, 372.

**REDISSEISIN.** In old English law. A second disseisin of a person of the same tenements, and by the same disseisor, by whom he was before disseised. 3 Bl. Comm. 188.

**REDISTRIBUTION.** In gambling. Pay-off to holders of winning tickets. Delaware Steeplechase & Race Ass'n v. Wise, 27 A.2d 357, 361, 2 Terry (Del.) 587.

**REDITUS.** Lat. A revenue or return, income or profit; specifically, rent.

**REDITUS ALBI.** White rent; blanche farm; rent payable in silver or other money.

**REDITUS ASSISUS.** A set or standing rent.

**REDITUS CAPITALES.** Chief rent paid by freeholders to go quit of all other services.

## REDITUS

**REDITUS NIGEL.** Black rent; black mail; rent payable in provisions, corn, labor, etc.; as distinguished from "money rent," called "*reditus albi*."

**REDITUS QUIETI.** Quitrents (*q. v.*).

**REDITUS SICCUS.** Rent seck (*q. v.*).

**REDMANS.** In feudal law. Men who, by the tenure or custom of their lands, were to ride with or for the lord of the manor, about his business. Domesday.

**REDOBATORES.** In old English law. Those that buy stolen cloth and turn it into some other color or fashion that it may not be recognized. Redubbers.

**REDRAFT.** In commercial law. A draft or bill drawn in the place where the original bill was made payable and where it went to protest, on the place where such original bill was drawn, or, when there is no regular commercial intercourse rendering that practicable, then in the next best or most direct practicable course. 1 Bell, Comm. 406.

**REDRESS.** The receiving satisfaction for an injury sustained.

**REDUBBERS.** In criminal law. Those who bought stolen cloth and dyed it of another color to prevent its being identified were anciently so called. Cowell; 3 Inst. 134.

**REDUCE.** In Scotch law. To rescind or annul.

**REDUCTIO AD ABSURDUM.** Lat. In logic. The method of disproving an argument by showing that it leads to an absurd consequence.

**REDUCTION.** In Scotch law. An action brought for the purpose of rescinding, annulling, or cancelling some bond, contract, or other instrument in writing. 1 Forb. Inst. pt. 4, pp. 158, 159.

In French law, abatement. When a parent gives away, whether by gift *inter vivos* or by legacy, more than his *portion disponible*, (*q. v.*) the donee or legatee is required to submit to have his gift reduced to the legal proportion.

**REDUCTION EX CAPITE LECTI.** By the law of Scotland the heir in heritage was entitled to reduce all voluntary deeds granted to his prejudice by his predecessor within sixty days preceding the predecessor's death; provided the maker of the deed, at its date, was laboring under the disease of which he died, and did not subsequently go to kirk or market unsupported. Bell.

**REDUCTION IMPROBATION.** In Scotch law. One form of the action of reduction in which falsehood and forgery are alleged against the deed or document sought to be set aside.

**REDUCTION INTO POSSESSION.** The act of exercising the right conferred by a chose in action, so as to convert it into a chose in possession; thus, a debt is reduced into possession by payment. Sweet.

**REDUCTION OF CAPITAL.** Voluntary liquidation of retired corporate capital. Jay Ronald Co. v. Marshall Mortg. Corporation, 40 N.Y.S.2d 391, 399, 265 App.Div. 622.

**REDUCTION TO POSSESSION.** Conversion of a right existing as a claim into actual custody and enjoyment. Newell v. McLaughlin, 126 Conn. 138, 9 A.2d 815, 819.

**REDUCTION TO PRACTICE.** As respects priority of invention for purposes of patentability is accomplished when inventor's conception is embodied in such form as to render it capable of practical and successful use. Pyrene-Minimax Corporation v. Palmer, 89 F.2d 505, 510, 67 App.D.C. 33. But device need not be perfect or commercial success. Pierson v. Beck, Cust. & Pat.App., 40 F.2d 769, 770.

**REDUNDANCY.** This is the fault of introducing superfluous matter into a legal instrument; particularly the insertion in a pleading of matters foreign, extraneous, and irrelevant to that which it is intended to answer. Carpenter v. Reynolds, 58 Wis. 666, 17 N.W. 300; In re Wise's Estate, 144 Neb. 273, 13 N.W.2d 146, 151.

**RE-ENACT.** To enact again; to revive. Police Jury of Caddo Parish v. City of Shreveport, 137 La. 1032, 69 So. 828, 831.

**RE-ENTRY.** The act of resuming the possession of lands or tenements in pursuance of a right which party exercising it reserved to himself when he quit his former possession. Sokolow v. Meyer, 248 N.Y.S. 405, 409, 139 Misc. 424. Fleisher v. Friob, 161 N.Y.S. 940, 944, 97 Misc.Rep. 343.

**RE-ESTABLISH.** To restore to its former position. Baron v. Prudence Life Ins. Co., 315 Ill. App. 129, 42 N.E.2d 137, 138.

**RE-EXAMINATION.** An examination of a witness after a cross-examination, upon matters arising out of such cross-examination.

**RE-EXCHANGE.** The damages or expenses caused by the dishonor and protest of a bill of exchange in a foreign country, where it was payable, and by its return to the place where it was drawn or indorsed, and its being there taken up. Bangor Bank v. Hook, 5 Me. 175; Simonoff v. Granite City Nat. Bank, 279 Ill. 248, 116 N.E. 636, 639.

**RE-EXTENT.** In English practice. A second extent made upon lands or tenements, upon complaint made that the former extent was partially performed. Cowell.

**REEF.** In mining law. A vein or lode containing or supposed to contain minerals.

**REEVE.** An ancient English officer of justice inferior in rank to an alderman. He was a ministerial officer appointed to execute process, keep the King's peace, and put the laws in execution. He witnessed all contracts and bargains, brought offenders to justice and delivered them to punish-

ment, took bail for such as were to appear at the county court, and presided at the court or folcote. He was also called *gerefa*.

There were several kinds of reeves, as, the *shire-gerefa*, shire-reeve or sheriff; the *heh-gerefa*, or high-sheriff; *tithing-reeve*, burghor or borough-reeve.

**Land Reeve**

See Land.

**REFALO.** A word composed of the three initial syllables "re." "fa." "lo," for "recordari facias loquelam," (q. v.). 2 Sell. Pr. 160.

**REFARE.** To bereave, take away, rob. Cowell.

**REFECTION.** In the civil law. Reparation; re-establishment of a building. Dig. 19, 1, 6, 1.

**REFER.** When a case or action involves matters of account or other intricate details which require minute examination, and for that reason are not fit to be brought before a jury, it is usual to refer the whole case, or some part of it, to the decision of an auditor or referee, and the case is then said to be referred.

Taking this word in its strict, technical use, it relates to a mode of determining questions which is distinguished from "arbitration," in that the latter word imports submission of a controversy without any lawsuit having been brought, while "reference" imports a lawsuit pending, and an issue framed or question raised which (and not the controversy itself) is sent out. Thus, arbitration is resorted to instead of any judicial proceeding; while reference is one mode of decision employed in the course of a judicial proceeding. And "reference" is distinguished from "hearing or trial," in that these are the ordinary modes of deciding issues and questions in and by the courts with aid of juries when proper; while reference is an employment of non-judicial persons—individuals not integral parts of the court—for the decision of particular matters inconvenient to be heard in actual court. Abbott.

To point, allude, direct, or make reference to. This is the use of the word in conveyancing and in literature, where a word or sign introduced for the purpose of directing the reader's attention to another place in the deed, book, document, etc., is said to "refer" him to such other connection.

**REFEREE.** In practice. A person to whom a cause pending in a court is referred by the court, to take testimony, hear the parties, and report thereon to the court. Central Trust Co. of New York v. Wabash, etc., R. Co., C.C.Mo., 32 F. 684, 685. He is an officer exercising judicial powers, and is an arm of the court for a specific purpose. Segal v. Jackson, 48 N.Y.S.2d 877, 879, 183 Misc. 460.

**REFEREE IN BANKRUPTCY.** An officer appointed by the courts of bankruptcy under the act of 1898 (11 U.S.C.A. § 1) corresponding to the "registers in bankruptcy" under earlier statutes having administrative and quasi-judicial functions under the bankruptcy law, and who assists the court in such cases and relieves the judge of attention to matters of detail or routine, by taking charge of all administrative matters and the preparation or preliminary consideration of questions requiring judicial decision, subject at all times to the supervision and review of the court. In re

Carl Dernburg & Son, C.C.A.N.Y., 5 F.2d 37, 38. He is an officer of the bankruptcy court but not a judge. Fish v. East, C.C.A.Colo., 114 F.2d 177, 200. His status is substantially that of a master whose findings to extent adopted are considered findings of District Court. Stewart v. Ganey, C.C. A.Ala., 116 F.2d 1010, 1012.

**REFEREES, COURT OF.** In the passage of private bills through the house of commons, the practice was adopted in 1864 of the appointment of referees on such bills, consisting of the chairman of ways and means and not less than three other persons to be appointed by the speaker. The referees were formed into one or more courts, three at least being required to constitute each court, a member in every case being chairman, but receiving no salary. The referees inquired into the proposed works, etc., and reported to the house. The committees of the house on any bill might also refer any question to the referees for their decision. It was also ordered in 1864 that the referees should decide on all petitions as to the right of the petitioner to be heard, *i. e.*, his *locus standi*. A court of referees was specially constituted for the adjudication of this right, called *locus standi*. A series of reports of the court of referees on private bills in parliament, called *Locus Standi* reports, has been published since 1867.

**REFEREES, OFFICIAL.** Officials in the King's Bench Division of the High Court of Justice in England, created by the judicature acts. They are three in number. They try such questions and actions as may be referred to them, and act as arbitrators in certain cases.

**REFERENCE.** In contracts. An agreement to submit to arbitration; the act of parties in submitting their controversy to chosen referees or arbitrators.

In practice. The act of sending a cause pending in court to a referee for his examination and decision. State v. Innes, 89 Kan. 168, 130 P. 677, 680; Jones v. Jones, 188 Mo.App. 220, 175 S.W. 227, 230. See Refer.

In commercial law. The act of sending or directing one person to another, for information or advice as to the character, solvency, standing, etc., of a third person, who desires to open business relations with the first, or to obtain credit with him.

**REFERENCE IN CASE OF NEED.** When a person draws or indorses a bill of exchange, he sometimes adds the name of a person to whom it may be presented "in case of need;" *i. e.*, in case it is dishonored by the original drawee or acceptor. Byles, Bills, 261.

**REFERENCE STATUTES.** Statutes which refer to other statutes and make them applicable to the subject of legislation. Their object is to incorporate into the act of which they are a part the provisions of other statutes by reference and adoption. State ex rel. School Dist. of Kansas City v. Lee, 334 Mo. 513, 66 S.W.2d 521; Van Pelt v. Hilliard, 75 Fla. 792, 78 So. 693, 698, L.R.A. 1918E, 639.

## REFERENCE

**REFERENCE TO RECORD.** Under the English practice, when an action is commenced, an entry of it is made in the cause-book according to the year, the initial letter of the surname of the first plaintiff, and the place of the action, in numerical order among those commenced in the same year, *e. g.*, "1876, A. 26;" and all subsequent documents in the action (such as pleadings and affidavits) bear this mark, which is called the "reference to the record." Sweet.

**REFERENDARIUS.** An officer by whom the order of causes was laid before the Roman emperor, the desires of petitioners made known, and answers returned to them. Vicat, Voc. Jur.; Calvin.

**REFERENDARY.** In Saxon law. A master of requests; an officer to whom petitions to the king were referred. Spelman.

**REFERENDO SINGULA SINGULIS.** Lat. Referring individual or separate words to separate subjects; making a distributive reference of words in an instrument; a rule of construction.

**REFERENDUM.** In international law. A communication sent by a diplomatic representative to his home government, in regard to matters presented to him which he is unable or unwilling to decide without further instructions.

In the modern constitutional law of Switzerland and elsewhere, a method of submitting an important legislative measure to a direct vote of the whole people. *Pacific States Telephone & Telegraph Co. v. Oregon*, 32 S.Ct. 224, 223 U.S. 118, 56 L.Ed. 377; *Kiernan v. Portland*, 32 Sup.Ct. 231, 223 U.S. 151, 56 L.Ed. 386; *Plebiscite*; Initiative. Right reserved to the people to adopt or reject any act or measure which has been passed by a legislative body, and which, in most cases, would without action on the part of the electors become a law. *Whitmore v. Carr*, 2 Cal. App.2d 590, 38 P.2d 802, 803. *City of Litchfield v. Hart*, 306 Ill.App. 621, 29 N.E.2d 678, 679.

**REFINANCE.** To finance again or anew. In automobile parlance, signifying that notes executed for the purchase price of an automobile have been negotiated by the original vendor to some corporation dealing in that character of securities. *American Indemnity Co. v. Allen*, for Use and Benefit of Commerce Union Bank, 176 Tenn. 134, 138 S.W.2d 445, 446.

**REFINEMENT.** A term sometimes employed to describe verbiage inserted in a pleading or indictment, over and above what is necessary to be set forth; or an objection to a plea or indictment on the ground of its failing to include such superfluous matter. *State v. Peak*, 130 N.C. 711, 41 S.E. 887.

**REFORM.** To correct, rectify, amend, remodel. Instruments *inter partes* may be *reformed*, when defective, by a court of equity. By this is meant that the court, after ascertaining the real and original intention of the parties to a deed or other instrument, (which intention they failed to sufficiently express, through some error, mistake of

fact, or inadvertence,) will decree that the instrument be held and construed as if it fully and technically expressed that intention. *Churchill v. Meade*, 92 Or. 626, 182 P. 368, 371; *Gross v. Yeskel*, 100 N.J.Eq. 293, 134 A. 737.

See, also, Reformation.

It is to be observed that "reform" is seldom, if ever, used of the correction of defective pleadings, judgments, decrees or other judicial proceedings; "amend" being the proper term for that use. Again, "amend" seems to connote the idea of improving that which may have been well enough before, while "reform" might be considered as properly applicable only to something which before was quite worthless.

**REFORM ACTS.** A name bestowed on the statutes 2 Wm. IV. c. 45, and 30 & 31 Vict. c. 102, passed to amend the representation of the people in England and Wales; which introduced extended amendments into the system of electing members of the house of commons.

**REFORMATION.** Remedy, afforded by courts of equity to the parties, to written instruments which import a legal obligation, to reform or rectify such instruments whenever they fail, through fraud or mutual mistake, to express the real agreement or intention of the parties. *Greenfield v. Aetna Cas. & Sur. Co.*, 75 Ohio App. 122, 61 N.E.2d 226, 229. *Rubinson v. North American Accident Ins. Co. of Chicago, Ill.*, 124 Neb. 269, 246 N.W. 349, 350.

See, also, Reform.

**REFORMATORY.** A place or institution in which efforts are made either to cultivate the intellect or instruct the conscience or improve the conduct where inmates voluntarily submit themselves to its instruction or discipline or are forcibly detained therein. *McKinnon v. Second Judicial District Court in and for Washoe County*, 35 Nev. 494, 130 P. 465, 468.

**REFORMATORY SCHOOLS.** In English law. Schools to which convicted juvenile offenders (under sixteen) may be sent by order of the court before which they are tried, if the offense be punishable with penal servitude or imprisonment, and the sentence be to imprisonment for ten days or more. Wharton.

**REFRESHER.** In English law. A further or additional fee to counsel in a long case, which may be, but is not necessarily, allowed on taxation.

**REFRESHING THE MEMORY.** The act of a witness who consults his documents, memoranda, or books, to bring more distinctly to his recollection the details of past events or transactions, concerning which he is testifying.

**REFUND, n.** That which is refunded. *United States v. Wurts, Pa.*, 58 S.Ct. 637, 639, 303 U.S. 414, 82 L.Ed. 932.

**REFUND, v.** To repay or restore; to return money in restitution or repayment. *Rackliff v. Greenbush*, 93 Me. 99, 44 A. 375. *City of Long Beach v. Lisenby*, 180 Cal. 52, 179 P. 198, 201. *United States v. Wurts, Pa.*, 58 S.Ct. 637, 639, 303 U.S.



414, 82 L.Ed. 932. To fund again or anew; specifically, finance, to borrow, usually by the sale of bonds, in order to pay off an existing loan with the proceeds. Street Improvement Dist. No. 315 v. Arkansas Highway Commission, 190 Ark. 1045, 83 S.W.2d 81, 82.

**REFUND ANNUITY CONTRACT.** A contract by which an insurance company agrees to repay to the annuitant, in installments during his life, amount paid in by him to company, and if at his death there be a balance unpaid, to pay that balance to person designated by annuitant. In re Atkins' Estate, 129 N.J.Eq. 186, 18 A.2d 45, 49.

**REFUNDING BOND.** A bond which replaces or pays off outstanding bond which holder surrenders in exchange for new security. Fore v. Alabama State Bridge Corporation, 242 Ala. 455, 6 So.2d 508, 512. Also a bond given to an executor by a legatee, upon receiving payment of the legacy, conditioned to *refund* the same, or so much of it as may be necessary, if the assets prove deficient.

**REFUNDS.** In the laws of the United States. Sums of money received by the government or its officers which, for any cause, are to be refunded or restored to the parties paying them; such as excessive duties or taxes, duties paid on goods destroyed by accident, duties received on goods which are re-exported, etc.

**REFUSAL.** The act of one who has, by law, a right and power of having or doing something of advantage, and declines it. Also, the declination of a request or demand, or the omission to comply with some requirement of law, as the result of a positive intention to disobey. In the latter sense, the word is often coupled with "neglect," as if a party shall "neglect or refuse" to pay a tax, file an official bond, obey an order of court, etc. But "neglect" signifies a mere omission of a duty, which may happen through inattention, dilatoriness, mistake, or inability to perform, while "refusal" implies the positive denial of an application or command, or at least a mental determination not to comply. U. S. v. Krafft, C.C.A.N.J., 249 F. 919, 925; American Nat. Bank of Ardmore v. National Bank of Claremore, 119 Okl. 149, 249 P. 424, 428.

An option. Hake v. Groff, 232 Mich. 233, 205 N.W. 145, 146.

**REFUSE, v.** To deny, decline, reject. Burns v. Fox, 113 Ind. 206, 14 N.E. 541. Ex parte Yost, D.C.Cal., 55 F.Supp. 768, 772.

"Fail" is distinguished from "refuse" in that "refuse" involves an act of the will, while "fail" may be an act of inevitable necessity. Maestas v. American Metal Co. of New Mexico, 37 N.M. 203, 20 P.2d 924, 928.

**REFUSE, n.** That which is refused or rejected as useless or worthless. Worthless matter, rubbish, scum, leavings. Stern Holding Co. v. O'Connor, 119 N.J.L. 291, 196 A. 432, 433.

**REFUTANTIA.** In old records. An acquittance or acknowledgment of renouncing all future claim. Cowell.

**REG. GEN.** An abbreviation of "*Regula Generalis*," a general rule, (of court.)

**REG. JUD.** An abbreviation of "*Registrum Judiciale*," the register of judicial writs.

**REG. LIB.** An abbreviation of "*Registrarii Liber*," the register's book in chancery, containing all decrees.

**REG. ORIG.** An abbreviation of "*Registrum Originale*," the register of original writs.

**REG. PL.** An abbreviation of "*Regula Placitandi*," rule of pleading.

**REGAL FISH.** Whales and sturgeons, so called in English law, as belonging to the king by prerogative when cast on shore or caught near the coast. 1 Bl. Comm. 290.

**RÉGALE.** In old French law. A payment made to the *seigneur* of a fief, on the election of every bishop or other ecclesiastical feudatory, corresponding with the relief paid by a lay feudatory. Steph. Lect. 235.

**REGALE EPISCOPORUM.** The temporal rights and privileges of a bishop. Cowell.

**REGALIA.** An abbreviation of "*jura regalia*," royal rights, or those rights which a king has by virtue of his prerogative. Hence owners of counties palatine were formerly said to have "*jura regalia*" in their counties as fully as the king in his palace. 1 Bl. Comm. 117. The term is sometimes used in the same sense in the Spanish law. Hart v. Burnett, 15 Cal. 566.

Some writers divide the royal prerogative into *majora* and *minora regalia*, the former including the regal dignity and power, the latter the revenue or fiscal prerogatives of the crown. 1 Bl. Comm. 117.

**REGALIA FACERE.** To do homage or fealty to the sovereign by a bishop when he is invested with the regalia.

**REGALITY.** A territorial jurisdiction in Scotland conferred by the crown. The lands were said to be given *in liberam regalitatem*, and the persons receiving the right were termed "lords of regality." Bell.

**REGARD.** In old English law. Inspection; supervision. Also a reward, fee, or perquisite.

**REGARD, COURT OF.** In forest law. A tribunal held every third year, for the lawing or expeditation of dogs, to prevent them from chasing deer. Cowell.

**REGARD OF THE FOREST.** In old English law. The oversight or inspection of it, or the office and province of the regarder, who is to go through the whole forest, and every bailiwick in it, before the holding of the sessions of the forest, or justice-seat, to see and inquire after trespassers, and for the survey of dogs. Manwood.

## REGARDANT

**REGARDANT.** A term which was applied, in feudal law, to a villein annexed to a manor, and having charge to do all base services within the same, and to see the same freed from all things that might annoy his lord. Such a villein *regardant* was thus opposed to a villein *en gros*, who was transferable by deed from one owner to another. Cowell; 2 Bl. Comm. 93.

**REGARDER OF A FOREST.** An ancient officer of the forest, whose duty it was to take a view of the forest hunts, and to inquire concerning trespasses, offenses, etc. Manwood.

**REGE INCONSULTO.** Lat. In English law. A writ issued from the sovereign to the judges, not to proceed in a cause which may prejudice the crown, until advised. Jenk. Cent. 97.

**REGENCY.** Rule; government; kingship. The man or body of men intrusted with the vicarious government of a kingdom during the minority, absence, insanity, or other disability of the king.

**REGENT.** A governor or ruler. One who vicariously administers the government of a kingdom, in the name of the king, during the latter's minority or other disability.

A master, governor, director, or superintendent of a public institution, particularly a college or university.

In the canon law, it signifies a master or professor of a college. *Dict. du Dr. Can.*

**REGIA DIGNITAS EST INDIVISIBILIS, ET QUÆLIBET ALIA DERIVATIVA DIGNITAS EST SIMILITER INDIVISIBILIS.** 4 Inst. 243. The kingly power is indivisible, and every other derivative power is similarly indivisible.

**REGIA VIA.** Lat. In old English law. The royal way; the king's highway. Co. Litt. 56a.

**REGIAM MAJESTATEM.** A collection of the ancient laws of Scotland. It is said to have been compiled by order of David I., king of Scotland, who reigned from A. D. 1124 to 1153. Hale, Com. Law, 271.

**REGICIDE.** The murder of a sovereign; also the person who commits such murder.

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

**RÉGIME.** In French law. A system of rules or regulations.

**RÉGIME DOTAL.** The *dot*, being the property which the wife brings to the husband as her contribution to the support of the burdens of the marriage, and which may either extend as well to future as to present property, or be expressly con-

finied to the present property of the wife, is subject to certain regulations which are summarized in the phrase "*régime dotal*." The husband has the entire administration during the marriage; but, as a rule, where the *dot* consists of immovables, neither the husband nor the wife, nor both of them together, can either sell or mortgage it. The *dot* is returnable upon the dissolution of the marriage, whether by death or otherwise. Brown.

**RÉGIME EN COMMUNAUTÉ.** The community of interests between husband and wife which arises upon their marriage. It is either (1) legal or (2) conventional, the former existing in the absence of any "agreement" properly so called, and arising from a mere declaration of community; the latter arising from an "agreement," properly so called. Brown.

**REGIMIENTO.** In Spanish law. The body of regidores, who never exceeded twelve, forming a part of the municipal council, or *ayuntamiento*, in every capital of a jurisdiction. 12 Pet. 442, note.

**REGINA.** Lat. The queen.

**REGIO ASSENSU.** A writ whereby the sovereign gives his assent to the election of a bishop. Reg. Orig. 294.

**REGISTER, v.** To record formally and exactly; to enroll; to enter precisely in a list or the like. Los Angeles County v. Craig, 38 Cal.App.2d 58, 100 P.2d 818, 820. To make correspond exactly one with another; to fit correctly in a relative position; to be in correct alignment one with another. Cover v. Schwartz, Cust. & Pat. App., 28 C.C.P.A. 831, 116 F.2d 512, 515.

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

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

**REGISTER IN BANKRUPTCY.** An officer of the courts of bankruptcy, under the earlier acts of congress in that behalf, having substantially the same powers and duties as the "referees in bankruptcy" under the act of 1898 (11 U.S.C.A.). See Referee.

**REGISTER OF DEEDS.** The name given in some states to the officer whose duty is to record deeds, mortgages, and other instruments affecting realty in the official books provided and kept for that purpose; more commonly called "recorder of deeds."

**REGISTER OF LAND OFFICE.** A federal officer appointed for each federal land district, to take charge of the local records and attend to the preliminary matters connected with the sale, pre-emption, or other disposal of the public lands within the district. Rev.St.U.S. § 2234 (43 U.S.C.A. § 72).

**REGISTER OF PATENTS.** A book of patents, directed by St. 15 & 16 Vict. c. 83, § 34, passed in

1852, to be kept at the specification office, for public use. 2 Steph. Comm. 29, note f.

**REGISTER OF SHIPS.** A register kept by the collectors of customs, in which the names, ownership, and other facts relative to merchant vessels are required by law to be entered. This register is evidence of the nationality and privileges of an American ship. The certificate of such registration, given by the collector to the owner or master of the ship, is also called the ship's register. *Rapalje & Lawrence.*

**REGISTER OF THE TREASURY.** An officer of the United States treasury, whose duty is to keep all accounts of the receipt and expenditure of public money and of debts due to or from the United States, to preserve adjusted accounts with vouchers and certificates, to record warrants drawn upon the treasury, to sign and issue government securities, and take charge of the registry of vessels under United States laws. Rev. St.U.S. § 312 (31 U.S.C.A. § 161) and section 313.

**REGISTER OF WILLS.** An officer in some of the states, whose function is to record and preserve all wills admitted to probate, to issue letters testamentary or of administration, to receive and file accounts of executors, etc., and generally to act as the clerk of the probate court.

**REGISTER OF WRITS.** A book preserved in the English court of chancery, in which were entered the various forms of original and judicial writs.

**REGISTERED.** Entered or recorded in some official register or record or list. *State v. McGuire*, 183 Iowa 927, 167 N.W. 592, 594.

**REGISTERED BOND.** The bonds of the United States government (and of many municipal and private corporations) are either registered or "coupon bonds." In the case of a registered bond, the name of the owner or lawful holder is entered in a register or record, and it is not negotiable or transferable except by an entry on the register, and checks or warrants are sent to the registered holder for the successive installments of interest as they fall due. A bond with interest coupons attached is transferable by mere delivery, and the coupons are payable, as due, to the person who shall present them for payment. But the bond issues of many private corporations now provide that the individual bonds "may be registered as to principal," leaving the interest coupons payable to bearer, or that they may be registered as to both principal and interest, at the option of the holder. *Benwell v. New York*, 55 N.J.Eq. 260, 36 A. 668; *Novoprutsky v. Morris Plan Co. of Philadelphia*, 319 Pa. 97, 179 A. 218, 219, 98 A.L.R. 1486.

**REGISTERED TONNAGE.** The registered tonnage of a vessel is the capacity or cubical contents of the ship, or the amount of weight which she will carry, as ascertained in some proper manner and entered on an official register or record. See *Reck v. Phoenix Ins. Co.*, 54 Hun 637, 7 N.Y.S. 492; *Wheaton v. Weston*, D.C.Pa., 128 F. 153.

**REGISTERED TRADE-MARK.** A trade-mark filed in the United States patent office, with the necessary description and other statements required by the act of congress, and there duly recorded, securing its exclusive use to the person causing it to be registered. 15 U.S.C.A. § 1051.

**REGISTERED VOTERS.** In Virginia, this term refers to the persons whose names are placed upon the registration books provided by law as the sole record or memorial of the duly qualified voters of the state. *Chalmers v. Funk*, 76 Va. 719.

**REGISTER'S COURT.** In American law. A court in the state of Pennsylvania which has jurisdiction in matters of probate.

**REGISTRANT.** One who registers; particularly, one who registers anything (*e. g.*, a trade-mark) for the purpose of securing a right or privilege granted by law on condition of such registration.

**REGISTRAR.** An officer who has the custody or keeping of a registry or register. This word is used in England; "register" is more common in America.

**REGISTRAR GENERAL.** In English law. An officer appointed by the crown under the great seal, to whom, subject to such regulations as shall be made by a principal secretary of state, the general superintendence of the whole system of registration of births, deaths, and marriages is intrusted. 3 Steph.Comm. 234.

**REGISTRAR'S LICENSE.** In English law, a license issued by an officer of that name authorizing the solemnization of a marriage without the use of the religious ceremony ordained by the Church of England.

**REGISTRARIUS.** In old English law. A notary; a registrar or register.

**REGISTRATION.** Recording; inserting in an official register; enrollment, as registration of voters; the act of making a list, catalogue, schedule, or register, particularly of an official character, or of making entries therein. In *re Supervisors of Election*, C.C.Del., 1 F. 1.

Any schedule containing a list of voters, the being upon which constitutes a prerequisite to vote.

A method of proof prescribed for ascertaining the electors who shall qualify to cast their votes and being a part of the machinery of elections and safeguards against frauds. *O'Brien v. City of Saratoga Springs*, 228 N.Y.S. 82, 83, 137 Misc. 728.

A special registration as distinguished from a "general registration" is one designed for a particular election which becomes *functus officio* when that election has been had. A general registration is one made up under general rules. *Cowart v. City of Waycross*, 159 Ga. 589, 126 S.E. 476, 479.

**REGISTRATION OF STOCK.** In the practice of corporations. Recording in the official books of the company of the name and address of the holder of each certificate of stock, with the date of its issue, and, in the case of a transfer of stock from one holder to another, the names of both

## REGISTRUM

parties and such other details as will identify the transaction and preserve a memorial or official record of its essential facts. *Fisher v. Jones*, 82 Ala. 117, 3 So. 13.

**REGISTRUM BREVIUM.** The register of writs (*q. v.*).

**REGISTRY.** A register, or book authorized or recognized by law, kept for the recording or registration of facts or documents. The act of recording or writing in the register or depositing in the place of public records. *Schneidau v. New Orleans Land Co.*, 132 La. 264, 61 So. 225, 232.

In commercial law. The registration of a vessel at the custom-house, for the purpose of entitling her to the full privileges of a British or American built vessel. 3 Kent, Comm. 139; *Abb. Shipp.* 58-96.

**REGISTRY OF DEEDS.** The system or organized mode of keeping a public record of deeds, mortgages, and other instruments affecting title to real property. *Castillero v. U. S.*, 2 Black, 109, 17 L.Ed. 360.

**REGIUS PROFESSOR.** A royal professor or reader of lectures founded in the English universities by the king. Henry VIII. founded in each of the universities five professorships, viz., of divinity, Greek, Hebrew, law, and physic. Cowell.

**REGLAMENTO.** In Spanish colonial law. A written instruction given by a competent authority, without the observance of any peculiar form. *Schm. Civil Law, Introd.* 93, note.

**REGNAL YEARS.** Statutes of the British parliament are usually cited by the name and year of the sovereign in whose reign they were enacted, and the successive years of the reign of any king or queen are denominated the "regnal years."

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

**REGNI POPULI.** A name given to the people of Surrey and Sussex, and on the sea-coasts of Hampshire. Blount.

**REGNUM ECCLESIASTICUM.** The ecclesiastical kingdom. 2 Hale, P.C. 324.

**REGNUM NON EST DIVISIBILE.** Co.Litt. 165. The kingdom is not divisible.

**REGRANT.** In the English law of real property, when, after a person has made a grant, the property granted comes back to him, (*e. g.*, by escheat or forfeiture,) and he grants it again, he is said to regrant it. The phrase is chiefly used in the law of copyholds.

**REGRATING.** In old English law. The offense of buying or getting into one's hands at a fair or market any provisions, corn, or other dead victual, with the intention of selling the same again in the same fair or market, or in some other within four miles thereof, at a higher price. The offender was termed a "regrator." 3 Inst. 195.

See *Forsyth Mfg. Co. v. Castlen*, 112 Ga. 199, 37 S.E. 485, 81 Am.St.Rep. 28.

**REGRESS.** Used principally in the phrase "free entry, egress, and regress" but it is also used to signify the reentry of a person who has been dis-seised of land. Co.Litt. 318b.

**REGULA.** Lat. In practice. A rule. *Regula generalis*, a general rule; a standing rule or order of a court. Frequently abbreviated "*Reg. Gen.*"

**REGULA CATONIANA.** In Roman law. The rule of Cato. A rule respecting the validity of dispositions by will. See Dig. 34, 7.

**REGULA EST, JURIS QUIDEM IGNORANTIAM CUIQUE NOCERE, FACTI VERO IGNORANTIAM NON NOCERE.** Cod. 1, 18, 10. It is a rule, that every one is prejudiced by his ignorance of law, but not by his ignorance of fact.

**REGULA PRO LEGE, SI DEFICIT LEX.** In default of the law, the maxim rules.

**REGULÆ GENERALES.** Lat. General rules, which the courts promulgate from time to time for the regulation of their practice.

**REGULAR.** Conformable to law. Steady or uniform in course, practice, or occurrence; not subject to unexplained or irrational variation. *Rooney v. City of Omaha*, 104 Neb. 260, 177 N.W. 166, 167. Made according to rule, duly authorized, formed after uniform type, built or arranged according to established plan, law, or principle. *Merchants' Nat. Bank of Los Angeles v. Continental Nat. Bank of Los Angeles*, 98 Cal.App. 523, 277 P. 354, 361. Antonym of "casual" or "occasional." *Palle v. Industrial Commission*, 79 Utah 47, 7 P.2d 284, 290, 81 A.L.R. 1222.

As to regular "Clergy," "Deposit," "Election," "Indorsement," "Meeting," "Navigation," "Process," "Session," and "Term," see those titles.

**REGULAR AND ESTABLISHED PLACE OF BUSINESS.** Under Judicial Code, § 48 (28 U.S.C. A. §§ 1400, 1694), permitting patent infringement suits to be brought in the district in which defendant committed acts of infringement and has a regular and established place of business, a "regular" place of business is one where business is carried on regularly, and not temporarily, or for some special work or particular transaction, while an "established" place of business must be a permanent place of business, and a "regular and established place of business" is one where the same business in kind, if not in degree, as that done at the home office or principal place of business, is carried on. *Winterbottom v. Casey*, D.C.Mich., 283 F. 518, 521; *Candas v. Agnini*, D.C.N.Y., 14 F. Supp. 21, 22.

A foreign corporation may have a "regular and established place of business" although business therein is merely securing orders and forwarding them to the home office. *Shelton v. Schwartz*, C.C.A.Ill., 131 F.2d 805, 808.

**REGULAR ARMY.** Professional permanent soldiery, those who have chosen the military service

as a career as distinguished from "militiamen". State ex rel. McGaughey v. Grayston, 349 Mo. 700, 163 S.W.2d 335, 340. In another sense. An army which is comprised of soldiers properly organized as legitimate combatants engaged in war, commanded by a person responsible for his subordinates, having a fixed distinctive emblem, carrying arms openly, and conducting their operations in conformance with the laws and customs of war. Case v. Olson, 234 Iowa 869, 14 N.W.2d 717, 720.

**REGULAR COURSE OF BUSINESS.** This phrase within Compensation Acts excluding from their benefits person whose employment is not in regular course of business of employer, refers to habitual or regular occupation that party is engaged in with view of winning livelihood or some gain, excluding incidental or occasional operations arising out of transaction of that business; to normal operations which constitute business. Sgatton v. Mulholland & Gotwals, 290 Pa. 341, 138 A. 855, 857, 58 A.L.R. 1463; Passarelli v. Monacelli, 121 Pa.Super. 32, 183 A. 65, 67.

**REGULAR ON ITS FACE.** Process is "regular on its face" when it proceeds from a court, officer, or body having authority of law to issue process of that nature, and is legal in form and contains nothing to notify or fairly apprise any one that it is issued without authority. Pankewicz v. Jess, 27 Cal.App. 340, 149 P. 997, 998. See, also, Allen v. Cooling, 161 Minn. 10, 200 N.W. 849, 851 (promissory note).

**REGULAR RATE.** At which employee is employed, within Fair Labor Standards Act, means actual hourly rate of pay of employee computed by dividing his actual weekly wage by number of hours customarily worked. Missel v. Overnight Motor Transp. Co., D.C.Md., 40 F.Supp. 174, 180, 183.

**REGULARITER NON VALET PACTUM DE RE MEA NON ALIENANDA.** Co. Litt. 223. It is a rule that a compact not to alienate my property is not binding.

**REGULARLY.** At fixed and certain intervals, regular in point of time. Lamb v. Board of Auditors of Wayne County, 235 Mich. 95, 209 N.W. 195, 196. In accordance with some consistent or periodical rule or practice. Green v. Benedict, 102 Conn. 1, 128 A. 20, 21.

**REGULARS.** Those who profess and follow a certain rule of life, (*regula*,) belong to a religious order, and observe the three approved vows of poverty, chastity, and obedience. Wharton.

**REGULATE.** To fix, establish, or control; to adjust by rule, method, or established mode; to direct by rule or restriction; to subject to governing principles or laws. In re Siracusa, 212 N.Y.S. 400, 403, 125 Misc. 882; Southern R. Co. v. Russell, 133 Va. 292, 112 S.E. 700, 703.

The power of Congress to regulate commerce is the power to enact all appropriate legislation for its protection or advancement; to adopt measures to promote its growth

and insure its safety; to foster, protect, control, and restrain. *Virginian Ry. Co. v. System Federation No. 40, Railway Employees Department of American Federation of Labor, C.C.A.Va., 84 F.2d 641, 650.* It is also power to prescribe rule by which commerce is to be governed, and embraces prohibitory regulations. *United States v. Darby, U.S.Ga., 61 S.Ct. 451, 456, 312 U.S. 100, 657, 85 L.Ed. 609, 132 A.L.R. 1430.*

**REGULATION.** The act of regulating; a rule or order prescribed for management or government; a regulating principle; a precept. *Curless v. Watson, 180 Ind. 86, 102 N.E. 497, 499.* Rule of order prescribed by superior or competent authority relating to action of those under its control. *State v. Miller, 33 N.M. 116, 263 P. 510, 513.*

**REGULATION CHARGE.** Charge exacted for privilege or as condition precedent to carrying on business. *Duff v. Garden City, 122 Kan. 390, 251 P. 1091, 1092.*

**REGULATION OF AN EXECUTIVE DEPARTMENT.** The general rules relating to the subject on which a department acts, made by the head of the department under some act of Congress conferring power to make such regulations, and thereby give to them the force of law. *State ex rel. Kaser v. Leonard, 164 Or. 579, 102 P.2d 197, 202, 129 A.L.R. 1125.*

**REGULUS.** Lat. In Saxon law. A title sometimes given to the earl or *comes*, in old charters. Spelman.

**REHABERE FACIAS SEISINAM.** When a sheriff in the "*habere facias seisinam*" had delivered seisin of more than he ought, this judicial writ lay to make him restore seisin of the excess. *Reg. Jud. 13, 51, 54.*

**REHABILITATE.** To invest or clothe again with some right, authority, or dignity; to restore to a former capacity; to reinstate, to qualify again. *In re Coleman, D.C.Ky., 21 F.Supp. 923, 924, 925.*

In Scotch and French criminal law. To reinstate a criminal in his personal rights which he has lost by a judicial sentence. *Brande.*

**REHABILITATION.** Investing or clothing again with some right, authority, or dignity; restoring to a former capacity; reinstating; qualifying again. *In re Coleman, D.C.Ky., 21 F.Supp. 923, 924, 925.*

French and Scotch criminal law. The reinstatement of a criminal in his personal rights which he has lost by a judicial sentence. *Brande.*

**Of Corporation**

Attempt to conserve and administer assets of insolvent corporation in hope of its eventual return from financial stress to solvency. *In re Title & Mortgage Guarantee Co. of Buffalo, 274 N.Y.S. 270, 152 Misc. 428.* And contemplates continuance of corporate life and activities, and its effort to restore and reinstate corporation to former condition of successful operation and solvency. *New York Title & Mortgage Co. v. Friedman, 276 N.Y.S. 72, 153 Misc. 697.*

## REHABILITATION

### Old English Law

A papal bull or brief for re-enabling a spiritual person to exercise his function, who was formerly disabled; or a *restoring* to a former *ability*. Cowell.

**REHEARING.** Second consideration of cause for sole purpose of calling to court's attention any error, omission, or oversight in first consideration. *Lake v. State*, 100 Fla. 373, 129 So. 827, 829. A retrial of issues and presumes notice to parties entitled thereto and opportunity for them to be heard. *Yee v. State Board of Equalization of California*, 16 Cal.App.2d 417, 60 P.2d 322, 323.

**REI INTERVENTUS.** Lat. Things intervening; that is, things done by one of the parties to a contract, in the faith of its validity, and with the assent of the other party, and which have so affected his situation that the other will not be allowed to repudiate his obligation, although originally it was imperfect. 1 Bell, Comm. 328, 329.

**REI TURPIS NULLUM MANDATUM EST.** The mandate of an immoral thing is void. Dig. 17, 1, 6, 3. A contract of mandate requiring an illegal or immoral act to be done has no legal obligation. Story, Bailm. § 158.

**REIF.** A robbery. Cowell.

**REIMBURSE.** To pay back, to make restoration, to repay that expended; to indemnify, or make whole. *Los Angeles County v. Frisbie*, 19 Cal.2d 634, 122 P.2d 526; *Askay v. Maloney*, 92 Or. 566, 179 P. 899, 901.

**REINSTATE.** To reinstall; to reestablish; to place again in a former state, condition, or office; to restore to a state or position from which the object or person had been removed. *Collins v. U. S.*, 15 Ct.Cl. 22; *Lowry v. Aetna Life Ins. Co.*, Tex.Civ.App., 120 S.W.2d 505, 507.

To reinstate a policy holder or one who has allowed his policy to lapse does not mean new insurance or taking out a new policy, but does mean that the insured has been restored to all the benefits accruing to him under the policy contract, the original policy. *Missouri State Life Ins. Co. v. Jensen*, 139 Okl. 130, 281 P. 561, 562.

**REINSTATE A CASE.** To place case again in same position as before dismissal. *United States v. Green*, C.C.A.Mont., 107 F.2d 19, 22.

**REINSURANCE.** A contract by which an insurer procures a third person to insure him against loss or liability by reason of original insurance. A contract that one insurer makes with another to protect the latter from a risk already assumed. *Vial v. Norwich Union Fire Ins. Society of Norwich, England*, 257 Ill. 355, 100 N.E. 929, 930, 44 L.R.A., N.S., 317, Ann.Cas.1914A, 1141. It binds the reinsurer to pay to the reinsured the whole loss sustained in respect to the subject of the insurance to the extent to which he is reinsured. *Sofia Bros. v. General Reinsurance Corporation*, 274 N.Y.S. 565, 153 Misc. 6. Also the substitution, with the consent of the insured, of a second insurer for the first, so that the original insurer is

released. *People v. American Cent. Ins. Co.*, 179 Mich. 371, 146 N.W. 235, 236.

**REPUBLICÆ INTEREST VOLUNTATES DEFUNCTORUM EFFECTUM SORTIRI.** It concerns the state that the wills of the dead should have their effect.

**REISSUABLE NOTES.** Bank-notes which, after having been once paid, may again be put into circulation.

**REJOIN.** In pleading. To answer a plaintiff's replication in an action at law, by some matter of fact.

**REJOINER.** In common-law pleading. The second pleading on the part of the defendant, being his answer to the plaintiff's replication.

**REJOINING GRATIS.** Rejoining voluntarily, or without being required to do so by a rule to rejoin. When a defendant was under terms to rejoin *gratis*, he had to deliver a rejoinder, without putting the plaintiff to the necessity and expense of obtaining a rule to rejoin. 10 Mees. & W. 12; Lush, Pr. 396; Brown.

**RELATE.** To stand in some relation; to have bearing or concern; to pertain; refer; to bring into association with or connection with; with "to." *City of Mitchell v. Western Public Service Co.*, 124 Neb. 248, 246 N.W. 484, 486; *Siano v. Helvering*, D.C.N.J., 13 F.Supp. 776, 780.

**RELATED.** Standing in relation; connected; allied; akin. *Nowland Realty Co. v. Commissioner of Internal Revenue*, C.C.A.7, 47 F.2d 1018, 1021.

**RELATIO EST FICTIO JURIS ET INTENTA AD UNUM.** Relation is a fiction of law, and intended for one thing. 3 Coke, 28.

**RELATIO SEMPER FIAT UT VALEAT DISPOSITIO.** Reference should always be had in such a manner that a disposition in a will may avail. 6 Coke, 76.

**RELATION.** A relative or kinsman; a person connected by consanguinity. In *re Spier's Estate*, 224 Mich. 658, 195 N.W. 430, 431; *McMenamy v. Kampelmann*, 273 Mo. 450, 200 S.W. 1075, 1077. See, also, *Relative*.

The words "relatives" and "relations," in their primary sense, are broad enough to include any one connected by blood or affinity, even to the remotest degree, but where used in wills, as defining and determining legal succession, are construed to include only those persons who are entitled to share in the estate as next of kin under the statute of distributions. In *re Trickett's Estate*, 197 Cal. 20, 239 P. 406, 409; *Wooten's Trustee v. Hardy*, 221 Ky. 338, 298 S.W. 963, 967.

The connection of two persons, or their situation with respect to each other, who are associated, whether by the law, by their own agreement, or by kinship, in some social status or union for the purposes of domestic life; as the relation of guardian and ward, husband and wife, master and servant, parent and child; so in the phrase "domestic relations."

The doctrine of "relation" is that principle by which an act done at one time is considered by a fiction of law to have been done at some antecedent period. It is usually applied where several proceedings are essential to complete a particular transaction, such as a conveyance or

deed. The last proceeding which consummates the conveyance is held for certain purposes to take effect by relation as of the day when the first proceeding was had. *Knapp v. Alexander-Edgar Lumber Co.*, 237 U.S. 162, 35 S.Ct. 515, 517, 59 L.Ed. 894. And see *U. S. v. Anderson*, 194 U.S. 394, 24 S.Ct. 716, 48 L.Ed. 1035.

A recital, account, narrative of facts; information given. Thus, suits by *quo warranto* are entitled "on the relation of" a private person, who is called the "relator." But in this connection the word seems also to involve the idea of the suggestion, instigation, or instance of the relator.

In the civil law, the report of the facts and law in a pending case, made by the judges to the emperor, for the purpose of obtaining his opinion on the questions of law involved, in the form of an imperial rescript. This proceeding might be resorted to in cases where no law seemed applicable, or where there were great difficulties in its interpretation, until it was abolished by Justinian. Nov. 125.

**RELATION NEVER DEFEATS COLLATERAL ACTS.** 18 Vin.Abr. 292.

**RELATION SHALL NEVER MAKE GOOD A VOID GRANT OR DEVISE OF THE PARTY.** 18 Vin.Abr. 292.

**RELATIONS.** A term which, in its widest sense, includes all the kindred of the person spoken of. 2 Jarm. Wills, 661.

**RELATIVE.** A kinsman; a person connected with another by blood or affinity.

When used generically, includes persons connected by ties of affinity as well as consanguinity, and, when used with a restrictive meaning, refers to those only who are connected by blood. *Appeal of Schutte*, 90 Conn. 529, 97 A. 906, 907.

A person or thing having relation or connection with some other person or thing; as, relative rights, relative powers, *infra*. See also, Relation.

**RELATIVE CONFESSION.** See Confession.

**RELATIVE FACT.** In the law of evidence. A fact having relation to another fact; a minor fact; a circumstance.

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

**RELATIVE RIGHTS.** Those rights of persons which are incident to them as members of society, and standing in various relations to each other. 1 Bl.Comm. 123. Those rights of persons in private life which arise from the civil and domestic relations. 2 Kent, Comm. 1.

**RELATIVE WORDS REFER TO THE NEXT ANTECEDENT, UNLESS THE SENSE BE THEREBY IMPAIRED.** Noy, Max. 4; Wing. Max. 19; Broom, Max. 606; Jenk. Cent. 180.

**RELATIVORUM, COGNITO UNO, COGNOSCITUR ET ALTERUM.** Cro. Jac. 539. Of relatives, one being known, the other is also known.

**RELATOR.** An informer; the person upon whose complaint, or at whose instance certain

writs are issued such as information or writ of *quo warranto*, and who is *quasi* the plaintiff in the proceeding. *State ex inf. Barker v. Duncan*, 265 Mo. 26, 175 S.W. 940, 942, Ann.Cas.1916D, 1.

**RELATRIX.** In practice. A female relator or petitioner.

**RELAXARE.** In old conveyancing. To release. *Relaxavi, relaxasse*, have released. Litt. § 445.

**RELAXATIO.** In old conveyancing. A release; an instrument by which a person relinquishes to another his right in anything.

**RELAXATION.** In old Scotch practice. Letters passing the signet by which a debtor was relaxed [released] from the horn; that is, from personal diligence. Bell.

**RELEASE, v.** To lease again or grant new lease. *Aaron v. Woodcock*, 283 Pa. 33, 128 A. 665, 666, 38 A.L.R. 1251. See Accord and Satisfaction.

**RELEASE, n.** The relinquishment, concession, or giving up of a right, claim, or privilege, by the person in whom it exists or to whom it accrues, to the person against whom it might have been demanded or enforced. *Miller v. Estabrook, C.C.A. W.Va.*, 273 F. 143, 148; *Coopey v. Keady*, 73 Or. 66, 144 P. 99, 101.

In this sense it is a contract and must be supported by lawful and valuable consideration. *Hamilton v. Edmundson*, 235 Ala. 97, 177 So. 743, 746.

A discharge of a debt by act of party, as distinguished from an extinguishment which is a discharge by operation of law, and, in distinguishing release from receipt, "receipt" is evidence that an obligation has been discharged, but "release" is itself a discharge of it. *Glickman v. Weston*, 140 Or. 117, 11 P.2d 281, 284.

An *express* release is one directly made in terms by deed or other suitable means. An *implied* release is one which arises from acts of the creditor or owner, without any express agreement. *Pothier, Obl. nn. 608, 609*. A *release by operation of law* is one which, though not expressly made, the law presumes in consequence of some act of the lessor; for instance, when one of several joint obligors is expressly released, the others are also released by operation of law. 3 Salk. 298; *Rowley v. Stoddard*, 7 Johns., N.Y., 207.

Liberation, discharge, or setting free from restraint or confinement. Thus, a man unlawfully imprisoned may obtain his *release* on *habeas corpus*. *Parker v. U. S.*, 22 Ct.Cl. 100.

The abandonment to (or by) a person called as a witness in a suit of his interest in the subject-matter of the controversy, in order to qualify him to testify, under the common-law rule.

A receipt or certificate given by a ward to the guardian, on the final settlement of the latter's accounts, or by any other beneficiary on the termination of the trust administration, relinquishing all and any further rights, claims, or demands, growing out of the trust or incident to it.

In admiralty actions, when a ship, cargo, or other property has been arrested, the owner may obtain its release by giving bail, or paying the value of the property into court. Upon this being done he obtains a release, which is a kind of

writ under the seal of the court, addressed to the marshal, commanding him to release the property. Sweet.

### **Estates**

The conveyance of a man's interest or right which he hath unto a thing to another that hath the possession thereof or some estate therein. Shep. Touch. 320. The relinquishment of some right or benefit to a person who has already some interest in the tenement, and such interest as qualifies him for receiving or availing himself of the right or benefit so relinquished. Burt. Real Prop. 12; Field v. Columbet, 9 Fed.Cas. 13; Baker v. Woodward, 12 Or. 3, 6 P. 173.

A conveyance of an ulterior interest in lands or tenements to a particular tenant, or of an undivided share to a co-tenant, (the releasee being in either case in privity of estate with the releasor,) or of the right, to a person wrongfully in possession. 1 Steph.Comm. 479.

**Deed of release.** A deed operating by way of release; but more specifically, in those states where deeds of trust are in use instead of common-law mortgages, as a means of pledging real property as security for the payment of a debt, a "deed of release" is a conveyance in fee, executed by the trustee or trustees, to the grantor in the deed of trust, which conveys back to him the legal title to the estate, and which is to be given on satisfactory proof that he has paid the secured debt in full or otherwise complied with the terms of the deed of trust.

**Release by way of enlarging an estate.** A conveyance of the ulterior interest in lands to the particular tenant; as, if there be tenant for life or years, remainder to another in fee, and he in remainder releases all his right to the particular tenant and his heirs, this gives him the estate in fee. 1 Steph.Comm. 480; 2 Bl.Comm. 324.

**Release by way of entry and feoffment.** As if there be two joint disseisors, and the disseisee releases to one of them, he shall be sole seised, and shall keep out his former companion; which is the same in effect as if the disseisee had entered and thereby put an end to the disseisin, and afterwards had enfeoffed one of the disseisors in fee. 2 Bl.Comm. 325.

**Release by way of extinguishment.** As if my tenant for life makes a lease to A. for life, remainder to B. and his heirs, and I release to A., this extinguishes my right to the reversion, and shall inure to the advantage of B.'s remainder, as well as of A.'s particular estate. 2 Bl.Comm. 325.

**Release by way of passing a right.** As if a man be disseised and releaseth to his disseisor all his right, hereby the disseisor acquires a new right, which changes the quality of his estate, and renders that lawful which before was tortious or wrongful. 2 Bl.Comm. 325.

**Release by way of passing an estate.** As, where one of two coparceners releases all her right to the other, this passes the fee-simple of the whole. 2 Bl.Comm. 324, 325.

**Release of dower.** The relinquishment by a married woman of her expectant dower interest or estate in a particular parcel of realty belonging to her husband, as, by joining with him in a conveyance of it to a third person.

**Release to uses.** The conveyance by a deed of release to one party to the use of another is so termed. Thus, when a conveyance of lands was effected, by those instruments of assurance termed a lease and release, from A. to B. and his heirs, to the use of C. and his heirs, in such case C. at once took the whole fee-simple in such lands; B. by the operation of the statute of uses, being made a mere conduit-pipe for conveying the estate to C. Brown.

**RELEASEE.** The person to whom a release is made.

**RELEASER, or RELEASOR.** The maker of a release.

**RELEGATIO.** Lat. A kind of banishment known to the civil law, which differed from "*deportatio*" in leaving to the person his rights of citizenship.

**RELEGATION.** In old English law. Banishment for a time only. Co. Litt. 133.

**RELEVANCY.** Applicability to the issue joined. That quality of evidence which renders it properly applicable in determining the truth and falsity of the matters in issue between the parties to a suit. 1 Greenl.Ev. § 49. Two facts are said to be relevant to each other when so related that according to the common course of events, one either taken by itself or in connection with other facts, proves or renders probable the past, present, or future existence or non-existence of the other. Steph.Dig.Ev. art. 1. Katz v. Delohery Hat Co., 97 Conn. 665, 112 A. 88, 93; Barnett v. State, 104 Ohio St. 298, 135 N.E. 647, 650, 27 A. L.R. 351.

Relevancy is that which conduces to the proof of a pertinent hypothesis; a pertinent hypothesis being one which, if sustained, would logically influence the issue. Whart.Ev. § 20; Hampton v. State, 126 Tex.Cr.R. 211, 70 S.W.2d 1001.

In Scotch law, the relevancy is the justice or sufficiency in law of the allegations of a party. A plea to the relevancy is therefore analogous to the demurrer of the English courts.

A distinction is sometimes taken between "logical" relevancy and "legal" relevancy, the former being judged merely by the standards of ordinary logic or the general laws of reasoning, the latter by the strict and artificial rules of the law with reference to the admissibility of evidence. Hoag v. Wright, 54 N.Y.S. 658, 34 App.Div. 260.

Relevant evidence is such evidence as relates to, or bears directly upon, the point or fact in issue, and proves or has a tendency to prove the proposition alleged; evidence which conduces to prove a pertinent theory in a case. State v. O'Neil, 13 Or. 183, 9 P. 286; Moran v. Abbey, 58 Cal. 163, 168. 1 Whart.Ev. § 20. It does not mean evidence addressed with positive directness to the point but that which according to the common course of events either taken by itself or in connection with other facts, proves or renders probable the past, present or future existence or nonexistence of the other. Seller v. Jenkins, 97 Ind. 430, 438 (quoting Steph.Ev. art. 1, and Best, Principles of Ev. 257, n.). See, also, Relevancy.



Relevancy of evidence does not depend upon the conclusiveness of the testimony offered, but upon its legitimate tendency to establish a controverted fact. *Interstate Commerce Commission v. Baird*, 24 S.Ct. 563, 194 U.S. 25, 48 L.Ed. 860; *State v. Upson*, 162 Minn. 9, 201 N.W. 913, 915.

**RELEVANT.** Applying to the matter in question; affording something to the purpose.

Fact is relevant to another fact when, according to common course of events, existence of one taken alone or in connection with the other fact renders existence of the other certain or more probable. *Gulf, C. & S. F. Ry. Co. v. Downs*, Tex.Civ.App., 70 S.W.2d 318, 322.

In Scotch law, good in law, legally sufficient; as, a "relevant" plea or defense.

**RELEVANT EVIDENCE.** See Evidence.

**RELIABLE.** Trustworthy, worthy of confidence. *Quinn v. Daly*, 300 Ill. 273, 133 N.E. 290, 291.

**RELICT.** The survivor of a pair of married people, whether the survivor is the husband or the wife; it means the relic of the united pair, (or of the marriage union,) not the relic of the deceased individual. *Spitler v. Heeter*, 42 Ohio St. 101.

**RELICTA VERIFICATIONE.** (Lat. his pleading being abandoned). A confession of judgment made after plea pleaded; viz., a *cognovit actionem* accompanied by a withdrawal of the plea.

**RELICION.** An increase of the land by the permanent withdrawal or retrocession of the sea or a river. *Hammond v. Shepard*, 186 Ill. 235, 57 N.E. 867, 78 Am.St.Rep. 274. *Conkey v. Knudsen*, 141 Neb. 517, 4 N.W.2d 290, 295.

**RELIEF.** The assistance or support, pecuniary or otherwise, granted to indigent persons by the proper administrators of the poor-laws.

Also wages paid in cash or in kind for public work because of need. *In re Matruski*, 8 N.Y.S. 2d 471, 480, 169 Misc. 316.

Deliverance from oppression, wrong, or injustice.

In this sense it is used as a general designation of the assistance, redress, or benefit which a complainant seeks at the hands of a court, particularly in equity. It may be thus used of such remedies as specific performance, or the reformation or rescission of a contract; but it does not seem appropriate to the awarding of money damages.

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

**RELIEF ASSOCIATION.** See Railroad Relief Funds.

**RELIEVE.** To give ease, comfort, or consolation to; to give aid, help, or succor to; alleviate, assuage, ease, mitigate; succor, assist, aid, help; support, sustain; lighten, diminish. *Brollier v. Van Alstine*, 236 Mo.App. 1233, 163 S.W.2d 109, 115.

To release from a post, station, or duty; to put another in place of, or to take the place of, in the bearing of any burden, or discharge of any duty. *Kemp v. Stanley*, 204 La. 110, 15 So.2d 1, 11.

In feudal law, to depend; thus, the seigniorship of a tenant *in capite* relieves of the crown, meaning that the tenant holds of the crown. The term is not common in English writers. Sweet.

**RELIGIO SEQUITUR PATREM.** The father's religion is *prima facie* the infant's religion. Religion will follow the father. [1902] 1 Ch. 688.

**RELIGION.** Man's relation to Divinity, to reverence, worship, obedience, and submission to mandates and precepts of supernatural or superior beings. In its broadest sense includes all forms of belief in the existence of superior beings exercising power over human beings by volition, imposing rules of conduct, with future rewards and punishments. *McMasters v. State*, 21 Okl. Cr. 318, 207 P. 566, 568, 29 A.L.R. 292.

One's views of his relations to his Creator and to the obligations they impose of reverence for his being and character, and of obedience to his will. It is often confounded with cultus or form of worship of a particular sect, but is distinguishable from the latter. *People ex rel. Fish v. Sandstrom*, 3 N.Y.S.2d 1006, 1007, 167 Misc. 436.

Bond uniting man to God, and a virtue whose purpose is to render God worship due him as source of all being and principle of all government of things. *Nikulnikoff v. Archbishop, etc., of Russian Orthodox Greek Catholic Church*, 255 N.Y.S. 653, 663, 142 Misc. 894.

As used in constitutional provisions forbidding the "establishment of religion," the term means a particular system of faith and worship recognized and practised by a particular church, sect, or denomination. *Reynolds v. U. S.*, 98 U.S. 149, 25 L. Ed. 244; *Board of Education v. Minor*, 23 Ohio St. 241, 13 Am.Rep. 233

**RELIGION, OFFENSES AGAINST.** In English law. They are thus enumerated by Blackstone: (1) Apostasy; (2) heresy; (3) reviling the ordinances of the church; (4) blasphemy; (5) profane swearing; (6) conjuration or witchcraft; (7) religious imposture; (8) simony; (9) profanation of the Lord's day; (10) drunkenness; (11) lewdness. 4 Bl.Comm. 43.

**RELIGIOUS BOOKS.** Those which tend to promote the religion taught by the Christian dispensation, unless by associated words the meaning is so limited to show that some other form of worship is referred to. *Simpson v. Welcome*, 72 Me. 500, 39 Am.Rep. 349.

**RELIGIOUS FREEDOM.** Within constitution embraces not only the right to worship God according to the dictates of one's conscience, but also the right to do, or forbear to do, any act, for conscience sake, the doing or forbearing of which is not inimical to the peace, good order, and morals of society. *Barnette v. West Virginia State Board of Education*, D.C.W.Va., 47 F.Supp. 251, 253, 254; *Jones v. City of Moultrie*, 196 Ga. 526, 27 S.E.2d 39.

**RELIGIOUS CORPORATION** See Corporation.

## RELIGIOUS

**RELIGIOUS HOUSES.** Places set apart for pious uses; such as monasteries, churches, hospitals, and all other places where charity was extended to the relief of the poor and orphans, or for the use or exercise of religion.

**RELIGIOUS IMPOSTORS.** In English law. Those who falsely pretend an extraordinary commission from heaven, or terrify and abuse the people with false denunciations of judgment; they are punishable with fine, imprisonment, and infamous corporal punishment. 4 Broom & H. Comm. 71.

**RELIGIOUS LIBERTY.** See Liberty.

**RELIGIOUS MEN.** Such as entered into some monastery or convent. In old English deeds, the vendee was often restrained from alienating to "Jews or religious men" lest the lands should fall into mortmain. Religious men were civilly dead. Blount.

**RELIGIOUS SOCIETY.** A body of persons associated together for the purpose of maintaining religious worship. The communicants of a denomination who stately attend services in the church edifice. Fiske v. Beaty, 201 N.Y.S. 441, 444, 206 App.Div. 349.

**RELIGIOUS USE.** See Charitable Uses.

**RELINQUISH.** To abandon, to give up, to surrender, to renounce some right or thing. Masser v. London Operating Co., 106 Fla. 474, 145 So. 79, 84; Roy v. Salisbury, Cal.App., 121 P.2d 109, 117.

**RELINQUISHMENT.** A forsaking, abandoning, renouncing, or giving over a right. Wisconsin-Texas Oil Co. v. Clutter, Tex.Civ.App., 258 S.W. 265, 268.

**RELIQUA.** The remainder or debt which a person finds himself debtor in upon the balancing or liquidation of an account. Hence *reliquary*, the debtor of a *reliqua*; as also a person who only pays piece-meal. Enc.Lond.

**RELIQUES.** Remains; such as the bones, etc., of saints, preserved with great veneration as sacred memorials. They have been forbidden to be used or brought into England. St. 3 Jac. I. c. 26.

**RELOCATIO.** Lat. In the civil law. A renewal of a lease on its determination. It may be either express or tacit; the latter is when the tenant holds over with the knowledge and without objection of the landlord. Mackeld. Rom. Law, § 412.

**RELOCATION.** In Scotch law. A reletting or renewal of a lease; a *tacit relocation* is permitting a tenant to hold over without any new agreement.

In mining law. A new or fresh location of an abandoned or forfeited mining claim by a stranger, or by the original locator when he wishes to change the boundaries or to correct mistakes in the original location.

**REMAINDER.** The remnant of an estate in land, depending upon a particular prior estate created

at the same time and by the same instrument, and limited to arise immediately on the determination of that estate, and not in abridgement of it. 4 Kent, Comm. 197; Bean v. Atkins, 87 Vt. 376, 89 A. 643, 646; Pinnell v. Dowtin, 224 N.C. 493, 31 S.E.2d 467, 469.

An estate limited to take effect and be enjoyed after another estate is determined. As, if a man seised in fee-simple grants lands to A. for twenty years, and, after the determination of the said term, then to B. and his heirs forever, here A. is tenant for years, *remainder* to B. in fee. 2 Bl.Comm. 164.

An estate in reversion is the residue of an estate, usually the fee left in the grantor and his heirs after the determination of a particular estate which he has granted out of it. The rights of the reversioner are the same as those of a vested remainderman in fee. Sayward v. Sayward, 7 Me. 213, 22 Am.Dec. 191; Glenn v. Holt, Tex.Civ.App., 229 S.W. 684, 685.

In wills. The terms rest, residue, and remainder of estate are usually and ordinarily understood as meaning that part of the estate which is left after all of the other provisions of the will have been satisfied. In re Vail's Estate, 223 Iowa 551, 273 N.W. 107, 110.

### Contingent Remainder

An estate in remainder which is limited to take effect either to a dubious and uncertain person, or upon a dubious and uncertain event, by which no present or particular interest passes to the remainder-man, so that the particular estate may chance to be determined and the remainder never take effect. 2 Bl.Comm. 169. A remainder limited so as to depend upon an event or condition which may never happen or be performed, or which may not happen or be performed till after the determination of the preceding estate. Fearnie, Rem. 3; Thompson v. Adams, 205 Ill. 552, 69 N.E. 1; Griswold v. Greer, 18 Ga. 545; Price v. Sisson, 13 N.J. Eq. 168.

### Cross-Remainder

Where land is devised or conveyed to two or more persons as tenants in common, or where different parts of the same land are given to such persons in severalty, with such limitations that, upon the determination of the particular estate of either, his share is to pass to the other, to the entire exclusion of the ultimate remainder-man or reversioner until all the particular estates shall be exhausted, the remainders so limited are called "cross-remainders." In wills, such remainders may arise by implication; but, in deeds, only by express limitation. 2 Bl.Comm. 381; 2 Washb. Real Prop. 233; 1 Prest.Est. 94.

### Executed Remainder

A remainder which vests a present interest in the tenant, though the enjoyment is postponed to the future. 2 Bl.Comm. 168; Fearnie, Rem. 31; Hudson v. Wadsworth, 8 Conn. 359.

### Executory Remainder

A contingent remainder; one which exists where the estate is limited to take effect either to a dubious and uncertain person or upon a dubious and uncertain event. Temple v. Scott, 143 Ill. 290, 32 N.E. 366.

**Vested Remainder**

An estate by which a present interest passes to the party, though to be enjoyed *in futuro*, and by which the estate is invariably fixed to remain to a determinate person after the particular estate has been spent. *Pinnell v. Dowtin*, 224 N.C. 493, 31 S.E.2d 467, 469. One limited to a certain person at a certain time or upon the happening of a necessary event. *Ætna Life Ins. Co. v. Hopin*, 214 F. 928, 933, 131 C.C.A. 224.

**REMAINDER TO A PERSON NOT OF A CAPACITY TO TAKE AT THE TIME OF APPOINTING IT, IS VOID.** *Plowd.* 27.

**REMAINDER VESTED SUBJECT TO BEING DIVESTED.** A remainder given to one person, with proviso that it shall go to another under certain contingencies. In *re Barnes' Estate*, 279 N.Y.S. 117, 155 Misc. 320.

**REMAINDERMAN.** One who is entitled to the remainder of the estate after a particular estate carved out of it has expired. In *re Mawhinney's Will*, 261 N.Y.S. 334, 146 Misc. 30.

**REMAND.** To send back.

**Cause**

The sending the cause back to the same court out of which it came, for purpose of having some action on it there.

**Prisoner**

After a preliminary or partial hearing before a court or magistrate, is to send him back to custody, to be kept until the hearing is resumed or the trial comes on. *Ex parte Chalfant*, 81 W.Va. 93, 93 S.E. 1032, 1033.

When a prisoner is brought before a judge on habeas corpus, for the purpose of obtaining liberty, the judge hears the case, and either discharges him or remands him.

**REMANENT PRO DEFECTU EMPTORUM.** In practice. The return made by the sheriff to a writ of execution when he has not been able to sell the property seized, that the same *remains unsold for want of buyers*.

**REMANENTIA.** In old English law. A remainder. *Spelman*. A perpetuity, or perpetual estate. *Glan. lib. 7, c. 1*.

**REMANET.** A remnant; that which remains. Thus the causes of which the trial is deferred from one term to another, or from one sitting to another, are termed "*remanets*." 1 *Archb.Pr.* 375.

**REMEDIAL.** Affording a remedy; giving the means of obtaining redress. Of the nature of a remedy; intended to remedy wrongs or abuses, abate faults, or supply defects. Pertaining to or affecting the remedy, as distinguished from that which affects or modifies the right.

**REMEDIAL ACTION.** One which is brought to obtain compensation or indemnity. *Cummings v. Board of Education of Oklahoma City*, 190 Okl. 533, 125 P.2d 989, 994.

**REMEDIAL STATUTE.** One that intends to afford a private remedy to a person injured by the wrongful act. That is designed to correct an existing law, redress an existing grievance, or introduce regulations conducive to the public good. In *re School Dist. No. 6, Paris and Wyoming Tps., Kent County*, 284 Mich. 132, 278 N.W. 792, 797; *Bowles v. Trowbridge*, D.C.Cal., 60 F.Supp. 48, 49.

A statute giving a party a mode of remedy for a wrong, where he had none, or a different one, before. 1 *Chit.Bl.* 86, 87, notes; In *re Ungaro's Will*, 88 N.J.Eq. 25, 102 A. 244, 246; *Cherry v. Kennedy*, 144 Tenn. 320, 232 S.W. 661, 662.

The underlying test to be applied in determining whether a statute is penal or remedial is whether it primarily seeks to impose an arbitrary, deterring punishment upon any who might commit a wrong against the public by a violation of the requirements of the statute, or whether the purpose is to measure and define the damages which may accrue to an individual or class of individuals, as just and reasonable compensation for a possible loss having a causal connection with the breach of the legal obligation owing under the statute to such individual or class. *Southern Ry. Co. v. Melton*, 133 Ga. 277, 291, 307, 65 S.E. 665. In *re Engel's Estate*, 250 N.Y.S. 648, 653, 140 Misc. 276. Remedial statutes are those which are made to supply such defects, and abridge such superfluities, in the common law, as arise either from the general imperfection of all human laws, from change of time and circumstances, from the mistakes and unadvised determinations of unlearned (or even learned) judges, or from any other cause whatsoever. 1 *Bl.Comm.* 86; *Falls v. Key*, *Tex.Civ.App.*, 278 S.W. 893, 896; *Columbus Trust Co. v. Upper Hudson Electric & R. Co., Sup.*, 190 N.Y.S. 737, 739. These remedial statutes are themselves divided into *enlarging* statutes, by which the common law is made more comprehensive and extended than it was before, and into *restraining* statutes, by which it is narrowed down to that which is just and proper. A remedial statute is one which not only remedies defects in the common law but defects in civil jurisprudence generally. *M. H. Vestal Co. v. Robertson*, 277 Ill. 425, 115 N.E. 629, 631; *MacDonald v. Hamilton B. Wills & Co.*, 199 App.Div. 203, 191 N.Y.S. 566, 568.

**REMEDIES FOR RIGHTS ARE EVER FAVORABLY EXTENDED.** 18 *Vin.Abr.* 521.

**REMEDY.** The means by which a right is enforced or the violation of a right is prevented, redressed, or compensated. Remedies are of four kinds: (1) By act of the party injured, the principal of which are defense, recaption, distress, entry, abatement, and seizure; (2) by operation of law, as in the case of retainer and remitter; (3) by agreement between the parties, *e. g.*, by accord and satisfaction and arbitration; and (4) by judicial remedy, *e. g.*, action or suit. *Sweet. Berry v. M. F. Donovan & Sons*, 120 Me. 457, 115 A. 250, 252, 25 A.L.R. 1021; *California Prune & Apricot Growers' Ass'n v. Catz American Co.*, C.C.A.Cal., 60 F.2d 788, 790, 85 A.L.R. 1117.

The means employed to enforce a right or redress an injury, as distinguished from right, which is a well founded or acknowledged claim. *Chelentis v. Luckenbach S. S. Co.*, 38 S.Ct. 501, 503, 247 U.S. 372, 62 L.Ed. 1171.

Strictly speaking, "remedy" is no part of the action, but is the result thereof, the object for which the action is presented, the end to which all the litigation is directed. *Mathews v. Sniggs*, 75 Okl. 108, 182 P. 703, 707.

Remedies for the redress of injuries are either public, by indictment, when the injury to the individual or to his property affects the public, or private, when the tort is only injurious to the individual.

## REMEDY

That which relieves or cures a disease, including a medicine or remedial treatment. *United States v. Natura Co.*, D.C.Cal., 250 F. 925, 926.

Also a certain allowance to the master of the mint, for deviation from the standard weight and fineness of coins. *Enc. Lond.*

### Adequate Remedy

See Adequate.

### Civil Remedy

The remedy afforded by law to a private person in the civil courts in so far as his private and individual rights have been injured by a delict or crime; as distinguished from the remedy by criminal prosecution for the injury to the rights of the public.

### Cumulative Remedy

See Cumulative.

### Exclusive Remedy

See Exclusive Remedy.

### Extraordinary Remedy

See Extraordinary.

### Judicial Remedy

See Judicial.

### Legal Remedy

A remedy available, under the particular circumstances of the case, in a court of law, as distinguished from a remedy available only in equity. See *State v. Sneed*, 105 Tenn. 711, 58 S.W. 1070.

### Remedy Over

A person who is primarily liable or responsible, but who, in turn, can demand indemnification from another, who is responsible to him, is said to have a "remedy over." For example, a city, being compelled to pay for injuries caused by a defect in the highway, has a "remedy over" against the person whose act or negligence caused the defect, and such person is said to be "liable over" to the city. 2 *Black*, *Judgm.* § 575.

**REMEMBRANCER.** Of the city of London. Parliamentary solicitor to the corporation, and bound to attend all courts of aldermen and common council when required. *Pull.Laws & Cust.Lond.* 122. See *King's Remembrancer*.

**REMEMBRANCERS.** In English law. Officers of the exchequer, whose duty it is to put in remembrance the lord treasurer and the justices of that court of such things as are to be called and dealt in for the benefit of the crown. *Jacob*.

**RÉMÉRÉ.** In French law. Redemption; right of redemption.

A sale à *rémeré* is a species of conditional sale with right of repurchase. An agreement by which the vendor reserves to himself the right to take back the thing sold on restoring the price paid, with costs and interest. *Duverger*.

**REMISE.** To remit or give up. A formal word in deeds of release and quitclaim; the usual phrase being "remit, release, and forever quitclaim." *American Mortg. Co. v. Hutchinson*, 19 Or. 334, 24 P. 515.

**REMISE DE LA DETTE.** In French law. The release of a debt.

**REMISSION.** In civil law. A release of a debt. It is *conventional*, when it is expressly granted to the debtor by a creditor having a capacity to alienate; or *tacit*, when the creditor voluntarily surrenders to his debtor the original title, under private signature constituting the obligation. *Civ.Code La.* art. 2199. *Hall v. Allen Mfg. Co.*, 133 La. 1079, 63 So. 591, 592.

Forgiveness or condonation of an offense or injury.

At common law. The act by which a forfeiture or penalty is forgiven. *United States v. Morris*, 10 Wheat. 246, 6 L.Ed. 314.

**REMISSIUS IMPERANTI MELIUS PARETUR.** 3 Inst. 233. A man commanding not too strictly is better obeyed.

**REMISSNESS.** The doing of the act in question in a tardy, negligent, or careless manner; but term does not apply to the entire omission or forbearance of the act. *Baldwin v. United States Tel. Co.*, 6 Abb.Prac.N.S., N.Y., 423.

**REMIT.** To send or transmit; as to *remit* money. *Potter v. Morland*, 3 Cush. (Mass.) 388; *Hollowell v. Life Ins. Co.*, 35 S.E. 616, 126 N.C. 398. To send back, as to remit a check. *Colvin v. Acc. Ass'n*, 66 Hun, 543, 21 N.Y.S. 734. To give up; to annul; to relinquish; as to *remit* a fine. *People ex rel. Cropsey v. Court of Special Sessions of City of New York*, 156 N.Y.S. 61, 62, 170 App.Div. 575.

**REMITMENT.** The act of sending back to custody; an annulment. *Wharton*.

**REMITTANCE.** Money sent by one person to another, either in specie, bill of exchange, check, or otherwise.

**REMITTEE.** A person to whom a remittance is made. *Story*, *Bailm.* § 75.

**REMITTER.** The relation back of a later defective title to an earlier valid title. *Remitter* occurs where he who has the true property or *jus proprietatis* in lands, but is out of possession thereof, and has no right to enter without recovering possession in an action, has afterwards the freehold cast upon him by some subsequent and of course defective title. In this case he is *remitted*, or sent back by operation of law, to his ancient and more certain title. 3 *Bl.Comm.* 19.

**REMITTIT DAMNA.** Lat. An entry on the record, by which the plaintiff declares that he remits a part of the damages which have been awarded him.

**REMITTITUR DAMNA.** Lat. In practice. An entry made on record, in cases where a jury has

given greater damages than a plaintiff has declared for, remitting the excess. 2 Tidd, Pr. 896.

**REMITTITUR OF RECORD.** The returning or sending back by a court of appeal of the record and proceedings in a cause, after its decision thereon, to the court whence the appeal came, in order that the cause may be tried anew, (where it is so ordered,) or that judgment may be entered in accordance with the decision on appeal, or execution be issued, or any other necessary action be taken in the court below.

**REMITTOR.** A person who makes a remittance to another.

**REMNANT RULE.** The rule that width of lot, frontage of which is not specified on plat specifying frontage of all other lots in same block, is length of block, minus total width of other lots. Routh v. Williams, 141 Fla. 334, 193 So. 71, 73.

**REMODEL.** To model, shape, form, fashion, afresh, or to recast; to model anew; to reconstruct, to reform, reshape, reconstruct, to make over in a somewhat different way. Board of Com'rs of Guadalupe County v. State, 43 N.M. 409, 94 P.2d 515, 520.

**REMONSTRANCE.** Expostulation; showing of reasons against something proposed; a representation made to a court or legislative body wherein certain persons unite in urging that a contemplated measure be not adopted or passed. Girvin v. Simon, 59 P. 945, 127 Cal. 491; In re Mercer County License Applications, 3 Pa.Co.Ct. R. 45.

**REMOTE.** At a distance; afar off; inconsiderable; slight. Newsome v. Louisville & N. R. Co., 20 Ala.App. 349, 102 So. 61, 64.

**REMOTE CAUSE.** In the law of negligence with respect to injury or accident. A cause which would not according to experience of mankind, lead to the event which happened. Miles v. Southeastern Motor Truck Lines, 295 Ky. 156, 173 S.W.2d 990, 994. One where the effect is uncertain, vague, or indeterminate, and where the effect does not necessarily follow. Jaggars v. Southeastern Greyhound Lines, D.C.Tenn., 34 F.Supp. 667, 669. A cause operating mediately through other causes to produce effect. Newsome v. Louisville & N. R. Co., 20 Ala.App. 349, 102 So. 61, 64. Improbable cause. Fitzgerald v. Pennsylvania R. R., 184 A. 299, 301, 121 Pa.Super. 461; Nashville, C. & St. L. Ry. v. Harrell, 21 Tenn.App. 353, 110 S.W.2d 1032, 1038.

To determine whether a given cause is a "proximate cause" or a "remote cause," it must be determined whether the facts constitute a succession of events, so linked together that they become a natural whole, or whether chain of events is so broken that they become independent, and final result cannot be said to be the natural and probable consequence of the primary cause, the negligence of defendants. Fitzgerald v. Pennsylvania R. R., 121 Pa.Super. 461, 184 A. 299.

**REMOTE DAMAGE.** See Damages.

**REMOTE POSSIBILITY.** In the law of estates, a double possibility, or a limitation dependent on

two or more facts or events both or all of which are contingent and uncertain; as, for example, the limitation of an estate to a given man provided that he shall marry a certain woman and that she shall then die and he shall marry another.

**REMOTENESS.** Want of close connection between a wrong and the injury which prevents the party injured from claiming compensation from the wrongdoer. Wharton.

**REMOTENESS OF EVIDENCE.** When the fact or facts proposed to be established as a foundation from which indirect evidence may be drawn, by way of inference, have not a visible, plain, or necessary connection with the proposition eventually to be proved, such evidence is rejected for "remoteness." See 2 Whart.Ev. § 1226, note.

**REMOTO IMPEDIMENTO, EMERGIT ACTIO.** The impediment being removed, the action rises. When a bar to an action is removed, the action rises up into its original efficacy. Shep.Touch. 150; Wing. 20.

**REMOVAL.** In a broad sense, the transfer of a person or thing from one place to another. Durrett v. Woods, 155 La. 533, 99 So. 430, 431.

As used in statutes relative to removal from state is often limited to such absence from state as amounts to a change of residence. Smithers v. Smithers, 145 La. 752, 82 So. 879, 880.

**REMOVAL FROM OFFICE.** Deprivation of office by act of competent superior officer acting within scope of authority. Attorney General ex rel. O'Hara v. Montgomery, 275 Mich. 504, 267 N. W. 550, 553.

"Suspension" is the temporary forced removal from the exercise of office; "removal" is the dismissal from office. Murley v. Township of Raritan, 117 N.J.L. 357, 188 A. 739, 740.

**REMOVAL OF CAUSES.** The transfer of a cause from one court to another. State ex rel. McNeal v. Avoyelles Parish School Board, 199 La. 859, 7 So.2d 165, 166. Commonly used of the transfer of the jurisdiction and cognizance of an action commenced but not finally determined, with all further proceedings therein, from one trial court to another trial court. More particularly, the transfer of a cause, before trial or final hearing thereof, from a state court to the United States District Court, under the acts of congress in that behalf.

**REMOVAL OF PAUPER.** The actual transfer of a pauper, by order of a court having jurisdiction, from a poor district in which he has no settlement, but upon which he has become a charge, to the district of his domicile or settlement.

**REMOVAL, ORDER OF.** An order of court directing the removal of a pauper from the poor district upon which he has illegally become a charge to the district in which he has his settlement. Also an order made by the court *a quo*, directing the transfer of a cause therein depending, with all future proceedings in such cause, to another court.

## REMOVAL

**REMOVAL TO AVOID TAX.** Within a statute relating to forfeiture, some transfer of the thing involved from some definite place of manufacture, production, origin, or the like to some other place, whereto or wherefrom collection of tax on it might be less easily effected. *U. S. v. One Buick Automobile*, D.C.Cal., 300 F. 584, 588; *U. S. v. Mangano*, C.C.A.Neb., 299 F. 492, 493.

**REMOVAL WITHOUT PROPER CAUSE.** Of persons in the classified civil service, includes a removal for reasons which are insufficient, frivolous, or irrelevant, and a removal grounded upon evidence which to fair-minded persons appears inadequate to justify the conclusion reached but falling short of an exercise of bad faith. *Murray v. Justices of Municipal Court of City of Boston*, 233 Mass. 186, 123 N.E. 682, 683. See "Cause."

**REMOVER.** In practice. A transfer of a suit or cause out of one court into another, which is effected by writ of error, certiorari, and the like. 11 Coke, 41.

**REMOVING CLOUD FROM TITLE.** Acts or proceedings necessary to render title marketable. *Johnston v. Cox*, 114 Fla. 243, 154 So. 206.

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

*A quid pro quo.* If a man gives his services, whatever consideration he gets for giving his services seems to me a remuneration for them. Consequently, I think, if a person was in the receipt of a payment, or in the receipt of a percentage, or any kind of payment which would not be an actual money payment, the amount he would receive annually in respect of this would be "remuneration." 1 Q.B. Div. 663, 664.

**RENANT, or RENIANT.** In old English law. Denying. 32 Hen. VIII. c. 2.

**RENCOUNTER.** A sudden hostile collision, as with an enemy; an unexpected encounter or meeting, as of travelers; a contest or debate; a sudden meeting as opposed to a duel which is deliberate. *Mulligan v. State*, 18 Ga.App. 464, 89 S.E. 541, 544.

**RENDER, v.** To give up; to yield; to return; to surrender. Also to pay or perform; used of rents, services, and the like.

**Render an account.** Is to present it. *Yarborough v. Armour & Co.*, 31 Ala.App. 287, 15 So.2d 281, 283.

**Render judgment.** To pronounce, state, declare, or announce the judgment of the court in a given case or on a given state of facts; not used with reference to judgments by confession, and not synonymous with "entering," "docketing," or "re-cording" the judgment.

The rendition of a judgment is the judicial act of the court in pronouncing the sentence of the law, while the entry of a judgment is a ministerial act, which consists in spreading upon the record a statement of the final conclusion reached by the court in the matter, thus furnishing external and incontestable evidence of the sentence given and designed to stand as a perpetual memorial of its action. *Schuster v. Rader*, 13 Colo. 329, 22 P. 505; *Farmers' State Bank v. Bales*, 64 Neb. 870, 90 N.W. 945; *Winstead v. Evans*, Tex.Civ.App., 33 S.W. 580; *Welch v. Kroger Grocery Co.*, 177 So. 41, 42, 180 Miss. 89.

**Render verdict.** To agree on and to report the verdict in due form. *S. W. Little Coal Co. v. O'Brien*, 63 Ind.App. 504, 113 N.E. 465, 470. To return the written verdict into court and hand it to the trial judge. *Kramm v. Stockton Electric R. Co.*, 22 Cal.App. 737, 136 P. 523, 533.

**RENDER, n.** In feudal law, used in connection with rents and heriots. Goods subject to rent or heriot-service were said to lie in *render*, when the lord might not only seize the identical goods, but might also distrain for them. Cowell.

**RENDEZVOUS.** Fr. A place appointed for meeting. Especially used of places appointed for the assembling of troops, the coming together of the ships of a fleet, or the meeting of vessels and their convoy.

**RENEGADE.** One who has changed his profession of faith or opinion; one who has deserted his church or party.

**RENEW.** To make new again; to restore to freshness; to make new spiritually; to regenerate; to begin again; to recommence; to resume; to restore to existence; to revive; to re-establish; to recreate; to replace; to grant or obtain an extension of. *Rayburn v. Guntersville Realty Co.*, 228 Ala. 662, 154 So. 812, 93 A.L.R. 1055; *F. Chafee's Sons v. Blanchard's Estate*, 105 Vt. 389, 165 A. 912, 913.

**RENEWAL.** The act of renewing or reviving. A revival or rehabilitation of an expiring subject; that which is made anew or re-established; in law, meaning an obligation on which time of payment is extended; the substitution of a new right or obligation for another of the same nature, a change of something old to something new; to grant or obtain extension of, to continue in force for a fresh period; as commonly used with reference to notes and bonds importing a postponement of maturity of obligations dealt with; an extension of time in which that obligation may be discharged; an obligation being "renewed" when the same obligation is carried forward by the new paper or undertaking, whatever it may be. *Campbell River Timber Co. v. Vierhus*, C.C.A.Wash., 86 F.2d 673, 675, 108 A.L.R. 763.

There is clear distinction between stipulation to "renew" lease for additional term and one to "extend." In that stipulation to renew requires making of new lease, while one to extend does not. *Sanders v. Wender*, 205 Ky. 422, 265 S.W. 939, 941.

**RENOUNCE.** To make an affirmative declaration of abandonment. *Continental Bank & Trust Co. of New York v. Fulton Realty Co.*, 10 N.J.Misc. 1105, 162 A. 560, 563. To reject; cast off; repudiate; disclaim; forsake; abandon; divest one's self of a right, power, or privilege. Usually it implies an affirmative act of disclaimer or disavowal.

**RENOUNCING PROBATE.** In English practice. Refusing to take upon one's self the office of executor or executrix. Refusing to take out probate under a will wherein one has been appointed executor or executrix. *Holthouse*.

**RENOVARE.** Lat. In old English law. To renew. *Annuatim renovare*, to renew annually. A phrase applied to profits which are taken and the product renewed again. Amb. 131.

**RENT.** Consideration paid for use or occupation of property. *Whiting Paper Co. v. Holyoke Water Power Co.*, 276 Mass. 542, 177 N.E. 574, 575. Compensation or return of value given at stated times for the possession of lands and tenements corporeal. A sum of money or other consideration, issuing yearly out of lands and tenements corporeal; something which a tenant renders out of the profits of the land which he enjoys; a compensation or return, being in the nature of an acknowledgment or recompense given for the possession of some corporeal inheritance. 2 Bl.Comm. 41; *In re Perlmutter's Will*, 282 N.Y.S. 282, 156 Misc. 571.

Also the payment of royalty under a mineral lease. *Robinson v. Horton*, 197 La. 919, 2 So.2d 647, 649; *Miller v. Carr*, 137 Fla. 114, 188 So. 103, 106, 107.

In Louisiana. The contract of *rent of lands* is a contract by which one of the parties conveys and cedes to the other a tract of land, or any other immovable property, and stipulates that the latter shall hold it as owner, but reserving to the former an annual rent of a certain sum of money, or of a certain quantity of fruits, which the other party binds himself to pay him. It is of the essence of this conveyance that it be made in perpetuity. If it be made for a limited time, it is a lease. Civ.Code La. arts. 2779, 2780.

As used in Emergency Price Control Act authorizing recovery of either \$50 or treble damages for overcharge of rent, means each separate payment made by tenant to landlord at a specified time for use of landlord's premises, and does not mean a single right to all the payments made on a series of occasions in return for a continuous estate conveyed by landlord. Emergency Price Control Act of 1942, § 205(e), 50 U.S.C.A. Appendix § 925(e). *Gilbert v. Thierry*, D.C.Mass., 58 F. Supp. 235, 240.

**Fair rent.** See Fair Rent.

**Fee farm rent.** A rent charge issuing out of an estate in fee; a perpetual rent reserved on a conveyance of land in fee simple.

**Ground rent.** See Ground.

**Quit rent.** Certain established rents of the freeholders and ancient copyholders of manors were so called, because by their payment the tenant was free and "quit" of all other services.

**Rack rent.** A rent of the full annual value of the tenement or near it. 2 Bl.Comm. 43.

**Rent-charge.** This arises where the owner of the rent has no future interest or reversion in the land. It is usually created by deed or will, and is accompanied with powers of distress and entry.

**Rent-roll.** A list of rents payable to a particular person or public body.

**Rent seek.** Barren rent; a rent reserved by deed, but without any clause of distress. 2 Bl.

Comm. 42; 3 Kent, Comm. 461. *Kavanaugh v. Cohoes Power & Light Corporation*, 114 Misc. 590, 187 N.Y.S. 216, 232.

**Rent-service.** This consisted of fealty, together with a certain rent, and was the only kind of rent originally known to the common law. It was so called because it was given as a compensation for the services to which the land was originally liable. Brown.

**Rents of assize.** The certain and determined rents of the freeholders and ancient copyholders of manors. Apparently so called because they were assized or made certain, and so distinguished from a *redditus mobilis*, which was a variable or fluctuating rent. 3 Cruise, Dig. 314; Brown.

**Rents resolute.** Rents anciently payable to the crown from the lands of abbeys and religious houses; and after their dissolution, notwithstanding that the lands were demised to others, yet the rents were still reserved and made payable again to the crown. Cowell.

**RENT MUST BE RESERVED TO HIM FROM WHOM THE STATE OF THE LAND MOVETH.** Co.Litt. 143.

**RENTAGE.** Rent.

**RENTAL.** (Said to be corrupted from "rent-roll.") In English law. A roll on which the rents of a manor are registered or set down, and by which the lord's bailiff collects the same. It contains the lands and tenements let to each tenant, the names of the tenants, and other particulars. *Cunningham; Holthouse.*

Payment received periodically for the use of property; rent. *Friedbar Realty Corporation v. Sanford*, 119 Misc. 621, 198 N.Y.S. 38, 39.

**Net Rental**

When used with reference to real property, means a rental over and above all expenses. *Perkins v. Kirby*, 39 R.I. 343, 97 A. 884, 887.

**Rental Bolls**

In Scotch law. When the tithes (tiends) have been liquidated and settled for so many bolls of corn yearly. Bell.

**Rental-Rights**

In English law. A species of lease usually granted at a low rent and for life. Tenants under such leases were called "rentalers" or "kindly tenants."

**Rental Value**

The value of land for use for purpose for which it is adapted in the hands of a prudent occupant. *In re Acquiring Lands for an Alley*, 147 Minn. 211, 179 N.W. 907, 909. Fair rental value of land, but not the conjectural or probable profits thereof. *Maddox v. Yocum*, 109 Ind.App. 416, 31 N.E.2d 652, 655.

## RENTE

**RENTE.** In French law. The annual return which represents the revenue of a capital or of an immovable alienated. The constitution of *rente* is a contract by which one of the parties lends to the other a capital which he agrees not to recall, in consideration of the borrower's paying an annual interest. It is this interest which is called "*rente*." Duverger. The word is therefore nearly synonymous with the English "annuity."

**RENTE FONCIÈRE.** A rent which issues out of land, and it is of its essence that it be perpetual, for, if it be made but for a limited time, it is a lease. It may, however, be extinguished. Civ. Code La. art. 2780.

**RENTE VIAGÈRE.** That species of *rente*, the duration of which depends upon the contingency of the death of one or more persons indicated in the contract. The uncertainty of the time at which such death may happen causes the *rente viagère* to be included in the number of aleatory contracts. Duverger. Civ.Code La. art. 2793 defines the contract of annuity as that by which one party delivers to another a sum of money, and agrees not to reclaim it so long as the receiver pays the rent agreed upon.

**RENTES.** In French law. Government funds. Wharton.

**RENTIER.** In French law. A fundholder, a person having an income from personal property. Wharton.

**RENTS, ISSUES AND PROFITS.** The profits arising from property generally. Rents collected by party in possession, the net profits. Phrase does not apply to rental value or value of use and occupation. *People v. Gustafson*, 53 Cal.App.2d 230, 127 P.2d 627, 632.

**RENUNCIATION.** The act by which a person abandons a right acquired without transferring it to another. *McCormick v. Engstrom*, 119 Kan. 698, 241 P. 685, 688.

Under the Negotiable Instruments Law the unilateral act of the holder, usually, without consideration, whereby he expresses the intention of abandoning his rights on the instrument or against one or more parties thereto. *McGlynn v. Granstrom*, 169 Minn. 164, 210 N.W. 892, 893. See *Renounce*.

**RENVOL.** The act of a state in summarily reconducting foreign vagabonds, criminals, etc., to the frontiers of their own state. A doctrine under which the court in resorting to a foreign law adopts the rules of the foreign law as to conflict of laws, which rules may in turn refer the court back to the law of the forum. 31 Harvard Law Rev. 523, 27 Yale Law Journal 509 and *In re Tallmadge*, 109 Misc. 696, 181 N.Y.S. 336, 341. Also the rule that, in a suit by a nonresident upon a cause arising locally, his capacity to sue is determined by looking to law of his domicile rather than to local law. *Gray v. Gray*, 87 N.H. 82, 174 A. 508, 511, 94 A.L.R. 1404.

**REO ABSENTE.** Lat. The defendant being absent; in the absence of the defendant.

**REOPENING A CASE.** Is to permit the introduction of new evidence and, practically to permit a new trial.

**REORGANIZATION.** Act or process of organizing again or anew. *People ex rel. Barrett v. Halsted Street State Bank*, 295 Ill.App. 193, 14 N.E.2d 872, 876.

As applied to corporations. The carrying out, by proper agreements and legal proceedings, of a business plan for winding up the affairs of or foreclosing a mortgage or mortgages upon the property of, insolvent corporations, more frequently railroad companies. It is usually accomplished by the judicial sale of the corporate property and franchises, and the formation by the purchasers of a new corporation. The property and franchises are thereupon vested in the new corporation and its stock and bonds are divided among such of the parties interested in the old company as are parties to the reorganization plan.

In reorganization of corporation, substantially all assets of old corporation are transferred to new, and stockholders hold same proportion of stock in new corporation. *Hurst v. D. P. Davis Properties*, C.C.A.Fla., 69 F.2d 333, 335.

**REPAIR.** To mend, remedy, restore, renovate, to restore to a sound or good state after decay, injury, dilapidation, or partial destruction. *Mozingo v. Wellsburg Electric Light, Heat & Power Co.*, 131 S.E. 717, 718, 101 W.Va. 79; *Board of Education of Hancock County v. Moorehead*, 105 Ohio St. 237, 136 N.E. 913, 914; *Weiss v. Mitchell*, Tex. Civ.App., 58 S.W.2d 165, 166.

The word "repair" contemplates an existing structure or thing which has become imperfect, and means to supply in the original existing structure that which is lost or destroyed, and thereby restore it to the condition in which it originally existed, as near as may be. *Childers v. Speer*, 63 Ga.App. 848, 12 S.E.2d 439, 440.

**REPAIRS.** Restoration to soundness; reparation; work done to property to keep it in good order.

**Necessary repairs.** For which the master of a ship may lawfully bind the owner are such as are reasonably fit and proper for the ship under the circumstances, and not merely such as are absolutely indispensable for the safety of the ship or the accomplishment of the voyage. *The Fortitude*, 3 Sumn. 327, F.Cas.No.4,953; *Webster v. Seekamp*, 4 Barn. & Ald. 352.

**REPARATION.** The redress of an injury; amends for a wrong inflicted. *Jablonowski v. Modern Cap Mfg. Co.*, 312 Mo. 173, 279 S.W. 89, 95.

**REPARATIONE FACIENDA.** For making repairs. The name of an old writ which lay in various cases; as if, for instance, there were three tenants in common of a mill or house which had fallen into decay, and one of the three was willing to repair it, and the other two not; in such case the party who was willing to repair might have this writ against the others. *Cowell; Fitzh.Nat. Brev.* 127.



**REPARTIAMENTO.** In Spanish law, a judicial proceeding for the partition of property held in common. *Steinbach v. Moore*, 30 Cal. 505.

**REPATRIATION.** The regaining nationality after expatriation.

**REPAVE.** In reference to a street improvement relates generally to a new pavement, either of the same or different material, for the full width of the street theretofore similarly improved, or for some defined section thereof. *Cleveland Ry. Co. v. City of Cleveland*, 97 Ohio St. 122, 119 N.E. 202, 203.

**REPAY.** To pay back; refund; restore; return. *Harlan Coal & Land Co. v. King Harlan Mining Co.*, 192 Ky. 111, 232 S.W. 650, 654.

**REPEAL.** The abrogation or annulling of a previously existing law by the enactment of a subsequent statute which declares that the former law shall be revoked and abrogated, (which is called "express" repeal), or which contains provisions so contrary to or irreconcilable with those of the earlier law that only one of the two statutes can stand in force, (called "implied" repeal.) *Oakland Pav. Co. v. Hilton*, 69 Cal. 479, 11 P. 3; *Pacific Milling & Elevator Co. v. City of Portland*, 65 Or. 349, 133 P. 72, 78, 46 L.R.A., N.S., 363. For "Express Repeal", see that title.

"Repeal" of a law means its complete abrogation by the enactment of a subsequent statute, whereas the "amendment" of a statute means an alteration in the law already existing, leaving some part of the original still standing. *State ex inf. Crain ex rel. Peebles v. Moore*, 339 Mo. 492, 99 S.W.2d 17, 19.

**REPEATERS.** Persons who commit crime and are sentenced, and then commit another and are sentenced again. *Opolich v. Fluckey*, D.C.Ga., 47 F.2d 950.

**REPELLITUR A SACRAMENTO INFAMIS.** An infamous person is repelled or prevented from taking an oath. *Co.Litt.* 158; *Bract.* fol. 185.

**REPELLITUR EXCEPTIONE CEDENDARUM ACTIONUM.** He is defeated by the plea that the actions have been assigned. *Cheesebrough v. Millard*, 1 Johns.Ch. (N.Y.) 409, 414.

**REPERTORY.** In French law. The inventory or minutes which notaries make of all contracts which take place before them. *Merl. Repert.*

**REPETITION.** In the civil law. A demand or action for the restoration of money paid under mistake, or goods delivered by mistake or on an unperfected condition. *Dig.* 12, 6. See *Solutio Indebiti*.

In Scotch law. The act of reading over a witness' deposition, in order that he may adhere to it or correct it at his choice. The same as *recolement* (q. v.) in the French law. 2 *Benth.Jud.Ev.* 239.

**REPETITUM NAMIUM.** A repeated, second, or reciprocal distress; withernam. 3 *Bl.Comm.* 148.

**REPETUNDÆ, or PECUNIÆ REPETUNDÆ.** In Roman law. The terms used to designate such

sums of money as the *socii* of the Roman state, or individuals, claimed to recover from *magistratus, iudices, or publici curatores*, which they had improperly taken or received in the *provincia*, or in the *urbs Roma*, either in the discharge of their *jurisdictio*, or in their capacity of *iudices*, or in respect of any other public function. Sometimes the word "*repetundæ*" was used to express the illegal act for which compensation was sought. *Wharton*.

**REPETUNDARUM CRIMEN.** In Roman law. The crime of bribery or extortion in a magistrate, or person in any public office. *Calvin*.

**REPLACE.** To place again, to restore to a former condition. *Illinois Cent. R. Co. v. Franklin County*, 387 Ill. 301, 56 N.E.2d 775, 779.

**REPLEAD.** To plead anew; to file new pleadings.

**REPLEADER.** When, after issue has been joined in an action, and a verdict given thereon, the pleading is found (on examination) to have miscarried and failed to effect its proper object, viz., of raising an apt and material question between the parties, the court will, on motion of the unsuccessful party, award a *repleader*; that is, will order the parties to plead *de novo* for the purpose of obtaining a better issue. *Brown*.

#### Judgment of Repleader

A judgment allowed by the court to do justice between the parties where defect is in form or manner of stating the right, and the issue joined is on an immaterial point, so that court cannot tell for whom to give judgment. 1 *Chit.Pl.* 687, 688. On the award of a repleader, the parties must recommence their pleadings at the point where the immaterial issue originated. This judgment is interlocutory, *quod partes replacitent*.

**REPLEGIARE.** To replevy; to redeem a thing detained or taken by another by putting in legal sureties.

**REPLEGIARE DE AVERIIS.** Replevin of cattle. A writ brought by one whose cattle were distrained, or put in the pound, upon any cause by another, upon surety given to the sheriff to prosecute or answer the action in law. *Cowell*.

**REPLEGIARI FACIAS.** You cause to be replevied. In old English law. The original writ in the action of replevin; superseded by the statute of *Marlbridge*, c. 21. 3 *Bl.Comm.* 146.

**REPLETION.** In canon law. Where the revenue of a benefice is sufficient to fill or occupy the whole right or title of the graduate who holds it. *Wharton*.

**REPLEVIABLE, or REPLEVISABLE.** Property is said to be repleviable or replevisable when proceedings in replevin may be resorted to for the purpose of trying the right to such property.

**REPLEVIN.** A personal action *ex delicto* brought to recover possession of goods unlawfully taken, (generally, but not only, applicable to the taking

## REPLEVIN

of goods distrained for rent,) the validity of which taking it is the mode of contesting, if the party from whom the goods were taken wishes to have them back *in specie*, whereas, if he prefer to have damages instead, the validity may be contested by action of trespass or unlawful distress. The word means a redelivery to the owner of the pledge or thing taken in distress. Wharton; Sinnott v. Feiock, 165 N.Y. 444, 59 N.E. 265, 53 L.R.A. 565, 80 Am.St.Rep. 736; Healey v. Humphrey, 81 F. 990, 27 C.C.A. 39. A local action to be brought where property is taken or where property is detained, unless statute regulates matter. Miles v. Securities Inv. Co., 171 Tenn. 417, 104 S.W.2d 823. A possessory action, and a plaintiff cannot recover on the weakness of defendant's title, but must recover on the strength of his own title. Hannibal Inv. Co. v. Schmidt, Mo.App., 113 S.W.2d 1048, 1052. Cardinal question in a replevin action is plaintiff's right to immediate possession of the property at the commencement of the action. Warren v. Driscoll, 178 Minn. 344, 227 N.W. 199, 200.

### Personal Replevin

A species of action to replevy a man out of prison or out of the custody of any private person. It took the place of the old writ *de homine replegiando*; but, as a means of examining into the legality of an imprisonment, it is now superseded by the writ of *habeas corpus*.

### Replevin Bond

A bond executed to indemnify the officer who executed a writ of replevin and to indemnify the defendant or person from whose custody the property was taken for such damages as he may sustain. Imel v. Van Deren, 8 Colo. 90, 5 P. 803.

**REPLEVISH.** In old English law. To let one to mainprise upon surety. Cowell.

**REPLEVISOR.** The plaintiff in an action of replevin.

**REPLEVY.** In reference to the action of replevin, to redeliver goods which have been distrained, to the original possessor of them, on his pledging or giving security to prosecute an action against the distrainer for the purpose of trying the legality of the distress. Also the bailing or liberating a man from prison on his finding bail to answer for his forthcoming at a future time. Brown.

**REPLIANT, or REPLICANT.** A litigant who replies or files or delivers a replication.

**REPLICARE.** Lat. In the civil law and old English pleading. To reply; to answer a defendant's plea.

**REPLICATIO.** Lat. In the civil law and old English pleading. The plaintiff's answer to the defendant's exception or plea; corresponding with and giving name to the *replication* in modern pleading. Inst. 4, 14, pr.

**REPLICATION.** In pleading. A reply made by the plaintiff in an action to the defendant's plea, or in a suit in chancery to the defendant's answer.

### General and Special

In equity practice, a general replication is a general denial of the truth of defendant's plea or answer, and of the sufficiency of the matter alleged in it to bar the plaintiff's suit, and an assertion of the truth and sufficiency of the bill. A special replication is occasioned by the defendant's introducing new matter into his plea or answer, which makes it necessary for the plaintiff to put in issue some additional fact on his part in avoidance of such new matter. James v. Lawson, 103 W.Va. 165, 136 S.E. 851, 853.

**REPLY.** In its general sense, that what the plaintiff, petitioner, or other person who has instituted a proceeding says in answer to the defendant's case. Sweet. Its office is to join issue or avoid new matter in answer, and not to aid complaint by supplying omission or adding new ground of relief. Teisinger v. Hardy, 91 Mont. 9, 5 P.2d 219, 220.

**On trial or argument.** When a case is tried or argued in court, the speech or argument of the plaintiff in answer to that of the defendant. Under the practice of the chancery and common-law courts, to reply is to file or deliver a replication, (*q. v.*). Under codes of reformed procedure, the name of the pleading which corresponds to "replication" in common-law or equity practice.

**Frivolous or sham reply.** For the distinction between these two kinds of replies, see Frivolous.

**REPONE.** In Scotch practice. To replace; to restore to a former state or right. 2 Alis. Crim. Pr. 351.

**REPORT.** An official or formal statement of facts or proceedings.

The formal statement in writing made to a court by a master in chancery, a clerk, or referee, as the result of his inquiries into some matter referred to him by the court.

A "report" of a public official is distinguished from a "return" of such official, in that "return" is typically concerned with something done or observed by officer, while "report" embodies result of officer's investigation not originally occurring within his personal knowledge. E. K. Hardison Seed Co. v. Jones, C.C.A.6, 149 F.2d 252, 257.

The name is also applied (usually in the plural) to the published volumes, appearing periodically, containing accounts of the various cases argued and determined in the courts with the decisions thereon.

Lord Coke defines "report" to be "a public relation, or a bringing again to memory cases judicially argued, debated, resolved, or adjudged in any of the king's courts of justice, together with such causes and reasons as were delivered by the judges of the same." Co.Litt. 293.

**REPORT FOR INDUCTION.** Within the Selective Service Act, to present one's self not only at the appointed place but also in readiness to go through the process which constitutes induction into the army. Selective Training and Service Act

of 1940, 50 U.S.C.A. Appendix § 301 et seq. Smith v. U. S., C.C.A.S.C., 148 F.2d 288, 290.

**REPORT OF LEGISLATIVE COMMITTEE.**

That communication which the chairman of the committee makes to the house at the close of the investigation upon which it has been engaged. Brown.

**REPORT OFFICE.** A department of the English court of chancery. The suitors' account there is discontinued by the 15 & 16 Vict. c. 87, § 36.

**REPORTER.** A person who reports the decisions upon questions of law in the cases adjudged in the several courts of law and equity. Wharton.

**REPORTS, THE.** The name given, *par excellence*, to Lord Coke's Reports, from 14 Eliz. to 13 Jac. I., which are cited as "Rep." or "Coke." They are divided into thirteen parts, and the modern editions are in six volumes, including the index.

**REPOSITION OF THE FOREST.** In old English law. An act whereby certain forest grounds, being made *purlieu* upon view, were by a second view laid to the forest again, put back into the forest. Manwood; Cowell.

**REPOSITORY.** A storehouse or place where-in things are kept; a warehouse. Cro.Car. 555.

**REPRESENT.** To appear in the character of; personate; to exhibit; to expose before the eyes. To represent a thing is to produce it publicly. Dig. 10, 4, 2, 3; In re Matthews, 57 Idaho, 75, 62 P.2d 578, 580, 111 A.L.R. 13. To represent a person is to stand in his place; to supply his place; to act as his substitute. Plummer v. Brown, 64 Cal. 429, 1 P. 703; Seibert v. Dunn, 216 N.Y. 237, 110 N.E. 447, 449.

**REPRESENTATION.** Any conduct capable of being turned into a statement of fact. Scandrett v. Greenhouse, 244 Wis. 108, 11 N.W.2d 510, 512.

**Contracts**

A statement express or implied made by one of two contracting parties to the other, before or at the time of making the contract, in regard to some past or existing fact, circumstance, or state of facts pertinent to the contract, which is influential in bringing about the agreement. *Fernandina Shipbuilding & Dry Dock Co. v. Peter's*, D.C. Fla., 283 F. 621, 627; *Kiser v. Richardson*, 91 Kan. 812, 139 P. 373, Ann.Cas.1915D, 539.

**Insurance**

A collateral statement, either by writing not inserted in the policy or by parol, of such facts or circumstances, relative to the proposed adventure, as are necessary to be communicated to the underwriters, to enable them to form a just estimate of the risks. 1 Marsh.Ins. 450; *Myers v. Mutual Life Ins. Co. of New York*, 83 W.Va. 390, 98 S.E. 424, 426. The allegation of any facts, by the applicant to the insurer, or *vice versa*, preliminary to making the contract, and directly

bearing upon it, having a plain and evident tendency to induce the making of the policy. The statements may or may not be in writing, and may be either express or by obvious implication. *Augusta Insurance & Banking Co. of Georgia v. Abbott*, 12 Md. 348.

In relation to the contract of insurance, there is an important distinction between a representation and a warranty. The former, which precedes the contract of insurance, and is no part of it, need be only materially true; the latter is a part of the contract, and must be exactly and literally fulfilled, or else the contract is broken and inoperative. *Glendale Woolen Co. v. Protection Ins. Co.*, 21 Conn. 19, 54 Am.Dec. 309.

**Law of Distribution and Descent**

The principle upon which the issue of a deceased person take or inherit the share of an estate which their immediate ancestor would have taken or inherited, if living; the taking or inheriting *per stirpes*. 2 Bl.Comm. 217, 517; In re *Pater-son's Estate*, Cal.App., 76 P.2d 138, 143.

**Scotch Law**

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

**General**

**False representation.** See False Representation.

**Material representation.** In life insurance. One that would influence a prudent insurer in determining whether or not to accept the risk, or in fixing the amount of the premium in the event of such acceptance. *Empire Life Ins. Co. v. Jones*, 14 Ga.App. 647, 82 S.E. 62, 66. *Columbia-Knick-erbocker Trust Co. v. Abbot*, C.C.A.Mass., 247 F. 833, 857.

**Misrepresentation.** An intentional false statement respecting a matter of fact, made by one of the parties to a contract, which is material to the contract and influential in producing it.

**Promissory representation.** A term used chiefly in insurance, and meaning a representation made by the assured concerning what is to happen during the term of the insurance, stated as a matter of expectation or even of contract, and amounting to a promise to be performed after the contract has come into existence. *New Jersey Rubber Co. v. Commercial Union Assur. Co.*, 64 N.J.L. 580, 46 A. 777.

**REPRESENTATION OF PERSONS.** A fiction of the law, the effect of which is to put the representative in the place, degree, or right of the person represented. Civ.Code La. art. 894.

**REPRESENTATION, ESTOPPEL BY.** It arises when one by acts, representations, admissions, or silence when he ought to speak out, intentionally or through culpable negligence induces another to believe certain facts to exist and such other rightfully relies and acts on such belief, so that he will be prejudiced if the former is permitted to deny the existence of such facts. *Carter v.*

## REPRESENTATION

Curlw Creamery Co., 16 Wash.2d 476, 134 P.2d 66, 73. It differs from estoppel by record, deed, or contract, in that it is not based on agreement of parties or finding of fact which may not be disputed, and is not mutual, but applies to only one party. *Bank of Canton & Trust Co. v. Clark*, 198 N.C. 169, 151 S.E. 102, 104.

It is the effect of voluntary conduct of a party whereby he is absolutely precluded, from asserting rights which might perhaps have otherwise existed. *Strand v. State*, 16 Wash.2d 107, 132 P.2d 1011, 1015.

It is species of "equitable estoppel" or estoppel by matter in pais. *Frumin v. Chazen*, 153 Tenn. 1, 282 S.W. 199, 201. See, also, *Equitable Estoppel and In Pais, Estoppel In*.

Elements or essentials of such estoppel include change of position for the worse, *Carter v. Curlw Creamery Co.*, 134 P.2d 66, 73, 16 Wash.2d 476; *Campbell v. Salyer*, 290 Ky. 493, 161 S.W.2d 596, 599; detriment or injury or prejudice to party claiming estoppel, *Blaisdell Automobile Co. v. Nelson*, 130 Me. 167, 154 A. 184, 186; *Abbott v. Bean*, 295 Mass. 268, 3 N.E.2d 762, 768; express or implied representations, *Sandifer v. Sandifer's Heirs*, La.App., 195 So. 118, 124; false representation, *Chicago, R. I. & P. Ry. Co. v. Sawyer*, 176 Okl. 446, 56 P.2d 418, 420; *Cushing v. United States*, D.C.Mass., 18 F.Supp. 83, 85; ignorance of facts by party claiming estoppel, *United States v. Dickinson*, C.C. A.Mass., 95 F.2d 65, 68; *Cain v. Rea*, 159 Va. 446, 166 S.E. 478, 483, 85 A.L.R. 945; inducement to action by party claiming estoppel, *Rhoads v. Rhoads*, 342 Mo. 934, 119 S.W. 2d 247, 252; intent that other party should act on representation or gross and culpable negligence of party sought to be estopped, *Cain v. Rea*, 159 Va. 446, 166 S.E. 478, 483, 85 A.L.R. 945; *Cleveland v. Malden Sav. Bank*, 291 Mass. 295, 197 N.E. 14, 15; knowledge, actual or constructive, of facts by person estopped, *Rhoads v. Rhoads*, 342 Mo. 934, 119 S.W.2d 247, 252; misleading of person claiming estoppel, *Campbell v. Salyer*, 290 Ky. 493, 161 S.W.2d 596, 599; *Bosen v. Larrabee*, 91 N.H. 492, 23 A.2d 331, 332; reliance of one party on conduct of other party, *Ouellette v. City of New York Ins. Co.*, 133 Me. 149, 174 A. 462, 464; *Mosley v. Magnolia Petroleum Co.*, 45 N.M. 230, 114 P.2d 740, 751.

The doctrine ordinarily applies only to representations as to past or present facts. In re *Watson's Estate*, 30 N.Y. S.2d 577, 586, 177 Misc. 308.

**REPRESENTATIVE.** One who represents or stands in the place of another. *Lee v. Dill*, 39 Barb. (N.Y.) 520; *Staples v. Lewis*, 71 Conn. 288, 41 A. 815.

The definition of a "person" liable for treble damages for overcharges of commodity prices under the Emergency Price Control Act, means the legal successor or representative, such as a receiver, liquidator, executor, administrator, guardian or tutor, but not an agent. Emergency Price Control Act of 1942, § 302(h), 50 U.S.C.A. Appendix, § 942 (h). *Husers v. Papania*, La.App., 22 So.2d 755, 757.

In constitutional law, a person chosen by the people to represent their several interests in a legislative body. *Macrum v. Board of Sup'rs of Suffolk County*, 252 N.Y.S. 546, 143 Misc. 358.

### Legal Representative

See that title.

### Personal Representatives

Executors and administrators of person deceased; but it may have a wider meaning, according to the intention of the person using it, and may include heirs, next of kin, descendants, assignees, grantees, receivers, and trustees in insolvency.

In re *Wilcox & Howe Co.*, 70 Conn. 220, 39 A. 163; *Shiya v. Erickson*, 156 Misc. 738, 282 N.Y.S. 812. See, also, *Real Representative, infra*.

### Real Representative

He who represents or stands in the place of another, with respect to his real property, is so termed, in contradistinction to him who stands in the place of another, with regard to his personal property, and who is termed the "personal representative." Thus the heir is the real representative of his deceased ancestor. *Brown*.

### Representative Action or Suits

See *Class or Representative Action*.

### Representative Democracy

A form of government where the powers of the sovereignty are delegated to a body of men, elected from time to time, who exercise them for the benefit of the whole nation. 1 *Bouv.Inst.* no. 31.

### Representative Peers

Those who, at the commencement of every new parliament, are elected to represent Scotland and Ireland in the British house of lords; sixteen for the former and twenty-eight for the latter country. *Brown*.

**REPRIEVE.** In criminal law. The withdrawing of a sentence of death for an interval of time, whereby the execution is suspended. 4 *Bl.Comm.* 394. *Sterling v. Drake*, 29 Ohio St. 460, 23 Am. Rep. 762; *Gore v. Humphries*, 163 Ga. 106, 135 S. E. 481, 485.

Also the withdrawing of any sentence for a period of time. *Ex parte Dormitzer*, 119 Or. 336, 249 P. 639, 640.

It does no more than stay the execution of a sentence for a time, and it is ordinarily an act of clemency extended to a prisoner to afford him an opportunity to procure some amelioration of the sentence imposed. *Palka v. Walker*, 124 Conn. 121, 198 A. 265, 267. It cannot be granted until after sentence. *State ex rel. Gordon v. Zangerle*, 136 Ohio St. 371, 26 N.E.2d 190, 194.

**REPRIMAND.** A public and formal censure or severe reproof, administered to a person in fault by his superior officer or by a body to which he belongs. Thus, a member of a legislative body may be reprimanded by the presiding officer, in pursuance of a vote of censure, for improper conduct in the house. So a military officer, in some cases, is punished by a reprimand administered by his commanding officer, or by the secretary of war.

**REPRISALS.** The forcible taking by one nation of a thing that belonged to another, in return or satisfaction for an injury committed by the latter on the former. *Vattel*, b. 2, c. 18, s. 342.

### General Reprisals

Take place by virtue of commissions delivered to officers and citizens of the aggrieved state, directing them to take the persons and property belonging to the offending state wherever found.

**Negative Reprisals**

Take place when a nation refuses to fulfil a perfect obligation which it has contracted, or to permit another state to enjoy a right which it justly claims.

**Positive Reprisals**

Consist in seizing the persons and effects belonging to the other nation, in order to obtain satisfaction.

**Special Reprisals**

Such as are granted in times of peace to particular individuals who have suffered an injury from the citizens or subjects of the other nation.

**REPRISES.** In English law. Deductions and duties which are yearly paid out of a manor and lands, as rent-charge, rent seek, pensions, corrodies, annuities, etc., so that, when the clear yearly value of a manor is spoken of, it is said to be so much per annum *ultra reprisas*,—besides all *reprises*. Cowell. Delaware & H. Canal Co. v. Von Storch, 196 Pa. 102, 46 A. 375.

**REPROBATA PECUNIA LIBERAT SOLVENTEM.** Money refused [the refusal of money tendered] releases him who pays, [or tenders it.] 9 Coke, 79a.

**REPROBATION.** In ecclesiastical law. The interposition of objections or exceptions; as to the competency of witnesses, to the due execution of instruments offered in evidence and the like.

**REPROBATOR, ACTION OF.** In Scotch law. An action or proceeding intended to convict a witness of perjury, to which the witness must be made a party. Bell.

**REP-SILVER.** In old records. Money paid by servile tenants for exemption from the customary duty of *reaping* for the lord. Cowell.

**REPUBLIC.** A commonwealth; that form of government in which the administration of affairs is open to all the citizens. In another sense, it signifies the state, independently of its form of government. 1 Toullier 28 and n., 202, note; State v. Harris, 2 Bailey (S.C.) 599; Co.Litt. 303.

**REPUBLICAN GOVERNMENT.** A government in the republican form; a government of the people; a government by representatives chosen by the people. In re Duncan, 11 S.Ct. 573, 139 U.S. 449, 35 L.Ed. 219; Kadderly v. Portland, 44 Or. 118, 74 P. 710.

**REPUBLICATION.** The re-execution or re-establishment by a testator of a will which he had once revoked. A second publication of a will, either expressly or by construction. For "Express Republication," see that title.

**REPUDIATE.** To put away, reject, disclaim, or renounce a right, duty, obligation, or privilege.

**REPUDIATION.** Rejection; disclaimer; renunciation; the rejection or refusal of an offered or available right or privilege, or of a duty or relation. Iowa State Sav. Bank v. Black, 59 N.W. 283,

91 Iowa, 490; Daley v. Saving Ass'n, 178 Mass. 13, 59 N.E. 452.

Repudiation of contract is in nature of anticipatory breach before performance is due, but does not operate as anticipatory breach unless promisee elects to treat repudiation as breach, and brings suit for damages. Such repudiation is but act or declaration in advance of any actual breach and consists usually of absolute and unequivocal declaration or act amounting to declaration on part of promisor to promisee that he will not make performance on future day at which contract calls for performance. Robinson v. Raquet, 1 Cal.App.2d 533, 36 P.2d 821, 825.

The refusal on the part of a state or government to pay its debts, or its declaration that its obligations, previously contracted, are no longer regarded by it as of binding force.

In the civil law. The casting off or putting away of a woman betrothed; also, but less usually, of a wife; divorcement.

In ecclesiastical law. The refusal to accept a benefice which has been conferred upon the party repudiating.

**REPUDIUM.** Lat. In Roman law. A breaking off of the contract of espousals, or of a marriage intended to be solemnized. Sometimes translated "divorce;" but this was not the proper sense. Dig. 50, 16, 191.

**REPUGNANCY.** An inconsistency, opposition, or contrariety between two or more clauses of the same deed, contract, or statute, or between two or more material allegations of the same pleading, or any two writings. Lehman v. U. S., C.C. A.N.Y., 127 F. 45, 61 C.C.A. 577; Swan v. U. S., 9 P. 931, 3 Wyo. 151; Hansen v. Bacher, Tex.Com. App., 299 S.W. 225, 226.

**REPUGNANT.** That which is contrary to what is stated before, or insensible. A repugnant condition is void. Groenendyk v. Fowler, 204 Iowa, 598, 215 N.W. 718, 720.

**REPUTABLE.** Worthy of repute or distinction, held in esteem, honorable, praiseworthy. Illinois State Board of Dental Examiners v. People, 123 Ill. 245, 13 N.E. 201.

**REPUTABLE CITIZEN.** One who is well spoken of by his neighbors and hence presumably of good character. H. L. Shaffer & Co. v. Prosser, 99 Colo. 335, 62 P.2d 1161, 1163.

**REPUDIATIO EST VULGARIS OPINIO UBI NON EST VERITAS. ET VULGARIS OPINIO EST DUPLEX, SCILICET: OPINIO VULGARIS ORTA INTER GRAVES ET DISCRETOS HOMINES, ET QUAE VULTUM VERITATIS HABET; ET OPINIO TANTUM ORTA INTER LEVES ET VULGARES HOMINES, ABSQUE SPECIE VERITATIS.** Reputation is common opinion where there is not truth. And common opinion is of two kinds, to-wit: Common reputation arising among grave and sensible men, and which has the appearance of truth; and mere opinion arising among foolish and ignorant men, without any appearance of truth. 4 Coke, 107.

**REPUTATION.** Estimation in which one is held, the character imputed to a person in the neigh-

## REPUTATION

borhood where he lives. *State v. Baldanzo*, 106 N.J.L. 498, 148 A. 725, 726, 67 A.L.R. 1207. General opinion, good or bad, of a person by those of the community in which he resides. *State v. Kiziah*, 217 N.C. 399, 8 S.E.2d 474, 477; *Citizens Bank of Morehead v. Hunt*, 287 Ky. 646, 154 S.W. 2d 730, 731; it is necessarily based upon hearsay. *Stewart v. State*, 148 Tex.Cr.App. 480, 188 S.W. 2d 167, 170.

"Character" is made up of the things an individual actually is and does whereas "reputation" is what people think an individual is and what they say about him. *McNaulty v. State*, 138 Tex.Cr.R. 317, 135 S.W.2d 987, 989; *James v. State*, ex rel. *Loser*, 24 Tenn.App. 453, 145 S.W.2d 1026, 1033.

In the law of evidence, matters of public and general interest, such as the boundaries of counties or towns, rights of common, claims of highway, etc., are allowed to be proved by general reputation; *e. g.*, by the declaration of deceased persons made *ante litem motam*, by old documents, etc., notwithstanding the general rule against secondary evidence. *Best*, Ev. 632.

**REPUTED.** Accepted by general, vulgar, or public opinion. Thus, land may be reputed part of a manor, though not really so, and a certain district may be reputed a parish or a manor, or be a parish or a manor in reputation, although it is in reality no parish or manor at all. *Brown*; *Lowell Hardware Co. v. May*, 59 Colo. 475, 149 P. 831, 833.

**REPUTED OWNER.** See *Owner*.

**REQUEST, v.** To ask for something or for permission or authority to do, see, hear, etc., something; to solicit; and is synonymous with beg, entreat, and beseech. *Artificial Ice & Cold Storage Co. v. Martin*, 102 Ind.App. 74, 198 N.E. 446, 449.

In its ordinary or natural meaning when used in a will, is precatory and not mandatory. *Byars v. Byars*, 143 Tex. 10, 182 S.W.2d 363, 364, 366.

**REQUEST, n.** An asking or petition; the expression of a desire to some person for something to be granted or done; particularly for the payment of a debt or performance of a contract; also direction or command in law of wills. *Beakey v. Knutson*, 90 Or. 574, 174 P. 1149, 1150; *Hurley-Tobin Co. v. White*, 84 N.J.Eq. 60, 188, 94 A. 52, 53. For "Express Request," see that title.

The two words, "request" and "require," as used in notices to creditors to present claims against an estate, are of the same origin, and virtually synonymous. *Prentice v. Whitney*, 8 Hun, N.Y., 300.

### Pleading

The statement in the plaintiff's declaration that the particular payment or performance, the failure of which constitutes the cause of action, was duly requested or demanded of the defendant.

### General

**Request, letters of.** In English law. Many suits are brought before the Dean of the Arches as original judge, the cognizance of which properly belongs to inferior jurisdictions within the province, but in respect of which the inferior

judge has waived his jurisdiction under a certain form of proceeding known in the canon law by the denomination of "letters of request." 3 Steph. Comm. 306.

**Request note.** In English law. A note requesting permission to remove dutiable goods from one place to another without paying the excise.

**Requests, courts of.** See *Courts of Requests*.

**Special request.** A request actually made, at a particular time and place. This term is used in contradistinction to a general request, which need not state the time when nor place where made. 3 Bouv.Inst. no. 2843.

**REQUIRE.** To direct, order, demand, instruct, command, claim, compel, request, need, exact. *Beakey v. Knutson*, 90 Or. 574, 174 P. 1149, 1150. *Union Mut. Ins. Co. v. Page*, 65 Okl. 101, 164 P. 116, 117, L.R.A.1918C, 1; *State ex rel. Frohmiller v. Hendrix*, 59 Ariz. 184, 124 P.2d 768, 773.

**REQUIREMENT CONTRACT.** A contract in writing whereby one agrees to buy, for a sufficient consideration, all the merchandise of a designated type which the buyer may require for use in his own established business. Such contract is not void for uncertainty. *Fuchs v. United Motor Stage Co.*, 135 Ohio St. 509, 21 N.E.2d 669, 672.

**REQUISITION.** A demand in writing, or formal request or requirement. *Atwood v. Charlton*, 21 R.I. 568, 45 A. 580.

The taking or seizure of property by government. *Benedict v. U. S.*, D.C.N.Y., 271 F. 714.

In international law. The formal demand by one government upon another, or by the governor of one of the United States upon the governor of a sister state, of the surrender of a fugitive criminal.

In Scotch law. A demand made by a creditor that a debt be paid or an obligation fulfilled. *Bell*.

**REQUISITIONS ON TITLE**, in English conveyancing, are written inquiries made by the solicitor of an intending purchaser of land, or of any estate or interest therein, and addressed to the vendor's solicitor, in respect of some apparent insufficiency in the abstract of title. *Mozley & Whitley*.

**REFEIEFS.** In Scotch law. Inferior fiefs; portions of a fief or feud granted out to inferior tenants. 2 Bl.Comm. 57.

**RERUM ORDO CONFUNDITUR SI UNICUIQUE JURISDICTIO NON SERVETUR.** 4 Inst. Proem. The order of things is confounded if every one preserve not his jurisdiction.

**RERUM PROGRESSUS OSTENDUNT MULTA, QUÆ IN INITIO PRÆCAVERI SEU PRÆVIDERI NON POSSUNT.** 6 Coke, 40. The progress of events shows many things which, at the beginning, could not be guarded against or foreseen.

**RERUM SUARUM QUILIBET EST MODERATOR ET ARBITER.** Every one is the regulator and disposer of his own property. Co.Litt. 223a.

**RES.** Lat. In the civil law. A thing; an object. As a term of the law, this word has a very wide and extensive signification, including not only things which are objects of property, but also such as are not capable of individual ownership. Inst. 2, 1, pr. And in old English law it is said to have a general import, comprehending both corporeal and incorporeal things of whatever kind, nature, or species. 3 Inst. 182; Bract. fol. 7b. By "*res*," according to the modern civilians, is meant everything that may form an *object* of rights, in opposition to "*persona*," which is regarded as a *subject* of rights. "*Res*," therefore, in its general meaning, comprises *actions* of all kinds; while in its restricted sense it comprehends every object of right, except actions. Mackeld. Rom. Law, § 146. This has reference to the fundamental division of the Institutes, that all law relates either to *persons*, to *things*, or to *actions*. Inst. 1, 2, 12.

In modern usage, the term is particularly applied to an object, subject-matter, or *status*, considered as the defendant in an action, or as the object against which, directly, proceedings are taken. Thus, in a prize case, the captured vessel is "the *res*." And proceedings of this character are said to be *in rem*. (See In Personam; In Rem.) "*Res*" may also denote the action or proceeding, as when a cause, which is not between adversary parties, is entitled "*In re* \_\_\_\_\_."

#### Classification

Things (*res*) have been variously divided and classified in law, *e. g.*, in the following ways: (1) Corporeal and incorporeal things; (2) movables and immovables; (3) *res mancipi* and *res nec mancipi*; (4) things real and things personal; (5) things in possession and choses (*i. e.*, things) in action; (6) fungible things and things not fungible, (*fungibiles vel non fungibiles*); and (7) *res singulæ* (*i. e.*, individual objects) and *universitates rerum*, (*i. e.*, aggregates of things.) Also persons are for some purposes and in certain respects regarded as things. Brown.

#### General

**Res accessoria.** In the civil law. An accessory thing; that which belongs to a principal thing, or is in connection with it.

**Res adirata.** The gist of the old action for *res adirata* was the fact that the plaintiff had lost his goods, that they had come into the hands of the defendant, and that the defendant, on request, refused to give them up. 3 Holdsw.Hist.E.L. 275.

**Res adjudicata.** A common but indefensible misspelling of *res judicata*. The latter term designates a point or question or subject-matter which was in controversy or dispute and has been authoritatively and finally settled by the decision of a court; that issuable fact once legally deter-

mined is conclusive as between parties in same action or subsequent proceeding. Tiffany Production of California v. Superior Court of California for Los Angeles County, 131 Cal.App. 729, 22 P. 2d 275.

*Res adjudicata* (if there be such a term) could only mean an article or subject of property "awarded to" a given person by the judgment of a court, which might perhaps be the case in *replevin* and similar actions.

**Res caduca.** In the civil law. A fallen or escheated thing; an escheat. Hallifax, Civil Law, b. 2, c. 9, no. 60.

**Res communes.** In the civil law. Things common to all; that is, those things which are used and enjoyed by every one, even in single parts, but can never be exclusively acquired as a whole, *e. g.*, light and air. Inst. 2, 1, 1; Mackeld. Rom. Law, § 169.

**Res controversa.** In the civil law. A matter controverted; a matter in controversy; a point in question; a question for determination. Calvin.

**Res coronæ.** In old English law. Things of the crown; such as ancient manors, homages of the king, liberties, etc. Fleta, lib. 3, c. 6, § 3.

**Res corporales.** In the civil law. Corporeal things; things which can be touched, or are perceptible to the senses. Dig. 1, 8, 1, 1; Inst. 2, 2; Bract. fols. 7b, 10b, 13b.

**Res derelicta.** Abandoned property; property thrown away or forsaken by the owner, so as to become open to the acquisition of the first taker or occupant. Rhodes v. Whitehead, 27 Tex. 313, 84 Am.Dec. 631.

**Res fungibiles.** In the civil law. Fungible things, things of such a nature that they can be replaced by equal quantities and qualities when returning a loan or delivering goods purchased, for example, so many bushels of wheat or so many dollars; but a particular horse or a particular jewel would not be of this character.

**Res furtivæ.** In Scotch law. Goods which have been stolen. Bell.

**Res gestæ.** Things done. McClory v. Schneider, Tex.Civ.App., 51 S.W.2d 738, 741. Those circumstances which are the automatic and undesignated incidents of a particular litigated act, which may be separated from act by lapse of time more or less appreciable, and which are admissible when illustrative of such act. The whole of the transaction under investigation and every part of it. *Res gestæ* is considered as an exception to the hearsay rule. In its operation it renders acts and declarations which constitute a part of the things done and said admissible in evidence, even though they would otherwise come within the rule excluding hearsay evidence or self-serving declarations. The rule is extended to include, not only declarations by the parties to the suit, but includes statements made by bystanders and strangers, under certain circumstances. Edwards v. West Tex-

as Hospital, Tex.Civ.App., 89 S.W.2d 801, 809; Slayback Van Order Co. v. Eiben, 177 A. 671, 673, 115 N.J.L. 17. For evidence to be admissible as *res gestæ*, there must be an act in itself admissible in the case independently of the declaration that accompanies it; a declaration uttered simultaneously, or almost simultaneously, with the occurrence of the act; and the explanation of the act by what is said when it happens. *Staley v. Royal Pines Park*, 202 N.C. 155, 162 S.E. 202, 203.

Test as to whether declaration is part of *res gestæ* depends on whether declaration was facts talking through party or party talking about facts. *Batchelor v. Atlantic Coast Line R. Co.*, 196 N.C. 84, 144 S.E. 542, 544, 60 A.L.R. 1091.

'*Res gestæ*', while often spoken of as an exception to the hearsay rule, is generally not such in fact but ordinarily it relates to statements which because of their intimate relation to facts become a part of those facts and are therefore admitted as such. *Industrial Commission of Colorado v. Fotis*, 112 Colo. 423, 149 P.2d 657, 659.

**Res habiles.** In the civil law, things which are prescriptible; things to which a lawful title may be acquired by ordinary prescription.

**Res immobiles.** In the civil law. Immovable things; including land and that which is connected therewith, either by nature or art, such as trees and buildings. *Mackeld. Rom. Law*, § 160.

**Res incorporales.** In the civil law. Incorporeal things; things which cannot be touched; such as those things which consist in right. *Inst.* 2, 2; *Bract. fols. 7b, 10b*. Such things as the mind alone can perceive.

**Res integra.** A whole thing; a new or unopened thing. The term is applied to those points of law which have not been decided, which are untouched by *dictum* or decision. 3 *Mer.* 269.

**Res inter alios acta.** A thing done between others, or between third parties or strangers. *Chicago, etc., R. Co. v. Schmitz*, 211 Ill. 446, 71 N.E. 1050.

**Res ipsa loquitur.** The thing speaks for itself. Rebuttable presumption that defendant was negligent, which arises upon proof that instrumentality causing injury was in defendant's exclusive control, and that the accident was one which ordinarily does not happen in absence of negligence. *Sliwowski v. New York, N. H. & H. R. Co.*, 94 Conn. 303, 108 A. 805, 807; *Poth v. Dexter Horton Estate*, 140 Wash. 272, 248 P. 374, 375; *Pearson v. Butts*, 224 Iowa 376, 276 N.W. 65, 67.

**Res judicata.** A matter adjudged; a thing judicially acted upon or decided; a thing or matter settled by judgment. A phrase of the civil law, constantly quoted in the books. *Epstein v. Soskin*, 86 Misc.Rep. 94, 148 N.Y.S. 323, 324; Rule that final judgment or decree on merits by court of competent jurisdiction is conclusive of rights of parties or their privies in all later suits on points and matters determined in former suit. *American S. S. Co. v. Wickwire Spencer Steel Co.*, D.C.N.Y., 8 F.Supp. 562, 566. And to be applicable, requires identity in thing sued for as well as identity of cause of action, of persons and parties to action,

and of quality in persons for or against whom claim is made. *Freudenreich v. Mayor and Council of Borough of Fairview*, 114 N.J.L. 290, 176 A. 162, 163. The sum and substance of the whole rule is that a matter once judicially decided is finally decided. *Massie v. Paul*, 263 Ky. 183, 92 S.W.2d 11, 14. See, also, *Res Adjudicata, supra*.

Estoppel and *res judicata* distinguished. See *Estoppel*.

**Res litigiosæ.** In Roman law, things which are in litigation; property or rights which constitute the subject-matter of a pending action.

**Res mancipi.** See *Mancipi Res*.

**Res mobiles.** In the civil law. Movable things; things which may be transported from one place to another, without injury to their substance and form. Things corresponding with the chattels personal of the common law. 2 *Kent, Comm.* 347.

**Res nova.** A new matter; a new case; a question not before decided.

**Res nullius.** The property of nobody. A thing which has no owner, either because a former owner has finally abandoned it, or because it has never been appropriated by any person, or because (in the Roman law) it is not susceptible of private ownership.

**Res perit domino.** A phrase used to express that, when a thing is lost or destroyed, it is lost to the person who was the owner of it at the time. *Broom, Max.* 238.

**Res privatae.** In the civil law. Things the property of one or more individuals. *Mackeld. Rom. Law*, § 157.

**Res publicæ.** Things belonging to the public; public property; such as the sea, navigable rivers, highways, etc.

**Res quotidianæ.** Every-day matters; familiar points or questions.

**Res religiosæ.** Things pertaining to religion. In Roman law, especially, burial-places, which were regarded as sacred, and could not be the subjects of commerce.

**Res sacræ.** In the civil law. Sacred things. Things consecrated by the pontiffs to the service of God; such as sacred edifices, and gifts or offerings. *Inst.* 2, 1, 8. Chalice, crosses, censers. *Bract. fol.* 8.

**Res sanctæ.** In the civil law. Holy things; such as the walls and gates of a city. *Inst.* 2, 1, 10. Walls were said to be holy, because any offense against them was punished capitally. *Bract. fol.* 8.

**Res universitatis.** In the civil law. Things belonging to a community, (as, to a municipality,) the use and enjoyment of which, according to their proper purpose, is free to every member of the community, but which cannot be appropriated to the exclusive use of any individual; such as



the public buildings, streets, etc. Inst. 2, 1, 6; Mackeld. Rom. Law, § 770.

**RES ACCENDENT LUMINA REBUS.** One thing throws light upon others. Odgen v. Gibbons, 4 Johns.Ch. (N.Y.) 149.

**RES ACCESSORIA SEQUITUR REM PRINCIPALEM.** Broom, Max. 491. The accessory follows the principal.

**RES DENOMINATUR A PRINCIPALI PARTE.** 9 Coke, 47. The thing is named from its principal part.

**RES EST MISERA UBI JUS EST VAGUM ET INCERTUM.** 2 Salk. 512. It is a wretched state of things when law is vague and mutable.

**RES GENERALEM HABET SIGNIFICATIONEM QUIA TAM CORPOREA QUAM INCORPOREA CUJUSCUNQUE SUNT GENERIS, NATURÆ, SIVE SPECIEI, COMPREHENDIT.** 3 Inst. 182. The word "thing" has a general signification, because it comprehends corporeal and incorporeal objects, of whatever nature, sort, or species.

**RES INTER ALIOS ACTA ALTERI NOCERE NON DEBET.** Things done between strangers ought not to injure those who are not parties to them. Co.Litt. 132; Broom, Max. 954, 967.

**RES INTER ALIOS JUDICATÆ NULLUM ALIIS PRÆJUDICIUM FACIUNT.** Matters adjudged in a cause do not prejudice those who were not parties to it. Dig. 44, 2, 1.

**RES JUDICATA FACIT EX ALBO NIGRUM; EX NIGRO, ALBUM; EX CURVO, RECTUM; EX RECTO, CURVUM.** A thing adjudged [the solemn judgment of a court] makes white, black; black, white; the crooked, straight; the straight, crooked. 1 Bouv. Inst. no. 840.

**RES JUDICATA PRO VERITATE ACCIPITUR.** A matter adjudged is taken for truth. Dig. 50, 17, 207. A matter decided or passed upon by a court of competent jurisdiction is received as evidence of truth. 2 Kent, Comm. 120.

**RES NULLIUS NATURALITER FIT PRIMI OCCUPANTIS.** A thing which has no owner naturally belongs to the first finder.

**RES PER PECUNIAM ÆSTIMATUR, ET NON PECUNIA PER REM.** 9 Coke, 76. The value of a thing is estimated according to its worth in money, but the value of money is not estimated by reference to a thing.

**RES PROPRIA EST QUÆ COMMUNIS NON EST.** A thing is private which is not common. Le Breton v. Miles, 8 Paige (N.Y.) 261, 270.

**RES QUÆ INTRA PRÆSIDIA PERDUCTÆ NONDUM SUNT, QUANQUAM AB HOSTIBUS OCCUPATÆ, IDEO POSTLIMINII NON EGENT, QUIA DOMINUM NONDUM MUTURUNT EX GENTIUM JURE.** Things which have not yet been introduced within the enemy's lines, although held by the enemy, do not need the fiction of

postliminy on this account, because their ownership by the law of nations has not yet changed. Gro. de Jure B. 1. 3, c. 9, § 16; Id. 1. 3, c. 6, § 3.

**RES SACRA NON RECIPIT ÆSTIMATIONEM.** A sacred thing does not admit of valuation. Dig. 1, 8, 9, 5.

**RES SUA NEMINI SERVIT.** 4 Macq.H.L.Cas. 151. No one can have a servitude over his own property.

**RES TRANSIT CUM SUO ONERE.** The thing passes with its burden. Where a thing has been incumbered by mortgage, the incumbrance follows it wherever it goes. Bract. fols. 47b, 48.

**RESALE.** Where a person who has sold goods or other property to a purchaser sells them again to some one else. Sometimes a vendor reserves the right of reselling if the purchaser commits default in payment of the purchase money, and in some cases (*e. g.*, on a sale of perishable articles) the vendor may do so without having reserved the right. Sweet.

**RESCUIT.** In old English practice. An admission or receiving a third person to plead his right in a cause formerly commenced between two others; as, in an action by tenant for life or years, he in the reversion might come in and pray to be received to defend the land, and to plead with the demandant. Cowell.

**RESCUIT OF HOMAGE.** The lord's receiving homage of his tenant at his admission to the land. Kitch. 148.

**RESCIND.** To abrogate, annul, avoid, or cancel a contract; particularly, nullifying a contract by the act of a party. Vaughn v. Fey, 47 Cal.App. 485, 190 P. 1041, 1042; Pearson v. Brown, 27 Cal. App. 125, 148 P. 956, 958. To declare a contract void in its inception and to put an end to it as though it never were. Russell v. Stephens, 191 Wash. 314, 71 P.2d 30, 31. Not merely to terminate it and release parties from further obligations to each other but to abrogate it from the beginning and restore parties to relative positions which they would have occupied had no contract ever been made. Wall v. Zynda, 283 Mich. 260, 278 N.W. 66, 68, 114 A.L.R. 1521; Sylvania Industrial Corporation v. Lilienfeld's Estate, C.C.A.Va., 132 F.2d 887, 892, 145 A.L.R. 612.

**RESCISSIO.** Lat. In the civil law. An annulling; avoiding, or making void; abrogation; rescission. Cod. 4, 44.

In Spanish law, nullity is divided into absolute and relative. The former is that which arises from a law, whether civil or criminal, the principal motive for which is the public interest; and the latter is that which affects only certain individuals. "Nullity" is not to be confounded with "rescission." Nullity takes place when the act is affected by a radical vice, which prevents it from producing any effect; as where an act is in contravention of the laws or of good morals, or where it has been executed by a person who cannot be supposed to have any will, as a child under the age of seven years, or a madman, (*un niño o demente.*) Rescission is where an act, valid in appearance, nevertheless conceals a defect, which may make it null, if demanded by any of the parties; as, for example, mistake,

## RESCISSION

force, fraud, deceit, want of sufficient age, etc. Nullity relates generally to public order, and cannot therefore be made good either by ratification or prescription; so that the tribunals ought, for this reason alone, to decide that the null act can have no effect, without stopping to inquire whether the parties to it have or have not received any injury. Rescission, on the contrary, may be made good by ratification or by the silence of the parties: and neither of the parties can demand it, unless he can prove that he has received some prejudice or sustained some damage by the act. *Sunol v. Hepburn*, 1 Cal. 281, citing *Escrache*.

**RESCISSION OF CONTRACT.** Annuling or abrogation or unmaking of contract and the placing of the parties to it in status quo. *Sessions v. Meadows*, 13 Cal.App.2d 748, 57 P.2d 548, 549. *Kunde v. O'Brian*, 214 Iowa 921, 243 N.W. 594, 595. It necessarily involves a repudiation of the contract and a refusal of the moving party to be further bound by it. *Wall v. Zynda*, 283 Mich. 260, 278 N.W. 66, 68, 114 A.L.R. 1521.

**RESCISSORY ACTION.** In Scotch law. One to rescind or annul a deed or contract.

**RESCOUS.** Rescue. The taking back by force goods which had been taken under a distress, or the violently taking away a man who is under arrest, and setting him at liberty, or otherwise procuring his escape, are both so denominated. This was also the name of a writ which lay in cases of rescue. *Co.Litt.* 160; 3 *Bl.Comm.* 146; *Fitzh.Nat.Brev.* 100; 6 *Mees. & W.* 564.

**RESCRIPT.** In canon law. A term including any form of apostolical letter emanating from the pope. The answer of the pope in writing. *Dict. Droit Can.*

At common law. A counterpart, duplicate, or copy.

In American law. A written order from the court to the clerk, giving directions concerning the further disposition of a case. *Pub.St.Mass.* p. 1295. The written statement by an appellate court of its decision in a case, with the reasons therefor, sent down to the trial court.

In the civil law. A species of imperial constitutions, being the answers of the prince in individual cases, chiefly given in response to inquiries by parties in relation to litigated suits, or to inquiries by the judges, and which became rules for future litigated or doubtful legal questions. *Mackeld. Rom. Law*, § 46.

**RESCRIPTION.** In French law. A letter by which one requests some one to pay a certain sum of money, or to account for him to a third person for it. *Poth. Cont. de Change*, no. 225.

**RESCRIPTUM.** Lat. In the civil law. A species of imperial constitution, in the form of an answer to some application or petition; a rescript. *Calvin.*

**RESCUE.** At common law. Forcibly and knowingly freeing another from arrest or imprisonment without any effort by prisoner to free himself. *Merrill v. State*, 42 *Ariz.* 341, 26 P.2d 110. The unlawfully or forcibly taking back goods which have

been taken under a distress for rent, damage feasant, etc. *Hamlin v. Mack*, 33 *Mich.* 108.

In admiralty and maritime law. The deliverance of property taken as prize, out of the hands of the captors, either when the captured party retake it by their own efforts, or when, pending the pursuit or struggle, the party about to be overpowered receive reinforcements, and so escape capture.

**RESCUE DOCTRINE.** Under this doctrine, one injured in voluntary attempt to rescue a person whose life is imperiled by negligence of another may recover from the negligent person if the attempted rescue be not an act of extreme recklessness. *Rovinski v. Rowe*, C.C.A.Mich., 131 F.2d 687, 692, 693.

**RESCUSSOR.** In old English law. A rescuer; one who commits a rescous. *Cro.Jac.* 419; *Cowell.*

**RESCYT.** L. Fr. Resceit; receipt; the receiving or harboring a felon, after the commission of a crime. *Britt. c.* 23.

**RESEALING WRIT.** In English law. The second sealing of a writ by a master so as to continue it, or to cure it of an irregularity.

**RESERVANDO.** Reserving. In old conveyancing. An apt word of reserving a rent. *Co.Litt.* 47a.

**RESERVATIO NON DEBET ESSE DE PROFICUIS IPSIS, QUIA EA CONCEDUNTUR, SED DE REDITU NOVO EXTRA PROFICUA.** A reservation ought not to be of the profits themselves, because they are granted, but from the new rent, apart from the profits. *Co.Litt.* 142.

**RESERVATION.** A clause in a deed or other instrument of conveyance by which the grantor creates, and reserves to himself, some right, interest, or profit in the estate granted, which had no previous existence as such, but is first called into being by the instrument reserving it; such as rent, or an easement. *In re Narragansett Indians*, 20 *R.I.* 715, 40 *A.* 347; *Smith v. Cornell University*, 21 *Misc.* 220, 45 *N.Y.S.* 640; *Johnson v. Peck*, 90 *Utah* 544, 63 P.2d 251.

For exception and reservation distinguished, see *Exception*.

### Public Land Laws of the United States

A reservation is a tract of land, more or less considerable in extent, which is by public authority withdrawn from sale or settlement, and appropriated to specific public uses; such as parks, military posts, Indian lands, etc. *Jackson v. Wilcox*, 2 *Ill.* 344; *Meehan v. Jones*, C.C.Minn., 70 *F.* 455.

### Practice

The reservation of a point of law is the act of the trial court in setting it aside for future consideration, allowing the trial to proceed meanwhile as if the question had been settled one way, but subject to alteration of the judgment in case the court *in banc* should decide it differently.

**RESERVE, v.** To keep back, to retain, to keep in store for future or special use, and to retain or hold over to a future time. *Commissioner of Internal Revenue v. Strong Mfg. Co.*, C.C.A.6, 124 F.2d 360, 363.

**RESERVE, n.** In insurance law. A sum of money, variously computed or estimated, which, with accretions from interest, is set aside as a fund with which to mature or liquidate by payment or reinsurance with other companies future unaccrued and contingent claims, and claims accrued but contingent and indefinite as to amount or time of payment. *Royal Highlanders v. Commissioner of Internal Revenue*, C.C.A.8, 138 F.2d 240, 242, 244.

**RESERVED LAND.** Public land that has been withheld or kept back from sale or disposition. *Donley v. Van Horn*, 49 Cal.App. 383, 193 P. 514, 516.

**RESET.** The receiving or harboring an outlawed person. *Cowell*.

#### Reset of Theft

In Scotch law. The receiving and keeping stolen goods, knowing them to be stolen, with a design of feloniously retaining them from the real owner. *Alis. Crim. Law*, 328.

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

**RESETTLEMENT.** The reopening of an order or decree for the purpose of including therein some recital or provision which should have been included and was initially omitted through inadvertence. In *re Bartlett's Will*, 299 N.Y.S. 316, 317, 164 Misc. 524.

**RESIANCE.** Residence, abode, or continuance.

**RESIANT.** In old English law. Continually dwelling or abiding in a place; resident; a resident. *Kitchin*, 33; *Cowell*.

**RESIANT ROLLS.** Those containing the resiants in a tithing, etc., which are to be called over by the steward on holding courts leet.

**RESIDE.** Live, dwell, abide, sojourn, stay, remain, lodge. *Western-Knapp Engineering Co. v. Gilbank*, C.C.A.Cal., 129 F.2d 135, 136.

**RESIDENCE.** A factual place of abode. Living in a particular locality. *Reese v. Reese*, 179 Misc. 665, 40 N.Y.S.2d 468, 472; *Zimmerman v. Zimmerman*, 175 Or. 585, 155 P.2d 293, 295. It requires only bodily presence as an inhabitant of a place. In *re Campbell's Guardianship*, 216 Minn. 113, 11 N.W.2d 786, 789.

As "domicile" and "residence" are usually in the same place, they are frequently used as if they had the same meaning, but they are not identical terms, for a person may have two places of residence, as in the city and country, but only one domicile. Residence means living in a particular locality, but domicile means living in that locality with intent to make it a fixed and permanent home. Residence simply requires bodily presence as an inhabitant in a given place, while domicile requires bodily presence in that place and also an intention to make it one's domicile. In *re Riley's Will*, 266 N.Y.S. 209, 148 Misc. 588.

"Residence" demands less intimate local ties than "domicile," but "domicile" allows absence for indefinite period if intent to return remains. *Immigration Act 1917*, § 3, 8 U.S.C.A. § 136 (e, p). *Transatlantica Italiana v. Elting*, C.C.A.N.Y., 74 F.2d 732, 733. But see, *Ward v. Ward*, 115 W.Va. 429, 176 S.E. 708, 709; *Southwestern Greyhound Lines v. Craig*, 182 Okl. 610, 80 P.2d 221, 224; holding that residence and domicile are synonymous terms. "Residence" has a meaning dependent on context and purpose of statute. In *re Jones*, 341 Pa. 329, 19 A.2d 280, 282. Words "residence" and "domicile" may have an identical or variable meaning depending on subject-matter and context of statute. *Kemp v. Kemp*, 16 N.Y.S.2d 26, 34, 172 Misc. 738.

**Legal residence.** See *Legal*.

**RESIDENT.** One who has his residence in a place. See *Residence*.

Also a tenant, who was obliged to reside on his lord's land, and not to depart from the same; called, also, "*homme levant et couchant*," and in Normandy, "*resseant du fief*."

**RESIDENT FREEHOLDER.** A person who resides in the particular place (town, city, county, etc.) and who owns an estate in lands therein amounting at least to a freehold interest. *Campbell v. Moran*, 71 Neb. 615, 99 N.W. 499.

**RESIDENT MINISTER.** In international law. A public minister who resides at a foreign court. Resident ministers are ranked in the third class of public ministers. *Wheat. Int. Law*, 264, 267.

**RESIDUAL.** Relating to the residue; relating to the part remaining.

**RESIDUARY.** Pertaining to the residue; constituting the residue; giving or bequeathing the residue; receiving or entitled to the residue. In *re Kent's Will*, 169 App.Div. 388, 155 N.Y.S. 894, 897.

**RESIDUARY ACCOUNT.** In English practice. The account which every executor and administrator, after paying the debts and particular legacies of the deceased, and before paying over the residuum, must pass before the board of inland revenue. *Mozley & Whitley*.

**RESIDUARY BEQUEST.** A bequest of all of testator's estate not otherwise effectually disposed of. In *re Dolan's Estate*, Sur., 21 N.Y.S.2d 464, 466.

**RESIDUARY CLAUSE.** Clause in will by which that part of property is disposed of which remains after satisfying bequests and devises. *Sanborn v. Sanborn*, 14 N.J.Misc. 260, 184 A. 400, 402.

**RESIDUARY DEVISE AND DEVISEE.** See *Devise*.

**RESIDUARY ESTATE.** That which remains after debts and expenses of administration, legacies, and devises have been satisfied. *Nichols v. Swickard*, 211 Iowa 957, 234 N.W. 846, 847. It consists of all that has not been legally disposed of by will, other than by residuary clause. In *re Cushman's Estate*, 257 N.Y.S. 582, 586, 143 Misc. 432.

**RESIDUARY LEGACY.** See *Legacy*.

**RESIDUARY LEGATEE.** See *Legatee*.

## RESIDUE

**RESIDUE.** The surplus of a testator's estate remaining after all the debts and particular legacies have been discharged. 2 Bl.Comm. 514; In re Hamlin, 185 App.Div. 153, 172 N.Y.S. 787, 790; In re Brown v. Hilleary, 147 Or. 185, 32 P.2d 584, 587.

**RESIDUUM.** That which remains after any process of separation or deduction; a residue or balance. That which remains of a decedent's estate, after debts have been paid and legacies deducted. United States Trust Co. v. Black, 30 N.Y.S. 453, 9 Misc. 653.

**RESIGNATIO EST JURIS PROPRII SPONTANEA REFUTATIO.** Resignation is a spontaneous relinquishment of one's own right. Godb. 284.

**RESIGNATION.** Formal renouncement or relinquishment of an office. Steingruber v. City of San Antonio, Tex.Com.App., 220 S.W. 77, 78. It must be made with intention of relinquishing the office accompanied by act of relinquishment. Paten v. Miller, 190 Ga. 123, 8 S.E.2d 757, 770; Sadler v. Jester, D.C.Tex., 46 F.Supp. 737, 740.

In ecclesiastical law. Where a parson, vicar, or other beneficed clergyman voluntarily gives up and surrenders his charge and preferment to those from whom he received the same. It is usually done by an instrument attested by a notary. Phillim.Ecc.Law, 517.

In Scotch law. The return of a fee into the hands of the superior. Bell.

**RESIGNATION BOND.** A bond or other engagement in writing taken by a patron from the clergyman presented by him to a living, to resign the benefice at a future period. This is allowable in certain cases under St. 9 Geo. IV. c. 94, passed in 1828. 2 Steph.Comm. 721.

**RESIGNEE.** One in favor of whom a resignation is made. 1 Bell, Comm. 125*n*.

**RESILIENCY.** In patent law. That quality, as of a metal, which causes it to spring back to its form, inherent in properly tempered metal. Besser v. Merillat Culvert Core Co., D.C.Iowa, 226 F. 783, 786.

**RESILIRE.** Lat. In old English law. To draw back from a contract before it is made binding. Bract. fol. 38.

**RESIST.** To oppose. This word properly describes an opposition by direct action and *quasi* forcible means. Powell v. State, 152 Ga. 81, 108 S.E. 464, 465; McAlpine v. State, 19 Ala.App. 391, 97 So. 612, 613.

**RESISTANCE.** The act of resisting opposition; the employment of forcible means to prevent the execution of an endeavor in which force is employed; standing against; obstructing. U. S. v. Jose, C.C.Wash., 63 F. 954; U. S. v. Huff, C.C. Tenn., 13 F. 639.

**RESISTING AN OFFICER.** In criminal law, the offense of obstructing, opposing, and endeavoring to prevent (with or without actual force) a peace

officer in the execution of a writ or in the lawful discharge of his duty while making an arrest or otherwise enforcing the peace. Jones v. State, 60 Ala. 99.

**RESOLUCION.** In Spanish colonial law. An opinion formed by some superior authority on matters referred to its decision, and forwarded to inferior authorities for their instruction and government. Schm. Civil Law, 93, note 1.

**RESOLUTION.** A formal expression of the opinion or will of an official body or a public assembly, adopted by vote; as a legislative resolution. Scudder v. Smith, 331 Pa. 165, 200 A. 601, 604.

### Civil Law

The cancellation or annulling, by the act of parties or judgment of a court, of an existing contract which was valid and binding, in consequence of some cause or matter arising after the making of the agreement, and not in consequence of any inherent vice or defect, which, invalidating the contract from the beginning, would be ground for rescission. 7 Toullier, no. 551.

### Legislative Practice

The term is usually employed to denote the adoption of a motion, the subject-matter of which would not properly constitute a statute; such as a mere expression of opinion; an alteration of the rules; a vote of thanks or of censure, etc. McDowell v. People, 68 N.E. 379, 204 Ill. 499; Conley v. Texas Division of United Daughters of the Confederacy, Tex.Civ.App., 164 S.W. 24, 26.

The chief distinction between a "resolution" and a "law" is that the former is used whenever the legislative body passing it wishes merely to express an opinion as to some given matter or thing and is only to have a temporary effect on such particular thing, while by a "law" it is intended to permanently direct and control matters applying to persons or things in general. Ex parte Hague, 104 N.J.Eq. 31, 144 A. 546, 559.

**Joint resolution.** A resolution adopted by both houses of congress or a legislature. When such a resolution has been approved by the president or passed with his approval, it has the effect of a law. 6 Op.Atty.Gen. 680.

The distinction between a joint resolution and a concurrent resolution of congress, is that the former requires the approval of the president while the latter does not. Rep. Sen. Jud. Com. Jan. 1897.

If a resolution originating in one house of the Legislature is passed by that house and is then sent to the other for its concurrence, and is passed by it, signed by the presiding officer of each house and approved by the Governor, it is a "joint resolution" as that term is used in the Constitution and the joint rules of the Legislature. Oklahoma News Co. v. Ryan, 101 Okl. 151, 224 P. 969, 971.

### Practice

A solemn judgment or decision of a court.

This word is frequently used in this sense by Coke and some of the more ancient reporters.

**RESOLUTIVE.** In Scotch conveyancing. Having the quality or effect of resolving or extinguishing a right. Bell.

**RESOLUTO JURE CONCEDENTIS RESOLVITUR JUS CONCESSUM.** The right of the grantor being extinguished, the right granted is extinguished. Mackeld. Rom. Law, 179; Broom, Max. 467.

**RESOLUTORY CONDITION.** See Condition.

**RESORT, v.** To go back; as, it resorted to the line of the mother. Hale, Com.Law, c. 11. To frequent; to go, repair, betake one's self, especially to go frequently, customarily, or usually. State v. Poggmeyer, 91 Kan. 633, 138 P. 593, 594.

**RESORT, n.** A place of frequent assembly, a haunt. U. S. ex rel. Dobra v. Lindsey, D.C.Tex., 51 F.2d 141, 142.

**Court of last resort.** A court whose decision is final and without appeal in reference to the particular case.

**RESOURCES.** Money or any property that can be converted into supplies; means of raising money or supplies; capabilities of raising wealth or to supply necessary wants; available means or capability of any kind. Shelby County v. Tennessee Centennial Exposition Co., 96 Tenn. 653, 36 S.W. 694, 33 L.R.A. 717. Cerenzia v. Department of Social Security of Washington, 18 Wash.2d 230, 138 P.2d 868, 871.

**RESPECTIVE.** Relating to particular persons or things, each to each; particular; several; as, their respective homes. Sandford v. Stagg, 106 N.J.Eq. 71, 150 A. 187, 188.

**RESPECTU COMPUTI VICECOMITIS HABENDO.** A writ for respiting a sheriff's account addressed to the treasurer and barons of the exchequer. Reg. Orig. 139.

**RESPECTUS.** In old English and Scotch law. Respite; delay; continuance of time; postponement.

**RESPICIENDUM EST JUDICANTI NE QUID AUT DURIUS AUT REMISSIUS CONSTITUATUR QUAM CAUSA DEPOSCIT; NEC ENIM AUT SEVERITATIS AUT CLEMENTIÆ GLORIA AFFECTANDA EST.** The judge must see that no order be made or judgment given or sentence passed either more harshly or more mildly than the case requires; he must not seek renown, either as a severe or as a tender-hearted judge.

**RESPITE.** The temporary suspension of the execution of a sentence, a reprieve; a delay, forbearance, or continuation of time. 4 Bl.Comm. 394; State v. District Court of Eighteenth Judicial Dist. in and for Blaine County, 73 Mont. 541, 237 P. 525, 527.

Continuance. In English practice, a jury is said, on the record, to be "respited" till the next term. 3 Bl.Comm. 354.

In the civil law. An act by which a debtor, who is unable to satisfy his debts at the moment, transacts (compromises) with his creditors, and obtains from them time or delay for the payment of the sums which he owes to them. The respite is either voluntary or forced. It is *voluntary* when all the creditors consent to the proposal, which the debtor makes, to pay in a limited time the whole or a part of the debt. It is *forced* when a part of the creditors refuse to accept the debtor's proposal, and when the latter is obliged to compel them by judicial authority to consent to what the others have determined, in the cases directed by law.

**RESPITE OF APPEAL.** Adjourning an appeal to some future time. Brown.

**RESPITE OF HOMAGE.** To dispense with the performance of homage by tenants who held their lands in consideration of performing homage to their lords. Cowell.

**RESPOND.** 1. To make or file an answer to a bill, libel, or appeal, in the character of a respondent, (q. v.).

2. To be liable or answerable; to make satisfaction or amends; as, to "respond in damages."

**RESPONDE BOOK.** In Scotch practice. A book kept by the directors of chancery, in which are entered all non-entry and relief duties payable by heirs who take precepts from chancery. Bell.

**RESPONDEAT OUSTER.** Upon an issue in law arising upon a dilatory plea, the form of judgment for the plaintiff is that the defendant answer over, which is thence called a judgment of "*respondeat ouster.*" This not being a final judgment, the pleading is resumed, and the action proceeds. Steph.Pl. 115; 3 Bl.Comm. 303; Bauer v. Roth, 4 Rawle (Pa.) 91.

**RESPONDEAT RAPTOR, QUI IGNORARE NON PQUIT QUOD PUPILLUM ALIENUM ABDUXIT.** Hob. 99. Let the ravisher answer, for he cannot be ignorant that he has taken away another's ward.

**RESPONDEAT SUPERIOR.** Let the master answer. This maxim means that a master is liable in certain cases for the wrongful acts of his servant, and a principal for those of his agent. Broom, Max. 843. Southern Paramount Pictures Co. v. Gaudling, 24 Ga.App. 478, 101 S.E. 311; Delaware, L. & W. R. Co. v. Pittinger, C.C.A.N.J., 293 F. 853, 855. Under this doctrine master is responsible for want of care on servant's part toward those to whom master owes duty to use care, provided failure of servant to use such care occurred in course of his employment. Shell Petroleum Corporation v. Magnolia Pipe Line Co., Tex.Civ.App., 85 S.W.2d 829, 832. Doctrine applies only when relation of master and servant existed between defendant and wrongdoer at time of injury sued for, in respect to very transaction from which it arose. James v. J. S. Williams & Son, 177 La. 1033, 150 So. 9, 11. Hence doctrine is inapplicable where injury occurs while servant is acting out-

## RESPONDEAT

side legitimate scope of authority. *Rogers v. Town of Black Mountain*, 224 N.C. 119, 29 S.E.2d 203, 205. But if deviation be only slight or incidental, employer may still be liable. *Klotsch v. P. F. Collier & Son Corporation*, 349 Mo. 40, 159 S.W. 2d 589, 593, 595; *Adams v. South Carolina Power Co.*, 200 S.C. 438, 21 S.E.2d 17, 19, 20.

Doctrine does not apply in relation between state officers and their subordinates, unless superior participates in or directs act. *People v. Standard Accident Ins. Co.*, 42 Cal.App.2d 409, 108 P.2d 923, 925.

Municipalities are exempt from doctrine when officers are acting in exercise of governmental functions. *Lemieux v. City of St. Albans*, 112 Vt. 512, 28 A.2d 373, 374.

**RESPONDENT.** In equity practice. The party who makes an answer to a bill or other proceeding in chancery. *State ex inf. Barker v. Duncan*, 265 Mo. 26, 175 S.W. 940, 942, *Ann.Cas.1916D*, 1.

In admiralty. The party upon whom a libel in admiralty is served. *Brown*.

In appellate practice. The party who contends against an appeal. *Brown*. *Brower v. Wellis*, 6 Ind.App. 323, 33 N.E. 672.

In the civil law. One who answers or is security for another; a fidejussor. *Dig.* 2, 8, 6.

**RESPONDENTIA.** The hypothecation of the cargo or goods on board a ship as security for the repayment of a loan, the term "bottomry" being confined to hypothecations of the ship herself; but now the term "respondentia" is seldom used, and the expression "bottomry" is generally employed, whether the vessel or her cargo or both be the security. *Maude & P. Shipp*, 433; *Smith, Merc. Law*, 416. See *Maitland v. The Atlantic*, 16 F. Cas. 522.

A contract by which a cargo, or some part thereof, is hypothecated as security for a loan, the repayment of which is dependent on maritime risks.

**RESPONDERA SON SOVERAIGNE.** His superior or master shall answer. *Articuli sup. Chart.* c. 18.

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

**RESPONSA PRUDENTIUM.** Lat. Answers of jurists; responses given upon cases or questions of law referred to them, by certain learned Roman jurists, who, though not magistrates, were authorized to render such opinions. These *responsa* constituted one of the most important sources of the earlier Roman law, and were of great value in developing its scientific accuracy. They held much the same place of authority as our modern precedents and reports.

**RESPONSALIS.** In Old English Law. One who appeared for another.

In ecclesiastical law. A proctor.

**RESPONSALIS AD LUCRANDUM VEL PETENDUM.** He who appears and answers for another in court at a day assigned; a proctor, attorney, or deputy. 1 *Reeve, Eng.Law*, 169.

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

**RESPONSIBILITY OF EVICTION.** In a lease the burden of expelling by legal process those in possession, if they wrongfully withhold it. *Muller v. Bernstein*, 198 Ill.App. 104, 106.

**RESPONSIBLE.** Liable, legally accountable or answerable. *The Mary F. Barrett*, C.C.A.Pa., 279 F. 329, 334; *Middendorf, Williams & Co. v. Alexander Milburn Co.*, 113 A. 348, 354, 137 Md. 583. Able to pay a sum for which he is or may become liable, or to discharge an obligation which he may be under. *People v. Kent*, 160 Ill. 655, 43 N.E. 760.

**RESPONSIBLE CAUSE.** So as to relieve defendant from liability for injuries. A cause which is the culpable act of a human being who is legally responsible for such act. *State, to Use of Schiller, v. Hecht Co.*, 165 Md. 415, 169 A. 311, 313.

**RESPONSIBLE GOVERNMENT.** This term generally designates that species of governmental system in which the responsibility for public measures or acts of state rests upon the ministry or executive council, who are under an obligation to resign when disapprobation of their course is expressed by a vote of want of confidence, in the legislative assembly, or by the defeat of an important measure advocated by them.

**RESPONSIO UNIUS NON OMNINO AUDIATUR.** The answer of one witness shall not be heard at all. A maxim of the Roman law of evidence. 1 *Greenl. Ev.* § 260.

**RESPONSIVE.** Answering; constituting or comprising a complete answer. A "responsive allegation" is one which directly answers the allegation it is intended to meet. *Picture Plays Theater Co. of Tampa v. Williams*, 75 Fla. 556, 78 So. 674, 677, 1 A.L.R. 1.

**RESSEISER.** The taking of lands into the hands of the crown, where a general livery or *ouster le main* was formerly misused.

**REST, v.** In the trial of an action, a party is said to "rest," or "rest his case," when he intimates that he has produced all the evidence he intends to offer at that stage, and submits the case, either finally, or subject to his right to afterwards offer rebutting evidence.

**REST, n.** Repose, cessation or intermission of motion, exertion or labor; freedom from activity; quiet. *Corrugating Machinery Corporation v. Progressive Corrugated Paper Machinery Co.*, D. C.N.Y., 47 F.2d 273, 275. Also residue (which title see).

**REStamping writ.** Passing it a second time through the proper office, whereupon it receives a new stamp. 1 Chit. Arch. Pr. 212.

**RESTAUE, or RESTOR.** The remedy or recourse which marine underwriters have against each other, according to the date of their assurances, or against the master, if the loss arise through his default, as through ill loading, want of caulking, or want of having the vessel tight; also the remedy or recourse a person has against his guarantor or other person who is to indemnify him from any damage sustained. Enc. Lond.

**RESTAURANT.** An establishment where refreshments or meals may be obtained by the public. Donahue v. Conant, 102 Vt. 108, 146 A. 417, 419. It includes cafes, lunchrooms, dairy lunch rooms, cafeterias, tea rooms, waffle houses, fountain lunches, sandwich shops and many others. People, on Complaint of Canniano, v. Kupas, 13 N.Y. S.2d 488, 490, 171 Misc. 480.

**RESTITUTIO IN INTEGRUM.** Lat. In the civil law. Restoration or restitution to the previous condition. This was effected by the prætor on equitable grounds, at the prayer of an injured party, by rescinding or annulling a contract or transaction valid by the strict law, or annulling a change in the legal condition produced by an omission, and restoring the parties to their previous situation or legal relations. Dig. 4, 1; Mackeld. Rom. Law, § 220.

The restoration of a cause to its first state, on petition of the party who was cast, in order to have a second hearing. Hallifax, Civil Law, b. 3, c. 9, no. 49.

**RESTITUTION.** Act of restoring; restoration; restoration of anything to its rightful owner; the act of making good or giving equivalent for any loss, damage or injury; and indemnification. State v. Barnett, 110 Vt. 221, 3 A.2d 521, 525, 526.

**Equity**

Restoration of both parties to their original condition, (when practicable,) upon the rescission of a contract for fraud or similar cause.

**Maritime Law**

The placing back or restoring articles which have been lost by jettison: This is done, when remainder of the cargo has been saved, at the general charge of the owners of the cargo. Stevens, Av. pt. 1, c. 1, § 1, art. 1, n. 8.

**Practice**

The return of something to the owner of it or to the person entitled to it, upon the reversal or setting aside of the judgment or order of court under which it was taken from him. Haebler v. Myers, 132 N.Y. 363, 30 N.E. 963, 15 L.R.A. 588, 28 Am.St.Rep. 589; Holloway v. People's Water Co., 100 Kan. 414, 167 P. 265, 269, 2 A.L.R. 161.

If, after money has been levied under a writ of execution, the judgment be reversed by writ of error, or set

aside, the party against whom the execution was sued out shall have *restitution*. 2 Tidd, Pr. 1033; 1 Burrill, Pr. 292. So, on conviction of a felon, immediate *restitution* of such of the goods stolen as are brought into court will be ordered to be made to the several prosecutors. 4 Steph. Comm. 434.

**General**

**Restitution of conjugal rights.** In English ecclesiastical law. A species of matrimonial cause or suit which is brought whenever either a husband or wife is guilty of the injury of subtraction, or lives separate from the other without any sufficient reason; in which case the ecclesiastical jurisdiction will compel them to come together again, if either be weak enough to desire it, contrary to the inclination of the other. 3 Bl. Comm. 94.

**Restitution of minors.** In Scotch law. Relief obtained by minor on attaining majority against a deed previously executed by him. Bell.

**Restitution of stolen goods.** At common law there was no restitution of goods upon an indictment, because it was at the suit of the crown only, therefore the party was compelled to bring an appeal of robbery in order to have his goods again; but a writ of restitution was granted by 21 Hen. VIII. c. 11, and it became the practice of the crown to order, without any writ, immediate restitution of such goods.

**Writ of restitution.** See that title.

**RESTITUTIONE EXTRACTI AB ECCLESIA.** A writ to restore a man to the church, which he had recovered for his sanctuary, being suspected of felony. Reg. Orig. 69.

**RESTITUTIONE TEMPORALIIUM.** A writ addressed to the sheriff, to restore the temporalities of a bishopric to the bishop elected and confirmed. Fitzh. Nat. Brev. 169.

**RESTRAIN.** To limit, confine, abridge, narrow down, restrict, obstruct, impede, hinder, stay, destroy. U. S. v. Keystone Watch Case Co., D.C. Pa., 218 F. 502, 515. To prohibit from action; to put compulsion upon; to restrict; to hold or press back. To enjoin, (in equity.)

**RESTRAINING ORDER.** An order in the nature of an injunction. See Order.

**RESTRAINING POWERS.** Restrictions or limitations imposed upon the exercise of a power by the donor thereof.

**RESTRAINING STATUTE.** A statute which restrains the common law, where it is too lax and luxuriant. 1 Bl. Comm. 87. Statutes restraining the powers of corporations in regard to leases have been so called in England. 2 Bl. Comm. 319, 320.

**RESTRAINT.** Confinement, abridgment, or limitation. Prohibition of action; holding or pressing back from action. Hindrance, confinement, or restriction of liberty. Obstruction, hindrance or destruction of trade or commerce.

## RESTRAINT

**RESTRAINT OF PRINCES AND RULERS.** In marine and war risk policies, operation of sovereign power by exercise of vis major, in its sovereign capacity, controlling and divesting for the time, the authority of owner over ship, and clause applies only to acts done in exercise of sovereign power. *Baker Castor Oil Co. v. Insurance Co. of North America*, D.C.N.Y., 60 F.Supp. 32, 35.

Where the "restraint of princes" clause or similar language is found in the contract, a reasonable apprehension of capture or destruction of the ship or cargo will justify nonperformance of the agreement to carry. *The George J. Goulandris*, D.C.Me., 36 F.Supp. 827, 830, 834.

**RESTRAINT OF MARRIAGE.** A contract, covenant, bond, or devise. When conditions unreasonably hamper or restrict the party's freedom to marry, or his choice, or unduly postpone the time of his marriage. "General restraint," as used in the rule invalidating contracts in general restraint of marriage, means restraint binding a competent person not to marry any one at any time. *Barnes v. Hobson*, Tex.Civ.App., 250 S.W. 238, 242.

**RESTRAINT OF TRADE.** Contracts or combinations which tend or are designed to eliminate or stifle competition, effect a monopoly, artificially maintain prices, or otherwise hamper or obstruct the course of trade and commerce as it would be carried on if left to the control of natural and economic forces. *U. S. v. Reading Co.*, 40 S.Ct. 425, 429, 253 U.S. 26, 64 L.Ed. 760; *U. S. v. Patten*, 33 S.Ct. 141, 144, 145, 226 U.S. 525, 57 L.Ed. 333, 44 L.R.A.,N.S., 325.

With reference to contracts between individuals, a restraint of trade is said to be "general" or "special." A contract which forbids a person to employ his talents, industry, or capital in any undertaking within the limits of the state or country is in "general" restraint of trade; if it forbids him to employ himself in a designated trade or business, either for a limited time or within a prescribed area or district, it is in "special" restraint of trade. *Holbrook v. Waters*, 9 How.Prac. (N.Y.) 337.

"Restraint of trade" at which the Sherman Anti-Trust Act is aimed, are only those which are comparable to restraints deemed illegal at common law. *United States v. South-Eastern Underwriters Ass'n*, D.C.Ga., 51 F.Supp. 712, 714.

**RESTRAINT ON ALIENATION.** Restriction of the power of alienating property. See Perpetuity.

In English practice, as applied to counsel, a notice given to a counsel by an attorney on behalf of the plaintiff or defendant in an action, in order to secure his services as advocate when the cause comes on for trial. *Holthouse. Blackman v. Webb*, 38 Kan. 668, 17 P. 464.

In old English usage. A servant, not menial or familiar,—that is, not continually dwelling in the house of his master, but only wearing his livery, and attending sometimes upon special occasions. Cowell.

**RESTRICT.** To restrain within bounds; to limit; to confine. *State ex rel. Lucey v. Terry*, Del.Super., 196 A. 163, 167.

**RESTRICTED LANDS.** Lands the alienation of which is subject to restrictions imposed by Congress to protect the Indians from their own sup-

posed incompetency. 25 U.S.C.A. § 331 note. *Kenny v. Miles*, 39 S.Ct. 417, 418, 250 U.S. 58, 63 L.Ed. 841.

**RESTRICTION.** In the case of land registered under the English land transfer act, 1875, an entry on the register made on the application of the registered proprietor of the land, the effect of which is to prevent the transfer of the land or the creation of any charge upon it, unless notice of the application for a transfer or charge is sent by post to a certain address, or unless the consent of a certain person or persons to the transfer or charge is obtained, or unless some other thing is done. Sweet.

**RESTRICTIVE INDORSEMENT.** An indorsement so worded as to restrict the further negotiability of the instrument. Thus, "Pay the contents to J. S. only," or "to J. S. for my use," are restrictive indorsements, and put an end to the negotiability of the paper. 1 Daniel, Neg. Inst. § 698.

**RESTS, n.** Periodical balancings of an account, (particularly in mortgage and trust accounts,) made for the purpose of converting interest into principal, and charging the party liable thereon with compound interest. *Mozley & Whiteley*.

**RESULT, v.** To proceed, to spring, or arise, as a consequence, effect, or conclusion; to come out, or have an issue; to terminate; to end. *Abbott v. Prudential Ins. Co. of America*, 89 N.H. 149, 195 A. 413, 414.

In law, a thing is said to result when, after having been ineffectually or only partially disposed of, it comes back to its former owner or his representatives. Sweet.

**RESULT, n.** That which results, the conclusion or end to which any course or condition of thing leads, or which is obtained by any process or operation; consequence or effect. *Reese v. Dempsey*, 48 N.M. 485, 153 P.2d 127, 131.

**RESULTING TRUST.** See Trust.

**RESULTING USE.** See Use.

**RESUMMONS.** In practice. A second summons. The calling a person a second time to answer an action, where the first summons is defeated upon any occasion; as the death of a party, or the like. Cowell.

**RESUMPTION.** In old English law. The taking again into the king's hands such lands or tenements as before, upon false suggestion, or other error, he had delivered to the heir, or granted by letters patent to any man. Cowell.

**RESURRENDER.** Where copyhold land has been mortgaged by surrender, and the mortgagee has been admitted, then, on the mortgage debt being paid off, the mortgagor is entitled to have the land reconveyed to him, by the mortgagee surrendering it to the lord to his use. This is called a resurrender. 2 Dav.Conv. 1332n.

**RETAIL.** To sell by small quantities, in broken lots or parcels, not in bulk, to sell direct to con-



sumer. *Com. v. Kimball*, 7 Metc. (Mass.) 308; *Kentucky Consumers' Oil Co. v. Commonwealth*, 233 S.W. 892, 893, 192 Ky. 437; *Department of Treasury of Indiana v. Ridgely*, 211 Ind. 9, 4 N.E. 2d 557, 562, 108 A.L.R. 1067; *Guess v. Montague*, D.C.S.C., 51 F.Supp. 61, 64, 65.

**RETAILER OF MERCHANDISE.** A merchant who buys articles in gross or merchandise in large quantities, and sells the same by single articles or in small quantities. *Byran v. City of Sparks*, 36 Nev. 573, 137 P. 522, 523.

**RETAIN.** To continue to hold, have, use, recognize, etc., and to keep. *Kimbell Trust & Savings Bank v. Hartford Accident & Indemnity Co.*, 333 Ill. 318, 164 N.E. 661, 662.

In practice. To engage the services of an attorney or counsellor to manage a cause. See Retainer.

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

Act of the client in employing his attorney or counsel, and also denotes the fee which the client pays when he retains the attorney to act for him, and thereby prevents him from acting for his adversary. *Bright v. Turner*, 205 Ky. 188, 265 S.W. 627, 628; *Devany v. City of South Norfolk*, 143 Va. 768, 129 S.E. 672, 674.

**General Retainer**

Of an attorney or solicitor merely gives a right to expect professional service when requested, but none which is not requested. It binds the person retained not to take a fee from another against his retainer, but to do nothing except what he is asked to do, and for this he is to be distinctly paid. *Rhode Island Exch. Bank v. Hawkins*, 6 R.I. 206.

**Right of Retainer**

The right which the executor or administrator of a deceased person has to retain out of the assets sufficient to pay any debt due to him from the deceased in priority to the other creditors whose debts are of equal degree. 3 Steph.Comm. 263. *In re Smith's Estate*, 179 Wash. 417, 38 P. 2d 244, 245.

**Special Retainer**

An engagement or retainer of an attorney or solicitor for a special and designated purpose; as, to prepare and try a particular case. *Agnew v. Walden*, 84 Ala. 502, 4 So. 672.

**RETAINER PAY.** Compensation paid to enlisted men retained in the service but not rendering active service. *French v. French*, Cal., 105 P.2d 155, 157.

**RETAINING A CAUSE.** In English practice, The act of one of the divisions of the high court of justice in retaining jurisdiction of a cause wrongly brought in that division instead of another. Under the judicature acts of 1873 and 1875, this may be done, in some cases, in the discretion of the court or a judge.

**RETAINING FEE.** A fee given to counsel on engaging his services. *Conover v. West Jersey Mortgage Co.*, 96 N.J.Eq. 441, 126 A. 855, 860.

**RETAINING LIEN.** See Attorney's Lien.

**RETAKING.** The taking one's goods, from another, who without right has taken possession thereof. See Recaption.

**RETALIATION.** See *lex talionis*, (q. v.).

**RETELLIA.** In old English law. Retail; the cutting up again, or division of a commodity into smaller parts.

**RETENEMENTUM.** In old English law. Restraint; detainment; withholding.

**RETENTION.** In Scotch law. A species of lien; the right to retain possession of a chattel until the lienor is satisfied of his claim upon the article itself or its owner.

**RETINENTIA.** A retinue, or persons retained by a prince or nobleman. Cowell.

**RETIRE.** As applied to bills of exchange, this word is ambiguous. It is commonly used of an indorser who takes up a bill by handing the amount to a transferee, after which the indorser holds the instrument with all his remedies intact. But it is sometimes used of an acceptor, by whom, when a bill is taken up or retired at maturity, it is in effect paid, and all the remedies on it extinguished. *Byles, Bills*, 215. *Empire Security Co. v. Berry*, 211 Ill.App. 278.

To withdraw from active service as an officer of the army or navy; to separate, withdraw, or remove. *State v. Love*, 95 Neb. 573, 145 N.W. 1010, 1013, Ann.Cas.1915D, 1078.

**RETONSOR.** L. Lat. In old English law. A clipper of money. *Fleta*, lib. 1, c. 20, § 122.

**RETORNA BREVIUM.** The return of writs. The indorsement by a sheriff or other officer of his doings upon a writ.

**RETORNO HABENDO.** A writ that lies for the distrainer of goods (when, on replevin brought, he has proved his distress to be a lawful one) against him who was so distrained, to have them returned to him according to law, together with damages and costs. *Brown*.

**RETORSION.** In international law. A species of retaliation, which takes place where a government, whose citizens are subjected to severe and stringent regulation or harsh treatment by a foreign government, employs measures of equal severity and harshness upon the subjects of the latter government found within its dominions. *Vattel*, lib. 2, c. 18, § 341.

**RETOUR.** In Scotch law. To return a writ to the office in chancery from which it issued.

**RETOUR OF SERVICE.** In Scotch law. A certified copy of a verdict establishing the legal character of a party as heir to a decedent.

## RETOUR

**RETOUR SANS FRAIS.** Fr. In French law. A formula put upon a bill of exchange to signify that the drawer waives protest, and will not be responsible for costs arising thereon. Arg. Fr. Merc. Law, 573.

**RETOUR SANS PROTÉT.** Fr. Return without protest. A request or direction by a drawer of a bill of exchange that, should the bill be dishonored by the drawee, it may be returned without protest.

**RETRACT.** To take back. To retract an offer is to withdraw it before acceptance, which the offerer may always do.

**RETRACTATION,** in probate practice. A withdrawal of a renunciation, (*q. v.*).

**RETRACTO O TANTEO.** In Spanish law. The right of revoking a contract of sale; the right of redemption of a thing sold. White, New Recop. b. 2, tit. 13, c. 2, § 4.

**RETRACTUS AQUÆ.** Lat. The ebb or return of a tide. Cowell.

**RETRACTUS FEUDALIS.** L. Lat. In old Scotch law. The power which a superior possessed of paying off a debt due to an adjudging creditor, and taking a conveyance to the adjudication. Bell.

**RETRAIT.** Fr. In old French and Canadian law. The taking back of a fief by the seignior, in case of alienation by the vassal. A right of pre-emption by the seignior, in case of sale of the land by the grantee.

**RETRAXIT.** Lat. He has withdrawn.

The open, public, and voluntary renunciation by the plaintiff, in open court, of his suit or cause of action, and if this is done by the plaintiff, and a judgment entered thereon by the defendant, the plaintiff's right of action is forever gone. U. S. v. Parker, 7 S.Ct. 454, 120 U.S. 89, 30 L.Ed. 601; Lewis v. Johnson, Cal.App., 80 P.2d 90.

### Judgment of Retraxit

One where, after appearance and before judgment, the plaintiff voluntarily enters upon the record that he "withdraws his suit," whereupon judgment is rendered against him.

The difference between a *retraxit* and a *nolle prosequi* is that a *retraxit* is a bar to any future action for the same cause; while a *nolle prosequi* is not, unless made after judgment. Similarly, a *retraxit* differs from a *nonsuit*.

**RETREAT TO THE WALL.** In the law relating to homicide in self-defense, this phrase means that the party must avail himself of any apparent and reasonable avenues of escape by which his danger might be averted, and the necessity of slaying his assailant avoided. People v. Iams, 57 Cal. 120.

**RETRIBUTION.** This word is sometimes used in law, though not commonly in modern times, as the equivalent of "recompense," or a payment or

compensation for services, property, use of an estate, or other value received.

**RETRO.** Lat. Back; backward; behind. *Retrofeodum*, a reiefief, or *arriere fief*. Spelman.

**RETROACTIVE.** Retrospective (*q. v.*). City of Cincinnati v. Bachmann, 51 Ohio App. 108, 199 N.E. 853, 854.

**RETROACTIVE INFERENCE.** The inferring of a previous fact from present conditions by a trier of facts. Gray v. Kurn, 345 Mo. 1027, 137 S.W. 2d 558, 568.

**RETROACTIVE LAW.** Retrospective law, which title see.

**RETROACTIVE STATUTE.** A statute which creates a new obligation on transactions or considerations already past or destroys or impairs vested rights. See, also, Retroactive. London Guarantee & Accident Co. v. Pittman, 69 Ga.App. 146, 25 S.E.2d 60, 65, 66.

**RETROCESSION.** In the civil law. When the assignee of heritable rights conveys his rights back to the cedent. Ersk. Inst. 3, 5, 1.

**RETROSPECTIVE.** Looking backward; contemplating what is past; having reference to a state of things existing before the act in question. Walker County Fertilizer Co. v. Napier, 184 Ga. 861, 193 S.E. 770, 773.

**RETROSPECTIVE LAW.** A law which looks backward or contemplates the past; one which is made to affect acts or facts occurring, or rights accruing, before it came into force. Every statute which takes away or impairs vested rights acquired under existing laws, or creates a new obligation, imposes a new duty, or attaches a new disability in respect to transactions or considerations already past. See Ex Post Facto. Clearwater Tp. v. Board of Sup'rs of Kalkaska County, 187 Mich. 516, 153 N.W. 824, 826; People ex rel. Albright v. Board of Trustees of Firemen's Pension Fund of and for City and County of Denver, Colo., 103 Colo. 1, 82 P.2d 765, 771, 118 A.L.R. 984.

**RETTE.** L. Fr. An accusation or charge. St. Westm. 1, c. 2.

**RETURN.** To bring, carry, or send back; to place in the custody of; to restore; to re-deliver; to send back. Tuttle v. City of Boston, 215 Mass. 57, 102 N.E. 350; Johnson v. Curlee Clothing Co., 240 P. 632, 633, 112 Okl. 220.

The act of a sheriff, constable, or other ministerial officer, in delivering back to the court a writ, notice, or other paper, which he was required to serve or execute, with a brief account of his doings under the mandate, the time and mode of service or execution, or his failure to accomplish it, as the case may be. Also the indorsement made by the officer upon the writ or other paper, stating what he has done under it, the time and mode of service, etc. New York, N. H. & H. R. Co. v. Railway Employees' Department,

American Federation of Labor, Federated Shop Crafts, System Federation No. 17, D.C.Conn., 288 F. 588, 591; *Smith v. Drake*, 174 Ark. 715, 297 S. W. 817.

The report made by the court, body of magistrates, returning board, or other authority charged with the official counting of the votes cast at an election.

In English practice, the election of a member of parliament.

#### Fair Return

See Fair Return.

#### False Return

A return to a writ, in which the officer charged with it falsely reports that he served it, when he did not, or makes some other false or incorrect statement, whereby injury results to a person interested. *State v. Jenkins*, 70 S.W. 152, 170 Mo. 16. In taxation, a return that is incorrect, *Du Pont v. Graham*, D.C.Del., 283 F. 300, 302, although made in good faith under a mistake of law. *Eliot Nat. Bank v. Gill*, D.C.Mass., 210 F. 933, 937. Under some statutes, in order to render a return a false return, there must appear, if not a design to mislead or deceive on the part of the taxpayer, at least culpable negligence. *Fouts v. State*, 149 N.E. 551, 555, 113 Ohio St. 450.

#### General Return-day

The day for the general return of all writs of summons, subpoena, etc., running to a particular term of the court.

#### Return-book

The book containing the list of members returned to the house of commons. *May, Parl. Pr.*

#### Return-day

The day named in a writ or process, upon which the officer is required to return it. *Perry v. John Hancock Mut. Life Ins. Co.*, C.C.A.Ga., 2 F.2d 250, 251; *Wilkinson v. La Combe*, 59 Mont. 518, 197 P. 836, 837.

Day on which votes cast are counted and the official result is declared. *Landrum v. Centennial Rural High School Dist. No. 2*, Tex.Civ.App., 134 S.W.2d 353, 354.

#### Return Irreplevisable

A writ allowed by the statute of Westm. 2, c. 2, to a defendant who had had judgment upon verdict or demurrer in an action of replevin, or after the plaintiff had, on a writ of second deliverance, become a second time nonsuit in such action. By this writ the goods were returned to the defendant, and the plaintiff was restrained from suing out a fresh replevin. Previously to this statute, an unsuccessful plaintiff might bring actions of replevin *in infinitum*, in reference to the same matter. 3 Bl.Comm. 150.

#### Return of Premium

The repayment of the whole or a ratable part of the premium paid for a policy of insurance, upon the cancellation of the contract before the time fixed for its expiration. *Northwestern Mut. Life Ins. Co. v. Roberts*, 177 Cal. 540, 171 P. 313, 315; *Equitable Life Assur. Soc. of United States v. Johnson*, 53 Cal.App.2d 49, 127 P.2d 95. For special meaning in mutual insurance, see: *New York Life Ins. Co. v. Chaves*, 21 N.M. 264, 153 P. 303.

#### Return Unsatisfied

As used in Bankruptcy Act is not equivalent to a return of no property found, but means that the debtor has no property available subject to writ for satisfaction of judgment. *In re Toms*, C.C.A.Mich., 101 F.2d 617, 619.

#### Return of Writs

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

**RETURNABLE.** In practice. To be returned; requiring a return. When a writ is said to be "returnable" on a certain day, it is meant that on that day the officer must return it.

**RETURNING BOARD.** This is the official title in some of the states of the board of canvassers of elections.

**RETURNING FROM TRANSPORTATION.** Coming back to England before the term of punishment is determined.

**RETURNING OFFICER.** The official who conducts a parliamentary election in England. The sheriff in counties, and the mayor in boroughs. *Wharton.*

**RETURNUM AVERIORUM.** A judicial writ, similar to the *retorno habendo*. *Cowell.*

**RETURNUM IRREPLEGIABILE.** A judicial writ addressed to the sheriff for the final restitution or return of cattle to the owner when unjustly taken or distrained, and so found by verdict. It is granted after a nonsuit in a second deliverance. *Reg. Jud. 27.*

**REUS.** Lat. In the civil and canon law. The defendant in an action or suit.

A person judicially accused of a crime; a person criminally proceeded against. *Hallifax, Civil Law*, b. 3, c. 13, no. 7.

A party to a suit, whether plaintiff or defendant; a litigant. This was the ancient sense of the word. *Calvin.*

A party to a contract. *Reus stipulandi*, a party stipulating; the party who asked the question in the form prescribed for stipulations. *Reus promittendi*, a party promising; the party who answered the question.

## REUS

**REUS EXCIPIENDO FIT ACTOR.** The defendant, by excepting or pleading, becomes a plaintiff; that is, where, instead of simply denying the plaintiff's action, he sets up some new matter in defense, he is bound to establish it by proof, just as a plaintiff is bound to prove his cause of action. *Boumier, Tr. des Preuves*, §§ 152, 320; *Best, Ev. p. 294*, § 252.

**REUS LÆSÆ MAJESTATIS PUNITUR UT PEREAT UNUS NE PEREANT OMNES.** A traitor is punished that one may die lest all perish. 4 *Coke*, 124.

**REVE.** In old English law. The bailiff of a franchise or manor; an officer in parishes within forests, who marks the commonable cattle. *Cowell*.

**REVE MOTE.** In Saxon law. The court of the *reve*, *reeve*, or *shire reeve*. 1 *Reeve, Eng. Law*, 6.

**REVEL.** To behave in a noisy, boisterous manner, like a bacchanal. In *re Began*, 12 *R.I.* 309.

**REVELAND.** The land which in Domesday is said to have been "thane-land," and afterwards converted into "reveland." It seems to have been land which, having reverted to the king after the death of the thane, who had it for life, was not granted out to any by the king, but rested in charge upon the account of the reve or bailiff of the manor. *Spel. Feuds*, c. 24.

**REVELS.** Sports of dancing, masking, etc., formerly used in princes' courts, the inns of court, and noblemen's houses, commonly performed by night. There was an officer to order and supervise them, who was entitled the "master of the revels." *Cowell*.

**REVEDICATION.** To reclaim or to demand the restoration of; to "reclaim" being to claim something back, which is in the possession of another, but which belongs to the claimant. *Witson v. Succession of Staring, La.App.*, 175 *So.* 495, 498.

In civil law. The right of a vendor to reclaim goods sold out of the possession of the purchaser, where the price was not paid. *Story, Confl. Laws*, § 401. *Benedict v. Schaettle*, 12 *Ohio St.* 520; *Ellis v. Davis*, 3 *S.Ct.* 327, 109 *U.S.* 485, 27 *L.Ed.* 1006.

**REVEDICATION ACTION.** In civil law. One by which a man demands a restoration of a thing of which he claims to be the owner. *Cooney v. Blythe Co., La.App.*, 200 *So.* 517, 519.

**REVENUE.** Return, yield, as of land, profit, that which returns or comes back from an investment, the annual or periodical rents, profits, interest or issues of any species of property, real or personal, income. *Willoughby v. Willoughby*, 66 *R.I.* 430, 19 *A.2d* 857, 860.

Also the income of an individual or private corporation. *Humphrey v. Lang*, 169 *N.C.* 601, 86 *S.E.* 526, 527, *L.R.A.* 1916B, 626.

As applied to the income of a government, a broad and general term, including all public moneys which the state collects and receives, from whatever source and in whatever manner. *Flet-*

*cher v. Oliver*, 25 *Ark.* 295; *State ex rel. Thompson v. Board of Regents for Northeast Missouri State Teachers' College*, 305 *Mo.* 57, 264 *S.W.* 698, 700. The income which a state collects and receives into its treasury, and is appropriated for the payment of its expenses. *Public Market Co. of Portland v. City of Portland*, 171 *Or.* 522, 130 *P.2d* 624, 644.

### Land Revenues

See that title.

### Public Revenue

The revenue of the government of the state or nation; sometimes, perhaps, that of a municipality.

### Revenue Bills

Those that levy taxes in the strict sense of the word. *Hart v. Board of Com'rs of Burke County*, 192 *N.C.* 161, 134 *S.E.* 403, 404.

### Revenue Law

Any law which provides for the assessment and collection of a tax to defray the expenses of the government. Such legislation is commonly referred to under the general term "revenue measures," and those measures include all the laws by which the government provides means for meeting its expenditures. *The Nashville*, 17 *Fed.Cas.* 1178; *Twin City Nat. Bank v. Nebeker*, 3 *App. D.C.* 190; *Ard v. People*, 66 *Colo.* 480, 182 *P.* 892, 893; *Colorado Nat. Life Assur. Co. v. Clayton*, 54 *Colo.* 256, 130 *P.* 330, 332. For "Loss," see that title.

### Revenue Side of the Exchequer

That jurisdiction of the court of exchequer, or of the exchequer division of the high court of justice, by which it ascertains and enforces the proprietary rights of the crown against the subjects of the realm. The practice in revenue cases is not affected by the orders and rules under the judicature act of 1875. *Mozley & Whitley*.

**REVERSAL.** The annulling or making void a judgment on account of some error or irregularity. Usually spoken of the action of an appellate court.

### International Law

A declaration by which a sovereign promises that he will observe a certain order or certain conditions, which have been once established, notwithstanding any changes that might otherwise cause a deviation therefrom. *Bouvier*.

**REVERSE.** To overthrow, vacate, set aside, make void, annul, repeal, or revoke, as to reverse a judgment, sentence or decree, or to change to the contrary or to a former condition. *Department of Water and Power of City of Los Angeles v. Inyo Chemical Co., Cal.App.*, 100 *P.2d* 822, 826. *Securities and Exchange Commission v. C. M. Joiner Leasing Corporation, D.C.Tex.*, 53 *F.Supp.* 714, 715.

**REVERSER.** In Scotch law. The proprietor of an estate who grants a wadset (or mortgage) of

his lands, and who has a right, on repayment of the money advanced to him, to be replaced in his right. Bell.

**REVERSIBLE ERROR.** See Error.

**REVERSIO.** L. Lat. In old English law. The returning of land to the donor. Fleta, lib. 3, cc. 10, 12.

**REVERSIO TERRÆ EST TANQUAM TERRA REVERTENS IN POSSESSIONE DONATORI, SIVE HÆREDIBUS SUIS POST DONUM FINITUM.** Co. Litt. 142. A reversion of land is, as it were, the return of the land to the possession of the donor or his heirs after the termination of the estate granted.

**REVERSION, or ESTATE IN REVERSION.** The residue of an estate left by operation of law in the grantor or his heirs, or in the heirs of a testator, commencing in possession on the determination of a particular estate granted or devised. Strong v. Shatto, 45 Cal.App. 29, 187 P. 159, 162; Vantage Mining Co. v. Baker, 170 Mo.App. 457, 155 S.W. 466, 467.

Any future interest left in a transferor or his successor. Miller v. Dierken, 153 Pa.Super. 389, 33 A.2d 804, 805. It is a vested interest or estate, in as much as person entitled to it has a fixed right to future enjoyment. State ex rel. Tozer v. Probate Court of Washington County, 102 Minn. 268, 113 N.W. 888, 893.

The term reversion has two meanings, first, as designating the estate left in the grantor during the continuance of a particular estate and also the residue left in grantor or his heirs after termination of particular estate. Davidson v. Davidson, 350 Mo. 639, 167 S.W.2d 641, 642. Miller v. C. I. R., C.C.A.6, 147 F.2d 189, 193.

It differs from a remainder in that it arises by act of the law, whereas a remainder is by act of the parties. A reversion, moreover, is the remnant left in the grantor, whilst a remainder is the remnant of the whole estate disposed of, after a preceding part of the same has been given away. Copenhaver v. Pendleton, 155 Va. 463, 155 S. E. 802, 806, 77 A.L.R. 324.

#### Scotch Law

A right of redeeming landed property which has been either mortgaged or adjudicated to secure the payment of a debt. In the former case, the reversion is called "conventional;" in the latter case, it is called "legal;" and the period of seven years allowed for redemption is called the "legal." Bell; Paterson.

**Legal reversion.** In Scotch law. The period within which a proprietor is at liberty to redeem land adjudged from him for debt.

**REVERSIONARY.** That which is to be enjoyed in reversion.

**REVERSIONARY INTEREST.** The interest which a person has in the reversion of lands or other property. A right to the future enjoyment of property, at present in the possession or occupation of another. Holthouse. See, also, Reversion.

**REVERSIONARY LEASE.** One to take effect in futuro. A second lease, to commence after the expiration of a former lease. Wharton.

**REVERSIONER.** A person who is entitled to an estate in reversion. By an extension of its meaning, one who is entitled to any future estate or any property in expectancy.

**REVERT.** To turn back, to return to. Reichard v. Chicago, B. & Q. R. Co., 231 Iowa 563, 1 N.W. 2d 721, 727.

With respect to property to go back to and lodge in former owner, who parted with it by creating estate in another which has expired, or to his heirs. Petition of Smith, 291 Pa. 129, 139 A. 832, 835.

In a loose way the term "revert to" is sometimes used in a will as the equivalent of "go to," and, where the language of a will so indicates, it will be construed as used to designate the person to whom the testator wished the land to be given. Mastellar v. Atkinson, 94 Kan. 279, 146 P. 367, 368, Ann.Cas.1917B, 502; In re Owens' Will, 164 Wis. 260, 159 N.W. 906, 907.

**REVERTER.** Reversion. A possibility of reverter is that species of reversionary interest which exists when the grant is so limited that it may possibly terminate. 1 Washb. Real Prop. 63. See Formedon in the Reverter.

**REVEST.** To vest again. A seisin is said to *revest*, where it is acquired a second time by the party out of whom it has been divested. 1 Rep. Husb. & Wife, 353. Opposed to "divest." The words "revest" and "divest" are also applicable to the mere right or title, as opposed to the possession. Brown.

**REVESTIRE.** In old European law. To return or resign an investiture, seisin, or possession that has been received; to reinvest; to re-enfeoff. Spelman.

**REVIEW.** To re-examine judicially. A reconsideration; second view or examination; revision; consideration for purposes of correction. Used especially of the examination of a cause by an appellate court; and of a second investigation of a proposed public road by a jury of viewers. Swan v. Justices of Superior Court, 222 Mass. 542, 111 N.E. 386, 389; State v. Griffiths, 137 Wash. 448, 242 P. 969, 970.

#### Bill of Review

In equity practice. A bill, in the nature of a writ of error, filed to procure an examination and alteration or reversal of a decree made upon a former bill, which decree has been signed and enrolled. Story, Eq. Pl. § 403.

#### Commission of Review

In English ecclesiastical law. A commission formerly sometimes granted, in extraordinary cases, to revise the sentence of the court of delegates, when it was apprehended they had been led into a material error. 3 Bl.Comm. 67.

## REVIEW

### Court of Review

In England. A court established by 1 & 2 Wm. IV. c. 56, for the adjudicating upon such matters in bankruptcy as before were within the jurisdiction of the lord chancellor. It was abolished in 1847.

### Reviewing Taxation

The re-taxing or re-examining an attorney's bill of costs by the master. The courts sometimes order the masters to review their taxation, when, on being applied to for that purpose, it appears that items have been allowed or disallowed on some erroneous principle, or under some mistaken impression. 1 Archb. Pr. K. B. 55.

**REVILING CHURCH ORDINANCES.** An offense against religion punishable in England by fine and imprisonment. 4 Steph.Comm. 208.

**REVISE.** To review, re-examine for correction; to go over a thing for the purpose of amending, correcting, rearranging, or otherwise improving it; as, to revise statutes, or a judgment. American Indemnity Co. v. City of Austin, 112 Tex. 239, 246 S.W. 1019, 1023; State ex rel. Taylor v. Scofield, 184 Wash. 250, 50 P.2d 896, 897.

**REVISED STATUTES.** A body of statutes which have been revised, collected, arranged in order, and re-enacted as a whole. This is the legal title of the collections of compiled laws of several of the states, and also of the United States. Such a volume is usually cited as "Rev. Stat.," "Rev. St.," or "R. S."

**REVISING ASSESSORS.** In English law. Two officers elected by the burgesses of non-parliamentary municipal boroughs for the purpose of assisting the mayor in revising the parish burgess lists. Wharton.

**REVISING BARRISTERS' COURTS.** In English law. Courts held in the autumn throughout the country, to revise the list of voters for county and borough members of parliament.

Abolished by the Representation of the People Act, 1918, which repealed the statutes under which they existed. Wharton.

**REVISION.** A re-examination or careful reading over for correction or improvement. State Road Commission of West Virginia v. West Virginia Bridge Commission, 112 W.Va. 514, 166 S.E. 11, 13.

**REVISION OF STATUTES.** Is more than a re-statement of the substance thereof in different language, but implies a re-examination of them, and may constitute a restatement of the law in a corrected or improved form, in which case the statement may be with or without material change, and is substituted for and displaces and repeals the former law as it stood relating to the subjects within its purview. Maclean v. Brodigan, 41 Nev. 468, 172 P. 375; Elite Laundry Co. v. Dunn, 126 W.Va. 858, 30 S.E.2d 454, 458.

**REVIVAL.** The process of renewing the operative force of a judgment which has remained dormant or unexecuted for so long a time that execution cannot be issued upon it without new process to reanimate it. Havens v. Sea Shore Land Co., 57 N.J.Eq. 142, 41 A. 755.

The act of renewing the legal force of a contract or obligation, which had ceased to be sufficient foundation for an action, on account of the running of the statute of limitations, by giving a new promise or acknowledgment of it.

**REVIVE.** To renew, revivify; to make one's self liable for a debt barred by the statute of limitations by acknowledging it; or for a matrimonial offense, once condoned, by committing another. Police Jury of Caddo Parish v. City of Shreveport, 137 La. 1032, 69 So. 828, 831; Maclean v. Brodigan, 41 Nev. 468, 172 P. 375.

**REVIVOR, BILL OF.** In equity practice. A bill filed for the purpose of reviving or calling into operation the proceedings in a suit when, from some circumstance, (as the death of the plaintiff,) the suit had abated.

**REVIVOR, WRIT OF.** In English practice. Where it became necessary to revive a judgment, by lapse of time, or change by death, etc., of the parties entitled or liable to execution, the party alleging himself to be entitled to execution might sue out a writ of revivor in the form given in the act, or apply to the court for leave to enter a suggestion upon the roll that it appeared that he was entitled to have and issue execution of the judgment, such leave to be granted by the court or a judge upon a rule to show cause, or a summons, to be served according to the then present practice.

**REVOCABLE.** Susceptible of being revoked.

**REVOICATION.** The recall of some power, authority, or thing granted, or a destroying or making void of some deed that had existence until the act of revocation made it void. It may be either *general*, of all acts and things done before; or *special*, to revoke a particular thing. 5 Coke, 90. Ford v. Greenawalt, 292 Ill. 121, 126 N.E. 555, 556; O'Hagan v. Kracke, 300 N.Y.S. 351, 361, 165 Misc. 4.

Revocation by act of the party is an intentional or voluntary revocation. The principal instances occur in the case of authorities and powers of attorney and wills.

A revocation in law, or constructive revocation, is produced by a rule of law, irrespectively of the intention of the parties. Thus, a power of attorney is in general revoked by the death of the principal. Sweet.

**REVOICATION OF PROBATE.** Is where probate of a will, having been granted, is afterwards recalled by the court of probate, on proof of a subsequent will, or other sufficient cause.

**REVOICATION OF WILL.** The recalling, annulling or rendering inoperative an existing will, by

some subsequent act of the testator, which may be by the making of a new will inconsistent with the terms of the first, or by destroying the old will, or by disposing of the property to which it related, or otherwise. *Boudinot v. Bradford*, 2 Dall. 268, 1 L.Ed. 375. *Cutler v. Cutler*, 130 N.C. 1, 40 S.E. 689, 57 L.R.A. 209, 89 Am.St.Rep. 854.

**REVOCATIONE PARLIAMENTI.** An ancient writ for recalling a parliament. 4 Inst. 44.

**REVOCATUR.** Lat. It is recalled. This is the term, in English practice, appropriate to signify that a judgment is annulled or set aside for error in fact; if for error in law, it is then said to be *reversed*.

**REVOKE.** To annul or make void by recalling or taking back, cancel, rescind, repeal, reverse. *O'Hagan v. Kracke*, 300 N.Y.S. 351, 362, 165 Misc. 4.

**REVOLT.** The endeavor of the crew of a vessel, or any one or more of them, to overthrow the legitimate authority of her commander, with intent to remove him from his command, or against his will to take possession of the vessel by assuming the government and navigation of her, or by transferring their obedience from the lawful commander to some other person. *United States v. Kelly*, 11 Wheat. 417, 6 L.Ed. 508; *Hamilton v. U. S.*, C.C.A.Va., 268 F. 15, 18.

**REVOLUTION.** A complete overthrow of the established government in any country or state by those who were previously subject to it. *Gitlow v. Kiely*, D.C.N.Y., 44 F.2d 227, 232.

**REVOLUTIONARY**, *adj.* Pertaining to or connected with, characterized by, or of nature of, revolution. *Gitlow v. Kiely*, D.C.N.Y., 44 F.2d 227, 233.

**REVOLUTIONARY**, *n.* One who instigates or favors revolution or one taking part therein. *Gitlow v. Kiely*, D.C.N.Y., 44 F.2d 227, 233.

**REWARD.** A recompense or premium offered or bestowed by government or an individual in return for special or extraordinary services to be performed, or for special attainments or achievements, or for some act resulting to the benefit of the public; as, a reward for useful inventions, for the discovery and apprehension of criminals, for the restoration of lost property. *Kinn v. First Nat. Bank*, 95 N.W. 969, 118 Wis. 537, 99 Am.St. Rep. 1012.

That which is offered or given for some service or attainment; sum of money paid or taken for doing, or forbearing to do, some act. *Kirk v. Smith*, 48 Mont. 489, 138 P. 1088, 1089.

**REWME.** In old records. Realm, or kingdom.

**REX.** Lat. The king. The king regarded as the party prosecuting in a criminal action; as in the form of entitling such actions, "*Rex v. Doe.*"

**REX DEBET ESSE SUB LEGE QUIA LEX FACIT REGEM.** The king ought to be under the law, because the law makes the king. 1 Bl. Comm. 239.

**REX EST LEGALIS ET POLITICUS.** Lane, 27. The king is both a legal and political person.

**REX EST LEX VIVENS.** Jenk. Cent. 17. The king is the living law.

**REX EST MAJOR SINGULIS, MINOR UNIVERSIS.** Bract. 1. 1, c. 8. The king is greater than any single person, less than all.

**REX HOC SOLUM NON POTEST FACERE QUOD NON POTEST INJUSTE AGERE.** 11 Coke, 72. The king can do everything but an injustice.

**REX NON DEBIT ESSE SUB HOMINE, SED SUB DEO ET SUT LEGE, QUIA LEX FACIT REGEM.** Bract. fol. 5. The king ought to be under no man, but under God and the law, because the law makes a king. *Broom, Max.* 47.

**REX NON POTEST FALLERE NEC FALLI.** The king cannot deceive or be deceived. *Grounds & Rud. of Law* 438.

**REX NON POTEST PECCARE.** The king cannot do wrong; the king can do no wrong. 2 Rolle, 304. An ancient and fundamental principle of the English constitution. Jenk. Cent. p. 9, case 16; 1 Bl. Comm. 246.

**REX NUNQUAM MORITUR.** The king never dies. *Broom, Max.* 50; *Branch, Max.* (5th Ed.) 197; 1 Bl. Comm. 249.

**RHANDIR.** A part in the division of Wales before the Conquest; every township comprehended four gavels, and every gavel had four rhandirs, and four houses or tenements constituted every rhandir. *Tayl. Hist. Gav.* 69.

**RHODIAN LAWS.** The earliest code or collection of maritime laws. It was formulated by the people of the island of Rhodes, who, by their commercial prosperity and the superiority of their navies, had acquired the sovereignty of the seas. Its date is very uncertain, but is supposed (by Kent and others) to be about 900 B. C. Nothing of it is now extant except the article on jettison, which has been preserved in the Roman collections or Pandects (Dig. 14, 2; 3 Kent, Comm. 232, 233 "*Lex Rhodia de Jactu.*") The *Lex Rhodia de Jactu* provided that when the goods of an owner are thrown overboard for the safety of the ship or of the property of other owners, he becomes entitled to a ratable contribution. It has been adopted into the law of all civilized nations. *Campbell, Rom. L.* 137. Another code, under the same name, was published in more modern times, but is generally considered, by the best authorities, to be spurious. *Schomberg, Mar. Laws Rhodes*, 37, 38; 3 Kent, Comm. 3, 4; *Azuni, Mar. Law*, 265-296.

**RIAL.** A piece of gold coin current for 10s., in the reign of Henry VI., at which time there were half-rials and quarter-rials or rial-farthings. In the beginning of Queen Elizabeth's reign, golden rials were coined at 15s. a piece; and in the time of James I. there were rose-rials of gold at 30s. and spur-rials at 15s. *Lown. Essay Coins*, 38.

## RIBAUD

**RIBAUD.** A rogue; vagrant; whoremonger; a person given to all manner of wickedness. Cowell.

**RIBBONMEN.** Associations or secret societies formed in Ireland, having for their object the dispossession of landlords by murder and fire-raising. Wharton.

**RICHARD ROE, otherwise TROUBLESOME.** The casual ejector and fictitious defendant in ejectment, whose services are no longer invoked.

**RICOHOME.** Span. In Spanish law. A nobleman; a count or baron. 1 White, Recop. 36.

**RIDER.** A schedule or small piece of parchment annexed to some part of a roll or record. It is frequently familiarly used for any kind of a schedule or writing annexed to a document which cannot well be incorporated in the body of such document. Thus, in passing bills through a legislature, when a new clause is added after the bill has passed through committee, such new clause is termed a "rider." Brown, Cowell; Blount; 2 Tidd, Pr. 730; Com. v. Barnett, 48 A. 976, 199 Pa. 161, 55 L.R.A. 882. An additional paper attached to, and forming a part of, an insurance policy. Hukle v. Great American Ins. Co., 245 N.Y.S. 240, 242, 230 App.Div. 477.

**RIDER-ROLL.** Rider, which title see.

**RIDGLING.** A half-castrated horse. Brisco v. State, 4 Tex.App. 221, 30 Am.Rep. 162.

**RIDING ARMED.** In English law. The offense of riding or going armed with dangerous or unusual weapons is a misdemeanor tending to disturb the public peace by terrifying the good people of the land. 4 Steph. Comm. 357.

The Statute of Northampton, St. 2 Edw. III, c. 3, enacted in 1328, which made this an indictable offense, was in affirmance of the common law, and probably became a part of the common law of the American colonies. 68 C.J. p. 5, n. 35.

**RIDING CLERK.** In English law. One of the six clerks in chancery who, in his turn for one year, kept the controlment books of all grants that passed the great seal. The six clerks were superseded by the clerks of records and writs.

**RIDINGS, (corrupted from *trithings*.)** The names of the parts or divisions of Yorkshire, which, of course, are three only, viz., East Riding, North Riding, and West Riding.

**RIEN. L. Fr.** Nothing. It appears in a few law French phrases.

**RIEN CULP.** In old pleading. Not guilty.

**RIEN DIT.** In old pleading. Says nothing, (*nil dicit*.)

**RIEN LUY DOIT.** In old pleading. Owes him nothing. The plea of *nil debet*.

**RIENS EN ARRIÈRE.** Nothing in arrear. A plea in an action of debt for arrearages of account. Cowell.

**RIENS LOUR DEUST.** Not their debt. The old form of the plea of *nil debet*. 2 Reeve, Eng. Law, 332.

**RIENS PASSA PER LE FAIT.** Nothing passed by the deed. A plea by which a party might avoid the operation of a deed, which had been enrolled or acknowledged in court; the plea of *non est factum* not being allowed in such case.

**RIENS PER DESCENT.** Nothing by descent. The plea of an heir, where he is sued for his ancestor's debt, and has no land from him by descent, or assets in his hands. Cro. Car. 151; 1 Tidd, Pr. 645; 2 Tidd, Pr. 937.

**RIER COUNTY.** In old English law. After-county; *i. e.*, after the end of the county court. A time and place appointed by the sheriff for the receipt of the king's money after the end of his county, or county court. Cowell.

**RIFFLARE.** To take away anything by force.

**RIFLETUM.** A coppice or thicket. Cowell.

**RIGA.** In old European law. A species of service and tribute rendered to their lords by agricultural tenants. Supposed by Spelman to be derived from the name of a certain portion of land, called, in England, a "rig" or "ridge," an elevated piece of ground, formed out of several furrows. Burrill.

**RIGGING THE MARKET.** A term of the stock-exchange, denoting the practice of inflating the price of given stocks, or enhancing their quoted value, by a system of pretended purchases, designed to give the air of an unusual demand for such stocks. L. R. 13 Eq. 447.

**RIGHT.** As a *noun*, and taken in an *abstract* sense, justice, ethical correctness, or consonance with the rules of law or the principles of morals. In this signification it answers to one meaning of the Latin "*jus*," and serves to indicate law in the abstract, considered as the foundation of all rights, or the complex of underlying moral principles which impart the character of justice to all positive law, or give it an ethical content.

As a *noun*, and taken in a *concrete* sense, a power, privilege, faculty, or demand, inherent in one person and incident upon another. "Rights" are defined generally as "powers of free action." And the primal rights pertaining to men are undoubtedly enjoyed by human beings purely as such, being grounded in personality, and existing antecedently to their recognition by positive law. But leaving the abstract moral sphere, and giving to the term a juristic content, a "right" is well defined as "a capacity residing in one man of controlling, with the assent and assistance of the state, the actions of others." Holl. Jur. 69.

The noun substantive "a right" signifies that which jurists denominate a "faculty;" that which resides in a determinate person, by virtue of a given law, and which avails against a person (or answers to a duty lying on a person) other than the person in whom it resides. And the noun substantive "rights" is the plural of the noun substantive "a right." But the expression "right," when it is used as an adjective, is equivalent to the adjective



"just," as the adverb "rightly" is equivalent to the adverb "justly." And, when used as the abstract name corresponding to the adjective "right," the noun substantive "right" is synonymous with the noun substantive "justice." Aust. Jur. § 264, note.

In a narrower signification, an interest or title in an object of property; a just and legal claim to hold, use, or enjoy it, or to convey or donate it, as he may please. See Co. Litt. 345a.

The term "right," in civil society, is defined to mean that which a man is entitled to have, or to do, or to receive from others within the limits prescribed by law. Atehison & N. R. Co. v. Baty, 6 Neb. 40, 29 Am. Rep. 356.

That which one person ought to have or receive from another, it being withheld from him, or not in his possession. In this sense "right" has the force of "claim," and is properly expressed by the Latin "*jus*." Lord Coke considers this to be the proper signification of the word, especially in writs and pleadings, where an *estate is turned to a right*; as by discontinuance, disseisin, etc. Co. Litt. 345a.

See, also, Droit; Jus; Recht.

#### Classification

Rights may be described as *perfect* or *imperfect*, according as their action or scope is clear, settled, and determinate, or is vague and unfixd.

Rights are either *in personam* or *in rem*. A right *in personam* is one which imposes an obligation on a definite person. A right *in rem* is one which imposes an obligation on persons generally; *i. e.*, either on all the world or on all the world except certain determinate persons. Thus, if I am entitled to exclude all persons from a given piece of land, I have a right *in rem* in respect of that land; and, if there are one or more persons, A., B., and C., whom I am not entitled to exclude from it, my right is still a right *in rem*. Sweet.

Rights may also be described as either *primary* or *secondary*. *Primary* rights are those which can be created without reference to rights already existing. *Secondary* rights can only arise for the purpose of protecting or enforcing primary rights. They are either preventive (protective) or remedial (reparative.) Sweet.

*Preventive* or *protective secondary* rights exist in order to prevent the infringement or loss of primary rights. They are judicial when they require the assistance of a court of law for their enforcement, and extrajudicial when they are capable of being exercised by the party himself. *Remedial* or *reparative secondary* rights are also either judicial or extrajudicial. They may further be divided into (1) rights of restitution or restoration, which entitle the person injured to be replaced in his original position; (2) rights of enforcement, which entitle the person injured to the performance of an act by the person bound; and (3) rights of satisfaction or compensation. Sweet.

With respect to the ownership of external objects of property, rights may be classed as *absolute* and *qualified*. An absolute right gives to the person in whom it inheres the uncontrolled dominion over the object at all times and for all

purposes. A qualified right gives the possessor a right to the object for certain purposes or under certain circumstances only. Such is the right of a bailee to recover the article bailed when it has been unlawfully taken from him by a stranger.

Rights are also either *legal* or *equitable*. The former is the case where the person seeking to enforce the right for his own benefit has the legal title and a remedy at law. The latter are such as are enforceable only in equity; as, at the suit of *cestui que trust*.

#### Constitutional Law

There is also a classification of rights, with respect to the constitution of civil society. Thus, according to Blackstone, "the rights of persons, considered in their natural capacities, are of two sorts,—*absolute* and *relative*; absolute, which are such as appertain and belong to particular men, merely as individuals or single persons; relative, which are incident to them as members of society, and standing in various relations to each other." 1 Bl. Comm. 123. Johnson v. Johnson, 32 Ala. 637; People v. Berberich, 20 Barb. (N. Y.) 224.

Rights are also classified in constitutional law as natural, civil, and political, to which there is sometimes added the class of "personal rights."

*Natural* rights are those which grow out of the nature of man and depend upon personality, as distinguished from such as are created by law and depend upon civilized society; or they are those which are plainly assured by natural law (Borden v. State, 11 Ark. 519, 44 Am. Dec. 217); or those which, by fair deduction from the present physical, moral, social, and religious characteristics of man, he must be invested with, and which he ought to have realized for him in a jural society, in order to fulfill the ends to which his nature calls him. 1 Woolsey, Polit. Science, p. 26. Such are the rights of life, liberty, privacy, and good reputation. See Black, Const. Law (3d Ed.) 523.

*Civil* rights are such as belong to every citizen of the state or country, or, in a wider sense, to all its inhabitants, and are not connected with the organization or administration of government. They include the rights of property, marriage, protection by the laws, freedom of contract, trial by jury, etc. Winnett v. Adams, 71 Neb. 817, 99 N.W. 681. Or, as otherwise defined, civil rights are rights appertaining to a person in virtue of his citizenship in a state or community. Rights capable of being enforced or redressed in a civil action. Also a term applied to certain rights secured to citizens of the United States by the thirteenth and fourteenth amendments to the constitution, and by various acts of congress made in pursuance thereof. State of Iowa v. Railroad Co., C.C. Iowa, 37 F. 498, 3 L.R.A. 554; State v. Powers, 51 N.J.L. 432, 17 A. 969.

*Political* rights consist in the power to participate, directly or indirectly, in the establishment or administration of government, such as the right of citizenship, that of suffrage, the right to hold

## RIGHT

public office, and the right of petition. Black Const. Law (3d Ed.) 524; *Winnett v. Adams*, 71 Neb. 817, 99 N.W. 681.

*Personal rights* is a term of rather vague import, but generally it may be said to mean the right of personal security, comprising those of life, limb, body, health, reputation, and the right of personal liberty.

### As an Adjective

The term "right" means just, morally correct, consonant with ethical principles or rules of positive law. It is the opposite of wrong, unjust, illegal.

### Old English Law

The term denoted an accusation or charge of crime. *Fitzh. Nat. Brev.* 66 F.

### Other Compound and Descriptive Terms

**Base right.** In Scotch law, a subordinate right; the right of a subvassal in the lands held by him. *Bell*.

**Bill of rights.** See *Bill*.

**Common right.** See *Common*.

**Declaration of rights.** See *Bill of Rights*, under *Bill*.

**Exclusive right.** See *Exclusive Right*.

**Existing right.** See *Existing Right*.

**Marital rights.** See *Marital*.

**Mere right.** In the law of real estate, the mere right of property in land; the right of a proprietor, but without possession or even the right of possession; the abstract right of property.

**Patent right.** See *Patent*.

**Petition of right.** See *Petition*.

**Private rights.** Those rights which appertain to a particular individual or individuals, and relate either to the person, or to personal or real property. 1 *Chit. Gen. Pr.* 3.

The term "private right," as used with reference to the right of a person to injunctive relief, is used as a mere distinguishing term from "public right," and not as meaning any particular monopolistic right. *Long v. Southern Express Co.*, D.C.Fla., 201 F. 441, 444. "Private rights" of a municipal corporation, as effecting the running of the statute of limitations, are such as only that part of the municipality included within the corporate limits of a municipality are interested in. *Board of Com'rs of Woodward County v. Willett*, 49 Okl. 254, 152 P. 365, 366, L.R.A. 1916E, 92.

**Real right.** In Scotch law. That which entitles him who is vested with it to possess the subject as his own, and, if in the possession of another, to demand from him its actual possession. *Real rights* affect the subject itself; *personal* are founded in obligation. *Erskine, Inst.* 3, 1, 2.

**Right heir.** See *Heir*.

**Riparian rights.** See *Riparian*.

**Vested rights.** See *Vested*.

**Writ of right.** A procedure for the recovery of real property after not more than sixty years' adverse possession; the highest writ in the law, sometimes called, to distinguish it from others of the droitual class, the "writ of right proper." Abolished by 3 & 4 Wm. IV. c. 27. 3 *Steph. Comm.* 392.

**Writ of right close.** An abolished writ which lay for tenants in ancient demesne, and others of a similar nature, to try the right of their lands and tenements in the court of the lord exclusively. 1 *Steph. Comm.* 224.

**RIGHT AND WRONG TEST.** Under "this test" if, at the time of committing an act, the party was laboring under such a defect of reason from disease of the mind as not to know the nature and quality of the act he was doing, or if he did know the nature and quality thereof, that he did not know that he was doing what was wrong, he should not be held responsible under the criminal law. *State v. Wallace*, 170 Or. 60, 131 P.2d 222, 229, 230.

**RIGHT IN ACTION.** This is a phrase frequently used in place of *chose in action*, and having an identical meaning.

**RIGHT IN COURT.** See *Rectus in Curia*.

**RIGHT OF ACTION.** The right to bring suit; a legal right to maintain an action, growing out of a given transaction or state of facts and based thereon. *Hibbard v. Clark*, 56 N.H. 155, 22 Am. Rep. 442; *Webster v. County Com'rs*, 63 Me. 29.

By the old writers the phrase is commonly used to denote that a person has lost a right of entry, and has nothing but a right of action left. *Co.Litt.* 363b.

**RIGHT OF DISCUSSION.** In Scotch law. The right which the cautioner (surety) has to insist that the creditor shall do his best to compel the performance of the contract by the principal debtor, before he shall be called upon. 1 *Bell, Comm.* 347.

**RIGHT OF DIVISION.** In Scotch law. The right which each of several cautioners (sureties) has to refuse to answer for more than his own share of the debt. To entitle the cautioner to this right the other cautioners must be solvent, and there must be no words in the bond to exclude it. 1 *Bell, Comm.* 347.

**RIGHT OF ENTRY.** The right of taking or re-suming possession of land by entering on it in a peaceable manner.

**RIGHT OF HABITATION.** In Louisiana. The right to occupy another man's house as a dwelling, without paying rent or other compensation. *Civ.Code La.* art. 627.

**RIGHT OF LOCAL SELF-GOVERNMENT.** Power of citizens to govern themselves, as to matters purely local in nature, through officers of their own selection. *City of Ardmore v. Excise Board of Carter County*, 155 Okl. 126, 8 P.2d 2, 11.

**RIGHT OF POSSESSION.** Which may reside in one man, while another has the actual possession, being the right to enter and turn out such actual occupant; *e. g.*, the right of a disseisee. An apparent right of possession is one which may be defeated by a better; an actual right of possession, one which will stand the test against all opponents. 2 Bl. Comm. 196; Cahill v. Pine Creek Oil Co., 38 Okl. 568, 134 P. 64, 65.

**RIGHT OF PRIVACY.** See Privacy.

**RIGHT OF PROPERTY.** The mere right of property in land; the abstract right which remains to the owner after he has lost the right of possession, and to recover which the writ of right was given. United with possession, and the right of possession, this right constitutes a complete title to lands, tenements, and hereditaments. 2 Bl. Comm. 197.

**RIGHT OF REDEMPTION.** The right to disincumber property or to free it from a claim or lien; specifically, the right (granted by statute only) to free property from the incumbrance of a foreclosure or other judicial sale, or to recover the title passing thereby, by paying what is due, with interest, costs, etc. Not to be confounded with the "equity of redemption," which exists independently of statute but must be exercised before sale. Mayer v. Farmers' Bank, 44 Iowa 216; Millett v. Mullen, 95 Me. 400, 49 A. 871. Western Land & Cattle Co. v. National Bank of Arizona at Phoenix, 28 Ariz. 270, 236 P. 725, 726.

**RIGHT OF RELIEF.** In Scotch law. The right of a cautioner (surety) to demand reimbursement from the principal debtor when he has been compelled to pay the debt. 1 Bell, Comm. 347.

**RIGHT OF REPRESENTATION AND PERFORMANCE.** By the acts 3 & 4 Wm. IV. c. 15, and 5 & 6 Vict. c. 45, the author of a play, opera, or musical composition, or his assignee, has the sole right of representing or causing it to be represented in public at any place in the British dominions during the same period as the copyright in the work exists. The right is distinct from the copyright, and requires to be separately registered. Sweet.

**RIGHT OF SEARCH.** In international law. The right of one vessel, on the high seas, to stop a vessel of another nationality and examine her papers and (in some cases) her cargo. Thus, in time of war, a vessel of either belligerent has the right to search a neutral ship, encountered at sea, to ascertain whether the latter is carrying contraband goods.

**RIGHT OF WAY.** The right of passage or of way is a servitude imposed by law or by convention, and by virtue of which one has a right to pass on foot, or horseback, or in a vehicle, to drive beasts of burden or carts, through the estate of another. When this servitude results from the law, the exercise of it is confined to the wants of the person who has it. When it is the result

of a contract, its extent and the mode of using it is regulated by the contract. Civ. Code La. art. 722.

"Right of way," in its strict meaning, is the right of passage over another man's ground; and in its legal and generally accepted meaning, in reference to a *railway*, it is a mere easement in the lands of others, obtained by lawful condemnation to public use or by purchase. It would be using the term in an unusual sense, by applying it to an absolute purchase of the fee-simple of lands to be used for a railway or any other kind of a way. Williams v. Western Union Ry. Co., 50 Wis. 76, 5 N.W. 482. And see Kripp v. Curtis, 71 Cal. 62, 11 P. 879; Stuyvesant v. Woodruff, 21 N.J.L. 136, 57 Am. Dec. 156.

"Right of way" has a twofold significance, being sometimes used to mean the mere intangible right to cross, a right of crossing, a right of way, and often used to otherwise indicate that strip of land which a railroad appropriates to its own use, and upon which it builds its roadbed. Marion, B. & E. Traction Co. v. Sirmons, 180 Ind. 289, 102 N.E. 132.

The "right of way" is a space of conventional width for one or more railroad tracks, while a "railroad yard" might be extended indefinitely. City of New York v. New York & H. R. Co., Sup., 169 N.Y.S. 12, 14.

**RIGHT PATENT.** An obsolete writ, which was brought for lands and tenements, and not for an advowson, or common, and lay only for an estate in fee-simple, and not for him who had a lesser estate; as tenant in tail, tenant in frank marriage, or tenant for life. Fitzh. Nat. Brev. 1.

**RIGHT TO BEGIN.** On the hearing or trial of a cause, or the argument of a demurrer, petition, etc., the right to begin is the right of first addressing the court or jury. The right to begin is frequently of importance, as the counsel who begins has also the right of replying or having the last word after the counsel on the opposite side has addressed the court or jury. Sweet.

**RIGHT TO REDEEM.** Right of redemption, which title see.

**RIGHTS OF PERSONS.** Rights which concern and are annexed to the *persons* of men. 1 Bl. Comm. 122.

**RIGHTS OF THINGS.** Such as a man may acquire over external objects, or things unconnected with his person. 1 Bl. Comm. 122.

**RIGHTS, PETITION OF.** See Petition.

**RIGOR JURIS.** Lat. Strictness of law. Latch, 150. Distinguished from *gratia curiæ*, favor of the court.

**RIGOR MORTIS.** In medical jurisprudence. Cadaveric rigidity; a rigidity or stiffening of the muscular tissue and joints of the body, which sets in at a greater or less interval after death, but usually within a few hours, and which is one of the recognized tests of death.

**RING.** A clique; an exclusive combination of persons for illegitimate or selfish purposes; as to control elections or political affairs, distribute offices, obtain contracts, control the market or the stock-exchange, etc. Schomberg v. Walker, 132 Cal. 224, 64 P. 290.

## RING

**RING-DROPPING.** In criminal law. A phrase applied in England to a trick frequently practised in committing larcenies.

It is difficult to define it; it will be sufficiently exemplified by the following cases. The prisoner, with some accomplices, being in company with the prosecutor, pretended to find a valuable ring wrapped up in a paper, appearing to be a jeweller's receipt for "a rich brilliant diamond ring." They offered to leave the ring with the prosecutor if he would deposit some money and his watch as a security. The prosecutor, having accordingly laid down his watch and money on a table, was beckoned out of the room by one of the confederates, while the others took away his watch and money. This was held to amount to a larceny; 1 Leach 273. In another case, under similar circumstances, the prisoner procured from the prosecutor twenty guineas, promising to return them the next morning, and leaving the false jewel with him. This was also held to be larceny; 1 Leach 314; 2 East, Pl. Cr. 679.

**RINGING THE CHANGES.** A larceny effected by tendering a large bill or coin in payment of a small purchase and after correct change has been given, asking for other change and repeating the request until in the confusion of mind created by so many operations, more money is obtained than the thief is entitled to. *Howell v. State*, 28 Ala. App. 249, 182 So. 96, 97.

**RINGING UP.** A custom among commission merchants and brokers (not unlike the clearing-house system) by which they exchange contracts for sale against contracts for purchase, or reciprocally cancel such contracts, adjust differences of price between themselves, and surrender margins. *Samuels v. Oliver*, 130 Ill. 73, 22 N.E. 499; *U. S. v. New York Coffee & Sugar Exchange*, 44 S.Ct. 225, 226, 263 U.S. 611, 68 L.Ed. 475.

**RINGS-GIVING.** In English practice. A custom observed by serjeants at law, on being called to that degree or order. The rings are given to the judges, and bear certain mottoes, selected by the serjeant about to take the degree. *Brown*.

**RIOT.** In criminal law. A tumultuous disturbance of the peace by three persons or more, assembling together of their own authority, with an intent mutually to assist each other against any who shall oppose them, in the execution of some enterprise of a private nature, and afterwards actually executing the same in a violent and turbulent manner, to the terror of the people, whether the act intended were of itself lawful or unlawful. *Hawk. P. C.*, c. 65, § 1. *State v. Stalcup*, 23 N.C. 30, 35 Am.Dec. 732. *Symonds v. State*, 66 Okl.Cr. 49, 89 P.2d 970, 973.

When three or more persons together, and in a violent or tumultuous manner, assemble together to do an unlawful act, or together do a lawful act in an unlawful, violent, or tumultuous manner, to the disturbance of others, they are guilty of a riot. Any use of force or violence, disturbing the public peace, or any threat to use such force or violence, if accompanied by immediate power of execution, by two or more persons acting together, and without authority of law, is a riot.

**RIOT ACT.** A celebrated English statute, which provides that, if any twelve persons or more are unlawfully assembled and disturbing the peace, any sheriff, under-sheriff, justice of the peace, or mayor may, by proclamation, command them to disperse, (which is familiarly called "reading the

riot act,") and that if they refuse to obey, and remain together for the space of one hour after such proclamation, they are all guilty of felony. The act is 1 Geo. I, St. 2, c. 5.

**RIOTER.** One who encourages, promotes, or takes part in riots. *Symonds v. State*, 66 Okl.Cr. 49, 89 P.2d 970, 974.

**RIOTOSE.** L. Lat. Riotously. A formal and essential word in old indictments for riots. 2 *Strange*, 834.

**RIOTOUS ASSEMBLY.** In English criminal law. The unlawful assembling of twelve persons or more, to the disturbance of the peace, and not dispersing upon proclamation. 4 Bl. Comm. 142; 4 Steph. Comm. 273. And see *Madisonville v. Bishop*, 113 Ky. 106, 67 S.W. 269, 57 L.R.A. 130.

**RIOTOUSLY.** A technical word, properly used in indictments for riot. It of itself implies force and violence. 2 Chit. Crim. Law, 489.

**RIPA.** Lat. The banks of a river, or the place beyond which the waters do not in their natural course overflow.

**RIPARIA.** A medieval Latin word, which Lord Coke takes to mean water running between two banks; in other places it is rendered "bank."

**RIPARIAN.** Belonging or relating to the bank of a river; of or on the bank. Land lying beyond the natural watershed of a stream is not "riparian." *Bathgate v. Irvine*, 126 Cal. 135, 58 P. 442, 77 Am.St.Rep. 158. *Town of Gordonsville v. Zinn*, 129 Va. 542, 106 S.E. 508, 513, 14 A.L.R. 318.

The term is sometimes used as relating to the shore of the sea or other tidal water, or of a lake or other considerable body of water not having the character of a watercourse. But this is not accurate. The proper word to be employed in such connections is "littoral."

**RIPARIAN NATIONS.** In international law. Those who possess opposite banks or different parts of banks of one and the same river.

**RIPARIAN OWNER.** A riparian proprietor; one who owns land on the bank of a river. *Mettler v. Ames Realty Co.*, 61 Mont. 152, 201 P. 702, 703. See, also, *Littoral*.

**RIPARIAN PROPRIETOR.** An owner of land, bounded generally upon a stream of water, and as such having a qualified property in the soil to the thread of the stream with the privileges annexed thereto by law. *Potomac Steamboat Co. v. Upper Potomac Steamboat Co.*, 3 S.Ct. 445, 109 U.S. 672, 27 L.Ed. 1070.

**RIPARIAN RIGHTS.** The rights of the owners of lands on the banks of watercourses, relating to the water, its use, ownership of soil under the stream, accretions, etc. *Mobile Transp. Co. v. Mobile*, 128 Ala. 335, 30 So. 645, 64 L.R.A. 333, 86 Am.St.Rep. 143.

Generally speaking such rights are: (1) Use of water for general purposes, as bathing and domestic use; (2) to wharf out to navigability; (3) access to navigable waters. *Hilt v. Weber*, 252 Mich. 198, 233 N.W. 159, 168, 71 A.L.R. 1238.

**RIPARIAN WATER.** Water which is below the highest line of normal flow of the river, or stream, as distinguished from flood water. *Humphreys-Mexia Co. v. Arseneaux*, 116 Tex. 603, 297 S.W. 225, 229, 53 A.L.R. 1147; *Motl v. Boyd*, 116 Tex. 82, 286 S.W. 458, 468.

**RIPARUM USUS PUBLICUS EST JURE GEN- TIIUM, SICUT IPSIUS FLUMINIS.** The use of river-banks is by the law of nations public, like that of the stream itself. Dig. 1, 8, 5, pr.; *Fleta*, l. 3, c. 1, § 5.

**RIPE FOR JUDGMENT.** A suit, when it is so far advanced, by verdict, default, confession, the determination of all pending motions, or other disposition of preliminary or disputed matters, that nothing remains for the court but to render the appropriate judgment. *Hosmer v. Hoitt*, 161 Mass. 173, 36 N.E. 835.

**RIPTOWELL, or REAPTOWEL.** A gratuity or reward given to tenants after they had reaped their lord's corn, or done other customary duties. *Cowell*.

**RIPUARIAN LAW.** An ancient code of laws by which the Ripuarii, a tribe of Franks who occupied the country upon the Rhine, the Meuse, and the Scheldt, were governed. They were first reduced to writing by Theodoric, king of Austrasia, and completed by Dagobert. *Spelman*.

**RIPUARIAN PROPRIETORS.** Owners of lands bounded by a river or watercourse.

**RISCUS.** L. Lat. In the civil law. A chest for the keeping of clothing. *Calvin*.

**RISING OF COURT.** Properly the final adjournment of the court for the term, though the term is also sometimes used to express the cessation of judicial business for the day or for a recess; it is the opposite of "sitting" or "session." *State v. Weaver*, 11 Neb. 163, 8 N.W. 385.

**RISK.** In insurance law; the danger or hazard of a loss of the property insured; the casualty contemplated in a contract of insurance; the degree of hazard; a specified contingency or peril; and, colloquially, the specific house, factory, ship, etc., covered by the policy. *People ex rel. Daily Credit Service Corporation v. May*, 147 N.Y.S. 487, 489, 162 App.Div. 215; *Old Colony Trust Co. v. Commissioner of Internal Revenue*, C.C.A.1, 102 F.2d 380, 382.

**Assumption of risk.** See that title.

**Obvious risk.** See *Obvious*.

**Perceivable risk.** See *Perceivable*.

**RISK INCIDENT TO EMPLOYMENT.** Within Workmen's Compensation Acts, one growing out of or connected with what workman must do in fulfilling his contract of service, and may be either ordinary risk, directly connected with employment, or extraordinary risk indirectly connected with employment because of its special nature. *Belyus v. Wilkinson, Gaddis & Co.*, 115 N.J.L. 43,

178 A. 181, 184. *Olson Drilling Co. v. Industrial Commission*, 386 Ill. 402, 54 N.E.2d 452, 454.

**RISK OF NAVIGATION.** Not the equivalent of "perils of navigation," but is of more comprehensive import than the latter. *Pitcher v. Hennessey*, 48 N.Y. 419.

**RISTOURNE.** Fr. In insurance law; the dissolution of a policy or contract of insurance for any cause. *Emerig. Traité des Assur.* c. 16.

**RITE.** Lat. Duly and formally; legally; properly; technically.

**RIVAGE.** In French law. The shore, as of the sea.

In English law. A toll anciently paid to the crown for the passage of boats or vessels on certain rivers. *Cowell*.

**RIVEARE.** To have the liberty of a river for fishing and fowling. *Cowell*.

**RIVER.** A natural stream of water, of greater volume than a creek or rivulet, flowing in a more or less permanent bed or channel, between defined banks or walls, with a current which may either be continuous in one direction or affected by the ebb and flow of the tide. *Alabama v. Georgia*, 23 How. 513, 16 L.Ed. 556; *Motl v. Boyd*, 116 Tex. 82, 286 S.W. 458, 467.

*Rivers are public or private;* and of public rivers some are navigable and others not. The common-law distinction is that navigable rivers are those only wherein the tide ebbs and flows. But, in modern usage, any river is navigable which affords passage to ships and vessels, irrespective of its being affected by the tide.

**Public river.** A river capable in its natural state of some useful service to the public because of its existence as such, navigability being not the sole test. *St. Regis Paper Co. v. New Hampshire Water Resources Board*, 92 N.H. 164, 26 A.2d 832, 838.

**RIVER BANKS.** The boundaries which confine the water to its channel throughout the entire width when stream is carrying its maximum quantity of water. *Mammoth Gold Dredging Co. v. Forbes*, 39 Cal.App.2d 739, 104 P.2d 131, 137.

**RIXA.** Lat. In the civil law. A quarrel; a strife of words. *Calvin*.

**RIXATRIX.** In old English law. A scold; a scolding or quarrelsome woman. 4 Bl. Comm. 168.

**ROAD.** A highway; an open way or public passage; a line of travel or communication extending from one town or place to another; a strip of land appropriated and used for purposes of travel and communication between different places. *Shannon v. Martin*, 164 Ga. 872, 139 S.E. 671, 672, 54 A.L.R. 1246; *San Francisco-Oakland Terminal Rys. v. Alameda County*, 66 Cal.App. 77, 225 P. 304, 305. For "Farm-To-Market Roads," see that title.

In maritime-law. An open passage of the sea that receives its denomination commonly from some part adjacent, which, though it lie out at

## ROAD

sea, yet, in respect of the situation of the land adjacent, and the depth and wideness of the place, is a safe place for the common riding or anchoring of ships; as Dover road, Kirkley road, etc. Hale de Jure Mar. pt. 2, c. 2; The Cuzco, D.C. Wash., 225 F. 169, 176.

**Law of the road.** Custom or practice which has become crystallized into accepted system of rules regulating travel on highways. Short v. Robinson, 280 Ky. 707, 134 S.W.2d 594, 596. It relates to safety of travel, and is adjustment of rights of travelers using highway at same time. Cofran v. Griffin, 85 N.H. 29, 153 A. 817, 818.

In its specific application, the phrase "law of the road" refers to the rule which requires that vehicles meeting shall turn to the right in passing, or keep to the right of the middle of the highway. Blashfield, Cyc. of Automobile Law and Prac., Perm. Ed., §§ 636, 891.

**Private road.** This term has various meanings: (1) A road, the soil of which belongs to the owner of the land which it traverses, but which is burdened with a right of way. Morgan v. Livingston, 6 Mart. O. S. (La.) 231. (2) A neighborhood way, not commonly used by others than the people of the neighborhood, though it may be used by any one having occasion. State v. Mobley, 1 McMul. (S.C.) 44. (3) A road intended for the use of one or more private individuals, and not wanted nor intended for general public use, which may be opened across the lands of other persons by statutory authority in some states. Madera County v. Raymond Granite Co., 139 Cal. 128, 72 P. 915. (4) A road which is only open for the benefit of certain individuals to go from and to their homes for the service of their lands and for the use of some estates exclusively.

**Public road.** A highway; a road or way established and adopted (or accepted as a dedication) by the proper authorities for the use of the general public, and over which every person has a right to pass and to use it for all purposes of travel or transportation to which it is adapted and devoted. State ex rel. Clay County v. Hackmann, 270 Mo. 658, 195 S.W. 706, 708; Schier v. State, 96 Ohio St. 245, 117 N.E. 229.

**ROAD DISTRICTS.** Public or *quasi* municipal corporations organized or authorized by statutory authority in many of the states for the special purpose of establishing, maintaining, and caring for public roads and highways within their limits, sometimes invested with powers of local taxation, and generally having elective officers styled "overseers" or "commissioners" of roads. Farmer v. Myles, 106 La. 333, 30 So. 858; San Bernardino County v. Southern Pac. R. Co., 137 Cal. 659, 70 P. 782; Madden v. Lancaster County, C.C.A. Neb., 65 F. 191, 12 C.C.A. 566.

**ROAD HOG.** As applied to automobilists means that they selfishly occupy portions of the road which belong to others. Blue's Truck Line v. Harwell, 59 Ga.App. 305, 200 S.E. 500, 502.

**ROAD TAX.** A tax for the maintenance and repair of the public roads within the particular jurisdiction, levied either in money or in the form

of so many days' labor on the public roads exacted of all the inhabitants of the district. See Lewin v. State, 77 Ala. 46.

**ROADBED.** The whole material laid in place and ready for travel. Menut & Parks Co. v. Cray, 114 Vt. 41, 39 A.2d 342, 345, 156 A.L.R. 404.

**ROADSTEAD.** In maritime law. A known general station for ships, notoriously used as such, and distinguished by the name; and not any spot where an anchor will find bottom and fix itself. 1 C. Rob. Adm. 232.

**ROB.** To take personalty in possession of another from his person or his presence, feloniously and against his will, by violence or by putting him in fear. People v. Flohr, 30 Cal.App.2d 576, 86 P. 2d 862, 864.

**ROBBATOR.** In old English law. A robber. *Robbatores et burglatores*, robbers and burglars. Bract. fol. 115b.

**ROBBER.** One who commits a robbery. The term is not in law synonymous with "thief," but applies only to one who steals with force or open violence. De Rothschild v. Royal Mail Steam Packet Co., 7 Exch. 742; The Manitoba, D.C.N.Y., 104 F. 151.

**ROBBERY.** Felonious taking of personal property in the possession of another, from his person or immediate presence, and against his will, accomplished by means of force or fear. 1 Hawk. P. C. 25; 4 Bl. Comm. 243; United States v. Jones, 3 Wash. C. C. 209, F.Cas.No.15,494; Armstrong v. Commonwealth, 190 Ky. 217, 227 S.W. 162, 163; Robards v. State, 37 Okl.Cr. 371, 259 P. 166, 168. Where a person, either with violence or with threats of injury, and putting the person robbed in fear, takes and carries away a thing which is on the body, or in the immediate presence of the person from whom it is taken, under such circumstances that, in the absence of violence or threats, the act committed would be a theft. Steph. Crim. Dig. 208; 2 Russ. Crimes, 78. And see, further, State v. Osborne, 116 Iowa 479, 89 N.W. 1077. Thomas v. State, 91 Ala. 34, 9 So. 81.

Generally speaking, the elements of "robbery" are the taking of personal property or money from the person or presence of another by actual or constructive force without his consent and with the *animus furandi* or intent to steal. Robbery may thus be said to be a compound larceny, composed of the crime of larceny from the person with the aggravation of force, actual or constructive, used in the taking. Williams v. Mayo, 126 Fla. 871, 172 So. 86, 87.

**Highway Robbery.** The crime of robbery committed upon or near a public highway. State v. Brown, 113 N.C. 645, 18 S.E. 51; Anderson v. Hartford Accident & Indemnity Co., 247 P. 507, 510, 77 Cal.App. 641; The felonious and forcible taking of property from the person of another on a highway. State v. Holt, 192 N.C. 490, 135 S.E. 324, 325. It differs from robbery in general only in the place where it is committed. Robbery by hold-up originally applied to the stopping and robbery of traveling parties, but the term has acquired a

**broader meaning.** It has come to be applied to robbery in general, by the use of force or putting in fear. *Duluth St. Ry. Co. v. Fidelity & Deposit Co. of Maryland*, 136 Minn. 299, 161 N.W. 595, 596, L.R.A. 1917D, 684. In England, by St. 23 Hen. VIII. c. 1, this was made felony without benefit of clergy, while robbery committed elsewhere was less severely punished. The distinction was abolished by St. 3 & 4 W. & M. c. 9, and in this country it has never prevailed generally.

**ROBE.** Fr. A word anciently used by sailors for the cargo of a ship. The Italian "*roba*" had the same meaning.

**ROBERDSMEN.** In old English law. Persons who, in the reign of Richard I, committed great outrages on the borders of England and Scotland. Said to have been the followers of Robert Hood, or Robin Hood. 4 Bl. Comm. 246.

**ROD.** A lineal measure of sixteen feet and a half, otherwise called a "perch."

**ROD KNIGHTS.** In feudal law. Certain servants who held their land by serving their lords on horseback. Cowell.

**ROD LICENSE.** In Canadian law, a license, granted on payment of a tax or fee, permitting the licensee to angle for fish (particularly salmon) which are otherwise protected or preserved.

**ROGARE.** Lat. In Roman law. To ask or solicit. *Rogare legem*, to ask for the adoption of a law, *i. e.*, to propose it for enactment, to bring in a bill. In a derivative sense, to vote for a law so proposed; to adopt or enact it.

**ROGATIO.** Lat. In Roman law. An asking for a law; a proposal of a law for adoption or passage. Derivatively, a law passed by such a form.

**ROGATIO TESTIUM.** This in making a nuncupative will, is where the testator formally calls upon the persons present to bear witness that he has declared his will. *Williams' Ex'rs*, 116; *Browne, Prob. Pr.* 59.

**ROGATION WEEK.** In English ecclesiastical law. The second week before Whitsunday, thus called from three fasts observed therein, the Monday, Tuesday, and Wednesday, called "Rogation days," because of the extraordinary prayers then made for the fruits of the earth, or as a preparation for the devotion of Holy Thursday. *Wharton*.

**ROGATIONES, QUÆSTIONES, ET POSITIONES DEBENT ESSE SIMPLICES.** *Hob.* 143. Demands, questions, and claims ought to be simple.

**ROGATOR.** Lat. In Roman law. The proposer of a law or rogation.

**ROGATORY LETTERS.** A commission from one judge to another requesting him to examine a witness. See *Letter*.

**ROGO.** Lat. In Roman law. I ask; I request. A precatory expression often used in wills. *Dig.* 30, 108, 13, 14.

**ROGUE.** In English criminal law. An idle and disorderly person; a trickster; a wandering beggar; a vagrant or vagabond. 4 Bl. Comm. 169.

**ROLE D'ÉQUIPAGE.** In French mercantile law. The list of a ship's crew; a muster roll.

**ROLL, n.** A schedule of parchment which may be turned up with the hand in the form of a pipe or tube. *Jacob*.

A schedule or sheet of parchment on which legal proceedings are entered. *Brown*.

In English practice, there were formerly a great variety of these rolls, appropriated to the different proceedings; such as the *warrant of attorney* roll, the *process* roll, the *recognizance* roll, the *imparlance* roll, the *plea* roll, the *issue* roll, the *judgment* roll, the *scire facias* roll, and the roll of proceedings on writs of *error*. 2 *Tidd, Pr.* 729, 730.

In modern practice, the term is sometimes used to denote a record of the proceedings of a court or public office.

Thus, in English practice, the roll of parchment on which the issue is entered is termed the "issue roll." So the rolls of a manor, wherein the names, rents, and services of the tenants are copied and enrolled, are termed the "court rolls." There are also various other rolls; as those which contain the records of the court of chancery, those which contain the registers of the proceedings of old parliaments, called "rolls of parliament," etc. *Brown*.

**Assessment Roll**

In taxation, the list or roll of taxable persons and property, completed, verified, and deposited by the assessors. *Bank v. Genoa*, 28 *Misc.* 71, 59 *N.Y.S.* 829; *Adams v. Brennan*, 72 *Miss.* 894, 18 *So.* 482.

**Judgment Roll**

In English practice. A roll of parchment containing the entries of the proceedings in an action at law to the entry of judgment inclusive, and which is filed in the treasury of the court. 1 *Arch. Pr. K. B.* 227, 228; 2 *Tidd, Pr.* 931; *Pettis v. Johnston*, 78 *Okl.* 277, 190 *P.* 681, 700. A record made of the issue roll (*q. v.*), which, after final judgment has been given in the cause, assumes this name. *Steph. Pl. Andr. ed.* § 97; 3 *Chitty, Stat.* 514; *Freem. Judg.* § 75. The *Judicature Act of 1875* requires every judgment to be entered in a book by the proper officer.

It has been abolished, as such, in New Jersey; *Jennings v. Philadelphia & R. Co.*, C.C.N.J., 23 *F.* 569, 571. There is said to be hopeless confusion in the cases in this country as to what constitutes the judgment roll. All the cases agree that the complaint, the summons and, most of them, the return on the summons, the affidavit for publication in case of constructive service, and papers of that sort are included therein; *Terry v. Gibson*, 23 *Colo. App.* 273, 128 *P.* 1127, 1128, citing many cases, and also 1 *Gr. Evid.* 511, and *Freem. Judg.* § 78; *Madsen v. Hodson*, 69 *Utah* 527, 256 *P.* 792, 793. See the title *Roll*.

**Master of the Rolls**

See *Master*.

**Oblate Rolls**

See that title.

# ROLL

## Rolls of Parliament

The manuscript registers of the proceedings of old parliaments; in these rolls are likewise a great many decisions of difficult points of law, which were frequently, in former times, referred to the determination of this supreme court by the judges of both benches, etc.

## Rolls of the Exchequer

There are several in this court relating to the revenue of the country.

## Rolls of the Temple

In English law. In each of the two Temples is a roll called the "calves-head roll," wherein every bencher, barrister, and student is taxed yearly; also meals to the cook and other officers of the houses, in consideration of a dinner of calves-head, provided in Easter term. Orig. Jur. 199.

## Rolls Office of the Chancery

In English law. An office in Chancery Lane, London, which contains rolls and records of the high court of chancery, the master whereof is the second person in the chancery, etc. The rolls court was there held, the master of the rolls sitting as judge; and that judge still sits there as a judge of the chancery division of the high court of justice. Wharton.

## Tax Roll

A schedule or list of the persons and property subject to the payment of a particular tax, with the amounts severally due, prepared and authenticated in proper form to warrant the collecting officers to proceed with the enforcement of the tax. *Babcock v. Beaver Creek Tp.*, 64 Mich. 601, 31 N. W. 423; *Smith v. Scully*, 66 Kan. 139, 71 P. 249.

**ROLL**, *v.* To rob. *Lasecki v. State*, 190 Wis. 274, 208 N.W. 868, 869. *Long v. State*, 141 S.W.2d 349, 350, 139 Tex.Cr.R. 536.

**ROLLING**. En route; on way to destination; in transit. Sales of goods are often made "rolling" f. o. b. a designated place. *Vaccaro Bros. & Co. v. Farris*, 92 W.Va. 655, 115 S.E. 830, 831.

**ROLLING STOCK**. The portable or movable apparatus and machinery of a railroad, particularly such as moves on the road, viz., engines, cars, tenders, coaches, and trucks. *Great Northern Ry. Co. v. Flathead County*, 61 Mont. 263, 202 P. 198, 200; *Black Diamond Coal Mining Co. v. Glover Mach. Works*, 212 Ala. 654, 103 So. 853, 854.

**ROLLING STOCK PROTECTION ACT**. The act of 35 & 36 Vict. c. 50, passed to protect the rolling stock of railways from distress or sale in certain cases.

**ROMA PEDITÆ**. Lat. Pilgrims that traveled to Rome on foot.

**ROMAN CATHOLIC CHARITIES ACT**. The statute 23 & 24 Vict. c. 134, providing a method for enjoying estates given upon trust for Roman Cath-

olics, but invalidated by reason of certain of the trusts being superstitious or otherwise illegal. 3 Steph. Comm. 76.

**ROMAN CATHOLIC CHURCH**. The juristic personality of the Roman Catholic Church, with the right to sue and to take and hold property has been recognized by all systems of European law from the fourth century. It was formally recognized between Spain and the Papacy and by Spanish laws from the beginning of the settlements in the Indies, also by our treaty with Spain in 1898, whereby its property rights were solemnly safeguarded. *Municipality of Ponce v. Roman Catholic Church in Porto Rico*, 28 S.Ct. 737, 210 U.S. 296, 52 L.Ed. 1068. To the same effect as to the Philippines; *Santos v. Roman Catholic Church*, 29 S.Ct. 338, 212 U.S. 463, 53 L.Ed. 599.

**ROMAN LAW**. In a general sense, comprehends all the laws which prevailed among the Romans, without regard to the time of their origin, including the collections of Justinian.

In a more restricted sense, the Germans understand by this term merely the law of Justinian, as adopted by them. Mackeld. Rom. Law, § 18.

In England and America, it appears to be customary to use the phrase, indifferently with "the civil law," to designate the whole system of Roman jurisprudence, including the *Corpus Juris Civilis*; or, if any distinction is drawn, the expression "civil law" denotes the system of jurisprudence obtaining in those countries of continental Europe which have derived their juridical notions and principles from the Justinian collection, while "Roman law" is reserved as the proper appellation of the body of law developed under the government of Rome from the earliest times to the fall of the empire.

**ROME-SCOT, or ROME-PENNY**. Peter-pence, (*q. v.*). Cowell.

**ROMNEY MARSH**. A tract of land in the county of Kent, England, containing twenty-four thousand acres, governed by certain ancient and equitable laws of sewers, composed by Henry de Bathe, a venerable judge in the reign of King Henry III.; from which laws all commissioners of sewers in England may receive light and direction. 3 Bl.Comm. 73, note *t*; 4 Inst. 276.

**ROOD OF LAND**. The fourth part of an acre in square measure, or one thousand two hundred and ten square yards.

**ROOM**. A space for occupancy or use inclosed on all sides, as in building or apartment, frequently named for use to which it is put as bedroom, dining room, toolroom. *Featherstone v. Dessert*, 173 Wash. 264, 22 P.2d 1050.

**ROOMER**. A lodger, one who rents a room or rooms in a house. *Atlantic City v. Le Beck*, 125 N.J.L. 373, 15 A.2d 653, 654.

**ROOT OF DESCENT**. The same as "stock of descent."



**ROOT OF TITLE.** The document with which an abstract of title properly commences. Sweet.

**ROS.** A kind of rushes, which some tenants were obliged by their tenure to furnish their lords withal. Cowell.

**ROSLAND.** Healthy ground, or ground full of ling; also watery and moorish land. 1 Inst. 5.

**ROSTER.** A list of persons who are to perform certain legal duties when called upon in their turn. In military affairs it is a table or plan by which the duty of officers is regulated. Matthews v. Bowman, 25 Me. 167.

**ROTA.** L. Lat. Succession; rotation. "Rota of presentations;" "rota of the terms." 2 W.Bl. 772, 773.

A roll or list, as of schoolboys, soldiers, jurors, or the like. Cent. Dict.

In the Roman Catholic Church, an ecclesiastical court, called also "Rota Romana," consisting of 12 "auditors." Webster, Dict. One of its members must be a German, one a Frenchman, two Spaniards, and eight Italians. Encyc. Brit. It has its seat at the papal court, and is divided into two colleges or senates, having jurisdiction of appeals and of all matters beneficiary and patrimonial. There is no appeal from its decisions except to the Pope. Cent. Dict.

Also, a celebrated court at Genoa about the sixteenth century, or before, whose decisions in maritime matters form the first part of *Straccha de Merc.* Ingersoll's Roccus.

**ROTA.** Span. In Spanish law. Obliterated. White, New Recop. b. 3, tit. 7, c. 5, § 2.

**ROTHER-BEASTS.** A term which includes oxen, cows, steers, heifers, and such like horned animals. Cowell.

**ROTTEN BOROUGHS.** Small boroughs in England, which prior to the reform act, 1832, returned one or more members to parliament.

**ROTTEN CLAUSE.** A clause sometimes inserted in policies of marine insurance to the effect that "if, on a regular survey, the ship shall be declared unseaworthy by reason of being *rotten* or unsound," the insurers shall be discharged. 1 Phil. Ins. § 849. See *Steinmetz v. United States Ins. Co.*, 2 Serg. & R. (Pa.) 296.

**ROTULUS WINTONIÆ.** The roll of Winton. An exact survey of all England, made by Alfred, not unlike that of Domesday; and it was so called because it was kept at Winchester, among other records of the kingdom; but this roll time has destroyed. Ingulph. Hist. 516.

**ROTURE.** Fr. In old French and Canadian law. A free tenure without the privilege of nobility; the tenure of a free commoner.

**ROTURIER.** Fr. In old French and Canadian law. A free tenant of land on services exigible either in money or in kind. Steph. Lect. 229. A

free commoner; one who held of a superior, but could have no inferior below him.

**ROUND-ROBIN.** A circle divided from the center, like Arthur's round table, whence its supposed origin. In each compartment is a signature, so that the entire circle, when filled, exhibits a list, without priority being given to any name. A common form of round-robin is simply to write the names in a circular form. Wharton.

**ROUP.** In Scotch law. A sale by auction. Bell.

**ROUT.** A rout is an unlawful assembly which has made a motion towards the execution of the common purpose of the persons assembled. It is, therefore, between an unlawful assembly and a riot. Steph. Crim. Dig. 41. Whenever two or more persons assembled and acting together, make any attempt or advance toward the commission of an act which would be a riot if actually committed. *Follis v. State*, 37 Tex.Cr.R. 535, 40 S.W. 277.

**ROUTE.** Course, line of travel, or transit. Louisiana Highway Commission v. Cormier, 13 La.App. 459, 128 So. 56, 61. A trodden or usual way. *Tuggle v. Parker*, 159 Kan. 572, 156 P.2d 533, 534.

In railroad parlance, a designated course over a way or right of way, irrespective of the singleness or multiplicity of operation thereon. *Regenhardt Const. Co. v. Southern Ry.* in Kentucky, 297 Ky. 840, 181 S.W.2d 441, 444.

In French insurance law. The way that is taken to make the voyage insured. The direction of the voyage assured.

**ROUTOUSLY.** In pleading. A technical word in indictments, generally coupled with the word "riotously." 2 Chit. Crim. Law, 488.

**ROY.** L. Fr. The king.

**ROY EST L'ORIGINAL DE TOUTS FRANCHISES.** Keilw. 138. The king is the origin of all franchises.

**ROY N'EST LIE PER ASCUN STATUTE SI IL NE SOIT EXPRESSMENT NOSME.** The king is not bound by any statute, unless expressly named. Jenk. Cent. 307; Broom, Max. 72.

**ROY POET DISPENSER OVE MALUM PROHIBITUM, MAIS NON MALUM PER SE.** Jenk. Cent. 307. The king can grant a dispensation for a *malum prohibitum*, but not for a *malum per se*.

**ROYAL.** Of or pertaining to or proceeding from the king or sovereign in a monarchical government.

**ROYAL ASSENT.** The last form through which a bill goes previously to becoming an act of parliament. It is, in the words of Lord Hale, "the complement and perfection of a law." The royal assent is given either by the king in person or by royal commission by the king himself, signed with his own hand. It is rarely given in person, except when at the end of the session the king

## ROYAL

**attends** to prorogue parliament, if he should do so. Brown.

**ROYAL BURGHS.** Boroughs incorporated in Scotland by royal charter. Bell.

**ROYAL COURTS OF JUSTICE.** Under the statute 42 & 43 Vict. c. 78, § 28, this is the name given to the buildings, together with all additions thereto, erected under the courts of justice building act, 1865, (28 & 29 Vict. c. 48,) and courts of justice concentration (site) act, 1865, (28 & 29 Vict. c. 49.) Brown.

**ROYAL FISH.** See Fish.

**ROYAL GRANTS.** Conveyances of record in England. They are of two kinds: (1) Letters patent; and (2) letters close, or writs close. 1 Steph. Comm. 615-618.

**ROYAL HONORS.** In the language of diplomacy, the privilege enjoyed by every kingdom in Europe, by the pope, and Swiss confederations, to precedence over all others who do not enjoy the same rank, with the exclusive right of sending to other states public ministers of the first rank, as ambassadors, together with other distinctive titles and ceremonies. Wheat. Int. Law, pt. 2, c. 3, § 2.

**ROYAL MINES.** Mines of silver and gold belonged to the king of England, as part of his prerogative of coinage, to furnish him with material. 1 Bl.Comm. 294.

**ROYAL PREROGATIVE.** Those rights and capacities which the king enjoys alone in contradistinction to others and not to those which he enjoys in common with any of his subjects. It is that special pre-eminence which the sovereign has over all other persons, and out of the course of the common law by right of regal dignity. *Ætna Casualty & Surety Co. v. Bramwell*, D.C. Or., 12 F.2d 307, 309.

**ROYAL TITLES ACT, 1901.** The title of the sovereign is "By the Grace of God of the United Kingdom of Great Britain and Ireland and of the British Dominions beyond the Seas King, Defender of the Faith, Emperor of India."

**ROYALTIES.** Regalities; royal property.

**ROYALTY.** A payment reserved by the grantor of a patent, lease of a mine, or similar right, and payable proportionately to the use made of the right by the grantee. *Raynolds v. Hanna*, C. C. Ohio, 55 F. 800.

In mining and oil operations, a share of the product or profit paid to the owner of the property. *Marias River Syndicate v. Big West Oil Co.*, 98 Mont. 254, 38 P.2d 599, 601.

A payment which is made to an author or composer by an assignee or licensee in respect of each copy of his work which is sold, or to an inventor in respect of each article sold under the patent. Sweet.

**ROYALTY ACRES.** That part of the oil that goes to landowner, whether it be in place or after production. *Dickens v. Tisdale*, 204 Ark. 838, 164 S.W.2d 990, 992.

**ROYALTY BONUS.** The consideration for oil and gas lease over and above the usual royalty of one-eighth. *Sheppard v. Stanolind Oil & Gas Co.*, Tex.Civ.App., 125 S.W.2d 643, 648.

**RUBRIC.** The directions in the Book of Common Prayer of the Church of England are so called, being, in the authorized version of 1662, printed in red letters.

**RUBRIC OF A STATUTE.** Its title, which was anciently printed in red letters. It serves to show the object of the legislature, and thence affords the means of interpreting the body of the act; hence the phrase, of an argument, "*a rubro ad nigrum*." Wharton.

**RUDENESS.** Roughness; incivility; violence. Touching another with rudeness may constitute a battery.

**RUINA.** Lat. In the civil law. Ruin, the falling of a house. Dig. 47, 9.

**RULE, v.** To command or require by a rule of court; as, to rule the sheriff to return the writ, to rule the defendant to plead. To settle or decide a point of law arising upon a trial at *nisi prius*; and, when it is said of a judge presiding at such a trial that he "ruled" so and so, it is meant that he laid down, settled, or decided such and such to be the law.

**RULE, n.** An established standard, guide, or regulation; a principle or regulation set up by authority, prescribing or directing action or forbearance; as, the rules of a legislative body, of a company, court, public office, of the law, of ethics. A regulation made by a court of justice or public office with reference to the conduct of business therein.

An order made by a court, at the instance of one of the parties to a suit, commanding a ministerial officer, or the opposite party, to do some act, or to show cause why some act should not be done. It is usually upon some interlocutory matter, and has not the force or solemnity of a decree or judgment.

A rule of law. Thus, we speak of the rule against perpetuities; the rule in *Shelley's Case*, etc.

### Cross-Rules

These were rules where each of the opposite litigants obtained a rule *nisi*, as the plaintiff to increase the damages, and the defendant to enter a nonsuit. Wharton.

### General Rules

General or standing orders of a court, in relation to practice, etc.

**Rule Absolute**

One which commands the subject-matter of the rule to be forthwith enforced. It is usual, when the party has failed to show sufficient cause against a rule *nisi*, to "make the rule absolute," *i. e.*, imperative and final.

**Rule Against Perpetuities**

See that title.

**Rule-Day**

In practice. The day on which a rule is returnable, or on which the act or duty enjoined by a rule is to be performed. *Cook v. Cook*, 18 Fla. 637.

**Rule Discharged**

A term indicating that the court has refused to take the action sought by the rule, or has decided that the cause shown against the rule is deemed sufficient.

**Rule in Shelley's Case**

See *Shelley's Case*, Rule in.

**Rule Nisi**

A rule which will become imperative and final *unless* cause be shown against it. This rule commands the party to show cause why he should not be compelled to do the act required, or why the object of the rule should not be enforced.

**Rule of 1756**

A rule of international law, first practically established in 1756, by which neutrals, in time of war, are prohibited from carrying on with a belligerent power a trade which is not open to them in time of peace. 1 *Kent*, Comm. 82.

**Rule of Apportionment**

Rule that, where subdivided tract contains more or less than aggregate amount called for, excess or deficiency is apportioned among several tracts. *Geiger v. Uhl*, 204 Ind. 135, 180 N.E. 10, 12.

**Rules of Course**

Rules of course are rules which courts authorize their officers to grant without formal application to a judge. Such rules were technically termed in English practice, "side bar rules", because formerly they were moved for by the attorneys at the side bar in court. *Brown*.

**Rules of Court**

The rules for regulating the practice of the different courts, which the judges are empowered to frame and put in force as occasion may require. *Brown*; *Goodlett v. Charles*, 14 Rich. Law (S. C.) 49.

**Rule of Four**

The Supreme Court's practice of granting certiorari on vote of four Justices. *Rogers v. Missouri Pac. R. Co.*, Ill., Mo., N.Y., Ohio, 77 S.Ct. 459, 478, 357 U.S. 521, 1 L.Ed.2d 515.

**Rule of Kent**

Where realty is given by will absolutely to one person, with gift over to another of such portion as may remain undisposed of by first taker at his death, gift over is void, as repugnant to absolute property first given. *Andrews v. Andrews*, 116 S.E.2d 436, 440, 253 N.C. 139.

**Rule of Law**

A legal principle, of general application, sanctioned by the recognition of authorities, and usually expressed in the form of a maxim or logical proposition. Called a "rule," because in doubtful or unforeseen cases it is a guide or norm for their decision. *Toullier*, tit. prel. no. 17.

**Rule of Lenity**

Where the intention of Congress is not clear from the act itself and reasonable minds might differ as to its intention, the court will adopt the less harsh meaning. *U. S. v. Callanan*, D.C.Mo., 173 F.Supp. 98, 100.

**Rules of Practice**

Certain orders made by the courts for the purpose of regulating the practice in actions and other proceedings before them.

**Rule of Presumption**

Rule changes one of burdens of proof, that is, it declares that main fact will be inferred or assumed from some other fact until evidence to contrary is introduced. *Barrett v. U. S.*, C.A.Ga., 322 F.2d 292, 294.

**Rules of Procedure**

Rules made by a legislative body concerning the mode and manner of conducting its business. *Heiskell v. Baltimore*, 65 Md. 125, 4 A. 116, 57 Am. Rep. 308.

**Rule of Property**

A settled rule or principle, resting usually on precedents or a course of decisions, regulating the ownership or devolution of property. *Yazoo & M. V. R. Co. v. Adams*, 81 Miss. 90, 32 So. 937.

**Rule of the Road**

The popular English name for the regulations governing the navigation of vessels in public waters, with a view to preventing collisions. *Sweet*.

**Rule to Plead**

A rule of court, taken by a plaintiff as of course, requiring the defendant to plead within a given time, on pain of having judgment taken against him by default.

**Rule to Show Cause**

A rule commanding the party to appear and show cause why he should not be compelled to do the act required, or why the object of the rule should not be enforced; a rule *nisi*, (*q. v.*).

**Special Rule**

Rules granted without any motion in court, or when the motion is only assumed to have been made, and is not actually made, are called "common" rules; while the rules granted upon motion

## RULE

actually made to the court in term, or upon a judge's order in vacation, are termed "special" rules. Brown. The term may also be understood as opposed to "general" rule; in which case it means a particular direction, in a matter of practice, made for the purposes of a particular case.

**RULE AGAINST PERPETUITIES.** Principle that no interest in property is good unless it must vest, if at all, not later than 21 years, plus period of gestation, after some life or lives in being at time of creation of interest. Perkins v. Iglehart, 183 Md. 520, 39 A.2d 672, 676. Bliven v. Borden, 56 R.I. 283, 185 A. 239, 244. St. Louis Union Trust Co. v. Bassett, 85 S.W.2d 569, 575, 337 Mo. 604, 101 A.L.R. 1266.

Some states modified this common law principle by statute.

See, also, Perpetuity.

**RULES.** In American practice. This term is sometimes used, by metonymy, to denote a time or season in the judicial year when motions may be made and rules taken, as special terms or argument-days, or even the vacations, as distinguished from the regular terms of the courts for the trial of causes; and, by a further extension of its meaning, it may denote proceedings in an action taken out of court. Thus, "an irregularity committed *at rules* may be corrected at the next term of the court." Southall's Adm'r v. Exchange Bank, 12 Grat. (Va.) 312.

**RULES OF A PRISON.** Certain limits without the walls, within which all prisoners in custody in civil actions were allowed to live, upon giving sufficient security to the marshal not to escape.

**RULES OF THE KING'S BENCH PRISON.** In English practice. Certain limits beyond the walls of the prison, within which all prisoners in custody in civil actions were allowed to live, upon giving security by bond, with two sufficient sureties, to the marshal, not to escape, and paying him a certain percentage on the amount of the debts for which they were detained. Holthouse.

**RUMOR.** Flying or popular report; a current story passing from one person to another without any known authority for the truth of it. Webster. It is not generally admissible in evidence. Smith v. Moore, 74 Vt. 81, 52 A. 320; Gaffney v. Royal Neighbors of America, 31 Idaho 549, 174 P. 1014, 1017; State v. Vettere, 76 Mont. 574, 248 P. 179, 183.

**RUN, v.** To have currency or legal validity in a prescribed territory; as, the writ *runs* throughout the county.

To have applicability or legal effect during a prescribed period of time; as, the statute of limitations has *run* against the claim.

To follow or accompany; to be attached to another thing in pursuing a prescribed course or direction; as, the covenant *runs* with the land.

To conduct, manage, carry on. State v. Kamada, 98 Vt. 466, 129 A. 306, 308.

**RUN, n.** In American law. A watercourse of small size. Webb v. Bedford, 2 Bibb (Ky.) 354.

**RUNCARIA.** In old records. Land full of brambles and briars. 1 Inst. 5a.

**RUNCINUS.** In old English law. A load-horse; a sumpter-horse or cart-horse.

**RUNDLET, or RUNLET.** A measure of wine, oil, etc., containing eighteen gallons and a half. Cowell.

**RUNNING ACCOUNT.** An open unsettled account, as distinguished from a stated and liquidated account. "Running accounts" mean mutual accounts and reciprocal demands between the parties, which accounts and demands remain open and unsettled. Brackenridge v. Baltzell, 1 Ind. 335; Badger Lumber Co. v. W. F. Lyons Ice & Power Co., 174 Mo.App. 414, 160 S.W. 49, 52; Hollingsworth v. Allen, 176 N.C. 629, 97 S.E. 625.

**RUNNING A SWITCH.** In railroad parlance, going through a switch not properly aligned for the movement made. Benton v. St. Louis-San Francisco R. Co., Mo., 182 S.W.2d 61, 63.

**RUNNING AT LARGE.** This term is applied to wandering or straying animals. Dixon v. Lewis, 94 Conn. 548, 109 A. 809, 810; Uebele v. State, 21 Ohio App. 459, 153 N.E. 215, 216; Finley v. Barker, 219 Mich. 442, 189 N.W. 197, 200.

**RUNNING DAYS.** Days counted in their regular succession on the calendar, including Sundays and holidays. Brown v. Johnson, 10 Mees. & W. 334; Crowell v. Barreda, 16 Gray (Mass.) 472; Davis v. Pendergast, 7 F.Cas. 162.

**RUNNING LEASE.** In old books. A lease which provided that the tenancy should not be confined to any portion of the land granted, and allowed the tenant the use of all the land he could clear, to distinguish it from one confined to a particular division, circumscribed by metes and bounds, within a larger tract. Cowan v. Hatcher, Tenn.Ch. App., 59 S.W. 691.

**RUNNING LOOSE.** As applied to an engine. Running forward without cars attached to it. Testerman v. Hines, 88 W.Va. 547, 107 S.E. 201.

**RUNNING OF THE STATUTE OF LIMITATIONS.** A metaphorical expression, by which is meant that the time mentioned in the statute of limitations is considered as passing. United States v. Markowitz, D.C.Cal., 34 F.Supp. 827, 829.

**RUNNING POLICY.** One which contemplates successive insurances, and which provides that the object of the policy may be from time to time defined, especially as to the subjects of insurance, by additional statements or indorsements. Corporation of London Assurance v. Paterson, 106 Ga. 538, 32 S.E. 650.

**RUNNING WITH THE LAND.** A covenant is said to run with the land when either the liability to perform it or the right to take advantage of it passes to the assignee of that land. Brown.

**RUNNING WITH THE REVERSION.** A covenant is said to run with the reversion when either the liability to perform it or the right to take advantage of it passes to the assignee of that reversion. Brown.

**RUNRIG LANDS.** Lands in Scotland where the ridges of a field belong alternatively to different proprietors. Anciently this kind of possession was advantageous in giving a united interest to tenants to resist inroads. By the act of 1695, c. 23, a division of these lands was authorized, with the exception of lands belonging to corporations. Wharton.

**RUPEE.** A silver coin of India, rated at 2s. for the current, and 2s. 3d. for the Bombay, rupee.

**RUPTUM.** Lat. In the civil law. Broken. A term applied to a will. Inst. 2, 17, 3.

**RURAL DEANERY.** The circuit of an archdeacon's and rural dean's jurisdictions. Every rural deanery is divided into parishes. See 1 Steph. Comm. 117.

**RURAL DEANS.** In English ecclesiastical law. Very ancient officers of the church, almost grown out of use, until about the middle of the present century, about which time they were generally revived, whose deaneries are as an ecclesiastical division of the diocese or archdeaconry. They are deputies of the bishop, planted all round his diocese, to inspect the conduct of the parochial clergy, to inquire into and report dilapidations, and to examine candidates for confirmation, armed in minuter matters with an inferior degree of judicial and coercive authority. Wharton.

**RURAL SERVITUDE.** In the civil law. A servitude annexed to a rural estate, (*prædium rusticum*.)

**RUSE DE GUERRE.** Fr. A trick in war; a stratagem.

**RUSTICI.** Lat. In feudal law. Natives of a conquered country.

In old English law. Inferior country tenants, churls, or chorls, who held cottages and lands by the services of plowing, and other labors of agriculture, for the lord. Cowell.

**RUSTICUM FORUM.** Lat. A rude, unlearned, or unlettered tribunal; a term sometimes applied to arbitrators selected by the parties to settle a dispute. *Underhill v. Van Cortlandt*, 2 Johns.Ch. (N.Y.) 339; *Dickinson v. Chesapeake & O. R. Co.*, 7 W.Va. 429.

**RUSTICUM JUDICIUM.** Lat. In maritime law. A rough or rude judgment or decision. A judgment in admiralty dividing the damages caused by a collision between the two ships. 3 Kent, Comm. 231; Story, Bailm. § 608*a*. *The Victory*, C.C.A. Va., 68 F. 400, 15 C.C.A. 490.

**RUSTLER.** Cattle thief. *Galeppi v. C. Swanston and Son*, 107 Cal.App. 30, 290 P. 116, 119.

**RUTA.** Lat. In the civil law. Things extracted from land; as sand, chalk, coal, and such other matters.

**RUTA ET CÆSA.** In the civil law. Things dug, (as sand and lime,) and things cut, (as wood, coal, etc.) Dig. 19, 1, 17, 6. Words used in conveying.

**RYOT.** In India. A peasant, subject, or tenant of house or land. Wharton.

**RYOT-TENURE.** A system of land-tenure, where the government takes the place of landowners and collects the rent by means of tax gatherers. The farming is done by poor peasants, (ryots), who find the capital, so far as there is any, and also do the work. The system exists in Turkey, Egypt, Persia, and other Eastern countries, and in a modified form in British India. After slavery, it is accounted the worst of all systems, because the government can fix the rent at what it pleases, and it is difficult to distinguish between rent and taxes.