

# L

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

**La.** Fr. The. The definite article in the feminine gender. Occurs in some legal terms and phrases.

**Label.** Anything appended to a larger writing, as a codicil.

A narrow slip of paper or parchment affixed to a deed or writ, in order to hold the appending seal.

An affixation to or marking on a manufactured article, giving information as to its nature or quality, or the contents of a material, package or container, or the name of the maker, etc. *Higgins v. Keuffel*, 140 U.S. 428, 11 S.Ct. 731, 35 L.Ed. 470. The informational content of such labels is often governed by federal and state laws; e.g. Fair Packaging and Labeling Act. 15 U.S.C.A. § 1457.

In English law, a copy of a writ in the exchequer.

**Labina** /ləbáynə/. In old records, water land.

**Labor.** Work; toil; service; mental or physical exertion. Term in its ordinary use is synonymous with "employment," "job" or "position." *Don Nelsen Const. Co. v. Landen*, 198 Neb. 533, 253 N.W.2d 849, 852. Term normally refers to work for wages as opposed to work for profits; though the word is sometimes construed to mean service rendered or part played in production of wealth. *Britt v. Cotter Butte Mines*, 108 Mont. 174, 89 P.2d 266, 267. Includes superintendence or supervision of work. *Kirk & Co. v. Shea-Adamson Co.*, D.C.Minn., 21 F.Supp. 831, 837.

Term "labor" as used in the Clayton Act is not limited to the work of manual laborers or of mechanics, but comprises intellectual labor as well. *U. S. v. National Ass'n of Real Estate Boards*, D.C.D.C., 84 F.Supp. 802, 803.

A Spanish land measure, in use in Mexico and formerly in Texas, equivalent to 177½ acres.

See also Agricultural labor; Farm labor or laborer; Laborer.

**Labor agreement.** See Labor contract.

**Labor a jury.** To tamper with a jury; to endeavor to influence them in their verdict, or their verdict generally. Jury tampering is a crime. See e.g. 18 U.S.C.A. §§ 1503, 1504.

**Laborariis** /ləybərériyəs/. An ancient writ against persons who refused to serve and do labor, and who had no

means of living; or against such as, having served in the winter, refused to serve in the summer.

**Labor contract.** Contract between employer and employees (i.e. union) which governs working conditions, wages, fringe benefits, and grievances. See Collective bargaining agreement; Master agreement; More favorable terms clause.

**Labor dispute.** Term generally includes any controversy between employers and employees concerning terms, tenure, hours, wages, fringe benefits, or conditions of employment, or concerning the association or representation of persons in negotiating, fixing, maintaining, changing, or seeking to arrange terms or conditions or employment. National Labor Relations Act, § 2(9). However, not every activity of labor organization and not even every controversy in which it may become involved is "labor dispute" within National Labor Relations Act. *N. L. R. B. v. International Longshoremen's Ass'n, Md.*, 332 F.2d 992, 995, 996.

**Laborer.** The word ordinarily denotes one who subsists by physical labor. *American Surety Co. of New York v. Stuart*, Tex.Civ.App., 151 S.W.2d 886, 888. One who, as a means of livelihood, performs work and labor for another. Person who follows any legitimate employment or discharges the duties of any office. *Devillier v. City of Opelousas*, La.App., 247 So.2d 412, 416. See Farm labor or laborer; Labor; Work.

**Laborers' lien.** Species of non-possessory lien which gives preference to laborer who works on job for payment of his wages ahead of general creditors. Such liens are generally governed by state statutes. See Mechanic's lien.

**Labor-management relations.** Term used to describe broad spectrum of activities which concern relationship of employees to employers both union and non-union. See Fair Labor Standards Act; Labor-Management Relations Act; National Labor Relations Act; National Labor Relations Board; Wage and hour laws.

**Labor-Management Relations Act.** Federal statute (Taft-Hartley Act) which regulates certain union activities, permits suits against unions for proscribed acts, prohibits certain strikes and boycotts and provides machinery for settling strikes which involve national emergencies. 29 U.S.C.A. § 141 et seq.

**Labor organization.** Any organization of any kind, or any agency or employee representation committee, group, association, or plan so engaged in which employees participate and which exists for the purpose, in

whole or in part, of dealing with employers concerning grievances, labor disputes, wages, rates of pay, hours, or other terms or conditions of employment, and any conference, general committee, joint or system board, or joint council so engaged which is subordinate to a national or international labor organization, other than a State or local central body. National Labor Relations Act, § 2(5); 29 U.S.C.A. § 152(5).

A combination of workers usually, but not necessarily, of the same trade or of several allied trades, for securing by united action, the most favorable conditions as regards wages, hours of labor, etc., for its members.

*See also* Closed shop; Labor union; Open shop.

**Labor picketing.** The act of patrolling in motion at or near employer or customer entrances; usually carrying placards with a terse legend communicating the gist of the union's claims. Certain forms are prohibited. Landrum-Griffin Act, § 8(b)(7). *See also* Picketing.

**Labor relations acts.** State and federal laws that regulate relations between employers and employees; *e.g.* Fair Labor Standards Act; Equal Pay Act. *See* Labor-management relations.

**Labor Relations Board.** *See* National Labor Relations Board.

**Labor standards.** *See* Fair Labor Standards Act.

**Labor union.** A combination or association of workers organized for purpose of securing favorable wages, improved labor conditions, better hours of labor, etc., and righting grievances against employers. Such unions normally represent trades, crafts, and other skilled workers (*e.g.* plumbers, truck drivers). *See also* Labor organization; Union.

**Lacey Act.** An act of Congress, May 25, 1900, under which the states may enforce game laws against animals, birds, etc., imported from other states or countries. See 16 U.S.C.A. § 661 et seq. *See also* Game laws.

**La chambre des esteilles.** The star-chamber.

**Laches** /láchəz/léychəz/láshəz/. "Doctrine of laches," is based upon maxim that equity aids the vigilant and not those who slumber on their rights. It is defined as neglect to assert a right or claim which, taken together with lapse of time and other circumstances causing prejudice to adverse party, operates as bar in court of equity. *Wooded Shores Property Owners Ass'n, Inc. v. Mathews*, 37 Ill.App.3d 334, 345 N.E.2d 186, 189. The neglect for an unreasonable and unexplained length of time under circumstances permitting diligence, to do what in law, should have been done. *Lake Development Enterprises, Inc. v. Kojetinsky*, Mo.App., 410 S.W.2d 361, 367.

Neglect or omission to assert right as, taken in conjunction with lapse of time and other circumstances, causes prejudice to adverse party, *People ex rel. Mulvey v. City of Chicago*, 292 Ill.App. 589, 12 N.E.2d 13, 16; neglect or omission to do what one should do as warrants presumption that one has abandoned right or claim, *Eldridge v. Idaho State Penitentiary*, 54 Idaho 213, 30 P.2d 781, 784; negligence by which another has

been led into changing his condition with respect to property or right, *Heyburn Bldg. Co. v. Highland Motor Transfer Co.*, 245 Ky. 514, 53 S.W.2d 944, 946; negligence or omission seasonably to assert a right, *Davidson v. Grady*, C.C.A.Fla., 105 F.2d 405, 408; omission of something which a party might do and might reasonably be expected to do towards vindication or enforcement of his rights, *McCauley v. Northern Texas Traction Co.*, Tex.Civ.App., 21 S.W.2d 309, 313; omission to do what law requires to protect one's rights under circumstances misleading or prejudicing adverse party; unconscionable, undue, unexcused, unexplained or unreasonable delay in assertion of right, *Loveland Camp No. 83, W. O. W., v. Woodmen Bldg. & Benev. Ass'n*, 108 Colo. 297, 116 P.2d 195, 199; unreasonable or unexplained delay in asserting right which works disadvantage to another, *Kennedy v. Denny*, 237 Ky. 649, 36 S.W.2d 41, 42.

Conduct of party which has placed other party in a situation where his rights will be imperiled and his defenses embarrassed is a basis of laches. *State v. Abernathy*, 159 Tenn. 175, 17 S.W.2d 17, 19. Knowledge, unreasonable delay, and change of position are essential elements. *Shanik v. White Sewing Mach. Corporation*, 25 Del.Ch. 371, 19 A.2d 831, 837. Laches requires an element of estoppel or neglect which has operated to prejudice of defendant. *Scarborough v. Pickens*, 26 Tenn.App. 213, 170 S.W.2d 585, 588. *See also* Equitable estoppel.

**Laches, estoppel by** /əstópəl bəy láchəz/. A failure to do something which should be done or to claim or enforce a right at a proper time. *Hutchinson v. Kenney*, C.C.A.N.C., 27 F.2d 254, 256. A neglect to do something which one should do, or to seek to enforce a right at a proper time. A species of "equitable estoppel" or "estoppel by matter in pais." *See* Equitable estoppel; In pais, estoppel.

An element of the doctrine is that the defendant's alleged change of position for the worse must have been induced by or resulted from the conduct, misrepresentation, or silence of the plaintiff. *Croyle v. Croyle*, 184 Md. 126, 40 A.2d 374, 379. Delay in enforcement of rights until condition of other party has become so changed that he cannot be restored to his former state. *Wisdom's Adm'r v. Sims*, 284 Ky. 258, 144 S.W.2d 232, 235, 236. Essence of "laches" is estoppel. *Burke v. Gunther*, 128 N.J.Eq. 565, 17 A.2d 481, 487. To create "estoppel by laches" party sought to be estopped must with knowledge of transaction have done something to mislead other party to his prejudice. *Wisdom's Adm'r v. Sims*, 284 Ky. 258, 144 S.W.2d 232, 235, 236. *See also* Laches.

**Lack of jurisdiction.** The phrase may mean lack of power of a court to act in a particular manner or to give certain kinds of relief. In *re Rowe's Estate*, 66 Cal. App.2d 594, 152 P.2d 765, 770. It may consist in court's total want of power to act at all, or lack of power to act in particular case because conditions essential to exercise of jurisdiction have not been complied with, or may consist of lack of jurisdiction over subject matter or over person. *See* Jurisdiction.

**La conscience est la plus changeante des règles** /la kɔnsiɔ́ns ey la plyúw shonzhónt dɛy réyglə/. Conscience is the most changeable of rules.

**Lacta** /læktə/. L. Lat. In old English law, defect in the weight of money; *lack* of weight. This word and the verb "*lactare*" are used in an assise or statute of the sixth year of King John.

**Lada** /léydə/. In old English law, a court of justice; a lade or lath.

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

**Lade, or lode.** The mouth of a river.

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

**Lading, bill of.** See Bill of lading.

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

**Lady-court.** In old English law, the court of a lady of the manor.

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

**Læn** (Anglo-Saxon). A loan. See Beneficium.

**Lænland** /léynlænd/. Land held of a superior whether much or little. Land given to the lessee and to two or three successive heirs of his; synonymous with loan land. This species of tenure seems to have been replaced by that of holding by book or bocland. See Folc-land.

**Læsa majestas** /líyzə məjéstəs/. Lat. Leze-majesty, or injured majesty; high treason. It is a phrase taken from the civil law, and anciently meant any offense against the king's person or dignity.

**Læsione fidel, suits pro** /s(y)úwts pròw liyz(h)iyówniy fáydiyay/. Suits in the ecclesiastical courts for spiritual offenses against conscience, for non-payment of debts, or breaches of civil contracts. This attempt to turn the ecclesiastical courts into courts of equity was checked by the constitutions of Clarendon, A.D.1164. 3 Bl.Comm. 52.

**Læsio ultra dimidium vel enormis** /líyz(h)iyow áltrə dəmídiyəm vél ənórməs/. In Roman law, the injury sustained by one of the parties to an onerous contract when he had been overreached by the other to the extent of more than one-half of the value of the subject-

matter; e.g., when a vendor had not received half the value of property sold, or the purchaser had paid more than double value.

**Læsiwerp** /líyzəwərp/. A thing surrendered into the hands or power of another; a thing given or delivered.

**Læt** /líyt/. In old English law, one of a class between servile and free.

**Lafordswic.** /h)lævərdzwàys/. In Saxon law, a betraying of one's lord or master.

**Laga** /léygə/. L. Lat., from the Saxon "*lag*." Law; a law.

**Lagan** /lægən/. See Ligan.

**Lage** /léy/ló/. Laws in early Saxon times; e.g., Dane-lage, Mercen-lage, and West Saxon Lage (see those titles).

**Lage day.** In old English law, a law day; a time of open court; the day of the county court; a juridical day.

**Lage-man** /léymən/. A lawful man; a good and lawful man. A juror.

**Laghday or lahdy** /lódèy/. A day of open court; a day of the county court.

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

**Lahslit.** A breach of law. A mulct for an offense, viz., twelve "ores."

**Lahman, or lagemannus** /lómən/léymən/læjəmənəs/. An old word for a lawyer.

**Laiicus** /léyəkəs/. Lat. A layman. One who is not in holy orders, or not engaged in the ministry of religion.

**Lairwite, or lairesite** /lérwàyt/. A fine for adultery or fornication, anciently paid to the lords of some manors.

**Lais gents** /léy zhònt(s)/. L. Fr. Lay people; a jury.

**Laissez-faire** /lésey fér/. Expresses a political-economic philosophy of the government of allowing the marketplace to operate relatively free of restrictions and intervention.

**Laity.** Those persons who do not make a part of the clergy.

**Laiz, leez** (O. Fr.). A legate.

**Lake.** A considerable body of standing water in a depression of land or expanded part of a river. An inland body of water or naturally enclosed basin serving to drain surrounding country; or a body of water of considerable size surrounded by land; a widened portion of a river or a lagoon. *Wood v. Maitland*, 169 Misc. 484, 8 N.Y.S.2d 146, 150. Body of water, more or less, stagnant, in which the water is supplied from drainage. *Amerada Petroleum Corporation v. State Mineral Board*, 203 La. 473, 14 So.2d 61, 68, 69. An inland body of water of considerable size occupying natural basin or depression in earth's surface below ordinary drainage level of region. *Keener v. Sharp*, Mo.App., 95 S.W.2d

648, 652. A large body of water, contained in a depression of the earth's surface, and supplied from the drainage of a more or less extended area.

**La ley favour la vie d'un home** /là léy favúr là víy dånóm/. The law favors the life of a man.

**La ley favour l'enheritance d'un home** /là léy favúr lonerətóns dånóm/. The law favors the inheritance of a man.

**La ley voit plus tost suffer un mischeife que un inconvenience** /là léy vwá plyúwtówst suféy ən mischíyf kən æŋkənvèyn(i)yóns/. The law will sooner suffer a mischief than an inconvenience. It is holden for an inconvenience that any of the maxims of the law should be broken, though a private man suffer loss.

**Lambard's Archaion** /læmbàrdz arkáyən/. A discourse upon the high court of justice in England, by William Lambard, published in 1635.

**Lambard's Archaionomia** /læmbàrdz àrkiyanówmíyə/. A work printed in 1568, containing the Anglo-Saxon laws, those of William the Conqueror, and of Henry I.

**Lambard's Eirenarcha** /læmbàrdz àyrənàrkə/. A work upon the office of a justice of the peace, which, having gone through two editions, one in 1579, the other in 1581, was reprinted in English in 1599.

**Lambeth degree** /læmbəθ dəgríy/. In English law, a degree conferred by the Archbishop of Canterbury, in prejudice of the universities.

**Lame duck**. An elected officeholder who is to be succeeded by another, between the time of the election and the date that his successor is to take office. A speculator in stock who has overbought and cannot meet his commitments.

**Lame Duck Amendment**. Twentieth Amendment to U. S. Constitution, abolishing the short congressional term.

**Lame duck session**. Legislative session conducted after election of new members but before they are installed and hence one in which some participants are voting for the last time as elected officials because of failure to become reelected or voluntary retirement.

**Lammas lands** /læməs lændz/. Lands over which there is a right of pasturage by persons other than the owner from about Lammas, or reaping time, until sowing time.

**Land**. In the most general sense, comprehends any ground, soil, or earth whatsoever; including fields, meadows, pastures, woods, moors, waters, marshes, and rock. *State v. Coffee*, 556 P.2d 1185, 1193, 97 Idaho 905. In its more limited sense, "land" denotes the quantity and character of the interest or estate which a person may own in land. *Holmes v. U. S.*, C.C.A.Okl., 53 F.2d 960, 963. "Land" may include any estate or interest in lands, either legal or equitable, as well as easements and incorporeal hereditaments. *Reynard v. City of Caldwell*, 55 Idaho 342, 42 P.2d 292, 297. The land is one thing, and the estate in land is another thing, for an estate in land is a time in land or land for a time.

Technically land signifies everything which may be holden; and the term is defined as comprehending all things of a permanent and substantial nature, and even of an unsubstantial, provided they be permanent. *Reynard v. City of Caldwell*, 55 Idaho 342, 42 P.2d 292, 296. Ordinarily, the term is used as descriptive of the subject of ownership and not the ownership. *Southern Pac. Co. v. Riverside County*, 35 Cal.App.2d 380, 95 P.2d 688, 692.

Land is the material of the earth, whatever may be the ingredients of which it is composed, whether soil, rock, or other substance, and includes free or occupied space for an indefinite distance upwards as well as downwards, subject to limitations upon the use of airspace imposed, and rights in the use of airspace granted, by law. *Calif. Civil Code*, § 659. *See Air rights*.

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

*See also Lands; Ownership; Parcel; Partition; Property (Real property); Real estate.*

*Accommodation lands. See Accommodation lands.*

*Bounty lands. See Bounty.*

*Certificate lands. See Certificate lands.*

*Crown lands. See Crown lands.*

*Demesne lands. See Demesne.*

*Donation lands. See Donation lands.*

*Fabric lands. See Fabric lands.*

*General land office. See General Land Office.*

*Land patent. See Patent.*

*Mineral lands. See Mineral lands.*

*Place lands. See Place lands.*

*Public lands. See Public lands.*

*School lands. See School.*

*Seated land. See Seated land.*

*Swamp and overflowed lands. See Swamp and overflowed lands.*

*Tide lands. See Tide.*

**Landa**. An open field without wood; a lawnd or lawn.

**Landagende, landhlaforð, or landrica** /lændèyænd/ lændlòrd/lænd(h)læværd/lændrəkə/. In Saxon law, a proprietor of land; lord of the soil.

**Land bank**. A federally created bank under the Federal Farm Loan Act and organized to make loans on farm security at low interest rates. May also describe program in which land is retired from agricultural production for use in conservation or in tree cultivation and as such is sometimes called a Soil Bank. *See Federal Home Loan Banks.*

**Landboc** /lændbùk/. In Saxon law, a charter or deed by which lands or tenements were given or held.

**Land boundaries**. Limits of land holdings described by linear measurements of the borders, or by points of the

compass, or by stationary markers. *See* Boundaries; Forty; Landmark; Land measure; Legal description; Lot line; Metes and bounds; Plat map; Section.

**Land certificate.** An obligation of government entitling owner to secure designated quantity of land by following the requirements of law. *State v. Balli*, Tex.Civ.App., 173 S.W.2d 522, 538. It contains a description of the land as it appears on the register and the name and address of the proprietor, and is *prima facie* evidence of the truth of the matters therein set forth. *See also* Land warrant.

**Landcheap.** In old English law, an ancient customary fine, paid either in money or cattle, at every alienation of land lying within some manor, or within the liberty of some borough.

**Land contract** *See* Land sale contract.

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

**Land court.** In Massachusetts such court has exclusive original jurisdiction of all applications for registration of title to land within Commonwealth, and power to hear and determine all questions arising upon such applications. It has exclusive original jurisdiction over writs of entry and various petitions for clearing title to real estate; of petitions for determining validity and extent of municipal zoning ordinances, by-laws and regulations; original concurrent general equity jurisdiction in matters relating to land except in cases of specific performance of contracts relating to same; exclusive original jurisdiction of proceedings for foreclosure of and redemption from tax titles; and it has original jurisdiction, concurrent with Supreme Judicial, superior and probate courts, of declaratory judgment proceedings.

**Land damages.** *See* Damages.

**Land department.** *See* Bureau of Land Management; Interior Department.

**Land descriptions.** *See* Land boundaries.

**Land district.** A division of a state or territory, created by federal authority, in which is located a United States land office, with a "register of the land office" and a "receiver of public money," for the disposition of the public lands within the district.

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

**Landed estate or property.** A colloquial or popular phrase to denote real property. Landed estate ordinarily means an interest in and pertaining to lands. Real estate in general, or sometimes, by local usage, suburban or rural land, as distinguished from real estate situated in a city.

**Landed estates court.** In English law, tribunals established by statute for the purpose of disposing more promptly and easily than could be done through the ordinary judicial machinery, of incumbered real estate. These courts were first established in Ireland by the act of 11 & 12 Vict., c. 48, which being defective was followed by 12 & 13 Vict., c. 77. The purpose of these was to enable the owner, or a lessee for any less than 63 years unexpired, of land subject to incumbrance, to apply to commissioners who constituted a court of record to direct a sale. This court was called the Incumbered Estates Court. A new tribunal called the Landed Estates Court was created by 21 & 22 Vict., c. 72, which abolished the former court and established a permanent tribunal.

**Landed securities.** Mortgages or other encumbrances affecting land.

**Landefricus** /lændafráykəs/. A landlord; a lord of the soil.

**Landegandman.** In old English law, a kind of customary tenant or inferior tenant of a manor.

**Land gabel.** A tax or rent issuing out of land.

**Land grant.** A donation of public lands to a subordinate government, a corporation, or an individual; as, from the United States to a state, or to a railroad company to aid in the construction of its road. *See also* Land patent under Patent.

**Landhlaford** /lændlörd/. In old English law, a proprietor of land; lord of the soil.

**Land improvements.** *See* Improvement.

**Landing.** A place on a river or other navigable water for loading and unloading of goods, or for the reception and delivery of passengers or pleasure boats. The terminus of a road on a river or other navigable water for these purposes. Act or process of coming back to land after voyage or flight. *See also* Port.

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

**Land, law of.** *See* Law of the land.

**Landlocked.** An expression applied to a piece of land belonging to one person and surrounded by land belonging to other persons, so that it cannot be approached except over their land. Access to such land will normally be via an easement from surrounding landowner.

**Landlord.** He of whom lands or tenements are holden. The owner of an estate in land, or a rental property, who has leased it to another person, called the "tenant." Also called "lessor."

**Landlord and tenant relationship.** A phrase used to denote the familiar legal relation existing between lessor and lessee of real estate. The relation is contractual. *Smith v. Royal Ins. Co.*, C.C.A.Cal., 111 F.2d 667, 670, 671. A lease (or agreement therefor) of lands for a term of years, from year to year, for life, or at will

creates the relation. The relation exists where one person occupies premises of another in subordination to other's title or rights and with his permission or consent. There must be reversion in landlord, an estate in tenant, transfer of possession and control of premises, and, generally, a contract, express or implied. *Coggins v. Gregorio, C.C.A.N.M., 97 F.2d 948, 950, 951. See also Lease.*

**Landlord's warrant.** A distress warrant; a warrant from a landlord to levy upon the tenant's goods and chattels, and sell the same at public sale, to compel payment of the rent or the observance of some other stipulation in the lease. *See Distraint; Distress. See also Habitability (Warranty of habitability).*

**Land management.** *See Bureau of Land Management.*

**Landmark.** A feature of the land, monument, marker, or other erection set up on the boundary line of two adjoining estates, to fix such boundary. The removing of a landmark is a wrong for which an action lies. Building or site having historical significance. *See also Monument.*

**Landmark decision.** A decision of the Supreme Court that significantly changes existing law. *See e.g., Brown decision; Miranda Rule.*

**Land measure.**

1 mile—80 chains, 320 rods, 1,760 yards or 5,280 feet.

16½ feet—1 rod, perch or pole.

1 chain—66 feet, 100 links or 4 rods.

1 link—7.92 inches.

25 links—1 rod.

4 rods—1 chain.

144 square inches—1 square foot.

9 square feet—1 square yard.

30¼ square yards—1 square rod.

160 square rods—1 acre.

10,000 square links—1 square chain.

10 square chains—1 acre.

1 acre—208,708 feet by 208,708 feet.

1 acre—43,560 square feet.

1 acre—4,840 square yards.

1 acre—160 square rods.

640 acres—1 square mile or section.

36 square miles or sections—1 township.

*See also Land boundaries; Survey.*

**Land offices.** Government offices, administered by Bureau of Land Management, established principally in the Western States, for the transaction of local business relating to the survey, location, settlement, pre-emption, and sale of the public lands. A former primary function of these offices was to administer land grants.

**Land patent.** An instrument conveying a grant of public land; also, the land so conveyed. *See also Patent.*

**Land-poor.** Term used to describe person that owns a substantial amount of land, but is nonetheless short of cash to pay bills because, for example, land is unproductive, market for crops depressed, etc.

**Land-reeve.** In old English law, a person whose business it was to overlook certain parts of a farm or estate; to attend not only to the woods and hedge-timber, but also to the state of the fences, gates, buildings, private roads, driftways, and water-courses; and likewise to the stocking of commons, and encroachments of every kind, as well as to prevent or detect waste and spoil in general, whether by the tenants or others; and to report the same to the manager or land steward.

**Land revenues.** This term denotes income derived from crown lands in Great Britain. These lands have been so largely granted away to subjects that they are now contracted within very narrow limits.

**Landrum-Griffin Act.** Federal statute enacted in 1959, known as the Labor-Management Reporting and Disclosure Act, designed to curb corruption in union leadership and undemocratic conduct of internal union affairs as well as to outlaw certain types of secondary boycotts and "hot cargo" provisions in collective bargaining agreements. 29 U.S.C.A. § 401 et seq.

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

**Land sale contract.** Contract for the purchase and sale of land upon execution of which title is transferred. Term commonly refers to an installment contract for the sale of land whereby purchaser (vendee) receives the deed from the owner (vendor) upon payment of final installment. The vendor retains legal title to the property (deed) as security for payment of contract price. May also be called "contract for deed", or "installment land contract".

**Lands, public.** *See Public lands.*

**Lands, tenements, and hereditaments.** The technical and most comprehensive description of real property, as "goods and chattels" is of personalty. The term refers to property in land. *Denver Joint Stock Land Bank of Denver v. Dixon, 57 Wyo. 523, 122 P.2d 842, 846.* Under ancient law, the words comprehended only freehold estate and did not apply to easements or other incorporeal hereditaments. *Hester v. Sawyers, 41 N.M. 497, 71 P.2d 646, 649.*

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

**Land tenant.** The person actually in possession of land.

**Land Titles and Transfer Act.** An English statute (38 & 39 Vict., c. 87) providing for the establishment of a registry for titles to real property, and making sundry provisions for the transfer of lands and the recording of the evidences thereof. It presents some analogies to the recording laws of the American states; e.g. Registry of Deeds office in many states. This Act was superceded by a system of title registration in 1925.

**Land trust.** Property ownership arrangement whereby, pursuant to statute, trustee holds legal and equitable title to trust, and beneficiary, who has personal property interest, retains power of direction over trustee and power to manage and receive income from trust property. *Pepper Pot II, Inc. v. Imperial Realty Co.*, 1 Dist., 133 Ill.App.3d 951, 88 Ill.Dec. 929, 931, 479 N.E.2d 949, 951. A land trust (also called Illinois Land Trust) is a trust in which corpus consists of real estate and in which deed to trustee appears to confer upon him full powers to deal with real estate and complete legal and equitable title to trust property. So far as public records are concerned, trustee's powers are complete. Such powers, however, are in fact restricted by a trust agreement mentioned in the deed in trust. Such trust agreements typically vest in beneficiary full powers of management and control. However, beneficiary cannot deal with property as if no trust existed. Such trusts generally continue for a definite term. Unlike trustees under classical testamentary or inter vivos trust, trustees under land trust may be personally liable. *Taylor v. Richmond's New Approach Assoc., Inc.*, Fla.App., 351 So.2d 1094.

**Land trust certificate.** Instrument granting participation in benefits of ownership of property, while trustee retains title. *See* Land Trust.

**Land use planning.** Generic term used to describe activities such as zoning, control of real estate developments and use, environmental impact studies and the like. Many states have land use planning laws which are implemented by local zoning and land use laws and ordinances. *See also* Master plan; Planned unit development (PUD); Zoning.

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

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

The evidence which the state, on good consideration, gives that the person therein named is entitled to the quantity of land therein specified, the bounds and description of which the owner of the warrant may fix by entry and survey, in the section of country set apart for its location and satisfaction.

**Langeman.** A lord of a manor.

**Langemanni.** The lords of manors.

**Language.** Any means of conveying or communicating ideas; specifically, human speech, or the expression of ideas by written characters or by means of sign language. The letter, or grammatical import, of a document or instrument, as distinguished from its spirit; as "the language of the statute." As to *offensive language*, *see* Offensive language.

**Languidus** /læŋgwədəs/. (Lat., sick.) In common law practice, the name of a return made by the sheriff when a defendant, whom he had taken by virtue of process, was so dangerously sick that to remove him would endanger his life or health.

**Lanham Trademark Act.** Federal statute enacted in 1946 which revised federal trademark law and registration process. Purposes of Act (15 U.S.C.A. § 1501 et seq.), are to protect the public so it may buy a product bearing a particular trademark with confidence that it will get the product it wants. It also protects the holder of the mark's investment in time and money from its misappropriation by pirates and cheats. *Getty Petroleum Corp. v. Bartco Petroleum Corp.*, C.A.N.Y., 858 F.2d 103. *See also* Likelihood of confusion.

**Lanns manus.** (Old Fr.) A lord of the manor.

**Lapidation** /læpədəyʃən/. The act of stoning a person to death.

**Lappage** /læpəj/. A term synonymous with "interference," "conflict," "interlock," "lap" and "overlap" as regards adverse possession. It applies to a situation existing when a deed under which one party claims and grant under which another claims cover in large part the same land. *Turk v. Wilson's Heirs*, 265 Ky. 78, 98 S.W.2d 4, 8.

**Lapse, v.** To glide; to pass slowly, silently, or by degrees. To slip; to deviate from the proper path. To fall or fail. *Life & Casualty Ins. Co. of Tennessee v. Wheeler*, 265 Ky. 269, 96 S.W.2d 753, 755. *See also* Expiration; Termination.

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

Failure to vest a bequest or devise by reason of death of devisee of legatee prior to death of testator. *Farmers and Merchants State Bank v. Feltis*, 150 Ind.App. 284, 276 N.E.2d 204, 206. The death of a legatee before the testator causes the legacy to lapse and to fall into the residue unless there is a statute which provides for its disposition as, for example, if the legatee is a child or relation of the testator, the legacy passes to the issue of the legatee.

The expiration of a right either by the death of the holder or upon the expiration of a period of time. Thus, a power of appointment lapses upon the death of the holder if such holder has not exercised the power during life or at death (i.e., through a will).

Termination of insurance policy because of failure to pay the premium.

In the law of wills, the failure of a testamentary gift. *Gredig v. Sterling, C.C.A.Tex., 47 F.2d 832, 834.*

See also Anti-lapse statute.

**Lapsed devise.** See Devise.

**Lapsed legacy.** See Legacy.

**Lapsed policy.** Insurance policy on which there has been default in payment of premiums. Policy remaining in force according to statutory provisions after such default (normally a 30 or 31 day grace period on non-payment of premiums is provided).

**Lapse patent.** A patent for land issued in substitution for an earlier patent to the same land, which was issued to another party, but has lapsed in consequence of his neglect to avail himself of it.

**Lapse statutes.** Those state statutory enactments which prevent the lapse or passing into the residue or by intestacy of legacies and devises when the legatee or devisee predeceases the testator, and which commonly provide that, if the legatee or devisee is a child or other relation of the testator, the legacy or devise passes to the issue of such legatee or devisee.

**Larcenous** /lársənəs/. Having the character of larceny; as a "larcenous taking." Contemplating or intending larceny; as a "larcenous purpose."

**Larcenous intent.** A larcenous intent exists where a man knowingly takes and carries away the goods of another without any claim or pretense of right, with intent wholly to deprive the owner of them or convert them to his own use.

**Larceny** /lársəni/. Felonious stealing, taking and carrying, leading, riding, or driving away another's personal property, with intent to convert it or to deprive owner thereof. The unlawful taking and carrying away of property of another with intent to appropriate it to use inconsistent with latter's rights. *U. S. v. Johnson, 140 U.S.App.D.C. 54, 433 F.2d 1160, 1163.* The essential elements of a "larceny" are an actual or constructive taking away of the goods or property of another without the consent and against the will of the owner or possessor and with a felonious intent to convert the property to the use of someone other than the owner. *U.S. v. Waronek, 582 F.2d 1158.*

Obtaining possession of property by fraud, trick or device with preconceived design or intent to appropriate, convert or steal is "larceny." *John v. United States, 65 U.S.App.D.C. 11, 79 F.2d 136; People v. Cook, 10 Cal. App.2d 54, 51 P.2d 169, 170.*

Common-law distinctions between obtaining money under false pretenses, embezzlement, and larceny no longer exist in many states; all such crimes being embraced within general definition of "larceny." Some states classify larceny as either grand or petit, depending on the property's value.

See also Burglary; Robbery; Shoplifting; Stolen; Theft.

**Compound larceny.** Larceny or theft accomplished by taking the thing stolen either from one's person or from his house; otherwise called "mixed" larceny, and distin-

guished from "simple" or "plain" larceny, in which the theft is not aggravated by such an intrusion either upon the person or the dwelling. Sometimes referred to as larceny from the person.

**Constructive larceny.** One where the felonious intent to appropriate the goods to his own use, at the time of the asportation, is made out by construction from the defendant's conduct, although, originally, the taking was not apparently felonious.

**False pretenses and larceny distinguished.** See False pretenses.

**Grand larceny.** Taking and carrying away the personal property of another to a value in excess of \$100.00 (or whatever the cut-off amount may be in a given jurisdiction) with the intent to feloniously deprive the owner or possessor of it permanently. Distinguished from *petit larceny (q.v.)* only by the value of the property stolen.

In England, simple larceny, was originally divided into two sorts,—*grand larceny*, where the value of the goods stolen was above twelve pence, and *petit larceny*, where their value was equal to or below that sum. 4 Bl.Comm. 229. The distinction was abolished in England by St. 7 & 8 Geo. IV, c. 29, and is not generally recognized in the United States, although in a few states there is a statutory offense of grand larceny, one essential element of which is the value of the goods stolen, which value varies.

**Larceny by bailee.** The crime of larceny committed where any person, being a bailee of any property, shall fraudulently take or convert the same to his own use, or to the use of any other person except the owner thereof, although he shall not break bulk or otherwise determine the bailment.

**Larceny by extortion.** A person is guilty of theft if he purposely obtains property of another by threatening to: (1) inflict bodily injury on anyone or commit any other criminal offense; or (2) accuse anyone of a criminal offense; or (3) expose any secret tending to subject any person to hatred, contempt or ridicule, or to impair his credit or business repute; or (4) take or withhold action as an official, or cause an official to take or withhold action; or (5) bring about or continue a strike, boycott or other collective unofficial action, if the property is not demanded or received for the benefit of the group in whose interest the actor purports to act; or (6) testify or provide information or withhold testimony or information with respect to another's legal claim or defense; or (7) inflict any other harm which would not benefit the actor. Model Penal Code, § 223.4. See also Extortion.

**Larceny by fraud or deception.** A person is guilty of theft if he purposely obtains property of another by deception. A person deceives if he purposely: (1) creates or reinforces a false impression, including false impressions as to law, value, intention or other state of mind; but deception as to a person's intention from the act alone that he did not subsequently perform the promise; or (2) prevents another from acquiring information which would affect his judgment of a transaction; or (3) fails to correct a false impression which the



deceiver previously created or reinforced, or which the deceiver knows to be influencing another to whom he stands in a fiduciary or confidential relationship; or (4) fails to disclose a known lien, adverse claim or other legal impediment to the enjoyment of property which he transfers or encumbers in consideration for the property obtained, whether such impediment is or is not valid, or is or is not a matter of official record. Model Penal Code, § 223.3.

*Larceny by trick.* See *Larceny by fraud or deception, above.*

*Larceny from the person.* Act of taking property from the person by merely lifting it from the person or pocket. *State v. Stanton, Mo.*, 68 S.W.2d 811, 812. Larceny committed where the property stolen is on the person or in the immediate charge or custody of the person from whom the theft is made, but without such circumstances of force or violence as would constitute robbery, including pocket-picking and such like crimes.

*Larceny of auto.* See *Auto theft.*

*Larceny of property lost, mislaid, or delivered by mistake.* A person who comes into control of property of another that he knows to have been lost, mislaid, or delivered under a mistake as to the nature or amount of the property or the identity of the recipient is guilty of theft if, with purpose to deprive the owner thereof, he fails to take reasonable measures to restore the property to a person entitled to have it. Model Penal Code, § 223.5.

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

*Petit (Petty) larceny.* Larceny of things or goods whose value is below a statutorily set amount (e.g. \$100). The value at common law was twelve pence. Compare *Grand larceny, above.*

*Simple larceny.* Felonious or wrongful taking and carrying away of personal goods of another with intent to steal, unattended by acts of violence. Larceny which is not complicated or aggravated with acts of violence. Larceny from the person, or with force and violence, is called "compound" larceny.

**Larger parcel.** A term used in eminent domain proceedings, signifying that the parcel taken is not a complete parcel but part of a "larger parcel"; the owner, therefore is entitled to damages from the severance as well as the value of the parcel taken. Unity of ownership, use, and contiguity must be present, although federal courts and some states do not require contiguity where there is a strong unity of use.

**Larons** /lérənz/. In old English law, thieves.

**Lascivious** /læsiviyəs/. Tending to excite lust; lewd; indecent; obscene; sexual impurity; tending to deprave the morals in respect to sexual relations; licentious. See *Swearingen v. U. S.*, 161 U.S. 446, 16 S.Ct. 562, 40 L.Ed. 765; *People on Complaint of Sumner v. Dial Press*, 182 Misc. 416, 48 N.Y.S.2d 480, 481; *Dunlop v. U. S.*, 165

U.S. 486, 17 S.Ct. 375, 41 L.Ed. 799. Conduct which is wanton, lewd, and lustful, and tending to produce voluptuous or lewd emotions. See *Lewd; Obscene.*

**Lascivious cohabitation.** The offense committed by two persons (not married to each other) who live together in one habitation as man and wife and practice sexual intercourse. Such offense, where it still exists, is seldom enforced.

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

**Last, adj.** Latest; ultimate; final; most recent.

**Last antecedent rule.** A canon of statutory construction that relative or qualifying words or phrases are to be applied to the words or phrases immediately preceding, and as not extending to or including other words, phrases, or clauses more remote, unless such extension or inclusion is clearly required by the intent and meaning of the context, or disclosed by an examination of the entire act.

**Last clear chance doctrine.** This doctrine permits a plaintiff in a negligence action to recover, notwithstanding his own negligence, on a showing that the defendant had the last clear chance to avoid the accident. *Jarrett v. Madifari*, 67 A.D.2d 396, 415 N.Y.S.2d 644, 649. Under the doctrine of last clear chance (or "discovered peril" doctrine), as applied in automobile law, a plaintiff may recover from a defendant motorist for injuries or damages suffered, notwithstanding his own contributory negligence, where, as stated in terms of the essential elements of the doctrine, plaintiff was in a place of peril of which he was unaware or from which he was unable to extricate himself, the motorist discovered or had the opportunity to discover plaintiff's peril, and the motorist had the opportunity to avoid the accident through the exercise of reasonable care. The last clear chance doctrine is not recognized in every jurisdiction and is subject to limitations in others. There are many variant forms and applications of this doctrine in the jurisdictions which apply it.

Doctrine imposes upon person duty to exercise ordinary care to avoid injury to another who has negligently put himself in position of peril, and who he can reasonably apprehend is unconscious of or inattentive to peril or unable to avoid imminent harm. *Vernon v. Crist*, 28 N.C.App. 631, 222 S.E.2d 445, 447. Necessary elements of doctrine are: (1) plaintiff was contributorily negligent by placing herself in a position of immediate peril, (2) plaintiff was unable to remove herself from such peril by the exercise of reasonable care, (3) defendant discovered or should have discovered plaintiff's dangerous situation in time so that by exercising reasonable care defendant could have prevented the accident, (4) defendant failed to exercise any reasonable care, and (5) defendant had the last clear chance to prevent the accident. *Shanahan v. Patterson, Colo.App.*, 539 P.2d 1289, 1290.

See also *Discovered peril doctrine.*

**Last heir.** In English law, he to whom lands come by escheat for want of lawful heirs; that is, in some cases, the lord of whom the lands were held; in others, the sovereign.

**Last illness.** The illness terminating in person's death. *Proto v. Chenoweth*, 40 Ariz. 312, 11 P.2d 950, 951.

**Last-in, first-out (LIFO).** A method of accounting which assumes that the most recent purchases are sold first. In times of inflation, the LIFO method results in a lower net income figure and lower inventory valuation than the FIFO method. This is due to the current costs being matched against current revenues and older costs and dollars which remain in inventory.

A method of identifying and valuing inventories which assumes that last goods purchased are the first ones sold and therefore the goods left in inventory at the end of the year are assumed to be those first purchased. *L. S. Ayres & Co. v. U. S.*, C.A.Ind., 285 F.2d 113, 114. *Compare* FIFO.

**Last resort, court of.** A court from which there is no further appeal is called the "court of last resort." For example, the United States Supreme Court.

**Last sickness.** *See* Last illness.

**Last will.** Term used alone or with "and testament" to designate the instrument which ultimately fixes the disposition of real and personal property at death. Usually used in reference to most recent will of deceased. *See* Will.

**Lata culpa** /léytə kálpə/. Lat. In the law of bailment, gross fault or neglect; extreme negligence or carelessness (*nimia negligentia*).

**Lata culpa dolo æquiparatur** /léytə kálpə dówlo iykwəpəréytər/. Gross negligence is equivalent to fraud.

**Latching.** An under-ground survey.

**Late.** Defunct; existing recently, but now dead. Formerly; recently; lately.

**Latens** /léytənz/. Lat. Latent; hidden; not apparent. *See* Ambiguitas.

**Latent.** Hidden; concealed; dormant; that which does not appear upon the face of a thing; as, a latent ambiguity or defect.

**Latent ambiguity.** A defect which does not appear on the face of language used or an instrument being considered. It arises when language is clear and intelligible and suggests but a single meaning, but some extrinsic fact or some extraneous evidence creates a necessity for interpretation or a choice between two or more possible meanings. *Conkle v. Conkle*, 31 Ohio App.2d 44, 285 N.E.2d 883, 887.

That species of uncertainty or ambiguity in an instrument which is not apparent from a reading of it but which is revealed when the terms of the instrument are applied or made operative; *e.g.* in a bill of lading goods are to be delivered at "Essex Railroad Wharf", and there are two such wharfs with the same name. Parol evidence is admissible to prove the intention of the party drawing the instrument.

Parol evidence may be admitted to explain terms of contract, but not to contradict. *See* U.C.C. § 2-202.

*See also* Ambiguity. *Compare* Patent ambiguity.

**Latent deed.** A deed kept for twenty years or more in a strongbox or other secret place.

**Latent defect.** A hidden or concealed defect. One which could not be discovered by reasonable and customary observation or inspection; one not apparent on face of goods, product, document, etc.

Defect of which owner has no knowledge, or which, in exercise of reasonable care, he should have had no knowledge. *Bichl v. Poinier*, 71 Wash.2d 492, 429 P.2d 228, 231. One which cannot be discovered by observation or inspection made with ordinary care. *U.S. v. Lembke Const. Co., Inc.*, C.A.Ariz., 786 F.2d 1386, 1387. A latent defect in the title of a vendor of land is one not discoverable by inspection made with ordinary care, even though a matter of public record.

**Latent equity.** *See* Equity.

**Lateral railroad.** A lateral road is one which proceeds from some point on the main trunk between its terminal. It is but another name for a branch road, both being a part of the main road. An offshoot from main line of railroad. *Union Pac. R. Co. v. Anderson*, 167 Or. 687, 120 P.2d 578, 588.

**Lateral support.** The right of lateral and subjacent support is the right to have land supported by the adjoining land or the soil beneath. The right of a landowner to the natural support of his land by adjoining land. The adjoining owner has the duty not to change his land (such as lowering it) so as to cause this support to be weakened or removed.

**Laterare** /lætəréry/. To lie sideways, in opposition to lying endways; used in descriptions of lands.

**Latifundium** /lætəfándiyəm/. Lat. In the civil law, great or large possessions; a great or large field; a common. A great estate made up of smaller ones (*fundis*), which began to be common in the latter times of the empire.

**Latifundus** /lætəfándəs/. A possessor of a large estate made up of smaller ones.

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

**Latinarius** /lætənériyəs/. An interpreter of Latin.

**Latini juniani** /lætáynay jüwniyéynay/. Lat. In Roman law, a class of freedmen (*libertini*) intermediate between the two other classes of freedmen called, respectively, "*Cives Romani*" and "*Dediticii*."

**Latitat** /lætədat/. In old English practice, a writ which issued in personal actions, on the return of *non est*

*inventus* to a bill of Middlesex; so called from the emphatic word in its recital, in which it was "testified that the defendant *lurks* [*latitat*] and wanders about" in the county. 3 Bl.Comm. 286. Abolished by St. 2, Wm. IV, c. 39.

**Latitatio** /lætətəyʃh(iy)ow/. Lat. In the civil law and old English practice, a lying hid; lurking, or concealment of the person.

**Lator** /léytər/. Lat. In the civil law, a bearer; a messenger. Also a maker or giver of laws.

**Latro** /lætrəw/. Lat. In the civil and old English law, a robber; a thief.

**Latrocination** /lætrəsənəyʃhən/. The act of robbing; a depredation.

**Latrocinium** /lætrəsiniyəm/. The prerogative of adjudging and executing thieves; also larceny; theft; a thing stolen.

**Latrocinny** /lætrəsəniy/. Larceny.

**Laudare** /lòdériy/. Lat. In Civil law, to name; to cite or quote; to show one's title or authority.

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

**Laudatio** /lòdèyʃh(iy)ow/. Lat. In Roman law, testimony delivered in court concerning an accused person's good behavior and integrity of life. It resembled the practice which prevails in our trials of calling persons to speak to a prisoner's character. The least number of the *laudatores* among the Romans was ten.

**Laudator** /lòdèytər/. Lat. An arbitrator; a witness to character.

**Laudemium** /lòdiymiyəm/. Lat. In the civil law, a sum paid by a new *emphyteuta* (*q.v.*) who acquires the *emphyteusis*, not as heir, but as a singular successor, whether by gift, devise, exchange, or sale. It was a sum equal to the fiftieth part of the purchase money, paid to the *dominus* or proprietor for his acceptance of the new *emphyteuta*. Called, in old English law, "acknowledgment money."

**Laudum** /lòdəm/. Lat. An arbitrament or award.

**Laughe**. Frank-pledge.

**Launch**. The act of launching a vessel; the movement of a vessel from the land into the water, especially the sliding on ways from the stocks on which it is built. An open boat of large size used in any service; a lighter.

**Laundering**. Term used to describe investment or other transfer of money flowing from racketeering, drug transactions, and other illegal sources into legitimate channels so that its original source cannot be traced. Money laundering is a federal crime. 18 U.S.C.A. § 1956.

**Laureate** /lòhriyət/. In old English law, an officer of the household of the sovereign, whose business formerly consisted only in composing an ode annually, on the sovereign's birthday, and on the new year; sometimes

also, though rarely, on occasion of any remarkable victory.

**Laurels** /lòhrəlz/. Pieces of gold, coined in 1619, with the king's head laureated; hence the name. See Jacobus.

**Laus Deo** /lòs diyow/. Lat. Praise be to God. An old heading to bills of exchange.

**Law**. That which is laid down, ordained, or established. A rule or method according to which phenomena or actions co-exist or follow each other. Law, in its generic sense, is a body of rules of action or conduct prescribed by controlling authority, and having binding legal force. *United States Fidelity and Guaranty Co. v. Guenther*, 281 U.S. 34, 50 S.Ct. 165, 74 L.Ed. 683. That which must be obeyed and followed by citizens subject to sanctions or legal consequences is a law. Law is a solemn expression of the will of the supreme power of the State. *Calif.Civil Code*, § 22.

The "law" of a state is to be found in its statutory and constitutional enactments, as interpreted by its courts, and, in absence of statute law, in rulings of its courts. *Dauer's Estate v. Zabel*, 9 Mich.App. 176, 156 N.W.2d 34, 37.

Word "law" generally contemplates both statutory and case law. *Matter of Estate of Perlberg*, *Tenn.App.*, 694 S.W.2d 304, 308.

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

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

The word may mean or embrace: body of principles, standards and rules promulgated by government, *State ex rel. Conway v. Superior Court within and for Greenlee County*, 60 Ariz. 69, 131 P.2d 983, 986; command which obliges a person or persons and obliges generally to acts or forbearances of a class; constitution or constitutional provision. *Wickham v. Grand River Dam Authority*, 189 Okl. 540, 118 P.2d 640, 643; county ordinance, *People v. Ziady*, 8 Cal.2d 149, 64 P.2d 425, 430; distinct and complete act of positive law; doctrine or procedure of the common law, from which equity is a departure; enrolled bill attested by presiding officers of two branches of General Assembly, *Shannon v. Dean*, 279 Ky. 279, 130 S.W.2d 812, 815; general rule of human action, taking cognizance only of external acts, enforced by a determinate authority, which authority is human, and among human authorities is that which is paramount in a political society; grant by Legislature, *City of Los Angeles v. Pacific Land Corporation*, 41 Cal.App.2d 223, 106 P.2d 242, 244; administrative agency rules and regulations, *Columbia Broadcasting System v. United States*, 316 U.S. 407, 62 S.Ct. 1194, 1200, 86 L.Ed. 1563; judicial decisions, judgments or decrees, *West v. American Telephone & Telegraph Co.*, 311 U.S. 223, 61 S.Ct. 179, 183, 85 L.Ed. 139; law of the state; legislation by initiative method, *Opinion of the Justices*, 309 Mass. 676, 35 N.E.2d 676, 680; local rules of deci-

sion, *National Fruit Product Co. v. Dwinell-Wright Co.*, D.C.Mass., 47 F.Supp. 499, 502; long-established local custom which has the force of law, *Dubois v. Hepburn*, 35 U.S. (10 Pet.) 1, 9 L.Ed. 325; *Bush v. Brenner*, D.C.Minn., 29 F.2d 844, 845; municipal ordinance; prescribed rules of action or conduct, *U. S. Fidelity & Guaranty Co. v. Guenther*, 281 U.S. 34, 50 S.Ct. 165, 166, 74 L.Ed. 683; proclamation of Governor, *Williams v. State*, 146 Tex.Cr.R. 430, 176 S.W.2d 177, 184; resolution passed by Legislature and approved by Governor, *City of Bangor v. Inhabitants of Etna*, 140 Me. 85, 34 A.2d 205, 208; revised statutes, *W. R. McCullough Life Ins. Co. v. Armstrong*, Tex.Civ.App., 158 S.W.2d 585, 586; rule of civil conduct commanding what is right and prohibiting what is wrong, *City of Bangor v. Inhabitants of Etna*, 140 Me. 85, 34 A.2d 205, 208; rule of civil conduct prescribed by the supreme power in a state, *City of Bangor v. Inhabitants of Etna*, 140 Me. 85, 34 A.2d 205, 208; rule of conduct prescribed by lawmaking power of state, *Board of Education of Union Free School Dist. No. Six of Town of Greenburgh v. Town of Greenburgh*, 277 N.Y. 193, 13 N.E.2d 768, 770; rules of court, *State ex rel. Conway v. Superior Court within and for Greenlee County*, 60 Ariz. 69, 131 P.2d 983, 986; rules of decision commonly accepted and acted upon by bar and inferior courts, *West v. American Telephone & Telegraph Co.*, Ohio, 311 U.S. 223, 61 S.Ct. 179, 183, 85 L.Ed. 139; rules promulgated by government, *State ex rel. Conway v. Superior Court within and for Greenlee County*, 60 Ariz. 69, 131 P.2d 983, 986; science or system of principles or rules of human conduct, *Secretary of the Treasury regulations, In re Deyo's Estate*, 180 Misc. 32, 42 N.Y.S.2d 379, 386; statute laws as construed by highest courts of state, *National City Bank v. National Sec. Co.*, C.C.A. Tenn., 58 F.2d 7, 9; statute or enactment of legislative body, *State ex rel. McKittrick v. Missouri Public Service Commission*, 252 Mo. 29, 175 S.W.2d 857, 861; *United States law, U. S. v. Wagner*, C.C.A.Cal., 93 F.2d 77, 79; War Department regulations, *Standard Oil Co. of California v. Johnson*, Cal., 316 U.S. 481, 62 S.Ct. 1168, 1169, 86 L.Ed. 1611.

A concurrent or joint resolution of legislature is not "a law", *Koenig v. Flynn*, 258 N.Y. 292, 179 N.E. 705, 707; *Ward v. State*, 176 Okl. 368, 56 P.2d 136, 137; a resolution of the house of representatives is not a "law", *State ex rel. Todd v. Yelle*, 7 Wash.2d 443, 110 P.2d 162, 165; an unconstitutional statute is not a "law", *Flournoy v. First Nat. Bank of Shreveport*, 197 La. 1067, 3 So.2d 244, 248.

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

As to the different kinds of law, or law regarded in its different aspects, *see* Absolute law; Adjective law; Administrative law; Arms, law of; Bankruptcy Code; Canon (*Canon law*); Case law; Citations, law of; Civil law; Commercial law; Common law; Conclusion of law; Conflicts of laws; Constitutional law; Criminal law; Custom and usage; Ecclesiastical law; Edict; Enabling statute; Equity; Evidence, law of; Flag, law of; Foreign laws; Forest law; General law; International law; Local law;

Maritime; Maritime law; Marque, law of; Martial law; Mercantile law; Military law; Moral law; Municipal law; Natural law; Oleron, laws of; Ordinance; Organic law; Parliamentary law; Penal laws; Positive law; Private law; Probate; Procedural law; Prospective law; Public law; Remedial laws and statutes; Retrospective law; Revenue law or measure; Road (*Law of the road*); Roman law; Special law; Staple (*Law of the staple*); Statute; Substantive law; Unwritten law; War; Wisby, laws of; Written law.

For "facts" and "law" as distinguishable, *see* Fact. For *practice of law*, *see* Practice.

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

**Law court of appeals.** An appellate tribunal, formerly existing in the state of South Carolina, for hearing appeals from the courts of law.

**Law day.** *See* Day.

**Law department.** Department having charge of law business of government. *See* Judicial branch.

**Law enforcement officer.** Those whose duty it is to preserve the peace. *Frazier v. Elmore*, 180 Tenn. 232, 173 S.W.2d 563, 565. *See also* Police officer; Sheriff.

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

**Lawful.** Legal; warranted or authorized by the law; having the qualifications prescribed by law; not contrary to nor forbidden by the law; not illegal.

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

which the two words are used as exact equivalents. Thus, a "lawful" writ, warrant, or process is the same as a "legal" writ, warrant, or process.

*See also* Legal; Legitimate; Valid.

**Lawful age.** Full age, legal age, majority; generally 18 years of age, though the "lawful age" for certain acts (e.g. drinking, driving motor vehicle, etc.) may vary from state to state. *See also* Capacity; Legal age.

**Lawful arrest.** The taking of a person into legal custody either under a valid warrant or on probable cause for believing that he has committed a crime or under civil process which permits his arrest; e.g. *capias* for arrest of debtor. Term is used in connection with right to search a person and his immediate surroundings without a warrant as an incident of the arrest. *Chimel v. California*, 395 U.S. 752, 89 S.Ct. 2034, 23 L.Ed.2d 685. *See* Arrest; Probable cause; Search; Search-warrant.

**Lawful authorities.** Those persons who have right to exercise public power, to require obedience to their lawful commands, to command or act in the public name; e.g. police.

**Lawful cause.** Legitimate reason for acting, based on the law or on the evidence in a particular case as contrasted with acting on a whim or out of prejudice, or for a reason not recognized by the law. *See also* Cause of action.

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

**Lawful dependents.** Term generally associated with allowances or benefits from public (e.g. Social Security benefits) or private funds to those who qualify as dependents and whose dependency is within the terms of the law which govern the distribution. Term is also used with respect to tax exemptions for dependents. *See also* Dependent; Legal dependent.

**Lawful discharge.** Such a discharge in insolvency as exonerates the debtor from his debts; e.g. discharge pursuant to bankruptcy proceeding.

**Lawful entry.** An entry on real estate, by one out of possession, under claim or color of right and without force or fraud. An entry of premises pursuant to a search warrant. *See* Ejection; Eviction; Process (*Summary process*); Search Warrant.

**Lawful goods.** Property which may be legally held, sold, or exported; non-contraband property.

**Lawful heirs.** *See* Heirs.

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

**Lawful man.** A freeman, unattainted, and capable of bearing oath; a *legalis homo*.

**Lawful money.** Money which is a legal tender in payment of debts. *See* Legal tender.

**Lawful representatives.** Where real property is involved as subject-matter, term "lawful representatives" includes or means legal heirs. Where personal property is involved the term, when not qualified by context, is limited to executors and administrators.

**Law latin.** The corrupt form of the Latin language employed in the old English lawbooks and legal proceedings.

**Lawless.** Not subject to law; not controlled by law; not authorized by law; not observing the rules and forms of law.

**Law list.** A publication compiling the names and addresses of those engaged in the practice of law and information of interest to the legal profession often including the courts, court calendars, lawyers engaged in specialized fields (as admiralty or patent law), public officers, stenographers, handwriting experts, private investigators, or abstracts of law. A legal directory; e.g. the "Law Directory", as published by Martindale-Hubbell. There are law listings or directories for most states and also for many of the larger cities.

**Law lords.** Peers in the British parliament who have held high judicial office, or have been distinguished in the legal profession; i.e. a puisne judge of the High Court or higher office.

**Law martial.** *See* Martial law.

**Law merchant.** Body of law governing commercial transactions which had its origin in common law of England regulating merchants. *See* U.C.C. § 1-103. *See also* Commercial law; Mercantile law; Uniform Commercial Code.

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

**Law of arms.** *See* Arms, law of.

**Law of capture.** Under "law of capture," landowner does not own migratory substances underlying his land, but has exclusive right to drill for, produce, or otherwise gain possession of such substances, subject only to restrictions and regulations pursuant to police power. *Frost v. Ponca City, Okl.*, 541 P.2d 1321, 1323.

**Law of citations.** *See* Citations, law of.

**Law of evidence.** *See* Evidence, law of.

**Law of marque.** *See* Marque, law of.

**Law of nations.** *See* International law.

**Law of nature.** *See* Natural law.

**Law of the case.** Term "law of the case," as generally used, designates the principle that if an appellate court

has passed on a legal question and remanded the cause to the court below for further proceedings, the legal question thus determined by the appellate court will not be differently determined on a subsequent appeal in the same case where the facts remain the same. *Allen v. Michigan Bell Tel. Co.*, 61 Mich.App. 62, 232 N.W.2d 302, 303. Doctrine which provides that an appellate court's determination on a legal issue is binding on both the trial court on remand and an appellate court on a subsequent appeal given the same case and substantially the same facts. *Hinds v. McNair*, Ind.App., 413 N.E.2d 586, 607.

Doctrine is that principle under which determination of questions of law will generally be held to govern case throughout all its subsequent stages where such determination has already been made on a prior appeal to a court of last resort. *Transport Ins. Co. v. Employers Cas. Co.*, Tex.Civ.App., 470 S.W.2d 757, 762. The doctrine expresses practice of courts generally to refuse to reopen what has been decided. *White v. Higgins*, C.C.A. Mass., 116 F.2d 312, 317, 318; *Fleming v. Campbell*, 148 Kan. 516, 83 P.2d 708, 709. It expresses the rule that final judgment of highest court is final determination of parties' rights.

Doctrine of "law of the case" is one of policy only and will be disregarded when compelling circumstances call for a redetermination of the determination of point of law on prior appeal, and this is particularly true where intervening or contemporaneous change in law has occurred by overruling former decisions or establishment of new precedent by controlling authority. *Ryan v. Mike-Ron Corp.*, Cal.App., 63 Cal.Rptr. 601, 605. Doctrine is merely a rule of procedure and does not go to the power of the court, and will not be adhered to where its application will result in an unjust decision. *People v. Medina*, Cal., 99 Cal.Rptr. 630, 635, 492 P.2d 686.

*Jury instructions.* It has been held that jury instructions are the "law of the case" where appealing defendant accepted instructions as correct, *Ætna Life Ins. Co. v. McAdoo*, C.C.A.Ark., 115 F.2d 369, 370; where such were approved on former appeal and given at second trial, *Whitehead v. Stith*, 279 Ky. 556, 131 S.W.2d 455, 460; where instructions were not challenged in any manner or in any particular, *New York Life Ins. Co. v. Stone*, C.C.A.Mass., 80 F.2d 614, 616; *Codd v. New York Underwriters Ins. Co.*, 19 Wash.2d 671, 144 P.2d 234, 237; where no objections or exceptions taken, *Miller v. Mohr*, 198 Wash. 619, 89 P.2d 807, 814.

See also Collateral estoppel; Res judicata.

**Law of the flag.** See Flag, law of.

**Law of the land.** Due process of law (*q.v.*). Body of law consisting of court decisions, statutes, and treaties. See U.S. Const., Art. VI, § 2. By the law of the land is most clearly intended the general law which hears before it condemns, which proceeds upon inquiry, and renders judgment only after trial. *Dupuy v. Tedora*, 204 La. 560, 15 So.2d 886, 891. The meaning is that every citizen shall hold his life, liberty, property, and immuni-

ties under the protection of general rules which govern society. See also Due process of law; Law.

**Law of the road.** See Road (*Law of the road*).

**Law of the staple.** See Staple (*Law of the staple*).

**Law questions.** Issues or questions in a case which do not require findings of fact but are addressed to the judge for application of the law. In those instances wherein the law depends on the facts, the factual questions are first decided and then the law is applied to the facts as found by the judge or jury. Compare Fact question.

**Law reporters or reports.** Published volumes containing the decisions and opinions of state and federal courts; e.g. National Reporter System. Commonly such decisions are first published in advance sheets and thereafter in bound reports or reporter volumes. Law reports or reporters may be either official (published by the state or federal government) or unofficial (published by private publisher). See e.g. Federal Reporter.

**Law review.** A periodic publication of most law schools containing lead articles on topical subjects by law professors, judges or attorneys, and case summaries by law review member-students. Normally only honor or top law students are members of the law review staff.

**Laws.** Rules promulgated by government as a means to an ordered society. Strictly speaking, session laws or statutes and not decisions of court; though in common usage refers to both legislative and court made law, as well as to administrative rules, regulations and ordinances. See also Law.

**Law School Admissions Test.** See LSAT.

**Laws of oleron.** See Oleron, laws of.

**Laws of the several states.** As used in statute requiring federal courts to apply laws of the several states, includes not only state statutory law, but also state decisions on questions of general law. *Erie R. Co. v. Tompkins*, 304 U.S. 64, 58 S.Ct. 817, 822, 82 L.Ed. 1188. See *Erie v. Tompkins*.

**Laws of war.** See War.

**Law Society.** In England, the professional organization governing the education and practice of articulated clerks and solicitors. To be admitted to the profession one must be enrolled on the Society's Roll. Constituted by Royal Charter 1845. See generally the Solicitors Act, 1974.

**Law spiritual.** The ecclesiastical law, or law Christian. See also Ecclesiastical law.

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

**Law worthy.** Being entitled to, or having the benefit and protection of, the law.

**Lawyer.** A person learned in the law; as an attorney, counsel, or solicitor; a person licensed to practice law. Any person who prosecutes or defends causes in courts of record or other judicial tribunals of the United States, or of any of the states, or whose business it is to give legal advice or assistance in relation to any cause or matter whatever. *See also* Attorney; House counsel. For *right to attorney*, *see* Counsel, right to.

**Lay, n.** A share of the profits of a fishing or whaling voyage, allotted to the officers and seamen, in the nature of wages. *See also* Lay system.

**Lay, adj.** Relating to persons or things not clerical or ecclesiastical; a person not in ecclesiastical orders. Also non-professional. *See also* Layman.

**Lay, v.** To state or allege in pleading.

**Layaway.** To hold goods for future sale. An agreement by a retail seller with a consumer to retain specified consumer goods for sale to the consumer at a specified price, in earnest of which sale the consumer has deposited with the retail seller an agreed upon sum of money, and any other terms and conditions not contrary to law which are mutually agreed upon.

**Lay corporation.** *See* Corporation.

**Lay damages.** To state at the conclusion of the complaint declaration the amount of damages which the plaintiff claims. *See* Ad damnum.

**Lay days.** In the law of shipping, days allowed without penalty to charter-parties for loading and unloading the cargo.

**Laye /léy/. Fr. Law.**

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

**Lay impropriator.** In English ecclesiastical law, a lay person holding a spiritual appropriation.

**Laying foundation.** In law of evidence, the practice or requirement of introducing evidence of things necessary to make further evidence relevant, material or competent; *e.g.* the hypothetical question propounded before an expert is permitted to render his opinion. *See* Fed. Evid.R. 104.

**Laying the venue.** Stating in the complaint or declaration the district or county in which the plaintiff proposes that the trial of the action shall take place.

**Lay investiture.** In Ecclesiastical law, the ceremony of putting a bishop in possession of the temporalities of his diocese.

**Lay judge.** A judge who is not learned in the law, *i.e.*, not a lawyer; employed in some of the states as assessors or assistants to the presiding judges in the *nisi prius* courts or courts of first instance. Many justices of the peace are, or were, not lawyers.

**Layman.** One of the people, and not one of the clergy; one who is not of a particular profession (*i.e.* non-lawyer).

**Layoff.** A termination of employment at the will of employer. Such may be temporary (*e.g.* caused by seasonal or adverse economic conditions) or permanent.

**Lay people.** Jurymen.

**Lay system.** As applied to fishing vessels, exists where the fish caught are sold at auction and from the proceeds is deducted charges for supplies furnished and balance distributed to the master and the crew.

**Lay witness.** Person called to give testimony who does not possess any expertise in the matters about which he testifies. Used in contrast to expert witness who may render an opinion based on his expert knowledge if proper foundation is laid. Generally, such non-expert testimony in the form of opinions or inferences is limited to those opinions or inferences which are (a) rationally based on the perception of the witness (*i.e.* first-hand knowledge or observation) and (b) helpful to a clear understanding of his testimony or the determination of a fact at issue. Fed.Evid.R. 701. *See* Opinion evidence or testimony. *Compare* Expert witness.

**Lazzi.** A Saxon term for persons of a servile condition.

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

**LEAA.** Law Enforcement Assistance Act.

**Lead counsel.** The counsel on either side of a litigated action who is charged with the principal management and direction of the party's case, as distinguished from his juniors or subordinates, is said to "lead in the cause," and is termed the "leading counsel" on that side. May also refer to chief or primary attorney in class action or multi-district litigation.

**Leading a use.** In common law, where a deed was executed before the levy of a fine of land, for the purpose of specifying to whose use the fine should inure, it was said to "lead" the use. If executed after the fine, it was said to "declare" the use. 2 Bl.Comm. 363.

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

**Leading object rule.** If the leading object or main purpose of a person's promise to answer for the debt of another is the promisor's own benefit, such promise need not be in writing as required by the statute of frauds; sometimes known as the "main purpose" doctrine.

**Leading question.** One which instructs witness how to answer or puts into his mouth words to be echoed back,

*People v. Hamilton*, Gen.Sess., 30 N.Y.S.2d 155, 158; one which suggests to witness answer desired, or a question admitting of being answered by a simple "yes" or "no". *Boone v. State*, 223 A.2d 476, 492.

Leading questions are usually deemed improper on the direct examination of a witness except as may be necessary to develop the witnesses' testimony. Ordinarily leading questions are permitted on cross-examination. When a party calls a hostile witness, an adverse party, or a witness identified with an adverse party, interrogation may be by leading questions. Fed.Evid.R. 611(c).

Even on direct examination, leading questions may be permitted if the witness is very young, mentally disabled, or unfamiliar with the language spoken. And may, in certain circumstances, also be permitted to facilitate a witness's introduction of subject of inquiry; e.g., police officer may be led as to activities leading up to events in dispute in order to save time.

**League.** An association or treaty of alliance between different nations, states, organizations, sports teams, or parties. *See also* Compact; Treaty.

A measure of distance, varying in different countries (equal to about three statute miles).

**Leakage.** The waste or diminution of a liquid caused by its leaking from the cask, barrel, or other vessel in which it was placed. Also an allowance made to an importer of liquids, at the custom-house, in the collection of duties, for his loss sustained by the leaking of the liquid from its cask or vessel.

**Leal** /l(w)eyál/. L. Fr. Loyal; that which belongs to the law.

**Lealte** /liy(ə)ltiy/. L. Fr. Legality; the condition of a *legalis homo*, or lawful man.

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

**Leap-year.** *See* Bissextile.

**Learn.** To gain knowledge or information of; to ascertain by inquiry, study, or investigation.

**Learned.** Possessing learning; erudite; versed in the law; informed. In statutes prescribing the qualifications of judges, "learned in the law" designates one who has received a regular legal education, the almost invariable evidence of which is the fact of his admission to the bar.

**Learning.** Legal doctrine.

**Lease.** Any agreement which gives rise to relationship of landlord and tenant (real property) or lessor and lessee (real or personal property). *Smith v. Royal Ins. Co.*, C.C.A.Cal., 111 F.2d 667, 671. A contract for exclusive possession of lands, tenements or hereditaments for life, for term of years, at will, or for any interest less than that of lessor, usually for a specified rent or compensation. *Feeley v. Michigan Ave. Nat. Bank*, 1 Dist.,

141 Ill.App.3d 187, 95 Ill.Dec. 542, 545, 490 N.E.2d 15, 18. Contract wherein one lets to the other a certain space, property or building for specified unit of time, generally a week, month or year. *Spiers v. Lake Shore Enterprises, Inc.*, La.App., 210 So.2d 901, 903. Agreement under which owner gives up possession and use of his property for valuable consideration and for definite term and at end of term owner has absolute right to retake, control and use property. *Transamerica Leasing Corp. v. Bureau of Revenue*, App., 80 N.M. 48, 450 P.2d 934, 937.

When used with reference to tangible personal property, word "lease" means a contract by which one owning such property grants to another the right to possess, use and enjoy it for specified period of time in exchange for periodic payment of a stipulated price, referred to as rent. *Undercofler v. Whitewall Neon Ad, Inc.*, 114 Ga. App. 644, 152 S.E.2d 616, 618.

The Federal Consumer Leasing Act provides for certain disclosure requirements in consumer leases. 15 U.S.C.A. § 1667 et seq. In addition, certain states require that consumer (e.g. residential) leases be written in "plain language." *See McKinney's (N.Y.) Consol.Laws*, Gen Obl, § 5-702. *See also* U.C.C. Article 2A with respect to consumer leases.

The person who conveys is termed the "lessor," and the person to whom conveyed, the "lessee;" and when the lessor conveys lands or tenements to a lessee, he is said to lease, demise, or let them. The word when used as verb, means to transfer for term specified therein from lessor to lessee property therein demised, also to let, to farm out, to rent.

*See also* Assignable lease; Community lease; Consumer lease; Demise; Finance lease; Graduated lease; Ground lease; Mining lease; Net lease; Operating lease; Percentage lease; Sale and leaseback; Sandwich lease; Underlease. For *Extension of lease*, *see* Extension. *Compare* License.

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

**Graduated lease.** Lease that takes into consideration future increases in operating expenses. In a graduated lease there must be a base year on which an increase is judged. With inflation and continuing increases in taxes, energy costs, and other expenses, this type lease has become more popular than the fixed-straight lease.

**Gross lease.** Lease in which lessee pays a flat sum for rent out of which the lessor is required to pay all expenses such as taxes, water, utilities, insurance, etc.

**Index lease.** A lease arrangement that provides for increases in rent according to increases in the consumer price index. *See also* Graduated lease.



*Lease and release.* A species of conveyance much used in England, said to have been invented by Serjeant Moore, soon after the enactment of the Statute of Uses. It is thus contrived: A lease, or rather bargain and sale upon some pecuniary consideration for one year, is made by the tenant of the freehold to the lessee or bargainee. This, without any enrolment, makes the bargainor stand seised to the use of the bargainee, and vests in the bargainee the use of the term for one year, and then the statute immediately annexes the possession. Being thus in possession, he is capable of receiving a release of the freehold and reversion, which must be made to the tenant in possession, and accordingly the next day a release is granted to him. The lease and release, when used as a conveyance of the fee, have the joint operation of a single conveyance. 2 Bl.Comm. 339. By the Law of Property Act of 1925 all lands and all interests therein now lie in grant only.

*Long term lease.* See Ground rent.

*Master lease.* A main lease controlling subsequent leases or subleases.

*Mineral lease.* Lease in which the lessee acquires the right to work a mine of oil or gas, etc. The rent is commonly based on the amount or value of the mineral withdrawn.

*Mining lease.* See Mining.

*Month to month lease.* Tenancy where no lease is involved, rent being paid monthly. Statutes often require one month's notice to landlord of intent to terminate such tenancy.

*Net lease.* Lease which requires the tenant to pay, in addition to rent, the expenses of the leased property, e.g. taxes, insurance, maintenance, etc.

*Net-net-net lease.* Lease in which the lessee pays all the expenses including mortgage interest and amortization leaving the lessor with an amount free of all claims.

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

*Percentage lease.* A percentage lease is one in which the amount of rent is based upon a percentage of the gross or net profits of the lessee's business, or of his gross sales, with a stipulated minimum rent. Such leases are mainly used where location of the property is an important part of its value (e.g. in shopping center).

*Perpetual lease.* A lease of lands which may last without limitation as to time; a grant of lands in fee with the reservation of a rent in fee; a fee-farm.

*Proprietary lease.* Lease used in cooperative form of ownership in which lessee acquires right to possession.

*Sublease, or underlease.* One executed by the lessee to a third person, conveying the same estate for a shorter term than that for which the lessee holds it. See also Sublease.

*Top lease.* A lease granted on property already subject to an oil and gas lease. Generally, a top lease grants

rights if and when the existing lease expires. Shown v. Getty Oil Co., Tex.App., 645 S.W.2d 555.

**Leaseback.** Transaction whereby transferor sells property and later leases it back. In a sale-leaseback situation, for example, R would sell property to S and subsequently lease such property from S. Thus, R becomes the lessee and S the lessor.

**Leasehold.** An estate in real property held by lessee/tenant under a lease. The four principal types of leasehold estates are the estate for years, periodic tenancy, tenancy at will, and tenancy at sufferance. The asset representing the right of the lessee to use leased property.

**Leasehold improvements.** Improvements made by lessee to leased property such as parking lot or driveway. The term is used in condemnation proceedings to determine the portion of the award to which the lessee is entitled.

**Leasehold interest.** The interest of the lessor or the lessee under a lease contract. U.C.C. § 2A-103. The interest which the lessee has in the value of the lease itself in condemnation award determination. The difference between the total remaining rent under the lease, and the rent lessee would currently pay for similar space for the same time period. See also Leasehold value; No bonus clause.

**Leasehold mortgage.** See Mortgage.

**Leasehold mortgage bond.** See Bond.

**Leasehold value.** The value of a leasehold interest. Usually applies to a long term lease when market rental for similar space is higher than rent paid under the lease. Some states allow the lessee to claim the leasehold value against the landlord in eminent domain proceedings, unless specifically prohibited by the lease itself. Other states, by statute, do not allow for such a claim. See also Leasehold interest; No bonus clause.

**Lease with option to purchase.** A lease under which the lessee has the right to purchase the property. The price and terms of the purchase must be set forth for the option to be valid. The option may run for the length of the lease period.

**Leaute** /l(w)èyowtéy/. L. Fr. Legality; sufficiency in law.

**Leave, v.** To give. To allow or cause to remain; to let remain, unmoved or undone; to refrain from or neglect taking, doing, or changing; to let stay or continue; to let be without interference; to suffer to remain subject to another's action, control, or the like; to suffer to be undisturbed in action. To give or dispose of by will; to bequeath or devise. To put, place, deposit, deliver, or the like.

**Leave, n.** Permission or authorization to do something.

Willful departure with intent to remain away, and not temporary absence with intention of returning. See also Desertion.

**Leave and license.** A defense to an action in trespass setting up the consent of the plaintiff to the trespass complained of.

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

**Leave of absence.** Temporary absence from employment or duty with intention to return during which time remuneration and seniority are not normally affected. *State ex rel. McGaughey v. Grayston*, 349 Mo. 700, 163 S.W.2d 335, 341. *See also* Furlough; Sick leave.

**Leave of court.** Permission obtained from a court to take some action which, without such permission, would not be allowable; as, to receive an extension of time to answer complaint. Fed.R.Civil P. 6.

**Leccator** /ləkétər/. A debauched person.

**Lecherwite, lairwite, or legerwite** /léchərwayt/lérwayt/léjərwayt/. At common law, a fine for adultery or fornication, anciently paid to the lords of certain manors.

**Le congrès** /lə kɔŋgrés/. A species of proof on charges of impotency in France, *coitus coram testibus*. Abolished in 1677.

**Le contrat fait la loi** /lə kontrá féy la lwá/. The contract makes the law.

**Ledger** /léjər/. A book of accounts, often referred to as a general ledger, in which a business records transactions; there being two parallel columns in each account, one for the debit entries, the other for the credits. Into this book are posted the items from the books of original entry or journals. The principal book of accounts of a business establishment in which all the transactions of each day are entered under appropriate heads so as to show at a glance the debits and credits of each account. *Foothill Ditch Co. v. Wallace Ranch Water Co.*, 25 Cal. App.2d 555, 78 P.2d 215, 220. *See also* Journal.

**Ledo** /liydow/. The rising water or increase of the sea.

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

**Left.** To let remain or have remaining at death; to transmit, bequeath or give by will. *Grimes v. Crouch*, 175 Va. 126, 7 S.E.2d 115, 117. *See also* Bequest; Devise; Leave; Legacy.

**Legabilis** /ləgéybələs/. In old English law, that which may be bequeathed.

**Legacy.** A disposition of personalty by will. A bequest.

In a technical sense and strictly construed, "legacy" is a gift or bequest by will of personal property, whereas a "devise" is a testamentary disposition of real estate, but such distinction will not be permitted to defeat the intent of a testator, and such terms may be construed interchangeably or applied indifferently to either personalty or real estate if the context of the will shows that such was the intention of the testator. *Festorazzi*

*v. First Nat. Bank of Mobile*, 288 Ala. 645, 264 So.2d 496, 505.

*See also* Ademption; Bequest; Cumulative legacies; Devise; Legatee; Vested legacy.

**Absolute legacy.** One given without condition and intended to vest immediately.

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

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

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

**Conditional legacy.** One which is liable to take effect or to be defeated according to the occurrence or non-occurrence of some uncertain event.

**Contingent legacy.** A legacy given to a person at a future uncertain time, that may or may not arrive; as "at his age of twenty-one," or "if" or "when he attains twenty-one." A legacy made dependent upon some uncertain event. A legacy which has not vested.

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

**Demonstrative legacy.** A bequest of a certain sum of money, with a direction that it shall be paid out of a particular fund. It differs from a specific legacy in this respect: that, if the fund out of which it is payable fails for any cause, it is nevertheless entitled to come on the estate as a general legacy. And it differs from a general legacy in this: that it does not abate in that class, but in the class of specific legacies. *Kenaday v. Sinnott*, 179 U.S. 606, 21 S.Ct. 233, 45 L.Ed. 339. A bequest of a certain sum of money, stock, or other property, payable out of a particular fund of property or security, but it can neither amount to a gift of the corpus nor serve the purpose of releasing the estate from liability in event particular fund or property should fail. In *re Jeffcott's Estate*, Fla.App., 186 So.2d 80, 83. A legacy of quantity is ordinarily a general legacy; but there are legacies of quantity in the nature of specific legacies, as of so much money, with reference to a particular fund for payment. This kind of legacy is called by the civilians a "demonstrative legacy," and it is so far general and differs so much in effect from one properly specific that, if the fund be called in or fail, the legatee will not be deprived of his legacy, but be permitted to receive it out of the general assets; yet the legacy is so far specific that it

will not be liable to abate with general legacies upon a deficiency of assets.

**General legacy.** A pecuniary legacy which is payable out of general assets of estate of testator, being bequest of money or other thing in quantity and not separated or distinguished from others of the same kind. *Shamberger v. Dessel*, 240 Md. 650, 215 A.2d 177, 179, 15 A.L.R.3d 1029. One so given as not to amount to a bequest of a particular thing or particular money of the testator, distinguished from others of the same kind; one of quantity merely, not specific. *Compare Specific legacy, below.*

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

**Lapsed legacy.** Where the legatee dies before the testator, or before the legacy is payable, the bequest is said to *lapse*. Such legacy then falls into residue unless there is an anti-lapse statute in which case the legacy passes to the issue of the legatee. *See Lapse statutes.*

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

**Pecuniary legacy.** A bequest of a sum of money, or of an annuity. It may or may not specify the fund from which it is to be drawn. It is none the less a pecuniary legacy if it comprises the specific pieces of money in a designated receptacle, as a purse or chest.

**Residuary legacy.** A bequest of all the testator's personal estate not otherwise effectually disposed of by his will. A bequest of "all the rest, residue, and remainder" of the personal property after payment of debts and satisfaction of the particular legacies. Legacy containing assets after other legacies and estate debts and costs of administration have been paid. *Alston v. U. S.*, C.A.Ga., 349 F.2d 87, 89.

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

**Specific legacy.** One which operates on property particularly designated. A legacy or gift by will of a particular specified thing, as of a horse, a piece of furniture, a term of years, and the like. In a strict sense, a legacy of a particular chattel, which is specified and distinguished from all other chattels of the testator of the same kind; as of a horse of a certain color. A legacy of a quantity of chattels described collectively; as a gift of all the testator's pictures. A legacy is specific, when it is limited to a particular thing, subject, or chose in action, so identified as to render the bequest inapplicable to any other; as the bequest of a horse, a picture, or jewel, or a debt due from a person named, and, in special cases, even of a sum of money. *Compare General legacy, above.*

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

**Universal legacy.** In the civil law, a testamentary disposition by which the testator gives to one or several persons the whole of the property which he leaves at his decease.

**Void legacy.** Term formerly used to describe legacy given to one who died before execution of will. Now, such legacy is considered a lapsed legacy and is treated as such. *See Legacy (Lapsed legacy).*

**Legacy duty.** A duty formerly imposed in England upon personal property (other than leaseholds) devolving under any will or intestacy.

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

**Legal.** 1. Conforming to the law; according to law; required or permitted by law; not forbidden or discountenanced by law; good and effectual in law; of or pertaining to the law; lawful. *Freeman v. Fowler Packing Co.*, 135 Kan. 378, 11 P.2d 276, 277. *See Lawful; Valid.*

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

3. Cognizable in courts of law, as distinguished from courts of equity; construed or governed by the rules and principles of law, in contradistinction to rules of equity. With the merger in most states of law and equity courts, this distinction generally no longer exists. *Fed.R.Civil Proc.* 2.

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

5. Created by law.

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

**Legal acumen** /līyǵəl əkyúwmən/. The doctrine of legal acumen is that if a defect in, or invalidity of, a claim to land is such as to require legal acumen to discover it, whether it appears upon the face of the record or proceedings, or is to be proved aliunde, then the powers or jurisdiction of a court of equity may be invoked to remove the cloud created by such defect or invalidity.

**Legal age.** The age at which the person acquires full capacity to make his own contracts and deeds and transact business generally (age of majority) or to enter into some particular contract or relation, as the "legal age of consent" to marriage. The age at which a person may enter into binding contracts or commit other legal acts. In most states a minor reaches legal age or majority (*i.e.*, becomes of age) at age 18; though for certain acts (*e.g.* drinking) it may be higher, and for others (*e.g.* driving) it may be lower. *See also Capacity; Majority.*

**Legal aid.** Country-wide system administered locally by which legal services are rendered to those in financial need and who cannot afford private counsel. *See* Counsel, right to; Indigent; Legal Services Corporation; Public defender.

**Legal assets.** That portion of the assets of a deceased party which by law is directly liable, in the hands of his executor or administrator, to the payment of debts and legacies. Such assets as can be reached in the hands of an executor or administrator, by a suit at law against him.

**Legal brief.** Document containing brief statement of facts of case, issues and arguments; used most commonly on appeal, but also used at trial level (trial brief) when requested by trial judge. Content of appellate briefs is usually governed by court rules; *e.g.* Fed.R. App.P. 28-32. *See also* Brief.

**Legal capacity to sue.** Right to come into court. *American Home Benefit Ass'n v. United American Benefit Ass'n*, 63 Idaho 754, 125 P.2d 1010, 1016. It is not necessary in pleadings to aver the capacity of a party to sue or be sued, except to the extent required to show the jurisdiction of the court. A party desiring to raise the issue of lack of capacity shall do so by specific negative averment. Fed.R.Civil P. 9(a). *See also* Capacity; Standing to sue doctrine.

**Legal capital.** Par or stated value of issued capital stock. The amount of contributed capital that, according to state law, must remain permanently in the firm as protection for creditors. Property sufficient to balance capital stock liability. *Crocker v. Waltham Watch Co.*, 315 Mass. 397, 53 N.E.2d 230, 238.

**Legal cause.** Proximate cause (*q.v.*). Substantial factor in bringing about harm. *Krauss v. Greenberg*, C.C.A. Pa., 137 F.2d 569, 572; *Giles v. Moundridge Milling Co.*, 351 Mo. 568, 173 S.W.2d 745, 750. In conflicts, denotes fact that the manner in which the actor's tortious conduct has resulted in another's injury is such that the law holds the actor responsible unless there is some defense to liability. Restatement, Second, Conflicts, § 160, Comment a.

The words "legal cause" are used throughout the Restatement of Torts to denote the fact that the causal sequence by which the actor's tortious conduct has resulted in an invasion of some legally protected interest of another is such that the law holds the actor responsible for such harm unless there is some defense to liability. Restatement, Second, Torts, § 9.

*See also* Cause; Cause of action.

**Legal conclusion.** A statement of legal duty without stating fact from which duty arises. *Burton-Lingo Co. v. Morton*, Tex.Civ.App., 126 S.W.2d 727, 733. A particular statement which would be considered a statement of fact in everyday conversation might, nevertheless, be considered a "legal conclusion" when used in connection with a legal proceeding if the truth of the fact stated is one of the ultimate issues to be determined in such proceeding. *Cortner v. National Cash Register Co.*, 25

Ohio Misc. 156, 262 N.E.2d 586, 588. *See also* Decision; Judgment.

**Legal cruelty.** Such as will warrant the granting of a divorce to the injured party, as distinguished from such kinds or degrees of cruelty as do not. Such conduct on the part of a spouse as will endanger the life, person, or health (bodily or mental) of his or her spouse, or create a reasonable apprehension of bodily or mental hurt; such acts as render cohabitation unsafe, or are likely to be attended with injury to the person or to the health of the spouse. *See also* Cruelty; Mental cruelty.

**Legal custody.** Restraint of or responsibility for a person according to law, such as a guardian's authority over the person or property, or both, of his ward. *See also* Commitment; Custody; Guardian; Ward.

**Legal death.** *See* Brain death; Civil death.

**Legal dependent.** Dependent according to law. The term imports right to invoke aid of law to require support. *See* Dependent; Lawful dependents; Support; Ward.

**Legal description.** A description of real property by government survey, metes and bounds, or lot numbers of a recorded plat including a description of any portion thereof subject to an easement or reservation, if any. Such must be complete enough that a particular parcel of land can be located and identified. *See* Land boundaries; Metes and bounds.

**Legal detriment.** Legal detriment to promisee means that promisee changed his legal position, or assumed duties or liabilities not theretofore imposed on him on reliance of actions of promisor. *State ex rel. Kansas City v. State Highway Commission*, 349 Mo. 865, 163 S.W.2d 948, 953. Term refers to giving up something which immediately prior thereto the promisee was privileged to retain, or doing or refraining from doing something which he was then privileged not to do, or not to refrain from doing. *See also* Consideration; Detriment.

**Legal discretion.** *See* Discretion.

**Legal distributees.** As used in will, term is construed to mean persons who would be entitled to take under the law.

**Legal duty.** An obligation arising from contract of the parties or the operation of the law; *e.g.* legal duty of parents to support children. *Ferrell v. Hass*, 136 Ga. App. 274, 220 S.E.2d 771, 773. That which the law requires to be done or forborne to a determinate person or the public at large, correlative to a vested and coextensive right in such person or the public, and the breach of which constitutes negligence. An obligation recognized by law which requires an actor to conform to a certain standard of conduct for the protection of others against unreasonable risk. *Swartz v. Huffmaster Alarms Systems, Inc.*, 145 Mich.App. 431, 377 N.W.2d 393, 395. *See also* Legal obligation; Support.

**Legal entity.** Legal existence. An entity, other than a natural person, who has sufficient existence in legal contemplation that it can function legally, be sued or

sue and make decisions through agents as in the case of corporations.

**Legal estoppel.** Estoppel by deed or record, as distinguished from estoppel by matter in pais. It excludes evidence of the truth and the equity of the particular case to support a strict rule of law on grounds of public policy. *See also* Estoppel.

**Legal ethics.** Usages and customs among members of the legal profession, involving their moral and professional duties toward one another, toward clients, and toward the courts. That branch of moral science which treats of the duties which a member of the legal profession owes to the public, to the court, to his professional brethren, and to his client. Most states have adopted the Model Rules of Professional Conduct of the American Bar Association. *See also* Canon.

**Legal evidence.** A broad general term meaning all admissible evidence, including both oral and documentary, but with a further implication that it must be of such a character as tends reasonably and substantially to prove the point, not to raise a mere suspicion or conjecture. *See also* Admissible; Evidence; Relevant evidence.

**Legal excuse.** Doctrine by which one seeks to avoid the consequences of his own conduct by showing justification for acts which would otherwise be considered negligent or criminal; *e.g.* killing of another in self defense. *Gibbs v. Wilmeth*, 261 Iowa 1015, 157 N.W.2d 93, 96. *See also* Excusable; Justification; Legal impossibility; Self-defense.

**Legal fiction.** Assumption of fact made by court as basis for deciding a legal question. A situation contrived by the law to permit a court to dispose of a matter, though it need not be created improperly; *e.g.* fiction of lost grant as basis for title by adverse possession.

**Legal fraud.** Contracts or acts as, though not originating in actual evil design to perpetrate fraud, yet by their tendency to mislead others or to violate confidence, are prohibited by law. *Ruedy v. Toledo Factories Co.*, 61 Ohio App. 21, 22 N.E.2d 293, 297, 15 O.O. 56. Breach of some legal or equitable duty which, irrespective of moral guilt, the law declares fraudulent because of its tendency to deceive others, to violate confidence, or to injure public interests. *Capitol Rod & Gun Club v. Lower Colorado River Authority*, Tex.App., 622 S.W.2d 887, 892. Misrepresentation of a material fact made wilfully to deceive, or recklessly without knowledge, and acted on by the opposite party to his damages constitutes "legal fraud." *Coffey v. Wininger*, 156 Ind.App. 233, 296 N.E.2d 154, 160.

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

**Legal heirs.** As used in will, term means decedent's next of kin. In *re Farkouh's Will*, 134 Misc. 285, 235 N.Y.S. 165, 167. Persons entitled under laws of descent

and distribution. Person to whom law would give decedent's property if decedent died intestate. In *re Wagars Estate*, 302 Mich. 243, 4 N.W.2d 535, 536. "Heirs at law," "lawful heirs," "legal heirs," and similar expressions are synonymous. *Corwin v. Rheims*, 390 Ill. 205, 61 N.E.2d 40, 48; In *re Fahnestock's Estate*, 384 Ill. 26, 50 N.E.2d 733, 736. *See also* Heirs; Legal issue.

**Legal holiday.** A day designated by law as exempt from judicial proceedings, service of process, demand and protest of commercial paper, etc. A day designated by legislative enactment for purpose within meaning of term "holiday." *Vidal v. Backs*, 218 Cal. 99, 21 P.2d 952. Fed.R.Civil P. 6(a), 77(c).

The legal or practical effect of a day being a "legal holiday" varies from state to state. A "holiday" may in some states be a day on which service of process is invalid, on which all or only some businesses are closed, on which state offices may or may not be closed. The statutes should be consulted in individual cases, as well as local custom, to determine if a "holiday" affects some particular contemplated action. *See also* Holiday.

**Legal impossibility.** As defense to criminal charge, occurs when the actions which the defendant performs or sets in motion, even if fully carried out as he desires, would not constitute a crime, whereas "factual impossibility" occurs when the objective of the defendant is proscribed by the criminal law but a circumstance unknown to the actor prevents him from bringing about that objective. *U.S. v. Oviedo*, C.A.Tex., 525 F.2d 881, 883. Defense of "legal impossibility" may be established only where a defendant's actions, if fully performed, would not constitute a crime, while "factual impossibility" can serve as a defense only where circumstances unknown to the actor prevent his commission of an offense. *U. S. v. Johnston*, C.A.Ark., 543 F.2d 55, 58. *See also* Impossibility.

**Legal injury.** Violation or invasion of legal right. *American Indemnity Co. v. Ernst & Ernst*, Tex.Civ.App., 106 S.W.2d 763, 765. *See* Injury.

**Legal insanity.** *See* Insanity.

**Legal interest.** A rate of interest fixed by statute as either the maximum rate of interest permitted to be charged by law, or a rate of interest to be applied when the parties to a contract intend an interest rate to be paid but do not fix the rate in the contract. Even in the latter case, frequently this rate is the same as the statutory maximum rate permitted. Term may also be used to distinguish interest in property or in claim cognizable at law in contrast to equitable interest. *See also* Legal owner; Usury.

**Legal investments.** Those investments sometimes called "legal lists" in which banks and other financial institutions may invest. State statutes often provide that trust funds be invested only in high grade, "legal list," securities. *See also* Legal list; Prudent Man Rule.

**Legalis homo** /ləgēyləs hōwmow/. Lat. A lawful man; a person who stands *rectus in curia*; a person not outlawed, excommunicated, or infamous. It occurs in

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

**Legalis moneta anglia** /ləˈɡeɪləs məniətə ɛŋɡliɪy/. Lawful money of England.

**Legal issue.** When used in will and unexplained by context, means descendants. In proper context, may refer to legal question which is at the foundation of a case and which requires decision by court. *See* Issue; Legal heirs.

**Legality, or legalness.** Lawfulness.

**Legalization.** The act of legalizing or making legal or lawful.

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

**Legalized nuisance.** A structure, erection, or other thing which would constitute a nuisance at common law, but which cannot be objected to by private persons because constructed or maintained under direct and sufficient legislative authority. Such, for example, are hospitals or recreational areas maintained by cities.

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

**Legal liability.** A liability which courts recognize and enforce as between parties litigant. *See also* Legally liable; Liability; Strict liability.

**Legal life estate.** Interest in real or personal property for the life of the holder and enforceable at law in contrast to equitable life estate.

**Legal list.** A list of investments selected by various states in which certain institutions and fiduciaries, such as insurance companies and banks, may invest. Legal lists are often restricted to high quality securities meeting certain specifications. *See also* Legal investments; Prudent Man Rule.

**Legally.** Lawfully; according to law.

**Legally adopted.** Adopted in accordance with laws of state.

**Legally committed.** Refers to accused who has been committed by magistrate who has jurisdiction to hold examination and who has actually heard evidence and determined probable cause exists for holding defendant. *People v. Dal Porto*, 17 Cal.App.2d 755, 63 P.2d 1199, 1200. *See also* Commitment.

**Legally competent.** Words "legally competent" in statute prescribing qualifications of executor mean fit or

qualified to act according to judicial standards essential to proper course of justice. In *re Haeffle's Estate*, 145 Neb. 809, 18 N.W.2d 228, 231. *See also* Capacity.

**Legally constituted court.** One known to and recognized by law. *See* Constitutional court.

**Legally contributing cause of injury.** Substantial factor in bringing about injury. *Farmer v. Central Mut. Ins. Co. of Chicago, Ill.*, 145 Kan. 951, 67 P.2d 511, 514. *See also* Cause; Proximate cause.

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

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

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

**Legally reside.** Domicile. *Mitchell v. Kinney*, 242 Ala. 196, 5 So.2d 788, 793. *See* Domicile; Legal residence; Residence.

**Legally sufficient consideration.** Consideration which the law recognizes as legally adequate to support a valid contract. *See* Consideration.

**Legally sufficient evidence.** Competent, pertinent evidence coming from a legal source. Evidence is "legally sufficient to sustain finding", if supported by substantial evidence, and record as whole does not clearly, convincingly, or even, possibly, indisputably require contrary conclusion. *Tracey v. Commissioner of Internal Revenue*, C.C.A.6, 53 F.2d 575, 579. *See* Evidence; Relevant evidence.

**Legally sufficient tender.** A tender made under circumstances that fulfill obligations assumed by vendors. *Kolling v. Martin*, 109 Ind.App. 184, 33 N.E.2d 808, 815. *See* Legal tender.

**Legally using automobile.** *See* Legally operating automobile, *supra*.

**Legal malice.** Such consists of either an express intent to kill or inflict great bodily harm, or of a wickedness of disposition, hardness of heart, cruelty, recklessness of consequences and a mind regardless of social duty which indicates an unjustified disregard for the likelihood of death or great bodily harm and an extreme indifference to the value of human life. *Cmwlth. v. Coleman*, 455 Pa. 508, 318 A.2d 716, 717.

An expression used as the equivalent of "constructive malice," or "malice in law." Inference of malice which can be reasonably drawn from wrongful act. *Chrisman v. Terminal R. Ass'n of St. Louis*, 237 Mo.App. 181, 157 S.W.2d 230, 235. Intentional doing of a wrongful act

without just cause. For purposes of determining punitive damages, standard for "legal malice" is that there be wrongful act intentionally committed and without just cause or excuse. *Labrier v. Anheuser Ford, Inc., Mo., 621 S.W.2d 51, 58. See also Malice.*

**Legal malpractice.** *See Malpractice.*

**Legal monopoly.** *See Monopoly.*

**Legal name.** Under common law consists of one Christian name and one surname, and the insertion, omission, or mistake in middle name or initial is immaterial. The "legal name" of an individual consists of a given or baptismal name, usually assumed at birth, and a surname deriving from the common name of the parents. *Application of Green, 54 Misc.2d 606, 283 N.Y.S.2d 242, 245.*

**Legal negligence.** Negligence per se; the omission of such care as ordinarily prudent persons exercise and deem adequate to the circumstances of the case. In cases where the common experience of mankind and the common judgment of prudent persons have recognized that to do or omit certain acts is productive of danger, the doing or omission of them is "legal negligence." Failure to perform duty law imposes on one person for benefit of another. *See also Strict liability.*

**Legal newspaper.** Newspapers published nationally and in major cities containing summaries of important court decisions, recently enacted or pending legislation or regulatory changes, and, locally, notices of bankruptcy, probate, foreclosure, divorce, etc. proceedings, and also news of general interest to the legal profession.

**Legal notice.** Such notice as is adequate in point of law; notice as the law requires to be given for the specific purpose or in the particular case. Such legal notice is typically required to be published a specified number of times in a legal and/or general circulation newspaper; may also be required to be posted in designated area in court house. *See also Notice.*

**Legal obligation.** A legal obligation against state is an obligation which would form basis of judgment against state in court of competent jurisdiction should Legislature permit state to be sued. *Fort Worth Cavalry Club, Inc. v. Sheppard, 125 Tex. 339, 83 S.W.2d 660, 663.* In its broadest sense, any duty imposed by law; *e.g.* duty of parent to support children. *See also Legal duty; Support.*

**Legal owner.** The term has come to be used in technical contrast to the equitable owner, and not as opposed to an illegal owner. The legal owner has title to the property, although the title may actually carry no rights to the property other than a lien.

**Legal opinion.** A document in which an official such as a state attorney general, a city solicitor or a private attorney, renders his or her understanding of the law as applied to the assumed facts. It may or may not serve as protection to one acting on it, depending on the nature of it and the law governing such opinions. It may concern the state of a real estate title on which a buyer or lender may act.

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

**Legal possessor.** One who, but for the reservation of a strict legal title in conditional vendor, or the giving of a strict legal title in a conditional vendor, or the giving of a strict legal title to a chattel mortgagee, would have the status of a full and unqualified owner. One who has the legal right to possession of property as contrasted with the owner of such property who has legal title. *See Legal owner.*

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

**Legal presumption.** For *presumption of law*, *see Presumption.*

**Legal privity.** "Legal privity", within rule that defense of usury is personal to debtor and those in legal privity with him, means those upon whom title or interest is cast by law. An agent and his principal are in legal privity to each other. *See also Privity.*

**Legal proceedings.** Term includes all proceedings authorized or sanctioned by law, and brought or instituted in a court or legal tribunal, for the acquiring of a right or the enforcement of a remedy.

**Legal rate of interest.** *See Legal interest; Usury.*

**Legal representative.** The term in its broadest sense, means one who stands in place of, and represents the interests of, another. A person who oversees the legal affairs of another. Examples include the executor or administrator of an estate and a court appointed guardian of a minor or incompetent person.

Term "legal representative," which is almost always held to be synonymous with term "personal representative," means, in accident cases, member of family entitled to benefits under wrongful death statute. *Unsatisfied Claim and Judgment Fund v. Hamilton, 256 Md. 56, 259 A.2d 303, 306.*

**Legal rescission.** Rescission by act of parties. *Aron v. Mid-Continent Co., 141 Neb. 806, 4 N.W.2d 884, 886. See also Rescind; Rescission of contract; Void; Voidable.*

**Legal reserve.** Liquid assets which life insurance companies are required by statute to set aside and maintain to assure payment of claims and benefits. *Lubin v. Equitable Life Assur. Soc. of U. S., 326 Ill.App. 358, 61 N.E.2d 753, 754; Old Surety Life Ins. Co. of Alva, Okl., v. Morrow, 195 Okl. 442, 158 P.2d 715, 717.* In banking, that amount of percentage of bank deposits which must

by law be maintained in cash or equally liquid assets to meet the demands of depositors.

**Legal residence.** The place of domicile or permanent abode, as distinguished from temporary residence. Permanent fixed place of abode which person intends to be his residence and to which he intends to return despite temporary residences elsewhere or despite temporary absences. *U. S. v. Calhoun*, C.A.Fla., 566 F.2d 969, 973. Place recognized by law as residence of person. *See also* Domicile; Residence.

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

**Legal secretary.** An employee of an attorney or law office whose responsibilities include the typing of legal documents, memoranda and correspondence, the keeping of records and files, giving and receiving notices, and such other duties as required by her or his employer in the practice of law.

**Legal separation.** A court order arranging the terms (custody, support, etc.) under which a married couple will live separately. *See also* Divorce (*divorce a mensa et thoro*); Separate maintenance; Separation of spouses.

**Legal Services Corporation.** The Legal Services Corporation was established by the Legal Services Corporation Act of 1974 (42 U.S.C.A. § 2996) to provide financial support for legal assistance in noncriminal proceedings to persons financially unable to afford legal services. The Corporation provides financial assistance to qualified programs furnishing legal assistance to eligible clients and makes grants to and contracts with individuals, firms, corporations, organizations, and State and local governments for the purpose of providing legal assistance to these clients.

**Legal subdivisions.** Divisions of land which result from application of ordinary methods used in making of a government survey.

**Legal subrogation.** A right arising by operation of law. *Federal Land Bank of Baltimore v. Joynes*, 179 Va. 394, 18 S.E.2d 917, 920. Where one having liability, right, or fiduciary relation pays another's debt under circumstances equitably entitling former to rights, remedies or securities held by creditor. Where person pays in performance of legal duty imposed by contract, statute, or rule of law or where payment is favored by public policy. Where person secondarily liable pays debt and becomes subrogated to creditor's rights. Where person who pays stands in situation of a surety or is compelled to pay to protect his own right or property. *Marin v. Hickenlooper*, 90 Utah 150, 59 P.2d 1139, 1141; *Lervold v. Republic Mut. Fire Ins. Co.*, 142 Kan. 43, 45 P.2d 839, 842. *See* Subrogation.

**Legal tender.** All coins and currencies of the United States (including Federal Reserve notes and circulating notes of Federal Reserve banks and national banking associations), regardless of when coined or issued, are legal tender for all debts, public and private, public charges, taxes, duties, and dues. 31 U.S.C.A. § 392.

Seller of goods may demand payment by legal tender but he is required to give an extension of time reasonably necessary to procure it. U.C.C. § 2-511(2).

**Legal tender cases.** Two cases upholding the constitutionality of the Acts of Congress in 1862 and 1863 calling for the issuance of paper money. *Knox v. Lee*, 79 U.S. (12 Wall.) 457, 20 L.Ed. 287, *Juilliard v. Greenman*, 110 U.S. 421, 4 S.Ct. 122, 28 L.Ed. 204.

**Legal title.** One cognizable or enforceable in a court of law, or one which is complete and perfect so far as regards the apparent right of ownership and possession, but which carries no beneficial interest in the property, another person being equitably entitled thereto; in either case, the antithesis of "equitable title." It may also mean appearance of title as distinguished from complete title, *Southern Carbon Co. v. State*, 171 Misc. 566, 13 N.Y.S.2d 7, 9; full and absolute title or apparent right of ownership with beneficial or equitable title in another; not necessarily record title. *Barnes v. Boyd*, D.C.W.Va., 8 F.Supp. 584, 597. A tax title, which is prima facie valid, is a "legal title". *Murray v. Holland*, 108 Ind. App. 236, 27 N.E.2d 126, 128. *See* Title.

**Legal usufruct** /lɪyɡəl yúwzəfrəkt/. Usufructs established by operation of law are legal usufructs, *Hartford Accident & Indemnity Co. v. Abdalla*, 203 La. 999, 14 So.2d 815; e.g., the usufruct collated for surviving spouse in necessitous circumstances. *See also* Usufruct.

**Legal voter.** A person meeting constitutional requirements and who is registered. A person invested by law with right to vote. *Wright v. Lee*, 125 N.J.L. 256, 15 A.2d 610, 611. A person qualified by U.S. Constitution and laws of state to vote. *Lefler v. City of Dallas*, Tex.Civ.App., 177 S.W.2d 231, 235.

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

**Legantine constitutions** /lɛɡəntən kɒnstət(yúwshənz/. The name of a code of ecclesiastical laws, enacted in national synods, held under legates from Pope Gregory IX, and Clement IV, in the reign of Henry III, about the years 1220 and 1268.

**Legare** /lɛɡəriy/. Lat. In the civil and old English law, to bequeath; to leave or give by will; to give in anticipation of death.

**Legatarius** /lɛɡətəriyəs/. Lat. In the civil law, one to whom a thing is bequeathed; a legatee or legatary. In old European law, a legate, messenger, or envoy.

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

**Legatee** /lɛɡətíy/. The person to whom a legacy in a will is given. The term may be used to denominate those who take under will without any distinction between realty and personalty, *Brooker v. Brooker*, Tex. Civ.App., 76 S.W.2d 180, 183; though commonly it refers



to one who takes *personal* property under a will. See Legacy.

*Residuary legatee.* The person to whom a testator bequeaths the residue of his personal estate, after the payment of such other legacies as are specifically mentioned in the will.

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

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

**Legator** /ləgéytər/. One who makes a will, and leaves legacies.

**Legatory** /ləgéytəri/. In old English law, the third part of a freeman's personal estate, which by the custom of London, in case he had a wife and children, the freeman might always have disposed of by will.

**Legatos violare contra jus gentium est** /ləgéytəws vɔyləri kóntrə jəs jénsh(iy)əm ést/. It is contrary to the law of nations to injure ambassadors.

**Legatum** /ləgéytəm/. Lat. In old English law, a legacy given to the church, or an accustomed mortuary. In the civil law, a legacy; a gift left by a deceased person, to be executed by the heir.

**Legatum morte testatoris tantum confirmatur, sicut donatio inter vivos traditione sola** /ləgéytəm mórtiy tɛstətóris tántəm kónfərméytər sɪkət dənéysh(iy)əw íntər váyvəws trádishiyówniy sówlə/. A legacy is confirmed by the death of a testator, in the same manner as a gift from a living person is by delivery alone.

**Legatum optionis** /ləgéytəm ɒpshiyównəs/. In Roman law, a legacy to A. B. of any article or articles that A. B. liked to choose or select out of the testator's estate. If A. B. died after the testator, but before making the choice or selection, his representative (*hæres*) could not, prior to Justinian, make the selection for him, but the legacy failed altogether. Justinian, however, made the legacy good, and enabled the representative to chose.

**Legatus regis vice fungitur a quo destinatur et honorandus est sicut ille cujus vicem gerit** /ləgéytəs riyjəs váyсий fánjtər èy kwów dɛstánéytər èt ònəréndəs ést sɪkət íliy kyúwjəs váyśəm jéhrət/. An ambassador fills the place of the king by whom he is sent, and is to be honored as he is whose place he fills.

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

**Legem amittere** /liyjəm əmítəriy/. To lose one's law; that is, to lose one's privilege of being admitted to take an oath.

**Legem facere** /liyjəm féysəriy/. In old English law, to make law or oath.

**Legem ferre** /liyjəm féhriy/. In Roman law, to propose a law to the people for their adoption.

**Legem habere** /liyjəm həbəriy/. To be capable of giving evidence upon oath. Witnesses who had been convicted of crime were incapable of giving evidence, until 6 & 7 Vict., c. 85.

**Legem jubere** /liyjəm jəbəriy/. In Roman law, to give consent and authority to a proposed law; to make or pass it.

**Legem pone** /liyjəm pówniy/. To propound or lay down the law. By an extremely obscure derivation or analogy, this term was formerly used as a slang equivalent for payment in cash or in ready money.

**Legem sciscere** /liyjəm sísəriy/. To give consent and authority to a proposed law; applied to the consent of the people.

**Legem terræ amittentes, perpetuam infamiae notam inde merito incurrunt** /liyjəm téhriy əməténtiyz pərpétyuwəm inféymiyiy nówtəm índiy méhrətəw ínkáhrənt/. Those who lose the law of the land, then justly incur the ineffaceable brand of infamy.

**Legem vadiare** /liyjəm vədiyériy/. In old English law, to wage law; to offer or to give pledge to make defense, by oath, with compurgators.

**Legenita.** A fine for criminal conversation with a woman. See Legruita.

**Leges** /liyjiz/. Lat. Laws. At Rome, the *leges* (the decrees of the people in a strict sense) were laws which were proposed by a magistrate presiding in the senate, and adopted by the Roman people in the *comitia centuriata*.

**Leges Angliæ** /liyjiz ɛngliiy/. The laws of England, as distinguished from the civil law and other foreign systems.

**Leges Angliæ sunt tripartitæ,—jus commune, consuetudines, ac decreta comitiorum** /liyjiz ɛngliiy sént tráypartətiy, jəs kəmyúwniy, kónswət(y)úwdəniyz, ək dəkriytə kəmishiyórəm/. The laws of England are threefold,—common law, customs, and decrees of parliament.

**Leges barbarorum** /liyjiz bərbərorəm/. A class name for the codes of mediæval European law.

**Leges Edwardi confessoris** /liyjiz èdwárdəy kónfəsóras/. A name used for a legal treatise written from 1130 to 1135, which presents the law in force toward the end of Henry I. Its authority is said to be undeserved.

**Leges et consuetudini regni** /liyjiz èt kónswət(y)úwdəniy régnay/. The accepted name for the common law from an early time; since the latter half of the 12th century at least.

**Leges figendi et refigendi consuetudo est periculosissima** /liyjiz fájəndəy èt rɛfájəndəy kónswət(y)úwdəw ést pərik(y)ələwsísəmə/. The practice of fixing and re-

fixing [making and remaking] the laws is a most dangerous one.

**Leges Henrici** /liyjiyz hènràysay/. A book written between 1114 and 1118 containing Anglo-Saxon and Norman law. It is said to be an invaluable source of knowledge of the period preceding the full development of the Norman law.

**Leges humanæ nascuntur, vivunt, et moriuntur** /liyjiyz hyáméyniy naskántər, váyvənt, èt mòriyántər/. Human laws are born, live, and die.

**Leges Juliae** /liyjiyz júwliiy/. Laws enacted during the reign of Augustus or of Julius Cæsar which, with the *lex abutia*, effectually abolished the *legis actiones*.

**Leges naturæ perfectissimæ sunt et immutabiles; humani vero juris conditio semper in infinitum decurrit, et nihil est in eo quod perpetuo stare possit. Leges humanæ nascuntur, vivunt, moriuntur** /liyjiyz nətýúriy pərfektísəmiy sánt èt imyúwtéybəliyz; hyuwméyniy vírow júras kəndísh(iy)ow sémpər in infənáytm dəkəhrət, èt náy(h)əl èst in iyow kwód pərpét(y)uwow stériy pəsət. liyjiyz hyuméyniy naskántər, váyvənt, mòriyántər/. The laws of nature are most perfect and immutable; but the condition of human law is an unending succession, and there is nothing in it which can continue perpetually. Human laws are born, live, and die.

**Leges non scriptæ** /liyjiyz nòn skríptiy/. In English law, unwritten or customary laws, including those ancient acts of parliament which were made before time of memory.

**Leges non verbis, sed rebus, sunt impositæ** /liyjiyz nòn vərbəs sèd ríybəs sənt əmpózətiy/. Laws are imposed, not on words, but things.

**Leges posteriores priores contrarias abrogant** /liyjiyz pəstiriyoriyz prayóriyaz kənt්රériyəs əbrəgənt/. Later laws abrogate prior laws that are contrary to them.

**Leges sacratæ** /liyjiyz səkréydiy/. All solemn compacts between the plebeians and patricians were so called.

**Leges scriptæ** /liyjiyz skríptiy/. In English law, written laws; statute laws, or acts of parliament which are originally reduced into writing before they are enacted, or receive any binding power.

**Leges sub graviore lege** /liyjiyz səb grəviyóray liyjiy/. Laws under a weightier law.

**Leges suum ligent latorem** /liyjiyz s(y)úwəm líjənt létórəm/. Laws should bind their own maker.

**Leges tabellaræ** /liyjiyz tábəlériiy/. Roman laws regulating the mode of voting by ballot (*tabella*).

**Leges vigilantibus, non dormientibus, subveniunt** /liyjiyz víjələntəbəs nón dormiyéntəbəs səbvíyn(i)yənt/. The laws aid the vigilant, not the negligent.

**Legibus solutus** /liyjəbəs səl(y)úwtəs/. Lat. Released from the laws; not bound by the laws. An expression applied in the Roman civil law to the emperor.

**Legibus sumptis desinentibus, lege natureae, utendum est** /liyjəbəs səm(p)təs dəsənéntəbəs liyjiy nət(y)úriy yúwtəndəm èst/. When laws imposed by the state fail, we must act by the law of nature.

**Legiosus** /liyjiyówsəs/. In old records, litigious, and so subjected to a course of law.

**Legis constructio non facit injuriam** /liyjəs kənt්රáksh(iy)ow nòn féysət ənjúriyəm/. The construction of law does no injury.

**Legis interpretatio legis vim obtinet** /liyjəs əntərpřətéysh(iy)ow liyjəs vím óbtənat/. The interpretation of law obtains the force of law.

**Legislate.** To enact laws or pass resolutions via legislation, in contrast to court-made law. State ex rel. Nunez v. Baynard, La.App., 15 So.2d 649, 655.

**Legislation.** The act of giving or enacting laws; the power to make laws; the act of legislating; preparation and enactment of laws; the making of laws via legislation, in contrast to court-made laws. Formulation of rule for the future. Laws enacted by lawmaking body (e.g. by Congress or state legislature). Oklahoma City, Okl. v. Dolese, C.C.A.Ok., 48 F.2d 734, 738. See also Act (*Legislative act*); Bill; Class legislation; Statute.

**Legislative.** Making or giving laws; pertaining to the function of law-making or to the process of enactment of laws. Actions which relate to subjects of permanent or general character are "legislative". Keigley v. Bench, 97 Utah 69, 89 P.2d 480, 484, 485. Making or having the power to make a law or laws.

**Legislative act.** Enactment of laws. Law (i.e. statute) passed by legislature in contrast to court-made law. One which prescribes what the law shall be in future cases arising under its provisions. Forstner v. City and County of San Francisco, 52 Cal.Rptr. 621, 626, 243 C.A.2d 625, 67 C.2d 666. See Statute.

**Legislative apportionment.** Amend. XIV, § 2, of U.S. Const. provides that representatives to congress "shall be apportioned among the several states according to their respective numbers, counting the whole number of persons in each state." Equal protection under the Fourteenth Amendment of the U.S. Constitution requires the allocation of representatives on a population basis and a justiciable issue is presented when a claim is made that states are denying right of representation to its citizens. Baker v. Carr, 369 U.S. 186, 82 S.Ct. 691, 7 L.Ed.2d 663. See also Apportionment; Reapportionment.

**Legislative council.** A legislative agency used in some states which is composed of legislators and other selected officials who study legislative problems and plan legislative strategy between regular legislative sessions.

**Legislative counsel.** A person or agency specially charged with assisting legislators in fulfilling their legislative tasks. Legislative counsel handles problems of research, drafting bills, legislative hearings, and other technical legislative details.

**Legislative courts.** Courts created by legislature in contrast to those created by constitution (e.g. Art. III of

U.S.Const.). In many states almost all courts are created by Legislature, though court of last resort is commonly creature of its constitution. *Compare* Constitutional court.

**Legislative department.** That department of government (*i.e.* Congress, consisting of Senate and House of Representatives; Art. I of U.S.Const.) whose appropriate function is the making or enactment of laws, as distinguished from the judicial department (Article III), which interprets and applies the laws, and the executive department (Article II), which carries them into execution and effect. *See also* Legislature.

**Legislative districting.** The apportionment or division of a legislative body into territorial districts. *See* Apportionment; Legislative apportionment; Reapportionment.

**Legislative divorce.** A divorce decreed by an act of the legislature as to one particular couple and not by judicial decree. While legislative divorces once existed in New England states, and parliamentary divorces once were granted in England, such have long been superseded by judicial divorces.

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

**Legislative history.** The background and events, including committee reports, hearings, and floor debates, leading up to enactment of a law. Such history is important to courts when they are required to determine the legislative intent of a particular statute. Legislative histories of major statutes are published in U.S. Code, Congressional and Administrative News.

**Legislative immunity.** The Constitution grants two immunities to Congressmen, first, that except for treason, felony, and a breach of the peace, they are "privileged from Arrest during their Attendance" at sessions of their body, and, second, that "for any Speech or Debate in either House, they shall not be questioned in any other Place." (Art. I, § 6, cl. 1). The first immunity is of little practical value, for its exceptions withdraw all criminal offenses and arrests therefor from the privilege, and it does not apply to the service of any process in a civil or criminal matter. The second immunity is liberally construed and includes not only opinion, speeches, debates, or other oral matter, but also voting, making a written report or presenting a resolution, and in general to whatever a congressman feels necessary to transact the legislative functions and business. Even a claim of a bad motive does not destroy the immunity, for it is the public good which is thereby served. *E.g.*, *United States v. Ballin*, 144 U.S. 1, 12 S.Ct. 507, 36 L.Ed. 321; *United States v. Smith*, 286 U.S. 6, 52 S.Ct. 475, 76 L.Ed. 954.

**Legislative intent.** Such is looked to when court attempts to construe or interpret a statute which is ambiguous or inconsistent. *See also* Legislative history.

**Legislative investigations.** Legislatures are empowered to make investigations as an incident of their legislative authority; included are powers of subpoena, cross examination, etc. *Quinn v. United States*, 349 U.S. 155, 161, 75 S.Ct. 668, 99 L.Ed. 964.

**Legislative jurisdiction.** The sphere of authority of a legislative body to enact laws and to conduct all business incidental to its law-making function. Art. I of U.S. Constitution.

**Legislative officer.** A member of the legislative body or department of a state or municipal corporation. One of those whose duties relate mainly to the enactment of laws, such as members of congress and of the several state legislatures. These officers are confined in their duties by the constitution generally to make laws, though sometimes, in cases of impeachment, one of the houses of the legislature exercises judicial functions somewhat similar to those of a grand jury, by presenting to the other articles of impeachment, and the other house acts as a court in trying such impeachment.

**Legislative power.** The lawmaking powers of a legislative body, whose functions include the power to make, alter, amend and repeal laws. In essence, the legislature has the power to make laws and such power is reposed exclusively in such body though it may delegate rule making and regulatory powers to departments in the executive branch. It may not, however, delegate its law making powers nor is the judicial branch permitted to obtrude into its legislative powers. The enumerated powers of Congress are provided for in Article I of the U.S. Constitution.

**Legislative rule.** A rule issued by an administrative agency pursuant to statutory authority implementing statute that has force and effect of law. *American Medical Ass'n v. Heckler*, D.C.Ind., 606 F.Supp. 1422, 1439. Those rules that are promulgated pursuant to congressional delegation of power to issue rules and regulations that have force of law and are binding on courts because they are source of law that court and agency must enforce. *American Trucking Ass'n, Inc. v. U.S.*, C.A.11, 688 F.2d 1337, 1341.

**Legislator.** One who makes laws; a member of a federal, state or municipal lawmaking body; senator, representative, assemblyman.

**Legislatorum est viva vox, rebus et non verbis legem imponere** /lɛʒslətɔːrəm ɛst vɑːvə vɔːks, rɪvbəs ɛt nɒn vɜːbəs liːjəm ɪmpɔːnrɪj/. The voice of legislators is a living voice, to impose laws on things, and not on words.

**Legislature.** The department, assembly, or body of persons that makes statutory laws for a state or nation. At the federal level, and in most states, the legislature is bicameral in structure, usually consisting of two branches; *i.e.* upper house (Senate) and lower house (House of Representatives or Assembly). Legislative bodies at the local levels are variously called city councils, boards of

- aldermen, etc. See Chamber; Congress; Legislative department; Legislative districting.
- Legis auter non tenetur in executione officii sui, fugere aut retrocedere** /liýjəs mənístər nòn tənýtər in èksəkýüwshiyówniy əfis(h)iyay s(y)úway fyúwjəriy öt rətrəsiýdəriy/. The minister of the law is bound, in the execution of his office, not to fly nor to retreat.
- Legisperitus** /liýjəspəráytəs/. Lat. A person skilled or learned in the law; a lawyer or advocate.
- Legitimacy.** Lawful birth; the condition of being born in wedlock; the opposite of illegitimacy or bastardy.
- Legitimate, v.** To make lawful; to confer legitimacy; e.g., to place a child born before marriage on the legal footing of those born in lawful wedlock.
- Legitimate, adj.** That which is lawful, legal, recognized by law, or according to law; as, legitimate children, legitimate authority, lawful power, legitimate sport or amusement. People v. Commons, 64 Cal.App.2d Supp. 925, 148 P.2d 724, 731. Real, valid, or genuine. United States v. Schenck, C.C.A.N.Y., 126 F.2d 702, 705, 707. See Presumption of legitimacy.
- Legitimation.** The making legitimate or lawful that which was not originally so; especially the statutory procedure of legalizing (legitimizing) the status of an illegitimate child. Such is usually necessary to assure inheritance rights to child.
- Legitimation per subsequens matrimonium** /ləjítəméyshən pər səbsiykwənz mətrəmówn(i)yəm/. The legitimation of a bastard by the subsequent marriage of his parents.
- Legitime** /ləjítəmiy/. Lat. In the civil law, that portion of a parent's estate of which he cannot disinherit his children without a legal cause. That interest in a succession of which forced heirs may not be deprived. It may also apply to father or mother.
- Legitime imperanti parere necesse est** /ləjítəmiy ímpərántay pəriyriy nəsesiy èst/. One lawfully commanding must be obeyed.
- Legitimi hæredes** /ləjítəmay hæriýdiy/. Lat. In Roman law, legitimate heirs; the agnate relations of the estate-leaver; so called because the inheritance was given to them by a law of the Twelve Tables.
- Legitimus** /ləjítəməs/. Lawful; legitimate. *Legitimus hæres et filius est quem nuptiæ demonstrant*, a lawful son and heir is he whom the marriage points out to be lawful.
- Legit vel non?** /liýjət vèl nón/. In old English practice, this was the formal question propounded to the ordinary when a prisoner claimed the benefit of clergy,—does he read or not? If the ordinary found that the prisoner was entitled to clergy, his formal answer was, "*Legit ut clericus*," he reads like a clerk.
- Lego** /liýgow/. Lat. In Roman law, I bequeath. A common term in wills.
- Legruita.** In old records, a fine for criminal conversation with a woman. See Legenita.
- Le guidon de la mer** /lə giýdówn də la mér/. The title of a French work on marine insurance, by an unknown author, dating back, probably, to the sixteenth century, and said to have been prepared for the merchants of Rouen. It is noteworthy as being the earliest treatise on that subject now extant.
- Leguleius** /ləgyəlíyəs/. A person skilled in law (*in legibus versatus*); one versed in the forms of law.
- Lehurecht.** The German feudal law.
- Leidgrave** /léyðgrèyv/. An officer under the Saxon government, who had jurisdiction over a lath.
- Leipa** /liýpə/. In old English law, a fugitive or runaway.
- Le ley de dieu et ley de terre sont tout un; et l'un et l'autre preferre et favour le common et publique bien del terre.** The law of God and the law of the land are all one; and both preserve and favor the common and public good of the land.
- Le ley est le plus haut enheritance que le roy ad, car per le ley il mesme et tous ses sujets sont rules; et, si le ley ne fuit, nul roy ne nul enheritance serra.** The law is the highest inheritance that the king possesses, for by the law both he and all his subjects are ruled; and, if there were no law, there would be neither king nor inheritance.
- Lemon laws.** Laws enacted in many states governing rights of purchasers of new and used motor vehicles which do not function properly and which have to repeatedly be returned to the dealer for repairs. Such laws give redress to purchasers and permit refund of purchase price after certain steps are taken and opportunity has been given dealer to correct defects.
- Le mort saisit le vif.** Doctrine of "le mort saisit le vif" requires that there can be no gap in seisin, and on death of de cujus, legal title immediately vests in heirs of deceased, and that is not to say that doctrine is so narrow as to exclude unknown heirs or absent heirs at date of death. *Kuchenig v. California Co.*, C.A.La., 410 F.2d 222, 230.
- Lend.** To give or put out for hire or compensation. To part with a thing of value to another for a time fixed or indefinite, yet to have some time in ending, to be used or enjoyed by that other; the thing itself or the equivalent of it to be given back at the time fixed, or when lawfully asked for, with or without compensation for the use as may be agreed upon. Term "lend" when used in a will means to "give" or "devise." To provide money to another for a period of time, usually with interest charge to be incurred by borrower. See also Loan.
- Lender.** He from whom a thing or money is borrowed. The bailor of an article loaned. A bank or other lending institution.
- Lending or loaning money or credit.** Transactions creating customary relation of borrower and lender, in which money is borrowed for fixed time on borrower's promise to repay amount borrowed at stated time in future with interest at fixed rate. *Bannock County v. Citizens' Bank & Trust Co.*, 53 Idaho 159, 22 P.2d 674.

**Lenity Rule.** This rule provides that where there is ambiguity in the language of a statute concerning multiple punishment, ambiguity should be resolved in favor of lenity in sentencing. *U.S. v. Barrington, C.A.Va.*, 662 F.2d 1046, 1054.

**Lent.** In Ecclesiastical law, the quadragesimal fast; a time of abstinence; the time from Ash Wednesday to Easter.

**Leod.** People; a people; a nation.

**Leodes** /liyówdiýz/. In old European law, a vassal, or leige man; service; a *were* or *weregild*.

**Leonina societas** /liyənáyne səsáýstəs/. Lat. An attempted partnership, in which one party was to bear all the losses, and have no share in the profits. This was a void partnership in Roman law; and, apparently, it would also be void as a partnership in English law, as being inherently inconsistent with the notion of partnership.

**Leproso amovendo** /leprówsow èymävéndow/. An ancient writ that lay to remove a leper or leazar, who thrust himself into the company of his neighbors in any parish, either in the church or at other public meetings, to their annoyance.

**Le roi, or roy** /lə róy/lə r(w)éy/. The old law-French words for "the king".

**Le roi veut en deliberer.** The king will deliberate on it. This is the formula which the king of the French used when he intended to veto an act of the legislative assembly.

**Le roy (or la reine) le veut.** The king (or the queen) wills it. The form of the royal assent to public bills in parliament.

**Le roy (or la reine) remercie ses loyal sujets, accepte leur benevolence, et ainsi le veut.** The king (or the queen) thanks his (or her) loyal subjects, accepts their benevolence, and therefore wills it to be so. The form of the royal assent to a bill of supply.

**Le roy (or la reine) s'avisera.** The king (or queen) will advise upon it. The form of words used to express the refusal of the royal assent to public bills in parliament. 1 Bl.Comm. 184. This is supposed to correspond to the judicial phrase "*curia advisari vult*" (*q.v.*).

**Le salut du peuple est la supreme loi.** The safety of the people is the highest law.

**Leschewes.** Trees fallen by chance or windfalls.

**Lese majesty** /liy z májéstiy/. The old English and Scotch translation of "*læsa majestas*," or high treason.

**Les fictions naissent de la loi, et non la loi des fictions** /ley fiksyówn nés də la lwá, ey nówn la lwá dey fiksyówn/. Fictions arise from the law, and not law from fictions.

**Lesing or leasing.** Gleaning.

**Lesion** /liy zhan/. Damage; injury; detriment; sore; wound. *Gasperino v. Prudential Ins. Co. of America, Mo.App.*, 107 S.W.2d 819, 827. Hurt, loss, or injury.

*Order of United Commercial Travelers of America v. Sevier, C.C.A.Mo.*, 121 F.2d 650, 654. Any change in the structure of an organ due to injury or disease, whether apparent or diagnosed as the cause of a functional irregularity or disturbance.

In the civil law, the injury suffered by one who does not receive a full equivalent for what he gives in a commutative contract. Inequality in contracts.

**Les lois ne se chargent de punir que les actions exterieures** /ley lwá nə sə shárzh də pyunír kə leyzáksyównz ekstèriyúr/. Laws do not undertake to punish other than outward actions.

**Lessee.** One who rents property from another. In the case of real estate, the lessee is also known as the tenant. He to whom a lease is made. He who holds an estate by virtue of a lease. One who has been given possession of land which is exclusive even of the landlord, except as the lease permits his entry, and except right to enter to demand rent or to make repairs. *Seabloom v. Krier*, 219 Minn. 362, 18 N.W.2d 88, 91. See also Tenant.

A person who acquires the right to possession and use of goods under a lease. Unless the context clearly indicates otherwise, the term includes a sublessee. U.C.C. § 2A-103.

**Lessee's interest.** The appraised value of a lessee's interest in order to determine its worth for assignment or sale. In appraising the value of a potential sublease or assignment (sale) of the lease, the value is the market value of the property, less the interest of the lessor. The lessor's interest would be largely determined by the ratio of the return on the lease to the market value without the lease.

**Lesser included offense.** One which is composed of some, but not all elements of a greater offense and which does not have any element not included in greater offense so that it is impossible to commit greater offense without necessarily committing the lesser offense. *State v. Garcia, App.*, 100 N.M. 120, 666 P.2d 1267, 1272. One that does not require proof of any additional element beyond those required by the greater offense. *Government of Virgin Islands v. Bedford, C.A. Virgin Islands*, 671 F.2d 758, 765. One which must necessarily be included in the greater offense. *State v. Etzweiler*, 125 N.H. 57, 480 A.2d 870, 876. One which includes some of the elements of the crime charged in the information without the addition of any element irrelevant to the original charge. *State v. Johnsen*, 197 Neb. 216, 247 N.W.2d 638, 640. When it is impossible to commit a particular crime without concomitantly committing, by the same conduct, another offense of lesser grade or degree, the latter is, with respect to the former, a "lesser included offense". In any case in which it is legally possible to attempt to commit a crime, such attempt constitutes a lesser included offense with respect thereto. The defendant may be found guilty of an offense necessarily included in the offense charged. Fed.R. Crim.P. 31. See also Necessarily included offense.

**Lessor.** He who grants a lease. One who rents property to another. In the case of real estate, the lessor is also known as the landlord. One who has leased land for a

definite or indefinite period, by a written or parol lease, irrespective of whether a statute of fraud requires the lease to be in writing. *City of Tyler v. Ingram*, 139 Tex. 600, 164 S.W.2d 516, 520. See also *Landlord*.

A person who transfers the right to possession and use of goods under a lease. Unless the context clearly indicates otherwise, the term includes a sublessor. U.C.C. § 2A-103.

**Lessor of the plaintiff.** In the common law action of ejectment, this was the party who really and in effect prosecuted the action and was interested in its result. The reason of his having been so called arose from the circumstance of the action having been carried on in the name of a nominal plaintiff (John Doe), to whom the real plaintiff had granted a fictitious lease, and thus had become his lessor.

**Lessor's interest.** The present value of the future income under the lease, plus the present value of the property after the lease expires (reversion).

**Let, v. Contracts.** To award to one of several persons, who have submitted proposals (bids) therefor, the contract for erecting public works or doing some part of the work connected therewith, or rendering some other service to government for a stipulated compensation. Letting the contract is the choosing one from among the number of bidders, and the formal making of the contract with him. The letting, or putting out, is a different thing from the invitation to make proposals; the letting is subsequent to the invitation. It is the act of awarding the contract to the proposer, after the proposals have been received and considered.

**Conveyancing.** To demise or lease a certain property. See *Lease*.

**Judicial orders and decrees.** The word "let" (in the imperative) imports a positive direction or command. Thus the phrase "let the writ issue as prayed" is equivalent to "it is hereby ordered that the writ issue," etc.

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

**Let, n.** In old conveyancing, hindrance; obstruction; interruption.

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

**Lethal weapon.** A deadly weapon (*q.v.*).

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

A dispatch or epistle; a written or printed message; a communication in writing from one person to another at a distance. In the imperial law of Rome, "letter" or "epistle" was the name of the answer returned by the emperor to a question of law submitted to him by the magistrates.

A communication inclosed, sealed, stamped, carried and delivered by private or U.S. Postal service. *Hynes*

*v. U. S.*, C.C.A.Mich., 44 F.2d 134, 136; *Wolpa v. U. S.*, C.C.A.Neb., 86 F.2d 35, 39.

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

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

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

As to *letters of Administration*; *Advice*; *Attorney*; *Credit*; *Recommendation*, see those titles. As to *Letters patent*, see *Patent*.

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

**Letter contract.** In federal contract law, a written contractual instrument with sufficient provisions to permit contractor to begin performance. *Boeing Co. v. Omdahl, N.D.*, 169 N.W.2d 696, 702.

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

**Letter of administration.** See *Letters of administration*.

**Letter of advice.** Drawer's communication to the drawee that a described draft has been drawn. U.C.C. § 3-701(1).

**Letter of attornment.** A letter from a grantor to a tenant, stating that the property has been sold, and directing rent to be paid to the grantee (new owner).

**Letter of comment.** Letters of comment are sent out by the S.E.C. in most cases as a means of informing registrants of securities offerings of the respects in which a registration statement is deemed not to meet the disclosure and other requirements of the Securities Exchange Act and the forms and regulations thereunder. A letter of comment may not be sent out, however, where the circumstances are such that an investigatory or stop order proceeding is deemed more appropriate.

**Letter of credence.** In international law, the document which accredits an ambassador, minister, or envoy to the courts or government to which he is sent; *i.e.*, certifies to his appointment and qualification, and bespeaks credit for his official actions and representations.

**Letter of credit.** An engagement by a bank or other person made at the request of a customer that the issuer will honor drafts or other demands for payment upon

compliance with the conditions specified in the credit. A credit may be either revocable or irrevocable. The engagement may be either an agreement to honor or a statement that the bank or other person is authorized to honor. U.C.C. § 5-103. Letters of credit are intended generally to facilitate purchase and sale of goods by providing assurance to the seller of prompt payment upon compliance with specified conditions or presentation of stipulated documents without the sellers having to rely upon the solvency and good faith of the buyer. *Lustrelon, Inc. v. Prutscher*, 178 N.J.Super. 128, 428 A.2d 518, 523.

*See also* Advice of credit.

**Commercial letter.** Type of letter of credit used by buyer of merchandise who sends it to bank in district in which he is to buy and seller then presents his bill of sale, etc. to obtain payment. *See also* Commercial credit.

**Confirmed letter.** Type of letter of credit in which local bank gives its guarantee that seller's draft will be honored if the bank which issued letter fails to honor it.

**Export letter.** Type of letter of credit forwarded to seller or exporter advising him that a credit has been established in his favor by a foreign bank and further consenting to honor the seller's or exporter's draft for the goods.

**General and special.** A general letter of credit is one addressed to any and all persons, without naming any one in particular, while a special letter of credit is addressed to a particular individual, firm, or corporation by name.

**Import letter.** Type of letter of credit issued by a foreign bank to a local seller permitting him to draw draft on the foreign bank against shipment of the merchandise.

**Irrevocable letter.** Type of letter of credit in which issuing bank guarantees that it will not withdraw the credit or cancel the letter before the expiration date. A letter of credit which cannot be modified or revoked as regards the customer or the beneficiary without his or her consent.

**Open credit.** *See* Open letter of credit.

**Revocable letter.** Letter of credit in which the issuing bank reserves the right to cancel and withdraw from the transaction upon appropriate notice.

**Revolving credit.** *See* Revolving credit.

**Standby letter.** A letter of credit which commits the issuer to honor the credit not upon evidence of performance by the beneficiary, as by presenting evidence of the shipment of goods to the customer, but upon evidence or a mere declaration of the customer's default in the underlying transaction with the beneficiary.

**Straight credit.** A letter of credit that does not run in favor of purchasers of drafts drawn thereunder.

**Time credit.** A letter of credit that is duly honored by the issuer accepting drafts drawn thereunder. Essentially synonymous with "usance credit" and "acceptance credit."

**Transferable credit.** A letter of credit that authorizes the beneficiary to assign the right to draw thereunder.

**Traveler's letter.** Type of letter of credit used by one traveling abroad in which the issuing bank authorizes payment of funds to holder in the local currency by a local bank. The holder signs a check on the issuing bank and the local bank forwards it to the issuing bank for its credit.

**Letter of exchange.** A bill of exchange (*q.v.*).

**Letter of intent.** A letter of intent is customarily employed to reduce to writing a preliminary understanding of parties who intend to enter into contract, *Garner v. Boyd*, D.C.Tex., 330 F.Supp. 22, 25, or who intend to take some other action such as merger of companies.

**Letter of license.** In English law, a written instrument in the nature of an agreement, signed by all the creditors of a failing or embarrassed debtor in trade, granting him an extension of time for the payment of the debts, allowing him in the meantime to carry on the business in the hope of recuperation, and protecting him from arrest, suit, or other interference pending the agreement. A similar arrangement with creditors is provided for in United States under the federal Bankruptcy Act. *See* Arrangement with creditors.

**Letter of marque and reprisal.** An authorization formerly granted in time of war by a government to the owner of a private vessel to capture enemy vessels and goods on the high seas. Art. I, Sec. 8 of U.S.Const. The signatory powers to the Declaration of Paris in 1856 agreed to stop issuing such authorizations.

**Letter of recall.** A document addressed by the executive of one nation to that of another, informing the latter that a minister sent by the former has been recalled. May also refer to letter sent by manufacturer of product to purchasers requesting that they bring product, automobile, etc. into dealer to repair or replace item.

**Letter of recredentials** /*lédar av riykræðenshálz*/. A document embodying the formal action of a government upon a letter of recall of a foreign minister. It, in effect, accredits him back to his own government. It is addressed to the latter government, and is delivered to the minister by the diplomatic secretary of the state from which he is recalled.

**Letter of the law.** Expression used to denote the exact, strict interpretation of a statute, ordinance, regulation, or law.

**Letter patent.** *See* Letters patent.

**Letter ruling.** A written statement which is issued to a taxpayer by Office of Assistant Commissioner of I.R.S. in which interpretations of tax laws are made and applied to a specific set of facts. *Tax Analysts and Advocates v. Internal Revenue Service*, D.C.D.C., 362 F.Supp. 1298, 1301. Such is issued in response to request for ruling by a private party of tax implications of a particular transaction.

**Letters.** In probate practice, includes letters testamentary, letters of guardianship, letters of administration, and

letters of conservatorship. Uniform Probate Code, § 1-201(23). See Letters of administration.

**Letters ad colligendum bona defuncti** /létərz æd kòlājəndəm bòwnə dəfəŋ(k)tay/. In default of the representatives and creditors to administer to the estate of an intestate, the officer entitled to grant letters of administration may grant to such person as he approves, *letters to collect the goods of the deceased*, which neither make him executor nor administrator; his only business being to collect the goods and keep them in his safe custody. 2 Bl.Comm. 505.

**Letters close.** In English law, close letters are grants of the King, or instructions by the King, and, being of private concern, they are thus distinguished from letters patent. Also refers to certain Chancery Letters from the Close Rolls which have in part been indexed and dated.

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

**Letters of administration.** Formal document issued by probate court appointing one an administrator of an estate.

**Letters of administration C.T.A.** Document issued by probate court appointing one administrator cum testamento annexo (with the will annexed) by reason of the failure of the named executor to qualify.

**Letters of administration D.B.N.** Document issued by probate court appointing one administrator de bonis non (concerning goods—not already administered) because of failure of named executor to complete the probate of the estate.

**Letters of administration D.B.N. C.T.A.** Document issued by probate court to one who is thereby authorized to administer estate in place of named executor in accordance with will of testator. See Letters of Administration C.T.A.; Letters of Administration D.B.N.

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

**Letters of safe conduct.** No subject of a nation at war with England can, by the law of nations, come into the realm, nor can travel himself upon the high seas, or send his goods and merchandise from one place to another, without danger of being seized, unless he has *letters of safe conduct*. By divers old statutes these must be granted under the great seal, and enrolled in chancery, or else are of no effect; the sovereign being the best judge of such emergencies as may deserve exemption from the general law of arms. But passports or licenses from the ambassadors abroad are now more usually obtained, and are allowed to be of equal validity.

**Letters of slains, or slanes.** In England, letters subscribed by the relatives of a person who had been slain, declaring that they had received an assyhtment, and concurring in an application to the crown for a pardon

to the offender. These or other evidences of their concurrence were necessary to found the application.

**Letters patent** /létərz péytənt/'pát/. An instrument issued by a government to the patentee, granting or confirming a right to the exclusive possession and enjoyment of land, or of a new invention or discovery. See also Land patent; Patent.

**Letters rogatory** /létərz rógət(ə)riy/. A request by one court of another court in an independent jurisdiction, that a witness be examined upon interrogatories sent with the request. The medium whereby one country, speaking through one of its courts, requests another country, acting through its own courts and by methods of court procedure peculiar thereto and entirely within the latter's control, to assist the administration of justice in the former country. *The Signe*, D.C.La., 37 F.Supp. 819, 820.

A formal communication in writing, sent by a court in which an action is pending to a court or judge of a foreign country, requesting that the testimony of a witness resident within the jurisdiction of the latter court may be there formally taken under its direction and transmitted to the first court for use in the pending action. Fed.R.Civil P. 28; 28 U.S.C.A. §§ 1781, 1782.

This process was also in use, at an early period, between the several states of the Union. The request rests entirely upon the comity of courts towards each other.

**Letters testamentary.** The formal instrument of authority and appointment given to an executor by the proper court, empowering him to enter upon the discharge of his office as executor. It corresponds to letters of administration granted to an administrator.

**Letter stock.** Stock not registered under the Securities Act of 1933, where the buyer gives the seller a letter stating the buyer intends to hold for investment purposes and does not contemplate reoffering the stock to others. *Securities and Exchange Commission v. Continental Tobacco Co. of S.C.*, C.A.Fla., 463 F.2d 137, 150.

**Letting.** Leasing or awarding. *City and County of San Francisco v. United States*, C.C.A.Cal., 106 F.2d 569, 576. See also Lease; Let.

**Letting out.** The act of leasing property or awarding a contract. See Let.

**Lettre** /létrə/. Fr. In French law, a letter. It is used, like our English "letter," for a formal instrument giving authority.

**Lettres de cachet** /létrə də kàshéy/. Letters issued and signed by the kings of France, and countersigned by a secretary of state, authorizing the imprisonment of a person. Under them, persons were imprisoned for life or for a long period on the most frivolous pretexts, for the gratification of private pique or revenge, and without any reason being assigned for such punishment. They were also granted by the king for the purpose of shielding his favorites or their friends from the consequences of their crimes; and thus were as pernicious in their operation as the protection afforded by the church



to criminals in a former age. Abolished during the Revolution of 1789.

**Leuca** /l(y)úwka/. In old French law. A league, consisting of fifteen hundred paces.

In old English law, a league or mile of a thousand paces. A privileged space around a monastery of a league or mile in circuit.

**Levandæ navis causa** /lævændiy néyvæs kózə/. Lat. For the sake of lightening the ship; denotes a purpose of throwing overboard goods, which renders them subjects of general average.

**Levant et couchant** /lévənt èy káwchənt/. L. Fr. Rising up and lying down. A term applied to trespassing cattle which have remained long enough upon land to have lain down to rest and risen up to feed; generally the space of a night and a day, or, at least, one night.

**Levari facias** /lávéráy féys(h)(i)yəs/. Lat. A writ of execution directing the sheriff to cause to be made of the lands and chattels of the judgment debtor the sum recovered by the judgment. Also a writ to the bishop of the diocese, commanding him to enter into the benefice of a judgment debtor, and take and sequester the same into his possession, and hold the same until he shall have levied the amount of the judgment out of the rents, tithes, and profits thereof.

**Levari facias damna de disseisitoribus** /lávéráy féys(h)(i)yəs dǎmna diy dəsizətórəbəs/. A writ formerly directed to the sheriff for the levying of damages, which a disseisor had been condemned to pay to the disseisee.

**Levari facias quando vicecomes returnavit quod non habuit emptores** /lávéráy féys(h)(i)yəs kwóndow vǎsziykwómiyz rətárnéyvət kwód nòn hábyuwət èm(p)tóriyz/. An old writ commanding the sheriff to sell the goods of a debtor which he had already taken, and had returned that he could not sell them; and as much more of the debtor's goods as would satisfy the whole debt.

**Levari facias residuum debiti** /lávéráy féys(h)(i)yəs rəsidiuwəm débətay/. An old writ directed to the sheriff for levying the remnant of a partly-satisfied debt upon the lands and tenements or chattels of the debtor.

**Levato velo** /lávéytow víylo/. Lat. An expression used in the Roman law, and applied to the trial of wreck and salvage. Commentators disagree about the origin of the expression; but all agree that its general meaning is that these causes were to be heard summarily. The most probable solution is that it refers to the place where causes were heard. A sail was spread before the door and officers employed to keep strangers from the tribunal. When these causes were heard, this sail was raised, and suitors came directly to the court, and their causes were heard immediately. As applied to maritime courts, its meaning is that causes should be heard without delay. These causes require dispatch, and a delay amounts practically to a denial of justice.

**Levee** /léviy/. An embankment or artificial mound of earth constructed along the margin of a river, to confine

the stream to its natural channel or prevent inundation or overflow. Also, a landing place on a river or lake; a place on a river or other navigable water for lading and unlading goods and for the reception and discharge of passengers to and from vessels lying in the contiguous waters, which may be either a wharf or pier or the natural bank.

**Levee district.** A municipal subdivision of a state (which may or may not be a public corporation) organized for the purpose, and charged with the duty, of constructing and maintaining such levees within its territorial limits as are to be built and kept up at public expense and for the general public benefit.

**Level rate, legal reserve policy.** Insurance which seeks to build up a reserve which will equal face value of policy at the end of insured's life.

**Leverage.** The ability to finance an investment with a small amount of one's own funds, such as a down payment, with the balance consisting of borrowed funds. The use of a smaller investment to generate a larger rate of return through borrowing.

The amount of money borrowed by party in business in excess of money or assets invested personally in the business. *Community Bank v. Jones*, 278 Or. 647, 566 P.2d 470, 475. Term refers to the advantages that may accrue to a business through the use of debt obtained from third persons (e.g. banks or outside investors) in lieu of contributed capital. Such debt improves the earnings allocable to contributed capital if the business earns more on each dollar invested than the interest cost of borrowing funds.

The effect on common stockholders of the requirements to pay bond interest and preferred stock dividends before payment of common stock dividends.

**Leveraged buyout.** Method of purchasing outstanding stock of publicly held corporation by management or outside investors, with financing consisting primarily of funds borrowed from investment bankers or brokers. The initial and subsequent long term capital used for the buyout is usually secured by the target company's assets with repayment generated from the company's retained or future earnings, sales of certain of its assets, and the like. For a type of employee buyout method, see Employee Stock Ownership Plan. See also Going private.

**Leveraged lease.** A type of financial lease in which the lessor borrows a high percentage of the cost of the leased asset on a nonrecourse basis from lenders. This is also sometimes called a third-party equity lease or a tax lease.

**Leviable** /léviyəbəl/. That which may be levied. That which is a proper or permissible subject for a levy; as, a "leviable interest" in land.

**Levir** /líyvər/lévər/. In Roman law, a husband's brother; a wife's brother-in-law.

**Levis** /líyvəs/. Lat. Light; slight; trifling. *Levis culpa*, slight fault or neglect. *Levissima culpa*, the slightest neglect. *Levis nota*, a slight mark or brand.

**Levitical degrees** /ləvítəkəl dəgríyz/. Degrees of kindred within which persons are prohibited to marry. They are set forth in the eighteenth chapter of Leviticus.

**Levy, v.** To assess; raise; execute; exact; tax; collect; gather; take up; seize. Thus, to levy (assess, exact, raise, or collect) a tax; to levy (raise or set up) a nuisance; to levy (acknowledge) a fine; to levy (inaugurate) war; to levy an execution, *i.e.*, to levy or collect a sum of money on an execution.

**Levy, n.** A seizure. The obtaining of money by legal process through seizure and sale of property; the raising of the money for which an execution has been issued.

The process whereby a sheriff or other state official empowered by writ or other judicial directive actually seizes, or otherwise brings within her control, a judgment debtor's property which is taken to secure or satisfy the judgment.

In reference to taxation, the word may mean the legislative function and declaration of the subject and rate or amount of taxation, *People v. Mahoney*, 13 Cal.2d 729, 91 P.2d 1029; or the rate of taxation rather than the physical act of applying the rate to the property, *Lowden v. Texas County Excise Board*, 187 Okl. 365, 103 P.2d 98, 100; or the formal order, by proper authority declaring property subject to taxation at fixed rate at its assessed valuation, *State v. Davis*, 335 Mo. 159, 73 S.W.2d 406, 407; or the ministerial function of assessing, listing and extending taxes, *City of Plankinton v. Kieffer*, 70 S.D. 329, 17 N.W.2d 494, 495, 496; or the extension of the tax, *Day v. Inland Steel Co.*, 185 Minn. 53, 239 N.W. 776, 777; or the doing of whatever is necessary in order to authorize the collector to collect the tax, *Syracuse Trust Co. v. Board of Sup'rs of Oneida County*, 13 N.Y.S.2d 390, 394. When used in connection with authority to tax, denotes exercise of legislative function, whether state or local, determining that a tax shall be imposed and fixing amount, purpose and subject of the exaction. *Carkonen v. Williams*, 76 Wash.2d 617, 458 P.2d 280, 286. The qualified electors "levy" a tax when they vote to impose it.

*See also* Assess; Assessment; Tax.

**Equitable levy.** The lien in equity created by the filing of a creditor's bill to subject real property of the debtor, and of a *lis pendens*, is sometimes so called. The right to an equitable lien is sometimes called an "equitable levy."

**Levy court.** A court formerly existing in the District of Columbia. It was a body charged with the administration of the ministerial and financial duties of Washington county. It was charged with the duty of laying out and repairing roads, building bridges, providing poor-houses, laying and collecting the taxes necessary to enable it to discharge these and other duties, and to pay the other expenses of the county. It had capacity to make contracts in reference to any of these matters, and to raise money to meet such contracts. It had perpetual succession, and its functions were those which, in the several states, are performed by "county commission-

ers," "overseers of the poor," "county supervisors," and similar bodies with other designations. *Levy Court v. Coroner*, 69 U.S. 501 (2 Wall.) 507, 17 L.Ed. 851.

**Levying war.** In criminal law, the assembling of a body of men for the purpose of effecting by force a treasonable object; and all who perform any part, however minute, or however remote from the scene of action, and who are leagued in the general conspiracy, are considered as engaged in levying war, within the meaning of the constitution. Art. III, § 3, U.S. Constitution. *See also* Insurrection

The words include forcible opposition, as the result of a combination of individuals, to the execution of any public law of the United States; and to constitute treason within the Federal Constitution, there must be a combination of individuals united for the common purpose of forcibly preventing the execution of some public law and the actual or threatened use of force by the combination to prevent its execution. *Kegerreis v. Van Zile*, 180 App.Div. 414, 167 N.Y.S. 874, 876.

**Lewd** /l(y)uwd/. Obscene, lustful, indecent, lascivious, lecherous. The term imports a lascivious intent. It signifies that form of immorality which has relation to moral impurity, *United States v. Barlow*, D.C.Utah, 56 F.Supp. 795-797; or that which is carried on in a wanton manner. *Rebhuhn v. Cahill*, D.C.N.Y., 31 F.Supp. 47, 49. Given to unlawful indulgence of lust, eager for sexual indulgence. *State v. Jones*, 2 Conn.Cir. 698, 205 A.2d 507, 509. *See also* Indecent (*Indecent exposure*); Lascivious; Lewdness; Obscene; Obscenity.

**Lewd and lascivious cohabitation.** Within criminal statutes, the living together of a man and woman not married to each other as husband and wife. Also called "illicit cohabitation". Where existing, such statutes are seldom enforced. *See also* Lewdness.

**Lewd house.** *See* Bawdy-house

**Lewdness.** Gross and wanton indecency in sexual relations so notorious as to tend to corrupt community's morals. *Hensley v. City of Norfolk*, 218 N.E.2d 735, 740, 216 Va. 369. Licentiousness; that form of immorality which has relation to sexual impurity. Moral turpitude. *Lane ex rel. Cronin v. Tillinghast*, C.C.A.Mass., 38 F.2d 231, 232. Open and public indecency. *State v. Brenner*, 132 N.J.L. 607, 41 A.2d 532, 534, 535. Sensuality; debauchery.

Any act which the actor knows is likely to be observed by others who would be affronted or alarmed and hence it is a criminal offense. Model Penal Code, § 251.1. Lewdness is specifically made an offense under some state statutes, and is included under more general clauses in others.

*See also* Indecent (*Indecent exposure*); Lascivious; Obscene; Obscenity.

**Lewd person.** One who is lawless, bad, vicious, unchaste, indecent, obscene, lascivious. *State v. Harlowe*, 174 Wash. 227, 24 P.2d 601.

**Lex** /léks/. Lat. In medieval jurisprudence, a body or collection of various laws peculiar to a given nation or

people; not a code in the modern sense, but an aggregation or collection of laws not codified or systematized. Also, a similar collection of laws relating to a general subject, and not peculiar to any one people.

In modern American and English jurisprudence, a system or body of laws, written or unwritten, or so much thereof as may be applicable to a particular case or question, considered as being local or peculiar to a given state, country, or jurisdiction, or as being different from the laws or rules relating to the same subject-matter which prevail in some other place.

In old English law, a body or collection of laws, and particularly the Roman or civil law. Also a form or mode of trial or process of law, as the ordeal or battle, or the oath of a party with compurgators, as in the phrases *legem facere*, *legem vadiare*, etc. Also used in the sense of legal rights or civil rights or the protection of the law, as in the phrase *legem amittere*.

In Roman law, a law; the law.

This term was often used as the synonym of *jus*, in the sense of a rule of civil conduct authoritatively prescribed for the government of the actions of the members of an organized jural society.

*Lex* is used in a purely juridical sense, law, and not also right; while *jus* has an ethical as well as a juridical meaning, not only law, but right. *Lex* is usually concrete, while *jus* is abstract. In English we have no term which combines the legal and ethical meanings, as do *jus* and its French equivalent, *droit*.

In a more limited and particular sense, it was a resolution adopted by the whole Roman "*populus*" (patricians and plebeians) in the *comitia*, on the motion of a magistrate of senatorial rank, as a consul, a praetor, or a dictator. Such a statute frequently took the name of the proposer; as the *lex Falcidia*, *lex Cornelia*, etc.

A rule of law which magistrates and people had agreed upon by means of a solemn declaration of consensus.

In a somewhat wider and more generic sense, a law (whatever its origin) or the aggregate of laws, relating to a particular subject-matter, thus corresponding to the meaning of the word "law" in some modern phrases, such as the "law of evidence," "law of wills," etc.

Other specific meanings of the word in Roman jurisprudence were as follows: Positive law, as opposed to natural. That system of law which descended from the Twelve Tables, and formed the basis of all the Roman law. The terms of a private covenant; the condition of an obligation. A form of words prescribed to be used upon particular occasions.

**Lex actus** /léks áktəs/. In conflicts, the law of the transaction; this governs in choice of law situation.

**Lex Æbutia** /léks əbyúwsh(iy)ə/. A statute which introduced and authorized new and more simple methods of instituting actions at law.

**Lex æquitate gaudet** /léks iykwətéytiy gódt/. Law delights in equity.

**Lex æquitate gaudet; appetit perfectum; est norma recti** /léks iykwətéytiy gódt, əpédət pərféktəm, èst nórmə réktay/. The law delights in equity; it covets perfection; it is a rule of right.

**Lex aliquando sequitur æquitatem** /léks əlɛkwəndəw síykwətər iykwətéytəm/. Law sometimes follows equity.

**Lex amissa** /léks əmísə/. One who is an infamous, perjured, or outlawed person.

**Lex Anastasiana** /léks ənəstəzhiyéynə/. The law admitting as agnati the children of emancipated brothers and sisters. A law which provided that a third person who purchased a claim or debt for less than its true or nominal value should not be permitted to recover from the debtor more than the price paid with lawful interest.

**Lex Angliæ** /léks ɛngliiy/. The law of England. The common law; or, the curtesy of England.

**Lex Angliæ est lex misericordiæ** /léks ɛngliiy èst léks mizərəkórdiyy/. The law of England is a law of mercy.

**Lex Angliæ non patitur absurdum** /léks ɛngliiy nòn pətətər əbsərdəm/. The law of England does not suffer an absurdity.

**Lex Angliæ nunquam matris sed semper patris conditionem imitari partum judicat** /léks ɛngliiy nɔŋkwəm méytrəs sèd sémper pətrəs kəndishiyownəm imətəray pərtəm júwdəkət/. The law of England rules that the offspring shall always follow the condition of the father, never that of the mother.

**Lex Angliæ nunquam sine parlamento mutari potest** /léks ɛngliiy nɔŋkwəm sáyniy pərl(y)əméntəw myuwtəray pówtəst/. The law of England cannot be changed but by parliament.

**Lex apostata** /léks əpəstéytə/. A thing contrary to law.

**Lex apparens** /léks əpəərənz/. In old English and Norman law, apparent or manifest law. A term used to denote the trial by battle or duel, and the trial by ordeal, "*lex*" having the sense of process of law. Called "apparent" because the plaintiff was obliged to make his right *clear* by the testimony of witnesses, before he could obtain an order from the court to summon the defendant.

**Lex Apuleja, or Apuleia** /léks əpyəliyə/. A law giving to one of several joint sureties or guarantors, who had paid more than his proportion of the debt secured, a right of action for reimbursement against his co-sureties as if a partnership existed between them.

**Lex Aquilia** /léks əkwiliyə/. The Aquilian law; a celebrated law passed on the proposition of the tribune C. Aquilius Gallus, A.U.C. 672, superseding the earlier portions of the Twelve Tables, and regulating the compensation to be made for that kind of damage called "injurious," in the cases of killing or wounding the slave or beast of another.

**Lex Atilia** /léks ətiliyə/. The Atilian law. A law of Rome proposed by the tribune L. Atilius Regulus, A.U.C. 443, which conferred upon the magistrate the right of

- appointing guardians. It applied only to the city of Rome.
- Lex Atinia** /léks ətíniyə/. The Atinian law. A law declaring that the property in things stolen should not be acquired by prescription (*usu capione*).
- Lex baiuvariorum, (baioriorum, or boiorum)** /léks be-yəvəriyórəm/ "bey(oriy)órəm/. The law of the Bavarians, a barbarous nation of Europe, first collected (together with the law of the Franks and Alemanni) by Theodoric I, and finally completed and promulgated by Dagobert.
- Lex barbara** /léks bárbərə/. The barbarian law. The laws of those nations that were not subject to the Roman empire were so called.
- Lex beneficialis rei consimili remedium præstat** /léks bənəfis(h)iyéyləs riýay kənsiməlay rəmiýd(i)yəm priýstət/. A beneficial law affords a remedy for a similar case.
- Lex brehonia** /léks brəhówn(i)yə/. The Brehon or Irish law, overthrown by King John.
- Lex bretoise** /léks brətóyz/. The law of the ancient Britons, or Marches of Wales.
- Lex burgundionum** /léks bərgəndiýórəm/. The law of the Burgundians, a barbarous nation of Europe, first compiled and published by Gundebald, one of the last of their kings, about A.D. 500.
- Lex Calpurnia** /léks kəlpərn(i)yə/. A law relating to the form and prosecution of actions for the recovery of specific chattels other than money. The law which extended the scope of the action allowed by the *lex Silia* to all obligations for any certain definite thing.
- Lex Canuleia** /léks kənyúwláya/. The law which conferred upon the plebeians the *connubium*, or the right of intermarriage with Roman citizens.
- Lex celebrationis.** In conflicts, the law of the place where a marriage was celebrated will govern in most cases when the court is determining the validity of the marriage. Restatement of Conflicts, Second, § 283(2).
- Lex Cincia** /léks sínsh(i)yə/. A law which prohibited certain kinds of gifts and all gifts or donations of property beyond a certain measure, except in the case of near kinsmen.
- Lex citius tolerare vult privatum damnum quam publicum malum** /léks sish(i)yəs tölərəriy vält prəvéytəm dəmnəm kwòd pəbləkəm mələm/. The law will more readily tolerate a private loss than a public evil.
- Lex Claudia** /léks klód(i)yə/. A law which abolished the ancient guardianship of adult women by their male agnate relations.
- Lex comitatus** /léks kómətéytəs/. The law of the county, or that administered in the county court before the earl or his deputy.
- Lex commercii.** The law of business transactions or commerce.
- Lex communis** /léks kəmyúwnəs/. The common law. See *Jus commune*.
- Lex contractus** /léks kənrəktəs/. In conflicts, the law of the place where the contract was formed, though the term today has undergone changes from the time that substantive questions of law were decided by the law of the place of the making while procedural questions were decided by the law of the forum.
- Lex contra id quod præsumit, probationem non recipit** /léks kóntrə id kwòd prəz(y)úwmət prəbèyshiyównəm nón résəpət/. The law admits no proof against that which it presumes.
- Lex Cornelia** /léks korníyl(i)yə/. The Cornelian law; a law passed by the dictator L. Cornelius Sylla, providing remedies for certain injuries, as for battery, forcible entry of another's house, etc.
- Lex Cornelia de ædictis** /léks korníyl(i)yə diy ədiktəs/. The law forbidding a prætor to depart during his term of office from the edict he had promulgated at its commencement.
- Lex Cornelia de falso (or falsis)** /léks korníyl(i)yə diy fəlsow/ "fəlsəs/. The Cornelian law respecting forgery or counterfeiting. Passed by the dictator Sylla. The law which provided that the same penalty should attach to the forgery of a testament of a person dying in captivity as to that of a testament made by a person dying in his own country.
- Lex Cornelia de injuriis** /léks korníyl(i)yə diy ənjúriyəs/. The law providing a civil action for the recovery of a penalty in certain cases of bodily injury.
- Lex Cornelia de sicariis et veneficis** /léks korníyl(i)yə diy səkəriyəs èt vənífəsəs/. The Cornelian law respecting assassins and poisoners, passed by the dictator Sylla, and containing provisions against other deeds of violence. It made the killing of the slave of another person punishable by death or exile, and the provisions of this law were extended by the Emperor Antoninus Pius to the case of a master killing his own slave.
- Lex Cornelia de sponsu** /léks korníyl(i)yə diy spóns(y)uw/. A law prohibiting one from binding himself for the same debtor to the same creditor in the same year for more than a specified amount.
- Lex Danorum** /léks dənórəm/. The law of the Danes; Dane-law or Dane-lage.
- Lex deficere non potest in justitia exhibenda** /léks dəfisəriy nòn pówtəst in jəstish(i)yə ègzəbéndə/. The law cannot be defective [or ought not to fail] in dispensing justice.
- Lex de futuro, judex de præterito** /léks diy f(y)ətyúrow, júwdeks diy prətérətow/. The law provides for the future, the judge for the past.
- Lex deraisnia** /léks dəréy(z)n(i)yə/. The proof of a thing which one denies to be done by him, where another affirms it; defeating the assertion of his adversary, and showing it to be against reason or probability. This was used among the old Romans, as well as the Normans.
- Lex de responsis prudentum** /léks diy rəspónsəs prədéntəm/. The law of citations.

**Lex dilationes semper exhorret** /léks dalèyshiyówniyz sémpær egzóhkrat/. The law always abhors delays.

**Lex domicilii** /léks dòmasiliyay/. The law of the domicile. In conflicts, the law of one's domicile applied in choice of law questions.

**Lex est ab æterno** /léks èst æb átárnaw/. Law is from everlasting. A strong expression to denote the remote antiquity of the law.

**Lex est dictamen rationis** /léks èst díktamæn rèyshiyównàs/. Law is the dictate of reason. The common law will judge according to the law of nature and the public good.

**Lex est norma recti** /léks èst nórmæ réktay/. Law is a rule of right.

**Lex est ratio summa, quæ jubet quæ sunt utilia et necessaria, et contraria prohibet** /léks èst réysh(iy)ow sámæ kwiy júwbæt kwiy sânt yuwtil(i)yæ èt kåntréiyæ prów(h)æbat/. Law is the perfection of reason, which commands what is useful and necessary, and forbids the contrary.

**Lex est sanctio sancta, jubens honesta, et prohibens contraria** /léks èst sãnj(k)sh(iy)ow sãnj(k)tã, júwbænz ənéstæ èt prów(h)æbènz kåntréiyæ/. Law is a sacred sanction, commanding what is right, and prohibiting the contrary.

**Lex est tutissima cassis; sub clypeo legis nemo decipitur** /léks èst t(y)uwtsímæ kãssas; sãb klípiyow líyjs níymow dásípætær/. Law is the safest helmet; under the shield of the law no one is deceived.

**Lex et consuetudo parliamenti** /léks èt kònswæt(y)úwdow párl(y)áméntay/. The law and custom (or usage) of parliament. The houses of parliament constitute a court not only of legislation, but also of justice, and have their own rules, by which the court itself and the suitors therein are governed.

**Lex et consuetudo regni** /léks èt kònswæt(y)úwdow rég-nay/. The law and custom of the realm. One of the names of the common law. It was bad pleading to apply the term to law made by a statute.

**Lex fabia de plagiariis** /léks féybiyæ diy plãjjiériyæs/. The law providing for the infliction of capital punishment in certain cases.

**Lex falcidia** /léks fòlsidiyæ/. See Falcidian law.

**Lex favet doti** /léks féyvæt dówtay/. The law favors dower.

**Lex fingit ubi subsistit æquitas** /léks fínjæt yúwbay sòbsístæt íkwætæs/. The law makes use of a fiction where equity subsists.

**Lex fori** /léks fóray/. The law of the forum, or court; that is, the positive law of the state, country, or jurisdiction of whose judicial system the court where the suit is brought or remedy sought is an integral part. Substantive rights are determined by the law of the place where the action arose, "lex loci," while the procedural rights are governed by the law of the place of the form, "lex

fori." Mitchell v. Mitchell, La.App. 5 Cir., 483 So.2d 1152, 1154. See Lex loci contractus.

**Lex Francorum** /léks frãnkóram/. The law of the Franks, promulgated by Theodoric I, son of Clovis I, at the same time with the law of the Alemanni and Bavarians. This was a different collection from the Salic law.

**Lex Frisionum** /léks friz(h)i(y)ównãm/. The law of the Frisians, promulgated about the middle of the eighth century.

**Lex Furia Caninia** /léks fyúriyæ kániniyæ/. The Furian Caninian law. A law passed in the consulship of P. Furius Camillus and C. Caninius Gallus, A.U.C. 752, prohibiting masters from manumitting by will more than a certain number or proportion of their slaves. This law was abrogated by Justinian.

**Lex Furia testamentaria** /léks fyúriyæ tèsstãmèntériyæ/. A law enacting that a testator might not bequeath as a legacy more than one thousand asses.

**Lex Gabinia** /léks gábiniyæ/. A law introducing the ballot in elections.

**Lex Genucia** /léks jæn(y)úws(h)i(y)æ/. A law which entirely forbade the charging or taking of interest for the use of money among Roman citizens, but which was usually and easily evaded, as it did not declare an agreement for interest to be a nullity.

**Lex Gothica** /léks góthækæ/. The Gothic law, or law of the Goths. First promulgated in writing A.D. 466.

**Lex Horatia Valeria** /léks hãréysh(i)yæ vãliriyæ/. A law which assured to the tribal assembly its privilege of independent existence. See Lex Horatii.

**Lex Horatii** /léks hãréyshiyay/. An important constitutional statute, taking its name from the consul who secured its enactment, to the effect that all decrees passed in the meetings of the plebeians should be laws for the whole people; formerly they were binding only on the plebeians.

**Lex Hortensia** /léks hòrténs(h)i(y)æ/hórtènz(h)i(y)æ/. The law giving the plebeians a full share in the *jus publicum* and the *jus sacrum*.

**Lex hostilia de furtis** /léks hostíl(i)yæ diy fártæs/. A Roman law, which provided that a prosecution for theft might be carried on without the owner's intervention.

**Lex imperatoria** /léks impærátóriyæ/. The Imperial or Roman law.

**Lex intendit vicinum vicini facta scire** /léks ènténdæt vãsáynãm vãsáynay fáktæ sáyriy/. The law intends [or presumes] that one neighbor knows what another neighbor does.

**Lexis**. A computer-assisted legal research service provided by Mead Data Central. LEXIS provides on-line access to a database of legal information including federal and state caselaw, statutes, and administrative, regulatory, and secondary materials.

**Lex judicat de rebus necessario faciendis quasi re ipsa factis** /léks júwdækæt diy ríybæs nèssésériyow

fæs(h)iyéndas kwéysay ríy ípsə fáktəs/. The law judges of things which must necessarily be done as if actually done.

**Lex judicialis** /léks jədis(h)iyéyləs/. An ordeal.

**Lex Julia** /léks júwl(i)yə/. Several statutes bore this name, being distinguished by the addition of words descriptive of their subject matter.

The "*lex Julia de adulteriis*" related to marriage, dower, and kindred subjects. The *lex Julia de ambitu* was a law to repress illegal methods of seeking office. The *lex Julia de annona* was designed to repress combinations for heightening the price of provisions. The "*lex Julia de cessione bonorum*" related to bankruptcies. The *lex Julia de majestate* inflicted the punishment of death on all who attempted anything against the emperor or state. The *lex Julia de maritandis ordinibus* forbade senators and their children to intermarry with freedmen or infames, and freedmen to intermarry infames. The *lex Julia de residuis* was a law punishing those who gave an incomplete account of public money committed to their charge. The *lex Julia de peculatu* punished those who had stolen public money or property or anything sacred or religious. Magistrates and those who had aided them in stealing public money during their administration were punished capitally; other persons were deported. As to *lex Julia et Papia Poppæa*, see *Lex Papia Poppæa*.

**Lex Julia majestatis** /léks júwl(i)yə məjəstéytəs/. The Julian law of majesty. A law promulgated by Julius Cæsar, and again published with additions by Augustus, comprehending all the laws before enacted to punish transgressors against the state.

**Lex Junia Norbana** /léks júwn(i)yə norbéynə/. The law conferring legal freedom on all such freedmen as were *tuitione prætoris*. See *Latini juniani*.

*Lex Junia velleja* conferred the same right on posthumous children born in the lifetime of the testator, but after the execution of the will, as were enjoyed by those born after the death of the testator.

**Lex Junia Velleja** /léks júwn(i)yə vəliyə/. A law providing that descendants who became *sui heredes* of the testator otherwise than by birth, as by the death of their father, must be disinherited or instituted heirs in the same way as posthumous children.

**Lex Kantia** /léks kənsхийy/. The body of customs prevailing in Kent during the time of Edward I. A written statement of these customs was sanctioned by the king's justices *in eyre*. They were mainly concerned with the maintenance of a form of land tenure known as gavelkind (*q.v.*).

**Lex loci** /léks lówsay/. The law of the place. This may be of several descriptions but, in general, *lex loci* is only used for *lex loci contractus* (*q.v.*).

The "lex loci" furnishes the standard of conduct, *Russ v. Atlantic Coast Line R. Co.*, 220 N.C. 715, 18 S.E.2d 130, 131; it governs as to all matters going to the basis of the right of action itself, *State of Maryland, for Use of Joynes, v. Coard*, 175 Va. 571, 9 S.E.2d 454, 458. The

substantive rights of parties to action are governed by "lex loci" or law of place where rights were acquired or liabilities incurred. *Gray v. Blight*, C.C.A.Colo., 112 F.2d 696, 699. Compare *Lex fori*.

**Lex loci actus** /léks lówsay áktəs/. The law of the place where the act was done.

**Lex loci celebrationis** /léks lówsay sèləbréyshiyównəs/. The law of the place where a contract is made.

**Lex loci contractus** /léks lówsay kənráktəs/. Used sometimes to denote the law of the place where the contract was made, and at other times to denote the law by which the contract is to be governed (*i.e.* place of its performance), which may or may not be the same as that of the place where it was made. The earlier cases do not regard this distinction. *Pritchard v. Norton*, 106 U.S. 124, 1 S.Ct. 102, 27 L.Ed. 104; *Hayward v. LeBaron*, 4 Fla. 404; *Scudder v. Bank*, 91 U.S. 406, 23 L.Ed. 245.

**Lex loci delicti** /léks lówsay dəlíktəs/. The law of the place where the crime or wrong took place. The "lex loci delicti", or "place of the wrong", is the state where the last event necessary to make an actor liable for an alleged tort takes place. *Sestito v. Knop*, C.A.Wis., 297 F.2d 33, 34. More fully expressed by the words *lex loci delicti commissi* (law of the place where a tort is committed), usually written more briefly as *lex loci delicti*, or, sometimes, simply *lex delicti*.

**Lex loci domicilii** /léks lówsay dóməsiliyay/. The law of the place of domicile.

**Lex loci rei sitæ** /léks lówsay riyyay sáytiy/. The law of the place where a thing or subject-matter is situated. The title to realty or question of real estate law can be affected only by the law of the place where the realty is situated. *Colden v. Alexander*, 141 Tex. 134, 171 S.W.2d 328, 335; *United States v. Bechtold Co.*, C.C.A.Mo., 129 F.2d 473, 477.

**Lex loci solutionis** /léks lówsay səl(y)úwshiyównəs/. The law of the place of solution; the law of the place where payment or performance of a contract is to be made.

**Lex longobardorum** /léks lænbərdórəm/. The law of the Lombards. The name of an ancient code of laws among that people, framed, probably, between the fifth and eighth centuries. It continued in force after the incorporation of Lombardy into the empire of Charlemagne, and traces of its laws and institutions are said to be still discoverable in some parts of Italy.

**Lex manifesta** /léks mənəféstə/. Manifest or open law; the trial by duel or ordeal.

**Lex mercatoria** /léks mərkətóriyə/. The law-merchant; commercial law. That system of laws which is adopted by all commercial nations, and constitutes a part of the law of the land. It is part of the common law.

**Lex naturale** /léks nətyərəyliy/. Natural law. See *Jus naturale*.

**Lex necessitatis est lex temporis; i.e., instantis** /léks nəsəsétéytəs èst léks témpərəs, id èst ənstántəs/. The

law of necessity is the law of the time; that is, of the instant, or present moment.

**Lex neminem cogit ad vana seu inutilia peragenda** /léks némənəm kówjət æd véynə s(y)úw in(y)uwtiliyə pə̀rə̀jə̀ndə̀/léks níym°. The law compels no one to do or useless things.

**Lex neminem cogit ostendere quod nescire præsumentur** /léks némənəm kówjət ə̀stə̀ndə̀riy kwòd nəsáryiy prə̀z(y)úmə̀tə̀r/. The law compels no one to show that which he is presumed not to know.

**Lex nemini facit injuriam** /léks némənay féysət ə̀njúriyəm/. The law does injury to no one.

**Lex nemini operatur iniquum** /léks némənay ɔ̀pə̀réytə̀r ə̀náykwəm/. The law works injustice to no one.

**Lex nemini operatur iniquum, nemini facit injuriam** /léks némənay ɔ̀pə̀réytə̀r ə̀náykwəm, némənay féysət ə̀njúriyəm/. The law never works an injury, or does a wrong.

**Lex nil facit frustra** /léks níl féysət frástrə̀/. The law does nothing in vain.

**Lex nil facit frustra, nil jubet frustra** /léks níl féysət frástrə̀, níl júwbət frástrə̀/. The law does nothing and commands nothing in vain.

**Lex nil frustra jubet** /léks níl frástrə̀ júwbət/. The law commands nothing vainly.

**Lex non a rege est violanda** /léks nón èy ríyjiy èst vayələ̀nda/. The law is not to be violated by the king.

**Lex non cogit ad impossibilia** /léks nón kówjət æd ə̀mpòsə̀bil(i)yə̀/. The law does not compel the doing of impossibilities.

**Lex non curat de minimis** /léks nón kyúrat diy mínəməs/. The law cares not about trifles. The law does not regard small matters.

**Lex non deficit in justitia exhibenda** /léks nón défəsəd in jə̀stish(i)yə̀ ègzə̀bə̀ndə̀/. The law does not fail in showing justice.

**Lex non exacte definit, sed arbitrio boni viri permittit** /léks nón ə̀gzəkə̀tiy də̀fáynət, səd ə̀rbítriyyow bównay víray pə̀rmítət/. The law does not define exactly, but trusts in the judgment of a good man.

**Lex non favet delicatarum votis** /léks nón féyvət də̀ləkətə̀rəm vówtəs/. The law favors not the wishes of the dainty.

**Lex non intendit aliquid impossibile** /léks nón ə̀ntə̀ndət ə̀ləkwəd imposibə̀liyyə̀/. The law does not intend anything impossible. For otherwise the law should not be of any effect.

**Lex non patitur fractiones et divisiones statuum** /léks nón péytətə̀r frəkshíówniyz èt də̀viz(h)iyówniyz stə̀tyuwəm/. The law does not suffer fractions and divisions of estates.

**Lex non præcipit inutilia, quia inutilis labor stultus** /léks nón prəsə̀pət inyuwtíl(i)yə̀, kwáyə̀ inyúwtələ̀s

léybər stáltəs/. The law commands not useless things, because useless labor is foolish.

**Lex non requirit verificari quod apparet curiæ** /léks nón rəkwírət véhrə̀fəkə̀ray kwòd ə̀pə̀rət kyúriyy/. The law does not require that to be verified [or proved] which is apparent to the court.

**Lex non scripta** /léks nón skríptə̀/. The unwritten or common law, which includes general and particular customs, and particular local laws.

**Lex ordinandi** /léks ɔ̀rdənə̀nday/. The same as *lex fori* (q.v.).

**Lex Papia Poppæa** /léks péypiyyə̀ popíyyə̀/. The Papian Poppæan law. A law proposed by the consuls Papius and Poppæus at the desire of Augustus A.U.C. 762, enlarging the *Lex Prætoria* (q.v.). The law which exempted from tutelage women who had three children. It is usually considered with the *Lex Julia de maritandis ordinibus* as one law.

**Lex patriæ** /léks pə̀triyy/. National law.

**Lex Petronia** /léks pə̀trówniyə̀/. The law forbidding masters to expose their slaves to contests with wild beasts.

**Lex Plætoria** /léks plətóriyyə̀/. A law designed for the protection of minors against frauds and allowing them in certain cases to apply for the appointment of a guardian.

**Lex plus laudatur quando ratione probatur** /léks pləs lödəytər kwóndow réyshiyówniy prə̀béytə̀r/. The law is the more praised when it is approved by reason.

**Lex Poetelia** /léks pòwətíyliyyə̀/. The law abolishing the right of a creditor to sell or kill his debtor.

**Lex Pompeia de parricidiis** /léks pòmpiyyə̀ diy pə̀rəsáy diyəs/. The law which inflicted a punishment on one who had caused the death of a parent or child. The offender was by this law to be sewn up in a sack with a dog, a cock, a viper, and an ape, and thrown into the sea or a river, so that even in his lifetime he might begin to be deprived of the use of the elements; that the air might be denied him whilst he lived and the earth when he died.

**Lex posterior derogat priori** /léks pə̀stíriyyə̀ dérə̀wgət priyóray/. A later statute takes away the effect of a prior one. But the later statute must either expressly repeal, or be manifestly repugnant to, the earlier one.

**Lex prætoria** /léks prətóriyyə̀/. The prætorian law. A law by which every freedman who made a will was commanded to leave a moiety to his patron. The term has been applied to the rules that govern in a court of equity.

**Lex prospicit, non respicit** /léks pró(w)spəsət, nón rəspsət/. The law looks forward, not backward.

**Lex Publilia** /léks pyuwblíliyyə̀/. The law providing that the *plebiscita* should bind the whole people. The *lex Publilia de sponsu* allowed sponsores, unless reimbursed within six months, to recover from their principal by a special *actio* what they had paid.

**Lex punit mendacium** /léks pyúwnət mändéys(h)-(i)yəm/. The law punishes falsehood.

**Lex regia** /léks riyjiyə/. The royal or imperial law. A law enacted (or supposed or claimed to have been enacted) by the Roman people, constituting the emperor a source of law, conferring the legislative power upon him, and according the force and obligation of law to the expression of his mere will or pleasure.

**Lex rei sitæ** /léks riyay sáytiy/. The law of the place of situation of the thing. It is said to be an inexact mode of expression; *lex situs*, or *lex loci rei sitæ* are better.

**Lex rejicit superflua, pugnancia, incongrua** /léks riyjəsət səpərfliwə, pəgnænsh(iy)ə, iŋkóngruwə/. The law rejects superfluous, contradictory, and incongruous things.

**Lex reprobat moram** /léks rəprówbət móram/. The law dislikes delay.

**Lex respicit æquitatem** /léks réspəsəd iykwətéytəm/. The law pays regard to equity.

**Lex Rhodia** /léks rówd(i)yə/. See Rhodian laws.

**Lex romana** /léks rəméynə/. See Civil law; Roman law.

**Lex sacramentalis** /léks səkrəməntéyls/. Purgation by oath.

**Lex Scribonia** /léks skrəbówniyə/. The law abolishing the *usucapio servitutis*.

**Lex scripta** /léks skríptə/. Written law; law deriving its force, not from usage, but from express legislative enactment; statute law.

**Lex scripta si cesserit, id custodiri oportet quod moribus et consuetudine inductum est; et, si qua in re hoc defecerit, tunc id quod proximum et consequens ei est; et, si id non appareat, tunc jus quo urbs romana utitur servari oportet.** /léks skríptə sáy sésət, id kəstədáyray əpórtət kwód mórabəs èt kónswətyúwdəniy indáktəm est; èt sáy kwéy in riy hòk dэфəsirət, tənk id kwód próksəməm èt kónsəkwənz iyay èst; èt, sáy id nòn əpəriyət, tənk jəs kwow ərbz rowméynə yúwtətər sərvéray əpórtət/. If the written law be silent, that which is drawn from manners and custom ought to be observed; and, if that is in any manner defective, then that which is next and analogous to it; and, if that does not appear, then the law which Rome uses should be followed.

**Lex semper dabit remedium** /léks sémpər déybət rəmiyd(i)yəm/. The law will always give a remedy.

**Lex semper intendit quod convenit rationi** /léks sémpər ənténdət kwód kənvíynət rəshiyównay/. The law always intends what is agreeable to reason.

**Lex Sempronia** /léks semprówniyə/. The law preventing senators from being judges and allowing the office to the knights.

**Lex Silia** /léks siliyə/. A law concerning personal actions.

**Lex situs** /léks sáytas/. Modern law Latin for "the law of the place where property is situated." The general

rule is that lands and other immovables are governed by the *lex situs*; i.e., by the law of the country in which they are situated.

**Lex solutionis.** /léks səl(y)úwshiyównəs/. The law of the place in which a contract is to be performed or payment is to be made.

**Lex spectat naturæ ordinem** /léks spéktət nətyúriy órdənəm/. The law regards the order of nature.

**Lex succurrit ignoranti** /léks səkəhrət ignərəntay/. The law assists the ignorant.

**Lex succurrit minoribus** /léks səkəhrət mənórəbəs/. The law aids minors.

**Lex talionis** /léks təliównəs/. The law of retaliation; which requires the infliction upon a wrongdoer of the same injury which he has caused to another. Expressed in the Mosaic law by the formula, "an eye for an eye; a tooth for a tooth," etc. In modern international law, the term describes the rule by which one state may inflict upon the citizens of another state death, imprisonment, or other hardship, in retaliation for similar injuries imposed upon its own citizens.

**Lex terræ** /léks téhriy/. The law of the land. The common law, or the due course of the common law; the general law of the land. Equivalent to "due process of law". In the strictest sense, trial by oath; the privilege of making oath.

**Lex uno ore omnes alloquitur** /léks yúwnow óriy ómniyz əlówkwətər/. The law addresses all with one [the same] mouth or voice.

**Lex validitatis** /léks vəlidətéytəs/. In conflicts, refers to presumptions of validity in marriages, contracts, etc.

**Lex vigilantibus, non dormientibus, subvenit** /léks vijələntəbəs nòn dormiyəntəbəs səbvənat/. Law assists the wakeful, not the sleeping.

**Lex Voconia** /léks vəkówniyə/. A *plebiscitum* forbidding a legatee to receive more than each heir had.

**Lex Wallensica** /léks wələnzəkə/. The Welsh law; the law of Wales.

**Lex Wisigothorum** /léks vizəgəθórəm/. The law of the Visigoths, or Western Goths who settled in Spain; first reduced to writing A.D. 466. A revision of these laws was made by Egigas.

**Ley** /léy/. L. Fr. (A corruption of *loi*.) Law; the law. For example, *Termes de la Ley*, Terms of the Law. In another, and an old technical, sense, ley signifies an oath, or the oath with compurgators; as, *il tend sa ley aiu pleyntiffe*. See also *Lex*.

In Spanish law, a law; the law; law in the abstract.

**Ley civile** /léy səviyl/. In old English law, the civil or Roman law. Otherwise termed "*ley escripte*," the written law. See also Civil law.

**Ley gager** /léy géyjər/. Law wager; wager of law; the giving of gage or security by a defendant that he would make or perfect his law at a certain day.



An offer to make an oath denying the cause of action of the plaintiff, confirmed by compurgators, which oath was allowed in certain cases. When it was accomplished, it was called the "doing of the law," "*fesans de ley*."

**Leze majesty, or lese majesty** /liyɪz məˈdʒɛstɪ/. An offense against sovereign power; treason; rebellion.

**L.H.W.C.A.** Longshore and Harbor Workers' Compensation Act.

**Liability.** The word is a broad legal term. *Mayfield v. First Nat. Bank of Chattanooga, Tenn., C.C.A.Tenn., 137 F.2d 1013, 1019.* It has been referred to as of the most comprehensive significance, including almost every character of hazard or responsibility, absolute, contingent, or likely. It has been defined to mean: all character of debts and obligations, *Public Market Co. of Portland v. City of Portland, 171 Or. 522, 130 P.2d 624, 643, 646;* amenability or responsibility, *Eberhard v. Aetna Ins. Co., 134 Misc. 386, 235 N.Y.S. 445, 447;* an obligation one is bound in law or justice to perform, *State ex rel. Diederichs v. Board of Trustees of Missoula County High School, 91 Mont. 300, 7 P.2d 543, 545;* an obligation which may or may not ripen into a debt; any kind of debt or liability, either absolute or contingent, express or implied, *Public Market Co. of Portland v. City of Portland, 171 Or. 522, 130 P.2d 624, 643, 646;* condition of being actually or potentially subject to an obligation; condition of being responsible for a possible or actual loss, penalty, evil, expense, or burden; condition which creates a duty to perform an act immediately or in the future, *Union Oil Co. of California v. Basalt Rock Co., 30 Cal.App.2d 317, 86 P.2d 139, 141;* duty to pay money or perform some other service, *Dehne v. Hillman Inv. Co., C.C.A.Pa., 110 F.2d 456, 458;* duty which must at least eventually be performed, *Vandegrift v. Riley, Cal.Sup., 16 P.2d 734, 736;* estate tax, *Lyeth v. Hoey, C.C.A.N.Y., 112 F.2d 4, 6;* every kind of legal obligation, responsibility, or duty, *Mayfield v. First Nat. Bank of Chattanooga, Tenn., C.C.A.Tenn., 137 F.2d 1013, 1019;* fixed liability, *Ivester v. State ex rel. Gillum, 183 Okl. 519, 83 P.2d 193, 196;* legal responsibility, *Clark v. Lowden, D.C.Minn., 43 F.Supp. 261, 263;* penalty for failure to pay tax when due, *State v. Fischl, 94 Mont. 92, 20 P.2d 1057, 1059;* present, current, future, fixed or contingent debts, *Erickson v. Grande Ronde Lumber Co., 162 Or. 556, 92 P.2d 170, 174;* punishment, *Holliman v. Cole, 168 Okl. 473, 34 P.2d 597, 599;* responsibility for torts, *Italiani v. Metro-Goldwyn-Mayer Corporation, 45 Cal.App.2d 464, 114 P.2d 370, 372;* tax, *Thompson v. Smith, 189 Okl. 217, 114 P.2d 922, 924;* that which one is under obligation to pay, or for which one is liable, *Reconstruction Finance Corporation v. Gossett, Tex., 111 S.W.2d 1066;* the state of being bound or obliged in law or justice to do, pay, or make good something; the state of one who is bound in law and justice to do something which may be enforced by action, *Fidelity Coal Co. v. Diamond, 310 Ill.App. 387, 34 N.E.2d 123;* *Clark v. Lowden, D.C.Minn., 48 F.Supp. 261, 263;* unliquidated claim.

All the claims against a corporation. Liabilities include accounts and wages and salaries payable, dividends declared payable, accrued taxes payable, fixed or long-term liabilities such as mortgage bonds, debentures and bank loans.

*See also* Current liabilities; Derivative liability; Employer's liability acts; Enterprise liability; Legal liability; Liable; Limitation of liability acts; Malpractice; No fault; Parental liability; Personal liability; Product liability; Several liability; Strict liability; Vicarious liability.

*Absolute liability.* *See* Strict liability.

*Accrued liability.* Obligation which has been incurred but not yet paid; *e.g.* taxes, rent.

*Children.* *See* Parental liability.

*Contingent liability.* A liability not yet fixed but dependent on events to occur in the future (*e.g.* a pending law suit).

*Fixed liability.* One fixed as to time, amount, etc.; *e.g.* mortgage.

*Joint and several liability.* Responsible together and individually. The person who has been harmed can sue and recover from both wrongdoers or from either one of the wrongdoers (if he goes after both of them, he does not, however, receive double compensation). *See also* Joint and several liability; Joint tort-feasors.

*Joint liability.* Liability for which more than one person is responsible. *See also* Contribution; Joint liability; Joint tort-feasors.

*Liability bond.* *See* Bond.

*Primary liability.* A liability for which a person is directly responsible as contrasted with one which is contingent or secondary.

*Secondary liability.* A liability in the nature of a contingent claim such as the liability of a guarantor as contrasted with that of a strict surety or comaker. A guarantor's liability does not arise until the principal debtor has failed to pay the creditor.

**Liability created by statute.** One depending for its existence on the enactment of a statute, and not on the contract of the parties. One which would not exist but for the statute. *Cannon v. Miller, 22 Wash.2d 227, 155 P.2d 500, 507, 508.*

**Liability for damages.** Liability for an amount to be ascertained by trial of the facts in particular cases.

**Liability imposed by law.** Liability imposed in a definite sum by a final judgment against assured. *Girard v. Commercial Standard Ins. Co., 66 Cal.App.2d 483, 152 P.2d 509, 513.* Total liability imposed by law upon a person. *Schwartz v. Merola Bros. Const. Corporation, 290 N.Y. 145, 48 N.E.2d 299, 303.*

**Liability in solido.** Liability in solido, whether emanating from tort or contract, means that either of the debtors may be required to discharge obligation in full at creditor's election. *Cunningham v. Hardware Mut. Cas. Co., La.App., 228 So.2d 700, 705.*

**Liability insurance.** Contract by which one party promises on consideration to compensate or reimburse other if he shall suffer loss from specified cause or to guaranty or indemnify or secure him against loss from that cause. *Fidelity General Ins. Co. v. Nelsen Steel & Wire Co.*, 132 Ill.App.2d 635, 270 N.E.2d 616, 620. That type of insurance protection which indemnifies one from liability to third persons as contrasted with insurance coverage for losses sustained by the insured. *See also* Insurance.

**Liability limits.** The sum beyond which a liability insurance company does not protect the insured on a particular policy. Most policies covering liability for bodily injury have two limits, a limit of liability to any one person, and, subject to the personal limit, another and usually higher limit for any single accident, where more than one person is involved.

**Liable.** Bound or obliged in law or equity; responsible; chargeable; answerable; compellable to make satisfaction, compensation, or restitution. *Homan v. Employers Reinsurance Corporation*, 345 Mo. 650, 136 S.W.2d 289, 298. Obligated; accountable for or chargeable with. Condition of being bound to respond because a wrong has occurred. Condition out of which a legal liability might arise. *Pacific Fire Ins. Co. v. Murdoch Cotton Co.*, 193 Ark. 327, 99 S.W.2d 233, 235. Justly or legally responsible or answerable.

Exposed or subject to a given contingency, risk, or casualty, which is more or less probable. Exposed, as to damage, penalty, expense, burden, or anything unpleasant or dangerous. *See also* Liability.

Future possible or probable happening which may not actually occur, and relates to an occurrence within the range of possibility. *Pacific Fire Ins. Co. v. Murdoch Cotton Co.*, 193 Ark. 327, 99 S.W.2d 233, 235. In all probability. *Neely v. Chicago Great Western R. Co.*, Mo.App., 14 S.W.2d 972, 978. *See also* Contingency; Contingent.

**Liable to action.** Liable to judgment in given action. *Haas v. New York Post Graduate Medical School and Hospital*, 131 Misc. 395, 226 N.Y.S. 617, 620.

**Liable to penalty.** Subject to penalty. *The Motorboat*, D.C.N.J., 53 F.2d 239, 241.

**Libel** /láybəl/. A method of defamation expressed by print, writing, pictures, or signs. In its most general sense, any publication that is injurious to the reputation of another. A false and unprivileged publication in writing of defamatory material. *Bright v. Los Angeles Unified School Dist.*, 51 Cal.App.3d 852, 124 Cal.Rptr. 598, 604. A maliciously written or printed publication which tends to blacken a person's reputation or to expose him to public hatred, contempt, or ridicule, or to injure him in his business or profession. *Corabi v. Curtis Pub. Co.*, 441 Pa. 432, 273 A.2d 899, 904.

Accusation in writing or printing against the character of a person which affects his reputation, in that it tends to hold him up to ridicule, contempt, shame, disgrace, or obloquy, to degrade him in the estimation of the community, to induce an evil opinion of him in the

minds of rightthinking persons, to make him an object of reproach, to diminish his respectability or abridge his comforts, to change his position in society for the worse, to dishonor or discredit him in the estimation of the public, or his friends and acquaintances, or to deprive him of friendly intercourse in society, or cause him to be shunned or avoided, or where it is charged that one has violated his public duty as a public officer. Almost any language which upon its face has a natural tendency to injure a man's reputation, either generally or with respect to his occupation. *Washer v. Bank of America Nat. Trust & Savings Ass'n*, 21 Cal.2d 822, 136 P.2d 297, 300.

States are free to fashion their own law of defamation of a private person so long as they do not impose liability without fault. *Gertz v. Robert Welch, Inc.*, 418 U.S. 323, 347, 94 S.Ct. 2997, 3010, 41 L.Ed.2d 789.

There can be no presumption of malice or bad faith consistent with freedom of the press under First Amend., U.S.Const. if plaintiff is a public figure. Malice must be proved on a showing that defendant published material either knowing it to be false or recklessly without regard as to whether it is true or false. *N. Y. Times v. Sullivan*, 376 U.S. 254, 84 S.Ct. 710, 11 L.Ed.2d 686.

*See also* Actionable per quod; Actionable per se; Criminal (*Criminal libel*); Defamation; False implication libel; False light privacy; Innocent construction rule; Innuendo; Libelous per quod; Libelous per se; Malice; Obscene libel; Privilege; Publication; Seditious libel; Single publication rule; Trade libel. *Compare* Slander.

**Constitutional privilege.** Prior to *New York Times v. Sullivan*, 376 U.S. 254, 84 S.Ct. 710, 11 L.Ed.2d 686 (1964), media comment on the conduct of public officials or public figures was free from liability for libel only in certain limited circumstances, usually difficult to prove at trial. If a statement of fact was involved, it had to be substantially true; if a comment or opinion was involved, it had to be based on true facts which fully and fairly justified the comment or opinion. The United States Supreme Court, however, in a series of decisions beginning with *New York Times Co. v. Sullivan*, imposed constitutional limitations on State libel laws, based upon the First Amendment guarantees of freedom of speech and press. In *New York Times*, the Supreme Court eroded the prior common law libel standard of strict liability, holding that misstatements of fact or unjustified comments or opinions published by the media about the conduct of public officials were constitutionally privileged, unless the false or unjustified material was published with "actual malice," *i.e.*, with actual knowledge of falsity or with reckless disregard of probable falsity. By requiring a public official plaintiff to prove actual malice on the part of defendant, the burden of proving that the material was false was shifted to plaintiff, contrary to the common law rule which presumed falsity.

**Group libel.** The holding up of a group to ridicule, scorn or contempt to a respectable and considerable part of

the community. The plaintiff must prove that he is a member of the group.

**Pleadings.** Formerly, the initiatory pleading in an admiralty action, corresponding to the declaration, bill or complaint. Since 1966 the Federal Rules of Civil Procedure and Supp. Admiralty Rules have governed admiralty actions and as such, admiralty actions are now commenced by complaint.

**Libelant** /láybələnt/. Formerly, the complainant or party who files a libel in an ecclesiastical or admiralty case, corresponding to the plaintiff in actions at law. *See* Libel (*Pleadings*).

**Libelee** /láybəliý/. Formerly, a party against whom a libel has been filed in an ecclesiastical court or in admiralty, corresponding to the defendant in actions at law. *See* Libel (*Pleadings*).

**Libellus** /ləbélas/. Lat. In the civil law, a little book.

**Feudal law.** An instrument of alienation or conveyance, as of a fief, or a part of it.

**Libellus supplex.** A petition, especially to the emperor, all petitions to whom must be in writing. *Libellum rescribere*, to mark on such petition the answer to it. *Libellum agere*, to assist or counsel the emperor in regard to such petitions. Libellus accusatorius, an information and accusation of a crime. *Libellus divortii*, a writing of divorcement. *Libellus rerum*, an inventory. *Libellus* or *oratio consultoria*, a message by which emperors laid matters before the senate. *Libellus appellatorius*, an appeal.

**Libellus conventionis** /ləbélas kənvənsiýównəs/. In the civil law, the statement of a plaintiff's claim in a petition presented to the magistrate, who directed an officer to deliver it to the defendant.

**Libellus famosus** /ləbélas fəmówsəs/. In the civil law, a defamatory publication; a publication injuriously affecting character; a libel.

**Libel of review.** New proceeding instituted to attack final decree after expiration of term and right to appeal. The Astorian, C.C.A.Cal., 57 F.2d 85, 87.

**Libelous** /láybləs/. Defamatory; of the nature of a libel; constituting or involving libel. *See also* Libel.

**Libelous per quod** /láybləs pər kwód/. Expressions "libelous per quod" are such as require that their injurious character or effect be established by allegation and proof. They are those expressions which are not actionable upon their face, but which become so by reason of the peculiar situation or occasion upon which the words are written. Publications which are susceptible of two reasonable interpretations, one of which is defamatory and the other is not, or publications which are not obviously defamatory, but which become so when considered in connection with innuendo, colloquium, and explanatory circumstances. *Compare* Actionable per quod.

**Libelous per se** /láybləs pər síy/. A publication is libelous *per se* when the words are of such a character

that an action may be brought upon them without the necessity of showing any special damage, the imputation being such that the law will presume that any one so slandered must have suffered damage. *Robinson v. Nationwide Ins. Co.*, 273 N.C. 391, 159 S.E.2d 896, 898. To render words "libelous per se," the words must be of such character that a presumption of law will arise therefrom that the plaintiff has been degraded in the estimation of his friends or of the public or has suffered some other loss either in his property, character, reputation, or business or in his domestic or social relations. When a publication is "libelous per se", that is, defamatory on its face, it is actionable per se; *i.e.* one need not prove that he received any injury as a result of the publication in order to recover damages, and in such a case general damages for loss of personal or business reputation are recoverable and no averments or proof of special damages are necessary. *Rosenbloom v. Metromedia, Inc.*, D.C.Pa., 289 F.Supp. 737, 743. *Compare* Actionable per se.

**Liber, adj.** /láybər/. Lat. Free; open and accessible, as applied to courts, places, etc.; of the state or condition of a freeman, as applied to persons. Exempt from the service or jurisdiction of another.

**Liber, n.** /láybər/. Lat. A book, of whatever material composed; a main division or unit of a literary or professional work.

**Libera** /lib(ə)rə/. Lat. (Feminine of *liber, adj.*) Free; at liberty; exempt; not subject to toll or charge.

**Libera batella** /lib(ə)rə bətélə/. In old records, a free boat; the right of having a boat to fish in a certain water; a species of free fishery.

**Libera chasea habenda** /lib(ə)rə chéys(h)(i)yə həbéndə/. In old English law, a judicial writ granted to a person for a free chase belonging to his manor after proof made by inquiry of a jury that the same of right belongs to him.

**Libera eleemosyna** /lib(ə)rə ɪləmósnən/. In old English law, free alms, frankalmoine.

**Libera falda** /lib(ə)rə fólde/. In old English law, frank fold; free fold; free foldage.

**Liberal** /lib(ə)rəl/. Free in giving; generous; not restrained or narrow-minded; not literal or strict.

**Liberal construction or interpretation** /lib(ə)rəl kənstráksən/ˈəntəprətéyshən/. *See* Construction.

**Libera lex** /lib(ə)rə léks/. In old English law, free law; frank law; the law of the land. The law enjoyed by free and lawful men, as distinguished from such men as have lost the benefit and protection of the law in consequence of crime. Hence this term denoted the *status* of a man who stood guiltless before the law, and was *free*, in the sense of being entitled to its full protection and benefit. *Amittere liberam legem* (to lose one's free law) was to fall from that *status* by crime or infamy.

**Liberam legem amittere** /libərəm líjəm əmídəriy/. To lose one's free law (called the villainous judgment), to become discredited or disabled as juror and witness, to

forfeit goods and chattels and lands for life, to have those lands wasted, houses razed, trees rooted up, and one's body committed to prison. It was anciently pronounced against conspirators but is now disused, the punishment substituted being fine and imprisonment.

**Libera piscaria** /lib(ə)rə pəskəriyə/. In old English law, a free fishery.

**Liberare** /libərəriy/. Lat. In old English law, to deliver, transfer, or hand over. Applied to writs, panels of jurors, etc.

In the civil law, to free or set free; to liberate; to give one his liberty.

**Libër assisarum** /láybər əsàyzérəm/. The Book of Assizes or pleas of the crown. A collection of cases that arose on assizes and other trials in the country. It was the fourth volume of the reports of the reign of Edward III.

**Liberata pecunia non liberat offerentem** /libərəytə pəkýúwn(iy)ə nón libərət òfərəntəm/. Money being restored does not set free the party offering.

**Liberate** /libərəytiy/. In old English practice, an original writ issuing out of chancery to the treasurer, chamberlains, and barons of the exchequer, for the payment of any annual pension, or other sum.

A writ issued to a sheriff, for the delivery of any lands or goods taken upon forfeits of recognizance. A writ issued to a gaoler for the delivery of a prisoner that had put in bail for his appearance. A writ which issues on lands, tenements, and chattels, being returned under an extent on a statute staple, commanding the sheriff to deliver them to the plaintiff, by the extent and appraisal mentioned in the writ of extent and in the sheriff's return thereto.

To set free, as from bondage, slavery, oppression, or enemy control.

**Liberatio** /libərəyssh(iy)ow/. In old English law, livery; money paid for the delivery or use of a thing.

**Liberation** /libərəysshən/. In civil law, the extinguishment of a contract, by which he who was bound becomes free or liberated. Synonymous with payment.

**Libër authenticorum** /láybər əθèntəkórəm/. The authentic collection of the novels of Justinian, so called to distinguish them from the Epitome Juliani.

**Libera warrena** /lib(ə)rə wóhrənə/. In old English law, free warren (*q.v.*).

**Libër bancus** /láybər bənkəs/. In old English law, free bench.

**Libër et legalis homo** /láybər èt ləgéyləs hówmow/. In old English law, a free and lawful man. A term applied to a juror, or to one worthy of being a jurymen, from the earliest period.

**Libër feudorum** /láybər fyúwdórəm/. See Feudorum liber.

**Libër homo** /láybər hówmow/. See Homo liber.

**Liberi** /libəray/. In Saxon law, freemen; the possessors of allodial lands.

In the civil law, children. The term included "grandchildren."

**Libër judicialis of Alfred** /láybər jədis(h)iyéyləs əv əlfrəd/. Alfred's dome-book. See Dombec, domboc; Dome-book.

**Libër judiciarum** /láybər jədis(h)iyérəm/. The book of judgment, or doom-book. The Saxon Domboc. Conjectured to be a book of statutes of ancient Saxon kings.

**Libër niger** /láybər nájjər/. Black book or register in the exchequer. Chartularies of abbeys, cathedrals, etc. A name given to several ancient records.

**Libër niger domus regis** /láybər nájjər dówməs ríyjəs/. The black book of the king's household.

**Libër ruber scaccarii** /láybər rúwbər skəkəriyay/. The red book of the exchequer.

**Libertas** /libərtəs/. Lat. Liberty; freedom; a privilege; a franchise.

**Libertas ecclesiastica** /libərtəs əkliyziyéstəkə/. Church liberty, or ecclesiastical immunity.

**Libertas est naturalis facultas ejus quod cuique facere libet, nisi quod de jure aut vi prohibetur** /libərtəs èst nətýréréyləs fəkóltəs iyjəs kwòd k(yuw)áykwiy féysəriy láybət, náysay kwòd diy júriy òt váy pròw(h)əbiytər/. Liberty is that natural faculty which permits every one to do [or the natural power of doing] anything he pleases except that which is restrained by law or force.

**Libertas inestimabilis res est** /libərtəs inèstəmémýbələs ríyz èst/. Liberty is an inestimable thing; a thing above price.

**Libertas non recipit æstimationem** /libərtəs nòn rèsəpət èstəmémýshiyównəm/. Freedom does not admit of valuation.

**Libertas omnibus rebus favorabilior est** /libərtəs ómnəbəs ríybəs féyvərəbilyiər èst/. Liberty is more favored than all things [anything].

**Libertates regales ad coronam spectantes ex concessione regum à coroná exierunt** /libərtétyiz rəgéyliyz əd kərównəm spektántiyz èks kənsəshiyówniy ríygəm èy kərównə ègziyírənt/. Royal franchises relating to the crown have emanated from the crown by grant of kings.

**Libertatibus allocandis** /libərtéytəbəs ələkəndəs/. A writ lying for a citizen or burgess, impleaded contrary to his liberty, to have his privilege allowed.

**Libertatibus exigendis in itinere** /libərtéytəbəs egzəjéndəs in aytináriy/. An ancient writ whereby the king commanded the justices in eyre to admit an attorney for the defense of another's liberty.

**Liberti** /ləbértay/, **libertini** /libərtáynay/. Lat. In Roman law, freedmen. The condition of those who, having been slaves, had been made free. There seems to have been some difference in the use of these two words; the former denoting the manumitted slaves considered in their relations with their former master, who was now

called their "patron;" the latter term applying to them in their *status* in the general social economy of Rome subsequent to manumission.

**Liberticide** /ləbɜrtəsəyd/lɪbər˚/. A destroyer of liberty.

**Liberties** /lɪbɜrtiɪz/. Privileged districts exempt from the sheriff's jurisdiction; as, "gaol liberties." See *Gaol*.

In colonial times, laws, or legal rights resting upon them. The early colonial ordinances in Massachusetts were termed laws and liberties, and the code of 1641 the "Body of Liberties."

Formerly, political subdivisions of Philadelphia; as, Northern Liberties.

**Libertinum ingratum leges civiles in pristinam servitutum redigunt; sed leges Angliæ semel manumissum semper liberum judicant** /lɪbɜrtáynəm ɪnɡrɛytəm lɪjɪjɪz sɪvɛliɪz ɪn prɪstənəm sɜrvət(y)úwtəm rɛdɛgənt, sɛd lɪjɪjɪz ɛŋɡliɪjɪ sɛməl mænɪyʊwmɪsəm sɛmpɜr lɪbɜrəm júwdəkánt/. The civil laws reduce an ungrateful freedman to his original slavery; but the laws of England regard a man once manumitted as ever after free.

**Liberty.** Freedom from all restraints except such as are justly imposed by law. Freedom from restraint, under conditions essential to the equal enjoyment of this same right by others; freedom regulated by law. The absence of arbitrary restraint, not immunity from reasonable regulations and prohibitions imposed in the interests of the community. *Brazo v. Connecticut Real Estate Commission*, 177 Conn. 515, 418 A.2d 883, 890.

The "liberty" guaranteed and protected by constitutional provisions denotes not only freedom from unauthorized physical restraint, but embraces also the freedom of an individual to use and enjoy his faculties in all lawful ways, acquire useful knowledge, marry, establish a home, and bring up children, worship God according to the dictates of his own conscience, live and work where he chooses, engage in any of the common and lawful occupations of life, enter into all contracts which may be proper and essential to carrying out successfully the foregoing purposes, and generally to enjoy those privileges long recognized at common law as essential to the orderly pursuit of happiness by free people. See also *Liberty interest, below*.

The "personal liberty" guaranteed by Thirteenth Amend., U.S.Const., consists in the power of locomotion without imprisonment or restraint unless by due course of law, except those restraints imposed to prevent commission of threatened crime or in punishment of crime committed, those in punishment of contempts of courts or legislative bodies or to render their jurisdiction effectual, and those necessary to enforce the duty citizens owe in defense of the state to protect community against acts of those who by reason of mental infirmity are incapable of self-control. *Ex parte Hudgins*, 86 W.Va. 526, 103 S.E. 327, 329.

Also, a franchise or personal privilege, being some part of the sovereign power, vested in an individual, either by grant or prescription.

The term is used in the expression, rights, liberties, and franchises, as a word of the same general class and meaning with those words and privileges. This use of the term is said to have been strictly conformable to its sense as used in Magna Charta and in English declarations of rights, statutes, grants, etc.

In a derivative sense, the place, district, or boundaries within which a special franchise is enjoyed, an immunity claimed, or a jurisdiction exercised. In this sense, the term is commonly used in the plural; as the "liberties of the city."

**Civil liberty.** The liberty of a member of society, being a man's natural liberty, so far restrained by human laws (and no further) as is necessary and expedient for the general advantage of the public. 1 Bl.Comm. 125. The power of doing whatever the laws permit. 1 Bl.Comm. 6. The greatest amount of absolute liberty which can, in the nature of things, be equally possessed by every citizen in a state. Guaranteed protection against interference with the interests and rights held dear and important by large classes of civilized men, or by all the members of a state, together with an effectual share in the making and administration of the laws, as the best apparatus to secure that protection. See *Civil rights*.

**Liberty interest.** An interest recognized as protected by the due process clauses of state and federal constitutions. U.S.C.A. Const.Amend. 5, 14. Generally included are liberties guaranteed by the first eight amendments of the United States Constitution, as well as interests created when states either legislatively or administratively impose limitations on their discretion and require that a specific standard prevail in decision making. *Adams v. Wainwright*, D.C.Fla., 512 F.Supp. 948, 953.

**Liberty of a port.** In marine insurance, a license or permission incorporated in a marine policy allowing the vessel to touch and trade at a designated port other than the principal port of destination.

**Liberty of conscience.** Liberty for each individual to decide for himself what is to him religious. *Gobitis v. Minersville School Dist.*, D.C.Pa., 21 F.Supp. 581, 584. See, also, *Religious liberty*, as defined below.

**Liberty of contract.** The ability at will, to make or abstain from making, a binding obligation enforced by the sanctions at the law. The right to contract about one's affairs, including the right to make contracts of employment, and to obtain the best terms one can as the result of private bargaining. *Adkins v. Children's Hospital of District of Columbia*, 261 U.S. 525, 43 S.Ct. 394, 396, 67 L.Ed. 785. It includes the corresponding right to accept a contract proposed. There is, however, no absolute freedom of contract. The government may regulate or forbid any contract reasonably calculated to affect injuriously public interest. *Atlantic Coast Line R. Co. v. Riverside Mills*, 219 U.S. 186, 31 S.Ct. 164, 55 L.Ed. 167. It means freedom from arbitrary or unreasonable restraint, not immunity from reasonable regulation to safeguard public interest; or the right to make contracts with competent persons on a plane of relative parity or freedom of choice and within the limits allowed or not

forbidden by law. *McGrew v. Industrial Commission*, 96 Utah 203, 85 P.2d 608, 612. See Art. I, § 10, U.S. Constitution.

*Liberty of speech.* Freedom accorded by the Constitution (First Amendment of U.S.Const.) or laws to express opinions and facts by word of mouth, uncontrolled by any censorship or restrictions of government. As used in Constitution, "freedom of speech" means freedom of speech as it was understood by the common law when the Constitution was adopted. *State v. Boloff*, 138 Or. 568, 7 P.2d 775, 781. See however Clear and present danger doctrine. See also Symbolic speech.

*Liberty of the globe.* In marine insurance, a license or permission incorporated in a marine policy authorizing the vessel to go to any part of the world, instead of being confined to a particular port of destination.

*Liberty of the press.* The right to print and publish the truth, from good motives and for justifiable ends, as guaranteed by First Amendment of U.S. Constitution. *Kline v. Robert M. McBride & Co.*, 170 Misc. 974, 11 N.Y.S.2d 674, 679. The right to print without any previous license, subject to the consequences of the law. The right to publish whatever one may please, *Knapp v. Post Printing & Publishing Co.*, 111 Colo. 492, 144 P.2d 981, 985; and to be protected against any responsibility for so doing except so far as such publications, from their blasphemy, obscenity, or scandalous character, may be a public offense, or as by their falsehood and malice they may injuriously affect the standing, reputation, or pecuniary interests of individuals. Immunity from previous restraints or [from] censorship. *Grosjean v. American Press Co.*, 297 U.S. 233, 56 S.Ct. 444, 449, 80 L.Ed. 660; *Near v. Minnesota*, 283 U.S. 697, 51 S.Ct. 625, 75 L.Ed. 1357. See Censor; Censorship; Prior restraint.

*Liberty to hold pleas.* The liberty of having a court of one's own. Thus certain lords had the privilege of holding pleas within their own manors.

*Natural liberty.* The power of acting as one thinks fit, without any restraint or control, unless by the law of nature. The right which nature gives to all mankind of disposing of their persons and property after the manner they judge most consistent with their happiness, on condition of their acting within the limits of the law of nature, and so as not to interfere with an equal exercise of the same rights by other men. 1 Bl.Comm. 125.

*Personal liberty.* The right or power of locomotion; of changing situation, or moving one's person to whatsoever place one's own inclination may direct, without imprisonment or restraint, unless by due course of law. *Civil Rights Cases*, 109 U.S. 3, 3 S.Ct. 42, 27 L.Ed. 835.

*Political liberty.* Liberty of the citizen to participate in the operations of government, and particularly in the making and administration of the laws.

*Religious liberty.* Freedom, as guaranteed by First Amendment of U.S. Constitution, from constraint, or control in matters affecting the conscience, religious beliefs, and the practice of religion. Freedom to entertain and express any or no system of religious opinions,

and to engage in or refrain from any form of religious observance or public or private religious worship, not inconsistent with the peace and good order of society and the general welfare. See also Freedom of religion; Religion.

**Libenum corpus nullam recipit æstimationem** /libərəm kɔrpəs nələm rəsəpət əstəməyʃhiyɔwnəm/. The body of a freeman does not admit of valuation.

**Libenum est cuique apud se explorare an expedit sibi consilium** /libərəm ɛst k(yuw)áykwiy əpəd siy əksplərəriy ən əkspiydiyət sibay kənsil(i)yəm/. Every one is free to ascertain for himself whether a recommendation is advantageous to his interest.

**Libenum maritagium** /libərəm mərətəy(ji)yəm/. In old English law, frank-marriage.

**Libenum servitium** /libərəm sərviʃ(iy)yəm/. Free service. Service of a warlike sort by a feudatory tenant; sometimes called "*servitium liberum armorum*." See also *Servitium liberum*. Service not unbecoming the character of a freeman and a soldier to perform; as to serve under the lord in his wars, to pay a sum of money, and the like. 2 Bl.Comm. 60.

**Libenum socagium** /libərəm səkəy(ji)yəm/. In old English law, free socage.

**Libenum tenementum** /libərəm tənəməntəm/. In common law pleading, a plea of freehold. A plea by the defendant in an action of trespass to real property that the *locus in quo* is his freehold, or that of a third person, under whom he acted.

In realty law, freehold. Frank-tenement.

**Liblac** /liblək/. In Saxon law, witchcraft, particularly that kind which consisted in the compounding and administering of drugs and philters. Sometimes occurring in the Latinized form *liblacum* /ləbləykəm/.

**Libra** /ləybrə/. In old English law, a pound; also a sum of money equal to a pound sterling.

**Libra arsa** /ləybrə ərsə/. A pound burned; that is, melted, or assayed by melting, to test its purity. *Libræ arsæ et pensatæ*, pounds burned and weighed. A frequent expression in Domesday, to denote the purer coin in which rents were paid.

**Libra numerata** /ləybrə n(y)üwmərəytə/. A pound of money counted instead of being weighed.

**Libra pensa** /ləybrə pənsə/. A pound of money by weight.

**Libripens** /librəpenz/. In Roman law, a weigher or balance-holder. The person who held a brazen balance in the ceremony of emancipation, *per æs et libram*. A neutral person or balance holder, who was present at a conveyance of real property. He held in his hand the symbolic balance, which was struck by the purchaser with a piece of bronze as a sign of the completion of the conveyance. The bronze was then transferred to the seller as a sign of the purchase money.

**License.** A personal privilege to do some particular act or series of acts on land without possessing any estate or

interest therein, and is ordinarily revocable at the will of the licensor and is not assignable. *Lehman v. Williamson*, 35 Colo.App. 372, 533 P.2d 63, 65. The permission by competent authority to do an act which, without such permission, would be illegal, a trespass, a tort, or otherwise not allowable. *People v. Henderson*, 391 Mich. 612, 218 N.W.2d 2, 4. Certificate or the document itself which gives permission. Leave to do thing which licensor could prevent. *Western Electric Co. v. Pacent Reproducer Corporation*, C.C.A.N.Y., 42 F.2d 116, 118. Permission to do a particular thing, to exercise a certain privilege or to carry on a particular business or to pursue a certain occupation. *Blatz Brewing Co. v. Collins*, 88 Cal.App.2d 639, 160 P.2d 37, 39, 40.

A permit, granted by an appropriate governmental body, generally for a consideration, to a person, firm, or corporation to pursue some occupation or to carry on some business subject to regulation under the police power. A license is not a contract between the state and the licensee, but is a mere personal permit. *Rosenblatt v. California State Board of Pharmacy*, 69 Cal.App.2d 69, 158 P.2d 199, 203. Neither is it property or a property right. *American States Water Service Co. of California v. Johnson*, 31 Cal.App.2d 606, 88 P.2d 770, 774.

*See also* Bare or mere license; Certificate; Compulsory license; Exclusive license; Franchise; Letter of license; Licensee; Marriage license; Permit.

*Executed license.* That which exists when the licensed act has been done.

*Executory license.* That which exists where the licensed act has not been performed.

*Express license.* One which is granted in direct terms.

*Implied license.* One which is presumed to have been given from the acts of the party authorized to give it.

*License bond.* *See* Bond.

*Patents.* A written authority granted by the owner of a patent to another person empowering the latter to make or use the patented article for a limited period or in a limited territory. A permission to make, use or sell articles embodying invention. *De Forest Radio Telephone & Telegraph Co. v. Radio Corporation of America*, D.C.Del., 9 F.2d 150, 151. A transfer which does not affect the monopoly, except by estopping licensor from exercising his prohibitory powers in derogation of privileges conferred upon licensee. *L. L. Brown Paper Co. v. Hydroiloid, Inc.*, D.C.N.Y., 32 F.Supp. 857, 867, 868. An assignment by the patentee to another of rights less in degree than the patent itself. Any right to make, use, or sell the patented invention, which is less than an undivided part interest in the patent itself. Any transfer of patent rights short of assignment. Language used by owner of patent, or any conduct on his part exhibited to another, from which that other may properly infer that owner consents to his use of patent, on which the other acts, constitutes a license. *General Motors Corporation v. Dailey*, C.C.A.Mich., 93 F.2d 938, 941; *Finley v. Asphalt Paving Co. of St. Louis*, C.C.A.Mo., 69 F.2d 498, 504. Transfer of exclusive right to do merely two of the

three rights under patent to make, use, and vend invention. *Overman Cushion Tire Co. v. Goodyear Tire & Rubber Co.*, C.C.A.N.Y., 59 F.2d 998, 1000. *See also* Patent.

*Pleading.* The defense of justification to an action of trespass that the defendant was authorized by the owner of the land to commit the trespass complained of. License is an affirmative defense which must be pleaded by defendant. Fed.R.Civil P. 8(c).

*Real property.* A license is ordinarily considered to be a mere personal or revocable privilege to perform an act or series of acts on the land of another. *Hennebont Co. v. Kroger Co.*, 221 Pa.Super. 65, 289 A.2d 229, 231. A privilege to go on premises for a certain purpose, but does not operate to confer on, or vest in, licensee any title, interest, or estate in such property. *Timmons v. Cropper*, 40 Del.Ch. 29, 172 A.2d 757, 759. Such privilege is unassignable.

A license is distinguished from an "easement," which implies an interest in the land, and a "lease," or right to take the profits of land. It may be, however, and often, is, coupled with a grant of some interest in the land itself, or right to take the profits. *National Memorial Park v. C. I. R.*, C.C.A.4, 145 F.2d 1008, 1015.

*Simple license.* One revocable at the will of the grantor; i.e., one not coupled with a grant.

*Streets and highways.* A permit to use street is a mere license revocable at pleasure. *Lanham v. Forney*, 196 Wash. 62, 81 P.2d 777, 779. The privilege of using the streets and highways by the operation thereon of motor carriers for hire can be acquired only by permission or license from the state or its political subdivisions.

*Trade, business or calling.* Authority or permission to do or carry on some trade or business which would otherwise be unlawful. *Standard Oil Co. (Indiana) v. State Board of Equalization*, 110 Mont. 5, 99 P.2d 229, 234. Permission conferred by proper authority to pursue certain trade, profession, or calling. *Lloyds of Texas v. Bobbitt*, Tex.Civ.App., 40 S.W.2d 897, 901. A license confers upon licensee neither contractual nor vested rights. *Rosenblatt v. California State Board of Pharmacy*, 69 Cal.App.2d 69, 158 P.2d 199, 203. Nor does it create a property right. *See also* Franchise.

*Trademark.* Permission to use a trademark in an area where the purported owner's goods have not become known and identified by his use of mark is a naked "license". *E. F. Prichard Co. v. Consumers Brewing Co.*, C.C.A.Ky., 136 F.2d 512, 521. *See* Trademark.

*License cases.* The name given to the group of cases including *Peirce v. New Hampshire*, 46 U.S. (5 How.) 504, 12 L.Ed. 256, decided by the United States Supreme Court in 1847, to the effect that state laws requiring a license or the payment of a tax for the privilege of selling intoxicating liquors were not in conflict with the constitutional provision giving to Congress the power to regulate interstate commerce, even as applied to liquors imported from another state and remaining in the original and unbroken packages. This decision was over-

ruled in *Leisy v. Hardin*, 135 U.S. 100, 10 S.Ct. 681, 34 L.Ed. 128, which in turn was overturned by the act of Congress of August 8, 1890, commonly called the "Wilson law."

**Licensee.** A person who has a privilege to enter upon land arising from the permission or consent, express or implied, of the possessor of land but who goes on the land for his own purpose rather than for any purpose or interest of the possessor. *Reddington v. Beefeaters Tables, Inc.*, 72 Wis.2d 119, 240 N.W.2d 363, 366. For duty of care purposes, one who is privileged to enter or remain upon land by virtue of possessor's consent, whether given by invitation or permission. *Backman v. Vickers Petroleum Co.*, 187 Kan. 448, 357 P.2d 748, 751.

Person to whom a license has been granted.

Formerly, the duty owed to a licensee was that of refraining from wilful, wanton and reckless conduct. This rule has been changed and now, in most jurisdictions, the occupier of land owes the licensee the duty of reasonable or due care. *Mounsey v. Ellard*, 363 Mass. 693, 297 N.E.2d 43.

See also Exclusive licensee; invitee.

**Licensee by invitation.** A person who goes upon the lands of another with express or implied invitation to transact business with the owner or occupant or do some act to his advantage or to the mutual advantage of both the licensee and the owner or occupant. *Samuel E. Pentecost Const. Co. v. O'Donnell*, 112 Ind.App. 47, 39 N.E.2d 812. An invitee.

**Licensee by permission.** One who, for his own convenience, curiosity, or entertainment, goes upon the premises of another by the owner's or occupant's permission or sufferance. *Samuel E. Pentecost Const. Co. v. O'Donnell*, 112 Ind.App. 47, 39 N.E.2d 812, 817.

**License fee or tax.** Charge imposed by governmental body for the granting of a privilege. *Pennsylvania Liquor Control Board v. Publicker Commercial Alcohol Co.*, 347 Pa. 555, 32 A.2d 914, 917. Charge or fee imposed primarily for the discouragement of dangerous employments, the protection of the safety of the public, or the regulation of relative rights, privileges, or duties as between individuals. *Conard v. State, Del.Super.*, 2 Terry 107, 16 A.2d 121, 125. Price paid to governmental or municipal authority for a license to engage in and pursue a particular calling or occupation. Tax on privilege of exercising corporate franchise. *City Investments v. Johnson*, 6 Cal.2d 150, 56 P.2d 939, 940. The term "license tax" includes both charge imposed under police power for privilege of obtaining license to conduct particular business, and tax imposed upon business for sole purpose of raising revenue; "license tax" being defined as sum exacted for privilege of carrying on particular occupation. Where a fee is exacted and something is required or permitted in addition to the payment of the sum, either to be done by the licensee, or by some regulation or restriction imposed on him, then the fee is a "license fee". *Conard v. State, Del.Super.*, 2 Terry 107, 16 A.2d 121, 125. A license fee is charge made primarily for regulation, with the fee to cover cost and

expenses of supervision or regulation. *State v. Jackman*, 60 Wis.2d 700, 211 N.W.2d 480, 487. See also Franchise tax.

**License in amortization.** A license authorizing a conveyance of property which, without it, would be invalid under the statutes of mortmain.

**License tax.** See License fee or tax.

**Licensing.** The sale of a license permitting the use of patents, trademarks, or other technology to another firm. See also Cross-licensing.

Licensing involves the many procedures administrative agencies perform in conjunction with issuance of various types of licenses. *Westland Convalescent Center v. Blue Cross & Blue Shield of Michigan*, 414 Mich. 247, 324 N.W.2d 851, 859.

**Licensing power.** The authority in a governmental body to grant a license to pursue a particular activity; e.g. license to sell liquor.

**Licensor** /láysənsər/. The person who gives or grants a license.

**Licentia** /ləsəns(h)iyə/. Lat. License; leave; permission.

**Licentia concordandi** /ləsəns(h)iyə kɔŋkərdænday/. In old practice and conveyancing, license or leave to agree; one of the proceedings on levying a fine of lands. 2 Bl.Comm. 350.

**Licentia loquendi** /ləsəns(h)iyə ləkwenday/. In old practice, leave to speak (i.e., with the plaintiff); an imparlance; or rather leave to imparl. 3 Bl.Comm. 299.

**Licentia surgendi** /ləsəns(h)iyə sərjənday/. In old English practice, license to arise; permission given by the court to a tenant in a real action, who had cast an essoin *de malo lecti*, to arise out of his bed. Also, the writ thereupon. If the demandant can show that the tenant was seen abroad before leave of court, and before being viewed by the knights appointed by the court for that purpose, such tenant shall be taken to be deceitfully essoined, and to have made default.

**Licentiate** /ləsəns(h)ət/laysəns(h)iyət/. One who has license to practice any art or faculty.

**Licentiousness** /ləsəns(h)əsənəs/. The indulgence of the arbitrary will of the individual, without regard to ethics or law, or respect for the rights of others. Also, lewdness or lasciviousness.

**Licere** /ləsəriy/. Lat. To be lawful; to be allowed or permitted by law.

**Licere, liceri** /ləsəriy/ləsíray/. Lat. In Roman law, to offer a price for a thing; to bid for it.

**Licet** /láysət/lísət/. Lat. From the verb "*licere*" (q.v.). It is allowed; it is permissible; it is lawful; not forbidden by law.

**Licet dispositio de interesse futuro sit inutilis, tamen potest fieri declaratio præcedens quæ sortiatur effectum, interveniente novo actu** /láysət dispəzish(iy)ow diy intərəs(iy)fyuwt(y)úrow sit inyúwtləs,



téymæn pówtæst fáyaray dèklæréysh(iy)ow præsyðenz kwiy sòrshiyéytar æféktæm, intærvyniyéntiy nóvvow ækt(y)uw/. Although the grant of a future interest be inoperative, yet a declaration precedent may be made, which may take effect provided a new act intervene.

**Licita bene miscetur, formula nisi juris obstet** /lisæda biyniy mæséntar, fórmylæ náysay júras óbstæt/. Lawful acts [done by several authorities] are well mingled [*i.e.*, become united or consolidated into one good act], unless some form of law forbid. (*E.g.*, Two having a right to convey, each a moiety, may unite and convey the whole.)

**Licitare** /lisætériy/. Lat. In Roman law, to offer a price at a sale; to bid; to bid often; to make several bids, one above another.

**Licitation** /lisætéyshən/. In the civil law, an offering for sale to the highest bidder, or to him who will give most for a thing. An act by which co-heirs or other co-proprietors of a thing in common and undivided between them put it to bid between them, to be adjudged and to belong to the highest and last bidder, upon condition that he pay to each of his co-proprietors a part in the price equal to the undivided part which each of the said co-proprietors had in the estate *licitated*, before the adjudication.

**Licitor** /lisætétər/. In Roman law, a bidder at a sale.

**Licking of thumbs** /líkiŋ əv θəmz/. An ancient formality by which bargains were completed.

**Lidford law** /lidfərd ló/. A sort of lynch law, whereby a person was first punished and then tried.

**Lie, n.** A falsehood uttered for the purpose of deception; an intentional statement of an untruth designed to mislead another; anything which misleads or deceives; it means an untruth deliberately told; the uttering or acting of that which is false for the purpose of deceiving; intentional misstatement. *Ward v. University of South*, 209 Tenn. 412, 354 S.W.2d 246, 248. *See Perjury*.

**Lie, v.** To subsist; to exist; to be sustainable; to be proper or available. Thus the phrase "an action will not *lie*" means that an action cannot be sustained, or that there is no ground upon which to found the action.

**Lie detector.** *See* Polygraph.

**Liege.** In feudal law, bound by a feudal tenure; bound in allegiance to the lord paramount, who owned no superior. The term was applied to the lord, or liege lord, to whom allegiance was due, since he was *bound* to protection and a just government, and also to the feudatory, liegeman, or subject bound to allegiance, for he was *bound* to tribute and due subjection. So *lieges* are the king's subjects.

In old records, full; absolute; perfect; pure. *Liege* widowhood was pure widowhood. *Ligi*us was also used; *e.g. ligia potestas*, full and free power of disposal.

**Liege homage** /líyʒh (h)óməj/líjʒ/. Homage which, when performed by one sovereign prince to another, included fealty and services, as opposed to *simple homage*, which was a mere acknowledgment of tenure.

**Liege lord** /líyʒh lórd/líjʒ/. A sovereign; a superior lord.

**Liege man** /líjʒmən/. He that oweth allegiance.

**Lieger, or leger** /léjər/líjər/. A resident ambassador.

**Lieges, or liege people** /líyʒhəz/líyʒh/píypəl/líjʒ/. Subjects.

**Lie in franchise.** Property is said to "lie in franchise" when it is of such a nature that the persons entitled thereto may seize it without the aid of a court; *e.g.*, wrecks, waifs, estrays.

**Lie in grant.** Incorporeal hereditaments are said to "lie in grant;" that is, they pass by force of the grant (deed or charter) without livery.

**Lie in livery.** A common law term applied to corporeal hereditaments, freeholds, etc., signifying that they pass by livery, not by the mere force of the grant.

**Lie in wait.** *See* Lying in wait.

**Lien** /lí(ə)n/. A claim, encumbrance, or charge on property for payment of some debt, obligation or duty. *Sullins v. Sullins*, 65 Wash.2d 283, 396 P.2d 886, 888. Qualified right of property which a creditor has in or over specific property of his debtor, as security for the debt or charge or for performance of some act. Right or claim against some interest in property created by law as an incident of contract. Right to enforce charge upon property of another for payment or satisfaction of debt or claim. *Vaughan v. John Hancock Mut. Life Ins. Co.*, Tex.Civ.App., 61 S.W.2d 189, 190. Right to retain property for payment of debt or demand. *Bell v. Dennis*, 43 N.M. 350, 93 P.2d 1003, 1006. Security for a debt, duty or other obligation. *Hurley v. Boston R. Holding Co.*, 315 Mass. 591, 54 N.E.2d 183, 193. Tie that binds property to a debt or claim for its satisfaction. *United States v. 1364.76875 Wine Gallons, More or Less, of Spirituous Liquors*, D.C.Mo., 60 F.Supp. 389, 392. Liens are "property rights". In *re Pennsylvania Central Brewing Co.*, C.C.A.Pa., 114 F.2d 1010, 1013. The word "lien" is a generic term and, standing alone, includes liens acquired by contract or by operation of law. *Egyptian Supply Co. v. Boyd*, C.C.A.Ky., 117 F.2d 608, 612.

A change against or interest in property to secure payment of a debt or performance of an obligation. Bankruptcy Code § 101.

**Lien by operation of law.** Where the law itself, without the stipulation of the parties, raises a lien, as an implication or legal consequence from the relation of the parties or the circumstances of their dealings. Liens of this species may arise either under the rules of common law or of equity or under a statute. In the first case they are called "common-law liens;" in the second, "equitable liens;" in the third, "statutory liens."

**Roman or Civil law.** The peculiar securities which, in the common and maritime law and equity, are termed "liens," are embraced under the head of "mortgage and privilege."

*See also* Agent's lien; Architect's lien; Artisan's lien; Attorney's lien; Banker's lien; Charging Lien; Chattel lien;

Common-law lien; Concurrent liens; Deferred lien; Equitable lien; Execution lien; Factor's lien; First lien; Floating lien; General lien; Inchoate lien; Involuntary lien; Judgment lien; Judicial lien; Laborers' lien; Maritime lien; Materialman's lien; Mechanic's lien; Municipal lien; Retaining lien; Second lien; Secret lien; Special lien; Statutory lien; Tax lien; Vendor's lien; Warehousemen's lien.

**Lien account.** Such statement of claims as fairly appraises property owner and public of nature and amount of demand asserted as lien. *Hanenkamp v. Hagedorn*, Mo.App., 110 S.W.2d 826, 829.

**Lien creditor.** One whose debt or claim is secured by a lien on particular property, as distinguished from a "general" creditor, who has no such security. A creditor who has acquired a lien on the property involved, by attachment, levy or the like, and includes an assignee for benefit of creditors from the time of assignment, and a trustee in bankruptcy from the date of the filing of the petition, or a receiver in equity from the time of appointment. U.C.C. § 9-301(3). *See also* Creditor.

**Lienee** /liyniy/. One whose property is subject to a lien.

**Lien of a covenant.** The commencement of a covenant stating the names of the covenantors and covenantees, and the character of the covenant, whether joint or several.

**Lien of attachment.** An encumbrance on property seized through the pre-judgment remedy of attachment that is inchoate when it first arises, usually upon the sheriff's levy of the property, and that becomes final and perfected upon judgment for the attaching creditor in the action who caused attachment to issue. For purposes of priority against third parties' claims to the property, a lien of attachment perfected by judgment dates from the time the lien first arose. *See* Attachment.

**Lien of execution.** An encumbrance that attaches by operation of law to a judgment debtor's real and personal property when the property is subjected to execution process and that gives the execution creditor a priority over subsequent transferees of the property and also over prior unrecorded conveyances of interests in the property. *See* Attachment; Execution.

**Lien of factor at common law.** Lien not created through statutory enactment, but lien of ordinary factor as known to common law.

**Lien of garnishment.** Encumbrance on property of a debtor held by a garnishee that attaches in favor of the garnishing creditor when garnishment summons is served upon the garnishee and that also impounds credits owed by the garnishee to the debtor so that they must be paid to the garnishing creditor. *See* Garnishment.

**Lienor** /liy(ə)nər/. The person having or owning a lien; one who has a right of lien upon property of another.

**Lien waiver.** A waiver of mechanic's lien rights, signed by subcontractors so that the owner or general contractor can receive a draw on a construction loan.

**Lie to.** To adjoin.

**Lieu conus** /l(y)úw kónyuw/. L. Fr. In old pleading, a known place; a place well known and generally taken notice of by those who dwell about it, as a castle, a manor, etc.

**Lieu lands.** A term used to indicate public lands within the indemnity limits granted in *lieu* of those lost within place limits. *Weyerhaeuser v. Hoyt*, 219 U.S. 380, 31 S.Ct. 300, 55 L.Ed. 258.

**Lieu tax.** A lieu tax means instead of or a substitute for, and it is not an additional tax. *Lebeck v. State*, 62 Ariz. 171, 156 P.2d 720, 721.

**Lieutenancy, commission of.** *See* Commission of array.

**Lieutenant** /l(y)uwténánt/lefténánt/. A deputy; substitute; an officer who supplies the place of another; one acting by vicarious authority. Etymologically, one who holds the post or office of another, in the place and stead of the latter.

The word is used in composition as part of the title of several civil and military officers, who are subordinate to others, and especially where the duties and powers of the higher officer may, in certain contingencies, devolve upon the lower; as lieutenant governor, lieutenant colonel, etc. (*see infra*).

In the army, a lieutenant is a commissioned officer, ranking next below a captain. In the United States navy, he is an officer whose rank is intermediate between that of an ensign and that of a lieutenant commander. In the British navy, his rank is next below that of a commander.

**Lieutenant colonel.** An officer of the army whose rank is above that of a major and below that of a colonel.

**Lieutenant commander.** A commissioned officer of the United States navy, whose rank is above that of lieutenant and below that of commander.

**Lieutenant general.** An officer in the army, whose rank is above that of Major General and below that of a Full General or Four Star General which is below a General of the Army or Five Star General.

**Lieutenant governor.** An elected officer of a state, sometimes charged with special duties, but chiefly important as the deputy or substitute of the governor, acting in the place of the governor upon the latter's death, resignation, or disability.

**Life.** That state of animals, humans, and plants or of an organized being, in which its natural functions and motions are performed, or in which its organs are capable of performing their functions. The interval between birth and death. The sum of the forces by which death is resisted.

"Life" protected by the Federal Constitution includes all personal rights and their enjoyment of the faculties, acquiring useful knowledge, the right to marry, establish a home, and bring up children, freedom of worship, conscience, contract, occupation, speech, assembly and press.

*See also* Natural life; Useful life; Viability; Viable child; Wrongful life.

**Life annuity.** An engagement to pay an income yearly during the life of some person; also the sum thus promised. An annuity, depending on the continuance of an assigned life or lives, is sometimes called a life annuity. *Bodine v. Commissioner of Internal Revenue*, C.C.A.3, 103 F.2d 982, 985. *See also* Annuity.

**Life beneficiary.** One who receives payments or other rights from a trust for his or her lifetime.

**Life care contract.** An agreement in which one party is assured of care and maintenance for his natural life in consideration of a transfer of property to the other party. Such contracts exist, for example, between elderly persons and nursing homes.

**Life estate.** An estate whose duration is limited to the life of the party holding it, or some other person. *See also* Life interest.

A legal arrangement whereby the beneficiary (*i.e.*, the life tenant) is entitled to the income from the property for his or her life. Upon the death of the life tenant, the property will go to the holder of the remainder interest or to the grantor by reversion.

**Life expectancy.** The period of time in which a person of a given age and sex is expected to live according to statistical (*i.e.* actuarial) tables. *See also* Actuarial table; Life tables.

**Life in being.** A phrase used in the common-law and statutory rules against perpetuities, meaning the remaining duration of the life of a person who is in existence at the time when the deed or will takes effect. *McArthur v. Scott*, 113 U.S. 340, 5 S.Ct. 652, 28 L.Ed. 1015.

**Life insurance.** *See* Insurance.

**Life insurance proceeds.** Generally, life insurance proceeds paid to a beneficiary upon the death of the insured are exempt from Federal income tax. An exception is provided where a life insurance contract has been transferred for valuable consideration to another individual who assumes ownership rights. In such case the proceeds are income to the assignee to the extent that the proceeds exceed the amount paid for the policy plus any subsequent premiums paid. Insurance proceeds may be subject to the Federal estate tax if the decedent retained any incidents of ownership in the policy prior to death or if the proceeds are payable to his estate. I.R.C. §§ 101 and 2042.

**Life insurance reserves.** Fund which, together with future premiums and interest, will be sufficient to pay future claims. *Jefferson Standard Life Ins. Co. v. U. S.*, C.A.N.C., 408 F.2d 842, 845.

**Life insurance trust.** Type of trust, the res of which consists in whole or in part of life insurance policies owned by the trustees and payable to the trust on the death of the insured. A device commonly used in estate planning.

**Life interest.** A claim or interest in real or personal property, not amounting to ownership, and limited by a term of life, either that of the person in whom the right is vested or that of another. *See also* Life estate.

**Life-land, or life-hold.** Land held on a lease for lives.

**Life of a writ.** The period during which a writ (execution, etc.) remains effective and can lawfully be served or levied, terminating with the day on which, by law or by its own terms, it is to be returned into court.

**Life or limb.** The phrase "life or limb" within constitutional provision that no person shall be subject for the same offense to be twice put in jeopardy of life or limb is not construed strictly but applies to any criminal penalty. Fifth Amend., U.S.Const. *Clawans v. Rives*, 70 U.S.App.D.C. 107, 104 F.2d 240, 242.

**Life peerage.** Letters patent, conferring the dignity of baron for life only, do not enable the grantee to sit and vote in the house of lords, not even with the usual writ of summons to the house.

**Life policy.** *See* Insurance (*Life insurance*).

**Life sentence.** *See* Sentence.

**Life sustaining procedures.** Such procedures which may be suspended on a court order or pursuant to a living will in case of, for example, a comatose and terminally ill individual, are medical procedures which utilize mechanical or other artificial means to sustain, restore, or supplant a vital function, which serve only or primarily to prolong the moment of death, and where, in the judgment of the attending and consulting physicians, as reflected in the patient's medical records, death is imminent if such procedures are not utilized. *John F. Kennedy Memorial Hosp., Inc. v. Bludworth*, Fla.App. 4 Dist., 432 So.2d 611, 619. *See also* Right to die laws; Will (*Living will*).

**Life tables.** Statistical (*i.e.* actuarial) tables exhibiting the probable proration of persons who will live to reach different ages. Such tables are used for many purposes, such as the computation of the present value of annuities, dower rights, etc.; and for the computation of damages resulting from injuries which destroy the earning capacity of a person, or those resulting from the death of a person to those who are dependent upon him. *See also* Actuarial tables.

**Life tenancy.** An estate in real property in which the tenant has a freehold interest for his life or for the life of another (*pur autre vie*).

**Life tenant.** One who holds an estate in lands for the period of his own life or that of another certain person.

**LIFO.** *See* last-in, first-out.

**Lift.** To raise; to take up. To "lift" a promissory note is to discharge its obligation by paying its amount or substituting another evidence of debt. To "lift the bar"

of the statute of limitations, or of an estoppel, is to remove the obstruction which it interposes, by some sufficient act or acknowledgment.

**Liga** /lɪgə/. In old European law, a league or confederation.

**Ligan, lagan** /lɑɪgən/lɛɪgən/. Goods cast into the sea tied to a buoy, so that they may be found again by the owners, are so denominated. When goods are cast into the sea in storms or shipwrecks, and remain there, without coming to land, they are distinguished by the barbarous names of "jetsam," "flotsam," and "ligan."

**Ligare** /ləɪəri/. To tie or bind. To enter into a league or treaty.

**Ligea** /lɪj(ɪ)ə/. In old English law, a liege-woman; a female subject.

**Ligeance** /lɪjən(t)s/. Allegiance; the faithful obedience of a subject to his sovereign, of a citizen to his government. Also, derivatively, the territory of a state or sovereignty.

**Ligeantia** /lɪjɪəns(ɪ)ə/. Lat. Ligeance; allegiance.

**Ligeantia est quasi legis essentia; est vinculum fidei** /lɪjɪəns(ɪ)ə ɛst kwɛɪzay lɪjəs əsɛns(ɪ)ə, ɛst vɪŋk(y)ələm fɑɪdɪyay/. Allegiance is, as it were, the essence of law; it is the chain of faith.

**Ligeantia naturalis nullis claustris coercetur, nullis metis refranatur, nullis finibus premitur** /lɪjɪəns(ɪ)ə nætɪarɛyləs nɔləs klɔʊstrəs kowɔrsətər, nɔləs mɛtəs rɛfrənɛɪtər, nɔləs fɪnəbəs prɛmɪtər/. Natural allegiance is restrained by no barriers, reined by no bounds, compressed by no limits.

**Ligeas** /lɪj(ɪ)əs/. In old records, a liege.

**Light, right to.** A privilege or easement to have light admitted into one's building by the openings made for that purpose, without obstruction or obscuration by the walls of adjacent or neighboring structures. *Santos v. Dondero*, 11 Cal.App.2d 720, 54 P.2d 764, 766.

**Lighterage.** The business of transferring, loading, and unloading, merchandise to and from vessels by means of lighters; also the compensation or price demanded for such service. The loading, unloading and transfer of freight between a car and a ship's side. *Hoboken Manufacturers' R. Co. v. United States*, D.C.N.J., 47 F.Supp. 779, 782.

**Lighterman** /lɑɪdərman/. The master or owner of a lighter. He is liable as a common carrier.

**Lights, ancient.** English doctrine under which a landowner acquired, by uninterrupted use for 20 years, an easement or right by prescription over adjoining land for the unobstructed passage of light and air.

**Ligijs** /lɪj(ɪ)əs/. A person bound to another by a solemn tie or engagement; used to express the relation of a subject to a sovereign. *See also* Liege.

**Lignagium** /lɪgnɛj(ɪ)əm/. A right of cutting fuel in woods; also a tribute or payment due for the same.

**Ligula** /lɪgʊlə/. In old English law, a copy, exemplification, or transcript of a court roll or deed.

**Like.** Equal in quantity, quality, or degree or exactly corresponding. *Bader v. Coale*, 48 Cal.App.2d 276, 119 P.2d 763, 765. Also means having the same, or nearly the same, appearance, qualities, or characteristics, *Japan Import Co. v. United States*, Cust. & Pat.App., 86 F.2d 124, 131; resembling another; same manner, *Seilaz v. Seilaz*, 24 Tenn.App. 611, 148 S.W.2d 23, 25; similar, *Castell v. United States*, D.C.N.Y., 20 F.Supp. 175, 179; or, substantially similar, *Jones v. H. D. & J. K. Crosswell*, C.C.A.S.C., 60 F.2d 827, 829.

**Like benefits.** Similar in salient features.

**Like character.** Similarity. *Bader v. Coale*, 48 Cal.App.2d 276, 119 P.2d 763, 765.

**Like-kind exchange.** An exchange of property held for productive use in a trade or business or for investment (except inventory and stocks and bonds) for other investment or trade or business property. Unless cash is received, the exchange is nontaxable. I.R.C. § 1031. Test for determining whether exchanged properties are of "like kind," such that gain from the exchange is not recognized for federal income tax purposes, is whether the property is of the same nature or character and a mere difference in grade or quality does not disqualify the exchange. *California Federal Life Ins. Co. v. C.I.R.*, C.A. 9, 680 F.2d 85, 87. *See also* Boot.

**Like-kind property.** *See* Like-kind exchange.

**Likelihood.** Probability. *Clark v. Welch*, C.C.A.Mass., 140 F.2d 271, 273. The word imports something less than reasonably certain.

**Likelihood of confusion.** Touchstone of trademark infringement under Lanham Trade-Mark Act is "likelihood of confusion," or whether substantial number of ordinarily prudent purchasers are likely to be misled or confused as to source of different product. *Mushroom Makers, Inc., v. R.G. Barry Corp.*, D.C.N.Y., 441 F.Supp. 1220, 1225. Factors to be considered in determining "likelihood of confusion" are the degree of resemblance between the marks in appearance, pronunciation, translation and suggestiveness, the intent of the second user in adopting the allegedly infringing mark, similarity of circumstances and conditions surrounding the purchase of the goods involved and the degree of care likely to be exercised by purchasers. *Schmid Laboratories v. Youngs Drug Products Corp.*, D.C.N.J., 482 F.Supp. 14, 17.

**Likely.** Probable. *Horning v. Gerlach*, 139 Cal.App. 470, 34 P.2d 504, 505. In all probability. *Neely v. Chicago Great Western R. Co.*, Mo.App., 14 S.W.2d 972, 978. Likely is word of general usage and common understanding, broadly defined as of such nature or so circumstantial as to make something probable and having better chance of existing or occurring than not. *People v. Randall*, Colo., 711 P.2d 689, 692.

**Limenarcha** /lɪmənɑrkə/. In Roman law, an officer who had charge of a harbor or port.

**Limine.** See Motion in limine.

**Limit, v.** To abridge, confine, restrain, and restrict. To mark out; to define; to fix the extent of. Thus, to limit an estate means to mark out or to define the period of its duration, and the words employed in deeds for this purpose are thence termed "words of limitation," and the act itself is termed "limiting the estate."

**Limit, n.** A bound; a restriction; a restraint; a circumscription. Boundary, border, or outer line of thing. Extent of power, right or authority conferred.

**Limitation.** Restriction or circumspection; settling an estate or property. A certain time allowed by a statute for bringing litigation (see *Statute of limitations, below*). The provisions of state constitution are not a "grant" but a "limitation" of legislative power. *Ellerbe v. David*, 193 S.C. 332, 8 S.E.2d 518, 520; *Mulholland v. Ayers*, 109 Mont. 558, 99 P.2d 234, 239. See also *Proviso*.

**Corporations.** Under statute providing that all corporations expiring by their own "limitation" shall for certain purposes be continued as bodies corporate for a term of three years, the word "limitation" is an act of limiting, a restriction of power, a qualification. *Porter v. Tempa Min. & Mill. Co.*, 59 Nev. 332, 93 P.2d 741, 743.

**Estates.** The restriction or circumscription of an estate, in the conveyance by which it is granted, in respect to the interest of the grantee or its duration. The specific curtailment or confinement of an estate, by the terms of the grant, so that it cannot endure beyond a certain period or a designated contingency. A "limitation" on a grant determines an estate upon the happening of the event itself without the necessity of doing any act to regain the estate, such as re-entry. *Gulf Production Co. v. Continental Oil Co., Tex.*, 132 S.W.2d 553, 563. A limitation, whether made by the express words of the party or existing in intendment of law, circumscribes the continuance of time for which the property is to be enjoyed, and by positive and certain terms, or by reference to some event which possibly may happen, marks the period at which the time of enjoyment shall end.

**Collateral limitation.** One which gives an interest in an estate for a specified period, but makes the right of enjoyment to depend on some collateral event, as an estate to A. till B. shall go to Rome.

**Conditional limitation.** A condition followed by a limitation over to a third person in case the condition be not fulfilled or there be a breach of it. A conditional limitation is where an estate is so expressly defined and limited by the words of its creation that it cannot endure for any longer time than till the contingency happens upon which the estate is to fail. Between conditional limitations and estates depending on conditions subsequent there is this difference: that in the former the estate determines as soon as the contingency happens; but in the latter it endures until the grantor or his heirs take advantage of the breach.

A conveyance of an estate in fee, subject to this limitation, passes the grantor's whole interest at once and creates an estate to arise and vest in a third person on contingency at a future uncertain time. *Roadcap v. County School Bd. of Rockingham County*, 194 Va. 201, 72 S.E.2d 250, 254.

In landlord and tenant law, a provision in a lease which gives a landlord added protection by enabling the landlord to end the term before its natural expiration date. *Varela v. Miller*, 204 Misc. 88, 120 N.Y.S.2d 688, 690. Such exists, for example, when lease provides that it shall terminate upon the happening of an event without any further election, entry, or re-entry. *Pisarek v. Sikora*, 29 Misc.2d 457, 216 N.Y.S.2d 202, 203.

**Contingent limitation.** When a remainder in fee is limited upon any estate which would by the common law be adjudged a fee tail, such a remainder is valid as a contingent limitation upon a fee, and vests in possession on the death of the first taker without issue living at the time of his death.

**Limitation in law.** A limitation in law, or an estate limited, is an estate to be holden only during the continuance of the condition under which it was granted, upon the determination of which the estate vests immediately in him in expectancy.

**Limitation over.** This term includes any estate in the same property created or contemplated by the conveyance, to be enjoyed after the first estate granted expires or is exhausted. *Lane v. Citizens & Southern Nat. Bank*, 195 Ga. 828, 25 S.E.2d 800, 802, 803. Thus, in a gift to A. for life, with remainder to the heirs of his body, the remainder is a "limitation over" to such heirs.

**Limitation title.** Full title, precluding all claims. *Free v. Owen*, 131 Tex. 281, 113 S.W.2d 1221, 1224.

**Special limitation.** A qualification serving to mark out the bounds of an estate, so as to determine it *ipso facto* in a given event, without action, entry, or claim, before it would, or might, otherwise expire by force of, or according to, the general limitation.

**Title by limitation.** A prescriptive title; one which is indefeasible because of the expiration of the time prescribed by the statute of limitations for the bringing of actions to test or defeat it.

**Words of limitation.** In a conveyance or will, words which have the effect of marking the duration of an estate are termed "words of limitation." Thus, in a grant to A. and his heirs, the words "and his heirs" are words of limitation, because they show that A. is to take an estate in fee-simple and do not give his heirs anything. *Summit v. Yount*, 109 Ind. 506, 9 N.E. 582.

**Limitation of actions.** See *Statute of limitations, below*.

**Limitation of assize.** In old practice, a certain time prescribed by statute, within which a man was required to allege himself or his ancestor to have been seized of lands sued for by a writ of assize.

**Statute of limitations.** Statutes of the federal government and various states setting maximum time periods during which certain actions can be brought or rights enforced. After the time period set out in the applicable statute of limitations has run, no legal action can be brought regardless of whether any cause of action ever existed.

A statute prescribing limitations to the right of action on certain described causes of action or criminal prosecutions; that is, declaring that no suit shall be maintained on such causes of action, nor any criminal charge be made, unless brought within a specified period of time after the right accrued. See *e.g.* 28 U.S.C.A. §§ 2401, 2501 (statutes of limitation for actions against U.S. government). In criminal cases, however, a statute of limitation is an act of grace, a surrendering by sovereign of its right to prosecute. See *e.g.* 18 U.S.C.A. § 3281 et seq. (statutes of limitations for federal criminal prosecutions). See also Laches; Statute (*Statute of repose*).

**Statute of repose compared.** While statutes of limitation are sometimes called "statutes of repose," the former bars right of action unless it is filed within a specified period of time after injury occurs, while "statute of repose" terminates any right of action after a specific time has elapsed, regardless of whether there has as yet been an injury. *Hanson v. Williams County, N.D.*, 389 N.W.2d 319, 321. See also Statute (*Statute of repose*).

**Words of limitation.** Words that limit or define the interest in land that a grantee receives such as "and his heirs." Language in a deed indicating how long the estate granted is to endure.

**Limitation of liability acts.** State and federal statutes that limit liability for certain types of damages (*e.g.*, pain and suffering) or limit liability of certain persons or groups (*e.g.*, liability of corporate directors for acts of corporation), or limit time period in which action can be maintained (see Limitation (*Statute of limitations*)). See also Cap; Federal Tort Claims Act; Sovereign Immunity; No-fault.

**Limitation of prosecutions.** See Limitation (*Statute of limitations*).

**Limitations, statute of.** See Limitation (*Statute of limitations*).

**Limited.** Restricted; bounded; prescribed. Confined within positive bounds; restricted in duration, extent, or scope.

As to *limited* Company; Divorce; Fee; and Partnership, see those titles.

**Ltd.** A designation following a corporate business name and indicating its corporate and limited liability status. It is found most commonly after British and Canadian

corporate names, though it is sometimes used in the United States.

**Limited administration.** An administration of a temporary character, granted for a particular period, or for a special or particular purpose.

**Limited admissibility.** In law of evidence, testimony or things may be admitted into evidence for a restricted purpose, and the trial judge should so instruct the jury at the time of its admission; *e.g.* prior contradictory statements are admissible to impeach but not admissible for the truth of the statements. However, if the evidence has multiple purposes, one being in violation of a constitutional protection for a criminal defendant, such evidence should not be admitted. *Bruton v. United States*, 391 U.S. 123, 88 S.Ct. 1620, 20 L.Ed.2d 476.

Similarly, evidence may frequently be competent as against one party, but not as against another, in which event the practice is to admit the evidence, with an instruction, if requested, that the jury are to consider it only as to the party against whom it is competent. *Fed.Evid.R.* 105.

**Limited appeal.** An appeal from only adverse portions of a decree; such is limited to the particular portions of the decree appealed from. *Fox v. River Heights*, 22 Tenn.App. 166, 118 S.W.2d 1104, 1114. See also Interlocutory appeal; Interlocutory Appeals Act.

**Limited court.** Where special authority, in derogation of common law, is conferred by statute on a court of general jurisdiction, it becomes an "inferior or limited court". For example, a probate court is a court of limited jurisdiction. *Partlow v. Partlow*, 246 Ala. 259, 20 So.2d 517, 518. See Limited or special jurisdiction.

**Limited divorce.** A divorce decree or judgment may be restricted to a dissolution of the marriage with no provision for support. In another sense, term refers to a divorce a mensa et thoro (from bed and board) with no right to remarry.

**Limited executor.** An executor whose appointment is qualified by limitations as to the time or place wherein, or the subject-matter whereon, the office is to be exercised; as distinguished from one whose appointment is absolute, *i.e.*, certain and immediate, without any restriction in regard to the testator's effects or limitation in point of time.

**Limited guaranty.** A limited guaranty is ordinarily one restricted in its application to a single transaction. *Cooling v. Springer*, 3 Terry 228, 30 A.2d 466, 469.

**Limited liability.** See Limitation of liability acts.

**Limited or special jurisdiction.** Jurisdiction of court which is confined to particular types of cases or actions, or which can be exercised only under the limitations and circumstances prescribed by the statute. A court's power over an action is governed generally by statute and some courts have limited authority or power and the limitation is in terms of the nature of the case (*e.g.* probate courts), or the amount in controversy (*e.g.* small claims court), or the type of crime with which the

defendant is charged or the age of the accused (e.g. juvenile courts). *See also* Limited court.

**Limited owner.** A tenant for life, or by the curtesy, or other person not having absolute ownership.

**Limited partner.** A person who has been admitted to a limited partnership as a limited partner in accordance with the partnership agreement. Uniform Partnership Act, § 101. A partner whose liability to third party creditors of the partnership is limited to the amount invested by such partner in the partnership. *See* Limited partnership. *Compare* General partner.

**Limited partnership.** Type of partnership comprised of one or more general partners who manage business and who are personally liable for partnership debts, and one or more limited partners who contribute capital and share in profits but who take no part in running business and incur no liability with respect to partnership obligations beyond contribution. *Evans v. Galardi*, 16 Cal.3d 300, 128 Cal.Rptr. 25, 30, 546 P.2d 313.

A partnership formed by two or more persons under the provisions of the Uniform Limited Partnership Act, having as members one or more general partners and one or more limited partners. The limited partners, as such, are not bound by the obligations of the partnership. Uniform Limited Partnership Act § 101(7). Most all states have adopted the Uniform Limited Partnership Act.

*See also* General partner; Limited partner.

**Master limited partnership.** A standard limited partnership in which its interests are publicly traded. "Master" merely refers to the two tier form often employed to meet state law requirements as to limited liability.

**Limited payment plan.** A policy upon a "limited payment plan" is a paid-up policy, and insurance upon which no further premium is to be paid. *Bankers Life & Loan Ass'n v. Chase*, Tex.Civ.App., 114 S.W.2d 374, 376.

**Limited policy.** Insurance policy specifically excluding certain classes or types of loss. *State Compensation Ins. Fund v. Industrial Accident Commission*, 56 Cal.App.2d 443, 132 P.2d 890, 894.

**Limited power of appointment.** Power of appointment is limited when it is exercisable only in favor of persons or a class of persons designated in the instrument creating the power. *Johnstone v. Commissioner of Internal Revenue*, C.C.A.9, 76 F.2d 55, 57. *See also* Power of appointment.

**Limited publication.** Copyrighted material loses its protected status if it is published without notice of copyright; an exception to such doctrine exists for material whose publication can be characterized as "limited," but to qualify as a "limited publication," the publication must communicate the contents of a manuscript to a definitely selected group and for a limited purpose without the right of diffusion, reproduction, distribution or sale. *Rexnord, Inc. v. Modern Handling Systems, Inc.*, D.C.Del., 379 F.Supp. 1190, 1197. Circulation must be

restricted both as to persons and purpose or it cannot be called a private or limited publication. *Conner v. Mark I, Inc.*, D.C.Ill., 509 F.Supp. 1179, 1180.

**Limit order.** Requests by customers to purchase or sell securities at the market price existing when the order reaches the exchange floor. A restriction on the sale or purchase of a security placed by a customer with a broker, limiting the price at which the customer is willing to buy or sell.

**Lincoln's Inn** /lɪŋkənz ɪn/. An inn of court. *See* Inns of Court.

**Lindbergh Act.** Federal law which punishes kidnapping for ransom or reward when the victim is transported from one state to another or to a foreign country. The failure to release the victim within 24 hours creates a rebuttable presumption that such person has been transported in interstate or foreign commerce. 18 U.S.C.A. § 1201.

**Line.** A demarcation, border, or limit. The boundary or line of division between two estates. Person's trade, occupation or business. Carrier's route.

*Building line.* *See* Building line.

*Collateral line.* *See* Descent.

*Descent.* *See* Descent.

*Direct line.* *See* Descent.

*Line by line budget.* A detailed itemization of all expenditures by budget line. *Block v. Sprague*, Sup., 24 N.Y.S.2d 245, 247.

*Line of an intersection.* A straight line substantially at right angles to bounds of highway at a point where, to the reasonable perception of a driver, the highway starts to widen as the result of the outcurving of its bounds to form the junction. *Beck v. Sosnowitz*, 125 Conn. 553, 7 A.2d 389, 391.

*Line of credit.* A margin or fixed limit of credit granted by one to another, typically from bank, retailer, or credit card issuer to customer, to the full extent of which the latter may avail himself in his dealings with the former, but which he must not exceed; usually intended to cover a series of transactions, in which case, when the customer's line of credit is nearly or quite exhausted, he is expected to reduce his indebtedness by payments before drawing upon it further. *Modoc Meat & Cattle Co. v. First State Bank of Oregon*, 271 Or. 276, 532 P.2d 21, 25. The maximum borrowing power (i.e. credit limit) of a person from a financial institution, credit card issuer, or the like. Agreement with bank or number of banks for short-term borrowings on demand.

*Line of duty.* In military law and usage, an act is said to be done, or an injury sustained, "in the line of duty," when done or suffered in the performance or discharge of a duty incumbent upon the individual in his character as a member of the military or naval forces. An injury suffered or disease contracted by a sailor is considered to have been in "line of duty" unless actually caused by something for which sailor is responsible which inter-

venes between his performance of duty and the injury or disease. *Meyer v. Dollar S. S. Line, C.C.A.Wash.*, 49 F.2d 1002, 1003. Phrase in Federal Tort Claims Act, as applicable to military and naval personnel, has no broader significance than "scope of employment" as used in master and servant cases. *State of Md., to Use of Bensus v. U.S., D.C.Pa.*, 221 F.Supp. 740, 743.

*Line of ordinary high tide.* Ordinary high tide may, for practical purposes, within a restricted area, be conceived as a level plane; the "line of ordinary high tide" is the intersection of said plane with the surface of the land. *Swarzwald v. Cooley*, 39 Cal.App.2d 306, 103 P.2d 580, 584. See *Tide*.

*Maternal line.* See *Maternal line*.

*Paternal line.* See *Paternal line*.

*Public utilities.* See *Public utility*.

**Linea** /líniyá/. Lat. A line; line of descent. See *Descent*.

**Lineage** /lín(i)yáj/. Race; progeny; family, ascending or descending. Line of descent from an ancestor, hence, family, race, stock. See also *Descent*.

**Lineal** /líniyál/. That which comes in a line; especially a direct line, as from father to son. Collateral relationship is not called "lineal," though the expression "collateral line," is not unusual. Proceeding in direct or unbroken line, hereditary, unbroken in course; distinguished from collateral, as lineal descent, lineal succession, having an ancestral basis or right. See also *Descent*.

**Lineal consanguinity** /líniyəl kònsæŋgwinədiy/. That kind of consanguinity which subsists between persons of whom one is descended in a *direct line* from the other; as between a particular person and his father, grandfather, great-grandfather, and so upward, in the direct ascending line; or between the same person and his son, grandson, great-grandson, and so downwards in the direct descending line. See *Descent*.

**Lineal descendant.** A person in the direct line of descent such as a child or grandchild as contrasted with a collateral descendant such as a niece.

**Lineal descent.** See *Descent*.

**Lineal heir** /líniyəl é(yə)r/. One who inherits in a line either ascending or descending from a common source as distinguished from a collateral heir. *Ferraro v. Augustine*, 45 Ill.App.2d 295, 196 N.E.2d 16, 19. The words "lineal heirs" like "heirs of the body" mean all lineal descendants to the remotest posterity and are words of "inheritance" and not of "purchase", unless the instrument clearly shows that they were used in a restricted sense to denote "children". *Sims v. Clayton*, 193 S.C. 98, 7 S.E.2d 724, 727. See also *Heirs*.

**Lineals.** Blood relatives of decedent.

**Lineal warranty.** A warranty by an ancestor from whom the title did or might have come to the heir.

**Linea obliqua** /líniyə əbláykwə/°əblíykwə/. In the civil law, the oblique line. More commonly termed "*linea transversalis*."

**Linea recta** /líniyə réktə/. The direct line; the vertical line. In computing degrees of kindred and the succession to estates, this term denotes the direct line of ascendants and descendants. Where a person springs from another immediately, or mediately through a third person, they are said to be in the direct line (*linea recta*), and are called "ascendants" and "descendants."

**Linea recta est index sui et obliqui; lex est linea recti** /líniyə réktə èst índeks s(y)úway èt əbláykway; léks èst líniyə réktə/. A right line is a test of itself, and of an oblique; law is a line of right.

**Linea recta semper præfertur transversali** /líniyə réktə sémpər præfártər trænsvərséylay/. The right line is always preferred to the collateral.

**Linea transversalis** /líniyə trænsvərséyləs/. A collateral, transverse, or oblique line. Where two persons are descended from a third, they are called "collaterals," and are said to be related in the collateral line (*linea transversa* or *obliqua*).

**Line of credit.** See *Line (Line of credit)*.

**Lines and corners.** In deeds and surveys, boundary-lines and their angles with each other.

**Lineup.** A police identification procedure by which the suspect in a crime is exhibited, along with others with similar physical characteristics, before the victim or witness to determine if he can be identified as having committed the offense. To be accepted as valid, the lineup must meet certain standards and be free of undue suggestiveness. *U. S. v. Wade*, 388 U.S. 218, 87 S.Ct. 1926, 18 L.Ed.2d 1149. If the standards are met, the person who has identified the defendant may so testify at trial. "Lineup" involves and requires lining up of a number of individuals from which one of those lined up may or may not be identified as committer of a crime and there cannot be a one-man lineup. *Dozie v. State*, 49 Wis.2d 209, 181 N.W.2d 369, 371.

Post-indictment lineups are considered to be a "critical stage" of criminal proceedings at which the accused has the constitutional right to be represented by counsel. *United States v. Wade*, 388 U.S. 218, 87 S.Ct. 1926, 18 L.Ed.2d 1149; *Gilbert v. California*, 388 U.S. 263, 87 S.Ct. 1951, 18 L.Ed. 1178.

Though stationhouse lineup may be suggestive, it is admissible if under totality of circumstances victim's identification was reliable. *Neil v. Biggers*, 409 U.S. 188, 93 S.Ct. 375, 34 L.Ed.2d 401.

Compare *Show-up*.

**Link.** A unit in a connected series; anything which serves to connect or bind together the things which precede and follow it. Thus, we speak of a "link in the chain of title." Something which binds together, or connects, separate things; a part of a connected series;



a tie, a bond. *City of Independence v. Board of Com'rs of Montgomery County*, 140 Kan. 661, 38 P.2d 105, 106.

As a unit of land measurement, *see* Land measure.

**Link-in-chain.** The 5th Amendment (U.S.Const.) privilege against self incrimination protects a witness not only from the requirement of answering questions which might call for directly incriminating answers but also from answers which might tie or link the defendant to criminal activity in the chain of evidence. *Estes v. Potter*, C.A.Tex., 183 F.2d 865. Immunity also protects one from such result. *State v. Buchanan*, Fla.App., 207 So.2d 711, 717.

**Liquere** /ləkwɪəri/. Lat. In the civil law, to be clear, evident, or satisfactory. When a *judex* was in doubt how to decide a case, he represented to the praetor, under oath, *sibi non liquere* (that it was not clear to him), and was thereupon discharged.

**Liquet** /likwət/. It is clear or apparent; it appears. *Satis liquet*, it sufficiently appears.

**Liquid.** Said of a business with a substantial amount (the amount is unspecified) of working capital, especially quick assets. *See also* Liquidity.

**Liquid assets.** Cash, or assets readily convertible to cash.

**Liquidate.** To pay and settle. To convert assets to cash. *Farmers State Bank & Trust Co. v. Brady*, 137 Tex. 39, 152 S.W.2d 729, 732; *Fleckner v. Bank of U. S.*, 21 U.S. (8 Wheat.) 338, 362, 5 L.Ed. 631. To adjust or settle a debt. *Belden v. Modern Finance Co.*, Ohio App., 61 N.E.2d 801, 804, 44 O.L.A. 163. To ascertain the amount, or the several amounts, of the liabilities of the debtor and apportion the assets toward discharge of the indebtedness, *Farmers State Bank & Trust Co. v. Brady*, 137 Tex. 39, 152 S.W.2d 729, 732; to ascertain the balance due and to whom payable, *State ex rel. Banister v. Cantley*, 330 Mo. 943, 52 S.W.2d 397, 399; to assemble and mobilize the assets, settle with the creditors and the debtors and apportion the remaining assets, if any, among the stockholders or owners, *United States v. Metcalf*, C.C.A.Cal., 131 F.2d 677, 679; to clear up, *State ex rel. Banister v. Cantley*, 330 Mo. 943, 52 S.W.2d 397, 399; *Fleckner v. Bank of U. S., La.*, 21 U.S. (8 Wheat.) 338, 362, 5 L.Ed. 631; to determine by agreement or litigation precise amount of indebtedness, *Continental Ins. Co. v. Harris*, 190 Ark. 1110, 82 S.W.2d 841, 843; to discharge, *Continental Ins. Co. v. Harris*, 190 Ark. 1110, 82 S.W.2d 841, 843; to extinguish an indebtedness, *Belden v. Modern Finance Co.*, Ohio App., 61 N.E.2d 801, 804, 44 O.L.A. 163; to gather in the assets, convert them into cash and distribute them according to the legal rights of the parties interested; to lessen, *Fleckner v. Bank of U. S., La.*, 21 U.S. (8 Wheat.) 338, 362, 5 L.Ed. 631; to make amount of indebtedness clear and certain, *Continental Ins. Co. v. Harris*, 190 Ark. 1110, 82 S.W.2d 841, 843; to reduce to precision in amount and to satisfy, *State ex rel. Banister v. Cantley*, 330 Mo. 943, 52 S.W.2d 397, 399; to sell, *Esser v. Chimel*, 27 Del.Ch. 69, 30 A.2d 685, 687; to "wind up" affairs of a business. *See*

*also* Bankruptcy proceedings; Liquidation; Settle; Settlement.

**Liquidated.** Ascertained; determined; fixed; settled; made clear or manifest. Cleared away; paid; discharged. Adjusted, certain, or settled. *Murchison v. Levy Plumbing Co.*, Tex.Civ.App., 73 S.W.2d 967, 968. Declared by the parties as to amount, *U. S. v. Skinner & Eddy Corporation*, D.C.Wash., 28 F.2d 373, 386; made certain as to what and how much is due, *Electrical Products Corporation of Oregon v. Ziegler Drug Stores*, 157 Or. 267, 71 P.2d 583, 584. Made certain or fixed by agreement of parties or by operation of law, *Miller v. Prince Street Elevator Co.*, 41 N.M. 330, 68 P.2d 663, 666. Settled, paid, discharged. *Trenton Banking Co. v. Kennedy*, 17 N.J.Misc. 222, 8 A.2d 232, 234. *See also* Liquidate; Liquidation; Settle; Settlement.

**Liquidated account.** An account whereof the amount is certain and fixed, either by the act and agreement of the parties or by operation of law. *Gasper v. Mayer*, 171 Okl. 457, 43 P.2d 467, 471; *Williamson v. City of Eastland*, Tex.Civ.App., 65 S.W.2d 774, 775.

**Liquidated claim.** Claim, amount of which has been agreed on by parties to action or is fixed by operation of law. *Tapp v. Tapp's Trustee*, 299 Ky. 345, 185 S.W.2d 534, 535; *United States Fidelity & Guaranty Co. v. American Bldg. Maintenance Co. of Los Angeles*, 7 Cal. App.2d 683, 46 P.2d 984, 988. A claim which can be determined with exactness from parties' agreement or by arithmetical process or application of definite rules of law, without reliance on opinion or discretion. *Lester N. Johnson Co., Inc. v. City of Spokane*, 22 Wash.App. 265, 588 P.2d 1214, 1221. Claim for debt or damages is "liquidated" in character if amount thereof is fixed, has been agreed upon, or is capable of ascertainment by mathematical computation or operation of law. *Robinson v. Loyola Foundation, Inc.*, Fla.App., 236 So.2d 154, 157.

**Liquidated damages.** *See* Damages.

**Liquidated debt.** A debt is liquidated when it is certain what is due and how much is due. That which has been made certain as to amount due by agreement of parties or by operation of law. *Gasper v. Mayer*, 171 Okl. 457, 43 P.2d 467, 471. *Compare* Unliquidated debt.

**Liquidated demand.** A demand the amount of which has been ascertained or settled by agreement of the parties, or otherwise. *Williamson v. City of Eastland*, Tex.Civ.App., 65 S.W.2d 774, 775. Amount claimed is a "liquidated demand" if it is susceptible of being made certain in amount by mathematical calculations from factors which are or ought to be in possession or knowledge of party to be charged. *Rifkin v. Safenovitz*, 131 Conn. 411, 40 A.2d 188, 189.

**Liquidating distribution.** A distribution by a partnership or corporation that is in complete liquidation of the entity's trade or business activities. Typically, such distributions generate capital gain or loss to the investors without regard, for instance, to the earnings and profits of the corporation or to the partnership's basis in

the distributed property. They can, however, lead to recognized gain or loss at the corporate level. *See also* Liquidating dividend; Liquidation.

**Liquidating dividend.** A distribution of assets in the form of a dividend from a corporation that is reducing capital or going out of business. Such a payment may arise, for example, when management decides to sell off certain company assets and distribute the proceeds to the shareholders. Such a distribution may not be from current or retained earnings. *See also* Liquidating distribution.

**Liquidating partner.** The partner who upon the dissolution or insolvency of the firm, is appointed to settle its accounts, collect assets, adjust claims, and pay debts.

**Liquidating trust.** A trust, the object of which is liquidation as soon as possible. *Helvering v. Washburn*, C.C.A.Minn., 99 F.2d 478.

**Liquidation.** The act or process of settling or making clear, fixed, and determinate that which before was uncertain or unascertained. Payment, satisfaction, or collection; realization on assets and discharge of liabilities. To clear away (to lessen) a debt. *Craddock-Terry Co. v. Powell*, 180 Va. 242, 22 S.E.2d 30, 34. To pay or settle. *In re Klink's Estate*, 310 Ill.App. 609, 35 N.E.2d 684, 687. To take over for collection. *Belden v. Modern Finance Co.*, Ohio App., 61 N.E.2d 801, 804, 44 O.L.A. 163. Winding up or settling with creditors and debtors. *Wilson v. Superior Court in and for Santa Clara County*, 2 Cal.2d 632, 43 P.2d 286, 288.

With respect to winding up of affairs of corporation, is process of reducing assets to cash, discharging liabilities and dividing surplus or loss. Occurs when a corporation distributes its net assets to its shareholders and ceases its legal existence.

The settling of financial affairs of a business or individual, usually by liquidating (turning to cash) all assets for distribution to creditors, heirs, etc. It is to be distinguished from dissolution which is the end of the legal existence of a corporation. Liquidation may precede or follow dissolution, depending upon statutes.

*See also* Bankruptcy proceedings; Distressed sale; Distribution in liquidation; Liquidate; Liquidated; Receivership.

**One month liquidation.** A special election available to certain shareholders of a corporation which determines how the distributions received in liquidation by the electing shareholders will be treated for Federal income tax purposes. In order to qualify for the election, the corporation must be completely liquidated within the time span of any one calendar month. I.R.C. § 333.

**Partial liquidation.** A partial liquidation occurs when some of the corporation's assets are distributed to its shareholders (usually on a pro rata basis) and the corporation continues doing business in a contracted form. Distributions of cash or property beyond the amount of earned surplus of a corporation is a partial liquidation.

**Tax implications.** In a complete or partial liquidation of a corporation, amounts received by the shareholders in

exchange for their stock are usually treated as a sale or exchange of the stock resulting in capital gain or loss treatment. Special rules apply to one month liquidations, twelve month liquidations, and the liquidation of a subsidiary.

**Twelve-month liquidation.** A provision of the Internal Revenue Code that requires a corporation selling property within the 12-month period from the adoption of a plan of liquidation to its complete liquidation to recognize no gain or loss on such sales. Generally, inventory is not included within the definition unless a bulk sale occurs. *See* I.R.C. § 337.

**Liquidation dividend.** Act or operation in winding up affairs of firm or corporation, a settling with its debtors and creditors, and an appropriation and distribution to its stockholders ratably of the amount of profit and loss. *Hellman v. Helvering*, 63 App.D.C. 18, 68 F.2d 763, 765. *See also* Liquidating dividend.

**Liquidation price.** A price paid for property sold to liquidate a debt. Usually less than market value since there is pressure to sell or a forced sale, either of which does not usually bring the highest price. *Compare* Going concern value.

**Liquidator.** A person appointed to carry out the winding up of a company. In England and Canada, a receiver who liquidates a corporation on dissolution.

**Liquid debt** /likwəd dé/. A debt immediately and unconditionally due. *See* Liquidated debt.

**Liquidity.** The status or condition of a person or a business in terms of his or its ability to convert assets into cash. The degree to which an asset can be acquired or disposed of without danger of intervening loss in nominal value. Money is the most liquid asset.

With respect to securities markets, refers to the market characteristic of a security or commodity with enough units outstanding and traded to allow large transactions to occur without a substantial variation in price. Most shares traded at the New York Stock Exchange have liquidity.

**Liquor.** Alcoholic beverage made by distillation; to be contrasted with wines which are made by fermentation. *See also* Alcoholic liquors; Intoxicating liquor.

**Liquor offenses.** Generic term describing crimes connected with the use, sale or abuse of intoxicating liquor or the absence of a license to sell liquor (*e.g.* federal liquor traffic offenses, 18 U.S.C.A. § 1261 et seq.). *See* Dram Shop Acts; Driving while intoxicated.

**Lis** /lís/. Lat. A controversy or dispute; a suit or action at law.

**Lis alibi pendens** /lís æləbay péndènz/. A suit pending elsewhere. The fact that proceedings are pending between a plaintiff and defendant in one court in respect to a given matter is a ground for preventing the plaintiff from taking proceedings in another court against the same defendant for the same object arising out of the same cause of action.

**Lis mota** /lís mówtə/. A controversy moved or begun. By this term is meant a dispute which has arisen upon a point or question which afterwards forms the issue upon which legal proceedings are instituted. After such controversy has arisen (*post litem motam*), it is held, declarations as to pedigree, made by members of the family since deceased, are not admissible.

**Lis pendens** /lís péndənz/. A pending suit. Jurisdiction, power, or control which courts acquire over property in litigation pending action and until final judgment.

A common-law doctrine, now codified in many states so as to condition its effect on the filing of a notice, that binds a purchaser or encumbrancer of property to the results of any pending lawsuit which may affect the title to, any lien on, or possession of the property. Purpose of "lis pendens" is to notify prospective purchasers and encumbrancers that any interest acquired by them in property in litigation is subject to decision of court and while it is simply a notice of pending litigation the effect thereof on the owner of property is constraining. *Beefy King Intern., Inc., v. Veigle*, C.A.Fla., 464 F.2d 1102, 1104.

**Notice of lis pendens.** A notice filed on public records for the purpose of warning all persons that the title to certain property is in litigation, and that they are in danger of being bound by an adverse judgment. The notice is for the purpose of preserving rights pending litigation. *Mitchell v. Federal Land Bank of St. Louis*, 206 Ark. 253, 174 S.W.2d 671, 674. This is termed a "notice of pendency" in New York. CPLR § 6501.

**List.** A docket or calendar of cases ready for trial or argument, or of motions ready for hearing. Entering in an official list or schedule; as, to list property for taxation, to put into a list or catalogue, to register, to list a property with a real estate broker. Official registry of voters. *See also* Docket; Listing.

**Listed.** Included in a list; put on a list; *e.g.* on a list of taxable persons or property. *See* Listing.

**Listed security.** A security of a company that has met the registration requirements of the SEC and has been accepted for trading on a securities exchange, having complied with the rules of the stock exchange on which it is traded. Such requirements include submitting periodic financial reports and consenting to certain supervision. "Unlisted" securities are traded on the over-the-counter markets. *See also* Listing (*Securities*); Offering.

**Dual listing.** Listing of a security on more than one security exchange.

**Listed security exchanges.** Organized secondary security markets that operate at designated places of business. The New York Stock Exchange (NYSE) is an example of a listed security exchange.

**Listers.** This word is used in some of the states to designate the persons appointed to make lists of taxables.

**Listing.** *Real estate.* An agreement between an owner of real property and a real estate agent, whereby the

agent agrees to attempt to secure a buyer or tenant for specific property at a certain price and terms in return for a fee or commission. The various types of real estate listings are as follows:

An *open* or *general listing* is the right to sell that may be given to more than one agent at a time. An *exclusive agency listing* is the right of one agent to be the only one other than the owner who may sell the property during a period of time. An *exclusive authorization to sell listing* is a written contract that gives one agent the sole right to sell the property during a time period. This means that even if the owner finds the buyer, the agent will get a commission. *Multiple listing* occurs when an agent with an exclusive listing shares information about the property sale with many members of a real estate association and shares the sale commission with an agent who finds the buyer. A *net listing* is an arrangement in which the seller sets a minimum price he or she will take for the property and the agent's commission is the amount the property sells for over that minimum selling price. *Nonexclusive listing* exists when the real estate broker has an exclusive listing as opposed to other agents, but the owner may sell the property without using an agent, and not be liable to pay a commission. Also called an agency agreement. An *open listing* obligates a seller to pay a commission when a specified broker makes a sale, but which reserves the right of the seller to sell his own property without paying a commission. Such listings may be given to any number of brokers on the same property.

*See also* Brokerage listing; Multiple listing; Open listing.

**Securities.** In securities, the contract between a firm and a stock exchange covering the trading of that firm's securities on the stock exchange. *See also* Listed security; Offering.

**Taxation.** "Listing property for taxation" is the making of a schedule or inventory of such property, whereby owner makes statement of property in response to assessor's inquiries. *Templing v. Bennett*, 156 Kan. 68, 131 P.2d 904, 907. The word listing ordinarily implies an official listing of the persons and property to be taxed, and a valuation of the property of each person as a basis of apportionment.

**Listing agent.** The broker's representative who obtains a listing agreement with the seller, as opposed to the selling agent who may represent another broker.

**List of creditors.** Documentation in the form of a list with names and addresses and amounts owed to creditors, required as a schedule in bankruptcy proceedings.

**List price.** The published or advertised price of goods which may change after negotiation and be reduced by a discount or rebate for prompt payment or volume purchase.

**Litem denunciare** /láytəm dənənsiyéiy/. Lat. In the civil law, to cast the burden of a suit upon another; particularly used with reference to a purchaser of property who, being sued in respect to it by a third person,

gives notice to his vendor and demands his aid in its defense.

**Litem suam facere** /láytəm s(y)úwəm fæsəriy/. Lat. To make a suit his own. Where a *judex*, from partiality or enmity, evidently favored either of the parties, he was said *litem suam facere*.

**Lite pendente** /láytiy pəndəntiyy/. Lat. Pending the suit.

**Litera** /litərə/. Lat. A letter. The letter of a law, as distinguished from its spirit. *See* Letter.

**Literacy**. Term as generally defined requires both ability to read and ability to write a language. *Castro v. State*, 2 C.3d 223, 85 Cal.Rptr. 20, 21, 466 P.2d 244.

**Literacy test**. Test required in certain states as a precondition to right to vote. Such tests are unconstitutional if invidiously discriminatory. *Lassiter v. Northhampton Election Bd.*, 360 U.S. 45, 79 S.Ct. 985, 3 L.Ed.2d 1072. The Voting Rights Act of 1965 suspended such tests in states where less than half the adult population were registered or had voted in the previous election.

**Literæ** /litəriy/. Letters. A term applied in old English law to various instruments in writing, public and private.

**Literæ dimissoriæ** /litəriy diməsóriyy/. Dimissory letters (*q.v.*).

**Literæ mortuæ** /litəriy mórtyuwiyy/. Dead letters; fulfilling words of a statute.

**Literæ patentēs** /litəriy pəténtiyy/. Letters patent; literally, open letters.

**Literæ patentēs regis non erunt vacuæ** /litəriy pəténtiyy riyjəs nɔn ɛrənt vəkjuwiyy/. The king's letters patent shall not be void.

**Literæ procuratoriæ** /litəriy prɔkyrətóriyy/. In old English law, letters procuratory; letters of procuracy; letters of attorney.

**Literæ recognitionis** /litəriy rəkəgnishiyównəs/. In maritime law, a bill of lading.

**Literæ scriptæ manent** /litəriy skríptiyy mænənt/. Written words last.

**Literæ sigillatæ** /litəriy sijələydiy/. In old English law, sealed letters. The return of a sheriff was so called.

**Literal** /litərəl/. According to language; following expression in words. A literal construction of a document adheres closely to its words, without making differences for extrinsic circumstances; a literal performance of a condition is one which complies exactly with its terms.

**Literal construction**. The interpretation of a document according to its words alone without any consideration of the intent of the parties who drafted or signed it beyond the fact that they used such language.

**Literal contract**. In Roman law, a species of written contract, in which the formal act by which an obligation was superinduced on the convention was an entry of the

sum due, where it should be specifically ascertained, on the debit side of a ledger. A contract, the whole of the evidence of which is reduced to writing, and binds the party who subscribed it, although he has received no consideration.

**Literal proof**. In the civil law, written evidence.

**Literary** /litərəhriy/. Pertaining to literature; connected with authors and the study or use of books and writings.

**Literary composition**. An original result of mental production, developed in a series of written or printed words, arranged for an intelligent purpose, in an orderly succession of expressive combinations. *See also* Literary work.

**Literary property**. The right which entitles an author and his assigns to all the use and profit of his composition, to which no independent right is, through any act or omission on his or their part, vested in another person. The exclusive right of owner to possess, use and dispose of intellectual productions. The term denotes the corporal property in which an intellectual production is embodied; and it may consist of letters, lectures, sermons or addresses. *Carpenter Foundation v. Oakes*, 26 Cal.App.3d 784, 103 Cal.Rptr. 368, 375. *See also* Copyright; Literary work.

**Literary work**. Under Copyright Act, "literary works" are works, other than audiovisual works, expressed in words, numbers, or other verbal or numerical symbols or indicia, regardless of the nature of the material objects, such as books, periodicals, manuscripts, phonorecords, film, tapes, disks, or cards in which they are embodied. 17 U.S.C.A. § 101.

**Literate**. A person is literate if he can read and write a language. Knowledgeable and educated.

**Literatura** /litərət(y)úra/. "*Ad literaturam ponere*" means to put children to school. This liberty was anciently denied to those parents who were servile tenants, without the lord's consent. The prohibition against the education of sons arose from the fear that the son, being bred to letters, might enter into holy orders, and so stop or divert the services which he might otherwise do as heir to his father.

**Literis obligatio** /litərəs ɔbləgəysh(iy)ow/. In Roman law, the contract of *nomen*, which was constituted by writing (*scripturâ*). It was of two kinds, viz.: (1) *A re in personam*, when a transaction was transferred from the daybook (*adversaria*) into the ledger (*codex*) in the form of a debt under the name or heading of the purchaser or debtor (*nomen*); and (2) *a personâ in personam*, where a debt already standing under one *nomen* or heading was transferred in the usual course of *novatio* from that *nomen* to another and substituted *nomen*. By reason of this transferring, these obligations were called "*nomina transcriptia*." No money was, in fact, paid to constitute the contract. If ever money was paid, then the *nomen* was *arcarium* (*i.e.*, a real contract, *re contractus*), and not a *nomen proprium*.

**Litigant.** A party to a lawsuit (*i.e.* plaintiff or defendant); one engaged in litigation; usually spoken of active parties, not of nominal ones.

**Litigare** /litəgəriy/. Lat. To litigate; to carry on a suit (*litem agere*), either as plaintiff or defendant; to claim or dispute by action; to test or try the validity of a claim by action.

**Litigate** /litəgeyt/. To dispute or contend in form of law; to settle a dispute or seek relief in a court of law; to carry on a lawsuit. To bring into or engage in litigation; the act of carrying on a suit in a law court; a judicial contest; hence, any controversy that must be decided upon evidence in a court of law. To make the subject of a lawsuit; to contest in law; to prosecute or defend by pleadings, evidence, and debate in a court. *Valley Exp., Inc. v. U. S., D.C.Wis., 264 F.Supp. 1006, 1009. See also Adjudge; Adjudication.*

**Litigation** /litəgəyshən/. A lawsuit. Legal action, including all proceedings therein. Contest in a court of law for the purpose of enforcing a right or seeking a remedy. A judicial contest, a judicial controversy, a suit at law.

**Litigious** /lətɪjəs/. That which is the subject of a lawsuit or action; that which is contested in a court of law. In another sense, "litigious" signifies fond of litigation; prone to engage in suits.

**Litigious right** /lətɪjəs raɪt/. In the civil law, a right which cannot be exercised without undergoing a lawsuit. *Civil Code La. art. 3556, par. 18.*

A right, to be considered "litigious" under Louisiana law, must be in litigation at time of the sale thereof, and ceases to be litigious if at time of the sale judgment has become final. *Saucier v. Crichton, C.C.A.La., 147 F.2d 430, 435.*

**Litis æstimatio** /laɪtəs ɛstəmeɪʃh(iy)ow/. Lat. The measure of damages.

**Litis contestatio** /laɪtəs kɒntəsteɪʃh(iy)ow/. Lat.

*Civil and Canon Law.* Contestation of suit; the process of contesting a suit by the opposing statements of the respective parties; the process of coming to an issue; the attainment of an issue; the issue itself.

*Ecclesiastical Courts.* The general answer made by the defendant, in which he denied the matter charged against him in the libel.

**Litis denunciatio** /laɪtəs dənənsiəʃh(iy)ow/. Lat. In old civil law, the process by which a purchaser of property, who is sued for its possession or recovery by a third person, falls back upon his vendor's covenant of warranty, by giving the latter notice of the action and demanding his aid in defending it.

**Litis dominium** /laɪtəs dəmɪniəm/. Lat. In old civil law, ownership, control, or direction of a suit. A fiction of law by which the employment of an attorney or proctor (*procurator*) in a suit was authorized or justified, he being supposed to become, by the appointment of his principal (*dominus*) or client, the *dominus litis*.

**Litis nomen omnem actionem significat, sive in rem, sive in personam sit** /laɪtəs nɔwmən ɒnməm ækshɪjəwnəm səgnɪfəkət, saɪvɪy ɪn rɛm, saɪvɪy ɪn pɛrsɔwnəm sɪt/. A lawsuit signifies every action, whether it be *in rem* or *in personam*.

**Litispence** /laɪtəspɛndəns/. An obsolete term for the time during which a lawsuit is going on.

**Litre** /liɪtər/. Fr. A measure of capacity in the metric system, being a cubic decimetre, equal to 61.022 cubic inches, or 2.113 American pints, or 1.76 English pints.

**Littering.** Littering is dumping, throwing, placing, depositing or leaving, or causing to be dumped, thrown, deposited or left any refuse of any kind or any object or substance which tends to pollute, mar or deface, into, upon or about: (a) Any public street, highway, alley, road, right-of-way, park or other public place, or any lake, stream, watercourse, or other body of water, except by direction of some public officer or employee authorized by law to direct or permit such acts; or (b) Any private property without the consent of the owner or occupant of such property.

**Littoral.** Belonging to shore, as of seas and great lakes. *Wernberg v. State, Alaska, 516 P.2d 1191, 1195.*

**Littoral land.** Land bordering ocean, sea, or lake.

**Littoral rights.** Rights concerning properties abutting an ocean, sea or lake rather than a river or stream (riparian). Littoral rights are usually concerned with the use and enjoyment of the shore. *See Water rights (Water rights).*

**Litura** /lət(y)úra/. Lat. In the civil law, an obliteration or blot in a will or other instrument.

**Litus** /laɪtəs/. In civil law, the bank of a stream or shore of the sea; the coast.

In old European law, a kind of servant; one who surrendered himself into another's power.

**Litus est quousque maximus fluctus a mari pervenit** /laɪtəs ɛst kwowáskwiy máksəməs fláktəs ɛy məraɪ pɛrvɪnət/. The shore is where the highest wave from the sea has reached.

**Litus maris** /laɪtəs mərés/. The sea-shore.

**Live, adj.** Having or possessing life. *See also Alive; Life.*

**Live, v.** To live in a place, is to reside there, to abide there, to occupy as one's home. *Leroux v. Industrial Accident Commission of California, 140 Cal.App. 569, 35 P.2d 624, 626. See also Domicile; Living; Residence.*

**Live and cohabit together as husband and wife.** As applied to common-law marriages, means a living together, claiming to be married, in the relationship of husband and wife. *Drummond v. Benson, Tex.Civ.App., 133 S.W.2d 154, 159.*

**Livelihood.** Means of support or subsistence.

**Livelode.** Maintenance; support.

**Livery** /lɪv(ə)riy/. In old English law, delivery of possession of their lands to the king's tenants *in capite* or tenants by knight's service. A writ which could be sued

out by a ward in chivalry, on reaching his majority, to obtain delivery of the possession of his lands out of the hands of the guardian.

Act of delivering legal possession of property. *See* Livery of seisin.

A particular dress or garb appropriate or peculiar to certain persons, as the members of a guild, or, more particularly, the servants of a nobleman or gentleman.

The privilege of a particular guild or company of persons, the members thereof being called "livery-men."

A contract of hiring out of work-beasts, particularly horses, to the use of the hirer. It is commonly used in the compound, "livery-stable." Feeding, stabling, and care of horses for pay. Rental of vehicles, boats, etc. Word "livery" as used in automobile policy excluding coverage for automobile while being used as a livery conveyance means the hiring out of horses and carriages or a concern offering vehicles of various kinds for rent. *Gagnard v. Thibodeaux*, La.App., 336 So.2d 1069, 1070.

**Livery conveyance.** A vehicle used indiscriminately in conveying the public, without limitation to certain persons or particular occasions or without being governed by special terms. *Elliott v. Behner*, 150 Kan. 876, 96 P.2d 852, 857.

**Livery in chivalry.** In feudal law, the delivery of the lands of a ward in chivalry out of the guardian's hands, upon the heir's attaining the requisite age,—twenty-one for males, sixteen for females. 2 Bl.Comm. 68.

**Livery office.** An office appointed for the delivery of lands.

**Livery of seisin** /lív(ə)riy əv siyzən/. The appropriate ceremony, at common law, for transferring the corporal possession of lands or tenements by a grantor to his grantee. It was livery *in deed* where the parties went together upon the land, and there a twig, clod, key, or other symbol was delivered in the name of the whole. Livery *in law* was where the same ceremony was performed, not upon the land itself, but in sight of it. 2 Bl.Comm. 315, 316.

**Lives in being.** As used in rule against perpetuities, means any lives in being at any time future interest is created, regardless of personal interest therein.

**Livestock.** Domestic animals used or raised on a farm. *Boland v. Cecil*, 65 Cal.App.2d 832, 150 P.2d 819, 822. The term in its generic sense includes all domestic animals. *Meador v. Unemployment Compensation Division of Industrial Accident Board*, 64 Idaho 716, 136 P.2d 984, 987. It includes fur bearing animals raised in captivity. *Fromm Bros. v. United States*, D.C.Wis., 35 F.Supp. 145, 147.

**Livestock insurance.** *See* Insurance.

**Live storage.** As applied to storage of automobiles in garages, "dead storage" is where cars not in use are deposited or put away, sometimes for the season, and "live storage" is the storage of cars in active daily use. *Hogan v. O'Brien*, 123 Misc. 865, 206 N.Y.S. 831, 832, affirmed 212 App.Div. 193, 208 N.Y.S. 477. The extent

of responsibility of a garage keeper for cars put in his garage sometimes depends on whether they are in "dead storage" or "live storage."

**Living.** Existing, surviving, or continuing in operation. Also means to abide, to dwell, to reside and literally signifies the pecuniary resources by means of which one exists. *Leroux v. Industrial Accident Commission of California*, 140 Cal.App. 569, 35 P.2d 624, 626. *See also* Alive; Domicile; Life; Residence; Viable.

**Living apart.** To live in a separate abode. *McDaniel v. McDaniel*, 292 Ky. 56, 165 S.W.2d 966, 967. *See also* Living separate and apart.

**Living at time of another's death.** Remaining in life after such other person's death (*e.g.* surviving spouse). *Sabit v. Safe Deposit & Trust Co. of Baltimore*, 184 Md. 24, 40 A.2d 231, 238. *See* Survivor.

**Living in open and notorious adultery.** To constitute, parties must dwell together openly and notoriously as if conjugal relation existed between them. *People v. Potter*, 319 Ill.App. 409, 49 N.E.2d 307, 309. The parties must reside together in face of society as if conjugal relations existed between them, and fact of their so living and that they are not husband and wife must be known in community in which they reside. *Mathis v. State*, 60 Okl.Cr. 58, 61 P.2d 261, 267.

**Living issue.** Living children.

**Living separate and apart.** Exists where the spouses have come to a parting of the ways and have no present intention of resuming marital relations and taking up life together under the same roof, not where they are residing temporarily in different places for economic or social reasons. *Woodall v. Commissioner of Internal Revenue*, C.C.A.9, 105 F.2d 474, 477. This is a no-fault ground for divorce in many states when the spouses have lived apart for the statutorily prescribed period.

**Living together.** As respects court's right to allow suit money to wife in divorce action, means dwelling together in same house, eating at same table, the two parties holding themselves out to world and conducting themselves toward each other as husband and wife. *Lipp v. Lipp*, Mo.App., 117 S.W.2d 364-366.

**Living trust.** Trust which is operative during life of settlor; an active or inter vivos trust.

**Living will.** *See* Will.

**Living with husband.** Means to dwell, to reside, to make one's abiding place or home with him, and may also mean to cohabit. Living together as husband and wife in ordinary acceptance of words in common understanding; maintaining a home and living together in same household or actually cohabiting under conditions which would be regarded as constituting a family relation. *McPadden v. Morris*, 126 Conn. 654, 13 A.2d 679, 680.

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

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

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

**LL.B., LL.M., and LL.D.** Abbreviations used to denote, respectively, the three academic degrees in law,—bachelor, master, and doctor of laws; the latter commonly being an honorary degree. *See also* J.D.

**Lloyd's association.** *See* Lloyd's underwriters.

**Lloyd's bonds.** The name of a class of evidences of debt, used in England; being acknowledgments, by a borrowing company made under its seal, of a debt incurred and actually due by the company to a contractor or other person for work done, goods supplied, or otherwise, as the case may be, with a covenant for payment of the principal and interest at a future time, as distinct from a security for a present advance; thus its issuance does not depend on the borrowing power of the company.

**Lloyd's insurance.** Under this type of insurance, insurers are such as individuals and not as a corporate insurance company and the liability for loss is several and not joint. *Jones v. Hollywood Style Shop, Tex.Civ. App., 62 S.W.2d 167.* The "Lloyds' Plan," contemplates individual liability of the several underwriters. *Harris v. Prince, 132 Tex. 231, 121 S.W.2d 983, 986.* *See also* Lloyd's of London; Lloyd's underwriters; London Lloyds.

**Lloyd's of London.** An association in the city of London, originally for the transaction of marine insurance, the members of which underwrite one another's policies. An insurance mart in London at which individual underwriters gather to quote rates and write insurance on the widest variety of risks. *See also* London Lloyds.

**Lloyd's underwriters.** Any aggregation of individuals, who under a common name engage in the business of insurance for profit through an attorney-in-fact having authority to obligate the underwriters severally, within such limits as may be lawfully specified in the power of attorney, on contracts of insurance made or issued by such attorney-in-fact, in the name of such aggregation of individuals, to and with any person or persons insured. *N.Y.Consol. Laws, Insurance § 425.*

**Load.** The portion of the offering price of shares of mutual fund open-end investment companies that covers sales commissions and all other costs of distribution.

**Load fund.** *See* Load; Mutual Fund.

**Loading.** The act of putting a load on or in; as to load a car or a vessel.

The difference between gross and net premiums on insurance policies. *Metropolitan Life Ins. Co. v. Rouillard, 92 N.H. 16, 24 A.2d 264, 266; Magers v. Northwestern Mut. Life Ins. Co., 348 Mo. 96, 152 S.W.2d 148, 150.* In insurance, that portion of the premium used for meeting selling and administrative expenses beyond that portion required to meet the liability reserve. In

an open-end investment company, that portion of the price of the share added to cover selling expenses.

**Load line.** The depth to which a ship will sink in salt water when loaded. A design, painted on each side of vessel, intended as a guide to determine safe loading depth under various conditions. *The Indien, C.C.A.Cal., 71 F.2d 752, 759.*

**Loadmanage.** The pay to loadsmen; that is, persons who sail before ships, in barks or small vessels, with instruments for towing the ship and directing her course, in order that she may escape the dangers in her way.

**Loaf.** To spend time in idleness, to lounge or loiter about or along. *City of Olathe v. Lauck, 156 Kan. 637, 135 P.2d 549, 551.* *See also* Malingering.

**Loan.** A lending. Delivery by one party to and receipt by another party of sum of money upon agreement, express or implied, to repay it with or without interest. *Boerner v. Colwell Co., 21 Cal.3d 37, 145 Cal.Rptr. 380, 384, 577 P.2d 200.* Anything furnished for temporary use to a person at his request, on condition that it shall be returned, or its equivalent in kind, with or without compensation for its use. *Liberty Nat. Bank & Trust Co. v. Travelers Indem. Co., 58 Misc.2d 443, 295 N.Y. S.2d 983, 986.*

Bailment without reward, consisting of the delivery of an article by the owner to another person, to be used by the latter gratuitously, and returned either *in specie* or in kind. A borrowing of money or other personal property by a person who promises to return it.

"Loan" includes: (1) the creation of debt by the lender's payment of or agreement to pay money to the debtor or to a third party for the account of the debtor; (2) the creation of debt by a credit to an account with the lender upon which the debtor is entitled to draw immediately; (3) the creation of debt pursuant to a lender credit card or similar arrangement; and (4) the forbearance of debt arising from a loan. *Uniform Consumer Credit Code, § 3-106.*

*See also* Conventional loan; Equity loan; Fixed rate loan; Morning loan; Participation loan. For *term loan*, *see* Term.

**Amortized loan.** One which calls for periodic payments which are applied first to interest and then to principal as provided by the terms of the note.

**Bridge loan.** Short term loan needed to cover down payment and costs associated with purchase or construction of new home pending sale of existing home. *See* Bridge loan; *also* Construction loan, *below.*

**Call loan.** One which is payable on demand or call by the lender.

**Collateral loan.** One which is secured by property or securities. *See* Secured loan.

**Commercial loan.** Generally a short term loan for 30 to 90 days given by financial institutions.

**Commodity loan.** One which is secured by a commodity such as cotton or wool in the form of a warehouse receipt or other negotiable instrument.

**Consolidation loan.** A borrowing in which the proceeds of the loan are used to pay off other individual loans and create a more manageable debt.

**Construction loan.** Short-term interim loan for financing cost of building construction. Payments are made periodically as work is completed with repayment usually made from permanent mortgage funds secured by completed structure. Also referred to as *bridge loan*, above.

**Consumer loan.** One which is made or extended to a natural person for family, household, personal or agricultural purposes and generally governed by truth-in-lending statutes and regulations.

**Day loan.** One made to a broker on a day to day basis to finance his daily transactions.

**Demand loan.** One on which the lender may make demand or call at any time for repayment. See also *Call loan*, above.

**Equity loan.** See that topic.

**Installment loan.** One which is repaid according to its terms over a period of time in installments.

**Non-performing loan.** An outstanding loan that is not being repaid, i.e. neither payments on interest or principal are being made.

**Non-recourse loan.** Loans made to farmers by a government organization in exchange for a particular commodity; e.g. wheat or corn. They are called nonrecourse because the government can never demand payment for the loan.

**Personal loan.** One which is generally for a short period of time for personal as contrasted with commercial purposes. It may be secured or unsecured. See also *Consumer loan*, above.

**Secured loan.** One which is secured by property or securities. See also *Collateral loan*, above.

**Short-term loan.** One which runs for a period of less than a year and which is commonly evidenced by a note or other negotiable instrument.

**Time loan.** One which is made for a fixed period of time and which generally may not be repaid before the expiration of such time (without penalty) as distinguished from a call or demand loan.

**Loan association.** See Building and loan association.

**Loan certificates.** Certificates issued by a clearing-house to the associated banks to a specified per cent. of the value of the collaterals deposited by the borrowing banks with the loan committee of the clearing-house. Documents issued by a borrower to evidence participation in a loan for an extended term; formerly used by municipalities. These have been replaced, in the main, by coupon bonds. See also Certificate of indebtedness.

**Loan commitment.** Commitment to borrower by lending institution that it will loan a specific amount at a certain rate on a particular piece of real estate. Such commitment is usually limited to a specified time period (e.g. four months), which is commonly based on the estimated time that it will take the borrower to construct or purchase the home contemplated by the loan. See also Mortgage commitment.

**Loaned employee or servant.** Loaned servant is an employee who is loaned or hired out to another employer for some specific service or particular transaction and who is under exclusive control of that employer who may then be held vicariously liable for acts of employee under ordinary principles of respondeat superior. *Kiefer Concrete, Inc. v. Hoffman, Colo., 562 P.2d 745, 746.* Whether an employee should be regarded as a "loaned employee" in the service of a special employer, or whether he should be regarded as remaining in the service of his general employer, depends upon in whose work the employee was engaged at the time of injury. *Owen v. St. Louis Spring Co., 175 Tenn. 543, 136 S.W.2d 498-500.*

**Loaned servant doctrine.** Under the "loaned servant doctrine", when one lends his employee to another for a particular employment, employee, for anything done in that employment, must be dealt with as employee of one to whom he is lent. *Blair v. Durham, C.C.A.Tenn., 134 F.2d 729, 732.* This doctrine provides that if employer loans employee to another for performance of some special service, then that employee, with respect to that special service, may become employee of party to whom his services have been loaned. *Danek v. Meldrum Mfg. and Engineering Co., Inc., Minn., 252 N.W.2d 255, 258.* In order for employee to be a "loaned servant", it is not essential that general employer relinquish full control over his employee, or that special employee be completely subservient to borrower. *U. S. v. N. A. Degerstrom, Inc., C.A.Wash., 408 F.2d 1130, 1138.*

**Loan for consumption.** An agreement by which one person delivers to another a certain quantity of things which are consumed by the borrower, with the obligation to return as much of the same kind and quality. See also Loan for use.

**Loan for exchange.** A loan for exchange is a contract by which one delivers personal property to another, and the latter agrees to return to the lender a similar thing at a future time, without reward for its use. *Cal.Civil Code § 1902.*

**Loan for use.** The loan for use is an agreement by which a person delivers a thing to another, to use it according to its natural destination, or according to the agreement, under the obligation on the part of the borrower, to return it after he shall be done using it. *Civ.Code La. art. 2893.* A loan for use is a contract by which one gives to another the temporary possession and use of personal property, and the latter agrees to return the same thing to him at a future time, without reward for its use. *Slack v. Bryam, 299 Ky. 132, 184 S.W.2d 873, 876. Cal.Civil Code, § 1884.* A loan for use



is the gratuitous grant of an article to another for use, to be returned *in specie*, and may be either for a certain time or indefinitely, and at the will of the grantor.

Loan for use (called "*commodatum*" in the civil law) differs from a loan for consumption (called "*mutuum*" in the civil law), in this: that the *commodatum* must be specifically returned; the *mutuum* is to be returned in kind. In the case of a *commodatum*, the property in the thing remains in the lender; in a *mutuum*, the property passes to the borrower.

**Loan participation.** Loan provided by a group of lenders to a single borrower, which spreads the default risk of the loan among all lenders in the group.

**Loan ratio.** The ratio, expressed as a percentage, of the amount of a loan to the value or selling price of real property. Usually, the higher the percentage, the greater the interest charged. Maximum percentages for banks, savings and loan, or government insured loans, is set by statute. *See also* Loan-to-value ratio.

**Loansharking.** Practice of lending money at excessive and usurious interest rates, with the threat or employment of extortionate means to enforce repayment of the loan. Such activities are termed "extortionate credit transactions" under Federal Criminal Code. 18 U.S.C.A. § 891 *et seq.*

**Loan societies.** In English law, a kind of club formed for the purpose of advancing money on loan to the industrial classes.

**Loan-to-value ratio.** The percentage of purchase price to be financed with a mortgage. Common ratios are 80 and 90 percent. A down payment covers the rest of the purchase price.

**Loan value.** The maximum amount which can be safely lent on property or life insurance consistent with the lender's rights to protection in the event of the borrower's default.

**Lobbying.** All attempts including personal solicitation to induce legislators to vote in a certain way or to introduce legislation. It includes scrutiny of all pending bills which affect one's interest or the interests of one's clients, with a view towards influencing the passage or defeat of such legislation. *Thiles v. County Board of Sarpy County*, 189 Neb. 1, 200 N.W.2d 13, 18. Federal, and most state, statutes require that lobbyists be registered. *See* Lobbying acts.

**Lobbying acts.** Federal and state statutes governing conduct of lobbyists; *e.g.* Federal Regulation of Lobbying Act requires that lobbyists register with House and Senate and file quarterly reports of amount and source of payments received for lobbying activities. *See* 12 U.S.C.A. § 261 *et seq.*

**Lobbyist.** One who makes it a business to procure the passage or defeat of bills pending before a legislative body. *See also* Lobbying; Lobbying acts.

**L'obligation sans cause, ou sur une fausse cause, ou sur cause illicite, ne peut avoir aucun effet** /lòwbligasyòwn sòn kòwz, ùw sár (y)ùwn fòws kòwz, ùw sár

kòwz ilisíyt nà pyúwt əvwár owkyúwn sféy/. An obligation without consideration, or upon a false consideration (which fails), or upon unlawful consideration, cannot have any effect.

**Local.** Relating to place, expressive of place; belonging or confined to a particular place. Distinguished from "general," "personal," "widespread" and "transitory."

As to *local* Allegiance; Customs; Government; Tax and Venue, see those titles.

**Local act.** *See* Local law.

**Local actions.** Term embraces all actions in which the subject or thing sought to be recovered is in its nature local. Action which must be brought in jurisdiction of act or subject matter, as opposed to transitory action. Actions are "local" when the transactions on which they are based could not occur except in some particular place. One wherein all principal facts on which it is founded are of a local nature; as where possession of land is to be recovered, or damages for an actual trespass, or for waste affecting land, because in such case the cause of action relates to some particular locality, which usually also constitutes the venue of the action. A "transitory action" may be brought in any court of general jurisdiction in any district wherein defendant can be found and served with process, whereas in a "local action" the plaintiff must bring suit in the court designated, if not statutorily required to do otherwise. *Moreland v. Rucker Pharmacal Co.*, D.C.La., 59 F.R.D. 537, 540. *Compare* Transitory action.

**Local affairs.** The "local affairs" over which regulation, management and control are delegated to cities are affairs within the jurisdiction of the city by the law of its being. *Robia Holding Corporation v. Walker*, 136 Misc. 358, 239 N.Y.S. 659, 662.

**Local agent.** An agent at a given place or within a definite district. *Sharp & Dohme v. Waybourne*, Tex. Civ.App., 74 S.W.2d 413. An agent may be a general agent as to his powers, although he represents the company only in a particular locality or within a limited territory, and in the latter aspect is called a "local agent". *Prudential Ins. Co. of America v. Jenkins*, 290 Ky. 802, 162 S.W.2d 791, 795. An agent placed in charge of corporation's local business for purpose of winding it up. One appointed to act as the representative of a corporation and transact its business generally (or business of a particular character) at a given place or within a defined district. One who represents corporation in promotion of business for which it was incorporated, in county in which suit is filed. *National Hardware & Stove Co. v. Walters*, Tex.Civ.App., 58 S.W.2d 146. One who stands in shoes of corporation in relation to particular matters committed to his care and represents corporation in its business in either a general or limited capacity. A "local agent" to receive and collect money means an agent residing either permanently or temporarily within the state for purpose of his agency. *McDonald Service Co. v. Peoples Nat. Bank of Rock Hill, S.C.*, 218 N.C. 533, 11 S.E.2d 556, 558. By statute or court rule in most states, service of process on a foreign

corporation may be made on a local agent of such corporation. See Fed.R.Civil P. 4; New York C.P.L.R. §§ 308, 318.

**Local and special legislation.** Term applies to special or particular places or special and particular person, and is distinguished from general statute in operation and relation to classes of persons or subjects. *Madison County Board of Education v. Smith*, 250 Ky. 495, 63 S.W.2d 620.

**Local assessment.** A charge in the nature of tax, levied to pay the whole or part of the cost of local improvements (e.g. sewers, sidewalks) and assessed upon the various parcels of property specially benefited thereby. *See also* Local improvement assessment.

**Local chattel.** A thing is local that is fixed to the freehold.

**Local concern.** An activity is of "local concern" if it is exercised by the municipality in its proprietary capacity. *Luhrs v. City of Phoenix*, 52 Ariz. 438, 83 P.2d 283, 285.

**Local courts.** Courts whose jurisdiction is limited to a particular territory or district. The expression usually signifies the courts of the state, in opposition to the United States courts, or to municipal or county courts in contrast to courts with state-wide jurisdiction.

**Local government.** City, county, or other governing body at a level smaller than a state. Local government has the greatest control over real property, zoning, and other local matters.

**Local improvement.** A public improvement made in a particular locality, by which the real property adjoining or near such locality is specially benefited. *Floyd v. Parker Water & Sewer Sub-District*, 203 S.C. 276, 17 S.E.2d 223, 227.

**Local improvement assessment.** A charge placed upon lands within a given district to pay the benefits which the respective parcels of land derive from the improvement. *Wells v. Union Oil Co. of California*, 25 Cal. App.2d 165, 76 P.2d 696, 697. An assessment for construction of improvement; e.g. sewers. *University Nat. Co. v. Grays Harbor County*, 12 Wash.2d 549, 122 P.2d 501, 502.

**Locality.** A definite region in any part of space; geographical position. *Warnock v. Kraft*, 30 Cal.App.2d 1, 85 P.2d 505, 506. Place; vicinity; neighborhood; community. *Conley v. Valley Motor Transit Co., C.C.A. Ohio*, 139 F.2d 692, 693; *Lukens Steel Co. v. Perkins*, 70 App.D.C. 354, 107 F.2d 627, 631. *See also* Situs.

**Locality of a lawsuit.** Place where judicial authority may be exercised. *Neirbo Co. v. Bethlehem Shipbuilding Corporation*, 308 U.S. 165, 60 S.Ct. 153, 154, 84 L.Ed. 167. *See also* Venue.

**Localization.** The doctrine that concerns the amount and nature of local activity of a foreign corporation sufficient to subject it to the laws of the state in which it operates. *National Mutual Building and Loan Assoc. v. Brahan*, 193 U.S. 635, 24 S.Ct. 532, 48 L.Ed. 823.

**Local law.** A local law is one which relates or operates over a particular locality instead of over the whole territory of the state. *Ulrich v. Beatty*, 139 Ind.App. 174, 216 N.E.2d 737, 746. One which relates to particular persons or things or to particular persons or things of a class or which operates on or over a portion of a class instead of all of the class. In re *Annexation of Reno Quartermaster Depot Military Reservation to Independent School Dist. No. 34, Canadian County, Okl.*, 180 Okl. 274, 69 P.2d 659, 662.

The law of a particular jurisdiction as contrasted with the law of a foreign state. Term is used in conflicts to describe the power of the forum to determine questions of procedure while acknowledging the law of the situs to govern substantive questions. As used in the Restatement of this subject, the "local law" of a state is the body of standards, principles and rules, exclusive of its rules of conflict of laws, which the courts of that state apply in the decision of controversies brought before them. Restatement, Second, Conflicts, § 4(1).

**Local option.** An option of self-determination available to a municipality or other governmental unit to determine a particular course of action without specific approval from state officials. Local option is often used in local elections to determine whether the selling and consumption of alcoholic beverages will be permitted in local areas. Such is also used in many states to permit home rule elections for determining the structures of local governmental units. *See also* Home rule.

**Local rules.** Those promulgated in view of local physical conditions in the state, the character of the people, their peculiar customs, usages, and beliefs. Term may also refer to court rules adopted by individual U.S. district courts which supplement Federal Rules of Civil Procedure. *See* Fed.R.Civil P. 83.

**Local statute.** *See* Local law.

**Local usage.** A practice or method of dealing regularly observed in a particular place and such that it may be considered by the court under certain circumstances in interpreting a document. *See* U.C.C. § 1-205(2), (3). *See also* Custom and usage.

**Locare** /ləkəriy/. To let for hire; to deliver or bail a thing for a certain reward or compensation.

**Locarium** /ləkəriyəm/. In old European law, the price of letting; money paid for the hire of a thing; rent.

**Locataire** /ləwkətér/. In French law, a lessee, tenant, or renter.

**Locatarius** /ləwkətériyəs/. Lat. A deposittee.

**Locate.** To find. To discover by survey. *Guardian Trust Co. of Houston, Tex. v. Jefferson Lake Oil Co., C.C.A.La.*, 85 F.2d 465, 467. Also means to ascertain place in which something belongs. To ascertain and fix the position of something, the place of which was before uncertain or not manifest, as to locate the calls in a deed. To decide upon the place or direction to be occupied by something not yet in being, as to locate a road. To define location or limits, *Delaware, L. & W. R.*

Co. v. Chiara, C.C.A.N.J., 95 F.2d 663, 668; or designate site or place, Union Pac. R. Co. v. City of Los Angeles, 53 Cal.App.2d 825, 128 P.2d 408, 410. To settle or become situated or established.

**Located.** Having a physical presence or existence in a place.

**Locatio** /lowkáysh(iy)ow/. Lat. In the civil law, letting for hire.

**Locatio-conductio** /lowkáysh(iy)ow-kándáksh(iy)ow/. In the civil law a compound word used to denote the contract of bailment for hire, expressing the action of *both* parties, viz., a letting by the one and a hiring by the other.

**Locatio custodiae** /lowkáysh(iy)ow kastówdiyiy/. A letting to keep; a bailment or deposit of goods for hire. According to the classification of bailments at civil law, a "locatio custodiae" is the hiring of care and services to be bestowed on the thing delivered.

**Location.** Site or place where something is or may be located. Act of locating. *See also* Situs.

**Mining law.** The act of appropriating a mining claim (parcel of land containing precious metal in its soil or rock) according to certain established rules. It usually consists in placing on the ground, in a conspicuous position, a notice setting forth the name of the locator, the fact that it is thus taken or located, with the requisite description of the extent and boundaries of the parcel. *St. Louis Smelting, etc., Co. v. Kemp*, 104 U.S. 649, 26 L.Ed. 875; *Cole v. Ralph*, 252 U.S. 286, 40 S.Ct. 321, 326, 64 L.Ed. 567. In a secondary sense, the mining claim covered by a single act of appropriation or location. The act or series of acts whereby the boundaries of the claim are marked, etc., but it confers no right in the absence of discovery, both being essential to a valid claim. *United States v. Mobley*, D.C.Cal., 45 F.Supp. 407, 410. *See also* Mining claim; Mining location.

**Real property.** The designation of the boundaries of a particular piece of land, either upon record or on the land itself. The finding, surveying and marking out the bounds of a particular tract of land or mining claims. *See* Locative calls.

**Locatio operis** /lowkáysh(iy)ow ó(w)pəras/. In the civil law, the contract of hiring work, *i.e.*, labor and services. It is a contract by which one of the parties gives a certain work to be performed by the other, who binds himself to do it for the price agreed between them, which he who gives the work to be done promises to pay to the other for doing it.

**Locatio operis faciendi** /lowkáysh(iy)ow ó(w)pəras fəshiyénday/. A letting out of work to be done; a bailment of a thing for the purpose of having some work and labor or care and pains bestowed on it for a pecuniary recompense.

**Locatio operis mercium vehendarum** /lowkáysh(iy)ow ó(w)pəras mərs(h)(i)yəm viy(h)əndərəm/. A letting of work to be done in the carrying of goods; a contract of

bailment by which goods are delivered to a person to carry for hire.

**Locatio rei** /lowkáysh(iy)ow riýay/. A letting of a thing to hire. The bailment or letting of a thing to be used by the bailee for a compensation to be paid by him.

**Locative calls.** In a deed, patent, or other instrument containing a description of land, locative calls are specific calls, descriptions, or marks of location, referring to landmarks, physical objects, or other points by which the land can be exactly located and identified.

In harmonizing conflicting calls in a deed or survey of public lands, courts will ascertain which calls are locative and which are merely directory, and conform the lines to the locative calls; "directory calls" being those which merely direct the neighborhood where the different calls may be found, whereas "locative calls" are those which serve to fix boundaries.

**Locator** /lówkéytər/ləkéytər/. One who locates land, or sets the boundaries of a mining claim, or intends or is entitled to locate. *See* Finder; Location.

**Locatum** /ləkéytəm/. A hiring. *See* Bailment.

**Lockdown.** Temporary confinement of prisoners in their cells as security measure following escape, riot or other emergency. Permissible by compelling necessities of prison administration. *See* *Bell v. Wolfish*, 441 U.S. 520, 99 S.Ct. 1861, 60 L.Ed.2d 447; *Rhodes v. Chapman*, 452 U.S. 337, 101 S.Ct. 2392, 69 L.Ed.2d 59.

**Locked in.** A predicament of one who has profits on securities which he owns but which he is unwilling to sell because of the liability for capital gains. A fixed rate of return on an investment or savings instrument, or an interest rate on a loan, rate is assured for a specified period of time.

**Lockout.** Employer's withholding of work from employees in order to gain concession from them; it is employer's counterpart of employee's strike. *Smith v. Michigan Employment Sec. Commission*, 410 Mich. 231, 301 N.W.2d 285, 291. Refusal by employer to furnish available work to its regular employees, whether refusal is motivated by employer's desire to protect itself against economic injury, by its desire to protect itself at bargaining table, or by both. *Laclede Gas Co. v. N.L.R.B.*, C.A.Mo., 421 F.2d 610, 615.

**Lockup.** A place of detention in a police station, court or other facility used for persons awaiting trial.

In corporate law, a slang term that refers to the setting aside of securities for purchase by friendly interests in order to defeat or make more difficult a takeover attempt. A lockup option is a takeover defensive measure permitting a friendly suitor to purchase divisions of a corporation for a set price when any person or group acquires a certain percentage of corporation's shares. To be legal, such agreement must advance or stimulate the bidding process, so as to best serve the interests of the shareholders through encouraged competition. *MacAndrews & Forbes Holdings, Inc. v. Revlon, Inc.*, Del. Ch., 501 A.2d 1239, 1250. *See also* Poison pill; Porcupine provisions; White knight.

**Lococession.** The act of giving place.

**Loco parentis** /lówkow pærentəs/. See *In loco parentis*.

**Locum tenens** /lówkəm tɪnənz/"ten"/. Lat. Holding the place, a deputy, substitute, lieutenant, or representative.

**Locuples** /lókyəplɪz/. Lat. In the civil law, able to respond in an action; good for the amount which the plaintiff might recover.

**Locus** /lówkəs/. A place; the place where a thing is done.

**Locus contractus** /lówkəs kəntræktəs/. The place of a contract; the place where a contract is made. The place where the last act is performed which makes an agreement a binding contract. *Grain Dealers Mut. Ins. Co. v. Van Buskirk*, 241 Md. 58, 215 A.2d 467, 471.

**Locus contractus regit actum** /lówkəs kəntræktəs rɪjət æktəm/. The place of the contract governs the act. *Scudder v. Union Nat. Bank*, 91 U.S. 406, 23 L.Ed. 245. See *Lex loci*.

**Locus criminis** /lówkəs krɪmənəs/. The locality of a crime; the place where a crime was committed.

**Locus delicti** /lówkəs dəlɪktay/. The place of the offense; the place where an offense was committed. State where last event necessary to make actor liable occurs. *Hunter v. Derby Foods, C.C.A.N.Y.*, 110 F.2d 970, 972.

**Locus in quo** /lówkəs ɪn kwów/. The place in which. The place in which the cause of action arose, or where anything is alleged, in pleadings, to have been done. The phrase is most frequently used in actions of trespass *quare clausum fregit*.

**Locus partitus** /lówkəs partáytəs/. In old English law, a place divided. A division made between two towns or counties to make out in which the land or place in question lies.

**Locus pœnitentiæ** /lówkəs pènəténshiyiy/. A place for repentance; an opportunity for changing one's mind; an opportunity to undo what one has done; a chance to withdraw from a contemplated bargain or contract before it results in a definite contractual liability; a right to withdraw from an incompleting transaction. *Morris v. Johnson*, 219 Ga. 81, 132 S.E.2d 45, 51. Also, used of a chance afforded to a person, by the circumstances, of relinquishing the intention which he has formed to commit a crime, before the perpetration thereof.

**Locus pro solutione reditus aut pecuniæ secundum conditionem dimissionis aut obligationis est stricte observandus** /lówkəs prɔw səl(y)ùwshiyówniy rédətəs òt pækýúwniyiy səkándəm kændishiyównəm dəmis(h)-iyównəs òt òblægèyshiyównəs èst striktiy òbsærvændəs/. The place for the payment of rent or money, according to the condition of a lease or bond, is to be strictly observed.

**Locus publicus** /lówkəs pəbləkəs/. In the civil law, a public place.

**Locus regit actum** /lówkəs rɪjət æktəm/. In private international law, the rule that, when a legal transac-

tion complies with the formalities required by the law of the country where it is done, it is also valid in the country where it is to be given effect, although by the law of that country other formalities are required.

**Locus rei sitæ** /lówkəs ríyay sáytiy/. The place where a thing is situated. In proceedings *in rem*, or the real actions of the civil law, the proper forum is the *locus rei sitæ*.

**Locus sigilli** /lówkəs səjɪlay/. In place of the seal; the place occupied by the seal of written instruments. Usually abbreviated to "L.S." on documents in place of a seal.

**Locus standi** /lówkəs stánday/. A place of standing; standing in court. A right of appearance in a court of justice, or before a legislative body, on a given question.

**Lode.** Any zone or belt of mineralized rock lying within boundaries clearly separating it from neighboring rock. *Bowen v. Chemi-Cote Perlite Corp.*, 5 Ariz.App. 28, 423 P.2d 104, 117, 121, 123.

**Lodemanager** /lówdmænəj/. The hire of a pilot for conducting a vessel from one place to another.

**Lodestar Rule.** In determining amount of statutorily authorized attorneys' fees, "lodestar" is equal to number of hours reasonably expended multiplied by prevailing hourly rate in community for similar work and is then adjusted to reflect other factors such as contingent nature of suit and quality of representation. *Cooper Liquor, Inc. v. Adolph Coors Co.*, C.A.Tex., 684 F.2d 1087, 1092. See also *Equal Access to Justice Act; Fee*.

**Lodger.** An occupant who has mere use without actual or exclusive possession. *Roberts v. Casey*, 36 Cal. App.2d, Supp. 767, 93 P.2d 654, 657, 658, 659; *Coggins v. Gregorio*, C.C.A.N.M., 97 F.2d 948, 951. Person who rents a furnished room or rooms.

Lodger has been defined as a tenant of part of another's house, one who for time being has his home at his lodging place, one who has leave to inhabit another man's house, one who inhabits portion of a house of which another has general possession and custody, one who lives at board or in a hired room or who has a bed in another's house, one who lives in a hired room or rooms in house of another, one who occupies hired apartments in another's house. The term is also defined as a person who lives and sleeps in a place, a person whose occupancy is a part of a house and subordinate to and in some degree under the control of a landlord or his representative. The term is used to indicate a personal relationship of some one lodging somewhere with somebody. *Marden v. Radford*, 229 Mo.App. 789, 84 S.W.2d 947, 955, 957, 959.

**Lodging house.** A house where lodgings are let; houses containing furnished apartments which are let out by the week or by the month, without meals, or with limited meals. *Marden v. Radford*, 229 Mo.App. 789, 84 S.W.2d 947, 955.

**Lodging place.** A place of rest for a night or a residence for a time; a temporary habitation.

**Lodgings.** Habitation in another's house; apartments in another's house, furnished or unfurnished, occupied for habitation; the occupier being termed a "lodger."

**Lods et ventes** /lów èy vón/. In old French and Canadian law, a fine payable by a *roturier* on every change of ownership of his land; a mutation or alienation fine.

**Logbook.** A ship's or aircraft's journal containing a detailed account of the ship's course, with a short history of every occurrence during the voyage.

**Logia** /lój(iy)ə/. A small house, lodge, or cottage.

**Logic.** The science of reasoning, or of the operations of the understanding which are subservient to the estimation of evidence. The term includes both the process itself of proceeding from known truths to unknown, and all other intellectual operations, in so far as auxiliary to this.

**Logical relationship.** Under "logical relationship" test for determining whether counterclaim is sufficiently related to main claim to be compulsory, logical relationship is found when same operative facts serve as basis of both claims or aggregate core of facts upon which claim rests activates additional legal rights, otherwise dormant, in the defendant. *U.S. v. Aronson, C.A.Fla., 617 F.2d 119, 121.*

**Logical relevancy.** Existence of such a relationship in logic between the fact of which evidence is offered and a fact in issue that the existence of the former renders probable or improbable the existence of the latter.

**Logium** /lój(iy)əm/. In old records, a lodge, hovel, or outhouse.

**Logographus** /lògəgráfəs/. In Roman law, a public clerk, register, or book-keeper; one who wrote or kept books of accounts.

**Log rolling.** A legislative practice of embracing in one bill several distinct matters, none of which, perhaps, could singly obtain the assent of the legislature, and then procuring its passage by a combination of the minorities in favor of each of the measures into a majority that will adopt them all.

Practice of including in one statute or constitutional amendment more than one proposition, inducing voters to vote for all, notwithstanding they might not have voted for all if amendments or statutes had been submitted separately.

**Loiter** /lóiytər/. To be dilatory; to be slow in movement; to stand around or move slowly about; to stand idly around; to lag behind; to linger or spend time idly. Traditionally includes acts constituting vagrancy and as such, many ordinances have been struck as unconstitutionally vague. See *Papachristou v. City of Jacksonville, 405 U.S. 156, 92 S.Ct. 839, 31 L.Ed.2d 110.* See also *Vagrancy.*

Term as used in statute prohibiting loitering or prowling upon the private property of another, means to be slow in moving, to delay, to linger, to saunter, to lag behind. *State ex rel. Purcell v. Superior Court In and*

*For Maricopa County, 111 Ariz. 582, 535 P.2d 1299, 1301.*

**Lombardian law.** See *Lex longobardorum.*

**Lombards.** A name given to the merchants of Italy, numbers of whom, during the twelfth and thirteenth centuries, were established as merchants and bankers in the principal cities of Europe.

**London Lloyds.** Voluntary association of merchants, shipowners, underwriters, and brokers, which writes no policies, but, when broker for one wishing insurance posts particulars of risk, underwriting members wishing to so subscribe name and share of total that each wishes to take, and policy is issued when total is reached containing names of underwriters bound thereby and name of attorney in fact who handles insurance affairs of the group. See *Lloyd's of London.*

**Long.** In various compound legal terms (see *infra*) this word carries a meaning not essentially different from its signification in the vernacular.

**Long account.** An account involving numerous separate items or charges, on one side or both, or the statement of various complex transactions, such as a court of equity will refer to a master, referee or commissioner.

**Longa patientia trahitur ad consensum** /lóngə pàsh-iyénsh(iy)ə tráhètər àd kənsénsəm/. Long sufferance is construed as consent.

**Longa possessio est pacis jus** /lóngə pəzэш(iy)ow èst péysəs jás/. Long possession is the law of peace.

**Longa possessio jus parit** /lóngə pəzэш(iy)ow jəs pàrət/. Long possession begets right.

**Longa possessio parit jus possidendi, et tollit actionem vero domino** /lóngə pəzэш(iy)ow pàrət jəs pəsidiyénday, èt tólət àkshiyównəm vírow dómənow/. Long possession produces the right of possession, and takes away from the true owner his action.

**Long arm statutes.** Various state legislative acts which provide for personal jurisdiction, via substituted service of process, over persons or corporations which are non-residents of the state and which voluntarily go into the state, directly or by agent, or communicate with persons in the state, for limited purposes, in actions which concern claims relating to the performance or execution of those purposes, *e.g.* transacting business in the state, contracting to supply services or goods in the state, or selling goods outside the state when the seller knows that the goods will be used or consumed in the state. See *International Shoe Co. v. State of Washington, 326 U.S. 310, 316, 66 S.Ct. 154, 158, 90 L.Ed. 95.* *E.g.* in New York, as to a cause of action arising from any of the following acts, the court may exercise personal jurisdiction over any nondomiciliary, or his executor or administrator, who in person or through agent: (1) Transacts any business within state; (2) commits tortious act other than defamation within state; (3) commits tortious act, other than defamation, outside state causing injury to person or property within state, if such nondomiciliary

regularly does or solicits business, or engages in any other persistent course of conduct, or derives substantial revenue from goods used or consumed or services rendered within state; or (4) owns, uses, or possesses real property within state. N.Y.Consol. Laws, CPLR § 302. See also Mass.G.L.A. c. 223A. See also Minimum contacts; Service (*Service of process*).

**Longevity pay.** Extra compensation for longevity in actual service in the army or navy. U. S. v. Alger, 151 U.S. 362, 14 S.Ct. 346, 38 L.Ed. 192; U. S. v. Stahl, 151 U.S. 366, 14 S.Ct. 347, 38 L.Ed. 194.

**Long parliament.** The name usually given to the parliament which met in November, 1640, under Charles I., and was dissolved by Cromwell on the 10th of April, 1653. The name "Long Parliament" is, however, also given to the parliament which met in 1661, after the restoration of the monarchy, and was dissolved on the 30th of December, 1678. This latter parliament is sometimes called, by way of distinction, the "long parliament of Charles II."

**Long position.** The status of one who owns securities which he holds in expectation of a rise in the market or for income as contrasted with one who goes in and out of the market on a short point spread.

In the language of the stock exchange, a broker or speculator is said to be "long" on stock, or as to a particular security, when he has in his possession or control an abundant supply of it, or a supply exceeding the amount which he has contracted to deliver, or, more particularly, when he has bought a supply of such stock or other security for future delivery, speculating on a considerable future advance in the market price. A trader is said to be "long" on the market when he takes the full price risk; *i.e.* gains if the market price goes up, and loses if it goes down. Valley Waste Mills v. Page, C.C.A.Ga., 115 F.2d 466, 467.

**Long robe.** A metaphorical expression designating the practice of profession of the law; as, in the phrase "gentlemen of the long robe."

**Longshore and Harbor Workers' Compensation Act.** Federal Act (33 U.S.C.A. § 901 et seq.) designed to provide workers' compensation benefits to employees, other than seamen, or private employers any of whose employees work in maritime employment upon the navigable waters of the United States (including any adjoining pier, wharf, dry dock, terminal, building way, marine railway, or other adjoining area customarily used by an employer in loading, unloading, repairing, or building a vessel). The principal employments subject to the Act are stevedoring and ship service operations. The Act is administered by the Office of Workers' Compensation Programs.

**Longshoreman.** A maritime laborer, such as a stevedore or loader, who works about wharves of a port. Duke v. Helena-Glendale Ferry Co., 203 Ark. 865, 159 S.W.2d 74, 77. Person who loads and unloads ships.

For federal compensation act covering seamen, see Jones Act.

**Long term capital gain.** See Capital (*Capital gain*).

**Long term capital loss.** See Capital (*Capital loss*).

**Long term debt.** Term generally refers to debt with a maturity date beyond one year.

**Long term financing.** A mortgage or deed of trust for a term of one year or more, as distinguished from construction, interim, or other short term loans.

**Long ton.** A measure of weight equivalent to 20 hundred-weight of 112 pounds each, or 2,240 pounds, as distinguished from the "short" ton of 2,000 pounds.

**Longum tempus et longus usus qui excedit memoria hominum sufficit pro jure** /lóngam témpas èt lóngas yúwsas kwày èksíydət məmóriyə hómənəm sáfəsət prów júriy/. Long time and long use, exceeding the memory of men, suffices for right.

**Look and listen.** The requirement that a man shall "look and listen" before crossing street railroad track means only that he shall observe and estimate with reasonable accuracy his distance from the car and the speed of its oncoming, and then make calculation and comparison of the time it will take the car to come and the time it will take to cross the track. Kansas City Public Service Co. v. Knight, C.C.A.Kan., 116 F.2d 233, 234.

**Lookout.** The exercise of ordinary diligence requires that the driver of a motor vehicle be on the lookout for other travelers so that he may avoid placing himself or them in peril. As variously expressed, the rule requires that a motorist maintain a reasonable and proper lookout, which implies being watchful of the movements of the driver's own vehicle as well as of the movements of other traffic; a careful lookout; an efficient lookout; a vigilant watch ahead. A lookout must be made from the most effective place reasonably possible. The failure of a motorist to exercise ordinary care with respect to lookout, proximately resulting in injury or damage, may constitute negligence. Pickett v. Travelers Indem. Co., C.A.Wis., 283 F.2d 835. That watchfulness which prudent and reasonable person must maintain for his own safety and safety of others taking into consideration circumstances with which he is immediately concerned or confronted. Cobb v. Atkins, 239 Ark. 151, 388 S.W.2d 8, 11.

Generally, a "lookout" is a person, other than pilot, who has duty of observing sounds, lights, echoes and obstructions to navigation and he is generally stationed on the bow of the vessel. Clary Towing Co., Inc. v. Port Arthur Towing Co., D.C.Tex., 367 F.Supp. 6, 12.

See also Proper lookout.

**Loophole.** In taxation, a provision in the tax code by which a taxpayer may legally avoid or reduce his income taxes. For example, prior to the Tax Reform Act of 1986, a tax shelter was an effective loophole in reducing an individual's taxes; however, with the change in the law, the advantages of such shelters have been substantially reduced.

**Loquela** /ləkwɪlə/. Lat. A colloquy; talk. In old English law, this term denoted the oral altercations of the parties to a suit, which led to the issue, now called the "pleadings." It also designated an "imparlance" (*q.v.*), both names evidently referring to the talking together of the parties. *Loquela sine die*, a postponement to an indefinite time.

**Loquendum ut vulgus; sentiendum ut docti** /ləkwɛndəm ət vɔlgəs, sɛnshɪjɛndəm ət dɔktay/. We must speak as the common people; we must think as the learned. This maxim expresses the rule that, when words are used in a technical sense, they must be understood technically; otherwise, when they may be supposed to be used in their ordinary acceptance.

**Lord.** A feudal superior or proprietor; one who granted a feudal estate in land to a tenant; one of whom a fee or estate is held.

A title of honor or nobility belonging properly to the degree of baron, but applied also to the whole peerage, as in the expression "the House of Lords." 1 Bl.Comm. 396-400. *See* House (*House of Lords*).

A title of office, as lord mayor, lord commissioner, etc.

*Law lords.* *See* Law.

*Lord and vassal.* In the feudal system, the grantor, who retained the dominion or ultimate property, was called the "lord," and the grantee, who had only the use or possession, was called the "vassal" or "feudatory."

*Lord chief baron.* The chief judge of the English court of exchequer, prior to the judicature acts.

*Lord chief justice.* *See* Justice.

*Lord high chancellor.* *See* Chancellor.

*Lord high steward.* In England, when a person was impeached, or when a peer was tried on indictment for treason or felony before the house of lords, one of the lords was appointed lord high steward, and acted as speaker *pro tempore*. The privilege of peerage in criminal proceedings was abolished in 1948.

*Lord high treasurer.* An officer formerly existing in England, who had the charge of the royal revenues and customs duties, and of leasing the crown lands. His functions are now vested in the lords commissioners of the treasury.

*Lord in gross.* In feudal law, he who is lord, not by reason of any manor, but as the king in respect of his crown, etc. "Very lord" is he who is immediate lord to his tenant; and "very tenant," he who holds immediately of that lord. So that, where there is lord paramount, lord mesne, and tenant, the lord paramount is not very lord to the tenant.

*Lord keeper.* Originally another name for the lord chancellor. After Henry II's reign they were sometimes divided, but now there cannot be a lord chancellor and lord keeper at the same time, for by St. 5 Eliz. c. 18, they are declared to be the same office.

*Lord lieutenant.* In English law, the viceroy of the crown in Ireland. The principal military officer of a

county, originally appointed for the purpose of mustering the inhabitants for the defense of the country.

*Lord mayor.* The chief officer of the corporation of the city of London was formerly so called. The origin of the appellation of "lord," which the mayor of London enjoyed was attributed to the fourth charter of Edward III, which conferred on that officer the honor of having maces, the same as royalty, carried before him by the sergeants.

*Lord mayor's court.* In English law, this was a court of record, of law and equity, and was the chief court of justice within the corporation of London. Such was abolished by the Courts Act of 1971.

*Lord of a manor.* The grantee or owner of a manor.

*Lord paramount.* A term applied to the King of England as the chief feudal proprietor, the theory of the feudal system being that all lands in the realm were held mediately or immediately from him.

*Lord's day.* A name sometimes given to Sunday.

*Lords justices of appeal.* In English law, the title of the ordinary judges of the court of appeal, by Jud.Act 1877, § 4. Prior to the judicature acts, there were two "lords justices of appeal in chancery," to whom an appeal lay from a vice-chancellor, by 14 & 15 Vict., c. 83.

*Lords of appeal.* Those members of the house of lords of whom at least three must be present for the hearing and determination of appeals. They are the lord chancellor, the lords of appeal in ordinary, and such peers of parliament as hold, or have held, high judicial offices, such as ex-chancellors and judges of the superior courts in Great Britain and Ireland.

*Lords of appeal in ordinary.* These are appointed to aid the house of lords in the hearing of appeals. They rank as barons for life, but sit and vote in the house of lords during the tenure of their office only.

*Lords of parliament.* Those who have seats in the house of lords.

*Lords ordainers.* Lords appointed in 1312, in the reign of Edward II, for the control of the sovereign and the court party, and for the general reform and better government of the country.

*Lords spiritual.* The archbishops and bishops who have seats in the house of lords.

*Lords temporal.* Those lay peers who have seats in the house of lords.

**Lord Campbell Act.** An act which fixes the maximum amount recoverable for wrongful death. Most states have such statutes. *See* Wrongful death statutes.

In England, also refers to the Libel Act of 1843 which permits the defendant in a libel action to assert the defense of truth and that the publication was made for the benefit of the public.

**Lord Mansfield's Rule.** Such rule renders inadmissible testimony by either spouse on the question of whether the husband had access to the wife at time of conception.

This Rule has been abandoned by several states as having outlived its original policy foundations. *Serafin v. Serafin*, 401 Mich. 629, 258 N.W.2d 461.

**Lordship.** In English law, dominion, manor, seignior, domain; also a title of honor used to a nobleman not being a duke. It is also the customary titular appellation of the judges, and some other persons in authority and office.

**LOSE.** To bring to destruction; to ruin; to destroy; to suffer the loss of; to be deprived of; to part with, especially in an accidental or unforeseen manner; as to lose an eye. *Logan v. Johnson*, 218 N.C. 200, 10 S.E.2d 653, 655. See also *Lost*; *Mislay*.

**Loss.** Loss is a generic and relative term. It signifies the act of losing or the thing lost; it is not a word of limited, hard and fast meaning and has been held synonymous with, or equivalent to, "damage", "damages", "deprivation", "detriment", "injury", and "privation". *Mason v. City of Albertville*, 276 Ala. 68, 158 So.2d 924, 927.

It may mean expenses exceeding costs; actual losses, *N. L. R. B. v. Cowell Portland Cement Co.*, C.C.A.9, 148 F.2d 237, 246; bad and uncollectible accounts, *damage*, *Wilbur v. U. S. ex rel. C. L. Wold Co.*, 58 App.D.C. 347, 30 F.2d 871, 872; a decrease in value of resources or increase in liabilities; depletion or depreciation or destruction of value; deprivation; destruction, *Wells v. Thomas W. Garland, Inc.*, Mo.App., 39 S.W.2d 409, 411; detriment, *United States v. City Nat. Bank of Duluth*, D.C.Minn., 31 F.Supp. 530, 534, 535; failure to keep that which one has or thinks he has; injury, *United Service Automobile Ass'n v. Miles*, 139 Tex. 138, 161 S.W.2d 1048; privation, *United States v. City Nat. Bank of Duluth*, D.C.Minn., 31 F.Supp. 530, 534, 535; ruin, *Logan v. Johnson*, 218 N.C. 200, 10 S.E.2d 653, 655; shrinkage in value of estate or property; state or fact of being lost or destroyed, *Logan v. Johnson*, 218 N.C. 200, 10 S.E.2d 653, 655; that which is gone and cannot be recovered or that which is withheld or that of which a party is dispossessed, *Walker v. Thomas*, 64 App.D.C. 148, 75 F.2d 667, 669; *Surety Co.*, 60 S.D. 100, 243 N.W. 664, 666; unintentional parting with something of value, *Providence Journal Co. v. Broderick*, C.C.A.R.I., 104 F.2d 614, 616.

The word in insurance policy in its common usage means a state of fact of being lost or destroyed, ruin or destruction. *Sitzman v. National Life & Acc. Ins. Co.*, 133 Ind.App. 578, 182 N.E.2d 448, 450.

See also *Actual loss*; *Capital (Capital loss)*; *Casualty loss*; *Consequential loss*; *Constructive loss*; *Constructive total loss*; *Damages*; *Direct loss*; *Disaster loss*; *General average loss*; *Hobby loss*; *Net operating loss*; *Pain and suffering*; *Partial loss*; *Pecuniary injury*; *Pecuniary loss*; *Reasonable certainty, rule of*; *Total loss*. As to loss of consortium, see *Consortium*; *salvage loss*, see *Salvage*; *proof of loss*, see *Proof*. Compare *Profit*.

**Disability benefits.** State workers' compensation laws, social security, and disability insurance contracts pro-

vide disability benefits for partial or permanent loss of use of limbs, eyes, etc.

**Insurance.** Ascertained liability of insurer, *Michel v. American Fire & Casualty Co.*, C.C.A.Fla., 82 F.2d 583, 586; decrease in value of resources or increase in liabilities; depletion or depreciation or destruction or shrinkage of value; injury, damage, etc., to property or persons injured; *Miles v. United Services Automobile Ass'n*, Tex.Civ.App., 149 S.W.2d 233, 235, 236; injury or damage sustained by insured in consequence of happening of one or more of the accidents or misfortunes against which insurer has undertaken to indemnify the insured; pecuniary injury resulting from the occurrence of the contingency insured against, *Ocean Accident & Guarantee Corporation v. Southwestern Bell Telephone Co.*, C.C.A.Mo., 100 F.2d 441, 446. Word "loss" implies that property is no longer in existence. *Littrell v. Allemania Fire Ins. Co. of Pittsburgh, Pa.*, 222 App.Div. 302, 226 N.Y.S. 243, 244.

"Loss of eye" means loss of use for any practical purpose, *Order of United Commercial Travelers of America v. Knorr*, C.C.A.Kan., 112 F.2d 679, 682. Loss of member or loss of an entire member means destruction of usefulness of member or entire member for purposes to which in its normal condition it is susceptible of application, in absence of more specific definition. Loss of use of hand means substantial and material impairment of use in practical performance of its function. Loss of use of member is equivalent to loss of member, *Continental Casualty Co. v. Linn*, 226 Ky. 328, 10 S.W.2d 1079, 1082, *Noel v. Continental Casualty Co.*, 138 Kan. 136, 23 P.2d 610. Loss of vision to extent that one cannot perceive and distinguish objects is "loss of sight".

To constitute "loss or damage by fire" existence of actual fire, which becomes uncontrollable or breaks out from where it was intended to be and becomes a hostile element, is sufficient. *Princess Garment Co. v. Fireman's Fund Ins. Co. of San Francisco, Cal.*, C.C.A.Ohio, 115 F.2d 380, 382.

The word "loss" in insurance policy in its common usage means a state of fact of being lost or destroyed, ruin or destruction. *Sitzman v. National Life & Acc. Ins. Co.*, 133 Ind.App. 578, 182 N.E.2d 448, 450.

**Loss carry-back.** See *Carry-back*.

**Loss carry-over (or Carry forward).** See *Carry-over*.

**Loss leader.** Item sold by a merchant at very low price and sometimes below cost in order to attract people to store with the hope that they will buy additional items on which a profit will be made. See also *Bait and switch*.

**Loss of bargain.** Under "loss of bargain" rule, applicable in common-law contract actions brought for misrepresentations in the nature of breaches of warranty, damages are measured by difference between value of goods as warranted and value as received. *Chrysler Corp. v. McMorries*, Tex.App. 7 Dist., 657 S.W.2d 858, 864.

**Loss of consortium.** See *Consortium*.



**Loss of earning capacity.** Damage to one's ability to earn wages in the future and recoverable as element of damage in tort actions. It is not the same as loss of earnings though loss of actual earnings is competent evidence of loss of earning capacity. A person unemployed at the time of the accident has an earning capacity though he has no earnings.

**Loss payable clause.** A clause in a fire insurance policy, listing the priority of claims in the event of destruction of the property insured. Generally, a mortgagee, or beneficiary under a deed of trust, is the party appearing in the clause, being paid to the amount owing under the mortgage or deed of trust before the owner is paid. A provision in property insurance contracts that authorizes payments to persons other than the insured to the extent that they have an insurable interest in the property.

**Loss payee.** Person named in insurance policy to be paid in event of loss or damage to property insured.

**Loss ratio.** In insurance, the proportion between premiums collected and loss payments made. In finance, loan losses of a bank or the receivable losses of a business compared to the assets of that class.

**Loss reserve.** That portion of insurance company's assets set aside for payment of losses which will probably arise or which have arisen but have not been paid.

**Lost.** An article is "lost" when the owner has lost the possession or custody of it, involuntarily and by any means, but more particularly by accident or his own negligence or forgetfulness, and when he is ignorant of its whereabouts or cannot recover it by an ordinarily diligent search. *See also* Lost property.

As applied to ships and vessels, the term means "lost at sea," and a vessel lost is one that has totally gone from the owners against their will, so that they know nothing of it, whether it still exists or not, or one which they know is no longer within their use and control, either in consequence of capture by enemies or pirates, or an unknown foundering, or sinking by a known storm, or collision, or destruction by shipwreck.

**Lost corner.** A point of survey whose position cannot be determined beyond reasonable doubt either from traces of the original marks or from acceptable evidence, and whose location can be restored only by reference to one or more independent corners. *Finley v. Yuba County Water Dist.*, 99 C.A.3d 691, 160 Cal.Rptr. 423, 426. *See* Corner.

**Lost or not lost.** A phrase sometimes inserted in policies of marine insurance. It signifies that the contract is meant to relate back to the beginning of a voyage now in progress, or to some other antecedent time, and to be valid and effectual even if, at the moment of executing the policy, the vessel should have already perished by some of the perils insured against, provided that neither party has knowledge of that fact or any advantage over the other in the way of superior means of information. *Hooper v. Robinson*, 98 U.S. 528, 25 L.Ed. 219; *Insurance Co. v. Folsom*, 85 U.S. (18 Wall.) 237, 21 L.Ed. 827.

**Lost papers.** Papers which have been so mislaid that they cannot be found after diligent search.

**Lost property.** Property which the owner has involuntarily parted with, through neglect, carelessness or inadvertence, and does not know where to find or recover it, not including property which he has intentionally concealed or deposited in a secret place for safe-keeping. Distinguishable from mislaid property which has been deliberately placed somewhere and forgotten. The majority of the states have adopted the Uniform Disposition of Unclaimed Property Act. *Compare* Property (*Mislaid property*).

A person who comes into control of property of another that he knows to have been lost, mislaid, or delivered under a mistake as to the nature or amount of the property or the identity of the recipient is guilty of theft if, with purpose to deprive the owner thereof, he fails to take reasonable measures to restore the property to a person entitled to have it. Model Penal Code § 223.5.

**Lost will.** A will which was once executed but cannot be found at death of testator. The contents can be proved by parol in many jurisdictions, though in some states there is a rebuttable presumption that a will once in existence has been revoked if it cannot be found at testator's death.

**Lot.** A number of associated persons or things taken collectively. *Hitchcock v. United States*, D.C.Mich., 36 F.Supp. 507, 510.

**Real estate.** A share; one of several parcels into which property is divided. Any portion, piece, division or parcel of land. Fractional part or subdivision of block, according to plat or survey, *Mawson-Peterson Lumber Co. v. Sprinkle*, 59 Wyo. 334, 140 P.2d 588, 591; portion of platted territory measured and set apart for individual and private use and occupancy, *Hunter v. Roman Catholic Bishop of Los Angeles and San Diego Corporation Sole*, 128 Cal.App. 90, 16 P.2d 1048, 1049.

A lot is commonly one of several other contiguous parcels of land making up a block. Real property is typically described by reference to lot and block numbers on recorded maps and plats.

Local zoning laws commonly require minimum lot sizes for residential and commercial building.

*See also* Minimum lot; Nonconforming lot; Parcel.

**Sales.** In sales, a parcel or single article which is the subject matter of a separate sale or delivery whether or not it is sufficient to perform the contract. U.C.C. § 2-105(5).

**Securities.** In securities and commodities market, a specified number of shares or specific quantity of a commodity designated for trading. *See* Odd lot; Odd lot doctrine.

**Lot and scot.** In English law, certain duties which formerly had to be paid by those who claimed to exercise the elective franchise within certain cities and boroughs, before they were entitled to vote.

**Lot book.** Plat book.

**Lotharwite, or leyerwit.** In old English law, a liberty or privilege to take amends for lying with a bondwoman without license.

**Lot line.** A boundary of a tract of land used to describe such land and often used in description of contiguous land.

**Lottery** /lótariy/. A chance for a prize for a price. A scheme for the distribution of a prize or prizes by lot or chance, the number and value of which is determined by the operator of lottery. *U.S. v. Baker*, C.A.Pa., 364 F.2d 107, 111. Essential elements of a lottery are consideration, prize and chance and any scheme or device by which a person for a consideration is permitted to receive a prize or nothing as may be determined predominantly by chance. *State v. Wassick*, W.Va., 191 S.E.2d 283, 288.

An unlawful gambling scheme in which (a) the players pay or agree to pay something of value for chances, represented and differentiated by numbers or by combinations of numbers or by some other media, one or more of which chances are to be designated the winning ones; and (b) the winning chances are to be determined by a drawing or by some other method based upon the element of chance; and (c) the holders of the willing chances are to receive something of value. *New Jersey Criminal Code*, § 2C:37-1.

Also defined as device whereby anything of value is for a consideration allotted by lot or chance. *State ex Inf. McKittrick v. Globe-Democrat Pub. Co.*, 341 Mo. 862, 110 S.W.2d 705, 713, 714, 717, 718. Game by which a person paying money becomes entitled to money or other thing of value on certain contingencies, determinable by lot cast in a particular way by the manager of the game; game of hazard in which small sums of money are ventured for chance of obtaining a larger value in money or other articles; *State v. Jones*, 44 N.M. 623, 107 P.2d 324, 326; gaming contract by which for a valuable consideration one may by favor of the lot obtain a prize of value superior to the amount or value of that which he risks, *Troy Amusement Co. v. Attenweiler*, 64 Ohio App. 105, 28 N.E.2d 207, 212, 17 O.O. 443; hazard in which sums are ventured for a chance of obtaining a greater value, *People v. Hines*, 284 N.Y. 93, 29 N.E.2d 483, 488. Scheme by which result is reached by some action or means taken, and in which result man's choice or will has no part nor can human reason, foresight, sagacity, or design enable him to know or determine such result until the same has been accomplished, *State v. Schwemler*, 154 Or. 533, 60 P.2d 938, 940; scheme for distribution of prizes or things of value by lot or chance, *Engle v. State*, 593 Ariz. 458, 90 P.2d 988, 992, 993; scheme for raising money by selling chances to share in distribution of prizes. Scheme where money is paid for chance of receiving money or a prize in return. *People v. Psallis*, Mag.Ct.N.Y., 12 N.Y. S.2d 796, 797, 798, 799. Scheme whereby one on paying money or other valuable thing to another becomes entitled to receive from him such a return in value or nothing as some formula of chance may determine. Scheme which, played or operated once, destroys the

value of ticket provided as the prizes are distributed. Scheme which tends to induce one to pay or agree to pay a valuable consideration for a chance to draw a prize.

A number of states, by statute, provide for state-run lotteries (e.g. *Mass.G.L. Ch. 10, § 22 et seq.*).

The advertising and sending of lottery tickets through the mails and by other instrumentalities of interstate commerce is prohibited by federal law. 18 U.S.C.A. § 1301 et seq., 1953. Though most states also have similar laws prohibiting such activities, these federal laws do not apply to state-run lotteries. 18 U.S.C.A. § 1307.

See also Dutch lottery; Gambling; Game of chance; Sweepstakes.

**Louage** /luwázh/. Fr. This is the contract of hiring and letting in French law, and may be either of things or of labor. The varieties of each are the following: 1. Letting of things,—*bail à loyer* being the letting of houses; *bail à ferme* being the letting of lands. 2. Letting of labor, *em loger* being the letting of personal services; *bail à cheptel* being the letting of animals.

**L'ou le ley done chose, la ceo done remedie a venger a ceo** /lúw lə léy dówn shówz, lə sów dówn rēmēdiy à vənáy à sów/. Where the law gives a right, it gives a remedy to recover.

**Love and affection.** Such is a sufficient consideration when a gift is contemplated, but is not considered "valuable" consideration where such is required. See *Nudum pactum*.

**Love-day.** In old English law, the day on which any dispute was amicably settled between neighbors; or a day on which one neighbor helps another without hire.

**Lowbote.** In old English law, a recompense for the death of a man killed in a tumult.

**Lower of cost or market.** A basis for inventory valuation where the inventory value is set at the lower of acquisition cost or current replacement cost (market).

**Lowers.** Fr. In French maritime law, wages.

**Lowest responsible bidder.** Bidder who not only has lowest price which conforms with the specifications, but also is financially able and competent to complete work as evidenced by prior performance.

**Low justice.** In old European law, jurisdiction of petty offenses, as distinguished from "high justice" (*q.v.*).

**Low-water mark.** Line on the shore marking the lowest ebb of the tide. See also *Water-mark*.

**Loyal.** Legal; authorized by or conforming to law. Also faithful in one's political relations; giving faithful support and allegiance to one's prince or sovereign or to the existing government. Faithful support to cause, ideal, office, or person.

**Loyalty.** Adherence to law. Faithfulness to one's office or sovereign or to the existing government.

**Loyalty oath.** An oath whereby an individual declares his allegiance to his government and its institutions and

disclaims any support of foreign ideologies or associations. Such oaths as are required of various classifications of public officials and persons working in "sensitive" government positions. See *e.g.* Art. II, § 1, cl. 7; Art. VI, cl. 3, U.S.Const. However, oaths too vague to specify clearly what constitutes seditious acts and utterances have been declared unconstitutional. *Communist Party of Indiana v. Whitcomb*, 414 U.S. 441, 94 S.Ct. 656, 38 L.Ed.2d 635. See also Oath.

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

**L.S.** An abbreviation for "*Locus sigilli*," the place of the seal; *i.e.*, the place where a seal is to be affixed, or a scroll which stands instead of a seal. See *Locus sigilli*.

**LSAT.** Law School Admission Test. This test is given to law school applicants. The LSAT is a half-day multiple choice test designed to measure certain basic reasoning abilities important in the study of law, general academic ability and command of written English. It provides two scores: an LSAT score and a writing ability (WA) score. The LSAT portion measures the ability to understand and reason with a variety of verbal, quantitative, and symbolic materials. The writing ability portion measures the use of standard English to express ideas clearly and precisely. The test is intended to supplement the undergraduate record and other information about the student in the assessment of potential for law school work. It covers a broad range of disciplines, measures skills acquired over a long period of time, and gives no advantage to students with particular specializations.

**Ltd.** Limited.

**Lubricum linguæ non facile trahendum est in pœnam** /lûwbrækam lîngwiy nòn fâsëliy trêhëndam èst in pînam/. A slip of the tongue ought not lightly to be subjected to punishment.

**Lucid.** Easily understood; clear; rational; sane.

**Lucid interval.** A temporary cure; temporary restoration to sanity. Intervals occurring in the mental life of an insane person during which he is completely restored to the use of his reason, or so far restored that he has sufficient intelligence, judgment, and will to enter into contractual relations, or perform other legal acts, without disqualification by reason of his disease. *Oklahoma Natural Gas Corporation v. Lay*, 175 Okl. 75, 51 P.2d 580, 583. With respect to marriage, refers to period of time during which person had sufficient mental capacity to know and understand nature and consequence of marriage relation, and the reciprocal and mutual duties and obligations thereof. *Carter v. Bacle*, Tex.Civ.App., 94 S.W.2d 817, 819. In connection with wills, a period of time within which an insane person enjoys the restoration of his faculties sufficiently to enable him to judge his act. In *re Cook's Estate*, 231 Or. 133, 372 P.2d 520, 522. See also *Insanity*.

**Lucra nuptialia** /l(y)ûwkræ nêpshiyéyl(i)yæ/. Lat. In Roman law, a term including everything which a husband or wife, as such, acquires from the estate of the other, either before the marriage, or on agreeing to it, or

during its continuance, or after its dissolution, and whether the acquisition is by pure gift, or by virtue of the marriage contract, or against the will of the other party by law or statute.

**Lucrativa causa** /l(y)ûwkrétáyvə kózæ/. Lat. In Roman law, a consideration which is voluntary; that is to say, a gratuitous gift, or such like. It was opposed to *onerosa causa*, which denoted a valuable consideration. It was a principle of the Roman law that two lucrative causes could not concur in the same person as regarded the same thing; that is to say, that, when the same thing was bequeathed to a person by two different testators, he could not have the thing (or its value) twice over.

**Lucrativa usucapio** /l(y)ûwkrétáyvə yûwz(y)uwkâpiyow/. Lat. This species of *usucapio* was permitted in Roman law only in the case of persons taking possession of property upon the decease of its late owner, and in exclusion or enforcement of the heir, whence it was called "*usucapio pro hærede*." The adjective "*lucrativa*" denoted that property was acquired by this *usucapio* without any consideration or payment for it by way of purchase; and, as the possessor who so acquired the property was a *malâ fide* possessor, his acquisition, or *usucapio*, was called also "*improba*" (*i.e.*, dishonest); but this dishonesty was tolerated (until abolished by Hadrian) as an incentive to force the *hæres* to take possession, in order that the debts might be paid and the sacrifices performed; and, as a further incentive to the *hæres*, this *usucapio* was complete in one year.

**Lucrative.** Yielding gain or profit; profitable; bearing or yielding a revenue or salary.

**Lucrative bailment.** See *Bailment*.

**Lucrative office.** One which yields a revenue (in the form of fees or otherwise) or a fixed salary to the incumbent. According to some authorities, one which yields a compensation supposed to be adequate to the services rendered and in excess of the expenses incidental to the office. One the pay of which is affixed to performance of duties of office.

**Lucre** /l(y)ûwkær/. Gain in money or goods; profit; usually in an ill sense, or with the sense of something base or unworthy.

**Lucri causa** /l(y)ûwkray kózæ/. Lat. In criminal law, a term descriptive of the intent with which property is taken in cases of larceny, the phrase meaning "for the sake of lucre" or gain.

**Lucrum** /l(y)ûwkræm/. A small slip or parcel of land.

**Lucrum cessans** /l(y)ûwkræm sésænz/. Lat. A ceasing gain, as distinguished from *damnum datum*, an actual loss. That element of contract damages which accounts for lost profits.

**Lucrum facere ex pupilli tutela tutor non debet** /l(y)ûwkræm féysariy èks p(y)æpily t(y)ætilyë tyútær nòn débæt/. A guardian ought not to make money out of the guardianship of his ward.

**Luctuosa hæreditas** /lêktyuwówsæ hæriydætæs/. A mournful inheritance. See *Hæreditas luctuosa*.

**Luctus** /lŏktŭs/. In Roman law, mourning. *See* Annus luctus.

**Luminare** /l(y)ŭwmŕnŕiy/. A lamp or candle set burning on the altar of any church or chapel, for the maintenance whereof lands and rent-charges were frequently given to parish churches, etc.

**Lumping sale.** As applied to judicial sales, this term means a sale in mass, as where several distinct parcels of real estate, or several articles of personal property, are sold together for a "lump" or single gross sum. *See* Bulk sale.

**Lump-sum alimony.** Settlement or payment of money or property in divorce action made in single payment instead of installments. Sometimes called "alimony in gross." *See* Alimony.

**Lump-sum distribution.** Single payment of the entire amount due at one time rather than in installments. Such distributions often occur from qualified pension or profit-sharing plans upon the retirement or death of a covered employee.

**Lump-sum payment.** A single payment in contrast to installments; *e.g.* single premium payment for life insurance; a single lump sum divorce settlement; or single worker's compensation payment in lieu of future monthly installment payments. *See also* Alimony.

**Lunacy.** *See* Insanity.

**Lunar.** Belonging to or measured by the revolutions of the moon.

**Lunar month.** *See* Month.

**Lunatic.** *See* Insanity.

**Lushborow** /lŕshbŕrow/lŕshbŕg/. In old English law, a base sort of money, coined beyond sea in the likeness of English coin, and introduced into England in the reign of Edward III. Prohibited by St. 25 Edw. III, c. 4.

**Luxury tax.** Generic term for excise imposed on purchase of items which are not necessities; *e.g.* tax on liquor or cigarettes.

**Lying by.** A person who, by his presence and silence at a transaction which affects his interests, may be fairly supposed to acquiesce in it, if he afterwards propose to disturb the arrangement, is said to be prevented from doing so by reason that he has been lying by. *See also* Estoppel.

**Lying in franchise.** A term descriptive of waifs, wrecks, estrays, and the like, which may be seized without suit or action.

**Lying in grant.** A phrase applied to incorporeal rights, incapable of manual tradition, and which must pass by mere delivery of a deed.

**Lying in wait.** Lying in ambush; lying hidden or concealed for the purpose of making a sudden and unexpected attack upon a person when he shall arrive at the scene. For purposes of aggravating circumstance, elements necessary to constitute "lying in wait" are watching, waiting and concealment from person killed with intent to kill or inflict bodily injury upon that person. *Davis v. State, Ind.*, 477 N.E.2d 889, 896. In some jurisdictions, where there are several degrees of murder, lying in wait is made evidence of that deliberation and premeditated intent which is necessary to characterize murder in the first degree.

**Lynch law.** A term descriptive of the action of unofficial persons, organized bands, or mobs, who seize persons charged with or suspected of crimes, or take them out of the custody of the law, and inflict summary punishment upon them, without legal trial, and without the warrant or authority of law.

**Lyndhurst's (Lord) Act** /lŕrd lŕnd(h)ŕrstŕ ŕkt/. This English statute (5 & 6 Wm. IV, c. 54) renders marriages within the prohibited degrees absolutely null and void. Theretofore such marriages were voidable merely.

**Lytæ** /lŕytiy/. In old Roman law, a name given to students of the civil law in the fourth year of their course, from their being supposed capable of *solving* any difficulty in law.