

I.

IABA

IABA.abbr.INTER-AMERICAN BAR ASSOCIATION.

IAF

IAF.abbr. INTER-AMERICAN FOUNDATION.

IAIP

IAIP.abbr.INFORMATION ANALYSIS AND INFRASTRUCTURE PROTECTION DIRECTORATE.

IBI

ibi. [Latin] There and then.

IBID.

ibid. (ib-id).abbr. [Latin ibidem] In the same place. • This abbreviation, used in citations (mostly outside law), denotes that the reference is to a work cited immediately before, and that the cited matter appears on the same page of the same book (unless a different page is specified). — Also termed ib. Cf. ID.

ICANN

ICANN.abbr. INTERNET CORPORATION FOR ASSIGNED NAMES AND NUMBERS.

ICC

ICC.abbr.1.INTERSTATE COMMERCE COMMISSION. 2.INTERNATIONAL CRIMINAL COURT.

ICJ

ICJ.abbr.INTERNATIONAL COURT OF JUSTICE.

ICPC

ICPC.abbr.INTERSTATE COMPACT ON THE PLACEMENT OF CHILDREN.

ICSID

ICSID (ik-sid).abbr. INTERNATIONAL CENTRE FOR THE SETTLEMENT OF INVESTMENT DISPUTES .

ICWA

ICWA.abbr.INDIAN CHILD WELFARE ACT.

ID.

id. (id).abbr. [Latin idem] The same. • Id. is used in a legal citation to refer to the authority cited immediately before <id. at 55>. Cf. IBID.

IDA

IDA.abbr. INVESTMENT-DIRECTION AGREEMENT.

IDEA

IDEA.abbr.INDIVIDUALS WITH DISABILITIES EDUCATION ACT.

IDEA–EXPRESSION DICHOTOMY

idea–expression dichotomy.Copyright. The fundamental rule that copyright law protects only specific expressions of an idea, not the idea itself. [Cases: Copyrights and Intellectual Property 4.5. C.J.S. Copyrights and Intellectual Property § 10.]

IDEM PER IDEM

idem per idem (I-dem p<<schwa>>r I-dem). [Latin] The same for the same. • This phrase refers to an illustration that adds nothing to a matter under consideration.

IDEM SONANS

idem sonans (I-dem soh-nanz), adj.[Latin] (Of words or names) sounding the same, regardless of spelling <the names Gene and Jean are idem sonans>. • In trademark law, the term designates a name that sounds close enough to a registered trademark to create confusion among consumers and infringe that mark, so the Steinway company was able to prevent a competitor from registering “Steinberg” for the name of its pianos.

“The names of parties should be correctly spelled, but misspelling which does not change the sound works no harm; it matters not how incorrectly names are spelled, if they are idem sonans (the same sound).” Edwin E. Bryant, *The Law of Pleading Under the Codes of Civil Procedure* 186 (2d ed. 1899).

idem sonans (I-dem soh-nanz), n.[Latin] A legal doctrine preventing a variant spelling of a name in a document from voiding the document if the misspelling is pronounced the same way as the true spelling. [Cases: Names 16.C.J.S. Names § 4.]

IDENTIFICATION OF GOODS

identification of goods.A process that enables a buyer to obtain an identifiable (and therefore insurable) interest in goods before taking possession from the seller. • The goods are identified in any manner agreed to by the parties. UCC § 2-501. [Cases: Sales 199, 208. C.J.S. Sales §§ 214–215, 217, 223–224.]

IDENTIFICATION PARADE

identification parade.See LINEUP.

IDENTIFIED ADOPTION

identified adoption. See private adoption under ADOPTION.

IDENTIFY

identify, vb. 1. To prove the identity of (a person or thing) <the witness identified the weapon>. 2. To look upon as being associated (with) <the plaintiff was identified with the environmental movement>. 3. To specify (certain goods) as the object of a contract <identify the appliances to the contract>. See IDENTIFICATION OF GOODS. [Cases: Sales 199, 208. C.J.S. Sales §§ 214–215, 217, 223–224.]

IDENTIFYING MATERIAL

identifying material. Copyright. A portion or representation of an entire work deposited with the U.S. Copyright Office. • A copyright registrant is required to deposit at least one complete copy of the work, and often two. If a trade secret would be disclosed by a deposit or if the work's nature (e.g., a holograph) makes deposit difficult, a substitution is acceptable. Common forms of identifying material are drawings, photocopies, and selected pages of computer-software programs and databases. [Cases: Copyrights and Intellectual Property 50.10. C.J.S. Copyrights and Intellectual Property §§ 38–39.]

IDENTIKIT

identikit. A collection of pictures of facial features, used by police to create a composite image of a suspect from witnesses' descriptions. • In Great Britain, the resulting image is called a photofit.

IDENTITATE NOMINIS

identitate nominis (I-den-ti-tay-tee nom-<<schwa>>-nis). See DE IDENTITATE NOMINIS .

IDENTITY

identity. 1. The identical nature of two or more things; esp., in patent law, the sameness in two devices of the function performed, the way it is performed, and the result achieved. • Under the doctrine of equivalents, infringement may be found even if the accused device is not identical to the claimed invention. See DOCTRINE OF EQUIVALENTS. [Cases: Patents 234–237. C.J.S. Patents §§ 414–415, 417–418, 425–426.] 2. Evidence. The authenticity of a person or thing. [Cases: Evidence 102. C.J.S. Evidence § 211.]

IDENTITY OF INTERESTS

identity of interests. Civil procedure. A relationship between two parties who are so close that suing one serves as notice to the other, so that the other may be joined in the suit. Fed. R. Civ. P. 15(c)(3). [Cases: Limitation of Actions 127. C.J.S. Limitations of Actions § 235.]

IDENTITY OF PARTIES

identity of parties. Civil procedure. A relationship between two parties who are so close that a

judgment against one prevents later action against the other because of *res judicata*. [Cases: Judgment 624–631, 665–678.C.J.S. Judgments §§ 697, 706, 828–833, 835, 837–840, 842–861, 912.]

identity theory of ademption. See ADEMPTION.

IDEO

ideo (I-dee-oh), adv. [Latin] Therefore; for that reason.

IDEO CONSIDERATUM EST

ideo consideratum est (I-dee-oh k<<schwa>>n-sid-<<schwa>>-ray-t<<schwa>>m est). [Latin] Hist. Therefore it is considered. • These words often prefaced a judgment at common law, and came to refer to the judgment itself. Cf. CONSIDERATUM EST PER CURIAM.

IDEOLOGICAL AGGRESSION

ideological aggression. 1. See hostile propaganda under PROPAGANDA. 2. See subversive propaganda under PROPAGANDA.

IDES

ides (Idz), n. [fr. Latin *idus*] (pl.) Roman law. In the Roman calendar, the ninth day after the Nones, being the 15th of March, May, July, and October, and the 13th of the other months. • In the calculation of the day, Nones is the first day counted. Cf. CALENDIS; NONES.

IDIOCHIRA

idiochira (id-ee-oh-kI-r<<schwa>>). [Greek “one's own hand”] Hist. An instrument executed privately, rather than before a public officer; esp., a deed written in one's own hand.

IDIOCY

idiocy. Archaic. The condition of a person who, from birth, has never had any glimmering of reasoning or intellectual faculties. — Also termed idiopathic insanity.

IDIOT

idiot. A person afflicted with profound mental retardation. • This term has largely fallen out of use in modern legal and medical contexts. Cf. IMBECILE.

IDIOTA

idiota (id-ee-oh-t<<schwa>>). [Latin] Civil law. 1. An unlearned, simple person. 2. A private person; one not in public office.

IDIOTA INQUIRENDO

idiota inquirendo (id-ee-oh-t<<schwa>> in-kwI-ren-doh or in-kw<<schwa>>-ren-doh). See DE IDIOTA INQUIRENDO.

ID NON AGEBATUR

id non agebatur (id non aj-⟨schwa⟩-bay-t⟨schwa⟩r). [Law Latin] Scots law. That was not done.

“The meaning of the words as they occur here is this: the deceased, when he valued the subjects, did not intend to depreciate their value for the purpose of benefiting the executor, — this was not in his consideration at all — this was not what he did (id non agebatur) by the valuation; therefore, the executor is bound for the true value of the subjects.” John Trayner, *Trayner's Latin Maxims* 245 (4th ed. 1894).

IDONEIS ARGUMENTIS

idoneis argumentis (I-doh-nee-is ahr-gyoo-men-tis). [Law Latin] Hist. By suitable arguments.

IDONEITAS

idoneitas (I-doh-nee-⟨schwa⟩-tas). [fr. Latin idoneus “suitable”] Hist. A person's ability or fitness. — Also termed idoneity.

IDONEUM SE FACERE; IDONEARE SE

idoneum se facere; idoneare se (I-doh-nee-⟨schwa⟩m see fay-s⟨schwa⟩-ree; I-doh-nee-air-ee see). [Law Latin “to make oneself sufficient; to clear oneself”] Hist. To purge oneself, by oath, of a crime that one is accused of committing.

IDONEUS

idoneus (I-doh-nee-⟨schwa⟩s), adj.[Latin] Roman law. (Of a person or thing) appropriate or suitable. • A responsible or solvent man, for example, was known as an idoneus homo, while a pledge of sufficient security was termed idonea cautio. — Also spelled (in English) idoneous.

IDP

IDP.abbr.INTERNALLY DISPLACED PERSON.

IDS

IDS.abbr. INFORMATION-DISCLOSURE STATEMENT.

I.E.

i.e.abbr.[Latin id est] That is <the federal government's highest judicial body, i.e., the Supreme Court>. Cf. E.G.

IFP

IFP.abbr.IN FORMA PAUPERIS.

IFP AFFIDAVIT

IFP affidavit.See poverty affidavit under AFFIDAVIT.

IGNIS JUDICIUM

ignis judicium (ig-nis joo-dish-ee-*<<schwa>>*m). [Latin] Hist. Trial by fire. See ordeal by fire under ORDEAL.

IGNOMINY

ignominy (ig-n*<<schwa>>*-min-ee). Public disgrace or dishonor. — ignominious,adj.

IGNORAMUS

ignoramus (ig-n*<<schwa>>*-ray-m*<<schwa>>*s). [Law Latin] Hist. We do not know. • This notation, when written on a bill of indictment, indicated the grand jury's rejection of the bill. See NOT FOUND; NO BILL. Cf. TRUE BILL.

“When the grand jury have heard the evidence, if they think it a groundless accusation, they used formerly to endorse on the back of the bill, ‘ignoramus;’ or, we know nothing of it; intimating, that, though the facts might possibly be true, that truth did not appear to them: but now they assert in English, more absolutely, ‘not a true bill’; and then the party is discharged without farther answer.” 4 William Blackstone, Commentaries on the Laws of England 301 (1769).

IGNORANTIA

ignorantia (ig-n*<<schwa>>*-ran-shee-*<<schwa>>*). [Latin] Ignorance; esp., ignorance of the law.

“Ignorantia.... Divided in the civil law, into ignorantia facti (ignorance of fact) and ignorantia juris (ignorance of law). Lord Coke accepts this division....” 2 Alexander M. Burrill, A Law Dictionary and Glossary 40 (2d ed. 1867).

IGNORANTIA FACTI

ignorantia facti (ig-n*<<schwa>>*-ran-shee-*<<schwa>>* fak-tI). [Latin] Ignorance of fact.

IGNORANTIA FACTI EXCUSAT

ignorantia facti excusat (ig-n*<<schwa>>*-ran-shee-*<<schwa>>* fak-tI ek-skyoo-sat or -zat). [Latin] Ignorance of fact is an excuse; whatever is done under a mistaken impression of a material fact is excused or provides grounds for relief. • This maxim refers to the principle that acts done and contracts made under mistake or ignorance of a material fact are voidable. [Cases: Criminal Law 33. C.J.S. Criminal Law § 93.]

“ ‘Ignorantia facti excusat,’ however, is obviously too sweeping even for a general statement of law, because it is clear (to mention only one point for the moment) that if a certain deed would constitute exactly the same crime under either of two factual situations, it will be no excuse that one was mistaken for the other.” Rollin M. Perkins & Ronald N. Boyce, Criminal Law 1044 (3d ed. 1982).

IGNORANTIA JURIS

ignorantia juris (ig-n*<<schwa>>*-ran-shee-*<<schwa>>* joor-is). [Latin] Ignorance of law. • Under Roman law, this type of ignorance was less likely than ignorantia facti to excuse mistaken

conduct, except in the case of minors and people, such as women, under some legal disability.

IGNORANTIA JURIS NON EXCUSAT

ignorantia juris non excusat (ig-n<<schwa>>-ran-shee-<<schwa>> joor-is non ek-skyoo-sat or -zat). [Latin] Lack of knowledge about a legal requirement or prohibition is never an excuse to a criminal charge. • In English, the idea is commonly rendered ignorance of the law is no excuse. — Often shortened to ignorantia juris. — Also termed ignorantia juris neminem excusat (ignorance of the law excuses no one); ignorantia legis non excusat; ignorantia juris haud excusat. [Cases: Criminal Law 32. C.J.S. Criminal Law §§ 56, 94.]

“Almost the only knowledge of law possessed by many people is that ignorance of it is no excuse (ignorantia juris non excusat). This maxim was originally formulated at a time when the list of crimes, broadly speaking, represented current morality (mala in se), but we now have many other crimes that are the result of administrative or social regulation (mala prohibita), which are equally governed by the maxim. The rule is, then, that whereas ignorance of fact can excuse, to the extent that it negatives mens rea or fault, ignorance of the law generally does not.” Glanville Williams, *Textbook of Criminal Law* 405 (1978).

IGNORATIO ELENCHI

ignoratio elenchi (ig-n<<schwa>>-ray-shee-oh e-leng-ki or ig-n<<schwa>>-rah-tee-oh i-leng-kee). [Law Latin “ignorance of the conclusion to be proved”] An advocate's misunderstanding of an opponent's position, manifested by an argument that fails to address the opponent's point; the overlooking of an opponent's counterargument. • This fallacy of logic often involves an advocate's trying to prove something that is immaterial to the point to be decided.

IGNORE

ignore, vb. 1. To refuse to notice, recognize, or consider. 2. (Of a grand jury) to reject (an indictment) as groundless; to no-bill (a charge).

IGNORING

ignoring, n. Family law. A parent's or caregiver's pattern of depriving a child of essential intellectual or emotional stimulation or of otherwise stifling emotional growth and intellectual development, essentially by being unavailable. Cf. ISOLATING; REJECTING.

IIED

IIED.abbr.INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS.

ILL

ill, adj. (Of a pleading) defective, bad, or null.

ILLATION

illation (i-lay-sh<<schwa>>n). 1. The act or process of inferring. 2. An inference; that which is inferred.

ILLEGAL

illegal,adj. Forbidden by law; unlawful <illegal dumping> <an illegal drug>.

ILLEGAL ALIEN

illegal alien.See ALIEN.

ILLEGAL BARGAIN

illegal bargain.See BARGAIN.

ILLEGAL CONSIDERATION

illegal consideration.See CONSIDERATION(1).

ILLEGAL CONTRACT

illegal contract.See CONTRACT.

ILLEGAL ENTRY

illegal entry. 1.Criminal law. The unlawful act of going into a building with the intent to commit a crime. • In some jurisdictions, illegal entry is a lesser included offense of burglary. [Cases: Burglary 9. C.J.S. Burglary §§ 11–12, 16, 21–22.] 2.Immigration. The unauthorized entrance of an alien into the United States by arriving at the wrong time or place, by evading inspection, or by fraud.

ILLEGAL INTEREST

illegal interest.See USURY.

ILLEGALITY

illegality,n.1. An act that is not authorized by law. 2. The state of not being legally authorized.

“A contract made ultra vires is void; but not [strictly speaking] on the ground of illegality. Lord Cairns ... takes exception to the use of the term ‘illegality,’ pointing out that it is not the object of the contracting parties, but the incapacity of one of them, that avoids the contract.” William R. Anson, *Principles of the Law of Contract* 190 (Arthur L. Corbin ed., 3d Am. ed. 1919).

“It must not be thought that illegality in the law of contract is co-terminous with illegality in the criminal law, for a contract may be illegal without involving any breach of the criminal law at all.” P.S. Atiyah, *An Introduction to the Law of Contract* 257 (3d ed. 1981).

3. The state or condition of being unlawful. • The affirmative defense of illegality must be expressly set forth in the response to the opponent's pleading. Fed. R. Civ. P. 8(c).

ILLEGALLY OBTAINED EVIDENCE

illegally obtained evidence.See EVIDENCE.

ILLEGAL PER SE

illegal per se.Unlawful in and of itself.

ILLEGAL RATE

illegal rate.See INTEREST RATE.

ILLEGAL SEARCH

illegal search.See unreasonable search under SEARCH.

ILLEGAL STRIKE

illegal strike.See STRIKE.

ILLEGAL SUBDIVISION

illegal subdivision.See SUBDIVISION.

ILLEGAL TAX

illegal tax.See TAX.

ILLEGAL VOTE

illegal vote.See VOTE(1).

ILLEGITIMACY

illegitimacy. 1. Unlawfulness. 2. The status of a person who is born outside a lawful marriage and who is not later legitimated by the parents. — Also termed bastardy. Cf. LEGITIMACY. [Cases: Children Out-of-Wedlock 1.C.J.S. Children Out-of-Wedlock §§ 2–11.]

ILLEGITIMATE

illegitimate,adj.1. (Of a child) born out of lawful wedlock and never having been legitimated <illegitimate son>. • A child conceived while the mother is married but born after she is divorced or widowed is considered legitimate. [Cases: Children Out-of-Wedlock 1. C.J.S. Children Out-of-Wedlock §§ 2–11.] 2. Against the law; unlawful <illegitimate contract for the sale of contraband>.3. Improper <illegitimate conduct>.4. Incorrectly inferred <illegitimate conclusion>.

ILLEGITIMATE CHILD

illegitimate child.See CHILD.

ILL FAME

ill fame.Evil repute; notorious bad character. Cf. FAMA PUBLICA.

ILLICENCIATUS

illicenciatus (il-II-sen-shee-ay-t<<schwa>>s). [Law Latin] Without license.

ILLICIT

illicit (i[l]-lis-<<schwa>>t), adj. Illegal or improper <illicit relations>.

ILLICIT COHABITATION

illicit cohabitation. See COHABITATION.

ILLICITUM COLLEGIUM

illicitum collegium (i-lis-<<schwa>>-t<<schwa>>m k<<schwa>>-lee-jee-<<schwa>>m). [Latin] Roman law. An illegal association; a collegium engaging in illegal activity. • Members of an illicitum collegium were subject to prosecution.

ILLINOIS LAND TRUST

Illinois land trust. See land trust under TRUST.

ILLIQUID ASSET

illiquid asset. See ASSET.

ILLUSORY

illusory (i-loo-s<<schwa>>-ree), adj. Deceptive; based on a false impression.

ILLUSORY APPOINTMENT

illusory appointment. See APPOINTMENT(4).

ILLUSORY APPOINTMENT ACT

Illusory Appointment Act. An 1839 English statute providing that no appointment of property is to be declared invalid on grounds that it is illusory. • This statute was repealed and reissued in 1925 as part of the Law of Property Act.

ILLUSORY CONTRACT

illusory contract. See CONTRACT.

ILLUSORY PROMISE

illusory promise. See PROMISE.

ILLUSORY TENANT

illusory tenant. See TENANT.

ILLUSORY-TRANSFER DOCTRINE

illusory-transfer doctrine. The rule that the law disregards an inter vivos gift over which the donor retains so much control that there is no good-faith intent to relinquish the transferred property. • The illusory-transfer doctrine is usu. applied to inter vivos trusts in which the settlor retains an excessive control or an interest — for instance, one in which the settlor retains the income for life, the power to revoke, and substantial managerial powers. The leading case on this doctrine is *Newman v. Dore*, 9 N.E.2d 966 (N.Y. 1937). See colorable transfer under TRANSFER.

ILLUSORY TRUST

illusory trust. See TRUST.

ILLUSTRATIVE EVIDENCE

illustrative evidence. See demonstrative evidence under EVIDENCE.

IMAGINARY DAMAGES

imaginary damages. See punitive damages under DAMAGES.

IMAGINING

imagining. See COMPASSING.

IMBARGO

imbargo. Archaic. See EMBARGO(1).

IMBECILE

imbecile (im-b<<schwa>>-s<<schwa>>l or -sil). A person afflicted with severe mental retardation. Cf. IDIOT.

IMBEZZLE

imbezzle. Archaic. Embezzle. See EMBEZZLEMENT.

IMBRACERY

imbracery. See EMBRACERY.

IMCO

IMCO. abbr. INTERGOVERNMENTAL MARITIME CONSULTATIVE ORGANIZATION.

IME

IME. abbr. 1. INDEPENDENT MEDICAL EXAMINATION. 2. INDEPENDENT MENTAL EVALUATION .

IMF

IMF. abbr. INTERNATIONAL MONETARY FUND.

IMITATION

imitation. Trademarks. An item that so resembles a trademarked item as to be likely to induce the belief that it is genuine. See SIMILARITY. [Cases: Trade Regulation 339. C.J.S. Trade-Marks, Trade-Names, and Unfair Competition §§ 84, 86.]

“The law of trade marks is of recent origin, and may be comprehended in the proposition that a dealer ‘has a property in his trade mark.’ The ownership is allowed to him, that he may have the exclusive benefit of the reputation which his skill has given to articles made by him, and that no other person may be able to sell to the public, as his, that which is not his. An imitation of his

mark, with partial differences such as the public would not observe, does him the same harm as an entire counterfeit. If the wholesale buyer, who is most conversant with the marks, is not misled, but the small retailer or the consumer is, the injury is the same in law, and differs only in degree.” Clark v. Clark, 25 Barb. 76 (N.Y. 1857).

“It is no excuse that one using the trade-marks of another informs his dealers of the imitation, for succeeding sellers may not make similar disclosures.” James Kent, 2 Commentaries on American Law *372 n.8 (George Comstock ed., 11th ed. 1866).

IMLS

IMLS.abbr.INSTITUTE OF MUSEUM AND LIBRARY SERVICES.

IMMATERIAL

immaterial,adj. (Of evidence) tending to prove some fact that is not properly at issue; lacking any logical connection with the consequential facts. Cf. IRRELEVANT. [Cases: Evidence 143. C.J.S. Evidence §§ 197, 201–204.] — immateriality,n.

“The rules of substantive law and of pleading are what determine immateriality; and if the probandum is immaterial, of course no evidence to prove it is wanted.” John H. Wigmore, A Students' Textbook of the Law of Evidence 37 (1935).

IMMATERIAL AVERMENT

immaterial averment.See AVERMENT.

IMMATERIAL EVIDENCE

immaterial evidence.See EVIDENCE.

IMMATERIAL FACT

immaterial fact.See FACT.

IMMATERIAL ISSUE

immaterial issue.See ISSUE(1).

IMMATERIAL VARIANCE

immaterial variance.See VARIANCE(1).

IMMATRICULATION

immatriculation.Int'l law.The grant of nationality to and enrollment on the national registry of a merchant ship, thereby giving the ship the right to fly the registering nation's flag.

IMMATURITY

immaturity. See MINORITY(1).

IMMEDIATE

immediate,adj.1. Occurring without delay; instant <an immediate acceptance>.2. Not separated by other persons or things <her immediate neighbor>.3. Having a direct impact; without an intervening agency <the immediate cause of the accident>. [Cases: Negligence 385. C.J.S. Negligence § 197.] — immediacy, immediateness,n.

IMMEDIATE ANNUITY

immediate annuity.See ANNUITY.

IMMEDIATE BREACH

immediate breach.See BREACH OF CONTRACT.

IMMEDIATE CAUSE

immediate cause.See CAUSE(1).

IMMEDIATE CONTROL

immediate control.Criminal procedure. 1. The area within an arrestee's reach. • A police officer may conduct a warrantless search of this area to ensure the officer's safety and to prevent the arrestee from destroying evidence. [Cases: Arrest 71.1(5); Automobiles 349.5(10). C.J.S. Arrest §§ 70–71.] 2. Vehicular control that is close enough to allow the driver to instantly govern the vehicle's movements. • A driver's failure to maintain immediate control over the vehicle could be evidence of negligence.

IMMEDIATE DEATH

immediate death.See DEATH.

IMMEDIATE DESCENT

immediate descent.See DESCENT.

IMMEDIATE FAMILY

immediate family.See FAMILY.

IMMEDIATE INTENT

immediate intent.See INTENT(1).

IMMEDIATELY-APPARENT REQUIREMENT

immediately-apparent requirement.Criminal procedure. The principle that a police officer must have probable cause to believe that an item is contraband before seizing it. • This plain-view exception to the warrant requirement was first announced in *Coolidge v. New Hampshire*, 403 U.S. 443, 91 S.Ct. 2022 (1971).

“An object may not be seized from a car merely because the police plain view of it was lawfully acquired; there must be probable cause that the object is a fruit, instrumentality or evidence of crime. And under the ‘immediately apparent’ requirement of *Coolidge v. New*

Hampshire, this probable cause must be determined without examination of the object other than is justified by the purpose underlying police entry of the vehicle.” Wayne R. LaFave & Jerold H. Israel, *Criminal Procedure* § 3.7, at 201 (2d ed. 1992).

IMMEDIATELY HARMFUL BEHAVIOR

immediately harmful behavior. See HARMFUL BEHAVIOR.

IMMEDIATELY PENDING MOTION

immediately pending motion. See MOTION(2).

IMMEDIATE NOTICE

immediate notice. See NOTICE.

IMMEDIATE-NOTICE CLAUSE

immediate-notice clause. Insurance. A provision in many insurance policies obligating the insured to notify the insurer as soon as possible after a claim arises. • A requirement in a policy for “prompt” or “immediate” notice — or that notice must be given “immediately,” “at once,” “forthwith,” “as soon as practicable,” or “as soon as possible” — generally means that the notice must be given within a reasonable time under the circumstances. [Cases: Insurance 3154.]

IMMEDIATE PAST PRESIDENT

immediate past president. 1. PRESIDENT. 2. EMERITUS.

IMMEDIATE POSSESSION

immediate possession. See POSSESSION.

IMMEMORIAL

immemorial (im-*<<schwa>>*-mor-ee-*<<schwa>>*l), adj. Beyond memory or record; very old. See TIME IMMEMORIAL.

IMMEMORIAL POSSESSION

immemorial possession. See POSSESSION.

IMMEMORIAL USAGE

immemorial usage. See USAGE.

IMMIGRANT

immigrant. A person who arrives in a country to settle there permanently; a person who immigrates. Cf. EMIGRANT.

alien immigrant. An immigrant who has not yet been naturalized.

IMMIGRATION

immigration,n. The act of entering a country with the intention of settling there permanently. Cf. EMIGRATION. [Cases: Aliens 39–59. C.J.S. Aliens §§ 53–180, 182–275.] — immigrate,vb. — immigrant,n.

IMMIGRATION AND NATIONALITY ACT

Immigration and Nationality Act.A comprehensive federal law regulating immigration, naturalization, and the exclusion of aliens. 8 USCA §§ 1101–1537. — Also termed Nationality Act. [Cases: Aliens 40, 60.1. C.J.S. Aliens §§ 57, 59–62, 70, 72–74, 76, 108–109, 135–137, 151, 160, 277.]

IMMIGRATION AND NATURALIZATION SERVICE

Immigration and Naturalization Service.A former U.S. Department of Justice agency that administered the Immigration and Nationality Act and operated the U.S. Border Patrol. — Abbr. INS. See U.S. CITIZENSHIP AND IMMIGRATION SERVICES.[Cases: Aliens 41. C.J.S. Aliens §§ 56, 66.]

IMMIGRATION APPEALS BOARD

Immigration Appeals Board.See BOARD OF IMMIGRATION APPEALS.

IMMINENT DANGER

imminent danger.See DANGER.

IMMINENT HAZARD

imminent hazard.See HAZARD(1).

IMMINENTLY DANGEROUS

imminently dangerous.See DANGEROUS.

IMMINENT-PERIL DOCTRINE

imminent-peril doctrine.See EMERGENCY DOCTRINE(1).

IMMISCERE

immiscere (i-mis-<<schwa>>-ree), vb.[Latin] Roman law. To mix or mingle with; to meddle with. • This term took on the figurative sense of meddling in another's affairs (e.g., acting as if one were an heir), for which a person could be held accountable.

IMMOBILIA

immobilia (im-<<schwa>>-bil-ee-<<schwa>>). Immovables. — Also termed res immobiles (reez i-moh-b<<schwa>>-leez).

IMMOBILIA SITUM SEQUUNTUR

immobilia situm sequuntur (im-<<schwa>>-bil-ee-<<schwa>> sI-t<<schwa>>m s<<schwa>>-kw<<schwa>>n-t<<schwa>>r). [Latin] Immovable things follow their site. • This

principle means that immovables are governed by the law of the place where they are fixed. — Sometimes shortened to *immobilia situm*.

IMMOBILIS

immobilis, (i-moh-b<<schwa>>-lis,)adj.[Latin] Immovable.

IMMOBILIZE

immobilize,vb. To make immobile; esp., to turn (movable property) into immovable property or to turn (circulating capital) into fixed capital.

IMMORAL CONSIDERATION

immoral consideration.See **CONSIDERATION**(1).

IMMORAL CONTRACT

immoral contract.See **CONTRACT**.

IMMORAL SUBJECT MATTER

immoral subject matter. 1.Patents. Inventions that do not have a socially beneficial use. • In the past, patents were denied for some categories of inventions, such as gambling devices and fraudulent products, esp. medicines. The doctrine is rarely used today. [Cases: Patents 46. C.J.S. Patents § 59.] 2.Trademarks. **SCANDALOUS SUBJECT MATTER**.

IMMOVABLE

immovable,n. (usu. pl.) Property that cannot be moved; an object so firmly attached to land that it is regarded as part of the land. — Also termed *immovable thing*. See **FIXTURE**. Cf. **MOVABLE**. [Cases: Fixtures 1; Property 4. C.J.S. Property §§ 14–21, 23.] — *immovable*,adj.

“Considered in its legal aspect, an immovable, that is to say, a piece of land, includes the following elements: — 1. A determinate portion of the earth's surface. 2. The ground beneath the surface down to the centre of the world. All the pieces of land in England meet together in one terminable point at the earth's centre. 3. Possibly the column of space above the surface *ad infinitum*.” John Salmond, *Jurisprudence* 428 (Glanville L. Williams ed., 10th ed. 1947).

IMMOVABLE FIXTURE

immovable fixture.See **FIXTURE**.

IMMUNE

immune,adj. Having immunity; exempt from a duty or liability.

IMMUNITY

immunity. 1. Any exemption from a duty, liability, or service of process; esp., such an exemption granted to a public official.

“An immunity is a defense to tort liability which is conferred upon an entire group or class of

persons or entities under circumstances where considerations of public policy are thought to require special protection for the person, activity or entity in question at the expense of those injured by its tortious act. Historically, tort litigation against units of government, public officers, and charities, and between spouses, parents and children, has been limited or prohibited on this basis.” Edward J. Kionka, *Torts in a Nutshell* 341 (2d ed. 1992).

absolute immunity.A complete exemption from civil liability, usu. afforded to officials while performing particularly important functions, such as a representative enacting legislation and a judge presiding over a lawsuit. Cf. qualified immunity. [Cases: Officers and Public Employees 114. C.J.S. Officers and Public Employees §§ 247–248, 251–258.]

congressional immunity.Either of two special immunities given to members of Congress: (1) the exemption from arrest while attending a session of the body to which the member belongs, excluding an arrest for treason, breach of the peace, or a felony, or (2) the exemption from arrest or questioning for any speech or debate entered into during a legislative session. U.S. Const. art. I, § 6, cl. 1. See SPEECH AND DEBATE CLAUSE. [Cases: United States 12. C.J.S. United States §§ 27–28.]

constitutional immunity.Immunity created by a constitution.

diplomatic immunity.The general exemption of diplomatic ministers from the operation of local law, the exception being that a minister who is plotting against the security of the host nation may be arrested and sent out of the country. • A minister's family shares in diplomatic immunity to a great, though ill-defined, degree. [Cases: Ambassadors and Consuls 3. C.J.S. Ambassadors and Consuls §§ 15–23.]

discretionary immunity.A qualified immunity for a public official's acts, granted when the act in question required the exercise of judgment in carrying out official duties (such as planning and policy-making).²⁸ USCA § 2680(a). [Cases: Municipal Corporations 728. C.J.S. Municipal Corporations § 665.]

“Probably no one test will control the decision on discretionary immunity. Although the fact that the government has omitted to act is not in itself a defense, the discretionary immunity is frequently emphasized in nonfeasance cases. On the other hand, where the government's activity is affirmative, specific, and in violation of a statute, regulation, or constitutional provision imposing a duty upon government, courts are often willing to say there is no room for discretion.” Prosser and Keeton on the Law of Torts § 131, at 1041–42 (W. Page Keeton ed., 5th ed. 1984).

executive immunity. 1. The absolute immunity of the U.S. President or a state governor from civil damages for actions that are within the scope of official responsibilities. [Cases: United States 26. C.J.S. United States §§ 45–47.] 2. The qualified immunity from civil claims against lesser executive officials, who are liable only if their conduct violates clearly established constitutional or statutory rights. • Executive immunity generally protects an official while carrying out clearly established responsibilities about which a reasonable person would know. Cf. executive privilege under PRIVILEGE(3).

foreign immunity.The immunity of a foreign sovereign, its agents, and its instrumentalities

from litigation in U.S. courts. [Cases: International Law 10.31–10.39. C.J.S. International Law §§ 46–52, 54–55.]

government immunity. See sovereign immunity.

intergovernmental immunity. The immunity between the federal and state governments based on their independent sovereignty. See INTERGOVERNMENTAL-IMMUNITY DOCTRINE.

judicial immunity. The immunity of a judge from civil liability arising from the performance of judicial duties. [Cases: Judges 36. C.J.S. Judges §§ 86–92, 94–96.]

legislative immunity. The immunity of a legislator from civil liability arising from the performance of legislative duties. See congressional immunity.

prosecutorial immunity. The absolute immunity of a prosecutor from civil liability for decisions made and actions taken in a criminal prosecution.

qualified immunity. Immunity from civil liability for a public official who is performing a discretionary function, as long as the conduct does not violate clearly established constitutional or statutory rights. — Also termed prima facie privilege. Cf. absolute immunity. [Cases: Civil Rights 1376; Officers and Public Employees 114. C.J.S. Civil Rights §§ 143–144, 146, 157, 160; Officers and Public Employees §§ 247–248, 251–258.]

sovereign immunity. 1. A government's immunity from being sued in its own courts without its consent. • Congress has waived most of the federal government's sovereign immunity. See FEDERAL TORT CLAIMS ACT. 2. A state's immunity from being sued in federal court by the state's own citizens. — Also termed government immunity; governmental immunity.

work-product immunity. See WORK-PRODUCT RULE.

2. Torts. A doctrine providing a complete defense to a tort action. • Unlike a privilege, immunity does not negate the tort, and it must be raised affirmatively or it will be waived. Cf. PRIVILEGE(2).

charitable immunity. The immunity of a charitable organization from tort liability. • This immunity has been eliminated or restricted in most states. — Also termed eleemosynary defense. [Cases: Charities 45(2). C.J.S. Charities §§ 66–67.]

corporate immunity. A corporate officer's immunity from personal liability for a tortious act committed while acting in good faith and within the course of corporate duties. [Cases: Corporations 306, 336. C.J.S. Corporations §§ 537–540, 544–545, 547, 549.]

husband–wife immunity. The immunity of one spouse from a tort action by the other spouse for personal injury. • As of 1992, 38 states and the District of Columbia had abolished interspousal tort immunity either by judicial opinion or by statute. Nine states had abolished the rule only in specific instances such as intentional or vehicular torts. — Also termed interspousal immunity; interspousal tort immunity; marital immunity. [Cases: Husband and Wife 205(2).]

interspousal immunity. See husband–wife immunity.

judgmental immunity. See ERROR-OF-JUDGMENT RULE.

marital immunity. See husband–wife immunity.

parental immunity. 1. The principle that children cannot sue their parents, and that parents cannot sue their children, for tort claims. • This tort immunity did not exist at English common law; it was created by American courts, first appearing in *Hewellette v. George*, 9 So. 885 (Miss. 1891). Many courts have abolished the doctrine for some purposes, such as actions by unemancipated minors against parents to recover for injuries sustained in motor-vehicle accidents. See, e.g., *Merrick v. Sutterlin*, 610 P.2d 891 (Wash. 1980) (en banc). Nor does the immunity apply when an injury is inflicted by the parent or child through willful, wanton, or criminal conduct. See, e.g., *Schenk v. Schenk*, 241 N.E.2d 12 (Ill. App. Ct. 1968). — Also termed parent–child immunity; parental-immunity doctrine. [Cases: Parent and Child 11. C.J.S. Parent and Child §§ 260, 299–300, 316–320.] 2. The principle that parents are not liable for damages caused by the ordinary negligence of their minor child. Cf. PARENTAL-LIABILITY STATUTE. [Cases: Parent and Child 13.5(2). C.J.S. Parent and Child § 191.]

3. Criminal law. Freedom from prosecution granted by the government in exchange for the person's testimony. • By granting immunity, the government can compel testimony — despite the Fifth Amendment right against self-incrimination — because that testimony can no longer incriminate the witness. [Cases: Criminal Law 42. C.J.S. Criminal Law §§ 78–86.]

pocket immunity. Immunity that results from the prosecutor's decision not to prosecute, instead of from a formal grant of immunity. — Also termed informal immunity. [Cases: Criminal Law 42. C.J.S. Criminal Law §§ 78–86.]

testimonial immunity. Immunity from the use of the compelled testimony against the witness. • Any information derived from that testimony, however, is generally admissible against the witness. [Cases: Criminal Law 42; Witnesses 304. C.J.S. Criminal Law §§ 78–86; Witnesses § 555.]

“Testimonial immunity is a logical corollary to a person's fifth amendment right not to ‘be compelled in any criminal case to be a witness against himself.’ It provides that when a witness is compelled to testify for any reason, his testimony cannot be used against him in a subsequent criminal proceeding. It also follows that the immunity is not available where the witness testifies voluntarily, and that the protection applies only in a subsequent criminal prosecution in which the witness is subject to prosecution for an offense related to his earlier testimony.” 2 Paul H. Robinson, *Criminal Law Defenses* § 205, at 482–83 (1984).

transactional immunity. Immunity from prosecution for any event or transaction described in the compelled testimony. • This is the broadest form of immunity. [Cases: Criminal Law 42. C.J.S. Criminal Law §§ 78–86.]

use immunity. Immunity from the use of the compelled testimony (or any information derived from that testimony) in a future prosecution against the witness. • After granting use immunity, the government can still prosecute if it shows that its evidence comes from a legitimate independent source. — Also termed use/derivative-use immunity. [Cases: Criminal Law 42. C.J.S. Criminal

Law §§ 78–86.]

4. Freedom of a person against having a given legal relation altered by someone else's act or omission.

IMMUNIZE

immunize,vb. To grant immunity to <the new legislation immunized the police officers from liability>.

IMPACTED AREA

impacted area.A region that is affected by some event; esp., a region in which the school population increases due to an influx of federal employees who are working on a federal project or activity, but the tax revenue declines due to the U.S. government's immunity from local taxes.

IMPACT RULE

impact rule.Torts. The common-law requirement that physical contact must have occurred to allow damages for negligent infliction of emotional distress. • This rule has been abandoned in most jurisdictions. — Also termed physical-impact rule. [Cases: Damages 50. C.J.S. Damages § 96; Torts §§ 74, 80–81, 83.]

IMPAIR

impair,vb. To diminish the value of (property or a property right). • This term is commonly used in reference to diminishing the value of a contractual obligation to the point that the contract becomes invalid or a party loses the benefit of the contract. See CONTRACTS CLAUSE.

IMPAIRED CAPITAL

impaired capital.See CAPITAL.

IMPAIRING THE MORALS OF A MINOR

impairing the morals of a minor.The offense of an adult's engaging in sex-related acts, short of intercourse, with a minor. • Examples of this conduct are fondling, taking obscene photographs, and showing pornographic materials. — Also termed unlawful sexual conduct with a minor; corrupting; corruption of a minor. Cf. CONTRIBUTING TO THE DELINQUENCY OF A MINOR. [Cases: Infants 13. C.J.S. Infants §§ 5, 92–93, 95–98.]

IMPAIRMENT

impairment,n. The fact or state of being damaged, weakened, or diminished <impairment of collateral>. — impair,vb.

IMPALEMENT

impalement,n. Hist. An ancient mode of inflicting punishment by thrusting a sharp pole through the body. — Formerly also spelled empalement. — impale,vb.

IMPANEL

impanel,vb. See EMPANEL.

IMPANELED JURY

impaneled jury.See JURY.

IMPARCARE

imparcare (im-pahr-kair-ee), vb.[Law Latin “to enclose”] Hist. To impound; to confine in prison. See CARCER.

IMPARL

imparl (im-pahr), vb.1.Hist. To request or obtain an imparlance. 2. To confer with the opposing party in an effort to settle a dispute amicably; to discuss settlement.

IMPARLANCE

imparlance (im-pahr-l<<schwa>>nts).Hist. 1. A continuance granted for the purpose of giving the requesting party (usu. the defendant) further time to answer the adversary's last pleading (esp. the plaintiff's writ, bill, or count), often so that the parties will have time to settle the dispute. • Imparlanes were abolished in England in 1853. 2. A petition for such a continuance. 3. The permission granting such a continuance. — Formerly also spelled emparlance. — Also termed licentia loquendi.

“After defence made, the defendant must put in his plea. But, before he pleads, he is entitled to demand one imparlance, or licentia loquendi, and may have more granted by consent of the plaintiff; to see if he can end the matter amicably without farther suit, by talking with the plaintiff” 3 William Blackstone, Commentaries on the Laws of England 298 (1768).

“An imparlance is the time allowed by the court to either party, upon request, to answer the pleading of his opponent. Imparlance, from the French ‘parler’ — to speak — in its most common signification, means time to plead. Formerly the parties, in the course of oral pleadings, were allowed time to speak or confer with one another, so that they might endeavor to settle the matters in dispute, and later, when the pleadings came to be in writing, the court permitted a certain time for each to plead to or answer the pleading of his opponent. In modern practice the term is rarely used” Benjamin J. Shipman, Handbook of Common-Law Pleading § 234, at 405 (Henry Winthrop Ballantine ed., 3d ed. 1923).

general imparlance.The allowance of time until the court's next term, without reserving to the defendant the benefit of any exception. • With this type of imparlance, the requesting defendant cannot later object to the jurisdiction of the court or plead any matter in abatement.

general special imparlance.The allowance of time with a saving of all exceptions, so that a defendant might later plead not only in abatement but also to the jurisdiction.

special imparlance.The allowance of time with a saving only of exceptions to the writ, bill, or count, but not to the court's jurisdiction.

IMPARTIAL

impartial,adj. Unbiased; disinterested.

IMPARTIAL CHAIR

impartial chair. 1.ARBITRATOR. 2.MEDIATOR. — Also termed impartial chairman.

IMPARTIAL EXPERT

impartial expert.See EXPERT.

IMPARTIAL JURY

impartial jury.See JURY.

IMPARTIBLE

impartible (im-pahr-t<<schwa>>-b<<schwa>>l), adj. Indivisible <an impartible estate>.

IMPARTIBLE FEUD

impartible feud.See FEUD(1).

IMPASSE

impasse (im-pas). A point in labor negotiations at which agreement cannot be reached. • A neutral third party (such as a mediator) is often called in to help resolve an impasse.

“Not only is the employer free after impasse to implement changes already offered to the union, but either party is free after impasse to decline to negotiate further. Since impasse signifies that the parties have exhausted (at least temporarily) the avenues of bargaining, termination of bargaining at that point cannot be thought to demonstrate a cast of mind against reaching agreement.” Robert A. Gorman, *Basic Text on Labor Law: Unionization and Collective Bargaining* 447 (1976).

IMPEACH

impeach,vb.1. To charge with a crime or misconduct; esp., to formally charge (a public official) with a violation of the public trust <President Nixon resigned from office to avoid being impeached>. • Impeaching a federal official, such as the President, the Vice President, or a judge, requires that a majority of the U.S. House of Representatives vote to return at least one article of impeachment to the U.S. Senate, itemizing the charges and explaining their factual grounds. Even if an official is impeached, removal from office does not occur unless two-thirds of the senators vote for conviction. 2. To discredit the veracity of (a witness) <the lawyer hoped that her star witness wouldn't be impeached on cross-examination>. [Cases: Witnesses 311–409. C.J.S. Witnesses §§ 559–775.] 3. To challenge the accuracy or authenticity of (a document) <the handwriting expert impeached the holographic will>.

IMPEACHABLE OFFENSE

impeachable offense.An offense for which a public official may legally be impeached, during the first step in a two-step process that may, depending on the vote in the U.S. Senate, lead to the

official's removal from office. • The U.S. Constitution states that “[t]he President, Vice President and all civil Officers of the United States, shall be removed from Office on Impeachment for, and Conviction of, Treason, Bribery, or other high Crimes and Misdemeanors.” The meaning of this language was much debated during the impeachment and trial of President Bill Clinton, against whom two articles of impeachment were returned by the House of Representatives. The question arose what type of misdemeanor will suffice, and whether the high in high crimes modifies misdemeanors as well. No definitive answer resulted from the proceedings.

IMPEACHMENT

impeachment. 1. The act (by a legislature) of calling for the removal from office of a public official, accomplished by presenting a written charge of the official's alleged misconduct; esp., the initiation of a proceeding in the U.S. House of Representatives against a federal official, such as the President or a judge. • Congress's authority to remove a federal official stems from art. II, § 4 of the Constitution, which authorizes the removal of an official for “Treason, Bribery, or other high Crimes and Misdemeanors.” The grounds upon which an official can be removed do not, however, have to be criminal in nature. They usu. involve some type of abuse of power or breach of the public trust. Articles of impeachment — which can be approved by a simple majority in the House — serve as the charging instrument for the later trial in the Senate. If the President is impeached, the Chief Justice of the Supreme Court presides over the Senate trial. The defendant can be removed from office by a two-thirds majority of the senators who are present. In the United Kingdom, impeachment is by the House of Commons and trial by the House of Lords. But no case has arisen there since 1801, and many British scholars consider impeachment obsolete. [Cases: United States 35.C.J.S. United States §§ 23, 53, 56–57.] 2. The act of discrediting a witness, as by catching the witness in a lie or by demonstrating that the witness has been convicted of a criminal offense. [Cases: Witnesses 311–409. C.J.S. Witnesses §§ 559–775.] 3. The act of challenging the accuracy or authenticity of evidence.

IMPEACHMENT COURT

impeachment court. See COURT FOR THE TRIALS OF IMPEACHMENT.

IMPEACHMENT EVIDENCE

impeachment evidence. See EVIDENCE.

IMPEACHMENT OF VERDICT

impeachment of verdict. A party's attack on a verdict, alleging impropriety by a member of the jury. [Cases: Federal Civil Procedure 2371.]

IMPEACHMENT OF WASTE

impeachment of waste. Hist. An action for waste against the tenant of the harmed property.

“[F]or above five hundred years past, all tenants for life or for any less estate, have been punishable or liable to be impeached for waste, both voluntary and permissive; unless their leases be made, as sometimes they are, without impeachment of waste” 2 William Blackstone,

Commentaries on the Laws of England 283 (1766).

IMPECHIARE

impechiare (im-pee-chee-air-ee), vb.[fr. Law French empescher “to impeach”] Hist. To impeach; to accuse.

IMPEDIENS

impediens (im-pee-dee-enz). [Law Latin] Hist. A person who hinders. • The defendant (or deforciant) in a fine of conveyance was sometimes so called. See FINE(1).

IMPEDIMENT

impediment (im-ped-<<schwa>>-m<<schwa>>nt). A hindrance or obstruction; esp., some fact (such as legal minority) that bars a marriage if known beforehand and, if discovered after the ceremony, renders the marriage void or voidable.

canonical impediment.A ground for annulment recognized by canon law and developed by the ecclesiastical courts of the Roman Catholic Church. • Canonical impediments include affinity, impotence, disparity of worship, and previous religious profession.

civil impediment.A ground for annulment recognized by civil law of contracts, such as minority, unsoundness of mind, fraud, and duress. • The defects of fraud and duress may be waived, and the parties may confirm the marriage.

diriment impediment (dir-<<schwa>>-m<<schwa>>nt im-ped-<<schwa>>-m<<schwa>>nt), n.[fr. Latin dirimens impedimentum “nullifying impediment”] A fact that raises an absolute bar to marriage and renders a contracted marriage void. • Diriment impediments include consanguinity within a prohibited degree and prior undissolved marriage. — Also termed *impedimenta dirimentia*.

IMPEDIMENTA DIRIMENTIA

impedimenta dirimentia.See diriment impediment under IMPEDIMENT.

IMPEDIMENTUM REBUS AGENDIS

impedimentum rebus agendis (im-ped-<<schwa>>-men-t<<schwa>>m ree-b<<schwa>>s <<schwa>>-jen-dis). [Law Latin] Hist. A hindrance to the transaction of business.

IMPEDITOR

impeditor (im-ped-<<schwa>>-t<<schwa>>r). [Law Latin] Hist. A person who interferes with a patron's right of advowson, i.e., the right to appoint a clerk to a benefice. — Also termed disturber. See DE CLERICO ADMITTENDO.

IMPENSAE

impensae (im-pen-see), n. pl.[Latin] Roman law. Expenditures made on a thing.

impensae necessariae (im-pen-see nes-<<schwa>>-sair-ee-ee). Expenditures necessary to

prevent deterioration, destruction, or loss of a thing — such as money expended for building repair or maintenance.

impensae utiles (im-pen-see yoo-t<<schwa>>-leez). Useful expenditures that improve something and increase its selling value.

impensae voluptariae (im-pen-see vol-<<schwa>>p-tair-ee-ee). Expenditures made on a thing for ornamental purposes only.

IMPERATIVE AUTHORITY

imperative authority. See AUTHORITY(4).

IMPERATIVE LAW

imperative law. See LAW.

IMPERATIVE THEORY OF LAW

imperative theory of law. The theory that law consists of the general commands issued by a country or other political community to its subjects and enforced by courts with the sanction of physical force. • Imperative theorists believe that if there are rules predating or independent of the country, those rules may closely resemble law or even substitute for it, but they are not law. See POSITIVE LAW. Cf. NATURAL LAW.

IMPERFECT DEFENSE

imperfect defense. See DEFENSE(1).

IMPERFECT DUTY

imperfect duty. See DUTY(1).

IMPERFECT GRANT

imperfect grant. See GRANT.

IMPERFECT JUSTIFICATION

imperfect justification. See JUSTIFICATION.

IMPERFECT OBLIGATION

imperfect obligation. See moral obligation under OBLIGATION.

IMPERFECT OWNERSHIP

imperfect ownership. See OWNERSHIP.

IMPERFECT RIGHT

imperfect right. See RIGHT.

IMPERFECT SELF-DEFENSE

imperfect self-defense. See SELF-DEFENSE.

IMPERFECT STATUTE

imperfect statute. See STATUTE.

IMPERFECT TITLE

imperfect title. See TITLE(2).

IMPERFECT TRUST

imperfect trust. See executory trust under TRUST.

IMPERFECT USUFRUCT

imperfect usufruct. See quasi-usufruct (1) under USUFRUCT.

IMPERFECT WAR

imperfect war. See WAR.

IMPERIAL STATE

imperial state. See STATE.

IMPERITIA

imperitia (im-p<<schwa>>-rish-ee-<<schwa>>), n. [Latin] Roman law. Lack of skill or competence; inexperience. • The Romans considered imperitia to be a type of culpa that gave rise to liability in tort or liability under a contract calling for the rendering of services (such as a locatio conductio operis). Imperitus could denote a person, such as a judge who was incompetent in what he undertook.

IMPERIUM

imperium (im-peer-ee-<<schwa>>m), n. [Latin] Roman law. Power or dominion; esp., the legal authority wielded by superior magistrates under the Republic, and later by the emperor under the Empire. • Imperium implied the right of military command, and the powers of corporal punishment, and of life and death over citizens. It was symbolized by the lictors who carried the fasces and an ax, which symbolized those powers. Imperium was also used less technically; it applied to lesser types of authority under Roman law, and thus had different meanings. For example, imperium domesticum described the power of the head of a household.

imperium merum (im-peer-ee-<<schwa>>m meer-<<schwa>>m). [Latin “bare power” or “absolute executive power”] Roman law. A higher magistrate's power to use force to repress crime.

imperium mixtum (im-peer-ee-<<schwa>>m miks-t<<schwa>>m). [Latin “mixed power”] Roman law. A magistrate's authority to make and enforce decisions in civil and criminal matters.

IMPERMISSIBLE COMMENT ON THE EVIDENCE

impermissible comment on the evidence. See COMMENT ON THE EVIDENCE.

IMPERSONAL

impersonal. See IN REM.

IMPERSONATION

impersonation. The act of impersonating someone. — Also termed personation.

false impersonation. The crime of falsely representing oneself as another person, usu. a law-enforcement officer, for the purpose of deceiving someone. See 18 USCA §§ 912–917. — Also termed false personation. [Cases: False Personation 1.]

IMPERTINENT

impertinent, adj. See IRRELEVANT.

IMPERTINENT EVIDENCE

impertinent evidence. See EVIDENCE.

IMPERTINENT MATTER

impertinent matter. Procedure. In pleading, matter that is not relevant to the action or defense. • A federal court may strike any impertinent matter from a pleading. Fed. R. Civ. P. 12(f). Cf. SCANDALOUS MATTER. [Cases: Federal Civil Procedure 1127; Pleading 364(4). C.J.S. Pleading § 683.]

“The court will not strike out the matter unless its impertinence clearly appears; for if erroneously stricken out, the error is irremediable; if left to stand, the court may set the matter right in taxing the costs. Matter which is scandalous is also impertinent.” William C. Anderson, A Dictionary of Law 526 (1889).

IMPESCARE

impescare (im-p<<schwa>>-skair-ee), vb. [fr. Law French empescher “to impeach”] Hist. To impeach; to accuse.

IMPETITIO VASTI

impetitia vasti (im-p<<schwa>>-tish-ee-oh vas-ti). See IMPEACHMENT OF WASTE.

IMPETRARE

impetrare (im-p<<schwa>>-trair-ee), vb. [Latin] Roman law. To obtain by request. • This word often appeared in petitions requesting a formula for an action from a praetor. It performed a similar function under English law for those seeking a writ from Chancery. The English word impetrate derives from this Latinism. Cf. FORMULA (1).

IMPETRATION

impetration (im-p<<schwa>>-tray-sh<<schwa>>n). 1. Hist. The act of petitioning for a writ.

2.Hist. Eccles. law. The act of obtaining a papal benefice for bestowal by the king or other lay patron. — impetrate,vb.

IMPIGNORATA

impignorata (im-pig-n<<schwa>>-ray-t<<schwa>>). [Law Latin] Hist. Given in pledge; pledged or mortgaged.

IMPIGNORATION

impignoration (im-pig-n<<schwa>>-ray-sh<<schwa>>n), n. Hist. The act of pawning or putting to pledge. — impignorate,vb.

IMPINGE

impinge,vb. To encroach or infringe (on or upon) <impinge on the defendant's rights>.

IMPLACITARE

implacitare (im-plas-<<schwa>>-tair-ee), vb.[fr. Latin placitum “plea”] Hist. To implead; to sue.

IMPLEAD

implead,vb.1. To bring (someone) into a lawsuit; esp., to bring (a new party) into the action. Cf. INTERPLEAD. 2.Hist. To bring an action against; to accuse. — Formerly also spelled emplead; empleet. [Cases: Federal Civil Procedure 281–297; Parties 49. C.J.S. Parties § 127.]

IMPLEADER

impleader,n. A procedure by which a third party is brought into a lawsuit, esp. by a defendant who seeks to shift liability to someone not sued by the plaintiff. Fed. R. Civ. P. 14. — Also termed third-party practice; vouching-in. Cf. INTERPLEADER; INTERVENTION(1). [Cases: Federal Civil Procedure 281–297; Parties 49. C.J.S. Parties § 127.]

IMPLEMENTATION PLAN

implementation plan.Environmental law. A detailed outline of steps needed to meet environmental-quality standards by an established time.

IMPLICATE

implicate,vb.1. To show (a person) to be involved in (a crime, misfeasance, etc.) <when he turned state's evidence, he implicated three other suspects>.2. To be involved or affected <three judges were implicated in the bribery>.

IMPLICATION

implication. 1. The act of showing involvement in something, esp. a crime or misfeasance <the implication of the judges in the bribery scheme>.2. An inference drawn from something said or observed <the implication was that the scheme involved several persons>.

necessary implication. An implication so strong in its probability that anything to the contrary would be unreasonable.

IMPLICIT COST

implicit cost. See opportunity cost under COST(1).

IMPLIED

implied, adj. Not directly expressed; recognized by law as existing inferentially <implied agreement>. See IMPLY(1). Cf. EXPRESS.

IMPLIED ABANDONMENT

implied abandonment. See ABANDONMENT(9).

IMPLIED ACCEPTANCE

implied acceptance. See ACCEPTANCE(4).

IMPLIED ACQUITTAL

implied acquittal. See ACQUITTAL.

IMPLIED ACTUAL KNOWLEDGE

implied actual knowledge. See actual knowledge (2) under KNOWLEDGE.

IMPLIED ADMISSION

implied admission. See ADMISSION(1).

IMPLIED AGENCY

implied agency. See AGENCY(1).

IMPLIED AMNESTY

implied amnesty. See AMNESTY.

IMPLIED ASSENT

implied assent. See ASSENT.

IMPLIED ASSERTION

implied assertion. See assertive conduct under CONDUCT.

IMPLIED ASSUMPTION

implied assumption. See ASSUMPTION.

IMPLIED ASSUMPTION OF THE RISK

implied assumption of the risk. See ASSUMPTION OF THE RISK.

IMPLIED AUTHORITY

implied authority. See AUTHORITY(1).

IMPLIED BIAS

implied bias. See BIAS.

IMPLIED COERCION

implied coercion. See UNDUE INFLUENCE(1).

IMPLIED COLOR

implied color. See COLOR.

IMPLIED CONDITION

implied condition. See CONDITION(2).

IMPLIED CONFESSION

implied confession. See CONFESSION.

IMPLIED CONSENT

implied consent. See CONSENT(1).

IMPLIED CONSIDERATION

implied consideration. See CONSIDERATION(1).

IMPLIED CONTRACT

implied contract. See CONTRACT.

IMPLIED COVENANT

implied covenant. See COVENANT(1).

IMPLIED COVENANT OF GOOD FAITH AND FAIR DEALING

implied covenant of good faith and fair dealing. See COVENANT(1).

IMPLIED CRIME

implied crime. See constructive crime under CRIME.

IMPLIED DEDICATION

implied dedication. See DEDICATION.

IMPLIED DUTY OF COOPERATION

implied duty of cooperation. See DUTY(1).

IMPLIED EASEMENT

implied easement. See EASEMENT.

IMPLIED IN FACT

implied in fact, adj. Inferable from the facts of the case.

IMPLIED-IN-FACT CONDITION

implied-in-fact condition. See CONDITION(2).

IMPLIED-IN-FACT CONTRACT

implied-in-fact contract. See CONTRACT.

IMPLIED IN LAW

implied in law, n. Imposed by operation of law and not because of any inferences that can be drawn from the facts of the case.

IMPLIED-IN-LAW CONDITION

implied-in-law condition. See constructive condition under CONDITION(2).

IMPLIED-IN-LAW CONTRACT

implied-in-law contract. See CONTRACT.

IMPLIED INTENT

implied intent. See INTENT(1).

IMPLIED LICENSE

implied license. See LICENSE.

IMPLIED LICENSE BY ACQUIESCENCE

implied license by acquiescence. See LICENSE.

IMPLIED LICENSE BY CONDUCT

implied license by conduct. See LICENSE.

IMPLIED LICENSE BY EQUITABLE ESTOPPEL

implied license by equitable estoppel. See LICENSE.

IMPLIED LICENSE BY LEGAL ESTOPPEL

implied license by legal estoppel. See LICENSE.

IMPLIED-LICENSE DOCTRINE

implied-license doctrine. 1. The principle that a person's specific conduct may be tantamount to a grant of permission to do something. 2. The principle that in some specified circumstances a statute can be construed as supplying a necessary authority by operation of law.

IMPLIED MALICE

implied malice.See MALICE.

IMPLIED NEGATIVE COVENANT

implied negative covenant.See COVENANT(1).

IMPLIED NOTICE

implied notice.See NOTICE.

IMPLIED OBLIGATION

implied obligation.See obediencial obligation under OBLIGATION.

IMPLIED PARTNERSHIP

implied partnership.See partnership by estoppel under PARTNERSHIP.

IMPLIED PERMISSION

implied permission.See PERMISSION.

IMPLIED POWER

implied power.See POWER(3).

IMPLIED PROMISE

implied promise.See PROMISE.

IMPLIED RECIPROCAL COVENANT

implied reciprocal covenant.See COVENANT(4).

IMPLIED RECIPROCAL SERVITUDE

implied reciprocal servitude.See implied reciprocal covenant under COVENANT (4).

IMPLIED REPEAL

implied repeal.See REPEAL.

IMPLIED RESERVATION

implied reservation.See RESERVATION.

IMPLIED-RESERVATION-OF-WATER DOCTRINE

implied-reservation-of-water doctrine.A legal doctrine permitting the federal government to use and control, for public purposes, water appurtenant to federal lands. See EMINENT DOMAIN. [Cases: Waters and Water Courses 2. C.J.S. Waters §§ 1, 344–347.]

IMPLIED TERM

implied term. See TERM(2).

IMPLIED TRUST

implied trust. 1. See constructive trust under TRUST. 2. See resulting trust under TRUST.

IMPLIED WAIVER

implied waiver. See WAIVER(1).

IMPLIED WARRANTY

implied warranty. See WARRANTY(2).

IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE

implied warranty of fitness for a particular purpose. See WARRANTY(2).

IMPLIED WARRANTY OF HABITABILITY

implied warranty of habitability. See WARRANTY(2).

IMPLIED WARRANTY OF MERCHANTABILITY

implied warranty of merchantability. See WARRANTY(2).

IMPLY

imply, vb. 1. To express or involve indirectly; to suggest <the opinion implies that the court has adopted a stricter standard for upholding punitive-damages awards>. Cf. INFER. 2. (Of a court) to impute or impose on equitable or legal grounds <the court implied a contract between the parties>. 3. To read into (a document) <citing grounds of fairness, the court implied a condition that the parties had not expressed>. See implied term under TERM(2). — implication, n.

“Anglo-American judges, who continually evaluate facts, often use the phrase by implication (= by what is implied, though not formally expressed, by natural inference), along with its various cognates. Judges (by implication) draw ‘natural inferences’ and thereby decide that something or other was, in the circumstances, ‘implied.’ Through the process of hypallage — a semantic shift by which the attributes of the true subject are transferred to another subject — the word imply has come to be used in reference to what the judges do, as opposed to the circumstances. This specialized use of imply runs counter to popular lay use and is not adequately treated in English-language dictionaries.

...

“The lawyer's imply has directly encroached on the word infer. Whereas nonlawyers frequently use infer for imply, lawyers and judges conflate the two in the opposite direction, by using imply for infer. In analyzing the facts of a case, judges will imply one fact from certain others. (From is a telling preposition.) Nonlawyers believe they must be inferring an additional fact from those already known; if contractual terms are implied, they must surely be implied by the words or circumstances of the contract and not by the judges.” Bryan A. Garner, *A Dictionary*

of Modern Legal Usage 423, 424 (2d ed. 1995).

IMPORT

import,n.1. A product brought into a country from a foreign country where it originated <imports declined in the third quarter>. See PARALLEL IMPORTS. 2. The process of bringing foreign goods into a country <the import of products affects the domestic economy in significant ways>. Cf. EXPORT. 3. The meaning; esp., the implied meaning <the court must decide the import of that obscure provision>.4. Importance; significance <time will tell the relative import of Judge Posner's decisions in American law>.

IMPORTATION

importation. The bringing of goods into a country from another country.

IMPORT DUTY

import duty. See DUTY(4).

IMPORTED LITIGATION

imported litigation. One or more lawsuits brought in a state that has no interest in the dispute.

IMPORTER

importer. A person or entity that brings goods into a country from a foreign country and pays customs duties.

IMPORT-EXPORT CLAUSE

Import-Export Clause. U.S. Const. art. I, § 10, cl. 2, which prohibits states from taxing imports or exports. • The Supreme Court has liberally interpreted this clause, allowing states to tax imports as long as the tax does not discriminate in favor of domestic goods. — Also termed Export Clause. [Cases: Customs Duties 1–2. C.J.S. Customs Duties §§ 1–4, 6, 10–12.]

IMPORT LETTER OF CREDIT

import letter of credit. See LETTER OF CREDIT.

IMPORT QUOTA

import quota. See QUOTA.

IMPORT RECORDING

import recording. See BOOTLEG RECORDING(1).

IMPORTUNE

importune (im-por-t[y]oon), vb. To solicit forcefully; to request persistently, and sometimes irksomely.

IMPOSE

impose,vb. To levy or exact (a tax or duty).

IMPOSITION

imposition. An impost or tax.

IMPOSITIVE FACT

impositive fact.See FACT.

IMPOSSIBILITY

impossibility. 1. The fact or condition of not being able to occur, exist, or be done. 2. A fact or circumstance that cannot occur, exist, or be done. 3.Contracts. A fact or circumstance that excuses performance because (1) the subject or means of performance has deteriorated, has been destroyed, or is no longer available, (2) the method of delivery or payment has failed, (3) a law now prevents performance, or (4) death or illness prevents performance. • Increased or unexpected difficulty and expense do not usu. qualify as an impossibility and thus do not excuse performance. — Also termed impossibility of performance. [Cases: Contracts 309. C.J.S. Contracts §§ 520–522, 524.] 4. The doctrine by which such a fact or circumstance excuses contractual performance. Cf. FRUSTRATION(2); IMPRACTICABILITY. [Cases: Contracts 309. C.J.S. Contracts §§ 520–522, 524.] 5.Criminal law. A fact or circumstance preventing the commission of a crime. [Cases: Criminal Law 31, 44. C.J.S. Criminal Law §§ 15, 46–49, 88, 93–94, 114–123.]

factual impossibility.Impossibility due to the fact that the illegal act cannot physically be accomplished, such as trying to pick an empty pocket. • Factual impossibility is not a defense to the crime of attempt. — Also termed physical impossibility; impossibility of fact.

legal impossibility. 1. Impossibility due to the fact that what the defendant intended to do is not illegal even though the defendant might have believed that he or she was committing a crime. • A legal impossibility might occur, for example, if a person goes hunting while erroneously believing that it is not hunting season. This type of legal impossibility is a defense to the crimes of attempt, conspiracy, and solicitation. — Also termed impossibility of law; true legal impossibility. 2. Impossibility due to the fact that an element required for an attempt has not been satisfied. • This type of legal impossibility might occur, for example, if a person fires an unloaded gun at another when the crime of attempt requires that the gun be loaded. This is a defense to the crime of attempt.

objective impossibility.Impossibility due to the nature of the performance and not to the inability of the individual promisor.

subjective impossibility.Impossibility due wholly to the inability of the individual promisor and not to the nature of the performance.

supervening impossibility.Impossibility arising after the formation of a contract but before the time when the promisor's performance is due, and arising because of facts that the promisor had no reason to anticipate and did not contribute to the occurrence of.

“Contracting parties constantly take a voluntary risk, and it would make the whole basis of

contract insecure if they were allowed to plead every and any kind of supervening impossibility. Moreover, a man need not undertake this kind of risk unless he chooses. He can deliberately exclude it by stipulations in his contract, if the other party is willing to contract with him on those terms.” 2 Stephen's Commentaries on the Laws of England 82–83 (L. Crispin Warmington ed., 21st ed. 1950).

IMPOSSIBILITY-OF-PERFORMANCE DOCTRINE

impossibility-of-performance doctrine. The principle that a party may be released from a contract on the ground that uncontrollable circumstances have rendered performance impossible. Cf. FRUSTRATION(2); IMPRACTICABILITY. [Cases: Contracts 309(1). C.J.S. Contracts §§ 520–522, 524.]

IMPOSSIBLE CONSIDERATION

impossible consideration. See CONSIDERATION(1).

IMPOSSIBLE CONTRACT

impossible contract. See CONTRACT.

IMPOST

impost (im-pohst). A tax or duty, esp. a customs duty <the impost was assessed when the ship reached the mainland>. See DUTY(4).

IMPOSTOR

impostor (im-pos-t<<schwa>>r). One who pretends to be someone else to deceive others, esp. to receive the benefits of a negotiable instrument. — Also spelled imposter. [Cases: Banks and Banking 147; Bills and Notes 201, 279. C.J.S. Banks and Banking §§ 415–416; Bills and Notes; Letters of Credit §§ 29, 150–151.]

IMPOSTOR RULE

impostor rule. Commercial law. The principle that an impostor's indorsement of a negotiable instrument is not a forgery, and that the drawer or maker who issues the instrument to the imposter is negligent and therefore liable to the holder for payment. • If a drawer or maker issues an instrument to an impostor, any resulting forgery of the payee's name will be effective in favor of a person paying on the instrument in good faith or taking it for value or collection. UCC § 3-404. [Cases: Banks and Banking 147; Bills and Notes 201, 279. C.J.S. Banks and Banking §§ 415–416; Bills and Notes; Letters of Credit §§ 29, 150–151.]

IMPOTENCE

impotence (im-p<<schwa>>-t<<schwa>>nts). A man's inability to achieve an erection and therefore to have sexual intercourse. • Because an impotent husband cannot consummate a marriage, impotence has often been cited as a ground for annulment. — Also termed impotency; physical incapacity; erectile dysfunction.

IMPOUND

impound,vb.1. To place (something, such as a car or other personal property) in the custody of the police or the court, often with the understanding that it will be returned intact at the end of the proceeding. 2. To take and retain possession of (something, such as a forged document to be produced as evidence) in preparation for a criminal prosecution.

IMPOUND ACCOUNT

impound account.See ACCOUNT.

IMPOUNDMENT

impoundment. 1. The action of impounding; the state of being impounded. See IMPOUND. 2.Constitutional law. The President's refusal to spend funds appropriated by Congress. • Although not authorized by the Constitution and seldom used, the impoundment power effectively gives the executive branch a line-item veto over legislative spending. [Cases: United States 82(1). C.J.S. United States §§ 155, 158.]

IMPRACTICABILITY

impracticability (im-prak-ti-k<<schwa>>-bil-<<schwa>>-tee).Contracts. 1. A fact or circumstance that excuses a party from performing an act, esp. a contractual duty, because (though possible) it would cause extreme and unreasonable difficulty. • For performance to be truly impracticable, the duty must become much more difficult or much more expensive to perform, and this difficulty or expense must have been unanticipated. [Cases: Contracts 309(1). C.J.S. Contracts §§ 520–522, 524.] 2. The doctrine by which such a fact or circumstance excuses performance. Cf. FRUSTRATION(2); IMPOSSIBILITY(4).

commercial impracticability.The occurrence of a contingency whose nonoccurrence was an assumption in the contract, as a result of which one party cannot perform. [Cases: Contracts 309(1). C.J.S. Contracts §§ 520–522, 524.]

“The doctrines of Impossibility, Commercial Impracticability or as the Uniform Commercial Code knows it, Excuse by Failure of Presupposed Conditions, comprise unclimbed peaks of contract doctrine. Clearly, all of the famous early and mid-twentieth century mountaineers, Corbin, Williston, Farnsworth and many lesser men have made attempts on this topic but none has succeeded in conquering the very summit.... In spite of attempts by all of the contract buffs and even in the face of eloquent and persuasive general statements, it remains impossible to predict with accuracy how the law will apply to a variety of relatively common cases. Both the cases and the Code commentary are full of weasel words such as ‘severe’ shortage, ‘marked’ increase, ‘basic’ assumptions, and ‘force majeure.’ ” James J. White & Robert S. Summers, Uniform Commercial Code § 3-9, at 155 (3d ed. 1988).

IMPRESCRIPTIBLE

imprescriptible (im-pr<<schwa>>-skrip-t<<schwa>>-b<<schwa>>l), adj. Not subject to prescription; not capable of being acquired by prescription.

IMPREScriptible RIGHT

imprescriptible right. See RIGHT.

IMPRESSMENT

impressment (im-pres-m<<schwa>>nt), n. 1. The act of forcibly taking (something) for public service. 2. A court's imposition of a constructive trust on equitable grounds. See constructive trust under TRUST. 3. Archaic. The method by which armed forces were formerly expanded, when so-called press-gangs seized men off the streets and forced them to join the army or navy. Cf. CRIMPING. — impress, vb.

IMPREST FUND

imprest fund. See FUND(1).

IMPREST MONEY

imprest money (im-prest). A payment made to a soldier or sailor upon enlistment or impressment.

IMPRIMATUR

imprimatur (im-pri-may-t<<schwa>>r or -mah-t<<schwa>>r). [Latin “let it be printed”] 1. A license required to publish a book. • Once required in England, the imprimatur is now encountered only rarely in countries that censor the press. 2. A general grant of approval; commendatory license or sanction.

IMPRIMIS

imprimis (im-prI-mis), adv. [fr. Latin in primis “in the first”] In the first place. — Also termed in primis.

IMPRISON

imprison, vb. To confine (a person) in prison.

IMPRISONMENT

imprisonment, n. 1. The act of confining a person, esp. in a prison <the imprisonment of Jackson was entirely justified>. 2. The state of being confined; a period of confinement <Jackson's imprisonment lasted 14 years>. See FALSE IMPRISONMENT.

“Imprisonment, by whatever name it is called, is a harsh thing, and the discipline that must be exercised over human beings in close confinement can never be wholly agreeable to those subject to it. When an attempt is made to hide the harsh realities of criminal justice behind euphemistic descriptions, a corrupting irony may be introduced into ordinary speech that is fully as frightening as Orwell's ‘Newspeak.’ ” Lon L. Fuller, *Anatomy of the Law* 57 (1968).

IMPRISONMENT FOR DEBT

imprisonment for debt. Hist. Detention of a debtor by court order to force the debtor to pay

certain civil obligations. • The remedy was usu. available only when the debt arose from nonpayment of taxes or fines owed to the Crown, or from the debtor's failure to pay court-ordered support or alimony, or from the debtor's failure to obey a decree ad factum praestandum. — Also termed civil imprisonment. See decree ad factum praestandum under DECREE.

IMPROBATION

improbation.Scots law. An action to prove that a document is forged or otherwise false. — Also termed proper improbation.

reduction improbation.Scots law. An action in which a person who may be hurt or affected by a document can demand the document's production in court. • The person bringing the action may ask the court either to determine the document's effects or to nullify the document. If the document is not produced, the court can automatically declare it false or forged.

IMPROPER

improper,adj.1. Incorrect; unsuitable or irregular. 2. Fraudulent or otherwise wrongful.

IMPROPER CUMULATION OF ACTIONS

improper cumulation of actions.Hist. Under the common-law pleading system, the joining of inconsistent causes of action in one proceeding. • This is permitted under most modern pleading systems.

IMPROPER FEUD

improper feud.See FEUD(1).

IMPROPER INFLUENCE

improper influence.See UNDUE INFLUENCE(2).

IMPROPER MEANS OF DISCOVERY

improper means of discovery.Trade secrets. A wrongful way of figuring out a competitor's trade secret, as by misrepresentation, eavesdropping, or stealing.

IMPROPER MOTION

improper motion.See MOTION(2).

IMPROPRIATE RECTOR

impropriate rector.See RECTOR(1).

IMPROPRIATION

impropriation (im-proh-pree-ay-sh<<schwa>>n).Eccles. law. The grant of an ecclesiastical benefice to the use of a layperson, whether individual or corporate. See LAY IMPROPRIATOR. Cf. APPROPRIATION(5).

“A church might also be appropriated to a layman, and the proper word to denote this was

impropritation as distinct from appropriation, which was confined to the case of an allocation to a spiritual body.” G.C. Cheshire, *Modern Law of Real Property* 333 (3d ed. 1933).

IMPROVE

improve,vb.1. To increase the value or enhance the appearance of something. 2. To develop (land), whether or not the development results in an increase or a decrease in value. — improver,n.

IMPROVED LAND

improved land.Real property that has been developed. • The improvements may or may not enhance the value of the land.

IMPROVED VALUE

improved value.Real estate. In the appraisal of property, the value of the land plus the value of any improvements.

IMPROVEMENT

improvement. An addition to real property, whether permanent or not; esp., one that increases its value or utility or that enhances its appearance. — Also termed land improvement. Cf. FIXTURE. [Cases: Improvements 1.C.J.S. Improvements §§ 2, 4.]

beneficial improvement.See valuable improvement.

general improvement.An improvement whose primary purpose or effect is to benefit the public generally, though it may incidentally benefit property owners in its vicinity.

local improvement.A real-property improvement, such as a sewer or sidewalk, financed by special assessment, and specially benefiting adjacent property. [Cases: Municipal Corporations 265. C.J.S. Municipal Corporations § 958.]

necessary improvement.An improvement made to prevent the deterioration of property.

public improvement.An improvement made to property owned by the state or any other political entity, such as a municipality.

valuable improvement.An improvement that adds permanent value to the freehold. • Because of its nature, a valuable improvement would not typically be made by anyone other than the owner. A valuable improvement may be slight and of small value, as long as it is both permanent and beneficial to the property. — Also termed beneficial improvement.

voluntary improvement.An improvement whose only purpose is ornamental.

IMPROVEMENT BOND

improvement bond.See revenue bond under BOND(3).

IMPROVEMENT CLAIM

improvement claim.See Jepson claim under PATENT CLAIM.

IMPROVEMENT INVENTION

improvement invention. See INVENTION.

IMPROVEMENT PATENT

improvement patent. See PATENT(3).

IMPROVIDENCE

improvidence (im-prahv-*<<schwa>>-d<<schwa>>nts*). A lack of foresight and care in the management of property, esp. as grounds for removing an estate administrator.

IMPROVIDENT

improvident (im-prahv-*<<schwa>>-d<<schwa>>nt*), adj. 1. Lacking foresight and care in the management of property. 2. Of or relating to a judgment arrived at by using misleading information or a mistaken assumption.

IMPRUIARE

impruiare (im-proo-ee-air-ee), vb. [Law Latin] Hist. To improve land.

IMPUBES

impubes (im-pyoo-beez), n. [Latin] Roman law. A child under the age of puberty. • Under Roman law, this term referred to a male under 14 and a female under 12. Pl. *impuberes* (im-pyoo-b*<<schwa>>-reez*). Cf. INFANS.

IMPUGN

impugn (im-pyoon), vb. To challenge or call into question (a person's character, the truth of a statement, etc.). — *impugnment*, n.

IMPULSE

impulse, n. A sudden urge or inclination that prompts an unplanned action.

uncontrollable impulse. An impulse so overwhelming that it cannot be resisted. • In some jurisdictions, an uncontrollable impulse serves as a defense to criminal conduct committed while in the grip of the impulse. See IRRESISTIBLE-IMPULSE TEST. [Cases: Criminal Law 50.]

IMPUNITY

impunity (im-pyoo-n*<<schwa>>-tee*). An exemption or protection from punishment <because she was a foreign diplomat, she was able to disregard the parking tickets with impunity>. See IMMUNITY.

IMPUTATION

imputation, n. The act or an instance of imputing something, esp. fault or crime, to a person; an accusation or charge <an imputation of negligence>.

IMPUTATION OF PAYMENT

imputation of payment.Civil law. The act of applying or directing payment to principal or interest. La. Civ. Code arts. 1864, 1866.

IMPUTE

impute (im-pyoot), vb. To ascribe or attribute; to regard (usu. something undesirable) as being done, caused, or possessed by <the court imputed malice to the defamatory statement>. — imputation,n. — imputable,adj.

“The word ‘impute’ comes from im (in) and putare (reckon). It means to bring into the reckoning, to attribute or to ascribe. It is sometimes used to attribute vicariously, — to ascribe as derived from another. This is included properly within the general import of the term but it is not its primary meaning. It may be used in many senses. Thus we may impute (ascribe) intent, knowledge, guilt, and so forth. Here it is used in the basic sense of imputing (ascribing) the fact itself. Harm has been done. Did the defendant do it? Usually such an inquiry is purely factual. What really happened? At times, however, when all the facts are known we have to ask: Will the law impute (attribute or ascribe) what happened to the defendant? That is what is meant here by ‘imputability.’ ” Rollin M. Perkins & Ronald N. Boyce, *Criminal Law* 605 (3d ed. 1982).

IMPUTED DISQUALIFICATION

imputed disqualification.See vicarious disqualification under **DISQUALIFICATION**.

IMPUTED INCOME

imputed income.See **INCOME**.

IMPUTED INTEREST

imputed interest.See **INTEREST**(3).

IMPUTED KNOWLEDGE

imputed knowledge.See **KNOWLEDGE**.

IMPUTED NEGLIGENCE

imputed negligence.See **NEGLIGENCE**.

IMPUTED NOTICE

imputed notice.See **NOTICE**.

IN

in,prep. Under or based on the law of <to bring an action in contract>.

IN ABSENTIA

in absentia (in ab-sen-shee-<<schwa>> or ab-sen-sh<<schwa>>). [Latin] In the absence of (someone); in (someone's) absence <tried in absentia>.

INACCURACY REJECTION

inaccuracy rejection. See REJECTION.

IN ACQUIRENDA POSSESSIONE

in acquirenda possessione (in ak-w<<schwa>>-ren-d<<schwa>>p<<schwa>>-zes[h]-ee-oh-nee). [Latin] Hist. In the course of acquiring possession.

IN ACTION

in action. (Of property) attainable or recoverable through litigation. See CHOSE IN ACTION.

INACTIVE CASE

inactive case. See CASE.

INACTIVE STOCK

inactive stock. See STOCK.

INADEQUATE CONSIDERATION

inadequate consideration. See CONSIDERATION(1).

INADEQUATE DAMAGES

inadequate damages. See DAMAGES.

INADEQUATE REMEDY AT LAW

inadequate remedy at law. A remedy (such as money damages) that does not sufficiently correct the wrong, as a result of which an injunction may be available to the disadvantaged party. See IRREPARABLE-INJURY RULE. [Cases: Injunction 17, 138.9. C.J.S. Injunctions §§ 30–31.]

INADMISSIBLE

inadmissible, adj. 1. (Of a thing) not allowable or worthy of being admitted. 2. (Of evidence) excludable by some rule of evidence. [Cases: Federal Civil Procedure 2011; Trial 43. C.J.S. Trial § 162.]

IN ADVERSUM

in adversum (in ad-v<<schwa>>r-s<<schwa>>m). [Law Latin] Against an adverse party.

“Where a decree is obtained against one who resists, it is termed ‘a decree not by consent but in adversum.’” 1 John Bouvier, Bouvier's Law Dictionary 1518 (8th ed. 1914).

INADVERTENCE

inadvertence, n. An accidental oversight; a result of carelessness.

INADVERTENT DISCOVERY

inadvertent discovery. Criminal procedure. A law-enforcement officer's unexpected finding of incriminating evidence in plain view. • Even though this type of evidence is obtained without a warrant, it can be used against the accused under the plain-view exception to the warrant requirement. [Cases: Searches and Seizures 48. C.J.S. Searches and Seizures § 68.]

INADVERTENT NEGLIGENCE

inadvertent negligence. See NEGLIGENCE.

INAEDIFICATIO

inaedificatio (in-ee-di-fi-kay-shee-oh), n. [Latin] Roman law. The act of building on another's land with one's own materials, or on one's own land with another's materials. • This was a form of accessio. Regardless of the source of the materials, the building became the landowner's property. See ACCESSIO.

IN AEMULATIONEM

in aemulationem (in ee-my<<schwa>>-lay-shee-oh-n<<schwa>>m). [Latin] Hist. With a desire to injure; with an intent to annoy.

IN AEMULATIONEM VICINI

in aemulationem vicini (in ee-my<<schwa>>-lay-shee-oh-n<<schwa>>m vI-sI-nI). [Latin] Hist. To the annoyance of a neighbor.

IN AEQUALI JURE

in aequali jure (in ee-kway-IIjoor-ee). [Law Latin] In equal right.

IN AEQUALI MANU

in aequali manu (in ee-kway-IIman-yoo). [Law Latin] In equal hand. • This phrase refers to property held indifferently between two parties, as when the parties to an instrument deposit it in the hands of a neutral third person. — Also termed in aequa manu.

IN AEQUO

in aequo (in ee-kwoh). [Law Latin] Hist. In equity. Cf. EX AEQUO ET BONO.

INALIENABLE

inalienable, adj. Not transferable or assignable <inalienable property interests>. — Also termed unalienable.

INALIENABLE INTEREST

inalienable interest. See INTEREST(2).

INALIENABLE RIGHT

inalienable right. See RIGHT.

IN ALIENO SOLO

in alieno solo (in ay-lee- or al-ee-ee-noh soh-loh). [fr. Law French en auter soile] In another's land.

IN ALIO LOCO

in alio loco (in al-ee-oh loh-koh). [Latin] In another's place. See CEPIT IN ALIO LOCO .

IN AMBIGUO

in ambiguo (in am-big-yoo-oh). [Law Latin] In doubt.

IN APICIBUS JURIS

in apicibus juris (in <<schwa>>-pis-<<schwa>>-b<<schwa>>s joor-is). [Latin] Among the extremes (or most subtle doctrines) of the law.

INARBITRABLE

in arbitrable,adj.1. (Of a dispute) not capable of being arbitrated; not subject to arbitration. [Cases: Arbitration 3.1. C.J.S. Arbitration § 11.] 2. Not subject to being decided.

IN ARBITRIO ALIENO

in arbitrio alieno (in ahr-bi-tree-oh ay-lee-ee-noh or al-ee-). [Law Latin] According to the judgment of another. • This term refers to property bequeathed to a trustee for the benefit of others, to be used in the trustee's discretion.

IN ARBITRIUM JUDICIS

in arbitrium judicis (in ahr-bi-tree-<<schwa>>m joo-di-sis). [Latin] At the decision or discretion of the judge.

IN ARCTA ET SALVA CUSTODIA

in arcta et salva custodia (in ahrk-t<<schwa>> et sal-v<<schwa>>k<<schwa>>-stoh-dee-<<schwa>>). [Latin] In close and safe custody.

IN ARREARS

in arrears (in <<schwa>>-reerz), adj. & adv.1. Behind in the discharging of a debt or other obligation <the tenants were in arrears with the rent>.2. At the end of a term or period instead of the beginning <the interests, fees, and costs are payable in arrears>.

IN ARTICULO MORTIS

in articulo mortis (in ahr-tik-y<<schwa>>-loh mor-tis). [Law Latin] At the point of death. Cf. IN EXTREMIS.

INAUDITA ALTERA PARTE

inaudita altera parte (in-aw-di-t<<schwa>> or in-aw-dI-t<<schwa>> al-t<<

schwa>>-r<<schwa>> pahr-tee). [Latin "without hearing the other party"] Ex parte. • The term is sometimes used in decisions of the European Court of Justice. See EX PARTE.

INAUGURATION

inauguration (i-naw-gy<<schwa>>-ray-sh<<schwa>>n), n.1. A formal ceremony inducting someone into office. 2. A formal ceremony introducing something into public use. 3. The formal commencement of a period of time or course of action. — inaugurate (i-naw-gy<<schwa>>-rayt), vb. — inauguratory (i-naw-gy<<schwa>>-r<<schwa>>-tor-ee), adj. — inaugurator (i-naw-gy<<schwa>>-ray-t<<schwa>>r), n.

IN AUTRE DROIT

in autre droit (in oh-tr<<schwa>> droyt). [Law French] See EN AUTRE DROIT.

IN BANC

in banc. See EN BANC.

IN BANCO

in banco. See EN BANC.

IN BANK

in bank. See EN BANC.

IN BEING

in being. Existing in life <life in being plus 21 years>. • In property law, this term includes children conceived but not yet born. — Also termed in esse. See LIFE IN BEING.

“The intentional killing of one not ‘in being,’ i.e. an unborn child, was until 1929 punishable neither as murder nor as infanticide. There can be no murder nor manslaughter of a child which dies before being born or even whilst being born, only of one that has been born and, moreover, been born alive.” J.W. Cecil Turner, *Kenny's Outlines of Criminal Law* 104 (16th ed. 1952).

IN BLANK

in blank. (Of an indorsement) not restricted to a particular indorsee. See blank indorsement under INDORSEMENT.

INBOARD

inboard, adj. Maritime law. (Of cargo) stowed between the boards (i.e., sides) of the vessel; esp., stowed inside or near the vessel's centerline.

IN BONIS DEFUNCTI

in bonis defuncti (in boh-nis di-f<<schwa>>ngk-tl). [Latin] Hist. Among the property of the deceased.

IN BONIS ESSE

in bonis esse (in boh-nis es-ee ores-ay). [Latin "to be among the goods"] Roman law. 1. To be someone's property. 2. (Of property) held in possession without benefit of a solemn act (such as mancipatio) required to transfer ownership, until ownership might be acquired by the passage of time. See bonitary ownership under OWNERSHIP.

IN BONIS HABERE

in bonis habere (in boh-nis h<<schwa>>-beer-ee). See bonitary ownership under OWNERSHIP.

INC.

Inc.abbr.Incorporated.

IN CAHOOTS

in cahoots.See CAHOOTS.

IN CAMERA

in camera (in kam-<<schwa>>-r<<schwa>>), adv. & adj.[Law Latin "in a chamber"] 1. In the judge's private chambers. 2. In the courtroom with all spectators excluded. 3. (Of a judicial action) taken when court is not in session. — Also termed (in reference to the opinion of one judge) in chambers.

IN CAMERA INSPECTION

in camera inspection.A trial judge's private consideration of evidence. [Cases: Pretrial Procedure 411; Witnesses 223. C.J.S. Discovery § 101; Witnesses § 377.]

IN CAMERA PROCEEDING

in camera proceeding.See PROCEEDING.

IN CAMERA SITTING

in camera sitting.See SITTING.

IN CAMPO

in campo (in kam-poh). [Latin] Hist. In the field; before the court.

INCAPACITATED PERSON

incapacitated person.A person who is impaired by an intoxicant, by mental illness or deficiency, or by physical illness or disability to the extent that personal decision-making is impossible.

INCAPACITATION

incapacitation,n.1. The action of disabling or depriving of legal capacity. 2. The state of being disabled or lacking legal capacity. — incapacitate,vb.

INCAPACITY

incapacity. 1. Lack of physical or mental capabilities. 2. Lack of ability to have certain legal consequences attach to one's actions. • For example, a five-year-old has an incapacity to make a binding contract. 3.DISABILITY (1).4.DISABILITY(2). Cf. INCOMPETENCY.

testimonial incapacity.The lack of capacity to testify. [Cases: Witnesses 35. C.J.S. Witnesses §§ 87–88, 90, 92.]

INCAPAX DOLI

incapax doli (in-kay-paks doh-II). See CAPAX DOLI.

IN CAPITA

in capita.Individually. See PER CAPITA.

IN CAPITE

in capite (in kap-<<schwa>>-tee). [Law Latin “in chief”] Hist. A type of tenure in which a person held land directly of the Crown. — Also termed tenure in capite.

INCARCERATION

incarceration,n. The act or process of confining someone; IMPRISONMENT. Cf. DECARCERATION. — incarcerate,vb. — incarcerator,n.

shock incarceration.Incarceration in a military-type setting, usu. for three to six months, during which the offender is subjected to strict discipline, physical exercise, and hard labor. See 18 USCA § 4046. • After successfully completing the program, the offender is usu. placed on probation. See BOOT CAMP. Cf. shock probation under PROBATION.

IN CASU CONSIMILI

in casu consimili.See CASU CONSIMILI.

IN CASU PROVISIO

in casu proviso (in kay-s[y]oo pr<<schwa>>-vI-zoh). See CASU PROVISIO.

IN CAUSA

in causa (in kaw-z<<schwa>>). [Latin] Hist. In the cause <the record in causa Abercromby v. Graham is closed>.

INCENDIARIUS

incendiarius (in-sen-dee-air-ee-<<schwa>>s), n. Roman law. A fire-raiser; an arsonist.

INCENDIARY

incendiary (in-sen-dee-er-ee), n.1. One who deliberately and unlawfully sets fire to property. — Also termed arsonist; firebug. 2. An instrument (such as a bomb) or chemical agent designed to

start a fire. — incendiary,adj.

INCENDIUM

incendium (in-sen-dee-<<schwa>>m), n. [Latin] 1.Roman law. Fire. 2.Hist. Arson.

INCENTIVE PAY PLAN

incentive pay plan.A compensation plan in which increased productivity is rewarded with higher pay.

INCENTIVE STOCK OPTION

incentive stock option.See STOCK OPTION(2).

INCENTIVE THEORY

incentive theory.Intellectual property. The proposition that society grants creators exclusive rights to their intellectual property in order to stimulate further creativity. • The Patent and Copyright Clause of the U.S. Constitution declares that the purpose of exclusive-right protection is to “promote the Progress of Science and useful Arts.” U.S. Const. art. I, § 8, cl. 8.

INCENTIVE-TO-COMMERCIALIZE THEORY

incentive-to-commercialize theory.Patents. The economic theory justifying the grant of patent rights based on how efficient the patent system is at bringing together diverse resources such as commercial backing, manufacturing capacity, marketing know-how, and other skills that the inventor alone would be unable to handle. — Also termed incentive-to-invest theory; incentive-to-innovate theory; prospect theory. Cf. INCENTIVE-TO-DESIGN-AROUND THEORY; INCENTIVE-TO-DISCLOSE THEORY; INCENTIVE-TO-INVENT THEORY.

INCENTIVE-TO-DESIGN-AROUND THEORY

incentive-to-design-around theory.Patents. The economic theory justifying the grant of patent rights based on their tendency to encourage others to design substitutes and improvements that are better or cheaper. Cf. INCENTIVE-TO-COMMERCIALIZE THEORY Y; INCENTIVE-TO-DISCLOSE THEORY; INCENTIVE-TO-INVENT THEORY .

INCENTIVE-TO-DISCLOSE THEORY

incentive-to-disclose theory.Patents. The economic theory justifying the grant of patent rights based on the social benefit of having the information enter the public domain. • Without the incentive, the argument goes, the technical advancements would remain trade secrets and the duplication of research efforts would be a waste to society. Cf. INCENTIVE-TO-COMMERCIALIZE THEORY; INCENTIVE-TO-DESIGN-AROUND THEORY; INCENTIVE-TO-INVENT THEORY.

INCENTIVE-TO-INNOVATE THEORY

incentive-to-innovate theory.See INCENTIVE-TO-COMMERCIALIZE THEORY.

INCENTIVE-TO-INVENT THEORY

incentive-to-invent theory. Patents. The economic theory justifying the grant of patent rights based on their tendency to encourage new inventions that benefit society and that may not otherwise be developed. Cf. **INCENTIVE-TO-COMMERCIALIZE THEORY** Y; **INCENTIVE-TO-DESIGN-AROUND THEORY**; **INCENTIVE-TO-DISCLOSE THEORY** Y.

INCENTIVE-TO-INVEST THEORY

incentive-to-invest theory. See **INCENTIVE-TO-COMMERCIALIZE THEORY**.

INCENTIVE ZONING

incentive zoning. See **ZONING**.

INCERTA PERSONA

incerta persona (in-s<<schwa>>r-t<<schwa>> p<<schwa>>r-soh-n<<schwa>>). [Latin “uncertain person”] Roman law. A person (or corporate body) that could not inherit property, such as a person whose existence was uncertain or whom the testator could not identify by name (such as the first person to appear at the testator's funeral). Pl. *incertae personae*.

“Another change under Justinian was of much greater importance. Gifts of all kinds could now be made to *incertae personae*....” W.W. Buckland, *A Text-Book of Roman Law from Augustus to Justinian* 363 (Peter Stein ed., 3d ed. 1963).

INCERTO PATRE

incerto patre (in-s<<schwa>>r-toh pay-tree). [Latin] Hist. From an uncertain father. • The phrase appeared in reference to illegitimate children.

INCEST

incest, n. 1. Sexual relations between family members or close relatives, including children related by adoption. • Incest was not a crime under English common law but was punished as an ecclesiastical offense. Modern statutes make it a felony.

“Although incest under both English and American law is a distinct crime, its commission may involve any of eight different offenses: illegal marriage, consensual cohabitation by unmarried persons, fornication (consensual intercourse), forcible rape, statutory rape, child abuse, and juvenile delinquency (sexual relations between minor siblings or cousins).... The choice of crime charged is generally one of prosecutorial discretion. Unless one of the participants is a minor and the other an adult, both parties may be prosecuted for incest.” Lois G. Forer, “Incest,” in *3 Encyclopedia of Crime and Justice* 880, 880 (Sanford H. Kadish ed., 1983).

2. Intermarriage between persons related in any degree of consanguinity or affinity within which marriage is prohibited — for example, through the uncle–niece or aunt–nephew relationship. [Cases: Incest 1–8.5. C.J.S. Incest §§ 2–7.] — incestuous, adj.

INCESTUOSI

incestuosi (in-ses-choo-oh-sI). [Law Latin] Hist. Children begotten incestuously. Cf. ADULTERINI.

INCESTUOUS ADULTERY

incestuous adultery. See ADULTERY.

IN CHAMBERS

in chambers. See IN CAMERA(1).

INCHARTARE

inchartare (in-kahr-tair-ee), vb. [Law Latin “to put in charter”] Hist. To grant by written instrument.

IN CHIEF

in chief. 1. Principal, as opposed to collateral or incidental. 2. Denoting the part of a trial in which the main body of evidence is presented. See CASE-IN-CHIEF F.

INCHMAREE CLAUSE

Inchmaree clause (inch-m<<schwa>>-ree). Maritime law. An insurance-policy provision that protects against risks not caused by nature, such as a sailor's negligence or a latent defect in machinery. • This term is taken from a British ship, the Inchmaree, whose sinking in 1884 gave rise to litigation that led to the clause bearing its name. — Also termed additional-perils clause. [Cases: Insurance 2228, 2231. C.J.S. Insurance §§ 997, 1011–1012.]

“The most celebrated decision of recent times under the ‘general’ clause was doubtless *Thames & Mersey Marine Ins. Co. v. Hamilton, Fraser & Co.*, 12 App.Cas. 484 (1887). A pump, insured as part of the machinery of a vessel, clogged through valve failure and was damaged. The House of Lords held this accident arose neither through a ‘peril of the sea’ nor through a cause ejusdem generis with the enumerated perils.... This was a disquieting decision, for it more than suggested that many costly accidents that might be suffered by the expensive machinery on steam vessels were not covered by the standard marine policy. The result was the inclusion of the celebrated ‘Inchmaree’ clause in hull policies, extending special coverage not only to machinery breakage but to many other classes of loss not covered by the standard perils clause as restrictively construed.” Grant Gilmore & Charles L. Black Jr., *The Law of Admiralty* § 4-8, at 74 n.90 (2d ed. 1975).

INCHOATE

inchoate (in-koh-it), adj. Partially completed or imperfectly formed; just begun. Cf. CHOATE. — inchoateness, n.

“The word ‘inchoate,’ not much used in ordinary discourse, means ‘just begun,’ ‘undeveloped.’ The common law has given birth to three general offences which are usually termed ‘inchoate’ or ‘preliminary’ crimes — attempt, conspiracy, and incitement. A principal feature of these crimes is that they are committed even though the substantive offence is not

successfully consummated. An attempt fails, a conspiracy comes to nothing, words of incitement are ignored — in all these instances, there may be liability for the inchoate crime.” Andrew Ashworth, *Principles of Criminal Law* 395 (1991).

INCHOATE CRIME

inchoate crime. See inchoate offense under OFFENSE(1).

INCHOATE DOWER

inchoate dower. See DOWER.

INCHOATE INSTRUMENT

inchoate instrument. See INSTRUMENT(3).

INCHOATE INTEREST

inchoate interest. See INTEREST(2).

INCHOATE LIEN

inchoate lien. See LIEN.

INCHOATE OFFENSE

inchoate offense. See OFFENSE(1).

INCHOATE RIGHT

inchoate right. 1. A right that has not fully developed, matured, or vested. 2. Patents. An inventor's right that has not yet vested into a property right because the patent application is pending. [Cases: Patents 182.]

INCIDENT

incident, adj. Dependent upon, subordinate to, arising out of, or otherwise connected with (something else, usu. of greater importance) <the utility easement is incident to the ownership of the tract>. — incident, n.

incident, n. 1. A discrete occurrence or happening <an incident of copyright infringement>. 2. A dependent, subordinate, or consequential part (of something else) <child support is a typical incident of divorce>.

INCIDENTAL

incidental, adj. Subordinate to something of greater importance; having a minor role <the FAA determined that the wind played only an incidental part in the plane crash>.

INCIDENTAL ADMISSION

incidental admission. See ADMISSION(1).

INCIDENTAL AUTHORITY

incidental authority. See AUTHORITY(1).

INCIDENTAL BENEFICIARY

incidental beneficiary. See BENEFICIARY.

INCIDENTAL DAMAGES

incidental damages. See DAMAGES.

INCIDENTAL DEMAND

incidental demand. See DEMAND(1).

INCIDENTAL MAIN MOTION

incidental main motion. See MOTION(2).

INCIDENTAL MOTION

incidental motion. See MOTION(2).

INCIDENTAL POWER

incidental power. See incident power under POWER(3).

INCIDENTAL USE

incidental use. See USE(1).

INCIDENTER

incidenter (in-si-den-t<<schwa>>r). [Latin] Hist. Incidentally.

INCIDENT OF OWNERSHIP

incident of ownership. (usu. pl.) Any right of control that may be exercised over a transferred life-insurance policy so that the policy's proceeds will be included in a decedent's gross estate for estate-tax purposes <because Douglas still retained the incidents of ownership after giving his life-insurance policy to his daughter, the policy proceeds were taxed against his estate>. • The incidents of ownership include the rights to change the policy's beneficiaries and to borrow against, assign, and cancel the policy. [Cases: Internal Revenue 4155. C.J.S. Internal Revenue § 510.]

INCIDENT POWER

incident power. See POWER(3).

INCIDENT TO EMPLOYMENT

incident to employment. Workers' compensation. A risk that is related to or connected with a worker's job duties. [Cases: Workers' Compensation 610–611. C.J.S. Workmen's Compensation §§ 376, 378.]

INCIDERE

incidere (in-sid-<<schwa>>-ree), vb.[Latin “fall into or on”] Roman law. To come within the scope of a law or to fall into a legal category; esp. to become involved in a situation that entangles a person in a legal action. • This term had a similar meaning under English law. For example, a person might become liable to (or “fall into”) amercement (incidere in misericordiam). See AMERCEMENT.

INCIPITUR

incipitur (in-sip-i-t<<schwa>>r). [Law Latin] Hist. It is begun. • This refers to the practice of entering the commencement of a pleading on the court roll.

INCITE

incite,vb. To provoke or stir up (someone to commit a criminal act, or the criminal act itself). Cf. ABET.

INCITEE

incitee. A person who has been incited, esp. to commit a crime.

INCITEFUL

inciteful,adj. Tending to incite <inciteful speech>.

INCITEMENT

incitement,n.1. The act or an instance of provoking, urging on, or stirring up. 2.Criminal law. The act of persuading another person to commit a crime; SOLICITATION(2). [Cases: Criminal Law 45. C.J.S. Criminal Law §§ 115, 124–126.] — inciteful,adj.

“An inciter is one who counsels, commands or advises the commission of a crime. It will be observed that this definition is much the same as that of an accessory before the fact. What, then, is the difference between the two? It is that in incitement the crime has not (or has not necessarily) been committed, whereas a party cannot be an accessory in crime unless the crime has been committed. An accessory before the fact is party to consummated mischief; an inciter is guilty only of an inchoate crime.” Glanville Williams, *Criminal Law* 612 (2d ed. 1961).

“Emphasis upon the theory of one offense with guilt attaching to several is quite appropriate because it is still part of the groundwork of our legal philosophy, so far as perpetrators, abettors and inciters are concerned, despite the fact that some of the statutes require lipservice to the notion of a separate substantive offense, in the effort to avoid certain procedural difficulties. It explains how one may be guilty of a crime he could not perpetrate, by having caused or procured it as a result of his abetment or incitement.” Rollin M. Perkins & Ronald N. Boyce, *Criminal Law* 732–33 (3d ed. 1982).

INCITER

inciter. A person who incites another to commit a crime; an aider or abettor.

INCITING REVOLT

inciting revolt. See MUTINY.

INCIVILE

incivile (in-siv-*<<schwa>>*-lee), adj. [Law Latin] Irregular; out of the due course of law.

INCIVISM

incivism (in-si-viz-*<<schwa>>*m). Unfriendliness toward one's own country or its government; lack of good citizenship.

INCLAUSA

inclausa (in-klaw-z*<<schwa>>*). [Law Latin] Hist. An enclosure near a house; a home close. See CLOSE(1).

IN CLIENTELA

in clientela (in kli-*<<schwa>>*n-tee-l*<<schwa>>*). [Latin] Hist. In the relation between client and patron.

INCLOSE

inclose, vb. See ENCLOSE.

INCLOSURE

inclosure. See ENCLOSURE.

INCLUDE

include, vb. To contain as a part of something. • The participle including typically indicates a partial list <the plaintiff asserted five tort claims, including slander and libel>. But some drafters use phrases such as including without limitation and including but not limited to — which mean the same thing. See NAMELY.

INCLUDED OFFENSE

included offense. See lesser included offense under OFFENSE(1).

INCLUSIONARY-APPROACH RULE

inclusionary-approach rule. The principle that evidence of a prior crime, wrong, or act is admissible for any purpose other than to show a defendant's criminal propensity as long as it is relevant to some disputed issue and its probative value outweighs its prejudicial effect. [Cases: Criminal Law 369.2(1). C.J.S. Criminal Law §§ 825–826.]

INCLUSIO UNIUS EST EXCLUSIO ALTERIUS

inclusio unius est exclusio alterius. See EXPRESSIO UNIUS EST EXCLUSIO ALTERIUS .

INCLUSIVE DEED

inclusive deed. See inclusive grant under GRANT.

INCLUSIVE GRANT

inclusive grant. See GRANT.

INCLUSIVE SURVEY

inclusive survey. See SURVEY.

INCOGNITO

incognito (in-kog-nee-toh or in-kog-ni-toh), adj. Without making one's name or identity known <Binkley flew incognito to France>.

INCOLA

incola (in-k<<schwa>>-l<<schwa>>), n. [Latin "an inhabitant"] Roman law. A foreign resident without full civil rights; the inhabitant of a foreign colony. • The term is used particularly for provincial residents who were not Roman citizens. — Also termed (in English) incolant. Cf. PEREGRINUS.

INCOME

income. The money or other form of payment that one receives, usu. periodically, from employment, business, investments, royalties, gifts, and the like. See EARNINGS. Cf. PROFIT.

accrued income. Money earned but not yet received.

accumulated income. Income that is retained in an account; esp., income that a trust has generated, but that has not yet been reinvested or distributed by the trustee. [Cases: Internal Revenue 4008. C.J.S. Internal Revenue § 446.]

accumulated taxable income. The income of a corporation as adjusted for certain items (such as excess charitable contributions), less the dividends-paid deduction and the accumulated-earnings credit. • It serves as the base upon which the accumulated-earnings tax is imposed. See accumulated-earnings tax under TAX. [Cases: Internal Revenue 3833.]

active income. 1. Wages; salary. 2. Income from a trade or business.

adjusted gross income. Gross income minus allowable deductions specified in the tax code. — Abbr. AGI. [Cases: Taxation 979.]

adjusted ordinary gross income. A corporation's gross income less capital gains and certain expenses. • The IRS uses this calculation to determine whether a corporation is a personal holding company. If 60% or more of a corporation's AOGI consists of certain passive investment income, the company has met the test for personal-holding-company classification. IRC (26 USCA) § 543(b). — Abbr. AOGI. See personal holding company under COMPANY. [Cases: Internal Revenue 3853–3858. C.J.S. Internal Revenue §§ 383–385.]

aggregate income. The combined income of a husband and wife who file a joint tax return. [Cases: Internal Revenue 3566.1, 4481. C.J.S. Internal Revenue §§ 335, 366, 637.]

blocked income. Money earned by a foreign taxpayer but not subject to U.S. taxation because the foreign country prohibits changing the income into dollars.

current income. Income that is due within the present accounting period. — Also termed current revenue.

deferred income. Money received at a time later than when it was earned, such as a check received in January for commissions earned in November.

disposable income. Income that may be spent or invested after payment of taxes and other primary obligations. — Also termed disposable earnings.

distributable net income. The amount of distributions from estates and trusts that the beneficiaries will have to include in income. [Cases: Internal Revenue 3173, 4018. C.J.S. Internal Revenue §§ 66, 95, 439, 443–444, 452.]

dividend income. The income resulting from a dividend distribution and subject to tax. [Cases: Internal Revenue 3743–3774; Taxation 988. C.J.S. Internal Revenue §§ 72, 389–391, 395; Taxation § 1728.]

earned income. Money derived from one's own labor or active participation; earnings from services. Cf. unearned income (2).

exempt income. Income that is not subject to income tax. [Cases: Internal Revenue 4045–4071; Taxation 1048. C.J.S. Internal Revenue §§ 327, 462–474, 670, 798; Taxation § 1736–1737.]

fixed income. Money received at a constant rate, such as a payment from a pension or annuity.

gross income. Total income from all sources before deductions, exemptions, or other tax reductions. IRC (26 USCA) § 61. — Also termed gross earnings. [Cases: Taxation 979.]

imputed income. The benefit one receives from the use of one's own property, the performance of one's services, or the consumption of self-produced goods and services.

income in respect of a decedent. Income earned by a person, but not collected before death. • This income is included in the decedent's gross estate for estate-tax purposes. For income-tax purposes, it is taxed to the estate or, if the estate does not collect the income, it is taxed to the eventual recipient. — Abbr. IRD. [Cases: Internal Revenue 4035–4039; Taxation 1024. C.J.S. Internal Revenue §§ 435–439, 457–461; Taxation §§ 1710–1712.]

“If a decedent has earned income that he or she had not received before death and was not entitled to receive before death, such income is known — for Federal Income Tax purposes — as ‘income in respect of a decedent’ (I.R.D.). For example, if the decedent earned fees or salary or wages for work done before death but not payable until later, and if decedent was a cash method taxpayer (versus an accrual method taxpayer), that earned but unpaid income would not properly be shown on the final income tax return filed for the decedent, for that taxable period ends with the date of death. Rather it is I.R.D. that becomes taxable to the estate of the decedent.” John K. McNulty, *Federal Estate and Gift Taxation in a Nutshell* 89 (5th ed. 1994).

investment income. See unearned income.

net income. Total income from all sources minus deductions, exemptions, and other tax reductions. • Income tax is computed on net income. — Also termed net earnings. [Cases: Taxation 980. C.J.S. Taxation §§ 1715–1716.]

net operating income. Income derived from operating a business, after subtracting operating costs.

nonoperating income. Business income derived from investments rather than operations.

operating income. See ordinary income (1).

ordinary income. 1. For business-tax purposes, earnings from the normal operations or activities of a business. — Also termed operating income. 2. For individual income-tax purposes, income that is derived from sources such as wages, commissions, and interest (as opposed to income from capital gains). [Cases: Internal Revenue 3230.1–3257; Taxation 986, 996. C.J.S. Internal Revenue §§ 128–129, 131–145, 490–491; Taxation §§ 1724, 1732–1733.]

other income. Income not derived from an entity's principal business, such as earnings from dividends and interest.

passive income. Income derived from a business, rental, or other income-producing activity that the earner does not directly participate in or has no immediate control over. See PASSIVE ACTIVITY. Cf. portfolio income.

passive investment income. Investment income that does not involve or require active participation, such as gross receipts from royalties, rental income, dividends, interest, annuities, and gains from the sale or exchange of securities. IRC (26 USCA) § 1362(d). [Cases: Internal Revenue 3892.]

personal income. The total income received by an individual from all sources.

portfolio income. Income not derived in the ordinary course of a trade or business, such as interest earned on savings, dividends, royalties, capital gains, or other investment sources. • For tax purposes, losses on passive activities cannot be used to offset net portfolio income. Cf. passive income.

prepaid income. Income received but not yet earned. — Also termed deferred revenue.

previously taxed income. An S corporation's undistributed taxable income taxed to the shareholders as of the last day of the corporation's tax year. • This income could usu. be withdrawn later by the shareholders without tax consequences. PTI has been replaced by the accumulated adjustments account. — Abbr. PTI.

real income. Income adjusted to allow for inflation or deflation so that it reflects true purchasing power.

regular income. Income that is received at fixed or specified intervals.

split income. An equal division between spouses of earnings reported on a joint tax return, allowing for equal tax treatment in community-property and common-law states.

taxable income. Gross income minus all allowable deductions and exemptions. • Taxable income is multiplied by the applicable tax rate to compute one's tax liability. [Cases: Internal Revenue 4529; Taxation 980. C.J.S. Internal Revenue §§ 644–645; Taxation §§ 1715–1716.]

unearned income. 1. Earnings from investments rather than labor. — Also termed investment income. 2. Income received but not yet earned; money paid in advance. Cf. earned income.

unrelated-business income. Tax. Gross income earned by a nonprofit corporation from activities unrelated to its nonprofit functions. • A nonprofit corporation's income is tax-exempt only to the extent that it is produced by activities directly related to its nonprofit purpose. — Also termed unrelated-business taxable income. IRC (26 USCA) § 512(a)(3)(A). [Cases: Internal Revenue 4068. C.J.S. Internal Revenue §§ 473–474.]

“The [Internal Revenue] Service has justified the unrelated business income tax as a means of preventing unfair competition between tax-exempt and for-profit providers. Thus, part of the analysis of whether income from a business venture is unrelated business taxable income focuses on the impact of the activity on competitors by inquiring whether the activity at issue is one generally offered by commercial enterprise. The categorization of a business activity of an exempt organization as related or unrelated to the exempt purpose of the organization follows very few bright-line rules. Approaches to the question of exempt purposes within the context of unrelated business income differ substantially from those used in the context of the qualification of an entity for exempt status itself.” Barry R. Furrow et al., *Health Law* § 8-1, at 419 (2d ed. 2000).

INCOME-AND-EXPENSE DECLARATION

income-and-expense declaration. Family law. In child-support litigation, a document that contains information on a parent's income, assets, expenses, and liabilities. — Also termed financial statement.

INCOME APPROACH

income approach. A method of appraising real property based on capitalization of the income that the property is expected to generate. Cf. MARKET APPROACH; COST APPROACH . [Cases: Taxation 348(5).]

INCOME AVERAGING

income averaging. Tax. A method of computing tax by averaging a person's current income with that of preceding years. [Cases: Internal Revenue 3092. C.J.S. Internal Revenue § 334.]

“A distinct departure from the strict annual system of taxing income is the concept of averaging income, allowed until repeal by the 1986 T.R.A.... [T]he rate at which the item was taxed was made to depend not only on the rates and level of income for that year, but upon the taxpayer's experience over the past four years. The item was (sometimes) taxed as if it had been received over a four-year period. Especially for authors, actors, athletes, and other taxpayers who

have fluctuating or bunched income and face graduated tax rates that apply on an annual basis, income averaging was most important.” John K. McNulty, *Federal Income Taxation of Individuals in a Nutshell* 353 (5th ed. 1995).

INCOME-BASED PLAN

income-based plan. See CHAPTER 13.

INCOME-BASIS METHOD

income-basis method. A method of computing the rate of return on a security using the interest and price paid rather than the face value.

INCOME BENEFICIARY

income beneficiary. See BENEFICIARY.

INCOME BOND

income bond. See BOND(3).

INCOME EXCLUSION

income exclusion. See EXCLUSION(1).

INCOME FUND

income fund. See MUTUAL FUND.

INCOME IN RESPECT OF A DECEDENT

income in respect of a decedent. See INCOME.

INCOME PROPERTY

income property. See PROPERTY.

INCOME-SHIFTING

income-shifting. The practice of transferring income to a taxpayer in a lower tax bracket, such as a child, to reduce tax liability. • Often this is accomplished by forming a Clifford trust. See Clifford trust under TRUST; kiddie tax under TAX.

INCOME STATEMENT

income statement. A statement of all the revenues, expenses, gains, and losses that a business incurred during a given period. — Also termed statement of income; profit-and-loss statement; earnings report. Cf. BALANCE SHEET.

INCOME STOCK

income stock. See STOCK.

INCOME TAX

income tax. See TAX.

INCOME-TAX DEFICIENCY

income-tax deficiency. See DEFICIENCY(2).

INCOME-TAX RETURN

income-tax return. See TAX RETURN.

INCOME-TAX WITHHOLDING

income-tax withholding. See WITHHOLDING.

INCOME-WITHHOLDING ORDER

income-withholding order. A court order providing for the withholding of a person's income by an employer, usu. to enforce a child-support order. — Also termed wage-withholding order; wage-assignment order; wage assignment. Cf. ATTACHMENT OF WAGES.

INCOME YIELD

income yield. See CAPITALIZATION RATE.

IN COMMENDAM

in commendam (in k<<schwa>>-men-d<<schwa>>m). [Law Latin] Civil law. In trust. • The phrase typically referred to property held in a limited partnership. See limited partnership under PARTNERSHIP.

IN COMMON

in common. Shared equally with others, undivided into separately owned parts. — Also termed in communi. See tenancy in common under TENANCY.

IN COMMUNI

in communi (in k<<schwa>>-myoo-nI). [Law Latin] In common.

INCOMMUNICADO

incommunicado (in-k<<schwa>>-myoo-ni-kah-doh), adj. [Spanish] 1. Without any means of communication. 2. (Of a prisoner) having the right to communicate with only a few designated people.

IN COMMUNI FORMA

in communi forma (in k<<schwa>>-myoo-nIfor-m<<schwa>>). [Law Latin] Hist. In common form; in general form rather than special form. — Also written in forma communi.

INCOMMUTABLE

incommutable (in-k<<schwa>>-myoot-<<schwa>>-b<<schwa>>l), adj. (Of an offense) not capable of being commuted. See COMMUTATION.

INCOMPATIBILITY

incompatibility,n. Conflict in personality and disposition, usu. leading to the breakup of a marriage. • Every state now recognizes some form of incompatibility as a no-fault ground for divorce. See no-fault divorce under DIVORCE. Cf. IRRECONCILABLE DIFFERENCES; IRRETRIEVABLE BREAKDOWN OF THE MARRIAGE .

INCOMPATIBILITY CLAUSE

Incompatibility Clause.The clause of the U.S. Constitution prohibiting a person from simultaneously holding offices in both the executive and legislative branches of the federal government. U.S. Const. art. I, § 6, par. 2, cl. 2.

INCOMPETENCE

incompetence,n.1. The state or fact of being unable or unqualified to do something <the dispute was over her alleged incompetence as a legal assistant>.2.INCOMPETENCY <the court held that the affidavit was inadmissible because of the affiant's incompetence>.

INCOMPETENCY

incompetency,n. Lack of legal ability in some respect, esp. to stand trial or to testify <once the defense lawyer established her client's incompetency, the client did not have to stand trial>. — Also termed incompetence; mental incompetence. Cf. INCAPACITY. [Cases: Homicide 816; Witnesses 35. C.J.S. Witnesses §§ 87–88, 90, 92.] — incompetent,adj.

INCOMPETENCY HEARING

incompetency hearing.See PATE HEARING.

INCOMPETENT

incompetent,adj.1. (Of a witness) unqualified to testify. [Cases: Witnesses 35. C.J.S. Witnesses §§ 87–88, 90, 92.] 2. (Of evidence) inadmissible. • This sense is often criticized, as in the quotation below. [Cases: Evidence 148. C.J.S. Evidence §§ 3–5, 197, 246–247.]

“[Incompetent] is constantly used loosely as equivalent to ‘inadmissible’ on any ground. This use should be avoided.” John H. Wigmore, A Students' Textbook of the Law of Evidence 36 (1935).

incompetent,n. See LEGALLY INCAPACITATED PERSON.

INCOMPETENT EVIDENCE

incompetent evidence.See EVIDENCE.

INCOMPLETE INSTRUMENT

incomplete instrument.See INSTRUMENT(3).

INCOMPLETENESS REJECTION

incompleteness rejection. See REJECTION.

INCOMPLETE TRANSFER

incomplete transfer. See TRANSFER.

IN COMPUTO

in computo (in k<<schwa>>m-pyoo-toh). [Law Latin] Hist. In computation.

INCONCLUSIVE

inconclusive, adj. (Of evidence) not leading to a conclusion or definite result.

IN CONFINIO MAJORIS AETATIS

in confinio majoris aetatis (in k<<schwa>>n-fin-ee-oh m<<schwa>>-jor-is ee-tay-tis). [Latin] Hist. Having nearly attained majority. • A person that undertook an obligation in confinio majoris aetatis could be held liable despite the fact that the person pleaded minority status. See MAJORENNITATI PROXIMUS . Cf. IN CONFINIO MINORIS AETATIS.

IN CONFINIO MINORIS AETATIS

in confinio minoris aetatis (in k<<schwa>>n-fin-ee-oh mi-nor-is ee-tay-tis). [Latin] Hist. Having nearly attained minority. Cf. IN CONFINIO MAJORIS AETATIS .

IN CONSEQUENTIAM

in consequentiam (in kon-s<<schwa>>-kwen-shee-<<schwa>>m). [Latin] Hist. As a consequence.

IN CONSIDERATIONE INDE

in consideratione inde (in k<<schwa>>n-sid-<<schwa>>-ray-shee-oh-nee in-dee). [Law Latin] In consideration thereof.

IN CONSIDERATIONE LEGIS

in consideratione legis (in k<<schwa>>n-sid-<<schwa>>-ray-shee-oh-nee lee-jis). [Law Latin] 1. In consideration or contemplation of law. 2. In abeyance.

IN CONSIDERATIONE PRAEMISSIONUM

in consideratione praemissionum (in k<<schwa>>n-sid-<<schwa>>-ray-shee-oh-nee pree-mi-sor-<<schwa>>m). [Law Latin] In consideration of the premises.

IN CONSIMILI CASU

in consimili casu (in k<<schwa>>n-sim-<<schwa>>-llkay-s[y]oo). See CASU CONSIMILI .

INCONSISTENT

inconsistent, adj. Lacking consistency; not compatible with another fact or claim <inconsistent statements>.

INCONSISTENT DEFENSE

inconsistent defense. See DEFENSE(1).

INCONSISTENT PRESUMPTION

inconsistent presumption. See conflicting presumption under PRESUMPTION.

INCONSISTENT STATEMENT

inconsistent statement. See prior inconsistent statement under STATEMENT.

IN CONSPECTU EJUS

in conspectu ejus (in k<<schwa>>n-spek-t[y]oo ee-j<<schwa>>s). [Law Latin] In his sight or view.

IN CONTEMPLATION OF DEATH

in contemplation of death. See CONTEMPLATION OF DEATH.

INCONTESTABILITY CLAUSE

incontestability clause. Insurance. An insurance-policy provision (esp. found in a life-insurance policy) that prevents the insurer, after a specified period (usu. one or two years), from disputing the policy's validity on the basis of fraud or mistake; a clause that bars all defenses except those reserved (usu. conditions and the payment of premiums). • Most states require that a life-insurance policy contain a clause making the policy incontestable after it has been in effect for a specified period, unless the insured does not pay premiums or violates policy conditions relating to military service. Some states also require similar provisions in accident and sickness policies. — Also termed noncontestability clause; incontestable clause; uncontestable clause. Cf. CONTESTABILITY CLAUSE. [Cases: Insurance 3121. C.J.S. Insurance § 1636.]

INCONTESTABILITY STATUS

incontestability status. Trademarks. A classification of a trademark that meets certain criteria — including commercial use for five years after being placed on the Principal Register — as immune from legal challenge. • Although incontestability does not confer absolute immunity, it makes a challenge much more difficult. 37 USCA § 1065. Cf. DECLARATION OF USE. [Cases: Trade Regulation 252. C.J.S. Trade-Marks, Trade-Names, and Unfair Competition § 199.]

INCONTESTABLE POLICY

incontestable policy. See INSURANCE POLICY.

INCONTINENTI

incontinenti (in-kon-ti-nen-ti), adv. [Law Latin] Immediately; without any interval or intermission. — Also spelled in continenti.

INCONTROVERTIBLE-PHYSICAL-FACTS DOCTRINE

incontrovertible-physical-facts doctrine. See PHYSICAL-FACTS RULE.

INCONVENIENCE

inconvenience. See RULE OF INCONVENIENCE.

INCONVENIENT FORUM

inconvenient forum. See FORUM NON CONVENIENS.

INCORPORAMUS

incorporamus (in-kor-p<<schwa>>-ray-m<<schwa>>s). [Law Latin] Hist. We incorporate. • This word indicated an intent to incorporate.

“All the other methods therefore whereby corporations exist, by common law, by prescription, and by act of parliament, are for the most part reducible to this of the king's letters patent, or charter of incorporation. The king's creation may be performed by the words ‘creamus, erigimus, fundamus, incorporamus,’ or the like.” 1 William Blackstone, Commentaries on the Laws of England 461 (1765).

INCORPORATE

incorporate, vb. 1. To form a legal corporation <she incorporated the family business>. [Cases: Corporations 1. C.J.S. Corporations §§ 2, 4.] 2. To combine with something else <incorporate the exhibits into the agreement>. 3. To make the terms of another (esp. earlier) document part of a document by specific reference <the codicil incorporated the terms of the will>; esp., to apply the provisions of the Bill of Rights to the states by interpreting the 14th Amendment's Due Process Clause as encompassing those provisions.

INCORPORATION

incorporation, n. 1. The formation of a legal corporation. See ARTICLES OF INCORPORATION . [Cases: Corporations 1. C.J.S. Corporations §§ 2, 4.] 2. Constitutional law. The process of applying the provisions of the Bill of Rights to the states by interpreting the 14th Amendment's Due Process Clause as encompassing those provisions. • In a variety of opinions since 1897, the Supreme Court has incorporated the First, Fourth, Sixth, and Ninth Amendments into the Fourteenth Amendment's Due Process Clause. [Cases: Constitutional Law 254.2. C.J.S. Constitutional Law § 951.]

selective incorporation. Incorporation of certain provisions of the Bill of Rights. • Justice Benjamin Cardozo, who served from 1932 to 1938, first advocated this approach. [Cases: Constitutional Law 254.2. C.J.S. Constitutional Law § 951.]

total incorporation. Incorporation of all of the Bill of Rights. • Justice Hugo Black, who served on the U.S. Supreme Court from 1937 to 1971, first advocated this approach. [Cases: Constitutional Law 254.2. C.J.S. Constitutional Law § 951.]

3. INCORPORATION BY REFERENCE. — incorporate, vb.

INCORPORATION BY REFERENCE

incorporation by reference. 1. A method of making a secondary document part of a primary document by including in the primary document a statement that the secondary document should be treated as if it were contained within the primary one. • With a contract, the document to be incorporated must be referred to and described in the contract in such a way that the document's identity is clear beyond doubt. With a will, the rule applies only to clearly identified writings that existed when the testator signed the will. Unif. Probate Code § 2-510. Not all jurisdictions follow this rule for either contracts or wills. — Often shortened to incorporation. — Also termed adoption by reference. 2. Patents. The explicit inclusion in one patent application of information already contained in another document, such as another patent or patent application. • Generally, the reference must be to a U.S. patent or application if the information is essential (i.e., the description, enabling disclosure, or best mode), but otherwise it may be to a foreign patent or a nonpatent publication. Incorporation by reference is often used in a continuing application to cite the disclosure contained in a parent application. Cf. CROSS-REFERENCE. [Cases: Patents 99. C.J.S. Patents § 139.] 3. Patents. The inclusion in a patent claim of information from an external drawing or table. • Incorporation by reference is a necessity doctrine, available when there is no other practical way to convey the information in words, and when it is more concise and clear to refer the examiner to the graphic element.

INCORPORATOR

incorporator. A person who takes part in the formation of a corporation, usu. by executing the articles of incorporation. — Also termed corporator.

“An ‘incorporator’ must be sharply distinguished from a ‘subscriber.’ The latter agrees to buy shares in the corporation; in other words, a subscriber is an investor and participant in the venture. An ‘incorporator’ on the other hand serves the largely ceremonial or ministerial functions described in this section. At one time many states required that an incorporator also be a subscriber of shares; however, such requirement appears to have disappeared in all states.” Robert W. Hamilton, *The Law of Corporations in a Nutshell* 34 (3d ed. 1991).

IN CORPORE

in corpore (in kor-p<<schwa>>-ree). [Latin] In body or substance; in a material thing or object.

INCORPOREAL

incorporeal (in-kor-por-ee-<<schwa>>l), adj. Having a conceptual existence but no physical existence; INTANGIBLE <copyrights and patents are incorporeal property>. Cf. CORPOREAL. — incorporeality, n.

INCORPOREAL CHATTEL

incorporeal chattel. See incorporeal property under PROPERTY.

INCORPOREAL HEREDITAMENT

incorporeal hereditament. See HEREDITAMENT.

INCORPOREAL OWNERSHIP

incorporeal ownership. See OWNERSHIP.

INCORPOREAL POSSESSION

incorporeal possession. See POSSESSION.

INCORPOREAL PROPERTY

incorporeal property. See PROPERTY.

INCORPOREAL RIGHT

incorporeal right. See RIGHT.

INCORPOREAL THING

incorporeal thing. 1. See incorporeal property under PROPERTY. 2. THING.

IN CORPORIBUS SED NON IN QUANTITATIBUS

in corporibus sed non in quantitatibus (in kor-por-*<<schwa>>*-b*<<schwa>>*s sed non in kwon-ti-tay-t*<<schwa>>*-b*<<schwa>>*s). [Law Latin] Hist. In separate and distinct subjects, but not in things estimated in quantities. • The phrase appeared in reference to the best of a decedent's movable property to which an heir had a right. This property typically included animals and equipment but not wine or grain because wine and grain were estimated in quantities.

INCORRIGIBILITY

incorrigibility (in-kor-*<<schwa>>*-j*<<schwa>>*-bil-*<<schwa>>*-tee or in-kahr-), n. Serious or persistent misbehavior by a child, making reformation by parental control impossible or unlikely. Cf. JUVENILE DELINQUENCY. [Cases: Infants 151, 156. C.J.S. Infants §§ 31, 33, 35, 43–45, 62.] — incorrigible, adj.

INCORRIGIBLE

incorrigible (in-kor-*<<schwa>>*-j*<<schwa>>*-b*<<schwa>>*l or in-kahr-), adj. Incapable of being reformed; delinquent.

INCORRIGIBLE CHILD

incorrigible child. See CHILD.

INCOTERM

Incoterm (in[g]-koh-t*<<schwa>>*rm). A standardized shipping term, defined by the International Chamber of Commerce, that apportions the costs and liabilities of international shipping between buyers and sellers. See EX WORKS; COST, INSURANCE, AND FREIGHT ; COST AND FREIGHT; COST, INSURANCE, AND FREIGHT; FREE ALONGSIDE SHIP ; FREE CARRIER; FREE ON BOARD. [Cases: Shipping 104. C.J.S. Shipping §§ 247–250,

252–254.]

INCREASE

increase (in-krees), n.1. The extent of growth or enlargement. 2.Archaic. The produce of land or the offspring of human beings or animals. — increase (in-krees), vb.

INCREASE, COSTS OF

increase, costs of. See COSTS OF INCREASE.

INCREASED-RISK-OF-HARM DOCTRINE

increased-risk-of-harm doctrine. See LOSS-OF-CHANCE DOCTRINE.

INCREMENT

increment (in[g]-kr<<schwa>>-m<<schwa>>nt), n. A unit of increase in quantity or value. — incremental, adj.

unearned increment. An increase in the value of real property due to population growth.

INCREMENTAL CASH FLOW

incremental cash flow. See CASH FLOW.

INCREMENTUM

incrementum (in-kr<<schwa>>-men-t<<schwa>>m). [Latin] Hist. Increase. • This term appeared in various phrases, such as costs de incremento (“costs of increase”). See COSTS OF INCREASE.

INCRESCITUR

increscitur (in-kres-i-t<<schwa>>r). See ADDITUR.

INCRIMINATE

incriminate (in-krim-<<schwa>>-nayt), vb.1. To charge (someone) with a crime < the witness incriminated the murder suspect>. 2. To identify (oneself or another) as being involved in the commission of a crime or other wrongdoing < the defendant incriminated an accomplice>. — Also termed criminate. — incriminatory, adj.

INCRIMINATING

incriminating, adj. Demonstrating or indicating involvement in criminal activity <incriminating evidence>.

INCRIMINATING ADMISSION

incriminating admission. See ADMISSION(1).

INCRIMINATING CIRCUMSTANCE

incriminating circumstance. See CIRCUMSTANCE.

INCRIMINATING EVIDENCE

incriminating evidence. See EVIDENCE.

INCRIMINATING STATEMENT

incriminating statement. See STATEMENT.

INCRIMINATION

incrimination. 1. The act of charging someone with a crime. 2. The act of involving someone in a crime. — Also termed crimination. See SELF-INCRIMINATION N.

INCROACH

incroach, vb. Archaic. See ENCROACH.

INCROACHMENT

incroachment. Archaic. See ENCROACHMENT.

IN CUJUS REI TESTIMONIUM

in cujus rei testimonium (in kyoo-j<<schwa>>s ree-I tes-t<<schwa>>-moh-nee-<<schwa>>m). [Law Latin] Hist. In witness whereof. • These words were used to conclude deeds. The modern phrasing of the testimonium clause in deeds and other instruments — beginning with in witness whereof — is a loan translation of the Latin.

INCULPATAE TUTELAE MODERATIO

inculpatae tutelae moderatio. See MIDERAMEN INCULPATAE TUTELAE.

INCULPATE

inculpate (in-k<<schwa>>l-payt or in-k<<schwa>>l-payt), vb. 1. To accuse. 2. To implicate (oneself or another) in a crime or other wrongdoing; INCRIMINATE. — inculpation, n. — inculpatory (in-k<<schwa>>l-p<<schwa>>-tor-ee), adj.

INCULPATORY EVIDENCE

inculpatory evidence. See EVIDENCE.

INCUMBENT

incumbent (in-k<<schwa>>m-b<<schwa>>nt), n. One who holds an official post, esp. a political one. — incumbent, adj. — incumbency, n.

INCUMBRANCE

incumbrance. See ENCUMBRANCE.

INCUR

incur,vb. To suffer or bring on oneself (a liability or expense). — incurrence,n. — incurable,adj.

INCURRAMENTUM

incurramentum (in-k<<schwa>>-r<<schwa>>-men-t<<schwa>>m). [fr. Latin in “upon” + currere “to run”] Hist. The incurring of a fine or penalty.

INCURRED RISK

incurred risk. See ASSUMPTION OF THE RISK(2).

IN CURSU DILIGENTIAE

in cursu diligentiae (in k<<schwa>>r-s[y]oo dil-<<schwa>>-jen-shee-ee). [Law Latin] Hist. In the course of doing diligence — i.e., executing a judgment.

IN CURSU REBELLIONIS

in cursu rebellionis (in k<<schwa>>r-s[y]oo ri-bel-ee-oh-nis). [Law Latin] Hist. In the course of rebellion.

“In cursu rebellionis All persons were formerly regarded as in rebellion against the Crown who had been put to the horn for non-fulfilment of a civil obligation; their whole moveable estate fell to the Crown as escheat; they might be put to death with impunity; and lost all their legal privileges. If the denunciation remained unrelaxed for year and day (which was the time known as the cursus rebellionis), the rebel was esteemed civiliter mortuus, and his heritage reverted to the superior Denunciation for civil obligation and its consequences were in effect abolished by the Act 20 Geo. II. c. 50.” John Trayner, Trayner's Latin Maxims 257 (4th ed. 1894).

IN CUSTODIA LEGIS

in custodia legis (in k<<schwa>>-stoh-dee-<<schwa>> lee-jis). [Latin] In the custody of the law <the debtor's automobile was in custodia legis after being seized by the sheriff>. • The phrase is traditionally used in reference to property taken into the court's charge during pending litigation over it. — Also termed in legal custody. [Cases: Attachment 64; Execution 55; Garnishment 58. C.J.S. Attachment § 60; Executions § 56.]

IN DAMNO VITANDO

in damno vitando (in dam-noh vI-tan-doh). [Latin] Hist. In endeavoring to avoid damage (or injury). — Sometimes shortened to DAMNO VITANDO.

INDE

inde (in-dee), adv.[Latin] Hist. Thence; thereof. • This word appeared in several Latin phrases, such as quod eat inde sine die (“that he go thence without day”).

INDEBITATUS

indebitatus (in-deb-i-tay-t<<schwa>>s), p.pl.[Law Latin] Indebted. See NUNQUAM

INDEBITATUS .

INDEBITATUS ASSUMPSIT

indebitatus assumpsit (in-deb-i-tay-t<<schwa>>s <<schwa>>-s<<schwa>>m[p]-sit). See ASSUMPSIT.

INDEBITI SOLUTIO

indebiti solutio (in-deb-i-tī s<<schwa>>-l[y]oo-shee-oh). [Latin] Roman & Scots law. Payment of what is not owed. • Money paid under the mistaken belief that it was owed could be recovered by *condictio indebiti*. See *condictio indebiti* under CONDICTIO.

“*Indebiti Solutio* — When a person has paid in error what he was not bound to pay the law lays upon the person who has received payment a duty of restitution.... Payment (*solutio*) includes any performance whereby one person has been enriched at the expense of another. Usually it will be the handing over of money or of some other thing, but it may also consist in undertaking a new liability or in discharging an existing liability.” R.W. Lee, *The Elements of Roman Law* 373–74 (4th ed. 1956).

INDEBITUM

indebitum (in-deb-i-t<<schwa>>m), n. & adj. Roman law. A debt that in fact is not owed. • Money paid for a nonexistent debt could be recovered by the action *condictio indebiti*. Cf. DEBITUM.

“A conditional debt if paid could be recovered as an *indebitum*, so long as the condition was outstanding.” W.W. Buckland, *A Manual of Roman Private Law* 255 (2d ed. 1939).

INDEBTEDNESS

indebtedness (in-det-id-nis).1. The condition or state of owing money. 2. Something owed; a debt.

INDECENCY

indecency,n. The state or condition of being outrageously offensive, esp. in a vulgar or sexual way. • Unlike obscene material, indecent speech is protected under the First Amendment. Cf. OBSCENITY. [Cases: Obscenity 1.C.J.S. Obscenity §§ 1–8.] — indecent,adj.

“Obscenity is that which is offensive to chastity. Indecency is often used with the same meaning, but may also include anything which is outrageously disgusting. These were not the names of common-law crimes, but were words used in describing or identifying certain deeds which were.” Rollin M. Perkins & Ronald N. Boyce, *Criminal Law* 471 (3d ed. 1982).

INDECENT ADVERTISING

indecent advertising. 1. Signs, broadcasts, or other forms of communication that use grossly objectionable words, symbols, pictures, or the like to sell or promote goods, services, events, etc. 2.Archaic. In some jurisdictions, the statutory offense of advertising the sale of abortifacients and

(formerly) contraceptives.

INDECENT ASSAULT

indecent assault. See sexual assault (2) under ASSAULT.

INDECENT EXHIBITION

indecent exhibition. The act of publicly displaying or offering for sale something (such as a photograph or book) that is outrageously offensive, esp. in a vulgar or sexual way. [Cases: Obscenity 6–7. C.J.S. Obscenity §§ 1–8, 12–16.]

INDECENT EXPOSURE

indecent exposure. An offensive display of one's body in public, esp. of the genitals. — Also termed exposure of person. Cf. LEWDNESS; OBSCENITY. [Cases: Obscenity 3. C.J.S. Obscenity §§ 9–10.]

“Indecent exposure of the person to public view is also a common-law misdemeanor. Blackstone did not deal with it separately. ‘The last offense which I shall mention,’ he said, ‘more immediately against religion and morality, and cognizable by the temporal courts, is that of open and notorious lewdness; either by frequenting houses of ill fame, which is an indictable offense; or by some grossly scandalous and public indecency, for which the punishment is by fine and imprisonment.’ In other words private indecency was exclusively under the jurisdiction of the ecclesiastical court but public indecency of an extreme nature was indictable.” Rollin M. Perkins & Ronald N. Boyce, *Criminal Law* 473 (3d ed. 1982) (quoting 4 William Blackstone, *Commentaries on the Laws of England* 64 (1769)).

INDECENT LIBERTIES

indecent liberties. Improper behavior, usu. toward a child, esp. of a sexual nature. [Cases: Infants 13. C.J.S. Infants §§ 5, 92–93, 95–98.]

INDECIMABLE

indecimable (in-des-<<schwa>>-m<<schwa>>-b<<schwa>>l), adj. Hist. Not titheable; not liable for tithes.

INDEFEASIBLE

indefeasible (in-d<<schwa>>-feez-<<schwa>>-b<<schwa>>l), adj. (Of a claim or right) not vulnerable to being defeated, revoked, or lost <an indefeasible estate>.

INDEFEASIBLE REMAINDER

indefeasible remainder. See REMAINDER.

INDEFEASIBLY VESTED REMAINDER

indefeasibly vested remainder. See indefeasible remainder under REMAINDER.

INDEFENSUS

indefensus (in-d<<schwa>>-fen-s<<schwa>>s), n. [Latin "undefended"] Roman law. A person who fails to make a defense or plea to an action. • The term later acquired a similar meaning in English law.

INDEFINITE DETAINEE

indefinite detainee. See NONREMOVABLE INMATE.

INDEFINITE FAILURE OF ISSUE

indefinite failure of issue. See FAILURE OF ISSUE.

INDEFINITE PAYMENT

indefinite payment. See PAYMENT.

INDEFINITE POSTPONEMENT

indefinite postponement. See postpone indefinitely under POSTPONE.

INDEFINITE SENTENCE

indefinite sentence. See indeterminate sentence under SENTENCE.

INDEFINITE SENTENCING

indefinite sentencing. See INDETERMINATE SENTENCING.

IN DEI NOMINE

in Dei nomine (in dee-Inahm-<<schwa>>-nee). [Latin] Hist. In the name of God. • This was the opening phrase of certain writs.

IN DELICTO

in delicto (in d<<schwa>>-lik-toh). [Latin] In fault. See IN PARI DELICTO. Cf. EX DELICTO(1).

INDEMNIFICATION

indemnification (in-dem-n<<schwa>>-fi-kay-sh<<schwa>>n), n.1. The action of compensating for loss or damage sustained. 2. The compensation so made. [Cases: Indemnity 20.] — indemnificatory, adj.

INDEMNIFIER

indemnifier. See INDEMNITOR.

INDEMNIFY

indemnify (in-dem-n<<schwa>>-fi), vb.1. To reimburse (another) for a loss suffered because of a third party's or one's own act or default. [Cases: Indemnity 20–84.] 2. To promise to reimburse (another) for such a loss. [Cases: Indemnity 25.] 3. To give (another) security against such a loss. — indemnifiable, adj.

INDEMNIS

indemnis (in-dem-nis), adj.[Latin] Hist. Free from loss or damage; harmless.

INDEMNITEE

indemnatee (in-dem-n<<schwa>>-tee). One who receives indemnity from another. [Cases: Indemnity 31(3), 33, 63.]

INDEMNITOR

indemnitor (in-dem-n<<schwa>>-t<<schwa>>r or -tor). One who indemnifies another. — Also termed indemnifier. [Cases: Indemnity 31(3), 33, 63.]

INDEMNITY

indemnity (in-dem-n<<schwa>>-tee), n.1. A duty to make good any loss, damage, or liability incurred by another. [Cases: Indemnity 20, 25, 50–61.] 2. The right of an injured party to claim reimbursement for its loss, damage, or liability from a person who has such a duty. 3. Reimbursement or compensation for loss, damage, or liability in tort; esp., the right of a party who is secondarily liable to recover from the party who is primarily liable for reimbursement of expenditures paid to a third party for injuries resulting from a violation of a common-law duty. Cf. CONTRIBUTION. — indemnitory,adj.

double indemnity.The payment of twice the basic benefit in the event of a specified loss, esp. as in an insurance contract requiring the insurer to pay twice the policy's face amount in the case of accidental death. [Cases: Insurance 2599. C.J.S. Insurance §§ 1094, 1096, 1170–1171.]

indemnity against liability.A right to indemnity that arises on the indemnitor's default, regardless of whether the indemnitee has suffered a loss. [Cases: Indemnity 31(4), 42.]

“Indemnity against Liability — Where the indemnity is against liability, the cause of action is complete and the indemnitee may recover on the contract as soon as his liability has become fixed and established, even though he has sustained no actual loss or damage at the time he seeks to recover. Thus, under such a contract, a cause of action accrues to the indemnitee on the recovery of a judgment against him, and he may recover from the indemnitor without proof of payment of the judgment.” 42 C.J.S. Indemnity § 22 (1991).

INDEMNITY BOND

indemnity bond.See BOND(2).

INDEMNITY CLAUSE

indemnity clause.A contractual provision in which one party agrees to answer for any specified or unspecified liability or harm that the other party might incur. — Also termed hold-harmless clause; save-harmless clause. Cf. EXEMPTION CLAUSE. [Cases: Indemnity 25, 31(4).]

INDEMNITY CONTRACT

indemnity contract. See CONTRACT.

INDEMNITY INSURANCE

indemnity insurance. See first-party insurance under INSURANCE.

INDEMNITY LAND

indemnity land. 1. Public land granted to a railroad company to help defray the cost of constructing a right-of-way. • This land indemnifies a railroad company for land given in a previous grant but since rendered unavailable for railroad use by a disposition or reservation made after the original grant. [Cases: Public Lands 70. C.J.S. Public Lands §§ 119, 123, 128.] 2. Federally owned land granted to a state to replace previously granted land that has since been rendered unavailable for the state's use. — Also termed place land.

INDEMNITY MORTGAGE

indemnity mortgage. See deed of trust under DEED.

INDEMNITY PRINCIPLE

indemnity principle. Insurance. The doctrine that an insurance policy should not confer a benefit greater in value than the loss suffered by the insured. [Cases: Insurance 2104.]

INDENIZATION

indenization (in-den-i-zay-sh<<schwa>>n), n. See DENIZATION.

INDENT

indent, n. 1. Hist. An indented certificate of indebtedness issued by the U.S. government or a state government in the late 18th or early 19th century. 2. A contract or deed in writing.

indent (in-dent), vb. Hist. 1. To cut in a serrated or wavy line; esp., to sever (an instrument) along a serrated line to create multiple copies, each fitting into the angles of the other. See CHIROGRAPH; INDENTURE(1).

“If a deed be made by more parties than one, there ought to be regularly as many copies of it as there are parties, and each should be cut or indented (formerly in acute angles instar dentium, but at present in a waving line) on the top or side, to tally or correspond with the other; which deed, so made, is called an indenture.... Deeds thus made were denominated syngrapha by the canonists; and with us chirographa, or hand-writings; the word cirographum or cyrographum being usually that which is divided in making the indenture” 2 William Blackstone, Commentaries on the Laws of England 295–96 (1766).

2. To agree by contract; to bind oneself. 3. To bind (a person) by contract.

INDENTED DEED

indented deed. See INDENTURE(1).

INDENTURE

indenture (in-den-ch<<schwa>>r), n.1. A formal written instrument made by two or more parties with different interests, traditionally having the edges serrated, or indented, in a zigzag fashion to reduce the possibility of forgery and to distinguish it from a deed poll. — Also termed indented deed. Cf. deed poll under DEED. [Cases: Deeds 3. C.J.S. Deeds §§ 1–8.] 2. A deed or elaborate contract signed by two or more parties.

“The distinction between a deed poll and an indenture is no longer important since 8 & 9 Vict. c. 106, § 5. Formerly a deed made by one party had a polled or smooth-cut edge, a deed made between two or more parties was copied for each on the same parchment, and the copies cut apart with indented edges, so as to enable them to be identified by fitting the parts together. Such deeds were called indentures. An indented edge is not now necessary to give the effect of an indenture to a deed purporting to be such.” William R. Anson, *Principles of the Law of Contract* 84 (Arthur L. Corbin ed., 3d Am. ed. 1919).

“An indenture was a deed with the top of the parchment indented, i.e., having an irregular edge. The deed was written out twice on a single sheet of parchment, which was then severed by cutting it with an irregular edge; the two halves of the parchment thus formed two separate deeds which could be fitted together to show their genuineness. This contrasted with a ‘deed poll,’ a deed to which there was only one party, which at the top had been polled, or shaved even.” Robert E. Megarry & M.P. Thompson, *A Manual of the Law of Real Property* 129 (6th ed. 1993).

corporate indenture. A document containing the terms and conditions governing the issuance of debt securities, such as bonds or debentures. [Cases: Corporations 471. C.J.S. Corporations § 667.]

debenture indenture. See DEBENTURE INDENTURE.

trust indenture. 1. A document containing the terms and conditions governing a trustee's conduct and the trust beneficiaries' rights. — Also termed indenture of trust. [Cases: Trusts 19–29. C.J.S. *Trover and Conversion* §§ 16, 35–50, 69.] 2. See deed of trust under DEED.

3.Hist. A contract by which an apprentice or other person, such as a servant, is bound to a master, usu. for a term of years or other limited period. — indentured, adj.

INDENTURED SERVANT

indentured servant. See SERVANT.

INDENTURE OF A FINE

indenture of a fine. Hist. A document engrossed by the chirographer of fines to reflect penalties assessed by the court. • The chirographer prepared indentures in duplicate on the same piece of parchment, then split the parchment along an indented line through a word, sentence, or drawing placed on the parchment to help ensure its authenticity. See CHIROGRAPHER OF FINES.

INDENTURE OF TRUST

indenture of trust. See trust indenture under INDENTURE.

INDENTURE TRUSTEE

indenture trustee. See TRUSTEE(1).

INDEPENDENCE

independence, n. The state or quality of being independent; esp., a country's freedom to manage all its affairs, whether external or internal, without control by other countries.

INDEPENDENT

independent, adj. 1. Not subject to the control or influence of another < independent investigation>. 2. Not associated with another (often larger) entity <an independent subsidiary>. 3. Not dependent or contingent on something else <an independent person>.

INDEPENDENT ADJUSTER

independent adjuster. See ADJUSTER.

INDEPENDENT ADOPTION

independent adoption. See private adoption under ADOPTION.

INDEPENDENT ADVICE

independent advice. Counsel that is impartial and not given to further the interests of the person giving it. • Whether a testator or donor received independent advice before making a disposition is often an important issue in an undue-influence challenge to the property disposition. — Also termed proper independent advice.

INDEPENDENT AGENCY

independent agency. See AGENCY(3).

INDEPENDENT AGENT

independent agent. See AGENT(2).

INDEPENDENT AUDIT

independent audit. See AUDIT.

INDEPENDENT CLAIM

independent claim. See PATENT CLAIM.

INDEPENDENT CONCEPTION

independent conception. See INDEPENDENT DEVELOPMENT.

INDEPENDENT CONTRACT

independent contract. See CONTRACT.

INDEPENDENT CONTRACTOR

independent contractor. One who is entrusted to undertake a specific project but who is left free to do the assigned work and to choose the method for accomplishing it. • It does not matter whether the work is done for pay or gratuitously. Unlike an employee, an independent contractor who commits a wrong while carrying out the work does not create liability for the one who did the hiring. — Also termed contract labor. Cf. EMPLOYEE. [Cases: Master and Servant 5. C.J.S. Employer–Employee Relationship §§ 13–20, 34.]

INDEPENDENT COUNSEL

independent counsel. See COUNSEL.

INDEPENDENT COVENANT

independent covenant. See COVENANT(1).

INDEPENDENT CREATION

independent creation. Copyright. A defense asserting that a later work is not a derivative of an allegedly infringed work, but is a product of coincidentally parallel labor. [Cases: Copyrights and Intellectual Property 75. C.J.S. Copyrights and Intellectual Property §§ 43–44, 62.]

INDEPENDENT DEVELOPMENT

independent development. Intellectual property. A defense against an industrial-espionage charge wherein the user shows that the property was independently discovered or conceived. • Trademarks, symbols, inventions, and other types of intellectual property are all subject to independent development. — Also termed independent conception.

INDEPENDENT EXECUTOR

independent executor. See EXECUTOR.

INDEPENDENT FORCE

independent force. See FORCE.

INDEPENDENT INTERVENING CAUSE

independent intervening cause. See intervening cause under CAUSE(1).

INDEPENDENT INVENTION

independent invention. See INVENTION.

INDEPENDENT INVESTIGATION COMMITTEE

independent investigation committee. See SPECIAL LITIGATION COMMITTEE.

INDEPENDENT-LIVING PROGRAM

independent-living program. Family law. A training course designed to enable foster children who are near the age of majority to leave the foster-care system and manage their own affairs as adults. • Independent living programs provide education, training, and financial and employment

counseling. They also help many foster youth in locating suitable post-foster-care housing. Permanency planning orders or case plans can — but are not required to — provide for independent living as a goal for a child in long-term foster care and describe how it is to be accomplished. See AGING-OUT; PERMANENCY PLAN.

INDEPENDENT MEDICAL EXAMINATION

independent medical examination. An assessment of a person's physical condition and health that is made by an impartial healthcare professional, usu. a physician. — Abbr. IME.

INDEPENDENT MENTAL EVALUATION

independent mental evaluation. An assessment of a person's mental and emotional condition that is made by an impartial mental-health professional, such as a psychologist or psychiatrist. — Abbr. IME. Cf. PSYCHIATRIC EXAMINATION.

INDEPENDENT PERSONAL REPRESENTATIVE

independent personal representative. See personal representative under REPRESENTATIVE.

INDEPENDENT PROBATE

independent probate. See informal probate under PROBATE.

INDEPENDENT PROMISE

independent promise. See unconditional promise under PROMISE.

INDEPENDENT REGULATORY AGENCY

independent regulatory agency. See independent agency under AGENCY(3).

INDEPENDENT REGULATORY COMMISSION

independent regulatory commission. See independent agency under AGENCY(3).

INDEPENDENT-SIGNIFICANCE DOCTRINE

independent-significance doctrine. Wills & estates. The principle that effect will be given to a testator's disposition that is not done solely to avoid the requirements of a will. • An example is a will provision that gives the contents of the testator's safe-deposit box to his niece. Because the safe-deposit box has utility (“significance”) independent of the will, the gift of its contents at the testator's death is valid.

INDEPENDENT-SOURCE RULE

independent-source rule. Criminal procedure. The rule providing — as an exception to the fruit-of-the-poisonous-tree doctrine — that evidence obtained by illegal means may nonetheless be admissible if that evidence is also obtained by legal means unrelated to the original illegal conduct. See FRUIT-OF-THE-POISONOUS-TREE DOCTRINE. Cf. INEVITABLE-DISCOVERY RULE. [Cases: Criminal Law 394.1(3). C.J.S. Criminal Law §§ 771, 773–775.]

INDEPENDENT STATE

independent state. See SOVEREIGN STATE.

INDEPENDENT UNION

independent union. See UNION.

INDESTRUCTIBLE TRUST

indestructible trust. See TRUST.

INDETERMINATE

indeterminate, adj. Not definite; not distinct or precise.

INDETERMINATE BOND

indeterminate bond. See BOND(3).

INDETERMINATE CONDITIONAL RELEASE

indeterminate conditional release. A release from prison granted once the prisoner fulfills certain conditions. • The release can be revoked if the prisoner breaches other conditions. [Cases: Prisons 15(6). C.J.S. Prisons and Rights of Prisoners § 154.]

INDETERMINATE DAMAGES

indeterminate damages. See discretionary damages under DAMAGES.

INDETERMINATE OBLIGATION

indeterminate obligation. See OBLIGATION.

INDETERMINATE SENTENCE

indeterminate sentence. See SENTENCE.

INDETERMINATE SENTENCING

indeterminate sentencing. The practice of not imposing a definite term of confinement, but instead prescribing a range for the minimum and maximum term, leaving the precise term to be fixed in some other way, usu. based on the prisoner's conduct and apparent rehabilitation while incarcerated. — Also termed indefinite sentencing. See indeterminate sentence under SENTENCE. [Cases: Sentencing and Punishment 1124.]

IN DETRIMENTUM ANIMI

in detrimentum animi (in de-tr<<schwa>>-men-t<<schwa>>m an-<<schwa>>-mI). [Latin] Hist. To the injury of the soul. • The phrase appeared in reference to the ground upon which a person was prohibited from questioning a legal document that the person had sworn to never question.

INDEX

index,n.1. An alphabetized listing of the topics or other items included in a single book or document, or in a series of volumes, usu. found at the end of the book, document, or series <index of authorities>.

grantee–grantor index.An index, usu. kept in the county recorder's office, alphabetically listing by grantee the volume and page number of the grantee's recorded property transactions. • In some jurisdictions, the grantee–grantor index is combined with the grantor–grantee index. [Cases: Records 8. C.J.S. Records §§ 15–16.]

grantor–grantee index.An index, usu. kept in the county recorder's office, alphabetically listing by grantor the volume and page number of the grantor's recorded property transactions. [Cases: Records 8; Vendor and Purchaser 231. C.J.S. Records §§ 15–16; Vendor and Purchaser § 496.]

tract index.An index, usu. kept in the county recorder's office, listing, by location of each parcel of land, the volume and page number of the recorded property transactions affecting the parcel. [Cases: Records 8; Vendor and Purchaser 231. C.J.S. Records §§ 15–16; Vendor and Purchaser § 496.]

2. A number, usu. expressed in the form of a percentage or ratio, that indicates or measures a series of observations, esp. those involving a market or the economy <cost-of-living index> <stock index>.

advance-decline index.A stock-market indicator showing the cumulative net difference between stock-price advances and declines.

INDEX ANIMI SERMO

index animi sermo (in-deks an-<<schwa>>-mIs<<schwa>>r-moh). [Latin] Speech is the index of the mind. • This maxim supports the concept that the language of a statute or instrument is the best guide to the drafter's intent.

INDEXATION

indexation. See INDEXING.

INDEX CRIME

index crime.See index offense under OFFENSE(1).

INDEX FUND

index fund.See MUTUAL FUND.

INDEXING

indexing. 1. The practice or method of adjusting wages, pension benefits, insurance, or other types of payments to compensate for inflation. 2. The practice of investing funds to track or mirror an index of securities. — Also termed indexation.

INDEX LEASE

index lease.See LEASE.

INDEX OF AUTHORITIES

index of authorities.An alphabetical list of authorities cited in a book or brief, usu. with subcategories for cases, statutes, and treatises. — Also termed table of authorities; table of cases. [Cases: Appeal and Error 756. C.J.S. Appeal and Error §§ 607–608, 616–618.]

INDEX OFFENSE

index offense.See OFFENSE(1).

INDEX OF PATENTS

Index of Patents.An annual two-part publication of the U.S. Patent and Trademark Office, containing the year's List of Patentees (Part I) and Index to Subjects of Inventions (Part II), arranged by class and subclass.

INDEX OF TRADEMARKS

Index of Trademarks.An annual publication of the U.S. Patent and Trademark Office, listing all trademarks registered in a given year.

INDEX TO THE U.S. PATENT CLASSIFICATION SYSTEM

Index to the U.S. Patent Classification System.An entry-level aid to using the Patent Office's classification system, comprising an estimated 65,000 common terms and phrases and referring each entry to a class and subclass within the system.

INDIAN CHILD

Indian child.Under the Indian Child Welfare Act, any unmarried person under the age of 18 who either is a member of an Indian tribe or is both eligible for membership in an Indian tribe and the biological child of a member of an Indian tribe. See INDIAN CHILD WELFARE ACT.

INDIAN CHILD WELFARE ACT

Indian Child Welfare Act.A federal act that governs child-custody proceedings — including foster-care placement, preadoptive placement, adoptive placement, and termination of parental rights — in cases involving a child of American Indian descent.25 USCA §§ 1911 et seq. • Congress enacted the Act to help protect the best interests of Indian children, to promote the stability and security of Indian tribes and families, and to counteract the disproportionate foster-care placement and adoption of Indian children by non-Indians. The Act provides minimum federal standards for removing Indian children from their families and for placing them in foster or adoptive homes that will provide an environment reflecting the values of the Indian culture. The Act has an important jurisdictional feature: in a custody dispute involving an Indian child who resides in or is domiciled within an Indian reservation, the tribe and its tribal courts have exclusive jurisdiction. And in a custody dispute involving an Indian child who lives off a reservation, upon petition, any state court should usu. defer and transfer the case to the tribal court unless a party demonstrates good cause to the contrary. — Abbr. ICWA.

INDIAN CLAIMS COMMISSION

Indian Claims Commission. A federal agency — dissolved in 1978 — that adjudicated claims brought by American Indians, a tribe, or another identifiable group of Indians against the United States. • The U.S. Court of Federal Claims currently hears these claims.

INDIAN COUNTRY

Indian country. 1. The land within the borders of all Indian reservations, the land occupied by an Indian community (whether or not located within a recognized reservation), and any land held in trust by the United States but beneficially owned by an Indian or tribe. See **INDIAN LAND**. 2. Hist. Any region (esp. during the U.S. westward migration) where a person was likely to encounter Indians.

INDIAN GAMBLING

Indian gambling. See **GAMBLING**.

INDIAN LAND

Indian land. Land owned by the United States but held in trust for and used by American Indians. — Also termed Indian tribal property. Cf. **TRIBAL LAND**. [Cases: Indians 9. C.J.S. Indians § 67.]

INDIAN LAW

Indian law. See **NATIVE AMERICAN LAW**.

INDIAN RESERVATION

Indian reservation. An area that the federal government has designated for use by an American Indian tribe, where the tribe generally settles and establishes a tribal government. [Cases: Indians 12. C.J.S. Indians §§ 72–74, 79–80.]

INDIAN TERRITORY

Indian Territory. A former U.S. territory — now a part of the state of Oklahoma — to which the Cherokee, Choctaw, Chickasaw, Creek, and Seminole tribes were forcibly moved between 1830 and 1843. • In the late 19th century, most of this territory was ceded to the United States, and in 1907 the greater part of it became the State of Oklahoma.

INDIAN TITLE

Indian title. A right of occupancy that the federal government grants to an American Indian tribe based on the tribe's immemorial possession of the area. • Congress does not recognize tribal ownership of the land, only possession. A tribe or nation must actually, exclusively, and continuously use the property to establish that it is the ancestral home. An individual may claim Indian title by showing that the individual or his or her lineal ancestors continuously occupied a parcel of land, as individuals, before the land was closed to settlers. — Also termed aboriginal title; right of occupancy. Cf. aboriginal title (1) under **TITLE**(2).

INDIAN TRIBAL PROPERTY

Indian tribal property. See **INDIAN LAND**.

INDIAN TRIBE

Indian tribe. A group, band, nation, or other organized group of indigenous American people, including any Alaskan native village, that is recognized as eligible for the special programs and services provided by the U.S. government because of Indian status (42 USCA § 9601(36)); esp., any such group having a federally recognized governing body that carries out substantial governmental duties and powers over an area (42 USCA § 300f(14); 40 CFR § 146.3). • A tribe may be identified in various ways, esp. by past dealings with other tribes or with the federal, state, or local government, or by recognition in historical records. [Cases: Indians 1–2. C.J.S. Indians §§ 2–4, 23–29, 38–39, 94, 130, 156.]

“The Indian tribe is the fundamental unit of Indian Law; in its absence there is no occasion for the law to operate. Yet there is no all-purpose definition of an Indian tribe. A group of Indians may qualify as a tribe for the purpose of one statute or federal program, but fail to qualify for others. Definitions must accordingly be used with extreme caution.” William C. Canby Jr., *American Indian Law in a Nutshell* 3–4 (2d ed. 1988).

INDICARE

indicare (in-di-kair-ee), vb. [Latin] 1. Roman law. To accuse (someone) of a crime; to provide evidence against someone. 2. Civil law. To show or discover. 3. Civil law. To fix or tell the price of a thing. See **INDICIUM**.

INDICATOR

indicator. Securities. An average or index that shows enough of a correlation to market trends or economic conditions that it can help analyze market performance.

coincident indicator. An economic or market-activity index or indicator that shows changing trends near the same time that overall conditions begin to change.

economic indicator. See **ECONOMIC INDICATOR**.

lagging indicator. 1. An index that indicates a major stock-market change sometime after the change occurs. 2. See lagging economic indicator under **ECONOMIC INDICATOR**.

leading indicator. 1. A quantifiable index that predicts a major stock-market change. 2. See leading economic indicator under **ECONOMIC INDICATOR**.

INDICAVIT

indicavit (in-di-kay-vit). [Law Latin “he has indicated”] Hist. A writ of prohibition by which a church patron removes to a common-law court an ecclesiastical-court action between two clerics who dispute each other's right to a benefice. • The writ was long available — nominally up to the 20th century — under the 1306 statute *De Conjunctim Feoffatis* (34 Edw. I). Actions concerning clerics' rights to a benefice were usu. tried in ecclesiastical courts, but they could be removed to a

common-law court if the action involved a church patron in some way, as when one cleric was appointed by a certain patron and the other cleric was appointed by another patron. Cf. ADVOWSON.

INDICIA

indicia (in-dish-ee-*<<schwa>>*), n. pl. 1. Roman law. Evidence. 2. (pl.) Signs; indications <the purchase receipts are indicia of ownership>.

INDICIA OF TITLE

indicia of title. A document that evidences ownership of personal or real property. [Cases: Property 9. C.J.S. Property §§ 35–37.]

INDICIUM

indicium (in-dish-ee-*<<schwa>>*m), n. [Latin] Roman law. 1. The act of providing evidence against an accused. 2. The act of promising recompense for a certain service. 3. A sign or mark; esp., something used as a type of proof. See INDICARE.

INDICT

indict (in-dIt), vb. To charge (a person) with a crime by formal legal process, esp. by grand-jury presentation. — Also formerly spelled endite; indite.

INDICTABLE MISDEMEANOR

indictable misdemeanor. See serious misdemeanor under MISDEMEANOR.

INDICTABLE OFFENSE

indictable offense. See OFFENSE(1).

INDICTEE

indictee (in-dI-tee). A person who has been indicted; one officially charged with a crime.

INDICTIO

indictio (in-dik-shee-oh), n. [Latin] 1. Roman law. An imperial proclamation establishing a 15-year period for the reassessment of property values for tax purposes. • Indictio also referred to the 15-year cycle itself. 2. A declaration or proclamation, such as a declaration of war (indictio belli). 3. An indictment. Pl. indictiones (in-dik-shee-oh-neeZ).

INDICTMENT

indictment (in-dIt-m*<<schwa>>*nt), n. 1. The formal written accusation of a crime, made by a grand jury and presented to a court for prosecution against the accused person. See Fed. R. Crim. P. 7. [Cases: Indictment and Information 17. C.J.S. Indictments and Informations § 28.] 2. The act or process of preparing or bringing forward such a formal written accusation. Cf. INFORMATION; PRESENTMENT(2).

barebones indictment. An indictment that cites only the language of the statute allegedly violated; an indictment that does not provide a factual statement.

“What has been called ‘a bare bones indictment using only statutory language’ is quite common, and entirely permissible so long as the statute sets forth fully, directly, and expressly all essential elements of the crime intended to be punished.” 1 Charles Alan Wright, *Federal Practice and Procedure* § 125, at 558–59 (3d ed. 1999).

duplicitous indictment (d[y]oo-plis-*<<schwa>>-t<<schwa>>s*). 1. An indictment containing two or more offenses in the same count. [Cases: Indictment and Information 125. C.J.S. Indictments and Informations §§ 146–148.] 2. An indictment charging the same offense in more than one count.

joint indictment. An indictment that charges two or more people with an offense.

INDICTOR

indictor (in-dIt-*<<schwa>>r* or in-dI-tor). A person who causes another to be indicted.

IN DIEM

in diem (in dI-*<<schwa>>m* or dee-*<<schwa>>m*). [Latin] For each day; per day. Cf. PER DIEM.

IN DIEM ADDICTIO

in diem addictio. See ADDICTIO IN DIEM.

INDIFFERENCE

indifference. A lack of interest in or concern about something; apathy.

deliberate indifference. Criminal law. The careful preservation of one's ignorance despite awareness of circumstances that would put a reasonable person on notice of a fact essential to a crime. See JEWELL INSTRUCTION.

INDIGENA

indigena (in-dij-*<<schwa>>-n<<schwa>>*). [Latin “native”] Hist. A subject born within the English realm or naturalized by act of Parliament. Cf. ALIENIGENA.

INDIGENCY

indigency, n. The state or condition of a person who lacks the means of subsistence; extreme hardship or neediness; poverty. • For purposes of the Sixth Amendment right to appointed counsel, indigency refers to a defendant's inability to afford an attorney. — Also termed indigence. — indigent, adj. & n.

“Supreme Court opinions speak generally of the rights of an ‘indigent defendant’ without offering any specific definition of ‘indigency.’ ... The appellate courts agree that indigency is not a synonym for ‘destitute.’ ... Among the factors to be considered in evaluating the individual's

financial capacity are: (1) income from employment and such governmental programs as social security and unemployment compensation; (2) real and personal property; (3) number of dependents; (4) outstanding debts; (5) seriousness of the charge (which suggests the likely fee of a retained attorney); and (6) other legal expenses (such as bail bond).” Wayne R. LaFave & Jerold H. Israel, *Criminal Procedure* § 11.3(g), at 544 (2d ed. 1992).

INDIGENT

indigent (in-di-j<<schwa>>nt), n. 1. A poor person. 2. A person who is found to be financially unable to pay filing fees and court costs and so is allowed to proceed in forma pauperis. • The Supreme Court has recognized an indigent petitioner's right to have certain fees and costs waived in divorce and termination-of-parental-rights cases. *Boddie v. Connecticut*, 401 U.S. 371, 91 S.Ct. 780 (1971); *M.L.B. v. S.L.J.*, 519 U.S. 102, 117 S.Ct. 555 (1996). See PAUPER; IN FORMA PAUPERIS. — indigent,adj.

INDIGENT DEFENDANT

indigent defendant.A person who is too poor to hire a lawyer and who, upon indictment, becomes eligible to receive aid from a court-appointed attorney and a waiver of court costs. See IN FORMA PAUPERIS. Cf. PAUPER. [Cases: Costs 301.1; Criminal Law 641.6(3). C.J.S. Criminal Law §§ 279–280, 298–299, 301, 303.]

INDIGNITY

indignity (in-dig-ni-tee), n. Family law. A ground for divorce consisting in one spouse's pattern of behavior calculated to humiliate the other. — Also termed personal indignity. Cf. CRUELTY. [Cases: Divorce 29. C.J.S. Divorce § 53.]

INDIRECT AGGRESSION

indirect aggression.See AGGRESSION.

INDIRECT ATTACK

indirect attack.See COLLATERAL ATTACK.

INDIRECT CONFESSION

indirect confession.See CONFESSION.

INDIRECT CONTEMPT

indirect contempt.See CONTEMPT.

INDIRECT COST

indirect cost.See COST(1).

INDIRECT EVIDENCE

indirect evidence.See circumstantial evidence (1) under EVIDENCE.

INDIRECT LOSS

indirect loss. See consequential loss under LOSS.

INDIRECT NOTICE

indirect notice. See implied notice under NOTICE.

INDIRECT POSSESSION

indirect possession. See mediate possession under POSSESSION.

INDIRECT-PURCHASER DOCTRINE

indirect-purchaser doctrine. Antitrust. The principle that in litigation for price discrimination, the court will ignore sham middle parties in determining whether different prices were paid by different customers for the same goods. • This doctrine gives standing to bring an antitrust action to a party who is not an immediate purchaser of a product. Thus, if a manufacturer sells a product to a retailer, but dictates the terms by which the retailer must sell the product to a consumer, a court will ignore the retailer and treat the consumer as the direct purchaser of the product.

INDIRECT TAX

indirect tax. See TAX.

INDISCRIMINATE ATTACK

indiscriminate attack. Int'l law. An aggressive act that (1) is not carried out for a specific military objective, (2) employs a means of combat not directed at a specific military objective, or (3) employs a means of combat the effects of which cannot be limited in accordance with an international protocol such as the Geneva Conventions of 1949 and their protocols or the Hague Conventions of 1899 and 1907.

INDISPENSABLE-ELEMENT TEST

indispensable-element test. Criminal law. A common-law test for the crime of attempt, based on whether the defendant acquires control over any thing that is essential to the crime. • Under this test, for example, a person commits a crime by buying the explosives with which to detonate a bomb. See ATTEMPT (2). [Cases: Criminal Law 44. C.J.S. Criminal Law §§ 114–123.]

INDISPENSABLE EVIDENCE

indispensable evidence. See EVIDENCE.

INDISPENSABLE INSTRUMENT

indispensable instrument. See INSTRUMENT(3).

INDISPENSABLE PARTY

indispensable party. See PARTY(2).

INDISTANTER

indistanter (in-di-stan-t<<schwa>>r), adv.[Law Latin “immediately”] Forthwith; without delay.

INDIVIDUAL

individual,adj.1. Existing as an indivisible entity. 2. Of or relating to a single person or thing, as opposed to a group.

INDIVIDUAL ACCOUNT PLAN

individual account plan.See defined-contribution plan under EMPLOYEE BENEFIT PLAN .

INDIVIDUAL ASSET

individual asset.See ASSET.

INDIVIDUAL DEBT

individual debt.See DEBT.

INDIVIDUALIZED EDUCATION PROGRAM

individualized education program.Family law. A specially designed plan of educational instruction for a child with disabilities. • The individualized education program is a written plan that details the particular child's abilities, the child's educational goals, and the services to be provided. See child with disabilities under CHILD; INDIVIDUALS WITH DISABILITIES EDUCATION ACT .

INDIVIDUAL LIBERTY

individual liberty.See personal liberty under LIBERTY.

INDIVIDUAL PROPERTY

individual property.See SEPARATE PROPERTY(1).

INDIVIDUAL PROPRIETORSHIP

individual proprietorship.See SOLE PROPRIETORSHIP.

INDIVIDUAL RETIREMENT ACCOUNT

individual retirement account.A savings or brokerage account to which a person may contribute up to a specified amount of earned income each year. • The contributions, along with any interest earned in the account, are not taxed until the money is withdrawn after a participant reaches 59 1/2 (or before then, if a 10% penalty is paid). — Abbr. IRA. Cf. KEOGH PLAN. [Cases: Internal Revenue 3594. C.J.S. Internal Revenue §§ 206–208, 319–326.]

education individual retirement account.An individual retirement account from which withdrawals may be made tax-free if the withdrawn funds are used for education costs. • Before 2002, annual contributions were limited to \$500. In 2002, the contribution limit increased to \$2,000 per year for families with incomes under \$190,000.

Roth IRA. An IRA in which contributions are nondeductible when they are made. • No further taxes are assessed on the contributions (or accrued interest) when the money is withdrawn (if all applicable rules are followed). This term takes its name from Senator William Roth, who sponsored the legislation creating this type of IRA.

INDIVIDUALS WITH DISABILITIES EDUCATION ACT

Individuals with Disabilities Education Act. A federal statute that governs the public education of children with physical or mental handicaps and attempts to ensure that these children receive a free public education that meets their unique needs. • The Education of All Handicapped Children Act (enacted in 1975) was renamed the Individuals with Disabilities Education Act in 1990, and this Act was substantially amended in 1997. All states currently participate in this joint federal–state initiative. 20 USCA §§ 1400–1485. — Abbr. IDEA.

INDIVISIBLE

indivisible, adj. Not separable into parts; held by two or more people in undivided shares <an indivisible debt>.

INDIVISION

indivision. Civil law. Undivided ownership of property; the condition of being owned by coowners each having an undivided interest in the property. [Cases: Tenancy in Common 1. C.J.S. Estates § 19; Tenancy in Common §§ 2–5.]

INDIVISUM

indivisum (in-di-vI-s<<schwa>>m or -z<<schwa>>m), adj. [Latin] Roman law. (Of property) held in common; not divided.

INDORSE

indorse, vb. To sign (a negotiable instrument), usu. on the back, either to accept responsibility for paying an obligation memorialized by the instrument or to make the instrument payable to someone other than the payee. — Also spelled endorse.

INDORSEE

indorsee (in-dor-see). A person to whom a negotiable instrument is transferred by indorsement. — Also spelled endorsee.

indorsee in due course. An indorsee who, in the ordinary course of business, acquires a negotiable instrument in good faith for value, before its maturity, and without knowledge of its dishonor.

INDORSEMENT

indorsement, n. 1. The placing of a signature, sometimes with an additional notation, on the back of a negotiable instrument to transfer or guarantee the instrument or to acknowledge payment. 2. The signature or notation itself. — Also spelled endorsement. — indorse, vb.

“The clever indorser can subscribe his or her name under a variety of magic phrases. The Code specifies the legal effect of some of these phrases. Qualified indorsements (‘without recourse’) limit the liability of the indorser if the instrument is dishonored. Restrictive indorsements such as ‘for deposit only,’ ‘pay any bank,’ and the like set the terms for further negotiation of the instrument. Their main purpose is to prevent thieves and embezzlers from cashing checks.” 2 James J. White & Robert S. Summers, Uniform Commercial Code § 16-7, at 92–93 (4th ed. 1995).

accommodation indorsement. An indorsement to an instrument by a third party who acts as surety for another party who remains primarily liable. See ACCOMMODATION PAPER. [Cases: Bills and Notes 236. C.J.S. Bills and Notes; Letters of Credit § 63.]

anomalous indorsement. See irregular indorsement.

blank indorsement. An indorsement that names no specific payee, thus making the instrument payable to the bearer and negotiable by delivery only. UCC § 3-205(b). — Also termed indorsement in blank; general indorsement. [Cases: Bills and Notes 188, 288. C.J.S. Bills and Notes; Letters of Credit § 153.]

collection indorsement. See restrictive indorsement.

conditional indorsement. An indorsement that restricts the instrument in some way, as by limiting how the instrument can be paid or transferred; an indorsement giving possession of the instrument to the indorsee, but retaining title until the occurrence of some condition named in the indorsement. • Wordings that indicate this type of indorsement are “Pay to Brad Jones when he becomes 18 years of age” and “Pay to Brigitte Turner, or order, unless before payment I give you notice to the contrary.” — Also termed restricted indorsement; restrictive indorsement. Cf. special indorsement. [Cases: Bills and Notes 190, 199, 290. C.J.S. Bills and Notes; Letters of Credit §§ 154–155.]

full indorsement. See irregular indorsement, special indorsement.

general indorsement. See blank indorsement.

indorsement in blank. See blank indorsement.

indorsement in full. See special indorsement.

indorsement without recourse. See qualified indorsement.

irregular indorsement. An indorsement by a person who signs outside the chain of title and who therefore is neither a holder nor a transferor of the instrument. • An irregular indorser is generally treated as an accommodation party. UCC § 3-205(c). — Also termed anomalous indorsement; full indorsement. See ACCOMMODATION PARTY. [Cases: Bills and Notes 191, 294. C.J.S. Bills and Notes; Letters of Credit §§ 24, 156.]

qualified indorsement. An indorsement that passes title to the instrument but limits the indorser's liability to later holders if the instrument is later dishonored. • Typically, a qualified indorsement is made by writing “without recourse” or “sans recourse” over the signature. — Also

termed indorsement without recourse. UCC § 3-415(b). See WITHOUT RECOURSE. [Cases: Bills and Notes 293. C.J.S. Bills and Notes; Letters of Credit § 160.]

restricted indorsement. See conditional indorsement.

restrictive indorsement. An indorsement that includes a condition (e.g., “pay Josefina Cardoza only if she has worked 8 full hours on April 13”) or any other language restricting further negotiation (e.g., “for deposit only”). — Also termed collection indorsement. See conditional indorsement. [Cases: Bills and Notes 190, 199, 290. C.J.S. Bills and Notes; Letters of Credit §§ 154–155.]

special indorsement. An indorsement that specifies the person to receive payment or to whom the goods named by the document must be delivered. UCC § 3-205(a). — Also termed indorsement in full; full indorsement. Cf. conditional indorsement. [Cases: Bills and Notes 189, 289. C.J.S. Bills and Notes; Letters of Credit § 152.]

trust indorsement. An indorsement stating that the payee becomes a trustee for a third person (e.g., “pay Erin Ray in trust for Kaitlin Ray”); a restrictive indorsement that limits the instrument to the use of the indorser or another person.

unauthorized indorsement. An indorsement made without authority, such as a forged indorsement. [Cases: Bills and Notes 239, 279. C.J.S. Bills and Notes; Letters of Credit §§ 29, 150–151.]

unqualified indorsement. An indorsement that does not limit the indorser's liability on the paper. • It does not, for example, include the phrase “without recourse.” [Cases: Bills and Notes 281, 287, 293. C.J.S. Bills and Notes; Letters of Credit §§ 147, 160.]

unrestrictive indorsement. An indorsement that includes no condition or language restricting negotiation. — Also termed unrestricted indorsement. [Cases: Bills and Notes 190, 199, 290. C.J.S. Bills and Notes; Letters of Credit §§ 154–155.]

INDORSER

indorser. A person who transfers a negotiable instrument by indorsement; specif., one who signs a negotiable instrument other than as maker, drawer, or acceptor. — Also spelled endorser.

accommodation indorser. An indorser who acts as surety for another person.

IN DOTE AESTIMATA

in dote aestimata (in doh-tee es-ti-may-t<<schwa>>). [Latin] Roman & civil law. When the dowry was valued. • When the dowry had been valued, the husband owed a sum of money representing the value and could dispose of the specific items of which the dowry was composed.

IN DUBIO

in dubio (in d[y]oo-bee-oh), adv. & adj. [Latin] In doubt.

INDUCED ABORTION

induced abortion. See ABORTION.

INDUCEMENT

inducement, n. 1. The act or process of enticing or persuading another person to take a certain course of action. See fraud in the inducement under FRAUD.

active inducement. The act of intentionally causing a third party to infringe a valid patent. • Active inducement requires proof of (1) an actual intent to cause the patent infringement and (2) knowledge of the patent. [Cases: Patents 259(1). C.J.S. Patents § 427.]

2. Contracts. The benefit or advantage that causes a promisor to enter into a contract. 3. Criminal law. An enticement or urging of another person to commit a crime. 4. The preliminary statement in a pleading; esp., in an action for defamation, the plaintiff's allegation that extrinsic facts gave a defamatory meaning to a statement that is not defamatory on its face, or, in a criminal indictment, a statement of preliminary facts necessary to show the criminal character of the alleged offense. Cf. INNUENDO(2); COLLOQUIUM. [Cases: Libel and Slander 81. C.J.S. Libel and Slander; Injurious Falsehood §§ 4, 129–130.] — induce, vb.

INDUCEMENT OF BREACH OF CONTRACT

inducement of breach of contract. See TORTIOUS INTERFERENCE WITH CONTRACTUAL RELATIONS .

INDUCIAE LEGALES

induciae legales (in-d[y]oo-shee-ee l<<schwa>>-gay-leez). [Latin] Civil & Scots law. The days allowed after summons for a defendant to appear in court.

INDUCING INFRINGEMENT

inducing infringement. See infringement in the inducement under INFRINGEMENT.

INDUCT

induct, vb. 1. To put into possession of (something, such as an office or benefice). 2. To admit as a member. 3. To enroll (a person) for military service. [Cases: Armed Services 20.10(2). C.J.S. Armed Services § 67.]

INDUCTIO

inductio (in-d<<schwa>>k-shee-oh), n. [Latin] Roman law. The act of erasing a writing or part of it, as when a testator struck a legacy from a will. Pl. inductiones (in-d<<schwa>>k-shee-oh-nee-z).

INDUCTION

induction. 1. The act or process of initiating <the induction of three new members into the legal fraternity>. 2. The act or process of reasoning from specific instances to general propositions <after looking at several examples, the group reasoned by induction that it is a very poor practice to begin a new paragraph by abruptly bringing up a new case>. Cf. DEDUCTION(4).

INDULT

indult (in-d<<schwa>>lt). Eccles. law. A dispensation granted by the Pope to do or obtain something contrary to canon law. • Historically, indults were often used for political ends. An indult granted to a sovereign empowered the recipient to present an ecclesiastical benefice, usu. without papal interference. Less exalted bodies, such as the parliament of Paris and the college of cardinals, were sometimes granted similar privileges. — Also termed *indulto*.

INDULTO

indulto (in-d<<schwa>>l-toh). [Spanish] 1. A pardon or amnesty. 2. Hist. A duty paid on imported goods to the Spanish or Portuguese Crown.

IN DUPLO

in duplo (in d[y]oo-ploh), adv. & adj. [Law Latin] Hist. In double. • This term appeared in phrases such as *damna in duplo* (“double damages”). — Also termed (in Roman law) in *duplum*.

IN DURIOREM SORTEM

in duriorem sortem (in d[y]uur-ee-or-<<schwa>>m sor-t<<schwa>>m). [Latin] Civil law. To the debt that it was the debtor's interest to have first discharged. • The phrase appeared in reference to a debt that bound the debtor most quickly or to which a penalty was imposed.

INDUSTRIAL DESIGN

industrial design. Patents. The shape, configuration, pattern, or ornament applied to a finished article of manufacture, often to distinguish the product's appearance. • A design patent may be issued to protect the product's characteristic appearance. [Cases: Patents 15. C.J.S. Patents §§ 100, 103.]

INDUSTRIAL-DEVELOPMENT BOND

industrial-development bond. See BOND(3).

INDUSTRIAL DISEASE

industrial disease. See OCCUPATIONAL DISEASE.

INDUSTRIAL ESPIONAGE

industrial espionage. See ESPIONAGE.

INDUSTRIAL ESPIONAGE ACT

Industrial Espionage Act. See ECONOMIC ESPIONAGE ACT.

INDUSTRIAL GOODS

industrial goods. See capital goods under GOODS.

INDUSTRIAL INSURANCE

industrial insurance. See industrial life insurance under LIFE INSURANCE.

INDUSTRIAL LAW

industrial law. See LABOR LAW.

INDUSTRIAL LIFE INSURANCE

industrial life insurance. See LIFE INSURANCE.

INDUSTRIAL PROPERTY

industrial property. Intellectual property. Patented goods, industrial designs, trademarks, and copyrights that a business owns and may exclude others from using. • Employed in the Paris Convention, the term was not defined, but the treaty states that it is to be construed broadly.

INDUSTRIAL RELATIONS

industrial relations. All dealings and relationships between an employer and its employees, including collective bargaining about issues such as safety and benefits.

INDUSTRIAL-REVENUE BOND

industrial-revenue bond. See industrial-development bond under BOND(3).

INDUSTRIAL UNION

industrial union. See UNION.

INDUSTRY

industry. 1. Diligence in the performance of a task. 2. Systematic labor for some useful purpose; esp., work in manufacturing or production. 3. A particular form or branch of productive labor; an aggregate of enterprises employing similar production and marketing facilities to produce items having markedly similar characteristics.

INDUSTRY-WIDE LIABILITY

industry-wide liability. See enterprise liability under LIABILITY.

INDUTIAE

indutiae (in-d[y]oo-shee-ee), n. [Latin] 1. Roman & int'l law. A truce or cessation of hostilities; an armistice. 2. Roman & civil law. A delay allowed for performing an obligation or other legal business. 3. Maritime law. A period of 20 days in which a bottomry-bond debtor may unload the ship's cargo and pay the bond. — Also spelled induciae.

IN EADEM CAUSA

in eadem causa (in ee-ay-d<<schwa>>m kaw-z<<schwa>>), adv. [Latin] Hist. In the same cause; in the same state or condition.

INEBRIATE

inebriate (in-ee-bree-<<schwa>>t), n. Archaic. An intoxicated person; esp., a habitual drunkard. [Cases: Chemical Dependents 1. C.J.S. Chemical Dependents §§ 2–3.]

INEBRIATED

inebriated (in-ee-bree-ay-tid), adj. Drunk; besotted.

INEFFECTIVE ASSISTANCE OF COUNSEL

ineffective assistance of counsel. See ASSISTANCE OF COUNSEL.

INEFFECTIVE REVOCATION

ineffective revocation. See DEPENDENT RELATIVE REVOCATION.

INELIGIBILITY CLAUSE

Ineligibility Clause. The clause of the U.S. Constitution that prohibits a member of Congress from accepting an appointment to an executive office that was created, or the compensation for which was increased, during the member's service in Congress. U.S. Const. art. I, § 6.

INELIGIBLE

ineligible, adj. (Of a person) legally disqualified to serve in office. [Cases: Officers and Public Employees 18. C.J.S. Officers and Public Employees §§ 21–22.] — ineligibility, n.

IN EMULATIONEM VICINI

in emulationem vicini (in em-y<<schwa>>-lay-shee-oh-n<<schwa>>m vi-sI-nI), adj. [Latin “in envy or hatred of a neighbor”] Hist. (Of a cause of action) brought for an act done solely to hurt or distress another, such as raising a high fence.

IN EODEM NEGOTIO

in eodem negotio (in ee-oh-d<<schwa>>m ni-goh-shee-oh). [Latin] Hist. Arising out of the same transaction.

INEQUITABLE

inequitable (in-ek-wi-t<<schwa>>-b<<schwa>>l), adj. Not fair; opposed to principles of equity <an inequitable ruling>.

INEQUITABLE CONDUCT

inequitable conduct. See defense of inequitable conduct under DEFENSE(1).

IN EQUITY

in equity. In a chancery court rather than a court of law; before a court exercising equitable jurisdiction.

INEQUITY

inequity (in-ek-wi-tee), n. 1. Unfairness; a lack of equity. 2. An instance of injustice.

INESCAPABLE PERIL

inescapable peril. See PERIL.

IN ESSE

in esse (in es-ee alsoes-ay). [Latin “in being”] In actual existence; IN BEING <the court was concerned only with the rights of the children in esse>. Cf. IN POSSE.

IN ESSENTIALIBUS

in essentialibus (in e-sen-shee-al-<<schwa>>-b<<schwa>>s). [Law Latin] Scots law. In the essential parts. • An error in an essential term of an instrument (such as a deed) was usu. fatal.

INESSENTIAL MISTAKE

inessential mistake. See unessential mistake under MISTAKE.

IN EST DE JURE

in est de jure (in est dee joor-ee). [Latin] It is implied as of right or by law.

IN EVIDENCE

in evidence. Having been admitted into evidence <the photograph was already in evidence when the defense first raised an objection to it>.

INEVITABILITY DOCTRINE

inevitability doctrine. See INEVITABLE-DISCLOSURE DOCTRINE.

INEVITABLE ACCIDENT

inevitable accident. See unavoidable accident under ACCIDENT.

INEVITABLE-ACCIDENT DOCTRINE

inevitable-accident doctrine. See UNAVOIDABLE-ACCIDENT DOCTRINE.

INEVITABLE-DISCLOSURE DOCTRINE

inevitable-disclosure doctrine. Trade secrets. The legal theory that a key employee, once hired by a competitor, cannot avoid misappropriating the former employer's trade secrets. • To justify an injunction, the plaintiff must prove that the former employee has confidential information and will not be able to avoid using that knowledge to unfairly compete against the plaintiff. Most courts have rejected the controversial doctrine on grounds that it effectively turns a nondisclosure agreement into a disfavored noncompetition agreement. The leading case upholding the doctrine is *PepsiCo, Inc. v. Redmond*, 54 F.3d 1262 (7th Cir. 1995), where the court quipped: “PepsiCo finds itself in the position of a coach, one of whose players has left, playbook in hand, to join the opposing team before the big game.” — Also termed inevitable disclosure rule; inevitability doctrine; inevitable-misappropriation doctrine.

INEVITABLE-DISCOVERY RULE

inevitable-discovery rule.Criminal procedure. The rule providing — as an exception to the fruit-of-the-poisonous-tree doctrine — that evidence obtained by illegal means may nonetheless be admissible if the prosecution can show that the evidence would eventually have been legally obtained anyway. See FRUIT-OF-THE-POISONOUS-TREE DOCTRINE. Cf. INDEPENDENT-SOURCE RULE . [Cases: Criminal Law 394.1(3). C.J.S. Criminal Law §§ 771, 773–775.]

INEVITABLE-MISAPPROPRIATION DOCTRINE

inevitable-misappropriation doctrine.See INEVITABLE-DISCLOSURE DOCTRINE.

IN EXCAMBIO

in excambio (in eks-kam-bee-oh), adv.[Law Latin] Hist. In exchange. • This phrase appeared in deeds of exchange.

INEXCUSABLE NEGLECT

inexcusable neglect.See NEGLECT.

IN EXECUTIONE REI JUDICATAE

in executione rei judicatae (in ek-si-kyoo-shee-oh-nee ree-I joo-di-kay-tee). [Latin] Hist. In execution of a judgment right already judicially determined.

IN EXITU

in exitu (in eks-*<<schwa>>*-t[y]oo oreg-z*<<schwa>>*-t[y]oo), adv. & adj.[Law Latin] Hist. In issue. • These words sometimes appeared in phrases such as *de materia in exitu* (“of the matter in issue”).

IN EXTENSO

in extenso (in ek-sten-soh). [Latin] In full; unabridged <set forth in extenso>.

IN EXTREMIS

in extremis (in ek-stree-mis). [Latin “in extremity”] 1. In extreme circumstances. 2. Near the point of death; on one's deathbed. • Unlike *in articulo mortis*, the phrase *in extremis* does not always mean at the point of death. Cf. *IN ARTICULO MORTIS*.

IN FACIE CURIAE

in facie curiae (in fay-shee-ee kyoor-ee-ee), adv. & adj.[Law Latin “in the face of the court”] Hist. In the presence of the court.

IN FACIE ECCLESIAE

in facie ecclesiae (in fay-shee-ee e-klee-z[h]ee-ee), adv. & adj.[Law Latin “in the face of the church”] Hist. In the presence of the church. • A marriage solemnized in a parish church or public chapel was said to be *in facie ecclesiae*.

IN FACIENDO

in faciendo (in fay-shee-en-doh), adv. & adj.[Law Latin “in doing”] Hist. In the performance of an act; in feausance. • The phrase appeared in reference to an obligation to perform an act. Cf. IN FACTO PRAESTANDO.

IN FACT

in fact.Actual or real; resulting from the acts of parties rather than by operation of law. Cf. IN LAW.

IN FACTO

in facto (in fak-toh), adv.[Latin] Hist. In fact; in deed.

IN FACTO PRAESTANDO

in facto praestando (in fak-toh pree-stan-doh). [Latin] Hist. In the performance of some act. Cf. IN FACIENDO.

IN FACTO PROPRIO

in facto proprio (in fak-toh proh-pree-oh). [Latin] Hist. Concerning one's own act.

INFAMIA

infamia (in-fay-mee-<<schwa>>), n.[Latin] Roman law. 1. Bad reputation; ill-fame. 2. Loss of honor as a citizen.

infamia facti (in-fay-mee-<<schwa>> fak-tl). Infamy in fact, though not yet judicially proved.

infamia juris (in-fay-mee-<<schwa>> joor-is). Infamy established by judicial verdict.

INFAMIS

infamis (in-fay-mis), adj.[Latin] Roman law. (Of a person or action) of ill-repute. • A person was automatically infamis if held liable for certain torts or breaches of fiduciary duty. This type of condemnation carried with it certain disabilities, such as disqualification from office or ineligibility to witness a formal transaction.

INFAMOUS

infamous (in-f<<schwa>>-m<<schwa>>s), adj.1. (Of a person) having a bad reputation. 2. (Of a person) deprived of some or all rights of citizenship after conviction for a serious crime. • Historically, a person convicted of almost any crime became infamous. 3. (Of conduct) punishable by imprisonment.

INFAMOUS CRIME

infamous crime.See CRIME.

INFAMOUS PUNISHMENT

infamous punishment. See PUNISHMENT.

INFAMY

infamy (in-f<<schwa>>-mee), n. 1. Disgraceful repute. 2. The loss of reputation or position resulting from a person's being convicted of an infamous crime. See infamous crime under CRIME.

INFANCY

infancy. 1. MINORITY(1). 2. Early childhood.

natural infancy. At common law, the period ending at age seven, during which a child was presumed to be without criminal capacity.

3. The beginning stages of anything.

INFANGTHIEF

infangthief (in-fang-theef). [fr. Old English in "in" + fangen "taken" + theof "thief"] Hist. A privilege held by a lord of a manor to try, and deal summarily with, a thief captured on the lord's land, esp. a thief captured with plunder. — Also spelled infangthef. Cf. OUTFANGTHIEF.

INFANS

infans (in-fanz), n. [Latin] Roman law. A child under seven years old. • On turning seven years old, an infans became known as an impubes. An infans had no capacity in the law. Cf. IMPUBES.

INFANT

infant, n. 1. A newborn baby. 2. MINOR(1).

“An infant in the eyes of the law is a person under the age of twenty-one years, and at that period (which is the same in the French and generally in the American law) he or she is said to attain majority; and for his torts and crimes an infant may be liable; but for his contracts, as a general rule, he is not liable, unless the contract is for necessaries.” John Indermaur, *Principles of the Common Law* 195 (Edmund H. Bennett ed., 1st Am. ed. 1878).

“[I]nfant — the one technical word that we have as a contrast for the person of full age — stands equally well for the new-born babe and the youth who is in his twenty-first year.” 2 Frederick Pollock & Frederic William Maitland, *History of English Law Before the Time of Edward I* 439 (2d ed. 1899).

“The common-law rule provided that a person was an infant until he reached the age of twenty-one. The rule continues at the present time, though by statute in some jurisdictions the age may be lower.” John Edward Murray Jr., *Murray on Contracts* § 12, at 18 (2d ed. 1974).

INFANTIA

infantia (in-fan-shee-<<schwa>>), n. [Latin] Roman law. The period of a person's life from

birth to seven years; early childhood.

INFANTIAE PROXIMUS

infantiae proximus (in-fan-shee-ee prok-si-m<<schwa>>s). [Latin] Roman law. Next to infancy. • A child was infantiae proximus when slightly over seven years of age.

INFANTICIDE

infanticide (in-fant-<<schwa>>-sId).1. The act of killing a newborn child, esp. by the parents or with their consent. • In archaic usage, the word referred also to the killing of an unborn child. — Also termed child destruction; neonaticide. Cf. FETICIDE; FILICIDE. 2. The practice of killing newborn children. 3. One who kills a newborn child. — Also termed child-slaying. Cf. PROLICIDE. — infanticidal,adj.

IN FAVOREM LIBERTATIS

in favorem libertatis (in f<<schwa>>-vor-<<schwa>>m lib-<<schwa>>r-tay-tis). [Law Latin] In favor of liberty.

IN FAVOREM VITAE

in favorem vitae (in f<<schwa>>-vor-<<schwa>>m vI-tee), adv.[Law Latin] In favor of life.

INFECT

infect,vb.1. To contaminate <the virus infected the entire network>.2. To taint with crime <one part of the city has long been infected with illegal drug-dealing>.3. To make (a ship or cargo) liable in the seizure of contraband, which is only a part of its cargo <claiming that the single package of marijuana had infected the ship, the Coast Guard seized the entire vessel>. — infection,n. — infectious,adj.

INFECTIO, DOCTRINE OF

infection, doctrine of.Int'l law. The principle that any goods belonging to an owner of contraband and carried on the same ship as the contraband may be seized or otherwise treated in the same manner as the contraband itself.

INFECT

infekt,p.pl. Scots law. Enfeoffed. See ENFEOFF.

INFECTMENT

infektment.Scots law. ENFEOFFMENT(3).

IN FEODO SIMPLICITER

in feodo simpliciter (in fee-<<schwa>>-doh orfyoo-doh sim-plis-i-t<<schwa>>r). [Law Latin] In fee simple. See FEE SIMPLE.

INFEOFF

infeoff,vb. See ENFEOFF.

INFEOFFMENT

infeoffment. See ENFEOFFMENT.

INFER

infer,vb. To conclude from facts or from factual reasoning; to draw as a conclusion or inference. Cf. IMPLY(1).

INFERENCE

inference (in-f<<schwa>>r-<<schwa>>nts), n.1. A conclusion reached by considering other facts and deducing a logical consequence from them. [Cases: Evidence 54, 595. C.J.S. Evidence §§ 130, 132–133, 1300, 1341.]

adverse inference.A detrimental conclusion drawn by the fact-finder from a party's failure to produce evidence that is within the party's control. • Some courts allow the inference only if the party's failure is attributable to bad faith. — Also termed adverse presumption. Cf. SPOILIATION(1).

2. The process by which such a conclusion is reached; the process of thought by which one moves from evidence to proof. — infer,vb. — inferential,adj. — inferrer,n.

INFERENCE-ON-INFERENCE RULE

inference-on-inference rule.The principle that a presumption based on another presumption cannot serve as a basis for determining an ultimate fact. [Cases: Criminal Law 306; Evidence 54. C.J.S. Evidence §§ 130, 132–133, 1341.]

INFERENCE-STACKING

inference-stacking. The practice or an instance of piling one or more inferences on each other to arrive at a legal conclusion. See INFERENCE-ON-INFERENCE RULE E.

INFERENCEAL FACT

inferential fact.See FACT.

INFERENCEAL PLEADING

inferential pleading.See argumentative pleading under PLEADING(1).

INFERIOR COURT

inferior court.See COURT.

INFERIOR JUDGE

inferior judge.See JUDGE.

INFERIOR OFFICER

inferior officer. See OFFICER(1).

INFERRED AUTHORITY

inferred authority. See incidental authority under AUTHORITY(1).

INFERTILE

infertile, adj. Unable to conceive or bear offspring; sterile. — infertility, n.

INFEUDATE

infeudate. See ENFEOFF.

INFEUDATIO

infeudatio (in-fyoo-day-shee-oh). [Law Latin] Scots law. ENFEOFFMENT(1).

INFEUDATION

infeudation (in-fyoo-day-sh<<schwa>>n), n. Under the feudal system of landholding, the process of giving a person legal possession of land; ENFEOFFMENT(1). Cf. SUBINFEUDATION. — infeudate, vb.

“So thorough was the process by which the land of England became subject to fixed obligations to the king — the process generally referred to today as the infeudation of England — that by the time of the famous Domesday survey, a scant twenty years after Hastings, it was possible to assign to almost every rock and stone of English soil its precise duty to the Crown.” Thomas F. Bergin & Paul G. Haskell, Preface to *Estates in Land and Future Interests* 3 (2d ed. 1984).

INFIBULATION

infibulation. See FEMALE GENITAL MUTILATION.

INFICIARI

inficiari. See INFITIARI.

INFICIATIO

inficiatio. See INFITIATIO.

INFIDEL

infidel (in-f<<schwa>>-d<<schwa>>l). 1. A person who does not believe in something specified, esp. a particular religion. 2. Hist. A person who violates a feudal oath of fealty.

INFIDELIS

infidelis (in-fi-dee-lis or -del-is). [Latin] Hist. 1. INFIDEL(1). 2. INFIDEL(2).

INFIDELITAS

infidelitas (in-fi-dee-l<<schwa>>-tas or -del-<<schwa>>-tas), n.[Latin] Hist. Infidelity; faithlessness to one's feudal oath.

“Many of the smaller misdeeds were regarded as exhibitions of an infidelitas, which, however, did not amount to a feloniam.” 2 Frederick Pollock & Frederic W. Maitland, *The History of English Law Before the Time of Edward I 513–14* (2d ed. 1899).

INFIDELITY

infidelity. Unfaithfulness to an obligation; esp., marital unfaithfulness. Cf. ADULTERY.

INFIDUCIARE

infiduciare (in-fi-d[y]oo-shee-air-ee), vb.[Law Latin] Hist. To pledge property.

IN FIERI

in fieri (in fi-<<schwa>>-ri), adj.[fr. Latin in “in” + fieri “to be done”] (Of a legal proceeding) that is pending or in the course of being completed.

IN FINE

in fine (in fi-nee or fin), adv.[Latin] 1. In short; in summary. 2. At the end (of a book, chapter, section, etc.).

INFIRMATIVE

infirmative,adj. Rare. (Of evidence) tending to weaken or invalidate a criminal accusation <an infirmative fact>. Cf. CRIMINATIVE.

INFIRMATIVE HYPOTHESIS

infirmative hypothesis.Criminal law. An approach to a criminal case in which the defendant's innocence is assumed, and incriminating evidence is explained in a manner consistent with that assumption.

INFIRMITY

infirmity (in-f<<schwa>>-r-m<<schwa>>-tee), n. Physical weakness caused by age or disease; esp., in insurance law, an applicant's ill health that is poor enough to deter an insurance company from insuring the applicant. — infirm,adj.

INFITIARI

infitari (in-fish-ee-air-i), vb.[Latin “to deny”] Roman law. To deny a plaintiff's allegation; esp., to deny liability on a debt. — Also spelled inficiari.

INFITIATIO

infitiatio (in-fish-ee-ay-shee-oh), n.[Latin] Roman law. The denial of a debt or liability; the denial of a plaintiff's allegation. — Also spelled inficiatio. Pl. infitationes (in-fish-ee-ay-shee-oh-nee-z).

IN FLAGRANTE DELICTO

in flagrante delicto (in fl<<schwa>>-gran-tee d<<schwa>>-lik-toh). [Latin “while the crime is ablaze”] In the very act of committing a crime or other wrong; red-handed <the sheriff caught them in flagrante delicto>.

INFLAMMATORY

inflammatory (in-flam-<<schwa>>-tor-ee), adj. Tending to cause strong feelings of anger, indignation, or other type of upset; tending to stir the passions. • Evidence can be excluded if its inflammatory nature outweighs its probative value. [Cases: Evidence 146. C.J.S. Evidence §§ 200, 764.]

INFLATION

inflation,n. A general increase in prices coinciding with a fall in the real value of money. Cf. DEFLATION. — inflationary,adj.

cost-push inflation.Inflation caused by a rise in production costs.

demand-pull inflation.Inflation caused by an excess of demand over supply.

INFLATION RATE

inflation rate.The pace of change in the prices of goods and services in a particular period. • The primary indexes for measuring the rate are the Consumer Price Index and the Producer Price Index.

INFLICTION OF EMOTIONAL DISTRESS

infliction of emotional distress.1.INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS . 2.NEGLIGENT INFLICTION OF EMOTIONAL DISTRESS.

INFLUENCE DISTRICT

influence district.See DISTRICT.

IN FORCE

in force,adj. In effect; operative; binding.

IN-FORCE PATENT

in-force patent.See PATENT(3).

IN FORMA COMMUNI

in forma communi (in for-m<<schwa>> k<<schwa>>-myoo-nI). See IN COMMUNI FORMA.

IN FORMA DELICTI

in forma delicti (in for-m<<schwa>> di-lik-tI). [Latin] Hist. In the form of a delict.

INFORMAL

informal,adj. Not done or performed in accordance with normal forms or procedures <an informal proceeding>.

INFORMAL ACKNOWLEDGMENT

informal acknowledgment.See ACKNOWLEDGMENT.

INFORMAL AGENCY ACTION

informal agency action.Administrative-agency activity other than adjudication or rulemaking, such as investigation, publicity, or supervision. Cf. RULEMAKING. [Cases: Administrative Law and Procedure 301, 341.C.J.S. Public Administrative Law and Procedure §§ 49, 51, 54, 76, 78.]

INFORMAL APPLICATION

informal application.See PATENT APPLICATION.

INFORMAL CONSIDERATION

informal consideration.See CONSIDERATION(2).

INFORMAL CONTRACT

informal contract.See CONTRACT.

INFORMAL DISPOSITION

informal disposition.See DISPOSITION(2).

INFORMAL DIVIDEND

informal dividend.See DIVIDEND.

INFORMAL DRAWING

informal drawing.See DRAWING.

INFORMAL IMMUNITY

informal immunity.See pocket immunity under IMMUNITY(3).

INFORMAL ISSUE

informal issue.See ISSUE(1).

INFORMAL MARRIAGE

informal marriage.See common-law marriage under MARRIAGE(1).

INFORMAL PROBATE

informal probate.See PROBATE.

INFORMAL PROCEEDING

informal proceeding. See PROCEEDING.

INFORMAL PROOF OF CLAIM

informal proof of claim. See PROOF OF CLAIM.

INFORMAL RULEMAKING

informal rulemaking. See RULEMAKING.

INFORMANT

informant. One who informs against another; esp., one who confidentially supplies information to the police about a crime, sometimes in exchange for a reward or special treatment. — Also termed informer; feigned accomplice.

citizen-informant. A witness who, without expecting payment and with the public good in mind, comes forward and volunteers information to the police or other authorities.

INFORMANT'S PRIVILEGE

informant's privilege. See PRIVILEGE(3).

IN FORMA PAUPERIS

in forma pauperis (in for-m<<schwa>> paw-p<<schwa>>-ris), adv. [Latin “in the manner of a pauper”] In the manner of an indigent who is permitted to disregard filing fees and court costs <when suing, a poor person is generally entitled to proceed in forma pauperis>. See 28 USCA § 1915; Fed. R. App. P. 24. • For instance, in many jurisdictions, an indigent divorce petitioner's filing fees and court costs are waived. — Abbr. IFP. [Cases: Costs 128; Federal Civil Procedure 2734. C.J.S. Costs §§ 92–93.]

IN FORMA PAUPERIS AFFIDAVIT

in forma pauperis affidavit. See poverty affidavit under AFFIDAVIT.

IN FORMA SPECIFICA

in forma specifica (in for-m<<schwa>> spi-sif-i-k<<schwa>>). [Latin] Hist. In the specified form.

INFORMATION

information. A formal criminal charge made by a prosecutor without a grand-jury indictment. See Fed. R. Crim. P. 7. • The information is used to prosecute misdemeanors in most states, and about half the states allow its use in felony prosecutions as well. — Also termed bill of information. Cf. INDICTMENT. [Cases: Indictment and Information 35. C.J.S. Indictments and Informations §§ 8, 11, 43.]

duplicious information. An information that charges two or more offenses as one count.

substitute information in lieu of indictment. An information that the prosecutor files to take

the place of a previously returned indictment, usu. because the indictment is defective or because the prosecutor has added, altered, or deleted facts and allegations.

INFORMATIONAL MEMBER

informational member. See nonvoting member under MEMBER.

INFORMATIONAL PICKETING

informational picketing. See PICKETING.

INFORMATIONAL PRIVACY

informational privacy. See PRIVACY.

INFORMATIONAL REPORT

informational report. See REPORT(1).

INFORMATION ANALYSIS AND INFRASTRUCTURE PROTECTION DIRECTORATE

Information Analysis and Infrastructure Protection Directorate. The division of the U.S. Department of Homeland Security responsible for analyzing intelligence information gathered from the Central Intelligence Agency, the Defense Intelligence Agency, the Federal Bureau of Investigation, the National Security Administration, and other sources, and for issuing warnings about threats of terrorist attack. • The unit is also charged with evaluating weaknesses in the nation's infrastructure and recommending ways to reduce vulnerability to attacks. — Abbr. IAIP.

INFORMATION AND BELIEF, ON

information and belief, on. (Of an allegation or assertion) based on secondhand information that the declarant believes to be true. • For the historical precursor to this phrase, see INSINUATIO. [Cases: Pleading 68. C.J.S. Pleading §§ 139–140.]

INFORMATION-DISCLOSURE STATEMENT

information-disclosure statement. Patents. A document submitted in the patent-application process in which the inventor reveals all relevant prior art during the patentability search. • The statement must disclose all known patents, publications, and other references of prior art. The U.S. Patent and Trademark Office provides a form, “Information Disclosure Citation,” for this purpose. — Abbr. IDS. — Also termed statement of prior-art references. [Cases: Patents 97. C.J.S. Patents §§ 135–138, 145, 178.]

INFORMATION LETTER

information letter. A written statement issued by the Department of Labor — in particular, by the Pension and Welfare Benefits Administration — that calls attention to a well-established interpretation or principle of ERISA, without applying it to a specific factual situation.

INFORMATION RETURN

information return. See TAX RETURN.

INFORMATION SOCIETY DIRECTIVE

Information Society Directive. Copyright. An initiative of the European Commission implementing the standards set by the WIPO Copyright Treaty, setting reproduction rights and establishing a “making-available” right.

INFORMATIVE ADVERTISING

informative advertising. See ADVERTISING.

INFORMED CONSENT

informed consent. See CONSENT(1).

INFORMED INTERMEDIARY

informed intermediary. See INTERMEDIARY.

INFORMER

informer. 1. INFORMANT. 2. A private citizen who brings a penal action to recover a penalty.
 • Under some statutes, a private citizen is required to sue the offender for a penalty before any criminal liability can attach. — Also termed common informer. See COMMON INFORMER.
 [Cases: Penalties 24. C.J.S. Penalties § 11.]

INFORMER'S PRIVILEGE

informer's privilege. See informant's privilege under PRIVILEGE(3).

IN FORO

in foro (in for-oh), adv. [Latin] In a forum, court, or tribunal; in the forum.

IN FORO CONSCIENTIAE

in foro conscientiae (in for-oh kon-shee-en-shee-ee), adv. [Latin “in the forum of conscience”]
 Privately or morally rather than legally <this moral problem cannot be dealt with by this court, but only in foro conscientiae>.

IN FORO CONTENTIOSO

in foro contentioso (in for-oh k<<schwa>>n-ten-shee-oh-soh), adv. [Latin] Hist. In the forum of contention or litigation; in a contested action. — Also termed in foro contradictorio.

“A decree is said to be granted in foro contentioso where the action in which it is pronounced has been litigated, and parties fully heard on the merits of the case. But it is not necessary that parties should be fully heard to make the decree pronounced in the case a decree in foro.” John Trayner, *Trayner's Latin Maxims* 261 (4th ed. 1894).

IN FORO ECCLESIASTICO

in foro ecclesiastico (in for-oh e-klee-z[h]ee-as-ti-koh), adv. [Law Latin] In an ecclesiastical court.

IN FORO EXTERNO

in foro externo (in for-oh ek-st<<schwa>>r-noh), adv.[Latin “in an external forum”] Eccles. law. In a court that is handling a case pertaining to or affecting the corporate life of the church. See FORUM EXTERNUM.

IN FORO HUMANO

in foro humano (in for-oh hyoo-may-noh), adv. In a human as opposed to a spiritual forum.

“[T]his may be murder or manslaughter in the sight of God, yet in foro humano it cannot come under the judgment of felony” 1 Hale P.C. 429.

IN FORO INTERNO

in foro interno (in for-oh in-t<<schwa>>r-noh), adv.[Latin “in an internal forum”] Eccles. law. In a court of conscience; in a court for matters of conscience or the confessional. See FORUM INTERNUM.

IN FORO SAECULARI

in foro saeculari (in for-oh sek-y<<schwa>>-lair-I), adv.[Law Latin] In a secular court.

INFRA<NT>

infra (in-fr<<schwa>>), adv. & adj.[Latin “below”] Later in this text. • Infra is used as a citational signal to refer to a later-cited authority. In medieval Latin, infra also acquired the sense “within.” Cf. INTRA; SUPRA.

INFRA AETATEM<TT>

infra aetatem (in-fr<<schwa>> ee-tay-t<<schwa>>m), adj.[Latin] Underage. — Also spelled infra etatem.

INFRA ANNOS NUBILES<TT>

infra annos nubiles (in-fr<<schwa>> an-ohs n[y]oo-b<<schwa>>-leez), adj.[Law Latin] Hist. Under marriageable years; i.e., not old enough to wed.

INFRA ANNUM<TT>

infra annum (in-fr<<schwa>> an-<<schwa>>m), adv.[Law Latin] Under a year; within a year.

INFRA ANNUM LUCTUS<TT>

infra annum luctus (in-fr<<schwa>> an-<<schwa>>m l<<schwa>>k-t<<schwa>>s), adv.[Latin] Hist. Within the year of mourning. • This referred to the one-year period of mourning during which a widow was prohibited from remarrying.

INFRA CIVITATEM<TT>

infra civitatem (in-fr<<schwa>> siv-i-tay-t<<schwa>>m), adv.[Law Latin] Within the state.

INFRA CORPUS COMITATUS<TT>

infra corpus comitatus (in-fr<<schwa>> kor-p<<schwa>>s kom-<<schwa>>-tay-t<<schwa>>s), adv. & adj.[Law Latin] Hist. Within the body of a county. • In English law, this phrase referred to a body of water that was completely enclosed by land, and therefore exempt from admiralty jurisdiction. See CORPUS COMITATUS.

INFRACTION

infraction,n. A violation, usu. of a rule or local ordinance and usu. not punishable by incarceration. See VIOLATION(1). — infract,vb.

civil infraction.An act or omission that, though not a crime, is prohibited by law and is punishable. • In some states, many traffic violations are classified as civil infractions.

INFRA DIGNITATEM CURIAE<TT>

infra dignitatem curiae (in-fr<<schwa>> dig-ni-tay-t<<schwa>>m kyoor-ee-ee), adj.[Law Latin “beneath the dignity of the court”] (Of a case) too trifling in amount or character to be entertained by a court.

INFRA FUROREM<TT>

infra furorem (in-fr<<schwa>> fy<<schwa>>-ror-<<schwa>>m), adv.[Law Latin] During madness; while in a state of insanity.

INFRA HOSPITIUM<TT>

infra hospitium (in-fr<<schwa>> hah-spish-ee-<<schwa>>m). [Law Latin “within the inn”] The doctrine that an innkeeper is liable for goods deposited by a guest. [Cases: Innkeepers 11. C.J.S. Inns, Hotels and Eating Places §§ 36–37.]

INFRA JURISDICTIONEM<TT>

infra jurisdictionem (in-fr<<schwa>> joor-is-dik-shee-oh-n<<schwa>>m), adv. & adj.[Law Latin] Within the jurisdiction.

INFRA PRAESIDIA<TT>

infra praesidia (in-fr<<schwa>> pr<<schwa>>-sid-ee-<<schwa>>). [Latin “within the defenses”] Hist. The international-law doctrine that someone who captures goods will be considered the owner of the goods if they are brought completely within the captor's power. • This term is a corruption of the Roman-law term *intra praesidia*, which referred to goods or persons taken by an enemy during war. Under the principle of *postliminium*, the captured person's rights or goods were restored to prewar status when the captured person returned. See *POSTLIMINIUM*.

“In war, when those who are our enemies have captured someone on our side and have taken him into their own lines [*intra praesidia*]; for if during the same war he returns he has *postliminium*, that is, all his rights are restored to him just as if he had not been captured by the enemy.” Digest of Justinian 49.15.5.1 (Pomponius, Quintus Mucius 37).

INFRASTRUCTURE

infrastructure. The underlying framework of a system; esp., public services and facilities (such as highways, schools, bridges, sewers, and water systems) needed to support commerce as well as economic and residential development.

IN FRAUDEM CREDITORUM

in fraudem creditorum (in fraw-d<<schwa>>m kre-di-tor-<<schwa>>m), adv.[Latin] In fraud of creditors.

IN FRAUDEM LEGIS

in fraudem legis (in fraw-d<<schwa>>m lee-jis), adv.[Latin] In fraud of the law. • With an intent to evade the law.

INFRINGEMENT

infringement,n. Intellectual property. An act that interferes with one of the exclusive rights of a patent, copyright, or trademark owner. See INTELLECTUAL PROPERTY . Cf. PLAGIARISM. — infringe,vb.

contributory infringement. 1. The act of participating in, or contributing to, the infringing acts of another person. • The law imposes vicarious liability for contributory infringement. 2.Patents. The act of aiding or abetting another person's patent infringement by knowingly selling a nonstaple item that has no substantial noninfringing use and is esp. adapted for use in a patented combination or process. • In the patent context, contributory infringement is statutorily defined in the Patent Act. 35 USCA § 271(c). [Cases: Patents 259. C.J.S. Patents § 427.] 3.Copyright. The act of either (1) actively inducing, causing, or materially contributing to the infringing conduct of another person, or (2) providing the goods or means necessary to help another person infringe (as by making facilities available for an infringing performance). • In the copyright context, contributory infringement is a common-law doctrine. 4.Trademarks. A manufacturer's or distributor's conduct in knowingly supplying, for resale, goods bearing an infringing mark. [Cases: Trade Regulation 374. C.J.S. Trade-Marks, Trade-Names, and Unfair Competition § 85.]

copyright infringement.The act of violating any of a copyright owner's exclusive rights granted by the federal Copyright Act, 17 USCA §§ 106, 602. • A copyright owner has several exclusive rights in copyrighted works, including the rights (1) to reproduce the work; (2) to prepare derivative works based on the work; (3) to distribute copies of the work; (4) for certain kinds of works, to perform the work publicly; (5) for certain kinds of works, to display the work publicly; (6) for sound recordings, to perform the work publicly; and (7) to import into the United States copies acquired elsewhere. [Cases: Copyrights and Intellectual Property 53. C.J.S. Copyrights and Intellectual Property §§ 10, 41, 61, 73.]

criminal infringement.The statutory criminal offense of either (1) willfully infringing a copyright to obtain a commercial advantage or financial gain (17 USCA § 506; 18 USCA § 2319), or (2) trafficking in goods or services that bear a counterfeit mark (18 USCA § 2320). • Under the second category, the law imposes criminal penalties if the counterfeit mark is (1) identical with, or

substantially indistinguishable from, a mark registered on the Principal Register of the U.S. Patent and Trademark Office, and (2) likely to confuse or deceive the public. [Cases: Copyrights and Intellectual Property 70; Trade Regulation 311–312. C.J.S. Copyrights and Intellectual Property §§ 84–85; Trade-Marks, Trade-Names, and Unfair Competition § 151.]

direct infringement. 1.Patents. The act of making, using, selling, offering for sale, or importing into the United States, without the patentee's permission, a product that is covered by the claims of a valid patent. 35USCA § 271(a). [Cases: Patents 226. C.J.S. Patents §§ 400, 404, 406–407.] 2.Trademarks. The use of a mark in trade when that use causes a likelihood of confusion about the source of goods or services already identified by a similar mark. 3.Copyright. The unauthorized copying, distributing, or displaying of — or the adapting of a derivative work from — a copyrighted work. Cf. contributory infringement; infringement in the inducement.

domain-name infringement.Infringement of another's trademark or servicemark by the use of a confusingly similar Internet domain name. [Cases: Trade Regulation 350.1. C.J.S. Trade-Marks, Trade-Names, and Unfair Competition § 119.]

infringement in the inducement.Patents. The act of actively and knowingly aiding and abetting direct infringement by another person. • Although sometimes used in copyright and trademark law to mean contributory infringement, the term is usu. reserved for the patent context. — Also termed inducing infringement. Cf. direct infringement. [Cases: Patents 259. C.J.S. Patents § 427.]

innocent infringement.The act of violating an intellectual-property right without knowledge or awareness that the act constitutes infringement. • An innocent infringer may, in limited circumstances, escape liability for some or all of the damages. In the copyright context, damages may be limited if (1) the infringer was misled by the lack of a copyright notice on an authorized copy of the copyrighted work, distributed under the owner's authority before March 1989 (the effective date of the Berne Convention Implementation Act of 1988), and (2) the infringing act occurred before the infringer received actual notice of the copyright. 17 USCA § 405(b). In the trademark context, publishers and distributors of paid advertisements who innocently infringe a mark have no liability for damages. 15 USCA § 1114. In both contexts, the innocent infringer is immunized only from an award of monetary damages, not from injunctive relief. [Cases: Copyrights and Intellectual Property 52. C.J.S. Copyrights and Intellectual Property §§ 43–44.]

literal infringement.Patents. Infringement in which every element and every limitation of a patent claim is present, exactly, in the accused product or process. Cf. DOCTRINE OF EQUIVALENTS. [Cases: Patents 226. C.J.S. Patents §§ 400, 404, 406–407.]

nonliteral infringement.See DOCTRINE OF EQUIVALENTS.

patent infringement.The unauthorized making, using, offering to sell, selling, or importing into the United States any patented invention. 35 USCA § 271(a). [Cases: Patents 226. C.J.S. Patents §§ 400, 404, 406–407.]

“In determining whether an accused device or composition infringes a valid patent, resort must be had in the first instance to the words of the claim. If accused matter falls clearly within the

claim, infringement is made out and that is the end of it.” *Graver Tank & Mfg. Co. v. Linde Air Prods. Co.*, 339 U.S. 605, 607, 70 S.Ct. 854, 855 (1950)(Jackson, J.).

trademark infringement. The unauthorized use of a trademark — or of a confusingly similar name, word, symbol, or any combination of these — in connection with the same or related goods or services and in a manner that is likely to cause confusion, deception, or mistake about the source of the goods or services. See LIKELIHOOD-OF-CONFUSION TEST. [Cases: Trade Regulation 332. C.J.S. Trade-Marks, Trade-Names, and Unfair Competition § 72.]

vicarious infringement. A person's liability for an infringing act of someone else, even though the person has not directly committed an act of infringement. • For example, a concert theater can be vicariously liable for an infringing performance of a hired band. [Cases: Patents 287(2).]

willful infringement. An intentional and deliberate infringement of another person's intellectual property. [Cases: Patents 227. C.J.S. Patents § 403.]

INFRINGEMENT OPINION

infringement opinion. See OPINION(2).

INFRINGEMENT SEARCH

infringement search. Patents. A patent search aimed at discovering whether a product or method infringes any in-force patent. • An infringement search is usu. limited to the political territory where the patent is to be relied on. — Also termed clear-to-use search; freedom-to-operate search; FTO search. Cf. PATENTABILITY SEARCH; VALIDITY SEARCH.

INFRINGEMENT TEST

infringement test. Patents. A means of determining whether a patent claim is dependent by asking whether the claim would always be infringed if the independent claim on which it rests were infringed. • Since a dependent claim must incorporate all the elements of the independent claim, an infringement of the independent claim must also be an infringement of the dependent claim. [Cases: Patents 165(5). C.J.S. Patents §§ 283, 287, 290, 293.]

INFRINGER

infringer. A person who interferes with one of the exclusive rights of a patent, copyright, or trademark owner. See INFRINGEMENT. [Cases: Copyrights and Intellectual Property 77; Patents 287(1); Trade Regulation 374. C.J.S. Copyrights and Intellectual Property §§ 64–65; Trade-Marks, Trade-Names, and Unfair Competition § 85.]

IN FRUCTU

in fructu (in fr<<schwa>>k-t[y]oo). [Latin] Hist. Among the fruit. • A bona fide possessor owned the fruits of the subject possessed but not the subject itself because the subject was not in fructu. For example, a person who possessed but did not own a goat was entitled to the goat's milk, wool, and offspring, but not the goat's meat.

IN FULL

in full. Constituting the whole or complete amount <payment in full>.

IN FULL LIFE

in full life. (Of a person) alive in fact and in law; neither naturally nor civilly dead.

IN FUTURO

in futuro (in fy<<schwa>>-tyoor-oh), adv. [Latin] In the future. Cf. IN PRAESENTI .

IN GENERALI PASSAGIO

in generali passagio (in jen-<<schwa>>-ray-II p<<schwa>>-say-jee-oh), adv. [Law Latin] Hist. In the general passage (to the holy land with a company of Crusaders). • This type of pilgrimage excused an absence from court during the Crusades. Cf. SIMPLEX PASSAGIUM.

IN GENERE

in genere (in jen-<<schwa>>-r-ee). [Latin “in kind”] Belonging to the same class, but not identical.

INGENUITAS

ingenuitas (in-j<<schwa>>-n[y]oo-<<schwa>>-tas), n. [Latin] Roman law. The condition or status of a free-born person.

INGENUITAS REGNI

ingenuitas regni (in-j<<schwa>>-n[y]oo-<<schwa>>-tas reg-nI). [Law Latin] Hist. The freemen, yeomanry, or commonalty of the kingdom. • This term was occasionally applied to the nobility.

INGENUUS

ingenuus (in-jen-yoo-<<schwa>>s), n. [Latin] Roman law. A free-born person. • This term, denoting freeborn persons, was commonly opposed to libertini (people born into slavery and later emancipated). Cf. LATINI JUNIANI; SERVUS.

IN GLOBO

in globo (in gloh-boh), adv. [Latin “in a mass”] As an undivided whole rather than separately <settlement paid in globo to the three defendants>.

INGRATITUDE

ingratitude, n. Civil law. Lack of appreciation for a generous or kind act, esp. for a gift received. • Under Louisiana law, a gift may be reclaimed on grounds of ingratitude if the recipient mistreats the giver by, for example, attempting to murder the giver or refusing to provide the giver with needed food. La. Civ. Code art. 1560. [Cases: Gifts 41.]

INGRATUS

ingratus (in-gray-t<<schwa>>s), adj. [Latin] Roman law. (Of a person) ungrateful; (of

conduct) marked by ingratitude. • Ungrateful acts or words (such as spiteful comments from a freedman toward a former master) could form the basis for a return to a prior inferior status.

IN GREMIO JURIS

in gremio juris (in gree-mee-oh joor-is), adv. & adj.[Law Latin] Civil & Scots law. In the bosom of the right. • This phrase describes a clause formerly inserted in an instrument to bind holders to its terms.

IN GREMIO LEGIS

in gremio legis (in gree-mee-oh lee-jis), adv. & adj.[Law Latin] In the bosom of the law. • This is a figurative expression for something that is under the protection of the law, such as a land title that is in abeyance.

INGRESS

ingress (in-gres).1. The act of entering. 2. The right or ability to enter; access. Cf. EGRESS.

INGRESS, EGRESS, AND REGRESS

ingress, egress, and regress.The right of a lessee to enter, leave, and reenter the land in question.

INGRESSUS

ingressus (in-gres-<<schwa>>s). [Latin “ingress, entry”] Hist. The fee paid by an heir to a feudal lord to enter the estate of a decedent.

IN GROSS

in gross.Undivided; still in one large mass. — Also termed en gros; en grosse. See easement in gross under EASEMENT.

INGROSS

ingross,vb. See ENGROSS.

INGROSSATOR

ingrossator (in-groh-say-t<<schwa>>r). [Law Latin] Hist. An engrosser; a clerk who writes records or instruments on parchment. • The Engrosser of the Great Roll, for example, was known as the Ingrossator Magni Rotuli. See CLERK OF THE PIPE .

INHABIT

inhabit,vb. To dwell in; to occupy permanently or habitually as a residence.

IN HAC PARTE

in hac parte (in hak pahr-tee). [Latin] On this part or side.

IN HAEC VERBA

in haec verba (in heek v<<schwa>>r-b<<schwa>>). [Latin] In these same words; verbatim.

IN HAEREDITATE JACENTE

in haereditate jacente (in h<<schwa>>-red-i-tay-tee j<<schwa>>-sen-tee). [Latin] Hist. In the estate of a person deceased.

INHAERERE JURISDICTIONI

inhaerere jurisdictioni (in-hi-reer-ee juur-is-dik-shee-oh-nI). [Latin] Civil law. To be necessarily connected with jurisdiction. • The phrase typically referred to a judge's inherent powers, such as the power to inflict punishment or to enforce a judgment.

INHERE

inhere (in-heer), vb. To exist as a permanent, inseparable, or essential attribute or quality of a thing; to be intrinsic to something.

INHERENCY DOCTRINE

inherency doctrine.Patents. The rule that anticipation can be inferred despite a missing element in a prior-art reference if the missing element is either necessarily present in or a natural result of the product or process and a person of ordinary skill in the art would know it. • On one hand, the doctrine precludes patenting an existing invention by merely claiming an inherent element. On the other hand, it allows the later patentability of a substance, usu. a chemical compound, that was inadvertently created but not recognized or appreciated. See INHERENT ANTICIPATION. [Cases: Patents 65. C.J.S. Patents § 49.]

INHERENT ANTICIPATION

inherent anticipation.Patents. An invention's lack of novelty arising from the existence of prior-art products or processes that necessarily possess the same characteristics. • Inherency differs from obviousness in that a lack of novelty must be based on fact, not mere possibility or probability. See INHERENCY DOCTRINE.

INHERENT AUTHORITY

inherent authority.See AUTHORITY(1).

INHERENT CONDITION

inherent condition.See CONDITION(2).

INHERENT COVENANT

inherent covenant.See COVENANT(1).

INHERENT DEFECT

inherent defect.See hidden defect under DEFECT.

INHERENTLY DANGEROUS

inherently dangerous. See DANGEROUS.

INHERENTLY DANGEROUS ACTIVITY

inherently dangerous activity. An activity that can be carried out only by the exercise of special skill and care and that involves a grave risk of serious harm if done unskillfully or carelessly.

INHERENTLY DANGEROUS WORK

inherently dangerous work. See WORK(1).

INHERENT POWER

inherent power. See POWER(3).

INHERENT-POWERS DOCTRINE

inherent-powers doctrine. The principle that allows courts to deal with diverse matters over which they are thought to have intrinsic authority, such as (1) procedural rulemaking, (2) internal budgeting of the courts, (3) regulating the practice of law; and (4) general judicial housekeeping. • The power is based on interpretations of art. I, § 8, cl. 18 of the Constitution.

INHERENT RIGHT

inherent right. See inalienable right under RIGHT.

INHERIT

inherit, vb. 1. To receive (property) from an ancestor under the laws of intestate succession upon the ancestor's death. [Cases: Descent and Distribution 1. C.J.S. Descent and Distribution §§ 1–5.] 2. To receive (property) as a bequest or devise.

INHERITABLE

inheritable, adj. See HERITABLE.

INHERITABLE BLOOD

inheritable blood. See heritable blood under BLOOD.

INHERITABLE OBLIGATION

inheritable obligation. See heritable obligation under OBLIGATION.

INHERITABLE SECURITY

inheritable security. See heritable security under SECURITY.

INHERITANCE

inheritance. 1. Property received from an ancestor under the laws of intestacy. [Cases: Descent and Distribution 1, 8. C.J.S. Descent and Distribution §§ 1–5, 9–12; Right of Privacy and Publicity § 42.] 2. Property that a person receives by bequest or devise.

dual inheritance. An adopted child's intestate inheritance through both his adopted family and his natural parent. • The problem of dual inheritance occurs only if a relative of the birth parent adopts the child. For instance, if a child's mother dies and the maternal grandparents adopt the grandchild, and if a grandparent then dies intestate, the child qualifies for two separate shares — one as a child and the other as a grandchild. In some jurisdictions, by statute, such a child is allowed to inherit only the adopted child's share. Under the Uniform Probate Code, the child takes the larger of the two shares.

several inheritance. An inheritance that descends to two persons severally, as by moieties.

shifting inheritance. Under intestacy laws, an inheritance that is transferred from an heir who was living when the intestate died to an afterborn heir who is more closely related to the intestate.

universal inheritance. A system by which an intestate's estate escheats to the state only if the decedent leaves no surviving relatives, no matter how distant. • Universal inheritance has been abandoned in almost all Anglo-American jurisdictions. See UNIVERSAL-INHERITANCE RULE.

INHERITANCE TAX

inheritance tax. See TAX.

INHERITOR

inheritor (in-hair-i-t<<schwa>>r), n. A person who inherits; HEIR.

INHERITRIX

inheritrix (in-hair-i-triks), n. Archaic. A female heir; HEIRESS.

INHIBITION

inhibition (in-hi-bish-<<schwa>>n), n. 1. Eccles. law. A writ issued by a superior ecclesiastical court, forbidding a judge from proceeding in a pending case. 2. Eccles. law. An order issuing from an ecclesiastical court, prohibiting a member of the clergy from taking office or performing an unlawful action. 3. Hist. A writ of prohibition. See PROHIBITION(2). 4. Scots law. An order issued by the Court of Session to prohibit a debtor from encumbering or alienating the debtor's heritable property to the prejudice of a creditor. See PROHIBITION(2); EX CAPITE INHIBITIONIS.

IN HOC

in hoc (in hok), adv. [Latin] In this; in respect to this.

IN HOC STATU

in hoc statu (in hok stay-t[y]oo). [Latin] Hist. In this position.

INHONESTUS

inhonestus (in-h<<schwa>>-nes-t<<schwa>>s), adj. [Latin] Roman law. 1. (Of a person) of ill repute. 2. (Of conduct) morally shameful.

IN-HOUSE COUNSEL

in-house counsel. See COUNSEL.

INHUMAN TREATMENT

inhuman treatment. Family law. Physical or mental cruelty so severe that it endangers life or health. • Inhuman treatment is usu. grounds for divorce. See CRUELTY. [Cases: Divorce 27(1, 3). C.J.S. Divorce §§ 22–26, 28–32, 34–35.]

IN HYPOTHESI

in hypothesi (in hI-pahth-*<<schwa>>-sI*). [Latin] Hist. In a supposed case; in a hypothetical case. Cf. IN THESI.

IN IISDEM TERMINIS

in iisdem terminis (in ee-Is-dem t*<<schwa>>r-m<<schwa>>-nis*), adv. [Law Latin] Hist. In the same terms.

INIMICITIA CAPITALIS

inimicitia capitalis (i-nim-*<<schwa>>-sish-ee-*<<schwa>> kap-i-tay-lis**). [Latin] Hist. Deadly enmity.

IN INDIVIDUO

in individuo (in in-di-vid-yoo-oh), adv. [Law Latin] In the distinct, identical, or individual form. See IN SPECIE.

IN INFINITUM

in infinitum (in in-f*<<schwa>>-nI-t<<schwa>>m*). [Latin “in infinity”] To infinity. • This phrase was in reference to a line of succession that is indefinite.

IN INITIALIBUS

in initialibus (in i-nish-ee-al-*<<schwa>>-b<<schwa>>s*). [Law Latin] Hist. In the preliminary stage. • The phrase appeared in reference to the point in the examination when the initialia testimonii took place to determine the witness's competence to testify. See INITIALIA TESTIMONII.

IN INITIO

in initio (in i-nish-ee-oh). [Latin “in the beginning”] At the beginning or outset. Cf. AB INITIO.

IN INITIO LITIS

in initio litis (in i-nish-ee-oh II-tis). [Latin] Hist. In the beginning of the suit. • Many defenses had to be raised at this stage of a case.

IN INTEGRUM

in integrum (in in-teg-r<<schwa>>m). [Latin] Hist. Entire; wholly undamaged.

IN INVITUM

in invitum (in in-vI-t<<schwa>>m). [Latin] Against an unwilling person <the nonparty appealed after being compelled to participate in the proceedings in invitum>. Cf. AB INVITO.

IN IPSO TERMINO

in ipso termino (in ip-soh t<<schwa>>r-mi-noh). [Latin] Hist. At the very end; on the last day, as of a prescriptive period.

INITIAL APPEARANCE

initial appearance. See APPEARANCE.

INITIAL CAUSE

initial cause. See proximate cause under CAUSE(1).

INITIAL DETERMINATION

initial determination. See DETERMINATION.

INITIAL DISCLOSURE

initial disclosure. See DISCLOSURE(2).

INITIALIA TESTIMONII

initialia testimonii (i-nish-ee-ay-lee-<<schwa>> tes-t<<schwa>>-moh-nee-I). [Law Latin “initial parts of testimony”] Scots law. The preliminary examination of a witness in order to determine the witness's competence to testify. Cf. IN INITIALIBUS.

INITIAL MARGIN REQUIREMENT

initial margin requirement. See MARGIN REQUIREMENT.

INITIAL PROTEST

initial protest. See PROTEST(2).

INITIAL PUBLIC OFFERING

initial public offering. See OFFERING.

INITIAL SURPLUS

initial surplus. See SURPLUS.

INITIATION OF CHARGES

initiation of charges. Military law. The first report to the proper military authority of an alleged commission of an offense by a person subject to the Uniform Code of Military Justice. Cf. PREFERRING OF CHARGES. [Cases: Armed Services 47(2); Military Justice 950. C.J.S.

Armed Services § 164; Military Justice § 180.]

INITIATIVE

initiative (i-nish-ee-<<schwa>>-tiv or i-nish-<<schwa>>-tiv). An electoral process by which a percentage of voters can propose legislation and compel a vote on it by the legislature or by the full electorate. • Recognized in some state constitutions, the initiative is one of the few methods of direct democracy in an otherwise representative system. Cf. REFERENDUM. [Cases: Municipal Corporations 108; Statutes 301–327. C.J.S. Municipal Corporations §§ 311–313, 315, 325–326; Statutes §§ 108–114, 116–136, 139–144.]

IN ITINERE

in itinere (in I-tin-<<schwa>>r-ee), adv.[Latin] Hist. On a journey; on the way. • This term referred to the justices in eyre (justices in itinere) and to goods en route to a buyer. See EYRE; IN TRANSITU.

INITIUM POSSESSIONIS

initium possessionis (i-nish-ee-<<schwa>>m p<<schwa>>-zes[h]-ee-oh-nis). [Latin “the beginning of the possession”] Hist. The right by which possession was first held.

INJOIN

injoin,vb. Archaic. See ENJOIN.

IN JUDICIO

in judicio (in joo-dish-ee-oh), adv. & adj.[Latin] Before the judge. • The phrase is still sometimes used. Originally, in Roman law, in judicio referred to the second stage of a Roman formulary trial, held before a private judge known as a judex. — Also termed apud judicem. See FORMULA(1). Cf. IN JURE (2).

IN JUDICIO POSSESSORIO

in judicio possessorio (in joo-dish-ee-oh pah-ses-sor-ee-oh). [Law Latin] Hist. In a possessory action.

INJUNCTION

injunction (in-j<<schwa>>ngk-sh<<schwa>>n), n. A court order commanding or preventing an action. • To get an injunction, the complainant must show that there is no plain, adequate, and complete remedy at law and that an irreparable injury will result unless the relief is granted. — Also termed writ of injunction. See IRREPARABLE-INJURY RULE. [Cases: Injunction 1. C.J.S. Injunctions §§ 2–4, 12, 14, 22, 24, 166.]

“In a general sense, every order of a court which commands or forbids is an injunction; but in its accepted legal sense, an injunction is a judicial process or mandate operating in personam by which, upon certain established principles of equity, a party is required to do or refrain from doing a particular thing. An injunction has also been defined as a writ framed according to the

circumstances of the case, commanding an act which the court regards as essential to justice, or restraining an act which it esteems contrary to equity and good conscience; as a remedial writ which courts issue for the purpose of enforcing their equity jurisdiction; and as a writ issuing by the order and under the seal of a court of equity.” 1 Howard C. Joyce, *A Treatise on the Law Relating to Injunctions* § 1, at 2–3 (1909).

affirmative injunction. See mandatory injunction.

ex parte injunction. A preliminary injunction issued after the court has heard from only the moving party. — Also termed temporary restraining order.

final injunction. See permanent injunction.

head-start injunction. Trade secrets. An injunction prohibiting the defendant from using a trade secret for a period equal to the time between the date of the secret's theft and the date when the secret became public. • So named since that period is the “head start” that the defendant unfairly gained over the rest of the industry. [Cases: Injunction 189. C.J.S. Injunctions §§ 6, 235–236.]

injunction pendente lite. See preliminary injunction.

interlocutory injunction. See preliminary injunction.

mandatory injunction. An injunction that orders an affirmative act or mandates a specified course of conduct. — Also termed affirmative injunction. Cf. prohibitory injunction. [Cases: Injunction 5, 133. C.J.S. Injunctions §§ 3, 8–9, 81.]

permanent injunction. An injunction granted after a final hearing on the merits. • Despite its name, a permanent injunction does not necessarily last forever. — Also termed perpetual injunction; final injunction. [Cases: Injunction 1. C.J.S. Injunctions §§ 2–4, 12, 14, 22, 24, 166.]

perpetual injunction. See permanent injunction.

preliminary injunction. A temporary injunction issued before or during trial to prevent an irreparable injury from occurring before the court has a chance to decide the case. • A preliminary injunction will be issued only after the defendant receives notice and an opportunity to be heard. — Also termed interlocutory injunction; temporary injunction; provisional injunction; injunction pendente lite. Cf. ex parte injunction; TEMPORARY RESTRAINING ORDER. [Cases: Injunction 132. C.J.S. Injunctions §§ 4–5, 17, 166.]

preventive injunction. An injunction designed to prevent a loss or injury in the future. Cf. reparative injunction.

prohibitory injunction. An injunction that forbids or restrains an act. • This is the most common type of injunction. Cf. mandatory injunction.

provisional injunction. See preliminary injunction.

quia-timet injunction (kwI-*<<schwa>>* tI-m*<<schwa>>*t orkwee-*<<schwa>>* tim-et). [Latin “because he fears”] An injunction granted to prevent an action that has been threatened but has not

yet violated the plaintiff's rights. See QUIA TIMET.

reparative injunction (ri-par-<<schwa>>-tiv). An injunction requiring the defendant to restore the plaintiff to the position that the plaintiff occupied before the defendant committed a wrong. Cf. preventive injunction.

special injunction.Hist. An injunction in which the prohibition of an act is the only relief ultimately sought, as in prevention of waste or nuisance.

temporary injunction.See preliminary injunction.

INJUNCTION BOND

injunction bond.See BOND(2).

INJUNCTIVE

injunctive,adj. That has the quality of directing or ordering; of or relating to an injunction. — Also termed injunctional.

IN JURE

in jure (in joor-ee). [Latin “in law”] 1. According to the law. 2.Roman law. Before the praetor or other magistrate. • In jure referred to the first stage of a Roman formulary trial, held before the praetor or other judicial magistrate for the purpose of establishing the legal issues and their competence. Evidence was taken in the second stage, which was held before a judex. See FORMULA(1). Cf. IN JUDICIO.

IN JURE ALTERIUS

in jure alterius (in joor-ee al-teer-ee-<<schwa>>s), adv.[Latin] In another's right.

IN JURE CESSIO

in jure cessio (in joor-ee sesh-ee-oh). [Latin “a surrender in law”] Roman law. A fictitious trial held to transfer ownership of property; a collusive claim to formally convey property, esp. incorporeal property, by a court's assignment of ownership. • At trial, the transferee appeared before a praetor and asserted ownership of the property. The actual owner also appeared, but did not contest the assertion, and so allowed the transfer of the property to the plaintiff. In jure cessio was most often used to convey incorporeal property. — Also spelled in iure cessio.

IN JURE PROPRIO

in jure proprio (in joor-ee proh-pree-oh), adv.[Latin] In one's own right.

INJURIA

injuria (in-joor-ee-<<schwa>>), n. [Latin] Roman law. 1. See WRONG. Cf. DAMNUM INJURIA DATUM ; actio injuriarum under ACTIO. 2. An assault on a person's reputation or body. Pl. injuriae (in-joor-ee-ee).

“By injuria (or outrage), as the fourth ground of delict obligation, is meant some affronting

wrong, calculated to wound the self-respect and touch the honor of the person injured, to humiliate or degrade him in the view of others.” James Hadley, *Introduction to Roman Law* 243 (1881).

“The term *injuria* [is best] used in its original and proper sense of wrong (in *jus*, contrary to law). The modern use of ‘injury’ as a synonym for damage is unfortunate but inveterate.” R.F.V. Heuston, *Salmond on the Law of Torts* 13 nn.51–52 (17th ed. 1977).

INJURIA ABSQUE DAMNO

injuria absque damno (in-joor-ee-*<<schwa>>* abs-kwee dam-noh). [Latin “injury without damage”] A legal wrong that will not sustain a lawsuit because no harm resulted from it. — Also termed *injuria sine damno*. Cf. *DAMNUM SINE INJURIA* .

“Just as there are cases in which damage is not actionable as a tort (*damnum sine injuria*), so conversely there are cases in which behaviour is actionable as a tort, although it has been the cause of no damage at all (*injuria sine damno*). Torts are of two kinds — namely, those which are actionable *per se*, and those which are actionable only on proof of actual damage resulting from them. Thus the act of trespassing upon another's land is actionable even though it has done the plaintiff not the slightest harm. Similarly, a libel is actionable *per se*, while slander (that is to say, oral as opposed to written defamation) is in most cases not actionable without proof of actual damage.” R.F.V. Heuston, *Salmond on the Law of Torts* 14 (17th ed. 1977).

INJURIOUS

injurious, adj. Harmful; tending to injure.

INJURIOUS EXPOSURE

injurious exposure. Workers' compensation. Contact with a substance that would cause injury if the person were repeatedly exposed to it over time. • An employer may be found liable for harm resulting from *injurious exposure*. [Cases: Workers' Compensation 517, 521–551. C.J.S. Workmen's Compensation §§ 296–297, 305–324, 338, 350, 355.]

INJURIOUS FALSEHOOD

injurious falsehood. 1. *DISPARAGEMENT*(3). 2. *TRADE DISPARAGEMENT*.

INJURIOUS WORDS

injurious words. Louisiana law. Slanderous or libelous language. See *SLANDER*; *LIBEL*(1), (2).

INJURY

injury, n. 1. The violation of another's legal right, for which the law provides a remedy; a wrong or injustice. See *WRONG*. 2. Scots law. Anything said or done in breach of a duty not to do it, if harm results to another in person, character, or property. • Injuries are divided into real injuries (such as wounding) and verbal injuries (such as slander). They may be criminal wrongs (as with assault) or civil wrongs (as with defamation). 3. Any harm or damage. • Some authorities distinguish harm from injury, holding that while harm denotes any personal loss or detriment,

injury involves an actionable invasion of a legally protected interest. See Restatement (Second) of Torts § 7 cmt. a (1965). — injure, vb. — injurious, adj.

accidental injury. An injury resulting from external, violent, and unanticipated causes; esp., a bodily injury caused by some external force or agency operating contrary to a person's intentions, unexpectedly, and not according to the usual order of events. [Cases: Insurance 2590. C.J.S. Insurance §§ 864, 1170.]

advertising injury. Harm resulting from (1) oral or written speech that slanders or libels a person, or disparages a person's goods, products, or services; (2) oral or written speech that violates a person's right of privacy; (3) misappropriation of advertising ideas or style of doing business; or (4) infringement of copyright, esp. in a name or slogan.

bodily injury. Physical damage to a person's body. — Also termed physical injury. See serious bodily injury. [Cases: Damages 30, 32; Insurance 2276. C.J.S. Damages §§ 53, 89–93; Insurance §§ 941, 943, 1132–1133.]

civil injury. Physical harm or property damage caused by breach of a contract or by a criminal offense redressable through a civil action.

compensable injury (k<<schwa>>m-pen-s<<schwa>>-b<<schwa>>l). Workers' compensation. An injury caused by an accident arising from the employment and in the course of the employee's work, and for which the employee is statutorily entitled to receive compensation. [Cases: Workers' Compensation 511–770. C.J.S. Workmen's Compensation §§ 288–470, 475.]

consequential injury. See consequential loss under LOSS.

continual injury. An injury that recurs at repeated intervals. — Also termed (but improperly) continuous injury.

continuing injury. An injury that is still in the process of being committed. • An example is the constant smoke or noise of a factory. — Also termed continuing harm. [Cases: Damages 110. C.J.S. Damages §§ 135–136.]

direct injury. 1. An injury resulting directly from violation of a legal right. 2. An injury resulting directly from a particular cause, without any intervening causes. [Cases: Damages 16. C.J.S. Damages §§ 23–24.]

injury in fact. An actual or imminent invasion of a legally protected interest, in contrast to an invasion that is conjectural or hypothetical. • An injury in fact gives the victim standing to bring an action for damages. [Cases: Federal Civil Procedure 103.2.]

irreparable injury (i-rep-<<schwa>>r-<<schwa>>-b<<schwa>>l). An injury that cannot be adequately measured or compensated by money and is therefore often considered remediable by injunction. — Also termed irreparable harm; nonpecuniary injury. See IRREPARABLE-INJURY RULE. [Cases: Injunction 14, 138.6. C.J.S. Injunctions §§ 24, 27–28.]

“The term ‘irreparable injury,’ however, is not to be taken in its strict literal sense. The rule does not require that the threatened injury should be one not physically capable of being repaired.

If the threatened injury would be substantial and serious — one not easily to be estimated, or repaired by money — and if the loss or inconvenience to the plaintiff if the injunction should be refused (his title proving good) would be much greater than any which can be suffered by the defendant through the granting of the injunction, although his title ultimately prevails, the case is one of such probable great or ‘irreparable’ damage as will justify a preliminary injunction.” Elias Merwin, *Principles of Equity and Equity Pleading* 426–27 (H.C. Merwin ed., 1896).

legal injury. Violation of a legal right.

malicious injury. 1. An injury resulting from a willful act committed with knowledge that it is likely to injure another or with reckless disregard of the consequences. 2. MALICIOUS MISCHIEF.

nonpecuniary injury. See irreparable injury.

pecuniary injury. An injury that can be adequately measured or compensated by money.

permanent injury. 1. A completed wrong whose consequences cannot be remedied for an indefinite period. 2. An injury to land the consequences of which will endure until the reversioner takes possession, as a result of which the reversioner has a present right of possession.

personal injury. Torts. 1. In a negligence action, any harm caused to a person, such as a broken bone, a cut, or a bruise; bodily injury. 2. Any invasion of a personal right, including mental suffering and false imprisonment. — Also termed private injury. [Cases: Insurance 2306.] 3. For purposes of workers' compensation, any harm (including a worsened preexisting condition) that arises in the scope of employment. — Abbr. PI. [Cases: Workers' Compensation 552–566, 604–770. C.J.S. Workmen's Compensation §§ 325–337, 365–470, 475.]

physical injury. See bodily injury.

private injury. See personal injury (2).

public injury. A loss or an injury stemming from a breach of a duty or violation of a right that affects the community as a whole.

reparable injury (rep-*r*-*b*). An injury that can be adequately compensated by money.

scheduled injury. A partially disabling injury for which a predetermined amount of compensation is allowed under a workers'-compensation statute. [Cases: Workers' Compensation 869–902. C.J.S. Workmen's Compensation §§ 575–591.]

serious bodily injury. Serious physical impairment of the human body; esp., bodily injury that creates a substantial risk of death or that causes serious, permanent disfigurement or protracted loss or impairment of the function of any body part or organ. Model Penal Code § 210.0(3). • Typically, the fact-finder must decide in any given case whether the injury meets this general standard. Generally, an injury meets this standard if it creates a substantial risk of fatal consequences or, when inflicted, constitutes mayhem. Cf. MAYHEM(1). — Also termed serious bodily harm; grievous bodily harm; great bodily injury. [Cases: Homicide 530.]

temporary injury. An injury that may be abated or discontinued at any time by either the injured party or the wrongdoer.

willful and malicious injury. Bankruptcy. Under the statutory exception to discharge, damage to another entity (such as a creditor) caused by a debtor intentionally performing a wrongful act — without just cause or excuse — that the debtor knew was certain or substantially certain to cause injury. 11 USCA § 523(a)(6). [Cases: Bankruptcy 3355. C.J.S. Bankruptcy § 332.]

INJURY-IN-FACT TRIGGER

injury-in-fact trigger. See ACTUAL-INJURY TRIGGER.

INJUSTICE

injustice. 1. An unjust state of affairs; unfairness. 2. An unjust act.

IN JUS VOCARE

in jus vocare (in j<<schwa>>s voh-kair-ee), vb. [Latin] Roman law. To summon a defendant to court.

IN KIND

in kind, adv. 1. In goods or services rather than money <payment in cash or in kind>. 2. In a similar way; with an equivalent of what has been offered or received <returned the favor in kind>. — in-kind, adj. <in-kind repayment>.

INL

INL. abbr. BUREAU OF INTERNATIONAL NARCOTICS AND LAW ENFORCEMENT.

INLAGARE

inlagare (in-l<<schwa>>-gair-ee), vb. [Law Latin] Hist. To restore (an outlaw) to the protection of the law. Cf. UTLAGARE.

INLAGATION

inlagation (in-l<<schwa>>-gay-sh<<schwa>>n), n. [Law Latin] Hist. The act of restoring an outlaw to the protection of the law; inlawry. Cf. UTLAGATION.

INLAGH

inlagh (in-law). Hist. A person within the protection of the law, in contrast to an outlaw. Cf. UTLAGH.

INLAND

inland. 1. The interior part of a country or region, away from the coast or border. 2. Hist. The portion of a feudal estate lying closest to the lord's manor and dedicated to the support of the lord's family. — Also termed (in sense 2) inland. Cf. UTLAND.

INLAND BILL OF EXCHANGE

inland bill of exchange. See domestic bill (2) under BILL(6).

INLAND DRAFT

inland draft. See DRAFT.

INLAND MARINE INSURANCE

inland marine insurance. See INSURANCE.

INLAND REVENUE

inland revenue. See INTERNAL REVENUE.

INLAND TRADE

inland trade. See TRADE.

INLAND WATERS

inland waters. See INTERNAL WATERS.

INLANTAL

inlantal (in-lan-t<<schwa>>I). Hist. See INLAND(2). — Also spelled inlantale.

IN LAW

in law. Existing in law or by force of law; in the contemplation of the law. Cf. IN FACT.

IN-LAW

in-law, n. A relative by marriage.

INLAW

inlaw, vb. Archaic. To place (an offender) under the protection of the law. Cf. OUTLAW(1).

“The outlaw's life is insecure.... If the king inlaws him, he comes back into the world like a new-born babe, quasi modo genius, capable indeed of acquiring new rights, but unable to assert any of those that he had before his outlawry. An annihilation of the outlawry would have a different operation, but the inlawed outlaw is not the old person restored to legal life; he is a new person.” 1 Frederick Pollock & Frederic William Maitland, *History of English Law Before the Time of Edward I* 477 (2d ed. 1898).

INLAWRY

inlawry. The restoration of an outlawed person's rights and protections under the law. See INLAGATION.

IN LECTO AEGRITUDINIS

in lecto aegritudinis (in lek-toh ee-gri-t[y]oo-di-nis). [Law Latin] Scots law. On a bed of sickness. • The phrase appeared in reference either to the deathbed or to periods of illness that

excused a person from fulfilling an obligation. See LIEGE POUSTI.

IN LECTO MORTALI

in lecto mortali (in lek-toh mor-tay-II), adv. & adj.[Latin] On the deathbed.

IN LEGAL CUSTODY

in legal custody.See IN CUSTODIA LEGIS.

IN LIBERAM BARONIAM

in liberam baroniam (in lib-⟨schwa⟩r-⟨schwa⟩m b⟨schwa⟩-roh-nee-⟨schwa⟩m). [Law Latin] Hist. Into a free barony.

“In former times, many persons holding certain feudal rights from the Crown were called barons, but in the strict legal sense, the title was only due to him whose lands had been erected or confirmed by the king in liberam baroniam. The advantages conferred by the right of barony were considerable. Such a right conferred on the baron both civil and criminal jurisdiction within his barony; and under the clause of union contained in his charter, he was enabled to take infefment in the whole lands and rights of the barony in, what was at that time, an easy and inexpensive mode.” John Trayner, Trayner's Latin Maxims 264 (4th ed. 1894).

IN LIBERAM ELEMOSINAM

in liberam elemosinam (in lib-⟨schwa⟩r-⟨schwa⟩m el-⟨schwa⟩-m⟨schwa⟩-s-I-n⟨schwa⟩m). [Latin “in free alms”] Hist. Land given away for a charitable purpose; land given away to be held in frankalmoin. — Also spelled in liberam eleemosinam. — Also termed in libera elemosina. See FRANKALMOIN.

IN LIBERAM REGALITATEM

in liberam regalitatem (in lib-⟨schwa⟩r-⟨schwa⟩m ri-gal-⟨schwa⟩-tay-t⟨schwa⟩m). [Law Latin] Hist. Into a free regality. • The phrase appeared in reference to feudal land grants that were made by the Crown and that gave the grantees jurisdiction over criminal and civil matters in their territory equivalent to that of the Crown.

IN LIBERO SOCHAGIO

in libero sochagio (in lib-⟨schwa⟩r-oh s⟨schwa⟩-kay-jee-oh), adv.[Law Latin] In free socage. See SOCAGE.

IN LIEU OF

in lieu of.Instead of or in place of; in exchange or return for <the creditor took a note in lieu of cash> <the defendant was released in lieu of \$5,000 bond>.

IN LIEU TAX

in lieu tax.See TAX.

IN LIMINE

in limine (in lim-*<<schwa>>-nee*), adv.[Latin “at the outset”] Preliminarily; presented to only the judge, before or during trial <a question to be decided in limine>. See MOTION IN LIMINE. [Cases: Criminal Law 632(4); Federal Civil Procedure 2011; Pretrial Procedure 3. C.J.S. Criminal Law §§ 448, 456, 458.]

IN-LIMINE

in-limine,adj. (Of a motion or order) raised preliminarily, esp. because of an issue about the admissibility of evidence believed by the movant to be prejudicial <in-limine motion>.

IN LINEA RECTA

in linea recta (in lin-ee-*<<schwa>> rek-t<<schwa>>*). [Latin] Hist. In the direct line (of succession).

IN LITEM

in litem (in II-tem or -t*<<schwa>>m*), adv.[Latin] For a suit; to the suit. See AD LITEM.

IN LOCO

in loco (in loh-koh). [Latin] In the place of.

IN LOCO PARENTIS

in loco parentis (in loh-koh p*<<schwa>>-ren-tis*), adv. & adj.[Latin “in the place of a parent”] Of, relating to, or acting as a temporary guardian or caretaker of a child, taking on all or some of the responsibilities of a parent. • The Supreme Court has recognized that during the school day, a teacher or administrator may act in loco parentis. See *Vernonia Sch. Dist. v. Acton*, 515 U.S. 646, 115 S.Ct. 2386 (1995). See PERSON IN LOCO PARENTIS. [Cases: Child Custody 274; Child Support 31; Parent and Child 15. C.J.S. Parent and Child §§ 156, 345–350, 357–358.]

in loco parentis,n. Supervision of a young adult by an administrative body such as a university. [Cases: Schools 169. C.J.S. Schools and School Districts §§ 789–791.]

IN LUCRO CAPTANDO

in lucro captando (in loo-kroh kap-tan-doh). [Latin] Hist. In endeavoring to gain an advantage.

IN MAJOREM CAUTELAM

in majorem cautelam (in m*<<schwa>>-jor<<schwa>>m kaw-tee-l<<schwa>>m*), adv.[Latin] Hist. For a greater security.

IN MAJOREM EVIDENTIAM

in majorem evidentiā (in m*<<schwa>>-jor<<schwa>>m ev<<schwa>>-den-shee<<schwa>>m*). [Law Latin] Hist. For more certain proof; for more sure evidence.

IN MALA FIDE

in mala fide (in mal-*<<schwa>>* fl-dee). [Latin] Hist. In bad faith.

“A possessor in mala fide is one who holds possession of a subject, in the knowledge that it is not his own, on a title which he knows, or has reasonable ground for believing to be a bad one.”
John Trayner, *Trayner's Latin Maxims* 266 (4th ed. 1894).

IN MANCIPIO

in mancipio (in man-sip-ee-oh), adj.[Latin] Roman law. In a state of civil bondage. • This status applied to a son whose father was sued in a noxal action and settled the claim by handing over his son. See **NOXAL ACTION**(1).

IN MANU MORTUA

in manu mortua. See **IN MORTUA MANU**.

IN-MARRIAGE

in-marriage. See **MARRIAGE**(1).

INMATE

inmate. 1. A person confined in a prison, hospital, or other institution. [Cases: Convicts 1. C.J.S. Convicts §§ 2–3.] 2. Archaic. A person living inside a place; one who lives with others in a dwelling.

IN MEDIAS RES

in medias res (in mee-dee-*<<schwa>>*s reezor in me-dee-ahs rays), adv.[Latin] Into the middle of things; without preface or introduction.

IN MEDIO

in medio (in mee-dee-oh). [Law Latin] Scots law. In the middle; intermediate. • The phrase appeared in reference to a fund in controversy.

IN MEDITATIONE FUGAE

in meditatione fugae (in med-i-tay-shee-oh-nee f[y]oo-jee). [Law Latin] Scots law. Meditating flight; contemplating leaving the country. • Formerly, a debtor could be detained under a fugae warrant if the debtor had sufficient debt to warrant imprisonment, and if the debtor was attempting to leave the country. This type of warrant became obsolete when imprisonment for debt was abolished.

IN MERCY

in mercy, adv. At a judge's discretion concerning punishment. • A judgment formerly noted (by the Law Latin phrase in misericordia) which litigant lost by stating that the unsuccessful party was in the court's mercy. A plaintiff held in mercy for a false claim, for example, was said to be in misericordia pro falso clamore suo.

IN MISERICORDIA

in misericordia (in miz-*<<schwa>>*-ri-kor-dee-*<<schwa>>*). [Law Latin] See IN MERCY .

IN MITIORI SENSU

in mitiori sensu (in mish-ee-or-Isens-[y]oo), adv.[Law Latin] In a milder or more favorable sense. • This phrase appeared as part of the former rule applied in slander actions. A word capable of two meanings would be given the one more favorable to the defendant. Cf. INNOCENT-CONSTRUCTION RULE. [Cases: Libel and Slander 19. C.J.S. Libel and Slander; Injurious Falsehood §§ 13–14.]

“Within half a century of its first appearance, the action for words had become part of the everyday business of the common-law courts, in particular the King's Bench. In the early days there were often more slander cases in the rolls than assumpsit.... The judges apparently came to regret this aspect of their increased jurisdiction, especially since juries frequently awarded sums of money quite disproportionate to the harm and to the ability of the wrongdoer to pay [T]he principal effect of the judicial reaction was that a spirit of repression began to manifest itself The ... most effective attack was launched in the 1570s, when the courts began the policy of construing ambiguous or doubtful words in the milder sense (in mitiori sensu) so that they would not be actionable.” J.H. Baker, *An Introduction to English Legal History* 500–01 (3d ed. 1990).

IN MODUM ADMINICULI

in modum adminiculi (in moh-d*<<schwa>>*m ad-mi-nik-y*<<schwa>>*-li). [Law Latin] Hist. As corroborating evidence.

IN MODUM ASSISAE

in modum assisae (in moh-d*<<schwa>>*m *<<schwa>>*-sI-zee), adv.[Law Latin] In the manner or form of an assize. See ASSIZE.

IN MODUM JURATAE

in modum juratae (in moh-d*<<schwa>>*m juu-ray-tee), adv.[Law Latin] In the manner or form of a jury.

IN MODUM POENAE

in modum poenae (in moh-d*<<schwa>>*m pee-nee). [Latin] Hist. By way of penalty. • The phrase appeared in reference to the basis for charging interest.

IN MODUM PROBATIONIS

in modum probationis (in moh-d*<<schwa>>*m proh-bay-shee-oh-nis). [Latin] Hist. In the form of proof. • The phrase appeared in reference to documents that a party provided to support a claim.

IN MODUM SIMPLICIS QUERELAE

in modum simplicis querelae (in moh-d*<<schwa>>*m sim-pl*<<schwa>>*-sis kw*<<*

schwa>>-ree-lee). [Law Latin] Hist. By way of summary complaint.

IN MORA

in mora (in mor-<<schwa>>), adv. & adj.[Latin] Roman law. In delay; in default. • This was said of a debtor who delayed performance or failed to perform.

IN MORTUA MANU

in mortua manu (in mor-choo-<<schwa>> man-yoo), adj. & adv.[Law Latin “in a dead hand”] Hist. (Of property) perpetually controlled according to a decedent's directions. • Land held by a religious society was described this way because the church could hold property perpetually without rendering feudal service. — Also termed in manu mortua. See DEADHAND CONTROL; MORTMAIN.

IN MUNDO

in mundo (in m<<schwa>>n-doh or muun-doh). [Law Latin “in the world”] Hist. In a clean, fair copy.

“Papers written ‘in mundo,’ are what are usually termed extended, or clean copies.” John Trayner, Trayner's Latin Maxims 268 (4th ed. 1894).

INNAVIGABLE

innavigable (in-nav-i-g<<schwa>>-b<<schwa>>l), adj.1. (Of a body of water) not capable of, or unsuitable for, navigation. [Cases: Navigable Waters 1. C.J.S. Navigable Waters § 1.] 2.Marine insurance. (Of a vessel) unfit for service. — Also termed unnavigable.

INNER BAR

inner bar.English law. The group of senior barristers, called the Queen's Counsel or King's Counsel, who are admitted to plead within the bar of the court. Cf. OUTER BAR.

INNER BARRISTER

inner barrister.See BARRISTER.

INNER CABINET

inner cabinet.See CABINET.

INNER-CITY POST-TRAUMATIC-STRESS DEFENSE

inner-city post-traumatic-stress defense.See URBAN-SURVIVAL SYNDROME.

INNER HOUSE

Inner House.Scots law. The appellate jurisdiction of the Court of Session. See COURT OF SESSION(1).

INNING

inning. (pl.) Land reclaimed from the sea.

INNKEEPER

innkeeper. A person who, for compensation, keeps open a public house for the lodging and entertainment of travelers. • A keeper of a boarding house is usu. not considered an innkeeper. — Also termed hotelkeeper. [Cases: Innkeepers 3. C.J.S. Inns, Hotels and Eating Places §§ 2–4.]

“The innkeeper is the person who on his own account carries on the business of an inn. In other words, he is the proprietor of the establishment. The person actually employed as manager, though he has the whole direction of the enterprise, is not an innkeeper if he is acting on behalf of someone else. Thus the salaried manager of a hotel owned or operated by a corporation is not held responsible as an innkeeper; the corporation is the innkeeper.” John H. Sherry, *The Laws of Innkeepers* § 2.6, at 15 (rev. ed. 1981).

INNKEEPER'S LIEN

innkeeper's lien. See hotelkeeper's lien under LIEN.

INNOCENCE

innocence, n. The absence of guilt; esp., freedom from guilt for a particular offense. Cf. GUILT.

actual innocence. Criminal law. The absence of facts that are prerequisites for the sentence given to a defendant. • In death-penalty cases, actual innocence is an exception to the cause-and-prejudice rule, and can result in a successful challenge to the death sentence on the basis of a defense that was not presented to the trial court. The prisoner must show by clear and convincing evidence that, but for constitutional error in the trial court, no reasonable judge or juror would find the defendant eligible for the death penalty. See *Sawyer v. Whitley*, 505 U.S. 333, 112 S.Ct. 2514 (1992). Cf. CAUSE-AND-PREJUDICE RULE. [Cases: Habeas Corpus 401, 462.]

legal innocence. Criminal law. The absence of one or more procedural or legal bases to support the sentence given to a defendant. • In the context of a petition for writ of habeas corpus or other attack on the sentence, legal innocence is often contrasted with actual innocence. Actual innocence, which focuses on the facts underlying the sentence, can sometimes be used to obtain relief from the death penalty based on trial-court errors that were not objected to at trial, even if the petitioner cannot meet the elements of the cause-and-prejudice rule. But legal innocence, which focuses on the applicable law and procedure, is not as readily available. Inadvertence or a poor trial strategy resulting in the defendant's failure to assert an established legal principle will not ordinarily be sufficient to satisfy the cause-and-prejudice rule or to establish the right to an exception from that rule. See CAUSE-AND-PREJUDICE RULE. [Cases: Habeas Corpus 401, 462.]

INNOCENT

innocent, adj. Free from guilt; free from legal fault. See NOT GUILTY(2).

INNOCENT AGENT

innocent agent. See AGENT(2).

INNOCENT-CONSTRUCTION RULE

innocent-construction rule. The doctrine that an allegedly libelous statement will be given an innocuous interpretation if the statement is either ambiguous or harmless. Cf. IN MITIORI SENSU. [Cases: Libel and Slander 19. C.J.S. Libel and Slander; Injurious Falsehood §§ 13–14.]

INNOCENT CONVERTER

innocent converter. See CONVERTER.

INNOCENT CONVEYANCE

innocent conveyance. See CONVEYANCE.

INNOCENT HOMICIDE

innocent homicide. See HOMICIDE.

INNOCENT INFRINGEMENT

innocent infringement. See INFRINGEMENT.

INNOCENT JUNIOR USER

innocent junior user. Trademarks. A person who, without any actual or constructive knowledge, uses a trademark that has been previously used in a geographically distant market, and who may continue to use the trademark in a limited geographic area as long as the senior user does not use the mark there. See JUNIOR USER. [Cases: Trade Regulation 375.1.]

INNOCENT MISREPRESENTATION

innocent misrepresentation. See MISREPRESENTATION.

INNOCENT-OWNER DEFENSE

innocent-owner defense. See DEFENSE(1).

INNOCENT PARTY

innocent party. See PARTY(2).

INNOCENT PASSAGE

innocent passage. Int'l law. The right of a foreign ship to pass through a country's territorial waters; the right of a foreign vessel to travel through a country's maritime belt without paying a toll. • The right of innocent passage is guaranteed in Article 17 of the United Nations Convention on the Law of the Sea. Passage is considered innocent as long as it is not prejudicial to the peace, good order, and security of the coastal country. — Also termed right of innocent passage. Cf. TRANSIT PASSAGE. [Cases: International Law 5. C.J.S. International Law §§ 14–20.]

“The term ‘innocent passage’ accurately denotes the nature of the right as well as its

limitations. In the first place it is a right of 'passage,' that is to say, a right to use the waters as a thoroughfare between two points outside them; a ship proceeding through the maritime belt to a port of the coastal state would not be exercising a right of passage. In the second place the passage must be 'innocent'; a ship exercising the right must respect the local regulations as to navigation, pilotage, and the like, and, of course, it must not do any act which might disturb the tranquillity of the coastal state." J.L. Brierly, *The Law of Nations* 188–89 (5th ed. 1955).

INNOCENT PURCHASER

innocent purchaser. See bona fide purchaser under PURCHASER(1).

INNOCENT PURCHASER FOR VALUE

innocent purchaser for value. See bona fide purchaser under PURCHASER(1).

INNOCENT SPOUSE

innocent spouse. See SPOUSE.

INNOCENT TRESPASS

innocent trespass. See TRESPASS.

INNOCENT TRESPASSER

innocent trespasser. See TRESPASSER.

INNOCUAE UTILITATIS

innocuae utilitatis (i-nok-yoo-[w]ee yoo-til-<<schwa>>-tay-tis). [Latin "useful without harming"] Hist. An act that is beneficial to one person and harmful to no one.

INN OF CHANCERY

Inn of Chancery. Hist. Any of nine collegiate houses where students studied either to gain entry into an Inn of Court or to learn how to frame writs in order to serve in the chancery courts. • Over time, the Inns — Clement's, Clifford's, Lyon's, Furnival's, Thavies', Symond's, Barnard's, Staples', and the New Inn — became little more than dining clubs, and never exercised control over their members as the Inns of Court did. The Inns of Chancery were all dissolved in the 19th century. Cf. INN OF COURT.

INN OF COURT

Inn of Court. 1. Any of four autonomous institutions, one or more of which English barristers must join to receive their training and of which they remain members for life: The Honourable Societies of Lincoln's Inn, the Middle Temple, the Inner Temple, and Gray's Inn. • These powerful bodies examine candidates for the Bar, "call" them to the Bar, and award the degree of barrister.

"It is impossible to fix with certainty the period when the professors and students of the common law first began to associate themselves together as a society, and form themselves into collegiate order; or to assign an exact date to the foundation of the Inns of Court, the original

institution of which nowhere precisely appears.... After the fixing of the Court of Common Pleas by Magna Charta, the practitioners of the municipal law took up their residence in houses between the king's courts at Westminster and the city of London — forming then one community; and before the end of the reign of Edward II, they appear to have divided themselves into separate inns or colleges, at Temple Bar, Lincoln's Inn, and Gray's Inn.” Robert H. Pearce, *A Guide to the Inns of Court and Chancery* 1–2 (1855).

2. (pl.) In the United States, an organization (formally named the American Inns of Court Foundation) with more than 100 local chapters, whose members include judges, practicing attorneys, law professors, and law students. • Through monthly meetings, the chapters emphasize practice skills, professionalism, and ethics, and provide mentors to train students and young lawyers in the finer points of good legal practice.

INNOMINATE

innominate (i-nom-<<schwa>>-n<<schwa>>t), adj. Civil law. Unclassified; having no special name or designation. See innominate contract under CONTRACT.

INNOMINATE ACTION

innominate action. See ACTION(4).

INNOMINATE CONTRACT

innominate contract. See CONTRACT.

INNOMINATE OBLIGATIONS

innominate obligations. Obligations having no specific classification or name because they are not strictly contractual, delictual, or quasi-contractual. • An example is the obligation of a trustee to a beneficiary. — Also termed obligationes innominati.

INNOMINATE REAL CONTRACT

innominate real contract. See innominate contract under CONTRACT.

IN NOMINE DEI, AMEN

in nomine Dei, Amen (in nahm-<<schwa>>-nee dee-I, ay-men). [Latin] Hist. In the name of God, Amen. • This phrase formerly appeared at the beginning of a will or other instrument.

INNOTESCIMUS

innotescimus (in-oh-tes-<<schwa>>-m<<schwa>>s). [Law Latin “we make known”] Hist. A certification, in the form of letters patent, of a charter of feoffment or other instrument not filed of record. • This term derives from the word of emphasis appearing at the end of the document. Cf. EXEMPLIFICATION.

INNOVATA LITE DEPENDENTE

innovata lite dependente (in-oh-vay-t<<schwa>> II-tee dee-pen-den-tee). [Law Latin] Hist.

Innovations during the pendency of a suit. • The phrase appeared in reference to the interference with something that is the subject of a lawsuit. See PENDENTE LITE.

INNOVATION

innovation.Scots law. See NOVATION.

INNOXIARE

innoxiare (i-nok-shee-air-ee), vb.[Law Latin] Hist. To purge (a person) of fault.

IN NUBIBUS

in nubibus (in n[y]oo-bi-b<<schwa>>s), adv. & adj.[Law Latin] In the clouds. • An expression for something that is under the protection of the law.

IN NUDIS FINIBUS CONTRACTUS

in nudis finibus contractus (in n[y]oo-dis fin-<<schwa>>-b<<schwa>>s k<<schwa>>n-trak-t<<schwa>>s). [Law Latin] Hist. In the bare terms of a contract.

IN NUDIS TERMINIS

in nudis terminis (in n[y]oo-dis t<<schwa>>r-m<<schwa>>-nis). [Law Latin “with bare limits”] Hist. In its bare terms. • The phrase appeared in reference to the simple terms of an instrument. See NUDUM PACTUM.

INNUENDO

innuendo (in-yoo-en-doh). [Latin “by hinting”] 1. An oblique remark or indirect suggestion, usu. of a derogatory nature. 2. An explanatory word or passage inserted parenthetically into a legal document. • In criminal law, an innuendo is a statement in an indictment showing the application or meaning of matter previously expressed, the meaning of which would not otherwise be clear. In the law of defamation, an innuendo is the plaintiff's explanation of a statement's defamatory meaning when that meaning is not apparent from the statement's face. For example, the innuendo of the statement “David burned down his house” can be shown by pleading that the statement was understood to mean that David was defrauding his insurance company (the fact that he had insured his house is pleaded and proved by inducement). Cf. INDUCEMENT(4); COLLOQUIUM. [Cases: Libel and Slander 86. C.J.S. Libel and Slander; Injurious Falsehood§§ 4, 129.]

“Innuendo (from innuo, to nod or beckon with the head) is a word used in declarations and law pleadings, to ascertain a person or thing which was named before If a man say, that such a one had the pox, innuendo the French pox, this will not be admitted, because the French pox was not mentioned before, and the words shall be construed in a more favourable sense. But, if in discourse of the French pox, one say, that such a one had the pox, innuendo the French pox, this will be admitted to render that certain which was uncertain before.” 2 Richard Burn, A New Law Dictionary 24 (1792).

“It is not a true innuendo to repeat the obvious meaning of defamatory words in other

language, or in an embroidered or exaggerated way. Otherwise an ingenious pleader could perplex the judge and jury and harry the defendant by ringing the changes on the same words, creating numerous different causes of action, each requiring a separate verdict. A true innuendo relies on a conjunction of the words used and some extrinsic fact. Thus it is defamatory in itself to say that a man's affairs are being investigated by the Fraud Squad: but the statement does not support the innuendo that those affairs are being carried on fraudulently. Conversely, the statement 'X is a good advertiser' is innocent in itself, but carries a libellous innuendo if published to persons who know the extrinsic fact that X is an eminent member of the Bar." R.F.V. Heuston, *Salmond on the Law of Torts* 149 (17th ed. 1977). [The example about lawyers' advertising no longer has relevance to American law. — Eds.]

IN NULLIUS BONIS

in nullius bonis (in n<<schwa>>-ll-<<schwa>>s boh-nis). See NULLIUS IN BONIS.

IN NULLO EST ERRATUM

in nullo est erratum (in n<<schwa>>l-oh est i-ray-t<<schwa>>m), adj.[Law Latin "in nothing is there error"] Hist. Of or relating to a demurrer that denies any error and at once refers a question of law to the court.

IN OBLIGATIONE

in obligatione (in ob-li-gay-shee-oh-nee). [Latin] Hist. Under an obligation.

IN ODIUM

in odium (in oh-dee-<<schwa>>m). [Latin] Hist. In detestation. • For example, a gift made to a woman who was later divorced for committing adultery was revoked in odium of her guilt.

IN ODIUM CORRUMPENTIS

in odium corruptentis (in oh-dee-<<schwa>>m kor-<<schwa>>m-pen-tis). [Latin] Hist. In detestation of the person corrupting.

INOFFICIOSUS

inofficiosus (in-<<schwa>>-fish-ee-oh-s<<schwa>>s), adj.[Latin "inofficious"] Roman law. Contrary to a natural duty of affection, used esp. of a will that unjustly disinherits a child or close relative. See QUERELA INOFFICIOSI TESTAMENTI .

INOFFICIOUS TESTAMENT

inofficious testament.See TESTAMENT.

INOFFICIOUS WILL

inofficious will.See inofficious testament under TESTAMENT.

IN OMNIBUS

in omnibus (in ahm-ni-b<<schwa>>s). [Latin] In all things; on all points <a case parallel in

omnibus>.

INOPERABLE MODE

inoperable mode. Patents. In a patent application, a disclosed way of working an invention that is not the best mode. • The term usu. designates a mode that is intended to misrepresent or deliberately conceal the best mode. That misrepresentation or concealment is inequitable conduct that will bar patentability or render an issued patent unenforceable. [Cases: Patents 98. C.J.S. Patents §§ 137–139.]

INOPERATIVE

inoperative, adj. 1. Having no force or effect; not operative <an inoperative statute>. 2. Patents. (Of an invention), the condition of not being capable of functioning as described in the patent application.

“An invention is inoperative if an exemplification, built exactly as described in the patent, won't operate, or if further experiment and invention are required to make it operate.” Roger Sherman Hoar, *Patent Tactics and the Law* 37 (3d ed. 1950).

INOPS CONSILII

inops consilii (in-ahps k<<schwa>>n-sil-ee-I), adj. [Latin] Destitute of counsel; without legal counsel. • This term described actions taken without benefit of legal advice, as when a testator drafts a will without the help of an attorney.

“[T]hat in devises by last will and testament, (which, being often drawn up when the party is inops consilii, and are always more favoured in construction than formal deeds, which are presumed to be made with great caution, fore-thought, and advice) in these devises, I say, remainders may be created in some measure contrary to the rules before laid down” 2 William Blackstone, *Commentaries on the Laws of England* 172 (1766).

IN ORDER

in order. 1. Ready for business <the meeting is in order>. 2. Available and appropriate for consideration under the applicable rules <the motion is in order>. Cf. OUT OF ORDER(1).

INORDINATUS

inordinatus (in-or-d<<schwa>>-nay-t<<schwa>>s), n. [Latin “disorderly; unordained”] Hist. See INTESTATE.

IN PACATO SOLO

in pacato solo (in p<<schwa>>-kay-toh soh-loh), adv. [Latin] In a country that is at peace.

IN PACE DEI ET REGIS

in pace Dei et regis (in pay-see dee-I et ree-jis), adv. [Law Latin] Hist. In the peace of God and the king. • This phrase was used in an appeal from a murder conviction.

IN PAIS

in pais (in payorpays). [Law French “in the country”] Outside court or legal proceedings. See equitable estoppel under ESTOPPEL.

IN PAPER

in paper.Hist. Of a proceeding that is within the jurisdiction of the trial court; that is, before the record is prepared for an appeal.

“Formerly, the suitors were much perplexed by writs of error brought upon very slight and trivial grounds, as misspellings and other mistakes of the clerks, all which might be amended at the common law, while all the proceedings were in paper, for they were then considered in fieri, and therefore subject to the control of the courts.” 3 William Blackstone, Commentaries on the Laws of England 407 (1768).

IN PARI CAUSA

in pari causa (in par-Ikaw-z<<schwa>>), adv.[Latin “in an equal case”] In a case affecting two parties equally or in which they have equal rights <in pari causa, the possessor ordinarily defeats the nonpossessory claimant>.

IN PARI DELICTO

in pari delicto (in par-I d<<schwa>>-lik-toh), adv.[Latin “in equal fault”] Equally at fault <the court denied relief because both parties stood in pari delicto>. Cf. PARTICEPS CRIMINIS(2). [Cases: Equity 65. C.J.S. Equity § 102.]

IN PARI DELICTO DOCTRINE

in pari delicto doctrine,n.[Latin] The principle that a plaintiff who has participated in wrongdoing may not recover damages resulting from the wrongdoing. [Cases: Action 4; Contracts 139; Equity 65.C.J.S. Actions §§ 29–30; Contracts §§ 282–283, 286, 299; Equity § 102.]

IN PARI MATERIA

in pari materia (in par-I m<<schwa>>-teer-ee-<<schwa>>). [Latin “in the same matter”] 1.adj. On the same subject; relating to the same matter. • It is a canon of construction that statutes that are in pari materia may be construed together, so that inconsistencies in one statute may be resolved by looking at another statute on the same subject. [Cases: Statutes 223.2(1)–223.2(35).]

“[I]t seems that the present position is that, when an earlier statute is in pari materia with a later one, it is simply part of its context to be considered by the judge in deciding whether the meaning of a provision in the later statute is plain.” Rupert Cross, Statutory Interpretation 128 (1976).

2.adv. Loosely, in conjunction with <the Maryland constitutional provision is construed in pari materia with the Fourth Amendment>.

IN PATIENDO

in patiendo (in pash-ee-en-doh), adv. & adj.[fr. Latin patior “suffer”] In suffering or permitting.

IN PATRIA POTESTATE

in patria potestate (in pay-tree-<<schwa>> [orpa-tree-<<schwa>>] poh-tes-tay-tee). [Latin] Roman law. (Of a person) in the power of the father or a senior male ascendant; subject to patria potestas. • Uncles and brothers never had power over nephews or younger brothers. See patria potestas under POTESTAS; SUB POTESTATE. Cf. SUI JURIS.

IN PATRIMONIO PRINCIPIS

in patrimonio principis (in pa-tr<<schwa>>-moh-nee-oh prin-si-pis). [Latin] See INTER REGALIA.

IN PECTORE JUDICIS

in pectore judicis (in pek-t<<schwa>>-ree joo-di-sis), adv. & adj.[Latin] In the breast of the court.

IN PEJOREM PARTEM

in pejorem partem (in p<<schwa>>-jor-<<schwa>>m pahr-t<<schwa>>m), adv.[Law Latin] In the worst part; on the worst side.

IN PENDENTE

in pendente (in pen-den-tee). [Latin] Hist. In suspension; in abeyance.

INPENNY AND OUTPENNY

inpenny and outpenny.Hist. A customary payment of a penny on entering into and going out of a tenancy.

IN PERICULO CONSTITUTUS

in periculo constitutus (in p<<schwa>>-rik-y-<<schwa>>-loh kon-sti-t[y]oo-t<< schwa>>s). [Latin] Hist. Standing in danger.

IN PERPETUAM COMMENDAM

in perpetuam commendam (in p<<schwa>>r-pech-oo-<<schwa>>m k<<schwa>>-men-d<< schwa>>m). [Law Latin] Hist. In perpetual trust. • Something given in perpetuam commendam was equivalent to a gift.

IN PERPETUAM REI MEMORIAM

in perpetuam rei memoriam (in p<<schwa>>r-pech-oo-<<schwa>>m [or p<<schwa>>r-pe-tyoo-<<schwa>>m] ree-I m<<schwa>>-mor-ee-<<schwa>>m), adv.[Latin] In perpetual memory of a matter. • This phrase refers to a deposition taken to preserve the deponent's

testimony. [Cases: Federal Civil Procedure 1291; Pretrial Procedure 61. C.J.S. Pretrial Procedure §§ 1, 3–4, 9.]

IN PERPETUITY

in perpetuity (in p<<schwa>>r-p<<schwa>>-t[y]oo-<<schwa>>-tee). Forever. See PERPETUITY.

IN PERPETUUM

in perpetuum (in p<<schwa>>r-pech-oo-<<schwa>>m or p<<schwa>>r-pe-tyoo-<<schwa>>m), adv.[Latin] Forever; perpetually. — Sometimes spelled imperpetuum.

IN PERPETUUM REI TESTIMONIUM

in perpetuum rei testimonium (in p<<schwa>>r-pech-oo-<<schwa>>m [or p<<schwa>>r-pe-tyoo-<<schwa>>m] ree-I tes-ti-moh-nee-<<schwa>>m), adv.[Law Latin] In perpetual testimony of a matter. • This phrase refers to a statute that confirms existing common law.

“Statutes also are either declaratory of the common law, or remedial of some defects therein. Declaratory, where the old custom of the kingdom is almost fallen into disuse, or become disputable; in which case the parliament has thought proper, in perpetuum rei testimonium, and for avoiding all doubts and difficulties, to declare what the common law is and ever hath been.” 1 William Blackstone, Commentaries on the Laws of England 86 (1765).

IN PERSONAM

in personam (in p<<schwa>>r-soh-n<<schwa>>m), adj.[Latin “against a person”] 1. Involving or determining the personal rights and obligations of the parties. 2. (Of a legal action) brought against a person rather than property. — Also termed personal. See action in personam under ACTION(4). Cf. IN REM. [Cases: Courts 10. C.J.S. Courts §§ 39–40.] — in personam,adv.

“An action is said to be in personam when its object is to determine the rights and interests of the parties themselves in the subject-matter of the action, however the action may arise, and the effect of a judgment in such an action is merely to bind the parties to it. A normal action brought by one person against another for breach of contract is a common example of an action in personam.” R.H. Graveson, Conflict of Laws 98 (7th ed. 1974).

IN PERSONAM JUDGMENT

in personam judgment.See personal judgment under JUDGMENT.

IN PERSONAM JURISDICTION

in personam jurisdiction.See personal jurisdiction under JURISDICTION.

IN PESSIMA FIDE

in pessima fide (in pes-<<schwa>>-m<<schwa>> fi-dee). [Latin] Hist. In the worst faith;

dishonestly.

IN PETITORIO

in petitorio (in pet-<<schwa>>-tor-ee-oh). [Latin] Hist. In a petitory action.

IN PIOS USUS

in pios usus (in pI-<<schwa>>s yoo-s<<schwa>>s), adv.[Law Latin] Hist. For pious uses; for religious purposes. • This phrase referred to property used by, or claimed by, the church, such as the property of an intestate who had no known heirs.

IN PLACITO

in placito (in plas-<<schwa>>-toh). [Law Latin] Hist. In a suit.

IN PLENA VITA

in plena vita (in plee-n<<schwa>> vI-t<<schwa>>), adv. & adj.[Law Latin] In full life.

IN PLENO COMITATU

in pleno comitatu (in plee-noh kahm-i-tay-t[y]oo), adv. & adj.[Law Latin] In full county court.

IN PLENO LUMINE

in pleno lumine (in plee-noh loo-m<<schwa>>-nee), adv. & adj. In the light of day; in common knowledge; in public.

IN POENAM

in poenam (in pee-n<<schwa>>m). [Latin] Hist. As a penalty; as a punishment.

IN POINT

in point.See ON POINT.

IN POSSE

in posse (in pos-ee). [Latin] Not currently existing, but ready to come into existence under certain conditions in the future; potential <the will contemplated both living children and children in posse>. Cf. IN ESSE.

IN POSSESSORIO

in possessorio (in pah-ses-sor-ee-oh). [Law Latin] Hist. In a possessory suit.

IN POTESTATE PARENTIS

in potestate parentis (in poh-tes-tay-tee p<<schwa>>-ren-tis), adv. & adj.[Latin] Hist. In the power of a parent. See patria potestas under POTESTAS.

IN POTESTATE PATRIS

in potestate patris (in poh-tes-tay-tee pay-tris orpa-tris). [Latin] Roman law. Under the power of the father. • The phrase appeared in reference to the position of a child in power. See patria potestas under POTESTAS; SUB POTESTATE . Cf. SUI JURIS.

IN POTESTATE VIRI

in potestate viri (in poh-tes-tay-tee veer-I). [Latin] Hist. Under the power of the husband. • Formerly, this phrase appeared in reference to the position of a wife in legal matters because the husband was the guardian of the wife.

IN PRAEMISSORUM FIDEM

in praemissorum fidem (in pree-m<<schwa>>-sor-<<schwa>>m [or prem-<<schwa>>-] f I-d<<schwa>>m), adv. & adj.[Law Latin] Hist. In confirmation or attestation of the premises. • This phrase commonly appeared in notarized documents.

IN PRAESENTI

in praesenti (in pri-zen-tlor pree-). [Latin] At present; right now. Cf. IN FUTURO .

IN PRAESENTIA DOMINORUM

in praesentia dominorum (in pri-zen-shee-<<schwa>> dom-<<schwa>>-nor-<<schwa>>m). [Latin] Hist. In presence of the lords. • The phrase was added to the presiding judge's signature to indicate that the remaining judges did not have to sign the document because the presiding judge had signed the writing in their presence. — Abbr. IPD.

IN PRENDER

in prender (in pren-d<<schwa>>r), adj.[Law French “in taking”] Hist. (Of a right) consisting in property taken to fulfill a claim to it, such as an incorporeal hereditament (as a heriot custom) that a lord had to seize in order to exercise the right to it. Cf. IN RENDER.

IN-PRESENCE RULE

in-presence rule.The principle that a police officer may make a warrantless arrest of a person who commits a misdemeanor offense not only in the officer's actual presence but also within the officer's immediate vicinity.

“The common law rule with respect to misdemeanors was quite different; a warrant was required except when a breach of the peace occurred in the presence of the arresting officer.... Though the ‘in presence’ rule might be construed as requiring that the misdemeanor in fact have occurred in the officer's presence, the modern view is that the officer may arrest if he has probable cause to believe the offense is being committed in his presence.” Wayne R. LaFave & Jerold H. Israel, *Criminal Procedure* § 3.5, at 169–70 (2d ed. 1992).

IN PRIMIS

in primis (in prI-mis). See IMPRIMIS.

IN PRINCIPIO

in principio (in prin-sip-ee-oh), adv.[Latin] At the beginning.

IN PRIVATO PATRIMONIO

in privato patrimonio (in prI-vay-toh pa-tr<<schwa>>-moh-nee-oh). [Latin] Hist. Among private property.

IN PROMPTU

in promptu (in promp-t[y]oo), adv. & adj.[Latin “at hand”] Archaic. Impromptu.

IN PROPRIA PERSONA

in propria persona (in proh-pree-<<schwa>> p<<schwa>>r-soh-n<<schwa>>). [Latin “in one's own person”] See PRO SE.

IN PROXIMO GRADU

in proximo gradu (in prok-s<<schwa>>-moh gray-d[y]oo). [Latin] Roman law. In the nearest degree. • The phrase appeared in reference to a child's relationship to the father or to a grandchild's relation to a grandfather if the grandchild represented his or her deceased father. See PER STIRPES.

IN PUBLICA CUSTODIA

in publica custodia (in p<<schwa>>b-li-k<<schwa>> k<<schwa>>s-toh-dee-<< schwa>>). [Latin] Hist. In the public custody. • The phrase appeared in reference to public records.

IN PUBLICAM VINDICTAM

in publicam vindictam (in p<<schwa>>b-li-k<<schwa>>m vin-dik-t<<schwa>>m). [Latin] Hist. For vindicating public right.

IN PURAM ELEEMOSYNAM

in puram eleemosynam (in pyoor-<<schwa>>m el-<<schwa>>-mos-<<schwa>>-n<<schwa>>m). [Law Latin] Hist. In pure charity. • Gifts were sometimes made to churches in puram eleemosynam, requiring nothing but prayers for the grantor in return.

IN QUANTUM LOCUPLETIORES FACTI SUMUS EX DAMNO ALTERIUS

in quantum locupletiores facti sumus ex damno alterius (in kwon-t<<schwa>>m lok-yoo-plee-shee-or-eez fak-tIs[y]oo-m<<schwa>>s eks dam-noh al-teer-ee-<< schwa>>s). [Latin] Roman law. Insofar as we have been enriched to the loss or by the damage of another. • The phrase appeared in reference to the rule by which certain persons were bound in restitution to the extent of their enrichment. See NEGOTIORUM GESTIO.

IN QUANTUM LUCRATUS EST

in quantum lucratus est (in kwon-t<<schwa>>m loo-kray-t<<schwa>>s est). [Latin] Hist. Insofar as he has gained or profited.

 IN QUANTUM VALEAT

in quantum valeat (in kwon-t<<schwa>>m vay-lee-at or -<<schwa>>t). [Latin] Hist. For what it is worth.

INQUEST

inquest. 1. An inquiry by a coroner or medical examiner, sometimes with the aid of a jury, into the manner of death of a person who has died under suspicious circumstances, or who has died in prison. — Also termed coroner's inquest; inquisition after death. [Cases: Coroners 9; Homicide 1110.C.J.S. Coroners and Medical Examiners §§ 10–11, 14.] 2. An inquiry into a certain matter by a jury empaneled for that purpose. 3. The finding of such a specially empaneled jury. 4. A proceeding, usu. ex parte, to determine, after the defendant has defaulted, the amount of the plaintiff's damages. Cf. INQUISITION.

grand inquest. 1. An impeachment proceeding. 2.Hist. (cap.) The survey of the lands of England in 1085–1086, by order of William the Conqueror, and resulting in the Domesday Book. — Also termed Great Inquest; Grand Survey; Great Survey. See DOMESDAY BOOK. 3.Hist. Grand jury.

inquest of office.Hist. An inquest conducted by a coroner, sheriff, or other royal officer into the Crown's right to property by reason of escheat, treason, or other ground of forfeiture.

5.WARDMOTE.

INQUEST JURY

inquest jury.See JURY.

IN QUIBUS INFITIANDO LIS CRESCIT

in quibus infitiando lis crescit (in kwib-<<schwa>>s in-fish-ee-an-doh lis kres-it). [Latin] Roman law. In which the suit increases by denial. • The phrase appeared in reference to the measure of damages in a legal action when, if the defendant wrongfully denied a claim for damages, the defendant could be penalized by a multiple of the original claimed amount, usu. double, triple, or quadruple. — Also spelled in quibus inficiando lis crescit.

INQUILINUS

inquilinus (in-kw<<schwa>>-II-n<<schwa>>s), n. [Latin] Roman law. A person who leases or lives in another's house or apartment; esp., an urban tenant.

INQUIRENDO

inquirendo (in-kw<<schwa>>-ren-doh). [Latin] Hist. An inquiry or investigation; esp., an inquiry into a matter concerning the Crown's interests, such as lands that are forfeited to the Crown.

INQUIRY

inquiry. 1.Int'l law. FACT-FINDING(2).2.Parliamentary law. A request for information, either

procedural or substantive. See REQUEST; POINT(2).

parliamentary inquiry. An inquiry that asks a question about procedure.

3.Hist. A writ to assess damages by the sheriff or sheriff's deputies.

INQUIRY NOTICE

inquiry notice. See NOTICE.

INQUISITIO

inquisitio (in-kw<<schwa>>-zish-ee-oh). [Latin] Inquisition or inquest. See INQUISITION(1).

inquisitio post mortem (in-kw<<schwa>>-zish-ee-oh pohst mor-t<<schwa>>m). [Latin] See inquest of office under INQUEST.

INQUISITION

inquisition. 1. The record of the finding of the jury sworn by the coroner to inquire into a person's death. [Cases: Coroners 18. C.J.S. Coroners and Medical Examiners § 20.] 2. A judicial inquiry, esp. in a derogatory sense. 3. A persistent, grueling examination conducted without regard for the examinee's dignity or civil rights. Cf. INQUEST.

INQUISITION AFTER DEATH

inquisition after death. See INQUEST(1).

INQUISITOR

inquisitor. 1. An officer who examines and inquires, such as a coroner or sheriff. 2. A person who inquires; esp., one who examines another in a harsh or hostile manner. 3.Hist. Eccles. law. An officer authorized to inquire into heresies; esp., an officer of the Spanish Inquisition.

INQUISITORIAL COURT

inquisitorial court. See COURT.

INQUISITORIAL SYSTEM

inquisitorial system. A system of proof-taking used in civil law, whereby the judge conducts the trial, determines what questions to ask, and defines the scope and the extent of the inquiry. • This system prevails in most of continental Europe, in Japan, and in Central and South America. Cf. ADVERSARY SYSTEM.

INR

INR. abbr. BUREAU OF INTELLIGENCE AND RESEARCH.

IN RE

in re (in reeorray). [Latin "in the matter of"] (Of a judicial proceeding) not formally including

adverse parties, but rather involving something (such as an estate). • The term is often used in case citations, esp. in uncontested proceedings <In re Butler's Estate>. — Also termed matter of <Matter of Butler's Estate>.

IN REBUS

in rebus (in ree-b<<schwa>>s), adv.[Latin] In things, cases, or matters.

IN REBUS LITIGIOSIS

in rebus litigiosis (in ree-b<<schwa>>s li-tij-ee-oh-sis). [Latin] Hist. In things subject to litigation.

IN REM

in rem (in rem), adj.[Latin “against a thing”] Involving or determining the status of a thing, and therefore the rights of persons generally with respect to that thing. — Also termed (archaically) impersonal. See action in rem under ACTION(4). Cf. IN PERSONAM. [Cases: Admiralty 48; Courts 18. C.J.S. Admiralty §§ 157, 239; Courts § 53.] — in rem,adv.

“An action in rem is one in which the judgment of the court determines the title to property and the rights of the parties, not merely as between themselves, but also as against all persons at any time dealing with them or with the property upon which the court had adjudicated.” R.H. Graveson, *Conflict of Laws* 98 (7th ed. 1974).

quasi in rem (kway-sI in remorkway-zI). [Latin “as if against a thing”] Involving or determining the rights of a person having an interest in property located within the court's jurisdiction. See action quasi in rem under ACTION (4). [Cases: Courts 18. C.J.S. Courts § 53.]

IN RE MERCATORIA

in re mercatoria (in ree m<<schwa>>r-k<<schwa>>-tor-ee-<<schwa>>). [Latin] Scots law. In a mercantile transaction. • Documents made in or connected with a mercantile transaction did not require the typical formalities in order to be binding.

“All writings in re mercatoria are privileged, and are held valid and binding, although wanting the solemnities common and necessary to ordinary deeds This privilege has been given to these documents, because of the rapidity with which, in most cases, they have to be prepared, and the immediate use to which they have to be put, and also because, from the necessity of the case, they are generally prepared by those who are not supposed to be acquainted with the formalities and solemnities of deeds.” John Trayner, *Trayner's Latin Maxims* 273 (4th ed. 1894).

IN REM JUDGMENT

in rem judgment.See judgment in rem under JUDGMENT.

IN REM JURISDICTION

in rem jurisdiction.See JURISDICTION.

IN REM SUAM

in rem suam (in rem s[y]oo-<<schwa>>m). [Latin] Hist. Regarding one's own property; for one's own advantage.

IN REM VERSUM

in rem versum (in rem v<<schwa>>r-s<<schwa>>m). [Latin] Roman law. Employed in one's own matter; used to one's own advantage. See action in rem verso under ACTION(4).

IN RENDER

in render (in ren-d<<schwa>>r), adj.[Law French "in yielding or paying"] Hist. (Of property) required to be given or rendered. Cf. IN PRENDER.

IN RE PROPRIA

in re propria (in ree proh-pree-<<schwa>>). [Latin] Hist. In one's own affairs.

IN RERUM NATURA

in rerum natura (in reer-<<schwa>>m n<<schwa>>-tyuur-<<schwa>>), adv. & adj.[Law Latin] Hist. In the nature of things; in existence. • This phrase was used in a dilatory plea alleging that the plaintiff was a fictitious person, and therefore not capable of bringing the action.

IN RETENTIS

in retentis (in ri-ten-tis). [Law Latin "among things withheld"] Scots law. Subject to reservation. • Evidence might be taken in retentis if, for example, the witness were mortally ill, and then be set aside until the proper time to produce it.

IN RIGORE JURIS

in rigore juris (in rig-<<schwa>>r-ee joor-is). [Latin] Hist. According to strict law.

IN RIXA

in rixa (in rik-s<<schwa>>). [Latin] Scots law. In an altercation or brawl. • Words spoken in rixa were usu. not actionable as defamation.

IN RIXA PER PLURES COMMISSA

in rixa per plures commissa (in rik-s<<schwa>> p<<schwa>>r pluur-eez [or ploo-reez] k<<schwa>>-mis-<<schwa>>). [Latin] Scots law. An offense committed in the course of a quarrel involving several persons.

INROLL

inroll,vb. See ENROLL(1).

INROLLMENT

inrollment. See ENROLLMENT.

INS

INS.abbr.IMMIGRATION AND NATURALIZATION SERVICE.

IN SACRIS

in sacris (in say-kris). [Latin] Scots law. In sacred matters. • The phrase appeared in reference to the supremacy of ecclesiastical-court jurisdiction in certain matters, esp. those involving church doctrine and discipline.

INSANE

insane,adj. Mentally deranged; suffering from one or more delusions or false beliefs that (1) have no foundation in reason or reality, (2) are not credible to any reasonable person of sound mind, and (3) cannot be overcome in a sufferer's mind by any amount of evidence or argument. See INSANITY. [Cases: Mental Health 3. C.J.S. Insane Persons §§ 2, 6.]

INSANE ASYLUM

insane asylum.See ASYLUM(3).

INSANE DELUSION

insane delusion.An irrational, persistent belief in an imaginary state of facts resulting in a lack of capacity to undertake acts of legal consequence, such as making a will. See CAPACITY(2). [Cases: Criminal Law 49.]

INSANITY

insanity,n. Any mental disorder severe enough that it prevents a person from having legal capacity and excuses the person from criminal or civil responsibility. • Insanity is a legal, not a medical, standard. — Also termed legal insanity; lunacy. Cf. diminished capacity under CAPACITY; SANITY. [Cases: Criminal Law 47; Homicide 817; Mental Health 3. C.J.S. Criminal Law §§ 99–108; Insane Persons §§ 2, 6.]

“The lawyers refer to ‘insanity.’ This is a legal term only, and one that is not used by the psychiatrist; the latter prefers to speak of mental disorder, mental illness, or of psychosis or neurosis.” Winfred Overholser, *Psychiatry and the Law*, 38 *Mental Hygiene* 243, 244 (1954).

“The word ‘insanity’ is commonly used in discussions of this problem although some other term would seem to be preferable such as ‘mental disease or defect,’ — which may be shortened to ‘mental disorder’ in general discussions if this is clearly understood to include disease of the mind, congenital lack, and damage resulting from traumatic injury, but to exclude excitement or stupefaction resulting from liquor or drugs. Apart from its uses in the law ‘insanity’ is usually employed to indicate mental disorder resulting from deterioration or damage as distinguished from congenital deficiency. Criminal incapacity may result as readily from one as from the other, but while the earlier authorities spoke of the ‘idiot’ and the ‘madman,’ ... the more recent tendency in the law has been to include both under the ‘insanity’ label.” Rollin M. Perkins & Ronald N. Boyce, *Criminal Law* 952 (3d ed. 1982).

“Another objection to the word ‘insanity’ is the unwarranted assumption that it refers to a

very definite mental condition, seldom put into words but apparent in many discussions of the problem.” Id.

emotional insanity. Insanity produced by a violent excitement of the emotions or passions, although reasoning faculties may remain unimpaired; a passion that for a period creates complete derangement of intellect. • Emotional insanity is sometimes described as an irresistible impulse to do an act. See IRRESISTIBLE-IMPULSE TESTT. [Cases: Criminal Law 51. C.J.S. Criminal Law §§ 99–108.]

temporary insanity. Insanity that exists only at the time of a criminal act.

INSANITY DEFENSE

insanity defense. Criminal law. An affirmative defense alleging that a mental disorder caused the accused to commit the crime. See 18 USCA § 17; Fed. R. Crim. P. 12.2. • Unlike other defenses, a successful insanity defense may not result in acquittal but instead in a special verdict (“not guilty by reason of insanity”) that usu. leads to the defendant's commitment to a mental institution. — Also termed insanity plea. See MCNAGHTEN RULES; SUBSTANTIAL-CAPACITY TEST; IRRESISTIBLE-IMPULSE TEST; DURHAM RULE; APPRECIATION TEST. [Cases: Criminal Law 47; Homicide 817.C.J.S. Criminal Law §§ 99–108.]

black-rage insanity defense. An insanity defense based on an African-American's violent eruption of anger induced at least partly by racial tensions. • This defense was first used in the mid-1990s.

INSANITY DEFENSE REFORM ACT OF 1984 TEST

Insanity Defense Reform Act of 1984 test. See APPRECIATION TEST.

INSANITY PLEA

insanity plea. See INSANITY DEFENSE.

INSCRIPTIO

inscriptio (in-skrip-shee-oh), n. [Latin] In later Roman law, a written accusation detailed in an official register. • The accuser was liable to punishment if the accused was acquitted. See INSCRIPTION(3). Pl. inscriptiones (in-skrip-shee-oh-nee-z). — inscribere, vb.

INSCRIPTION

inscription, n. 1. The act of entering a fact or name on a list, register, or other record. 2. An entry so recorded. 3. Civil law. An agreement whereby an accuser must, if the accusation is false, receive the same punishment that the accused would have been given if found guilty. — inscribe, vb. — inscriptive, adj.

INSCRIPTIONES

inscriptiones (in-skrip-shee-oh-nee-z). [Latin] Hist. Title deeds; written instruments by which

rights or interests are granted.

INSCRUTABLE FAULT

inscrutable fault. See FAULT.

INSECURE

insecure, adj. Having a good-faith belief that the possibility of receiving payment or performance from another party to a contract is unlikely.

INSECURITY CLAUSE

insecurity clause. A loan-agreement provision that allows the creditor to demand immediate and full payment of the loan balance if the creditor has reason to believe that the debtor is about to default, as when the debtor suddenly loses a significant source of income. Cf. ACCELERATION CLAUSE. [Cases: Bills and Notes 129(1); Secured Transactions 221. C.J.S. Bills and Notes; Letters of Credit §§ 86–89, 91; Secured Transactions §§ 144, 151.]

IN SEPARALI

in separali (in sep-<<schwa>>-ray-II), adv. & adj. [Law Latin] In several; in severalty.

INSERT

insert, vb. Parliamentary law. To amend (a motion) by placing new wording within or around the current wording. • Some authorities distinguish amendment by adding, which places new wording after the current wording, from amendment by inserting. See ADD; AMENDMENT(3).

INSIDE DIRECTOR

inside director. See DIRECTOR.

INSIDE INFORMATION

inside information. Information about a company's financial or market situation obtained not from public disclosure, but from a source within the company or a source that owes the company a duty to keep the information confidential. — Also termed insider information. See INSIDER TRADING. [Cases: Securities Regulation 60.28. C.J.S. Securities Regulation §§ 179, 182.]

INSIDER

insider. 1. Securities. A person who has knowledge of facts not available to the general public. [Cases: Securities Regulation 60.28. C.J.S. Securities Regulation §§ 179, 182.]

temporary insider. A person or firm that receives inside information in the course of performing professional duties for a client. • Generally, that person or firm is subject to the same proscriptions as an insider.

2. One who takes part in the control of a corporation, such as an officer or director, or one who owns 10% or more of the corporation's stock. 3. Bankruptcy. An entity or person who is so closely related to a debtor that any deal between them will not be considered an arm's-length

transaction and will be subject to close scrutiny. [Cases: Bankruptcy 2827.]

INSIDER DEALING

insider dealing. See INSIDER TRADING.

INSIDER INFORMATION

insider information. See INSIDE INFORMATION.

INSIDER PREFERENCE

insider preference. See PREFERENCE.

INSIDER REPORT

insider report. See REPORT(1).

INSIDER TRADING

insider trading. The use of material, nonpublic information in trading the shares of a company by a corporate insider or other person who owes a fiduciary duty to the company. • This is the classic definition. The Supreme Court has also approved a broader definition, known as the “misappropriation theory”: the deceitful acquisition and misuse of information that properly belongs to persons to whom one owes a duty. Thus, under the misappropriation theory, it is insider trading for a lawyer to trade in the stock of XYZ Corp. after learning that a client of the lawyer’s firm is planning a takeover of XYZ. But under the classic definition, that is not insider trading because the lawyer owed no duty to XYZ itself. — Also termed insider dealing. [Cases: Securities Regulation 60.28. C.J.S. Securities Regulation §§ 179, 182.]

“ ‘What is insider trading?’ The term is probably best defined, to the extent any definition is adequate, as ‘the purchase or sale of securities on the basis of material, non-public information.’ What counts as ‘non-public information’? What non-public information can be deemed ‘material’? When is a trader who is in possession of material, non-public information trading ‘on the basis of’ that information? Must the information be about the company whose securities are being purchased or sold? What characteristics establish ‘insider’ status sufficient to warrant legal proscriptions of trading? These are all questions that are derived from the definition of insider trading just offered” C. Edward Fletcher, *Materials on the Law of Insider Trading* 3 (1991).

“A number of different parties may be subject to a variety of monetary penalties under the federal securities laws for engaging in illegal insider trading. These parties may include actual traders, their tippers, as well as broker-dealers and investment advisors (when they fail to take appropriate steps to prevent the insider trading violation(s) or fail to maintain and enforce policies and procedures reasonably designed to prevent the occurrence of such trading). Measures that may be ordered include (1) requiring the subject party to ‘disgorge’ the ill-gotten profits (or loss avoided) in an SEC enforcement action, (2) subjecting individuals to a maximum criminal fine of \$1 million and 10 years imprisonment, and (3) in an SEC enforcement action, within a court’s discretion, ordering the subject party to pay into the U.S. Treasury a treble damage penalty

amounting to three times the profit gained or loss avoided.” Marc I. Steinberg, *Understanding Securities Law 277–78* (2d ed. 1996).

INSIDIATIO VIARUM

insidiatio viarum (in-sid-ee-ay-shee-oh vI-air-⟨schwa⟩m). [Latin “ambush on the highway”] Hist. The crime of waylaying someone along the roadway. See LATROCINATION; HIGHWAYMAN.

INSILIUM

insilium (in-sil-ee-⟨schwa⟩m). [Law Latin] Hist. Pernicious advice or counsel.

IN SIMILI MATERIA

in simili materia (in sim-⟨schwa⟩-II m⟨schwa⟩-teer-ee-⟨schwa⟩), adv. & adj.[Law Latin] Of the same or a similar subject matter.

INSIMUL

insimul (in-sim-⟨schwa⟩l orin-si-m⟨schwa⟩l), adv.[Latin] Together, jointly.

INSIMUL COMPUTASSENT

insimul computassent (in-sim-⟨schwa⟩l orin-si-m⟨schwa⟩l kahm-pyoo-tas-⟨schwa⟩nt). [Law Latin “they accounted together”] Hist. A count in an assumpsit action asserting that the parties had reviewed their accounts and that the defendant voluntarily agreed to pay the amount sought by the plaintiff. • This term derives from the initial words of the count.

INSIMUL TENUIT

insimul tenuit (in-sim-⟨schwa⟩l orin-si-m⟨schwa⟩l ten-yoo-it). [Law Latin “he held together”] Hist. A writ brought by a coparcener to recover a fee tail alienated by an earlier tenant; a type of formedon in the descender. See formedon in the descender under FORMEDON.

INSINUARE

insinuare (in-sin-yoo-air-ee), vb.[Latin] Roman & civil law. To register; to deposit (an instrument) with a public registry.

INSINUATIO

insinuatio (in-sin-yoo-ay-shee-oh). [Law Latin] Hist. Information or suggestion. • This term sometimes appeared in the phrase ex insinuatione (“on the information”), which is the precursor to the modern on information and belief. See INFORMATION AND BELIEF.

INSINUATION

insinuation (in-sin-yoo-ay-sh⟨schwa⟩n).Civil law. 1. The act of depositing (an instrument) with a public registry for recording. 2. A document that evidences a donation of property.

INSINUATION OF A WILL

insinuation of a will.Civil law. The first production of a will for probate.

INSIST

insist,vb. (Of a house in a bicameral legislature) to reaffirm (an amendment) that the other house has considered but in which it has not concurred, or to reaffirm nonconcurrence in an amendment from which the other house has not receded. • An insistence often results in a request for a conference. See CONCUR(3); CONFERENCE(2); RECEDE. — insistence,n.

“When one house refuses to recede from its amendments, the bill is not thereby lost, because the house may vote to insist upon its amendments. A message is sent to the other house stating that the house has insisted upon its amendments and is usually accompanied by a request for conference. When one house insists upon its amendments, the other house may then insist upon its nonconcurrence in the amendments and request a conference or recede from its nonconcurrence and concur in the amendments, which would constitute a final passage of the bill with the amendments.” National Conference of State Legislatures, *Mason's Manual of Legislative Procedure* § 768, at 556–57 (2000).

IN SOLIDO

in solido (in sol-<<schwa>>-doh). [Latin “as a whole”] (Of an obligation) creating joint and several liability. • The term is used in most civil-law jurisdictions, but no longer in Louisiana. — Also termed in solidum. See SOLIDARY.

IN SOLIDUM

in solidum (in sol-<<schwa>>-d<<schwa>>m). See IN SOLIDO.

IN SOLO

in solo (in soh-loh), adv. & adj.[Latin] In the soil or ground.

IN SOLO ALIENO

in solo alieno (in soh-loh ay-lee-ee-noh or al-ee-), adv. & adj.[Latin] In another's ground.

IN SOLO PROPRIO

in solo proprio (in soh-loh proh-pree-oh), adv. & adj.[Latin] In one's own ground.

IN SOLUTUM

in solutum (in s-<<schwa>>-loo-t<<schwa>>m). [Latin] Hist. In payment.

INSOLVENCY

insolvency,n.1. The condition of being unable to pay debts as they fall due or in the usual course of business. 2. The inability to pay debts as they mature. — Also termed failure to meet obligations; failing circumstances. See BANKRUPTCY(2). Cf. SOLVENCY.

balance-sheet insolvency.Insolvency created when the debtor's liabilities exceed its assets. • Under some state laws, balance-sheet insolvency prevents a corporation from making a

distribution to its shareholders. — Also termed balance-sheet test.

equity insolvency. Insolvency created when the debtor cannot meet its obligations as they fall due. • Under most state laws, equity insolvency prevents a corporation from making a distribution to its shareholders.

INSOLVENCY LAW

insolvency law. A statute that provides relief to a debtor who lacks the means to pay creditors. • The term is sometimes used interchangeably with bankruptcy law because legislative drafting may not produce a bright-line distinction. — Also termed insolvent law. Cf. BANKRUPTCY LAW(2).

INSOLVENCY PROCEEDING

insolvency proceeding. Archaic. A bankruptcy proceeding to liquidate or rehabilitate an estate. See BANKRUPTCY(1).

INSOLVENT

insolvent, adj. (Of a debtor) having liabilities that exceed the value of assets; having stopped paying debts in the ordinary course of business or being unable to pay them as they fall due. — insolvent, n.

INSOLVENT LAW

insolvent law. See INSOLVENCY LAW.

IN SPE

in spe (in spee). [Latin] Hist. In hope.

IN SPECIE

in specie (in spee-shee-ee or spee-shee). [Latin “in kind”] In the same or like form; IN KIND <the partners were prepared to return the borrowed items in specie>.

INSPECTATOR

inspector. Archaic. A prosecutor, adversary, or inspector.

INSPECTIO CORPORIS

inspectio corporis (in-spek-shee-oh kor-p<<schwa>>r-is). [Latin] Hist. An inspection of the person. • An inspectio corporis was an actual physical examination, the performance of which was rarely allowed except in extreme cases, such as one involving the concealment of pregnancy.

INSPECTION

inspection. A careful examination of something, such as goods (to determine their fitness for purchase) or items produced in response to a discovery request (to determine their relevance to a lawsuit). [Cases: Inspection 1–7; Sales 168. C.J.S. Sales §§ 185, 188.]

INSPECTION RIGHT

inspection right. The legal entitlement in certain circumstances to examine articles or documents, such as a consumer's right to inspect goods before paying for them. [Cases: Sales 168. C.J.S. Sales §§ 185, 188.]

INSPECTION SEARCH

inspection search. See administrative search under SEARCH.

INSPECTOR

inspector. 1. A person authorized to inspect something. 2. A police officer who ranks below a superintendent or deputy superintendent, and who is in charge of several precincts.

INSPECTOR GENERAL

inspector general. (often cap.) 1. One of several federal officials charged with supervising a particular agency's audits or investigations. 2. A governor-appointed state official who oversees internal review within executive agencies to ensure that there is no waste or abuse of resources.

INSPEXIMUS

inspeximus (in-spek-si-m<<schwa>>s), vb. [Latin "we have inspected"] Hist. A charter in which the grantor confirms an earlier charter. • Inspeximus was the opening word of the charter. — Also termed vidimus.

INSTALL

install, vb. To induct (a person) into an office or a rank <the newly elected governor was soon installed in office>.

INSTALLMENT

installment, n. A periodic partial payment of a debt.

INSTALLMENT ACCOUNTING METHOD

installment accounting method. See ACCOUNTING METHOD.

INSTALLMENT CONTRACT

installment contract. See CONTRACT.

INSTALLMENT CREDIT

installment credit. See CREDIT(4).

INSTALLMENT DEBT

installment debt. See DEBT.

INSTALLMENT LAND CONTRACT

installment land contract. See contract for deed under CONTRACT.

INSTALLMENT LOAN

installment loan. See LOAN.

INSTALLMENT NOTE

installment note. See NOTE(1).

INSTALLMENT PAYMENT

installment payment. See PAYMENT.

INSTALLMENT PLAN

installment plan. See INSTALLMENT SALE.

INSTALLMENT SALE

installment sale. A conditional sale in which the buyer makes a down payment followed by periodic payments and the seller retains title or a security interest until all payments have been received. — Also termed installment plan; retail installment sale. [Cases: Sales 82(4).]

disguised installment sale. Bankruptcy. A debtor's leasing ploy to try to keep property outside the bankruptcy estate, whereby a lease either presents the lessee-debtor with a bargain purchase option or transfers title to the lessee-debtor at the end of the lease term. • When such a lease is discovered, the property is treated as part of the bankruptcy estate, meaning that to defeat competing creditors, the lessor must have perfected a security interest. [Cases: Bankruptcy 3101; Secured Transactions 10. C.J.S. Bankruptcy §§ 108, 117; Secured Transactions §§ 3, 7, 22–33.]

INSTANCE

instance, n. 1. An example or occurrence <there were 55 instances of reported auto theft in this small community last year>. 2. The act of instituting legal proceedings <court of first instance>. 3. Urgent solicitation or insistence <she applied for the job at the instance of her friend>.

instance, vb. To illustrate by example; to cite <counsel instanced three cases for the court to consider>.

INSTANCE COURT

instance court. See COURT.

INSTANT

instant, adj. This; the present (case, judgment, order, etc.); now being discussed <the instant order is not appealable>.

INSTANTANEOUS CRIME

instantaneous crime. See CRIME.

INSTANTANEOUS DEATH

instantaneous death. See DEATH.

INSTANT CASE

instant case. See case at bar under CASE.

INSTANTER

instanter (in-stan-t<<schwa>>r), adv. Instantly; at once <the defendant was ordered to file its motion instanter>.

INSTANT-RUNOFF VOTING

instant-runoff voting. See VOTING.

INSTAR

instar (in-stahr). [Latin] Hist. Likeness; the equivalent of a thing. • This term appeared in phrases such as instar omnium (“equivalent or tantamount to all”).

IN STATU QUO

in statu quo (in stay-t[y]oo kwoh). [Latin “in the state in which”] In the same condition as previously <Johnson, as a minor, can recover the whole of what he paid if he puts the other party in statu quo by returning all the value received>. — Also termed in statu quo ante. See STATUS QUO. [Cases: Cancellation of Instruments 23; Contracts 265. C.J.S. Cancellation of Instruments; Rescission §§ 53–55, 57–61; Contracts §§ 488–489.]

INSTIGATE

instigate, vb. To goad or incite (someone) to take some action or course.

INSTINCT

instinct, adj. Archaic. Imbued or charged <the contract is instinct with an obligation of good faith>.

IN STIRPES

in stirpes (in st<<schwa>>r-pee-z). See PER STIRPES.

INSTITOR

institor (in-sti-tor or -t<<schwa>>r), n. [Latin] Roman law. A person, often but not always a son or slave, to whom the transaction of any particular business is committed; esp., a shopkeeper or other person in charge of a commercial business. See actio institoria under ACTIO.

INSTITORIAL POWER

institorial power. See POWER(3).

INSTITUTE

institute, n. 1. A legal treatise or commentary, such as Coke's Institutes in four volumes (published in 1628). 2. (cap. & pl.) An elementary treatise on Roman law in four books. • This treatise is one of the four component parts of the Corpus Juris Civilis. — Also termed Institutes of Justinian; Justinian's Institutes. See CORPUS JURIS CIVILIS. 3. (cap. & pl.) An elementary treatise written by the Roman jurist Gaius. • The Institutes, written in the second century A.D., served as a foundation for the Institutes of Justinian. — Also termed Institutes of Gaius. 4. (cap. & pl.) A paraphrase of Justinian's Institutes written in Greek by Theophilus, a law professor at Constantinople who helped prepare the Institutes of Justinian. • This work was prepared in the sixth century A.D. — Also termed Paraphrase of Theophilus; Institutes of Theophilus. 5. Civil law. A person named in a will as heir, but under directions to pass the estate on to some other specified person (called the substitute). See SUBSTITUTE(2). 6. An organization devoted to the study and improvement of the law. See AMERICAN LAW INSTITUTE.

institute, vb. To begin or start; commence <institute legal proceedings against the manufacturer>.

INSTITUTE FOR TELECOMMUNICATION SCIENCES

Institute for Telecommunication Sciences. See NATIONAL TELECOMMUNICATIONS AND INFORMATION ADMINISTRATION . — Abbr. ITS.

INSTITUTE OF MUSEUM AND LIBRARY SERVICES

Institute of Museum and Library Services. An independent federal agency that makes grants to support libraries and museums. • It was established within the National Foundation on the Arts and the Humanities in 1996. — Abbr. IMLS. See NATIONAL FOUNDATION ON THE ARTS AND THE HUMANITIES.

INSTITUTES OF GAIUS

Institutes of Gaius. See INSTITUTE(3).

INSTITUTES OF JUSTINIAN

Institutes of Justinian. See INSTITUTE(2).

INSTITUTES OF THEOPHILUS

Institutes of Theophilus. See INSTITUTE(4).

INSTITUTIO HEREDIS

institutio heredis (in-sti-t[y]oo-shee-oh h<<schwa>>-ree-dis). [Latin] Roman law. The naming of an heir, which was essential to the validity of a will; specif., the designation in a will of a person as the testator's heir. — Also termed heredis institutio.

INSTITUTION

institution. 1. The commencement of something, such as a civil or criminal action. 2. An elementary rule, principle, or practice. 3. An established organization, esp. one of a public

character, such as a facility for the treatment of mentally disabled persons. — Also termed public institution. [Cases: Mental Health 31–37. C.J.S. Insane Persons §§ 45–47, 49–54, 57, 60–64, 66, 70.] 4.Civil law. A testator's appointment of an heir; the designation of an institute. See INSTITUTE(5).5.Eccles. law. The investiture of a cleric with a benefice, by which the cleric becomes responsible for the spiritual needs of the members of a parish. Cf. PRESENTATION(2); ADVOWSON.

INSTITUTIONAL BROKER

institutional broker. See BROKER.

INSTITUTIONAL GERRYMANDERING

institutional gerrymandering. See GERRYMANDERING.

INSTITUTIONAL INVESTOR

institutional investor. See INVESTOR.

INSTITUTIONALIZE

institutionalize, vb. 1. To place (a person) in an institution. 2. To give (a rule or practice) official sanction.

INSTITUTIONAL LENDER

institutional lender. A business, esp. a bank, that routinely makes loans to the general public.

INSTITUTIONAL LITIGANT

institutional litigant. An organized group that brings lawsuits not merely to win but also to bring about a change in the law or to defend an existing law.

“Our second observation relates to what has been called the ‘institutional litigant.’ There are organized groups, such as labour unions or trade associations, that have a continuing interest in the development of the common law. A group of this sort may take a case to litigation, not so much for the sake of a determination of the case itself, but for the purpose of bringing about a change in the law or of defending an existing rule against a change sought by some other group. When such groups are involved, the usual arguments against prospective changes in the law through judicial decisions lose much of their force. Indeed, when the litigants have this sort of long-term interest, a judicial proceeding may take on, with the assent of all involved, something of the nature of a legislative hearing.” Lon L. Fuller, *Anatomy of the Law* 163 (1968).

INSTITUTIONAL MARKET

institutional market. See MARKET.

INSTITUTIONES

institutiones (in-sti-t[y]oo-shee-oh-nee), n. [Latin] Roman law. Elementary works of law; institutes. See INSTITUTE.

INSTRUCT

instruct,vb. See CHARGE(3).

INSTRUCTED DELEGATE

instructed delegate.See DELEGATE.

INSTRUCTED VERDICT

instructed verdict.See directed verdict under VERDICT.

INSTRUCTION

instruction. See JURY INSTRUCTION.

INSTRUCTIONAL TEXT

instructional text.Copyright. A literary, graphic, or pictorial work designed and prepared for use in ordinary teaching activities. See 17 USCA § 101.

INSTRUCTION DIRECTIVE

instruction directive.A document that contains specific directions concerning the declarant's wishes for healthcare decisions. Cf. ADVANCE DIRECTIVE; LIVING WILL; PROXY DIRECTIVE.

INSTRUMENT

instrument. 1. A written legal document that defines rights, duties, entitlements, or liabilities, such as a contract, will, promissory note, or share certificate.

“An ‘instrument’ seems to embrace contracts, deeds, statutes, wills, Orders in Council, orders, warrants, schemes, letters patent, rules, regulations, bye-laws, whether in writing or in print, or partly in both; in fact, any written or printed document that may have to be interpreted by the Courts.” Edward Beal, Cardinal Rules of Legal Interpretation 55 (A.E. Randall ed., 3d ed. 1924).

statutory instrument.See STATUTORY INSTRUMENT.

testamentary instrument.See WILL.

2.Commercial law. An unconditional promise or order to pay a fixed amount of money, with or without interest or other fixed charges described in the promise or order. • Under the UCC, a promise or order must meet several other specifically listed requirements to qualify as an instrument. UCC § 3-104(a). See NEGOTIABLE INSTRUMENT. 3. A means by which something is achieved, performed, or furthered <an instrument of social equality>.

inchoate instrument.An unrecorded instrument that must, by law, be recorded to serve as effective notice to third parties. • Until the instrument is recorded, it is effective only between the parties to the instrument.

incomplete instrument.A paper that, although intended to be a negotiable instrument, lacks an

essential element. • An incomplete instrument may be enforced if it is subsequently completed. UCC § 3-115. [Cases: Bills and Notes 144. C.J.S. Bills and Notes; Letters of Credit §§ 127, 129–130, 143.]

indispensable instrument. The formal written evidence of an interest in intangibles, so necessary to represent the intangible that the enjoyment, transfer, or enforcement of the intangible depends on possession of the instrument.

perfect instrument. An instrument (such as a deed or mortgage) that is executed and filed with a public registry.

sealed instrument. See SEALED INSTRUMENT.

INSTRUMENTAL CRIME

instrumental crime. See CRIME.

INSTRUMENTALITY

instrumentality, n. 1. A thing used to achieve an end or purpose. 2. A means or agency through which a function of another entity is accomplished, such as a branch of a governing body.

INSTRUMENTALITY RULE

instrumentality rule. The principle that a corporation is treated as a subsidiary if it is controlled to a great extent by another corporation. — Also termed instrumentality theory.

INSTRUMENTA NOVITER REPERTA

instrumenta noviter reperta (in-str<<schwa>>-men-t<<schwa>> noh-v<<schwa>>-t<<schwa>>r ri-p<<schwa>>r-t<<schwa>>). [Law Latin] Hist. Instruments newly discovered. See EX INSTRUMENTIS DE NOVO REPERTIS.

INSTRUMENT OF ACCESSION

instrument of accession. Int'l law. A document formally acknowledging the issuing state's consent to an existing treaty, and exchanged with the treaty parties or deposited with a designated state or international organization. See ACCESSION(3).

INSTRUMENT OF APPEAL

instrument of appeal. Hist. English law. A document used to appeal a judgment of divorce rendered by a trial judge of the Probate, Divorce and Admiralty Division to the full panel of the court. • The use of the instrument of appeal ended in 1881, when appeals were taken to the Court of Appeal rather than the full panel of the Probate, Divorce and Admiralty Division.

INSTRUMENT OF CRIME

instrument of crime. See CRIMINAL INSTRUMENT.

INSTRUMENT OF RATIFICATION

instrument of ratification. Int'l law. A document formally acknowledging the issuing state's confirmation and acceptance of a treaty, and exchanged by the treaty parties or deposited with a designated state or international organization. See RATIFICATION(4).

INSTRUMENTUM

instrumentum (in-stroo-men-t<<schwa>>m). [Latin] Hist. A document, deed, or instrument; esp., a document that is not under seal, such as a court roll.

INSUBORDINATION

insubordination. 1. A willful disregard of an employer's instructions, esp. behavior that gives the employer cause to terminate a worker's employment. [Cases: Master and Servant 30(5). C.J.S. Employer–Employee Relationship §§ 65, 71.] 2. An act of disobedience to proper authority; esp., a refusal to obey an order that a superior officer is authorized to give.

IN SUBSIDIUM

in subsidium (in s<<schwa>>b-sid-ee-<<schwa>>m). [Latin] Hist. In aid of.

INSUFFICIENT EVIDENCE

insufficient evidence. See EVIDENCE.

INSUFFICIENT FUNDS

insufficient funds. See NOT SUFFICIENT FUNDS.

INSULA

insula (in-s[y]<<schwa>>-l<<schwa>>), n. [Latin] Roman law. 1. An island. 2. A detached house or block of apartments leased to tenants.

INSULAR

insular, adj. 1. Of, relating to, from, or constituting an island <insular origin>. 2. Isolated from, uninterested in, or ignorant of things outside a limited scope <insular viewpoint>.

INSULAR AREA

insular area. A territory or commonwealth. • This phrase is used by some writers to denote the genus of which the terms territory and commonwealth are species. See COMMONWEALTH(2); TERRITORY(1).

INSULAR COURT

insular court. See COURT.

INSULAR POSSESSION

insular possession. See POSSESSION.

IN SUO

in suo (in s[y]oo-oh). [Latin] Hist. In reference to one's own affairs.

IN SUO GENERE

in suo genere (in s[y]oo-oh jen-<<schwa>>r-ee). [Latin] Hist. Of their own kind. • The phrase usu. referred to certain writings that were binding even though they lacked the formal requirements.

IN SUO ORDINE

in suo ordine (in s[y]oo-oh or-d<<schwa>>-nee). [Latin] Hist. In his order.

“In suo ordine A cautioner who is entitled to the benefit of discussion can only be called upon, for fulfilment of the obligation which he guaranteed, in his order — that is, after the principal creditor has been discussed. So, also, an heir can only be made liable for the moveable debts of his ancestor, after the executor who succeeded to the moveable estate has been discussed, and where the moveable estate has proved insufficient to meet those debts.” John Trayner, *Trayner's Latin Maxims* 277 (4th ed. 1894).

INSURABLE

insurable,adj. Able to be insured <an insurable risk>. — insurability,n.

INSURABLE INTEREST

insurable interest.See INTEREST(2).

INSURABLE VALUE

insurable value.The worth of the subject of an insurance contract, usu. expressed as a monetary amount. [Cases: Insurance 2171. C.J.S. Insurance §§ 1108–1109, 1204.]

INSURANCE

insurance. 1. A contract by which one party (the insurer) undertakes to indemnify another party (the insured) against risk of loss, damage, or liability arising from the occurrence of some specified contingency, and usu. to defend the insured or to pay for a defense regardless of whether the insured is ultimately found liable. • An insured party usu. pays a premium to the insurer in exchange for the insurer's assumption of the insured's risk. Although indemnification provisions are most common in insurance policies, parties to any type of contract may agree on indemnification arrangements. [Cases: Insurance 1001. C.J.S. Insurance § 2.] 2. The amount for which someone or something is covered by such an agreement. — insure,vb.

“Insurance, or as it is sometimes called, assurance, is a contract by which one party, for a consideration, which is usually paid in money either in one sum or at different times during the continuance of the risk, promises to make a certain payment of money upon the destruction or injury of something in which the other party has an interest. In fire insurance and in marine insurance the thing insured is property; in life or accident insurance it is the life or health of the person.” 1 George J. Couch, *Couch on Insurance* § 1.2, at 4–5 (2d ed. 1984).

accident and health insurance. See health insurance.

accident-based insurance. See occurrence-based liability insurance.

accident insurance. Insurance that indemnifies against bodily injury caused by an accident. • Covered losses may include expenses, time, suffering, or death. Cf. casualty insurance. [Cases: Insurance 1012. C.J.S. Insurance § 4.]

accounts-receivable insurance. 1. Insurance against losses resulting from the insured's inability to collect outstanding accounts receivable because of damage to or destruction of records. 2. See credit insurance.

additional insurance. Insurance added to an existing policy.

all-risk insurance. Insurance that covers every kind of insurable loss except what is specifically excluded.

annuity insurance. An agreement to pay the insured (or annuitant) for a stated period or for life. [Cases: Annuities 1. C.J.S. Annuities §§ 2–4, 6–9, 21.]

assessable insurance. 1. Insurance in which the insured is liable for additional premiums if a loss is unusually large. 2. See assessable policy (1) under INSURANCE POLICY.

assessment insurance. A type of mutual insurance in which the policyholders are assessed as losses are incurred; a policy in which payments to an insured are not unalterably fixed, but are dependent on the collection of assessments necessary to pay the amount insured.

automobile insurance. An agreement to indemnify against one or more kinds of loss associated with the use of an automobile, including damage to a vehicle and liability for personal injury. [Cases: Insurance 1015. C.J.S. Insurance § 16.]

aviation insurance. Insurance that protects the insured against a loss connected with the use of an aircraft. • This type of insurance can be written to cover a variety of risks, including bodily injury, property damage, and hangarkeepers' liability. [Cases: Insurance 2329.]

broad-form insurance. Comprehensive insurance. • This type of insurance usu. takes the form of an endorsement to a liability or property policy, broadening the coverage that is typically available.

bumbershoot insurance. 1. Marine insurance that provides broad coverage for ocean marine risks. 2. See umbrella insurance. • This term derives from the British slang term for umbrella. The term applies esp. to a policy insured through the London insurance market. See umbrella policy under INSURANCE POLICY.

burial insurance. Insurance that pays for the holder's burial and funeral expenses.

business-interruption insurance. An agreement to protect against one or more kinds of loss from the interruption of an ongoing business, such as a loss of profits while the business is shut down to repair fire damage. [Cases: Insurance 2163, 2179. C.J.S. Insurance §§ 1074, 1114.]

business-partner insurance. See partnership insurance.

captive insurance. 1. Insurance that provides coverage for the group or business that established it. [Cases: Insurance 1192.] 2. Insurance that a subsidiary provides to its parent company, usu. so that the parent company can deduct the premiums set aside as loss reserves.

cargo insurance. An agreement to pay for damage to freight damaged in transit. [Cases: Insurance 2137(3), 2217. C.J.S. Insurance §§ 403–404, 419.]

casualty insurance. An agreement to indemnify against loss resulting from a broad group of causes such as legal liability, theft, accident, property damage, and workers' compensation. • The meaning of casualty insurance has become blurred because of the rapid increase in different types of insurance coverage. Cf. accident insurance. [Cases: Insurance 1008; Workers' Compensation 1061. C.J.S. Insurance §§ 4–5, 7, 15, 17–18; Workmen's Compensation § 663.]

coinsurance. 1. Insurance provided jointly by two or more insurers. 2. Insurance under which the insurer and insured jointly bear responsibility. • An example is commercial insurance under which only a portion of a property's value is covered, and the property owner assumes liability for any loss in excess of the policy limits. [Cases: Insurance 2170. C.J.S. Insurance § 1110.]

collision insurance. Automobile insurance that covers damage to the insured's vehicle resulting from a rollover or collision with any object, but does not cover a personal injury or damage to other property. [Cases: Insurance 2704. C.J.S. Insurance §§ 1020–1025.]

commercial insurance. 1. An indemnity agreement in the form of a deed or bond to protect against a loss caused by a party's breach of contract. 2. A form of coverage that allows an insurer to adjust the premium rates at will, and does not require the insured to accept the premium or renew the coverage from period to period.

“Commercial insurance is a popular and very elastic term, having reference to indemnity agreements issued in the form of an insurance bond or policy, whereby parties to commercial contracts are, to a designated extent, guaranteed against loss by reason of a breach of contractual obligations on the part of the other contracting party. To this class belong policies of ‘contract,’ ‘credit,’ and ‘title’ insurances.” Thomas Gold Frost, *A Treatise on Guaranty Insurance* § 3, at 14 (2d ed. 1909).

comprehensive general-liability insurance. Insurance that broadly covers an insured's liability exposure, including product liability, contractual liability, and premises liability. — Abbr. CGL insurance.

comprehensive insurance. Insurance that combines coverage against many kinds of losses that may also be insured separately. • This is commonly used, for example, in an automobile-insurance policy.

compulsory insurance. Statutorily required insurance; esp., motor-vehicle liability insurance that a state requires as a condition to registration of the vehicle. [Cases: Automobiles 43. C.J.S. Motor Vehicles §§ 223–224.]

convertible collision insurance. Collision insurance that carries a low premium until a claim is made against the policy.

convertible insurance. Insurance that can be changed to another form without further evidence of insurability, usu. referring to a term-life-insurance policy that can be changed to permanent insurance without a medical examination. [Cases: Insurance 1908–1911.]

credit insurance. An agreement to indemnify against loss that may result from the death, disability, or insolvency of someone to whom credit is extended. • A debtor typically purchases this type of insurance to ensure the repayment of the loan. — Also termed accounts-receivable insurance.

credit life insurance. See LIFE INSURANCE.

crime insurance. Insurance covering losses occasioned by a crime committed by someone other than the insured.

crop insurance. Insurance that protects against loss to growing crops from natural perils such as hail and fire. [Cases: Insurance 2203–2208. C.J.S. Insurance §§ 60, 413, 1076.]

decreasing term insurance. Insurance that declines in value during the term; esp., life insurance that lessens in value to zero by the end of the term.

deposit insurance. A federally sponsored indemnification program to protect depositors against the loss of their money, up to a specified maximum, if the bank or savings-and-loan association fails or defaults. [Cases: Banks and Banking 506. C.J.S. Banks and Banking §§ 688, 706.]

directors and officers' liability insurance. An agreement to indemnify corporate directors and officers against judgments, settlements, and fines arising from negligence suits, shareholder actions, and other business-related suits. — Often shortened to D & O liability insurance; D & O insurance. [Cases: Insurance 2377.]

disability insurance. Coverage purchased to protect a person from a loss of income during a period of incapacity for work. See general-disability insurance; occupational-disability insurance. [Cases: Insurance 1012, 2534–2579. C.J.S. Insurance §§ 4, 1088–1095, 1097, 1102, 1126, 1187–1192.]

double insurance. Insurance coverage by more than one insurer for the same interest and for the same insured. • Except with life insurance, the insured is entitled to only a single indemnity from a loss, and to recover this, the insured may either (1) sue each insurer for its share of the loss, or (2) sue one or more of the insurers for the entire amount, leaving any paying insurers to recover from the others their respective shares of the loss.

dread-disease insurance. Health insurance that covers medical expenses arising from the treatment of any of several specified diseases.

e-commerce insurance. Insurance that covers a business's computer-related damages and losses caused by computer hackers and Internet viruses. • Covered damages usu. include physical

destruction of or harm to computer circuitry, loss of access, loss of use, loss of functionality, and business interruption.

employers'-liability insurance. 1. An agreement to indemnify an employer against an employee's claim not covered under the workers'-compensation system. 2. An agreement to indemnify against liability imposed on an employer for an employee's negligence that injures a third party. [Cases: Insurance 2317.]

employment-practices liability insurance. Insurance that provides coverage for claims arising from an insured's injury-causing employment practice, such as discrimination, defamation, or sexual harassment. — Abbr. EPL insurance.

endowment insurance. A type of life insurance that is payable either to the insured at the end of the policy period or to the insured's beneficiary if the insured dies before the period ends. See endowment life insurance under LIFE INSURANCE.

errors-and-omissions insurance. An agreement to indemnify for loss sustained because of a mistake or oversight by the insured — though not for loss due to the insured's intentional wrongdoing. • For example, lawyers often carry this insurance as part of their malpractice coverage to protect them in suits for damages resulting from inadvertent mistakes (such as missing a procedural deadline). While this insurance does not cover the insured's intentional wrongdoing, it may cover an employee's intentional, but unauthorized, wrongdoing. — Often shortened to E & O insurance. [Cases: Insurance 2383.]

excess insurance. An agreement to indemnify against any loss that exceeds the amount of coverage under another policy. — Also termed excess policy. Cf. primary insurance. See EXCESS CLAUSE. [Cases: Insurance 2110, 2394.]

excess-lines insurance. See surplus-lines insurance.

extended insurance. Insurance that continues in force beyond the date that the last premium was paid by drawing on its cash value.

extended-term insurance. Insurance that remains in effect after a default in paying premiums, as long as the policy has cash value to pay premiums. • Many life-insurance policies provide this feature to protect against forfeiture of the policy if the insured falls behind in premium payments.

family-income insurance. An agreement to pay benefits for a stated period following the death of the insured. • At the end of the payment period, the face value is paid to the designated beneficiary.

fidelity insurance. An agreement to indemnify an employer against a loss arising from the lack of integrity or honesty of an employee or of a person holding a position of trust, such as a loss from embezzlement. — Also termed fidelity guaranty insurance; fidelity and guaranty insurance; surety and fidelity insurance. [Cases: Insurance 1014. C.J.S. Insurance § 8.]

fire insurance. An agreement to indemnify against property damage caused by fire, wind, rain, or other similar disaster. [Cases: Insurance 1009. C.J.S. Insurance §§ 5, 7.]

first-party insurance. A policy that applies to an insured or the insured's own property, such as life insurance, health insurance, disability insurance, and fire insurance. — Also termed indemnity insurance; self-insurance.

fleet insurance. Insurance that covers a number of vehicles owned by the same entity.

floater insurance. An agreement to indemnify against a loss sustained to movable property, wherever its location within the territorial limit set by the policy.

flood insurance. Insurance that indemnifies against a loss caused by a flood. • This type of insurance is often sold privately but subsidized by the federal government. [Cases: Insurance 2209–2213. C.J.S. Insurance §§ 60, 1077.]

fraternal insurance. Life or health insurance issued by a fraternal benefit society to its members.

general-disability insurance. Disability insurance that provides benefits to a person who cannot perform any job that the person is qualified for. — Also termed total-disability insurance. Cf. occupational-disability insurance. [Cases: Insurance 2561. C.J.S. Insurance §§ 1089, 1187, 1189.]

government insurance. Life insurance underwritten by the federal government to military personnel, veterans, and government employees.

group insurance. A form of insurance offered to a member of a group, such as the employees of a business, as long as that person remains a member of the group. • Group insurance is typically health or life (usu. term life) insurance issued under a master policy between the insurer and the employer, who usu. pays all or part of the premium for the insured person. Other groups, such as unions and associations, often offer group insurance to their members.

“ ‘Group Insurance’ refers to a method of marketing standard forms of insurance, such as life insurance, whereby a master policy is issued to the party negotiating the contract with the insurer (frequently an employer), and certificates of participation are issued to the individual insured members of the group (frequently employees).” John F. Dobbyn, *Insurance Law in a Nutshell* 13 (2d ed. 1989).

guaranty insurance (gar-<<schwa>>n-tee). An agreement to cover a loss resulting from another's default, insolvency, or specified misconduct. — Also termed surety insurance. [Cases: Insurance 1014. C.J.S. Insurance § 8.]

“The term ‘guaranty insurance’ is generic in its scope and signification, and embraces within it those subsidiary species of insurance contracts known as ‘fidelity,’ ‘commercial,’ and ‘judicial’ insurances In legal acceptance guaranty insurance is an agreement whereby one party (called the ‘insurer’) for a valuable consideration (termed the ‘premium’) agrees to indemnify another (called the ‘insured’) in a stipulated amount against loss or damage arising through dishonesty, fraud, unfaithful performance of duty or breach of contract on the part of a third person ... sustaining a contractual relationship to the party thus indemnified.” Thomas Gold Frost, *A Treatise on Guaranty Insurance* § 1, at 11 (2d ed. 1909).

health insurance. Insurance covering medical expenses resulting from sickness or injury. — Also termed accident and health insurance; sickness and accident insurance. [Cases: Insurance 1012. C.J.S. Insurance § 4.]

homeowner's insurance. Insurance that covers both damage to the insured's residence and liability claims made against the insured (esp. those arising from the insured's negligence).

indemnity insurance. See first-party insurance.

inland marine insurance. An agreement to indemnify against losses arising from the transport of goods on domestic waters (i.e., rivers, canals, and lakes). Cf. ocean marine insurance.

insurance of the person. Insurance intended to protect the person, such as life, accident, and disability insurance.

interinsurance. See reciprocal insurance.

joint life insurance. See LIFE INSURANCE.

judicial insurance. Insurance intended to protect litigants and others involved in the court system.

“By judicial insurance reference is had to insurance bonds or policies issued, in connection with the regular course of judicial or administrative procedure, for the purpose of securing the faithful performance of duty on the part of court appointees, to guarantee due compliance with the terms of undertakings entered into by parties litigant before the courts, and to secure proper administration of statute law.” Thomas Gold Frost, *A Treatise on Guaranty Insurance* § 3, at 14 (2d ed. 1909).

key-employee insurance. See key-employee life insurance under LIFE INSURANCE.

last-survivor insurance. See last-survivor life insurance under LIFE INSURANCE.

lease insurance. An agreement to indemnify a leaseholder for the loss of a favorable lease terminated by damage to the property from a peril covered by the policy. • The amount payable is the difference between the rent and the actual rental value of the property, multiplied by the remaining term of the lease.

level-premium insurance. Insurance whose premiums remain constant throughout the life of the agreement. • Most whole life policies are set up this way.

liability insurance. An agreement to cover a loss resulting from the insured's liability to a third party, such as a loss incurred by a driver who injures a pedestrian. • The insured's claim under the policy arises once the insured's liability to a third party has been asserted. — Also termed third-party insurance; public-liability insurance. [Cases: Insurance 1010. C.J.S. Insurance § 9.]

life insurance. See LIFE INSURANCE.

limited-policy insurance. Insurance that covers only specified perils; esp., health insurance that covers a specific type of illness (such as dread-disease insurance) or a risk relating to a stated

activity (such as travel-accident insurance).

Lloyd's insurance. Insurance provided by insurers as individuals, rather than as a corporation.

- The insurers' liability is several but not joint. Most states either prohibit or strictly regulate this type of insurance. See LLOYD'S OF LONDON. [Cases: Insurance 1220. C.J.S. Insurance § 1709.]

loss insurance. Insurance purchased by a person who may suffer a loss at the hands of another.

- This is the converse of liability insurance, which is purchased by potential defendants.

malpractice insurance (mal-prak-tis). An agreement to indemnify a professional person, such as a doctor or lawyer, against negligence claims. See errors-and-omissions insurance. [Cases: Insurance 2389.]

“Most contemporary lawyers regard malpractice insurance as an expensive, but essential, part of law practice. Its cost, along with other costs of the lawyer's trade, is ultimately borne by the consumer, the client who pays the lawyer's fees.... Neither the ABA Code nor the ABA Model Rules impose an ethical obligation to carry adequate malpractice insurance. But contemporary lawyers have found it prudent to do so, both to protect their personal assets and to promote their public image as reliable professionals who are financially responsible.” Mortimer D. Schwartz & Richard C. Wydick, *Problems in Legal Ethics* 127–28 (2d ed. 1988).

manual-rating insurance. A type of insurance whereby the premium is set using a book that classifies certain risks on a general basis, rather than evaluating each individual case.

marine insurance. An agreement to indemnify against injury to a ship, cargo, or profits involved in a certain voyage or for a specific vessel during a fixed period, or to protect other marine interests. [Cases: Insurance 2214–2256. C.J.S. Insurance §§ 394, 400–409, 434, 996–1014, 1195–1229.]

medigap insurance. See MEDIGAP INSURANCE.

mortgage insurance. 1. An agreement to pay off a mortgage if the insured dies or becomes disabled. [Cases: Mortgages 201. C.J.S. Mortgages §§ 311–314.] 2. An agreement to provide money to the lender if the mortgagor defaults on the mortgage payments. — Also termed private mortgage insurance (abbr. PMI).

mutual insurance. A system of insurance (esp. life insurance) whereby the policyholders become members of the insurance company, each paying premiums into a common fund from which each can draw in the event of a loss.

national-service life insurance. See LIFE INSURANCE.

no-fault auto insurance. An agreement to indemnify for a loss due to personal injury or property damage arising from the use of an automobile, regardless of who caused the accident. [Cases: Insurance 2817–2856. C.J.S. Insurance §§ 928–929, 1587–1589, 1591–1595, 1601–1602, 1609, 1612–1623, 1645–1646.]

nonassessable insurance. Insurance in which the premium is set and the insurer is barred from

demanding additional payments from the insured.

occupational-disability insurance. Disability insurance that provides benefits to a person who cannot perform his or her regular job. [Cases: Insurance 2561(2). C.J.S. Insurance § 1188.]

occurrence-based liability insurance. Insurance that covers bodily injuries or property damage suffered during the policy period. • Each instance of injury or damage is an “occurrence” that may trigger an insured's entitlement to benefits. The terms of occurrence-based liability insurance policies are usu. broad, limited only by specific exclusions. — Also termed accident-based insurance.

ocean marine insurance. Insurance that covers risks arising from the transport of goods by sea. Cf. inland marine insurance. [Cases: Insurance 2214–2256. C.J.S. Insurance §§ 394, 400–409, 434, 996–1014, 1195–1229.]

old-age and survivors' insurance. See OLD-AGE AND SURVIVORS' INSURANCE.

ordinary insurance. See ordinary life insurance under LIFE INSURANCE.

ordinary life insurance. See LIFE INSURANCE.

overinsurance. See OVERINSURANCE.

paid-up insurance. Insurance that remains in effect even though no more premiums are due.

participating insurance. A type of insurance that allows a policyholder to receive dividends. • This insurance is invariably issued by a mutual company.

partnership insurance. 1. Life insurance on the life of a partner, purchased to ensure the remaining partners' ability to buy out a deceased partner's interest. — Also termed partnership life insurance. 2. Health insurance for a partner, payable to the partnership to allow it to continue to operate while the partner is unable to work due to illness or injury. — Also termed (in both senses) business-partner insurance.

patent insurance (pat-*<<schwa>>*nt). 1. Insurance against loss from an infringement of the insured's patent. 2. Insurance against a claim that the insured has infringed another's patent. 3. Insurance that funds a claim against a third party for infringing the insured's patent.

port-risk insurance. Insurance on a vessel lying in port. Cf. time insurance; voyage insurance.

primary insurance. Insurance that attaches immediately on the happening of a loss; insurance that is not contingent on the exhaustion of an underlying policy. Cf. excess insurance. [Cases: Insurance 2110.]

private mortgage insurance. See mortgage insurance.

products-liability insurance. An agreement to indemnify a manufacturer, supplier, or retailer for a loss arising from the insured's liability to a user who is harmed by any product manufactured or sold by the insured. [Cases: Insurance 2359.]

profit insurance. Insurance that reimburses the insured for profits lost because of a specified

peril.

property insurance. An agreement to indemnify against property damage or destruction. — Also termed property-damage insurance. [Cases: Insurance 1009. C.J.S. Insurance §§ 5, 7.]

public-liability insurance. See liability insurance.

reciprocal insurance. A system whereby several individuals or businesses act through an agent to underwrite one another's risks, making each insured an insurer of the other members of the group. — Also termed interinsurance. [Cases: Insurance 1204. C.J.S. Insurance §§ 1712, 1720.]

reinsurance. See REINSURANCE.

renewable term insurance. Insurance that the insured may continue at the end of a term, but generally at a higher premium. • The insured usu. has the right to renew for additional terms without a medical examination.

replacement insurance. Insurance under which the value of the loss is measured by the current cost of replacing the insured property. See replacement cost under COST(1). [Cases: Insurance 2184. C.J.S. Insurance §§ 1107, 1238, 1240, 1242–1243.]

retirement-income insurance. An agreement whereby the insurance company agrees to pay an annuity beginning at a certain age if the insured survives beyond that age, or the value of the policy if the insured dies before reaching that age.

self-insurance. A plan under which a business maintains its own special fund to cover any loss. • Unlike other forms of insurance, there is no contract with an insurance company. — Also termed first-party insurance. [Cases: Insurance 1004. C.J.S. Insurance § 2.]

sickness and accident insurance. See health insurance.

single-premium insurance. See single-premium life insurance under LIFE INSURANCE.

social insurance. Insurance provided by a government to persons facing particular perils (such as unemployment or disability) or to persons who have a certain status (such as the elderly or the blind). • Social insurance — such as that created by the Social Security Act of 1935 — is usu. part of a government's broader social policy. See WELFARE STATE. [Cases: Social Security and Public Welfare 121–149.5, 251–751. C.J.S. Social Security and Public Welfare §§ 4–5, 18–32, 34–84, 146–191, 209–297.]

split-dollar insurance. See split-dollar life insurance under LIFE INSURANCE.

step-rate-premium insurance. Insurance whose premiums increase at times specified in the policy.

stop-loss insurance. Insurance that protects a self-insured employer from catastrophic losses or unusually large health costs of covered employees. • Stop-loss insurance essentially provides excess coverage for a self-insured employer. The employer and the insurance carrier agree to the amount the employer will cover, and the stop-loss insurance will cover claims exceeding that amount. [Cases: Insurance 2523, 2525(1). C.J.S. Insurance § 930.]

straight life insurance. See whole life insurance under LIFE INSURANCE.

surety and fidelity insurance. See fidelity insurance.

surety insurance. See guaranty insurance.

surplus-lines insurance. Insurance with an insurer that is not licensed to transact business within the state where the risk is located. — Also termed excess-lines insurance. [Cases: Insurance 1331.]

term life insurance. See LIFE INSURANCE.

terrorism insurance. Insurance that indemnifies against losses sustained because of an act of terrorism. • Terrorism insurance has been available since the 1970s; it was (and is) required for U.S. airports of almost all sizes. In the mid-1980s, terrorism insurance was offered to individuals, originally as a form of travel insurance that provided compensation for terrorism-related cancellations or changes in itinerary when traveling to or in certain countries. See TERRORISM.

third-party insurance. See liability insurance.

time insurance. Marine insurance. Insurance covering the insured for a specified period. Cf. voyage insurance.

title insurance. An agreement to indemnify against loss arising from a defect in title to real property, usu. issued to the buyer of the property by the title company that conducted the title search. [Cases: Insurance 1013. C.J.S. Insurance § 19.]

“Title insurance is normally written by specialized companies that maintain tract indexes: companies involved in writing life or casualty usually are not involved in title insurance. Title insurance is an unusual type of insurance in a few respects. For one thing, it is not a recurring policy: There is only a single premium, and a title insurance policy written on behalf of an owner theoretically remains outstanding forever to protect him or her from claims asserted by others. It is more similar to an indemnification agreement than to an insurance policy. For another, title insurance companies generally do not take risks that they know about. If the title search shows that a risk exists, the company will exclude that risk from the coverage of the policy.” Robert W. Hamilton, *Fundamentals of Modern Business* 84 (1989).

total-disability insurance. See general-disability insurance.

travel-accident insurance. Health insurance limited to injuries sustained while traveling.

umbrella insurance. Insurance that is supplemental, providing coverage that exceeds the basic or usual limits of liability. — Also termed bumbershoot insurance. [Cases: Insurance 2110, 2394.]

underinsurance. See UNDERINSURANCE.

unemployment insurance. A type of social insurance that pays money to workers who are unemployed for reasons unrelated to job performance. • Individual states administer unemployment insurance, which is funded by payroll taxes. — Also termed unemployment

compensation. [Cases: Social Security and Public Welfare 251–751. C.J.S. Social Security and Public Welfare §§ 146–191, 209–297.]

universal life insurance. See LIFE INSURANCE.

variable life insurance. See LIFE INSURANCE.

voyage insurance. Marine insurance. Insurance covering the insured between destinations. Cf. time insurance.

war-risk insurance. 1. Insurance covering damage caused by war. • Ocean marine policies are often written to cover this type of risk. [Cases: Insurance 2159, 2223. C.J.S. Insurance §§ 916, 1084.] 2. Life and accident insurance provided by the federal government to members of the armed forces. • This type of insurance is offered because the hazardous nature of military service often prevents military personnel from obtaining private insurance. [Cases: Armed Services 55. C.J.S. Armed Services § 192.]

whole life insurance. See LIFE INSURANCE.

INSURANCE ADJUSTER

insurance adjuster. A person who determines the value of a loss to the insured and settles the claim against the insurer. See ADJUSTER. [Cases: Insurance 3222. C.J.S. Insurance §§ 1343–1344.]

INSURANCE AGENT

insurance agent. A person authorized by an insurance company to sell its insurance policies. — Also termed producer; (in property insurance) recording agent; record agent. [Cases: Insurance 1604. C.J.S. Insurance §§ 178, 180.]

general agent. An agent with the general power of making insurance contracts on behalf of an insurer. [Cases: Insurance 1634(2). C.J.S. Insurance §§ 193–194.]

special agent. An agent whose powers are usu. confined to soliciting applications for insurance, taking initial premiums, and delivering policies when issued. — Also termed local agent; solicitor. [Cases: Insurance 1634(2). C.J.S. Insurance §§ 193–194.]

INSURANCE BROKER

insurance broker. See BROKER.

INSURANCE CERTIFICATE

insurance certificate. 1. A document issued by an insurer as evidence of insurance or membership in an insurance or pension plan. 2. A document issued by an insurer to a shipper as evidence that a shipment of goods is covered by a marine insurance policy.

INSURANCE COMMISSIONER

insurance commissioner. A public official who supervises the insurance business conducted in a state. [Cases: Insurance 1029.]

INSURANCE COMPANY

insurance company. A corporation or association that issues insurance policies. [Cases: Insurance 1003. C.J.S. Insurance § 32.]

captive insurance company. A company that insures the liabilities of its owner. • The insured is usu. the sole shareholder and the only customer of the company. — Also termed captive insurer. [Cases: Insurance 1192.]

mixed insurance company. An insurance company having characteristics of both stock and mutual companies in that it distributes part of the profits to stockholders and also makes distributions to the insureds.

mutual insurance company. An insurance company whose policyholders are both insurers and insureds because they pay premiums into a common fund, from which claims are paid; an insurer whose policyholders are its owners, as opposed to a stock insurance company owned by outside shareholders. Cf. stock insurance company. [Cases: Insurance 1121. C.J.S. Insurance §§ 99, 109.]

“Mutual insurance companies are organized by a number of persons for the purpose of transacting some particular insurance business A company is a mutual one when the persons constituting the company contribute either cash or assessable premium notes, or both, to a common fund, out of which each is entitled to indemnity in case of loss. The distinguishing feature is mutuality, evidenced by the co-operation of members, uniting for that purpose, each taking a proportionate part in the management of its affairs and being at once insurer and insured, contributing to a fund from which all losses are paid Democratic ownership and control is a fundamental characteristic of a mutual insurance company.” 18 John Alan Appleman, *Insurance Law and Practice* § 10041, at 79–80 (1945).

stock insurance company. An insurance company operated as a private corporation and owned by stockholders who share in the company's profits and losses.

stock life-insurance company. A stock insurance company that does life-insurance business.

INSURANCE FRAUD

insurance fraud. See FRAUD.

INSURANCE OF THE PERSON

insurance of the person. See INSURANCE.

INSURANCE POLICY

insurance policy. 1. A contract of insurance. 2. A document detailing such a contract. — Often shortened to policy. — Also termed policy of insurance; contract of insurance.

accident policy.A type of business or personal policy that insures against loss resulting directly from accidental bodily injuries sustained during the policy term. [Cases: Insurance 1012, 1716. C.J.S. Insurance §§ 4, 254.]

assessable policy. 1. A policy under which a policyholder may be held liable for losses of the insurance company beyond its reserves. — Also termed assessable insurance. 2. See assessable insurance (1) under INSURANCE.

bailee policy.A floating policy that covers goods in a bailee's possession but does not particularly describe the covered goods.

basic-form policy.A policy that offers limited coverage against loss. • A basic-form policy generally covers damages from fire, windstorm, explosion, riot, aircraft, vehicles, theft, or vandalism. — Also termed limited policy; specific policy.

blanket policy.An agreement to indemnify all property, regardless of location. — Also termed compound policy.

block policy.An all-risk policy that covers groups of property (such as property held in bailment or a business's merchandise) against most perils. See all-risk insurance under INSURANCE.

broad-form policy.A policy that offers broad protection with few limitations. • This policy offers greater coverage than a basic-form policy, but less than an open-perils policy.

claims-made policy.An agreement to indemnify against all claims made during a specified period, regardless of when the incidents that gave rise to the claims occurred. — Also termed discovery policy. [Cases: Insurance 2266. C.J.S. Insurance § 430.]

closed policy.An insurance policy whose terms cannot be changed. • A fraternal benefit society is not permitted to write closed policies. — Also termed closed insurance contract.

commercial general-liability policy.A comprehensive policy that covers most commercial risks, liabilities, and causes of loss. • This type of policy covers both business losses and situations in which a business is liable to a third party for personal injury or property damage. First introduced in 1986, this policy has largely replaced comprehensive general-liability policies. — Abbr. CGL policy. Cf. comprehensive general-liability policy.

completed-operations policy.A policy usu. purchased by a building contractor to cover accidents arising out of a job or an operation that the contractor has completed. [Cases: Insurance 2296. C.J.S. Insurance §§ 431, 950, 952–953, 971–972, 974–976, 985.]

compound policy.See blanket policy.

comprehensive general-liability policy.A broad-coverage commercial insurance policy covering a variety of general risks, esp. bodily injury and property damage to a third party for which the business entity is liable. • This policy was first offered in 1940. It has largely been replaced by the commercial-general liability policy. — Also termed CGL policy; general-liability

policy. Cf. commercial general-liability policy.

concurrent policy. One of two or more insurance policies that cover the same risk. • Concurrent insurance policies are stated in almost identical terms so that liability can be apportioned between the insurers. [Cases: Insurance 2107.]

continuous policy. See perpetual policy.

corrected policy. A policy issued after a redetermination of risk to correct a misstatement in the original policy.

deferred-dividend insurance policy. Hist. A life insurance policy that accumulated a fixed percentage of the insurer's surplus profits, payable as a lump sum on a certain date or at the insured's death, whichever came first.

discovery policy. See claims-made policy.

drummer floater policy. Hist. A policy that covered the goods carried by a commercial salesperson while traveling.

endowment policy. A life-insurance policy payable at the end of a specified period, if the insured survives that period, or upon the insured's death if death occurs before the end of the period.

excess policy. See excess insurance under INSURANCE.

extended policy. A policy that remains in effect beyond the time when premiums are no longer paid.

flier policy. Hist. A policy issued at a very low rate near the end of the year for the purpose of swelling the insurance agent's annual-sales figures. — Also spelled flyer policy.

floating policy. An insurance policy covering property that frequently changes in quantity or location, such as jewelry. — Also termed running policy; blanket policy.

following-form policy. An insurance policy that adopts the terms and conditions of another insurance policy. [Cases: Insurance 3615(1).]

gambling policy. See wager policy.

graveyard insurance. See wager policy.

group policy. See master policy.

homeowner's policy. A multiperil policy providing coverage for a variety of risks, including loss by fire, water, burglary, and the homeowner's negligent conduct.

incontestable policy. A policy containing a provision that prohibits the insurer from contesting or canceling the policy on the basis of statements made in the application. [Cases: Insurance 3121. C.J.S. Insurance § 1636.]

interest policy. A policy whose terms indicate that the insured has an interest in the subject

matter of the insurance. Cf. wager policy.

joint life policy. A life-insurance policy that matures and becomes due upon the death of any of those jointly insured.

lapsed policy. 1. An insurance policy on which there has been a default in premium payments. [Cases: Insurance 2039.] 2. An insurance policy that, because of statutory provisions, remains in force after a default in premium payments. • Statutes normally provide a 30- or 31-day grace period after nonpayment of premiums. [Cases: Insurance 2018.]

level-rate legal-reserve policy. A policy that seeks to build a reserve equal to the policy's face value by the end of the insured's life.

life policy. A life-insurance policy that requires lifetime annual fixed premiums and that becomes payable only on the death of the insured. — Also termed regular life policy. [Cases: Insurance 1011, 1716. C.J.S. Insurance §§ 10–14, 254.]

limited policy. 1. An insurance policy that specifically excludes certain classes or types of loss. 2. See basic-form policy.

manuscript policy. An insurance policy containing nonstandard provisions that have been negotiated between the insurer and the insured.

master policy. An insurance policy that covers multiple insureds under a group-insurance plan. — Also termed group policy. See group insurance under INSURANCE.

mixed policy. Marine insurance. A policy combining aspects of both a voyage policy and a time policy.

multiperil policy. An insurance policy that covers several types of losses, such as a homeowner's policy that covers losses from fire, theft, and personal injury. — Also termed named-perils policy.

nonmedical policy. An insurance policy issued without a prior medical examination of the applicant.

occurrence policy. An agreement to indemnify for any loss from an event that occurs within the policy period, regardless of when the claim is made. [Cases: Insurance 2264. C.J.S. Insurance § 429.]

open-perils policy. A property insurance policy covering all risks against loss except those specifically excluded from coverage.

open policy. See unvalued policy.

package policy. An insurance policy providing protection against multiple perils and losses of both the insured and third parties. • A homeowner's policy is usu. a package policy.

paid-up policy. A policy that remains in effect after premiums are no longer due.

participating policy. A policy that allows the holder a right to dividends or rebates from future

premiums. • This type of policy is issued by a mutual company.

permanent policy. A renewable policy that is effective for a specified period and is terminable by either the insurer or the insured after giving express notice.

perpetual policy. An insurance policy that remains effective without renewal until one of the parties terminates it according to its terms. — Also termed continuous policy.

regular life policy. See life policy.

running policy. See floating policy.

specific policy. See basic-form policy.

standard policy. 1. An insurance policy providing insurance that is recommended or required by state law, usu. regulated by a state agency. [Cases: Insurance 1775. C.J.S. Insurance § 297.] 2. An insurance policy that contains standard terms used for similar insurance policies nationwide, usu. drafted by an insurance industrial association such as Insurance Services Office.

survivorship policy. A joint life policy that is payable after all the insureds have died.

term policy. A life-insurance policy that gives protection for a specified period, but that does not have a cash value or reserve value.

time policy. An insurance policy that is effective only during a specified period.

tontine policy (tahn-teen or tahn-teen). An insurance policy in which a group of participants share advantages so that upon the default or death of any participant, his or her advantages are distributed among the remaining participants until only one remains, whereupon the whole goes to that sole participant. • Under the tontine plan of insurance, no accumulation or earnings are credited to the policy unless it remains in force for the tontine period of a specified number of years. Thus, those who survive the period and keep their policies in force share in the accumulated funds, and those who die or permit their policies to lapse during the period do not. This type of policy takes its name from Lorenzo Tonti, an Italian who invented it in the 17th century. Today, newer and more ingenious forms of insurance have largely made tontine policies defunct. See TONTINE. [Cases: Insurance 2441.]

umbrella policy. An insurance policy covering losses that exceed the basic or usual limits of liability provided by other policies. See umbrella insurance under INSURANCE. [Cases: Insurance 2110, 2394.]

unvalued policy. A policy that does not state a value of the insured property but that, upon loss, requires proof of the property's worth. — Also termed open policy.

valued policy. An insurance policy in which the sum to be paid when a loss occurs is fixed by the terms of the contract. • The value agreed on is conclusive for a total loss and provides a basis for determining recovery in cases of partial loss. This value is in the nature of liquidated damages. [Cases: Insurance 2171. C.J.S. Insurance §§ 1108–1109, 1204.]

voyage policy. A marine-insurance policy that insures a vessel or its cargo during a specified

voyage.

wager policy. An insurance policy issued to a person who is shown to have no insurable interest in the person or property covered by the policy. • Wager policies are illegal in most states. — Also termed gambling policy; graveyard insurance. See insurable interest under INTEREST(2). Cf. interest policy; viatical settlement under SETTLEMENT(3). [Cases: Insurance 1784.]

INSURANCE POOL

insurance pool. A group of several insurers that, to spread the risk, combine and share premiums and losses.

INSURANCE PREMIUM

insurance premium. See PREMIUM(1).

INSURANCE RATING

insurance rating. The process by which an insurer arrives at a policy premium for a particular risk. — Often shortened to rating. [Cases: Insurance 1541. C.J.S. Insurance § 68.]

INSURANCE SERVICES OFFICE

Insurance Services Office. A nonprofit organization that provides analytical and decision-support services and tools to the insurance industry, including statistical, actuarial, underwriting, and claims data, and drafts of model insurance policy forms and coverage provisions. • The organization is composed of member insurers. It provides data and information to its members and also to nonmember subscribers, such as risk managers, insurance regulators, and self-insureds. — Abbr. ISO.

INSURANCE TRUST

insurance trust. See TRUST.

INSURANCE UNDERWRITER

insurance underwriter. See UNDERWRITER.

INSURANT

insurant, n. A person who obtains insurance or to whom an insurance policy is issued. • This term is much less common than the attributive noun insured.

INSURE

insure, vb. 1. To secure, by payment of a premium, the payment of a sum of money in the event of a loss. [Cases: Insurance 1001. C.J.S. Insurance § 2.] 2. To issue or procure an insurance policy on or for (someone or something).

INSURED

insured, n. A person who is covered or protected by an insurance policy. — Also termed

assured. [Cases: Insurance 2100. C.J.S. Insurance § 389.]

additional insured. A person who is covered by an insurance policy but who is not the primary insured. • An additional insured may, or may not, be specifically named in the policy. If the person is named, then the term is sometimes named additional insured. — Also termed secondary insured. [Cases: Insurance 2100. C.J.S. Insurance § 389.]

class-one insured. In a motor-vehicle policy, the named insured and any relative residing with the named insured. [Cases: Insurance 2660–2661. C.J.S. Insurance §§ 928, 1044–1047, 1054, 1596, 1599, 1672–1673.]

class-two insured. In a motor-vehicle policy, a person lawfully occupying a vehicle at the time of an accident. [Cases: Insurance 2660. C.J.S. Insurance §§ 928, 1044–1045, 1047, 1054, 1596, 1599, 1672.]

first-named insured. See primary insured.

named insured. A person designated in an insurance policy as the one covered by the policy. [Cases: Insurance 2100. C.J.S. Insurance § 389.]

primary insured. The individual or entity whose name appears first in the declarations of an insurance policy. — Also termed first-named insured.

INSURER

insurer. One who agrees, by contract, to assume the risk of another's loss and to compensate for that loss. — Also termed underwriter; insurance underwriter; carrier; assurer (for life insurance). [Cases: Insurance 1002. C.J.S. Insurance § 32.]

excess insurer. An insurer who is liable for settling any part of a claim not covered by an insured's primary insurer. — Also termed secondary insurer. See primary insurer.

primary insurer. An insurer who is contractually committed to settling a claim up to the applicable policy limit before any other insurer becomes liable for any part of the same claim. See excess insurer.

quasi-insurer. A service provider who is held to strict liability in the provision of services, such as an innkeeper or a common carrier.

secondary insurer. See excess insurer.

INSURGENT

insurgent, n. A person who, for political purposes, engages in armed hostility against an established government. — insurgent, adj. — insurgency, n.

INSURING AGREEMENT

insuring agreement. See INSURING CLAUSE.

INSURING CLAUSE

insuring clause. A provision in an insurance policy or bond reciting the risk assumed by the insurer or establishing the scope of the coverage. — Also termed insuring agreement. [Cases: Insurance 2097. C.J.S. Insurance §§ 282–283, 395, 860.]

INSURRECTION

insurrection. A violent revolt against an oppressive authority, usu. a government.

“Insurrection is distinguished from rout, riot, and offense connected with mob violence by the fact that in insurrection there is an organized and armed uprising against authority or operations of government, while crimes growing out of mob violence, however serious they may be and however numerous the participants, are simply unlawful acts in disturbance of the peace which do not threaten the stability of the government or the existence of political society.” 77 C.J.S. Riot; Insurrection § 29, at 579 (1994).

INTACT FAMILY

intact family. See FAMILY.

IN TAIL

in tail. See TAIL.

INTAKE

intake, n. 1. The official screening of a juvenile charged with an offense in order to determine where to place the juvenile pending formal adjudication or informal disposition. 2. The body of officers who conduct this screening. 3. Hist. English law. A piece of land temporarily taken from a common or moorland by a tenant to raise a crop.

INTAKE DAY

intake day. The day on which new cases are assigned to the courts.

INTAKER

intaker. Hist. See FENCE(1).

INTANGIBLE

intangible, adj. Not capable of being touched; impalpable; INCORPOREAL.

intangible, n. Something that lacks a physical form; an abstraction, such as responsibility; esp., an asset that is not corporeal, such as intellectual property.

general intangible. Any intangible personal property other than goods, accounts, chattel paper, documents, instruments, investment property, rights to proceeds of written letters of credit, and money. • Some examples are goodwill, things in action, and literary rights. UCC § 9-102(a)(42). See intangible property under PROPERTY. [Cases: Secured Transactions 11.1, 14.1, 115.1. C.J.S. Secured Transactions §§ 3, 11, 13, 84.]

payment intangible. A general intangible under which the account debtor's principal

obligation is a monetary obligation. UCC § 9-102(a)(61).

INTANGIBLE ASSET

intangible asset.1.ASSET. 2.INTANGIBLE TRADE VALUE.

INTANGIBLE DRILLING COST

intangible drilling cost.Oil & gas. An expense that is incident to and necessary for drilling and completing an oil or gas well and that has no salvage value. • Intangible drilling costs may be deducted in the year they are incurred rather than capitalized and depreciated. 26 USCA § 612.

INTANGIBLE MOVABLE

intangible movable.See MOVABLE.

INTANGIBLE PROPERTY

intangible property.See PROPERTY.

INTANGIBLE TAX

intangible tax.See TAX.

INTANGIBLE THING

intangible thing.See incorporeal thing under THING.

INTANGIBLE TRADE PROPERTY

intangible trade property.See INTANGIBLE TRADE VALUE.

INTANGIBLE TRADE VALUE

intangible trade value.Intellectual property. The measure of an enterprise's proprietary information, ideas, goodwill, and other nonphysical commercial assets. • The law of misappropriation provides some protection against the taking of intangible trade values to compete unfairly with their original owner. — Also termed intangible asset; intangible trade property.

IN TANTUM

in tantum (in tan-t<<schwa>>m). [Latin] Hist. To that extent; insofar. Cf. PRO TANTO .

INTEGER

integer (in-t<<schwa>>-j<<schwa>>r), adj.[Latin] Archaic. Whole; untouched. See RES NOVA.

INTEGRATED AGREEMENT

integrated agreement.See INTEGRATED CONTRACT.

INTEGRATED BAR

integrated bar.See BAR.

INTEGRATED CONTRACT

integrated contract. One or more writings constituting a final expression of one or more terms of an agreement. — Also termed integrated agreement; integrated writing. See INTEGRATION(2). [Cases: Contracts 245; Evidence 397(2). C.J.S. Contracts § 416; Evidence §§ 1159–1160, 1278–1280.]

completely integrated contract. An integrated agreement adopted by the parties as a full and exclusive statement of the terms of the agreement. • The parties are therefore prohibited from varying or supplementing the contractual terms through parol (extrinsic) evidence. [Cases: Evidence 397(2). C.J.S. Evidence §§ 1159–1160, 1278–1280.]

partially integrated contract. An agreement in which some, but not all, of the terms are integrated; any agreement other than a completely integrated agreement. [Cases: Evidence 397(2). C.J.S. Evidence §§ 1159–1160, 1278–1280.]

INTEGRATED PROPERTY SETTLEMENT

integrated property settlement. See PROPERTY SETTLEMENT(2).

INTEGRATED WRITING

integrated writing. See integrated contract under CONTRACT.

INTEGRATION

integration. 1. The process of making whole or combining into one. 2. Contracts. The full expression of the parties' agreement, so that all earlier agreements are superseded, the effect being that neither party may later contradict or add to the contractual terms. — Also termed merger. See PAROL-EVIDENCE RULE E. [Cases: Contracts 245; Evidence 397(2). C.J.S. Contracts § 416; Evidence §§ 1159–1160, 1278–1280.]

complete integration. The fact or state of fully expressing the intent of the parties. • Parol evidence is therefore inadmissible. [Cases: Evidence 397(2). C.J.S. Evidence §§ 1159–1160, 1278–1280.]

partial integration. The fact or state of not fully expressing the parties' intent. • Parol (extrinsic) evidence is admissible to clear up ambiguities with respect to the terms that are not integrated. [Cases: Evidence 397(2). C.J.S. Evidence §§ 1159–1160, 1278–1280.]

3. Wills & estates. The combining of more than one writing into a single document to form the testator's last will and testament. • The other writing must be present at the time of execution and intended to be included in the will. The issue of integration is more complicated when it concerns a holographic will, which may be composed of more than one document written at different times. 4. The incorporation of different races into existing institutions (such as public schools) for the purpose of reversing the historical effects of racial discrimination. Cf. DESEGREGATION. [Cases: Schools 13(4). C.J.S. Civil Rights §§ 111–114, 120, 128–129.] 5. Antitrust. A firm's performance of a function that it could have obtained on the open market. • A firm can achieve integration by entering a new market on its own, by acquiring a firm that

operates in a secondary market, or by entering into a contract with a firm that operates in a secondary market. — Also termed vertical integration. See vertical merger under MERGER.

backward integration.A firm's acquisition of ownership of facilities that produce raw materials or parts for the firm's products.

6.Securities. The requirement that all security offerings over a given period are to be considered a single offering for purposes of determining an exemption from registration. • The Securities and Exchange Commission and the courts apply five criteria to determine whether two or more transactions are part of the same offering of securities: (1) whether the offerings are part of a single plan of financing, (2) whether the offerings involve issuance of the same class of securities, (3) whether the offerings are made at or about the same time, (4) whether the same type of consideration is received, and (5) whether the offerings are made for the same general purpose. 17 CFR § 230.502. [Cases: Securities Regulation 18.14. C.J.S. Securities Regulation § 64.]

INTEGRATION CLAUSE

integration clause.A contractual provision stating that the contract represents the parties' complete and final agreement and supersedes all informal understandings and oral agreements relating to the subject matter of the contract. — Also termed merger clause; entire-agreement clause. See INTEGRATION(2); PAROL-EVIDENCE RULE. [Cases: Contracts 245; Evidence 397(2). C.J.S. Contracts § 416; Evidence §§ 1159–1160, 1278–1280.]

INTEGRATION RULE

integration rule.The rule that if the parties to a contract have embodied their agreement in a final document, any other action or statement is without effect and is immaterial in determining the terms of the contract. See PAROL EVIDENCE RULE . [Cases: Contracts 245; Evidence 397(2).C.J.S. Contracts § 416; Evidence §§ 1159–1160, 1278–1280.]

INTEGRITY RIGHT

integrity right.Copyright. The right of authors and artists to insist that their creative works not be changed without their authorization. • Integrity is one of the moral rights of artists recognized in civil-law countries, including much of Europe, but largely unavailable in the United States. Cf. MORAL RIGHT; ATTRIBUTION RIGHT.

INTELLECTUAL PROPERTY

intellectual property. 1. A category of intangible rights protecting commercially valuable products of the human intellect. • The category comprises primarily trademark, copyright, and patent rights, but also includes trade-secret rights, publicity rights, moral rights, and rights against unfair competition. [Cases: Copyrights and Intellectual Property 1. C.J.S. Copyrights and Intellectual Property §§ 2, 4–5.] 2. A commercially valuable product of the human intellect, in a concrete or abstract form, such as a copyrightable work, a protectable trademark, a patentable invention, or a trade secret. — Abbr. IP.

“While there is a close relationship between intangible property and the tangible objects in

which they are embodied, intellectual property rights are distinct and separate from property rights in tangible goods. For example, when a person posts a letter to someone, the personal property in the ink and parchment is transferred to the recipient.... [T]he sender (as author) retains intellectual property rights in the letter.” Lionel Bently & Brad Sherman, *Intellectual Property Law* 1–2 (2001).

INTEMPERANCE

intemperance. A lack of moderation or temperance; esp., habitual or excessive drinking of alcoholic beverages. [Cases: Chemical Dependents 1.C.J.S. Chemical Dependents §§ 2–3.]

IN TEMPUS INDEBITUM

in tempus indebitum (in tem-p<<schwa>>s in-deb-i-t<<schwa>>m). [Law Latin] Hist. At an undue time.

INTEND

intend,vb.1. To have in mind a fixed purpose to reach a desired objective; to have as one's purpose <Daniel intended to become a lawyer>.2. To contemplate that the usual consequences of one's act will probably or necessarily follow from the act, whether or not those consequences are desired for their own sake <although he activated the theater's fire alarm only on a dare, the jury found that Wilbur intended to cause a panic>.3. To signify or mean <the parties intended for the writing to supersede their earlier handshake deal>.

INTENDANT

intendant (in-ten-d<<schwa>>nt). A director of a government agency, esp. (as used in 17th- and 18th-century France) a royal official charged with the administration of justice or finance.

INTENDED BENEFICIARY

intended beneficiary.See BENEFICIARY.

INTENDED CHILD

intended child.See CHILD.

INTENDED PARENT

intended parent.See intentional parent under PARENT.

INTENDED TO BE RECORDED

intended to be recorded.(Of a deed or other instrument) not yet filed with a public registry, but forming a link in a chain of title. [Cases: Deeds 88; Records 19. C.J.S. Deeds § 157; Records § 30.]

INTENDED-USE DOCTRINE

intended-use doctrine.Products liability. The rule imposing a duty on a manufacturer to develop a product so that it is reasonably safe for its intended or foreseeable users. • In

determining the scope of responsibility, the court considers the defendant's marketing scheme and the foreseeability of the harm. [Cases: Products Liability 15. C.J.S. Products Liability §§ 30–31.]

INTENDMENT

intendment (in-tend-m<<schwa>>nt).1. The sense in which the law understands something <the intendment of a contract is that the contract is legally enforceable>. — Also termed intendment of law. 2. A decision-maker's inference about the true meaning or intention of a legal instrument <there is no need for intendment, the court reasoned, when the text of the statute is clear>. — Formerly also spelled entendment.

common intendment.The natural or common meaning in legal interpretation.

3. A person's expectations when interacting with others within the legal sphere.“Our institutions and our formalized interactions with one another are accompanied by certain interlocking expectations that may be called intendments, even though there is seldom occasion to bring these underlying expectations across the threshold of consciousness. In a very real sense when I cast my vote in an election my conduct is directed and conditioned by an anticipation that my ballot will be counted in favor of the candidate I actually vote for. This is true even though the possibility that my ballot will be thrown in the wastebasket, or counted for the wrong man, may never enter my mind as an object of conscious attention. In this sense the institution of elections may be said to contain an intendment that the votes cast will be faithfully tallied, though I might hesitate to say, except in a mood of rhetoric, that the election authorities had entered a contract with me to count my vote as I had cast it.” Lon L. Fuller, *The Morality of Law* 217 (rev. ed. 1969).

INTENT

intent. 1. The state of mind accompanying an act, esp. a forbidden act. • While motive is the inducement to do some act, intent is the mental resolution or determination to do it. When the intent to do an act that violates the law exists, motive becomes immaterial. Cf. MOTIVE; SCIENTER.

“The phrase ‘with intent to,’ or its equivalents, may mean any one of at least four different things: — (1) That the intent referred to must be the sole or exclusive intent; (2) that it is sufficient if it is one of several concurrent intents; (3) that it must be the chief or dominant intent, any others being subordinate or incidental; (4) that it must be a determining intent, that is to say, an intent in the absence of which the act would not have been done, the remaining purposes being insufficient motives by themselves. It is a question of construction which of those meanings is the true one in the particular case.” John Salmond, *Jurisprudence* 383–84 (Glanville L. Williams ed., 10th ed. 1947).

constructive intent.A legal principle that actual intent will be presumed when an act leading to the result could have been reasonably expected to cause that result.

“Constructive intent is a fiction which permits lip service to the notion that intention is essential to criminality, while recognizing that unintended consequences of an act may sometimes be sufficient for guilt of some offenses.” Rollin M. Perkins & Ronald N. Boyce, *Criminal Law*

835 (3d ed. 1982).

criminal intent. 1.MENS REA. 2. An intent to commit an actus reus without any justification, excuse, or other defense. — Also termed felonious intent. See specific intent. [Cases: Criminal Law 20. C.J.S. Criminal Law §§ 31–33, 35–39; Negligence § 913.]

“The phrase ‘criminal intent’ is one that has been bandied about with various meanings not carefully distinguished. At times it has been used in the sense of the ‘intent to do wrong’ (the outline of the mental pattern which is necessary for crime in general), — as, for example, in the phrase ‘the mental element commonly called criminal intent.’ At times it has been used in the sense of mens rea as the mental element requisite for guilt of the very offense charged, ‘a varying state of mind which is the contrary of an innocent state of mind, whatever may be pointed out by the nature of the crime as an innocent state of mind.’ Often it is used to include criminal negligence as well as an actual intent to do the harmful deed, although at other times such negligence is referred to as a substitute, so to speak, for criminal intent in connection with certain offenses. Occasionally it is found in the sense of an intent to violate the law, — implying a knowledge of the law violated. On the other hand, as such knowledge is a factor not ordinarily required for conviction it has been pointed out that to establish ignorance of the law does not disprove criminal intent. Thus it has been said (assuming the absence of any circumstance of exculpation) ‘whenever an act is criminal, the party doing the act is chargeable with criminal intent.’ ... This suggests a helpful guide for the use of the phrase ‘criminal intent.’ Some other term such as mens rea or guilty mind should be employed for more general purposes, and ‘criminal intent’ be restricted to those situations in which there is (1) an intent to do the actus reus, and (2) no circumstance of exculpation.” Rollin M. Perkins & Ronald N. Boyce, *Criminal Law* 832–34 (3d ed. 1982).

donative intent.The intent to surrender dominion and control over the gift that is being made.

felonious intent.See criminal intent.

general intent.The intent to perform an act even though the actor does not desire the consequences that result. • This is the state of mind required for the commission of certain common-law crimes not requiring a specific intent or not imposing strict liability. General intent usu. takes the form of recklessness (involving actual awareness of a risk and the culpable taking of that risk) or negligence (involving blameworthy inadvertence). — Also termed general criminal intent; general mens rea. [Cases: Criminal Law 20, 23. C.J.S. Criminal Law §§ 31–33, 35–39; Negligence §§ 913–914.]

immediate intent.The intent relating to a wrongful act; the part of the total intent coincident with the wrongful act itself.

implied intent.A person's state of mind that can be inferred from speech or conduct, or from language used in an instrument to which the person is a party.

intent to kill.An intent to cause the death of another; esp., a state of mind that, if found to exist during an assault, can serve as the basis for an aggravated-assault charge. [Cases: Assault and Battery 49; Homicide 526. C.J.S. Assault and Battery §§ 67, 71.]

larcenous intent. A state of mind existing when a person (1) knowingly takes away the goods of another without any claim or pretense of a right to do so, and (2) intends to permanently deprive the owner of them or to convert the goods to personal use. See LARCENY. [Cases: Larceny 3. C.J.S. Larceny §§ 25–29.]

manifest intent. Intent that is apparent or obvious based on the available circumstantial evidence, even if direct evidence of intent is not available. • For example, some fidelity bonds cover an employer's losses caused by an employee's dishonest or fraudulent acts committed with a manifest intent to cause a loss to the employer and to obtain a benefit for the employee. Establishing manifest intent sufficient to trigger coverage does not require direct evidence that the employee intended the employer's loss. Even if the employee did not actively want that result, but the result was substantially certain to follow from the employee's conduct, the requisite intent will be inferred.

predatory intent. Antitrust. A business's intent to injure a competitor by unfair means, esp. by sacrificing revenues to drive a competitor out of business. [Cases: Monopolies 12(1.6). C.J.S. Monopolies §§ 32, 40–42, 48, 52, 54, 65, 69, 72–73.]

specific intent. The intent to accomplish the precise criminal act that one is later charged with. • At common law, the specific-intent crimes were robbery, assault, larceny, burglary, forgery, false pretenses, embezzlement, attempt, solicitation, and conspiracy. — Also termed criminal intent. See SPECIFIC-INTENT DEFENSE. [Cases: Criminal Law 20. Criminal Law §§ 31–33, 35–39; Negligence § 913.]

testamentary intent. A testator's intent that a particular instrument function as his or her last will and testament. • Testamentary intent is required for a will to be valid. [Cases: Wills 438. C.J.S. Wills § 831.]

transferred intent. Intent that has been shifted from the originally intended wrongful act to the wrongful act actually committed. • For example, if a person intends to kill one person but kills another, the intent may be transferred to the actual act. See TRANSFERRED-INTENT DOCTRINE. [Cases: Criminal Law 25; Homicide 555, 702, 731. C.J.S. Criminal Law § 43.]

ulterior intent. The intent that passes beyond a wrongful act and relates to the objective for the sake of which the act is done; MOTIVE. • For example, a thief's immediate intent may be to steal another's money, but the ulterior intent may be to buy food with that money.

2. A lawmaker's state of mind and purpose in drafting or voting for a measure. [Cases: Statutes 181(1), 184. C.J.S. Statutes §§ 315–316.]

legislative intent. See LEGISLATIVE INTENT.

original intent. The mental state of the drafters or enactors of the U.S. Constitution, a statute, or another document.

INTENTIO

intentio (in-ten-shee-oh), n. [Latin] 1. Roman law. The part of a formula in which the

plaintiff's claim against the defendant is stated. See FORMULA(1).2.Hist. A count or declaration in a real action. • Intention was an earlier name for narratio. See NARRATIO. Pl. intentiones (in-ten-shee-oh-nee-z).

INTENTION

intention,n. The willingness to bring about something planned or foreseen; the state of being set to do something. — intentional,adj.

“Intention is the purpose or design with which an act is done. It is the foreknowledge of the act, coupled with the desire of it, such foreknowledge and desire being the cause of the act, inasmuch as they fulfil themselves through the operation of the will. An act is intentional if, and in so far as, it exists in idea before it exists in fact, the idea realising itself in the fact because of the desire by which it is accompanied.” John Salmond, *Jurisprudence* 378 (Glanville L. Williams ed., 10th ed. 1947).

“Intention. — This signifies full advertence in the mind of the defendant to his conduct, which is in question, and to its consequences, together with a desire for those consequences.” P.H. Winfield, *A Textbook of the Law of Tort* § 10, at 19 (5th ed. 1950).

INTENTIONAL

intentional,adj. Done with the aim of carrying out the act.

INTENTIONAL ACT

intentional act.See ACT.

INTENTIONAL FATHER

intentional father.See intentional parent under PARENT.

INTENTIONAL FRAUD

intentional fraud.See FRAUD(1).

INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS

intentional infliction of emotional distress.The tort of intentionally or recklessly causing another person severe emotional distress through one's extreme or outrageous acts. • In a few jurisdictions, a physical manifestation of the mental suffering is required for the plaintiff to recover. — Also termed (in some states) outrage. See EMOTIONAL DISTRESS. Cf. NEGLIGENT INFLICTION OF EMOTIONAL DISTRESS. — Abbr. IIED. [Cases: Damages 50.10. C.J.S. Damages §§ 95, 98–104; Torts §§ 67–75, 78.]

INTENTIONAL-INJURY EXCLUSION

intentional-injury exclusion.See expected/intended exclusion under EXCLUSION (3).

INTENTIONAL INVASION

intentional invasion.See INVASION.

INTENTIONAL MANSLAUGHTER

intentional manslaughter. See voluntary manslaughter under **MANSLAUGHTER**.

INTENTIONAL MOTHER

intentional mother. See intentional parent under **PARENT**.

INTENTIONAL PARENT

intentional parent. See **PARENT**.

INTENTIONAL TORT

intentional tort. See **TORT**.

INTENTIONAL WRONG

intentional wrong. See **WRONG**.

INTENT OF THE LEGISLATURE

intent of the legislature. See **LEGISLATIVE INTENT**.

INTENT THEORY OF ADEMPMENT

intent theory of ademption. See **ADEMPMENT**.

INTENT TO KILL

intent to kill. See **INTENT(1)**.

INTENT TO PUBLISH

intent to publish. Defamation. The intent to communicate (defamatory words, etc.) to a third person or with knowledge that the communication will probably reach third persons. See **PUBLISH(2)**.

INTENT TO USE

intent to use. See **BONA FIDE INTENT TO USE**.

INTENT-TO-USE APPLICATION

intent-to-use application. See **TRADEMARK APPLICATION**.

INTER

inter (in-t<<schwa>>r), prep. [Latin] Among.

INTER ALIA

inter alia (in-t<<schwa>>r ay-lee-<<schwa>> orah-lee-<<schwa>>), adv. [Latin] Among other things.

INTER ALIOS

inter alios (in-t<<schwa>>r ay-lee-<<schwa>>s orah-lee-<<schwa>>s), adv.[Latin] Among other persons.

INTER-AMERICAN BAR ASSOCIATION

Inter-American Bar Association. An organization of lawyers from North America, Central America, and South America whose purpose is to promote education, cooperation, and professional exchanges among lawyers from different American countries. — Abbr. IABA.

INTER-AMERICAN FOUNDATION

Inter-American Foundation. An independent federal foundation that supports social and economic development in Latin America and the Caribbean by making grants to private, indigenous organizations that carry out self-help projects benefiting poor people. • The agency is governed by a nine-member board — six from the private sector and three from the government. It was created in 1969 as an experimental foreign-assistance program. 22 USCA § 290f. — Abbr. IAF.

INTER APICES JURIS

inter apices juris (in-t<<schwa>>r ay-p<<schwa>>-seez [orap-<<schwa>>-seez] joor-is), adv.[Law Latin] Among the subtleties of the law. See APEX JURIS.

INTERCALARE

intercalare (in-t<<schwa>>r-k<<schwa>>-lair-ee), vb.[Latin] Civil law. To introduce or insert among others; esp., to introduce a day or month into the calendar. • From this Latin term derives the rare English word intercalate, roughly synonymous with interpolate.

INTERCEDERE

intercedere (in-t<<schwa>>r-see-d<<schwa>>-ree), vb.[Latin] Roman law. To assume another's debt; esp., to act as surety for another.

INTERCEPT

intercept, n. Family law. A mechanism by which a portion of an obligor's unemployment benefits, disability income, income-tax refund, or lottery winnings is automatically diverted to a child-support-enforcement agency to satisfy past-due support obligations.

intercept, vb. 1. To divert (money) from a payee to satisfy a financial obligation of the payee. 2. To covertly receive or listen to (a communication). • The term usu. refers to covert reception by a law-enforcement agency. See WIRETAPPING. [Cases: Telecommunications 494.C.J.S. Telegraphs, Telephones, Radio, and Television §§ 247–249, 254, 264–265.]

INTERCHANGEABLE BOND

interchangeable bond. See BOND(3).

INTERCOMMON

intercommon,vb.1. To share in the rights to a common. 2.Hist. Scots law. To communicate or deal with (criminals or others).3.Hist. Scots law. To prohibit (a person) from communicating or dealing with a criminal.

INTER CONJUGES

inter conjuges (in-t<<schwa>>r kahn-j<<schwa>>-geez), adv. & adj.[Law Latin] Between husband and wife.

INTER CONJUNCTAS PERSONAS

inter conjunctas personas (in-t<<schwa>>r k<<schwa>>n-j<<schwa>>ngk-t<<schwa>>s p<<schwa>>r-soh-n<<schwa>>s). [Latin] Hist. Between conjunct persons. • Generally, conveyances between certain family members were void if designed to defraud.

INTERCOUNTRY ADOPTION

intercountry adoption.See international adoption under ADOPTION.

INTERCOURSE

intercourse. 1. Dealings or communications, esp. between businesses, governmental entities, or the like. 2. Physical sexual contact, esp. involving the penetration of the vagina by the penis.

INTERDEPENDENCE

interdependence.Int'l law. The reliance of countries on each other to ensure their mutual subsistence and advancement.

INTERDICT

interdict (in-t<<schwa>>r-dikt), n. Roman & civil law. 1. An injunction or other prohibitory, exhibitory, or restitutory decree. [Cases: Injunction 1. C.J.S. Injunctions §§ 2–4, 12, 14, 22, 24, 166.]

decretal interdict (di-kreet-<<schwa>>l). An interdict that signified the praetor's order or decree by applying the remedy in a pending case.

edictal interdict (ee-dik-t<<schwa>>l). An interdict that declared the praetor's intention to give a remedy in certain cases, usu. in a way that preserves or restores possession.

exhibitory interdict.An interdict by which a praetor compelled a person or thing to be produced.

possessory interdict.An interdict that protected a person whose possession was disturbed without due process. • A possessor in bad faith could obtain a possessory interdict because the interdict did not depend on title. It would, however, establish whether the possessor would be the defendant or the plaintiff in any subsequent claim. See INTERDICTUM. [Cases: Injunction 39. C.J.S. Injunctions § 68.]

prohibitory interdict.An interdict by which a praetor forbade something to be done.

restitutory interdict (ri-stich-*<<schwa>>-tor-ee* or *res-ti-t[y]oo-t<<schwa>>-ree*). An interdict by which a praetor directed something to be restored to someone who had been dispossessed of it.

2.Civil law. A person who has been interdicted; a natural person who, because of an infirmity, cannot make reasoned decisions about personal care or property or communicate those decisions; a person deprived of the capacity to make juridical acts. La. Civ. Code arts. 389, 390, 394.

limited interdict.A person whose right to care for himself or herself is restricted by a court decision because of mental incapacity; a person subject to limited interdiction. La. Civ. Code art. 390. [Cases: Mental Health 36. C.J.S. Insane Persons §§ 49–52.]

interdict (*in-t<<schwa>>r-dikt*), vb.1. To forbid or restrain. 2. To intercept and seize (contraband, etc.).3.Civil law. To remove a person's right to handle personal affairs because of mental incapacity. [Cases: Mental Health 36. C.J.S. Insane Persons §§ 49–52.]

INTERDICTION

interdiction. 1. The act of forbidding or restraining.

interdiction of commercial intercourse.Int'l law. A governmental prohibition of commercial trade.

2. The interception and seizure of something, esp. contraband. 3.Civil law. The act of depriving a person of the right to handle his or her own affairs because of mental incapacity. See EX CAPITE INTERDICTIONIS. Cf. GUARDIANSHIP (1); CURATORSHIP; CURATOR(2).“Interdiction, now scarcely known in practice, was a means formerly adopted for the protection of those who were weak, facile, and easily imposed upon, and also for the protection of those who, being reckless and profuse, were unable to manage their estate with care and prudence. Interdiction was either judicial or voluntary: and in whichever of these modes the interdiction was effected and imposed, any disposition of heritage thereafter by the interdicted, without the consent of his interdictors, was liable to reduction on the ground of interdiction, except where the conveyances were onerous and rational.” John Trayner, Trayner's Latin Maxims 193 (4th ed. 1894).

complete interdiction.See full interdiction.

full interdiction.The complete removal of one's right to care for oneself and one's affairs or estate because of mental incapacity. La. Civ. Code art. 389. — Also termed complete interdiction. [Cases: Mental Health 36. C.J.S. Insane Persons §§ 49–52.]

limited interdiction.See partial interdiction.

partial interdiction.The partial removal of one's right to care for oneself and one's affairs or estate because of mental incapacity. — Also termed limited interdiction. [Cases: Mental Health 36. C.J.S. Insane Persons §§ 49–52.]

INTERDICTORY

interdictory (*in-t<<schwa>>r-dik-t<<schwa>>r-ee*), adj.1. Of or relating to an interdiction. 2.

Having the power to interdict. — Also termed interdictive.

INTERDICTUM

interdictum (in-t<<schwa>>r-dik-t<<schwa>>m), n. [Latin] Roman law. A summary order to secure the applicant's rights by preventing something from being done (prohibitory interdict) or requiring property to be produced (exhibitory interdict) or restored (restitutory interdict). • A party might apply for an interdictum when some wrong had been done, or was likely to be done, and it was necessary either to redress or to prevent the wrong at once, without waiting for the ordinary legal processes; often it was a preliminary to an ordinary action (e.g., by settling which party was entitled to be defendant in the action). Pl. interdicta.

INTERDICTUM QUOD VI AUT CLAM

interdictum quod vi aut clam (in-t<<schwa>>r-dik-t<<schwa>>m kwod vI awt klam). [Latin “interdict because of force or stealth”] Roman law. An interdict issued against a person who forcibly (vi) or secretly (clam) altered or occupied the claimant's property. • The interdict required the defendant to restore the property to its previous condition. Cf. actio vi bonorum raptorum under ACTIO.

INTER EOSDEM

inter eosdem (in-t<<schwa>>r ee-ahs-d<<schwa>>m). [Latin] Hist. Between the same persons.

INTERESSE

interesse (in-t<<schwa>>r-es-ee). [Latin] 1. Monetary interest. 2. A legal interest in property.

INTERESSEE

interessee (in-t<<schwa>>-re-see). See real party in interest under PARTY(2).

INTERESSE TERMINI

interesse termini (in-t<<schwa>>r-es-ee t<<schwa>>r-m<<schwa>>-nI). [Latin “interest of term or end”] Archaic. A lessee's right of entry onto the leased property; esp., a lessee's interest in real property before taking possession. • An interesse termini is not an estate; it is an interest for the term. It gives the lessee a claim against any person who prevents the lessee from entering or accepting delivery of the property.

“[The interesse termini's] essential qualities, as a mere interest, in contradistinction to a term in possession, seems to arise from a want of possession. It is a right or interest only, and not an estate, and it has the properties of a right. It may be extinguished by a release to the lessor, and it may be assigned or granted away, but it cannot, technically considered, be surrendered; for there is no reversion before entry, in which the interest may drown. Nor will a release from the lessor operate by way of enlargement, for the lessee has no estate before entry.” 4 James Kent, Commentaries on American Law *97 (George Comstock ed., 11th ed. 1866).

“There was a troublesome doctrine of the common law which established, in the case of a

lease not operating under the Statute of Uses, that the lessee acquired no estate in the land until he actually entered into possession. Until that time he was said to have a mere right to take possession, and this right was called an *interesse termini*. This requisite of entry to perfect a lease has, however, been swept away by the Law of Property Act, 1925, and all terms of years absolute, whether created before or after the commencement of the Act, can take effect from the date fixed for the commencement of the term without actual entry." G.C. Cheshire, *Modern Law of Real Property* 128–29 (3d ed. 1933).

INTEREST

interest, n. 1. The object of any human desire; esp., advantage or profit of a financial nature <conflict of interest>. 2. A legal share in something; all or part of a legal or equitable claim to or right in property <right, title, and interest>. • Collectively, the word includes any aggregation of rights, privileges, powers, and immunities; distributively, it refers to any one right, privilege, power, or immunity.

absolute interest. An interest that is not subject to any condition.

beneficial interest. A right or expectancy in something (such as a trust or an estate), as opposed to legal title to that thing. • For example, a person with a beneficial interest in a trust receives income from the trust but does not hold legal title to the trust property. [Cases: Descent and Distribution 68–81; Trusts 1. C.J.S. Descent and Distribution §§ 68–71, 73–77, 82–88, 116; Trover and Conversion §§ 1–9, 14–18.]

concurrent interest. See concurrent estate under ESTATE(1).

contingent interest. An interest that the holder may enjoy only upon the occurrence of a condition precedent.

controlling interest. Sufficient ownership of stock in a company to control policy and management; esp., a greater-than-50% ownership interest in an enterprise. [Cases: Corporations 180. C.J.S. Corporations §§ 327–330.]

defeasible interest. An interest that the holder may enjoy until the occurrence of a condition.

direct interest. A certain, absolute interest <the juror was disqualified because she had a direct interest in the lawsuit>.

entailed interest. An interest that devolves through lineal descendants only as a result of a fee tail.

entire interest. A whole interest or right, without diminution. See FEE SIMPLE.

equitable interest. An interest held by virtue of an equitable title or claimed on equitable grounds, such as the interest held by a trust beneficiary. [Cases: Trusts 139. C.J.S. Trover and Conversion § 251.]

executory interest. See EXECUTORY INTEREST.

expectation interest. The interest of a nonbreaching party in being put in the position that

would have resulted if the contract had been performed. See expectation damages under DAMAGES; BENEFIT-OF-THE-BARGAIN RULE. [Cases: Damages 117; Fraud 59(2).]

financial interest. An interest involving money or its equivalent; esp., an interest in the nature of an investment. — Also termed pecuniary interest.

future interest. See FUTURE INTEREST.

inalienable interest. An interest that cannot be sold or traded.

inchoate interest. A property interest that has not yet vested. [Cases: Dower and Curtesy 29–53. C.J.S. Dower §§ 41–63, 141, 153–162.]

insurable interest. A legal interest in another person's life or health or in the protection of property from injury, loss, destruction, or pecuniary damage. • To take out an insurance policy, the purchaser or the potential insured's beneficiary must have an insurable interest. If a policy does not have an insurable interest as its basis, it will usu. be considered a form of wagering and thus be held unenforceable. See wager policy under INSURANCE POLICY. [Cases: Insurance 1779–1795. C.J.S. Insurance §§ 218–231, 233–252.]

interest in the use and enjoyment of land. The pleasure, comfort, and advantage that a person may derive from the occupancy of land. • The term includes not only the interests that a person may have for residential, agricultural, commercial, industrial, and other purposes, but also interests in having the present-use value of the land unimpaired by changes in its physical condition.

joint interest. An interest that is acquired at the same time and by the same title as another person's. See joint tenancy under TENANCY.

junior interest. An interest that is subordinate to a senior interest.

legal interest. 1. An interest that has its origin in the principles, standards, and rules developed by courts of law as opposed to courts of chancery. 2. An interest recognized by law, such as legal title.

legally protected interest. A property interest that the law will protect against impairment or destruction, whether in law or in equity.

liberty interest. An interest protected by the due-process clauses of state and federal constitutions. See FUNDAMENTAL RIGHT(2). [Cases: Constitutional Law 254.1. C.J.S. Constitutional Law §§ 977–978, 980, 1418; Right to Die § 2.]

multiple interest. A property interest that is good against an indefinitely large number of people.

pecuniary interest. See financial interest.

possessory interest. See POSSESSORY INTEREST.

present interest. 1. A property interest in which the privilege of possession or enjoyment is

present and not merely future; an interest entitling the holder to immediate possession. — Also termed present estate. Cf. FUTURE INTEREST. [Cases: Estates in Property 1. C.J.S. Estates §§ 2–5, 8, 15–21, 116–128, 137, 243.] 2. A trust interest in which the beneficiary has the immediate beneficial enjoyment of the trust's proceeds. 3. A trust interest in which the trustee has the immediate right to control and manage the property in trust.

proprietary interest. The interest held by a property owner together with all appurtenant rights, such as a stockholder's right to vote the shares. [Cases: Corporations 63.1.]

reliance interest. The interest of a nonbreaching party in being put in the position that would have resulted if the contract had not been made, including out-of-pocket costs. [Cases: Damages 117.]

restitution interest. A nonbreaching party's interest in preventing the breaching party from retaining a benefit received under the contract and thus being unjustly enriched. • The benefit may have been received from the nonbreaching party or from a third party.

reversionary interest. A future interest left in the transferor or successor in interest. See REVERSION.

senior interest. An interest that takes precedence over others; esp., a debt security or preferred share that has a higher claim on a corporation's assets and earnings than that of a junior obligation or common share.

terminable interest. An interest that may be terminated upon the lapse of time or upon the occurrence of some condition.

undivided interest. An interest held under the same title by two or more persons, whether their rights are equal or unequal in value or quantity. — Also termed undivided right; undivided title. See joint tenancy; tenancy in common under TENANCY. [Cases: Joint Tenancy 1; Tenancy in Common 1. C.J.S. Estates § 19; Joint Tenancy §§ 2, 4, 7–9; Tenancy in Common §§ 2–5.]

vested interest. An interest the right to the enjoyment of which, either present or future, is not subject to the happening of a condition precedent.

working interest. See WORKING INTEREST.

3. The compensation fixed by agreement or allowed by law for the use or detention of money, or for the loss of money by one who is entitled to its use; esp., the amount owed to a lender in return for the use of borrowed money. — Also termed finance charge. See USURY. [Cases: Interest 1, 8. C.J.S. Interest and Usury; Consumer Credit §§ 2–3, 5–6, 12.]

accrued interest. Interest that is earned but not yet paid, such as interest that accrues on real estate and that will be paid when the property is sold if, in the meantime, the rental income does not cover the mortgage payments.

add-on interest. Interest that is computed on the original face amount of a loan and that remains the same even as the principal declines. • A \$10,000 loan with add-on interest at 8% payable over three years would require equal annual interest payments of \$800 for three years,

regardless of the unpaid principal amount. With add-on interest, the effective rate of interest is typically about twice the stated add-on interest rate. In the example just cited, then, the effective rate of interest would be about 16%. — Also termed block interest. See add-on loan under LOAN.

Boston interest. Interest computed by using a 30-day month rather than the exact number of days in the month. — Also termed New York interest.

compound interest. Interest paid on both the principal and the previously accumulated interest. Cf. simple interest. [Cases: Interest 60; Usury 49. C.J.S. Interest and Usury; Consumer Credit §§ 6, 71, 156.]

conventional interest. Interest at a rate agreed to by the parties themselves, as distinguished from that prescribed by law. Cf. interest as damages. [Cases: Interest 4, 32. C.J.S. Interest and Usury; Consumer Credit § 9, 38.]

discount interest. The interest that accrues on a discounted investment instrument (such as a government bond) as it matures. • The investor receives the interest when the instrument is redeemed. [Cases: United States 91. C.J.S. United States §§ 164, 167.]

gross interest. A borrower's interest payment that includes administrative, service, and insurance charges.

imputed interest. Interest income that the IRS attributes to a lender regardless of whether the lender actually receives interest from the borrower. • This is common esp. in loans between family members. [Cases: Internal Revenue 3132.20. C.J.S. Internal Revenue § 75.]

interest as damages. Interest allowed by law in the absence of a promise to pay it, as compensation for a delay in paying a fixed sum or a delay in assessing and paying damages. Cf. conventional interest.

lawful interest. 1. A rate of interest that is less than or equal to the statutory maximum. 2. See legal interest.

legal interest. 1. Interest at a rate usu. prescribed by statute. • Courts often order monetary judgments to accumulate legal interest until paid. Cf. legal rate under INTEREST RATE. 2. See lawful interest.

moratory interest. See prejudgment interest.

New York interest. See Boston interest.

prejudgment interest. Statutorily prescribed interest accrued either from the date of the loss or from the date when the complaint was filed up to the date the final judgment is entered. • Prejudgment interest is usu. calculated only for liquidated sums. Depending on the statute, it may or may not be an element of damages. — Also termed moratory interest.

prepaid interest. Interest paid before it is earned. [Cases: Usury 44. C.J.S. Interest and Usury; Consumer Credit §§ 135, 142, 147–150.]

qualified residence interest. Tax. Interest paid on debt that is secured by one's home and that

was incurred to purchase, build, improve, or refinance the home. • This type of interest is deductible from adjusted gross income. [Cases: Internal Revenue 3282. C.J.S. Internal Revenue § 286.]

simple interest. Interest paid on the principal only and not on accumulated interest. • Interest accrues only on the principal balance regardless of how often interest is paid. — Also termed straight-line interest. Cf. compound interest. [Cases: Interest 60. C.J.S. Interest and Usury; Consumer Credit §§ 6, 71.]

straight-line interest. See simple interest.

unearned interest. Interest received by a financial institution before it is earned.

unlawful interest. See USURY.

INTEREST-ANALYSIS TECHNIQUE

interest-analysis technique. Conflict of laws. A method of resolving choice-of-law questions by reviewing a state's laws and the state's interests in enforcing those laws to determine whether that state's laws or those of another state should apply. — Also termed governmental-interest-analysis technique. [Cases: Action 17. C.J.S. Actions §§ 18–20; Conflict of Laws §§ 2–3, 12, 15, 20, 23, 27–32, 34–40, 42–48, 50–65, 96–97, 100, 102, 105–107.]

“Professor Brainerd Currie gets the major credit for developing the interest analysis, or governmental interest analysis, technique. Interest analysis requires an examination into competing laws to determine their underlying policies and the strength of the relative interests the competing sovereigns have in the application of their respective laws in the particular situation. The facts will vary and the strength of the relevant policies will wax and wane accordingly.” David D. Siegel, *Conflicts in a Nutshell* 237 (2d ed. 1994).

INTEREST ARBITRATION

interest arbitration. See ARBITRATION.

INTEREST AS DAMAGES

interest as damages. See INTEREST(3).

INTEREST-BASED QUORUM

interest-based quorum. See QUORUM.

INTEREST BOND

interest bond. See BOND(3).

INTEREST COUPON

interest coupon. See COUPON.

INTEREST-COVERAGE RATIO

interest-coverage ratio. The ratio between a company's pretax earnings and the annual interest payable on bonds and loans.

INTERESTED PARTY

interested party. See PARTY(2).

INTERESTED PERSON

interested person. See PERSON(1).

INTERESTED WITNESS

interested witness. See WITNESS.

INTEREST-EQUALIZATION TAX

interest-equalization tax. See TAX.

INTEREST FACTOR

interest factor. Insurance. In life-insurance ratemaking, an estimate of the interest or rate of return that the insurer will earn on premium payments over the life of a policy. • The interest factor is one element that a life insurer uses to calculate premium rates. See PREMIUM RATE; gross premium (1) under PREMIUM(1). Cf. MORTALITY FACTOR; RISK FACTOR. [Cases: Insurance 1542(1). C.J.S. Insurance § 66.]

INTEREST-FREE LOAN

interest-free loan. See LOAN.

INTEREST ON LAWYERS' TRUST ACCOUNTS

Interest on Lawyers' Trust Accounts. A program that allows a lawyer or law firm to deposit a client's retained funds into an interest-bearing account that designates the interest payments to charitable, law-related purposes, such as providing legal aid to the poor. • Almost all states have either a voluntary or mandatory IOLTA program. — Abbr. IOLTA. [Cases: Attorney and Client 129.5. C.J.S. Attorney and Client § 279.]

INTEREST-ONLY MORTGAGE

interest-only mortgage. See MORTGAGE.

INTEREST POLICY

interest policy. See INSURANCE POLICY.

INTEREST RATE

interest rate. The percentage that a borrower of money must pay to the lender in return for the use of the money, usu. expressed as a percentage of the principal payable for a one-year period. — Often shortened to rate. — Also termed rate of interest. [Cases: Interest 27–38. C.J.S. Admiralty § 281; Interest and Usury; Consumer Credit §§ 34–41; Mortgages § 166.]

annual percentage rate. The actual cost of borrowing money, expressed in the form of an annualized interest rate. — Abbr. APR.

bank rate. The rate of interest at which the Federal Reserve lends funds to member banks.

contract rate. The interest rate printed on the face of a bond certificate.

coupon rate. The specific interest rate for a coupon bond. — Also termed coupon interest rate. See coupon bond under BOND(3).

discount rate. 1. The interest rate at which a member bank may borrow money from the Federal Reserve. • This rate controls the supply of money available to banks for lending. Cf. rediscount rate. 2. The percentage of a commercial paper's face value paid by an issuer who sells the instrument to a financial institution. 3. The interest rate used in calculating present value.

effective rate. The actual annual interest rate, which incorporates compounding when calculating interest, rather than the stated rate or coupon rate.

face rate. See nominal rate.

floating rate. A varying interest rate that is tied to a financial index such as the prime rate.

illegal rate. An interest rate higher than the rate allowed by law. See USURY. [Cases: Usury 42. C.J.S. Interest and Usury; Consumer Credit §§ 135–141, 143, 146, 152, 157.]

legal rate. 1. The interest rate imposed as a matter of law when none is provided by contract. [Cases: Interest 31. C.J.S. Interest and Usury; Consumer Credit § 37.] 2. The maximum interest rate, set by statute, that may be charged on a loan. See legal interest under INTEREST(3). Cf. USURY. [Cases: Usury 42. C.J.S. Interest and Usury; Consumer Credit §§ 135–141, 143, 146, 152, 157.]

lock rate. A mortgage-application interest rate that is established and guaranteed for a specified period. — Also termed locked-in rate.

nominal rate. The interest rate stated in a loan agreement or on a bond, with no adjustment made for inflation. — Also termed coupon rate; face rate; stated rate; stated interest rate.

prime rate. The interest rate that a commercial bank holds out as its lowest rate for a short-term loan to its most creditworthy borrowers, usu. large corporations. • This rate, which can vary slightly from bank to bank, often dictates other interest rates for various personal and commercial loans. — Often shortened to prime. — Also termed prime lending rate.

real rate. An interest rate that has been adjusted for inflation over time.

rediscount rate. The interest rate at which a member bank may borrow from the Federal Reserve on a loan secured by commercial paper that has already been resold by the bank.

stated rate. See nominal rate.

variable rate. An interest rate that varies at preset intervals in relation to the current market rate (usu. the prime rate).

INTEREST-RATE SWAP

interest-rate swap. An agreement to exchange interest receipts or interest-payment obligations, usu. to adjust one's risk exposure, to speculate on interest-rate changes, or to convert an instrument or obligation from a fixed to a floating rate — or from a floating to a fixed rate. • The parties to such an agreement are termed “counterparties.”

generic swap. See plain-vanilla swap.

plain-vanilla swap. A typical interest-rate swap that involves one counterparty's paying a fixed interest rate while the other assumes a floating interest rate based on the amount of the principal of the underlying debt. • The underlying debt, called the “notional” amount of the swap, does not change hands — only the interest payments are exchanged. — Also termed generic swap.

INTEREST UNITY

interest unity. See unity of interest under UNITY.

INTEREST WARRANT

interest warrant. See WARRANT(2).

INTERFERANT

interferant. 1. Something that interferes with the proper function of a chemical analysis; specif., a chemical contaminant that renders the results of a blood, breath, or urine test unreliable. 2. Patents. A party to an interference proceeding in the U.S. Patent and Trademark Office. • This term declined in use after the 1960s; today the PTO and courts use the term “contestant.” — Also termed (in sense 2) contestant. See CONTESTANT(3).

INTERFERENCE

interference, n. 1. The act of meddling in another's affairs. 2. An obstruction or hindrance. 3. Patents. An administrative proceeding in the U.S. Patent and Trademark Office to determine who is entitled to the patent when two or more applicants claim the same invention, or when an application interferes with an existing patent. • This proceeding occurs when the same invention is claimed (1) in two pending applications, or (2) in one pending application and a patent issued within a year of the pending application's filing date. — Also termed priority contest. [Cases: Patents 106. C.J.S. Patents §§ 159–162, 165.] 4. Trademarks. An administrative proceeding in the U.S. Patent and Trademark Office to determine whether a mark that one party wants to register will cause confusion among consumers with another party's mark. • An administrative hearing may be held to determine whose mark prevails, but applicants usu. withdraw their applications and devise new marks instead. [Cases: Trade Regulation 215. C.J.S. Trade-Marks, Trade-Names, and Unfair Competition §§ 179, 181.] — interfere, vb.

INTERFERENCE-ESTOPPEL REJECTION

interference-estoppel rejection. See REJECTION.

INTERFERENCE WITH A BUSINESS RELATIONSHIP

interference with a business relationship. See TORTIOUS INTERFERENCE WITH PROSPECTIVE ADVANTAGE .

INTERFERENCE WITH A CONTRACTUAL RELATIONSHIP

interference with a contractual relationship. See TORTIOUS INTERFERENCE WITH CONTRACTUAL RELATIONS .

INTERFERENCE WITH CONTRACT

interference with contract. See TORTIOUS INTERFERENCE WITH CONTRACTUAL RELATIONS .

INTERGOVERNMENTAL IMMUNITY

intergovernmental immunity. See IMMUNITY(1).

INTERGOVERNMENTAL-IMMUNITY DOCTRINE

intergovernmental-immunity doctrine. Constitutional law. The principle that both the federal government and the states are independent sovereigns, and that neither sovereign may intrude on the other in certain political spheres. Cf. PREEMPTION(5). [Cases: States 18.93. C.J.S. States § 23.]

INTERGOVERNMENTAL MARITIME CONSULTATIVE ORGANIZATION

Intergovernmental Maritime Consultative Organization. A unit of the United Nations charged with setting international standards for vessel safety and personnel training for shipping on the open seas. — Abbr. IMCO.

INTERIM

interim, adj. Done, made, or occurring for an intervening time; temporary or provisional <an interim director>.

INTERIM BOND

interim bond. See BOND(2).

INTERIM COMMITTITUR

interim committitur (in-t<<schwa>>-rim k<<schwa>>-mit-<<schwa>>-t<<schwa>>r). [Latin “in the meantime, let him be committed”] A court order directing that a defendant be incarcerated pending further action.

INTERIM CURATOR

interim curator. See CURATOR(2).

INTERIM DOMINUS

interim dominus (in-t<<schwa>>r-im dom-<<schwa>>-n<<schwa>>s). [Law Latin] Hist. Proprietor in the meantime. • The feminine form is domina.

“A widow is interim domina of terce lands after her service, and in virtue thereof may either possess them herself, or let them out to tenants.” John Trayner, Trayner's Latin Maxims 286 (4th ed. 1894).

INTERIM FINANCING

interim financing. See FINANCING.

INTERIM MEASURE OF PROTECTION

interim measure of protection. Int'l law. An international tribunal's order to prevent a litigant from prejudicing the final outcome of a lawsuit by arbitrary action before a judgment has been reached. • This measure is comparable to a temporary injunction in national law.

INTERIM-OCCUPANCY AGREEMENT

interim-occupancy agreement. A contract governing an arrangement (called a leaseback) whereby the seller rents back property from the buyer. See LEASEBACK.

INTERIM ORDER

interim order. See ORDER(2).

INTERIM RECEIPT

interim receipt. See RECEIPT.

INTERIM RELIEF

interim relief. See RELIEF.

INTERIM STATEMENT

interim statement. Accounting. A periodic financial report issued during the fiscal year (usu. quarterly) that indicates the company's current performance. • The SEC requires the company to file such a statement if it is distributed to the company's shareholders. — Also termed interim report.

INTERIM TRUSTEE

interim trustee. See TRUSTEE(2).

INTERIM ZONING

interim zoning. See ZONING.

INTERINSURANCE

interinsurance. See reciprocal insurance under INSURANCE.

INTERINSURANCE EXCHANGE

interinsurance exchange. See RECIPROCAL EXCHANGE.

INTERIOR DEPARTMENT

Interior Department. See DEPARTMENT OF THE INTERIOR.

INTERLINEATION

interlineation (in-t<<schwa>>r-lin-ee-ay-sh<<schwa>>n), n.1. The act of writing something between the lines of an earlier writing. 2. Something written between the lines of an earlier writing. Cf. INTERPOLATION(1). — interline, vb.

INTERLINING

interlining. A carrier's practice of transferring a shipment to another carrier to reach a destination not served by the transferring carrier.

INTERLOCKING CONFESSIONS

interlocking confessions. See CONFSSION.

INTERLOCKING DIRECTOR

interlocking director. See DIRECTOR.

INTERLOCUTOR

interlocutor (in-t<<schwa>>r-lok-y<<schwa>>-t<<schwa>>r). Scots law. A nonfinal judicial order disposing of any part of a case.

INTERLOCUTORY

interlocutory (in-t<<schwa>>r-lok-y<<schwa>>-tor-ee), adj. (Of an order, judgment, appeal, etc.) interim or temporary, not constituting a final resolution of the whole controversy. — Also termed medial. [Cases: Appeal and Error 66–84; Federal Courts 572–583. C.J.S. Appeal and Error §§ 81–89, 94–98, 100–101, 104–117, 119, 121–131, 133–134, 136, 138–142, 144, 150–152; Justices of the Peace § 234(3).]

INTERLOCUTORY APPEAL

interlocutory appeal. See APPEAL.

INTERLOCUTORY APPEALS ACT

Interlocutory Appeals Act. A federal statute, enacted in 1958, that grants discretion to a U.S. court of appeals to review an interlocutory order in a civil case if the trial judge states in writing that the order involves a controlling question of law on which there is substantial ground for difference of opinion, and that an immediate appeal from the order may materially advance the termination of the litigation. 28 USCA § 1292(b). Cf. FINALITY DOCTRINE; FINAL-JUDGMENT RULE. [Cases: Federal Courts 660.1.]

INTERLOCUTORY APPLICATION

interlocutory application. See APPLICATION.

INTERLOCUTORY COSTS

interlocutory costs. See COSTS(3).

INTERLOCUTORY DECISION

interlocutory decision. See interlocutory order under ORDER(2).

INTERLOCUTORY DECREE

interlocutory decree. See interlocutory judgment under JUDGMENT.

INTERLOCUTORY INJUNCTION

interlocutory injunction. See preliminary injunction under INJUNCTION.

INTERLOCUTORY JUDGMENT

interlocutory judgment. See JUDGMENT.

INTERLOCUTORY ORDER

interlocutory order. See ORDER(2).

INTERLOPER

interloper, n. 1. One who interferes without justification. 2. One who trades illegally. — interlope, vb.

INTERMEDDLER

intermeddler. See OFFICIOUS INTERMEDDLER.

INTERMEDIARY

intermediary (in-t<<schwa>>r-mee-dee-er-ee), n. A mediator or go-between; a third-party negotiator. Cf. FINDER(1). — intermediate (in-t<<schwa>>r-mee-dee-ayt), vb.

informed intermediary. Products liability. A person who is in the chain of distribution from the manufacturer to the consumer and who knows the risks of the product. — Also termed learned intermediary. [Cases: Products Liability 14, 46.2. C.J.S. Products Liability §§ 25–29.]

INTERMEDIARY BANK

intermediary bank. See BANK.

INTERMEDIATE ACCOUNT

intermediate account. See ACCOUNT.

INTERMEDIATE CASING

intermediate casing. See CASING.

INTERMEDIATE COURT

intermediate court. See COURT.

INTERMEDIATE ORDER

intermediate order. See interlocutory order under ORDER(2).

INTERMEDIATE SCRUTINY

intermediate scrutiny. Constitutional law. A standard lying between the extremes of rational-basis review and strict scrutiny. • Under the standard, if a statute contains a quasi-suspect classification (such as gender or legitimacy), the classification must be substantially related to the achievement of an important governmental objective. — Also termed middle-level scrutiny; mid-level scrutiny; heightened scrutiny. Cf. STRICT SCRUTINY; RATIONAL-BASIS TEST. [Cases: Constitutional Law 213.1. C.J.S. Constitutional Law § 714.]

INTERMEDIATION

intermediation. 1. Any process involving an intermediary. 2. The placing of funds with a financial intermediary that reinvests the funds, such as a bank that lends the funds to others or a mutual fund that invests the funds in stocks, bonds, or other instruments.

IN TERMINIS

in terminis (in t<<schwa>>r-m<<schwa>>-nis). [Law Latin] Hist. In express terms; expressly.

IN TERMINIS TERMINANTIBUS

in terminis terminantibus (in t<<schwa>>r-m<<schwa>>-nis t<<schwa>>r-m<<schwa>>-nan-ti-b<<schwa>>s), adv. & adj. [Law Latin] Hist. In terms of determination; in express or determinate terms.

INTERMITTENT EASEMENT

intermittent easement. See EASEMENT.

INTERMITTENT SENTENCE

intermittent sentence. See SENTENCE.

INTERMIXTURE OF GOODS

intermixture of goods. See CONFUSION OF GOODS.

INTERMODAL TRANSPORT

intermodal transport. See MULTIMODAL SHIPPING.

INTERMUNICIPAL LAW

intermunicipal law. See private international law under INTERNATIONAL LAW.

INTERN

intern,n. An advanced student or recent graduate who is apprenticing to gain practical experience before entering a specific profession. See CLERK(4). — internship,n.

intern,vb.1. To segregate and confine a person or group, esp. those suspected of hostile sympathies in time of war. See INTERNMENT. [Cases: War and National Emergency 51. C.J.S. War and National Defense § 68.] 2. To work in an internship.

INTERNAL ACT

internal act.See ACT.

INTERNAL-AFFAIRS DOCTRINE

internal-affairs doctrine.Conflict of laws. The rule that in disputes involving a corporation and its relationships with its shareholders, directors, officers, or agents, the law to be applied is the law of the state of incorporation. • This doctrine applies in the majority of states. In a few states, notably California and New York, foreign corporations must meet state-law requirements in specified circumstances. [Cases: Corporations 640. C.J.S. Corporations §§ 893, 900.]

“Broadly speaking, ‘corporate internal affairs’ refers to the powers and obligations of a corporation’s manager vis-a-vis the corporation and its shareholders, and the rights and duties of the corporation’s shareholders vis-a-vis the corporation, its management and the other shareholders. Put differently, corporate internal affairs pretty much encompass the subject matter of those state laws typically referred to as corporate law. In dealing with a corporation’s internal affairs, courts ... have looked to the law of the state of incorporation for the governing rule. Courts often refer to this choice of law principle as the ‘internal affairs doctrine.’ ” Franklin A. Gevurtz, *Corporation Law* 36 (2000).

INTERNAL AFFAIRS OF A FOREIGN CORPORATION

internal affairs of a foreign corporation.Conflict of laws. Matters that involve only the inner workings of a corporation, such as dividend declarations and the selection of officers. [Cases: Corporations 640.C.J.S. Corporations §§ 893, 900.]

“The old statement that a court will not hear cases involving the internal affairs of a foreign corporation has been practically dropped from the law today, and the result when appropriate is achieved under the forum non conveniens rule. Modern courts recognize their jurisdiction to entertain such suits, and insist only upon a discretionary power to refuse to exercise the existent jurisdiction when the facts make it both feasible and more desirable for the case to be heard by a court of the state of incorporation.” Robert A. Leflar, *American Conflicts Law* § 255, at 512–13 (3d ed. 1977).

INTERNAL ATTACK

internal attack.A beneficiary’s questioning of the propriety of a trust’s continuance, the purpose being to terminate the trust and receive from the trustee the interests held for the beneficiary’s benefit.

INTERNAL AUDIT

internal audit. See AUDIT.

INTERNAL COMMERCE

internal commerce. See intrastate commerce under COMMERCE.

INTERNAL FINANCING

internal financing. See FINANCING.

INTERNAL LAW

internal law. See LAW.

INTERNALLY DISPLACED PERSON

internally displaced person. A person who has been forced to migrate within a national territory because of threats to life, limb, or freedom, and who cannot establish a new residence because of continuing threats. • Internally displaced persons flee for the same reasons as refugees — fear of persecution, human-rights abuses, civil war, natural or man-made disasters, etc. — but do not cross national borders and have no legal protection under international law. — Abbr. IDP.

INTERNAL RATE OF RETURN

internal rate of return. See RATE OF RETURN.

INTERNAL REVENUE

internal revenue. Governmental revenue derived from domestic taxes rather than from customs or import duties. — Also termed (outside the United States) inland revenue.

INTERNAL REVENUE CODE

Internal Revenue Code. Title 26 of the U.S. Code, containing all current federal tax laws. — Abbr. IRC. — Also termed tax law.

INTERNAL REVENUE SERVICE

Internal Revenue Service. A unit in the U.S. Department of the Treasury responsible for enforcing and administering the internal-revenue laws and other tax laws except those relating to alcohol, tobacco, firearms, and explosives. — Abbr. IRS. [Cases: Internal Revenue 3003, 4440–4443. C.J.S. Internal Revenue §§ 4, 607–611, 616, 618.]

INTERNAL SECURITY

internal security. The field of law dealing with measures taken to protect a country from subversive activities.

INTERNAL-SECURITY ACT

internal-security act. A statute illegalizing and controlling subversive activities of organizations whose purpose is believed to be to overthrow or disrupt the government. • In the United States, many provisions in such statutes have been declared unconstitutional. One such law

was repealed in 1993. See 50 USCA § 781. [Cases: Treason 1. C.J.S. Treason §§ 2–3, 5.]

INTERNAL SOVEREIGNTY

internal sovereignty. See SOVEREIGNTY(3).

INTERNAL WATERS

internal waters. Any natural or artificial body or stream of water within the territorial limits of a country, such as a bay, gulf, river mouth, creek, harbor, port, lake, or canal. — Also termed inland waters.

“Waters on the landward side of the baseline of the territorial sea form part of the internal waters of a State.” Geneva Convention on the Territorial Sea and the Contiguous Zone, Apr. 29, 1958, art. 5, ¶ 1.

INTERNATIONAL ADMINISTRATIVE LAW

international administrative law. See ADMINISTRATIVE LAW.

INTERNATIONAL AGREEMENT

international agreement. A treaty or other contract between different countries, such as GATT or NAFTA. See GENERAL AGREEMENT ON TARIFFS AND TRADE; NORTH AMERICAN FREE TRADE AGREEMENT. [Cases: Treaties 1–14. C.J.S. Treaties §§ 2–17.]

“Though international agreements are known by a variety of titles, such as treaties, conventions, pacts, acts, declarations, protocols, accords, arrangements, concordats, and modi vivendi, none of these terms has an absolutely fixed meaning. The more formal political agreements, however, are usually called treaties or conventions.” Oscar Svarlien, *An Introduction to the Law of Nations* 261 (1955).

INTERNATIONAL APPLICATION

international application. See PATENT APPLICATION.

INTERNATIONAL APPLICATION DESIGNATING THE UNITED STATES

international application designating the United States. See PATENT APPLICATION .

INTERNATIONAL APPLICATION ORIGINATING IN THE UNITED STATES

international application originating in the United States. See PATENT APPLICATION .

INTERNATIONAL ASSOCIATION

International Association. See L'ASSOCIATION LITTERAIRE ET ARTISTIQUE INTERNATIONALE .

INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT

International Bank for Reconstruction and Development. See WORLD BANK.

INTERNATIONAL BILL OF EXCHANGE

international bill of exchange. See foreign draft under DRAFT.

INTERNATIONAL BUREAU FOR THE PROTECTION OF INTELLECTUAL PROPERTY

International Bureau for the Protection of Intellectual Property. Copyright. A predecessor of the World Intellectual Property Organization. • The bureau was created by combining the Paris Convention's Secretariat (the International Bureau for the Paris Convention) with the Berne Copyright Convention of 1886. It was supervised by the Swiss government until 1970, when the bureau became part of WIPO. — Also termed Bureaux Internationaux Reunis pour la Protection de la Propriete Intellectuelle; BIRPI.

INTERNATIONAL CENTRE FOR THE SETTLEMENT OF INVESTMENT DISPUTES

International Centre for the Settlement of Investment Disputes. An organization created by the United Nations Convention on the Settlement of Investment Disputes between States and the Nationals of Other States to help mediate and arbitrate disputes between member states and individuals who are citizens of other member states in an effort to promote continued private international investment, esp. in developing countries. — Abbr. ICSID.

INTERNATIONAL COMMERCE

international commerce. See COMMERCE.

INTERNATIONAL CONTROL

international control. Int'l law. The supervision over countries and their subdivisions for the purpose of ensuring the conformity of their conduct with international law.

“[S]upervision is exercised increasingly not only over the conduct of governmental and intergovernmental institutions, but also over the acts and omissions of individuals to establish their conformity with requirements of public international law. Yet even where supranational entities, notably the European Communities, exercise international control over the conduct of individuals and corporate bodies, generally the supervision is destined to verify or secure conformity of governmental measures with relevant rules of law.” Hugo J. Hahn, “International Controls,” in 2 Encyclopedia of Public International Law 1079–80 (1995).

INTERNATIONAL CONVENTION FOR THE PROTECTION OF PERFORMERS, PRODUCERS OF PHONOGRAMS

International Convention for the Protection of Performers, Producers of Phonograms and Broadcasting Organizations. See ROME CONVENTION ON RELATED RIGHTS .

INTERNATIONAL COURT OF JUSTICE

International Court of Justice. The 15-member permanent tribunal that is the principal judicial organ of the United Nations. • The Court sits in The Hague, Netherlands. It has jurisdiction to decide disputes submitted to it by nations, and to render advisory opinions requested by the United

Nations and its specialized agencies. The U.N. Security Council has the express power to enforce the Court's judgments. — Abbr. ICJ. — Also termed World Court. [Cases: International Law 10.45. C.J.S. International Law §§ 59–65.]

INTERNATIONAL CRIME

international crime.Int'l law. A grave breach of international law, such as genocide and crimes against humanity, made punishable offenses by treaties and applicable rules of customary international law. • An international crime occurs when three conditions are satisfied: (1) the criminal norm must derive either from a treaty concluded under international law or from customary international law, and must have direct binding force on individuals without intermediate provisions of municipal law, (2) the provision must be made for the prosecution of acts penalized by international law in accordance with the principle of universal jurisdiction, so that the international character of the crime might show in the mode of prosecution itself (e.g., before the International Criminal Court), and (3) a treaty establishing liability for the act must bind the great majority of countries. — Also termed international offense. [Cases: International Law 1–2. C.J.S. International Law §§ 2–5.]

INTERNATIONAL CRIMINAL COURT

International Criminal Court.A court established by a treaty known as the Statute of the International Criminal Court (effective 2002), with jurisdiction over genocides, crimes against humanity, war crimes, and aggression. • It sits in The Hague, Netherlands. — Abbr. ICC. [Cases: International Law 10.45. C.J.S. International Law §§ 59–65.]

INTERNATIONAL CRIMINAL POLICE ORGANIZATION

International Criminal Police Organization.An international law-enforcement group founded in 1923 and headquartered in Lyons, France. • The organization gathers and shares information on transnational criminals for more than 180 member nations. — Also termed Interpol.

“Interpol is something of a legal curiosity: it engages in intergovernmental activities and yet is not based on any treaty, convention, or other similar instrument. Its founding document is a constitution, drawn up by a group of police officers, that has neither been submitted for diplomatic signatures nor ratified by governments. Nevertheless, the organization received de facto recognition from the outset.... Interpol was formally granted the status of an ‘intergovernmental agency’ by the Economic and Social Council of the United Nations in 1971, and this is regarded as a form of de jure legitimization.” Michael Fooner, “Interpol,” in 3 Encyclopedia of Crime and Justice 910, 910 (Sanford H. Kadish ed., 1983).

INTERNATIONAL ECONOMIC LAW

international economic law.International law relating to investment, economic relations, economic development, economic institutions, and regional economic integration.

INTERNATIONAL ENCLAVE

international enclave.See ENCLAVE.

INTERNATIONAL EXTRADITION

international extradition. See EXTRADITION.

INTERNATIONAL FILING DATE

international filing date. See PCT FILING DATE.

INTERNATIONAL FUND

international fund. See MUTUAL FUND.

INTERNATIONALIZATION

internationalization. The act or process of bringing a territory of one country under the protection or control of another or of several countries.

“[T]he concept of internationalization is characterized by three elements: the abolition or limitation of the sovereignty of a specific State; the serving of community interests or at least the interests of a group of States; and the establishment of an international institutional framework, not necessarily involving an international organization.” Rüdiger Wolfrum, “Internationalization,” in 2 Encyclopedia of Public International Law 1395 (1995).

INTERNATIONAL JURISDICTION

international jurisdiction. See JURISDICTION.

INTERNATIONAL LAW

international law. The legal system governing the relationships between nations; more modernly, the law of international relations, embracing not only nations but also such participants as international organizations and individuals (such as those who invoke their human rights or commit war crimes). — Also termed public international law; law of nations; law of nature and nations; jus gentium; jus gentium publicum; jus inter gentes; foreign-relations law; interstate law; law between states (the word state, in the latter two phrases, being equivalent to nation or country). Cf. TRANSNATIONAL LAW. [Cases: International Law 1–13. C.J.S. International Law §§ 2–65.]

“[I]nternational law or the law of nations must be defined as law applicable to states in their mutual relations and to individuals in their relations with states. International law may also, under this hypothesis, be applicable to certain interrelationships of individuals themselves, where such interrelationships involve matters of international concern.” Philip C. Jessup, *A Modern Law of Nations* 17 (1949).

customary international law. International law that derives from the practice of states and is accepted by them as legally binding. • This is one of the principal sources or building blocks of the international legal system.

private international law. International conflict of laws. • Legal scholars frequently lament the name “private international law” because it misleadingly suggests a body of law somehow parallel

to public international law, when in fact it is merely a part of each legal system's private law. — Also termed international private law; *jus gentium privatum*; intermunicipal law; comity; extraterritorial recognition of rights. See CONFLICT OF LAWS(2).

“[A] word must be said about the name or title of the subject. No name commands universal approval. The expression ‘Private International Law,’ coined by Story in 1834 [Joseph Story, *Commentaries on the Conflict of Laws* § 9 (1834)], and used on the Continent by [Jean Jacques Gaspard] Foelix in 1838, has been adopted by Westlake and Foote and most French authors. The chief criticism directed against its use is its tendency to confuse private international law with the law of nations or public international law, as it is usually called. There are obvious differences between the two. The latter primarily governs the relations between sovereign states and it may perhaps be regarded as the common law of mankind in an early state of development; the former is designed to regulate disputes of a private nature, notwithstanding that one of the parties may be a private state. There is, at any rate in theory, one common system of public international law ... ; but ... there are as many systems of private international law as there are systems of municipal law.” G.C. Cheshire, *Private International Law* 15 (6th ed. 1961).

INTERNATIONAL LAW COMMISSION

International Law Commission. A body created in 1947 by the United Nations for the purpose of encouraging the progressive development and codification of international law. • The Commission is composed of experts in international law. It has drafted many important treaties that have become binding treaty law, including the Vienna Convention on the Law on Treaties.

INTERNATIONAL LEGAL COMMUNITY

international legal community. 1. The collective body of countries whose mutual legal relations are based on sovereign equality. 2. More broadly, all organized entities having the capacity to take part in international legal relations. 3. An integrated organization on which a group of countries, by international treaty, confer part of their powers for amalgamated enterprise. • In this sense, the European Union is a prime example.

INTERNATIONAL LEGISLATION

international legislation. Int'l law. 1. Law-making among countries or intergovernmental organizations, displaying structural and procedural characteristics that are the same as national legislation. 2. The product of any concerted effort to change international law by statute. 3. The process of trying to change international law by statute. 4. Loosely, the adoption by international bodies of binding decisions, other than judicial and arbitral decisions, concerning specific situations or disputes.

INTERNATIONAL MONETARY FUND

International Monetary Fund. A U.N. specialized agency established to stabilize international exchange rates and promote balanced trade. — Abbr. IMF. [Cases: International Law 10.45. C.J.S. International Law §§ 59–65.]

INTERNATIONAL OFFENSE

international offense.See INTERNATIONAL CRIME.

INTERNATIONAL ORGANIZATION

international organization.Int'l law. 1. An intergovernmental association of countries, established by and operated according to multilateral treaty, whose purpose is to pursue the common aims of those countries. • Examples include the World Health Organization, the International Civil Aviation Organization, and the Organization of Petroleum Exporting Countries. [Cases: International Law 10.45. C.J.S. International Law §§ 59–65.] 2. Loosely, an intergovernmental or nongovernmental international association.

INTERNATIONAL PARENTAL KIDNAPPING CRIME ACT OF 1993

International Parental Kidnapping Crime Act of 1993.A federal statute that implemented the Hague Convention on the Civil Aspects of International Child Abduction. 18 USCA § 1204. See HAGUE CONVENTION ON THE CIVIL ASPECTS OF INTERNATIONAL CHILD ABDUCTION .

INTERNATIONAL PERSON

international person.Int'l law. An entity having a legal personality in international law; one who, being a subject of international law, enjoys rights, duties, and powers established in international law and has the ability to act on the international plane.

INTERNATIONAL PRIVATE LAW

international private law.1. See private international law under INTERNATIONAL LAW . 2.CONFLICT OF LAWS(2).

INTERNATIONAL REGIME

international regime.See REGIME.

INTERNATIONAL REGULATIONS FOR PREVENTING COLLISIONS AT SEA

International Regulations for Preventing Collisions at Sea.See INTERNATIONAL RULES OF THE ROAD .

INTERNATIONAL RELATIONS

international relations. 1. World politics. 2. Global political interaction, primarily among sovereign nations. 3. The academic discipline devoted to studying world politics, embracing international law, international economics, and the history and art of diplomacy.

INTERNATIONAL RIVER

international river.See RIVER.

INTERNATIONAL RULES OF THE ROAD

International Rules of the Road.Maritime law. A set of statutes designed to promote

navigation safety. • The International Rules were formalized at the convention on the International Regulations for Preventing Collisions at Sea, 1972. The rules set requirements for navigation lights, day shapes, steering and sailing rules, sound signals in good and restricted visibility condition, and distress signals, among other things. Congress adopted the rules and enacted them in statutory form. 33 USCA § 1602. — Also termed 72 COLREGS; International Regulations for Preventing Collisions at Sea.

INTERNATIONAL SCHEDULE OF CLASSES OF GOODS AND SERVICES

International Schedule of Classes of Goods and Services.Trademarks. A nearly worldwide classification system that enhances organization and retrieval of registered marks within a category of goods or services. — Abbr. ISCGS.

INTERNATIONAL SEABED

international seabed.The seabed and ocean floor, as well as the subsoil, lying beyond the territorial limits of nations. — Also termed international seabed area.

INTERNATIONAL TERRORISM

international terrorism.See TERRORISM.

INTERNATIONAL TRADE ADMINISTRATION

International Trade Administration.A unit in the U.S. Department of Commerce responsible for promoting world trade and strengthening the international trade and investment position of the United States. • Created in 1980, the agency operates through three offices: the Office of the Assistant Secretary for Import Services, the Office of the Assistant Secretary for Market Access and Compliance, and the Office of the Assistant Secretary for Trade Development. — Abbr. ITA.

INTERNATIONAL TRADE COMMISSION

International Trade Commission.See UNITED STATES INTERNATIONAL TRADE COMMISSION .

INTERNATIONAL TRADE COURT

International Trade Court.See UNITED STATES COURT OF INTERNATIONAL TRADE.

INTERNATIONAL UNION

international union.See UNION.

INTERNATIONAL WILL

international will.See WILL.

INTER NATURALIA FEUDI

inter naturalia feudi (in-t<<schwa>>r nach-<<schwa>>-ray-lee-<<schwa>> [fyoo-d I]). [Law Latin] Scots law. Among the things naturally arising from a feu. • Such items include payment of duties and stipulated services to be performed for the superior. — Sometimes shortened to inter

naturalia. See FEU.

INTERNECINE

internecine (in-t<<schwa>>r-nee-sin or in-t<<schwa>>r-nee-sIn or in-t<<schwa>>r-nes-eeen), adj. 1. Deadly; characterized by mass slaughter. 2. Mutually deadly; destructive of both parties <an internecine civil war>. 3. Loosely, of or relating to conflict within a group <internecine faculty politics>.

INTERNET CORPORATION FOR ASSIGNED NAMES AND NUMBERS

Internet Corporation for Assigned Names and Numbers. A nonprofit corporation established in 1998 to assign and manage the system of Internet domain names and to allocate Internet-protocol (IP) address space. — Abbr. ICANN.

INTERNET PATENT

Internet patent. See PATENT(3).

INTERNET PAYMENT

Internet payment. See CYBERPAYMENT.

INTERNET PAYMENT SERVICE

Internet payment service. An enterprise that offers electronic transfers of money.

INTERNET-PROTOCOL ADDRESS

Internet-protocol address. The ten-digit identification tag used by computers to locate specific websites.

INTERNET SCRIP

Internet scrip. See SCRIP.

INTERNET SERVICE PROVIDER

Internet service provider. A business that offers Internet access through a subscriber's phone line, usu. charging the user for the time spent connected to the business's server. — Abbr. ISP.

INTERNMENT

internment (in-t<<schwa>>rn-m<<schwa>>nt), n. The government-ordered detention of people suspected of disloyalty to the government, such as the confinement of Japanese Americans during World War II. [Cases: War and National Emergency 51. C.J.S. War and National Defense § 68.] — intern, vb.

INTERNUNCIO

internuncio (in-t<<schwa>>r-n<<schwa>>n-shee-oh), n. [fr. Latin internuntius] 1. A messenger between two parties. 2. A broker who serves as agent of both parties to a transaction. — Also termed internuncius. 3. A papal representative at a foreign court, ranking below a nuncio. Cf.

NUNCIO(1); LEGATE(3). — internuncial,adj.

INTER PARES

inter pares (in-t<<schwa>>r pair-eez), adv. & adj.[Latin] Between peers; between people in an equal position.

INTER PARTES

inter partes (in-t<<schwa>>r pahr-teez), adv.[Latin “between parties”] Between two or more parties; with two or more parties in a transaction. — inter partes,adj.

INTER PARTES REEXAMINATION

inter partes reexamination.See REEXAMINATION(2).

INTERPEL

interpel. See INTERPELLATE.

INTERPELLATE

interpellate (in-t<<schwa>>r-pel-ayt), vb.1. (Of a judge) to interrupt, with a question, a lawyer's argument. 2. (Of a legislator) to interrupt a legislature's calendar by bringing into question a ministerial policy, esp. in the legislature of France, Italy, or Germany. — Also termed (in Scots law) interpel (in-t<<schwa>>r-pel). — interpellation,n.

INTERPELLATIO

interpellatio (in-t<<schwa>>r-p<<schwa>>-lay-shee-oh), n. [Latin “a demand, interruption”] Roman law. 1. A demand for payment of a debt or for desistance from a course of action. 2. The interruption of a process, e.g., of the acquisition of title by possession. 3. The institution of a legal process or appeal. Pl. interpellationes (in-t<<schwa>>r-p<<schwa>>-lay-shee-oh-nee-z).

INTERPLEA

interplea. A pleading by which a stakeholder places the disputed property into the court's registry; the plea made by an interpleader. See INTERPLEADER.

INTERPLEAD

interplead,vb.1. (Of a claimant) to assert one's own claim regarding property or an issue already before the court. 2. (Of a stakeholder) to institute an interpleader action, usu. by depositing disputed property into the court's registry to abide the court's decision about who is entitled to the property. Cf. IMPLEAD. [Cases: Interpleader 1. C.J.S. Interpleader §§ 2–4, 7, 9.]

INTERPLEADER

interpleader,n.1. A suit to determine a right to property held by a usu. disinterested third party (called a stakeholder) who is in doubt about ownership and who therefore deposits the property with the court to permit interested parties to litigate ownership. • Typically, a stakeholder initiates an interpleader both to determine who should receive the property and to avoid multiple liability.

Fed. R. Civ. P. 22. See STAKEHOLDER(1). Cf. IMPLADER; INTERVENTION(1). [Cases: Interpleader 1. C.J.S. Interpleader §§ 2-4, 7, 9.] 2. Loosely, a party who interpleads. — Also termed (in civil law) concursus.

“Interpleader is a form of joinder open to one who does not know to which of several claimants he or she is liable, if liable at all. It permits him or her to bring the claimants into a single action, and to require them to litigate among themselves to determine which, if any, has a valid claim. Although the earliest records of a procedure similar to interpleader were at common law, it soon became an equitable rather than a legal procedure.” Charles Alan Wright, *The Law of Federal Courts* § 74, at 531 (5th ed. 1994).

INTERPOL

Interpol (in-t<<schwa>>r-pohl). See INTERNATIONAL CRIMINAL POLICE ORGANIZATION.

INTERPOLATION

interpolation (in-t<<schwa>>r-p<<schwa>>-lay-sh<<schwa>>n), n.1. The act of inserting words into a document to change or clarify the meaning. • In a negative sense, interpolation can refer to putting extraneous or false words into a document to change its meaning. Cf. INTERLINEATION. 2. (often pl.) Roman law. An editorial change made by one of the compilers of the Digests and the Justinian Code. • The compilers made insertions, deletions, and juxtapositions in the texts, but made few real changes to the substantive law. — interpolate,vb. — interpolative,adj. — interpolator,n.

INTERPOSITION

interposition,n.1. The act of submitting something (such as a pleading or motion) as a defense to an opponent's claim. 2.Archaic. The action of a state, while exercising its sovereignty, in rejecting a federal mandate that it believes is unconstitutional or overreaching. • The Supreme Court has declared that interposition is an illegal defiance of constitutional authority. — interpose,vb.

INTERPRETATIO

interpretatio (in-t<<schwa>>r-pri-tay-shee-oh), n. [Latin] Roman law. An opinion of a Roman jurist (an interpreter of the law, not an advocate) who did not usu. appear in court. • Such an opinion was not originally binding, but by the Law of Citations (A.D. 426), the opinions of five jurists acquired binding force. See CITATIONS, LAW OF. Pl. interpretations (in-t<<schwa>>r-pri-tay-shee-oh-nee-z).

INTERPRETATIO LIMITATA

interpretatio limitata.See restrictive interpretation under INTERPRETATION.

INTERPRETATION

interpretation,n.1. The process of determining what something, esp. the law or a legal

document, means; the ascertainment of meaning to be given to words or other manifestations of intention. [Cases: Contracts 143. C.J.S. Contracts § 302.]

“Interpretation, as applied to written law, is the art or process of discovering and expounding the intended signification of the language used, that is, the meaning which the authors of the law designed it to convey to others.” Henry Campbell Black, *Handbook on the Construction and Interpretation of the Laws* 1 (1896).

“There is more to interpretation in general than the discovery of the meaning attached by the author to his words. Even if, in a particular case, that meaning is discoverable with a high degree of certitude from external sources, the question whether it has been adequately expressed remains.” Rupert Cross, *Statutory Interpretation* 149 (1976).

administrative interpretation. An interpretation given to a law or regulation by an administrative agency. [Cases: Administrative Law and Procedure 413; Statutes 219. C.J.S. Public Administrative Law and Procedure § 95; Statutes § 344.]

authentic interpretation. Interpretation arrived at by asking the drafter or drafting body what the intended meaning was.

“The procedure of referring the doubtful statute to its author has acquired a name in the literature of jurisprudence. It is called ‘authentic interpretation.’ ... [Although] this device has been tried in ... recent times in certain European countries, ... [it] has always failed, and no thoughtful adviser would recommend it to any government today.” Lon L. Fuller, *Anatomy of the Law* 29–30 (1968).

comparative interpretation. A method of statutory construction by which parts of the statute are compared to each other, and the statute as a whole is compared to other documents from the same source on a similar subject.

customary interpretation. Interpretation based on earlier rulings on the same subject. [Cases: Customs and Usages 15. C.J.S. Customs and Usages §§ 21–23.]

extensive interpretation. A liberal interpretation that applies a statutory provision to a case not falling within its literal words.

grammatical interpretation. Interpretation that is based exclusively on the words themselves. [Cases: Statutes 189. C.J.S. Statutes § 324.]

liberal interpretation. Interpretation according to what the reader believes the author reasonably intended, even if, through inadvertence, the author failed to think of it. — Also termed mixed interpretation. [Cases: Federal Civil Procedure 656; Statutes 235. C.J.S. Statutes § 376.]

limited interpretation. See restrictive interpretation.

logical interpretation. Interpretation that departs from the literal words on the ground that there may be other, more satisfactory evidence of the author's true intention. — Also termed rational interpretation.

mixed interpretation. See liberal interpretation.

practical interpretation. See contemporaneous construction under CONSTRUCTION.

rational interpretation. See logical interpretation.

restrictive interpretation. An interpretation that is bound by a principle or principles existing outside the interpreted text. — Also termed restricted interpretation; limited interpretation; interpretatio limitata. Cf. unrestrictive interpretation.

statutory interpretation. See STATUTORY CONSTRUCTION.

strict interpretation. Interpretation according to what the reader believes the author must have been thinking at the time of the writing, and no more. • Typically, this type of reading gives a text a narrow meaning. [Cases: Federal Civil Procedure 656; Statutes 235. C.J.S. Statutes § 376.]

unrestrictive interpretation. Interpretation in good faith, without reference to any specific principle. Cf. restrictive interpretation.

2. The understanding one has about the meaning of something. [Cases: Statutes 174–278. C.J.S. Statutes §§ 306–431.] 3. A translation, esp. oral, from one language to another. 4. CHARACTERIZATION(1). See CONSTRUCTION(2). — interpret, vb. — interpretative, interpretive, adj.

INTERPRETATION CLAUSE

interpretation clause. A legislative or contractual provision giving the meaning of words frequently used or explaining how the document as a whole is to be construed. [Cases: Statutes 179. C.J.S. Statutes § 309.]

INTERPRETATIO VIPERINA

interpretatio viperina (in-t<<schwa>>r-pri-tay-shee-oh vI-p<<schwa>>-rI-n<< schwa>>). [Law Latin “a viper's interpretation”] Hist. A disapproved method of construction, by which ambiguous documents are interpreted in a way that destroys their effectiveness.

INTERPRETATIVE RULE

interpretative rule. Administrative law. 1. The requirement that an administrative agency explain the statutes under which it operates. 2. An administrative rule explaining an agency's interpretation of a statute. — Also termed interpretive rule. Cf. LEGISLATIVE RULE. [Cases: Administrative Law and Procedure 382.1.]

INTERPRETED TESTIMONY

interpreted testimony. See TESTIMONY.

INTERPRETER

interpreter. A person who translates, esp. orally, from one language to another; esp., a person who is sworn at a trial to accurately translate the testimony of a witness who is deaf or who speaks

a foreign language. [Cases: Criminal Law 642; Trial 22; Witnesses 230. C.J.S. Criminal Law § 1152; Trial § 95; Witnesses § 399.]

INTERPRETIVE RULE

interpretive rule. See INTERPRETATIVE RULE.

INTERPRETIVISM

interpretivism. A doctrine of constitutional interpretation holding that judges must follow norms or values expressly stated or implied in the language of the Constitution. Cf. NONINTERPRETIVISM; ORIGINALISM.

“A long-standing dispute in constitutional theory has gone under different names at different times, but today's terminology seems as helpful as any. Today we are likely to call the contending sides ‘interpretivism’ and ‘noninterpretivism’ — the former indicating that judges deciding constitutional issues should confine themselves to enforcing norms that are stated or clearly implicit in the written Constitution, the latter the contrary view that courts should go beyond that set of references and enforce norms that cannot be discovered within the four corners of the instrument.” John Hart Ely, *Democracy and Distrust* 1 (1980).

INTER QUATTUOR PARIETES

inter quattuor parietes (in-t<<schwa>>r kwah-too-<<schwa>>r p<<schwa>>-rI-<<schwa>>-teez), adv. & adj. [Law Latin] Within the four walls.

INTERRACIAL ADOPTION

interracial adoption. See transracial adoption under ADOPTION.

INTERRACIAL MARRIAGE

interracial marriage. See MISCEGENATION.

INTER REGALIA

inter regalia (in-t<<schwa>>r ri-gay-lee-<<schwa>>), adj. [Latin] Included in the royal powers or prerogatives; among other things belonging to the sovereign. — Also termed in patrimonio principis. See REGALIA(1)–(3).

INTERREGNUM

interregnum (in-t<<schwa>>-reg-n<<schwa>>m). 1. An interval between reigns; the time when a throne is vacant between the reign of a sovereign and the accession of a successor. 2. Archaic. Authority exercised during a temporary vacancy of the throne or a suspension of the regular government. 3. A break or pause in a continuous event.

INTERROGATEE

interrogatee (in-ter-<<schwa>>-g<<schwa>>-tee). A person who is interrogated. — Also termed interrogee (in-ter-<<schwa>>-gee).

INTERROGATION

interrogation, n. The formal or systematic questioning of a person; esp., intensive questioning by the police, usu. of a person arrested for or suspected of committing a crime. • The Supreme Court has held that, for purposes of the Fifth Amendment right against self-incrimination, interrogation includes not only express questioning but also words or actions that the police should know are reasonably likely to elicit an incriminating response. *Rhode Island v. Innis*, 446 U.S. 291, 100 S.Ct. 1682 (1980). — interrogate, vb. — interrogative, adj.

custodial interrogation. Police questioning of a detained person about the crime that he or she is suspected of having committed. • Miranda warnings must be given before a custodial interrogation. [Cases: Criminal Law 412.1(4). C.J.S. Criminal Law §§ 897–898, 900, 904.]

investigatory interrogation. Routine, nonaccusatory questioning by the police of a person who is not in custody.

noncustodial interrogation. Police questioning of a suspect who has not been detained and can leave at will. • Miranda warnings are usu. not given before a noncustodial interrogation.

INTERROGATIVE QUESTION

interrogative question. Civil law. In a criminal trial, a question asked of a witness to elicit inadmissible evidence relating to the crime at issue in the case. Cf. ASSERTIVE QUESTION.

INTERROGATOR

interrogator (in-ter-<<schwa>>-gay-t<<schwa>>r). One who poses questions to another.

INTERROGATORY

interrogatory (in-t<<schwa>>-rog-<<schwa>>-tor-ee), n. A written question (usu. in a set of questions) submitted to an opposing party in a lawsuit as part of discovery. See Fed. R. Civ. P. 33. [Cases: Federal Civil Procedure 1471–1542; Pretrial Procedure 241–248. C.J.S. Discovery §§ 4, 8–11, 14–24, 32, 55–61; Pretrial Procedure § 57.]

cross-interrogatory. An interrogatory from a party who has received a set of interrogatories. [Cases: Pretrial Procedure 241–248. C.J.S. Discovery §§ 4, 8–11, 14–24, 32, 55–61; Pretrial Procedure § 57.]

special interrogatory. A written jury question whose answer is required to supplement a general verdict. • This term is not properly used in federal practice, which authorizes interrogatories and special verdicts, but not special interrogatories. Fed. R. Civ. P. 49. The term is properly used, however, in the courts of some states. — Also termed special issue. [Cases: Federal Civil Procedure 2211–2220; Trial 346–366. C.J.S. Trial §§ 818, 820, 824–825, 928–1017.]

INTERROGEE

interrogee. See INTERROGATEE.

IN TERROREM

in terrorem (in te-ror-<<schwa>>m), adv. & adj.[Latin “in order to frighten”] By way of threat; as a warning <the demand letter was sent in terrorem; the client has no intention of actually suing>.

IN TERROREM CLAUSE

in terrorem clause.See NO-CONTEST CLAUSE.

IN TERROREM POPULI

in terrorem populi (in te-ror-<<schwa>>m pop-y<<schwa>>-ll), adv.[Latin] Hist. To the terror of the people. • This phrase was necessary in an indictment for riot.

INTERRUPTIO

interruptio (in-t<<schwa>>r-r<<schwa>>p-shee-oh). [Latin] Interruption. • This word refers to a break in the possession of land that ends a prescriptive claim.

INTERRUPTION

interruption. A break in the period of possession of land, possibly ending a claim to ownership by prescriptive right.

legal interruption.Louisiana law. A break in the running of prescription that occurs when the property's possessor acknowledges another person's ownership rights, or the owner (or obligor) sues the possessor (or obligor).La. Civ. Code arts. 3462, 3464. — Also termed legal interruption of prescription.

natural interruption.Louisiana law. A break of more than one year in a possessor's period of possession after a rightful owner or a third person seizes the real property. La. Civ. Code art. 3465. — Also termed natural interruption of prescription.

INTER RUSTICOS

inter rusticos (in-t<<schwa>>r r<<schwa>>s-ti-kohs), adv.[Latin] Among the unlearned.

INTER SE

inter se (in-t<<schwa>>r seeorsay). [Latin “between or among themselves”] (Of a right or duty) owed between the parties rather than to others. — Also termed inter sese (in-t<<schwa>>r see-see).

“[T]he law of nations is, or at least includes, a branch of natural law, namely, the rules of natural justice as applicable to the relations of states inter se.” John Salmond, *Jurisprudence* 32 (Glanville L. Williams ed., 10th ed. 1947).

INTERSECTION

intersection. A place where two roads meet or form a junction.

INTER SE DOCTRINE

inter se doctrine.Int'l law. The now-defunct doctrine that relations between members of the British Commonwealth were in no circumstances international and were incapable of giving rights and duties under international law.

INTER SESE

inter sese.See INTER SE.

INTERSPOUSAL

interspousal,adj. Between husband and wife.

INTERSPOUSAL IMMUNITY

interspousal immunity.See husband–wife immunity under IMMUNITY(2).

INTERSPOUSAL TORT IMMUNITY

interspousal tort immunity.See husband–wife immunity under IMMUNITY(2).

INTERSTATE

interstate,adj. Between two or more states or residents of different states.

INTERSTATE ADOPTION

interstate adoption.See ADOPTION.

INTERSTATE AGREEMENT

interstate agreement.An agreement between states. Cf. interstate compact under COMPACT. [Cases: States 6. C.J.S. States §§ 31–32, 143.]

INTERSTATE AGREEMENT ON DETAINERS ACT

Interstate Agreement on Detainers Act.A law, originally enacted in 1956, in which the federal government, certain states, and the District of Columbia agree that a state may obtain custody of a prisoner for trial even though the prisoner is already incarcerated in another state. • Under the Act, if a prisoner makes a written request for disposition of the charges in the second state, the second state must try the prisoner within 180 days of the request. 18 USCA App. arts. I–IX. See UNIFORM MANDATORY DISPOSITION OF DETAINERS ACT .

INTERSTATE COMMERCE

interstate commerce.See COMMERCE.

INTERSTATE COMMERCE COMMISSION

Interstate Commerce Commission.The now-defunct federal agency established by the Interstate Commerce Act in 1887 to regulate surface transportation between states by certifying carriers and pipelines and by monitoring quality and pricing. • In December 1995, when Congress eliminated this agency, the Surface Transportation Board (STB) — a three-member board that is a division of the Department of Transportation — assumed most of the agency's duties. — Abbr.

ICC. See SURFACE TRANSPORTATION BOARD. [Cases: Commerce 83. C.J.S. Carriers §§ 6–10.]

INTERSTATE COMPACT

interstate compact. See COMPACT.

INTERSTATE COMPACT ON THE PLACEMENT OF CHILDREN

Interstate Compact on the Placement of Children. An agreement whose purpose is to ensure that when states are involved in the placement or adoption of children across state lines, the states cooperate with each other to facilitate the process and to protect the children. • This compact is intended to secure states' cooperation in investigating the suitability of proposed adoptive homes in an interstate adoption and also to alleviate conflicts that often occur when the agencies and courts of more than one state are involved. The compact has been enacted in almost identical form in all 50 states as well as in the District of Columbia and the Virgin Islands. — Abbr. ICPC. — Often shortened to Interstate Compact.

INTERSTATE EXTRADITION

interstate extradition. See EXTRADITION.

INTERSTATE INCOME-WITHHOLDING ORDER

interstate income-withholding order. A court order entered to enforce a support order of a court of another state by withholding income of the defaulting person. [Cases: Child Support 508(1). C.J.S. Parent and Child §§ 249, 252.]

INTERSTATE LAW

interstate law. 1. INTERNATIONAL LAW. 2. The rules and principles used to determine controversies between residents of different states.

INTERSTATE RENDITION

interstate rendition. See RENDITION(2).

INTERSTATE TRADE

interstate trade. See interstate commerce under COMMERCE.

INTERSUBJECTIVE ZAP

intersubjective zap. In critical legal studies, a so-called spontaneous moment of shared intuition. — Also termed zap.

INTERTWINING DOCTRINE

intertwining doctrine. The principle that if arbitrable and nonarbitrable claims arise from a single transaction and the claims are factually and legally mingled, a court can refuse to compel arbitration of any claims. • This doctrine is of limited effect because the Federal Arbitration Act usu. preempts it.

INTERVENING ACT

intervening act. See intervening cause under CAUSE(1).

INTERVENING AGENCY

intervening agency. See intervening cause under CAUSE(1).

INTERVENING CAUSE

intervening cause. See CAUSE(1).

INTERVENING DAMAGES

intervening damages. See DAMAGES.

INTERVENING FORCE

intervening force. 1. FORCE. 2. See intervening cause under CAUSE(1).

INTERVENING RIGHTS

intervening rights. Patents. An infringement defense based on the right of a person who practiced a patent's broadened claims to continue practicing, even though a patent is later reissued with broader claims because of inadvertent claim errors in the original patent. — Also termed doctrine of intervening rights. 35 USCA § 252, ¶ 2. [Cases: Patents 138(2). C.J.S. Patents §§ 243–244.]

INTERVENOR

intervenor. One who voluntarily enters a pending lawsuit because of a personal stake in it. — Also spelled intervener. [Cases: Federal Civil Procedure 311; Parties 37. C.J.S. Parties §§ 91–93.]

INTERVENTION

intervention, n. 1. The entry into a lawsuit by a third party who, despite not being named a party to the action, has a personal stake in the outcome. See Fed. R. Civ. P. 24. • The intervenor sometimes joins the plaintiff in claiming what is sought, sometimes joins the defendant in resisting what is sought, and sometimes takes a position adverse to both the plaintiff and the defendant. Cf. IMPLEADER; INTERPLEADER. [Cases: Federal Civil Procedure 311; Parties 37. C.J.S. Parties §§ 91–93.] 2. The legal procedure by which such a third party is allowed to become a party to the litigation. — Formerly also termed (in senses 1 & 2) trial of right of property. 3. Int'l law. One nation's interference by force, or threat of force, in another nation's internal affairs or in questions arising between other nations. — intervene, vb. — interventionary, adj.

“Intervention may or may not involve the use of force. It is frequently possible for a powerful state to impair the political independence of another weaker state without actually utilizing its armed forces. This result may be accomplished by lending open approval, as by the relaxation of an arms embargo, to a revolutionary group headed by individuals ready to accept the political or economic dominance of the intervening state. It may be accomplished by the withholding of

recognition of a new government, combined with various forms of economic and financial pressure until the will of the stronger state prevails through the resignation or overthrow of the government disapproved.” Philip C. Jessup, *A Modern Law of Nations* 172–73 (1949).

humanitarian intervention. An intervention by the international community to curb abuses of human rights within a country, even if the intervention infringes the country's sovereignty.

INTERVENTION DUTY

intervention duty. Maritime law. A shipowner's obligation to remedy hazardous working conditions for longshore workers, even though the shipowner did not create the condition, when the shipowner knows of a nonobvious condition arising in an area that cannot be avoided by the longshore workers in performing their duties. Cf. ACTIVE-OPERATIONS DUTY; TURNOVER DUTY. [Cases: Shipping 84(3).]

INTERVERTERE POSSESSIONEM

intervertere possessionem (in-t<<schwa>>r-v<<schwa>>r-t<<schwa>>r-ee p<<schwa>>-zes[h]-ee-oh-n<<schwa>>m). [Latin] Scots law. To intercept possession; to alter the possession. • If a bailee received an item under a bailment and then stole the item, the bailee changed the nature of the possession.

INTERVIEW-SUMMARY FORM

interview-summary form. Patents. A U.S. Patent and Trademark Office form for noting in the record the contents of a conversation, by phone or in person, between a patent examiner and an applicant.

INTER VIRUM ET UXOREM

inter virum et uxorem (in-t<<schwa>>r vI-r<<schwa>>m et <<schwa>>k-sor-<<schwa>>m), adv. & adj. [Latin] Between husband and wife.

INTER VIVOS

inter vivos (in-t<<schwa>>r vI-vohs orvee-vohs), adj. [Latin “between the living”] Of or relating to property conveyed not by will or in contemplation of an imminent death, but during the conveyer's lifetime. — inter vivos, adv.

INTER VIVOS GIFT

inter vivos gift. See GIFT.

INTER VIVOS TRANSFER

inter vivos transfer. See TRANSFER.

INTER VIVOS TRUST

inter vivos trust. See TRUST.

INTESTABILIS

intestabilis (in-tes-tay-b<<schwa>>-lis), adj.[Latin] Hist. Disqualified from being a witness.

INTESTABLE

intestable,adj.1. Not capable of being tested <an intestable DNA sample>.2. Legally incapable of making a will or of benefiting under a will <an insane person is intestable in all states> <the slaying-statute makes killers intestable in relation to their victims>.3. Disqualified from giving evidence, esp. testifying <the witness is intestable because of extreme youth>.

INTESTACY

intestacy (in-tes-t<<schwa>>-see). The state or condition of a person's having died without a valid will.

INTESTATE

intestate (in-tes-tayt), adj.1. Of or relating to a person who has died without a valid will <having revoked her will without making a new one, she was intestate when she died>.2. Of or relating to the property owned by a person who died without a valid will <an intestate estate>. [Cases: Descent and Distribution 19. C.J.S. Descent and Distribution § 4.] 3. Of or relating to intestacy <a spouse's intestate share>. Cf. TESTATE. 4.Archaic. (Of a person) not qualified to testify <the witness could not testify after being found intestate>.

intestate,n. One who has died without a valid will. Cf. TESTATOR.

partial intestate.One who has died with a valid will that does not dispose of all of his or her net probate estate.

INTESTATE LAW

intestate law.The relevant statute governing succession to estates of those who die without a valid will. [Cases: Descent and Distribution 6.C.J.S. Descent and Distribution § 8.]

INTESTATE SHARE

intestate share.See SHARE.

INTESTATE SUCCESSION

intestate succession.See SUCCESSION(2).

INTESTATO

intestato (in-tes-tay-toh), adv.[Latin] Roman law. (Of a succession) without a will.

INTESTATUS

intestatus (in-tes-tay-t<<schwa>>s), n. & adj. [Latin] Roman law. An intestate; a person who dies without a will. • This term had the same meaning in early English law.

IN TESTIMONIUM

in testimonium (in tes-t<<schwa>>-moh-nee-<<schwa>>m), adv. & adj.[Latin] In witness; in

evidence of which. • This phrase sometimes opens attestation clauses.

IN THE COURSE OF EMPLOYMENT

in the course of employment. Workers' compensation. (Of an accident) having happened to an on-the-job employee within the scope of employment. [Cases: Workers' Compensation 614. C.J.S. Workmen's Compensation §§ 379–381.]

IN THESI

in thesi (in thee-sI). [Latin] Hist. In the particular case, which has occurred. Cf. IN HYPOTHESI.

INTIMATE ASSOCIATION, FREEDOM OF

intimate association, freedom of. See FREEDOM OF ASSOCIATION.

INTIMATION

intimation. Scots law. Notice of a legal obligation coupled with a warning of the penalties for failure to comply.

INTIMIDATION

intimidation, n. Unlawful coercion; extortion. • In England, intimidation was established as a tort in the 1964 case of *Rookes v. Barnard*, 1964 App. Cas. 1129 (P.C. 1964) (appeal taken from B.C.). [Cases: Extortion and Threats 34. C.J.S. Threats and Unlawful Communications §§ 29–31.] — intimidate, vb. — intimidatory, adj. — intimidator, n.

“The wrong of intimidation includes all those cases in which harm is inflicted by the use of unlawful threats whereby the lawful liberty of others to do as they please is interfered with. This wrong is of two distinct kinds, for the liberty of action so interfered with may be either that of the plaintiff himself, or that of other persons with resulting damage to the plaintiff.” R.F.V. Heuston, *Salmond on the Law of Torts* 364 (17th ed. 1977).

INTITLE

intitle, vb. Archaic. See ENTITLE.

IN TOTO

in toto (in toh-toh), adv. [Latin “in whole”] Completely; as a whole <the company rejected the offer in toto>.

INTOXICANT

intoxicant, n. A substance (esp. liquor) that deprives a person of the ordinary use of the senses or of reason.

INTOXICATION

intoxication, n. A diminished ability to act with full mental and physical capabilities because

of alcohol or drug consumption; drunkenness. See Model Penal Code § 2.08.[Cases: Criminal Law 52–57; Homicide 821; Negligence 239, 535(14). C.J.S. Criminal Law §§ 109–113; Negligence §§ 128–129, 252.] — intoxicate,vb.

culpable intoxication.See voluntary intoxication.

involuntary intoxication.The ingestion of alcohol or drugs against one's will or without one's knowledge. • Involuntary intoxication is an affirmative defense to a criminal or negligence charge. [Cases: Criminal Law 56. C.J.S. Criminal Law § 111.]

pathological intoxication.An extremely exaggerated response to an intoxicant. • This may be treated as involuntary intoxication if it is unforeseeable.

public intoxication.The appearance of a person who is under the influence of drugs or alcohol in a place open to the general public. • In most American jurisdictions, public intoxication is considered a misdemeanor, and in some states, alcoholism is a defense if the offender agrees to attend a treatment program. [Cases: Chemical Dependents 4.1.]

self-induced intoxication.See voluntary intoxication.

voluntary intoxication.A willing ingestion of alcohol or drugs to the point of impairment done with the knowledge that one's physical and mental capabilities would be impaired. • Voluntary intoxication is not a defense to a general-intent crime, but may be admitted to refute the existence of a particular state of mind for a specific-intent crime. — Also termed culpable intoxication; self-induced intoxication.

INTOXILYZER

intoxilyzer (in-tok-si-II-z<<schwa>>r). See BREATHALYZER.

INTOXIMETER

intoximeter (in-tok-sim-<<schwa>>-t<<schwa>>r). See BREATHALYZER.

INTRA

intra (in-tr<<schwa>>), adv. & adj.[Latin] Within. Cf. INFRA.

“The use of infra (below) in the sense and place of intra (within) is a corruption of very ancient date.... The expression ‘under age’ (the correct literal translation of infra aetatem) indeed, is of more common occurrence than ‘within age.’ But the use of infra in the sense of intra, as expressive of place, is an undoubted barbarism.” 2 Alexander M. Burrill, *A Law Dictionary and Glossary* 75 (2d ed. 1867).

INTRA ANNI SPATIUM

intra anni spatium (in-tr<<schwa>> an-Ispay-shee-<<schwa>>m), adv. & adj.[Latin] Within the space of a year.

INTRACORPORATE CONSPIRACY

intracorporate conspiracy. See CONSPIRACY.

INTRADAY

intraday (in-tr<<schwa>>-day), adj. Occurring within a single day.

INTRA-ENTERPRISE CONSPIRACY

intra-enterprise conspiracy. See CONSPIRACY.

INTRA FAMILIAM

intra familiam (in-tr<<schwa>> f<<schwa>>-mil-ee-<<schwa>>m). [Latin] Hist. Within the family. • The phrase appeared in reference to the status of a child before forisfamiliation. Cf. EXTRA FAMILIAM.

INTRA FIDEM

intra fidem (in-tr<<schwa>> fI-d<<schwa>>m), adj. [Latin] Within belief; credible.

INTRA FINES COMMISSI

intra fines commissi (in-tr<<schwa>> fI-nee-z k<<schwa>>-mis-I). [Law Latin] Hist. Within the limits of the trust. • The phrase appeared in reference to an agent's actions committed within the limits of the agency.

INTRAGOVERNMENTAL

intragovernmental, adj. Within a government; between a single government's departments or officials.

INTRA LEGEM

intra legem. See EQUITY INTRA LEGEM.

INTRALIMINAL RIGHT

intraliminal right (in-tr<<schwa>>-lim-<<schwa>>-n<<schwa>>l). Mining law. The privilege to mine ore in areas within the boundaries of a mineral claim. • In contrast to an extralateral right, an intraliminal right does not give the holder the right to mine a vein of ore outside the lease even if the vein lies mostly within the lease. Cf. APEX RULE.

INTRA LUCTUS TEMPUS

intra luctus tempus (in-tr<<schwa>> l<<schwa>>k-t<<schwa>>s tem-p<<schwa>>s), adv. & adj. [Latin] Within the time of mourning.

INTRA MAENIA

intra maenia (in-tr<<schwa>> mee-nee-<<schwa>>), adv. & adj. [Latin] Hist. Within the walls (of a house). • This term was used most commonly in reference to domestic servants.

INTRANSITIVE COVENANT

intransitive covenant. See COVENANT(1).

IN TRANSITU

in transitu (in tran-si-t[y]oo or tranz-i-t[y]oo). [Latin "in transit; on the journey"] Archaic. Being conveyed from one place to another.

INTRA PARIETES

intra parietes (in-tr<<schwa>> p<<schwa>>-rĭ-<<schwa>>-teez), adv. [Latin] Within one's own walls (i.e., in private). • This phrase was formerly used most commonly in reference to matters settled out of court.

INTRA PATERNAM FAMILIAM

intra paternam familiam (in-tr<<schwa>> p<<schwa>>-t<<schwa>>-n<<schwa>>-m f<<schwa>>-mil-ee-<<schwa>>-m). [Law Latin] Hist. Within the father's family. Cf. EXTRA PATERNAM FAMILIAM.

INTRA QUATTUOR MARIA

intra quattuor maria (in-t<<schwa>>-r kwah-too-<<schwa>>-r mar-ee-<<schwa>>), adv. & adj. [Latin] Within the four seas.

INTRASTATE COMMERCE

intrastate commerce. See COMMERCE.

INTRA TRAJECTUM

intra trajectum (in-tr<<schwa>> tr<<schwa>>-jek-t<<schwa>>-m), adv. & adj. [Latin] In the passage over; on the voyage over. — Also spelled in traiectu.

INTRA TRIDUUM

intra triduum (in-tr<<schwa>> trij-[y]oo-<<schwa>>-m). [Latin] Hist. Within three days.

INTRA VIRES

intra vires (in-tr<<schwa>> vĭ-reez), adj. [Latin "within the powers (of)"] Of or referring to an action taken within a corporation's or person's scope of authority <calling a shareholders' meeting is an intra vires function of the board of directors>. Cf. ULTRA VIRES. — intra vires, adv.

INTRINSEC SERVICE

intrinsec service (in-trin-zik or -sik). Hist. The feudal services owed by a tenant to an immediate lord; the services arising from an agreement between the tenant and the lord. — Also termed intrinsecum servitium (in-trin-si-k<<schwa>>-m s<<schwa>>-r-vish-ee-<<schwa>>-m).

INTRINSIC

intrinsic (in-trin-zik or -sik), adj. Belonging to a thing by its very nature; not dependent on

external circumstances; inherent; essential.

INTRINSIC AMBIGUITY

intrinsic ambiguity. See patent ambiguity under AMBIGUITY.

INTRINSIC EVIDENCE

intrinsic evidence. See EVIDENCE.

INTRINSIC FRAUD

intrinsic fraud. See FRAUD.

INTRINSIC VALUE

intrinsic value. See VALUE(2).

INTRODUCE INTO EVIDENCE

introduce into evidence. To have (a fact or object) admitted into the trial record, allowing it to be considered in the jury's or the court's decision. [Cases: Federal Civil Procedure 2011; Trial 43. C.J.S. Trial § 162.]

INTRODUCTA

introducta (in-tr<<schwa>>-d<<schwa>>k-t<<schwa>>), n. [Latin] Roman law. Personal property brought into a leased apartment by the tenant. • The lessor held a tacit mortgage over introducta to ensure payment of rent. Cf. INVECTA ET ILLATA .

INTRODUCTORY CLAUSE

introductory clause. The first paragraph of a contract, which typically begins with words such as "This Agreement is made on [date] between [parties' names]." — Also termed commencement; exordium.

INTRODUCTORY RECITAL

introductory recital. See RECITAL.

INTROMISSION

intromission (in-tr<<schwa>>-mish-<<schwa>>n). 1. The transactions of an employee or agent with funds provided by an employer or principal; loosely, dealing in the funds of another. 2. Scots law. The act of handling or dealing with the affairs or property of another; the possession of another's property, with or without legal authority.

legal intromission. Scots law. An authorized intromission, such as a creditor's enforcement of a debt.

necessary intromission. Scots law. The intromission occurring when a spouse continues in possession of the deceased spouse's goods, for preservation.

vitious intromission (vish-*<<schwa>>s*). Scots law. Unauthorized dealing with the property of another person, esp. a deceased person. — Also spelled vicious intromission.

“The effect of vitious intromission is to render the heir who is guilty of it liable, under the passive title of vitious intromission, for the debts of the ancestor universally — the severity of this passive title being intended to prevent the carrying off of moveables, which are, from their nature, so liable to embezzlement.” William Bell, *Bell's Dictionary and Digest of the Law of Scotland* 521 (George Watson ed., 1882).

3. Penile penetration into the vagina. See PENETRATION(1).

INTRUDER

intruder. A person who enters, remains on, uses, or touches land or chattels in another's possession without the possessor's consent.

INTRUSION

intrusion, n. 1. A person's entering without permission. See TRESPASS. [Cases: Trespass 12. C.J.S. Trespass § 13.] 2. In an action for invasion of privacy, a highly offensive invasion of another person's seclusion or private life. [Cases: Torts 8.5(4). C.J.S. Right of Privacy and Publicity §§ 7, 9–10, 17–19, 24–25, 34.] — intrude, vb. — intrusive, adj.

INTRUST

intrust, vb. Archaic. See ENTRUST.

INTUITU MATRIMONII

intuitu matrimonii (in-t[y]oo-*<<schwa>>-t[y]oo* ma-tr*<<schwa>>-moh-nee-I*). [Latin] Hist. In the prospect of marriage.

INTUITU MORTIS

intuitu mortis (in-t[y]oo-*<<schwa>>-t[y]oo* mor-tis). [Latin] Hist. In the prospect of death.

INTUS HABET

intus habet (in-t*<<schwa>>s* hay-b*<<schwa>>t*). [Law Latin] Hist. Has in his own hands. • The phrase appeared in reference to the presumption that the pupil's money that is unaccounted for and held by the tutor is sufficient to offset any claim that the tutor may have against the pupil.

IN TUTO

in tuto (in t[y]oo-toh). [Law Latin] Hist. In safety.

INUNDATE

inundate. To overflow or overwhelm; esp., to flood with water.

INURE

inure (in-yoor), vb. 1. To take effect; to come into use <the settlement proceeds must inure to

the benefit of the widow and children>.2. To make accustomed to something unpleasant; to habituate <abused children become inured to violence>. — Also spelled enure. — inurement,n.

INUREMENT

inurement. A benefit; something that is useful or beneficial <a taxable inurement to the benefit of a private person>.

INURIT LABEM REALEM

inurit labem realem (in-yuur-it lay-b<<schwa>>m ree-ay-l<<schwa>>m). [Law Latin] Scots law.QUAE REI INHAERET. Brands (a thing) with a real defect. See LABES REALIS.

IN UTERO

in utero (in yoo-t<<schwa>>-roh). [Latin “in the uterus”] In the womb; during gestation or before birth <child in utero>.

IN UTROQUE JURE

in utroque jure (in yuu-troh-kwee joor-ee), adv. & adj.[Latin] In both laws — that is, civil law and canon law.

INVADIARE

invadiare (in-vay-dee-air-ee), vb.[Law Latin] Hist. To pledge or mortgage land.

INVADIATIO

invadiatio (in-vay-dee-ay-shee-oh). [Law Latin] Hist. A pledge or mortgage. Cf. VADIATIO.

INVADIATUS

invadiatus (in-vay-dee-ay-t<<schwa>>s). [Law Latin] Hist. A person who is under a pledge.

INVALID

invalid (in-val-id), adj.1. Not legally binding <an invalid contract>.2. Without basis in fact <invalid allegations>.

invalid (in-v<<schwa>>-lid), n. A person who, because of serious illness or other disability, lacks the physical or mental capability of managing his or her day-to-day life. [Cases: Guardian and Ward 9.5; Mental Health 3. C.J.S. Insane Persons§§ 2, 6.]

INVALID AGREEMENT

invalid agreement.See invalid contract under CONTRACT.

INVALID CONTRACT

invalid contract.See CONTRACT.

INVALID WILL

invalid will. See WILL.

INVASION

invasion. 1. A hostile or forcible encroachment on the rights of another.

intentional invasion. A hostile or forcible encroachment on another's interest in the use or enjoyment of property, esp. real property, though not necessarily inspired by malice or ill will.

2. The incursion of an army for conquest or plunder. 3. Trusts. A withdrawal from principal. • In the third sense, the term is used as a metaphor. [Cases: Trusts 276. C.J.S. Trover and Conversion §§ 539–541.] — invade, vb.

INVASION OF PRIVACY

invasion of privacy. An unjustified exploitation of one's personality or intrusion into one's personal activities, actionable under tort law and sometimes under constitutional law. See RIGHT OF PRIVACY. [Cases: Torts 8.5. C.J.S. Right of Privacy and Publicity § 2.]

invasion of privacy by appropriation. The use of another's name or likeness for one's own benefit, esp. commercial gain. • This misappropriation tort protects one's property right to the economic benefits flowing from the commercial use of one's face or name.

invasion of privacy by false light. The use of publicity to place another in a false light in the public eye. • The false light may or may not be defamatory or fictional, but the public use must be one that a reasonable person would object to under the circumstances. See FALSE LIGHT(1).

invasion of privacy by intrusion. An offensive, intentional interference with a person's seclusion or private affairs.

invasion of privacy by public disclosure of private facts. The public revelation of private information about another in an objectionable manner. • Even if the information is true and nondefamatory, a cause of action may arise.

INVECTA ET ILLATA

invecta et illata (in-vek-t<<schwa>> et i-lay-t<<schwa>>). [Latin “(things) carried in and (things) brought in”] Roman law. Goods brought onto a rural or urban leasehold by the lessee. • The lessor held a tacit mortgage over the goods to ensure payment of rent. Cf. INTRODUCTA.

INVEIGLE

inveigle (in-vay-g<<schwa>>l), vb. To lure or entice through deceit or insincerity <she blamed her friend for inveigling her into the investment>. — inveiglement, n.

INVENT

invent, vb. To create (something) for the first time.

INVENTED CONSIDERATION

invented consideration. See CONSIDERATION(1).

INVENTIO

inventio (in-ven-shee-oh), n. [Latin] Roman law. A thing found; a finding. • Beginning in the reign of Hadrian, the finder of treasure either acquired title to the property or shared it with the landowner on whose land it was found. See TREASURE TROVE; THESAURI INVENTIO. Pl. inventiones (in-ven-shee-oh-nee-z).

INVENTION

invention, n. Patents. 1. A patentable device or process created through independent effort and characterized by an extraordinary degree of skill or ingenuity; a newly discovered art or operation. • Invention embraces the concept of nonobviousness. [Cases: Patents 16(1). C.J.S. Patents § 68.] 2. The act or process of creating such a device or process. 3. Generally, anything that is created or devised. — invent, vb.

“The truth is, the word cannot be defined in such manner as to afford any substantial aid in determining whether a particular device involves an exercise of the inventive faculty or not. In a given case we may be able to say that there is present invention of a very high order. In another we can see that there is lacking that palpable something that distinguishes invention from simple mechanical skill. Courts, adopting fixed principles as a guide, have by a process of exclusion determined that certain variations in old devices do or do not involve invention; but whether the variation relied upon in a particular case is anything more than ordinary mechanical skill is a question which cannot be answered by applying the test of any general definition.” *McClain v. Ortmyer*, 141 U.S. 419, 427, 12 S.Ct. 76, 78 (1891).

“An ‘invention’ is any art, machine, manufacture, design, or composition of matter, or any new and useful improvement thereof, or any variety of plant, which is or may be patentable under the patent laws. [37 CFR § 501.3(d).]” 60 Am. Jur. 2d Patents § 894, at 601 n.98 (1987).

abandoned invention. An invention that an inventor has either deliberately stopped trying to exploit, or else acted in a way that precludes claiming the invention in a later patent. • Under § 102(c) of the Patent Act, abandonment bars a patent on that invention. But abandonment of an imperfect form of an invention does not bar a patent on a later-perfected form. Unless publicly known, an abandoned invention is not prior art to a later inventor. Under § 102(g) of the Patent Act, abandonment of the same invention by a first inventor also prevents the first inventor from blocking the second inventor's patent application in an interference. Cf. ABANDONED APPLICATION.

distinct invention. One part of an invention that can be used on its own, and the absence of which will not prevent the remainder of the invention from working. • When the subject matter of a patent application is found to be multiple distinct inventions, the examiner requires the inventor to restrict the application to a single invention. See RESTRICTION(4). Cf. independent invention.

improvement invention. A nontrivial and nonobvious betterment of an existing device or process. • The improvement may be patented, but the protection applies only to the improvement, not to the invention improved on.

independent invention. An invention that bears no relation to another invention, esp. to another invention covered in the same patent application. • A single patent may not cover multiple independent inventions; the applicant must elect one and drop any others from the application. See RESTRICTION(4). Cf. distinct invention.

new-use invention. Discovery of a new use for an existing invention. • As long as the new use is nonobvious — and actually useful — it may be patented. 35 USCA §§ 101–102.

small invention. See UTILITY MODEL.

software-based invention. A device or machine that uses innovative software to achieve results. • A software-based invention, process, or method may qualify for a patent, but the physical components and the underlying software are usu. not separately patentable.

INVENTIVELY NEW

inventively new, adj. Patents. Original in any way. • The phrase is sometimes used to distinguish “new” in the usual sense from the term of art in patent law.

INVENTORY

inventory, n. 1. A detailed list of assets; esp., an executor's or administrator's detailed list of the probate-estate assets <make an inventory of the estate>. • The term also sometimes denotes a divorcing spouse's detailed list of all his or her marital and separate assets and liabilities. — Also termed inventory and appraisal. See PROBATE ESTATE; ACCOUNTING. [Cases: Executors and Administrators 62–73. C.J.S. Executors and Administrators §§ 152–162.] 2. Accounting. The portion of a financial statement reflecting the value of a business's raw materials, works-in-progress, and finished products <the company's reported inventory was suspiciously low>. 3. Raw materials or goods in stock <the dealership held a sale to clear out its October inventory>. 4. Bankruptcy. Personal property leased or furnished, held for sale or lease, or to be furnished under a contract for service; raw materials, work in process, or materials used or consumed in a business, including farm products such as crops or livestock <the debtor was found to have inventory that was valued at \$300,000>. — inventory, vb.

“Section 547 itself defines ‘inventory’ and ‘receivable.’ Do not use the U.C.C. definitions of these terms, or the definitions of them learned in business law classes. It is especially important to note that, for purposes of section 547, ‘inventory’ includes ‘farm products such as crops or livestock’” David G. Epstein et al., Bankruptcy § 6-35, at 351 (1993).

INVENTORY FEE

inventory fee. A probate court's fee for services rendered to a decedent's estate.

INVENTORY SEARCH

inventory search. See SEARCH.

INVENTORY-TURNOVER RATIO

inventory-turnover ratio. Accounting. The result of dividing the cost of goods by the average

inventory. • This calculation is used to determine the effectiveness of the company's inventory-management policy.

IN VENTRE SA MERE

in ventre sa mere (in ven-tree sa mer). See EN VENTRE SA MERE.

INVENTUS

inventus (in-ven-t<<schwa>>s), p.pl.[Latin] Found. • This word appears in various phrases, such as thesaurus inventus (“treasure trove”) and non est inventus (“he is not found”).

INVERITARE

inveritare (in-ve-r<<schwa>>-tair-ee), vb.[Law Latin] To make proof of a thing.

INVERSE CONDEMNATION

inverse condemnation.See CONDEMNATION.

INVERSE FLOATER

inverse floater.See inverse-floating-rate note under NOTE(1).

INVERSE-FLOATING-RATE NOTE

inverse-floating-rate note.See NOTE(1).

INVERSE-ORDER-OF-ALIENATION DOCTRINE

inverse-order-of-alienation doctrine.The principle that if one has not collected on the mortgage or lien on a property sold off in successive parcels, one may collect first from the parcel still held by the original owner, then from the parcel sold last, then next to last, and so on until the amount has been satisfied. — Also termed rule of marshaling liens. [Cases: Mortgages 290. C.J.S. Mortgages §§ 436–439.]

INVERSE ZONING

inverse zoning.See ZONING.

INVERSO ORDINE

inverso ordine (in-v<<schwa>>r-soh or-d<<schwa>>-nee). [Latin] Hist. Contrary to rule.

INVERTED MARKET

inverted market.See BACKWARDATION.

INVEST

invest,vb.1. To supply with authority or power <the U.S. Constitution invests the President with the power to conduct foreign affairs>.2. To apply (money) for profit <Jillson invested her entire savings in the mutual fund>.3. To make an outlay of money for profit <Baird invested in stocks>.

INVESTIGATE

investigate, vb. 1. To inquire into (a matter) systematically; to make (a suspect) the subject of a criminal inquiry <the police investigated the suspect's involvement in the murder>. 2. To make an official inquiry <after the judge dismissed the case, the police refused to investigate further>.

INVESTIGATING BUREAU

investigating bureau. See CREDIT-REPORTING BUREAU.

INVESTIGATING MAGISTRATE

investigating magistrate. See MAGISTRATE.

INVESTIGATIVE DETENTION

investigative detention. See DETENTION.

INVESTIGATIVE GRAND JURY

investigative grand jury. See GRAND JURY.

INVESTIGATORY DETENTION

investigatory detention. See STOP AND FRISK.

INVESTIGATORY INTERROGATION

investigatory interrogation. See INTERROGATION.

INVESTIGATORY POWER

investigatory power. See POWER(3).

INVESTIGATORY STOP

investigatory stop. See STOP AND FRISK.

INVESTITIVE FACT

investitive fact. See FACT.

INVESTITIVE PUBLICATION

investitive publication. See PUBLICATION.

INVESTITURE

investiture (in-ves-t<<schwa>>-chuur). 1. The act of formally installing a person in a ceremony in which the person is clothed in the insignia of the office's position or rank; esp., the installation of a cleric in office. 2. LIVERY OF SEISIN.

INVESTMENT

investment. 1. An expenditure to acquire property or assets to produce revenue; a capital

outlay. [Cases: Contracts 193.]

fixed-dollar investment. An investment whose value is the same when sold as it was when purchased. • Examples are bonds held to maturity, certain government securities, and savings accounts.

fixed-income investment. An investment (including preferred stock) that pays a fixed dividend throughout its life and is not redeemable unless the corporation makes a special call.

net investment. 1. The net cash required to start a new project. 2. The gross investment in capital goods less capital consumption, including depreciation.

2. The asset acquired or the sum invested. 3. INVESTITURE(1). 4. LIVERY OF SEISIN.

INVESTMENT ADVISER

investment adviser. A person who, for pay, advises others, either directly or through publications or writings, about the value of securities or the advisability of investing in, purchasing, or selling securities, or who is in the business of issuing reports on securities. • The term generally excludes an employee of an investment adviser; a depository institution, such as a bank; lawyers, accountants, engineers, and teachers whose investment advice is solely incidental to the practice of their profession; a broker-dealer whose advice is incidental to the conduct of business and who receives no special compensation for that advice; and publishers of bona fide newspapers, newsmagazines, or business or financial publications of general, regular, or paid circulation. [Cases: Securities Regulation 223–224. C.J.S. Securities Regulation §§ 360–365.]

INVESTMENT ADVISORS ACT

Investment Advisors Act. A federal statute — administered by the Securities and Exchange Commission — that regulates investment advisers. 15 USCA §§ 80b-1 et seq. [Cases: Securities Regulation 223–224. C.J.S. Securities Regulation §§ 360–365.]

INVESTMENT BANK

investment bank. See BANK.

INVESTMENT BANKER

investment banker. A person or institution that underwrites, sells, or assists in raising capital for businesses, esp. for new issues of stocks or bonds; a trader at an investment bank. See investment bank under BANK.

INVESTMENT BANKING

investment banking. The business of underwriting or selling securities; esp., the marketing of new stocks or bonds.

“The term ‘investment banking’ can be used to encompass [underwriting, and acting as a dealer, broker, and market maker], and any person in a firm performing any of those functions could be called an investment banker. By convention, however, those terms are used less broadly.

In large securities firms, for example, there are a number of departments. The one most visible to the public handles trades for individuals. The technical term for the persons working with customers in that department is 'registered representative,' but those persons are often called brokers or stockbrokers. Insiders would not call them investment bankers. A department almost invisible to the public handles underwritings and performs a wide range of services primarily for client companies. Among those are: (1) assisting companies in the sale of securities, almost always in large amounts, to such private purchasers as insurance companies; (2) finding acquisition partners for companies that wish to acquire or be acquired by others; and (3) giving financial advice of various sorts to client companies. That department is likely to be called the investment banking department. In any case, its functions are at the heart of the insiders' conception of investment banking." Larry D. Soderquist & Theresa A. Gabaldon, *Securities Law* 30 (1998).

INVESTMENT BILL

investment bill. See BILL(6).

INVESTMENT COMPANY

investment company. See COMPANY.

INVESTMENT COMPANY ACT

Investment Company Act. A 1940 federal statute enacted to curb financial malpractices and abuses by regulating investment-company activities and transactions — specifically, by requiring registration of investment companies and prohibiting transactions by unregistered companies; by making certain persons ineligible as affiliated persons or underwriters; by regulating affiliations of directors, officers, and employees; by barring changes in investment policy without shareholder approval; and by regulating contracts of advisers and underwriters. 15 USCA §§ 80a-1 et seq. [Cases: Securities Regulation 211–222. C.J.S. Securities Regulation §§ 332–359.]

INVESTMENT CONTRACT

investment contract. 1. A contract in which money is invested in a common enterprise with profits to come solely from the efforts of others; an agreement or transaction in which a party invests money in expectation of profits derived from the efforts of a promoter or other third party. 2. A transaction in which an investor furnishes initial value or risk capital to an enterprise, a portion of that amount being subjected to the risks of the enterprise. • In such an arrangement, the investor typically does not receive the right to exercise control over the managerial decisions of the enterprise. [Cases: Securities Regulation 5.10, 252. C.J.S. Securities Regulation §§ 3, 9–10, 33, 381–382, 384–386, 392.]

“[A]n investment contract for purposes of the Securities Act means a contract, transaction or scheme whereby a person invests his money in a common enterprise and is led to expect profits solely from the efforts of the promoter or a third party.... It embodies a flexible rather than a static principle, one that is capable of adaptation to meet the countless and variable schemes devised by those who seek the use of the money of others on the promise of profits.” *SEC v. Howey Co.*, 328 U.S. 293, 298–99, 66 S.Ct. 1100, 1103 (1946).

guaranteed investment contract. An investment contract under which an institutional investor invests a lump sum (such as a pension fund) with an insurer that promises to return the principal (the lump sum) and a certain amount of interest at the contract's end. — Abbr. GIC.

INVESTMENT-DIRECTION AGREEMENT

investment-direction agreement. A contract by which a trustee agrees not to diversify the trust's assets, even though the trustee has the legal right to do so, and the beneficiary agrees to hold the trustee harmless for any losses resulting from not diversifying. — Abbr. IDA.

INVESTMENT DISCRETION

investment discretion. The ability of a person to (1) determine what will be purchased or sold by or for an account, (2) decide what will be purchased or sold by or for the account even though another may have the responsibility, or (3) influence the purchase or sale of securities or property in a way that, according to an administrative agency such as the Securities and Exchange Commission, should be subject to the agency's governing rules and regulations.

INVESTMENT-GRADE BOND

investment-grade bond. See BOND(3).

INVESTMENT-GRADE RATING

investment-grade rating. Any of the top four symbols (AAA, AA, A, or BAA) given to a bond after an appraisal of its quality by a securities-evaluation agency such as Moody's. • The rating indicates the degree of risk in an investment in the bond.

INVESTMENT INCOME

investment income. See unearned income (1) under INCOME.

INVESTMENT INDEBTEDNESS

investment indebtedness. Tax. Debt incurred by a taxpayer to acquire or carry assets that may produce income. • The Internal Revenue Code limits the amount of deductible interest on this type of debt.

INVESTMENT PROPERTY

investment property. Any asset purchased to produce a profit, whether from income or resale.

INVESTMENT SECURITY

investment security. See SECURITY.

INVESTMENT TAX CREDIT

investment tax credit. See TAX CREDIT.

INVESTMENT TRUST

investment trust. See investment company under COMPANYY.

INVESTOR

investor. 1. A buyer of a security or other property who seeks to profit from it without exhausting the principal. 2. Broadly, a person who spends money with an expectation of earning a profit.

accredited investor. An investor treated under the Securities Act of 1933 as being knowledgeable and sophisticated about financial matters, esp. because of the investor's large net worth. • In a securities offering that is exempt from registration, an accredited investor (either a person or an entity) is not entitled to protection under the Act's disclosure provisions, although the investor does keep its remedies for fraud. [Cases: Securities Regulation 18.11. C.J.S. Securities Regulation § 64.]

institutional investor. One who trades large volumes of securities, usu. by investing other people's money into large managed funds. • Institutional investors are often pension funds, investment companies, trust managers, or insurance companies. See MUTUAL FUND.

qualified investor. Securities. An investor who is an individual and has an investment portfolio worth at least \$5 million, or a company that owns or manages investments worth at least \$25 million.

sophisticated investor. Securities. An investor who has sufficient knowledge and experience of financial matters to be capable of evaluating a security's qualities. • Sophisticated investors do not require the full protection of securities laws.

INVIDIOUS DISCRIMINATION

invidious discrimination (in-vid-ee-<<schwa>>s di-skrim-<<schwa>>-nay-sh<< schwa>>n). See DISCRIMINATION.

IN VINCULIS

in vinculis (in ving-ky<<schwa>>-lis). [Latin "in chains"] In actual custody.

"The engagement of a magistrate to an accomplice, that if he will give his evidence, he will experience favor, is merely in the nature of a recommendation to mercy, for no authority is given to a justice of the peace to pardon an offender, and to tell him that he shall be a witness against others. He is not therefore assured of his pardon, but gives his evidence in vinculis, in custody; and it depends on his behaviour, whether he shall or shall not be admitted to mercy." 1 Joseph Chitty, *A Practical Treatise on the Criminal Law* 82–83 (2d ed. 1826).

INVIOLABILITY

invioability (in-vI-<<schwa>>-l<<schwa>>-bil-<<schwa>>-tee), n. The quality or fact of being safe from violation.

INVIOLABLE

invioable (in-vI-<<schwa>>-l<<schwa>>-b<<schwa>>l), adj. Safe from violation; incapable of being violated. — invioability, n.

INVIOLATE

inviolate (in-vI-<<schwa>>-lit), adj. Free from violation; not broken, infringed, or impaired.

IN VIRIDI OBSERVANTIA

in viridi observantia (in vir-<<schwa>>-dI ob-z<<schwa>>r-van-shee-<<schwa>>), adj.[Latin "in fresh observance"] Present to the minds of people, and in full force and operation.

INVISIBLE

invisible,adj. Accounting. Not reported in a financial statement <invisible earnings>.

INVITATION

invitation,n. Torts. In the law of negligence, the enticement of others to enter, remain on, or use property or its structures; conduct that justifies others in believing that the possessor wants them to enter. Cf. PERMISSION (3). [Cases: Negligence 1037.] — invite,vb.

INVITATION TO NEGOTIATE

invitation to negotiate.A solicitation for one or more offers, usu. as a preliminary step to forming a contract. — Also termed invitation seeking offers; invitation to bid; invitation to treat; solicitation for bids; preliminary letter; offer to chaffer. Cf. OFFER. [Cases: Contracts 16. C.J.S. Contracts §§ 37–41, 44, 46, 55–56, 58.]

INVITED ERROR

invited error.See ERROR(2).

INVITEE

invitee (in-vI-tee). A person who has an express or implied invitation to enter or use another's premises, such as a business visitor or a member of the public to whom the premises are held open. • The occupier has a duty to inspect the premises and to warn the invitee of dangerous conditions. — Also termed licensee with an interest. Cf. LICENSEE(2); TRESPASSER; BUSINESS VISITOR(1). [Cases: Negligence 1037(2). C.J.S. Negligence § 565.]

public invitee.An invitee who is invited to enter and remain on property for a purpose for which the property is held open to the public. [Cases: Negligence 1037(5).]

INVITER

inviter. One who expressly or impliedly invites another onto the premises for business purposes. — Also spelled invitor. Cf. INVITEE.

INVITO DEBITORE

invito debitore (in-vI-toh deb-i-tor-ee). [Latin] Roman law. Without the consent of a debtor. • A creditor could assign and a third party could pay a debt invito debitore.

INVITO DOMINO

invito domino (in-vI-toh dom-<<schwa>>-noh). [Latin] Roman law. Against the will of the owner. • The common-law doctrine of theft was that the taking must be invito domino.

INVITOR

invitor. See INVITER.

INVITO SUPERIORE

invito superiore (in-vI-toh s[y]oo-peer-ee-or-ee). [Law Latin] Scots law. Without the consent of the superior. • Ordinarily, a vassal could not renounce a fee without the superior's consent.

IN VITRO FERTILIZATION

in vitro fertilization. A procedure by which an egg is fertilized outside a woman's body and then inserted into the womb for gestation. — Abbr. IVF. Cf. ARTIFICIAL INSEMINATION; IN VIVO FERTILIZATION; ZYGOTE INTRAFALLOPIAN TRANSFER ; GAMETE INTRAFALLOPIAN TRANSFER.

IN VIVO FERTILIZATION

in vivo fertilization. The process in which an egg is fertilized inside a woman's body. Cf. ARTIFICIAL INSEMINATION; IN VITRO FERTILIZATION; ZYGOTE INTRAFALLOPIAN TRANSFER ; GAMETE INTRAFALLOPIAN TRANSFER.

INVOCATION

invocation. 1. The act of calling upon for authority or justification. 2. The act of enforcing or using a legal right <an invocation of the contract clause>.

INVOICE

invoice, n. An itemized list of goods or services furnished by a seller to a buyer, usu. specifying the price and terms of sale; a bill of costs. [Cases: Evidence 355(3).] — invoice, vb.

consular invoice. An invoice used to hasten the entry of goods into a country by bearing the signature of the country's consul as assurance that the shipment's contents have been preverified for quantity and value. [Cases: Customs Duties 64. C.J.S. Customs Duties §§ 80–81.]

sales invoice. A document showing details of a purchase or sale, including price and quantity of merchandise. [Cases: Sales 28. C.J.S. Sales §§ 68–73.]

INVOICE BOOK

invoice book. A journal into which invoices are copied.

INVOLUNTARY

involuntary, adj. Not resulting from a free and unrestrained choice; not subject to control by the will. — involuntariness, n.

“[T]he law, like everyday thought, usually confines the notion of involuntary to that subclass

of cases which involve purely physical, physiological, or psychological movements of our limbs, like reflexes and convulsions, movements in sleep, during sleepwalking, or under hypnosis, or due to some disease of the brain, lunacy, or automatism.” Alan R. White, *Grounds of Liability* 60–61 (1985).

INVOLUNTARY ALIENATION

involuntary alienation. See ALIENATION.

INVOLUNTARY BAILMENT

involuntary bailment. See BAILMENT.

INVOLUNTARY BANKRUPTCY

involuntary bankruptcy. See BANKRUPTCY.

INVOLUNTARY CONFESSION

involuntary confession. See CONFESSION.

INVOLUNTARY CONVERSION

involuntary conversion. See CONVERSION(2).

INVOLUNTARY CONVEYANCE

involuntary conveyance. See involuntary alienation under ALIENATION.

INVOLUNTARY DEPOSIT

involuntary deposit. See DEPOSIT(5).

INVOLUNTARY DISMISSAL

involuntary dismissal. See DISMISSAL(1).

INVOLUNTARY DISSOLUTION

involuntary dissolution. See DISSOLUTION.

INVOLUNTARY EUTHANASIA

involuntary euthanasia. See EUTHANASIA.

INVOLUNTARY GAP CLAIM

involuntary gap claim. See CLAIM(5).

INVOLUNTARY INTOXICATION

involuntary intoxication. See INTOXICATION.

INVOLUNTARY LIEN

involuntary lien. See LIEN.

INVOLUNTARY MANSLAUGHTER

involuntary manslaughter. See **MANSLAUGHTER**.

INVOLUNTARY NONSUIT

involuntary nonsuit. See **NONSUIT(2)**.

INVOLUNTARY PAYMENT

involuntary payment. See **PAYMENT**.

INVOLUNTARY PETITION

involuntary petition. See **PETITION**.

INVOLUNTARY PROCEEDING

involuntary proceeding. See involuntary bankruptcy under **BANKRUPTCY**.

INVOLUNTARY SERVITUDE

involuntary servitude. See **SERVITUDE(3)**.

INVOLUNTARY STRANDING

involuntary stranding. See accidental stranding under **STRANDING**.

INVOLUNTARY SURETYSHIP

involuntary suretyship. See **SURETYSHIP**.

INVOLUNTARY TRUST

involuntary trust. See constructive trust under **TRUST**.

IN WITNESS WHEREOF

in witness whereof. The traditional beginning of the concluding clause (termed the testimonium clause) of a will or deed. See **TESTIMONIUM CLAUSE**.

IO

IO. abbr. **BUREAU OF INTERNATIONAL ORGANIZATION AFFAIRS**.

IOLTA

IOLTA (I-ohl-t<<schwa>>). abbr. **INTEREST ON LAWYERS' TRUST ACCOUNTS**.

IO MORTGAGE

IO mortgage. See interest-only mortgage under **MORTGAGE**.

IOU

IOU (I-oh-yoo). [abbr. "I owe you"] 1. A memorandum acknowledging a debt. 2. The debt

itself. — Also termed due-bill.

IP

IP.abbr.1.INTELLECTUAL PROPERTY. 2. See interested party under PARTY. 3. See interested person under PERSON.

IPD

IPD.abbr.IN PRAESENTIA DOMINORUM.

IPO

IPO. See initial public offering under OFFERING.

IPSE

ipse (ip-see). [Latin “he himself”] The same; the very person.

IPSE DIXIT

ipse dixit (ip-see dik-sit). [Latin “he himself said it”] Something asserted but not proved <his testimony that she was a liar was nothing more than an ipse dixit>. [Cases: Evidence 555.4(1). C.J.S. Evidence §§ 604, 652.]

IPSISSIMA VERBA

ipsissima verba (ip-sis-<<schwa>>-m<<schwa>> v<<schwa>>r-b<<schwa>>). [Latin “the very (same) words”] The exact words used by somebody being quoted <on its face, the ipsissima verba of the statute supports the plaintiff's position on the ownership issue>.

IPSO FACTO

ipso facto (ip-soh fak-toh). [Latin “by the fact itself”] By the very nature of the situation <if 25% of all contractual litigation is caused by faulty drafting, then, ipso facto, the profession needs to improve its drafting skills>. [Cases: Bankruptcy 3109. C.J.S. Bankruptcy §§ 220–221.]

IPSO FACTO CLAUSE

ipso facto clause.A contract clause that specifies the consequences of a party's bankruptcy. — Also termed bankruptcy clause.

IPSO JURE

ipso jure (ip-soh joor-ee). [Latin “by the law itself”] By the operation of the law itself <despite the parties' actions, the property will revert to the state, ipso jure, on May 1>.

IPSUM CORPUS

ipsum corpus (ip-s<<schwa>>m kor-p<<schwa>>s). [Latin] Roman law. The thing itself. • The phrase typically referred to a specific item that had to be delivered to a purchaser or legatee.

IRA

IRA (I-ahr-ayorI-r<<schwa>>).abbr.INDIVIDUAL RETIREMENT ACCOUNT.

IRAC

IRAC (I-rak). A mnemonic acronym used mostly by law students and their writing instructors, esp. as a method of answering essay questions on law exams. • The acronym is commonly said to stand for either (1) issue, rule, application, conclusion, or (2) issue, rule, analysis, conclusion.

IRA MOTUS

ira motus (I-r<<schwa>> moh-t<<schwa>>s), adj.[Latin] Moved or excited by anger or passion. • This term was formerly used in the plea of son assault demesne.

IRC

IRC.abbr.INTERNAL REVENUE CODE.

IRD

IRD. See income in respect of a decedent under INCOME.

IRE AD LARGUM

ire ad largum (I-ree ad lahr-g<<schwa>>m), vb.[Latin] To go at large; i.e., to be released from judicial restraint.

IRON-SAFE CLAUSE

iron-safe clause.A provision in a fire-insurance policy requiring the insured to preserve the books and inventory records of a business in a fireproof safe. [Cases: Insurance 3054. C.J.S. Insurance §§ 573, 675.]

IRR

IRR. See internal rate of return under RATE OF RETURN.

IRRATIONAL

irrational,adj. Not guided by reason or by a fair consideration of the facts < an irrational ruling>. See ARBITRARY.

IRREBUTTABLE PRESUMPTION

irrebuttable presumption.See conclusive presumption under PRESUMPTION.

IRRECONCILABLE DIFFERENCES

irreconcilable differences.Persistent and unresolvable disagreements between spouses, leading to the breakdown of the marriage. • These differences may be cited — without specifics — as grounds for no-fault divorce. At least 33 states have provided that irreconcilable differences are a basis for divorce. Cf. IRRETRIEVABLE BREAKDOWN OF THE MARRIAGE;

INCOMPATIBILITY. [Cases: Divorce 12, 34. C.J.S. Divorce §§ 13–19, 70.]

IRRECUSABLE

irrecusable,adj. (Of an obligation) that cannot be avoided, although made without one's consent, as the obligation to not strike another without some lawful excuse. Cf. RECUSABLE(1).

IRREDEEMABLE BOND

irredeemable bond.See annuity bond under BOND(3).

IRREDEEMABLE GROUND RENT

irredeemable ground rent.See ground rent (2) under RENT(1).

IRREFRAGABLE

irrefragable (i-ref-r<<schwa>>-g<<schwa>>-b<<schwa>>l), adj. Unanswerable; not to be controverted; impossible to refute <the defense feebly responded to the prosecution's irrefragable arguments>.

IRREGULAR

irregular,adj. Not in accordance with law, method, or usage; not regular.

IRREGULAR INDORSEMENT

irregular indorsement.See INDORSEMENT.

IRREGULARITY

irregularity. 1. Something irregular; esp., an act or practice that varies from the normal conduct of an action. 2.Eccles. law. An impediment to clerical office.

IRREGULAR JUDGMENT

irregular judgment.See JUDGMENT.

IRREGULAR PROCESS

irregular process.See PROCESS.

IRREGULAR SUCCESSION

irregular succession.See SUCCESSION(2).

IRRELEVANCE

irrelevance,n.1. The quality or state of being inapplicable to a matter under consideration. — Also termed irrelevancy. [Cases: Evidence 99.C.J.S. Evidence § 2–5, 197–199, 204, 206.] 2.IRRELEVANCY (1).

IRRELEVANCY

irrelevancy,n.1. Something not relevant. — Also termed irrelevance. [Cases: Evidence 99.

C.J.S. Evidence §§ 2–5, 197–199, 204, 206.] 2.IRRELEVANCE(1).

IRRELEVANT

irrelevant (i-rel-*<<schwa>>-v<<schwa>>nt*), adj.1. (Of evidence) having no probative value; not tending to prove or disprove a matter in issue. — Also termed impertinent. Cf. IMMATERIAL. [Cases: Evidence 99. C.J.S. Evidence §§ 2–5, 197–199, 204, 206.] 2. (Of a pleaded allegation) having no substantial relation to the action, and will not affect the court's decision. — irrelevance,n.

IRRELEVANT EVIDENCE

irrelevant evidence.See EVIDENCE.

IRREMEDIAL BREAKDOWN OF THE MARRIAGE

irremedial breakdown of the marriage.See IRRETRIEVABLE BREAKDOWN OF THE MARRIAGE .

IRREPARABLE DAMAGES

irreparable damages.See DAMAGES.

IRREPARABLE HARM

irreparable harm.See irreparable injury under INJURY.

IRREPARABLE INJURY

irreparable injury.See INJURY.

IRREPARABLE-INJURY RULE

irreparable-injury rule (i-rep-*<<schwa>>-r<<schwa>>-b<<schwa>>l*). The principle that equitable relief (such as an injunction) is available only when no adequate legal remedy (such as monetary damages) exists. • Although this rule is one that courts continue to cite, the courts do not usu. follow it literally in practice. — Also termed adequacy test. [Cases: Injunction 14, 138.6. C.J.S. Injunctions §§ 24, 27–28.]

“The irreparable injury rule has received considerable scholarly attention. In 1978, Owen Fiss examined the possible reasons for the rule and found them wanting. A vigorous debate over the economic wisdom of applying the rule to specific performance of contracts began about the same time, and soon came to center on the transaction costs of administering the two remedies. Both Fiss and Dan Dobbs have noted that the rule does not seem to be taken very seriously, and in a review of Fiss's book, I argued that the definition of adequacy pulls most of the rule's teeth. The Restatement (Second) of Torts dropped the rule from the blackletter and condemned it as misleading, but replaced it only with a long and unstructured list of factors to be considered.... [M]any sophisticated lawyers believe that the rule continues to reflect a serious preference for legal over equitable remedies.” Douglas Laycock, *The Death of the Irreparable Injury Rule* 9 (1991).

IRREPLEVIABLE

irrepleviable (i-r<<schwa>>-plev-ee-<<schwa>>-b<<schwa>>l), adj. (Of property) not capable of being replevied. — Formerly also spelled irreplevisable. Cf. REPLEVIABLE.

IRRESISTIBLE FORCE

irresistible force. See FORCE.

IRRESISTIBLE-IMPULSE TEST

irresistible-impulse test. Criminal law. A test for insanity, holding that a person is not criminally responsible for an act if mental disease prevented that person from controlling potentially criminal conduct. • The few jurisdictions that have adopted this test have combined it with the McNaghten rules. — Also termed control test; volitional test. See INSANITY DEFENSE; MCNAGHTEN RULES. [Cases: Criminal Law 50.]

“The first reaction of the legal profession to the irresistible impulse defense, when it was introduced to the law many years ago, was inclined to be favorable. Then a change set in and for many years the prevailing view was strongly against its recognition. Present indications are that the tide is changing again. There seems to be a growing belief to the effect that ignoring the possibility of such a defense fails to give full recognition to the fundamental concept of mens rea.” Rollin M. Perkins & Ronald N. Boyce, *Criminal Law* 975 (3d ed. 1982).

IRRESISTIBLE SUPERHUMAN CAUSE

irresistible superhuman cause. See ACT OF GOD.

IRRESISTIBLE VIOLENCE

irresistible violence. Archaic. See VIS MAJOR.

IRRETRIEVABLE BREAKDOWN OF THE MARRIAGE

irretrievable breakdown of the marriage. Family law. A ground for divorce that is based on incompatibility between marriage partners and that is used in many states as the sole ground of no-fault divorce. — Also termed irretrievable breakdown; irremediable breakdown of the marriage; irremediable breakdown. Cf. IRRECONCILABLE DIFFERENCES; INCOMPATIBILITY. [Cases: Divorce 12. C.J.S. Divorce §§ 13–18, 70.]

IRREVOCABLE

irrevocable (i-rev-<<schwa>>-k<<schwa>>-b<<schwa>>l), adj. Unalterable; committed beyond recall. — irrevocability, n.

IRREVOCABLE GUARANTY

irrevocable guaranty. See GUARANTY.

IRREVOCABLE LETTER OF CREDIT

irrevocable letter of credit. See LETTER OF CREDIT.

IRREVOCABLE OFFER

irrevocable offer. See OFFER.

IRREVOCABLE POWER OF ATTORNEY

irrevocable power of attorney. See POWER OF ATTORNEY.

IRREVOCABLE TRUST

irrevocable trust. See TRUST.

IRRITANCY

irritancy, n. Civil law. The action of rendering void or the state of being rendered void.

IRRITANT

irritant, adj. Civil law. Rendering void.

IRRITANT CLAUSE

irritant clause. Civil law. A deed term providing that if the deed's holder performs an act specifically prohibited by the deed, the act or deed is automatically nullified.

IRROGARE

irrogare (i-r<<schwa>>-gair-ee), vb. [Latin] Civil law. To inflict a penalty; to make or ordain, as a law.

IRROTULATIO

irrotulatio (i-rah-ch<<schwa>>-lay-shee-oh). [Law Latin] An enrollment; an entry on a record.

IRS

IRS. abbr. INTERNAL REVENUE SERVICE.

IRV

IRV. See instant-runoff voting under VOTING.

ISCGS

ISCGS. abbr. INTERNATIONAL SCHEDULE OF CLASSES OF GOODS AND SERVICES.

ISH

ish. Scots law. 1. An exit. • This appears in the phrase “ish and entry,” often used in a lease, license, etc., to give someone right to use necessary ways and passages to pass through another's property, esp. to reach a church or marketplace. 2. The expiration of a lease, license, etc.; the end of a period of time.

ISLAND

island. A tract of land surrounded by water but smaller than a continent; esp., land that is continually surrounded by water and not submerged except during abnormal circumstances.

ISO

ISO.abbr.1. Incentive stock option. See STOCK OPTION(2).2.INSURANCE SERVICES OFFICE .

ISOLATED SALE

isolated sale.See SALE.

ISOLATING

isolating,n. Family law. A parent's or caregiver's pattern of cutting a child off from normal social experiences, preventing the child from forming friendships, or making the child believe that he or she is alone in the world. Cf. IGNORING; REJECTING.

ISP

ISP.abbr. INTERNET SERVICE PROVIDER.

IS QUI COGNOSCIT

is qui cognoscit (is kwI cog-nos-it). [Latin "he who recognizes"] The cognizor in a fine. See COGNIZOR; FINE(1).

IS QUI COGNOSCITUR

is qui cognoscitur (is kwI cog-nos-<<schwa>>-t<<schwa>>r). [Latin "he who is recognized"] A cognizee in a fine. See COGNIZEE; FINE(1).

IS QUI OMNINO DESIPIT

is qui omnino desipit (is kwI om-nI-noh dee-sip-it). [Latin] Hist. One who is completely void of reason. • The phrase appeared in reference to an insane person, not an idiot.

ISSUABLE

issuable,adj.1. Capable of being issued <an issuable writ>.2. Open to dispute or contention <an issuable argument>.3. Possible as an outcome <an award as high as \$5 million is issuable in this case>.

ISSUABLE DEFENSE

issuable defense.See DEFENSE(1).

ISSUABLE PLEA

issuable plea.See PLEA(3).

ISSUE

issue,n.1. A point in dispute between two or more parties.

“In federal civil procedure, an issue is a single, certain, and material point arising out of the allegations and contentions of the parties; it is matter affirmed on one side and denied on the other, and when a fact is alleged in the complaint and denied in the answer, the matter is then put in issue between the parties.” 35A C.J.S. Federal Civil Procedure § 357, at 541 (1960).

collateral issue. A question or issue not directly connected with the matter in dispute. [Cases: Evidence 99; Witnesses 405. C.J.S. Evidence §§ 2–5, 197–199, 204, 206; Witnesses § 770.]

deep issue. The fundamental issue to be decided by a court in ruling on a point of law. • A deep issue is usu. briefly phrased in separate sentences, with facts interwoven (in chronological order) to show precisely what problem is to be addressed. Cf. surface issue.

“Essentially, a deep issue is the ultimate, concrete question that a court needs to answer to decide a point your way. Deep refers to the deep structure of the case — not to deep thinking. The deep issue is the final question you pose when you can no longer usefully ask the follow-up question, ‘And what does that turn on?’ ” Bryan A. Garner, *The Winning Brief* 56 (2d ed. 2004).

fact issue. See issue of fact.

general issue. 1. A plea (often a general denial) by which a party denies the truth of every material allegation in an opposing party's pleading. 2. The issue arising from such a plea. [Cases: Pleading 115. C.J.S. Pleading § 185.]

“The general issue is a denial of the legal conclusion sought to be drawn from the declaration. It denies by a general form of expression the defendant's liability, and enables the defendant to contest, without specific averments of the defense to be asserted, most of the allegations which the plaintiff may be required to prove to sustain his action, and in some actions to raise also various affirmative defenses. It fails to perform the functions of pleading, either in giving notice or in reducing the case to specific issues.” Benjamin J. Shipman, *Handbook of Common-Law Pleading* § 169, at 304 (Henry Winthrop Ballantine ed., 3d ed. 1923).

immaterial issue. An issue not necessary to decide the point of law. Cf. material issue.

informal issue. Rare. An issue that arises when a defendant does not properly or fully plead in answer to a material allegation.

issue of fact. A point supported by one party's evidence and controverted by another's. — Also termed fact issue.

issue of law. A point on which the evidence is undisputed, the outcome depending on the court's interpretation of the law. — Also termed legal issue.

legal issue. 1. A legal question, usu. at the foundation of a case and requiring a court's decision. 2. See issue of law.

material issue. An issue that must be decided in order to resolve a controversy. • The existence of a material issue of disputed fact precludes summary judgment. Cf. immaterial issue.

multifarious issue. An issue that inquires about several different points (esp. facts) when each

one should be inquired about in a separate issue.

special issue. 1. At common law, an issue arising from a specific allegation in a pleading. • Special issues are no longer used in most jurisdictions. 2. See special interrogatory under INTERROGATORY.

surface issue. A superficially stated issue phrased in a single sentence, without many facts, and usu. beginning with the word whether. Cf. deep issue.

ultimate issue. A not-yet-decided point that is sufficient either in itself or in connection with other points to resolve the entire case. — Also termed ultimate question.

2. A class or series of securities that are simultaneously offered for sale. — Also termed bond issue; stock issue. See OFFERING.

hot issue. A security that, after an initial or secondary offering, is traded in the open market at a substantially higher price. — Also termed hot stock.

new issue. A stock or bond sold by a corporation for the first time, often to raise working capital. See BLUE-SKY LAW.

original issue. The first issue of securities of a particular type or series.

shelf issue. An issue of securities that were previously registered but not released at the time of registration.

3. Wills & estates. Lineal descendants; offspring.

issue female. 1. Female descendants. 2. A female whose descent from a specified ancestor is traceable through the direct female line. See tail female under TAIL.

issue male. 1. Male descendants. 2. A male whose descent from a specified ancestor is traceable through the direct male line. See tail male under TAIL.

lawful issue. Descendants, including descendants more remote than children. • At common law, the term included only those who were children of legally recognized subsisting marriages. See DESCENDANT; HEIR. [Cases: Descent and Distribution 25. C.J.S. Descent and Distribution § 32.]

4. Commercial law. The first delivery of a negotiable instrument by its maker or holder.

issue, vb. 1. To accrue <rents issuing from land>. 2. To be put forth officially <without probable cause, the search warrant will not issue>. 3. To send out or distribute officially <issue process> <issue stock>. — issuance, n.

ISSUED STOCK

issued stock. See STOCK.

ISSUE ESTOPPEL

issue estoppel. See COLLATERAL ESTOPPEL.

ISSUE FEE

issue fee. Patents. The charge that an inventor must pay the U.S. Patent and Trademark Office before an allowed patent application can be issued as a patent. [Cases: Patents 103. C.J.S. Patents § 144.]

ISSUE PLEADING

issue pleading. See PLEADING(2).

ISSUE PRECLUSION

issue preclusion. See COLLATERAL ESTOPPEL.

ISSUER

issuer. 1. A person or entity (such as a corporation or bank) that issues securities, negotiable instruments, or letters of credit. 2. A bailee that issues negotiable or nonnegotiable documents of title.

nonreporting issuer. An issuer not subject to the reporting requirements of the Exchange Act because it (1) has not voluntarily become subject to the reporting requirements, (2) has not had an effective registration statement under the Securities Act within the fiscal year, and (3) did not, at the end of its last fiscal year, meet the shareholder or asset tests under the Exchange Act registration requirements.

ISSUE ROLL

issue roll. Hist. English law. A court record on which the issues in contested matters are briefly noted. • This practice was abolished in 1834. See INCIPITUR.

ITA

ITA. abbr. INTERNATIONAL TRADE ADMINISTRATION.

ITA LEX SCRIPTA EST

ita lex scripta est (I-t<<schwa>> leks skrip-t<<schwa>> est). [Latin] So the law is written. • This expression means that the law must be obeyed despite the apparent rigor of its application. The idea is that we must be content with the law as it stands, without inquiring into its reasons. — Sometimes shortened to ita scripta est [“so it is written”].

“If practice be the whole he is taught, practice must also be the whole he will ever know: if he be uninstructed in the elements and first principles upon which the rule of practice is founded, the least variation from established precedents will totally distract and bewilder him: ita lex scripta est is the utmost his knowledge will arrive at; he must never aspire to form, and seldom expect to comprehend, any arguments drawn a priori, from the spirit of the laws and the natural foundations of justice.” 1 William Blackstone, Commentaries on the Laws of England 32 (1765).

ITA TE DEUS ADJUVET

ita te Deus adjuvet (I-t<<schwa>> tee dee-<<schwa>>s aj-<<schwa>>-vet). [Latin] So help you God. • An old form of administering an oath in England, usu. in connection with other words, such as: Ita te Deus adjuvet, et sacrosancta Dei Evangelia (“So help you God, and God's holy gospels”), and Ita te Deus adjuvet et omnes sancti (“So help you God and all the saints”).

ITC

ITC. See investment tax credit under TAX CREDIT.

ITEM

item. 1. A piece of a whole, not necessarily separated. 2. Commercial law. A negotiable instrument or a promise or order to pay money handled by a bank for collection or payment. • The term does not include a payment order governed by division 11 of the UCC or a credit- or debit-card slip. UCC 4-104(a)(9). [Cases: Banks and Banking 137, 158–168. C.J.S. Banks and Banking §§ 317, 319, 322, 327–328, 330, 382–400, 402, 404–407, 409–410, 414, 420, 422–424.]

par item. An item that a drawee bank will remit to another bank without charge.

3. In drafting, a subpart of text that is the next smaller unit than a subparagraph. • In federal drafting, for example, “(4)” is the item in the following citation: Rule 19(a)(1)(B)(4). — Also termed (in sense 3) clause.

ITEMIZE

itemize, vb. To list in detail; to state by items <an itemized bill>.

ITEMIZED DEDUCTION

itemized deduction. See DEDUCTION.

ITEM VETO

item veto. See line-item veto under VETO.

ITER

iter (I-t<<schwa>>r orit-<<schwa>>r), n. [Latin] 1. Roman law. A rural servitude that allowed the holder to walk or ride on horseback (but not drive a draft animal) through another's land. — Also termed servitus itineris (s<< schwa>>r-vi-t<<schwa>>s I-tin-<<schwa>>r-is). Cf. ACTUS(3); VIA(2). 2. Hist. A journey; esp., a circuit made by an eyre justice. See EYRE.

ITINERANT VENDOR

itinerant vendor. See VENDOR.

ITINERATE

itinerate (I-tin-<<schwa>>-rayt), vb. (Of a judge) to travel on a circuit for the purpose of holding court. See CIRCUIT. — iteration, n. — itinerant, adj. & n.

ITS

ITS.abbr.Institute for Telecommunication Sciences. See NATIONAL TELECOMMUNICATIONS AND INFORMATION ADMINISTRATION .

IUDEX

iudex (yoo-deks). [Latin] See JUDEX.

IUDICUM REIECTIO

iudicum reiectio.See JUDICUM REJECTIO.

IUDICUM SORTITIO

iudicum sortitio.See JUDICUM SORTITIO.

IUDICUM SUBSORTITIO

iudicum subsortitio.See JUDICUM SUBSORTITIO.

IUS

ius (y<<schwa>>s or yoos). [Latin “law, right”] See JUS.

IUS PRAETORIUM

ius praetorium.See JUS PRAETORIUM.

IUS PRIMAE NOCTIS

ius primae noctis.See DROIT DU SEIGNEUR.

IUS PROVOCATIONIS

ius provocationis.See JUS PROVOCATIONIS.

IUSTAE NUPTIAE

iustae nuptiae.See JUSTAE NUPTIAE.

IVF

IVF.abbr.IN VITRO FERTILIZATION.