

Catalogue of Dampier Manuscripts: Lawrence Paper Books

MS #	Date	Case	Court	Reported	Type 1	Type 2	Notes
1	26 May, 1794	<i>Brandon v. Pate</i>	Common Pleas	2 H. Bl. 308	Bankruptcy	Wagering	Demurrer Book, 5 pages, 2 motions attached to upper left corner. Second Argument, judgment for P: action by assignees of a bankrupt to recover money taken by him as play may be maintained upon the statute 9th of Queen Ann c. 14. Lawrence- 4 pages of reverse page notes on arguments of lawyers (Adair for P, Bond for D) and opinions of C.J. Eyre, J. Heath, and J. Rooke.
1b	25 June, 1794	<i>Denn d. Dolman v. Dolman</i>	King's Bench	5 T.R. 641	Deed	Annuity	Case, 4 pages, 6 page indenture document enclosed. If the memorial of a deed to secure an annuity is defective, the entire deed is void. Thus, the Defendant did not forfeit her interest in life estate subject to a condition not to charge or encumber it, when she granted an annuity and demised the land as security, because the memorial of the deed to secure the annuity was defective. Lawrence – Declaration includes interior notes on lawyers' arguments (Onslow for P, Shepherd for D) and opinion of C.J. Kenyon. Also, marginal notes on declaration and enclosed indenture document.
2	25 June, 1794	<i>Day v. Edwards</i>	King's Bench	5 T.R. 648	Negligence	Trespass vi et armis	Demurrer Book, 2 pages. Judgment for the Defendant. Defendant negligently drove his cart into Plaintiff's carriage. Plaintiff should have brought an action for trespass vi et armis, not on the case. Lawrence – Declaration includes brief interior notes on Wood, attorney for P, and C.J. Kenyon. Kenyon, Ch. J. (quote from 5 T.R. at 649): "The distinctions between the actions of trespass vi et armis and on the case is perfectly clear. If the injury be committed by the immediate act complained of, the action must be trespass; if the injury be merely consequential upon that act, an action upon the case is the proper remedy. In 1 Str. 636, it is said, 'If a man throw a log into the highway, and in that act it hits me, I may maintain trespass, because it was an immediate wrong: but if, as it lies there, I tumble over it, and receive an injury, I must bring an action upon the case.' In the present case the plaintiff complains of the immediate act, and therefore he should have brought trespass."
3	25 June, 1794	<i>Mitchell v. Tarbutt & Others</i>	King's Bench	5 T.R. 649	Negligence	Respondeat Superior	Copy of Paper Book, 3 pages. Judgment for the Plaintiff. In an action on the case against several partners, for the negligence of their servant, the defendants cannot plead in abatement that there are other unnamed partners. Lawrence – Declaration includes brief interior notes on Wood, for the D, and C.J. Kenyon.
4	27 June, 1794	<i>Doe d. Freestone v. Parratt & Wife</i>	King's Bench	5 T.R. 652	Conveyance		Case, 3 pages. Judgment for the Plaintiff. The conveyance of the husband alone, without the concurrence of his wife, passes no interest against the surviving wife. Lawrence – Interior notes on Lawes (for P), Const (for D), C.J. Kenyon, and J. Grose. Grose, J. (quote from 5 T.R. at 655): "The law respecting a devise to husband and wife is laid down in 1 Instit. As Lord Kenyon has stated it. As to the case in Burrow, it differs from the present in this respect: there Lord Mansfield observed that the deviser considered it as part of his personal estate; whereas, here the deviser clearly considered that she was disposing of her real estate."
5	1794	<i>Trenholme v. Richard & Another</i>	King's Bench	Unreported	Pleadings	Contract	Demurrer Book, 8 pages. Regarding issues insufficient pleadings and consideration for a contract to purchase coffee. Lawrence – Brief interior note on Giles, attorney for P. Note stating, "to avoid prolixity of pleading general allegation sufficient...Leave to amend..."

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6	28 June, 1794	<i>Rex v. Inhabits. Of Sutton in Cheshire</i>	King's Bench	5 T.R. 657	Labor/Employment	Stare Decisis	Paper Book of Orders, 2 pages. A servant was settled in his master's parish, despite becoming insane and being moved to his father's home 40 days before the end of his year of service. Lawrence – Interior notes on arguments by Law and Scarlett, for the P, and the opinion of C.J. Kenyon. Also, interior notes on Leycester, for the D, referring to Mansfield. Kenyon, C.J. (quote from 5 T.R. at 659): "It was said by Lord Mansfield in R. v. Christchurch, that the absence of the servant on account of sickness will not prevent his gaining a settlement..." Grose, J. (5 T.R. at 660): "What was said by Lord Mansfield in the case alluded to ... is certainly true..." 5 T.R. at 661: "Leycester then referred to what was said by Lord Mansfield in R. v. Allen, 2 Const. 466., as confirmatory of the opinion now delivered..."
7	2 July, 1794	<i>Rex v. Inhabits. Of Great Chilton</i>	King's Bench	5 T.R. 672	Contract		Paper Book of Orders, 1 page. Dispute over a servant's entitlement to settlement under work contracts with his master. Lawrence – Some marginal notes and more extensive interior notes on the arguments of Park, for the P, and Chambre & Const, for the D, as well as the opinions of C.J. Kenyon, J. Ashhurst,
8	2 July, 1794	<i>Rex v. The Inhabits. of Stanwix</i>	King's Bench	5 T.R. 670	Conveyance		Paper Book of Orders, 2 pages. Dispute over the communication of a father's settlement to his son. The settlement was not communicated to the son because it was acquired years after the son left the family and enlisted in the army.
9	2 July, 1794	<i>Rex v. The Inhabits. of South Lynn</i>	King's Bench	5 T.R. 664	Real Property	Settlement	Paper Book of Orders, 3 pages. Lawrence – Front page: "a widow gained no settlement by residence for 30 [33 days in T.R.] days on a tenement on which her husband had at his death resided 26 [days]." Also, interior notes referring to Lord Mansfield and Rex v. Inhabitants of N. Curry (Cald. 137). Rex v. Inhabitants of N. Curry (1781) – Headnote from Caldecott's Reports at page 137: "Without administration, a person solely entitled to it, but in whom the whole interest does not vest for his own use, cannot by residence acquire a settlement." Very brief opinion by Mansfield in Caldecott's Report.
10	2 July, 1794	<i>Ellah v. Leigh</i>	King's Bench	5 T.R. 679	Feme Covert	Use and Occupation	Demurrer Book, 5 pages. Action for use and occupation. D pled coverture. Lawrence – Note on front page: "Feme Covert living apart from her husband and having alimony allowed her pending suit in the Ecclesiastical Court is not liable to be sued as a Feme Sole." Also, interior notes on arguments by Russel and Wigley (attorneys for the D and P, respectively) and interior notes on the opinions of J.J. Kenyon and Grose. Interior notes also refer to Lord Mansfield's opinion in Corbett v. Poelnitz: "In Corbett v. Poelnitz – L. M. took great pains in marking the circumstances under which she was ... [?] ... a feme sole." Corbett v. Poelnitz (1 T.R. 5) headnote: "A feme covert, living apart from her husband, and having a separate maintenance, may contract and be sued as a feme sole, and her second husband is liable for such debt." Report also has a fairly long opinion by Mansfield (1 T.R. at 8, 9).
11	2 July, 1794	<i>Rosher v. Hurdis</i>	King's Bench	5 T.R. 678	Annuity		Demurrer Book, 3 pages. Front page – signed Mr. Justice Buller and states "17 G. 3. c. 26 upholding life annuities extends to bonds given as collateral securities for payments of the annuity when the security is entered under by a person not the grantor of the annuity." Brief interior notes of argument by Const (for P) and opinions of J. Grose and C.J. Kenyon – judgment for the D. Also, very brief marginal notes.
12	4 July, 1794	<i>Tarleton v. Standforth</i>	King's Bench	5 T.R. 695	Insurance, fire		Amended Demurrer Book, 28 pages that include an extensive declaration, 3 copies of a fire insurance policy, order granting P's motion to amend the declaration attached to upper left corner – amendments in declaration made in red ink. Action of covenant. Issue of Insurance deed construction. Judgment for D. Insurance policy did not cover loss from fire occurring within 15 days after its expiration because P had not paid the premium to renew the policy. Lawrence – Copy of demurrer is annotated with marginal notes. Interior notes on argument by Chambre and Heywood (attorneys for P and D respectively), and the opinions of C.J. Kenyon, J. Ashhurst, and J. Grose. Also, interesting notation or headnote on back of folded amended demurrer book.

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13	3 July, 1794	<i>Deeks & Wife v. Strutt</i>	King's Bench	5 T.R. 690	Annuity	Implied Promise	Copy of Special Case, 1 small page. Action of assumpsit for the recovery of 3¼ arrears of an annuity bequeathed to P's wife by the D's testator. Judgment for D. No action at law can be maintained for a legacy. o Interesting Law vs. Equity case. Lawrence – Marginal notes referring to Lord Mansfield, Hawkes v. Sanders, and Atkins v. Hill in bottom left corner of declaration. Brief interior notes. 5 T.R. at 690, 691 - Harvey, arguing for the plaintiff, discusses Lord Mansfield and Hawkes v. Sanders: "Where a man is under a legal, or equitable duty to pay, the law implies a promise, though none were actually ever made."
14	5 July, 1794	<i>Rex v. Mitchell</i>	King's Bench	5 T.R. 701	Appeal		Paper Book of Order, 1 page. Lawrence – Front page: "No appeal lies to the Quarter Session against the allowance of the accounts of the surveyors of the highway." Brief marginal notes about 13 G. 3. c. 78. Also, brief interior notes.
15	5 July, 1794	<i>Rex v. Inhabits. Of Clayton le Moors</i>	King's Bench	5 T.R. 704	Statute		Paper Book of Orders, 2 pages. Regarding the Mutiny Act (33 Geo. 3. c. 9). Lawrence – Brief interior notes on the statute and the opinions of Kenyon, Ashhurst, and Grose.
16	9 July, 1794	<i>Hardacre v. Nash</i>	King's Bench	5 T.R. 716	Will		Special Case, 3 pages. Regarding the construction of a will. Lawrence – Front page: "Real estate will pass by the word legacy in a will." Interior notes on arguments by Shepherd and Wood (for the P and D, respectively) and the opinion of C.J. Kenyon. o Note: In 5 T.R. at 720, C.J. Kenyon says Lawrence was not in court when the case was argued, but concurred with Kenyon's opinion. Shepard, attorney for P, (5 T.R. at 718): "...in Hope d. Brown v. Taylor (a) [1 Burr. 268]; where Lord Mansfield said, 'The explanation of the word legacy must be governed by the intention of the testator;' and 'it is most agreeable to the intention of the testator in this case to construe this word legacy to extend to land.'"
17	7 November, 1794	<i>Mara v. Quin, executrix</i>	King's Bench	6 T.R. 1	Debt	scire facias	Demurrer Book for Deft., 4 pages, enclosed is a document of 2 pages, bounded separately by string that appears to contain notes on the case and research notes. This document includes a torn page that may be a reference to Lord Mansfield (L. M.). Regarding when scire facias can be pursued upon a judgment in an action for debt. Lawrence – Interior notes on arguments of Gibbs and Wood (attorneys for the D and P, respectively) and on C.J. Kenyon's opinion. Notes on Gibbs' argument for D include a reference to Lord Mansfield in Taylor v. Holman that is reflected in the Term Report: "The decision in Taylor v. Holman (b) [Bull, N. P. 169] at nisi prius is a direct authority for the present case : there after a plea of plene administravit the plaintiff had taken judgment of assets quando acciderint ; and on an action on the judgment suggesting a devastavit, Lord Mansfield would not allow the plaintiff to give any evidence of effects come to the defendant's hands before the judgment ..." (6 T.R. at 2, 3). Note – Term Report says Wood (on behalf of P) subsequently applied for and was granted a rule to amend the judgment in the former action, on which the scire facias was brought. (6 T.R. at 6).

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18	11 November, 1794	<i>Kirkman v. Shawcross</i>	King's Bench	6 T.R. 14	Implied Contract	Lien	Special Case, 4 pages. • Interesting case on implied contracts and liens. Judgment for D. "Agreement entered into by a number of bleachers, dyers, &c. not to receive goods unless they shall be a lien for their general balances is good & binding on those who have notice." (MS 18 front page). • Lawrence – brief interior notes. Also brief interior paragraph in apparently different handwriting stating <i>Chambre</i> , for the P, argued this resolution is against policy. o C.J. Kenyon: "In those [cases regarding liens] which came before Lord Mansfield he thought that justice required it : but he sometimes found that the rules of law were against it, and therefore he submitted ..." (6 T.R. at 17). o J. Grose: "The doctrine of liens was fully discussed in the case of <i>Green v. Farmer</i> (b) [4 Burr. 2220] by Lord Mansfield, who, lamenting that he was obliged to decide against the lien in that case, said 'the convenience of commerce and natural justice are on the side of liens, and therefore of late years courts lean that way ; 1st. Where there is an express contract; 2dly, Where it is implied from the usage of trade ...'" (6 T.R. at 18, 19). Note: this language is reflected in Lawrence's interior notes.
19	12 November, 1794	<i>Rex v. Inhabits. of Cottingham</i>	King's Bench	6 T.R. 20	Statute		Paper Book of Demurrer, 6 pages. Commissioners appointed under 6 Geo. 3. C. 78 can't impose the burden of maintaining the private roads set out under that act upon the parish of Cottingham. Lawrence – Very brief interior notes (in handwriting that appears different from other manuscripts).
20	12 November, 1794	<i>Brandon v. Nesbitt</i>	King's Bench	6 T.R. 23	Insurance		Paper Book, 14 pages including 2 copies of the plea. An action brought on account of an alien-enemy regarding an insurance policy for goods on board a ship. Front page - signed Mr. Justice Buller. Interior notes on the arguments of Wood and Giles (arguing for the D and P, respectively) as well as notes on C.J. Kenyon's opinion. One section of the interior notes is written in more formal and legible handwriting that is similar to the writing in the declaration. This section is dated Nov. 12th and says that counsel declined to argue the case again because there was nothing they could add to the argument of the proceeding term. Note says Lord Kenyon was open to hearing a new argument, but that the original argument could not be maintained.
21	14 November, 1794	<i>Doe d. Davy v. Burnsall</i>	King's Bench	6 T.R. 30	Will		Special Case, 2 pages – ¼ of a page quoting the will. Regarding the interpretation of a will devising real estate. Lawrence – Front cover "Devise to A & the heirs of her body as tenants in common but in default of such issue, or being such if they shall all die under 21 without leaving any issue Remainder over – all the limitations subsequent to that of a. are contingent & destroyed by a recovery suffered by A." Interior notes on the arguments of Bayley for P and brief note on Shepherd for D. Also interior notes on C.J. Kenyon's opinion. 2 small marginal notations on declaration. In Report: Bayley (for P) discusses Lord Mansfield's observations regarding the rule in Shelley's case in <i>Doe d. Long v. Laming</i> (6 T.R. at 31).
22	14 November, 1794	<i>Bristow v. Towers</i>	King's Bench	6 T.R. 35	Insurance		Special Verdict, 9 pages. Action on an insurance policy for goods on board a ship. Front page is signed by Mr. Justice Buller and says, "Insurance of enemies property is illegal <i>Brandon v. Nesbitt</i> ." Brief marginal notes on the declaration. Interior notes on the arguments of Giles and Law (for P) and Park (for D). Also, interior notes on C.J. Kenyon's opinion. o Giles refers to Lord Mansfield and the legality of insurance contracts with enemies on the back of page 8 of the declaration. This is reflected in the report (6 T.R. at 37, 38). Report: 15 pages long. Lawyers for P and D cite opinions by Lord Mansfield in support of their arguments (6 T.R. at 37, 38, 46, 47, 49).
23	15 November, 1794	<i>Rex v. The Inhabits. of Dursley</i>	King's Bench	6 T.R. 53	Stock in trade		Paper Book of Order, 1 page. Lawrence – Only note is on front page. "Poor Note/Rate (?) . . . order of Sessions stating that A & B were in possession of so much stock in trade, but not distinguishing whether it belonged to A & B or whether it produced a profit, is bad."

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24	15 November, 1794	<i>Rex v. The Inhabitants of Stone</i>	King's Bench	6 T.R. 56	Will		Paper Book of Orders, 2 pages. Lawrence – Only note is on front page. “Evidence of the fathers’ settlement is sufficient to establish the sons if nothing to contradict it.”
25	18 November, 1794	<i>Wilkins v. Wingate</i>	King's Bench	6 T.R. 62	Debt		Copy Demurrer Book, 5 pages. Action of debt for use and occupation. Lawrence – Brief interior notes. Very brief marginal notes on declaration.
26	18 November, 1794	<i>Doe d. Ibbott v. Cowling Clerk & Wife</i>	King's Bench	6 T.R. 63	Will		Case for Opinion of Court of Kings Bench, 3 pages, order for cause to be set down in the paper of cases for argument is attached to upper left corner. Lawrence – Only note is on front page. “A surrender will not pass by will after purchased copyholds.”
27	22 November, 1794	<i>Rex v. Thomas Benwell</i>	King's Bench	6 T.R. 75	Statute		Paper Book of Conviction, 2 pages. Lawrence – Only note is on front page. “Conviction under 25. G. 3. c. 47. for not delivering a list of horses liable to be assessed laid, unless a previous notice for 14 days & a demand by the assessors and a Conviction is bad if it does not state that the evidence was given in the defendant’s presence.”
28	26 November, 1794	<i>Rex v. Inhabitants of St. Mary Cardigan</i>	King's Bench	6 T.R. 116	Settlement		Paper Book of Orders, 1 page. Development in law of settlements. Lawrence – Front page – “Order Quashed.” Very brief interior notes on Touchet, arguing for the order of the sessions, and Lord Kenyon.
29	1794	<i>Rex v. Inhabitants of St. Mary Pembroke</i>	King's Bench	Unreported	Rates		Paper Book of Order, 2 pages. Lawrence – Front page – “Order of Sessions questioning a Rate, because the appellant was overrated is bad, the Justices should amend the Rate.” Very brief interior notes on 17 G2. c. 38 and <i>Rex v. Inhabitants of Cheshunt</i> (2 T.R. 623), directing justices to amend and not quash rates.
29b	28 November, 1794	<i>Savignac v. Roome</i>	King's Bench	6 T.R. 125	Negligence	Respondeat Superior	Copy Declaration - 1 small page dated Michaelmas Term (Hilary Term has been crossed out) 35 th Geo. 3d. Inserted in the declaration is a second small page that is folded like a paperback dated Hilary Term 34 th Geo. 3d. This second page has formal writing and states the cause of action with no other notes. Also, a piece of paper that has been folded 4 times into a small rectangle was inserted in the main paperback. This page appears to be notes on the case or possibly research notes. Regarding action of trespass vs. action on the case and the negligence of the defendant’s servant. Lawrence – Front page of main paperback says, “Judgment for Defendant. A motion being made in this cause in arrest of judgment this copy of the Declaration is left by their Lordships direction.” Very brief marginal notes on declaration. Interior notes on argument of Bayley and Espinasse, attorneys for the P and D.
30	27 January, 1795	<i>Kaye v. Bolton</i>	King's Bench	6 T.R. 134	Bankruptcy	Contract	Copy Demurrer Book, 4 pages. Front Page – “Judgment for Plaintiff. Covenant to pay all a Bankrupt’s Debt in consideration of the Commission not being proceeded in is good in Law.” Lawrence – Brief marginal notes on declaration. Interior notes on Giles, for D, and Lord Kenyon.
31	28 January, 1795	<i>Storey v. Robinson</i>	King's Bench	6 T.R. 138	Assault		Copy of Demurrer Book, 8 pages. Trespass action. Front Page – “Judgment for Plaintiff. A horse with a man riding on it can’t be distrained damage feasant.” Front page also has a notation saying, “Durham – Assault & Imprisonment.” Lawrence – Brief marginal notes on declaration. Interior notes on Holroyd and Walton, arguing for P and D, and Lord Kenyon.
31b	27 January, 1795	<i>Rex v. David Jackson</i>	King's Bench	6 T.R. 145	Certiorari	Procedendo	Paper Book of Record, 5 pages. Front Page – “Court will not give judgment on an indictment of which a defendant has been found guilty at the Quarter Sessions but award a Procedendo if it has been removed by certiorari. Procedendo awarded.” Lawrence – Brief marginal notes on declaration. Interior notes, most of which discuss Kenyon’s opinions. One section of interior notes is dated July 5, 1794. The other section is dated Jan. 27, 1795.

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32	1795	<i>Moore v. Beamont and Another</i>	King's Bench	6 T.R. 137	Writ of Clausum Fregit		Demurrer Book, 6 pages. Front Page – “A Sheriff’s officer can’t justify entering a defendant’s house under a writ of clausum fregit, & staying there till the defendant pay him a sum of money by way of surety for his appearance.” Also says, “Leave to amend.” Lawrence – Brief marginal notes on declaration. Interior notes on Gwillim, for the D, and Shepherd, for the D. Also, brief note on Lord Kenyon. Judgment for P. Leave to amend on payment of costs.
33	29 January, 1795	<i>Rex v. Richard Price</i>	King's Bench	6 T.R. 147	Statute	Bastardy	Paper Book of Order, 2 pages. Regarding orders of bastardy and security for the performance of that order under 6 Geo. 2 c. 31 and 18 Eliz. c. 3. Lawrence – Interior notes dated Jan. 28, 1795 regarding the argument of Wigley, for the order of security of performance. Interior notes dated Jan 29, 1795 on the opinion of Lord Kenyon. Also, interior notes that appear to be research on 18 Eliz. c. 3 and 6 G. 2. c. 31.
34a	4 February, 1795	<i>Rex v. Thomas Mast</i>	King's Bench	6 T.R. 154	Poor rate		Paper Book of Orders, 2 pages. Front Page – “The poor’s rate is to be awarding to the present value of the estate, although it has been increased by the parties own improvements.” Lawrence – No marginal or interior notes.
34b	4 February, 1795	<i>Rex v. Inhabits. of Little Lumley</i>	King's Bench	6 T.R. 157	Evidence	Settlement	Paper Book of Orders, 1 page. Front Page – “Inhabitant of a Parish who is not rated is compelled to give evidence on appeal between his parish and another.” Lawrence – No marginal or interior notes.
35	4 February, 1795	<i>Rex v. James Goodcheap</i>	King's Bench	6 T.R. 159	Disbursement	Overseers of poor	Paper Book of Orders, 6 pages – declaration includes chart titled “The disbursements of James Goodcheap as one of the overseers of the poor of the parish...” Front Page is signed “Mr. Justice Buller.” “Overseen accounts must be settled every year, and if a person appointed as overseer for a number of years do not make a rate to reimburse himself in three years, he can’t do it in the last year.” Cover also says to see [Rex v. Rotherchilde]. Also, front page says “Easter Term 34th Geo. 3d 1794” and “To be argued on Wednesday the 28th day of May 1794.” Yet, reporter says case was argued on Feb. 4, 1795. Brief marginal notes on the declaration. Interior notes on argument by Chambre, “in support of the rule.” Brief interior notes on the opinions of C.J. Kenyon and J. Grose. Also, some interior notes on relevant law, including discussion of the case referenced on the front page, [Rex v. Rotherchilde], and various statutes.
36	5 February, 1795	<i>Short v. Pruen</i>	King's Bench	6 T.R. 163	Collection	Rates	Copy Issue, 4 pages, attached to the upper left hand corner of the declaration is an order - for plaintiff to show cause why the judgment obtained in this cause should not be arrested and for the proceedings to be stayed in the meantime. Regarding the collection of rates and duties under 27 Geo. 3 c. 26. Lawrence – “Remand” on front cover. Brief marginal notes on declaration. Interior notes on statute and related cases.
37	6 February, 1795	<i>Denn d. Mellor v. Moor</i>	King's Bench	6 T.R. 175	Will		Copy of Special Verdict, 4 pages. Ejectment action. Regarding the interpretation of a will. Lawrence – Only interior note is a citation referring to Denn d. Moor v. Mellor (5 T.R. 558).
38	7 February, 1795	<i>Rex v. Thomas Davis</i>	King's Bench	6 T.R. 177	Evidence	Poaching	Paper Book of Conviction, 2 pages. Front page – “Evidence the defendant did keep and use a certain engine called a gun with intent to kill & destroy the game, is sufficient to support a
39	7 February, 1795	<i>Rex v. Willis</i>	King's Bench	6 T.R. 179	Reimbursement	Settlement	Paper book of special verdict, 4 pages. The parish to which the principal inmate man belongs is liable to reimburse the parish of the substitute the expenses of maintaining the substitute’s family, though the substitute had more than one child when he was approved by the deputy
40	7 February, 1795	<i>Rex v. Inhabits. of Thistleton</i>	King's Bench	6 T.R. 185	Contract	Settlement	Paper Book of Orders, 2 pages. Regarding a contract between a servant and master and the pauper’s right to settlement. Lawrence – No marginal or interior notes. Front cover says, “no paper book for the prosecutor.”

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41	11 February, 1795	<i>Campbell v. French & Another</i>	King's Bench	6 T.R. 200	Writ of Error	Debt	Copy Paper Book, 20 pages. Enclosed within paper book is a folded piece of paper that appears to have research notes. Notes are taken from "Maruis. Page 19. tit: Days Sight" and "Beawe's. Page 48h. tit. Bills of Exchange. Sec. 252." Action of debt regarding three bonds. Front Page of paper book – notation to see "H:Blacks:V:2 # 163." This refers to French & Hobson v. Campbell (1793). Interior notes dated June 27, 1794 on the arguments of Giles, for the plaintiff in error, and Wood, for the defendant in error. Also, notes on Kenyon and Grose. More interior notes in different handwriting discussing the arguments of Bower and Law. Reporter says this case was argued twice in the King's Bench, so these notes may reflect the second set of arguments (6 T.R. at 203). The back of page 16 also says, "Judgment for plaintiff in error was given while I was confined at home with the gout. S:L." Interior notes on the back of page 16 appear to refer to Lord Mansfield and the case Cumming v. Sibly (b) 4 B. 2490. This is reflected in the reporter – "So in Cumming v. Sibley (b) [4 Burr. 2490] Lord Mansfield said 'where the plaintiff below brings a writ of error, we may not only reverse what is wrong, but give judgment for what is right : where the defendant below brings a writ of error, we only reverse such part of the judgment as he complains of'" (6 T.R. at 206, 207).
42a	27 January, 1795	<i>Somerville v. Lethbridge</i>	King's Bench	6 T.R. 213	Will		Case directed to be argued by the Court of Chancery, 3 pages, attached to declaration is a copy of the certificate sent to the Court of Chancery (re-printed in reporter, 6 T.R. at 216). Regarding a will devising land in trust for an infant. Front page – note to see "Beard v. Westcott [5 B. & Ald. 801] M. 50. G. 3. P.B 865. a similar case." Another note to see a source is also written on the front page, but I can't make out what it says. Lawrence – Very brief marginal notes on declaration. Interior notes dated Jan. 27, 1795 on Gibbs, for the plaintiff, and Lord Kenyon.
42b	27 January, 1795	<i>Bolton v. Richard</i>	King's Bench	6 T.R. 139	Assumpsit	Trade	Special Case, 3 pages. Judgment for defendant in action for assumpsit for goods sold and delivered. Lawrence – Interior notes on Wood and Chambre, for the plaintiff and defendant, respectively. Also notes on C.J. Kenyon and J. Grose.
43	28 April, 1795	<i>James v. Green & Others</i>	King's Bench	6 T.R. 228	Rates	Settled Out of Court	Special Case as settled by Plaintiff's and Defendant's Counsel, 14 pages. Regarding county rates and the public maintenance of a house of corrections. Lawrence – Very brief marginal notes on declaration. Interior notes on Perceval, for the plaintiff, and C.J. Kenyon. Also, interior notes on various statutes regarding county rates on the back of page 1 of the declaration.
44	28 April, 1795	<i>Cole v. Hindson and Others</i>	King's Bench	6 T.R. 234	Misidentification		Copy Demurrer Book, 8 pages. Judgment for plaintiff. Front Page – "Process to distrain the goods of Richard Cole will not justify the taking the goods of Aquila Cole, though there be an averment in the plea that by Richard, Aquila was intended." Lawrence – Brief marginal notes. Interior notes on arguments by lawyers and C.J. Kenyon. Interior notes on case generally.
45	29 April, 1795	<i>Rex v. Inhabits of Castleton</i>	King's Bench	6 T.R. 236	Parol Evidence		Paper Book of Order, 2 pages, no paper book delivered for the prosecution. Regarding parol evidence of an indenture of apprenticeship. Lawrence – Very brief interior note.
46	29 April, 1795	<i>Rex v. John Myers</i>	King's Bench	6 T.R. 237	Statute		Paper Book of Special Verdict, 6 pages. Interpreting statute 18 G. 3. c. 19, which allows the court to order a county, riding, or division treasurer to pay the expenses of the prosecution. Lawrence – Statutes written in the margin of page 6 of the declaration. Interior notes on Bramston, for the prosecution, and C.J. Kenyon. Also, interior notes on 27 G. 2. c. 3 and 18 G. 3. c. 19 on back of page 1 of declaration.

Catalogue of Dampier Manuscripts: Lawrence Paper Books

MS #	Date	Case	Court	Reported	Type 1	Type 2	Notes
47	2 May, 1795	<i>Rex v. Inhabits. of Roach</i>	King's Bench	6 T.R. 247	Settlement		Paper Book of Orders, 2 pages. Front page – “A woman aged 21, being part of her father’s family goes as a wet nurse into another family and continues there for 8 weeks during which time the father removes into another Parish. The daughter then returns to her father who gains a settlement. This is not communicated to her.” Lawrence – Very brief marginal note. Interior notes on arguments by Lens, Fanshaw, and Caldecott. Notes on C.J. Kenyon, J. Ashhurst, and J. Grose. Also, interior note on other cases. Term Report: Fanshaw and Caldecott, arguing against the order of the Sessions, refer to Lord Mansfield: “In R. v. Cold Ashton (a) [Burr. S. C. 444] ... Lord Mansfield expressly said ‘that the children of all parents must have the settlement of the father till they acquire one for themselves’” (6 T.R. at 251).
48	1795	<i>Daintry v. Daintry</i>	King's Bench	6 T.R. 307	Will		Case for Argument, 2 pages, “Certificate in Daintry & Daintry” is attached to upper left hand corner of declaration and reprinted as last paragraph of reported case (6 T.R. at 314). Also, a folded piece of paper was inside the main paper book. Written on this paper appears to be 3 separate opinions on the case. One of these opinions is signed, “R.P.A.” Regarding the interpretation of a will. Will is quoted within the declaration. Lawrence – Interior notes on Gally, for the plaintiff, and Wooddeson, for the defendant. Section of the interior notes also lists cases the Court will “consider & certify.”
49	5 May, 1795	<i>Humble v. Bland</i>	King's Bench	6 T.R. 255	Statute	Criminal Procedure	Paper Book, In Error, 13 pages, a folded piece of paper with notes on the case and law is inserted into paper book. Front Page – “verdict in a penal action cures a discontinuance, & the entry of misericordia instead of capiatur.” Front page has a second note written in the middle of the page about Jenkins v. Baxter in the Exchequer Chamber. Lawrence – Marginal notes. Interior notes on Marryatt, for the plaintiff in error, and Wigley, for the defendant. Also, there are interior notes that extend to the back cover of the manuscript on related law, including statute 32. H. 8.
50	5 May, 1795	<i>Walker v. Birch</i>	King's Bench	6 T.R. 258	Trover	Lien	Special Case, 5 pages. Action for trover. Judgment for plaintiff. Front Page – “A broker has no lien on goods deposited with him for a particular purpose which was not [assured].” Lawrence – Brief mrginal notes. Interior notes on Topping, for the plaintiff, and Chambre, for the defendant. Interior notes on C.J. Kenyon. Very brief interior note on opinion of J. Ashhurst. Also, brief interior note on Lawrence’s own opinion.
51	6 May, 1795	<i>Rex v. James Miller</i>	King's Bench	6 T.R. 268	Corporation		Paper Book of Demurrer, 12 pages. Enclosed in paper book is a folded piece of paper with notes on Gibbs, for the Crown, and Perceval, for the defendant. According to the reporter, these notes reflect the first time this case was argued, in the Hilary term 34 Geo. 3 (6 T.R. at 271). A second folded piece of paper appears to just have notes on the case. Also, attached to the upper left corner of the declaration is a note saying that the case was argued in part during the last Hilary Term, until the Court gave the defendant leave to amend his pleas. This note also says that the paper book is an exact copy of the pleadings, because the paper book delivered to J. Buller for the last argument was lost or mislaid. Regarding the constitution of a corporation as determined by Parliament. Lawrence - Marginal notes. Interior notes on Erskine, for the Crown, and Lens, for the defendant. Interior notes on C.J. Kenyon and brief notes on the opinions of J.Ashhurst and J. Grose. Also, interior notes on other cases: Rex v. Bellringer (4 T.R. 810), Rex v. Varlo (Cowp. 248), King v. Monday (Ib. 530), Rex v. Nurham.

Catalogue of Dampier Manuscripts: Lawrence Paper Books

MS #	Date	Case	Court	Reported	Type 1	Type 2	Notes
52a	1795	<i>John Cox v. Tho^s Taylor & Others</i>	King's Bench	Unreported	Corporation	Charter	Copy of Demurrer Book, 15 pages. Folded piece of paper inside of paper book - has notes on the holding or an opinion from King v. The Coll. Of Physicians written in formal writing. A second piece of folded paper inside the main paper book is titled "Cox v. Taylor" and dated "Hil: 35. Geo. 3. Tried: Feb: 3d." In much less formal handwriting are notes on the arguments of Gibbs, Bailey, and Lord Kenyon. Front Page of main paper book – "Lo (?) if a charter incorporating inhabitants of a town, makes any persons members of said corporation, who becomes subsequent inhabitants, if not in fact admitted to the franchise (?)." Judgment for the plaintiff. Lawrence – Marginal notes. Interior note saying, "This was argued in Hilary Term 1795 during the time I was confined with the gout & was intended to be argued again in the term following – but Lord Kenyon on having thrown out some hints as to the difficulty of maintaining that the inhabitants were ipso facto members of the corporation, it was not argued the day it was intended ..." Further interior notes on whether inhabitants of a town can make ordinances or by laws, and whether the King can make a man become a corporator.
52b	1795	<i>Rex v. Inhabits. of Manchester</i>	King's Bench	Unreported	Rates		Paper Book of Orders, 2 pages. Regarding rates for inhabitants. Lawrence – No headnote on first page of paper book. Interior notes on other cases: The King v. Inhabitants of Canterbury (4 Burr. 2250), King v. White (4 T.R. 771), Woodward v. [Ma] (Suth. 164). On back of paper book is a citation for Rex v. Inhabitants of Dursley (6 T. R. 53)."
53	1795	<i>Jones v. Squire</i>	King's Bench	Unreported	Contract	Arrest of Judgment	Motion on Arrest of Judgment, 2 pages. Enclosed in paper book is an order for the plaintiff to show cause why the judgment should not be arrested and for the proceedings to be stayed in the meantime. Also inside the paper book is a folded piece of paper with notes on other cases. Action on a promise stating that the plaintiff would sell the defendant a horse in consideration for a certain price and suit of clothes if the horse should win the purse at Worcester. Rule discharged. Very brief interior note on Leycester and Lord Kenyon.
54	9 May, 1795	<i>Rex v. Bery Handy</i>	King's Bench	6 T.R. 286	Statute	Tumbling as entertainment	Paper Book of Conviction, 2 pages. Front Page – "Conviction quashed." "Tumbling is not an entertainment of the stage within the 10 G. 2. c. 28" Lawrence – Interior notes on Law and Romilly, for the prosecution, and Russell, for the defense. Also, interior notes on opinion of Lord Kenyon.
55	12 May, 1795	<i>Doe d. Blake v. Luxton</i>	King's Bench	6 T.R. 289	Ejectment		Special Case, 3 pages, 3 page copy of the lease, and 3 page copy of the probate of the will. Ejectment action. Judgment for the defendant. Lawrence – Brief marginal notes. Interior notes on Lens, for the plaintiff, and Lord Kenyon. Also, interior notes on other cases.
56	13 May, 1795	<i>Rex v. Inhabits. of Stone</i>	King's Bench	6 T.R. 295	Settlement		Paper Book of Orders, 2 pages. Regarding the gaining of a settlement by 40 days residence. Order Quashed. Lawrence – interior notes on the arguments of Leycester and Syer. Interior notes on Kenyon, Ashhurst, and Grose. Also, interior research notes with reference to other cases.
57	9 June, 1795	<i>Powell v. Cutter</i>	King's Bench	6 T.R. 320	Contract		Copy Special Case, 2 pages. Front page – "Judgment for defendant." "On a contract to pay a sailor 30 pounds provided he proceeds continuously and does his duty from A to B. The representatives of the sailor are not entitled to recover anything he dying before the voyage was finished." Lawrence – interior notes on Haywood, for the plaintiff, and Lord Kenyon. Then, under the date Tuesday June 9th, the interior notes continue on the arguments of Chambre and Wood and opinions of Kenyon, Ashhurst, Grose, and Lawrence. Another section of interior notes appears to be research on other cases.

Catalogue of Dampier Manuscripts: Lawrence Paper Books

MS #	Date	Case	Court	Reported	Type 1	Type 2	Notes
58	9 June, 1795	<i>Sheppard v. Baillie</i>	King's Bench	6 T.R. 327	Contract, joint	Procedure	Demurrer Book, 4 pages. Front page – “On a joint contract one contractor cannot be sued alone unless the other be outlawed, though he be not resident nor have any property within the jurisdiction of the Court.” Lawrence – interior notes on Baldwin, for the defendant, and Bailey, for the plaintiff. Another section of interior notes appears to be research on other cases. Reporter: Lord Kenyon refers to the necessity for pleas in abatement on account of all the contracting parties not being sued in the time of Lord Mansfield (6 T.R. at 329).
59	12 June, 1795	<i>Hospital of St. Cross v. Lord Howard</i>	King's Bench	6 T.R. 338	Covenant		Special Case, 2 small pages. Action for breach of covenant. Judgment for the defendant. Lawrence – Notes written across the back of both pages of the ms on the arguments of Lens, for the plaintiff, and Sturges, for the defendant. Notes on Lord Kenyon, J. Grose, and J. Lawrence. Also, brief paragraph of notes referring to 1 H. 5. c. 10 and other cases.
60	10 June, 1795	<i>Rex v. John Catt</i>	King's Bench	6 T.R. 332	Poor rates		Paper Book of Orders, 2 pages. Poor-rates case. Front page – “The master of a free school is ratable to the poor in [?] of a house and garden occupied by him as such master.” Lawrence – interior notes on arguments of Mingay and Alderson. Also, interior note on Lord Kenyon.
61	10 June, 1795	<i>Rex v. Inhabits. of Bramley</i>	King's Bench	6 T.R. 330	Bastardy	Witness Evidence	Paper Book of Orders, 1 page. Front page – “A woman is a competent witness to prove on an appeal against an order of removal of her children that they are bastards and that she never was married to their deceased father her reputed husband.” Lawrence – Brief interior notes on Heywood and Lord Kenyon. Interior note on case <i>Rex v. St. Peters</i> (Burr. S.C. 25). Reporter – Kenyon: “Lord Mansfield said that it was like granting a new trial, in which case the whole case must be proved (6 T.R. at 331).
62	12 June, 1795	<i>Lane v. Earl Stanhope</i>	King's Bench	6 T.R. 345	Will		Cover of MS says “In Chancery,” Case for the opinion of the Court of King’s Bench, 3 pages. 3 page copy of the probate of the will of Henry Bosville Esq. Folded piece of paper with notes on the case, opinion of Lord Kenyon, and arguments of Wigley and Adam (for the plaintiff and defendant, respectively). Regarding the interpretation of a will devising real estate. No notes on main paper book. Kenyon: While discussing <i>Pistol v. Riccardson</i> , “Lord Mansfield seemed to feel himself pressed by a torrent of authorities to decide contrary to his better judgment...” (6 T.R. at 353) Lawrence: “I remember the case of <i>Pistol v. Richardson</i> , and particularly recollect Lord Mansfield’s reluctance in deciding as he did : he considered himself bound by the case in <i>Cro. Car.</i> , where it was held that freeholds only passed by the word “lands” ... (6 T.R. at 354).
63	20 June, 1795	<i>Rex v. Inhabits. of Londonthorpe</i>	King's Bench	6 T.R. 377	Settlement		Paper Book of Orders, 2 pages. Regarding the gaining of a settlement by erecting a windmill. Lawrence – Brief interior notes on Garrow, Balguy, and Lord Kenyon. Also, brief interior note on <i>Rex v. Hugg</i> (1 T.R. 721).
64	20 June, 1795	<i>Rex v. Thomas Pack</i>	King's Bench	6 T.R. 374	Statute		Paper Book of Conviction, 2 pages. Conviction affirmed under 7 G. 2. C. 19, regarding mixing of hops with the vapor of sulphur and brimstone. Lawrence – Brief interior notes on Mingay, for the defendant, and Lord Kenyon. Also, brief interior note on 7 G. 2. C. 19.
64b	20 June, 1795	<i>Buddle v. Willson</i>	King's Bench	6 T.R. 369	Abatement	Carrier	Copy Paper Book, 3 pages. Front page – “A plea in abatement can’t be pleaded after imparlance. If in an action on a carrier on the custom of the realm it is a good plea in abatement that there is another joint carrier not sued.” Lawrence – interior notes on the case generally, and on arguments of Baldwin and Shepperd. Also, reference to <i>Brown v. Sandford</i> .
65	20 June, 1795	<i>Rex v. Earl of Exeter</i>	King's Bench	6 T.R. 373	Lord's Duty to Repair		Paper Book of Demurrer, 4 pages. Regarding lords of liberty’s duty to repair grols. Judgment for the defendant. Lawrence – Brief marginal notes on declaration. Brief interior notes on Wood, for the defendant, Knowlys, for the Crown, and Lord Kenyon. Also, interior research notes on other cases.

Catalogue of Dampier Manuscripts: Lawrence Paper Books

MS #	Date	Case	Court	Reported	Type 1	Type 2	Notes
66	1795	<i>Rex v. William Spice</i>	King's Bench	Unreported	Statute		Paper Book of Acquittal, 2 pages. Regarding the mixing of brimstone and hops. Front page – “Acquittal of justices when an information on a penal statute is conclusive upon the K.B. though the evidence sufficient to support a conviction & not contradicted. Confirmed” Lawrence – One marginal note of 7 Geo. 2. Ch. 19 §. 2. Very brief interior note on Lord Kenyon. Acquittal confirmed.
67a	1795	<i>Rex v. Overseers of Whitehaven</i>	King's Bench	Unreported	Mandamus		Paper Book of Mandamus & Return, 2 pages. Regarding a return to a mandamus to make a rate. Lawrence – Very brief interior note.
67b	1795	<i>Shepherdson v. Carter</i>	King's Bench	Unreported	Fine		Copy Special Case, 2 pages. Front page – “Query if a fine can be levied of ‘a rent issuing out a payable from a certain company called the Derby navigation boats & boat company.’” Lawrence – Interior notes on arguments by Coke(?), for the plaintiff, and Belgay, for the defendant. Notes on Lord Kenyon and notes with reference to see Hanman(?) v. Dutches of Griffen.
67c	1795	<i>Gwillim v. Powell</i>	King's Bench	Unreported	Assumpsit	Statute	Paper Book, 3 pages. Action in assumpsit regarding goods sold and delivered. Lawrence – interior note on argument of Laws. Interior notes on various cases and 8 G1. c. 25. Sec. 6.
67d	25 November, 1795	<i>Roulston v. Clarke</i>	King's Bench	2 H. Bl. 563	Statute		Demurrer Book, 3 pages. Action on 52 H. 3. C. 4 – regarding the unreasonable and excessive distrain/distress of goods, chattels, and battle. Lawrence – no headnote on front page of paper book. Interior notes on Law, for the defendant, and Vaughan. Brief research notes.
68	1795	<i>Rex v. Marm: Horsley Sow & Jun.</i>	King's Bench	Unreported	Compounds		Indictment, 1 small page. Front page – “Indictment for compounds: felony bad – if it does not state the felony had been committed, & the defendant received a sum of money as & for a reward(?) for (?) from the prosecution.” Also on front page, “On the motion of W Soy(?) Cockole [Mr. Sej. Cockell?]. Rule granted to show cause why indictment should not be arrested – Judgment arrested.” Inside of paper book is a summary of what the jurors found in formal writing. Lawrence – very brief notes in margin and on back of paper book.
69	10 November, 1795	<i>Booth v. Hodgson</i>	King's Bench	6 T.R. 405	Insurance	Partnership	Special Case, 3 pages. Involving shipping insurance. Front page – “A B & C agree to insure in partnership. The policies are effected in A's name & the premiums are paid into the hands of C & D who are insurance brokers – A cannot recover from C & D the premiums or any part, though he would be liable to the assured.” Lawrence – interior notes reflecting arguments on June 3, 1795 and Nov. 10, 1795. Notes on the arguments of Chambre, for the plaintiff, and Wood, for the defendant, on June 3, 1795. Notes on the arguments of Law, for the Plaintiff, and the opinions of Lord Kenyon, J. Ashhurst, and J. Grose on Nov. 10, 1795. Also, interior notes on the case generally.

Catalogue of Dampier Manuscripts: Lawrence Paper Books

MS #	Date	Case	Court	Reported	Type 1	Type 2	Notes
70	11 November, 1795	<i>Rotch v. Edie</i>	King's Bench	6 T.R. 413	Insurance	Detention of princes	Special Case, 3 pages (2 copies), order to set down this cause for argument is attached to upper left hand corner of declaration, folded paper enclosed within main paper book. Involving shipping insurance. Front page – “A detention in the sailing port & by the power of the country, in which that port is a loss within the words of the policy against detention of Princes. Judgment for plaintiff.” Main paper book: Brief marginal notes. Interior notes on the arguments of Marryatt, for the plaintiff, and Giles, for the defendant. Interior notes on Lord Kenyon. A second copy of the declaration is enclosed within the main paper book. This copy has brief marginal notes. Also, interior notes on the arguments of Marryatt, for the plaintiff, and Giles, for the defendant. Also, there are interior research notes on other cases. Note – both the main paper book and copy of the declaration say “Mr. Justice Lawrence” on the cover. Notes appear to be in similar handwriting, but Marryatt (for P) is spelt differently on the 2 copies. Enclosed in main paper book is a folded piece of paper with notes on the arguments. One section of the notes is dated Nov. 16, 1795 and refers to Park for the plaintiff. Also notes on the opinions of Justices Kenyon, Ashhurst, and Grose. Park, for the plaintiff, Lord Kenyon, and J. Grose refer to Lord Mansfield in <i>Goss v. Withers</i> (6 T.R. at 417, 423, 424). Lawrence refers to Lord Mansfield in <i>Helman v. Johnson</i> (6 T.R. at 425, 426).
71	4 July, 1795	<i>Marshall v. De la Torre</i>	King's Bench	1 Esp. 67	Carriage by sea		Copy Paper Book, 9 pages. Front page – “On a charter party to sail from London to Barcelona & for waiting at Portsmouth for convoy – being allowed a certain number of day – no demurrage can be claimed if the ship goes to another port & there waits for convoy.” “Judgment for defendant on the demurrer m : 36.G. 3” Lawrence – Interior notes on Park and Giles (for the defendant and plaintiff) and Lord Kenyon. Also, brief interior notes on the case generally.
72	13 November, 1795	<i>Cailland v. Troward</i> SS Vol. 128: 111	King's Bench	6 T.R. 439	Writ of error	Covenant	On a Writ of Error from the Court of Common Pleas, Copy Transcript, 9 pages. Action of covenant. Main paper book (“Copy Transcript”) is folded and bound with string so that it reads like a book and consists of 9 formally written pages. Front page headnote – “If a patron grants the next presentation & the incumbent is made a Bishop of the Crown then presents, the grantee shall present at the 2d avoidance.” Front page also says, “Judgment affirmed...This judgment was affirmed in D : P. May 16, 1796.” Notes on the blank pages following the declaration are dated June 19, 1795 and reflect the arguments of Erskine, for the plaintiff in error, and Law for the defendant. Also, notes on Lord Kenyon. On the back page of this main paper book are notes dated Nov. 13, 1795, referring to Erskine, Lord Kenyon, and J. Grose. Also enclosed in main paper book is a “copy demurrer book” from the Court of Common Pleas (1794). This paper book consists of a 4 page declaration and is folded twice. Marginal notes on the declaration. There are research notes on other cases on the back page of the paper book. There are notes written across the back of each page of the declaration on the arguments that occurred before the Court of Common Pleas, with Bond for the defendant and LeBlanc for the plaintiff. There is also a notation to see the report at <i>Calland v. Troward</i> , H. Black 2 Vol. 324. Enclosed in main paper book is a folded piece of paper with notes about the case generally. A second folded piece of paper is enclosed in main paper book with more formal writing. This discusses the difference between granting tertiam advocacionem, propinam advocacionem, etc.

Catalogue of Dampier Manuscripts: Lawrence Paper Books

MS #	Date	Case	Court	Reported	Type 1	Type 2	Notes
73	13 November, 1795	<i>Austin v. Whitehead</i>	King's Bench	6 T.R. 436	Trover	Statute	Paper Book, 6 pages, attached to the upper left hand corner of the declaration is an order to set the cause down for argument. Action of trover. Regarding the hiding and concealing of soap contrary to 1 Geo. 1. s. 2. c. 36. Judgment for the plaintiff. Lawrence – Bottom of front cover has a list of statutes. Marginal notes. Interior notes on Lawes, for the plaintiff, and Wood for the defendant. Reference to Lord Mansfield and Stacey v. Hulse in interior notes on the back of page 5 of the declaration. Interior research notes on cases and statutes. Enclosed in main paper book is a smaller folded paper book titled, “Stacey v. Hulse: Co from shorthand notes of the opinion of the Court...for the honorable Mr. Justice Lawrence in the case of Austin v. Whitehead. This opinion from the King’s Bench is dated Hilary Term 1780 and includes an opinion by Lord Mansfield. Also enclosed in the main paper book is a folded piece of paper stating “28 Geo. 3. c. 37. s. 21.” There are brief notes on the paper as well.
74	17 November, 1795	<i>Warne v. Varley</i>	King's Bench	6 T.R. 443	Trespass	Searchers of leather	Paper Book, 7 pages. Action of trespass. Front page – “Searchers of leather under 1 J. 1. Are not justified in seizing it unless is leather insufficiently made...Judgment for plaintiff.” Lawrence – Marginal notes. Interior notes on Dampier, for the plaintiff, and Wigley, for the defendant. Interior notes on Lord Kenyon, J. Ashhurst, and J. Lawrence. Also, interior notes on the case generally with reference to other cases. Enclosed within paper book are printed pages (975 – 984) that appear to be torn from a book. The header of the pages says “Anno primo Jacobi Regis.” The bulk of the content is under the heading, “C A P. XXII. – an act concerning Tanners, Curriers, Showmakers, and other Artificers occupying the Cutting of Leather.” Notation “1 Ja 1 Ch 22” in margin.
75	18 November, 1795	<i>Rex v. Inhabits. of St. Paul Bedford</i>	King's Bench	6 T.R. 452	Contract	Apprenticeship	Paper Book of Restated Orders, 2 pages. Front Page – “An agreement by which an apprentice served another master can’t be given in evidence if in writing on unstamped paper though the apprenticeship was at an end...R. O.” Lawrence – Interior notes on arguments by Russell and Wilson. Interior notes on Lord Kenyon and J. Grose.
76	20 November, 1795	<i>Ludwell v. Newman</i>	King's Bench	6 T.R. 458	Quiet Enjoyment		Copy demurrer Book, 11 pages. Action on a covenant for quiet enjoyment of a lease. Lawrence – brief marginal notes. Brief interior notes on Dampier and Lord Kenyon. Brief interior notes listing statutes and/or case citations. Also, interior notes on the case generally.
77	20 November, 1795	<i>Grimwood v. Barrit</i>	King's Bench	6 T.R. 460	Bond		Copy Demurrer Book, 6 pages. Action on a bond. Lawrence – Brief marginal notes. Interior notes on Morgan, for the defendant, and Lord Kenyon. Also, interior notes on the case generally with reference to other cases.
78	21 November, 1795	<i>Rex v. Inhabits. of Darlington</i>	King's Bench	6 T.R. 468	Poor rates		Paper Book of Orders, 3 pages. Regarding poor rates. Lawrence – Interior notes on Law, Lord Kenyon, and J. Grose. Brief interior research notes on other cases and statutes.
79	21 November, 1795	<i>Rex v. Inhabits. of Whittlebury</i>	King's Bench	6 T.R. 464	Settlement		Paper Book of Orders, 2 pages. Regarding the settlement of a servant. Lawrence – interior notes on the arguments of Perceval, Vaughan, Leycester, and Morice.
80	24 November, 1795	<i>Banister v. Scott</i>	King's Bench	6 T.R. 489	Bankruptcy		Copy Demurrer Book, 4 pages. Front page – “More contingent unliquidated damages are not provable under a commission of bankruptcy – nor are they the subject of a set off...Judgment for defendant.” Lawrence – Very brief marginal notes. Very brief interior notes on Shepherd, for the plaintiff, and Wigley for the defendant. Interior notes on case in general and reference to statute 5. G. 2. c. 30. sec. 7. Possible reference to Lord Mansfield in the interior notes on the back of page 1.
81	24 November, 1795	<i>Sadgrove v. Kirby</i>	King's Bench	6 T.R. 483	Trespass		Demurrer Book, 4 pages. Trespass action regarding a commoner cutting down trees in a common that were planted by the Lord. Front Cover – signed “Mr. Justice Grose.” Interior notes on Coffin, for the defendant, and Lawes, for the plaintiff. Also, interior notes on Lord Kenyon, J. Ashhurst, and J. Grose. Interior notes on the case generally. Grose J.: “In Cooper v. Marshall Lord Mansfield recognized the distinction between those nuisances that the commoner may, and those he may not abate...” (6 T.R. at 487). Coffin, for the defendant also refers to Lord Mansfield. (6 T.R. at 484).

Catalogue of Dampier Manuscripts: Lawrence Paper Books

MS #	Date	Case	Court	Reported	Type 1	Type 2	Notes
82	24 November, 1795	<i>Weigall v. Waters</i>	King's Bench	6 T.R. 488	Landlord/Tenant		Copy Paper Book, 5 pages. Front Page – “To an action for rent in uncertain damages from the landlord’s not repairing cannot be set off. Q2 if landlord liable to repair, if he does not covenant to do it. Judgment for plaintiff.” Lawrence – Very brief interior note on Lord Kenyon. Brief interior note on Monk v. Cooper Sh: 763.
83	1795	<i>Sealy v. Band</i>	King's Bench	Unreported	Bond		Paper Book, 10 pages. Regarding a bond. Lawrence – interior notes on the case generally and other cases.
84	25 November, 1795	<i>Rex v. The Archbishop of York</i>	King's Bench	6 T.R. 490	Mandamus		Paper Books of Mandamus & Return, 2 pages. Front Page – “To a mandamus to a bishop to license a schoolmaster it is a good return that the party applying refuses to be examined as to his sufficiency in learning. Q2 How far the canons made at a convocation of the Province of Canterbury bind the Province of York.” Lawrence – Interior notes on Wood, Chambre, Lord Kenyon, J. Ashhurst, and J. Grose. Lord Kenyon – refers to Lord Mansfield and a bylaw requiring knowledge of Latin to become a member of the surgeon’s company (6 T.R. at 494).
85	28 November, 1795	<i>Jaques v. Ximenes</i>	King's Bench	6 T.R. 499	New Trial	Statute	Copy Declaration & Rule Nisi for New Trial, 4 pages, attached to the upper left hand corner of the declaration is an order - for plaintiff to show cause why the verdict obtained in this cause should not be set aside and for the proceedings to be stayed in the meantime. Front page – “A wager against a man cannot travel 140 miles in a post chaise with a pair of horses in 24 hours – is a horse race - & within the 16 & 17 C 2 & 9. Ann. c 14 - & is not prohibited by 13.G.2.c.19.” “Garrow moved to arrest the judgment as being a wager upon a race against time which was illegal...M. 36. G. 3. Judgment arrested.” Lawrence – Brief interior notes on argument by Espinasse, for the plaintiff, and Lord Kenyon. Brief interior note on the statute 13. G. 2.
85b	1795	<i>Brooke v. Crowther</i> SS Vol. 128: 243 (entire paper book transcribed)	King's Bench	Unreported	Covenant		Demurrer, 14 pages. Front page – “Bond conditioned for performance of covenant not to exercise the business of facturing wool in England, but to forward the interest of AB by recommending to him all his customers & not promote any other person in the business. Qy if bond not void as being in restraint of trade ...” Lawrence – Brief marginal notes, Interior notes dated June 9, 1795 on the argument of Holroyd, for the defendant, and Lord Kenyon. Interior notes dated Nov. 10, 1795 on the arguments by Holroyd, for the defendant, and Wood, for the plaintiff. Also notes on Lord Kenyon and fairly extensive research notes on other cases. Also, a folded piece of paper is enclosed in the paper book with notes about the case generally.
85d	1797?	<i>Edwards v. Wilson</i>	King's Bench	Unreported	Debt	Statute	Copy Special Case, 7 pages. Front page has no head note. “Judgment for plaintiff,” in action to recover money – regarding the expenditure of money pursuant to an order of the trustees under 8 G. 3. ?? Lawrence – Brief interior notes on Clarke, for the defendant, and Lord Kenyon.
86	26 January, 1796	<i>Denn d. Radclyff v. Wheeldon & Others</i>	King's Bench	6 T.R. 512	Will		Copy Special Case, 3 pages, ½ page with notes is pasted to the back of the first page of the declaration. Front page – “Devise to A for life remainder to the 1st son of her body if living at the time of his death & the heirs made of such first son, & in X of such issue to the 2d son in like manner. A has a first & 2d son. The first son in the life of A dies leaving a son, then A dies – the 2nd son shall take, not the son of the 1st son...Judgment for the defendant.” Lawrence – Brief marginal notes. Interior notes on Vaughan, for the plaintiff. Also, interior notes on the case generally with reference to other cases. Also, reference to Lord Mansfield on paper pasted to the back of the first page of the declaration. Lord Kenyon: “So in the case of Hodgson v. Ambrose (b) [Dougl. 340]; where Lord Mansfield said, ‘The words and for want of such issue mean the same thing as and after such estate tail...’” (6 T.R. at 517). Lawrence, J.: read opinion of Lord Mansfield in Warner v. White. (6 T.R. at 517).

Catalogue of Dampier Manuscripts: Lawrence Paper Books

MS #	Date	Case	Court	Reported	Type 1	Type 2	Notes
87	26 January, 1796	<i>Wood v. Loveatt</i>	King's Bench	6 T.R. 511	Waste?	Manorial rights	Demurrer Book, 3 pages. Front page – “Inhabitants & residents cannot be amerced in the Leet for injuries to the Lord’s waste, though a custom so to do.” Lawrence – Brief marginal notes. Interior notes on other cases. Interior note saying, “Jan. 26. 1796 ... judgment for plaintiff.”
88	3 February, 1796	<i>Rex v. Inhabits. of Warley</i>	King's Bench	6 T.R. 534	Settlement		Paper Book of Orders, 1 page. Front page – “Original examination of a soldier as to his settlement taken in pursuance of the Mutiny Act is evidence, though the act only makes the attested copy given to the commanding officer evidence.” Lawrence – Brief interior note on Heywood and Lord Kenyon. Also brief note on Rex v. Ink.
89	3 February, 1796	<i>Rex v. Inhabits. of St. Michael at Thorn</i>	King's Bench	6 T.R. 536	Pauper's Settlement		Paper Book of Orders, 2 pages. Front page – “In the City of N. all the parishes contribute to one general fund for the relief of the poor. A pauper resident in one Parish is rated to the land tax in another as an excise officer – he gains no settlement in other. Lawrence – Brief interior note on argument by Lens and Wood, as well as notes on Lord Kenyon.
90	3 February, 1796	<i>Rex v. Inhabits. of Hammersmith</i>	King's Bench	Unreported	Pauper's Settlement		Paper Book of Orders, 2 pages. Regarding a pauper’s settlement. Lawrence – Very brief interior note.
91	5 February, 1796	<i>Rex v. William Priest</i>	King's Bench	6 T.R. 538	Pauper's Settlement		Paper Book of Conviction, 1 page. Front page – “Conviction giving a penalty to the overseers of the poor of a township bad, the act directing it to be given to the poor of the parish. Qy if it would be good if it had appeared that the township maintained its own poor.” Lawrence – Interior notes on the arguments of Wood, for the defendant, and Gally, for the plaintiff. Interior notes on Lord Kenyon and J. Grose.
92	9 February, 1796	<i>Picard Exor. V. Brown Adm.</i>	King's Bench	6 T.R. 550	Debt		Copy Demurrer Book, 3 pages. Front page – “If an administrator pleads a retainer for a bond of his own, he need not aver it to have been entered into for a just debt, if it were not – the plaintiff must reply per 5 Com. Dig. tit. Pleader, 2D, 11 - & the defendant need not profert of his letters of administration as the plaintiff by suing him as administrator admits him to be so....Leave to amend.” Lawrence – Brief interior notes on Wood, for the demurrer, and Lord Kenyon and J. Grose. Also, interior notes on the case generally, with reference to other cases.
93	9 February, 1796	<i>French v. Andrade</i>	King's Bench	6 T.R. 582	Contract	Debt	Copy Demurrer Book, 3 pages. Front page – “Debt due from plaintiff as a survivor of two joint contractors may be set off.” Lawrence – interior notes, “Tuesday Feb. 9th. Mr Wood for the defendant admits his demurrer cant be supported.” Also, interior note to see a case, Slipper v. Stidstone, Esp. 47, 5 T.R. 493.
94	1796	<i>Campbell v. Jones</i>	King's Bench	6 T.R. 570	Contract	Conditions	Copy Demurrer Book, 3 pages. Front page – “A covenant to pay B 250 pounds on the 25 of Feb. or sooner in case B shall have instructed him in a manufacture – The teaching A is no condition precedent and B is entitled to his money on the 25th of Feb. though he has not taught A...Judgment for the plaintiff.” Lawrence – Brief marginal notes. Interior notes dated Nov. 24 on Shepherd, for the defendant, and Lawes, for the P. Also reference to Lord Mansfield at the top of the interior notes on the back of page 4 of the declaration (blank page). Also, interior notes dated Feb. 9 on Lord Kenyon. Folded paper enclosed in paper book with notes on the case generally.
95	1796	<i>Rex v. Richard England</i> SS Vol. 128: 92, 104	King's Bench	Unreported	Writ of Proclamation		Paper Book of Record of Outlawry, 12 pages. Front page – “Writ of Proclamation being returnable the 1st of October. At the General Qy Sessions the defendant was by the sheriffs proclamation required to appear at the Sessions – before which time he was outlawed on the quinto exactus – the outlawry for his arrest is evidence.” Lawrence – Brief interior note on Lawes, for the Crown. Brief interior note referring to 8. H 6. c. 10. Folded piece of paper enclosed in the paper book containing notes on the case generally.
96	6 February, 1796	<i>Rex v. Inhabits. of Seamer</i>	King's Bench	6 T.R. 554	Settlement		Paper Book of Orders, 2 pages. Front page – “A in his own name takes a tenement of 176 pounds per annum. B occupies it jointly with him as a partner in the stock & farm. B thereby gains a settlement.” Lawrence – Brief interior note on Lord Kenyon.

Catalogue of Dampier Manuscripts: Lawrence Paper Books

MS #	Date	Case	Court	Reported	Type 1	Type 2	Notes
97	6 February, 1796	<i>Rex v. Inhabits. of Wymondham</i>	King's Bench	6 T.R. 552	Pauper's Settlement		Paper Book of Orders, 2 pages. Front page – “Certificate must be given by the majority of the overseers de facto. It must be given to some certain parish, and not given to the pauper to carry with him to any parish he pleases. It is discharged by a subsequent settlement.” Lawrence – Very brief marginal note on declaration. Interior notes on Leycester and Lord Kenyon. Also, brief interior note on another case, <i>Rex v. Landale</i> , and statutes.
98	1796	<i>Pedder v. Watt</i>	King's Bench	Unreported	Credit		Special Case, 2 pages. Front page – “An order on a banker to give a credit on a future day is not payment till the day arrives.” Lawrence – Brief marginal notes. Interior notes on Scarlett, for the plaintiff, and King, for the defendant. Also, interior notes on Lord Kenyon, J. Ashhurst, and J. Grose.
99	6 February, 1796	<i>Rex v. Inhabits. of Butterton</i>	King's Bench	6 T.R. 554	Conveyance		Paper Book of Orders, 2 pages. Front page – “A is put into possession by the owner of a piece of land, on which he [spent] above 100 pounds in building a house continues in possession above 17 years till the time of his death. This will give A a settlement – the court will presume a conveyance.” Lawrence – Brief interior notes on Leister and Lord Kenyon.
100a	6 February, 1796	<i>Rex v. Inhabits. of Metherringham</i>	King's Bench	6 T.R. 556	Contract	Settlement	Paper Book of Orders, 2 pages. Front page – A hired for a year agrees with his master's privity to serve as a substitute in the militia - & is called out 10 days before the expiration of the year, for which time his master deducts a proportion of his wages. Query if this is a settlement.” Lawrence – Brief interior note on Gibbs and case generally. Brief interior note on other cases.
100b	6 February, 1796	<i>Rex v. Jos.^h Pratten</i>	King's Bench	6 T.R. 559	Loan	Statute	Paper Book of Conviction, 3 pages. Front page – “Conviction bad not negating [sic] the exceptions in the enacting clause. Qy if proceedings must not be by indictment on 2d. J. 1. c. 22 respecting the tanning of leather. Qy if the [word?] of any corporate loan can convict on that statute as part of the penalties is given to the corporation.” Lawrence – Interior notes dated 1795 on Williams and Gibbs as well as Lord Kenyon. Interior notes dated 1796 on Dampier, for the prosecution. Also, interior notes on the statute 2. J. 1. c. 22.
100c	6 February, 1796	<i>Rex v. Inhabits. of Hindringham</i>	King's Bench	6 T.R. 557	Apprenticeship		Paper Book of Orders, 2 pages. Front page – “Apprentice entering into the King's service by his master's consent is not an avoidance of his indenture of apprenticeship.” Lawrence – Brief interior notes on Perceval and Lord Kenyon. Brief note on case, <i>R v. Evered</i> 2 Ans. 591
101	9 February, 1796	<i>Durrant v. Boys</i>	King's Bench	6 T.R. 580	Trespass	Poor rate	Special Case, 2 pages. Attached to upper left hand corner of the declaration is an order from the Assizes stating the judgment, subject to the opinion of the King's Bench. Front page – “Trespass will not lie against a justice of the peace for granting a distress warrant to average a poor's rate upon the fare of which there does not appear any want of jurisdiction. Poor rate may be prospective.” Lawrence – Interior notes on Adam, for the plaintiff, as well as Lord Kenyon and J. Grose. Also, brief interior research notes referring to cases.
102	3 February, 1796	<i>Rex v. Inhabits. of Edgbaston</i>	King's Bench	6 T.R. 540	Settlement	Statute	Paper Book of Orders, 3 pages. Front page – “A settlement is gained by paying a rate though it be illegally made. But not by paying before a rating.” Lawrence – Interior notes on the arguments of Romilly & Reader. Interior notes on Lord Kenyon. Also, brief note on statutes 43 El. C. 2 and 3 W. & M. c. 11 s. 6.
103	11 February, 1796	<i>Torrane v. The African Co.</i>	King's Bench	6 T.R. 588	Bond, Conditional		Copy Demurrer Book, 3 pages. Front page – “A bond conditioned that the defendant an officer of the African Company shall collect the effects of persons dying intestate at Cape Coast Castle & remit the produce to the company that they may pay it over to the legal representative is a legal obligation...judgment for plaintiff.” Interior notes on the arguments of Shepherd, for the defendant, and Giles, for the plaintiff. Interior notes on Lord Kenyon, J. Ashhurst, J. Grose, and J. Lawrence. Also, interior notes on case generally and statute 23 G. 2. c. 31.

Catalogue of Dampier Manuscripts: Lawrence Paper Books

MS #	Date	Case	Court	Reported	Type 1	Type 2	Notes
104	25 November, 1796	<i>Rex v. Inhabs. of Hulcott</i>	King's Bench	6 T.R. 583	Discharging a servant		Paper Book of Orders. Front page – “Order of Justice discharging a servant bad, unless it appears on the order that she was a servant in husbandry.” Front page refers to Lord Kenyon and Rex v. Holling. Front page is signed Mr. Justice Lawrence and dated 1795 at the top of the page and 1796 in the middle of the page. Lawrence – Interior notes dated June 10, 1796 (although looks more like 1795 to me, could be either) on the arguments of Gally, Leycester, and Morice. Interior notes dated Nov. 25, 1795 (although looks more like 1795 to me, could be either) on the arguments of Gally, Perceval, Leycester, and Morice. There are also notes under Nov. 25 on Lord Kenyon. Also, interior research notes on other cases and this case generally. Also, brief note on back of folded paper book. Folded piece of paper enclosed within paper book and titled “Cause Paper Hilary term 1796.” This paper has notes on other cases.
105	9 February, 1796	<i>Rex v. Sampson Perry, Esq.</i>	King's Bench	6 T.R. 573	Outlawry	Writ of capias	Copy of Record of Outlawry, 6 pages. Regarding outlawry and a writ of capias. Lawrence – Brief marginal notes. Interior notes dated Feb. 3, 1796 on Manley, for the D, Wood, for the P, and Lord Kenyon. Brief interior notes on statutes written vary faintly – may have been erased? Interior research notes on the case generally and other cases. On a piece of paper attached to the back of the second page of the declaration are notes on the objections ruled on in the case. Enclosed within main paper book is a folded piece of paper titled “Precedents of Returns to Exigents.” This paper has a chart of cases on it. Inside this folded piece of paper is small folded paper with notes titled “1 Brown’s Entries 393.” The notes are not in English.
106	8 February, 1796	<i>Rex v. Lara</i>	King's Bench	6 T.R. 565	Negotiable instruments		Abstract Indictment, 5 pages folded so they read like a book. Front page – “Giving a draft upon a banker who has no money [of] the drawer in payment & by that money obtaining lottery tickets is not an indictable offense...Judgment Arrested.” Lawrence – Only marginal note refers to Rex v. Wheatly, 2 Bur. 1125. Interior notes on Eskine, Lord Kenyon, J. Ashhurst, and J. Grose.
106b	1796	<i>Rex v. Inhabs. of Ainsworth</i>	King's Bench	Unreported	Contract, Employment		Paper Book of Orders. Regarding a settlement. Front page – “Qy if hiring at 1/6 a week be a hiring for a year?” Lawrence – Brief marginal note. Interior notes on the arguments of Law and Topping. Also, interior note on Lord Kenyon. Also, interior notes refer to Lord Mansfield and Rex v. [Eilach], H: 353 - “L M. held this no hiring for a year...”
106b (sic)	19 April, 1796	<i>Doe d. Spearing v. Buckner, Esq.</i>	King's Bench	6 T.R. 610	Will		Special Case, 2 pages, attached to upper left hand corner of the declaration is an order from the sitting of Nisi Prius stating the judgment, subject to the opinion of the King’s Bench. Front page – “Introductory words in a will manifesting a design to dispose of the whole of a man’s real & personal estate will not disinherit the heir at law without something more to show such to have been the intent of the testator.” Lawrence – Interior notes dated Feb. 4, 1796 on the arguments of Alderson, for the defendant, and Mingay, for the lessor of the plaintiff. Also, notes on Lord Kenyon and J. Grose. Interior notes dated April 19, 1796 on Lord Kenyon. “Postea to plaintiff.” Note – printed report of this case for April 19, 1796 says Mingay argued for the lessor of the plaintiff, Alderson contra. (6 T.R. 611, 612). Enclosed within main paper book is a folded paper, stating “admission as to trusts & legacies of testator omitted to be stated in the special case ...” on the front cover. Also enclosed within main paper book is a 4 page copy of Spearing’s will.
107	15 April, 1796	<i>Clayton v. Adams, exec.</i>	King's Bench	6 T.R. 604	Feme Covert	Trade	Copy Demurrer Book, 5 pages. Front page – “Action cannot be maintained against one as the executor of a feme covert, although the ground of the action be goods furnished to her in the course of trade carried on by her as a feme sole & though defendant may have possessed himself of goods to the amount of the demand of which the woman was in possession as a feme sole...Judgment for defendant.” Lawrence – Brief interior note on Shepherd, for the defendant, and Wigley, for the plaintiff. Brief interior note on Lord Kenyon.

Catalogue of Dampier Manuscripts: Lawrence Paper Books

MS #	Date	Case	Court	Reported	Type 1	Type 2	Notes
108	7 May, 1796	<i>Domett v. Bedford</i>	King's Bench	6 T.R. 684	Annuity	Bankruptcy	Case from the Court of Chancery, 3 pages, attached to upper left hand corner of declaration is a note signed by Kenyon, Ashhurst, Grose, and Lawrence stating their opinion after hearing the case argued. Declaration directly quotes the will of Thomas Bedford. Front page – “An annuity devised with directions that it shall be passed only in to the hands of the annuitant, and that it shall on no account be alienated, and if it be alienated that it shall cease and determine – is determined by the bankruptcy of the annuitant and the sale under its commission.” Lawrence – Interior notes on Gally, for the plaintiff, Bedford, Humphreys, and Lord Kenyon. Also, interior research notes on other cases.
109	20 April, 1796	<i>Rex v. Inhabs. of St. Mary Lambeth</i>	King's Bench	6 T.R. 615	Settlement		Paper Book of Orders, 3 pages. Front page – “An order removing a man & woman as husband & wife if unappealed from is conclusive on the parish to which the removal is made of the settlement of their afterborn children, though it should appear that the man had a former wife then living.” Lawrence – Brief marginal notes. Interior notes on Shepherd and Lord Kenyon. Also, interior notes on <i>Rex v. Hinxworth</i> (Caldicot 42) with reference to Lord Mansfield. “Per L M. It is agreed on all ends that the order would have been conclusive had the settlement of the husband been expressly stated in the order to have been at Hinxworth. Then the question made is whether there arises a necessary implication that upon the face of the order his settlement is there.”
110	20 April, 1796	<i>Rex v. Inhabs. of St. Andrew Holborn</i>	King's Bench	6 T.R. 613	Settlement		Paper Book of Orders, 3 pages. Declaration quotes the order of removal. Front page – “Order of removal quashed for want of a legal adjudication is not conclusive between the parishes.” Lawrence – Brief marginal note. Interior notes on Conste and Lord Kenyon as well as notes on the case generally.
111	1796	<i>Harben v. Thomas</i>	King's Bench	Unreported	Assignees	Insolvency	Copy Demurrer Book, 3 pages. Front page – “If an insolvent person assigns over his effects to 2 of his creditors, as barter for the benefit of all, and by deed a friend of his covenants in consideration of one of those creditors undertaking the [word?] to pay him 15 in the L in case the effects should not pay the sum such deed is not a paid on the other creditors.” Lawrence – Marginal notes. Interior notes on Shepherd, for the defendant, and Lord Kenyon. Also, interior notes on other cases.
112	1796	<i>Doe d. Absolon & Cook v. Wallis</i>	King's Bench	Unreported	Will		Case to be Argued, 3 pages, declaration directly quotes the will at issue. Judgment for defendant. Regarding the devise of an estate. Lawrence – Interior notes on Shepherd, for the plaintiff, and Marriot, for the defendant. Also, interior notes on Lord Kenyon, J. Ashhurst, and J. Grose.
113	1796	<i>R. v. Proprietors of Oxford Canal Nav.</i>	King's Bench	Unreported	Poor rates		Paper Book of Orders, 2 pages. Front Page – “On an appeal against a poor rate it need not be proved to have been published in the Church, unless the want of publication is pointed out in the notice of appeal. Goods lying on a wharf of a carrier not liable to be rated to the poor of the parish where the wharf lies.” Lawrence – Interior notes on the arguments of Percival, Morris, and Vaughan. Also interior notes on Lord Kenyon and research notes on other cases and statutes.
114	3 February, 1796 1 May, 1796	<i>Cross v. Kaye</i>	King's Bench	6 T.R. 543, 663	Practice		Copy 6 th & 8 th Courts in the Deed, 1 small folded page. Front page – “An attorney is not liable to the penalties of the 25. G. 3. c. 80 for practicing in the Co [Reporter says Sheriff's Court, 6 T.R. at 663] Court by virtue of a [writ of] Justices without a certificate...Judgment arrested on these 2 counts.” Lawrence – Interior notes on 25 G. 3. c. 80 and the arguments of Wood and Law. Also, interior notes on Lord Kenyon.
115	30 April, 1796	<i>Rex v. Inhabs. of Heaton Norris</i>	King's Bench	6 T.R. 653	Settlement		Paper Book of Orders, 2 pages. Regarding settlements by birth. Order quashed. Lawrence – Marginal note to see <i>Rex v. Whixley</i> , 2 Const. 17. Very brief interior note on Topping and Lord Kenyon. Brief interior note on <i>Rex v. Whixley</i> .

Catalogue of Dampier Manuscripts: Lawrence Paper Books

MS #	Date	Case	Court	Reported	Type 1	Type 2	Notes
116	29 April, 1796	<i>Bullock v. Dommitt</i>	King's Bench	6 T.R. 650	Covenant to repair	Landlord/Tenant	Copy Demurrer Book, 6 pages. Front page – “Covenant to repair extends to the lessee of the premises being destroyed by fire without any default in the lessee...Judgment for plaintiff.” Lawrence – Interior notes on the arguments of Shepherd, for the plaintiff, and Wood, for the defendant. Also, interior notes on Lord Kenyon and J. Grose as well as notes on the case generally.
117	3 May, 1796	<i>Porter v. Shephard</i>	King's Bench	6 T.R. 665	Landlord/Tenant		Copy Error Book, 10 pages. Front page – “Lease granted for 7 years, with a provision for its determination at the end of the first 3 or 5 years on 6 months notice, & payment of rents taxes & performance of covenants, is not determined by such notice unless the rent [word?] are paid & the covenants performed...Judgment affirmed.” Lawrence – Brief marginal notes. Interior notes on Wood, for the plaintiff in error, and Praed, for the defendant. Also, interior notes on Lord Kenyon, J. Ashhurst, and J. Grose.
117 (sic)	25 April, 1796	<i>Rex v. Mawbey</i>	King's Bench	6 T.R. 619	New Trial		Copy Indictment, 18 pages. Front page – “If one of several defendants is acquitted on an indictment a new trial may be granted as to those found guilty.” Front page also has a note to see (“v.”) what looks like case citations. Lawrence – Interior notes on the case generally and other cases and statutes. Enclosed in main paper book is a small folded piece of paper signed by Mr. Justice Lawrence and titled “Case of The King agt. Robins.” Inside this folded piece of paper is another folded piece of paper titled “Extracts from the Rule Books in the Crown Office on the Subject of New Trials.” Enclosed within main paper book are another six pieces of folded paper with fairly extensive notes that appear to be on other cases and the case generally.
118	4 May, 1796	<i>Rex v. Inhabs. of Great Faringdon</i>	King's Bench	6 T.R. 679	Settlement		Paper Book of Order, 1 page. Regarding a settlement. Paper book signed “Mr. Justice Grose.” Interior notes on Lane and Lord Kenyon.
119	2 May, 1798	<i>Rex v. Wardens of the Coopers Co.</i>	King's Bench	See 7 T.R. 543	Mandamus		Paper Book of Mandamus and Return, 3 pages. Front page – “Mandamus to a fellowship or company to enroll an apprentice indenture stating that they ought to enroll them, but not stating any custom or other ground on which the enrollment ought to be made, is bad.” Lawrence – Interior notes dated May 4, 1796 on Chambre, for mandamus. “Mandamus quashed.”
120	31 May, 1796	<i>Parker v. Norton</i>	King's Bench	6 T.R. 695	Bankruptcy	Trover	Copy of Demurrer Book, 8 pages. Front page – “Bankruptcy no plea to an action of trover for a bill of exchange though that it might have waived the tort & come in under the commission.” Lawrence – Interior notes on Lawes, for the plaintiff, and Abbot, for the defendant. Interior notes on Lord Kenyon, J. Ashhurst, and J. Grose. Also, reference to Lord Mansfield in Goodtitle v. North in the notes on Lord Kenyon. Lawes, for the plaintiff, Lord Kenyon, and J. Grose refer to Lord Mansfield. (6 T.R. 696, 699, 700).
121	1796	<i>Malo v. Ranson</i>	King's Bench	Unreported	Fraud	Pleading	Demurrer Book, 10 pages. Front page – “Per [qudem] can't be replied to a release of one of the joint plaintiffs pleaded by the defendant...Pleading Fraud...On the part of the defendant.” Lawrence – Brief interior notes on Giles, for the defendant, and Russel, for the 4 plaintiffs. Also, interior notes on the case generally with reference to statutes and other cases.
122	1796	<i>Rex v. Inhabs. of Newark upon Trent</i>	King's Bench	Unreported	Poor rates		Paper Book of Orders, 1 page. Front page – “Poor's rate not to be quashed but amended by putting on a person omitted if it makes no alteration in the sums others are to pay...No person appearing in support of the order.” Lawrence – Interior notes on R. v. Maddern, 1 T.R. 625 and 17 G. 2. c. 38. S. 6.
123	1796	<i>Rex v. Inhabs. of Halifax</i>	King's Bench	Unreported	Settlement	Statute	Paper Book of Orders, 2 pages. Front page – “Examination of a soldier cannot be read to move his settlement unless taken before some Justice of the place where he was quartered – but this need not appear on the face of the examination, but in that case evidence should be given of it.” Lawrence – Brief interior notes on Lord Kenyon. Interior notes on 33 Sec: of 35. G. 3. c. 6 and a note to see R. v. Inh. of Clayton in Le Moors, 5 T.R. 704.

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MS #	Date	Case	Court	Reported	Type 1	Type 2	Notes
124	3 June, 1796	<i>Owen v. Nail</i>	King's Bench	6 T.R. 702	Bail bond	Trespass on the case	Copy Demurrer Book, 4 pages. Regarding a bail bond and trespass on the case. Judgment for the plaintiff. Lawrence – Interior notes on the arguments of Wood, for the plaintiff, and Wigley, for the defendant. Also, interior notes on Lord Kenyon and brief note on J. Grose, J. Ashhurst, and J. Lawrence. Also, interior notes on the case generally.
125	3 June, 1796	<i>Roe d. Hale v. Wegg</i>	King's Bench	6 T.R. 708	Will		Copy Case, 2 pages. Judgment for the plaintiff. Regarding the devise of a manor and recovery. Lawrence – Very brief marginal notes. Interior notes on Yates, for the plaintiff, and Baylay, for the defendant. Also, interior notes on Lord Kenyon and other cases and a statute.
126	8 June, 1796	<i>Rex v. Ginever</i>	King's Bench	6 T.R. 732	Statute		Paper Book of Demurrer, 7 pages. Front page – “If power is given to bailiffs & older men or the major part of them to elect the bailiffs a bylaw can't give the presiding officer a casting voice in case of an equality...Judgment for the Crown.” Lawrence – Brief marginal notes on declaration. Interior notes dates June 7, 1796 on Giles, for the Crown, and Wood, for the defendant. Also, interior notes on Lord Kenyon, J. Ashhurst, and J. Grose, as well as on the case generally.
127	7 June, 1796	<i>Worsley v. Wood</i>	King's Bench	6 T.R. 710	Insurance		Paper Book, 19 pages. Regarding the interpretation of an insurance policy. Lawrence – Interior notes dated May 3, 1796 on Wood, for the plaintiff in error, Lambe, for the defendant, and Lord Kenyon. Also, interior notes dated June 7, 1796 on Law, for the plaintiff, and Gibbs, for the defendant. Interior notes on Lord Kenyon, J. Ashhurst, and J. Grose. Also, fairly extensive interior notes on the case generally and other cases.
128	9 June, 1796	<i>Rex v. Philip Parry Price Myddleton</i>	King's Bench	6 T.R. 739	Contract		Copy of Issue, 3 pages. Front page – “Indictment for seducing an artificer to go into a certain foreign country called America - is good, without specifying what part of America.” Lawrence – Brief interior notes on the argument of the case and on Lord Kenyon. “Judgment, Penalty of 500 L,”
129	7 June, 1796	<i>Camden v. Anderson</i>	King's Bench	6 T.R. 723	Insurance	Trade	Special Verdict, 17 pages, declaration quotes from the policy on the ship Albemarle. Front page – “The 33. G. 3. c. 52 only repeals so much of the 9 & 10 W. 3 as inflicted penalties upon persons trading to the East Indies & does not repeal the exclusive right to trade granted to the company – and an insurance on a voyage contrary to that exclusive trade is illegal & void.” Lawrence – Marginal notes. Interior notes dated Jan. 26, 1796 on Park, for the plaintiff, and Giles, for the defendant. Interior notes dated April 15, 1796 on Wood, for the plaintiff, and Rous, for the defendant. Interior notes dated June 7, 1796 on Lord Kenyon. Also, brief interior notes on the case generally. Enclosed within main paper book are 4 folded pieces of paper with notes on the case generally as well as research notes on other cases and statutes.
130	1796	<i>Beacon of Abergavenny Canal Co, v. Prichard</i>	King's Bench	Unreported	Contract		Copy Demurrer Book, 7 pages. Front page – “Covenant will lie against one who contracts by deed to build & support a bridge of a certain form & for a certain time, if within that time it be washed down by a flood of such extraordinary magnitude that such bridge could not properly resist.” Lawrence – Interior notes on the arguments of Wood, for the plaintiff, and Praed for the defendant. Interior notes on Lord Kenyon. Also interior notes on the case generally and on other cases.
131	10 June, 1796	<i>Shakespear v. Peppin</i>	King's Bench	6 T.R. 741, 748	Statute		Copy of the Demurrer Book, 11 pages. Front page – “Common of pasture may be approved under the statute of mention though the commoner may be entitled to dig gravel & loam for repairs.” Lawrence – Brief marginal notes on declaration. Interior notes dated April 22, 1796 on Best, for the plaintiff, Barrow, for the defendant, and Lord Kenyon. Interior notes dated June 7, 1796 on Lord Kenyon. Also, fairly extensive section of interior notes on the case generally with notes on statutes and other cases. Enclosed within main paper book is a smaller paper book titled “Shakespear v. Peppin, Abstract of the Record.” Also enclosed within main paper book is a smaller paper book titled “Abstract of the Record, Peppin v. Shakespear.” Also, enclosed within main paper book is a folded piece of paper with notes on the case generally.

Catalogue of Dampier Manuscripts: Lawrence Paper Books

MS #	Date	Case	Court	Reported	Type 1	Type 2	Notes
132	1796	<i>Goodtitle d. Bayley v. Brace</i>	King's Bench	Unreported	Will	Limitation estate	Case, 2 pages. Regarding the devise of a "limitation estate." Lawrence – Marginal notes on declaration. Interior notes on Manley and Lord Kenyon. Also, section of interior notes on the case generally and other cases.
133	11 June, 1796	<i>Rex v. Inhabs. of Chailey</i>	King's Bench	6 T.R. 755	Pauper's Settlement		Paper Book of Orders, 2 pages. Regarding the gaining of a settlement by a pauper. Lawrence – Interior notes on the arguments of Newland and Partington. Interior notes on Lord Kenyon. "Order of sessions affirmed." Also, brief interior note to see two cases: R. v. Tedford and R. v. Mattingley.
134	11 June, 1796	<i>Rex v. Inhabs. of Stokesley</i>	King's Bench	6 T.R. 757	Pauper's Settlement		Paper Book of Orders, 2 pages. Regarding the gaining of a settlement by a pauper. "Order quashed." Lawrence – Interior notes on Chambre, Lord Kenyon, J. Ashhurst, and J. Grose.
135	15 June, 1796	<i>Rex v. Marsack</i>	King's Bench	6 T.R. 771	Extortion	Pleading	Copy Declaration, 3 pages. Front page – "Stat: of 28th Eliz: against extortion provides against taking above a certain sum on any execution against body lands goods or chattels – if a declaration mis-recites the statute in using the conjunction & instead of the disjunctive word or, its is bad...Left by the direction of the Court on a motion in arrest of judgment." Lawrence – Interior notes on Manley, Lawes, and Lord Kenyon. Also a section of interior notes on the case generally. Enclosed within main paper book is a folded piece of paper titled "King v. Marsack" that contains notes on the case generally.
136	8 June, 1796	<i>Rex v. Inhabs. of Culmstock in Devon</i>	King's Bench	6 T.R. 730	Pauper's Settlement		Paper Book of Order, 1 page. Regarding the gaining of a settlement by a pauper. • Lawrence – Interior notes on Lord Kenyon and the case generally.
136a	1800?	<i>White v. East India Co.</i>	King's Bench	Unreported	Assumpsit	Carriage by sea	Special Case, 24 pages, plus 2 page statement of the case and question for the opinion of the court with notes in margin. Note: this 2 page statement of the case names the parties as White, Everett, Mestaer, & Nash v. The United Company of Merchants of England trading to the East Indies. Front page – No headnote. "Judgment for plaintiff. June 17, 1800." "Action of assumpsit to recover a sum of money from defendants as a compensation for the use of the plaintiffs' ship Princess Mary in the East Indies ..." (MS 1). Lawrence – Marginal notes. Written across the back of the pages of the declaration are notes dated May 9, 1800 on Giles, for the plaintiff, and Rous, for the defendant. Also, notes on Lord Kenyon. Also written across the back of the pages of the declaration are notes dated June 17 (no year given) on Giles, for the plaintiff, Wood, for the defendant, and Lord Kenyon. Enclosed within main paper book is a 25 page document titled "Form of the charterparty used by the India Company for their regular ships referred to by the special case." This document is bound so that it reads like a book and is typewritten. Its is signed "Mr. Justice Lawrence."
137	11 November, 1796	<i>Gordon v. Harper</i>	King's Bench	7 T.R. 9	Trover		Special Case, 1 page. Action in trover for household furniture. Lawrence – Interior notes on Burrough, for the plaintiff, Lord Kenyon, J. Ashhurst, J. Grose, and notes on the case generally. Enclosed within main paperback is a folded piece of paper with research notes on other cases.
138	1796	<i>Doe d. Johnson v. Smith</i>	King's Bench	Unreported	Will		Copy Special Verdict, 4 pages. Regarding the devise of a will. Lawrence – Interior notes on Holroyd for the plaintiff and Lord Kenyon. Also, interior note on another case, Pierson v. Garnell.
139	15 November, 1796	<i>Davis v. Lewis</i>	King's Bench	7 T.R. 17	Slander	Pleadings	Copy Paper Book, 6 pages. Regarding slander and pleadings. Lawrence – Brief marginal notes. Interior notes on Forrest, for the plaintiff, and Giles, for the Defendant, Interior notes on Lord Kenyon and a note to see "12 Coke 134." Also, very brief section of interior notes on the case generally.
140	[Missing]						

Catalogue of Dampier Manuscripts: Lawrence Paper Books

MS #	Date	Case	Court	Reported	Type 1	Type 2	Notes
141	18 November, 1796	<i>Gill v. Scrivens</i>	King's Bench	7 T.R. 27	Bankruptcy	scire facias	Copy Demurrer, 7 pages. Front page – “Sci:fa: against the goods of a bankrupt after a 2d commission [?] state that his effects had not paid 15s in the pound under such second commission...Scire facias pleading...Sa:fa Quashed.” Lawrence – Very brief marginal notes. Interior notes dated Nov. 15, 1796 on Chambre, for the plaintiff, and Law, for the defendant, Interior notes dated Nov. 18, 1796 on Chambre, for the plaintiff, and Lord Kenyon. Also, section of interior notes on the case generally and the statute 5 G. 2. c. 30 sec. 9.
142	19 November, 1796	<i>Rex v. Barwick</i>	King's Bench	7 T.R. 33	Partnership		Paper Book of Orders, 2 pages. Front page – “One who occupies lands in partnership with others, is liable to take an apprentice, though he does not reside in the parish & though some of the partners do reside in the parish.” Lawrence – Interior notes on Lord Kenyon. Also, interior notes on the case generally, statute 8-9 W. 3. c. 30, and R. v. Clapp (3 T.R. 107).
143	22 November, 1796	<i>Goodtitle d. Jones v. Jones</i>	King's Bench	7 T.R. 43	Ejectment	Inheritance	Copy of Transcript, 17 pages. Front page – “If a special verdict finds an outstanding term, although the jury might have presumed it to have been surrendered, the person seized of the inheritance can't recover on his own demise in ejectment. The court can't grant a [cestui que use] in such case that the jury may find a surrender of the term.” Also, note on front cover in very faint pencil to see Williaham's(?) opinion. Under this is the abbreviation for Lord Kenyon (L K). Lord Kenyon: “That what was said by Lord Mansfield in Lade v. Holford (a), ‘That he would not suffer a plaintiff in ejectment to be nonsuited by a term standing out in his own trustee, or a satisfied term set up by a mortgager against a mortgagee, but direct a jury to presume it surrendered, must be understood with this restriction, that in either case the jury might presume the term surrendered, but that without such surrender the estate in the trustee must prevail at law, and that to the proposition so qualified he fully assented.’ (7 T.R. at 45). Brief marginal notes. Interior notes on the arguments and Walton, Ellis, Lord Kenyon, and J. Lawrence. Also, a section of interior notes on the case generally. Enclosed within main paper book is a folded piece of paper with a timeline of notes on the case.
144	22 November, 1796	<i>Huddersfield Canal Co. v. Buckley</i>	King's Bench	7 T.R. 36	Statute	Debt	Copy Special Case, 3 pages. Front page – “If an act of parliament says a sum of money may be recovered by action of debt or on the case. An action of the case may be brought upon payment without laying an assumpsit. Interest may be given by a jury as damages for non-payment of money at the day.” Brief interior notes. Interior notes on Topping, for the plaintiff, and Yates, for the defendant. Interior notes on Lord Kenyon, J. Lawrence, and J. Grose. Also, section of interior notes on the case generally with reference to other cases.
145	23 November, 1796	<i>Rex v. Sikes</i>	King's Bench	7 T.R. 56	Statute	Duties of excise	Paper Book of Acquittal, 3 pages. Front page – “If after the duties of excise are charged on wash made for extracting spirits if any part of the wash is lost by accident, the manufacturer cannot be relieved from any part of the duty as for an surcharge....Statutes 26 Geo 3 c 73 S1, S2, S16, S69...” Lawrence – Brief marginal notes on declaration. Interior notes dated Nov. 11, 1795 on Wood, against the adjudication, Shepherd, and Lord Kenyon. Interior notes dated Nov. 23, 1796 on Erskine and Lord Kenyon. Also, interior notes on the statute 26 G 3 c 73 sec 1.
146	23 November, 1796	<i>Rex v. Startifant</i>	King's Bench	7 T.R. 60	Poor rates	Attorney fees, exempt	Paper Book Orders, 1 page. Front page – Signed Mr. Justice Grose. “An attorney is not liable to be assessed to the poor's rate for the profits of his profession.” Interior research notes on other cases.
147	23 November, 1796	<i>R. v. Justices of W. Riding of Yorkshire</i>	King's Bench	Unreported	Mandamus		Paper Book of Mandamus & Return, 2 pages. Front page – “Mandamus to the justices of the peace to allow the coroner of a liberty his fees is bad – unless the writ states that the liberty contributes to the county rates...Writ Quashed.” Lawrence – Very brief marginal note. Brief interior notes on Chambre, Lambe, and Lord Kenyon. Also, note to 15. G. 3. c. 29. s. 5.

Catalogue of Dampier Manuscripts: Lawrence Paper Books

MS #	Date	Case	Court	Reported	Type 1	Type 2	Notes
148	1796	<i>Rex v. William Lord</i>	King's Bench	Unreported	Poor rates		Paper Book of Order, 4 pages. Front page – “Appellant against a poor rate must not only show that others are rated at less than the value of their estates, but must show himself as aggrieved by being overrated and that the rate is not proportionate. Parson of a parish is not entitled to any allowance in his rates in consideration of the [word?] of doing the parochial duty.” Lawrence – Brief interior notes on Gibbs, Leach, and Lord Kenyon.
148b	15 November, 1796	<i>Cooper v. Elston</i>	King's Bench	7 T.R. 14	Contract		Special Case, 1 small folded page. Front page – “If goods are contracted for to be delivered at a future time & no memorandum in writing, nor any thing given, nor part of the goods – such is in within the statute of frauds...Judgment for defendant.” Lawrence – Notes written across the back of the declaration on Clarke, for the plaintiff, Lord Kenyon, and J. Grose.
149	24 November, 1796	<i>Manton v. Moore</i>	King's Bench	7 T.R. 67	Bankruptcy	Arbitration	Copy of Arbitration Award, 3 pages. Front page – “A having had advanced to him by a canal Co. large sums of money towards the works of the canal - & having large quantities of bricks & other materials lying on the banks of the canal which was the soil of the Co. to secure the sum due & a further sum advanced, made a bill of sale of those materials to the Co. by deed – This not fraudulent nor an act of bankruptcy, as on the execution of the bill of sale, the possession of the commodities follows the property(?) & was in the Company though no manual possession was taken of them.” Lawrence – Very brief marginal notes. Interior notes on Gibbs, Perceval, Parke, and Vaughan. Also, interior notes on Lord Kenyon, J. Ashhurst, J. Grose, and J. Lawrence. Enclosed within main paper book is a formally written document titled “Copy of the Bill of Sale referred to by the Award.” (2 pages).
150	1796	<i>Doe d. Dancer v. Tempest Bart</i>	King's Bench	Unreported	Will	Parol evidence	Copy Case for the Opinion of the Court, 4 pages. Front page – “Qy if a parol republication of a will will direct the [word?] of the surrender of a copyhold purchased subsequent to the making of the will...v. Doe v. Danvers H:46.G3.” Lawrence – Brief marginal notes. Interior notes on Scott, for the plaintiff, Gills, for the defendant, and Lord Kenyon. Possible reference to Lord Mansfield (L.M.) in the interior notes on the back of page 4 of the declaration. Also, section of interior research notes with reference to other cases and statutes. Enclosed within main paper book is a folded piece of paper with notes on the case and other cases.
151	10 November, 1796	<i>Rex v. Burks</i>	King's Bench	7 T.R. 4	Libel		Copy of Issue, 5 pages. Front page – “Information for a libel is good though not laid to be vi et armis...” Front page also notes the judgment pronounced by J. Ashhurst. Lawrence – Interior research notes on other cases and statutes.
152	27 January, 1797	<i>Hodgson v. Bell</i>	King's Bench	7 T.R. 97	Debt		Special Case, 2 pages. Action of debt on bond. Judgment for the defendant. Lawrence – Brief marginal notes. Interior notes on Vaughan, for the plaintiff, Wood, for the defendant, and Lord Kenyon. Also, interior note to another case.
153	27 January, 1797	<i>Long v. Blackall</i>	King's Bench	7 T.R. 100	Limitations on devise		Case – “In Chancery...directed by the Lord High Chancellor of Great Britain for the Opinion of the Honorable the Judges of the Court of King's Bench...to be certified,” 4 pages. Regarding limitations on devise to an unborn infant. Lawrence – Brief marginal notes. Interior notes on Chambre, for the P, Wood, for the defendant, and Lord Kenyon. Also, interior research notes on the case generally and other cases.
154	27 January, 1797	<i>Doe d. Harman & Wife v. Morgan</i>	King's Bench	7 T.R. 103	Descent of estate		Special Case, 2 pages. Regarding the descent of a copyhold estate ex parte materna and paterna. Lawrence – Internal notes on Dauncey, for the plaintiff, and Russell, for the defendant. Internal notes on Lord Kenyon. Also, interior research notes with reference to other cases.

Catalogue of Dampier Manuscripts: Lawrence Paper Books

MS #	Date	Case	Court	Reported	Type 1	Type 2	Notes
155	28 January, 1797	<i>Rex v. Inhabs. of Llanbedergoch</i>	King's Bench	7 T.R. 105	Pauper's Settlement		Paper Book of Orders, 2 pages. Front page – “A pauper having taken a tenement of 10l is tortiously removed by the parish officers before the expiration of 40 days – no fraud being found – this no settlement.” Although front page is dated 1796 and says the case was to be argued on Nov. 24, 1796, a folded piece of paper enclosed within the main paper book is dated Sat. Jan. 28 – which corresponds with the reporter's account of the case being argued on that date in 1797. The enclosed paper has notes on Gibbs and Lord Kenyon.
156	1797	<i>Rex v. James Parsons</i>	King's Bench	Unreported	Poor rates		Paper Book of Orders, 1 page. Front page – “Houses in a Boro in the possession of the owners, which have never been rated are nevertheless liable in the Poor Rate.”
156x	1 February, 1797	<i>Morton v. Lamb</i> SS Vol. 128: 235	King's Bench	7 T.R. 125	Contract		Copy Issue, 1 small page. Contract Case. Head-note written on a page of notes that is stapled to the back of the main paper book – “In a action for not delivering goods the plaintiff should state that he tendered the price, unless he shows that the defendant was not at the appointed time at the hour of delivery, unless the promise of the plaintiff is held to be the consideration of defendant's promise.” This page has notes on the case generally with reference to other cases. Notes on the case generally and referring to other cases appear on the main paper book and on a folded piece of paper enclosed within the main paper book.
157	1797	<i>Rex v. Inhabs. of Storrington</i>	King's Bench	7 T.R. 133	Settlement	Certificate	Paper Book of Orders, 2 pages. Front page – “A certificate will not prevent the son of the certificate person gaining a settlement if other children are enumerated in it, and that son designedly omitted.” Lawrence – Marginal notes. Interior notes on the arguments made by Leach, Garrow, and Partington. Brief interior research notes referring to cases and statute. Note on back of paper-book referring to Gills in the case <i>Rex v. Llanbedergoch</i> .
158	7 February, 1797	<i>Lord Walpole v. Lord Cholmondeley</i>	King's Bench	7 T.R. 138	Will	Parol evidence	Copy Bill of Exceptions...the plaintiff in error to the Opinion of the Court of Common Pleas on Trial at Bar, 19 pages. Front page – “Before parol evidence is admissible to remove a latent ambiguity in a will the latent ambiguity must be shown & if on statement of the evidence to raise the latent ambiguity the Court are of opinion, it will not use it, the Court are to reject the going into such evidence.” Lawrence – Marginal notes on declaration. Interior notes on the argument of St Williams, for the defendant Lord Walpole. (Note, reporter says Williams was for the P in error). Also, interior notes on Serjeant Palmer for “the other side.” Also, interior notes on Lord Kenyon, J. Grose, and J. Lawrence. Also, interior research notes. Possible reference to Lord Mansfield on the interior notes on the back of pages 13 & 14, but looks more like “L. Maulisfield.”
159	8 February, 1797	<i>Rex v. W. Lovet</i>	King's Bench	7 T.R. 152	Poaching		Paper Book of Conviction, 1 page. Front page – “Conviction in the penalty of 5 L for using a setting dog & a gun to destroy game is good and it shall be intended they were used at the same time. Conviction on the game laws should state the evidence, on which the magistrate determined the party had none of the qualifications which by law enable a man to kill game.” Lawrence – Interior notes on the arguments of Holroyd and Law. Interior notes on Lord Kenyon and J. Grose.
160	8 February, 1797	<i>Rex v. N. Payton</i>	King's Bench	7 T.R. 153	Writ of Excommunicato		Copy Writ of Excommunicato Capiendo, 1 page. Front page – “Writ of Excom : Capiendo is good, though it does not appear by it that the defendant was commorant in the diocese at the time of the excommunication. And it is sufficient to state, that it was in a cause of defamation merely spiritual without stating the slander – and if the greater excommunication instead of the lesser be pronounced that is grounds of appeal & not a ground for quashing the writ.” Lawrence – Interior notes on Manley, Warren, and Lord Kenyon. Also interior research notes on the case generally and other cases. Enclosed within main paper book is a 1 page document titled “ <i>Rex v. Payton</i> argued last term by Manley & Warren & stands for the opinion of the Court...Rule discharged Feb : 8th 1797.” This document is written in more formal handwriting and states the motion to quash the writ of excommunicato capiendo and summarizes how other cases related to this case.

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MS #	Date	Case	Court	Reported	Type 1	Type 2	Notes
160a	1797	<i>Parsons v. Pitts</i>	King's Bench	Unreported	Jurisdiction	Equity	Copy Case – referred to the judges of the court of King's Bench – by his Honor, the Master of the Rolls, 2 pages, 3 page copy of the will of Mr. W. Cole (with brief marginal notes) is enclosed within main paper-book. Front page – “The Court of KB will not on a case from the Court of Chancery give any opinion where the question is mostly/merely(?) equitable...v: Doo v. Brabant 4 T.R. [706]...” Front page also has a note saying, “L Kenyon asked where the legal estate was ... it is a more equitable Qa. it must go back again.” Lawrence – Marginal notes on declaration. Notes on the case generally with reference to another case written across the back of the first page of the declaration.
161a	10 May, 1797	<i>Rex v. Inhabs. Parish of Fritwell</i>	King's Bench	7 T.R. 197	Pauper's Settlement		Paper Book of Orders, 2 pages. Regarding a pauper's settlement. Brief marginal notes. Interior notes on Perceval, in support of the rule, and Mackaness. Also, interior notes on Lord Kenyon and J. Ashhurst. Very brief interior research notes.
161b	10 May, 1797	<i>Chater v. Beckett</i>	King's Bench	7 T.R. 201	Statute of frauds	Parol evidence	Copy Declaration R.A., 4 pages, attached to upper left corner of declaration is an order for the defendant to show why this cause should not be set aside. Regarding parol evidence and the statute of frauds. Interior notes on the arguments of Mingay, Lawes, Gibbs, and Wigley. Notes on Lord Kenyon and Justices Grose and Lawrence. Also, brief interior research notes.
162	9 May, 1797	<i>Neale v. De Garay</i>	King's Bench	7 T.R. 243	Joint contractor	plea in abatement	Copy Demurrer Book, 4 pages. Front page – “Plea in abatement of a joint contractor not named good though no venue be laid - & though the joint contractor is stated to be living in part beyond the [word?] e.g. – Spain.” “May 10th Judgment for defendant.” Lawrence – Interior notes on Marryatt, for the plaintiff, and Walton, for the defendant. Also, interior research notes referring to other cases. Enclosed within main paper book is a 1 page document with notes on the case generally.
163	12 May, 1797	<i>Harrison v. Jackson</i>	King's Bench	7 T.R. 207	Partnership		Special Case, 1 page. Front page – “One partner cannot bind the others by deed unless specifically authorized so to do.” Lawrence – Notes on Dampier and Giles written on the declaration. Note on Lord Kenyon and to see Bell v. Dunsterville, 4 T.R. 313, on back of declaration.
164	12 May, 1797	<i>Burnett v. Kensington</i> SS Vol. 128: 104	King's Bench	7 T.R. 210	Insurance		Special Case, 3 pages. Shipping Insurance Case. Front page – “If a policy is made on a cargo free from average unless general or the ship be stranded – the underwriters are liable for a partial loss not arising from the stranding.” Lawrence – Interior notes dated Feb. 7, 1797 on Cowper, for the plaintiff, and Scarlet, for the defendant. Interior notes dated May 12, 1797 on Park, for the plaintiff, and Erskine, for the defendant. Enclosed within main paper-book is a 1 page document with notes on other cases including Lord Kenyon's opinion in Nesbitt v. Lushington, 4 T.R. 783, and Lord Mansfield in Smith v. Wilson. On another small folded paper there are more notes on Nesbitt v. Lushington and Smith v. Wilson, 3 Burr:1550. Another enclosed piece of paper appears to have notes on the case generally. Also enclosed within main paper-book is a copy of the insurance policy. References to Lord Mansfield and Wilson v. Smith in the argument for the defendant, and opinions of Lord Kenyon, and J. Lawrence (7 T.R. at 220, 222, 225).
165	16 May, 1797	<i>Gordon & Anot., assignees of Cameron v. East India Co.</i>	King's Bench	7 T.R. 228	Bankruptcy	Statute	Special Case, 4 pages, attached to upper left hand corner is a court order from the sitting at nisi prius at Guildhall. Regarding bankruptcy and the statute 21. J. 1. c. 19. Lawrence – Brief marginal notes. Interior notes dated May 9th on Giles, for the plaintiff, Lawes, for the defendant, and Lord Kenyon. Interior notes dated May 16th, 1797 on Giles, for the plaintiff, Lawes, for the defendant, and Lord Kenyon. Also, interior research notes on case and statute. Enclosed within main paper book is one folded page of notes on the case generally with references to other cases. Much of the notes are crossed out.
166	16 May, 1797	<i>Rex v. J.A. Harris</i>	King's Bench	7 T.R. 238	Poaching	Criminal Procedure	Paper Book of Conviction, 2 pages. Front page – “...for killing two hares...conviction bad for want of an adjudication of the penalty – Qy if 1.J.1.c.27.s.2 – be repealed.” Lawrence – Very brief marginal notes. Brief interior notes dated May 17, 1797 on Erskine, Garrow, and Lord Kenyon. “Conviction quashed.”

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MS #	Date	Case	Court	Reported	Type 1	Type 2	Notes
167	1797	<i>Bischoff v. Agar</i> SS Vol. 128: 264 (entire paper book transcribed)	King's Bench	Unreported	Insurance		Case, 2 pages. Front page – “Qy if an embargo in the port of this kingdom is within the words “detainment of Princes” – in policies of insurance? & how soon notice must be given of abandonment.” Lawrence – Brief marginal notes. Interior notes on Cross, for the plaintiff, Erskine, Parke, Lord Kenyon, and Grose. Also, brief interior note as to whether this case falls within the policy of notice to abandon...reference to see Mitchel v. Edie (1 T.R. 608) and Allwood v. Henckell (Parke 172).
168	19 May, 1797	<i>Bristow v. James</i>	King's Bench	7 T.R. 257	Debt		Copy of Paper Book, 3 pages. Front page – “Action on 9. Ann c. 14 – to recover back money lost at play – It is a good plea in abatement that the money is owing from others besides the defendant.” Lawrence – Marginal note, “9 Ann c 14. ”Brief interior notes on Holroyd, for the plaintiff, and Lord Kenyon. Also, interior note to see “Brandon v. Pate – PB in LP No. 1.”
169	19 May, 1797	<i>Pres. & Scholars of St. John's College, Oxford v. Murcott</i>	King's Bench	7 T.R. 259	Outlawry		Copy of Special Case, 3 pages. Regarding outlawry. Lawrence – Marginal notes on declaration. Interior notes on Vaughan, for the plaintiff, and Romilly, for the defendant. Interior notes on Lord Kenyon and J. Ashhurst. Also, brief interior research notes referring to cases and the statute 8 Ann c. 14.
170	1797	<i>Bakewell v. Whitaker</i>	King's Bench	Unreported	Real Property		Copy of Demurrer Book, Plaintiff to Have Leave to Amend, 7 pages folded like a book. Front page – “In an action of covenant for non payment of the purchase money of an estate, it should be stated what interest the vendor had in the lands to be sold.” Lawrence – On last page of declaration are notes on Banner, for the defendant, and Lord Kenyon. On the back page of the folded paper-book are notes on the cases generally with references to other cases.
171	23 May, 1797	<i>Doe d. Neville v. Rivers</i>	King's Bench	7 T.R. 276	Will	Real Property	Special Case, 2 pages, Order by the Court to set down the action in the paper of cases is attached to the upper left hand corner of the declaration. Regarding the devise of an estate. Marginal notes. Interior notes on Durnford, for the plaintiff, with a possible reference to Lord Mansfield on lease and release by tenant in tail. Interior notes on Burrough, for the defendant. Also, interior research notes on the case generally.
172	23 May, 1797	<i>Sedgworth v. Overend</i>	King's Bench	7 T.R. 279	Procedure	Partnership	Copy Demurrer Book, 4 pages. Front page – “Action by 3 out of 4 joint owners of a ship for running another down. Plea in abatement that the 4th joint owner is not a plaintiff. It is a good replication that the 4th hath already recovered for his share of the damage arising from the injury. Lawrence – Interior notes on Marryatt, for the defendant, Lord Kenyon, J. Ashhurst, and J. Grose. “Respondent Ouster.” Also, interior note to Addison v. Overend, 6 T.R. 766. Enclosed within main paper-book is a folded piece of paper with research notes.
173	20 June, 1797	<i>Marks v. Upton</i>	King's Bench	7 T.R. 305	Debt	Annuity	Copy Demurrer Book, 2 pages. Front page – “An insolvent debtor discharged under the 34.G.c.69 – is liable to be sued for an annuity becoming due subsequent to his discharge on a deed prior to that time.” Lawrence – Brief marginal notes. Brief interior notes on Wigley, for the plaintiff, Erskine, for the defendant, and Lord Kenyon. Also, interior research notes on 34 G. 3. c. 69. Sec. 31 and a note to see Cotterell v. Hooke, Dougl 97.
174	20 June, 1797	<i>Westerdell v. Dale</i>	King's Bench	7 T.R. 306	Statute	Joint Ownership	Copy Special Verdict, 7 pages. Front page – “If the part owner of a ship assigns his share of it to the other part owner & the deed of assignment does not truly recite the certificate of registry in pursuance of the 26.G.3.c.60 – the property will not pass from him and he will become liable for repairs done to the vessel subsequent to his assignment by the order of the other past owner – Qy if the mortgagee of a ship who has not taken possession is liable for the repairs.” Lawrence – Brief marginal notes. Interior notes dated May 15, 1797 on Wood, for the plaintiff, Chambre, for the defendant, and Lord Kenyon. Interior notes dated June 20, 1797 on Law, for the plaintiff, Marryatt, for the defendant, Lord Kenyon, J. Ashhurst, J. Grose, and J.Lawrence. Also, interior research notes with reference to cases and statutes.

Catalogue of Dampier Manuscripts: Lawrence Paper Books

MS #	Date	Case	Court	Reported	Type 1	Type 2	Notes
175	20 June, 1797	<i>Smith v. Broomhead</i>	King's Bench	7 T.R. 300	Statute	Commission	Copy Demurrer Book, 4 pages. Front page – “In an action by the assignee upon a bond given to the Chancellor on suing out a commission and assigned by him in pursuance of the 5th.G.2.c30 it is not necessary to aver that the commission was sued out maliciously, nor is it necessary to show that the chancellor assessed the damages, nor is such bond within the 8 & 9.W.3.c.11.” Lawrence – Brief marginal notes. Interior notes on Onslow, for the plaintiff, and Lord Kenyon. Also, interior research notes on the case generally with reference to the statute 5 G.2.c.30.s.23. Enclosed within main paper-book is a piece of paper that appears to list the defendant’s arguments maintaining that the declaration was bad.
176	23 June, 1797	<i>Weakley d. Knight v. Rugg</i>	King's Bench	7 T.R. 322	Will		Copy Special Case, 2 pages. Regarding the devise of a will to three daughters. Lawrence – Brief marginal notes. Interior notes on Dampier, for the plaintiff, Jekyll, for the defendant, and Lord Kenyon.
177	27 June, 1797	<i>Venables v. Morris</i>	King's Bench	7 T.R. 342, 438	Deed	Estates created	Copy Case, 2 pages, attached to upper left hand corner is a certificate signed by Lord Kenyon, J. Ashhurst, J. Grose, and J. Lawrence - printed in 7 T.R. 438. Lawrence – Very brief marginal notes. Interior notes dated June 23, 1797 on Barrow, for the plaintiff, and Benyon, for the defendant. Also, interior notes on Lord Kenyon and J. Ashhurst. Also, brief interior notes on the case generally.
178	23 June, 1797	<i>Goodright d. Balch v. Rich</i>	King's Bench	7 T.R. 327	Ejectment	Real Property	Copy Amended Special Case, 1 page. Front page – “Plaintiff in ejectment must prove the defendant in possession of the estate for which the ejectment is brought, notwithstanding that he entered into the consent rule.” Lawrence – Interior notes dated June 23, 1797 on the argument of Praed, for the plaintiff as well as on Lord Kenyon, J. Grose, and J. Ashhurst. Enclosed within the main paper book is a second paper book that is titled “Copy special case” and consists of a 1-page declaration that is very similar to the “Copy amended special case. Includes interior notes dated May 23, 1797 on Praed, for the plaintiff, Gibbs, and Lord Kenyon. Also, interior research notes with reference to other cases.
179	1797	<i>Byrne v. Pattinson</i>	King's Bench	Unreported	Carriage by sea	Freight	Special Case, 3 pages. Front page – “A ship was chartered from Liverpool to Madeira & Barbados & from there back to Liverpool at 136:10: per month – the freight be paid on the ship at Liverpool after having delivered goods at Madeira the ship was captured – no freight is due pro rata itineris.” Lawrence – Very brief marginal notes. Interior notes on Evans, for the plaintiff, Wood, for the defendant, and Lord Kenyon. Also, interior research notes on the case generally and a reference to see <i>Luke v. Lyde</i> (Burr. 882).
180	27 June, 1797	<i>Lees v. Smith</i>	King's Bench	7 T.R. 338	Insurance	Statute	Demurrer Book for Defendant, 16 pages. Front page – “An agreement by the owners of several ships in case of the loss of any of their ships to pay a proportionate part of the loss, and in case of the failure of any of them, the others to pay his [part], is a void contract of insurance by the 6.G1.c:18...if there had been no agreement to be responsible for the shares of those who should happen to fail.” Brief marginal notes. Interior notes on Dickins, for the plaintiff, Lord Kenyon, J. Ashhurst, and J. Lawrence. Also, interior notes on 6.G.1.c.18.
181	28 June, 1797	<i>Mitchinson v. Hewson</i>	King's Bench	7 T.R. 348	Assumpsit	Feme Covert	Copy Paper Book, 2 pages. Front page – “Assumpsit will not lie against the husband alone to recover a debt due from the wife before coverture & no express promise of the husband shall be presumed after verdict.” Lawrence – Interior notes on Raine, Bayley, and Lord Kenyon. Reporter - Raine refers to Lord Mansfield in <i>Hawkes et. Uxor v. Saunders</i> [Cowan. 290.]: “Lord Mansfield said ‘where a man is under a legal or equitable obligation to pay, the law implies a promise ...’” (7 T.R. at 348, 349).
182	1797	<i>Rex v. Mayor of Kingston upon Hall</i>	King's Bench	Unreported	Poor rates		Paper Book of Order, 1 page. Front page – “No costs are to be given on an appeal against a poor’s rate, if the appellants do not appear at the sessions & prosecute the appeal.”

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MS #	Date	Case	Court	Reported	Type 1	Type 2	Notes
183	1 July, 1797	<i>Rex v. J. Bagshaw, Esq. & Others</i>	King's Bench	7 T.R. 363	Statute	Eminent Domain?	Paper Book of Verdict Inquisition &c., 2 pages. Front page – “On an inquisition of damages taken under a turnpike act directing notice to be given to the owner of the land to whom a compensation is to be made – if the inquisition does not state on the face of it that such notice was given – it will be bad.” Lawrence – Very brief interior notes on Gibbs and Lord Kenyon.
184	1 July, 1797	<i>Rex v. Inhabs. Of Mathon</i>	King's Bench	7 T.R. 362	Contract		Paper Book of Orders, 3 pages. Front page – “A certificate from a parish engaging to provide for any children a single woman may have does not extend to such illegitimate children as she may have, if when she was not then pregnant.” Lawrence –Interior notes on Burrow and Lord Kenyon. Interior research notes.
185	20 June, 1797	<i>Rex v. Crossley</i> SS Vol. 128: 103, 148, 158	King's Bench	7 T.R. 315	Perjury		Objections in arrest of Judgment, 3 pages. Regarding an indictment for perjury in an affidavit to discharge a rule of court. Lawrence – Marginal notes. Interior notes on Lord Kenyon and Erskine. Interior notes on the case generally. Enclosed within main paper book is a three-page document that appears to recite the objections to the indictment in formal handwriting. In informal handwriting are notes on the case and several references to other cases. On another smaller piece of paper enclosed within the main paper book are brief notes on a case R v. Taylor. On a very small piece of paper enclosed within the main paper book is a reference to Rex v. Stott under the title “venue.”
186	1797	<i>Goodere, Kn^t v. Lord Melbourne</i>	King's Bench	Unreported	Conveyance	Covenant of good title	Copy Paper Book, 5 pages. Front page – “If the purchaser of lands sells them, & afterwards takes a reconveyance from his vendee with a covenant for a good title, he may notwithstanding maintain an action against the original seller on his covenant for a good title.” Lawrence – Brief marginal notes. Brief interior notes on Lord Kenyon. Also, brief interior research notes.
187	10 November, 1797	<i>Goodtitle d. Holford & Baronet v. Otway</i>	King's Bench	7 T.R. 399	Will	Real Property	King's Bench written over the words “common pleas” that are crossed out, Error Book, 26 pages. Regarding the devise of an estate and revocation. Lawrence – Marginal notes on the declaration. Interior notes dated May 23 1797 on Williams, for the plaintiff, and Perceval, for the defendant. Interior notes dated Nov. 10, 1797 on Balguy, for the defendant, and Gibbs, for the plaintiff. Also, interior notes on Lord Kenyon, J. Ashhurst, and J. Grose as well as research notes. Reference to Lord Mansfield within the interior notes on the back of pages 9, 13, and 21 of the declaration. Reporter: Reflects the discussion of Lord Mansfield's opinion – (7 T.R. at 412-13, 418-20). Enclosed within main paper book is a 6-page typed document for the appellant's case in Charles Cave v. Robert Holford from the House of Lords. On the front cover is a hand written note that this appeal was heard in Hilary Term 1799. Also enclosed, is an 8-page typed document for the case of the respondents, Henry Otway & Wife, in the case of Charles Cave v. Henry Otway from the House of Lords. Also enclosed within the main paper book are two folded documents with research notes and notes on the case generally. Also, there is a piece of paper titled “Note of Mr. J. Buller & L.C.J. Eyres opinions in delivering the judgment of the Court of CP in Goodtitle v. Otway.”
188	12 November, 1797	<i>Rex v. Inhabs. of West Riding</i>	King's Bench	7 T.R. 377	Appeal	Damages	Paper Book of Orders, 3 pages. Front page – “An order made by the sessions to pay the expenses of the prosecution for a misdemeanor out of the county rate is bad.” Lawrence –Very brief interior notes on Law, Lord Kenyon, and the statute 12.G.2.c. 29.
189	14 November, 1797	<i>Doe d. Barnett v. Keen</i>	King's Bench	7 T.R. 386	Inheritance		Copy Special Case, 2 pages. Front page – “If the guardian of two parceners by different venters enters, the other parcener being an infant, this shall operate as an entry by the guardian of the infant, & create a possessio fratris.” Lawrence – Marginal notes. Written across the back of the two-page declaration are notes on Moore, for the plaintiff, Best, for the defendant, and Lord Kenyon.

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190	15 November, 1797	<i>Cook v. Jennings</i>	King's Bench	7 T.R. 381	Carriage by sea	Freight	Demurrer Book, 4 pages. Front page – “On a charter party to pay freight acc: to the quantity of goods delivered at lo. 1/4th on the ships arrival, & the residence of bills at 4 months, no action is maintainable on such charter party for freight pro rata itineris if the goods are not brought to the port of delivery though the merchant takes possession of them at another place.” Lawrence – Interior notes on Wood, for the plaintiff, and Garrow, for the defendant. Also, interior notes on Lord Kenyon, J. Ashhurst, and J. Grose. Also, brief interior research notes referring to the case <i>Luke v. Lyde</i> , 2 B. 882. Reporter: Lord Kenyon – “The case of <i>Luke v. Lyde</i> is very distinguishable from the present, that being the case of a general assumpsit for the freight of goods, in which Lord Mansfield states the marine law on this subject.” (7 T.R. at 384).
191	1797	<i>Rex v. John Cullimore</i>	King's Bench	Unreported	Poor laws	Overseer of hamlet	Paper Book of Orders, 2 pages, attached to upper left hand corner of declaration is a small document nominating and appointing Cullimore as overseer of the poor of Hamlet. Front page – “Appointment of a substantial freeholder to be the overseer of a Hamlet consisting of a single farm is bad.” Lawrence – Marginal notes. Very brief interior notes on Dauncey and Lord Kenyon.
192	14 November, 1797	<i>Atkinson v. Elliot</i>	King's Bench	7 T.R. 378	Bankruptcy		Case Reserved, 1 page. Front page – “A owing B 430 due the 6. Nov. & 230 due 9th of March gave him a bill for 500 payable 11th Dec. & B gave him a note to pay 170 L on the payment of the bill for 500 L. A became a bankrupt – B may sell off the 230 due to him as a mutual credit against any demand of A's assignees to the 170L.” Lawrence – Brief marginal notes. Interior notes on Reader, for the plaintiff, and Lord Kenyon. Also, brief interior research notes.
193	1797	<i>Patrick v. Roberts</i>	King's Bench	Unreported	Landlord/Tenant		Copy Demurrer Book, 7 pages, attached to the upper left hand corner of the declaration is a court order to hear the counsel of both parties. Front page – “On a covenant to pay so much as the landlord should be rated above a certain sum, the tenant is liable for the excess of a rate made at the time of the covenant, it appearing to be the intention of the parties that the landlord should not at any time pay above a certain sum.” Lawrence – Brief marginal notes. Interior notes on Wood, for the plaintiff, and Marriot, for the defendant. Also, interior notes on Lord Kenyon and brief notes on the case generally.
194	23 November, 1797	<i>Hodgson v. Loy</i>	King's Bench	7 T.R. 440	Consignment contract	Insolvency of consignee	Special Case, 2 pages. Front page – “Consignor of goods may in case of the insolvency of the consignee stop them in transitu although he has received part of the price – but in such case he must refund to the consignee or his assignees the money received, if they will not complete the contract by paying the residue, but if he neglects to this he does not lose his right to stop, but only becomes liable in an action.” Lawrence – Interior notes dated Nov. 17, 1797 on Park, for the plaintiff, and Chambre, for the defendant. Also, notes on Lord Kenyon and J. Grose. Also, interior notes dated Nov. 12, 1797 on Lord Kenyon. Reporter: Park (for P): “So in the case of the assignees of <i>Burghall v. Howcard</i> (a) [H. Blac. 365, 6.n.] Lord Mansfield said that he had known it several times ruled in Chancery, that where the consignee becomes a bankrupt, and no part of the price has been paid, the consignor may seize the goods before they come into the hands of the consignee.” (7 T.R. at 443). Chambre – refers to Lord Mansfield and Hunter and others assignees of <i>Blanchard and Lewis v. Beale</i> (7 T.R. at 444).
195	17 November, 1797	<i>Webb v. Fox</i>	King's Bench	7 T.R. 391	Bankruptcy	Trover	Copy of Demurrer Book, 7 pages. Front page – “An uncertificated bankrupt may maintain trover for goods acquired subsequent to his bankruptcy, if his assignees do not assert their right to them.” Lawrence – Interior notes dated June 30, 1797 on Best, for the plaintiff, Dampier, Lord Kenyon, and J. Lawrence, himself. Also, interior notes dated Nov. 17, 1797 on Erskine, for the plaintiff, Gibbs, Lord Kenyon, and J. Lawrence, himself. Also, brief interior research notes with reference to other cases. Enclosed within paper book is a small piece of paper with fairly brief research notes.

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MS #	Date	Case	Court	Reported	Type 1	Type 2	Notes
195a	1797	<i>Goodright d. Pratt & Otrs. v. Thorne</i>	King's Bench	Unreported	Deed Construction		Case, 4 pages. Construction. Front page – “Powers are to be construed according to the intention of the parties, and if in the deed there are contradicting words, those may be rejected, by which are contrary to the intention without regard to the order in which they are placed.” Lawrence – Marginal notes. Interior notes on [Fanshaw], for the plaintiff, and Lens, for the defendant. Notes on Lord Kenyon and J. Grose. Also, interior research notes.
195b	21 November, 1797	<i>Taunton v. Costar</i>	King's Bench	7 T.R. 431	Landlord/Tenant		Copy of Demurrer Book, 4 pages. Entry. Front page – “After a notice to a tenant to quit, when the term has expired the landlord may turn in his cattle, though the tenant should tortiously hold over.” “Williams Serj. appeared to argue this for the defendant, but Lord Kenyon said it was too clear a case, on which Williams gave up the argument & judgment was given for the plaintiff.”
196	1797	<i>Rex v. Knowles & Williamson</i>	King's Bench	Unreported	Statute	License	Paper Book of Special Case, 2 pages. Front page – “12. G. 3. making a license necessary for the erection of gun powder mills, enables the sessions to refuse a license to erect such mill in a proper place, if the mill be not necessary.” Lawrence – Interior notes on Erskine, Topping, Laycester, Evans, Lord Kenyon, and J. Grose.
197	22 November, 1797	<i>Rex v. Inhabs. of Upwell</i>	King's Bench	7 T.R. 438	Contract	Settlement	Paper Book of Orders, 2 pages. Settlement. Front page – “A pauper having been ill used by her master requires him to dismiss her ab.t a fortnight before the end of the year – on which he paid her the whole years wages - & told her that she might continue till the end of her year – which she refused. This a dissolution of the contract & not a dispensation.” Lawrence – Very brief interior notes on Mingay, Lord Kenyon, and J. Grose.
198	22 June, 1798	<i>Doe d. Compere v. Hicks</i>	King's Bench	7 T.R. 727	Trespass	Mesne profits	Copy of Witt of Thomas Compere, 9 pages folded like a book. Action of trespass for mesne profits. Front page has a reference to see Botelen(?) v. Allen. Date on front page of paper book says Friday November 24th, 1797. Reporter says the case was argued on Friday, June 22, 1798.
198a	1797	<i>Rex v. Thomas Russell</i>	King's Bench	Unreported	Statute	Gunpowder	Paper Book of Conviction, 5 pages. Regarding a statute limiting the possession of gunpowder. Front page is dated Michas. Term 38. Geo. 3d 1797. “Quashed – Feb: 3d 98 ... No Cause Shown.” Lawrence – Brief marginal notes. Very brief interior notes on Best, Erskine, and Lord Kenyon.
198b	1797	<i>Rex v. John Wane</i>	King's Bench	Unreported	Poor rates		Paper Book of Orders, 2 pages. Front page – “Hands over.” An appeal against a poor rate or assessment. Lawrence – Interior notes Erskine, Palmer, and Lord Kenyon. Very brief research notes with reference to statute 43 El. c. 2. s. 48 and R v. St. Mary in Tauton.
199	26 January, 1798	<i>Holmes & Other Assignees v. Walsh</i>	King's Bench	7 T.R. 458	Bankruptcy	Statute	Copy Demurrer Book, 6 pages. Front page – “An action may be maintained by any creditor of a bankrupt to recover the penalty of the 5.G.2 from one, who shall falsely swear that any money is due to him, after conviction for the perjury, & it will be sufficient in such case to state the conviction without averring that the oath was false. And it is no objection that the judgment on the conviction is not the proper judgment as that is examinable only in a court of error.” Lawrence – Marginal notes. Interior notes dated June 23, 1797 on Hullock, for the defendant, Wood, for the plaintiff, and Lord Kenyon. Interior notes dated Jan. 26, 1798 on Holroyd, for the defendant, Law, for the plaintiff, and Lord Kenyon. Enclosed within the main paper book are 2 folded pieces of paper with notes on the case and reference to various statutes. There is also a folded piece of paper that lists the authorities referred to by Mr. J. Lawrence in formal handwriting.
200	7 May, 1798	<i>The Mayor &c. of London v. Cole</i>	King's Bench	7 T.R. 583	Militia	Statute	Special Case, 6 pages. Front page – “The London militia as regulated by 26. G. 3 are the trained bands of the city, & have not lost the rights which the trained bands had to exercise in the artillery ground in consequence of such regulation.” Lawrence – Very brief marginal notes with reference to 36 G. 3. c. 92 sec. 62. Very brief interior note.

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MS #	Date	Case	Court	Reported	Type 1	Type 2	Notes
201	27 January, 1798	<i>Rex v. Inhabs. of St. George the Martyr</i>	King's Bench	7 T.R. 466	Tenement		Paper Book of Orders, 2 pages. Front page – “One who had taken a tenement of 10L per annum, & was sent to prison before he had himself lived on it 40 days gains no settlement by his family residing there.” Lawrence – Brief marginal note. Interior notes on Mingay, as cited at sessions, Erskine, Lawes, and Lord Kenyon.
202	27 January, 1798	<i>Rex v. Justices of West Riding</i>	King's Bench	7 T.R. 467	Sentencing		Paper Book of Mandamus & Return, 2 pages. Front page – “A fine is a proper sentence on one convicted of a nuisance in a highway, & the judgment need not direct the nuisance to be abated, if it does not appear to be a continuing nuisance.” Lawrence – Brief interior notes on France and Lord Kenyon. Brief note to see R v. Pappineau (reporter cites this case at 2 Str. 686).
203	1798	<i>Cant v. Blair</i>	King's Bench	Unreported	Contract		Demurrer Book, 4 pages. Front page – “An instrument not under seal by which a man granted that he had borrowed a sum of money & obliged himself to pay it is but evidence of the oath, & creates no legal obligation binding on the party as an instrument and a seal does so as to maintain an action of oath as on a bond.” Lawrence – Brief marginal notes. Very brief research notes on obligations.
204	21 January, 1798	<i>Rex v. Inhabs. of Alfreton</i>	King's Bench	7 T.R. 471	Settlement	Apprenticeship	Paper Book of Orders, 2 pages. Front page – “A boy born under a certificate being but apprentice in the same parish – gains no settlement though his father & mother both die above 40 days before the expiration of his apprenticeship.” Lawrence – Interior notes on Clarke and Lord Kenyon. Brief interior reference to 9 : 10. W. 3. c. 11.
205	1798	<i>Rex v. Inhabs. of Liverpool</i>	King's Bench	Unreported	Tax		Paper Book of Orders, 1 page. Front page – “Qy if one who has only a counting house in a parish, & dwells in a different place is ratable for the ships he may have in that port which lies within the parish where his counting house is?” Lawrence – Interior notes on Law, Erskine, and Lord Kenyon. Brief interior research notes.
206	5 February, 1798	<i>Fallowes v. Taylor</i>	King's Bench	7 T.R. 475	Public nuisance	Contract	Copy Pleadings, 4 pages. Front page – “Consideration. Bond conditioned to remove a public nuisance is good in law.” Front page also contains a note on Lord Kenyon - “L.K. The objection to this bond springs from a suggestion of mine – and my recollection of the case of the Duke of Beauford v. Roy.” Lawrence – No marginal or interior notes on paper book.
207	6 February, 1798	<i>Barwick v. Thompson</i>	King's Bench	7 T.R. 488	Ejectment	Corporation	Special Case, 13 pages including language from the charter establishing Richmond school and creating the school corporation. Front page – “A corporation who have been in possession of lands above 20 years, may recover in ejectment though it does not appear how they could have a legal title to the lands.” Lawrence – Interior notes on Raine, for the plaintiff, Holroyd, for the defendant, Lord Kenyon, and J. Grose. Postea to plaintiff.
208	6 February, 1798	<i>Skerratt v. Oakley</i>	King's Bench	7 T.R. 492	Will	Life Estate	Demurrer Book, 10 pages. Front page – “A by his will gave his wife an Estate for life in N and by the same will devises to B his estate at W. Then by a codicil he directs that the bequests made to his wife shall be in full of all demands on his real personal estate except the estate for life of his wife in the premises of W. The wife does not by this codicil take any interest in the estate at W. W being evidently a mistake for N.” Lawrence – Brief marginal notes. Brief interior notes on Gaselee, for the defendant, and Manley, for the plaintiff. Also, brief interior notes on Lord Kenyon, J. Ashhurst, and J. Grose.
209	10 February, 1798	<i>Mackmurdo v. Smith</i>	King's Bench	7 T.R. 518	Intellectual Property	Statute	Copy of Declaration & Act of Parliament, 7 pages, Court order for the plaintiff to show cause why the judgment should not be arrested. Front page – “Declaration for pirating an invention to the use of which the plaintiff was entitled for the span of 3 months from the publishing the same, the time of which shall be truly printed at the bottom of the cloth for the printing which the invention was – is bad if does not state that the time was so printed – but this will be cured by verdict, if it be alleged in the declaration that the defendant pirated the invention during the time the plaintiff was entitled to the monopoly.” Lawrence – Marginal notes including a reference to 34th George 3d C 23. Notes written across the back of the declaration on the arguments of Erskine, Garrow, Wood, Lambe, Law, and Gibbs. Also notes on Lord Kenyon, J. Ashhurst, and J. Grose.

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210	6 February, 1798	<i>Countess of Strathmore v. Bowes, Esq.</i> SS Vol. 128: 153, n. 26	King's Bench	7 T.R. 482	Will, codicil		Copy Case for the opinion of the court of King's Bench, 3 pages. Front page – "A codicil declared by a deviser to be a part of his last will, will not pass after purchased lands, if it appears that he did not intend thereby to enlarge the operation of the will." Lawrence – Interior notes dated Nov. 22, 1797 on Chambre, for the plaintiff, Raine, for the defendant, and Lord Kenyon. Interior notes dated Feb. 6, 1798 on Mr. Law and Lord Kenyon. Also, interior research notes on other cases. Reporter: J. Lawrence quotes Lord Mansfield in Heylin v. Heylin [cwp. 132]. (7 T.R. at 487, 488).
210a	1798	<i>Churchwardens of Edmonton v. Osborne</i>	King's Bench	Unreported	Trespass		Brief Special Case, 3 pages. Front page – No head note on the paper book. Action of trespass regarding cattle consuming and spoiling the grass growing at Edmonton allotment. Judgment for the plaintiff. Lawrence – Interior notes on the arguments of Sellon and Batmanno. Interior notes on Lord Kenyon. Enclosed within the main paper book is a 5-page document titled "Abstract – from Enfield Chace Act." Also enclosed within the main paper book is a 4-page document containing 3 drawings of Edmonton Allotment provided by the defendant's attorney: "No. 1 – showing the state it was left when set out by his majesty. No 2 – the present state of it. No.3 – the state it ought to be fenced off &c before the plaintiffs can legally maintain trespass."
210b	1798	<i>Rex v. Churchwarden & Guardian of the Poor of Reigate</i>	King's Bench	Unreported	Evidence	Order of removal	Paper Book of Orders, 3 pages. Front page – "Order of sessions quashing an order of removal may be given in evidence without giving evidence of such order of removal." Lawrence – Brief interior notes on Best, Mingay, and Lord Kenyon.
210c	1798	<i>Rex v. Inhabs. of Rye</i>	King's Bench	Unreported	Tax		Paper Book of Orders, 3 pages. Front page – "A rate on lands according to their annual value, & on the occupiers of houses according to ability of which there was no criterion – being much below their annual value is bad, though made in pursuance of the Usage of a Century."
211	27 April, 1798	<i>Doe d. Candles v. Smith</i>	King's Bench	7 T.R. 531	Will	Tenancy in common	Special Case, 2 pages. Action for ejectment on the joint demise of Henry Candler, and his sisters Anna Bella Candler and Mary Candler. Questions arose over whether the Mother of the three had taken a tail or a life estate in the land. Paragraph long note on the front cover discussing devising of lands (summarized in 7 T.R. 531, 531): "In devises it is a rule of construction that if there be a primary & secondary intention and both can't take place, the secondary intention shall give way and in that ground a devise to M. A. and the heirs of her body carefully to be begotten as tenants in common, and in case she shall die before 21 & without issue then I give the said [word?] to R : A : gives M : A an estate tail." Lawrence – Notes written across the back of the first page of the declaration on Holroyd, for the plaintiff, and Lord Kenyon. Marginal notes. Judgment for the defendant. Reporter: Holroyd, for the plaintiff, referring to Doe d. Long v. Laming – "...for Lord Mansfield also relied on the words 'to be divided equally share and share alike as tenants in common and not as joint tenants,' as being inconsistent with the idea of the first taker having an estate tail." (7 T.R. at 532). Term reports indicate a judgement for the defendant.
212	3 February, 1798	<i>Trobe v. Penford</i>	King's Bench	Unreported	Covenant		Demurrer Book, 4 pages. Action on a covenant to let out land, that resulted in an action for ejectment. Note on front cover stating "leave to amend." (Ms. 212, cover). Another note on the front cover stating that it is not sufficient for one to claim a breach of contract when a third party claims part of land by ejectment. Front page – "In covenant against any person lawfully claiming under the defendant – it is not a sufficient breach to state that AB claiming under the defendant recovered the premises in ejectment, as from such allegation it does not sufficiently appear that AB had a lawful title." Lawrence – Brief marginal notes on breach. Interior notes on Marshall, for the defendant, and Lord Kenyon. Interior research notes on covenants upon articles for quiet enjoyment and breach by recovery in ejectment with reference to various other cases.

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213	2 May, 1798	<i>Rex v. Skingle</i>	King's Bench	7 T.R. 549	Poor rates		Paper Book of Orders, 2 pages. Front page – “Rent, is not conclusive evidence of lands liable to the poors rate.” Lawrence – Order quashed. Appeal on a rate of taxation on farms and lands. Confirmed by sessions. Lawrence: brief interior note on Trower (arguing in support of order of sessions); several marginal notes on Ms. page 2. Case was stopped by court as not being worthy of argument.
214	31 January, 1798	<i>Rex v. Coopers Company</i>	King's Bench	7 T.R. 543	Apprentices	Trade	Paper Book of Mandamus and Return, 4 pages. Defendant is accused of refusing to grant membership and freedom to an apprentice who had served his seven years. The company stated that they had rules on how many apprentices could be taken by a master, and that the rule had been broken, therefore they did not have to admit the apprentice. Front page – “A bye law not authorized by custom limiting the number of apprentices that the member of a company shall take is bad, as being in restraint of trade and such law imposing a fine upon the master in case of his taking a number of apprentices contrary to the law is no ground to refuse the enrolling the apprentices indentures by a company or fellowship of the trade. Qy if a body corporate can make a fraternity? Sufficient for a mandamus, to enroll indentures of apprenticeship, to state that the persons to whom it is directed ought to enroll them, without stating when that obligation arises. Return to a mandamus must negative all exceptions.” Lawrence – Brief marginal notes. Interior notes on Chambre, against the return, Marryatt, contra, and Lord Kenyon.
215	4 May, 1798	<i>Magniae v. Edwards</i>	King's Bench	Unreported	Action on the case	Apprenticeship	Copy Demurrer Book, 5 pages. Plaintiff was a clockmaker. Retained defendant to work for him, and clockmaker disclosed his new ideas and secrets to him, so that he could superintend the manufacture of clocks. Defendant revealed the secrets to others, who could then use them to copy the clocks. Defendant also hired friends of his against the clockmakers knowledge and cost him money that way. Front page – “Action on the case. An action will not lie against a servant for discovering his masters mode of doing certain work in which the servant has been instructed if he has not contracted not to discover it.” Regarding the secrets of the master’s clock making trade. Lawrence – Marginal notes on the declaration. Interior notes on the case generally.
216	4 May, 1798	<i>Wilkinson v. South</i>	King's Bench	7 T.R. 555	Will		Copy Case, 1 page, Attached to the bottom left corner of the declaration is a certificate signed by all four judges (reprinted at 7 T.R. at 558). Front page – “Executory devise. A bequest of leasehold property to S:P: & the heirs of his body lawfully begotten, & to their heirs & assigns for ever, but in default of such issue then after his devise to T:W in the event of SP dying without issue at the time of his death.” Lawrence – Interior notes on Bayley, for the plaintiff, Adam, for the defendant, and Lord Kenyon. Also, brief interior research notes on the case generally. House was willed to testator’s wife, then her son, and then if they both die without issue, to testator’s grandson T. Wilkinson. The wife and son both died without issue.
217	5 May, 1798	<i>Rex v. Inhabs. of Ulverstone</i>	King's Bench	7 T.R. 564	Contract	Settlement	Paper Book of R:A: Orders, 2 pages. Pauper removed from Hawkeshead to Ulverstone, removal confirmed upon appeal. Was previously a resident of Ulverstone. Servant contracted to stay with Master at Hawkeshead from Whitsuntide to Whitsuntide. Started on 21 May, 1796, stayed till the Thursday before the next Whitsuntide (which was the 1st of June). Question of whether she got a settlement in Hawkeshead, as she was there for a calendar year, but not the ecclesiastical year for which she was hired. Front page – “A hiring from Whitsuntide to Whitsuntide which period exceeded 12 calendar months and a service for 12 calendar months but not till Whitsuntide will give a settlement.” Lawrence – Brief interior notes on Barrow and Lord Kenyon. Brief interior research note on R v. Nawstoad and R. v. Bampton.

Catalogue of Dampier Manuscripts: Lawrence Paper Books

MS #	Date	Case	Court	Reported	Type 1	Type 2	Notes
218	2 May, 1798 Printed Report: 5 May, 1798	<i>Rex v. Inhabs. of Ledbury</i>	King's Bench	7 T.R. 558	Militia		Paper Book of Orders & Conviction, 5 pages. Rule was granted to show cause why an order of Sessions quashing the conviction of a justice of the peace should not itself be quashed. Bowles signed papers saying that the overseers of the poor of his parish should give money to the overseers of another parish for supporting a poor woman (whose husband was serving in the militia as a substitute for a local man), but then refused to pay the money to the other parish (Ledbury), for which he was first convicted, but then released. Regarding the maintenance of a militia man's family. Lawrence – Interior notes on Milles, Stanhope, and Lord Kenyon. Brief interior research notes referring to statutes 26.G.3.c.107.sec.24, 33.G.3.c.8.s.3, and 34.G.3.c.47.s.3&4. Brief marginal notes on the declaration. Term report shows that the rule for quashing the order of sessions is discharged.
219	8 May, 1798	<i>Roe d. Sheers v. Jeffery</i>	King's Bench	7 T.R. 589	Will		Case for Argument, 2 pages. Front page – “Devise to A.G. for life, remainder to M.F. for life – remainder to T.F. & his heirs, and if he dies & leaves no issue remainder to the survivor & survivors of the three daughters of M.F. whose names are E.M. & S. equally to be divided share & share alike – is a good executory devise in favor of the 3 daughters of M.F.” “May 8, 98 Judgment for plaintiff.” Lawrence – Brief marginal notes on declaration. Interior notes dated Nov. 22, 1797 on Reader, for the plaintiff, Romilly, for the defendant, and Lord Kenyon. Interior research notes on the case generally.
220	8 February, 1798 Printed Report: 8 May, 1798	<i>Churchill v. Gardner</i>	King's Bench	7 T.R. 596	Bill of exchange	Evidence	Copy Demurrer Book, 3 pages. Action on a bill of exchange by a payee against one of the acceptors. Defendant demurred saying that it wasn't averred that the bill had been delivered to plaintiff. Front page – “In an action by the payee against the acceptor it is not necessary that the declaration should state that the drawer delivered the bill to the payee.” Lawrence – Very brief marginal notes on declaration. Interior notes on the arguments of Bayley and Wigley. Brief interior research notes listing cases. Term reports noted a verdict for plaintiff, but defendant was given leave to withdraw the demurrer, and plead to the declaration.
221	9 May, 1798	<i>Rex v. Bell & Four Others</i>	King's Bench	7 T.R. 598	Poor rates		Paper Book of Orders, 4 pages including a chart of the poor rate assessments for the township of Wallsend. Defendants were rated to the poor for a wagon way. They appealed to the sessions where the rate was confirmed. Defendant leased land for transporting coal. Locked up way to all except his coal wagons. Note on the front stating that one who has exclusive use/possession of land is liable to the poor rate for it, even if they do not own it. Lawrence – Interior notes on Holroyd, Law, and Lord Kenyon. Term reports show that the order of the sessions was confirmed.
222	4 May, 1798 Printed Report: 11 May, 1798	<i>Beckford v. Hood</i>	King's Bench	7 T.R. 620	Intellectual Property	Copyright	Copy of Special Case, 2 pages. Plaintiff had written a book called "Thoughts upon Hunting" less than 28 years ago. He had just paid 100 pounds to reprint it when the defendant printed 400 copies of it and lessened the value of plaintiff's reprint. He also charges that he had exclusive right to print the book. Front page – “An action on the case will lie against one who pirates a book during the term given to the author by the statute of Ann though it has not been entered at Stationers Hall nor the authors name prefixed.” Lawrence – Interior notes on Reader, for the plaintiff, and Marryatt, for the defendant. Interior notes on Lord Kenyon, J. Ashhurst, and J. Grose. Note that J. Lawrence cited Lord Mansfield's opinion at 2 Black:330 (See 7 T.R. 629). Also, interior research notes on statutes and the opinions of other judges.

Catalogue of Dampier Manuscripts: Lawrence Paper Books

MS #	Date	Case	Court	Reported	Type 1	Type 2	Notes
223	4 May, 1798 Printed Report: 10 May, 1798	<i>Hammond v. Toulman</i>	King's Bench	7 T.R. 612	Bankruptcy		Demurrer, 10 pages. Action of covenant brought by plaintiffs (commissioners of the navy). Bought the Dutch frigate Alliance from the defendant, only to find out that it was actually the property of the King, as was its cargo. Defendant pleaded bankruptcy. Front page – “Bankruptcy is no bar to an action of covenant to recover unliquidated damages on a covenant for a good title to a ship.” Lawrence – Brief marginal notes. Interior notes on Dampier, for the plaintiff, Gibbs, for the defendant, Lord Kenyon, J. Ashhurst, and J. Lawrence. Also, brief interior note on 5.G.2.c.30.sec.7.
224	12 May, 1798	<i>Rex v. Inhabs. of Cockerham</i>	King's Bench	Unreported	Settlement		Paper Book of Orders, 2 pages. Pauper acted as clerk for the vicar until such time as the vicar should find another, but served as the parish clerk indefinitely until he was asked to stop by a churchwarden. Was removed from Cockerham to Heaton, but the order was quashed at the Sessions. Front page – “One appointed by the curate of a parish to clerk till another clerk is appointed in the room of the deceased clerk does not by officiating under such appointment gain a settlement.” Lawrence – Brief marginal note. Very brief interior note on Lord Kenyon. Also, brief interior research notes on statutes and cases.
225	15 May, 1798	<i>Goodtitle d. Richardson v. Edmonds</i>	King's Bench	7 T.R. 635	Will		Copy of Special Case, 2 pages with excerpts copied from Edmond’s will. Trial for ejectment for two houses and a garden. Question of whether the children of the testator gained a life estate under his will. Front page – “If there be no words of limitation in a will it cannot be construed to carry a fee from the circumstances of the subject matter of the devise being wasting property – such as houses, which are daily diminishing in value, and the devise of such property will only take an estate for life, if there be no other circumstances from whence it may be collected that the intention of the deviser was to give an estate of inheritance.” Lawrence – Interior notes on Chambre, for the plaintiff, with reference to Lord Mansfield (reflected in 7 T.R. at 638), and Wood, for the defendant. Also, interior notes on Lord Kenyon, with reference to Lord Mansfield (7 T.R. at 640). Marginal notes on the declaration. Term report shows that the children were deemed to have taken estates for life under the wills (judgement to defendant).
226	8 May, 1798	<i>Copley v. Sharp</i>	King's Bench	Unreported	Contract	Impossibility	Copy Demurrer Book, 4 pages. Plaintiff gave defendant three paintings that he had completed (one of the Siege and Relief of Gibraltar, the other two being portraits of Earl Howe and Admiral Barrington) in order that defendant make engravings of them. Plaintiff wished to sell the engravings, and gave the defendant four years to do the engravings. Works were delivered in January, 1796. However, the defendant refused to start the work, and it became impossible for him to complete within the allotted time. Plaintiff sued. Defendant claims that there is not enough of an issue pleaded for him to be sued. Front page – “An action will not lie against one on a contract to perform a piece of work in a certain time, before the expiration of the time, though it be averred that from the parties not having worked upon it, it is impossible to finish the work in the time agreed on.” Lawrence – Very brief interior notes on Marriott, for the plaintiff, and Lord Kenyon. Very brief interior note by Lawrence on the case generally. Very brief interior notes on the declaration.
227	4 May, 1798	<i>Robson v. Wilson</i>	King's Bench	Unreported	Insurance	Bankruptcy	Special Case, 3 pages, including excerpts from the insurance policy. Action of assumpsit where plaintiff underwrote policies of insurance for defendant’s ships and goods. Front page – “If a factor del credere commits an act of bankruptcy before he has received a sum of money due to his principal the principal is entitled to receive that money from the debtor.” Lawrence – Marginal notes on the declaration. Interior notes on Chambre, for the plaintiff, and Wood, for the defendant. Also, brief interior research notes.

Catalogue of Dampier Manuscripts: Lawrence Paper Books

MS #	Date	Case	Court	Reported	Type 1	Type 2	Notes
228	11 May, 1798 Printed Report: 15 May, 1798	<i>Lord Gwydir v. Foakes</i>	King's Bench	7 T.R. 641	Tithes		Special Case, 15 pages. Feigned issue brought before the court to determine who had the rights to a tithe of a common area. Defendant is a commissioner named under the inclosure act of 37 Geo 3 c. 144. Front page – “A grant of all tythes accruing out of, upon, for & in respect of certain lands particularly described, will carry the tythes happening on the commons appertaining to such lands.” “v: Barr:1377 – Hochvill v. Tory.” Lawrence – Interior notes on Marryatt, for the plaintiff, Best, for the defendant, and Lord Kenyon. Notes in the margin of the declaration in formal writing. Reporter: Reference to Lord Mansfield and Moncaster v. Watson, 3 Burr. 1375 by Best, for the defendant (7 T.R. at 649). Note on the front cover giving judgement to plaintiffs.
229	16 May, 1798	<i>Rex v. Inhabs. of Streatham</i>	King's Bench	Unreported	Contract	Settlement	Paper Book of Orders, 2 pages. Pregnant pauper removed to Streatham, order confirmed by the Sessions. Servant served 11 months of a year in Croydon, then was told that no more servants were needed. Front page – “A servant being hired for 12 months with liberty to put an end to the contract on giving a month’s wages or a month’s warning, was dismissed at the end of 11 months & one month’s wages given to her. This does not gain her a settlement.” Lawrence – Brief interior notes on Marriot and Lord Kenyon.
230	2 May, 1798 Printed Report: 16 June, 1798	<i>Dillon v. Mayor/Burgesses of Grampond</i>	King's Bench	7 T.R. 699	Mandamus		Paper Book of Record, 6 pages, attached is a notice stating: "Upon hearing both sides it is ordered that so much of the rule made in this cause the last term as directs the defendant to show cause why the verdict obtained for them in this cause should not be set aside and a new trial had be now discharged. And it is further ordered that Wednesday next after three week of Easter be peremptorily further given to the defendant to shew cause why a peremptory writ of mandamus should not issue commanding them to restore the plaintiff to the place and office of a capital burgess of the boro of Grampond in the county of Cornwall." (Ms. 230, attachment). Dillon was removed from his seat as Burgess. The mayor and council, in defense, claimed that he was a non resident and not entitled to the seat. Lawrence – Interior notes dated May 16, 1798 on Gibbs, arguing against a peremptory mandamus issuing. Also notes on Lord Kenyon, and Justice Lawrence. Also, brief interior research notes. Some marginal notes on the declaration. Note on the front page stating At his return was quashed and a peremptory mandamus awarded, Mr. Gibbs who was to support the return declining to argue it. (Ms. 230, cover). Also, a note atop the front cover relating to movements to quash a mandamus.
231	18 May, 1798	<i>Cowley v. Dunlop</i>	King's Bench	7 T.R. 565	Bankruptcy	Bill of exchange	Copy Special Case, 2 pages. Front page – “If the bankruptcy of the acceptor of a bill of exchange is a bar to an action for money laid out for his use by the drawer who was obliged to pay it to the endorsee after the bankruptcy of the acceptor – the Court being equally divided.” Lawrence – Interior notes dated Feb 3, 1797 on Wood, for the plaintiff, Cook, for the defendant, and Lord Kenyon. Interior notes dated Jan. 26, 1798 on Erskine, for the plaintiff, and Gibbs, for the defendant. Also, interior notes on the case generally. Enclosed within the main paper book is a folded piece of paper dated May 17, 1798 that contains notes on the opinions of Lord Kenyon, J. Grose, and J. Ashhurst. Two small pieces of paper inside this document contain notes on the case generally, including monetary calculations. Also enclosed within the main paper book were four pieces of paper folded together with notes on the case generally in formal handwriting. Also enclosed within the main paper book is a folded piece of paper dated Nov. 27, 1797 and titled “Ex parte Seddon – Report of what passed before the Chancellor upon the Petition.” There is another folded piece of paper titled “In the Matter of Paty Bychall & Tombs, Bankrupts – Exparte Seddon & Others – Copy Order.” Each of these are written in formal handwriting. Reporter: Ashhurst refers to Lord Mansfield in Taylor v. Mills (7 T.R. at 579).

Catalogue of Dampier Manuscripts: Lawrence Paper Books

MS #	Date	Case	Court	Reported	Type 1	Type 2	Notes
232	26 January, 1798	<i>Wright v. Higginson</i>	King's Bench	Unreported	Bankruptcy	Fraud	Special Case, 6 pages. Regarding bankruptcy and fraud. Action of trover to recover the value of large quantities of corn and grain. Judgment for the plaintiff. Lawrence – Marginal notes on declaration. Interior notes on Holroyd, for the plaintiff, and Evans, for the defendant. Also, interior notes on Lord Kenyon and J. Grose. Brief research note on 21.J.1.c.19.s.11.
233	15 May, 1798	<i>Harton v. Harton</i>	King's Bench	7 T.R. 652	Will	Feme Covert	Out of Chancery for Opinion of Judges, 2 pages. Case on a will. Question was whether the first son of the niece of the testator took a remainder in the tail of the estate, or whether the trustees took a fee simple. Front page – “Devise to J.C. & J.L. & their heirs upon trust to permit a feme covert to receive the rents & profits to her separate use & after her decease to the use of her first & every other son in tail, & in default of such issue upon further trust to her niece another feme covert to receive the rents & profits for her sole & separate use with similar remainder over to her 1st & other sons in tail – with remainder over to permit a feme sole to receive the rents & profits to her sole separate use with like remainder to her 1st & other sons in tail – does not execute the estate in the sons of the first feme covert – but the legal estate remains in the trustees.” Lawrence – Interior notes commenting on the case generally and on Lord Kenyon.
234	15 June, 1798	<i>Clifton v. Gerrard</i>	King's Bench	7 T.R. 676	Contract		Copy Paper Book, 13 pages. In original case was an action for profits from a mine between a spinster/survivor of a widow and another claimant. Focus on a broken covenant leading to the dispute. Case was found against Elizabeth Gerrard (the spinster) in the lower court. Case was argued twice, first on 8 May, then on 15 July. Front page – “The lessee of a coal mine covenanted to pay a moiety of all such sums of money as the coals there raised should sell for at the pits mouth. Held that he was not liable to pay any part of the money produced by the sale of the coals elsewhere.” “v: Clifton v. Walmesley 5 T.R. 564.” Lawrence – Some marginal notes on the declaration. Interior notes dated May 8, 1798 on Lambe, for the plaintiff in error, Yates, for the defendant, Lord Kenyon, and J. Ashhurst. Interior notes dated June 15, 1798 on Serjt. Heywood, for the plaintiff in error, Adair, for the defendant, Lord Kenyon, and J. Ashhurst. Also, very brief comment on the arguments. Enclosed within the main paper book is a folded paper with notes on the case, much of which has been crossed out.
235	22 June, 1798	<i>Compere v. Hicks</i>	King's Bench	7 T.R. 727	Ejectment	Trespass	Case, 4 pages. Action of trespass for mesne profits. Plaintiff tried to eject defendant and tenants once land was devised to him. Court gave verdict to plaintiff, but didn't give answer to mesne profits. Front page – “An actual entry is necessary to avoid a fine; & the party so avoiding it can not lay his demise in an ejectment or recover the mesne profits that accrued before such entry. If a declaration in trespass contain two counts & the defendant plead to one & suffer judgment by default on another, and on the trial of the first the plaintiff only prove one act of trespass which is covered by the 2nd count he is not entitled to a verdict on the 1st count.” Lawrence – Interior notes on Leycester, for the plaintiff, notes on Abbott, for the defense, Lord Kenyon, and J. Ashhurst. “Judgment for plaintiff on the 2d count for the defendant on the first.” Also, fairly extensive interior research notes with reference to see 4.H.7.c.24. Small note on back cover of paper book that there is no ground for this complaint.

Catalogue of Dampier Manuscripts: Lawrence Paper Books

MS #	Date	Case	Court	Reported	Type 1	Type 2	Notes
236	19 June, 1798	<i>Wilkins & Ano., Assigs. of Cann v. Casey</i>	King's Bench	7 T.R. 711	Bankruptcy	Agency	Case, 1 page. A clothier became bankrupt after sending goods to a factor. He then got the factor to pay him back over a period of time. Assignees of the bankrupt are suing the factor for paying the bankrupt in order to get some of the money owed to them. Front page – “A factor gave his acceptance to his principal for the amount of goods sold on account after a secret act of bankruptcy of the principal, but without notice to the factor, & after notice of the bankruptcy the factor paid his acceptance to the holder of the bill; held that the payment was protected by 1. Jac.1.c.15.S.14.” Judgment for the defendant. Lawrence – Marginal note to 1.J.1.c.15.s.14. Interior notes on Dauncey, for the plaintiffs, and Lord Kenyon. Interior reference to Lorrre v. Lantray 10 Mod. 37.
237	19 June, 1798	<i>Doe d. Wyndham v. Halcombe</i>	King's Bench	7 T.R. 713	Lease		Special Verdict, 30 pages. Action for ejection for a messuage and land appurtenant. Most of the volume of the case is spent winding through a convoluted passing on of the land in the family. Front page – Same head note as in reporter. Regarding a demise and power of leasing for one, two, or three lives. Lawrence – Brief marginal notes on declaration. Notes written on the back of the first 6 pages of the declaration on Lens, for the plaintiff, Dampier, for the defendant, Lord Kenyon, J. Ashhurst, J. Grose, and J. Lawrence. Also general notes on lease in reversion.
238	18 June, 1798	<i>Rich v. Parker</i>	King's Bench	7 T.R. 705	Insurance		Fair Copy Special Verdict, 10 pages. Action on two insurance policies, one for the goods on a ship, the other for the ship itself. The ship was an American ship with American goods. It was sailing from London to Guernsey, and from there to West Africa. It was not carrying the passport necessary under a treaty between America and France. England and France were at war at the time, and the ship was taken by a French privateer. Plaintiff seeks to recover. Note on front cover stating “A warranty on a policy of Insurance that a ship is American property means that the ship is entitled to all the privileges of an American flag: & if she has no passport on board (which is required by the treaty between France and America) the warranty is not complied with, & the assured cannot recover against the underwriter, though in fact the ship suffers no inconvenience in the voyage for want of the passport.” (Ms. 238, cover). Lawrence – Interior notes on Park, for the plaintiff. Park appears to have referred to Lord Mansfield in <i>Bernardi v. Motteux</i> – “L.M. says it is only a ground of suspicion.” Also, interior notes on Giles, for the defendant, Lord Kenyon, J. Ashhurst, and J. Grose. Also, interior research notes on <i>DeHayn v. Hartley</i> , 1 T.R. 343 – including a note on Lord Mansfield: “L.M. says in this case the plaintiff warrant the ship to be Dutch they know they must conform to the marine regulation of hence.”
239	20 June, 1798	<i>Rex v. Calvart</i>	King's Bench	7 T.R. 724	Billeting troops		Paper Book of Conviction, 2 pages. Defendant accused of refusing to quarter a soldier billeted with him. Admitted to refusal, but said that because his livery was in a parish that was not connected to where the soldier was stationed, the soldier should have been billeted elsewhere. Front page – “The foot guards may be billeted all over the Kingdom as well as the other troops.” Lawrence – Interior notes on Abbot, in support of the conviction, Blackstone (contra), Lord Kenyon, and J. Grose. Possible reference to Lord Mansfield in <i>Jones v. Waljer</i> , Cooper 824, by Abbot. Term reports show that the conviction was confirmed.

Catalogue of Dampier Manuscripts: Lawrence Paper Books

MS #	Date	Case	Court	Reported	Type 1	Type 2	Notes
240	15 June, 1798	<i>Geyer v. Aguilar</i> SS Vol. 128: 308-09	King's Bench	7 T.R. 681	Insurance		Special Case, 14 pages. Action to recover insurance for a ship that was captured. The ship was American and piloted by an English born but naturalized American citizen. It was captured by a French privateer who took it and sold it and its goods as a lawful prize. Though the ship carried an appropriate passport, it did not carry a list of the crew as ordained by a French marine ordinance, and thus was considered fair game. Argued twice, first on 8 May, then on 15 June. Note on the front cover states "By the sentence of a French court of admiralty it appeared that the ship insured warranted American had been condemned as enemies-property for want of having on board a role d'equipage or list of the crew such as is required by the court there to be requisite within the meaning of the treaty of commerce between France and America: held to be conclusive evidence against the warranty of neutrality though in fact the ship was American." (Ms. 240, cover). Lawrence – Marginal notes on the declaration. Interior notes dated May 8, 1798 on Marryatt, for the plaintiff. Interior notes dated May 11, 1798 on Carr, for the defendant, Lord Kenyon, and Marryatt. Interior notes dated June 15 on Law, for the plaintiff, referring to Lord Mansfield and Mayne v. Walter. Also, interior notes on Gibbs, for the defendant, Lord Kenyon, and J. Ashhurst. Also, fairly extensive interior research notes discussing the case generally on a piece of paper attached to the top of the declaration. Enclosed within paper book is a folded piece of paper with comments on the points made by counsel and notes on the court of appeal. Note on front cover giving judgement for the defendants.
241	22 June, 1798	<i>Haussoullier v. Hartsinck</i>	King's Bench	7 T.R. 733	Promissory note		Special Case, 4 pages, including quotes from the note at issue. Action of assumpsit, brought by the payee (plaintiff) against the defendant. Defendant was a bank. Question was whether the bank would have to pay on both or either of the notes given the circumstance of the security behind them. Front page – "A note, by which A promised to pay to the bearer L50 'being the portion of a value as under deposited in security for the payment thereof,' may be declared upon a promissory note." Lawrence – Interior notes on Lord Kenyon and Park, for the defendant. Judgment for the plaintiff.
242	13 June, 1798	<i>Rex v. Inhabs. of Dersingham</i>	King's Bench	7 T.R. 671	Settlement		Paper Book of Restated Orders, 2 pages. Pauper paid 8 pounds a year in rent, plus paid for hired help, raising his total rent to over ten pounds a year. Removal to Dersingham (where he was renting) was confirmed by Sessions. Front page – same head note as in reporter. "Order affirmed – Erskine was led to introduce the first case – and to argue from thence that the pauper had only a license – But the Court thought he must be confined to the restated case." Lawrence – Brief interior note on tenements. Enclosed within main paper book is a 3-page paper book of orders that is also titled <i>Rex v. Inhabs. of Dersingham</i> . This paper book contains interior notes dated Feb. 7, 1798, on Mingay, Erskine, and Lord Kenyon. Note in term report confirms the order of Sessions.
243	22 June, 1798	<i>Lee v. Simson</i>	King's Bench	Unreported	Endorsement		Copy of Demurrer Book, 4 pages. Plaintiff sued defendant on the matter of several promissory notes owed to him amounting to over thirty pounds. Front page – "A bill may be filed against an attorney on a cause of action arising in the vacation, by stating the true day in which the bill was filed as of the proceeding term. It is no ground of objection to a declaration at the suit of the endorsee of a primary note, that it does not state that the endorser delivered it to the endorsee." Lawrence – Some marginal notes including a reference to 5 T.R. 327.

Catalogue of Dampier Manuscripts: Lawrence Paper Books

MS #	Date	Case	Court	Reported	Type 1	Type 2	Notes
244	1798	<i>Wilson v. Marryat</i>	King's Bench	8 T.R. 31	Insurance		Special Verdict, 29 pages. Regarding an insurance policy on a ship and a treaty of amity, commerce, and navigation between England and the United States. Front page – Same head note as in reporter. Lawrence – Brief marginal notes. Interior notes dated May 4, 1798 on Giles, for the plaintiff, and Rous, for the defendant. Interior notes dated June 12, 1798 on Gibbs, for the plaintiff, Law, for the defendant, and Lord Kenyon. Interior notes dated Nov. 20, 1798 on Erskine, for the plaintiff, Adam, for the defendant, and Lord Kenyon. Enclosed within the main paper book is an 8-page document of typed pages taken from a book. It is folded and titled “Act confirming American Treaty.” Also inside main paper book are two folded pieces of paper that appear to be a continuation of the notes on the arguments of Nov. 20, 1798 and continuing on Nov. 21, 1798.
245	[Missing]						
246	23 November, 1798	<i>Howton v. Frearson</i>	King's Bench	8 T.R. 50	Trespass	Easement	Copy Paper Book, 7 pages. Trespass action involving right of way passage as a matter of necessity. Front page – Same head note as in reporter. Lawrence – Brief marginal notes. Enclosed within main paper book is a 3-page copy case paper book also titled <i>Howton v. Frearson</i> . It has brief marginal notes and a court order to hear the arguments of counsel for both parties is attached to the upper left corner. Interior notes dated June 15, 1798 on Morice, for the plaintiff, Clarke, for the defendant, and Lord Kenyon. Interior notes dated Nov. 13, 1798 on Lord Kenyon. Interior notes dated Nov. 23, 1798 on Perceval, for the plaintiff, and Lord Kenyon. Interior research notes on <i>Dell v. Babthorpe, Cro. Eliz. 300</i> (see 8 T.R. at 54) and <i>Dutton v. Taylor, 2 Lutw. 1487</i> . Inside the second paper book is a folded piece of paper containing a drawing of the land at issue.
247	23 November, 1798	<i>Doe d. Mitchinson v. Carter</i>	King's Bench	8 T.R. 57, 300	Ejectment	Lease	Special Case, 2 pages. Ejectment action regarding a covenant on a lease. Front page – Same as in reporter. Lawrence – Interior notes on Best, for the plaintiff, Parnter, for the defendant, Lord Kenyon, J. Ashurst, and J. Grose. Lord Kenyon refers to Lord Mansfield – “L.M. seems to have doubted if such condition was good as against law” (See 8 T.R. 60). Also, interior research notes on leases with reference to other cases. Reporter: Parnter, for the defendant, refers to Lord Mansfield in <i>Denn d. Lord Stanhope v. Skeggs</i> . Also, Parnter is reported as arguing “‘Cases of forfeiture are not favored in law;’ per Lord Mansfield in <i>Cowp. 805</i> .”
248	13 November, 1798	<i>Doe d. Bean v. Halley</i>	King's Bench	8 T.R. 5	Will	Fee tail	Special Verdict, 7 pages, including passages from the will. Front page – “Under a devise to A for life without impeachment of waste, remainder to his eldest son & the heirs of such eldest son & in default of issue male of A then to B & A takes an estate for life, remainder to the eldest son in tail remainder to himself in tail.” Lawrence – Some marginal notes on the declaration. Interior notes dated June 19, 1798 on Law, for the plaintiff. Interior notes dated Nov. 13, 1798 on Cockell, for the defendant, Law for the plaintiff, and Lord Kenyon. Also, fairly extensive research notes with references to other cases.
249	24 November, 1798	<i>Williams v. Ladner</i>	King's Bench	8 T.R. 72	Tithes		Copy Paper Book, 7 pages. Front page – “The proprietor of tithes leave them on the land more than a reasonable time – after they are set out & after he has notice thereof, the owner of the land cannot justify in trespass turning in his cattle upon the land to depasture it in the usual course of husbandry, whereby the cattle consumed the tithes: but his remedy is either by distress or by action.” Lawrence – Some marginal notes on the questions at issue in the case. Interior notes on Praed, for the defendant, and Lord Kenyon. Also, interior research notes on <i>Shapcott v. Murgford, 1 Ld. Raym. 187</i> .

Catalogue of Dampier Manuscripts: Lawrence Paper Books

MS #	Date	Case	Court	Reported	Type 1	Type 2	Notes
250	27 November, 1798	<i>Weaver v. Bush</i>	King's Bench	8 T.R. 78	Assault		Copy Paper Book, 3 pages. Regarding an action in trespass for assault and battery. Front page – Same head note as in reporter. “I suggested that the defense in this case ought to be understood as a defense of his possession by a molliter manus – after which L.K. though after giving his opinion in favor of the plaintiff he had said he would look into the case – said he thought that prosecution not be delayed in his judgment & discharged the rule.” Lawrence – Interior notes on Bond, Gibbs, and Dampier arguing against the rule. Interior notes on Dallas and Lens, contra. Also, interior research notes on other cases including Jones v. Tresilian, 1 Mod. 36, and Shingleton v. Smith.
251	24 November, 1798	<i>Rex v. Inhabs. of Great Yarmouth</i>	King's Bench	8 T.R. 68	Settlement	Feme Sole w/ child	Paper Book of Orders, 1 page. Front page – “An unmarried woman may be removed to the place of her settlement on account of her being pregnant under Stat: 35 Geo. 3 c. 101. Sec. 6. even though she be residing under a certificate from her own parish.” Lawrence – Marginal note on statute above. Interior notes on Mingay, Hulton, and Lord Kenyon.
252	23 November, 1798	<i>Doe d. Child & Wife v. Wright</i>	King's Bench	8 T.R. 64	Will	Real Property	Special Case, 2 pages. Regarding a devise of lands. Front page – Same head note as in reporter. Lawrence – Marginal notes on first page of declaration with a reference to Lord Mansfield and [Moor v. Mellor] Corp: 240. Notes written across the back of the declaration on Trower, for the defendant, and Lord Kenyon.
253	24 January, 1799	<i>Blachford v. Preston</i>	King's Bench	8 T.R. 89	Contract	Charter party	Copies of Charterparty and Resolutions of General Court g ^t Courts of Directors of East India Company, 6 pages. Front page – “The servants of the E: India Co. cannot recover on a contract made by them in contravention of a rule of that company forbidding them to sell the commands of their ships.” Lawrence – Interior notes on Lord Kenyon, Gibbs, Erskine, Skermer, and Garrow (contra). Interior notes dated Jan. 24, 1799 on Erskine, Gibbs, Lord Kenyon, J. Grose, and J. Ashhurst. Also, interior notes on the case generally.
254	26 January, 1799	<i>Rex v. Inhabs. of Chipping Warden</i>	King's Bench	8 T.R. 108	Settlement	Apprenticeship	Paper Book of Orders, 3 pages. Front page – “An apprentice agrees to pay his master a sum of money for the residue of his time & that his master shall keep his indenture until he shall have paid the money – In consequence of which agreement he left his master, worked with different people for his own benefit - & with one with the knowledge & by the recommendation of his master – By such service he gained a settlement under the indenture.” Lawrence – Brief marginal note on the declaration. Interior notes on Perceval, Morice, and Lord Kenyon.
255	29 January, 1799	<i>Cohen v. Cunningham</i>	King's Bench	8 T.R. 123	Bankruptcy		Special Case, 2 pages. Front page – “One who has taken his debtor in execution cannot be a petitioning creditor for a commission of bankruptcy against him.” “Jan. 29, 1799 Judgment for plaintiff...” Lawrence – Interior notes dated Nov. 24, 1798 on Lawes, for the plaintiff, Park, for the defendant, Lord Kenyon, and J. Ashhurst. Also, interior research notes on other cases and statute 21 J.1.c.24. Enclosed within main paper book is a folded piece of paper that appears to be a letter to J. Lawrence from Clayton on a case named McMartin v. Kill (?). Also enclosed within the main paper book is a folded document titled ““Copy Order of Lord Hardwicke” and dated May 8, 1742. There is also a folded piece of paper with formal writing on the “matter of Robert Burchall a Bankrupt.”

Catalogue of Dampier Manuscripts: Lawrence Paper Books

MS #	Date	Case	Court	Reported	Type 1	Type 2	Notes
256	29 January, 1799	<i>Doe d. Dacre v. Dacre</i>	King's Bench	8 T.R. 112	Will		Copy of Transcript, Assignment, and Joinder – for the Plaintiff...Delivered by the Deft. In Error, 12 pages. Front page – “Devise to the 1st & other sons of my first sister & the heirs of his & their bodies, and in default of such sons, then to and among the daughters of my said sister, is a good devise over to the daughters, though there be a son born, if he die without issue.” Lawrence – Some marginal notes. Interior notes dated Nov. 22, 1798 on Wood, for the plaintiff in error, Smith, for the defendant, and Lord Kenyon. Interior notes dated Jan. 22, 1799 on Chambre, for the plaintiff, Gibbs, for the defendant, Lord Kenyon, J. Ashhurst, and J. Grose. Also, interior research notes including a reference to Lord Mansfield in Keene v. Dixon. Reporter: Lord Kenyon refers to Lord Mansfield in Denn d. Briddon v. Page (8 T.R. at 116).
257	29 January, 1799	<i>Roe d. Reade v. Reade</i>	King's Bench	8 T.R. 118	Will		Special Case, 8 pages, attached to first page of the declaration is a family tree. Front page – “General words in a devise will not carry a trust estate if it appears that the deviser did not mean they should operate on it, as if the devise be ‘after payment of legacies & funeral expenses.’ A Court of law cannot in an ejectment take notice of an equitable interest unconnected with the legal estate.” Lawrence – Some marginal notes on declaration. Interior notes on Smith, for the plaintiff, Pell, for the defendant, Lord Kenyon, and J. Grose. Also, interior research notes on Strong v. Teat, 2 Burr. 912.
258	31 January, 1799	<i>Hartley v. Herring</i>	King's Bench	8 T.R. 130	Slander		Copy Declaration, 4 pages. Front page – “In an action for slander imputing incontinence to one who was a preacher at a dissenting meeting house – by reason of which he was disrupted from his employment, it is not necessary to state that he was legally in the exercise of that employment, nor is it necessary to state the names of the persons who disrupted him but it is sufficient to say that the persons who frequented the chapel refused to permit him to preach, the means whereof he had lost the emoluments he would otherwise have acquired.” Lawrence – Interior notes on Marryatt, Best, and Lord Kenyon. Also, interior notes commenting on an objection made by Best. Also, interior research notes on other cases including Barnes v. Prudlin and Hunt v. Jones.
259	1 February, 1799	<i>Bentley v. Donnelly & Benton</i>	King's Bench	8 T.R. 127	Procedure		Copy Declaration, 5 pages, Court order for plaintiff to show why the verdict should not be arrested is attached to corner of declaration. Front page – “In action against one for rescuing a person out of the custody of an inferior court, it is not an objection which can be taken after verdict, that it is not alleged that the original cause of action arose within the inferior jurisdiction nor, that it is not alleged that the officer had not the prisoner in his custody at the return of the writ.” Lawrence – Interior notes dated Jan. 31, 1799 on Mingay, Lawes, and Best. Interior notes dated Feb. 1, 1799 on Lord Kenyon.
260	1 February, 1799	<i>Waite v. Smith</i>	King's Bench	8 T.R. 133	Statute	Highways	Special Case for Argument, 2 pages. Front page – “The 19th Sec: 13.G.3.c.78 respecting highways which have been stopped up is not prospective.” Lawrence – Interior notes on Scarlett, for the plaintiff, Holroyd, for the defendant, Lord Kenyon, and J. Grose. Also, interior notes to see 13.G.3.sec.19.
261	5 February, 1799	<i>Eckhardt v. Wilson</i>	King's Bench	8 T.R. 140	Bankruptcy	Joint Stock	Demurrer Book, 14 pages. Front page – “An assignment by one of two traders of all his joint stock in favor of his joint creditors is an act of bankruptcy and if he & his partner bring an action this act of bankruptcy may be pleaded in bar, & is not properly pleadable in abatement. Lawrence – Brief marginal notes on declaration. Interior notes on Lawes, for the plaintiff, Walton, for the defendant, Lord Kenyon, and J. Grose. Also, brief interior research notes with reference to Lord Mansfield in Hassel(?) v. Simpson.

Catalogue of Dampier Manuscripts: Lawrence Paper Books

MS #	Date	Case	Court	Reported	Type 1	Type 2	Notes
262	5 February, 1799	<i>Thompson v. Charnock</i>	King's Bench	8 T.R. 139	Demurrage	Arbitration	Copy Paper Book, 10 pages. Front page – “The not giving the master of a ship notice of the ulterior destination of it in consequence of which a damage arises, is not a ground to claim demurrage when demurrage is provided for in certain particularized uses – and though the parties covenant that all disputes which may arise shall be referred to arbitration the plaintiff’s refusal to submit to a reference is not bar to an action.” Lawrence – Marginal notes on declaration. Interior notes on Giles, for the plaintiff, Wood, for the defendant, Lord Kenyon, and J. Grose. Also, interior notes on the case generally.
263	6 February, 1799	<i>Rex v. Stead</i>	King's Bench	8 T.R. 142	Nuisance	Highways	Paper Book of Record in Error, 5 pages. Front page – “If the indictment for a nuisance in stopping up a highway does not state the nuisance to be continued to the time of the indictment it is not necessary that a judge should be given to abate the nuisance.” Lawrence – Interior notes on France, for the plaintiff, and Lord Kenyon. Interior research notes on other cases including R. v. Papineau, 2 Stra. 686. Also notes to see 7 T.R. 467 (Rex v. Justices of West Riding) and Campbell v. French at 6 T.R. 201.
264	8 February, 1799	<i>Casseres v. Bell</i>	King's Bench	8 T.R. 166	Pleadings		Copy Paper Book, 17 pages. Front page – “A plea stating that defendant was born out of the allegiance of the King, and that the persons exercising the power of government in the county where he was born are enemies of the King is not good – it ought to state that the plaintiff is himself an enemy.” Lawrence – Very brief marginal notes on the declaration. Interior notes on Giles, for the plaintiff, Wood, for the defendant, and Lord Kenyon. Also, interior notes on the case generally. Enclosed within the main paper book is a small piece of paper with notes in another language. Top of the paper says “Eliz : Derrier v. Elias Arnaud.”
265	1799	<i>Roope v. Dowrick</i>	King's Bench	Unreported	Pleadings	Contract	Copy Demurrer Book, 6 pages. Front page – “Covenant to proceed with ship immediately after the discharge of her outward cargo from Halifax to Port Jarvis – Plea too general, which only states that she was prevented by the dangers of the seas from proceeding, without stating what those dangers were – and that having been damaged by storms she was obliged to return to land on to repair, without showing that the vessel could not be repaired at Halifax – not proceed from Halifax to St. Johns to take cargo of fish.” Lawrence – Interior notes on Chambre, for the plaintiff. Judgment for the plaintiff.
266	8 February, 1799	<i>Boehm v. Bell</i>	King's Bench	8 T.R. 154	Prize	Fraud	Special Case, 4 pages. Front page – “The captors of a ship, which is afterwards restored to the claimants by a decree of the Court of Admiralty as not being lawful prize, have an insurance interest in the ship. Qy how far in case of a valued policy without fraud can be any return of premium for over insurance?” Lawrence – Interior notes on Park, for the plaintiff, Giles, for the defendant, Lord Kenyon, J. Grose, and J. Lawrence. Notes on Park refer to Lord Mansfield in Tyre v. Fletcher (See 8 T.R. at 156). Notes on Giles also refer to Lord Mansfield in the context of evidence of fraud. Reporter: Park also refers to Lord Mansfield in Lewis v. Rucker, 2 Burr. 1167 (8 T.R. at 158). J. Grose refers to Lord Mansfield in Le Cras v. Hughes (8 T.R. at 161). J. Lawrence also refers to Lord Mansfield in Le Cras v. Hughes (8 T.R. at 162). Enclosed within the main paper book is Boehm’s insurance policy.
266b	1799	<i>Landers v. Hawksley</i>	King's Bench	Unreported	Assumpsit	Barnard's Act	Special Case, 1 page. Assumpsit for not transferring stock. Front page – “A loan of stock is not within 7.G.2.S.J. Barnard Act...Judgment for the plaintiff.” Lawrence – Interior notes on Baily, for the plaintiff, Wood, for the defendant, and Lord Kenyon. Brief marginal note on declaration with a reference to see Tate v. Wellings, 3 T.R. 531.

Catalogue of Dampier Manuscripts: Lawrence Paper Books

MS #	Date	Case	Court	Reported	Type 1	Type 2	Notes
267	1799	<i>Rex v. Stott</i>	King's Bench	Unreported	Jurisdiction of JP's	Statute	Paper Book of Record on Writ of Error, 4 pages. Regarding the jurisdiction of justices of the peace to try receivers of stolen iron under 29.G.2.c.76. Lawrence – Interior notes dated Nov. 22, 1798 on Scarlett, for the plaintiff in error, Vaughan, for the defendant, and Lord Kenyon. Interior notes dated Feb. 12 on Lord Kenyon. Also, interior research notes on the statute 22.G.3.c.58. Enclosed within main paper book is a folded piece of paper with the facts and issues of the case written in formal writing. There is also a four-page document dated Feb. 12 with notes on the arguments by Scarlett and Vaughn and the opinion of Lord Kenyon. Also enclosed within the main paper book is the form of indictment by the jury and a “form of indictment for receiving stolen lead from Mr. Pruia Clerk of the assizes of the Oxford Circuit.” There is also a document that appears to be a model for how an indictment should be written, which contains blanks where case specific information could be entered. Finally, there is a copy indictment for the case of Rex v. John Adams enclosed within the main paper book.
268	25 January, 1799	<i>Hornblower v. Boulton</i>	King's Bench	8 T.R. 95	Patent	Intellectual Property	In Error, 10 pages. Patent infringement. Lawrence – Some marginal notes on declaration. Interior notes dated Nov. 16, 1798 on Gazolee, for the plaintiff in error, Holroyd, for the defendant, and Lord Kenyon. Interior research notes on 21.J.1.c.3.s.1, 5 and Boulton v. Bale. Enclosed within the main paper book is a 10-page printed document that appears to be torn out of a book and recites the Act of Parliament granting Mr. Watts the exclusive use and property of a certain steam engine that he invented. Also enclosed within the main paper book are 3 pages of notes dated Jan. 25, 1799 on the arguments of LeBlanc, for the plaintiff in error, and Rous, for the defendant. Also, there are notes on Lord Kenyon, J. Grose, and J. Ashhurst. There is also a document that contains 14 small pages of notes on the issues in the case generally. Finally, there is a one-page document on the opinions of J. Heath, J. Buller, J. Rooke, and C.J. Eyre. Not clear what case these notes refer to.
269	1799	<i>Blyth v. Jackson</i>	King's Bench	Unreported	Contract		Special Case, 2 pages. Action for breach of contract for the non-delivery of salt. Front page – “The duty imposed by the 38.G.3.c.43 attaches only on the salt in the hands of the maker.” Lawrence – Interior notes on Vaughan, for the plaintiff, Percival, for the defendant, and Lord Kenyon. Interior notes on the statute 38.G.3.c.43.sec.3 and comments on the arguments by counsel.
270	12 February, 1799	<i>Rex v. Inhabs. of Chilverscoton</i>	King's Bench	8 T.R. 178	Settlement	Order of removal	Paper Book of Orders, 2 pages. Front page – “Order of removal unappealed from if bad on the face of it, in not showing that the Justices making the removal were Justices of the County in which the parish lies into which the pauper had intruded, is not conclusive on that parish.” Lawrence – Very brief marginal notes on declaration. Interior notes on Gibbs, Wilson, Ascough, Park, Lord Kenyon, J. Grose, and J. Lawrence. Also, notes on the back of the paper book on the opinions of Lord Kenyon and J. Lawrence. Enclosed within the main paper book is a document of references to cases and statutes from Mr. Morica to J. Lawrence.
271	1798	<i>Roe d. Southall v. Langford</i> SS Vol. 128: 248	King's Bench	Unreported	Will	Tenancy in common	Special Case, 5 pages. Front page – “Construction of a most unintelligible will of a most illiterate person – tenancy in common never intended without words to [word?] a joint tenancy. Qy how far words may be supplied to make a will sensible?” Lawrence – Marginal notes on the declaration. Interior notes dated April 27, 1798 on Park, for the plaintiff, Wigley, for the defendant, and Lord Kenyon. Interior notes dated June 12, 1798 on Leycester, for the plaintiff, Plume, for the defendant, Lord Kenyon, and J. Grose. Also, interior notes commenting on the case in general and referring to various cases. Enclosed within the main paper book is a folded piece of paper with notes on the case generally. There is also a chart titled “Pedigree for Case” mapping out the relation of the devisees.

Catalogue of Dampier Manuscripts: Lawrence Paper Books

MS #	Date	Case	Court	Reported	Type 1	Type 2	Notes
272	1797	<i>Rex v. Inhabs. of Battersea</i>	King's Bench	Unreported	Highways		Paper Book of Special Case, 3 pages. An indictment for not repairing two highways for horses, coaches, carts, and carriages particularly delineated in an Act to build Battersea Bridge. Judgment for the Crown. Lawrence – Note on front page to see 13 G.3.c.84.s.63. Also, note on front page regarding Lord Kenyon's opinion. Interior notes dated Nov. 10, 1797 on Lawes, for the prosecution. Also, very brief interior research notes. Enclosed within the main paper book is a second paper book for this case. Interior notes dated June 18, 1797 on Lawes, for the prosecution, and Lord Kenyon. Also, interior research notes with reference to various cases. Enclosed within main paper book is an 18-page typed document containing the Act for building the Battersea Bridge. There is also a drawing of the plans for the Battersea Bridge enclosed within the main paper book.
273	[Missing]						
274	16 April, 1799	<i>Christie v. Secretan</i> SS Vol. 128: 306	King's Bench	8 T.R. 192	Insurance		Special Case, 3-page declaration. Regarding a policy of insurance on goods upon a ship traveling from MD and VA to Bremen. Front page – “Judgment of a Court of Admiralty is conclusive as to the point on which they have given their judgment but not as to the facts stated as the grounds for the conclusion they have come to. Qy how far a vessel without warranty is to be documented?” Lawrence – On a piece of paper attached to the front of the declaration there are extensive notes on the case generally and research notes on other cases and statutes. There is a reference to Lord Mansfield – “to the authority of Lord M. in [Planck] v. Fletcher, Doug 238 & in Lever v. Fletcher, Parke 237 insurances on voyages in breach of the revenue laws of other countries are good.” These notes continue onto the back of the first page of the declaration. On the back of the 2nd page of the declaration, front and back of the 3rd page of the declaration, and 4th page are notes on Giles, for the plaintiff, Parke, for the defendant, Lord Kenyon, and J. Lawrence. (Dated Feb. 1, 1799). Enclosed within the main paper book are two folded pages of notes dated April 16, 1797 on Law, for the plaintiff, Gibbs, for the defendant, and Lord Kenyon. Also enclosed within the main paper book is a newspaper article from The New York Gazette – General Advertiser dated May 11, 1798. There is a handwritten note above the masthead – “This paper contains the communication to the French ministry showing that by the law of nations the British had a right to search American ships – & that the French violated the treaty with America in requiring their ships to have a Roll'd Equipage.
275	16 April, 1799	<i>Copland v. Stein</i>	King's Bench	8 T.R. 199	Bankruptcy	Factor	Special Case, 3 pages. Front page – “If a trader after a secret act of bankruptcy signs goods to a factor for sale on his advancing him a sum of money – the assignees may recover such goods from the factor. This not being one of the excepted cases from the effect of the relation of an act of bankruptcy.” Lawrence – Interior notes dated Feb. 5, 1799 on Wood, for the plaintiff, Perceval, for the defendant, Lord Kenyon, and J. Grose. Interior notes dated April 16, 1799 on Erskine, for the plaintiff, Gibbs, for the defendant, Lord Kenyon, J. Grose, and J. Lawrence. Also, interior research notes on other cases and statutes, including a passage on the act of bankruptcy from L. Hardwicke in Billon v. Hyde, 1 Vesey Reports page 328.
276	17 April, 1799	<i>Rex v. Gaskin</i>	King's Bench	8 T.R. 209	Mandamus	Removal of rector	Paper Book of Mandamus & Return, 4 pages. Front page – “Rector of a parish can't remove the parish clerk for misbehavior in his office without giving him an opportunity of defending himself, though part of the misbehavior was in the Rector's presence.” Lawrence – Marginal notes on declaration. Interior notes on Jervis, to quash the writ, Park, contra, and Lord Kenyon. Jervis refers to Lord Mansfield in Rex v. Richardson and Park refers to Lord Mansfield in Rex v. Tidderlay (see 8 T.R. at 209). Also, brief interior notes on case generally and reference to R. v. Mayor of Cambridge, 2 T.R. 456.

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MS #	Date	Case	Court	Reported	Type 1	Type 2	Notes
277	16 May, 1800	<i>Bird v. Appleton</i> SS Vol. 128: 203	King's Bench	8 T.R. 562	Insurance		Special verdict as altered in consequence of the New Trial, 11 pages with additions made on declaration in red. Front page – “Insurance on an American ship at & from Canton to Hamburg, is good if the ship at the time of her arrival at Canton be employed in illegally landing goods taken on board at Bombay, which by the treaty with America ought to have been landed only there. & if entire damages be given against the underwriter who has assured both the ship & the goods put on board at Canton which might legally be carried to Hamburg the plaintiff can recover no part.” Lawrence – Interior notes dated April 19, 1799 on Gibbs, for the plaintiff, Rous, for the defendant, and Lord Kenyon. Possible references to Lord Mansfield in the cases Bernard v. Mollinex, Park 353, and Baziller v. Lewis. Also, brief interior notes commenting on the case generally. Enclosed within the main paper book is a 19-page special verdict paper book for Bird v. Appleton. Interior notes dated June 22, 1798 on Giles, for the plaintiff, and Carr, for the defendant. Interior note on Nov. 16, 1798 saying, “The Court being of the opinion that this special verdict was not complete in not connecting the proposal with the voyage, & the cargo shipped in China with the cargo carried from Bombay – a motion was made by counsel for a new trial - L Kenyon’s minutes of the last trial to be used.” Brief interior research note. Also, brief marginal notes. Also enclosed within the main paper book is a 33 page printed document containing the Treaty of Amity, Commerce, and Navigation between American and Great Britain. On the back of this document are notes written in very light pencil.
278	19 April, 1799	<i>Beardmore v. Fox</i>	King's Bench	8 T.R. 214	Landlord/Tenant		Special Case, 3 pages. Front page – “One who has let a house for a long term of years, which in consequence of repairs made by the tenant may be let at a much higher rent, is the owner of the improved rent within 14.G.3.c.78 and liable to pay ½ of the expenses of building a party wall. Rent in the 41 section of that but is not equivalent to value.” Lawrence – Marginal notes on the declaration. Very brief interior notes on Abbot, for the plaintiff, Gaselee, for the defendant, and Lord Kenyon.
279	7 June, 1799	<i>Fisher v. McNamara</i>	King's Bench	8 T.R. 302	Feme Covert	Writ in error	Copy Paper Book, 5 pages. Front page – “Feme covert sued as feme sole can’t bring error without her husband joining. Writ in error quashed April 19, 1799.” Lawrence – Brief marginal notes. Brief interior note on the case generally.
280	23 April, 1799	<i>Garrels v. Kensington</i> SS Vol. 128: 204	King's Bench	8 T.R. 230	Breach of neutrality		Special Case, 3 pages. Front page – “Ship warranted Danish & having been taken possession of by an English cruiser to be searched – rescued herself from the person put in possession of her – for this as for a breach of neutrality the ship was condemned in a court of Admiralty ... Judgment for plaintiff – unless 2d argument should be desired – because of neutrality.” “May 28, 1799 – this case stood for a 2d argument. Erskine stated that there was an appeal depending against the sentence & prayed the Court not to give judgment till after hearing of the appeal – Court gave him a R.N.” Lawrence – Interior notes on Park, for the plaintiff, Scarlett, for the defendant, and Lord Kenyon. Also, interior research note on Saloucci v. Johnson, Parke 364.
281	23 April, 1799	<i>Lumley v. Sutton</i>	King's Bench	8 T.R. 224	Prize		Special Case, 10 pages. Regarding prize money arising from the capture of a ship. Lawrence – Brief marginal notes on the declaration. Interior notes on Hartley, for the plaintiff, Wood, for the defendant, Lord Kenyon, J. Grose, and J. Lawrence. Also, very brief interior research notes on cases.
282	24 April, 1799	<i>Rex on the prosecution of St. Martin in the Fields v. Inhabs. of Mary Lambeth</i>	King's Bench	8 T.R. 236	Contract	Settlement	Paper Book of Orders, 2 pages. Front page – “Servant being hired for a year on 18th of January – on the 16th of January following the master being obliged to abscond for keeping a gaming horse paid the servant her whole wages – saying he had no further occasion for her service – this a dispensation & the servant gains a settlement.” Lawrence – Interior notes on Garrow, Fielding, Best, Lord Kenyon, J. Grose, and J. Lawrence. Also, interior research notes on various cases.

Catalogue of Dampier Manuscripts: Lawrence Paper Books

MS #	Date	Case	Court	Reported	Type 1	Type 2	Notes
283	24 April, 1799	<i>Rex on the prosecution of St. Olave v. Inhab. of St. Mary Lambeth</i>	King's Bench	8 T.R. 240	Pauper's Settlement		Paper Book of Orders, 2 pages. Front page – “Pauper having a house in one parish where his wife & family sleeps and another in a different parish for the convenience of his business, in both of which houses he occasionally slept is settled in that in which he carried on his business, he having in that slept the last 40 days.”
284	1799	<i>Jones v. Jennings</i>	King's Bench	Unreported	Trespass		Copy Paper Book, 8 pages. Action for trespass of a close and the destruction of fences, hedges, and mounds. Lawrence – Brief marginal note on declaration. Brief interior notes on Menly, for the defendant. Interior notes on trespass and pleading.
285	27 April, 1799	<i>Rex v. Neale</i>	King's Bench	8 T.R. 241	Statute	Pilot	Paper Book of Conviction, 3 pages. Front page – “After a ship has finished her voyage if there be occasion to remove her from on part to another of the river Thames, it is not necessary under the 5.G.2.c.20, that there should be a pilot on board.” Lawrence – Interior notes on Marryatt, for the defendant, Best, for the plaintiff, Lord Kenyon, and J. Grose. “Conviction quashed.” Also, interior notes on 25.G.2.c.20.s.1 and R v. Lambe, 5 T.R. 76.
286	30 April, 1799	<i>Williams v. Evans</i>	King's Bench	8 T.R. 246	Statute	Burgess	Copy Special Case reserved for the opinion of the Court at Hereford Summer Assizes 1798, 7 pages. Regarding freeman statute 3.G.3.c.15. Lawrence – Brief marginal notes on declaration. Interior notes on Milles, for the plaintiff, Wood, for the defendant, Lord Kenyon, and J. Grose.
287	1799	<i>Doe d. Buckley v. Buckley</i>	King's Bench	Unreported	Will		Special Case, 2 pages. Front page – “If tenant for life – with a contingent remainder in tail - & vested remainder in fee suffers a recovery – this vested remainder will pass by the will of the remainderman, though he dies before the tenant for life, without taking advantage of the forfeiture; & though devisee may maintain an ejectment, though 20 years have elapsed from the time of the forfeiture – If 20 years have not elapsed since the death of the devisor.” Lawrence – Very brief marginal notes. Notes on [Yates], for the plaintiff, Holroyd, for the defendant, and Lord Kenyon written across the back of the declaration. Also, some research notes written on the back of the declaration.
288	19 April, 1799	<i>Doe d. Gregory v. Whichelo</i>	King's Bench	8 T.R. 211	Estate		Case, 3 pages. Regarding the descent of an estate. Lawrence – Marginal notes on the declaration. On the back of the first page of the declaration are research notes on other cases. On the back of the second page of the declaration are notes on Conste, for the plaintiff, and Holroyd, for the defendant. Judgment for the plaintiff. Enclosed within the main paper book is a chart of the family pedigree.
289	28 May, 1799	<i>Hadley v. Clarke</i>	King's Bench	8 T.R. 259	Embargo	Charter party	Special Case, 6 pages. Front page – “Embargo does not put an end to a charterparty – and if the ship does not sail to her destined port however long the embargo may have continued, the shipper of goods may recover against the owners of the ship damages for not sailing after the embargo removed. Judgment for plaintiff.” Lawrence – Interior notes dated April 26, 1799 on Giles, for the plaintiff, Scarlett, for the defendant, and Lord Kenyon. Interior notes dated May 28, 1799 on Gibbs, for the plaintiff, Wood, for the defendant, Lord Kenyon, and J. Grose. Also, interior research notes.
290	28 May, 1799	<i>Havelock v. Rockwood</i>	King's Bench	8 T.R. 268	Prize	Insurance	Special Case, 4 pages. Regarding ransom and insurance. Front page – “A ship being captured was carried into the port of Bergen in Norway & there after pretended condemnation by the French Consel, was sold by auction to the owner of the ship – this is a ransoming within the 22.G.3.c.25 - & the 33.G.3. – and the sum paid can't be recovered as an average loss. Judgment for defendant.” Lawrence – Interior notes dated April 30, 1799 on Gaselee, for the plaintiff, Park, for the defendant, and Lord Kenyon. Gaselee refers to Lord Mansfield – “L Mansfield's answer to the exposition del motives does not say the Court must sit within the County to which it belongs – it does not say it must sit in the County.” Interior notes dated May 28 on Holroyd, for the plaintiff, Gibbs, for the defendant, Lord Kenyon, J. Grose, and J. Lawrence. Also, interior research notes with a reference to see McMasters v. Shoolbred Espinasse 237, Park 767.

Catalogue of Dampier Manuscripts: Lawrence Paper Books

MS #	Date	Case	Court	Reported	Type 1	Type 2	Notes
291	1799	<i>Bowes v. Fitzgerald</i>	King's Bench	Unreported	Pleadings		Demurrer Book, 2 pages. Defendant came into possession of another's goods and chattels and disposed of them for his own use. Front page – "Plea in abatement of the excommunication of the plaintiff bad if not sub pede sigilli of the Bishop." Lawrence – Interior notes in English and another language.
291b	1 June, 1799	<i>Rex v. Swallow</i>	King's Bench	8 T.R. 284	Evidence	Conviction	Paper Book of Conviction, 2 pages. Front page – "Conviction stating 3 offences charged and the evidence given, and including that thereupon the defendant is convicted - & hath for each of his said several offences forfeited the sum of 5 L making in all the sum of 15L is good, though it does not state that the defendant was convicted of each. If the evidence appears to be given – on the same day the defendant appeared & pleaded it shall be intended in his presence though the appearance & the giving the evidence be in different places." Lawrence – Interior notes on Wilson, Law, and Lord Kenyon.
292	7 June, 1799	<i>Doe d. Mitchinson v. Carter</i>	King's Bench	8 T.R. 300	Credit	Warrant of attorney	Special Case, 2 pages. Front page – "A warrant of attorney given to a bona fide creditor, to enable him to take in execution a lease, which the lesser had covenanted not to assign or otherwise part with, is a forfeiture." Lawrence – Interior notes dated June 7, 1799 on Best, Parnter, and Lord Kenyon. Note to see P.B. 247. Also, interior note that appears to be a quote from 3 Coke 78.
293	12 November, 1799	<i>Jennings v. Rundall</i>	King's Bench	8 T.R. 335	Contract	Infancy	Copy Paper Book, 3 pages. Front page – "Infancy is a good plea to an action founded on the tort for immoderately riding a hired horse as the cause of action arises out of a contract." Lawrence – Interior notes on Marryatt, for the plaintiff, Lord Kenyon, J. Lawrence, and J. Le Blanc. Also, interior research notes on other cases in formal writing.
294	13 November, 1799	<i>Rex v. Co of Fishermen of Faversham</i>	King's Bench	8 T.R. 352	Mandamus	Corporation	Paper Book of Mandamus & Return, 4 pages. Front page – "Return to a mandamus to restore a member of a corporation is bad if it is not stated that the offences for which he was disfranchised was proved by evidence, or that he confessed it, & it is not sufficient to state that having done the thing he was called on to show cause why he should not be disfranchised ... Return Quashed." Lawrence – Marginal notes on declaration. Interior notes on Wood, against the return, Bayley, contra, and Lord Kenyon. Also, brief interior research notes.
295	13 November, 1799	<i>Rex v. Proprietors of Staffordshire & Worcestershire Canal Navigation</i>	King's Bench	8 T.R. 340	Tolls		Paper Book of Restated Orders, 4 pages. Front page – "Tolls of a canal are ratable in the parish when the voyage finishes & not when they are collected – nor in the parishes intermediate between the place where the voyage begins & ends." Lawrence – Notes on the declaration. Interior notes on Erskine, Manley, and Jervis, in support of the order. Interior notes on Law, Gibbs, and Caldecot, contra. Also, interior notes on Lord Kenyon, J. Grose, J. Lawrence, and J. LeBlanc. Also, interior research notes referring to Rex v. Page.
296	13 November, 1799	<i>Rex v. Inhabs. of Ingworth</i>	King's Bench	8 T.R. 339	Settlement		Paper Book of Orders, 2 pages. Regarding a settlement. Lawrence – Marginal note to see R v. Keel, Const. 736, Cald. 144. Interior notes on Mingay and Lord Kenyon.

Catalogue of Dampier Manuscripts: Lawrence Paper Books

MS #	Date	Case	Court	Reported	Type 1	Type 2	Notes
297	1799	<i>Collet v. Lord Keith</i> SS Vol. 128: 267	King's Bench	Unreported	Pleadings	Rejoinder	Copy Demurrer Book, 8 pages. Regarding pleading, replication, rejoinder. Front page – “Declaration for taking a ship & converting it to defendant’s use. Bar that defendant as commander of the King’s sea forces took the ship to prevent its giving information to the enemy which he had reason to suspect it intended doing ...” Lawrence – Interior notes dated Nov. 15, 1799 on Parke, for the defendant, and Giles, for the plaintiff. Also, interior notes on the case generally and other cases. Enclosed within the main paper book is an 8-page document titled “Lord Keith’s Examination upon the Trial of the Cause – Wilson v. Marryat upon the 16th Dec. 1797.” This document is a transcript of Mr. Adam examining Lord Keith. Lord Kenyon and Erskine are also recorded in this document. There is also a 7-page document titled “Copy Record” enclosed within the main paper book that appears to be a copy of the declaration. On the back of the first page of this document are notes on the case generally and a reference to see Taylor v. Cole, 3 T.R. 297. There is also a 1-page document consisting of 2 letters from G.K. Elphinstone to Collet referred to in Lord Keith’s examination.
298	16 November, 1799	<i>Rex v. Wilson & 11 Others</i>	King's Bench	8 T.R. 357	Indictment	Forcible entry	Paper Book of Demurrer, 4 pages. Front page – “An indictment charging several persons that they with force & arms & with a strong hand did enter the mill of M:L: chase the said M.L: from the possession thereof unlawfully, injuriously & with a strong hand dispel and put out, is a sufficient charge of criminal force & violence, to show that transaction to be not merely a civil injury, as would appear to be the case if the words strong hand were omitted.” “A forcible entry is an offense at common law.” Lawrence – Marginal notes on 5.R2.c.7. Interior notes dated Nov. 16, 1799 on Bedford, for the defendant, Walton, for the prosecution, Lord Kenyon, J. Grose, J. Lawrence, and J. LeBlanc. “Judgment for the Crown on the 1st and 2d counts.” Also, interior research notes on various cases and statutes against forced entry.
299	19 November, 1799	<i>Glazebrook v. Woodrow</i> SS Vol. 128: 233	King's Bench	8 T.R. 366	Contract		Copy Demurrer Book, 5 pages. Front page – “Whether covenants be dependant or independent is to be gathered from the words & nature of the agreement & depends entirely upon it, and an execution of part of the covenant by the one will not entitle him to call on the other to pay him the sum covenanted to be paid where it appears more was to be done before payment. Though that circumstance may in some cases tend to determine that intention of the parties as to the covenant being dependant or not.” “Judgment for defendant.” Lawrence – Marginal notes on the declaration. Interior notes on Yates, for the plaintiff, Wood, for the defendant, Lord Kenyon, J. Grose, J. Lawrence, and J. LeBlanc. Also, interior research notes with multiple references to Boone v. Eyre. Enclosed within the main paper book are 2 folded pieces of paper with notes on the case and research notes on other cases. There are references to Lord Mansfield’s opinion on the dependence or independence of covenants at Doug 665. There are also references to Lord Kenyon, in Goodison v. Nunn, 4 T.R. 764, and Lord Ashhurst on this subject.
300	20 November, 1799	<i>Rex v. Inhabs. of Laidon</i>	King's Bench	8 T.R. 379	Settlement	Evidence	Paper Book of Orders, 2 pages. Regarding settlements and evidence. Front page – “J.M. having entered into an agreement unstamped to serve J.C. 3 years to learn the business of a carpenter, the first year to have 1s2d per day – the 2d year 1s4d & the 3d year 1s6d gains no settlement under this agreement as by hiring & service. Parol evidence admissible that J.M. paid J.C. a premium though not noticed on the agreement.” Lawrence – Interior notes on Trower, Wingfield, Pooley, Raincock, Lord Kenyon, J. Grose, J. Le Blanc, and J. Lawrence. Brief interior note on cases Rex v. Highnam and Rex v. Little Bolton. Reporter: Pooley and Raincock refer to Lord Mansfield in R. v. Little Bolton – “Lord Mansfield saying, ‘It is manifest, even on the face of the written agreement, that a fraud on the revenue was intended.’” (8 T.R. at 382) Lord Kenyon, J. Grose, and J. Lawrence refer to Lord Mansfield in R. v. Little Bolton and R. v. Highnam. (8 T.R. at 383, 384, 385).

Catalogue of Dampier Manuscripts: Lawrence Paper Books

MS #	Date	Case	Court	Reported	Type 1	Type 2	Notes
301	1799	<i>Rex v. Inhabs. of Ilminster</i>	King's Bench	Unreported	Statute	Settlement	Paper Book of Orders, 1 page. Front page – “Master of a workhouse not an officer within 3.W.c.11 to gain a settlement.” Lawrence – Interior notes are dated Nov. 20, 1779. This appears to be a typo because the front of the paper book is dated Nov. 1799. Interior notes on East, in support of the order, Lord Kenyon, and J. Grose. Brief interior notes on R. v. Melbourne, Const. 293, 3.W.M.c.11.s.6, and 9.G.1.c.7. Enclosed within the main paper book is a 1-page paper book of restated orders dated 1800. Some of the words are underlined to indicate what was added under the rule for restating the case. Interior notes dated May 21, 1800 on Lord Kenyon.
302	1799	<i>Mathews v. Warner</i>	King's Bench	Unreported	Will		Copy Pet ⁿ for a Comm ⁿ of Review, 3 pages, including quotes from the purported wills. Front page – “The signing a paper which is on the face of it called the plan of a will, does not make it a will or testamentary paper although there may be words imparting a present bequest.” Lawrence – Interior notes dated Nov. 20, 1799 listing the people present that composed the Commission of Review: Bishop of London, L. Kenyon, L. Baron, Mr. J. Rooke, Mr. J. Lawrence, Dr. Scott, Dr. Arnold, and Dr. Robinson. Interior notes on Nichols, in support of the sentence of the judge of Prerogative Court & of the delegates, and Batton, contra. Also, interior notes on Lord Kenyon, Richards, and J. LeBlanc. Interior notes dated Feb. 13, 1800 stating that the same delegates met again. Also, interior notes on Lord Kenyon and a note to see 2 Rolls Ab:232, 2 Balst: 2, Leach 85. Interior research notes on 29.C.2.c.3.s.22. Enclosed within the main paper book is a “Copy of Order of Col. Refg. Petition to the Lord Chancellor,” a “Copy of the Lord Chancellor Certificate,” and a “Copy Order of Col. for a Commission of Review dated 5th. Dec. 1798.” The Copy Order of Col. for a Commission of Review lists the delegates to which it was directed: The Bishop of London, The Bishop of Durham, Bishop of Rochester, Lord Kenyon, Lord Auckland, Lord Bayning, Sir James Eyre Knight, Sir Archibald MacDonald Knt., Sir Soulden Lawrence Knt., Sir Wm. Scott Knt. (Dr. of Law), James Henry Arnold (Dr. of Law), and Christopher Robinson (Dr. of Law). There is also a 1-page document listing the instances when commissions of review were granted in the past (from 1666 – 1741). Also enclosed within the main paper book is a folded paper dated May 10, 1798 with formally written notes on the case, the arguments of Nicholl, Richards, Battine, and Hotham, and the opinions of J. Heath, Swaby, Coote, Parson, and Buller. There is also a paper with notes on various statutes and cases regarding whether delegates may commit administration.
302a	1799	<i>Rex v. Inhabs. of Lancashire</i>	King's Bench	Unreported	Bridge maintenance		Copy of Indictment & Special Verdict for argument before the judges in banc for the Court of Common Pleas at Lancaster, 11 pages. Front page – “If a bridge is built by persons bound ratione tenurae to repair a ford, and is used by the King & subjects and is useful to the County in general, the County are liable to keep it in repair. Per Lawrence & LeBlanc – Justices of the Court of pleas cs at Lancaster.” Lawrence - Very brief marginal note. Interior notes on Yates, for the defendant. Note to see 2 Lev:112.
302b	31 January, 1799	<i>Walcot v. Goulding</i>	King's Bench	8 T.R. 126	Annuity	Intellectual Property	Copy Demurrer Book, 4 pages. Front page – “An annuity granted in consideration of the assignment of the copy right of a literary work is not within the 17.G.3 which requires a memorial of grants of life annuities.” “Nov. 13. Judgment for plaintiff. Lawes for the defendant admitting that the point had been settled against him in two cases, one where the business of a schoolmaster & the other that good will of a trade had been assigned in consideration of annuities.”
302c	1799	<i>Rex v. Inhabs. of Coddington</i>	King's Bench	Unreported	Pauper's Settlement		Paper Book of Orders, 2 pages. A pauper who served as Constable of the parish for 1-year gains no settlement. Lawrence – Interior notes on Gibbs and Lord Kenyon. Brief interior research notes.

Catalogue of Dampier Manuscripts: Lawrence Paper Books

MS #	Date	Case	Court	Reported	Type 1	Type 2	Notes
302d	1799	<i>Fairbrother v. Hallam</i>	King's Bench	Unreported	Debt		Demurrer Book – leave to amend, 4 pages. Front page – “Qy if on the debt on bond, it be a good plea that it was to secure a sum of money although that which the plaintiff were entitled to in common with other creditors of AB under a deed of composition entered into by the said AB with his creditors which sum the plaintiff refused to accept, unless the defendant would secure such further sum by the bond in question...fraud.” Lawrence – Brief marginal notes on declaration. Interior notes on Manley, for the plaintiff, Vaughan, for the defendant, and Lord Kenyon. Brief interior notes on other cases.
302e	1798	<i>R. on pros. of the Inhabs. of Lower Milton v. Proprietors of Staffordshire & Worcestershire Canal Navigation</i>	King's Bench	Unreported	Poor rates		Paper Book of Orders, 2 pages. Front page – “An attorney may act as such in an appeal against a poor rate on the behalf of a body corporate without having an authority under their common seal.” Lawrence – Brief interior notes dated Nov. 21, 1798 on Erskine and Lord Kenyon. Brief interior research notes.
302f	1799	<i>Watts v. Wadham</i>	King's Bench	Unreported	Bankruptcy	Breach of covenant	Copy Paper Book, 14 pages. Breach of covenant. Front page – “Qy If a bankrupt be liable in covenant for not conveying certain ground rents & not laying out a sum of money on land conveyed to him in fee for the purpose of building, which his assignees never took possession of? Qy If his assignees could renounce their interest after having suffered it to pass to them under the assignment? Lawrence – Marginal notes on the declaration. Interior notes on Abbot, for the defendant, Lawes, for the plaintiff, and Lord Kenyon. Interior research notes on cases and statutes, including 1.J.1.c.15.s.13, giving the commissioners power to grant and assign any of the debts due for the benefit of the bankrupt.
302g	1799	<i>Banks v. Thomson</i>	King's Bench	Unreported	Replevin	Landlord/Tenant	Demurrer Book, 6 pages. Whether a plaintiff in an action for replevin involving household furniture can plead in bar a set off for repairs against rent. Lawrence – Interior notes on Marryot, for the defendant, Bayley, for the plaintiff, and Lord Kenyon. “Leave to amend on payment of costs.”
302h	21 November, 1799	<i>Cuthbert v. Haley</i>	King's Bench	8 T.R. 390	Usury		Copy Issue, 6 pages. Front page – “If a note is given for an usurious consideration & negotiated, & affords the holder of it for valuable consideration without notice takes a bond for the amount, the bond is good.” Lawrence – Interior notes on Mingay, Marryatt, Lawes, Lord Kenyon, J. Grose, J. Lawrence, and J. LeBlanc. Also, interior research notes on various cases and statutes.
303	28 January, 1800	<i>Brown v. Compton</i>	King's Bench	8 T.R. 424	Sheriff	Escape from jail	Copy Special Case, 3 pages. Front page – “A sheriff is liable for an escape, who discharges an insolvent debtor in pursuance of an order made on the gaoler by Justices of the peace sitting as an adjourned. Qy Sessions of the peace, the original sessions being held prior to the passing an act, authorizing the justices to discharge at the first general quarter sessions or next general sessions after the passing the act or any adjournment thereof although the adjourned sessions were held after the passing the act...judgment for plaintiff.” Lawrence – Marginal note to see 37.G.3.c.112.sec.5 regarding when prisoners are to be brought before the justices at the first or second or general sessions of the peace or any adjournment. Interior notes dated June 12, 1798 on Scott, for the plaintiff, and Burroughs, for the defendant. Interior notes dated Jan. 28, 1800 on Gaselee, for the plaintiff, Dallas, for the defendant, Lord Kenyon, J. Grose, J. Lawrence, and J. LeBlanc.
303a	10 February, 1800	<i>Burgh v. Preston</i>	King's Bench	8 T.R. 483	Contract		Copy Paper Book, 5 pages. Front page – “An undertaking written under the seal of an obligation & before the execution, by which the obligee agreed not to bring any action on the bond during the life of the obligor, may be pleaded in bar of an action against him, as part of the condition of the bond.” Lawrence – Interior notes dated Jan. 31, 1800 on Giles, for the plaintiff, Dickens, for the defendant, and Lord Kenyon. Interior notes dated Feb. 10 on Lord Kenyon. Also, interior research notes and comments on the case generally.

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MS #	Date	Case	Court	Reported	Type 1	Type 2	Notes
304	29 January, 1800	<i>Rex v. Inhabs. of Bow</i>	King's Bench	8 T.R. 445	Settlement		Paper Book of Orders, 1 page. Regarding a settlement. Lawrence – Interior notes on Gibbs and East, in support of the order of sessions, Clapp, contra, and Lord Kenyon.
305	29 January, 1800	<i>Rex v. Inhabs. of Dodderhill</i>	King's Bench	8 T.R. 449	Settlement	Statute	Paper Book of Orders, 2 pages. Front page – “Settlement not gained by hiring pointing places at a mill for making needles – c.e. frames in which grind stones are turned by means of the mill wheel – such pointing places not being tenements.” Note on Inhabs. of Hammersmith, Hil:36G.3, P.B. 80. Lawrence – Interior note - “Reader was to have supported the order, but gave it up on my mentioning the case of the King v. the Inhabitants of Hammersmith Hil:36.G.3 of which he said he was not aware.”
306	29 January, 1800	<i>Rex v. Inhabs. of Batheaston</i>	King's Bench	8 T.R. 446	Certificate		Paper Book of Orders, 2 pages. Front page – “A certificate granted to a man & his children by name, is the same in effect & has the same consequences, as if separate certificates had been granted to each member of the family, and the grandchild of such man by one of the children named in the certificate is comprehended in it as part of such sons family.” Lawrence – Interior notes on Gibbs, in support of the order, Durnford, contra, and Lord Kenyon. Brief interior research notes on other cases and statutes.
307	31 January, 1800	<i>Tapley v. Martens</i>	King's Bench	8 T.R. 451	Charterparty	Contract	Special Case, 3 pages, including a copy of Tapley's account statement. Front page – “A covenant in a charterparty that the covenanter would pay the master of the vessel freight at the port of delivery if he pleads payment, such plea will not be supported by evidence of the master of the ship having received from the consignees agent a bill of exchange drawn on the covenantor which was not accepted because the agent was indebted to the consignor & the master by taking such bill instead of money is not refused for his remedy to the drawer of the bill.” Lawrence – Interior notes on Park, for the defendant, Giles, for the plaintiff, Lord Kenyon, and J. Grose. Also, very brief interior research notes.
308	1800	<i>Hellstrom v. Rhodes</i>	King's Bench	8 T.R. 444, note (a)	Insurance	Neutrality	Special Case, 3 pages, including a copy of the French Tribunal of Commerce in the Island of Guadeloupe's judgment against the ship, Neptune, for acting in contravention of its passport and sailing to and from the ports of the French Republic's enemies. Action on a policy of insurance on goods onboard a ship sailing from Baltimore to St. Bartholomew. The cargo was warranted to be Swedish property. Front page – “If a ship be warranted neutral property & be captured & condemned for having acted in contravention of its passport granted on sailing from its loading port by deviating from the voyage there described, such sentence of condemnation does not negative the warranty of neutrality.” Lawrence – Notes written across the back of the first page of the declaration on Giles, for the plaintiff, Wigley, for the defendant, and Lord Kenyon. Judgment for the plaintiff.
309	1 February, 1800	<i>Rex v. Inhabs. of Winwick</i>	King's Bench	8 T.R. 454	Apprenticeship		Paper Book of Orders, 3 pages. Front page – “Indenture of parish apprentice good though one of the justices signed his assent without the other being present, if on the 2d justice signing his assent the 1st justice be present.” Lawrence – Marginal note on Rex v. Hamstall Ridware, 3 T.R. 380 and 43.El.c.2.s.5. Interior notes on Garrow, Dayrell, and Lord Kenyon.
309a	4 February, 1800	<i>Barton, Clerk, & Anot. v. Webb</i>	King's Bench	8 T.R. 459	Bond		Demurrer Book, 9 pages. Front page – “Bond conditioned to account for all sums of money defendant should receive. Plea that defendant had truly accounted. Replevin good that the defendant had received diverse sums of money amounting in the whole to the sum of 100L from diverse persons & had not accounted for them.” Lawrence – Brief marginal notes. Notes written on the back of the declaration on Wood, for the defendant, and Routh, for the plaintiff. On the back of the second page of the declaration is a research note referring to Lord Mansfield in Jones v. Williams, Doug. 263.

Catalogue of Dampier Manuscripts: Lawrence Paper Books

MS #	Date	Case	Court	Reported	Type 1	Type 2	Notes
310	11 February, 1800	<i>Blake v. Foster</i>	King's Bench	8 T.R. 487	Real Property	Lease	Copy Paper Book, 6 pages. Front page – “Husband & wife make a lease of lands in which the wife had an equitable estate for life, the legal estate being vested in trustees to pay her the rents for life – after the death of the wife the lessee is estopped to say that the lease determined by her death as no interest in the legal estate passed by the lease. The trust not being within 1.R.2.c.1 enabling vesting interest to dispose of the estate limited to his use. In pleading a life estate may be alleged in a pleading without showing the commencement of it.” Lawrence – Brief marginal notes on the declaration. Research notes written across the back of the first page of the declaration on other cases and statutes. Notes dated Feb. 4, 1800 on Abbot, for the plaintiff, Jarvis, for the defendant, J. Grose, and J. LeBlanc written across the back of the declaration. Also, notes dated Feb. 11 – “When Grose J. was going to give judgment – Abbot moved for leave to withdraw his demurrer to the 4th plea...” Enclosed within the main paper book is a small piece of paper with research notes.
311	28 January, 1800	<i>Pollard v. Bell</i> SS Vol. 128: 290	King's Bench	8 T.R. 434	Insurance	Neutrality	Special Case, 14 pages. Regarding an insurance policy on the goods onboard the ship Juliana, “a warranted Dane.” Front page – “A warranty of neutrality is not falsified by a sentence of a court of admiralty condemning a ship contrary to the ordinances of a belligerent power to which the neutral power has not agreed by treaty.” Lawrence – Marginal notes on the declaration. Interior notes dated Nov. 19, 1799 on Park, for the plaintiff, and Carr, for the defendant. Park refers to Lord Mansfield in <i>Barzillai v. Lewis</i> – “Then L.M. did only mean that if a shipper went into a foreign country he was bound by its ordinances...” Interior notes dated Jan. 28, 1800 on Gibbs, for the plaintiff, Rous, for the defendant, Lord Kenyon, J. Grose, and J. LeBlanc. Gibbs refers to Lord Mansfield in <i>Walter v. Mayne</i> – “L.M. observed all turned on the treaties between Spain & Portugal.” Also, brief interior research notes. Enclosed within the paper book are 2 pages of research notes, including references to Lord Mansfield in <i>Barzillai v. Lewis</i> . Reporter – Lord Kenyon – “I concur with Lord Mansfield in opinion, that it is not competent to one nation to add to the law of nations by its own arbitrary ordinances, without the concurrence of other nations.” (8 T.R. at 437). J. Lawrence refers to Lord Mansfield in <i>Barzillai v. Lewis</i> . (8 T.R. at 441, 442).
312	6 February, 1800	<i>Griffiths v. Davis</i>	King's Bench	8 T.R. 466	Trespass	Pleadings	Abstract of Pleadings & Copy of Postea, 4 pages, Court order for plaintiff to show cause why the master should not tax the defendant the postea upon this cause. Front page – “Trespass – Justification & issues – new assignment & judgment by default on the new assignment – Venire to try the issues & assess damages. Issues found for defendant. He is entitled to the costs of the issues.” Lawrence – Interior research notes on <i>Gundry v. Sturt</i> , 1 T.R. 636, and <i>Day v. Hanks</i> , 3 T.R. 654. Brief interior notes on Abbot and Lord Kenyon.
313	1800	<i>Rex v. Inhabs. of Edgefield</i>	King's Bench	Unreported	Settlement		Paper Book of Orders, 2 pages. Front page – “Certificate granted to one formerly settled in the parish of A by the parish officers of the parish not knowing that he had acquired a settlement in B is conclusive against A.” “L. Kenyon – would not permit the point to be argued - & told Best who was to support the rule that the sessions should not be pressed to make such cause when the point had been settled by the whole current of authorities.” Lawrence – Brief marginal note to other cases.

Catalogue of Dampier Manuscripts: Lawrence Paper Books

MS #	Date	Case	Court	Reported	Type 1	Type 2	Notes
314	7 February, 1800	<i>Perchard v. Heywood</i>	King's Bench	8 T.R. 468	Statute	Taxes	Special Case, 2 pages. Front page – “7.G.3.c.37. in favor of the owners of the land embanked from the Thames for building Black Friars bridge exempting them from all taxes & assessments whatsoever, does not exempt from the house & window duty imposed by 38.G.3.c.40...Judgment for defendant.” Lawrence – Extensive marginal note on the cases Williams v. Prichard & Edington v. Berman, 4 T.R. 3, 4. Notes written across the back of the declaration on the statutes, 38.G.3.c.40, 38.G.3.c.16, and 38.G.3.c.81.s.7. Also, notes on Wood, for the defendant, East, for the plaintiff, Lord Kenyon, and J. Grose.
315	8 February, 1800	<i>Rex v. Inhabs. of Woburn</i>	King's Bench	8 T.R. 479	Settlement		Paper Book of Orders, 1 page. Front page – “A father imparts to his son a settlement, the son living with him as part of his family & being under age – though at the home he was a drummer in a regiment of militia.” Lawrence – Interior notes on Wilson, Scott, Bond, Lord Kenyon, J. Lawrence, and J. Grose. Interior note to Rex v. Inhabs. of Stanwix.
316	8 February, 1800	<i>Rex v. Inhabs. of St. Peter of Mancroft</i>	King's Bench	8 T.R. 477	Contract	Settlement	Paper Book of Orders, 2 pages. Front page – “Where a servant is under the contract of the master the whole year, the service may be dispensed with, & a settlement gained but no settlement can be gained where the service is put an end to from the whole years wages being paid.” Lawrence – Brief interior notes on Alderson, Lord Kenyon, and other settlement cases.
317	12 February, 1800	<i>Doe d. Small v. Allen</i>	King's Bench	8 T.R. 497	Will		Copy of Special Verdict, 6 pages. Front page – Same head note as in reporter. “Introductory clause in a will is not alone sufficient to pass a fee. A gross sum charged on lands will give a fee in case of a devise. But not a charge for payment of debt & legacies contingently, if the personal estate be insufficient. Hereditament, is not a word which in a devise carries a fee without words of limitation.” Lawrence – Interior notes dated Jan. 31, 1800 on Benyon, for the plaintiff, Manley, for the defendant, Lord Kenyon, J. Grose, and J. Le Blanc. J. Grose refers to Lord Mansfield in Frogmorton v. Holyday, 3 Burr. 1618. Manley refers to Lord Mansfield in Hogan v. Jackson, Cooper 299. Lord Kenyon refers to Lord Mansfield in Right v. Sidebotham (8 T.R. at 502). Interior note dated Feb. 12 on Lord Kenyon. Enclosed within the main paper book is a 5-page note on Dem. d. Meller v. Moor, in error in the Exchequer Chamber. This note was taken by Mr. Moor. (See 8 T.R. at 499, 500). Reporter – Manley refers to Lord Mansfield in Frogmorton v. Holyday and Denn v. Gaskin.
317a	3 May, 1800	<i>Rex v. Harrison & Co.</i>	King's Bench	8 T.R. 508	Criminal Procedure		Paper Book of Conviction, 3 pages. Front page – “Conviction of Mathew Harrison & Co. – bad – the names of all the offenders should have been stated, & it is not good as to Mathew Harrison. Quashed.” Lawrence – Notes on the back of declaration of various statutes regulating the manufacture of tobacco. Marginal note - “Harrison & Co appear by their agent Bonnor.”
318	6 May, 1800	<i>Jackson v. Charnock</i>	King's Bench	8 T.R. 509	Carriage by sea	Charter party	Special Case, 2 page declaration and 12 page copy of the articles of the agreement in the charter-party. Front page – “If a ship be chartered & the owner covenants to keep the ship in repair during the voyage and that the parties who hire the ship shall at all times during the voyage have liberty to send their surveyor on board to examine the state of the ship & that the owner shall supply what may be found amiss – if the ship in consequence of a storm is obliged to go into port to repair, this expense can't be thrown on those who have hired the ship as general average.” “The clauses in the charterparty on which the defendant relies are the 2d, 5th, 6th, 10th, 18th, 19th, 22d.” “Larson v. Copeland – 2 Brown 157.” Lawrence – Notes written on the back of the declaration on Reynolds, for the plaintiff, Rous, for the defendant, Lord Kenyon, J. Grose, and J. Le Blanc. Also, notes on the case generally with reference to various cases and note to see Park. 125. Reporter – Reynolds refers to Lord Mansfield in Hotham v. The East India Co., Dougl. 278. (8 T.R. at 512).

Catalogue of Dampier Manuscripts: Lawrence Paper Books

MS #	Date	Case	Court	Reported	Type 1	Type 2	Notes
319	16 May, 1800	<i>Banfill v. Leigh</i>	King's Bench	8 T.R. 571	Debt		Demurrer Book on Behalf of Defendant Jeffray, 7 pages. Front page – “In an action on an award made between one as assignee of the debt of another and a debtor of the assignor, it is not necessary to make a profert of the deed by which the debts were assigned. In such case if the assignee is made attorney of the assignor, the latter to enable him to recover the debt assigned, he need not in the reference act in the name of the assignor. Debts due subsequent to the assignment shall not be intended to have been taken into the consideration of the reference, unless it be so averred.” Lawrence – Marginal notes on the declaration. Notes on Wigley, for the defendant Leigh, Giles, for the defendant Jeffray, and Lord Kenyon are written across the back of the declaration. Also, notes on the case generally with reference to cases and statutes.
320	9 May, 1800	<i>Alpass v. Watkins</i>	King's Bench	8 T.R. 516	Contract	Marriage	Special Case, 2 pages. Action for deposit money for an estate conveyed in consideration of marriage. Lawrence – Notes on Holroyd, for the plaintiff, and Lord Kenyon on the back of the declaration. Within main paper book is a small page of research notes.
321	27 June, 1800	<i>Shivers v. Brooks</i>	King's Bench	8 T.R. 628	Procedure	Writ of latitat	Paper Book, 6 pages. Front page – “A writ of latitat on a recognizance of bail may be sued out the same day. The writ of capias ad satisfaciendum is returnable, & it shall be intended the case was returned before the latitat was sued out.” Lawrence – Marginal notes on the declaration. Brief research notes on Stewart v. Smith, 2 Ltd. Raym 1567, and Johnson v. Smith, 2 Burr. 950 on back of declaration. Brief notes on Yates, for the defendant, and Lord Kenyon written across the back of the declaration. Enclosed within the main paper book is a 1-page document titled “Addenda to Copy Paper Book,” in which the defendant asks for leave to refer the Court to a copy of the pleadings from when this cause was already heard in the last Easter Term.
321a	13 May, 1800	<i>Ellis v. Turner</i>	King's Bench	8 T.R. 531	Carriers		Special Case, 2 pages, attached to the declaration is the hand-bill listing carriers asserting limited liability for loss. Written on the back of this is a handwritten note, “This must be understood to respect losses during the carriage & voyage the subject of the contract & not if the goods are carried out of the course of the voyage.” Front page – “A carrier who has made a special acceptance of goods exempting himself from any loss which shall not arise from want of care & ordinary diligence, & then not to pay more than 10 percent, is liable to the full amount of a loss happening after the vessel has passed the place to which the goods are consigned, if the master neglects to leave them at such place.” Lawrence – Marginal note, “How did the plaintiff know this?” written next to the following sentence in the declaration – “That the said vessel had before the voyage in question taken in goods at Hull for Stockwith & Gainsbro, and had sometimes delivered the goods for Stockwith at that place without carrying the same forward to Gainsboro, and delivered the same at Stockwith, in returning from Gainsbro.” Research notes on the back of the declaration with a note to see Nixon v. Broomham, A. 295. Also, brief notes on Balguy and Lord Kenyon on the back of the declaration.
322	9 May, 1800	<i>Haworth v. Spraggs</i>	King's Bench	8 T.R. 515	Pleadings		Demurrer Book, 3 pages. Front page – “Plea of misnomer – beginning thus “And he against whom the plaintiff has exhibited his bill by the name of John Spraggs comes & says that his name is James without stating his surname – is bad.” Lawrence – Brief notes on Manley, for the plaintiff, and Reader, for the defendant, on the back of the declaration. Also, brief research notes.

Catalogue of Dampier Manuscripts: Lawrence Paper Books

MS #	Date	Case	Court	Reported	Type 1	Type 2	Notes
323	13 May, 1800	<i>Nunn v. Wilsmore</i>	King's Bench	8 T.R. 521	Fraud	Statute of limitations	Copy Special Case, 4 pages. Fraud, statute of limitations. Front page – “A man having ill treated his wife, to put an end to their differences & to prevent his continuing to ill treat her & to make some provision for her to live separate & apart from him, in consideration of 200L paid to him by a trustee on her behalf, assigned to him & another all his [word?] debts in trust to reimburse the trustee the 200, then to pay such debts as he had given an amount of c as the trustees should think proper – and to apply the residue to the sole & separate use of the said wife – this not fraudulent within 13.Eliz. c.5. as a voluntary conveyance. Qy if a debt be owing to a bankrupt above 6 years – but the assignment be within 6 years, the statute of limitations be a bar to the claim of the assignees.” Lawrence – Some marginal notes on the declaration. Brief research notes on the back of the declaration, including a note to see <i>Edwards v. Harben</i> 2 T.R. 587. Notes on <i>Marryatt</i> , for the plaintiff, <i>Lawes</i> , for the defendant, <i>Lord Kenyon</i> , <i>J. Grose</i> , and <i>J. Le Blanc</i> on the back of the declaration and extending onto the front of the 4th page of the declaration.
324	14 May, 1800	<i>Rex v. Jukes</i>	King's Bench	8 T.R. 536	Statute	Fraud	Paper Book of Conviction & Order of Sessions Confirming the Same, 2 pages. Conviction under a statute to falsely represent buttons for sale as gelt. Lawrence – Interior notes dated May 14, 1800 on <i>Perkins</i> , for the defendant, <i>Burton Morice</i> , for the prosecution, <i>Lord Kenyon</i> , and <i>J. Grose</i> .
324	17 May, 1800	<i>Rex v. Jukes</i>	King's Bench	8 T.R. 542	Statute	Fraud	Paper Book of Conviction & Order of Sessions Confirming the Same, 3 pages. Front page – “v: another paper book with the same number, for the [word?] contained in this.” Lawrence – Interior notes dated May 17, 1800 on <i>Lord Kenyon</i> and <i>Morice</i> . “Conviction Quashed.”
325	16 May, 1800	<i>Bird v. Appleton</i> <i>SS Vol. 128: 203</i>	King's Bench	8 T.R. 562	Prize		Special Verdict on 3d Trial, 10 pages. Front page – “Warranty of a ship being American is not negated by a condemnation in a French Court for not having a roll d’equipage required by French ordinances. Nor will a policy be void made on a cargo purchased with the produce of another cargo carried to the port of loading contrary to the art of navigation...Judgment for plaintiff on policy on the goods for the defendant on the ship.” Lawrence – Marginal notes on the declaration. Notes written across the back of the declaration on the case generally, and <i>Law</i> , for the plaintiff, <i>Adam</i> , for the defendant, <i>Lord Kenyon</i> , <i>J. Grose</i> , and <i>J. Le Blanc</i> .
326	20 May, 1800	<i>Doe d. Ryall v. Bell</i>	King's Bench	8 T.R. 579	Will		Special Case, 4 pages, including quotes from <i>Williams Reed’s</i> will. Front page – “A devise of lands ‘to which the devisor became entitled at the death of his father,’ does not comprehend lands his father had conveyed to him in his life time, but of which he had never delivered the possession to him, having during his life received the rents of property exclusively of the devisor. Judgment for plaintiff.” Lawrence – Notes on <i>Burrough</i> , for the plaintiff, <i>Dampier</i> , for the defendant, <i>Lord Kenyon</i> , and <i>J. Grose</i> on the back of the declaration.
327	1800	<i>Lord Howe v. Shakespear</i>	King's Bench	Unreported	Contract		Copy Demurrer Book, 35 pages, including the articles of the agreement between <i>Howe</i> and <i>Shakespear</i> and a chart providing information about the weight and yarns in different ropes. Front page – “A covenant to deliver such quantities of rope as the covenantees shall appoint not exceeding 150 tons a month is broken if the covenantor be required in the course of three months to deliver cordage not exceeding that quantity per month, & he does not do it. The time of delivery of a commodity being ascertained by deed, can’t be extended by license not under seal.” Lawrence – Some marginal notes on the declaration. Research notes on other cases and notes on <i>Giles</i> , for the defendant, <i>Wood</i> , for the plaintiff, <i>Lord Kenyon</i> , <i>J. Grose</i> , <i>J. Lawrence</i> , and <i>J. Le Blanc</i> on the back of the declaration.

Catalogue of Dampier Manuscripts: Lawrence Paper Books

MS #	Date	Case	Court	Reported	Type 1	Type 2	Notes
328	5 May, 1800	<i>Potts v. Bell</i> SS Vol. 128: xxxiii, n. 19	King's Bench	8 T.R. 548	Trade	Confiscation	Paper Book, 9 pages, including a recitation of the Bill of Exchange. Front page – “It is illegal for a subject in time of war to bring in a neutral ship goods from an enemy port without the King’s license, although it may not appear they were purchased of an enemy – and such goods are if taken subject to confiscation in the Prize Court, & the insurer can’t recover for their loss.” Lawrence – Brief marginal notes. Interior notes dated Nov. 12, 1799 on Gibbs, for the plaintiff, Wigley, for the defendant, and Lord Kenyon. Wigley refers to Lord Mansfield – “Dalmedy v. Motteux cited that L.M. says he knows but of two cases where at common law is held illegal but it does not extend to neutrals.” Gibbs refers to Lord Mansfield – “L.M. says it is cause of confiscation to trade with an enemy if taken in the act.” Also, interior notes dated Feb. 7, 1800 on John Nicholls, King’s advocate. Also, research note to see Bell v. Gilson (1 Bos. & Pull. 345). Enclosed within the main paper book is a page of notes that appears to also be on the arguments on Feb. 7, 1800. These notes are on Swabey, for the defendant, and Lord Kenyon. There is also a note dated May 5th that the counsel in Nesbitt v. Whitmore apprised the Court that their arguments would depend upon the determination of this case. Reporter – Gibbs and Wigley both refer to Lord Mansfield in Gist v. Mason (8 T.R. at 550, 551, 553). Also, Sir John Nicholl refers to Lord Mansfield (as solicitor general) in Henkle v. The London Exchange Assurance Co. (8 T.R. at 556).
329	24 May, 1800	<i>Marshall v. Rutton</i> SS Vol. 128: 216	King's Bench	8 T.R. 545	Feme Covert		Copy Paper Book, 7 pages. Front page – “Feme covert living separate from her husband is not liable to be sued as a feme sole, although the separation was by the consent of her husband, & a separate maintenance was secured to her by deed.” Lawrence – Very brief marginal notes. Interior notes dated May 1798 on Wathen, for the plaintiff, Gaselee, for the defendant, C.J. Eyre, and J. Buller. Interior notes dated May 10, 1800 on Law, for the plaintiff, Lord Eldon, and Lord Kenyon. Also, research notes and questions about the case. Note to see 1 H.B. 347.
330	1800	<i>Rex v. Brothers & Innes</i>	King's Bench	Unreported	Murder	Special Verdict	Copy of Special Verdict, 7 pages. Front page – “A special verdict on indictment for murder against two persons finding that one fired & the other ordered him to fire at the deceased is not sufficient, unless it finds that the person giving the order was present when the gun was fired. A special verdict finding an offence committed at a distance of 6 leagues from Beachy Head, without saying that it was on the high seas, is not a sufficient finding that the act was done within the jurisdiction of the admiralty. If an indictment charges AB of [word?] with giving a mortal wound & special verdict finds that AB, a soldier of the Caithness Legion gave the mortal wound, without saying that he was the said AB in the indictment mentioned, such verdict is insufficient. Q2 How far the killing a prisoner of war, who has with others attempted by force to take possession of a ship in which he was confined can be justified, after the attempt has been defeated.” Lawrence – Notes on the back of the declaration dated February 8, 1800 on Dampier, for the Crown, Best, contra, Lord Kenyon, J. Heath, J. Le Blanc, J. Thomas, & Chamber Barons(?). There is a line at the beginning of these notes saying something about all of the judges except J. Buller. (Maybe that he wasn’t present?).
331	1800	<i>Challenger v. Sheppard</i>	Chancery	8 TR 597	Trust		Cover: “If land be devised to trustees in fee in trust for others, without any circumstance to show that the beneficial interest of the cestui que trusts shall be a less interest than the fee, they will take a beneficial interest commensurate with the legal estate in the trustees without the words of limitation.” 1st page copied, to catch Lawrence’s note about why they took the case & how the court rationalized it.
332	27 June, 1800	<i>Wilkes v. Williams</i>	King's Bench	8 TR 631	Pleadings		Pleading, question of validity of a plea in abatement. MS = demurrer book—nothing new here

Catalogue of Dampier Manuscripts: Lawrence Paper Books

MS #	Date	Case	Court	Reported	Type 1	Type 2	Notes
333	18 June, 1800	<i>R. v. Smith</i>	King's Bench	8 TR 588	Conviction		Conviction for selling bread within 24 hours of baking – upheld despite claim that the magistrate ruled wrongly on the evidence. Nothing new in MS. Kenyon opines on how much deference the court would give to magistrates.
334	20 June, 1800	<i>Bolt v Stennett</i>	King's Bench	8 TR 606	Public use		Public have a right to use a crane on a public wharf & need not add “from time immemorial”. Interesting comments by Kenyon on when a wharf or a street becomes public. Caption headnote: “The City of London has a right to use any crane erected on any public wharf, & therewith to land aliens goods imported into the Port of London. Public wharfs are in the nature of highways & the public has a right to use them. In pleading it is sufficient to state a wharf to be a public, open & lawful wharf without stating it to have been so from time immemorial.”
335	20 June, 1800	<i>Barrett v. Duke of Bedford</i>	King's Bench	8 TR 602	Assumpsit	Special case	Assumpsit. Special case. Nothing new.
336	25 June, 1800	<i>R. v. Inhab Rudgeley</i>	King's Bench	8 TR 620	Settlement		PB of Orders. Settlement case, nothing new in MS.
337	28 June, 1800	<i>R. v. Powell</i>	King's Bench	8 TR 639	Demurrer		PB Demurrer. Nothing new in MS
338	28 June, 1800	<i>R. v. Richards & others</i>	King's Bench	8 TR 634	Special verdict	Statute	Responsibility for repair of a road. Paper book of special verdict. Includes printed copy of 1790 statute for draining & dividing specified land; also a huge map showing the road across the land. Nothing worth copying.
338a	June 27, 1800	<i>Davison & another v. Gill</i>	King's Bench	1 East 64	Special case		The PB is dated 27 June 1800, copy of special case, for argument 27 June. Was argued again in December, as shown in printed report. Latter is full – nothing new in MS.
338b		<i>Bloxam v. Mosley & others</i>	King's Bench	Unreported	Special case	Tenancy for life	Q whether executors of a lessor under a power being tenant for life, can distrain for rent arrear in his lifetime. Boring.
339	June 17, 1800	<i>Smith v. Young</i>	King's Bench	Unreported	Foreign law	Statute	Demurrer book. Set for argument 17 June 1800, but at top of caption, sd to be Mich. 41 G.3. Interesting case about whether a certificate of discharge pursuant to an insolvency act in Maryland operates to any effect in England. Copied.
339a	Nov. 8, 1799	<i>R v. Rusby</i>	King's Bench	Peake Add. Cas. 189	Regrating	Trade	“Whether Regrating be an offence at the common law.” Package includes the printed version of the trial, 8 Nov 1799, before Kenyon and a SJ, Guildhall, for Regrating corn in the Corn Exchange, Mark Lane. This is cited in Doug Hay’s article in Past and Present on Kenyon and Mr. Waddington. Also attached is a Lawrence note of statutes and authorities dealing with regrating, including references to the “antient” common law. Also: extract from the record against Michael Sardovich for regraing silk temp Ed. 3; abstract of Information against S.F. Waddington, Easter term 40 G.3; etc. (I don’t enumerate all documents & copy none of them because Doug Hay in his Waddington article in Past & Present summarized all of the parts of LPB 339a. Incidental note in passing: Kenyon in the testimony in Rusby was repeatedly careful to caution witnesses that they need say nothing that might incriminate them.)
340	12 November, 1800	<i>R v. Inhab Bilton with Harrowgate</i>	King's Bench	1 East 13			Nothing new in MS.

Catalogue of Dampier Manuscripts: Lawrence Paper Books

MS #	Date	Case	Court	Reported	Type 1	Type 2	Notes
351	3 February, 1801	<i>Birkley v. Presgrave</i>	King's Bench	1 East 220	Remedy	Law and equity	See Kenyon's opinion—good illustration of instincts similar to Ld Mansfield's (when the subject is commercial and not one of Kenyon's pet moral topics): Kenyon says that where there's a wrong there's a remedy—here the only question is the remedy, and even though action in equity would be available, that's no reason not to allow action at law. Pbm of multiplicity of lawsuits then dismissed, with reasons. In the MS, here is Kenyon's op: "Courts of equity may be ancillary to courts of law, but they do not supersede the authority of courts of law." (this in response to arg by Hullock) then as to necessity arg by hullock, Kenyon: "It may be prudent to consult the crew, but where it is found absolutely necessary, consultation can't be necessary. How the money ought to be paid -- & the law raises the promise." And the caption on folded PB: "Assumpsit will lie at the suit of the owner of a ship against the owner of the cargo for general average. A cable cut to be used to secure a ship by fastening her to a pier from driving on a sand [bank] & money paid for extraordinary assistance wanted by reason of a storm from articles of general average, but not a damage done to ropes usually employed for the purpose of fastening & securing a ship, or for the expence of ordinary & common assistance."
356	6 February, 1801	<i>Goodtitle d. Sweet v. Herring & others</i>	King's Bench	1 East 264	Real property	Estate tail	Kenyon cites Perrin v. Blake for the principle that a positive rule of law is not to be shaken by carrying an obvious intent into effect (see 8 TR at 272). At the end of Lawrence's MS on this case is this: "Lens, Serjeant, afterwards told me that he did not imagine any writ of error would be brought, that the judgment of the court was agreeable to an opinion he had himself given, that the recovery had been suffered on the opinion of the late Mr. Duane, who thought it an estate tail in Margaret Davie." [Lens argued the case for the plaintiff, arguing for an estate tail in Margaret Davie.]
358		<i>Doe ex dim Leeds & others v. Oakley</i>	King's Bench	Unreported	At Will Employment		Copied [employment at will – K gave trustees discretion to dismiss; P argued that this meant dismiss for some good cause. Kenyon said he never saw so groundless a case.]
366	9 February, 1801	<i>R. v. Suddis</i>	King's Bench	1 East 306	Habeas Corpus	Statute	Printed report is extensive; MS adds nothing. But the case is interesting – habeas, with the claim that the return of h.c. ought to show that D was imprisoned in accordance with the statutory authority—the judges said no. Kenyon's opinion (all opinions in fact) are worth relating to the Boumediene case, etc.
367	Jan. 27, 1801	<i>Amorie v. Rondeau</i>	King's Bench	Unreported	Statute	Pleadings	For argument 27 Jan 1801. Folded caption: "To the plea of alien enemy, it is not a good replication to state that the defendant had the King's licence to pay the money under the 34 G.3.c.9." -- Interesting case involving sale of barley by Dutch plaintiff while England and Holland were at war – copies of several of the relevant statutes are in the packet. Also an American-style brief: "Points to be urged on the 2 nd argument" filed by William Hoskin, 11 Hart St, Crutched-friars, the solicitor. Were there unlimited time, would copy the documents as a useful case study, but not done.
370	28 April, 1801	<i>Solomons v. Lyon</i>	King's Bench	1 East 369	Pleadings		Nothing new in MS, but case is good example of irritation by the court with sham pleading. See bottom of 1 East 372.
371		<i>Gloucester & Berleley Canal Co. v. Brooke & another</i>	King's Bench	Unreported	Statute	Commerce	Q of entitlement to sue the executors of a deceased proprietor for calls due to the Co. Allowed. Copies of the printed statutes on the canal co. enclosed. Nothing copied.
372		<i>Rice v. Banks</i>	King's Bench	Unreported	Contract	Taxes	Curious "contract" case about agreement of the defendant to have the Master tax costs, & the judge's order = suff. Csn. For an assumpsit to pay what shall be due on such taxation. Folded caption and first page of the declaration copied.
377		<i>Sutton v. Bewicke</i>	King's Bench	Unreported	Prize	Comity	Interesting prize case in which the KB held that the French court determination is binding even tho the several grounds stated in the opinion do not support the conclusion. Copied.
412	22 June, 1801	<i>Price v. Bell</i>	King's Bench	1 East 663	Prize	Comity	Full opinion in East, but Lawrence did not anticipate that Kenyon would rule as he did, so Lawrence prepared an elaborate written opinion, which he did not deliver. Copied.

Catalogue of Dampier Manuscripts: Lawrence Paper Books

MS #	Date	Case	Court	Reported	Type 1	Type 2	Notes
412c		<i>Brandstrom v. Robinson</i>	King's Bench	Unreported	Insurance		Apparently settled ("Ult. Concilium"), but copied nvl. Interesting case about insurance policy on a ship traveling from Hull to Lisbon that was detained because of Swedish embargo – effect.
413	11 November, 1801	<i>R v. Higgins</i>	King's Bench	2 East 5	Crime	Theft	Elaborate opinion in print. MS adds nothing. Case is whether it was a common law crime misdemeanor to solicit a servant to cheat his master, tho no theft occurred. Lawrence refers, inter alia, to M's op in R v Scofield, and Kenyon to M's op in R v Vaughan.
416	13 November, 1801	<i>Watson v Foxon</i>	King's Bench	2 East 36	Will		Also a full printed report -- & opinions of Kenyon and Lawrence are pretty fully written out in MS, as if done beforehand. Certainly that was true of Lawrence's, which are on small separate note paper. Also includes in East footnotes a long KB opinion in Doe c. Burden v. Burville, 1783, with full Mansfield op.
438	9 July, 1801	<i>Chaters v. Bell & others</i>	King's Bench	Unreported	Foreign BOE		Question if protest on a foreign BOE must be in writing at the time of making it. At the end: "Grose, J: I suspect all done [usual] therefore this case must be corrected from Lord K notes or a new trial. Stands over." Copied.
442	18 May, 1802	<i>Lord Rodney & others v Chambers</i>	King's Bench	2 East 283	Statute	Procedure	Fully reported, but interesting note (a) at 287 in which the judges complain about the paper books' not having the points to be argued noted in the margin – the revival by rule of court Hilary 38 G.3 of an old rule that had gone into disuse. (And some of the PB's before this started the "points in the margin" practice, but it then is gone again, and doesn't reappear until ____.)
451	31 May, 1802	<i>Nantes v. Thompson</i>	King's Bench	2 East 385	Contract		Fully reported, but interesting revelation in the PB: Lawrence drafted the opinion, and the reported version (delivered by Grose) tracks the edited draft exactly. Some of the crossed out language in the draft is noteworthy – e.g. "and considering how loose an instrument a policy of insurance is, if such arguments were to obtain, it would be very difficult to recover in great variety of cases according to any grammatical & proper construction of the written contract . . .". Lawrence's draft copied.
461	29 June, 1802	<i>Oddy v. Bovill</i>	King's Bench	2 East 473	Prize	Comity	Nothing new in MS – interesting case involving q. similar to that in Pollard & Barzillai (see "MS Case Notes Revisited" at 36-38
464	25 June, 1802	<i>Williamson v. Allison</i>	King's Bench	2 East 446	Warranty	Appeal	Fully reported. Lawrence's note inside the PB: "This came before the court on a motion for a new trial, the plaintiff having obtained a verdict at Guildhall at the sittings after Hilary Term 1802 before Lawrence, Justice. [Why was Lawrence conducting jury trials instead of Ellenboro?] The plaintiff did not prove the defendant knew the claret was bad, the judge being of opinion the averment was not necessary to be proved." Very interesting material in the printed version, to be USED with the warranty section of the Contracts chapter. The caption is: "In an action on the case in tort for a breach of warranty of goods, the <i>scienter</i> need not be charged, nor if charged need it be proved." The judges discuss precedents, e.g. <i>Steuart v. Wilkins</i> , <i>Chandler v. Lopus</i> . Lawrence says, inter alia: "the form of declaring in assumpsit in these cases is not of very ancient date, though Mr. Justice Buller, and before him Mr. Justice Ashhurst, had often drawn declarations in that way in the course of their practice as pleaders. The case of <i>Steuart v. Wilkins</i> was the first wherein the question was regularly discussed, and that mode of declaring established, but even since that time I have myself drawn a hundred declarations on the same subject in tort. There are many precedents on the books, where a warranty is stated. . . . And these are not drawn as laying the gravamen on the deceit, as in the case alluded to of <i>Dowding v. Mortimer</i> , but on the warranty broken. Therefore considering what has been the common practice of pleading, till of late years, I think it very probable that in the case before Lord <i>Raymond</i> , the declaration was in tort, and if so, it would be directly on point." Will copy the PB (it's not long – does say that the claret was warranted to be fit and proper to be exported, but it turned out to be unmerchantable. D simply denied and put himself on the country. Exactly how the D was said to have warranted the claret is not indicated.

Catalogue of Dampier Manuscripts: Lawrence Paper Books

MS #	Date	Case	Court	Reported	Type 1	Type 2	Notes
467	3 July, 1802	<i>Barclay v. Cousins</i>	King's Bench	2 East 544	Insurance		Fully reported except for arguments of counsel. Noted here because of the subject – insuring the profits to be expected on a trading voyage to Africa. Facts include acquisition and sale of 30 slaves. Held: Profits are an insurable interest. Interesting to consider, against the contract rules on recovering lost profits. As Lawrence himself says in this case, a maritime venture such as the one before him was invariably filled with risk – perils of the sea, etc. And if those risks could be insured against, why not also the profits? [But aren't there two kinds of risks here – one that the voyage would fail because of capture or foul weather or rats or whatever, so that no profits were ever possible; the other that market forces would be such at the end of a long voyage that the profits would have been erased. Surely Lawrence was not saying that the latter type of risk was insured against?? See in this connection the Henricksen case in n. (a) p. 549—where a jury verdict for the plaintiffs apparently covered “imaginary profits” that were to be realized had the goods reached the intended market as planned. The goods did reach market, but not as planned. Who got the money from the sale -- the plaintiffs or the underwriters who carried the goods on to market? If the plaintiffs got the profit, did they cover the underwriters' expenses? Did they get double recovery, i.e., unjust enrichment? Lawrence addresses the question of the certainty or uncertainty of the profits at 550-51 (versus a wagering contract)—apparently “pretty certain” (Mansfield's expression in <i>Grant v. Parkinson</i>) was good enough.] This case merits attention, so I have copied it. See e.g. Giles for D: Insurance is all about indemnity and indemnity is against loss of something owned, and how can profits be such? Etc.
473	7 July, 1802	<i>Johnston v. Sheddon</i>	King's Bench	2 East 581	Insurance		Fat packet of multiple documents – case deals with how to measure the market in a falling market for a loss to goods covered by an insurance policy. See printed report. Lawrence struggled mightily with this case – many jottings and calculations and affidavits, even a personal letter from another to Ellenborough, plus a printed pamphlet. Also an opinion by Lawrence that he first wrote and intended to deliver, after which he changed his mind and wrote a different opinion. Would make an interesting case study, probably with useful comparison to the UCC. Copied the whole thing.
474	2 July, 1802	<i>Waterhouse v. King</i>	King's Bench	2 East 507	Statute	Prize	Interesting prize case. Small note of a Mansfield case clipped to it (<i>McKenzie v. Merytor</i> (?), 25 G.3) copied. Plus the form of the Commission to the Lords of the Admiralty lent to Lawrence by Mr. Dealtry (a Clerk in Court). Otherwise nothing in MS that's not in printed report.
491	25 January, 1803	<i>Warren v. Windle</i>	King's Bench	3 East 205	Statute		Just for fun: The date on the Declaration is: “Monday next after fifteen days of Saint Martin in the 43 rd year of King Geo. The 3 rd .” Also there is a separate paper, “An account of the different statutes relative to the coal trade.” Copied.
494	1 February, 1803	<i>Beatson v. Schank & others</i>	King's Bench		Procedure		Nothing in mss of note. See, however 3 East, n. (a) p. 242, East's note about the M case of Wilkinson v. commissioners of the navy . Nothing in my M volumes on this case about a new trial having been granted and a second trial conducted. M's trial notes are from Mar. 5, 1785, which I take to be Hilary thus the first trial. Here, East describes the notes he took of that trial. Note East's comment about what the Trinity House brethren thought, contrary to what the jury found.
502	11 February, 1803	<i>Outram v. Morewood & Wife</i>	King's Bench	3 East 233	Collateral estoppel	Res judicata	Nothing new in the mss, but note that here is a long opinion dealing with collateral estoppel and (tho not named such) res judicata .
506	9 July, 1801	<i>Chaters v. Bell</i>	King's Bench	4 Esp. 46			Same case as #438 (copied). This PB copied as well. Foreign BOE. To be turned into special verdict to find custom of merchants
518	10 May, 1803	<i>Camfield v. Gilbert</i>	King's Bench	3 East 516	Effects	Statute	Nothing new in ms. Case is all about the word “ effects ” & is noted just for that reason. Think there is a Kenyon case dealing with the same word, tho this case was resolved without any reference to precedents.

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525		<i>Turbett v. Lowe</i>	King's Bench	Unreported	Arbitration		Q of enforcement of arb award. Lawrence thought Ellenboro got it wrong in what he did & made a note of it, but E was unmoved. (And E was surely wrong). Caption and Lawrence notes on case copied.
537	27 June, 1803	<i>Robertson v. French</i>	King's Bench	4 East 130	Insurance		Fully reported, with lengthy Ellenboro opinion, all about how to interpret insurance policies – with preference to the parts that are specific as to the voyage insured, versus the printed form. Lawrence's notes of E's opinion are neat and seemingly complete, but much shorter than the opinion in East. The policy is in the PB (copied). Also in the PB are instructions to the Supercargo and the Captain, and of the Contract in question. These, too, were copied. Assorted Lawrence notes are also in PB (not copied).
543	14 November, 1803	<i>Lord Nelson v. Tucker</i>	King's Bench	4 East 238	Prize		High-level prize case, fully reported by East. Nothing extra.
544	14 November, 1803	<i>Lord Keith v. Pringle</i>	King's Bench	4 East 262	Prize		High-level prize case, fully reported by East. In the PB, there are a number of additional documents, e.g. what appears to be a draft of a Lawrence op (none is included in East's report), not copied, plus a series of Prize Proclamations, running from Q. Anne to 1803. These were copied.
557	28 November, 1803	<i>Kellner v. LeMesurier</i>	King's Bench	4 East 396	Insurance	Implied condition	See Brandon v. Curling
558	28 November, 1803	<i>Gamba v. Le Mesurier</i>	King's Bench	4 East 407	Insurance	Implied condition	See Brandon v. Curling
559	28 November, 1803	<i>Brandon v. Curling</i>	King's Bench	4 East 410	Insurance	Implied condition	Interesting declaration by the court of an implied condition on all marine insurance contracts – see especially the Brandon opinion, at 417. Folded captions for the three cases copied (only that). Also of interest is Ellenboro's discussion (at 409) of ransom bills . Compare to LPB 412
567	8 February, 1804	<i>Beale v. Thompson</i>	King's Bench	4 East 546	Writ of error		Fully reported.
568	1804	<i>Johnson v. Broderick</i>	King's Bench	4 East 566	Writ of error		Johnson was same issue as Beal v. Thompson, one paragraph op. Passing note that both cases came on writ of error from CB, and that CB was evenly divided. Same was true in the Lord Nelson case (above). Could be worth checking – the lack of unanimity on CB.
578	27 April, 1804	<i>Baring v. Royal Exchange Assurance</i>	King's Bench	5 East 99	Foreign courts		Fully reported, nothing new in ms. Noted because of the attempt by counsel for P to get the court to reconsider Bird v. Appleton , 8 TR 562, pertaining to whether action by French court of Admiralty binds the English courts.
591	9 May, 1804	<i>Bolton v. Gladstone</i>	King's Bench	5 East 155	Special case		Fairly blunt and summary opinion by Ellenborough, but Lawrence evidently had reservations, based, e.g., on Pollard v. Bell . The Special Case included in the PB, with Lawrence's notes, copied. See printed cases clipped to the special case.
595	6 June, 1804	<i>R. v. Stevens & Agnew</i>	King's Bench	5 East 244	Precedent		Lawrence took copious notes – nothing copied. Case noted here only to record the fact that counsel brought in M's opinion in Pugh v. Duke of Leeds. Looks like Lawrence did a (messy) draft opinion, but Ellenboro's long opinion in print doesn't track too closely.
597	7 June, 1804	<i>Gould v Gapper</i>	King's Bench	5 East 345	Ecclesiastical court		Prohibition will issue to ecclesiastical court if that court misconstrues an act of Parliament. Long printed report, with long op by Ellenboro, but Lawrence drafted it. The draft is in the PB. (not copied)
598	7 June, 1804	<i>Dowland v. Slade</i>	King's Bench	5 East 272			Also here, Lawrence's draft op is in the PB (not copied).
599	8 June, 1804	<i>Edgcombe v. Rodd</i>	King's Bench	5 East 294	Statute	Contract	Case involves the Toleration Act & actions of two magistrates (defendants). Curious contractual analysis. Nothing copied, but here is headnote on the caption: "It is not a good accord & satisfaction to an action for false imprisonment against two magistrates, that the plaintiff was by them with the assent of the prosecutor discharged out of prison, who agreed not to prosecute at the Sessions."

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MS #	Date	Case	Court	Reported	Type 1	Type 2	Notes
618	19 June, 1804	Lyon v. Mells	King's Bench	5 East 428	Common carrier	Implied warranty	Interesting common carrier by water case -- & Ellenboro affirming the implied warranty of fitness of the vessel, which was not excluded by a notice by the carrier of limitation of his liability. In the PB, there is a paper clipped on with a faint pencil paragraph by Lawrence -- very hard to read, but here is an attempt: "Query if the contract is not this: For ordinary hire I will furnish boats & the necessary means to carry goods, & having done that I will not be answerable for any risk or mischief except or unless Law for [sic], & tho it may be the Master's duty to attend to repairs, yet it is also the owner's, & to say they are not liable in this case would gto to the length of exempting them of the lighter had such immediately on their being put on board, & even from defects known to the owner, there is no consideration whatever for the contract unless the carrier is responsible to that extent. The owner of the goods may ...[gets very tough . Will try to copy this note in case I want to return to it. Lawrence in the margin says something about ordinary diligence].
619	19 June, 1804	Baring v. Christie	King's Bench	5 East 398, 545	Treaty	Pleadings	Interesting case involving an American ship & a treaty between America and France. Extensive declaration and plea (running nearly 40 pages in ms), with copious notes on the reverse side of many of the pages. Might make an interesting case study, but as printed report shows, the KB dodged most of the hard issues, deciding on a technical flaw in the declaration. No time to delve into the case. Lawrence's draft opinion is in the packet, which I copied -- Ellenboro presented it as the opinion of the court. Note the crossed out lines that talk about the ship being warranted American. See also Le Mesurier, LPB 658 and compare to <i>Bolton v. Gladstone</i> # 591.
620	13 November, 1804	Woolnoth v. Meadows	King's Bench	5 East 463	Slander		Slander case -- words used were to be understood by the court in the same sense as the rest of mankind would ordinarily understand them. Nothing new in the ms. But note Lawrence's interjection on p. 468 about the old slander cases. Also Lawrence's op relying on M's op in <i>Peake v. Oldham</i> , p. 472.
627	27 November, 1804	Nicholson v. Willan	King's Bench	5 East 507	Common carrier		Another common carrier case. Nothing new in ms.
628-633	28 November, 1804	Bingham v. Serle	King's Bench	5 East 534	Eminent domain		Interesting eminent domain case. Nothing new in ms.
634	28 January, 1805	Roe ex dim. Earl of Berkeley v. Archbishop of York	King's Bench	6 East 86	Lease		<i>Earl of Berkeley v. Archbishop of York</i> . 6 East 86. Long printed report, full & complete. PB is interesting, however. Includes not only a full draft of the opinion by Lawrence (adopted by the court and delivered by Ellenborough) but also letters to Lawrence from Ellenboro, Grose, and LeBlanc, all endorsing the opinion. Copied the caption and the letters.
648	4 February, 1804	R. v. Southerton	King's Bench	6 East 126	Indictment		Nothing new in ms. Interesting case about threatening to put in motion a prosecution in order to get money with which to stay a prosecution -- what is indictable at common law, and what is not -- attempts versus implementation.
651	7 May, 1805	Hodgson v. Glover	King's Bench	6 East 316	Insurance	Slavery	Insurance on a slave ship that foundered in the Bahamas, some, maybe many, slaves lost, suit to collect the lost profits on the slave cargo. Nothing new in ms. See printed report, and also for the references back to Barclay v. Cousins .
658	17 May, 1805	Le Mesurier v. Vaughan	King's Bench	6 East 382	Insurance		Nothing new in ms. Interesting case about insurance on "The American ship <i>President</i> " -- taken to mean the name of the ship, not a warranty that the ship was in fact American. Compare <i>Baring v. Christie</i> LPB 619.
668	27 May, 1805	R. v. Philipps	King's Bench	6 East 464	Dueling?		Attempt to provoke another into sending a challenge (a misdemeanor) is itself a misdemeanor. Nothing new in ms.
671	27 May, 1805	Doe d. Leech v. Michlem	King's Bench	6 East 486	Will		Nothing new in ms. Words can be supplied in a will to render a sentence complete and intelligible in support of the evident intent of the testator.
691	1 July, 1805	Salvin v. James	King's Bench	6 East 571	Insurance, Fire		Fully reported. In the PB is a copy of the Sun Fire Insurance policy. Copied, plus the folded caption. Bottom of 1st page of policy is missing.

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MS #	Date	Case	Court	Reported	Type 1	Type 2	Notes
696b		R. v. Blacklin	King's Bench	Unreported	12 Judges		A case sent by the Recorder from the Old Bailey for an opinion by the 12 judges. Copied (all except the indictment), so as to have a sample of the 12-judge process in ms. Question of forging stamps on playing cards (see Lawrence note at end).
705	1806	Trent v. Hanning	King's Bench	7 East 97	Will		Lawrence wrote dissent, and his draft is in the PB, with some parts crossed out (and omitted from the printed version). But o/w nothing noteworthy. Nothing copied.
706-722	11 February, 1806	Doe d. Everett v. Cook	King's Bench	7 East 269	Will		Another case where Ellenboro delivered the opinion of the court, but Lawrence wrote it – his draft is in the PB, which E. reads almost verbatim (as marked up by Lawrence).
706-722	11 February, 1806	Iggulden v. May	King's Bench	7 East 237	Lease		Another case where Ellenboro delivered the opinion of the court, but Lawrence wrote it – his draft is in the PB, which E. reads almost verbatim (as marked up by Lawrence).
729		Sutton v. Weely	King's Bench	7 East 442	Bankruptcy	Trader	Just a note that here, Lawrence wrote the draft, and the printed report shows it just after Ellenboro's name, w/o "delivered the opinion of the court."
732	13 June, 1806	Carr v. Jones	King's Bench	Unreported	Libel	Arbitration	Small matter, but too rich to pass up. Copied the whole thing. The alleged libel that is quoted involves what was said to have occurred between the plaintiff, an attorney and clerk in a local Liverpool court, and one Thomas Murrow during an arbitration proceeding. Bottom of page 2 and top of page 3 missing.
753		R. v. The Commander of the Hero	King's Bench	Unreported	Habeas Corpus		Habeas Corpus, raising the same issue as did Millichap (see MMSS p. 78). Copied.
779	21 April, 1807	Walpole v. Birch	King's Bench	Unreported	Will		Deals with the Rann v. Hughes problem – here, whether promises by a testator can be joined with promises by the executor, and the question of consideration. Copied. Not much in it.
790	9 June, 1807	Holmes v. Rainier	King's Bench	8 East 502	Prize		Fully reported. PB contains a copy of the King's Proclamation for taking Spanish prizes as of Nov 11, 1796. Not copied.
798	16 June, 1807	Goodright d. Fowler v Forrester	King's Bench	8 East 552	Tenancy		Fully reported. PB is fat, with many Lawrence notes. Also copies of letters by Lawrence & Ellenboro. The latter were copied.
799	9 June, 1807	Robinson v. Gray	King's Bench	9 East 1	Will		Fully reported. PB includes letters to Lawrence from Grose and Le Blanc. Letters copied.
835	28 June, 1808	Crook v. Robinson	CB	Unreported	Bankruptcy	Scottish law	Bankruptcy case. Copied because of the interesting testimony by Scots on the law of Scotland.
836	22 June, 1808	Perrin v. Lyon	CB	Unreported	Will	Devise condition	Devise conditioned on not marrying a Scotsman upheld. Copied.
839	24 November, 1808	Stoughton v. Leigh	CB	1 Taunt. 402	Dower	Tenements	Case out of chancery, fully reported. Dower due of mines wrought during coverture, whether by husband or by lessees for term of years. Opinion written out in ms by Lawrence is almost exactly that printed in Taunton. Extensive notes of counsel arg, but these are also given in full by Taunton. Enclosed is a letter from Thomas Stoughton to Lawrence dated at Bath, 16 Jan 1809, entreating the court to report to Chancery asap – "The peculiar hardships I suffer from continued delays in the process of this Suit for upwards of ten years, force me thus to trespass on your time." There is also a postscript: "Nov. 23d: L.C.J. Mansfield said on looking into Co. Litt. 32a, it did not appear that Lord Coke meant to enumerate all the things of which a woman is dowable, but by his comment on that part of Littleton's text which stated that the wife was entitled to a 3d part of her husband's lands by metes & bounds, to point out several inheritances of which there should be dower, tho they could not be sett out by metes & bounds, that the things of which she was dowable according to the text were lands & tenements, which reduced the case to the single point, whether a coal or other mine was a tenement."

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840	19 June, 1809	<i>Gladstone v. Gildart</i>	CB	2 Taunt. 97	Duties		Postscript: "Ld. C.J. M. On the whole it seems that only one duty is payable by a ship coming into the docks & going out, & tho the words "same voyage out & home" looks as if the ship's going out is to determine the voyage, yet upon the whole the meaning is, that the duty shall be paid once for coming in & going out. The framers of this Act of Queen Ann seem to think that all ships traded from Liverpool always to and from the same place, & did not vary their voyages. Duties according to that act might be paid either inwards or outwards. Now she could not be expected to pay duties payable on going outwards before she went out – therefore the duties must be understood to be duties on coming in. The provision for distraining for these duties by the 9 th location(? – "Loct w/ superscript n" I think) is general with respect to the said duties. That cant be for duties payable outwards, for they would be enforced by not granting the cocquet. It could not mean duties not payable till the ship should go out. 2d.G.3. sec. 6 speaks of duties payable upon ships coming in. Then the provisions of the Lighthouses make them payable but once. They are to be paid at Chester or Liverpool, as the ship shall land, load, and or deliver her cargo. & then provision that ships shall not be reported (?) till duties paid. Postea to Plaintiff." [this postscript photocopied]
841	31 January, 1809	<i>Howard v. Harris</i>	CB	Unreported	Landlord/Tenant		Unreported. Dealt with covenant & payment of rent due, whether a plea was good by alleging that D had been ready to pay but P never showed on the land to collect on the last day of the lease term. Held: Plea was bad because the money wasn't brought into court by D. But Lawrence raised a question, and CJ Mansfield responded – see his comments. Differentiates between a covenant and a condition; splits hairs on what had to be alleged in the plea.
844	4 February, 1809	<i>Kaye v. Waghorn</i>	CB	1 Taunt. 428	Indemnity bond		Very brief printed report; Lawrence's notes significantly more detailed, & they were copied. (Dealt with whether an indemnity bond could be an accord & satisfaction to a covenant before any breach occurs.)
846	1 March, 1809	<i>Henderson v. Hinde</i>	CB	1 Taunt. 250, n	Statute		Henderson v. Hinde, 1 Taunt. 250n (from a ms, per table of contents – shown in italics). Report give no specifics of the judges' opinions. Deals with a statute concerning sailing with convoy in specified cases. Copied.
849	25 April, 1809	<i>Williamson v. Clements</i>	CB	1 Taunt. 523	Contract	Consideration	Williamson v. Clements, 1 Taunt. 523. Q of consideration – any act with is a detriment is sufficient. Fully reported.
852	6 May, 1809	<i>Simmonds v. Swain</i>	CB	1 Taunt. 549	Enforcement		Fully reported. Q of enforcement of an award. Comments by Chambre on 554 useful – comparison of old cases with the new attitude toward enforcement, viz: "A great deal of nicety prevailed in the old cases respecting awards; but the rigour of that interpretation has for a long time been gradually relaxing; and the Courts are now come to a mode of considering them, more consonant to common sense."
856	6 June, 1809	<i>Emmerson v. Heelis</i>	CB	2 Taunt. 38	Statute of frauds		Interesting case on, among other things, whether growing crop of turnips was an interest in land requiring a writing under the statute of frauds (yes). (but see n. (a), p. 44 – later case re potatoes in the ground but at full maturity, not an interest in land). Also Q of whether auctioneer could satisfy the signature requirement. Report of case in Taunton is sufficient.
857	6 June, 1809	<i>Duckworth v. Tucker</i>	CB	2 Taunt. 7	Prize		857 & 858 are substantial prize cases
858	21 May, 1810	<i>Johnson v. Greaves</i>	CB	2 Taunt. 344	Prize		Nothing to add to printed reports from the mss.
859	19 June, 1809	<i>Gladstone v. Gildart</i>	CB	2 Taunt. 97	Statute	Writ of error	Case on the Liverpool Dock act – this case went to KB on writ of error, where CB was affirmed, June 26, 1810, per note on caption. Nothing copied from ms. Copy of several Liverpool Dock acts (a collection printed in 1804) is with the paper book.

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863	24 November, 1809	<i>Barnes v. Hedley</i>	CB	2 Taunt. 184	Usury		Usury case certified to C.B. by Chancery. The certificate at the end, p. 194, merely states that the judges were of opinion that Plaintiffs were entitled to the balance due of 11,672 pounds and change. But Lawrence had written out a certificate with full reasons given. Heath signed it but sent a letter to Lawrence saying that it might be best for precedent's sake not to state all the reasons. This was because Chambre appeared to be of a different opinion and probably would not sign if the reasons were spelled out. See Lawrence's separate note of this. The certificate (with reasons) and Heath's letter and Lawrence's explanatory note were copied.
866	Feb. 5, 1810	<i>Max v. Roberts</i>	CB	2 Bos. & Pul. N.R. 454 12 East 89	Contract	Carriage by sea	This case went thru many stages, as described in the report in East (Feb. 5, 1810). Ellenborough there explains that on the argument before the 12 judges, there were divergent views, which he does not summarize, instead reducing the case to the final disposition, that the declaration was deficient because it contained no allegation that defendant made a promise, express or implied. Nor was there a claim that the defendant undertook to carry the goods directly to Waterford. Lawrence's PB contains all the debate by the 12 judges, and although the notes are messy, they were copied for future deciphering. Here is the long note on the folded caption: "Query if an action be brought against several persons as joint owners of a ship for a breach of duty in deviating from the course of a voyage from A to B the plaintiff can recover against a part of the defendants. Query if actions against carriers for not safely carrying goods are actions ex delicto or ex contractu. ["Adjourned to Dec. 4 th at 7 o'clock" then written – the headnote surrounds it.] Not sufficient in a declaration against a carrier for not carrying goods safely to alledge that they were put on board his ship to be carried from A to B for a certain reasonable price to be paid by the plaintiffs without stating that the defendants accepted them to be so carried, or stating that they had notice thereof, from whence an undertaking or obligation to carry them might be inferred. Query if in such declaration if the plaintiff relies on the undertaking he ought not expressly to alledge an undertaking." Declaration itself not copied, as it is fully described by East. One bit I happened to notice: A.G. Gibbs in argument says: "Case most strongly urged is <i>Boson v. Sandford</i> in many different books. It is not said to be an action of assumpsit or tort but quasi ex contractu, of which I have no idea, looking at the records of the court, for there every contract is stated as an express contract. In <i>Boson v. sandford</i> there is but one omission to make it a declaration in assumpsit, namely the not connecting the promise with the
872		<i>Baines v. Dagley</i>	CB	Unreported	Pleadings	Trespass	Nothing copied, but here is the caption headnote: To an action of trespass it is a good plea of accord & satisfaction that another action having been brought for the same cause, the defendant signed an apology for committing the trespasses and paid 5 guineas for the costs of that action."
873	28 May, 1810	<i>Robson v. Bennett</i>	CB	2 Taunt. 388	Custom		Fully reported. Noted because of similarity to the <i>Medcalf/Appleton</i> issue. Note LCJ Mansfield's comments top 391 about carrying a stopwatch. Check <i>The Times</i> to see if this case was reported when it was tried in London after Michaelmas '09. Probably was a special jury of merchants. Was a special verdict, which included a finding about custom of merchants (bankers). Mansfield in his opinion cites Appleton.
878	11 July, 1810	<i>Doe d. Chichester v. Oxenden</i>	CB	3 Taunt. 147	Parol Evidence		Nothing new in ms – case noted just as an interesting parol evidence issue & LCJ Mansfield's cautious approach. Q of latent ambiguity.
887	Feb. 1811 Printed Report: 12 November, 1811	<i>Lynch v. Dunsford</i>	CB	14 East 494	Insurance		Nothing in ms of value – interesting case involving Q of whether concealment of info that an insured ship is in distress voids the policy when it turns out that the information was false. Held in C.B. (4 Feb. 1811 per Lawrence's PB – this stage of the litigation unreported) yes. Affirmed in King's Bench, 14 East 494.

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MS #	Date	Case	Court	Reported	Type 1	Type 2	Notes
892b		<i>Minet v. Forrester</i>	CB	Unreported	Bankruptcy		Headnote: "The assignees of a bankrupt underwriter are enabled to recover against his broker all premiums received by him for the bankrupt, & he can't retain the amount of sums to be returned for short interest, or for sailing with convoy, no adjustment having been made before the bankruptcy." Arguments of counsel are noted and LCJ Mansfield opinion given, but not copied – ruling seems straightforward & uncomplicated.
895	22 June, 1811	<i>Mure v. Kaye</i>	CB	5 Taunt. 34	False imprisonment		Nothing copied – full printed report. Interesting false imprisonment case about probable cause needed to justify a citizen's arrest.