

Catalogue of Dampier Manuscripts in Lincoln's Inn (cont): Buller PB 1--509

[Work in Progress]

MS #	Date	Case	Court	Reported	Type 1	Type 2	Notes
245	1 July 1783	<i>French assignees of Cox v. Fenn</i>	King's Bench	99 E.R. 642; (1783) 3 Doug. K.B. 257; [1783] 7 WLUK 1	Bankruptcy	Mutual credit and debit	Buller, Justice.—The argument for the defendant goes on the supposition that there is no distinction between mutual debts and mutual credits; but the statute, and all the cases in equity, show that there is such a distinction. Special case. Scribbled notes.
246	27 June 1783	<i>R. v. Parker</i>	King's Bench	99 E.R. 634; (1783) 3 Doug. K.B. 242; [1783] 6 WLUK 11	Evidence	Identity	That A. pointed out defendant as offender when identity of person is in question is not evidence. Not under oath. The rejected evidence was inadmissible. Mr Baron Eyre's report for Buller J.
247	2 July 1783	<i>R. v. Inhabitants of Parish of Andover</i>	King's Bench	--	Justices, borough, town and parish	order	Order by justices of borough or town and parish good. Paper book of orders. Southampton.
248	24 June 1783	<i>Poreau & ors. v. Hartley</i>	King's Bench	--	Ransom Bill	Alien	Prisoners from the war with France. French privateer called <i>The Fly</i> . Ship the <i>Nelly</i> taken as a prize. Ransom agreed. Whether alien enemy a good plea to an action on Ransom Bill after Peace declared. Ld Mansfield no case that says he cannot. To stand over till case in court on effect of peace decided. Copy Paper book.
249	25 June 1783	<i>R. v. Edward Pryse Lloyd</i>	King's Bench	--	Certiorari	Judicial act	Certiorari will not lie to remove order of sessions to prosecute offender [...] because not a judicial act. Carmarthenshire. Copy of order.
250	28 June 1783, 10 February 1785	<i>Sainsbury v. London Assurance</i>	King's Bench	99 E.R. 636; (1783) 3 Doug. K.B. 244; [1783] 6 WLUK 12	Riot Act, Gordon Riots	Property insured	An insurance office having paid the assured the amount of the loss sustained by him in consequence of a demolishing by rioters, sued the hundredors under the Stat. 1 Geo. 1, st. 2, c. 5, s. 6, in their own names. Held by Lord Mansfield and Buller, J. (Willes and Ashurst, J.J., dissentient.), that the office was not entitled to recover. As the court was equally divided, in order to expedite the bringing of a writ of error, there was judgment for the

Catalogue of Dampier Manuscripts in Lincoln's Inn (cont): Buller PB 1--509

[Work in Progress]

MS #	Date	Case	Court	Reported	Type 1	Type 2	Notes
							defendant. On Friday, 11 February, 1785, this judgment was unanimously affirmed in the Court of Exchequer Chamber. Copy of demurrer book.
251	1 July 1783	<i>Robson v. Hyde</i>	King's Bench	--	Poor law	Private chapels	Private chapels in which pews are let out, are rateable to the poor.
252	2 July 1783	<i>Atkins v. Davis</i>	King's Bench	--	Poor law	Waterworks.	Whether shares in a waterworks rateable to the poor. Special cases. Scribbled notes. Supplement to case. Clause charging waterworks with land tax inserted into every land tax Act since the Revolution.
253	1 July 1783	<i>Phillips v. Berryman</i>	King's Bench	99 E.R. 658; (1783) 3 Doug. K.B. 286; [1783] 7 WLUK 7	Distress, Statute of Marlbridge (Marlborough)	Replevin	A recovery in replevin is a bar to an action for an excessive distress. Ld Mansfield The plaintiff has already recovered his goods, and damages for the taking and detaining of them. Buller J: The Statute of Marlbridge meant to give a remedy where there was none before, and on this ground the plea is good, for it shows that the plaintiff has already had his remedy... A recovery in one personal action is a bar to all other personal actions upon the same subject. Copy of Issue and demurrer book. Scribbled notes.
254	2 July 1783	<i>R. v. Peter Waldo</i>	King's Bench	--	Poor law, Charity school	Education of Poor children	A house applied solely to the purpose of charity in educating poor children under the care of a person paid by the owner, he not residing in the house, is not rateable to the Poor. Paper book of orders. Surrey.
255	25 June 1783	<i>R. v. Upton Gray</i>	King's Bench	--	bastardy	Examination of mother	On an order of bastardy the mother need not be examined in the presence of the reputed father. See also <i>R. v The Inhabitants of Upton Gray</i> 109 E.R. 649; (1830) 10 B. & C. 807; [1830] 5 WLUK 43
255.a.	2 July 1783	<i>R. v. Grendon Underwood</i>	King's Bench	--	Poor law	Hiring, settlement	Hiring for a year and absence for three first days with leave, then different hiring for remainder of year and service for that time gains a settlement. Paper book.
256	1 July 1783	<i>Bush v. Leake</i>	King's Bench	99 E.R. 641; (1783) 3 Doug. K.B. 255; [1783] 7	Debt on a bond	Conditions, pleadings	Debtor repaid debt but creditor claimed conditions in bond not complied with. Pleadings. Buller J: The cases are either where the defence consists of several distinct facts, making one point; or where it consists of several distinct

Catalogue of Dampier Manuscripts in Lincoln's Inn (cont): Buller PB 1--509

[Work in Progress]

MS #	Date	Case	Court	Reported	Type 1	Type 2	Notes
				WLUK 2			points. In the first the replication denying one of the facts must conclude to the Court. In the other class of cases, where the defence consists of distinct points, as here, where the defendant is bound to do distinct acts, he must plead each of those acts separately,
257	3 July 1783	<i>Porchester (Lord) v. Petrie</i>	King's Bench	99 E.R. 644; (1783) 3 Doug. K.B. 261; [1783] 7 WLUK 6	Bribery, audita querela	penalty	This was a writ of audita querela, and the writ set out first the record in the action of Petrie v. Lord Porchester. The declaration in that cause stated, that on the second of September, 20 Geo. 3, a writ issued for an election at Cricklade; that on the fifth of September the sheriff issued his precept, and on the eleventh the election was had, when Benfield, Macpherson, and Petrie were candidates; and that Macpherson was the friend of Lord Porchester. Then followed one hundred counts for bribery by Lord Porchester, or his agent Bristow, of fifty different persons, all laid on the eleventh of September. Ld Mansfield: whatever may have been the intention of Lord Porchester, he has not done that which he undertook to do—he has not brought another offender to punishment. It is upon the performance of that act, and not upon the intention of the party, that the Legislature has made the indemnity depend. We are therefore of opinion that there must be Judgment for the defendant
258	4 July 1783	<i>Tanner v. Williams</i>	King's Bench	--	Attachment	London	What plea of attachment in London sufficient or mot.
258.a.	12 November 1783	<i>R. v. Endon, Langston and Hanley</i>	King's Bench	--	Poor law, settlement	Land tax	If in the assessment of Land Tax it is undifferentiated as to whether the landlord or tenant is rated, the tenant will gain a settlement.
258.b.	14 November 1783	<i>Heshuysen v. Woodbridge</i>	King's Bench	--	Debt, promise to pay	Bankruptcy	A promise to pay an acceptance when due is not bound by a bankruptcy happening prior to the time of the acceptance becoming due. Special verdict. See also <i>Alsop v Price</i> 99 E.R. 104; (1779) 1 Doug. K.B. 160; [1779] 5 WLUK 2. Scribbled notes.

Catalogue of Dampier Manuscripts in Lincoln's Inn (cont): Buller PB 1--509

[Work in Progress]

MS #	Date	Case	Court	Reported	Type 1	Type 2	Notes
259	22 November 1783	<i>R. v. Bembridge</i>	King's Bench	99 E.R. 679; (1783) 22 St. Tr. 1; (1783) 3 Doug. K.B. 327; [1783] 11 WLUK 27	Misconduct in public office	Indictable offence.	A public officer is indictable for misbehaviour in his office. The information stated that Henry Fox, afterwards Lord Holland, was appointed receiver and paymaster-general of the forces, in 1757 and as such received and paid many sums of money. It then stated the succession of paymasters from Lord Holland and charged, "that the place and employment of accountant in the said office and place of receiver and paymaster-general ... was a place and employment of great public trust and confidence, touching the making up the accounts of the receiver and paymaster-general, and the adjusting and settling the same with the auditor of the imprest." Bembridge became accountant but the accounts were not drawn up or settled for 6 years. Ld Mansfield: where there is a breach of trust, fraud, or imposition, in a matter concerning the public, though as between individuals it would only be actionable, yet as between the King and the subject it is indictable.
260	5 July 1783	<i>R. v. Chew Magna Overseers</i>	King's Bench	--	Poor law, settlement	Occupier and tenant.	Rate on occupier is rate on tenant. Paper book of orders. See also <i>R. v. Inhabitants of Chew Magna</i> 109 E.R. 627; (1830) 10 B. & C. 747; [1830] 5 WLUK 26.
261	8 November 1783	<i>Turtle v. [Lady] Worsley</i>	King's Bench	99 E.R. 659; (1783) 3 Doug. K.B. 290; [1783] 11 WLUK 2	Adultery	Husband and wife (Baron and femme)	Wife living in adultery apart from husband. Contracted to buy necessaries. Husband not liable but was she? Did she have any income, alimony? Lord Mansfield.—This is a new case, and of very extensive consequence. All the cases where it has been held that the husband is not liable, proceed on the supposition that the wife is not entitled to alimony, because alimony may be more but cannot be less than necessaries. If the husband were liable for alimony, the creditor would certainly stand in the place of the wife. Let the case stand for further argument by civilians.
262	14 November	<i>Doe d. [Duke of] Norfolk v. Sanders</i>	King's Bench	99 E.R. 666; (1783) 3	Copyhold, custom	Entail, widow,	Lord Mansfield.—It is now settled, no matter how, that copyholds may be entailed. The question here is merely

Catalogue of Dampier Manuscripts in Lincoln's Inn (cont): Buller PB 1--509

[Work in Progress]

MS #	Date	Case	Court	Reported	Type 1	Type 2	Notes
	1783			Doug. K.B. 303; [1783] 11 WLUK 12		freebench	on the custom. It has never happened that a tenant in tail of these copyholds has left a widow, and therefore there is no custom about it. But there was a custom before the Statute <i>de Donis</i> [1285] that the widows of tenants in fee should have free-bench. The statute does not take it away, and there are no grounds for the Court to say that tenants in tail are excepted out of the custom.
263	11 November 1783	<i>Salomons v. Staveley</i>	King's Bench	99 E.R. 663; (1783) 3 Doug. K.B. 298; [1783] 11 WLUK 5	Foreign bill of Exchange	Averment of protest, general demurrer	Report spells it "Stavely. Bill drawn in London on O'Donnell in India. Action on a foreign bill of exchange against the indorser. The declaration stated that the defendant "had refused to accept or pay the same, of all which premises the said defendant afterwards, and with all convenient speed, to wit, on, &c. had notice." To this declaration the defendant demurred generally. Held: the omission of the averment of protest is only matter of form, and cannot be taken advantage of under a general demurrer. Copy of demurrer book.
264	31 May 1783	<i>R. v. Eyles</i>	King's Bench	--	Poor law	Fleet prison, Warden, liable for Poor rate.	John Eyles was Warden of the Fleet Prison (debtors'). He was assessed as liable to pay the Poor rate for a quarter year of £13 6s 8d. He objected he did not occupy the whole jail, only rooms in it. Prisoners rented out rooms at a weekly rent, payable to Eyles, in the main building (presumably paid for by friends or relatives) apart from a part of it called the Tap which was leased by Eyles from year to year at an annual rent of £100 [perhaps as an ale house?] Held: The Warden received the rents from rooms let out. The whole jail was liable and had always paid. Further argument to be made. See 282. Fleet prison (debtor's). Copy of orders. See also <i>Smith v Eyles</i> 96 E.R. 572; (1775) 2 Wm. Bl. 970; [1775] 1 WLUK 55 and <i>West v Eyles</i> 96 E.R. 623; (1776) 2 Wm. Bl. 1059; [1776] 1 WLUK 45. Same name, same

Catalogue of Dampier Manuscripts in Lincoln's Inn (cont): Buller PB 1--509

[Work in Progress]

MS #	Date	Case	Court	Reported	Type 1	Type 2	Notes
							prison.
265	21 November 1783	<i>Ashton v. Bland</i>	King's Bench	--	Excise duty, Trader	Unauthori sed place	Trader in silk handkerchiefs. The handkerchiefs were knotted before dying to produce a design or pattern. The handkerchiefs were found in a private house in the hands of a knotter in a room not authorised for trading and were forfeited under Stat 10 Ann. c. 19. Lancaster assizes. Paper book, Special case.
266	21 November 1783	<i>Barclay v. Lucas</i>	King's Bench	99 E.R. 676; (1783) 3 Doug. K.B. 320; [1783] 11 WLUK 23	Partnership	Embezzle ment	The defendant entered into a bond to the plaintiffs, reciting that the plaintiffs at the recommendation of the obligor had agreed to take P. J. into their employ, as a clerk in their shop and counting-house, and the condition was, that if P. J. should faithfully account for, to the plaintiffs all such sums as he should receive in the service of the plaintiffs. The plaintiffs afterwards took R. B. as a partner into their business. Held that the defendant was liable for money embezzled by P. J. after the new partnership.
267	14 November 1783	<i>Denn d. Briddon v. Page and Bowler</i>	King's Bench	99 E.R. 661; (1783) 3 Doug. K.B. 294; [1783] 11 WLUK 9	Will, devise	Words of limitation	Paper book has "Denne" Devise to S. N. for life; remainder to trustees, &c.; remainder to the first and other sons of the body of S. N., and the heirs-male of their respective bodies; and for default of such issue, to all and every the daughters of S. N., begotten or to be begotten; and for default of such issue, to the right heirs of T. N. for ever. Held that the daughters of S. N. took life estates only. Brief to argue the point of law for the defendants. Lord Mansfield.—This is a question which does not admit of argument, nor of a case to be cited. The rules of law are clear. In the construction of deeds, a grant without words of limitation enures for life only; and when questions as to wills first came into Courts of Common Law, the Judges followed the rule as to deeds, and not the rule of the civil law as to bequests.

Catalogue of Dampier Manuscripts in Lincoln's Inn (cont): Buller PB 1--509

[Work in Progress]

MS #	Date	Case	Court	Reported	Type 1	Type 2	Notes
268	14 November 1783	<i>Stone v. Greenwell</i>	King's Bench	--	Part wall	Owner, rent.	Copy of special case. Who is the immediate owner of the improved rent to pay the expense of building new party wall? Party wall under Stat. 14 Geo. 3, c. 78. Landlord & tenant.
269	York Summer Assizes, 1783	<i>Alton v. Lawson</i>	King's Bench	--	Writ of Levari facias	Hundred court	Copy of a levari in a hundred court is good evidence if it is returned, but otherwise not. Mr Baron Eyre's report for Mr Justice Buller.
270	York Summer Assizes, 1783	<i>Bingley v. Mallison</i>	King's Bench	99 E.R. 718; (1784) 3 Doug. K.B. 402; [1784] 5 WLUK 14	New trial	Fresh notice	York. The point determined was, that, on a new trial, a fresh notice of trial is necessary. For want of such notice in this case, a second new trial was granted.. A note endorsed after an act of bankruptcy is a good petition. Mr Baron Eyre's report for Mr Justice Buller.
271	26 November 1783;1 January 1783	<i>R. v. Eccles</i>	King's Bench	168 E.R. 240; (1783) 1 Leach 274; [1783] 1 WLUK 12; 99 E.R. 684; (1783) 3 Doug. K.B. 337; [1783] 11 WLUK 31	Conspiracy	Trade	Conspiracy to impoverish a tailor by preventing him from plying his trade. Specific acts not stated. Ld Mansfield: the offence does not consist in doing the acts by which the mischief is effected, for they may be perfectly indifferent, but in conspiring with a view to effect the intended mischief by any means. Copy of Nisi Prius record of indictment removed into court by certiorari. Judgment for prosecution.
272	21 November 1783	<i>Keene d. Pinnock v. Dickson</i>	King's Bench	99 E.R. 671; (1783) 3 Doug. K.B. 312; [1783] 11 WLUK 22	Will	Devise,	Settlement by will. "for default of such issue male", Testator had son who died. Daughters were testator's heirs. Ld Mansfield, BullerJ, further remainders contingent, testator had son, so contingency had not occurred. Further remainders therefore void. Daughters took as heirs in fee simple. Special verdict.

Catalogue of Dampier Manuscripts in Lincoln's Inn (cont): Buller PB 1--509

[Work in Progress]

MS #	Date	Case	Court	Reported	Type 1	Type 2	Notes
273	26 November 1783	<i>Chadwick v. Smith</i>	King's Bench	--	Dissenting meeting house	Election of minister	In a trust deed it was provided that if the election of a minister was not entered into a book, it was to be void, but this was directory only. Examination of book. Leek Meeting House (Staffordshire), Presbyterian. Notice of meeting, affixed to meeting house door. Rev. Robert Smith elected. Some members listed by making their mark, others by name. "Major part" of the trustees and annual subscribers to salary of the minister. Notes of election. New trial granted. Court held that only those who had subscribed to salary of minister were entitled to vote.
274	--	<i>Rogers v. Brooke</i>	King's Bench	--	Church pew	disturbance	What evidence sufficient in action for disturbance in a pew in a church. New trial refused.
275	19 November 1783	<i>Doe d. Davie v. Haddon</i>	King's Bench	--	University, New trial, domestic forum	Corruption , evidence of	University. Evidence that constables acted a such good proof that they were so. Where there is a domestic forum a court of law will not enter into the merits but evidence of corruption in electors may be gone into. Evidence statements.
276	19 November 1783	<i>Heathman v. Brookes</i>	King's Bench	--	Agreement, lease	Public house	Agreement on the back of a lease not to keep a public house shall be restrained not to keep a public house on the premises.
277	26 November 1783	<i>R. v. Edisore</i>	King's Bench	--	Poor Law	Settlement	Oxfordshire. Wife had settlement in Devonshire, husband did not, but because they were married, he had the benefit of his wife's settlement in Devonshire.
278	26 November 1783	<i>Spring d. Titcher v. Biles</i>	King's Bench	--	Copyhold	Surrender	Action on the Case. Copyhold. (surrender and regrant) Will to such uses as surrender shall appoint, pass by the will if testator was then seized of the copyhold. Later surrender of copyhold. Quære what did testator buy after the will but before the surrender? Family Tree diagram. Where a power is given to and among relations, it is well executed by giving to one only. Judgment for plaintiff as to all but the copyhold purchased after making the will, as to that, judgment for defendant. .

Catalogue of Dampier Manuscripts in Lincoln's Inn (cont): Buller PB 1--509

[Work in Progress]

MS #	Date	Case	Court	Reported	Type 1	Type 2	Notes
279	15 November 1783	<i>Robson v. Robinson</i>	King's Bench	99 E.R. 668; (1783) 3 Doug. K.B. 306; [1783] 11 WLUK 13	Fishery	Weir	Quære, whether a weir which does not destroy the fry of fish, nor impede navigation, and has existed from time immemorial, is illegal within the statute, 2 Hen. 6, c. 15 (Ruffhead) [St Realm, c. 19, salmon fishery]. New trial ordered. Interpretation of statute. Ld Mansfield, Buller J.
280	22 November 1783	<i>R. v. Little Bolton</i>	King's Bench	--	River	Nets	When nets may be kept across a river notwithstanding Stat. 2 Hen. 6, c. 15.
280.a.	7 February 1784	<i>R. v. St. Stephen's, Exeter</i>	King's Bench	--	Poor Law	Parish, right to appeal.	A parish may appeal under an act which gives power to person or persons to appeal. If a number of parishes are combined (as a corporation) for the maintenance of the poor, then if one is overrated, it may be relieved without amending the rate of the other parishes.
281	5 July 1783, 7 February 1784	<i>R. v. St. Andrews, Holborn</i>	King's Bench	--	Poor Law	Settlement	A Person hired In an Extra-parliamentary place (Furnivall's Inn, London) lives with his master 4 Months In Bath then returns to the extra-parliamentary place and finishes his service there. He gains a settlement in Bath. Paper Book of Restated Orders. London. Copy of Orders, cases to be amended to state when Furnivall's Inn became a place to which overseers to be appointed. On Restate, Ld Mansfield: Furnivall's Inn is not a vill, so can't get settlement there.
282	7 February 1784	<i>R. v. Eyles</i>	King's Bench	--	Poor Law	Fleet prison, lodgings	See 264. John Eyles, the Warden of the Fleet (prison) is rateable to the Poor for the prison. London. Paper book of restated orders. Ld Mansfield (paraphrase) The warden lets out lodgings in the Fleet (see Dickens, <i>Little Dorrit</i> , which describes the Marshalsea) and so makes a profit and is therefore rateable.

Catalogue of Dampier Manuscripts in Lincoln's Inn (cont): Buller PB 1--509

[Work in Progress]

MS #	Date	Case	Court	Reported	Type 1	Type 2	Notes
283	3 February 1784	<i>Bryson v. Wylie</i>	King's Bench	--	Trader	Bankruptc y	Stock in trade sold by a trader to person from whom he bought it, but trader remained in possession under a yearly rent and became bankrupt. Held the goods are within Stat. 21 Jac. 1 c. 19. Special Case. Ld Mansfield (paraphrase) Lease-back is a pretence. It was an attempt to exempt the goods from the trader's bankruptcy. The purported mortgage does not preserve the goods from the bankruptcy.
284	21 November 1783, argued. Judgment 31 January 1784.	<i>Hall v. Gurney</i>	King's Bench	99 E.R. 694; (1784) 3 Doug. K.B. 356; [1784] 1 WLUK 59	Mortgage of ship,	Bankruptc y of mortgagor	The owner of the major part of a vessel then lying in port mortgaged it, and transferred the grand bill of sale to the mortgagees. The mortgagees did not take possession, but suffered the mortgagor and the other part owners to have the management, and act as the visible owners of the vessel. The mortgagor having become bankrupt, held that his share in the vessel passed to his assignees, under the statute 21 Jac. 1, c. 19. Mortgage void.
284.a.	4 February 1784	<i>Goodtitle d. Bailey v. Benn</i>	King's Bench	--	will	Conditiona l gift	Testator provided that after the death of himself and his wife, property to go to the son of his son for life and for want of heirs of such son of his son, to testator's right heirs, "my son excepted, who shall take the remainder". Copy of special case for opinion of court. Judgment for plaintiff. Judgment in King's Bench by Ld Mansfield, Willes and Ashhurst JJ, Buller doubting. Judgment reversed in House of Lords.

Catalogue of Dampier Manuscripts in Lincoln's Inn (cont): Buller PB 1--509

[Work in Progress]

MS #	Date	Case	Court	Reported	Type 1	Type 2	Notes
285	6 February 1784	<i>Philips v. Baillie</i>	King's Bench	99 E.R. 703; (1784) 3 Doug. K.B. 374; [1784] 2 WLUK 10	Marine insurance	Term, convoy	A insured ship insured at Lloyds. Term: to sail in first convoy. B shipped goods on board and insured them warranting them to be sent in convoy. Peace declared. A sent ship without convoy and without notice to B. Ship lost by accident. Insurer refused to pay. Special case. Held: not liable. Ld Mansfield: Convoys are not merely a protection against enemies, but may be necessary in time of peace. Action of assumpsit tried at Guildhall, at the sittings after Michaelmas term, before Buller, J. King's Bench, Heywood and Wood counsel. Scribbled notes: Ld Mansfield judgment. Orders from Admiralty to Captain Hunter of HM Sloop Marquis de Seignally to form convoy to St Lucia. According to the law report, on 8th March, 1783, a copy an order was sent, by the Lords of the Admiralty, to John Young, Esq., commanding His Majesty's sloop the "Speedy," at Spithead to form convoy.
286	11 February 1784	<i>R. v. Scofield</i>	King's Bench	--	Felony	Set fire to house.	Copy of indictment. Attempt to set fire to house. Fine of £3000 plus imprisonment in Newgate for a year, then sureties for good behaviour. Extensive Scribbled notes of cases cited or considered.
287	6 February 1784	<i>Isquierdo v. Forbes</i>	King's Bench	--	Privateer, Letter of marque	Vice Admiralty Court of Minorca	Letter of marque (ship). Case, judgment of nonsuit. Declaration and counts. HM Vice Admiralty Court of Minorca. Judgment obtained in Vice Admiralty court, presided over by James Sutherland by plaintiff against defendant in a sum of money. Promise under seal by defendant to pay amount to plaintiff. Held that Vice Admiralty court did not have jurisdiction to hear case on a marine contract under seal and damages for defamation. Ld Mansfield. Scribbled notes.
288	6 February 1784	<i>Davison v. Middleton</i>	King's Bench	--	Charterparty	Victualling Office	Plea that commissioners of Victualling Office mulcted plaintiff for neglect as to powers in a charterparty. Plaintiff cant reply that he was not guilty of neglect. Demurrer book.

Catalogue of Dampier Manuscripts in Lincoln's Inn (cont): Buller PB 1--509

[Work in Progress]

MS #	Date	Case	Court	Reported	Type 1	Type 2	Notes
289	27 January 1784	<i>Cox v. Liotard</i>	King's Bench	--	Bankruptcy	Policies of insurance	All policies of insurance whether for life or goods are within 19 Geo. 2 c. 32 (bankrupts, 1745) and tho' the event has not happened and are barred by a certificate under a commission of bankruptcy. Pleadings. Scribbled notes.
290	26 November 1783	<i>Prout v. James</i>	King's Bench	--	Wreck	Saving	What is a good justification under 26 Geo. 2 c. 19 (Stealing shipwrecked goods, 1753) for an assault in saving a wreck and how plaintiff may reply. Pleadings.
291	6 February 1784	<i>Pistol d. Randal v. Ricardson</i>	King's Bench	99 E.R. 696; (1784) 3 Doug. K.B. 361; [1784] 2 WLUK 9	Will	Devise of lands	Testator devised "lands" which legally implied real property only. Leaseholds were personal property and would go with other personal property. Court at common law could not speculate as to testator's intention. Ld Mansfield. Here the testator has freehold, leasehold, and personal estate, and gives his lands one way, and his personal estate another. There is a great distinction between real and personal estate.
292	31 January 1784	<i>R. v. Green</i>	King's Bench	--	Fishery	Prosecutio n, consent of owner.	5 Geo. 3 c. 14. Fishery. Conviction for killing fish in fishery must state that it was brought with consent of owner of fishery. 31 January 1784 Ld Mansfield and Buller held conviction good. Willes J and Ashhurst J held it bad, so conviction stood.
292.a.	31 January 1784	<i>R. v. Nash</i>	King's Bench	--	Fishery	Evidence	Prosecution for interference with fishery. Not stated who owned fishery. no evidence after defendant appeared. Paper book of conviction. Note on cases on fishery.
293	27 January 1784	<i>Marlar v. Kenworthy</i>	King's Bench	--	Bankruptcy	Bar to action	Bankruptcy of one plaintiff is a good bar to action.
294	27 January 1784	<i>Stephenson v. Price</i>	King's Bench	99 E.R. 692; (1784) 3 Doug. K.B. 353	Charterparty	term	Charterparty provided that ship should unload cargo in port then load further cargo and unload it at the return port. Homeward cargo to be paid for on delivery. Ship did not arrive. Defendant pleaded that ship had been lost on return voyage. Demurrer. Held covenant broken. Judgment for plaintiff.
295	27 January	<i>Whitfield v. Hunt</i>	King's	--	Indebitatis	Copyhold,	Indebitatis assumpsit lies for copyhold fines. Demurrer

Catalogue of Dampier Manuscripts in Lincoln's Inn (cont): Buller PB 1--509

[Work in Progress]

MS #	Date	Case	Court	Reported	Type 1	Type 2	Notes
	1784		Bench		assumpsit	customary fine.	book. Hertfordshire. Reasonable sum customarily levied on copyholder by lord of the manor at his discretion. Note: <i>Devonshire v Craddock</i> CB Hil. Geo. 2: Indebitatis assumpsit lies for copyhold fines.
296	27 January 1784	<i>Davy v. Hollingsworth</i>	King's Bench	--	Debt, detinue		Copy Paper book. Action of debt and detinue against executor. Promises made during testator's lifetime. Judgment for defendant.
297	27 January 1784	<i>Carson v. Watt</i>	King's Bench	--	Prize law	apprentice	Master is not entitled to prize money earned by apprentice, although he is to wages when the apprentice has run away. Special case. Lancashire. Scribbled notes. Ld Mansfield
298	27 January 1784	<i>Onslow v. Smith</i>	King's Bench	99 E.R. 690; (1784) 3 Doug. K.B. 348	Riot Act	Statutory action	An action may be maintained under 1 Geo. 1, st. 2, c. 5 (The Riot Act 1714, "An Act for preventing tumults and riotous assemblies, and for the more speedy and effectual punishing the rioters"), against hundredors, by the trustee in whom the property in a house of correction, belonging to the county, is vested, for the demolition of the house by rioters. Gordon Riots, 1780. Decision noted on Paper book: A county house of correction is a house within the Riot Act and a hundred are answerable if it is burnt down by rioters. Croydon summer assizes. Surrey. R. v. Donovan Blackstone 682. all the judges. Prison held to be a house within the Act.
299		<i>Salucci v. Woodmas</i>	King's Bench	--	Marine Insurance, privateer	Captured ship	See 361. Spanish ship captured by British privateer. Whether Spanish ship neutral. Translation of account of Proceedings in Spanish courts. Neatly written. Evidence that ship and cargo were considered as enemies property. Lee. Ld Mansfield.
300	4 February 1784	<i>Johnson v. Spiller</i>	King's Bench	--	Promissory note	Debenture	A borrowed £1800 of B and give his note and deposited a debenture for it. Before the debt became due, B deposited the debenture with another for a debt of his own. Afterwards A paid the note and then B became bankrupt. A was barred by B's certificate from recovering

Catalogue of Dampier Manuscripts in Lincoln's Inn (cont): Buller PB 1--509

[Work in Progress]

MS #	Date	Case	Court	Reported	Type 1	Type 2	Notes
							what he paid to redeem the debenture. Special case.
301	3 February 1784	<i>Hassells v. Simpson</i>	King's Bench	--	Bankruptcy	Mortgage	Mortgage of all a trader's goods and stock and personal estate is an act of bankruptcy, tho' not found to be done in contemplation of bankruptcy. Nares for plaintiff, Bower for defendant. Case for opinion of court.
302	28 January 1784	<i>R. v. Utley</i>	King's Bench	--	Game laws, game certificate.	Person of higher degree	Spelled "Uttley" in paper book. Paper book of conviction. Yorkshire. Conviction on the Game Laws. 24 Geo. 3. [sess 2 c.43] lords of manors to issue certificates to gamekeepers. Or heir apparent of esquire or other persons of higher degree. Conviction affirmed. Top right portion of paper book torn off.
303	31 January 1783	<i>Thompson v. Stockdale</i>	King's Bench	--	Pleading	abatement	Plea in abatement that promises were made by defendant jointly with others ought to begin with defending the wrong and injury. Copy of demurrer book.
304	3 May 1784	<i>Clements v. Paske</i>	Court of Chancery , King's Bench	99 E.R. 709; (1784) 3 Doug. K.B. 384	Estate tail	Words of limitation	From the Court of Chancery. Question for the opinion of the court. Devise to the first and eldest son of the body of J. C. lawfully issuing or issued, and for default of such issue then likewise to the second, third, and every other son of J. C. successively, and in remainder the one after the other as they shall be in seniority of age and priority of birth, and the several and respective heirs male of the body and bodies of such second, third, or other son or sons, &c Lord Mansfield.—There is no limitation after the devise to the first son, but there is after the devises to the second, third, and other sons. Interpreted to mean he meant to leave to first son and heirs of his body. Held that the eldest son of J. C. took an estate tail. Ld Mansfield adopts equitable approach in court of law? Numerous scribbled notes, "Reasons for estate tail". Notes of cases.
305	1784	<i>Edwards d. Perry v. Baker</i>	King's Bench	--	Will	Devise	Will. Devise of a reversion to 2 daughters at age 21 but if either die under that age or leave the inheritance then to the survivor Heath J.'s report.

Catalogue of Dampier Manuscripts in Lincoln's Inn (cont): Buller PB 1--509

[Work in Progress]

MS #	Date	Case	Court	Reported	Type 1	Type 2	Notes
306	1784	<i>R. v. Inhabitants of Aston Underhill</i>	King's Bench	--	Poor law	Settlement	Conveyance to daughter and son in law in consideration of marriage of land not worth £30 a year gains a settlement notwithstanding 9 Geo. 1. The statute 9 Geo. 1 extends only to purchases of land made for money and not to conveyances from one branch of a family to another for any other consideration. Copy of Orders.
307	1784	<i>R. v. Inhabitants of Alton</i>	King's Bench	--	Poor law	Settlement	A pauper was hired for a year and at the end of six months entered into a new agreement to work by the piece and served out the year. Held: gives a settlement. Copy of orders.
308	7 May 1784	<i>Bennett v. Johnson</i>	King's Bench	99 E.R. 710; (1784) 3 Doug. K.B. 387	Lien, law merchant	Dyer	Customer tendered money to pay for cloth dyed by dyer. Dyer demanded £17 owed to him on a previous transaction and refused to hand over the cloth until it was paid. Held: Dyer did not have a lien on goods dyed in the absence of a usage of the trade. His remedy was in debt. Nisi prius, Westminster. Special case. Scribbled notes. Ld Mansfield no general lien if no usage of the trade.
309	1784	<i>R. v. Wetherill and Stead</i>	King's Bench	--	Poor law	Overseers	Overseers indicted for keeping poor, old, lame in dirty conditions with broken windows. Court refused to quash the indictment. No need to state names of the poor. Overseers accountable. Leeds, Yorkshire. Scribbled notes.
310	7 May 1784	<i>Chinery v. Blackman</i>	King's Bench	99 E.R. 712; (1784) 3 Doug. K.B. 391	Mortgage	ship	[Declaration has "Chinnery" with two "n"s] Mortgagee of ship is not entitled to freight earned before he takes possession of ship. Declaration. Special case.
311	1784	<i>R. v. Lloyd</i>	King's Bench	--	Indictment	Averments	Unnecessary averments in an indictment need not be proved. Indictment that accused entered freehold premises with force and arms (<i>vi et armis</i>). Copy of indictment. Shrewsbury Assizes. Report. Scribbled notes.
312	19 May 1784	<i>R. v. Inhabitants of Edmonton</i>	King's Bench	--	Marriage under age	Illegitimacy of husband,	Marriage of underage child born out of wedlock with consent of father good within 26 Geo. 2 [c. 33] (Clandestine Marriages, 1753). Copy of orders. Scribbled notes.

Catalogue of Dampier Manuscripts in Lincoln's Inn (cont): Buller PB 1--509

[Work in Progress]

MS #	Date	Case	Court	Reported	Type 1	Type 2	Notes
313	19 May 1784	<i>R. v. Inhabitants of Seaton & Beer</i>	King's Bench	--	Poor law	Hiring	Where a hiring to give first a week shall give a hiring for a year. Copy of orders. Devonshire.
314	19 May 1784	<i>R. v. Saltren</i>	King's Bench	--	Apprentice	age	An apprentice may be bound under the age of 10 (8 in this case). Apprentice may be bound by owner of tithes even though he has neither house nor land. Copy of orders.
315	18 May 1784	<i>Edmunds v. Cox</i>	King's Bench	99 E.R. 720; (1784) 3 Doug. K.B. 406	Arbitration	Claim to sum of money by several people.	Where several jointly claim a sum of money, and the cause of action is referred, and one of the parties so jointly claiming dies, the arbitrator cannot award the sum to be paid to the survivors and the executors of the deceased. Lord Mansfield. - The award is made for the payment of a certain sum to surviving parties, and to the executors of a deceased party, which executors are not before the Court. Award held invalid. Argument.
316	7 May 1784	<i>Robertson v. Taylor</i>	King's Bench	--	Debt	sheriff	In debt for escape against sheriff after execution. Plaintiff must recover whole sum. Special case. Declaration.
317	7 May 1784	<i>Taylor v. Ward</i>	King's Bench	--	Sheriff	Poundage	Action of debt on the statute 29 Eliz. "An Act to prevent extortion in sheriffs undersheriffs and bailiffs of franchises or liberties in cases of execution." Defendant in custody of sheriff. Declaration, special case. Exigent. Sheriff entitled to poundage.
318	8 May 1784	<i>R. v. Inhabitants of Maghull</i>	King's Bench	--	Poor law	Settlement	If a man had a tenement of over £10 a year but also a larger one at less than £10, he gains a settlement. Copy of orders. Lancashire.

Catalogue of Dampier Manuscripts in Lincoln's Inn (cont): Buller PB 1--509

[Work in Progress]

MS #	Date	Case	Court	Reported	Type 1	Type 2	Notes
319	19 November 1784	<i>Braddyll v Jones</i>	King's Bench	99 E.R. 763; (1784) 4 Doug. K.B. 52; and see 28 E.R. 1219; (1785) 1 Bro. C.C. 427	Distress for rent, replevin	Tenant, bankruptcy	28 E.R. 1219 has "Brad[d]yll". Debtor owed a year's rent to a testator. Testator died and executor caused a distress on debtor's goods. Debtor replevied the goods and entered into a replevin bond to the sheriff, with two sureties who since became bankrupts. Then the debtor became bankrupt. The assignees of the debtor took possession of the debtor's goods including the distrained goods and sold them. The plaintiff debtor after the bankruptcy obtained judgment in the replevin cause and sued out a writ de retorno habendo, claiming he had an equitable lien over the goods taken in distress, for return of the goods or their value by the assignees. Held: distrainer had no lien on the goods, but was left to his remedy on the replevin bond. Special case. Action on the case declaration. Scribbled notes. Middlesex.
320	11 May 1784	<i>Townsend v. Southan</i>	King's Bench	--	Prior suit abatement	bar	Prior suit still depending can only be pleaded in abatement and not in bar. Copy demurrer book.
321	7 May 1784	<i>Barclay v. Cuculla Y. Gana</i>	King's Bench	99 E.R. 711; (1784) 3 Doug. K.B. 389	Assumpsit, loss of goods by robbery	Master of ship	Guildhall. The master of a general ship, on board of which goods have been laden in the Thames for a foreign port, is liable for the loss of the goods occasioned by a forcible robbery while the ship is lying in the river. Special case.
322	21 May 1784	<i>R. v. Iles, R. v. Tate, R v. Bell, R. v. Crow</i>	King's Bench	--	Hawkers and pedlars	conviction	Paper books of several cases, same point: hawkers and pedlars convicted of going from town to town selling goods without a licence. Fined. Yorkshire. Copy of conviction. R. Tate, 21 May 1784, conviction confirmed. Note at top says "conviction of hawkers and pedlars, what good." R. v. Bell, State of proceedings. R. v. Crow, Yorkshire, Paper book of conviction. R. v Iles, copy conviction.
323	8 May 1784	<i>R. v. Inhabitants of Findern</i>	King's Bench	--	Poor law	Settlement	Pauper took a tenement of £10 a year at Findern then got another tenement at Melborne [sic], Derbyshire. Got a certificate for self. Wife and children from Findern and

Catalogue of Dampier Manuscripts in Lincoln's Inn (cont): Buller PB 1--509

[Work in Progress]

MS #	Date	Case	Court	Reported	Type 1	Type 2	Notes
							resided there over 40 days. Held had a settlement at Fintern. No new taking at Melborne. Derbyshire. Copy of orders.
324	1784	<i>R. v. Penryn Overseers</i>	King's Bench	--	Poor law	Poor rate, appeal against	Act 17 Geo. 2 was a repeal of 43 Eliz. and appeal could only be at the next sessions, since insufficient notice had been given. Ld Mansfield, Buller, Ashhurst JJ.
325	15 June 1784	<i>Cooper v. Watlington</i>	King's Bench	--	Partnership	Agreement	Agreement to continue partnership for 11 years unless either was minded to quit the Art and Mystery. Neither can quit the partnership to carry on the trade either by himself or with others. Demurrer and book.
326	15 June 1784	<i>Combe v. Jones</i>	King's Bench	--	Annuity	Grant of tithes	Covenant to pay out a sum half yearly so long as she remained in receipt of tithes. Covenantor not liable to pay half year amount after the death of the parson. Paper book.
327	16 June 1784, 5 February 1785.	<i>R. v. Inhabitants of Micklefield</i>	King's Bench	--	Poor law	Overseer, costs	Whether overseer is entitled to be paid costs he has been put to in an action and may include them in the Poor Rate. Yorkshire. Case sent to be restated. Paper book of Orders. Order of September quashed because appeal out of time.
328	15 May 1784	<i>Baker v. Jardine</i>	King's Bench	--	Privateer, letter of marque, prize	Expiry of statute	20 Geo. 2 c. 24 (Naval Prize Act, 1724) expired with end of the war. Privateers were not within the Act. Copy of Commission (Letter of marque) appointing ship <i>Endeavour</i> to be a privateer. Capture of Dutch Westindiaman. Whether within sight of British Man of War. Crew's articles of assignment of shares. Report of witnesses. List of Witnesses: David Jardine, part owner. William Row, captain. John Row, lieutenant, made his mark. Sailing master, prize master, interpreter (Ferdinando Freynberg), and names of the crew and their marks. Assignment of shares of prize by John Baker, able seaman and others. Scribbled notes.
329	18 June 1784	<i>Haselinton v. Gill</i>	King's Bench	99 E.R. 725; (1784) 3 Doug. K.B. 415	Marriage settlement	Trustees for separate	Report has "Haslington" with a "g". Special case. Marriage settlement provided for 32 cows to be vested in trustees for wife's separate use. Wife to carry

Catalogue of Dampier Manuscripts in Lincoln's Inn (cont): Buller PB 1--509

[Work in Progress]

MS #	Date	Case	Court	Reported	Type 1	Type 2	Notes
						use.	on business as cowkeeper and to keep profits. After marriage wife purchased 4 more cows with profits. Held: additional cows protected by settlement. 7 pages of statement . Scribbled notes.
330	2 June 1784	<i>Troutbeck v. Carmichael</i>	King's Bench	--	Bail bond	assignment	Bail bond may be assigned after two terms after return of writ.
331	16 June 1784	<i>R. v. James</i>	King's Bench	--	Lottery Act	Conviction quashed.	Defendant under a device or pretence promised to pay money on a contingency relating to the drawing of the lottery. Informer. Conviction bad. Paper book of conviction. Conviction quashed.
332	22 June 1784	<i>Wadham v. Marlowe</i>	King's Bench	99 E.R. 764; (1784) 4 Doug. K.B. 54	Lease	assignment	Bankrupt not liable in debt for rent due after bankruptcy. A common assignment by a lessee, without acceptance of rent from the assignee by the lessor, or some other evidence of his assent, is not sufficient (though the lessor have notice) to discharge the lessee from an action of debt. But, 2. An assignment under a commission of bankruptcy being by act of law, and under the Statutes of Bankruptcy, is a good plea in discharge of the bankrupt lessee in an action of debt for rent. Multiple unnumbered beautifully written pleading. List of cases left for Willes J. Lord Mansfield. Scribbled notes of cases.
333	25 June 1784	<i>Clements v. Mavor</i>	King's Bench	--	Impressment	wages	Sailor impressed is not entitled to wages if the merchant ship be lost on the voyage. Special case.
334	25 June 1784	<i>Bartlett v. Hodgson</i>	King's Bench	99 E.R. 962; (1785) Term. Rep. 42	Marriage settlement	clause	Trustees only chargeable under clause for what person actually received. Indemnity. Chargeable as contract debt. Demurrer. Plea in abatement that defendant resides in county palatine of Lancaster, not good.
335	26 June 1784	<i>R. v. Inhabitants of Bradninch</i>	King's Bench	--	Poor law	Settlement, apprentice	Residence of an apprentice with a third son (?) with express approbation of master gains a settlement. Paper book of orders.

Catalogue of Dampier Manuscripts in Lincoln's Inn (cont): Buller PB 1--509

[Work in Progress]

MS #	Date	Case	Court	Reported	Type 1	Type 2	Notes
336	22 June 1784	<i>Phillpotts v. James</i>	King's Bench	--	Lease for lives	Special occupancy	Lease for 3 lives to him "and his heirs", devised to his "heir" by the names of all his freehold leases (i.e. a lease for lives is freehold commercial interest) without mention of his heirs or executors. Held the heir of the heirs shall take as special occupant. See Lyall on Land Law (Ireland) 4 th edn 5.114.
337	House of Lords: 31 May 1785: Middx sessions, 24 February 1783	<i>Atkinson v King</i>	King's Bench, House of Lords	1 E.R. 1471; (1785) 3 Bro. PC 517	Certiorari, perjury	sentence	The seals of the justices of oyer and terminer are not essentially necessary for the removing or authenticating a record transmitted to the Court of King's Bench. Marshalsea 1 year, pillory, 1 hour, £2000 fine. Cornfactor for the navy. Certiorari. Petition of plaintiff in error. Copy record of conviction. Copy, assignment of errors. Record of Caption and Indictment. Printed pleading, House of Lords. Special jury. Middx. Scribbled notes, may refer to this case or nearby one.
337.a.	12 November 1784	<i>Rudge v. Birch</i>	King's Bench	--	Bankruptcy	bond	Action brought on a bond. Property held by trustee. Defendant may plead set off of a debt due to him by the trust. Mr Shepherd said there was a case in CB precisely in point for the defendant.
338	12 November 1784	<i>Kingston v. Long</i>	King's Bench	99 E.R. 740; (1784) 4 Doug. K.B. 9	Bill of Exchange	contingen cy	An order to pay money, "provided certain terms are complied with," cannot be available as a bill of exchange. Lord Mansfield: If it was not a bill of exchange in its creation, it could never become so afterwards; and this certainly was not one at first, because it was made payable only upon a contingency. A bill of exchange must be payable at all events.
339	12 November 1784	<i>Webster v. Scales</i>	King's Bench	99 E.R. 739; (1784) 4 Doug. K.B. 7	Bankrupt	Property held in trust	Property which a bankrupt has in trust for others is not assigned under the commission. A bankrupt may sue as a trustee, though he is also a cestui que trust under the same instrument.
340	12 November 1784	<i>Harrington v. Kloprogge</i>	King's Bench	99 E.R. 738; 4 Doug. K.B. 5	Debt	Bond	[report has "Harrington" with 2 "r"s A condition to assign all offices is a valid condition; and will be taken to apply to such offices as are by law

Catalogue of Dampier Manuscripts in Lincoln's Inn (cont): Buller PB 1--509

[Work in Progress]

MS #	Date	Case	Court	Reported	Type 1	Type 2	Notes
							assignable.
341	20 April 1784	<i>R v. Inhabitants of Lakenham</i>	King's Bench	99 E.R. 871; 4 Doug. K.B. 261	Poor law	Proportionate rate	Where an Act of Parliament directs a rate to be made on the occupiers of land, and on all persons using and having stocks and personal estates in equal proportion, according to their respective values and estates, and it appears that the rate was not made in equal proportion, it will be quashed. Private Act of Parliament of the reign of Queen Anne, "An Act for Erecting a Workhouse in the City and County of the City of Norwich, for the Better Employment and Maintaining the Poor there." Ld Mansfield.
341.a.	18 November 1784	<i>Hemmings v. Smith</i>	King's Bench	99 E.R. 753; 4 Doug. K.B. 33	Marriage de facto	Crim. con. (criminal conversation)	In an action of crim. con., evidence of a marriage de facto and cohabitation, followed by proof of a criminal intercourse between the defendant and a woman who passed for the plaintiff's wife, is sufficient to go to a jury, without absolute proof of the identity of the former woman and the latter. Scribbled notes: Sir Thomas Davenport. Ld Mansfield, Willes, Ashhurst JJ.
342	23 November 1784	<i>Delmada v. Motteux</i>	King's Bench	--	Prerogative	War, embargo	In time of war the king may lay an embargo on all ships and goods and if a neutral ship sails with a cargo contrary to such embargo the insurance is void. Special verdict. Counsel: Scribbled notes: Lee, Bearcroft. Ld Mansfield.
343	23 November 1784	<i>Reynolds v. Beering [sic]</i>	King's Bench	99 E.R. 829; 4 Doug. K.B. 181	Set-off	Writ of error	[Name is "Beerling" in paper book.] It is no answer to a plea of set-off on a judgment recovered, that plaintiff has brought a writ of error to reverse the judgment, which is still pending. Copy of demurrer book. Scribbled notes: Counsel: shepherd, Lane. Ld Mansfield, Ashhurst J.
344	19 November 1784	<i>Booth v. Whale</i>	King's Bench	99 E.R. 755; 4 Doug. K.B. 36	Will	Executor, own debt	The goods of a testator in the possession of his executors are taken, and sold, under a fieri facias, on a judgment against the executor for a debt of his own, and with his consent: the property passes by such execution; notwithstanding the plaintiff in the action against the executor knew they were assets. Semb. otherwise, if he had known of an unsatisfied debt; and so had colluded

Catalogue of Dampier Manuscripts in Lincoln's Inn (cont): Buller PB 1--509

[Work in Progress]

MS #	Date	Case	Court	Reported	Type 1	Type 2	Notes
							with the executor to make a devastavit. Buller J: Lord Hardwicke was clear that the assignment was good at law; and only inquired whether there was any fraud. Scribbled notes: From Maidstone, last Summer Assizes, before Gould, J. pleadings and case stated.
345	2 August 1784	<i>Weston v. Griffiths</i>	King's Bench	--	Demise	Words, right of way	Demise of a field "with all ways". Parol evidence shall not be admitted that soil of the way passed, because "way" means only a right of passage. Kent. Maidstone assizes. Gould J. description and map. Trespass for breaking plaintiff's close (<i>quare clausum fregit</i>). Scribbled notes: Counsel: Mingay. Ld Mansfield
346	19 November 1784	<i>Bell v. Auldjo</i>	King's Bench	99 E.R. 761; 4 Doug. K.B. 48	Insurance	broker	An insurance broker has no implied authority to pay to the assured losses, either total or partial, for the under-writer who employs him. Buller J in Guildhall. Counsel: Baldwin, Wilson. Ld Mansfield.
347	12 November 1784	<i>Goodright d. Rowe v. Rogers</i>	King's Bench	--	Will	Devise, words	Devise of leasehold in T to B on condition, then devise of "all his right in T not before given". The estate in T will pass if the condition on which B to take never happens. Case stated. Cornwall assizes. Trespass and ejectment. Scribbled notes: Counsel: Lawrence, Ball. Ld Mansfield
348	24 November 1784	<i>R. v. Inhabitants of St. Lawrence, Winchester</i>	King's Bench	99 E.R. 834; 4 Doug. K.B. 190	Land tax	assessment	The assessment to the land-tax, if it appears doubtful on the face of the rate whether it be on the landlord or tenant, is presumed to be on the tenant. Paper book of orders. Scribbled notes: Counsel: Bearcroft, Burrow. Ld Mansfield

Catalogue of Dampier Manuscripts in Lincoln's Inn (cont): Buller PB 1--509

[Work in Progress]

MS #	Date	Case	Court	Reported	Type 1	Type 2	Notes
348.a.	24 November 1784	<i>R. v. Inhabitants of Long Wittenham</i>	King's Bench	99 E.R. 836; 4 Doug. K.B. 193	Poor law	Settlement; Smallpox, quarantine; child	John Westall and Jane his wife, being certificated from the parish of Long Wittenham to the township of Upton, went in 1764 to reside in Upton 1765, he purchased a cottage, with a small piece of garden ground. A short time before his death, he and all his family, except Rachel, aged 10, were seized with the small-pox. Rachel being free from the infection was removed to the house of a brother-in-law, within the same township. Held, that the widow acquired a settlement in right of her quarantine, which she communicated to her children. Rachel remained part of her mother's family. Paper book of orders. Scribbled notes: Counsel: Mills, Bearcroft. Berkshire.
349	24 November 1784	<i>R. v. Inhabitants of St. James, Bury St. Edmunds</i>	King's Bench	99 E.R. 840; 4 Doug. K.B. 200	Poor law, Land tax	Tenant, Settlement	Landlord and tenant's names are both in the Land tax assessment. Tenant paid and got a receipt for so much assessed on landlord. That does not give the tenant a settlement. Paper book of orders. Scribbled notes: Ld Mansfield.
350	27 November 1784	<i>R. v. Inhabitants of Topcroft</i>	King's Bench	--	Poor law	Settlement, renting	To gain a settlement by renting a person must reside in the parish where part of the land lies. Paper book of orders. Norfolk. Scribbled notes: counsel Bearcroft, Wilson. Ld Mansfield.
351	1 June 1785	<i>R. v. Overseers of the Poor of Eyford</i>	King's Bench	99 E.R. 907; 4 Doug. K.B. 331	Poor law	Overseers, vill by reputation	Eyford was a hamlet with only two houses, a manor house and a farm house. Though a place have only two houses, it may be a vill by reputation, and separate overseers may be appointed. Gloucestershire. Paper book of orders.
352	5 February 1785	<i>R. v. Inhabitants of Birdham</i>	King's Bench	99 E.R. 863; 4 Doug. K.B. 245	Poor law	Certificates	Where a certificate was granted to the parish of A, and afterwards other certificates to the parishes of B, C, and D, and the pauper was removed from D to the certifying parish, held that the original certificate was discharged. Sussex. Paper book of orders. Scribbled notes: Ld Mansfield

Catalogue of Dampier Manuscripts in Lincoln's Inn (cont): Buller PB 1--509

[Work in Progress]

MS #	Date	Case	Court	Reported	Type 1	Type 2	Notes
353	5 February 1785	<i>R. v. Inhabitants of Broadhembury</i>	King's Bench	99 E.R. 861; 4 Doug. K.B. 241	Poor law	Child in workhouse; recusal of judge	A girl of ten years of age who is by accident unable to maintain herself, and whom her father is unable to maintain, is placed in the workhouse, where she is supported and remains. Held that this is no emancipation. Paper book of orders. Scribbled notes: Ld Mansfield, Willes, Ashhurst JJ. Buller J recused himself as he had some property in the area.
354	5 February 1785	<i>R. v. Inhabitants of hamlet of Highnam</i>	King's Bench	99 E.R. 859; 4 Doug. K.B. 238	Poor law	Settlement, apprentice	Apprenticeship agreement not stamped in order to save expense; it was not a valid apprenticeship under the poor laws and not a service. Not a settlement. Paper book of orders. Gloucester.
355	5 February 1785	<i>R. v. Inhabitants of North Cray</i>	King's Bench	99 E.R. 862; 4 Doug. K.B. 243	Poor law	Settlement; Bridewell	A servant before his year is out is sent to the Bridewell for begetting an illegitimate child. After the end of the year his master paid his wages, deducting the amount when he was in prison. The servant objected to the deduction. Paper book of orders.
356	29 January 1785	<i>R. v. Inhabitants of Stretton</i>	King's Bench	99 E.R. 844; 4 Doug. K.B. 208	Poor law	Settlement, Child hired out	Child hired out by father who receives his wages is not emancipated but gains a new derivative settlement under the father. Paper book of orders. Staffordshire.
357	20 January 1785	<i>R. v. Inhabitants of Elslack</i>	King's Bench	99 E.R. 845; 4 Doug. K.B. 211	Poor law	Settlement	A hiring at weekly wages for so long as master requires a servant is not a hiring for a year. No settlement. Copy of orders, by clerk of peace. Ld Mansfield: A general hiring, without any limitation of time, is a presumed hiring for a year; but, like every other presumption, it may be explained [i.e. rebutted] by circumstances.
358	8 February 1785	<i>White v. Ledwick</i>	King's Bench	99 E.R. 864; 4 Doug. K.B. 247	Bill of exchange	validity	Bill of exchange valid tho' not said to be for value received. Name in paper book looks like "Ledwich". Ashhurst J.
359	1 February 1785	<i>Mackay v. Mackreth</i>	King's Bench	99 E.R. 846; 4 Doug. K.B. 213	Lease	expiry	A lease to A. B., his executors, &c., for a year, and so from year to year for so long time as it shall please the lessor and A. B., his executors, &c., does not expire on the death of A. B., but vests in his executors. Scribbled notes: Baldwin, Wood, barristers.

Catalogue of Dampier Manuscripts in Lincoln's Inn (cont): Buller PB 1--509

[Work in Progress]

MS #	Date	Case	Court	Reported	Type 1	Type 2	Notes
360	5 February 1785	<i>R. v. Welch</i>	King's Bench	99 E.R. 858; 4 Doug. K.B. 236	Poor law	Assistant overseer, vestry powers	Overseers are not entitled to charge the amount of the salary of an assistant overseer, though appointed with such salary at a vestry meeting. Ld Mansfield.—It is very hard, especially upon the officers who have paid the money, but I cannot make it a legal act. It is a great burden, but the statute meant to throw it on the overseers, and that they should do it without fee or reward. Gloucestershire. Cheltenham. Scribbled notes
361	4 February 1785	<i>Salucci v. Johnson</i>	King's Bench	99 E.R. 852; 4 Doug. K.B. 224	Marine Insurance, privateer	Captured ship; barratry	Tuscan subjects resident at Leghorn, were the sole owners of the ship "Thetis." Cargo was neutral property, consigned to merchants in London . Captured by Spanish privateer. "Thetis" resisted capture by firing into privateer. "Thetis" a general ship, and took in goods from all persons who chose to ship goods on board her; The sentence of a foreign Court of Admiralty, that a ship warranted neutral is a lawful prize, is not conclusive evidence that the ship is not neutral, if the grounds of the sentence appear and do not show a breach of neutrality. Held neutral ship. Not barratry. Case for opinion of court. Extracts from Proceedings of court in Spain. Scribbled notes: Piggott, Wilson, barristers. Willes, Ashhurst JJ. Mansfield absent. Note of Willes' judgment suggests he thought captain should have submitted to search?
362	8 February 1785	<i>Baillie v. Modigliani</i>	King's Bench	--	Marine Insurance	Captured ship	If ship captured and condemned the value of the goods afterwards restored after reversal of condemnation, freight shall be paid pro rata but underwriters of goods not liable for freight. Special case. Extensive scribbled notes. Ld Mansfield

Catalogue of Dampier Manuscripts in Lincoln's Inn (cont): Buller PB 1--509

[Work in Progress]

MS #	Date	Case	Court	Reported	Type 1	Type 2	Notes
363	4 February 1785	<i>Cunningham v. Collier</i>	King's Bench	99 E.R. 857; 4 Doug. K.B. 233	Charterparty	Covenant	A covenants on behalf of government in charter-party, that if a vessel should be captured, a sum should be paid for the vessel, according to an appraisement annexed. Before the capture, by tempestuous weather, &c. the tackle, &c., had been damaged. On demurrer the plea was held bad. A liable for full amount. A person entering into a charter-party in his own name on the behalf of Government is personally liable.
364	1 February 1785	<i>Stewart v. Denton</i>	King's Bench	99 E.R. 849; 4 Doug. K.B. 219	Will	Goods arriving after death of testator	Testator, a wine merchant, directed by his will that A. B. and C. D. should carry on his trade, and he bequeathed to them his stock of wines. Before the death of testator, certain wines belonging to him arrived in a vessel at the port of London, and the vessel was reported. After his death the wines were entered. Special case. Held that the executors, and not the legatees, were chargeable with the duties. Ld Mansfield
364.a.	3 May 1785	<i>Doe d. Mount v. Roberts</i>	King's Bench	99 E.R. 895; 4 Doug. K.B. 306	Ejectment	Lease	Berkshire assizes, Nares J. In the conveyance of an estate there was a covenant that the premises were free from incumbrances except particular leases. Quære, whether these words affirm the leases, and whether parol evidence is admissible to show it was so intended.
365	29 January 1785	<i>Slater v. Carne</i>	King's Bench	99 E.R. 851; 4 Doug. K.B. 222	Debt on bond.	Escrow.	Debt on a bond. Plea that deed of defeasance was made by plaintiff and dated as escrow to be dated when defendant preformed certain conditions. Plaintiff got possession of deed by fraud. Replication that deed is not his deed (non est factum) Demurrer book.
366	1 January 1785	<i>Scott v. Nicoll</i>	King's Bench	99 E.R. 899; 4 Doug. K.B. 314	Assumpsit	Money had and received	A lends B £60, and at the same time takes a note from B at three months for £65, 5s; in an action for money lent, held that A could not recover the £60. Ld Mansfield at Guildhall.

Catalogue of Dampier Manuscripts in Lincoln's Inn (cont): Buller PB 1--509

[Work in Progress]

MS #	Date	Case	Court	Reported	Type 1	Type 2	Notes
367	22 April 1785	<i>Fenn d. Hewson v. Morley</i>	King's Bench	--	Fine	caption	Special case. Ejectment for lands in Derby. Fine. Party acknowledged and levied a fine on other party. Caption of fine in August. Will in October. Fine levied in November. Held tho' conusor die immediately after caption, yet fine can be made good. Will is good.
368	22 April 1785	<i>Newby v. Wiltshire</i>	King's Bench	99 E.R. 883; 4 Doug. K.B. 284	Employer	Liability	Action on case. Farmer, defendant, at Thaxted, in Essex sent a cart to Cambridge with two servants, a man and a boy. Accident in parish of Sawston when passing another cart. Boy fell off and cart passed over his leg, breaking it in two places. Parish officer of Sawston took care of the boy. Employer went to Sawston after six weeks to find surgeon about to amputate boy's leg. Employer asked boy if he consented and boy did so. Leg was amputated. Boy was yearly servant of farmer. After his cure, he served out his year with the defendant, and received his whole year's wages. Held, employer not liable for expenses incurred in boy's treatment at Sawston.. Overseers of Sawston, plaintiffs, were. Assizes for the county of Cambridge, before Ashurst J. Case stated.
369	22 April 1785	<i>Treasure v. Jones</i>	King's Bench	--	Bankruptcy	Commissio n del credere	Issue for trial was whether £100 was due to from bankrupt to A. Was proved that £100 was due to B. A was one of B's executors and residuary legatee. Held was sufficient to support the commission. Case stated. Nisi prius. London.
370	25 April 1785	<i>Armitage v. Dunster</i>	King's Bench	99 E.R. 887; 4 Doug. K.B. 291	Slander	Words alleged	In an action for words, they must be moved as laid (i.e. be proved as alleged). It is not sufficient to prove words of the same import. B courted plaintiff. Plaintiff alleged that defendant who knew of this, said in company that B "I have had carnal knowledge of her." Witnesses proved defendant said B was "was welcome to ride in his old boots." Not sufficient even tho' explained by defendant in same. Kingston on Thames. Scribbled notes, Ld Mansfield.

Catalogue of Dampier Manuscripts in Lincoln's Inn (cont): Buller PB 1--509

[Work in Progress]

MS #	Date	Case	Court	Reported	Type 1	Type 2	Notes
371	26 April 1785	<i>Cocking v. Fraser</i>	King's Bench	99 E.R. 889; 4 Doug. K.B. 295	Marine insurance	Perishable goods.	Insurance on goods with the usual memorandum, "Corn, fish, &c. warranted free from average, unless general, or the ship should be stranded." Ld Mansfield: "The memorandum is a very old clause in policies on perishable goods. The underwriter only undertakes to indemnify against particular losses where the ship is stranded. Total loss means a loss of the goods, and not of the value and condition of the goods." Special case.
372	22 April 1785	<i>Long v. Allan</i>	King's Bench	99 E.R. 879; 4 Doug. K.B. 275	Marine insurance	convoy	Action on insurance policy. Ship sailed from Jamaica for London. Warranted to depart with convoy, sailed without convoy. The assured is entitled to recover the premium. An usage in such case to return the premium, deducting a half per cent., is good. Case for opinion of court. Scribbled notes. Trial before Mansfield at Guildhall. Case to King's Bench, Ld Mansfield (again) plus Willes, Ashhurst and Buller JJ. Lord Mansfield.—The law is clear that where the risk has never commenced the premium shall be returned.
373	26 April 1785	<i>Goodright d. Parson v. Herring</i>	King's Bench	99 E.R. 890; 4 Doug. K.B. 278	Will	Estate tail	Devise to R for life, and after his death to the heirs male of the body of R and the heirs of the body of such heir male "and for want of such issue male of the said R, or in case such issue male should not live to attain his age of 21 years," then to the use of "my nephew T, &c., his heirs and assigns for ever." Held that R. took an estate tail. Trespass and ejectment. Devon. Copy of special case. Scribbled note: Ld Mansfield. Report has name "Goodright, Lessee of Parson.."

Catalogue of Dampier Manuscripts in Lincoln's Inn (cont): Buller PB 1--509

[Work in Progress]

MS #	Date	Case	Court	Reported	Type 1	Type 2	Notes
374	9 May 1785	<i>Satterthwaite v. Dewhurst</i>	King's Bench	99 E.R. 899; 4 Doug. K.B. 315	Action on Case	debaucher y	Action on case. Debauching plaintiff's daughter who was over 21, causing loss to plaintiff. Lord Mansfield.—This is an action on the case for debauching the plaintiff's daughter, a poor person and over 21, by means of which the daughter was unable to maintain herself, and the plaintiff was obliged to maintain her. After looking into the cases, we find that there is no precedent of such an action, unless upon a <i>quod servitium amisit</i> (loss of services of a servant). Copy of declaration.
375	22 April 1785	<i>Land v. Lord North</i>	King's Bench	99 E.R. 873; 4 Doug. K.B. 266	Detinue	Title, enemy property	The plaintiff was the master of a Prussian ship, on board of which were goods the property of enemies, consisting of casks and bags of Dutch silver coin called ducatoons. The goods were brought on shore and seized by Lord North [as Lord Warden of the Cinque Ports] If Lord North had any right, it was in right of the Crown. The money was placed in the bank to be there kept as a deposit till the true owner appeared. Lord North was willing that the money should continue in the bank till the question between him and the owner was determined. The only question on the pleadings was whether the Court should order the money to be delivered to the plaintiff; the question was not which of the parties had the better title. Held: Plaintiff claimed on behalf of an enemy, which he cannot do against the Crown. Paper book (10 pages). Scribbled notes.
376	3 May 1785	<i>Pigot v. White</i>	King's Bench	99 E.R. 893; 4 Doug. K.B. 302	Admiralty	Prizes, admiral	[report has name as "Pigot". "Pigott" on paper book cover, but "Pigot" in the text.] An admiral who supersedes another admiral and takes command of his ships is entitled to 1-8th part of prizes captured after his actually taking such command, and not simply after he was appointed. Case for opinion of the court.

Catalogue of Dampier Manuscripts in Lincoln's Inn (cont): Buller PB 1--509

[Work in Progress]

MS #	Date	Case	Court	Reported	Type 1	Type 2	Notes
377	27 April 1785	<i>R. v. Inhabitants of Thames Ditton</i>	King's Bench	99 E.R. 891; 4 Doug. K.B. 300	Poor law	Settlement, black person brought to England.	Black servant brought from America, Charlotte Howe. Lord Mansfield. Charlotte Howe was removed under an order of two justices, from the parish of Thames Ditton, in Surrey, to the parish of St. Luke's, Chelsea, in Middlesex. Held. Black servant brought to England by her master, even if she serves a year or more, does not gain a settlement because there was no hiring within the statutes. Ld Mansfield. The fact she was a black person was not relevant.
378	22 April 1785	<i>Paul v. Eden</i>	King's Bench	99 E.R. 881; 4 Doug. K.B. 280			A seaman enters on board a privateer under an agreement to receive prize-money in place of wages, and that unless he continue on board six months, he shall forfeit his right to prize-money. During the six months he is impressed on board a King's ship; after being impressed, he enter the ship and received bounty. Held that this was no forfeiture of the prize-money to which he had become entitled during his service on board the privateer. Ld Mansfield:
379	22 April 1785	<i>McIlreath v. Margetson</i>	King's Bench	99 E.R. 880; 4 Doug. K.B. 278	Admiralty	prize	[report has name as "M'Ilreath] A. and B. being joint prize-agents, A. is imposed on by persons falsely pretending to be sailors, to whom he pays a sum of money, which he is subsequently compelled to pay again to the persons really entitled. B. is not bound to contribute to the sum so paid. Dutch ship the "Palm-Boom," which had been captured by the HMS "Porto." Case for opinion of court. Ld Mansfield
380	19 April 1785	<i>Atkinson v. Sanderson</i>	King's Bench	--	Pleading	writ	Writ stated to be sued out on 2nd November, the court then sitting at Westminster, is bad. Judgment for defendant with liberty to amend. Demurrer book. Scribbled notes.

Catalogue of Dampier Manuscripts in Lincoln's Inn (cont): Buller PB 1--509

[Work in Progress]

MS #	Date	Case	Court	Reported	Type 1	Type 2	Notes
381	22 April 1785	<i>Bird v. Gunston</i>	King's Bench	99 E.R. 878; 4 Doug. K.B. 275	Magistrate	Jurisdictio n	Action of trespass for taking and detaining a cart and horses of the plaintiff, together with certain casks of porter and brandy. The defendant pleaded not guilty. If jury find that the magistrate acted wrongly under a statute, notice under stat. 24 Geo. 2, c. 44, s. 1. still has to be given to magistrate before action brought., or plaintiff cant recover. Lease Mansfield: The intention of the month's notice was to enable magistrates to tender amends when they find they have made a mistake. Here the defendant thought himself authorized by the Act of Parliament. Special case. Somerset.
382	1 June 1785	<i>R. v. Inhabitants of St. Mary, Lambeth</i>	King's Bench	99 E.R. 906; 4 Doug. K.B. 329	Poor law	Settlemen t	Apprentice hires himself out for a year to A under a character given to A by the master. Apprentice gains a settlement. Paper book of orders. Surrey. Scribbled notes. Ld Mansfield.
382.a.	8 June 1785	<i>R. v. Inhabitants of St. Sepulchre, London</i>	King's Bench	99 E.R. 910; 4 Doug. K.B. 336	Poor law	Settlemen t	Whether the declaration of the husband after his death as to facts concerning his settlement, are admissible? At Quarter Sessions for Warwickshire, the order of removal was confirmed. Willes J—[Lord Mansfield was absent].—The first question is whether the declarations of the husband were admissible. In general such declarations certainly are not, but the usage at sessions is not so strict, and the only case cited on the subject seems to show that the usage is so. Order quashed. Paper book of orders. Scribbled notes.
383	8 June 1785	<i>R. v. Inhabitants of Whixley</i>	King's Bench	99 E.R. 1016; 1 Term Rep. 137	Poor law	Settlemen t	Place of birth of a legitimate child is his or her settlement. Scribbled notes. A cattlegate is a tenement within the 13 & 14 Chas. 2, c. 12, for the purpose of gaining a settlement. Orders. West Riding Yorkshire. Appeal concerns issue of whether a cattlegate is a tenement. See MS 419. Buller, J. said, that the case of <i>The King v. Lockerly</i> was better reported by Burrow than by

Catalogue of Dampier Manuscripts in Lincoln's Inn (cont): Buller PB 1--509

[Work in Progress]

MS #	Date	Case	Court	Reported	Type 1	Type 2	Notes
							Bott. In the latter, the case was unintelligible.
384	10 June 1785	<i>Watkeys v. De Lancey</i>	King's Bench	99 E.R. 919; 4 Doug. K.B. 354	Covenant, lawfully seized	Rebellion, revolution , New York, attainder	In April 1782, the defendant, appointed A. and B. his attorneys, to sell all his real estate in the province of New York, in North America. The defendant granted the premises to the plaintiff in fee, and covenanted with the plaintiff that he was lawfully seized, in his own right, of a good estate of inheritance in law in fee simple in the premises. In 1779, an Act of Attainder and Confiscation passed in the State of New York, whereby the defendant's estate was confiscated, and he himself attainted. His attainder was published in the New York papers, but there was no proof that it came to the plaintiff's knowledge. The plaintiff, in April, 1782, purchased the premises of the defendant. The plaintiff took possession, till the commissioners under the Act of Attainder entered, dispossessed the plaintiff, and sold the estate. Lord Mansfield.—“The defendant covenants that he is seized in fee of the lands in question by all the laws in being, but he does not covenant against a rebellion or a revolution by an armed force.” The country was in lawful possession of the Crown at the time of the sale. Judgment for the defendant.
385	11 June 1785	<i>R. v. Inhabitants of Astley</i>	King's Bench	99 E.R. 937; 4 Doug. K.B. 389	Poor law	Settlemen t	An illegitimate child is settled where he or she is born, unless the mother at the time of the birth is in jail or subject to an order of removal. A woman pregnant with a child likely to be born a bastard, goes with the consent of the officers of the township where she is settled to inquire after the father, in order to give intelligence of him to the overseers. On her return she is delivered of the bastard in another township. Held, that the settlement of the bastard is in the latter township. Paper book of orders.

Catalogue of Dampier Manuscripts in Lincoln's Inn (cont): Buller PB 1--509

[Work in Progress]

MS #	Date	Case	Court	Reported	Type 1	Type 2	Notes
386	10 June 1785	<i>Ohlsen v. Drummond</i>	King's Bench	99 E.R. 920; 4 Doug. K.B. 356	Charterparty	Covenant	Covenant in charter-party, that ship having unloaded her outward cargo at St. T. should directly sail for Dominica, where the defendant should load a homeward cargo. Plea: that the ship did not unload her outward cargo at St. T. Demurrer: held that the plea was bad, as the unloading at St. T. was not a condition-precedent. Paper book.
387	31 May 1785	<i>Chippendall v. Tomlinson</i>	King's Bench	99 E.R. 900; 4 Doug. K.B. 318	Assumpsit; bankruptcy	certificate	Bankrupt who has not obtained his certificate shall recover for his personal labour done after bankruptcy. Copy demurrer book. Middx. Scribbled notes Mr Chambre, Ld Mansfield.
388	14 June 1785	<i>Moorhouse v. The King</i>	King's Bench	99 E.R. 936; 4 Doug. K.B. 388	Indictment	Overseers not obeying quarter sessions	Indictment against Overseers for not obeying order of the justices must state precisely that the order was served on them and when and where or it is void. West Riding Yorkshire. Paper book of indictment and demurrer. Scribbled notes. Ashhurst J. Ld Mansfield.
389	1 June 1785	<i>R. v. Mytton</i>	King's Bench	99 E.R. 908; 4 Doug. K.B. 333	Indictment	Not obeying quarter sessions	Indictment for not obeying order of [quarter] sessions need only state the order; for so long as that is in force it must be obeyed unless it appears that the court had no jurisdiction and so their order was void. Office copy of issue. Shropshire. Notice of trial in next assizes in Shropshire. Scribbled notes of case.
390	31 May 1785	<i>Buckworth v. Thirkell</i>	King's Bench	99 E.R. 903; 4 Doug. K.B. 323	Fee simple	Condition subsequen t. Curtesy.	Estate in fee determined by a condition. Husband a tenant by the curtesy. Case reserved for opinion of court. Cambridgeshire.
391	9 June 1785	<i>Grey v. Cuthbertson</i>	King's Bench	99 E.R. 917; 4 Doug. K.B. 351	Covenant	Running with land	Covenant to name arbitrator to fix value of trees planted by lessee does not run with the land or bind an assignee. Demurrer book. Scribbled notes. Ld Mansfield .
392	29 April 1785	<i>Cooper v. Boot</i>	King's Bench	99 E.R. 911; 4 Doug. K.B. 339	Excise	Justices warrant	Excise officer not liable in trespass when he acts under a justices warrant tho' the warrant be obtained by himself and he finds nothing. Roll 991. Scribbled not of Ld Mansfield's judgment.

Catalogue of Dampier Manuscripts in Lincoln's Inn (cont): Buller PB 1--509

[Work in Progress]

MS #	Date	Case	Court	Reported	Type 1	Type 2	Notes
393	8 June 1785	<i>R. v. Cottrell</i>	King's Bench	99 E.R. 917; 4 Doug. K.B. 350	Game laws	parish	An Inhabitant of a parish is a good witness in a prosecution on the Game Laws if he is not rated or rateable to the Poor and on a conviction the court will not presume he is so, if it doesn't appear he is. Paper book of conviction. Southampton.
394	11 June 1785	<i>R. v. Mayor &c. of London (Wooldridge)</i>	King's Bench	99 E.R. 922; 4 Doug. K.B. 360	Corporation	Alderman in [debtor's] prison	Copy mandamus to restore Thomas Wooldridge to office of alderman. If an alderman is imprisoned in execution (of a judgment) for a length of time and there is no probability of his getting discharged, this is a good cause of a motion. Corporation. Scribbled notes: of Garrow, Gibbs. Imprisoned on escape warrants. Would not be freed under Bankruptcy Act.
395	1 January 1785	<i>Pyne v. Dor</i>	King's Bench	99 E.R. 968; 1 Term Rep. 55	Trover	Tenant in tail, waste	An action of trover cannot be maintained by a tenant in tail, expectant on the determination of an estate for life without impeachment of waste, for timber which grew upon, and was severed from, the estate.
396	1 January 1785	<i>Corbett v. Poelnitz</i>	King's Bench	99 E.R. 940; 1 Term Rep. 5	Baron and feme, married woman	contract	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.
397	22 November 1785	<i>Darwin v. Upton</i>	King's Bench	--	Easement	Right to light	Right to light. 20 years' possession of light sufficient to give right if not impeached by grant or licence. Grant of right to light. Copy of indenture. Before Gould J. Note of Barlow v. East unreported.
398	1 January 1785	<i>Jones v. Smart</i>	King's Bench	99 E.R. 963; 1 Term Rep. 44	Firearms	Game	Action of debt. Statute 22 and 23 Chas. 2, c. 25 made it illegal to have firearms to kill game unless person was landowner or member of professional class, etc. Action of debt on the stat. 5 Ann. c. 14, made perpetual by the 9 Ann. c. 25, to recover a penalty for killing game without being duly qualified. Defendant had medical diploma from University of St Andrews in Scotland. Held, not entitled. Statute only applied to English Universities. Copy of medical diploma, University of St Andrews, in Latin.

Catalogue of Dampier Manuscripts in Lincoln's Inn (cont): Buller PB 1--509

[Work in Progress]

MS #	Date	Case	Court	Reported	Type 1	Type 2	Notes
399	1 January 1785	<i>Fitzherbert v. Mather</i>	King's Bench	99 E.R. 944; 1 Term Rep. 12	Marine Insurance	Ship lost	When a person, who is sent instructions for insurance to be taken out on ship, knows the ship is lost at time he sends it, then even if owner does not know, the insurance is void. Special case. Case for opinion of court.
400	1 January 1785	<i>R. v. Aylett</i>	King's Bench	99 E.R. 973; 1 Term Rep. 63	Indictment	Averment	What is a sufficient averment in an indictment for perjury? And whether innuendo is necessary or not and whether time is material or not. Copy of indictment. Ld Mansfield: the oath must be taken in a judicial proceeding, before a competent jurisdiction; and it must be material to the question depending. If there be any doubt on the words of the oath, which can be made more clear and precise by a reference to former matter, that may be supplied by an innuendo. There must be an allegation of time and place, which are sometimes material and necessary, and sometimes not. Statement of case. Erskine, Garrow.
401	1 January 1785	<i>Yates v. Hall</i>	King's Bench	99 E.R. 979; 1 Term Rep. 73	Captain of ship	Privateer, hostage	Ship "Saville" captured as a prize by American privateer, "Black Princess". Agreement to pay ransom for return of ship. A promise by a captain of a ship on behalf of his owners, when the ship was taken, to pay monthly wages to one of the sailors, in order to induce him to become a hostage, is binding on the owners although they abandon the ship and cargo. Neatly written statement of case. Copious scribbled notes.
402	1 January 1785	<i>Delaney v. Stoddart</i>	King's Bench	99 E.R. 950; 1 Term Rep. 22	Marine Insurance	Storm	Insurance. Ship from St Kitts to London. Storm forced it to put into St Eustace and there took on part of cargo which was later lost in storm. Policy good. If underwriter has leave to cancel policy and it is not done till loss is known, he cannot do it afterwards. Copious notes only. Buller J on motion for new trial. No formal paper book. Ld Mansfield.
403	15 November 1785	<i>Allen v. Hearne</i>	King's Bench	99 E.R. 969; 1 Term Rep. 56	Election	wager	Election. Wager on outcome of election by two voters, both of whom had taken "decided parts", void. Case for opinion of court. Scribbled notes.
404	15	<i>Forward v. Pittard</i>	King's	99 E.R. 953; 1	Carrier	Goods,	Goods consigned to carrier were destroyed by fire.

Catalogue of Dampier Manuscripts in Lincoln's Inn (cont): Buller PB 1--509

[Work in Progress]

MS #	Date	Case	Court	Reported	Type 1	Type 2	Notes
	November 1785		Bench	Term Rep. 27		destroyed by fire.	Accident. Carrier still liable. Carrier not liable only if goods destroyed by king's enemies or act of God. Copy of Special case. Scribbled notes.
405	1 January 1785	<i>Messenger v. Armstrong</i>	King's Bench	99 E.R. 968; 1 Term Rep. 53	Landlord and tenant	Holding over	Action for double rent. Tenant holding over. Landlord entitled to double rent. Landlord gave notice to tenant before end of lease. Ld Mansfield: Where a term is to end on a precise day, there is no occasion for a notice to quit, because both parties are apprized that unless they come to a fresh agreement there is an end of the lease. Notice merely indicated that landlord intended to claim doubt rent. Rule for new trial. Report by Heath J.
406.a.	30 April 1787, 15 march 1787	<i>Parker v. Wells</i>	House of Lords, King's Bench	House of Lords: 1 E.R. 747; 1 Bro. P.C. 545; 99 E.R. 957; 1 Term Rep. 34; 99 E.R. 1377; 1 Term Rep. 783	Bankruptcy	Farmer, brickmaking.	A farmer converting part of his land into brick earth, and making bricks for sale, is a trader within the intent and meaning of the bankrupt laws. Printed pleadings for House of Lords. Report by Heath J to Buller J. in handwriting of Heath J. Writ of error. Scribbled notes. Wells v. Parker in Error: 99 E.R. 957; 1 Term Rep. 34; Parker v Wells in Error Court of King's Bench, 15 May 1787, 99 E.R. 1377; 1 Term Rep. 783; Parker v Wells, House of Lords, 15 March 1787, 1 E.R. 747; 1 Bro. P.C. 545. ["Traders" and "non-traders" were made alike liable to bankruptcy by the Bankruptcy Act 1861 (24 and 25 Vict. c. 134); and by the Bankruptcy Act 1883 (46 and 47 Vict. c. 52), the acts of bankruptcy enumerated in it are made applicable to all debtors, whether traders or non-traders. Although some distinctions preserved.]
406	22 November 1785	<i>Brandling v. Kent</i>	King's Bench	99 E.R. 972; 1 Term Rep. 60	Gaoler	Prisoner sent by sheriff	Gaoler entered bond to receive all prisoners sent by sheriff. Refused prisoner sent by sheriff but not brought till after the return of the writ. Held bound to receive all prisoners. Paper book.

Catalogue of Dampier Manuscripts in Lincoln's Inn (cont): Buller PB 1--509

[Work in Progress]

MS #	Date	Case	Court	Reported	Type 1	Type 2	Notes
407	22 November 1785	<i>Robson v. Easton</i>	King's Bench	--	Action	Money paid into court	Action bought in name of A with A's authority against B. money paid into court by a person who appeared on the record as attorney for A and who took it from C. A shall recover the money from B. Demurrer book. Copy [in longhand] of "Mr Gurney's shorthand note" of proceedings in the court of Common Pleas 5 May 1784 on rule to set aside the verdict. Judgment of Lord Loughborough. Scribbled notes of Serjeants Grose, Walker, Ld Loughborough. 6 pages.
408	--	<i>R. v. Inhabitants of North Basham</i>	King's Bench	--	Poor law	Settlemen t	A pauper left his service a few days before his year was up in order not to gain a settlement. This is not a fraud and does not gain a settlement. Paper book of orders. Scribbled Notes, Ld Mansfield remarks.
409	23 November 1785	<i>R. v. Wootton Bassett</i>	King's Bench	--			[spelled "Wootten" on paper book cover and in text]. What appointment of Overseers for a borough being part of a parish is good. Paper book. Paper book of restated orders. Notes.
410	19 November 1785	<i>R. v. Inhabitants of Woodland</i>	King's Bench	99 E.R. 1084; 1 Term Rep. 261	Poor law	Settlemen t	Witness a tenant assessed to relief of the poor a good witness. Fraudulent tenancy does not give a settlement. See MS 443.

Catalogue of Dampier Manuscripts in Lincoln's Inn (cont): Buller PB 1--509

[Work in Progress]

MS #	Date	Case	Court	Reported	Type 1	Type 2	Notes
411	18 November 1785	<i>Trueman v. Hurst</i>	King's Bench	99 E.R. 960; 1 Term Rep. 40	Assumpsit	infant	Assumpsit on an account stated will not lie against an infant. promissory note for £10 given by the defendant to the plaintiff for board and lodging, and for teaching and instructing the defendant in the business of hair-dressing. There were other counts for meat, drink, washing, lodging, and other necessary things. Defence: infancy. Replication: necessaries. Ld Mansfield: "What is an account stated? It is an agreement by both parties, that all the articles are true. This was formerly conclusive." "a greater latitude has of late prevailed, in order to remedy the errors which may have crept into the account in surcharging the items. But an infant cannot bind himself by stating an account;" Copy of demurrer book.
412	16 November 1785	<i>R. v. Jenkinson</i>	King's Bench	99 E.R. 985; 1 Term Rep. 85	Lottery	Conviction	Conviction under Lottery Act, whether good. Agreement to buy ticket before lottery drawn from person who bought it. Middlesex. Public Office at Bow Street in the parish of St Paul Covent Garden in the City and Liberty of Westminster and the County of Middlesex. Prosecuted by Thomas Spencely "who prosecutes for his Majesty as well as for himself." (Informer). Inclosed in paper book is a cutting from a newspaper of a poem "On the Love of Our Country", send anonymously but claiming to be by the Poet Laureate, "Dr Warton", i.e. <i>Thomas Warton</i> (1728 - 1790).
413	27 January 1786	<i>Farmer v. Davis</i>	King's Bench	--	Trade	Goods sold and delivered. Master of ship	If goods are ordered before the captain of a ship is appointed and delivered afterwards, the captain is not liable. Nisi prius, City of London at Guildhall before Buller J. Case for opinion of King's Bench. Ship "Sally" owned by Mssrs Dickson and Co. Part of goods were cables and cordage. Some of goods delivered before captain was appointed. They were delivered after he was appointed.

Catalogue of Dampier Manuscripts in Lincoln's Inn (cont): Buller PB 1--509

[Work in Progress]

MS #	Date	Case	Court	Reported	Type 1	Type 2	Notes
414	3 January 1786	<i>Grove, Assignees of Liotard, a Bankrupt v. Dubois</i>	King's Bench	99 E.R. 1002; 1 Term Rep. 112	Bankruptcy	Commission del credere	Action for money had and received by the defendant to and for the use of the bankrupt, before he became a bankrupt; and for money had and received to and for the use of the plaintiffs, as assignees; to which the defendant pleaded the general issue, non assumpsit. A factor who has a commission del credere is liable to his [foreign] correspondents in the first instance. Special case.
415	3 February 1786	<i>Jackson v. Matravers</i>	King's Bench	--	Marriage	Husband and wife, action by.	Action by husband and wife against third party who was in custody of the marshal of Marshalsea, for beating her. Husband was put to great expense. Third party alleged to have grabbed her by the hair, beaten and kicked her. She was pregnant. Bad on demurrer. Count could not be supported. Copy paper book.
416	28 January 1786	<i>R. v. Inhabitants of Hodnett</i>	King's Bench	99 E.R. 993; 1 Term Rep. 96	Marriage	consent	Person born out of wedlock and under age married without consent, marriage void. Clandestine Marriages Act, 1753, 26 Geo. 2, c. 33, required the consent of the father, guardian, or mother, to the marriage of persons under age, who were not married by banns. Paper book of orders. Shropshire. Scribbled notes: Lord Mansfield.
417	20 January 1786	<i>R. v. Inhabitants of Gresham</i>	King's Bench	99 E.R. 996; 1 Term Rep. 101	Poor law	Settlement	Where the master insisted on turning away his servant, and threw down his wages, which the other took up and then went away, and after the expiration of six days returned at the master's request, and served the remainder of the year, the contract once dissolved cannot be revived. If there is dissolution of service for any part of the year, then even if service is resumed, it shall not gain a settlement. Paper book of orders. Norfolk. Notes: Lord Mansfield: when servant returned it was under a new contract.
418	27 January 1786	<i>Ludford v. Barber</i>	King's Bench	99 E.R. 987; 1 Term Rep. 90	Lease	execution	Action of covenant for rent in arrear. Lease made between A. tenant for life and B. remainder man (named but under age). B. didn't execute lease till 2 years after death of A. Held, lease was void on the death of A. and executor

Catalogue of Dampier Manuscripts in Lincoln's Inn (cont): Buller PB 1--509

[Work in Progress]

MS #	Date	Case	Court	Reported	Type 1	Type 2	Notes
419	8 February 1786	<i>R. v. Inhabitants of Whixley</i>	King's Bench	99 E.R. 1016; 1 Term Rep. 137	Poor law	Settlement	A cattlegate is a tenement whereby a man may gain a settlement. Paper book of restated orders. West Riding of Yorkshire.
420	31 January 1786	<i>Pugh v. Robinson</i>	King's Bench	99 E.R. 1004; 1 Term Rep. 116	Breach of promise, Evidence	Ore tenus principle	Breach of promise (of marriage). The promises and breach presumed to be made before declaration, by a reference to "the ancient practice of declaring ore tenus, the declaration cannot be supposed to have been delivered till the sitting of the Court on that day. Demurrer book and arguments.
421	1 February 1786	<i>R. v. Thomas Spencer Crowther</i>	King's Bench	99 E.R. 1009; (1786) 1 Term Rep. 125	Evidence	witness	A witness swore to the truth of information at the time it was made and later in the presence of the defendant. Conviction quashed. "It was a principle in our law that the evidence must be given in the presence of the defendant, that he might have an opportunity of cross-examining the witness." Shooting a partridge with a gun. Conviction for using gun contra statute 5 Ann. c. 14. Paper book of conviction. Kent. Notes.
422	31 January 1786	<i>Weatherstone v. Hawkins</i>	King's Bench	--	Master and servant	Libel, character reference.	Master wrote to servant's brother in law at his request as to what character he had given of the servant to another intended master. No action will lie for the servant either for the words or the libel. Case for the court. Lord Mansfield: has been held that no action will lie for words in giving a character. Was "much debated in this court and decided in one of those cases". There was no malice.
423	8 February 1786	<i>R. v. Inhabitants of Harberton</i>	King's Bench	99 E.R. 1017; 1 Term Rep. 139	Poor law	Settlement, estoppel	Master received money to buy out remainder of apprentice's term, but did not cancel the indenture. Apprentice served a year with new master. Held gained a settlement. Action of covenant by previous master. Agreement between master and apprentice set up in bar. Indentures considered as cancelled. Estoppel. Scribbled notes only.

Catalogue of Dampier Manuscripts in Lincoln's Inn (cont): Buller PB 1--509

[Work in Progress]

MS #	Date	Case	Court	Reported	Type 1	Type 2	Notes
424	20 January 1786	<i>R. v. George Combes</i>	King's Bench, common law judges opinion.	--	Admiralty	murder	A standing on shore shot at B standing in the sea where he died. The whole offence arose in Admiralty jurisdiction. Copy of indictment. 20 January 1786 All the [common law] judges (absent Lord Loughborough) agreed. Willes J delivered the opinion at the Court of Admiralty at the Old Bailey. Sentence of death. Prisoner executed 23 January 1786. Notes: Mr Garrow, Gould J, Eyre J. Lord Mansfield, "The intention goes along with the ball".
425	31 January 1786	<i>Kirk v. Nowill and Butler</i>	King's Bench	99 E.R. 1006; 1 Term Rep. 118	Bylaw	Forfeiture of goods	Bylaw that goods should be forfeited is illegal. Bylaw cannot provide for forfeiture unless power expressly given. Copy paper book and postea. Scribbled notes.
426	23 May 1786	<i>King v. Pippett</i> [<i>Francis King v Samuel Pippett</i>]	King's Bench	99 E.R. 1070; 1 Term Rep. 235	Election	bribery	Bribery at an election. Small variance in setting out a precept in action for bribery when it does not materially affect the sense does not vitiate. Penalties claimed under 2 Geo. 2, c. 24 (bribery at elections) Scribbled notes. [Name may be correctly "Pippen", judging from paper book, or "Pippin" in the notes, although it is "Pippett" in the report.]
427	29 May 1786	<i>Rubery v. Jervoise</i>	King's Bench	99 E.R. 1067; 1 Term Rep. 229	Lease	Covenant to renew	Covenant permitting lessee to renew 61 year term at any time within 1 year of expiration of 20 years. Lessee cannot renew at the expiration of the last term of 20 years in the lease, if he has omitted to claim a further term at the end of the first and second 20 years in the lease. Copy of issue in demurrer.
428	23 May 1786	<i>Hodgson v. Milnes</i>	King's Bench	--	debt	bond	Debt. Writ of error. From Common Pleas. Bond executed within county palatine of Lancaster. Copy paper book.
429	16 May 1786	<i>Beable v. Dodd</i>	King's Bench	99 E.R. 1047; 1 Term Rep. 193	devise	Married woman	Devise to a married woman to be free of husband's control applies to any husband she may marry. Special case.
430	9 May 1786	<i>Right d. Flower v. Darby</i>	King's Bench	99 E.R. 1029; 1 Term Rep. 159	Landlord and tenant	Ejectment, notice	In ejectment between landlord and tenant notice to quit must be given half a year before the end of the year. Case reserved at assizes for King's Bench. Le Mesurier, Gibbs, Le Mesurier in reply. Ld Mansfield comment. Wiltshire.

Catalogue of Dampier Manuscripts in Lincoln's Inn (cont): Buller PB 1--509

[Work in Progress]

MS #	Date	Case	Court	Reported	Type 1	Type 2	Notes
431	12 May 1786	<i>Milward v. Sargent</i>	King's Bench	--	Parliament	vote	Port and Town of Hastings. Election to parliament. To elect two barons of the town to parliament. Whether action lies against returning officer for refusing a vote where it is not alleged it was done maliciously. Damages. Paper book. Writ of error. Roll 1556.
432	15 February 1786	<i>Thompson v. Councill</i>	King's Bench	99 E.R. 1028; 1 Term Rep. 157	Bankruptcy	Mainten ance	Bankruptcy. A bankrupt is not entitled to any maintenance out of his effects during his examination. Trover. Case for opinion of court. Nisi prius. Tried at Guildhall before Lord Mansfield. Notes, one sentence by Mansfield: "This is a very cruel case; but if the assignees insist upon their claim, this Court cannot assist the defendant."
433	5 May 1786	<i>Trevor v. Wall</i>	King's Bench	99 E.R. 1024; 1 Term Rep. 151	Money had and received	Writ of error	Money had and received. In an action in an inferior court the plea must allege that the money was received within the jurisdiction not only that defendant promised to pay within the jurisdiction. Writ of error. Verdict, scire facias. Errors assigned. Court cannot order a venire de novo when action was in an inferior court. Brief note of argument of Chambre and Wood.
434	9 May 1786	<i>Carter v. Pearce</i>	King's Bench	99 E.R. 1031; 1 Term Rep. 163	Administratio n bond	witness	Surety in administration bond is a good witness to prove a tender by the administrator. Special case. Bond to the Ordinary under 22 and 23 Chas. 2, c. 10. Case tried at assizes at Salisbury before Hotham B.
435	8 May 1786	<i>Phillips v. Payne</i>	King's Bench	--	Bankruptcy	innkeeper	What buying and selling by an innkeeper is not sufficient to make him a bankrupt. Gould J.'s report.
436	--	<i>Willett v. Hudson</i>	King's Bench	--	Bankruptcy	innkeeper	What buying and selling by an innkeeper is sufficient to make him a bankrupt? Report of Heath J. Action on the case. Leicestershire.

Catalogue of Dampier Manuscripts in Lincoln's Inn (cont): Buller PB 1--509

[Work in Progress]

MS #	Date	Case	Court	Reported	Type 1	Type 2	Notes
437	26 May 1786	Lockyer v. Offley	King's Bench	99 E.R. 1079; 1 Term Rep. 252	Marine insurance	Barratry	Insurance. Ship "Hope" from Hamburg to London. Captain engaged in smuggling during the voyage, by sending barrels of brandy ashore on voyage. Ship safely at anchor for 24 hours. Ship not seized until 27th day after she got to anchor. Insurers not liable. The loss as well as the cause of it [did not] arise during the voyage. Copy of Letter from Mansfield to Buller J, saying he was too ill to come to court, written by grandniece Dido Elizabeth Belle. [Original in safe] "This is wrote by Dido..."
438	17 May 1786	<i>Caldwell v. Ball</i>	King's Bench	99 E.R. 1053; 1 Term Rep. 205	Bill of lading	Priority	Bill of lading transfers property of goods at sea. And he who gets the bill of lading first from the owner shall recover. Trover for fifty hogsheads and one hundred and twenty tierces of sugar, and thirty puncheons of rum. Ship "Tyger" from Jamaica to Liverpool. Copy of bill of lading. Note of Willes J.'s judgment.
439	--	<i>R. v. John Pridham</i>	King's Bench	--	Market	Right to sell goods	Conviction for selling goods in a market town where defendant does not inhabit. Paper book of conviction. Scribbled notes.
440	--	<i>R. v. Henry Solomons</i>	King's Bench	--	Lottery	Conviction	Lottery Act. Whether conviction valid or not. Registering a ticket without a licence contrary to Act. Paper book of conviction. Extensive scribbled notes.
441	--	<i>R. v. Henry Solomons</i>	King's Bench	--	Lottery	Conviction	Same case as MS 441. Paper book of conviction in MS 440.
442	24 May 1786	<i>R. v. Thomas Jeffries</i>	King's Bench	--	Lottery	Conviction	Lottery Act. Whether conviction valid. Whether offence committed within jurisdiction of justices. Not stated in information. Paper book of conviction. A gives money to B on promise that f B's lottery ticket is a winning ticket, B will give A a larger sum.

Catalogue of Dampier Manuscripts in Lincoln's Inn (cont): Buller PB 1--509

[Work in Progress]

MS #	Date	Case	Court	Reported	Type 1	Type 2	Notes
443	13 May 1876, 27 May 1786 order affirmed.	<i>R. v Inhabitants of Woodland</i>	King's Bench	99 E.R. 1084; 1 Term Rep. 261	Poor law	Fraud	Fraudulent letting will not give a settlement. Sessions drew conclusion of fraud from facts found. Whether court can draw its own conclusion as to fraud, in what case and what is fraud. Paper book of restated orders. Day labourer rented land on day he was examined by justices. Did not disclose it. Willes did not think it necessary in this case to give an absolute opinion upon the general question, whether, when the sessions have stated all the facts particularly, and drawn a conclusion of fraud from those facts, this Court have a right to examine into the propriety of such conclusion; because they were all of opinion that the conclusion of the justices upon the facts stated in this case, that it was a fraudulent taking, was right. See MS 410
444	17 May 1786	<i>R. v. St. Peter, Derby</i>	King's Bench	99 E.R. 1060; 1 Term Rep. 218	Poor law	Settlement certificate	Certificate is discharged by a new certificate. Paper book of orders. Derbyshire.
445	17 May 1786	<i>R. v. Edward Trelawny</i>	King's Bench	--	Lottery	conviction	What convictions good under Lottery Act. Statement of case. Paper book of conviction. London.
446	5 February 1785	<i>R. v. Hull Dock Co.</i>	King's Bench	99 E.R. 1061; 1 Term Rep. 219	Poor law	dock	Shares in a dock rateable to poor tho' by Act of Parliament made personal property. Copy of Orders. Restated order. 14 Geo. 3 c. 56.
447	-- 26 Geo. 3	<i>R. v. Downes</i>	King's Bench	--	Statute. Marriage	Commencement	Statute. "From and after the making of this Act". First day of session or Royal Assent? What evidence to be given re date of Royal Assent. "An Act to annul and make voyd a marriage between Mary Wharton and James Campbell Esq." Copy of Act included. Copious scribbled notes. 12 Chas. 2 c. 11 s.9 (pardon). 6 & 7 Will [& Mar] [c. 20] (pardon for offences before 29 April 1695). Doesn't seem to bear any relation to report <i>R. v. Downes</i> 99 E.R. 1193; (1786) 1 Term Rep. 453
448	24 May	<i>R. v. Inhabitants of</i>	King's	99 E.R. 1073;	Poor law	Settlement	Grant of a copyhold, whether a purchase within Act, or a

Catalogue of Dampier Manuscripts in Lincoln's Inn (cont): Buller PB 1--509

[Work in Progress]

MS #	Date	Case	Court	Reported	Type 1	Type 2	Notes
	1786	<i>Warblington</i>	Bench	1 Term Rep. 241		t, purchase	gift. 9 Geo. 1, c. 7, s. 5. Whether a settlement. Copy of order of sessions.
449	-- 26 Geo. 3	<i>Walton v. Shelley</i>	King's Bench	99 E.R. 1104; 1 Term Rep. 296	Bond, usury	Party to security as a witness against it.	A person is not a competent witness to impeach a security which he has given, though he is not interested in the outcome of the suit. Lord Mansfield -- of late years (since Lee LCJ) the Courts have endeavoured, as far as possible, consistent with older authorities, to let the objection go to the credit rather than to the competency, of a witness. Extensive scribbled notes.
450	-- 26 Geo. 3	<i>Alexander v. Owen</i>	King's Bench	99 E.R. 1064; 1 Term Rep. 225	Contract, assumpsit.	illegality	A party to an illegal contract shall not be permitted to recover unless he comes to rescind the whole contract. Assumpsit. Extensive scribbled notes.
451	1 July 1786	<i>R. v. Inhabitants of Maple Durham</i>	King's Bench	--	Bigamy	pauper	Pauper admitted bigamous marriage. Other evidence must be received in addition to a conviction. Paper book orders.
452	26 June 1786	<i>Belfour v. Weston</i>	King's Bench	99 E.R. 1112; 1 Term Rep. 310	Covenant	rent	In covenant for rent, it is no plea that house burned down. Middlesex. Copy of demurrer book. Statement of case. Notes. Note of Pindar v Ainsley (unreported).
453	28 June 1786	<i>R. v. John Fearnley</i>	King's Bench	168 E.R. 314; 1 Leach 425; 99 E.R. 1115; 1 Term Rep. 316	Indictment	Caption, demurrer	A defect in the caption of an indictment may be taken advantage of in a demurrer. Paper book of demurrer. Leave to withdraw demurrer. Caption to be amended. Ashurst and Buller thought indictment defective. Lord Mansfield and Willes, have doubts. Case from Quarter Sessions, document.
454	28 June 1786	<i>R. v. Samuel Hall</i>	King's Bench	99 E.R. 1117; 1 Term Rep. 320	Religion, Church of England	Unauthorized service. Informer.	Accused conducted a religious service (in his own house) not in accordance with liturgy of Church of England i.e. a conventicle (more than 5 persons, other than members of family), contrary to statute, 22 Chas. 2, c. 1 (Conventicles Act 1670). Informer. Statement of case by justices and quarter sessions. Accused Convicted, affirmed. Fined. Lincolnshire.

Catalogue of Dampier Manuscripts in Lincoln's Inn (cont): Buller PB 1--509

[Work in Progress]

MS #	Date	Case	Court	Reported	Type 1	Type 2	Notes
455		<i>Horton v. Whitaker</i>	King's Bench from Chancery .	99 Eng. Rep. 1131; 1 T. R. 346; 29 E.R. 51; 2 Bro. C.C. 88	will	Estates, condition.	Case referred by Court of Chancery for opinion of Court of King's Bench. Real estates devised in Will of Edward Busby. What is a trust and what is an estate. Whether condition, if that is what it was, applied only to life estate or to all subsequent limitations. Extract from Prerogative Court of Canterbury.
456		<i>R. v. Inhabitants of Alresford</i>	King's Bench	99 E.R. 1138; 1 Term Rep. 358	Poor law	Fishery	Where the pauper rented the fishery of a pond for £10 a year, held that the soil passed with it, and that it was a tenement within the statute 9 & 10 W. 3, c. 11. The pauper's taking a tenement of £10 a year is sufficient to give a settlement, though the lessor has no title.
457	30 June 1786	<i>Gundry v. Feltham</i>	King's Bench	99 E.R. 1125; 1 Term Rep. 334	Trespass	foxhounds	A man may justify a trespass with foxhounds in pursuit of a fox if he does no more than necessary to kill the fox. Dorsetshire. Detailed plea.
458	30 June 1786 argument ; 27 November 1787judgment	<i>De Hahn v. Hartley</i>	King's Bench	99 E.R. 1130; 1 Term Rep. 343	Marine insurance	Warranty; ship captured by enemy; slaves	Ship "Juno" from West Africa to West Indies. Sailed from Liverpool with 14 six pounders, 50 hands or more. Slaves valued at £30 a head. Ship captured by the enemy, i.e. French. Held Whatever is written in the margin of a policy of insurance is a warranty. Copy of special verdict. Written detailed plea. Lloyd's printed insurance form, January, 1779, completed
459		<i>Lord Bute v. Grindall</i>	King's Bench	99 E.R. 1127; 1 Term Rep. 338	Poor law	Ranger of park	Ranger of a royal park is rateable to the poor, as such. Richmond, Surrey. Copy record and special verdict. Note of Mansfield judgment.
460	30 June 1786 argument ; 27 November 1787judgment	<i>Tyndall v. Browne</i>	King's Bench	--	Promissory note	payment refused, notice	Notice must be given to indorsor of promissory note on the day after it is due and payment refused, if parties all live in the same place or he is discharged. Copy record and special verdict.

Catalogue of Dampier Manuscripts in Lincoln's Inn (cont): Buller PB 1--509

[Work in Progress]

MS #	Date	Case	Court	Reported	Type 1	Type 2	Notes
461	21 June 1786	<i>R. v. Inhabitants of Sandford</i>	King's Bench	99 E.R. 1095; 1 Term Rep. 281	Poor law	Settlement, apprentice	Apprentice served 5 years in a parish, then master recommended him to another master in another parish. Held did not gain a settlement either as apprentice or hired servant. Master must give express consent to move. Apprentice can join one period of service to later one, notwithstanding intervening settlement. Devonshire. Paper book of orders.
462		<i>Brown v. Dixon</i>	King's Bench	99 E.R. 1091; 1 Term Rep. 274	Trover, Case	Joinder.	Trover and Case (trespass on the special case) for not delivering a [hunting] dog may be joined together in same action. Joinder of action.
463		<i>Topping v. Ryan</i>	King's Bench	99 E.R. 1065; 1 Term Rep. 227; 99 E.R. 1090; 1 Term Rep. 273	debt	Civil imprisonment, demurrer	Prisoner in custody of marshal. Judgment obtained against him, but execution sought for £5 more than he owed. Execution set aside. Discharged because of defect in judgment. Plaintiff then sought execution for debt actually due. Court made no order as to second execution because plaintiff had not formally given notice to abandon original one. Demurrer book. Kent.
464		<i>R. v. Inhabitants of Newington</i>	King's Bench	99 E.R. 1136; 1 Term Rep. 354	Poor law	Settlement	If pauper leaves parish to which certificate refers, without intention to return, certificate is at an end.
465	12 May 1786	<i>Cazalet v. St Barbe</i>	King's Bench	99 E.R. 1044; 1 Term Rep. 187	Marine insurance	loss	The ship arrived at her port of discharge in a state not worth repairing, yet this is only an average loss and the owners can't abandon. Special case. Statement of case for the opinion of the court.
466	23 June 1786	<i>Nutt v. Bourdieu</i>	King's Bench	99 E.R. 1119; 1 Term Rep. 323	Marine insurance	Barratry	Barratry (damage to ship or cargo) is the crime of the master against the owners of the ship and cannot be committed with their consent.
467	undated	<i>Bartholemew v. Sherwood</i>	King's Bench	--	Bankruptcy	trading	Bankruptcy. What is sufficient evidence of trading. Report of Eyre B to Buller J.
468	17 November 1786	<i>Churchill v. Wilkins</i>	King's Bench	99 E.R. 1189; 1 Term Rep. 447	contract	declaration	Declaration stated agreement was to buy all defendant's tallow at given price. Agreement was for that price or so much more as plaintiff should give to any other person. Held a fatal variance. Report of Eyre B to Buller J. summer

Catalogue of Dampier Manuscripts in Lincoln's Inn (cont): Buller PB 1--509

[Work in Progress]

MS #	Date	Case	Court	Reported	Type 1	Type 2	Notes
							assizes at Oxford before Eyre B. Action on the case.
469	18 November 1786	<i>R. v. Hawkesworth</i>	King's Bench	--	Lottery Act	convictions	What convictions on Lottery Act good or bad. Paper book. 22 Geo. 3 c. 47. Westminster.
470	undated	<i>Roe d. Priestman v. Tripp</i>	King's Bench	--	Bankruptcy	commission	what evidence of commission in assignment of bankruptcy. Effects out of reach of process of court. Report signed by Lord Loughborough CJCP
471	undated	<i>Wright v. Mercer</i>	King's Bench	--	gamekeeper	Game licence	Gamekeeper [of Duke of Dorset] shot game outside his manor tho' he had a licence to shoot within it, liable for penalty under 25 Geo. 3 c. [50]. Report signed by Lord Loughborough CJCP
472	undated	<i>Doe d. Webb v. Shuter</i>	King's Bench	--	lessor	Receipt of rent. Forfeiture.	Lessor with power of entry on assignment without licence in writing receives rent due after notice: that is a waiver of the forfeiture and a bar to ejectment. Report signed by Lord Loughborough CJCP
473	22 November 1786	<i>R. v The Inhabitants of Fillongley</i>	King's Bench	99 E.R. 1195; 1 Term Rep. 458	Poor law	Settlement	Where a pauper paid £8 a year in rent in parish A and held another tenement in the adjoining parish of B to value of £2 a year under a parol demise from his brother as tenant at will paying no rent, it is a sufficient taking of a tenement of £10 per annum or more under the 13 & 14 Chas. 2 c. 12 and outside the statute requiring removal of persons likely to be "a burden on parish". Gained a settlement. Two justices removed, by an order, Mary Watson widow, and her five children, from the parish of Bedworth, in the county of Warwick, to the parish of Fillongley; which order was confirmed by the sessions, but quashed on appeal. Paper book of order. Warwickshire.
474	14 November 1786	<i>Prosser v. Hyde</i>	King's Bench	--	Appeal from justices	horses	Appeal from conviction before justices of peace on the statute for licensing horses [24 Geo. 3 sess. 2 c. 31.] must be at next sessions after conviction. Act gave duties to king on horses kept for riding or hire. Case for the opinion of the court.

Catalogue of Dampier Manuscripts in Lincoln's Inn (cont): Buller PB 1--509

[Work in Progress]

MS #	Date	Case	Court	Reported	Type 1	Type 2	Notes
475	14 November 1786	<i>Swift d. Huntley v. Gregson</i>	King's Bench	99 E.R. 1180; 1 Term Rep. 432	power	exercise	Power to give to such children as A shall direct. A give whole to one in tail and remainder to another in fee. Valid exercise of power. Case reserved at Durham assizes for opinion of King's Bench.
476	14 November 1786	<i>Holdfast d. Cowper v. Marten</i>	King's Bench	99 E.R. 1168; 1 Term Rep. 411	will	"estate"	"I give my estate to B" conveys a fee [simple]. Berkshire summer assizes. Ejectment.
477	10 November 1786	<i>Roxburgh v. Nielson</i>	King's Bench	--	debt	demurrer	If debt will lie for the third part of a penny. Copy of demurrer book.
478	25 November 1786	<i>R v. Inhabitants of Skiplam</i>	King's Bench	99 E.R. 1214; 1 Term Rep. 490	Poor law	Pauper, settlement	Pauper hired a day after Martinmas until Martinmas gains a settlement. North Riding, Yorkshire. Paper book orders.
479	undated	<i>Bickerdike, assignee of Richard, a bankrupt v. Bollman</i>	King's Bench	99 E.R. 1164; 1 Term Rep. 405	Bankruptcy	Bill of exchange	If bill of exchange drawn on a person who has no effects and refuses to accept it, it is not payment for drawer nor is notice necessary to be given of non-acceptance. Copy of order in nisi prius. Buller J.
480	9 November 1786	<i>Brock v. Richardson</i>	King's Bench	99 E.R. 1176; 1 Term Rep. 427	prohibition	modus	In prohibition if modus found different from what stated there shall be judgment for defendant but no consultation. Report by Mr Justice Heath, one page, small sheet.
481	Undated	<i>Shetelworth v. Nevill[e]</i>	King's Bench	99 E.R. 1194; 1 Term Rep. 454	heir	repairs	Heir cannot retain for money laid out on repairs.
482	17 November 1786	<i>Maude v. Rawling</i>	King's Bench	--	Trover	Ships	Trover will not lie for moiety of ship against the owner of the moiety who has possession of it.
483	Undated	<i>Birch v. Wright</i>	King's Bench	99 E.R. 1148; 1 Term Rep. 378	Mortgage	Rent, attornmen t	Special case. Mortgagee or grantee of reversion may maintain assumpsit for rents unpaid when he gives notice tho' he has never been in actual possession. Effect of statute 4 Ann as to attornment.

Catalogue of Dampier Manuscripts in Lincoln's Inn (cont): Buller PB 1--509

[Work in Progress]

MS #	Date	Case	Court	Reported	Type 1	Type 2	Notes
484	10 November 1786	<i>Doe d. Bruton v Freeman</i>	King's Bench	--	Will	widow	Devise for wife for life if she remains a widow, but if she remarries, to the son at 23. She remarried. She can have the estate until son becomes 23. Special case.
485	24 November 1786	<i>Denn d. Goodwin v. Spray</i>	King's Bench	99 E.R. 1201; 1 Term Rep. 466	copyhold	Custom, evidence.	Custom that copyhold in absence of son should descend to sisters will not extend to brother's children. Ancient manuscript passed from steward of manor to steward accepted as evidence. Derby summer assizes. Special case.
486	24 November 1786	<i>Smith v. Milles</i>	King's Bench	99 E.R. 1205; 1 Term Rep. 475	Bankruptcy	Sheriff	Trespass will not lie against sheriff who takes and sells goods after the act of bankruptcy and before the issuing of the commission. Demurrer. Paper book.
487	9 February 1784	<i>Wadham v. Marlow</i>	King's Bench	99 E.R. 764; 4 Doug. K.B. 54	Bankruptcy	rent	Was bankrupt liable for rent which becomes due after bankruptcy? Demurrer. Marshalsea. Debtor. Paper book.
488	14 November 1786	<i>Smith v. Mapleback (in Replevin)</i>	King's Bench	99 E.R. 1186; 1 Term Rep. 441	Lease	surrender	What shall amount to a surrender of a lease. Special case. Notes: Shepherd.
489	14 November 1786	<i>Rogers v. Reeves</i>	King's Bench	99 E.R. 1171; 1 Term Rep. 418	Bail	Promise to sheriff	Special case. Promise to sheriff's officer to put in bail, surrender defendant or pay debts, costs in consideration of his letting defendant escape, is void under statute 23 Hen. 6. Otherwise if made to plaintiff. Notes: Cowper.
490	7 February 1787	<i>R. v. Sadler</i>	King's Bench	--	Poaching. fish	Inclosed ground	Conviction for killing or attempting to kill fish. Did not say on inclosed ground. Bad.
491	Undated	<i>Seward v. Baker</i>	King's Bench	99 E.R. 1283; 1 Term Rep. 616	Tolls, customs	Indebitatis assumpsit	Indebitatis assumpsit good for toll on demurrer. Notes: Bower.
492	25 November 1786	<i>Jaques v. Withy</i>	King's Bench	99 E.R. 1249; 1 Term Rep. 557	Debt	Civil imprisonment, final process.	Where a prisoner in execution (final process) is discharged by the consent of his creditor upon giving a fresh security to satisfy the judgment, which is then defeated for mere informality, judgment is satisfied. Notes: Morgan, Wood.

Catalogue of Dampier Manuscripts in Lincoln's Inn (cont): Buller PB 1--509

[Work in Progress]

MS #	Date	Case	Court	Reported	Type 1	Type 2	Notes
492a	3 February 1787	<i>Churchwardens of Enfield v. Middleditch</i>	King's Bench	--	Churchwardens	Corporation	Churchwardens of parish made a corporation; they may sue by that description without mentioning their Christian or surnames. Brief states "there is an Act of parliament which made churchwardens of Enfield a corporation." Notes: Palmer. 10 Co. Rep. 66, <i>Churchwardens Case</i> ; 1 Cro. 145.
493	Undated	<i>Bowerbank v. Walker</i>	King's Bench	--	Habeas corpus, debt	demurrer	Where cause removed by habeas corpus cum causa, plaintiff must declare de novo. Marshalsea, custody of marshal. Statement of case, Notes. Demurrer.
494	30 January 1787	<i>Doe d. Lyde v. Lyde</i>	King's Bench	99 E.R. 1269; 1 Term Rep. 593	Will, devise	Term for life	Special case. Devise of a term to G and wife for their lives then to children of G share and share alike, then if G die without issue of his body then to RL for life with remainder over. Remainder over good if G die without issue. Notes. Case for opinion of court. Noted arguments of Morgan and Wood. Parish of St Mary le Bone, Middx.
495	7 February 1787	<i>R. Inhabitants of Maddern</i>	King's Bench	--	Poor law	rate	Appeal against poor rate because some persons omitted. No notice need be given to persons omitted and sessions must quash and can't amend it. Appeal from Quarter Sessions. Notes, Lawrence and note of opinion of court by Ashhurst J.
496	6 February 1787	<i>Winch v. Kieley</i>	King's Bench	99 E.R. 1284; (sub nom Winch v Keeley) 1 Term Rep. 619	Bankruptcy	Assignment of debt.	A debt assigned by a bankrupt does not pass under the commission. demurrer book. Scribbled notes: Morgan; Lawrence, Ashhurst.
497	30 January 1787	<i>Roe d. Nightingale v. Quartley</i>	King's Bench	99 E.R. 1290; 1 Term Rep. 630	Will, devise	Right heirs	Devise to the right heirs of husband and wife is a devise to a child of both and if no preceding estate be given to father or mother, such child shall take as purchaser. Case.
498	14 May 1787	<i>Shove v. Webb</i>	King's Bench	99 E.R. 1348; 1 Term Rep. 732	annuity	memorial	Annuity set aside for want of memorial, yet assumpsit lies to recover the consideration. Special case.
498.a.	4 May 1787	<i>Roe d. Sampson v. Down and Pitches</i>	King's Bench	--	Devise. Life estate	Trust for sale	Devise by man to his wife of a house etc in case she should choose to reside and live therein, then after her

Catalogue of Dampier Manuscripts in Lincoln's Inn (cont): Buller PB 1--509

[Work in Progress]

MS #	Date	Case	Court	Reported	Type 1	Type 2	Notes
							death to his son. If she should not reside, then on trust for sale, but will vest house etc in son (?).
499	1 May 1787	<i>Laycock v. Tufnell</i>	King's Bench	--	Replevin. Demurrer.	Set-off	No set-off in replevin. <i>Absolon v. Knight</i> East 16 Geo. 2. CP. [<i>Absolon v Knight and Barber</i> (1742) Barnes 450 94 E.R. 998]. demurrer.
500	16 May 1787	<i>R. v. Inhabitants of Sulgrave</i>	King's Bench	99 E.R. 1374; 1 Term Rep. 778	Poor law. Settlement	hiring	If the service continued tho' a part of the time was without a hiring it shall gain a settlement. Chippenwarden, Northants. Clearly written statement of case of churchwardens and case stated for opinion of King's Bench. Note: Sulgrave Manor is the ancestral home of George Washington's family.
501	12 May 1787	<i>R. v. Hogg</i>	King's Bench	99 E.R. 1341; 1 Term Rep. 721	Poor law	Cotton carding machine rateable	A house and machine for carding cotton are rateable for the poor. Lancashire. Copy of restated orders. Clearly written statement of case before justices of peace.
502	23 June 1787	<i>Unwin v. Wolseley</i>	King's Bench	99 E.R. 1314; 1 Term Rep. 674	contract	Crown	Person who contracts on behalf of government tho' under seal is not liable to any action on it. Demurrer and paper book.
503	2 May 1787	<i>R. v. Inhabitants of Mursley</i>	King's Bench	99 E.R. 1348; 1 Term Rep. 732	Poor law. Settlement	hiring	Hiring for less than a year, tho' for the purpose of avoiding a settlement, will not give one. [Not fraudulent.] Paper book of orders.
504	2 May 1787	<i>R. v. Clarke</i>	King's Bench	--	Trinity House	constable	Younger brethren of Trinity House not exempt from service of office of constable. Middlesex. Paper book of special verdict.
505	4 May 1787	<i>Doe d. Ellis and Medwin v. Sandham</i>	King's Bench	99 E.R. 1332; 1 Term Rep. 705	Lease for years	Power in settlement	Lease for years by tenant for life under a power, to reserve usual covenants. Unusual covenant by lessor. Lease void. Action on the Case.
506	27 April 787	<i>Duberley v. Page</i>	King's Bench	100 E.R. 211; 2 Term Rep. 391	manor	Common land	Lord may approve if there be sufficient common left within the manor tho' not in the waste. Brief of pleadings.

Catalogue of Dampier Manuscripts in Lincoln's Inn (cont): Buller PB 1--509

[Work in Progress]

MS #	Date	Case	Court	Reported	Type 1	Type 2	Notes
507	15 May 1787	<i>Goodtitle d. Norris v. Morgan</i>	Hereford assizes, King's Bench	99 E.R. 1360; 1 Term Rep. 755, KB	Mortgage	Assignmen t, notice, title deeds	2 nd mortgagee who takes an assignment to attend the inheritance, and has all the title deeds, may recover in ejectment against the first mortgagee, not having had notice of such prior mortgage. Case.
508	14 May 1787	<i>Smith d. Richards v. Clyfford</i>	King's Bench	99 E.R. 1351; 1 Term Rep. 738	Settlement	recovery	Tenant for years, and (base) tenant for life with remainder to his first and other sons in tail, remainder to himself in tail, suffer a recovery. This is not a forfeiture of his estate nor does it divest the estate limited to the sons. Copy special case. Ashhurst J opinion of court. Co. Lit. 356. 14 Eliz. I c. 8
509	15 May 1787	<i>l'Anson v. Stuart</i>	King's Bench	--	Libel	swindler	Plea to an action for a libel charging a man with being a swindler must state particularly whom he cheated. Copy of pleadings. Judgment for the plaintiff in error.