

G

G. In the Law French orthography, this letter is often substituted for the English W, particularly as an initial. Thus, "gage" for "wage," "garranty" for "warranty," "gast" for "waste."

GABEL. An excise; a tax on movables; a rent, custom, or service. Co. Litt. 142a, 213.

Land Gabel

See Land.

GABELLA. The Law Latin form of "*gabel*," (*q. v.*)

GABLATORES. Persons who paid *gabel*, rent, or tribute. Domesday; Cowell.

GABLUM. A rent; a tax. Domesday; Du Cange. The gable-end of a house. Cowell.

GABULUS DENARIORUM. Rent paid in money. Seld. Tit. Hon. 321.

GADSDEN PURCHASE. A term commonly applied to the territory acquired by the United States from Mexico by treaty of December 30, 1853, known as the Gadsden Treaty.

GAFFOLDGILD. The payment of custom or tribute. Scott.

GAFFOLDLAND. Property subject to the gaffoldgild, or liable to be taxed. Scott.

GAFOL. The same word as "*gabel*" or "*gavel*." Rent; tax; interest of money.

GAGE, v. In old English law. To pawn or pledge; to give as security for a payment or performance; to wage or wager.

GAGE, n.

In Old English Law

A pawn or pledge; something deposited as security for the performance of some act or the payment of money, and to be forfeited on failure or non-performance. Glanv. lib. 10, c. 6; Britt. c. 27.

A mortgage is a *dead-gage* or pledge; for, whatsoever profit it yields, it redeems not itself, unless the whole amount secured is paid at the appointed time. Cowell.

In French Law

The contract of pledge or pawn; also the article pawned.

In General

—**Gage, estates in.** Those held *in vadio*, or pledge. They are of two kinds: (1) *Vivum vadium*, or living pledge, or *vifgage*; (2) *mortuum vadium*, or dead pledge, better known as "mortgage."

GAGER DE DELIVERANCE. In old English law. When he who has distrained, being sued, has not delivered the cattle distrained,

then he shall not only avow the distress, but *gager deliverance, i. e.*, put in surety or pledge that he will deliver them. Fitzh. Nat. Brev.

GAGER DEL LEY. Wager of law (*q. v.*).

GAIN. Profits; winnings; increment of value. Gray v. Darlington, 15 Wall. 65, 21 L. Ed. 45; Thorn v. De Breteuil, 86 App. Div. 405, 83 N. Y. S. 849. Difference between receipts and expenditures; pecuniary gain. Stanton v. Zercher, 101 Wash. 383, 172 P. 559, 562; Ray v. School Dist. of Lincoln in Lancaster County, 105 Neb. 456, 181 N. W. 140, 141; Rooney v. City of Omaha, 105 Neb. 447, 181 N. W. 143, 145.

GAINAGE. The gain or profit of tilled or planted land, raised by cultivating it; and the draught, plow, and furniture for carrying on the work of tillage by the baser kind of *sokemen* or *villeins*. Bract. l. i. c. 9.

GAINERY. Tillage, or the profit arising from it, or from the beasts employed therein.

GAINOR. In old English law. A sokeman; one who occupied or cultivated arable land. Old Nat. Brev. fol. 12.

GAJUM. A thick wood. Spelman.

GALE. The payment of a rent, tax, duty, or annuity.

A gale is the right to open and work a mine within the Hundred of St. Briavel's, or a stone quarry within the open lands of the Forest of Dean. The right is a license or interest in the nature of real estate, conditional on the due payment of rent and observance of the obligations imposed on the galee. It follows the ordinary rules as to the devolution and conveyance of real estate. The galee pays the crown a rent known as a "galeage rent," "royalty," or some similar name, proportionate to the quantity of minerals got from the mine or quarry. Sweet.

GALEA. In old records. A piratical vessel; a galley.

GALENES. In old Scotch law. Amends or compensation for slaughter. Bell.

GALLI-HALFPENCE. A kind of coin which, with suskins and doitkins, was forbidden by St. 3 Hen. V. c. 1.

GALLIVOLIATUM. A cock-shoot, or cock-glade.

GALLON. A liquid measure, containing 231 cubic inches, or four quarts. The imperial gallon contains about 277, and the ale gallon 282, cubic inches. Hollender v. Magone (C. C.) 38 F. 914; Nichols v. Beard (C. C.) 15 F. 437.

GALLOWES. A scaffold; a beam laid over either one or two posts, from which malefactors are hanged.

GAMACTA. In old European law. A stroke or blow. Spelman.

GAMALIS. A child born in lawful wedlock; also one born to betrothed but unmarried parents. Spelman.

GAMBLE. To game or play at a game for money. Buckley v. O'Neil, 113 Mass. 193, 18 Am. Rep. 466. The word "gamble" is perhaps the most apt and substantial to convey the idea of unlawful play that our language affords. It is inclusive of hazarding and betting as well as playing. Bennett v. State, 2 Yerg. (Tenn.) 474. Allen v. Commonwealth, 178 Ky. 250, 198 S. W. 896, 897.

—Commercialized gambling. Such gambling as is a source of sure and steady profit. State v. Gardner, 151 La. 874, 92 So. 368, 371.

—Common gambler. One who furnishes facilities for gambling, or keeps or exhibits a gambling table, establishment, device, or apparatus. People v. Sponsler, 1 Dak. 291, 46 N. W. 459, citing cases.

—Gambler. One who follows or practices games of chance or skill, with the expectation and purpose of thereby winning money or other property. Buckley v. O'Neil, 113 Mass. 193, 18 Am. Rep. 466; Mitchell v. State, 9 Okl. Cr. 172, 130 P. 1175, 1176; Brannon v. State, 16 Ala. App. 259, 76 So. 991, 993.

—Gambling device. A machine, implement, or contrivance of any kind for the playing of an unlawful game of chance or hazard. In re Lee Tong (D. C.) 18 F. 257; State v. Hardin, 1 Kan. 477; Ah Poo v. Stevenson, 83 Or. 340, 163 P. 822, 824; Everhart v. People, 54 Colo. 272, 130 P. 1076, 1080; Moore v. State, 9 Okl. Cr. 9, 130 P. 517, 518; State v. McTeer, 129 Tenn. 535, 167 S. W. 121, 122.

—Gambling policy. In life insurance. One issued to a person, as beneficiary, who has no pecuniary interest in the life insured. Otherwise called a "wager policy." Gambs v. Covenant Mut. L. Ins. Co., 50 Mo. 47.

GAME. Wild birds and beasts.

Birds and beasts of a wild nature, obtained by fowling and hunting. Bacon, Abr. See Coolidge v. Choate, 11 Metc. (Mass.) 79. The term is said to include (in England) hares, pheasants, partridges, grouse, heath, or moor game, black game, and bustards. Brown. See 1 & 2 Wm. IV. c. 32. Graves v. Dunlap, 87 Wash. 648, 152 P. 532, 533, L. R. A. 1916C, 333, Ann. Cas. 1917B, 944; Crabtree v. State, 123 Ark. 68, 184 S. W. 430.

A sport, pastime or contest. Lasseter v. O'Neill, 162 Ga. 826, 135 S. E. 78, 80, 49 A. L. R. 1076; Lofos v. McKee, 100 Conn. 541, 124

A. 380, 381; Everhart v. People, 54 Colo. 272, 130 P. 1076, 1077. See Gaming.

—Game-keeper. One who has the care of keeping and preserving the game on an estate, being appointed thereto by a lord of a manor.

—Game-laws. Laws passed for the preservation of game. They usually forbid the killing of specified game during certain seasons or by certain described means. As to English game-laws, see 2 Steph. Comm. 82; 1 & 2 Wm. IV. c. 32.

—Game of chance. One in which the result, as to success or failure, depends less upon the skill and experience of the player than upon purely fortuitous or accidental circumstances, incidental to the game or the manner of playing it or the device or apparatus with which it is played, but not under the control of the player. A game of skill, on the other hand, although the element of chance necessarily cannot be entirely eliminated, is one in which success depends principally upon the superior knowledge, attention, experience, and skill of the player, whereby the elements of luck or chance in the game are overcome, improved, or turned to his advantage. People v. Lavin, 179 N. Y. 164, 71 N. E. 753, 66 L. R. A. 601; Stearnes v. State, 21 Tex. 692; Harless v. U. S., Morris. (Iowa) 172; Wortham v. State, 59 Miss. 182; State v. Gupton, 30 N. C. 271; State v. Randall, 121 Or. 545, 256 P. 393, 394.

GAMING. An agreement between two or more persons to play together at a game of chance for a stake or wager which is to become the property of the winner, and to which all contribute. In re Stewart (D. C.) 21 F. 398; People v. Todd, 51 Hun, 446, 4 N. Y. S. 25; State v. Shaw, 39 Minn. 153, 39 N. W. 305; State v. Morgan, 133 N. C. 743, 45 S. E. 1033; Bell v. State, 5 Sneed (Tenn.) 507; Allen v. Commonwealth, 178 Ky. 250, 198 S. W. 896, 898; Carpenter v. Beal-McDonnell & Co. (D. C.) 222 F. 453, 460.

In general, the words "gaming" and "gambling," in statutes, are similar in meaning, and either one comprehends the idea that, by a bet, by chance, by some exercise of skill, or by the transpiring of some event unknown until it occurs, something of value is, as the conclusion of premises agreed, to be transferred from a loser to a winner, without which latter element there is no gaming or gambling. Bish. St. Crimes, § 858. Town of Eros v. Powell, 137 La. 342, 68 So. 632, 634; Reinmiller v. State, 93 Fla. 462, 111 So. 633, 635.

It is not necessary that the player shall hazard what he plays, but it is equally "gambling" if he may win by chance more than the value expended by him. Nelson v. State, 37 Okl. Cr. 90, 256 P. 939, 940; City of Moberly v. Deskin, 169 Mo. App. 672, 155 S. W. 842, 843.

To constitute "gambling," winner must either pay consideration for his chance to win, or without paying anything in advance stand chance to lose or win. R. J. Williams Furniture Co. v. McComb Chamber of Commerce, 112 So. 579, 580, 147

GAMING.

Miss. 649, 57 A. L. R. 421; *Almy Mfg. Co. v. City of Chicago*, 202 Ill. App. 240.

"Gaming" is properly the act or engagement of the players. If by-standers or other third persons put up a stake or wager among themselves, to go to one or the other according to the result of the game, this is more correctly termed "betting."

—**Gaming contracts.** See *Wager*.

—**Gaming-houses.** In criminal law. Houses in which gambling is carried on as the business of the occupants, and which are frequented by persons for that purpose. They are nuisances, in the eyes of the law, being detrimental to the public, as they promote cheating and other corrupt practices. 1 Russ. Crimes, 299; Rosc. Crim. Ev. 663; *People v. Jackson*, 3 Denio (N. Y.) 101, 45 Am. Dec. 449; *Anderson v. State* (Tex. App.) 12 S. W. 869; *People v. Weithoff*, 51 Mich. 203, 16 N. W. 442, 47 Am. Rep. 557; *Morgan v. State*, 42 Tex. Cr. R. 422, 60 S. W. 763.

—**Gaming table.** Any table that may be used for playing games of chance for money or property. *State v. Leaver*, 171 Mo. App. 371, 157 S. W. 821, 822; *Everhart v. People*, 54 Colo. 272, 130 P. 1076, 1080.

GANANCIAL PROPERTY. In Spanish law. A species of community in property enjoyed by husband and wife, the property being divisible between them equally on a dissolution of the marriage. 1 Burge, Conf. Law, 418. See *Cartwright v. Cartwright*, 18 Tex. 634; *Cutter v. Waddingham*, 22 Mo. 254; *Stephens v. Stephens* (Tex. Civ. App.) 292 S. W. 290, 292. See *Community*.

GANANCIAS. In Spanish law. Gains or profits resulting from the employment of property held by husband and wife in common. *White*, New Recop. b. 1, tit. 7, c. 5.

GANG-WEEK. The time when the bounds of the parish are lustrated or gone over by the parish officers,—rogation week. Enc. Lond.

GANGIATORI. Officers in ancient times whose business it was to examine weights and measures. *Skene*.

GANTELOPE (pronounced "gauntlett.") A military punishment, in which the criminal running between the ranks receives a lash from each man. Enc. Lond. This was called "running the gauntlett."

GAOL. A prison for temporary confinement; a jail; a place for the confinement of offenders against the law.

There is said to be a distinction between "gaol" and "prison;" the former being a place for temporary or provisional confinement, or for the punishment of the lighter offenses and misdemeanors, while the latter is a place for permanent or long-continued confinement, or for the punishment of graver crimes. In modern usage, this distinction is commonly taken between the words "gaol" and

"penitentiary," (or state's prison,) but the name "prison" is indiscriminately applied to either. See, also, *Jail*.

GAOL DELIVERY. In criminal law. The delivery or clearing of a gaol of the prisoners confined therein, by trying them.

In popular speech, the clearing of a gaol by the escape of the prisoners.

GAOL LIBERTIES, GAOL LIMITS. A district around a gaol, defined by limits, within which prisoners are allowed to go at large on giving security to return. It is considered a part of the gaol. *Singer v. Knott*, 237 N. Y. 110, 142 N. E. 435, 436.

General Gaol Delivery

In English law. At the assizes (*q. v.*) the judges sit by virtue of five several authorities, one of which is the commission of "general gaol delivery." This empowers them to try and deliverance make of every prisoner who shall be in the gaol when the judges arrive at the circuit town, whether an indictment has been preferred at any previous assize or not. 4 Bl. Comm. 270. This is also a part of the title of some American criminal courts, as, in Pennsylvania, the "court of oyer and terminer and general jail delivery."

GAOLER. A variant of "jailer" (*q. v.*)

GARAGE. A place for the care and storage of motor vehicles. *Beach v. Jenkins*, 174 App. Div. 813, 159 N. Y. S. 652, 657; *Grimes v. State*, 82 Tex. Cr. R. 512, 200 S. W. 373, 379; *Red Arrow Garage & Auto Co. v. Carson City*, 47 Nev. 473, 225 P. 487, 488; *White v. Home Mut. Ins. Ass'n of Iowa*, 189 Iowa, 1051, 179 N. W. 315, 316; *Taylor v. State*, 191 Ind. 200, 132 N. E. 294.

Public garage

A public garage is a place where automobiles are stored for compensation, but in practice it is usually not essential to constitute a public garage, under statutes or ordinances regulative thereof, that a charge be made for storing the vehicles of customers, the principal business of a garage being generally that of repairing cars. *Blashfield Cyclopaedia of Automobile Law*, p. 2704, § 28. *State v. Elkins*, 122 S. E. 289, 137 N. C. 633.

GARANDIA, or GARANTIA. A warranty. *Spelman*.

GARANTIE. In French law. This word corresponds to warranty or covenants for title in English law. In the case of a sale this *garantie* extends to two things: (1) Peaceful possession of the thing sold; and (2) absence of undisclosed defects, (*défauts cachés*.) *Brown*.

GARATHINX. In old Lombardic law. A gift; a free or absolute gift; a gift of the whole of a thing. *Spelman*.

GARAUNTOR. L. Fr. In old English law. A warrantor of land; a vouchee; one bound by a warranty to defend the title and seisin

of his alienee, or, on default thereof, and on eviction of the tenant, to give him other lands of equal value. Britt. c. 75.

GARBA. In old English law. A bundle or sheaf. *Blada in garbis*, corn or grain in sheaves. Reg. Orig. 96; Bract. fol. 209.

GARBA SAGITTARUM. A sheaf of arrows, containing twenty-four. Otherwise called "*scaffa sagittarum.*" Skene.

GARBALES DECIMÆ. In Scotch law. Tithes of corn, (grain.) Bell.

GARBLE. In English statutes. To sort or cull out the good from the bad in spices, drugs, etc. Cowell.

GARBLER OF SPICES. An ancient officer in the city of London, who might enter into any shop, warehouse, etc., to view and search drugs and spices, and garble and make clean the same, or see that it be done. Mozley & Whitley.

GARCIO STOLÆ. Groom of the stole.

GARCIONES. Servants who follow a camp. Wals. 242.

GARD, or GARDE. L. Fr. Wardship; care; custody; also the ward of a city.

GARDEJN. A keeper; a guardian.

GARDEN. A small piece of land, appropriated to the cultivation of herbs, fruits, flowers, or vegetables. *People v. Greenburgh*, 57 N. Y. 550; *Ferry v. Livingston*, 115 U. S. 542, 6 S. Ct. 175, 29 L. Ed. 489; *Hubel v. McAdon*, 190 Iowa, 877, 180 N. W. 994, 995.

GARDEN SEEDS. Seeds for kitchen gardens. *Ross & Co. v. U. S.*, 9 Ct. Cust. App. 235.

GARDEN TOOLS. Instruments or devices movable in character and operated by hand, or possibly by other motive power in the performance of work in the garden or on the farm. *Murphy v. Continental Ins. Co.*, 178 Iowa, 375, 157 N. W. 855, 857, L. R. A. 1917B, 934.

GARDIA. L. Fr. Custody; wardship.

GARDIANUS. In old English law. A guardian, defender, or protector. In feudal law, *gardio*. Spelman.

A warden. *Gardianus ecclesie*, a churchwarden. *Gardianus quinque portuum*, warden of the Cinque Ports. Spelman.

GARDINUM. In old English law. A garden. Reg. Orig. 1b, 2.

GARENE. L. Fr. A warren; a privileged place for keeping animals.

GARNESTURA. In old English law. Victuals, arms, and other implements of war, necessary for the defense of a town or castle. Mat. Par. 1250.

GARNISH, n. In English law. Money paid by a prisoner to his fellow-prisoners on his entrance into prison.

GARNISH, v. To warn or summon.

To issue process of garnishment against a person.

GARNISHEE. One garnished; a person against whom process of garnishment is issued; one who has money or property in his possession belonging to a defendant, or who owes the defendant a debt, which money, property, or debt is attached in his hands, with notice to him not to deliver or pay it over until the result of the suit be ascertained. *Welsh v. Blackwell*, 14 N. J. Law, 348; *Smith v. Miln*, 22 Fed. Cas. 606; *Edwards v. Stein*, 94 N. J. Eq. 251, 119 A. 504, 505.

GARNISHMENT. A warning to a person in whose hands the effects of another are attached, not to pay the money or deliver the property of the defendant in his hands to him, but to appear and answer the plaintiff's suit. *Drake, Attachm.* § 451; *National Bank of Wilmington v. Furtick*, 2 Marv. (Del.) 35, 42 Atl. 479, 44 L. R. A. 115, 69 Am. St. Rep. 99; *Georgia & A. Ry. Co. v. Stollenwerck*, 122 Ala. 539, 25 South. 258; *Jeary v. American Exch. Bank*, 2 Neb. (Unof.) 657, 89 N. W. 772.

A statutory proceeding to reach and subject money or effects of a defendant, in the possession or under the control of a third person, or debts owing such defendant, or liabilities to him on contracts for the delivery of personal property, or for the payment of money. *Dishman v. Griffis*, 198 Ala. 664, 73 So. 966, 967; *Eller v. National Motor Vehicle Co.*, 181 Iowa, 679, 165 N. W. 64, 66; *Coller v. Sheffield Farms Co.*, 129 Misc. 600, 223 N. Y. S. 305, 310; *Berry-Beall Dry Goods Co. v. Adams*, 87 Okl. 291, 211 P. 79, 81; *First Nat. Bank v. Ellison*, 135 Miss. 42, 99 So. 573, 574.

Garnishment is a proceeding in rem, *Gerlach Mercantile Co. v. Hughes-Bozarth-Anderson Co.* (Tex. Civ. App.) 189 S. W. 784, 788; *McLaughlin v. Aumsville Mercantile Co.*, 74 Or. 80, 144 P. 1154, 1155; *Atkins v. Evans*, 76 W. Va. 17, 84 S. E. 901; is ancillary to the main action, *Brucker v. Georgia Casualty Co.* (D. C.) 14 F.(2d) 688; *Bugg v. Consolidated Grocery Co.*, 155 Ga. 550, 118 S. E. 56, 58; *Geren & Hamond v. Lawson*, 25 N. M. 415, 184 P. 216, 217; and does not create lien, but seeks to hold garnishee to a personal liability, *Pleasant Valley Farms & Morey Condensery Co. v. Carl*, 90 Fla. 420, 106 So. 427, 429; *Sargent County v. State*, 47 N. D. 561, 182 N. W. 270, 275; *Same v. Bank of North Dakota*, 47 N. D. 561, 182 N. W. 270.

Garnishment is a proceeding to apply the debt due by a third person to a judgment defendant, to the extinguishment of that judgment, or to appropriate effects belonging to a defendant, in the hands of a third person, to its payment. *Strickland v. Mad-*

dox, 4 Ga. 393; *Levine's Loan Office v. Starke*, 140 Va. 712, 125 S. E. 683, 684.

Also a warning to any one for his appearance, in a cause in which he is not a party, for the information of the court and explaining a cause. Cowell.

Equitable Garnishment

This term is sometimes applied to the statutory proceedings authorized in some states, upon the return of an execution unsatisfied, whereby an action something like a bill of discovery may be maintained against the judgment debtor and any third person, to compel the disclosure of any money or property or chose in action belonging to the debtor or held in trust for him by such third person, and to procure satisfaction of the judgment out of such property. *Geist v. St. Louis*, 156 Mo. 643, 57 S. W. 766, 79 Am. St. Rep. 545. See *St. Louis v. O'Neil Lumber Co.*, 114 Mo. 74, 21 S. W. 484.

GARNISTURA. In old English law. Garniture; whatever is necessary for the fortification of a city or camp, or for the ornament of a thing. 8 Rymer, 328; *Du Cange*; Cowell; Blount.

GARRISON. The permanent home of the army in time of peace, where soldiers are given proper training with a view of having them prepared for the intelligent performance of duty in event of conflict. *Hines v. Mikell* (C. C. A.) 259 F. 28, 31.

GARROTING. A method of inflicting the death penalty on convicted criminals practised in Spain, Portugal, and some Spanish-American countries, consisting in strangulation by means of an iron collar which is mechanically tightened about the neck of the sufferer, sometimes with the variation that a sharpened screw is made to advance from the back of the apparatus and pierce the base of the brain. Also, popularly, any form of strangling resorted to to overcome resistance or induce unconsciousness, especially as a concomitant to highway robbery.

GARSUMME. In old English law. An americiament or fine. Cowell.

GARTER. A string or ribbon by which the stocking is held upon the leg. The mark of the highest order of English knighthood, ranking next after the nobility. This military order of knighthood is said to have been first instituted by Richard I., at the siege of Acre, where he caused twenty-six knights who firmly stood by him to wear thongs of blue leather about their legs. It is also said to have been perfected by Edward III. and to have received some alterations, which were afterwards laid aside, from Edward VI. The badge of the order is the image of St. George, called the "George," and the motto is "*Honi soit qui mal y pense.*" Wharton.

GARTH. In English law. A yard; a little close or homestead in the north of England. Cowell; Blount.

A dam or wear in a river, for the catching of fish.

GARYTOUR. In old Scotch law. Warder. 1 Pittc. Crim. Tr. pt. 1, p. 8.

GAS. An aeriform fluid, used for illuminating purposes and for fuel. *Birss v. Order of United Commercial Travelers of America*, 109 Neb. 226, 190 N. W. 486, 487.

Casing-head Gas

Gas from an oil well. *Mussellem v. Magnolia Petroleum Co.*, 107 Okl. 183, 231 P. 526, 530; *Livingston Oil Corporation v. Waggoner* (Tex. Civ. App.) 273 S. W. 903, 906.

Natural Gas

The gas obtained from wells in coal and oil regions, and used for lighting and heating. Dry natural gas is natural gas which does not contain an appreciable amount of readily condensable gasoline; it is usually not intimately associated with petroleum. Wet natural gas is natural gas from which a gasoline can be extracted in sufficient quantities to warrant the installation of a plant, or natural gas which contains readily condensable gasoline. *Mussellem v. Magnolia Petroleum Co.*, 107 Okl. 183, 231 P. 526, 530.

GASOLINE. A colorless inflammable fluid, the first and highest distillant of crude petroleum. Being the most volatile component of petroleum, it readily separates from it, and, in the process of distillation, is the oil drawn off at the lowest temperature. *Locke v. Russell*, 75 W. Va. 602, 84 S. E. 948, 949; *Hammett Oil Co. v. Gypsy Oil Co.*, 95 Okl. 235, 218 P. 501, 504, 34 A. L. R. 275.

GASTALDUS. A temporary governor of the country. Blount. A bailiff or steward. Spelman.

GASTEL. L. Fr. Wastel; wastel bread; the finest sort of wheat bread. Britt. c. 30; Kellham.

GASTINE. L. Fr. Waste or uncultivated ground. Britt. c. 57.

GATE (Sax. *geat*), at the end of names of places, signifies way or path. Cunningham, Law Dict.

In the words *beast-gate* and *cattle-gate*, it means a right of pasture: these rights are local to Suffolk and Yorkshire respectively; they are considered as corporeal hereditaments, for which ejectionment will lie; 2 Stra. 1084, 1 Term 137; and are entirely distinct from right of common. The right is sometimes connected with the duty of repairing the *gates* of the pasture; and perhaps the name comes from this.

In modern railroad practice, movable bar-

riers which close entrance through which public is permitted to enter upon, pass over, and leave property of railway company inclosed within its right of way fences. Jeffery v. Kewaunee, G. B. & W. Ry. Co., 189 Wis. 207, 207 N. W. 283, 284.

GAUDIES. A term used in the English universities to denote double commons.

GAUGE. The measure of width of a railway, fixed, with some exceptions, at 4 feet 8½ inches in Great Britain and America, and 5 feet 3 inches in Ireland.

GAUGEATOR. A gauger. Lowell.

GAUGER. A surveying officer under the customs, excise, and internal revenue laws, appointed to examine all tuns, pipes, hogsheads, barrels and tierces of wine, oil, and other liquids, and to give them a mark of allowance, as containing lawful measure. There are also private gaugers in large seaport towns, who are licensed by government to perform the same duties. Rapal. & L.

GAUGETUM. A gauge or gauging; a measure of the contents of any vessel.

GAVEL. In English law. Custom; tribute; toll; yearly rent; payment of revenue; of which there were anciently several sorts; as *gavel-corn*, *gavel-malt*, *oat-gavel*, *gavel-fodder*, etc. Termes de la Ley; Cowell; Co. Litt. 142a.

—**Gavelbred.** Rent reserved in bread, corn, or provision; rent payable in kind. Cowell.

—**Gavelcester.** A certain measure of rent-ale. Cowell.

—**Gavelgeld.** That which yields annual profit or toll. The tribute or toll itself. Cowell; Du Cange.

—**Gavelherthe.** A service of plowing performed by a customary tenant. Cowell; Du Cange.

—**Gaveling men.** Tenants who paid a reserved rent, besides some customary duties to be done by them. Cowell.

—**Gavel-man.** A tenant liable to the payment of gavel or tribute. Somn. Gavelkind, 23.

—**Gavelmed.** A customary service of mowing meadow-land or cutting grass, (*consuetudo falcandi*.) Blount.

—**Gavelrep.** Bedreap or bidreap; the duty of reaping at the bid or command of the lord. Somn. Gavelkind, 19, 21; Cowell.

—**Gavelwerk.** A customary service, either *manuopera*, by the person of the tenant, or *carropera*, by his carts or carriages. Blount; Somn. Gavelkind, 24; Du Cange.

GAVELET. An obsolete writ. An ancient and special kind of *cessavit*, used in Kent and

London for the recovery of rent. The statute of gavelet is 10 Edw. II. 2 Reeve, Eng. Law, c. 12, p. 298. See *Emig v. Cunningham*, 62 Md. 460.

GAVELKIND. A species of socage tenure common in Kent, in England, where the lands descend to all the sons, or heirs of the nearest degree, together; may be disposed of by will; do not escheat for felony; may be aliened by the heir at the age of fifteen; and dower and curtesy is given of half the land. Stim. Law Gloss.

GAVELLER. An officer of the English crown having the general management of the mines, pits, and quarries in the Forest of Dean and Hundred of St. Briavel's, subject, in some respects, to the control of the commissioners of woods and forests. He grants gales to free miners in their proper order, accepts surrenders of gales, and keeps the registers required by the acts. There is a deputy-gaveller, who appears to exercise most of the gaveller's functions. Sweet.

GAZETTE. The official publication of the English government, also called the "London Gazette." It is evidence of acts of state, and of everything done by the king in his political capacity. Orders of adjudication in bankruptcy are required to be published therein; and the production of a copy of the "Gazette," containing a copy of the order of adjudication, is evidence of the fact. Mozley & Whitley.

GEBOCED. An Anglo-Saxon term, meaning "conveyed."

GEBOCIAN. In Saxon law. To convey; to transfer *boe* land, (book-land or land held by charter.) The grantor was said to *geboecian* the alienee. See 1 Reeve, Eng. Law, 10.

GEBUR (Sax.). A boor. His services varied in different places—to work for his lord two or more days a week; to pay gafols in money, barley, etc.; to pay hearth money, etc. He was a tenant with a house and a yard land or virgate or two oxen. Maitl. Domesday and Beyond 37.

GEBURSCRIPT. In old English law. Neighborhood or adjoining district. Cowell.

GEBURUS. In old English law. A country neighbor; an inhabitant of the same *gebur-script*, or village. Cowell.

GELD. In Saxon law. Money or tribute. A mulct, compensation, value, price. *Angeld* was the single value of a thing; *twigeld*, double value, etc. So, *weregeld* was the value of a man slain; *orfgeld*, that of a beast. Brown. A land tax of so much per hide or carucate. Maitl. Domesday Book 120. The compensation for a crime.

GELDABILIS. In old English law. Taxable; geldable.

GELDABLE. Liable to pay geld; liable to be taxed. Kelham.

GELDING. A horse that has been castrated, and which is thus distinguished from the horse in his natural and unaltered condition. A "ridgling" (a half-castrated horse) is not a gelding, but a horse, within the denomination of animals in the statutes. *Brisco v. State*, 4 Tex. App. 219, 30 Am. Rep. 162.

GEMMA. Lat. In the civil law. A gem; a precious stone. Gems were distinguished by their transparency; such as emeralds, chrysolites, amethysts. Dig. 34, 2, 19, 17.

GEMOT. In Saxon law. A meeting or moot; a convention; a public assemblage. These were of several sorts, such as the *witena-gemot*, or meeting of the wise men; the *folc-gemot*, or general assembly of the people; the *shire-gemot*, or county court; the *burg-gemot*, or borough court; the *hundred-gemot*, or hundred court; the *hali-gemot*, or court-baron; the *hal-mote*; a convention of citizens in their public hall; the *holy-mote*, or holy court; the *suein-gemote*, or forest court; the *ward-mote*, or ward court. Wharton; Cunningham.

GENEALOGY. The summary history or table of a family, showing how the persons there named are connected together.

GENEARCH. The head of a family.

GENEATH. In Saxon law. A villein, or agricultural tenant, (*villanus villicus*); a hind or farmer, (*firmarius rusticus*.) Spelman.

GENER. Lat. In the civil law. A son-in-law; a daughter's husband. (*Filix vir*.) Dig. 38, 10, 4, 6.

GENERAL. Pertaining to, or designating, the *genus* or class, as distinguished from that which characterizes the *species* or individual. Universal, not particularized; as opposed to special. Principal or central; as opposed to local. Open or available to all, as opposed to select. Obtaining commonly, or recognized universally; as opposed to particular. Universal or unbounded; as opposed to limited. Comprehending the whole, or directed to the whole; as distinguished from anything applying to, or designed for a portion only. Extensive or common to many. *Record v. Ellis*, 97 Kan. 754, 156 P. 712, 713, L. R. A. 1916E, 654, Ann. Cas. 1917C, 822; *McNeill v. McNeill*, 186 Iowa, 680, 148 N. W. 643, 651.

As a noun, the word is the title of a principal officer in the army, usually one who commands a whole army, division, corps, or brigade. In the United States army, the rank of "general" is the highest possible, next to the commander in chief, and is only occasionally created. The officers next in rank are lieutenant general, major general, and brigadier general.

As to general "Acceptance," "Administration of Estates," "Agent," "Appearance," "Assignment," "Average," "Benefit," "Challenge," "Character," "Charge," "Covenant," "Creditor," "Custom," "Damages," "Demurrer," "Denial," "Deposit," "Device," "Election," "Execution," "Executor," "Finding," "Franchise," "Fund," "Gavel Delivery," "Guardian," "Guaranty," "Imparance," "Insurance," "Intent," "Issue," "Jurisdiction," "Law," "Legacy," "Letter of Credit," "Lien," "Malice," "Meeting," "Monition," "Mortgage," "Occupant," "Orders," "Owner," "Partnership," "Power," "Property," "Replication," "Restraint of Trade," "Retainer," "Return Day," "Rules," "Sessions," "Ship," "Statute," "Tail," "Tenancy," "Term," "Traverse," "Usage," "Verdict," "Warrant," and "Warranty," see those titles.

GENERAL ASSEMBLY. A name given in some of the United States to the senate and house of representatives, which compose the legislative body. See *State v. Gear*, 5 Ohio Dec. 569.

GENERAL BOARD OF THE NAVY. A general advisory board to the Secretary of the Navy as to the preparation, maintenance and distribution of the fleet, plans of campaign, number and types of vessels, etc., number and ranks of officers and number and ratings of enlisted men, etc.

GENERAL BUILDING SCHEME. One under which owner of large tract of land divides it into building lots, to be sold to different persons for separate occupancy by deeds which contain uniform covenants restricting the use which the several grantees may make of their premises. *Besch v. Hyman*, 221 App. Div. 455, 223 N. Y. S. 231, 233.

GENERAL CIRCULATION. That of a general newspaper only, as distinguished from one of a special or limited character; 1 Lack. Leg. N. (Pa.) 114.

GENERAL COUNCIL. (1) A council consisting of members of the Roman Catholic Church from most parts of the world, but not from every part, as an ecumenical council. (2) One of the names of the English parliament.

GENERAL COURT. The name given to the legislature of Massachusetts and of New Hampshire, in colonial times, and subsequently by their constitutions; so called because the colonial legislature of Massachusetts grew out of the general court or meeting of the Massachusetts Company. Cent. Dict. See *Citizens' Sav. & Loan Ass'n v. Topeka*, 20 Wall. 666, 22 L. Ed. 455.

GENERAL CREDIT. The character of a witness as one generally worthy of credit. A distinction is sometimes insisted upon between this and "particular credit," which may be affected by proof of particular facts

relating to the particular action. See *Bemis v. Kyle*, 5 Abb. Prac. (N. S.) (N. Y.) 233.

GENERAL EXCEPTION. General exception is an objection to a pleading, or any part thereof, for want of substance, while a special exception is an objection to the form in which a cause of action is stated. *Cochran v. People's Nat. Bank* (Tex. Civ. App.) 271 S. W. 433, 434.

GENERAL FIELD. Several distinct lots or pieces of land inclosed and fenced in as one common field. *Mansfield v. Hawkes*, 14 Mass. 440.

GENERAL IMPARLANCE. In pleading. One granted upon a prayer in which the defendant reserves to himself no exceptions.

GENERAL INCLOSURE ACT. The statute 41 Geo. III. c. 109, which consolidates a number of regulations as to the inclosure of common fields and waste lands.

GENERAL INTEREST. In speaking of matters of public and general interest, the terms "public" and "general" are sometimes used as synonyms. But in regard to the admissibility of hearsay evidence, a distinction has been taken between them, the term "public" being strictly applied to that which concerns every member of the state, and the term "general" being confined to a lesser, though still a considerable, portion of the community. *Tayl. Ev.* § 609.

GENERAL LAND-OFFICE. In the United States, one of the bureaus of the interior department, which has charge of the survey, sale, granting of patents, and other matters relating to the public lands.

GENERAL WORDS. Such words of a descriptive character as are used in conveyances in order to convey, not only the specific property described, but also all kinds of easements, privileges, and appurtenances which may possibly belong to the property conveyed. Such words are in general unnecessary; but are properly used when there are any easements or privileges reputed to belong to the property not legally appurtenant to it.

Such words are rendered unnecessary by the English conveyancing act of 1881, under which they are presumed to be included.

See, as to the effect of such words in deeds, 4 M. & S. 423; in a will; 1 P. Wms. 302; in a lease; 2 Moo. 592; in a release; 3 Mod. 277; in a covenant; 3 Moo. 703; in a statute; 1 Bla. Com. 88; 2 Co. 46.

GENERALE. The usual commons in a religious house, distinguished from *pietantia*, which on extraordinary occasions were allowed beyond the commons. *Cowell*.

Generale dictum generaliter est interpretandum. A general expression is to be interpreted generally. 8 Coke, 116a.

Generale nihil certum implicat. A general expression implies nothing certain. 2 Coke, 34b. A general recital in a deed has not the effect of an estoppel. *Best, Ev.* p. 408, § 370.

Generale tantum valet in generalibus, quantum singulare in singulis. What is general is of as much force among general things as what is particular is among things particular. 11 Coke, 59b.

Generalia præcedunt, specialia sequuntur. Things general precede, things special follow. *Reg. Brev.*; *Branch, Princ.*

Generalia specialibus non derogant. *Jenk. Cent.* 120, cited L. R. 4 Exch. 226. General words do not derogate from special.

Generalia sunt præponenda singularibus. *Branch, Princ.* General things are to precede particular things.

Generalia verba sunt generaliter intelligenda. General words are to be understood generally, or in a general sense. 3 *Inst.* 76; *Broom, Max.* 647.

Generalibus specialia derogant. Special things take from generals. *Halk. Lat. Max.* 51.

Generalis clausula non porrigitur ad ea quæ antea specialiter sunt comprehensa. A general clause does not extend to those things which are previously provided for specially. 8 Coke, 154b. Therefore, where a deed at the first contains special words, and afterwards concludes in general words, both words; as well general as special, shall stand.

Generalis regula generaliter est intelligenda. A general rule is to be understood generally. 6 Coke, 65.

GENERALS OF ORDERS. Chiefs of the several orders of monks, friars, and other religious societies.

GENERATIO. The issue or offspring of a mother-monastery. *Cowell*.

GENERATION. May mean either a degree of removal in computing descents, or a single succession of living beings in natural descent. *McMillan v. School Committee*, 107 N. C. 609, 12 S. E. 330, 10 L. R. A. 823.

GENEOSUS. Lat. Gentleman; a gentleman. *Spelman*.

GENEOSA. Gentlewoman. *Cowell*; 2 *Inst.* 668.

GENEOSI FILIUS. The son of a gentleman. Generally abbreviated "*gen. fil.*"

GENICULUM. A degree of consanguinity. *Spelman*.

GENS. Lat. In Roman law. A tribe or clan; a group of families, connected by common descent and bearing the same name, be-

ing all free-born and of free ancestors, and in possession of full civic rights.

GENS DE JUSTICE. In French law. Officers of a court.

GENTES. Lat. People. *Contra omnes gentes*, against all people. Bract. fol. 37b. Words used in the clause of warranty in old deed.

GENTILES. In Roman law. The members of a *gens* or common tribe.

GENTLEMAN. In English law. A person of superior birth.

Under the denomination of "gentlemen" are comprised all above yeoman; whereby noblemen are truly called "gentlemen." Smith de Rep. Ang. lib. 1, cc. 20, 21.

A "gentleman" is defined to be one who, without any title, bears a coat of arms, or whose ancestors have been freemen; and, by the coat that a gentleman giveth, he is known to be, or not to be, descended from those of his name that lived many hundred years since. Jacob. See *Cresson v. Cresson*, 6 Fed. Cas. 809.

GENTLEMAN USHER. One who holds a post at court to usher others to the presence, etc.

GENTLEWOMAN. A woman of birth above the common, or equal to that of a gentleman; an addition of a woman's state or degree.

GENTOO LAW. See Hindu Law.

GENUINE. As applied to notes, bonds, and other written instruments, this term means that they are truly what they purport to be, and that they are not false, forged, fictitious, simulated, spurious, or counterfeit. *Baldwin v. Van Deusen*, 37 N. Y. 492; *Smeltzer v. White*, 92 U. S. 392, 23 L. Ed. 508; *Dow v. Spenny*, 29 Mo. 390; *Cox v. Northwestern Stage Co.*, 1 Idaho, 379; *Ainsa v. Mercantile Trust Co. of San Francisco*, 174 Cal. 504, 163 P. 898, 901; *Krug v. Sinclair*, 57 Cal. App. 563, 207 P. 696, 697. A will that has been revoked by later instrument and not revived by republication is not "genuine," within Surrogate's Court Act, § 144. In *re Kiltz's Will*, 125 Misc. 475, 211 N. Y. S. 450, 461.

GENUS. In the civil law. A general class or division, comprising several species. *In toto jure generi per speciem derogatur, et illud potissimum habetur quod ad speciem directum est*, throughout the law, the species takes from the genus, and that is most particularly regarded which refers to the species. Dig. 50, 17, 80.

A man's lineage, or direct descendants.

In logic, it is the first of the universal ideas, and is when the idea is so common that it extends to other ideas which are also universal; e. g., incorporeal hereditament is *genus* with respect to a *rent*, which is *species*. Woolley, *Introd. Log.* 45; 1 Mill, *Log.* 133.

GEORGE-NOBLE. An English gold coin; value 6s. 8d.

GERECHTSBODE. In old New York law. A court messenger or constable. O'Callaghan, *New Neth.* 322.

GEREFA. In Saxon law. Greve, reve, or reeve; a ministerial officer of high antiquity in England; answering to the *grave* or *graf* (*grafio*) of the early continental nations. The term was applied to various grades of officers, from the *scyre-gerefa*, *shire-grefe*, or *shire-reve*, who had charge of the county, (and whose title and office have been perpetuated in the modern "sheriff,") down to the *tun-gerefa*, or town-reeve, and lower. Burrill.

GERENS. Bearing. *Gerens datum*, bearing date. 1 Ld. Raym. 336; Hob. 19.

GERMAN. Whole, full, or own, in respect to relationship or descent. Brothers-german, as opposed to half-brothers, are those who have both the same father and mother. Cousins-german are "first" cousins; that is, children of brothers or sisters.

GERMANUS. Lat. Descended of the same stock, or from the same couple of ancestors; of the whole or full blood. Mackeld. *Rom. Law.* § 145.

GERMEN TERRÆ. Lat. A sprout of the earth. A young tree, so called.

GERONTOCOMI. In the civil law. Officers appointed to manage hospitals for the aged poor.

GERONTOCOMIUM. In the civil law. An institution or hospital for taking care of the old. *Cod.* 1, 3, 46, 1; Calvin.

GERRYMANDER. A name given to the process of dividing a state or other territory into the authorized civil or political divisions, but with such a geographical arrangement as to accomplish a sinister or unlawful purpose, as, for instance, to secure a majority for a given political party in districts where the result would be otherwise if they were divided according to obvious natural lines, or to arrange school districts so that children of certain religions or nationalities shall be brought within one district and those of a different religion or nationality in another district. *State v. Whitford*, 54 Wis. 150, 11 N. W. 424.

GERSUMARIUS. In old English law. Finable; liable to be amerced at the discretion of the lord of a manor. Cowell.

GERSUME. In old English law. Expense; reward; compensation; wealth. It is also used for a fine or compensation for an offense. 2 Mon. Angl. 973.

GEST. In Saxon law. A guest. A name given to a stranger on the *second night* of his en-

entertainment in another's house. *Twanight gest.*

GESTATION, UTERO-GESTATION. In medical jurisprudence. The time during which a female, who has conceived, carries the embryo or fœtus in her uterus.

GESTIO. In the civil law. Behavior or conduct.

Management or transaction. *Negotiorum gestio*, the doing of another's business; an interference in the affairs of another in his absence, from benevolence or friendship, and without authority. Dig. 3, 5, 45; Id. 46, 3, 12, 4; 2 Kent, Comm. 616, note.

GESTIO PRO HÆREDE. Behavior as heir. This expression was used in the Roman law, and adopted in the civil law and Scotch law, to denote conduct on the part of a person appointed heir to a deceased person, or otherwise entitled to succeed as heir, which indicates an intention to enter upon the inheritance, and to hold himself out as heir to creditors of the deceased; as by receiving the rents due to the deceased, or by taking possession of his title-deeds, etc. Such acts will render the heir liable to the debts of his ancestor. Mozley & Whitley.

GESTOR. In the civil law. One who acts for another, or transacts another's business. Calvin.

GESTU ET FAMA. An ancient and obsolete writ resorted to when a person's good behavior was impeached. Lamb. Eir. l. 4, c. 14.

GESTUM. Lat. In Roman law. A deed or act; a thing done. Some writers affected to make a distinction between "*gestum*" and "*factum*." But the best authorities pronounced this subtle and indefensible. Dig. 50, 16, 58.

GET, n. A bill of divorce among the Jews, which is drawn in the Aramaic language, uniformly worded and carefully written by a proper scribe, and after proper ceremonies and questionings by the rabbi, especially as to whether both parties agree to the divorce, the husband hands to the wife in the presence of ten witnesses. Shilman v. Shilman, 174 N. Y. S. 385, 386, 105 Misc. 461.

GEVILLOURIS. In old Scotch law. Gaolers. 1 Pitt. Crim. Tr. pt. 2, p. 234.

GEWINEDA. In Saxon law. The ancient convention of the people to decide a cause.

GEWITNESSA. In Saxon and old English law. The giving of evidence.

GEWRITE. In Saxon law. Deeds or charters; writings. 1 Reeve, Eng. Law 10.

GIBBET. A gallows; the post on which malefactors are hanged, or on which their bodies are exposed. It differs from a com-

mon gallows, in that it consists of one perpendicular post, from the top of which proceeds one arm, except it be a double gibbet, which is formed in the shape of the Roman capital T. Enc. Lond.

GIBBET LAW. Lynch law; in particular a custom anciently prevailing in the parish of Halifax, England, by which the free burghers held a summary trial of any one accused of petit larceny, and, if they found him guilty, ordered him to be decapitated.

GIFT. A voluntary conveyance of land, or transfer of goods, from one person to another, made gratuitously, and not upon any consideration of blood or money. 2 Bl. Comm. 440; 2 Steph. Comm. 102; 2 Kent, Comm. 437. And see Ingram v. Colgan, 106 Cal. 113, 38 P. 315, 28 L. R. A. 187, 46 Am. St. Rep. 221; Gray v. Barton, 55 N. Y. 72, 14 Am. Rep. 181; Williamson v. Johnson, 62 Vt. 378, 20 A. 279; 9 L. R. A. 277, 22 Am. St. Rep. 117; Flanders v. Blandy, 45 Ohio St. 113, 12 N. E. 321; In re Polhemus' Estate, 145 N. Y. S. 1107, 1109, 84 Misc. 332; Harrelson v. Harrelson, 304 Mo. 250, 263 S. W. 107; Burkett v. Doty, 176 Cal. 89, 167 P. 518, 520; Parrott v. Noel (D. C.) 8 F.(2d) 368, 370; Saba v. Cleveland Trust Co., 23 Ohio App. 163, 154 N. E. 799, 800; Noel v. Parrott (C. C. A.) 15 F.(2d) 669, 671; Kearse v. Kearse (Tex. Com. App.) 276 S. W. 690, 693; Neblett v. Smith, 142 Va. 840, 128 S. E. 247, 251; Combs v. Roark's Adm'r, 221 Ky. 679, 299 S. W. 576, 578; Hynes v. White, 47 Cal. App. 549, 190 P. 836, 838; In re Van Alstyne, 207 N. Y. 298, 100 N. E. 802, 804.

A gift is a transfer of personal property, made voluntarily and without consideration. Civil Code Cal. § 1146.

In popular language, a voluntary conveyance or assignment is called a "deed of gift." "Gift" and "advancement" are sometimes used interchangeably as expressive of the same operation. But, while an advancement is always a gift, a gift is very frequently not an advancement. In re Dewees' Estate, 3 Brewst. (Pa.) 314.

Advancement Distinguished

Upon an ordinary "gift" there is no intention on the part of the donor that the donee will ever be expected to account for it, that being the distinguishing feature between a gift and a statutory advancement. Brewer's Adm'r v. Brewer, 181 Ky. 400, 205 S. W. 393.

In English Law

A conveyance of lands in tail; a conveyance of an estate tail in which the operative words are "I give," or "I have given." 2 Bl. Comm. 316; 1 Steph. Comm. 473.

In General

—**Absolute gift**, or gift *inter vivos*, as distinguished from a testamentary gift, or one made in contemplation of death, is one by which the donee becomes in the lifetime of the donor the

absolute owner of the thing given, whereas a *donatio mortis causa* leaves the whole title in the donor, unless the event occurs (the death of the donor) which is to divest him. *Buecker v. Carr*, 60 N. J. Eq. 300, 47 A. 34; *Goodan v. Goodan*, 184 Ky. 79, 211 S. W. 423, 424; *Baker v. Baker*, 123 Md. 32, 90 A. 776, 779; *Ward v. Jones* (Tex. Civ. App.) 293 S. W. 604, 606; *Saba v. Cleveland Trust Co.*, 23 Ohio App. 163, 154 N. E. 799, 800; *Swan v. Swan's Ex'r*, 136 Va. 496, 117 S. E. 858, 866; *Reel v. Hansboro State Bank*, 52 N. D. 182, 201 N. W. 861, 862; *Martin v. First National Bank*, 206 Mo. App. 629, 227 S. W. 656, 657; *McCoy v. Shawnee Building & Loan Ass'n*, 122 Kan. 38, 251 P. 194, 195, 49 A. L. R. 1441; *First Nat. Bank v. Liberty Trust Co.*, 151 Md. 241, 134 A. 210, 213, 47 A. L. R. 730; *York v. Trigg*, 87 Okl. 214, 209 P. 417, 423; *Martin v. First National Bank*, 206 Mo. App. 629, 227 S. W. 656, 657; *Grignon v. Shope*, 100 Or. 611, 197 P. 317, 319; *Besson v. Stevens*, 94 N. J. Eq. 549, 120 A. 640, 643; *Matthews v. Hanson*, 145 Va. 614, 134 S. E. 568, 569; *Fouts v. Nance*, 55 Okl. 266, 155 P. 610, 611, 11 R. A. 1916E, 283; *Blodgett v. Union & New Haven Trust Co.*, 97 Conn. 405, 116 A. 908, 910; *York v. Grigg*, 87 Okl. 214, 209 P. 417, 423; *Starks v. Lincoln*, 316 Mo. 483, 291 S. W. 132, 134. As distinguished from a gift in trust, it is one where not only the legal title but the beneficial ownership as well is vested in the donee. *Watkins v. Bigelow*, 93 Minn. 210, 100 N. W. 1104; *Allen v. Hendrick*, 104 Or. 202, 206 P. 733, 740.

—**Gift enterprise.** A scheme for the division or distribution of certain articles of property, to be determined by chance, among those who have taken shares in the scheme. The phrase has attained such a notoriety as to justify a court in taking judicial notice of what is meant and understood by it. *Lohman v. State*, 81 Ind. 17; *Lansburgh v. District of Columbia*, 11 App. D. C. 524; *State v. Shugart*, 138 Ala. 86, 35 So. 28, 100 Am. St. Rep. 17; *Winston v. Beeson*, 135 N. C. 271, 47 S. E. 457, 65 L. R. A. 167; *Utz v. Wolf*, 72 Ind. App. 572; 126 N. E. 327, 328; *Post Pub. Co. v. Murray* (C. C. A.) 230 F. 773, 775.

—**Gift to a class.** A gift to a class exists when the instrument creating it directs the distribution of an aggregate sum to a body of persons, commonly designated by some general name, as "children," "grandchildren," "nephews," uncertain in number at the time of the gift, to be ascertained at a future time, and who are all to take in equal or in some other definite proportions; the share of each being dependent for its amount upon the ultimate number of persons in the designated class. *Prichard v. Prichard*, 83 W. Va. 652, 98 S. E. 877, 878; *Rhode Island Hospital Trust Co. v. Calef*, 43 R. I. 518, 112 A. 787, 788; *In re Helme's Estate*, 95 N. J. Eq. 197, 123 A. 43, 45; *In re Fox's Adm'r*, 205 N. Y. S. 153, 154, 123 Misc. 283; *Wessborg v. Mer-*

rill, 195 Mich. 556, 162 N. W. 102, 106, L. R. A. 1918E, 1074; *In re Rochester Trust & Safe Deposit Co.*, 222 N. Y. S. 256, 260, 129 Misc. 318; *Stahl v. Emery*, 147 Md. 123, 127 A. 760, 761; *Perry v. Leslie*, 124 Me. 93, 126 A. 340, 343; *Blackstone v. Althouse*, 278 Ill. 481, 116 N. E. 154, 157, L. R. A. 1918B, 230; *Marx v. Hale*, 131 Miss. 290, 95 So. 441, 443; *Hagood v. Hagood* (Tex. Civ. App.) 186 S. W. 220, 225.

GIFTA AQUÆ. The stream of water to a mill. *Mon. Angl. tom. 3.*

GIFTOMAN. In Swedish law. The right to dispose of a woman in marriage; or the person possessing such right,—her father, if living, or, if he be dead, the mother.

GILD. In Saxon law. A tax or tribute. *Spelman.*

A fine, mulct, or americiament; a satisfaction or compensation for an injury.

A fraternity, society, or company of persons combined together, under certain regulations, and with the king's license, and so called because its expenses were defrayed by the contributions (*geld, gild*) of its members. *Spelman.* In other words, a corporation; called, in Latin, "*societas*," "*collegium*," "*fratria*," "*fraternitas*," "*sodalitium*," "*adunatio*;" and, in foreign law, "*gildonia*." *Spelman.* There were various kinds of these *gilds*, as merchant or commercial *gilds*, religious *gilds*, and others. 3 *Turn. Anglo Sax.* 98; 3 *Steph. Comm.* 173, note *u.* See *Gilda Mercatoria*.

A friborg, or decennary; called, by the Saxons, "*gildscipes*," and its members, "*gildones*" and "*congildones*." *Spelman.*

GILD-HALL. See *Guildhall*.

GILD-RENT. Certain payments to the crown from any gild or fraternity.

GILDA MERCATORIA. A gild merchant, or merchant gild; a gild, corporation, or company of merchants. 10 *Coke*, 30.

GILDABLE. In old English law. Taxable, tributary, or contributory; liable to pay tax or tribute. *Cowell*; *Blount*.

GILDO. In Saxon law. Members of a *gild* or decennary. Oftener spelled "*congildo*." *Du Cange*; *Spelman*.

GILL. A measure of capacity, equal to one-fourth of a pint.

GILOUR. L. Fr. A cheat or deceiver. Applied in Britton to those who sold false or spurious things for good, as pewter for silver or latin for gold. *Britt. c. 13.*

GILT EDGE. As applied to commercial paper, a colloquialism, meaning of the best quality or highest price, first class, and not implying that a note which is not gilt edge is not collectible, or that the maker is irresponsible. *Martin v. Moreland*, 93 Or. 61, 180 P. 933, 934.

GIRANTE. An Italian word, which signifies the drawer of a bill. It is derived from "girare," to draw.

GIRDLE, v. To "girdle" a tree for the purpose of obtaining crude turpentine is to cut off a ring of bark around the trunk. Howard v. State, 17 Ala. App. 9, 81 So. 345, 346.

GIRTH. In Saxon and old English law. A measure of length, equal to one yard, derived from the girth or circumference of a man's body.

GIRTH AND SANCTUARY. In old Scotch law. An asylum given to murderers, where the murder was committed without any previous design, and in *chaude mella*, or heat of passion. Bell.

GISEMENT. L. Fr. Agistment; cattle taken in to graze at a certain price; also the money received for grazing cattle.

GISER. L. Fr. To lie. *Gist en le bouche*, it lies in the mouth. *Le action bien gist*, the action well lies. *Gisant*, lying.

GISETAKER. An agister; a person who takes cattle to graze.

GISLE. In Saxon law. A pledge. *Fredgisle*, a pledge of peace. *Gislebert*, an illustrious pledge.

GIST. In pleading. The essential ground or object of the action in point of law, without which there would be no cause of action. Gould, Pl. c. 4, § 12; Hathaway v. Rice, 19 Vt. 102.

The gist of an action is the cause for which an action will lie; the ground or foundation of a suit, without which it would not be maintainable; the essential ground or object of a suit, and without which there is not a cause of action. First Nat. Bank v. Burkett, 101 Ill. 391, 40 Am. Rep. 209; Hoffman v. Knight, 127 Ala. 149, 28 So. 593; Tarbell v. Tarbell, 60 Vt. 486, 15 A. 104.

GIVE. To bestow upon another gratuitously or without consideration. Neblett v. Smith, 142 Va. 840, 128 S. E. 247, 251.

In their ordinary and familiar signification, the words "sell" and "give" have not the same meaning, but are commonly used to express different modes of transferring the right to property from one person to another. "To sell" means to transfer for a valuable consideration, while "to give" signifies to transfer gratuitously, without any equivalent. Parkinson v. State, 14 Md. 184, 74 Am. Dec. 522.

To transfer;—used with reference to either the title or the possession. Crawford v. Hurst, 307 Ill. 243, 138 N. E. 620, 622.

The word is commonly used indiscriminately to refer to the transfer of either the possession or the title, though its primary meaning was a transfer to another's possession or ownership without com-

pensation. Crawford v. Hurst, 307 Ill. 243, 138 N. E. 620, 622.

To transfer or yield to, or bestow upon, another. One of the operative words in deeds of conveyance of real property, importing at common law, a warranty or covenant for quiet enjoyment during the lifetime of the grantor. Mack v. Patchin, 29 How. Prac. (N. Y.) 23; Young v. Hargrave, 7 Ohio, 69, pt. 2; Dow v. Lewis, 4 Gray (Mass.) 473.

GIVE AND BEQUEATH. These words, in a will, import a benefit in point of right, to take effect upon the decease of the testator and proof of the will, unless it is made in terms to depend upon some contingency or condition precedent. Eldridge v. Eldridge, 9 Cush. (Mass.) 519.

GIVE BAIL. To furnish or put in bail or security for one's appearance.

GIVE COLOR. To admit an apparent or colorable right in the opposite party. Under the ancient system a plea of confession and avoidance must give color to the affirmative averments of the complaint, or it would be fatally defective. The "giving color" was simply the absence of any denials, and the express or silent admission that the declaration, as far as it went, told the truth. Smith v. Marley, 39 Idaho, 779, 230 P. 769, 770. See Color.

GIVE JUDGMENT. To render, pronounce, or declare the judgment of the court in an action at law; not spoken of a judgment obtained by confession. Schuster v. Rader, 13 Colo. 329, 22 P. 505.

GIVE NOTICE. To communicate to another, in any proper or permissible legal manner, information or warning of an existing fact or state of facts or (more usually) of some intended future action. See O'Neil v. Dickson, 11 Ind. 254; In re Devlin, 7 Fed. Cas. 564; City Nat. Bank v. Williams, 122 Mass. 535; Tinker v. Board of Sup'rs of Kossuth County, Iowa (D. C.) 292 F. 863, 866; St. Louis, B. & M. Ry. Co. v. Hicks (Tex. Civ. App.) 158 S. W. 192, 194.

GIVE TIME. The act of a creditor in extending the time for the payment or satisfaction of a claim beyond the time stipulated in the original contract. If done without the consent of the surety, indorser, or guarantor, it discharges him. Howell v. Jones, 1 Cromp. M. & R. 107; Shipman v. Kelley, 9 App. Div. 316, 41 N. Y. S. 339.

GIVE WAY. In the rules of navigation, one vessel is said to "give way" to another when she deviates from her course in such a manner and to such an extent as to allow the other to pass without altering her course. See Lockwood v. Lashell, 19 Pa. 350.

GIVER. A donor; he who makes a gift.

GIVING IN PAYMENT. In Louisiana law. A phrase (translating the Fr. "*dation en paiement*") which signifies the delivery and acceptance of real or personal property in satisfaction of a debt, instead of a payment in money. See Civil Code La. art. 2655.

GIVING RINGS. A ceremony anciently performed in England by serjeants at law at the time of their appointment. The rings were inscribed with a motto, generally in Latin.

GLADIOLUS. A little sword or dagger; a kind of sedge. Mat. Paris.

GLADIUS. Lat. A sword. An ancient emblem of defense. Hence the ancient earls or *comites* (the king's attendants, advisers, and associates in his government) were made by being girt with swords, (*gladio succincti*.)

The emblem of the executory power of the law in punishing crimes. 4 Bl. Comm. 177.

In old Latin authors, and in the Norman laws, this word was used to signify supreme jurisdiction, (*jus gladii*.)

GLAIVE. A sword, lance, or horseman's staff. One of the weapons allowed in a trial by combat.

GLANS. In the civil law. Acorns or nuts of the oak or other trees. In a larger sense, all fruits of trees.

GLASS-MEN. A term used in St. 1 Jac. I. c. 7, for wandering rogues or vagrants.

GLAVEA. A hand dart. Cowell.

GLEANING. The gathering of grain after reapers, or of grain left ungathered by reapers. Held not to be a right at common law. 1 H. Bl. 51.

GLEBA. A turf, sod, or clod of earth. The soil or ground; cultivated land in general. Church land, (*solum et dos ecclesiae*.) Spelman. See Glebe.

GLEBÆ ASCRIPTITII. Villein-socmen, who could not be removed from the land while they did the service due. Bract. c. 7; 1 Reeve, Eng. Law, 269.

GLEBARIÆ. Turfs dug out of the ground. Cowell.

GLEBE.

In Ecclesiastical Law

The land possessed as part of the endowment or revenue of a church or ecclesiastical benefice.

In Roman Law

A clod; turf; soil. Hence, the soil of an inheritance; an agrarian estate. *Servi ad dicti glebæ* were serfs attached to and passing with the estate. Cod. 11, 47, 7, 21; Nov. 54, 1.

GLISCYWA. In Saxon law. A fraternity.

GLOMERÉLLS. Commissioners appointed to determine differences between scholars in a school or university and the townsmen of the place. Jacob.

GLOS. Lat. In the civil law. A husband's sister. Dig. 38, 10, 4, 6.

GLOSS. An interpretation, consisting of one or more words, interlinear or marginal; an annotation, explanation, or comment on any passage in the text of a work, for purposes of elucidation or amplification. Particularly applied to the comments on the *Corpus Juris*.

GLOSSA. Lat. A gloss, explanation, or interpretation. The *glossæ* of the Roman law are brief illustrative comments or annotations on the text of Justinian's collections, made by the professors who taught or lectured on them about the twelfth century, (especially at the law school of Bologna,) and were hence called "*glossators*." These glosses were at first inserted in the text with the words to which they referred, and were called "*glossæ interlineares*;" but afterwards they were placed in the margin, partly at the side, and partly under the text, and called "*glossæ marginales*." A selection of them was made by Accursius, between A. D. 1220 and 1260, under the title of "*glossa Ordinaria*," which is of the greatest authority. Mackeld. Rom. Law, § 90.

Glossa viperina est quæ corrodit viscera textus. 11 Coke, 34. It is a poisonous gloss which corrupts the essence of the text.

GLOSSATOR. In the civil law. A commentator or annotator. A term applied to the professors and teachers of the Roman law in the twelfth century, at the head of whom was Irnerius. Mackeld. Rom. Law, § 90.

GLOUCESTER, STATUTE OF. The statute is the 6 Edw. I. c. 1, A. D. 1278. It takes its name from the place of its enactment, and was the first statute giving costs in actions.

GLOVE SILVER. Extraordinary rewards formerly given to officers of courts, etc.; money formerly given by the sheriff of a county in which no offenders are left for execution to the clerk of assize and judges' officers. Jacob.

GLOVES. It was an ancient custom on a maiden assize, when there was no offender to be tried, for the sheriff to present the judge with a pair of white gloves. It is an immemorial custom to remove the glove from the right hand on taking oath. Wharton.

GLYN. A hollow between two mountains; a valley or glen. Co. Litt. 5b.

GO. To be dismissed from a court. To issue from a court. "The court said a *mandamus* must *go*." 1 W. Bl. 50. "Let a *supersedeas*

go." 5 Mod. 421. "The writ may *go.*" 18 C. B. 35.

GO BAIL. To assume the responsibility of a surety on a bail-bond.

GO HENCE. To depart from the court; with the further implication that a suitor who is directed to "go hence" is dismissed from further attendance upon the court in respect to the suit or proceeding which brought him there, and that he is finally denied the relief which he sought, or, as the case may be, absolved from the liability sought to be imposed upon him. See *Hiatt v. Kinkaid*, 40 Neb. 178, 58 N. W. 700.

GO TO. In a statute, will, or other instrument, a direction that property shall "go to" a designated person means that it shall pass or proceed to such person, vest in and belong to him. In *re Hitchens' Estate*, 43 Misc. Rep. 435, 89 N. Y. S. 472; *Plass v. Plass*, 121 Cal. 131, 53 P. 448.

GO TO PROTEST. Commercial paper is said to "go to protest" when it is dishonored by non-payment or non-acceptance and is handed to a notary for protest.

GO WITHOUT DAY. Words used to denote that a party is dismissed the court. He is said to go without day, because there is no day appointed for him to appear again.

GOAT, GOTE. In old English law. A contrivance or structure for draining waters out of the land into the sea. Callis describes *goats* as "usual engines erected and built with portcullises and doors of timber and stone or brick, invented first in Lower Germany." Callis, *Sewers*, (91), 112, 113. Cowell defines "gote," a ditch, sewer, or gutter.

GOB. In mining. Space between face of coal and where props had been set by machine operators on previous trip. *New Union Coal Co. v. Sult*, 172 Ark. 753, 290 S. W. 580, 581.

GOD AND MY COUNTRY. The answer made by a prisoner, when arraigned, in answer to the question, "How will you be tried?" In the ancient practice he had the choice (as appears by the question) whether to submit to the trial by ordeal (by God) or to be tried by a jury, (by the country;) and it is probable that the original form of the answer was, "By God or my country," whereby the prisoner averred his innocence by declining neither of the modes of trial.

GOD-BOTE. An ecclesiastical or church fine paid for crimes and offenses committed against God. Cowell.

GOD-GILD. That which is offered to God or his service. Jacob.

GOD'S PENNY. In old English law. Earnest-money; money given as evidence of the completion of a bargain. This name is prob-

ably derived from the fact that such money was given to the church or distributed in alms.

GOGING-STOLE. An old form of the word "cucking-stool," (*q. v.*) Cowell.

GOING. In various compound phrases (as those which follow) this term implies either motion, progress, active operation, or present and continuous validity and efficacy.

GOING BEFORE THE WIND. In the language of mariners and in the rules of navigation, a vessel is said to be going "before the wind" when the wind is free as respects her course, that is, comes from behind the vessel or over the stern, so that her yards may be braced square across. She is said to be "going off large" when she has the wind free on either tack, that is, when it blows from some point abaft the beam or from the quarter. *Hall v. The Buffalo*, 11 Fed. Cas. 216; *Ward v. The Fashion*, 29 Fed. Cas. 188.

GOING CONCERN. A firm or corporation which, though embarrassed or even insolvent, continues to transact its ordinary business. *White, etc., Mfg. Co. v. Pettes Importing Co.* (C. C.) 30 Fed. 865; *Corey v. Wadsworth*, 99 Ala. 68, 11 So. 350, 23 L. R. A. 618, 42 Am. St. Rep. 55; *Pennsylvania R. Co. v. Public Utilities Commission of Ohio*, 116 Ohio St. 80, 155 N. E. 694, 697; *City of Cincinnati v. Public Utilities Commission*, 113 Ohio St. 259, 148 N. E. 817, 827; *Slaughter v. Burgeson*, 203 Iowa, 913, 210 N. W. 553, 554; *Rothery v. Lowe*, 144 Md. 405, 124 A. 868, 870; In *re Bucyrus Road Machinery Co.* (C. C. A.) 10 F.(2d) 333, 334; *Gantenbein v. Bowles*, 103 Or. 277, 203 P. 614, 617; *Pioneer Telephone & Telegraph Co. v. State*, 64 Okl. 304, 167 P. 995, 1000, L. R. A. 1918C, 138; *City and County of Denver v. Denver Union Water Co.*, 246 U. S. 178, 38 S. Ct. 278, 62 L. Ed. 649.

GOING OFF LARGE. See "Going Before the Wind," *supra*.

GOING PRICE. The prevalent price; the current market value of the article in question at the time and place of sale. *Kelsea v. Haines*, 41 N. H. 254; *Hoff v. Lodi Canning Co.*, 51 Cal. App. 299, 196 P. 779, 780.

GOING THROUGH THE BAR. The act of the chief of an English common-law court in demanding of every member of the bar, in order of seniority, if he has anything to move. This was done at the sitting of the court each day in term, except special paper days, crown paper days in the queen's bench, and revenue paper days in the exchequer. On the last day of term this order is reversed, the first and second time round. In the exchequer the postman and tubman are first called on. Wharton.

GOING TO THE COUNTRY. When a party, under the common-law system of pleading, finished his pleading by the words "and of

this he puts himself upon the country," this was called "going to the country." It was the essential termination of a pleading which took issue upon a material fact in the preceding pleading. Wharton.

GOING VALUE. As applied to the property or plant of a manufacturing or industrial corporation, a public-service corporation, etc., this means the value which arises from having an established business which is in active operation. It is an element of value over and above the replacement cost of the plant, and may represent the increment arising from previous labor, effort, or expenditure in working up business, acquiring good will, and successfully adapting property and plant to the intended use. See Cedar Rapids Water Co. v. Cedar Rapids, 118 Iowa, 234, 91 N. W. 1081; People ex rel. Kings County Lighting Co. v. Willcox, 156 App. Div. 603, 141 N. Y. S. 677, 680; Appleton Water Works Co. v. Railroad Commission of Wisconsin, 154 Wis. 121, 142 N. W. 476, 482, 47 L. R. A. (N. S.) 770; Ann. Cas. 1915B, 1160; State ex rel. Capital City Water Co. v. Public Service Commission of Missouri, 298 Mo. 524, 252 S. W. 446, 452; People ex rel. Adirondack Power & Light Corporation v. Public Service Commission, 200 App. Div. 268, 193 N. Y. S. 186, 192; Trenton & Mercer County Traction Co. v. State Board of Taxes and Assessment, 91 N. J. Law, 511, 103 A. 413, 414; Des Moines Gas Co. v. City of Des Moines, 238 U. S. 153, 35 S. Ct. 811, 815, 817, 59 L. Ed. 1244; People ex rel. Kings County Lighting Co. v. Willcox, 210 N. Y. 479, 104 N. E. 911, 51 L. R. A. (N. S.) 1; United States v. Boston, C. C. & N. Y. Canal Co. (C. C. A.) 271 F. 877, 896; Oshkosh Waterworks Co. v. Railroad Commission of Wisconsin, 161 Wis. 122, 152 N. W. 859, 861, L. R. A. 1916F, 592; Pacific Telephone & Telegraph Co. v. Whitcomb (D. C.) 12 F.(2d) 279, 284; Monroe Gaslight & Fuel Co. v. Michigan Public Utilities Commission (D. C.) 11 F.(2d) 319, 322; City of Huntington v. Public Service Commission, 101 W. Va. 378, 133 S. E. 144, 147; City of Cincinnati v. Public Utilities Commission, 113 Ohio St. 259, 148 N. E. 817, 827; Public Service Gas Co. v. Board of Public Utility Com'rs, 84 N. J. Law, 463, 87 A. 651, 657, L. R. A. 1918A, 421.

GOING WITNESS. One who is about to take his departure from the jurisdiction of the court, although only into a state or country under the general sovereignty; as from one to another of the United States, or from England to Scotland.

GOLDA. A mine. Blount. A sink or passage for water. Cowell.

GOLDSMITHS' NOTES. Bankers' cash notes (i. e., promissory notes given by a banker to his customers as acknowledgments of the receipt of money) were originally called in London "goldsmiths' notes," from the circum-

stance that all the banking business in England was originally transacted by goldsmiths. Wharton.

GOLDWIT. A mulct or fine in gold.

GOLIARDUS. L. Lat. A jester, buffoon, or juggler. Spelman, voc. "Goliardensis."

GOMASHTAH. In Hindu law. An agent; a steward; a confidential factor; a representative.

GONORRHŒA. In medical jurisprudence. A venereal disease, characterized by a purulent inflammation of the urethra in the male and the vagina in the female. Vulgarly called "clap." Sally v. Brown, 220 Ky. 576, 295 S. W. 890, 891.

GOOD.

Valid; sufficient in law; effectual; unobjectionable; sound. Morrison v. Farmers' & Traders' State Bank, 70 Mont. 146, 225 P. 123, 125; Crescent Cotton Oil Co. v. Union Gin & Lumber Co., 138 Tenn. 58, 195 S. W. 770, 771; Ball v. Chicago, R. I. & P. Ry. Co., 190 Iowa, 977, 181 N. W. 469, 471; McNabb v. Juergens (Iowa) 180 N. W. 758, 761; Raney & Hamon v. Hamilton & White (Tex. Civ. App.) 234 S. W. 229, 230.

Responsible; solvent; able to pay an amount specified.

Of a value corresponding with its terms; collectible. A note is said to be "good" when the payment of it at maturity may be relied on. Curtis v. Smallman, 14 Wend. (N. Y.) 232; Cooke v. Nathan, 16 Barb. (N. Y.) 344; In re Parker Bros. & Johnson (D. C.) 279 F. 425, 428.

Writing the word "Good" across the face of a check is the customary mode in which bankers at the present day certify that the drawer has funds to meet it, and that it will be paid on presentation for that purpose. Merchants' Nat. Bank v. State Nat. Bank, 10 Wall. 645, 19 L. Ed. 1008; Irving Bank v. Wetherald, 36 N. Y. 335.

—Good abearing. See Abearance.

—Good and clear record title, free from all incumbrances. A title which on the record itself can be again sold as free from obvious defects and substantial doubts, and differs from a "good, marketable title," which is an actual title, but which may be established by evidence independently of the record. O'Meara v. Gleason, 246 Mass. 136, 140 N. E. 426, 427.

—Good and lawful men. Those who are qualified for service on juries. Bonds v. State, Mart. & Y. (Tenn.) 146, 17 Am. Dec. 795; State v. Price, 11 N. J. Law, 209; Turner v. State, 128 Tenn. 27, 157 S. W. 67, 68, Ann. Cas. 1914D, 693.

—Good and substantial depot. A depot suitable to take care of both passenger and freight business. Louisville & N. R. Co. v. Letcher

County Coal & Improvement Co., 195 Ky. 297, 243 S. W. 45, 48.

—**Good and valid.** Reliable, sufficient, and unimpeachable in law; adequate; responsible.

—**Good and workmanlike manner.** In a manner generally considered skillful by those capable of judging such work in the community of the performance. *Burnett & Bean v. Miller*, 205 Ala. 606, 88 So. 871, 872; *Fairbanks, Morse & Co. v. Miller*, 80 Okl. 265, 195 P. 1083, 1090; *Morris v. Fox*, 79 Ind. App. 389, 135 N. E. 663, 664.

—**Good behavior.** Orderly and lawful conduct; behavior such as is proper for a peaceable and law-abiding citizen. Surety of good behavior may be exacted from any one who manifests an intention to commit crime or is otherwise reasonably suspected of a criminal design. *Huyser v. Com.*, 25 Ky. Law Rep. 608, 76 S. W. 175; *In re Spenser*, 22 Fed. Cas. 921. "Good behavior," as used in an order suspending sentence upon a defendant during good behavior, means merely conduct conformable to law, or to the particular law theretofore breached. *Ex parte Hamm*, 24 N. M. 33, 172 P. 190, 191, L. R. A. 1918D, 694; *State v. Miller*, 122 S. C. 468, 115 S. E. 742, 745; *State v. Hardin*, 183 N. C. 815, 112 S. E. 593, 594; *Baker v. Commonwealth*, 181 Ky. 437, 205 S. W. 399, 401.

—**Good cause.** Legally sufficient ground or reason. *Jackson v. U. S.* (C. C. A.) 295 F. 620, 622; *Lockwood v. Lockwood*, 19 Ariz. 215, 168 P. 501, 502; *State v. Weymiller*, 197 Iowa, 1273, 198 N. W. 780, 781; *State v. Dixon*, 138 Tenn. 195, 196 S. W. 486; *Hubbell v. Armijo*, 18 N. M. 68, 133 P. 978; *State v. Goldstein*, 111 Or. 221, 224 P. 1087, 1088; *State v. Bateham*, 94 Or. 524, 186 P. 5, 7; *State v. Kloempken*, 145 Minn. 496, 176 N. W. 642; *State v. Ryan*, 114 Or. 91, 234 P. 811, 812; *Brevoort v. Mayne*, 203 Mich. 388, 169 N. W. 224, 227; *United States v. Richmond* (C. C. A.) 17 F.(2d) 28, 32; *Buttrey v. West*, 212 Ala. 321, 102 So. 456, 459; *Miller v. State*, 123 Ark. 480, 185 S. W. 789, 791.

—**Good consideration.** As distinguished from *valuable* consideration, a consideration founded on motives of generosity, prudence, and natural duty; such as natural love and affection. *Potter v. Gracie*, 58 Ala. 307, 29 Am. Rep. 748; *Groves v. Groves*, 65 Ohio St. 442, 62 N. E. 1044; *Jackson v. Alexander*, 3 Johns. (N. Y.) 484, 3 Am. Dec. 517.

—**Good country.** In Scotch law. Good men of the country. A name given to a jury.

—**Good faith.** Good faith consists in an honest intention to abstain from taking any unconscientious advantage of another, even through the forms or technicalities of law, together with an absence of all information, notice, or belief of facts which would render the transaction unconscientious. *Crouch v. First Nat.*

Bank, 156 Ill. 642, 40 N. E. 974; *Docter v. Furch*, 91 Wis. 464, 65 N. W. 161; *Gress v. Evans*, 1 Dak. 387, 46 N. W. 1132; *Walraven v. Bank*, 96 Tex. 331, 74 S. W. 539; *Searl v. School Dist.*, 133 U. S. 553, 10 S. Ct. 374, 33 L. Ed. 740; *Sterling Nat. Bank v. Fischer*, 75 Colo. 371, 226 P. 146; *Hunt v. Gragg*, 19 N. M. 450, 145 P. 136, 138; *Heney v. Sutto & Co.*, 28 Cal. App. 698, 153 P. 972, 974; *Gerseta Corporation v. Wessex-Campbell Silk Co.* (C. C. A.) 3 F.(2d) 236, 238; *Hankins v. Farmers' & Merchants' Bank*, 69 Okl. 136, 170 P. 890, 891, 892; *Burlington State Bank v. Marlin Nat. Bank* (Tex. Civ. App.) 166 S. W. 499, 501; *Hunt v. Gragg*, 19 N. M. 450, 145 P. 136, 138; *Jones v. Squire*, 137 La. 883, 69 So. 733, 736; *Peden Iron & Steel Co. v. Jenkins* (Tex. Civ. App.) 203 S. W. 180, 188; *Waugh v. Prince*, 121 Me. 67, 115 A. 612, 614.

—**Good health.** The term "good health," as used in a provision of a policy requiring insured to be in good health when the policy is delivered, means that the applicant has no grave, important, or serious disease, and is free from any ailment that seriously affects the general soundness or healthfulness of the system, and a mere temporary indisposition which does not tend to weaken or undermine the constitution does not render the policy void, neither does latent unknown defects. *Life & Casualty Ins. Co. v. King*, 137 Tenn. 685, 195 S. W. 585, 588; *Hines v. Kansas City Life Ins. Co.* (Tex. Civ. App.) 260 S. W. 688, 690; *Horne v. John Hancock Mut. Life Ins. Co.*, 53 Pa. Super. Ct. 330; *New York Life Ins. Co. v. Wertheimer* (D. C.) 272 F. 730, 731; *Pickens v. Security Ben. Ass'n*, 117 Kan. 475, 231 P. 1016, 1018, 40 A. L. R. 654; *Metropolitan Life Ins. Co. v. Chappell*, 151 Tenn. 299, 269 S. W. 21, 24; *Denton v. Kansas City Life Ins. Co.* (Tex. Civ. App.) 231 S. W. 436, 440; *Miller v. National Council of Knights and Ladies of Security*, 103 Kan. 579, 175 P. 397, 399; *Chapman v. Mutual Life Ins. Co. of New York*, 146 La. 658, 83 So. 887, 889; *Harris v. New York Life Ins. Co.*, 86 W. Va. 638, 104 S. E. 121, 124; *Greenwood v. Royal Neighbors of America*, 118 Va. 329, 87 S. E. 581, 582, Ann. Cas. 1918D, 1002; *Modern Brotherhood of America v. Beshara*, 59 Okl. 187, 158 P. 613, 615; *National Council Knights and Ladies of Security v. Owen*, 61 Okl. 256, 161 P. 178, 180; *Metropolitan Life Ins. Co. v. Chappell*, 151 Tenn. 299, 269 S. W. 21, 24; *Sovereign Camp of Woodmen of the World v. Jackson*, 57 Okl. 318, 157 P. 92, 95, L. R. A. 1916F, 166; *Mutual Life Ins. Co. of New York v. Hoffman*, 77 Ind. App. 209, 133 N. E. 405, 410; *Northwestern Mut. Life Ins. Co. v. Wiggins* (C. C. A.) 15 F. (2d) 646, 648.

—**Good jury.** A jury of which the members are selected from the list of special jurors. See L. R. 5 C. P. 155.

—**Good, merchantable abstract of title.** An abstract showing a good title, clear from incumbrances, and not merely an abstract of mat-

ters of record affecting the title, made by one engaged in the business of making abstracts in such form as is customary, as passing current among persons buying and selling real estate and examining titles. *Geithman v. Eichler*, 265 Ill. 579, 107 N. E. 180, 182.

—**Good of service.** Discharge of a civil service employee for "good of the service" or "for cause" implies some personal misconduct, or fact, rendering incumbent's further tenure harmful to the public interest. *State ex rel. Eckles v. Kansas City (Mo. App.)* 257 S. W. 197, 200.

—**Good record title.** A "good record title," without words of limitation, means that the proper records shall show an unincumbered, fee-simple title, the legal estate in fee, free and clear of all valid claims, liens, and incumbrances. *Riggins v. Post (Tex. Civ. App.)* 172 S. W. 210, 211.

—**Good repute.** An expression synonymous with and meaning only "of good reputation." *State v. Wheeler*, 108 Mo. 658, 665, 18 S. W. 324.

—**Good title.** This means such a title as a court of chancery would adopt as a sufficient ground for compelling specific performance, and such a title as would be a good answer to an action of ejectment by any claimant. *Reynolds v. Borel*, 86 Cal. 538, 25 P. 67; *Irving v. Campbell*, 121 N. Y. 358, 24 N. E. 821, 8 L. R. A. 620; *Gillespie v. Broas*, 23 Barb. (N. Y.) 381.

The terms "clear title," "good title," and "merchantable title," or "marketable title," are synonymous; "clear title" meaning that the land is free from incumbrances, "good title" being one free from litigation, palpable defects, and grave doubts, comprising both legal and equitable titles and fairly deducible of record. *Ogg v. Herman*, 71 Mont. 10, 227 P. 476, 477; *Veselka v. Forres (Tex. Civ. App.)* 283 S. W. 303, 306; *Solberg v. Sunburst Oil & Gas Co.*, 76 Mont. 254, 246 P. 168, 177; *Agnew v. Nelson*, 27 Cal. App. 39, 148 P. 819, 820; *Adler v. Kohn*, 96 Neb. 346, 147 N. W. 1131, 1134; *Boylan v. Wilson*, 202 Ala. 26, 79 So. 364, 366; *Sipe v. Greenfield*, 116 Okl. 241, 244 P. 424, 425; *Gepford v. Burge (D. C.)* 5 F.(2d) 829, 830; *Kennedy v. Dennstadt*, 31 N. D. 422, 154 N. W. 271, 273; *O'Meara v. Gleason*, 246 Mass. 136, 140 N. E. 426, 427; *Upton v. Smith*, 183 Iowa, 588, 166 N. W. 268; *Nelson v. Bptler (Tex. Civ. App.)* 190 S. W. 811, 812; *Greenberg v. Ray*, 214 Ala. 481, 108 So. 385, 387.

—**Good will.** The custom or patronage of any established trade or business; the benefit or advantage of having established a business and secured its patronage by the public. The advantage or benefit which is acquired by an establishment, beyond the mere value of the capital, stocks, funds, or property employed therein, in consequence of the general public

patronage and encouragement which it receives from constant or habitual customers, on account of its local position, or common celebrity, or reputation for skill or affluence or punctuality, or from other accidental circumstances or necessities, or even from ancient partialities or prejudices. *Story, Partn.* § 99; *Haverly v. Elliott*, 39 Neb. 201, 57 N. W. 1010; *Munsey v. Butterfield*, 133 Mass. 494; *Bell v. Ellis*, 33 Cal. 625; *People v. Roberts*, 159 N. Y. 70, 53 N. E. 685, 45 L. R. A. 126; *Churton v. Douglas*, 5 Jur. N. S. 890; *Mendez v. Holt*, 128 U. S. 514, 9 S. Ct. 143, 32 L. Ed. 526. The good-will of a business is the expectation of continued public patronage, but it does not include a right to use the name of any person from whom it was acquired. *Civ. Code Cal.* § 992; *Comp. Laws N. D.* 1913, § 5465; *Comp. Laws S. D.* 1929, § 491. The term "good-will" does not mean simply the advantage of occupying particular premises which have been occupied by a manufacturer, etc. It means every advantage, every positive advantage, that has been acquired by a proprietor in carrying on his business, whether connected with the premises in which the business is conducted, or with the name under which it is managed, or with any other matter carrying with it the benefit of the business. *Glen & Hall Mfg. Co. v. Hall*, 61 N. Y. 226, 19 Am. Rep. 278; *In re Ball's Estate*, 146 N. Y. S. 499, 501, 161 App. Div. 79; *Whittle v. Davie*, 116 Va. 575, 82 S. E. 724, 726; *Armstrong v. Atlantic Ice & Coal Corporation*, 141 Ga. 464, 81 S. E. 212, 213; *Hines v. Roberts Bros.*, 117 Kan. 589, 232 P. 1050, 1052; *In re Brown*, 242 N. Y. 1, 150 N. E. 581, 582, 44 A. L. R. 510; *Hodde v. Hahn*, 283 Mo. 320, 222 S. W. 799, *Martin v. Jablonski*, 253 Mass. 451, 149 N. E. 156, 159; *Collas v. Brown*, 211 Ala. 443, 100 So. 769, 770; *United Romanian Meat & Grocery Co. v. Abramson*, 218 Ill. App. 577; *MacFadden v. Jenkins*, 40 N. D. 422, 169 N. W. 151, 154; *Hilton v. Hilton*, 89 N. J. Eq. 182, 104 A. 375, 376, L. R. A. 1918F, 1174; *Sivley v. Cramer*, 105 Miss. 13, 61 So. 653, 654; *Manning v. Kesner*, 209 Ill. App. 475, 476; *Jones v. Stevens*, 112 Ohio St. 43, 146 N. E. 894, 896; *Acme, Palmers & De Mooy Foundry Co. v. Weiss (D. C.)* 21 F.(2d) 492, 493.

—**Public good.** Under a statute providing that the Public Service Commission shall make an order permitting a transfer of the property of a public utility, when it is for the public good, such transfer is for the public good whenever it is not contrary to law and is reasonable, since it is not for the public good that such utilities be unreasonably restrained of their liberties. *Grafton County Electric Light & Power Co. v. State*, 77 N. H. 539, 94 A. 193, 194.

GOODRIGHT, GOODTITLE. The fictitious plaintiff in the old action of ejectment, most frequently called "John Doe," was sometimes called "Goodright" or "Goodtitle."

GOODS.

In Contracts

The term "goods" is not so wide as "chattels," for it applies to inanimate objects, and does not include animals or chattels real, as a lease for years of house or land, which "chattels" does include. Co. Litt. 118; St. Joseph Hydraulic Co. v. Wilson, 133 Ind. 465, 33 N. E. 113; Van Patten v. Leonard, 55 Iowa, 520, 8 N. W. 334; Putnam v. Westcott, 19 Johns. (N. Y.) 76.

Goods is a term of variable content. It may include every species of personal property or it may be given a very restricted meaning. Cate v. Merrill, 116 Me. 235, 102 A. 235, 233, 237; Canales v. Earl (Mun. Ct. N. Y.) 168 N. Y. S. 726, 727.

In Wills

In wills "goods" is *nomen generalissimum*, and, if there is nothing to limit it, will comprehend all the personal estate of the testator, as stocks, bonds, notes, money, plate, furniture, etc. Kendall v. Kendall, 4 Russ. 370; Chamberlain v. Western Transp. Co., 44 N. Y. 310, 4 Am. Rep. 681; Foxall v. McKenney, 9 Fed. Cas. 645; Bailey v. Duncan, 2 T. B. Mon. (Ky.) 22; Keyser v. School Dist., 35 N. H. 483.

In General

—**Goods and chattels.** This phrase is a general denomination of personal property, as distinguished from real property; the term "chattels" having the effect of extending its scope to any objects of that nature which would not properly be included by the term "goods" alone, *e. g.*, living animals, emblements, and fruits, and terms under leases for years. Larson v. Judd, 200 Ill. App. 420. The general phrase also embraces choses in action, as well as personalty in possession. In wills. The term "goods and chattels" will, unless restrained by the context, pass all the personal estate, including leases for years, cattle, corn, debts, and the like. Ward, Leg. 208, 211.

—**Goods sold and delivered.** A phrase frequently used in the action of *assumpsit*, when the sale and delivery of goods furnish the cause.

—**Goods, wares, and merchandise.** A general and comprehensive designation of such chattels as are ordinarily the subject of traffic and sale. The phrase is used in the statute of frauds, and is frequently found in pleadings and other instruments. As to its scope, see State v. Brooks, 4 Conn. 449; French v. Schoonmaker, 69 N. J. Law, 6, 54 Atl. 225; Sewall v. Allen, 6 Wend. (N. Y.) 355; Smith v. Wilcox, 24 N. Y. 358, 82 Am. Dec. 302; Dyott v. Letcher, 6 J. J. Marsh. (Ky.) 543; Boston Investment Co. v. Boston, 158 Mass. 461, 33 N. E. 580; Com. v. Nax, 13 Grat. (Va.) 790; Ellison v. Brigham, 38 Vt. 66; Banta v. Chicago, 172 Ill. 204, 50 N. E. 233, 40 L. R. A. 611; First Nat. Bank of Stephenville v. Thompson (Tex. Com. App.) 265 S. W. 884,

886; Virginia-Carolina Chemical Co. v. Bouchelle, 12 Ga. App. 661, 78 S. E. 51; Hewson v. Peterman Mfg. Co., 76 Wash. 600, 136 P. 1158, 1159; Coleman v. St. Paul & Tacoma Lumber Co., 110 Wash. 259, 188 P. 532, 535; Ex parte Holmes, 187 Cal. 640, 203 P. 398, 399; Basset v. City of Boston, 226 Mass. 64, 114 N. E. 1035; Culp v. Holbrook, 76 Ind. App. 272, 129 N. E. 278, 280.

GOOLE. In old English law. A breach in a bank or sea wall, or a passage worn by the flux and reflux of the sea. St. 16 & 17 Car. II. c. 11.

GOPHER HOLING. The "gopher hole" method of blasting" consists in boring holes, horizontally into the bank of earth and inserting therein charges of powder, the explosion of which dislodges the bank. Bartnes v. Pittsburg Iron Ore Co., 123 Minn. 131, 143 N. W. 117.

GORCE, or GORS. A wear, pool, or pit of water. Termes de la Ley.

GORE. In old English law, a small, narrow slip of ground. Cowell. In modern land law, a small triangular piece of land, such as may be left between surveys which do not close. In some of the New England states (as Maine and Vermont) the term is applied to a subdivision of a county, having a scanty population and for that reason not organized as a town.

GORGE. A defile between hills or mountains, that is a narrow throat or outlet from a region of country. Gibbs v. Williams, 25 Kan. 214, 37 Am. Rep. 241.

GOSSIPRED. In canon law. Comaternity; spiritual affinity.

GOUT. In medical jurisprudence. An inflammation of the fibrous and ligamentous parts of the joints, characterized or caused by an excess of uric acid in the blood; usually, but not invariably, occurring in the joints of the feet, and then specifically called "podagra."

GOVERNMENT. The regulation, restraint, supervision, or control which is exercised upon the individual members of an organized jural society by those invested with authority; or the *act* of exercising supreme political power or control. Chicago, B. & Q. R. Co. v. School Dist. No. 1 in Yuma County, 63 Colo. 159, 165 P. 260, 263.

The system of polity in a state; that form of fundamental rules and principles by which a nation or state is governed, or by which individual members of a body politic are to regulate their social actions; a constitution, either written or unwritten, by which the rights and duties of citizens and public officers are prescribed and defined, as a monarchical government, a republican government, etc. Webster.

An empire, kingdom, state or independent political community; as in the phrase, "Compacts between independent governments."

The sovereign or supreme power in a state or nation.

The machinery by which the sovereign power in a state expresses its will and exercises its functions; or the framework of political institutions, departments, and offices, by means of which the executive, judicial, legislative, and administrative business of the state is carried on.

The whole class or body of office-holders or functionaries considered in the aggregate, upon whom devolves the executive, judicial, legislative, and administrative business of the state: *Stokes v. United States* (C. C. A.) 264 F. 18, 22.

In a colloquial sense, the United States or its representatives, considered as the prosecutor in a criminal action; as in the phrase, "the government objects to the witness."

—**Federal government.** The government of the United States of America, as distinguished from the governments of the several states.

—**Government annuities societies.** These societies are formed in England under 3 & 4 Wm. IV. c. 14, to enable the industrious classes to make provisions for themselves by purchasing, on advantageous terms, a government annuity for life or term of years. By 16 & 17 Vict. c. 45, this act, as well as 7 & 8 Vict. c. 83, amending it, were repealed, and the whole law in relation to the purchase of government annuities, through the medium of savings banks, was consolidated. And by 27 & 28 Vict. c. 43, additional facilities were afforded for the purchase of such annuities, and for assuring payments of money on death. Wharton.

—**Government de facto.** A government of fact. A government actually exercising power and control in the state, as opposed to the true and lawful government; a government not established according to the constitution of the state, or not lawfully entitled to recognition or supremacy, but which has nevertheless supplanted or displaced the government *de jure*. A government deemed unlawful, or deemed wrongful or unjust, which, nevertheless, receives presently habitual obedience from the bulk of the community. Aust. Jur. 324. There are several degrees of what is called "de facto government." Such a government, in its highest degree, assumes a character very closely resembling that of a lawful government. This is when the usurping government expels the regular authorities from their customary seats and functions, and establishes itself in their place, and so becomes the actual government of a country. The distinguishing characteristic of such a government is that adherents to it in war against the government *de jure* do not incur

the penalties of treason; and, under certain limitations, obligations assumed by it in behalf of the country or otherwise will, in general, be respected by the government *de jure* when restored.

But there is another description of government, called also by publicists a "government *de facto*," but which might, perhaps, be more aptly denominated a "government of paramount force." Its distinguishing characteristics are (1) that its existence is maintained by active military power, within the territories, and against the rightful authority, of an established and lawful government; and (2) that, while it exists, it must necessarily be obeyed in civil matters by private citizens who, by acts of obedience, rendered in submission to such force, do not become responsible, as wrong-doers, for those acts, though not warranted by the laws of the rightful government. Actual governments of this sort are established over districts differing greatly in extent and conditions. They are usually administered directly by military authority, but they may be administered, also, by civil authority, supported more or less by military force. *Thorington v. Smith*, 8 Wall. 3, 9, 19 L. Ed. 361. The term "de facto," as descriptive of a government, has no well-fixed and definite sense. It is perhaps, most correctly used as signifying a government completely, though only temporarily, established in the place of the lawful or regular government, occupying its capitol, and exercising its power, and which is ultimately overthrown, and the authority of the government *de jure* re-established. *Thomas v. Taylor*, 42 Miss. 651, 703, 2 Am. Rep. 625.

A government *de facto* is a government that unlawfully gets the possession and control of the rightful legal government, and maintains itself there, by force and arms, against the will of such legal government, and claims to exercise the powers thereof. *Chisholm v. Coleman*, 43 Ala. 204, 94 Am. Dec. 677. And see further *Smith v. Stewart*, 21 La. Ann. 67, 99 Am. Dec. 709; *Williams v. Bruffy*, 96 U. S. 176, 24 L. Ed. 716; *Keppel v. Railroad Co.*, 14 Fed. Cas. 357.

—**Government de jure.** A government of right; the true and lawful government; a government established according to the constitution of the state, and lawfully entitled to recognition and supremacy and the administration of the state, but which is actually cut off from power or control. A government deemed lawful, or deemed rightful or just, which, nevertheless, has been supplanted or displaced; that is to say, which receives not presently (although it received formerly) habitual obedience from the bulk of the community. Aust. Jur. 324.

—**Local government.** The government or administration of a particular locality; especially, the governmental authority of a municipal corporation, as a city or county, over its local and individual affairs, exercised in virtue of power delegated to it for that purpose by the general government of the state or nation.

—**Mixed government.** A form of government combining some of the features of two or all of the three primary forms, viz., monarchy, aristocracy, and democracy.

—Republican government. One in which the powers of sovereignty are vested in the people and are exercised by the people, either directly, or through representatives chosen by the people, to whom those powers are specially delegated. Black, Const. Law (3d Ed.) 309; In re Duncan, 139 U. S. 449, 11 Sup. Ct. 573, 35 L. Ed. 219; Minor v. Happersett, 21 Wall. 175, 22 L. Ed. 627.

GOVERNOR. The title of the chief executive in each of the states and territories of the United States; and also of the chief magistrate of some colonies, provinces, and dependencies of other nations.

GRABBOTS. Oilmill motes, composed of small particles of refuse cotton, detached from, but left with, the seed in the first ginning process and generally separated and recovered by a process of reginning. Chicago, R. I. & P. Ry. Co. v. Cleveland, 61 Okl. 64, 160 P. 328, 330.

GRACE. This word is commonly used in contradistinction to "right." Thus, in St. 22 Edw. III, the lord chancellor was instructed to take cognizance of matters of grace, being such subjects of equity jurisdiction as were exclusively matters of equity. Brown.

A faculty, license, or dispensation; also general and free pardon by act of parliament. See Act of Grace.

For Of Grace, see that title.

GRACE, DAYS OF. Time of indulgence granted to an acceptor or maker for the payment of his bill of exchange or note. It was originally a gratuitous favor, (hence the name,) but custom has rendered it a legal right.

GRADATIM. In old English law. By degrees or steps; step by step; from one degree to another. Bract. fol. 64.

GRADE, v. To establish a level by mathematical points and lines, and then to bring the surface of the street or highway to the level by the elevation or depression of the natural surface to the line fixed. Gas & Electric Securities Co. v. Manhattan & Queens Traction Corporation (C. C. A.) 266 F. 625, 639; Louisville & N. R. Co. v. State, 137 Tenn. 341, 193 S. W. 113; Washington Water Power Co. v. City of Spokane, 89 Wash. 149, 154 P. 329, 330; Giles v. City of Olympia, 115 Wash. 428, 197 P. 631, 633, 16 A. L. R. 493.

GRADE, n. Used in reference to streets: (1) The line of the street's inclination from the horizontal; (2) a part of a street inclined from the horizontal. Cent. Dict. That is, it sometimes signifies the line established to guide future construction, and at other times, the street wrought to the line; Little Rock v. Ry. Co., 56 Ark. 28, 19 S. W. 17; Austin v. Tillamook City, 121 Or. 385, 254 P. 819, 824.

Grades of crime, in legal parlance, are always spoken of and understood as higher or lower in grade, or degree, according to the measure of punishment attached and meted out on conviction, and the consequences resulting to the party convicted; People v. Rawson, 61 Barb. (N. Y.) 619.

Rank, status, position. Leitch v. Gaither, 151 Md. 167, 134 A. 317, 318.

GRADE CROSSING. A place where one highway crosses another: in particular, a place where a railroad is crossed at grade by a public or private road, or by another railroad. The term is most frequently used with reference to the crossing of a public highway by a railroad. Armour & Co. v. New York, N. H. & H. R. Co., 41 R. I. 361, 103 A. 1031, 1033. By a railroad grade crossing is meant, not where a railroad crosses a highway at grade, but where two lines of railway cross at grade. Poole v. Boston & M. R. R., 216 Mass. 12, 102 N. E. 918, 919.

GRADUATE. One who has taken a degree in a college or university. It is said to be a word of elastic meaning, involving infinite variety in the methods and standards of graduation which may be adopted; State v. Ins. Co., 40 La. Ann. 463, 4 South. 504; Valentine v. Independent School District of Casey, 191 Iowa, 1100, 183 N. W. 434, 437.

GRADUS. In the civil and old English law. A measure of space. A degree of relationship.

A step or degree generally; *e. g.*, *gradus honorum*, degrees of honor. Vicat. A pulpit; a year; a generation. Du Cange.

A port; any place where a vessel can be brought to land. Du Cange.

GRADUS PARENTELÆ. A pedigree; a table of relationship.

GRAFFARIUS. In old English law. A graffer, notary, or scrivener. St. 5 Hen. VIII. c. 1.

GRAFFER. A notary or scrivener. See St. 5 Hen. VIII, c. 1. The word is a corruption of the French "*greffier*," (*q. v.*)

GRAFFIUM. A writing-book, register, or cartulary of deeds and evidences. Cowell.

GRAFIO. A baron, inferior to a count. A fiscal judge. An advocate. Spelman; Cowell.

GRAFT. A term used in equity to denote the confirmation, by relation back, of the right of a mortgagee in premises to which, at the making of the mortgage, the mortgagor had only an imperfect title, but to which the latter has since acquired a good title.

Advantage or personal gain received because of peculiar position or superior influence of one holding position of trust and confidence without rendering compensatory services, or dishonest transaction in relation to

public or official acts, and sometimes implies theft, corruption, dishonesty, fraud, or swindle, and always want of integrity. *Mount v. Welsh*, 118 Or. 568, 247 P. 815, 822; *Cooper v. Romney*, 49 Mont. 119, 141 P. 289, 291; *Gill v. Ruggles*, 95 S. C. 90, 78 S. E. 536, 540.

GRAIN. In Troy weight, the twenty-fourth part of a pennyweight. Any kind of corn sown in the ground.

GRAIN RENT. A payment for the use of land in grain or other crops; the return to the landlord paid by croppers or persons working the land on shares. *Railroad Co. v. Bates*, 40 Neb. 381, 58 N. W. 963.

GRAINAGE. An ancient duty in London under which the twentieth part of salt imported by aliens was taken.

GRAMMAR SCHOOL. In England, this term designates a school in which such instruction is given as will prepare the student to enter a college or university, and in this sense the phrase was used in the Massachusetts colonial act of 1647, requiring every town containing a hundred householders to set up a "grammar school." See *Jenkins v. Andover*, 103 Mass. 97. But in modern American usage the term denotes a school, intermediate between the primary school and the high school, in which English grammar and other studies of that grade are taught.

Grammatica falsa non vitiat chartam. 9 Coke, 48. False grammar does not vitiate a deed.

GRAMMATOPHYLACIUM. (Græco-Lat.) In the civil law. A place for keeping writings or records. Dig. 48, 19, 9, 6.

GRAMME. The unit of weight in the metric system. The gramme is the weight of a cubic centimeter of distilled water at the temperature of 4° C. It is equal to 15.4341 grains troy, or 5.6481 drachms avoirdupois.

GRANATARIUS. In old English law. An officer having charge of a granary. *Fleta*, lib. 2, c. 82, § 1; *Id.* c. 84.

GRAND. *n.* In cant of gangsters, thieves, and underworld, one thousand dollars.

As to grand "Assize," "Bill of Sale," "Cape," "Distress," "Jury," "Larceny," and "Serjeanty," see those titles.

GRAND COUTUMIER. A collection of customs, laws, and forms of procedure in use in early times in France. See *Coutumier*.

GRAND DAYS. In English practice. Certain days in the terms, which are solemnly kept in the inns of court and chancery, viz., Candlemas day in Hilary term, Ascension day in Easter, St. John the Baptist day in Trinity, and All Saints in Michaelmas; which are *dies non juridici*. *Termes de la Ley*; *Cowell*; *Blount*. They are days set apart for peculiar festivity; the members of the re-

spective inns being on such occasions regaled at their dinner in the hall, with more than usual sumptuousness. *Holthouse*.

GRAND REMONSTRANCE. A constitutional document passed by the British House of Commons in November, 1641. It was in the nature of an appeal to the country, setting forth political grievances. It consisted of a preamble of 20 clauses and the body of the remonstrance with 206 clauses, each of which was voted separately. Its first remedial measure was against papists; its second demanded that all illegal grievances and exactions should be presented and punished at the sessions and assizes and that judges and justices should be sworn to the due execution of the Petition of Rights and other laws. The third was a series of precautions to prevent the employment of evil councillors. See *Taswell-Langmead*, *Engl. Const. Hist.* 464; *Forsher*, *Grand Remonstrance*. The text will be found in *History for Ready Reference*, II, 833.

GRAND-STAND PLAY. In baseball, etc., a play made more showily than necessary in order to draw the applause of those in the grand stand; hence, figuratively, an act done to draw applause. *Webster, Dict.* A statement that a judge made a "grand-stand play" by his decision in a pending case constituted contempt, for the words convey the idea that the judge was playing to the multitude, and simply making such decision as would be pleasing to them, regardless of the law. *People v. Gilbert*, 281 Ill. 619, 118 N. E. 196, 200.

GRANDCHILD. The child of one's child. The word may, however, be enlarged by context. *Ball v. Weightman*, 273 Pa. 120, 116 A. 653, 654; *Davidson v. Blackwell*, 152 Ga. 48, 108 S. E. 469, 471; *In re McKim's Estate*, 185 N. Y. S. 767, 768, 115 Misc. 720; *Jenkins v. Harris*, 135 Miss. 457, 100 So. 280; *In re Van Wyck's Estate*, 185 Cal. 49, 196 P. 50, 53; *Von Fell v. Spirling*, 96 N. J. Eq. 20, 124 A. 518, 519; *Rhodes v. Williams*, 143 Ga. 342, 85 S. E. 105, 107; *Splittdorf Electrical Co. v. King*, 90 N. J. Law, 421, 103 A. 674.

GRANDFATHER. The father of either of one's parents.

GRANDFATHER CLAUSE. A clause introduced into several of the constitutions of the southern states, limited the right to vote to those who can read and write any article of the constitution of the United States, and have worked or been regularly employed in some lawful employment for the greater part of the year next preceding the time they offer to register unless prevented from labor or ability to read or write by physical disability, or who own property assessed at three hundred dollars upon which the taxes have been paid; but those who have served in the army or navy of the United States or

In the Confederate States in time of war, their lawful descendants in every degree, and persons of good character who understand the duties and obligations of citizenship under a republican form of government were relieved from the operation of this law. In 1902 nine-tenths of the negroes of Alabama were thereby disqualified. In *Giles v. Harris*, 189 U. S. 475, 23 S. Ct. 639, 47 L. Ed. 909, a negro filed a bill in equity praying that the defendant board of registry be required to enroll his name and those of other negroes on the voting list and that certain sections of the constitution of Alabama be declared void as contrary to the XIVth and XVth amendments to the federal constitution. The bill was dismissed on the ground that equity has no jurisdiction over political matters; Brewer, Brown, and Harlan, JJ., dissenting.

GRANDMOTHER. The mother of either of one's parents.

GRANGE. A farm furnished with barns, granaries, stables, and all conveniences for husbandry. Co. Litt. 5a.

GRANGEARIUS. A keeper of a grange or farm.

GRANGER CASES. A name applied to six cases decided by the supreme court of the United States in 1876, which are reported in *Munn v. Illinois*, 94 U. S. 113, 24 L. Ed. 77; *Chicago, B. & Q. R. Co. v. Iowa*, 94 U. S. 155, 24 L. Ed. 94; *Peik v. Ry. Co.*, 94 U. S. 165, 24 L. Ed. 97; *Chicago, M. & St. P. R. Co. v. Ackley*, 94 U. S. 179, 24 L. Ed. 99; *Winona & St. Peter R. Co. v. Blake*, 94 U. S. 180, 24 L. Ed. 99; those most frequently cited being *Munn v. Illinois*, and *C. B. & Q. R. Co. v. Iowa*. They are so called because they arose out of an agitation commenced by the grangers which resulted in the enactment of statutes for the regulation of the tolls and charges of common carriers, warehousemen, and the proprietors of elevators. The enforcement of these acts was resisted and their constitutionality questioned. The supreme court affirmed the common-law doctrine that private property appropriated by the owner to a public use is thereby subjected to public regulation. They also held that the right of regulation was not restrained by the prohibition of the fourteenth amendment of the federal constitution against the taking by the states of private property without due process of law. A text writer, who was at that time a member of the court, says of these cases: "But these decisions left undecided the question how far this legislative power of regulation belonged to the States, and how far it was in the congress of the United States"; *Miller, Const. U. S.* 397.

GRANGIA. A grange. Co. Litt. 5a.

GRANT. A generic term applicable to all transfers of real property. 3 Washb. Real Prop. 181, 353.

A transfer by deed of that which cannot be passed by livery. *Williams, Real Prop.* 147, 149; *Jordan v. Indianapolis Water Co.*, 159 Ind. 337, 64 N. E. 680.

An act evidenced by letters patent under the great seal, granting something from the king to a subject. *Cruise, Dig. tit.* 33, 34; *Downs v. United States*, 113 Fed. 147, 51 C. C. A. 100.

A technical term made use of in deeds of conveyance of lands to import a transfer. 3 Washb. Real Prop. 378-380.

Though the word "grant" was originally made use of, in treating of conveyances of interests in lands, to denote a transfer by deed of that which could not be passed by livery, and, of course, was applied only to incorporeal hereditaments, it has now become a generic term, applicable to the transfer of all classes of real property. 3 Washb. Real Prop. 181.

As distinguished from a mere license, a grant passes some estate or interest, corporeal or incorporeal, in the lands which it embraces; can only be made by an instrument in writing, under seal; and is irrevocable, when made, unless an express power of revocation is reserved. A license is a mere authority; passes no estate or interest whatever; may be made by parol; is revocable at will; and, when revoked, the protection which it gave ceases to exist. *Jamieson v. Millemann*, 3 Duer (N. Y.) 255, 258.

The term "grant," in Scotland, is used in reference (1) to original dispositions of land, as when a lord makes grants of land among tenants; (2) to gratuitous deeds. *Paterson*. In such case, the superior or donor is said to grant the deed; an expression totally unknown in English law. *Mozley & Whitley*.

By the word "grant," in a treaty, is meant not only a formal grant, but any concession, warrant, order, or permission to survey, possess, or settle, whether written or parol, express, or presumed from possession. Such a grant may be made by law, as well as by a patent pursuant to a law. *Strother v. Lucas*, 12 Pet. 436, 9 L. Ed. 1137. And see *Bryan v. Kennett*, 113 U. S. 179, 5 S. Ct. 413, 28 L. Ed. 908; *Hastings v. Turnpike Co.*, 9 Pick. (Mass.) 80; *Dudley v. Sumner*, 5 Mass. 470.

For *office grant*, see *Office*.

—**Grant and demise.** In a lease for years these words create an implied warranty of title and a covenant for quiet enjoyment; *Stott v. Rutherford*, 92 U. S. 107, 23 L. Ed. 486.

—**Grant and to freight let.** Operative words in a charter party, implying the placing of the vessel at the disposition of the charterer for the purposes of the intended voyage, and generally, transferring the possession. See *Christie v. Lewis*, 2 Brod. & B. 441.

—**Grant, bargain, and sell.** Operative words in conveyances of real estate. See *Muller v. Boggs*, 25 Cal. 187; *Hawk v. McCullough*, 21

Ill. 221; *Ake v. Mason*, 101 Pa. 20; *Little v. Thropp*, 245 Pa. 539, 91 A. 924, 926; *Bell v. Bancroft*, 55 Okl. 306, 155 P. 594, 597; *Talbert v. Grist*, 198 Mo. App. 492, 201 S. W. 906, 907; *Mackintosh v. Stewart*, 181 Ala. 328, 61 So. 956, 957; *Jones v. Gallagher*, 54 Okl. 611, 154 P. 552, 554; *Laclede Laundry Co. v. Freudenstein*, 179 Mo. App. 175, 161 S. W. 593, 596.

—**Grant of personal property.** A method of transferring personal property, distinguished from a gift by being always founded on some consideration or equivalent. 2 Bl. Comm. 440, 441. Its proper legal designation is an "assignment," or "bargain and sale." 2 Steph. Comm. 102.

—**Grant to uses.** The common grant with uses superadded, which has become the favorite mode of transferring realty in England. Wharton.

—**Private land grant.** A grant by a public authority vesting title to public land in a private (natural) person. *United Land Ass'n v. Knight*, 85 Cal. 448, 24 P. 818.

—**Public grant.** A grant from the public; a grant of a power, license, privilege, or property, from the state or government to one or more individuals, contained in or shown by a record, conveyance, patent, charter, etc.

GRANTEE. The person to whom a grant is made.

GRANTOR. The person by whom a grant is made.

GRANTZ. In old English law. Noblemen or grantees. Jacob.

GRASS HEARTH. In old records. The grazing or turning up the earth with a plow. The name of a customary service for inferior tenants to bring their plows, and do one day's work for their lords. Cowell.

GRASS WEEK. Rogation week, so called anciently in the inns of court and chancery.

GRASS WIDOW. A slang term for a woman separated from her husband by abandonment or prolonged absence; a woman living apart from her husband. Webster. A divorcee.

GRASSON, or GRASSUM. A fine paid upon the transfer of a copyhold estate.

GRATIFICATION. A gratuity; a recompense or reward for services or benefits, given voluntarily, without solicitation or promise.

GRATIS. Freely; gratuitously; without reward or consideration.

GRATIS DICTUM. A voluntary assertion; a statement which a party is not legally bound to make, or in which he is not held to precise accuracy. 2 Kent, Comm. 486; *Medbury v. Watson*, 6 Metc. (Mass.) 260, 39 Am. Dec. 726.

GRATUITOUS. Without valuable or legal consideration. A term applied to deeds of conveyance and to bailments and other contracts.

In Old English Law

Voluntary; without force, fear, or favor. Bract. fols. 11, 17.

As to gratuitous "Bailment," "Contract," and "Deposit," see those titles.

GRAVA. In old English law. A grove; a small wood; a coppice or thicket. Co. Litt. 4b.

A thick wood of high trees. Blount.

GRAVAMEN. The burden or gist of a charge; the grievance or injury specially complained of.

In English Ecclesiastical Law

A grievance complained of by the clergy before the bishops in convocation.

GRAVATIO. In old English law. An accusation or impeachment. Leg. Ethel. c. 19.

GRAVE. A sepulcher. A place where a dead body is interred.

GRAVEL. Small stones, or fragments of stone often intermixed with particles of sand. *Fellows v. Dorsey*, 171 Mo. App. 289, 157 S. W. 995, 1000.

GRAVEL PIT. An excavation from which gravel is removed. *Walker v. Dwelle*, 187 Iowa, 1384, 175 N. W. 957, 964.

GRAVEN DOCK. A "graven dock" is distinguished from a "floating dock," in that it is permanently attached to, and in that manner is, a part of land. *Butler v. Robins Dry Dock & Repair Co.*, 240 N. Y. 23, 147 N. E. 235; *Manufacturers' Liability Ins. Co. v. Hamilton*, 129 Misc. 665, 222 N. Y. S. 394.

GRAVEYARD. A cemetery; a place for the interment of dead bodies; sometimes defined in statutes as a place where a minimum number of persons (as "six or more") are buried. See *Stockton v. Weber*, 98 Cal. 433, 33 P. 332; *Peterson v. Stolz* (Tex. Civ. App.) 269 S. W. 113, 117; *Gray v. Craig*, 103 Kan. 100, 172 P. 1004, 1005.

GRAVEYARD INSURANCE. A term applied to insurances fraudulently obtained (as, by false personation or other means) on the lives of infants, very aged persons, or those in the last stages of disease. Also occasionally applied to an insurance company which writes wager policies; takes extra-hazardous risks, or otherwise exceeds the limits of prudent and legitimate business. See *McCarty's Appeal*, 4 A. 925, 110 P. 379.

GRAVIS. Grievous; great. *Ad grave damnum*, to the grievous damage. 11 Coke, 40,

GRAVIUS. A graf; a chief magistrate or officer. A term derived from the more ancient "*grafio*," and used in combination with various other words, as an official title in Germany; as *Margravius*, *Rheingravius*, *Landgravius*, etc. Spelman.

Gravus est divinum quam temporalem lœdere majestatem. It is more serious to hurt divine than temporal majesty. 11 Coke, 29.

GRAY'S INN. An inn of court. See Inns of Court.

GREAT. As used in various compound legal terms, this word generally means extraordinary, that is, exceeding the common or ordinary measure or standard, in respect to physical size, or importance, dignity, etc. See *Gulf*, etc., R. Co. v. Smith, 87 Tex. 348, 28 S. W. 520; *San Christina Inv. Co. v. City and County of San Francisco*, 167 Cal. 762, 141 P. 384, 388, 52 L. R. A. (N. S.) 676; *Williamson Inv. Co. v. Williamson*, 96 Wash. 529, 165 P. 385, 389; *American Express Co. v. Terry*, 126 Md. 254, 94 A. 1026, 1030, Ann. Cas. 1917C, 650.

For *presumption great*, see Proof.

As to great "Care," "Ponds," "Seal," "Tithes," see those titles.

GREAT CATTLE. All manner of beasts except sheep and yearlings. 2 Rolle, 173.

GREAT CHARTER. *Magna Charta* (q. v.).

GREAT-GRANDCHILDREN. Children of one's grandchildren. *Jenkins v. Harris*, 135 Miss. 457, 100 So. 280.

GREAT LAW, THE, or "The Body of Laws of the Province of Pennsylvania and Territories thereunto belonging, Past at an Assembly held at Chester, *alias* Upland, the 7th day of the tenth month, called 'December,' 1682." This was the first code of laws established in Pennsylvania, and is justly celebrated for the provision in its first chapter for liberty of conscience.

GREAT SEAL. A seal by virtue of which a great part of the royal authority in England is exercised. The appointment of the lord high chancellor, or lord keeper, is made by the delivery of the great seal into his custody. There is one great seal for all public acts of state which concern the United Kingdom. The seal of the United States, or of a state, used in the execution of commissions and other public documents is usually termed the great seal of the United States, or of the state, as the case may be.

GREAT TITHES. In ecclesiastical law. The more valuable tithes: as, corn, hay, and wood. 3 Burn, *Eccl. Law*, 680, 681; 3 Steph. Com. 127. See Tithe.

GREE. Satisfaction for an offense committed or injury done. Cowell.

GREEK CROSS. See Cross.

GREEK KALENDS. A colloquial expression to signify a time indefinitely remote, there being no such division of time known to the Greeks.

GREEN CLOTH. In English law. A board or court of justice held in the countinghouse of the king's (or queen's) household, and composed of the lord steward and inferior officers. It takes its name from the green cloth spread over the board at which it is held. Wharton; Cowell.

GREEN SILVER. A feudal custom in the manor of Writtel, in Essex, where every tenant whose front door opens to Greenbury shall pay a half-penny yearly to the lord, by the name of "green silver" or "rent." Cowell.

GREEN WAX. In English law. The name of the estreats in the exchequer, delivered to the sheriff under the seal of that court which was impressed upon green wax.

GREENBACK. The popular and almost exclusive name applied to all United States treasury issues. It is not applied to any other species of paper currency; and, when employed in testimony by way of description, is as certain as the phrase "treasury notes." *Hickey v. State*, 23 Ind. 23. And see U. S. v. Howell (D. C.) 64 F. 114; *Spencer v. Prindle*, 28 Cal. 276; *Levy v. State*, 79 Ala. 261; *Cook v. State*, 130 Ark. 90, 196 S. W. 922, 924; *Haskins v. State*, 148 Ark. 351, 230 S. W. 5, 7.

GREENHEW. In forest law. The same as *vert* (q. v.). *Termes de la Ley*.

GREFFIERS. In French law. Registrars, or clerks of the courts. They are officials attached to the courts to assist the judges in their duties. They keep the minutes, write out the judgments, orders, and other decisions given by the tribunals, and deliver copies thereof to applicants.

GREGORIAN CODE. The code or collection of constitutions made by the Roman jurist Gregorius. See *Codex Gregorianus*.

GREGORIAN EPOCH. The time from which the Gregorian calendar or computation dates; i. e., from the year 1582.

GREMIO. In Spanish law. A guild; an association of workmen, artificers, or merchants following the same trade or business; designed to protect and further the interests of their craft.

GREMIUM. Lat. The bosom or breast; hence, derivatively, safeguard or protection. In English law, an estate which is in abeyance is said to be *in gremio legis*; that is, in the protection or keeping of the law.

GRENVILLE ACT. The statute 10 Geo. III. c. 16, by which the jurisdiction over parlia-

mentary election petitions was transferred from the whole house of commons to select committees. Repealed by 9 Geo. IV. c. 22, § 1.

GRESSUME. In English law. A customary fine due from a copyhold tenant on the death of the lord. 1 Strange, 654; 1 Crabb, Real Prop. p. 615, § 778. Spelled also "*grassum*," "*grossome*," and "*gressame*."

In Scotland

Grassum is a fine paid for the making or renewing of a lease. Paterson.

GRETNA GREEN MARRIAGE. A marriage celebrated at Gretna, in Dumfries, (bordering on the county of Cumberland,) in Scotland. By the law of Scotland a valid marriage may be contracted by consent alone, without any other formality. When the marriage act (26 Geo. II. c. 33) rendered the publication of banns, or a license, necessary in England, it became usual for persons who wished to marry clandestinely to go to Gretna Green, the nearest part of Scotland, and marry according to the Scotch law; so a sort of chapel was built at Gretna Green, in which the English marriage service was performed by the village blacksmith. Wharton.

GREVA. In old records. The sea shore, sand, or beach. 2 Mon. Angl. 625; Cowell.

GREVE. A word of power or authority. Cowell.

GRIEVED. Aggrieved. 3 East, 22.

GRITH. In Saxon law. Peace; protection.

GRITHSTOLE. A place of sanctuary. Cowell.

GROAT. An English silver coin (value four pence) issued from the fourteenth to the seventeenth century. See Reg. v. Connell, 1 Car. & K. 191.

GROCIER. In old English law. A merchant or trader who *engrossed* all vendible merchandise; an engrosser. St. 37 Edw. III. c. 5. See Engrosser.

GROG-SHOP. A liquor saloon, barroom, or dram-shop; a place where intoxicating liquor is sold to be drunk on the premises. See Leesburg v. Putnam, 103 Ga. 110, 29 S. E. 602.

GRONNA. In old records. A deep hollow or pit; a bog or miry place. Cowell.

GROOM OF THE STOLE. In England. An officer of the royal household, who has charge of the king's wardrobe.

GROOM PORTER. Formerly an officer belonging to the royal household. Jacob.

GROSS. Great; culpable. General. Absolute or entire. A thing *in gross* exists in its own right, and not as an appendage to another thing. Before or without diminution

or deduction; total. Standard Chemical Co. v. Curtis, 77 Colo. 10, 233 P. 1112, 1113; Smith v. Toth, 61 Ind. App. 42, 111 N. E. 442, 444; London Guarantee & Accident Co. v. Jacobson, 241 Mass. 255, 135 N. E. 122; Klaffer v. State Board of Examiners of Architects, 102 N. E. 193, 195, 259 Ill. 15, 46 L. R. A. (N. S.) 532, Ann. Cas. 1914B, 1221; Moats v. Island Oil & Transportation Corporation, 193 App. Div. 894, 183 N. Y. S. 80.

As to gross "*Adventure*," "*Average*," "*Earnings*," "*Fault*," "*Negligence*," and "*Weight*," see those titles.

GROSS INADEQUACY. In compensation cases. Compensation so unreasonably small as to shock sense of justice and evince lack of fair and intelligent consideration. Albertsen v. Swift & Co., 117 Kan. 337, 230 P. 1057, 1058.

GROSS WEIGHT. The total weight of goods or merchandise, with the chests, bags, and the like, from which are to be deducted tare and tret.

GROSSE AVENTURE. Fr. In French marine law. The contract of bottomry. Ord. Mar. liv. 3, tit. 5.

GROSSE BOIS. Timber. Cowell.

GROSSEMENT. L. Fr. Largely, greatly. *Grossement enseint*, big with child. Plowd. 76.

GROSSOME. In old English law. A fine, or sum of money paid for a lease. Plowd. 270, 271. Supposed to be a corruption of *gersuma*, (*q. v.*). See Gressume.

GROUND. Soil; earth; the earth's surface appropriated to private use and under cultivation or susceptible of cultivation.

Though this term is sometimes used in conveyances and in statutes as equivalent to "*land*," it is properly of a more limited signification, because it applies strictly only to the surface, while "*land*" includes everything beneath the surface, and because "*ground*" always means dry land, whereas "*land*" may and often does include the beds of lakes and streams and other surfaces under water. See Wood v. Carter, 70 Ill. App. 218; State v. Jersey City, 25 N. J. Law, 529; Com. v. Roxbury, 9 Gray (Mass.) 491.

A foundation or basis; points relied on. People v. Wilkins, 67 Cal. App. 758, 228 P. 367; People v. Preciado, 31 Cal. App. 519, 160 P. 1090, 1091; In re Egan, 36 S. D. 228, 154 N. W. 521, 522.

—**Ground annual.** In Scotch law. An annual rent of two kinds: *First*, the feu duties payable to the lords of erection and their successors; *second*, the rents reserved for building lots in a city, where *sub-feus* are prohibited. This rent is in the nature of a perpetual annuity. Bell; Ersk. Inst. 11, 3, 52.

—**Ground landlord.** The grantor of an estate on which a ground-rent is reserved.

—**Ground of action.** The basis of a suit; the foundation or fundamental state of facts on which an action rests; the real object of the plaintiff in bringing his suit. See *Nash v. Adams*, 24 Conn. 39; *Appeal of Huntington*, 73 Conn. 582, 48 A. 766.

—**Ground-rent.** A perpetual rent reserved to himself and his heirs, by the grantor of land in fee-simple, out of the land conveyed. It is in the nature of an emphyteutic rent. Also, in English law, rent paid on a building lease. See *Hart v. Anderson*, 48 A. 636, 198 Pa. 558; *Sturgeon v. Ely*, 6 Pa. 406; *Franciscus v. Reigart*, 4 Watts. (Pa.) 116.

—**Ground writ.** By the English common-law procedure act, 1852, c. 121, "it shall not be necessary to issue any writ directed to the sheriff of the county in which the venue is laid, but writs of execution may issue at once into any county, and be directed to and executed by the sheriff of any county, whether a county palatine or not, without reference to the county in which the venue is laid, and without any suggestion of the issuing of a prior writ into such county." Before this enactment, a *ca. sa.* or *fi. fa.* could not be issued into a county different from that in which the venue in the action was laid, without first issuing a writ, called a "ground writ," into the latter county, and then another writ, which was called a "*testatum writ*," into the former. The above enactment abolished this useless process. Wharton.

GROUNDAGE. A custom or tribute paid for the standing of shipping in port. Jacob.

GROWING CROP. A crop must be considered and treated as a *growing* crop from the time the seed is deposited in the ground, as at that time the seed loses the qualities of a chattel, and becomes a part of the freehold, and passes with a sale of it. *Wilkinson v. Ketler*, 69 Ala. 435. Things commonly planted, cultivated, and harvested for use or profit of husbandman. *Pelham v. State*, 20 Ala. App. 359, 102 So. 462, 463.

Growing crops of grain, and other annual productions raised by cultivation of the earth and industry of man, are personal chattels. Growing trees, fruit, or grass, and other natural products of the earth, are parcel of the land. *Green v. Armstrong*, 1 Denio (N. Y.) 550.

GROWTH HALF-PENNY. A rate paid in some places for the tithe of every fat beast, ox, or other unfruitful cattle. Clayt. 92.

GRUARII. The principal officers of a forest.

GRUB STAKE. In mining law. A contract between two parties by which one undertakes to furnish the necessary provisions, tools, and other supplies, and the other to prospect for and locate mineral lands and stake out mining claims thereon, the interest in the property thus acquired inuring to the benefit of

both parties, either equally or in such proportion as their agreement may fix. Such contracts create a qualified or special partnership. See *Berry v. Woodburn*, 107 Cal. 512, 40 P. 804; *Hartney v. Gosling*, 10 Wyo. 346, 68 P. 1118, 98 Am. St. Rep. 1005; *Meylette v. Brennan*, 20 Colo. 242, 38 P. 75; *Gillespie v. Shuffin*, 91 Okl. 72, 216 P. 132, 134; *Mattocks v. Gibbons*, 94 Wash. 44, 162 P. 19, 22.

GUADALUPE HIDALGO, TREATY OF. A treaty between the United States and Mexico, terminating the Mexican War, dated February 2, 1848. It was communicated by the president to the senate on February 23, 1848, and having been amended by the senate and ratified, it was afterwards ratified by the Mexican congress, both houses of which were required to concur. It was somewhat modified by the treaty with Mexico of 1853, by which a large territory was acquired from Mexico. See *Gadsden Purchase*.

GUADIA. In old European law. A pledge. *Spelman*; *Calvin*. A custom. *Spelman*. Spelled also "wadia."

GUARANTEE. He to whom a guaranty is made. This word is also used, as a noun, to denote the contract of guaranty or the obligation of a guarantor, and, as a verb, to denote the action of assuming the responsibilities of a guarantor. But on the general principle of legal orthography,—that the title of the person to whom the action passes over should end in "ee," as "donee," "grantee," "payee," "bailee," "drawee," etc.—it seems better to use this word only as the correlative of "guarantor," and to spell the verb, and also the name of the contract, "guaranty."

GUARANTOR. He who makes a guaranty. In re *Ford* (D. C.) 14 F.(2d) 848, 849.

GUARANTY, v. To undertake collaterally to answer for the payment of another's debt or the performance of another's duty, liability, or obligation; to assume the responsibility of a guarantor; to warrant. See *Guaranty, n.*

GUARANTY, n. A promise to answer for the payment of some debt, or the performance of some duty, in case of the failure of another person, who, in the first instance, is liable to such payment or performance. *Gallagher v. Nichols*, 60 N. Y. 444; *Andrews v. Pope*, 126 N. C. 472, 35 S. E. 817; *Deming v. Bull*, 10 Conn. 409; *Reigart v. White*, 52 Pa. 433; *Oppenheim v. National Surety Co.*, 105 Okl. 223, 231 P. 1076, 1077; In re *Ford* (D. C.) 14 F.(2d) 848, 849; *First Nat. Bank v. Nakdimen*, 111 Ark. 223, 163 S. W. 785, 786, Ann. Cas. 1916A, 968; *Hickory Novelty Co. v. Andrews*, 188 N. C. 59, 123 S. E. 314, 316; *Jobes v. Miller*, 201 Mo. App. 45, 209 S. W. 549, 550; *Wolthausen v. Trimpert*, 93 Conn. 260, 105 A. 687, 688; *Stuart v. Edwards*, 84 Okl. 207, 202 P. 1032, 1034; *Border Nat. Bank of Eagle Pass, Tex., v. American Nat. Bank of San Francisco, Cal.* (C. C. A.) 282 F. 73, 77; *Imperial Wa-*

ter Co. No. 4 v. Meserve, 62 Cal. App. 603, 217 P. 553; Doorly v. Butte & Western Silver Mines, 71 Mont. 529, 230 P. 779, 780; Etheridge v. W. T. Rawleigh Co., 29 Ga. App. 698, 116 S. E. 903, 905; Illinois Surety Co. v. Munro, 289 Ill. 570, 124 N. E. 528, 529; J. R. Watkins Medical Co. v. Marbach, 20 Ga. App. 691, 93 S. E. 270, 271.

A guaranty is an undertaking by one person to be answerable for the payment of some debt, or the due performance of some contract or duty, by another person, who himself remains liable to pay or perform the same. Story, Prom. Notes, § 457.

A guaranty is a promise to answer for the debt, default, or miscarriage of another person. Civil Code Cal. § 2787.

A guaranty is a contract that some particular thing shall be done, exactly as it is agreed to be done, whether it is to be done by one person or another, and whether there be a prior or principal contractor or not. Redfield v. Haight, 27 Conn. 31.

The definition of a "guaranty" by text-writers, is an undertaking by one person that another shall perform his contract or fulfill his obligation, or that, if he does not, the guarantor will do it for him. A guarantor of a bill or note is said to be one who engages that the note shall be paid, but is not an indorser or surety. Gridley v. Capen, 72 Ill. 13.

Synonyms

The terms *guaranty* and *suretyship* are sometimes used interchangeably; but they should not be confounded. The contract of a surety corresponds with that of a guarantor in many respects; yet important differences exist. The surety is bound with his principal as an original promisor. He is a debtor from the beginning, and must see that the debt is paid, and is held ordinarily to know every default of his principal, and cannot protect himself by the mere indulgence of the creditor, nor by want of notice of the default of the principal, however such indulgence or want of notice may in fact injure him. On the other hand, the contract of a guarantor is his own separate contract. It is in the nature of a warranty by him that the thing guaranteed to be done by the principal shall be done, not merely an engagement jointly with the principal to do the thing. The original contract of the principal is not his contract, and he is not bound to take notice of its non-performance. Therefore the creditor should give him notice; and it is universally held that, if the guarantor can prove that he has suffered damage by the failure to give such notice, he will be discharged to the extent of the damage thus sustained. It is not so with a surety. Durham v. Manrow, 2 N. Y. 543; Nading v. McGregor, 121 Ind. 485, 23 N. E. 283, 6 L. R. A. 686; Georgia Casualty Co. v. Dixie Trust & Security Co., 23 Ga. App. 447, 98 S. E. 414, 416; Farmers' & Merchants' Nat. Bank of Comanche v. Lillard Milling Co. (Tex. Civ. App.) 210 S. W. 260, 261; Shores-Mueller Co. v. Palmer, 141 Ark. 64, 216 S. W. 295, 297; Hoosier Brick Co. v. Floyd County Bank, 64 Ind. App. 445, 116 N. E. 87, 90; W. T. Rawleigh Co. v. Salter, 31 Ga. App. 329, 120 S. E. 679, 681.

Guaranty and *warranty* are derived from the same root, and are in fact etymologically the same word, the "g" of the Norman French being interchangeable with the English "w." They are often used colloquially and in commercial transactions as having the same signification, as where a piece of ma-

chinery or the produce of an estate is "guarantied" for a term of years, "warranted" being the more appropriate term in such a case. See Accumulator Co. v. Dubuque St. R. Co., 64 F. 70, 12 C. C. A. 37; Martinez v. Earnshaw, 36 Wkly. Notes Cas. (Pa.) 502. A distinction is also sometimes made in commercial usage, by which the term "guaranty" is understood as a collateral warranty (often a conditional one) against some default or event in the future, while the term "warranty" is taken as meaning an absolute undertaking *in presenti*, against the defect, or for the quantity or quality contemplated by the parties in the subject-matter of the contract. Sturges v. Bank of Circleville, 11 Ohio St. 169, 73 Am. Dec. 286. But in strict legal usage the two terms are widely distinguished in this, that a warranty is an absolute undertaking or liability on the part of the warrantor, and the contract is void unless it is strictly and literally performed, while a guaranty is a promise, entirely collateral to the original contract, and not imposing any primary liability on the guarantor, but binding him to be answerable for the failure or default of another. Masens' Union L. Ins. Ass'n v. Brockman, 20 Ind. App. 206, 50 N. E. 493.

—**Absolute guaranty.** An unconditional promise of payment or performance on the default of the principal. Mast v. Lehman, 100 Ky. 466, 38 S. W. 1056; Beardsley v. Hawes, 71 Conn. 39, 40 A. 1043; Farmers' Bank v. Tannal, 7 Houst. (Del.) 287, 31 A. 879; Esberg-Bachman Tobacco Co. v. Heid (D. C.) 62 F. 962; Cownie v. Dodd, 167 Iowa, 627, 149 N. W. 904, 905; Ives v. Williams, 143 Va. 855, 129 S. E. 675, 676; Wall v. Eccles, 61 Utah, 247, 211 P. 702, 703; Galbraith v. Shores-Mueller Co., 178 Ky. 688, 199 S. W. 779, 780; Ives v. Williams, 143 Va. 855, 129 S. E. 675, 676; D. T. Williams Valve Co. v. Amorous, 19 Ga. App. 155, 91 S. E. 240; Miller v. Northern Brewery Co. (D. C.) 242 F. 164, 166; El Paso Bank & Trust Co. v. First State Bank of Eustis (Tex. Civ. App.) 202 S. W. 522, 524; McCannon & Co. v. Stallings, 44 Idaho, 510, 258 P. 527, 528; Ehl v. J. R. Watkins Medical Co., 216 Ala. 69, 112 So. 426; Hirling v. Jacobson, 51 S. D. 270, 213 N. W. 505, 506.

—**Collateral guaranty.** A contract by which the guarantor undertakes, in case the principal fails to do what he has promised or undertaken to do, to pay damages for such failure; distinguished from an engagement of suretyship in this respect, that a surety undertakes to do the very thing which the principal has promised to do, in case the latter defaults. Woody v. Haworth, 24 Ind. App. 634, 57 N. E. 272; Nading v. McGregor, 121 Ind. 470, 23 N. E. 283, 6 L. R. A. 686.

—**Conditional guaranty.** One which depends upon some extraneous event, beyond the mere default of the principal, and generally upon notice of the guaranty, notice of the principal's default, and reasonable diligence in exhausting proper remedies against the principal. Yager v. Title Co., 112 Ky. 932, 66 S. W. 1027; Tobacco Co. v. Heid (D. C.) 62 F. 962; Beardsley v. Hawes, 71 Conn. 39, 40 A. 1043; Galbraith v. Shores-Mueller Co., 178

Ky. 688, 199 S. W. 779, 790; *Wall v. Eccles*, 61 Utah, 247, 211 P. 702, 703; *Williams Valve Co. v. Amorous*, 19 Ga. App. 155, 91 S. E. 240; *Squires v. Hoffman* (Mo. App.) 278 S. W. 803, 804; *Miller v. Northern Brewery Co.* (D. C.) 242 F. 164, 166.

—**Continuing guaranty.** One relating to a future liability of the principal, under successive transactions, which either continue his liability or from time to time renew it after it has been satisfied. *Sewing Mach. Co. v. Courtney*, 141 Cal. 674, 75 P. 296; *Buck v. Burk*, 18 N. Y. 340; *Bank v. Drake* (Iowa) 79 N. W. 121; *Ricketson v. Lizatte*, 90 Vt. 386, 98 A. 801, 802; *Hickory Novelty Co. v. Andrews*, 188 N. C. 59, 123 S. E. 314, 316; *Mutual Life Ins. Co. of New York v. United States Hotel Co.*, 82 Misc. 632, 144 N. Y. S. 476, 481; *Oppenheim v. National Surety Co.*, 105 Okl. 223, 231 P. 1076, 1078; *Stearns v. Jones*, 138 Tenn. 589, 199 S. W. 400, 401; *Glaser, Kohn & Co. v. U. S. (C. C. A.)* 224 F. 84, 86; *Commercial Nat. Bank v. Richardson*, 163 La. 933, 113 So. 152, 155; *Hirning v. Jacobsen*, 51 S. D. 270, 213 N. W. 505, 507.

—**Guaranteed stock.** See *Stock*.

—**Guaranty company.** A corporation authorized to transact the business of entering into contracts of guaranty and suretyship; as, one which, for fixed premiums, becomes surety on judicial bonds, fidelity bonds, and the like. See *Ætna L. Ins. Co. v. Coulter*, 25 Ky. Law Rep. 193, 74 S. W. 1050.

—**Guaranty fund.** Statutes have made provision for depositors' guaranty funds to be raised, in whole or in part, by assessments on banks and to be used to pay the depositors of an insolvent bank. Legislation of this kind in Oklahoma, Nebraska, and Kansas has been upheld in *Noble State Bank v. Haskell*, 31 S. Ct. 186, 219 U. S. 104, 55 L. Ed. 112, 32 L. R. A. (N. S.) 1062, Ann. Cas. 1912A, 487, affirming *id.*, 22 Okl. 48, 97 P. 590; *Shallenberger v. Bank*, 31 S. Ct. 189, 219 U. S. 114, 55 L. Ed. 117; *Assaria State Bank v. Dolley*, 31 S. Ct. 189, 219 U. S. 121, 55 L. Ed. 123; *Abilene Nat. Bank v. Dolley*, 33 S. Ct. 409, 228 U. S. 1, 57 L. Ed. 707.

—**Guaranty insurance.** See *Insurance*.

—**Special guaranty.** A guaranty which is available only to the particular person to whom it is offered or addressed; as distinguished from a *general* guaranty, which will operate in favor of any person who may accept it. *Everson v. Gere*, 40 Hun (N. Y.) 250; *Tidioute Sav. Bank v. Libbey*, 101 Wis. 193, 77 N. W. 182, 70 Am. St. Rep. 907; *Evansville Nat. Bank v. Kauffmann*, 93 N. Y. 273, 45 Am. Rep. 204; *Jobes v. Miller*, 201 Mo. App. 45, 209 S. W. 549, 550.

GUARDAGE. A state of wardship.

GUARDIAN. A guardian is a person lawfully invested with the power, and charged

with the duty, of taking care of the person and managing the property and rights of another person, who, for some peculiarity of *status*, or defect of age, understanding, or self-control, is considered incapable of administering his own affairs. *Bass v. Cook*, 4 Port. (Ala.) 392; *Sparhawk v. Allen*, 21 N. H. 27; *Burger v. Frakes*, 67 Iowa, 460, 23 N. W. 746; *Fleming v. Leibe*, 95 N. J. Eq. 129, 122 A. 616.

One who legally has the care and management of the person, or the estate, or both, of a child during its minority. *Reeve, Dom. Rel.* 311.

This term might be appropriately used to designate the person charged with the care and control of idiots, lunatics, habitual drunkards, spendthrifts, and the like; but such person is, under many of the statutory systems authorizing the appointment, styled "committee," and in common usage the name "guardian" is applied only to one having the care and management of a minor.

The name "curator" is given in some of the states to a person having the control of a minor's estate, without that of his person; and this is also the usage of the civil law.

Classification

A *testamentary* guardian is one appointed by the deed or last will of the child's father; while a guardian *by election* is one chosen by the infant himself in a case where he would otherwise be without one. A *general* guardian is one who has the general care and control of the person and estate of his ward; while a *special* guardian is one who has special or limited powers and duties with respect to his ward, *e. g.*, a guardian who has the custody of the estate but not of the person, or vice versa, or a guardian *ad litem*. A *domestic* guardian is one appointed at the place where the ward is legally domiciled; while a *foreign* guardian derives his authority from appointment by the courts of another state, and generally has charge only of such property as may be located within the jurisdiction of the power appointing him. A *guardian ad litem* is a guardian appointed by a court of justice to prosecute or defend for an infant in any suit to which he may be a party. 2 Steph. Comm. 342. Most commonly appointed for infant *defendants*; infant plaintiffs generally suing by *next friend*. This kind of guardian has no right to interfere with the infant's person or property. 2 Steph. Comm. 343; *Richter v. Leiby*, 107 Wis. 404, 83 N. W. 694; *Watts v. Hicks*, 119 Ark. 621, 178 S. W. 924, 925; *Morris v. Standard Oil Co.*, 192 Cal. 343, 219 P. 998, 1000, 30 A. L. R. 1103. A *guardian by appointment of court* is the most important species of guardian in modern law, having custody of the infant until the attainment of full age. It has in England in a manner superseded the guardian in socage, and in the United States the guardian by nature also. The appointment is made by a court of chancery, or probate or orphans' court. 2 Steph. Comm. 341; 2 Kent, Comm. 226. A *guardian by nature* is the father, and, on his death, the mother, of a child. 1 Bl. Comm. 461; 2 Kent, Comm. 219. This guardianship extends only to the custody of the person of the child to the age of twenty-one years. Sometimes called "natural guardian," but this is rather a popular than a technical mode of expression. 2 Steph. Comm. 337; *Kline v. Beebe*, 6 Conn. 500;

Mauro v. Ritchie, 16 Fed. Cas. 1171. A *guardian by statute* is a guardian appointed for a child by the deed or last will of the father, and who has the custody both of his person and estate until the attainment of full age. This kind of guardianship is founded on the statute of 12 Car. II. c. 24, and has been pretty extensively adopted in this country. 1 Bl. Comm. 462; 2 Steph. Comm. 339, 340; 2 Kent, Comm. 224-226; *Huson v. Green*, 88 Ga. 722, 16 S. E. 255. A *guardian for nurture* is the father, or, at his decease, the mother, of a child. This kind of guardianship extends only to the person, and determines when the infant arrives at the age of fourteen. 2 Kent, Comm. 221; 1 Bl. Comm. 461; 2 Steph. Comm. 338; *Mauro v. Ritchie*, 16 Fed. Cas. 1171; *Arthur's Appeal*, 1 Grant Cas. (Pa.) 56. *Guardian in chivalry*. In the tenure by knight's service, in the feudal law, if the heir of the feud was under the age of twenty-one, being a male, or fourteen, being a female, the lord was entitled to the wardship (and marriage) of the heir, and was called the "guardian in chivalry." This wardship consisted in having the custody of the body and lands of such heir, without any account of the profits. 2 Bl. Comm. 67. *Guardian in socage*. At the common law, this was a species of guardian who had the custody of lands coming to the infant by descent, as also of the infant's person, until the latter reached the age of fourteen. Such guardian was always "the next of kin to whom the inheritance cannot possibly descend." 1 Bl. Comm. 461; 2 Steph. Comm. 338; *Byrne v. Van Hoesen*, 5 Johns. (N. Y.) 67; *Van Doren v. Everitt*, 5 N. J. Law, 462, 8 Am. Dec. 615; *Combs v. Jackson*, 2 Wend. (N. Y.) 157, 19 Am. Dec. 568. *Natural guardian*. The father of a child, or the mother if the father be dead.

In General

- Guardian de l'eglise**. A church-warden.
- Guardian de l'estemary**. The warden of the stannaries or mines in Cornwall, etc.
- Guardian of the peace**. A warden or conservator of the peace.
- Guardian of the poor**. In English law. A person elected by the ratepayers of a parish to have the charge and management of the parish work-house or union. See 3 Steph. Comm. 203, 215.
- Guardian of the spiritualities**. The person to whom the spiritual jurisdiction of any diocese is committed during the vacancy of the see.
- Guardian of the temporalities**. The person to whose custody a vacant see or abbey was committed by the crown.
- Guardian or warden, of the Cinque Ports**. A magistrate who has the jurisdiction of the ports or havens which are called the "Cinque Ports," (*q. v.*). This office was first created in England, in imitation of the Roman policy, to strengthen the sea-coasts against enemies, etc.
- GUARDIANSHIP**. The office, duty, or authority of a guardian. Also the relation subsisting between guardian and ward.

GUARDIANUS. A guardian, warden, or keeper. Spelman.

GUARENTIGIO. In Spanish law. A written authorization to a court to enforce the performance of an agreement in the same manner as if it had been decreed upon regular legal proceedings.

GUARNIMENTUM. In old European law. A provision of necessary things. Spelman. A furnishing or garnishment.

GUASTALD. One who had the custody of the royal mansions.

GUBERNATOR. Lat. In Roman law. The pilot or steersman of a ship.

GUERRILLA PARTY. In military law. An independent body of marauders or armed men, not regularly or organically connected with the armies of either belligerent, who carry on a species of irregular war, chiefly by depredation and massacre.

GUERPI, GUERPY. L. Fr. Abandoned; left; deserted. Britt. c. 33.

GUERRA, GUERRE. War. Spelman.

GUEST. A traveler who lodges at an inn or tavern with the consent of the keeper. Bac. Abr. "Inns," C. 5; 8 Coke, 32; *McDaniels v. Robinson*, 26 Vt. 316, 62 Am. Dec. 574; *Johnson v. Reynolds*, 3 Kan. 261; *Shoecraft v. Bailey*, 25 Iowa, 555; *Beale v. Posey*, 72 Ala. 331; *Walling v. Potter*, 35 Conn. 185. But the term is one of varying content. *Roberts v. Case Hotel Co.*, 106 Misc. 481, 175 N. Y. S. 123, 125; *Fisher v. Bonneville Hotel Co.*, 55 Utah, 588, 188 P. 856, 858, 12 A. L. R. 255; *In re Doubleday*, 173 App. Div. 739, 159 N. Y. S. 947, 949; *Goldstein v. Healy*, 187 Cal. 206, 201 P. 462, 463; *Armstrong v. Yakima Hotel Co.*, 75 Wash. 477, 135 P. 233, 234; *Farley v. Bronx Bath & Hotel Co.*, 163 App. Div. 459, 148 N. Y. S. 579, 580; *Sisson v. Harvey*, 185 App. Div. 120, 172 N. Y. S. 857, 860; *Kieffer v. Keough* (Tex. Civ. App.) 188 S. W. 44, 47.

A guest, as distinguished from a boarder, is bound for no stipulated time. He stops at the inn for as short or as long time as he pleases, paying, while he remains, the customary charge. *Stewart v. McCready*, 24 How. Prac. (N. Y.) 62; *Hackett v. Bell Operating Co.*, 181 App. Div. 535, 169 N. Y. S. 114, 115; *McIntosh v. Schops*, 92 Or. 307, 180 P. 593, 595; *Goodyear Tire & Rubber Co. v. Altamont Springs Hotel Co.*, 206 Ky. 494, 267 S. W. 555, 557.

GUEST-TAKER. An agister; one who took cattle in to feed in the royal forests. Cowell.

GUET. In old French law. Watch. Ord. Mar. liv. 4, tit. 6.

GUIA. In Spanish law. A right of way for narrow carts. *White, New Recop. l. 2, c. 6, § 1.*

GUIDAGE. In old-English law. That which was given for safe conduct through a strange territory, or another's territory. Cowell.

The office of guiding of travelers through dangerous and unknown ways. 2 Inst. 526.

GUIDE-PLATE. An iron or steel plate to be attached to a rail for the purpose of guiding to their place on the rail wheels thrown off the track. Pub. St. Mass. 1882, p. 1291.

GUIDON DE LA MER. The name of a treatise on maritime law, by an unknown author, supposed to have been written about 1671 at Rouen, and considered, in continental Europe, as a work of high authority.

GUILD. A voluntary association of persons pursuing the same trade, art, profession, or business, such as printers, goldsmiths, wool merchants, etc., united under a distinct organization of their own, analogous to that of a corporation, regulating the affairs of their trade or business by their own laws and rules, and aiming, by co-operation and organization, to protect and promote the interests of their common vocation. In medieval history these fraternities or guilds played an important part in the government of some states; as at Florence, in the thirteenth and following centuries, where they chose the council of government of the city. But with the growth of cities and the advance in the organization of municipal government, their importance and prestige has declined. The place of meeting of a guild, or association of guilds, was called the "Guildhall." The word is said to be derived from the Anglo-Saxon "*gild*" or "*geld*," a tax or tribute, because each member of the society was required to pay a tax towards its support.

GUILD RENTS. Rents payable to the crown by any guild, or such as formerly belonged to religious guilds, and came to the crown at the general dissolution of the monasteries. Tomlins.

GUILDHALL. The hall or place of meeting of a guild, or gild.

The place of meeting of a municipal corporation. 3 Steph. Comm. 173, note. The mercantile or commercial gilds of the Saxons are supposed to have given rise to the present municipal corporations of England, whose place of meeting is still called the "Guildhall."

GUILDHALL SITTINGS. The sittings held in the Guildhall of the city of London for city of London causes.

GUILLOTINE. An instrument for decapitation, used in France for the infliction of the death penalty on convicted criminals, consisting, essentially, of a heavy and weighted knife-blade moving perpendicularly between grooved posts, which is made to fall from a

considerable height upon the neck of the sufferer, immovably fixed in position to receive the impact.

GUILT. In criminal law. That quality which imports criminality to a motive or act, and renders the person amenable to punishment by the law.

That disposition to violate the law which has manifested itself by some act already done. The opposite of innocence. See Ruth. Inst. b. 1, c. 18, § 10.

GUILTY. Having committed a crime or tort; the word used by a prisoner in pleading to an indictment when he confesses the crime of which he is charged, and by the jury in convicting. Com. v. Walter, 83 Pa. 108, 24 Am. Rep. 154; Jessie v. State, 28 Miss. 103; State v. White, 25 Wis. 359.

GUINEA. A coin formerly issued by the English mint, but all these coins were called in in the time of Wm. IV. The word now means only the sum of £1. 1s., in which denomination the fees of counsel are always given.

GULA-THING. A collection of Scandinavian customs in force in the southern part of Norway. The *Frosta-thing* was in force in the more northerly division of Dronheim. They are said to help to an understanding of the law prevailing in the northern part of England, where the Danish influence was strongest. 2 Holdsw. Hist. E. L. 23.

GULE OF AUGUST. The first of August, being the day of *St. Peter ad Vincula*.

GULES. The heraldic name of the color usually called "red." The word is derived from the Arabic word "*gule*," a rose, and was probably introduced by the Crusaders. Gules is denoted in engravings by numerous perpendicular lines. Heralds who blazoned by planets and jewels called it "Mars," and "ruby." Wharton.

GUN. Any portable firearm, except a pistol or revolver, such as a rifle, shotgun, carbine, etc. Henderson v. State, 75 Fla. 464, 78 So. 427, 428. A pistol or revolver; a pistol or revolver being quite commonly called a "gun." State v. Christ, 189 Iowa, 474, 177 N. W. 54, 57.

GURGES. Lat. Properly a whirlpool, but in old English law and conveyancing, a deep pit filled with water, distinguished from "stagnum," which was a shallow pool or pond. Co. Litt. 5; Johnson v. Rayner, 6 Gray (Mass.) 107.

GURGITES. Wears. Jacob.

GUTI. Jutes; one of the three nations who migrated from Germany to Britain at an early period. According to Spelman, they established themselves chiefly in Kent and the Isle of Wight.

GUTTER. The diminutive of a sewer. *Callis, Sew. (80) 100.* In modern law, an open ditch or conduit designed to allow the passage of water from one point to another in a certain direction, whether for purposes of drainage, irrigation, or otherwise. *Warren v. Henly, 31 Iowa, 81; Willis v. State, 27 Neb. 98, 42 N. W. 920.*

GWABR MERCHED. Maid's fee. A British word signifying a customary fine payable to lords of some manors on marriage of the tenant's daughters, or otherwise on their committing incontinence. *Cowell.*

GWALSTOW. A place of execution. *Jacob.*

GWAYF. Waif, or waived; that which has been stolen and afterwards dropped in the highway for fear of a discovery. *Cowell.*

GYLPUT. The name of a court which was held every three weeks in the liberty or hundred of Pathew in Warwick. *Jacob.*

GYLTWITE, or GUILTWIT. Sax. Compensation for fraud or trespass. *Cowell.*

GYNARCHY, or GYNÆOCRACY. Government by a woman; a state in which women are legally capable of the supreme command; *e. g.*, in Great Britain.

GYNECOLOGY. The science which treats of the structure and diseases of women. *Zerr v. Zerr, 188 Ky. 233, 221 S. W. 550, 551.*

GYRATION. Movement about a fixed point. *Great Western Mfg. Co. v. Lowe (D. C.) 13 F.(2d) 880, 881.*

GYRATORY STONE-CRUSHER. A machine with a shaft or crushing means which, instead of rotating, gyrates or moves in a circular course under the control of an eccentric. *Traylor Engineering & Mfg. Co. v. Worthington Pump & Machinery Co. (C. C. A.) 1 F.(2d) 833.*

GYROVAGI. Wandering monks.

GYVES. Fetters or shackles for the legs.