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IABA. *abbr.* INTER-AMERICAN BAR ASSOCIATION.

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

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

ICJ. *abbr.* INTERNATIONAL COURT OF JUSTICE.

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

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

idem sonans (**I-dem soh-nanz**), *adj.* [Latin] (Of words or names) sounding the same, regardless of spelling <the names Jon and John are *idem sonans*>.

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

idem sonans (**I-dem soh-nanz**), *n.* [Latin] A legal doctrine preventing a variant spelling of a name in a document from voiding the document if the misspelling is pronounced the same way as the true spelling.

identification of goods. A process that enables a buyer to obtain an identifiable (and therefore insurable) interest in goods before taking possession from the seller. • The goods are identified in any manner agreed to by the parties. UCC § 2-501.

identification parade. See **LINEUP**.

identify, vb. **1.** To prove the identity of (a person or thing) <the witness identified the weapon>. **2.** To look upon as being associated (*with*) <the plaintiff was identified with the environmental movement>. **3.** To specify (certain goods) as the object of a contract <identify the appliances to the contract>. See **IDENTIFICATION OF GOODS**.

identitate nominis (**I-den-ti-tay-tee nom-ə-nis**). See **DE IDENTITATE NOMINIS**.

identity. 1. The identical nature of two or more things; esp., in patent law, the sameness in two devices of the function performed, the way it is performed, and the result achieved. • Under the doctrine of equivalents, infringement may be found even if the accused device is not identical to the claimed invention. See **DOCTRINE OF EQUIVALENTS**. **2. Evidence.** The authenticity of a person or thing.

identity of interests. *Civil procedure.* A relationship between two parties who are so close that suing one serves as notice to the other, so that the other may be joined in the suit. Fed. R. Civ. P. 15(c)(3).

identity of parties. *Civil procedure.* A relationship between two parties who are so close that a judgment against one prevents later action against the other because of *res judicata*.

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

ideo consideratum est (**I-dee-oh kən-sid-ə-ray-təm est**). [Latin] *Hist.* Therefore it is considered. • These words often prefaced a judgment at common law, and came to refer to the judgment itself. Cf. **CONSIDERATUM EST PER CURIAM**.

idiochira (**id-ee-oh-ki-rə**). [Greek “one’s own hand”] *Hist.* An instrument executed privately, rather than before a public officer; esp., a deed written in one’s own hand.

idiocy. *Archaic.* The condition of a person who, from birth, has never had any glimmering of

reasoning or intellectual faculties. — Also termed *idiopathic insanity*.

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

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

idiota inquirendo (id-ee-oh-tə in-kwī-ren-doh or in-kwə-ren-doh). See DE IDIOTA INQUIRENDO.

idoneitas (I-doh-nee-ə-tas). [fr. Latin *idoneus* "suitable"] *Hist.* A person's ability or fitness. — Also termed *idoneity*.

idoneum se facere; idoneare se (I-doh-nee-əm see fay-sə-ree; I-doh-nee-air-ee see). [Law Latin "to make oneself sufficient; to clear oneself"] *Hist.* To purge oneself, by oath, of a crime that one is accused of committing.

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

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

i.f.p. abbr. IN FORMA PAUPERIS.

IFP affidavit. See *poverty affidavit* under AFFIDAVIT.

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

ignominy (ig-nə-min-ee). Public disgrace or dishonor. — **ignominious, adj.**

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

"When the grand jury have heard the evidence, if they think it a groundless accusation, they used formerly to endorse on the back of the bill, 'ignoramus;' or, we know nothing of it; intimating, that, though the facts might possibly be true, that truth did not appear to them: but

now they assert in English, more absolutely, 'not a true bill;' and then the party is discharged without farther answer." 4 William Blackstone, *Commentaries on the Laws of England* 301 (1769).

ignorantia (ig-nə-ran-shee-ə). [Latin] Ignorance; esp., ignorance of the law.

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

ignorantia facti (ig-nə-ran-shee-ə fak-tī). [Latin] Ignorance of fact.

ignorantia facti excusat (ig-nə-ran-shee-ə fak-tī ek-skyoo-sat or -zat). [Latin] Ignorance of fact is an excuse; whatever is done under a mistaken impression of a material fact is excused or provides grounds for relief. • This maxim refers to the principle that acts done and contracts made under mistake or ignorance of a material fact are voidable.

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

ignorantia juris (ig-nə-ran-shee-ə joor-is). [Latin] Ignorance of law. • Under Roman law, this type of ignorance (unlike *ignorantia facti*) did not excuse mistaken conduct, except in the case of minors and those under disability.

ignorantia juris non excusat (ig-nə-ran-shee-ə joor-is non ek-skyoo-sat or -zat). [Latin] Lack of knowledge about a legal requirement or prohibition is never an excuse to a criminal charge. • In English, the idea is commonly rendered *ignorance of the law is no excuse*. — Often shortened to *ignorantia juris*. — Also termed *ignorantia juris neminem excusat* (ignorance of the law excuses no one); *ignorantia legis non excusat*; *ignorantia juris haud excusat*.

"Almost the only knowledge of law possessed by many people is that ignorance of it is no excuse (*ignorantia juris non excusat*). This maxim was originally formulated at a time when the list of crimes, broadly speaking, represented current morality (*mala in se*), but we now have many other crimes that are the result of administrative or social regulation (*mala prohibita*), which are equally governed by the maxim. The rule is, then, that whereas ignorance of fact can excuse, to the extent that it negatives *mens rea* or fault, ignorance of the law

generally does not." Glanville Williams, *Textbook of Criminal Law* 405 (1978).

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

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

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

illation (i-lay-shən). **1.** The act or process of inferring. **2.** An inference; that which is inferred.

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

illegal alien. See ALIEN.

illegal consideration. See CONSIDERATION.

illegal contract. See CONTRACT.

illegal entry. **1. Criminal law.** The unlawful act of going into a building with the intent to commit a crime. • In some jurisdictions, illegal entry is a lesser included offense of burglary. **2. Immigration.** The unauthorized entrance of an alien into the United States by arriving at the wrong time or place, by evading inspection, or by fraud.

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

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

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

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

illegally obtained evidence. See EVIDENCE.

illegal per se. Unlawful in and of itself.

illegal rate. See INTEREST RATE.

illegal search. See *unreasonable search* under SEARCH.

illegal strike. See STRIKE.

illegal tax. See *erroneous tax* under TAX.

illegitimacy. The state or condition of a child born outside a lawful marriage. — Also termed *bastardy*.

illegitimate, *adj.* **1.** (Of a child) born out of wedlock <illegitimate son>. **2.** Against the law; unlawful <illegitimate contract for the sale of contraband>. **3.** Improper <illegitimate conduct>. **4.** Incorrectly inferred <illegitimate conclusion>.

illegitimate child. See CHILD.

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

illicenciatus (il-li-sen-shee-ay-təs). [Law Latin] Without license.

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

illicit cohabitation. See COHABITATION.

illicitum collegium (i-lis-ə-təm kə-lee-jee-əm). [Law Latin] *Roman law*. An illegal association; a *collegium* engaging in illegal activity. • Members of an *illicitum collegium* were subject to prosecution.

Illinois land trust. See *land trust* under TRUST.

illiquid asset. See ASSET.

illusory (i-loo-sə-ree), *adj.* Deceptive; based on a false impression.

illusory appointment. See APPOINTMENT (3).

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

illusory contract. See CONTRACT.

illusory promise. See PROMISE.

illusory tenant. See TENANT.

illusory trust. See TRUST.

illustrative evidence. See *demonstrative evidence* under EVIDENCE.

imaginary damages. See *punitive damages* under DAMAGES.

imagining. See COMPASSING.

imbargo. *Archaic.* See EMBARGO (1).

imbecile (im-bə-səl or -sil). A person afflicted with severe mental retardation. Cf. IDIOT.

imbezzle. *Archaic.* See EMBEZZLE.

imbracery. See EMBRACERY.

IMF. *abbr.* INTERNATIONAL MONETARY FUND.

imitation. *Trademarks.* An item that so resembles a trademarked item as to be likely to induce the belief that it is genuine.

immaterial, adj. (Of evidence) tending to prove some fact that is not properly at issue; lacking any logical connection with the consequential facts. — **immateriality, n.** Cf. IRRELEVANT.

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

immaterial averment. See AVERMENT.

immaterial breach. See *partial breach* under BREACH OF CONTRACT.

immaterial evidence. See EVIDENCE.

immaterial fact. See FACT.

immaterial issue. See ISSUE (1).

immaterial variance. See VARIANCE (1).

immediate, adj. **1.** Occurring without delay; instant <an immediate acceptance>. **2.** Not separated by other persons or things <her immediate neighbor>. **3.** Having a direct impact; without an intervening agency <the immediate cause of the accident>. — **immediacy, immediateness, n.**

immediate annuity. See ANNUITY.

immediate breach. See BREACH OF CONTRACT.

immediate cause. See CAUSE (1).

immediate control. 1. Criminal procedure. The area within an arrestee’s reach. • A police officer may conduct a warrantless search of this area to ensure the officer’s safety and to prevent the arrestee from destroying evidence. **2.** Vehicular control that is close enough to allow the driver to instantly govern the vehicle’s movements. • A driver’s failure to maintain immediate control over the vehicle could be evidence of negligence.

imminent danger. See DANGER.

immediate death. See DEATH.

immediate descent. See DESCENT.

immediate family. See FAMILY.

immediate intent. See INTENT (1).

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

“An object may not be seized from a car merely because the police plain view of it was lawfully acquired; there must be probable cause that the object is a fruit, instrumentality or evidence of crime. And under the ‘immediately apparent’ requirement of *Coolidge v. New Hampshire*, this probable cause must be determined without examination of the object other than is justified by the purpose underlying police entry of the vehicle.” Wayne R. LaFave & Jerold H. Israel, *Criminal Procedure* § 3.7, at 201 (2d ed. 1992).

immediate notice. See NOTICE.

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

immediate possession. See POSSESSION (3).

immemorial (im-ə-mor-ee-əl), *adj.* Beyond memory or record; very old. See TIME IMMEMORIAL.

immemorial usage. See USAGE.

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

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

immigration, n. The act of entering a country with the intention of settling there permanently. — **immigrate, vb.** — **immigrant, n.** Cf. EMIGRATION.

Immigration and Nationality Act. A comprehensive federal law regulating immigration, naturalization, and the exclusion of aliens. 8 USCA §§ 1101-1537. — Also termed *Nationality Act*.

Immigration and Naturalization Service. A U.S. Department of Justice agency that administers the Immigration and Nationality Act and operates the U.S. Border Patrol. — Abbr. INS.

Immigration Appeals Board. See BOARD OF IMMIGRATION APPEALS.

imminent danger. See DANGER (1).

imminent hazard. See HAZARD (1).

imminently dangerous. (Of a person, behavior, or thing) reasonably certain to place life and limb in peril. • This term is relevant in several legal contexts. For example, if a mental condition renders a person imminently dangerous to self or others, he or she may be committed to a mental hospital. And the imminently dangerous behavior of pointing a gun at someone’s head could subject the actor to criminal and tort liability. Further, the manufacturer of an

imminently dangerous product may be held to a strict-liability standard in tort.

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

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

immobilia (im-ə-bil-ee-ə). *Immovables.* — Also termed *res immobiles* (reez i-moh-bə-leez).

immobilia situm sequuntur (im-ə-bil-ee-ə si-təm sə-kwən-tər). [Latin] *Immovable things follow their site.* • This principle means that immovables are governed by the law of the place where they are fixed. — Sometimes shortened to *immobilia situm*.

immobilis, adj. (i-moh-bə-lis). [Latin] *Immovable.*

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

immoral consideration. See CONSIDERATION.

immoral contract. See CONTRACT.

immovable, n. (usu. pl.) Property that cannot be moved; an object so firmly attached to land that it is regarded as part of the land. — **immovable, adj.** See FIXTURE. Cf. MOVABLE.

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

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

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

“An *immunity* is a defense to tort liability which is conferred upon an entire group or class of persons or entities under circumstances where considerations of public policy are thought to require special protection for the person, activity or entity in question at the expense

of those injured by its tortious act. Historically, tort litigation against units of government, public officers, and charities, and between spouses, parents and children, has been limited or prohibited on this basis." Edward J. Kionka, *Torts in a Nutshell* 341 (2d ed. 1992).

absolute immunity. A complete exemption from civil liability, usu. afforded to officials while performing particularly important functions, such as a representative enacting legislation and a judge presiding over a lawsuit. Cf. *qualified immunity*.

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

constitutional immunity. Immunity created by a constitution.

diplomatic immunity. The general exemption of diplomatic ministers from the operation of local law, the exception being that a minister who is plotting against the security of the host nation may be arrested and sent out of the country. • A minister's family shares in diplomatic immunity to a great, though ill-defined, degree.

discretionary immunity. A qualified immunity for a public official's acts, granted when the act in question required the exercise of judgment in carrying out official duties (such as planning and policy-making). 28 USCA § 2680(a).

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

executive immunity. 1. The absolute immunity of the U.S. President or a state governor from civil damages for actions that are within the scope of official responsibilities. 2. The qualified immunity from civil claims against lesser executive officials, who are liable only if their conduct violates clearly established constitutional or statutory rights. • Executive immunity generally protects an official while carrying out clearly established responsibili-

ties about which a reasonable person would know. Cf. *executive privilege* under PRIVILEGE (1).

foreign immunity. The immunity of a foreign sovereign, its agents, and its instrumentalities from litigation in U.S. courts.

government immunity. See *sovereign immunity*.

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

judicial immunity. The immunity of a judge from civil liability arising from the performance of judicial duties.

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

qualified immunity. Immunity from civil liability for a public official who is performing a discretionary function, as long as the conduct does not violate clearly established constitutional or statutory rights. — Also termed *prima facie privilege*. Cf. *absolute immunity*.

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

work-product immunity. See WORK-PRODUCT RULE.

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

charitable immunity. The immunity of a charitable organization from tort liability. • This immunity has been eliminated or restricted in most states. — Also termed *elemosynary defense*.

corporate immunity. A corporate officer's immunity from personal liability for a tortious act committed while acting in good faith and within the course of corporate duties.

husband-wife immunity. The immunity of one spouse from a tort action by the other spouse for personal injury. • This immunity has been abolished in most states. — Also

termed *interspousal immunity*; *marital immunity*.

judgmental immunity. See ERROR-OF-JUDGMENT RULE.

marital immunity. See *husband-wife immunity*.

parental immunity. 1. The principle that an unemancipated minor child is prohibited from suing a parent for damages allegedly caused by parental negligence. • This immunity has been retained by most states but is not applied in intentional-tort cases or in auto-accident cases covered by insurance. — Also termed *parent-child immunity*. 2. The principle that parents are not liable for damages caused by the ordinary negligence of their minor child.

3. *Criminal law.* Freedom from prosecution granted by the government in exchange for the person's testimony. • By granting immunity, the government can compel testimony — despite the Fifth Amendment right against self-incrimination — because that testimony can no longer incriminate the witness.

pocket immunity. Immunity that results from the prosecutor's decision not to prosecute, instead of from a formal grant of immunity. — Also termed *informal immunity*.

testimonial immunity. Immunity from the use of the compelled testimony against the witness. • Any information derived from that testimony, however, is generally admissible against the witness.

transactional immunity. Immunity from prosecution for any event or transaction described in the compelled testimony. • This is the broadest form of immunity.

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

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

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

impact rule. *Torts.* The common-law requirement that physical contact must have occurred to allow damages for negligent infliction of emotional distress. • This rule has been abandoned in most jurisdictions. — Also termed *physical-impact rule*.

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

impaired capital. See CAPITAL.

impairing the morals of a minor. The offense of an adult's engaging in sex-related acts, short of intercourse, with a minor. • Examples of this conduct are fondling, taking obscene photographs, and showing pornographic materials. Cf. CONTRIBUTING TO THE DELINQUENCY OF A MINOR.

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

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

impanel, vb. See EMPANEL.

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

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

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

"After defence made, the defendant must put in his *plea*. But, before he pleads, he is entitled to demand one *imparlance*, or *licentia loquendi*, and may have more granted by consent of the plaintiff, to see if he can end

the matter amicably without farther suit, by talking with the plaintiff. . . ." 3 William Blackstone, *Commentaries on the Laws of England* 298 (1768).

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

general imparlance. The allowance of time until the court's next term, without reserving to the defendant the benefit of any exception.

● With this type of imparlance, the requesting defendant cannot later object to the jurisdiction of the court or plead any matter in abatement.

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

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

impartial, adj. Unbiased; disinterested.

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

impartial expert. See EXPERT.

impartial jury. See JURY.

impartible (im-pahr-tə-bəl), *adj.* Indivisible <an impartible estate>.

impartible feud. See FEUD.

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

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

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

impeachable offense. An offense for which a public official may legally be impeached, during the first step in a two-step process that may, depending on the vote in the U.S. Senate, lead to the official's removal from office. ● The U.S. Constitution states that "[t]he President, Vice President and all civil Officers of the United States, shall be removed from Office on Impeachment for, and Conviction of, Treason, Bribery, or other high Crimes and Misdemeanors." The meaning of this language was much debated during the impeachment and trial of President Bill Clinton, against whom two articles of impeachment were returned by the House of Representatives. The question arose what type of misdemeanor will suffice, and whether the *high in high crimes* modifies *misdemeanors* as well. No definitive answer resulted from the proceedings.

impeachment. 1. The act (by a legislature) of calling for the removal from office of a public official, accomplished by presenting a written charge of the official's alleged misconduct; esp., the initiation of a proceeding in the U.S. House of Representatives against a federal official, such as the President or a judge. ● Congress's authority to remove a federal official stems from Article II, Section 4 of the Constitution, which authorizes the removal of an official for "Treason, Bribery, or other high Crimes and Misdemeanors." The grounds upon which an official can be removed do not, however, have to be criminal in nature. They usu. involve some type of abuse of power or breach of the public trust. Articles of impeachment — which can be approved by a simple majority in the House — serve as the charging instrument for the later trial in the Senate. If the President is impeached, the Chief Justice of the Supreme

Court presides over the Senate trial. The defendant can be removed from office by a two-thirds majority of the senators who are present. In the United Kingdom, impeachment is by the House of Commons and trial by the House of Lords. But no case has arisen there since 1801, and many British scholars consider impeachment obsolete. **2.** The act of discrediting a witness, as by catching the witness in a lie or by demonstrating that the witness has been convicted of a criminal offense. **3.** The act of challenging the accuracy or authenticity of evidence.

impeachment court. See COURT FOR THE TRIALS OF IMPEACHMENT.

impeachment evidence. See EVIDENCE.

impeachment of verdict. A party's attack on a verdict, alleging impropriety by a member of the jury.

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

"[F]or above five hundred years past, all tenants for life or for any less estate, have been punishable or liable to be impeached for waste, both voluntary and permissive; unless their leases be made, as sometimes they are, without impeachment of waste. . . ." 2 William Blackstone, *Commentaries on the Laws of England* 283 (1766).

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

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

impediment (im-ped-ə-mənt). A hindrance or obstruction; esp., some fact (such as legal minority) that bars a marriage, if known, but that does not void the marriage if discovered after the ceremony.

impeditor (im-ped-ə-tər). [Law Latin] *Hist.* A person who interferes with a patron's right of advowson, i.e., the right to appoint a clerk to a benefice. — Also termed *disturber*. See DE CLERICO ADMITTENDO.

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

impensae necessariae (im-pen-see nes-ə-sair-ee-ee). Expenditures necessary to pre-

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

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

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

imperative authority. See AUTHORITY (4).

imperative law. See LAW.

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

imperfect duty. See DUTY (1).

imperfect justification. See JUSTIFICATION.

imperfect right. See RIGHT.

imperfect self-defense. See SELF-DEFENSE.

imperfect statute. See STATUTE.

imperfect title. See TITLE (2).

imperfect trust. See *executory trust* under TRUST.

imperfect usufruct. See *quasi-usufruct* under USUFRUCT.

imperfect war. See WAR.

imperial state. See STATE (1).

imperitia (im-pə-rish-ee-ə). [Latin] *Roman law.* Lack of skill or competence; inexperience. ● The Romans considered *imperitia* to be a type of *culpa* that gave rise to liability in tort or liability under a contract calling for the rendering of services (such as a *locatio conductio operis*). *Imperitus* denoted an incompetent judge.

imperium (im-**peer**-ee-əm). [Latin] *Roman law*. Power or dominion; esp., the legal authority wielded by superior magistrates under the Republic, and later by the emperor under the Empire. • *Imperium* applied to different types of authority under Roman law, and thus had different meanings. For example, *imperium domesticum* described the power of the head of a household.

impersonal. See IN REM.

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

false impersonation. The crime of falsely representing oneself as another person, usu. a law-enforcement officer, for the purpose of deceiving someone. — Also termed *false personation*. See IMPOSTOR.

impertinent matter. *Procedure*. In pleading, matter that is not relevant to the action or defense. • A federal court may strike any impertinent matter from a pleading. Fed. R. Civ. P. 12(f). Cf. SCANDALOUS MATTER.

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

impescare (im-pə-**skair**-ee), *vb.* [fr. Law French *empescher* "to impeach"] *Hist.* To impeach; to accuse.

impetio vasti (im-pə-**tish**-ee-oh **vas-ti**). See IMPEACHMENT OF WASTE.

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

impetration (im-pə-**tray**-shən). **1.** *Hist.* The act of petitioning for a writ. **2.** *Hist. Eccles. law.* The act of obtaining a papal benefice for the disposal of the king or other lay patron. — **impetrate**, *vb.*

impignorata (im-pig-nə-**ray**-tə). [Law Latin] *Hist.* Given in pledge; pledged or mortgaged.

impignoration (im-pig-nə-**ray**-shən), *n.* *Hist.* The act of pawning or putting to pledge. — **impignorate**, *vb.*

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

implacitare (im-plas-ə-**tair**-ee), *vb.* [fr. Latin *placitum* "plea"] *Hist.* To implead; to sue.

implead, *vb.* **1.** To bring (someone) into a lawsuit; esp., to bring (a new party) into the action. Cf. INTERPLEAD. **2.** *Hist.* To bring an action against; to accuse. — Formerly also spelled *implead*; *emplet*.

impleader, *n.* A procedure by which a third party is brought into a lawsuit, esp. by a defendant who seeks to shift liability to someone not sued by the plaintiff. Fed. R. Civ. P. 14. — Also termed *third-party practice*; *vouching-in*. Cf. INTERPLEADER; INTERVENTION (1).

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

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

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

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

implicit cost. See *opportunity cost* under COST.

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

implied acceptance. See ACCEPTANCE (4).

implied acquittal. See ACQUITTAL.

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

implied admission. See ADMISSION (1).

implied agency. See AGENCY (1).

implied amnesty. See AMNESTY.

implied assent. See ASSENT.

implied assertion. See *assertive conduct* under CONDUCT.

implied assumption. See ASSUMPTION.

implied authority. See AUTHORITY (1).

implied color. See COLOR.

implied condition. See CONDITION (2).

implied confession. See CONFESSION.

implied consent. See CONSENT.

implied consideration. See CONSIDERATION.

implied contract. See CONTRACT.

implied covenant. See COVENANT (1).

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

implied dedication. See DEDICATION.

implied duty of cooperation. See DUTY (1).

implied easement. See EASEMENT.

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

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

implied-in-fact contract. See CONTRACT.

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

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

implied-in-law contract. See CONTRACT.

implied intent. See INTENT (1).

implied malice. See MALICE.

implied negative covenant. See COVENANT (1).

implied notice. See NOTICE.

implied partnership. See *partnership by estoppel* under PARTNERSHIP.

implied power. See POWER (4), (5).

implied promise. See PROMISE.

implied reciprocal covenant. See COVENANT (4).

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

implied repeal. See REPEAL.

implied reservation. See RESERVATION.

implied-reservation-of-water doctrine. A legal doctrine permitting the federal government to use and control, for public purposes, water appurtenant to federal lands. See EMINENT DOMAIN.

implied term. See TERM (2).

implied trust. See *resulting trust* under TRUST.

implied waiver. See WAIVER (1).

implied warranty. See WARRANTY (2).

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

implied warranty of habitability. See WARRANTY (2).

implied warranty of merchantability. See WARRANTY (2).

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

"Sometimes, when a Court implies a term it is merely reading in what is already logically implicit in the language of the contract. Sometimes a Court is adding something to the contract which the parties probably had in mind but did not actually express. Sometimes, again, the Court is adding terms which the parties would probably have expressed if the matter had been brought to their attention. In yet other cases a Court adds terms to a contract which it thinks the parties ought in fairness and justice to have included, even though they might not have done so if the matter had been brought to their attention. In the first type of case the phrase 'implied term' is unobjectionable. In the last type of case, on the other hand, it seems clear that the Court is merely applying a rule of law, albeit a rule which can be excluded by express agreement. But in the intermediate positions it is difficult to dogmatize about which approach is more accurate, particularly as the different cases tend to shade off into each other. The theory still is that the Courts have no power to add to the contract but may only read in what is implicit in it. This theory, however, is becoming more and more difficult to reconcile with the facts." P.S. Atiyah, *An Introduction to the Law of Contract* 178 (3d ed. 1981).

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

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

import duty. See DUTY (4).

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

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

Import-Export Clause. U.S. Const. art. I, § 10, cl. 2, which prohibits states from taxing imports or exports. • The Supreme Court has liberally interpreted this clause, allowing states to tax imports as long as the tax does not discriminate in favor of domestic goods. — Also termed *Export Clause*.

import letter of credit. See LETTER OF CREDIT.

import quota. See QUOTA.

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

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

imposition. An impost or tax.

impositive fact. See FACT.

impossibility. **1.** The fact or condition of not being able to occur, exist, or be done. **2.** A fact or circumstance that cannot occur, exist, or be done. **3. Contracts.** A fact or circumstance that excuses performance because (1) the subject or means of performance has deteriorated, has been destroyed, or is no longer available, (2) the method of delivery or payment has failed, (3) a law now prevents performance, or (4) death or illness prevents performance. • Increased or unexpected difficulty and expense do not usu. qualify as an impossibility and thus do not excuse performance. — Also termed *impossibility of performance*.

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

4. The doctrine by which such a fact or circumstance excuses contractual performance. Cf. FRUSTRATION; IMPRACTICABILITY. **5. Criminal law.** A fact or circumstance preventing the commission of a crime.

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

legal impossibility. Impossibility due to the fact that what the defendant intended to do is not illegal, such as hunting while erroneously believing that it is not hunting season. • Legal impossibility is a defense to the crime of attempt.

impossibility-of-performance doctrine. The principle that a party may be released from a contract on the ground that uncontrollable circumstances have rendered performance impossible. Cf. FRUSTRATION; IMPRACTICABILITY.

impossible consideration. See CONSIDERATION.

impossible contract. See CONTRACT.

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

impostor (im-pos-tər). One who pretends to be someone else to deceive others, esp. to receive the benefits of a negotiable instrument. — Also spelled *imposter*.

impostor rule. *Commercial law.* The principle that an impostor's indorsement of a negotiable instrument is not a forgery, and that the drawer or maker who issues the instrument to the impostor is negligent and therefore liable to the holder for payment. • If a drawer or maker issues an instrument to an impostor, any resulting forgery of the payee's name will be effective in favor of a person paying on the instrument in good faith or taking it for value or collection. UCC § 3-404.

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

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

impound account. See ACCOUNT.

impoundment. **1.** The action of impounding; the state of being impounded. See IMPOUND. **2.** *Constitutional law.* The President's refusal to spend funds appropriated by Congress. • Although not authorized by the Constitution and seldom used, the impoundment power effectively gives the executive branch a line-item veto over legislative spending.

impracticability (im-prak-ti-kə-bil-ə-tee). *Contracts.* **1.** A fact or circumstance that excuses a party from performing an act, esp. a contractual duty, because (though possible) it would cause extreme and unreasonable difficulty. • For performance to be truly impracticable, the duty must become much more difficult or much more expensive to perform, and this difficulty or expense must have been unanticipated. **2.** The doctrine by which such a fact or circumstance excuses performance. Cf. FRUSTRATION; IMPOSSIBILITY.

commercial impracticability. The occurrence of a contingency whose nonoccurrence was an assumption in the contract, as a result of which one party cannot perform.

imprescriptible (im-prə-skrip-tə-bəl), *adj.* Not subject to prescription; not capable of being acquired by prescription.

imprescriptible right. See RIGHT.

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

imprest fund. See FUND (1).

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

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

imprimis (im-pri-mis), *adv.* [fr. Latin *in primis* "in the first"] In the first place. — Also termed *in primis*.

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

imprisonment, n. **1.** The act of confining a person, esp. in a prison <the imprisonment of Jackson was entirely justified>. **2.** The state of being confined; a period of confinement <Jack-

son's imprisonment lasted 14 years>. See FALSE IMPRISONMENT.

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

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

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

improper feud. See FEUD.

improper influence. See UNDUE INFLUENCE.

improper rector. See RECTOR (1).

impropriation (im-proh-pree-ay-shən). *Eccles. law.* The annexing of an ecclesiastical benefice to the use of a lay person, whether individual or corporate.

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

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

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

improvement. An addition to real property, whether permanent or not; esp., one that increases its value or utility or that enhances its appearance. — Also termed *land improvement*. Cf. FIXTURE.

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

local improvement. A real-property improvement, such as a sewer or sidewalk, financed by special assessment, and specially benefiting adjacent property.

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

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

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

improvidence (im-prahv-ə-dənts). A lack of foresight and care in the management of property, esp. as grounds for removing an estate administrator.

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

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

impubes (im-pyoo-beez). [Latin] *Roman law.* A child under the age of puberty. ● Under Roman law, this term referred to a male under 14 and a female under 12. Cf. INFANS.

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

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

uncontrollable impulse. An impulse that is so overwhelming that it cannot be resisted. ● In some jurisdictions, an uncontrollable impulse serves as a defense to criminal conduct committed while in the grip of the impulse. See IRRESISTIBLE-IMPULSE TEST.

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

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

imputation of payment. *Civil law.* The act of applying or directing payment to principal or interest.

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

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

imputed disqualification. See *vicarious disqualification* under DISQUALIFICATION.

imputed income. See INCOME.

imputed interest. See INTEREST (3).

imputed knowledge. See KNOWLEDGE.

imputed negligence. See NEGLIGENCE.

imputed notice. See NOTICE.

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

in absentia (in ab-sen-shee-ə or ab-sen-shə). [Latin] In the absence of (someone); in (someone’s) absence <tried in absentia>.

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

inactive case. See CASE.

inactive stock. See STOCK.

inadequate consideration. See CONSIDERATION.

inadequate damages. See DAMAGES.

inadequate remedy at law. A remedy (such as money damages) that does not sufficiently correct the wrong, as a result of which an injunction may be available to the disadvantaged party. See IRREPARABLE-INJURY RULE.

inadmissible, adj. 1. (Of a thing) not allowable or worthy of being admitted. 2. (Of evidence) excludable by some rule of evidence.

in adversum (in ad-vər-səm). [Law Latin] Against an adverse party.

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

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

inadvertent discovery. *Criminal procedure.* A law-enforcement officer’s unexpected finding of incriminating evidence in plain view. • Even though this type of evidence is obtained without a warrant, it can be used against the accused under the plain-view exception to the warrant requirement.

inadvertent negligence. See NEGLIGENCE.

inaedificatio (in-ee-di-fi-kay-shee-oh). [Latin] *Roman law.* The act of building on another’s land with one’s own materials, or on one’s own land with another’s materials. • Regardless of the source of the materials, the building became the property of the landowner.

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

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

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

inalienable interest. See INTEREST (2).

inalienable right. See RIGHT.

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

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

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

in apicibus juris (in ə-pis-ə-bəs joor-is). [Latin] Among the extremes (or most subtle doctrines) of the law.

in arbitrable, *adj.* **1.** (Of a dispute) not capable of being arbitrated; not subject to arbitration. **2.** Not subject to being decided.

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

in arbitrium judicis (in ahr-bi-tree-əm joo-dis-sis). [Latin] At the decision or discretion of the judge.

in arcta et salva custodia (in ahrk-tə et sal-və kə-stoh-dee-ə). [Latin] In close and safe custody.

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

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

inaudita altera parte (in-aw-di-tə or in-aw-di-tə al-tə-rə pahr-tee). [Latin "without hearing the other party"] Ex parte. • The term is sometimes used in decisions of the European Court of Justice. See EX PARTE.

inauguration (i-naw-gyə-ray-shən), *n.* **1.** A formal ceremony inducting someone into office. **2.** A formal ceremony introducing something into public use. **3.** The formal commencement of a period of time or course of action. — **inaugurate** (i-naw-gyə-rayt), *vb.* — **inauguratory** (i-naw-gyə-rə-tor-ee), *adj.* — **inaugurator** (i-naw-gyə-ray-tər), *n.*

in autre droit (in oh-trə droyt). [Law French] See EN AUTRE DROIT.

in banc. See EN BANC.

in banco. See EN BANC.

in bank. See EN BANC.

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

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

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

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

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

Inc. abbr. Incorporated.

in cahoots. See CAHOOTS.

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

in camera inspection. A trial judge's private consideration of evidence.

in camera proceeding. See PROCEEDING.

in camera sitting. See SITTING.

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

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

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

testimonial incapacity. The lack of capacity to testify.

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

in capita. Individually. See PER CAPITA.

in capite (in kap-ə-tee). [Law Latin "in chief"] *Hist.* A type of tenure in which a person held land directly of the Crown. — Also termed *tenure in capite*.

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

shock incarceration. Incarceration in a military-type setting, usu. for three to six months, during which the offender is subjected to strict discipline, physical exercise, and hard labor. • After successfully completing the program, the offender is placed on probation. — Also termed *boot camp*. Cf. *shock probation* under PROBATION (1).

in casu proviso (in kay-s[y]oo prə-vi-zoh). See CASU PROVISIO.

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

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

incentive stock option. See STOCK OPTION (2).

incentive zoning. See ZONING.

incerta persona (in-sər-tə pər-soh-nə). [Latin "uncertain person"] *Roman law.* A person (or corporate body) that could not inherit property, such as a person whose existence was uncertain

or whom the testator could not identify by name (such as the first person to appear at the testator's funeral). Pl. **incertae personae**.

"A legacy could only be given to a person with whom the testator had *testamentifacio*, and in the time of Gaius could not be made in favour of an *incerta persona*, e.g. 'whoever shall come to my funeral'; among *incertae personae* were reckoned *postumi alieni*, i.e. all *postumi* except persons who on birth become *sui heredes* of the testator, e.g. a grandchild begotten to a son who has been emancipated would be a *postumus alienus* in this sense." R.W. Leage, *Roman Private Law* 244-45 (C.H. Ziegler ed., 2d ed. 1930).

"Another change under Justinian was of much greater importance. Gifts of all kinds could now be made to *incertae personae*. . . ." W.W. Buckland, *A Textbook of Roman Law: From Augustus to Justinian* 363 (3d ed. 1963).

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

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

incestuous adultery. See ADULTERY.

in chambers. See IN CAMERA (1).

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

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

Inchmaree clause (inch-mə-ree). (*often cap.*) *Maritime law.* An insurance-policy provision that protects against risks not caused by nature, such as a sailor's negligence or a latent defect in machinery. • This term is taken from a British ship, the *Inchmaree*, whose sinking in 1884 gave rise to litigation that led to the clause bearing its name.

"The most celebrated decision of recent times under the 'general' clause was doubtless *Thames & Mersey Marine Ins. Co. v. Hamilton, Fraser & Co.*, 12 App.Cas. 484 (1887). A pump, insured as part of the machinery of a vessel, clogged through valve failure and was damaged. The House of Lords held this accident arose neither through a 'peril of the sea' nor through a cause ejusdem generis with the enumerated perils. . . . This was a disquieting decision, for it more than suggested that many costly accidents that might be suffered by the expensive

machinery on steam vessels were not covered by the standard marine policy. The result was the inclusion of the celebrated 'Inchmaree' clause in hull policies, extending special coverage not only to machinery breakage but to many other classes of loss not covered by the standard perils clause as restrictively construed." Grant Gilmore & Charles L. Black, Jr., *The Law of Admiralty* § 4-8, at 74 n.90 (2d ed. 1975).

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

"The word 'inchoate,' not much used in ordinary discourse, means 'just begun,' 'undeveloped.' The common law has given birth to three general offences which are usually termed 'inchoate' or 'preliminary' crimes — attempt, conspiracy, and incitement. A principal feature of these crimes is that they are committed even though the substantive offence is not successfully consummated. An attempt fails, a conspiracy comes to nothing, words of incitement are ignored — in all these instances, there may be liability for the inchoate crime." Andrew Ashworth, *Principles of Criminal Law* 395 (1991).

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

inchoate dower. See DOWER.

inchoate instrument. See INSTRUMENT.

inchoate interest. See INTEREST.

inchoate lien. See LIEN.

inchoate offense. See OFFENSE (1).

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

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

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

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

incidental admission. See ADMISSION (1).

incidental authority. See AUTHORITY (1).

incidental beneficiary. See BENEFICIARY.

incidental damages. See DAMAGES.

incidental demand. See DEMAND (1).

incidental power. See *incident power* under POWER.

incidental use. See USE (1).

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

incident power. See POWER.

incident to employment. *Workers' compensation.* A risk that is related to or connected with a worker's job duties.

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

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

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

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

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

incitement, *n.* **1.** The act or an instance of provoking, urging on, or stirring up. **2.** *Criminal law.* The act of persuading another person to commit a crime; SOLICITATION (2). — **inciteful**, *adj.*

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

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

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

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

incivism (in-si-viz-əm). Unfriendliness toward one's own country or its government; lack of good citizenship.

inclausa (in-klaw-zə). [Law Latin] *Hist.* An enclosure near a house; a home close. See CLOSE.

inclose, *vb.* See ENCLOSE.

inclosure. See ENCLOSURE.

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

included offense. See *lesser included offense* under OFFENSE.

inclusionary-approach rule. The principle that evidence of a prior crime, wrong, or act is admissible for any purpose other than to show a defendant's criminal propensity as long as it

is relevant to some disputed issue and its probative value outweighs its prejudicial effect.

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

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

incola (in-kə-lə). [Latin “an inhabitant”] *Roman law.* A foreign resident without full civil rights. — Also termed *incolant*.

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

accrued income. Money earned but not yet received.

accumulated income. Income that is retained in an account; esp., income that a trust has generated, but that has not yet been reinvested or distributed by the trustee.

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

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

adjusted gross income. Gross income minus allowable deductions specified in the tax code. — Abbr. AGI.

adjusted ordinary gross income. A corporation's gross income less capital gains and certain expenses. ● The IRS uses this calculation to determine whether a corporation is a personal holding company. If 60% or more of a corporation's AOGI consists of certain passive investment income, the company has met the test for personal-holding-company classification. IRC (26 USCA) § 543(b). — Abbr. AOGI. See *personal holding company* under COMPANY.

aggregate income. The combined income of a husband and wife who file a joint tax return.

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

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

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

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

dividend income. The income resulting from a dividend distribution and subject to tax.

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

exempt income. Income that is not subject to income tax.

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

gross income. Total income from all sources before deductions, exemptions, or other tax reductions. — Also termed *gross earnings*.

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

income in respect of a decedent. Income earned by a person, but not collected before death. • This income is included in the decedent's gross estate for estate-tax purposes. For income-tax purposes, it is taxed to the estate or, if the estate does not collect the income, it is taxed to the eventual recipient. — Abbr. I.R.D.

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

investment income. See *unearned income*.

net income. Total income from all sources minus deductions, exemptions, and other tax reductions. • Income tax is computed on net income. — Also termed *net earnings*.

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

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

ordinary income. 1. For business-tax purposes, earnings from the normal operations or activities of a business. — Also termed *operating income*. 2. For individual income-tax purposes, income that is derived from sources such as wages, commissions, and interest (as opposed to income from capital gains).

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

passive income. Income derived from a business activity over which the earner does not participate directly or have immediate control, such as copyright royalties. See PASSIVE ACTIVITY.

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

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

portfolio income. Income from interest, dividends, rentals, royalties, capital gains, or other investment sources. • Portfolio income is not considered passive income; therefore, net passive losses cannot be used to offset net portfolio income.

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

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

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

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

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

taxable income. Gross income minus all allowable deductions and exemptions. • Taxable income is multiplied by the applicable tax rate to compute one's tax liability.

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

unrelated business income. Taxable income generated by a tax-exempt organization from a trade or business unrelated to its exempt purpose or activity.

income approach. A method of appraising real property based on capitalization of the income that the property is expected to generate. Cf. MARKET APPROACH; COST APPROACH.

income averaging. *Tax.* A method of computing tax by averaging a person's current income with that of preceding years.

"A distinct departure from the strict annual system of taxing income is the concept of averaging income, allowed until repeal by the 1986 T.R.A. . . . [T]he rate at which the item was taxed was made to depend not only on the rates and level of income for that year, but upon the taxpayer's experience over the past four years. The item was (sometimes) taxed *as if* it had been received over a four-year period. Especially for authors, actors, athletes, and other taxpayers who have fluctuating or bunched income and face graduated tax rates that apply on an annual basis, income averaging was most important." John K. McNulty, *Federal Income Taxation of Individuals in a Nutshell* 353 (5th ed. 1995).

income-based plan. See CHAPTER 13.

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

income beneficiary. See BENEFICIARY.

income bond. See BOND (3).

income exclusion. See EXCLUSION.

income fund. See MUTUAL FUND.

income in respect of a decedent. See INCOME.

income property. See PROPERTY.

income-shifting. The practice of transferring income to a taxpayer in a lower tax bracket,

such as a child, to reduce tax liability. See *kiddie tax* under TAX.

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

income stock. See STOCK.

income tax. See TAX.

income-tax deficiency. See DEFICIENCY.

income-tax return. See TAX RETURN.

income-tax withholding. See WITHHOLDING.

income-withholding order. A court order providing for the withholding of a person's income, usu. to enforce a child-support order.

income yield. See CAPITALIZATION RATE.

in common. Shared equally with others, without division into separate ownership parts. See *tenancy in common* under TENANCY.

in communi (in kə-myoo-ni). [Law Latin] In common.

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

incommutable (in-kə-myoot-ə-bəl), *adj.* (Of an offense) not capable of being commuted.

incompatibility, *n.* The quality or state of being incompatible; irreconcilability. • Incompatibility is recognized as a no-fault ground for divorce in many states. See *no-fault divorce* under DIVORCE.

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

incompetency, *n.* Lack of legal ability in some respect, esp. to stand trial or to testify <once the defense lawyer established her client's in-

competency, the client did not have to stand trial>. — Also termed *incompetence*; *mental incompetence*. — **incompetent**, *adj.* Cf. INCAPACITY.

incompetency hearing. See PATE HEARING.

incompetent, *adj.* **1.** (Of a witness) unqualified to testify. **2.** (Of evidence) inadmissible. • This sense is often criticized, as in the quotation below.

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

incompetent evidence. See EVIDENCE.

incomplete instrument. See INSTRUMENT.

incomplete transfer. See TRANSFER.

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

in consideratione inde (in kən-sid-ə-ray-shee-oh-nee in-dee). [Law Latin] In consideration thereof.

in consideratione legis (in kən-sid-ə-ray-shee-oh-nee lee-jis). [Law Latin] **1.** In consideration or contemplation of law. **2.** In abeyance.

in consideratione praemissorum (in kən-sid-ə-ray-shee-oh-nee pree-mi-sor-əm). [Law Latin] In consideration of the premises.

in consimili casu (in kən-sim-ə-li kay-s[y]oo). See CONSIMILI CASU.

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

inconsistent defense. See DEFENSE (1).

inconsistent presumption. See *conflicting presumption* under PRESUMPTION.

inconsistent statement. See PRIOR INCONSISTENT STATEMENT.

in conspectu ejus (in kən-spek-t[y]oo ee-jəs). [Law Latin] In his sight or view.

in contemplation of death. See CONTEMPLATION OF DEATH.

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

incontestable policy. See INSURANCE POLICY.

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

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

inconvenient forum. See FORUM NON CONVENIENS.

incorporamus (in-kor-pə-ray-məs). [Law Latin] *Hist.* We incorporate. • This word indicated an intent to incorporate.

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

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

incorporation, *n.* **1.** The formation of a legal corporation. See ARTICLES OF INCORPORATION. **2.** *Constitutional law.* The process of applying the provisions of the Bill of Rights to the states by interpreting the 14th Amendment’s Due Pro-

cess Clause as encompassing those provisions. • In a variety of opinions since 1897, the Supreme Court has incorporated all of the Bill of Rights except the following provisions: (1) the Second Amendment right to bear arms, (2) the Third Amendment prohibition of quartering soldiers, (3) the Fifth Amendment right to grand-jury indictment, (4) the Seventh Amendment right to a jury trial in a civil case, and (5) the Eighth Amendment prohibition of excessive bail and fines.

selective incorporation. Incorporation of certain provisions of the Bill of Rights. • Justice Benjamin Cardozo, who served from 1932 to 1938, first advocated this approach.

total incorporation. Incorporation of all of the Bill of Rights. • Justice Hugo Black, who served from 1937 to 1971, first advocated this approach.

3. INCORPORATION BY REFERENCE. — **incorporate**, *vb.*

incorporation by reference. A method of making a secondary document part of a primary document by including in the primary document a statement that the secondary document should be treated as if it were contained within the primary one. — Often shortened to *incorporation*. — Also termed *adoption by reference*.

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

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

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

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

incorporeal chattel. See *incorporeal property* under PROPERTY.

incorporeal hereditament. See HEREDITAMENT.

incorporeal ownership. See OWNERSHIP.

incorporeal possession. See POSSESSION (3).

incorporeal property. See PROPERTY.

incorporeal right. See RIGHT.

incorporeal thing. See THING.

incorrigibility (in-kor-ə-jə-bil-ə-tee or in-kahr-). Serious or persistent misbehavior by a child, making reformation by parental control impossible or unlikely. Cf. JUVENILE DELINQUENCY.

incorrigible (in-kor-ə-jə-bəl or in-kahr-), *adj.* Incapable of being reformed; delinquent.

incorrigible child. See CHILD.

Incoterm (in[g]-koh-tərm). A standardized shipping term, defined by the International Chamber of Commerce, that apportions the costs and liabilities of international shipping between buyers and sellers. See C.I.F.; F.O.B.

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

increase, costs of. See COSTS OF INCREASE.

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

increment (in[g]-krə-mənt), *n.* A unit of increase in quantity or value. — **incremental**, *adj.*

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

incremental cash flow. See CASH FLOW.

incrementum (in-krə-men-təm). [Latin] *Hist.* Increase. • This term appeared in various phrases, such as *costs de incremento* ("costs of increase"). See COSTS OF INCREASE.

increscitur (in-kres-i-tər). See ADDITUR.

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

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

incriminating admission. See ADMISSION (1).

incriminating circumstance. A situation or fact showing either that a crime was committed or that a particular person committed it.

incriminating evidence. See EVIDENCE.

incriminating statement. See STATEMENT.

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

incroach, *vb.* *Archaic.* See ENCROACH.

incroachment. *Archaic.* See ENCROACHMENT.

in cuius rei testimonium (in kyoo-jəs ree-tes-tə-moh-nee-əm). [Law Latin] *Hist.* In witness whereof. ● These words were used to conclude deeds. The modern phrasing of the testimonium clause in deeds and other instruments — beginning with *in witness whereof* — is a loan translation of the Latin.

inculpatæ tutelæ moderatio. See MIDERAMEN INCULPATÆ TUTELÆ.

inculpate (in-kəl-payt or in-kəl-payt), *vb.* **1.** To accuse. **2.** To implicate (oneself or another) in a crime or other wrongdoing; INCRIMINATE. — **inculpation**, *n.* — **inculpatory** (in-kəl-pə-tor-ee), *adj.*

inculpatory evidence. See EVIDENCE.

incumbent (in-kəm-bənt), *n.* One who holds an official post, esp. a political one. — **incumbency**, *n.* — **incumbent**, *adj.*

incumbrance. See ENCUMBRANCE.

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

incurramentum (in-kə-rə-men-təm). [fr. Latin *in* “upon” + *currere* “to run”] *Hist.* The incurring of a fine or penalty.

in custodia legis (in kə-stoh-dee-ə lee-jis). [Latin] In the custody of the law <the debtor’s automobile was *in custodia legis* after being seized by the sheriff>. ● The phrase is traditionally used in reference to property taken into the court’s charge during pending litigation over it.

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

indebitatus (in-deb-i-tay-təs), *p.pl.* [Law Latin] Indebted. See NUNQUAM INDEBITATUS.

indebitatus assumpsit (in-deb-i-tay-təs ə-səm[p]-sit). See ASSUMPSIT.

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

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

indebitum (in-deb-i-təm). *Roman law.* A debt that in fact is not owed. ● Money paid for a nonexistent debt could be recovered by the action *condictio indebiti*. Cf. DEBITUM.

“A conditional debt if paid could be recovered as an *indebitum*, so long as the condition was outstanding.” W.W. Buckland, *A Manual of Roman Private Law* 255 (2d ed. 1953).

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

indecency, *n.* The condition or state of being outrageously offensive, esp. in a vulgar or sexu-

al way. • Unlike obscene material, indecent speech is protected under the First Amendment. — **indecent**, *adj.* Cf. OBSCENITY.

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

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

indecent exhibition. The act of publicly displaying or offering for sale something (such as a photograph or book) that is outrageously offensive, esp. in a vulgar or sexual way.

indecent exposure. An offensive display of one’s body in public, esp. of the genitals. Cf. LEWDNESS; OBSCENITY.

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

indecent liberties. Improper behavior toward a child, esp. of a sexual nature.

indecimable (in-des-ə-mə-bəl), *adj.* *Hist.* Not titheable; not liable for tithes.

indefeasible (in-də-feez-ə-bəl), *adj.* (Of a claim or right) that cannot be defeated, revoked, or lost <an indefeasible estate>.

indefeasible remainder. See REMAINDER.

indefeasibly vested remainder. See *indefeasible remainder* under REMAINDER.

indefensus (in-də-fen-səs). [Latin “undefended”] *Roman law.* A person who fails to make a defense or plea to an action. • The term later acquired a similar meaning in English law.

indefinite detainee. See NONREMOVABLE INMATE.

indefinite failure of issue. See FAILURE OF ISSUE.

indefinite sentence. See *indeterminate sentence* under SENTENCE.

indefinite sentencing. See INDETERMINATE SENTENCING.

in Dei nomine (in dee-I nahm-ə-nee). [Latin] *Hist.* In the name of God. • The opening phrase of certain writs.

in delicto (in də-lik-toh). [Latin] In fault. Cf. EX DELICTO.

indemnification (in-dem-nə-fi-kay-shən), *n.* **1.** The action of compensating for loss or damage sustained. **2.** The compensation so made. — **indemnificatory**, *adj.*

indemnifier. See INDEMNITOR.

indemnify (in-dem-nə-fi), *vb.* **1.** To reimburse (another) for a loss suffered because of a third party’s act or default. **2.** To promise to reimburse (another) for such a loss. **3.** To give (another) security against such a loss.

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

indemnitee (in-dem-nə-tee). One who receives indemnity from another.

indemnitor (in-dem-nə-tər or -tor). One who indemnifies another. — Also termed *indemnifier*.

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

double indemnity. The payment of twice the basic benefit in the event of a specified loss, esp. as in an insurance contract requiring the insurer to pay twice the policy’s face amount in the case of accidental death.

indemnity against liability. A right to indemnity that arises on the indemnitor's default, regardless of whether the indemnitee has suffered a loss.

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

indemnity bond. See BOND (2).

indemnity clause. A contractual provision in which one party agrees to answer for any specified or unspecified liability or harm that the other party might incur. — Also termed *hold-harmless clause*; *save-harmless clause*. Cf. EXEMPTION CLAUSE.

indemnity insurance. See *first-party insurance* under INSURANCE.

indemnity land. 1. Public land granted to a railroad company to help defray the cost of constructing a right-of-way. • This land indemnifies a railroad company for land given in a previous grant but since rendered unavailable for railroad use by a disposition or reservation made after the original grant. 2. Federally owned land granted to a state to replace previously granted land that has since been rendered unavailable for the state's use. — Also termed *place land*.

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

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

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

"If a deed be made by more parties than one, there ought to be regularly as many copies of it as there are parties, and each should be cut or indented (formerly in acute angles *instar dentium*, but at present in a waving line) on the top or side, to tally or correspond with the other; which deed, so made, is called an indenture....

Deeds thus made were denominated *syngrapha* by the canonists; and with us *chirographa*, or hand-writings; the word *cirographum* or *cyrographum* being usually that which is divided in making the indenture...." 2 William Blackstone, *Commentaries on the Laws of England* 295-96 (1766).

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

indenture (in-den-cher), n. 1. A formal written instrument made by two or more parties with different interests, traditionally having the edges serrated, or indented, in a zigzag fashion to reduce the possibility of forgery and to distinguish it from a deed poll. Cf. *deed poll* under DEED. 2. A deed or elaborate contract signed by two or more parties.

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

corporate indenture. A document containing the terms and conditions governing the issuance of debt securities, such as bonds or debentures.

debenture indenture. See DEBENTURE INDENTURE.

trust indenture. 1. A document containing the terms and conditions governing a trustee's conduct and the trust beneficiaries' rights. — Also termed *indenture of trust*. 2. See *deed of trust* under DEED.

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

indenture of trust. See *trust indenture* under INDENTURE.

indenture trustee. See TRUSTEE (1).

independence, n. The state or quality of being independent; esp., a country's freedom to man-

age all its affairs, whether external or internal, without control by other countries.

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

independent adjuster. See ADJUSTER.

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

independent agency. See AGENCY (3).

independent agent. See AGENT.

independent audit. See AUDIT.

independent contract. See CONTRACT.

independent contractor. One who is hired to undertake a specific project but who is left free to do the assigned work and to choose the method for accomplishing it. • Unlike an employee, an independent contractor who commits a wrong while carrying out the work does not create liability for the one who did the hiring. Cf. EMPLOYEE.

independent counsel. See COUNSEL.

independent covenant. See COVENANT (1).

independent executor. See EXECUTOR.

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

independent investigation committee. See SPECIAL LITIGATION COMMITTEE.

independent personal representative. See *personal representative* under REPRESENTATIVE.

independent probate. See *informal probate* under PROBATE.

independent promise. See *unconditional promise* under PROMISE.

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

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

independent-significance doctrine. The principle that effect will be given to a testator's disposition that is not done solely to avoid the requirements of a will.

independent-source rule. *Criminal procedure.* The rule providing — as an exception to the fruit-of-the-poisonous-tree doctrine — that evidence obtained by illegal means may nonetheless be admissible if that evidence is also obtained by legal means unrelated to the original illegal conduct. See FRUIT-OF-THE-POISONOUS-TREE DOCTRINE. Cf. INEVITABLE-DISCOVERY RULE.

independent state. See SOVEREIGN STATE.

independent union. See UNION.

indestructible trust. See TRUST.

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

indeterminate bond. See BOND (3).

indeterminate conditional release. A type of release from prison granted upon the fulfillment of certain conditions. • The release remains revocable if additional conditions are breached.

indeterminate sentence. See SENTENCE.

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

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

grantee-grantor index. An index, usu. kept in the county recorder's office, alphabetically listing by grantee the volume and page number of the grantee's recorded property transactions. • In some jurisdictions, the grantee-grantor index is combined with the grantor-grantee index.

grantor-grantee index. An index, usu. kept in the county recorder's office, alphabetically listing by grantor the volume and page number of the grantor's recorded property transactions.

tract index. An index, usu. kept in the county recorder's office, listing, by location of each parcel of land, the volume and page number of the recorded property transactions affecting the parcel.

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

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

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

indexation. See INDEXING.

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

index fund. See MUTUAL FUND.

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

index lease. See LEASE.

index of authorities. An alphabetical list of authorities cited in a brief, usu. with subcategories for cases, statutes, and treatises. — Also termed *table of authorities*.

index offense. See OFFENSE (1).

Indian Claims Commission. A federal agency — dissolved in 1978 — that adjudicated

claims brought by American Indians, a tribe, or another identifiable group of Indians against the United States. • The U.S. Court of Federal Claims currently hears these claims.

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

Indian land. Land owned by the United States but held in trust for and used by American Indians. — Also termed *Indian tribal property*. Cf. TRIBAL LAND.

Indian reservation. An area that the federal government has designated for use by an American Indian tribe, where the tribe generally settles and establishes a tribal government.

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

Indian title. A right of occupancy that the federal government grants to an American Indian tribe based on the tribe's immemorial possession of the area. — Also termed *aboriginal title*.

Indian tribal property. See INDIAN LAND.

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

"The Indian tribe is the fundamental unit of Indian Law; in its absence there is no occasion for the law to operate. Yet there is no all-purpose definition of an Indian tribe. A group of Indians may qualify as a tribe

for the purpose of one statute or federal program, but fail to qualify for others. Definitions must accordingly be used with extreme caution." William C. Canby, Jr., *American Indian Law in a Nutshell* 3-4 (2d ed. 1988).

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

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

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

economic indicator. See ECONOMIC INDICATOR.

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

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

indicavit (in-di-kay-vit). [Law Latin "he has indicated"] *Hist.* A writ of prohibition by which a church patron removes to a common-law court an ecclesiastical-court action between two clerics who dispute each other's right to a benefice. • The writ was long available — nominally up to the 20th century — under the statute *De Coniunctim Feoffatis* (1306). Actions concerning clerics' rights to a benefice were usu. tried in ecclesiastical courts, but they could be removed to a common-law court if the action involved a church patron in some way, as when one cleric was appointed by a certain patron and the other cleric was appointed by another patron. Cf. ADVOWSON.

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

indicia of title. A document that evidences ownership of personal or real property.

indicium (in-dish-ee-əm). [Latin] *Roman law.* **1.** The act of accusing someone of a crime. **2.** The act of promising recompense for a certain service. **3.** A sign or mark; esp., something used as a type of proof. See INDICARE.

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

indictable offense (in-dit-ə-bəl ə-fents). See OFFENSE (1).

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

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

indictment (in-dit-mənt), *n.* **1.** The formal written accusation of a crime, made by a grand jury and presented to a court for prosecution against the accused person. **2.** The act or process of preparing or bringing forward such a formal written accusation. Cf. INFORMATION; PRESENTMENT (2).

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

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

duplicitous indictment (d[y]oo-plis-ə-təs). The joining of two or more offenses in the same count of an indictment. — Also termed *duplicitous information*.

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

indictor (in-dit-ər or in-di-tor). A person who causes another to be indicted.

in diem (in di-əm or dee-əm). [Latin] For each day; per day. Cf. PER DIEM.

indigena (in-dij-ə-nə). [Latin "native"] *Hist.* A subject born within the English realm or naturalized by act of Parliament. Cf. ALIENIGENA.

indigent (in-di-jənt), *n.* A poor person. — **indigency, indigence,** *n.* — **indigent, adj.** See PAUPER.

indigent defendant. A person who is too poor to hire a lawyer and who, upon indictment, becomes eligible to receive aid from a court-appointed attorney and a waiver of court costs. See *IN FORMA PAUPERIS*.

indignity. *Family law.* A ground for divorce consisting in one spouse's pattern of behavior calculated to humiliate the other.

indirect attack. See *COLLATERAL ATTACK*.

indirect confession. See *CONFESSION*.

indirect contempt. See *constructive contempt* under *CONTEMPT*.

indirect cost. See *COST* (1).

indirect evidence. See *circumstantial evidence* under *EVIDENCE*.

indirect loss. See *consequential loss* under *LOSS*.

indirect notice. See *implied notice* under *NOTICE*.

indirect possession. See *mediate possession* under *POSSESSION*.

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

indirect tax. See *TAX*.

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

indispensable-element test. *Criminal law.* A common-law test for the crime of attempt, based on whether the defendant acquires con-

trol over the thing that is essential to the crime. ● Under this test, for example, a person commits a crime by buying the explosives with which to detonate a bomb. See *ATTEMPT* (2).

indispensable evidence. See *EVIDENCE*.

indispensable party. See *PARTY* (2).

indistanter (in-di-stan-tər), *adv.* [Law Latin "immediately"] Forthwith; without delay.

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

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

individual asset. See *ASSET*.

individual debt. See *DEBT*.

individual liberty. See *personal liberty* under *LIBERTY*.

individual property. See *SEPARATE PROPERTY* (1).

individual proprietorship. See *SOLE PROPRIETORSHIP*.

individual retirement account. A savings or brokerage account to which a person may contribute up to a specified amount of earned income each year (\$2,000 under current law). ● The contributions, along with any interest earned in the account, are not taxed until the money is withdrawn after a participant reaches 59½ (or before then, if a 10% penalty is paid). — Abbr. *IRA*.

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

indivisible, adj. Not separable into parts <an indivisible debt>.

indivision. *Civil law.* Undivided ownership of property; the condition of being owned by coowners each having an undivided interest in the property.

indivisum (in-di-vi-səm or -zəm), *adj.* [Latin] *Roman law.* (Of property) held in common; not divided.

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

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

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

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

accommodation indorsement. An indorsement to an instrument by a third party who acts as surety for another party who remains primarily liable. See ACCOMMODATION PAPER.

anomalous indorsement. See *irregular indorsement*.

blank indorsement. An indorsement that names no specific payee, thus making the instrument payable to the bearer and negotiable by delivery only. UCC § 3-205(b). — Also termed *indorsement in blank*; *general indorsement*.

collection indorsement. See *restrictive indorsement*.

conditional indorsement. An indorsement that restricts the instrument in some way, as by limiting how the instrument can be paid or transferred; an indorsement giving possession of the instrument to the indorsee, but retaining title until the occurrence of some condition named in the indorsement. • Wordings that indicate this type of indorsement are “Pay to Brad Jones when he becomes 18 years of age” and “Pay to Brigitte Turner, or order, unless before payment I give you notice to the contrary.” Cf. *special indorsement*.

full indorsement. See *special indorsement*.

general indorsement. See *blank indorsement*.

indorsement in blank. See *blank indorsement*.

indorsement in full. See *special indorsement*.

indorsement without recourse. See *qualified indorsement*.

irregular indorsement. An indorsement by a person who signs outside the chain of title and who therefore is neither a holder nor a transferor of the instrument. • An irregular indorser is generally treated as an accommodation party. See ACCOMMODATION PARTY. — Also termed *anomalous indorsement*; *full indorsement*.

qualified indorsement. An indorsement that passes title to the instrument but limits the indorser’s liability to later holders if the instrument is later dishonored. • Typically, a qualified indorsement is made by writing “without recourse” or “sans recourse” over the signature. — Also termed *indorsement without recourse*. UCC § 3-415(b). See WITH-OUT RECOURSE.

restrictive indorsement. An indorsement that includes a condition (e.g., “pay Josefina Cardoza only if she has worked 8 full hours on April 13”) or any other language restricting further negotiation (e.g., “for deposit only”). — Also termed *collection indorsement*.

special indorsement. An indorsement that specifies the person to receive payment or to whom the goods named by the document must be delivered. UCC § 3-205(a). — Also termed *indorsement in full*; *full indorsement*. Cf. *conditional indorsement*.

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

unauthorized indorsement. An indorsement made without authority, such as a forged indorsement.

unqualified indorsement. An indorsement that does not limit the indorser’s liability on the paper. • It does not, for example, include the phrase “without recourse.”

unrestrictive indorsement. An indorsement that includes no condition or language restricting negotiation. — Also termed *unrestricted indorsement*.

indorser. A person who transfers a negotiable instrument by indorsement. — Also spelled *endorser*.

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

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

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

active inducement. The act of intentionally causing a third party to infringe a valid patent. • Active inducement requires proof of an actual intent to cause the patent infringement.

2. Contracts. The benefit or advantage that causes a promisor to enter into a contract. **3. Criminal law.** An enticement or urging of another person to commit a crime. **4.** The preliminary statement in a pleading; esp., in an action for defamation, the plaintiff's allegation that extrinsic facts gave a defamatory meaning to a statement that is not defamatory on its face, or, in a criminal indictment, a statement of preliminary facts necessary to show the criminal character of the alleged offense. Cf. INNUENDO (2); COLLOQUIUM. — **induce, vb.**

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

indutiae legales (in-d[y]oo-shee-ee lə-gay-leez). [Latin] *Civil & Scots law.* The days allowed after summons for a defendant to appear in court.

inducing infringement. See *infringement in the inducement* under INFRINGEMENT.

induct, vb. 1. To put into possession of (something, such as an office or benefice). **2.** To admit as a member. **3.** To enroll for military service.

inductio (in-dək-shee-oh). [Latin] *Roman law.* The act of erasing a writing or part of it, as when a testator struck a legacy from a will.

induction. 1. The act or process of initiating <the induction of three new members into the legal fraternity>. **2.** The act or process of reasoning from specific instances to general propositions <after looking at several examples, the

group reasoned by induction that it is a very poor practice to begin a new paragraph by abruptly bringing up a new case>. Cf. DEDUCTION (3).

indult (in-dəlt). *Eccles. law.* A dispensation granted by the Pope to do or obtain something contrary to canon law. — Also termed *indulto*.

indulto (in-dəl-toh). [Spanish] **1.** A pardon or amnesty. **2. Hist.** A duty paid on imported goods to the Spanish or Portuguese Crown.

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

industrial-development bond. See BOND (3).

industrial disease. See OCCUPATIONAL DISEASE.

industrial espionage. See ESPIONAGE.

industrial goods. See *capital goods* under GOODS.

industrial life insurance. See INSURANCE.

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

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

industrial union. See UNION.

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

industry-wide liability. See *enterprise liability* under LIABILITY.

indutiae (in-d[y]oo-shee-ee). [Latin] **1. Roman & int'l law.** A truce or cessation of hostilities; an armistice. — Also spelled (in Roman law) *indutiae*. **2. Roman & civil law.** A delay allowed for performing an obligation. **3. Maritime law.** A period of 20 days in which a bottomry-

bond debtor may unload the ship's cargo and pay the bond. — Also spelled *induciae*.

in eadem causa (in ee-ay-dəm kaw-zə), *adv.* [Latin] *Hist.* In the same cause; in the same state or condition.

inebriate (in-ee-bree-ət), *n.* *Archaic.* An intoxicated person; esp., a habitual drunkard.

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

ineffective assistance of counsel. See ASSISTANCE OF COUNSEL.

ineligible, *adj.* (Of a person) legally disqualified to serve in office. — **ineligibility**, *n.*

in emulationem vicini (in em-yə-lay-shee-oh-nəm vi-si-ni), *adj.* [Latin “in envy or hatred of a neighbor”] *Hist.* (Of a cause of action) brought for an act done solely to hurt or distress another, such as raising a high fence.

inequitable (in-ek-wi-tə-bəl), *adj.* Not fair; opposed to principles of equity <an inequitable ruling>.

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

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

inescapable peril. A danger that one cannot avoid without another's help. See LAST-CLEAR-CHANCE DOCTRINE.

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

inessential mistake. See *inessential mistake* under MISTAKE.

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

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

inevitable accident. See *unavoidable accident* under ACCIDENT.

inevitable-accident doctrine. See UNAVOIDABLE-ACCIDENT DOCTRINE.

inevitable-discovery rule. *Criminal procedure.* The rule providing — as an exception to the fruit-of-the-poisonous-tree doctrine — that evidence obtained by illegal means may nonetheless be admissible if the prosecution can show that the evidence would eventually have been legally obtained anyway. See FRUIT-OF-THE-POISONOUS-TREE DOCTRINE. Cf. INDEPENDENT-SOURCE RULE.

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

inexcusable neglect. See NEGLECT.

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

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

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

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

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

in faciendo (in fay-shee-en-doh), *adv.* & *adj.* [Law Latin] In the performance of an act; infeasance.

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

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

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

infamia facti (in-fay-mee-ə fak-ti). Infamy in fact, though not yet judicially proved.

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

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

infamous (in-fə-məs), *adj.* 1. (Of a person) having a bad reputation. 2. (Of conduct) that is punishable by imprisonment.

infamous crime. See CRIME.

infamous punishment. See PUNISHMENT.

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

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

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

3. The beginning stages of anything.

infangthief (in-fang-theef). [fr. Old English *in* "in" + *fangen* "taken" + *thief* "thief"] *Hist.* A privilege held by a lord of a manor to try a thief captured on the property. Cf. UTFANGTHIEF.

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

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

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

infantia (in-fan-shee-ə). [Latin] *Roman law*. The period of a person's life from birth to seven years; early childhood.

infanticide (in-fant-ə-sid). 1. The act of killing a newborn child, esp. by the parents or with their consent. ● In archaic usage, the word referred also to the killing of an unborn child. — Also termed *child destruction*; *neonaticide*. Cf. FETICIDE. 2. The practice of killing newborn children. 3. One who kills a newborn child.

in favorem libertatis (in fə-vor-əm lib-ər-tay-tis). [Law Latin] In favor of liberty.

in favorem vitae (in fə-vor-əm vi-tee), *adv.* [Law Latin] In favor of life.

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

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

infert, p.pl. *Scots law.* Enfeoffed. See ENFEOFF.

in feodo simpliciter (in fee-ə-doh or fyoo-doh sim-plis-i-tər). [Law Latin] In fee simple. See FEE SIMPLE.

infeoff, vb. See ENFEOFF.

infeoffment. See ENFEOFFMENT.

infer, vb. To conclude from facts or from factual reasoning; to draw as a conclusion or inference.

inference (in-fər-ənts), *n.* 1. A conclusion reached by considering other facts and deducing a logical consequence from them. 2. The process by which such a conclusion is reached; the process of thought by which one moves from evidence to proof. — **infer, vb.** — **inferential, adj.** — **inferer, n.**

inference-on-inference rule. The principle that a presumption based on another presump-

tion cannot serve as a basis for determining an ultimate fact.

inferential fact. See FACT.

inferior court. See COURT.

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

infeudate. See ENFEOFF.

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

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

inficari. See INFITIARI.

inficatio. See INFITIATIO.

infidel (in-fə-dəl). **1.** A person who does not believe in something specified, esp. a particular religion. **2. Hist.** A person who violates a feudal oath of fealty.

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

infidelitas (in-fi-dee-lə-tas or -del-ə-tas), *n.* [Latin] *Hist.* Infidelity; faithlessness to one's feudal oath.

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

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

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

in fieri (in fi-ə-ri), *adj.* [fr. Latin *in* "in" + *fieri* "to be done"] (Of a legal proceeding) that is pending or in the course of being completed.

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

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

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

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

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

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

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

inflammatory (in-flam-ə-tor-ee), *adj.* Tending to cause strong feelings of anger, indignation, or other type of upset; tending to stir the passions. ● Evidence can be excluded if its inflammatory nature outweighs its probative value.

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

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

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

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

infliction of emotional distress. See INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS; NEGLIGENCE INFLICTION OF EMOTIONAL DISTRESS.

influence district. A voting district in which a racial or ethnic minority group does not constitute a majority of the voters, but does make up a sufficient proportion of the voters to constitute an influential minority, thus being able to elect its preferred candidate with a reasonable number of crossover votes from other groups. Cf. MAJORITY-MINORITY DISTRICT.

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

informal agency action. Administrative-agency activity other than adjudication or rulemaking, such as investigation, publicity, or supervision. Cf. RULEMAKING.

informal contract. See *parol contract* (2) under CONTRACT.

informal dividend. See DIVIDEND.

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

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

informal probate. See PROBATE.

informal proceeding. See PROCEEDING.

informal proof of claim. See PROOF OF CLAIM.

informal rulemaking. See RULEMAKING.

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

informant's privilege. See PRIVILEGE (3).

in forma pauperis (in for-mə paw-pə-ris). [Latin "in the manner of a pauper"] In the manner of an indigent who is permitted to disregard filing fees and court costs <when suing, a poor person is generally entitled to proceed *in forma pauperis*>. — Abbr. *i.f.p.*

in forma pauperis affidavit. See *poverty affidavit* under AFFIDAVIT.

information. A formal criminal charge made by a prosecutor without a grand-jury indictment. ● The information is used to prosecute misdemeanors in most states. About half the states allow its use in felony prosecutions as well. Cf. INDICTMENT.

informational picketing. See PICKETING.

information and belief, *on.* (Of an allegation or assertion) based on secondhand information that the declarant believes to be true. ● For the historical precursor to this phrase, see INSINUATIO.

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

information return. See TAX RETURN.

informative advertising. See ADVERTISING.

informed consent. See CONSENT.

informed intermediary. See INTERMEDIARY.

informer. 1. INFORMANT. 2. A private citizen who brings a penal action to recover a penalty. ● Under some statutes, a private citizen is required to sue the offender for a penalty before any criminal liability can attach. — Also termed *common informer*. See COMMON INFORMER.

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

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

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

in foro contentioso (in for-oh kən-ten-shee-oh-soh), *adv.* [Latin] In the forum of contention or litigation.

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

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

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

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

in foro interno (in for-oh in-tər-noh), *adv.* [Latin "in an internal forum"] *Eccles. law.* In a court of conscience; in a court for matters of conscience. See FORUM INTERNUM.

in foro saeculari (in for-oh sek-yə-lair-ī), *adv.* [Law Latin] In a secular court.

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

infra aetatem (in-frə ee-tay-təm), *adj.* [Latin] Underage. — Also spelled *infra etatem*.

infra annos nubile (in-frə an-ohs n[y]oo-bə-leez), *adj.* [Law Latin] *Hist.* Under marriageable years; i.e., not old enough to wed.

infra annum (in-frə an-əm), *adv.* [Law Latin] Under a year; within a year.

infra annum luctus (in-frə an-əm lək-təs), *adv.* [Latin] *Hist.* Within the year of mourning. • The referred to the one-year period of mourning during which a widow was prohibited from remarrying.

infra civitatem (in-frə siv-i-tay-təm), *adv.* [Law Latin] Within the state.

infra corpus comitatus (in-frə kor-pəs kom-ə-tay-təs), *adv. & adj.* [Law Latin] *Hist.* Within the body of a county. • In English law, this phrase referred to a body of water that was completely enclosed by land, and therefore exempt from admiralty jurisdiction.

infraction, *n.* A violation, usu. of a rule or local ordinance and usu. not punishable by incarceration. — **infract**, *vb.*

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

infra dignitatem curiae (in-frə dig-ni-tay-təm kyoor-ee-ee), *adj.* [Law Latin "beneath the dignity of the court"] (Of a case) too trifling in amount or character to be entertained by a court.

infra furorem (in-frə fyə-ror-əm), *adv.* [Law Latin] During madness; while in a state of insanity.

infra hospitium (in-frə hah-spish-ee-əm). [Law Latin "within the inn"] The doctrine that an innkeeper is liable for goods deposited by a guest.

infra jurisdictionem (in-frə joor-is-dik-sheeh-oh-nəm), *adv. & adj.* [Law Latin] Within the jurisdiction.

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

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

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

in fraudem creditorum (in fraw-dəm kre-di-tor-əm), *adv.* [Latin] In fraud of creditors.

in fraudem legis (in fraw-dəm lee-jis), *adv.* [Latin] In fraud of the law. • With an intent to evade the law.

infringement, *n.* *Intellectual property.* An act that interferes with one of the exclusive rights of a patent, copyright, or trademark owner. — **infringe**, *vb.* See INTELLECTUAL PROPERTY. Cf. PLAGIARISM.

contributory infringement. **1.** The act of participating in, or contributing to, the infringing acts of another person. • For contributory infringement, the law imposes vicarious liability. **2. Patents.** The act of aiding or abetting another person's patent infringement by knowingly selling a nonstaple item that has no substantial noninfringing use and is especially adapted for use in a patented combination or process. • In the patent context, contributory infringement is statutorily defined in the Patent Act. 35 USCA § 271(c). **3. Copyright.** The act of either (1) actively inducing, causing, or materially contributing to the infringing conduct of another person, or (2) providing the goods or means necessary to help another person infringe (as by making facilities available for an infringing performance). • In the copyright context, contributory infringement is a common-law doctrine. **4. Trademarks.** A manufacturer's or distributor's conduct in knowingly supplying, for resale, goods bearing an infringing mark.

copyright infringement. The act of violating any of a copyright owner's exclusive rights granted by the federal Copyright Act, 17 USCA §§ 106, 602. • A copyright owner has several exclusive rights in copyrighted works, including the rights (1) to reproduce the work, (2) to prepare derivative works based on the work, (3) to distribute copies of the work, (4) for certain kinds of works, to perform the work publicly, (5) for certain kinds of works, to display the work publicly, (6) for sound recordings, to perform the work publicly, and (7) to import into the United States copies acquired elsewhere.

criminal infringement. The statutory criminal offense of either (1) willfully infringing a copyright to obtain a commercial advantage or financial gain (17 USCA § 506; 18 USCA § 2319), or (2) trafficking in goods or services that bear a counterfeit mark (18 USCA § 2320). • Under the second category, the statute imposes criminal penalties if the counterfeit mark is (1) identical with, or substantially indistinguishable from, a mark registered on the Principal Register of the U.S. Patent and Trademark Office, and (2) likely to confuse or deceive the public.

direct infringement. *Patents.* The act of making, using, selling, offering for sale, or importing into the United States, without the patent owner's permission, a product that is

covered by the claims of a valid patent. 35 USCA § 271(a). Cf. *contributory infringement; infringement in the inducement.*

domain-name infringement. Infringement of another's trademark or servicemark by the use of a confusingly similar Internet domain name.

infringement in the inducement. *Patents.* The act of actively and knowingly aiding and abetting direct infringement by another person. • While the term is occasionally used in copyright and trademark law to mean contributory infringement, it is usu. reserved for the patent context. — Also termed *inducing infringement.*

innocent infringement. The act of violating an intellectual-property right without knowledge or awareness that the act constitutes infringement. • An innocent infringer may, in limited circumstances, escape liability for some or all of the damages. In the copyright context, damages may be limited if (1) the infringer was misled by the lack of a copyright notice on an authorized copy of the copyrighted work, distributed under the owner's authority before March 1989 (the effective date of the Berne Convention Implementation Act of 1988), and (2) the infringing act occurred before the infringer received actual notice of the copyright. 17 USCA § 405(b). In the trademark context, publishers and distributors of paid advertisements who innocently infringe a mark have no liability for damages. 15 USCA § 1114. In both contexts, the innocent infringer is immunized only from an award of monetary damages, not from injunctive relief.

literal infringement. *Patents.* Infringement in which every element and every limitation of a patent claim is present, exactly, in the accused product or process. Cf. DOCTRINE OF EQUIVALENTS.

nonliteral infringement. See DOCTRINE OF EQUIVALENTS.

patent infringement. The unauthorized making, using, offering to sell, selling, or importing into the United States any patented invention. 35 USCA § 271(a).

"In determining whether an accused device or composition infringes a valid patent, resort must be had in the first instance to the words of the claim. If accused matter falls clearly within the claim, infringement is made out and that is the end of it." *Graver Tank & Mfg. Co. v. Linde Air Prods. Co.*, 339 U.S. 605, 607, 70 S.Ct. 854, 855 (1950) (Jackson, J.).

trademark infringement. The unauthorized use of a trademark — or of a confusingly similar name, word, symbol, or any combi-

nation of these — in connection with the same or related goods or services and in a manner that is likely to cause confusion, deception, or mistake about the source of the goods or services. See LIKELIHOOD-OF-CONFUSION TEST.

vicarious infringement. A person's liability for an infringing act of someone else, even though the person has not directly committed an act of infringement. • For example, a concert theater can be vicariously liable for an infringing performance of a hired band.

willful infringement. An intentional and deliberate infringement of another person's intellectual property.

infringer. A person who interferes with one of the exclusive rights of a patent, copyright, or trademark owner. See INFRINGEMENT.

in full. Relating to the whole or complete amount <payment in full>.

in full life. (Of a person) alive in fact and in law; neither naturally nor civilly dead.

in futuro (in fyə-tyoor-oh), *adv.* [Latin] In the future. Cf. IN PRAESENTI.

in generali passagio (in jen-ə-ray-lī pə-say-jee-oh), *adv.* [Law Latin] *Hist.* In the general passage (to the holy land with a company of Crusaders). • This type of pilgrimage excused an absence from court during the Crusades. Cf. SIMPLEX PASSAGIUM.

in genere (in jen-ər-ee). [Latin "in kind"] Belonging to the same class, but not identical.

ingenuitas (in-jə-n[y]oo-ə-tas). [Latin] *Roman law.* The condition or status of a free-born person.

ingenuitas regni (in-jə-n[y]oo-ə-tas reg-nī). [Law Latin] *Hist.* The freemen, yeomanry, or commonalty of the kingdom. • This term was occasionally applied to the nobility.

ingenuus (in-jen-yoo-əs). [Latin] *Roman law.* A free-born person. • There were no distinctions among *ingenui*, as there were among *libertini* (persons born into slavery but later freed). Cf. LATINI JUNIANI; SERVUS.

in globo (in gloh-boh), *adv.* [Latin "in a mass"] As an undivided whole rather than separately <settlement paid *in globo* to the three defendants>.

ingratitude, *n.* *Civil law.* Lack of appreciation for a generous or kind act, esp. for a gift received. • Under Louisiana law, a gift may be reclaimed on grounds of ingratitude if the recipient mistreats the giver by, for example, attempting to murder the giver or refusing to provide the giver with needed food.

ingratus (in-gray-təs), *adj.* [Latin] *Roman law.* (Of a person) ungrateful; (of conduct) marked by ingratitude. • Ungrateful acts or words (such as spiteful comments from a freedman toward a former master) could form the basis for a return to a prior inferior status.

in gremio juris (in gree-mee-oh joor-is), *adv. & adj.* [Law Latin] *Civil & Scots law.* In the bosom of the right. • This phrase describes a clause formerly inserted in an instrument to bind holders to its terms.

in gremio legis (in gree-mee-oh lee-jis), *adv. & adj.* [Law Latin] In the bosom of the law. • This is a figurative expression for something that is under the protection of the law, such as a land title that is in abeyance.

ingress (in-gres). **1.** The act of entering. **2.** The right or ability to enter; access. Cf. EGRESS.

ingress, egress, and regress. The right of a lessee to enter, leave, and reenter the land in question.

ingressus (in-gres-əs). [Latin "ingress, entry"] *Hist.* The fee paid by an heir to a feudal lord to enter the estate of a decedent.

in gross. Undivided; still in one large mass. See *easement in gross* under EASEMENT.

ingross, vb. See ENGROSS.

ingrossator (in-groh-say-tər). [Law Latin] *Hist.* An engrosser; a clerk who writes records or instruments on parchment. • The Engrosser of the Great Roll, for example, was known as the *Ingrossator Magni Rotuli*. See CLERK OF THE PIPE.

inhabit, vb. To dwell in; to occupy permanently or habitually as a residence.

in hac parte (in hak pahr-tee). [Latin] On this part or side.

in haec verba (in heek vær-bə). [Latin] In these same words; verbatim.

inhere (in-**heer**), *vb.* To exist as a permanent, inseparable, or essential attribute or quality of a thing; to be intrinsic to something.

inherent authority. See AUTHORITY (1).

inherent condition. See CONDITION (2).

inherent covenant. See COVENANT (1).

inherent defect. See *hidden defect* under DEFECT.

inherently dangerous. Requiring special precautions at all times to avoid injury; dangerous per se. See DANGEROUS INSTRUMENTALITY.

inherent power. See POWER.

inherent right. See *inalienable right* under RIGHT.

inherit, *vb.* **1.** To receive (property) from an ancestor under the laws of intestate succession upon the ancestor's death. **2.** To receive (property) as a bequest or devise. — **inheritor**, *n.*

inheritable, *adj.* **1.** (Of property) capable of being inherited. **2.** (Of a person) capable of inheriting. — Also termed *heritable*.

inheritable blood. See BLOOD.

inheritable obligation. See OBLIGATION.

inheritance. **1.** Property received from an ancestor under the laws of intestacy. **2.** Property that a person receives by bequest or devise.

several inheritance. An inheritance that descends to two persons severally, as by moieties.

inheritance tax. See TAX.

inheritor. A person who inherits; an heir.

inheritrix. *Archaic.* A female heir; an heiress.

inhibition. **1.** *Eccles. law.* A writ issued by a superior ecclesiastical court, forbidding a judge from proceeding in a pending case. • This writ served a function similar to the common-law writ of prohibition. **2.** *Eccles. law.* A writ issuing from an ecclesiastical court; prohibiting a member of the clergy from taking office. **3.** *Hist.* WRIT OF PROHIBITION. **4.** *Scots law.* A writ issued to prohibit a debtor from encumbering

the debtor's inheritable property to the prejudice of a creditor.

in hoc (in **hok**), *adv.* [Latin] In this; in respect to this.

inhonestus (in-hə-**nes**-təs), *adj.* [Latin] *Roman law.* **1.** (Of a person) of ill repute. **2.** (Of conduct) morally shameful.

in-house counsel. See COUNSEL.

inhuman treatment. *Family law.* Physical or mental cruelty so severe that it endangers life or health. • Inhuman treatment is usual grounds for divorce. See CRUELTY.

in iisdem terminis (in ee-**is**-dem tər-mə-nis), *adv.* [Law Latin] In the same terms.

in individuo (in in-di-**vid**-yoo-oh), *adv.* [Law Latin] In the distinct, identical, or individual form. See IN SPECIE.

in infinitum (in in-fə-**ni**-təm). [Latin "in infinity"] To infinity. • This phrase was in reference to a line of succession that is indefinite.

in initio (in i-**nish**-ee-oh). [Latin "in the beginning"] At the beginning or outset. Cf. AB INITIO.

in invitum (in in-**vi**-təm). [Latin] Against an unwilling person <the nonparty appealed after being compelled to participate in the proceedings *in invitum*>.

initial appearance. See APPEARANCE.

initial determination. See DETERMINATION (1).

initial disclosure. *Civil procedure.* In federal practice, the requirement that parties make available to each other the following information without first receiving a discovery request: (1) the names, addresses, and telephone numbers of persons likely to have relevant, discoverable information, (2) a copy or description of all relevant documents, data compilations, and tangible items in the party's possession, custody, or control, (3) a damages computation, and (4) any relevant insurance agreements. Fed. R. Civ. P. 26(a)(1)(A)-(D).

initial margin requirement. See MARGIN REQUIREMENT.

initial protest. See PROTEST (2).

initial public offering. See OFFERING.

initial surplus. See SURPLUS.

initiation of charges. *Military law.* The first report to the proper military authority of an alleged commission of an offense by a person subject to the Uniform Code of Military Justice. Cf. PREFERRING OF CHARGES.

initiative (i-nish-ee-ə-tiv or i-nish-ə-tiv). An electoral process by which a percentage of voters can propose legislation and compel a vote on it by the legislature or by the full electorate. ● Recognized in some state constitutions, the initiative is one of the few methods of direct democracy in an otherwise representative system. Cf. REFERENDUM.

in itinere (in I-tin-ər-ee), *adv.* [Latin] *Hist.* On a journey; on the way. ● This term referred to the justices in eyre (justices *in itinere*) and to goods en route to a buyer. See EYRE; IN TRANSITU.

injoin, vb. *Archaic.* See ENJOIN.

in judicio (in joo-dish-ee-oh), *adv. & adj.* [Latin] *Roman law.* Before the judge. ● *In judicio* refers to the second stage of a Roman trial, held before a private judge known as a *judex*. — Also spelled *in iudicio*. — Also termed *apud iudicem*. See FORMULA (1). Cf. IN JURE (2).

injunction (in-jəŋk-shən), *n.* A court order commanding or preventing an action. ● To get an injunction, the complainant must show that there is no plain, adequate, and complete remedy at law and that an irreparable injury will result unless the relief is granted. See IRREPARABLE-INJURY RULE. — Also termed *writ of injunction*.

“In a general sense, every order of a court which commands or forbids is an injunction; but in its accepted legal sense, an injunction is a judicial process or mandate operating *in personam* by which, upon certain established principles of equity, a party is required to do or refrain from doing a particular thing. An injunction has also been defined as a writ framed according to the circumstances of the case, commanding an act which the court regards as essential to justice, or restraining an act which it esteems contrary to equity and good conscience; as a remedial writ which courts issue for the purpose of enforcing their equity jurisdiction; and as a writ issuing by the order and under the seal of a court of equity.” 1 Howard C. Joyce, *A Treatise on the Law Relating to Injunctions* § 1, at 2-3 (1909).

affirmative injunction. See *mandatory injunction*.

ex parte injunction. A preliminary injunction issued after the court has heard from only the moving party.

final injunction. See *permanent injunction*.

interlocutory injunction. See *preliminary injunction*.

mandatory injunction. An injunction that orders an affirmative act or mandates a specified course of conduct. — Also termed *affirmative injunction*. Cf. *prohibitory injunction*.

permanent injunction. An injunction granted after a final hearing on the merits. ● Despite its name, a permanent injunction does not necessarily last forever. — Also termed *perpetual injunction*; *final injunction*.

perpetual injunction. See *permanent injunction*.

preliminary injunction. A temporary injunction issued before or during trial to prevent an irreparable injury from occurring before the court has a chance to decide the case. ● A preliminary injunction will be issued only after the defendant receives notice and an opportunity to be heard. — Also termed *interlocutory injunction*; *temporary injunction*; *provisional injunction*. Cf. TEMPORARY RESTRAINING ORDER.

preventive injunction. An injunction designed to prevent a loss or injury in the future. Cf. *reparative injunction*.

prohibitory injunction. An injunction that forbids or restrains an act. ● This is the most common type of injunction. Cf. *mandatory injunction*.

provisional injunction. See *preliminary injunction*.

quia-timet injunction (kwī-ə tī-mət or kwee-ə tim-et). [Latin “because he fears”] An injunction granted to prevent an action that has been threatened but has not yet violated the plaintiff’s rights. See QUIA TIMET.

reparative injunction (ri-par-ə-tiv). An injunction requiring the defendant to restore the plaintiff to the position that the plaintiff occupied before the defendant committed the wrong. Cf. *preventive injunction*.

special injunction. *Hist.* An injunction in which the prohibition of an act is the only relief ultimately sought, as in prevention of waste or nuisance.

temporary injunction. See *preliminary injunction*.

injunction bond. See BOND (2).

injunctive, *adj.* That has the quality of directing or ordering; of or relating to an injunction. — Also termed *injunctional*.

in jure (in **joor**-ee). [Latin "in law"] **1.** According to the law. **2.** *Roman law.* Before the praetor or other magistrate. ● *In jure* referred to the first stage of a Roman trial, held before the praetor for the purpose of establishing the legal issues present in the action. Evidence was taken in the second stage, which was held before a *judex*. — Also spelled *in iure*. See FORMULA (1). Cf. IN JUDICIO.

in jure alterius (in **joor**-ee al-**teer**-ee-əs), *adv.* [Latin] In another's right.

in jure cessio (in **joor**-ee **sess**-ee-oh). [Latin "a surrender in law"] *Roman law.* A fictitious trial held to transfer ownership of property. ● At trial, the transferee appeared before a praetor and asserted ownership of the property. The actual owner also appeared, but did not contest the assertion, and so allowed the transfer of the property to the plaintiff. — Also spelled *in iure cessio*.

in jure proprio (in **joor**-ee **proh**-pree-oh), *adv.* [Latin] In one's own right.

injuria (in-**joor**-ee-ə). [Latin] See INJURY (1); WRONG. Pl. **injuriae** (in-**joor**-ee-ee).

"By *injuria* (or outrage), as the fourth ground of delict obligation, is meant some affronting wrong, calculated to wound the self-respect and touch the honor of the person injured, to humiliate or degrade him in the view of others." James Hadley, *Introduction to Roman Law* 243 (N.Y., D. Appleton & Co. 1881).

"The term *injuria* [is best] used in its original and proper sense of *wrong* (*in jus*, contrary to law). The modern use of 'injury' as a synonym for damage is unfortunate but inveterate." R.F.V. Heuston, *Salmond on the Law of Torts* 13 nn.51-52 (17th ed. 1977).

injuria absque damno (in-**joor**-ee-ə **abs**-kwee **dam**-noh). [Latin "injury without damage"] A legal wrong that will not sustain a lawsuit because no harm resulted from it. — Also termed *injuria sine damno*. Cf. DAMNUM SINE INJURIA.

"Just as there are cases in which damage is not actionable as a tort (*damnum sine injuria*), so conversely there are cases in which behaviour is actionable as a tort, although it has been the cause of no damage at all (*injuria sine damno*). Torts are of two kinds — namely, those which are actionable *per se*, and those which are actionable only on proof of actual damage resulting from them. Thus the act of trespassing upon another's land is actionable even though it has done the plaintiff not the slightest harm. Similarly, a libel is actionable *per se*,

while slander (that is to say, oral as opposed to written defamation) is in most cases not actionable without proof of actual damage." R.F.V. Heuston, *Salmond on the Law of Torts* 14 (17th ed. 1977).

injurious, *adj.* Harmful; tending to injure.

injurious exposure. *Workers' compensation.* Contact with a substance that would cause injury if the person were repeatedly exposed to it over time. ● An employer may be found liable for harm resulting from injurious exposure.

injurious falsehood. See DISPARAGEMENT.

injury, *n.* **1.** The violation of another's legal right, for which the law provides a remedy; a wrong or injustice. See WRONG. **2.** Harm or damage. — **injure**, *vb.* — **injurious**, *adj.*

accidental injury. An injury resulting from external, violent, and unanticipated causes; esp., a bodily injury caused by some external force or agency operating contrary to a person's intentions, unexpectedly, and not according to the usual order of events.

bodily injury. Physical damage to a person's body. — Also termed *physical injury*. Cf. *grievous bodily harm* under HARM.

civil injury. Physical harm or property damage caused by breach of a contract or by a criminal offense redressable through a civil action.

compensable injury (kəm-pen-sə-bəl). *Workers' compensation.* An injury caused by an accident arising from the employment and in the course of the employee's work, and for which the employee is statutorily entitled to receive compensation.

continual injury. An injury that recurs at repeated intervals. — Also termed (but improperly) *continuous injury*.

continuing injury. An injury that is still in the process of being committed. ● An example is the constant smoke or noise of a factory.

direct injury. **1.** An injury resulting directly from violation of a legal right. **2.** An injury resulting directly from a particular cause, without any intervening causes.

injury in fact. An actual or imminent invasion of a legally protected interest, in contrast to an invasion that is conjectural or hypothetical. ● An injury in fact gives the victim standing to bring an action for damages.

irreparable injury (i-**rep**-ər-ə-bəl). An injury that cannot be adequately measured or compensated by money and is therefore often

considered remediable by injunction. — Also termed *irreparable harm*. See IRREPARABLE-INJURY RULE.

“The term ‘irreparable injury,’ however, is not to be taken in its strict literal sense. The rule does not require that the threatened injury should be one not physically capable of being repaired. If the threatened injury would be substantial and serious — one not easily to be estimated, or repaired by money — and if the loss or inconvenience to the plaintiff if the injunction should be refused (his title proving good) would be much greater than any which can be suffered by the defendant through the granting of the injunction, although his title ultimately prevails, the case is one of such probable great or ‘irreparable’ damage as will justify a preliminary injunction.” Elias Merwin, *Principles of Equity and Equity Pleading* 426–27 (H.C. Merwin ed., 1896).

legal injury. Violation of a legal right.

malicious injury. 1. An injury resulting from a willful act committed with knowledge that it is likely to injure another or with reckless disregard of the consequences. 2. MALICIOUS MISCHIEF.

permanent injury. 1. A completed wrong whose consequences cannot be remedied for an indefinite period. 2. An injury to land the consequences of which will endure until the reversioner takes possession, as a result of which the reversioner has a present right of possession.

personal injury. *Torts.* 1. In a negligence action, any harm caused to a person, such as a broken bone, a cut, or a bruise; bodily injury. 2. Any invasion of a personal right, including mental suffering and false imprisonment. 3. For purposes of workers’ compensation, any harm (including a worsened preexisting condition) that arises in the scope of employment.

physical injury. See *bodily injury*.

reparable injury (*rep-ər-ə-bəl*). An injury that can be adequately compensated by money.

scheduled injury. A partially disabling injury for which a predetermined amount of compensation is allowed under a workers’-compensation statute.

injury in fact. See INJURY.

injury-in-fact trigger. See ACTUAL-INJURY TRIGGER.

injustice. 1. An unjust state of affairs; unfairness. 2. An unjust act.

in jus vocare (in *jəs* voh-*kair-ee*), *vb.* [Latin] *Roman law.* To summon a defendant to court.

in kind, adv. 1. In goods or services rather than money <payment in cash or in kind>. 2. In a similar way; with an equivalent of what has been offered or received <returned the favor in kind>. — **in-kind, adj.** <in-kind repayment>.

inlagare (in-lə-*gair-ee*), *vb.* [Law Latin] *Hist.* To restore (an outlaw) to the protection of the law. Cf. UTLAGARE.

inlagation (in-lə-*gay-shən*), *n.* [Law Latin] *Hist.* The act of restoring an outlaw to the protection of the law; inlawry. Cf. UTLAGATION.

inlagh (in-law). *Hist.* A person within the protection of the law, in contrast to an outlaw. Cf. UTLAGH.

inland. 1. The interior part of a country or region, away from the coast or border. 2. *Hist.* The portion of a feudal estate lying closest to the lord’s manor and dedicated to the support of the lord’s family. — Also termed (in sense 2) *inlantal*. Cf. UTLAND.

inland bill of exchange. See *domestic bill* (2) under BILL (6).

inland draft. See DRAFT.

inland marine insurance. See INSURANCE.

inland revenue. See INTERNAL REVENUE.

inland trade. See TRADE.

inland waters. See INTERNAL WATERS.

inlantal (in-lan-təl). *Hist.* See INLAND (2). — Also spelled *inlantale*.

in law. Existing in law or by force of law; in the contemplation of the law. Cf. IN FACT.

in-law, n. A relative by marriage.

inlaw, vb. *Archaic.* To place (an offender) under the protection of the law. Cf. OUTLAW (1).

“If the king inlaws him, he comes back into the world like a new-born babe, *quasi modo genitus*, capable indeed of acquiring new rights, but unable to assert any of those that he had before his outlawry.” 1 Frederick Pollock & Frederic W. Maitland, *The History of English Law Before the Time of Edward I* 477 (2d ed. 1898).

in lecto mortali (in *lek-toh mor-tay-li*), *adv.* & *adj.* [Latin] On the deathbed.

in liberam elemosinam (in lib-ər-əm el-ə-mə-si-nəm). [Latin "in free alms"] *Hist.* Land given away for a charitable purpose; land given away to be held in frankalmoin. — Also spelled *in liberam eleemosinam*. — Also termed *in libera elemosina*. See FRANKALMOIN.

in libero sochagio (in lib-ər-oh sə-kay-jee-oh), *adv.* [Law Latin] In free socage. See SOCAGE.

in lieu of. Instead of or in place of; in exchange or return for <the creditor took a note in lieu of cash> <the defendant was released in lieu of \$5,000 bond>.

in limine (in lim-ə-nee), *adv.* [Latin "at the outset"] Preliminarily; presented to only the judge, before or during trial <a question to be decided in limine>. See MOTION IN LIMINE.

in-limine, *adj.* (Of a motion or order) raised preliminarily, esp. because of an issue about the admissibility of evidence believed by the movant to be prejudicial <in-limine motion>.

in litem (in li-tem or -təm), *adv.* [Latin] For a suit; to the suit. See AD LITEM.

in loco (in loh-koh). [Latin] In the place of.

in loco parentis (in loh-koh pə-ren-tis), *adv.* & *adj.* [Latin "in the place of a parent"] Acting as a temporary guardian of a child.

in loco parentis, *n.* Supervision of a young adult by an administrative body such as a university.

in majorem cautelam (in mə-jor-əm kaw-tee-ləm), *adv.* [Latin] For a greater security.

in manu mortua. See IN MORTUA MANU.

inmate. 1. A person confined in a prison, hospital, or other institution. 2. *Archaic.* A person living inside a place; one who lives with others in a dwelling.

in medias res (in mee-dee-əs reez or in me-dee-ahs rays), *adv.* [Latin] Into the middle of things; without preface or introduction.

in mercy, *adv.* At a judge's discretion concerning punishment. ● A judgment formerly noted (by the Law Latin phrase *in misericordia*) which litigant lost by stating that the unsuccessful party was in the court's mercy. A plaintiff held in mercy for a false claim, for example,

was said to be *in misericordia pro falso clamore suo*.

in misericordia (in miz-ə-ri-kor-dee-ə). [Law Latin] See IN MERCY.

in mitiori sensu (in mish-ee-or-i sens-[y]oo), *adv.* [Law Latin] In a milder or more favorable sense. ● This phrase appeared as part of the former rule applied in slander actions. A word capable of two meanings would be given the one more favorable to the defendant.

"Within half a century of its first appearance, the action for words had become part of the everyday business of the common-law courts, in particular the King's Bench. In the early days there were often more slander cases in the rolls than *assumpsit* The judges apparently came to regret this aspect of their increased jurisdiction, especially since juries frequently awarded sums of money quite disproportionate to the harm and to the ability of the wrongdoer to pay [T]he principal effect of the judicial reaction was that a spirit of repression began to manifest itself The . . . most effective attack was launched in the 1570s, when the courts began the policy of construing ambiguous or doubtful words in the milder sense (*in mitiori sensu*) so that they would not be actionable." J.H. Baker, *An Introduction to English Legal History* 500-01 (3d ed. 1990).

in modum assisae (in moh-dəm ə-si-zee), *adv.* [Law Latin] In the manner or form of an assize. See ASSIZE.

in modum juratae (in moh-dəm juu-ray-tee), *adv.* [Law Latin] In the manner or form of a jury.

in mora (in mor-ə), *adv.* & *adj.* [Latin] *Roman law.* In delay; in default. ● This was said of a debtor who delayed performance or failed to perform.

in mortua manu (in mor-choo-ə man-yoo), *adv.* [Law Latin] *Hist.* In a dead hand. ● Land held by a religious society was described this way because the church could hold property perpetually without rendering feudal service. — Also termed *in manu mortua*. See MORTMAIN; DEADHAND CONTROL.

innavigable (in-nav-i-gə-bəl), *adj.* 1. (Of a body of water) not capable of, or unsuitable for, navigation. 2. *Marine insurance.* (Of a vessel) unfit for service. — Also termed *unnavigable*.

inner bar. *English law.* The group of senior barristers, called the Queen's Counsel or King's Counsel, who are admitted to plead within the bar of the court. Cf. OUTER BAR.

inner barrister. See BARRISTER.

inner cabinet. See CABINET.

inning. (*pl.*) Land reclaimed from the sea.

innkeeper. A person who, for compensation, keeps open a public house for the lodging and entertainment of travelers. • A keeper of a boarding house is usually not considered an innkeeper.

innocence, n. The absence of guilt; esp., freedom from guilt for a particular offense. Cf. GUILT.

actual innocence. *Criminal law.* The absence of facts that are prerequisites for the sentence given to a defendant. • In death-penalty cases, actual innocence is an exception to the cause-and-prejudice rule, and can result in a successful challenge to the death sentence on the basis of a defense that was not presented to the trial court. The prisoner must show by clear and convincing evidence that, but for constitutional error in the trial court, no reasonable juror would find the defendant eligible for the death penalty. See *Sawyer v. Whitley*, 505 U.S. 333, 112 S.Ct. 2514 (1992). Cf. CAUSE-AND-PREJUDICE RULE.

legal innocence. *Criminal law.* The absence of one or more procedural or legal bases to support the sentence given to a defendant. • In the context of a petition for writ of habeas corpus or other attack on the sentence, legal innocence is often contrasted with actual innocence. Actual innocence, which focuses on the facts underlying the sentence, can sometimes be used to obtain relief from the death penalty based on trial-court errors that were not objected to at trial, even if the petitioner cannot meet the elements of the cause-and-prejudice rule. But legal innocence, which focuses on the applicable law and procedure, is not as readily available. Inadvertence or a poor trial strategy resulting in the defendant's failure to assert an established legal principle will not ordinarily be sufficient to satisfy the cause-and-prejudice rule or to establish the right to an exception from that rule. See CAUSE-AND-PREJUDICE RULE.

innocent, adj. Free from guilt; free from legal fault. Cf. NOT GUILTY (2).

innocent agent. *Criminal law.* A person whose action on behalf of a principal is unlawful but does not merit prosecution because the agent

had no knowledge of the principal's illegal purpose.

innocent-construction rule. The doctrine that an allegedly libelous statement will be given an innocuous interpretation if the statement is either ambiguous or harmless.

innocent conveyance. See CONVEYANCE.

innocent homicide. See HOMICIDE.

innocent infringement. See INFRINGEMENT.

innocent junior user. *Trademarks.* A person who, without any actual or constructive knowledge, uses a trademark that has been previously used in a geographically distant market, and who may continue to use the trademark in a limited geographic area as long as the senior user does not use the mark there.

innocent misrepresentation. See MISREPRESENTATION.

innocent party. See PARTY (2).

innocent passage. *Int'l law.* The right of a foreign ship to pass through a country's territorial waters, esp. waters connecting two open seas; the right of a foreign vessel to travel through a country's maritime belt without paying a toll. • Passage is considered innocent as long as it is not prejudicial to the peace, good order, and security of the coastal country. — Also termed *right of innocent passage*. Cf. TRANSIT PASSAGE.

“The term ‘innocent passage’ accurately denotes the nature of the right as well as its limitations. In the first place it is a right of ‘passage,’ that is to say, a right to use the waters as a thoroughfare between two points outside them; a ship proceeding through the maritime belt to a port of the coastal state would not be exercising a right of passage. In the second place the passage must be ‘innocent’; a ship exercising the right must respect the local regulations as to navigation, pilotage, and the like, and, of course, it must not do any act which might disturb the tranquillity of the coastal state. That state therefore must be entitled to exercise *some* jurisdiction over ships in passage, but the extent of this is not altogether certain, and in particular there is some doubt how far the coastal state may enforce its own criminal or civil laws against persons on board a ship in passage.”
J.L. Brierly, *The Law of Nations* 188–89 (5th ed. 1955).

innocent purchaser. See *bona fide purchaser* under PURCHASER.

innocent purchaser for value. See *bona fide purchaser for value* under PURCHASER.

innocent spouse. *Tax.* A spouse who may be relieved of liability for taxes on income that the other spouse did not include on a joint tax return. • The innocent spouse must prove that the other spouse omitted the income, that the innocent spouse did not know and had no reason to know of the omission, and that it would be unfair under the circumstances to hold the innocent spouse liable.

innocent trespass. See TRESPASS.

innocent trespasser. See TRESPASSER.

Inn of Chancery. *Hist.* Any of nine collegiate houses where students studied either to gain entry into an Inn of Court or to learn how to frame writs in order to serve in the chancery courts. • Over time, the Inns — Clement's, Clifford's, Lyon's, Furnival's, Thavies', Symond's, Barnard's, Staples', and the New Inn — became little more than dining clubs, and never exercised control over their members as the Inns of Court did. The Inns of Chancery were all dissolved in the 19th century. Cf. INN OF COURT.

Inn of Court. **1.** Any of four autonomous institutions, one or more of which English barristers must join to receive their training and of which they remain members for life: The Honourable Societies of Lincoln's Inn, the Middle Temple, the Inner Temple, and Gray's Inn. • These powerful bodies examine candidates for the Bar, "call" them to the Bar, and award the degree of barrister. **2.** (*pl.*) In the United States, an organization (formally named the *American Inns of Court Foundation*) with more than 100 local chapters, whose members include judges, practicing attorneys, law professors, and law students. • Through monthly meetings, the chapters emphasize practice skills, professionalism, and ethics, and provide mentors to train students and young lawyers in the finer points of good legal practice.

innominate (i-nom-ə-nit), *adj.* *Civil law.* Unclassified; having no special name or designation. See *innominate contract* under CONTRACT.

innominate contract. See CONTRACT.

innominate obligations. Obligations having no specific classification or name because they are not strictly contractual, delictual, or quasi-contractual. • An example is the obligation of a trustee to a beneficiary. — Also termed *obligationes innominati*.

innominate real contract. See *innominate contract* under CONTRACT.

in nomine Dei, Amen (in nahm-ə-nee dee-I, ay-men). [Latin] *Hist.* In the name of God, Amen. • This phrase formerly appeared at the beginning of a will or other instrument.

innotescimus (in-oh-tes-ə-məs). [Law Latin "we make known"] *Hist.* A certification, in the form of letters patent, of a charter of feoffment or other instrument not filed of record. • This term derives from the word of emphasis appearing at the end of the document. Cf. EXEMPLIFICATION.

innoxiare (i-nok-shee-air-ee), *vb.* [Law Latin] *Hist.* To purge (a person) of fault.

in nubibus (in n[y]oo-bi-bəs), *adv. & adj.* [Law Latin] In the clouds. • An expression for something that is under the protection of the law.

innuendo (in-yoo-en-doh). [Latin "by hinting"] **1.** An oblique remark or indirect suggestion, usu. of a derogatory nature. **2.** An explanatory word or passage inserted parenthetically into a legal document. • In criminal law, an innuendo takes the form of a statement in an indictment showing the application or meaning of matter previously expressed, the meaning of which would not otherwise be clear. In the law of defamation, an innuendo is the plaintiff's explanation of a statement's defamatory meaning when that meaning is not apparent from the statement's face. For example, the innuendo of the statement "David burned down his house" can be shown by pleading that the statement was understood to mean that David was defrauding his insurance company (the fact that he had insured his house is pleaded and proved by *inducement*). Cf. INDUCEMENT (4); COLLOQUIUM.

"Innuendo (from *innuo*, to nod or beckon with the head) is a word used in declarations and law pleadings, to ascertain a person or thing which was named before. . . . If a man say, that such a one had the pox, innuendo the French pox, this will not be admitted, because the French pox was not mentioned before, and the words shall be construed in a more favourable sense. But, if in discourse of the French pox, one say, that such a one had the pox, innuendo the French pox, this will be admitted to render that certain which was uncertain before." 2 Richard Burn, *A New Law Dictionary* 24 (1792).

"It is not a true innuendo to repeat the obvious meaning of defamatory words in other language, or in an embroidered or exaggerated way. Otherwise an ingenious pleader could perplex the judge and jury and harry the defendant by ringing the changes on the same words, creating numerous different causes of action, each requiring a

separate verdict. A true innuendo relies on a conjunction of the words used and some extrinsic fact. Thus it is defamatory in itself to say that a man's affairs are being investigated by the Fraud Squad; but the statement does not support the innuendo that those affairs are being carried on fraudulently. Conversely, the statement 'X is a good advertiser' is innocent in itself, but carries a libellous innuendo if published to persons who know the extrinsic fact that X is an eminent member of the Bar." R.F.V. Heuston, *Salmond on the Law of Torts* 149 (17th ed. 1977). [The example about lawyers' advertising no longer has relevance to American law. — Eds.]

in nullius bonis (in nə-ll-əs boh-nis). See NULLIUS IN BONIS.

in nullo est erratum (in nə-l-oh est i-ray-təm), *adj.* [Law Latin "in nothing is there error"] *Hist.* Of or relating to a demurrer that denies any error and at once refers a question of law to the court.

inofficiosus (in-ə-fish-ee-oh-səs), *adj.* [Latin "inofficious"] *Roman law.* Contrary to a natural duty of affection, used esp. of a will that unjustly disinherits a child or close relative.

inofficious testament. See TESTAMENT.

inofficious will. See *inofficious testament* under TESTAMENT.

in omnibus (in əhm-ni-bəs). [Latin] In all things; on all points <a case parallel *in omnibus*>.

inoperative, *adj.* Having no force or effect; not operative <an inoperative statute>.

inops consilii (in-ahps kən-sil-ee-ī), *adj.* [Latin] Destitute of counsel; without legal counsel. • This term described actions taken without benefit of legal advice, as when a testator drafts a will without the help of an attorney.

"[T]hat in devises by last will and testament, (which, being often drawn up when the party is *inops consilii*, and are always more favoured in construction than formal deeds, which are presumed to be made with great caution, fore-thought, and advice) in these devises, I say, remainders may be created in some measure contrary to the rules before laid down...." 2 William Blackstone, *Commentaries on the Laws of England* 172 (1766).

inordinatus (in-or-də-nay-təs), *n.* [Latin "disorderly; unordained"] *Hist.* See INTTESTATE.

in pacato solo (in pə-kay-toh soh-loh), *adv.* [Latin] In a country that is at peace.

in pace Dei et regis (in pay-see dee-ī et ree-jis), *adv.* [Law Latin] *Hist.* In the peace of God and the king. • This phrase was used in an appeal from a murder conviction.

in pais (in pay or pays). [Law French "in the country"] Outside court or legal proceedings. See *estoppel in pais* under ESTOPPEL.

in paper. *Hist.* Of a proceeding that is within the jurisdiction of the trial court; that is, before the record is prepared for an appeal.

"Formerly, the suitors were much perplexed by writs of error brought upon very slight and trivial grounds, as misspellings and other mistakes of the clerks, all which might be amended at the common law, while all the proceedings were in *paper*, for they were then considered in *fieri*, and therefore subject to the control of the courts." 3 William Blackstone, *Commentaries on the Laws of England* 407 (1768).

in pari causa (in par-ī kaw-zə), *adv.* [Latin "in an equal case"] In a case affecting two parties equally or in which they have equal rights <*in pari causa*, the possessor ordinarily defeats the nonpossessory claimant>.

in pari delicto (in par-ī də-lik-toh), *adv.* [Latin "in equal fault"] Equally at fault <the court denied relief because both parties stood *in pari delicto*>.

in pari delicto doctrine, *n.* [Latin] The principle that a plaintiff who has participated in wrongdoing may not recover damages resulting from the wrongdoing.

in pari materia (in par-ī mə-teer-ee-ə). [Latin "in the same matter"] 1. *adj.* On the same subject; relating to the same matter. • It is a canon of construction that statutes that are *in pari materia* may be construed together, so that inconsistencies in one statute may be resolved by looking at another statute on the same subject.

"[I]t seems that the present position is that, when an earlier statute is *in pari materia* with a later one, it is simply part of its context to be considered by the judge in deciding whether the meaning of a provision in the later statute is plain." Rupert Cross, *Statutory Interpretation* 128 (1976).

2. *adv.* Loosely, in conjunction with <the Maryland constitutional provision is construed *in pari materia* with the Fourth Amendment>.

in patiendo (in pash-ee-en-doh), *adv. & adj.* [fr. Latin *patior* "suffer"] In suffering or permitting.

in pectore judicis (in pek-tə-ree joo-di-sis), *adv. & adj.* [Latin] In the breast of the court.

in pejorem partem (in pə-jor-əm pahr-təm), *adv.* [Law Latin] In the worst part; on the worst side.

inpenny and outpenny. *Hist.* A customary payment of a penny on entering into and going out of a tenancy.

in perpetuam rei memoriam (in pər-pech-oo-əm [or pər-pe-tyoo-əm] ree-I mə-mor-ee-əm), *adv.* [Latin] In perpetual memory of a matter. • This phrase refers to a deposition taken to preserve the deponent's testimony.

in perpetuity (in pər-pə-t[y]oo-ə-tee). Forever. See PERPETUITY.

in perpetuum (in pər-pech-oo-əm or pər-pe-tyoo-əm), *adv.* [Latin] Forever; perpetually. — Sometimes spelled *imperpetuum*.

in perpetuum rei testimonium (in pər-pech-oo-əm [or pər-pe-tyoo-əm] ree-I tes-ti-moh-nee-əm), *adv.* [Law Latin] In perpetual testimony of a matter. • This phrase refers to a statute that confirms existing common law.

"Statutes also are either *declaratory* of the common law, or *remedial* of some defects therein. Declaratory, where the old custom of the kingdom is almost fallen into disuse, or become disputable; in which case the parliament has thought proper, *in perpetuum rei testimonium*, and for avoiding all doubts and difficulties, to declare what the common law is and ever hath been." 1 William Blackstone, *Commentaries on the Laws of England* 86 (1765).

in personam (in pər-soh-nəm), *adj.* [Latin "against a person"] Involving or determining the personal rights and interests of the parties. — Also termed *personal*. — **in personam**, *adv.* See *action in personam* under ACTION. Cf. IN REM.

"An action is said to be *in personam* when its object is to determine the rights and interests of the parties themselves in the subject-matter of the action, however the action may arise, and the effect of a judgment in such an action is merely to bind the parties to it. A normal action brought by one person against another for breach of contract is a common example of an action *in personam*." R.H. Graveson, *Conflict of Laws* 98 (7th ed. 1974).

in personam judgment. See *personal judgment* under JUDGMENT.

in personam jurisdiction. See *personal jurisdiction* under JURISDICTION.

in pios usus (in pi-əs yoo-səs), *adv.* [Law Latin] *Hist.* For pious uses; for religious purposes. • This phrase referred to property used by, or claimed by, the church, such as the property of an intestate who had no known heirs.

in plena vita (in plee-nə vɪ-tə), *adv. & adj.* [Law Latin] In full life.

in pleno comitatu (in plee-noh kahm-i-tay-t[y]oo), *adv. & adj.* [Law Latin] In full county court.

in pleno lumine (in plee-noh loo-mə-nee), *adv. & adj.* In the light of day; in common knowledge; in public.

in point. See ON POINT.

in posse (in pos-ee). [Latin] Not currently existing, but ready to come into existence under certain conditions in the future; potential <the will contemplated both living children and children *in posse*>. Cf. IN ESSE.

in potestate parentis (in poh-tes-tay-tee pə-ren-tis), *adv. & adj.* [Latin] *Hist.* In the power of a parent. See PATRIA POTESTAS.

in praemissorum fidem (in pree-mə-sor-əm [or prem-ə-] fi-dəm), *adv. & adj.* [Law Latin] *Hist.* In confirmation or attestation of the premises. • This phrase commonly appeared in notarized documents.

in praesenti (in pri-zen-ti or pree-). [Latin] At present; right now. Cf. IN FUTURO.

in prender (in pren-dər), *adj.* [Law French "in taking"] *Hist.* (Of a right) consisting in property taken to fulfill a claim to it, such as an incorporeal hereditament (as a *heriot custom*) that a lord had to seize in order to exercise the right to it. Cf. IN RENDER.

in-presence rule. The principle that a police officer may make a warrantless arrest of a person who commits a misdemeanor offense not in the officer's actual presence but within the officer's immediate vicinity.

"The common law rule with respect to misdemeanors was quite different; a warrant was required except when a breach of the peace occurred in the presence of the arresting officer. . . . Though the 'in presence' rule might be construed as requiring that the misdemeanor *in fact* have occurred in the officer's presence, the modern view is that the officer may arrest if he has probable cause to believe the offense is being committed in his presence."

Wayne R. LaFave & Jerold H. Israel, *Criminal Procedure* § 3.5, at 169–70 (2d ed. 1992).

in primis (in pri-mis). See IMPRIMIS.

in principio (in prin-sip-ee-oh), *adv.* [Latin] At the beginning.

in promptu (in promp-t[y]oo), *adv. & adj.* [Latin “at hand”] *Archaic.* Impromptu.

in propria persona (in proh-pree-ə pər-soh-nə). [Latin “in one’s own person”] See PRO SE.

inquest. **1.** An inquiry by a coroner or medical examiner, sometimes with the aid of a jury, into the manner of death of a person who has died under suspicious circumstances, or who has died in prison. — Also termed *coroner’s inquest*; *inquisition after death*. **2.** An inquiry into a certain matter by a jury empaneled for that purpose. **3.** The finding of such a specially empaneled jury. **4.** A proceeding, usu. *ex parte*, to determine, after the defendant has defaulted, the amount of the plaintiff’s damages. Cf. INQUISITION.

grand inquest. **1.** An impeachment proceeding. **2.** *Hist.* (*cap.*) The survey of the lands of England in 1085–1086, by order of William the Conqueror, and resulting in the Domesday Book — Also termed *Great Inquest*; *Grand Survey*; *Great Survey*; See DOMESDAY BOOK. **3.** *Hist.* Grand jury.

inquest of office. *Hist.* An inquest conducted by a coroner, sheriff, or other royal officer into the Crown’s right to property by reason of escheat, treason, or other ground of forfeiture.

5. WARDMOTE.

inquest jury. See JURY.

inquest of office. See INQUEST.

inquilinus (in-kwə-lī-nəs). [Latin] *Roman law.* A person who leases or lives in another’s house; esp., an urban tenant.

inquirendo (in-kwə-ren-doh). [Latin] *Hist.* An inquiry or investigation; esp., an inquiry into a matter concerning the Crown’s interests, such as lands that are forfeited to the Crown.

inquiry. **1.** *Int’l law.* FACT-FINDING (2). **2.** *Hist.* A writ to assess damages by the sheriff or sheriff’s deputies.

inquiry notice. See NOTICE.

inquisitio (in-kwə-zish-ee-oh). [Latin] Inquisition or inquest. See INQUISITION (1).

inquisitio post mortem (in-kwə-zish-ee-oh pohst mor-təm). [Latin] See *inquest of office* under INQUEST.

inquisition. **1.** The record of the finding of the jury sworn by the coroner to inquire into a person’s death. **2.** A judicial inquiry, esp. in a derogatory sense. **3.** A persistent, grueling examination conducted without regard for the examinee’s dignity or civil rights. Cf. INQUEST.

inquisition after death. See INQUEST (1).

inquisitor. **1.** An officer who examines and inquires, such as a coroner or sheriff. **2.** A person who inquires; esp., one who examines another in a harsh or hostile manner. **3.** *Hist. Eccles. law.* An officer authorized to inquire into heresies; esp., an officer of the Spanish Inquisition.

inquisitorial court. A court in which the inquisitorial system prevails.

“We should remember that in the ‘inquisitorial court’ the roles of prosecutor, defender, and judge are combined in one person or group of persons. It is no accident that such a court commonly holds its sessions in secret. The usual explanation for this is that the methods by which it extracts confessions cannot stand public scrutiny. But the reason runs deeper. The methods employed by an inquisitorial court, even if open to the public, could scarcely be a secret of meaningful observation by an outsider. It is only when the roles of prosecutor, defender, and judge are separated that a process of decision can take on an order and coherence that will make it understandable to an outside audience and convince that audience that all sides of the controversy have been considered.” Lon L. Fuller, *Anatomy of the Law* 35–36 (1968).

inquisitorial system. A system of proof-taking used in civil law, whereby the judge conducts the trial, determines what questions to ask, and defines the scope and the extent of the inquiry. • This system prevails in most of continental Europe, in Japan, and in Central and South America. Cf. ADVERSARY SYSTEM.

in re (in ree or ray). [Latin “in the matter of”] (Of a judicial proceeding) not formally including adverse parties, but rather involving something (such as an estate). • The term is often used in case citations, esp. in uncontested proceedings <*In re Butler’s Estate*>. — Also termed *matter of* <*Matter of Butler’s Estate*>.

in rebus (in ree-bəs), *adv.* [Latin] In things, cases, or matters.

in rem (in rem), *adj.* [Latin “against a thing”] Involving or determining the status of a thing, and therefore the rights of persons generally with respect to that thing. — Also termed (archaically) *impersonal*. — **in rem**, *adv.* See *action in rem* under ACTION. Cf. IN PERSONAM.

“An action *in rem* is one in which the judgment of the court determines the title to property and the rights of the parties, not merely as between themselves, but also as against all persons at any time dealing with them or with the property upon which the court had adjudicated.” R.H. Graveson, *Conflict of Laws* 98 (7th ed. 1974).

quasi in rem (kway-sī in rem or kway-zī). [Latin “as if against a thing”] Involving or determining the rights of a person having an interest in property located within the court’s jurisdiction. See *action quasi in rem* under ACTION.

in rem judgment. See *judgment in rem* under JUDGMENT.

in rem jurisdiction. See JURISDICTION.

in render (in ren-dər), *adj.* [Law French “in yielding or paying”] *Hist.* (Of property) required to be given or rendered. Cf. IN PRENDER.

in rerum natura (in reer-əm nə-tyuur-ə), *adv.* & *adj.* [Law Latin] *Hist.* In the nature of things; in existence. • This phrase was used in a dilatory plea alleging that the plaintiff was a fictitious person, and therefore not capable of bringing the action.

inroll, *vb.* See ENROLL (1).

inrollment. See ENROLLMENT.

INS. *abbr.* IMMIGRATION AND NATURALIZATION SERVICE.

insane, *adj.* Mentally deranged; suffering from one or more delusions or false beliefs that (1) have no foundation in reason or reality, (2) are not credible to any reasonable person of sound mind, and (3) cannot be overcome in a sufferer’s mind by any amount of evidence or argument. See INSANITY.

insane asylum. See ASYLUM (3).

insane delusion. An irrational, persistent belief in an imaginary state of facts that deprives a person of the capacity to undertake acts of legal consequence, such as making a will.

insanity, *n.* Any mental disorder severe enough that it prevents a person from having legal capacity and excuses the person from criminal or civil responsibility. • Insanity is a legal, not a medical, standard. — Also termed *legal insanity*; *lunacy*. Cf. *diminished capacity* under CAPACITY.

“The lawyers refer to ‘insanity.’ This is a legal term only, and one that is not used by the psychiatrist; the latter prefers to speak of mental disorder, mental illness, or of psychosis or neurosis.” Winfred Overholser, *Psychiatry and the Law*, 38 *Mental Hygiene* 243, 244 (1954).

“The word ‘insanity’ is commonly used in discussions of this problem although some other term would seem to be preferable such as ‘mental disease or defect,’ — which may be shortened to ‘mental disorder’ in general discussions if this is clearly understood to include disease of the mind, congenital lack, and damage resulting from traumatic injury, but to exclude excitement or stupefaction resulting from liquor or drugs. Apart from its uses in the law ‘insanity’ is usually employed to indicate mental disorder resulting from deterioration or damage as distinguished from congenital deficiency. Criminal incapacity may result as readily from one as from the other, but while the earlier authorities spoke of the ‘idiot’ and the ‘madman,’ . . . the more recent tendency in the law has been to include both under the ‘insanity’ label.” Rollin M. Perkins & Ronald N. Boyce, *Criminal Law* 952 (3d ed. 1982).

“Another objection to the word ‘insanity’ is the unwarranted assumption that it refers to a very definite mental condition, seldom put into words but apparent in many discussions of the problem.” *Id.*

emotional insanity. Insanity produced by a violent excitement of the emotions or passions, although reasoning faculties may remain unimpaired; a passion that for a period creates complete derangement of intellect. • Emotional insanity is sometimes described as an irresistible impulse to do an act. See IRRESISTIBLE-IMPULSE TEST.

temporary insanity. Insanity that exists only at the time of a criminal act.

insanity defense. *Criminal law.* An affirmative defense alleging that a mental disorder caused the accused to commit the crime. • Unlike other defenses, a successful insanity defense results not in acquittal but instead in a special verdict (“not guilty by reason of insanity”) that usu. leads to the defendant’s commitment to a mental institution. — Also termed *insanity plea*. See MCNAGHTEN RULES; SUBSTANTIAL-CAPACITY TEST; IRRESISTIBLE-IMPULSE TEST; DURHAM RULE; APPRECIATION TEST.

black-rage insanity defense. An insanity defense based on an African-American defendant’s hatred of white people. • This defense was first used in the mid-1990s.

Insanity Defense Reform Act of 1984 test.
See APPRECIATION TEST.

insanity plea. See INSANITY DEFENSE.

inscriptio (in-skrip-shee-oh), *n.* [Latin] *Roman law.* A written accusation detailed in an official register. • The accuser was liable to punishment if the accused was acquitted. — **inscribere**, *vb.* See INSCRIPTION (3).

inscription, *n.* **1.** The act of entering a fact or name on a list, register, or other record. **2.** An entry so recorded. **3.** *Civil law.* An agreement whereby an accuser must, if the accusation is false, receive the same punishment that the accused would have been given if found guilty. — **inscribe**, *vb.* — **inscriptive**, *adj.*

inscriptiones (in-skrip-shee-oh-nee-z). [Latin] *Hist.* Title deeds; written instruments by which rights or interests are granted.

insecure, *adj.* Having a good-faith belief that the possibility of receiving payment or performance from another party to a contract is unlikely.

insecurity clause. A loan-agreement provision that allows the creditor to demand immediate and full payment of the loan balance if the creditor has reason to believe that the debtor is about to default, as when the debtor suddenly loses a significant source of income. Cf. ACCELERATION CLAUSE.

in separali (in sep-ə-ray-lī), *adv. & adj.* [Law Latin] In several; in severalty.

inside director. See DIRECTOR.

inside information. Information about a company's financial or market situation obtained not from public disclosure, but from a source within the company or a source that owes the company a duty to keep the information confidential. — Also termed *insider information*. See INSIDER TRADING.

insider. 1. Securities. A person who has knowledge of facts not available to the general public.

temporary insider. A person or firm that receives inside information in the course of performing professional duties for a client. • Generally, that person or firm is subject to the same proscriptions as an insider.

2. One who takes part in the control of a corporation, such as an officer or director, or one who owns 10% or more of the corporation's stock. **3. Bankruptcy.** An entity or person who is so closely related to a debtor that any deal between them will not be considered an arm's-length transaction and will be subject to close scrutiny.

insider dealing. See INSIDER TRADING.

insider information. See INSIDE INFORMATION.

insider preference. See PREFERENCE.

insider report. See REPORT (1).

insider trading. The use of material, nonpublic information in trading the shares of a company by a corporate insider or other person who owes a fiduciary duty to the company. • This is the classic definition. The Supreme Court has also approved a broader definition, known as the "misappropriation theory": the deceitful acquisition and misuse of information that properly belongs to persons to whom one owes a duty. Thus, under the misappropriation theory, it is insider trading for a lawyer to trade in the stock of XYZ Corp. after learning that a client of the lawyer's firm is planning a takeover of XYZ. But under the classic definition, that is not insider trading because the lawyer owed no duty to XYZ itself. — Also termed *insider dealing*.

"What is insider trading?" The term is probably best defined, to the extent any definition is adequate, as 'the purchase or sale of securities on the basis of material, non-public information.' What counts as 'non-public information'? What non-public information can be deemed 'material'? When is a trader who is in possession of material, non-public information trading 'on the basis of' that information? Must the information be about the company whose securities are being purchased or sold? What characteristics establish 'insider' status sufficient to warrant legal proscriptions of trading? These are all questions that are derived from the definition of insider trading just offered . . ." C. Edward Fletcher, *Materials on the Law of Insider Trading* 3 (1991).

"A number of different parties may be subject to a variety of monetary penalties under the federal securities laws for engaging in illegal insider trading. These parties may include actual traders, their tipsters, as well as broker-dealers and investment advisors (when they fail to take appropriate steps to prevent the insider trading violation(s) or fail to maintain and enforce policies and procedures reasonably designed to prevent the occurrence of such trading). Measures that may be ordered include (1) requiring the subject party to 'disgorge' the ill-gotten profits (or loss avoided) in an SEC enforcement action, (2) subjecting individuals to a maximum criminal fine of \$1 million and 10 years imprisonment, and (3) in

an SEC enforcement action, within a court's discretion, ordering the subject party to pay into the U.S. Treasury a treble damage penalty amounting to three times the profit gained or loss avoided." Marc I. Steinberg, *Understanding Securities Law 277-78* (2d ed. 1996).

insidiatio viarum (in-sid-ee-ay-shee-oh vi-air-əm). [Latin "ambush on the highway"] *Hist.* The crime of waylaying someone along the roadway. See LATROCINATION; HIGHWAYMAN.

insilium (in-sil-ee-əm). [Law Latin] *Hist.* Pernicious advice or counsel.

in simili materia (in sim-ə-li mə-teer-ee-ə), *adv.* & *adj.* [Law Latin] Of the same or a similar subject matter.

insimul (in-sim-əl or in-si-məl), *adv.* [Latin] Together, jointly.

insimul computassent (in-sim-əl or in-si-məl kahm-pyoo-tas-ənt). [Law Latin "they accounted together"] *Hist.* A count in an assumpsit action asserting that the parties had reviewed their accounts and that the defendant voluntarily agreed to pay the amount sought by the plaintiff. • This term derives from the initial words of the count.

insimul tenuit (in-sim-əl or in-si-məl ten-yoo-it). [Law Latin "he held together"] *Hist.* A writ brought by a coparcener to recover a fee tail alienated by an earlier tenant; a type of *formedon in the descender*. See *formedon in the descender* under FORMEDON.

insinuare (in-sin-yoo-air-ee), *vb.* [Latin] *Roman & civil law.* To register; to deposit (an instrument) with a public registry.

insinuatio (in-sin-yoo-ay-shee-oh). [Law Latin] *Hist.* Information or suggestion. • This term sometimes appeared in the phrase *ex insinuatione* ("on the information"), which is the precursor to the modern *on information and belief*. See INFORMATION AND BELIEF.

insinuation (in-sin-yoo-ay-shən). *Civil law. 1.* The act of depositing (an instrument) with a public registry for recording. **2.** A document that evidences a donation of property.

insinuation of a will. *Civil law.* The first production of a will for probate.

in solido (in sol-ə-doh). [Latin "as a whole"] (Of an obligation) creating joint and several liability. • The term is used in civil-law juris-

dictions such as Louisiana. — Also termed *in solidum*. See SOLIDARY.

in solidum (in sol-ə-dəm). See IN SOLIDO.

in solo (in soh-loh), *adv.* & *adj.* [Latin] In the soil or ground.

in solo alieno (in soh-loh ay-lee-ee-noh or al-ee-), *adv.* & *adj.* [Latin] In another's ground.

in solo proprio (in soh-loh proh-pree-oh), *adv.* & *adj.* [Latin] In one's own ground.

insolvency, n. 1. The condition of being unable to pay debts as they fall due or in the usual course of business. **2.** The inability to pay debts as they mature. — Also termed *failure to meet obligations*. See BANKRUPTCY (2). Cf. SOLVENCY.

balance-sheet insolvency. Insolvency created when the debtor's liabilities exceed its assets. • Under some state laws, balance-sheet insolvency prevents a corporation from making a distribution to its shareholders.

equity insolvency. Insolvency created when the debtor cannot meet its obligations as they fall due. • Under most state laws, equity insolvency prevents a corporation from making a distribution to its shareholders.

insolvency proceeding. *Archaic.* A bankruptcy proceeding to liquidate or rehabilitate an estate. See BANKRUPTCY (1).

insolvent, adj. (Of a debtor) having liabilities that exceed the value of assets; having stopped paying debts in the ordinary course of business or being unable to pay them as they fall due. — **insolvent, n.**

in specie (in spee-shee-ee or spee-shee). [Latin "in kind"] In the same or like form; IN KIND <the partners were prepared to return the borrowed items *in specie*>.

inspector. *Archaic.* A prosecutor, adversary, or inspector.

inspection. A careful examination of something, such as goods (to determine their fitness for purchase) or items produced in response to a discovery request (to determine their relevance to a lawsuit).

inspection right. The legal entitlement in certain circumstances to examine articles or docu-

ments, such as a consumer's right to inspect goods before paying for them.

inspection search. See *administrative search* under SEARCH.

inspector. **1.** A person authorized to inspect something. **2.** A police officer who ranks below a superintendent or deputy superintendent, and who is in charge of several precincts.

inspector general. (*often cap.*) **1.** One of several federal officials charged with supervising a particular agency's audits or investigations. **2.** A governor-appointed state official who oversees internal review within executive agencies to ensure that there is no waste or abuse of resources.

inspeximus (in-spek-si-məs), *vb.* [Latin "we have inspected"] *Hist.* A charter in which the grantor confirms an earlier charter. • *Inspeximus* was the opening word of the charter. — Also termed *vidimus*.

install, vb. To induct (a person) into an office or a rank <the newly elected governor was soon installed in office>.

installment, n. A periodic partial payment of a debt.

installment accounting method. See ACCOUNTING METHOD.

installment contract. See CONTRACT.

installment credit. See CREDIT (4).

installment debt. See DEBT.

installment land contract. See *contract for deed* under CONTRACT.

installment loan. See LOAN.

installment note. See NOTE (1).

installment plan. See INSTALLMENT SALE.

installment sale. A conditional sale in which the buyer makes a down payment followed by periodic payments and the seller retains title or a security interest until all payments have been received. — Also termed *installment plan*; *retail installment sale*.

disguised installment sale. *Bankruptcy.* A debtor's leasing ploy to try to keep property outside the bankruptcy estate, whereby a lease either presents the lessee-debtor with a bargain purchase option or transfers title to the lessee-debtor at the end of the lease term. • When such a lease is discovered, the property is treated as part of the bankruptcy estate, meaning that to defeat competing creditors, the lessor must have perfected a security interest.

instance, n. **1.** An example or occurrence <there were 55 instances of reported auto theft in this small community last year>. **2.** The act of instituting legal proceedings <court of first instance>. **3.** Urgent solicitation or insistence <she applied for the job at the instance of her friend>.

instance, vb. To illustrate by example; to cite <counsel instanced three cases for the court to consider>.

instance court. See COURT.

instant, adj. This; the present (case, judgment, order, etc.); now being discussed <the instant order is not appealable>.

instantaneous crime. See CRIME.

instantaneous death. See DEATH.

instant case. See *case at bar* under CASE.

instanter (in-stan-tər), *adv.* Instantly; at once <the defendant was ordered to file its motion instanter>.

instar (in-stahr). [Latin] *Hist.* Likeness; the equivalent of a thing. • This term appeared in phrases such as *instar omnium* ("equivalent or tantamount to all").

in statu quo (in stay-t[y]oo kwoh). [Latin "in the state in which"] In the same condition as previously <Johnson, as a minor, can recover the whole of what he paid if he puts the other party *in statu quo* by returning all the value received>. — Also termed *in statu quo ante*. See STATUS QUO.

instigate, vb. To goad or incite (someone) to take some action or course.

instinct, *adj.* *Archaic.* Imbued or charged <the contract is instinct with an obligation of good faith>.

in stirpes (in stər-pee-z). See PER STIRPES.

institor (in-sti-tor or -tər). [Latin] *Roman law.* A person to whom the transaction of any particular business is committed; esp., a shopkeeper or other person in charge of a commercial business. See *actio institoria* under ACTIO.

institorial power. See POWER (4).

institute, *n.* **1.** A legal treatise or commentary, such as Coke's *Institutes* in four volumes (published in 1628). **2.** (*cap. & pl.*) An elementary treatise on Roman law in four books. ● This treatise is one of the four component parts of the *Corpus Juris Civilis*. — Also termed *Institutes of Justinian*; *Justinian's Institutes*. See CORPUS JURIS CIVILIS. **3.** (*cap. & pl.*) An elementary treatise written by the Roman jurist Gaius. ● The *Institutes*, written in the second century A.D., served as a foundation for the *Institutes of Justinian*. — Also termed *Institutes of Gaius*. **4.** (*cap. & pl.*) A paraphrase of Justinian's *Institutes* written in Greek by Theophilus, a law professor at Constantinople who helped prepare the *Institutes of Justinian*. ● This work was prepared in the sixth century A.D. — Also termed *Paraphrase of Theophilus*; *Institutes of Theophilus*. **5.** *Civil law.* A person named in a will as heir, but under directions to pass the estate on to some other specified person (called the *substitute*). **6.** An organization devoted to the study and improvement of the law. See AMERICAN LAW INSTITUTE.

institute, *vb.* To begin or start; commence <institute legal proceedings against the manufacturer>.

Institutes of Gaius. See INSTITUTE.

Institutes of Justinian. See INSTITUTE.

Institutes of Theophilus. See INSTITUTE.

institution. **1.** The commencement of something, such as a civil or criminal action. **2.** An elementary rule, principle, or practice. **3.** An established organization, esp. one of a public character, such as a facility for the treatment of mentally disabled persons. — Also termed *public institution*. **4.** *Civil law.* A testator's appointment of an heir; the designation of an institute. See INSTITUTE (5). **5.** *Eccles. law.* The investiture of a benefice, by which a cleric

becomes responsible for the spiritual needs of the members of a parish. Cf. PRESENTATION; ADVOWSON.

institutional broker. See BROKER.

institutional investor. One who trades large volumes of securities, usu. by investing other people's money into large managed funds. ● Institutional investors are often pension funds, investment companies, trust managers, or insurance companies. See MUTUAL FUND.

institutionalize, *vb.* **1.** To place (a person) in an institution. **2.** To give (a rule or practice) official sanction.

institutional lender. A business, esp. a bank, that routinely makes loans to the general public.

institutional litigant. An organized group that brings lawsuits not merely to win but also to bring about a change in the law or to defend an existing law.

"Our second observation relates to what has been called the 'institutional litigant.' There are organized groups, such as labour unions or trade associations, that have a continuing interest in the development of the common law. A group of this sort may take a case to litigation, not so much for the sake of a determination of the case itself, but for the purpose of bringing about a change in the law or of defending an existing rule against a change sought by some other group. When such groups are involved, the usual arguments against prospective changes in the law through judicial decisions lose much of their force. Indeed, when the litigants have this sort of long-term interest, a judicial proceeding may take on, with the assent of all involved, something of the nature of a legislative hearing." Lon L. Fuller, *Anatomy of the Law* 163 (1968).

institutional market. See MARKET.

institutiones (in-sti-t[y]oo-shee-oh-nee-z). [Latin] *Roman law.* Elementary works of law; institutes. See INSTITUTE.

instruct, *vb.* See CHARGE (3).

instructed verdict. See *directed verdict* under VERDICT.

instruction. See JURY INSTRUCTION.

instrument. **1.** A written legal document that defines rights, duties, entitlements, or liabilities, such as a contract, will, promissory note, or share certificate. **2.** *Commercial law.* An

unconditional promise or order to pay a fixed amount of money, with or without interest or other fixed charges described in the promise or order. • Under the UCC, a promise or order must meet several other, specifically listed requirements to qualify as an instrument. UCC § 3-104(a). See NEGOTIABLE INSTRUMENT. **3.** A means by which something is achieved, performed, or furthered <an instrument of social equality>.

inchoate instrument. An unrecorded instrument that must, by law, be recorded to serve as effective notice to third parties. • Until the instrument is recorded, it is effective only between the parties to the instrument.

incomplete instrument. A paper that, although intended to be a negotiable instrument, lacks an essential element. • An incomplete instrument may be enforced if it is subsequently completed. UCC § 3-115.

perfect instrument. An instrument (such as a deed or mortgage) that is executed and filed with a public registry.

instrumentality, n. **1.** A thing used to achieve an end or purpose. **2.** A means or agency through which a function of another entity is accomplished, such as a branch of a governing body.

instrumentality rule. The principle that a corporation is treated as a subsidiary if it is controlled to a great extent by another corporation.

instrument of appeal. *Hist. English law.* A document used to appeal a judgment of divorce rendered by a trial judge of the Probate, Divorce and Admiralty Division to the full panel of the court. • The use of the instrument of appeal ended in 1881, when appeals were taken to the Court of Appeal rather than the full panel of the Probate, Divorce and Admiralty Division.

instrumentum (in-stroo-men-təm). [Latin] *Hist.* A document, deed, or instrument; esp., a document that is not under seal, such as a court roll.

insubordination. **1.** A willful disregard of an employer's instructions, esp. behavior that gives the employer cause to terminate a worker's employment. **2.** An act of disobedience to proper authority; esp., a refusal to obey an order that a superior officer is authorized to give.

insufficient evidence. See EVIDENCE.

insufficient funds. See NOT SUFFICIENT FUNDS.

insula (in-s[y]ə-lə). [Latin] *Roman law.* **1.** An island. **2.** A detached house or block of apartments leased to tenants.

insular court. See COURT.

insular possession. See POSSESSION (4).

insurable, adj. Able to be insured <an insurable risk>. — **insurability, n.**

insurable interest. See INTEREST (2).

insurable value. The worth of the subject of an insurance contract, usu. expressed as a monetary amount.

insurance (in-shuur-ənts), *n.* **1.** An agreement by which one party (the *insurer*) commits to do something of value for another party (the *insured*) upon the occurrence of some specified contingency; esp., an agreement by which one party assumes a risk faced by another party in return for a premium payment. **2.** The amount for which someone or something is covered by such an agreement. — **insure, vb.**

"Insurance, or as it is sometimes called, assurance, is a contract by which one party, for a consideration, which is usually paid in money either in one sum or at different times during the continuance of the risk, promises to make a certain payment of money upon the destruction or injury of something in which the other party has an interest. In fire insurance and in marine insurance the thing insured is property; in life or accident insurance it is the life or health of the person." 1 George J. Couch, *Couch on Insurance* § 1.2, at 4-5 (2d ed. 1984).

accident and health insurance. See *health insurance*.

accident insurance. An agreement to indemnify against expense, loss of time, suffering, or death resulting from an accident. Cf. *casualty insurance*.

accounts-receivable insurance. Insurance against losses resulting from the insured's inability to collect outstanding accounts receivable because of damage to or destruction of records.

additional insurance. Insurance added to an existing policy.

all-risk insurance. Insurance that covers every kind of insurable loss except what is specifically excluded.

annuity insurance. An agreement to pay the insured (or *annuitant*) for a stated period or for life.

assessable insurance. Insurance in which the insured is liable for additional premiums if a loss is unusually large.

assessment insurance. A type of mutual insurance in which the policyholders are assessed as losses are incurred; a policy in which payments to an insured are not unalterably fixed, but are dependent on the collection of assessments necessary to pay the amount insured.

automobile insurance. An agreement to indemnify against one or more kinds of loss associated with the use of an automobile, including damage to a vehicle and liability for personal injury.

aviation insurance. Insurance that protects the insured against a loss connected with the use of an aircraft. • This type of insurance can be written to cover a variety of risks, including bodily injury, property damage, and hangarkeepers' liability.

broad-form insurance. Comprehensive insurance. • This type of insurance usu. takes the form of an endorsement to a liability or property policy, broadening the coverage that is typically available.

bumbershoot insurance. 1. Marine insurance that provides broad coverage for ocean marine risks. 2. See *umbrella insurance*. • This term derives from the British slang term for *umbrella*. The term applies esp. to a policy insured through the London insurance market. See *umbrella policy* under INSURANCE POLICY.

burial insurance. Insurance that pays for the holder's burial and funeral expenses.

business-interruption insurance. An agreement to protect against one or more kinds of loss from the interruption of an ongoing business, such as a loss of profits while the business is shut down to repair fire damage.

captive insurance. 1. Insurance that provides coverage for the group or business that established it. 2. Insurance that a subsidiary provides to its parent company, usu. so that the parent company can deduct the premiums set aside as loss reserves.

cargo insurance. An agreement to pay for damage to freight damaged in transit.

casualty insurance. An agreement to indemnify against any loss resulting from a broad group of causes such as legal liability,

theft, accident, property damage, and workers' compensation. • The meaning of casualty insurance has become blurred because of the rapid increase in different types of insurance coverage. Cf. *accident insurance*.

coinsurance. 1. Insurance provided jointly by two or more insurers. 2. Property insurance that requires the insured to bear a portion of any loss if the property is not covered up to a certain percentage of its full value. • A coinsurance clause sets a minimum for which property must be insured, and anything below that amount requires the insured to share proportionally in any loss.

collision insurance. Automobile insurance that covers damage to the insured's vehicle, but does not cover a personal injury resulting from an accident.

commercial insurance. An indemnity agreement in the form of a deed or bond to protect against a loss caused by a party's breach of contract.

"Commercial insurance is a popular and very elastic term, having reference to indemnity agreements issued in the form of an insurance bond or policy, whereby parties to commercial contracts are, to a designated extent, guaranteed against loss by reason of a breach of contractual obligations on the part of the other contracting party. To this class belong policies of 'contract,' 'credit,' and 'title' insurances." Thomas Gold Frost, *A Treatise on Guaranty Insurance* § 3, at 14 (2d ed. 1909).

comprehensive insurance. Insurance that combines coverage against many kinds of losses that may also be insured separately. • This is commonly used, for example, in an automobile-insurance policy.

compulsory insurance. Statutorily required insurance; esp., motor-vehicle liability insurance that a state requires as a condition to registration of the vehicle.

convertible collision insurance. Collision insurance that carries a low premium until a claim is made against the policy.

convertible insurance. Insurance that can be changed to another form without further evidence of insurability, usu. referring to a term-life-insurance policy that can be changed to permanent insurance without a medical examination.

credit insurance. An agreement to indemnify against loss that may result from the death, disability, or insolvency of someone to whom credit is extended. • A debtor typically purchases this type of insurance to ensure the repayment of the loan.

credit life insurance. Life insurance on a borrower, usu. in a consumer installment

loan, in which the amount due is paid if the borrower dies.

crime insurance. Insurance covering losses occasioned by a crime committed by someone other than the insured.

crop insurance. Insurance that protects against loss to growing crops from natural perils such as hail and fire.

decreasing term insurance. Insurance that declines in value during the term; esp., life insurance that lessens in value to zero by the end of the term.

deposit insurance. A federally sponsored indemnification program to protect depositors against the loss of their money, up to a specified maximum, if the bank or savings-and-loan association fails or defaults.

directors' and officers' liability insurance. An agreement to indemnify corporate directors and officers against judgments, settlements, and fines arising from negligence suits, shareholder actions, and other business-related suits. — Often shortened to *D & O liability insurance*; *D & O insurance*.

disability insurance. Coverage purchased to protect a person from a loss of income during a period of incapacity for work.

double insurance. Insurance coverage by more than one insurer for the same interest and for the same insured. • The insured is entitled to only a single indemnity from a loss, and to recover this, the insured may either (1) sue each insurer for its share of the loss, or (2) sue one or more of the insurers for the entire amount, leaving any paying insurers to recover from the others their respective shares of the loss.

dread-disease insurance. Health insurance that covers medical expenses arising from the treatment of any of several specified diseases.

employers' liability insurance. 1. An agreement to indemnify an employer against an employee's claim not covered under the workers'-compensation system. 2. An agreement to indemnify against liability imposed on an employer for an employee's negligence that injures a third party.

employment-practices liability insurance. Insurance that provides coverage for claims arising from an insured's injury-causing employment practice, such as discrimination, defamation, or sexual harassment. — Abbr. *EPL insurance*.

endowment insurance. A type of life insurance that is payable either to the insured at the end of the policy period or to the in-

sured's beneficiary if the insured dies before the period ends.

errors-and-omissions insurance. An agreement to indemnify for loss sustained because of a mistake or oversight by the insured — though not for loss due to the insured's intentional wrongdoing. • For example, lawyers often carry this insurance as part of their malpractice coverage to protect them in suits for damages resulting from inadvertent mistakes (such as missing a procedural deadline). While this insurance does not cover the insured's intentional wrongdoing, it may cover an employee's intentional, but unauthorized, wrongdoing. — Often shortened to *E & O insurance*.

excess insurance. An agreement to indemnify against any loss that exceeds the amount of coverage under another policy. Cf. *primary insurance*. See *EXCESS CLAUSE*.

excess lines insurance. See *surplus lines insurance*.

extended insurance. Insurance that continues in force beyond the date that the last premium was paid by drawing on its cash value.

extended-term insurance. Insurance that remains in effect after a default in paying premiums, as long as the policy has cash value to pay premiums. • Many life-insurance policies provide this feature to protect against forfeiture of the policy if the insured falls behind in premium payments.

family-income insurance. An agreement to pay benefits for a stated period following the death of the insured. • At the end of the payment period, the face value is paid to the designated beneficiary.

fidelity insurance. An agreement to indemnify an employer against a loss arising from the lack of integrity or honesty of an employee or of a person holding a position of trust, such as a loss from embezzlement. — Also termed *fidelity guaranty insurance*; *fidelity and guaranty insurance*; *surety and fidelity insurance*.

fire insurance. An agreement to indemnify against property damage caused by fire, wind, rain, or other similar disaster.

first-party insurance. A policy that applies to oneself or one's own property, such as life insurance, health insurance, disability insurance, and fire insurance. — Also termed *indemnity insurance*.

fleet insurance. Insurance that covers a number of vehicles owned by the same entity.

floater insurance. An agreement to indemnify against a loss sustained to movable property, wherever its location within the territorial limit set by the policy.

flood insurance. Insurance that indemnifies against a loss caused by a flood. • This type of insurance is often sold privately but subsidized by the federal government.

fraternal insurance. Life or health insurance issued by a fraternal benefit society to its members.

general-disability insurance. Disability insurance that provides benefits to a person who cannot perform any job that the person is qualified for. — Also termed *total-disability insurance*.

government insurance. Life insurance underwritten by the federal government to military personnel, veterans, and government employees.

group insurance. A form of insurance offered to a member of a group, such as the employees of a business, as long as that person remains a member of the group. • Group insurance is typically health or life (usu. term life) insurance issued under a master policy between the insurer and the employer, who usu. pays all or part of the premium for the insured person. Other groups, such as unions and associations, often offer group insurance to their members.

“‘Group Insurance’ refers to a method of marketing standard forms of insurance, such as life insurance, whereby a master policy is issued to the party negotiating the contract with the insurer (frequently an employer), and certificates of participation are issued to the individual insured members of the group (frequently employees).” John F. Dobbyn, *Insurance Law in a Nutshell* 13 (2d ed. 1989).

guaranty insurance (gar-ən-tee). An agreement to cover a loss resulting from another’s default, insolvency, or specified misconduct. — Also termed *surety insurance*.

“The term ‘guaranty insurance’ is generic in its scope and signification, and embraces within it those subsidiary species of insurance contracts known as ‘fidelity,’ ‘commercial,’ and ‘judicial’ insurances In legal acceptance guaranty insurance is an agreement whereby one party (called the ‘insurer’) for a valuable consideration (termed the ‘premium’) agrees to indemnify another (called the ‘insured’) in a stipulated amount against loss or damage arising through dishonesty, fraud, unfaithful performance of duty or breach of contract on the part of a third person . . . sustaining a contractual relationship to the party thus indemnified.” Thomas Gold Frost, *A Treatise on Guaranty Insurance* § 1, at 11 (2d ed. 1909).

health insurance. Insurance covering medical expenses resulting from sickness or inju-

ry. — Also termed *accident and health insurance*; *sickness and accident insurance*.

homeowner’s insurance. Insurance that covers both damage to the insured’s residence and liability claims made against the insured (esp. those arising from the insured’s negligence).

indemnity insurance. See *first-party insurance*.

industrial life insurance. Life insurance characterized by (1) a small death benefit (usu. \$2,000 or less), (2) premium payments that are due weekly, biweekly, or monthly and that are collected at home by the insurer’s representative, and (3) no required medical examination of the insured.

inland marine insurance. An agreement to indemnify against losses arising from the transport of goods on domestic waters (i.e., rivers, canals, and lakes). Cf. *ocean marine insurance*.

insurance of the person. Insurance intended to protect the person, such as life, accident, and disability insurance.

interinsurance. See *reciprocal insurance*.

joint life insurance. Life insurance on two or more persons, payable to the survivor or survivors when one of the policyholders dies.

judicial insurance. Insurance intended to protect litigants and others involved in the court system.

“By judicial insurance reference is had to insurance bonds or policies issued, in connection with the regular course of judicial or administrative procedure, for the purpose of securing the faithful performance of duty on the part of court appointees, to guarantee due compliance with the terms of undertakings entered into by parties litigant before the courts, and to secure proper administration of statute law.” Thomas Gold Frost, *A Treatise on Guaranty Insurance* § 3, at 14 (2d ed. 1909).

key-employee insurance. Life insurance taken out by a company on an essential or valuable employee, with the company as beneficiary. — Also termed *key-man insurance*; *key-person insurance*; *key-executive insurance*.

last-survivor insurance. Life insurance on two or more persons, payable on the death of all the insureds.

lease insurance. An agreement to indemnify a leaseholder for the loss of a favorable lease terminated by damage to the property from a peril covered by the policy. • The amount payable is the difference between the rent and the actual rental value of the property, multiplied by the remaining term of the lease.

level-premium insurance. Insurance whose premiums remain constant throughout the life of the agreement. • Most whole life policies are set up this way.

liability insurance. An agreement to cover a loss resulting from one's liability to a third party, such as a loss incurred by a driver who injures a pedestrian. • The insured's claim under the policy arises once the insured's liability to a third party has been asserted. — Also termed *third-party insurance*; *public-liability insurance*.

life insurance. An agreement between an insurance company and the policyholder to pay a specified amount to a designated beneficiary on the insured's death. — Also termed (in Britain) *assurance*.

"Life and accident insurance has been defined as a contract whereby one party, for a stipulated consideration, agrees to indemnify another against injury by accident or death from any cause not expected in the contract. Strictly speaking, however, a contract of life insurance is not one of indemnity, but is an absolute engagement to pay a certain sum at the end of a definite or indefinite time." 43 Am. Jur. 2d *Insurance* § 3 (1982).

limited-payment life insurance. Life insurance that requires premium payments for less than the life of the agreement.

limited-policy insurance. Insurance that covers only specified perils; esp., health insurance that covers a specific type of illness (such as dread-disease insurance) or a risk relating to a stated activity (such as travel-accident insurance).

Lloyd's insurance. Insurance provided by insurers as individuals, rather than as a corporation. • The insurers' liability is several but not joint. Most states either prohibit or strictly regulate this type of insurance. See LLOYD'S OF LONDON.

loss insurance. Insurance purchased by a person who may suffer a loss at the hands of another. • This is the converse of *liability insurance*, which is purchased by potential defendants. — Also termed *first-party insurance*; *self-insurance*.

malpractice insurance (mal-prak-tis). An agreement to indemnify a professional person, such as a doctor or lawyer, against negligence claims. See *errors-and-omissions insurance*.

manual-rating insurance. A type of insurance whereby the premium is set using a book that classifies certain risks on a general basis, rather than evaluating each individual case.

marine insurance. An agreement to indemnify against injury to a ship, cargo, or profits involved in a certain voyage or for a specific vessel during a fixed period.

mortgage insurance. 1. An agreement to pay off a mortgage if the insured dies or becomes disabled. 2. An agreement to provide money to the lender if the mortgagor defaults on the mortgage payments. — Also termed *private mortgage insurance* (abbr. PMI).

mutual insurance. A system of insurance (esp. life insurance) whereby the policyholders become members of the insurance company, each paying premiums into a common fund from which each can draw in the event of a loss.

national-service life insurance. See NATIONAL-SERVICE LIFE INSURANCE.

no-fault auto insurance. An agreement to indemnify for a loss due to personal injury or property damage arising from the use of an automobile, regardless of who caused the accident.

nonassessable insurance. Insurance in which the premium is set and the insurer is barred from demanding additional payments from the insured.

occupational-disability insurance. Disability insurance that provides benefits to a person who cannot perform his or her regular job.

ocean marine insurance. Insurance that covers risks arising from the transport of goods by sea. Cf. *inland marine insurance*.

old-age and survivors insurance. See OLD-AGE AND SURVIVORS INSURANCE.

ordinary insurance. Life insurance having an interest-sensitive cash value, such as whole life insurance or universal life insurance. • Ordinary insurance is one of three main categories of life insurance. Cf. *group insurance*; *industrial life insurance*.

ordinary life insurance. See *whole life insurance*.

overinsurance. See OVERINSURANCE.

paid-up insurance. Insurance that remains in effect even though no more premiums are due.

participating insurance. A type of insurance that allows a policyholder to receive dividends. • This insurance is invariably issued by a mutual company.

partnership insurance. 1. Life insurance on the life of a partner, purchased to ensure the remaining partners' ability to buy out a

deceased partner's interest. **2.** Health insurance for a partner, payable to the partnership to allow it to continue to operate while the partner is unable to work due to illness or injury.

patent insurance (*pat-ənt*). **1.** Insurance against loss from an infringement of the insured's patent. **2.** Insurance against a claim that the insured has infringed another's patent. **3.** Insurance that funds a claim against a third party for infringing the insured's patent.

port-risk insurance. Insurance on a vessel lying in port. Cf. *time insurance*; *voyage insurance*.

primary insurance. Insurance that attaches immediately on the happening of a loss; insurance that is not contingent on the exhaustion of an underlying policy. Cf. *excess insurance*.

private mortgage insurance. See *mortgage insurance*.

products-liability insurance. An agreement to indemnify a manufacturer, supplier, or retailer for a loss arising from the insured's liability to a user who is harmed by any product manufactured or sold by the insured.

profit insurance. Insurance that reimburses the insured for profits lost because of a specified peril.

property insurance. An agreement to indemnify against property damage or destruction. — Also termed *property-damage insurance*.

public-liability insurance. See *liability insurance*.

reciprocal insurance. A system whereby several individuals or businesses act through an agent to underwrite one another's risks, making each insured an insurer of the other members of the group. — Also termed *inter-insurance*.

reinsurance. See REINSURANCE.

renewable term insurance. Insurance that the insured may continue at the end of a term, but generally at a higher premium. ● The insured usu. has the right to renew for additional terms without a medical examination.

replacement insurance. Insurance under which the value of the loss is measured by the current cost of replacing the insured property. See *replacement cost* under COST.

retirement-income insurance. An agreement whereby the insurance company agrees to pay an annuity beginning at a certain age if the insured survives beyond that age, or the value of the policy if the insured dies before reaching that age.

self-insurance. A plan under which a business sets aside money to cover any loss. — Also termed *first-party insurance*.

sickness and accident insurance. See *health insurance*.

single-premium insurance. Life insurance that is paid for in one payment rather than a series of premiums over time.

social insurance. Insurance provided by a government to persons facing particular perils (such as unemployment or disability) or to persons who have a certain status (such as the elderly or the blind). ● Social insurance — such as that created by the Social Security Act of 1935 — is usu. part of a government's broader social policy. See WELFARE STATE.

split-dollar insurance. An arrangement between two people (often an employer and employee) in which life insurance is written on the life of one, though both share the premium payments. ● On the insured's death or other event terminating the plan, the noninsured person receives the cash value of the insurance as reimbursement, and the beneficiary named by the insured is entitled to the remainder.

step-rate-premium insurance. Insurance whose premiums increase at times specified in the policy.

stop-loss insurance. Insurance that protects a self-insured employer from catastrophic losses or unusually large health costs of covered employees. ● Stop-loss insurance essentially provides excess coverage for a self-insured employer. The employer and the insurance carrier agree to the amount the employer will cover, and the stop-loss insurance will cover claims exceeding that amount.

straight life insurance. See *whole life insurance*.

surety and fidelity insurance. See *fidelity insurance*.

surety insurance. See *guaranty insurance*.

surplus-lines insurance. Insurance with an insurer that is not licensed to transact business within the state where the risk is located. — Also termed *excess-lines insurance*.

term life insurance. Life insurance that covers the insured for only a specified period. Cf. *whole life insurance*.

third-party insurance. See *liability insurance*.

time insurance. *Marine insurance.* Insurance covering the insured for a specified period. Cf. *voyage insurance*.

title insurance. An agreement to indemnify against damage or loss arising from a defect in title to real property, usu. issued to the buyer of the property by the title company that conducted the title search.

"Title insurance is normally written by specialized companies that maintain tract indexes: companies involved in writing life or casualty usually are not involved in title insurance. Title insurance is an unusual type of insurance in a few respects. For one thing, it is not a recurring policy: There is only a single premium, and a title insurance policy written on behalf of an owner theoretically remains outstanding forever to protect him or her from claims asserted by others. It is more similar to an indemnification agreement than to an insurance policy. For another, title insurance companies generally do not take risks that they know about. If the title search shows that a risk exists, the company will exclude that risk from the coverage of the policy." Robert W. Hamilton, *Fundamentals of Modern Business* 84 (1989).

total-disability insurance. See *general-disability insurance*.

travel-accident insurance. Health insurance limited to injuries sustained while traveling.

umbrella insurance. Insurance that is supplemental, providing coverage that exceeds the basic or usual limits of liability. — Also termed *bumbershoot insurance*.

underinsurance. See UNDERINSURANCE.

unemployment insurance. A type of social insurance that pays money to workers who are unemployed for reasons unrelated to job performance. • Individual states administer unemployment insurance, which is funded by payroll taxes. — Also termed *unemployment compensation*.

universal life insurance. A form of term life insurance in which the premiums are paid from the insured's earnings from a money-market fund.

variable life insurance. A form of life insurance in which the premiums are invested in securities and whose death benefits thus depend on the securities' performance, though there is a minimum guaranteed death benefit.

voyage insurance. *Marine insurance.* Insurance covering the insured between destinations. Cf. *time insurance*.

war-risk insurance. 1. Insurance covering damage caused by war. • Ocean marine poli-

cies are often written to cover this type of risk. 2. Life and accident insurance provided by the federal government to members of the armed forces. • This type of insurance is offered because the hazardous nature of military service often prevents military personnel from obtaining private insurance.

whole life insurance. Life insurance that covers an insured for life, during which the insured pays fixed premiums, accumulates savings from an invested portion of the premiums, and receives a guaranteed benefit upon death. — Also termed *ordinary life insurance*; *straight life insurance*. Cf. *term life insurance*.

insurance adjuster. A person who determines the value of a loss to the insured and settles the claim against the insurer. See ADJUSTER.

insurance agent. A person authorized by an insurance company to sell its insurance policies. — Also termed *producer*; (in property insurance) *recording agent*; *record agent*.

general agent. An agent with the general power of making insurance contracts on behalf of an insurer.

special agent. An agent whose powers are usu. confined to soliciting applications for insurance, taking initial premiums, and delivering policies when issued. — Also termed *local agent*; *solicitor*.

insurance broker. One who sells insurance policies without an exclusive affiliation with a particular insurance company. See BROKER.

insurance certificate. 1. A document issued by an insurer as evidence of insurance or membership in an insurance or pension plan. 2. A document issued by an insurer to a shipper as evidence that a shipment of goods is covered by a marine insurance policy.

insurance commissioner. A public official who supervises the insurance business conducted in a state.

insurance company. A corporation or association that issues insurance policies.

captive insurance company. A company that insures the liabilities of its owner. • The insured is usu. the sole shareholder and the only customer of the captive insurer. — Also termed *captive insurer*.

mixed insurance company. An insurance company having characteristics of both stock

and mutual companies in that it distributes part of the profits to stockholders and also makes distributions to the insureds.

mutual insurance company. An insurance company whose policyholders are both insurers and insureds because they pay premiums into a common fund, from which claims are paid. — Often shortened to *mutual company*.

“Mutual insurance companies are organized by a number of persons for the purpose of transacting some particular insurance business A company is a mutual one when the persons constituting the company contribute either cash or assessable premium notes, or both, to a common fund, out of which each is entitled to indemnity in case of loss. The distinguishing feature is mutuality, evidenced by the co-operation of members, uniting for that purpose, each taking a proportionate part in the management of its affairs and being at once insurer and insured, contributing to a fund from which all losses are paid Democratic ownership and control is a fundamental characteristic of a mutual insurance company.”
18 John Alan Appleman, *Insurance Law and Practice* § 10041, at 79–80 (1945).

stock insurance company. An insurance company operated as a private corporation and owned by stockholders who share in the company's profits and losses.

stock life-insurance company. A stock insurance company that does life-insurance business.

insurance fraud. See FRAUD.

insurance of the person. See INSURANCE.

insurance policy. 1. A contract of insurance. 2. A document detailing such a contract. — Often shortened to *policy*. — Also termed *policy of insurance*; *contract of insurance*.

accident policy. A type of business or personal policy that insures against loss resulting directly from bodily injuries sustained during the policy term solely by accidental means.

assessable policy. A policy under which a policyholder may be held liable for losses of the insurance company beyond its reserves.

bailee policy. A floating policy that covers goods in a bailee's possession but does not particularly describe the covered goods.

basic-form policy. A policy that offers limited coverage against loss. ● A basic-form policy generally covers damages from fire, wind-storm, explosion, riot, aircraft, vehicles, theft, or vandalism. — Also termed *limited policy*.

blanket policy. An agreement to indemnify all property, regardless of location.

block policy. An all-risk policy that covers groups of property (such as property held in bailment or a business's merchandise) against most perils. See *all-risk insurance* under INSURANCE.

broad-form policy. A policy that offers broad protection with few limitations. ● This policy offers greater coverage than a basic-form policy, but less than an open-perils policy.

claims-made policy. An agreement to indemnify against all claims made during a specified period, regardless of when the incidents that gave rise to the claims occurred. — Also termed *discovery policy*.

closed policy. An insurance policy whose terms cannot be changed. ● A fraternal benefit society is not permitted to write closed policies. — Also termed *closed insurance contract*.

commercial general liability policy. See *comprehensive general liability policy*.

completed-operations policy. A policy usu. purchased by a building contractor to cover accidents arising out of a job or an operation that the contractor has completed.

comprehensive general liability policy. An insurance policy, usu. obtained by a business, that covers damages that the insured becomes legally obligated to pay to a third party because of bodily injury or property damage. — Often shortened to *CGL policy*; *general liability policy*. — Also termed *commercial general liability policy*.

concurrent policy. One of two or more insurance policies that cover the same risk. ● Concurrent insurance policies are stated in almost identical terms so that liability can be apportioned between the insurers.

corrected policy. A policy issued after a redetermination of risk to correct a misstatement in the original policy.

discovery policy. See *claims-made policy*.

endowment policy. A life-insurance policy payable at the end of a specified period, even if the insured survives that period, or upon the insured's death if death occurs before the end of the period.

extended policy. A policy that remains in effect beyond the time when premiums are no longer paid.

floating policy. An insurance policy covering property that frequently changes in quantity or location, such as jewelry. — Also termed *running policy*; *blanket policy*.

following-form policy. An insurance policy that adopts the terms and conditions of another insurance policy.

gambling policy. See *wager policy*.

group policy. See *master policy*.

homeowner's policy. A multiperil policy providing coverage for a variety of risks, including loss by fire, water, burglary, and the homeowner's negligent conduct.

incontestable policy. A policy containing a provision that prohibits the insurer from contesting or canceling the policy on the basis of statements made in the application.

interest policy. A policy whose terms indicate that the insured has an interest in the subject matter of the insurance. Cf. *wager policy*.

joint life policy. A life-insurance policy that matures and becomes due upon the death of any of those jointly insured.

lapsed policy. 1. An insurance policy on which there has been a default in premium payments. 2. An insurance policy that, because of statutory provisions, remains in force after a default in premium payments. • Statutes normally provide a 30- or 31-day grace period after nonpayment of premiums.

level-rate legal-reserve policy. A policy that seeks to build a reserve equal to the policy's face value by the end of the insured's life.

life policy. A life-insurance policy that requires lifetime annual fixed premiums and that becomes payable only on the death of the insured. — Also termed *regular life policy*.

limited policy. 1. An insurance policy that specifically excludes certain classes or types of loss. 2. See *basic-form policy*.

manuscript policy. An insurance policy containing nonstandard provisions that have been negotiated between the insurer and the insured.

master policy. An insurance policy that covers those under a group-insurance plan. — Also termed *group policy*. See *group insurance* under INSURANCE.

mixed policy. *Marine insurance.* A policy combining aspects of both a voyage policy and a time policy.

multiperil policy. An insurance policy that covers several types of losses, such as a homeowner's policy that covers losses from fire, theft, and personal injury. — Also termed *named-perils policy*.

nonmedical policy. An insurance policy issued without a prior medical examination of the applicant.

occurrence policy. An agreement to indemnify for any loss from an event that occurs within the policy period, regardless of when the claim is made.

open-perils policy. A property insurance policy covering all risks against loss except those specifically excluded from coverage.

open policy. See *unvalued policy*.

paid-up policy. A policy that remains in effect after premiums are no longer due.

participating policy. A policy that allows the holder a right to dividends or rebates from future premiums. • This type of policy is issued by a mutual company.

regular life policy. See *life policy*.

running policy. See *floating policy*.

standard policy. 1. An insurance policy providing insurance that is recommended or required by state law, usu. regulated by a state agency. 2. An insurance policy that contains standard terms used for similar insurance policies nationwide, usu. drafted by an insurance industrial association such as Insurance Services Office.

survivorship policy. A joint life policy that is payable upon the death of the last survivor named in the policy.

term policy. A life-insurance policy that gives protection for a specified period, but that does not have a cash value or reserve value.

time policy. An insurance policy that is effective only during a specified period.

tontine policy (tahn-teen or tahn-teen). An insurance policy in which a group of participants share advantages so that upon the default or death of any participant, his or her advantages are distributed among the remaining participants until only one remains, whereupon the whole goes to that sole participant. • Under the tontine plan of insurance, no accumulation or earnings are credited to the policy unless it remains in force for the tontine period of a specified number of years. Thus, those who survive the period and keep their policies in force share in the accumulated funds, and those who die or permit their policies to lapse during the period do not. This type of policy takes its name from Lorenzo Tonti, an Italian who invented it in the 17th century. Today, newer and more ingenious forms of insurance have largely made tontine policies defunct. See TONTINE.

umbrella policy. An insurance policy covering losses that exceed the basic or usual limits of liability provided by other policies. See *umbrella insurance* under INSURANCE.

unvalued policy. A policy that does not state a value of the insured property but that, upon loss, requires proof of the property's worth. — Also termed *open policy*.

valued policy. An insurance policy in which the sum to be paid when a loss occurs is fixed by the terms of the contract. ● The value agreed on is conclusive for a total loss and provides a basis for determining recovery in cases of partial loss. This value is in the nature of liquidated damages.

voyage policy. A marine-insurance policy that insures a vessel or its cargo during a specified voyage.

wager policy. An insurance policy issued to a person who is shown to have no insurable interest in the person or property covered by the policy. ● Wager policies are illegal in most states. — Also termed *gambling policy*. See *insurable interest* under INTEREST (2). Cf. *interest policy*.

insurance pool. A group of several insurers that, to spread the risk, combine and share premiums and losses.

insurance premium. See PREMIUM (1).

insurance rating. The process by which an insurer arrives at a policy premium for a particular risk. — Often shortened to *rating*.

insurance trust. See TRUST.

insurance underwriter. 1. INSURER. 2. An insurance-company employee who is responsible for determining whether to issue a policy and the amount to charge for the coverage provided.

insure, vb. 1. To secure, by payment of a premium, the payment of a sum of money in the event of a loss. 2. To issue or procure an insurance policy on or for.

insured, n. A person who is covered or protected by an insurance policy. — Also termed *assured*.

additional insured. A person who is covered by an insurance policy but who is not the primary insured. ● An additional insured may, or may not, be specifically named in the policy.

class-one insured. In a motor-vehicle policy, the named insured and any relative residing with the named insured.

class-two insured. In a motor-vehicle policy, a person lawfully occupying a vehicle at the time of an accident.

named insured. A person designated in an insurance policy as the one covered by the policy.

insurer. One who agrees, by contract, to assume the risk of another's loss and to compensate for that loss. — Also termed *underwriter*; *insurance underwriter*; *carrier*; *assurer* (for life insurance).

quasi-insurer. A service provider who is held to strict liability in the provision of services, such as an innkeeper or a common carrier.

insurgent, n. A person who, for political purposes, engages in armed hostility against an established government. — **insurgent, adj.** — **insurgency, n.**

insuring agreement. See INSURING CLAUSE.

insuring clause. A provision in an insurance policy or bond reciting the risk assumed by the insurer or establishing the scope of the coverage. — Also termed *insuring agreement*.

insurrection. A violent revolt against an oppressive authority, usu. a government.

in tail. See TAIL.

intake. *Hist. English law.* A piece of land temporarily taken from a common or moorland by a tenant to raise a crop.

intake day. The day on which new cases are assigned to the courts.

intangible, adj. Not capable of being touched; impalpable.

intangible, n. Something that is not tangible; esp., an asset that is not corporeal, such as intellectual property.

general intangible. Any personal property other than goods, accounts, chattel paper, documents, instruments, investment property, rights to proceeds of written letters of credit, and money. ● Some examples are goodwill, things in action, and literary rights.

UCC § 9-103(b). See *intangible property* under PROPERTY.

payment intangible. A general intangible under which the account debtor's principal obligation is a monetary obligation. UCC § 9-103(d).

intangible asset. See ASSET.

intangible drilling costs. *Oil & gas.* Expenses incurred in drilling, testing, and completing an oil or gas well. • These costs are deductible in the year they are incurred. — Also termed *intangible drilling and development costs*. IRC (26 USCA) § 263.

intangible movable. See MOVABLE.

intangible property. See PROPERTY.

intangible tax. See TAX.

integer (in-tə-jər), *adj.* [Latin] *Archaic.* Whole; untouched. See RES NOVA.

integrated agreement. See INTEGRATED CONTRACT.

integrated bar. See BAR.

integrated contract. One or more writings constituting a final expression of one or more terms of an agreement. — Also termed *integrated agreement*; *integrated writing*. See INTEGRATION (2).

completely integrated contract. An integrated agreement adopted by the parties as a full and exclusive statement of the terms of the agreement. • The parties are therefore prohibited from varying or supplementing the contractual terms through parol (extrinsic) evidence.

partially integrated contract. An integrated agreement other than a completely integrated agreement.

integrated property settlement. A contract, incorporated into a divorce decree, that divides up the assets of divorcing spouses.

integrated writing. See *integrated contract* under CONTRACT.

integration. **1.** The process of making whole or combining into one. **2.** *Contracts.* The full expression of the parties' agreement, so that all earlier agreements are superseded, the effect

being that neither party may later contradict or add to the contractual terms. — Also termed *merger*. See PAROL-EVIDENCE RULE.

complete integration. The fact or state of fully expressing the intent of the parties.

partial integration. The fact or state of not fully expressing the parties' intent, so that the contract can be changed by the admission of parol (extrinsic) evidence.

3. The incorporation of different races into existing institutions (such as public schools) for the purpose of reversing the historical effects of racial discrimination. Cf. DESEGREGATION. **4.** *Antitrust.* A firm's performance of a function that it could have obtained on the open market. • A firm can achieve integration by entering a new market on its own, by acquiring a firm that operates in a secondary market, or by entering into a contract with a firm that operates in a secondary market. — Also termed *vertical integration*. See *vertical merger* under MERGER.

backward integration. A firm's acquisition of ownership of facilities that produce raw materials or parts for the firm's products.

5. *Securities.* The requirement that all security offerings over a given period are to be considered a single offering for purposes of determining an exemption from registration. • The Securities and Exchange Commission and the courts apply five criteria to determine whether two or more transactions are part of the same offering of securities: (1) whether the offerings are part of a single plan of financing, (2) whether the offerings involve issuance of the same class of securities, (3) whether the offerings are made at or about the same time, (4) whether the same type of consideration is received, and (5) whether the offerings are made for the same general purpose. 17 CFR § 230.502.

integration clause. A contractual provision stating that the contract represents the parties' complete and final agreement and supersedes all informal understandings and oral agreements relating to the subject matter of the contract. — Also termed *merger clause*; *entire-contract clause*. See INTEGRATION (2); PAROL-EVIDENCE RULE.

integration rule. The rule that if the parties to a contract have embodied their agreement in a final document, any other action or statement is without effect and is immaterial in determining the terms of the contract.

integrity right. See MORAL RIGHT.

intellectual property. **1.** A category of intangible rights protecting commercially valuable products of the human intellect. • The category comprises primarily trademark, copyright, and patent rights, but also includes trade-secret rights, publicity rights, moral rights, and rights against unfair competition. **2.** A commercially valuable product of the human intellect, in a concrete or abstract form, such as a copyrightable work, a protectable trademark, a patentable invention, or a trade secret. — Abbr. IP.

intemperance. A lack of moderation or temperance; esp., habitual or excessive drinking of alcoholic beverages.

intend, vb. **1.** To have in mind a fixed purpose to reach a desired objective; to have as one's purpose <Daniel intended to become a lawyer>. **2.** To contemplate that the usual consequences of one's act will probably or necessarily follow from the act, whether or not those consequences are desired for their own sake <although he activated the theater's fire alarm only on a dare, the jury found that Wilbur intended to cause a panic>. **3.** To signify or mean <the parties intended for the writing to supersede their earlier handshake deal>.

intendant (in-ten-dənt). A director of a government agency, esp. (as used in 17th- and 18th-century France) a royal official charged with the administration of justice or finance.

intended beneficiary. See BENEFICIARY.

intended to be recorded. (Of a deed or other instrument) not yet filed with a public registry, but forming a link in a chain of title.

intended-use doctrine. *Products liability.* The rule imposing a duty on a manufacturer to develop a product so that it is reasonably safe for its intended or foreseeable users. • In determining the scope of responsibility, the court considers the defendant's marketing scheme and the foreseeability of the harm.

intendment (in-tend-mənt). **1.** The sense in which the law understands something <the intendment of a contract is that the contract is legally enforceable>. — Also termed *intendment of law*. **2.** A decision-maker's inference about the true meaning or intention of a legal instrument <there is no need for intendment, the court reasoned, when the text of the statute is clear>. — Formerly also spelled *intendment*.

common intendment. The natural or common meaning in legal interpretation.

3. A person's expectations when interacting with others within the legal sphere.

"Our institutions and our formalized interactions with one another are accompanied by certain interlocking expectations that may be called intendments, even though there is seldom occasion to bring these underlying expectations across the threshold of consciousness. In a very real sense when I cast my vote in an election my conduct is directed and conditioned by an anticipation that my ballot will be counted in favor of the candidate I actually vote for. This is true even though the possibility that my ballot will be thrown in the wastebasket, or counted for the wrong man, may never enter my mind as an object of conscious attention. In this sense the institution of elections may be said to contain an intendment that the votes cast will be faithfully tallied, though I might hesitate to say, except in a mood of rhetoric, that the election authorities had entered a contract with me to count my vote as I had cast it." Lon L. Fuller, *The Morality of Law* 217 (rev. ed. 1969).

intent. **1.** The state of mind accompanying an act, esp. a forbidden act. • While motive is the inducement to do some act, intent is the mental resolution or determination to do it. When the intent to do an act that violates the law exists, motive becomes immaterial. Cf. MOTIVE; SCIENTER.

"The phrase 'with intent to,' or its equivalents, may mean any one of at least four different things: — (1) That the intent referred to must be the sole or exclusive intent; (2) that it is sufficient if it is one of several concurrent intents; (3) that it must be the chief or dominant intent, any others being subordinate or incidental; (4) that it must be a determining intent, that is to say, an intent in the absence of which the act would not have been done, the remaining purposes being insufficient motives by themselves. It is a question of construction which of those meanings is the true one in the particular case." John Salmond, *Jurisprudence* 383-84 (Glanville L. Williams ed., 10th ed. 1947).

constructive intent. A legal principle that actual intent will be presumed when an act leading to the result could have been reasonably expected to cause that result.

"Constructive intent is a fiction which permits lip service to the notion that intention is essential to criminality, while recognizing that unintended consequences of an act may sometimes be sufficient for guilt of some offenses." Rollin M. Perkins & Ronald N. Boyce, *Criminal Law* 835 (3d ed. 1982).

general intent. The state of mind required for the commission of certain common-law crimes not requiring a specific intent or not imposing strict liability. • General intent usu. takes the form of recklessness (involving actual awareness of a risk and the culpable taking of that risk) or negligence (involving blameworthy inadvertence).

immediate intent. The intent relating to a wrongful act; the part of the total intent coincident with the wrongful act itself.

implied intent. A person's state of mind that can be inferred from speech or conduct, or from language used in an instrument to which the person is a party.

intent to kill. An intent to cause the death of another; esp., a state of mind that, if found to exist during an assault, can serve as the basis for an aggravated-assault charge.

manifest intent. Intent that is apparent or obvious based on the available circumstantial evidence, even if direct evidence of intent is not available. • For example, some fidelity bonds cover an employer's losses caused by an employee's dishonest or fraudulent acts committed with a manifest intent to cause a loss to the employer and to obtain a benefit for the employee. Establishing manifest intent sufficient to trigger coverage does not require direct evidence that the employee intended the employer's loss. Even if the employee did not actively want that result, but the result was substantially certain to follow from the employee's conduct, the requisite intent will be inferred.

predatory intent. *Antitrust.* A business's intent to injure a competitor by unfair means, esp. by sacrificing revenues to drive a competitor out of business.

specific intent. The intent to accomplish the precise criminal act that one is later charged with. • At common law, the specific-intent crimes were robbery, assault, larceny, burglary, forgery, false pretenses, embezzlement, attempt, solicitation, and conspiracy.

testamentary intent. A testator's intent that a particular instrument function as his or her last will and testament. • Testamentary intent is required for a will to be valid.

transferred intent. Intent that has been shifted from the originally intended wrongful act to the wrongful act actually committed. • For example, if a person intends to kill one person but kills another, the intent may be transferred to the actual act. See TRANSFERRED-INTENT DOCTRINE.

ulterior intent. The intent that passes beyond a wrongful act and relates to the objective for the sake of which the act is done; MOTIVE. • For example, a thief's immediate intent may be to steal another's money, but the ulterior intent may be to buy food with that money.

2. A lawmaker's state of mind and purpose in drafting or voting for a measure.

legislative intent. See LEGISLATIVE INTENT.

original intent. The mental state of the drafters or enactors of the U.S. Constitution, a statute, or another document.

intentio (in-ten-shee-oh). [Latin] **1. Roman law.** The part of a formula in which the plaintiff's claim against the defendant is stated. See FORMULA (1). **2. Hist.** A count or declaration in a real action. • *Intentio* was an earlier name for *narratio*. See NARRATIO.

intention, n. The willingness to bring about something planned or foreseen; the state of being set to do something. — **intentional, adj.**

"Intention is the purpose or design with which an act is done. It is the foreknowledge of the act, coupled with the desire of it, such foreknowledge and desire being the cause of the act, inasmuch as they fulfil themselves through the operation of the will. An act is intentional if, and in so far as, it exists in idea before it exists in fact, the idea realising itself in the fact because of the desire by which it is accompanied." John Salmond, *Jurisprudence* 378 (Glanville L. Williams ed., 10th ed. 1947).

intentional, adj. Done with the aim of carrying out the act.

intentional act. See ACT (2).

intentional infliction of emotional distress. The tort of intentionally or recklessly causing another person severe emotional distress through one's extreme or outrageous acts. • In a few jurisdictions, a physical manifestation of the mental suffering is required for the plaintiff to recover. — Also termed (in some states) *outrage*. See EMOTIONAL DISTRESS. Cf. NEGLIGENCE INFLECTION OF EMOTIONAL DISTRESS.

intentional-injury exclusion. See *expected/intended exclusion* under EXCLUSION (3).

intentional manslaughter. See *voluntary manslaughter* under MANSLAUGHTER.

intentional tort. See TORT.

intentional wrong. See WRONG.

intent of the legislature. See LEGISLATIVE INTENT.

intent to kill. See INTENT (1).

intent-to-use application. *Trademarks.* An application filed with the U.S. Patent and Trademark Office to register a trademark or service-

mark on the principal register based on a bona fide intention to use the mark. • Trademark rights have traditionally been established by actual use in commerce. In 1988, the Federal Trademark Act (the Lanham Act) was amended to permit applications to be filed based on merely the intent to use the mark. 15 USCA § 1051(b).

inter (in-tər), *prep.* [Latin] Among.

inter alia (in-tər ay-lee-ə or ah-lee-ə), *adv.* [Latin] Among other things.

inter alios (in-tər ay-lee-əs or ah-lee-əs), *adv.* [Latin] Among other persons.

Inter-American Bar Association. An organization of lawyers from North America, Central America, and South America whose purpose is to promote education, cooperation, and professional exchanges among lawyers from different American countries. — Abbr. IABA.

inter apices juris (in-tər ay-pə-seez [or ap-ə-seez] **joor-is**), *adv.* [Law Latin] Among the subtleties of the law. See APEX JURIS.

intercalare (in-tər-kə-lair-ee), *vb.* [Latin] *Civil law.* To introduce or insert among others; esp., to introduce a day or month into the calendar. • From this Latin term derives the rare English word *intercalate*, roughly synonymous with *interpolate*.

intercedere (in-tər-see-də-ree), *vb.* [Latin] *Roman law.* To assume another's debt; esp., to act as surety for another.

intercept, *vb.* To covertly receive or listen to (a communication). • The term usu. refers to covert reception by a law-enforcement agency. See WIRETAPPING.

interchangeable bond. See BOND (3).

inter conjuges (in-tər kahn-jə-geez), *adv. & adj.* [Law Latin] Between husband and wife.

intercourse. **1.** Dealings or communications, esp. between businesses, governmental entities, or the like. **2.** Physical sexual contact, esp. involving the penetration of the vagina by the penis.

interdependence. *Int'l law.* The reliance of countries on each other to ensure their mutual subsistence and advancement.

interdict (in-tər-dikt), *n.* *Roman & civil law.* **1.** An injunction or other prohibitory decree.

decretal interdict (di-kreet-əl). An interdict that signified the praetor's order or decree by applying the remedy in a pending case.

edictal interdict (ee-dik-təl). An interdict that declared the praetor's intention to give a remedy in certain cases, usu. in a way that preserves or restores possession.

exhibitory interdict. An interdict by which a praetor compelled a person or thing to be produced.

possessory interdict. An interdict that protected a tenant who had been ejected or threatened with disturbance. • Possessory interdicts were summary processes of Roman law.

prohibitory interdict. An interdict by which a praetor forbade something to be done.

restitutory interdict (ri-stich-ə-tor-ee or res-ti-t[y]oo-tə-ree). An interdict by which a praetor directed something to be restored to someone who had been dispossessed of it.

2. Eccles. law. An order prohibiting a person from attending divine services or barring their being conducted at a particular place. **3. Civil law.** One who is subject to interdiction.

limited interdict. A person whose right to care for himself or herself has been partially removed because of mental incapacity; a person subject to limited interdiction.

interdict (in-tər-dikt), *vb.* **1.** To forbid or restrain. **2. Civil law.** To remove a person's right to handle personal affairs because of mental incapacity.

interdiction. **1.** The act of prohibiting.

interdiction of commercial intercourse. *Int'l law.* A governmental prohibition of commercial trade.

2. Civil law. The act of depriving a person of the right to care for his or her affairs because of mental incapacity.

full interdiction. The complete removal of one's right to care for oneself and one's affairs or estate because of mental incapacity. — Also termed *complete interdiction*.

limited interdiction. The partial removal of one's right to care for one's affairs or estate because of mental incapacity.

interdictory (in-tər-dik-tər-ee), *adj.* **1.** Of or relating to an interdiction. **2.** Having the power to interdict. — Also termed *interdictive*.

interdictum quod vi aut clam (in-tər-dik-təm kwod vī awt klam). [Latin “interdict because of force or stealth”] *Roman law*. An interdict issued against a person who forcibly (*vi*) or secretly (*clam*) altered the claimant’s property. ● The interdict required the defendant to restore the property to its previous condition.

interesse (in-tər-es-ee). [Latin] **1.** Monetary interest. **2.** A legal interest in property.

interessee (in-tə-re-see). See *real party in interest* under PARTY (2).

interesse termini (in-tər-es-ee tər-mə-nī). [Latin “interest of term or end”] *Archaic*. A lessee’s right of entry onto the leased property; esp., a lessee’s interest in real property before taking possession. ● An *interesse termini* is not an estate; it is an interest for the term. It gives the lessee a claim against any person who prevents the lessee from entering or accepting delivery of the property.

interest, *n.* **1.** Advantage or profit, esp. of a financial nature <conflict of interest>. **2.** A legal share in something; all or part of a legal or equitable claim to or right in property <right, title, and interest>.

absolute interest. An interest that is not subject to any condition.

contingent interest. An interest that the holder may enjoy only upon the occurrence of a condition precedent.

controlling interest. Sufficient ownership of stock in a company to control policy and management; esp., a greater-than-50% ownership interest in an enterprise.

direct interest. A certain, absolute interest <the juror was disqualified because she had a direct interest in the lawsuit>.

entire interest. A whole interest or right, without diminution. See FEE SIMPLE.

equitable interest. An interest held by virtue of an equitable title or claimed on equitable grounds, such as the interest held by a trust beneficiary.

expectation interest. The interest of a non-breaching party in receiving a benefit that would have resulted if the contract had been performed. See *expectation damages* under DAMAGES; BENEFIT-OF-THE-BARGAIN RULE.

future interest. See FUTURE INTEREST.

inalienable interest. An interest that cannot be sold or traded.

inchoate interest. A property interest that has not yet vested.

insurable interest. A legal interest in another person’s life or health or in the protection of property from injury, loss, destruction, or pecuniary damage. ● To take out an insurance policy, a potential insured must have an insurable interest. If a policy does not have an insurable interest as its basis, it will usually be considered a form of wagering and thus be held unenforceable. See *wager policy* under INSURANCE POLICY.

junior interest. An interest that is subordinate to a senior interest.

legal interest. An interest recognized by law, such as legal title.

possessory interest. See POSSESSORY INTEREST.

present interest. A property interest in which the privilege of possession or enjoyment is present and not merely future; an interest entitling the holder to immediate possession. — Also termed *present estate*. Cf. FUTURE INTEREST.

proprietary interest. The interest held by a property owner together with all appurtenant rights, such as a stockholder’s right to vote the shares.

reliance interest. The interest a nonbreaching party has in recovering costs stemming from that party’s reliance on the performance of the contract.

senior interest. An interest that takes precedence over others; esp., a debt security or preferred share that has a higher claim on a corporation’s assets and earnings than that of a junior obligation or common share.

terminable interest. See TERMINABLE INTEREST.

vested interest. An interest the right to the enjoyment of which, either present or future, is not subject to the happening of a condition precedent.

3. The compensation fixed by agreement or allowed by law for the use or detention of money, or for the loss of money by one who is entitled to its use; esp., the amount owed to a lender in return for the use of borrowed money. — Also termed *finance charge*. See USURY.

accrued interest. Interest that is earned but not yet paid, such as interest that accrues on real estate and that will be paid when the

property is sold if, in the meantime, the rental income does not cover the mortgage payments.

add-on interest. Interest that is computed on the original face amount of a loan and that remains the same even as the principal declines. • A \$10,000 loan with add-on interest at 8% payable over three years would require equal annual interest payments of \$800 for three years, regardless of the unpaid principal amount. With add-on interest, the effective rate of interest is typically about twice the stated add-on interest rate. In the example just cited, then, the effective rate of interest would be about 16%. — Also termed *block interest*. See *add-on loan* under LOAN.

Boston interest. Interest computed by using a 30-day month rather than the exact number of days in the month. — Also termed *New York interest*.

compound interest. Interest paid on both the principal and the previously accumulated interest. Cf. *simple interest*.

conventional interest. Interest at a rate agreed to by the parties themselves, as distinguished from that prescribed by law. Cf. *interest as damages*.

discount interest. The interest that accrues on a discounted investment instrument (such as a government bond) as it matures. • The investor receives the interest when the instrument is redeemed.

gross interest. A borrower's interest payment that includes administrative, service, and insurance charges.

imputed interest. Interest income that the IRS attributes to a lender regardless of whether the lender actually receives interest from the borrower. • This is common esp. in loans between family members.

interest as damages. Interest allowed by law in the absence of a promise to pay it, as compensation for a delay in paying a fixed sum or a delay in assessing and paying damages. Cf. *conventional interest*.

New York interest. See *Boston interest*.

prepaid interest. Interest paid before it is earned.

qualified residence interest. *Tax.* Interest paid on debt that is secured by one's home and that was incurred to purchase, build, improve, or refinance the home. • This type of interest is deductible from adjusted gross income.

simple interest. Interest paid on the principal only and not on accumulated interest. •

Interest on Lawyers' Trust Accounts

Interest accrues only on the principal balance regardless of how often interest is paid. — Also termed *straight-line interest*. Cf. *compound interest*.

straight-line interest. See *simple interest*.

unearned interest. Interest received by a financial institution before it is earned.

interest-analysis technique. *Conflict of laws.* A method of resolving choice-of-law questions by reviewing a state's laws and the state's interests in enforcing those laws to determine whether that state's laws or those of another state should apply. — Also termed *governmental-interest-analysis technique*.

"Professor Brainerd Currie gets the major credit for developing the interest analysis, or governmental interest analysis, technique. Interest analysis requires an examination into competing laws to determine their underlying policies and the strength of the relative interests the competing sovereigns have in the application of their respective laws in the particular situation. The facts will vary and the strength of the relevant policies will wax and wane accordingly." David D. Siegel, *Conflicts in a Nutshell* 237 (2d ed. 1994).

interest arbitration. See ARBITRATION.

interest as damages. See INTEREST (3).

interest bond. See BOND (3).

interest-coverage ratio. The ratio between a company's pretax earnings and the annual interest payable on bonds and loans.

interested party. See PARTY (2).

interested person. See PERSON.

interested witness. See WITNESS.

interest-equalization tax. See TAX.

interest factor. *Insurance.* In life-insurance ratemaking, an estimate of the interest or rate of return that the insurer will earn on premium payments over the life of a policy. • The interest factor is one element that a life insurer uses to calculate premium rates. See PREMIUM RATE; *gross premium* (1) under PREMIUM (1). Cf. MORTALITY FACTOR; RISK FACTOR.

interest-free loan. See LOAN.

Interest on Lawyers' Trust Accounts. A program that allows a lawyer or law firm to deposit a client's retained funds into an interest-

bearing account that designates the interest payments to charitable, law-related purposes, such as providing legal aid to the poor. • Almost all states have either a voluntary or mandatory IOLTA program. — Abbr. IOLTA.

interest-only mortgage. See MORTGAGE.

interest policy. See INSURANCE POLICY.

interest rate. The percentage that a borrower of money must pay to the lender in return for the use of the money, usu. expressed as a percentage of the principal payable for a one-year period. — Often shortened to *rate*. — Also termed *rate of interest*.

annual percentage rate. The actual cost of borrowing money, expressed in the form of an annualized interest rate. — Abbr. APR.

bank rate. The rate of interest at which the Federal Reserve lends funds to member banks.

contract rate. The interest rate printed on the face of a bond certificate.

coupon rate. The specific interest rate for a coupon bond. — Also termed *coupon interest rate*. See *coupon bond* under BOND (1).

discount rate. 1. The interest rate at which a member bank may borrow money from the Federal Reserve. • This rate controls the supply of money available to banks for lending. Cf. *rediscount rate*. 2. The percentage of a commercial paper's face value paid by an issuer who sells the instrument to a financial institution. 3. The interest rate used in calculating present value.

effective rate. The actual annual interest rate, which incorporates compounding when calculating interest, rather than the stated rate or coupon rate.

face rate. See *nominal rate*.

floating rate. A varying interest rate that is tied to a financial index such as the prime rate.

illegal rate. An interest rate higher than the rate allowed by law. See USURY.

legal rate. 1. The interest rate imposed as a matter of law when none is provided by contract. 2. The maximum interest rate, set by statute, that may be charged on a loan. See USURY.

lock rate. A mortgage-application interest rate that is established and guaranteed for a specified period. — Also termed *locked-in rate*.

nominal rate. The interest rate stated in a loan agreement or on a bond, with no adjustment made for inflation. — Also termed *coupon rate*; *face rate*; *stated rate*.

prime rate. The interest rate that a commercial bank holds out as its lowest rate for a short-term loan to its most creditworthy borrowers, usu. large corporations. • This rate, which can vary slightly from bank to bank, often dictates other interest rates for various personal and commercial loans. — Often shortened to *prime*. — Also termed *prime lending rate*.

real rate. An interest rate that has been adjusted for inflation over time.

rediscount rate. The interest rate at which a member bank may borrow from the Federal Reserve on a loan secured by commercial paper that has already been resold by the bank.

stated rate. See *nominal rate*.

variable rate. An interest rate that varies at preset intervals in relation to the current market rate (usu. the prime rate).

interest-rate swap. An agreement to exchange interest receipts or interest-payment obligations, usu. to adjust one's risk exposure, to speculate on interest-rate changes, or to convert an instrument or obligation from a fixed to a floating rate — or from a floating to a fixed rate. • The parties to such an agreement are termed "counterparties."

plain-vanilla swap. A typical interest-rate swap that involves one counterparty's paying a fixed interest rate while the other assumes a floating interest rate based on the amount of the principal of the underlying debt. • The underlying debt, called the "notional" amount of the swap, does not change hands — only the interest payments are exchanged.

interest unity. See *unity of interest* under UNITY.

interest warrant. See WARRANT (2).

interference, n. 1. The act of meddling in another's affairs. 2. An obstruction or hindrance. 3. *Patents.* An administrative proceeding in the U.S. Patent and Trademark Office to determine which applicant is entitled to the patent when two or more applicants claim the same invention. • This proceeding occurs when the same invention is claimed (1) in two pending applications, or (2) in one pending application and a

patent issued within a year of the pending application's filing date. — **interfere**, *vb.*

interference with a business relationship.

See TORTIOUS INTERFERENCE WITH PROSPECTIVE ADVANTAGE.

interference with a contractual relationship.

See TORTIOUS INTERFERENCE WITH CONTRACTUAL RELATIONS.

intergovernmental immunity.

See IMMUNITY (1).

intergovernmental-immunity doctrine. *Constitutional law.* The principle that both the federal government and the states are independent sovereigns, and that neither sovereign may intrude on the other in certain political spheres. Cf. PREEMPTION.

interim, *adj.* Done, made, or occurring for an intervening time; temporary or provisional <an interim director>.

interim bond. See BOND (2).

interim committitur (in-tə-rim kə-mit-ə-tər). [Latin "in the meantime, let him be committed"] A court order directing that a defendant be incarcerated pending further action.

interim curator. See CURATOR (2).

interim financing. See FINANCING.

interim measure of protection. *Int'l law.* An international tribunal's act to prevent a litigant from prejudicing the final outcome of a lawsuit by arbitrary action before a judgment has been reached.

interim-occupancy agreement. A contract governing an arrangement (called a *leaseback*) whereby the seller rents back property from the buyer. See LEASEBACK.

interim order. See ORDER (2).

interim receipt. The written acknowledgment of a premium paid on an insurance policy that is pending final approval.

interim relief. See RELIEF.

interim statement. *Accounting.* A periodic financial report issued during the fiscal year

(usu. quarterly) that indicates the company's current performance. • The SEC requires the company to file such a statement if it is distributed to the company's shareholders. — Also termed *interim report*.

interim trustee. See TRUSTEE (2).

interim zoning. See ZONING.

interinsurance. See *reciprocal insurance* under INSURANCE.

interinsurance exchange. See RECIPROCAL EXCHANGE.

Interior Department. See DEPARTMENT OF THE INTERIOR.

interlineation (in-tər-lin-ee-ay-shən), *n.* **1.** The act of writing something between the lines of an earlier writing. **2.** Something written between the lines of an earlier writing. — **interline**, *vb.* Cf. INTERPOLATION.

interlining. A carrier's practice of transferring a shipment to another carrier to reach a destination not served by the transferring carrier.

interlocking confessions. See CONFESSION.

interlocking director. See DIRECTOR.

interlocutor (in-tər-lok-yə-tər). *Scots law.* A nonfinal judicial order disposing of any part of a case.

interlocutory (in-tər-lok-yə-tər-ee), *adj.* (Of an order, judgment, appeal, etc.) interim or temporary, not constituting a final resolution of the whole controversy.

interlocutory appeal. See APPEAL.

Interlocutory Appeals Act. A federal statute, enacted in 1958, that grants discretion to a U.S. court of appeals to review an interlocutory order in a civil case if the trial judge states in writing that the order involves a controlling question of law on which there is substantial ground for difference of opinion, and that an immediate appeal from the order may materially advance the termination of the litigation. 28 USCA § 1292(b).

interlocutory decision. See *interlocutory order* under ORDER (2).

interlocutory decree. See *interlocutory judgment* under JUDGMENT.

interlocutory injunction. See *preliminary injunction* under INJUNCTION.

interlocutory judgment. See JUDGMENT.

interlocutory order. See ORDER (2).

interloper, n. 1. One who interferes without justification. 2. One who trades illegally. — **interlope, vb.**

intermeddler. See OFFICIOUS INTERMEDDLER.

intermediary (in-tər-mee-dee-er-ee), *n.* A mediator or go-between; a third-party negotiator. — **intermediate** (in-tər-mee-dee-ayt), *vb.* Cf. FINDER.

informed intermediary. *Products liability.* A person who is in the chain of distribution from the manufacturer to the consumer and who knows the risks of the product. — Also termed *learned intermediary*.

intermediary bank. See BANK.

intermediate account. See ACCOUNT.

intermediate court. See COURT.

intermediate order. See *interlocutory order* under ORDER (2).

intermediate scrutiny. *Constitutional law.* A standard lying between the extremes of rational-basis review and strict scrutiny. • Under the standard, if a statute contains a quasi-suspect classification (such as gender or legitimacy), the classification must be substantially related to the achievement of an important governmental objective. — Also termed *middle-level scrutiny*; *mid-level scrutiny*; *heightened scrutiny*. Cf. STRICT SCRUTINY; RATIONAL-BASIS TEST.

intermediation. 1. Any process involving an intermediary. 2. The placing of funds with a financial intermediary that reinvests the funds, such as a bank that lends the funds to others or a mutual fund that invests the funds in stocks, bonds, or other instruments.

in terminis terminantibus (in tər-mə-nis tər-mə-nan-ti-bəs), *adv. & adj.* [Law Latin] In terms of determination; in express or determinate terms.

intermittent easement. See EASEMENT.

intermittent sentence. See SENTENCE.

intermixture of goods. See CONFUSION OF GOODS.

intern, n. An advanced student or recent graduate who is apprenticing to gain practical experience before entering a specific profession. — **internship, n.** See CLERK (4).

intern, vb. 1. To segregate and confine a person or group, esp. those suspected of hostile sympathies in time of war. See INTERNMENT. 2. To work in an internship.

internal act. See ACT (2).

internal-affairs doctrine. *Conflict of laws.* The rule that in disputes involving a corporation and its relationships with its shareholders, directors, officers, or agents, the law to be applied is the law of the state of incorporation.

internal affairs of a foreign corporation. *Conflict of laws.* Matters that involve only the inner workings of a corporation, such as dividend declarations and the selection of officers.

“The old statement that a court will not hear cases involving the internal affairs of a foreign corporation has been practically dropped from the law today, and the result when appropriate is achieved under the forum non conveniens rule. Modern courts recognize their jurisdiction to entertain such suits, and insist only upon a discretionary power to refuse to exercise the existent jurisdiction when the facts make it both feasible and more desirable for the case to be heard by a court of the state of incorporation.” Robert A. Leflar, *American Conflicts Law* § 255, at 512–13 (3d ed. 1977).

internal audit. See AUDIT.

internal financing. See FINANCING.

internal law. See LAW.

internal rate of return. See RATE OF RETURN.

internal revenue. Governmental revenue derived from domestic taxes rather than from customs or import duties. — Also termed (outside the United States) *inland revenue*.

Internal Revenue Code. Title 26 of the U.S. Code, containing all current federal tax laws. — Abbr. IRC. — Also termed *tax law*.

Internal Revenue Service. The branch of the U.S. Treasury Department responsible for administering the Internal Revenue Code and providing taxpayer education. — Abbr. IRS.

internal security. The field of law dealing with measures taken to protect a country from subversive activities.

internal-security act. A statute illegalizing and controlling subversive activities of organizations whose purpose is believed to be to overthrow or disrupt the government. ● In the United States, many provisions in such statutes have been declared unconstitutional. One such law was repealed in 1993. See 50 USCA § 781.

internal sovereignty. See SOVEREIGNTY.

internal waters. Any natural or artificial body or stream of water within the territorial limits of a country, such as a bay, gulf, river mouth, creek, harbor, port, lake, or canal.

“Waters on the landward side of the baseline of the territorial sea form part of the internal waters of a State.” Geneva Convention on the Territorial Sea and the Contiguous Zone, Apr. 29, 1958, art. 5, ¶ 1.

international administrative law. See ADMINISTRATIVE LAW.

international agreement. A treaty or other contract between different countries, such as GATT or NAFTA. See GENERAL AGREEMENT ON TARIFFS AND TRADE; NORTH AMERICAN FREE TRADE AGREEMENT.

“Though international agreements are known by a variety of titles, such as treaties, conventions, pacts, acts, declarations, protocols, accords, arrangements, concordats, and *modi vivendi*, none of these terms has an absolutely fixed meaning. The more formal political agreements, however, are usually called *treaties* or *conventions*.” Oscar Svarlien, *An Introduction to the Law of Nations* 261 (1955).

International Bank for Reconstruction and Development. See WORLD BANK.

international bill of exchange. See *foreign draft* under DRAFT.

international control. *Int'l law.* The supervision over countries and their subdivisions for the purpose of ensuring the conformity of their conduct with international law.

“[S]upervision is exercised increasingly not only over the conduct of governmental and intergovernmental institutions, but also over the acts and omissions of individuals to establish their conformity with requirements of public

international law. Yet even where supranational entities, notably the European Communities, exercise international control over the conduct of individuals and corporate bodies, generally the supervision is destined to verify or secure conformity of governmental measures with relevant rules of law.” Hugo J. Hahn, “International Controls,” in 2 *Encyclopedia of Public International Law* 1079–80 (1995).

International Court of Justice. The 15-member U.N. tribunal that sits primarily at The Hague, Netherlands, to adjudicate disputes between countries that voluntarily submit cases for decision. ● Appeal from the court lies only with the U.N. Security Council. — Abbr. ICJ. — Also termed *World Court*.

international crime. *Int'l law.* A crime against international law, occurring when three conditions are satisfied: (1) the criminal norm must derive either from a treaty concluded under international law or from customary international law, and must have direct binding force on individuals without intermediate provisions of municipal law, (2) the provision must be made for the prosecution of acts penalized by international law in accordance with the principle of universal jurisdiction, so that the international character of the crime might show in the mode of prosecution itself (e.g., before the International Criminal Court), and (3) a treaty establishing liability for the act must bind the great majority of countries.

International Criminal Court. A court that was established by the U.N. Security Council to adjudicate international crimes such as terrorism. ● The court was repeatedly proposed and discussed throughout the 20th century, but was established only in 1998. In the absence of any international criminal code, the court applies general principles of international criminal law. — Abbr. ICC.

International Criminal Police Organization. An international law-enforcement group founded in 1923 and headquartered in Lyons, France. ● The organization gathers and shares information on transnational criminals with more than 180 member nations. — Also termed *Interpol*.

international economic law. International law relating to investment, economic relations, economic development, economic institutions, and regional economic integration.

international enclave. See ENCLAVE.

international extradition. See EXTRADITION.

internationalization. The act or process of bringing a territory of one country under the protection or control of another or of several countries.

“[T]he concept of internationalization is characterized by three elements: the abolition or limitation of the sovereignty of a specific State; the serving of community interests or at least the interests of a group of States; and the establishment of an international institutional framework, not necessarily involving an international organization.” Rüdiger Wolfrum, “Internationalization,” in 2 *Encyclopedia of Public International Law* 1395 (1995).

international jurisdiction. See JURISDICTION.

international law. The legal principles governing the relationships between nations; more modernly, the law of international relations, embracing not only nations but also such participants as international organizations, multinational corporations, nongovernmental organizations, and even individuals (such as those who invoke their human rights or commit war crimes). — Also termed *public international law*; *law of nations*; *law of nature and nations*; *jus gentium*; *jus gentium publicum*; *jus inter gentes*; *foreign-relations law*; *interstate law*; *law between states* (the word *state*, in the latter two phrases, being equivalent to *nation* or *country*). Cf. TRANSNATIONAL LAW.

“Convenient . . . as is on many accounts the phrase ‘International Law,’ to express those rules of conduct in accordance with which, either in consequence of their express consent, or in pursuance of the usage of the civilized world, nations are expected to act, it is impossible to regard these rules as being in reality anything more than the moral code of nations. . . . ‘International law,’ so far as its doctrines have been generally received, is decisive of all questions which arise between one State and another.” Thomas E. Holland, *The Elements of Jurisprudence* 134–35, 392–93 (13th ed. 1924).

“[I]nternational law or the law of nations must be defined as law applicable to states in their mutual relations and to individuals in their relations with states. International law may also, under this hypothesis, be applicable to certain interrelationships of individuals themselves, where such interrelationships involve matters of international concern.” Philip C. Jessup, *A Modern Law of Nations* 17 (1949).

customary international law. International law that derives from customary law and serves to supplement codified norms.

private international law. International conflict of laws. • Legal scholars frequently lament the name “private international law” because it misleadingly suggests a body of law somehow parallel to public international law, when in fact it is merely a part of each legal system’s private law. — Also termed *interna-*

tional private law; *jus gentium privatum*. See CONFLICT OF LAWS (2).

“‘International Private law,’ ‘Internationales Privatrecht,’ though a dangerously ambiguous term, is not incapable of being understood to denote the mode in which rules of private law are borrowed by the Courts of one State from those of another.” Thomas E. Holland, *The Elements of Jurisprudence* 422 (13th ed. 1924).

International Law Commission. A body created in 1948 by the United Nations for the purpose of codifying international law. • The Commission is composed of experts in international law. It sits at the European Office of the United Nations in Geneva, though its annual meetings are sometimes held elsewhere.

international legal community. 1. The collective body of countries whose mutual legal relations are based on sovereign equality. 2. More broadly, all organized entities having the capacity to take part in international legal relations. 3. An integrated organization on which a group of countries, by international treaty, confer part of their powers for amalgamated enterprise. • In this sense, the European Community is a prime example.

international legislation. *Int’l law.* 1. Lawmaking among countries or intergovernmental organizations, displaying structural and procedural characteristics that are the same as national legislation. 2. The product of any concerted effort to change international law by statute. 3. The process of trying to change international law by statute. 4. Loosely, the making of customary international law by a majority with the effect that a dissenter either is bound by the revised text or ceases to be a party to it. 5. Loosely, the adoption by international bodies of binding decisions, other than judicial and arbitral decisions, concerning specific situations or disputes.

International Monetary Fund. A U.N. agency established to stabilize international exchange rates and promote balanced trade. — Abbr. IMF.

international organization. *Int’l law.* An association of countries, established by and operated according to multilateral treaty, whose purpose is to pursue the common aims of those countries. • Examples include the World Health Organization, the International Civil Aviation Organization, and the Organization of Petroleum Exporting Countries.

international person. *Int'l law.* An actor that has a legal personality in international law; one who, being a subject of international law, enjoys rights, duties, and powers established in international law and has the ability to act on the international plane.

international private law. See *private international law* under INTERNATIONAL LAW; CONFLICT OF LAWS.

international regime. See REGIME.

international relations. 1. World politics. 2. Global political interaction primarily among sovereign nations. 3. The academic discipline devoted to studying world politics, embracing international law, international economics, and the history and art of diplomacy.

international river. *Int'l law.* A river that flows through or between two or more countries. • An international river raises the question whether each riparian state has full control of its own part of the river, or whether control is limited because the river is useful or even necessary to other states.

international seabed. The seabed and ocean floor, as well as the subsoil, lying beyond the territorial limits of nations. — Also termed *international seabed area*.

International Trade Court. See COURT OF INTERNATIONAL TRADE.

international union. See UNION.

international will. See WILL.

internecine (in-tər-nee-sin or in-tər-nee-sin or in-tər-nes-een), *adj.* 1. Deadly; characterized by mass slaughter. 2. Mutually deadly; destructive of both parties <an internecine civil war>. 3. Loosely, of or relating to conflict within a group <internecine faculty politics>.

internment (in-tərn-mənt), *n.* The government-ordered detention of people suspected of disloyalty to the government, such as the confinement of Japanese Americans during World War II. — **intern**, *vb.*

internuncio (in-tər-nən-shee-oh), *n.* [fr. Latin *internuntius*] 1. A messenger between two parties. 2. A broker who serves as agent of both parties to a transaction. — Also termed *internuncius*. 3. A papal representative at a foreign

court, ranking below a nuncio. Cf. NUNCIO. — **internuncial**, *adj.*

inter pares (in-tər pair-eez), *adv. & adj.* [Latin] Between peers; between people in an equal position.

inter partes (in-tər pahr-teez), *adv.* [Latin “between parties”] Between two or more parties; with two or more parties in a transaction. — **inter partes**, *adj.* Cf. EX PARTE.

interpellate (in-tər-pel-ayt), *vb.* 1. (Of a judge) to interrupt, with a question, a lawyer’s argument. 2. (Of a legislator) to interrupt a legislature’s calendar by bringing into question a ministerial policy, esp. in the legislature of France, Italy, or Germany.

interplea. A pleading by which a stakeholder places the disputed property into the court’s registry; the plea made by an interpleader. See INTERPLEADER.

interplead, *vb.* 1. (Of a claimant) to assert one’s own claim regarding property or an issue already before the court. 2. (Of a stakeholder) to institute an interpleader action, usu. by depositing disputed property into the court’s registry to abide the court’s decision about who is entitled to the property. Cf. IMPLEAD.

interpleader, *n.* 1. A suit to determine a right to property held by a usu. disinterested third party (called a *stakeholder*) who is in doubt about ownership and who therefore deposits the property with the court to permit interested parties to litigate ownership. • Typically, a stakeholder initiates an interpleader both to determine who should receive the property and to avoid multiple liability. Fed. R. Civ. P. 22. See STAKEHOLDER (1). Cf. IMPLEADER; INTERVENTION (1). 2. Loosely, a party who interpleads.

“Interpleader is a form of joinder open to one who does not know to which of several claimants he or she is liable, if liable at all. It permits him or her to bring the claimants into a single action, and to require them to litigate among themselves to determine which, if any, has a valid claim. Although the earliest records of a procedure similar to interpleader were at common law, it soon became an equitable rather than a legal procedure.” Charles Alan Wright, *The Law of Federal Courts* § 74, at 531 (4th ed. 1983).

Interpol (in-tər-pohl). See INTERNATIONAL CRIMINAL POLICE ORGANIZATION.

interpolation (in-tər-pə-lay-shən), *n.* The act of inserting words into a document to change or

clarify the meaning. • In a negative sense, interpolation can refer to putting extraneous or false words into a document to change its meaning. — **interpolate**, *vb.* — **interpolative**, *adj.* — **interpolator**, *n.* Cf. INTERLINEATION.

interposition, *n.* **1.** The act of submitting something (such as a pleading or motion) as a defense to an opponent's claim. **2.** *Archaic.* The action of a state, while exercising its sovereignty, in rejecting a federal mandate that it believes is unconstitutional or overreaching. • The Supreme Court has declared that interposition is an illegal defiance of constitutional authority. — **interpose**, *vb.*

interpretatio (in-tər-pri-tay-shee-oh). [Latin] *Roman law.* An opinion of a Roman jurist (an interpreter of the law, not an advocate) who did not usu. appear in court. • Such an opinion was not originally binding, but by the Law of Citations (A.D. 426), the opinions of five jurists acquired binding force. See CITATIONS, LAW OF.

interpretation, *n.* **1.** The process of determining what something, esp. the law or a legal document, means; the ascertainment of meaning.

"Interpretation, as applied to written law, is the art or process of discovering and expounding the intended signification of the language used, that is, the meaning which the authors of the law designed it to convey to others." Henry Campbell Black, *Handbook on the Construction and Interpretation of the Laws* 1 (1896).

"There is more to interpretation in general than the discovery of the meaning attached by the author to his words. Even if, in a particular case, that meaning is discoverable with a high degree of certitude from external sources, the question whether it has been adequately expressed remains." Rupert Cross, *Statutory Interpretation* 149 (1976).

administrative interpretation. An interpretation given to a law or regulation by an administrative agency.

authentic interpretation. Interpretation arrived at by asking the drafter or drafting body what the intended meaning was.

"The procedure of referring the doubtful statute to its author has acquired a name in the literature of jurisprudence. It is called 'authentic interpretation.' ... [Although] this device has been tried in ... recent times in certain European countries, ... [it] has always failed, and no thoughtful adviser would recommend it to any government today." Lon L. Fuller, *Anatomy of the Law* 29-30 (1968).

customary interpretation. Interpretation based on earlier rulings on the same subject.

extensive interpretation. A liberal interpretation that applies a statutory provision to a case not falling within its literal words.

grammatical interpretation. Interpretation that is based exclusively on the words themselves.

liberal interpretation. Interpretation according to what the reader believes the author reasonably intended, even if, through inadvertence, the author failed to think of it.

limited interpretation. See *restrictive interpretation*.

logical interpretation. Interpretation that departs from the literal words on the ground that there may be other, more satisfactory evidence of the author's true intention.

restrictive interpretation. An interpretation that is bound by a principle or principles existing outside the interpreted text. — Also termed *restricted interpretation*; *limited interpretation*; *interpretatio limitata*. Cf. *unrestrictive interpretation*.

strict interpretation. Interpretation according to what the reader believes the author must have been thinking at the time of the writing, and no more. • Typically, this type of reading gives a text a narrow meaning.

unrestrictive interpretation. Interpretation in good faith, without reference to any specific principle. Cf. *restrictive interpretation*.

2. The understanding one has about the meaning of something. **3.** A translation, esp. oral, from one language to another. **4.** CHARACTERIZATION. — **interpret**, *vb.* — **interpretative**, *adj.* See CONSTRUCTION (2).

interpretation clause. A legislative or contractual provision giving the meaning of words frequently used or explaining how the document as a whole is to be construed.

interpretative rule. *Administrative law.* **1.** The requirement that an administrative agency explain the statutes under which it operates. **2.** An administrative rule explaining an agency's interpretation of a statute. — Also termed *interpretive rule*. Cf. LEGISLATIVE RULE.

interpreted testimony. See TESTIMONY.

interpreter. A person who translates, esp. orally, from one language to another; esp., a person who is sworn at a trial to accurately translate the testimony of a witness who is deaf or who speaks a foreign language.

interpretive rule. See INTERPRETATIVE RULE.

interpretivism. A doctrine of constitutional interpretation holding that judges must follow norms or values expressly stated or implied in the language of the Constitution. Cf. NONINTERPRETIVISM; ORIGINALISM.

"A long-standing dispute in constitutional theory has gone under different names at different times, but today's terminology seems as helpful as any. Today we are likely to call the contending sides 'interpretivism' and 'noninterpretivism' — the former indicating that judges deciding constitutional issues should confine themselves to enforcing norms that are stated or clearly implicit in the written Constitution, the latter the contrary view that courts should go beyond that set of references and enforce norms that cannot be discovered within the four corners of the instrument." John Hart Ely, *Democracy and Distrust* 1 (1980).

inter quattuor parietes (in-tər kwah-too-ər pə-ri-ə-teez), *adv. & adj.* [Law Latin] Within the four walls.

inter regalia (in-tər ri-gay-lee-ə), *adj.* [Latin] Included in the royal powers or prerogatives; among other things belonging to the sovereign. See REGALIA.

interregnum (in-tə-reg-nəm). **1.** An interval between reigns; the time when a throne is vacant between the reign of a sovereign and the accession of a successor. **2.** *Archaic.* Authority exercised during a temporary vacancy of the throne or a suspension of the regular government. **3.** A break or pause in a continuous event.

interrogatee (in-ter-ə-gə-tee). A person who is interrogated. — Also termed *interrogee* (in-ter-ə-gee).

interrogation, n. The formal or systematic questioning of a person; esp., intensive questioning by the police, usu. of a person arrested for or suspected of committing a crime. — **interrogate, vb.** — **interrogative, adj.**

custodial interrogation. Intense police questioning of a detained person.

investigatory interrogation. Routine, nonaccusatory questioning by the police of a person who is not in custody.

interrogative question. *Civil law.* In a criminal trial, a question asked of a witness to elicit inadmissible evidence relating to the crime at issue in the case. Cf. ASSERTIVE QUESTION.

interrogator (in-ter-ə-gay-tər). One who poses questions to another.

interrogatory (in-tə-rog-ə-tor-ee), *n.* A written question (usu. in a set of questions) submitted to an opposing party in a lawsuit as part of discovery.

cross-interrogatory. An interrogatory from a party who has received a set of interrogatories.

special interrogatory. A written jury question whose answer is required to supplement a general verdict. • This term is not properly used in federal practice, which authorizes interrogatories and special verdicts, but not special interrogatories. Fed. R. Civ. P. 49. The term is properly used, however, in the courts of some states. — Also termed *special issue*.

interrogee. See INTERROGATEE.

in terrorem (in te-ror-əm), *adv. & adj.* [Latin "in order to frighten"] By way of threat; as a warning <the demand letter was sent *in terrorem*; the client has no intention of actually suing>.

in terrorem clause. A provision designed to threaten one into action or inaction; esp., a testamentary provision that threatens to dispossess any beneficiary who challenges the terms of the will. See NO-CONTEST CLAUSE.

in terrorem populi (in te-ror-əm pop-yə-li), *adv.* [Latin] *Hist.* To the terror of the people. • This phrase was necessary in an indictment for riot.

interruptio (in-tər-rəp-shee-oh). [Latin] Interruption. • This word refers to a break in the possession of land that ends a prescriptive claim.

inter rusticos (in-tər rəs-ti-kohs), *adv.* [Latin] Among the unlearned.

inter se (in-tər see or say). [Latin "between or among themselves"] (Of a right or duty) owed between the parties rather than to others. — Also termed *inter sese* (in-tər see-see).

"[T]he law of nations is, or at least includes, a branch of natural law, namely, the rules of natural justice as applicable to the relations of states *inter se*." John Salmond, *Jurisprudence* 32 (Glanville L. Williams ed., 10th ed. 1947).

intersection. A place where two roads meet or form a junction.

inter se doctrine. *Int'l law.* The now-defunct doctrine that relations between members of the

British Commonwealth were in no circumstances international and were incapable of giving rights and duties under international law.

inter sese. See INTER SE.

interspousal, adj. Between husband and wife.

interspousal immunity. See *husband-wife immunity* under IMMUNITY (2).

interstate, adj. Between two or more states or residents of different states.

interstate agreement. An agreement between states. Cf. *interstate compact* under COMPACT.

interstate commerce. See COMMERCE.

Interstate Commerce Commission. The now-defunct federal agency established by the Interstate Commerce Act in 1887 to regulate surface transportation between states by certifying carriers and pipelines and by monitoring quality and pricing. • In December 1995, when Congress eliminated this agency, the Surface Transportation Board (STB) — a three-member board that is a division of the Department of Transportation — assumed most of the agency's duties. — Abbr. ICC.

interstate compact. See COMPACT.

interstate extradition. See EXTRADITION.

interstate income-withholding order. A court order entered to enforce a support order of a court of another state by withholding income of the defaulting person.

interstate law. 1. INTERNATIONAL LAW. **2.** The rules and principles used to determine controversies between residents of different states.

interstate rendition. See RENDITION.

intersubjective zap. In critical legal studies, a so-called spontaneous moment of shared intuition. — Also termed *zap*.

intervening act. See *intervening cause* under CAUSE (1).

intervening agency. See *intervening cause* under CAUSE (1).

intervening cause. See CAUSE (1).

intervening force. See *intervening cause* under CAUSE (1).

intervenor. One who voluntarily enters a pending lawsuit because of a personal stake in it. — Also spelled *intervener*.

intervention, n. 1. The entry into a lawsuit by a third party who, despite not being named a party to the action, has a personal stake in the outcome. • The intervenor sometimes joins the plaintiff in claiming what is sought, sometimes joins the defendant in resisting what is sought, and sometimes takes a position adverse to both the plaintiff and the defendant. Cf. IMPLAIDER; INTERPLEADER. **2.** The legal procedure by which such a third party is allowed to become a party to the litigation. **3. Int'l law.** One nation's interference by force, or threat of force, in another nation's internal affairs or in questions arising between other nations. — **intervene, vb.**

"Intervention may or may not involve the use of force. It is frequently possible for a powerful state to impair the political independence of another weaker state without actually utilizing its armed forces. This result may be accomplished by lending open approval, as by the relaxation of an arms embargo, to a revolutionary group headed by individuals ready to accept the political or economic dominance of the intervening state. It may be accomplished by the withholding of recognition of a new government, combined with various forms of economic and financial pressure until the will of the stronger state prevails through the resignation or overthrow of the government disapproved." Philip C. Jessup, *A Modern Law of Nations* 172-73 (1949).

humanitarian intervention. An intervention by the international community to curb abuses of human rights within a country, even if the intervention infringes the country's sovereignty.

intervention duty. Maritime law. A shipowner's obligation to remedy hazardous working conditions for longshore workers, even though the shipowner did not create the condition, when the shipowner knows of a nonobvious condition arising in an area that cannot be avoided by the longshore workers in performing their duties. Cf. ACTIVE-OPERATIONS DUTY; TURNOVER DUTY.

inter virum et uxorem (in-tər vī-rəm et ək-sor-əm), adv. & adj. [Latin] Between husband and wife.

inter vivos (in-tər vī-vohs or vee-vohs), adj. [Latin "between the living"] Of or relating to property conveyed not by will or in contempla-

tion of an imminent death, but during the conveyer's lifetime. — *inter vivos*, *adv.*

inter vivos gift. See GIFT.

inter vivos transfer. See TRANSFER.

inter vivos trust. See TRUST.

intestabilis (in-tes-tay-bə-lis), *adj.* [Latin] *Hist.*
Disqualified from being a witness.

intestacy (in-tes-tə-see). The state or condition of a person's having died without a valid will. Cf. TESTACY.

intestate (in-tes-tayt), *adj.* **1.** Of or relating to a person who has died without a valid will <having revoked her will without making a new one, she was intestate when she died>. **2.** Of or relating to the property owned by a person who died without a valid will <an intestate estate>. **3.** Of or relating to intestacy <a spouse's intestate share>. Cf. TESTATE. **4.** *Archaic.* (Of a person) not qualified to testify <the witness could not testify after being found intestate>.

intestate, *n.* One who has died without a valid will. Cf. TESTATOR.

intestate law. The relevant statute governing succession to estates of those who die without a valid will.

intestate succession. The method used to distribute property owned by a person who dies without a valid will. — Also termed *hereditary succession*. Cf. TESTATE SUCCESSION.

intestato (in-tes-tay-toh), *adv.* [Latin] *Roman law.* (Of a succession) without a will.

intestatus (in-tes-tay-təs). [Latin] *Roman law.*
An intestate; a person who dies without a will.
• This term had the same meaning in early English law.

in testimonium (in tes-tə-moh-nee-əm), *adv.* & *adj.* [Latin] In witness; in evidence of which. • This phrase sometimes opens attestation clauses.

in the course of employment. *Workers' compensation.* (Of an accident) having happened to an on-the-job employee within the scope of employment.

intimidation, *n.* Unlawful coercion; extortion. • In England, intimidation was established as a tort in the 1964 case of *Rookes v. Barnard*, 1964 App. Cos. 1129 (P.C. 1964) (appeal taken from B.C.). — *intimidate*, *vb.* — *intimidatory*, *adj.* — *intimidator*, *n.*

"The wrong of intimidation includes all those cases in which harm is inflicted by the use of unlawful threats whereby the lawful liberty of others to do as they please is interfered with. This wrong is of two distinct kinds, for the liberty of action so interfered with may be either that of the plaintiff himself, or that of other persons with resulting damage to the plaintiff." R.F.V. Heuston, *Salmond on the Law of Torts* 364 (17th ed. 1977).

intitle, *vb.* *Archaic.* See ENTITLE.

in toto (in toh-toh), *adv.* [Latin "in whole"]
Completely; as a whole <the company rejected the offer *in toto*>.

intoxicant, *n.* A substance (esp. liquor) that deprives a person of the ordinary use of the senses or of reason.

intoxication, *n.* A diminished ability to act with full mental and physical capabilities because of alcohol or drug consumption; drunkenness. — *intoxicate*, *vb.*

culpable intoxication. See *voluntary intoxication*.

involuntary intoxication. The ingestion of alcohol or drugs against one's will or without one's knowledge. • Involuntary intoxication is an affirmative defense to a criminal or negligence charge.

pathological intoxication. An extremely exaggerated response to an intoxicant. • This may be treated as involuntary intoxication if it is unforeseeable.

public intoxication. The appearance of a person who is under the influence of drugs or alcohol in a place open to the general public. • In most American jurisdictions, public intoxication is considered a misdemeanor, and in some states, alcoholism is a defense if the offender agrees to attend a treatment program.

self-induced intoxication. See *voluntary intoxication*.

voluntary intoxication. A willing ingestion of alcohol or drugs to the point of impairment done with the knowledge that one's physical and mental capabilities would be impaired. • Voluntary intoxication is not a defense to a general-intent crime, but may be admitted to refute the existence of a particular state of mind for a specific-intent crime. — Also

termed *culpable intoxication*; *self-induced intoxication*.

intoxilyzer (in-tok-si-lī-zər). See BREATHALYZER.

intoximeter (in-tok-sim-ə-tər). See BREATHALYZER.

intra (in-trə), *adv.* & *adj.* [Latin] Within. Cf. INFRA.

“The use of *infra* (below) in the sense and place of *intra* (within) is a corruption of very ancient date. . . . The expression ‘under age’ (the correct literal translation of *infra aetatem*) indeed, is of more common occurrence than ‘within age.’ But the use of *infra* in the sense of *intra*, as expressive of *place*, is an undoubted barbarism.” 2 Alexander M. Burrill, *A Law Dictionary and Glossary* 75 (2d ed. 1867).

intra anni spatium (in-trə an-ī spay-shee-əm), *adv.* & *adj.* [Latin] Within the space of a year.

intraday (in-trə-day), *adj.* Occurring within a single day.

intra-enterprise conspiracy. See CONSPIRACY.

intra fidem (in-trə fī-dəm), *adj.* [Latin] Within belief; credible.

intragovernmental, *adj.* Within a government; between a single government’s departments or officials.

intraliminal right (in-trə-lim-ə-nəl). *Mining law*. The privilege to mine ore in areas within the boundaries of a mineral claim. ● In contrast to an extralateral right, an intraliminal right does not give the holder the right to mine a vein of ore outside the lease even if the vein lies mostly within the lease. Cf. APEX RULE.

intra luctus tempus (in-trə lək-təs tem-pəs), *adv.* & *adj.* [Latin] Within the time of mourning.

intra maenia (in-trə mee-nee-ə), *adv.* & *adj.* [Latin] *Hist.* Within the walls (of a house). ● This term was used most commonly in reference to domestic servants.

intransitive covenant. See COVENANT (1).

in transitu (in tran-si-t[y]oo or tranz-i-t[y]oo). [Latin “in transit; on the journey”] *Archaic*. Being conveyed from one place to another.

intra parietes (in-trə pə-rī-ə-teez), *adv.* [Latin] Within one’s own walls (i.e., in private). ● This phrase was formerly used most commonly in reference to matters settled out of court.

intra quattuor maria (in-tər kwah-too-ər mar-ee-ə), *adv.* & *adj.* [Latin] Within the four seas.

intrastate commerce. See COMMERCE.

intra trajetum (in-trə trə-jek-təm), *adv.* & *adj.* [Latin] In the passage over; on the voyage over. — Also spelled *in traiectu*.

intra vires (in-trə vi-reez), *adj.* [Latin “within the powers (of)”] Of or referring to an action taken within a corporation’s or person’s scope of authority <calling a shareholders’ meeting is an *intra vires* function of the board of directors>. — **intra vires**, *adv.* Cf. ULTRA VIRES.

intrinsec service (in-trin-zik or -sik). *Hist.* The feudal services owed by a tenant to an immediate lord; the services arising from an agreement between the tenant and the lord. — Also termed *intrinsecum servitium* (in-trin-si-kəm sər-vish-ee-əm).

intrinsic (in-trin-zik or -sik), *adj.* Belonging to a thing by its very nature; not dependent on external circumstances; inherent; essential.

intrinsic ambiguity. See *patent ambiguity* under AMBIGUITY.

intrinsic evidence. See EVIDENCE.

intrinsic fraud. See FRAUD.

intrinsic value. See VALUE.

introduce into evidence. To have (a fact or object) admitted into the trial record, allowing it to be considered in the jury’s or the court’s decision.

introducta (in-trə-dək-tə). [Latin] *Roman law*. Personal property brought into a leased apartment by the tenant. ● The lessor held a tacit mortgage over *introducta* to ensure payment of rent. Cf. INVECTA ET ILLATA.

introductory clause. The first paragraph of a contract, which typically begins with words such as “This Agreement is made on [date] between [parties’ names].” — Also termed *commencement*; *exordium*.

intromission (in-trə-mish-ən). **1.** The transactions of an employee or agent with funds provided by an employer or principal; loosely, dealing in the funds of another. **2.** *Scots law.* An intermeddling with the affairs or property of another; the possession of another's property, with or without legal authority.

legal intromission. An authorized intromission, such as a creditor's enforcement of a debt.

necessary intromission. The intromission occurring when a spouse continues in possession of the deceased spouse's goods, for preservation.

vicious intromission (vish-əs). An heir's unauthorized dealing with the personal property of a deceased person. — Also spelled *vitious intromission*.

"The effect of vicious intromission is to render the heir who is guilty of it liable, under the passive title of vitious intromission, for the debts of the ancestor universally — the severity of this passive title being intended to prevent the carrying off of moveables, which are, from their nature, so liable to embezzlement." William Bell, *Bell's Dictionary and Digest of the Law of Scotland* 521 (George Watson ed., 1882).

3. Penile penetration into the vagina.

intrusion, *n.* **1.** A person's entering without permission. See TRESPASS. **2.** In an action for invasion of privacy, a highly offensive invasion of another person's seclusion or private life. — **intrude**, *vb.* — **intrusive**, *adj.* — **intruder**, *n.*

intrust, *vb.* *Archaic.* See ENTRUST.

inundate. To overflow or overwhelm; esp., to flood with water.

inure (in-yoor), *vb.* **1.** To take effect; to come into use <the settlement proceeds must inure to the benefit of the widow and children>. **2.** To make accustomed to something unpleasant; to habituate <abused children become inured to violence>. — Also spelled *enure*. — **inurement**, *n.*

inurement. A benefit; something that is useful or beneficial <a taxable inurement to the benefit of a private person>.

in utero (in yoo-tə-roh). [Latin "in the uterus"] In the womb; during gestation or before birth <child *in utero*>.

in utroque jure (in yuu-troh-kwee joor-ee), *adv. & adj.* [Latin] In both laws — that is, civil law and canon law.

invadiare (in-vay-dee-air-ee), *vb.* [Law Latin] *Hist.* To pledge or mortgage land.

invadiatio (in-vay-dee-ay-shee-oh). [Law Latin] *Hist.* A pledge or mortgage. Cf. VADIATIO.

invadiatus (in-vay-dee-ay-təs). [Law Latin] *Hist.* A person who is under a pledge.

invalid (in-val-id), *adj.* **1.** Not legally binding <an invalid contract>. **2.** Without basis in fact <invalid allegations>.

invalid (in-və-lid), *n.* A person who, because of serious illness or other disability, lacks the physical or mental capability of managing one's day-to-day life.

invalid agreement. See *invalid contract* under CONTRACT.

invalid contract. See CONTRACT.

invalid will. See WILL.

invasion. **1.** A hostile or forcible encroachment on the rights of another. **2.** The incursion of an army for conquest or plunder. **3.** *Trusts.* A withdrawal from principal. • In the third sense, the term is used as a metaphor.

invasion of privacy. An unjustified exploitation of one's personality or intrusion into one's personal activity, actionable under tort law and sometimes under constitutional law. • The four types of invasion of privacy in tort are (1) an appropriation, for one's benefit, of another's name or likeness, (2) an offensive, intentional interference with a person's seclusion or private affairs, (3) the public disclosure, of an objectionable nature, of private information about another, and (4) the use of publicity to place another in a false light in the public eye. See RIGHT OF PRIVACY.

invecta et illata (in-vek-tə et i-lay-tə). [Latin "(things) carried in and (things) brought in"] *Roman law.* Goods brought onto a rural or urban leasehold by the lessee. • The lessor held a tacit mortgage over the goods to ensure payment of rent. Cf. INTRODUCTA.

inveigle (in-vay-gal), *vb.* To lure or entice through deceit or insincerity <she blamed her friend for inveigling her into the investment>. — **inveiglement**, *n.*

invent, *vb.* To create (something) for the first time.

invented consideration. See CONSIDERATION.

inventio (in-ven-shee-oh). [Latin] **1.** *Roman law.* A thing found; a finding. • The finder of treasure either acquired title to the property or shared it with the landowner on whose land it was found. **2.** TREASURE TROVE. Pl. **inventiones.**

invention, *n.* **1.** A patentable device or process created through independent effort and characterized by an extraordinary degree of skill or ingenuity; a newly discovered art or operation. • *Invention* embraces the concept of nonobviousness. **2.** The act or process of creating such a device or process. **3.** Generally, anything that is created or devised. — **invent**, *vb.*

“An ‘invention’ is any art, machine, manufacture, design, or composition of matter, or any new and useful improvement thereof, or any variety of plant, which is or may be patentable under the patent laws. [37 CFR § 501.3(d).]” 60 Am. Jur. 2d *Patents* § 894, at 601 n.98 (1987).

inventory, *n.* **1.** A detailed list of assets <make an inventory of the estate>. **2.** *Accounting.* The portion of a financial statement reflecting the value of a business’s raw materials, works-in-progress, and finished products <the company’s reported inventory was suspiciously low>. **3.** Raw materials or goods in stock <the dealership held a sale to clear out its October inventory>. **4.** *Bankruptcy.* Personal property leased or furnished, held for sale or lease, or to be furnished under a contract for service; raw materials, work in process, or materials used or consumed in a business, including farm products such as crops or livestock <the debtor was found to have inventory that was valued at \$300,000>. — **inventory**, *vb.*

“Section 547 itself defines ‘inventory’ and ‘receivable.’ Do not use the U.C.C. definitions of these terms, or the definitions of them learned in business law classes. It is especially important to note that, for purposes of section 547, ‘inventory’ includes ‘farm products such as crops or livestock’” David G. Epstein et al., *Bankruptcy* § 6-35, at 351 (1993).

inventory fee. A probate court’s fee for services rendered to a decedent’s estate.

inventory search. See SEARCH.

inventory-turnover ratio. *Accounting.* The result of dividing the cost of goods by the average inventory. • This calculation is used to deter-

mine the effectiveness of the company’s inventory-management policy.

in ventre sa mere (in ven-tree sa mer). See EN VENTRE SA MERE.

inventus (in-ven-təs), *p.pl.* [Latin] Found. • This word appears in various phrases, such as *thesaurus inventus* (“treasure trove”) and *non est inventus* (“he is not found”).

inveritare (in-ve-rə-tair-ee), *vb.* [Law Latin] To make proof of a thing.

inverse condemnation. See CONDEMNATION.

inverse floater. See *inverse-floating-rate note* under NOTE.

inverse-floating-rate note. See NOTE (1).

inverse-order-of-alienation doctrine. The principle that if one has not collected on the mortgage or lien on a property sold off in successive parcels, one may collect first from the parcel still held by the original owner, then from the parcel sold last, then next to last, and so on until the amount has been satisfied. — Also termed *rule of marshaling liens*.

inverse zoning. See ZONING.

inverted market. See BACKWARDATION.

invest, *vb.* **1.** To supply with authority or power <the U.S. Constitution invests the President with the power to conduct foreign affairs>. **2.** To apply (money) for profit <Jillson invested her entire savings in the mutual fund>. **3.** To make an outlay of money for profit <Baird invested in stocks>. — **investor**, *n.*

investigate, *vb.* **1.** To inquire into (a matter) systematically; to make (a suspect) the subject of a criminal inquiry <the police investigated the suspect’s involvement in the murder>. **2.** To make an official inquiry <after the judge dismissed the case, the police refused to investigate further>.

investigating bureau. See CREDIT-REPORTING BUREAU.

investigating magistrate. See MAGISTRATE.

investigative detention. See DETENTION.

investigative grand jury. See GRAND JURY.

investigatory interrogation. See INTERROGATION.

investigatory power. See POWER (4).

investigatory stop. See STOP AND FRISK.

investitive fact. See FACT.

investiture (in-*ves*-tə-*chuur*). **1.** The act of formally installing a person in a ceremony in which the person is clothed in the insignia of the office's position or rank; esp., the installation of a cleric in office. **2.** LIVERY OF SEISIN.

investment. 1. An expenditure to acquire property or assets to produce revenue; a capital outlay.

fixed-dollar investment. An investment whose value is the same when sold as it was when purchased. • Examples are bonds held to maturity, certain government securities, and savings accounts.

fixed-income investment. An investment (including preferred stock) that pays a fixed dividend throughout its life and is not redeemable unless the corporation makes a special call.

net investment. 1. The net cash required to start a new project. **2.** The gross investment in capital goods less capital consumption, including depreciation.

2. The asset acquired or the sum invested. **3.** INVESTITURE (1). **4.** LIVERY OF SEISIN.

investment adviser. A person who, for pay, advises others, either directly or through publications or writings, about the value of securities or the advisability of investing in, purchasing, or selling securities, or who is in the business of issuing reports on securities. • The term generally excludes an employee of an investment adviser; a depository institution, such as a bank; lawyers, accountants, engineers, and teachers whose investment advice is solely incidental to the practice of their profession; a broker-dealer whose advice is incidental to the conduct of business and who receives no special compensation for that advice; and publishers of bona fide newspapers, newsmagazines, or business or financial publications of general, regular, or paid circulation.

Investment Advisors Act. A federal statute — administered by the Securities and Exchange

Commission — that regulates investment advisers. 15 USCA §§ 80b-1 et seq.

investment bank. See BANK.

investment banker. A person or institution that underwrites, sells, or assists in raising capital for businesses, esp. for new issues of stocks or bonds; a trader at an investment bank. See *investment bank* under BANK.

investment banking. The business of underwriting or selling securities; esp., the marketing of new stocks or bonds.

investment bill. See BILL (6).

investment company. See COMPANY.

Investment Company Act. A 1940 federal statute enacted to curb financial malpractices and abuses by regulating investment-company activities and transactions — specifically, by requiring registration of investment companies and prohibiting transactions by unregistered companies; by making certain persons ineligible as affiliated persons or underwriters; by regulating affiliations of directors, officers, and employees; by barring changes in investment policy without shareholder approval; and by regulating contracts of advisers and underwriters. 15 USCA §§ 80a-1 et seq.

investment contract. 1. A contract in which money is invested in a common enterprise with profits to come solely from the efforts of others; an agreement or transaction in which a party invests money in expectation of profits derived from the efforts of a promoter or other third party. **2.** A transaction in which an investor furnishes initial value or risk capital to an enterprise, a portion of that amount being subjected to the risks of the enterprise. • In such an arrangement, the investor typically does not receive the right to exercise control over the managerial decisions of the enterprise.

"[A]n investment contract for purposes of the Securities Act means a contract, transaction or scheme whereby a person invests his money in a common enterprise and is led to expect profits solely from the efforts of the promoter or a third party. . . . It embodies a flexible rather than a static principle, one that is capable of adaptation to meet the countless and variable schemes devised by those who seek the use of the money of others on the promise of profits." *SEC v. Howey Co.*, 328 U.S. 293, 298-99, 66 S.Ct. 1100, 1103 (1946).

guaranteed investment contract. An investment contract under which an institutional investor invests a lump sum (such as a

pension fund) with an insurer that promises to return the principal (the lump sum) and a certain amount of interest at the contract's end. — Abbr. GIC.

investment discretion. The ability of a person to (1) determine what will be purchased or sold by or for an account, (2) decide what will be purchased or sold by or for the account even though another may have the responsibility, or (3) influence the purchase or sale of securities or property in a way that, according to an administrative agency such as the Securities and Exchange Commission, should be subject to the agency's governing rules and regulations.

investment-grade bond. See BOND (3).

investment-grade rating. Any of the top four symbols (AAA, AA, A, or BAA) given to a bond after an appraisal of its quality by a securities-evaluation agency such as Moody's. • The rating indicates the degree of risk in an investment in the bond.

investment income. See *unearned income* (1) under INCOME.

investment indebtedness. *Tax.* Debt incurred by a taxpayer to acquire or carry assets that may produce income. • The Internal Revenue Code limits the amount of deductible interest on this type of debt.

investment property. Any asset purchased to produce a profit, whether from income or resale.

investment security. See SECURITY.

investment tax credit. See TAX CREDIT.

investment trust. See *investment company* under COMPANY.

investor. **1.** A buyer of a security or other property who seeks to profit from it without exhausting the principal. **2.** Broadly, a person who spends money with an expectation of earning a profit.

invidious discrimination (in-vid-ee-əs di-skrim-ə-nay-shən). See DISCRIMINATION.

in vinculis (in vīng-kyə-lis). [Latin "in chains"] In actual custody.

"The engagement of a magistrate to an accomplice, that if he will give his evidence, he will experience favor, is merely in the nature of a recommendation to mercy, for no authority is given to a justice of the peace to pardon an offender, and to tell him that he shall be a witness against others. He is not therefore assured of his pardon, but gives his evidence *in vinculis*, in custody: and it depends on his behaviour, whether he shall or shall not be admitted to mercy." 1 Joseph Chitty, *A Practical Treatise on the Criminal Law* 82-83 (2d ed. 1826).

inviolability (in-vī-ə-lə-bil-ə-tee), *n.* The quality or fact of being safe from violation.

inviolable (in-vī-ə-lə-bəl), *adj.* Safe from violation; incapable of being violated. — **inviolability**, *n.*

inviolate (in-vī-ə-lit), *adj.* Free from violation; not broken, infringed, or impaired.

in viridi observantia (in vir-ə-dī ob-zər-van-shee-ə), *adj.* [Latin "in fresh observance"] Present to the minds of people, and in full force and operation.

invisible, *adj.* *Accounting.* Not reported in a financial statement <invisible earnings>.

invitation, *n.* *Torts.* In the law of negligence, the enticement of others to enter, remain on, or use property or its structures. — **invite**, *vb.*

invitation to negotiate. A solicitation for one or more offers, usu. as a preliminary step to forming a contract. — Also termed *invitation seeking offers*; *invitation to bid*; *invitation to treat*; *solicitation for bids*; *preliminary letter*. Cf. OFFER.

invited error. See ERROR (2).

invitee (in-vī-tee). A person who has an express or implied invitation to enter or use another's premises, such as a business visitor or a member of the public to whom the premises are held open. • The occupier has a duty to inspect the premises and to warn the invitee of dangerous conditions. — Also termed *business guest*; *licensee with an interest*. Cf. LICENSEE (2); TRESPASSER.

public invitee. An invitee who is invited to enter and remain on property for a purpose for which the property is held open to the public.

inviter. One who expressly or impliedly invites another onto the premises for business purposes. — Also spelled *invitor*. Cf. INVITEE.

invitor. See INVITER.

invocation. **1.** The act of calling upon for authority or justification. **2.** The act of enforcing or using a legal right <an invocation of the contract clause>.

invoice, n. An itemized list of goods or services furnished by a seller to a buyer, usu. specifying the price and terms of sale; a bill of costs. — **invoice, vb.**

consular invoice. An invoice used to hasten the entry of goods into a country by bearing the signature of the country's consul as assurance that the shipment's contents have been preverified for quantity and value.

sales invoice. A document showing details of a purchase or sale, including price and quantity of merchandise.

invoice book. A journal into which invoices are copied.

involuntary, adj. Not resulting from a free and unrestrained choice; not subject to control by the will. — **involuntariness, n.**

“[T]he law, like everyday thought, usually confines the notion of *involuntary* to that subclass of cases which involve purely physical, physiological, or psychological movements of our limbs, like reflexes and convulsions, movements in sleep, during sleepwalking, or under hypnosis, or due to some disease of the brain, lunacy, or automatism.” Alan R. White, *Grounds of Liability* 60–61 (1985).

involuntary alienation. See ALIENATION.

involuntary bailment. See BAILMENT.

involuntary bankruptcy. See BANKRUPTCY.

involuntary confession. See CONFESSION.

involuntary conversion. See CONVERSION (2).

involuntary conveyance. See *involuntary alienation* under ALIENATION.

involuntary deposit. See DEPOSIT (6).

involuntary dismissal. See DISMISSAL (1).

involuntary dissolution. See DISSOLUTION.

involuntary euthanasia. See EUTHANASIA.

involuntary gap claim. See CLAIM (5).

involuntary intoxication. See INTOXICATION.

involuntary lien. See LIEN.

involuntary manslaughter. See MANSLAUGHTER.

involuntary payment. See PAYMENT.

involuntary petition. See PETITION.

involuntary servitude. See SERVITUDE (3).

involuntary stranding. See *accidental stranding* under STRANDING.

involuntary suretyship. See SURETYSHIP.

involuntary trust. See *constructive trust* under TRUST.

in witness whereof. The traditional beginning of the concluding clause (termed the *testimonium clause*) of a will or deed. See TESTIMONIUM CLAUSE.

IOLTA (I-ohl-tə). *abbr.* INTEREST ON LAWYERS' TRUST ACCOUNTS.

IOU (I-oh-yoo). [*abbr.* “I owe you”] **1.** A memorandum acknowledging a debt. **2.** The debt itself. — Also termed *due-bill*.

IP. *abbr.* INTELLECTUAL PROPERTY.

IPO. See *initial public offering* under OFFERING.

ipse (ip-see). [Latin “he himself”] The same; the very person.

ipse dixit (ip-see dik-sit). [Latin “he himself said it”] Something asserted but not proved <his testimony that she was a liar was nothing more than an *ipse dixit*>.

ipsissima verba (ip-sis-ə-mə vər-bə). [Latin “the very (same) words”] The exact words used by somebody being quoted <on its face, the *ipsissima verba* of the statute supports the plaintiff's position on the ownership issue>.

ipso facto (ip-soh fak-toh). [Latin “by the fact itself”] By the very nature of the situation <if 25% of all contractual litigation is caused by faulty drafting, then, *ipso facto*, the profession needs to improve its drafting skills>.

ipso facto clause. A contract clause that specifies the consequences of a party's bankruptcy. — Also termed *bankruptcy clause*.

ipso jure (ip-soh joor-ee). [Latin "by the law itself"] By the operation of the law itself <despite the parties' actions, the property will revert to the state, *ipso jure*, on May 1>.

IRA (I-ahr-ay or I-rə). *abbr.* INDIVIDUAL RETIREMENT ACCOUNT.

IRAC (I-rak). A mnemonic acronym used mostly by law students and their writing instructors, esp. as a method of answering essay questions on law exams. ● The acronym is commonly said to stand for either (1) issue, rule, application, conclusion, or (2) issue, rule, analysis, conclusion.

ira motus (I-rə moh-təs), *adj.* [Latin] Moved or excited by anger or passion. ● This term was formerly used in the plea of *son assault demesne*.

IRC. *abbr.* INTERNAL REVENUE CODE.

I.R.D. See *income in respect of a decedent* under INCOME.

ire ad largum (I-ree ad lahr-gəm), *vb.* [Latin] To go at large; i.e., to be released from judicial restraint.

iron-safe clause. A provision in a fire-insurance policy requiring the insured to preserve the books and inventory records of a business in a fireproof safe.

IRR. See *internal rate of return* under RATE OF RETURN.

irrational, *adj.* Not guided by reason or by a fair consideration of the facts <an irrational ruling>. See ARBITRARY.

irrebuttable presumption. See *conclusive presumption* under PRESUMPTION.

irreconcilable differences. Persistent and unresolvable disagreements between spouses. ● These differences may be cited — without specifics — as grounds for no-fault divorce. Cf. IRRETRIEVABLE BREAKDOWN OF THE MARRIAGE.

irrecusable, *adj.* (Of an obligation) that cannot be avoided, although made without one's con-

sent, as the obligation to not strike another without some lawful excuse. Cf. RECUSABLE.

irredeemable bond. See *annuity bond* under BOND (3).

irrefragable (i-ref-rə-gə-bəl), *adj.* Unanswerable; not to be controverted; impossible to refute <the defense feebly responded to the prosecution's irrefragable arguments>.

irregular, *adj.* Not in accordance with law, method, or usage; not regular.

irregular indorsement. See INDORSEMENT.

irregularity. 1. Something irregular; esp., an act or practice that varies from the normal conduct of an action. 2. *Eccles. law.* An impediment to clerical office.

irregular judgment. See JUDGMENT.

irregular process. See PROCESS (2).

irregular succession. See SUCCESSION (2).

irrelevance, *n.* 1. The quality or state of being inapplicable to a matter under consideration. — Also termed *irrelevancy*. 2. IRRELEVANCY.

irrelevancy, *n.* 1. Something not relevant. — Also termed *irrelevance*. 2. IRRELEVANCE.

irrelevant (i-rel-ə-vənt), *adj.* (Of evidence) having no probative value; not tending to prove or disprove a matter in issue. — **irrelevance**, *n.* Cf. IMMATERIAL.

irremediable breakdown of the marriage. See IRRETRIEVABLE BREAKDOWN OF THE MARRIAGE.

irreparable damages. See DAMAGES.

irreparable harm. See *irreparable injury* under INJURY.

irreparable injury. See INJURY.

irreparable-injury rule (i-rep-ə-rə-bəl). The principle that equitable relief (such as an injunction) is available only when no adequate legal remedy (such as monetary damages) exists. ● Although this rule is one that courts continue to cite, the courts do not usu. follow it

literally in practice. — Also termed *adequacy test*.

“The irreparable injury rule has received considerable scholarly attention. In 1978, Owen Fiss examined the possible reasons for the rule and found them wanting. A vigorous debate over the economic wisdom of applying the rule to specific performance of contracts began about the same time, and soon came to center on the transaction costs of administering the two remedies. Both Fiss and Dan Dobbs have noted that the rule does not seem to be taken very seriously, and in a review of Fiss’s book, I argued that the definition of adequacy pulls most of the rule’s teeth. The Restatement (Second) of Torts dropped the rule from the blackletter and condemned it as misleading, but replaced it only with a long and unstructured list of factors to be considered. . . . [M]any sophisticated lawyers believe that the rule continues to reflect a serious preference for legal over equitable remedies.” Douglas Laycock, *The Death of the Irreparable Injury Rule* 9 (1991).

irrepleviable (i-rə-plev-ee-ə-bəl), *adj.* (Of property) not capable of being replevied. — Formerly also spelled *irreplevisable*. Cf. REPLEVIABLE.

irresistible force. See FORCE.

irresistible-impulse test. *Criminal law.* A test for insanity, holding that a person is not criminally responsible for an act if mental disease prevented that person from controlling potentially criminal conduct. • The few jurisdictions that have adopted this test have combined it with the *McNaghten* rules. — Also termed *control test*; *volitional test*. See INSANITY DEFENSE; MCNAGHTEN RULES.

“The first reaction of the legal profession to the irresistible impulse defense, when it was introduced to the law many years ago, was inclined to be favorable. Then a change set in and for many years the prevailing view was strongly against its recognition. Present indications are that the tide is changing again. There seems to be a growing belief to the effect that ignoring the possibility of such a defense fails to give full recognition to the fundamental concept of mens rea.” Rollin M. Perkins & Ronald N. Boyce, *Criminal Law* 975 (3d ed. 1982).

irretrievable breakdown of the marriage. A ground for divorce that is based on incompatibility between marriage partners and that is used in many states as the sole ground of no-fault divorce. — Also termed *irretrievable breakdown*; *irremediable breakdown of the marriage*. Cf. IRRECONCILABLE DIFFERENCES.

irrevocable (i-rev-ə-kə-bəl), *adj.* Unalterable; committed beyond recall. — **irrevocability**, *n.*

irrevocable guaranty. See GUARANTY.

irrevocable letter of credit. See LETTER OF CREDIT.

irrevocable offer. See OFFER.

irrevocable power of attorney. See POWER OF ATTORNEY.

irrevocable trust. See TRUST.

irrogare (i-rə-gair-ee), *vb.* [Latin] *Civil law.* To inflict a penalty; to make or ordain, as a law.

irrotulatio (i-rah-chə-lay-shee-oh). [Law Latin] An enrollment; an entry on a record.

IRS. *abbr.* INTERNAL REVENUE SERVICE.

island. A tract of land surrounded by water but smaller than a continent; esp., land that is continually surrounded by water and not submerged except during abnormal circumstances.

ISO. *abbr.* Incentive stock option. See STOCK OPTION (2).

isolated sale. See SALE.

is qui cognoscit (is kwi cog-nos-it). [Latin “he who recognizes”] The cognizor in a fine. See COGNIZOR.

is qui cognoscitur (is kwi cog-nos-ə-tər). [Latin “he who is recognized”] A cognizee in a fine. See COGNIZEE.

issuable, adj. 1. Capable of being issued <an issuable writ>. 2. Open to dispute or contention <an issuable argument>. 3. Possible as an outcome <an award as high as \$5 million is issuable in this case>.

issuable defense. See DEFENSE (1).

issuable plea. See PLEA (3).

issue, n. 1. A point in dispute between two or more parties.

“In federal civil procedure, an issue is a single, certain, and material point arising out of the allegations and contentions of the parties; it is matter affirmed on one side and denied on the other, and when a fact is alleged in the complaint and denied in the answer, the matter is then put in issue between the parties.” 35A C.J.S. *Federal Civil Procedure* § 357, at 541 (1960).

collateral issue. A question or issue not directly connected with the matter in dispute.

deep issue. The fundamental issue to be decided by a court in ruling on a point of law.

“Essentially, a deep issue is the ultimate, concrete question that a court needs to answer to decide a point your way. *Deep* refers to the deep structure of the case — not to deep thinking. The deep issue is the final question you pose when you can no longer usefully ask the follow-up question, ‘And what does *that* turn on?’” Bryan A. Garner, *The Winning Brief* 49 (1999).

general issue. **1.** A plea (often a general denial) by which a party denies the truth of every material allegation in an opposing party’s pleading. **2.** The issue arising from such a plea.

“The general issue is a denial of the legal conclusion sought to be drawn from the declaration. It denies by a general form of expression the defendant’s liability, and enables the defendant to contest, without specific averments of the defense to be asserted, most of the allegations which the plaintiff may be required to prove to sustain his action, and in some actions to raise also various affirmative defenses. It fails to perform the functions of pleading, either in giving notice or in reducing the case to specific issues.” Benjamin J. Shipman, *Handbook of Common-Law Pleading* § 169, at 304 (Henry Winthrop Ballantine ed., 3d ed. 1923).

immaterial issue. An issue not necessary to decide the point of law.

issue of fact. A point supported by one party’s evidence and controverted by another’s.

issue of law. A point on which the evidence is undisputed, the outcome depending on the court’s interpretation of the law.

legal issue. A legal question, usu. at the foundation of a case and requiring a court’s decision.

special issue. **1.** At common law, an issue arising from a specific allegation in a pleading. • Special issues are no longer used in most jurisdictions. **2.** See *special interrogatory* under INTERROGATORY.

ultimate issue. A not-yet-decided point that is sufficient either in itself or in connection with other points to resolve the entire case.

2. A class or series of securities that are simultaneously offered for sale. See OFFERING.

hot issue. A security that, after an initial or secondary offering, is traded in the open market at a substantially higher price. — Also termed *hot stock*.

new issue. A stock or bond sold by a corporation for the first time, often to raise working capital. See BLUE-SKY LAW.

original issue. The first issue of securities of a particular type or series.

shelf issue. An issue of securities that were previously registered but not released at the time of registration.

3. Wills & estates. Lineal descendants; offspring.

lawful issue. Descendants, including descendants more remote than children. • At common law, the term included only those who were children of legally recognized subsisting marriages. See DESCENDENT; HEIR.

4. Commercial law. The first delivery of a negotiable instrument by its maker or holder.

issue, vb. **1.** To accrue <rents issuing from land> **2.** To be put forth officially <without probable cause, the search warrant will not issue> **3.** To send out or distribute officially <issue process> <issue stock>.

issued stock. See STOCK.

issue estoppel. See COLLATERAL ESTOPPEL.

issue of fact. See ISSUE (1).

issue of law. See ISSUE (1).

issue pleading. See PLEADING (2).

issue preclusion. See COLLATERAL ESTOPPEL.

issuer. **1.** A person or entity (such as a corporation or bank) that issues securities, negotiable instruments, or letters of credit. **2.** A bailee that issues negotiable or nonnegotiable documents of title.

nonreporting issuer. An issuer not subject to the reporting requirements of the Exchange Act because it (1) has not voluntarily become subject to the reporting requirements, (2) has not had an effective registration statement under the Securities Act within the fiscal year, and (3) did not, at the end of its last fiscal year, meet the shareholder or asset tests under the Exchange Act registration requirements.

issue roll. *Hist. English law.* A court record on which the issues in contested matters are briefly noted. • This practice was abolished in 1834. See INCIPITUR.

ita lex scripta est (i-tə leks skrip-tə est). [Latin] So the law is written. • This expression means that the law must be obeyed despite the apparent rigor of its application. The idea is

that we must be content with the law as it stands, without inquiring into its reasons. — Sometimes shortened to *ita scripta est* [“so it is written”].

“If practice be the whole he is taught, practice must also be the whole he will ever know: if he be uninstructed in the elements and first principles upon which the rule of practice is founded, the least variation from established precedents will totally distract and bewilder him: *ita lex scripta est* is the utmost his knowledge will arrive at; he must never aspire to form, and seldom expect to comprehend, any arguments drawn *a priori*, from the spirit of the laws and the natural foundations of justice.” 1 William Blackstone, *Commentaries on the Laws of England* 32 (1765).

ita te Deus adjuvet (I-tə tee dee-əs aj-ə-vet). [Latin] So help you God. • An old form of administering an oath in England, usu. in connection with other words, such as: *Ita te Deus adjuvet, et sacrosancta Dei Evangelia* (“So help you God, and God’s holy gospels”), and *Ita te Deus adjuvet et omnes sancti* (“So help you God and all the saints”).

item. 1. A piece of a whole, not necessarily separated. **2.** *Commercial law.* A negotiable instrument or a promise or order to pay money handled by a bank for collection or payment. • The term does not include a payment order governed by division 11 of the UCC or a credit-or debit-card slip. UCC 4-104(a)(9).

par item. An item that a drawee bank will remit to another bank without charge.

3. In drafting, a subpart of text that is the next smaller unit than a subparagraph. • In federal

drafting, for example, “(4)” is the item in the following citation: Rule 19(a)(1)(B)(4). — Also termed (in sense 3) *clause*.

itemize, vb. To list in detail; to state by items <an itemized bill>.

itemized deduction. See DEDUCTION.

item veto. See *line-item veto* under VETO.

iter (I-tər or it-ər). [Latin] **1.** *Roman law.* A servitude that allows the holder to walk or ride on horseback (but not drive a draft animal) through another’s land. Cf. ACTUS (3); VIA (2). **2.** *Hist.* A journey; esp., a circuit made by an eyre justice. See EYRE.

itinerate (I-tin-ə-rayt), *vb.* (Of a judge) to travel on a circuit for the purpose of holding court. — **itineration, n.** — **itinerant, adj. & n.** See CIRCUIT.

itinerate vendor. See VENDOR.

iudex (yoo-deks). [Latin] See JUDEX.

ius (yəs or yoos). [Latin “law, right”] See JUS.

ius praetorium. See LEX PRAETORIUM.

ius primae noctis. See MARCHETUM.

iustae nuptiae. See JUSTAE NUPTIAE.