

DOWNLOAD PDF A BILL APPROPRIATING THE SUM OF TWO THOUSAND FIVE HUNDRED DOLLARS FOR THE PURPOSE THEREIN MENTIONED

Chapter 1 : Today's Law As Amended

A Bill Appropriating the Sum of Two Thousand Five Hundred Dollars for the Purpose Therein Mentioned.

Henry Johnson to Philip Barton Key, 2. Philip Barton Key to John R. Henry Johnson to John R. Thompson, Please note that the transcriptions are not perfect due to the relatively poor legibility of the original documents. Key has transferred all his interest, being one half thereof in the following note of hand of Philip Lansdale Cox, drawn by him to the order of the said Philip B. The said Philip B. Dillahunty, witnesses Signed H. Key - Joseph Johnson - Henry J. And the said Philip B. Landry and Paul Bolieu, above and adjoining the above described premises and which were subsequently purchased by the said Henry Johnson from [page] the succession of Silvanie? Landry, in part, and from [Silvanie? Bolieu for the residue thereof as appearing by [unclear phrase] and passed before the undersigned Judge and [unclear] in his office; said tract? Thomas and Frederick; Maria and her children, to wit: Thompson] [page] mortgage, which affects the [unclear phrase inserted] negroes above described, sold and conveyed except those mortgaged by the Citizens Bank of Louisiana and Union Bank of Louisiana together with those slaves and lands [unclear]. The remainder of the purchase money is to be applied and [made] as follows, to wit: The said notes having been duly paraphed and described by me Judge [? Be it Remembered that on this the twenty seventh day of December One Thousand eight Hundred and fifty one and of the Independence of the United States of America the seventy sixth. Before me Henry L. Johnson is situated running back to a ditch about one arpent beyond. A Special mortgage in favor of Thomas F. A Special mortgage in favor of Thomas Whaly to secure the payment of four-thousand Dollars due him by the parties,--and 3o. Johnson will himself pay, the other mortgages being assumed by J. The purchaser John R. To these presents, intervened Mistress Elizabeth R. Thompson his heirs and assigns It is understood that the said John R. It is understood also that the negro named Ferdinand aged about Thirty-six Years and herein sold is retroceded and vended to said H. Johnson for the Sum of fourteen hundred and and seventy-six Dollars which the said John R. Thompson acknowledges to have received from said H. The Said Thompson acknowledges to have received the purchase price of said land on the Island, that is, the sum of four hundred and ten Dollars, hereby promising to warrant the said Ferdinand and the said land from the claims of all persons [Soever? Thompson and John P. Wooldridge lawful and competent witnesses who have signed these presents with the Parties and me Notary after due reading Thereof Signed H. One Thousand Eight hundred and fifty-One Signed. Ayraud Parish Recorder Original Format.

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Chapter 2 : [Report on the Balance of All Unapplied Revenues], [4 February 2011]

SUM OF ONE HUNDRED SIXTY TWO THOUSAND FIVE HUNDRED DOLLARS WHEREAS, in Closed Session on July 27, , the City Council voted 7 to 0 (\$) but not more than two thousand five hundred dollars An issuer may not accept more than two thousand five hundred dollars (\$2,) from any individual in reliance on the OIPO exemption.

Under the CalWORKs program, each county provides cash assistance and other benefits to qualified low-income families and individuals who meet specified eligibility criteria. Existing law imposes limits on the amount of income and personal and real property an individual or family may possess in order to be eligible for public aid, including under the CalWORKs program, including specifying the allowable value of a licensed vehicle retained by an applicant for, or recipient of, that aid. This bill would delete existing requirements for assessing the value of a motor vehicle for purposes of eligibility for public aid, including the CalWORKs program. The bill would exclude the value of a licensed motor vehicle from consideration when determining or redetermining eligibility for aid. By increasing the duties of counties administering the CalWORKs program, this bill would impose a state-mandated local program. This bill would declare that no appropriation would be made for purposes of the bill pursuant to the provision continuously appropriating funds for the CalWORKs program. The California Constitution requires the state to reimburse local agencies and school districts for certain costs mandated by the state. Statutory provisions establish procedures for making that reimbursement. This bill would provide that, if the Commission on State Mandates determines that the bill contains costs mandated by the state, reimbursement for those costs shall be made pursuant to these statutory provisions. Section of the Welfare and Institutions Code is amended to read: A It is used primarily for income-producing purposes. B It annually produces income that is consistent with its fair market value, even if used on a seasonal basis. C It is necessary for long distance travel, other than daily commuting, that is essential for the employment of a family member. E It is necessary to transport a physically disabled family member, including an excluded disabled family member, regardless of the purpose of the transportation. F It would be exempted under any of subparagraphs A to D , inclusive, but the vehicle is not in use because of temporary unemployment. G It is used to carry fuel for heating for home use, when the transported fuel or water is the primary source of fuel or water for the family. A One licensed vehicle per adult family member, regardless of the use of the vehicle. B Any licensed vehicle, other than those to which subparagraph A applies, that is driven by a family member under 18 years of age to commute to, and return from his or her place of employment or place of training or education that is preparatory to employment, or to seek employment. This subparagraph applies only to vehicles used during a temporary period of unemployment. The increased property limits limit shall not apply to applicants. For purposes of this subdivision, real and personal property shall be considered both when actually available and when the applicant or recipient has a legal interest in a liquidated sum and has the legal ability to make that sum available for support and maintenance. If the basic home is a unit in a multiple dwelling, then only that unit shall be exempt. For the purposes of paragraph 1 , if an applicant has entered into a marital separation for the purpose of trial or legal separation or dissolution, real property which was the usual home of the applicant shall be exempt for three months following the end of the month in which aid begins. If the recipient was receiving aid when the marital separation occurred, the period of exemption shall be three months following the end of the month in which the separation occurs. To remain exempt following this three-month period, the home must be occupied by the recipient, or be unavailable for use, control, and possession due to legal proceedings affecting a property settlement or sale of the property. No appropriation pursuant to Section of the Welfare and Institutions Code shall be made for the purposes of this act. If the Commission on State Mandates determines that this act contains costs mandated by the state, reimbursement to local agencies and school districts for those costs shall be made pursuant to Part 7 commencing with Section of Division 4 of Title 2 of the Government Code.

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such earnings tax shall continue; and containing a severability clause and emergency clause. Your feedback was not sent. Leave this field blank!

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Chapter 4 : Bills and Resolutions, House of Representatives, 14th Congress, 1st Session: Keywords

AN ACT appropriating the sum of forty thousand dollars (\$40,-), or so much-thereof as may be necessary, for the expenses of the extraordinary session of the Legislature con-

It was my first intention to submit these statements collectively, with such explanatory remarks, as the occasion might demand, but finding, on experiment, from the extent and variety of the matter, involved in the resolutions, that more time will be requisite for a full developement of it, than I had anticipated, considerations of weight in my mind have determined me to present the different parts of the subject successively. Among other advantages, incident to this course of proceeding, will be that of having it in my power to give a more accurate and mature view of the entire subject, without too great a dereliction of current business of the department. In executing the task I propose to myself, I shall rely on the indulgence of the House, to a latitude of observation, corresponding with the peculiar circumstances of the case. The resolutions, to which I am to answer, were not moved without a pretty copious display of the reasons, on which they were founded. These reasons are before the public through the channel of the press. They are of a nature, to excite attention, to beget alarm, to inspire doubts. Deductions of a very extraordinary complexion may, without forcing the sense, be drawn from them. I feel it incumbent on me to meet the suggestions, which have been thrown out, with decision and explicitness. And, while I hope, I shall let fall nothing inconsistent with that cordial and unqualified respect, which I feel for the House of Representatives, while I acquiesce in the sufficiency of the motives, that induced, on their part, the giving a prompt and free course to the investigation proposed. I cannot but resolve to treat the subject, with a freedom, which is due to truth, and to the consciousness of a pure zeal for the public interest. I begin with the last of the four resolutions; 23 because it is that, which seeks information, relating to the most delicate and important of the suggestions, that have been hazarded. Here, however, I have to regret the utter impossibility of a strict compliance with the terms of the resolution. The practicability of such a compliance would suppose nothing less than that, since the last day of December, all the accounts of the Collectors of the Customs, and other Officers of the revenue, throughout the whole extent of the United States, could be digested, made up, and forwarded to the Treasury, could be examined there, settled and carried into the public books, under their proper heads. In a word, that all the revenues, receipts and expenditures of this extensive country could have passed through a complete exhibition, examination, and adjustment, within the short period of twenty three days. It was made, as I presume, from the result satisfactorily to appear to a Committee of the House of Representatives, who were charged, during the last session, with framing a direction to the treasury for bringing forward an annual account of receipts and expenditures, that the course of public business would not admit of the rendering of such an account, in less than nine months after the expiration of each year; in conformity to which idea, their report was formed, and an Order of the House established. To evince, nevertheless, my readiness to do all in my power, towards fulfilling the views of the House, and throwing light upon the transactions of the department, I shall now offer to their inspection sundry Statements, marked A, B, C, D, E, F, which contain, as far as is, at this time, possible, the information desired, and with sufficient certainty and accuracy, to afford satisfaction on the points of inquiry involved in the resolution. The Statement A, shews, in abstract, the whole of the receipts into, and expenditures from the Treasury, commencing with the first of January, and ending with the last day of December, corresponding with the accounts of the Treasurer. These accounts have been regularly settled up to the end of September, and copies have been laid before the two Houses of Congress. A copy of this account is herewith submitted in the Schedule, marked, C. This Statement takes up the balance of the general account of receipts and expenditures, to the end of the year, as reported to the House of Representatives, within the first week of the present Session, 26 and continuing it down to the end of the year, shews a balance then in the treasury, of seven hundred and eighty three thousand, four hundred and forty four dollars and fifty one cents. The Statement, B, is a more comprehensive document. It is a general account of Income and

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Expenditure. It shews, not merely, the actual receipts of money into the Treasury, but the whole amount of the national revenues, from the commencement of the present government to the conclusion of the year , as well outstanding, as collectedâ€”the proceeds of the domestic loansâ€”the whole amount of the sums which have been drawn into the United States, on account of the foreign loansâ€”and all other monies, for whatever source, which have accrued within the period embraced by the Statement. Those items form the debit-side of the account, amounting to seventeen millions eight hundred and seventy nine thousand, eight hundred and twenty five dollars and thirty three cents. The Credit-side consists of two items. The whole amount of the actual expenditures, to the end of the year , as stated in the general account of receipts and expenditures before referred to. The whole amount of the actual expenditures during the year , as specified generally in the Statement A, and particularly in the several quarterly accounts of the Treasurer, amounting to twelve millions seven hundred and sixty five thousand one hundred and twenty eight dollars and eighty three cents. The balance of this account of income and expenditure is consequently five millions one hundred and fourteen thousand six hundred and ninety six dollars and fifty cents; which corresponds with the excess of the public income including the proceeds of loans, foreign and domestic beyond the actual expenditure, or, more properly speaking, disbursement, to the end of the year This of course, is exclusive of those parts of the proceeds of foreign loans, which have been left in Europe, to be applied there; the amount, application and balance of which are exhibited, as far as they are yet known in the treasury, in the Statement, No. I, of my late report on foreign loans. Cash in the treasury, per Statement A Dollars Proceeds of Amsterdam Bills remaining in deposit, in the Bank of North America, including the sum of one hundred and fifty six thousand five hundred and ninety five dollars and fifty six cents, advanced by the Bank without interest, which is credited in the general Account of receipts and expenditures, Statement A Proceeds of Amsterdam sold, but not yet received Bonds unpaid at the end of the year one thousand seven hundred and ninety two, on account of the duties on imports and tonnage, and falling due between that time and May one thousand seven hundred and ninety four, per Abstract E 2. Making together Dollars 5. This aggregate somewhat exceeds the balance of the account; but in a case where estimates must necessarily supply the deficiency of ascertained results, differences of this nature are of course. It is, at the same time, satisfactory to observe, that the estimates, which have been heretofore communicated, are proved by the official documents, already received, to have been essentially correct. It will, no doubt, readily occur to the House, that a very small part of the excess, which has been stated, is a real surplus of income. There remain to be satisfied numerous objects of expenditure, charged upon the fund by the appropriations, which have been made, that cannot fail ultimately to exhaust it, probably within four or five hundred thousand dollars; which will be embraced in the appropriations for the service of the year one thousand seven hundred and ninety three. A further explanation on this point is reserved for future communication. A due comprehension of the Statements now presented must obviate every idea of a balance unaccounted for, in whatever sense the allegation may have been intended to be made. Particular calls for particular objects were made, which, as I conceive, were complied with; but they were not comprehensive enough to embrace a disclosure of that nature. It could not, therefore, with propriety, have been alleged, that there was a balance unaccounted for. To infer it, from documents, which contained only a part of the necessary information, was not justifiable. Nor could it otherwise happen, than that conclusions, wholly erroneous, would be the consequences of taking such imperfect data for guides. It may be of use, by way of elucidation, to point out some of the most palpable features of the error which has been entertained. The following items are stated, as the basis of the supposed deficiency: Domingo, 31 and the amount of the debt to the foreign Officers 32 Dollars, 1. Surplus of the sinking fund, meaning, I presume, that part of the surplus of the revenue to the end of the year , which hath not been applied in purchases Surplus of revenue of the year , as reported Balance not accounted for 1. It appears, in the first place, to have been overlooked, that in Statement, No 3, of my late report concerning foreign loans, 33 mention is made, that on the 3d of January there remained to be received of the proceeds of the foreign Bills, six hundred and thirty two thousand one hundred and thirty two dollars and two cents; consequently, that sum could not be considered, as in the treasury, and ought to be

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deducted from the supposed deficiency. Among the official papers, which, it is intimated, were consulted, was an original Account rendered by the Bank of the United States, of the sales of Amsterdam Bills, shewing a sum of six hundred and five thousand eight hundred and eighty three dollars and eight cents, as having been received by the Bank, and two of its Offices of discount and deposit, for the proceeds of those Bills. The course of this transaction will be hereafter explained. But among the misconceptions, which have obtained, what relates to the surplus of revenue of the year, is not the least striking. The laws inform, and consequently, no information on that point from this department could have been necessary that credits are allowed upon the duties on imports, of four, six, nine, twelve months, and in some cases, of two years. The account of receipts and expenditures to the end of, in possession of the House, shews, that at that time, no less a sum than one million eight hundred and twenty eight thousand two hundred and eighty nine dollars and twenty eight cents, of the antecedent duties, were outstanding in bonds. I forbear to attempt to trace the source of a mistake so extraordinary. Thus have I not only furnished a just and affirmative view of the real situation of the public account, but have likewise shewn, I trust, in a conspicuous manner, fallacies enough in the Statement, from which the inference of an unaccounted for balance is drawn, to evince, that it is one tissue of error. In this, I might have gone still further, there being scarcely a step of the whole process, which is not liable to the imputation of misapprehension. But I wish not unnecessarily to weary the patience of the House. But the following circumstances contain the solution of this disquieting appearance. There will be found in the Statement A, two several credits, each for two millions of dollars, as for monies received into the treasury, with corresponding debits of equal sums, as for monies paid out of the treasury. But neither the one nor the other did, in reality take place. That Section authorizes a subscription to the Stock of the Bank, on account of the Government, not exceeding in amount two millions of dollars, and provides for the payment of it, out of the monies, which should be borrowed, by virtue of either of the Acts of the fourth and twelfth of August, the first making provision for the public debt, the last for reducing it; 39 enjoining, at the same time, that a loan should be made of the Bank, to an equal amount, to replace the monies, which were to be applied to the payment of the subscription. It is evident, that nothing could have been more useless, at the same time that it would have been attended with obvious disadvantages to the Government than actually to draw from Europe out of the monies borrowed there, the sum necessary for the payment of the subscription to the Bank, and again to remit out of the loan, which was to be obtained of the Bank, a sufficient sum, to replace such monies, or such part of them, as may have been destined for the foreign object. Loss upon exchange in consequence of overstocking the market with Bills, Loss in interest by the delays incident to the operation; and which would necessarily have suspended the useful employment of the funds for a considerable time. These are some of the disadvantages to the Government. To the Bank alone could any benefit have accrued, which would have been in proportion to the delay in restoring or applying the fund to its primitive destination. Such an operation, therefore, could only have been justified by an indisposition, on the part of the Bank, to facilitate the principal object, without the intervention of actual payment. But no such disposition existed. On this, as on every other occasion, a temper, liberal towards the government, has characterized the conduct of the Directors of that institution. It was accordingly proposed by me and agreed to by them, that the object to be accomplished should be carried into effect by a merely formal arrangement. In this, however, it was necessary to consult the injunctions of law, and the principles of the constitution of the Treasury Department. These points then were to be effectedâ€”a payment of the subscription money, to vest the Government with the property of the Stockâ€”possession of the means of paying it, which were to be derived from the foreign fund, and, of course, were first to be in the treasury, before payment could be madeâ€”the replacing what should be taken from that fund, by a loan of the Bank. The following plan for these purposes was devised and executed by previous concert. The Treasurer drew bills upon our Commissioners in Amsterdam, for the sums requisite to complete the payment on account of the subscription: Warrants afterwards issued upon the Treasurer, in favor of the Bank, for the amount of the subscription money, which was receipted on the part of the Bank, as paid. Other Warrants then issued in favor of the Treasurer upon the Bank, for equal sums, as upon account of a loan to the

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Government, which Warrants were satisfied by a redelivery to the Treasurer of the Bills which had been drawn upon the Commissioners. In the first place, warrants were drawn upon the Treasurer, to replace the monies supposed by the arrangement, to be drawn from the foreign fund, which perfected the operation. But from the detail, which has been given, it will be seen, that in fact, no monies were either withdrawn from, or returned to that fund. The Bills were cancelled, annexed to the warrants, and are lodged in the treasury, as vouchers of the transaction. These Bills were for two separate sums, each two millions four hundred and seventy five thousand guilders, equal to a million of dollars; the payment having been divided into two parts, upon certain equitable considerations, relative to the dividend of the first half year. The residue is thus explained. The sum of one million two hundred and thirty seven thousand five hundred guilders, directed to be drawn for, on the thirtieth of November, was directed to be comprised in one or more Bills, as the Bank should desire. It was at first placed in one Bill; but this Bill was afterwards returned, with a request that it might be converted into smaller sums. The Bill returned was cancelled, and in lieu of it, there had been furnished, prior to the first of January, of the present year, nine hundred and thirty four thousand five hundred guilders—the balance, three hundred and three thousand, then remaining to be furnished. The sum of nine hundred and thirty four thousand five hundred guilders, consequently appears twice in the memorandum. These two sums of four millions five hundred and ninety thousand, and nine hundred and thirty four thousand guilders, exceed the difference in question, by one hundred and twenty four thousand three hundred and sixty two guilders. The Treasurer informs me that there are two bills not included in the memorandum; one for one hundred and twenty thousand seven hundred and fifty, and the other for six hundred and twelve guilders; which make up the above mentioned excess. Could no personal enquiry of either of the Officers concerned, have superseded the necessity of publicly calling the attention of the House of Representatives, to an appearance in truth, so little significant? Was it seriously supposable, that there could be any real difficulty in explaining that appearance, when the very disclosure of it proceeded from a voluntary act of the head of this department? Speaker of the House of Representatives. Another Statement of income and expenditure having been made, which presents the subject under aspect, but agreeing in the result with the Statement B is herewith also submitted, marked Ba. See the introductory note to this report. There were five resolutions, and the discussion which follows in the text deals with the fifth resolution of the House. The order to which H is referring was adopted on December 30, It reads as follows: At this point H is referring to part of the speech which Giles made in the House of Representatives in support of his resolutions. The United States had supplied France with funds to purchase supplies needed to deal with the insurrection which had occurred in Santo Domingo in August,

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Chapter 5 : Fred Wessels Jr. | City of St. Louis Ordinances

Ordinances by Alderman Fred Wessels Jr. appropriating the sum of Two Million Two Hundred Sixty Thousand Eight Hundred One Dollars (\$2,,) which the City.

The nature of the mortgage and the circumstances under which it was given are set forth in the opinion of the court, and need not be repeated. The cause was submitted on printed argument by Mr. Curtis for the appellant, and argued by Mr. Vinton, upon a brief filed by himself and Mr. Hayne, for the appellee. Curtis, after giving a narrative of the facts in the case, and contending that the answer did not allege nor was there any evidence tending to prove that the complainant, who was thus admitted to be a bona fide purchaser for a valuable consideration, had any notice of any lien upon this property save what he gathered from the record of the mortgage to the respondent, made the following points: Tucker, individually, cannot set up this note against a subsequent encumbrance, as intended to cover future advances. It is true that a mortgage may be taken to secure future advances; and perhaps, where no fraud is intended, a note for a sum of money may be given in consideration of such expected advances; though the policy of allowing such departures from strict truth on the public registries of the country is extremely questionable. But this mortgage, in effect, asserts that the note is not to stand for future advances. For it makes a specific and distinct provision for future advances, and expressly, and clearly distinguishes between them and the note, which is, in so many words, declared not to have been given for future advances, but for that amount of money already due. But he has advanced nothing. And the question is, whether a mortgage to one partner, purporting to secure a debt due to him individually, can, as against a bona fide purchaser, without notice of any parol understanding between mortgagor and mortgagee, be set up as a security for advances made by the firm of which he is a member. The mortgage expressly declaring that it was to stand as security for future advances only to the extent of six thousand dollars, it cannot stand as security for any greater amount of such advances, as against a junior encumbrancer, who has no notice of any parol agreement between the mortgagor and mortgagee, that it shall stand as security for a greater sum. Tucker, individually, and the mortgagors, and not between the mortgagors and the firm of H. A decree allowing H. This mortgage to H. Tucker, to secure future advances by the firm of H. As against the mortgagors, their conduct and understanding may prevent them from taking this objection. But a junior encumbrancer is affected only by the precise terms of the mortgage itself, which provides only for advances to be made by the then firm of H. Either the admission or retirement of a partner puts an end to the right to make further advances upon the credit of the security, as against the junior encumbrancer, and, if the amount due at the time of such change of the firm is afterwards balanced by payments on account, nothing remains due on the mortgage. *Bank of Scotland v. Higginson*, 1 Mason, There are cases in which it has been held that the security continues, though new partners are introduced into the firm. But this was only as against the debtor, or his assignees in bankruptcy, who have only his rights, and by force of an agreement by the mortgagors to extend the operation of the security to the new firm. Without such agreement, which binds only the debtor and his representatives, there is believed to be no case which holds that the right to make advances on the credit of the security continues after a change in the members of the firm. See *Ex parte, Oakes*, 2 M. *Ex parte, Marsh*, 2 Rose, If there was such an agreement in this case, the complainant had no notice of it, and is not bound by it. The firm of H. Vinton replied to these points as follows: The first question that arises in this case is, what was the mortgage to Tucker intended to secure? May a mortgage be taken as a security for future advances, and be a lien on the property to the extent of the sum or sums provided for in it? The cases which affirm the doctrine that a mortgage may be given to secure future advances, or future liabilities, are very numerous. *Caig*, 7 Cranch, 34; *Leeds v. Cameron*, 3 Sumner, ; *Lyle v. Ducomb*, 5 Binney, ; *Collins v. Carlisle*, 13 Illinois, are some of the leading American cases on this head. *Cameron*, Judge Story said: There are cases which question the prior lien of the first mortgage for future advances made after a second mortgage has been given; but in this case no such question arises, as all the advances were made before the execution of either of the

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subsequent mortgages. And neither subsequent encumbrancers nor purchasers could suffer any prejudice, if due inquiry were made, from a mortgage, the record of which was notice to all persons of an encumbrance to the extent of eleven thousand five hundred dollars. They were interested in knowing what was in fact due when the subsequent encumbrance was taken, and when the subsequent purchase was made, and they were interested no further. Whether parol evidence can be given to show that the note mortgage were taken as a collateral security for advances thereafter to be made, and that in fact such advances were subsequently made, on the faith of that security? As between the parties to the mortgage, there can be no question but such proof would be let in. Indeed, it is one of the most ancient principles of a court of equity, that if a deed be absolute on its face, it may be proved by parol, in a court of equity, that it was a conditional conveyance given to secure a loan of money. Whether such proof will be let in against third persons will depend upon the fact whether the mis-statement or misrepresentation in the deed was made for a dishonest purpose, and whether such third person has been deceived or injured by it. This objection was made in the case of *Shirras v. Tucker*. The deed purports to secure a debt of thirty thousand pounds sterling, due to all the mortgagees. It was really intended to secure different sums due at the time to particular mortgagees, advances afterwards to be made, and liabilities to be incurred to an uncertain amount. That cannot have happened in the present case. If the complainant could prove any of these facts, he had the right and an opportunity to do it. And they are not to be presumed in the absence of proof. Judge Curtis, in his brief, has raised the question, whether the mortgage can stand as a security for advances made by the firm of H. That being his attitude, he will not be likely to meet with much encouragement in setting up technicalities to deprive the defendant of his honest rights. Tucker alone, and consequently within the precise letter of the mortgage. Tucker raised money through the firm of H. Was this dishonest or unfair? And what, it may well be asked, is the equity or justice of the objection to that note? In January, 1871, two new partners were brought into the firm of H. But the stipulation respecting this fact, at page 34 of the record, shows that no new capital was brought into the concern. Tucker retained in his own hands the exclusive right to manage and control the affairs of the concern, and to sign the partnership name; it was in fact his concern. This understanding and this course of dealing could work no injury to subsequent encumbrancers, because they then had no mortgage or claim on the property, nor is it pretended they were misled or deceived by it to their injury. Objection was made, that a mortgage intended as an indemnity against acts to be performed at a subsequent time, ought not to have any effect against third persons. There cannot be a more fair, bona fide, and valuable consideration, than the drawing and endorsing of notes at a future period, for the benefit and at the request of the mortgagor, and nothing is more reasonable than the providing a sufficient indemnity beforehand. Held, that the parties had a right to make such agreement, as between themselves, and that it was also good as to third parties, who were intervening encumbrancers, if the amount of the mortgage encumbrance were not thereby increased beyond the amount which the mortgage was intended to secure. This doctrine would seem to dispose of the objection we are now considering. In the case of *Commercial Bank v. Tucker*. Held, that notes given by the new firm were covered and secured by the mortgage. In conclusion, we think it may be safely affirmed, that upon no known principle of equity can the defendant be deprived of his legal and equitable lien upon the property mortgaged to him, until he is paid the full amount equitably covered by the mortgage, and due to him and to the other parties named in the deed. We have been unable to find anything in this record to authorize us to change or modify the decree made by the Circuit Court in this case. Andrew Lawrence filed his bill in that court, for the northern district of Illinois, against Hiram A. Tucker, to redeem the furniture of a hotel in the city of Chicago, called the Briggs House, upon which Tucker has a mortgage. On the 1st of September, 1871, John J. Floyd and George H. French, who then were the keepers of that Hotel, wishing to have a current business credit with Tucker and firm of H. The note was dated on the 1st of September, the day on which the mortgage was made, payable one day after date, with interest at the rate of ten per cent, per annum. The note was to be held by Tucker, as a collateral security for such advances as have just been stated, and the amount of the note also. It was given to secure debts due to Briggs, and liabilities he had assumed for them, and also for such advances of money as Briggs might thereafter make to them, with a

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power of sale on default. When Briggs took this mortgage, he knew that Tucker had a prior mortgage on the same furniture, and he states in his evidence that he knew advances of money had been made upon it by Tucker, for which he knew it stood as a security. Atkyns sold the furniture under his power of sale on the 27th February, ; Briggs sold under his power of sale on the 12th March following. Lawrence became the purchaser at both sales. Tucker; and Lawrence admits, by a stipulation in the record, that when he purchased the property under the mortgages, he had notice that either the defendant Hiram A. Tucker alone, precisely within the mortgage, and that the note of December 18th, , payable to H. It must have been upon the testimony of this witness that the court below gave its decree. Our object has been to show that the parties to the original transaction understood it alike, and acted upon it accordingly; that there never was a difference between them, as to the character of the mortgage and its purpose; and that it was intended to be a security for and a lien upon the property mortgaged for future advances, to the extent of the sum provided for in it. We consider it to be a mortgage for future advances, that they were subsequently made in conformity with its provisions, and that the proofs that they were so, were rightly received by the court below to substantiate them. It is stated in terms that it was intended for that purpose. It is objected that the difference makes the transaction subsidiary. An objection of this kind was made in the case of Shirras v. Caig, 7 Cranch, 34; but this court then said, it is true the real transaction does not appear on the face of the mortgage; the deed purports to have been a debt of thirty thousand pounds sterling, due to all of the mortgagees. It was really intended to have different sums due at the time to particular mortgagees, advances afterwards to be made, and liabilities to be encountered to an uncertain amount. After remarking that such misrepresentations of a transaction are liable to suspicion, Chief Justice Marshall adds: No proof was given by the complainant that he had been injured or deceived by it into making his purchase under the mortgages of Briggs and Atkyns, and that cannot be presumed in his behalf. We do not think there is anything in the objection that the mortgage to H. Tucker to secure future advances by the firm of H. The cases cited in support of this objection do not sustain it, and we have not been able to find any one that does. They relate exclusively to stipulations for an advancement of money to a copartnership after a new member has been taken into the firm. In respect to the validity of mortgages for existing debts and future advances, there can be no doubt, if any principle in the law can be considered as settled by the decisions of courts. This court has made three decisions directly and inferentially in support of them: Hooe, 3 Cranch, 73; Conrad v.

Chapter 6 : General Law - Part I, Title XII, Chapter 78, Section 19A

This sale is made for and in consideration of the sum of twenty nine thousand one hundred & sixty three dollars, for which sum the said H. Johnson has given his five promissory notes, to wit: Each note for the sum of two thousand two hundred and forty four dollars, and dated on the twenty ninth of November, one thousand eight hundred & thirty.

Chapter 7 : State of Delaware - Laws of Delaware

Resolution, that the salary of the Inspector of streets, vaults and areas, be increased to the sum of one thousand five hundred dollars, per annum, to date from the fourth day of June, one.

Chapter 8 : State of Delaware - 44 Delaware Laws | th General Assembly

Resolution, that the annual salary of the Registrar of the Croton Aqueduct Department be increased from two thousand five hundred dollars to three thousand five hundred dollars per annum, and said.

Chapter 9 : Board Bill -- Block Grant

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