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Chapter 1 : Hayden Hurst Stats, News, Videos, Highlights, Pictures, Bio - Baltimore Ravens - ESPN

The first four Hayden books all in one book. Join Hayden as he explores his world and learns about bats, gardening, friendship and honey bees. There are websites included to help you explore and Grandma's recipes too.

Summary judgment is appropriate when the pleadings, depositions, answers to interrogatories, and admissions on file, together with the affidavits, show that there is no genuine issue as to any material fact and that the moving party is entitled to judgment as a matter of law. The trial court is required to resolve all facts and inferences which may reasonably be drawn from the evidence in favor of the party against whom the ruling is sought. When opposing a motion for summary judgment, an adverse party must come forward with evidence to establish a dispute as to a material fact. In order to preclude summary judgment, the facts subject to the dispute must be material to the conclusive issues in the case. On appeal of the granting of summary judgment, we apply the same rules as the district court in ruling on the motion for summary judgment, and where we find reasonable minds could differ as to the conclusions drawn from the evidence, summary judgment must be denied. In an aviation negligence action in which summary judgment was granted to the defendant, resolving all facts and inferences in favor of the plaintiff, the question as to who was piloting a dual control airplane when the event occurred that caused the airplane to crash is still left to speculation, surmise, or conjecture. Therefore, the district court did not err in granting summary judgment to the defendant. Opinion filed January 26, Ramsey, of the same firm, was with her on the brief for appellee. This is an aviation negligence action. The trial court granted summary judgment to the defendant. Kimbrough possessed a private pilot certificate issued by the FAA. The Tomahawk had two occupant seats, which were situated beside each other in the cockpit, and dual controls such that each occupant had a set of flight controls that allowed either pilot to fly the airplane. Colle moved for summary judgment, claiming that Friesen-Hall had failed to put forth admissible evidence that Kimbrough was piloting the Tomahawk at the time of the negligent act that caused the crash of Tomahawk. The court granted summary judgment to Colle, stating: This failure of proof causes the court to concur with defendant and grant the summary judgment motion as requested. The case was transferred to the Supreme Court pursuant to K. SUMMARY JUDGMENT "Summary judgment is appropriate when the pleadings, depositions, answers to interrogatories, and admissions on file, together with the affidavits, show that there is no genuine issue as to any material fact and that the moving party is entitled to judgment as a matter of law. On appeal, we apply the same rules and where we find reasonable minds could differ as to the conclusions drawn from the evidence, summary judgment must be denied. The parties agree that the resolution of the issues is dependent on three questions: For summary judgment, the question is whether the identity of the pilot and negligence of the pilot may be proven by circumstantial evidence. This question previously has been considered in two prior Kansas aviation actions involving dual control airplanes. See In re Estate of Rivers, Kan. This court has twice stated that the burden of proof is difficult in cases involving airplane crashes. The circumstances relied on must be of such nature and so related one to the other that the only reasonable conclusion to be drawn is the theory sought to be established; that a fact is not proven by circumstances merely consistent with its existence, and that a finding of negligence must be established by competent proof and cannot rest on mere conjecture. In Hayden, which was decided prior to the adoption of the Kansas Code of Civil Procedure in , this court considered the quality of evidence necessary to prove pilot identity and negligence. All the occupants were killed in the crash. The district court overruled the motion to dismiss and allowed the case to go to the jury. The jury returned a verdict in favor of the plaintiff. The defendant appealed, contending that the evidence of negligence was insufficient as a matter of law to allow the case to go to the jury. The controls which operated the ascent and descent of the airplane were located on the ceiling of the plane, in the middle between the two seats, and was accessible to and could be operated by any persons seated in the plane. Although the airplane had dual controls and could be flown in the air by either pilot independent of the other, it could not be taken off or landed by the pilot seated in the right front seat without help from the pilot seated in the left front seat because the plane required use of the brakes on those maneuvers, and there were no brake pedals on the right side of the cockpit. At take-off, Hayden, who had

several hundred hours of flying time, was seated in the left front seat of the airplane. Callahan, who was a truck driver with about a hundred hours of flying time and had soloed, was seated in the right front seat. Boyle, who was a maintenance technician with a small amount of flight time and was not a licensed pilot, was sitting in the rear seat. None of the persons in the plane could have changed seats while the plane was in the air. After a normal take-off, the airplane made a degree left turn and proceeded in a southeasterly direction for an estimated 10 minutes when it crashed to the ground. There was one eyewitness to the accident, and he was too far away to identify or observe the activities of the persons involved in the crash. However, there was ample evidence to establish that the positions of the occupants of the plane were the same as they had been at the start of the flight. It also included physical evidence from the crash that Hayden was still strapped to his seat with the safety strap unbroken when his body was removed from the plane, which indicated that Hayden had his hands on the control wheels and had used them as a lever or brace, while the safety strap of the passenger on the right side of cockpit was broken. The wheel on the left-hand control was pulled off and the column controlling the wheel was bent upward, all indicating that the plane was being flown from the left-hand side at the time of the crash and that great pressure was exerted by the pilot in the left-hand seat to pull the plane out of the stall. The Hayden court began its analysis by stating that in the absence of a statute covering the operation and management of airplanes at the time and place of an accident, specifically applicable to the issue of negligence in the operation thereof, the rules of law applicable to torts--the ordinary rules of negligence and due care--apply. The Hayden court noted the elements of an action in negligence included the "existence of the acts of negligence relied on and. The Hayden court found that there was evidence by experts and others which, if believed, was sufficient to warrant a conclusion that the airplane was operated in violation of well-established and accepted rules for safe flying and that the negligence of someone was the cause of the crash. Nor do we agree [with] the fact there is evidence the plane could not be taken off or landed from the right-hand side or that after a crash the owner was found in the same seat he was in when the plane took off justifies any such conclusion. So far as the issue now under consideration is concerned it is clear from the evidence that control of the plane could have been shifted between Hayden and Callahan at will after the take-off, that the crash did not occur while landing or taking off, and that Hayden could not have changed his position after the flight started, hence he was bound to be in the same seat at the moment of the crash. A year after Hayden, in Rivers, this court revisited the issue of proof of negligence in an airplane crash. An accident occurred when two airplanes collided in the air and all the occupants of the airplanes were killed. Scott, a student pilot, was flying by himself in one plane, and Rivers, also a student, and Rawson, a person with prior flight experience, were in the other plane. The owner of both planes, Moritz, sued the estate of Rivers, alleging that the collision was caused by the negligence of Rivers. The Rivers plane was operated by dual controls. Moritz presented evidence that Rivers was in the left-hand seat when the plane took off. The Rivers court found that due to the dual control feature of the airplane, these two facts constituted no evidence whatsoever of who was flying the plane when the collision occurred. The court concluded that there was insufficient evidence to go to the factfinder because the material issue regarding who was piloting the plane at the time of the crash rested upon mere speculation, surmise, or conjecture. Here, Friesen-Hall argues that the standard announced in the Hayden and Rivers cases presents too great a burden to a plaintiff in a negligence case. She points out that both Hayden and Rivers stated the rule that negligence, like any other lawsuit, may be established by circumstantial evidence. She argues that the rule that pilot negligence in a dual control plane crash cannot be proven by circumstantial evidence is contrary to the burden of proof in civil cases generally, and the rule does not consider the impact of the adoption of comparative fault principles. Friesen-Hall does not explain how comparative fault affects the rule, except to state that she need not prove that Kimbrough was solely at fault for the crash but only that he bore at least 1 percent of the fault for the crash. Whether she must provide 1 percent fault or 51 percent fault, the rule applicable to the quality of admissible evidence is the same. The Weikle court stated: On the one hand, there is a line of authority which demonstrates for all practical purposes a judicial unwillingness to submit the issue of pilot identity to a jury based upon circumstantial evidence. This is what we mean by a preponderance of the evidence. The Todd court went on to explain the level of circumstantial evidence required: To withstand a motion for a directed verdict, the plaintiff

should be required to produce probative evidence that the individual claimed to be the pilot was the one in charge of the controls at the critical instant of time. Friesen-Hall asserts that we should adopt the Minnesota pilot-in-command doctrine. Neither of our two prior dual control airplane crash cases, Hayden and Rivers, nor the Minnesota pilot-in-command doctrine noted in Todd contemplate an examination situation. Under our facts, Hall, as the examiner, was not responsible as the pilot in command because under FAA regulations he represented the administrator for the purpose of conducting a practical test. In test situations, the examiner Hall is not the pilot in command during the test unless the examiner agrees to act in that capacity for the flight or for a portion of the flight by prior arrangement with the applicant Kimbrough or a person who would otherwise act as pilot in command of the flight. In Kansas cases after Hayden and Rivers, where the issue to be decided was peripheral to whether circumstantial evidence will support a claim of pilot negligence in a dual control airplane accident case, the level of evidence required in such a case has been commented on. We decline to adopt a doctrine that holds a pilot responsible for the negligent act, irrespective of whether that pilot is in actual operation of the controls at the time of the fatal crash. On appeal, we apply the same rules as the district court, and where we find reasonable minds could differ as to the conclusions drawn from the evidence, summary judgment must be denied. Resolving all facts and inferences in favor of the plaintiff Friesen-Hall, the question as to who was piloting the dual control airplane when the event occurred that caused the airplane to crash is still left to speculation, surmise, or conjecture. The district court did not err in granting summary judgment to the defendant.

Chapter 2 : Houston Oil Co. of Texas v. Hayden, S.W. , Tex. â€“ calendrierdelascience.com

Prior to that reunion several had been to England and visited their relatives, the ancestral estates, looked up their "lines" and their coat of arms. In the 's a Hayden quarterly was published for about 4 years called the Hayden Families and it has lately been published again.

The history of this litigation may be seen in 44 Texas Civ. The writs of error by which the case is brought to this court are from the decision last cited. Hayden and others as plaintiffs, and the Houston Oil Company of Texas and others as defendants, there were two sets of interveners, viz.: Thompson and those acting with him, who will be referred to as the first interveners, and S. Kidd and those acting with him, who will be called the second interveners. The controversy is over the title to the tract of land now in Hardin County, but formerly in Liberty County, which was patented in June, , to the heirs of Washington R. District Court, May Term, Logan, administrator of Washington R. Griffin, deceased, obtained from the Board of Land Commissioners for the County of Liberty, a certificate for one-third of a league of land, dated the first day of February, A. That the Board of Commissioners appointed under an Act entitled "An Act to detect fraudulent land certificates, and to provide for issuing patents to legal claimants," passed January 29, A. Griffin, and a jury being duly empanelled, tried and sworn to try the issue therein between said plaintiff and the State of Texas, and after hearing the evidence and being fully charged, retired, and after consultation brought in the following verdict, to wit: Griffin for one-third of a league of land, as aforesaid. Loving, clerk of the District Court in and for the county of Liberty, State of Texas, have hereunto set my hand and affixed the seal of the District Court this third day of May, A. Loving, Clerk, Seal By Chas. Buckley, Judge Seventh Judicial District. Griffin, 1 File Decree of District Court of Liberty County. Liberty District Court, May Term, Hayden and others, claim under a chain of title from Jackson H. Griffin, mentioned in the decree, down to their ancestor Peter Hayden, two of the deeds in which, viz.: Lund and the other from Lund to Clements and Hayden were not produced, but were established by the verdict of the jury upon evidence which tended to prove them and which was held by the Court of Civil Appeals to be sufficient. The first of these deeds was executed prior to and the latter on the 16th day of October of that year, but, if they were ever recorded, the record was destroyed and never restored prior to the conveyance by the heirs of Jackson H. Griffin, stated below, under which defendants claim. The defendants claim under Jackson H. Griffin by deed from his heirs to C. Votaw, September 5, , deed from Votaw to W. Moody, April 27, , deed from Moody to John H. Kirby, March 21, , after this suit was commenced against Kirby and Moody, and by conveyance from Kirby pending suit to the Houston Oil Company. Griffin of the full blood. Griffin was his half brother and Scythia Griffin his half sister. The second interveners are the heirs of Scythia. Under the law of the Republic of Texas, existing at the death of Washington R. Griffin, those of the full blood inherited to the exclusion of those of the half blood. After the first interveners came in, they and the plaintiffs settled their controversy, agreeing upon a division of the land, and prosecuted the action in the assertion of both the titles against the defendants and the second interveners. All the issues of fact were found in their favor by the jury upon special issues and judgment was rendered for them for the land and for a sum of money against Kirby for the value of the timber cut. In the Court of Civil Appeals the judgment as to the land was modified in some respects not now questioned and otherwise sustained, and the judgment for money against Kirby was reversed and judgment was rendered in his favor as to that claim, for the reason that the evidence showed no liability on his part. The plaintiffs and first interveners have joined in one application for writ of error and the defendants in another. We deem it unnecessary to say more than that the statement made by the Court of Civil Appeals affecting that question shows the action of the court with respect thereto to have been correct. The first question arises from the attack made by counsel for the defendants upon the holding of the Court of Civil Appeals that the first interveners had title superior to that of Jackson H. Griffin, their proposition being that the decree of conclusively establishes his title to the certificate. We are of the opinion that this contention is sustained by the decisions of this court, those more especially in point being Burkett v. In the former case the question was as to the effect of a certificate issued by one of the Boards of Land Commissioners to persons named and stated to be the heirs

of another, who was entitled to the land by virtue of a certificate previously issued, and of a patent to the heirs of such other based upon such action of the Land Commissioners. The original record in that case shows that the trial judge found as a fact that those designated by the Board of Land Commissioners as heirs were not such, but that another person was the heir of him who was originally entitled to acquire the land, the precise condition existing in this case. That holding was reversed by this court, the opinion saying as to the conclusiveness of the action of the Board: The security of property and the repose of society demand the consistent maintenance of this principle. If it were departed from, no man could rely upon any ancient title. The law, in its principles and practice, is eminently conservative. Rights that rest upon the past adjudications of early tribunals and officials must be upheld and respected. Bargas, supra, the question certified was whether or not the finding of one of such Boards, that the person to whom it issued the unconditional certificate had acquired title to the conditional certificate by assignment from the original holder thereof, was evidence against the heirs of the original holder of the fact of assignment; and the question was answered in the affirmative. The certificate from the Court of Civil Appeals did not call for a ruling as to the conclusiveness of the evidence, and, hence, there was no expression of opinion as to that, but the decision is based upon the same doctrine as that of Burkett v. That doctrine, in its application to different facts, had previously been thoroughly established by other decisions, as shown in the cases cited in Burkett v. Scarborough, but had not before been carried so far. We find it impossible to give to such a decree as that here in question less effect than has thus been ascribed to the actions of the Boards of Land Commissioners. The proceeding in court was authorized to secure the very relief which the party had not secured from such a Board, viz.: One fact to be determined, whether the investigation took place before a Board or a court, was the right of the party seeking the decree to the certificate claimed, and that fact was expressly ascertained by the decree in question. The views which have been laid down in the opinions referred to are not to be justified upon the ordinary principles which determine the effect of judgments inter partes. According to those principles, judgments are not binding upon, and can not take away the rights of, any persons except parties or privies. But the purpose of the special proceedings, authorized by the laws under which that in question was had, was to ascertain who were entitled to receive from the Republic lands not yet granted to any one. No person could procure such a grant until his right to it had been established in the prescribed way. The ascertainment that one was entitled to it, and the extension of the patent to him, identified him, not another, as the grantee. In other words, proof at this time that a grantee, whose title is thus shown, was not, and that others were, entitled to the land does not alter the fact that he, not they, received it. Consistently with this view, it may be true that in a case like this the true heirs of the party originally entitled could, at the proper time, have shown the facts and have charged the person who received the title as their trustee, and that the decree would not have precluded them in a proceeding brought for that purpose. Hence, the Court of Civil Appeals may have been correct in holding that the decree does not conclusively determine the fact of heirship for all purposes, but that proposition does not reach the difficulty. It remains true that the full brothers and sisters of Washington R. Griffin did not, and that Jackson H. Griffin did, receive a grant of this land, and that it is now much too late for them to establish any equitable right under that grant as against purchasers from him. Ordinarily a patent to the heirs of a deceased person conveys the title to those persons who are the true heirs at law, but under the decision in Burkett v. Scarborough, where the certificate on which the patent is based shows that it was granted by a Board or a court, to particular persons as such heirs, the patent is to be regarded as a grant to those persons. This disposes of the claims of all the interveners and it remains to determine which is the superior title under Jackson H. Griffin, that of plaintiffs or that of defendants. That of the plaintiffs, being the elder, must, of course, prevail unless the defendants have shown that either Votaw or Kirby was an innocent purchaser. Counsel for defendants contend that the evidence conclusively shows that both were. This makes proper a fuller statement of the facts concerning their purchases. From , when, according to the finding of the jury, Peter Hayden became the owner of the land under purchase from Jackson H. Griffin, until about the time of the conveyance by the heirs of the latter to Votaw in , Hayden had been the only active claimant. He had paid all taxes on the land for most, but not all, of the intervening years, no other claim appearing. In he secured a written contract of tenancy from a squatter named Loftin, who was living on but not claiming the land, the contract restricting

its operation to a year unless renewed which was not done. Towards the end of Loftin declined to renew the contract and moved to a home which he had purchased on an adjoining tract, but continued to cultivate a field which was open on the land in controversy, until the house was occupied by his son-in-law, Swearengen, who lived there for several years and left, when Loftin resumed and kept up the cultivation of the field until Votaw purchased and for some years thereafter. The testimony of Loftin is extremely unsatisfactory upon the question whether or not he and Swearengen held possession for Hayden, some of his statements being clearly to the effect that he did not after , and that Swearengen did not at any time, and other statements tending to show that at all times both so held. This question was pointedly put to the jury by the charge of the trial judge and answered in favor of plaintiffs. It is therefore apparent, in this state of the record, that we can not hold that there was a possession under Hayden when Votaw purchased, sufficient of itself to charge him with notice; and the other facts touching the question must be examined. It appears that the power of attorney from the heirs of Jackson H. Griffin to Hugh Jackson, made in , under which the deed to Votaw was executed, contained no reference to the land in controversy but was a general one "to enter upon, take possession of, sue for, recover from, or compromise with adverse claimants, all lands in which the makers owned any legal or equitable interest in Hardin County," and to sell all land "recovered or discovered" by the attorney and to execute quitclaim or special warranty deeds to such lands, with other incidental powers. It conveyed to Jackson an undivided half interest in all lands, claims, rights, titles and interests recovered by him, etc. The deed made to Votaw was a special warranty deed for the land. Hugh Jackson testified that according to his best recollection, his information was that the land belonged to the heirs of the original grantee; that this information came from Votaw, who asked him if he knew the heirs and if he could get a power of attorney from them, saying he wanted either to get a power of attorney or to buy the land; that thereupon he, Jackson, corresponded with the heirs and they executed the power to him because they did not know Votaw and would not give it to him; that the witness had no knowledge of the records of Hardin County and made no examination for, or report to, Votaw as to the sufficiency of the title. There are, perhaps, other facts that might he referred to, but we think this statement is sufficient to show that this court can not hold that Votaw is conclusively shown to have been an innocent purchaser, if, indeed, the facts would warrant such a conclusion. To constitute him such, three elements were essential â€” valuable consideration, absence of notice and good faith. In many cases the transaction is such that the questions of consideration and notice are practically the only ones, the element of good faith being regarded as present or absent according to the findings on those points. Although there be no knowledge of an adverse claim, and no circumstances actually brought to the attention of the intending purchaser pointing to one, he may yet appear to have remained purposely ignorant of facts of which he would have learned had he been scrupulous about the rights of others; the circumstances may show that he has merely speculated on the absence of the proper record evidence of claims, not actually known but suspected by him to exist, by attempting to acquire, through the aid of the registration laws, a title which he does not really believe to be in his grantor. Such, in our opinion, would be a flagrant case of bad faith, and such some of the evidence authorized, if it did not require, the jury to find this case to be. And the consideration, although a valuable one, was, according to the testimony of Pedigo, so inadequate as to suggest for the consideration of the jury the questions as to good faith and notice. As to Kirby, he was never himself a purchaser before the suit was begun. The transaction in which the deed was executed by Votaw to Moody was such that it would have created a right in Kirby had the title passed thereby, but not such as to put him in the position of an innocent purchaser, conceding that he had no notice of the other title. That transaction was briefly this: Votaw had conveyed the land in controversy to Moore in exchange for a stock of goods, and, it was agreed that the land should be conveyed to Moody as security to him as well as to Kirby, the understanding being that in case Kirby had to pay the debt he should be indemnified in that way. Moore thereupon surrendered the deed which had been executed to him by Votaw and the latter made the deed to Moody, and, when Kirby paid the debt, the deed from Moody to him was executed. This statement makes it evident that Kirby, until the execution of the last mentioned deed, was merely a beneficiary, to the extent stated, of the legal title held in trust either by Moore or Moody, and can not maintain the defense of innocent purchaser unless the holder of such title took as such. Ross, 3 Head, 59; Pope v.

Chapter 3 : Will Hayden - Wikipedia

From , when, according to the finding of the jury, Peter Hayden became the owner of the land under purchase from Jackson H. Griffin, until about the time of the conveyance by the heirs of the latter to Votaw in , Hayden had been the only active claimant.

Ephraim appears on the Surry County, NC, federal census in a household of 14 individuals. On the Surry, NC, federal census he is in a household of 13 individuals. The difference was one female who was Sarah, or Sallie. Calculating from the birth of their first child, it appears Asa and Sallie married abt. It is not known how Asa and Sallie met, but a newspaper article provides us a picture of a strong romance. They returned to Georgia by horseback carrying her quilts and their wardrobe in the saddlebags. In late , Haden died intestate; i. Morgan County was established on December 10, from Baldwin County. Asa was evidently in Morgan County before this date. Asa is shown on the tax list for Morgan County and last appears in this county in But, as the years went by he accumulated more and more land. Asa Prior is on p. Foundation grant, Deed Book C, Pg. Winfery Lckett, Epps Duke, J. Recorded 4 July It is agreed that old Mr. Milledgeville Road on old boundary, S. Winfery Lockett, Epps Duke, J. Deed Book D, Pg. Recorded 14 March Deed Book E, Pg. Fannin, George Chatfield, J. Recorded 1 May Deed Book F, Pg. Cook to Asa Prior, both of said co. Recorded 7 July Morgan, Dunstan Blackwell, Jos. Beasley of said co. Deed Book G, Pg. George Barnet, Robert Pearman, J. Mapp, Hugh Means, J. Recorded 17 July Sundry executions issued from Superior Court of same co. Sold at public sale as property of Edmond Raimey. Asa Prier was the highest bidder. Before the move to Paulding County, fourteen children had been born. Their next son, Middleton E. Asa had two sons! But, they were born deaf. Matilda Gartrel Prior born May 24, was their third child and, needless to say, they were overjoyed when she could hear. Their third son, Haden Mathew Prior, born January 4, , could also hear. Their fourth son, Allen Prior, was born on January 20, Sallie was pregnant again when he died March 1, four months before the next son, Andrew Jackson Prior, was born on July 12, Next, they welcomed a set of twin girls, Mary Jane and Martha W. Then, on January 20, , another daughter, Minerva E. Another son, Asa Alfred was born on June 5, Unfortunately, the ups and downs of being a parent continued. Mary Jane died on October 24, Asa Alfred died on August 3, William Henry Clay Prior was born on February 2, Three deaf children followed: Prior on July 28, Sallie was 45 years old. It is difficult to imagine her state of mind. In , Matilda married George W. West, and the couple shortly moved to the previous Indian territory of Paulding County. Ephraim, Middleton, and Abigail would never marry. Considering their misfortunes and successes, it is not surprising that Asa and Sallie also decided to make a change in their residence. By this time, Asa was financially able to offer Sallie a comfortable new home. Prior was the only citizen. He owned two dwellings, the one now occupied by Dr. Borders, and the other stood on or near the spot now occupied by Dr. His home in Cedartown was not designated as being in Polk County until Minerva married Richard P. Sallie was probably pleased that her sons had married, but she would not get to enjoy the marriage of Minerva. Sallie died on January 2, Family legend is that she died from cancer. She is buried in the Asa Prior Cemetery in Cedartown. The inscription on the concrete slab on her bricked grave has almost disappeared. A new metal plate has been placed on the front side with this inscription:

Chapter 4 : Partition of Heirs Property Act Summary

Hayden Panettiere's parents are now officially divorced, and her father reportedly owes her $, for paying his legal fees.

This agreement shall be interpreted, construed, and enforced pursuant to the laws of the State of Colorado. The normal Membership Term shall be for a term of 12 months. Failure to adhere to the Bylaws of Club, terms of Membership Contract, or State and Federal law will result in immediate termination of Membership. Renewal shall be at the full discretion of Club officers and is not guaranteed in any circumstance. REMEDY In the event Club deems it necessary to engage legal counsel to enforce provisions of this agreement, the rules, regulations or bylaws of Club against Member, such Member agrees to pay all reasonable attorney fees and costs of suit incurred by Club. Hayden Leasing, LLC 6. Member understands the Club property consists of undeveloped and untamed land, and is familiar with the dangers and hazards that may occur on such land. Member understands that hunting is a dangerous activity and that there may be hazards. Club makes no warranty that the land is free of hazards commonly known to occur on undeveloped, agricultural, or conservation reserve acreage. These dangers include but are not limited to: Member understands and realizes there are inherent dangers from the sport of hunting, and engaging in such activities on the Land, including danger from other hunters, the inherent danger of injury from the presence or use of firearms, and other dangers of any nature whatsoever, including dangers of bodily injury or damage which may occur from activities related to hunting such as, the use of hunting knives, axes, arrows, traveling by vehicle over rough terrain, getting into and out of stands for hunting, and the risk of such injury or damage caused by other hunters. Member, as agent for his family, heirs, assigns, and other such individuals hereby expressly stipulates to and covenants to the above conditions. Failure of Guest to sign individual release of liability as stated in By-Laws, shall result in forfeit of membership by Member. Member further agrees to indemnify and reimburse Club against any cause of action brought by their Guest against Club or other Member. NOTICE Signing this agreement, Member acknowledges and affirms that the foregoing release, indemnification and discharge waives potentially valuable causes of action or claims. Member is advised to seek legal counsel prior to signing this agreement. All sales are final. All members must have completed State-Approved hunter safety course. Members are responsible for any and all acts or negligence of their guests. Any unsafe act by any hunter will cause automatic suspension and removal from club property. Any unlawful act will be reported to proper authorities. Unlawful acts or those acts contrary to a safe hunting environment will result in termination of Membership. Membership access runs from September 1st through the following year on May 31st. Membership fees need to be paid prior to access to lands. All hunters, members and guests, must sign a release form before hunting. Members who fail to submit liability waivers for those guests invited by them shall indemnify and reimburse Hayden Leasing, LLC in the event of any action or lawsuit by their guests against Hayden Leasing, LLC. All new members are subject to probationary, Zero-Tolerance period for their first year of membership. Parents are required to sign a release form for the minor. Youth must follow all state hunting guidelines and regulations. Parents are responsible for the acts of their minor child. During the hunts, all members and guests will obey the state hunting regulations. Hunts will begin at legal shooting light. Any person, member or guest killing a deer during season, will be responsible for cleaning the deer, cleaning the skinning shed and removing the remains. Dumping of carcass is the responsibility of the Member. Planning and communicating deer hunts is critical to game management and low pressure hunting. Please consult manager to review deer hunting opportunities. No upland birds or waterfowl will be hunted during rifle deer season. Shooting predators is allowed anytime of the lease, including coyotes, foxes and bobcat. Members are allowed a maximum of two 2 guests per visit. Members are responsible for their guest. No guest will be allowed to hunt the first week of each season. Members will be responsible for collecting guest fees and signing a release form. Forms and fees MUST be submitted prior to hunting. Theft will not be tolerated. Suspension of member and prosecution will be enforced. Positively NO alcoholic beverages are allowed while hunting. This means no beer during lunch. Persons failing to comply will be suspended before hunting for the remainder of the hunting season. Any person caught or reported using any kind of narcotic drug anytime on

club property will be suspended. This does not include prescription drugs. Positively NO littering This includes while on stands. Anyone littering will be suspended for the remainder of the hunting season. All members are encouraged to have a dog box to keep dog in during the night. There will be a kennel at the lodge but not guaranteed a spot. All dogs need to be current on all vaccines. Any member found to be in violation of these rules or otherwise contributing to an unsafe or unenjoyable hunting atmosphere will be suspended at the full discretion of Hayden Leasing, LLC. Any time a member or guest arrives at the clubhouse, all individuals present must sign into the logbook. Members must log out of the book when they leave the property.

Chapter 5 : Hayden Ancestry including passage on Mayflower

this proceeding on the grounds that they are the heirs of Hayden and that their interests would be affected by the two appeals before the Board. The motion was granted the same day.

He and 5 of his sons served in Rev. John b d m Charity Gard Enoch b d Noah b Charlotte bap William Belemus b This son was deeded land by his parents in W. Pamela Webb Lot The family records vary as to the list of children and some omit the last four. Wolfert apparently never came to this country but his wife or widow? She stood sponsor for her grandsons at their baptisms and finally for Hans Kierstede, her great-grandson, grandchild of her daughter Anneke Jans Roclofse Bogardus. Anneke Jans Webber who m. Sara b d c Daughter m. Everardus Bogardus in Much has been written about Anneke Jans and her farm which was confiscated by the English when she failed to file her claim to land with the new government. In her will dated Jan. In her home in Beverwyck was sold in settlement of her estate. Kierstede was a "chirugen" for Dutch East India Co. Sara Rocloffse Kierstede Van Borsum Southoff left a lengthy will dated July 29, in which first are named her children by Kierstede. Her house was on the north corner of Pearl and Whitehall, now site of Trinity churchyard. Sara was well acquainted with the Indian language and acted as interpreter for Peter Stuyvesant. Hans b Jacobus b Letters of Administration were granted Jan. The inventory of his estate showed 1 dwelling house, 15 old chirugeon books, lot of small amount. Letters of Administration on the estate of John Kierstede of Richmond, deceased, were granted to his brother Samuel Aug 13, No record has been located of their marriage but the birthdate of John Hayden, the oldest son, indicates it was Priscilla Webb b Braintree, Mass. In Samuel and his wife Priscilla conveyed her inheritance consisting of housing, farm land and a mill to her brother John Webb. On one property transaction Samuel was listed as a miller. About his name and the names of several sons disappear from the Braintree records. Samuel Hayden b d Samuel b Amy b d?

Chapter 6 : Michael Hayden (general) - Wikipedia

Hayden Outdoors, LLC is a real estate brokerage service that specializes in promoting land for sale, ranches for sale, recreational properties for sale, farms for sale, rural luxury homes, waterfront properties, hunting land for sale and more for our exclusive members.

For many of these families, real estate is their single most valuable asset. Rural African-American families have been hit especially hard. Following the civil war, African-Americans acquired between sixteen and nineteen million acres of agricultural land by Today, African- Americans retain only about seven million acres of that land. State Laws Create a Tenancy-in-Common by Default Most higher-income families engage in sophisticated estate planning, ensuring a smooth transfer of wealth to the next generation. In contrast, lower-income landowners are more likely to use a simple will to divide property among children, or to die intestate. An Example of Heirs Property Loss To illustrate the problem, imagine a widow with three children who owns a small farm, including a farmhouse where she lives. Unless the widow makes other provisions in her estate plan, when she dies the three children will inherit the property as tenants-in-common. That is, the children will each own a one-third share of the undivided piece of real estate. Imagine further that two of the children would like to maintain their ownership of the farm, but the third child wants to convert his share into cash. Because his siblings cannot afford to buy him out, he sells his one- third interest to an unrelated real estate investor. In a tenancy-in-common, any co-tenant may file an action with a court to partition the property. In resolving a partition action, the court has two main remedies available: A partition-in-kind physically divides the property into shares of proportional value and gives each co-tenant full ownership of an individual share. However, if it is not possible to divide the property equitably, the court will often order a partition-by-sale, whereby the property is sold as a single parcel and the cash distributed to the co-tenants in proportion to their ownership. Returning to our example, the unrelated investor-owner can petition a court for partition of the farm. If the property contains only one farmhouse, dividing it into shares of equal value may be difficult or impossible. Therefore, a court is likely to order a partition-by-sale, forcing the two siblings to sell the property against their will. Even worse, forced sales often bring meager returns. The investor might purchase the remaining shares at a price well below their fair market value, and the siblings would have little to show for their inheritance. If both of those conditions exist, the act requires certain protections when a co-tenant files for a partition order: The co-tenant requesting the partition must give notice to all of the other co-tenants. If any co-tenant objects to the appraised value, the court must hold a hearing to consider other evidence. Any co-tenant except the co-tenant s requesting partition-by-sale may buy the interest of the co-tenant seeking partition for a proportional share of the court-determined fair market value. The co-tenants have 45 days to exercise their right of first refusal, and if exercised, another 60 days in which to arrange for financing. If no co-tenant elects to purchase shares from the co-tenant s seeking partition, the court must order a partition-in-kind, unless the court determines that partition-in-kind will result in great prejudice to the co-tenants as a group. UPHPA specifies the factors a court must consider when determining whether partition-in-kind is appropriate. If partition-in-kind is inappropriate and the court orders a partition-by-sale, the property must be offered for sale on the open market at a price no lower than the court-determined value for a reasonable period of time and in a commercially reasonable manner. If an open market sale is unsuccessful or the court determines that a sale by sealed bids or by auction would be more economically advantageous for the co-tenants as a group, the court may order a sale by one of those methods. Conclusion In summary, the Uniform Partition of Heirs Property Act preserves the right of a co-tenant to sell his or her interest in inherited real estate, while ensuring that the other co-tenants will have the necessary due process to prevent a forced sale: If the other co-tenants do not exercise their right to purchase property from the seller, the court must order a partition-in-kind if feasible, and if not, a commercially reasonable sale for fair market value.

Chapter 7 : Hayden Panettiere's dad owes her $K after divorcing her mom - AOL Entertainment

Feb. 5, , Asa Prior for $2, sold Haden M. Prior all that tract or parcel of land lying west of Cedar Town and south of the Cedar Town Spring branch containing twenty one acres more of less, said tract or parcel of land surveyed and laid off in Town lots by Jesse Watton.

He has a sister, Debby, and a brother, Harry. He went to St. He then attended graduate school at Duquesne for an M. He continues to be an avid fan of the hometown Pittsburgh Steelers, since the s traveling with his wife and family to at least three or four games a year. He also has served in senior staff positions in the Pentagon ; Headquarters U. Forces Korea , Yongsan Garrison. He has also worked in intelligence in Guam. Air Intelligence Agency[edit] From to , Hayden served as Commander of the AIA, an agency of 16, charged with defending and exploiting the "information domain. Meade , Maryland from March to April Internal government analysis indicated it suffered from a lack of quality management and an outdated IT infrastructure. In fact soon after he came on board, a huge part of the NSA network system crashed and was down for several days. Part of his plan to revitalize the agency was to introduce more outside contractors, induce a lot of old managers to retire and get rid of old management structures. Part of his plan also included increased openness at the agency; it had historically been one of the most secretive organs of government. He notably allowed James Bamford access for his book Body of Secrets. Details about its operations have been largely hidden, but it played a major role in the wars in Afghanistan and Iraq and the War on Terror. During his nomination hearings, Hayden defended his actions to Senator Russ Feingold and others, stating that he had relied upon legal advice from the White House that building the database was supported by Article Two of the United States Constitution executive branch powers in which the President must "take care that the laws be faithfully executed" , overriding legislative branch statutes forbidding warrantless surveillance of domestic calls, which included the Foreign Intelligence Surveillance Act FISA. Previously, this action would have required a warrant from a FISA court. The stated purpose of the database was to eavesdrop on international communications between persons within the U. The project was criticized by several NSA staffers for not including privacy protections for United States citizens and for being a waste of money. Kirk Wiebe, and Loomis, and others. Hayden severely rebuked these critics. Several quit in protest. You can help by adding to it. Instead a new office was created for this purpose; the Director of National Intelligence. Civil liberties[edit] On January 23, , Hayden participated in a news conference. Hayden referred to people who believed that torture of CIA detainees has never yielded useful intelligence as "interrogation deniers". Goss on May 5, Global surveillance disclosures â€”present In September , Hayden stressed the indisputable legality of "what the NSA is doing" and called Edward Snowden a "troubled young man" and "morally arrogant to a tremendous degree"; he also said about his prospects in Russia: Isolated, bored, lonely, depressedâ€”and most of them ended up alcoholics.

Chapter 8 : Hayden Hurst - Ravens TE - Fantasy Football - calendrierdelascience.com

Written testimony may be sent to the City of Hayden, Attn: Community and Economic Development Department, N Government Way, Hayden, Idaho, ; faxed to () ; or, emailed to.

Chapter 9 : Justin Timberlake, calendrierdelascience.com Can't Kill 'Damn Girl' Suit - Law

Assigns of Hayden Cole fka Hayden Hill; Known and Unknown Heirs, Successors, and Assigns of Isabel R. Weber; Known and Unknown Heirs, Successors, and Assigns of.