the general habits of its species, or from any vicious habits of the particular animal, known to the owner or other person intended to be charged. All such damages are injuries.

6. Every man is bound to use his own property so as not to damage his neighbour. If any person make use of his own property in a manner prejudicial to his neighbour's interest, it is an injury.

7. Injuries either to the person, reputation, or domestic relations of another, are called personal injuries. The breach of a promise to marry is a personal injury.

8. Domestic relations are those of husband and wife, parent and child, guardian and ward, master and servant.

9. Personal injuries die with the person, and no action for them can be maintained by or against representatives or trustees. A man who has assigned his property for the benefit of his creditors is still entitled to maintain, and liable to, actions for personal injuries.

10. Omitting to do any act which a man has contracted to do, or doing any act which a man has contracted not to do, is an injury by means of the violation of a contract.

11. A contract is an agreement entered into by the assent of two or more minds, by which one party undertakes to give some valuable thing, or to do or omit some act, in consideration that the other party shall give, or has given, some valuable thing, or shall do, or has done, or omitted, some act. The consideration of a contract may be any thing which is troublesome or prejudicial in any degree to the party who performs or suffers it, or beneficial in any degree to the other party. An agreement without such a consideration is not a contract, but only a promise. The violation of a promise made without a consideration, although most frequently an immoral act, is not an injury for which an action at law will lie.

12. If one party to a contract is guilty of a fraud, which deprives the other party of the whole, or most important part, of the benefit of the contract, or neglects or refuses to perform the whole of his part of the contract, or so nearly the whole thereof, that what he performs is only nominally beneficial to the other party, it is not an injury for such other party to refuse to comply with his part of such contract, and no action will lie against him for so doing. But if the fraud, refusal, or neglect to perform, still leave a material and beneficial part of the contract which has been performed by the fraudulent, negligent, or refusing party, an action may be maintained by such party for the refusal or neglect of the other party to perform his part of such contract. But in such action the fraud, neglect, or refusal of the plaintiff, to perform any part of the contract, may be shewn to diminish the amount of the debt or damages to be recovered. Nevertheless, where parties have stipulated that things shall be done in a particular order, a plaintiff must shew that he has performed the act first to be performed by him, or that the defendant has dispensed with the performance thereof, before he can recover damages for the non-performance of a subsequent act.

13. No action can grow out of an immoral or illegal contract. The violation of such a contract is not an injury.

14. All contracts having any connexion with the slave trade, however remote such connexion may be, provided the parties to the contract are aware of its existence, are, with the exception in the next section, both immoral and illegal, and it is no injury to violate such a contract.

15. Contracts tending to the suppression of the slave trade are legal and valid.

16. All bets, and wagers, and contracts for the payment of money, or the delivery or transfer of any valuable thing upon any contingency or event, or upon the decision of any question, dispute, or controversy, are illegal, except contracts made and intended, by way of insurance or indemnity, from an actual loss or damage, sustained by means of such event, contingency, or decision. All contracts to pay money, or deliver, or transfer any valuable thing which has been won or lost at any game of chance or skill, to pay, or deliver, or transfer money or other thing, in lieu of any money or other thing so won or lost, and in general all wagering and gaming contracts, are also illegal. All contracts to indemnify any person from the consequences of any violation or omission of official duty, or other breach of the law, are also illegal. The violation of any of the contracts mentioned and declared illegal in this section, is not an injury.

17. Contracts to indemnify a public officer from the consequences of a mistake in the execution of a writ directed to him, are not within the meaning of the last section, and the violation of such a contract is an injury.

18. Injuries to property, other than violations of contract, may be committed by destroying it, by taking or detaining it from the possession of the owner, by any act, or unlawful omission, which may diminish its value, or lessen its security, or, lastly, by using it without consent of the proprietor.

19. The person in possession of any property, of any descrip-

Maryland Historical Society

The Maryland State Colonization Society Papers

XIII. Colonization Pamphlets

1. The Declaration of Rights,
The Constitution of the
State of Md. in Liberia
(rough draft, engrossed copy, printed copy)