had he not made such improvements, but he is responsible for all damage done to the leased property by him, either in consequence of such improvements, or of any other act authorized or permitted by him. If damage be done to leased property by an irresistible power, lawful or unlawful, or by wind, fire, or other action of the elements or powers of nature, the lessee is not answerable, unless it is clearly shewn that he provoked the violence, if the damage were occasioned by human violence, or in some way contributed to the calamity.

29. Every conveyance of real estate, shall be absolute as far as it goes, and shall not be liable to be defeated by any condition, limitation, provision, or clause in the deed contained, except only where the conveyance is by way of mortgage or lease, and to be defeated by payment of the debt, or non-payment of rent in the manner hereinbefore authorized.

30. Every conveyance of real estate, shall be made to the person for whose benefit it is designed, and not to one person in trust for another, except mortgages.

31. All clauses contained in any deed, contrary to the provisions of the two last sections, shall be utterly void.

32. The title to real property being always in writing, the grantor is not bound to indemnify the grantee for any defect in the title, unless he expressly contract so to do. A clause to that effect, called a warranty, may be inscribed in any deed, but will not be binding on a married woman who may execute such deed.

33. Real property may be disposed of by will to the same extent as by deed. The necessary formalities provided for in the ordinance for the temporary government of the colony, being observed. This extends as well to property acquired after as before making the will, provided an intention of disposing of after-acquired property is clearly expressed upon the face of the will.

34. The proprietor of real estate, has in general a perfect right to dispose of the same by legal deed or will, conformably to the regulations herein contained; but it is lawful to convey real estate to a woman by a deed containing a clause prohibiting her and her husband from conveying the same to any person whatever, and from anticipating the income thereof, which clause shall be valid and effectual to prevent such acts at any time when such woman is married, whether she have been married at the date of the deed or will under which she holds such property or at the period of her acquiring the same or not. But such clause shall produce no effect

on the rights of such woman over the property at any time when she is unmarried. Nevertheless, if she make a conveyance while single of property held under such clause, and take an absolute reconveyance, and then marry, the conveyance and re-conveyance, shall be vacated by the marriage, and she shall be entitled only under the deed with the restrictrive clause, and shall hold the property subject to the effect of such clause.

35. The original title to personal property brought from without the limits of the colony, is in the person who owned it in the place from whence it came. The original title to animals, is in the person who owned the female parent, or in the case of wild animals in the person who caught or killed them. The original title to vegetables is in the proprietor of the soil on which they grew, of artificial substances in him who owned the materials of which they were made.

36. The ordinary mode of transmitting title to personal property is by actual delivery of the property itself, the possession of personal property being, until explained, evidence of title.

37. The title to debts, the evidence of which is a writing, signed by the debtor or his agent, promising to pay the debt to the bearer, is transmitted by a delivery of such writing. The title to debts, the evidence of which is a writing, signed by the party or his agent, but not promising to pay the debt to the bearer, is transmitted by delivery of the writing, with an assignment endorsed thereon, and signed by the person intending to transmit the title. The title to debts, the evidence of which is a judgment, not rendered by a justice of the peace, is transmitted by an assignment in writing, signed by the person intending to transmit the title and filed in the court in which the judgment was rendered among the papers in the cause.

38. The title to personal property, which is not susceptible of delivery, such as growing crops and debts, the mode of transmitting title to which is not provided for in the last section, and such other property as from any cause cannot be delivered, and to all ships and sea-going vessels having decks, shall be transmitted by deed executed, acknowledged and recorded in all respects like deeds of real property.

39. When it is desired to transmit the title to other personal property without actual delivery, it is permitted to be done in the manner directed in the last section; but this permission must not be construed to extend to articles which perish or are consumed in the using, or to a stock in trade which is left in the house of the

Maryland Historical Society

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XIII. Colonization Pamphlets

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