



Foot Notes Of Law Terms from “Disclaimer / Rescission of Signature / Dissolution”

RV Bey Publications.com “Juris Prudence” Page

¹Arbitrary:

In an “arbitrary” manner, as fixed or done capriciously or at pleaser; without adequate determining principle, not founded in the nature of things; non-rational not done or acting according to reason or judgment; depending on the will alone; absolutely in power; capriciously; tyrannical; despotic; *Cornel va. Swisher County, Tex. Civ.Ap., 78 S.W.3d 1072, 1074.*

Without fair, solid, and substantial use; that is, without cause based upon the law. *U.S. v. Iotempio, D.C.N.Y., 58 F.2d 358, 359;* not governed by any fixed rules or standard. *People exrel. Hultman v. Gilchrist, 188 N.Y.S. 61, 64, 114 Misc. 651.*

²Prima facie:

At first sight; in the first appearance; in the face of it; so far as can be judged from the first disclosure; presumably; a fact presumed to be true unless disproved by some evidence to the contrary. *State ex rel. Herbert v. Whims, 68 Ohio App. 39, 38 N.E.2d 596, 599.*

³Ab Initio:

From the beginning; from the first act; entirely, as to all the acts done in the inception. A party may be said to be a trespasser, an estate to be good, an agreement or deed to be void, or marriage to be unlawful, ab initio. *Plow. 61, 16a; 1 Bl.Comm. 440; Hopkins v. Hopkins, 10 Johns. (N.Y.) 369.* (before contrasted with this sense with ex post facto)

⁴Colorable:

That which has or gives color. That which is in appearance only, and not in reality, what it purports to be. Counterfeit, feigned, having the appearance of truth. *Ellis v. Jones, 73 Colo. 516, 216 P. 257, 258.*

⁵Power Of Attorney:

A private attorney authorized by another to act in his place and stead, either for some particular purpose, as to do a particular act, or for the transaction of business in general, not of a legal character.

⁶Wardship:

In military tenures, the right of the lord to have custody, as guardian of the body and lands of the infant heir, without any account of profits, until he was twenty-one or she sixteen. In socage the guardian was accountable for profits; and he was not the lord, but the nearest relative to whom the inheritance could not descend, and the wardship ceased at fourteen. In copyholds, the lord was the guardian, but was perhaps accountable for profits.

⁷ Minority:

The state or condition of a minor; infancy.

⁸ Abandonment:

The surrender, relinquishment, disclaimer, or cession of property or of rights. Voluntary relinquishment of all right, title, claim and possession, with the intention of not reclaiming it. The giving up of a thing absolutely, without reference to any particular person or purpose, as vacating property with the intention of not returning, so that it may be appropriated by the next comer or finder. Intention to forsake or relinquish the thing is an essential element, to be proved by visible acts. The voluntary relinquishment of possession of a thing by owner with intention of terminating his ownership, but without vesting it in any other person. The relinquishing of all title, possession, or claim, or a virtual, intentional throwing away of property.

Abandonment includes both intention to abandon and the external act by which the intentions carried into effect. In determining whether one has abandoned his property or rights, the intention is the first and paramount object of inquiry, for there can be no abandonment without the intention to abandon. Generally, "abandonment" can arise from a single act or from a series of acts.

Time is not an essential element of "abandonment", although the lapse of time may be evidence of an intention to abandon, and where it is accompanied by acts manifesting such an intention, it may be considered in determining whether there has been an abandonment.

"Abandonment" differs from surrender in that surrender requires an agreement, and from forfeiture, in that forfeiture may be against the intention of the party alleged to have forfeited

⁹ Color:

An appearance, semblance, or simulacrum, as distinguished from that which is real. A prima facie or apparent right. Hence, a deceptive appearance; a plausible, assumed exterior, concealing a lack of reality; a disguise or pretext. *Railroad Co. v. Allfree*, 63 Iowa 500, 30 N.W. 779; *Broughton v. Haywood*, 61 N.C. 383; *Wilt v. Bueter*, 186 Ind. 98, 111 N.E. 926, 929.

In pleading. Ground of action admitted to subsist in the opposite party by the pleading of one of the parties to an action, which is so set out as to be apparently valid, but which is in reality legally insufficient.

¹⁰ Color Of Authority:

That semblance or presumption of authority sustaining the acts of a public officer which is derived from his apparent title to the office or from a writ or other process in his hands apparently valid and regular. *State v. Oates*, 86 Wis. 634, 57 N.W. 296, 39 Am.St.Rep. 912.

¹¹Conspiratorial Extortion:

Extort: involuntary admission to overcome power of resistance through threat, duress, and coercion to unlawfully obtain money from another.

Conspiracy: A combination or an agreement between two or more persons, for accomplishing an unlawful end or a lawful end by unlawful means.

The essence of "conspiracy: is an agreement, together with an overt act, to do an unlawful act, or do a lawful act in an unlawful manner. Actors may drop out, and others drop in; details may change from time to time; the members need not know each other or the part played by others; a member need not know all the details of the plan or the operations; he must, however, know the purpose of the conspiracy and agree to become a party to a plan to effectuate that purpose.

Further, conspiracy is a consultation or agreement between two or more persons either falsely to accuse another of a crime punishable by law; or wrongfully to injure or prejudice a third person or any body of men, in any manner; or to commit any offense punishable by law; or to do any act with intent to prevent the course of justice; or to effect a legal purpose *with a corrupt intent, or by improper means.*

¹²Rescission of Contract:

Annulling or abrogation or unmaking of contract and the placing of the parties to it in the status quo. ***Sessions v. Meadow, 13 Cal.App.2d 748, 57 P.2d 548, 549, Kunde v. O'Brian, 214 Iowa 921, 243 N.W. 594, 595.*** It necessarily involves a repudiation of the contract and a refusal of the moving party to be further bound by it. ***Wall v. Zynda, 283 Mich. 260, 278 N.W. 66, 68, 114 A.L.R. 1521.***

¹³Dissolve:

To terminate; abrogate; cancel; annul; disintegrate. To release or unloose the binding force of anything. As to "Dissolve a corporation" to "dissolve an injunction." See *dissolution*.

¹⁴Dissolution In Contracts:

The dissolution of a contract is the cancellation or abrogation of it by the parties themselves, with the effect of annulling the binding force of the agreement, and restoring each part to his original rights. In this sense it is frequently used in the phrase dissolution of a partnership." ***Williston v. Camp, 9 Mont. 88, 22 P.501***

¹⁵Dissolution In Practice:

The act of rendering a legal proceeding null, abrogating or revoking it; unloosing its constraining force; as when an injunction is dissolved by the court.

¹⁶Dissolution Of Corporation:

The dissolution of a corporation is the termination of its existence as a body politic. This may take place in several ways; as by act of the legislature, where that is constitutional by surrender or forfeiture of its charter; by expiration of its charter by lapse of time; by proceedings for winding it up under the law; by loss of all its members or their reduction below the statutory limit. *New York Title & Mortgage Co. v. Friedman, 276 N.Y.S. 72, 153 Misc. 697; Bruun v. Katz Drug Co., 351 Mo. 731, 173 S.W. 2d 906, 909*

¹⁷Disclaimer:

The repudiation or renunciation of a claim or power vested in a person or which he had formerly alleged to be his. The refusal, or rejection of an estate or right offered to a person. The disavowal, denial, or renunciation of an interest, right, or property imputed to a person or alleged to be his. Also the declaration, or the instrument, by which such disclaimer is published. *Moore v. Clackamas County*, 40 Or. 536, 67 P. 662.

¹⁸“Disclosure:

Revelation; the imparting of that which is secret. *Commonwealth v. Chesapeake & O. Ry. Co.*, 137 Va. 526, 130 S.E. 506, 509.

¹⁹Negotiable Instruments:

An instrument embodying an obligation for the payment of money is called “negotiable” when the legal title to the instrument itself and to the whole amount of money expressed upon its face, with the right to sue therefore in his own name, may be transferred from one person another without a formal assignment, but by mere indorsement and delivery by the holder or by delivery only. 1 *Daniel, Nego. Inst. 1; Walker v. Ocean Bank*, 19 Ind. 247; *Robinson v. Wilkinson*, 38 Mich. 299.

Any written securities which may be transferred by indorsement and delivery or by delivery merely, so as to vest in the indorsee the legal title, and thus enable him to sue thereon in his own name.

²⁰Adhesion:

Joining, leagued with, cleaving to.

²¹Nunc Pro Tunc:

Now for then. Nunc pro tunc entry is an entry made now of something actually previously done to have effect of former date; office being not to supply omitted action, but to supply omission in record of action really had but omitted through inadvertence or mistake.

²²Abrogate:

To annul, repeal, or destroy; to annul or repeal an order or rule issued by a subordinate authority; to repeal a former law by legislative act, or by usage.

²³Color-of-Law:

The appearance of semblance, without the substance, of legal right. *State v. Brechler*, 185 Wis. 599, 202 N.W. 144, 148.

²⁴Color Of Office:

An act unjustly done by the countenance of an office, being grounded upon corruption, to which the office is as a shadow and color. *Plow. 64. Day v. National Bond & Investment Co.*, *Mo.App.*, 99 S.W.2d 117, 119.

A claim or assumption of right to do an act by virtue of an office, made by a person who is legally destitute of any such right. *Feller v. Gaes*, 30 Or. 543, 67 P. 416, 56, R.A. 630, 91 Am.St.Rep. 492; *Citizens’ Bank of Colquitt v. American Surety Co. of New York*, 174 Ga. 852, 164 S.E. 817; *Pontiac Trust Co. v. Newell*, 266 Mich. 490, 254 N.W. 178, 181.
