

THE WOLTERS KLUWER

BOUVIER LAW DICTIONARY

Compact Edition

Stephen Michael Sheppard
General Editor



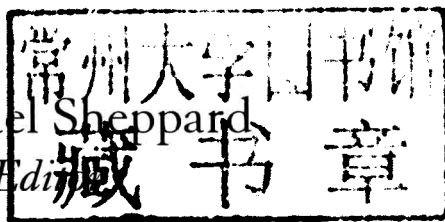
Wolters Kluwer
Law & Business

THE WOLTERS KLUWER

BOUVIER LAW DICTIONARY

Compact Edition

Stephen Michael Sheppard
General Editor



Wolters Kluwer
Law & Business

Copyright © 2011 CCH Incorporated.

Published by Wolters Kluwer Law & Business in New York.

Wolters Kluwer Law & Business serves customers worldwide with CCH, Aspen Publishers, and Kluwer Law International products. (www.wolterskluwerlb.com)

No part of this publication may be reproduced or transmitted in any form or by any means, electronic or mechanical, including photocopy, recording, or utilized by any information storage or retrieval system, without written permission from the publisher. For information about permissions or to request permissions online, visit us at www.wolterskluwerlb.com, or a written request may be faxed to our permissions department at 212-771-0805.

To contact Customer Service, e-mail customer.service@wolterskluwer.com, call 1-800-234-1660, fax 1-800-901-9075, or mail correspondence to:

Wolters Kluwer Law & Business
Attn: Order Department
PO Box 990
Frederick, MD 21705

Printed in the United States of America.

1 2 3 4 5 6 7 8 9 0

ISBN 978-0-7355-6852-5

Library of Congress Cataloging-in-Publication Data

The Wolters Kluwer Bouvier law dictionary / Stephen Michael Sheppard, general editor. — Compact ed.

p. cm.

Based on Bouvier's final text and other classic materials.

Includes bibliographical references.

ISBN 978-0-7355-6852-5

1. Law — United States — Dictionaries. I. Sheppard, Steve, 1963– II. Bouvier, John, 1787–1851. A law dictionary, adapted to the Constitution and laws of the United States of America, and of the several states of the American union. III. Title: Bouvier law dictionary.

KF156.W65 2011

349.7303 — dc23

2011018820

THE WOLTERS KLUWER

BOUVIER

LAW DICTIONARY

Compact Edition

About Wolters Kluwer Law & Business

Wolters Kluwer Law & Business is a leading global provider of intelligent information and digital solutions for legal and business professionals in key specialty areas, and respected educational resources for professors and law students. Wolters Kluwer Law & Business connects legal and business professionals as well as those in the education market with timely, specialized authoritative content and information-enabled solutions to support success through productivity, accuracy and mobility.

Serving customers worldwide, Wolters Kluwer Law & Business products include those under the Aspen Publishers, CCH, Kluwer Law International, Loislaw, Best Case, ftwilliam.com and MediRegs family of products.

CCH products have been a trusted resource since 1913, and are highly regarded resources for legal, securities, antitrust and trade regulation, government contracting, banking, pension, payroll, employment and labor, and healthcare reimbursement and compliance professionals.

Aspen Publishers products provide essential information to attorneys, business professionals and law students. Written by preeminent authorities, the product line offers analytical and practical information in a range of specialty practice areas from securities law and intellectual property to mergers and acquisitions and pension/benefits. Aspen's trusted legal education resources provide professors and students with high-quality, up-to-date and effective resources for successful instruction and study in all areas of the law.

Kluwer Law International products provide the global business community with reliable international legal information in English. Legal practitioners, corporate counsel and business executives around the world rely on Kluwer Law journals, looseleaves, books, and electronic products for comprehensive information in many areas of international legal practice.

Loislaw is a comprehensive online legal research product providing legal content to law firm practitioners of various specializations. Loislaw provides attorneys with the ability to quickly and efficiently find the necessary legal information they need, when and where they need it, by facilitating access to primary law as well as state-specific law, records, forms and treatises.

Best Case Solutions is the leading bankruptcy software product to the bankruptcy industry. It provides software and workflow tools to flawlessly streamline petition preparation and the electronic filing process, while timely incorporating ever-changing court requirements.

ftwilliam.com offers employee benefits professionals the highest quality plan documents (retirement, welfare and non-qualified) and government forms (5500/PBGC, 1099 and IRS) software at highly competitive prices.

MediRegs products provide integrated health care compliance content and software solutions for professionals in healthcare, higher education and life sciences, including professionals in accounting, law and consulting.

Wolters Kluwer Law & Business, a division of Wolters Kluwer, is headquartered in New York. Wolters Kluwer is a market-leading global information services company focused on professionals.

Welcome to the Bouvier Law Dictionary

The world of law is a world of words. To understand law requires understanding each word and each phrase through which it exists and is employed. More importantly, understanding these words and phrases requires understanding the nuance, variation, complexity, and controversy affecting the meaning of each term in different contexts. The customary tool for this understanding is a law dictionary.

This dictionary is directly based on the first major dictionary of American law, the great dictionary of John Bouvier. In the early 1800's, he defined each term with more than a brief statement, giving a summary followed by a long narrative of the term's meaning in context, based on illustrations chosen from classic and current treatises, statutes, and cases as well as the usage of the lawyers of his time. He drew material from U.S. law as well as English, Scots, French, Spanish, Dutch, German, and other national sources, which were the sources of law that influenced or controlled many questions before the American courts in the early republic.

The Bouvier Law Dictionary is an entirely new book, with new definitions for every term, based on quotations and entries from tens of thousands of new cases, books, and statutes, as well as on Bouvier's final text and other classic materials. The plan follows his patterns, with terms organized both by their relationship in the law and by the alphabet. Moreover, it has longer entries than has become typical of dictionaries, often including discussions of concepts and providing related sub-entries, even when the sub-entry does not happen to start with the same letter as the entry. Thus, this dictionary gives more information about most terms than other modern American law dictionaries, though it may not incorporate every possible term from history or practice.

Caveat Lector ("Let the Reader Beware")

A legal dictionary is a useful tool, but like all tools it must be used wisely. The *Bouvier* team has worked for nearly a decade to research, draft, and refine these definitions in order to help the reader understand what each word or phrase means in general and in some context of the role it plays in the law. Many words—in law, as in all speech and writing—vary in their meanings in different contexts. Different fields of law, different jurisdictions, even different sources of law in the same field and venue, may all use terms differently. The statements of the law that are incorporated into these definitions are intended to give light to the meaning of the word or phrase being defined, but they might not be accurate statements of the law in a given jurisdiction.

John Bouvier and His Law Dictionary

In 1859, John Bouvier wrote and published *A Law Dictionary, Adapted to the Constitution and Laws of the United States of America, and of the Several States of the American Union; with References to the Civil and Other Systems of Foreign Law*. For the next hundred years, the *Bouvier* was the essential legal reference work in the United States. It was the dictionary

of Daniel Webster, Abraham Lincoln, and Justice Oliver Wendell Holmes, Jr. It remained important in the twentieth century, being a reference of choice for the likes of Karl Llewellyn, John Henry Wigmore, and E. Allan Farnsworth.

Bouvier was born in France in 1787, immigrating with his family to Philadelphia when he was fifteen. His father died while John was a teenager, and he became apprenticed to a Philadelphia printer, opening his own press in 1808. He ran *The American Telegraph*, a weekly newspaper, and began studying law, becoming a lawyer in 1818 and a judge in 1836. An excellent writer, Bouvier wrote several law books, including the *Institutes of American Law*, but he is best remembered for the book to which he dedicated the remainder of his life—his dictionary.

The first law dictionary written for American lawyers, *Bouvier's Law Dictionary* included many terms from other legal systems, which he believed were necessary for a lawyer to understand and to practice law in the United States. It was encyclopedic, with long entries noting subtle differences in meaning and application, and it cited great numbers of opinions and other authorities, sometimes quoting them at length both to illustrate a term and to encourage readers to examine the original source. John Bouvier collected new material throughout his life, overseeing a second and a third edition. The 1853, or fourth edition, was published after his death, incorporating notes left in his papers.

Bouvier's dictionary was maintained and revised by later editors, including Francis Rawle (1846–1930), Daniel Angell Gleason (1836–1908), and William Edward Baldwin (1883–1966). Many publishers have presented different editions of the work, including the 1880 edition published by Little, Brown, a predecessor company to the Aspen Publishers division of Wolters Kluwer Law & Business. Newly printed copies of earlier editions may be purchased from Lawbook Exchange, a law publisher in Clark, New Jersey, and at www.lawbookexchange.com.

This 2011 edition, under the general editorship of Steve Sheppard, was commenced in 2005.

Scope of the 2011 Editions

The Bouvier Law Dictionary is being published in three editions for 2011: this compact edition, a desk edition, and an electronic edition. The compact edition includes all of the terms, along with their complete definitions, that appear in the other editions, and more than 8,000 entries defining over 10,000 terms. This compares well with the 6,600 terms of John Bouvier's great dictionary. The terms defined are selected because they are essential for the general study and practice of law. Added to these are a few terms to illustrate other ideas and concepts that a well-rounded lawyer should know or might find interesting. For example, this edition includes some essential terms of legal slang, including a number of Yiddish terms often used by lawyers.

The compact edition includes a complete and authoritative transcription of the U.S. Constitution and the Declaration of Independence. It also includes short biographies of every justice of the United States Supreme Court.

How to Use the Bouvier Law Dictionary Compact Edition

The Order of Words and Phrases

The *Bouvier Law Dictionary* is organized by idea and topic as well as by alphabet. Many words and phrases are organized in the manner of genus and species and only alphabetized within the grouping. There are many phrases that are therefore not in strict alphabetical order.

Locating Terms by Topic or Idea

Finding a legal phrase in a reference can be difficult. Do lawyers think of "crime of passion" as more about the crime or more about the passion, or do they think of it more as about homicide, or manslaughter, or criminal defenses? This difficulty is compounded by the variation common in the usage of common legal phrases. Is "Inferential Fact" or "Inference of Fact" the more appropriate label for this phrase? For that matter, which labels are best for "Question of Fact and Law" or "Issue of Fact and Law" or "Mixed Issue" or even "Mixed Fact"? This dictionary locates such terms not according to alphabet but according to the topic that is customarily or logically associated with the terms. So in the *Bouvier Law Dictionary*, **Inferential Fact** is a sub-entry of **Fact**. All of the other examples above are sub-entries of **Issue**, and to make them easier to read together, they are sub-issues of **Issue Before the Court**.

The approach of this reference is to organize most terms according to alphabet, but to place some terms (both words and phrases) that are essential to understanding a topic and also that are likely to be unknown to a person familiar to the topic as sub-entries under that topic. Thus, **Non-Attainment Zone** is under **Air Pollution**, a sub-entry of **Pollution**. Non-attainment zone is more likely to matter in the context of the Clean Air Act than in any other context, and the term is more likely to be noticed by a reader there and less likely to be sought under either "N," "A," or "Z." For the reader who would look for the entry under "N" or "Z," suitable cross-references will redirect the reader to the correct location in "P."

Rules for Alphabetization

The *Bouvier Law Dictionary* is alphabetized word by word, which is the organization of many library catalogs and other resources that index both phrases and single words. In word-by-word alphabetization, entries are first arranged according to the letters in the word and then, if a space or a hyphen follows, with the letters in each succeeding word. Put another way, the order of all the words and phrases follows the alphabet within words, but it starts over at the end of each word in a phrase.

Word-by-word alphabetization was the technique of word order selected by John Bouvier, and it allows all phrases beginning with the same word to stay in order. Thus, most series of phrases based on a single root word are clustered together and uninterrupted by a word in a different phrase or by words that have odd suffixes. The reader is warned that this is not the same mechanism used by many current dictionaries, but the current editor has retained John Bouvier's approach as

more suitable to a dictionary that contains many phrases, as law dictionaries must.

There are many phrases, however, that Bouvier alphabetized according to their nouns or the objects of prepositions, not the first word in the phrase. This forced alphabetization allows the reader to look for a term where the term seems more important than according to the word that happens to be first. Thus **Implied Acceptance** is under **Acceptance** not under **Implied**. Similarly, **Burden of Proof** is under **Proof** not **Burden**. Latin phrases, however, are alphabetized and organized by the first word customarily used, so, for example, **Habeas Corpus** is in "H" for "Habeas" rather than "C" for "Corpus."

The Structure of Entries

Using this organization, many entries are collected with similar entries in an encyclopedic structure. For example, the entry for **Capacity** has a variety of forms organized under **Criminal Capacity**, **Legal Capacity**, **Mental Capacity**, and **Testamentary Capacity**. Terms, such as **Insane Delusion**, that arise customarily as evidence of lost capacity in one sense are placed there, as it is under **Testamentary Capacity**. The whole of all of these terms thus provides a very rich context for understanding and applying aspects of the broad term, **Capacity**.

Each entry includes the word or phrase being defined, followed by a set of parentheses with variant forms of the word or phrase that are explained or defined by the definition. The definition follows, commencing with a brief sentence or phrase that summarizes the definition. The fuller narrative definition continues, often with one or more illustrations from case law or other materials for context. Many entries conclude with a note regarding grammar and usage. Longer entries include concepts that emphasize distinct questions that are often subject to more focused litigation, controversy, or variation among jurisdictions. Many entries conclude with cross-references for further comparison.

Homonym Entries

Many words have several meanings that are very distinct from one another. The various different words with the same letters are homonyms of one another. In this edition, many words are given several entries, so that homonyms are separately defined. In some references, homonyms are defined as alternative definitions within a single entry, and this is done here occasionally. More often, though, homonyms are disambiguated so that the development of each word may be more fully explored with a longer, separate entry and, in the desk edition, more illustrations.

Cross-References

To help the reader locate a reference quickly, cross-references are written using the entries and sub-entries needed to find the desired term. If a reference is to a

sub-entry, the reference will contain the entry, followed by the sub-entry. Because sub-entries are often organized under other sub-entries, the reference will include any sub-entries needed to find the desired entry. For example, to find the meaning of "feasibility" not in the general sense but in the sense of compulsory joinder of parties, the entry for **Feasibility** directs the reader to **Joinder, Joinder of Parties, Compulsory Joinder,** and **Feasibility**. Thus, the reader turns to "J," then runs down to **Joinder**, and then through the sub-entries of **Joinder of Parties** and then **Compulsory Joinder** until the reader reaches **Feasibility**. The few extra steps here make possible a more ready understanding of feasibility when reading the entry for **Compulsory Joinder**, which is the sense of "feasibility" in which in this edition the word is defined.

Some entries contain concepts, which, as discussed above, are components of the definition of an entry that are subject to particular elaboration or definition in the legal materials. These are signaled in cross-references with a thin vertical line (|) following the

entry or sub-entry in which they occur. Thus a cross-reference might be focused not just on an entry but on a concept within an entry, which would direct the reader to that part of the definition specifically. For example, a reference to the condemnation of an equitable servitude directs the reader to **Servitude, Equitable Servitude | Condemnation**, which is a part of the definition of equitable servitude. Condemnation in general is defined as a sense of condemnation, **Condemnation, Condemnation through Eminent Domain**.

Occasional Suspension of the Rules

Lexicography is an art and not a science. There are a few places where the usage of a term or its relationship to other terms suggests a location that does not perfectly fit the rules above. So it was in 1853 and so it remains with many references in these editions. In such cases, cross-references have been placed to ease location of the term by a reader who did not search for it as expected based on usage or relationships.

The Bouvier Law Dictionary Project

This edition was created very much the way dictionaries have been made since before Dr. Johnson's great *Dictionary of the English Language* of 1755. Lists of terms were assembled from many sources and organized into one long list. Several older references were frequently consulted, in our case primarily the 1853 edition of John Bouvier's dictionary, as well as nineteenth-century dictionaries of Latin, Greek, and old English. New references, both older and much younger, were collected to form a corpus of reference for every term. The full

definition was then drafted and edited and the first line was written last of all. All of this work, like that of Dr. Johnson, was coordinated by one person in one place.

The general editor and the publisher expect future editions to take advantage of the expertise of the legal community, inviting a select community of experts and hobbyists to join in the evolution of the *Bouvier Law Dictionary*. For further information, see www.bouvieronline.com.

Acknowledgments

A great number of people have helped move this project from concept to creation. I am grateful to the support and vision of Mark Dorman, Kristine Clerkin, John Defeo, Steve Errick, Rick Mixter, Carol McGeehan, Scott Thompson, John Chatelaine, Dana Wilson, Carmen Corral-Reid, Mark Scalise, and for many reasons both past and future, Michael Gregory.

I have benefitted from the advice and suggestions of many scholars and lexicographers over the years, not the least being Bryan Garner, whose writings on lexicography have been immensely useful. I have been grateful as well to advice from Barbara Aronstein Black, Dan Coquillette, and the late Roy Mersky.

Support for my work was provided by the dean's fund for summer research at the University of Arkansas School of Law and by the Judge William Enfield Professorship. As ever, my greatest support has come from my family: Christine, Bill and Martha, Maggie, Katie, and William.

Much of the labor of this project was performed by students and personnel at the University of Arkansas, including Jacob Adler, Will Alexander, Candace

Anderson, Liv Aleo Black, Tom Black, Michael Brechlin, Buckley Bridges, Stephen Coger, Robert Depper, Baxter Drennon, Eric Eidson, James Esh, Joel Farthing, Laura Friend, Dallas Houston, Faheem Ibrahim, Aneeqa Isthiaq, Britt Johnson, Sarah Kent, Charles Lyford, James McCartney, Conner McNair, Nathan Miller, Aaron Milstein, Laura Moody, Lindsay Muchison, Derek Ng-Sui-Hing, Kelly Parker, Timothy Penhallegon, Bryan Redd, Amos J. Richards, Mawhabahullah Ali Sadiqi, Anita Schnee, Scott Shepherd, Warner Skoch, Adam Sparkman, Tim Steadman, Deanna Swearingen, Steve Talley, Daryl Taylor, Kevin Vogeltanz, Zachary Wagner, Vince Ward, Tim Watson, Amanda Wells, Jacob White, Chesley Whiteside, Alexandra Wilcox, Jamie Wilson, and Anisha Woodard.

My sincere thanks go to each of you, and I remind all of you who haven't returned some of my books that it is never too late to do so. Many more people have been helpful, but I fear my correspondence records have been a shambles, and for any to whom I owe thanks, please let me know so that I may include you in later editions.

—S.S.

THE WOLTERS KLUWER

BOUVIER

LAW DICTIONARY

Compact Edition

Contents

Welcome to the Bouvier Law Dictionary ix

Caveat Lector ix

John Bouvier and His Law Dictionary ix

Scope of the 2011 Editions ix

How to Use the Bouvier Law Dictionary Compact Edition xi

The Order of Words and Phrases xi

Locating Terms by Topic or Idea xi

Rules for Alphabetization xi

The Structure of Entries xi

Homonym Entries xi

Cross-References xi

Occasional Suspension of the Rules xii

The Bouvier Law Dictionary Project xiii

Acknowledgments xv

The Entries, A-Z 1

First Appendix

The Declaration of Independence and the United States Constitution 1205

Second Appendix

Justices of the United States Supreme Court 1216

Words are the only tools lawyers have. Just as a skilled carpenter wouldn't drive a nail with a screwdriver, skilled legal writers don't use *fortuitous* when they mean *fortunate*, or *infer* when they mean *imply*.

Bryan A. Garner, *The Word on the Street*, in *Garner on Language and Writing* 215, 218 (ABA 2009) (in homage to Charles Alan Wright).

A

a The first letter of the modern English alphabet. "A" signifies a variety of functions as a symbol, as a designation of status, and as a word in English and in Latin. It is sometimes invoked by alpha, the word for the first letter in Greek. It is also translated into Alpha (or Alfa) for radio signals and NATO military transmissions, into Adam for some police radio traffic, and into dot, dash in Morse Code.

a as an abbreviation A word commencing in A. When used as the sole letter of an abbreviation, A may stand for the Atlantic Reporter. As a component of other abbreviations, A can stand for any word commencing with that letter, particularly able, abridgment, abstract, academy, accident, account, accountants, accounting, acquired, acts, ad, adjustment, administrator, administrative, admiralty, advanced, advisory, Africa, against, age, agency, agricultural, agriculture, aid, air, Alabama, Alaska, Albany, Alberta, alliance, all, alternative, American, analysis, and, annual, anno, annotated, answer, ante, anti-, appeals, appellant, appellate, appellee, arbitration, Arizona, Arkansas, army, art, arts, asbestos, Asian, association, atomic, attorneys, average, aviation, Australia, authority, and automatic. It may also stand for the initial of the name of an author or case reporter, such as Abbot and Angell. In the transcript of a trial or deposition, "a" designates an answer.

a as a French word After, at, by, for, from, have, to, or in. A may be either a preposition or a verb in Law French. As a preposition, it has a variety of quite different meanings from the Latin: "A la mode" is "after the fashion." "Tenant a volunt" is "tenant at will." "A tort" is "by wrong." "A causa de cy" is "for this reason," and "profit a prendre" is "rights in property from another." A is also the third person form of many verbs, so "il a" is "he has."

a as a Latin abbreviation A vote signalled by the letter a. A was an abbreviation with two senses in Roman law: the sign in the questiones, or criminal tribunals, for absolvo, a vote for acquittal, as opposed to C for condemnno. In the comitia, or popular assembly, A was the mark for rejecting new legislation, the sign for antiquo, a vote to leave the old law intact, as opposed to UR for uti rogas, or as you propose, a vote for the new legislation.

a as a Latin word From. A is a form of the Latin preposition ab, which can mean in English from, as well as out of, away from, down from, since, after or other words that describe the derivation of one thing from another, as in *a priori* (from the cause is derived the

result) or a *postiori* (from the result is derived the cause). Note: the idea of "from" is a bit clunky in these translations, because it often stands in for the reasoning implied in the Latin word "a" in the phrase.

a as a rating Of the highest grade. A is used in a variety of forms for rating the quality of specific products. Many regulatory definitions depend on an alphabetic listing, with A the highest tier. For instance, Grade A beef signals meat from the least mature animal, a cow having a physiological maturity of 9–30 months, as opposed to older animals with coarser meat. Many private ratings also use A as the highest recommendation. For example, bonds are rated by Moody's and other rating services on a three-tier scale, with A bonds the highest quality, and that tier being divided among AAA, AA1, AA2, AA3, A1, A2, A3 (prior to 1996 being A, AA, and AAA), the more letters and the lower the number signal the least risk and highest quality.

See also: c, c as a rating.

a as an English word An unspecified one among others. When used as a word, A is an indefinite article, usually meaning one but not a specific one out of a group. It might also mean one of an indeterminate group. The context of the word's use is essential in determining its degree of intended specificity.

a as criminal label A brand for adultery. A was the brand for those found guilty of adultery who were not executed. It is depicted as a cloth letter A worn for life in Nathaniel Hawthorne's novels, which is perhaps not historically accurate. The punishment for adultery in colonial Massachusetts was death, or whipping followed by a requirement to wear an AD for a time.

See also: punishment, shaming punishment, scarlet letter.

a as in hypotheticals The first character, or sometimes the second, in the story. When used as the sole letter of an abbreviation, A often stands for a person in the story of a law school hypothetical. In property stories, A is usually the second character, receiving property from O, the owner (as in O to A for life then B.) In most other stories, A is the first character in the plot of the story (as in A enters K with B).

a coelo usque ad centrum *See:* coelum, a coelo usque ad centrum.

a fortiori An argument based on an even stronger argument. A claim *a fortiori* is one based on another

argument or a principle that is so strong as to be unanswerable, or nearly so. Arguments *a fortiori* are generally offered as a rhetorical flourish in the expectation that no one can stand against them, but they are also vulnerable to the rebuttal that the argument made is not necessarily a conclusion to be derived from the principle that supposedly underlies it.

a posteriori (a postiori) From subsequent understanding. A *postiori* knowledge arises from observation, measurement, comparison, or testing of the evidence. It is what is known after investigation. Thus, a statement of truth *a postiori* is roughly equivalent to a statement of what one observes. It is the opposite of *a priori*, or what is known by reason alone without the use of observation. Statements *a postiori* are vulnerable to claims that the observations that underly them are faulty or that the reasoning leading from the thing observed to the statement derived is faulty. A *posteriori* is the accepted modern spelling, although the concept is sometimes written *a postiori*.

See also: *a, a priori*; *prior*.

a prendre *See:* profit, profit *a prendre* (profits *a prendre*).

a priori From an earlier understanding. A *priori* knowledge arises from intuition or understanding, prior to investigation. It is what is known before research is conducted. Thus, a statement of a *priori* truth is equivalent to a hypothesis. It is an assertion from untested assumptions, and the opposite of a *postiori*. Both terms are statements of legal epistemology.

See also: *a, a posteriori (a postiori)*.

a quo From which. A *quo* signals the starting time or day, especially the beginning of the running of a period, such as a time for filing an appeal or the running of a statute of limitations. That day is generally within the time calculated.

See also: *ad, ad quem*.

A.A.A. or AAA *See:* arbitration, American Arbitration Association (A.A.A. or AAA); agriculture, Agricultural Adjustment Act (A.A.A. or AAA).

A.A.L.S. or AALS *See:* law, law school, Association of American Law Schools (A.A.L.S. or AALS).

A.B.A. or ABA *See:* bar, bar organization, American Bar Association (A.B.A. or ABA).

A.C.L.U. or ACLU *See:* civil rights, civil rights organization, American Civil Liberties Union (A.C.L.U. or ACLU).

A.C.O. or ACO *See:* order, administrative order, administrative compliance order (A.C.O. or ACO).

A.C.T.L. or ACTL *See:* bar, bar organization, American College of Trial Lawyers (A.C.T.L. or ACTL).

A.D. *See:* anno domini (A.D.).

A.D.A. or ADA *See:* disability, personal disability, Americans with Disabilities Act (A.D.A. or ADA).

A.D.E.A. or ADEA *See:* discrimination, Age Discrimination in Employment Act (A.D.E.A. or ADEA).

A.D.R. or ADR *See:* alternative dispute resolution (A.D.R. or ADR).

A.I.A. or AIA *See:* injunction, Anti-Injunction Act (A.I.A. or AIA).

A.I.D.S. or AIDS *See:* Acquired Immune Deficiency Syndrome (A.I.D.S. or AIDS).

a.k.a. or a/k/a or aka *See:* also known as (a.k.a. or a/k/a or aka).

A.L.I. or ALI *See:* reform, law reform, American law Institute (A.L.I. or ALI).

A.L.J. or ALJ *See:* judge, administrative law judge (A.L.J. or ALJ).

A.L.W.D. Citation Manual or ALWD Citation Manual *See:* citation, citation manual, Association of Legal Writing Directors Citation Manual (A.L.W.D. Citation Manual or ALWD Citation Manual).

A.M.A. or AMA *See:* medicine, medical association, American Medical Association (A.M.A. or AMA).

A.M.E.X. or AMEX *See:* security, securities, securities exchange, American Stock Exchange (A.M.E.X. or AMEX).

A.M.T. or AMT *See:* tax, income tax, alternative minimum tax (A.M.T. or AMT).

A.R.M. or ARM *See:* mortgage, adjustable-rate mortgage (A.R.M. or ARM).

A.T.L.A. or ATLA *See:* bar, bar organization, American Trial Lawyers Association (A.T.L.A. or ATLA).

A.W.O.L. or AWOL *See:* absence, absent without leave (A.W.O.L. or AWOL).

AAJ or Association of Trial Lawyers of America or ATLA *See:* bar, bar organization, Association for American Justice (AAJ) or Association of Trial Lawyers of America or ATLA).

ab From. The Latin preposition *ab*, which can mean in English "from" as well as "out of," "away from," "down from," "since," "after," or other words that describe the derivation of one thing from another.

See also: trade, international trade, World Trade Organization, standing appellate body (AB).

ab initio From the beginning. To say that something has an aspect *ab initio* is to say that the aspect has been present in something from the beginning of the

relevant time, which is usually since the creation of the thing in question. The statement X is Y *ab initio* is usually made following a discovery of an effect unknown before, a discovery about X that leads to the conclusion Y . A contract the parties thought was good but that was made for what became known to be an illegal purpose was void *ab initio*, or void from the start, even if it was only later discovered to be illegal.

See also: void (voidability, voidable); *ab initio*.

abandonment (abandon) To give up something forever. Abandonment, the act of letting go of any claim of right or potential claim of right in property or other interests, is based on an intent to completely disconnect oneself from someone or something. This intent may be implied from circumstances, as in child abandonment, but it usually must be proven from affirmative acts. Abandonment is sometimes used to describe the condition of having been abandoned.

See also: abscondment (abscond or absconding); abandonment, abandonment as non-support; vessel, abandonment of a vessel; dereliction; patent, abandonment of a patent; abandonment, medical abandonment (abandonment of a patient).

abandonment of a patent *See:* patent, abandonment of a patent, express abandonment (formal abandonment); patent, abandonment of a patent, constructive abandonment of a patent (statutory forfeiture or prior public use bar); patent, abandonment of a patent.

abandonment of a privacy interest *See:* interest, privacy interest, abandonment of a privacy interest.

abandonment of a vessel *See:* vessel, abandonment of a vessel.

abandonment of an equitable servitude *See:* servitude, equitable servitude, abandonment of an equitable servitude.

abandonment of spouse *See:* divorce, abandonment of spouse.

abandonnee One to whom property is abandoned. An abandonnee is the recipient of abandoned property. The term is rarely heard outside of admiralty, which has rules such as salvor's and underwriter's rights dedicating particular interests once abandoned. In general abandonment does not allow an act of will to vest ownership in another person. An act of surrender of property under the common law to the ownership of a particular person is usually a donation or a grant, not an abandonment.

See also: salvage.

abandonment as contract rescission Mutual avoidance of a contract by all of the parties to it. Abandonment modifies a contract when the actions or inaction of all parties to the contract indicate they no longer wish to be bound by its terms. The result is to avoid the contract and make it void.

See also: breach.

abandonment as non-support Non-performance of a familial or legal duty to support another. Abandonment is the failure to provide the support that is required in a customary or legal relationship between two people. The support required at least includes shelter, food, and health care but may also include the care usually expected in the relationship, such as educational and developmental activities for children, monogamy for spouses, and company for adults. At common law and in equity, abandonment has included an array of criminal and civil penalties. These persist in a variety of forms of action, including actions for criminal abandonment, actions for the loss of parental rights or for the termination of guardianship, and actions for divorce for cause.

See also: divorce, abandonment of spouse; abandonment, child abandonment.

abandonment as renunciation of crime Relinquishment of the intent to commit a crime before its commission. Abandonment usually requires a person planning to commit or to assist in a crime to voluntarily exhibit some objective physical manifestation of the lack of intent to commit the crime. In other words, the person who was going to act in a criminal manner must willingly do something that would be interpreted by most people as evidence that person no longer wanted to participate in the criminal activity. If the abandonment of intent is the direct result of actions by the police, the loss of intent will not usually be abandonment.

See also: abdication.

abandonment by debtor Offering of property by a debtor for satisfaction of debt. Abandonment of property (usually the collateral for a debt) is sometimes preferable to liquidating the collateral and paying creditors. For example, if the cost of liquidating the collateral would be excessive, or if it would take a considerable amount of time to liquidate the collateral, or if the collateral is worth more in its non-liquidated state, abandonment is more efficient than liquidation. There is no great difference in the word "abandon" as used here and the word "transfer" as used in other contexts.

abandonment by insured Surrender of insured property from the insured to the insurer. Abandonment takes place under an insurance policy, when a claim amounts to a total loss or a constructive total loss, and the assured accepts the insurer's payment in satisfaction of the whole claim, in return for abandonment of the property. In marine insurance, the ship and the cargo are both surrendered.

abandonment of property Giving up property forever. Abandonment of property is the act of relinquishing forever an interest in property, whether the interest is one of ownership, possession, use, claim, or something else. The essential element is one of intent to have nothing to do with the property, rather than intent for something to be done with the property. If, for example, the intent is for the property to go to someone else, it is not abandonment. Intent to

abandon might be imputed from certain forms of neglect over a very long period of time, so long as there is no evidence to the contrary.

See also: property, found property, abandoned property.

abandonment of an easement An easement holder's conduct demonstrating the easement has been given up forever. Abandonment of an easement occurs when a party has had an easement to use another's property, and the easement holder manifests intent to destroy this interest. Abandonment is usually claimed by the owner of the servient tenement, the land over which the easement runs. It requires proof of both non-use, usually for the length of time needed to prove prescription or adverse possession, as well as other actions or inaction that would support a finding of intentional neglect that amounts to an intent by the easement holder to give up the easement forever. Abandonment of public streets or roads is usually done by the government that maintained them by a decree, which would extinguish any public ways that had not pre-existed the public street or road.

abandonor One who has abandoned something or someone. The abandonor is the person who gives up forever something or a relationship with someone. In the context of property, the abandonment is irrevocable, though the abandonor could reclaim the property abandoned with the same license that anyone else could do so. In the context of family law, an abandonor who renounces the abandonment may be entitled to restoration of the familial privileges once lost, although as to a child or adult requiring care the renunciation must be credible and reflect both readiness and ability to resume the familial responsibility, without dispossessing someone who has achieved a greater claim to that responsibility during the abandonment.

child abandonment Action or inaction demonstrating a surrender of parental rights. Child abandonment occurs when the action or inaction of a parent toward the parent's child or children indicates that the parent is not carrying out the obligations of parenthood to provide support for the child, from which the law implies the parent's failure of intention to exercise the rights of a parent.

See also: abandonment, abandonment as non-support; abandonment, criminal abandonment.

constructive abandonment Abandonment inferred from circumstances. Constructive abandonment is a condition in which other parties than the owner or claimant are entitled to infer that the owner or claimant has abandoned some property, claim, or defense. Constructive abandonment may arise from long disuse, from conditions that would be a reasonable sign of an intent to abandon, from conduct by the owner or claimant that is inconsistent with ownership or a continued assertion of ownership or intent to possess property or with the prosecution of a claim or defense or interest in maintaining it.

See also: patent, abandonment of a patent, constructive abandonment of a patent (statutory forfeiture or prior public use bar).

criminal abandonment The failure to support someone whom one has a legal duty to support. Criminal abandonment arises when a parent, guardian, or other legally recognized custodial person fails to provide a child or incompetent adult food, water, shelter, necessary medical care, and, sometimes, financial support. There is usually no requirement that harm follow from the abandonment, because the crime is completed at the time of abandonment.

See also: abandonment, child abandonment.

express abandonment Abandonment made clear by a statement or an unmistakable act evincing intent. Express abandonment is the abandonment or rejection of any claim, property, or other interest that is accompanied by an act by the abandonor that is either a clear statement of an intent permanently to abandon or by an act that clearly and unmistakably signals such an intent. Express abandonment is required for certain forms of abandonment and has more immediate consequences than implied abandonment owing to the more immediate reasonableness of reliance upon the expression than upon other forms of implied or construed abandonment. Express abandonment is a particular requirement for the government to abandon public lands. Express abandonment of a patent or trademark results in the property abandoned being in the public domain, although abandonment of an application does not. Express abandonment of a claim or defense may estop its revival in a civil action. Express abandonment in admiralty is by a clear and unmistakable act, and it contrasts with inferential abandonment, or abandonment construed from circumstances.

See also: patent, abandonment of a patent, express abandonment (formal abandonment).

medical abandonment (abandonment of a patient) Premature or improper termination of healthcare. Medical abandonment, or abandonment of a patient, occurs when a professional healthcare provider accepts responsibility for a patient but unilaterally terminates care or treatment while the patient still requires it without ensuring adequate care or treatment will continue. In some circumstances, all that is required by law to ensure further care is notice to the patient that treatment is terminated but should be obtained elsewhere.

See also: patient.

abatement (abate) Cessation, interruption, or reduction. Abatement describes a form of interference with some process. The term can describe any one of many varying degrees of interference, and the term relates the level of interference to the action that interferes with the underlying process. For instance, abatement of a nuisance ends it or pauses it. Abatement in a judicial proceeding usually stays the action but sometimes results in the action being dismissed. Abatement may result in a change to some degree less than

total abolition, often meaning a significant reduction or some process or effect, as with abatement of contamination from pollution.

abatement in equity *See:* equity, equitable defense, abatement in equity.

abatement of a debt *See:* debt, abatement of a debt.

abatement of a devise *See:* devise, abatement of a devise.

abatement of a legacy *See:* legacy, abatement of a legacy.

abatement of a legal action *See:* dismissal, abatement of a legal action.

abatement of a lien *See:* lien, abatement of a lien.

abatement of a nuisance *See:* nuisance, abatement of a nuisance.

abatement of action *See:* plea, plea in abatement (abatement of action).

abatement of an environmental hazard *See:* environment, environmental abatement (abatement of an environmental hazard).

abatement of rent *See:* rent, abatement of rent (rent abatement).

abatement clause Contract clause that reduces payments owed upon satisfaction of a condition. An abatement clause is any provision in a contract that would reduce payments of rents or other money owed in the event a condition is satisfied by the occurrence or non-occurrence of an event. It does not matter whether the clause is labeled or designated as an abatement.

abatement in equity A suspension of an action in equity. The plea of abatement in equity may be brought to stay an action already commenced in equity, pending service on a proper party, after which it may be revived.

abatement pro rata The reduction of value or an obligation according to the ratio of benefit from which it arose. An abatement pro rata is a reduction in the amount of money or value according to the varying levels of benefit one or another person has from the underlying benefit or debt. A tax abatement pro rata is greater for those with higher tax rates. An abatement of a legacy pro rata is greater on those in a single category who have a greater benefit. Abatement pro rata contrasts with abatement by class, in which some are abated before others, or abatement per capita, in which all are abated equally.

abbreviation Shortened version of a word, phrase or document. Abbreviation is usually only thought of as the removal of letters from a word, although more generally it is also used to describe the omission of words from a longer quotation, which is abridgment or redaction. Abbreviation within a word is done either

according to an established custom or by either of two means to identify the omitted letters: an apostrophe for letters removed at the start or middle of the word or a period for letters removed at the end, such as int'l for international and ed. for editor. Custom allows abbreviated phrases to be condensed and the space omitted, such as etc. for et cetera. Abbreviation from a quotation of several words is signaled by the use of ellipses at the places of abbreviation.

See also: citation, citation manual, Association of Legal Writing Directors Citation Manual (A.L.W.D. Citation Manual or ALWD Citation Manual); citation, citation as summons; citation, citation manual (Bluebook or Uniform System of Citation).

abdication The renunciation of an office or duty. Abdication is the quitting of an office, a term usually reserved for the resignation of a sovereign. It can be said that any holder of an office of great responsibility or for a great time who abandons that office has abdicated its duties.

See also: abandonment, abandonment as renunciation of crime.

abduction Criminal restraint or coerced movement of another person. Abduction is causing the restraint or movement of a living person by force, threat, or fraud, when the abductor has no legal privilege to do so. Thus, a police officer's power of arrest or a parent's privilege over a child do not amount to abduction. Abduction does not require that the victim's movement be out of a building; it is sufficient that the person abducted loses the liberty of movement because of the abductor's conduct.

Abduction is both a tort and a crime, as well as an element in the crime of kidnapping. In some jurisdictions, the crime of abduction must be based on force or threat and not on deception. Some jurisdictions have required the force threatened to be of deadly force. Although abduction is now more general in many jurisdictions, in some, the crime of abduction is a still a crime only when the victim is under a specified age, the abduction lacks the consent of the parents (regardless of the consent of the victim), and the purpose of the abduction is to enable marriage or sexual relations.

Note: abduction, in its most general sense, is the carrying away of something. Thus, it is used in medicine to describe the movement of a limb or bone away from a mid-line, pairing, or place of rest. This contrasts with addition, or the movement of an object toward such a mid-line, pairing, or place of rest.

child abduction (abduction of a child) Carrying away a child by force, fraud, or threat. Abduction of a child is the particular felony of abduction when the victim is under age, usually under the age of eighteen years. Child abduction is often a violation of a court order giving custody of a child to one parent or to a guardian, in which a non-custodial adult transports the child from the control of an adult with legal custody.