

Glossary of Legal Terms

Abstract of Title – A summary of the conveyances, transfers and other facts relied on as evidence of title, together with all such facts appearing of record that may impair its validity. It should contain a brief but complete history of the title.

Acceleration – The shortening of the time for the performance of a contract or the payment of a note by the operation of some provision in the contract or note itself.

Acceptance – The actual or implied receipt and retention of that which is tendered or offered. The acceptance of an offer is the assent to an offer that is requisite to the formation of a contract. It is either expressed or evidenced by circumstances from which such assent may be implied.

Accord and Satisfaction – The adjustment of a disagreement as to what is due from one person to another and the payment of the agreed upon amount.

Account Stated – An account that has been rendered by one to another and that purports to state the true balance that is either expressly or impliedly admitted to be due by the debtor.

Acquit – To set free or judicially to discharge from an accusation; to release from a debt, duty, obligation, charge, or suspicion of guilt.

Actionable – Remedial by an action at law.

Adjudge – To give judgment, to decide, to sentence.

Adjudicate – To adjudge; to settle by judicial decree; to hear or try and determine, as a court.

Administrator – A man appointed by a probate court to settle the estate of a deceased person. His duties are customarily defined by statute.

Administratrix – A court-appointed woman who settles the estate of deceased person.

Advisement – When a court takes a case under advisement it delays its decision until it has examined and considered the questions involved.

Affidavit – A statement or declaration reduced to writing and sworn or affirmed to before an officer who has authority to administer an oath or affirmation.

Affirm – To confirm a former judgment or order of a court. Also to declare solemnly instead of making a sworn statement.

Agent – An agent is the substitute or representative of his principal and derives his authority from him.

Allegation – A declaration, a formal averment, or statement of a party to an action in a declaration or pleading of what the party intends to prove.

Allege – To make a statement of fact, to plead.

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Amortize – In modern usage the word means to provide for the payment of a debt by creating a sinking fund or paying in installments.

Answer – The pleading of a defendant in which he or she may deny any or all the facts set out in the plaintiff's declaration or complaint.

Anticipatory Breach – The doctrine of the law of contracts that when the promisor has repudiated the contract before the time of performance has arrived the promisee may sue forthwith.

Appearance – The first act of the defendant in court.

Appellant – A person who files an appeal.

Appellate of Jurisdiction – Jurisdiction to revise or correct the work of a subordinate court.

Appellee – A party against whom a cause is appealed from a lower court to a higher court, called the "respondent" in some jurisdictions.

Applicant – A petitioner; one who files a petition or application.

Arbitrate – To submit some disputed matter to selected persons and to accept their decision or award as a substitute for the decision of a judicial tribunal.

Argument – The discussion by counsel for the respective parties of their contentions on the law and the facts of the case being tried in order to aid the jury in arriving at a correct and just conclusion.

Assent – To give or express one's concurrence or approval of something done. Assent does not include consent.

Assignable – Capable of being lawfully assigned or transferred; transferable; negotiable. Also capable of being specified or pointed out as an assignable error.

Assignee – A person to whom an assignment is made.

Assignment – A transfer or setting over of property or some right or interest therein from one person to another. In its ordinary application, the word is limited to the transfer of a chosen action, e.g., the assignment of a contract.

Assignor – The maker of an assignment.

Assumpsit – An action at common law to recover damages for breach of contract.

Attachment – Taking property into the legal custody of an officer by virtue of the directions contained in a writ of attachment. A seizure under a writ of a director's property.

Attest – To bear witness to, to affirm, to be true or genuine.

Attorney-In-Fact – A person who is authorized by his or her principal, either for some particular purpose or to do a particular act, not of a legal character.

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Authentication – Such official attestation of a written instrument as will render it legally admissible in evidence.

Authority – Judicial or legislative precedent; delegated power; warrant.

Bad Faith – The term imports a person's actual intent to mislead or deceive another; intent to take an unfair and unethical advantage of another.

Bankruptcy – The state of a person who is unable to pay his or her debts without respect to time; one who is liabilities exceed his or her assets.

Bearer – The designation of the bearer as the payee of a negotiable instrument signifies that the instrument is payable to the person who seems to be the holder.

Beneficiary – The person for whose benefit an insurance policy, trust, will, or contract is established but not the promisee. In the case of a contract, the beneficiary is called a third-party beneficiary. A donee beneficiary is one who is not a party to a contract but who receives the promised performance as a gift. A creditor beneficiary is one who is not a party to a contract but receives the performance in discharge of a debt owed by the promisee to him.

Bilateral Contract – A contract in which the promise of one of the parties forms the consideration for the promise of the other; a contract formed by an offer requiring a reciprocal promise.

Bill of Lading – A written acknowledgment of the receipt of goods to be transported to a designated place and delivery to a named person or to his or her order.

Bill of Sale – A written agreement by which one person assigns or transfers interests or rights in personal property to another.

Bona Fide – Good Faith.

Bond – A promise under seal to pay money.

Brief – A statement of a party's case; usually an abridgment of either the plaintiff's or defendant's case prepared by his or her attorneys for the use of counsel on a trial at law. Also an abridgment of a reported case.

Bulk Transfer – The sale or transfer of a major part of the stock of goods of a merchant at one time and not in the ordinary course of business.

Burden of Proof – The necessity or obligation of affirmatively proving the fact or facts in dispute on an issue raised in a suit in court.

Case Law – The law as laid down in the decisions of the courts. The law extracted from decided cases.

Cause of Action – A right of action at law arises from the existence of a primary right in the plaintiff, and an invasion of that right by some civil wrong on the part of the defendant, and that the fact which established the existence of that right and that civil wrong constitute the cause of action.

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Caveat Emptor – Let the buyer beware. This maximum expresses the general idea that the buyer purchases at his or her own peril, and that there are no warranties either express or implied, made by the seller.

Caveat Venditor – Let the seller beware. This tends to be the rule of law in sales of goods today.

Champerty – The purchase of an interest in a matter in dispute so as to take part in the litigation.

Chattel Mortgage – An instrument whereby the owner of chattels transfers the title to such property to another as security for the performance of an obligation subject to be defeated on the performance of the obligation. Under the U.C. C., it is called merely a security interest.

Chattels – Goods both movable and immovable except such as are in the nature of freehold or part of a freehold.

Citation of Authorities – The reference to legal authorities such as reported cases or treatises to support propositions advanced.

Civil Action – An action brought to enforce a civil right; in contrast to a criminal action.

C.O.D. "Cash on Delivery" – When goods are delivered to a carrier for a cash on delivery shipment, the carrier must not deliver without receiving payment of the amount due.

Cognovit – To acknowledge an action. A cognovit note is a promissory note that contains an acknowledgment clause.

Comaker – A person who with another or others signs a negotiable instrument on its face and thereby becomes primarily liable for its payment.

Commercial Law – The law that relates to the rights of property and persons engaged in trade or commerce.

Common Carrier – One who undertakes, for hire or reward, to transport the goods of such of the public as choose to employ him.

Complaint – A form of legal process that usually consists of a formal allegation or charge against a party, made or presented to the appropriate court or officer. The technical name of a bill in equity by which the complainant sets out his cause of action.

Composition with Creditors – An agreement between creditors and their common debtor and between themselves whereby the creditors agree to accept the sum or security stipulated in full payment of their claims.

Condition – A provision or clause in a contract that operates to suspend or rescind the principal obligation. A qualification or restriction annexed to a conveyance of lands, whereby it is provided that in case a particular event does or does not happen, or in case the grantor or grantees do or omit to do a particular act, an estate shall commence, be enlarged, or be defeated.

Condition Precedent – A condition that must happen before either party is bound by the principal obligation of a contract of a contract; e.g., one agrees to purchase goods if they are delivered before a stated day. Delivery before the stated day, then, is a condition precedent to one's obligation to purchase.

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Conditional Acceptance – An acceptance of a bill of exchange containing some qualification limiting or altering the acceptor's liability on the bill.

Conditional Sale – The term is most frequently applied to a sale wherein the seller reserves the title to the goods, although the possession is delivered to the buyer, until the purchase price is paid in full.

Confession of Judgment – An entry of judgment upon the admission or confession of the debtor without the formality, time, or expense involved in an ordinary proceeding.

Consignee – A person to whom goods are consigned, shipped, or otherwise transmitted, either for sale or for safekeeping.

Consignment – A bailment for sale. The consignee does not undertake the absolute obligation to sell or pay for the goods.

Consignor – One who sends goods to another on consignment; a shipper or transmitter of goods.

Contempt – Conduct in the presence of a legislative or judicial body tending to disturb its proceedings or impair the respect due to its authority, or a disobedience to the rules or orders of such a body, which interferes with the due administration of law.

Contribution – A payment made by each, or by any, of several having a common interest or liability of his share in the loss suffered, in the money necessarily paid by one of the parties on behalf of the others.

Conversion – Any distinct act of dominion wrongfully exerted over another's personal property in denial of or inconsistent with his rights therein. That tort which is committed by a person who deals with chattels not belonging to him in a manner that is inconsistent with the ownership of the lawful owner.

Conveyance – In its common use it refers to a written instrument transferring the title of land or some interest therein from one person to another. It is sometimes applied to the transfer of the property in personalty.

Corporation – An artificial being, invisible, intangible, and existing only in contemplation of law. It is exclusively the work of the law, and the best evidence of its existence is the grant of corporate powers by the commonwealth.

Counterclaim – A claim that, if established, will defeat or in some way qualify a judgment to which the plaintiff is otherwise entitled.

Counteroffer – A cross-offer made by the offeree to the offerer.

Cross-Action – Cross-complaint; an independent action brought by a defendant to the plaintiff.

Culpable – Blameworthy; denotes breach of legal duty but not criminal conduct.

D/B/A - Doing business as; indicates the use of a trade name.

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Damages – Indemnity to the person who suffers loss or harm from an injury; a sum recoverable as amends for a wrong. An adequate compensation for the loss suffered or the injury sustained. compensatory – Damages that will compensate a party for direct losses due to an injury suffered.consequential – Damages that are not produced without the concurrence of some other event attributes to same origin or cause.liquidated – Damages made certain by the prior agreement of the parties.nominal – Damages that are recoverable where a legal right is to be vindicated against an invasion that has produced no actual present loss.special – Actual damages that would not necessarily but because of special circumstances do in fact flow from an injury.

Debtor – A person who owes another anything, or who is under obligation, arising from express agreement, implication of law, or the principles of natural justice, to render and pay a sum of money to another.

Decision – A decision is the judgment of a court, whereas the opinion represents merely the reasons for that judgment.

Declaratory Judgment – One that expresses the opinion of a court on a question of law without ordering anything to be done.

Deed – A writing, sealed and delivered by the parties; an instrument conveying real property.

De Facto – In fact; as distinguished from “de jure,” by right.

Default – Fault; neglect; omission; the failure of a party to an action to appear when properly served with process; the failure to perform a duty or obligation; the failure of a person to pay money when due or when lawfully demanded.

Defend – To oppose a claim or action; to plead in defense of an action; to contest an action suit or proceeding.

Defendant – A party sued in a personal action.

Deficiency – That part of a debt that a mortgage was made to secure, not realized by the liquidation of the mortgaged property. Something lacking.

Defraud – To deprive another of a right by deception or artifice. To cheat; to wrong another by fraud.

De Jure – By right; complying with the law in all respects.

Demurrage – A compensation for the delay of a vessel beyond the time allowed for loading, unloading, or sailing. It is also applied to the compensation for the similar delay of a railroad car.

Demurrer – A motion to dismiss; an allegation in pleading to the effect that even if the facts alleged by the opposing party are true, they are insufficient enough to require an answer.

De Novo, Trial – Anew; over gain; a second time. A trial de novo is a new trial in which the entire case is retired in all its detail.

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Deposition – An affidavit; an oath; the written testimony of a witness given in the course of a judicial proceeding, either at law or in equity, in response to interrogatories either oral or written, and where an opportunity is given for cross-examination.

Directed in Bankruptcy – An order of decree rendered by a court in bankruptcy proceedings, the effect of which is to satisfy all debts provable against the estate of the bankrupt as of the time when the bankruptcy proceedings were initiated.

Dismiss – To order a cause, motion, or prosecution to be discontinued or quashed.

Domicile – A place where a person lives or has his home; in a strict legal sense, the place where he has his true, fixed, permanent home and principle establishment and to which place he has, whenever he is absent, the intention of returning.

Duress – Overpowering of the will of a person by force or fear.

Embezzlement – A statutory offense consisting of the fraudulent conversion of another's personal property by one whom it has been entrusted, with the intention of depriving the owner thereof, the gist of the offense being usually the violation or relations of fiduciary character.

Encumbrance – An encumbrance on the land is a right in a third person in the land to the diminution of the value of the land, though consistent with the passing of the fee by the deed of conveyance.

Endorsement – Writing on the back of an instrument; the contract whereby the holder of a bill or note transfers to another person his right to such instrument and incurs the liabilities incident to the transfer.

Entry – Recordation; noting in a record; going upon land; taking actual possession of land. Literally, the act of going into a place after a breach has been affected.

Estate – Technically the word refers only to an interest in land.

Estate for Life – An estate created by deed or by grant conveying or tenements to a person to hold for the term of his own life or for the life of any other person or for more lives than one.

Estate in Fee Simple – An absolute inheritance, clear of any conditions, limitations, or restrictions to particular heirs. It is the highest estate known to the law and necessarily implies absolute dominion over the land.

Estoppel. – The state of affairs which arises when one is forbidden by law from alleging or denying a fact because of previous action or inaction.

Et Al. – An abbreviation for the Latin “et alius” meaning “and another”, also of “et alii” meaning “and others.”
Eviction – Originally, as applied to tenants, the word meant depriving the tenant of possession of the demised premises, but technically, it is just the disturbance of his possession, depriving him of the enjoyment of the premises demised or any portion thereof by title paramount or by entry and act of the landlord.

Evidence – That which makes clear or ascertains the truth of the fact or point in issue either on the one side or on the other; those rules of law whereby we determine what testimony is to be admitted and what rejected in each case and what is the weight to be given to the testimony admitted.

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Executed – When applied to written instruments, the word is sometimes used as synonyms with signed and means no more than that, but more frequently it imports that everything has been done to complete the transaction; that is, that the instrument has been signed, sealed, and delivered. An executed contract is one in which the object of the contract is performed.

Execution – A remedy in the form of a writ or process afforded by law for the enforcement of a judgment. The final consummation of a contract of sale, including only those acts necessary to the full completion of an instrument, such as the signature of the seller, the affixing of his seal, and its delivery to the buyer.

Executor – A person who is designated in a will as one who is to administer the estate of the testator.

Executory – Not yet executed; not yet fully performed, completed fulfilled, or carried out; to be performed wholly or in part.

Exemption – A release from some burden, duty, or obligation; a founded, annexed to the pleading and by reference made a part of it. Any paper or thing offered in evidence and marked for identification.

Exhibit – A copy of a written instrument on which a pleading is founded, annexed to the pleading and by reference made a part of it. Any paper or thing offered in evidence and marked for identification.

Factor – An agent who is employed to sell goods for a principal, usually in his own name, and who is given possession of the goods.

F.A.S. – An abbreviation for the expression “free alongside steamer.”

Fiduciary – One who holds goods in trust for another or one who holds a possession of trust and confidence.

Fieri Facias – You cause to be made, an ordinary writ of execution whereby the officer is commanded to levy and sell and to “make,” if he can, the amount of the judgment creditors demand.

Fixture – A thing that was originally a personal chattel and has been actually or constructively affixed to the soil itself or to some structure legally a part of such soil; an article that was once a chattel, but by being physically annexed or affixed to the realty has become accessory to it an part an d parcel of it.

F.O.B. – An abbreviation of “free on board.”

Franchise – A special privilege conferred by government upon individuals, and which does not belong to the citizens of a country generally, of common right. Also a contractual relationship establishing a means of marketing goods or service giving certain elements of control to the supplier (franchiser) in return for the right of franchisee to use the supplier’s trade name or trademark, usually in a specific marketing area.

Garnishee – As a noun, the term signifies the person upon who a garnishment is served, usually a debtor of the defendant in the action. Used as a verb, the word means to institute garnishment proceedings, to cause garnishment to be levied on the garnishee.

Garnishment – A proceeding whereby property, money, or credits of a debtor in possession of another, the garnishee, are applied to the payment of the debts by means of process against the debtor and the garnishee. It is a statutory proceeding based on contract relations and can be resorted to only where it is authority by statute.

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Good Faith – An honest intention to abstain from taking an unfair advantage of another.

Grantee – A person to whom a grant is made.

Grantor – A person who makes a grant.

Guarantor – A person who promises to answer for the debt, default, or miscarriage of another.

Guaranty – An undertaking by one person to be answerable for the payment of some debt, or the due performance of some contract or duty by another person, who remains liable to pay or perform the same.

Hearing – The supporting of one's contentions by argument and if need be by proof. It is an absolute right and if denied to a contestant it would amount to the denial of constitutional rights.

Holder in Due Course – A holder who has taken a negotiable instrument under the following conditions: (1) that it is complete and regular on its face; (2) that he became the holder of it before it was overdue, and without notice that it had been previously dishonored, if such was the fact; (3) that he took it in good faith and for value; and (4) that at the time it was negotiated to him he had no notice of any infirmity in the instrument or defect in the title of the person negotiating it.

Homestead – In a legal sense the word means the real estate occupied as a home and also the right to have it exempt from levy and forced sale. It is the land, not exceeding the prescribed amount, upon which the dwelling house, or residence, or habitation, or abode of the owner thereof and his family resides, and includes the dwelling house as an indispensable part.

Immunity – A personal favor granted by law, contrary to the general rule.

Implied Warranty – An implied warranty arises by operation of law and exists without any intention of the seller to create it. It is a conclusion or inference of law, pronounced by the court, on facts admitted or proved before the jury.

Indemnify – To hold harmless against loss or damage.

Indemnity – An obligation or duty resting on one person to make good any loss or damage another has incurred while acting at his request or for his benefit. By a contract of indemnity one may agree to save another from a legal consequence of the conduct of one of the parties or of some other person.

Independent Contractor – One who, exercising an independent employment, contracts to do a piece of work according to his or her own methods, and without being subject to the control of the employing party from liability for the misconduct of the independent contractor and his employees.

Indictment – An accusation founded on legal testimony of a direct and positive character, and the concurring judgment of at least twelve of the grand jurors that upon the evidence presented to them the defendant is guilty.

Injunction – A restraining order issued by a court of equity; a prohibitory writ restraining a person from committing or doing an act, other than a criminal act, that appears to be against equity and conscience. There is also the mandatory injunction, which commands an act to be done or undone and compels the performance of some affirmative act.

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In Personam - Against the person.

In Re – In the matter; in the transaction.

In Rem – Against a thing and not against a person; concerning the condition or status of a thing.

Insolvency – The word has two distinct meanings. It may be used to denote the insufficiency of the entire property and assets of an individual to pay of his or her debts, which is its general meaning and its meaning as used in the Bankruptcy Act; but in more restricted sense, it expresses the inability of a party to pay his debts as they become due in the regular course of his business, and it is so used when traders and merchants are said to be insolvent.

Instrument – In its broadest sense, the term includes formal or legal documents in writing, such as contracts, deeds, wills, bonds, leases, and mortgages. In the law of evidence, it has still a wider meaning and includes not merely documents, but also witnesses and things made animate and inanimate that may be presented for inspection.

Insurable Interest – Any interest in property the owner of which interest derives a benefit from the existence of the property or would suffer a loss from its destruction. It is not necessary, to constitute an insurable interest, that the interest is such that the event insured against would necessarily subject the injured to loss; it is sufficient that it might do so.

Interlocutory – Something not final but deciding only some subsidiary matter raised while a lawsuit is pending.

Interpleading – An equitable remedy applicable where one fears injury from conflicting claims. Where a person does not know which of two or more persons claiming certain property held by him or her has a right to it, filing a bill of interpleaded forces the claimants to litigate the title between them.

Intervention – A proceeding by which one not originally made a party to an action or suit is permitted, on his own application, to appear therein and join one of the one of the original parties in maintaining his cause of action or defense, or to assert some cause of action against some or all of the parties to the proceeding as originally instituted.

Jointly – Acting together or in concert or cooperation; holding in common or interdependently, not separately. Persons are “jointly bound” in a bond or note may all be sued in one action for its enforcement, not either one at the election of the creditor.

Jointly and Severally – Persons who find themselves “jointly and severally” in a bond or note may all be sued together for its enforcement, or the creditor may select any one or more as the object of his suit.

Joint Tenancy – An estate held by two or more jointly, with an equal right in all to share in the enjoyments of the land during their lives. Four requisites must exist to constitute a joint tenancy, viz.: the tenants must have one and the same interest; the interest must accrue by one and the same conveyance; they must commence at one and the same time; and the property must be held by one and the same undivided possession. If anyone of these four elements is lacking, the estate is not one of joint tenancy. An incident of joint tenancy is the right of survivorship.

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Judgment – The sentence of the law upon the record; the application of the law to the facts and pleadings. The last word in the judicial controversy; the final consideration and determination of a court of competent jurisdiction upon matters submitted to it in an action or proceeding.

Judgment Lien – The statutory lien upon the real property of a judgment debtor, which is created by judgment itself. At common law a judgment imposes no lien upon the real property of the judgment debtor, and to subject the property of the debtor to the judgment it was necessary to take out a writ called an *elegit*.

Jurisdiction – The right to adjudicate concerning the subject like matter in a given case. The modern tendency is to make the word include not only the power to hear and determine, but also the power to render the particular judgment in a particular case.

Jury – A body of laypersons, selected by lot, or by some other fair and impartial means, to ascertain, under the guidance in either civil litigation or a criminal process.

Laches – The established doctrine of equity that, apart from any question of statutory limitation, its courts will discourage delay and sloth in the enforcement of rights. Equity demands conscience, good faith, and reasonable diligence.

Lease – A contract for the possession and use of land on one side; and a recompense of rent or other income on the other; a conveyance to a person for life, or years, or at will in consideration of a return of rent or other recompense.

Legal – According to the principals of law; according to the method required by statute; by means of judicial proceedings; not equitable.

Letter of Credit – An instrument containing a request (general or special) to pay money to the bearer or person named, or sell him or her some commodity on credit or give something of value and look to the drawer of the letter for recompense.

Levy – At common law a levy on goods consisted of an officer's entering the premises where they were and either leaving an assistant in charge of them or removing them after taking an inventory. Today courts differ as to what is a valid levy, but by the weight of authority there must be an actual or constructive seizure of the goods. In most states, a levy on land must be made by some unequivocal act of the officer indicating the intention of singling out certain real estate for the satisfaction of the debt.

Lien – In its most extensive meaning it is a charge upon property for the payment or discharge of a debt or duty; a qualified right; a propriety interest that, in a given case, may be exercised over the property of another.

Lis Pendens – A pending suit. As applied to the doctrine of *lis pendens*, it is the jurisdiction, power, or controls that courts acquire over property involved in a suit, pending the continuance of the action, and until its final judgment therein.

Long Arm Statute – A statute subjecting a foreign corporation to jurisdiction although it may have committed only a single act within the state.

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Mandamus – We command. It is a command issued from a competent jurisdiction, in the name of the state or sovereign, directed to some inferior court, officer, corporation, or person, requiring the performance of a particular duty therein specified, which duty results from the official station of the party to whom it is directed, or from operation of law.

Mechanic's Lien – A claim created by law for the purpose of securing a priority of payment of the price of value of work performed and materials furnished in erecting or repairing a building or other structure as such it attaches to the land as well as to the buildings erected therein.

Mitigation of Damages – A reduction in the amount of damages due to extenuating circumstances.

Mortgage – A conveyance of property to secure the performance some obligation, the conveyance to be void on the due performance thereof.

Negligence – The word has been defined as the omission to do something that a reasonable person, guided by those considerations that ordinarily regulate human affairs, would do, or doing something a prudent and reasonable person would not do.

Negotiable – Capable of being transferred by endorsement or delivery so as to give the holder a right to sue in his or her own name and to avoid certain defenses against the payee.

Negotiable Instrument – An instrument that may be transferred or negotiated, so that the holder may maintain an action thereon in his own name.

Nonsuit – A judgment given against a plaintiff, who is unable to prove a case, or when the plaintiff refuses or neglects to proceed in a trial.

Novation – A mutual agreement between all parties concerned for the discharge of a valid existing obligation by the substitution of a new valid obligation on the part of the debtor or another, or a like agreement to his creditor by the substitution of a new creditor.

Obligee – A person to whom another is bound by a promise or other obligation; a promisee.

Obligor – A person who is bound by a promise or other obligation; a promisor.

Parol – Oral, verbal, by word of mouth; spoken as opposed to written.

Partners – Those persons who contribute property, money, or services to carry on a joint business for their common benefit; and who own and share the profits thereof in certain proportions; the members of a partnership.

Payee – A person to whom a payment is made or is made payable.

Petition – In equity pleading, a petition is in the nature of a pleading (at least when filed by a stranger to the suit) and forms a basis for independent action.

Plaintiff – A person who brings a suit, action, bill, or complaint.

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Power of Attorney – A written authorization to an agent to perform specified acts on behalf of his or her principal. The writing by which the authority is evidenced is called a letter of attorney and is dictated by the convenience and certainty of business.

Prima Facie – At first sight; a fact that is presumed to be true unless disproved by contrary evidence.

Privity – A mutual or successive relationship as, for example, between the parties to a contract.

Quantum Meruit – As much as is deserved. A part of a common law action in assumpsit for the value of services rendered.

Quasi Contract – An obligation arising not from an agreement between the parties but from the voluntary act of one of them or some relationship between them that will be enforced by a court.

Quitclaim Deed – A deed conveying only the right, title, and interest of the grantor in the property described, as distinguished from a deed conveying the property itself.

Receiver – An indifferent person between the parties to a cause, appointed by the court to receive and preserve the property or funds in litigation, and receive its rents, issues, and profits, and apply or dispose of them at the direction of the court, when it does not seem reasonable that either party should hold them.

Replevin – A common law action by which the owner recovers possession of his or her own goods.

Sanction – The penalty that will be incurred by a wrongdoer for the breach of law.

Satisfaction – A performance of the terms of an accord. If such terms require a payment of a sum of money, then “satisfaction” means that such payment has been made.

Security – That which makes the enforcement of a promise more certain than the mere personal obligation of the debtor or promisor, whatever may be his possessions or financial standing. It may be a pledge of property or an additional personal obligation, but it means more than the mere promise of the debtor with property liable to general execution.

Security Agreement – An agreement that creates or provides a security interest or lien on personal property. A term used in the U.C.C. including a wide range of transactions in the nature of chattel mortgages, conditional sales, etc.

Service – As applied to a process of courts, the word ordinarily implies something in the nature of an act or proceeding adverse to the party served, or of a notice to the party.

Setoff – A setoff both at law and in equity is that right, which exists between two parties, each of whom, under an independent contract, owes an ascertained amount to the other, to set off their respective debts by way of mutual deduction, shall be recovered.

Stipulation – An agreement between opposing counsel in a pending action, usually required to be made in open and entered on the minutes of the court, or else to be in writing and filed in the action, ordinarily entered into for the purpose of avoiding delay, trouble, or expense in the conduct of the action.

Subpoena – A process the purpose of which is to compel the attendance of a person whom it is desired to use as witness.

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Subrogation – The substitution of one person in the place of another with reference to a lawful claim or right frequently referred to as the doctrine of substitution. It is a device adopted or invented by equity to compel the ultimate discharge of a debt or obligation by the person who in good conscience ought to pay it.

Summary Judgment – A decision of a trial court without hearing evidence.

Summary Proceedings – Proceedings; usually statutory, in the course of which many formalities are dispensed with. But such proceedings are not concluded without proper investigation of the facts, or without notice or an opportunity to be heard by the person alleged to have committed the act, or whose property is sought to be affected.

Summons – A writ or process issued and served upon a defendant in a civil action for the purpose of securing his or her appearance in the action.

Surety – One who by accessory agreement called a contract of suretyship binds himself with another, called the principal, for the performance of an obligation in respect to which such other person is already bound and primarily liable for such performance.

Tenor – The tenor of an instrument is an exact copy of the instrument. Under the rule that an indictment for forgery must set out in the instruments according to its “tenor,” the word means an exact copy—that the instrument is set forth in the very words and figures.

Testimony – In some contexts the word bears the same import as “evidence”, but in most connections it has a much narrower meaning. Testimony is the words heard from the witness in court, and evidence is what the jury considers it worth.

Tort – An injury or wrong committed, either with or without force, to the person or property of another. Such injury may arise by nonfeasance or by the malfeasance of the wrongdoer.

Transcript – A copy of writing.

Transferee – A person to whom a transfer is made.

Transferor – A person who makes a transfer.

Trial – An examination before a competent tribunal, according to the law of the land, of facts of law put in issue in a cause, for the purpose of determining such issue. When the court hears and determines any issue of fact or law for the purpose of determining the rights of the parties, it may be considered a trial.

Trustee – A person in whom property is vested in trust for another.

Trustee in Bankruptcy – The Federal Bankruptcy Act defines the term of an officer, and he is an officer of the courts in a certain restricted sense, but not in any such sense as a receiver. He takes the legal title to the property of the bankrupt and in respect to suit stands in the same general position as trustee of an express trust or an executor. His duties are fixed by statute. He is to collect and reduce to money the property of the estate of the bankrupt.

Unilateral Contract – A contract formed by an offer or a promise on one side for an act to be done on the other, and a doing of the act by the other by way of acceptance of the offer or promise; that is, a contract wherein the only acceptance of the offer that is necessary is the performance of the act.

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Usury – The taking more than the law allows upon a loan or for forbearance of a debt. Illegal interest; in excess of the rate allowed by law.

Vendee – A purchaser of property. The word is more commonly applied to a purchaser of real property, the word “buyer” being more commonly applied to the purchaser of personal property.

Vendor – A person who sells property to a vendee. The words “vendor” and “vendee” are more commonly applied to the seller and purchaser of real estate, and the words “seller” and “buyer” are more commonly applied to the seller and purchaser of personal property.

Venue – The word originally was used to indicate the countries from which the jurors were to come who were to try a case, but in modern times it refers to the country in which the case is to be tried.

Verdict – The answer of a jury given to the court concerning the matters of fact committed to their trial and examination; it makes no precedent and settles nothing but the present controversy to which it relates. It is the decision made by the jury and reported to the court, and as such it is an elemental entity that cannot be divided by the judge.

Verification – The affidavit of a party annexed to his pleadings, which states that the pleading is true of his own knowledge except as to matters that are therein stated on his information or belief, and as to those matters, that he believes it to be true. A sworn statement of the truth of the facts stated in the instrument verified.

Vest – To give an immediate fixed right of present or future enjoyment.

Void – That which is entirely null. A void act is one that is not binding on either party, and is not susceptible to ratification.

Voidable – Capable of being made void; not utterly null, but annulable, and hence may be either voided or confirmed.

Waiver – The international relinquishment of a known right. It is a voluntary act and implies an election by the party to dispense with something of value, or to forgo some advantage that he or she might have demanded and insisted upon.

Warranty – In the sale of a commodity, an undertaking by the seller to answer for the defects therein is construed as a warranty. In a contract of insurance, as a general rule, any statement or description, or any undertaking on the part of the insured on the face of the policy or in another instrument properly incorporated in the policy, which relates to the risk, is a warranty.

Writ – A commandment of a court given for the purpose of compelling a defendant to take certain action, usually directed to a sheriff or other officer to execute it.

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