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QUÆ AB HOSTIBUS CAPIUNTUR, STATIM CAPIENTIUM FIUNT. 2 Burrows, 693. Things which are taken from enemies immediately become the property of the captors.

QUÆ AB INITIO INUTILIS FUIT INSTITUTIO, EX POST FACTO CONVALESCERE NON POTEST. An institution which was at the beginning of no use or force cannot acquire force from after matter. Dig. 50, 17, 210.

QUÆ AB INITIO NON VALENT, EX POST FACTO CONVALESCERE NON POSSUNT. Things invalid from the beginning cannot be made valid by subsequent act. Tray. Lat. Max. 482.
QUÆ ACCESSIONUM

QUÆ ACCESSIONUM LOCUM OBTINENT, EXTINGUUNTUR CUM PRINCIPALES RES PEREMPTÆ FUERINT. Things which hold the place of accessories are extinguished when the principal things are destroyed. 2 Poth. Obl. 202; Broom, Max. 496.

QUÆ AD UNUM FINEM LOQUATA SUNT, NON DEBENT AD ALIUM DETORQUERI. 4 Coke, 14. Those words which are spoken to one end ought not to be perverted to another.

QUÆ COHERENT PERSONÆ A PERSONA SEPARARI NEQUEUNT. Things which cohere to, or are closely connected with, the person, cannot be separated from the person. Jenk. Cent. p. 28, case 53.

QUÆ COMMUNI LEGE DEROGANT STRICTE INTERPRETANTUR. [Statutes] which derogate from the common law are strictly interpreted. Jenk. Cent. p. 221, case 72.

QUÆ CONTRA RATIONEM JURIS INTRODUCTA SUNT, NON DEBENT TRAHÍ IN CONSEQUENTIAM. 12 Coke, 75. Things introduced contrary to the reason of law ought not to be drawn into a precedent.

QUÆ DUBITATIONIS CAUSA TOLLENDÆ INSERUNTUR COMMUNE LEGEM NON LÆDUNT. Co. Litt. 205. Things which are inserted for the purpose of removing doubt hurt not the common law.

QUÆ DUBITATIONIS TOLLENDÆ CAUSA CONTRACTIBUS INSERUNTUR. JUS COMMUNE NON LÆDUNT. Particular clauses inserted in agreements to avoid doubts and ambiguity do not prejudice the general law. Dig. 50, 17, 81.

QUÆ EST EADEM. Lat. Which is the same. Words used for alleging that the trespass or other fact mentioned in the plea is the same as that laid in the declaration, where, from the circumstances, there is an apparent difference between the two. 1 Chit. Pl. 582.

QUÆ IN CURIA REGIS ACTA SUNT RITE AGI PRÆSUMUNTUR. 3 Bulst. 43. Things done in the king’s court are presumed to be rightly done.

QUÆ IN PARTES DIVIDİ NEQUEUNT SOLIDA A SINGULIS PRÆSTANTUR. 6 Coke, 1. Services which are incapable of division are to be performed in whole by each individual.

QUÆ IN TESTAMENTO ITA SUNT SCRIPTA UT INTELLIGIS NON POSSINT, PERÌnde SUNT AC SI SCRIPTA NON LESSINT. Things which are so written in a will that they cannot be understood, are the same as if they had not been written at all. Dig. 50, 17, 3.

QUÆ INCONTINENTI FIUNT INESSES VIDENTUR. Things which are done incontinent or simultaneously with an act are supposed to be inherent (in it; to be a constituent part of it.) Co. Litt. 236b.

QUÆ INTER ALIOS ACTA SUNT NEMINI NOCERE DEBENT, SED PRODESSE POSSUNT. 6 Coke, 1. Transactions between strangers ought to hurt no man, but may benefit.

QUÆ LEGI COMMUNI DEROGANT NON SUNT TRAHENDA IN EXEMPLUM. Things derogatory to the common law are not to be drawn into precedent. Branch, Princ.

QUÆ LEGI COMMUNI DEROGANT STRICTE INTERPRETANTUR. Jenk. Cent. 29. Those things which are derogatory to the common law are to be strictly interpreted.

QUÆ MALA SUNT INCOHÂTA IN PRINCIPIO VIX BONO PERAGÝNÝTUR EXITU. 4 Coke, 2. Things bad in principle at the commencement seldom achieve a good end.

QUÆ NIHIL FRUSTRA. Lat. Which [does or requires] nothing in vain. Which requires nothing to be done, that is, to no purpose. 2 Kent, Comm. 53.

QUÆ NON FIERI DEBENT, FACTA, VALENȚ. Things which ought not to be done are held valid when they have been done. Tray. Lat. Max. 484.

QUÆ NON VALEANT SINGULA, JUNCTA JUVENT. Things which do not avail when separate, when joined avail. 3 Bulst. 132; Broom, Max. 583.

QUÆ PLURA. Lat. In old English practice. A writ which lay where an inquisition had been made by an escheator in any county of such lands or tenements as any man died seised of, and all that was in his possession was imagined not to be found by the office; the writ commanding the escheator to inquire what more (que plura) lands and tenements the party held on the day when he died. etc. Fitzh. Nat. Brev. 255a; Cowell.

QUÆ PRÆTER CONSUITUDINEM ET MOREM MAJORUM FIUNT NEQUE PLACEAT NEQUE RECTA VIDENTUR. Things which are done contrary to the custom of our ancestors neither please nor appear right. 4 Coke, 78.

QUÆ PROPTER NECESSITATEM RECEPTA SUNT, NON DEBENT IN ARGUMENTUM TRAHĪ. Things which are admitted on the ground of necessity ought not to be drawn into question. Dig. 50, 17, 162.

QUÆ RERUM NATURA PROHIBITOR NULÆ LEGE CONFIRMATA SUNT. Things which are forbidden by the nature of things are [can be] confirmed by no law. Branch, Princ. Positive laws are framed after the laws of nature and reason. Finch, Law, 74.

QUÆ SINGULA NON PROSUNT, JUNCTA JUVENT. Things which taken singly are of no avail afford help when taken together. Tray. Lat. Max. 486.

QUÆ SUNT MINORIS CULÆ SUNT MAJORIS INFAMÆ. [Offenses] which are of a lower grade of guilt are of a higher degree of infamy. Co. Litt. 6b.
QUESTIO.  Medieval Law
The question; the torture; inquiry or inquisition by inflicting the torture.

Roman Law
Anciently a species of commission granted by the comitia to one or more persons for the purpose of inquiring into some crime or public offense and reporting thereon. In later times, the questio came to exercise plenary criminal jurisdiction, even to pronouncing sentence, and then was appointed periodically, and eventually became a permanent commission or regular criminal tribunal, and was then called “questio perpetua.” Maine, Anc. Law, 369–372.

General
Cadit questio. The question falls; the discussion ends; there is no room for further argument.

Questio vexata. A vexed question or mooted point; a question often agitated or discussed but not determined; a question or point which has been differently decided, and so left doubtful.

QUESTIONARI. Those who carried questio from door to door.

QUESTIONES PERPETUA. In Roman law, were commissions (or courts) of inquisition into crimes alleged to have been committed. They were called “perpetua,” to distinguish them from occasional inquisitions, and because they were permanent courts for the trial of offenders. Brown.

QUESTOR. Lat. A Roman magistrate, whose office it was to collect the public revenue. Varro de L. L. iv. 14.

QUESTOR SACRI PALATI. Questor of the sacred palace. An officer of the imperial court at Constantinople, with powers and duties resembling those of a chancellor. Calvin.

QUESTORES CLASSICI. Lat. In Roman law. officers entrusted with the care of the public money.

Their duties consisted in making the necessary payments from the ararium, and receiving the public revenues. Of both they had to keep correct accounts in their tabula publica. Demands which anyone might have on the ararium, and outstanding debts were likewise registered by them. Fines to be paid to the public treasury were registered and exacted by them. They were likewise to provide proper accommodations for foreign ambassadors and such persons as were connected with the republic by ties of public hospitality. Lastly, they were charged with the care of the burials and monuments of distinguished men, the expenses for which had been decreed by the senate to be paid by the treasury. Their number at first was confined to two; but this was afterwards increased as the empire became extended. There were questors of cities and of provinces, and questors of the army; the latter were in fact paymasters.

QUESTORES PARRICIDII. See Questores Parricidii.

QUESTUS. L. Lat. That estate which a man has by acquisition or purchase, in contradistinction
QUAKER

tion to "hæreditas," which is what he has by de-
scent. Glan. 1, 7, c. 1.

QUAKER. In England, the statutory, as well as the
popular, name of a member of a religious so-
ciety, by themselves denominated "Friends."

QUALE JUS. Lat. In old English law. A judi-
cial writ, which lay where a man of religion had
judgment to recover land before execution was
made of the judgment. It went forth to the es-
cheator between judgment and execution, to in-
quire what right the religious person had to re-
cover, or whether the judgment were obtained by
the collusion of the parties, to the intent that the

QUALIFICATION. The possession by an in-
dividual of the qualities, properties, or circumstan-
ces, natural or adventitious, which are inherently
or legally necessary to render him eligible to fill
an office or to perform a public duty or function.
Thus, the ownership of a freehold estate may be
made the qualification of a voter; so the posses-
sion of a certain amount of stock in a corpora-
tion may be the qualification necessary to enable one
to serve on its board of directors. Cummings v.
Missouri, 4 Wall. 319, 18 L.Ed. 356; Hyde v. State,
52 Miss. 663.
Qualification for office is "endowment, or accomplish-
ment that fits for an office: having the legal requisite,
edowed with qualities suitable for the purpose." State v. Seay, 64
No. 69, 27 Am.Rep. 206.

Also a modification or limitation of terms or lan-
guage; usually intended by way of restriction of
expressions which, by reason of their general-
ity, would carry a larger meaning than was de-
sign.

QUALIFIED. Adapted; fitted; entitled; suscep-
tible; capable; competent; fitting; possessing leg-
ral power or capacity; eligible; as an elector to vote. Applied to one who has taken the steps
to prepare himself for an appointment or office,
as by taking oath, giving bond, etc. Gibbany v.
Ford, 29 N.M. 621, 225 P. 577, 578; Board of Comrs
of Guadalupe County v. District Court of Fourth
Judicial Dist., 29 N.M. 244, 223 P. 516, 522. Also
limited; restricted; confined; modified; imper-
fect, or temporary.

The term is also applied in England to a person
who is enabled to hold two beneficzes at once.

QUALIFIED ACCEPTANCE. See Acceptance.

QUALIFIED ELECTOR. A person who is legally
qualified to vote. Minges v. Board of Trustees of
See Qualified Voter.

QUALIFIED ESTATE. See Estate.

QUALIFIED FEE. See Fee.

QUALIFIED INDORSEMENT. See Indorsement.

QUALIFIED OATH. See Oath.

QUALIFIED PRIVILEGE. In the law of libel
and slander, the same as conditional privilege.
See Privilege.

QUALIFIED PROPERTY. See Property.

QUALIFIED VOTER. A person qualified to vote
generally. In re House Bill No. 166, 9 Colo. 629,
21 P. 473. A person qualified and actually voting.
Carroll County v. Smith, 4 S.Ct. 539, 111 U.S. 565,
28 L.Ed. 517. A legal voter. Branstetter v. Heat-
er, 269 Ky. 844, 108 S.W.2d 1040. See Qualified
Elector.

QUALIFY. To make one's self fit or prepared
to exercise a right, office, or franchise. To take
the steps necessary to prepare one's self for an
office or appointment, as by taking oath, giving
bond, etc. Archer v. State, 74 Md. 443, 22 A. 8, 28
P. 286.

Also to limit; to modify; to restrict. Thus, it is
said that one section of a statute qualifies an-
other.

QUALITAS QUÆ INESSE DEBET, FACILE
PRÆSUMITUR. A quality which ought to form
a part is easily presumed.

QUALITY. In respect to persons, this term de-
notes comparative rank; state or condition in re-
lation to others; social or civil position or class.
In pleading, it means an attribute or character-
istic by which one thing is distinguished from
another.

Adoptiveness, suitableness, fitness; grade; con-
Under Uniform Sales Act. "quality of goods" includes
their state or condition. Ford v. Waldorf System, 57 R.I.
131, 188 A. 633, 636.

QUALITY OF ESTATE. The period when, and
the manner in which, the right of enjoying an es-
ate is exercised. It is of two kinds: (1) The
period when the right of enjoying an estate is
conferred upon the owner, whether at present
or in future; and (2) the manner in which the
owner's right of enjoyment of his estate is to
be exercised, whether solely, jointly, in common,
or in coparcenary. Wharton.

QUAM LONGUM DEBET ESSE RATIONA
BLE TEMPUS NON DEFINITUR IN LEGE, SED
PENDET EX DISCRETIONE JUSTICIA
RIORUM. Co. Litt. 56. How long reasonable time
ought to be is not defined by law, but depends
upon the discretion of the judges.

QUAM RATIONABILIS DEBET ESSE FINIS,
NON DEFINITUR, SED OMNIBUS CIRCUM-
STANTIBUS INSPECTIS PENDET EX JUSTI
CIAE DISCRETIONE. What a reasonable
fine ought to be is not defined, but is left to the
discretion of the judges, all the circumstances be-
ing considered. 11 Coke, 44.

QUAMDIU. Lat. As long as; so long as. A
word of limitation in old conveyances. Co. Litt.
2356.

QUAMDIU SE BENE GESSERIT. As long as he
shall behave himself well; during good behavior;

a clause frequent in letters patent or grants of
certain offices, to secure them so long as the per-
sions to whom they are granted shall not be guilty of abusing them, the opposite clause being "durante bene placito," (during the pleasure of the grantor.)

QUAMVIS ALIQUID PER SE NON SIT MALUM, TAMEN, SI SIT MALI EXEMPLI, NON EST FACIENDUM. Although a thing may not be bad in itself, yet, if it is of bad example, it is not to be done. 2 Inst. 564.

QUAMVIS LEX GENERALITER LOQUITUR, RESTRINGENDA TAMEN EST, UT, CESSIONE RATIONE, IPSACESSAT. Although a law speaks generally, yet it is to be restrained, so that when its reason ceases, it should cease also. 4 Inst. 330.

QUANDO ABEST PROVISIO PARTIS, ADEST PROVISIO LEGIS. When the provision of the party is wanting, the provision of the law is at hand. 6 Vin. Abr. 49; 13 C. B. 960.

QUANDO ACCIDERINT. Lat. When they shall come in.

In practice. When a defendant, executor, or administrator pleads plena administravit, the plaintiff may pray to have judgment of assets quando acciderint; Bull. N. P. 169; Bac. Abr. Executor (M). A similar judgment may be taken at plaintiff's election, in an action against an heir, on a plea of riens per descant, instead of taking issue on the plea. In either of these cases if assets afterwards come to the hands of the executor or heir a scire facias must be sued out before execution can issue, or there may be an action of debt, suggesting a devastavit; 2 Bouv. Inst. 3708. It is also sometimes termed a judgment of assets in futuro. By taking a judgment in this form the plaintiff admits that defendant has fully administered to that time: 1 Pet. C. C. 442, n; and therefore the plaintiff will not be allowed to give evidence of effects come to defendant's hands before judgment. For this reason the scire facias on a judgment of assets quando acciderint must only pray execution of such assets as have come to the defendant's hands since former judgment, and if it prays judgment of assets generally, it cannot be supported. 2 Com. Dig. Pleader (2D9).

QUANDO ALIQUID MANDATORI, MANDATORI ET OMNE PER QUOD PERVENITUR AD ILLUD. 5 Coke 116. When anything is commanded, everything by which it can be accomplished is also commanded.

QUANDO ALIQUID PER SE NON SIT MALUM, TAMEN SI SIT MALI EXEMPLI, NON EST FACIENDUM. When anything by itself is not evil, and yet may be an example for evil, it is not to be done. 2 Inst. 564.

QUANDO ALIQUID PROHIBETUR EX DIRECTO, PROHIBETUR ET PER OBLIQUUM. Co. Litt. 223. When anything is prohibited directly, it is prohibited also indirectly.

QUANDO ALIQUID PROHIBETUR, PROHIBETUR ET OMNE PER QUOD DEVENITUR AD ILLUD. When anything is prohibited, everything by which it is reached is prohibited also. 2 Inst. 48. That which cannot be done directly shall not be done indirectly. Broom. Max. 489.

QUANDO ALIQUIS ALIQUID CONCEPTIT, CONCEDERE VIDETUR ET ID SINE QUO RES UTI NON POTEST. When a person grants anything, he is supposed to grant that also without which the thing cannot be used. When the use of a thing is granted, everything is granted by which the grantee may have and enjoy such use. 3 Kent, Comm. 421.

QUANDO CHARTA CONTINET GENERALEM CLAUSULAM, POSTSEAQUE DESCENDIT AD VERBA SPECIALIA QUAE CLAUSULAE GENERALIS SUNT CONSENTANAE, INTERPRETANDA EST CHARTA SECUNDUM VERBA SPECIALIA. When a deed contains a general clause, and afterwards descends to special words which are agreeable to the general clause, the deed is to be interpreted according to the special words. 8 Coke 154b.

QUANDO DE UNA ET Eadem Re DUO ONERABILES EXISTUNT, UNUS, PRO INSUFFICIENTIA ALTERIUS, DE INTEGRUM ONERABITUR. When there are two persons liable for one and the same thing, one of them, in case of default of the other, shall be charged with the whole. 2 Inst. 277.

QUANDO DISPOSITIO REFERRI POTEST AD DUAS RES ITA QUOD SECUNDUM RELATIONEM UNAM VITIETUR ET SECUNDUM ALTERAM UTILIS SIT, TUM FACIENDA EST RELATIO AD ILLAM UT VALDE DISPOSITIO. 6 Coke 76. When a disposition may refer to two things, so that by the former it would be vitiated, and by the latter it would be preserved, then the relation is to be made to the latter, so that the disposition may be valid.

QUANDO DIVERSI DESIDERANTUR ACTUS AD ALIQUEM STATUM PERFICIENDUM, PLUS RESPICTIT LEX ACTUM ORIGINALEM. When different acts are required to the formation of any estate, the law chiefly regards the original act. When to the perfection of an estate or interest diverse acts or things are requisite, the law has more regard to the original act, for that is the fundamental part on which all the others are founded. 10 Coke 49a.

QUANDO DUO JURA CONCURRUNT IN UNA PERSONA, OEQUM EST AC SI ESSENT IN DIVERSIS. When two rights concur in one person, it is the same as if they were in two separate persons. 4 Co. 118; Broom. Max. 531.

QUANDO JUS DOMINI REGIS ET SUBDITI CONCURRUNT, JUS REGIS PREFERETI DEBET. 9 Coke 129. When the right of king and of subject concur, the king's right should be preferred.
QUANDO

QUANDO LEX ALIQUID ALICUI CONCEDIT, CONCEDERE VIDETUR ET ID SINE QVO RES IPSA E ESSE NON POTEST. 5 Coke 47. When the law gives a man anything, it gives him that also without which the thing itself cannot exist.

QUANDO LEX ALIQUID ALICUI CONCEDIT, OMNIA INCIDENTIA TACITE CONCEDUNTUR. 2 Inst. 326. When the law gives anything to any one, all incidents are tacitly given.

QUANDO LEX EST SPECIALIS, RATIO AUTEM GENERALIS, GENERALITER LEX EST INTELLEGENDA. When a law is special, but its reason [or object] general, the law is to be understood generally. 2 Inst. 83.

QUANDO LICET ID QUOD MAJUS, VIDETUR ET LICERE ID QUOD MINUS. Shep. Touch. 429. When the greater is allowed, the less is to be understood as allowed also.

QUANDO MULIER NOBILIS NUPSERIT IGNOBILIS DESIT ET ESSE NOBILIS NISI NOBILITAS NATIVA FUERIT. 4 Coke, 118. When a noble woman marries a man not noble, she ceases to be noble, unless her nobility was born with her.

QUANDO PLUS FIT QUAM FIERI DEBIT, VIDETUR ETIAM ILLUD FIERI QUOD FACIENDUM EST. When more is done than ought to be done, that at least shall be considered as performed which should have been performed, [as, if a man, having a power to make a lease for ten years, make for twenty years, it shall be void only for the surplus.] Broom, Max. 177; 5 Coke, 115; 8 Coke, 85a.

QUANDO QUOD AGO NON VALET UT AGO, VALEAT QUANTUM VALERE POTEST. When that which I do does not have effect as I do it, let it have as much effect as it can. Vandervolgen v. Yates, 3 Barb. Ch. (N. Y.) 242, 261.

QUANDO RES NON VALET UT AGO, VALEAT QUANTUM VALERE POTEST. When a thing is of no effect as I do it, it shall have effect as far as [or in whatever way] it can. Cowp. 600.

QUANDO VERBA ET MENVS CONGRUUNT, NON EST INTERPRETATIONI LUCUS. When the words and the mind agree, there is no place for interpretation.

QUANDO VERBA STATUTI SUNT SPECIALIA, RATIO AUTEM GENERALIS, GENERALITER STATUTUM EST INTELLEGENDUM. When the words of a statute are special, but the reason or object of it general, the statute is to be construed generally. 10 Coke 101b.

QUANTI MINORIS. Lat. The name of an action in the civil law, (and in Louisiana.) brought by the purchaser of an article, for a reduction of the agreed price on account of defects in the thing which diminish its value.

QUANTUM DAMNIFICATUS? How much damned? The name of an issue directed by a court of equity to be tried in a court of law, to ascertain the amount of compensation to be allowed for damage.

QUANTUM MERUIT. As much as he deserved. In pleading. The common count in an action of assumpsit for work and labor, founded on an implied assumpsit or promise on the part of the defendant to pay the plaintiff as much as he reasonably deserved to have for his labor. 3 Bl. Comm. 161; 1 Tidd. Pr. 2; Viles v. Kennebec Lumber Co., 118 Me. 148, 106 A. 431.

It refers to class of obligations imposed by law, without regard to intent or assent of parties bound, for reasons dictated by reason and justice; such obligations not being contracts though form of action is contract. Carpenter v. Jesse Oil Co., C.C.A.Okl., 26 P.2d 442, 443. Amount of recovery being only the reasonable value of the services rendered regardless of any agreement as to value. Smith v. Bliss, 44 Cal.App.2d 171, 112 P.2d 30, 33.

QUANTUM TENENS DOMINO EX HOMAGIO, TANTUM DOMINUS TENENTI EX DOMINIO DEBET PLIEER SOLAM REVERENTIAM; MUTUA DEBET ESSE DOMINI ET HOMAGI FIDELITATIS CONNECXIO. Co. Litt. 64. As much as the tenant by his homage owes to his lord. so much is the lord, by his lordship, indebted to the tenant, except reverence alone; the tie of dominion and of homage ought to be mutual.

QUANTUM VALEBANT. As much as they were worth. In pleading. The common count in an action of assumpsit for goods sold and delivered, founded on an implied assumpsit or promise, on the part of the defendant, to pay the plaintiff as much as the goods were reasonably worth. 3 Bl. Comm. 161; 1 Tidd. Pr. 2.

QUARANTINE. A period of time (theoretically forty days) during which a vessel, coming from a place where a contagious or infectious disease is prevalent, is detained by authority in the harbor of her port of destination, or at a station near it, without being permitted to land or to discharge her crew or passengers. Quarantine is said to have been first established at Venice in 1484. Baker, Quar. 3.

The space of forty days during which a widow has a right to remain in her late husband's principal mansion immediately after his death. The right of the widow is also called her "quarantine." See Davis v. Lowden, 56 N.J. Eq. 126, 38 A. 648; Falvey v. Hicks, 315 Mo. 442, 286 S.W. 385, 392.

A provision or interest given in law to the widow in her husband's estate, such as the privilege of occupying the mansion house and curtilage without charge until her dower is assigned, and technically is a dower right, or more broadly is a part of the dower estate. Amiss v. Hite-shew, 106 W.Va. 703, 147 S.E. 26, 28.

QUARE. Lat. Wherefore; for what reason; on what account. Used in the Latin form of several common-law writes.

QUARE CLAUSUM FREGIT. Lat. Wherefore he broke the close. That species of the action of trespass which has for its object the recovery of damages for an unlawful entry upon another's land is termed "trespass quare clausum fregit;" "breaking a close" being the technical expression.
for an unlawful entry upon land. The language of the declaration in this form of action is "that the defendant, with force and arms, broke and entered the close" of the plaintiff. The phrase is often abbreviated to "qu. cl. fr." Brown.

**Quare Eject Infra Terminum**. Wherefore he ejected within the term. In old practice, a writ which lay for a lessee where he was ejected before the expiration of his term, in cases where the wrong-doer or ejector was not himself in possession of the lands, but his foecore or another claiming under him. 3 Bl. Comm. 199, 206; Reg. Orig. 227; Fitzh. Nat. Brev. 197 S.

**Quare Impedit**. Wherefore he hinders. In English practice. A writ or action which lies for the patron of an advouson, where he has been disturbed in his right of patronage; so called from the emphatic word of the old form, by which the disturber was summoned to answer why he hinders the plaintiff. 3 Bl. Comm. 246, 248.

**Quare Incumbavit**. In English law. A writ which lay against a bishop who, within six months after the vacation of a benefice, conferred it on his clerk, while two others were contending at law for the right of presentation, calling upon him to show cause why he had incumbed the church. Reg. Orig. 32. Abolished by 3 & 4 Wm. IV. c. 27.

**Quare Intrusit**. A writ that formerly lay where the lord proffered a suitable marriage to his ward, who rejected it, and entered into the land, and married another, the value of his marriage not being satisfied to the lord. Abolished by 12 Car. II. c. 24.

**Quare Non Admissit**. In English law. A writ to recover damages against a bishop who does not admit a plaintiff’s clerk. It is, however, rarely or never necessary; for it is said that a bishop, refusing to execute the writ ad admittendum clericum, or making an insufficient return to it, may be fined. Wats. Cler. Law, 302.

**Quare Non Permittit**. An ancient writ, which lay for one who had a right to present to a church for a turn against the proprietary. Fleta, l. 5, c. 6.

**Quare Obstruxit**. Wherefore he obstructed. In old English practice. A writ which lay for one who, having a liberty to pass through his neighbor’s ground, could not enjoy his right because the owner had so obstructed it. Cowell.

**Quarentena Terrae.** A furlong. Co. Litt. 56.

**Quarrel.** This word is said to extend not only to real and personal actions, but also to the causes of actions and suits; so that by the release of all “quarrels,” not only actions pending, but also causes of action and suit, are released; and “quarrels,” “controversies,” and “debates” are in law considered as having the same meaning. Co. Litt. 8, 153; Termeas de la Ley.


**Quarry.** In mining law. An open excavation where the works are visible at the surface; a place or pit where stone, slate, marble, etc., is dug out or separated from a mass of rock. Bainb. Mines, 2. See Marvel v. Merritt, 116 U. S. 11, 6 S. Ct. 207, 29 L. Ed. 550.

**Quart.** A liquid measure, containing one-fourth part of a gallon.

**Quarta Divi Plea.** In Roman law. That portion of a testator’s estate which he was required by law to leave to a child whom he had adopted and afterwards emancipated or unjustly disinherited, being one-fourth of his property. Mackeld. Rom. Law, § 594.

**Quarta Falcidia.** In Roman law. That portion of a testator’s estate which, by the Falcidian law, was required to be left to the heir, amounting to at least one-fourth. Mackeld. Rom. Law, § 771.

**Quarter.** The fourth part of anything, especially of a year. Also a length of four inches. In England, a measure of corn, generally reckoned at eight bushels, though subject to local variations. Hospital St. Cross v. Lord Howard De Walden, 6 Term. 343. In American land law, a quarter section of land. See infra. And see McCartney v. Dennison, 101 Cal. 252, 35 P. 766. In a military sense, the usual term applied to stations, buildings, lodgings, etc., in the regular occupation of military troops. State ex rel. Charlton v. French, 44 N. M. 169, 99 P. 2d 715, 727.

In the Law of War. The sparing of the life of a fallen or captured enemy on the battlefield. By the end of the seventeenth century quarter became a recognized usage of war. It is forfeited only under exceptional circumstances. 1. In case of absolute and overwhelming necessity, as where a small force is incumbered with a large number of prisoners in a savage and hostile country, and may be justified in killing them for their own self-preservation. 2. Where belligerents violate the laws of war they may be refused quarter. 3. By way of retaliation against an enemy who has denied quarter without a cause. Risley, The Law of War; Spaight, War Rights on Land, 38-95.


**Quarter of a Year.** Ninety-one days. Co. Litt. 135b.

**Quarter-Day.** The four days in the year upon which, by law or custom, moneys payable in quarter-yearly installments are collectible, are called “quarter-days.”

**Quarter-Dollar.** A copper-nickel clad (formerly silver) coin of the United States, of the value of twenty-five cents.
QUARTER-EAGLE

QUARTER-EAGLE. A gold coin of the United States, of the value of two and a half dollars.

QUARTER-SALES. In New York law. A species of fine on alienation, being one-fourth of the purchase money of an estate, which is stipulated to be paid back on alienation by the grantee. The expressions “tenth-sales,” etc., are also used, with similar meanings. Jackson ex dem. Livingston v. Groat, 7 Cow. (N.Y.) 285.

QUARTER SEAL. See Seal.

QUARTER SECTION. In American land law. The quarter of a section of land according to the divisions of the government survey, laid off by dividing the section into four equal parts by north-and-south and east-and-west lines, and containing 160 acres.

QUARTER SESSIONS. In English law. A criminal court held before two or more justices of the peace, (one of whom must be of the quorum), in every county, once in every quarter of a year.
4 Bl.Com. 271; 4 Steph.Com. 335.

In American law. Courts established in some of the states, to be held four times in the year, invested with criminal jurisdiction, usually of offenses less than felony, and sometimes with the charge of certain administrative matters, such as the care of public roads and bridges.

QUARTERING. In English criminal law. The dividing a criminal’s body into quarters, after execution. A part of the punishment of high treason. 4 Bl.Com. 93.

QUARTERING SOLDIERS. The act of a government in billeting or assigning soldiers to private houses, without the consent of the owners of such houses, and requiring such owners to supply them with board or lodging or both.

QUARTERIZATION. Quartering of criminals.

QUARTERLY. Quarter yearly; once in a quarter year. Dickinson v. Cox, 118 Or. 88, 244 P. 877, 878; Leonard v. St. Clair, 27 Idaho, 568, 149 P. 1058, 1060.

QUARTERLY COURTS. A system of courts in Kentucky possessing a limited original jurisdiction in civil cases and appellate jurisdiction from justices of the peace. Hamilton v. Spalding, 76 S.W. 517, 25 Ky.Law Rep. 847. They are not county courts, but separate and independent courts created and established by the constitution. Perry County v. McIntosh, 280 Ky. 223, 133 S.W. 2d 90, 91.

QUARTERONE. In the Spanish and French West Indies, a quadroon, that is, a person one of whose parents was white and the other a mulatto.

QUARTO DIE POST. Lat. On the fourth day after. Appearance day, in the former English practice, the defendant being allowed four days, inclusive, from the return of the writ, to make his appearance.

QUASH. To overthrow; to abate; to vacate; to annul; to make void. Spelman; 3 Bl.Com. 303. Bosley v. Bruner, 2 Cushm. (Miss.) 462; Wilson v. Commonwealth, 157 Va. 776, 162 S.E. 1, 2.

QUASI. Lat. As if; almost as it were; analogous to. This term is used in legal phraseology to indicate that one subject resembles another, with which it is compared, in certain characteristics, but that there are intrinsic and material differences between them. Bicknell v. Garrett, 1 Wash. 2d 564, 96 P.2d 592, 595, 126 A.L.R. 258; Cannon v. Miller, 22 Wash. 2d 227, 155 P.2d 500, 503, 507, 157 A.L.R. 530. Marker v. State, 25 Ala.App. 91, 142 So. 105, 106. It is often prefixed to English words, implying mere appearance or want of reality. State v. Jeffrey, 188 Minn. 476, 247 N.W. 692, 693.

It is exclusively a term of classification. Prefixed to a term of Roman law, it implies that the conception to which it serves as an index is connected with the conception with which the comparison is instituted by a strong superficial analogy or resemblance. It negates the notion of identity, but points out that the conceptions are sufficiently similar for one to be classed as the sequel to the other. Maine, Anc. Law, 332. Civilians use the expressions “quasi contractus,” “quasi delictum,” “quasi possessio,” “quasi traditio,” etc.


QUASI ADMISSION. An act or utterance, usually extrajudicial, which creates an inconsistency with and discredits to a greater or lesser degree, present claim or other evidence of person creating the inconsistency, and person who enacted or uttered it may nevertheless disprove its correctness by introduction of other evidence. Sutherland v. Davis, 151 Ky. 743, 151 S.W.2d 1021, 1024.

QUASI-CONTRACTUS (Lat.). In civil law. An obligation similar in character to that of a contract, which arises not from an agreement of parties but from some relation between them, or from a voluntary act of one of them. An obligation springing from voluntary and lawful acts of parties in the absence of any agreement. Howe. Stud. Civ. L. 171.

QUASI ESTOPPEL. The principle which precludes a party from asserting, to another’s disadvantage, a right inconsistent with a position previously taken by him. Philadelphia County v. Sheehan, 263 Pa. 449, 107 A. 14, 16.

A term used by Bigelow to cover a group of cases in which a party is precluded from occupying inconsistent positions, either in litigations or in ordinary dealings: Big.Est. (6th ed.) 732. Pickett v. Bank, 32 Ark. 346; Robinson v. Pemberton, 71 Ala. 240. It is to be noted that in the cases grouped under this title the courts have generally used the simple term “estoppel” which, it has been suggested, is a questionable use of terms, since many of the cases are mere instances of ratification or acquiescence; Big.Est. 755.

“Equitable estoppel” and “estoppel in pais” are convertible terms embracing “quasi estoppel,” and embody doctrine that one may not repudiate an act done or position
assumed by him, where such course would work injustice to another rightfully relying thereon. Brown v. Corn Exchange Nat. Bank & Trust Co., 136 N.J.Eq. 430, 42 A.2d 674, 680.

QUASI JUDICIAL. A term applied to the action, discretion, etc., of public administrative officers, who are required to investigate facts, or ascertain the existence of facts, and draw conclusions from them, as a basis for their official action, and to exercise discretion of a judicial nature. Bair v. Struck, 29 Mont. 45, 74 P. 69, 63 L.R.A. 481; Mitchell v. Clay County, 69 Neb. 779, 96 N.W. 678.

The actions of the National Labor Relations Board are “quasi-judicial” in character. Thompson Products v. National Labor Relations Board, C.C.A.6, 133 F.2d 637, 640.


QUASI-TRADITIO (Lat.). In civil law. A term used to designate that a person is in the use of the property of another, which the latter suffers and does not oppose. Lec.Elem. § 396. It also signifies the act by which the right of property is ceded in a thing to a person who is in possession of it; as, if I loan a boat to Paul, and deliver it to him, and afterwards I sell him the boat, it is not requisite that he should deliver the boat to me to be again delivered to him: there is a quasi-tradition or delivery.

QUATER COUSIN. See Cousin.

QUATUOR PEDIBUS CURRIT. Lat. It runs upon four feet; it runs upon all fours. See All-Fours.

QUATUORVIRI. In Roman law. Magistrates who had the care and inspection of roads. Dig. 1, 2, 3, 30.

QUAY. A wharf for the loading or unloading of goods carried in ships. This word is sometimes spelled “key.”

The popular and commercial signification of the word “quay” involves the notion of a space of ground appropriated to the public use: such use as the convenience of commerce requires. New Orleans v. U. S., 10 Pet. 662, 715, 9 L.Ed. 573.

QUE EST LE MESME. L. Fr. Which is the same. A term used in actions of trespass, etc. See See est Eadem.

QUE ESTATE. L. Fr. Whose estate. A term used in pleading, particularly in claiming prescription, by which it is alleged that the plaintiff and those former owners whose estate he has have immemorially exercised the right claimed. This was called “prescribing in a que estate.”

QUEAN. A worthless woman; a strumpet. Obsolete.

QUEEN. A woman who possesses the sovereignty and royal power in a country under a monarchial form of government. The wife of a king.

Queen consort. In English law. The wife of a reigning king. 1 Bl.Comm. 218.

Queen dowager. In English law. The widow of a king. 1 Bl.Comm. 223.

Queen-gold. A royal revenue belonging to every queen consort during her marriage with the king, and due from every person who has made a voluntary fine or offer to the king of ten marks or upwards, in consideration of any grant or privilege conferred by the crown. It is now quite obsolete. 1 Bl.Comm. 220-222.

Queen regnant. In English law. A queen who holds the crown in her own right; as the first Queen Mary, Queen Elizabeth, Queen Anne, and Queen Victoria. 1 Bl.Comm. 218; 2 Steph.Comm. 465.

For the titles and descriptions of various officers in the English legal system, called “Queen’s Advocate,” “Queen’s Coroner,” “Queen’s Counsel,” “Queen’s Proctor,” “Queen’s Remembrancer,” etc., during the reign of a female sovereign, as in the time of Queen Victoria, see, now, under King and the following titles.

QUEEN ANNE’S BOUNTY. A fund created by a charter of Queen Anne, (confirmed by St. 2 Ann. c. 11), for the augmentation of poor livings, consisting of all the revenue of first fruits and tenths, which was vested in trustees forever. 1 Bl.Comm. 286.

QUEEN’S BENCH. The English court of king’s bench is so called during the reign of a queen. 3 Steph.Comm. 403. See King’s Bench.

QUEEN’S PRISON. A jail which used to be appropriated to the debtors and criminals confined under process or by authority of the superior courts at Westminster, the high court of admiralty, and also to persons imprisoned under the bankrupt law.

QUEM REDITUM REDDIT. L. Lat. An old writ which lay where a rent-charge or other rent which was not rent service was granted by fine holding of the grantor. If the tenant would not attorn, then the grantee might have had this writ. Old Nat. Brev. 126.

QUEMADMODUM AD QUALITONEM FACTI NON RESPONSID JUDICES, ITA AD QUESIONEM JURIS NON RESPONSION JURATORES. In the same manner that judges do not answer to questions of fact, so jurors do not answer to questions of law. Co.Litt. 295.

QUEREAL. Lat. An action preferred in any court of justice. The plaintiff was called “quere,” or complainant and his brief, complaint, or declaration was called “querela.” Jacob.

QUEREAL CORAM BEBE A CONCILIO DISCUTIENDA ET TERMINANDA. A writ by which one is called to justify a complaint of a trespass made to the king himself, before the king and his council. Reg.Orig. 124.

QUEREAL INOFFICIOSI TESTAMENTI. Lat. In the civil law. A species of action allowed to a child who had been unjustly disinheritcd, to set
QUERENS

aside the will, founded on the presumption of law, in such cases, that the parent was not in his right mind. Calvin.; 2 Kent, Comm. 327; Bell.

QUERENS. Lat. A plaintiff; complainant; inquirer.

QUERULOUS. Apt to find fault; habitually complaining; disposed to murmur. Expressing, or suggestive of complaint; fretful; whining. Crouse v. Booth Fisheries, 111 Neb. 6, 195 N.W. 462, 463

QUESTA. In old records. A quest; an inquest, inquisition, or inquiry, upon the oaths of an impaneled jury. Cowell.

QUESTION. A subject or point of investigation, examination or debate; theme of inquiry; problem; matter to be inquired into; as a delicate or doubtful question. Pitts v. Howe Scale Co., 110 Vt. 27, 1 A.2d 695, 697.

A method of criminal examination heretofore in use in some of the countries of continental Europe, consisting of the application of torture to the supposed criminal, by means of the rack or other engines, in order to extort from him, as the condition of his release from the torture, a confession of his own guilt or the names of his accomplices.

Evidence

An interrogation put to a witness, for the purpose of having him declare the truth of certain facts as far as he knows them.

Practice

A point on which the parties are not agreed, and which is submitted to the decision of a judge and jury.

General

Categorical question. One inviting a distinct and positive statement of fact; one which can be answered by "yes" or "no." In the plural, a series of questions, covering a particular subject-matter, arranged in a systematic and consecutive order.

Federal question. See Federal.

Hypothetical question. See that title.

Judicial question. See Judicial.

Leading question. See that title.

Political question. See Political.

QUESTMAN, or QUESTMONGER. In old English law. A starter of lawsuits, or prosecutions; also a person chosen to inquire into abuses, especially such as relate to weights and measures; also a church-warden.

QUESTORES PARRICIDII. Lat. In Roman law. Certain officers, two in number, who were deputed by the comitia, as a kind of commission, to search out and try all cases of parricide and murder. They were probably appointed annually.

Maine, Anc. Law, 370. They ceased to be appointed at an early period. Smith, Dict. Gr. & Rom. Antiq.

QUESTUS EST NOBIS. Lat. A writ of nuisance, which, by 13 Edw. I., lay against him to whom a house or other thing that caused a nuisance descended or was alienated; whereas, before that statute the action lay only against him who first levied or caused the nuisance to the damage of his neighbor. Cowell.

QUI ABJURAT REGNUM AMITIT REGNUM, SED NON REGEM; PATRIAM, SED NON PATRIM PATRIÆ. 7 Coke, 9. He who abjures the realm leaves the realm, but not the king; the country, but not the father of the country.

QUI ACCUSAT INTEGRÆ FAMILÆ SIT, ET NON CRIMINOSUS. Let him who accuses be of clear fame, and not criminal. 3 Inst. 26.

QUI ACQUIRIT SIBI ACQUIRIT HÆREDBUS. He who acquires for himself acquires for his heirs. Tray. Lat. Max. 496.

QUI ADMIT MEDIUM DIRIMIT FINEM. He who takes away the mean destroys the end. He that deprives a man of the mean by which he ought to come to a thing deprives him of the thing itself. Co.Litt. 161a; Litt. § 237.

QUI ALIQUID STATUERIT, PARTE INAUDITA ALTERA AÆQUUM LICIT DIXERIT, HAUD AÆQUUM FECERIT. He who determines any matter without hearing both sides, though he may have decided right, has not done justice. 6 Coke, 52a; 4 Bl. Comm. 283.

QUI ALTERIUS JURE UTITUR, EODEM JURE UTI DEBET. He who uses the right of another ought to use the same right. Poth. Traité De Change, pt. 1, c. 4, § 114; Broom, Max. 473.

QUI APPROBAT NON REPROBAT. He who approves does not reprove, [i.e. he cannot both accept and reject the same thing.]

QUI BENE DISTINGUIT BENE DOCET. 2 Inst. 470. He who distinguishes well teaches well.

QUI BENE INTERROGAT BENE DOCET. He who questions well teaches well. Information or express averment may be effectually conveyed in the way of interrogation. 3 Bulst. 227.

QUI CADDIT A SYLLABA CADDIT A TOTA CAUSA. He who fails in a syllable fails in his whole cause. Bract. fol. 211.

QUI CONCEDIT ALIQUID, CONCEDERE VIDENTUR ET ID SINE QUO CONCESSIO EST IRRITA, SINE QUO RES IPSA ESSE NON POTUIT. 11 Coke, 52. He who concedes anything is considered as conceding that without which his concession would be void, without which the thing itself could not exist.

QUI CONCEDIT ALIQUID CONCEDEIT OMNE ID SINE QUO CONCESSIO EST IRRITA. He who grants anything grants everything without which the grant is fruitless. Jenk. Cent. p. 32, case 63.
QUI CONFIRMAT Nihil DAT. He who confirms does not give. 2 Bouv. Inst. no. 2069.

QUI CONTEMNIT PRÆCEPTUM CONTEMNIT PRÆCIPIENTEM. He who contemns [contemptuously treats] a command contemns the party who gives it. 12 Coke 97.

QUI CUM ALIO CONTRAHIT, VEL EST, VEL ESSE DEBET NON IGNARUS CONDITIONIS EFUS. He who contracts with another either is or ought to be not ignorant of his condition. Dig. 50, 17, 19; Story, Confl. Laws, § 76.

QUI DAT FINEM, DAT MEDIA AD FINEM NECESSARIAM. He who gives an end gives the means to that end. Commonwealth v. Andrews, 3 Mass. 129.

QUI DESTRUIT MEDIUM DESTRUIT FINEM. He who destroys the mean destroys the end. 10 Coke, 51b; Co. Litt. 161a; Shep. Touch. 342.

QUI DOIT INHERITER AL PERE DOIT INHERITER AL FITZ. He who would have been heir to the father shall be heir to the son. 2 Bl. Comm. 223; Broom, Max. 517.

QUI EVERTIT CAUSAM, EVERTIT CAUSATUM FUTURUM. He who overthrows the cause overthrows its future effects. 10 Coke, 51.

QUI EX DAMNATO COITU NASCUNTUR IN SCELEROS NON COMPUTENTUR. Those who are born of an unlawful intercourse are not reckoned among the children. Co. Litt. 8a; Broom, Max. 519.

QUI FACIT ID QUOD PLUS EST, FACTIT ID QUOD MINUS EST, SED NON CONVERTITUR. He who does that which is more does that which is less, but not vice versa. Bracton 207b.

QUI FACIT PER ALIUM FACIT PER SE. He who acts through another acts himself, [i.e., the acts of an agent are the acts of the principal.] Broom, Max. 818, et seq.; 1 Bl. Comm. 429; Story, Ag. § 440.

QUI HABET JURISDICTIONEM ABSOLVENDI, HABET JURISDICTIONEM LIGANDI. He who has jurisdiction to loosen, has jurisdiction to bind. Applied to writs of prohibition and consultation, as resting on a similar foundation. 12 Coke, 60.

QUI HÆRET IN LITERA HÆRET IN CORTICE. He who considers merely the letter of an instrument goes but skin deep into its meaning. Co. Litt. 289; Broom, Max. 685.

QUI IGNORAT QUANTUM SOLVERE DEBEAT, NON POTEST IMPROBUS VIDEERE. He who does not know what he ought to pay, does not want probity in not paying. Dig. 50, 17, 99.

QUI IMPROVIDE. A supersedeas granted where a writ was erroneously sued out or miscarried.

QUI IN JUS DOMINIO MV ALTERIUS SUCEDIT JURE EJUS UTI DEBET. He who succeeds to the right or property of another ought to use his right, [i.e., holds it subject to the same rights and liabilities as attached to it in the hands of the assignor.] Dig. 50, 17, 177; Broom, Max. 473, 478.

QUI IN UTERO EST PRO JAM NATO HABETUR, QUOTIES DE EJUS COMMODO QUÆRI. He who is in the womb is held as already born, whenever a question arises for his benefit.

QUI JURE SUO UTITUR, NEMINI FACIT INJURIAM. He who uses his legal rights harms no one. Carson v. Western R. Co. 8 Gray (Mass.) 424. See Broom, Max. 379.

QUI JUSSU JUDICIS ALIQUOD FECERIT NON VIDETUR DOLO MALO FECISSE, QUA PARE(RE NEXESSE EST. Where a person does an act by command of one exercising judicial authority, the law will not suppose that he acted from any wrongful or improper motive, because it was his bounden duty to obey. 10 Coke, 76; Broom, Max. 93.

QUI MALE AGIT ODIT LUCEM. He who acts badly hates the light. 7 Coke, 66.

QUI MANDAT IPSE FECISSI VIDETUR. He who commands [a thing to be done] is held to have done it himself. Story, Balim. § 147.

QUI MELIUS PROBAT MELIUS HABET. He who proves most recovers most. 9 Vin. Abr. 235.

QUI MOLITUR INSIDIAS IN PATRIAM ID FACIT QUOD INSANUS NAUTA PERFORANS NAVEM IN QUA VEHITUR. He who betrays his country is like the insane sailor who bores a hole in the ship which carries him. 3 Inst. 36.

QUI NASCITUR SINE LEGITIMO MATRIMONIO, MATREM SEQUITUR. He is born out of lawful marriage follows the condition of the mother.

QUI NON CADUNT IN CONSTANTEM VIRUM VANI TIMORES SUNT ESTIMANDI. 7 Coke, 27. Those fears are to be esteemed vain which do not affect a firm man.

QUI NON HABET, ILLÉ NON DAT. He who has not, gives not. He who has nothing to give, gives nothing. A person cannot convey a right that is not in him. If a man grant that which is not his, the grant is void. Shep. Touch. 243; Watk. Conv. 191.

QUI NON HABET IN HÆRE, LUAT IN CORPORE, NE QUIS PECETERUM IMPUNE. He who cannot pay with his purse must suffer in his person, lest he who offends should go unpunished. 2 Inst. 173; 4 Bl. Comm. 29.

QUI NON HABET POTESTATEM ALIENANDI HABET NECESSITATEM RETINENDI. Hob. 335. He who has not the power of alienating is obliged to retain.

QUI NON IMPROBAT, APPROBAT. 3 Inst. 27. He does not blame, approves.
QUI NON LIBERE

QUI NON LIBERE VERITATEM PRONUNCIAT
PRODITOR EST VERITATIS. He who does not
freely speak the truth is a betrayer of the truth.

QUI NON NEGAT FATETUR. He who does not
deny, admits. A well-known rule of pleading.
Tray. Lat. Max. 503.

QUI NON OBSTAT QUOD OBSTARE POTEST,
FACERE VIDETUR. He who does not prevent[a thing] which he can prevent, is considered to
do [as doing] it. 2 Inst. 146.

QUI NON PROHIBIT ID QUOD PROHIBERE
POTEST ASSENTIRE VIDETUR. 2 Inst. 308.
He who does not forbid what he is able to pre-
vent, is considered to assent.

QUI NON PROPULSAT INJURIAM QUANDO
POTEST, INFERT. Jenk. Cent. 271. He who
does not repel an injury when he can, induces it.

QUI OBSTRUET ADITUM, DESTRUCT COMMO-
DUM. He who obstructs a way, passage, or en-
trance destroys a benefit or convenience. He who
prevents another from entering upon land de-
strоys the benefit which he has from it. Co. Litt.
161a.

QUI OMNE DICTI NIHIL EXCLUDIT. 4 Inst.
81. He who says all excludes nothing.

QUI PARCIT NOSCIBUS INNOCENTES
PUNIT. Jenk. Cent. 133. He who sparing the
guilty punishes the innocent.

QUI PECCAT EBRUS LUAT SOBRUS. He who
wims when drunk shall be punished when sober.
Cary, 153; Broom, Max. 17.

QUI PER ALIUM FACIT PER SEIPSUM FAC-
CERE VIDETUR. He who does a thing by an
agent is considered as doing it himself. Co. Litt.
238; Broom, Max. 817.

QUI PER FRADEM AGIT FRUSTRA AGIT. 2 Rolle.
17. What a man does fraudulently does he
does in vain.

QUI POTEST ET DEBET VETARE, JUBET. He
who can and ought to forbid a thing [if he do not
forbid it] directs it. 2 Kent, Comm. 483, note.

QUI PRIMUM PECCAT ILIE FACIT RIXAM. Godb.
He who sins first makes the strife.

QUI PRIOR EST TEMPORE POTIOR EST JURE.
He who is before in time is the better in right.
14a; 4 Coke, 90a. A maxim of very extensive
application, both at law and in equity. Broom,
Max. 353-362; 1 Story, Eq. Jur. § 64d; Story,
Bal. § 312.

QUI PRO ME ALIQUID FACIT NIHIL FECISSE
VIDETUR. 2 Inst. 501. He who does anything for
me appears to do it to me.

QUI PROVIDET SIBI PROVIDET HÆREDIBUS.
He who provides for himself provides for his
heirs.

QUI RATIONEM IN OMNIBUS QUÆRUNT RATIONEM
SUBVERTUNT. They who seek a reason
for everything subvert reason. 2 Coke, 75;
Broom, Max. 157.

QUI SCIENTE SOLVIT INDEBITUM DONANDI
CONSILIO ID VIDETUR FECISSE. One who
 knowingly pays what is not due is supposed to
to have done it with the intention of making a gift.

QUI SEMEL ACTIONEM RENUNCIAVERIT
AMPLIUS REPETERE NON POTEST. He who
has once relinquished his action cannot bring it
again. 8 Coke, 59a. A rule descriptive of the
effect of a retraction and nolle proseque.

QUI SEMEL EST MALUS, SEMPER PRÆSUMI-
TUR ESSE MALUM IN EODEM GENERE. He
who is once criminal is presumed to be always
criminal in the same kind or way. Cro. Car. 317;
Best, Ev. 345.

QUI SENTIT COMMODUM SENTIRE DEBET ET
ONUS. He who receives the advantage ought also
to suffer the burden. 1 Coke, 99; Broom, Max.
706-713.

QUI SENTIT ONUS SENTIRE DEBET ET COM-
MODUM. 1 Coke, 99a. He who bears the burden
of a thing ought also to experience the advantage
arising from it.

QUI TACET, CONSENTIRE VIDETUR. He who
is silent is supposed to consent. The silence of a
party implies his consent. Jenk. Cent. p. 32, case
64; Broom, Max. 135, 787.

QUI TACET CONSENTIRE VIDETUR, UBI
TRACTATUR DE EJUS COMMODO. 9 Mod. 38.
He who is silent is considered as assenting, when
his interest is at stake.

QUI TACET NON UTIQUE FATETUR, SED TAMEN
VERUM EST EUM NON NEGARE. He
who is silent does not indeed confess, but yet it is
true that he does not deny. Dig. 50, 17, 142.

QUI TAM. Lat. “Who as well ———.” An action
brought by an informer, under a statute
which establishes a penalty for the commission or
omission of a certain act, and provides that the
same shall be recoverable in a civil action, part
of the penalty to go to any person who will bring
such action and the remainder to the state or
some other institution, is called a “qui tan ac-
tion”; because the plaintiff states that he sues as
well for the state as for himself. See In re Bar-
ker, 56 Vt. 14; Grover v. Morris, 73 N.Y. 478.

QUI TARDIUS SOLVIT, MINUS SOLVIT. He
who pays more tardily [than he ought] pays less
[than he ought.] Jenk. Cent. 58.

QUI TIMENT, CAVENT VITANT. They who
fear, take care and avoid. Branch, Princ.

QUI TCTUM DICIT NIHIL EXCIPIT. He who
says all excepts nothing.
QUI VULT DECIPI, DECIPIATUR. Let him who wishes to be deceived, be deceived. Broom, Max. 752, note; 1 De Gex, M. & G. 687, 710; Shep. Touch. 56.

QUIA. Lat. Because; whereas; inasmuch as.

QUIA DATUM EST NOBIS INTELLIGI. Because it is given to us to understand. Formal words in old writs.

QUIA EMPTORES. Lat. "Because the purchasers." The title of the statute of Westminster, 3, (18 Edw. I. c. 1.) This statute took from the tenants of common lords the feudal liberty they claimed of disposing of part of their lands to hold of themselves, and, instead of it, gave them a general liberty of selling any part, to hold of the next superior lord, which they could not have done before without consent. The effect of this statute was twofold: (1) To facilitate the alienation of fee-simple estates; and (2) to put an end to the creation of any new manors, i.e., tenancies in fee-simple of a subject. Brown.

QUIA ERRONICE EMANAVIT. Because it issued erroneously, or through mistake. A term in old English practice. Yel. 83.

QUIA NON REFERT AUT QUIS INTENTIONEM SUAM DECLARET, VERBIS, AUT REBUS IPSIS VEL FACTIS. It is immaterial whether the intention be collected from the words used or the acts done. Tocci v. Nowfall, 220 N.C. 550, 18 S. E. 2d 225, 228.

QUIA TIMET. Lat. Because he fears or apprehends. In equity practice. The technical name of a bill filed by a party who seeks the aid of a court of equity, because he fears some future probable injury to his rights or interests, and relief granted must depend upon circumstances. 2 Story, Eq. Jur. 1 826; Pell v. McCabe, D.C.N.Y., 254 F. 356, 357; Estate of Gilbert Smith v. Cohen, 123 N.J. Eq. 419, 196 A. 361, 364.

QUIBBLE. A cavi
ing or verbal objection. A slight difficulty raised without necessity or propriety.

QUICK. Living; alive. "Quick chattels must be put in pound-over that the owner may give them sustenance; dead need not." Finch, Law, b. 2, c. 6.

QUICK CHILD. One that has developed so that it moves within the mother's womb. State v. Thimm, 244 Wis. 508, 12 N.W. 2d 670, 671.


QUICKENING. In medical jurisprudence. The first motion of the fetus in the womb felt by the mother, occurring usually about the middle of the term of pregnancy. State v. Patterson, 105 Kan. 9, 181 P. 609, 610.

QUICQUID ACQUISITUR SERVO ACQUIRITUR DOMINO. Whatever is acquired by the servant is acquired for the master. Pull. Accts. 35, note.

Whatever rights are acquired by an agent are acquired for his principal. Story, Ag. § 403.

QUICQUID DEMONSTRATÆ REI ADDITUR SATIS DEMONSTRATÆ FRUSTRÆ EST. Whatever is added to demonstrate anything already sufficiently demonstrated is surplusage. Dig. 33, 4, 1, 8; Broom, Max. 630.

QUICQUID EST CONTRA NORMAM RECTI EST INJURIA. 3 Buist. 313. Whatever is against the rule of right is a wrong.

QUICQUID IN EXCESSU ACTUM EST, LEGE PROHIBETUR. 2 Inst. 107. Whatever is done in excess is prohibited by law.

QUICQUID JUDICIS AUCTORITATI SUBICIAT NON SUBJICITUR. Whatever is subject to the authority of a judge is not subject to innovation. 4 Inst. 66.

QUICQUID PLANTATUR SOLO, SOLO CEDIT. Whatever is affixed to the soil belongs to the soil. Broom, Max. 401-431.

QUICQUID RECEPTUR, RECEPTRUM SECUNDUM MODUM RECIPIENTIS. Whatever is received is received according to the intention of the recipient. Broom, Max. 810; Halkers, Max. 149; 14 Sim. 522; 2 Cl. & F. 681; 2 Cr. & J. 678; 14 East, 239, 243 c.

QUICQUID SOLVITUR, SOLVITUR SECUNDUM MODUM SOLVENTIS; QUICQUID RECIPITUR, RECEPTRUM SECUNDUM MODUM RECIPIENTIS. Whatever money is paid, is paid according to the direction of the payer; whatever money is received is received according to that of the recipient. 2 Vern. 696; Broom, Max. 810.

QUICUNQUE HABET JURISDICIONEM ORDINARIAM EST ILLIUS LOCI ORDINARIUS. Co. Litt. 344. Whoever has an ordinary jurisdiction is ordinary of that place.

QUICUNQUE JUSSU JUDICIS ALIQUID FECIT NON VIDETUR DOLO MALO FECISSE, QUIA PARERE NECESSE EST. 10 Coke, 71. Whoever does anything by the command of a judge is not reckoned to have done it with an evil intent, because it is necessary to obey.

QUID JURIS CLAMAT. In old English practice. A writ which lay for the grantee of a reversion or remainder, where the particular tenant would not attorn, for the purpose of compelling him. Termes de la Ley; Cowell.

QUID PRO QUO. What for what; something for something. Used in law for the giving one valuable thing for another. It is nothing more than the mutual consideration which passes between the parties to a contract, and which renders it valid and binding. Cowell.

QUID SIT JUS, ET IN QUO CONSISTIT INJURIA, LEGIS EST DEFINIRE. What constitutes right, and what injury, it is the business of the law to declare. Co. Litt. 158b.
QUID TURPI

QUID TURPI EX CAUSA PROMISSUM EST NON VALET. A promise arising out of immoral circumstances is invalid.

QUIDAM. Lat. Somebody. This term is used in the French law to designate a person whose name is not known.

QUIDQUID ENIM SIVE DOLO ET CULPA VEN- DITORIS ACCIDIT IN EO VENDITOR SECUR- US EST. For concerning anything which occurs without deceit and wrong on the part of the vendor, the vendor is secure. Brown v. Bellows, 4 Pick. (Mass.) 198.

QUIET, v. To pacify; to render secure or unsailable by the removal of disquieting causes or disputes. This is the meaning of the word in the phrase "action to quiet title," which is a proceeding to establish the plaintiff's title to land by bringing into court an adverse claimant and there compelling him either to establish his claim or be forever after estopped from asserting it. Wright v. Mattison, 18 How. 56, 15 L.Ed. 280.

QUIET, adj. Unmolested; tranquil; free from interference or disturbance.

Covenant of quiet enjoyment. A covenant, usually inserted in leases and conveyances on the part of the grantor, promising that the tenant or grantee shall enjoy the possession of the premises in peace and without disturbance.

QUIETA NON MOVERE. Not to unsettle things which are established. Green v. Hudson River R. Co., 28 Barb. (N.Y.) 9, 22.

QUIETARE. L. Lat. To quit, acquit, discharge, or save harmless. A formal word in old deeds of donation and other conveyances. Cowell.


QUIETE CLAMARE. L. Lat. To quitclaim or renounce all pretensions of right and title. Bract. fols. 1, 5.

QUIETUS. In old English law. Quit; acquitted; discharged. A word used by the clerk of the pipe, and auditors in the exchequer, in their acquittances or discharges given to accountants; usually concluding with an abinde recessit quietus, (hath gone quit thereof,) which was called a "quietus est." Cowell.

In modern law. A final discharge or acquittance, as from a debt or obligation; that which silences claims. State ex rel. Jones v. Edwards, 203 La. 1039, 14 So.2d 829, 834.

QUIETUS REDDITUS. In old English law. Quitrent. Spelman. See Quitrent.

QUILIBET POTEST RENUMCIARE JURI PRO SE INTRODUCTO. Every one may renounce or relinquish a right introduced for his own benefit. 2 Inst. 183; Wing. Max. p. 483, max. 123; 4 Bl. Comm. 317.

QUILLE. In French marine law. Keel; the keel of a vessel. Ord. Mar. liv. 3, tit. 6, art. 8.

QUINQUE PORTUS. In old English law. The Cinque Ports. Spelman.

QUINQEPARTITE. Consisting of five parts; divided into five parts.

QUINSTEME, or QUINZIME. Fifteenths; also the fifteenth day after a festival. 13 Edw. I. See Cowell.

QUINTAL, or KINTAL. A weight of one hundred pounds. Cowell.

QUINTERONE. A term used in the West Indies to designate a person one of whose parents was a white person and the other a quadroon. Also spelled "quintron." Daniel v. Guy, 19 Ark. 131.

QUINTO EXACTUS. In old practice. Called or exacted the fifth time. A return made by the sheriff, after a defendant had been proclaimed, required, or exacted in five county courts successively, and failed to appear, upon which he was outlawed by the coroners of the county. 3 Bl. Comm. 283.

QUIRE OF DOVER. In English law. A record in the exchequer, showing the tenures for guarding and repairing Dover Castle, and determining the services of the Cinque Ports. 3 How. State Tr. 868.

QUIRITARIAN OWNERSHIP. In Roman law. Ownership held by a title recognized by the municipal law, in an object also recognized by that law, and in the strict character of a Roman citizen. "Roman law originally only recognized one kind of dominion, called, emphatically, 'quiritariy dominion.' Gradually, however, certain real rights arose which, though they failed to satisfy all the elements of the definition of quiritary dominion, were practically its equivalent, and received from the courts a similar protection. These real rights might fall short of quiritary dominion in three respects: (1) Either in respect of the persons in whom they resided; (2) or of the subjects to which they related; or (3) of the title by which they were acquired." In the latter case, the ownership was called "bonitarian," i.e., "the property of a Roman citizen, in a subject capable of quiritary property, acquired by a title not known to the civil law, but introduced by the prætor and protected by his imperium or supreme executive power;" e. g., where res mancipi had been transferred by mere tradition. Poste's Galus' Inst. 186.

QUISQUIS ERIT QUI VULT JURIS-CONSULT- US HABERI CONTINUET STUDIUM, VELIT A QUOCUNQUE DOCERI. Jenk. Cent. Whoever wishes to be a juris-consult, let him continually study, and desire to be taught by every one.

QUISQUIS PRÆSUMITUR BONUS; ET SEMP- PER IN DUBIIS PRO REO RESPONSNDENDUM. Every one is presumed good; and in doubtful cases the resolution should be ever for the accused.
QUIT, v. To leave; remove from; surrender possession of; as when a tenant "quits" the premises or receives a "notice to quit." Schoter v. Carnegie Steel Co., 272 Pa. 437, 116 A. 358, 359.

Notice to Quit
A written notice given by a landlord to his tenant, stating that the former desires to repossess himself of the demised premises, and that the latter is required to quit and remove from the same at a time designated, either at the expiration of the term, if the tenant is in under a lease, or immediately, if the tenancy is at will or by sufferance.

QUIT, adj. Clear; discharged; free; also spoken of persons absolved or acquitted of a charge.

QUITCLAIM, v. In conveyancing. To release or relinquish a claim; to execute a deed of quitclaim. See Quitclaim, n.

QUITCLAIM, n. A release or acquittance given to one man by another, in respect of any action that he has or might have against him. Also acquitting or giving up one’s claim or title. Termes de la Ley; Cowell.

Quitclaim deed. A deed of conveyance operating by way of release; that is, intended to pass any title, interest, or claim which the grantor may have in the premises, but not professing that such title is valid, nor containing any warranty or covenants for title. Cook v. Smith, 107 Tex. 119, 174 S.W. 1094, 1095, 3 A.L.R. 940; Pierson v. Bill, 133 Fla. 81, 182 So. 631, 634.

QUIT RENT. A rent paid by the tenant of the freehold, by which he goes quit and free,—that is, discharged from any other rent. 2 Biz.Com. 42.

QUITTANCE. An abbreviation of “acquittance;” a release, (q. v.).

QUO ANIMO. Lat. With what intention or motive. Used sometimes as a substantive, in lieu of the single word “animus,” design or motive. “The quo animo is the real subject of inquiry.” 1 Kent, Comm. 77.

QUO JURE. Lat. In old English practice. A writ which lay for one that had land in which another claimed common, to compel the latter to show by what title he claimed it. Cowell; Fitiz. Nat.Brev. 128, F.

QUO LIGATUR, EO DISSOLVITUR. 2 Rolle, 21. By the same mode by which a thing is bound, by that is it released.

QUO MINUS. Lat. A writ upon which all proceedings in the court of exchequer were formerly grounded. In it the plaintiff suggests that he is the king’s debtor, and that the defendant has done him the injury or damage complained of, quo minus sufficiens existit, by which he is less able to pay the king’s debt. This was originally requisite in order to give jurisdiction to the court of exchequer; but now this suggestion is a mere form. 3 Bl.Comm. 46.

Also, a writ which lay for him who had a grant of house-bote and hay-bote in another’s woods, against the granter making such waste as that the grantee could not enjoy his grant. Old Nat. Brev. 148.

QUOmodo quid constituietur eodem modo dissolvitur. Jenk.Cent. 74. In the same manner by which anything is constituted by that it is dissolved.

QUO WARRANTO. In old English practice. A writ, in the nature of a writ of right for the king, against him who claimed or usurped any office, franchise, or liberty, to inquire by what authority he supported his claim, in order to determine the right. It lay also in case of non-user, or long neglect of a franchise, or misuser or abuse of it; being a writ commanding the defendant to show by what warrant he exercises such a franchise, having never had any grant of it, or having forfeited it by neglect or abuse. 3 Bl.Comm. 262.

In England, and quite generally throughout the United States, this writ has given place to an “information in the nature of a quo warranto,” which, though in form a criminal proceeding, is in effect a civil remedy similar to the old writ, and is the method now usually employed for trying the title to a corporate or other franchise, or to a public or corporate office. Ames v. Kansas, 111 U.S. 449, 4 S.Ct. 437, 28 L.Ed. 482; People v. Londoner, 13 Colo. 303, 22 P. 764, 6 L.R.A. 444; An extraordinary proceeding, prerogative in nature, addressed to preventing a continued exercise of authority unlawfully asserted. Johnson v. Manhattan Ry. Co., N.Y., 53 S.Ct. 721, 289 U.S. 479, 77 L.Ed. 1331.

It is intended to prevent exercise of powers that are not conferred by law, and is not ordinarily available to regulate the manner of exercising such powers. State ex rel. Johnson v. Conservative Savings & Loan Ass’n, 143 Neb. 805, 11 N.W.2d 89, 92, 93.

QUOAD HOC. Lat. As to this; with respect to this; so far as this in particular is concerned.

A prohibition quoad hoc is a prohibition as to certain things among others. Thus, where a party was complained against in the ecclesiastical court for matters cognizable in the temporal courts, a prohibition quoad these matters issued, i.e., as to such matters the party was prohibited from prosecuting his suit in the ecclesiastical court. Brown.

QUOAD SACRA. Lat. As to sacred things; for religious purposes.

QUOCUMQUE MODO VELIT; QUOCUMQUE MODO POSSIT. In any way he wishes; in any way he can. Clason v. Bailey, 14 Johns., N.Y., 494, 492.

QUOD A QUOQUE PENÆ NOMINE EXACTUM EST ID EIDEM RESTITUERE NEMO COGITUR. That which has been exacted as a penalty no one is obliged to restore. Dig. 50, 17, 46.
QUOD AB

QUOD AB INITIO NON VALET IN TRACTU TEMPORIS NON CONVALESCET. That which is bad in its commencement improves not by lapse of time. Broom, Max. 178; 4 Coke, 2.

QUOD AD JUS NATURALE ATTIINET OMNES HOMINES ÆQUALES SUNT. All men are equal as far as the natural law is concerned. Dig. 50, 17, 32.

QUOD ÆDIFICATUR IN AREA LEGATA CEDIT LEGATO. Whatever is built on ground given by will goes to the legatee. Broom, Max. 424.

QUOD ALIAS BONUM ET JUSTUM EST, SI PER VIM VEL FRAUDEM PETATUR, MALUM ET INJUSTUM EFFICITUR. 3 Coke, 78. What otherwise is good and just, if it be sought by force and fraud, becomes bad and unjust.

QUOD ALIAS NON FUTU LICITUM, NECESSITAS LICITUM FACIT. What otherwise was not lawful, necessity makes lawful. Fleta, lib. 5, c. 23, § 14.

QUOD APPROBO NON REPROBO. What I approve I do not reject. I cannot approve and reject at the same time. I cannot take the benefit of an instrument, and at the same time repudiate it. Broom, Max. 712.

QUOD ATTIET AD JUS CIVILE, SERVI PRO NULLIS HABENTUR, NON TAMEN ET JURE NATURALI, QUIA, QUOD AD JUS NATURALE ATTIET, OMNES HOMINES ÆQUALES SUNT. So far as the civil law is concerned, slaves are not reckoned as persons, but not so by natural law, for, so far as regards natural law, all men are equal. Dig. 50, 17, 32.

QUOD BILLA CASSETUR. That the bill be quashed. The common-law form of a judgment sustaining a plea in abatement, where the proceeding is by bill, i.e., by a capias instead of by original writ.

QUOD CLERICI BENEFICIAT DE CANCELLARIA. A writ to exempt a clerk of the chancery from the contribution towards the proctors of the clergy in parliament, etc. Reg.Orig. 261.

QUOD CLERICI NON ELIGANT IN OFFICIO BAILLIVI, etc. A writ which lay for a clerk, who, by reason of some land he had, was made, or was about to be made, bailiff, beadle, reeve, or some such officer, to obtain exemption from serving the office. Reg.Orig. 187.

QUOD COMPUTET. That he account.

Judgment quod computet. A preliminary or interlocutory judgment given in the action of account-render (also in the case of creditors' bills against an executor or administrator,) directing that accounts be taken before a master or auditor.

QUOD CONSTAT CLARE NON DEBIT VERIFICARI. What is clearly apparent need not be proved. 10 Mod. 150.

QUOD CONSTAT CURÆ OPÆ SERVUM TESTIUM NON INDIGET. That which appears to the court needs not the aid of witnesses. 2 Inst. 662.

QUOD CONTRA LEGEM FIT PRO INCEPTO HABETUR. That which is done against law is regarded as not done at all. 4 Coke, 31a.

QUOD CONTRA RATIONEM JURIS RECEPTEM EST, NON EST PRODUCENDUM AD CONSEQUENTIAS. That which has been received against the reason of the law is not to be drawn into a precedent. Dig. 1, 3, 14.

QUOD CUM. In pleading. For that whereas. A form of introducing matter of inducement in certain actions, as assumptis and case.

QUOD DATUM EST ECCLESIAE, DATUM EST DEO. 2 Inst. 2. What is given to the church is given to God.

QUOD DEMONSTRANDI CAUSA ADDITUR REI SATIS, DEMONSTRATÆE, FRUSTRA FIT. 10 Coke, 113. What is added to a thing sufficiently palpable, for the purpose of demonstration, is vain.

QUOD DUBITAS, NE FECERIS. What you doubt of, do not do. In a case of moment, especially in cases of life, it is safest to hold that in practice which hath least doubt and danger. 1 Hale, P.C. 300.

QUOD EI DEFORCEAT. In English law. The name of a writ given by St. Westm. 2, 13 Edw. I. c. 4, to the owners of a particular estate, as for life, in dower, by the curtesy, or in fee-tail, who were barred of the right of possession by a recovery had against them through their default or non-appearance in a possessor action, by which the right was restored to him who had been thus unwarily deforced by his own default. 3 Bl.Comm. 193.

QUOD ENIM SEMEL AUT RIS EXISTIT, PRETREUNT LEGISLATORES. That which never happens but once or twice, legislators pass by. Dig. 1, 3, 17.

QUOD EST EX NECESSITATE NUNQUAM INTRODUCTUR, NISI QUANDO NECESSARIUM. Co. Litt. 178a. That which is of necessity is never introduced, unless when necessary.

QUOD EST INCONVENIENS AUT CONTRA RATIONEM NON PERMISSEM EST IN LEGE. Co. Litt. 178a. That which is inconvenient or against reason is not permissible in law.

QUOD EST NECESSARIUM EST LICITUM. What is necessary is lawful. Jenk.Cent. p. 76, case 45.

QUOD FACTUM EST, SUM IN OBSCURAO SIT, EX AFFECTIONE CUIJSQUE CAPIT INTERPRETATIONEM. When there is doubt about an act, it receives interpretation from the (known) feelings of the actor. Dig. 50, 17, 68, 1.
QUOD FIERI DEBET FACILE PRE\AESUMITUR. Halk. 153. That which ought to be done is easily presumed.

QUOD FIERI NON DEBIT, FACTUM VALET. That which ought not to be done, when done, is valid. Broom, Max. 182.

QUOD FUIT CONCESSUM. Which was granted. A phrase in the reports, signifying that an argument or point made was conceded or acquiesced in by the court.

QUOD IN JURE SCRIPTO "JUS" APPELLATUR, ID IN LEGE ANGLIÆ "RECTUM" ESSE DICITUR. What in the civil law is called "jus," in the law of England is said to be "rectum," (right.) Co.Litt. 260; Fleta, l. 6, c. 1, § 1.

QUOD IN MINORI VALET VALEBIT IN MAIORI; ET QUOD IN MAIORI NON VALET NEC VALEBIT IN MINORI. Co. Litt. 260a. That which is valid in the less shall be valid in the greater; and that which is not valid in the greater shall neither be valid in the less.

QUOD IN UNO SIMILIMUM VALET VALEBIT IN ALTERO. That which is effectual in one of two like things shall be effectual in the other. Co. Litt. 191a.

QUOD INCONSULTO FECIMUS, CONSULTIUS REVOCEMUS. Jenk.Cent. 116. What we have done without due consideration, upon better consideration we may revoke.

QUOD INITIO NON VALET, TRACTU TEMPORIS NON VALET. A thing void in the beginning does not become valid by lapse of time.

QUOD INITIO VITIOSUM EST NON POTEST TRACTU TEMPORIS CONVALECERE. That which is void from the beginning cannot become valid by lapse of time. Dig. 50, 17, 29.

QUOD IPSIS QUI CONTRAXERUNT OBSTAT, ET SUCCESSORIBUS EORUM OBSTAT. That which bars those who have made a contract will bar their successors also. Dig. 50, 17, 143.

QUOD JUSSU. Lat. In the civil law. The name of an action given to one who had contracted with a son or slave, by order of the father or master, to compel such father or master to stand to the agreement. Hallifax, Civil Law, b. 3, c. 2, no. 3; Inst. 4, 7, 1.

QUOD JUSSU ALTERIUS SOLVITUR PRO EO EST QUASI IPSI SOLUTUM ESSET. That which is paid by the order of another is the same as though it were paid to himself. Dig. 50, 17, 180.

QUOD MEUM EST SINE FACTO MEO VEL DE- FECTU MEO AMITTI VEL IN ALIAM TRANSFERI NON POTEST. That which is mine cannot be lost or transferred to another without my alienation or forfeiture. Broom, Max. 465.

QUOD MEUM EST SINE ME AUFERRI NON POTEST. That which is mine cannot be taken away without me, [without my assent.] Jenk. Cent. p. 251, case 41.

QUOD MINUS EST IN OBLIGATIONEM VIDE- TUR DEDUCTUM. That which is the less is held to be imported into the contract; (e. g., A offers to hire B.'s house at six hundred dollars; at the same time B. offers to let it for five hundred dollars; the contract is for five hundred dollars.) 1 Story, Cont. 481.

QUOD NATURALIS RATIO INTER OMNES HOMINES CONSTITUIT, VOCATUR JUS GEN- TIIUM. That which natural reason has established among all men is called the "law of nations." 1 Bl.Comm. 43; Dig. 1, 1, 9; Inst. 1, 2, 1.

QUOD NECESSARIE INTELIGITUR NON DE- EST. 1 Bulst. 71. That which is necessarily understood is not wanting.

QUOD NECESSITAS COGIT, DEFENDIT. Hale, P. C. 54. That which necessity compels, it justifies.

QUOD NON APPARET NON EST; ET NON AP- PARET JUDICIALITER ANTE JUDICATUM. 2 Inst. 479. That which appears not is not; and nothing appears judicially before judgment.


QUOD NON FUIT NEGATUM. Which was not denied. A phrase found in the old reports, signifying that an argument or proposition was not denied or controverted by the court. Latch, 213.

QUOD NON HABET PRINCIPII NON HABET FINEM. Wing. Max. 79; Co. Litt. 345a. That which has not beginning has not end.

QUOD NON LEGITUR, NON CREDITUR. What is not read is not believed. 4 Coke, 304.

QUOD NON VALET IN PRINCIPALI, IN ACCE- SORIO SEU CONSEQUENTI NON VALEBIT; ET QUOD NON VALET IN MAGIS PROPEQUO NON VALEBIT IN MAGIS REMOTO. 8 Coke, 78. That which is not good against the principal will not be good as to accessories or consequents; and that which is not of force in regard to things near it will not be of force in regard to things remote from it.

QUOD NOTA. Which note; which mark. A reporter's note in the old books, directing attention to a point or rule. Dyer, 23.

QUOD NULLIUS ESSE POTEST ID UT ALICU- JUS FIERET NULLA OBLIGATIO VALET EF- FICERE. No agreement can avail to make that the property of any one which cannot be acquired as property. Dig. 50, 17, 182.

QUOD NULLIUS EST, EST DOMINI REGIS. That which is the property of nobody belongs to our lord the king. Fleta, lib. 1, c. 3; Broom, Max. 354.
QUOD NULLIUS

QUOD NULLIUS EST, ID RATIONE NATURALI OCCUPANTI CONCEDEOT. That which is the property of no one is, by natural reason, given to the [first] occupant. Dig. 41, 1, 3; Inst. 2, 1, 12. Adopted in the common law. 2 Bl.Comm. 258.

QUOD NULLUM EST, NULLUM PRODUCT EFECTUM. That which is null produces no effect. Tray. Leg.Max. 519.

QUOD OMNES TANGIT AB OMNIBUS DEBIT SUPORTARI. That which touches or concerns all ought to be supported by all. 3 How.State Tr. 878, 1087.

QUOD PARTES REPLACIENT. That the parties do replead.

Judgment quod partes replacient. A judgment for repleader which is given if an issue is formed on so immaterial a point that the court cannot know for whom to give judgment. The parties must then reconstruct their pleadings.

QUOD PARTITIO FIAT. That partition be made. The name of the judgment in a suit for partition, directing that a partition be effected.

QUOD PENDET NON EST PRO EO QUASI SIT. What is in suspense is considered as not existing during such suspense. Dig. 50, 17, 169, 1.

QUOD PER ME NON POSSUM, NEC PER ALIUM. What I cannot do by myself, I cannot by another. 4 Coke, 24b; 11 Coke, 87a.

QUOD PER RECORDUM PROBATUM, NON DEBIT ESSE NEGATUM. What is proved by record ought not to be denied.

QUOD PERMITTAT. That he permit. In old English law. A writ which lay for the heir of him that was disseised of his common of pasture, against the heir of the disseisor. Cowell.

QUOD PERMITTAT PROSTERNERE. That he permit to abate. In old practice. A writ, in the nature of a writ of right, which lay to abate a nuisance. 3 Bl.Comm. 221. Conchootn Stone Road v. Buffalo, etc., R. Co., 51 N.Y. 579, 10 Am. Rep. 646.

QUOD PERSONA NEC PREBENDARII, etc. A writ which lay for spiritual persons, distrained in their spiritual possessions, for a payment of a fifteenth with the rest of the parish. Fitzh. Nat. Brev. 175. Obsolete.

QUOD POPULUS POSTREMUM JUSSIT, ID JURATUM ESTO. What the people have last enacted, let that be the established law. A law of the Twelve Tables, the principle of which is still recognized. 1 Bl.Comm. 89.

QUOD PRIMUM EST INTENTIONE ULTIMUM EST IN OPERATIONE. That which is first in intention is last in operation. Bac.Max.

QUOD PRINCIPI PLACUIT, LEGIS HABET VIGOREM; UT POTE CUM LEGE REGIA, QVD DE IMPERIO EJUS LATA EST, POPULUS EI ET IN EUM OMNE SUUM IMPERIUM ET POTESTATEM CONFERRAT. The will of the emperor has the force of law; for, by the royal law which has been made concerning his authority, the people have conferred upon him all its sovereignty and power. Dig. 1, 4, 1; Inst. 1, 2, 1; Fleta, 1, 1, c. 17, § 7; Brac. 107; Selden, Diss. ad Flet. c. 3, § 2.

QUOD PRIUS EST VERIUS EST; ET QUOD PRIUS EST TEMPORI POTIUS EST JURE. Co.Litt. 347. What is first is true; and what is first in time is better in law.

QUOD PRO MINORE LICITUM EST ET PRO MAIORE LICITUM EST. 8 Coke, 43. That which is lawful as to the minor is lawful as to the major.

QUOD PROSTRAVIT. That he do abate. The name of a judgment upon an indictment for a nuisance, that the defendant abate such nuisance.

QUOD PURE DEBETUR PRESENTI DIE DEBETUR. That which is due unconditionally is due now. Tray. Leg. Max. 519.

QUOD QUIS EX CULPA SUA DAMNUM SENTIT NON INTELLIGITUR DAMNUM SENTIRE. The damage which one experiences from his own fault is not considered as his damage. Dig. 50, 17, 203.

QUOD QUIS SCIENS INDEBITUM DEBIT HAC MENTE, UT POSTEA REPETERET, REPETERE NON POSTEST. That which one has given, knowing it not to be due, with the intention of redeeming it, he cannot recover back. Dig. 12, 6, 50.

QUOD QUISQUIS NORIT IN HOC SE EXERCEAT. Let every one employ himself in what he knows. 11 Coke, 10.

QUOD RECUPERET. That he recover. The ordinary form of judgments for the plaintiff in actions at law. 1 Archb.Pr.K.B. 225; 1 Burrell, Pr. 246.

Judgment of quod recuperet. When an issue in fact, or an issue in law arising on a peremptory plea, is determined for the plaintiff, the judgment is "that the plaintiff do recover," etc., which is called a judgment quod recuperet; Steph.Pl. 136. It is either final or interlocutory, according as the quantum of damages is or is not ascertained at the rendition of the judgment.

QUOD REMEDIO DESTITUITUR IPSA RE VAL ET SI CULPA ABSIT. That which is without remedy avails of itself, if there be no fault in the party seeking to enforce it. Broom, Max. 212.

QUOD SEMEL AUT BIS EXISTIT PRÆETERUNT LEGISLATORES. Legislators pass over what happens [only] once or twice. Dig. 1, 3, 6; Broom, Max. 46.
QUOD SEMEL MEUM EST AMPLIUS MEUM
ESSE NON POTEST. Co. Litt. 49b. What is
once mine cannot be more fully mine.

QUOD SEMEL PLACIT IN ELECTIONE, AM-
PLIUS DISPLICER NON POTEST. Co. Litt.
146. What a party has once determined, in a case
where he has an election, cannot afterwards be
disavowed.

QUOD SI CONTINGAT. That if it happen.
Words by which a condition might formerly be
created in a deed. Litt. § 330.

QUOD SOLO INÆDIFICATUR SOLO CEDIT.
Whatever is built on the soil is an accessory of
the soil. Inst. 2. 1. 29; 16 Mass. 449; 9 Bouv.Inst.
n. 1571.

QUOD SUB CERTA FORMA CONCESSUM VEL
RESERVATUM EST NON TRAHITUR AD VA-
LOREM VEL COMPENSATIONEM. That which
is granted or reserved under a certain form is not
[permitted to be] drawn into valuation or com-
ensation. Bac.Max. 26, reg. 4. That which is
granted or reserved in a certain specified form
must be taken as it is granted, and will not be
permitted to be made the subject of any other
form or compensation on the part of the grantee.
Ex parte Miller, 2 Hill (N.Y.) 423.

QUOD SUBINTELLIGITUR NON DEEST. What
is understood is not wanting. 2 Litt. 322.

QUOD TACITE INTELLIGITUR DEESSE NON
VIDETUR. What is tacitly understood is not
considered to be wanting. 4 Coke, 22a.

QUOD VANUM ET INUTILE EST, LEX NON RE-
QUIRIT. Co.Litt. 319. The law requires not
what is vain and useless.

QUOD VERO CONTRA RATIONEM JURIS RE-
CEPTUM EST, NON EST PRODUCENDUM AD
CONSEQUENTIAS. But that which has been
admitted contrary to the reason of the law, ought not
to be drawn into precedents. Dig. 1. 3. 14; Broom,
Max. 158.

QUOD VIDE. Which see. A direction to the read-
er to look to another part of the book, or to an-
other book, there named, for further information.
Usually abbreviated "q. v."

QUOD VOLUIT NON DIXIT. What he intended
he did not say, or express. An answer sometimes
made in overruling an argument that the law-
maker or testator meant so and so. 1 Kent,
Comm. 468, note; Mann v. Mann's Ex'rs, 1 Johns.
Ch. (N.Y.) 235.

QUODUNCQUE ALIQUIS OB TUTELAM COR-
PORIS SUI FECERIT, JURE ID FECISSIS VIDE-
TUR. 2 Inst. 590. Whatever any one does in
defense of his person, that he is considered to
have done legally.

QUODQUE DISSOLVITUR EODEM MODO QUO
LIGATUR. 2 Rolle, 39. In the same manner that
a thing is bound, in the same manner it is un-
bound.

QUONIAM ATTACHIMENTA. (Since the at-
tachments.) One of the oldest books in the Scotch
law. So called from the two first words of the
volume. Jacob; Whishaw.

QUORUM. A majority of the entire body; e. g.,
a quorum of a state supreme court. Mountain
States Telephone & Telegraph Co. v. People, 68
Colo. 487, 190 P. 513, 517.

Such a number of the members of a body as is competent
to transact business in the absence of the other members.
Morton v. Talmadge, 166 Ga. 620, 144 S.E. 111.

The idea of a quorum is that, when that required num-
ber of persons goes into a session as a body, such as di-
rectors of a corporation, the vote of a majority thereof
are sufficient for binding action. Benintendi v. Kenton Ho-
tel, 249 N.Y. 112, 60 N.E.2d 529, 531.

When a committee, board of directors, meeting of share-
holders, legislature or other body of persons cannot act
unless a certain number at least of them are present, that
number is called a "quorum." Sweet. In the absence of
any law or rule fixing the quorum, it consists of a majority
of those entitled to act. Ex parte Willcocks, 7 Cow.
(N.Y.) 409, 17 Am.Dec. 525; Snider v. Rinehart, 18 Colo.
18, 31 P. 718; In re Webster Loose Leaf Filing Co., D.C.
N.J., 240 F. 779, 784; Application of McGovern, 44 N.Y.S.
2d 132, 137, 180 Misc. 508.

Justices of the Quorum

In English law, those justices of the peace whose presence at a session is necessary to make
a lawful bench. All the justices of the peace for
a county are named and appointed in one com-
mision, which authorizes them all, jointly and se-
verely, to keep the peace, but provides that some
particular named justices or one of them shall al-
ways be present when business is to be transact-
ed, the ancient Latin phrase being "quorum sum-
am, e. B. esse volumus." These designated persons
are the "justices of the quorum." But the dis-
tinction is long since obsolete. 1 Bl.Comm. 351;
Snider v. Rinehart, 18 Colo. 18, 31 P. 716.

QUORUM PRÆTEXTU NEC AUGET NEC MII-
NIT SENTENTIAM, SED TANTUM CONFIR-
MAT PRÆMISSA. Plowd. 52. "Quorum prætextu"
neither increases nor diminishes a sentence, but
only confirms that which went before.

QUOT. In old Scotch law. A twentieth part of
the movable estate of a person dying, which was
due to the bishop of the diocese within which the
person resided. Bell.

QUOTA. A proportional part or share, the pro-
portional part of a demand or liability, falling
upon each of those who are collectively responsi-
ble for the whole.

QUOTATION. The production to a court or judge
of the exact language of a statute, precedent, or
other authority, in support of an argument or
proposition advanced.

The transcription of part of a literary composi-
tion into another book or writing.

A statement of the market price of one or more
commodities; or the price specified to a corre-
spondent.
QUOTIENS

QUOTIENS DUBIA INTERPRETATIO LIBERTATIS EST, SECUNDUM LIBERTATEM RESPONDENDUM ERIT. Whenever there is a doubt between liberty and slavery, the decision must be in favor of liberty. Dig. 50, 17, 20.

QUOTIENS IDEM SERMO DUAS SENTENTIAS EXPRIMIT, EA POTISSIMUM ACCIPITUR, QVÆ REI GERENDÆ APTIOR EST. Whenever the same words express two meanings, that is to be taken which is the better fitted for carrying out the proposed end. Dig. 50, 17, 67.

QUOTIENT VERDICT. A money verdict the amount of which is fixed by the following process: Each juror writes down the sum he wishes to award by the verdict; these amounts are all added together, and the total is divided by twelve, (the number of the jurors,) and the quotient stands as the verdict of the jury by their agreement. Hamilton v. Owego Waterworks, 48 N.Y.S. 106, 22 App.Div. 573. Such verdict is invalid. Hoffman v. City of St. Paul, 187 Minn. 320, 245 N.W. 373, 374, 86 A.L.R. 198; Stone v. State, 24 Ala.App. 395, 135 So. 646, 647; Killion v. Dinkle, 121 Neb. 322, 236 N.W. 757, 759.

QUOTES DUBIA INTERPRETATIO LIBERTATIS EST, SECUNDUM LIBERTATEM RESPONDENDUM ERIT. Whenever the interpretation of liberty is doubtful, the answer should be on the side of liberty. Dig. 50, 17, 20.

QUOTES IDEM SERMO DUAS SENTENTIAS EXPRIMIT, EA POTISSIMUM EXCIPIATUR, QVÆ REI GERENDÆ APTIOR EST. Whenever the same language expresses two meanings that should be adopted which is the better fitted for carrying out the subject-matter. Dig. 50, 17, 67.

QUOTES IN STIPULATIONIBUS AMBIGUA ORATIO EST, COMMODOSSIMUM EST ID ACIPSI QUÆ RES DE QA AGITUR IN TUTO STIT. Whenever the language of stipulations is ambiguous, it is most fitting that that [sense] should be taken by which the subject-matter may be protected. Dig. 45, 1, 80.

QUOTES IN VERBIS NULLA EST AMBIGUITAS, IBI NULLA EXPOSITIO CONTRA VERBA FIENDA EST. Co. Litt. 147. When in the words there is no ambiguity, then no exposition contrary to the words is to be made.

QUOTUPLEX. Lat. Of how many kinds; how many fold. A term of frequent occurrence in Sheppard's Touchstone.

QUOUSQUE. Lat. How long; how far; until. In old conveyances it is used as a word of limitation. 10 Coke, 41.

QUOVIS MODO. Lat. In whatever manner.

QUUM DE LUCRO DUORUM QUÆRATUR, MEJOR EST CAUSA POSSIDENTIS. When the question is as to the gain of two persons, the title of the party in possession is the better one. Dig. 50, 17, 126, 2.

QUUM IN TESTAMENTO AMBIGUAE AUT ETIAM PERPERAM SCRIPTUM EST, BENIGNE INTERPRETARI ET SECUNDUM ID QUOD CREDIBLE ET COGITATUM, CREDENDUM EST. When in a will an ambiguous or even an erroneous expression occurs, it should be construed liberally and in accordance with what is thought the probable meaning of the testator. Dig. 34, 5, 24; Broom, Max. 437.

QUUM PRINCIPALIS CAUSA NON CONSISTIT NE EA QUIDEM QVÆ SEQUUNTUR LOCUM HABENT. When the principal does not hold, the incidents thereof ought not to obtain. Broom, Max. 496.

QUUM QUOD AGO NON VALET UT AGO, VALEAT QUANTUM VALERE POTEST. 1 Vent. 216. When what I do is of no force as to the purpose for which I do it, let it be of force to as great a degree as it can.