

ORAL ARGUMENT SCHEDULED FOR JANUARY 21, 2016
14-7193(L), 14-7194, 14-7195, 14-7198, 14-7202, 14-7203, 14-7204

IN THE
United States Court Of Appeals
FOR THE DISTRICT OF COLUMBIA CIRCUIT

SUSAN WEINSTEIN, *et al.*,
Plaintiffs-Appellants

v.

ISLAMIC REPUBLIC OF IRAN, *et al.*,
Defendants-Judgment Debtors

v.

INTERNET CORPORATION FOR ASSIGNED NAMES AND NUMBERS,
Third Party Garnishee-Appellee

**APPELLANTS' MOTION REQUESTING
THAT THE COURT TAKE JUDICIAL NOTICE**

Plaintiffs-Appellants,
by their Attorneys,

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Pursuant to Fed. R. App. P. 27, Appellants Weinstein *et al.* (the Plaintiffs-Appellants in all seven consolidated cases) respectfully that this Court take judicial notice of selected pages of historical versions of BLACK'S LAW DICTIONARY. In their reply brief, Appellants cite extensively to the 1st edition (published 1891) (at pages 202, 543, and 612) and the revised 4th edition (published 1968) (at pages 305 and 823) of that dictionary. For the convenience of the Court, Appellants have attached the cited pages as exhibits to this motion and respectfully ask that the Court take judicial notice of them. *See Charles Dennehy & Co. v. Robertson, Sanderson & Co.*, 32 App. D.C. 355, 357 (D.C. Cir. 1909); *Nix v. Hedden*, 149 U.S. 304, 306-07 (1893). Appellants' counsel solicited Appellee Internet Corporation for Assigned Names and Numbers' ("ICANN") position on this motion. ICANN declined to offer a response, inviting Appellants to file and indicating that it would file a response if it finds one to be "warranted."

Dated: Baltimore, Maryland
October 27, 2015

Respectfully submitted,

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by: /s/ Meir Katz
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CERTIFICATE OF SERVICE

I hereby certify that on October 27, 2015, I filed the foregoing using the ECF system, which is expected to electronically serve all counsel of record.

 /s/ Meir Katz
Meir Katz

A

DICTIONARY OF LAW

CONTAINING

DEFINITIONS OF THE TERMS AND PHRASES OF AMERICAN AND ENGLISH JURISPRUDENCE,
ANCIENT AND MODERN

INCLUDING

THE PRINCIPAL TERMS OF INTERNATIONAL, CONSTITUTIONAL AND COMMERCIAL LAW; WITH A COLLECTION OF LEGAL MAXIMS AND
NUMEROUS SELECT TITLES FROM THE CIVIL LAW
AND OTHER FOREIGN SYSTEMS

BY HENRY CAMPBELL BLACK, M. A.

Author of Treatises on "JUDGMENTS," "TAX-TITLES," "CONSTITUTIONAL PROHIBITIONS," etc.

ST. PAUL, MINN.
WEST PUBLISHING CO.
1891

CHOSE

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CHURCH

CHOSE. A thing; an article of property. A chose is a chattel personal, (Williams, Pers. Prop. 4,) and is either in possession or in action.

CHOSE IN ACTION. A right to personal things of which the owner has not the possession, but merely a right of action for their possession. 2 Bl. Comm. 389, 397; 1 Chit. Pr. 99.

A right to receive or recover a debt, demand, or damages on a cause of action *ex contractu*, or for a tort connected with contract, but which cannot be made available without recourse to an action.

Personalty to which the owner has a right of possession in future, or a right of immediate possession, wrongfully withheld, is termed by the law a "chose in action." Code Ga. 1882, § 2239.

Chose in action is a phrase which is sometimes used to signify a right of bringing an action, and, at others, the thing itself which forms the subject-matter of that right, or with regard to which that right is exercised; but it more properly includes the idea both of the thing itself and of the right of action as annexed to it. Thus, when it is said that a debt is a chose in action, the phrase conveys the idea, not only of the thing itself, *i. e.*, the debt, but also of the right of action or of recovery possessed by the person to whom the debt is due. When it is said that a chose in action cannot be assigned, it means that a thing to which a right of action is annexed cannot be transferred to another, together with such right. Brown.

A chose in action is any right to damages, whether arising from the commission of a tort, the omission of a duty, or the breach of a contract. 4 Ala. 350; 8 Port. 36.

CHOSE IN POSSESSION. A thing in possession, as distinguished from a thing in action. See **CHOSE IN ACTION**. Taxes and customs, if paid, are a chose in possession; if unpaid, a chose in action. 2 Bl. Comm. 408.

CHOSE LOCAL. A local thing; a thing annexed to a place, as a mill. Kitchin, fol. 18; Cowell; Blount.

CHOSE TRANSITORY. A thing which is movable, and may be taken away or carried from place to place. Cowell; Blount.

CHOSEN FREEHOLDERS. Under the municipal organization of the state of New Jersey, each county has a board of officers, called by this name, composed of representatives from the cities and townships within its limits, and charged with administering the revenues of the county. They correspond to the "county commissioners" or "supervisors" in other states.

CHOUT. In Hindu law. A fourth, a fourth part of the sum in litigation. The "Mahratta chout" is a fourth of the revenues exacted as tribute by the Mahrattas.

CHREMATISTICS. The science of wealth.

CHRENECRUDA. Under the Salic law. This was a ceremony performed by a person who was too poor to pay his debt or fine, whereby he applied to a rich relative to pay it for him. It consisted (after certain preliminaries) in throwing green herbs upon the party, the effect of which was to bind him to pay the whole demand.

CHRISTIAN. Pertaining to Jesus Christ or the religion founded by him; professing Christianity. The adjective is also used in senses more remote from its original meaning. Thus a "court Christian" is an ecclesiastical court; a "Christian name" is that conferred upon a person at baptism into the Christian church. As a noun, it signifies one who accepts and professes to live by the doctrines and principles of the Christian religion.

CHRISTIAN NAME. The baptismal name distinct from the surname. It has been said from the bench that a Christian name may consist of a single letter. Wharton.

CHRISTIANITATIS CURIA. The court Christian. An ecclesiastical court, as opposed to a civil or lay tribunal. Cowell.

CHRISTIANITY. The religion founded and established by Jesus Christ.

Christianity has been judicially declared to be a part of the common law.

CHRISTMAS-DAY. A festival of the Christian church, observed on the 25th of December, in memory of the birth of Jesus Christ.

CHRYSOLOGY. That branch of the science of political economy which relates to the production of wealth.

CHURCH. In its most general sense, the religious society founded and established by Jesus Christ, to receive, preserve, and propagate his doctrines and ordinances.

A body or community of Christians, united under one form of government by the profession of the same faith, and the observance of the same ritual and ceremonies.

The term may denote either a society of persons who, professing Christianity, hold certain doctrines or observances which differentiate them from other like groups, and

GOOD ABEARING

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the present day certify that the drawer has funds to meet it, and that it will be paid on presentation for that purpose.

GOOD ABEARING. See **ABEARANCE**.

GOOD AND LAWFUL MEN. Those who are not disqualified for service on juries by non-age, alienage, infamy, or lunacy, and who reside in the county of the venue.

GOOD AND VALID. Reliable, sufficient, and unimpeachable in law; adequate; responsible. See **Good**.

GOOD BEHAVIOR. Orderly and lawful conduct; behavior such as is proper for a peaceable and law-abiding citizen. Surety of good behavior may be exacted from any one who manifests an intention to commit crime or is otherwise reasonably suspected of a criminal design.

GOOD CONSIDERATION. As distinguished from *valuable* consideration, a consideration founded on motives of generosity, prudence, and natural duty; such as natural love and affection.

GOOD COUNTRY. In Scotch law. Good men of the country. A name given to a jury.

GOOD FAITH. Good faith consists in an honest intention to abstain from taking any unconscientious advantage of another, even through the forms or technicalities of law, together with an absence of all information or belief of facts which would render the transaction unconscientious. Civil Code Dak. § 2105; 1 Dak. 399, 46 N. W. Rep. 1132.

As to a purchaser in good faith, see **BONA FIDE PURCHASER**.

GOOD JURY. A jury of which the members are selected from the list of special jurors. See L. R. 5 C. P. 155.

GOOD TITLE. This means such a title as a court of chancery would adopt as a sufficient ground for compelling specific performance, and such a title as would be a good answer to an action of ejectment by any claimant. 6 Exch. 873. See, also, 23 Barb. 370.

GOOD-WILL. The custom or patronage of any established trade or business; the benefit or advantage of having established a business and secured its patronage by the public.

The advantage or benefit which is acquired by an establishment, beyond the mere value of the capital, stocks, funds, or property em-

ployed therein, in consequence of the general public patronage and encouragement which it receives from constant or habitual customers, on account of its local position, or common celebrity, or reputation for skill or affluence or punctuality, or from other accidental circumstances or necessities, or even from ancient partialities or prejudices. Story, Partn. § 99; 33 Cal. 624.

The good-will of a business is the expectation of continued public patronage, but it does not include a right to use the name of any person from whom it was acquired. Civil Code Cal. § 992; Civil Code Dak. § 577.

The term "good-will" does not mean simply the advantage of occupying particular premises which have been occupied by a manufacturer, etc. It means every advantage, every positive advantage, that has been acquired by a proprietor in carrying on his business, whether connected with the premises in which the business is conducted, or with the name under which it is managed, or with any other matter carrying with it the benefit of the business. 61 N. Y. 226.

GOODRIGHT, GOODTITLE. The fictitious plaintiff in the old action of ejectment, most frequently called "John Doe," was sometimes called "Goodright" or "Goodtitle."

GOODS. In contracts. The term "goods" is not so wide as "chattels," for it applies to inanimate objects, and does not include animals or chattels real, as a lease for years of house or land, which "chattels" does include. Co. Litt. 118; 1 Russ. 376. H

In wills. In wills "goods" is *nomen generalissimum*, and, if there is nothing to limit it, will comprehend all the personal estate of the testator, as stocks, bonds, notes, money, plate, furniture, etc. 1 Atk. 180-182. I

GOODS AND CHATTELS. This phrase is a general denomination of personal property, as distinguished from real property; the term "chattels" having the effect of extending its scope to any objects of that nature which would not properly be included by the term "goods" alone, *e. g.*, living animals, emblements, and fruits, and terms under leases for years. The general phrase also embraces choses in action, as well as personality in possession. J

In wills. The term "goods and chattels" will, unless restrained by the context, pass all the personal estate, including leases for years, cattle, corn, debts, and the like. Ward, Leg. 208, 211. K

GOODS SOLD AND DELIVERED. A phrase frequently used in the action of *as-* L

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INCOMPATIBLE

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INCREASE, COSTS OF

accused from knowing beforehand the testimony of the witnesses, or from attempting to corrupt them and concert such measures as will efface the traces of his guilt. As soon, therefore, as the danger of his doing so has ceased, the interdiction ceases likewise. Escriche.

INCOMPATIBLE. Two or more relations, offices, functions, or rights which cannot naturally, or may not legally, exist in or be exercised by the same person at the same time, are said to be incompatible. Thus, the relations of lessor and lessee of the same land, in one person at the same time, are incompatible. So of trustee and beneficiary of the same property.

INCOMPETENCY. Lack of ability, legal qualification, or fitness to discharge the required duty.

As applied to evidence, the word "incompetent" means not proper to be received; inadmissible, as distinguished from that which the court should admit for the consideration of the jury, though they may not find it worthy of credence.

In French law. Inability or insufficiency of a judge to try a cause brought before him, proceeding from lack of jurisdiction.

INCONCLUSIVE. That which may be disproved or rebutted; not shutting out further proof or consideration. Applied to evidence and presumptions.

INCONSULTO. In the civil law. Unadvisedly; unintentionally. Dig. 28, 4, 1.

INCONTINENCE. Want of chastity; indulgence in unlawful carnal connection.

INCOPOLITUS. A proctor or vicar.

Incorporalia bello non adquiruntur. Incorporal things are not acquired by war. § Maule & S. 104.

INCORPORAMUS. We incorporate. One of the words by which a corporation may be created in England. 1 Bl. Comm. 473; 3 Steph. Comm. 173.

INCORPORATE. 1. To create a corporation; to confer a corporate franchise upon determinate persons.

2. To declare that another document shall be taken as part of the document in which the declaration is made as much as if it were set out at length therein.

INCORPORATION. 1. The act or process of forming or creating a corporation; the formation of a legal or political body, with

the quality of perpetual existence and succession, unless limited by the act of incorporation.

2. The method of making one document of any kind become a part of another separate document by referring to the former in the latter, and declaring that the former shall be taken and considered as a part of the latter the same as if it were fully set out therein. This is more fully described as "incorporation by reference." If the one document is copied at length in the other, it is called "actual incorporation."

3. In the civil law. The union of one domain to another.

INCORPOREAL. Without body; not of material nature; the opposite of "corporeal," (*q. v.*)

INCORPOREAL CHATTELS. A class of incorporeal rights growing out of or incident to things *personal*; such as patent-rights and copyrights. 2 Steph. Comm. 72.

INCORPOREAL HEREDITAMENT. Anything, the subject of property, which is inheritable and not tangible or visible. 2 Woodd. Lect. 4. A right issuing out of a thing corporate (whether real or personal) or concerning or annexed to or exercisable within the same. 2 Bl. Comm. 20; 1 Washb. Real Prop. 10.

INCORPOREAL PROPERTY. In the civil law. That which consists in legal right merely. The same as choses in action at common law.

INCORRIGIBLE ROGUE. A species of rogue or offender, described in the statutes 5 Geo. IV. c. 83, and 1 & 2 Vict. c. 38. 4 Steph. Comm. 309.

INCREASE. (1) The produce of land; (2) the offspring of animals.

INCREASE, AFFIDAVIT OF. Affidavit of payment of increased costs, produced on taxation.

INCREASE, COSTS OF. In English law. It was formerly a practice with the jury to award to the successful party in an action the nominal sum of 40s. only for his costs; and the court assessed by their own officer the actual amount of the successful party's costs; and the amount so assessed, over and above the nominal sum awarded by the jury, was thence called "costs of increase." Lush, Com. Law Pr. 775. The practice has now wholly ceased. Rapal. & Law.

BLACK'S LAW DICTIONARY

Definitions of the Terms and Phrases of
American and English Jurisprudence,
Ancient and Modern

By

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Author of Treatises on Judgments, Tax Titles, Intoxicating Liquors,
Bankruptcy, Mortgages, Constitutional Law, Interpretation
of Laws, Rescission and Cancellation of Contracts, Etc.

REVISED FOURTH EDITION

BY

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CHIROGRAPHUM APUD DEBITOREM REPERTUM PRIESUMITUR SOLUTUM. An evidence of debt found in the debtor's possession is presumed to be paid. Halk.Max. 20; Bell, Dict. See 14 M. & W. 379.

CHIROGRAPHUM NON EXTANS PRÆSUMITUR SOLUTUM. An evidence of debt not existing is presumed to have been discharged. Tray. Lat.Max. 73.

CHIROPODIST. One who treats diseases or malformations of the hands or feet, especially a surgeon for the feet, hands, and nails; a cutter or extractor of corns and callosities. State v. Armstrong, 38 Idaho 493, 225 P. 491, 33 A.L.R. 835.

CHIROPODY. The art of removing corns and callouses. State v. Armstrong, 38 Idaho 493, 225 P. 491, 493, 33 A.L.R. 835.

CHIROPRACTIC, CHIROPRACTICS. A system of healing that treats disease by manipulation of the spinal column. Joyner v. State, 181 Miss. 245, 179 So. 573, 575, 115 A.L.R. 954. A system of therapeutic treatment, through adjusting of articulations of human body, particularly those of the spine. Walkenhorst v. Kesler, 92 Utah 312, 67 P.2d 654, 662. The specific science that removes pressure on the nerves by the adjustment of the spinal vertebrae. State v. Boston, 226 Iowa 429, 284 N.W. 143, 144.

CHIROPRACTOR. One who practices the system of chiropractic. Cummings v. State, 214 Ala. 209, 106 So. 852, 854. One professing a system of manipulations which aims to cure disease by the mechanical restoration of displaced or subluxated bones, especially the vertebra, to their normal relation. Board of Medical Examiners of State of Utah v. Freenor, 47 Utah, 430, 154 P. 941, 942, Ann. Cas.1917E, 1156.

CHIRURGEON. The ancient denomination of a surgeon.

CHIVALRY. In feudal law. Knight-service Tenure in chivalry was the same as tenure by knight-service. 2 Bl.Comm. 61, 62.

CHIVALRY, COURT OF. See Court of Chivalry.

CHIVALRY, TENURE BY. Tenure by knight-service. Co.Litt.

CHOATE LIEN. Lien which is perfected so that nothing more need be done to make it enforceable. Identity of lienor, property subject to lien and amount of lien are all established. Walker v. Paramount Engineering Co., C.A.Mich., 353 F.2d 445, 449; U. S. v. City of New Britain, Conn., Conn., 74 S.Ct. 367, 369, 347 U.S. 81, 98 L.Ed. 520. The lien must be definite and not mere ascertainable in the future by taking further steps. Gower v. State Tax Commission, 295 P.2d 162, 207 Or. 288.

CHOKE DAMP. A common name for carbonic acid;—so called from its extinguishing of flame and animal life. Wells' Adm'r v. Sutherland Coal & Coke Co., 116 Va. 1003, 83 S.E. 384, 385.

CHOP-CHURCH. A word mentioned in 9 Hen. VI. c. 65, by the sense of which it was in those days a kind of trade, and by the judges declared to be lawful. But Brooke, in his abridgment, says it was only permissible by law. It was, without doubt, a nickname given to those who used to change benefices, as to "chop and change" is a common expression. Jacob.

CHOPS. The mouth of a harbor. Pub.St.Mass. 1882, p. 1288.

CHORAL. In ancient times a person admitted to sit and worship in the choir; a chorister.

CHOREPISCOPUS. In old European law. A rural bishop, or bishop's vicar. Spelman; Cowell.

CHOSE. Fr. A thing; an article of personal property. A chose is a chattel personal, (Williams, Pers.Prop. 4,) and is either in action or in possession. See Chose in Action and Chose in Possession, *infra*.

Chose local. A local thing; a thing annexed to a place, as a mill. Kitchin, fol. 18; Cowell; Blount.

Chose transitory. A thing which is movable, and may be taken away or carried from place to place. Cowell; Blount.

CHOSE IN ACTION. A personal right not reduced into possession, but recoverable by a suit at law. North Carolina Bank & Trust Co. v. Williams, 160 S.E. 484, 485, 201 N.C. 464. A right to personal things of which the owner has not the possession, but merely a right of action for their possession. 2 Bl.Comm. 389, 397; 1 Chit.Pr. 99. The phrase includes all personal chattels which are not in possession; 11 App.Cas. 440; Powers v. Fisher, 279 Mich. 442; 272 N.W. 737, 739; and all property in action which depends entirely on contracts express or implied; Castle v. Castle, C.C.A. Hawaii, 267 F. 521, 523. A right to receive or recover a debt, demand, or damages on a cause of action *ex contractu* or for a tort or omission of a duty. Comyns, Dig. *Biens*. Moran v. Adkerson, 168 Tenn. 372, 79 S.W.2d 44, 45. Pickering v. Peskind, 43 Ohio App. 401, 183 N.E. 301, 303. A right to recover by suit a personal chattel. Garford Motor Truck Co. v. Buckson, 4 W.W.Harr. 103, 143 A. 410, 411. Assignable rights of action *ex contractu* and perhaps *ex delicto*. Coty v. Cogswell, 100 Mont. 496, 50 P.2d 249, 250. Personality to which the owner has a right of possession in future, or a right of immediate possession, wrongfully withheld. And see Tummy v. Mayer, 289 Ill. 458, 124 N.E. 661, 662.

CHOSE IN POSSESSION. A personal thing of which one has possession. A thing in possession, as distinguished from a thing in action. Vawter v. Griffin, 40 Ind. 601. See Chose in Action. Taxes and customs, if paid, are a chose in possession; if unpaid, a chose in' action. 2 Bl.Comm. 408.

CHOSEN FREEHOLDERS. Under the municipal organization of the state of New Jersey, each

GOOD SAMARITAN DOCTRINE. One who sees a person in imminent and serious peril through negligence of another cannot be charged with contributory negligence, as a matter of law, in risking his own life or serious injury in attempting to effect a rescue, provided the attempt is not recklessly or rashly made. *Jobst v. Butler Well Servicing, Inc.*, 372 P.2d 55, 59, 190 Kan. 86. Under doctrine, negligence of a volunteer rescuer must worsen position of person in distress before liability will be imposed. *U. S. v. DeVane*, C.A. Fla., 306 F.2d 182, 186.

GOOD TITLE. One free from reasonable doubt, that is, not only a valid title in fact, but one that can again be sold to a reasonable purchaser or mortgaged to a person of reasonable prudence. *Langford v. Berry*, 68 Ga.App. 193, 22 S.E.2d 349, 351, a title free from litigation, palpable defects and grave doubts. *Collins v. Martin*, Tex.Civ. App., 6 S.W.2d 126, 128; *Williams v. Hefner*, 89 Mont. 361, 297 P. 492, 496.

GOOD WILL. The favor which the management of a business wins from the public. *Seneca Hotel Co. v. U. S.*, Ct.C1., 42 F.2d 343, 344. The fixed and favorable consideration of customers arising from established and well-conducted business. *Colton v. Duvall*, 254 Mich. 346, 237 S.W.2d 48, 49. The favorable consideration shown by the purchasing public to goods known to emanate from a particular source. *White Tower System v. White Castle System of Eating Houses Corporation*, C.C.A.Mich., 90 F.2d 67, 69. Something in business which gives reasonable expectancy of preference in race of competition. *In re Witkind's Estate*, 167 Misc. 885, 4 N.Y.S.2d 933, 947. The custom or patronage of any established trade or business; the benefit or advantage of having established a business and secured its patronage by the public. The advantage or benefit which is acquired by an establishment, beyond the mere value of the capital, stocks, funds, or property employed therein, in consequence of the general public patronage and encouragement which it receives from constant or habitual customers, on account of its local position, or common celebrity, or reputation for skill or affluence or punctuality, or from other accidental circumstances or necessities, or even from ancient partialities or prejudices. *Story*, Partn. § 99; *Haverly v. Elliott*, 39 Neb. 201, 57 N.W. 1010. And as property incident to business sold, favor vendor has won from public, and probability that all customers will continue their patronage. *Nye Odorless Incinerator Corporation v. Felton*, 5 W.W.Harr. 236, 162 A. 504, 511. It means every advantage, every positive advantage, that has been acquired by a proprietor in carrying on his business, whether connected with the premises in which the business is conducted, or with the name under which it is managed, or with any other matter carrying with it the benefit of the business. *Glen & Hall Mfg. Co. v. Hall*, 61 N.Y. 226, 19 Am.Rep. 278; *In re Ball's Estate*, 161 App.Div. 79, 146 N.Y.S. 499, 501; *Whittle v. Davie*, 116 Va. 575, 82 S.E. 724.

726; *Acme, Palmers & De Mooy Foundry Co. v. Weiss*, D.C.Ohio, 21 F.2d 492, 493.

GOODRIGHT, GOODTITLE. The fictitious plaintiff in the old action of ejectment, most frequently called "John Doe," was sometimes called "Goodright" or "Goodtitle."

GOODS. A term of variable content. It may include every species of personal property or it may be given a very restricted meaning. *Cate v. Merrill*, 116 Me. 235, 102 A. 235, 236, 237; *Canales v. Earl*, Mun.Ct.N.Y., 168 N.Y.S. 726, 727.

In contracts, the term "goods" is not so wide as "chattels," for it applies to inanimate objects, and does not include animals or chattels real, as a lease for years of house or land, which "chattels" does include. *Co. Litt.* 118; *St. Joseph Hydraulic Co. v. Wilson*, 133 Ind. 465, 33 N.E. 113; *Putnam v. Westcott*, 19 Johns, N.Y., 76.

In wills, "goods" is *nomen generalissimum*, and, if there is nothing to limit it, will comprehend all the personal estate of the testator, as stocks, bonds, notes, money, plate, furniture, etc. *Kendall v. Kendall*, 4 Russ. 370; *Chamberlain v. Western Transp. Co.*, 44 N.Y. 310, 4 Am.Rep. 681; *Keyser v. School Dist.*, 35 N.H. 483.

GOODS AND CHATTELS. This phrase is a general denomination of personal property, as distinguished from real property; the term "chattels" having the effect of extending its scope to any objects of that nature which would not properly be included by the term "goods" alone, *e. g.*, living animals, emblements, and fruits, and terms under leases for years. *Larson v. Judd*, 200 Ill. App. 420. The general phrase also embraces choses in action, as well as personalty in possession. In wills. The term "goods and chattels" will, unless restrained by the context, pass all the personal estate, including leases for years, cattle, corn, debts, and the like. *Ward*, Leg. 208, 211.

GOODS SOLD AND DELIVERED. A phrase frequently used in the action of *assumpsit*, when the sale and delivery of goods furnish the cause.

GOODS, WARES, AND MERCHANDISE. A general and comprehensive designation of such chattels as are ordinarily the subject of traffic and sale. The phrase is used in the statute of frauds, and is frequently found in pleadings and other instruments. As to its scope, see *State v. Brooks*, 4 Conn. 449; *French v. Schoonmaker*, 69 N.J.L. 6, 54 A. 225; *Sewall v. Allen*, 6 Wend., N.Y., 355; *Smith v. Wilcox*, 24 N.Y. 358, 82 Am.Dec. 302; *Banta v. Chicago*, 172 Ill. 204, 50 N.E. 233, 40 L. R.A. 611; *Basset v. City of Boston*, 226 Mass. 64, 114 N.E. 1035; *Culp v. Holbrook*, 76 Ind.App. 272, 129 N.E. 278, 280.

GOOLE. In old English law, a breach in a bank or sea wall, or a passage worn by the flux and reflux of the sea. *St. 16 & 17 Car. II. c. 11.*

GOPHER HOLING. The "gopher hole" method of blasting" consists in boring holes, horizontally into the bank of earth and inserting therein charg-