

**TAB 7**

# BLACK'S LAW DICTIONARY®

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

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25, 27; *Anderson v. Biesman & Carrick Co.*, 287 Ill.App. 507, 4 N.E.2d 639, 640, 641.

**Express authority.** Authority delegated to agent by words which expressly authorize him to do a delegable act. Authority which is directly granted to or conferred upon agent in express terms. That authority which principal intentionally confers upon his agent by manifestations to him. *Epstein v. Corporacion Peruana de Vapores*, D.C.N.Y., 325 F.Supp. 535, 537.

That which confers power to do a particular identical thing set forth and declared exactly, plainly, and directly with well-defined limits. An authority given in direct terms, definitely and explicitly, and not left to inference or implication, as distinguished from authority which is general, implied, or not directly stated or given.

**Express color.** In old English law, an evasive form of special pleading in a case where the defendant ought to plead the general issue. Abolished by the common-law procedure act, 1852, 15 & 16 Vict., c. 76, § 64.

**Express common-law dedication.** *See* Dedication.

**Express company.** A firm or corporation engaged in the business of transporting parcels or other movable property, in the capacity of common carriers, and especially undertaking the safe carriage and speedy delivery of small but valuable packages of goods and money.

**Express conditions.** *See* Condition.

**Express contract.** *See* Contract.

**Express dissatisfaction.** Where will declares that any one expressing dissatisfaction with its provisions should forfeit his interest, "dissatisfaction" is legally "expressed" when beneficiary contests or objects in legal proceeding to enforcement of any provision of will.

**Expressed.** Means stated or declared in direct terms; set forth in words; not left to inference or implication. *Anderson v. Board of Ed. of School Dist. No. 91*, 390 Ill. 412, 61 N.E.2d 562, 567. *See* Express.

**Expressio eorum quæ tacite insunt nihil operatur** /əksprəʃ(i)yow iyərəm kwiy tāsətij insənt náj(h)əl ɒpərəytər/. The expression or express mention of those things which are tacitly implied avails nothing. A man's own words are void, when the law speaks as much. Words used to express what the law will imply without them are mere words of abundance.

**Expression, freedom of.** One of the basic freedoms guaranteed by the First Amendment of U.S.Const. and by most state constitutions. Such is equivalent to freedom of speech, press, or assembly.

**Expressio unius est exclusio alterius** /əksprəʃ(i)yow yənáyəs èst əksklúwz(h)(i)yow ɔlteráyəs/. A maxim of statutory interpretation meaning that the expression of one thing is the exclusion of another. *Burgin v. Forbes*, 293 Ky. 456, 169 S.W.2d 321, 325; *Newblock v. Bowles*, 170 Okl. 487, 40 P.2d 1097, 1100. Mention of one thing implies exclusion of another. When certain persons or things are specified in a law, contract, or will, an intention to exclude all others from its operation may be inferred. Under this maxim, if statute specifies one

exception to a general rule or assumes to specify the effects of a certain provision, other exceptions or effects are excluded.

**Expressio unius personæ est exclusio alterius** /əksprəʃ(i)yow yənáyəs pərsównij èst əksklúwz(h)(i)yow ɔlteráyəs/. The mention of one person is the exclusion of another.

**Expressly.** In an express manner; in direct or unmistakable terms; explicitly; definitely; directly. *St. Louis Union Trust Co. v. Hill*, 336 Mo. 17, 76 S.W.2d 685, 689. The opposite of impliedly. *Bolles v. Toledo Trust Co.*, 144 Ohio St. 195, 58 N.E.2d 381, 396.

**Express malice.** Express malice for purposes of first degree murder includes malice, formed design or intention to kill or to do great bodily harm, and sedate and deliberate mind of which that intention is the product. *State v. Gardner*, 7 Storey 588, 203 A.2d 77, 80. As used with respect to libel, means publication of defamatory material in bad faith, without belief in the truth of the matter published, or with reckless disregard of the truth or falsity of the matter. *Barlow v. International Harvester Co.*, 95 Idaho 881, 522 P.2d 1102, 1113. *See also* Malice.

**Express permission.** Within statute respecting automobile owner's liability, includes prior knowledge of intended use and affirmative and active consent thereto.

**Express private trust.** *See* Trust.

**Express repeal.** Abrogation or annulment of previously existing law by enactment of subsequent statute declaring that former law shall be revoked or abrogated.

**Express republication.** Occurs with respect to will when testator repeats ceremonies essential to valid execution, with avowed intention of republishing will.

**Express request.** That which occurs when one person commands or asks another to do or give something, or answers affirmatively when asked whether another shall do a certain thing.

**Express terms.** Within provision that qualified acceptance, in "express terms," varies effect of draft, "express terms" means clear, unambiguous, definite, certain, and unequivocal terms.

**Express trust.** *See* Trust.

**Expressum facit cessare tacitum** /əksprəsəm féysət səsəriy tāsətəm/. That which is expressed makes that which is implied to cease [that is, supersedes it, or controls its effect]. Thus, an implied covenant in a deed is in all cases controlled by an express covenant. Where a law sets down plainly its whole meaning the court is prevented from making it mean what the court pleases. *Munro v. City of Albuquerque*, 48 N.M. 306, 150 P.2d 733, 743.

**Expressum servitium regat vel declaret tacitum** /əksprəsəm sərviʃ(i)yəm riygət vèl dèklarérət tāsətəm/. Let service expressed rule or declare what is silent.

**Express warranty.** *See* Warranty.