

No. 18-474

In the United States Court of Appeals for the Second Circuit

CITIZENS FOR RESPONSIBILITY AND ETHICS IN WASHINGTON, RESTAURANT
OPPORTUNITIES CENTERS UNITED, INC., JILL PHANEUF, AND ERIC GOODE,
Plaintiffs-Appellants,

v.

DONALD J. TRUMP,
in his official capacity as President of the United States of America,
Defendant-Appellee.

On Appeal from the United States District Court
for the Southern District of New York
Case No. 17-cv-458 (The Honorable George B. Daniels)

JOINT APPENDIX VOLUME I

NORMAN L. EISEN*
STUART C. MCPHAIL*
ADAM J. RAPPAPORT*
Citizens for Responsibility and Ethics
in Washington
455 Massachusetts Avenue, N.W.
Washington, DC 20001
(202) 408-5565

DEEPAK GUPTA
JONATHAN E. TAYLOR
JOSHUA MATZ
DANIEL TOWNSEND*
Gupta Wessler PLLC
1900 L Street, N.W., Suite 312
Washington, DC 20036
(202) 888-1741
deepak@guptawessler.com

Counsel for Plaintiffs-Appellants

April 24, 2018

(Additional counsel listed on the next page)

LAURENCE H. TRIBE*
Carl M. Loeb University Professor
and Professor of Constitutional Law
Harvard Law School
1575 Massachusetts Avenue
Cambridge, MA 02138
(617) 495-1767

JOSEPH M. SELLERS
DANIEL A. SMALL
Cohen Milstein Sellers & Toll PLLC
1100 New York Avenue, N.W.
Washington, DC 20005
(202) 408-4600

**Second Circuit admission pending*

TABLE OF CONTENTS

VOLUME I

U.S. District Court for the Southern District of New York docket sheet, <i>CREW et al. v. Trump</i> , No. 1:17-cv-458-GBD	JA 1
Second amended complaint (Dkt. 28)	JA 18
Declaration of Deepak Gupta (Dkt. 48)	JA 86
John Mikhail, <i>The Definition of “Emolument” in English Language and Legal Dictionaries, 1523–1806</i> (Dkt. 48-1)	JA 87
Appendix A: “Emolument” in English Language Dictionaries, 1604–1806 (Dkts. 48-2–48-11)	JA 124
Declaration of Thomas Colicchio (Dkt. 49)	JA 256
Declaration of James Mallios (Dkt. 51)	JA 263
Declaration of Jill Phaneuf (Dkt. 53)	JA 269
Expert declaration of Rachel J. Roginsky (Dkt. 58)	JA 275
Declaration of Saru Jayaraman (Dkt. 77-1)	JA 285

VOLUME II

Declaration of Eric Goode (Dkt. 77-2)	JA 294
Expert declaration of Christopher C. Muller (Dkt. 77-3)	JA 304
District court decision and order (Dkt. 103)	JA 324
Judgment (Dkt. 104)	JA 353
Notice of appeal (Dkt. 105)	JA 354

CLOSED,APPEAL,ECF

**U.S. District Court
Southern District of New York (Foley Square)
CIVIL DOCKET FOR CASE #: 1:17-cv-00458-GBD**

Citizens for Responsibility and Ethics in Washington v. Trump
Assigned to: Judge George B. Daniels
Related Case: 1:17-cv-01018-GBD
Cause: 28:1346 U.S. Defendant

Date Filed: 01/23/2017
Date Terminated: 12/21/2017
Jury Demand: None
Nature of Suit: 440 Civil Rights: Other
Jurisdiction: U.S. Government Defendant

Plaintiff

**Citizens for Responsibility and Ethics
in Washington**

represented by **Daniel A. Small**
Cohen, Millstein, Hausfeld & Toll,
P.L.L.C.
1100 New York Avenue, N.W.
West Tower, Suite 500
Washington, DC 20005
(202) 408-4600
Fax: (202)-408-4699
Email: dsmall@cohenmilstein.com
LEAD ATTORNEY
ATTORNEY TO BE NOTICED

Joseph M. Sellers
Cohen Milstein Sellers & Toll PLLC (DC)
1100 New York Avenue, N.W.
Suite 500, West Tower
Washington, DC 20005
(202) 408-4600
Fax: (202)-408-4699
Email: jsellers@cohenmilstein.com
LEAD ATTORNEY
ATTORNEY TO BE NOTICED

Matthew Douglas Spurlock
Gupta Wessler PLLC
1735 20th Street, NW
Washington, DC 20009
202-888-1741
Fax: 202-888-7792
Email: mspurlock@publiccounsel.net
TERMINATED: 09/20/2017
LEAD ATTORNEY

Deepak Gupta
Gupta Wessler PLLC
1900 L. Street, NW Suite 312
Washington, DC 20036
202-888-1741
Fax: 202-888-7792
Email: deepak@guptawessler.com
ATTORNEY TO BE NOTICED

George Fuad Farah
Cohen Milstein Sellers & Toll PLLC
88 Pine street, 14th Floor
New York, NY 10005
212-838-7797
Fax: 212-838-7745
Email: gfarah@cohenmilstein.com
ATTORNEY TO BE NOTICED

Jonathan Ellis Taylor
Gupta Wessler PLLC
1900 L. Street, NW Suite 312
Washington, DC 20036
(202)–888–1741
Fax: 202–888–7792
Email: jon@guptawessler.com
ATTORNEY TO BE NOTICED

Robert Abraham Braun
Cohen Milstein Sellers & Toll, PLLC
Suite 500
1100 New York Ave., NW
Washington, DC 20005
(202)–408–4600
Email: rbraun@cohenmilstein.com
ATTORNEY TO BE NOTICED

Plaintiff

**Restaurant Opportunities Centers
(ROC) United, Inc.**

represented by **George Fuad Farah**
(See above for address)
ATTORNEY TO BE NOTICED

Jonathan Ellis Taylor
(See above for address)
ATTORNEY TO BE NOTICED

Joseph M. Sellers
(See above for address)
ATTORNEY TO BE NOTICED

Deepak Gupta
(See above for address)
ATTORNEY TO BE NOTICED

Plaintiff

Jill Phaneuf

represented by **George Fuad Farah**
(See above for address)
ATTORNEY TO BE NOTICED

Jonathan Ellis Taylor
(See above for address)
ATTORNEY TO BE NOTICED

Joseph M. Sellers
(See above for address)
ATTORNEY TO BE NOTICED

Deepak Gupta
(See above for address)
ATTORNEY TO BE NOTICED

Plaintiff

Eric Goode

represented by **George Fuad Farah**
(See above for address)
ATTORNEY TO BE NOTICED

Jonathan Ellis Taylor
(See above for address)
ATTORNEY TO BE NOTICED

Joseph M. Sellers
(See above for address)

ATTORNEY TO BE NOTICED

Deepak Gupta

(See above for address)

ATTORNEY TO BE NOTICED

V.

Movant

Bruce Ackerman

represented by **Andrea Likwornik Weiss**
Levi Lubarsky Feigenbaum & Weiss LLP
655 Third Avenue, 27th Floor
New York, NY 10017
(212) 308-6100
Fax: (212) 308-8830
Email: aweiss@llfwlaw.com
ATTORNEY TO BE NOTICED

Gregory Phillip Feit

Levi Lubarsky Feigenbaum & Weiss LLP
655 Third Avenue, 27th Floor
New York, NY 10017
212 308 6100
Fax: 212 308 8830
Email: gfeit@llfwlaw.com
ATTORNEY TO BE NOTICED

Movant

Matthew D. Adler

represented by **Andrea Likwornik Weiss**
(See above for address)
ATTORNEY TO BE NOTICED

Gregory Phillip Feit

(See above for address)
ATTORNEY TO BE NOTICED

Movant

Samuel Bagenstos

represented by **Andrea Likwornik Weiss**
(See above for address)
ATTORNEY TO BE NOTICED

Gregory Phillip Feit

(See above for address)
ATTORNEY TO BE NOTICED

Movant

Cary Coglianese

represented by **Andrea Likwornik Weiss**
(See above for address)
ATTORNEY TO BE NOTICED

Gregory Phillip Feit

(See above for address)
ATTORNEY TO BE NOTICED

Movant

Zachary D. Clopton

represented by **Andrea Likwornik Weiss**
(See above for address)
ATTORNEY TO BE NOTICED

Gregory Phillip Feit

(See above for address)

ATTORNEY TO BE NOTICED

Movant

Seth Davis

represented by **Andrea Likwornik Weiss**
(See above for address)
ATTORNEY TO BE NOTICED

Gregory Phillip Feit
(See above for address)
ATTORNEY TO BE NOTICED

Movant

Michael C. Dorf

represented by **Andrea Likwornik Weiss**
(See above for address)
ATTORNEY TO BE NOTICED

Gregory Phillip Feit
(See above for address)
ATTORNEY TO BE NOTICED

Movant

Daniel Farber

represented by **Andrea Likwornik Weiss**
(See above for address)
ATTORNEY TO BE NOTICED

Gregory Phillip Feit
(See above for address)
ATTORNEY TO BE NOTICED

Movant

Martha A. Field

represented by **Andrea Likwornik Weiss**
(See above for address)
ATTORNEY TO BE NOTICED

Gregory Phillip Feit
(See above for address)
ATTORNEY TO BE NOTICED

Movant

Daniel Hemel

represented by **Andrea Likwornik Weiss**
(See above for address)
ATTORNEY TO BE NOTICED

Gregory Phillip Feit
(See above for address)
ATTORNEY TO BE NOTICED

Movant

Pamela S. Karlan

represented by **Andrea Likwornik Weiss**
(See above for address)
ATTORNEY TO BE NOTICED

Gregory Phillip Feit
(See above for address)
ATTORNEY TO BE NOTICED

Movant

Leah Litman

represented by **Andrea Likwornik Weiss**
(See above for address)
ATTORNEY TO BE NOTICED

Gregory Phillip Feit
(See above for address)
ATTORNEY TO BE NOTICED

Movant

Jenny S. Martinez

represented by **Andrea Likwornik Weiss**
(See above for address)
ATTORNEY TO BE NOTICED

Gregory Phillip Feit
(See above for address)
ATTORNEY TO BE NOTICED

Movant

Jonathan S. Masur

represented by **Andrea Likwornik Weiss**
(See above for address)
ATTORNEY TO BE NOTICED

Gregory Phillip Feit
(See above for address)
ATTORNEY TO BE NOTICED

Movant

Jon D. Michaels

represented by **Andrea Likwornik Weiss**
(See above for address)
ATTORNEY TO BE NOTICED

Gregory Phillip Feit
(See above for address)
ATTORNEY TO BE NOTICED

Movant

Richard Primus

represented by **Andrea Likwornik Weiss**
(See above for address)
ATTORNEY TO BE NOTICED

Gregory Phillip Feit
(See above for address)
ATTORNEY TO BE NOTICED

Movant

Eli Savit

represented by **Andrea Likwornik Weiss**
(See above for address)
ATTORNEY TO BE NOTICED

Gregory Phillip Feit
(See above for address)
ATTORNEY TO BE NOTICED

Movant

Peter M. Shane

represented by **Andrea Likwornik Weiss**
(See above for address)
ATTORNEY TO BE NOTICED

Gregory Phillip Feit
(See above for address)
ATTORNEY TO BE NOTICED

Movant

Scott J. Shapiro

represented by **Andrea Likwornik Weiss**
(See above for address)

ATTORNEY TO BE NOTICED

Gregory Phillip Feit
(See above for address)
ATTORNEY TO BE NOTICED

Movant

David C. Vladeck

represented by **Andrea Likwornik Weiss**
(See above for address)
ATTORNEY TO BE NOTICED

Gregory Phillip Feit
(See above for address)
ATTORNEY TO BE NOTICED

Movant

Brian Wolfman

represented by **Andrea Likwornik Weiss**
(See above for address)
ATTORNEY TO BE NOTICED

Gregory Phillip Feit
(See above for address)
ATTORNEY TO BE NOTICED

V.

Defendant

Donald J. Trump
*in his official capacity as President of the
United States of America*

represented by **Jean Lin**
U.S. Dep't of Justice, Civil Div
20 Massachusetts Ave., N.W., 7th Fl.
Washington, DC 20530
202 514-3716
Fax: (202) 616-8470
Email: jean.lin@usdoj.gov
LEAD ATTORNEY
ATTORNEY TO BE NOTICED

Brett Shumate
U.S. Department of Justice
950 Pennsylvania Avenue, NW
Washington, DC 20530
(202)-514-2331
Email: brett.a.shumate@usdoj.gov

James R. Powers
U.S. Department of Justice
20 Massachusetts Ave., Nw
Washington, DC 20530
(202)-353-0543
Email: james.r.powers@usdoj.gov
ATTORNEY TO BE NOTICED

Amicus

Scholar Seth Barrett Tillman

represented by **Robert William Ray**
Thompson & Knight, LLP (NYC)
900 Third Avenue
New York, NY 10022-3915
212-751-3001
Fax: 212-999-9037
Email: Robert.Ray@tklaw.com
ATTORNEY TO BE NOTICED

Amicus

Sarah P Chayes

represented by **Iann M. Maazel**
Emery Celli Brinckerhoff & Abady, LLP
600 Fifth Avenue 10th Floor
New York, NY 10020
212-763-5000
Fax: 212-763-5001
Email: imaazel@ecbalaw.com
LEAD ATTORNEY
ATTORNEY TO BE NOTICED

Emma Lerner Freeman
Emery Celli Brinckerhoff & Abady LLP
600 Fifth Avenue
New York, NY 10020
(212)-763-5000
Fax: (212)-763-5001
Email: efreeman@ecbalaw.com
ATTORNEY TO BE NOTICED

Amicus

Senator Richard Blumenthal

represented by **David H. Gans**
Constitutional Accountability Center
1200 18th Street, Nw, Suite 501
Washington, DC 20036
202-296-6889 x307
Fax: (202)-296-6985
Email: david@theusconstitution.org
LEAD ATTORNEY
ATTORNEY TO BE NOTICED

Amicus

Representative John Conyers, Jr.

represented by **David H. Gans**
(See above for address)
LEAD ATTORNEY
ATTORNEY TO BE NOTICED

Amicus

Former Government Ethics Officers

represented by **Tejinder Singh**
Goldstein & Russell, P.C.
7475 Wisconsin Ave, Suite 850
Bethesda, MD 20814
202-362-0636
Fax: 866-574-2033
Email: tsingh@goldsteinrussell.com
LEAD ATTORNEY
ATTORNEY TO BE NOTICED

Amicus

Legal Historians

represented by **Daniel John Walker**
Berger & Montague, P.C.
1622 Locust Street
Philadelphia, PA 19103
(215) 875-3000
Fax: (215) 875-4604
Email: dwalker@bm.net
ATTORNEY TO BE NOTICED

Amicus

Judicial Education Project

Date Filed	#	Docket Text
01/23/2017	<u>1</u>	COMPLAINT against Donald J. Trump. (Filing Fee \$ 400.00, Receipt Number 0208-13224937) Document filed by Citizens for Responsibility and Ethics in Washington.(Spurlock, Matthew) (Entered: 01/23/2017)
01/23/2017	<u>2</u>	CIVIL COVER SHEET filed. (Spurlock, Matthew) (Entered: 01/23/2017)
01/23/2017	<u>3</u>	RULE 7.1 CORPORATE DISCLOSURE STATEMENT. No Corporate Parent. Document filed by Citizens for Responsibility and Ethics in Washington.(Spurlock, Matthew) (Entered: 01/23/2017)
01/23/2017	<u>4</u>	FILING ERROR – DEFICIENT PLEADING – SUMMONS REQUEST PDF ERROR – REQUEST FOR ISSUANCE OF SUMMONS as to Attorney General of the United States, re: <u>1</u> Complaint. Document filed by Citizens for Responsibility and Ethics in Washington. (Spurlock, Matthew) Modified on 1/23/2017 (laq). (Entered: 01/23/2017)
01/23/2017		CASE OPENING INITIAL ASSIGNMENT NOTICE: The above–entitled action is assigned to Judge Ronnie Abrams. Please download and review the Individual Practices of the assigned District Judge, located at http://nysd.uscourts.gov/judges/District . Attorneys are responsible for providing courtesy copies to judges where their Individual Practices require such. Please download and review the ECF Rules and Instructions, located at http://nysd.uscourts.gov/ecf_filing.php . (laq) (Entered: 01/23/2017)
01/23/2017		Magistrate Judge James C. Francis IV is so designated. (laq) (Entered: 01/23/2017)
01/23/2017		Case Designated ECF. (laq) (Entered: 01/23/2017)
01/23/2017	<u>5</u>	REQUEST FOR ISSUANCE OF SUMMONS as to Donald J. Trump, re: <u>1</u> Complaint. Document filed by Citizens for Responsibility and Ethics in Washington. (Spurlock, Matthew) (Entered: 01/23/2017)
01/23/2017		***NOTICE TO ATTORNEY REGARDING DEFICIENT REQUEST FOR ISSUANCE OF SUMMONS. Notice to Attorney to RE–FILE Document No. <u>4</u> Request for Issuance of Summons. The filing is deficient for the following reason(s): the defendant must be named on the summons form to be issued;. Re–file the document using the event type Request for Issuance of Summons found under the event list Service of Process – select the correct filer/filers – and attach the correct summons form PDF. (laq) (Entered: 01/23/2017)
01/23/2017	<u>6</u>	ELECTRONIC SUMMONS ISSUED as to Donald J. Trump. (laq) (laq). (Entered: 01/23/2017)
01/23/2017	<u>7</u>	ORDER: This case has been assigned to me for all purposes. Within two weeks of service of the Summons and Complaint, the parties shall submit a joint letter advising the Court of any contemplated motions, proposing a briefing schedule with respect thereto, and providing any additional information the parties believe may assist the Court in adjudicating the matter. Plaintiff is ordered to serve Defendant with a copy of this Order and to file an affidavit on the Court's Electronic Case Filing (ECF) system certifying that such service has been effectuated. (Signed by Judge Ronnie Abrams on 1/23/2017) (cf) (Entered: 01/23/2017)
01/23/2017	<u>8</u>	NOTICE OF APPEARANCE by Jean Lin on behalf of Donald J. Trump. (Lin, Jean) (Entered: 01/23/2017)
01/24/2017	<u>9</u>	NOTICE OF APPEARANCE by Matthew Douglas Spurlock on behalf of Citizens for Responsibility and Ethics in Washington. (Spurlock, Matthew) (Entered: 01/24/2017)
02/09/2017	<u>10</u>	MOTION for Joseph M. Sellers to Appear Pro Hac Vice . Filing fee \$ 200.00, receipt number 0208-13296555. Motion and supporting papers to be reviewed by Clerk's Office staff. Document filed by Citizens for Responsibility and Ethics in Washington. (Attachments: # <u>1</u> Affidavit Declaration of J.Sellers, # <u>2</u> Exhibit Certificate of Good Standing, # <u>3</u> Text of Proposed Order Proposed Order)(Sellers, Joseph) (Entered: 02/09/2017)

02/10/2017		>>>NOTICE REGARDING PRO HAC VICE MOTION. Regarding Document No. <u>10</u> MOTION for Joseph M. Sellers to Appear Pro Hac Vice . Filing fee \$ 200.00, receipt number 0208-13296555. Motion and supporting papers to be reviewed by Clerk's Office staff.. The document has been reviewed and there are no deficiencies. (bcu) (Entered: 02/10/2017)
02/10/2017	<u>11</u>	ORDER granting <u>10</u> Motion for Joseph M. Sellers to Appear Pro Hac Vice (HEREBY ORDERED by Judge Ronnie Abrams)(Text Only Order) (Abrams, Ronnie) (Entered: 02/10/2017)
02/14/2017	<u>12</u>	MOTION for Deepak Gupta to Appear Pro Hac Vice . Filing fee \$ 200.00, receipt number 0208-13313768. Motion and supporting papers to be reviewed by Clerk's Office staff. Document filed by Citizens for Responsibility and Ethics in Washington. (Attachments: # <u>1</u> Affidavit, # <u>2</u> Exhibit, # <u>3</u> Text of Proposed Order)(Gupta, Deepak) (Entered: 02/14/2017)
02/14/2017		>>>NOTICE REGARDING PRO HAC VICE MOTION. Regarding Document No. <u>12</u> MOTION for Deepak Gupta to Appear Pro Hac Vice . Filing fee \$ 200.00, receipt number 0208-13313768. Motion and supporting papers to be reviewed by Clerk's Office staff.. The document has been reviewed and there are no deficiencies. (bcu) (Entered: 02/14/2017)
02/14/2017	<u>13</u>	NOTICE OF APPEARANCE OF PRO BONO COUNSEL by Robert Abraham Braun on behalf of Citizens for Responsibility and Ethics in Washington (Braun, Robert) (Entered: 02/14/2017)
02/14/2017	<u>14</u>	AFFIDAVIT OF SERVICE of Summons and Complaint. Donald J. Trump served on 2/3/2017, answer due 4/4/2017. Service was made by Mail. Document filed by Citizens for Responsibility and Ethics in Washington. (Attachments: # <u>1</u> Receipt - US Attorney, # <u>2</u> Receipt - Defendant Donald J. Trump, # <u>3</u> Receipt - Attorney General)(Spurlock, Matthew) (Entered: 02/14/2017)
02/15/2017	<u>15</u>	ORDER granting <u>12</u> Motion for Deepak Gupta to Appear Pro Hac Vice (HEREBY ORDERED by Judge Ronnie Abrams)(Text Only Order) (Abrams, Ronnie) (Entered: 02/15/2017)
02/16/2017	<u>16</u>	MOTION for Daniel A. Small to Appear Pro Hac Vice . Filing fee \$ 200.00, receipt number 0208-13323914. Motion and supporting papers to be reviewed by Clerk's Office staff. Document filed by Citizens for Responsibility and Ethics in Washington. (Attachments: # <u>1</u> Supplement Certificate of Good Standing re Motion for Admission PHV for Daniel Small, # <u>2</u> Affidavit Affidavit of Daniel Small re Motion to Admit PHV, # <u>3</u> Text of Proposed Order Proposed Order re Daniel Small Motion for Admittance PHV)(Small, Daniel) (Entered: 02/16/2017)
02/16/2017		>>>NOTICE REGARDING PRO HAC VICE MOTION. Regarding Document No. <u>16</u> MOTION for Daniel A. Small to Appear Pro Hac Vice . Filing fee \$ 200.00, receipt number 0208-13323914. Motion and supporting papers to be reviewed by Clerk's Office staff.. The document has been reviewed and there are no deficiencies. (bcu) (Entered: 02/16/2017)
02/17/2017	<u>17</u>	ORDER granting <u>16</u> Motion for Daniel A. Small to Appear Pro Hac Vice (HEREBY ORDERED by Judge Ronnie Abrams)(Text Only Order) (Abrams, Ronnie) (Entered: 02/17/2017)
02/17/2017	<u>18</u>	JOINT LETTER addressed to Judge Ronnie Abrams from Jean Lin dated February 17, 2017 re: Joint Proposed Schedule. Document filed by Donald J. Trump.(Lin, Jean) (Entered: 02/17/2017)
02/17/2017	<u>19</u>	MEMO ENDORSEMENT on re: <u>18</u> Letter filed by Donald J. Trump. ENDORSEMENT: SO ORDERED. Donald J. Trump answer due 4/21/2017. (Motions due by 4/21/2017., Responses due by 6/2/2017, Replies due by 6/30/2017.) (Signed by Judge Ronnie Abrams on 2/17/2017) (cf) (Entered: 02/17/2017)
02/27/2017	<u>20</u>	BRIEF AMICUS CURIAE OF MARK RICHARDS IN SUPPORT OF DEFENDANT. (sc) (Entered: 02/28/2017)
04/10/2017	<u>21</u>	NOTICE OF CHANGE OF ADDRESS by Deepak Gupta on behalf of Citizens for Responsibility and Ethics in Washington. New Address: Gupta Wessler PLLC, 1735

		20th Street, NW, Washington, DC, USA 20009, (202) 888-1741. (Gupta, Deepak) (Entered: 04/10/2017)
04/18/2017	<u>22</u>	FIRST AMENDED COMPLAINT amending <u>1</u> Complaint against Donald J. Trump.Document filed by Citizens for Responsibility and Ethics in Washington, Restaurant Opportunities Centers (ROC) United, Inc., Jill Phaneuf. Related document: <u>1</u> Complaint filed by Citizens for Responsibility and Ethics in Washington.(Gupta, Deepak) (Entered: 04/18/2017)
04/18/2017	<u>23</u>	CONSENT LETTER MOTION for Leave to File First Amended Complaint addressed to Judge Ronnie Abrams from Deepak Gupta dated 04/18/2017. Document filed by Citizens for Responsibility and Ethics in Washington, Jill Phaneuf, Restaurant Opportunities Centers (ROC) United, Inc..(Gupta, Deepak) (Entered: 04/18/2017)
04/18/2017	<u>24</u>	ORDER granting <u>23</u> Letter Motion for Leave to File Document. APPLICATION GRANTED. (Signed by Judge Ronnie Abrams on 4/18/2017) (cf) (Entered: 04/18/2017)
04/19/2017	<u>25</u>	JOINT LETTER MOTION for Extension of Time for <i>Briefing of Dispositive Motion</i> addressed to Judge Ronnie Abrams from Jean Lin dated April 19, 2017. Document filed by Donald J. Trump.(Lin, Jean) (Entered: 04/19/2017)
04/19/2017	<u>26</u>	ORDER: granting <u>25</u> Letter Motion for Extension of Time. Motions due by 6/2/2017. Response due by 7/14/2017. Reply due by 8/11/2017. (Signed by Judge Ronnie Abrams on 4/19/2017) (ap) (Entered: 04/19/2017)
04/19/2017		Set/Reset Deadlines: Responses due by 7/14/2017. Replies due by 8/11/2017. (ap) (Entered: 04/19/2017)
05/10/2017	<u>27</u>	LETTER MOTION for Leave to File Second Amended Complaint addressed to Judge Ronnie Abrams from Joseph M. Sellers and Jean Lin dated 05/10/2017., LETTER MOTION for Extension of Time to File <i>Defendant's Dispositive Motion</i> addressed to Judge Ronnie Abrams from Joseph M. Sellers and Jean Lin dated 05/10/2017. Document filed by Citizens for Responsibility and Ethics in Washington, Jill Phaneuf, Restaurant Opportunities Centers (ROC) United, Inc..(Gupta, Deepak) (Entered: 05/10/2017)
05/10/2017	<u>28</u>	SECOND AMENDED COMPLAINT amending <u>22</u> Amended Complaint, against Donald J. Trump.Document filed by Jill Phaneuf, Restaurant Opportunities Centers (ROC) United, Inc., Citizens for Responsibility and Ethics in Washington, Eric Goode. Related document: <u>22</u> Amended Complaint, filed by Restaurant Opportunities Centers (ROC) United, Inc., Citizens for Responsibility and Ethics in Washington, Jill Phaneuf.(Gupta, Deepak) (Entered: 05/10/2017)
05/10/2017	<u>29</u>	ORDER granting <u>27</u> Letter Motion for Leave to File Document; granting <u>27</u> Letter Motion for Extension of Time to File Amended Complaint. APPLICATION GRANTED. (Signed by Judge Ronnie Abrams on 5/10/2017) (cf) (Entered: 05/11/2017)
05/10/2017		Set/Reset Deadlines: Motions due by 6/9/2017. Responses due by 7/14/2017 Replies due by 8/11/2017. (cf) (Entered: 05/11/2017)
05/31/2017	<u>30</u>	CONSENT LETTER MOTION for Leave to File Excess Pages addressed to Judge Ronnie Abrams from Jean Lin dated May 31, 2017. Document filed by Donald J. Trump.(Lin, Jean) (Entered: 05/31/2017)
05/31/2017	<u>31</u>	ORDER granting <u>30</u> Letter Motion for Leave to File Excess Pages. Application granted. (Signed by Judge Ronnie Abrams on 5/31/2017) (ras) (Entered: 05/31/2017)
06/05/2017	<u>32</u>	NOTICE OF APPEARANCE by Jonathan Ellis Taylor on behalf of Citizens for Responsibility and Ethics in Washington, Eric Goode, Jill Phaneuf, Restaurant Opportunities Centers (ROC) United, Inc.. (Taylor, Jonathan) (Entered: 06/05/2017)
06/09/2017	<u>33</u>	NOTICE OF APPEARANCE by James R. Powers on behalf of Donald J. Trump. (Powers, James) (Entered: 06/09/2017)
06/09/2017	<u>34</u>	MOTION to Dismiss for <i>Lack of Jurisdiction and for Failure to State a Claim</i> . Document filed by Donald J. Trump. Responses due by 7/14/2017(Lin, Jean) (Entered: 06/09/2017)

06/09/2017	<u>35</u>	MEMORANDUM OF LAW in Support re: <u>34</u> MOTION to Dismiss <i>for Lack of Jurisdiction and for Failure to State a Claim.</i> . Document filed by Donald J. Trump. (Lin, Jean) (Entered: 06/09/2017)
06/16/2017	<u>36</u>	FILING ERROR – DEFICIENT DOCKET ENTRY – MOTION for Joshua Michael Blackman to Appear Pro Hac Vice . Filing fee \$ 200.00, receipt number 0208–13792657. Motion and supporting papers to be reviewed by Clerk's Office staff. Document filed by Scholar Seth Barrett Tillman. (Attachments: # <u>1</u> Declaration, # <u>2</u> Certificate of Good Standing, # <u>3</u> Text of Proposed Order)(Ray, Robert) Modified on 6/16/2017 (ma). (Entered: 06/16/2017)
06/16/2017		>>>NOTICE REGARDING DEFICIENT MOTION TO APPEAR PRO HAC VICE. Notice to RE–FILE Document No. <u>36</u> MOTION for Joshua Michael Blackman to Appear Pro Hac Vice . Filing fee \$ 200.00, receipt number 0208–13792657. Motion and supporting papers to be reviewed by Clerk's Office staff... The filing is deficient for the following reason(s): expired Certificate of Good Standing from VIRGINIA.;. Re–file the motion as a Motion to Appear Pro Hac Vice – attach the correct signed PDF – select the correct named filer/filers – attach valid Certificates of Good Standing issued within the past 30 days – attach Proposed Order.. (ma) (Entered: 06/16/2017)
06/16/2017	<u>37</u>	MOTION for Leave to File Amicus Curiae Brief . Document filed by Scholar Seth Barrett Tillman. (Attachments: # <u>1</u> Exhibit – Brief for Scholar Seth Barrett Tillman as Amicus Curiae in Support of the Defendant)(Ray, Robert) (Entered: 06/16/2017)
06/27/2017	<u>38</u>	FILING ERROR – DEFICIENT DOCKET ENTRY – MOTION for Joshua Michael Blackman to Appear Pro Hac Vice . Motion and supporting papers to be reviewed by Clerk's Office staff. Document filed by Scholar Seth Barrett Tillman. (Attachments: # <u>1</u> Declaration, # <u>2</u> Certificate of Good Standing, # <u>3</u> Text of Proposed Order)(Ray, Robert) Modified on 6/27/2017 (wb). (Entered: 06/27/2017)
06/27/2017		>>>NOTICE REGARDING DEFICIENT MOTION TO APPEAR PRO HAC VICE. Notice to RE–FILE Document No. <u>38</u> MOTION for Joshua Michael Blackman to Appear Pro Hac Vice . Motion and supporting papers to be reviewed by Clerk's Office staff... The filing is deficient for the following reason(s): missing Certificate of Good Standing from Supreme Court of Virginia.;. Re–file the motion as a Motion to Appear Pro Hac Vice – attach the correct signed PDF – select the correct named filer/filers – attach valid Certificates of Good Standing issued within the past 30 days – attach Proposed Order.. (wb) (Entered: 06/27/2017)
06/28/2017	<u>39</u>	ORDER granting <u>37</u> Letter Motion for Leave to File Document. The letter motion seeking leave to file brief of scholar Seth Barrett Tillman as amicus curiae in support of Defendant is granted. (Signed by Judge Ronnie Abrams on 6/28/2017) (cf) (Entered: 06/28/2017)
06/30/2017	<u>40</u>	JOINT LETTER MOTION for Extension of Time to File Response/Reply to <i>Motion to Dismiss</i> addressed to Judge Ronnie Abrams from Joseph Sellers and Jean Lin dated June 30, 2017., JOINT LETTER MOTION for Leave to File Excess Pages to <i>Response/Reply to Motion to Dismiss</i> addressed to Judge Ronnie Abrams from Joseph Sellers and Jean Lin dated June 30, 2017. Document filed by Citizens for Responsibility and Ethics in Washington, Eric Goode, Jill Phaneuf, Restaurant Opportunities Centers (ROC) United, Inc..(Sellers, Joseph) (Entered: 06/30/2017)
06/30/2017	<u>41</u>	NOTICE OF CHANGE OF ADDRESS by Deepak Gupta on behalf of Citizens for Responsibility and Ethics in Washington, Eric Goode, Jill Phaneuf, Restaurant Opportunities Centers (ROC) United, Inc.. New Address: Gupta Wessler PLLC, 1900 L Street, NW, Suite 312, Washington, DC, USA 20036, (202) 888–1741. (Gupta, Deepak) (Entered: 06/30/2017)
06/30/2017	<u>42</u>	NOTICE OF CHANGE OF ADDRESS by Jonathan Ellis Taylor on behalf of Citizens for Responsibility and Ethics in Washington, Eric Goode, Jill Phaneuf, Restaurant Opportunities Centers (ROC) United, Inc.. New Address: Gupta Wessler PLLC, 1900 L Street, NW, Suite 312, Washington, DC, USA 20036, (202) 888–1741. (Taylor, Jonathan) (Entered: 06/30/2017)

07/05/2017	<u>43</u>	MOTION for Joshua Michael Blackman to Appear Pro Hac Vice . Motion and supporting papers to be reviewed by Clerk's Office staff. Document filed by Scholar Seth Barrett Tillman. (Attachments: # <u>1</u> Declaration, # <u>2</u> Certificate of Good Standing, # <u>3</u> Text of Proposed Order)(Ray, Robert) (Entered: 07/05/2017)
07/05/2017		>>>NOTICE REGARDING PRO HAC VICE MOTION. Regarding Document No. <u>43</u> MOTION for Joshua Michael Blackman to Appear Pro Hac Vice . Motion and supporting papers to be reviewed by Clerk's Office staff.. The document has been reviewed and there are no deficiencies. (wb) (Entered: 07/05/2017)
07/05/2017	<u>44</u>	ORDER granting in part and denying in part <u>40</u> Letter Motion for Extension of Time to File Response/Reply; granting in part and denying in part <u>40</u> Letter Motion for Leave to File Excess Pages. The parties' request is granted in part. Plaintiffs' Response to Defendant's Motion to Dismiss is due on August 4, 2017. Defendant's Reply is due on September 11, 2017. No further adjournments will be granted absent good cause. The parties' proposals with respect to page limits are approved. (Responses due by 8/4/2017, Replies due by 9/11/2017.) (Signed by Judge Ronnie Abrams on 7/5/2017) (cf) (Entered: 07/05/2017)
07/06/2017	45	ORDER granting <u>43</u> Motion for Joshua Michael Blackman to Appear Pro Hac Vice (HEREBY ORDERED by Judge Ronnie Abrams)(Text Only Order) (Abrams, Ronnie) (Entered: 07/06/2017)
07/06/2017	<u>46</u>	CONSENT LETTER MOTION for Extension of Time <i>and for Reconsideration of the Court's July 5, 2017 Order</i> addressed to Judge Ronnie Abrams from Jean Lin dated July 6, 2017. Document filed by Donald J. Trump.(Lin, Jean) (Entered: 07/06/2017)
07/07/2017	<u>47</u>	ORDER granting <u>46</u> Letter Motion for Extension of Time. In light of the parties' agreement and the factors noted below, the Government's application is granted. (Signed by Judge Ronnie Abrams on 7/7/2017) (cf) (Entered: 07/07/2017)
07/07/2017		Set/Reset Deadlines: Replies due by 9/22/2017. (cf) (Entered: 07/07/2017)
07/07/2017		***DELETED DOCUMENT. Deleted document number <u>48</u> MEMO ENDORSEMENT. The document was incorrectly filed in this case. (ap) (Entered: 07/07/2017)
07/11/2017		NOTICE OF CASE REASSIGNMENT to Judge George B. Daniels. Judge Ronnie Abrams is no longer assigned to the case. (ma) (Entered: 07/11/2017)
08/04/2017	<u>48</u>	DECLARATION of Deepak Gupta in Opposition re: <u>34</u> MOTION to Dismiss <i>for Lack of Jurisdiction and for Failure to State a Claim</i> .. Document filed by Citizens for Responsibility and Ethics in Washington, Eric Goode, Jill Phaneuf, Restaurant Opportunities Centers (ROC) United, Inc.. (Attachments: # <u>1</u> Exhibit Part 1 (Definition of Emolument), # <u>2</u> Exhibit Part 2 (Definition of Emolument), # <u>3</u> Exhibit Part (Definition of Emolument), # <u>4</u> Exhibit Part 4 (Definition of Emolument), # <u>5</u> Exhibit Part 5 (Definition of Emolument), # <u>6</u> Exhibit Part (Definition of Emolument), # <u>7</u> Exhibit Part 7 (Definition of Emolument), # <u>8</u> Exhibit Part 8 (Definition of Emolument), # <u>9</u> Exhibit Part 9 (Definition of Emolument), # <u>10</u> Exhibit Part 10 (Definition of Emolument), # <u>11</u> Exhibit Part 11 (Definition of Emolument))(Gupta, Deepak) (Entered: 08/04/2017)
08/04/2017	<u>49</u>	DECLARATION of Thomas Colicchio in Opposition re: <u>34</u> MOTION to Dismiss <i>for Lack of Jurisdiction and for Failure to State a Claim</i> .. Document filed by Citizens for Responsibility and Ethics in Washington, Eric Goode, Jill Phaneuf, Restaurant Opportunities Centers (ROC) United, Inc.. (Gupta, Deepak) (Entered: 08/04/2017)
08/04/2017	<u>50</u>	DECLARATION of Saru Jayaraman in Opposition re: <u>34</u> MOTION to Dismiss <i>for Lack of Jurisdiction and for Failure to State a Claim</i> .. Document filed by Citizens for Responsibility and Ethics in Washington, Eric Goode, Jill Phaneuf, Restaurant Opportunities Centers (ROC) United, Inc.. (Gupta, Deepak) (Entered: 08/04/2017)
08/04/2017	<u>51</u>	DECLARATION of James Mallios in Opposition re: <u>34</u> MOTION to Dismiss <i>for Lack of Jurisdiction and for Failure to State a Claim</i> .. Document filed by Citizens for Responsibility and Ethics in Washington, Eric Goode, Jill Phaneuf, Restaurant Opportunities Centers (ROC) United, Inc.. (Gupta, Deepak) (Entered: 08/04/2017)

08/04/2017	<u>52</u>	DECLARATION of Eric Goode in Opposition re: <u>34</u> MOTION to Dismiss <i>for Lack of Jurisdiction and for Failure to State a Claim.</i> .. Document filed by Citizens for Responsibility and Ethics in Washington, Eric Goode, Jill Phaneuf, Restaurant Opportunities Centers (ROC) United, Inc.. (Gupta, Deepak) (Entered: 08/04/2017)
08/04/2017	<u>53</u>	DECLARATION of Jill Phaneuf in Opposition re: <u>34</u> MOTION to Dismiss <i>for Lack of Jurisdiction and for Failure to State a Claim.</i> .. Document filed by Citizens for Responsibility and Ethics in Washington, Eric Goode, Jill Phaneuf, Restaurant Opportunities Centers (ROC) United, Inc.. (Gupta, Deepak) (Entered: 08/04/2017)
08/04/2017	<u>54</u>	DECLARATION of Christopher C. Muller, Ph.D. in Opposition re: <u>34</u> MOTION to Dismiss <i>for Lack of Jurisdiction and for Failure to State a Claim.</i> .. Document filed by Citizens for Responsibility and Ethics in Washington, Eric Goode, Jill Phaneuf, Restaurant Opportunities Centers (ROC) United, Inc.. (Gupta, Deepak) (Entered: 08/04/2017)
08/04/2017	<u>55</u>	FILING ERROR – DEFICIENT DOCKET ENTRY (SEE <u>58</u> Declaration) – DECLARATION of Rachel J. Roginsky, ISHC in Opposition re: <u>34</u> MOTION to Dismiss <i>for Lack of Jurisdiction and for Failure to State a Claim.</i> .. Document filed by Citizens for Responsibility and Ethics in Washington, Eric Goode, Jill Phaneuf, Restaurant Opportunities Centers (ROC) United, Inc.. (Gupta, Deepak) Modified on 8/7/2017 (db). (Entered: 08/04/2017)
08/04/2017	<u>56</u>	FILING ERROR – DEFICIENT DOCKET ENTRY (SEE <u>57</u> Declaration) – MEMORANDUM OF LAW in Opposition re: <u>34</u> MOTION to Dismiss <i>for Lack of Jurisdiction and for Failure to State a Claim.</i> . Document filed by Citizens for Responsibility and Ethics in Washington, Eric Goode, Jill Phaneuf, Restaurant Opportunities Centers (ROC) United, Inc.. (Gupta, Deepak) Modified on 8/7/2017 (db). (Entered: 08/04/2017)
08/04/2017	<u>57</u>	MEMORANDUM OF LAW in Opposition re: <u>34</u> MOTION to Dismiss <i>for Lack of Jurisdiction and for Failure to State a Claim.</i> CORRECTED COPY. Document filed by Citizens for Responsibility and Ethics in Washington, Eric Goode, Jill Phaneuf, Restaurant Opportunities Centers (ROC) United, Inc.. (Gupta, Deepak) (Entered: 08/04/2017)
08/05/2017	<u>58</u>	DECLARATION of Rachel J. Roginsky, ISHC in Opposition re: <u>34</u> MOTION to Dismiss <i>for Lack of Jurisdiction and for Failure to State a Claim.</i> .. Document filed by Citizens for Responsibility and Ethics in Washington, Eric Goode, Jill Phaneuf, Restaurant Opportunities Centers (ROC) United, Inc.. (Gupta, Deepak) (Entered: 08/05/2017)
08/09/2017	<u>59</u>	ORDER: Oral argument on Defendant's motion to dismiss filed in the above–reference action is scheduled for October 18, 2017 at 10:30 a.m. (Oral Argument set for 10/18/2017 at 10:30 AM before Judge George B. Daniels.) (Signed by Judge George B. Daniels on 8/9/2017) (mro) (Entered: 08/09/2017)
08/11/2017	<u>60</u>	NOTICE OF APPEARANCE by Ilann M. Maazel on behalf of Sarah P Chayes. (Maazel, Ilann) (Entered: 08/11/2017)
08/11/2017	<u>61</u>	NOTICE OF APPEARANCE by Emma Lerner Freeman on behalf of Sarah P Chayes. (Freeman, Emma) (Entered: 08/11/2017)
08/11/2017	<u>62</u>	MOTION to File Amicus Brief of <i>Amica Curiae Sarah P. Chayes in Support of the Plaintiff.</i> Document filed by Sarah P Chayes. (Attachments: # <u>1</u> Exhibit Brief of Amica Curiae Sarah P. Chayes in Support of Plaintiffs)(Maazel, Ilann) (Entered: 08/11/2017)
08/11/2017	<u>63</u>	MOTION for Leave to File Amicus Brief of <i>Senator Richard Blumenthal and Representative John Conyers, Jr., as Amici Curiae in Support of Plaintiffs.</i> Document filed by Richard Blumenthal, John Conyers, Jr. (Attachments: # <u>1</u> Exhibit Brief of Senator Richard Blumenthal and Representative John Conyers, Jr., as Amici Curiae in Support of Plaintiffs)(Gans, David) (Entered: 08/11/2017)
08/11/2017	<u>64</u>	LETTER MOTION to File Amicus Brief of <i>Scholars of Administrative Law, Constitutional Law, and Federal Jurisdiction in Support of Plaintiffs</i> addressed to Judge George B. Daniels from Andrea Likwornik Weiss dated August 11, 2017. Document filed by Bruce Ackerman, Matthew D. Adler, Samuel Bagenstos, Cary

		Coglianesi, Zachary D. Clopton, Seth Davis, Michael C. Dorf, Daniel Farber, Martha A. Field, Daniel Hemel, Pamela S. Karlan, Leah Litman, Jenny S. Martinez, Jonathan S. Masur, Jon D. Michaels, Richard Primus, Eli Savit, Peter M. Shane, Scott J. Shapiro, David C. Vladeck, Brian Wolfman. (Attachments: # <u>1</u> Exhibit Brief of Amici Curiae)(Weiss, Andrea) (Entered: 08/11/2017)
08/11/2017	<u>65</u>	NOTICE OF APPEARANCE by Andrea Likwornik Weiss on behalf of Bruce Ackerman, Matthew D. Adler, Samuel Bagenstos, Zachary D. Clopton, Cary Coglianese, Seth Davis, Michael C. Dorf, Daniel Farber, Martha A. Field, Daniel Hemel, Pamela S. Karlan, Leah Litman, Jenny S. Martinez, Jonathan S. Masur, Jon D. Michaels, Richard Primus, Eli Savit, Peter M. Shane, Scott J. Shapiro, David C. Vladeck, Brian Wolfman. (Weiss, Andrea) (Entered: 08/11/2017)
08/11/2017	<u>66</u>	NOTICE OF APPEARANCE by Gregory Phillip Feit on behalf of Bruce Ackerman, Matthew D. Adler, Samuel Bagenstos, Zachary D. Clopton, Cary Coglianese, Seth Davis, Michael C. Dorf, Daniel Farber, Martha A. Field, Daniel Hemel, Pamela S. Karlan, Leah Litman, Jenny S. Martinez, Jonathan S. Masur, Jon D. Michaels, Richard Primus, Eli Savit, Peter M. Shane, Scott J. Shapiro, David C. Vladeck, Brian Wolfman. (Feit, Gregory) (Entered: 08/11/2017)
08/11/2017	<u>67</u>	NOTICE OF APPEARANCE by Tejinder Singh on behalf of Former Government Ethics Officers. (Singh, Tejinder) (Entered: 08/11/2017)
08/11/2017	<u>68</u>	NOTICE OF APPEARANCE by David H. Gans on behalf of Richard Blumenthal, John Conyers, Jr. (Gans, David) (Entered: 08/11/2017)
08/11/2017	<u>69</u>	NOTICE OF APPEARANCE by Daniel John Walker on behalf of Legal Historians. (Walker, Daniel) (Entered: 08/11/2017)
08/11/2017	<u>70</u>	MOTION for Leave to File Brief of Amicus Curiae By Certain Legal Historians on Behalf of Plaintiffs . Document filed by Legal Historians. (Attachments: # <u>1</u> Exhibit A, # <u>2</u> Certificate of Service, # <u>3</u> Text of Proposed Order)(Walker, Daniel) (Entered: 08/11/2017)
08/11/2017	<u>71</u>	MOTION to File Amicus Brief . Document filed by Former Government Ethics Officers. (Attachments: # <u>1</u> Exhibit Amicus brief, # <u>2</u> Certificate of Service)(Singh, Tejinder) (Entered: 08/11/2017)
08/15/2017	<u>72</u>	ORDER granting <u>71</u> Motion to File Amicus Brief: The Motion for Leave to file Brief of Amici Curiae by former government ethics officers in support of Plaintiffs' Opposition to Defendant's Motion to Dismiss is GRANTED. The Clerk of Court is directed to close the motion at ECF No. 71. (Signed by Judge George B. Daniels on 8/15/2017) (jwh) (Entered: 08/15/2017)
08/15/2017	<u>73</u>	ORDER granting <u>70</u> Motion for Leave to File Document: The Motion for Leave to file Brief of Amici Curiae by certain legal historians in support of Plaintiffs' Opposition to Defendant's Motion to Dismiss is GRANTED. The Clerk of Court is directed to close the motion at ECF No. 70. (Signed by Judge George B. Daniels on 8/15/2017) (jwh) (Entered: 08/15/2017)
08/15/2017	<u>74</u>	ORDER granting <u>64</u> Letter Motion to File Amicus Brief: The Motion for Leave to file Brief of Amici Curiae by scholars of administrative law, constitutional law, and federal jurisdiction in support of Plaintiffs' Opposition to Defendant's Motion to Dismiss is GRANTED. The Clerk of Court is directed to close the motion at ECF No. 64. (Signed by Judge George B. Daniels on 8/15/2017) (jwh) (Entered: 08/15/2017)
08/15/2017	<u>75</u>	ORDER: granting <u>63</u> Letter Motion for Leave to File Document. The Motion for Leave to file Brief of Amici Curiae by Senator Richard Blumenthal and Representative John Conyers, Jr. in support of Plaintiffs' Opposition to Defendant's Motion to Dismiss is GRANTED. The Clerk of Court is directed to close the motion at ECF No. 63. (Signed by Judge George B. Daniels on 8/15/2017) (ap) (Entered: 08/15/2017)
08/15/2017	<u>76</u>	ORDER granting <u>62</u> Motion to File Amicus Brief: The Motion for Leave to file Brief of Amicus Curiae by Sarah P. Cha yes in support of Plaintiffs' Opposition to Defendant's Motion to Dismiss is GRANTED. The Clerk of Court is directed to close the motion at ECF No. 62. (Signed by Judge George B. Daniels on 8/15/2017) (jwh) (Entered: 08/15/2017)

08/25/2017	<u>77</u>	NOTICE of Errata re: <u>54</u> Declaration in Opposition to Motion, <u>50</u> Declaration in Opposition to Motion, <u>52</u> Declaration in Opposition to Motion,. Document filed by Citizens for Responsibility and Ethics in Washington, Eric Goode, Jill Phaneuf, Restaurant Opportunities Centers (ROC) United, Inc.. (Attachments: # <u>1</u> Errata Corrected Declaration of Saru Jayaraman, # <u>2</u> Errata Corrected Declaration of Eric Goode, # <u>3</u> Errata Corrected Declaration of Christopher C. Muller)(Gupta, Deepak) (Entered: 08/25/2017)
08/25/2017	<u>78</u>	LETTER addressed to Judge George B. Daniels from Deepak Gupta dated 08/25/2017 re: Second Circuit's decision in Centro De Law v. Town of Oyster Bay. Document filed by Citizens for Responsibility and Ethics in Washington, Eric Goode, Jill Phaneuf, Restaurant Opportunities Centers (ROC) United, Inc.. (Attachments: # <u>1</u> Exhibit Second Circuit's Decision in Centro de Law v. Town of Oyster Bay)(Gupta, Deepak) (Entered: 08/25/2017)
08/31/2017	<u>79</u>	NOTICE OF APPEARANCE by George Fuad Farah on behalf of Citizens for Responsibility and Ethics in Washington, Eric Goode, Jill Phaneuf, Restaurant Opportunities Centers (ROC) United, Inc.. (Farah, George) (Entered: 08/31/2017)
09/18/2017	<u>80</u>	MOTION for Matthew Spurlock to Withdraw as Attorney . Document filed by Citizens for Responsibility and Ethics in Washington. Return Date set for 9/18/2017 at 04:00 PM.(Spurlock, Matthew) (Entered: 09/18/2017)
09/19/2017	<u>81</u>	MOTION for Carrie Severino to Appear Pro Hac Vice . Filing fee \$ 200.00, receipt number 0208-14145588. Motion and supporting papers to be reviewed by Clerk's Office staff. Document filed by Judicial Education Project. (Attachments: # <u>1</u> Declaration, # <u>2</u> Certificate of Good Standing, # <u>3</u> Text of Proposed Order)(Ray, Robert) (Entered: 09/19/2017)
09/19/2017	<u>82</u>	MOTION for Leave to Appear – <i>For Judicial Education Project to Appear and Join in the Amicus Brief previously filed on behalf of Tillman.</i> Document filed by Scholar Seth Barrett Tillman.(Ray, Robert) (Entered: 09/19/2017)
09/19/2017	<u>83</u>	MEMORANDUM OF LAW in Support re: <u>82</u> MOTION for Leave to Appear – <i>For Judicial Education Project to Appear and Join in the Amicus Brief previously filed on behalf of Tillman.</i> . Document filed by Scholar Seth Barrett Tillman. (Ray, Robert) (Entered: 09/19/2017)
09/19/2017	<u>84</u>	MOTION for Leave to File – <i>Motion of Scholar Seth Barrett Tillman and Judicial Education Project for Leave to file Response to Amici Curiae by Certain Legal Historians.</i> Document filed by Scholar Seth Barrett Tillman.(Ray, Robert) (Entered: 09/19/2017)
09/19/2017	<u>85</u>	MEMORANDUM OF LAW in Support re: <u>84</u> MOTION for Leave to File – <i>Motion of Scholar Seth Barrett Tillman and Judicial Education Project for Leave to file Response to Amici Curiae by Certain Legal Historians.</i> . Document filed by Scholar Seth Barrett Tillman. (Attachments: # <u>1</u> Exhibit 1, # <u>2</u> Exhibit A, # <u>3</u> Exhibit B, # <u>4</u> Exhibit C, # <u>5</u> Exhibit D, # <u>6</u> Exhibit E, # <u>7</u> Exhibit F, # <u>8</u> Exhibit G, # <u>9</u> Exhibit H, # <u>10</u> Exhibit I, # <u>11</u> Exhibit J, # <u>12</u> Exhibit K, # <u>13</u> Exhibit L, # <u>14</u> Exhibit M part 1, # <u>15</u> Exhibit M part 2, # <u>16</u> Exhibit M part 3, # <u>17</u> Exhibit M part 4, # <u>18</u> Exhibit M part 5, # <u>19</u> Exhibit M part 6, # <u>20</u> Exhibit M part 7, # <u>21</u> Exhibit M part 8, # <u>22</u> Exhibit M part 9, # <u>23</u> Exhibit N, # <u>24</u> Exhibit O, # <u>25</u> Exhibit P part 1, # <u>26</u> Exhibit P part 2, # <u>27</u> Exhibit P part 3, # <u>28</u> Exhibit P part 4, # <u>29</u> Exhibit Q, # <u>30</u> Exhibit R)(Ray, Robert) (Entered: 09/19/2017)
09/19/2017	<u>86</u>	MOTION of Amicus Curiae Scholar Seth Barrett Tillman and Proposed Amicus Curiae Judicial Education Project for Leave to be heard at Oral Arguments. Document filed by Scholar Seth Barrett Tillman.(Ray, Robert) (Entered: 09/19/2017)
09/19/2017	<u>87</u>	MEMORANDUM OF LAW in Support re: <u>86</u> MOTION of Amicus Curiae Scholar Seth Barrett Tillman and Proposed Amicus Curiae Judicial Education Project for Leave to be heard at Oral Arguments. . Document filed by Scholar Seth Barrett Tillman. (Ray, Robert) (Entered: 09/19/2017)
09/20/2017		>>>NOTICE REGARDING PRO HAC VICE MOTION. Regarding Document No. <u>81</u> MOTION for Carrie Severino to Appear Pro Hac Vice . Filing fee \$ 200.00, receipt number 0208-14145588. Motion and supporting papers to be reviewed by Clerk's Office staff.. The document has been reviewed and there are

		no deficiencies. (wb) (Entered: 09/20/2017)
09/20/2017	<u>88</u>	ORDER FOR ADMISSION PRO HAC VICE granting <u>81</u> Motion for Carrie Severino to Appear Pro Hac Vice. (Signed by Judge George B. Daniels on 9/20/2017) (jwh) (Entered: 09/20/2017)
09/20/2017	<u>89</u>	MEMO ENDORSEMENT granting <u>80</u> Motion to Withdraw as Attorney. ENDORSEMENT: SO ORDERED. (Attorney Matthew Douglas Spurlock terminated.) (Signed by Judge George B. Daniels on 9/20/2017) (jwh) (Entered: 09/20/2017)
09/21/2017	<u>91</u>	ORDER denying <u>84</u> Motion for Leave to File Document: The motion filed by amicus curiae Seth Barrett Tillman and Judicial Education Project ("JEP") for leave to respond to the brief of amici curiae by certain legal historians is DENIED. (Signed by Judge George B. Daniels on 9/21/2017) (jwh) (Entered: 09/21/2017)
09/21/2017		***DELETED DOCUMENT. Deleted document number 90 Order. The document was incorrectly filed in this case. (jwh) (Entered: 09/21/2017)
09/21/2017	<u>92</u>	ORDER granting <u>82</u> Motion for Leave to Appear and join in the amicus brief filed on Tillman's behalf: The motion filed by amicus curiae Seth Barrett Tillman and Judicial Education Project ("JEP") seeking leave for JEP to appear jointly with Tillman as amici curiae and for JEP to join in the amicus brief filed on Tillman's behalf is GRANTED. (Signed by Judge George B. Daniels on 9/21/2017) (jwh) (Entered: 09/21/2017)
09/21/2017	<u>93</u>	ORDER denying <u>86</u> Motion to be heard at Oral Argument: The motion filed by amicus curiae Seth Barrett Tillman and Judicial Education Project ("JEP") requesting leave to be heard at oral argument is DENIED. (Signed by Judge George B. Daniels on 9/21/2017) (jwh) (Entered: 09/21/2017)
09/22/2017	<u>94</u>	REPLY MEMORANDUM OF LAW in Support re: <u>34</u> MOTION to Dismiss <i>for Lack of Jurisdiction and for Failure to State a Claim.</i> . Document filed by Donald J. Trump. (Lin, Jean) (Entered: 09/22/2017)
09/27/2017	<u>95</u>	NOTICE OF APPEARANCE by Brett Shumate on behalf of Donald J. Trump. (Shumate, Brett) (Entered: 09/27/2017)
10/03/2017	<u>96</u>	LETTER addressed to Judge George B. Daniels from Daniel J. Walker dated October 3, 2017 re: Docket No. 70. Document filed by Legal Historians.(Walker, Daniel) (Entered: 10/03/2017)
10/07/2017	<u>97</u>	LETTER addressed to Judge George B. Daniels from Deepak Gupta dated 10/7/2017 re: Supplemental Authority (Report of Office of Congressional Ethics). Document filed by Citizens for Responsibility and Ethics in Washington, Eric Goode, Jill Phaneuf, Restaurant Opportunities Centers (ROC) United, Inc.. (Attachments: # <u>1</u> Office of Congressional Ethics Report)(Gupta, Deepak) (Entered: 10/07/2017)
10/18/2017		Minute Entry for proceedings held before Judge George B. Daniels: Oral Argument held on 10/18/2017 re: <u>34</u> MOTION to Dismiss <i>for Lack of Jurisdiction and for Failure to State a Claim.</i> filed by Donald J. Trump. Plaintiff Counsel: Deepak Gupta, Jonathan E. Taylor, Joshua Matz, Joseph M. Sellers, Daniel Townsend; Defense Counsel: Jean Lin, Brett Shumate Also Present: Norm Eisen, Noah Bookbinder, Zephyr Teachout, and Court Reporter present. (Vega, Elizabeth) (Entered: 10/18/2017)
10/25/2017	<u>98</u>	LETTER addressed to Judge George B. Daniels from Brett Shumate dated 10/25/2017 re: correcting misstatement made during Oct. 18, 2017, hearing. Document filed by Donald J. Trump.(Shumate, Brett) (Entered: 10/25/2017)
11/08/2017	<u>99</u>	TRANSCRIPT of Proceedings re: CONFERENCE held on 10/18/2017 before Judge George B. Daniels. Court Reporter/Transcriber: Alena Lynch, (212) 805-0300. Transcript may be viewed at the court public terminal or purchased through the Court Reporter/Transcriber before the deadline for Release of Transcript Restriction. After that date it may be obtained through PACER. Redaction Request due 11/29/2017. Redacted Transcript Deadline set for 12/11/2017. Release of Transcript Restriction set for 2/6/2018.(McGuirk, Kelly) (Entered: 11/08/2017)

11/08/2017	<u>100</u>	NOTICE OF FILING OF OFFICIAL TRANSCRIPT Notice is hereby given that an official transcript of a CONFERENCE proceeding held on 10/18/17 has been filed by the court reporter/transcriber in the above-captioned matter. The parties have seven (7) calendar days to file with the court a Notice of Intent to Request Redaction of this transcript. If no such Notice is filed, the transcript may be made remotely electronically available to the public without redaction after 90 calendar days...(McGuirk, Kelly) (Entered: 11/08/2017)
11/24/2017	<u>101</u>	LETTER addressed to Judge George B. Daniels from Jean Lin dated November 24, 2017 re: Post-hearing Development. Document filed by Donald J. Trump.(Lin, Jean) (Entered: 11/24/2017)
12/01/2017	<u>102</u>	LETTER addressed to Judge George B. Daniels from Deepak Gupta dated December 1, 2017 re: Defendant's Letter dated November 24, 2017 (Docket No. 101). Document filed by Citizens for Responsibility and Ethics in Washington, Eric Goode, Jill Phaneuf, Restaurant Opportunities Centers (ROC) United, Inc..(Gupta, Deepak) (Entered: 12/01/2017)
12/21/2017	<u>103</u>	MEMORANDUM DECISION AND ORDER. Defendant's motion to dismiss is GRANTED. Accordingly, Plaintiffs' claims and this case are DISMISSED. So ordered. Granting <u>34</u> Motion to Dismiss. (Signed by Judge George B. Daniels on 12/21/2017) (rjm) (Entered: 12/21/2017)
12/21/2017		Transmission to Judgments and Orders Clerk. Transmitted re: <u>103</u> Order on Motion to Dismiss to the Judgments and Orders Clerk. (rjm) (Entered: 12/21/2017)
12/21/2017	<u>104</u>	CLERK'S JUDGMENT: That for the reasons stated in the Court's Memorandum Decision and Order dated December 21, 2017, Defendant's motion to dismiss for lack of standing under Rule 12(b)(1) is granted; accordingly, Plaintiffs' claims and this case are dismissed. (Signed by Clerk of Court Ruby Krajick on 12/21/2017) (Attachments: # <u>1</u> Notice of Right to Appeal)(dt) (Entered: 12/21/2017)
12/21/2017		Terminate Transcript Deadlines (dt) (Entered: 12/21/2017)
02/16/2018	<u>105</u>	NOTICE OF APPEAL from <u>103</u> Order on Motion to Dismiss, <u>104</u> Clerk's Judgment,. Document filed by Citizens for Responsibility and Ethics in Washington, Eric Goode, Jill Phaneuf, Restaurant Opportunities Centers (ROC) United, Inc.. Filing fee \$ 505.00, receipt number 0208-14710868. Form C and Form D are due within 14 days to the Court of Appeals, Second Circuit. (Gupta, Deepak) (Entered: 02/16/2018)
02/16/2018		Transmission of Notice of Appeal and Certified Copy of Docket Sheet to US Court of Appeals re: <u>105</u> Notice of Appeal. (tp) (Entered: 02/16/2018)
02/16/2018		Appeal Record Sent to USCA (Electronic File). Certified Indexed record on Appeal Electronic Files for <u>105</u> Notice of Appeal, filed by Eric Goode, Restaurant Opportunities Centers (ROC) United, Inc., Citizens for Responsibility and Ethics in Washington, Jill Phaneuf were transmitted to the U.S. Court of Appeals. (tp) (Entered: 02/16/2018)

**IN THE UNITED STATES DISTRICT COURT FOR THE
SOUTHERN DISTRICT OF NEW YORK**

CITIZENS FOR RESPONSIBILITY AND
ETHICS IN WASHINGTON,
RESTAURANT OPPORTUNITIES
CENTERS (ROC) UNITED, INC., JILL
PHANEUF, and ERIC GOODE,

Plaintiffs,

v.

DONALD J. TRUMP, in his official capacity
as President of the United States of America,

Defendant.

Civil Action No. 1:17-cv-00458-RA

SECOND AMENDED COMPLAINT

TABLE OF CONTENTS

I.	NATURE OF THE ACTION	1
II.	PARTIES, JURISDICTION, AND VENUE	8
III.	LEGAL BACKGROUND	11
IV.	RELEVANT FACTS	14
A.	Defendant’s Foreign Emoluments Clause Violations	14
	New York’s Trump Tower	16
	Washington, D.C.’s Trump International Hotel	18
	Trump World Tower	23
	Gratuitous Chinese Trademarks	26
	International Versions and Distribution of “The Apprentice” and Its Spinoffs	28
	Other Foreign Connections, Properties, and Businesses	28
	Other Domestic and International Properties and Businesses	30
B.	Defendant’s Domestic Emoluments Clause Violations	30
C.	Post-Inauguration Premium for Defendant’s Goods and Services	34
D.	CREW’s Injuries	34
	Diversion of CREW’s Communications Resources	35
	Diversion of CREW’s Legal Resources	36
	Diversion of CREW’s Research Resources	39
	Perceptible Impairment of CREW’s Programmatic Functions and Fundamental Services	43
E.	ROC United’s Members’ Injuries	45
	Injuries to ROC United’s Restaurant Members	47
	Injuries to ROC United’s Worker Members	50
	Injuries to ROC United’s COLORS Restaurants	52
F.	Jill Phaneuf’s Injuries	53
G.	Eric Goode’s Injuries	54
I.	Plaintiffs’ Injuries Warrant an Equitable Remedy	56
J.	Other Injuries	58
V.	CLAIMS	59
VI.	PRAYER FOR RELIEF	66

Citizens for Responsibility and Ethics in Washington, Restaurant Opportunities Centers (ROC) United, Inc., Jill Phaneuf, and Eric Goode (“Plaintiffs”), bring this action against Donald J. Trump, in his official capacity as President of the United States, and allege as follows:

**I.
NATURE OF THE ACTION**

1. This case arises out of an unprecedented threat to two critical, and closely related, anti-corruption provisions in the Constitution aimed at ensuring that the President of the United States faithfully serves the people—free from the compromising effects of financial inducements from foreign nations, foreign leaders, individual states in the Union, Congress, or other parts of the federal government. Never before have the people of the United States elected a President with business interests as vast, complicated, and secret as those of President Donald J. Trump. Now that he has been sworn into office as the 45th President of the United States, Defendant’s business interests are creating countless conflicts of interest, as well as unprecedented influence by foreign governments, and have resulted and will further result in numerous violations of Article I, Section 9, Clause 8 of the United States Constitution, the “Foreign Emoluments Clause,” and Article II, Section 1, Clause 7 of the United States Constitution, the “Domestic Emoluments Clause.”

2. The Foreign Emoluments Clause provides that “no Person holding any Office of Profit or Trust under [the United States], shall, without the Consent of the Congress, accept of any present, Emolument, Office, or Title, of any kind whatever, from any King, Prince, or foreign State.” Congress has not consented to Defendant’s receipt of the presents or emoluments at issue here.

3. Defendant’s violations of the Foreign Emoluments Clause pose a grave threat to the United States and its citizens. As the Framers were aware, private financial interests can

subtly sway even the most virtuous leaders, and entanglements between American officials and foreign powers could pose a creeping, insidious threat to the Republic. The Foreign Emoluments Clause was forged of the Framers’ hard-won wisdom. It is no relic of a bygone era, but rather an expression of insight into the nature of the human condition and the essential preconditions of self-governance. And applied to Defendant’s diverse dealings, the text and purpose of the Foreign Emoluments Clause speak as one: this cannot be allowed.

4. Ultimately, the theory of the Foreign Emoluments Clause—grounded in English history and the Framers’ experience—is that a federal officeholder who receives something of value from a foreign power can be imperceptibly induced to compromise what the Constitution insists be his or her exclusive loyalty: the best interest of the United States of America. And rather than guard against such corruption by punishing it after-the-fact, the Framers concluded that the proper solution was to write a strict prophylactic rule into the Constitution itself, thereby ensuring that shifting political imperatives and incentives never undo this vital safeguard of freedom.¹

5. The Domestic Emoluments Clause, which is narrower than the Foreign Emoluments Clause, provides: “The President shall, at stated Times, receive for his Services, a Compensation, which shall neither be increased nor diminished during the Period for which he shall have been elected, and he shall not receive within that Period any other Emolument from

¹ Norman L. Eisen, Richard Painter & Laurence H. Tribe, *The Emoluments Clause: Its Text, Meaning, and Application to Donald J. Trump* (Dec. 16, 2016), <http://brook.gs/2hGIMbW>; see also Applicability of Emoluments Clause to Employment of Government Employees by Foreign Public Universities, 18 Op. O.L.C. 13, 18 (1994) (“Those who hold offices under the United States must give the government their unclouded judgment and their uncompromised loyalty. That judgment might be biased, and that loyalty divided, if they received financial benefits from a foreign government.”).

the United States, or any of them.”²

6. Like the Foreign Emoluments Clause, the Domestic Emoluments Clause arose to protect the government from corruption. The Founders intended that the Domestic Emoluments Clause guarantee that Congress, other parts of the federal government, and the states “can neither weaken [the President’s] fortitude by operating on his necessities, nor corrupt his integrity by appealing to his avarice.”³ The Founders further intended the Clause to protect against self-dealing: insuring the President could not receive any benefit from his Office other than as the fixed compensation prescribed in advance by Congress.

7. Defendant has violated the Constitution since the opening moments of his presidency and is poised to do so continually for the duration of his administration. Specifically, Defendant has committed and will commit violations of both the Foreign Emoluments Clause and the Domestic Emoluments Clause, involving at least: (a) leases held by foreign-government-owned entities in New York’s Trump Tower; (b) room reservations, restaurant purchases, the use of facilities, and the purchase of other services and goods by foreign governments and diplomats, state governments, and federal agencies, at Defendant’s Washington, D.C. hotel and restaurant; (c) hotel stays, property leases, restaurant purchases, and other business transactions tied to foreign governments, state governments, and federal agencies at other domestic and international establishments owned, operated, or licensed by Defendant; (d) property interests or other business dealings tied to foreign governments in numerous other countries; (e) payments from foreign-government-owned broadcasters related to rebroadcasts and foreign versions of the

² This provision is also referred to as the “Presidential Emoluments Clause.” Although it was originally designated as Article II, Section 1, Clause 7, it is now sometimes referred to as Article II, Section 1, Clause 6, because the original third clause of Article II, Section 1 was superseded by the Twelfth Amendment.

³ The Federalist No. 73 (Alexander Hamilton).

television program “The Apprentice” and its spinoffs; and (f) continuation of the General Services Administration lease for Defendant’s Washington, D.C. hotel despite Defendant’s breach, and potential provision of federal tax credits in connection with the same property.

8. Plaintiff Citizens for Responsibility and Ethics in Washington (“CREW”) is a nonprofit, nonpartisan organization founded in 2002 that works on behalf of the public to foster an ethical and accountable government and reduce the influence of money in politics. CREW has continuously sought to advance its mission through educating the public, advocacy, and enforcement.

9. CREW brings this action to stop and prevent the violations of the Emoluments Clauses that Defendant has committed and will commit. As a direct result of Defendant’s refusal to avoid these and other violations of the Emoluments Clauses, CREW has been significantly injured and will continue to be injured unless this Court orders relief. CREW has been forced to divert essential and limited resources—including time and money—from other important matters that it ordinarily would have been addressing to the Emoluments issues involving Defendant. Defendant’s conduct is in direct conflict with CREW’s mission. CREW’s work on its core mission has been rendered more difficult, time consuming, and expensive due to the ongoing Emoluments violations. Moreover, without declaratory and injunctive relief from this Court, CREW will continue to suffer this diversion and depletion of resources for the remainder of Defendant’s administration. CREW will essentially be forced into the role of combatting and educating the public regarding Defendant’s Emoluments violations, rather than continuing its mission of serving as a watchdog with respect to all ethical issues involving all parts of our government.

10. CREW is further injured because Defendant’s activities impair the ability of CREW to carry out its mission through its prior core activities: exposing the corrupting

influence of money through research, public education, and, where necessary, litigation. Defendant's novel use of an opaque and sprawling business organization to collect funds creates a dangerous new avenue for corruption that resists detection. While CREW previously performed important work by relying on official filings, public disclosures, and other readily available documents, Defendant's activities deny CREW the information such sources provide, and that CREW uses to raise public awareness, further impeding and inhibiting CREW's daily activities and operations. To carry out its mission and continue its work, CREW must engage in more time consuming, more expensive, and less effective research to continue bringing corruption to light, diverting resources from its other projects.

11. Plaintiff Restaurant Opportunities Centers (ROC) United, Inc. ("ROC United") is a nonprofit, nonpartisan organization founded in 2008. ROC United has nearly 25,000 restaurant-employee members; through its project Restaurants Advancing Industry Standards in Employment ("RAISE"), it has over 200 restaurant members; and through its project Diners United, it has about 3,000 diner members. ROC United engages workers, employers, and consumers to improve wages and working conditions in the restaurant industry, including by providing job training, placement, leadership development, civic engagement, legal support, and policy advocacy. In addition, ROC United owns and operates a restaurant in New York City, and is opening another one soon in Washington, D.C.

12. ROC United brings this action on behalf of its members to stop and prevent the violations of the Emoluments Clauses that Defendant has committed and will commit. As a direct result of Defendant's refusal to avoid these and other violations of the Emoluments Clauses, ROC United members have been significantly injured and will continue to be injured unless this Court grants relief.

13. ROC United's members include restaurants and the employees of restaurants that compete with restaurants owned by Defendant and with restaurants located in hotels and other properties owned by Defendant or in which Defendant has a financial interest, including in Washington, D.C. and New York City. In violation of the Foreign and Domestic Emoluments Clauses, Defendant has received gifts or emoluments from foreign states or instrumentalities and emoluments from the United States and state and local governments in the form of payments to Defendant's hotels, restaurants, and other properties and to restaurants located in Defendants' hotels and other properties. As competitors and employees of competitors of restaurants located in Defendant's hotels and other properties, including restaurants owned by Defendant, ROC United's members have been injured by these payments due to lost business, wages, and tips.

14. ROC United also brings this action on its own behalf to stop and prevent the violations of the Emoluments Clauses that Defendant has committed and will commit that impact ROC United's own restaurant. ROC United's "COLORS" restaurant competes with restaurants owned by Defendant and with restaurants located in hotels and other properties owned by Defendant or in which Defendant has a financial interest. In violation of the Foreign and Domestic Emoluments Clauses, Defendant has received gifts or emoluments from foreign states or instrumentalities and emoluments from the United States and state and local governments in the form of payments to Defendant's hotels, restaurants, and other properties and to restaurants located in Defendants' hotels and other properties. As a competitor of restaurants located in Defendant's hotels and other properties, including restaurants owned by Defendant, ROC United has been injured by these payments due to lost business, and will continue to be injured by such payments unless this Court grants relief.

15. Plaintiff Jill Phaneuf is an individual resident of Washington, D.C. She has worked for hotel owners in Washington, D.C. for several years and has held various roles

relating to the performance of those hotels. In her current position, she works with a hospitality company to book events for two hotels that are flagged as Kimptons: the Carlyle Hotel, situated just north of Dupont Circle, and the Glover Park Hotel, situated near Massachusetts Avenue, NW, which is colloquially referred to as “Embassy Row.” She specifically seeks to book embassy functions, political functions involving foreign governments, and functions for organizations that are connected to foreign governments, in addition to other events in the Washington, D.C. market. Her compensation is directly tied to a percentage of the gross receipts of the events that she books for the hotels.

16. Ms. Phaneuf brings this action to stop and prevent the violations of the Emoluments Clauses that Defendant has committed and will commit. As a direct result of Defendant’s refusal to avoid violations of the Emoluments Clauses, Ms. Phaneuf will be injured without relief from this Court.

17. The hotels for which Ms. Phaneuf seeks to book embassy functions and other events compete with hotels owned by Defendant or in which Defendant has a financial interest. Defendant has received payments from foreign states or instrumentalities and from the United States and state and local governments, through Defendant’s hotels, restaurants, and other properties. As an individual working to book events at competitor hotels, Ms. Phaneuf will be injured due to loss of commission-based income.

18. Plaintiff Eric Goode resides in New York, New York. Mr. Goode is the owner of several celebrated hotels, restaurants, bars, and event spaces in New York. These include the Maritime Hotel located in Chelsea; the Bowery Hotel and Ludlow Hotel, both in the Lower East Side; and the Jane Hotel in the Meatpacking District. Among the restaurants that Mr. Goode owns—several of which are located in hotels—are the Park, Waverly Inn, and Gemma, the last of which is located in the Bowery Hotel. Mr. Goode’s hotels and restaurants have attracted

multiple foreign government clients and events, and have also hosted U.S. government officials and state officials traveling on official business and thus paying with government funds.

19. Mr. Goode brings this action to stop and prevent the violations of the Emoluments Clauses that Defendant has committed and will commit. Mr. Goode's hotels and restaurants compete with hotels and restaurants owned by Defendant, and with restaurants located in hotels and other properties owned by Defendant, or in which Defendant has a financial interest. As a direct result of Defendant's refusal to avoid violations of the Emoluments Clauses, Mr. Goode will be injured without relief from this Court.

20. Accordingly, Plaintiffs request that this Court: (a) enter a declaratory judgment declaring that Defendant has violated and will continue to violate the Foreign Emoluments Clause and the Domestic Emoluments Clause; (b) enjoin Defendant from violating both Emoluments Clauses; and (c) enter an injunction requiring Defendant to release financial records sufficient to confirm that Defendant is not engaging in any further transactions that would violate either Emoluments Clause.

II. PARTIES, JURISDICTION, AND VENUE

21. CREW is a nonprofit, nonpartisan corporation organized under the laws of Delaware and exempt from taxation under 26 U.S.C. § 501(c)(3). CREW is committed to protecting the rights of citizens to be informed about the activities of government officials, ensuring the integrity of government officials, protecting our political system against corruption, and reducing the influence of money in politics. CREW advances that mission through education, advocacy, and enforcement. Among other activities, CREW educates the public on ethics and the impact of money in politics by producing reports, publishing blog posts, and issuing press releases. CREW seeks to empower citizens to have an influential voice in

government decisions and in the governmental decision-making process through the dissemination of information about public officials and their conduct. CREW also works to advance reforms in the areas of ethics, campaign finance, lobbying, and transparency, and seeks to ensure the proper interpretation and enforcement of government ethics laws and other laws related to corruption and money in politics.

22. To advance its mission, CREW uses a combination of research, litigation, advocacy, and public education to disseminate information about public officials, their actions, and the outside influences that have affected those actions. A core part of this work is examining and exposing special interests that have influenced public officials and elections, and then using that information to educate the public and voters regarding the integrity of public officials, candidates for public office, the electoral process, and our system of government.

23. Toward this end, CREW monitors the activities of public officials and candidates, as well as businesses and others that financially support them, including support received through campaign contributions, gifts, and businesses or other entities associated with public officials. CREW regularly reviews public records that disclose the financial benefits provided to public officials and their business interests, including personal financial-disclosure forms, campaign-finance reports, travel records, and lobbying reports. CREW further conducts independent research to uncover financial support for public officials and candidates, reviewing business records, tax returns, property records, and news reports. CREW's research also regularly includes submitting federal and state public-records requests and reviewing the records obtained.

24. A part of CREW's work in carrying out its central mission focuses on so-called "pay-to-play" schemes. Toward that end, CREW looks for correlations between financial benefits received by public officials and their subsequent conduct.

25. Using the information obtained from public records and independent research, CREW—through its website, press releases, reports, and other methods of distribution—publicizes the roles of individuals, groups, and businesses attempting to use financial support to influence politics and public policy, and the public officials and candidates who accept that support. In particular, CREW publicizes violations of ethics, campaign finance, and other anti-corruption laws and rules by those public officials and candidates. CREW also regularly files complaints with government agencies when it discovers violations of these laws and rules. In addition, CREW regularly files lawsuits under the Freedom of Information Act, Federal Election Campaign Act, Administrative Procedures Act, and other statutes to compel government agencies to properly interpret and enforce anti-corruption, accountability, and transparency laws and rules, and participates as an amicus curiae in related civil and criminal litigation.

26. By publicizing violations and filing complaints and lawsuits, CREW advances its mission of keeping the public informed about public officials and candidates and deterring future violations of these laws and rules.

27. CREW provides services to the public by disseminating the results of CREW's extensive investigations, advocating for public access to information about the government and public officials, and enforcing the right to public access to information, through litigation when necessary. CREW further provides advice to public officials and reporters on how to expose government corruption and what legislative reforms are required to combat it.

28. ROC United is a nonprofit, nonpartisan corporation organized under the laws of New York. ROC United includes its project RAISE, which is its organization of restaurant members, and its project Diners United, which is its organization of diner members. ROC United also owns and operates the restaurant COLORS in New York City and Detroit, and will be opening a location in Washington, D.C. soon.

29. Jill Phaneuf is an individual citizen of Washington, D.C.

30. Eric Goode is an individual citizen of New York, New York.

31. Defendant is the President of the United States of America. He is being sued here in his official capacity as President.

32. This Court has subject-matter jurisdiction under 28 U.S.C. §§ 1331 and 2201.

33. Venue is proper in the Southern District of New York under 28 U.S.C. § 1391(e)(1). Defendant is “an officer . . . of the United States . . . acting in his official capacity or under color of legal authority,” and the Southern District of New York is a “judicial district” in which “a substantial part of the events or omissions giving rise to the claim occurred,” and where “a substantial part of property that is the subject of the action is situated.” For example, New York’s Trump Tower and Defendant’s “Trump Organization”—both key components of Plaintiffs’ claims—are based in the Southern District of New York.

III. LEGAL BACKGROUND

34. The origins of the “Foreign Emoluments Clause” date back as far as 1651, when the Dutch broke with classic European diplomatic customs and prohibited their foreign ministers from accepting “any presents, directly or indirectly, in any manner or way whatever.” Impressed, the early Americans included similar text—the predecessor for the Foreign Emoluments Clause—in Article 6, Section 1 of the Articles of Confederation: “[N]or shall any person holding any office of profit or trust under the United States, or any of them, accept of any present, emolument, office, or title of any kind whatever, from any king, prince, or foreign State.”

35. The foreign anti-emolument provision initially was not included at the Constitutional Convention, but it was added without dissent at the request of Charles Pinckney, who “urged the necessity of preserving foreign Ministers & other officers of the U. S.

independent of external influence.”⁴ Edmund Jennings Randolph echoed the anti-corruption purpose of the Foreign Emoluments Clause included in the Constitution: “It was thought proper, in order to exclude corruption and foreign influence, to prohibit any one in office from receiving or holding any emoluments from foreign states.”⁵ The Framers recognized the dangers of foreign influence and corruption, even in situations subtler than *quid pro quo* bribery, and thus they created a broad constitutional prophylactic applicable to anything of value given by any foreign government to any officer of the United States.

36. The Presidency of the United States is an “Office of Profit or Trust under the United States.”

37. Consistent with the Framers’ intent, the definition of a “present” or “Emolument” under the Foreign Emoluments Clause is properly interpreted in a broad manner, to cover anything of value, monetary or nonmonetary. The text of the clause itself prohibits the receipt of *both* a “present,” which, presumably, is provided without a return of anything of equal value, *and* an “Emolument,” which could cover anything else of value, including without limitation payments, transactions granting special treatment, and transactions above marginal cost. The Foreign Emoluments Clause also explicitly prohibits the receipt of “any present [or] Emolument . . . of any kind whatever,” emphasizing the breadth of the things of value covered under the provision.

38. The Foreign Emoluments Clause covers not only a transfer from a king, prince, or foreign State individually, but also any transfer from their instrumentalities and controlled entities. Though not a body with authority to provide controlling interpretations of this

⁴ 2 Farrand, *The Records of the Federal Convention of 1787*, at 389.

⁵ 3 Farrand, *The Records of the Federal Convention of 1787*, at 327.

constitutional text, the U.S. Department of Justice’s Office of Legal Counsel has consistently examined three non-dispositive factors with respect to determining which entities fall within the definition of a “foreign State” under the Foreign Emoluments Clause, always with an eye toward the underlying purpose of preventing corruption and foreign influence: (a) “whether a government is the substantial source of funding for the entity”; (b) “whether a government, as opposed to a private intermediary, makes the ultimate decision regarding the gift or emolument”; and (c) “whether a government has an active role in the management of the entity.”⁶ It is widely accepted—and has been reaffirmed by the Office of Legal Counsel as recently as 2009—that a “foreign State” under the Foreign Emoluments Clause includes agents and instrumentalities of foreign nations, including local government units within a foreign country.⁷

39. Just as the Framers sought to stem foreign influence with the Foreign Emoluments Clause, they too sought to stem the system of patronage, influence, and rent-extraction that predominated the colonial governors’ offices by means of a Domestic Emoluments Clause specifically targeting the President. The clause provides that the President’s “Compensation” shall not be increased or decreased, and that he may not receive any “other emolument from the United States, or any of them,” during his term of office. Though the clause permits presents from states and the federal government—unlike the Foreign Emoluments Clause—it nonetheless works to ensure that neither can “weaken his fortitude by operating on his necessities, nor corrupt his integrity by appealing to his avarice.” The ban on other emoluments, Alexander Hamilton explained, would ensure that the President would have “*no pecuniary*

⁶ Applicability of the Emoluments Clause and the Foreign Gifts and Decorations Act to the President’s Receipt of the Nobel Peace Prize, 33 Op. O.L.C. 8 (2009).

⁷ *Id.* at 7; Major James D. Dunn, B-251084, 1993 WL 426335, at *3 (Comp. Gen. Oct. 12, 1993).

inducement to renounce or desert the independence intended for him by the Constitution.” Further, as recognized by judicial authorities, the ban “addressed the Framers’ concern that the President should not have the ability to convert his or her office for profit.”

40. The Domestic Emoluments Clause proscribes the receipt of additional emoluments only by the President and, unlike the Foreign Emoluments Clause, does not apply to any other federal official. It therefore reflects the Framers’ special concern about ensuring that the Nation’s powerful Chief Executive remains free from the distorting and corrupting influences that might impair his ability to faithfully execute his office.

41. Just as the Foreign Emoluments Clause bars payments not only from foreign states, but also their subdivisions and instrumentalities, the Domestic Emoluments Clause bars payments not only from the federal government and state governments, but also their respective instrumentalities and subdivisions. The Supreme Court has long viewed local governments as “mere[] . . . departments” of the state. *Ysursa v. Pocatello Educ. Ass’n*, 555 U.S. 353, 362 (2009).

IV. RELEVANT FACTS

A. Defendant’s Foreign Emoluments Clause Violations

42. Defendant owns and controls hundreds of businesses throughout the world, including hotels and other properties. His sprawling business empire is made up of hundreds of different corporations, limited-liability companies, limited partnerships, and other entities that he owns or controls, in whole or in part, operating in the United States and 20 or more foreign countries.⁸ Defendant’s businesses are loosely organized under an umbrella known as the “Trump Organization.” However, Defendant’s interests include not only Trump Organization

⁸ Marilyn Geewax & Maria Hollenhorst, *Trump’s Businesses And Potential Conflicts: Sorting It Out*, NPR (Dec. 5, 2016, 7:00 AM), <http://n.pr/2g2xZDP>.

LLC d/b/a The Trump Organization and The Trump Organization, Inc., both of which are owned solely by Defendant, but also scores of other entities not directly owned by either “Trump Organization” entity but that Defendant personally owns, owns through other entities, and/or controls.⁹ Defendant also has several licensing agreements that provide streams of income that continue over time. Through these entities and agreements, Defendant personally benefits from business dealings, and Defendant is and will be enriched by any business in which they engage with foreign governments, instrumentalities, and officials.

43. On January 11, 2017 Defendant announced a plan to turn “leadership and management” of the Trump Organization over to his sons Eric Trump and Donald Trump Jr., as well as a longtime company executive.¹⁰ But the plan did not include Defendant relinquishing *ownership* of his businesses or even establishing a blind trust.

44. Defendant continues to own, and be well aware of the activities of, the Trump Organization, other corporations, limited-liability companies, limited partnerships, and other entities in which he retains an ownership interest. Although Defendant established a trust to hold his business assets, Defendant is permitted to obtain distributions from his trust at any time.¹¹ Additionally, Defendant’s son Eric Trump (who is also an advisor to Defendant’s trust) initially indicated that he would not communicate with Defendant concerning his business interests.

⁹ U.S. Office of Gov’t Ethics, Donald J. Trump 2016 Executive Branch Personnel Public Financial Disclosure Report (May 16, 2016), <http://bit.ly/2gBUwIV>.

¹⁰ *Donald Trump’s News Conference: Full Transcript and Video*, N.Y. Times (Jan. 11, 2017), <http://nyti.ms/2jG86w8>.

¹¹ David Kravitz & Al Shaw, *Trump Lawyer Confirms President Can Pull Money From His Businesses Whenever He Wants*, ProPublica (April 4, 2017, 5:53 PM), <http://bit.ly/2o1OM1C>.

Nevertheless, Eric Trump has acknowledged that he will provide business updates to Defendant on at least a quarterly basis.¹²

45. Defendant has neither sought nor received “Consent of the Congress” with respect to his receipt of gifts and emoluments from government officials and entities.

New York’s Trump Tower

46. New York’s “Trump Tower” is a mixed-use skyscraper located at 725 Fifth Avenue, New York, New York 10022.

47. Through the use of various entities, Defendant owns and controls Trump Tower.

48. Defendant, through entities he owns, receives payments made to Trump Tower by tenants.

49. Among the largest tenants of Trump Tower is the Industrial and Commercial Bank of China (“ICBC”), which is a Chinese majority-state-owned enterprise.¹³ As such, ICBC is a foreign State or instrumentality of a foreign State.

50. After 12:01 pm on January 20, 2017, Trump Tower or its controlling entities have received one or more payments from ICBC pursuant to its lease. Trump Tower or its controlling entities will continue to receive regular payments from ICBC pursuant to its lease agreement.

51. In discussing his views of U.S.-China relations, Defendant has repeatedly referenced the ICBC’s Trump Tower lease. For instance, Defendant stated during his

¹² Jennifer Calfas, *Eric Trump Says He’ll Give the President Quarterly Updates on Business Empire*, Fortune (March 24, 2017), <http://for.tn/2n2MRXa>.

¹³ Caleb Melby et al., *When Chinese Bank’s Trump Lease Ends, Potential Conflict Begins*, Bloomberg (Nov. 28, 2016, 7:00 AM), <https://bloom.bg/2oQ07T4>.

presidential campaign in June 2015, “I love China! The biggest bank in the world is from China. You know where their United States headquarters is located? In this building, in Trump Tower.”¹⁴

52. Additionally, in March 2016, when asked about China’s territorial claims in the South China Sea, Defendant told the *Washington Post*, “I do deals with them all the time. The largest bank in the world, 400 million customers, is a tenant of mine in New York, in Manhattan.”¹⁵

53. The term of ICBC’s Trump Tower lease runs until October 2019, while Defendant is President, and any negotiations for an extension will occur while Defendant is in office.¹⁶

54. The Abu Dhabi Tourism & Culture Authority, an entity owned by the foreign nation of the United Arab Emirates, leases office space in Trump Tower.¹⁷ The Abu Dhabi Tourism & Culture Authority is a foreign State or instrumentality of a foreign State.

55. After 12:01 pm on January 20, 2017, Trump Tower or its controlling entities have received one or more payments from the Abu Dhabi Tourism & Culture Authority pursuant to its lease. Trump Tower or its controlling entities will continue to receive regular payments from the Abu Dhabi Tourism & Culture Authority pursuant to its lease agreement.

56. Trump Grill is located inside of Trump Tower. Defendant, through various

¹⁴ *Id.*

¹⁵ *Id.*

¹⁶ *Id.*

¹⁷ Abu Dhabi Tourism & Culture Authority, Supplement Statement Pursuant to Foreign Agents Registration Act of 1938, as amended (Oct. 4, 2016), <http://bit.ly/2prSZNb>; María Villaseñor, *Trump’s Comments Cost Him Money in Middle East*, NBC News (Dec. 9, 2015, 10:51 AM), <http://nbcnews.to/1PZxTNA>.

business entities, owns Trump Grill. Upon information and belief, tenants of Trump Tower, including officials of China and Abu Dhabi, have dined at Trump Grill due to their tenancy in the Tower and the states themselves may host events there. Accordingly, foreign states or the instrumentalities have paid or are likely to pay for services at Trump Grill. Defendant has and will continue to receive payments from various foreign states through Trump Grill.

Washington, D.C.'s Trump International Hotel

57. The Trump International Hotel Washington, D.C. recently opened and is located at 1100 Pennsylvania Avenue N.W., Washington, D.C. 20004, just blocks from the White House. Defendant owns and controls this hotel through various entities.

58. Defendant, through entities he owns, receives payments made to the Trump International Hotel by guests who stay in hotel rooms or pay for a venue or other goods or services in this hotel.

59. The restaurant BLT Prime is located in Trump International Hotel. Defendant, through various business entities, owns the restaurant and licenses the name from BLT Prime and pays BLT Prime to operate it.¹⁸

60. Since the election, Trump International Hotel has specifically marketed itself to the diplomatic community.¹⁹ Subsequent to Defendant's election, the Trump International Hotel held an event where it pitched the hotel to about 100 foreign diplomats.

61. The hotel also hired a "director of diplomatic sales" to facilitate business with foreign states and their diplomats and agents, luring the director away from a competitor hotel in

¹⁸ Jessica Sidman, *How Donald Trump Lost His DC Restaurants*, Washingtonian (Oct. 23, 2016), <http://bit.ly/2htYzq9>.

¹⁹ Jonathan O'Connell & Mary Jordan, *For foreign diplomats, Trump hotel is place to be*, Wash. Post (Nov. 18, 2016), <http://wapo.st/2oPYggX>.

Washington.²⁰

62. Diplomats and their agents have expressed an intention to stay at or hold events at the Trump International Hotel. One “Middle Eastern diplomat” told the *Washington Post* about the hotel: “Believe me, all the delegations will go there.”²¹ An “Asian diplomat” explained: “Why wouldn’t I stay at his hotel blocks from the White House, so I can tell the new president, ‘I love your new hotel!’ Isn’t it rude to come to his city and say, ‘I am staying at your competitor?’”²²

63. Since his election, Defendant has appeared at the hotel on multiple occasions. Several figures in Defendant’s administration have also lived or continue to live in the Trump International Hotel, including Treasury Secretary Steve Mnuchin and Small Business Administration Administrator Linda McMahon.

64. The Kingdom of Bahrain held its National Day celebration at the Trump International Hotel on December 7, 2016.²³

65. The Kingdom of Bahrain is a foreign State.

66. Upon information and belief, Bahrain paid the Hotel no less than its stated customary rates for the venue, food, and other services provided in connection with its National Day celebration.

67. After November 8, 2016, Trump International Hotel or its controlling entities have received one or more payments from Bahrain.

²⁰ *Id.*

²¹ *Id.*

²² *Id.*

²³ Nolan D. McCaskill & Madeline Conway, *Bahrain to host event at Trump’s D.C. hotel, raising ethical concerns*, POLITICO (Nov. 29, 2016, 3:37 PM), <http://politi.co/2gtWGLd>.

68. The Embassy of Azerbaijan co-hosted a Hanukkah party at the Trump International Hotel on December 14, 2016.²⁴

69. Upon information and belief, Azerbaijan paid the Hotel no less than its stated customary rates for the venue, food, and other services provided in connection with the Hanukkah party.

70. The Embassy of Azerbaijan is a foreign state or instrumentality of a foreign State.

71. After November 8, 2016, Trump International Hotel or its controlling entities received one or more payments from Azerbaijan.

72. The Embassy of Kuwait held its National Day celebration at Trump International Hotel on February 22, 2017.²⁵

73. Upon information and belief, Kuwait paid no less than the Hotel's stated customary rates for the venue, food, and other services provided in connection with its National Day celebration. The cost has been estimated at \$40,000 to \$60,000.²⁶

74. Prior to the election, a "save the date" reservation had been made with the Four Seasons hotel, where the event had been held previously.²⁷ According to one media report, the Embassy of Kuwait moved the event from a competitor hotel under pressure from the Trump

²⁴ *Azerbaijan's Embassy To Co-Host Hanukkah Party At Trump's DC Hotel*, The Jerusalem Post (Dec. 4, 2016), <http://bit.ly/2g4o9S0>.

²⁵ Jonathan O'Connell, *Kuwaiti Embassy is latest to book Trump D.C. hotel, but ambassador says he felt 'no pressure'*, Wash. Post (Dec. 20, 2016), <http://wapo.st/2pKC4BS>; Jackie Northam, *Kuwait Celebration At Trump Hotel Raises Conflict of Interest Questions*, NPR (Feb. 25, 2017, 6:33 AM), <http://n.pr/2lavPoB>.

²⁶ Julia Harte, *Kuwait could pay up to \$60,000 for party at Trump Hotel in Washington*, Reuters (Feb. 27, 2017, 4:29 PM), <http://reut.rs/2oFztKa>.

²⁷ Jackie Northam, *Kuwait Celebration At Trump Hotel Raises Conflict of Interest Questions*, NPR (Feb. 25, 2017, 6:33 AM), <http://n.pr/2lavPoB>.

Organization (though Kuwait's ambassador to the United States denied being pressured).²⁸

75. After 12:01 pm on January 20, 2017, Trump International Hotel or its controlling entities have received one or more payments from Kuwait.

76. Kuwait is a foreign State.

77. Between January 23 and 26, 2017, the Kingdom of Saudi Arabia, through its agent, rented at least one and likely several rooms at the Trump International Hotel.²⁹

78. Upon information and belief, Saudi Arabia paid at least \$300 per night for the rooms, and paid the Hotel's usual and customary rates for meals and other services provided in connection with the stay.

79. Saudi Arabia paid for individuals to have dinner at the hotel on January 23 and both breakfast and dinner on January 24, 2017. Upon information and belief, at least one of the meals was provided by BLT Prime.³⁰

80. After 12:01 pm on January 20, 2017, Trump International Hotel or its controlling entities have received one or more payments from Saudi Arabia, through its agent.

81. Saudi Arabia is a foreign State.

82. On or about April 6, 2017, Kaha Imnadze, the Ambassador & Permanent Representative of Georgia to the United Nations, stayed at Trump International Hotel.³¹

²⁸ Judd Legum & Kira Lerner, *Under political pressure, Kuwait cancels major events at Four Seasons, switches to Trump's D.C. hotel*, ThinkProgress (Dec. 19, 2016), <http://bit.ly/2hBOHhP>.

²⁹ Isaac Arnsdorf, *Saudis foot tab at Trump hotel*, POLITICO (Feb. 9, 2017, 8:50 PM), <http://politi.co/2kZa6mS>.

³⁰ Operations Order from Jason E. Johns, President of NMLB Veterans Advocacy Group, to Fly-In Veterans regarding the Justice Against Sponsors of Terrorism Act (Jan. 23-26, 2017), <http://bit.ly/2oiBdIp>.

³¹ Kaha Imnadze (@kahaimnadze), Twitter (April 6, 2017, 8:49 AM), <http://bit.ly/2oiF8Fd>.

83. Upon information and belief, the government of Georgia paid no less than the Hotel's stated customary rates for his room and other services provided in connection with his stay.

84. Ambassador Innadze then tweeted his compliments about the Hotel.

85. After 12:01 pm on January 20, 2017, Trump International Hotel or its controlling entities have received one or more payments from Georgia.

86. Georgia is a foreign State.

87. After 12:01 pm on January 20, 2017, Trump International Hotel or its controlling entities have received and will continue to receive payments from other foreign states.

88. On January 20, 2017, Trump Old Post Office LLC, the entity leasing the building in which Trump International Hotel is located and in which Defendant has a beneficial interest, amended its governing agreement to provide that, during Defendant's presidency, the company will not make any distributions of profits to any entity in which Defendant has a beneficial interest and will credit these undistributed profits to an unrecovered capital contribution account held for the benefit of the designated entities that Defendant controls. This amendment is immaterial to whether Defendant has violated the Foreign Emoluments Clause. Defendant remains owner of approximately 77.5% of the Trump Old Post Office LLC (the remaining shares are owned by three of his children), and Defendant thereby benefits from any amounts deposited into the unrecovered capital contribution account, and may receive distribution of those amounts once he is no longer in office.

89. Additionally, the amendment provides that Defendant's contributions will be used by Trump Old Post Office LLC for business purposes, thereby increasing the value of one of Defendant's assets.

Trump World Tower

90. Trump World Tower is a skyscraper located at 845 United Nations Plaza, New York, New York containing condo units.

91. Through the use of various entities, Defendant owns and controls Trump World Tower.

92. Defendant, through entities he owns, receives payments made by residents of the Trump World Tower for common charges.

93. The World Bar is located in Trump World Tower.

94. In 2001, the Kingdom of Saudi Arabia paid \$4.5 million to purchase a floor of Trump World Tower.³²

95. At the time of the sale, yearly common charges for building amenities for the floor totaled \$85,585. As of 2003, the most recent year for which information is publicly available, Saudi Arabia paid monthly common charges of approximately \$7,398, amounting to \$88,781 per year. The floor currently belongs to the Kingdom of Saudi Arabia for use by the Saudi Mission to the United Nations, which upon information and belief still pays common charges to Defendant.³³

96. In 2015, Trump said about Saudi Arabia, “I get along great with all of them. They buy apartments from me.” Trump further noted, “They spend \$40 million, \$50 million. Am I supposed to dislike them? I like them very much.”³⁴

³² Stephen R. Brown, *Donald Trump made millions from Saudi Arabia, but trashes Hillary Clinton for Saudi donations to Clinton Foundation*, N.Y. Daily News (Sept. 4, 2016, 4:00 AM), <http://nydn.us/2bNEAq2>.

³³ *Id.*

³⁴ *Id.*

97. The Kingdom of Saudi Arabia is a foreign State, and the Saudi Mission to the United Nations is an instrumentality of a foreign State.

98. In 2002, the Permanent Mission of India to the United Nations paid \$5.1 million to purchase two units in Trump World Tower from Defendant.³⁵

99. As of 2003, the most recent year for which information is publicly available, the Permanent Mission of India to the United Nations paid monthly common charges of approximately \$3,639, amounting to \$43,670 per year. The units continue to belong to the Permanent Mission of India to the United Nations, which upon information and belief still pays common charges to Defendant.

100. The Permanent Mission of India to the United Nations is an instrumentality of a foreign State.

101. In 2009, the Permanent Mission of Afghanistan to the United Nations paid \$4.235 million to purchase a unit in Trump World Tower.³⁶

102. As of 2003, the most recent year for which information is publicly available, the common monthly charges for the unit purchased by the Permanent Mission of Afghanistan to the United Nations were approximately \$2,090 per month, amounting to approximately \$25,085 per year. The unit continues to belong to the Permanent Mission of Afghanistan to the United Nations, which upon information and belief still pays common charges to Defendant.

103. The Permanent Mission of Afghanistan to the United Nations is an instrumentality of a foreign State.

³⁵ N.Y.C. Dep't of Finance, Office of the City Registrar, Condo. Unit Deed: 845 U.N. Ltd. P'ship To The Permanent Mission of India to the U.N. (Dec. 23, 2002), <http://on.nyc.gov/2pb8Obx>.

³⁶ Max Abelson, *Afghanistan Buys \$4.2 M. Trump Condo (with 'Peacefulness and Views')*, Observer (Sept. 11, 2009, 4:48 PM), <http://bit.ly/2oQ74n3>.

104. In 2004, the Permanent Mission of Qatar to the United Nations paid \$1,995,000 to purchase a unit in Trump World Tower, and in 2012, it paid \$8.375 million to purchase two additional units in Trump World Tower.

105. As of 2003, the most recent year for which information is publicly available, the common monthly charges for the units purchased by the Permanent Mission of Qatar to the United Nations, 14A, 55B, and 49B, were a total of approximately \$5,660 per month, amounting to approximately \$67,920 per year. The units continue to belong to the Permanent Mission of Qatar to the United Nations, which upon information and belief still pays common charges to Defendant.

106. The Permanent Mission of Qatar to the United Nations is an instrumentality of a foreign State.

107. Defendant, through entities he owns, receives payments made to Trump World Tower by tenants, and owners of units in the building, through their payment of common charges. On information and belief, these payments more than cover the costs intended to be covered by the common charges.

108. Trump World Tower or its controlling entities will continue to receive regular common charge payments from Saudi Arabia, India, Afghanistan, and Qatar, and those payments will flow to Defendant.

109. Tenants of the Trump World Tower—including officials from Saudi Arabia, India, Afghanistan, and Qatar—have dined or will dine at the World Bar. Further, foreign states or instrumentalities of these or other foreign states have hosted and will host events at the World Bar, as it is located near the United Nations. By reason of his financial stake in Trump World Tower, Defendant will either receive payments from foreign states made to the World Bar; or the revenue that the World Bar receives, including from foreign states, affects the amount of rent that

Defendant is able to charge the World Bar.

110. Neither Saudi Arabia, India, Afghanistan, nor Qatar is one of the countries included in Defendant's Executive Order or Defendant's revised Executive Order barring visitors from six predominantly Muslim countries. None of the six countries included in the order has the financial relationships with Defendant that Saudi Arabia, India, Afghanistan, or Qatar has.

Gratuitous Chinese Trademarks

111. Defendant began to seek trademark protection in China for the use of his name in connection with building construction services in 2006. His application was rejected by the Trademark Office. He lost his appeals to the Trademark Review and Adjudication Board, the Beijing Intermediate People's Court, and the Beijing High People's Court.³⁷ Trump's most recent defeat occurred in May 2015—the month before he declared his candidacy for president.

112. Following the election, on December 2, 2016, Defendant spoke directly with Taiwan President Tsai Ing-wen.³⁸ That conversation broke long-standing protocol, and suggested Defendant might end the "One China" policy that the United States had observed for decades. Before taking office, Defendant suggested that he might end the One China policy unless some benefit were received in exchange.³⁹

113. On February 9, 2017, Defendant spoke with Chinese President Xi Jinping, and

³⁷ Erika Kinetz, *With Trump's win in China, will Trump toilets get flushed?*, Associated Press (Feb. 14, 2017), <http://apne.ws/2mfcK9N>.

³⁸ Jordan Fabian & Neetzan Zimmerman, *Trump makes history with phone call to Taiwan leader*, The Hill (Dec. 2, 2016, 4:52 PM), <http://bit.ly/2prWnYu>.

³⁹ Jordan Fabian & Evelyn Rupert, *Trump promises Chinese president he'll honor 'one China' policy*, The Hill (Feb. 9, 2017, 11:11 PM), <http://bit.ly/2pbgZUW>; Laurel Raymond & Judd Legum, *Trump's trademark tests Chinese law*, Think Progress (Feb. 18, 2017), <http://bit.ly/2oPTD6q>.

pledged to honor the One China policy.⁴⁰

114. Five days later, on February 14, 2017, China reversed its prior course and gave Defendant trademark protection.

115. Chinese law prohibits awarding trademarks that are “the same as or similar to the name of leaders of national, regional, or international political organizations.”⁴¹

116. Despite denying Defendant trademark protection for over ten years, including in a ruling from an appellate court, and despite China’s law barring the use of foreign leaders’ names as trademarks, China gave Defendant the trademark he had requested and valued. However, China only gave the trademark protection to Defendant after he had been elected President, questioned the One China policy, was sworn in, and re-affirmed the One China policy.

117. The trademarks have considerable value by giving the Trump Organization the sole right to profit from the Trump brand in China. China’s granting of these trademarks constitutes a present or emolument provided to the Defendant.

118. When asked why Defendant changed his position on the One China policy, and whether he had gotten something in exchange from China, White House Press Secretary Sean Spicer answered: “The President always gets something,” but did not specify what concession was obtained from China.⁴²

⁴⁰ Jordan Fabian & Evelyn Rupert, *Trump promises Chinese president he’ll honor ‘one China’ policy*, The Hill (Feb. 9, 2017, 11:11 PM), <http://bit.ly/2pbgZUW>.

⁴¹ Laurel Raymond & Judd Legum, *Trump’s trademark tests Chinese law*, Think Progress (Feb. 18, 2017), <http://bit.ly/2oPTD6q>.

⁴² Madeline Conway, *Spicer on Trump’s ‘One China’ agreement: ‘The president always gets something’*, POLITICO (Feb. 27, 2017, 3:11 PM), <http://politi.co/2prZpf7>.

International Versions and Distribution of “The Apprentice” and Its Spinoffs

119. Defendant earns royalties and other payments from the distribution in other countries of the television program “The Apprentice” and its spinoffs (including “The Celebrity Apprentice” and “The New Celebrity Apprentice,” for which Defendant is still an executive producer), as well as from international versions of the programs produced in other countries. In some instances, these payments originate from foreign governments or their agents or instrumentalities. For instance, there is an iteration of the program “The Apprentice,” for which Defendant is paid, in the United Kingdom.⁴³

120. The network which broadcasts The Apprentice and spinoff shows in the United Kingdom is an instrumentality of a foreign State.

121. After 12:01 pm on January 20, 2017, Defendant has received and will continue to receive payments from foreign states via their payments for “The Apprentice” or its spinoffs and international versions.

Other Foreign Connections, Properties, and Businesses

122. **United Arab Emirates:** Defendant’s company is engaged in several real estate projects in the United Arab Emirates (UAE), including Dubai’s Trump International Golf Club, which opened on February 18, 2017.⁴⁴ Upon information and belief, Defendant, through various business entities, has a branding and management contract with the property, and thereby possesses a financial interest in the Trump International Gold Club.

123. All services for the golf club, including electricity, water, and roads, “come at the

⁴³ Madeline Berg, *Here’s How Much Donald Trump Will Earn From Producing ‘Celebrity Apprentice’*, Forbes (Dec. 13 2016, 12:49 PM), <http://bit.ly/2pKQTom>.

⁴⁴ Sudarsan Raghavan, *Trump’s sons get red carpet treatment at Dubai golf club opening*, Wash. Post (Feb. 18, 2017), <http://wapo.st/2oGGaO1>.

discretion of the government,” and the “club’s bar will need government approvals to serve alcohol, not to mention other regulatory issues.”⁴⁵ In light of the government’s complete discretion to grant or deny these services and license, the government’s granting of these approvals constitutes a present or emolument.

124. Permits, utility and other services, and approvals are of substantial economic value to the Golf Club and other projects and thus to those with a financial interest in the Golf Club and other projects, since these facilities cannot be built or operated without them. Defendant will receive value from the permits, services and approvals through his financial stake in the company receiving them, and thereby will accept a present or emolument from UAE, a foreign State.

125. **Indonesia:** Defendant’s company is engaged in at least two real estate projects in Indonesia, including redeveloping a resort in Bali.⁴⁶ Upon information and belief, Defendant, through various business entities, has a licensing and management agreement with these projects, through which he possesses a financial interest in them.

126. As part of this effort, Defendant reportedly has “forged relationships with powerful political figures in Indonesia, where such connections are crucial to pushing through big projects.”⁴⁷ Because the granting of necessary permits and approvals for these real estate projects

⁴⁵ Jon Gambrell, *Trump’s New Dubai Golf Club Shows Pitfalls of His Presidency*, Associated Press (Jan. 3, 2017), <http://apne.ws/2iyX6B9>.

⁴⁶ Ian Jarrett, *Pan Pacific makes way for Trump in Bali*, Travel Weekly (Feb. 17, 2017), <http://bit.ly/2nU3ANN>; Richard C. Paddock & Eric Lipton, *Trump’s Indonesia Projects, Still Moving Ahead, Create Potential Conflicts*, N.Y. Times (Dec. 31, 2016), <http://nyti.ms/2pbahyo>; Russ Choma, *Trump’s Indonesian Business Partner Brags About His Access*, Mother Jones (Feb. 10, 2017, 1:09 PM), <http://bit.ly/2kujqMC>.

⁴⁷ Richard C. Paddock & Eric Lipton, *Trump’s Indonesia Projects, Still Moving Ahead, Create Potential Conflicts*, N.Y. Times (Dec. 31, 2016), <http://nyti.ms/2pbahyo>.

was or will be facilitated by Defendant's personal relationships with government officials in Indonesia, these existing or forthcoming permits and approvals constitute gifts or emoluments.

127. Completing the projects required or will require obtaining benefits from the Indonesian government, such as permits and approvals. Permits and approvals are of substantial economic value to the resort and other projects and thus to the those with a financial interest in the resort and other projects, since the projects cannot be built or operated without them. Defendant will receive value from the permits and approvals through his financial stake in the company receiving the permits and approvals, and thereby will accept a present or emolument from Indonesia, a foreign State.

Other Domestic and International Properties and Businesses

128. Defendant owns, operates, and licenses numerous other businesses throughout the United States and abroad, including other hotels, other properties for sale or lease, and golf courses and clubs.⁴⁸ Each of those hotels, golf clubs, or other businesses sets rates that far exceed the marginal cost of providing the associated services and products. These revenues then flow to Defendant. After 12:01 pm on January 20, 2017, Defendant, through at least one of his various businesses, properties, and other entities, has received one or more payments in excess of marginal costs from foreign states and will continue to do so.

B. Defendant's Domestic Emoluments Clause Violations

129. As alleged above, Defendant owns and controls hundreds of businesses throughout the country, including hotels and other properties. Through these entities and agreements, Defendant personally benefits from their business dealings, and Defendant is and

⁴⁸ U.S. Office of Gov't Ethics, Donald J. Trump 2016 Executive Branch Personnel Public Financial Disclosure Report (May 16, 2016), <http://bit.ly/2gBUwIV>.

will be enriched by any business in which they engage with state governments or agencies of the U.S. government.

130. On August 5, 2013, a business entity ultimately owned primarily by Defendant—Trump Old Post Office LLC—signed a 60-year lease with the General Services Administration—an independent agency of the United States, whose administrator is appointed by the President—to open a hotel in the “Old Post Office” Building in Washington, D.C.

131. More than 76% of Trump Old Post Office LLC is owned by DJT Holdings LLC, which is in turn owned almost entirely by the Donald J. Trump Revocable Trust, of which Defendant is the sole beneficiary. The hotel opened at this site is The Trump International Hotel Washington, D.C. Defendant has not divested his interest in the lease since becoming President.

132. Section 37.19 of the Old Post Office lease states: “No . . . elected official of the Government of the United States . . . shall be admitted to any share or part of this Lease, or to any benefit that may arise therefrom.”

133. Section 27.1 of the Old Post Office lease outlines what constitutes a “tenant’s default.” A “non-monetary breach” includes “any breach by the Tenant of any other terms, obligations, conditions, agreements or covenants under this Lease,” if that breach continues for 30 days after the tenant is given notice of it.

134. A violation of Section 37.19 is a non-monetary breach and a default unless it is remedied within 30 days after notice from the General Services Administration (“GSA”).

135. Accordingly, Defendant has been in breach of the lease with the GSA since 12:01 pm on January 20, 2017, when he became President.

136. Prior to Defendant’s inauguration, the Deputy Commissioner of the GSA indicated to Representatives Elijah Cummings, Peter DeFazio, Gerald Connolly, and André

Carson that Defendant would be in violation of lease unless he “fully divests himself of all financial interests in the lease” for the Trump International Hotel.

137. Shortly after Defendant’s inauguration, Norman Dong, a GSA official appointed by former President Barrack Obama, became acting administrator.

138. Defendant enjoys the power to fire the head of the GSA.

139. Less than a day later after Mr. Dong assumed his role as acting GSA administrator, Defendant replaced him with Tim Horne, who had coordinated the GSA’s transition with Defendant’s campaign.⁴⁹

140. On March 16, 2017, Defendant released a proposed 2018 budget. The proposed budget increases the funding available to the GSA, whereas it cuts all or nearly all other non-defense-related agencies’ budgets.⁵⁰

141. The GSA issued a letter on March 23, 2017 stating that Trump Old Post Office LLC “is in full compliance with Section 3719 [of the Lease] and, accordingly, the Lease is valid and in full force and effect.”⁵¹

142. This determination by the GSA is contrary to the plain meaning of the lease terms.

143. A significant portion of the GSA’s March 23, 2017 letter reviews the purported financial benefits of the Lease to the GSA and tax payers. This discussion is immaterial to whether Lease’s terms were breached when Defendant became President.

⁴⁹ Isaac Arnsdorf, *Trump picks leader for federal agency overseeing his D.C. hotel*, POLITICO (Jan. 26, 2017, 2:55 PM), <http://politi.co/2psgMfU>.

⁵⁰ Office of Mgmt. & Budget, Exec. Office of the President, Fiscal Year 2018 (2017), <http://bit.ly/2nvjrBO>.

⁵¹ Letter from Kevin M. Terry, Contracting Officer, United States Gen. Servs. Admin., to Donald J. Trump, Jr., (March 23, 2017), <http://bit.ly/2nhKfaB>.

144. The March 23, 2017 letter attaches an amendment to the agreement governing the business of Trump Old Post Office LLC. This amendment is the basis of the GSA's position that the tenant is in compliance with the Lease, but the letter does not explain how the amendment brings the tenant into compliance. In fact, as described above, the amendment does not prevent Defendant from receiving "any benefit" from the Lease, and Trump Old Post Office LLC remains in breach of the Lease.

145. In forbearing from enforcement of the Old Post Office Lease's default and termination procedures, despite the tenant's breach of its terms, and in cooperating with the tenant in attempting to create the appearance of compliance with the Lease, the federal government has given Defendant something of great value. Pursuant to this decision, Defendant has received an emolument.

146. Additionally, Defendant, through entities he owns, is seeking a \$32 million historic preservation tax credit for the Trump International Hotel.

147. Approval of this substantial tax credit is at the discretion of the National Park Service, an instrumentality of the federal government under Defendant's authority.⁵² If approved, the tax credit would offset approximately 20% of the cost of rehabilitating the building in which the Trump International Hotel is operating.

148. On November 14, 2016, Defendant received approval from the National Park Service, for the second step of the three step-approval process for the tax credit. If final approval is granted, it will constitute an emolument, as the decision is wholly committed to the discretion of the agency.

⁵² Eric Levitz, *Trump Won the Presidency, Then Approval on a Tax Subsidy for His Hotel*, N.Y. Mag. (November 30, 2016, 4:17 PM), <http://nym.ag/2oFF1o9>.

149. On information and belief, state and local governments have or will continue to make payments for the use of facilities owned or operated by Defendant for a variety of functions. The Defendant will receive a portion of those payments, which constitute emoluments prohibited by the Domestic Emoluments Clause.

C. Post-Inauguration Premium for Defendant's Goods and Services

150. Since Defendant's inauguration as President, goods and services sold by his various businesses have sold at a premium. Defendants' high office gives the Trump brand greater prominence and exposure. Moreover, these goods and services provide a unique benefit: access to, influence on, and the good will of the President of the United States.

151. Thus, for example, the starting rate for guest rooms at Defendant's Old Post Office hotel increased to \$500 on most nights, up hundreds of dollars from when the hotel first opened shortly before Defendant's election.⁵³

152. Further, the annual rate for membership at Defendant's Mar-a-Lago resort doubled from \$100,000 to \$200,000 shortly after he was elected.⁵⁴

D. CREW's Injuries

153. Defendant's violations of the Emoluments Clauses have required CREW to divert and expend its valuable resources specifically to counteract those violations, impairing CREW's ability to accomplish its mission. CREW has had to counteract Defendant's violations because they are particularly harmful to CREW due to its status as a nonpartisan, nonprofit organization with the resources, board of directors, in-house legal team, and specific mission that

⁵³ Julie Bykowicz, *Trump Hotel May Be Political Capital of Nation's Capital*, Associated Press (Mar. 5, 2017), <http://apne.ws/2pL6xQs>.

⁵⁴ Robert Frank, *Mar-a-Lago membership fee doubles to \$200,000*, CNBC (Jan 25, 2017, 12:41 PM), <http://cnb.cx/2kjIc2j>.

it has, and because Defendant's novel and opaque system for receiving payments perceptibly impairs CREW's daily operations.

154. There is a direct conflict between Defendant's violations of the Emoluments Clauses and CREW's mission of protecting the rights of citizens to be informed about the activities of government officials, ensuring the integrity of government officials, protecting our political system against corruption, and reducing the influence of money in politics. Defendant's violations create a tremendous risk of foreign governments using money to improperly influence the President, create questions about the President's motives in making decisions, and will likely lead to numerous conflicts and violations that the public will have insufficient information to judge.

Diversion of CREW's Communications Resources

155. CREW has expended a significant amount of time and resources since the election gathering information about the Emoluments Clause violations, and educating the public about the Emoluments Clauses and Defendant's violations of them. CREW has received hundreds of requests from the media about Defendant's conflicts of interest, including hundreds regarding the Emoluments Clauses and Defendant's violations of them. Many of these media requests sought explanations of the clauses and their applicability, and CREW has spent a substantial number of hours responding to them. As a result of these efforts to educate the public as CREW's mission requires, members of CREW's staff and its board of directors repeatedly have been interviewed by and quoted in the news media discussing the Emoluments Clauses and Defendant's violations of them. These media requests are certain to continue, and CREW will continue to need to expend time and resources to respond to them.

156. CREW regularly issues press releases and statements, and responds to requests for information and comments from the media on a range of topics, including but not limited to

ethics, corruption, campaign finance, and accountability. Both before and after the election, CREW received hundreds of questions from the news media about Defendant's businesses and conflicts of interest, including hundreds related to the Emoluments Clauses. CREW has diverted its time and resources from its other public-education activities to respond to these questions. CREW normally responds to nearly every press request. However, due to the volume of requests from national news media about Defendant's conflicts of interest, including his violations of the Emoluments Clauses, CREW has not had the time and resources to respond to requests from many smaller and regional outlets regarding, for example, local money-in-politics issues and congressional ethics issues.

Diversion of CREW's Legal Resources

157. CREW's in-house attorneys have diverted their time and resources from other projects to counteract Defendant's violations of the Emoluments Clauses. Since the election, CREW has received numerous requests for information, guidance, and advice about the Emoluments Clauses from policymakers. To respond to those requests, and as part of CREW's advocacy in support of its mission of ensuring the integrity of government officials, CREW has expended significant resources conducting legal research regarding the history and scope of the Emoluments Clauses. Moreover, CREW's attorneys, including its executive director, have spent a significant amount of time on phone calls and in meetings responding to those inquiries.

158. CREW's attorneys also have conducted legal research to respond to many of the requests for information from the news media regarding the Emoluments Clauses. In addition, CREW's attorneys and researchers have assisted in researching and drafting publications educating the public about the clause and the impact of Defendant's violations of it.

159. CREW also has conducted extensive legal research and analysis of potential legal actions to counteract Defendant's violations of the Emoluments Clauses. CREW's

attorneys have researched and analyzed potential lawsuits that could be used to enforce the clauses, drafted this complaint, and expended resources to file it. CREW's attorneys also have researched and analyzed the potential for filing complaints with government agencies.

160. CREW further has filed Freedom of Information Act requests to obtain records related to potential violations of the Emoluments Clauses. For example, on December 22, 2016, CREW sent two FOIA requests to the Department of Justice Office of Legal Counsel ("OLC"). One request sought all OLC opinions discussing the Domestic Emoluments Clause. The second sought all OLC opinions provided to the Office of Government Ethics or the GSA after November 8, 2016.

161. In addition, due in part to the volume of legal issues related to Defendant's conflicts of interest, including the need to counteract his violations of the Emoluments Clauses, CREW hired two additional senior attorneys in December 2016 and January 2017 to strengthen CREW's ability to address these issues.

162. This use of time and resources on legal matters related to Defendant's violations of the Emoluments Clauses is certain to continue in order for CREW to seek to fulfill its mission, despite the challenges posed by Defendant's violations of the Emoluments Clauses. In addition to needing to monitor Defendant's business interests for potential violations, CREW attorneys will, among other things, continue to need to evaluate payments to Defendant's hotels and other business interests to determine if they violate the Emoluments Clauses; research and analyze possible legal actions; and draft, file, and potentially litigate related Freedom of Information Act requests.

163. The time and resources CREW has used and will continue to use to counteract Defendant's violations of the Emoluments Clauses were and will continue to be diverted from other legal projects and activities in which CREW would have otherwise engaged.

164. In the months immediately following elections, CREW regularly has drafted and filed complaints for violations of campaign finance and other laws related to political activity. In January 2013, for example, CREW filed complaints with the Federal Election Commission (FEC) and the Department of Justice (DOJ) alleging that several individuals, companies, and a super PAC made and accepted an illegal \$1 million conduit contribution during the 2012 election.⁵⁵ CREW also filed FEC and DOJ complaints in November 2012 against a section 501(c)(4) “dark money” organization for failing to disclose the identities of donors who contributed \$6 million to fund campaign advertisements in Ohio during the 2012 campaign.⁵⁶ Similarly, in November 2014, CREW filed a complaint with the IRS against another section 501(c)(4) organization that violated its tax-exempt status by operating almost entirely for the private benefit of a political candidate and public official by spending nearly all of its money in 2013 and 2014 on advertisements that either directly supported the candidate’s reelection or heaped praise on him in a transparent attempt to boost his political advancement and agenda.⁵⁷

165. During the 2016 election, CREW continued to track the spending and activities of candidates and outside groups engaged in politics, and intended to review campaign finance and tax records following the election. CREW expected to continue conducting that research after the election and to file complaints against several organizations regarding their compliance with campaign finance and tax law. Although CREW has been able to expend some resources on these activities and did file one complaint it drafted before the election, it has not been able to

⁵⁵ *CREW Files DOJ, FEC Complaints Against Payday Lender For Illegal Conduit Contribution to Super PAC* (Jan. 8, 2013), <http://bit.ly/2oQjriL>.

⁵⁶ *CREW Files FEC Complaint Against Crossroads GPS For Failing to Disclose Donors* (Nov. 15, 2012), <http://bit.ly/2puYE28>.

⁵⁷ *CREW Files IRS Complaint Against the Kentucky Opportunity Coalition* (Nov. 24, 2014), <http://bit.ly/2oiKXCr>.

complete research for or draft and file other complaints in part because it needed to divert time and resources to counteract Defendant's violations of the Emoluments Clauses.

166. In recent years, CREW has pursued a project related to campaign finance and ethics in the states. Work on that project has included, among other things, monthly concentrated periods for CREW staff to conduct research and explore potential legal actions. CREW has not been able to conduct many aspects of this project, including the monthly staff work periods, since just after the 2016 election due to the need to divert its time and resources to responding to Defendant's conflicts of interests, including his violations of the Emoluments Clauses. CREW does not expect to have the resources to conduct these activities in the foreseeable future.

167. CREW also researches, drafts, and files comments with government agencies related to rulemakings and other regulatory actions. For example, in the months following the 2014 elections, CREW drafted comments in response to an FEC rulemaking notice,⁵⁸ and filed the comments in January 2015.⁵⁹ Following the 2016 elections, several FEC rulemaking comment periods were open. CREW considered filing comments in these proceedings, but did not do so due to the need to divert its time and resources to responding to Defendant's conflicts of interests, including his violations of the Emoluments Clauses.

Diversion of CREW's Research Resources

168. Defendant's violations of the Emoluments Clauses also have required CREW to expend a significant amount of time and resources to research and monitor Defendant's business

⁵⁸ Advance Notice of Proposed Rulemaking, Earmarking, Affiliation, Joint Fundraising, Disclosure, and Other Issues, 79 Fed. Reg. 62361 (Oct. 17, 2014) (REG 2014-01).

⁵⁹ *CREW to FEC: Comments on Addressing Corruption and Deficiencies in Disclosure* (Jan. 15, 2015), <http://bit.ly/2nWEWiL>.

interests. Since the November 2016 election, CREW researchers have dedicated significant time and effort to developing a comprehensive understanding of Defendant's business empire and conflicts of interest, particularly regarding his business ties to foreign companies and governments that run a strong risk of resulting in a violation of the Emoluments Clauses. For example, CREW researchers have compiled and analyzed data regarding the more than 500 business entities Defendant listed on his 2016 personal financial-disclosure form, developing that information for both internal and external uses. As part of that project, CREW researchers devoted at least seventy hours to creating a series of infographics to explain the Defendant's businesses and income, emphasizing the Defendant's foreign businesses.⁶⁰ This project began on November 28, 2016 and is not yet fully completed. Every member of CREW's research team has worked on this project on a near-daily basis.

169. This project was launched in part to aid in responding to questions from the news media about the extent of Defendant's business dealings. As explained above, CREW has received hundreds of questions from the news media about Defendant's businesses, including his foreign businesses, and CREW determined that a comprehensive internal resource was necessary to help answer those questions.

170. As a result of Defendant's decision to not divest himself from his properties and business interests, CREW will need to continue to expend significant time and resources to research and monitor Defendant's violations of the Emoluments Clauses. As part of its mission, CREW will need to research and monitor Defendant's businesses to determine if he receives any foreign emoluments through them. Payments to his businesses, however, are rarely public,

⁶⁰ John Morgan, et al., *5 Graphics to Help You Understand President Trump's Conflict of Interest* (Feb. 22, 2017), <http://bit.ly/2IKJ419>.

requiring CREW to expend resources to uncover them. Again, this will require significant time and resources as payments to hotels and other business entities are rarely public, and neither Defendant nor his attorney announced any system for transparency or accountability for these or any other foreign payments. Further, Defendant has intentionally made it more difficult to obtain information about foreign payments. Defendant, for instance, has refused to release his tax returns, contrary to the norm for the last forty-five years. Further, according to media reports, the press was banned from his D.C. hotel at times during the week of the inauguration.⁶¹

171. The time and resources CREW has used and will continue to use to research Defendant's business interests related to violations of the Emoluments Clauses were and will continue to be diverted from other research projects and activities in which CREW would have otherwise engaged. In the months immediately following elections, CREW traditionally has produced research and reports looking back at money-in-politics issues and players in that election cycle. In December 2012, for example, CREW published *Stealth Donors*, a report on donors who gave more than \$1 million to super PACs trying to influence the 2012 election but whose efforts to sway voters were largely out of the public view.⁶² CREW similarly researched and published in December 2014 a series of blog posts on "dead-end disclosure," practices used to keep secret the identities of donors who give money to outside groups attempting to influence elections.⁶³

172. CREW intended to conduct similar research and analysis on campaign-finance

⁶¹ Daniel Lippman, *Trump's D.C. hotel bans press during inauguration week*, POLITICO (Jan. 18, 2017), <http://politi.co/2jo2jw1>.

⁶² *Stealthy Super PAC Donors Stay Under the Radar* (Dec. 3, 2012), <http://bit.ly/2pbnuam>.

⁶³ Matt Corley & David Crockett, *CREW Series: Dead End Disclosure in the 2014 Elections* (Dec. 15, 2014), <http://bit.ly/2oQ3glF>.

issues in the aftermath of the 2016 election and expected to publish the results, but has not had time and resources to follow through on these plans or develop other evaluations of spending in the 2016 election. Instead, CREW needed to divert its resources to research and analyze Defendant's business interests, particularly those related to violations of the Emoluments Clauses. In early 2016, for example, CREW published a report on the post-2014 election contributions to new members of Congress by special interest PACs.⁶⁴ CREW intended to review similar post-election campaign contributions to newly elected members in December 2016 and likely would have published a follow-up report, but did not do so due to the need to commit resources to researching Defendant's business interests.

173. CREW also normally obtains and analyzes tax returns of nonprofit groups engaged in political activities starting in the middle of November, when most of those tax returns are filed with the IRS. In past years, that research and analysis regularly has resulted in reports to educate the public, and sometimes in complaints to the IRS. In November and December 2014, for instance, CREW published two blog posts based on findings from new nonprofit tax returns filed that November,⁶⁵ and similarly published a blog post in November 2015 based on a nonprofit tax form filed that November.⁶⁶ Although CREW was able to send requests to the IRS for nonprofit tax forms filed in November 2016, it has not been able to devote as much time or resources to analyzing and subsequently writing about the information in tax returns obtained

⁶⁴ *Welcome to Washington: New Members of Congress Attract Special Interest Money* (May 9, 2016), <http://bit.ly/2pvfkXh>.

⁶⁵ Matt Corley, *Crossroads GPS and Kentucky Opportunity Coalition Have, Word for Word, the Same Mission* (Nov. 20, 2014), <http://bit.ly/2pv3gFr>; *Dr. Evil Meets the Kochtopus: Americans for Prosperity Now Supporting Berman Group* (Dec. 2, 2014), <http://bit.ly/2oGyv1T>.

⁶⁶ Matt Corley, *Freedom Partners Admits Issue Ads are Aimed at Influencing Elections* (Nov. 19, 2015), <http://bit.ly/2oiTXYa>.

and published by other sources. As a result, for example, for the first time since 2013, CREW has not published any analysis of the annual tax form filed by Freedom Partners Chamber of Commerce, a critical component in a network of politically active nonprofit groups.

Perceptible Impairment of CREW's Programmatic Functions and Fundamental Services

174. In addition to the diversion and depletion of CREW's resources, CREW is further injured because Defendant's violations of the Emoluments Clauses increase the costs to CREW to carry out its mission in the normal course of business. By accepting presents and emoluments through nonpublic channels, Defendant's violations will deprive CREW of information about financial support Defendant will be receiving from foreign, state, and the federal governments, forcing CREW to expend resources to uncover his violations of the Emoluments Clauses.

175. Defendant is the most powerful and most prominent official of the United States government. If he is permitted to violate the Constitution or escape monitoring of his financial transactions for corruption—core evils CREW fights against—that would greatly undermine CREW's mission, making it harder to hold less senior officials accountable. Thus, while it takes substantially greater resources to uncover Defendant's financial dealings and review them for violations of the Emoluments Clauses and conflicts of interest than it does to complete such work with respect to other federal officials, it is essential that CREW prioritize Defendant's violations of the Emoluments Clauses and conflicts of interest over those of lower level officials. The difficulty in addressing Defendant's violations and conflicts, given lack of access to information, and the inability, with the resources available, to complete all of CREW's other usual work, means Defendant's violations of the Emoluments Clauses directly impede CREW's ability to fulfill its mission.

176. In the course of CREW's normal activities and daily operations, and in order to carry out CREW's mission, CREW obtains information about financial support received by a public official or candidate from public records and filings such as campaign-finance reports and personal financial-disclosure forms. Such disclosures allow CREW to monitor public corruption and inform the public about conflicts of interest. As alleged above, CREW uses that information to craft reports and complaints and to advise policymakers and reporters as part of CREW's daily programmatic functions and its fundamental services.

177. Presents and emoluments provided to Defendant through his businesses, however, will rarely be public—especially since Defendant has eschewed mechanisms for transparency, such as releasing tax returns—and CREW will need to expend significant resources to uncover those payments. For example, a foreign country's payments for an opulent reception at one of Defendant's hotels, or the terms of a lease for a foreign-state-owned bank at one of his building, are not public information. To try to determine if Defendant is receiving prohibited foreign emoluments that raise concerns of corruption and conflicts of interest, and in order for CREW to continue to carry out its mission through its daily operations and fundamental services, CREW has needed and will need to continue expending significant resources far in excess of those required if money transfers to Defendant occurred through more traditional and transparent means.

178. Defendant's activities are at loggerheads and directly conflict with CREW's mission.

179. Accordingly, Defendant's use of a novel and opaque method for receiving illicit and corrupting payments denies CREW information CREW would typically use to carry out its daily programmatic operations and fundamental services. Defendant's activities therefore impede CREW's operations, to the injury of CREW.

E. ROC United's Members' Injuries

180. ROC United, a nonprofit organization, has nearly 25,000 restaurant-employee members; through its project RAISE, it has over 200 restaurant members; and through its project Diners United, it has about 3,000 diner members. ROC United engages workers, employers, and consumers to improve wages and working conditions in the restaurant industry, including by providing job training, placement, leadership development, civic engagement, legal support, and policy advocacy.

181. A project of ROC United, RAISE seeks to work with restaurant owners to implement sustainable business models that champion living wages, basic benefits, fair promotion policies, environmental sustainability, safe and healthy workplaces, and other “high road” employer practices.

182. Each category of ROC United members has its own leadership committee. Worker members are organized in ten local offices and as online members. Those local offices send members to ROC United's National Leadership Network. Restaurant members of RAISE, which include restaurants located in both Washington, D.C. and New York City, volunteer to serve on the RAISE steering committee. Consumer members of Diners United volunteer to serve on the Diners United board of directors. The National Leadership Network and RAISE steering committee elect worker and restaurant members to ROC United's Board of Directors.

183. RAISE's steering committee holds regular meetings and is responsible for determining and implementing RAISE's agenda.

184. The majority of the members of the board of directors of ROC United are members of ROC United, elected through the three membership leadership committees.

185. ROC United's Board of Directors is responsible for determining and implementing its mission, monitoring its programs, strategic planning, fundraising, budgeting, and policy development and oversight.

186. Each leadership entity—National Leadership Network, RAISE's steering committee, and Diners United's board—conducts monthly calls with ROC United's leadership and discusses campaigns and members' needs and concerns.

187. Through their representation on the Board of Directors, and through the regular monthly calls between the three leadership committees and ROC United's leadership, ROC United's members play a substantial role in determining and implementing ROC United's mission and initiatives.

188. Each RAISE member had an in-depth orientation prior to joining ROC United. RAISE has regular quarterly meetings of its membership and an annual conference.

189. About 16,000 of ROC United's worker members have been through an in-person orientation; the remaining 9,000 worker members signed up online. Each of the ten local ROC United offices conducts monthly membership meetings for worker members, and there is an annual conference.

190. ROC United emails a monthly newsletter that is distributed to all of its restaurant and worker members and keeps them informed concerning the status of ROC United's initiatives. ROC United also sends email blasts to its full membership on a weekly basis.

191. ROC United also owns and operates the restaurant COLORS in New York City and Detroit, and will soon be opening its Washington, D.C. location.

192. ROC United brings this action on behalf of its members to stop and prevent the violations of the Emoluments Clauses that Defendant has committed and will commit. As a direct result of Defendant's refusal to avoid these and other violations of the Emoluments

Clauses, ROC United's members have been significantly injured and will continue to be injured without relief from this Court.

193. While many individual members of ROC United, including members of RAISE, could bring suit in their own right, it is more efficient for them to act as a group, through ROC United. Since they seek only declaratory and injunctive relief, not damages, individual actions would be unnecessarily duplicative.

194. It is consistent with ROC United's mission to protect its worker members from being deprived of wages or tips because they work for restaurants that are subject to loss of business due to foreign states, the United States, or state or local governments patronizing establishments with financial connections to Defendant rather than restaurants where ROC United members work. It is further consistent with ROC United's mission and its RAISE project's purpose to protect restaurant members, who are committed to fair business practices, from being subject to loss of business due to foreign states, the United States, or state or local governments patronizing establishments with financial connections to Defendant rather than restaurant members of ROC United.

Injuries to ROC United's Restaurant Members

195. ROC United's members through its project RAISE include award-winning and nationally renowned restaurants, including several that have earned prestigious Michelin stars. Diners at these restaurants—especially those located in Washington, D.C. and New York—frequently include diplomats and other officials of foreign states, the United States, and various state and local governments traveling on government business, and thus paying for their meals with government funds. Several of ROC United's restaurant members also host and/or cater government events, including for officials and employees of foreign states, the United States, and various state and local governments.

196. Hotels owned by Defendant and those in which he has a financial interest include restaurants that compete directly with restaurant members of ROC United by providing the same or similar services in the same marketplace. For instance, Trump International Hotel & Tower New York includes restaurants Jean-George and Nougatine; Trump SoHo New York includes restaurant Koi SoHo; and Trump International Hotel, Washington, D.C. includes restaurant BLT Prime. Moreover, Defendant owns the restaurant in the Washington, D.C. hotel through various business entities and merely licenses the name from BLT Prime and pays BLT Prime to operate it.⁶⁷ Several of the restaurant members of ROC United are located near these hotels with restaurants and compete for the same clientele.

197. Other properties owned by Defendant also include restaurants that directly compete with restaurant members of ROC United by providing the same or similar services in the same marketplace. For example, the Trump Grill is located in Trump Tower, and the World Bar is located in Trump World Tower, both in New York City. Further, Defendant, through various business entities, owns Trump Grill.

198. ROC United's restaurant members have been harmed and will continue to be harmed by Defendant's ongoing financial interest in businesses which receive payments from foreign states, the United States, or state or local governments.

199. Officials of foreign states and of the United States and various state and local governments have purchased and will use their government's funds to purchase food and services from one or more restaurants owned by Defendant, instead of from competing restaurants that are members of ROC United.

⁶⁷ Jessica Sidman, *How Donald Trump Lost His DC Restaurants*, Washingtonian (Oct. 23, 2016), <http://bit.ly/2htYzq9>.

200. Officials of foreign states and of the United States and various state and local governments who stay at Defendant's hotels on official business or who are tenants in Defendant's properties have and will pay with government funds to dine at restaurants located in those hotels or properties—instead of at competing restaurants that are members of ROC United.

201. Defendant also has benefitted and will benefit in several respects from payments made from foreign states and from the United States and state and local governments to restaurants located in hotels and properties owned by Defendant. For some restaurants, such as BLT Prime and Trump Grill, Defendant owns the restaurants directly, and revenue to those restaurants from foreign states and from the United States and state and local governments, is revenue to Defendant. As to other restaurants, the revenue that they receive, including from foreign states and from the United States and state and local governments, affect the amount of rent that hotels and properties in which Defendant is financially interested are able to charge the restaurants.

202. Additionally, as alleged herein, Defendant has used his official position as President to generate business to his hotel properties and their restaurants from officials of foreign states, the United States, and/or state and local governments. As set forth above at ¶¶ 60-63, Defendant has promoted his properties, including specifically Trump International Hotel in Washington, D.C., and the Hotel has specifically sought to generate business from the diplomatic community, members of which have specifically stated they are more likely to pay for goods and services at Defendant's properties because of his official position.

203. Restaurant members of ROC United that compete with restaurants located in Defendant's hotels and other properties have been harmed and will be harmed due to loss of business by Defendant's receipt of benefits from foreign states, the United States, and various

state and local governments.

Injuries to ROC United's Worker Members

204. ROC United's worker members have also been injured in connection with Defendant's receipt of payments from foreign states, the United States, and state and local governments, through his financial interest in businesses including hotels and restaurants.

205. ROC United's worker members include employees at restaurants that compete directly with restaurants located in Defendant-owned restaurants and restaurants in hotels and other properties owned by Defendant or in which Defendant has a financial interest by providing the same or similar services in the same marketplace. In particular, ROC United's worker members include employees of award-winning and nationally renowned restaurants located near restaurants in which Defendant has a financial interest.

206. Diners at these restaurants—especially those located in Washington, D.C. and New York—frequently include diplomats and other officials of foreign states, the United States, and various state governments traveling on official business, and thus paying with their government's funds. Restaurants at which ROC United worker members are employed also host and/or cater government events, including for officials and employees of foreign states, the United States, and various state and local governments.

207. ROC United's worker members have been harmed and will continue to be harmed by Defendant's receipt of payments from foreign states, the United States, and state and local governments, through his financial interest in businesses including hotels and restaurants.

208. Officials of foreign states and of the United States and various state and local governments have and will use their government's funds to purchase meals from one or more restaurants owned by Defendant or in which Defendant has a financial interest, instead of from competing restaurants that employ ROC United's members.

209. Officials of foreign states and of the United States and various state and local governments who stay at Defendant's hotels have and will use their government's funds to pay to dine at restaurants located in Defendant's hotels, instead of at competing restaurants that employ ROC United's members.

210. Defendant also has benefitted and will benefit in several respects from payments made from foreign states and from the United States and state and local governments to restaurants located in hotels and properties owned by Defendant. For some restaurants, such as BLT Prime and Trump Grill, Defendant owns the restaurants directly, and revenue to those restaurants from foreign states and from the United States and state and local governments is revenue to Defendant. As to other restaurants, the revenue that they receive, including from foreign states and from the United States and state and local governments, affect the amount of rent that Defendant's hotels and properties are able to charge the restaurants

211. Additionally, as alleged herein, Defendant has used his official position as President to generate business to his hotel properties and their restaurants from officials of foreign states, the United States, and/or state and local governments. As set forth above at ¶¶ 60-63, Defendant has promoted his properties, including specifically Trump International Hotel in Washington, D.C., and the Hotel has specifically sought to generate business from the diplomatic community, members of which have specifically stated they are more likely to pay for goods and services at Defendant's properties because of his official position.

212. ROC United workers' members' pay, including the amount received in tips, depends on the amount of business that the restaurants that employ them are able to attract. Accordingly, worker members of ROC United who are employed by restaurants that compete with restaurants located in Defendant's hotels and other properties, including restaurants owned by Defendant, have been harmed and will be harmed, by loss of income, due to Defendant's

receipt of benefits from foreign states, the United States, and various state governments.

Injuries to ROC United's COLORS Restaurants

213. ROC United owns and operates the restaurant COLORS, which serves locally sourced foods. Diners at COLORS include officials of foreign states or their subdivisions, the United States, and various state and local governments traveling on government business, and thus paying for their meals with government funds.

214. Hotels owned by Defendant and those in which he has a financial interest include restaurants that compete directly with COLORS by providing the same or similar services in the same marketplace. For instance, Trump SoHo New York includes restaurant Koi SoHo. COLORS NY is located in Manhattan near Trump SoHo and competes with restaurants located there for clientele.

215. COLORS has been harmed and will continue to be harmed by Defendant's ongoing financial interest in businesses which receive payments from foreign states, the United States, or state or local governments.

216. Officials of foreign states and of the United States and various state and local governments have purchased and will use their government's funds to purchase food and services from one or more restaurants owned by Defendant, instead of from competing restaurants like COLORS.

217. Officials of foreign states and of the United States and various state and local governments who stay at Defendant's hotels on official business or who are tenants in Defendant's properties have and will pay with government funds to dine at restaurants located in those hotels or properties—instead of at competing restaurants like COLORS.

218. Defendant also has benefitted and will benefit in several respects from payments made from foreign states and from the United States and state and local governments to

restaurants located in hotels and properties owned by Defendant. For some restaurants, such as BLT Prime and Trump Grill, Defendant owns the restaurants directly, and revenue to those restaurants from foreign states and from the United States and state and local governments is revenue to Defendant. As to other restaurants, the revenue that they receive, including from foreign states and from the United States and state and local governments, affect the amount of rent that hotels and properties in which Defendant is financially interested are able to charge the restaurants.

219. Additionally, as alleged herein, Defendant has used his official position as President to generate business to his hotel properties and their restaurants from officials of foreign states, the United States, and/or state and local governments. As set forth above at ¶¶ 60-63, Defendant has promoted his properties, including specifically Trump International Hotel in Washington, D.C., and the Hotel has specifically sought to generate business from the diplomatic community, members of which have specifically stated they are more likely to pay for goods and services at Defendant's properties because of his official position.

220. COLORS has been harmed and will be harmed by loss of business due to Defendant's receipt of benefits from foreign states, the United States, and various state and local governments.

F. Jill Phaneuf's Injuries

221. Plaintiff Jill Phaneuf is an individual resident of Washington, D.C. She has worked for hotel owners in Washington, D.C. for several years. In her current position, she works with a hospitality company to book events for two hotels, the Kimpton Carlyle Hotel and the Kimpton Glover Park Hotel. She specifically seeks to book embassy functions and political functions involving foreign governments, in addition to other events. Her compensation depends

in large part on payment of a percentage of the gross receipts arising from events that she generates for the hotels.

222. The hotels for which Ms. Phaneuf seeks to book embassy and political functions and other events compete with hotels owned by Defendant or in which Defendant has a financial interest.

223. Hotels owned by Defendant and those in which he has a financial interest compete directly with hotels for which Ms. Phaneuf works to book events by providing the same or similar services in the same marketplace. For example, as set forth above at ¶¶ 60-63, Defendant has promoted his properties, including specifically Trump International Hotel in Washington, D.C., and the Hotel has specifically sought to generate business from the diplomatic community.

224. Foreign states have and will host events at hotels owned by Defendant, instead of at competing hotels.

225. As an individual working to book events at competitor hotels, Ms. Phaneuf will be injured due to loss of commission-based income.

226. Defendant has benefitted and will benefit in several respects from payments made from foreign states and from the United States and state and local governments to hotels owned by Defendant.

227. Ms. Phaneuf will continue to be harmed by Defendant's ongoing financial interest in businesses which receive payments from foreign states, the United States, or state or local government.

G. Eric Goode's Injuries

228. Plaintiff Eric Goode is an individual resident of New York, New York. Mr. Goode is the owner of several celebrated hotels, restaurants, bars, and event spaces in New York.

These include the Maritime Hotel located in Chelsea; the Bowery Hotel and Ludlow Hotel, both in the Lower East Side; and the Jane Hotel in the Meatpacking District. Among the restaurants that Mr. Goode owns are the Park, Waverly Inn, and Gemma, the last of which is located in the Bowery Hotel.

229. Travel & Leisure has called Mr. Goode's hotels "downtown landmarks known for their stylish accommodations and nightlife" and his restaurants "buzzy."⁶⁸ The Bowery Hotel has been referred to as an "essential New York hotel" and "neighborhood gamechanger,"⁶⁹ which offers "the quintessential New York experience."⁷⁰ Its restaurant, Gemma, has been described as one of New York City's best hotel restaurants with "essential al fresco dining."⁷¹

230. Diners at Mr. Goode's restaurants and guests at his hotels frequently include diplomats and other officials of foreign states, the United States, and various state governments traveling on official business, and thus paying with their government's funds.

231. Mr. Goode's hotels and restaurants compete with hotels and restaurants owned by Defendant, and with restaurants located in hotels and other properties owned by Defendant, or in which Defendant has a financial interest, by providing the same or similar service in the same marketplace.

⁶⁸ Jacqueline Gifford, *Hotelier Eric Goode's New York City Hotspots*, Travel & Leisure (Nov. 10, 2016), <http://tandl.me/2qUjUSx>.

⁶⁹ Jessica Dailey, *The 18 Essential New York City Hotels*, Curbed New York (Nov. 4, 2014), <http://bit.ly/2q6SPc2>.

⁷⁰ Catherine Eade, *Where the Beckhams and Kardashians REALLY stay: Inside the Big Apple hotels hosting the A-list for New York Fashion Week*, Daily Mail (Sept. 11, 2014), <http://dailym.ai/1oACWl2>.

⁷¹ Greg Morabito, *A Guide to New York City's Best Hotel Restaurants*, Eater New York (June 24, 2013), <http://bit.ly/2qUqN6s>.

232. Foreign states have hosted and will host events at hotels and restaurants in which Defendant has financial interests, instead of at competing hotels and restaurants.

233. Defendant has benefitted and will benefit in several respects from payments made from foreign states and from the United States and state and local governments to hotels and restaurants owned by Defendant.

234. As a hotel and restaurant owner, Mr. Goode will be harmed due to loss of revenue by Defendant's ongoing financial interest in businesses which receive payments from foreign states, the United States, or state or local government.

H. Plaintiffs' Injuries Warrant an Equitable Remedy

235. Except for those expenses involved in preparing for this specific litigation, CREW would have suffered the injuries described even if it had not filed this case.

236. So long as violations of the Emoluments Clauses are permitted to continue, CREW will continue to suffer from interference with its mission, and with diversion of resources to investigate, track, and educate around violations of the Emoluments Clauses. Monetary relief could not make up for the frustration of CREW's mission that the emoluments violations cause.

237. The declaratory and injunctive relief that CREW is seeking would provide a remedy for the many injuries described above. If such relief is granted, resolving the disputes between CREW and Defendant over the Emoluments Clauses and enjoining Defendant from violating the Emoluments Clauses, CREW would no longer suffer the diversion and depletion of resources described above.

238. So long as violations of the Emoluments Clauses are permitted to continue, ROC United's members will continue to suffer from unfair competition as foreign states, the United States, and state and local governments divert their business to restaurants in which Defendant has a financial interest. The ongoing nature of the injury makes monetary relief an

inadequate remedy for the injuries that emoluments violations cause.

239. The declaratory and injunctive relief that ROC United is seeking would provide a remedy for the many injuries described above. If such relief is granted, resolving the disputes between ROC United and Defendant over the Emoluments Clauses and enjoining Defendant from violating the Emoluments Clauses, ROC United members would no longer suffer the injuries described above.

240. So long as violations of the Emoluments Clauses are permitted to continue, Ms. Phaneuf will continue to suffer from unfair competition as foreign states, the United States, and state and local governments divert their business to hotels in which Defendant has a financial interest. The ongoing nature of the injury makes monetary relief an inadequate remedy for the injuries that emoluments violations cause.

241. The declaratory and injunctive relief that Ms. Phaneuf is seeking would provide a remedy for the injuries described above. If such relief is granted, resolving the disputes between Ms. Phaneuf and Defendant over the Emoluments Clauses and enjoining Defendant from violating the Emoluments Clauses, Ms. Phaneuf would no longer suffer the injuries described above.

242. So long as violations of the Emoluments Clauses are permitted to continue, Mr. Goode will continue to suffer from unfair competition as foreign states, the United States, and state and local governments divert their business to hotels and restaurants in which Defendant has a financial interest. The ongoing nature of the injury makes monetary relief an inadequate remedy for the injuries that emoluments violations cause.

243. The declaratory and injunctive relief that Mr. Goode is seeking would provide a remedy for the injuries described above. If such relief is granted, resolving the disputes between Mr. Goode and Defendant over the Emoluments Clauses and enjoining Defendant from

violating the Emoluments Clauses, Mr. Goode would no longer suffer the injuries described above.

I. Other Injuries

244. Beyond the injuries described above, Defendant's unconstitutional conduct has caused added financial costs and greater logistical difficulties with respect to informing—and helping to protect from corrupt and unethical manipulation—innocent and unaware third parties, including consumers, workers, and small businesses. As the Executive Branch, led by Defendant, shapes the strategy, substance, and timing of its trade and other commercial and financial negotiations with foreign governments, these third parties are at risk of having their economic interests and financial welfare bartered away, with Defendant rewarding foreign governments in connection with his own business interests.

245. With efforts to educate these unknowing third parties obstructed, the consumers, workers, and small businesses, who may not compete directly with the Defendant, but who will surely be impacted by his biased decision-making, will remain in the dark about the conflicting, dual roles that Defendant plays in negotiating with foreign governments, as President and businessman.

246. Competitors of Defendant's hotels, golf courses, and other properties and businesses also are injured, financially, by the uneven and unfair playing field created by Defendant's unconstitutional conduct. Those injuries occur both when the competitors lose business directly to Defendant's businesses and when the competitors' brands lose economic value in comparison with the enhanced value of Defendant's brands, including due to foreign and state governments and their agents and instrumentalities seeking to curry favor with Defendant by favoring his businesses.

**V.
CLAIMS**

COUNT I

**Violations of the Foreign Emoluments Clause
(Declaratory and Injunctive Relief)**

247. Plaintiffs reallege and incorporate herein by reference each and every foregoing paragraph of this Complaint as if set forth in full.

248. Defendant is a “Person holding any Office of Profit or Trust” under the Foreign Emoluments Clause.

249. Together, the phrases “present” and “Emolument . . . of any kind whatever” under the Foreign Emoluments Clause cover anything of value, including without limitation, monetary and non-monetary gifts or transactions, transactions granting special treatment, and transactions above marginal cost.

250. The phrase “any King, Prince, or foreign State” under the Foreign Emoluments Clause includes any foreign government and any agent or instrumentality thereof.

251. Defendant’s acceptance of a “present” or “Emolument” from “any King, Prince, or foreign State,” without “the Consent of the Congress,” violates the Foreign Emoluments Clause.

252. As described more fully in paragraphs 42 to 128 herein, Defendant has committed violations of the Foreign Emoluments Clause and, without this Court’s intervention, will continue to commit violations of the Foreign Emoluments Clause. Defendant is and will be accepting “present[s]” or “Emolument[s]” directly from—or from agents or instrumentalities of—China, the United Arab Emirates, Kuwait, Indonesia, Saudi Arabia, Bahrain, Azerbaijan, Afghanistan, Qatar, India, Georgia, the United Kingdom, and other “foreign State[s],” without seeking or obtaining “the Consent of the Congress.” As described more fully in paragraphs 42 to

128 herein, Defendant is committing or will commit these violations in connection with transactions involving New York's Trump Tower, the Trump International Hotel Washington, D.C., Trump World Tower, restaurants Defendant owns or that are located in his hotels or other properties, the television program "The Apprentice" and its spinoffs and international versions, and other business and property interests and transactions in the United States and abroad.

253. There is an actual controversy between Plaintiffs and Defendant as to the meaning of the Foreign Emoluments Clause and its application to Defendant and his conduct.

254. Specifically, Plaintiffs allege that: (a) Defendant is a "Person holding any Office of Profit or Trust" under the Foreign Emoluments Clause; (b) together, the phrases "present" and "Emolument . . . of any kind whatever" under the Foreign Emoluments Clause cover anything of value, including above- or below-market rates; (c) the phrase "any King, Prince, or foreign State" under the Foreign Emoluments Clause includes any foreign government and any agent or instrumentality thereof; and (d) Defendant's acceptance of a "present" or "Emolument" from "any King, Prince, or foreign State," without "the Consent of the Congress," constitutes a violation of the Foreign Emoluments Clause. Plaintiffs also allege that Defendant, through the conduct described more fully in paragraphs 42 to 128 herein, is violating or will violate the Foreign Emoluments Clause, and that no proposed plan announced by Defendant or his attorneys can make this conduct constitutional or otherwise remedy these constitutional violations. Defendant disagrees with each of these positions.

255. As a direct result of these violations of the Foreign Emoluments Clause, Plaintiffs have already suffered significant harm. Plaintiffs stand to suffer additional significant harm directly from the further occurrence of these violations.

256. Plaintiffs are entitled to bring this action pursuant to this Court's inherent ability to award equitable relief where a federal official violates or is about to violate the U.S.

Constitution or federal law.

257. Plaintiffs are entitled to injunctive relief to stop and prevent the above-mentioned Foreign Emoluments Clause violations and any other Foreign Emoluments Clause violations. This Court has the power to grant such relief pursuant to its inherent authority to grant equitable relief and 28 U.S.C. § 1331. Such relief would enjoin Defendant from violating the Foreign Emoluments Clause, as construed by this Court, including requiring Defendant to release financial records sufficient to confirm that Defendant is not engaging in any further transactions that would violate the Foreign Emoluments Clause. Without such relief, Plaintiffs will suffer significant injury.

258. Plaintiffs are entitled to declaratory relief under 28 U.S.C. § 2201. A declaration resolving the actual controversy between Plaintiffs and Defendant—as to the meaning of the Foreign Emoluments Clause and whether Defendant’s conduct is violating and will violate the Foreign Emoluments Clause—will serve a useful purpose in settling the legal issues in this action and offering relief from uncertainty. Without this relief, Plaintiffs will continue to suffer significant injury.

COUNT II
Violations of the Domestic Emoluments Clause
(Declaratory and Injunctive Relief)

259. Plaintiffs reallege and incorporate herein by reference each and every foregoing paragraph of this Complaint as if set forth in full.

260. Defendant is the President of the United States.

261. The phrase “any other Emolument” under the Domestic Emoluments Clause covers monetary and non-monetary payments or transactions, transactions granting special treatment, and transactions above marginal cost, excluding presents and the President’s “Compensation” as set by Congress.

262. The phrase “the United States, or any of them” in the Domestic Emoluments Clause includes any part of the federal government, any state government, any local government, and any agent or instrumentality thereof.

263. Defendant’s acceptance of an “any other Emolument” from “the United States, or any of them” violates the Domestic Emoluments Clause.

264. As described more fully in paragraphs 129 to 149 herein, Defendant has committed violations of the Domestic Emoluments Clause and, without this Court’s intervention, will continue to commit violations of the Domestic Emoluments Clause. Defendant has accepted and will accept “Emolument[s]” from the GSA and the National Park Service, instrumentalities of the United States. As described more fully in paragraphs 129 to 149 herein, Defendant committed and will commit these violations in connection with transactions involving the Trump International Hotel, and other business and property interests and transactions in the United States. Such emoluments are not part of Defendant’s congressionally authorized “Compensation.”

265. As a direct result of these violations of the Domestic Emoluments Clause, Plaintiffs have already suffered significant harm. Plaintiffs also stand to suffer additional significant harm directly from the further occurrence of these violations.

266. Plaintiffs are entitled to bring this action pursuant to this Court’s inherent authority to award equitable relief where a federal official violates or will violate the U.S. Constitution or federal law.

267. There is an actual controversy between Plaintiffs and Defendant as to the meaning of the Domestic Emoluments Clause and its application to Defendant and his conduct. Specifically, Plaintiffs allege that: (a) the phrase “any other Emolument” under the Domestic Emoluments Clause covers monetary and non-monetary payments or transactions, transactions

granting special treatment, and transactions above marginal cost, excluding presents and the President’s “Compensation” as set by Congress as of the time of the President’s inauguration; (b) the phrase “the United States or any of them” under the Domestic Emoluments Clause includes any part of the federal government, any state government, and any agent or instrumentality thereof; and (c) Defendant’s acceptance of an “Emolument” from “the United States, or any of them” constitutes a violation of the Domestic Emoluments Clause. Plaintiffs have also has taken the positions that Defendant, through the conduct described more fully in paragraphs 129 to 149 herein, is violating or will violate the Domestic Emoluments Clause, and that no proposed plan announced by Defendant or his attorneys can make this conduct constitutional or otherwise remedy these constitutional violations. Defendant disagrees with each of these positions.

268. Plaintiffs are entitled to injunctive relief to stop and prevent the above-mentioned Domestic Emoluments Clause violations and any other Domestic Emoluments Clause violations. This Court has the power to grant such relief pursuant to its inherent authority to grant equitable relief and 28 U.S.C. § 1331. Such relief would enjoin Defendant from violating the Domestic Emoluments Clause, as construed by this Court, including requiring Defendant to release financial records sufficient to confirm that Defendant is not engaging in any further transactions that would violate the Domestic Emoluments Clause. Without such relief, Plaintiffs will suffer significant injury.

269. Plaintiffs are entitled to declaratory relief under 28 U.S.C. § 2201. A declaration resolving the actual controversy between Plaintiffs and Defendant—as to the meaning of the Domestic Emoluments Clause and whether Defendant’s conduct is violating and will violate the Domestic Emoluments Clause—will serve a useful purpose in settling the legal issues in this action and offering relief from uncertainty. Without this relief, Plaintiffs will continue to suffer significant injury.

**VI.
PRAYER FOR RELIEF**

WHEREFORE, Plaintiffs respectfully request that this Court enter a judgment in their favor and against Defendant, consisting of:

(a) A declaratory judgment, stating that:

(1) Defendant is a “Person holding any Office of Profit or Trust” under the Foreign Emoluments Clause;

(2) together, the phrases “present” and “Emolument . . . of any kind whatever” under the Foreign Emoluments Clause cover anything of value, including without limitation, monetary and non-monetary gifts or transactions, transactions granting special treatment, and transactions above marginal cost;

(3) the phrase “any King, Prince, or foreign State” under the Foreign Emoluments Clause includes any foreign government and any agent or instrumentality thereof;

(4) Defendant’s acceptance of a “present” or “Emolument” from “any King, Prince, or foreign State,” without “the Consent of the Congress,” constitutes a violation of the Foreign Emoluments Clause;

(5) the phrase “any other Emolument” under the Domestic Emoluments Clause covers monetary and non-monetary payments or transactions, transactions granting special treatment, and transactions above marginal cost, excluding presents and the President’s “Compensation” as set by Congress at the time of the President’s inauguration;

(6) the phrase “the United States or any of them” under the Domestic Emoluments Clause includes any part of the federal government, any state government,

any local government, and any agent or instrumentality thereof;

(7) Defendant's acceptance of an "Emolument" from "the United States or any of them" violates the Domestic Emoluments Clause;

(8) Defendant's conduct, as described more fully in paragraphs 42 to 128 herein, violates or will violate the Foreign Emoluments Clause; and

(9) Defendant's conduct, as described more fully in paragraphs 129 to 149 herein, violates or will violate the Domestic Emoluments Clause.

(b) Injunctive relief, enjoining Defendant from violating the Foreign and Domestic Emoluments Clauses, as construed by this Court, and requiring Defendant to release financial records sufficient to confirm that Defendant is not engaging in any further transactions that would violate the Emoluments Clauses;

(c) Such other and further relief as this Court may deem just and proper, including reasonable attorneys' fees and costs under 28 U.S.C. § 2412(a) and (d) or as otherwise appropriate.

Dated: May 10, 2017

GUPTA WESSLER PLLC

By: s/ Deepak Gupta
Deepak Gupta

AMBASSADOR (RET.) NORMAN L. EISEN
Chair, Board of Directors
RICHARD W. PAINTER
Vice Chair, Board of Directors
NOAH BOOKBINDER
ADAM J. RAPPAPORT
STUART C. MCPHAIL
Citizens for Responsibility and
Ethics in Washington
455 Massachusetts Avenue, N.W., 6th Floor
Washington, D.C. 20001
(202) 408-5565

*Attorneys for Plaintiff Citizens For Responsibility And
Ethics In Washington*

LAURENCE H. TRIBE*
Carl M. Loeb University Professor
and Professor of Constitutional Law
Harvard Law School
1575 Massachusetts Avenue
Cambridge, MA 02138
(617) 495-1767

ERWIN CHEMERINSKY*
Dean of the School of Law
University of California, Irvine
401 East Peltason Drive
Irvine, CA 92697
(949) 824-7722

ZEPHYR TEACHOUT*
Associate Professor of Law
Fordham Law School
150 West 62nd Street
New York, NY 12580
(646) 312-8722

**Affiliations noted for identification
purposes only*

DEEPAK GUPTA**
JONATHAN E. TAYLOR
RACHEL BLOOMEKATZ
MATTHEW SPURLOCK
Gupta Wessler PLLC
1735 20th Street, N.W.
Washington, D.C. 20009
(202) 888-1741
deepak@guptawessler.com

JOSEPH M. SELLERS**
DANIEL A. SMALL
CHRISTINE E. WEBBER
GEORGE F. FARAH
Cohen Milstein Sellers & Toll PLLC
1100 New York Ave., N.W. Suite 500
Washington, DC 20005
202-408-4600
jsellers@cohenmilstein.com

*Attorneys For Plaintiffs Citizens for Responsibility and
Ethics in Washington, Restaurant Opportunities
Centers (ROC) United, Inc., Jill Phaneuf, and Eric
Goode*

***Admitted pro hac vice*

**IN THE UNITED STATES DISTRICT COURT FOR THE
SOUTHERN DISTRICT OF NEW YORK**

CITIZENS FOR RESPONSIBILITY AND
ETHICS IN WASHINGTON, RESTAURANT
OPPORTUNITIES CENTERS (ROC)
UNITED, INC., JILL PHANEUF, and ERIC
GOODE,

Plaintiffs,

v.

DONALD J. TRUMP, in his official capacity as
President of the United States of America,

Defendant.

Civil Action No. 1:17-cv-00458-GBD

DECLARATION OF DEEPAK GUPTA

I, Deepak Gupta, declare as follows:

1. I am an attorney for the plaintiffs in this case, founding principal of the law firm Gupta Wessler PLLC, and a member in good standing of the bar of the District of Columbia. I submit this declaration in support of the plaintiffs' opposition to the defendant's motion to dismiss.

2. Attached is a true and correct copy of an unpublished draft article by John Mikhail entitled *The Definition of 'Emolument' in English Language and Legal Dictionaries, 1523-1806*. In an appendix that is also attached, the article includes over 100 original images of English and legal dictionaries published between 1523 and 1806 and complete transcripts and tables of the definitions contained therein. I obtained this document from the Social Science Research Network (https://papers.ssrn.com/sol3/papers.cfm?abstract_id=2995693).

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

/s/ Deepak Gupta

Dated: August 4, 2017

Deepak Gupta

THE DEFINITION OF “EMOLUMENT” IN ENGLISH LANGUAGE AND LEGAL DICTIONARIES, 1523-1806

John Mikhail*

*In its motion to dismiss in *CREW et al. v. Trump*, the Department of Justice (DOJ) defines the word “emolument” as “profit arising from office or employ.” DOJ claims that this “original understanding” of “emolument” is both grounded in “contemporaneous dictionary definitions” and justifies an “office-and-employment-specific construction” of that term. On this basis, it argues that the Emoluments Clauses of the Constitution “do not prohibit any company in which the President has any financial interest from doing business with any foreign, federal, or state instrumentality.”*

Unfortunately, DOJ’s historical definition of “emolument” is inaccurate, unrepresentative, and misleading. Particularly because the government might seek to rely on its flawed definition in subsequent court filings, this Article seeks to correct the historical record. It does so based on a comprehensive study of how “emolument” is defined in English language dictionaries published from 1604 to 1806, as well as in common law dictionaries published from 1523 to 1792.

Among other things, the Article demonstrates that every English dictionary definition of “emolument” from 1604 to 1806 relies on one or more of the elements of the broad definition DOJ rejects in its brief: “profit,” “advantage,” “gain,” or “benefit.” Furthermore, over 92% of these dictionaries define “emolument” exclusively in these terms, with no reference to “office” or “employment.” By contrast, DOJ’s preferred definition—“profit arising from office or employ”—

* Associate Dean for Research & Academic Affairs, Professor of Law, and Agnes N. Williams Research Professor, Georgetown University Law Center. An early version of this paper was presented at a conference on Historical Semantics and Legal Interpretation sponsored by the Neubauer Collegium for Culture and Society at the University of Chicago. I wish to thank Alison LaCroix and Jason Merchant for inviting me to speak at this stimulating gathering of historians, linguists, and legal scholars working at the intersections of these fields. Thanks also to Alison, Jason, Jill Anderson, Will Baude, Elizabeth Coppock, Anastasia Giannakidou, Neal Goldfarb, Brian Slocum, Lawrence Solan, Lea VanderVelde and the other conference participants for their questions and feedback. Emily Kadens, Matthias Mahlmann, Simon Stern, and Georgia Strati gave generously of their time and expertise at an early stage of this research, for which I am grateful. Mary Sarah Bilder, Jud Campbell, Irv Gornstein, Andy Grewal, Greg Klass, Marty Lederman, Richard Primus, Jack Rakove, Gautham Rao, Jed Shugerman, Lawrence Solum, and David Vladeck also provided helpful feedback and encouragement. Two images of B.N. Defoe’s *Compleat English Dictionary* (1st ed. 1735) are reproduced here courtesy of the Folger Shakespeare Library; I thank Abbie Weinberg for her assistance in providing these images and the library for its permission to use them. Hannah Mikhail and Andrew Mikhail kindly helped me proofread tables and tabulate definitions. Finally, I wish to thank Georgetown law student Genevieve Bentz for her truly extraordinary assistance with the design and execution of this project. She deserves the lion’s share of credit for locating, transcribing, and assembling many of the documentary records included in the appendices, as well as for other outstanding contributions too numerous and varied to mention.

appears in less than 8% of these dictionaries. Moreover, even these outlier dictionaries always include “gain, or advantage” in their definitions, a fact obscured by DOJ’s selective quotation of only one part of its favored definition from Barclay (1774). The impression DOJ creates in its brief by contrasting four historical definitions of “emolument”—two broad and two narrow—is, therefore, highly misleading.

The suggestion that “emolument” was a legal term of art at the founding, with a sharply circumscribed “office-and-employment-specific” meaning, is also inconsistent with the historical record. A vast quantity of evidence already available in the public domain suggests that the founding generation used the word “emolument” in broad variety of contexts, including private commercial transactions. This Article adds to that emerging historical consensus by documenting that none of the most significant common law dictionaries published from 1523 to 1792 even includes “emolument” in its list of defined terms. In fact, this term is mainly used in these legal dictionaries to define other, less familiar words and concepts. These findings reinforce the conclusion that “emolument” was not a term of art at the founding with a highly restricted meaning.

Finally, the Article calls attention to the fact that the government’s dictionary-based argument is flawed in another, more fundamental respect. Little or no evidence indicates that the two historical dictionaries—Barclay (1774) and Trusler (1766)—on which DOJ relies in its brief to defend its “office-and-employment-specific” definition of “emolument” were owned, possessed, or used by the founders, let alone had any impact on them or on the American people who debated and ratified the Constitution. For example, neither of these dictionaries is mentioned in the more than 178,000 searchable documents in the Founders Online database, which makes publicly available the papers of the six most prominent founders. Nor do these volumes appear in other pertinent databases, such as the Journals of the Continental Congress, Letters of Delegates to Congress, Farrand’s Records, Elliot’s Debates, or the Documentary History of the Ratification of the Constitution. By contrast, all of the dictionaries that the founding generation did possess and use regularly—e.g., Johnson, Bailey, Dyche & Pardon, Ash, and Entick—define “emolument” in the broad manner favoring the plaintiffs: “profit,” “gain,” “advantage,” or “benefit.”

To document its primary claims, the Article includes over 100 original images of English and legal dictionaries published between 1523 and 1806, as well as complete transcripts and easy-to-read tables of the definitions contained therein. A second study is currently underway of dictionaries from 1806 to the present, which seeks to determine how and why definitions of “emolument” may have changed over time. Collectively, these inquiries are designed to accomplish more than simply aiding judges and holding lawyers’ feet to the fire in the emoluments cases now pending in three federal courts. They also provide a basis for educating members of Congress, government officials, journalists, scholars, and the broader public about the historical meaning of this important yet obscure constitutional term.

INTRODUCTION.....	5
I. FINDINGS AND DISCUSSION.....	8
II. THE FOUNDERS’ DICTIONARIES.....	13
III. OTHER HISTORICAL ARGUMENTS.....	18
IV. SOURCES, METHODS, AND DOCUMENTATION.....	24
CONCLUSION.....	26
APPENDIX A: “EMOLUMENT” IN ENGLISH LANGUAGE DICTIONARIES, 1604-1806	A-1
A. <i>Definitions of “Emolument” in English Dictionaries</i>	A-2
B. <i>Statistical and Longitudinal Analyses</i>	A-5
C. <i>Transcripts</i>	A-6
D. <i>Original Images</i>	A-10
1. <i>Cawdrey (1604;1617)</i>	A-10
2. <i>Bullokar (1616;1719)</i>	A-12
3. <i>Cockeram (1623;1623)</i>	A-14
4. <i>Blount (1656;1661)</i>	A-16
5. <i>Philips (1658;1720)</i>	A-18
6. <i>Coles (1676;1679)</i>	A-20
7. <i>Kersey (1702;1713)</i>	A-22
8. <i>Cocker (1704;1724)</i>	A-24
9. <i>[anon] (1707;1707)</i>	A-26
10. <i>Bailey (1721;1724)</i>	A-28
11. <i>Bailey (1730;1730)</i>	A-30
12. <i>Manlove (1735;1741)</i>	A-32
13. <i>Defoe (1735;1735)</i>	A-34
14. <i>Dyche & Pardon (1735;1754)</i>	A-36
15. <i>Martin (1749;1749)</i>	A-38
16. <i>[anon](1753;1758)</i>	A-40
17. <i>Wesley (1753;1777)</i>	A-42
18. <i>Johnson (1755;1783)</i>	A-44
19. <i>Scott (1755;1755)</i>	A-46
20. <i>Buchanan (1757;1757)</i>	A-48
21. <i>Rider (1759;1759)</i>	A-50
22. <i>Bellamy (1760;1764)</i>	A-52
23. <i>Fenning (1761;1775)</i>	A-54
24. <i>Donaldson (1763;1763)</i>	A-56
25. <i>Allen (1765;1765)</i>	A-58
26. <i>Entick (1765;1780)</i>	A-60
27. <i>Barlow (1772;1772)</i>	A-62
28. <i>Kenrick (1773;1773)</i>	A-64
29. <i>Fisher (1773;1788)</i>	A-66
30. <i>Barclay (1774;1774)</i>	A-68

31. <i>Ash</i> (1775;1775).....	A-70
32. <i>Perry</i> (1775;1775).....	A-72
33. <i>Walker</i> (1775; 1791).....	A-74
34. <i>Sheridan</i> (1780;1790).....	A-76
35. <i>Lemon</i> (1783;1783).....	A-78
36. <i>Scott</i> (1786;1810).....	A-80
37. <i>Jones</i> (1798; 1812).....	A-82
38. <i>Browne</i> (1800;1822).....	A-84
39. <i>Fulton</i> (1802;1823).....	A-86
40. <i>Webster</i> (1806;1806).....	A-88

APPENDIX B: “EMOLUMENT” IN LEGAL DICTIONARIES, 1523-1792.....A-90

<i>A. Definitions of “Emolument” in Legal Dictionaries.....</i>	A-91
<i>B. Other Uses of “Emolument” in Legal Dictionaries.....</i>	A-92
<i>C. Transcripts</i>	A-93
<i>D. Original Images</i>	
1. <i>Rastell</i> (1523;1523).....	A-95
2. <i>Cowell</i> (1607;1607).....	A-97
3. <i>Leigh</i> (1652;1658).....	A-99
4. <i>Sheppard</i> (1656;1656).....	A-101
5. <i>Spelman</i> (1664; 1664).....	A-103
6. <i>Blount</i> (1670; 1691).....	A-105
7. <i>Jacob</i> (1729; 1729).....	A-108
8. <i>Cunningham</i> (1764; 1764).....	A-112
9. <i>Kelham</i> (1779;1779).....	A-116
10. <i>Burn</i> (1792;1792).....	A-118

APPENDIX C: “EMOLUMENT” IN SYNONYMY DICTIONARIES, 1748-1813.....A-121

<i>A. Explanations of “Emolument” in Synonymy Dictionaries.....</i>	A-122
<i>B. Side-by-side Comparison of Girard (1748) and Trusler (1766)</i>	A-123
<i>C. Original Images.....</i>	A-125
1. <i>Girard</i> (1718;1748).....	A-125
2. <i>Trusler</i> (1766;1766).....	A-127
3. <i>Piozzi</i> (1794;1794).....	A-130
4. <i>Taylor</i> (1813;1813).....	A-131

INTRODUCTION

On June 9, 2017, the U.S. Department of Justice (DOJ) filed a brief in support of President Donald Trump’s Motion to Dismiss in *CREW et al. v. Trump*,¹ one of three emoluments lawsuits currently pending against the President.² In its brief, DOJ argues *inter alia* that:

- “Plaintiffs’ expansive reading of the Emoluments Clauses is contrary to the original understanding of the Clauses and to historical practice. The term ‘Emolument’ in this context refers to benefits arising from personal service in an employment or equivalent relationship.”³
- “Neither the text nor the history [of the Emoluments Clauses] shows that they were intended to reach benefits arising from a President’s private business pursuits having nothing to do with his office or personal service to a foreign power.”⁴
- “At the time of the Nation’s founding . . . an ‘emolument’ was a common characteristic of a federal office and comprehensively described ‘every species of compensation or pecuniary profit derived from a discharge of the duties of the office.’”⁵
- In light of “common usage” at the time of the founding, “the term ‘Emolument’ in the Emoluments Clauses should be interpreted to refer to a ‘profit arising from an office or employ.’”⁶
- “The history and purpose of the [Emoluments Clauses] is devoid of concern about private commercial business arrangements.”⁷

¹ Memorandum of Law in Support of Defendant’s Motion to Dismiss, Citizens for Responsibility and Ethics in Washington et al., v. Donald J. Trump (S.D.N.Y., June 9, 2017) (Case 1:17-cv-00458-RA) (henceforth “DOJ Brief”).

² See Citizens for Responsibility and Ethics in Washington et al., v. Donald J. Trump (S.D.N.Y., May 10, 2017) (Case 1:17-cv-00458-RA); The District of Columbia and The State of Maryland v. Donald J. Trump (D.C. MD, June 12, 2017) (Case 8:17-cv-01596-PJM); Senator Richard Blumenthal et al., v. Donald J. Trump (D.D.C., June 14, 2017) (Case 1:17-cv-01154). All three cases turn on the application of two constitutional provisions to President Trump, the Foreign Emoluments Clause and the Domestic Emoluments Clause. The first clause provides that:

[N]o Person holding any Office of Profit or Trust under them [i.e., the United States], shall, without the Consent of the Congress, accept of any present, Emolument, Office, or Title, of any kind whatever, from any King, Prince, or foreign State.

U.S. Const. art. I, §9, cl. 8. The second clause provides that:

The President shall, at stated Times, receive for his Services, a Compensation, which shall neither be increased nor diminished during the Period for which he shall have been elected, and he shall not receive within that Period any other Emolument from the United States, or any of them.

U.S. Const. art. II, §1, cl. 7.

³ DOJ Brief, *supra* note 1, at 2-3

⁴ *Id.* at 26.

⁵ *Id.* (quoting *Hoyt v. United States*, 51 U.S. 109, 135 (1850) (emphasis omitted)).

⁶ *Id.* at 28 (quoting JAMES BARCLAY, A COMPLETE AND UNIVERSAL ENGLISH DICTIONARY ON A NEW PLAN (1774)).

⁷ *Id.* at 34.

To defend these and other historical claims,⁸ DOJ leans on two founding-era dictionaries: *A Complete and Universal English Dictionary on a New Plan* by James Barclay⁹ and *The Difference between Words, Esteemed Synonymous, in the English Language* by John Trusler.¹⁰ According to DOJ, Barclay defines “emolument” as “profit arising from an office or employ,”¹¹ while Trusler explains that the term “relates to commissions and employments; intimating, not only the salaries, but, all other perquisites.”¹² Repeatedly invoking these definitions in support of President Trump’s Rule 12(b)(6) motion,¹³ DOJ argues that they justify what it calls an “office-and-employment-specific construction”¹⁴ of “emolument,” which, it claims, categorically precludes the possibility that any of the profits, gains, or advantages President Trump or his businesses receive from foreign, federal, or state governments constitute violations of the Emoluments Clauses.¹⁵

DOJ concedes that “the plaintiffs’ definition of [‘emolument’] as encompassing ‘anything of value’ resembles a broader definition that also existed at the time of the founding.”¹⁶ It insists, however, that “common usage”¹⁷ at the time reflects Barclay’s narrower definition.¹⁸ DOJ also argues that if the term “emolument” is ambiguous, that ambiguity ought to be resolved in favor of Barclay’s definition.¹⁹ For these and other reasons, DOJ maintains, the plaintiffs fail to state a valid claim upon which relief can be granted.²⁰

⁸ See, e.g., *id.* at 27 (“The Emoluments Clauses Prohibit Benefits Arising from the U.S. Official’s Provision of Service Pursuant to an Office or Employment”); *id.* (“[T]he Emoluments Clauses apply only to the receipt of compensation for personal services and to the receipt of honors and gifts based on official position”); *id.* (“[T]he Emoluments Clauses . . . do not prohibit any company in which the President has a financial interest from doing business with any foreign, federal, or state instrumentality”). DOJ does not identify these additional claims as originalist, but their context implies that it regards them as such.

⁹ JAMES BARCLAY, *A COMPLETE AND UNIVERSAL ENGLISH DICTIONARY ON A NEW PLAN* (1774).

¹⁰ JOHN TRUSLER, *THE DIFFERENCE BETWEEN WORDS, ESTEEMED SYNONYMOUS, IN THE ENGLISH LANGUAGE* (1766).

¹¹ DOJ Brief, at 28 (quoting BARCLAY).

¹² *Id.* at 29-30 (quoting TRUSLER).

¹³ See, e.g., *id.* at 28 (quoting BARCLAY); *id.* at 30 (quoting BARCLAY); *id.* at 31 (paraphrasing BARCLAY); *id.* at 29-30 (quoting TRUSLER).

¹⁴ *Id.* at 32. See also *id.* (arguing that “the term ‘Emolument’ . . . should be understood as office-and-employment specific”); *id.* at 40 (“For over two centuries, the Emoluments Clauses have been interpreted and applied in an office-and-employment specific manner”).

¹⁵ *Id.* at 27-32; see generally *id.* at 26-48. As Marty Lederman observes, DOJ’s conclusion does not necessarily follow from its premises. Even if one accepts the government’s narrow definition of the term “emolument,” at least some of the conduct alleged by the CREW plaintiffs in their complaint appears to violate the Foreign Emoluments Clause. See Marty Lederman, *How the DOJ Brief in CREW v. Trump Reveals that Donald Trump is Violating the Foreign Emoluments Clause*, TAKE CARE BLOG (June 12, 2017).

¹⁶ *Id.* at 30.

¹⁷ *Id.* at 28.

¹⁸ *Id.*

¹⁹ *Id.*

²⁰ *Id.* at 51.

There are significant problems with these arguments and other aspects of the government’s brief, several of which have been identified by other commentators.²¹ The core problem I wish to highlight in these remarks concerns the government’s historical definition of “emolument.” Simply put, that definition is inaccurate, unrepresentative, and misleading. Particularly because DOJ might seek to utilize this flawed definition in subsequent court filings, this Article seeks to correct the historical record. It does so on the basis of a comprehensive study of how “emolument” is defined in both English language dictionaries published from 1604 to 1806 and English legal dictionaries published from 1523 to 1792.

In what follows, I first summarize the main findings of this investigation (Part I), followed by some brief remarks about the dictionaries we have good reason to believe the founding generation of Americans actually owned, used, and relied upon (Part II). Next, I consider some of DOJ’s other historical arguments (Part III), before turning to a summary of the sources, methods, and documentation used in this study (Part IV). Finally, I conclude. The bulk of the Article consists of three appendices, which reproduce over one hundred images of English language and legal dictionaries published from 1523 to 1806, along with easy-to-read tables and transcripts of the definitions contained therein. The first appendix also contains some modest statistical and longitudinal analyses of this database of definitions. A second inquiry is currently underway of English dictionaries from 1806 to the present, which seeks to determine how and why definitions of “emolument” may have changed over time. Comparable investigations of case reports, abridgments, treatises, and other historical materials are also in progress.

Collectively, these investigations are designed to accomplish more than simply aiding judges and holding lawyers’ feet to the fire in the emoluments cases now pending in three federal courts. They also provide a basis for educating members of Congress, government officials, journalists, and the wider public about the historical meaning of this important yet obscure constitutional term. Finally, these inquiries also seek to contribute to a growing body of research in historical semantics and legal interpretation, an emerging field that seeks to determine more precisely how lexical shifts have occurred over time and to evaluate their implications for constitutional and statutory interpretation. Among other things, the studies undertaken here illustrate how a more thorough and systematic investigation

²¹ See, e.g., Jane Chong, *Reading the Office of Legal Counsel on Emoluments: Do Super-Rich Presidents Get a Pass?* LAWFARE (July 1, 2017); Michael C. Dorf, *Trump Emoluments Argument Mirrors His “Just a Hope,” Comey Defense*, TAKE CARE BLOG (June 14, 2017); Andy Grewal, *Three Reactions to the DOJ’s Brief in CREW v. Trump*, NOTICE & COMMENT (June 10, 2017); Lederman, *supra* note 15; Leah Litman, *The Two Sides of Donald Trump, As Reflected in The Government’s Motion to Dismiss the CREW Emoluments Case*, TAKE CARE BLOG (June 12, 2017); Richard Primus, *Two Thoughts on the Government’s Motion to Dismiss in the CREW Emoluments Case*, BALKINIZATION (June 10, 2017); Simon Stern, *Presents, Emoluments, and Corruption*, BALKINIZATION (June 21, 2017).

of historical dictionaries and other documentary records can be used to assist in these broader endeavors.

I. FINDINGS AND DISCUSSION

With respect to English language dictionaries, this Article makes at least four specific contributions. First, it demonstrates that one or more elements of the broad definition of “emolument” DOJ rejects in its brief—“profit,” “advantage,” “gain,” or “benefit,”—can be found in *every* known English language dictionary definition of “emolument” published between 1604 (when the first English language dictionary was published)²² and 1806 (when Noah Webster published his first American dictionary).²³ Second, it demonstrates that over 92% of these dictionaries define “emolument” *exclusively* in these terms, with no reference to “office” or “employment.”²⁴ By contrast, DOJ’s preferred definition—“profit arising from an office or employ”—appears in less than 8% of these dictionaries.²⁵ Third, this research documents that even these outlier dictionaries always include “gain, or advantage” in their definitions, a finding obscured by DOJ’s selective quotation of Barclay in its brief.²⁶ Finally, this report highlights the fact that Trusler’s volume

²² ROBERT CAWDREY, A TABLE ALPHABETICALL (1604). The only surviving copy of the first printing of this book is owned by the Bodleian Library at Oxford University. Oxford University Press has published a modern scholarly edition of Cawdrey’s dictionary with an introduction by John Simpson, Chief Editor of the Oxford English Dictionary. See THE FIRST ENGLISH DICTIONARY 1604: ROBERT CAWDREY’S A TABLE ALPHABETICAL (2007) (introduction by John Simpson). For additional background, see DE WITT T. STARNES & GERTRUDE E. NOYES, THE ENGLISH DICTIONARY FROM CAWDREY TO JOHNSON 1604-1755 (2nd ed. 1999) (introduction by Gabriele Stein); REBECCA SHAPIRO, FIXING BABEL: AN HISTORICAL ANTHOLOGY OF APPLIED ENGLISH LEXICOGRAPHY (2016) (introduction by Jack Lynch).

²³ NOAH WEBSTER, A COMPENDIOUS DICTIONARY OF THE ENGLISH LANGUAGE (1806). For discussion of Webster’s contributions to English lexicography, see DAVID MICKLETHWAIT, NOAH WEBSTER AND THE AMERICAN DICTIONARY (2005). For support of the proposition asserted in the text, see Table 1: Definitions of “Emolument” in English Dictionaries, 1604-1806, *infra* at A-2 to A-4 (henceforth “Table 1”).

²⁴ See Figure 1: Statistical and Longitudinal Analyses of Lexical Definitions, 1604-1806, *infra* at A-5 (henceforth “Figure 1”). See also Table 1, *infra* at A-2 to A-4.

²⁵ See Table 1, *infra* at A-2 to A-4; Figure 1, *infra* at A-5.

²⁶ Compare DOJ Brief, *supra* note 1, at 28, 30 (defining “emolument” as “profit arising from profit or employ” and attributing that definition to BARCLAY) with Appendix A, *infra* at A-3, A-5 (documenting that BARCLAY’S full definition of “emolument” is “profit arising from profit or employ; *gain or advantage*”) (emphasis added). In addition to this definition, Barclay also includes an explanation of how “emolument” differs from synonyms such as “profit” and “lucre” that appears to have been copied from Trusler without attribution. Compare BARCLAY, *infra* at A-8 with TRUSLER, *infra* at A-122. The only other dictionaries from 1604 to 1806 that lend support to DOJ’s definition of “emolument” also include “gain, or advantage” in their definitions. See Appendix A, *infra* at A-3 and A-8 (recording definitions in WILLIAM RIDER, A NEW UNIVERSAL ENGLISH DICTIONARY (1st ed. 1759) and Daniel Fenning, The Royal English Dictionary) (5th ed. 1775)). Except for minor differences in punctuation, the definitions given by Barclay, Rider, and Fenning are identical, suggesting that Rider (1759) was probably the first English lexicographer to use this definition and that Barclay copied his definition directly from either Rider or Fenning.

is not a standard dictionary at all, but rather a thesaurus, which presumes that “gain,” “profit,” “lucre,” and “emolument” are synonyms, albeit words with subtly different connotations.²⁷ Moreover, Trusler’s account of these words was copied directly from a French thesaurus, Abbe Girard’s *Synonymes François*.²⁸ His odd volume has long been viewed skeptically by scholars because “this book, including its preface, is for the most part an acknowledged translation”²⁹ of Girard’s French text and because it “lacked the integrity of a work originally conceived with the problems of the English language in mind.”³⁰ In short, Trusler’s explanation of “emolument” was not even reliably grounded in an investigation of the English lexicon, let alone its “common usage.”³¹

The suggestion that “emolument” was a legal term of art at the founding, with a sharply circumscribed “office-and-employment-specific”³² meaning, is also inconsistent with the historical record.³³ A large quantity of evidence already

²⁷ See *infra* at A-122 to A-129.

²⁸ ABBÉ GIRARD, SYNONYMES FRANÇOIS, LEURS DIFFÉRENTES SIGNIFICATIONS; ET LE CHOIX QU’IL EN FAUT FAIRE POUR PARLER AVEC JUSTESSE (1748). See *infra* at A-122 to A-124.

²⁹ SHAPIRO, FIXING BABEL, *supra* note 22, at 280 (quoting Gertrude E. Noyes, *The Beginnings of the Study of Synonyms in England*, 66 PMLA 951, 954 (1951)).

³⁰ *Id.*

³¹ DOJ Brief, *supra* note 1, at 28.

³² *Id.* at 32.

³³ Although DOJ does not clarify whether it thinks that “emolument” was a legal term of art at the founding, President-Elect Trump’s lawyers at Morgan, Lewis & Bockius did rely on this claim in their white paper on presidential conflicts of interest, which they circulated in connection with his pre-inaugural press conference. Moreover, they made this historical argument in the course of defending the very same “office-and-employment-specific” meaning of “emolument” to which DOJ subscribes in its brief. See Sheri Dillon, Fred F. Fielding, Allyson N. Ho, Michael E. Kenneally, William F. Nelson & Judd Stone, *Conflicts of Interest and the President*, Morgan, Lewis & Bockius White Paper, at 4 (January 11, 2017) (“[A]n emolument was widely understood at the framing of the Constitution to mean any compensation or privilege associated with an office—then, as today, an “emolument” in legal usage was a payment or other benefit received as a consequence of discharging the duties of an office”); *id.* (observing that the Supreme Court “explained that ‘the term emoluments . . . embrac[es] every species of compensation or pecuniary profit derived from a discharge of the duties of [an] office’” and noting that “[o]ther legal experts early in the Nation’s history used the word the same way”) (quoting *Hoyt*, *supra* note 5); *id.* at 5 (discussing the “common legal use at the Founding”). Other informed observers have also made similar claims. See, e.g., Trevor Burrus, *Sleep Well, President Trump—There are No Emoluments Under the Bad*, The Hill (June 16, 2017) (“Unless we believe that the Framers intended to prohibit any presidential secondary source of income that could, even incidentally, do business with a foreign government or official, then clearly “emolument” is a term of art that covers specific types of payments and gifts”). It is unclear to me whether Professor Natelson assumes that the definition of “emolument” he ultimately endorses (“all compensation with financial value received by reason of public office, including salary and fringe benefits”) was a legal term of art, but his article could be read to imply this. See Robert G. Natelson, *The Original Meaning of “Emoluments” in the Constitution*, 52 GA. L. REV. __, at 57 (forthcoming). Finally, Professor Tillman has submitted an amicus brief with an originalist orientation in *CREW et al., v. Trump* which also endorses an “office-and-employment-specific” definition. See Brief for Scholar Seth Barrett Tillman as Amicus Curaie in Support of Defendant, *CREW et al., v. Trump*, Case 1:17-cv-00458-RA Document 37-1 (Filed 06/16/17) (henceforth “Tillman Amicus Brief”),

available and easily searchable in the public domain suggests that the founders used the word “emolument” in wide variety of contexts, including private commercial transactions.³⁴ This Article adds to that emerging historical consensus by documenting that none of the most prominent common law dictionaries published from 1523 to 1792 even includes “emolument” in its list of defined terms.³⁵ In fact, the primary reason for which this term is used in these dictionaries is to define other, less familiar words and concepts.³⁶ Together with the fact that none of the major abridgments appear to define or explain “emolument” either,³⁷ and that Blackstone and other influential writers of the period frequently used the word in comparably diverse contexts, including private business settings,³⁸ these findings reinforce the conclusion that “emolument” was not a legal term of art at the founding, which referred only to specific types of payments or benefits associated with discharging the duties of a government office.³⁹

at 5 (“To put it in its simplest terms, an ‘emolument’ is the lawfully authorized compensation that flows from holding an office or employment”); *id.* (“Emoluments should be understood as the compensation which is to be fixed by law by the body that creates the office or position under discussion, or by the body charged with fixing the office’s or position’s regular compensation”).

³⁴ See, e.g., John Mikhail, *A Note on the Original Meaning of “Emolument,”* BALKINIZATION (January 18, 2017).

³⁵ See Table 3: Definitions of “Emolument” in Legal Dictionaries, *infra* at A-91.

³⁶ See, e.g., THOMAS BLOUNT, *NOMO-LEXICON* (2d ed. 1691), *infra* at A-107 (characterizing “Maritima Angliae” as “the Emolument arising to the King from the [sea]”); GILES JACOB, *A NEW LAW DICTIONARY* (1st ed. 1729), *infra* at A-111 (same); TIMOTHY CUNNINGHAM, *A NEW AND COMPLETE LAW DICTIONARY* (1st ed. 1764), *infra* at 115 (same). See also CUNNINGHAM, *infra* at A-113 (using “emolument” to define “Apportum”); RICHARD BURN, *A NEW LAW DICTIONARY* (1st ed. 1792), *infra* at A-120 (using “emoluments” to explain “Isle of Man”). Giles Jacob’s influential *Law Dictionary* also includes a “Form of a Release and Conveyance of Lands” in which “A.B.” conveys to “C.D.” a property together with “all . . . Easements, Profits, Commodities, Advantages, *Emoluments*, and Hereditaments whatsoever.” JACOB, *infra* at A-110 (emphasis added). See generally Table 3: Other Uses of “Emolument” in Legal Dictionaries, *infra* at A-92; Transcript of Legal Dictionary Definitions and Uses, 1523-1792, *infra* at A-93.

³⁷ Although this Article focuses on definitions of “emolument,” this should not be taken to imply that dictionaries are the only or best source for understanding how concepts were understood during the founding era. Other sources, such as case reports, abridgments, treatises, and statutes, may be at least as relevant, if not more so. A preliminary review by Simon Stern suggests that “emolument” does not appear in any of the major abridgments from the sixteenth century onward, such as those by Fitzherbert, Brooke, Rolle, Bacon, and Viner. If this is correct, then it lends further support to the conclusion that lawyers did not think that the term “emolument” required any special explanation. I am indebted to Simon Stern for these observations and findings.

³⁸ See, e.g., John Mikhail, “*Emolument*” in *Blackstone’s Commentaries*, BALKINIZATION (May 28, 2017); Jed Shugerman, *Mikhail’s Blackstone Breakthrough: Emoluments Meant Private Benefits*, TAKE CARE BLOG (May 31, 2017). The evidence to which these blog posts refer is just the tip of the iceberg. There are many other comparable illustrations in the legal, political, and economic literature of the period. See, e.g., *infra* notes 41-46 and accompanying text.

³⁹ Unlike the legal dictionaries investigated here, modern law dictionaries do often define “emolument” in terms of office- or employment-related compensation. See, e.g., DOJ Brief, *supra* note 1 at 30, n.26 (quoting the 2014 edition of Black’s Law Dictionary). See also, e.g., BLACK’S LAW DICTIONARY 542 (17th ed. 1999) (Bryan A. Garner, Ed.) (defining “emolument” as “Any advantage, profit, or gain received as a result of one’s employment or one’s holding of office”); BLACK’S LAW DICTIONARY 616 (4th ed. 1951) (Henry Campbell Black, ed.) (defining

Because the fact that “emolument” was frequently used in private business settings is not widely appreciated and has been vigorously denied,⁴⁰ this point is worth elaborating at greater length. For present purposes, two illustrations should suffice. With the possible exception of Hugo Grotius, no early modern writer on the law of nations was more influential than Samuel Pufendorf. His most significant work, *De Jure Naturae et Gentium (On the Law of Nature and of Nations)*, was published in Latin in 1672 and soon translated into every major European language. The first English translation was made by Basil Kennet in 1703, with successive editions appearing in 1710, 1717, 1729, and 1749. The founders were intimately familiar with Pufendorf’s masterpiece and often quoted Kennet’s translation; for instance, George Wythe did so in his argument in *Bolling v. Bolling*; John Adams did so in his *Novanglus* essays; James Wilson did so in his *Law Lectures*; and Alexander Hamilton did so in his *Pacificus* essays.⁴¹ In Kennet’s translation, the word “emolument” occurs twice, once in Book V, Chapter V (“Of Chargeable Contracts in particular; and, First, of Bartering, Buying, and Selling”) and once in Book V, Chapter VII (“Of the Loan of a Consumable Commodity”). Both occasions involve private market transactions:

“What they call *Lex Commissoria* makes void the Bargain, if the Price be not paid by such a Day. And, in this Case, either the Seller may immediately deliver the Goods, and, in Default of the Payment, claim them again with the *Emolument*, or else the Goods maybe kept in Possession, till the Payment be actually be made; which last seems to be the safest Way, for generally this Clause is designed in Favour of the Seller, to save him from being put to any Trouble in the quest of his Money....”⁴²

“emolument” principally as “The profit arising from office or employment; that which is received as a compensation for services, or which is annexed to the possession of office as salary, fees, and perquisites; advantage; gain, public or private”). As this Article documents, however, the same was not true when the Constitution was framed and ratified.

⁴⁰ See, e.g., Tillman Amicus Brief, *supra* note 33, at 2 (“Financial gain arising from private business transactions are not emoluments”). See also Seth Barrett Tillman, *Business Transactions and President Trump’s “Emoluments” Problem*, 40 HARV. J. L. & PUB. POL. 759 (2017).

⁴¹ See BERNARD SCHWARTZ, THOMAS JEFFERSON AND BOLLING V. BOLLING: LAW AND THE LEGAL PROFESSION IN PRE-REVOLUTIONARY AMERICA 417-418 (1997) (with Barbara Wilcie Kern & R.B. Bernstein) (reproducing Wythe’s argument in *Bolling*, which in turn quotes Kennet’s edition of Pufendorf’s *Law of Nature and Nations*); “VI. To the Inhabitants of the Colony of Massachusetts-Bay, 27 February 1775,” FOUNDERS ONLINE, National Archives, last modified June 29, 2017, <http://founders.archives.gov/documents/Adams/06-02-02-0072-0007>. [Original source: *The Adams Papers*, Papers of John Adams, vol. 2, *December 1773–April 1775*, ed. Robert J. Taylor. Cambridge, MA: Harvard University Press, 1977, pp. 288–307.] (quoting Kennet’s translation of Pufendorf); COLLECTED WORKS OF JAMES WILSON 478-479 (2007) (Kermit L. Hall & Mark David Hall, eds.) (same); “Pacificus No. III, [6 July 1793],” FOUNDERS ONLINE, National Archives, last modified June 29, 2017, <http://founders.archives.gov/documents/Hamilton/01-15-02-0055>. [Original source: *The Papers of Alexander Hamilton*, vol. 15, *June 1793–January 1794*, ed. Harold C. Syrett. New York: Columbia University Press, 1969, pp. 65–69.] (same).

⁴² OF THE LAW OF NATURE AND NATIONS 259-260 (3d. ed. 1717) (Translated by Basil Kennet) (original emphases deleted, spelling modernized, and emphasis on “emolument” added).

“A Man was Guilty of Usury properly so called, not only when he received back a Consumable Commodity with Increase, but if by reason of such a Loan, he lived in another’s House Gratis till he was paid; or gave less Rent for it, than otherwise he would have done; or if he received any *Emolument* from a Pawn left with him upon Account of the Debt.”⁴³

Likewise, many of the founders were well-acquainted with Adam Smith and his economic theories. For example, Benjamin Franklin requested a copy of *An Inquiry into the Nature and Causes of the Wealth of Nations* shortly after it was published in 1776; James Madison included Smith’s book in his 1783 *Report on Books for Congress*; Robert Morris reportedly gave out copies of *The Wealth of Nations* to members of Congress in the 1780s; and James Wilson quoted Smith in defense of the Bank of North America in 1785.⁴⁴ In *The Wealth of Nations*, “emolument” also occurs twice, once in Book I, Chapter VII (“Of the Natural and Market Price of Commodities”) and once in Book IV, Chapter III (“Of the Extraordinary Restraints upon the Importation of Goods of Almost All Kinds from Those Countries with which the Balance is Supposed to be Disadvantageous”). Once again, both occasions involve private market transactions:

A monopoly granted either to an individual or to a trading company has the same effect as a secret in trade or manufactures. The monopolists, by keeping the market constantly under-stocked, by never fully supplying the effectual demand, sell their commodities much above the natural price, and raise their *emoluments*, whether they consist in wages or profit, greatly above their natural rate.⁴⁵

The city of Amsterdam derives a considerable revenue from the bank...The bank is supposed, too, to make a considerable profit by the sale of the foreign coin or bullion which sometimes falls to it by the expiring of receipts, and which is always kept till it can be sold with advantage. It makes a profit likewise by

⁴³ *Id.* at 271.

⁴⁴ See “To Benjamin Franklin from Benjamin Vaughan, 27 January 1777,” *Founders Online*, National Archives, last modified June 29, 2017, <http://founders.archives.gov/documents/Franklin/01-23-02-0153>. [Original source: *The Papers of Benjamin Franklin*, vol. 23, October 27, 1776, through April 30, 1777, ed. William B. Willcox. New Haven and London: Yale University Press, 1983, pp. 241–243.] (listing “Smith’s *Wealth of Nations*” among the books sent to Franklin); DAVID LEFER, *THE FOUNDING CONSERVATIVES: HOW A GROUP OF UNSUNG HEROES SAVED THE AMERICAN REVOLUTION* 245–246 (2013) (relating that Morris “found Smith’s thought so persuasive, in fact, that he gave out copies to members of Congress”); “Report on Books for Congress, [23 January] 1783,” *Founders Online*, National Archives, last modified June 29, 2017, <http://founders.archives.gov/documents/Madison/01-06-02-0031>. [Original source: *The Papers of James Madison*, vol. 6, 1 January 1783–30 April 1783, ed. William T. Hutchinson and William M. E. Rachal. Chicago: The University of Chicago Press, 1969, pp. 62–115.] (including “Smith on the wealth of Nations” in his list of books); James Wilson, *Considerations on the Bank of North America*, in *COLLECTED WORKS OF JAMES WILSON*, *supra* at 60–79, 73–74 (quoting Smith’s remarks on banking).

⁴⁵ ADAM SMITH, *AN INQUIRY INTO THE NATURE AND CAUSES OF THE WEALTH OF NATIONS* 26, 208 (1952) (Robert Maynard Hutchins, Ed.) (emphasis added).

selling bank money at five per cent agio, and buying it in at four. These different *emoluments* amount to a good deal more than what is necessary for paying the salaries of officers, and defraying the expense of management.⁴⁶

In the face of illustrations like these, which occur frequently in eighteenth-century literature and reinforce what is apparent from a cursory review of the founders’ own writings, it seems difficult to understand why some respected scholars continue to insist that the original meaning of “emolument” did not encompass financial gains arising from private business transactions.

II. THE FOUNDERS’ DICTIONARIES

Even if one sets aside the foregoing problems, the government’s dictionary-based argument in its motion to dismiss is flawed in another, more fundamental respect. Little or no evidence indicates that the two historical dictionaries—Barclay (1774) and Trusler (1766)—on which DOJ relies in its brief to defend its “office-and-employment-specific” definition of “emolument” were owned, possessed, or used by the founders, let alone had any impact on them or on the American people who debated and ratified the Constitution. For example, neither of these dictionaries is mentioned in the more than 178,000 searchable documents in the *Founders Online* database, which makes publicly available the papers of the six most prominent founders. Nor do these volumes appear in other pertinent databases, such as *Journals of the Continental Congress*,⁴⁷ *Letters of Delegates to Congress*,⁴⁸ *Farrand’s Records*,⁴⁹ *Elliot’s Debates*,⁵⁰ or the *Documentary History of the Ratification of the Constitution*.⁵¹ Finally, their role in constitutional adjudication appears to be negligible.⁵²

⁴⁶ *Id.*

⁴⁷ See JOURNALS OF THE CONTINENTAL CONGRESS, 1774-1789 (34 volumes, Washington, D.C., 1904-37) (Worthington C. Ford et al., Eds.).

⁴⁸ See LETTERS OF DELEGATES TO CONGRESS, 1774-1789. (25 volumes, Washington, D.C.: Library of Congress, 1976-2000) (Paul H. Smith et al., Eds.)

⁴⁹ See MAX FARRAND, THE RECORDS OF THE FEDERAL CONVENTION OF 1787 (3 volumes, 1911).

⁵⁰ See THE DEBATES IN THE SEVERAL STATE CONVENTIONS ON THE ADOPTION OF THE FEDERAL CONSTITUTION IN 1787 (5 volumes, 1836) (Jonathan Elliot, Ed.).

⁵¹ See THE DOCUMENTARY HISTORY OF THE RATIFICATION OF THE CONSTITUTION (28 volumes, Madison, Wisconsin, 1976--_) (Merrill Jensen et al., Eds.).

⁵² See Gregory E. Maggs, *A Concise Guide to Using Dictionaries from the Founding Era to Determine the Original Meaning of the Constitution*, 82 GEO. WASH. L. REV. 358, 384 n. 143 (2014) (indicating that Barclay has been cited once by the Supreme Court, in a dissenting opinion by Justice Thomas). Note that the generalizations in the text also apply to William Rider’s *New Universal English Dictionary* (1759) and Daniel Fenning’s *Royal English Dictionary* (1761), the only other founding-era dictionaries which even weakly support DOJ’s arguments. Little or no mention of either of these volumes can be found in any of the foregoing databases. One possible exception concerns an 1820 letter from Edmund Kelly to James Madison. In that letter, however, Kelly apparently refers to Fenning’s “Spelling Book” rather than his dictionary. See “To James

The contrast with the historical dictionaries DOJ ignores or dismisses in its brief could not be sharper. Significantly, many of the founders actually owned and used these dictionaries. Moreover, the US Supreme Court has often relied on these dictionaries to interpret the original public meaning of constitutional terms. Here are five noteworthy illustrations:

a. *Johnson*

Samuel Johnson's *Dictionary of the English Language*⁵³ was probably the most famous and important eighteenth century dictionary.⁵⁴ Many of the founders owned copies of it or referred to it in their correspondence and other papers. Writing as "A Friend to America," Alexander Hamilton used Johnson's *Dictionary* to take verbal swipes at Samuel Seabury in *A Full Vindication*⁵⁵ and *The Farmer Refuted*.⁵⁶ Benjamin Franklin eagerly ordered several copies of Johnson's *Dictionary* when it became available in 1755.⁵⁷ James Madison included Johnson's *Dictionary* in his *Report on Books for Congress* in 1783,⁵⁸ and Thomas Jefferson did likewise in his *List of Books for the Library of Congress* in 1802.⁵⁹ The Supreme Court has cited Johnson's *Dictionary* on numerous occasions, including *Morrison v. Olson*,⁶⁰ *District of Columbia v. Heller*,⁶¹ and *Citizens United*.⁶²

Madison from Edmond Kelly, 26 September 1820," Note 15, FOUNDERS ONLINE, National Archives, last modified June 29, 2017, <http://founders.archives.gov/documents/Madison/04-02-0111>.

⁵³ SAMUEL JOHNSON, A DICTIONARY OF THE ENGLISH LANGUAGE (1755).

⁵⁴ See, e.g., JOHN ALEGO, THE ORIGINS AND DEVELOPMENT OF THE ENGLISH LANGUAGE 158 (2009) ("The publication of Johnson's *Dictionary* was certainly the most important linguistic event of the eighteenth century")

⁵⁵ See Alexander Hamilton, "A Full Vindication of the Measures of the Congress, &c., [15 December] 1774," FOUNDERS ONLINE, National Archives, last modified March 30, 2017, <http://founders.archives.gov/documents/Hamilton/01-01-02-0054>.

⁵⁶ See Alexander Hamilton, "The Farmer Refuted, &c., [23 February] 1775," FOUNDERS ONLINE, National Archives, last modified March 30, 2017, <http://founders.archives.gov/documents/Hamilton/01-01-02-0057>.

⁵⁷ "From Benjamin Franklin to Peter Collinson, 26 June 1755," FOUNDERS ONLINE, National Archives, last modified March 30, 2017, <http://founders.archives.gov/documents/Franklin/01-06-02-0045>.

⁵⁸ "Report on Books for Congress, [23 January] 1783," *Founders Online*, National Archives, last modified March 30, 2017, <http://founders.archives.gov/documents/Madison/01-06-02-0031>.

⁵⁹ *The Papers of Thomas Jefferson*, vol. 37, 4 March–30 June 1802, ed. Barbara B. Oberg. Princeton: Princeton University Press, 2010, pp. 229–233.

⁶⁰ *Morrison v. Olson*, 487 U.S. 654, 719 (1988) (using Johnson to interpret the original meaning of "inferior").

⁶¹ *District of Columbia v. Heller*, 554 U.S. 570, 581 (2008) (using Johnson to interpret the original meaning of "arms").

⁶² *Citizens United v. FEC*, 558 U.S. 310, 428 n.55 (2010) (using Johnson to interpret the original meaning of "speech").

In the first edition of his *Dictionary* and every subsequent edition thus far consulted, Johnson defines “emolument” as “Profit; advantage.”⁶³

b. *Bailey*

Another lexicographer well-known to the founders was Nathan Bailey. One scholar characterizes Bailey’s commercial success as “staggering,”⁶⁴ and another describes his *New Universal Etymological Dictionary* as “the supreme popular dictionary of the 18th century, holding a position analogous to that of Webster in the 19th century.”⁶⁵ Benjamin Franklin advertised Bailey’s *New Dictionary* for sale on multiple occasions.⁶⁶ John Adams,⁶⁷ Thomas Jefferson,⁶⁸ and other founders also owned copies. When Franklin and his associates founded the Library Company of Philadelphia in 1731, their first book purchase included Bailey’s *Dictionary Britannicum*.⁶⁹ The Supreme Court has cited Bailey in cases such as *US v. Lopez*,⁷⁰ *INS v. St. Cyr*,⁷¹ *Bond v. United States*,⁷² and *Arizona State Legislature v. Arizona Redistricting Commission*.⁷³

In his *New Universal Etymological Dictionary*, Bailey defines “emolument” as “Advantage, Profit.”⁷⁴ In his *Dictionary Britanicum*, he defines “emolument” as

⁶³ For transcripts and images of the eighth edition of *Johnson’s Dictionary* (1783), see *infra* at A-2, A-7, A-44.

⁶⁴ Melissa Patterson, *The Creators of Information in Eighteenth-Century Britain* [page] (2015) (unpublished Ph.D. dissertation, University of Ontario) (on file with the University of Ontario libraries).

⁶⁵ Percy W. Long, *English Dictionaries before Webster*, 4 Papers (Bibliographical Society of America) 25, 31 (1909).

⁶⁶ See, e.g., “Extracts from the Gazette, 1741,” FOUNDERS ONLINE, National Archives, last modified March 30, 2017, <http://founders.archives.gov/documents/Franklin/01-02-02-0079>; “Extracts from the Gazette, 1744,” FOUNDERS ONLINE, National Archives, last modified March 30, 2017, <http://founders.archives.gov/documents/Franklin/01-02-02-0117>.

⁶⁷ See, e.g., “[April 1761],” FOUNDERS ONLINE, National Archives, last modified March 30, 2017, <http://founders.archives.gov/documents/Adams/01-01-02-0006-0004>.

⁶⁸ See, e.g., “From Thomas Jefferson to James Eastburn, 2 April 1819,” FOUNDERS ONLINE, National Archives, last modified March 30, 2017, <http://founders.archives.gov/documents/Jefferson/98-01-02-0293>; “From Thomas Jefferson to John Adams, 15 August 1820,” *Founders Online*, National Archives, last modified March 30, 2017, <http://founders.archives.gov/documents/Jefferson/98-01-02-1458>.

⁶⁹ See LIBRARY COMPANY OF PHILADELPHIA, *THE CHARTER, LAWS, AND CATALOGUE OF BOOKS, OF THE LIBRARY COMPANY OF PHILADELPHIA* 106 (1770).

⁷⁰ *United States v. Lopez*, 514 U.S. 549, 586 (1995) (used Bailey to interpret the original meaning of “commerce”).

⁷¹ *INS v. St. Cyr*, 533 U.S. 289, 337(2001) (using Baily to interpret the original meaning of “suspend”).

⁷² *Bond v. United States*, 134 S. Ct. 2077, 2104 (2014) (using Bailey to interpret the original meaning of “treaty”).

⁷³ *Ariz. State Legis. v. Ariz. Indep. Redistricting Comm’n*, 135 S. Ct. 2652, 2671 (2015) (using Bailey to interpret the original meaning of “legislature”).

⁷⁴ NATHAN BAILEY, *A UNIVERSAL ETYMOLOGICAL ENGLISH DICTIONARY* (1721), *infra* at A-26.

“Profit gotten by labour and cost.”⁷⁵ Finally, Bailey and Scott’s *New Etymological Dictionary* defines “emolument” as “Profit.”⁷⁶

c. *Dyche & Pardon*

Thomas Dyche & William Pardon’s *A New General English Dictionary* was both the first English dictionary to include grammar and the first to be marketed to female as well as male readers.⁷⁷ This highly popular book went through eighteen editions by 1794.⁷⁸ Benjamin Franklin advertised the book for sale on many occasions, including 1730,⁷⁹ 1741,⁸⁰ and 1744.⁸¹ Franklin ordered seventy-two copies of Dyche & Pardon from his bookseller in September 1746,⁸² followed by a second order in January 1747,⁸³ implying he may have sold up to one copy per day over this period. John Adams mentioned Dyche & Pardon’s *Dictionary* in a diary entry on board a ship in 1778.⁸⁴ The Supreme Court has cited Dyche & Pardon in cases such as *NFIB v. Sebelius*,⁸⁵ *Zivotofsky v. Kerry*,⁸⁶ and, most recently, *Manuel v. Joliet*.⁸⁷

In their *New English Dictionary*, Dyche & Pardon define “emolument” as “Benefit, advantage, profit.”⁸⁸

⁷⁵ NATHAN BAILEY, *DICTIONARIUM BRITANICUM* (1730) (A-28).

⁷⁶ NATHAN BAILEY & JOSEPH SCOTT, *A NEW ETYMOLOGICAL DICTIONARY* (1755) (A-46).

⁷⁷ MERJA KYOTO, *THE CAMBRIDGE HANDBOOK OF ENGLISH HISTORICAL LINGUISTICS* 100-105 (2016).

⁷⁸ See 2 *THE NEW CAMBRIDGE BIBLIOGRAPHY OF ENGLISH LITERATURE* 1968 (George Watson et al. eds., 1971).

⁷⁹ See “Extracts from the *Gazette*, 1730,” *FOUNDERS ONLINE*, National Archives, last modified March 30, 2017, <http://founders.archives.gov/documents/Franklin/01-01-02-0057>.

⁸⁰ See “Extracts from the *Gazette*, 1741,” *FOUNDERS ONLINE*, National Archives, last modified March 30, 2017, <http://founders.archives.gov/documents/Franklin/01-02-02-0079>.

⁸¹ See “Extracts from the *Gazette*, 1744,” *FOUNDERS ONLINE*, National Archives, last modified March 30, 2017, <http://founders.archives.gov/documents/Franklin/01-02-02-0117>.

⁸² See “From Benjamin Franklin to William Strahan, 25 September 1746,” *FOUNDERS ONLINE*, National Archives, last modified March 30, 2017, <http://founders.archives.gov/documents/Franklin/01-03-02-0038>.

⁸³ See “From Benjamin Franklin to William Strahan, 4 January 1747,” *FOUNDERS ONLINE*, National Archives, last modified March 30, 2017, <http://founders.archives.gov/documents/Franklin/01-03-02-0047>.

⁸⁴ See “[February 1778],” *FOUNDERS ONLINE*, National Archives, last modified March 30, 2017, <http://founders.archives.gov/documents/Adams/01-02-02-0008-0001>.

⁸⁵ *Nat’l Fed’n of Indep. Bus. v. Sebelius*, 567 U.S. 519, 649 (2012) (using Dyche & Pardon to interpret the original meaning of “regulate”).

⁸⁶ *Zivotofsky v. Kerry*, 135 S. Ct. 2076, 2104 (2015) (using Dyche & Pardon to interpret the original meaning of “naturalization”).

⁸⁷ *Manuel v. City of Joliet*, 137 S. Ct. 911, 927 (2017) (using Dyche & Pardon to interpret the original meaning of “seizure”).

⁸⁸ THOMAS DYCHE & WILLIAM PARDON, *A NEW GENERAL ENGLISH DICTIONARY* 1735 (A-36).

d. *Ash*

The influence of John Ash’s *The New Complete Dictionary of the English Language* on the founders is less clear. Still, his dictionary is often included in lists of founding era dictionaries.⁸⁹ Ash is probably best known today for including vulgar words in his dictionary,⁹⁰ a decision for which he has been praised.⁹¹ His grammar book was purchased by Alexander Hamilton in 1796,⁹² and George Wythe also owned a copy, which he bequeathed to Thomas Jefferson.⁹³ The Supreme Court has cited Ash’s dictionary in cases such as *NFIB v. Sebelius*⁹⁴ and *Burstyn v. Wilson*.⁹⁵

In his *New General English Dictionary*, Ash defines “emolument” as “An advantage, a profit.”⁹⁶

e. *Entick*

Perhaps because it was pocket-sized, John Entick’s *New Spelling Dictionary* was a primary means by which Americans communicated with one another in code during the founding era. From 1777 to 1779, the Lee brothers used a cipher based on Entick’s dictionary for this purpose.⁹⁷ John Jay proposed a cipher based on Entick’s dictionary to Robert Morris in 1780,⁹⁸ and John Adams used Entick in a similar fashion in 1781.⁹⁹ In a 1781 letter to George Washington, James Lovell describes how British army officers did likewise.¹⁰⁰ Philip Schuyler devised a

⁸⁹ See, e.g., ANTONIN SCALIA & BRYAN A. GARNER, *READING LAW: THE INTERPRETATION OF LEGAL TEXTS* 419 (2012); Maggs, “A Concise Guide,” *supra* note 52, at 382-383.

⁹⁰ See Jesse Sheidlower, “Can a Woman ‘Prong’ a Man?” *SLATE*, (October 2009), http://www.slate.com/articles/life/the_good_word/2009/10/can_a_woman_prong_a_man.html.

⁹¹ For one example, see Joseph Crabtree, “The Crabtree Foundation 40th Oration” (2014), <http://www.crabtreemelbourne.org/Oration2014.pdf>.

⁹² See “Account with Archibald Drummond, 4 October 1796,” *FOUNDERS ONLINE*, National Archives, last modified March 30, 2017, <http://founders.archives.gov/documents/Hamilton/01-20-02-0224>.

⁹³ See “To Thomas Jefferson from George Jefferson, 22 July 1806,” *FOUNDERS ONLINE*, National Archives, last modified March 30, 2017, <http://founders.archives.gov/documents/Jefferson/99-01-02-4073>.

⁹⁴ *NFIB v. Sebelius*, *supra* note 50 (using Ash to interpret the original meaning of “regulate”).

⁹⁵ *Joseph Burstyn v. Wilson*, 343 U.S. 495, 537 (1952) (using Ash to interpret the historical meaning of “sacrilege” and “blasphemy”).

⁹⁶ JOHN ASH, *THE NEW AND COMPLETE DICTIONARY OF THE ENGLISH LANGUAGE* (1775), *infra* at A-71.

⁹⁷ See Edmund C. Burnett, *Ciphers of the Revolutionary Period*, 22 *AM. HIST. REV.* 329, 330 (1909).

⁹⁸ “To John Jay (Jun. 5, 1781)” *collected in* *THE PAPERS OF ROBERT MORRIS* 115 (Elmer J. Ferguson ed. 1975).

⁹⁹ “Enclosure: Key for a Code System, 8 September 1781,” *FOUNDERS ONLINE*, National Archives, last modified March 30, 2017, <http://founders.archives.gov/documents/Adams/06-11-02-0355-0002>.

¹⁰⁰ “To George Washington from James Lovell, 14 October 1781,” *FOUNDERS ONLINE*, National Archives, last modified March 30, 2017,

cipher based on Entick's dictionary and shared it with Rufus King and Alexander Hamilton in 1798.¹⁰¹ During the first Congress, John Adams and Roger Sherman debated the meaning of "Republic" in light of Entick's definition of that term.¹⁰² While serving as President of the United States, Thomas Jefferson purchased a 1777 edition of Entick's dictionary.¹⁰³

Entick's *New Spelling Dictionary* defines "emolument" as "Profit, advantage, benefit."¹⁰⁴

Rightly emphasizing that all dictionaries are not created equal, Justice Antonin Scalia and Bryan A. Garner recommend four of these founding era dictionaries—Johnson, Bailey, Dyche & Pardon, and Ash—as "the most useful and authoritative" English dictionaries from 1750-1800.¹⁰⁵ Scalia and Garner do not include Entick in their list, but they arguably should have, in light of the fact that the founders frequently used Entick's dictionary to communicate with another in cipher.¹⁰⁶ In the present context, however, that issue seems largely beside the point, since DOJ's research was guided neither by Scalia and Garner's recommendations nor by Entick.¹⁰⁷ All five of these dictionaries define "emolument" in the broad manner favoring the plaintiffs—"profit," "gain," "advantage," or "benefit." None of them gives any hint of an "office-and-employment-specific"¹⁰⁸ definition.

III. OTHER HISTORICAL ARGUMENTS

In light the foregoing considerations, it seems clear that the impression DOJ creates in its brief by contrasting four historical definitions of "emolument"—two broad and two narrow—is highly misleading.¹⁰⁹ So, too, is the government's

<http://founders.archives.gov/documents/Washington/99-01-02-07158>.

¹⁰¹ "To Alexander Hamilton from Philip Schuyler, 11 June 1799," FOUNDERS ONLINE, National Archives, last modified March 30, 2017,

<http://founders.archives.gov/documents/Hamilton/01-23-02-0174>.

¹⁰² "To John Adams from Roger Sherman, 18 July 1789," FOUNDERS ONLINE, National Archives, last modified March 30, 2017, <http://founders.archives.gov/documents/Adams/99-02-02-0684>.

¹⁰³ "Memorandum Books, 1807," FOUNDERS ONLINE, National Archives, last modified March 30, 2017, <http://founders.archives.gov/documents/Jefferson/02-02-02-0017>.

¹⁰⁴ JOHN ENTICK, *THE NEW SPELLING DICTIONARY* (1765), *infra* at A-61.

¹⁰⁵ *See* SCALIA & BRYAN A. GARNER, *supra* note 89.

¹⁰⁶ *See* Burnett, *supra* note 97. *See also* *supra* notes 97-101 and accompanying text.

¹⁰⁷ The government does refer to one of these five dictionaries in its brief; however, in both the text and table of authorities it neglects to state its authors. *See* DOJ Brief, *supra* note 1 at xii, 30 (citing *A New General English Dictionary* without noting its author was Dyche & Pardon). Moreover, on both occasions it mischaracterizes the 1754 edition as the "18th ed." when in fact it was the eighth edition. *See id.* at xii, 30. DOJ also fails to indicate the author of the second *contra* dictionary it cites, *A Complete Dictionary of the English Language* (2d. 1789). The careless indifference toward sources favoring the plaintiffs is striking.

¹⁰⁸ *Id.* at 32.

¹⁰⁹ *See* DOJ Brief at 29-31 (contrasting the "narrower" definitions of "emolument" given by

argument that any doubt or ambiguity arising from these competing definitions should be resolved in favor of its preferred definition by means of the doctrine of *noscitur a sociis*.¹¹⁰ Furthermore, a close examination of the government’s other historical arguments reveals many of them also cannot withstand scrutiny:

- To support its preferred definition of “emolument,” DOJ cites *Hoyt v. United States*, a case in which the Supreme Court wrote that “the term emoluments . . . embrac[es] every species of compensation or pecuniary profit derived from a discharge of the duties of the office.”¹¹¹ *Hoyt* was a statutory case, however, which required the Court to interpret an 1802 statute referring to “the annual emoluments of any collector of the customs.”¹¹² The Court’s language makes perfect sense in that statutory context, but it has no constitutional implications. It certainly did not purport to circumscribe the scope of “emolument” for constitutional purposes.¹¹³
- DOJ asserts that because of “common usage in the founding era . . . the term ‘Emolument’ in the Emoluments Clauses should be interpreted to refer to a ‘profit arising from an office or employ.’”¹¹⁴ The paragraph that supposedly justifies this claim, however, contains only two examples of founding era usage: an 1802 statute and an address by President Washington.¹¹⁵ Neither is remotely sufficient to prove the point at issue—and they surely do not demonstrate any “common usage.”¹¹⁶ Like other members of his generation, moreover, Washington frequently used the word “emolument” in private commercial contexts, or to convey a broader meaning.¹¹⁷

Barclay and Trusler with two “broader” definitions given by “A New English Dictionary (18th ed. 1754)” and “A Complete Dictionary of the English Language (2d. 1789”).

¹¹⁰ *Id.* at 30-31.

¹¹¹ *Hoyt v. United States*, 51 U.S. 109, 135 (1850) (emphasis added by DOJ).

¹¹² 2 Stat. at Large, 172, § 3 (April 30, 1802).

¹¹³ Jane Chong makes a similar point about *Hoyt* in her insightful commentary on DOJ’s brief. See Chong, *supra* note 21 (observing that *Hoyt* must be read “with an eye to [its] facts: [the case does] not assert that ‘emoluments’ must derive directly from discharge of duty; rather, the kind of emoluments at issue in [*Hoyt*] was the kind derived for discharge of duty”).

¹¹⁴ *Id.* at 28 (quoting BARCLAY, *supra* note 9).

¹¹⁵ *Id.* at 28.

¹¹⁶ At most, the two examples weakly support the claim that “emolument” was often used to refer to government salaries, something no one disputes or denies—since of course such salaries *are* emoluments on any plausible definition. The point at issue is whether “emolument” was *always* used in this rigid manner; in other words, whether concepts such as “government salary” or “payment or other benefit received for discharging the duties of an office” were somehow built into the definition or semantic content of “emolument” at the time. Convincing evidence for the latter proposition is noticeably lacking. See Mikhail, *supra* note 34; John Mikhail, *Other Uses of “Emolument” in The Federalist (and the Fallacy of Affirming the Consequent)*, BALKINIZATION (January 25, 2017).

¹¹⁷ See, e.g., “From George Washington to John Price Posey, 7 August 1782,” FOUNDERS ONLINE, National Archives, last modified March 30, 2017, <http://founders.archives.gov/documents/Washington/99-01-02-09066> (criticizing Posey for “selling another Mans Negros for your own *emolument*”) (emphasis added); “Proclamation on Intercourse with British Warships, 29 April 1776,” FOUNDERS ONLINE, National Archives,

- DOJ claims that the prohibition on receiving foreign emoluments in the Articles of Confederation “was prompted by”¹¹⁸ a series of events involving American diplomats Arthur Lee, Silas Deane, and Benjamin Franklin, which occurred in connection with their “successfully negotiating the Franco-American alliance treaty of 1778.”¹¹⁹ This causal claim is at odds with the fact that the prohibition on foreign emoluments in the Articles was initially drafted by John Dickinson at least two years before the events in question.¹²⁰

last modified March 30, 2017, <http://founders.archives.gov/documents/Washington/03-04-02-0132> (referring to “wicked Persons, preferring their own, present private *Emolument* to their Country’s Weal”) (emphasis added); “Virginia Nonimportation Resolutions, 22 June 1770,” FOUNDERS ONLINE, National Archives, last modified March 30, 2017, <http://founders.archives.gov/documents/Jefferson/01-01-02-0032> (calling for a boycott of sellers of British and European goods who “have preferred their own private *emolument*” to “the dearest rights of the people of this colony”) (emphasis added); “Washington’s Memoranda on Indian Affairs, 1789,” FOUNDERS ONLINE, National Archives, last modified March 30, 2017, <http://founders.archives.gov/documents/Washington/05-04-02-0333> (“Every Navigable River throughout the Territory shall be deemed a highway and no obstruction shall be placed therein for the *emolument* of any person whatsoever”) (emphasis added); “General Orders, 8 August 1775,” FOUNDERS ONLINE, National Archives, last modified March 30, 2017, <http://founders.archives.gov/documents/Washington/03-01-02-0173> (referring to men who send others “to work upon their Farms, for their own private *Emolument*”) (emphasis added); “General Orders, 5 June 1778,” FOUNDERS ONLINE, National Archives, last modified March 30, 2017, <http://founders.archives.gov/documents/Washington/03-15-02-0331> (observing that “nothing can justify the converting [of horses] as appears to have been intended to private *Emolument*, to the Injury of the Right Owner”) (emphasis added); “General Orders, 22 April 1779,” FOUNDERS ONLINE, National Archives, last modified March 30, 2017, <http://founders.archives.gov/documents/Washington/03-20-02-0138> (“he has purchased the rations of rum from the Artificers and sold them again for his own *emolument*”) (emphasis added); “General Orders, 16 October 1780,” FOUNDERS ONLINE, National Archives, last modified March 30, 2017, <http://founders.archives.gov/documents/Washington/99-01-02-03588> (referring to “selling a quantity of Rum . . . at an advanced price, the Profits of which it is presumed were then intended for his own private *emolument*”) (emphasis added); “From George Washington to Colonel Josias Carvil Hall, 3 April 1778,” FOUNDERS ONLINE, National Archives, last modified March 30, 2017, <http://founders.archives.gov/documents/Washington/03-14-02-0365> (referring to “Officers seduced by views of private interest and *emolument* to abandon the cause of their Country”) (emphasis added); “From George Washington to Anthony Whitting, 2 June 1793,” FOUNDERS ONLINE, National Archives, last modified March 30, 2017, <http://founders.archives.gov/documents/Washington/05-13-02-0005> (“for these things, if not lost or stolen, are frequently sold for their own *emolument*”) (emphasis added); “From George Washington to Gilbert Simpson, 13 February 1784,” Founders Online, National Archives, last modified March 30, 2017, <http://founders.archives.gov/documents/Washington/04-01-02-0084> (observing that “something more than your own *emolument* was intended by the partnership”) (emphasis added); “From George Washington to Elias Boudinot, 17 June 1783,” FOUNDERS ONLINE, National Archives, last modified March 30, 2017, <http://founders.archives.gov/documents/Washington/99-01-02-11469> (referring to “the *emoluments* which might be derived from the Peltry Trade at our Factories”) (emphasis added).

¹¹⁸ DOJ Brief at 33.

¹¹⁹ *Id.* at 34. See generally *id.* at 32-34.

¹²⁰ See 5 JOURNALS OF THE CONTINENTAL CONGRESS, 1774-1789, at 547 (July 1776). The “Dickinson Draft” of the Articles of Confederation included a prohibition on foreign emoluments

- DOJ points out that four of the nation’s first five presidents (Washington, Jefferson, Madison, and Monroe) continued to maintain active plantations while in office, and in the course of doing so at least two of them exported agricultural products to other countries.¹²¹ DOJ speculates that these activities *might* have included commercial transactions with a foreign state, but it provides no direct evidence that any such transactions occurred.
- DOJ also calls attention to the fact that President George Washington purchased several lots of public land in what became the District of Columbia from the federal government in 1793. DOJ assumes that this transaction was constitutional, and it infers on that basis that the plaintiffs’ broad definition of “emolument” must be mistaken.¹²² The government’s inference is highly debatable and arguably invalid. Unlike the Foreign Emoluments Clause, the Domestic Emoluments Clause appears to be concerned only with emoluments that the President receives “for his services” as President.¹²³ Because any benefits Washington received from

in Article IV, which read in pertinent part:

No Colony or Colonies, without the Consent of the United States in Congress assembled, shall send any Embassy to or receive any Embassy from, or enter into any Treaty, Convention or Conference with the King or Kingdom of Great-Britain, or any foreign Prince or State; nor shall any Colony or Colonies, nor any Servant or Servants of the United States, or of any Colony or Colonies, accept of any Present, Emolument, Office, or Title of any Kind whatever, from the King or Kingdom of Great-Britain, or any foreign Prince or State; nor shall the United States assembled, or any Colony grant any Title of Nobility.

Id. To the best of my knowledge, this passage, written in Dickinson’s handwriting, constitutes the first occurrence of the language that eventually became the Foreign Emoluments Clause of the U.S. Constitution. Note that in Dickinson’s draft, the prohibition on accepting emoluments extended not only to all colonial and federal officials, but also to “any Colony or Colonies” themselves. This fact appears to be yet another indication that the original understanding of “emolument” was not limited to “office-and-employment-specific” payments or benefits. The Dickinson Draft was modified by a committee of the whole on August 20, 1776, whereupon this reference to “any Colony or Colonies” was dropped and language identical to that found in the Articles of Confederation was adopted. *See id.* at 675.

¹²¹ DOJ Brief, *supra* note 1, at 36-37 (noting that Washington “exported flour and cornmeal to ‘England, Portugal, and the island of Jamaica,’” and that Jefferson “exported his tobacco crop to Great Britain”).

¹²² *Id.* at 38-39.

¹²³ *See, e.g.,* Andy S. Grewal, *The Foreign Emoluments Clause and the Chief Executive*, at 54-55, University of Iowa Legal Studies Research Paper Number 2017-15, available at <http://ssrn.com/abstract=2902391> (March 2017); Grewal, *supra* note 21; *Letter of Milton J. Socolar for Comptroller General of the United States to Senator George Mitchell*, B-207467 (Comp. Gen.), 1983 WL 27823 (Jan. 18, 1983). *See also* THE FEDERALIST NO.73, at 493-494 (Alexander Hamilton) (Jacob E. Cooke, Ed.). If I understand Professor Grewal correctly, he assumes that the Domestic Emoluments Clause (DEC) should be interpreted to include a tacit repetition of the phrase “for his services” as a modification of the second occurrence of the verb “receive,” so that in effect the clause should be read like this:

this purchase of public land were not received *for his services as President*, the Domestic Emoluments Clause was not violated by this transaction. The precise definition of “emolument” is immaterial to this analysis. On any definition, the constitutional outcome would be the same.

- Perhaps most remarkably, DOJ asserts that “[t]he history and purpose of the [Emoluments Clauses] is devoid of concern about private commercial business arrangements.”¹²⁴ This assertion is false and inconsistent with the best explanation of the broad sweep of emoluments prohibitions adopted by American governments from 1776 to 1789, many of which were designed specifically to prevent corruption and restrain public officials from placing their private commercial interests over their public duties. Six prominent illustrations are the Virginia Declaration of Rights,¹²⁵ the Constitution of Pennsylvania,¹²⁶ the Articles of Confederation,¹²⁷ the 1784 Consular

The President shall, at stated Times, receive for his Services, a Compensation, which shall neither be increased nor diminished during the Period for which he shall have been elected, and he shall not receive [for his Services] within that Period any other Emolument from the United States, or any of them.

This reading of the DEC seems plausible to me – at least as plausible as one in which the second occurrence of “receive” is held to be entirely unmodified, or is construed very broadly, as if it read: “and he shall not receive [for any reason whatever] within that Period any other Emolument from the United States, or any of them.” If the former and more focused reading is adopted, then the constitutional analysis of a Domestic Emoluments Clause violation in any given case may turn simply on whether the President received the emoluments in question “for his services” as President. In familiar cases such as President Washington’s purchase of land from the federal government, President Kennedy’s receipt of naval retirement pay, President Reagan’s receipt of California retirement benefits, and President Obama’s receipt of interest payments on US Treasury bonds, the answer is invariably no. In all of these cases, therefore, the definition of “emolument” can be as broad or as narrow as one likes, and the constitutional outcome would be the same -- because the payments or benefits at issue were not received by the president “for his services” as president. Note that the foregoing analysis implies that at least some of the specific allegations that have been made against President Trump’s for Domestic Emoluments Clause violations may not be valid legal claims. On the other hand, the analysis appears to explain and justify many of the historical examples that are thought to pose the most difficult challenges to the broad meaning of “emolument” presupposed by plaintiffs’ Foreign Emoluments Clause claims.

¹²⁴ *Id.* at 34.

¹²⁵ See Virginia Declaration of Rights (1776) (“That no man, or set of men, are entitled to exclusive or separate *emoluments* or privileges from the community, but in consideration of public services....”) (emphasis added).

¹²⁶ See Constitution of Pennsylvania (1776) (“That government is, or ought to be, instituted for the common benefit, protection and security of the people, nation or community; and not for the particular *emolument* or advantage of any single man, family, or set of men, who are a part only of that community”) (emphasis added).

¹²⁷ See Articles of Confederation (1781) (“[N]or shall any person holding any office of profit or trust under the United States, or any of them, accept any present, *emolument*, office or title of any kind whatever from any King, Prince or foreign State.”) (emphasis added).

Convention with France,¹²⁸ the 1788 Consular Convention with France,¹²⁹ and the 1789 Act to Establish the Treasury Department.¹³⁰ DOJ neglects to discuss any of these landmarks in early American public law, opting instead to focus attention on less significant matters.

In short, DOJ’s fragile dictionary-based argument is symptomatic of a weak grasp of American constitutional history in general. The bulk of the government’s Rule 12(b)(6) motion to dismiss consists of an extended originalist argument that spans over twenty pages.¹³¹ The argument is remarkably flimsy, bearing many of the marks of “law office history” that make historians and sophisticated originalists wince.¹³² These deficiencies do not impugn originalism itself, of course, if for no

¹²⁸ See *Consular Convention between His Most Christian Majesty and the Thirteen United States of North America*, in 4 THE DIPLOMATIC CORRESPONDENCE OF THE AMERICAN REVOLUTION 198-208, 199-200 (1829) (Jared Sparks, Ed.) (authorizing the consuls and vice consuls of each nation “to establish agents in the different ports and places of their departments” who “may be chosen among the merchants, either national or foreign, and furnished with a commission from one of the said consuls” and declaring that it shall be the business of these agents “to render to their respective merchants, navigators, and vessels, all possible service, and to inform the nearest consul or vice consul of the wants of the said merchants, navigators, and vessels . . . without the power to extract from the said merchants any duty or *emolument* whatever, under any pretext whatever”) (emphasis added). Benjamin Franklin and Charles Gravier de Vergennes agreed to this provision and signed the convention on behalf of the United States and France on July 29, 1784.

¹²⁹ See *Convention Defining and Establishing the Functions and Privileges of Consuls and Vice Consuls between the United States and France*, in 1 THE AMERICAN DIPLOMATIC CODE, EMBRACING A COLLECTION OF TREATIES AND CONVENTIONS BETWEEN THE UNITED STATES AND FOREIGN POWERS 70-82 (1834) (Jonathan Elliot, Ed.) (declaring that consular agents “shall confine themselves respectively to the rendering to their respective merchants, navigators, and vessels, all possible service . . . without power under any pretext whatever to exact from the said merchants any duty or *emolument* whatsoever”) (emphasis added). The language of this provision is nearly identical to its 1784 counterpart, from which it clearly was derived. The convention itself, signed at Versailles by Thomas Jefferson and L.C. de Montmorin on November 14, 1788, was one of the first treaties ever submitted to the Senate of the United States.

¹³⁰ See 1 Stat. 65 (1789-1799) (“That no person appointed to any office instituted by this act, shall directly or indirectly be concerned or interested in carrying on the business of trade or commerce, or be owner in whole or in part of any sea-vessel, or purchase by himself, or another in trust for him, any public lands or other public property, or be concerned in the purchase or disposal of any public securities of any State, or of the United States, or take or apply to his own use, any *emolument* or gain for negotiating or transacting any business in the said department, other than what shall be allowed by law”) (emphasis added).

¹³¹ See DOJ Brief, *supra* note 1 at 26-48.

¹³² For a series of thought-provoking essays on the vexed relationship between originalism and constitutional history, see Jonathan Gienapp, *Constitutional Originalism and History*, PROCESS: A BLOG FOR AMERICAN HISTORY (March 20, 2017); Randy Barnett, *Challenging the Priesthood of Professional Historians*, VOLOKH CONSPIRACY (March 28, 2017) (responding to Gienapp); Jonathan Gienapp, *Knowing How vs. Knowing That: Navigating the Past*, PROCESS: A BLOG FOR AMERICAN HISTORY (April 4, 2017) (replying to Barnett); Michael Ramsey, *Gienapp on Barnett on Gienapp on Originalism*, THE ORIGINALISM BLOG (April 5, 2017) (commenting on the exchange between Gienapp and Barnett); Lawrence B. Solum, *Some Reflections on Gienapp and Ramsey on Constitutional Originalism*, LEGAL THEORY BLOG (April 5, 2017) (commenting on Gienapp and Ramsey). See also, e.g., JACK BALKIN, LIVING ORIGINALISM (2012); ROBERT

other reason than *ab abusu ad usum non valet consequentia* (“a conclusion about the use of a thing from its abuse is invalid”).¹³³ They do suggest, however, that the government’s historical arguments are inadequate and need more work, particularly if originalism continues to play a central organizing role in its legal briefs.

IV. SOURCES, METHODS AND DOCUMENTATION

This section describes the primary sources, methods, and documentation used in this study, all of which are relatively simple and straightforward. Appendix A (“‘Emolument’ in English Language Dictionaries, 1604-1806”) consists of several documents. The first is a table (“Table 1: Definitions of ‘Emolument’ in English Dictionaries”) which lists the core components of every known English dictionary definition of “emolument” published between 1604 and 1806.¹³⁴ The list of dictionaries used in compiling this table was generated by drawing upon several authoritative works of dictionary scholarship, including *The English Dictionary from Cawdrey to Johnson, 1604-1755* by De Witt T. Starnes & Gertrude E. Noyes (new edition, with an introduction, chronological list of dictionaries, and select bibliography by Gabrielle Stein);¹³⁵ *English Dictionaries from 1604 Through 1900: The Warren N. and Suzanne B. Cordell Collection of Dictionaries* by Robert K. O’Niell;¹³⁶ and *Catalog of Dictionaries, Word Books, and Philological Texts, 1440-1900* by David Vancil.¹³⁷

The second document in Appendix A (“Figure 1: Statistical and Longitudinal Analyses of Lexical Definitions”) provides tabular and graphic representations of these findings, highlighting both the frequency with which specific words are used to define “emolument” and the fluctuation of these *definiens* over time.¹³⁸ For the sake of comprehensiveness, a third document transcribes each component of the definitions excerpted in Table 1, including information on etymology, parts of speech, and other miscellany which were left out of that table, in order to keep it as simple and illuminating as possible.¹³⁹ Finally, for the benefit of those readers who

W. BENNETT & LAWRENCE B. SOLUM, CONSTITUTIONAL ORIGINALISM: A DEBATE (2011); Mary Sarah Bilder, *The Constitution Doesn’t Mean What You Think It Means*, THE BOSTON GLOBE (April 2, 2017); Alison L. LaCroix, *The Rooms Where It Happened*, THE NEW RAMBLER (May 23, 2016); Richard Primus, *Will Lin-Manuel Miranda Transform the Supreme Court?* THE ATLANTIC (June 4, 2016); Jack Rakove, *Tone Deaf to the Past: More Qualms About Public Meaning Originalism*, 84 FORDHAM L. REV. 969 (2015); Lawrence B. Solum, *Originalist Methodology*, 84 U. CHI. L. REV. 269 (2017).

¹³³ Cf. John Mikhail, *Law, Science, and Morality: A Review of Richard Posner’s “The Problematics of Moral and Legal Theory,”* 54 STAN. L. REV. 1057, 1127 (2002).

¹³⁴ See Table 1, *supra* note 23.

¹³⁵ See STARNES & NOYES, *supra* note 22.

¹³⁶ See ROBERT K. O’NIELL, ENGLISH DICTIONARIES FROM 1604 THROUGH 1900: THE WARREN N. AND SUZANNE B. CORDELL COLLECTION OF DICTIONARIES (1988).

¹³⁷ See DAVID VANCIL, CATALOG OF DICTIONARIES, WORD BOOKS, AND PHILOLOGICAL TEXTS, 1440-1900 (1993).

¹³⁸ See Figure 1, *supra* note 24.

¹³⁹ See Transcript of English Dictionary Definitions, 1604-1806, *infra* at A-6.

would like to see the originals with their own eyes, Appendix A includes original images of each of these definitions, along with its corresponding title page.¹⁴⁰

Appendix B (“‘Emolument’ in Legal Dictionaries, 1523-1792”) also contains multiple documents. The first is a corollary to Table 1 (“Table 2: Legal Dictionary Definitions of ‘Emolument’”), which documents the complete lack of entries for “emolument” in legal dictionaries published between 1523 and 1792.¹⁴¹ The list of dictionaries used in this table was generated on the basis of the Tarlton Law Library’s Law Dictionary Collection, part of the Jamail Center for Legal Research at the University of Texas.¹⁴²

The second document in Appendix B is another table (“Table 3: Other Uses of ‘Emolument’ in Legal Dictionaries”),¹⁴³ which records every instance in which “emolument” is used in legal dictionaries as part of the definition or explanation of another term.¹⁴⁴ Once again, for the sake of comprehensiveness, a third document transcribes the definitions excerpted in Table 3.¹⁴⁵ Finally, for the benefit of readers who might like to see the originals, Appendix B includes a complete set of images for each of these dictionaries, including the pages on which “emolument” would have occurred if it had been defined, the pages where it is used to define other terms, and the corresponding title pages of these volumes.¹⁴⁶

Appendix C (“‘Emolument’ in Synonymy Dictionaries, 1748-1813”) is the last and the shortest of the four appendices to this Article. It provides background and context for evaluating the government’s reference to John Trusler on pages 29-30 of its brief. The first document in Appendix C is a table (Table 4: “Explanations of ‘Emolument’ in Synonymy Dictionaries”) which records usages of “emolument” in four synonymy dictionaries published from 1748 to 1813.¹⁴⁷ This list was compiled by drawing on Professor Hullen’s scholarship on the history of Roget’s Thesaurus, which includes an extensive discussion of Trusler and other British lexicographers responsible for bringing the thesaurus to Great Britain.¹⁴⁸ This table reveals that Trusler’s explanation of “emolument” is entirely derivative of an earlier

¹⁴⁰ See Original Images, *infra* at A-10 to A-89.

¹⁴¹ See Table 2: Legal Dictionary Definitions of “Emolument,” *infra* at A-91.

¹⁴² The Law Dictionary Collection comprises over two hundred legal dictionaries from the Americas, the British Isles, and Western Europe, including many Roman Law, Common Law, and Civil Law volumes. See generally “About the Collection,” Law Dictionary Collection, University of Texas School of Law (tarlton.law.utexas.edu/law-dictionaries). For the purposes of this study, I focused on the Tarlton Law Library’s catalogue of historical common law dictionaries, leaving an investigation of its Roman Law and Civil Law volumes for another occasion. I am grateful to Emily Kadens for pointing me toward these marvelous resources.

¹⁴³ See Table 3, *infra* at A-91.

¹⁴⁴ *Id.*

¹⁴⁵ See Transcript of Legal Dictionary Definitions and Uses, 1604-1806, *infra* at A-93.

¹⁴⁶ See Original Images, *infra* at A-95 to A-120.

¹⁴⁷ See Table 4: Explanations of ‘Emolument’ in Synonymy Dictionaries, *infra* at A-122.

¹⁴⁸ See WERNER HULLEN, A HISTORY OF ROGET’S THESAURUS: ORIGINS, DEVELOPMENT, AND DESIGN 199-276 (2003).

volume by the French lexicographer, Abbé Girard, and therefore has little apparent grounding in English usage. The two other writers identified by Hullen in his discussion of Girard's followers in Britain, Hester Lynch Piozzi and William Taylor, do not offer synonyms for "emolument" in their volumes. The significance of this absence is unclear; although it could be taken to imply the relative lack of influence Trusler had for later British lexicographers, more research is necessary before drawing any firm conclusions concerning this issue.¹⁴⁹

The second document in Appendix C juxtaposes images from Trusler's and Girard's accounts of "emolument" side-by-side in order to reveal the formal and substantive similarities between them.¹⁵⁰ Finally, the original images of these four synonymy dictionaries are reproduced.¹⁵¹ For the two volumes with an entry on "emolument" (Girard and Trusler), images of those pages are provided, along with images of the corresponding title page.¹⁵² For the two volumes without such an entry (Piozzi and Taylor), only an image of each volume's title page is provided.¹⁵³

For all of the foregoing inquiries, the dictionaries themselves were located using various online databases, some freely available and others requiring a library or other subscription. The primary databases used for this purpose were British History Online (BHO), Early English Books Online (EEBO), Eighteenth Century Collections Online (ECCO), Google Books, HathiTrust Digital Library, HAMNET (Folger Shakespeare Library Catalog), Hein Online, JSTOR, The Making of American Law, the Oxford English Dictionary, and the Washington Research Library Consortium, a partnership of nine university libraries located in the greater Washington, D.C. area.

Finally, in order to focus attention on founding era dictionaries and stay within manageable bounds, the study undertaken here was limited to English dictionaries published between 1604 and 1806 and legal dictionaries published between 1523 and 1792. As indicated, a follow up study of more recent dictionaries is currently underway, which seeks to understand how and why meanings of "emolument" may have changed over time. A key figure in this history appears to be Noah Webster,

¹⁴⁹ Trusler's volume is not included in several authoritative catalogues of English dictionaries, and his preface suggests that his primary objectives may be prescriptive rather than descriptive. *See, e.g.*, O'NIELL, *supra* note 136 (excluding Trusler from his classification); STARNES & NOYES, *supra* note 22 (excluding Trusler from their list of English dictionaries); VANCIL, *supra* note 137 (same). *See also* TRUSLER, *supra* note 10, at 20-23 (explaining the aims and scope of his inquiry including "a thorough reform . . . [that] will go, a considerable way, towards the improvement of our tongue"). By contrast, Trusler's work plays a significant role in the origins of the modern English thesaurus. *See, e.g.*, HULLEN, *supra* note 148, at 213-33 (discussing Trusler's role in the evolution of the thesaurus in Great Britain); SHAPRIO, *supra* note 29, at 279-281 (same); Noyes, *supra* note 29 (same). For all these reasons, Trusler's book is not classified with the English language dictionaries in Appendix A, but rather with the English synonymy dictionaries in Appendix C. *See generally infra* at A-122 to A-129.

¹⁵⁰ *See* side-by-side comparison of Girard (1748) and Trusler (1766), *infra* at A-123.

¹⁵¹ *See* Original Images, *infra* at A-123 to A-131.

¹⁵² *See infra* at A-123 to A-129.

¹⁵³ *See infra* at A-130 to A-131.

who defined “emolument” in the standard fashion in 1806, but whose more influential 1828 dictionary lists two definitions for “emolument,” the first of which involves office- or employment-related compensation.¹⁵⁴ Webster thus represents a natural starting point for the next phase of research begun here.

CONCLUSION

In interpreting the Constitution, the Supreme Court is ostensibly “guided by the principle that ‘[t]he Constitution was written to be understood by the voters; its words and phrases were used in their normal and ordinary as distinguished from technical meaning.’ Normal meaning may of course include an idiomatic meaning, but it excludes secret or technical meanings that would not have been known to ordinary citizens in the founding generation.”¹⁵⁵ If one applies this principle to the cases at hand, it follows that one should seek to determine how “emolument” was used in its normal or everyday sense by ordinary citizens during the founding era.

Contemporaneous dictionaries are not dispositive of original meaning, of course, but they normally are a reasonably accurate reflection of it. That at least seems to be the premise underlying those parts of the government’s brief to which this Article primarily responds. DOJ’s use of founding era dictionaries in its brief, however, leaves much to be desired. At best, its historical research was shoddy and slapdash. At worst, it may have misled the court by cherry-picking and selectively quoting its preferred definition, ignoring a vast amount of conflicting evidence.

English language dictionaries published between 1604 and 1806 define “emolument” in a remarkably uniform fashion, regularly consisting of one or more of the following terms: “profit,” “gain,” “advantage,” and “benefit.” Every definition published during this period, in fact, falls under this sweeping generalization. By contrast, fewer than 8% of the definitions published in the same time frame use the phrase DOJ seizes upon with such alacrity in its brief—“profit arising from office or employ.” Presumably, the government’s eagerness to adopt this latter definition stems from the fact that it lends itself so easily to DOJ’s “office-and-employment-specific construction” of “emolument,” which, in turn, purportedly enables the President to avoid constitutional jeopardy. Nevertheless, whether this definition actually *is* a favorable one for the president is far from clear.

¹⁵⁴ See NOAH WEBSTER, AMERICAN DICTIONARY OF THE ENGLISH LANGUAGE (1828). Webster’s two-part definition reads:

1. The profit arising from office or employment; that which is received as a compensation for services, or which is annexed to the possession of office, as salary, fees and perquisites.
2. Profit; advantage; gains in general.

Id. (Note: The 1828 edition of Webster’s Dictionary is not paginated).

¹⁵⁵ *District of Columbia v. Heller*, 554 U.S. 570, 576 (2008) (quoting *United States v. Sprague*, 282 U.S. 716, 731 (1931)).

On either a causal or functional analysis of the Emoluments Clauses, for instance, “profit arising from office or employ” might prove to be an exceedingly difficult test for him.¹⁵⁶ For the moment, however, the more important lesson to take away from this investigation is simply this: the government’s dictionary definition of “emolument” is demonstrably ahistorical and unreliable.

¹⁵⁶ A causal or “but-for” analysis considers “arising from” to be causal language and asks whether the president would have received particular emoluments but for the office he occupies. A functional analysis focuses on the purpose of the Emoluments Clauses—to prevent corruption or undue influence—and asks whether particular emoluments the president receives have the purpose or probable effect of producing corruption or undue influence. For further discussion of these frameworks, see the essays by Chong, Dorf, Lederman, and Litman, *supra* note 21.

APPENDIX A: “EMOLUMENT” IN ENGLISH LANGUAGE DICTIONARIES, 1604-1806

Table 1: Definitions of “Emolument” in English Dictionaries, 1604-1806

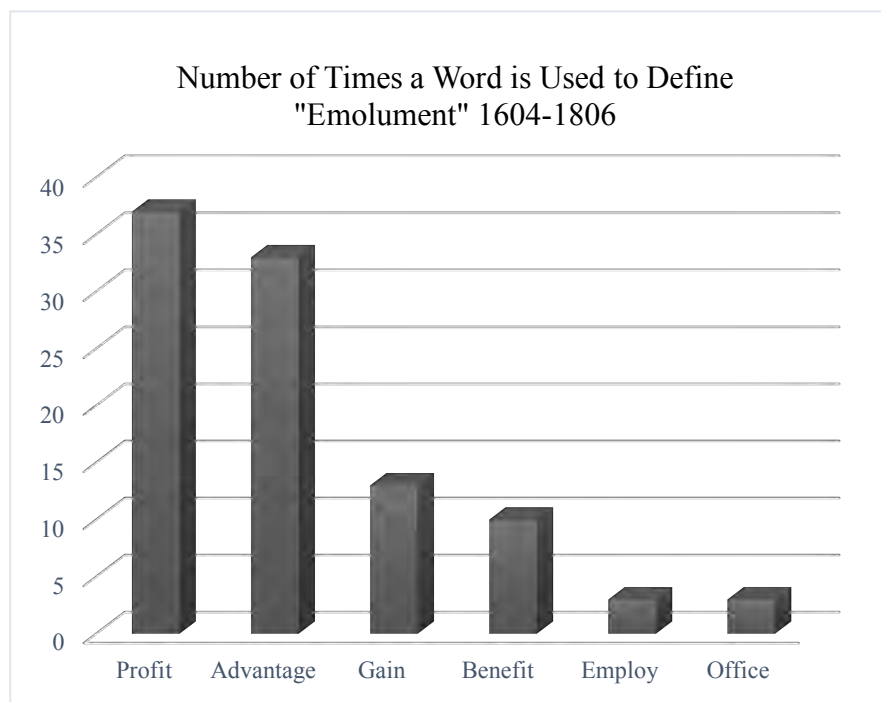
	Author	Title	1st ed.	Image	Definition
1	Cawdrey, Robert	<i>A Table Alphabeticall</i>	1604	4th ed. 1617	“Profit or gaine”
2	Bullokar, John	<i>The English Expositor</i>	1616	12th ed. 1719	“Profit, gain, Advantage”
3	Cockeram, Henry	<i>The English Dictionarie</i>	1623	1st ed. 1623	“Profit, gaine”
4	Blount, Thomas	<i>Glossographia</i>	1656	2d ed. 1661	“Profit gotten by labor and cost”
5	Philips, Edward	<i>The New World of Words</i>	1658	7th ed. 1720	“Profit got by Labour and Cost; Benefit, Advantage”
6	Coles, Elisha	<i>A Dictionary</i>	1676	2d ed. 1679	“Profit”
7	Kersey, John	<i>A New English Dictionary</i>	1702	2d ed. 1713	“Gain properly by grist, profit got by labour and cost”
8	Cocker, Edward	<i>English Dictionary</i>	1704	3d ed. 1724	“Profit, Gain, Advantage”
9	[anon]	<i>Glossographia Anglicana Nova</i>	1707	1st ed. 1707	“Advantage, Profit”
10	Bailey, Nathan	<i>A Universal Etymological English Dictionary</i>	1721	2d ed. 1724	“Advantage, Profit”
11	Bailey, Nathan	<i>Dictionarium Britannicum</i>	1730	1st. ed. 1730	“Profit gotten by labour and cost”
12	Manlove, James	<i>New Dictionary</i>	1735	2d ed. 1741	“Advantage, Profit”
13	Defoe, B.N.	<i>A Compleat English Dictionary</i>	1735	1st ed. 1735	“Advantage, Profit”
14	Dyche, Thomas & Pardon, William	<i>A New General English Dictionary</i>	1735	8th ed. 1754	“Benefit, advantage, profit”
15	Martin, Benjamin	<i>Lingua Britannica Reformata</i>	1749	1st ed. 1749	“Profit, benefit, or advantage”
16	[anon]	<i>A Pocket Dictionary</i>	1753	2d ed. 1758	“Benefit, advantage”
17	Wesley, John	<i>The Complete English Dictionary</i>	1753	3d ed. 1777	“Profit, advantage”
18	Johnson, Samuel	<i>A Dictionary of the English Language</i>	1755	7th ed. 1783	“Profit; advantage”
19	Scott, Joseph	<i>A New Etymological Dictionary</i>	1755	1st ed. 1755	“Profit”

20	Buchanan, James	<i>Lingue Britannicae Vera Pronunciatio</i>	1757	1st ed. 1757	“Benefit or advantage”
21	Rider, William	<i>A New Universal English Dictionary</i>	1759	1st ed. 1759	“Profit arising from an office or employ, gain, or advantage”
22	Bellamy, Daniel	<i>New Complete English Dictionary</i>	1760	2d ed. 1764	“Profit, advantage, benefit”
23	Fenning, Daniel	<i>The Royal English Dictionary</i>	1761	5th ed. 1775	“Profit arising from an office or employ; gain, or advantage”
24	Donaldson, Alexander	<i>A Universal Dictionary of the English Language</i>	1763	1st ed. 1763	“Profit; advantage; gain”
25	Allen, Francis	<i>A Complete English Dictionary</i>	1765	1st ed. 1765	“Profit; gain, or advantage”
26	Entick, John	<i>The New Spelling Dictionary</i>	1765	new ed. 1780	“Profit, advantage, benefit”
27	Barlow, Frederick	<i>The Complete English Dictionary</i>	1772	1st ed. 1772	“Profit, gain, or advantage”
28	Kenrick, William	<i>A New Dictionary of the English Language</i>	1773	1st ed. 1773	“Profit; advantage”
29	Fisher, Anne	<i>An Accurate New Spelling Dictionary</i>	1773	6th ed. 1788	“Advantage, profit, benefit”
30	Barclay, James	<i>A Complete and Universal English Dictionary</i>	1774	1st ed. 1774	“Profit arising from an office or employ; gain or advantage”
31	Ash, John	<i>The New and Complete Dictionary of the English Language</i>	1775	1st ed. 1775	“An advantage, a profit”
32	Perry, William	<i>The Royal Standard English Dictionary</i>	1775	1st ed. 1775	“Advantage, profit”
33	Walker, John	<i>A Critical Pronouncing Dictionary</i>	1775	1st ed. 1791	“Profit, advantage”
34	Sheridan, Thomas	<i>A Complete Dictionary of the English Language</i>	1780	3d ed. 1790	“Profit, advantage”
35	Lemon, George	<i>English Etymology</i>	1783	1st ed. 1783	“...used to signify any advantage, or gain”
36	Scott, William	<i>Spelling, Pronouncing, Explanatory Dictionary</i>	1786	new ed. 1810	“Profit, advantage, benefit”

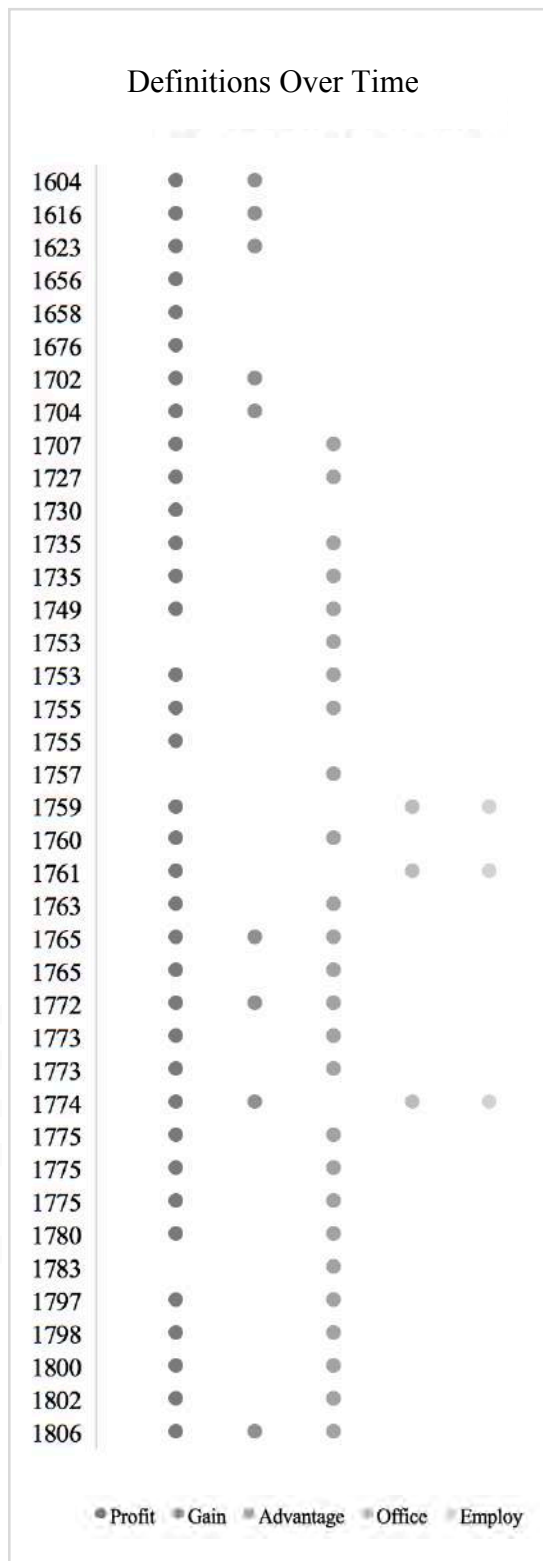
37	Jones, Stephen	<i>A General Pronouncing and Explanatory Dictionary</i>	1798	new ed. 1812	“Profit, advantage”
38	Browne, Thomas	<i>The Union Dictionary</i>	1800	4th ed. 1822	“Profit, advantage”
39	Fulton, George & Knight, George	<i>A Dictionary of the English Language</i>	1802	3d ed. 1823	“Profit; advantage”
40	Webster, Noah	<i>A Compendious Dictionary of the English Language</i>	1806	1st ed. 1806	“Profit, gain, advantage, benefit”

Figure 1: Statistical and Longitudinal Analyses of Lexical Definitions, 1604-1806

Part A: Word Frequency (Bar Graph)



Part C: Definitions Over Time^Δ



Part B: Word Frequency (Table)

Word	# of Times Used	Percentage Frequency (n = 40)
Profit	37	92.5%
Advantage	33	82.5%
Gain	13	32.5%
Benefit	10	25.0%
Employ	3	7.5%
Office	3	7.5%

^Δ Dates listed in Part C represent first editions. A diagram showing all published editions would be more pronounced.

Transcripts of English Dictionary Definitions, 1604-1806

- 1) ROBERT CAWDREY, A TABLE ALPHABETICALL (4th ed. 1617).

Emolument, profit or gaine.

- 2) JOHN BULLOKAR, THE ENGLISH EXPOSITOR (12th ed. 1719).

Emolument, Profit, Gain, Advantage.

- 3) HENRY COCKERAM, THE ENGLISH DICTIONARIE (1st ed. 1623).

Emolument, Profit, gaine.

- 4) THOMAS BLOUNT, GLOSSOGRAPHIA (1st ed. 1656).

Emolument, (*emolumentum*) profit gotten by labor and cost.

- 5) EDWARD PHILIPS, THE NEW WORLD OF WORDS (3d. ed. 1720).

Emolument, Profit got by Labour and Cost; Benefit, Advantage. The word properly signifies Gain arising from the Grist of a Corn-mill.

- 6) ELISHA COLES, A DICTIONARY, ENGLISH-LATIN, AND LATIN-ENGLISH (2d ed. 1679).

Emolument, [profit] *emolumentum*.

- 7) JOHN KERSEY, A NEW ENGLISH DICTIONARY (2d ed. 1713).

Emolument, gain properly by grist, profit got by labour and cost.

- 8) EDWARD COCKER, ENGLISH DICTIONARY (3d ed. 1724).

Emolument, 1. Profit, Gain, Advantage; also Mill-toll.

- 9) [ANON], GLOSSOGRAPHIA ANGLICANA NOVA (1st ed. 1707).

Emolument, Advantage, Profit.

- 10) NATHAN BAILEY, AN UNIVERSAL ETYMOLOGICAL ENGLISH DICTIONARY (21st. ed. 1770).

Emolument, [*Emolumentum*, L.] Advantage, Profit. F.

11) NATHAN BAILEY, DICTIONARY BRITANICUM (1st ed. 1735).

Emolument, properly gain arising from the grist of a corn-mill, also profit gotten by labour and cost.

12) JAMES MANLOVE, NEW DICTIONARY OF ALL SUCH ENGLISH WORDS (2d ed. 1741).

Emolument, Advantage, Profit.

13) B. N. DEFOE, A COMPLEAT ENGLISH DICTIONARY (1st ed. 1735).

Emolument, Advantage, Profit.

14) THOMAS DYCHE & WILLIAM PARDON, A NEW GENERAL ENGLISH DICTIONARY (8th ed. 1754).

Emolument, (s) benefit, advantage, profit, & c.

15) BENJAMIN MARTIN, LINGUA BRITANNICA REFORMATA: OR, A NEW ENGLISH DICTIONARY (1st ed. 1749).

Emolument (of *emolumentum*, 1. of *emole* to grind thoroughly): profit gotten properly by grist; hence, by any labor and cost. 2. benefit, or advantage.

16) [ANON], A POCKET DICTIONARY OR COMPLETE ENGLISH EXPOSITOR (2nd ed. 1753).

Emolument, (S.)' Benefit, advantage. *L.*

17) JOHN WESLEY, THE COMPLETE ENGLISH DICTIONARY (3d. ed. 1753).

Emolument, profit, advantage.

18) SAMUEL JOHNSON, A DICTIONARY OF THE ENGLISH LANGUAGE (7th. ed. 1783).

Emolument. *f.* [*emolumentum*, Latin.] Profit; advantage.

19) JOSEPH SCOTT, A NEW ETYMOLOGICAL DICTIONARY (1st ed. 1755)

Emolument, Profit.

20) JAMES BUCHANAN, LINGUE BRITANNICAE VERA PRONUNCIATIO: OR A NEW ENGLISH DICTIONARY (1st ed. 1757).

Emolument, (S.) Benefit or advantage.

21) WILLIAM RIDER, A NEW ENGLISH DICTIONARY (1st ed. 1759).

Emolument, (S.) (*emolumentum*, Lat.) profit arising from an office or employ, gain, or advantage.

22) DANIEL BELLAMY, ENGLISH DICTIONARY (4th ed. 1764).

Emolument, [S.] profit, advantage, benefit.

23) DANIEL FENNING, THE ROYAL ENGLISH DICTIONARY: OR, A TREASURY OF THE ENGLISH LANGUAGE (5th ed. 1775).

Emolument, S. [*emolumentum*, Lat.] profit arising from an office or employ; gain, or advantage.

24) ALEXANDER DONALDSON, AN UNIVERSAL DICTIONARY OF THE ENGLISH LANGUAGE (1st ed. 1763).

Emolument, n. s. profit; advantage; gain.

25) FRANCIS ALLEN, A COMPLETE ENGLISH DICTIONARY (1st. ed. 1765).

Emolument, S. profit; gain, or advantage.

26) JOHN ENTICK, THE NEW SPELLING DICTIONARY 143 (4th ed. 1780).

Emol'ument, *f.* Profit, advantage, benefit.

27) FREDERICK BARLOW, THE COMPLETE ENGLISH DICTIONARY (1st ed. 1772).

Emolument, S. [*emolumentum*, Lat.] profit, gain, or advantage.

28) WILLIAM KENRICK, A NEW DICTIONARY OF THE ENGLISH LANGUAGE (1st. ed. 1773).

Emolument—E-MOL-U-MENT. N. *f.* [*emolumentum*, Lat.] Profit; advantage.

29) ANNE FISHER, AN ACCURATE NEW SPELLING DICTIONARY (6th. ed. 1788).

Emolument, n. advantage, profit, benefit.

30) JAMES BARCLAY, A COMPLETE AND UNIVERSAL ENGLISH DICTIONARY ON A NEW PLAN (1st ed. 1774).

Emolument, S. [*lat.*] profit arising from an office or employ; gain or advantage. **SYNON.** Some persons are so particularly rigid as to condemn all gain arising from play. Many will idly call that *profit* which has accrued by illicit means. It is low and sordid to be ever led by *lucre*. We do not always find the greatest honour in offices where there are the greatest *emoluments*.

31) JOHN ASH, THE NEW AND COMPLETE DICTIONARY OF THE ENGLISH LANGUAGE (1st ed. 1775).

Emolument (s. *from the* Lat. emolumentum) an advantage, a profit.

32) WILLIAM PERRY, THE ROYAL STANDARD ENGLISH DICTIONARY (1st ed. 1775).

E-mol'u-ment, *f.* advantage, profit.

33) JOHN WALKER, A CRITICAL PRONOUNCING DICTIONARY (1st ed. 1791).

Emolument, *f.* Profit, advantage.

34) THOMAS SHERIDAN, A COMPLETE DICTIONARY OF THE ENGLISH LANGUAGE (3d. ed. 1792).

Emolument, e-mol-u-ment. *F.* Profit, advantage.

35) GEORGE LEMON, ENGLISH ETYMOLOGY (1st ed. 1783).

Emolument; mola ; a mill; mole; to grind; emole; to grind thoroughly; under *emolumentum*; profit gotten properly by grist, or whatever is ground at the mill: hence used to signify any advantage, or gain.

36) WILLIAM SCOTT, SPELLING, PRONOUNCING, EXPLANATORY DICTIONARY (new ed. 1810).

Emolument, Profit, advantage, benefit.

37) STEPHEN JONES, A GENERAL PRONOUNCING AND EXPLANATORY DICTIONARY (4th ed. 1822).

Emolument, Profit, advantage.

38) THOMAS BROWNE, UNION DICTIONARY (4th ed. 1822).

Emolument, profit, advantage.

39) GEORGE FULTON & GEORGE KNIGHT, A DICTIONARY OF THE ENGLISH LANGUAGE (3d ed. 1823).

Emolument, Profit; advantage.

40) NOAH WEBSTER, A COMPENDIOUS DICTIONARY OF THE ENGLISH LANGUAGE (1st ed. 1806).

Emolument, *n.* profit, gain, advantage, benefit.

APPENDIX A: “EMOLUMENT” IN ENGLISH LANGUAGE DICTIONARIES, 1604-1806

Table Alphabetically, or the English expositor, containing and teaching the true writing and understanding of hard vsuall English words, borrowed from the Hebrew, Greeke, Latine, or French, &c.

With the Interpretation thereof by plaine English words, gathered for the benefit and helpe of all vskilfull persons.

Whereby they may the more easily and better understand many hard English words, which they shall heare or read in Scriptures, Sermons, or else where, and also be made able to vse the same aptly themselves.

Set forth by R.C. and newly corrected, and with the adition of many vsfull wordes enriched.

The fourth Edition.

Legere, est non intelligere, neglegere est.
As good not to read, as not to vnderstand.

LONDON.

Printed by W. I. for Edmund Weaver, and are to be sold at his shop at the great North doore of Paules Church. 1617.

An Alphabetical Table

elect, chosen or picked out.
 elegancie, finenesse of speech.
 element, the first principle or beginning of
 any thing.
 eleemosquarie, he that giueth almes.
 elench, (g) a subtle argument.
 elevate, lift vp, or heauē bp.
 elocution, good utterance of speech.
 eloine, to put, giue, or sell away.
 eluish, froward.
 embellish, to make beautifull.
 § embark, } to ship a thing, or
 imbark, } load a ship.
 embezill, to steale or conuey away.
 embrion, a childe vnperfect in the mothers
 wombe.
 emancipate, to set at libertie.
 emblem, (g) a picture shewiug out some
 thing to be learned.
 eminent, appearing higher, or further out, or
 § emmot, pismire. (celling.
 emolument, profit or gaine.
 emphasis, (g) a forcible expreding.
 empirick (g) he that hath all his skill in phy-
 sicke by practise.
 § empire, gouernment, or kingdomes.
 emulation, enuie, imitation, desire to exceede
 another.

enare

T H E
English Expofitor
I M P R O V ' D :
Being a Complete
DICTIONARY;
TEACHING

The Interpretation of the moſt Difficult
Words, which are commonly made uſe
of in our *English* Tongue.

First ſet forth by J. B. Doct^r of Phyſick.

And now carefully Reviſed, Corrected, and
abundantly Augmented, with a new and very large Ad-
dition of very uſeful and ſignificant Words.

By R. B R O W N E, Author of the
English School Reform'd.

There is alſo an I N D E X of Common Words
(Alphabetically ſet) to direct the Reader to others more
Learned, and of the ſame Signification with them.

And likewise a ſhort *Nomenclator* of the moſt
celebrated Perſons among the Ancients; with Variety of
Memorable Things: Collected out of the beſt of Hiſtory,
Poetry, Philoſophy, and Geography.

The Twelfth Edition.

L O N D O N: Printed for W. Churchill, at the
Black-Swan in *Pater-noſter-Row.* 1719.

Where may be had the above-mention'd Spelling-Book, En-
circled, *The English School Reform'd*: Being a Method very
exact and eaſy both for the Teacher and Learner.

Digitized by Google

E M

of the Year moveth, or the
 Courie of the Year standeth
 on those Seasons, in one or
 other of which, the Fruits of
 the Earth are either sown,
 sprung up, coming to their
 Ripenets, or gather'd into the
 Barn.

Embezel. To steal, con-
 vey away, to spend, or
 waste.

Emblem. It properly fig-
 nifieth any fine Work, cun-
 ningly set in Wood, or other
 Substance, as we see in
 Chess-Boards and Tables;
 notwithstanding it is com-
 monly taken for a Picture,
 or other Device, shadowing
 some matter to be learned by
 it.

Emboist. A Term used by
 Hunters, when a Deer is so
 weary, that he foameth at
 the Mouth.

Embracer. A Law-Term,
 of him that, when a Matter
 is in Tryal, cometh for re-
 ward to the Bar, being no
 Lawyer, or Witness, and
 speaketh in favour of the
 Parties; or which laboureth
 the Jury, or useth any un-
 lawful practice to make them
 give their Verdict as he would
 have them.

Embrocation. A Bathing
 of any part of the Body by
 the falling of the Liquor
 from aloft upon the part af-
 fected.

Embroid. To encumber, en-
 tangle, or pester.

Embryon. A Child un-
 perfect in the Mother's
 Womb.

Embuscade, or Ambuscade.
 A lying in wait.

E M

Emendation. An amend-
 ing.

Emerald. A precious Stone,
 the greenest of all other,
 for which cause it is very
 comfortable to the Sight.
 The best of these Stones
 are brought out of *Scythia*.
 And some affirm them to
 be taken out of the *Grif-
 fins* Nests, who do keep
 this Stone with great seduli-
 ty. It is found by experience
 (as *Albertus* writeth) that,
 if the *Emerald* be good, it
 inclineth the bearer thereof
 to chastity, and cannot en-
 dure the Action of Lust.
 There is also a Disease found-
 ing near this Word, for which
 see *Hemorrhoid*.

Emergent. What issueth, ri-
 seth up, appeareth, or shew-
 eth it self.

Eminence. Highness, Digi-
 nity, Honour.

Eminent. High, lofty, ho-
 nourable.

Emissary. A busy fellow sent
 out for a Spy, or Scout, a Mes-
 senger always at hand.

Emission. A sending out, a
 sending forth.

Emit. To send out.

Emmanuel. An Hebrew
 Word expressing the Dignity
 of our Saviour, and it is in-
 terpreted, *God with us*.

Emollient. Softning, making
 supple or pliant.

Emolument. Profit, Gain,
 Advantage.

Empair. Diminish.

Empannel. To make up a
 Jury of Twelve or more
 Men.

5461a

THE ENGLISH DICTIONARIE:

OR,
AN INTERPRETER
of hard English Words.

Enabling as well Ladies and Gentle-
women, young Schollers, Clarkes, Merchants,
as also Strangers of any Nation, to the vnder-
standing of the more difficult Authors already
printed in our Language, and the more
speedy attaining of an elegant perfection of
the English tongue, both in reading,
speaking and writing.

Being a Collection of the choicest words contained
in the Table Alphabeticall and English Expositor, and
of some thousands of words neuer published
by any heretofore.

By H. C. Gent.

LONDON,

Printed for *Edmund Weaver*, and are to be sold
at his shop at the great North gate of *Pauls*
Church. 1623.

THE FOLGER SHAKESPEARE LIBRARY

50th PIONEER 1 2nd

2 1st NO. 4503 3

4 5 6 7 8 9 10 11 12 13 14 15

16 17 18 19 20 21 22 23 24 25 26 27 28 29 30

31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50

E F

Effeminate. Womanish, nice.

Efficacie. Power, force.

Efficiencie. A bringing to passe.

Efficient. Which bringeth to passe.

Effigies. Ones picture, or ones true resemblance.

Efflagitate. To demand a thing earnestly.

Effrenation. Vnrulinesse.

Effusion. A pouring out.

Effsoones. Againe, often.

Egellidate. To thaw.

Egerminate. To spring, or bud out.

Egregious. Excellent, sometime vile, base.

Egression. A going out.

Egrimonie. Great sorrow.

Egrotude. Griefe of mind.

Eiect. To cast out.

Eiection. A casting out.

Eiulation. A howling, or crying out.

Eiurate. To forswear, or resigne ones place.

Elaborate. To do a thing with great paines.

Elapidate. To rid out stones.

Elate. To lift vp, or proud, loftie.

Elation. A lifting vp.

E L

Elatrate. To speake out loud.

Elect. To chuse.

Election. A chusing, choise.

Electrum. Amber.

Electuarie. A medicine made with sirrups and powders.

Eleemosinarie. Which giueth almes.

Elegancie. Neatnesse.

Elegant. Fine, neat.

Elegiack. Mournesfull.

Elegie. A mournesfull song vsed at funeralls.

Elegiographer. Which writes mournesfull songs.

Element. The first matter of visible substance, from whence all things take their beginning, whereof there be foure, Fire, Aire, Water, and Earth.

Elementarie. Of or belonging to the Elements.

Elephancie. Leprosie.

Elevate. To lift vp.

Elevation. A lifting vp.

Eleutherian. A Deliuerer.

Eliquament. Fatnesse of fish, or flesh.

Elixir. See Quintessence.

Elixate. To boile.

Elocution. Vtterance.

Elo-

E M

Eloquence. The Art of Rhetoricke.

Elucubrate. To doe a thing by candlelight.

Elude. To deceiue.

Elusion. Deceit.

Elusate. To make blind of one eye.

Elusation. Purblindnes.

Elysian. Of or belonging to Elysium.

Elysium. A pleasant place beneath, where Poets fained the foules of good men did rest.

Emaculate. To make cleane, to take out spots.

Emarginate. To take away the scurfe from the mouth of a wound.

Emasculate. To geld.

Embalme. To annoint with balme.

Embassie. A message from a Prince.

Embayling. Compassing.

Embellish. To make beautiful.

Embayned. Sooked.

Emberill. To steale, or conuey away.

Embleme. A picture commonly painted or shadowed, comprehending some matter to be learned by it.

E M

Embolning. A tossing or heaving vp like the sea.

Embryon. A child in the mothers wombe, ere it haue perfect shape.

Embrued. Stained with blood, or so.

Emdeluged. Drowned.

Emedull. To declare, to take out the marrow.

Emendicate. To beg, or craue almes.

Eminence. Highnes, dignity.

Eminent. High, honourable.

Emit. To send.

Emmanuel. God with vs.

Emolliment. An asswaging.

Emolument. Profit, gaine.

Emparmell. To make vp a Iurie of twelue men.

Emperick. A Physician onely by practise.

Emperie. Command.

Emphasis. A most plaine signification of ones mind.

Emphaticall. That which is vttered with most expresse signification.

Emplead. To sue one.

Empyrial Heauen. The highest heauen aboue the firmament.

Emu-

Blount's
GLOSSOGRAPHIA:
OR A
DICTIONARY,
Interpreting all such
Hard Words
OF *Bb.5.41*
Whatsoever Language, now used
in our refined English Tongue;
With Etymologies, Definitions,
and Historical Observations on the same,
Also the Terms of Divinity, Law,
Physick, Mathematicks, and other Arts and
Sciences explicated.
*Very useful for all such as desire to understand what
they read.*

The Second EDITION, more correct; wherein above
Five hundred choice Words are added;

By *T. B.* of the Inner-Temple, *Barriſter.*

Italm. Apoph.

Ut homines, ita libros in dies ſeipſos meliores fieri oportet.

n *r* *LONDON:*

Printed by *Tho. Newcomb* for *George Sawbridge* at the
Bible on *Ludgate hill.* 1661.

E M

those days till night, and then onely a Cake baked under the Embers or ashes which they called *panem subcineritium*, or *Ember-bread*. *Turb. Cat.* But *Sir Hen. Spelm. de Concil* says the ~~the~~ word is *Imber* from the old Sax. *Imbræn*.

Embellish (Fr *Embellir*) to beautifie, garnish, adorn, be-deck, trim up, or set out unto the eye.

To **Embezel** (*forte ab Ital. Invaligiare, i. in sacco ponere*) to steal or pilfer. *Min.*

Emblem (*Emblema*) is properly any fine work cunningly set in wood or other substance, as we see in Chests, boards and Tables, notwithstanding it is commonly taken for a sweet moral symbol consisting of picture and words, by which some weighty matter is declared. See *Art of making Devises*, p. 7.

Emblematical (*Emblematicum*) pertaining to an Emblem.

Emblematis, he that makes Emblems.

Embleme, a Law term, signifying strictly the profits of Land which hath been sowed; but the word is sometimes used more largely, for any profits that arise and accrue naturally from the ground, as grass, fruit, or trees, hemp, flax, &c. *Mr. Shep.*

Embolism (*embolismus*) the adding a day or more to a year, Leap-year.

Embolismen (Fr *embouchemen*) a moulthing or putting

E M

into the mouth of; a subornation or fore-Instruction; a lesson given or conned before-hand. *Malvezzies* translated.

Emboſ, A term used by hunters when a Deer is so hard chased that he foams at the mouth, and hangs out the tongue; it comes from the Span. *des embocar*, i. to cast out of the mouth.

Embracer, A Law term, and is he that, when a matter is in trial, comes for reward to the Bar, being no Lawyer nor witness, and speaks in favour of one of the parties: or who labors the Jury, or useth any unlawful practice, to make them give their Verdict as he would have them.

Embrocation (Ital. *embrocatione*) a fomenting, besprinkling or gentle bathing the head or any other part, with a liquor falling from aloft upon it, in the manner of rain.

Embryon (*embryo*) a child in the mothers womb, before it has perfect shape; and by Metaphor, any thing before it has perfection.

Embryon, pertaining to an Embryon.

Emusement (from the Fr. *emboucher*) a falling into the Sea, as a River doth.

Emendat (from *emendo*) is an old word, yet still used in the accounts of the Inner-Temple; where so much in *Emendals* at the foot of an account, signifies so much in

E M

in bank or stock for the House, or a mending or increasing the common purse.

Emendation (*emendatio*) an amending, mending, reformation or correction.

Ementition (*ementitio*) a lying or forging.

Emergence (from *emerge*) an issuing or coming out, a rising up out of the water.

Emergent (*emergens*) issuing or running out: this word is often used when we speak of an *Emergent occasion*, which is, when it riseth out of somewhat done before.

Emerald (from the Span. *esmeralda*, Lat. *Smaragdus*) a precious stone, the greenest of all other, and is therefore very comfortable to the sight. The best of this sort are brought out of *Scythia*, and some affirm them to be taken out of the Griffins nest. It is found by experience (as *Albertus* writes) that if the *Emerald* be good, it inclines the bearer to chastity, and cannot endure the action of lust. There is also a disease sounding near this word, for which see *Hemorroide*.

Emetic (from the Gr.) vomiting.

Emigration (*emigratio*) a departing, a going from one place to live at another.

Emication (*emicatio*) a shining or appearing aloft.

Emnency (*eminencia*) excellency passing or standing above others. Also a particu-

E M

lar title of honor given to all Cardinals, and is held to be above *Excellency*.

Emissary (*emissarius*) a suborned accuser, a Spye, a Tale-bearer, one sent out, a Scout.

Emissor (from *emerge*) a rising or appearing out, a coming out.

Emission (*emissio*) a shooting, sending or casting forth.

Emitte (*emitto*) to send forth, to publish abroad, to call out.

Emmanuel (Hebr. God with us) one of the names under which our Saviour Christ was foretold by the Prophets, *Isa. 7. 14. Matth. 1. 23.* The union of two natures in one person of our Redeemer is noted in this word, *Joh. 1. 14.*

Emolli (*emollidus*) soft, tender, nice, effeminate.

Emollient (*emolliens*) a making soft, pliant or loose *Emollient medicines*, i. mollifying or asswaging, such are milk, hony, &c.

Emolument (*emolumentum*) profit gotten by labor and cost

Emotio (*emotio*) a stirring or moving forth.

Empale. See *Impale*.

Empanel, A Law term and signifies the writing or entring the names of a Jury into a Parchment Schedule, Roll or paper by the Sheriff, which he hath summoned to appear for the performance of such publick service as Jurors are employed in.

APPENDIX A: “EMOLUMENT” IN ENGLISH LANGUAGE DICTIONARIES, 1604-1806

THE NEW WORLD OF WORDS: OR,

Universal English Dictionary.

CONTAINING

An Account of the Original or Proper Sense, and Various Significations of all Hard WORDS derived from other Languages, *viz.* Hebrew, Arabick, Syriack, Greek, Latin, Italian, French, Spanish, British, Saxon, Danish, Dutch, &c. as now made use of in our English Tongue.

Together with

A Brief and Plain Explication of all Terms relating to any of the Arts and Sciences, either Liberal or Mechanical, *viz.* Grammar, Rhetorick, Logick, Theology, Law, Metaphysicks, Ethicks, Natural Philosophy, Physick, Surgery, Anatomy, Chymistry, Pharmacy, Botanicals, Arithmetick, Geometry, Astronomy, Astrology, Cosmography, Geography, Hydrography, Navigation, Architecture, Fortification, Dialling, Surveying, Gauging, Opticks, Catoptricks, Dioptricks, Perspective, Musick, Mechanicks, Staticks, Chiromancy, Physiognomy, Heraldry, Merchandize, Maritime and Military Affairs, Agriculture, Gardening, Handicrafts, Jewelling, Painting, Carving, Engraving, Confectionery, Cookery, Horsemanship, Hawking, Hunting, Fowling, Fishing, &c.

To which is Added,

The Interpretation of Proper Names of Men and Women that derive their Original from the above-mention'd Ancient and Modern Tongues, with those of Writs and Processes at Law: Also the Greek and Latin Names of divers sorts of Animals, Plants, Metals, Minerals, &c. and several other remarkable Matters more particularly express'd in the Preface.

Compiled by EDWARD PHILLIPS, Gent.

The Seventh Edition, Revised, Corrected, and Improved; with the Addition of near Twenty Thousand Words, from the best Authors, Domestick and Foreign, that treat of the several Subjects.

By J. K. Philobibl.

A Work very necessary for Strangers, as well as our own Country men, in order to the right understanding of what they Speak, Write, or Read.

Labor improbus omnia vincit. H O R.

L O N D O N:

Printed for J. Phillips, at the King's-Arms in S. Paul's-Church-Yard; D. Rhodes, at the Star, the Corner of Bride-Lane, in Fleet-street; and J. Caglot, at the Ship in Paternoster-row. M DCC XX.

E M

E M

Emerge, that rises, appears, or comes out; as *An emergent Occasion*, i. e. Business of Consequence happening on a sudden. In *Astronomy*, a Star is said to be *emergent*, when it is getting out of the Sun-beams, and ready to become visible.

Emeril or **Emery**, a sort of Stone found in Mines of Copper, Iron and Gold, very hard and heavy; which serves to burnish Gold, and cut all manner of precious Stones but Diamonds: Also a Glazier's Diamond to cut Glais.

Emission, (*Lat.*) properly an issuing, or coming out from under Water: It is a Term more especially us'd by Astronomers, when a Star which has lain hid for some time, under the Sun beams, begins to appear again: It is also taken for the Sun or Moon's coming out of an Eclipse.

Emetick or **Emetick**, (*Gr.*) that provokes, or causes to Vomit.

Emetick Pedicines or **Emeticks**, Medicines that with their pricking Particles, draw together the Fibres of the Stomach upwards, and so throw out at the Mouth, whatever is offensive to the Stomach.

Emetick Tartar, is Cream or Crystal of Tartar powder'd and mingled with a quarter part of *Crocus Metallorum*, and then the Mixture is to be boild for Eight or Nine Hours in an Earthen Pan, in a sufficient quantity of Water: Afterwards the hot Liquor is strain'd through a Woollen Cloath, and about half of it being gently evaporated, the rest is left to cool, and will shoot into Crystals.

Emu, a kind of Fowl. See *Cassowary*.

Emulation, (*Lat.*) a shining, or appearing aloft; a springing, or rising up.

Eminence or **Emminency**, passing, or standing above others; Excellency, high Degree or Quality; also a Title usually given to Cardinals. *Eminence* is also a little Hill or rising Ground. In *Fortification*, an Height that overlooks and commands the Place under it.

Eminent, high, overtopping, great, renowned.

Emir, (among the *Turks*) a Lord, especially any one descended from the false Prophet *Mahomet*.

Emistatus or **Emistatus equus**, a Word us'd by *Plautus*, *Matthew of Westminster* and others, for a Stallion Horse, or Steed.

Emistary, a trusty Person of quick Parts, sent privately to sound or list another, to get Intelligence, or to spy out the Actions or Post of an Enemy.

Emistion, a sending, casting, hurling, or shooting forth.

To **Emist**, to send, dart, or shoot forth.

Emma, a proper Name of several Women, particularly of King *Edward* the Confessor's Mother.

Emmenagogue or **Emmenagogues**, Medicines that stir up the *Menses*, or Couries.

Emmenia, Womens Monthly Courses, or Terms.

Emmer, an Insect, otherwise call'd an Ant or Pismire; the Pains this little Creature takes to lay up Corn against Winter, makes it generally taken for the Emblem of Industry.

Emmuron, (*Gr.*) aliquid Medicine to be squirted into Ulcers.

Emollient, (*Lat.*) mollifying, softening, or assuaging; as *An emollient Decoction*.

Emollientia, Emollients, or softening Medicines, i. e. such as with a moderate Heat and Moisture dissolve those Parts which before stuck close together; and dispersing others, make them loose and soft.

Emolument, Profit got by Labour and Cost; Benefit, Advantage. The Word properly signifies Gain arising from the Grift of a Corn-mill.

Emotion, a stirring, or moving forth; Disturbance, Disorder, or Trouble.

Empalement, (according to *Dr. Grew*) is the outmost Part of the Flower of a Plant, encompassing the *Foliation* of the Attire. 'Tis designed to be a Guard and Band to the Flower, where it is weak and tender; and therefore such Plants as have Flowers with a firm and strong Basis, as Tulips, &c. have no Empalement, nor need any.

To **Empannel**, (*Law-Term*) is to set down the Names of the Jury-men in a Parchment-Schedule, or Roll of Paper, call'd the *Pannel*, which is done by the Sheriff, after he has summon'd them to appear for the performance of such Publick Service as Juries are usually employ'd in.

Emparance, (*Fr.* in Common-Law) a *Petition* or Motion made in Court, for a Day of Respite, to consider what is best to be done; or for the Defendant to put in his Answer to the Plaintiff's Declaration. In the Civil-Law, it is called *Petitio Injunctarum*.

Empasma, (*Gr.*) a Composition of sweet Powders, to take away a Sweat, and cause Itching, See *Catapasma*.

Emattament, (according to some) is the same as *Talus* in *Fortification*; which See.

Empereur, (*Lat.*) an absolute Sovereign Prince who bears Rule over many large Countries.

Empetron, (*Gr.*) the Herb *Sampfire*, or as some say, *Saxifrage*.

Emphasis, a Figure in *Rhetorick*, when a tacit Signification is given to Words, or when more is signify'd than express'd; a Weight or Stress laid upon a Word in the speaking of it.

Emphatical or **Emphatick**, utter'd with a Grace significant, forcible. Thus when any thing is spoken with great Earnestness or Concern, we say 'Twas spoken very *Emphatically*, or with a great *Emphasis*.

Emphatical Colours, (according to the old Natural Philosophers) are those *Apparent Colours*, as they otherwise term them, which are often seen in Clouds before the Rising, or after the Setting of the Sun, or those in the Rain-bow, &c. And these, because they are not permanent or lasting, they will not allow to be true Colours.

Empheuteusis, a Planting, Grafting, or Imping: In the *Roman Law*, the Renting of Land, upon condition to Plant it.

Empheuteura or **Empheuteutes**, such a Tenant of Land; a Copy-holder.

Empheuteuticus Ager, Land improved, let out to Farm, Hire, or Kent.

Emphaticks, Medicines that by their Clamminess stop up the Pores of the Skin.

Emphyagma, a Stopple, a Bar or Bolt: Also a wringing or grinding Pain of the Guts, as in the Wind-colick.

Emphaxis, an Obstruction, or Stoppage in any Part of the Body.

Emphysema, a blowing into, or that which is brought in by blowing.

In *Surgery*, an Inflammation proceeding from Heat, or otherwise: Also a kind of Swelling where in Wind is contained, with a little slimy Phlegm.

Emphyton Thermon or **Cata Innatus**, is the innate Heat, or Heat first suppos'd to be produc'd in a *Fetus*, or Child in the Womb, from the Parents *Semen*, which afterwards, when Respiration is begun, and the *Fetus* subsists of it self, decays and ceases by Degrees. Many Philosophers and Physicians call this Heat an *Innate* and *Natural Spirit*, and make it consist of three Parts, viz. of a *Primogonial Moisture*, an *Innate Spirit*, and Heat.

Empire, (*Lat.*) the Dominions, or Jurisdiction of an *Emperour*; also Power, or Authority.

Empirica Medicina or **Empirice**, (*Gr.*) Quack-ing or pretending to cure Diseases by Guess, without

A
DICTIONARY,
ENGLISH-LATIN,
AND
LATIN-ENGLISH;

Containing
All things Necessary for the Translating of either
Language into the other.

To which end
Many things that were Erroneous are rectified, many
Superfluities retrenched, and very many Defects
supplied.

AND
All suited to the meanest Capacities, in a plainer Method than heretofore :
being (for ease) reduced into an Alphabetical Order, and Explained
in the Mother Tongue.

AND
Towards the completing the English Part (which hath been long desired)
here are added Thousands of Words, Phrases, Proverbs, Proper Names,
and many other useful things mentioned in the Preface to the Work.

The Second Edition enlarged.

By ELISHA COLES, Late of Magd. Coll. Oxon.

L O N D O N,

Printed by John Richardson, for George Sawbridg, T. Bassett,
John Wright, Richard Chiswell, 1679.

[illegible]

A New ENGLISH
DICTIONARY;
Or, A Compleat
COLLECTION
Of the Most
Proper and Significant Words, and Terms of
Art commonly used in the
LANGUAGE;
With a continued Short and Clear Exposition.

The Whole digested into Alphabetical Order; and chiefly designed for the benefit of Young *Scholars, Tradesmen, Artificers, Foreigners*, and the *Female Sex*, who would learn to spell truly; being so fitted to every Capacity, that it may be a ready and continual Help to all that want an Instructor.

As also Three useful Tables, *Viz.*

- I. Of Proper Names of Men, especially those that are contained in the Holy Bible, shewing their true Original and Derivation.
- II. Of Proper Names of Women, with the same Explication.
- III. Of Nick-names or English Christian Names abbreviated or made short.

The Second Edition carefully Revised, with many Important Additions and Improvements.

By J. K.

London: Printed for Robert Knaplock, at the Bishop's Head, and R. and J. Bonwicke, at the Red Lion, in St. Paul's Church-Yard. 1713.

JA 138

An Emergency, a thing that happens suddenly or unexpectedly.

Emergent, that so happens or appears, as, an emergent Occasion.

An Emeril, a Stone to burnish Gold with.

Eminence or Eminency, high Quality; rising Ground.

His Eminency, the Title of a Cardinal.

Eminent, appearing above others, noted, high.

An Emiffary, one sent abroad privately to get Intelligence.

To Emit, to send or dart forth; as, the Sun emitted his Rays.

An Emmet or Pismire, an Inſect.

Emollient, mollifying or softening.

Emolument, gain properly by gift, profit got by labour and cost.

The Emony, or Wind-flower.

An Emotion, a moving forth, a Disturbance.

To Empannel (a Jury) to set down their Names in a Roll called the Pan-nel.

An Emperor, a Sovereign who bears rule over many Countries of a large extent.

An Emphasis, a stress laid upon a Word in speaking it.

Emphatical, uttered with a grace, very significant.

An Empire, the Dominion of an Emperor.

Empyrical, belonging to An Empyrick, a Physician by bare Practice, a Quack-salver.

To employ, to set one at work, to make use of.

Employ or Employment, Work, Business, Trade.

An Empress, an Emperor's Wife.

Empty, void, vain, light, shallow.

Empyrean or Empyrean, belonging to the highest Heaven.

An Emrod or Emry, a Glazier's Diamond to cut Glass with.

The Emrods or Pites, a Disease.

An Emrose, a Flower.

To emulate, to vie with, and strive; to match, to master.

Emulation, an emulating.

An Emulsion, a kind of Physick-drink.

To Enable, to make able or capable.

To Enact, to establish an Act or Law.

Enamel, a Composition us'd by Painters, Goldsmiths, &c.

To Enamel, to set off with such Matter, to engrave with Fire.

To enclose, to shut in, or up.

An Encomium, a Speech or Song in one's praise.

To encompass, to compass or stand about.

An Encounter, a Meeting, a Fight.

To encounter, to meet, to engage in fighting.

To encourage, to give courage, to hearten.

An Encouragement, that which serves to encourage.

To encrease, to grow, to cause to grow, to go forward.

To encroach, to get wrongfully, to usurp.

An Encroachment, an encroaching.

The End of a Street, Book, Speech, &c.

To end, to make an end of.

To endeavour, to strive, to go about, to try.

To endew, to digest Meat as a Hawk does.

To endite to pen or to deliver the matter of a Writing.

Endive, a Sallet-herb.

Endless, that has no end.

To endow, to bestow a Dower or Portion; to settle Revenues upon a College, &c.

An Endowment, an endowing, &c. a natural Gift or Quality.

To endue, to qualify, to furnish with.

To endure, to suffer or bear, to continue or last.

An Enemy, a Back-friend, an Adversary.

Energetical, full of energy, very forceable.

Energy, effectual Working, Efficacy.

To enervate, to take away the strength and vigour.

An Enervation (in Surgery) a weakness about the Nerves or Sinews.

To engage, to bring over to, to pass one's Word, to fight Hand to Hand.

An Engagement, a Promise or Tye, a close Fight.

To engender, to beget, to breed.

An Engine, an Instrument for the bearing or lifting up of any weight.

An Engineer, a Person well skill'd in managing warlike Engines, building Forts, &c.

England, the Southern part of Great Britain, so called from the Angles, a People of Denmark, who with the Jutes and Saxons made themselves Masters of this Kingdom.

English, belonging thereto, as, the English Tongue, English.

COCKER's English Dictionary,

CONTAINING,

An Explanation of the most Refined and Difficult Words and Terms in Divinity, Philosophy, Law, Physick, Mathematicks, Navigation, Husbandry, Military Discipline, with other Arts and Sciences: And the Derivation of them from the *Hebrew, Greek, Latin, Italian, Spanish, French,* and other Languages.

LIKEWISE,

Historical Remarks upon the Lives and Actions of Emperors, Popes, Kings, Queens, Princes, with a great number of other Persons of Note, both in the former and latter Ages of the World.

WITH

Brief Observations upon the Reign of every *English* Monarch from King *William* the Conqueror to this Time. Also a short View of what is Considerable in every County of *England* and *Wales*. With Variety of other Memorable Matters.

A Work very Necessary for all Persons, who desire to understand the Affairs of the World, as well as the Language and Transactions of their own Country.

By *EDWARD COCKER*, the late famous Practitioner in *Writing* and *Arithmetick*.

Published from the Author's Copy: And in this Third Edition very much Enlarged and Altered: By *JOHN HAWKINS*.

The like never yet Extant.

Omne in punctum qui miscuit utile dulci.
He certainly doth hit the White,
Who mingles Profit with Delight:

LONDON: Printed for T. Norris at the Looking-glass on London-Bridge, and A. Bettesworth at the Red-Lyon in Pater-noster-Row. 1724.

EMP

Emelin in *Oxfordshire*, from the Elms growing there.

Emergency, *l.* a Matter of difficulty, that requires haste.

Emergent, *l.* of great Importance, also appearing on a sudden, rising up above Water.

Emeril, a Stone that comes from the Isle of *Guernsey*, wherewith they cut and burnish other precious Stones or Jewels.

Emetical, *g.* Physick that works by Vomit.

Eminence, *l.* honourable, a Title given to the Cardinals of Rome.

Emerison, *l.* coming out, appearing, arising.

Eminent, *l.* famous, excellent, appearing above others.

Emissary, *l.* a Spy, or Scout, sent abroad to hear News, and get Intelligence.

Emication, *l.* shining out.

Emigration, *l.* going out, passing away.

Emildon in *Northumberland*, the Birth-place of *Dr. J. Dunn*, called *Scotus*, of whom before.

Emission, *l.* Emit, *l.* sending, or casting forth.

Emmet, a Plumire, an Ant.

Emollient, *l.* making soft.

Emolument, *l.* Profit, Gain, Advantage; also Mill-toll.

Emotion, *l.* Despair, trouble of Mind, stirring up, moving out.

Empair, *f.* to damage, make worse, or diminish.

Empannel, entering the Names of a Jury upon a List, and swearing them.

Emparance, *f.* a Petition to the Judge to grant longer Day for a Trial.

Emphasis, *g.* an earnest Expression of ones Intention, by a vigorous Pro-

ENA

nunciation of some Words above others, so that they become

Emphatical, *g.* forcible upon the Minds of the Hearers.

Emperick, an unskilful Physician, that tries Experiments without Knowledge, whether the Operation will be effectual or not.

Emplaster, *l.* a Plaster, or Salve, compounded of Herbs, Powders, red Lead and Oil boiled together.

Emporium, *l.* an Exchange, or a Market-Town.

Emprised, a Hunter's Term, when a Hart first forsakes the Herd.

Emption, *l.* buying.

Empyema, *g.* Corruption between the Breast and Lungs, after a Pleuresie.

Empyrean Heaven, the highest Heaven above the Firmament, so called from the bright, shining, or fiery Nature of it: The Mansion of God, Angels, and Saints.

Emucid, *l.* filthy, mouldy.

Emulation, *l.* disdain-ing, striving to excel another.

Emulgent, *l.* milking out.

Emulgent Vein, one of the two main Branches of the hollow Vein, which goes to the Reins.

Emulsion, *l.* any kind of Seed brayed in Water, and strained to the consistence of Almond Milk; also any kind of Cream, or milky Humour.

Emunfories, *l.* the Kernels by which the principal Parts void their Superfluities; also a pair of Snufflers.

Enacted, *l.* ordained, decreed, made into a Law.

Enamel, *f.* Glass, Lead, and Tin, well burnt toge-

ENE

ther, wherewith things are flourished, inlayed, and varied with little Spots.

Encaustick, *g.* wrought with Fire, varnished, enamelled.

Enantiops, *g.* contrariety.

Enargy, *g.* evidence, clearness, forcible Words.

Enchased, *f.* set in Gold.

Enchiridion, *g.* a Hand, or Pocket-book, an Abstract.

Encumbrance, *l.* molestation, hindrance.

Encomium, *l.* a Discourse, or Speech in Commendation of any one.

Encroachment, pressing too far upon a Neighbour's Ground, House, or Pocket.

Encyclopedy, *g.* perfection of Knowledge.

Endamage, *f.* to hurt, or damnify.

Enditment, or *Inditment*, an Accusation exhibited to the Judges against any Person.

Endive, a cooling Herb.

Endorse, *f.* to write on the backside of a Bill or Bond.

Endowment, *f.* the bestowing, or assuring of a Dower.

Empedocles, *g.* an ancient Philosopher and Poet of *Agrigentum*, reported to be the Inventor of Rhetorick.

Endymon, a Shepherd of *Caria*, who from his Observation of the Course of the Moon and Planets, is reputed the Author of Astronomy; the Poets feign he was in Love with the Moon, who made a step every Night to come down and kiss him, being cast into a perpetual Sleep on the top of Mount *Larnus*.

Enervity, *l.* weakness.

Energy, *g.* powerful working, efficacy, force.

Enervation, *l.* weakening.

Enfield,

Blunt, Thomas
Glossographia Anglicana Nova:
O R, A
DICTIONARY,

INTERPRETING

Such **HARD WORDS** of whatever Language, as are at present used in the English Tongue, with their *Etymologies, Definitions, &c.*

A L S O,

The Terms of Divinity, Law, Physick, Mathematicks, History, Agriculture, Logick, Metaphysicks, Grammar, Poetry, Musick, Heraldry, Architecture, Painting, War, and all other Arts and Sciences are herein explain'd, from the best Modern Authors, as, Sir *Isaac Newton*, Dr. *Harris*, Dr. *Gregory*, Mr. *Lock*, Mr. *Evelyn*, Mr. *Dryden*, Mr. *Blunt*, &c.

Very useful to all those that desire to understand
what they read.

L O N D O N,

Printed for *Dan. Brown*, *Tim. Goodwin*, *John Wallis*,
M. Nemborough, *John Nicholson*, *Benj. Took*, *D. Mil-
winter*, and *Fran. Coggan*. 1707.

APPENDIX A: “EMOLUMENT” IN ENGLISH LANGUAGE DICTIONARIES, 1604-1806

E M

Embrasure, in Architecture, is the enlargement made in the Walls, to give more light, or greater convenience to the Windows, Doors, &c.

Embrasures, in Fortification, are the holes in a Parapet, through which the Cannons are laid to fire into the Moat or Field.

Embrave, adorn. *Spencer*.

Embrocation, (Gr.) is a kind of fomentation, wherein the fomenting Liquor is let distil from aloft, drop by drop, very slowly upon the Part or Body to be fomented.

Embryo, is the Fœtus in the Womb of the Mother after its Members come to be distinctly formed.

Embryotomus, (Gr.) a Surgeon's Instrument wherewith they break the Bones of an Embryo, that it may be taken out of the Womb more conveniently.

Emendation, a correcting or mending.

Emergent, (Lat.) rising up above Water, also accidental, appearing on a sudden.

Emerſion, in Astronomy, is when a Star that is so high the Sun that it cannot be seen, by reason of the Sun's light, begins to come out of that light and appear again. The word is sometimes used for the Sun or Moon's coming out of an *Eclipse*; also when any Body, specifically lighter than Water, being thrust down violently into it, rises

E M

again, it is said to *Emerge*.
Emetical, belonging to Vomiting.

Emetick Medicines, are Medicines which cause Vomiting.

Emication, (Lat.) a shining forth.

Emigration, (Lat.) a departing or going from one place to live at another.

Eminency, Excellency; also a Title of Honour given to Cardinals, and is held to be above *Excellency*.

Eminent, Excellent; also any Hill is said to be eminent.

Emissary, a Person sent out to observe the motions of an Enemy, or to sound the thoughts of another: A Spy, a Scout.

Emission, (Lat.) a sending forth, a casting out.

Emit, to send forth or cast out.

Enmet, an Ant or Pismire.

Emollient, making soft, pliant, loose; *Emollient Medicines*, are such as make the part to which they are apply'd soft and pliant.

Emolument, Advantage, Profit.

Enotion, a stirring or moving forth, also a violent motion of the Mind.

Empale, a Punishment us'd in Nero's time, and signifies to run a Stake through the Body of a Person.

Empannel,

An Universal Etymological English Dictionary:

COMPREHENDING

The Derivations of the Generality of Words in the *English* Tongue, either Ancient or Modern, from the Ancient *British*, *Saxon*, *Danish*, *Norman* and Modern *French*, *Teutonic*, *Dutch*, *Spanish*, *Italian*, as also from the *Latin*, *Greek*, and *Hebrew* Languages, each in their proper Characters.

AND ALSO

A Brief and clear Explication of all difficult Words derived from any of the aforesaid Languages; and Terms of Art relating to Anatomy, Botany, Physick, Pharmacy, Surgery, Chymistry, Philosophy, Divinity, Mathematicks, Grammar, Logick, Rhetorick, Musick, Heraldry, Maritime Affairs, Military Discipline, Horsemanship, Hunting, Hawking, Fowling, Fishing, Gardening, Husbandry, Handicrafts, Confectionary, Carving, Cookery, &c.

Together with

A Large Collection and Explication of Words and Phrases us'd in our Ancient Statutes, Charters, Writs, Old Records, and Processes at Law; and the Etymology and Interpretation of the Proper Names of Men, Women, and Remarkable Places in *Great Britain*: Also the Dialects of our different Counties.

Containing many Thousand Words more than either *Harris*, *Philips*, *Kersey*, or any *English* Dictionary before Extant.

To which is Added a Collection of our most Common Proverbs, with their Explication and Illustration.

The whole WORK compil'd and Methodically digested, as well for the Entertainment of the Curious, as the Information of the Ignorant, and for the Benefit of young Students, Artificers, Tradesmen and Foreigners, who are desirous thorowly to understand what they Speak, Read, or Write.

The Second Edition, with large Additions.

By N. BAILEY, φιλόλογος.

L O N D O N :

Printed for E. BELL, J. DARBY, A. BETTESWORTH, F. FAYRAM, J. PEMBERTON, J. HOOKE, C. RIVINGTON, F. CLAY, J. BATLEY, and E. SYMON. 1724

E M

EMIR, a *Turkish* Lord, especially one defended from their false Prophet *Mabomet*.

EMISSARY, [*Emissaire*, *F.* *Emissarius*, *L.*] a Person sent out to observe the Motions of an Enemy, or to sound the Thoughts of another; a Spy, a Scout.

EMISSION, a sending forth, a casting out. *F.* of *L.*

To **EMIT**, [*Emittere*, *L.*] to send forth or cast out.

EMMENAGOGICKS, } [*εμμεναγωγικά*
ENMENAGOGUES, } of *εν* in, *μην* a Month, and *αγω* to lead] *Gr.* Medicines which excite the Courses in Women.

EMMET, [*Æmet*, *Sax.*] an Ant or Pismire.

EMMOISED, comforted. *O.*

EMOLLIENT, [*Emolliens*, *L.*] making soft, pliant, loose.

EMOLLIENTS, [*Emollientia*, *L.*] softening Medicines, such as sheath and soften the Asperities of the Humours, and relax and supple the Solids at the same Time.

EMOLUMENT, [*Emolumentum*, *L.*] Advantage, Profit. *F.*

EMOLUMENTAL, profitable. *F.*

EMOTION, a stirring or moving forth; also a violent Motion of the Mind. *F.* of *L.*

To **EMPAIR**, [*Empirer*, *F.*] to injure, to weaken, make less. *Spencer.*

EMPAIRIN, to impair. *Chaucer.*

EMPALEMENT, the outward Part of the Flower of a Plant.

To **EMPANNEL**, to set down the Names of the Jury into a Roll, called the *Pannel*. *L. T.*

EMPARLANCE, [of *Parler*, *F.* to speak] a Motion or Petition made in Court for a Day of Respite. *F. L. T.*

EMPASMS, [*εμπασμα*, *Gr.*] Medicines composed of Sweet Powders to take away Sweat, and allay Inflammations.

EMPATTEMENT, [in *Fortification*] the same as *Talus*.

To **EMPEACH**, [*Empfecher*, *F.*] to hinder.

EMPEROUR, [*Empereur*, *F.* *Imperator*, *L.*] a Sovereign Prince, who bears Rule over several large Countries.

EMPHASIS, [*Emphase*, *F.* *ἔμφασις*, *Gr.*] a strong or vigorous Pronunciation of a Word; Earnestness, or an express Signification of ones Intention. *L.*

EMPHATICAL, } [*Emphatique*, *F.*
EMPHATICK, } *Emphaticus*, *L.* of *ἔμφατικός*, *Gr.* spoken with earnestness, significant, forcible.

EMPHATICAL Colours, [in *Philosophy*] are such as are often seen in Clouds; before the Rising or after the Setting of the Sun; or in the Rainbow.

E M

EMPHRAXIS, [*ἐμφραξις*, *Gr.*] an Obstruction in any Part. *L.*

EMPHYSEMA, [*ἐμφύσημα*, *Gr.*] an Inflammation, proceeding from an Effervescence or otherwise.

EMPHYTON THERMON, [*ἐμφύτον θερμόν*, *G.*] the innate Heat, or Heat first supposed to be produced in a Fœtus or Child in the Womb.

EMPIGHT, fixed, placed. *Spencer.*

EMPIRE, [*Imperium*, *L.*] the Dominions of an Emperour: Also Authority, Power. *F.*

EMPIRICAL, [*Empirique*, *F.*] belonging to a Quack.

EMPIRICE, [*ἐμπειρικὴ*, *Gr.*] Skill in Physick gotten by meer Practice.

EMPIRICISM, the Profession or Practice of a Quack or Empirick.

EMPIRICK, [*ἐμπειρικός* of *ἐμπειρία* to try, *Gr.*] a Physician by bare Practice, a Mountebank or Quack.

EMPLAISTER, to Paint, to set forth with Advantage. *Chaucer.*

EMPLASTRUM, [*ἐμπλαστρόν*, *Gr.*] a Plaister or Salve.

EMPLASTICKS, [*ἐμπλαστικές*, *Gr.*] Medicines which constrict and shut up the Pores of the Body, that Sulphureous Vapours cannot pass.

To **EMPLEAD**, [*Implaider*, *F.*] to plead at the Bar.

To **EMPLOY**, [*Employer*, *F.*] to set one at work, or about some Business; to make use of.

EMPNEUMATOSIS, [*ἐμπνευματώσις*, *Gr.*] an alternate Dilatation of the Chest, by which the External Air is continually breathed in, and communicated to the Blood.

To **EMPOISON**, [*Empoisonner*, *F.*] to Poison. *O.*

EMPORETICAL, } [*Emporeticus*, *L.*
EMPORETICK, } *ἐμποροτικός*, *Gr.*]

belonging to Markets, Fairs, or Merchandize.

EMPORIUM, [in *Anatomy*] the common Sensory of the Brain.

EMPORY, [*ἐμπορίον*, *Gr.*] a Market-Town, a Place where a general Market or Fair is kept. *L.*

EMPRESS, the Wife of an Emperour.

EMPRESS, to imprint. *Chaucer.*

EMPRIMED, [*Hunting Term*] when a Deer has left the Head.

To **EMPRISON**, [*Emprisonner*, *F.*] to cast into Prison.

EMPRIZE, Enterprize. *Spencer.*

EMPROSTHOTONOS, [*ἐμπεροσθότονος*, *Gr.*] a kind of Cramp, or drawing together of the Muscles of the Neck toward the Fore-parts.

EMP.

DICTIONARIUM BRITANNICUM:

Or a more COMPLETE

UNIVERSAL ETYMOLOGICAL

ENGLISH DICTIONARY

Than any EXTANT.

CONTAINING

Not only the Words, and their Explanation; but their Etymologies from the *Antient British, Teutonic, Low and High Dutch, Saxon, Danish, Norman and Modern French, Italian, Spanish, Latin, Greek, Hebrew, Chaldee, &c.* each in its proper Character.

ALSO

Explaining hard and unusual Words, or Terms of Art, in all the *ARTS, AGRI-CULTURES, and MYSTERIES* following. Together with *ACCENTS* directing to their proper Pronunciation, shewing both the *Orthography* and *Orthoepia* of the *English Tongue*.

FIN

AGRICULTURE, ALGEBRA, ANATOMY, ARCHITECTURE, ARITHMETICK, ASTROLOGY, ASTRONOMY, BOTANICKS, CATOPTICKS, CHYMISTRY, CHYROMANCY, CHIRURGERY, CONFECTIONARY, COOKERY, COSMOGRAPHY, DIALLING, DIOPTRICKS, ETHICKS, FISHING, FORTIFICATION, GARDENING, GAUGING, GEOGRAPHY, GEOMETRY, GRAMMAR, GUNNERY, HANDICRAFTS, HAWKING, HERALDRY, HORSEMANSHIP, HUSBANDRY, HY-

DRAULICKS, HYDROGRAPHY, HYDROSTATICKS, LAW, LOGICK, MARITIME and MILITARY AFFAIRS, MATHEMATICKS, MECHANICKS, MERCHANTIZE, METAPHYSICKS, METEOROLOGY, NAVIGATION, OPTICKS, OTACOUSTICKS, PAINTING, PERSPECTIVE, PHARMACY, PHILOSOPHY, PHYSICK, PHYSIOGNOMY, PYROTECHNY, RHETORICK, SCULPTURE, STATICKS, STATUARY, SURVEYING, THEOLOGY, and TRIGONOMETRY.

Illustrated with near Five Hundred CUTS, for Giving a clearer Idea of those Figures, not so well apprehended by verbal Description.

LIKEWISE

A Collection and Explanation of WORDS and PHRASES us'd in our ancient Charters, Statutes, Writs, Old Records and Processes at Law.

ALSO

The Theogony, Theology, and Mythology of the *Egyptians, Greeks, Romans, &c.* being an Account of their Deities, Solemnities, either Religious or Civil, their Divinations, Auguries, Oracles, Hieroglyphicks, and many other curious Matters, necessary to be understood, especially by the Readers of *English POETRY*.

To which is added,

A Collection of Proper Names of Persons and Places in *Great-Britain*, with their Etymologies and Explanations.

The Whole digested into an Alphabetical Order, not only for the Information of the Ignorant, but the Entertainment of the Curious; and also the Benefit of Artificers, Tradesmen, Young Students and Foreigners.

A WORK useful for such as would UNDERSTAND what they READ and HEAR, SPEAK what they MEAN, and WRITE true ENGLISH.

Collected by several Hands,

The *Mathematical Part* by G. GORDON, the *Editorial* by P. MILLE.

The Whole Revis'd and Improv'd, with many thousand Additions,

By N. D. ILLIOT, 1727.

L O N D O N:

Printed for T. COX at the Lamb under the Royal-Exchange.

MDCCLXXVII.

E M

EMERGATION, properly an issuing or coming out from under water.

EMERSON (in *Astronomy*) said of a star which has lain hid for some time under the sun-beams, when it begins to appear again; also the coming of the sun or moon out of an eclipse.

EMERSON (with *Philosophers*) the rising of any solid above the surface of a fluid specifically lighter than it self, into which it had been violently immersed, or thrust.

EMETIC ζ (*emetica*, L. *emeticus*, Gr.) that provokes

EMETIC ζ or causes to vomit.

EMETIC Tartar, cream of Tartar powdered, and mixt with recent *metallum*, according to art.

EMETICK (*Emetic* of *ius*, Gr. to vomit) vomiting medicines.

EMICA'TION, a shining forth, a springing or rising up, &c.

EMIGRANT (*emigrans*, L.) departing from a place.

To **EMIGRATE** (*emigratum*, L.) to go out or depart from a place.

EMIGRATION, a departing or going from one place, to live in another, &c.

EMINENCE (*eminencia*, L.) passing or standing

EMINENCE ζ above others; also excellency, high degree or quality; also a title usually given to cardinals.

An **EMINENCE**, a little hill or rising ground, an ascent above the champaign.

An **EMINENCE** (in *Fortification*) an height that overlooks and commands the place about it.

EMINENT (*eminens*, L.) high, overtopping, great, renowned.

EMINENTIAL Equation (in *Algebra*) a term used in investigation of the area's of curvilinear figures, so called because it is an artificial equation, which contains another equation eminently.

EMINENTIA (*Academical Term*) is used in the same sense with *eminencia*, in contradistinction to *prevalentia*, i. e. when a thing possesses any thing in a higher manner than a formal position.

EMINENTIA (*eminencia*, L.) excellency, above all.

EMINENTIA (*eminencia*, L.) eminency.

EMIS of $\pi\alpha\mu$, to lay or command) a title of dignity or quality among the *Saracens* and *Turks*.

EMISSION, a sending out, a calling out, a hurling or shooting forth, &c. of L.

To **EMIT** (*mittere*, L.) to send forth, to cast out.

EMMETICOCURA (*Emmeticocura* of *ius*, *mis* a month, and *emetic*, Gr. to lead) medicines which excite the courses in women.

EMMENALOGIA (of [*Emmenia* and *logos*, Gr.] a treatise of the *emmenia*).

EMMENIA (*Emmenia*, Gr.) women's monthly courses.

EMISSARY of a gland (*Anatomy*) is the common conduit, canal or *ductus*, in which all the little secretory canals of a gland do terminate.

EMISARY (*emissarius*, L. *emissarius*, Fr.) a scout, spy, &c.

EMISSARY, a trusty, able, dextrous person, sent underground to sound the sentiments and designs of another; to make some proposals to him, or to watch actions and motions, to spread reports, to favour a contrary party in order to make advantages of all.

EMISSION, the act of throwing or driving a thing out, or sending forth, particularly a fluid from within outwards.

EMISILE (*emisilis*, L.) that may be cast or sent out.

EMISSIOUS (*emissius*, L.) cast out.

EMMET (*emet*, *emet*, Gr.) an ant or pituita.

EMMET, an ant or pituita, by reason of its great pain, it takes to lay up its winter stores of provision in the summer time, makes it generally taken for the emblem of industry.

EMMETON (*emeton*, Gr.) a liquid medicine to be squinted into ulcers.

EMMULSION (in *Medicines*) mixed.

EMMULSION singling in measure and proportion, L.

EMOLLID (*emollidus*, L.) soft, tender.

EMOLLIENT (*emollient*, L.) alluaging, making soft, pliant, loose.

EMOLLIENTS (*emollientia* L.) softening medicines, i. e. such as by a moderate heat and moisture, dissolve or loosen those parts which before stuck together, &c.

EMOLLIMENT (*emolumentum*, L.) an alluaging or softening.

EMOLLITION, the time at emolument, L.

EMOLUMENT (*emolumentum*, L.) properly gain arising from the soil of a corn-mill, also profit given by labour and toil.

E M

EMOTION, a stirring or moving forth; also disturbance, disorder of the mind, L.

EMPALEMENT (with *Florists*) or flower-cup, is those green leaves, which cover the petals or the utmost pair of the flowers of a plant, which encompasses the situation of the stamen being designed to be a guard and band to the flower, where it is weak and tender; and for that reason those plants, which have flowers, with a firm and strong basis, as tulips, &c. have no *empalement*.

To **EMPALEMENT** (of *em* and *passer*, to set down the names of the jury-men, in a schedule of parchment or roll of paper by the sheriff, after he has summoned them to appear for the performance of the service required of them.

EMPALEMENT of (order, L. to speak) a petition or motion made in court for a pause or day of respite, to consider what is best to be done; or for the defendant to put in his answer to the plaintiff's declaration.

EMPALEMENT (*Empaement*, Gr.) medicines composed of sweet powders, to take away sweat and allay inflammation.

EMPALEMENT (in *Painting*) the laying on of colour thick and bold.

EMPALEMENT (in *Fortification*) the same as *Talus*. To **EMPALEMENT** (*Empaement*, L.) to hinder.

EMPEROR (*imperator*, L. *imperator*, Fr.) an absolute foreign prince, who bears the title of lord of provinces.

EMPEROR, the royal consort or consort of an emperor.

EMPEROR (*imperator*, Gr.) the lord of provinces or empire, L.

EMPEROR (*imperator*, Gr.) a force, power or energy, in expelling, action, gesture a strong or furious pronunciation of a word; earnestness, or an express signification of one's intention.

EMPHASIS (in *Rhetoric*) a figure, when a fact signification is given to words, or when more is signified than expressed.

EMPHASIS (*emphasis*, L. of *apostrophe*, Gr.)

EMPHATIC ζ significant, forcible, united with a grace.

EMPHATIC *Colors*, such colours as appear in the rainbow, &c. which, because they are not permanent, naturalists do not allow to be true colours.

EMPHATICNESS (of *apostrophe*, Gr.) emphatical quality.

EMPHATICNESS (of *apostrophe*, Gr.) medicines that by their clamminess stop the pores of the skin.

EMPHATICNESS (of *apostrophe*, Gr.) a winging or guiding pain in the guts, as that of the wind-colic, L.

EMPHATICNESS (*emphasis*, Gr.) an obliquation in any part.

EMPHYSEMA (*emphysema*, Gr.) a blowing into, or that which is brought in by blowing, a windy swelling or bloating of the whole habit, L.

EMPHYSEMA (with *Physicians*) a vehement heat in fevers, which causes pulsative and inflammation in the mouth, L.

EMPHYSEMA (with *Surgens*) a kind of swelling, wherein wind is contained, with a little skinny phlegm.

EMPHYSEMA (*emphysema*, Gr.) a planting, grafting or implanting, L.

EMPHYSEMA (*emphysema*, Gr.) a renting of land on condition to plant it, L. See *emphyteusis*.

EMPHYSEMA ζ a tenant that rents land on condition to plant it.

EMPHYSEMA ζ non to plant it.

EMPHYSEMA, the tenant that holds such lands, &c. before mentioned, so called because of his being under an obligation to plant and improve the land.

EMPHYSEMA (in the *Civil Law*) a contract made by content, but created by the *Roman Law*, and not the law of nations; by which houses or lands are given to be possessed for ever, upon condition that the lands shall be improved, and that a small yearly rent shall be paid to the proprietor.

EMPHYSEMA (of *emphysema*, Gr.) tax out to farm.

EMPHYSEMA (*emphysema*, Gr.) the color *cinereus* or ashy heat, which they suppose to be produced in a fetus in the womb from the force of the parents, which afterwards decays and fades by degrees, when a respiration is begun, and the fetus subsists of a self. This heat is by some naturalists held an *innate and natural spirit*, which they suppose to consist of a pure, viz. of a *primordial moisture*, an *innate spirit* and heat, L.

EMPHYSEMA (*emphysema*, L.) the dominion or jurisdiction of an emperor; also power or authority.

EMPHYSEMA (*emphysema*, L.) quacking or pretending to the cure of diseases by gifts, without consulting the nature of the disease, or of the medicines made use of.

Anna Green 1774.

NEW DICTIONARY
Exhib. OF ALL SUCH *Scott*
ENGLISH WORDS

(With their EXPLANATION)

As are generally made Use of, in Speaking
or Writing the *ENGLISH* LANGUAGE
with Accuracy and Politeness.

By **JAMES MANLOVE**, *Philomath.*



L O N D O N:

Printed, for J. WILCOX in the Strand. 1741

E M

EMBROIDERER, one who works such Figures.

EMBROIDERY, Works wrought by an Embroiderer.

To EMBROIL, to disturb, confound, or set together by the Ears.

EMBRYO, a Child in the Womb.

To EMBURSE, to restore, or refund Money owing.

EMENDATION, a Correcting, or Amendment.

EMERALD, a precious Stone of a Green Colour.

To EMERGE, to arise with Difficulty or Surprise.

EMERGENCY, a Business of Consequence, happening on a sudden.

EMERGENT, rising above Water; also accidental, appearing on a sudden.

EMERY, a sort of Stone used to burnish or polish Metals.

EMETICK, that provokes Vomir.

EMINENCE, } Excellency,

EMINENCY, } high Degree, or Quality: A Title given to Cardinals.

An EMINENCE, a little Hill, or rising Ground.

EMINENT, noted, famous, excellent, high, renowned.

EMINENTLY, excellently.

EMISSARY, a Person sent to observe the Motions of an Enemy, or to sound the Thoughts of another; a Spy, a Scour.

EMISSION, a Sending forth, a Casting out, a Shooting forth.

To EMIT, to send forth, or cast out.

EMILIET, an Air, or Piss-mix.

EMOLLIENT, making soft, glib, loose.

E N

ENJOYMENT, Advantage, Pleasure.

EMOTION, a Stirring, or Moving forth; a violent Motion of the Mind.

To EMPAIR, to injure, or weaken.

To EMPANNEL, to set down the Names of a Jury in a Roll called the Pannel.

EMPEROR, a Sovereign Prince, who bears Rule over several Countries.

EMPHASIS, a strong Pronunciation of a Word.

EMPHATICALLY, significantly.

EMPERICK, a Mountebank, or Quack.

To EMPLOY, to set one to work, to make Use of.

EMPRESS, the Wife of an Emperor.

To EMPRISON, to cast into Prison.

EMPTILY, without Solidity, weakly.

EMPTINESS, the being empty, or weak.

EMPTY, void, &c.

To EMPTY, to make void, &c.

To EMULATE, to vie with one, to strive to exceed, or go beyond another in any thing; to envy or disdain.

EMULATION, a striving to excel, or go beyond another in any thing; also envying, or disdain.

EMULSION, a physical Drink made of the cold Seeds, or Almonds.

To ENABLE, to make able, or capable.

To ENACT, to establish a Law, to ordain, or decree.

To ENAMEL, to vary with little Spots, to paint with mineral Colours.

ENA-

A C O M P L E A T
English Dictionary.

Containing the
TRUE MEANING
Of all WORDS in the
ENGLISH LANGUAGE:

A L S O

The PROPER NAMES of all the
KINGDOMS, TOWNS, and CITIES
in the WORLD:

Properly Explain'd and Alphabetically Dispos'd.

Design'd for the USE of
Gentlemen, Ladies, Foreigners, Artificers,
Tradesmen; and A L L who desire to Speak
or Write ENGLISH in its present Purity
and Perfection.

By B. N. DEFOE, Gent.

W E S T M I N S T E R:

Printed for JOHN BRINDLEY, at the *King's-Arm*, in *New-Bond-Street*; OLIVE PAYNE, at *Horace's-Head*, in *Round-Court*, in the *Strand*; JOHN JOLLIFFE, at the *Bible*, in *St. James's-Street*; ALEXANDER LYON, under *Tom's-Coffee-House* in *Rosfil-Street*, *Covent-Garden*; and CHARLES CORBETT, at *Addison's-Head*, without *Temple-Bar*. MDCCLXXV.

E M

EMBROIDERER, one who works such Figures.

EMBROIDERY, Works wrought by an Embroiderer.

To EMBROIL, to disturb, confound, or set together by the Ears.

EMBRYO, a Child in the Womb.

To EMBURSE, to restore, or refund Money owing.

EMENDATION, a Correcting, or Amendment.

EMERALD, a precious Stone of a Green Colour.

To EMERGE, to arise with Difficulty or Surprise.

EMERGENCY, a Business of Consequence, happening on a sudden.

EMERGENT, rising above Water; also accidental, appearing on a sudden.

EMERY, a sort of Stone used to burnish or polish Metals.

EMETICK, that provokes Vomit.

EMINENCE, Excellence, EMINENCY, high Degree, or Quality: A Title given to Cardinals.

An EMINENCE, a little Hill, or rising Ground.

EMINENT, noted, famous, excellent, high, renowned.

EMINENTLY, excellently.

EMISSARY, a Person sent to observe the Motions of an Enemy, or to sound the Thoughts of another; a Spy, a Scout.

EMISSION, a Sending forth, a Casting out, a Shooting forth.

To EMIT, to send forth, or cast out.

EMMET, an Ant, or Pismire.

EMOLLIENT, making soft, pliant, loose.

E N

EMOLUMENT, Advantage, Profit.

EMOTION, a Stirring, or Moving forth; a violent Motion of the Mind.

To EMPAIR, to injure, or weaken.

To EMPANNEL, to set down the Names of a Jury in a Roll called the Pannel.

EMPEROR, a Sovereign Prince, who bears Rule over several Countries.

EMPHASIS, a strong Pronunciation of a Word.

EMPHATICALLY, significantly.

EMPERICK, a Mountebank, or Quack.

To EMPLOY, to set one to work, to make Use of.

EMPRESS, the Wife of an Emperor.

To EMPRISON, to cast into Prison.

EMPTILY, without Solidity, weakly.

EMPTINESS, the being empty, or weak.

EMPTY, void, &c.

To EMPTY, to make void, &c.

To EMULATE, to vie with one, to strive to exceed, or go beyond another in any thing; to envy or disdain.

EMULATION, a striving to excel, or go beyond another in any thing; also envying, or disdain.

EMULSION, a physical Drink made of the cold Seeds or Almonds.

To ENABLE, to make able, or capable.

To ENACT, to establish a Law, to ordain, or decree.

To ENAMEL, to vary with little Spots, to paint with several Colours.

No. 1, Butler
1822

NEW GENERAL English Dictionary;

Peculiarly calculated for the
USE and IMPROVEMENT
Of such as are unacquainted with the
LEARNED LANGUAGES.

Wherein the Difficult Words, and Technical Terms made use of in

ANATOMY,	DIVINITY,	HUNTING,	MUSICK,
ARCHITECTURE,	GARDENING,	HUSBANDRY,	NAVIGATION,
ARITHMETICK,	GRAMMAR,	LAW,	PAINTING,
ALGEBRA,	HAWKING,	LOGICK,	POETRY,
ASTRONOMY,	HERALDRY,	MATHEMATICKS,	RHETORICK,
BOTANY,	HISTORY,	MECHANICKS,	SCULPTURE,
CHEMISTRY,	HORSEMANSHIP,	MILIT. AFFAIRS,	SURGERY, &c.

Are not only fully explain'd, but accented on their proper Syllables, to prevent a vicious Pronunciation; and mark'd with Initial LETTERS, to denote the Part of Speech to which each Word peculiarly belongs.

To which is prefixed,

A Compendious ENGLISH GRAMMAR, with general RULES for the ready Formation of one Part of Speech from another; by the due Application whereof, such as understand *English* only, may be able to write as correctly and elegantly, as those who have been some Years conversant in the *Latin, Greek, &c.* Languages.

TOGETHER WITH

A SUPPLEMENT,

Of the Proper NAMES of the most noted
KINGDOMS, PROVINCES, CITIES, TOWNS, RIVERS, &c.
throughout the known WORLD.

AS ALSO

Of the most celebrated Emperors, Kings, Queens, Priests, Poets, Philosophers, Generals, &c. whether *Jewish, Pagan, Mahometan, or Christian*; but more especially such as are mentioned either in the *Old or New Testament*.

The Whole Alphabetically digested, and accented in the same Manner, and for the same Purpose, as the preceding Part; being collected for the Use of such, as have but an imperfect Idea of the *English* Orthography.

Originally begun by the late

Reverend Mr. THOMAS DYCHE,

School-Master at Stratford-la-Bow, Author of the *Guide to the English Tongue*, the *Spelling-Dictionary*, &c.

And now finish'd by

WILLIAM PARDON, Gent.

The EIGHTH EDITION, with the ADDITION of the several MARKET TOWNS in *England and Wales*; giving a general Description of the Places, their Situations, Market Days, Government, Manufactures, Number of Representatives sent to Parliament, Distance from *London*, both in computed and measured Miles, &c.

L O N D O N:

Printed for RICHARD WARE, at the Bible and Sun on Ludgate-Hill. MDCCLIV.
[Price Six Shillings.]

EMP

icles that excite pleasure or pain in the olfactory nerves of the patient.

EMIT (V.) to cast or send forth rays or beams, &c. as the sun *emits* rays of light, and a rose steams of an agreeable flavour.

EMMET (S.) an ant or pismire.

EMOLLIENT (A.) any thing that softens or makes a thing or person pliant, soft, loose, or easy, whether it be a medicine, argument, or present.

EMOLUMENT (S.) benefit, advantage, profit, &c.

EMOTION (S.) a violent struggle in the mind, a stirring or endeavouring to go forth.

EMPALEMENT or **IMPALEMENT** (S.) an exquisite cruel torment used by the old Romans, the modern Turks, and others, which consists in forcing or driving a stick or pale up the fundament through the body of the party punished.

EMPAANNEL (V.) to write down the names of such persons as are called upon the jury, in a roll or list, which is called a pannel.

EMPARLANCE (S.) a motion, desire, request, or petition in a court of record, for a day of respite, or putting the cause off to another time for trial.

EMPA'SMA (S.) in *Physick*, is the sprinkling or strewing of a perfumed dust or powder upon or over the body, to correct the ill scent thereof, and to prevent its too violently sweating.

EMPA'STING (S.) a term in *Painting*, signifying the laying on of the colours very thick or strongly, without breaking off the edges, and mixing them into another.

EMPEROR (S.) was the common name of the Roman generals, but more particularly the name of that general who, upon winning some extraordinary battle, was first saluted by the soldiers by that name, which was afterwards conferred upon him by the senate; but in process of time it became the title of him who was an absolute monarch, and as such, is still used by the Persians and other eastern nations; in Europe, it is commonly meant of the chief or principal magistrate of Germany, and is commonly supposed to give him the precedence of all other sovereigns, and that they have the right of conferring the regal dignity, and advancing dukedoms, &c. into kingdoms, as was done by Leopold by Prussia, &c. but *Anciently*, both the kings of France and England were called *emperors*.

EMPHASIS (S.) an earnest and strong pressing what one desires to be done, by speaking or pronouncing some particular words or sentences with a peculiar tone of the voice, to make it to be taken the more notice of.

EMPHATICAL or **EMPHATICK** (A.) that is spoke or wrote in an extraordinary manner; full of energy, power, or significancy.

EMPHYSEMA (S.) a windy swelling, or bloating of the whole outer habit of the

EMU

body, like as if it was blown or puffed up with a pair of bellows, &c.

EMPIRE (S.) any large extent of country under the jurisdiction of one person: History mentions four famous empires, viz. the Assyrian, Persian, Grecian and Roman, which last, some pretend, does still exist in the empire of Germany, but with the same reason that the other three may be said to exist; vulgarly speaking, the word generally in Europe means Germany, which in the year 800 was, on Christmas-day, advanced to this dignity by pope Leo III. who then put the crown upon the head of Charlemagne, by the name of emperor.

EMPIRICAL (A.) like to, after the manner of, or belonging to a quack.

EMPIRICK (S.) one who pretends to skill in physick by mere practice, without a regular education and study fit for the purpose; a mountebank or quack.

EMPLASTER (S.) the common name to any medicine that is made up of proper ingredients, fit to be applied to wounds, sores, ulcers, &c. and spread upon leather, paper, &c. and commonly of a clammy or sticky nature, by which means it may easily fasten upon the skin, keep off the external air, and infuse the virtues of the composition into the part aggrieved.

EMPLEAD (V.) to argue or plead at the bar, as lawyers do.

EMPLOY (V.) to set a person about doing something; also to make use of a thing.

EMPLOY or **EMPLOYMENT** (S.) the trade, business, or occupation that a person ordinarily spends his time in, either for pleasure, or profit.

EMPORIUM (S.) a great city or market-town, and by way of eminence spoken of the chief city of a kingdom, as London is called the great *Emporium* of England.

EMPRESS or **EMPERESS** (S.) the wife of an emperor, or a woman that governs an empire.

EMPTY (A.) hollow, void, unfilled; also vain-glorious, foolish, weak, silly, unskillful.

EMPTY (V.) to draw or take one thing out of another; to leave nothing in a vessel, house, purse, &c.

EMPYREAL (A.) belonging or appertaining to the highest heaven, or imaginary residence of blessed souls.

EMPYREUM (S.) the highest heaven, or place where the blessed enjoy the beatific vision; which some of the fathers imagined to be created, before the heaven or firmament, visible to us, was created, and that God resides there locally.

EMULATE (V.) to endeavour, or strive to excel, by an earnest desire of becoming superior to the perfections of another.

EMULATION (S.) a noble and praise-worthy striving to do something better than others.

EMU-

Lingua Britannica Reformata:

Or, A NEW ENGLISH DICTIONARY,

Under the Following TITLES,

VIZ.

- | | |
|---|---|
| <p>I. UNIVERSAL; Containing a Definition and Explication of all the Words now used in the English Tongue, in every <i>Art, Science, Faculty, or Trade</i>.</p> <p>II. ETYMOLOGICAL; Exhibiting and Explaining the true Etymon or Original of Words from their respective Mother-Tongues, the <i>Latin, Greek, Hebrew, and Saxon</i>; and their Idioms, the <i>French, Italian, Spanish, German, Dutch, &c.</i></p> <p>III. ORTHOGRAPHICAL; Teaching the True and Rational Method of Writing Words, according to the Usage of the most Approved Modern Authors.</p> <p>IV. ORTHOEPICAL; Directing the True Pronunciation of Words by Single and Double Accents; and by Indicating the Number of Syllables in Words where they are doubtful, by a Numerical Figure.</p> <p>V. DIACRITICAL; Enumerating the Various Significations of Words in a Proper</p> | <p>Order, <i>viz.</i> <i>Etymological, Common, Figurative, Poetical, Illustrious, Technical, &c.</i> in a Manner not before attempted.</p> <p>VI. PHILOLOGICAL; Explaining all the Words and Terms, according to the Modern Improvements in the Various Philological Sciences, <i>viz.</i> <i>Grammar, Rhetoric, Logic, Metaphysics, Mythology, Theology, Ethics, &c.</i></p> <p>VII. MATHEMATICAL; Not only Explaining all Words in <i>Arithmetic, Algebra, Logarithm, Fluxion, Geometry, Conics, Dialling, Navigation, &c.</i> according to the Modern <i>Newtonian</i> <i>Mathesis</i>; but the Terms of Art are illustrated by Proper Examples, and Copper-Plate Figures.</p> <p>VIII. PHILOSOPHICAL; Explaining all Words and Terms in <i>Astronomy, Cosmology, Optics, Hydrostatics, Acoustics, Meteorics, Perspectiva, &c.</i> according to the latest Discoveries and Improvements in this Part of Literature.</p> |
|---|---|

To which is prefix'd,

An INTRODUCTION, CONTAINING A Physico-Grammatical ESSAY

On the Propriety and Rationale of the ENGLISH TONGUE, deduced from a General IDEA of the Nature and Necessity of SPEECH for HUMAN SOCIETY; a Particular View of the Genius and Usage of the Original MOTHER TONGUES, the HEBREW, GREEK, LATIN, and TEUTONIC; with their respective IDIOMS, the ITALIAN, FRENCH, SPANISH, SAXON, and GERMAN, so far as they have Relation to the English Tongue, and have contributed to its Composition.

By BENJ. MARTIN.

L O N D O N :

Printed for J. HODGES, at the Looking-glass, facing St. Magnus's Church, London-Bridge; S. AUSTEN, in Newgate-street; J. NEWBURY, in St. Paul's Church-Yard; J. WARD, in Little-Britain; R. RAIKES, at Gloucester; J. LEAKE, and W. FREDERICK, at Bath; and B. COLLINS, at Salisbury.
M DCC XLIX. [Price Six Shillings.]



Godw. Camp: 425

Digitized by Google

E M I

ment used by surgeons to break the bones of a dead child, that it may be the more easily taken out of the womb.

† To **EMBURSE**. See *To Reimburse*.

† **EMENDALS**, an old word, but still used in the accounts of the Inner-Temple, where so much in emendals, at the foot of an account, signifies so much in bank in the stock of the house.

EMENDATION (of *emendatio*, L. of *emendo* to amend, or correct) amendment, correction, or reformation.

EMERALD (of *emeraude*, F.) a sort of precious stone of a green colour.

To **EMERGE** (of *emerge*, L. of *e* out of, and *mergo*, to rise up) 1 to swim, issue, or come out.

2 to pop up, to appear, or shew itself.

3 to escape, or recover.

4 to come to, or arrive at.

EMERGENCY, casual event, incident, occasion.

EMERGENT, 1 sudden, unexpected.

2 weighty, or of moment.

EMERIL, or **EMERY** (of *emeri*, F.) 1 a sort of stone used in polishing.

2 a stone that glassers cut their glass with.

EMERIODS, or **EMERODS**, the hemorrhoids, or piles.

EMERSION (in Astronomy) is the time when any planet that is eclipsed, begins to emerge, or get out of the shadow of the eclipsing body.

EMERSION (in Philosophy) when any body lighter in specie than water, being thrust down into it, it rises again, 'tis said to emerge out of the water.

EMETICAL, or **EMETIC** (of *εμετικόν*, G. of *εμεω* to vomit) that provokes vomiting.

EMETICS, medicines that provoke vomiting.

EMIGRATION (of *emigratio*, L. of *e* from, and *migro* to shift his habitation) a removing, or shifting of one's habitation from one place to another.

EMINENCE, or **EMINENCY** (of *eminentia*, of *emineo* to appear above others)

1 a high place, or rising ground.

2 dignity, or of great quality.

3 a title peculiar to cardinals.

EMINENCE (in Fortification) is a height that overlooks and commands the place under it.

EMINENT, 1 high, lofty, exalted.

2 great, illustrious, famous, distinguished.

3 singular, remarkable.

EMINENTIAL equation (in Algebra) is an artificial equation, containing another equation eminently, and is used in the investigation of the areas of curv'd spaces.

EMISSARY (of *emissaire*, F. of *emissarius*, L. of *emitto* to send forth) one sent abroad to give intelligence.

E M P

EMPTION, a sending, or casting forth.

To **EMIT** (of *emitto*, L. of *e* out of, and *mitto* to send) to send forth.

EMMENAGOGICS, or **EMMENAGOGUES** + (of *εμμεναγωγικά*, G. of *iv* in, and *μην* a month, and *αγω* to force) medicines that force or excite the monthly courses of women.

EMMET, an ant or pismire.

EMOLLIENT (of *emolliens*, L. of *emollio* to soften) lenitive, softning, or mollifying.

EMOLLIENTS, such medicines as sheath and soften the asperities of humours, and relax the solids.

EMOLUMENT (of *emolumentum*, L. of *emolo* to grind thoroughly) 1 profit gotten properly by grist; hence, by any labour and cost.

2 benefit, or advantage.

EMOTION, F. 1 stirring, or motion.

2 sedition, rising, or insurrection.

3 trouble, or perturbation.

† To **EMPAIR**. See *To Impair*.

EMPALEMENT (in Botany) is the outward part of the flower of a plant encompassing the foliation, or attire.

To **EMPAANNEL**. See *To Impannel*.

† **EMPAULENCE**. See *Imparience*.

EMPAITEMENT (in Fortification) the same as *Talus*; which see.

To **EMPEACH**. See *To Impeach*.

EMPEROUR, or **EMPEROR** (of *empereur*, F. of *imperator*, L. of *impero* to command with authority) the sovereign of an empire.

EMPHASIS, G. (of *εμφασις* to make one know) energy, force, or strength of expression.

EMPHASIS (in Grammar) is an accent set upon a word in the speaking of it.

EMPHATICAL, or **EMPHATIC**, strong, significant, or with energy.

EMPHATICAL colours (in Philosophy) such as are seen in the rainbow, or in the clouds before sun-rising, or after sun-setting.

EMPIRE, 1 the dominions of an emperor.

2 power, or authority.

EMPIRIC (of *εμπειρικος* of *iv* into, and *πειρω* to try by experiment) a mountebank, quack, or physician by practice only.

EMPIRICAL, of, or belonging to an empiric.

EMPIRICISM, the profession, or practice of an empirick.

EMPLASTER (of *εμπλαστρον*, G. of *εμ-πλαστω* to bring into form) a plaister, or salve.

To **EMPLEAD**. See *To Implead*.

To **EMPLOY**. See *To Employ*.

† To **EMPOISON**. See *To Poison*.

EMPORIUM, or **EMPORY** (of *εμποριον*, G. of *εμπορος* traffic, or merchandise)

1 a market town.

2 the place where a fair or market is kept.

To **EMPOVERISH**. See *To Impoverish*.

EM-

544608
A
Pocket Dictionary;

OR COMPLETE

ENGLISH EXPOSITOR:

SHEWING READILY

The Part of Speech to which each Word belongs; its true Meaning, when not self-evident; its various Senses, if more than one, placed in proper Order; and the Language, from whence it is derived, pointed out immediately after the Explication.

A L S O

The Technical Terms are clearly explain'd; every Word is so accented, that there can be no Uncertainty as to the Pronunciation;

A N D T H E

Names of the Cities and principal Towns, their Distance from LONDON, their Market Days, and Fairs, according to the New STYLES, are alphabetically interspers'd; with other useful Articles.

To render this Book complete, many modern Words are introduced, which are not to be found in other Dictionaries; and to make it more concise and portable, such Words are omitted, as being neither properly English, nor ever used by good Authors, would only serve to mislead and embarrass the Learner.

A Work entirely new, and designed for the YOUTH of both Sexes, the LADIES and PERSONS in Business.

To which is prefix'd

An INTRODUCTION,

Containing an History of the ENGLISH Language, with a compendious Grammar:

And a Recommendation of the Manuscript Copy, In a LETTER from Dr. BEVIS to the Publisher.

Μέγα Βιβλίον, μέγα Κακόν.

The SECOND EDITION, greatly improved.

L O N D O N:

Printed for J. NEWBERRY, at the Bible and Sun, in St. Paul's Church-Yard.

MDCCLVIII.

E M

EMBROI'L, (V.) 1. To disturb, 2. To set at variance, to confuse. *F.*
E'MBRYO, (S.) 1. A child in the womb, before it has perfect shape, 2. Any thing unfinished. *G.*
EMENDA'TION, (S.) A correction, or amendment. *L.*
E'MERALD, (S.) A transparent precious stone of a green colour. *F.*
EME'RGE, (V.) 1. To arise from under the water, or from any thing which covers, 2. To issue, to proceed, 3. To rise from a state of depression or obscurity. *L.*
EME'RGENCY, (S.) 1. A rising from under any thing by which it is covered, 2. A rising into view, 3. An unexpected casualty, or pressing necessity.
EME'RGENT, (A.) Sudden, unexpectedly casual, coming into view.
EME'RSION, (S.) 1. A rising from under the water, 2. In Astronomy, when the sun, moon, or star begins to appear after an eclipse.
E'MERY, (S.) A metalline stone used in polishing. *F.*
EME'TICKS, (S.) Medicines that provoke vomiting. *G.*
EMIGRA'TION, (S.) A removing from one place to live in another. *L.*
E'MINENCE, or E'minency, (S.) 1. A high place that overlooks another, 2. Distinction, dignity, 3. A title peculiar to cardinals. *L.*
E'MINENT, (A.) Famous, high, lofty, dignified, conspicuous. *L.*
E'MIR, (S.) A title given by the Turks to the descendants of Mahomet; a prince.
E'MISSARY, (S.) 1. One sent abroad to give intelligence, 2. A spy. *L.*
EM'PSSION, (S.) A casting or shooting forth, a sending out. *L.*
EMI'T, (V.) To cast or shoot forth, to let fly. *L.*
EMME'NAGOGUES, (S.) Medicines that promote the menses. *G.*
E'MMET, (S.) An ant or pismire. *S.*
EMO'LLIENT, (A.) Softening or mollifying. *L.*
EMO'LUMENT, (S.) Benefit, advantage. *L.*
EMO'TION, (S.) A being moved, vehemence of passion. *F.*
EMPA'LE, (V.) 1. To fence with pales, 2. To fortify, 3. To inclose, to shut in, 4. To put to death by spitting on a stake fixed upright. *F.*

E N

EMPA'NNEL, (V.) To summon to serve on a jury.
EMPA'RLANCE, (S.) A petition in court for another day to put in an answer. *F.*
E'MPEROR, (S.) The sovereign of an empire. *F.*
E'MPHASIS, (S.) A stress laid upon a word in speaking. *G.*
EMPHA'TICAL, (A.) Strong, significant.
E'MPIRE, (S.) 1. The dominions of an emperor, 2. Authority, power. *L.*
E'MPIRICK, (S.) A quack, a physician by practice only. *G.*
EMPLEA'D, (V.) To plead at the bar, to indict.
EMPLOY', or Employ'ment, (S.) Work, business, office, post of business. *F.*
EMPO'RRIUM, (S.) A great city or market town, a place of merchandise. *G.*
E'MPRESS, (S.) An emperor's wife.
E'MPTY, (A.) 1. Hollow, void, 2. Foolish, ignorant, 3. Without solidity.
EMPYE'MA, (S.) A collection of purulent matter in the cavity of the breast. *G.*
EMPY'REAL, or Empyrean, (A.) Belonging to the regions of the blessed. *G.*
EMPYRE'UM, (S.) The highest heaven, or the regions of the blessed. *G.*
EMPYREU'MA, (S.) The burning to of any matter in distillation. *G.*
EMULATE, (V.) To desire and endeavour to excel; to rival. *L.*
EMULA'TION, (S.) A desire to excel.
E'MULOUS, (A.) Desiring or striving to excel, rivalling, contentious.
EMU'LSION, (S.) Seeds or kernels bruised and steeped in water, and then strained to the consistence of almond milk. *L.*
EMU'NCTORY, (S.) A separator of the humours. The kidneys, urinary bladder, and miliar glands of the skin are emunctories. *L.*
ENA'BLE, (V.) To make able, to confer power.
ENA'CT, (V.) To establish an act or law.
ENA'MEL, (V.) To paint with mineral colours, to variegate with colours.
ENA'MEL, (S.) A metalline composition for inlaying gold, silver, and copper.
ENA'MOURED, (A.) In love with. *F.*
ENARRA'TION, (S.) A narration or recital; an explanation. *L.*
ENCA'MP, (V.) To pitch tents, to form a camp.

THE COMPLETE
Dictionary
English Dictionary,

EXPLAINING MOST OF THOSE

Hard Words,

WHICH ARE FOUND

IN THE BEST *ENGLISH* WRITERS.

By a Lover of GOOD ENGLISH and COMMON SENSE.

N. B. The AUTHOR assures you, he thinks this is the
best ENGLISH DICTIONARY in the World.

THE THIRD EDITION.

L O N D O N: Printed by R. HAWES,

APPENDIX A: “EMOLUMENT” IN ENGLISH LANGUAGE DICTIONARIES, 1604-1806

E N

EMBLEMA'TIC, belonging to an emblem.
 To EMBO'SS, to raise in bosses or bunches, to engrave with rising work.
 To EMBO'WEL, to take the bowels out.
 To EMBRO'IL, to disturb, to confuse.
 An E'MBRYO, a child in the womb.
 EMENDA'TION, amendment.
 To EMER'GE, to rise, appear, escape.
 An EMER'GENCY, a casual event, incident, occasion.
 EMER'GENT, sudden, weighty.
 E'MERODS, the piles.
 EME'TIC, that works by vomiting.
 EMIGRA'TION, removing out of a place.
 E'MINENCE, a high place ; dignity.
 E'MINENT, high, great, famous, remarkable.
 An E'MISSARY, a spy, one sent to gain intelligence.
 To EMI'T, to send forth.
 EMO'LLIENT, softning.
 EMO'LUMENT, profit, advantage.
 EMO'TION, stirring, motion, vehement trouble of mind.
 E'MPHASIS, force or strength of expression ; a strong accent laid on a word.
 EMPHA'TICAL, strong, significant.
 An EMPI'RIC, a quack, a mountebank.
 An EMPO'RIMUM, a city of trade ; a place where a fair or market is kept.
 EMPY'REAL, fiery ; heavenly.
 The EMPYRE'AN, the highest heaven.
 To E'MULATE, to vie with, to envy ; to imitate.
 EMULA'TION, vying with, envy.
 E'MULOUS, desirous to excel : rivalling.
 To ENA'CT, to make a law.
 To ENA'MEL, to stain or paint with mineral colours : to inlay.
 An ENARRA'TION, a recital, an explanation.
 An ENCO'MIUM, a commendation.
 The ENCYCLOPŒDIA, the whole circle of arts and sciences.

ENDE'MIC.

A
DICTIONARY
OF THE
ENGLISH LANGUAGE:

IN WHICH

The WORDS are deduced from their ORIGINALS,
Explained in their DIFFERENT MEANINGS,

AND

Authorized by the NAMES of the WRITERS
in whose Works they are found.

Abstracted from the FOLIO EDITION,

By the AUTHOR

SAMUEL JOHNSON, A.M.

To which is prefixed,

A GRAMMAR of the ENGLISH LANGUAGE.

IN TWO VOLUMES.

VOL. I.

The SEVENTH EDITION, corrected by the AUTHOR.

L O N D O N,

Printed for W. STRAHAN, J. F. and C. RIVINGTON, L. DAVIS, W. OWEN,
T. LOWNDES, T. CASLON, S. CROWDER, T. LONGMAN, B. LAW,
J. DODSLEY, C. DILLY, G. ROBINSON, T. CADELL, J. ROBSON,
W. GOLDSMITH, T. EVANS, J. BSW, J. MURRAY, R. BALDWIN,
S. HAYES, and J. BOWEN.

MDCCLXXXIII.

(1783)

EM P

EMME'NAGOGUES. *f.* [ἐμμηνα and ἀγωγ.]
Medicines that promote the courses.

E'MMET. *f.* [æmette, Saxon.] An ant;
a pismire.

To EMME'W. *v. a.* [from μενω.] To mew
or coop up.

To EMMOVE. *v. a.* [emouvoir, French.]
To excite; to rouse.

EMO'LLIENT. *a.* [emolliens, Lat.] Soften-
ing; suppling.

EMO'LLIENTS. *f.* "Such things as sheath
and soften the asperities of the humours,
and relax and supple the solids.

EMOLLITION. *f.* [emollitio, Latin.] The
act of softening.

EMO'LUMENT. *f.* [emolumentum, Latin.]
Profit; advantage.

EMO'NGST. *prep.* [so written by Spenser.]
Among.

EMOTION. *f.* [emotion, Fr.] Disturbance
of mind; vehemence of passion.

To EMPA'LE. *v. a.* [empaler, French.]
1. To fence with a pale.

2. To fortify.

3. To inclose; to shut in.

4. To put to death by spitting on a stake
fixed upright.

EMPA'NNEL. *f.* [from panne, French.] The
writing or entering by the sheriff the names
of a jury into a schedule, which he has sum-
moned to appear.

To EMPA'NNEL. *v. a.* [from the noun.]
To summon to serve on a jury.

EMPA'RLANCE. *f.* [from parler, Fr.] It
signifieth a desire or petition in court of a
day to pause what is best to do.

EMPA'SM. *f.* [ἐμπασσω.] A powder to cor-
rect the bad scent of the body.

To EMPA'SSION. *v. a.* [from passion.] To
move with passion; to affect strongly.

To EMPE'OPLE. *v. a.* [from people.] To
form into a people or community.

EMPERESS. *f.* [from emperour.]
1. A woman invested with imperial power.

2. The queen of an emperour.

EMPEROUR. *f.* [empereur, French.] A mo-
narch of title and dignity superiour to a
king.

EMPERY. *f.* [empire, French.] Empire;
sovereign command.

EMPHASIS. *f.* [ἐμφασις.] A remarkable
stress laid upon a word or sentence.

EMPHA'TICAL. } *a.* [ἐμφαίνω.]
EMPHA'TICK. }

1. forcible; strong; striking.

2. Striking the sight.

3. Appearing; seeming; not real.

EM P

EMPHA'TICALLY. *ad.* [from emphatical.]

1. Strongly; forcibly; in a striking man-
ner.

2. According to appearance.

EMPHYSE'MATIGUS. *a.* [from ἐμφυσμα.]
Boated; puffed; swollen.

To EMPIE'RCE. *v. a.* [from pierce.] To
pierce into; to enter into by violent ap-
pulse.

EMPU'GHT. *part.* Set; pitched; put in a
posture.

EM'PIRE. *f.* [empire, French.]
1. Imperial power; supreme dominion.

2. The region over which dominion is ex-
tended.

3. Command over any thing.

EM'PIRICK. *f.* [ἐμπειρικὸς.] A trier or ex-
perimenter; such persons as have no true
knowledge of physical practice, but venture
upon observation only.

EMPI'RICAL. } *a.* [from the noun.]
EMPI'RICK. }

1. Versed in experiments.

2. Known only by experience; practiced
only by rote.

EMPI'RICALLY. *ad.* [from empirical.]
1. Experimentally; according to experience.

2. Without rational grounds; charlatani-
cally.

EMPI'RICISM. *f.* [from empirick.] Depend-
ence on experience without knowledge or
art; quackery.

EMPLA'STER. *f.* [ἐμπλαστρον.] An ap-
plication to a sore of an oleaginous or
viscous substance, spread upon cloth.

To EMPLA'STER. *v. a.* To cover with a
plaster.

EMPLA'STICK. *a.* [ἐμπλαστικὸς.] Viscous;
glutinous.

To EMPLA'STICK. *v. a.* To indict; to prefer a
charge against.

To EMPLOY. *v. a.* [employer, French.]
1. To busy; to keep at work; to exercise.

2. To use as an instrument.

3. To use as means.

4. To use as materials.

5. To commission; to intrust with the ma-
nagement of any affairs.

6. To fill up with business.

7. To pass or spend in business.

EMPLOY. *f.* [from the verb.]
1. Business; object of industry.

2. Publick office.

EMPLOYABLE. *a.* [from employ.] Capable
to be used; proper for use.

EMPLOYER. *f.* [from employer.]
1. One that uses or causes to be used.

2. One who sets others to work.

EMPLOY-

A NEW
UNIVERSAL ETYMOLOGICAL
ENGLISH DICTIONARY:

Containing not only

EXPLANATIONS of the WORDS

IN THE

ENGLISH LANGUAGE;

And the Different SENSES in which they are used;

WITH

AUTHORITIES from the BEST WRITERS, to support those which appear Doubtful;

BUT ALSO THEIR

ETYMOLOGIES

FROM THE

ANCIENT and MODERN LANGUAGES:

AND

ACCENTS directing to their Proper PRONUNCIATION;

Shewing both the

ORTHOGRAPHY and ORTHOPIA of the *ENGLISH* TONGUE.

ALSO,

Full and Accurate EXPLANATIONS of the Various TERMS made use of in the several
ARTS, SCIENCES, MANUFACTURES, and TRADES.

Illustrated with COPPER-PLATES

Originally compiled by *N. BAILEY*.

Assisted in the Mathematical Part by *G. GORDON*; in the Botanical by *P. MITTER*; and in the
Etymological, &c. by *T. LEDLAND*, Gent. Professor of the Modern Languages in *Lower Germany*.

And now Re-published with many CORRECTIONS, ADDITIONS, and LITERATE IMPROVEMENTS,
by Different HANDS.

The Etymology of all TERMS mentioned as derived from the *Greek, Hebrew, Arabic*, and other *Spoken Languages*,
being Revised and Corrected

By *JOSEPH NICOL SCOTT, M. D.*

L O N D O N:

Printed for T. OSBORNE and J. SHIPTON; J. HODGES; R. BALDWIN;
W. JOHNSTON, and J. WARD.

MDCCLV.

EMO'LLIENT, Fr. *adj.* [of *emolliens*, Lat.] assuaging, making soft, pliant or loose, sheathing the asperities of humours. Barley is *emollient*, moistening, and expectorating. *Arbutnot.*

EMO'LLIENTS, *subst.* [*emollientia*, Lat. softening medicines, *i. e.* such as by a moderate heat and moisture, dissolve or loosen those parts which before were upon the stretch. *Emollients* ought to be taken in open air. *Arbutnot.*

EMO'LLIMENT [*emolumentum*, Lat.] the act of assuaging or softening.

EMOLLI'TION [*emollitio*, Lat.] the act of softening. Bathing and anointing give a relaxation or *emollition*. *Bacon.*

EMO'LUMENT [*emolument*, Fr. *emolumento*, It. and Sp. of *emolumentum*, Lat.] profit. Dispatched business to public *emolument*. *Tutler.*

EMO'NGST, *prep.* [It is so written by Spenser] among. Made *emon*, *st* themselves a sweet consort. *Spenser.*

E'MONY. See ANEMONY.

EMO'TION, Fr. [*emozion*, It. *emociòn*, Sp. of *emotio*, Lat.] disturbance, disorder of the mind, vehemence of passion, either pleasing or painful. The natural *emotion* of the same passion.

TO EMPA'LE, *verb act.* [*empaler*, Fr.] 1. To fence with a pale. *Empal'd* himself to keep them out, not in. *Donne.* 2. To fortify. The English *empaled* themselves with their pikes. *Hayward.* 3. To enclose, to shut in. I now *empale* her in my arms. *Cleveland.* 4. To put to death by spitting on a stake fixed upright. They talk of *empaling* or breaking on the wheel. *Arbutnot.*

EMPA'LEMENT, or *Flower-cup* [with florists] those green leaves,

O R, A

New English Dictionary.

CONTAINING

- | | |
|---|---|
| I. An Explanation of all English Words used by the best Writers; the various Senses of each Word being distinctly pointed out by Figures 1, 2, 3, &c. | II. The Language from which each Word is derived. |
| | III. The part of Speech to which it belongs. |
| | IV. A Supplement of upwards of 4000 proper Names. |

IN WHICH

Every Word has not only the common Accent to denote the Emphasis of the Voice, but, in order to a just Pronunciation, every Syllable is marked with a long or short Accent to determine its Quantity; and the quiescent Letters, various sounds of Vowels, &c. are so distinguished, that any Person, Native or Foreigner, who can but read, may speedily acquire an accurate Pronunciation of the English Language.

To the whole is added

A Dissertation on the Species of Sounds, *Les Fontaines* with practical Observations on the various Powers and *Les Fontaines* Formations of the Letters.

A Work intirely new, and designed for the Use of Schools, and of Foreigners, as well as Natives who would speak, read, and write English with Propriety and Accuracy.

By JAMES BUCHANAN.

L O N D O N :

Printed for A. MILLAR, in the Strand.

MDCCLVII.

E M

Embassadress, (S.) The wife of an ambassador.

Embassy, (S.) The power, errand, or business of an ambassador.

Embattled, (A.) Put in order of battle.

Embellish, (V.) To adorn, beautify, or set off. *F.*

Embers, (S.) Small burning coals or cinders.

Ember Weeks, (S.) Four seasons in the year, viz. the first week in Lent, the next after Whitsuntide, the 14th of September, and the 13th of December, which are set apart for fasting and prayer.

Embezzele, (V.) 1. To waste, spoil, or destroy. 2. To steal privately.

Emblem, (S.) A symbol or device, to represent some history or moral sentiment. *G.*

Emblematic, or *Emblematical*, (A.) Belonging to an emblem.

Emblematically, (P.) By way of emblem.

Embolden, (V.) To make bold.

Embroiders, (V.) 1. To beautify with embroidery raised above the cloth, either in gold, silver, &c. 2. In hunting, to chase a deer into a thicket.

Embroidering, (A.) The art of making figures in relieve, whether by embroidery, casting, or carving.

Embowl, (V.) To take out the bowels.

Embrace. See *Imbrace*.

Embrasure, (S.) In architecture, is the enlargement made in the walls, to give more light and greater convenience to the windows and doors of a building; in fortification, it is a hole or aperture thro' which a cannon is pointed.

Embrocation, (S.) A kind of fomentation.

Embroider, (V.) To adorn silk or cloth with figures, or devices wrought with a needle in gold, silver, &c.

Embroidery, (S.) The work of an embroiderer.

E M

embroil, (V.) 1. To confuse or disturb. 2. To set at variance. *F.*

embryo, (S.) A child in the womb, before it has perfect shape.

Emendation, (S.) Correction, reformation or amendment. *L.*

emerald, (S.) A precious stone of a green colour. *F.*

Emerge, (V.) To rise from under the water, after being forcibly plunged into it. *L.*

Emergency, (S.) Occasion, a situation that makes some assistance necessary.

Emersion, (S.) 1. The rising of a body from under the water. 2. In astronomy, when the sun or moon begins to appear after an eclipse.

emery, (S.) 1. A metaline stone used in polishing. 2. A glazier's diamond to cut glass. *F.*

Emetics, (S.) Medicines that provoke vomiting. *G.*

Emigration, (S.) A removing from one place to live in another. *L.*

eminence, or *Eminency*, (S.) 1. A high place or rising ground. 2. Dignity or quality. 3. A title peculiar to cardinals. *L.*

eminent, (A.) Great, famous. *L.*

emir, (S.) Among the Turks, a title given to the descendants of Mahomet.

emissary, (S.) 1. One sent abroad to give intelligence. 2. A spy. *L.*

Emission, (S.) A sending or casting forth.

Emitt, (V.) To send or cast forth. *L.*

emmet, (S.) An ant or pismire.

Emollient, (A.) Softening or mollifying. *L.*

Emolument, (S.) Benefit or advantage.

Emotion, (S.) A being moved, a violent struggle in the mind. *L.*

Empale. See *Impale*.

Empannel. See *Impannel*.

Emparlance. See *Imparlance*.

Empeach. See *Impeach*.

A
New Universal English Dictionary:
OR,
A COMPLEAT TREASURE
OF THE
ENGLISH LANGUAGE.

TRACING THE WORDS FROM THEIR
PRIMITIVE FOUNTAINS;
EXPLAINING
The Various SENSES in which they are used,
AND
EXPOUNDING all the TECHNICAL TERMS,
IN THE SEVERAL
ARTS, SCIENCES, AND MANUFACTURES.

COMPILED with the utmost CARE and ASSIDUITY
BY
WILLIAM RIDER, A. B.
ASSISTANT MASTER of St. PAUL'S School, and late of JESUS College, OXFORD.

Ἡ τῶν λόγων κρίσις πολλῆς ἐστὶ πειρᾶς τελευταίου ἐπιγνῆμα. LONGINUS.

UT SYLVÆ FOLIIS PRONOS MUTANTUR IN ANNOS;
PRIMA CADUNT; ITA VERRORUM VETUS INTERIT ÆTAS,
ET JUVENUM RITU FLORENT MODO NATA VIGENTQUE.

HOR. de Art Poet.

L O N D O N :

Printed by W. GRIFFIN, for I. POTTINGER, at the Dunciad in Pater-noster-Row.

MDCCLIX.

E M P

in great veneration, and only have the privilege of wearing a green turban. When this word is used in composition it signifies a principal officer.

EM'ISSARY, S. (*emissarius*, low Lat.) one sent out on private messages; a spy, or secret agent. In anatomy, that which emits, or sends out, the same as *excretory*.

EMISSION, S. (*emissio*, Lat.) the act of sending out vent. The act of throwing or drawing a thing, particularly a fluid, from within outwards. The expulsion, or ejaculation of the seed.

To E'MIT, *v. a.* (*emitto*, Lat.) to drive outwards; to dart; to send forth. In law, to issue out according to the form prescribed.

EMME'NAGOGUES, S. (*emmenia*, Gr. the monthly courses, and *ago*, Gr. to drive, or force) medicines that promote the courses.

EMMET, S. (*emette*, Sax.) see ANT.

To EMME'W, *v. a.* (from *meu*) to coop up, or confine. "Follies doth emmeu." SHAK.

EMO'LLIENT, (*part. emolliens*, Lat.) softening, or rendering pliable.

EMO'LLIENTS, S. in medicine, such remedies as sheath the acrimony of humour; and at the same time soften and supple the solids.

EMOLLITION, S. (*emollitio*, Lat.) the act of softening, or rendering supple. The state of a thing rendered soft or supple. "Bathing and anointing give a relaxation or emollition." BACON.

EMO'LUMENT, S. (*emolumentum*, Lat.) profit arising from an office or employ, gain, or advantage.

EMOTION, S. (Fr.) a violent struggle, or disturbance in the mind. A strong and vehement sensation, or passion, excited either by a pleasing, or a painful object.

To EMPA'LE, *v. a.* (*empaler*, Fr. from *palus*, Lat. a pale or stake) to fortify, inclose, or defend. To put to death by driving a pale or stick through the body of a person from the posteriors upwards.

EMPA'LEMENT, S. the act of thrusting a sharp pole or stake up the fundament or through the body of a person. In botany, the cup or outmost part of a flower, which incloses the petals, or the foliation of the attire. See IMPALEMENT.

EMPA'NNEL, S. (from *panne*, Fr. a skin or parchment) the writing or entering the names of a jury in a parchment by a sheriff.

To EMPA'NNEL, *v. a.* to summon a person to serve on a jury.

EMPA'RLANCE, S. (from *parler*, Fr.) in law, a motion or desire for a day of respite, to consider of the result of a cause. The conference of a jury in a cause committed to them.

EMPA'SM, S. (*empsychia*, Gr. of *empsychon*, *empsychon*, Gr. to sprinkle) in pharmacy, a powder sprinkled on a body, to correct some ill smell.

To EMPA'SSION, *v. a.* to move with a strong affection or passion. To excite the passions vehemently. "The tempter all *empsychon'd*, thus began." Par. Lost.

EMTERESS, S. see EMPRESS, for which it was formerly written.

EMPEROUR, S. (*empereur*, Fr. *imperator*, Lat.) an absolute monarch or supreme commander of an empire.

EM'PERY, S. (*imperium*, Lat. *empire*, Fr.) the command of an emperor. Sovereign command. Empire. "Your rights of birth, your *empire*." SHAK.

EMPHASIS, S. (Gr.) in rhetoric, a force, stress, or energy in expression, action, or gesture. In grammar, a remarkable stress of the voice placed on any word or syllable.

EMPHATIC, EMPHATICAL, *adj.* forcible, strong, striking, or of great energy. Striking the fight.

EMPHATICALLY, *adv.* strongly, forcibly; full of energy, power, or signification. Spoken with a great stress of voice. According to appearance, opposed to reality, from *emphaino*, Gr. to appear. "Taken *emphatically*," *h*, not really, but in appearance." BROWN. The last sense is out of use.

EMPHYSEMATOUS, *adj.* (from *emphysema*, *emphysema*, Gr.) bloated, swelled, puffed up.

EMPIRE, S. (Fr. from *imperium*, Lat.) the territory or extent of land under the jurisdiction or command of an emperor. Imperial power, sovereign authority or command. Command over any thing.

EMPIRIC, S. (*empeirikos*, Gr.) one whose skill in medicine depends purely on practice and experiment; without any deductions of reason from the mechanical operation of medicines, or the nature, cause, and effects of diseases. A quack.

E M P

EMPIRIC, EMPIRICAL, *adj.* dealing, or veried in experiments. "Empiric alchymist." Par. Lost. Belonging to or resembling a quack.

EMPIRICALLY, *adv.* after the manner of a quack, or one who is not regularly bred to physick, but owes all his knowledge to experience, without being able to account for the operation of medicines on the human fabric, or the nature and effect of diseases.

EMPIRICISM, S. dependence on experience, without being able to reason on the effects of medicines, or diseases. Quackery.

EMPLASTER, S. (*emplastrum*, Lat. *emplastikos*, *emplastron*, Gr. from *emplastikos*, *emplastikos*, or *emplastikos*, to spread or smear over, now called *plaster*) in surgery, a medicine of a stiff, glutinous consistence, composed of several ingredients, spread on paper, linnen or leather, and applied externally.

To EMPLASTER, *v. a.* to cover with a plaster. "The sores *emplastered* with tar." MORTIM.

EMPLASTIC, *adj.* viscous, glutinous; fit to be applied as plaster.

To EMPLEAD, *v. a.* (from *plead*) in law, to indict, accuse, or prefer a charge against, used with *of* before the crime.

To EMPLOY, *v. a.* (*employer*, Fr.) to set a person about a thing; to keep at work or exercise. To use as an instrument, or means, or materials. To commission, or intrust with the management of an affair. To fill up time with study or undertaking. To pass or spend in business.

EMPLOY, S. the object which engages the mind; or is the subject of action. A person's trade, business. A public office.

EMPLOYABLE, *adj.* capable of being used; fit to be applied or used. "These objects — seem *employable* against this hypothesis." BOYLE.

EMPLOYER, S. one who sets a person about any undertaking. One who uses or causes a thing to be used.

EMPLOYMENT, S. business; the object of labour or industry. A person's trade, office, or post. An affair intrusted to the management of another.

To EMPOISON, *v. a.* (pronounced *empoison*, with the *i* long from *empoisonner*, Fr.) to destroy by poison, venom, or any deadly or mortal drug. To taint with poison. Figuratively, to deprave the ideas or principles of a person by bad advice, or seditious counsels.

EMPOISONER, S. one who destroys another by poison.

EMPOISONMENT, S. the practice or act of destroying by poison. "It were dangerous for secret *empoisonment*." BACON.

EMPORETIC, *adj.* (*emporikos*, *emporikos*, Gr.) that which is sold at common markets; belonging to goods, commodities, or merchandize.

EMPORIAM, S. (*emporion*, Gr.) a place of merchandize; a great city or market town which has communication with the sea, and carries on foreign trade.

To EMPOVERISH, *v. a.* (*pauper*, Fr. poor) to make poor. Figuratively, to render a soil unfertile or barren.

EMPOVERISHER, S. the act of exhausting money; the cause of poverty; the lessening riches, or fertility when applied to ground or vegetables.

To EMPOWER, *v. a.* to give a person authority to transact business, or carry on any undertaking. To give natural power or force. To enable or give strength sufficient for the performance of an undertaking or design.

EMPRESS, S. (contracted from *emperice*) the wife of an emperor. A female who has the sovereign command over an empire.

EMPRIZE, S. (Fr.) an undertaking which is attended with hazard and danger, and shews boldness. "Ambushed we lie, and wait the bold *emprize*." Par. Lost.

EMPTIER, S. one who makes any place or thing void by taking out that which was in it.

EMPTINESS, S. want or absence of body, applied to space. Without having any thing in it, applied to space, or vessels. The state of a thing which has nothing in it. Figuratively, want of judgment or understanding. Incapacity to satisfy one's wishes or desires.

EMPTION, S. (*emptio*, Lat.) the act of buying; a purchase. "Whether Glaucus exchanging his golden armour with the brazen one of Tydides, was *emption* or commutation." ARBUTH.

EMPTY, *adv.* (*emptig*) having nothing in it, void of body, applied to space, place, or any vessel. Not posessing, furnished with, or using. Devoid. "In civility thou seem'st to *empty*." SHAK. Unsatisfactory; or unable to content the desire or expectation. Void of judgment or understanding. Void of substance, solidity, or real existence. "Empty dreams." DRYD.

To

A NEW COMPLETE English Dictionary,

Particularly adapted to the
STRUCTION and IMPROVEMENT
OF THOSE WHO HAVE
not had the Benefit of a learned or liberal Education,
OR WHO HAVE
LEISURE for READING a Multitude of Books.

WHEREIN

ult Words, and technical Terms,
all Faculties and Professions ;
ether in Science, Physic, Divinity
Mechanics; are fully explained,
perly accented to direct the Pro-
unciation, and marked with initial
letters, to denote the quality or
t of Speech to which each Word
appropriated.

precise Account of the most eminent
Persons, Male and Female, of every
Rank and Degree, who, in this Na-
tion, have been celebrated for Arts
Arms, useful Inventions, great
achievements, heroic Exploits, ei-
ther by Sea or Land ; whether
Princes, Nobles, Admirals, Generals,
Philosophers, Poets, Divines, or
Mechanics, who have given Proofs
of a superior Genius and Capacity
in their respective Stations and
Professions.

Sects and Divisions in the Chris-
tian Church, as well primitive as
modern, their Opinions and Practi-
ces ; and all other Religions.

A short History of the Patriarchs, Pro-
phets and Apostles, commemorated
in the Old and New Testament :
with a brief Account of the Coins,
Weights and Measures mentioned
therein.

A summary Account of the most noted
Cities, Towns and Corporations in
England and Wales ; their Fairs and
Markets, and the Days on which
they are held, since the Alteration
of the Style by Act of Parliament.

The Value of all Sorts of modern Coin
now current among us, truly ascer-
tain'd; and our Weights and Measures
accurately describ'd and explain'd.

The various Kingdoms of the World
historically and geographically de-
scribed.

The whole alphabetically digested,
and rendered plain and easy to
every Capacity ; being more co-
pious, instructive and entertaining
Work than any thing of the kind
hitherto published, on an entire
new Plan.

To which is prefixed,

COMPENDIOUS GRAMMAR of the **ENGLISH LANGUAGE.**

THE SECOND EDITION.

By **D. BELLAMY**, Gent. **Mr. GORDON**, and Others.

Authors of the **NEWEST GUIDE** to the **ENGLISH TONGUE.** The Complete History of
the **OLD and NEW TESTAMENT** and **Apocrypha.** 1 large Vol. 8vo. with 150 neat Cuts.

L O N D O N :

Printed for **J. FULLER**, in Newgate-Street, near Cheapside.

E M I

when there is no other method of saving the mother.

EMBRIU/LCUS [S.] a hook for extracting the child in difficult labours.

EMENDALS [S.] in the accounts of the Inner-Temple society, where so much in *Emendals*, at the foot of an account, signifies so much money in the bank, or stock of the house, for repairing losses, and supplying other emergencies.

EMENDA'TION [S.] correction; alteration of any thing from worse to better.

E'MERALD [S.] a green, precious stone, and next in hardness to the ruby. In its most perfect state, it is, perhaps, the most beautiful of all the gems; those of them that are brought from the East-Indies, are, by far, preferable to those that come from America.

EMERGE [V.] to arise out of any fluid in which a body was plunged, or with which it was covered; to rise from a state of depression and obscurity.

EMERGENCE, or EMERGENCY [S.] the rising of a body out of any fluid, wherein it had been plunged; the act of rising into view; the first appearance of the sun or moon after an eclipse; any sudden occasion, or unexpected casualty.

EMERGENT YEAR [S.] in chronology, the same with the epocha, from whence any era, or method of reckoning time, commences; such is that of the creation of the world, of the birth of our Saviour, &c.

EMERSION [S.] in Astronomy, is when any planet, that is eclipsed, begins to emerge, or get out of the shadow of the eclipsing body.

E'MERY [S.] is an iron ore, prepared by grinding in mills; of great use to various artificers in polishing and burnishing steel and iron works, marble, cutting and scolding glass, &c.

EME'TIC [S.] a medicine which induces vomiting.

EMICA'TION [S.] sparkling; flying off in small particles.

E'MIGRATE [V.] to remove from one place to another.

E'MINENCE or EMINENCY [S.] a title of honour peculiar to cardinals; also, a high or rising ground.

E'MINENT [A.] dignified, exalted, conspicuous, famous, remarkable.

E'MINENTLY [P.] in a high degree; in a manner that attracts observation.

E'MIR [S.] a title of dignity among the Turks, signifying a prince, and is attributed to all who are adjudged to descend from Mahomet by his daughter Fatima.

EMISSARY [S.] in a Political sense, is a person employed by another to sound the opinions of people, spread certain reports, or act as a spy over other people's actions.

E M P

EMI'SSION [S.] ejaculation; sending forth, as flowers do their odours.

EMI'T [V.] to cast or send forth rays or streams; to let fly; to dart; to issue out juridically.

EMME/NAGOGUES [S.] in Pharmacy, medicines which promote the menses or monthly courses.

EMMERGREEN[P.N.] a town in Dorsetshire, whose fair is on Tuesday before holy Thursday, for all sorts of cattle.

E'MMET [S.] an ant, or pismire.

EMMO/LLIENTS [S.] in Pharmacy, are such medicines as sheath and soften the asperity of the humours, and relax and supple the solids at the same time.

EMO/LUMENT [S.] profit, advantage, benefit.

EMOTION [S.] disturbance of mind; vehemence of passion.

EMPA'LE [V.] to fence with pales; to fortify, enclose, shut in; to put to death by spitting on a stake fixed upright.

EMPA'LEMENT [S.] a kind of punishment practiced by the old Romans, Turks, and others, which consisted in thrusting a stake up the fundament.

EMPA'NNEL [S.] the writing or entering the names of a jury into a schedule, by the sheriff, whom he has summoned to appear.

EMPARLA'NCE, or IMPARLANCE [S.] signifies a motion or petition to a court of record, for a day of respite, or for putting the cause off to another time for trial.

EMPA'SMA [S.] in Physic, is the strewing a perfumed powder over the body, to correct its bad scent, and to prevent its sweating too violently.

EMPA'SSION [V.] to move with passion; to affect strongly.

E'MPERESS, or EMPRESS [S.] denotes either the wife of an emperor, or a woman who governs singly an empire, in her own right.

E'MPEROR [S.] a title of honour among the antient Romans, conferred on a general who had been victorious, and now made to signify a sovereign prince, or supreme ruler of an empire. The title adds nothing to the rights of sovereignty; it only gives pre-eminence over all other sovereigns. The Emperors, however, pretend that the imperial dignity is more eminent than the regal. It is disputed whether emperors have the power of disposing of the regal title; however this may be, they have often taken upon them to erect kingdoms. Thus it is, that Bohemia, Prussia and Poland are said to be raised to that dignity. Charlemagne was the first emperor of Germany, crowned by Pope Leo III, in 800.

E'MPHASIS [S.] in Rhetoric, a particular stress of the voice and action, laid on such parts

APPENDIX A: “EMOLUMENT” IN ENGLISH LANGUAGE DICTIONARIES, 1604-1806

Royal English Dictionary;

OR, A

TREASURY

OF THE

ENGLISH LANGUAGE.

CONTAINING,
I. A FULL EXPLANATION of all the TERMS made Use of
I N

ALGEBRA,	GUNNERY,	NATURAL HISTORY,
ANATOMY,	HERALDRY,	NAVIGATION,
ARCHITECTURE,	HIEROGLYPHICS,	OPTICS,
ARITHMETIC,	HISTORY,	PAINTING,
ASTRONOMY,	HUSBANDRY,	PERSPECTIVE,
BOTANY,	HYDRAULICS,	PHILOSOPHY,
CHEMISTRY,	HYDROSTATICS,	PNEUMATICS,
DIALLING,	LAW,	POETRY,
DIVINITY,	LOGIC,	PRINTING,
GARDENING,	MATHEMATICS,	RHETORIC,
GEOGRAPHY,	MECHANICS,	SCULPTURE,
GEOMETRY,	MILITARY ART,	SURGERY,
GRAMMAR,	MUSIC,	SURVEYING, &c.

- II. Tracing the WORDS from their original FOUNTAINS.
 III. Explaining the various SENSES in which they are used, supported by Authorities from the best *English* Writers.
 IV. Accents are properly placed, to facilitate the true PRONUNCIATION.
 V. Each Word is followed by an initial Letter, to denote the PART of SPEECH to which it belongs.
 VI. A Geographical Account of the principal KINGDOMS, CITIES, &c. of the World.
 VII. A Description of the CITIES and COUNTIES of *England* and *Wales*,
 VIII. The LIVES of the most eminent POETS and other ingenious and illustrious MEN, who have flourished in these Kingdoms.

The Whole on so EXTENSIVE a PLAN, as to unite the different EXCELLENCIES of all other *English* DICTIONARIES.

To which is prefixed,

A COMPREHENSIVE GRAMMAR OF THE ENGLISH TONGUE.

By D. FENNING,

AUTHOR of the UNIVERSAL SPELLING BOOK; A Treatise of ARITHMETIC;
The Young ALGEBRAIST'S Companion; The Use of the GLOBES; &c.

THE FIFTH EDITION IMPROVED; to which are added,
the LIVES of several eminent modern WRITERS.

L O N D O N :

Printed for L. HAWES, and Co. T. CASLON, S. CROWDER, B. LAW,
G. ROBINSON, B. COLLINS, and A. HAMILTON, jun. MDCCLXXV.

[PRICE BOUND SIX SHILLINGS.]

JA 173

E M P

within outwards; the expulsion or ejection of the food.

TO EMIT, V. A. [*emitto*, Lat.] to drive outwards; to dart; to send forth. In Law, to issue out according to the form prescribed.

EMMENAGOGUES, S. [*εμμενια*, Gr.] the monthly courses, and *αγε*, to drive, or force; medicines that promote the courses.

EMMET, S. [*emmet*, Sax.] See ANT.

EMOLLIENT, Part. or Adj. [*emolliens*, Lat.] softening, or rendering pliable.

EMOLLIENTS, S. in Medicine, such remedies as leath the acrimony of humour, and at the same time soften and supple the solids.

EMOLUMENT, S. [*emolumentum*, Lat.] profit arising from an office or employ; gain, or advantage.

EMOTION, S. [Fr.] a violent struggle or disturbance in the mind; a strong and vehement sensation, or passion, excited either by a pleasing or a painful object.

TO EMPALE, V. A. [*empaler*, Fr. from *palus*, Lat. a pale or stake] to fortify, inclose, or defend.

EMPALEMENT, S. in Botany, the cup or outmost part of a flower, which encompasses the petals, or the foliation of the attire. See IMPALEMENT.

EMPA'NNEL, S. [from *panne*, Fr. a skin or parchment] the writing or entering the names of a jury in a parchment by a sheriff.

TO EMPA'NNEL, V. A. to summon a person to serve on a jury.

EMPA'RLANCE, S. [from *parole*, Fr.] in Law, motion or desire for a day of respite, to consider of the result of a cause; the conference of a jury in a cause committed to them.

EMPA'SM, S. [*επασμα*, of *επισσιν*, Gr. to sprinkle] in Pharmacy, a powder sprinkled on a body, to correct some ill smell.

TO EMPA'SSION, V. A. to move with a strong affection or passion, to excite the passions vehemently. "The tempter, all *empa'ssion'd*, thus began." *Par. Lost*.

EMPEROR, S. [*imperator*, Fr. *imperator*, Lat.] an absolute monarch, or supreme commander of an empire.

EMPERY, S. [*imperium*, Lat. *empire*, Fr.] the command of an emperor; sovereign command; empire. "Your rights of birth, your *empire*." *Shak*.

EMPHASIS, [Gr.] in Rhetoric, a force, stress, or energy in expression, action, or gesture. In Grammar, a remarkable stress of the voice placed on any word or syllable.

EMPHA'TIC, or EMPHA'TICAL, Adj. forcible, strong, striking, or of great energy; striking the sight.

EMPHA'TICALLY, Adv. strongly, forcibly; full of energy, power, or significance; spoken with a great stress of voice. According to appearance, opposed to reality, from *εμφανος*.

E M P

EMPHYSEMATOUS, Adj. [from *εμφυσμα*, Gr.] bloated; swelled; puffed up.

EMPIRE, S. [Fr. from *imperium*, Lat.] the territory or extent of land under the jurisdiction or command of an emperor; imperial power; sovereign authority or command; command over any thing.

EMPIRIC, S. [*εμπιρικος*, Gr.] one whose skill in medicine depends purely on practice and experiment, without any deductions of reason from the mechanical operation of medicines, or the nature, cause, and effects of diseases; a quack.

EMPIRIC, or EMPIRICAL, Adj. dealing, or versed in experiments. Belonging to, or resembling a quack.

EMPIRICALLY, Adv. after the manner of a quack, or one who is not regularly bred to physic.

EM'PIRICISM, S. quackery.

EMPLA'STER, S. [*emplastrum*, Lat. *εμπλαστρον*, Gr.] in Surgery, a medicine of a stiff, glutinous consistence, composed of several ingredients, spread on paper, linen, or leather, and applied externally.

TO EMPLA'STER, V. A. to cover with a plaster.

EMPLA'STIC, Adj. viscous; glutinous; fit to be applied as a plaster.

TO EMPLA'D, V. A. [from *plead*] in Law, to indict, accuse, or prefer a charge against.

TO EMPLOY, V. A. [*employer*, Fr.] to set a person about a thing; to keep at work or exercise; to use as an instrument or means, or materials; to commission, or intrust with the management of an affair; to fill up time with study or undertaking; to pass or spend in business.

EMPLOY, S. the object which engaged the mind, or is the subject of action; a person's trade, business; a public office.

EMPLOYABLE, Adj. capable of being used; fit to be applied or used. "These objects—*seem employable* against this hypothesis." *Boyle*.

EMPLOYER, S. one who sets a person about any undertaking; one who uses, or causes a thing to be used.

EMPLOYMENT, S. business; the object of labour or industry; a person's trade, office, or post; an affair intrusted to the management of another.

TO EMPOISON, V. A. [*empoisoner*, Fr.] to destroy by poison, venom, or any deadly or mortal drug; to taint with poison. Figuratively, to deprave the ideas or principles of a person by bad advice, or seditious counsels.

EMPOISONER, S. one who destroys another by poison.

EMPOISONMENT, S. the practice or act of destroying by poison. "It were dangerous for secret *empoisonments*." *Bacon*.

EMPORETIC, Adj. [*εμπορετικος*, Gr.] that which is sold at common markets; belonging.

R. G. Ker
to M. Porter. Oct. 24th 1822.
R. G. KER. 1773.
A N U N I V E R S A L

DICTIONARY

O F T H E

ENGLISH LANGUAGE.

I N W H I C H

The TERMS made use of in ARTS and SCIENCES
are defined;

The WORDS explained in their VARIOUS SENSES;

The ACCENTS properly placed, to facilitate the true
PRONUNCIATION;

The PARTS of SPEECH denoted; and,

The SPELLING throughout reduced to an uniform
and consistent standard.

To which is prefixed,

A GRAMMAR of the ENGLISH LANGUAGE.

E D I N B U R G H :

Printed by ALEXANDER DONALDSON and JOHN REID.

For A. DONALDSON, and sold at his shops in *Edinburgh* and *Lon-*

don; E. WILSON, in *Dumfries*; and W. INGLIS, in *Lanark*;

M D C C L X I I I .

[Price Six Shillings bound.]

EMBRO'IDERER, *n. f.* one that adorns cloaths with needle-work.

EMBRO'IDERY, *n. f.* figures raised upon a ground; variegated needlework.

To EMBRO'IL, *v. a.* to disturb; to confuse; to distract.

To EMBRO'THEL, *v. a.* to inclose in a brothel.

E'MBRYO, E'MBRYON, *n. f.* the offspring yet unfinished in the womb. The state of any thing yet not fit for production; yet unfinished.

EME'NDABLE, *adj.* capable of emendation; corrigible.

EMENDA'TION, *n. f.* correction; alteration of any thing from worse to better. An alteration made in the text by verbal criticism.

EMENDA'TOR, *n. f.* a corrector; an improver.

E'MERALD, *n. f.* a green precious stone.

To EME'RGE, *v. n.* to rise out of any thing in which it is covered. To issue; to proceed. To rise; to mount from a state of depression or obscurity.

EME'RGENCE, EME'RGENCY, *n. f.* the act of rising out of any fluid by which it is covered. The act of rising into view. Any sudden occasion; unexpected casualty.

EME'RGENT, *adj.* rising out of that which overwhelms or obscures it. Rising in view, or notice. Proceeding from any thing. Sudden; unexpectedly casual.

EMERODS, EMERO'IDS, *n. f.* painful swellings of the hemorrhoidal veins; piles.

EMERSION, *n. f.* the time when a star, having been obscured by its too near approach to the sun, appears again.

EMERY, *n. f.* an iron ore.

EME'TIC, EME'TICAL, *adj.* having the quality of provoking vomits.

EME'TICALLY, *adv.* in such a manner as to provoke to vomit.

EMICA'TION, *n. f.* sparkling; flying off in small particles.

EMI'CTION, *n. f.* urine.

To E'MIGRATE, *v. n.* to remove from one place to another.

EMIGRA'TION, *n. f.* change of habitation.

E'MINENCE, E'MINENCY, *n. f.* loftiness. Summit. A part rising above the rest. A place where one is exposed to general notice. Exaltation. Celebrity. Supreme degree. Distinction; notice. A title given to cardinals.

E'MINENT, *adj.* high; lofty. Dignified; exalted. Conspicuous; remarkable.

E'MINENTLY, *adv.* conspicuously; in a manner that attracts observation. In a high degree.

E'MISSARY, *n. f.* one sent out on private messages; a spy; a secret agent. One that emits or sends out.

EMI'SSION, *n. f.* the act of sending out; vent.

To E'MIT, *v. a.* to send forth; to let go. To let fly; to dart. To issue out juridically.

EMME'NAGOGUES, *n. f.* medicine that promote the courses.

E'MMET, *n. f.* an ant; a plover.

To EMME'W, *v. a.* to mew or creep up.

EMO'LLIENT, *adj.* softening; suppling.

EMO'LLIENTS, *n. f.* such thing as sheath and soften the asperities of the humours, and relax and supple the solids.

EMOLLI'TION, *n. f.* the act of softening.

EMO'LUMENT, *n. f.* profit; advantage; gain.

EMO'TION, *n. f.* disturbance of mind; vehemence of passion.

To EMPA'LE, *v. a.* to fence with a pale. To fortify; to inclose; to fix in. To put to death by spitting on a stake fixed upright.

EMPA'NNEL, *n. f.* the writing or entering the names of a jury into a roll edule by the sheriff, which he has summoned to appear.

To EMPA'NNEL, *v. a.* to summon to serve on a jury.

EMPA'RLANCE, *n. f.* it signifies a desire or petition in court of a judge to pause what is best to do.

EMPA'SM, *n. f.* a powder to correct the bad scent of the body.

To EMPA'SSION, *v. a.* to move with passion; to affect strongly.

A COMPLETE
English Dictionary:

CONTAINING
An EXPLANATION of all the WORDS

Made Use of in the
COMMON OCCURRENCES OF LIFE,
OR IN THE
Several ARTS and SCIENCES:

So as to convey
A precise and determinate IDEA of their MEANING,
The ACCENTS are placed over the proper SYLLABLES,
to point out the true PRONUNCIATION.

AND,
In order to inform those who are unacquainted with Grammar, the
initial Letter is placed immediately after every Word, to denote the
Part of Speech to which it belongs, viz. whether it be a Verb, a
Substantive, an Adjective, &c.

By the Rev. FRANCIS ALLEN, M. A.

LONDON:
Printed for J. WILSON and J. FELL, at the Angel, in
Pater-Noster-Row,

MDCCLXXV.

JA 177

E M I

der with ornaments; to adorn silk, velvet, or other stuff with ornaments.

EMBROIDERER, S. one who works a thing with flowers, or other ornaments, of raised needle work.

EMBROIDERY, S. the enriching with figures wrought with the needle; figures raised or wrought on a ground with a needle.

To EMBROIL, V. A. to disturb; to excite quarrels.

EM'BRYO, or EM'BRYON, S. the first rudiments of an animal which is not come to its state of perfection. The state of any thing not finished or come to maturity.

EMEN'DABLE, Adj. capable of being made better by change or alteration.

EMENDA'TION, S. the act of making a thing better by alteration, change, or correction.

EMERALD, S. in Natural History, a precious stone, of a pure and beautiful green.

To EMERGE, V. N. to rise out of any thing; to issue, or proceed.

EMERGENCE, or EMER'GEN-CY, S. the act of rising from any thing which covers; any pressing necessity; a sudden occasion; an unexpected incident.

EMER'SION, S. in Physics, the rising of any solid above the surface of a fluid into which it is violently thrust.

EME'TIC, or EME'TICAL, Adj. S. a remedy which excites vomiting.

EME'TIC, S. having the quality of provoking vomits.

To EMIGRATE, V. N. to remove from one place to another.

EMI'GRATION, S. change of dwelling; removal from one place to another.

EMI'NENCE, or EMI'NENCY, S. loftiness; height from the ground upwards. Exaltation; preferment; fame. A title of dignity and honour, peculiar to cardinals.

EMI'NENT, Part. high, lofty. Exalted, preferred, conspicuous.

EMI'NENTLY, Adv. conspicuously.

EMI'SSARY, S. one sent out on private messages; a spy, or secret agent.

EMI'SSION, S. the act of sending out; vent.

E M P

To E'MIT, V. A. to drive outwards; to dart; to send forth.

EM'MET, S. See *Ant.*

EMO'LLIENT, Part. or Adj. softening, or rendering pliable.

EMO'LLIENTS, S. in Medicine, such remedies as sheath the acrimony of the humour.

EMOLLITION, S. the act of softening, or rendering supple.

EMO'LUMENT, S. profit; gain, or advantage.

EMO'TION, S. a violent struggle, or disturbance in the mind; a strong and vehement sensation, or passion.

To EMPA'LE, V. A. to fortify, inclose, or defend.

EMPA'LEMENT, S. in Botany, the cup or outmost part of a flower, which encompasses the petals, or the foliation of the attire.

EMPA'NNEL, S. the writing or entering the names of a jury in a parchment by a sheriff.

To EMPA'NNEL, V. A. to summon a person to serve on a jury.

EMPA'SM, S. in Pharmacy, a powder sprinkled on a body, to correct some ill smell.

To EMPA'SSION, V. A. to move with a strong affection or passion; to excite the passions vehemently.

EM'PEROR, S. an absolute monarch, or supreme commander of an empire.

EMPHASIS, S. in Rhetoric, a force, stress, or energy in expression, action, or gesture. In Grammar, a remarkable stress of the voice placed on any word or syllable.

EMPHA'TIC, or EMPHA'TICAL, Adj. forcible, strong, striking, or of great energy.

EMPHA'TICALLY, Adv. strongly; forcibly; full of energy.

EMPHYSE'MATOUS, Adj. bloated; swelled; puffed up.

EM'PIRE, S. the territory of land under the jurisdiction of an emperor; imperial power.

EMPI'RIC, S. one whose skill in medicine depends purely on practice and experiment; a quack.

EMPIRICAL, Adv. after the manner of a quack.

EMPIRICISM, S. quackery.

EMPLA'STIC

THE
New Spelling Dictionary,

TEACHING

To WRITE and PRONOUNCE the *ENGLISH* Tongue
with Ease and Propriety ;

In which each Word is accented according to its just and natural Pronunciation ;
the Part of Speech is properly distinguished, and

THE VARIOUS SIGNIFICATIONS ARE RANGED IN ONE LINE ;

WITH

A LIST of PROPER NAMES of MEN and WOMEN.

THE WHOLE

Compiled and digested in a manner entirely new, to make it a
COMPLETE POCKET COMPANION

FOR THOSE

Who read MILTON, POPE, ADDISON, SHAKESPEARE, TILLOTSON and LOCKE, or
other *English* Authors of Repute in *Prose* or *Verse* : And in particular to assist *young* People,
Artificers, Tradesmen and *Foreigners*, desirous of understanding what they speak, read and write.

To which is prefixed,

A GRAMMATICAL INTRODUCTION to the *English* Tongue.

By the Rev. JOHN ENTICK, A. M.

Editor of LITTLETON'S Latin and English Dictionary and SCHREVELIUS'S Greek Lexicon.

A NEW EDITION, carefully revised and corrected; to which, with the former
Additions, is now added, A COMPENDIOUS HISTORICAL DICTIONARY of the
HEATHEN GODS and GODDESSES, HEROES and HEROINES, &c.

L O N D O N :

PRINTED FOR CHARLES DILLY, IN THE POULTREY, 1780.

E M B

Emancipation, *f.* a deliverance from slavery
 Emasculate, *v. a.* to castrate, to effeminate
 Emasculation, *f.* a castration, effeminacy
 Embale, *v. a.* to bind up, to inclose
 Embalm, *v. a.* to impregnate with spices (ing)
 Embalmer, *f.* one who preserves bodies by embalm-
 Embar, *v. a.* to shut in, hinder, block up, stop
 Embargo, *f.* a prohibition to sail
 Embark, *v.* to put or go on shipboard
 Embarkation, *f.* a putting or going on shipboard
 Embarrass, *v. a.* to perplex, entangle, distress
 Embarrassment, *f.* perplexity, distress, trouble
 Embase, *v. a.* to impair, degrade, make worse
 Embassador, *f.* one sent on a public message
 Embassage, Embassy, *f.* a public message
 Embattle, *v. a.* to arrange in order of battle
 Embay, *v. a.* to inclose in a bay, wet, wash
 Embellish, *v. a.* to adorn, beautify, set off
 Embellishment, *f.* ornament, decoration
 Embers, *f. pl.* hot cinders or ashes
 Embézzle, *v. a.* to steal privately, waste, spoil
 Embézzlement, *f.* a misapplying a trust
 Emblaze, *v. a.* to blazon, adorn, paint
 Emblem, *f.* a moral device, a representation
 Emblem, *v. a.* to represent allusively
 Emblematical, *a.* allusive, using emblems
 Emblematically, *ad.* allusively
 Emblem'atist, *f.* a writer or inventor of emblems
 Embolism, *f.* an intercalation, time inserted
 Emboss, *v. a.* to adorn with rising work, to inclose
 Embossing, *f.* the art of making figures in relieve
 Embossment, *f.* relief, rising work
 Embottle, *v. a.* to include in bottles, to bottle
 Embowel, *v. a.* to take out the entrails
 Embrace, *v. a.* to squeeze in kindness, to welcome
 Embrace, Embracement, *f.* a clasp, a hug
 Embrasure, *f.* a battlement, an opening in a wall
 Embrocate, *v. a.* to foment a part diseased

E M P

143

Embrocation, *f.* a fomentation
 Embroider, *v. a.* to adorn with figure work
 Embroiderer, *f.* one who embroiders
 Embroidery, *f.* variegated needle-work
 Embroil, *v. a.* to disturb, confuse, distract
 Embroth'el, *v. a.* to inclose in a brothel
 E'mbryo, *f.* a child indistinctly formed, any thing
 Emburse, *v. a.* to restore money owing (unfinished)
 Emendation, *f.* a correction, an alteration
 Em'erald, *f.* a green precious stone
 Em'eige, *v. n.* to issue, to rise out of
 Em'ergency, *f.* a rising out of, great necessity
 Em'ergent, *part. a.* coming into sight, sudden
 Emérſion, *f.* a rising out of water
 Emet'ic, *a.* provoking vomits; *f.* a vomit
 Emication, *f.* a sparkling, a glittering
 Emiction, *f.* a making of urine
 Emigrate, *v. n.* to remove from place to place
 Emigration, *f.* a change of habitation
 Em'innence, *f.* height, honor, top, a cardinal's title
 Em'inent, *a.* high, lofty, remarkable, exalted
 Em'inently, *ad.* conspicuously, in a high degree
 Em'issary, *f.* a secret agent, a spy
 Emission, *f.* a throwing out, vent, shooting
 Emit, *v. a.* to dart, let fly, issue out
 E'mmet, *f.* an ant, a pismire
 Emmew, *v. a.* to mew or coop up
 Emollient, *a.* softening, suppling
 Emolli'tion, *f.* the act of softening
 Emolument, *f.* profit, advantage, benefit
 Emotion, *f.* disturbance of mind, a sudden motion
 Empale, *v. a.* to inclose, fortify, fence in
 Empannel, *v. p.* to settle a jury
 Empannel, *f.* the schedule of a jury
 Empassion, *v. a.* to move with passion, to affect
 E'mperor, *f.* a monarch superior to a king
 E'mphasis, *f.* a remarkable stress on a word
 Emphat'ical, *a.* strong, forcible, striking
 Emphat'ically,

APPENDIX A: “EMOLUMENT” IN ENGLISH LANGUAGE DICTIONARIES, 1604-1806

T H E
Complete English Dictionary:
O R,
GENERAL REPOSITORY
O F T H E
ENGLISH LANGUAGE.
C O N T A I N I N G
A C O P I O U S E X P L A N A T I O N
O F A L L , T H E
WORDS in the ENGLISH LANGUAGE;
T O G E T H E R W I T H

Their different SIGNIFICATIONS, viz.

- | | |
|---|---|
| <p>I. The Words, and the various Senses in which they are used.</p> <p>II. The TRUE PRONUNCIATION pointed out by being properly accented.</p> <p>III. INITIAL LETTERS placed to denote the Part of Speech to which each Word belongs.</p> <p>IV. A geographical DESCRIPTION of the four Quarters of the World.</p> <p>V. A more particular DESCRIPTION of the Counties, Cities, and principal Towns in England and Wales,</p> | <p>than has ever appeared in any Book of this Kind.</p> <p>VI. As the LIVES of the ENGLISH POETS, and others, celebrated for their Learning and Genius, can nowhere be introduced with more Propriety than in a DICTIONARY of the ENGLISH LANGUAGE, we have enriched our Performance with the most entertaining and authentic Memoirs of those illustrious Men who have flourished in these Kingdoms.</p> |
|---|---|

To which will be prefixed,

A COMPLETE ENGLISH GRAMMAR.

By. the Rev. FREDERICK BARLOW, M. A.
Vicar of BURTON.

Assisted by several other GENTLEMEN.

L O N D O N :

Printed for the A U T H O R,

And Sold by T. EVANS, at No. 54, in Pater-noster-Row; F. BLYTH, at the Royal Exchange; Mr. JACKSON at Oxford; Mess. FLETCHER and HODSON, at Cambridge; Mr. WILSON, at Dublin; Mr. ETHERINGTON, at York; and all other Bookellers, &c. in Great Britain and Ireland.

DIS

aversion; used with *from*. "What *disgusts* me from having to do with answer-jobbers." *Swift*.

DISGUSTFUL, Adj. producing aversion or dislike.

DISH, S. [*dife*, Sax.] a broad shallow vessel with a rim, either of silver, pewter, china, &c. used for holding joints, or other victuals at a table, and differing from a plate in size. Figuratively, the meat placed in a *dish*.

To **DISH**, V. A. to serve meat up elegantly, or place it in a *dish*. To *dish out*, to adorn, deck, or set off.

DISHABILL, S. [Fr.] an undress; a loose and negligent morning dress.

DISHABILL, Adj. loosely, carelessly, and negligently dressed.

To **DISHABIT**, V. A. to displace or uncover a thing. "From their fixed beds of lime had been *dishabited*." *Shak*.

To **DISHEARTEN**, V. A. to deprive of courage; to terrify; to make a person imagine a thing to be impracticable.

DISHERTSON, S. the act of debarring or hindering a person from an inheritance.

To **DISHERIT**, V. A. to debar or cut off from an inheritance.

To **DISHEVEL**, V. A. [*desbeveler*, Fr.] to spread hair in a loose, negligent, careless, and disorderly manner.

DISHONEST, Adj. fraudulent, or inconsistent with justice. Reproachful, or shameful.

DISHONESTLY, Adv. so as to be inconsistent with honour, honesty, or justice.

DISHONESTY, S. want of probity. The act of doing any thing to defraud another. Injustice. Figuratively, unchastity, or lewdness. "If you suspect me in any *dishonesty*," *Shak*.

DISHONOUR, S. that which affects a person with disgrace. Figuratively, reproach, loss of reputation.

To **DISHONOUR**, V. A. to bring to shame or disgrace. To blast or injure the character of a person. To violate a person's chastity. To treat with indignity, or contempt.

DISHONOURABLE, Adj. void of respect, reverence, or esteem. Shameful; reproachful; disputable.

DISHONOURER, S. one who treats another with indignity, or violates the chastity of a female.

To **DISINCARCERATE**, V. A. to free from imprisonment. Figuratively, to release, or free from confinement. "Open the surface of the earth for to *disincarcerate* the same venene bodies." *Harvey*.

DISINCLINATION, S. want of affection, or bias. Want of propensity, less than aversion.

To **DISINCLINE**, V. A. to lessen or abate one's affections for a thing or person.

DIS

DISINGENUITY, S. unfairness; low and mean artifice; cunning.

DISINGENUOUS, Adj. not openly and frankly. Meanly, sly, cunning, subtle.

DISINGENUOUSLY, Adv. in an unfair, sly, or subtle manner.

To **DISINHERIT**, V. A. to cut off or deprive of an inheritance.

DISINTERESTED, Adj. [from *dis* and *interesse*, Fr.] without any regard to private interest; without any bias on account of a person's own emolument, or advantage. Impartial.

DISINTEREST, S. that which is contrary to a person's success or interest. A disadvantage or loss. Disregard of profit or private advantage.

DISINTERESTED, Adj. not influenced by any selfish views of private lucre, or advantage.

To **DISJOIN**, V. A. [*disjoindre*, Fr.] to separate things which are united. To part, or sever.

To **DISJOINT**, V. A. [pronounced *dis-joint*, with the long] to put out of joint. To separate things at the joint. To carve or cut into pieces. To make incoherent. To mar or destroy the connection of words, or sentences. "Her words *disjointed*." *Smith*. Neuterly, to fall in pieces.

DISJOINT, Part. divided. "Thanks — our state to be *disjoint*." *Shak*.

DISJUNCTION, S. [*disjunctio*, Lat.] separation; division. "The *disjunction* of the body and the soul." *South*.

DISJUNCTIVE, Adj. [*disjunctivus*, Lat.] denoting; unfit for union. In grammar, applied to such particles as denote a separation, or contrast. In Logic, applied to such propositions whose parts are opposed to each other by disjunctive particles.

DISJUNCTIVELY, Adj. in a separate manner; distinctly; separately.

DISK, S. [*disc*, Sax. *discus*, Lat.] in astronomy, the body of the sun or planets, divided by astronomers into 22 parts. In optics, the magnitude of the glass of a telescope, or the width of its aperture. In botany, the middle part of radiated flowers.

DISKINDNESS, S. want of kindness, affection, charity, or benevolence. An act whereby a person receives detriment, and is supposed to be derived from ill-will.

DISLIKE, S. want of approbation, affection, or esteem.

To **DISLIKE**, V. A. to disapprove. To look on as improper, or faulty. To hate, To shew disgust, or dis-esteem.

To **DISLIKE**, V. A. to change the appearance of a thing from what it was before.

To **DISLOCATE**, V. A. [from *dis* and *locatus*, Lat.] to put, or force out of its proper place. To disjoint.

DISLOCATION, S. [from *dislocare*] the putting

EME

figures wrought with the needle. Figures raised on a ground with a needle.

To **EMBROID**, V. A. [*brouiller*, Fr.] to set persons at variance; to excite quarrels. To involve in confusion and trouble.

EMBRYO, **EMBRYON**, S. [*embryo*, Gr.] the first rudiments of an animal. In Botany, the grain of a plant. Figuratively, the state of any thing not finished or come to maturity.

EMENDABLE, Adj. [from *emendo*, Lat.] that which may be made better.

EMENDATION, S. [*emendatus*, Lat.] the act of making a thing better by alteration, change or correction.

EMENDATOR, S. [Lat.] one who improves, or renders a thing better. A corrector.

EMERALD, S. [*smaragdus*, Lat.] in natural History, the most beautiful of all the class of coloured gems, when perfect. It is found sometimes in the roundish or pebble form, sometimes in the columnar or crystalline one; the pebble emeralds, however, are the most valued; there are multitudes found of the size of a large pin's head, for one of any tolerable bigness; though now and then there occurs stones of the size of a horse-bean, and even up to that of a walnut, tho' this last very rare. The pebble emeralds are found loose in the earth of mountains, and in the beds of rivers; the crystalline ones are usually met with adhering to a white, opaque, crystalline matter, though sometimes to pieces of jasper or of the prasiu, a coarser and softer gem of the same colour, only with some tinge of a yellowish cast, and called the root of the emerald. The pebble emeralds are, in their natural state, bright and transparent, though less glossy than the columnar ones; both are always of a perfect and pure green. It has this green in all the different shades, from very dark to extremely pale, and is probably sometimes colourless, though the English jewellers call it white sapphire.

The smaragd of the ancients, properly so called, was evidently the same with our emerald; though they comprehended also under this name every gem, or even stone of any considerable beauty, and of a green colour.

To **EMERGE**, V. N. [*emergere*, Lat.] to rise out of any thing, with which it is covered. To issue, or proceed. To rise from obscurity, distress, or ignorance.

EMERGENCE, **EMERGENCE**, S. the act of rising from any thing which covers or depresses. The rising from a state of obscurity. Any pressing necessity, a sudden occasion.

EMERGENT, Part. [*emergens*, Lat.] rising from that which covers, conceals, or depresses. Proceeding or issuing from, used with *from*. Sudden, or pressing, joined to

EMO

occafion. In Chronology, the *emergent* year, is that from which time is reckoned.

EMERSION, S. [*emerfus*, Lat.] in Physics, the rising of any solid above the surface of a fluid into which it is violently thrust.

EMERY, S. [*emeril*, Fr. *myrtil*, Lat.] in Natural History, an iron ore, of a dusky, brownish red on the surface, but when broken, of a fine, bright iron-grey, with some tinge of redness, and spangled all over with shining specks; found in Guernsey, Tuscany, and Germany, prepared by being ground in mills, used in cleaning and polishing steel, grinding an edge to tools, and by lapidaries to cut their stones with.

EMETIC, S. [*emeticon*, Gr.] a medicine which excites vomiting.

EMETIC, **EMETICAL**, Adj. having the quality of provoking vomits.

EMETICALLY, Adv. so as to provoke vomiting.

To **EMIGRATE**, V. N. [*emigratus*, Lat.] to remove from one place to another.

EMIGRATION, S. change of dwelling from one place to another. Removal from one place to another.

EMINENCE, **EMINENCY**, S. [*eminentia*, Lat.] loftiness; the summit, or highest part of a thing. A part rising higher than the rest. Figuratively, exaltation; preferment; fame; A supreme, or superior degree. A title of dignity peculiar to cardinals.

EMINENT, Part. [*eminens*, Lat.] high, lofty, applied to situation. Figuratively, exalted, preferred, or conspicuous on account of rank, or merit.

EMINENTLY, Adv. conspicuously; deserving notice. In a high degree.

EMISSARY, S. [*emissarius*, low Lat.] a person sent out on private messages; a spy. In Anatomy, that which emits, or sends out, the same as *excretory*.

EMISSION, S. [*emissio*, Lat.] the act of sending out; vent. The act of ejecting, throwing, or drawing a fluid from within outwards. The expulsion of the seed.

To **EMIT**, V. A. [*emitto*, Lat.] to drive outwards; to dart; to send forth.

EMMET, S. [*emetice*, Sax.] see **ANT**.

EMOLLIENT, Part. [*emolliens*, Lat.] softening, or rendering soft and pliable.

EMOLLIENTS, S. in Medicine, such remedies as lessen the acrimony of humour, and soften and supple the solids.

EMOLLITION, S. [*emollio*, Lat.] the act of softening, or suppling. The state of a thing rendered. "Bathing and anointing give a relaxation or *emollio*." *Bacon*.

EMOLUMENT, S. [*emolumentum*, Lat.] profit, gain, or advantage.

EMOTION, S. [Fr.] a violent struggle. A strong sensation, or passion, excited either by a pleasing, or a disagreeable object.

To **EMPALE**, V. A. [*empuler*, Fr.] to tortify,

181
182

A
NEW DICTIONARY
OF THE
ENGLISH LANGUAGE:

CONTAINING,

Not only the *Explanation* of Words, with their *Orthography*, *Etymology*,
and *Idiomatical Use* in WRITING;

BUT LIKEWISE,

Their *Orthoepeia* or Pronunciation in SPEECH, according to the present Practice
of polished Speakers in the Metropolis; which is rendered obvious at Sight,
in a Manner perfectly simple, and principally new.

TO WHICH IS PREFIXED,

A RHETORICAL GRAMMAR;

IN WHICH

The Elements of Speech in general, and those of the English Tongue in particular
are analyzed; and the Rudiments of Articulation, Pronunciation and Profody
intelligibly displayed.

BY WILLIAM KENRICK, LL. D.

Ἀνδρὸς χαρακτὴρ ἐκ λόγων γινώσκεται. K

L O N D O N:

Printed for JOHN and FRANCIS RIVINGTON, WILLIAM JOHNSTON,
THOMAS LONGMAN, and THOMAS CADELL.

MDCCCLXXIII.

EMP

EMME'NAGGUES. *n. f.* [ἐμμένια and ἄγν.] Medicines that promote the courses.

E'MMET—EM-MET. *n. f.* [æmette, Sax.] An ant; a psimire.

EMO'LLIENT—E-MOL-LI-ENT. *adj.* [emolliens, Lat.] Softening; suppling.

EMO'LLIENTS. *n. f.* Such things as sheath and soften the asperities of the humours, and relax and supple the solids at the same time.

EMOLLITION. *n. f.* [emollitio, Latin.] The act of softening.

EMO'LUMENT—E-MOL-U-MENT. *n. f.* [emolumentum, Lat.] Profit; advantage.

EMOTION—E-MO-TION. *n. f.* [emotion, Fr.] Disturbance of mind; vehemence of passion, or pleasing or painful.

To EMP'ALE—EM-PALE. *v. a.* [empaler, Fr.] To fence with a pale.—To fortify.—To inclose; shut in.—To put to death by spitting on a stake fixed upright. It is chiefly used in the latter sense.

EMPAN'NEL—EM-PAN-NEL. *n. f.* [from panne, Fr.] The writing or entering the names of a jury into a parchment schedule, or roll of paper, by the sheriff, which he has summoned to appear for the performance of such public service as juries are employed in.

To EMPAN'NEL. *v. a.* [from the noun.] To summon to serve on a jury.

EMPAN'LANCER. *n. f.* [from parler, Fr.] A desire or petition in court of a day to pause what is best to do; and it is sometimes used for the conference of a jury in the cause committed to them.

To EMPAN'SSION. *v. a.* [from passer, Fr.] To move with passion; to affect strongly; to throw off from equanimity.

EMPEROUR—EM-PER-OUR. *n. f.* [empereur, Fren. imperator, Lat.] A monarch of title and dignity superior to a king; as, the emperor of Germany.

EMPHASIS—EM-PHA-SIS. *n. f.* [ἐμφασις.] A remarkable stress laid upon a word or sentence; particular force impressed by stile or pronunciation.

EMPHA'TIC—EM-PHAT-IC. *adj.* [ἐμφατικός.] Forcible; strong; striking.—Striking the fight.—Appearing; seeming not real.

EMPHA'TICALLY—EM-PHAT-I-CAL-LY. *adv.* [from emphatical.] Strongly; forcibly; in a striking manner.—According to appearance.

EMPIRE—EM-PIRE. *n. f.* [empire, Fr. imperium, Lat.] Imperial power; supreme dominion; sovereign command. The region over which dominion is extended.—Command over any thing.

EMPIRIC—EM-PIR-IC. *n. f.* [ἐμπειρικός.] A trier or experimenter; such persons as have no true education in, or knowledge of physical practice, but venture upon hearsay and observation only.

EMPIRIC. *adj.* [from the noun.] Verified in experience.—EMPIRICAL. *adj.* Known only by experience; practised only by rote, without rational grounds.

EMPIRICALLY. *adv.* [from empirical.] Experimentally; according to experience.—Without rational grounds; charlatanically; in the manner of quacks.

EMP

EMPIRICISM—EM-PIR-I-CISM. *n. f.* [from empirick.] Dependence on experience without knowledge or art; quackery.

To EMPLA'STER—EM-PLAS-TER. *v. a.* [from ἐμπλάσσειν.] To cover with a plaster.

EMPLA'STIC—EM-PLAS-TIC. *adj.* [ἐμπλαστικός.] Viscous; glutinous; fit to be applied as a plaster.

To EMPLA'D. *v. a.* [from plead.] To indict; to prefer a charge against; to accuse.

To EMPLOY—EM-PLOY. *v. a.* [employer, Fr.] To busy; to keep at work; to exercise.—To use as an instrument.—To use as means.—To use as materials.—To commission; to intrust with the management of any affairs.—To fill up with business.—To pass or spend in business.

EMPLOY. *n. f.* [from the verb.] Business; object of industry.—Public office.

EMPLOYER—EM-PLOY-ER. *n. f.* [from employ.] One that uses or causes to be used.

EMPLOYMENT. *n. f.* [from employ.] Business; object of industry; object of labour.—Business; the state of being employed.—Office; post of business.—Business int ulled.

To EMPOISON—EM-POI-SON. In common discourse the middle syllable is pronounced as if written with an *i* or *y*. See POISON. *v. a.* [empoisonner, Fr.] To destroy by poison; to destroy by venomous food or drugs; to poison.—To taint with poison; to envenom. This is the more usual sense.

EMPOISONER. *n. f.* [empoisonneur, Fr.] One who destroys another by poison.

EMPOISONMENT. *n. f.* [empoisonnement, Fr.] The practice of destroying by poison.

EMPO'RUM—EM-PO-RI-UM. *n. f.* [ἐμπορίον.] A place of merchandise; a mart; a town of trade; a commercial city.

To EMPO'VERISH—EM-POV-ER-ISH. *v. a.* [pauper, Fr.] To make poor; to depauperate; to reduce to indigence.—To lessen fertility.

EMPO'VERISHER. *n. f.* [from impoverish.] One that makes others poor.—That which impairs fertility.

EMPO'VERISHMENT. *n. f.* [from impoverish.] Diminution; cause of poverty; waste.

To EMPO'WER. *v. a.* [from power.] To authorize; to commission; to give power or authority to any purpose.—To give natural force; to enable.

EM'PRESS—EM-PRESS. *n. f.* The queen of an emperor.—A female invested with imperial dignity; a female sovereign.

EMPRISE. *n. f.* [emprise, Fr.] Attempt of danger; undertaking of hazard; enterprise.

EMPTINESS—EMP-TI-NESS. *n. f.* [from empty.] Absence of plenitude; inanity.—The state of being empty.—A void space; vacuity; vacuum.—Want of substance or solidity.—Unsatisfactoriness; inability to fill up the desires.—Vacuity of head; want of knowledge.

EMPTION—EMP-TION. *n. f.* [emptio, Lat.] The act of purchasing; a purchase.

EMPTY—EMP-TY. *adj.* [æmtiz, Sax.] Void; having nothing in it; not full.—Devoid; unfurnished.—Unsatisfactory; unable to fill the mind or desires.—Without any thing

AN ACCURATE NEW
Spelling Dictionary, and Expofitor
OF THE
ENGLISH LANGUAGE,
CONTAINING

A much larger COLLECTION of Modern WORDS than any
Book of the Kind and Price extant:

And fhewing how the fame are to be written correctly, and pronounced properly; with
the different Meanings or Significations of each Word.

TO WHICH IS ADDED,

An entire New DICTIONARY
Of all the Heathen *Gods* and *Goddesses*:

And alfo of the moft illuftrious HEROES treated of by *Homer*, *Virgil*, *Ovid*, and other
ancient Poets: With a fummery Account of their Origin, Defcent, and Exploits, and
how reprefented by Statuaries, Painters, &c.

To the whole is prefixed, A compendious, practical

GRAMMAR of the ENGLISH LANGUAGE.

By A. FISHER,

Author of the *Practical New Englifh Grammar*, the *New Englifh Tutor*, calculated for
the New Method of Teaching Englifh, &c. &c.

The SIXTH EDITION, much improved.

LONDON: Printed for the AUTHOR, and fold by G. G. J. and J. Robinfon, in Patern-
fter-Row; and S. Hodgfon, Newcafle. MDCCCLXXXVIII.

Digitized by Google

E M P

Embroid', *v.* to disturb, to confuse; to distract
 Embryo, *n.* a child distinctly formed; any thing unfinished, or in design
 Emendation, *n.* a correction, an alteration
 Emerald, *n.* a green precious stone
 Emer'ge, *v.* to issue, to rise out of
 Emer'ging, *part.* rising out of the water
 Emer'gency, *n.* a casual event
 Emer'gent, *q.* coming into sight, sudden
 Em'ery, *n.* used in burnishing, an iron ore
 Emeroids, or Emerods, *n.* the piles
 Emer'sion, *n.* a rising out of water
 Emet'ic, or Emetical, *q.* provoking vomits
 Emission, *n.* sparkling, small particles
 Emission, *n.* urine
 Emigrate, *v.* to remove from place to place
 Emigration, *n.* change of habitation
 Em'inance, *n.* height, top, a cardinal's title
 Em'inent, *q.* lofty, remarkable, exalted
 Em'issary, *n.* a messenger, agent, spy
 Emis'sion, *n.* throwing out, vent, shooting
 Emit', *v.* to dart, to let fly, to issue out
 Emmen'agogues, *n.* medicines that promote the courses
 Em'met, *n.* an ant, a pismire
 Emollient, *q.* softening, suppling
 Emolument, *n.* advantage, profit, benefit
 Emotion, *n.* disturbance of mind
 Empale, *v.* to inclose, to hedge in
 Empan'nel, *v.* to settle or call a jury
 Empar'lance, *n.* a petition, motion, conference
 Empas'mas, *n.* a powder against the bad scent of the body
 Em'peror, *n.* a monarch superior to a king
 Em'phasis, *n.* a stress on a word
 Emphat'ic, or Emphatical, *q.* strong, forcible
 Em'pire, *n.* an imperial dominion

E N C

Em'piric, *n.* a pretended physician, a quack
 Empir'icism, *n.* quackery
 Emplat'ic, *q.* viscous, glutinous
 Empléad, *v.* to indict, to bring a charge
 Employ', *v.* to keep at work, to exercise
 Employ', *n.* public office, business
 Employment, *n.* business
 Empórium, *n.* the seat of merchandize
 Empov'erish, *v.* to make poor, to exhaust
 Empov'erishment, *n.* the cause of poverty
 Empow'er, *v.* to authorize, to enable
 Em'press, *n.* a woman with imperial dignity
 Em'ptiness, *n.* vacuity, want of sense
 Emption, *n.* the act of purchasing
 Empt'y, *q.* void, unfinished, ignorant
 Empt'y, *v.* to evacuate, to exhaust
 Empyr'eal, *q.* refined, beyond aerial
 Empyréan, *n.* the heaven that gives heat
 Empyrósis, *n.* conflagration, general fire
 Emulate, *v.* to rival, to resemble, to imitate
 Emulation, *n.* rivalry, contention
 Emulative, *q.* rivalling, emulous
 Emulátor, *n.* a rival, a competitor
 Emul'ge, *v.* to milk out, to empty
 Emul'gent, *q.* milking out, draining out
 Emulous, *q.* desirous to excel
 Emul'sion, *n.* a liquid oily medicine
 Enable, *v.* to make able
 Enact', *v.* to establish, to effect, to perform
 Enal'lage, *n.* a figure, a change of things
 Enam'el, *v.* to inlay with colours
 Enam'el, *n.* the matter used in enamelling
 Enam'eller, *n.* one who enamels
 Enam'our, *v.* to inflame with love
 Enarration, *n.* explanation, explication
 Enatation, *n.* the act of swimming out
 Encage, *v.* to shut up, to coop, to confine

COMPLETE AND UNIVERSAL ENGLISH DICTIONARY ON A NEW PLAN:

INCLUDING NOT ONLY

I. A FULL EXPLANATION of DIFFICULT WORDS and TECHNICAL TERMS in all FACULTIES and PROFESSIONS,

WHETHER IN

ALGEBRA,
ANATOMY,
ARCHITECTURE,
ARITHMETIC,
ASTRONOMY,
BOTANY,
CHEMISTRY,
DIALLING,
DIVINITY,
GARDENING,
GEOGRAPHY,

GEOMETRY,
GRAMMAR,
HERALDRY,
HISTORY,
HUSBANDRY,
HYDROSTATICS,
LAW,
MATHEMATICS,
MECHANICS,
MILITARY ART,
MUSIC,

NATURAL HISTORY,
NAVIGATION,
OPTICS,
PAINTING,
PERSPECTIVE,
PHILOSOPHY,
PNEUMATICS,
POETRY,
RHETORIC,
SCULPTURE,
SURVEYING, &c.

BUT

II. A PRONOUNCING DICTIONARY;

In which the proper SOUNDS of ENGLISH WORDS are given in a Manner so plain and simple, that both NATIVES and FOREIGNERS may correct an IMPROPER, or acquire a RIGHT PRONUNCIATION of the ENGLISH LANGUAGE.

III. The ORIGIN of each WORD; its different MEANINGS or APPLICATIONS explained; and illustrated by AUTHORITIES, and properly ACCENTED; as also followed by INITIAL LETTERS, denoting the PART of SPEECH to which it is appropriated;

IV. The DIFFERENCE between WORDS esteemed SYNONIMOUS pointed out; and the proper Choice of them determined.

V. An EPITOME of the HISTORY of ENGLAND; including every remarkable EVENT from the Time of EGERT to the Conclusion of the PEACE of VERSAILLES in 1763, arranged alphabetically under each KING's Name, and including the Character of each SOVEREIGN, with the State of the ARTS and SCIENCES during his Reign.

VI. An HISTORICAL and GEOGRAPHICAL DESCRIPTION of the various EMPIRES, KINGDOMS, STATES, REPUBLICS, PROVINCES, CITIES, and CHIEF TOWNS of the Known World.

VII. A short ACCOUNT of the PRIMITIVE and MODERN SECTS and DIVISIONS in the CHRISTIAN CHURCH; their OPINIONS and PRACTICES; together with a brief HISTORY of the PROPHETS and APOSTLES.

VIII. An authentic ACCOUNT of the COUNTIES, CITIES, and MARKET TOWNS in ENGLAND, WALES, and SCOTLAND; as also the VILLAGES with FAIRS; the Days on which they are kept according to the NEW-STILE; as well as the CATTLE, GOODS, and Merchandise sold thereat; and the exact Distance from LONDON, carefully corrected from the latest Measurements.

To which are prefixed,

A FREE ENQUIRY into the ORIGIN and ANTIQUITY of LETTERS:

An ESSAY on the ORIGIN and ANTIQUITY of the ENGLISH LANGUAGE:

A Sketch of the CONSTITUTION, GOVERNMENT, and TRADE of ENGLAND:

A New Compendious GRAMMAR of the ENGLISH LANGUAGE:

And to the Whole is added,

An OUTLINE of ANTIENT and MODERN HISTORY;

Including a CHRONOLOGICAL SERIES of REMARKABLE EVENTS, DISCOVERIES and INVENTIONS, from the CREATION to the PRESENT TIME; together with a Complete LIST of the GRECIAN, ROMAN, and ENGLISH CLASSICS.

The Whole comprising several thousand Articles not to be found in any other DICTIONARY.

By the Rev. JAMES BARCLAY,

CURATE of Edmonton, in MIDDLESEX, and many Years MASTER of an ACADEMY in Goodman's-Fields, and at Tottenham;

AND OTHERS.

LONDON:

Printed for RICHARDSON and URQUHART; W. OTTIDGE; H. J. ALDINE,
G. PEARCE; S. LEACROFT; W. GOLDSMITH; J. REW; and T. WILKINSON.

E M E

bing any diseased part with medical liquor; the lotion with which any diseased part is rubbed.

To EMBROIDER, V. A. [Fr.] to border with ornaments; to adorn silk, velvet, or other stuff with ornaments, wrought with a needle, either in gold, silver, silk, or thread of the same colour.

EMBROIDERER, S. one who works a thing with flowers, or other ornaments, of raised needle-work.

EMBROIDERY, S. the enriching with figures wrought with the needle; figures raised or wrought on a ground with a needle. Figuratively, the different colours which adorn the fields in summer.

To EMBROIL, V. A. [Fr.] to disturb; to set persons at variance; to excite quarrels; to involve in confusion and trouble by civil discord and commotion.

EMBRYO, or EMBRYON, S. [Gr.] the first rudiments of an animal which is not come to its state of perfection. In Botany, the grain, or seed of a plant; or the germ or first sprout appearing out of the seed. Figuratively, the state of any thing not finished or come to maturity.

EMENDABLE, Adj. [Lat.] capable of being made better by change or alteration.

EMENDATION, S. [Lat.] the act of making a thing better by alteration, change, or correction; an alteration made in the reading of an author by a critic.

EMENDATOR, S. [Lat.] one who improves, or renders a thing better by alteration or correction; a corrector.

EMERALD, S. [Fr.] in Natural History, a precious stone, usually of a very bright and naturally polished surface, always of a pure and beautiful green, without admixture of any other colour, and of all the various shades from the deepest to the palest.

To EMERGE, V. N. [Lat.] to rise out of any thing with which it is covered, or depressed; to issue, or proceed; to rise from a state of obscurity, distress, or servitude.

EMERGENCE, or EMERGENCY, S. the act of rising from any thing which covers; the act of rising from a state of obscurity and distress; any pressing necessity; a sudden occasion; an unexpected incident.

EMERGENT, Part. [Lat.] rising from that which covers, conceals, obscures, or depresses. Proceeding or issuing from, used with *sem.* Sudden, or pressing, joined to *occlusion*.

EMERODS, S. [corrupted from *hemerodids*] the piles. "Smote them with emerods." 1 Sam. vi.

EMERSION, S. [Lat.] in Physics, the rising of any solid above the surface of a fluid into which it is violently thrust. In Astronomy, the appearance of a star, after its having been obscured by too near an approach to the sun; or after having been

E M O

eclipsed or hid by the interposition of the moon, earth, or other body.

E'MERY, S. [Lat.] in Natural History, an iron ore, of a dusky, brownish red on the surface, used in cleaning and polishing steel, grinding an edge to tools, and by lapidaries to cut their stones with.

EME'TIC, S. [Gr.] a remedy which excites vomiting.

EME'TIC, or EME'TICAL, Adj. having the quality of provoking vomits.

EME'TICALLY, Adv. in such a manner as to provoke to vomit.

EMICA'TION, S. [Lat.] sparkling; flying off in small particles.

EMIC'TION, S. [Lat.] urine.

To EMIGRATE, V. N. [Lat.] to remove from one place to another.

E'MINENCE, or E'MINENCY, S. [Lat.] loftiness; height from the ground upwards; the summit, or highest part of a thing. Figuratively, exaltation; preferment; fame; or the state of being exposed to public view and notice; a supreme or superior degree. A title of dignity and honour, peculiar to cardinals; hence it is used for respect, notice, reverence, or all the submissions due to superior rank.

E'MINENT, Adj. [Lat.] high, lofty, applied to situation. Figuratively, exalted, preferred, or conspicuous on account of place, rank, or merit.

E'MINENTLY, Adv. conspicuously; in such a manner as to attract notice; in a high degree.

EMISSARY, S. [low Lat.] one sent out on private messages; a spy, or secret agent. In Anatomy, that which emits, or sends out; the same as *excretory*.

EMISSION, S. [Lat.] the act of sending out; vent; the act of throwing or drawing a thing, particularly a fluid, from within outwards; the expulsion or ejection of the seed.

To EMIT, V. A. [Lat.] to drive outwards; to dart; to send forth. In Law, to issue out according to the form prescribed.

EMME'NAGOGUES, [*emmenagogue*] S. [Gr.] medicines that promote the menses.

EMMET, S. [Sax.] See ASTR.

EMO'LLIENT, Part or Adj. [Lat.] softening, or rendering pliable.

EMO'LLIENTS, S. in Medicine, such remedies as sheath the acrimony of humours, and at the same time soften and supple the solids.

EMO'LUMENT, S. [Lat.] profit arising from an office or employ; gain, or advantage. *SYNON.* Some persons are so particularly rigid as to condemn all *profit* which has accrued by illicit means. It is low and sordid to be ever led by *love*. We do not always find the greatest honour in offices where there are the greatest *emoluments*.

EMOTION, S. [Fr.] a violent struggle

or

NEW AND COMPLETE
D I C T I O N A R Y
OF THE *J. G.*
ENGLISH LANGUAGE.

IN WHICH

ALL THE WORDS are introduced,
The DIFFERENT SPELLINGS preserved,
The Sounds of the LETTERS occasionally distinguished,

The OBSOLETE and UNCOMMON WORDS supported by AUTHORITIES,
And the DIFFERENT CONSTRUCTION and USES illustrated by EXAMPLES.

TO WHICH IS PREFIXED,

A COMPREHENSIVE GRAMMAR.

By JOHN ASH, LL.D.

Author of GRAMMATICAL INSTITUTES; or, An EASY INTRODUCTION to Dr. LOWTH'S ENGLISH GRAMMAR.

IN TWO VOLUMES.

VOL. I.

L O N D O N:

PRINTED FOR EDWARD AND CHARLES DILLY IN THE POULTRY, AND
R. BALDWIN IN PATER-NOSTER ROW.
MDCCLXXV.

[Price Twelve Shillings bound.]



APPENDIX A: “EMOLUMENT” IN ENGLISH LANGUAGE DICTIONARIES, 1604-1806

E M I

Embu'rse (*v. t. not so common a spelling*) To imburse. *Sc.*
 EME (*s. obsolete, from the Sax. eame*) An uncle. *Spenser.*
 EMEDULLATE (*v. t. from the Lat. e from, and medulla marrow*) To take out the marrow, to take out the pith. *Scott.*
 EMEMBRATE (*v. t. from the Lat. e from, and membrum a member*) To geld, to castrate. *Scott.*
 EMENDABLE (*adj. from the Lat. emendo to mend*) Capable of emendation.
 Emendals (*s. in the inner temple*) Remains, flock in hand.
 Emenda're (*v. t. a law term*) To make amends for any crime or trespass.
 EMENDA'TION (*s. from the Lat. emendo to mend*) An amendment, an alteration by verbal criticism.
 EMENDA'TOR (*s. from the Lat. emendo*) A corrector, one that alters for the better.
 EMERALD (*s. in natural history*) A precious stone of a green colour.
 Emeran'dis (*s. obsolete*) Emeralds. *Chaucer.*
 EMERGE (*v. int. from the Lat. e from, and mergo to plunge*) To rise out of any surrounding element, to issue, to rise from a state of oppression and obscurity.
 Emer'gence (*s. from emerge*) The act of rising from any surrounding element, the act of rising into view; a sudden occasion, a pressing necessity.
 Emer'gency (*s. not so common a word, from emerge*) An emergency.
 Emer'gent (*adj. from emerge*) Rising from any surrounding element, rising into view, sudden, unexpected; getting out of the beams of the sun, becoming visible.
 Emer'gentness (*s. from emergent*) The state of being emergent. *Scott.*
 Emer'ging (*p. a. from emerge*) Rising from any surrounding element, coming into view, rising from oppression or obscurity.
 Em'eril (*s. not so common a spelling*) The emery.
 Em'erion (*s. obsolete*) A merlin, a kind of hawk. *Ch.*
 Em'eroids, Em'eroides (*s. a corruption of hemorrhoids*) The painful swellings of the hemorrhoidal veins, the piles.
 Emer'fed (*adj. from emerge*) Raised up, risen up from a state of oppression or obscurity.
 Emer'sion (*s. from emerge*) The act of rising above the surface of any surrounding fluid, the time when a star emerges from the beams of the sun and becomes visible.
 EM'ERY (*s. from the French esmeril*) A kind of iron ore much used in polishing steel; a glazier's diamond.
 EMET'IC (*adj. from the Greek εμετικόν to vomit*) Having the quality of provoking vomits.
 Emet'ic (*s. in medicine, from the adj.*) A vomit, a medicine to provoke vomiting.
 Emet'ical (*adj. from emetic*) Having the power to promote vomiting.
 Emet'ically (*adv. from emetical*) In such a manner as to provoke a vomit.
 EME'U (*s. in ornithology*) The cassowary.
 Em'forth (*adv. obsolete*) As far as, so far as. *Chaucer.*
 EMICA'TION (*s. from the Lat. e from, and mico to shine*) A sparkling, the act of flying off in shining particles.
 EMIC'TION (*s. from the Lat. e out, and mingo to piss*) Urine, that which is voided by the urinary passages.
 Emid'dis (*adv. obsolete*) In the middle, in the midst of. *Chaucer.*
 EMIGRANT (*adj. from the Lat. e from, and migro to depart*) Departing from a place, wandering.
 Emi'grant (*s. from the adj.*) One who goes out of his own country to reside in another.
 EMIGRATE (*v. int. from the Lat. e from, and migro to depart*) To remove from one place to another.
 Emi'grating (*p. a. from emigrate*) Removing from one place to another.
 Emigra'tion (*s. from emigrate*) A removal, a change of habitation.
 EMILIA (*s.*) The name of a woman.
 EMIMS (*s. from the Heb. signifying a formidable people*) The gigantic inhabitants of Ar in the land of Canaan.
 EMINENCE (*s. from the Lat. e from, and minco to be ready to fall*) The loftiness, the height, the summit, the highest part, exaltation, the place or state of being exposed to view, notice, distinction, supreme degree, the title of a cardinal.
 Emi'nency (*s. from eminence*) Eminence.
 EMINENT (*adj. from the Lat. e from, and minco to be ready to fall*) High, lofty, exalted, dignified, conspicuous, remarkable.
 Eminen'ter (*adv. an academical term*) Eminently. *Scott.*
 Eminen'tial (*adj. in algebra*) Belonging to a kind of arithmetical equation.

E M P

Eminently (*adv. from eminent*) In a high degree, conspicuously.
 EM'IR (*s. with the Turks and Saracens*) A title of dignity.
 E'misphere (*s. an obsolete spelling*) An hemisphere. *Ch.*
 EM'ISSARY (*s. from the Lat. e from, and mitto to send*) One sent on a private message, a spy, a secret agent; one that emits or sends out. *Arbutnot.*
 Emis'sile (*adj. not much used*) Capable of being cast out, capable of being sent out. *Scott.*
 Emis'sion (*s. from emit*) The act of sending out, a vent.
 Emis'sitious (*adj. not much used*) Cast out. *Scott.*
 EMIT (*v. t. from the Lat. e from, and mitto to send*) To send forth, to let go, to give vent to, to let fly, to dart; to issue out judicially.
 Emit'ted (*p. from emit*) Sent forth, darted out, issued judicially.
 Emit'ting (*p. a. from emit*) Sending forth, darting out, issuing judicially.
 EM'MA (*s.*) The name of a woman.
 EMMA'US (*s.*) The name of a place in the neighbourhood of Jerusalem.
 EMMENAGO'GUES (*s. in physic, from the Greek εμμηναγωγός the menses, and αγω to provoke*) Medicines to promote the monthly courses.
 EMMENAI'O'GIA (*s. from the Greek εμμηναία the menses, and λογος a discourse*) A treatise on the emmenia.
 EMMEN'IA (*s. from the Greek*) The menses, the monthly courses of women.
 EM'MET (*s. from the Sax. ænette*) The ant, the pismire.
 Emme'w (*v. t. from mew*) To mew, to coop up.
 Emme'wed (*p. from emew*) Mewed, cooped up.
 Emme'wing (*p. a. from emew*) Cooping up.
 Emmoi'ed (*adj. obsolete*) Comforted. *Col.*
 EM'MOR (*s. from the Heb. signifying an ass*) The name of a man.
 Em'mot (*s. an incorrect spelling*) An emmet, an ant.
 Emmo'tion (*s. not so common a spelling*) An emotion.
 Em'move (*v. t. now grown nearly obsolete*) To rouse, to put into emotion. *Spenser.*
 EMMUSELLE' (*adj. in heraldry*) Muzzled.
 Emmodula'tion (*s. from modulation*) The act of singing in just measure and proportion.
 Emol'id (*adj. not much used*) Soft, tender. *Scott.*
 EMOL'LIENT (*adj. from the Lat. e from, and mollio to soften*) Softening, suppling.
 Emol'lient (*s. from the adj.*) A medicine to soften the asperities of the humours, and relax and supple the solids.
 Emol'liment (*s. not much used*) The act of asswaging, the act of softening, a softening application.
 EMOL'TION (*s. with physicians*) The act of softening, a relaxation. *Bacon.*
 EMOL'UMENT (*s. from the Lat. emolumentum*) An advantage, a profit.
 Emong', Emong'is (*prep. obsolete*) Amongst. *Chaucer.*
 Emong', Emongis (*adv. obsolete*) Commonly, sometimes, now and then. *Chaucer.*
 Emong', Emong'is (*conj. obsolete*) Likewise, also. *Ch.*
 Emong'it (*prep. obsolete*) Among. *Spenser.*
 Em'ony (*s. with florists, an incorrect spelling*) The anemony.
 EMO'TION (*s. from the Lat. e from, and moveo to move*) A disturbance of mind, a vehemence of passion good or bad.
 Empai're (*v. t. an obsolete spelling*) To impair. *Chaucer.*
 Empairment (*s. obsolete*) A damage, a hurt. *Chaucer.*
 Empair'in (*v. t. obsolete*) To impair, to damage. *Ch.*
 EMPA'LE (*v. t. from the French empaler*) To fence with pales, to fortify, to inclose, to shut in, to put to death by spitting the body on a stake or pole set upright.
 Empa'led (*p. from empale*) Fenced with pales, inclosed, fortified, put to death by being spitted on a pole.
 Empa'lement (*s. in antiquity*) An ancient and barbarous kind of punishment in which a sharp pole was thrust up the fundament.
 Empa'lement (*s. in botany*) The calyx, that part which surrounds and supports the petals or flower leaves of a plant.
 Empa'ling (*p. a. from empale*) Fencing with a pole, fortifying, inclosing, putting to death by spitting the body on a pole.
 Empan'nel (*v. t. from pannel*) To summon to serve on a jury, to swear in a jury.
 Empan'nel (*s. from pannel*) The list of jurors summoned to appear in a court of judicature.
 Empan'neled (*p. from empannel*) Summoned to serve on a jury, sworn to serve on a jury.

THE ROYAL STANDARD
ENGLISH DICTIONARY



IN WHICH

The Words are not only rationally divided into Syllables, accurately accented, their Part of Speech properly distinguished, and their various Significations arranged in one line; But likewise, by

A KEY TO THIS WORK, *N. 65.*
COMPRISING

The various Sounds of the Vowels and Consonants, denoted by typographical characters, and illustrated by Examples which render it intelligible to the weakest capacity,

L. 88. IT EXHIBITS THEIR
TRUE PRONUNCIATION,

ACCORDING TO THE PRESENT PRACTICE OF
MEN of LETTERS, EMINENT ORATORS, and POLITE SPEAKERS in LONDON;
UPON A PLAN
PERFECTLY PLAIN, and ENTIRELY NEW.

TO WHICH IS PREFIXED,
A COMPREHENSIVE GRAMMAR of the ENGLISH LANGUAGE.

By W. PERRY, Master of the Academy Edinburgh, Author of *The Man of Business*, and *Gentleman's Assistant*, and of *The only Sure Guide to the English Tongue*.

EDINBURGH:

Printed for the Author, by DAVID WILLISON; and sold by J. WILKIE, T. EVANS, and J. MURRAY, London; A. DONALDSON, J. BELL, W. CREECH, J. DICKSON, C. ELLIOT, R. JAMIESON, Edinburgh; W. CHARNLEY, Newcastle; C. ETHERINGTON, York; NORTON, Bristol; FREDERICK, Bath; and by the Author. (Price bound Three Shillings.)

M.DCC.LXXV.

Digitized by Google

E M B

Ěm-ăn'cî-pâ'tion, *f.* a deliverance from slavery
 Ěm-ăs'cu-lâte, *v. a.* to castrate, to effeminate
 Ěm-ăs'cu-lâ'tion, *f.* castration, effeminacy
 Ěm-băle', *v. a.* to bind up, to inclose in a bundle
 Ěm-bălm', *v. a.* to impregnate with spices
 Ěm-bălm'ér, *f.* one who preserves bodies by embalming
 Ěm-băr', *v. a.* to block up, to shut in, to hinder
 Ěm-băr'gō, *f.* a prohibition to pass or sail
 Ěm-băr'k', *v. a. & n.* to put or go on shipboard
 Ěm-băr-kâ'tion, *f.* a putting or going on shipboard
 Ěm-băr'răs', *v. a.* to distress, entangle, perplex
 Ěm-băr'răs'-mënt, *f.* entanglement, perplexity
 Ěm-băr'fa-dōūr, *f.* See *Ambassadour*
 Ěm'băr'fage, } *f.* a public or solemn message
 Ěm'băr'fy, }
 Ěm-băt'tle, *v. a.* to arrange in order of battle
 Ěm-běl'lîsh, *v. a.* to adorn, beautify, decorate
 Ěm-běl'lîsh-mënt, *f.* ornament, decoration, adornment
 Ěm'bér's, *f. pl.* hot cinders (ventitious beauty)
 Ěm-běz'zle, *v. a.* to steal privately, to waste
 Ěm-běz'zle-mënt, *f.* misapplication of a trust
 Ěm-blăze', *v. a.* to adorn, to blazon
 Ěm'blēm, *f.* a moral device, typical designation
 Ěm'blēm, *v. a.* to represent allusively (tative)
 Ěm-ble-măt'ic-ăl, *a.* allusive, occultly representing
 Ěm-ble-măt'ic-ăl-ly, *ad.* allusively (blems)
 Ěm-blēm'ăt-îst, *f.* a writer or inventor of emblems
 Ěm'ból'îsm, *f.* time inserted, intercalation
 Ěm-bōs', *v. a.* to adorn with rising work
 Ěm-bōs'îng, *f.* the art of making figures in *relievo*
 Ěm-bōs'mënt, *f.* rising work, relief
 Ěm-bōw'el, *v. a.* to take out the intrails
 Ěm-brăce', *v. a.* to squeeze in kindness, welcome
 Ěm-brăce', Ěm-brăce'mënt, *f.* a clasp, a hug
 Ěm-bră'şüre, *f.* opening in a wall, a battlement
 Ěm'bro-câte, *v. a.* to foment a part diseased
 Ěm'bro-căt-ion, *f.* fomentation, act of rubbing

E M P

119

Ěm-brōid'ér, *v. a.* to adorn with figured work
 Ěm-brōid'ér-ér, *f.* one who embroiders
 Ěm-brōid'ér-y, *f.* variegated needle work
 Ěm-brōîl', *v. a.* to confuse, distract, disturb
 Ěm-brôt'hél, *v. a.* to inclose in a brothel
 Ěm'brÿ-o, *f.* a child indistinctly formed, any thing unfinished
 Ěm-bŭrse', *v. a.* to restore money owing
 Ěm-ĕn-dâ'tion, *f.* an alteration, a correction
 Ěm'ĕ-răld, *f.* a green precious stone (in view)
 Ě-mérge', *v. n.* to rise out of, to issue, to come
 Ě-mér'g'ence, *f.* a rising out of, sudden occasion
 Ě-mér'g'ent, *a.* coming to sight, sudden
 Ěm'ér-oîds, Ěm'ór-rhoides, *f.* the piles
 Ě-mér'sion, *f.* the time when a star, having been observed by its too near approach to the sun, appears again
 Ě-mët'ic, *a.* provoking vomits
 Ě-mët'ic-ăl-ly, *ad.* in such a manner as to provoke to vomit
 Ě-mîction, *f.* urine (another)
 Ěm'î-grâte, *v. n.* to remove from one place to another
 Ěm'î-grăt-ion, *f.* change of habitation
 Ěm'în-ĕnce, *f.* height, top, a cardinal's title
 Ěm'în-ĕnt, *a.* exalted, high, lofty, remarkable
 Ěm'în-ĕnt-ly, *ad.* in a high degree, conspicuously
 Ěm'îf-să-ry, *f.* a secret agent, a spy
 Ě-mîs'sion, *f.* a throwing out, vent, shooting
 Ě-mî't', *v. n.* to issue out, to dart, to let fly
 Ěm'mët, *f.* an ant, a pismire
 Ě-mōl'lî-ĕnt, *a.* softening, suppling
 Ě-mōl'lî-tion, *f.* the act of softening
 Ě-mōl'u-mënt, *f.* advantage, profit
 Ěm-pălc', *v. a.* to fence in, to fortify, to inclose, to put to death by spitting on a stake fixed upright
 Ěm-păn'něl, *f.* the schedule of a jury
 Ěm-păn'něl, *v. a.* to summon to serve on a jury

Digitized by Google

A CRITICAL
PRONOUNCING DICTIONARY
Catharine Futerell 1796
AND EXPOSITOR OF THE
ENGLISH LANGUAGE.

IN WHICH

Not only the Meaning of every Word is clearly explained, and the Sound of every Syllable distinctly shown, but where Words are subject to different Pronunciations, the Reasons for each are at large displayed; and the preferable Pronunciation is pointed out.

TO WHICH ARE PREFIXED,

PRINCIPLES OF ENGLISH PRONUNCIATION;

IN WHICH

The Sounds of Letters, Syllables, and Words, are critically investigated, and systematically arranged; the Rules for Pronouncing are so classed and disposed as to be easily applicable to the most difficult Words; and the Analogies of the Language are so fully shown as to lay the Foundation of a consistent and rational Pronunciation.

LIKEWISE

RULES to be observed by the NATIVES of SCOTLAND, IRELAND, and LONDON,
for avoiding their respective Peculiarities; and
DIRECTIONS to FOREIGNERS for acquiring a Knowledge of the Use of this Dictionary.

THE WHOLE INTERSPERSED WITH
OBSERVATIONS, PHILOLOGICAL, CRITICAL, AND GRAMMATICAL.

By JOHN WALKER,

Author of ELEMENTS of ELOCUTION, RHYMING DICTIONARY, MELODY of SPEAKING DELINEATED, &c. &c.

Quare, si fieri potest, & verba omnia, & vox, hujus alumnus urbis oleant: ut oratio Romana plane videatur, non civitate donata.
QUINTILIAN.

LONDON:

Sold by G. G. J. and J. ROBINSON, Paternoster Row; and T. CADELL, in the Strand.

M.DCC.XCI.

Digitized by Google

EMI

EMP

EMP

(546). — Fâte, fâr, fâll, fât ; — mê, mêt ; — plne, pln ; —

EMBROCATION, êm-brô-kâ'shôn. f.
The act of rubbing any part diseased with medicinal liquors; the lotion with which any diseased part is washed.

TO EMBROIDER, êm-brôê'dôr. v. a.
To border with ornaments, to decorate with figured work.

EMBROIDERER, êm-brôê'dôr-ûr. f.
One that adorns clothes with needlework.

EMBROIDERY, êm-brôê'dôr-ê. f.
Figures raised upon a ground, variegated needlework; variegation, diversity of colours.

TO EMBROIL, êm-brôîl'. v. a.
To disturb, to confuse, to distract.

TO EMBROTH, êm-brôth'êl. v. a.
To inclose in a brothel.

EMBRYO, êm'brê-ô. } f.
EMBRYON, êm'brê-ôn. } f.
The offspring yet unfinished in the womb; the state of any thing yet not fit for production, yet unfinished.

EMENDABLE, ê-mên'dâ-bl. a.
Capable of emendation, corrigible.

EMENDATION, êm-ên-dâ'shôn. f.
(530). Correction, alteration of any thing from worse to better; an alteration made in the text by verbal criticism.

EMENDATOR, êm-ên-dâ'tôr. f. (521)
A corrector, an improver.

EMERALD, êm'ê-râld. f.
A green precious stone.

TO EMERGE, ê-mêrje'. v. n.
To rise out of any thing in which it is covered; to rise, to mount from a state of oppression or obscurity.

EMERGENCE, ê-mêr'jênse. } f.
EMERGENCY, ê-mêr'jên-sê. } f.
The act of rising out of any fluid by which it is covered; the act of rising into view; any sudden occasion, unexpected casualty; pressing necessity.

EMERGENT, ê-mêr'jênt. a.
Rising out of that which overwhelms and obscures it; rising into view or notice; proceeding or issuing from any thing; sudden, unexpectedly casual.

EMERODES, êm'êr-ôîdz. f.
Painful swellings of the hemorrhoidal veins, piles, properly *hemorrhoids*.

EMERSION, ê-mêr'shôn. f.
The time when a star, having been obscured by its too near approach to the sun, appears again.

EMERY, êm'êr-ê. f.
Emery is an iron ore. It is prepared by grinding in mills. It is useful in cleaning and polishing steel.

EMETICAL, ê-mêt'ê-kâl. } a.
EMETICK, ê-mêt'ik. } a.
Having the quality of provoking vomits.

EMETICALLY, ê-mêt'ê-kâl-ê. ad.
In such a manner as to provoke to vomit.

EMICATION, êm-ê-kâ'shôn. f. (530)
Sparkling, flying off in small particles.

EMICTION, ê-mîk'shôn. f.
Urine.

TO EMIGRATE, êm'mê-grâte. v. n.
To remove from one place to another.

EMIGRATION, êm-ê-grâ'shôn. f.
(530) Change of habitation.

EMINENCE, êm'ê-nênse. } f.
EMINENCY, êm'ê-nên-sê. } f.
Lofsness, height; summit, highest part; exaltation, conspicuousness, reputation, cele-

brity; supreme degree; notice, distinction; a title given to cardinals.

EMINENT, êm'ê-nênst. a.
High, lofty; dignified, exalted; conspicuous, remarkable.

EMINENTLY, êm'ê-nênst-lê. ad.
Conspicuously, in a manner that attracts observation; in a high degree.

EMISSARY, êm'îf-sâr-rê. f.
One sent out on private messages, a spy, a secret agent; one that emits or sends out.

EMISSION, ê-mîsh'ôn. f.
The act of sending out, vent.

TO EMIT, ê-mît'. v. a.
To send forth; to let fly, to dart; to issue out juridically.

EMMET, êm'mît. f.
An ant, a pismire.

TO EMMEW, êm-mû'. v. a.
To mew or coop up.

EMOLLIENT, ê-môl'yênt. a.
Softening, suppling.

EMOLLIENTS, ê-môl'yênts. f.
Such things as stretch and soften the asperities of the humours, and relax and supple the solids.

EMOLLITION, êm-môl-lîsh'ôn. f.
The act of softening.

EMOLUMENT, ê-môl'û-mênt. f.
Profit, advantage.

EMOTION, ê-mô'shôn. f.
Disturbance of mind, vehemence of passion.

TO EMPALE, êm-pâlê'. v. a.
To fence with a pale; to fortify; to inclose, to shut in; to put to death by spitting on a stake fixed upright.

EMPANNEL, êm-pân'nêl. f.
The writing or entering the names of a jury into a schedule by the sheriff, which he has summoned to appear.

TO EMPANNEL, êm-pân'nêl. v. a.
To summon to serve on a jury.

TO EMPASSION, êm-pâsh'ôn. v. a.
To move with passion, to affect strongly.

TO EMPEOPLE, êm-pê'pl. v. a.
To form into a people or community.

EMPERESS, êm'pê-rêz. f.
A woman invested with imperial power; the queen of an emperor.

EMPEROR, êm'pêr-ûr. f.
A monarch of title and dignity superior to a king.

EMPERY, êm'pêr-ê. f.
Empire, sovereign command. A word out of use.

EMPHASIS, êm'fâ-sîs. f.
A remarkable stress laid upon a word or sentence.

EMPHATICAL, êm-fât'ik-âl. } a.
EMPHATICK, êm-fât'ik. } a.
Forceful, strong, striking.

EMPHATICALLY, êm-fât'ik-âl-ê. ad.
Strongly, forcibly, in a striking manner.

TO EMPIERCE, êm-pêrse'. v. a. (250)
To pierce into, to enter into by violent appetite.—See *Pierce*.

EMPIRE, êm'pîrê. f. (140).
Imperial power, supreme dominion; the region over which dominion is extended; command over any thing.

¶ I have differed from Mr. Sheridan in the pronunciation of the last syllable of this word; as I think the long sound of i is more agreeable to the ear, as well as to the best usage, though I confess not so analogical as the short i.

EMPIRICK, êm'pê-rîk. f.
A trier or experimenter, such persons as have no true knowledge of physical practice, but venture upon observation only; a quack.

EMPIRICAL, êm-pîr'ê-kâl. } a.
EMPIRICK, êm-pîr'ik. } a.
Versed in experiments; known only by experience, practised only by rote.

EMPIRICALLY, êm-pîr'ê-kâl-lê. ad.
Experimentally, according to experience; without rational grounds; in the manner of a quack.

EMPIRICISM, êm-pîr'ê-sîzm. f.
Dependence on experience without knowledge or art, quackery.

EMPLASTER, êm-plâs'tûr. f.
An application to a sore of an oleaginous or viscous substance spread upon cloth.

TO EMPLASTER, êm-plâs'tûr. v. a.
To cover with a plaster.

EMPLASTICK, êm-plâs'tîk. a.
Viscous, glutinous.

TO EMPLEAD, êm-plêde'. v. a.
To indict, to prefer a charge against.

TO EMPLOY, êm-plôê'. v. a.
To busy, to keep at work, to exercise; to use as an instrument; to commission, to intrust with the management of any affairs; to fill up with business; to pass or spend in business.

EMPLOY, êm-plôê'. f.
Business, object of industry; publick office.

EMPLOYABLE, êm-plôê'-â-bl. a.
Capable to be used, proper for use.

EMPLOYER, êm-plôê'-ûr. f.
One that uses, or causes to be used.

EMPLOYMENT, êm-plôê'-mênt. f.
Business, object of industry; the state of being employed; office, post of business.

TO EMPOISON, êm-pôê'z'n. v. a.
To destroy by poison, to destroy by venomous food or drugs; to taint with poison, to envenom.

EMPOISONER, êm-pôê'z'n-ûr. f.
One who destroys another by poison.

EMPOISONMENT, êm-pôê'z'n-mênt. f.
The practice of destroying by poison.

EMPORETICK, êm-pô-rêt'ik. z.
That which is used at markets, or in merchandize.

EMPORIUM, êm-pô'rê-ûm. f.
A place of merchandise, a mart, a commercial city.

TO EMPOVERISH, êm-pôv'êr-îsh. v. a.
To make poor, to reduce to indigence, to lessen fertility.

¶ This word, before Dr. Johnson's Dictionary was published, was always written *impovertish*; nor since he has reformed the orthography do we find any perceptible difference in the sound of the first syllable, except in solemn speaking; in this case, we must undoubtedly preserve the *e* in its true sound.—See *Emba m*.

EMPOVERISHER, êm-pôv'êr-îsh-ûr. f.
One that makes others poor; that which impairs fertility.

EMPOVERISHMENT, êm-pôv'êr-îsh-mênt. f.
Diminution, cause of poverty, waste.

TO EMPOWER, êm-pôû'ûr. v. a.
To authorize, to commission; to enable.

EMPRESS, êm'prêz. f.
The queen of an emperor; a female invested with imperial dignity, a female sovereign; properly *Emperech*.

EMPRISE, êm-prîze'. f.

A COMPLETE
DICTIONARY
OF THE
ENGLISH LANGUAGE,
Both with regard to SOUND and MEANING:
One main Object of which is, to establish a plain and permanent
STANDARD of PRONUNCIATION.
TO WHICH IS PREFIXED
A PROSODIAL GRAMMAR.

By THOMAS SHERIDAN, A.M.

QUO MINUS SUNT FERENDI QUI HANC ARTEM UT TENUEM AC JEJUNAM
CAVILLANTUR; QUÆ NISI ORATORI FUTURO FUNDAMENTA FIDELITER JE-
CERIT, QUICQUID SUPERSTRUXERIS, CORRUET. NECESSARIA PUERIS, JU-
CUNDA SENIBUS, DULCIS SECRETORUM COMES; ET QUÆ VEL SOLA, OMNI
STUDIORUM GENERE, PLUS HABET OPERIS, QUAM OSTENTATIONIS.

QUINCT. L. I. C. 4.

THE THIRD EDITION,
Revised, Corrected, and Enlarged by the AUTHOR.

IN TWO VOLUMES.
VOL. I.

L O N D O N:

PRINTED FOR CHARLES DILLY, IN THE POULTRY.

MDCCXC.

E M I

To EMBROTHEL, ɛm-bròth'-h. v. a. To inclose in a brothel.

EMBRYO, ɛm-bryò'. } f. The off-
EMBRYON, ɛm'-bryón. } spring yet unfinished in the womb; the state of any thing yet not fit for production, yet unfinished.

EMENDABLE, ɛ-mèn'-dàhl. a. Capable of emendation, corrigible.

EMENDATION, ɛ'-mèn-dà"-shùn. f. Correction, alteration of any thing from worse to better; an alteration made in the text by verbal criticism.

EMENDATOR, ɛ'-mèn-dà"-tòr. f. A corrector, an improver.

EMERALD, ɛm'-è-ràld. f. A green precious stone.

To EMERGE, ɛ-mérj'e. v. n. To rise out of any thing in which it is covered; to rise, to mount from a state of oppression or obscurity.

EMERGENCE, ɛ-mér'-jènse. } f.
EMERGENCY, ɛ-mér'-jèn-fý. } f. The act of rising out of any fluid by which it is covered; the act of rising into view; any sudden occasion, unexpected casualty; pressing necessity.

EMERGENT, ɛ-mér'-jènt. a. Rising out of that which overwhelms and obscures it; rising into view or notice; proceeding or issuing from any thing; sudden, unexpectedly casual.

EMEROIDS, ɛm'-roidz. f. Painful swellings of the hemorrhoidal veins, piles.

EMERSION, ɛ-mér'-shùn. f. The time when a star, having been obscured by its too near approach to the sun, appears again.

EMERY, ɛm'-èr-ý. f. Emery is an iron ore. It is prepared by grinding in mills. It is useful in cleaning and polishing steel.

EMETICAL, ɛ-mét'-l-kál. } a. Having
EMETICK, ɛ-mét'-ik. } the quality of provoking vomits.

EMETICALLY, ɛ-mét'-l-kál-ý. ad. In such a manner as to provoke to vomit.

EMICATION, ɛ'-mì-ká"-shùn. f.

E M P

Sparkling, flying off in small particles.

EMICTION, ɛ'-mìk'-shùn. f. Urine.

To EMIGRATE, ɛm'-mý-gráte. v. n. To remove from one place to another.

EMIGRATION, ɛ'-mì-grá"-shùn. f. Change of habitation.

EMINENCE, ɛm'-ý-nènsè. } f.
EMINENCY, ɛm'-ý-nèn-fý. } f. Loftiness, height; summit, highest part; exaltation, conspicuousness, reputation, celebrity; supreme degree; notice, distinction; a title given to cardinals.

EMINENT, ɛm'-ý-nènt. a. High, lofty; dignified, exalted; conspicuous, remarkable.

EMINENTLY, ɛm'-ý-nènt-lý. ad. Conspicuously, in a manner that attracts observation; in a high degree.

EMISSARY, ɛm'-ìf-sér-rý. f. One sent out on private messages, a spy, a secret agent; one that emits or sends out.

EMISSION, ɛ-mìsh'-ùn. f. The act of sending out, vent.

To EMIT, ɛ-mít'. v. a. To send forth; to let fly, to dart; to issue out juridically.

EMMET, ɛm'-mít. f. An ant, a pismire.

To EMMEW, ɛm-mù'. v. a. To mew or coop up.

EMOLLIENT, ɛ-mòl'-lyènt. a. Softening, suppling.

EMOLLIENTS, ɛ-mòl'-lyènts. f. Such things as sheath and soften the asperities of the humours, and relax and supple the solids.

EMOLLITION, ɛ-mòl'-lìsh'-ùn. f. The act of softening.

EMOLUMENT, ɛ-mòl'-ù-mènt. f. Profit, advantage.

EMOTION, ɛ-mò'-shùn. f. Disturbance of mind, vehemence of passion.

To EMPALE, ɛm-pá'le. v. a. To fence with a pale; to fortify; to inclose, to shut in; to put to death by spitting on a stake fixed upright.

EMPANNEL, ɛm-pàn'-nìl. f. The writing or entering the names of a

ENGLISH ETYMOLOGY;
OR, A
DERIVATIVE DICTIONARY
OF THE
ENGLISH LANGUAGE:
IN TWO ALPHABETS,

Tracing the ETYMOLOGY of those ENGLISH WORDS, that are derived

- I. From the GREEK, and LATIN Languages;
- II. From the SAXON, and other *Northern* Tongues.

THE WHOLE COMPILED FROM

VOSSIUS,	SKINNER,
MERIC CASAUBON,	VERSTEGAN,
SPELMAN,	RAY,
SOMNER,	NUGENT,
MINSHEW,	UPTON,
JUNIUS,	CLELAND,

AND OTHER ETYMOLOGISTS.

By the Reverend GEORGE WILLIAM LEMON,

Rector of *Geytontorpe*, and Vicar of *East Walton*, NORFOLK.

Multa renascentur, quæ jam cecidère; cadentque,
Quæ nunc sunt in honore *vocabula*; si volet usus;
Quem penes arbitrium est, et jus, et norma loquendi. ART. POET. 70.

Etymologia continet autem in se multam eruditionem; siue illa ex *Græcis* orta tractemus, *quæ sunt plurima*, præcipueque *Æolicâ* ratione (cui est *sermo noster* simillimus) siue ex *historiarum veterum* notitiâ nomina *Hominum*, (*Rerum*) *Locorum*, *Gentium*, *Urbium* requiramus.

QUINTILIAN. Cap. I. Sec. 6.

L O N D O N :

Printed for G. ROBINSON, in PATER-NOSTER ROW.

M.DCC.LXXXIII.

E M

From GREEK, and LATIN.

E N

quædam variatio, dum digitis fortimur, apparet, micare digitis, accipe pro digitis fortiri; λαγχανω.

E-MINENCE; Μνημι, moneo; unde minor, minæ; to admonish, advise, threaten; to lift up, raise up in a threatening manner: hence mineo, and immineo, signify hanging ready to fall: and emineo, eminens, and eminentia, signify excellence; the standing, or shewing himself above others.

E-MOLUMENT; Μολα, mola; a mill; molo; to grind; emolo; to grind thoroughly; unde emolumentum, profit gotten properly by grist, or whatever is ground at the mill: hence used to signify any advantage, or gain.

EM-PEROR; Πηρω, Πηρω, tento, paro; unde impero; ab in, intensivâ particulâ; et paro; quasi statim paro, vel prorsus paro; to command with authority, to bid immediately into action:—Ciel. Way. 81, n, says, that “the Latins and Romans took their word *imperator* from the Celtic imb, or bough of command; it answers to our staff-officer; it was the antient truncheon, and sceptre: contumacy was called *the flight of the imb*:”—and in p. 26, he tells us, that limb signifies a bough, branch, or wand; consequently they are the same, and may be Gr.: see LIMB. Gr.

EM-PHASIS; Εμφασις, Εμφαίνω, represento: R. Φαίνω, luco, appareo: Nug.”—there is likewise another sense of this word in our lang. though the Dr. has not taken notice of it; viz. a stress, an energy of expression; expressa rei significatio; quum verbis inest tacita quædam vis et significatio; and consequently cannot be uttered without some particular effort: à Φαω, Φημι, dico; for, fatus; quasi phatus; unde emphasis; to utter, speak, pronounce distinctly, and with grace.

EM-PIRIC; Εμπειρικός, empiricus; qui solum ex experientiâ aliquid trahat; a physician, or rather quack, who has no other knowledge than experience: R. Πηρα, enterprize, experience: Nug.”—unde Πηρω, Πηρω, tento, nitor, conor; to make desperate attempts on the human constitution, for the sake of gaining experience.

EM-PLOY; Εμπολη, quod sibi aliquis emit, vel comparavit; merces, onera; traffic, merchandise: by metath. employ à Πωλω, vendo; to sell, to set to sale: others derive it ab impleo, as it were to fill one's time; and that from Πληος, plenus; full: Nug.”—perhaps it might more naturally be derived ab Εμπλεκω, implico; to bend, or enfold; to occupy, or busy one's self in any action; to be intent at work; to wrap up in business.

EM-PORIUM, Εμποριον, emporium, quasi enforium; forum nundinarium; locus ad mercaturam exercendam aptus; a mart, market, fair, or exchange: R. Εμπορος, mercator; a merchant: though we might rather suppose the real root was Πωλω, vendo; to buy and sell; because we often find the ρ and λ, interchanging.

EMPTION, Εμοε, quasi Εμον ποιω, metum facio; unde emo, emptio; a buying, purchasing; and thereby making any thing one's own.

EMPTY; Ελος, intus; within; the negative compound Αελος, non intus; not within; inanis, vacuus; void, vacant, nothing within.

EM-PYRÆAN; Εμπυρειω, vel Εμπυρω, incendo, inflammo; calum empyræum; the brightest heaven; most resplendent, most illumined: R. Πυρ, ignis; fire; meaning the fires of heaven; i. e. the stars.

EMULATION, Αμιλλαομαι, contendo, æmulo; to strive, contend, rival: R. Αμιλλα, certamen, studium; earnestness, desire of glory: Vossius quotes Meckerhus for deriving æmulus ab Αιμυλος;—sed nimis sane abit significatio, adds he; nam Αιμυλος est lepidus, festivus: censeo igitur æmulari esse ab Αμιλλᾶν, certare; as above.

E-MULSION, Αμειλω, mulgeo, emulgeo; to milk; to stroke gently; also an easy, softening medicine.

E-MUNCTORY; Απομυξια, quod emungendo detrahimus; emunctus, emunctorius; certain kernelly, or glandular parts, by which the principals discharge their superfluities.

ENA-MEL; Μελω, liquefacio: Fr. Gall. email, emailer; seu encausto obducere, quia encaustum liquando illinitur; to refine, and purify metals by melting them, and then pouring those encaustics over other metals, and thereby causing a vitrification: see SMELTING, and IN-A-MEL, Gr.

EN-CHEIRIDION; Εγχειριδιον, encbiridium; a manual, or portable volume; a pocket book; to be constantly in the hand: R. Χειρ, manus; the hand.

EN-CLITIC, Εγκλιτικός, encliticus; qui inclinari potest; sive qui accentum in vocem præcedentem reclinat, vel rejicit; a conjunction added to another, which then throws its accent on that word: R. Εν, in; et Κλινω, reclino; to recline.

EN-COMIUM, Εγκωμιον, encomium, præconium; an oration, or praise.

EN-CROACHMENT: all our etymol. agree, that this word is derived from Fr. Gall. encrocher, unde accrocber, accrocement, crochûre; and that they all originate from croc; uncus: to encroach, enim est quasi unco injecto remorari, retardare, sibi intrudere, intrudere, sensim invadere, intercludere, proterminare, irreperere:—so many significations could they find for this word; and yet could not find that croc must originate from the same root with crooked; for croc signifies uncus, vel bamus; we have therefore only to trace out the word crooked, and then every thing will be plain; which has been done under the art. CROOK: Gr.

EN-CYCLO-PÆDY, Εγκυκλοπαιδεια, encyclopædia; disciplinarum orbis, sive complexus; a circle, or compendium of sciences: R. Εν, κυκλος, circulus; et Παιδεια, disciplina.

Y 2

END;

A NEW
SPELLING, PRONOUNCING, AND EXPLANATORY
DICTIONARY
OF **N OGLE BOLIER**
THE ENGLISH LANGUAGE;

CONTAINING,

- | | |
|--|---|
| <p>I. The words printed according to their true ORTHOGRAPHY, with the ACCENTED VOWEL or CONSONANT marked in each, and the PART OF SPEECH added to which each word belongs.</p> | <p>they are pronounced; and showing, in the most simple and easy manner, the PROPER SOUND of every LETTER, without disfiguring the words or altering their orthography.</p> |
| <p>II. The words REPRINTED, divided accurately as</p> | <p>III. The VARIOUS SIGNIFICATIONS of each word.</p> |

TO WHICH IS PREFIXED,

AN INTRODUCTORY ESSAY, IN THREE PARTS.

1. ELEMENTS OF ENGLISH PRONUNCIATION.—2. ELEMENTS OF ELOCUTION, OR THE DELIVERY OF LANGUAGE.—3. ELEMENTS OF ENGLISH GRAMMAR.

WITH AN APPENDIX,

CONTAINING AN ACCOUNT OF THE HEATHEN GODS AND GODDESSES, ANCIENT HEROES, &c. A TABLE OF REMARKABLE OCCURRENCES FROM THE CREATION; AND A LIST OF CELEBRATED WRITERS.

The whole forming an agreeable and valuable Companion for the Youth of both Sexes, and particularly calculated for the Improvement of Natives and Foreigners in the proper Speaking and Writing of the English Language.

BY WILLIAM SCOTT,

Teacher of English Reading, and Compiler of Lessons of Elocution, &c.

CORK:

PRINTED BY HALY AND BOLSTER,

WHOLESALE BOOK PRINTERS, NORTH-STREET, MERCHANTS'-QUAY.

1810.

160

EMB

EMP

lad¹ lade² met³ mete⁴ fin⁵ fine⁶ hop⁷ hope⁸ cul⁹ cube¹⁰ far¹¹ call¹² fall¹³

Ely/sium, *s.* e¹ly¹si¹um¹, the heaven of the heathens
Ema/ciate, *v.* e¹ma¹ci¹ate¹, to lose flesh, waste, pine
Ema/nant, *a.* e¹ma¹nan¹t¹, issuing or proceeding from
Ema/na'tion, *s.* e¹ma¹na¹'tion¹, the act of issuing, what proceeds [slavery
Ema/ncipate, *v.* e¹man¹ci¹pate¹, to set free from
Ema/ncipa'tion, *s.* e¹man¹ci¹pa¹'tion¹, a deliverance from slavery [minate
Ema'sculate, *v.* e¹mas¹cu¹late¹, to castrate, to effe-
Ema'scula'tion, *s.* e¹mas¹cu¹la¹'tion¹, a castration, effeminacy
Emba/lm, *v.* em¹ba¹lm¹, to preserve dead bodies
Emba/lmer, *s.* em¹ba¹lm¹er¹, one who embalms [stop
Embar/go, *s.* em¹bar¹go¹, a prohibition to sail; *v.* to
Embar'k, *v.* em¹bar¹k¹, to put or go on shipboard
Embarka'tion, *s.* em¹ba¹'ka¹tion¹, a putting or go- ing on shipboard [distress
Embar'ass, *v.* em¹bar¹ras¹, to perplex, entangle,
Embar'rasment, *s.* em¹bar¹ras¹'ment¹, perplexity, distress, trouble [lic message
Embas'sadour, *s.* em¹bas¹'sa¹dour¹, one sent on a pub-
Em'bassee, *s.* em¹bas¹'see¹, *s.* em¹bas¹'sage¹, sy¹, a pub- lic message [battle
Embat'tle, *v.* em¹bat¹'tle¹, to arrange in order of
Embel'lish, *v.* em¹bel¹'lish¹, to adorn, beautify, set off [coration
Embel'lishment, *s.* em¹bel¹'lish¹'ment¹, or nament, de-
Em'bers, *s.* em¹ber¹'s, hot cinders or ashes
Embez'zle, *v.* em¹bez¹'zle¹, to steal privately
Embez'zlement, *s.* em¹bez¹'zle¹'ment¹, a misapplying a trust [tution
Emblem, *s.* em¹blem¹, a moral device, a represen-
Emblemat'ical, *a.* em¹ble¹ma¹'ti¹cal¹, allusive, using emblems
Emblemat'ically, *ad.* em¹ble¹ma¹'ti¹cal¹ly¹, allusively
Emboss, *v.* em¹boss¹, to adorn with rising work, to enclose
Emboss'ing, *s.* em¹bos¹'sing¹, the art of making figures in relief
Emboss'ment, *s.* em¹bos¹'ment¹, relief, rising work
Embow'el, *v.* em¹bow¹'el¹, to take out the entrails
Embrace, *s.* em¹brace¹, to squeeze in kindness, to welcome
Embrace, *s.* em¹brace¹, a clasp, a hug

Embrasa're, *s.* em¹bra¹'sure¹, a battlement, an open- ing in a wall [vased
Em'brocate, *v.* em¹bro¹'cate¹, to foment a part dis-
Embroca'tion, *s.* em¹bro¹'ca¹'tion¹, a fomentation
Embroid'er, *v.* em¹broi¹'der¹, to adorn with figure- work [ders
Embroid'erer, *s.* em¹broi¹'der¹er¹, one who embroi-
Embroid'ery, *s.* em¹broi¹'de¹ry¹, variegated needle- work
Embroid, *v.* em¹broi¹'d¹, to disturb, confuse, distract
Em'bryo, *s.* em¹bry¹'o¹, a child unfinished in the womb, any thing unfinished [teration
Emenda'tion, *s.* em¹en¹'da¹'tion¹, a correction, an al-
Em'erald, *s.* em¹er¹'ald¹, a green precious stone
Emer'ge, *v.* e¹merge¹, to issue, to rise out of
Emergency, *s.* e¹mer¹'gen¹cy¹, a rising out of, great necessity
Emer'gent, *a.* e¹mer¹'gent¹, coming into sight, sudden
Emer'sion, *s.* e¹mer¹'sion¹, a rising out of water
Emet'ic, *a.* e¹met¹'ic¹, provoking vomits; *s.* a vomit
Emigrant, *a.* em¹'grant¹, going from one place to another [to another
Emigrate, *v.* em¹'grate¹, to remove from one place
Emigra'tion, *s.* em¹'gra¹'tion¹, a change of habitation
Em'innence, *s.* em¹'innence¹, height, honour, a card- inal's title [exalted
Em'inent, *a.* em¹'inent¹, high, lofty, remarkable,
Em'inently, *ad.* em¹'inent¹ly¹, conspicuously, in a high degree
Em'issary, *s.* e¹mis¹'sary¹, a secret agent, a spy
Emis'sion, *s.* e¹mis¹'sion¹, a throwing out, vent, shoot-
Emit, *v.* e¹mit¹, to dart, let fly, issue out [ing
Em'net, *s.* em¹'net¹, an ant, a pismire
Emol'lient, *a.* e¹mol¹'lient¹, softening, supplying
Emolli'tion, *s.* e¹mo¹'li¹'tion¹, the act of softening
Emolument, *s.* e¹mo¹'lu¹'ment¹, profit, advantage, benefit [den motion
Emotion, *s.* e¹mo¹'tion¹, disturbance of mind, a sud-
Empan'nel, *v.* em¹pan¹'nel¹, to settle a jury
Empan'nel, *s.* em¹pan¹'nel¹, the schedule of a jury
Em'peror, *s.* e¹mp¹'er¹or¹, a monarch superior to a king
Em'phasis, *s.* em¹pha¹'sis¹, a remarkable stress on a word

APPENDIX A: “EMOLUMENT” IN ENGLISH LANGUAGE DICTIONARIES, 1604-1806

SHERIDAN IMPROVED.

A GENERAL Pronouncing and Explanatory Dictionary OF THE ENGLISH LANGUAGE, FOR THE USE OF SCHOOLS, FOREIGNERS, &c. ON THE PLAN OF MR. SHERIDAN.

Considerably enlarged by Selections from

ASH,
BAILEY,
BARCLAY,
BUCHANAN,

DYCHE,
ELPHINSTON,
ENTICK,
FRY,

JOHNSON,
JOHNSTON,
KENRICK,
LEMON,

MARRIOT,
MARTIN,
NARES,
PERRY,

RIDER,
SCOT,
and
WALKER,

BY STEPHEN JONES.

~~~~~  
"Negligent speech doth not only discredit the person of the speaker, but it discrediteth the opinion of his reason and judgment."—Ben Jonson.  
~~~~~

Stereotype Edition, revised, corrected, and improved throughout.

LONDON:

PRINTED BY AND FOR J. W. H. PAYNE, No. 20, WARWICK-SQUARE, NEWGATE-STREET; FOR J. HARRIS; DARTON, HARVEY,
AND DARTON; C. LAW; B. AND R. CROSBY, AND CO.; J. AND J. CUNDEE; G. COWIE, AND CO.; H. MOZLEY,
GAINSBOROUGH; AND WILSON AND SON, YORK.

Georg. Fresenius 1813

JA 204

EMB

hót, vóte, lóse—hút, pūsh, cūbe—truly, try—thus, thick.

EMO

137

Embassage, ém'bas-sédje, } s.
 Embassy, ém'bas-sý, }
 A publick message; any solemn mes-
 sage.
 Embattle, ém-bát'tl, v. a.
 To range in order of battle.
 Embellish, ém-bél'llish, v. a.
 To adorn.
 Embellishment, ém-bél'llsh-mént,
 s. Ornament.
 Embers, ém'búrz, s. pl. Hot cinders.
 Ember-week, ém'búr-wék, s. A
 week in which an Ember-day falls; the
 ember-days at the four seasons are, the
 Wednesday, Friday, and Saturday after
 the first Sunday in Lent; the Feast of
 Pentecost; September 14th; December
 15th.
 Embezzle, ém-béz'l, v. a.
 To steal privately, to waste.
 Embezzlement, ém-béz'l-mént, s.
 Misapplying of a trust.
 Emblaze, ém-blá'ze, v. a.
 To blazon, paint.
 Emblem, ém'blém, s. Allusive picture
 representing some moral sentiment.
 Emblematical, ém-bly-mát'y-kúl,
 a. Allusive.
 Emblematically, ém-bly-mát'y-
 kúl-y, ad. Allusively.
 Emboss, ém-bás', v. a. To form with
 protuberances; to engrave with relief
 or rising work; to enclose, to include,
 to cover.
 Embowel, ém-bou'él, v. a.
 To deprive of the entrails.

Embrace, ém-brá'se, v. a.
 To hold fondly in the arms.
 Embrace, ém-brá'se, s. A clasp, a hug.
 Embrasure, ém-brá'zhure, s.
 An aperture in the wall, battlement.
 Embrocate, ém-brô-kâte, v. a.
 To foment a part diseased.
 Embrocation, ém-brô-ká'shùn, s.
 A fomentation.
 Embroider, ém-brál'dúr, v. a.
 To decorate with figured work.
 Embroiderer, ém-brál'dúr-úr, s.
 One that adorns clothes with needle-
 work.
 Embroidery, ém-brál'dúr-y, s.
 Variegated needlework.
 Embroil, ém-bráll', v. a. To disturb.
 Embryo, ém'bry-ô, } s.
 Embryon, ém'bry-ôn, }
 The offspring yet unfinished in the
 womb; any thing unfinished.
 Emendation, ém-én-dá'shùn, s.
 Correction.
 Emerald, ém'y-rúld, s.
 A green precious stone.
 Emerge, é-mérdj'e, v. n.
 To issue, to rise out of.
 Emergence, é-mér'djense, } s.
 Emergency, é-mér'djén-sý, }
 A rising out of; any sudden occasion,
 pressing necessity.
 Emergent, é-mér'djént, a.
 Sudden, unexpectedly casual.
 Emersion, é-mér'shùn, s.
 A re-appearance.

Emery, ém'ér-y, s. An iron ore.
 Emetick, é-mét'lk, a. Provoking
 vomits; s. A vomit.
 Emication, ém-y-ká'shùn, s.
 Sparkling.
 Emigrate, ém'mý-grâte, v. n.
 To move from place to place.
 Emigration, ém-y-grá'shùn, s.
 A change of habitation.
 Eminence, ém'y-nense, } s.
 Eminency, ém'y-nén-sý, }
 Loftiness, height; summit, highest
 part; distinction; a title given to car-
 dinals.
 Eminent, ém'y-nént, a. High, lofty.
 Eminently, ém'y-nént-lý, ad.
 Conspicuously.
 Emissary, ém'ls-sá-ry, s.
 A secret agent.
 Emission, é-mísh'ùn, s.
 The act of sending out, vent.
 Emit, é-mít', v. a. To let fly, to dart.
 Emmet, ém'mít, s.
 An ant, a pismire.
 Emmew, ém-mú', v. a.
 To mew or coop up.
 Emollient, é-mól'yént, a. Softenit g.
 Emollition, ém-mól'llsh'ùn, s.
 The act of softening.
 Emolument, é-mól'-ú-mént, s.
 Profit, advantage.
 Emotion, é-mó'shùn, s. Disturbance
 of mind, vehemence of passion.

THE
UNION DICTIONARY;
CONTAINING ALL THAT IS TRULY USEFUL IN THE
DICTIONARIES
OF
JOHNSON, SHERIDAN, AND WALKER:
THE ORTHOGRAPHY AND EXPLANATORY MATTER SELECTED FROM
DR. JOHNSON,
THE PRONUNCIATION ADJUSTED ACCORDING TO
MR. WALKER,
WITH THE ADDITION OF
MR. SHERIDAN'S PRONUNCIATION
OF THOSE WORDS
WHEREIN THESE TWO EMINENT ORTHOËPISTS DIFFER.

THE WHOLE DESIGNED TO PRESENT TO THE READER, AT ONE VIEW, THE
ORTHOGRAPHY, EXPLANATION, PRONUNCIATION, AND ACCENTUATION
OF ALL THE PUREST AND MOST APPROVED TERMS IN THE

ENGLISH LANGUAGE.

WITH ABOUT

TWO THOUSAND ADDITIONAL WORDS,

DEDUCED FROM THE BEST MODERN AUTHORITIES.

—
BY **THOMAS BROWNE, LL.D.**

AUTHOR OF A NEW CLASSICAL DICTIONARY, VIRIDARIUM POETICUM, &c.

—
"Sounds lead to Words, and Words to Knowledge." *St. Basil.*

—
THE FOURTH EDITION,

WITH NUMEROUS ADDITIONS AND IMPROVEMENTS.

—
LONDON:

PRINTED FOR F. C. AND J. RIVINGTON; J. SCATCHERD; LONGMAN,
HURST, REES, ORME AND BROWN; W. GINGER; LACKINGTON AND CO.;
J. RICHARDSON; J. MAWMAN; J. BOOKER; BALDWIN, CRADOCK AND JOY;
W. BAYNES AND SON; KINGSBURY, PARBURY AND ALLEN; T. TEGG;
W. MASON; OGLE, DUNCAN AND CO.; G. AND W. B. WHITTAKER; G.
COWIE AND CO.; SIMPKIN AND MARSHALL; T. AND J. ALLMAN;
AND WILSON AND SONS, YORKE.

1822.

EME

[illegible]

EMP

Emotionally, *ém-mô-shên-lâ*, *ad.* in such a manner as to provoke to revolt. *Ingalls.*
Emulation, *ém-é-k'p-shên*, *s.* sparkling, flying off in small particles. *Brown.*
Emission, *ém-mish-shên*, *s.* urine. *Harvey.*
Emigrant, *ém-mé-grah*, *s.* one that emigrates.
Emigrate, *ém-mé-gráh*, *v.* to remove from one place to another.
Emigration, *ém-mé-gráh-shên*, *s.* change of habitation. *Hale.*
Eminence, *ém-mén-shên*, *1 a.* infirmity, strumity.
Emnency, *ém-mén-shâ*, *1* *Russ.*—Complacence, celebrity, *Still.*—Supreme degree. *Mitt.*—Distinction, *Shak.*—A title given to cardinals.
Eminent, *ém-mén-t*, *a.* dignified, exalted. *Drych.*—Conspicuous, remarkable. *Mitt.*
Emulously, *ém-mén-lâ*, *ad.* conspicuously. *Mitt.*—In a high degree. *Switz.*
Emir, *ém-mir*, *s.* among the Turks, a title given to those who claim to be of the race of Mahomet. *Mason & Sep.*
Emisary, *ém-mis-er-é*, *s.* a spy, a secret agent. *Switz.*—One that emits or sends out. *Art.*
Emment, *ém-mish-én*, *s.* the act of sending out, vent. *Easton.*
Enmit, *ém-mit'*, *s. a.* to send forth. *Woodb.*
—To discharge. *Prior.*
Enmity, *ém-mit'*, *s.* an ant, a pleasure. *Sims.*
Emmew, *ém-mé'*, *v. a.* to sew or coop up.
Emollient, *ém-mô-lyent*, *a.* softening, suppling.
Emollients, *ém-mô-lyén-tâ*, *s. pl.* such things as soften and relax the solids. *Quincy.*
Emolliation, *ém-mô-lyé-shên*, *s.* the act of softening. *Bacon.*
Emolument, *ém-mô-lyé-mént*, *s.* profit, advantage.
Emotion, *ém-mô-shên*, *s.* disturbance of mind, vehemence of passion. *Drych.*
Empale, *ém-pâ-lé*, *v. a.* to fence with a pale. *Dumas.*—To enclose. *Cleave.*—To put to death by spitting on a stake fixed upright.
Empalement, *ém-pâ-lé-mént*, *s.* the punishment of empaling.—*In Herodotus,* a conjunction of coais of arms.
Empanel, *ém-pân-nél*, *s.* the writing by the sheriff the names of a jury summoned to appear. *Cowell.*
Empannel, *ém-pân-nél*, *v. a.* to summon to serve on a jury.
Empirance, *ém-pér-lân*, *s.* it signifies a desire or petition in court of a day to permit what is best to do. *Cowell.*
Empasson, *ém-pâsh-én*, *v. a.* to move with passion, to affect strongly. *Mitt.*
Empassionate, *ém-pâsh-én-té*, *a.* strongly affected. *Mason & Sep.*
Empemple, *ém-pé-pl'*, *v. a.* to form into a people or community. *Sims.*
Empress, *ém-pé-rés*, *s.* a woman invested with imperial power. *Darwin.*—The wife of an emperor. *Shak.*
Emperor, *ém-pér-ér*, *s.* a monarch of dignity superior to a king. *Shak.*
Empire, *ém-pér-â*, *s.* empire, sovereign command. *Shak.*
Emphasis, *ém-fé-sis*, *s.* a remarkable stress laid upon a word or sentence. *Hudson.*
Emphatical, *ém-fâ-lik-lâ*, *1 a.* forcible, strong.
Empnetic, *ém-fit-ik*, *1* *Garth.*—Striking the sight. *Bayle.*
Emphatically, *ém-fit-ik-lâ*, *ad.* strongly, forcibly, in a striking manner. *South.*
Empierce, *ém-pér-sé*, *v. a.* to pierce into. *Spem.*
Empire, *ém-piré*, *s.* imperial power. *Rover.*—The region over which dominion is extended. *Temple.*—Command.

✓
A
DICTIONARY
OF THE
ENGLISH LANGUAGE,
GREATLY IMPROVED;

THE PRONUNCIATION ASCERTAINED BY A NEW AND SIMPLE NOTATION.

TO WHICH ARE PREFIXED

THE PRINCIPLES OF ENGLISH PRONUNCIATION,

AND THE ELEMENTS OF READING;

WITH COPIOUS LISTS OF GREEK, LATIN, AND SCRIPTURE PROPER NAMES,

&c. &c.

By G. FULTON AND G. KNIGHT,

AUTHORS OF A PRONOUNCING SPELLING-BOOK, PRONOUNCING VOCABULARY, &c.



MDCCCXXXIII.
STIRLING & KENNEY, EDINBURGH;
WHITTAKER, TREACHER & ARNOT, LONDON.

EMB

107

EMP

Emancipation, è-man-çi-pā'shon, *n.* the act of setting free; delivery from slavery
 Emasculate, è-mas-cū-lāte, *v.* to castrate
 Embale, em-bāle', *v.* to enclose; to bind up
 Embalm, em-bām', *v.* to impregnate a body with aromatics, that it may resist putrefaction
 Embar, em-bār', *v.* to shut; to block up
 Embarcation, em-bār-cā'shon, *n.* the act of putting or going on shipboard
 Embargo, em-bār-gō, *n.* a prohibition to sail
 Embark, em-bārk', *v.* to put on shipboard; to go on shipboard
 Embarrass, em-bar'rass, *v.* to perplex
 Embarrassment, em-bar'rass-ment, *n.* perplexity; entanglement
 Embase, em-bāse', *v.* to vitiate; to degrade
 Embassage, em-bas-sāge, } *n.* a public message; any
 Embassy, em-bas-sy, } solemn message
 Embattle, em-bat'tle, *v.* to range in order of battle
 Embellish, em-bel'lish, *v.* to adorn
 Embellishment, em-bel'lish-ment, *n.* ornament
 Embers, em/bēr's, *n. pl.* hot cinders
 Embezzle, em-bez'zle, *v.* to steal privately; to waste
 Embezzlement, em-bez'zle-ment, *n.* the misapplying of what is intrusted to one's care
 Emblaze, em-blāze', *v.* to blazon; to paint
 Emblem, em/blem, *n.* an allusive picture; an occult representation
 Emblematic, em-blē-mat'ic, } *a.* allusive; using
 Emblematical, em-blē-mat'ic-al, } emblems
 Emboss, em-boss', *v.* to form with protuberances; to engrave with relief or rising work; to enclose; to include; to cover
 Enbowel, em-bow'el, *v.* to deprive of the entrails
 Embrace, em-brāce', *v.* to hold fondly in the arms—*n.* a clasp; a hug
 Embrasure, em-brā'zhüre, *n.* an aperture in the wall; a battlement
 Embroicate, em-brō-cāte, *v.* to foment a part diseased
 Embrocation, em-brō-cā'shon, *n.* a fomentation
 Embroider, em-brōi'dēr, *v.* to decorate with figured work
 Embroiderer, em-brōi'dēr-ēr, *n.* one that adorns clothes with needlework

Embroidery, em-brōi'dēr-y, *n.* variegated needlework
 Embroil, em-brōil', *v.* to disturb; to distract
 Embryo, em/bry-ō, } *n.* the offspring yet unfinished
 Embryon, em'bry-on, } ed in the womb; any thing unfinished
 Emendation, em-en-dā'shon, *n.* correction
 Emerald, em/é-rald, *n.* a green precious stone
 Emerge, è-merge', *v.* to issue; to rise out of
 Emergence, è-merg'ence, } *n.* the act of rising into
 Emergency, è-merg'enc-y, } view; any pressing necessity
 Emergent, è-merg'ent, *a.* sudden; unexpectedly casual; rising into view
 Emersion, è-mer'shon, *n.* a re-appearance
 Emery, em/ér-y, *n.* an iron ore
 Emetic, è-met'ic, *a.* provoking vomits—*n.* a vomit
 Emication, em-i-cā'shon, *n.* a sparkling
 Emigrant, em/i-grant, *n.* one who leaves his own country to settle in another
 Emigrate, em/i-grāte, *v.* to move from place to place
 Emigration, em-i-grā'shon, *n.* a change of habitation
 Eminence, em/i-nence, } *n.* loftiness; height; sum-
 Eminency, em/i-nenc-y, } mit; highest part; distinction; a title given to cardinals
 Eminent, em/i-nent, *a.* high; lofty
 Eminently, em/i-nent-ly, *adv.* conspicuously
 Emissary, em/is-sar-y, *n.* a secret agent
 Emission, è-mish'on, *n.* the act of sending out; vent
 Emit, è-mit', *v.* to let fly; to dart
 Emmet, em/met, *n.* an ant; a pismire
 Emmew, em-mū', *v.* to mew or coop up
 Emollient, è-moll'yent, *a.* softening
 Emolition, em-ol-ish'on, *n.* the act of softening
 Emolument, è-mol'ú-ment, *n.* profit; advantage
 Emotion, è-mō'shon, *n.* disturbance of mind; vehemence of passion
 Empale, em-pāle', *v.* to fence; to enclose; to put to death by fixing on a stake
 Empanel, em-par'nel, *n.* the schedule of a jury—*v.* to summon to serve on a jury
 Empassion, em-pash'on, *v.* to move with passion
 Emperor, em/per-or, *n.* a monarch of title and dignity superior to a king

A

Compendious Dictionary

OF THE

English Language.

In which FIVE THOUSAND Words are added
to the number found in the BEST ENGLISH COMPENDS ;

The ORTHOGRAPHY is, in some instances, corrected ;

The PRONUNCIATION marked by an Accent or other suitable Direction ;

And the DEFINITIONS of many Words amended and improved.

TO WHICH ARE ADDED FOR THE BENEFIT OF THE
MERCHANT, the STUDENT and the TRAVELLER,

I.—TABLES of the MONEYS of most of the commercial Nations in the world, with the value expressed in Sterling and Cents.

II.—TABLES of WEIGHTS and MEASURES, ancient and modern, with the proportion between the several weights used in the principal cities of Europe.

III.—The DIVISIONS of TIME among the Jews, Greeks and Romans, with a Table exhibiting the Roman manner of dating.

IV.—An official List of the POST-OFFICES in the UNITED STATES, with the States and Counties in which they are respectively situated, and the distance of each from the seat of Government.

V.—The NUMBER of INHABITANTS in the United States, with the amount of EXPORTS.

IV.—New and interesting CHRONOLOGICAL TABLES of remarkable Events and Discoveries.

By NOAH WEBSTER, Esq.

From Sidney's Press.

FOR HUDSON & GOODWIN, BOOK-SELLERS, HARTFORD, AND INCREASE COOKE & CO.

BOOK-SELLERS, NEW-HAVEN.

1806.

E M I

[—101—]

E M U

Em'ballage, Em'ballly, *n.* a public message or trust
 Embat'tle, *v. t.* to set or range in order of battle
 Embáy, *v. t.* to inclose in a bay, wash, bathe
 Embel'lish, *v. t.* to adorn, trim, beautify, set off
 Embel'lishment, *n.* ornament, decoration, grace
 Embers, *n. pl.* hot cinders, ashes not yet dead
 Embez'zle, *v. t.* to defraud by appropriating to one's own use, what is entrusted to one's care
 Embez'zlement, *n.* fraud by using another's property for one's own benefit
 Emblázon, *v. t.* to blazon, adorn, paint, describe
 Em'blem, *n.* a moral device, representation, token
 Em'blem, *v. t.* to represent or describe allusively
 Emblematic'al, *a.* using emblems; allusive
 Emblematic'ally, *ad.* allusively, with allusion
 Emblem'atist, *n.* a writer or inventor of emblems
 Em'blements, *n. pl.* the produce from sown land
 Em'bolic'm, *n.* an intercalation, a time inserted
 Emboss', *v. t.* to adorn with rising work, to inclose
 Emboss'ing, *n.* the art of making figures in relief
 Emboss'ment, *n.* relief, rising work, a sculpture
 Embottle, *v. t.* to include in bottles, to bottle up
 Embowel, *v. t.* to take out the entrails, to gut
 Embrace, *v. t.* to squeeze, take, comprise
 Embráce, Embrácement, *n.* a clasp, hug, crush
 Embracery, *n.* an attempt to influence a jury corruptly (a jury)
 Embracing, *n.* the crime of attempting to corrupt
 Em'brasure, *n.* a battlement, an opening in a wall
 Embrocate, *v. t.* to foment or rub a part diseased
 Embrocation, *n.* fomentation, rubbing, lotion
 Embroid'er, *v. t.* to adorn with figure-work
 Embroid'erer, *n.* a person who works embroidery
 Embroid'ery, *n.* a sort of variegated needlework
 Embroil, *v. t.* to disturb, confuse, involve, broil
 Embroth'el, *v. t.* to shut in a brothel, *ob.*
 Embruted, *a.* reduced to brutality, very depraved
 Embryo, *n.* the rudiments of an animal or plant, before the parts are distinctly formed, the beginning
 Em'bryon, *a.* pertaining to first rudiments
 Emendation, *n.* a correction, alteration, change
 Em'erald, *n.* a gem, a kind of green precious stone
 Emerge, *v. i.* to issue, to rise out of, from or up
 Emergency, *n.* a rising out of, pressing necessity
 Emer'gent, *a.* coming out or into sight, sudden
 Emerods, *n.* the piles
 Emer'sion, *n.* the act of rising out of water, a rise
 Em'ertis, *n.* plain India muslins, thin and of inferior quality, about 7 8ths in width
 Em'ery, *n.* a kind of iron ore, a glazier's diamond
 Emet'ic, *a.* that provokes vomiting; *n.* a vomit
 Emic'ation, *n.* the act of sparkling or glittering
 Em'ic'ion, *n.* urine, the making of urine Taway
 Enr'igrant, *a.* going from place to place, moving
 Em'igrant, *n.* a person who quits his own country to reside in another
 Em'igrate, *v. i.* to remove from place to place
 Em'igrátion, *n.* a change of habitation or place

Em'innence, *n.* height, honor, top, a cardinal's title
 Em'inent, *a.* high, lofty, remarkable, celebrated
 Em'inently, *ad.* conspicuously, in a high degree
 E'mir, *n.* a Turkish prince, Vizer or Bashaw
 Em'issary, *n.* a secret agent, agent, spy, scout
 Emis'sion, *n.* a throwing out, a vent, a shooting
 Emit', *v.* to dart, let fly, send out, issue out, dis-
 Em'met, *n.* a kind of insect, ant, pismire (charge
 Emmew, *v. t.* to mew, shut or coop up, *ob.*
 Emmove, *v. t.* to move, stir or rouse up, *ob.*
 Emolles'cence, *n.* softness, or the lowest degree of
 fulibility in bodies
 Emol'lient, *a.* softening, suppling, moistening
 Emol'lient, *n.* a medicine which softens
 Emolli'tion, *n.* the act of softening or relaxing
 Emol'ument, *n.* profit, gain, advantage, benefit
 Emolument'al, *a.* useful, producing emolument
 Emotion, *n.* a sudden motion, disturbance of mind
 Empále, *v. t.* to inclose, fortify, fence in, put on a
 stake (flower
 Empálement, *n.* a fixing on a stake, the calyx of a
 Empéople, *v. t.* to form into a community, *ob.*
 Em'peror, *n.* a monarch, a title superior to king
 Em'phasis, *n.* a remarkable stress laid on a word
 Em'phasize, *v. t.* to pronounce with a stress of voice
 Emphatic'al, *a.* strong, forcible, striking, eager
 Emphatic'ally, *ad.* strongly, forcibly, strikingly
 Emphysem'atous, *a.* bloated, swelled, puffed up
 Emp'ire, [Emp'ery,] *n.* imperial power, command
 Emp'iric, *n.* a pretended physician, a quack (rule
 Empir'ical, *a.* experimental, practiced by rote
 Empir'ically, *ad.* experimentally, pretendedly
 Empiricism, *n.* the practice or profession of quacks
 Emplaster, *v. t.* to cover with a plaster
 Emplast'ic, *a.* viscous, glutinous, clammy, tough
 Employ', *v. t.* to keep at work, exercise, sie, spend
 Employ', Employment, *n.* business, a public office
 Employ'able, *a.* fit to be employed or used
 Employ'er, *n.* one who employs or sets to work
 Empoison, *v. t.* to poison, to destroy by poison
 Empoisoner, *n.* one who poisons another person
 Empórium, *n.* a seat of merchandise, a mart
 Empower'ish, *see* Impoverish
 Empower, *v. t.* to authorize, to enable (dignity
 Emp'ress or Emp'ress, *n.* a woman having imperial
 Emprise, *n.* an attempt of danger, enterprise, *ob.*
 Emp'tier, *n.* one who empties, one who makes void
 Emp'tiness, *n.* a void space, vanity, ignorance
 Emption, *n.* the act of buying, a purchase
 Emp'ty, *a.* void, unfurnished, ignorant, foolish
 Emp'ty, *v. t.* to exhaust, make void, deprive
 Empur'ple, *v. t.* to make or dye of a purple color
 Empuz'zle, *v. t.* to puzzle, perplex, confound, *ob.*
 Empyre'al, *a.* refined, beyond aerial, heavenly
 Empyre'an, *n.* the highest heaven
 Empyreum, *n.* the very highest heaven or region
 Empyreumat'ical, *a.* resembling burnt substances
 Empyrosis, *n.* a general fire, a conflagration
 Em'u, *n.* a very large bird of S. America, six feet

K 2

APPENDIX B: “EMOLUMENT” IN LEGAL DICTIONARIES, 1523-1792

Table 2: Definitions of “Emolument” in Legal Dictionaries, 1523-1792

	Author	Title	1st ed.	Image	Definition
1	Rastell, John/William	<i>Exposiciones terminorum legum anglorum (Les Termes de la Lay)</i>	1523	1st ed. 1523	no definition
2	Cowell, John	<i>The Interpreter</i>	1607	1st ed. 1607	no definition
3	Leigh, Edward	<i>A Philologicall Commentary</i>	1652	2d ed. 1658	no definition
4	Sheppard, William	<i>An Epitome of All the Common & Statute Laws of This Nation Now in Force</i>	1656	1st ed. 1656	no definition
5	Spelman, Henry	<i>Glossarium archaiologicum</i>	1664	1st ed. 1664	no definition
6	Blount, Thomas	<i>Nomo-Lexicon</i>	1670	2d ed. 1691	no definition
7	Jacob, Giles	<i>A New Law Dictionary</i>	1729	1st ed. 1729	no definition
8	Cunningham, Timothy	<i>A New and Complete Law-Dictionary</i>	1764	1st ed. 1764	no definition
9	Kelham, Robert	<i>A Dictionary of the Norman</i>	1779	1st ed. 1779	no definition
10	Burn, Richard	<i>A New Law Dictionary</i>	1792	1st ed. 1792	no definition

Table 3: Other Uses of “Emolument” in Legal Dictionaries, 1523-1792

Author	Title	1st ed.	Image	Other Uses of Emolument
Blount, Thomas	<i>Nomo-Lexicon</i>	1670	2d ed. 1691	used to define "Maritima Angliae"
Jacob, Giles	<i>A New Law Dictionary</i>	1729	1st ed. 1729	used to define "Maritima Angliae" used in a sample form for the release and conveyance of lands
Cunningham, Timothy	<i>A New and Complete Law-Dictionary</i>	1764	1st ed. 1764	used to define "Apportum" used to define “Maritima Angliae”
Burn, Richard	<i>A New Law Dictionary</i>	1792	1st ed. 1792	used to explain “Isle of Man”

Transcripts of Legal Dictionary Definitions and Other Uses, 1523-1792

- 1) THOMAS BLOUNT, NOMO-LEXICON (2d ed. 1691).

Maritima Angliae, the **Emolument** arising to the King from the see, with Sheriffs anciently collected, but was afterwards granted to the Admiral. *Pat. 8. Hen. 3. In. 4.* Richardus Lucy *dicitur babere* Maritimam Angliae.

- 2) GILES JACOB, A NEW LAW DICTIONARY (1st ed. 1729).

Maritima Angliae, The Profit and **Emolument** arising to the King from the Sea, which anciently was collected by Sheriffs; but it was afterwards granted to the Lord Admiral. Richardus Lucy, *dicitur babere* Maritimam Angliae. *Pat. 8. H. 3. M. 4.*

[Sample conveyance stock language]

This indenture made, &c. Between A.B. of, & c. of one Part, and CD. Of, & c. of the other Part, Witnesseth, that the said A.B. for and in Consideration of the Sum of Five hundred Pounds of lawful Money of Great Britain, so him in hand paid by the said C.D. the Receipt whereof the said A.B. doth hereby confess and acknowledge, and for other good Causes and Considerations him therento moving, be the said A.B. hath granted, bargained and sold, aliened, released and confirmed, and by these Present doth fully, freely, and absolutely grant, bargain and sell, alien, release and confirm unto said C.D. (in his actual possession now being, by Virtue of a Bargain and Sale to him theretof made for one Year, by Indenture bearing Date the next before the Day of the Date of these Presents, and by the Force of the Statute for transferring of Uses into Possession) and to his Heirs and Affirm, for ever, All that Message or Tenement, & c. with the Rights, Members, and Appurtenances thereof situate, lying and being in, &c. And all Houses, Edifices, Buildings, Gardens, Orchards, Lands, Meadows, Commons, Pastures, Feedings, Trees, Woods, Underwoods, Ways, Paths, Waters, Easements, Profits, Commodities, Advantages, **Emoluments**, and Hereditaments whatsoever to be said Message or Tenement belonging, or in any way appertaining ...

- 3) TIMOTHY CUNNINGHAM, A NEW AND COMPLETE LAW-DICTIONARY (1st ed. 1764).

Apportum, Seems to be deduced from the French *apport*, and signifies the revenue, gain, or profit, which a thing brings in to its owner. It is also used for an augmentation given to any abbot, for his better support out of the profits of a manor—*ita quod proficua manerii predicti apporti qualibet anno prefato A. in subventinum sustentationis sine solverantor. Ann. 22 Ed. 2. N. 72. Line.* The word was commonly used for a corrody or pension:--Nicolaus Gwun *prior de Andover, debt xx macron de quodam apporto, ad capitalem dominum ejusdem prioris in partibus transmorinis,*

*in tempore paci debito. Ex register Evidentiarum Colleg. Wickham. Juxta Winton. MS.—Rex Edwardus 3. Restituit terras prioratum aliengigenarum salve nobis apporto, quod prasectus procurator alicai domain superiori salvere tenetur. Cianf. 14. Ed. 3. The word misht at fist signify any profit or **emolument** apported or brought to another; and therefore *Du Fresene* observes in which the Customary of *Rhemes*, *apport* was the portion which the wife brought to the husband.*

Maritima Angliae, The **emolument** arising to the King from the sea, which sheriffs anciently collected; but was afterwards granted to the admiral. *Pat. 8. Hen. 2. M. 4.* Richardus de Lucy *dicitur babere* *maritimam Angliae*.

4) RICHARD BURN, A NEW LAW DICTIONARY (1st ed. 1792)

Isle of Man, is a distinct territory from *England*, and is not governed by our laws; neither doth any act of parliament extend to it, unless it be particularly named therein. It was formerly a subordinate feudatory kingdom, subject to the kings of *Norway*; then to the kings of *England*; afterwards to the kings of *Scotland*; and then again to the crown of *England*; and was finally granted, by the king *James* the first, to *William Stanley* earl of *Derby*, and the heirs male of his body, with remainder to his heirs general; which grant was confirmed by an act of parliament, with a restraint of the power of alienation by the said earl and his issue male. On the death of *James* ear of *Derby* in the year 1735, the male line of earl *William* failing, the duke of *Athol* succeeded to the island, as heir general by a female branch. In the mean time, though the title of king had long been disused, the earls of *Derby*, as lords of *Man*, had maintained a sort of royal authority therein; which being found inconvenient for the purposes of public justice, and for the revenue, (it affording a commodious asylum for debtors, outlaws, and smugglers,) authority was given to the treasure, by statute 12 *G.c.*28. to purchase the interest of the then proprietors for the use of the crown; which purchase was at length completed in the year 1765, and confirmed by the statutes 5 *G.3.c.*26 & 39. whereby the whole island, and all its dependencies, (except the landed property of the *Athol* family, their manerial rights and **emoluments**, and the patronage of the bishopric and other ecclesiastical benefices,) are unalienably vested in the crown, and subjected to the regulations of the British excise and customs. 1 *Black. 105.*

Expositiones finitior legu angloz. Et
natura breuiū cū diuersis casibus re-
gulis & fundamentis legum tam de libris
Magistri Littletoni quam de aliis legum
libris collectis & breuiter compilatis p Ju-
nibus valde necessarius.

The exposition of the termys of þ law of england
& the nature of the wytyngs wyth dyuers culps and
pynnyces of þ law as well out of þ bokys of master lytte-
ton as of other bokys of the law gaderyd & breuely coppyd
for yong men beyn necessary.

A		
Abolition	Audita querela	Contra formam fe-
Abatement	Auerment	ofament
Abbe	Auowze.	Cōtra formam colat-
Abbegement	Ayon	ionis
Accessory	Appropriacion	Cosynage
Accomp	Abusolon	Couenant
Accus realis & psonalis	B	Cul in bit
Addition	Bar	Cui ante denozetū
Administrator	Battel	D
Admesurament & dober	Bastard	Daren pfectement.
Admesurament de pasture	Burglary	Deuyle.
Age prout	C	Denysyn
Ad quod dampnum	Champerty	Decies tantum
Adournement	Charge	Deputy
Amendement	Cessant	Det
App	Certiorare	Diem clausit exte-
App de roy	Chymyn	rium
Ayle	Cōtinuall dayne	Dysdaymer.
Arest	Consuans de ple	Disceisor & disseise
Annuit	Conspyracy	Discontinuanee
Astet	Coituron	Dysteyt
Astyle	Conuen	Demandat & pleit
Attornement	Contemp	Desceindat & tenat
Attaynt	Consultacion	Dystres.
Auacion demesne	Contract	

donc se diffise ou son l'eyre auera
de deure sur diffise in le p a cui et
le des d'it i qd id non set igressu nisi
p B. cui L. illud ei dimisit qui inde in-
iuste ar. And note well that no wyrt of en-
tre in p a cui shalbe mayntenable agaynst
non but where he that is tenguente be in by
purchase o2 dycent; but yf the alpenapyon
o2 dycent be come out of the degrees vppos-
ed hych no wyrt may be made in the p no; in
the p a cui than yf shalbe made in the post;
and the wyrt shal seyn in qd a non habet in-
gressum nisi post diffisimam quam B. de
iustice et fine iudicio fecit pstat. B. del in
paine B. cuius heres ipse est.

than the dyffise o2 hys heres shal haue a
wyrt of entre sur diffisimam in the p a cui and
the wyrt shal seyn in qd id a non het ingressu
nisi p B. cui L. illud ei dimisit qui inde in-
iuste ar. And note well that no wyrt of en-
tre in p a cui shalbe mayntenable agaynst
non but where he that is tenguente be in by
purchase o2 dycent; but yf the alpenapyon
o2 dycent be come out of the degrees vppos-
ed hych no wyrt may be made in the p no; in
the p a cui than yf shalbe made in the post;
and the wyrt shal seyn in qd a non habet in-
gressum nisi post diffisimam quam B. de
iustice et fine iudicio fecit pstat. B. del in
paine B. cuius heres ipse est.

Effort est de gard vide de reo
aptes in le rite de gard.

Effortment de garde loke therfore aftere
in the rite of Garde.

Effort est de reo iudiciali a dist
sou soure ad recouer det ou damagis
in le court le roy sil suppose q les dea
dant ne set sufficet d'agis il auet cest
et al B. a deliuer a sup tous ces d'ez
a cetera p except les d'offas a offas
de carue a auxi le moyt de sa terz q
ferra a sup deliuer p resonable exel
q il t'endia dans le fone soit leup
d'ez l'ing a pferia

Effort is a wyrt iudiciali and yf t'eeche
wher a mā hath recouered in p hyng court
det o2 damagys yf he suppose p p goodys
of p ether be not sufficet thā he shal haue
hys wyrt to the hyrpf to deliuer to hym al
hys goodys a rattells except opena splenēt
of hys cart a also the half of hys lād whych
shalbe to hym deliuered by resonable exel
that he shal hold yf t'ell the fone be leuyed
of the leydis and pferis.

Effort est de reo iudiciali a dist
sou soure ad recouer det ou damagis
in le court le roy sil suppose q les dea
dant ne set sufficet d'agis il auet cest
et al B. a deliuer a sup tous ces d'ez
a cetera p except les d'offas a offas
de carue a auxi le moyt de sa terz q
ferra a sup deliuer p resonable exel
q il t'endia dans le fone soit leup
d'ez l'ing a pferia

Effort is a wyrt a t'eech wher a falle
iugement is gyuen in p comen place o2 be-
fore the iustice in assise o2 before the iustice
of oret determyne o2 before the Mayre

ou Bicoi de sondere ou in ane court
de record pur sapie Bener le record et
pces deuant le iustice de Banch le roy
a la si error soit troue il set reuerse
mez si fauy iugment soit don in Bā
le roy d'agis il set reuerse p piamit
Auyi si fauy iugment soit don i court
que nest de record come in comte pāz
d'ez ou court baron d'agis la pte auē
na Bese de fauy iugment pur sapie
le record Bener deuant le iustice de comi
Banch Auyi si error soit troue in les
d'ez de Bese de fauy iugment p le chancelier
a trefore de paret p statuty. L. iii.
anno. p. p. l. x. yll.

and p hyrpfis of london a2 in other court
of record for to make the record and pces
to come before the iustice of p hyngs t'ech
and yf ther error be found yf shalbe reuer
syd but yf a fals iugment be gyuen in the
hyngs bench than it shalbe reuerted by p
plyment also yf a fals iugment be gyuen
in court that ys not of record as in to wnte
hundred o2 court baron then the parte shal
haue a wyrt of fals iugment for to make p
record to come before p iustice of the comē
place; Also yf error be found in the eliche-
quer it shalbe recordyd by the chauncellour
a trefore as yf appereth by p statute of eds-
ward the. iii. anno. xxi. l. xii.

Effon est sou Bn accion est pōt
p le pleyntif ou defendaut ne pōt ēd
appere al iour in court pur Bn de. B
causys d' souz e p ptes d'agis il set
effon de sauer sū defaut Bnde nota
q sont. B. maners de effon. a. effon d
ouster le mer a ceo est p. p. l. iou. Le
B. effon de tēi sū a ceo set pur Bn
m a Bne iour a cez deup ferdē gest
all' comenmet de pte de dictur. Le
B. effon d' de male Bener a ceo set
all' comen iours come facion requirē
a cest apperit le comen effon a gualunt
p comen est effon ferra Bnde l'ez las
tuz a le fure de adremit d' statutes
Bn il est Bn dedare. Auyi le. l. iii. effon
est de male lecti et ceo est solumēt in
Bese de dropt et sur ceo l'ferra l'exe
Bis deff' chauncery direct all' Bicoi
que il matnd. l. iii. appallers all' ces
pauens de Boret le t'enant et sū fōt

Effon ys wher an accyon ys brought a p
playn yf o2 defendaut may not well ap-
pete at the day in court for one of the. b.
causys vnder expellyd then he shalbe effon-
nyd to saue hys defaute / wheruppon note
well that there be. b. maner of effones / that
ys to say / Effon de ouster le mer and p ys
by. xl. days / the seconde effon ys de terra lāc-
ta a that shalbe by a pte a a day / and these
twayne shalbe seyn in the begynnyng of p
ple de dictur / the. iii. effon is de male Bener
and that shalbe at comen days as the accion
requyryth a thys ys callid the comen effon
a when a how this effon shalbe loke p statut
a the boke of byegimēt of statutys wher it
is well declaryd / also p. l. iii. effon ys de malo
lecti a p is only a wyrt o2 epyght a theruppon
ther shal a wyrt go out of p chancery byrect
to the hyrpf p he shal send. l. iii. knyghtys
to the tenguente to se the tenguente a yf he be

B. i.

THE INTERPRETER:

OR
BOOKE CONTAINING
the Signification of Words:

*Wherein is set foorth the true meaning of all, or
the most part of such Words and Termes, as are mentioned in
the Lawe VVriters, or Statutes of this victorious and re-
nowned Kingdome, requiring any Exposition
or Interpretation.*

A Worke not onely profitable, but necessary for such as desire
thoroughly to be instructed in the knowledge of our
Lawes, Statutes, or other Antiquities.

Collected by IOHN COWELL Doctor, and the Kings
Maiesties Professour of the Ciuill Law in the
Vniuersitie of Cambridge.

In Legum obscuritate captio.



E L

gession made, that the Clerke formerly assigned, is gone to dwell in another place, or hath hinderance to let him from following that businesse, or hath not land sufficient to answer his transgression, if he should deale amisse, &c. *Fitzh. nat. br. fol. 164.*

Elegit, is a writ Iudiciall, and lyeth for him, that hath recouered debt or dammages in the kings court, against one not able in his goods to satisfie: and directed to the *Shyreene*, commaunding him that he make deliury of halfe the parties lands or tenements, and all his goods, oxen and beasts for the plough excepted. *Old nat. br. fol. 152. Register original fol. 299. & 301.* and the Table of the Register Iudiciall, which expresseth diuers vses of this writ. The author of the new terms of law saith, that this writ should be siewed within the yeare, whom read at large for the vse of the same.

Elk, a kinde of ewe to make bowes of. *anno 33. H 8. cap. 9.*

Empanel (*Impanellare*, *Ponere in assis & Iuratis*) commeth of the french (*Panne. i. pellis*) or of (*Panneau*) which signifieth some time as much as a pane with vs, as a pane of glasse, or of a windowe. It signifieth the wrighting or entring the names of a Iury into a parchment schedule or

E M

Rolle or paper, by the *Shyreene*, which he hath sommoned to appeare for the perfourmance of such publique seruice, as Iuries are employed in. See *Panell*.

Emparlance, commeth of the french (*Parler*) and signifieth in our common lawe, a desire or petition in court of a day to pause, what is best to doe. The ciuilians call it (*petitionem induciarū*) *Kitchin fol. 200.* interpreteth it in these words: If he imparle or pray continuance. For praying continuance is spoken *interpretatiue* in that place, as I take it. The same author maketh mention of *Emparlance* generall. *fol. 201.* and *Emparlance* speciall *fol. 200.* *Emparlance* generall seemeth to be that which is made onely in one word, and in generall terms. *Emparlance* speciall, where the party requireth a day to deliberate, adding also these words: *saluis omnibus aduantijs tam ad iurisdictionem Curie quam ad breue & narrationem*, or such like: *Britton* vseth it for the conference of a Iury vpon the cause committed vnto them. *ca. 53.* See *Imparlance*.

Emprouement, See *Improuement*.

Encheson. *A. 50. Ed. 3. ca. 3.* is a french word, signifying as much as occasion, cause, or reason wherefore any thing is done, See *Skene de verbo. significa: verbo Encheson*.

Bb 2

En-

A Philological
COMMENTARY:

OR,
An Illustration of the most
Obvious and Useful words in the

L A VV.

With their Distinctions
and divers Acceptations, as they are

found as well in Reports Antient and
Modern, as in Records, and Memorials

never Printed: Usefull for all Young
Students of the Law.

Thomas Arist. 3. Metaph. Cap 4.

Τὸ γὰρ μὴ εἶναι συμπέρασμα ἐστὶν συμπέρασμα ἐστὶν.

The second Edition Reviewed and Enlarged.

By Edward Leigh Gentleman, some-
times of the Middle Temple.

L O N D O N,

Printed by A. M. for Charles Adams, and are to be sold
at his Shop at the Sign of the Talbot near St.
Dunstons Church in Fleetstreet. 1658.

A-99. JA 221

unto you 20 s. or a robe at the feast of Easter, after the feast you may bring an Action of Debt, for the one or the other.

If a Wife be indowed *ex assensu patris*, and the Husband dieth, the Wife hath election either to have her dower at the Common Law, or *ex assensu patris*, if she bring a Writ of Dower at the Common Law and court, albeit she recover not, yet shall she never after claim her dower *ex assensu*, &c.

Dyer fol. 18. l. 4. A covenanteth to pay B. a pound of Pepper or Saffron before Whitsunide, which of them he will pay, but if he payes it not before the same feast, then afterwards it is at the election of B. to have his action for which he pleateth, either of the Pepper, or of the Saffron.

21 H. 7. 37. So if a man giveth to another his Horse or Cow, the Donee may take the one or the other at his election, but if it was that he will give it in the future tense, there the Donee cannot take the one nor the other, for then the Election is in the Donor.

Cook l. 5. Rep. fol. 59. If a Justice of Peace directeth his Warrant to a Constable, to bring the party apprehended before him or another Justice, it is in the Election of the Constable to go to what Justice he pleateth.

ELEGIT.

Cowel Instit. Elegit, est nomen Brevis, sic dictum ab hoc verbo (Elegit) in eodem comprehenso.

EMPARLANCE.

Cowels Interpreter. Emparlance, cometh of the French word (*parler*) and signifieth a desire or petition in Court, of a day to pause what is best to do.

ENDICT.

ENDICTMENT.

Endictment, signifieth in Law an accusation *Some de-* found by an enquest, of twelve or more upon their *five it from* oath, and the accusation is called *endictamentum*, the word and as the appeal is ever at the suit of the party, so *indictmentum* the endictment is alwaies at the suit of the King, to *accuse*, and his Declaration.

To make a good endictment it is necessary to put *If it be un-* in the day, year, and place, when and where the se- *certain, it is* lony is done. *not good.*

It ought to be certain also in the matter, as ap- *Stamford* pears. *P. 8. E. 4. f. 4.* where a Bailiff was endicted, *pl. of Cr. l. 2. c. 30.* because he took one for suspicion of felony, and after *cum felonis*, & *voluntarie ad largum ire per-* missit, and did not shew in certain for what

suspicion of felony, so when one is endicted that he made an hundred shillings of Alchymy *ad instar pecunie Domini Regis*, and alledged not what money it was, groats or pennies: but in case a man be slain, and he is so mangled in the visage that one cannot know him, but the party which killed him is well known, there is no reason he should *Stam. ubi* escape punishment, therefore although no ap- *supra.* peal lie against him in this case, yet an Endictment lies, and he shall be endicted, *quod interfecit quendam ignotum*, the same Law is if one be endicted that he stole the goods *cujusdam ignoti*, or *bona cujusdam persone*, the reason is, because the Endictment is not his which was the owner of the goods, but is the suit of the King, which is to have the goods, if none claim them.

An Endictment ought to express in certain, as well in what part the mortall wound is, as the profundity and latitude of it, and therefore it was moved that such an Endictment, *quod unam*

G 3

plagum

AN
EPI TOM E
OF ALL THE
Common & Statute
L A W S
OF THIS
N A T I O N,
Now in force.

Wherein more then Fifteen hundred of the
hardest Words or Terms of the L A W are Explained;
And all the most useful and profitable Heads or Titles of
the L A W by way of *Common Place*,
Largely, Plainly, and Methodi-
cally handled.

With an Alphabetical T A B L E.

By W I L L I A M S H E P P A R D, Esq;

Published by His Highnesss Special Command.

L O N D O N,

Printed for W. Lee, D. Pakeman, J. Wright, H. Twyford, G. Bedell,
Tho. Brewster, Ed. Dod, and J. Place. 1656.

And when the thing granted, is of a thing Annual, and to have continuance, there the Election doth remain to the Grantor, when the Law doth give him the Election, as well after the day as before; as when one grants the Annuity of twenty shillings, or a Robe at *Easter*, but when it is to be performed *Quiescens* only, *contra*: And therefore if one contract with me to pay me twenty shillings, or a Robe at *Easter*, if he fail, I may sue for either.

5. What A.R. shall amount to an Election, and be good and binding, or not. *Services: Dyer.*

If an Election be given to divers persons, and one of them make a choice; this shall binde all the rest, though they agree not to it, *Co. 2. 36: Co. super Litt. 146.*

If two be Joyntenants of a Manor, and a Wardship happen, and one of them seizes the Ward; this will binde the other, and he cannot after waive him, and demand his Services, *Co. 1. 63:*

If a Rent-charge be granted to a man and his heirs, and the wife of the Grantee brings a Writ of Dower against the Heir, and the Heir to prevent the wife of Dower, claims it to be an Annuity, and not a Rent-charge; this is no good Election, and therefore she shall recover her Dower; and after this Endowment, the Heir cannot have Annuity for the two parts, for he must have all as a Rent-charge, *Co. super Litt. 444.*

6. By what means an Election may be gone, or not.

If two things pass by one Gift or Grant, altogether uncertain at the first, and the Feoffee or Donee die before Election; this Election is gone, and the Grant void: As in the case of the Feoffment of one of two Acres, and of the Wood, and the gift of one of his horses, *Co. 2. 36, 37: Dyer 281.*

If one have an Election to pay one of two things at a day, and he do not pay it at the day, then his Election is gone to the other, as in the case above, *Rehn 58. Dennis case, Trin. 8 Jac. B.R.* And if after the Election given to the Grantee he brings a Writ of Annuities for one only, and have Judgment for that one; his Election is gone, and he can never demand the other, *Co. 2. 36, 37:*

If one enfeoff another of two Acres, to have the one for life, and the other in tail, and before Election the Feoffee make a Feoffment of both: Now his Election is gone, and the Feoffor may enter upon which he will for Forfeiture, *Co. 2. 37.*

If one grant a Rent-charge, and after the Grantee disfrain and avow for it in a Court of Record, or bring an Annuity, and have a Judgment in it; in these cases his Election is gone: So if the Grantee of the Rent, before Election, purchase the Land, or release all Annuities, it seems his Election is gone, *Dyer 344. 140.* But in cases where the Gift or Grant is of one thing, but by several Titles, or in a divers manner: As in the case of Lease that hath words of Bargain and Demise also; or of a Grant of a Rent; the alteration of the estate of him in Reversion, or the death of either of the parties will not determine the Election: And if in the first case the Lessee enter generally, and do not declare how he will take it; this is no Determination of his Election, *Co. 2. 37.*

If a Term be given to the Executor, and he enter generally, and do not declare how, whether as Legatory, or as Executor; this is no Determination of his Election, but he may afterwards make his Election well enough, *Co. 2. 37.*

And

If a Lessee for years be of Land, determinable upon the death of *J. S.* and he grant a Rent-charge out of his Land, and before the Election of the Grantee how to take this Rent *J. S.* die; so that now the Land cannot be charged; yet the Grantee his Election is not so gone, but he may charge the Grantor in an Annuity, *Co. 2. 36.*

If one give to a man two Acres of Land, to have one in Tail, and the other in Fee, and he make a Feoffment of both; in this case the Election is not gone, to the Heir in Tail; for he may bring a Foemodon for either, *Co. 2. 36.*

If an Issue in Tail make a voidable Lease and die, and the Guardian of his Heir avoid him (as he may) yet, this notwithstanding, the Election of the Heir at his full age remaineth, *Co. 7. 7.*

If one grant a Rent-charge in Fee, without the words *pro se & hereditas suis*, and the Grantee bring a Writ of an Annuity against the Heir, and after discontinue his Suit, yet he hath the same Election he had, and may disfrain the Land, *Dyer 344.*

If

If a Grantee be in the dis-junctive of two Annual things, and things of continuance; if the Election belong to the Grantor, and he fail of the day, his Election is not gone; otherwise it is of things that are to be performed *Antea vice* only: As if one grant by Copy, twenty Trees growing upon Black-acre, or White-acre to be cut down yearly by himself, and delivered to the Grantee such a day, and the Grantor fail at the day, yet his Election is not gone, *Co. of Escheat. 120.*

In most of all these cases be ore, when once a man hath made his Election it is peremptory to him, and shall never after wave it, and chuse again: So also after a Judgment for Debt or Damages, where a man hath an Election what execution to take; if he have taken Execution by Elegit, it seems he cannot afterwards take any other remedy for recovery of his Debt or Damages upon the Judgment, *Dyer 229. 60.*

Where a Lord by Customs may seize a Herriot, the best Best, and he chuseth one of the worst; he is bound by this, and he shall not chuse again. See more for this in *Contrails, 16 H. 7. 4.*

But where a man hath the Election of one Action of two, and he sue, and the other appear, and after is non-suit; this is no Determination of his Election, *Co. upon Litt. 146.*

For Election of Persons to any Office or place, these things are to be known.

1. Elections to Colledges, Churches, Hospitals, Schools, Halls, Benefices, Ecclesiastical Dignities, and Societies must be free.

2. So must the Admissions and Institutions be into such places, free.

3. None may by threats disturb free Elections.

4. If any take any thing, or a promise of any thing to give his voice for an Election, it makes the Election void, and another may be chosen.

5. If a man take any thing, or a promise of any thing for resigning a place, he that gives is hereby made incapable of the place.

6. If any take any thing, or any promise of any thing for a Presentation or Collation to a Benefice, by this he is made incapable of it, see *Simony.*

7. So it is of Corrupt Exchanges and Resignations, between Incumbents of their Benefices, if they be with cure of Souls, 31 *Elizabeth. Westm. 1.* And *Archiep. Cleri, and Wignate, Abridgment of them: Fit. Election.*

7. Where an Election is peremptory, or not.

8. Election of persons.

CHAP. LXXIV.

Of an Infant and Engagement.



By an Infant, commonly and properly in our Law, is meant one that is in his Nonage, under the age of one and twenty years, whether Male or Female, *Co. super Litt. 171.* But the word is sometimes taken more largely: And the Law hath a great respect to Infants, to protect them from wrong, and to preserve their estate; and therefore doth give them many Privileges, and Benefits above others; as in many cases.

First, Not to be sued, till they be of full age.

Secondly, Not to be bound by their Contract, or their other Acts, that may turn to their prejudice, but only in some special cases; for which see in *Age.* And wrongs done to them, are more severely punished than to others.

1. An Infant, what.

2. Their Privileges.

3. S.S. 1.

P.p.p.

For

Liber iste, cui titulus *Glossarium Archaologicum*
IMPRIMATUR

Aprilis 7.
1669.

GUIL. MORICE.

GLOSSARIUM ARCHAIOLOGICUM:

CONTINENS

LATINO-BARBARA.

peregrina, obsoleta, & novata: significationis *VOCABULLA*; quae post labefactatas a Gothis, Vandalisq; res Europaeas, in Ecclesiasticis, profanisq; Scriptoribus; variorum item Gentium Legibus antiquis municipalibus, Chartis, & Formulis occurrunt.

SCHOLIIS & COMMENTARIIS

illustrata; in quibus prisca Ritus quam-plurimi, Magistratus, Dignitates, Munera, Officia, Mores, Leges ipse, & Consuetudines enarrantur.

AUTHOR

Henrico Spelmanno

Equite, Anglo-Britanno.

*Orator audaci tenebrosa per aquora vela,
Cynarum tentare adytum: submersaq; lethi
Sistere de barathro luci. Da maxime rerum
Conditor, ut fugiens syries, scopulosaq; lateat,
Fasci inveniam quasvis litoris portus;
Et te perpetuo dulcorum carmine laudem.*

LONDINI.

Apud ALICIAM WARREN Anno Domini
MDCLXIV.

[illegible]

Ejezum mark.] Vide VVercum.
Kierm. Byer.] Vox Forar. Iter :
 (in Gallis Sape) etlio. Vide Iter, de Insti-
 ciarii itinerabili, sem errantes : nam iter eliam
 error dicitur.

¶ *q. Cinetius, Eucinetus, Euryctis & Af-*
metius. *Prinogenitus*, junior. Vox forensis,
a *Græc. cinis*, hoc idem significante. *Par-*
cinetus, ea dicitur que in heredienda heredi-
tate solum prinogenitus cedit i cuius etiam
in eligendo prærogative, *afmetia* apud Plotam
appellatur. In Scaur. Scor. Rob. l. ca. 3. *Qui-*
amque, in est capitulum partem illius heredi-
tatis habet.

qu[od] *Elaboratus et Laboratus.*] In legibus
 et Charit antiquis, saepe veniunt pro eo quod
 quis suo labore vel industria perquisivit
Laborus et elaboratus, pro acquirere, vel lu-
 crari. Tridit. Pudent. lib. 7. ca. 28. *Tradi-*
tu circumspectum manu de Sanctius Bassianus
antiqui prepositi in elaboratu suo visum
non habere, praeter a brevis, totum et in-
gratu. Id sunt vici 3. p[er]it 20. brevis 2.
vices 38. duo caballi, vestimenta, et va-
rietas, ut quatuor die vivamus sine per bene-
habitu. Lib. 2. Trad. 26. *Tradu-* *dimi-*
ditur manu p[er]venerunt habetis. et *Quid*
paries de manu elaboratu. In loco qui dicitur *Lu-*
cius ripian *Basianus* *Enid* *id est p[er]it* *visum*
complecti. Tradit et *omni elaboratu* *visum*

galegulae deinceps elaboravit. Et 68. Tractat
Rugeria Abbas -- propriis ancillis sua munus
vix -- et totum elaboratum dicit ancillis, id est
Hamburg. Longob. 3. Tit. 4. l. 5. Nec pra
sumat -- aliam homini causam facit
(id est rem) taller, vel suum laboratus. I.
Sal. ca. 47. si tibi aliquid elaboravi --
me trah.

¶ *Elidiatas.*] Formul. Solen. 167. I
judicio evindicacionis de colono. Coloneus
— habet evindicacionem vel elidiatam. For-
mul. 170. in mortua de terti evindicacione
Propterque iuribus — si ipsam terram ip-
sibus habet evindicacionem acq. elidiatam

Simile, formula 1.4. Formul. 35, in dictione
 quae patet deest filium: *quere diu ad
 vrbem* (sic) *iffi*, quoniam *barbarum* est, contra
 verum germanum et germanum, quod erudit vel
 indolis, veluti possidet. Etiam Formul. 30, *for
 mulis iudici conspectusque pars monasterii*
nostru, etiam vbius profertur reuerentia
 facinus dominum. Lindenbrogius optinuit laque
 diuini, ut videtur aliquando ad inscriptionem 1.4.
 Cod. de nido. cognit. Bignonius etiam in
 Not. ad di. Formulam 170 (quam in laque
 editione inter Veteres refert, c. 7.) locum
 corruptum exilimant, refutandusque: *eligitur*
quasi nra sit item et conuersusque possim.
 Et hic proculdubio verbi sensus est, locus ter
 minus interge videbatur: ut npi nra
 auctoritate. Etiam Formul. 30, *for
 mulis iudici conspectusque pars monasterii*
 aliquando pro quadam sententia dicitur, hoc verbum
 non audio extrahere.
 Mat. Paris. Regg. lib. 1.
 c. 13. *explantare* dixit pro *Eligere*, vel

¶ *Emenda, Emendatio.* Quod in reformationem chemi tribuitur: a Gal. *Emenda be emenda.* In hoc a multis differt, quod multis iudici, *emenda* pro: *sepe datur.* Spec. Sax. lib. 1. Art. 73. *Judez in two hundred nullum habet et non emendans, eo quod Judez agere non potest, et iudicare: nemini vero et emendare, nisi aliter.* Idem, illustris: *emendans non competere iudici ab aliquibus oneratus est.* Sed et pecuniam mutam, *emendans* effi. Autor est (apud Bignonium) Petrus Fontanus (qui B. Lodovico R. clari) Et in Marcis in prefixa notis legibus multe probant aucto-ritates. Videat etiam *emenda* illa triplex fuisse, maior, media, minor. Nam in LL. *Emenda* Edouard. mai. ca. 35. p. 138. sic legitur *maior, media, minor. Emenda, quae emendat forisq.*

— *Tempus, mater emendationis* fortis-
sima Sacramenti lib. 4.4. lib. Hæc forte emen-
datio; alias fortissima plena; alias plena
vix dicitur. Media autem emendatio, &
ibidem tractat. ca. 13. De opore verò si fiat,
opari differatur, & *emendationis dicitur*.
Minima emendatio ea videtur fuisse, quæ
lenissime apponatur & respiciunt fortē
tunc illæ emendationes, graviores illæ, quæ
insecutionibus, *emendationem, sunt, & redemptio*
appellatur. Quære.

Sic emendare pro mulctari. L.L. c.1d.ca.99. Emendare.
pa. 136. Deinde Regi graviter emendare de-

68. De ~~tertia~~ ^{tertia} ~~verba~~ (culpa) ^β ~~se non emendare-~~
rij. ~~mat. 1897.~~

Emme Christen. Frater in Christo.
Saxonicum, quod male intelligentes, even
Christian proferunt: atque ita editur in O-
ratione Henrici VIII. ad Parlamentum an.
regn. 37. Sed rectè in L.L. Edwardi Confes.
ca. 36. *fratrem suum* — quod Angli & cuncti
emne Chris. ten.

¶ **Emphyteusis.** Dicitur cum quis prædium tali lege acceperit, ut vel ea conferat, vel emendatione reddat: à Gr. ἐμψυτῶσι, i. confero. Vulgariter autem idem est, quod conductio.

195

conductio seu elocatio praeclari. Greg. Mag.
Regist. Lib. 1. Epist. 90. *Quod terrarum vel insularum
La Ecclesia nostra in emphyteusim, sibi pastoraliter
dedit. Aliis & rectius Emphyteusis, unde Emphyteu-
stus & emphyteutes qui fundum sic ac-
cipit.*

¶ *Angliceria, u. Angliceria.*] Fide-
tiam substantivum ē Saxon. *Engle*; c. *Ang-*
lica. Quasi *Anglon*, vel natives Angli-
Prisū apud Angles legis appellatio, cuius or-
cunq; vigorem, & interitum indicabimus. Te-
stantur lex Edwardi Confessoris c. 37.
omnes Danos per universum regnum Angli-
sub prætextu inspicendum amponi unius
cujusq; patriæ, uno eodemq; die & Ehelred
Rege occidē esse. Deinceps igitur cum regna
solum adeptus esset Rex Danorum Canutus
ut filiū loq; fidelitū caveret, duraturnū re-
ruit exercitū, qui populū gravit̄ atre-
rens, introducendū legē occasū suū; ut Bra-
ctonius 1. 3. tit. 1. c. 3. de mundo agens per-
spicit̄ retulit. *Sic insensibilis, cognitis furis*

ficut iugiter hinc et Frangitur, quod Angli-
 bus Anglicos fit probum, per peritiam, & co-
 ram Anglicis prefantur. §. 3. Cumque veri
 inviolabilem iudicantem, fuit: quod in di-
 cta Regis Duxatum, qui post Anglicam ac-
 quifitionem & pacificationem, regem hanc Angli-
 am, remittit ad Ducatum crevitque iuram. Et
 ipfi hanc Angliam erga ipfam Regem Com-
 mune fubijctionis erant, aut quicquid Res
 in Anglia fecum retinet, finem pacem per-
 omnia habere: ita quod fitque Angliam, di-
 cte hominum regem Rex fecum additit inter-
 fectur, si fit super hoc destruitur non poffit iudi-
 cium Dei (fecit aqua vel ferro) foret de ius-
 titia. Si autem Angliam & deplum paffi-
 folvatur pro eo de marca, & colligebantur
 de villa, ubi qui ipfi iudicant, & dea qui
 non poffit non habuerunt: & fit alii
 in villa, qui non poffit non habuerunt: &
 in hinc, in hinc Regis deplum. §. 4.
 Et deplum non habuerunt, qui non poffit non
 habuerunt, qui non poffit non habuerunt.

peruenit quoniam. Et accipit notitiam de translatione actus & de
 operatione: quia sic notus sit vel extraneus, illi
 qui inspicit illi sit semper transibitor Francigena-
 rum, nisi Anglicaribus, nisi iuribus eorum iusticia-
 rum prestantia, &c. Vides legem hanc la-
 tam iustitiae (ex iure hospitalitatis) in prelium
 extraneorum, viz. Danorum prout, &
 deinde (cum ingressi essent Normanni)
 Francigenarum: quorum caedes multo grauius
 plebs habet quam Anglorum. In coniugio
 non rectius potest fieri, si legaliter confiter de
 Anglicis inuicem: hoc est, cum Angli-
 cum fidei: non Danum, non Francum, non
 extraneum.

Abrogata tandem est lex ista, Statuto anni
14. Ed. III. ut Statfordius petiit l. 1. c. 10.
ubi & *Englefebrum* asserit fuisse instructio-
nem legis Communitatis: Ex quo animadvertas
hodiernos Jurisconsultos, id legi Communi-
tatis, eorum iurim nec in Annalibus suis,
nec in Statutorum volumine deprehenderint.
Vide *P'altikeva*.

¶ *Ecce, Ecce.*] *Consul, Comes. Von*
Danica, & ab illis { *quibus olim rex & illi,*

[illegible]

Sic autem Ecclesiam in lege quam tunc de
singulorum capitum afflictione. *Archiepiscopus*
7 Episcopi pargilis bis an. 10.
Episcopi 7 Byscopi 7 Catholunnes
viii. 10. 11. Archiepiscopi 7 Episcopi
afflicti, 10000. rhorina sunt. Episcopi 7
Aldermanni 8000. Walafidus Strabo de rebus
Ecclesiis. et. 11. cum Archiepiscopis regi-
bis, Metropolitans Ducibus comparatur:
Quod (inquit) Comes vel praefatus in seculo,
huc Episcopi ceteri in Ecclesia capiunt.
Et *Edseldom* huc loco pro capite accipien-
dum monent etiam *Inr. L. c. 36. ubi de*
Aldermanni loquutus qui fuerit tradere per-
mittit, ita habent: *Gifhe Edseldom 77.*
Solige hie parda. Si Aldermanni si qui
huc fecerit *perda. Constatum sumu.*
Comitatum dabit qui perderet, nisi *Com-*
es aut quis ea rempente iudicium na-
lie de fudo, in Comitatu capis, nisi *Com-*
es?

Sed qui tandem sit ut nos *Erlas* nostros à Danis acceptemus, cum ipsi ne hodie quidem aut *Erlas*, aut Comitatus, aut Barones acciperent? Certe nomen acceptum, non gradum. Nec *Erl* alius quid significatum proprie, quam (ut dicitur) Saxonicus nobilis. *Aldermanus*: seniorum nempe, & per translationem honorarum, quo honorandi omnium Gentium suffragio) seniores: ex quo & ipsi *Seiores*. Reges hoc solo nomine lub illis seculis designabantur. Vide *Saxie*. Erlevid (*audio*) ipse vocat *Eari* apud Danos, etiam *erl* & *er*, pro *hereto*: remeunt hi tamen inde comitum adjectivum *erls*, Episcopatus: hodie disjuncti, *erls* & *erlevis* manebit, i. *heretici* & *hereticus* vir, ut certiorum me fecit intrudendum juvenis Canutus Willfreds, Jacobi regni Danie Castellatis filius. *Erlas* autem patrum mihi mentionem exhibent, leges Canuti regis (qui etiam Danus fuit) par. a. c. 69. ubi digressus amplitudinem melius judices ex indocto ci *hereto* quod his infra vide in *Hirsdalano*.

N O M O - A E E I K O N :
A
LAW-DICTIONARY,
Interpreting such Difficult and Obscure
Words and Terms,
As are found either in
Our Common or Statute, Ancient or Modern,
L A W S.
W I T H
R E F E R E N C E S

To the several Statutes, Records, Registers, Law-Books,
Charters, Ancient Deeds, and Manuscripts,
Wherein the Words are used :
And Etymologies, where they properly Occur.

The *SECOND EDITION*, with some Corrections, and
the Addition of above Six Hundred Words.

Coke on Littl. fol. 68. b.

*Ad rectè docendum oportet primò inquirere Nomina ; quia rerum cognitio
à nominibus rerum dependet.*

By *T H O. B L O U N T* late of the *Inner-Temple*, Esq;

L O N D O N : Printed for *H. Herringman, T. Newcomb, R. Chisvel, and
R. Bentley* ; and sold by *Tho. Salusbury* at the Sign of the Temple
near *Temple-Bar* in *Fleets-street*. M. DC. XCL

E N

E N

near before Qualification, which is a great mistake.

Emendato. (*Emenda*.) Is an old word, still used in the Accounts of the *Inner-Temple*; where in much in *Emendato* at the foot of an Account, signifies so much in the Bank or Stock of the House, for Reparation of Losses, or other emergent occasions; *Quod in refectionibus damis trivocatur.* *Uryt Spelman.*

Empanel. (*Empane* in *Allice de Jurat.*) Signifies the Writing and Entering the Names of a Jury into a Parliament Schedule, or Roll of Papers, by the Sheriff, whom he has Summoned to appear for the performance of such public Service, as Juries are employ'd in. See *Panel*.

Empurance. (From the French, *Panser*, to spend.) Signifies a Defect or Pardon in Court at a Day to pass, what is left to do; (the Civilians call it, *Peritorem induratum*.) *Kilburn*, (fol. 200.) says, *If he impar, or pray continuance*, &c. where *praying continuance* is spoken interpretatively; and fol. 201. mentions *impurance general and special*; The first seems to be that which is made only in one word, and in general terms: *Empurance special*, where the Party requires a Day to deliberate; adding also these words, *Solum omnium adiutorem tam ad iurisdictionem Curie, quam ad breve et narracionem*—or such like. *Bracton* useth it for the continuance of a Jury upon the Cause committed to them, ca. 34. See *Impurance*.

Encheion. (French) Signifies Occasion, Cause or Reason, wherefore any thing is done. 30 *Litt. 1. ca. 3.* See *Shene in hoc verbum*.

Entrenchment, or Arraignment. (Fr. *Entrenchement*, i. A grasping, or loosing.) Signifies an unlawful encroaching, or pattering in upon another Man's. As if two Men's Grounds lying together, the one proleth too far upon the other; or if a Tenant owe two shillings Rent-Service, and the Lord exacts three. See *Hugh and Hugh* *Sennet* *enrolled* into them Royal Power and Authority. *Ann. 1. Edm. 3. in Poem.*

Enselement. (*Indictamentum*, from the Fr. *Enseiner*, i. Defere *venen* *alicuius*.) Is a Bill or Declaration drawn in form of Law, for the Benefit of the Common-wealth, and exhibited by way of Accusation against one for some offence, either Criminal or Penal, and preferred unto Jurymen, by their Verdict found and presented to his Court before a Judge or Officer, that has power to punish, or censure the Offence. An *Indictment* is always at the Suit of the King, and differs from an Accusation in this, That the Preferrer of the Bill is no way tied to the Proof of it, upon any Penalty, except there appear conspiracy. See *Shenel*, pl. 106. lib. 2. ca. 23. 1793. 12. *Enselement* of Treason, and of all other things ought to be made curiously and certainly proved. *Coke 1. Rep. Cabot's Case.* The day, year and place must be put in. See the Stat. 37 Hen. 3. ca. 3. And 3 *Parl. Hist.* fol. 124.

Ensurment. (*Ensurment*.) Signifies the bestowing or assuring of a Donor's See *Donor*. But it is sometimes used Metaphorically, for the

setting forth or severing a sufficient portion for a Vicar towards his personal maintenance, when the Benefice is appropriated. See *appropriation*, and the Stat. 13 *Rich. 2. ca. 5.*

Entowment or la plus belle part. Is where a Man dying seized of some Lands soldier to Knightservice, and either some in Socage, the Widow is ipso of her Dower, in the Lands helden in Socage, as being the faire or better part. Of which see *Littetons* at large, lib. 1. cap. 5.

Enfranchise. (French, *Enfranchiser*, To make Free, to Incorporate a Man in any Society or Body Politick, to make one a Free Denizen.

Enfranchisement. (French.) Signifies the Incorporating a Man into any Society or Body Politick; For example, he that by Charters is made Denizen of England, is said to be *enfranchised*; and so is he that is made a Citizen of London, or other City, or Burgh of any Town Corporate; because he is made partaker of those Liberties that appertain to the Corporation, wherunto he is *enfranchised*. See *Villain* was *enfranchised*, when he was made Free by his Lord.

Engleerie. Engleberie or Englefisherie. (Engleberie.) Is an old Abstract word, signifying the being an Englefishman. For example, if a Man were privily slain, or murdered, he was in old time accounted *Englefisherie*, (which comprehended every slain, especially *thems*) until *Englefisherie* was proved, that is, until it were made manifest, that he was an *Englefishman*. *Bracton* lib. 3. cap. 2. cap. 15. *Ann. 3.*

This *Engleerie* (not the Abuses and Treacheries that afterward were perceived to grow by it,) was absolutely taken away, by Stat. 14 *Edm. 3.* cap. 4.

Enheritance. See *Inheritance*.

Enita pars. See *Enice*.

Enpleer. Was antiently used for implead—may Enpleer and be Enpleaded in. *ad Curia* *Mon. Angl.* 3. par. fol. 412. &

Enquell. Fr. (*Lat. Inquisitio*.) Is essentially taken for the *Inquisition* of Jurors, or by Jury, which is the most usual trial of all Causes, both Civil and Criminal in this Realm. For in Causes Civil, after such proof is made on either side, as each Party thinks good for himself, if the doubt be by the fact, it is referred to the discretion of Twelve indifferent Men, impanelled by the Sheriff for the purpose; and as they bring in their Verdict, so Judgment passeth; For the Judge (till the Jury find the Fact true, then is the Law (if their Verdict do not contradict it) then and is no Judge. As in the *Request* in Causes Criminal. See *Jury*, and see Sir Theophilus's *Repub. Angl.* lib. 2. cap. 10. An *Enquell* is either of Office, or at the Mute of the Party. *Stat. 11. Ric. 1. lib. 2. cap. 12.*

ENAIL

APPENDIX A: “EMOLUMENT” IN ENGLISH LANGUAGE DICTIONARIES, 1604-1806

M A

Marganto amissa per trahuntur. Is a Writ for the Tenant in Frank-marriage, to recover Lands, &c. whereof he is deforced by another. *Reg. fol. 171.*

Marganto hospitado. See *Forisfactum Marganto*.

Martina Anglia; the **Exchequer** arising in the King from the Sea, with Shropps anciently collected, but now afterwards granted to the Admiral. *Par. 2. Hen. 3. m. 4. Ricardus de Lucy dicitur habere Martinam Anglie.*

Mark; Merva; from the Sea Merve. *Signum.* In ancient time I find a Mark of Gold was right current. *Item Annals, pag. 12.* and was valued at 6 L. in Silver. *Reg. Mag. Pisa de 1. Hen. 2. or in others writ 6 L. 4. A Mark of Silver is now well known to be 13 s. 4 d. *Chen. Reg. Joh. de die R. Regis Londonie ut R. Ricardus. Pat. 3. Joh. m. 17. & 21. Affiguntur et per alia sua in his modis argenti annuatim. 13 s. 4 d. interpretatio per Merva.**

Markethell (*Markethell*) — *Et videntur per m. de Strickland & de Markethell xxii s. 6 d. in eadem terra pertinent ad Honorem de Haulum. See Coll. M. 8. in Bibl. Cant. Ingentius Tell of the Mark.* The word *Tell* importing a payment. I find it elsewhere written *Markethell.* *Plac. apud Croydon 31. Edw. 1.*

Mark of money; Was one penny paid to Mahlun, by those who had Pipes or Gutters laid or made out of them. *Hindson the Straws. Hill 15 Ed. 1. Mr. Philips of Porcum.*

Markes (*Markes*) Comes from the Fr. *Marche; i. Equorum, forum rinduarum,* and signifies the same thing with us; as also the County or Priviledge whereby a Town is entitled to keep a *Market.* *Old Nat. Br. fol. 149. So Bradon ubi n. Lib. 2. cap. 34. m. 6. & 6 s. 4. cap. 48. where he shews, that one Market ought to be distant from another, See *Isca & dimidium & terram partem dimidia.* By Stat. 17 Hen. 6. cap. 5. no Fair nor Market is to be kept upon any Sunday, nor upon the Feasts of the Ascension of our Lord, Corpus Christi, the Assumption of our Blessed Lady, All Saints, nor Good Friday; except for necessary victual, and in the time of Harvest.*

Marle (*Marle & Marles*) Is a kind of Earth or Mineral, which Men, in divers parts of this Realm, cast upon their Land, to make it more fertile. It is otherwise called *Malle.* *Ann. 17 Edw. 4. cap. 4.*

Marlerium or **marlerium.** A *Marlepor.* *Sciam — quid ego Regem in Teuile dedi — Henricus de Hengford & Laredus sua, &c. — Et quod habent nomen liberatam & liberam communiam in bosca, in plana, in via, in semita, in aqua, in molenis, in leuaria, in turbaria in quercu, in pascuis, in Marleris, & in omnibus aliis locis & possessionibus ad prelatum Marlerium de Tonge. Item — Et quod ratiunt Marlaro pro voluntate sua ad terram suam marlaro.* And in an-

M A

other Dialect. *Ann. Hen. Martini, Martini Lant.*

Marque (from the Sea Merve. *Signum.*) Signifies to our ancient Statutes as *Marque* in *Appellatus* at Hen. 4 Hen. 5. 1487. *Marque* and *Appellatus* used as *Marque*, *Appellatus* of *Marque* at the last Signification. *See Reg. fol.*

Marque or **Marque** (*Marque* *per* *una* *unum* *marque*) Is a Title of Honour, used before an Earl, and next after a Duke. *See Clarendon Epistol. sig. Regis de Marcomar. Richard de Aulnoy, Regis de Clarendon, Regis de Lescar, Hen. Carrouy & de de Lescar, cum Marle. Hen. 4. Hen. 5. Hen. 6. Hen. 7. Hen. 8. Hen. 9. Hen. 10. Hen. 11. Hen. 12. Hen. 13. Hen. 14. Hen. 15. Hen. 16. Hen. 17. Hen. 18. Hen. 19. Hen. 20. Hen. 21. Hen. 22. Hen. 23. Hen. 24. Hen. 25. Hen. 26. Hen. 27. Hen. 28. Hen. 29. Hen. 30. Hen. 31. Hen. 32. Hen. 33. Hen. 34. Hen. 35. Hen. 36. Hen. 37. Hen. 38. Hen. 39. Hen. 40. Hen. 41. Hen. 42. Hen. 43. Hen. 44. Hen. 45. Hen. 46. Hen. 47. Hen. 48. Hen. 49. Hen. 50. Hen. 51. Hen. 52. Hen. 53. Hen. 54. Hen. 55. Hen. 56. Hen. 57. Hen. 58. Hen. 59. Hen. 60. Hen. 61. Hen. 62. Hen. 63. Hen. 64. Hen. 65. Hen. 66. Hen. 67. Hen. 68. Hen. 69. Hen. 70. Hen. 71. Hen. 72. Hen. 73. Hen. 74. Hen. 75. Hen. 76. Hen. 77. Hen. 78. Hen. 79. Hen. 80. Hen. 81. Hen. 82. Hen. 83. Hen. 84. Hen. 85. Hen. 86. Hen. 87. Hen. 88. Hen. 89. Hen. 90. Hen. 91. Hen. 92. Hen. 93. Hen. 94. Hen. 95. Hen. 96. Hen. 97. Hen. 98. Hen. 99. Hen. 100. Hen. 101. Hen. 102. Hen. 103. Hen. 104. Hen. 105. Hen. 106. Hen. 107. Hen. 108. Hen. 109. Hen. 110. Hen. 111. Hen. 112. Hen. 113. Hen. 114. Hen. 115. Hen. 116. Hen. 117. Hen. 118. Hen. 119. Hen. 120. Hen. 121. Hen. 122. Hen. 123. Hen. 124. Hen. 125. Hen. 126. Hen. 127. Hen. 128. Hen. 129. Hen. 130. Hen. 131. Hen. 132. Hen. 133. Hen. 134. Hen. 135. Hen. 136. Hen. 137. Hen. 138. Hen. 139. Hen. 140. Hen. 141. Hen. 142. Hen. 143. Hen. 144. Hen. 145. Hen. 146. Hen. 147. Hen. 148. Hen. 149. Hen. 150. Hen. 151. Hen. 152. Hen. 153. Hen. 154. Hen. 155. Hen. 156. Hen. 157. Hen. 158. Hen. 159. Hen. 160. Hen. 161. Hen. 162. Hen. 163. Hen. 164. Hen. 165. Hen. 166. Hen. 167. Hen. 168. Hen. 169. Hen. 170. Hen. 171. Hen. 172. Hen. 173. Hen. 174. Hen. 175. Hen. 176. Hen. 177. Hen. 178. Hen. 179. Hen. 180. Hen. 181. Hen. 182. Hen. 183. Hen. 184. Hen. 185. Hen. 186. Hen. 187. Hen. 188. Hen. 189. Hen. 190. Hen. 191. Hen. 192. Hen. 193. Hen. 194. Hen. 195. Hen. 196. Hen. 197. Hen. 198. Hen. 199. Hen. 200. Hen. 201. Hen. 202. Hen. 203. Hen. 204. Hen. 205. Hen. 206. Hen. 207. Hen. 208. Hen. 209. Hen. 210. Hen. 211. Hen. 212. Hen. 213. Hen. 214. Hen. 215. Hen. 216. Hen. 217. Hen. 218. Hen. 219. Hen. 220. Hen. 221. Hen. 222. Hen. 223. Hen. 224. Hen. 225. Hen. 226. Hen. 227. Hen. 228. Hen. 229. Hen. 230. Hen. 231. Hen. 232. Hen. 233. Hen. 234. Hen. 235. Hen. 236. Hen. 237. Hen. 238. Hen. 239. Hen. 240. Hen. 241. Hen. 242. Hen. 243. Hen. 244. Hen. 245. Hen. 246. Hen. 247. Hen. 248. Hen. 249. Hen. 250. Hen. 251. Hen. 252. Hen. 253. Hen. 254. Hen. 255. Hen. 256. Hen. 257. Hen. 258. Hen. 259. Hen. 260. Hen. 261. Hen. 262. Hen. 263. Hen. 264. Hen. 265. Hen. 266. Hen. 267. Hen. 268. Hen. 269. Hen. 270. Hen. 271. Hen. 272. Hen. 273. Hen. 274. Hen. 275. Hen. 276. Hen. 277. Hen. 278. Hen. 279. Hen. 280. Hen. 281. Hen. 282. Hen. 283. Hen. 284. Hen. 285. Hen. 286. Hen. 287. Hen. 288. Hen. 289. Hen. 290. Hen. 291. Hen. 292. Hen. 293. Hen. 294. Hen. 295. Hen. 296. Hen. 297. Hen. 298. Hen. 299. Hen. 300. Hen. 301. Hen. 302. Hen. 303. Hen. 304. Hen. 305. Hen. 306. Hen. 307. Hen. 308. Hen. 309. Hen. 310. Hen. 311. Hen. 312. Hen. 313. Hen. 314. Hen. 315. Hen. 316. Hen. 317. Hen. 318. Hen. 319. Hen. 320. Hen. 321. Hen. 322. Hen. 323. Hen. 324. Hen. 325. Hen. 326. Hen. 327. Hen. 328. Hen. 329. Hen. 330. Hen. 331. Hen. 332. Hen. 333. Hen. 334. Hen. 335. Hen. 336. Hen. 337. Hen. 338. Hen. 339. Hen. 340. Hen. 341. Hen. 342. Hen. 343. Hen. 344. Hen. 345. Hen. 346. Hen. 347. Hen. 348. Hen. 349. Hen. 350. Hen. 351. Hen. 352. Hen. 353. Hen. 354. Hen. 355. Hen. 356. Hen. 357. Hen. 358. Hen. 359. Hen. 360. Hen. 361. Hen. 362. Hen. 363. Hen. 364. Hen. 365. Hen. 366. Hen. 367. Hen. 368. Hen. 369. Hen. 370. Hen. 371. Hen. 372. Hen. 373. Hen. 374. Hen. 375. Hen. 376. Hen. 377. Hen. 378. Hen. 379. Hen. 380. Hen. 381. Hen. 382. Hen. 383. Hen. 384. Hen. 385. Hen. 386. Hen. 387. Hen. 388. Hen. 389. Hen. 390. Hen. 391. Hen. 392. Hen. 393. Hen. 394. Hen. 395. Hen. 396. Hen. 397. Hen. 398. Hen. 399. Hen. 400. Hen. 401. Hen. 402. Hen. 403. Hen. 404. Hen. 405. Hen. 406. Hen. 407. Hen. 408. Hen. 409. Hen. 410. Hen. 411. Hen. 412. Hen. 413. Hen. 414. Hen. 415. Hen. 416. Hen. 417. Hen. 418. Hen. 419. Hen. 420. Hen. 421. Hen. 422. Hen. 423. Hen. 424. Hen. 425. Hen. 426. Hen. 427. Hen. 428. Hen. 429. Hen. 430. Hen. 431. Hen. 432. Hen. 433. Hen. 434. Hen. 435. Hen. 436. Hen. 437. Hen. 438. Hen. 439. Hen. 440. Hen. 441. Hen. 442. Hen. 443. Hen. 444. Hen. 445. Hen. 446. Hen. 447. Hen. 448. Hen. 449. Hen. 450. Hen. 451. Hen. 452. Hen. 453. Hen. 454. Hen. 455. Hen. 456. Hen. 457. Hen. 458. Hen. 459. Hen. 460. Hen. 461. Hen. 462. Hen. 463. Hen. 464. Hen. 465. Hen. 466. Hen. 467. Hen. 468. Hen. 469. Hen. 470. Hen. 471. Hen. 472. Hen. 473. Hen. 474. Hen. 475. Hen. 476. Hen. 477. Hen. 478. Hen. 479. Hen. 480. Hen. 481. Hen. 482. Hen. 483. Hen. 484. Hen. 485. Hen. 486. Hen. 487. Hen. 488. Hen. 489. Hen. 490. Hen. 491. Hen. 492. Hen. 493. Hen. 494. Hen. 495. Hen. 496. Hen. 497. Hen. 498. Hen. 499. Hen. 500. Hen. 501. Hen. 502. Hen. 503. Hen. 504. Hen. 505. Hen. 506. Hen. 507. Hen. 508. Hen. 509. Hen. 510. Hen. 511. Hen. 512. Hen. 513. Hen. 514. Hen. 515. Hen. 516. Hen. 517. Hen. 518. Hen. 519. Hen. 520. Hen. 521. Hen. 522. Hen. 523. Hen. 524. Hen. 525. Hen. 526. Hen. 527. Hen. 528. Hen. 529. Hen. 530. Hen. 531. Hen. 532. Hen. 533. Hen. 534. Hen. 535. Hen. 536. Hen. 537. Hen. 538. Hen. 539. Hen. 540. Hen. 541. Hen. 542. Hen. 543. Hen. 544. Hen. 545. Hen. 546. Hen. 547. Hen. 548. Hen. 549. Hen. 550. Hen. 551. Hen. 552. Hen. 553. Hen. 554. Hen. 555. Hen. 556. Hen. 557. Hen. 558. Hen. 559. Hen. 560. Hen. 561. Hen. 562. Hen. 563. Hen. 564. Hen. 565. Hen. 566. Hen. 567. Hen. 568. Hen. 569. Hen. 570. Hen. 571. Hen. 572. Hen. 573. Hen. 574. Hen. 575. Hen. 576. Hen. 577. Hen. 578. Hen. 579. Hen. 580. Hen. 581. Hen. 582. Hen. 583. Hen. 584. Hen. 585. Hen. 586. Hen. 587. Hen. 588. Hen. 589. Hen. 590. Hen. 591. Hen. 592. Hen. 593. Hen. 594. Hen. 595. Hen. 596. Hen. 597. Hen. 598. Hen. 599. Hen. 600. Hen. 601. Hen. 602. Hen. 603. Hen. 604. Hen. 605. Hen. 606. Hen. 607. Hen. 608. Hen. 609. Hen. 610. Hen. 611. Hen. 612. Hen. 613. Hen. 614. Hen. 615. Hen. 616. Hen. 617. Hen. 618. Hen. 619. Hen. 620. Hen. 621. Hen. 622. Hen. 623. Hen. 624. Hen. 625. Hen. 626. Hen. 627. Hen. 628. Hen. 629. Hen. 630. Hen. 631. Hen. 632. Hen. 633. Hen. 634. Hen. 635. Hen. 636. Hen. 637. Hen. 638. Hen. 639. Hen. 640. Hen. 641. Hen. 642. Hen. 643. Hen. 644. Hen. 645. Hen. 646. Hen. 647. Hen. 648. Hen. 649. Hen. 650. Hen. 651. Hen. 652. Hen. 653. Hen. 654. Hen. 655. Hen. 656. Hen. 657. Hen. 658. Hen. 659. Hen. 660. Hen. 661. Hen. 662. Hen. 663. Hen. 664. Hen. 665. Hen. 666. Hen. 667. Hen. 668. Hen. 669. Hen. 670. Hen. 671. Hen. 672. Hen. 673. Hen. 674. Hen. 675. Hen. 676. Hen. 677. Hen. 678. Hen. 679. Hen. 680. Hen. 681. Hen. 682. Hen. 683. Hen. 684. Hen. 685. Hen. 686. Hen. 687. Hen. 688. Hen. 689. Hen. 690. Hen. 691. Hen. 692. Hen. 693. Hen. 694. Hen. 695. Hen. 696. Hen. 697. Hen. 698. Hen. 699. Hen. 700. Hen. 701. Hen. 702. Hen. 703. Hen. 704. Hen. 705. Hen. 706. Hen. 707. Hen. 708. Hen. 709. Hen. 710. Hen. 711. Hen. 712. Hen. 713. Hen. 714. Hen. 715. Hen. 716. Hen. 717. Hen. 718. Hen. 719. Hen. 720. Hen. 721. Hen. 722. Hen. 723. Hen. 724. Hen. 725. Hen. 726. Hen. 727. Hen. 728. Hen. 729. Hen. 730. Hen. 731. Hen. 732. Hen. 733. Hen. 734. Hen. 735. Hen. 736. Hen. 737. Hen. 738. Hen. 739. Hen. 740. Hen. 741. Hen. 742. Hen. 743. Hen. 744. Hen. 745. Hen. 746. Hen. 747. Hen. 748. Hen. 749. Hen. 750. Hen. 751. Hen. 752. Hen. 753. Hen. 754. Hen. 755. Hen. 756. Hen. 757. Hen. 758. Hen. 759. Hen. 760. Hen. 761. Hen. 762. Hen. 763. Hen. 764. Hen. 765. Hen. 766. Hen. 767. Hen. 768. Hen. 769. Hen. 770. Hen. 771. Hen. 772. Hen. 773. Hen. 774. Hen. 775. Hen. 776. Hen. 777. Hen. 778. Hen. 779. Hen. 780. Hen. 781. Hen. 782. Hen. 783. Hen. 784. Hen. 785. Hen. 786. Hen. 787. Hen. 788. Hen. 789. Hen. 790. Hen. 791. Hen. 792. Hen. 793. Hen. 794. Hen. 795. Hen. 796. Hen. 797. Hen. 798. Hen. 799. Hen. 800. Hen. 801. Hen. 802. Hen. 803. Hen. 804. Hen. 805. Hen. 806. Hen. 807. Hen. 808. Hen. 809. Hen. 810. Hen. 811. Hen. 812. Hen. 813. Hen. 814. Hen. 815. Hen. 816. Hen. 817. Hen. 818. Hen. 819. Hen. 820. Hen. 821. Hen. 822. Hen. 823. Hen. 824. Hen. 825. Hen. 826. Hen. 827. Hen. 828. Hen. 829. Hen. 830. Hen. 831. Hen. 832. Hen. 833. Hen. 834. Hen. 835. Hen. 836. Hen. 837. Hen. 838. Hen. 839. Hen. 840. Hen. 841. Hen. 842. Hen. 843. Hen. 844. Hen. 845. Hen. 846. Hen. 847. Hen. 848. Hen. 849. Hen. 850. Hen. 851. Hen. 852. Hen. 853. Hen. 854. Hen. 855. Hen. 856. Hen. 857. Hen. 858. Hen. 859. Hen. 860. Hen. 861. Hen. 862. Hen. 863. Hen. 864. Hen. 865. Hen. 866. Hen. 867. Hen. 868. Hen. 869. Hen. 870. Hen. 871. Hen. 872. Hen. 873. Hen. 874. Hen. 875. Hen. 876. Hen. 877. Hen. 878. Hen. 879. Hen. 880. Hen. 881. Hen. 882. Hen. 883. Hen. 884. Hen. 885. Hen. 886. Hen. 887. Hen. 888. Hen. 889. Hen. 890. Hen. 891. Hen. 892. Hen. 893. Hen. 894. Hen. 895. Hen. 896. Hen. 897. Hen. 898. Hen. 899. Hen. 900. Hen. 901. Hen. 902. Hen. 903. Hen. 904. Hen. 905. Hen. 906. Hen. 907. Hen. 908. Hen. 909. Hen. 910. Hen. 911. Hen. 912. Hen. 913. Hen. 914. Hen. 915. Hen. 916. Hen. 917. Hen. 918. Hen. 919. Hen. 920. Hen. 921. Hen. 922. Hen. 923. Hen. 924. Hen. 925. Hen. 926. Hen. 927. Hen. 928. Hen. 929. Hen. 930. Hen. 931. Hen. 932. Hen. 933. Hen. 934. Hen. 935. Hen. 936. Hen. 937. Hen. 938. Hen. 939. Hen. 940. Hen. 941. Hen. 942. Hen. 943. Hen. 944. Hen. 945. Hen. 946. Hen. 947. Hen. 948. Hen. 949. Hen. 950. Hen. 951. Hen. 952. Hen. 953. Hen. 954. Hen. 955. Hen. 956. Hen. 957. Hen. 958. Hen. 959. Hen. 960. Hen. 961. Hen. 962. Hen. 963. Hen. 964. Hen. 965. Hen. 966. Hen. 967. Hen. 968. Hen. 969. Hen. 970. Hen. 971. Hen. 972. Hen. 973. Hen. 974. Hen. 975. Hen. 976. Hen. 977. Hen. 978. Hen. 979. Hen. 980. Hen. 981. Hen. 982. Hen. 983. Hen. 984. Hen. 985. Hen. 986. Hen. 987. Hen. 988. Hen. 989. Hen. 990. Hen. 991. Hen. 992. Hen. 993. Hen. 994. Hen. 995. Hen. 996. Hen. 997. Hen. 998. Hen. 999. Hen. 1000. Hen. 1001. Hen. 1002. Hen. 1003. Hen. 1004. Hen. 1005. Hen. 1006. Hen. 1007. Hen. 1008. Hen. 1009. Hen. 1010. Hen. 1011. Hen. 1012. Hen. 1013. Hen. 1014. Hen. 1015. Hen. 1016. Hen. 1017. Hen. 1018. Hen. 1019. Hen. 1020. Hen. 1021. Hen. 1022. Hen. 1023. Hen. 1024. Hen. 1025. Hen. 1026. Hen. 1027. Hen. 1028. Hen. 1029. Hen. 1030. Hen. 1031. Hen. 1032. Hen. 1033. Hen. 1034. Hen. 1035. Hen. 1036. Hen. 1037. Hen. 1038. Hen. 1039. Hen. 1040. Hen. 1041. Hen. 1042. Hen. 1043. Hen. 1044. Hen. 1045. Hen. 1046. Hen. 1047. Hen. 1048. Hen. 1049. Hen. 1050. Hen. 1051. Hen. 1052. Hen. 1053. Hen. 1054. Hen. 1055. Hen. 1056. Hen. 1057. Hen. 1058. Hen. 1059. Hen. 1060. Hen. 1061. Hen. 1062. Hen. 1063. Hen. 1064. Hen. 1065. Hen. 1066. Hen. 1067. Hen. 1068. Hen. 1069. Hen. 1070. Hen. 1071. Hen. 1072. Hen. 1073. Hen. 1074. Hen. 1075. Hen. 1076. Hen. 1077. Hen. 1078. Hen. 1079. Hen. 1080. Hen. 1081. Hen. 1082. Hen. 1083. Hen. 1084. Hen. 1085. Hen. 1086. Hen. 1087. Hen. 1088. Hen. 1089. Hen. 1090. Hen. 1091. Hen. 1092. Hen. 1093. Hen. 1094. Hen. 1095. Hen. 1096. Hen. 1097. Hen. 1098. Hen. 1099. Hen. 1100. Hen. 1101. Hen. 1102. Hen. 1103. Hen. 1104. Hen. 1105. Hen. 1106. Hen. 1107. Hen. 1108. Hen. 1109. Hen. 1110. Hen. 1111. Hen. 1112. Hen. 1113. Hen. 1114. Hen. 1115. Hen. 1116. Hen. 1117. Hen. 1118. Hen. 1119. Hen. 1120. Hen. 1121. Hen. 1122. Hen. 1123. Hen. 1124. Hen. 1125. Hen. 1126. Hen. 1127. Hen. 1128. Hen. 1129. Hen. 1130. Hen. 1131. Hen. 1132. Hen. 1133. Hen. 1134. Hen. 1135. Hen. 1136. Hen. 1137. Hen. 1138. Hen. 1139. Hen. 1140. Hen. 1141. Hen. 1142. Hen. 1143. Hen. 1144. Hen. 1145. Hen. 1146. Hen. 1147. Hen. 1148. Hen. 1149. Hen. 1150. Hen. 1151. Hen. 1152. Hen. 1153. Hen. 1154. Hen. 1155. Hen. 1156. Hen. 1157. Hen. 1158. Hen. 1159. Hen. 1160. Hen. 1161. Hen. 1162. Hen. 1163. Hen. 1164. Hen. 1165. Hen. 1166. Hen. 1167. Hen. 1168. Hen. 1169. Hen. 1170. Hen. 1171. Hen. 1172. Hen. 1173. Hen. 1174. Hen. 1175. Hen. 1176. Hen. 1177. Hen. 1178. Hen. 1179. Hen. 1180. Hen. 1181. Hen. 1182. Hen. 1183. Hen. 1184. Hen. 1185. Hen. 1186. Hen. 1187. Hen. 1188. Hen. 1189. Hen. 1190. Hen. 1191. Hen. 1192. Hen. 1193. Hen. 1194. Hen. 1195. Hen. 1196. Hen. 1197. Hen. 1198. Hen. 1199. Hen. 1200. Hen. 1201. Hen. 1202. Hen. 1203. Hen. 1204. Hen. 1205. Hen. 1206. Hen. 1207. Hen. 1208. Hen. 1209. Hen. 1210. Hen. 1211. Hen. 1212. Hen. 1213. Hen. 1214. Hen. 1215. Hen. 1216. Hen. 1217. Hen. 1218. Hen. 1219. Hen. 1220. Hen. 1221. Hen. 1222. Hen. 1223. Hen. 1224. Hen. 1225. Hen. 1226. Hen. 1227. Hen. 1228. Hen. 1229. Hen. 1230. Hen. 1231. Hen. 1232. Hen. 1233. Hen. 1234. Hen. 1235. Hen. 1236. Hen. 1237. Hen. 1238. Hen. 1239. Hen. 1240. Hen. 1241. Hen. 1242. Hen. 1243. Hen. 1244. Hen. 1245. Hen. 1246. Hen. 1247. Hen. 1248. Hen. 1249. Hen. 1250. Hen. 1251. Hen. 1252. Hen. 1253. Hen. 1254. Hen. 1255. Hen. 1256. Hen. 1257. Hen. 1258. Hen. 1259. Hen. 1260. Hen. 1261. Hen. 1262. Hen. 1263. Hen. 1264. Hen. 1265. Hen. 1266. Hen. 1267. Hen. 1268. Hen. 1269. Hen. 1270. Hen. 1271. Hen. 1272. Hen. 1273. Hen. 1274. Hen. 1275. Hen. 1276. Hen. 1277. Hen. 1278. Hen. 1279. Hen. 1280. Hen. 1281. Hen. 1282. Hen. 1283. Hen. 1284. Hen. 1285. Hen. 1286. Hen. 1287. Hen. 1288. Hen. 1289. Hen. 1290. Hen. 1291. Hen. 1292. Hen. 1293. Hen. 1294. Hen. 1295. Hen. 1296. Hen. 1297. Hen. 1298. Hen. 1299. Hen. 1300. Hen. 1301. Hen. 1302. Hen. 1303. Hen. 1304. Hen. 1305. Hen. 1306. Hen. 1307. Hen. 1308. Hen. 1309. Hen. 1310. Hen. 1311. Hen. 1312. Hen. 1313. Hen. 1314. Hen. 1315. Hen. 1316. Hen. 1317. Hen. 1318. Hen. 1319. Hen. 1320. Hen. 1321. Hen. 1322. Hen. 1323. Hen. 1324. Hen. 1325. Hen. 1326. Hen. 1327. Hen. 1328. Hen. 1329. Hen. 1330. Hen. 1331. Hen. 1332. Hen. 1333. Hen. 1334. Hen. 1335. Hen. 1336. Hen. 1337. Hen. 1338. Hen. 1339. Hen. 1340. Hen. 1341. Hen. 1342. Hen. 1343. Hen. 1344. Hen. 1345. Hen. 1346. Hen. 1347. Hen. 1348. Hen. 1349. Hen. 1350. Hen. 1351. Hen. 1352. Hen. 1353. Hen. 1354. Hen. 1355. Hen. 1356. Hen. 1357. Hen. 1358. Hen. 1359. Hen. 1360. Hen. 1361. Hen. 1362. Hen. 1363. Hen. 1364. Hen. 1365. Hen. 1366. Hen. 1367. Hen. 1368. Hen. 1369. Hen. 1370. Hen. 1371. Hen. 1372. Hen. 1373. Hen. 1374. Hen. 1375. Hen. 1376. Hen. 1377. Hen. 1378. Hen. 1379. Hen. 1380. Hen. 1381. Hen. 1382. Hen. 1383. Hen. 1384. Hen. 1385. Hen. 1386. Hen. 1387. Hen. 1388. Hen. 1389. Hen. 1390. Hen. 1391. Hen. 1392. Hen. 1393. Hen. 1394. Hen. 1395. Hen. 1396. Hen. 1397. Hen. 1398. Hen. 1399. Hen. 1400. Hen. 1401. Hen. 1402. Hen. 1403. Hen. 1404. Hen. 1405. Hen. 1406. Hen. 1407. Hen. 1408. Hen. 1409. Hen. 1410. Hen. 1411. Hen. 1412. Hen. 1413. Hen. 1414. Hen. 1415. Hen. 1416. Hen. 1417. Hen. 1418. Hen. 1419. Hen. 1420. Hen. 1421. Hen. 1422. Hen. 1423. Hen. 1424. Hen. 1425. Hen. 1426. Hen. 1427. Hen. 1428. Hen. 1429. Hen. 1430. Hen. 1431. Hen. 1432. Hen. 1433. Hen. 1434. Hen. 1435. Hen. 1436. Hen. 1437. Hen. 1438. Hen. 1439. Hen. 1440. Hen. 1441. Hen. 1442. Hen. 1443. Hen. 1444. Hen. 1445. Hen. 1446. Hen. 1447. Hen. 1448. Hen. 1449. Hen. 1450. Hen. 1451. Hen. 1452. Hen. 1453. Hen. 1454. Hen.*

A NEW
LAW-DICTIONARY:

CONTAINING, THE

Interpretation and Definition of WORDS
and **TERMS** used in the **LAW**; And also the
WHOLE LAW, and the **PRACTICE** thereof, Un-
der all the **HEADS** and **TITLES** of the same.

Together with such

Informations relating thereto, as **Explain the History**
and **Antiquity** of the **Law**, and our *Manners, Customs,* and
Original Government.

Abstracted from all

Dictionaries, Abridgments, Institutes, Reports, Year-Books, Charters,
Registers, Chronicles, and Histories, Published to this Time.

And fitted for the Use of

Barristers, Students, and Practisers of the Law, Members of Parlia-
ment, and other Gentlemen, Justices of Peace, Clergymen, &c.

By GILES JACOB, Gent.

In the **S A V O R:**

Printed by E. and R. NUTT, and R. GOSLING, (Assigns of E. Sayer, Esq;) for J. and J. Knapton, J. Darby, A. Bettelworth, F. Fayer, W. Hears, J. Pemberton, J. Osborn and C. Longman, C. Rivington, F. Clay, J. Watley, and A. Ward. MDCCLXXIX.

E M

Dyer 316. 1 *Nelf. Abr.* 701. And where the Wife hath an Estate for Years, Life, or in Fee, and the Husband sows the Land and dieth, his Executors shall have the Corn. 1 *Nelf.* 702. But if the Husband and Wife are Jointenants, tho' the Husband sow the Land with Corn, and dies before Ripe, the Wife and not his Executor shall have the Corn, she being the surviving Jointenant. *Co. Lit.* 199. When a Widow is endowed of Lands sown, she shall have the *Emblements*, and not the Heir. 2 *Inst.* 81. A Tenant in Dower may dispose of Corn sown on the Ground; or it may go to her Executors, if she die before Severance. *Stat.* 20 *Hen.* 3. 2 *Inst.* 50, 81. And if a Parson sows his Glebe and dies, his Executors shall have the Corn: Likewise such Parson may by Will dispose thereof. 1 *Roll. Abr.* 655. *Stat.* 25 *Hen.* 8. *cap.* 11. If Tenant by Statute-Merchant sows the Land, and before Severance a casual Profit happens, by which he is satisfied, yet he shall have the Corn. *Co. Lit.* 55. Where Lands sown are delivered in Execution upon an Extent, the Person to whom delivered shall have the Corn on the Ground. 2 *Leon.* 54. And Judgment was given against a Person, and then he sowed the Land, and brought a Writ of Error to reverse the Judgment; but it was affirmed; and adjudged that the Recoveror should have the Corn. 2 *Bulst.* 213. If a Disseisor sows the Land, and afterwards cuts the Corn, but before 'tis carried away, the Disseeisee enters; the Disseeisee shall have the Corn. *Dyer* 31. 11 *Rep.* 52. If a Person seised in Fee of Land dies, having a Daughter and his Wife *Præsumpt* *enfant* with a Son; and the Daughter enters and sows the Land, and before Severance of the Corn the Son is born; in this Case the Daughter shall have the Corn, her Estate being lawful and defeated by the Act of God; and it is for the publick Good that the Land should be sowed. *Co. Lit.* 55. A Man seised in Fee sows Land, and then devises the Land by Will, and dies before Severance; the Devisee shall have the Corn, and not the Devisee's Executors. *Winch.* 52. *Cre. El.* 61. Where a Person devises his Land sown, and says nothing of the Corn, the Corn shall go with the Land to the Devisee: And when a Man seised of Land, sows it and dies without Will, it goes to the Executor, and not the Heir. 1 *Litt.* 512. A Devisee for Life dies, he in Remainder shall have the *Emblements* with the Land. *Hab.* 132. Tenant in Fee sows the Land, and devises it to A. for Life, Remainder to B. for Life, and dies; A. dies before Severance, B. in Remainder shall have the Corn, and not the Executor of the first Tenant for Life. *Cre. Eliz.* 61, 464. Where there is a Right to *Emblements*, Ingress, Egress and Regress are allowed by Law to enter, cut and carry them away, when the Estate is determined, &c. 1 *Inst.* 56.

Embliers de Gentz, (Fr.) A Stealing from the People: The Word occurs in our old Rolls of Parliament. — Whereas divers Murders, *Embliers des Gentz*, and Robberies are committed, &c. *Ret. Parl.* 21 *Ed.* 3. n. 62.

Embracer, (Fr. *Embrasser*) Is he that when a Matter is in Trial between Party and Parry, comes to the Bar with one of the Parties, having received some Reward so to do, and speaks in the Case; or privately labours the Jury, or stands in Court to survey or overlook them, whereby they are awed or influenced, or put in Fear or Doubt of the Matter. *Stat.* 19 *H.* 7. A.

E M

15. And the Penalty of this Offence is 20 *l.* and Imprisonment, at the Discretion of the Justices, by the said Statute: Also a Person may be punished by Fine, &c. on Indictment at Common Law, as well as by Action on the Statute. *Com. Law Com. Plac'd* 136. But Lawyers and Attornies, &c. may speak in the Case for their Clients, and not be *Embracers*: Also the Plaintiff may labour the Jurors to appear in his own Cause; but a Stranger must not do it: For the bare Writing of a Letter to a Person, or parol Request for a Juror to appear, not by the Party himself, hath been held within the Statutes against *Embracery* and Maintenance. 2 *Inst.* 369. *Hab.* 294. 1 *Saund.* 301. And if the Party himself instruct a Juror, or promise any Reward for his Appearance, then the Party is likewise an *Embracer*: And a Juror may be Guilty of *Embracery*, where he by indirect Practices gets himself sworn on the *Tales*, to serve on one Side. 1 *Litt.* 512. There are divers Statutes relating to this Offence and Maintenance, as 5 *Ed.* 3. c. 10. 34 *Ed.* 3. c. 8. 32 *H.* 8. c. 9, &c.

Embracery, Is the Act or Offence of *Embracers*: And to attempt to influence a Jury, or any way incline them to be more favourable to the one Side than the other, by Promissies, Threatnings, Money, Treats, &c. whether the Jurors on whom any such Attempt is made, give any Verdict or no, or whether the Verdict pass on his Side or not; this is *Embracery*. 1 *Inst.* 369. *Noy's Rep.* 102.

Embering Waps, (From *Ember*, *Cineres*) So called either because our Ancestors, when they *sapped* sat in Ashes, or strewed them on their Heads, are those which the ancient Fathers called *Quatuor Tempora jejunii*, and are of great Antiquity in the Church: They are observed on *Wednesday*, *Friday* and *Saturday* next after *Quadragesima Sunday*, (or the first Sunday in Lent) after *Whitsunday*, *Holyrood-day* in September, and *St. Lucy's Day* about the Middle of December. These Days are mentioned by *Briton*, *cap.* 33. and other Writers; and particularly in the *Stat.* 2 & 3 *Ed.* 6. *cap.* 19. And are still kept with great outward Zeal by the Roman Catholics: Our Almanacks call them the *Ember Weeks*.

Emendals, (*Emerula*) Is an old Word still made Use of in the Accounts of the Society of the *Inner Temple*; where so much in *Emendals* at the Foot of an Account, on the Balance thereof, signifies so much Money in the Bank or Stock of the Houses, for Reparation of Losses or other emergent Occasions: *Quod in Restaurationem Damni tribuitur*. *Spelm.*

Emendare, *Emendam solvere*, to make Amends for any Crime, or Trespas committed. *Leg. Edw. Confess.* *cap.* 35. Hence a capital Crime, not to be atton'd by Fine, was said to be *inmendabile*. *Leg. Canon.* p. 2.

Emendatio, Hath been used for the Power of Amending and Correcting Abuses, according to stated Rules and Measures: As *Emendati Panis*, the Power of looking to the Assise of Cloth, that it be of just Measure; *Emendatio Panis & Cerevisie*, the Assising of Bread and Beer, &c. a Privilege granted to Lords of Manors, and executed by their Officers appointed in the Court-Leet, &c. *Ad nos spectat Emendatio Panis & Panis & Cerevisie, & quicquid Regis est, Exceptis muneribus & Latrocinio*, &c. — *Paroch. Antiq.* 196.

Empanel A Jury. *Power in Assise & Juria* 109 See *Impanel*.

Emper

L E

unto the full End and Term of one whole Year, from thence next and immediately ensuing and following, and fully to be compleat and ended. Yielding and Paying therefore one Pepper Corn in and upon the East of St. Michael the Archangel, if demanded: To the Intent that by Virtue of these Presents, and by Force of the Statute for transferring of Uses into Possession, be the said C. D. may be in the actual Possession of all and singular the said Premises above-mentioned, with the Appurtenances, and thereby be enabled to accept and take a Grant and Release of the Reversion and Inheritance thereof, to him and his Heirs, to the only proper Use and Beboof of him the said C. D. his Heirs and Assigns for ever. In Witness, &c.

Form of a Release and Conveyance of Lands.

THIS Indenture made, &c. Between A. B. of, &c. of the one Part, and C. D. of, &c. of the other Part, Witnesseth, that the said A. B. for and in Consideration of the Sum of Five hundred Pounds of lawful Money of Great Britain, to him in hand paid by the said C. D. the Receipt whereof the said A. B. doth hereby confess and acknowledge, and for divers other good Causes and Considerations him thereunto moving, he the said A. B. hath granted, bargained and sold, aliened, released and confirmed, and by these Presents doth fully, freely and absolutely grant, bargain and sell, alien, release and confirm unto the said C. D. (in his actual Possession now being, by Virtue of a Bargain and Sale to him thereof made for one Year, by Indenture bearing Date the Day next before the Day of the Date of these Presents, and by Force of the Statute for transferring of Uses into Possession) and to his Heirs and Assigns for ever, All that Messuage or Tenement, &c. with the Rights, Members and Appurtenances thereof, situate, lying and being in, &c. And all Houses, Edifices, Buildings, Gardens, Orchards, Lands, Meadows, Commons, Pastures, Feedings, Trees, Woods, Underwoods, Ways, Paths, Waters, Water-courses, Easements, Profits, Commodities, Advantages, Emoluments and Hereditaments whatsoever to the said Messuage or Tenement belonging, or in any wise appertaining, or which now are, or formerly have been accepted, reputed, taken, known, used, occupied or enjoyed, to or with the same, or as Part, Parcel or Member thereof, or of any Part thereof; and also the Reversion and Reversions, Remainder and Remainders, Rents and Services of all and singular the said Premises above mentioned, and of every Part and Parcel thereof, with the Appurtenances; and also all the Estate, Right, Title, Interest, Claim and Demand whatsoever, as well in Equity as in Law, of him the said A. B. of, in and to all and singular the said Premises, and of, in and to every Part and Parcel thereof, with the Appurtenances; and also all Deeds, Evidences and Writings, touching or concerning the said Premises only, or only any Part thereof, together with true Copies of all other Deeds, Evidences and Writings, which do concern the said Premises, or any Part thereof jointly, with any other Lands or Tenements, now in the Custody or Possession of him the said A. B. or which he can or may get or come by without Suit in Law, the said Copies to be made and written at the Request, Costs and Charges of the said C. D. his Heirs and Assigns. To have and to hold the said Messuage or Tenement, Lands, Hereditaments, and all and singular the Premises above-mentioned, and every Part and Parcel thereof, with the Appurtenances, unto the said C. D. his Heirs and Assigns, to the only proper Use and Beboof of the said C. D. his Heirs and Assigns for ever. And the said A. B. for himself, his Heirs and Assigns, doth covenant and grant to and with the

L E

said C. D. his Heirs and Assigns, that he the said A. B. now is the true, lawful and rightful Owner of the said Messuage, Lands, Tenements, Hereditaments and Premises above-mentioned, and of every Part and Parcel thereof, with the Appurtenances. And also that he the said A. B. now is lawfully and rightfully seized in his own Right, of a good, sure, perfect, absolute and indecisible Estate of Inheritance in Fee Simple, of and in all and singular the Premises above-mentioned, with the Appurtenances, without any Manner of Condition, Mortgage, Limitation of Use and Uses, or other Matter, Cause or Thing to alter, change, charge, or determine the same. And that he the said A. B. now hath good Right, full Power, and lawful Authority, in his own Right, to grant, bargain, sell and convey the said Messuage, Lands, Tenements, Hereditaments, and all and singular the Premises above-mentioned, with the Appurtenances, unto the said C. D. his Heirs and Assigns, to the only proper Use and Beboof of the said C. D. his Heirs and Assigns for ever, according to the true Intent and Meaning of these Presents. And also that he the said C. D. his Heirs and Assigns, shall and may at all Times for ever hereafter, peaceably and quietly have, hold, occupy, possess and enjoy all and singular the said Messuage, Lands, Tenements, Hereditaments and Premises above-mentioned, with the Appurtenances, without the Let, Trouble, Hindrance, Molestation, Interruption, and Denial of him the said A. B. his Heirs or Assigns, and of all and every other Person or Persons whatsoever: And that freed and discharged, or otherwise well and sufficiently saved and kept harmless and indemnified of and from all former and other Bargains, Sales, Gifts, Grants, Leases, Mortgages, Jointures, Dowers, Uses, Wills, Intails, Fines, Post-Fines, Issues, Amerciaments, Seizures, Bonds, Annuities, Writings Obligatory, Statutes Merchant and of the Staple, Recognizances, Extents, Judgments, Executions, Rents and Arrearages of Rent, and of and from all other Charges, Estates, Rights, Titles, Troubles and Incumbrances whatsoever, had, made, committed, done or suffered, or to be had, made, committed, done or suffered, by the said A. B. or any other Person or Persons whatsoever, claiming or to claim, by, from or under him, them, or any of them. And further, that he the said A. B. and his Heirs, and all and every other Person and Persons and his and their Heirs, any Thing having or claiming in the said Premises above-mentioned, or any Part thereof, by, from or under him, shall and will from Time to Time, and at all Times hereafter, upon the reasonable Request, and at the Costs and Charges of the said C. D. his Heirs or Assigns, make, do and execute, or cause or procure to be made, done and executed, all and every such further and other lawful and reasonable Act and Acts, Thing and Things, Device and Devices, Conveyance and Conveyances in the Law whatsoever, for the further, better, and more perfect granting, conveying and assuring of all and singular the said Premises above-mentioned, with the Appurtenances, unto the said C. D. his Heirs and Assigns, to the only proper Use and Beboof of the said C. D. his Heirs and Assigns for ever, as by the said C. D. his Heirs or Assigns, or his or their Counsel learned in the Law, shall be reasonably devised or advised and required. And lastly, it is covenanted, granted, concluded and agreed upon by and between the said Parties to these Presents, and the true Meaning hereof is, and it is hereby so declared, that all and every Fine and Fines, Recovery and Recoveries, Assurance and Assurances, Conveyance and Conveyances in the Law whatsoever already had, made, levied, suffered, executed and acknowledged, or at any Time hereafter to be had, made, levied, suffered, executed and acknowledged, by or between the said Parties to these

Pre-

M A

Manutentis, A Writ so called, used in Cases of Maintenance. Reg. Orig. 182, 189.

Manu-oth, (Sax. *Manu-oth*) The Price or Value of a Man's Life or Head, mentioned by Blount.

Mara, A Mere, Lake, or great Pond, that cannot be drawn dry. Mon. Angl. Tom. 1. pag. 666.

— *Castro & Manerium de Bolyngbroke, cum Soko Mara & Marisco*. Paroch. Antiq. 418.

Marca, A certain Quantity of Money. See Mark.

Marcatu, The Rent of a Mark by the Year, antiently reserv'd in Leases, &c. Et unum Marcatum Redditus de, &c. Mon. Angl. Tom. 1. pag. 341.

Marchers, or **Lords Marchers**, Were those Noblemen that lived on the *Marches* of Wales or Scotland; who in Times past (according to Camden) had their Laws, and *Potestatem vita*, &c. like Petty Kings; which are abolished by the Stat. 27 H. 8. c. 26. and 1 Ed. 6. c. 10. In old Records, the *Lords Marchers* of Wales were styled *Marchiones de Marchia Wallie*. See 1 & 2 P. & M. c. 15.

Marches, (*Marchia*, from the Germ. *March*, i. e. *Lines*, or from the Fr. *Marque*, viz. *Signum*, being the notorious Distinction between two Countries or Territories) Are the Limits between England and Wales, or between us and Scotland; which last are divided into *West* and *Middle Marches*. 4 Hen. 5. c. 7. 22 Ed. 4. c. 8. 24 H. 8. c. 9. And the Word is used generally for the Precincts of the King's Dominions by 24 H. 8. c. 12. There was formerly a Court called the *Court of the Marches of Wales*, where Pleas of Debt or Damages, not above the Value of Fifty Pounds, were tried and determined; and if the Council of the *Marches* held Plea for Debts above that Sum, &c. a *Prohibition* might be awarded. Hill. 14 Car. 1. Cro. Car. 384.

Marchet, (*Marchetum*) *Consuetudo pecuniaria*, in *Municipiis sibiis Maritandis*. Braff. lib. 2. cap. 8. This Custom, with some Variation, is observ'd in some Parts of England and Wales, as also in Scotland and the Isle of Guernsey: And in the Manor of *Dinecor* in the County of *Carmarthen*, every Tenant at the Marriage of his Daughter pays 10 s. to the Lord, which in the British Language is called *Gwabr Merched*, i. e. a Maid's Fee. The Custom for the Lord to lie the first Night with the Bride of his Tenant, was very common in Scotland, and the North of England: But it was abrogated by *Malcolme the Third*, at the Instance of his Queen; and instead thereof a Mark was paid to the Lord by the Bridegroom, from whence it is denominated *Marcheta Mulieris*. See *Maiden Rents*.

Marctum, (Fr. *Marct*, a Fen or Marsh) Signifies marshy Ground overflowed by the Sea or great Rivers. Co. Litt. 5.

Marinarius, A Mariner or Seaman: And *Marinariorum Capitaneus* was the Admiral or Warden of the Ports, which Offices were commonly united in the same Person; the Word *Admiral* not coming into Use 'till the latter End of the Reign of King *Edw. 1.* before which Time the King's Letters ran thus. — *Rex Capitaneis Marinariorum & eisdem Marinariis Salutem*. Paroch. Antiq. 322. The Mariners of a Ship are accountable to the Master, the Master to the Owners; and the Owners to the Merchant, for all Damages by Negligence, or otherwise. *Lex Mercat. or Merch.*

2

M A

Campan. 66. If a Mariner be hired, and he deserts the Service before the Voyage is ended, by the Law Marine, and by the Common Law, he shall lose his Wages: And if a Ship is lost by Tempest, &c. the Mariners lose their Wages as well as the Owners their Freight; and this is to oblige them to use their utmost Endeavours to preserve the Ship. *Leg. Oloron. 1 Sid. 179.* Where a Mariner is wounded in the Service of a Ship, he is to be provided for at the Charge of the Ship; and if his Illness is very violent, he is to be left ashore with necessary Accommodations, and the Ship is not to stay for him; if he recovers, he is intitled to his full Wages, deducting what the Master expended for him. *Leg. Ol. c. 7.* The Common Law hath Jurisdiction for Mariners Wages; and in the Admiralty they may all join. 1 Ventr. 146. Personating Mariners, and Receiving their Wages; and Forging Letters of Attorney, &c. or falsely Taking out Letters of Administration for the Receipt of Seamen's Wages, incurs a Forfeiture of 200 l. &c. Stat. 9 & 10 W. 3. Mariners, &c. casting away or destroying Ships is Felony. 1 Ann. See Felony.

Maritime, (*Maritimus*) Signifies Sea Affairs; any Thing belonging to the Sea.

Maritima Anglie, The Profit and Emolument arising to the King from the Sea, which antiently was collected by Sheriffs; but it was afterwards granted to the Lord Admiral. — *Richardus de Lucy dicitur habere Maritimam Anglie*. Pat. 8 H. 3. m. 4.

Mark, (*Merca*, Sax. *Meare*) Of Silver is now thirteen Shillings and four Pence: Though in the Reign of King *Hen. 1.* it was only six Shillings and a Penny in Weight; and some were coined, and some only cut in small Pieces, but those that were coined were worth something more than the others. In former Times, Money was paid, and Things valued oftentimes by the Mark; *Assignavimus Regin. pro dote sua, mille Marcas Argenti annuatim 13 s. 4 d. computatis pro Marca. Paten. 3 Joh. m. 17.* We read of a Mark of Gold of eight Ounces, and 6 l. in Silver; or as others write 6 l. 13 s. 4 d. *Stow's Annals 32. Rot. Mag. Pipe, Ann. 1 Hen. 2.*

Mark to Goods, Is what ascertains the Property or Goodness thereof, &c. And if one Man shall use the Mark of another, to the Intent to do him Damage, Action upon the Case lieth. 2 Cro. 471.

Market, (*Mercatus*, from *Mercando*, Buying and Selling) Is the Liberty by Grant or Prescription whereby a Town is enabled to set up and open Shops, &c. at a certain Place therein, for Buying, Selling, and better Provision of such Victuals as the Subject wanteth: It is less than a Fair; and usually kept once or twice a Week. Braff. lib. 2. cap. 24. 1 Inst. 220. And according to Braffon, one Market ought to be distant from another *Sex leucas* (vel *Milliar.*) & dimidiam, & tertiam partem dimidie: If one hath a Market by Charter or Prescription, and another obtains a Market near it to the Nuisance of the Former; the Owner of the Former may avoid it. 2 Inst. 406. The Fair or Market is taken for the Place where kept: And it was customary of old, for most Fairs and Markets to be kept on Sundays; and in many Places they are still kept in Churchyards: But by Statute 27 H. 6. c. 5. no Fair or Market shall be kept upon any Sunday, or upon the Feasts of the *Ascension*, *Corpus Christi*, Good Friday,

A

New and Complete Law-Dictionary,

O R,

GENERAL ABRIDGMENT of the LAW:

O N

A more Extensive Plan than any LAW-DICTIONARY hitherto published :

C O N T A I N I N G

Not only the EXPLANATION of the TERMS, but also the LAW itself,
both with Regard to *Theory* and *Practice*.

Very Useful to BARRISTERS, JUSTICES OF THE PEACE, ATTORNIES,
SOLICITORS, &c.

' By T. C U N N I N G H A M, Esq.

In T W O V O L U M E S.

V O L. I.

L O N D O N :

Printed by the Law-Printers to the King's most Excellent Majesty ;

For S. CROWDER at the Looking-Glass, and J COOTE at the King's-Arms, in Paternoster-Row ;

And sold by Mr SMITH at Dublin, Mr. JACKSON at Oxford, Mess. FLETCHER and HODSON at
Cambridge, Mr. ETHERINGTON at York, and all other Booksellers in Great Britain and Ireland.

M. DCC LXIV.

A P P

part of the land, the rent shall be *apportioned*; but a rent-charge cannot be *apportioned*, nor things that are intire; as if one holds land by service, to pay to his lord yearly at such a feast, a horse, or a rose, there, if the lord purchase part of the land, this service is totally extinct, because such things cannot be divided without hurt to the whole; yet in some cases a rent-charge shall be *apportioned*, as if a man hath a rent-charge issuing out of land, and his father purchaseth part of the land charged in fee, and dies, and this parcel descends to his son, who hath the rent-charge; there this charge shall be *apportioned*, according to the value of the land, because such portion of the land, purchased by the father, comes not to the son by his own act, but by descent and course of law. Common appendant is of common right, and severable, and though the commoner, in such case, purchase parcel of the land, wherein the common is appendant, yet the common shall be *apportioned*; but in this case, common appurtenant, and not appendant, by such purchase is extinct. *Termes de la ley* 8 Co. 79.

Where the lessor recovers part of the land; or enters for a forfeiture into part thereof, the rent shall be *apportioned*. 1 *Inst* 148.

Lessee for years leases for years, rendering rent, and after devises this rent to three persons, this rent may be *apportioned*. *Danv. Abr.* 505.

If a lessee for life or years under rent, surrenders part of the land, the rent shall be *apportioned* but where the grantee of a rent-charge purchases part of the land, there all is extinct. *Moor, c* 231.

A rent-charge issuing out of land, may not be *apportioned*. nor shall things entire; as if one holds lands by service to pay yearly to the lord, at such a feast, a horse, &c. 1 *Inst*. 149.

But if part of the land out of which a rent-charge issues, descends to the grantee of the rent, this shall be *apportioned*. *Danv* 507.

A grantee of a rent releases part of the rent to the grantor, this doth not extinguish the residue, but it shall be *apportioned*, for here the grantee dealeth not with the land, but with the rent. *Co Lit.* 148.

On partition of lands out of which a rent is issuing, the rent shall be *apportioned*. *Danv. Abr.* 507.

And where lands held by lease, rendering rent, are extended upon *elegit*, one moiety of the rent shall be *apportioned* to the lessor. *Danv. Abr.* 509.

If part of the land leased is surrounded by fresh water, there shall be no *apportionment* of rent; but if it be surrounded with the sea, there shall be an *apportionment* of the rent. *Dyer* 56.

A man purchaseth part of the land where he hath common appendant, the common shall be *apportioned*; of common appurtenant it is otherwise, and if by the act of the party, the common is extinct. 8 *Rep.* 79.

Common appendant and appurtenant may be *apportioned* on alienation of part of the land to which it is appendant or appurtenant. *Wood's Inst.* 199.

If where a person has common of pasture *sans nombre*, part of the lands descends to him, this being intire and uncertain cannot be *apportioned*; but if it had been common certain, it should have been *apportioned*. 1 *Inst.* 149.

A contract may not be divided or *apportioned*, so as to subject a man to two actions. 1 *Salk.* 65.

Common appendant may be *apportioned*, because 'tis of common right, and therefore, if a man purchase part of the lands to which the common is appendant, the common shall be *apportioned* to that part; but common appurtenant cannot be *apportioned* by the act of the party, and therefore by the purchase of part of the lands, the whole common is extinct. 4 *Rep.* *Terringham's case.* 8 *Rep.* 79. *Hob.* 25. 8 P.

And yet it hath been adjudged, that where a man hath common appurtenant to ten acres of land, for all his beasts *breast and couchant* on the same, and afterwards he sells part of those ten acres, that the common shall be *apportioned*, and the vendee shall have common on that part which he purchased, for these things are intire in several degrees, (i. e.) some things are so intire, that

A P P

they cannot be divided by the act of the party; such as *warranties, conditions, &c.* tho' they may be *apportioned* by act of law, but commons are not so strictly intire, but that they may be *apportioned*, it being a common case, and therefore ought to be extended for the general good. *Hob.* 235.

Conditions, generally speaking, are intire, and cannot be *apportioned* by the act of the party; as for instance, the master and scholars of *Corpus Christi in Oxford*, made a lease of lands, *provisis*, the lessee should not alien, &c. without special licence, afterwards they gave the lessee a special licence to alien, who assigned his term to B. B. and he by will devised the lands to his son, and the lessor entered for the condition broken; adjudged, that the licence given to B. B. to alien, had destroyed the condition, for the lessors would not *dispense with it, as to him*, and retain it, *as to others*; for a condition being an intire thing, cannot be *apportioned* by the act of the party, tho' it may be by act of law. 4 *Rep.* 119. *Dampart's case*.

An agreement in writing between the testator and J. S. that he should receive all the testator's rents, for which service he promised to pay J. S. 100*l.* per ann and in an action of debt brought against the executor, the plaintiff set forth, that the testator died three quarters of a year after this contract made, during which time the plaintiff served him, and so demanded 75*l.* for his service for three quarters of a year, the defendant pleaded to issue, and the plaintiff had a verdict and judgment in C. B. but upon a writ of error brought in B. R. it was reversed, because this agreement was in nature of a condition precedent, and that nothing was due without a full year's service; 'tis like a lease for years, rendering 20*l.* rent yearly, and before the year is ended, the lessee is evicted, the lessor shall have no rent, for that cannot be *apportioned* in respect of time. 1 *Salk* 65. *Countess of Plymouth vers. Throgmorton*. See 2 *Salk* 778 the pleadings.

Apportum, Seems to be deduced from the French *apport*, and signifies the revenue, gain or profit, which a thing brings in to its owner. It is also used for an augmentation given to any abbot, for his better support out of the profits of a manor. — *Ita quod proficua manerii predicti nomine apportu qualibet anno prefato A. in subventionem sustentationis sue solverentur* Ann 22 Ed 3 n 72. *Line*. The word was commonly used for a corrody or pension: — *Nicolaus Gwyn prior de Andover, debet xx marcas de quadam apportu, ad capitalem dominum ejusdem prioris in partibus transmarinis, in tempore pacis debito. Ex registro evidentiarii colleg Wickham juxta Winton MS — Rex Edwardus 3. restituit terras prioratuum alienigenarum salvo nobis apportu, quod prefatus procurator alicui domui superiori solveretur* Claus 14 Ed. 3. The word might at first signify any profit or *emolument* *apported* or brought to another; and therefore *Du Fresno* observes in the Customary of *Rhemes*, *apport* was the portion which the wife brought to the husband.

Apposal of Sheriffs, The charging them with money received upon their accounts in the Exchequer. It is used in *stat.* 22 & 23 C. 2.

Appraisers Of goods are to be sworn to make true *appraisement*, and if they value the goods too high, they shall be obliged to take them at the price *appraised*. *Stat.* 13 Ed 1.

Apprendre, (Fr.) A fee or profit, *apprendre* is a fee or profit to be taken or received. It is used in statute 2 & 3 Ed. 6 c 8.

Apprentice, *Apprentitius*, (French *apprentif*, from *apprendre*, to learn; whence the French *apprentissage*, and our *apprenticeship*) Signifies with us one that is bound in word or writing, to serve another man of trade for certain years, upon condition that the artificer or master shall in that mean time endeavour to instruct him in his art or mystery. *Smith de Rep. Ang lib.* 3. cap. 8. faith, they are a kind of bondsmen, differing only, that they are servants by covenant, and for a time. Barristers at law were heretofore called *apprentices of the law*, in latin *apprentizii juris nobiles*. So faith Mr *Selden* in his notes upon *Partescur*, p. 3. and so the learned Mr. *Pleaden*, styled himself. Sir *Henry Finch*, in his *Notatachma*, gives himself

E N D

due measure. *Emendatio panis & cervisie*, the assising of bread and beer, or the power of supervising and correcting the weights and measures of them; a privilege granted by the King to lords of manors, which gave occasion to the present office of *ale-taster*, appointed in every court-leet, and sworn to look to the assise of bread, ale, or beer, within the precincts of that lordship.—*Ad nos spectat emendatio panis, panis & cervisie, & quicquid Regis est excepto muredo & latrocinio probato.*—Paroch. Antiq. pag. 196.

Emeralds, Exempt from duties, 6 Geo. 2. c. 7.

Emissarius, A steed, a stallion. *De emissario, cui infederat, accidit.* Matt. West. sub anno 1014.—*Ab ipso vulneratus in brachio de suo defectus est emissario.* Ib. sub anno 1079.

Empanel, *Impanellare*, vel ponere in assis, & juratis, (from the French *panne*, i. e. *pellis*, or of *paneau*, which denotes as much as *pane* with us, as a *pane* of glass, or of a window,) Signifieth the writing and entering the names of a jury into a parchment schedule, or roll of paper, by the sheriff, which he hath summoned to appear for the performance of such publick service as juries are employed in. Cowell. See **Impanel**.

Emparance, (*Licentia interloquendi*) Cometh from the French *parler*, to talk, and in the Common law signifieth a desire or petition in court, of a day to pause what is best to do. The Civilians call it *petitionem induciarum*. And Kitch. fol. 200. interprets it in these words, If he *impari*, or pray continuance; when praying continuance is spoken interpretative. And fol. 201. he mentions *emparance general* and *emparance special*; *emparance general* seemeth to be that which is made only in one word, and in general terms. *Emparance special*, where the party requires a day to deliberate, adding also these words, *Salvis omnibus advantageis tam ad jurisdictionem curie quam ad breve & narrationem*,—or such like. Britton, cap. 53. useth it for the conference of a jury upon the cause committed to them. And an *emparance* or continuance is thus entred, *Et modo ad hunc diem, scilicet diem Veneris, &c. isto eodem termino usque ad quem diem prædictus A. habuit licentiam interloquendi, &c.* See **Imparance**.

Emperor, Is an ancient title of the Kings of England. This appears by a charter of King Edgar, viz. *Ego Edgarus Anglorum Basileus, omniumque Regum insularum oceanique Britanniam circumjacent, &c.* Imperator & Dominus.

Empressii. See **Impressii**.

Empyvement. See **Improvement**.

Enchever, (*Fr.*) To write down briefly. Brit. 56.

Encenia, i. e. The dedication of churches, which was always on a Sunday. *Enceniare*, i. e. To begin a thing, or to put on a new thing, viz. *Enceniavit in Wintonia urbe arduam turrim.* Du Fresne.

Encaustum, i. e. Luk. *Quæ propter encausti & chortæ vitium aboleri incipiebat.* Fleta, lib. 2. c. 27. par. 5.

Enchefon, A French word much used in our law books, as in the statute 53 Ed. 3. cap. 3. and it signifies as much as the occasion, cause or reason for which any thing is done. So it is used by Staundf. lib. 1. cap. 12. in his description of a *droiland*. *Shene de verb. signif. verbo Enchefon*, says, That Edward, the first King of England, Westminster. 1. c. 6. statutes and ordains, That no man shall be amerced, without reasonable *enchefon*.

Encroachment, or **Arroachment**, (from the French word *accrocher*, to pull or draw to) Signifies an unlawful gaining upon the rights or possessions of another: For example, If two mens grounds lying together, the one presseth too far upon the other; or if a tenant owe two shillings rent-service to the lord, and the lord taketh three. See Co. 9 Rep. f. 33. Bucknall's case. So it is said, That Hugh Spencer the father, and Hugh Spencer the son, encroached unto them the Royal power and authority. Stat. 1 Ed. 3. in proem. Cowell, edit. 1727.

Endeavour. Where one who has the use of his reason endeavours to commit felony, &c. he shall be punished by our laws, but not to that degree as if he had actually committed it. As if a man assault another on the highway, in order to a robbery, but takes nothing from him, this is not punished as a felony, because the felony is not accomplished; though as a misdemeanor, it is liable

E N G

to fine and imprisonment. 3 Inst. 68, 69, 161. 11 Rep. 98. But in this case, the offender shall be transported, by stat. 7 Geo. 2. c. 21.

Enemy, (*Inimicus*,) Is properly an alien or foreigner, who in a public capacity, and in an hostile manner, invades any kingdom or country; and whether such persons come hither by themselves, or in company with English traitors, they cannot be punished as traitors, but shall be dealt with by martial law. H. P. C. 10, 15. 1 Hawk. 35. But the subjects of a foreign Prince coming into England, and living under the protection of the King, if they take up arms, &c. against the government, they may be punished as traitors, not as alien enemies. 1 Hawk. ib. If a prisoner be rescued by enemies, the gaoler is not guilty of an escape; as he would have been if subjects had made the rescue, when he might have a legal remedy against them. 2 Hawk. 130. See **Treason**.

Encliment. See **Indictment**.

Endowment, (*Dotatio*,) Signifieth the giving or assigning of dower to a woman; for which see more in **Dower**. But it is sometimes by a metaphor used for the setting or severing of a sufficient portion for a vicar towards his perpetual maintenance, when the benefice is appropriated; and so it is used in the statutes, 15 Rich. 2. c. 6. and 4 Hen. 4. c. 12. See **Appropriation**.

Endowment de la plus belle part, Is where a man dying seised of some lands holden in knight-service, and other some in socage, the widow is assigned her dower rather in the socage lands than those holden in knight-service, as being *le plus belle part*, the fairer part; of which read Littleton at large, lib. 1. cap. 5.

Enferment, i. e. Demoniacs, who despising the catholick doctrine, were seduced by the illusions of the Devil. Concil. Carthag. 4. c. 91.

Enfant. See **Infant**.

Enfranchise, Is to make free, to incorporate a man into a society or body politick, or to make one a *denizen*.

Enfranchisement, (from the French word *franchise*, *libertas*,) Signifies the incorporating of a man into any society or body politick: For example, He that by charter is made denizen of England, is said to be *enfranchised*; and so is he that is made a citizen of London, or other city, or burghs of any town corporate, because he is made partaker of those liberties that appertain to the corporation, whereinto he is *enfranchised*: So a villain is *enfranchised*, when he is made free by his lord, and made capable of the benefits belonging to freemen. And when a man is thus *enfranchised* into a city or borough, he hath a freehold in his freedom for his life; wherefore, whatever shall be the cause of his *disfranchisement*, ought to be a fact, and not only an endeavouring or enterprizing. What shall be sufficient cause to *disfranchise* a freeman, and what not; see in Co. lib. 11. Rep. f. 91. Bagg's case.

Englerery, **Englethery**, **Englethire**, or **Englesherp**, in Latin *englereria*, Is an old word, signifying nothing more than to be an *Englismen*. For example; If a man were privily slain or murdered, he was in old time accounted *francigena*, which word comprehended every alien, until *englerery* were proved, that is, until it was made manifest that he was an *Englismen*. Bract. lib. 3. tract. 2. cap. 15. fol. 134. The original whereof was this, *Canutus the Dane* being King of England, having settled his estate in peace, at the request of his lords, discharged the land of his armies, upon condition, that whoever should kill an alien, should be liable to justice; and if the manslayer escaped, the town where the man was slain should forfeit sixty-six marks to the King, and if the town was not able, then the hundred should pay: And further, that every man murdered should be accounted *francigena*, except *englerery* were proved. And the manner of proving him to be an *Englismen* was before the coroner, by two men or witnesses who knew the father, and by two women who knew the mother; and this was called *englereria*. See Horn's Mirror of Just. lib. 1. cap. Of the office of coroners, and Fleta, lib. 2. cap. 30. This *englerery*, for the abuses and troubles that were afterwards perceived to grow by it, was utterly taken away by 14 Ed. 3. c. 4. See Co. lib. 7. fo. 16. Calvin's case.

Marā. A meer, minor, lake, pool, pond, or place of bog, marsh, &c. *Paroc. Antiq.* 318. *Cowell, edit.* 1727.

Marca. Is now thirteen shillings and four-pence; but in the reign of Henry I. it was only six shillings and a penny in weight; for the shillings as well as pence were then weighed, or went by weight; and some were coined, and some only cut in small pieces. Now those that were coined were worth something more than the other. *De fidei bencis oculis iura debent reddi, &c.* 30 fol. & 5 dinar. ad manutium, idem hodie 5 marcam de thesauris, i. e. theus 120 fol. qui faciunt 20 marcas. *Leg. II. 1.* See **Mark**.

Marcatu. The rent of a mark by the year. *Man. 12m. pag. 341.*

March (Euldom of) Grants of its lands are to be under the Great seal, 4 Hen. 7. c. 14.

Marchers, or Lords marchers. Were the noblemen that lived on the marches of Wales or Scotland, who in times past (according to Camden) had their private laws, & potestatem vite & iuris, like petty Kings, which are now abolished by the statute 27 H. 8. cap. 26. Of these marchers, you may read *Ann. 2 H. 4. c. 18.* 26 H. 8. c. 6. and 1 Ed. 6. cap. 10. where they are called *Lords marchers*. And in old records the *Lords marchers of Wales* were called *Marchiones de marchia Wallie*. See **Marchis, Wales**.

Marches (*Marchia*, from the Saxon *meare*, signum limitatum) Are the bounds and limits between us and Wales, or between us and Scotland, which last are divided into west and middle marches. *Stat. 24 Hen. 8. c. 9.* 4 Hen. 5. cap. 7. and 2 Ed. 4. cap. 8. The word is used in the statute 24 Hen. 8. c. 12. generally for the precincts of the King's dominions. *Cowell, edit.* 1727.

Marchet. (*Marchetum*) *Consuetudo precuaria in mancipium filiorum maritum.* *Bract. lib. 2. tit. 1. cap. 8. nam. 2.* *Merchetum vero pro filia data non competit fratri homini.* *Extenta Maresii de Wivenhoe, 18 Dec. 40 Edw. 3. & alia 13 Ed. 3. Anno Dom. 1235.* *Rich. Burr tenet unum mesuagium. E. debet tallagium, scilicet corie & marchetum hoc modo, quod si maritum voluerit filiam suam cum quodam libero homine extra villam, faciet potem domini pro maritagio, & si eam maritaverit alicui eustomarie villæ, nil dabit pro maritagio.* *Merchetum, hoc est, quod sechemanni & nativi debent solvere pro filiabus suis corruptis sine deforciis 5 s. 4 d.* *Reg. Abbatissæ de Bargo, in Bibl. Cotton.* This custom, with some difference, is in divers parts of England and Wales, as also in Scotland, and in the isle of Guernsey. See *Spelman* at large on it. By the custom of the mayor of Dinswre, in the county of Caermarthen, every tenant at the marriage of his daughter pays ten shillings to the lord, which in the British language is called *Gwabe-merched*, i. e. A maid's fee. The custom for the lord to tie the first night with the bride of his tenant was very common in Scotland, and in the north parts of England: But it was abrogated by *Malesine the Third*, at the instance of the Queen; and instead thereof a mark was paid to the lord by the bridegroom. *Cowell, edit.* 1727.

Marchiate. To adjoin or border upon. *Cowell, edit.* 1727.

Marculus. A hammer, a mallet. *Id. ib.*

Marcs. See **Myxers**.

Marchal. See **Marchal**.

Marctum. (from the Fr. *mares*, a fen or marsh) Marsh ground, which the sea or great rivers overflow. *Co. 1 Inst. fol. 5. a.*

Marinarius. A mariner, a seaman. *Marinarius capiteus*, the admiral or warden of the ports, which offices were commonly united in the same person; the word admiral not coming into use before the latter end of King Edward I. before which time the King's letters run thus—*Res capitaneis marinariis & iisdem marinariis salutem.* *Paroc. Antiq. pag. 322.*

Mariners. See **Seamen**.

Mariscus. Is a word used in *Domesday-Book*, and signifies *palus*, or *lucus paludifus*, a marshy or fenney ground. *Vol. II. N^o. 105.*

Maritagio amisso per defalcam. Is a writ for the tenant in *frank-marriage*, to recover lands, &c. whereof he is deforced by another. *Reg. fol. 171.*

Maritagium. That portion which is given with a daughter in marriage. See *Glossul: In aliis modis accipitur de secundum legem Romanam, secundum quas proprie appellatur dos, id quod cum muliere datur viro, quod vulgus dicitur maritogium.* *Lib. 2. c. 18.*

Maritagium. or marriage. Briefly taken, is that right which the lord of the fee had to marry the daughters of his vassals after their death: Others tell us, it was that profit which might accrue to the lord by the marriage of one under age, who sold his lands of him by knight's service. This seems plain by the statute of *Merton, cap. 7.* *Maritagium ejus qui infra etatem est de vera jure pertinet ad dominum suum.*

Maritagium habere. To have the free disposal of an heiress in marriage, a favour granted by the Kings of England, while they had the custody of all wards or heirs in minority. *Cowell, edit.* 1727.

Maritima Angliæ. The *emolument* arising to the King from the sea, which the Kings anciently collected; but was afterwards granted to the admiral. *Pat. 3 Hen. 3. m. 4.* *Richardus de Lucy dicitur habere maritimum Angliæ.*

Mark. (*Merca*, from the Sax. *meare*, i. e. signum.) In ancient time we find mark of gold was eight ounces. *Stuart's Annals, pag. 32.* and was valued at 6 l. in silver. *Rel. Mag. pise de anno 1 Hen. 2. m.* as others write, 6 l. 13 s. 4 d. *Char. Reg. Rob. de date B. Regina (quondam ux. R. Richardi.) Paten. 3 Joh. m. 17. n. 31.* *Affirmamus ei pro date sua mille marcas argenti annuatim, 13 s. 4 d. computatis pro marca.* See **Marca**. 'Tis incertain when it first came fixed to this particular value. *Matthew Paris* tells us, that it was so early as the year 1194. in the life of *Gurinus*, abbot of *St. Alban.* *Sicne de Verb. Signif. verb. Mark*, saith, that in *Testatu de ponderibus & mensuris*, a mark signifieth an ounce weight or half a pound, whereof the dram is the eighth part, as the ounce is the eighth part of a mark, citing *Consuetud. de Consuetud. Burg. Rub. prim. sect. 7. verb. Sæ Turner.* A mark of silver is now 13 s. 4 d. *Cowell, edit.* 1727.

Market. (*Mercatus*) Signifies with us *emporium*, and also the liberty or privilege whereby a town is enabled to keep a market. *Old Net. Broc. fol. 149.* *Sæ doth Bracton* use it, *lib. 2. cap. 24. nota 6. & lib. 4. cap. 46.* where he shews, that one market ought to be distant from another *Sæ Lucas & dimidium & tertium partem dimidiæ.* The reason whereof both he and *Feira* give in these words, *Quia omnes rationabiles dicte consistunt ex 20 miliaribus. Dividatur ergo dicta in tres partes, prima autem motuina datur civibus versus mercatum, secunda datur ad emendum & vendendum; quæ quidem sufficere debet omnibus nisi sint forte mercatores stantes, qui merces deposuerint & exposuerint venales, quibus necessaria erit preloisura mora in mercatu, & tertia pars relinquatur redemptibus de mercatu ad propria, &c.* *Lib. 4. cap. 28. sect. Item refert.* By the statute 27 H. 6. 3. all fairs and markets are forbidden to be kept upon any Sunday, or upon the feasts of the *Assumption* of our Lord, *Corpus Christi*, or the *Assumption* of our Blessed Lady; *All Saints* or *Good-Friday*, except for necessary vintales, and in the time of harvest. It was customary in former times, that most fairs and markets were kept on Sundays; and in many places they are still kept in the church-yard. This custom so far obtained, that though it was prohibited by several Kings, yet we see by the statute before mentioned, it continued till the reign of Henry VI. This custom is mentioned in *Mat. Paris. Ann. 1200.* *Nundinus vero & mercato dominicus die interdixit quod omnia quæ diebus dominicis per Angliam fieri consueverant, &c.* See **Fairs and markets**, and 15 *En. Abr. tit. Markets.*

Market-towns. Penalty on persons living in the country, and selling by retail in market-towns, 1 & 2 *Phil. & M. c. 7.* *New Wordbook* excepted as to wool and yarn, 18 *El. c. 21.*

A
DICTIONARY

OF THE
Norman or Old French Language;

COLLECTED FROM SUCH
ACTS OF PARLIAMENT, RECORDS,
PARLIAMENT ROLLS, LAW BOOKS,
JOURNALS, ANTIENT HISTORIANS,
ACTS OF STATE, AND MANUSCRIPTS,

AS RELATE TO THIS NATION.

CALCULATED

To illustrate the Rights and Customs of former Ages, the Forms of
Laws and Jurisprudence, the Names of Dignities and Offices,
of Persons and Places; and to render the Reading of these Re-
cords, Books, and Manuscripts, which are written in that Lan-
guage, more easy; as well as to restore the true Sense and Mean-
ing of many Words, hitherto deemed quite obscure or mis-
translated.

TO WHICH ARE ADDED

THE LAWS

OF

WILLIAM THE CONQUEROR,

WITH NOTES AND REFERENCES.

By ROBERT KELHAM,
OF LINCOLNS-INN.

Multa ignoramus quæ non latere, si veterum Latine nobis esset familiaris.
MACROBIUS.

LONDON:

Printed for EDWARD BROOKE,
Successor to Mess. WORKALL and TOVEY,
in BELL-YARD, near TEMPLE-BAR.

MDCCLXXIX.

E M

Emercient, *amerced*.
 Emergentz, *arising*.
 Emfle, *puffed up*.
 Emfauntz, *children*.
 Emi, emmi, *in half, in the middle*.
 Emieez, *issued, sent out*.
 Eminentz, *impending*.
 Emmi, *between*.
 Emmorti, *become dead*.
 Emmurrer, *to wall about*.
 Emoï, *emotion*.
 Emoines, *witnesses*.
 Emologation de la court de parlement, *the confirmation of the court of parliament*.
 Emon, *Edmond*.
 Emonit, *admonished*.
 Empakkur (l'), *the packing*.
 Emparke, emparkez, *impounded*.
 Emparkement, *a park, an emparkment*.
 Emparnours, *undertakers of suits*.
 Empashment (en son), *in his infirmity, impediment*.
 Empeche, *impeached*.
 Empeirez, empirez, *impaired*.
 Empell (q l'), *which is called*.
 Empendent, *pendant*.
 Empensions, *pensions*.

E M 79

Emperement, *in ornamenting, repairing*.
 Emperez (se soient), *have possessed themselves of*.
 Emperler, *to imparle*.
 Empernant, *assuming, pretending to*.
 Empernent a champart, *take for maintenance*.
 Empernour, *the taker*.
 Empes chenienz (por divers), *an account of divers impediments*.
 Empeschable, *impeachable*.
 Empeschement, *impeachment, impediment*.
 Empetrer, *to require, to insist*.
 Empiel (ley), *imperial or civil law*.
 Empiete, *impiety*.
 Empire tant nequant, *neither better or worse than before*.
 Empla, *stole*.
 Emplee (terre), *land sown*.
 Emplere, *to fill*.
 Empleroms, *we will fulfil*.
 Emplevist (se), *got possession again*.
 Emplir, *to fulfil*.
 Emply, *implied*.
 Emportablez charges, *intolerable, heavy charges*.
 Emportunement, *importunately*.
 Empotentz,

A
N E W
Law Dictionary:

INTENDED
FOR GENERAL USE,
AS WELL AS
FOR GENTLEMEN OF THE PROFESSION.

By RICHARD BURN, LL. D.
LATE CHANCELLOR OF THE DIOCESE OF CARLISLE.

And continued to the Present Time
By JOHN BURN, Esq. his Son,
ONE OF HIS MAJESTY'S JUSTICES OF THE PEACE FOR THE
COUNTIES OF WESTMORLAND AND CUMBERLAND.

IN TWO VOLUMES.

VOL. I.

L O N D O N:
PRINTED BY A. STRAHAN AND W. WOODFALL,
LAW-PRINTERS TO THE KING'S MOST EXCELLENT MAJESTY.
FOR T. CADELL, IN THE STRAND.

1792.

E N D

309

although the lessor determine his will before it be ripe. And so it is if he set roots, or sow hemp, or flax, or any other annual profit; if, after the same be planted, the lessor oust the lessee, or if the lessee die, yet he or his executors shall have that year's crop. But if he plant young fruit trees, or young oaks, alhes, elms, or the like, or sow the ground with acorns, there the lessor may put him out notwithstanding, because they will yield no annual profit.

So if tenant *for life* sows the ground, and dies, his executors shall have the corn, because his estate was uncertain, and determined by the act of *God*.

But if a woman that holds land *during her widowhood* sows the ground, and taketh husband, the lessor shall have the corn, because the determination of her estate grew by her own act.

If a man seised of lands in fee hath issue a daughter, and dieth, leaving his wife ensient with a son, the daughter sows the ground, the son is born, yet the daughter shall have the corn, because her estate was lawful, and defeated by the act of *God*.

Where there is a right to emblements, ingres, egress, and regres, are allowed by law to enter, cut, and carry them away, when the estate is determined. 1 *Infl.* 55. 2 *Infl.* 81. 1 *Roll's Abr.* 727.

EMBRACERY, is an attempt to corrupt or influence a jury, or any way incline them to be more favourable to the one side than the other, by money, promises, letters, threats, or persuasions; whether the juror on whom such attempt is made give any verdict or not, or whether the verdict given be true or false. 1 *Haw.* 259.

The punishment of an embracor is by fine and imprisonment; and for the juror so embraced, if it be by taking money, the punishment is (by divers statutes) perpetual infamy, imprisonment for a year, and forfeiture of tenfold the value. 4 *Black.* 140.

EMBRING DAYS (from *emlers*, alhes), are certain extraordinary days of fasting, wherein, by way of greater humiliation, the people fast in alhes; who being at the same time habited in the coarser kind of cloth, are represented as repenting in sackcloth and alhes.

ENDOWMENT (Lat. *dos*, *dower*), is the widow's portion; being a third part of all the freehold lands and tene-

APPENDIX A: “EMOLUMENT” IN ENGLISH LANGUAGE DICTIONARIES, 1604-1806

And by the 24 G. 3. c. 41. a licence is required to be taken out annually, by every maker of malt for sale, from the offices of excise.

MAN, *Isle of*, is a distinct territory from *England*, and is not governed by our laws; neither doth any act of parliament extend to it, unless it be particularly named therein. It was formerly a subordinate feudatory kingdom, subject to the kings of *Norway*; then to the kings of *England*; afterwards to the kings of *Scotland*; and then again to the crown of *England*; and was finally granted, by king *James* the first, to *William Stanley* earl of *Derby*, and the heirs male of his body, with remainder to his heirs general; which grant was confirmed by act of parliament, with a restraint of the power of alienation by the said earl and his issue male. On the death of *James* earl of *Derby* in the year 1735, the male line of earl *William* failing, the duke of *Athol* succeeded to the island, as heir general by a female branch. In the mean time, though the title of king had long been disused, the earls of *Derby*, as lords of *Man*, had maintained a sort of royal authority therein; which being found inconvenient for the purposes of public justice, and for the revenue, (it affording a commodious asylum for debtors, outlaws, and smugglers,) authority was given to the treasury, by statute 12 G. c. 28. to purchase the interest of the then proprietors for the use of the crown; which purchase was at length completed in the year 1765, and confirmed by the statutes 5 G. 3. c. 26. & 39. whereby the whole island, and all its dependencies, (except the landed property of the *Athol* family, their manerial rights and emoluments, and the patronage of the bishopric and other ecclesiastical benefices,) are unalienably vested in the crown, and subjected to the regulations of the British excise and customs. 1 *Black.* 105.

MANBOTE, a compensation or recompence for homicide; for in ancient time almost all offences might be compensated for money.

MANDAMUS, is a writ issuing in the king's name out of the court of king's bench, and directed to any person, corporation, or inferior court of judicature, commanding them to do some particular thing therein specified, as appertaining to their office and duty. 3 *Black.* 110.

It is a high prerogative writ, of a most extensively remedial nature. It lies to compel the admission or restoration of the party applying, to any office or franchise of a public nature,

APPENDIX C: “EMOLUMENT” IN SYNONYMY DICTIONARIES, 1748-1813

Explanations of “Emolument” in Synonymy Dictionaries, 1748-1813

ABBÉ GIRARD	JOHN TRUSLER	HESTER PIOZZI	WILLIAM TAYLOR
SYNONYMES FRANÇOIS, LEURS DIFFERENTES SIGNIFICATIONS, ET LE CHOIX QU’IL EN FAUT FAIRE POUR PARLER AVEC JUSTESSE (New ed. 1748)	THE DIFFERENCE BETWEEN WORDS, ESTEEMED SYNONYMOUS, IN THE ENGLISH LANGUAGE; AND THE PROPER CHOICE OF THEM DETERMINED (1st ed. 1766)	BRITISH SYNONYM; OR AN ATTEMPT AT REGULATING THE CHOICE OF WORDS IN FAMILIAR CONVERSATION (1st ed. 1794)	ENGLISH SYNONYMS (1st ed. 1813)
<p><i>Gain. Profit. Lucre. Emolument, Benefice.</i></p> <p>Le <i>gain</i> semble être quelque chose de très casuel, qui suppose des risques & du hazard, voilà pourquoi ce mot est d’un grand usage pour les Joueurs & pour les Commerçans. Le <i>profit</i> paroît être sûr, & venir d’un rapport habituel, soit de fonds, soit d’industrie, ainsi l’on dit les <i>profits</i> de jeu, pour ceux qui donnent à jouer ou soumissent les cartes; & le <i>profit</i> d’une terre, pour exprimer ce qu’on en retire outre les revenus fixes par les baux. Le <i>lucre</i> est d’un stile plus soutenu, & don’t l’idée a quelque chose de plus abstrait & de plus general; son caractère consiste dans un simple rapport à la passion de l’intérêt, de quelque manière qu’elle soit satisfaite: voilà pourquoi l’on dit très bien d’un homme, qui’il aime le <i>lucre</i>; & qu’en pareille occasion on ne se serviroit pas des autres mots avec la même grace. L’émolument est affecté aux charges & aux emplois; marquant non seulement la finance réglée des appointemens, mais encoure tous les autres revenant-bons. <i>Bénéfice</i> ne se dit guères. Que pour les Banquiers, les Commissionnaires, le change & le produit de l’Argent; ou dans la Jurisprudence pour les héritiers, qui craignant de trouver un succession surcharge de dettes, ne l’acceptent que par <i>benefice</i> d’inventaire. Quelques rigoristes ont déclaré illicite tout <i>gain</i> fait aux jeux de hazard. On nomme souvent <i>profit</i> ce qui est vol. Tout ce qui n’a que le <i>lucre</i> pour objet est roturier. Ce n’est pas toujours où il ya le plus d’émolumens que se trouve le plus d’honneur. Le <i>benefice</i> qu’on tire du changement des monnoies, ne répare pas la perte réelle que ce derangement cuase dans l’Etat.</p>	<p><i>Gain, Profit, Lucre, Emolument.</i></p> <p><i>Gain</i>, seems to arise from something very casual; and implies, risk and hazard; it is for this reason, the word, is in great use among gamesters and tradesmen. <i>Profit</i>, appears to be more sure; proceeding either from lands or industry. Thus, we say, the <i>profits</i> of the earth; or, the <i>profits</i> of our labour. The characteristic of <i>lucre</i> consists in a simple relation to the passion of interest; ‘tis on this account, we say, with the greatest propriety, that man is fond of <i>lucre</i>. <i>Emolument</i> relates to commissions and employments; intimating, not only the salaries, but, all other perquisites. Some persons are so particularly rigid, as to condemn all <i>gain</i>, arising from play. Many will, idly, call that <i>profit</i>, which has accrued by illicit means. It is low and sordid, to be ever led by <i>lucre</i>. We do not, always, find the greatest honour, in offices, where there is the greatest <i>emolument</i>.</p>	<p><i>No mention of emolument.</i></p>	<p><i>No mention of emolument.</i></p>

SYNONYMES FRANÇOIS,

LEURS

DIFFÉRENTES SIGNIFICATIONS, ET
LE CHOIX QU'IL EN FAUT FAIRE
POUR PARLER AVEC JUSTESSE,

Par M. l'Abbé GIRARD, S. I. D. R.

ET

TRAITÉ

DE LA

PROSODIE

FRANÇOISE.

Par M. l'Abbé D'OLIVET.

Nouvelle Edition.



A AMSTERDAM,

Chez J. WETSTEIN.

MDCCXLVIII.

Martha THE *Saunders*
DIFFERENCE,

BETWEEN

Words, esteemed SYNONYMOUS,

IN THE

ENGLISH LANGUAGE;

And, the Proper CHOICE of them determined:

TOGETHER WITH,

So much of Abbé GIRARD's Treatise, on this
Subject, as would agree, with our Mode of
Expression.

Useful, to all, who would, either, write or speak, with
PROPRIETY, and, ELEGANCE.

In TWO VOLUMES.

VOL. I.

LONDON:

Printed, for J. DODSLEY, in Pall-mall.

MDCCCLXVI.

Le *gain* semble être quelque chose de très casuel, qui suppose des risques & du hasard ; voilà pourquoi ce mot est d'un grand usage pour les Joueurs & pour les Commerçans. Le *profit* paroît être plus sûr, & venir d'un rapport habituel, soit de fonds, soit d'industrie ; ainsi l'on dit les *profits* du jeu, pour ceux qui donnent à jouer ou fournissent les cartes ; & le *profit* d'une terre, pour exprimer ce qu'on en retire outre les revenus fixés par les baux. Le *lucre* est d'un stile plus soutenu, & dont l'idée a quelque chose de plus abstrait & de plus général ; son caractère consiste dans un simple rapport à la passion de l'intérêt, de quelque manière qu'elle soit satisfaite : voilà pourquoi l'on dit très bien d'un homme, qu'il aime le *lucre* ; & qu'en pareille occasion on ne se serviroit pas des autres mots avec la même grace. L'*émolument* est affecté aux charges & aux emplois ; marquant non seulement la finance réglée des appointemens, mais encore tous les autres revenant-bons. *Bénéfice* ne se dit guères que pour les Banquiers, les Commissionnaires, le Change & le produit de l'Argent ; ou dans la Jurisprudence pour les héritiers, qui, craignant de trouver une succession surchargée de dettes, ne l'acceptent que par *bénéfice* d'inventaire.

Quelques rigoristes ont déclaré illicite tout *gain* fait aux jeux de hasard. On nomme souvent *profit* ce

SYNONYMES FRANÇOIS. 137

qui est vol. Tout ce qui n'a que le *lucre* pour objet est roturier. Ce n'est pas toujours où il y a le plus d'*émolumens* que se trouve le plus d'honneur. Le *bénéfice* qu'on tire du changement des monnoies, ne répare pas la perte réelle que ce dérangement cause dans l'Etat.

Gain, Profit, | Lucre, Emolument.

Gain, seems to arise from something very casual ; and implies, risk and hazard ; it is for this reason, the word, is in great use among gamesters and tradesmen. *Profit*, appears to be more sure ; proceeding either from lands or industry. Thus, we say, the *profits* of the earth ; or, the *profits* of our labour. The characteristic of *lucre*, consists in a simple relation, to the passion of interest ; 'tis on this account, we

[155]

we say, with the greatest propriety, that man is fond of *lucre*. *Emolument* relates to commissions and employments ; intimating, not only the salaries, but, all other perquisites.

Some persons are so particularly rigid, as to condemn all *gain*, arising from play. Many will, idly, call that *profit*, which has accrued by illicit means. It is low and sordid, to be ever led by *lucre*. We do not, always, find the greatest honour, in offices, where there is the greatest *emolument*.

SYNONYMES FRANÇOIS,

LEURS

DIFFÉRENTES SIGNIFICATIONS, ET
LE CHOIX QU'IL EN FAUT FAIRE
POUR PARLER AVEC JUSTESSE,

Par M. l'Abbé GIRARD, S. I. D. R.

ET

TRAITÉ

DE LA

PROSODIE

FRANÇOISE.

Par M. l'Abbé D'OLIVET.

Nouvelle Edition.



A AMSTERDAM,

Chez J. WETSTEIN.

MDCCXLVIII.

GAIN. PROFIT. LUCRE.

E'MOLUMENT. BÉNÉFICE.

Le *gain* semble être quelque chose de très casuel, qui suppose des risques & du hasard ; voilà pourquoi ce mot est d'un grand usage pour les Joueurs & pour les Commerçans. Le *profit* paroît être plus sûr, & venir d'un rapport habituel, soit de fonds, soit d'industrie ; ainsi l'on dit les *profits* du jeu, pour ceux qui donnent à jouer ou fournissent les cartes ; & le *profit* d'une terre, pour exprimer ce qu'on en retire outre les revenus fixés par les baux. Le *lucre* est d'un stile plus soutenu, & dont l'idée a quelque chose de plus abstrait & de plus général ; son caractère consiste dans un simple rapport à la passion de l'intérêt, de quelque manière qu'elle soit satisfaite : voilà pourquoi l'on dit très bien d'un homme, qu'il aime le *lucre* ; & qu'en pareille occasion on ne se serviroit pas des autres mots avec la même grace. L'*émolument* est affecté aux charges & aux emplois ; marquant non seulement la finance réglée des appointemens, mais encore tous les autres revenant-bons. *Bénéfice* ne se dit guères, que pour les Banquiers, les Commissionnaires, le Change & le produit de l'Argent ; ou dans la Jurisprudence pour les héritiers, qui, craignant de trouver une succession surchargée de dettes, ne l'acceptent que par *bénéfice* d'inventaire.

Quelques rigoristes ont déclaré illicite tout *gain* fait aux jeux de hasard. On nomme souvent *profit* ce qui

SYNONYMES FRANÇOIS. 137

qui est vol. Tout ce qui n'a que le *lucre* pour objet est roturier. Ce n'est pas toujours où il y a le plus d'*émolumens* que se trouve le plus d'honneur. Le *bénéfice* qu'on tire du changement des monnoies, ne répare pas la perte réelle que ce dérangement cause dans l'Etat.

THE
DIFFERENCE,
BETWEEN
WORDS, esteemed SYNONYMOUS,
IN THE
ENGLISH LANGUAGE;
And, the Proper CHOICE of them determined:

TOGETHER WITH,

So much of Abbé GIRARD's Treatise, on this
Subject, as would agree, with our Mode of
Expression.

Useful, to all, who would, either, write or speak, with
PROPRIETY, and, ELEGANCE.

IN TWO VOLUMES.

V O L. I.

L O N D O N:

Printed, for J. DODSLEY, in *Pall-mall*.

MDCC LXVI.

LIBRARY

UNIVERSITY OF CALIFORNIA

JA 251

[154]

distant: we *banker* after things, that more affect us.

Princes, sometimes, *have a mind*, to gratify their ambition, at the expence of their future welfare. Women with child, frequently, *long for* most things they see: Lazy people, often, sit down and content themselves, with *wishing for* those things, they would, presently, obtain, if diligent and assiduous. Some children will *banker*, a long time, *after* their nurses, and, it is with the greatest difficulty, they can be brought to forget them.

140.

Gain,
Profit,

Lucre,
Emolument.

Gain, seems to arise from something very casual; and implies, risk and hazard; it is for this reason, the word, is in great use among gamesters and tradesmen. *Profit*, appears to be more sure; proceeding either from lands or industry. Thus, we say, the *profits* of the earth; or, the *profits* of our labour. The characteristic of *lucre*, consists in a simple relation, to the passion of interest; 'tis on this account,

we

[155]

we say, with the greatest propriety, that man is fond of *lucre*. *Emolument* relates to commissions and employments; intimating, not only the salaries, but, all other perquisites.

Some persons are so particularly rigid, as to condemn all *gain*, arising from play. Many will, idly, call that *profit*, which has accrued by illicit means. It is low and fordid, to be ever led by *lucre*. We do not, always, find the greatest honour, in offices, where there is the greatest *emolument*.

141.

*Very,**Extremely.*

We are apt to use these words indifferently, one as well as the other, to express a great degree of any thing. Thus, for example, we say, in the same sense, *very* wise; *extremely* wise; notwithstanding this, there appears to me some difference between them: The word, *very*, marks an extraordinary degree; but *extremely*, a degree to admiration. Thus, we say, men

H 6

are

BRITISH SYNONYMY;

OR,

A N . A T T E M P T

AT

REGULATING THE CHOICE OF WORDS

IN

FAMILIAR CONVERSATION.

I N S C R I B E D,

With Sentiments of Gratitude and Respect, to such of her
Foreign Friends as have made English Literature
their peculiar Study,

BY

HESTER LYNCH PIOZZI.

IN TWO VOLUMES.

V O L . I.

L O N D O N :

PRINTED FOR G. G. AND J. ROBINSON, PATERNOSTER ROW.

MDCCXCIV.

ENGLISH SYNONYMS

DISCRIMINATED

by W. TAYLOR, JUN. of Norwich.

Nur selten wird ein Wort, oder eine Bedeutung, in allen den einzelnen Fällen gebraucht, in welchen sie doch gebraucht werden könnten: alle diese unmerklich kleinen Schattierungen in den Bedeutungen durch Wortauszudrücken, ist unmöglich; und alle die Fälle anzuführen, in welchen ein Wort gebraucht werden kann, ist es nicht weniger, wenn man auch die unabsehbliche Weitläufigkeit, die solches würde verursacht haben, nicht mit in Rechnun bringen wollte.

ADELUNG.

LONDON :

PRINTED FOR W. POPLE, 67, CHANCERY LANE.

1813.

IN THE UNITED STATES DISTRICT COURT FOR THE
SOUTHERN DISTRICT OF NEW YORK

CITIZENS FOR RESPONSIBILITY AND
ETHICS IN WASHINGTON, RESTAURANT
OPPORTUNITIES CENTERS (ROC)
UNITED, INC. JILL PHANEUF, and ERIC
GOODE

Plaintiffs,

v.

DONALD J. TRUMP, in his official capacity
as President of the United States of America,

Defendant.

Civil Action No. 1:17-cv-00458-RA
**DECLARATION OF THOMAS
COLICCHIO**

DECLARATION OF THOMAS COLICCHIO

I, Thomas Colicchio, submit this declaration to describe my restaurants in New York City and their government business, and why I believe they compete with Defendant's restaurants in the City. The statements in this declaration are based on my personal knowledge.

1. I am a resident of New York, New York and the founder and owner of Crafted Hospitality, a restaurant group that includes seven restaurants. Three of my restaurants are located in New York City: Craft (in Gramercy), Riverpark (in Kips Bay), and Fowler & Wells (near City Hall). I have worked continuously in New York City's restaurant industry for well over three decades.

2. I am a member of ROC United and its Restaurants Advancing Industry Standards in Employment ("RAISE") project.

3. My restaurants and other businesses in New York City compete with restaurants and businesses located in Trump International Hotel & Tower New York, Trump Tower, and Trump SoHo New York. This is because my businesses and those located in these Trump-

branded properties market to, solicit, and attract similar customers, including foreign, federal, state, and local government officials.

Personal Background

4. My restaurants and I have received numerous awards. I have been recognized as “Chef of the Year” by The Bon Appétit American Food and Entertaining Awards. I have also received five James Beard Foundation Awards, including the coveted “Outstanding Chef” award, given annually to only one chef nationally, and the “Best Chef: New York City” award.

5. I am the head judge and executive producer of Bravo’s Emmy-award winning television show *Top Chef*, which was recently renewed for its 15th season. Other judges have included well-known chefs Anthony Bourdain, Emeril Lagasse, and Wolfgang Puck. I was also involved in Bravo’s *Top Chef Masters*, where I was the main consulting producer, and, in 2015, I was the host of the television series *Best New Restaurant*. I have made cameo appearances in other popular television shows, including *The Simpsons*, HBO’s *Treme*, and *The Smurfs*. I also produced and appeared in the documentary *A Place at the Table*, which addresses the economic, social, and cultural implications of hunger in the United States.

6. I am the author of three cookbooks: *Think Like a Chef*, *’wichcraft: Craft a Sandwich into a Meal—And a Meal into a Sandwich*, and *Craft of Cooking: Notes and Recipes from a Restaurant Kitchen*.

7. I am the co-founder (with Danny Meyer) of and former executive chef at Gramercy Tavern, which was and continues to be one of the world’s most celebrated restaurants. I also previously served as the executive chef at Mondrian.

Craft

8. My marquis restaurant, Craft, is located in New York’s Gramercy neighborhood at 43 East 19th Street.

9. Craft has garnered numerous awards and other recognition. When it opened, Craft was awarded “Best New Restaurant” by The James Beard Foundation and, more recently, was a semifinalist in 2016 for The James Beard Foundation’s “Outstanding Restaurant” award,

which is given to only one U.S. restaurant each year. In addition, Craft has received three stars from the *New York Times*, which named it a “Critic’s Pick.” In its review, the *New York Times* called Craft “magical and delicious.” Additionally, Craft was listed by *Time Magazine* as one of the 100 best restaurants in the United States.

10. Craft features an ingredient-driven, seasonal menu with dishes served family-style. Although the menu is updated regularly, favorites include pan-roasted diver scallops and braised beef short ribs. Craft is open daily for dinner and on weekdays for lunch. Dinner entrees are priced from \$35 to \$55. Craft also offers an extensive wine list, consisting of nearly 1,000 wines, which has been recognized by Wine Spectator with a “Best of Award of Excellence.”

11. Craft’s dining room was designed by architectural firm Bentel & Bentel and received the American Institute of Architecture’s National Honor Award. Craft’s design includes a rectilinear steel and bronze wine vault, a curved Brazilian walnut and leather paneled wall, a space-expanding triptych, terra-cotta clad columns, and amber-hued bare bulb chandeliers hanging from 14-foot ceilings.

12. Craft also features a private dining room with a separate entrance and premium bar. The private dining room has an open kitchen which allows guests to watch as Craft’s chefs prepare dishes for their event. Craft’s private dining room can accommodate 40 seated guests and up to 80 guests for a cocktail reception. Craft’s main dining room can also be reserved for private events and accommodates up to 85 seated guests and 200 guests for a reception. Zagat has recognized Craft as among “NYC’s Best for Private Rooms”—a list that consists of only 14 restaurants.

13. Craft is located within a mile of many of the diplomatic consulates in Midtown East and other government buildings, and less than three miles from Jean-Georges and Nougatine. Craft’s restaurant clientele regularly includes foreign, federal, state, and local government officials. Craft has also hosted private events for such officials.

14. Based on my many years of experience in the restaurant industry in New York City, and based on the similarity of their quality, price, and location to Craft's, I consider Jean-Georges and Nougatine to be competitors of Craft.

Riverpark

15. Riverpark is in New York City's Kip's Bay neighborhood at 450 East 29th Street. It is located on a garden plaza with romantic East River views that *Zagat* has called "spectacular."

16. Riverpark has been recognized as among New York City's best farm-focused restaurants by *Zagat* and among its best rooftop and patio restaurants by both the *Village Voice* and *Time Out New York*. Riverpark is also a *New York Times* "Critic's Pick," which praised the restaurant for its "marvelous views" and "captivating" menu, as well as a *New York Magazine* "Critics' Pick."

17. Riverpark offers a modern American menu, which changes daily, highlighting seasonal ingredients from local farms, Greenmarkets and Riverpark Farm. In particular, the 10,000-square-foot Riverpark Farm is among the largest and most urban farms in New York City. It was developed through a partnership between Riverpark Restaurant and the Alexandria Center for Life Science and supplies Riverpark with more than 100 types of vegetables, fruits, and herbs. Riverpark serves dinner daily, lunch on weekdays, and brunch on weekends. Entrees are \$32 to \$48 for dinner and \$16 to \$25 for brunch. Dishes include spiced baby octopus, Berkshire pork rack, and Fazio Farm rabbit.

18. Riverpark was designed by architectural firm Bentel & Bentel and features floor-to-ceiling windows and sweeping river views. The dining room is made from white oak, French limestone, bronze, and frosted glass and boasts a flexible design that allows it to serve as a restaurant, meeting venue, and conference facility. *Zagat* recognized Riverpark (along with Jean-Georges) as one of twenty New York City restaurants with the best décor. Riverpark has also received a Design Award of Honor and an interior design award from the Society of American Registered Architects.

19. Riverpark offers multiple spaces for hosting events. The East Room, which has East River views and access to the restaurant's terrace, accommodates up to 40 seated guests. The West Room accommodates 100 seated guests or a 125-person reception. Additionally, the East and West Rooms can be combined to host events with up to 165 seated guests. Riverpark's main dining room, which offers access to a terrace overlooking the East River, is also available for private events. The full Riverpark space accommodates 300 seated guests and a 575-person cocktail reception. The separate Little River space, which features a glowing glass fixture overlooking Riverpark Farm and outdoor patio dining, accommodates up to 50 seated guests and 100-person receptions.

20. Riverpark is located within a mile of the United Nations, many of the diplomatic consulates located in Midtown East, and other government buildings, and less than three miles from Jean-Georges and Nougatine. Riverpark's restaurant clientele regularly includes foreign, federal, state, and local government officials. Riverpark has also hosted private events for such officials.

21. Based on my many years of experience in the restaurant industry in New York City and based on the similarity of their quality, price, and location, I consider Jean-Georges and Nougatine to be competitors of Riverpark, particularly with respect to private events.

Fowler & Wells and Beekman Hotel Food Service

22. Fowler & Wells, which recently opened in October 2016, is a signature restaurant in the new Beekman Hotel near New York's City Hall. Fowler & Wells is located at 5 Beekman Street.

23. Called by the *New York Post* one of 2016's "most eagerly anticipated openings," and by *Architectural Digest* "the fall's biggest foodie draw," Fowler & Wells has garnered considerable praise since it opened nine months ago. Fowler & Wells has been named a *New York Times* "Critic's Pick," a *New York Magazine* "Critics' Pick," and one of the *Wall Street Journals* "12 NYC Restaurants to Watch." It was also awarded four stars by *Time Out New*

York. The *Village Voice* complimented that Fowler & Wells’s “cooking overwhelmingly matches the hotel’s impressive surroundings.”

24. The *New York Post* has dubbed Fowler & Wells “a sea of luxe,” while the *Village Voice* has called it “a pulse-quickenning vortex of old-world opulence and the fresh exuberance of renovation,” which “offers a matchless metropolitan setting for a meal.” Fowler & Wells’s design, by Martin Brudnizki Design Studios, consists of multi-colored stained-glass windows, large custom chandeliers, a long antique mirror, and other polished vintage details with industrial elements. Fowler & Wells’s furniture includes grey leather banquettes, mohair velvet upholstery, and dark stained timber chairs with burgundy leather upholstery and antique brass nail head details.

25. Fowler & Wells serves a seasonal menu consisting of classic American and French dishes with contemporary elements. It offers breakfast/brunch and dinner daily and lunch on weekdays. Dinner entrees currently range from \$36 (for the mushroom tart with summer squash and basil) to \$73 (for Wagyu steak “Diane”), and a tasting menu is available for \$99, with an additional \$60 wine pairing. Breakfast entrees are \$12 to \$19. Fowler & Wells also offers a 350-selection wine list, which has been recognized by Wine Spectator with a “Best of Award of Excellence.”

26. I also own the Beekman Hotel’s Bar Room, which is located beneath the Hotel’s nine-story Victorian atrium. The *Village Voice* has commented that the Bar Room “occupies the Beekman’s star attraction, a breathtaking, depth-perception-challenging atrium lined with cast-iron railings and capped with a massive pyramidal skylight.” The Bar Room offers \$18 house handcrafted cocktails, an extensive selection of wines, as well as food (dishes \$11-\$29). The Bar Room is decorated with plush velvet chairs and leather banquettes, Persian rugs, and books in dark-wood cases.

27. In addition to offering restaurant service, Fowler & Wells provides 24-hour in-room dining for the Beekman Hotel’s guests and caters all private events held at the Beekman Hotel. The Beekman Hotel offers several spaces where private events are held. The 1,200-foot

Temple Court Room boasts arched entries, custom crystal chandeliers, and large windows with views of City Hall Park. It can hold 130-guest receptions, 100-guest seated dinners, and 60-guest meetings. The 400-foot Chapel Street Room, with design elements including dark aged-timber borders, high ceilings, and custom moldings, is available for use as a private boardroom and for dinners with up to 18 guests. Other available spaces include the 1,000-square-foot Kelly Room and 1,100-square-foot Farnsworth Room. The entire lower level of the Beekman Hotel, with 3,100 feet, can be used for larger events with up to 225 guests.

28. The clientele of Fowler & Wells and the Beekman Hotel include foreign, federal, state, and local government officials. The Beekman Hotel has also hosted private events for such officials, which I have catered.

29. Based on my experience in the hospitality industry, hotel guests often dine at restaurants and purchase drinks at bars located in their hotels. Additionally, many hotel guests purchase room service from the hotel in which they are staying. Because I own a restaurant and bar in and provide room service to the Beekman Hotel, an increase in competition faced by the Beekman Hotel from the Trump SoHo New York for hotel guests (such as government officials) would cause my businesses in the Beekman Hotel to lose sales. In addition, because Fowler & Wells provides catering for private events held in the Beekman Hotel, an increase in competition faced by the Beekman Hotel from the Trump SoHo New York for private events, including those paid by governments, would cause Fowler & Wells to lose catering business.

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge and belief.

Executed this 3rd day of August, 2017.



THOMAS COLICCHIO

**IN THE UNITED STATES DISTRICT COURT FOR THE
SOUTHERN DISTRICT OF NEW YORK**

CITIZENS FOR RESPONSIBILITY AND
ETHICS IN WASHINGTON, RESTAURANT
OPPORTUNITIES CENTERS (ROC)
UNITED, INC. JILL PHANEUF, and ERIC
GOODE

Plaintiffs,

v.

DONALD J. TRUMP, in his official capacity
as President of the United States of America,

Defendant.

Civil Action No. 1:17-cv-00458-RA
DECLARATION OF JAMES MALLIOS

DECLARATION OF JAMES MALLIOS

I, James Mallios, submit this declaration to describe two of my restaurants in New York City, which I believe compete with some of Defendant's restaurants and to describe some of the business they do with government officials. The statements in this declaration are based on my personal knowledge.

1. I am the managing partner of several restaurants in New York City, including Amali and Amali Mou.

2. I consider certain of Defendant's restaurants in New York City to be competitors of Amali and Amali Mou because his restaurants are located just a short cab ride from Amali and Amali Mou, and have similar prices, quality and reputations as my two restaurants.

3. Diplomats, other officials of foreign states, and officials of the United States and various states have regularly dined at Amali and Amali Mou.

Amali

4. Amali is located in the Upper East Side at 115 E. 60th Street. The restaurant is less than a ten-minute walk from Trump Tower and a fifteen to twenty-minute walk or a ten-minute taxi or Uber ride to Trump International Hotel. I believe Amali competes for business, including government business, with Trump Grill in the Trump Tower and with Nougatine in the Trump International Hotel. I believe it also competes with the Trump Tower Atrium, the Trump Grill, and the Trump Bar, all in the Trump Tower, and with Nougatine and Jean-Georges, both in the Trump International Hotel, for corporate, government and transient event and meeting business.

5. There are approximately 118 government buildings, both foreign and domestic, within a two-mile radius of Amali, including 106 consulates, one federal government building, one state government buildings, eight municipal buildings, and the United Nations Headquarters. These government buildings host a variety of events and meetings attended by government officials from both foreign and domestic governments.

6. Amali is an approximately 3500 square foot restaurant dedicated to economically sustainable sourcing that features seasonal Mediterranean cuisine with an emphasis on vegetables, olive oil, cheese, grains, and fish. The tables and all of the surface wood in the restaurant are made from 150-year-old pine taken from the ceiling of the restaurant during renovations. All of the other wood used in the restaurant, from the ceiling to the menu boards, is repurposed from New York buildings. The space is detailed in steel and reclaimed pine with minimalist lamps made by local artisans and menus fastened to wooden boards with metal strips.

7. Amali's Executive Chef Dan Ross-Leutwyler joined Amali in Spring 2016. Previously, he earned two stars from the New York Times as Executive Chef of Fatty 'Cue with Zak Pelaccio. He was Sous Chef at Roberta's when the restaurant received its first rating from the New York Times. Before coming to Amali, Chef Dan opened the critically-acclaimed Fritzl's Lunch Box in Bushwick.

8. The restaurant serves dinner seven days a week, lunch Monday through Friday, and brunch Saturday and Sunday. Brunch entrees range from \$18-\$28; lunch from \$19-\$29; and dinner from \$21-\$36, although some items fluctuate with market prices. The restaurant also has an extensive wine list with over 400 selections. The wine list has been called “daring” by the New York Times, and Adam Platt of New York Magazine named Amali’s wine selection “one of the best Mediterranean selections in Midtown.”

9. The restaurant also offers catering and space for private events. Amali frequently hosts private events and has hosted many political and governmental organizations including the United Nations, the U.S. State Department, the Democratic Senatorial Campaign Committee, and the Democratic National Committee. There are four spaces available for private events.

10. One of Amali’s event spaces is the Fireplace Room, which features a large wooden table, large wooden doors, and large black and white photographs. It seats 18-22 guests and can accommodate 35 guests for a standing reception. The room fee is \$200. The minimum for a lunch is \$750 and the minimum for a dinner is \$1,500.

11. The Skylight Room is available for private events. The room has twelve-foot ceilings and an eighteen-foot high skylight. The Skylight Room seats 25-40 guests and can accommodate 65 guests for a standing reception. The room fee is \$300. The lunch minimum is \$1,250. The dinner minimum is \$2,500.

12. Sopra is available for private events. Sopra is a converted loft apartment that features an open kitchen and seats 20-30 guests and can accommodate 40 guests for a standing reception. The room fee is \$300. The lunch minimum is \$1,250. The dinner minimum is \$2,500. Wine and Spirits Magazine describes the Sopra as having the feel of “an upscale bistro in Kolonkaki.”

13. The Sopra Chef’s Table is available for private dinner events. It can seat approximately 20 guests. The room fee is \$400. The dinner minimum is \$3,000.

14. The Sopra and Fireplace Rooms can be rented together for private events. Together, the rooms can seat 45-65 guests and can accommodate 95 guests for a standing

reception. The room fee is \$600. The lunch minimum is \$2,500. The dinner minimum is \$5,000.

15. The entire restaurant can also be rented out for private events. It can seat 150 guests and accommodate 200 guests for a standing reception. The room fee is \$1,000.

16. The room fees for all private event spaces includes personalized menus, floral arrangements, and name cards.

17. I believe each of these event spaces competes for corporate, government, and transient meeting and event business with the event spaces in Jean-Georges, Nougatine, the Trump Tower Atrium, the Trump Grill, and the Trump Bar.

18. Online ratings demonstrate Amali's success in the New York restaurant market. Nymag.com rates Amali a 9 out of 10. Both Google.com and Opentable.com give Amali at 4.2 out of 5 stars. Eater.com listed Amali on its list of 38 Essential New York Restaurants and noted that Amali serves "one of the city's top brick chickens, and the seafood, pasta dishes, and charcuterie are just as good." Zagat.com describes Amali as a "wine destination on the East Side" and describes that food and wine list as "fantastic."

Amali Mou

19. Amali Mou is located in Midtown at 230 Park Avenue. Amali Mou is under a fifteen-minute walk to Trump Tower. I believe Amali Mou competes with Trump Café in the Trump Tower.

20. There are approximately 114 government buildings, both foreign and domestic, within a two-mile radius of Amali Mou, including 105 consulates, one federal government building, one state government buildings, six municipal buildings, and the United Nations Headquarters. These government buildings host a variety of events and meetings attended by government officials from both foreign and domestic governments.

21. Amali Mou is an approximately 150 square foot restaurant dedicated to economically sustainable sourcing that features Modern Greek fare, drawing inspiration from the cuisines of Santorini, Mykonos and the Aegean islands. The menu offers gyros, market salads,

mezes, and over 35 wines, beers, and cocktails. The restaurant is open from 11 a.m. to 9 p.m. Monday to Friday and 11 a.m. to 5 p.m. Saturday and Sunday.

22. The restaurant also offers catering and delivery services. Catering packages provide food for 15-25 people.

23. Online ratings demonstrate Amali Mou's success in the New York restaurant market. Google.com and TripAdvisor rate Amali Mou 4 out of 5 stars.

Government Business

24. Amali and Amali Mou are frequented by foreign and domestic government officials. Additionally, my restaurants receive Form DTF-950 from diplomatic missions and personnel who are paying with government funds. Form DTF-950 is a certificate for tax exemption that diplomats and diplomatic personnel use while traveling.

25. These tax forms reveal that the many government officials have dined at my restaurants, including the following:

- a. The mayor of Athens dined at Amali in 2017;
- b. the mayor of Rome dined at Amali in 2017;
- c. the first lady of Japan dined at Amali in 2017;
- d. the Ambassador of Cyprus dined at Amali in 2015.

26. Amali typically hosts one or two events each year for the United Nations.

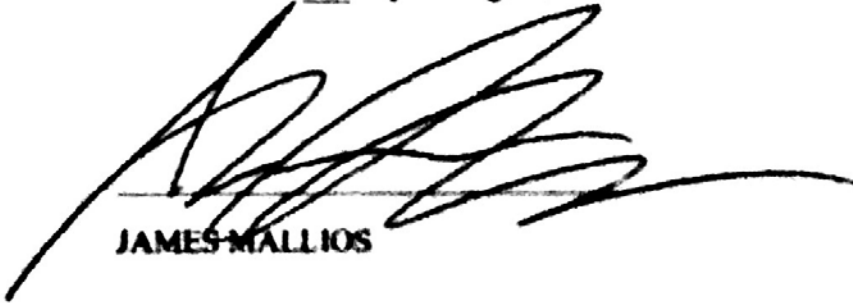
27. Amali hosted an event for the United States Department of State in 2014.

28. Tax exempt sales at Amali in November 2016 totaled \$22,751. In December 2016, tax exempt sales at Amali totaled \$15,811, a nearly \$7,000 decline from the prior month. My most recent sales receipts, from June 2017, reflect only \$15,607 in tax exempt sales. The decline in tax exempt sales reflects a decline in government business.

29. In order to counteract this decline in government business, I took three steps that required the expenditure of resources and time. I joined new event listing services, including BizBash. I engaged the public relations firm Sunshine Sachs to increase event bookings. I personally took over event coordination at Amali.

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge and belief.

Executed this 1 day of August, 2017.



A handwritten signature in black ink, appearing to read 'James Mallios', is written over a horizontal line. The signature is stylized with multiple loops and a long horizontal stroke extending to the right.

JAMES MALLIOS

IN THE UNITED STATES DISTRICT COURT FOR THE
SOUTHERN DISTRICT OF NEW YORK

CITIZENS FOR RESPONSIBILITY AND
ETHICS IN WASHINGTON, RESTAURANT
OPPORTUNITIES CENTERS (ROC)
UNITED, INC., JILL PHANEUF, and ERIC
GOODE,

Plaintiffs,

v.

DONALD J. TRUMP, in his official capacity
as President of the United States of America,

Defendant.

Civil Action No. 1:17-cv-00458-RA

DECLARATION OF JILL PHANEUF

DECLARATION OF JILL PHANEUF

I, Jill Phaneuf, submit this declaration to describe my efforts to book government events at two Kimpton Hotels in Washington, D.C., the Carlyle Hotel and the Glover Park Hotel. The statements in this declaration are based on my personal knowledge.

1. I am a resident of Washington, D.C. and I book and curate events for the Carlyle Hotel and the Glover Park Hotel. In particular, I aim to book embassy functions, political functions involving foreign governments, and functions for organizations that are associated with foreign governments at the Carlyle Hotel and the Glover Park Hotel. My compensation is determined as a percentage of the gross receipts of the events that I book for these hotels.

The Carlyle Hotel

2. The Carlyle Hotel is located just north of Dupont Circle at 1731 New Hampshire Avenue, Northwest. The Carlyle Hotel is a ten to fifteen-minute taxi or Uber ride from the Trump International Hotel Washington, D.C. I believe the event spaces at the Carlyle Hotel

compete directly for corporate, government, and transient banquet business with event spaces at the Trump International Hotel Washington, D.C.

3. There are approximately 183 government buildings within a two-mile radius of the Carlyle, including 151 embassies, 26 federal government buildings, and six municipal buildings. These government buildings host a variety of events and meetings attended by government officials from both foreign and domestic governments.

4. The Carlyle provides 2,800 square feet of contemporary art-deco inspired and green event space for business and social events. The space is adaptable for a range of uses, including film screenings, fundraisers, book signings, photo shoots and gallery showings. The Carlyle is equipped with the necessary multimedia for business and social events, including high-speed internet, ultramodern A/V equipment, and tech support.

5. Events are catered by the Riggsby, the Carlyle's on-site restaurant featuring upscale American fare by James Beard award-winning chef Michael Schlow. Event guests also can choose from an impressive beverage selection, including options for cocktail demonstrations or sommelier-led wine tasting.

6. The Riggsby projects an intimate and nostalgic yet refined ambiance with its unique "key hole" shaped doorway, open kitchen, wood tables, leather booths, brass finishes, and whimsical décor, including custom designed wallpaper that highlights original artwork by renowned artist Adrienne Schlow. The Washingtonian named the Riggsby one of the "100 Very Best Restaurants" in the D.C. area in 2016. The Washington Post described the Riggsby as the "new glam supper club" and rated it 2.5 out of 3 stars.

7. Chef Schlow has restaurants spanning the country and is one of the most influential and respected chefs in America. He has appeared on the Tonight Show with Jimmy Fallon, Bravo's Top Chef Masters, The Today Show, Good Morning America, The Rachel Ray Show, CBS This Morning, Nightline, and the Food Network. He has received numerous awards, including being named "Best Chef in the Northeast" by the James Beard Foundation, "Best Chef in the Country" by Sante Magazine, and receiving Robert Mondavi's "Culinary

Award of Excellence” which is given to only six recipients a year. His restaurants have been recognized as some of the best in the world by Esquire, Food & Wine, Conde Nast Traveler, and Gourmet. He is the author of the cookbook, *It's About Time, Great Recipes for Everyday Life*, and is regularly requested to appear and speak at events and to the media about the restaurant and hospitality industry.

8. Multiple spaces are available for private events at the Carlyle Hotel, including the Ellington room, the Fitzgerald room, and the Taylor room.

9. The Ellington is a naturally lit, 630 square foot space complete with a large table, elegant white and brass chairs, and art-covered dark wood and maroon walls. It can accommodate 27 to 60 guests. The room includes an 80-inch TV and wall speakers for presentations. The space can be used for business meetings, cocktail receptions, or elegant candle-lit dinners. I believe the Ellington competes directly for corporate, government, and transient banquet business with event spaces at the Trump International Hotel Washington D.C.

10. The Taylor is a spacious 1,473 square foot space that can accommodate up to 120 people. The Taylor features exposed brick walls, plush emerald green arm chairs, elegant brass bottomed standing lamps, a large art deco inspired print of the Capitol building, three built-in projection screens, speakers wired throughout the room, and a serving area for bars and buffets. I believe the Taylor competes directly for corporate, government, and transient banquet business with event spaces at the Trump International Hotel Washington D.C.

11. The Fitzgerald is right off the main dining room of the Riggsby. It is a 250 square foot private dining room with a low lit speakeasy feel that has dark wood lining, leather seating, and art covered walls. It can accommodate 12 guests. I believe the Fitzgerald competes directly for corporate, government, and transient banquet business with event spaces at the Trump International Hotel Washington D.C.

The Glover Park Hotel

12. The Glover Park Hotel is located in upper Georgetown at 2505 Wisconsin Avenue Northwest, near “Embassy Row” on Massachusetts Avenue. The Glover Park Hotel is a fifteen

to twenty-minute taxi or Uber ride from the Trump International Hotel Washington D.C., depending on traffic. I believe the event spaces at the Glover Park Hotel compete directly for corporate, government and transient banquet business with event spaces at the Trump International Hotel Washington, D.C.

13. The Glover Park Hotel is perched on a hill above a tree-lined, picturesque neighborhood and provides impressive panoramic views of the District. The hotel blends metropolitan edge with familial comfort and tranquility and features creative design pieces, including a custom map of D.C.'s Rock Creek Park on the property's eight story façade, original mixed-media artwork, handmade light fixtures, and a variety of natural textiles throughout the communal spaces. The Glover Park Hotel provides the necessary multimedia for business and social events, including wireless internet throughout the premises and audio visual support.

14. There are 151 government buildings within a two-mile radius of the Glover Park Hotel, including 149 embassies and two municipal buildings. These government buildings host a variety of events and meetings attended by government officials from both foreign and domestic governments.

15. The Glover Park Hotel provides 3,800 square feet of contemporary event space for business and social events. The space is adaptable for a range of uses, including meetings, cocktail receptions, and large dinner parties.

16. Events are catered by the Casolare, the Glover Park Hotel's on-site restaurant featuring James Beard award-winning chef Michael Schlow. Casolare offers fresh, seasonal, and healthful cuisine that finds its roots in Southern Italy. The menu is inspired by the Italian tradition that "simple is better" and offers exceptional, flavorful, authentic food in a comfortable and approachable setting. The Washington Post described the restaurant as "a little piece of Puglia [a region in southern Italy] moved into Casolare" and lauded the restaurant for its fresh and quality ingredients. The restaurant features a large wooden bar, white hanging light fixtures, and Tuscan inspired tiled walls.

17. There are four spaces available for private events – the Cocktail Garden, the Walnut Ballroom, the Walnut East Room, and the Walnut West Room.

18. The Cocktail Garden is a 2,000 square foot garden with lush greenery interspersed with lavender, rosemary, and thyme. In the evening, guests can enjoy cocktails under white tents dressed with bistro lights, and with lit lanterns hanging among garden benches. Guests can drink crafted cocktails, punches, and refreshers, as well as a selection of beer and wine. Guests can also eat savory small bites such as watermelon and arugula salad, zucchini pizza with pistachio pesto, and charcuterie and cheese. The Cocktail Garden can accommodate up to 150 people.

19. The Walnut Ballroom is an expansive 1,860 square foot ballroom featuring large floor to ceiling windows, along with white and light wood accents and low lighting. The room features unique wooden art installations that hang from the ceiling. The Walnut Ballroom can accommodate up to 200 people. The room can be arranged to accommodate meetings, cocktail receptions, or a large dinner party. The Walnut Ballroom can be divided into the Walnut East room and the Walnut West room, for event customers seeking a smaller space.

Government Business

20. I started my position booking and curating events for the Carlyle Hotel and the Glover Park Hotel in April 2017.

21. I am actively seeking to book and curate numerous events at the Carlyle Hotel and the Glover Park Hotel for foreign and domestic governmental officials and entities.

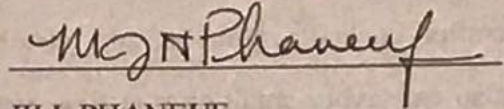
22. I have reached out to the Russian Embassy to organize an evening cocktail reception at the Glover Park Hotel. The Russian Embassy is across the street from the Glover Park Hotel.

23. I met with a senior coordinator for the Japanese Embassy who was interested in renting the Cocktail Garden of the Glover Park Hotel for an event.

24. I have reached out to an organization associated with the Government of Saudi Arabia to book a roundtable event at the Glover Park Hotel.

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge and belief.

Executed this 2 day of August 2017.



JILL PHANEUF

**IN THE UNITED STATES DISTRICT COURT FOR THE
SOUTHERN DISTRICT OF NEW YORK**

CITIZENS FOR RESPONSIBILITY AND
ETHICS IN WASHINGTON,
RESTAURANT OPPORTUNITIES
CENTERS (ROC) UNITED, INC., JILL
PHANEUF, and ERIC GOODE,

Plaintiffs,

v.

DONALD J. TRUMP, in his official capacity
as President of the United States of America,

Defendant.

Civil Action No. 1:17-cv-00458-GBD

DECLARATION OF RACHEL J. ROGINSKY, ISHC

EXPERT DECLARATION OF RACHEL J. ROGINSKY, ISHC

I. Experience and Qualifications

1. I am currently the Owner and Founder of Pinnacle Advisory Group, Inc. Pinnacle Advisory Group is one of the nation's leading, full-service hospitality consulting firms. Pinnacle Advisory Group is comprised of five divisions: consulting, valuation, development services, litigation support, and asset management. Pinnacle's clients benefit from the services of a total of 14 professionals located in offices in Boston, New York City, Washington, D.C., Los Angeles, Tampa, and Portland. Pinnacle Advisory Group clients include local, regional, national, and international financial institutions, REITs, private equity firms, hotel companies, developers, public sector agencies, airport authorities, hotel management companies, attorneys, and colleges/universities. Since 1991, Pinnacle Advisory Group has been involved with more than \$60 billion of hotel, resort, and convention assets throughout the United States and Caribbean.
2. I earned my Bachelors of Science degree from Cornell School of Hotel Administration in 1979. Cornell's hotel school is considered to be the leading hospitality program in the world.
3. I have more than 30 years of experience in hospitality consulting. After graduating from Cornell, I started my career in hospitality operations, and then worked with the national accounting firm Pannell Kerr Forster, eventually becoming a Principal, overseeing their Management Advisory Services practice in New England. In 1991, I founded Pinnacle Advisory Group.
4. I have authored and co-authored industry journal articles and several books related to the hospitality business. I am the co-editor and an author for Hotel Investments - Issues and Perspectives, published by the American Hotel and Lodging Educational Institute. With five editions (1995, 1999, 2003, 2006, 2011, and 2014), these books are used by most major hotel schools and many hotel industry leaders.
5. I am an adjunct professor at Boston University School of Hospitality Administration. I currently teach Hospitality Market Feasibility and Valuation in the undergraduate program; I will be teaching a similar course to the graduate program in the spring of 2018. I am also a regular guest lecturer at Cornell School of Hotel Administration, and other prestigious institutes of higher education including Johnson & Wales, University of New Hampshire, Massachusetts Institute of Technology, and Florida International University.
6. I am the Chair Emeritus of the International Society of Hospitality Consultants (ISHC). ISHC is the world's greatest source for hospitality expertise and counsel, represented by some two hundred of the industry's most respected professionals from across six continents. I have been a Board Member for over six years, have led numerous committees, and was the Chairman in 2015.
7. I am on the New England Real Estate Journal Hotel Industry Advisory Board, and a long-time Board Member for the Massachusetts Lodging Association.
8. My expertise includes assessing competition in the hotel industry, and I have regularly assessed the nature and extent of competition among hotels throughout most major markets within the United States. Annually, I review and determine competitive sets of hotels for over 150 geographic areas in

the United States. My expertise also includes evaluating impact that results from hotel competition. Specifically, I have authored reports and have given presentations on hotel impact issues, and my firm has taken a lead role in preparing impact studies for most major hotel companies.

9. I have been certified as an expert witness on hotel industry issues in numerous state and federal courts.
10. I am regularly sought after as a hotel industry expert by most major news organizations, including but not limited to *The New York Times*, *The Wall Street Journal*, and *The Boston Globe*. I have spoken at major hotel events such as the American Lodging Investment Summit, the International Restaurant and Foodservice Show, and events sponsored by the Real Estate Finance Association, New England Women in Real Estate, and the Urban Land Institute.
11. Pinnacle Advisory Group is being compensated for the time I spend on this matter at my normal and customary rate (currently, \$400/hour, except for testimony and trial preparation, which I currently bill at \$500/hour).

II. Assignment and Materials Reviewed

12. I was retained by plaintiffs' counsel in this case to evaluate the nature and extent of any competition between the plaintiffs' and the defendant's hotels in New York City, and to describe the nature and extent of the demand for those hotels' services by foreign and domestic government officials.
13. The materials that I reviewed include websites with information about plaintiffs' and defendant's hotels and the hotel market in New York City, definitions from the Uniform System of Accounts for the Lodging Industry (USALI), websites with information on the United Nations, information from www.NYC.gov, data from the Monthly Group Room Nights Report prepared for NYC & Company, defendant's memorandum in support of his motion to dismiss, and the Declarations of Eric Goode, James Mallios, Thomas Colicchio, Saru Jayaraman, Jill Phaneuf, and Christopher Muller. As a hotel expert with over 30 years of experience, I also relied upon my general knowledge of the hotel industry, which is based in part on my regular review of industry publications, market-specific data, and other materials on the New York City lodging markets.

III. The Nature of Hotel Competition

14. Hotels compete with each other if they market to and attract customers from a common set of visitors. If, for whatever reason, demand increases for rooms at one hotel, that will result in more customers from this common set of visitors staying at that hotel, and fewer staying at its rivals' hotels.
15. Primary competitors include lodging facilities that market to and attract customers from essentially the same pool of visitors. Secondary competition consists of lodging facilities that market to and attract customers from pools of visitors that overlap only in part, and sometimes only under special circumstances. Primary competition occurs among lodging facilities that are similar with respect to the following criteria: location, facilities, services, amenities, class, image, and price. Secondary competition occurs with lodging facilities that have similar locations but share only some of the other major qualities, including particularly class and image.

IV. Summary of Conclusions

16. Eric Goode, owner of the Bowery Hotel and the Maritime Hotel, is of the opinion that the Bowery Hotel competes with Trump SoHo and Trump International New York and that the Maritime Hotel's penthouse rooms compete with Trump SoHo. I share this opinion because the Bowery Hotel, the Trump SoHo, and the Trump International New York attract customers from overlapping pools of visitors and share several comparable characteristics, and because the Maritime Hotel's penthouse rooms and the Trump SoHo attract similar pools of visitors and have several comparable characteristics in common.
17. I also conclude that the Beekman Hotel, which includes the Fowler & Wells restaurant owed by Thomas Colicchio, competes with Trump SoHo. These hotels share several comparable characteristics and attract a common pool of visitors.

V. The Trump SoHo and the Bowery Hotel Compete with Each Other

A. Locational Proximity

18. Both the Bowery Hotel and the Trump SoHo are located in Downtown Manhattan: the Bowery Hotel is located in the Lower East Side; the Trump SoHo is located in SoHo near Tribeca/West Village. This places the hotels less than one mile from each other, and less than a 10-minute cab ride apart (with traffic). Locationally, these hotels are similarly accessible for the market area's demand generators.

B. Comparable Facilities, Services and Amenities

19. Both the Bowery Hotel and the Trump SoHo are full-service, higher-end hotel facilities. Both hotels provide luxuriously appointed guest rooms and suites; both provide ample meeting space (the Trump SoHo's largest ballroom can accommodate up to 400 guests; the event space at the Bowery can accommodate up to 600 people); both provide a minimum of three meals/day at on-site food and beverage facilities; both provide 24/7 room service to hotel guests; both offer guests spa services; and both include a fitness center. As such, both hotels provide comparable facilities, services and amenities.

C. Comparable Class and Image

20. The Bowery Hotel and the Trump SoHo are of similar class and image. Both hotels offer services typically found in higher-end hotels. Examples of this include guest rooms with floor to ceiling windows, deluxe beddings and linens in all guest rooms and suites, business center services, valet, and 24/7 concierge.
21. The Bowery Hotel is a AAA Four Diamond Hotel and the Trump SoHo is a AAA Five Diamond Hotel, placing both hotels at the high end of quality and services. Both hotels received the Readers' Choice Awards "Best Hotels in NYC" in 2016, with the Bowery ranked #33 and the Trump SoHo ranked #35. Both Hotels were placed on the Conde Nast Traveler ranking - "Gold" for Trump and "Hot" for the Bowery. Oyster.com recognized both hotels with various "Best Hotels in NYC" awards. Trip Advisor

rated both hotels similarly: each hotel received a 4.5 out of 5 in its list of 468 hotels in New York City. Google.com gave the Bowery a rating of 4.4 out of 5; Trump SoHo received a 4 out of 5. U.S. News and World Report also ranked these hotels similarly - #21 Best Hotel in NYC for Trump SoHo and #36 Best Hotel in NYC for the Bowery Hotel, and both received a rating of "Good." These facts attest to the extensive similarities between the Trump SoHo and the Bowery Hotel with respect to quality and image.

D. Comparable Pricing

22. Hotels typically offer a variety of room rates and these rates differ based on facilities, class and image, seasonal factors, and business strategies. For example, the rooms and suites at the Bowery currently range from \$395 to \$850, depending on the timing of the reservations. The Trump SoHo's advertised room rates are currently \$300 to \$1,000 (not including 2 bedroom suites). In 2016, the Bowery's Average Daily Room Rate (ADR) was approximately \$500. The Trump SoHo, during the same time frame, had a similar ADR.

E. Conclusion

23. Based on my many years of experience in the hospitality industry, and my specific review of the aforementioned data regarding the competitive attributes of each hotel, I am of the opinion that the Bowery Hotel, unlike most hotels in New York City, competes with the Trump SoHo.

VI. The Trump International New York and the Bowery Hotel Compete with Each Other

A. Locational Proximity

24. Both hotels are located in Manhattan: The Trump International New York is located in the Central Park West area; the Bowery is located in the Lower East Side. This places the hotels a 20-minute cab ride apart (with traffic). Both hotels are located in neighborhoods considered desirable locations for visitors to Manhattan. For example, both hotels are within an approximate 15-minute cab ride from the United Nations Headquarters, the Empire State Building, Pennsylvania Station, and Grand Central Station. Both hotels are approximately 18 miles, or a 30-minute cab ride, to JFK Airport, placing these hotels equidistant from New York City's major airport for international travel. Both hotels are surrounded by many of New York City's top-rated restaurants. Locationally, these hotels are similarly accessible to the midtown area's demand generators

B. Comparable Facilities, Services and Amenities

25. Both the Trump International New York and the Bowery are full-service, higher-end hotel facilities providing services typically found in higher-end hotels. Both hotels provide luxuriously appointed guest rooms and suites, provide a minimum of three meals/day at on-site food and beverage facilities, provide 24/7 room service to hotel guests, offer guests spa services, and include a fitness center. As such, the two hotels provide comparable facilities.

C. Comparable Class and Image

26. The Trump International New York and the Bowery are of a similar class and image. Both hotels offer services typically found in higher-end hotels. Examples include guest rooms with floor to ceiling

windows, deluxe beddings and linens in all guest rooms and suites, business center services, valet, and 24/7 concierge.

27. The Bowery Hotel is a AAA Four Diamond Hotel and the Trump International New York is a AAA Five Diamond Hotel, placing both hotels at the high end of quality. Both hotels received the Readers' Choice Awards "Best Hotels in NYC" in 2016. Both hotels were placed on the Conde Nast Traveler ranking - "Gold" for Trump International and "Hot" for the Bowery. Oyster.com recognized both hotels with various "Best Hotels in NYC" awards. Trip Advisor rated both hotels similarly: each hotel received a 4.5 out of 5 in its list of 468 hotels in New York City. Google.com gave the Bowery a rating of 4.4 out of 5, while Trump International New York received a 3.1 out of 5. The Bank of America – Corporate Perks site ranked both hotels with 5 stars. These facts attest to the similarities between the two hotels with respect to quality and image.

D. Comparable Pricing

28. Hotels typically offer a variety of room rates and these rates differ based on facilities, class and image, seasonal factors, and business strategies. For example, the rooms and suites at the Bowery currently range from \$395 to \$850, depending on the timing of the reservations. The Trump International New York advertised room rates are currently \$550 to \$1,000 (not including 2 bedroom suites).

E. Conclusion

29. Based on my many years of experience in the hospitality industry, and my specific review of the aforementioned data regarding the competitive attributes of each hotel, I am on the opinion that the Bowery Hotel, unlike most hotels in New York City, competes with the Trump International New York.

VII. The Trump SoHo and the Maritime Hotel Compete with Each Other

A. Locational Proximity

30. Both the Maritime Hotel and the Trump SoHo are located in Downtown Manhattan: the Maritime Hotel is located in the Chelsea neighborhood; the Trump SoHo is located in SoHo near Tribeca/West Village. This places the hotels approximately 1.5 miles, and a 15-minute cab ride (with traffic), from each other. Locationally, these hotels are similarly accessible for the market area's demand generators.

B. Comparable Facilities, Services and Amenities

31. Both the Maritime Hotel and the Trump SoHo are considered full-service hotel facilities. Both hotels provide luxuriously appointed guest rooms and suites. For example, the Penthouse rooms at the Maritime provide outdoor terraces with rain showers (and in the case of the Rooftop Penthouse, a 1500 square foot rooftop terrace with outdoor seating and panoramic views of the City), large soaking tubs, complimentary Wi-Fi, wet bars, Bose sound systems, Nespresso coffee makers, and an artisanal minibar. The Junior Penthouse, the Terrace Penthouse, and the Rooftop Penthouse rooms range in size from 550 square feet to 2,500 square feet. The Penthouse rooms are similar in size to many of the suites in the Trump SoHo. Both hotels provide ample meeting/banquet space. The Trump SoHo's largest ballroom can accommodate up to 400 guests; the event space at the Tao restaurant in the Maritime Hotel can accommodate up to 1,500 people. Both hotels provide on-site food and beverage

facilities, and 24/7 access to a gym, concierge, and business center. As such, both hotels provide similar facilities.

C. Comparable Class and Image

32. The Trump SoHo and the Maritime are of similar class and image. Both hotels offer services typically found in higher-end hotels. Examples include deluxe beddings and linens, 24/7 room service, and concierge services.
33. Both hotels receive high online ratings. For example, TripAdvisor, hotels.com, and expedia.com all give the Maritime 4.5 out of 5 stars. The hotel has a 4.3 out of 5 star rating on google.com. Kayak.com rates Maritime an 8.8 out of 10 for an overall rating of "Excellent." U.S. News & World Report gives the Maritime 4.0 out of 5 stars.

D. Comparable Pricing

34. Hotels typically offer a variety of room rates and these rates differ based on facilities, class and image, seasonal factors, and business strategies. For example, the Penthouse rooms at the Maritime Hotel currently range from \$725 to \$1,500, depending on the timing of the reservations. The Trump SoHo's advertised room rates currently range from \$300 to \$1,000 (not including 2 bedroom suites).

E. Conclusion

35. Based on my many years of experience in the hospitality industry, and my review of the aforementioned data regarding the competitive attributes of each hotel, especially their locations and the Maritime Hotel's penthouse rooms, I am on the opinion that the Maritime Hotel's penthouse rooms, compete with the Trump SoHo.

VIII. The Trump SoHo and the Beekman Hotel Compete with Each Other

A. Locational Proximity

36. Both hotels are located in Lower Manhattan approximately 1.5 miles and a 12-minute cab ride (with traffic)) from each other. Locationally, these hotels are similarly accessible for the market area's demand generators.

B. Comparable Facilities, Services and Amenities

37. Both the Beekman Hotel and the Trump SoHo are full-service, higher-end hotel facilities. Both hotels provide luxuriously appointed guest rooms and suites and ample meeting space (the Trump SoHo's largest ballroom can accommodate up to 400 guests; the event space at the Beekman can accommodate numerous types of functions with the largest room accommodating up to 225 people); both provide a minimum of three meals/day at on-site food and beverage facilities; both provide 24/7 room service and turn down services to hotel guests; and both include a fitness center. As such, the two hotels provide comparable facilities, services and amenities.

C. Comparable Class and Image

38. The Beekman Hotel and the Trump SoHo are of similar class and image. Both hotels offer services typically found in higher-end hotels. Examples of this include deluxe beddings and linens in all guest rooms and suites, business center services, valet, and 24/7 concierge.
39. The Beekman Hotel is a AAA Four Diamond Hotel, and the Trump SoHo is a AAA Five Diamond Hotel, placing both hotels at the high end of quality and services. The Beekman Hotel is ranked the 11th best hotel in New York City by TripAdvisor, with a five-star classification. It has also been awarded TripAdvisor's Certificate of Excellence and boasts a perfect 5.0 rating. As examples of Beekman Hotel ratings: Forbes Magazine named the Beekman Hotel "New York's Grandest New Luxury Hotel"; Travel & Leisure listed it as one of the "Best New Hotels in the World"; and Frommers called it the "Best New Hotel" and gave it a perfect three-star rating. Conde Nast Traveler said of it, "For all the talk about New York's latest ground-shifting architecture, it might just be the Beekman that feels the most revelatory." The Beekman Hotel, and its culinary offerings, were also recognized by Food & Wine Magazine with a 2017 Food & Wine Hotel Award. These facts attest to the Beekman Hotel's strong upscale quality and image, placing it in a similar class and image to the Trump SoHo.

D. Comparable Pricing

40. Hotels typically offer a variety of room rates, and these rates differ based on facilities, class and image, seasonal factors, and business strategies. For example, the rooms and suites at the Beekman Hotel currently range from \$300 to \$1,200 depending on the timing of the reservations. The Trump SoHo's advertised room rates are currently \$300 to \$1,000 (not including 2 bedroom suites).

E. Conclusion

41. Based on my many years of experience in the hospitality industry, and my specific review of the aforementioned data regarding the competitive attributes of each hotel, I am of the opinion that the Beekman Hotel competes with the Trump SoHo.

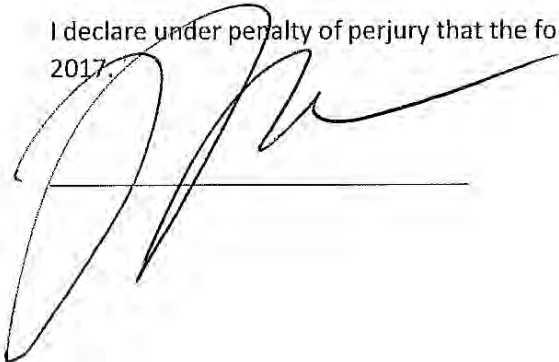
IX. Trump SoHo, Trump International New York, Bowery, Maritime, and Beekman Compete For Government Business

42. The primary source of revenue for a hotel generally comes from the rental of rooms and suites to visitors. According to the Uniform System of Accounts for the Lodging Industry (USALI), Rooms Revenue is divided into four parts: Transient Rooms Revenue, Group Rooms Revenue, Contract Rooms Revenue, and Other Rooms Revenue. Lodging demand within each of these four segments stems from a variety of visitors including business travelers, leisure travelers, associations, conventioners, airline crews, etc.
43. Lodging demand is also generated from the government sector. A portion of this government demand is for high-end hotels. Government travelers who stay at high-end hotels include certain foreign government officials such as diplomats and heads of state, as well as high-level state and local government officials including elected officials and political appointees. For purposes of this report, I will refer to these government travelers as "higher-rated government demand."

44. These government travelers visit New York City on official business for many reasons, including the presence of the United Nations Headquarters, numerous consulates, and numerous other government office buildings, as well as the city's status as a top financial center. These reasons for visiting New York City have become more prominent with the globalization of trade, business, and finance. Following are some more specific reasons for higher-rated government demand visitors to travel to New York City and stay at high-end hotels.
45. The headquarters of the United Nations is located in Manhattan between First Avenue on the west, East 42nd Street to the south, East 48th Street on the north, and the East River to the east. Every month there are numerous meetings and events held at the UN. There are currently 193 Member States in the United Nations. Each member state is a member of the United Nations General Assembly. Meetings and conferences at the UN, including the General Assembly event in September, bring in thousands of government travelers--including diplomats and other foreign government travelers, federal government employees from around the country, and other government travelers (e.g., security personnel, aides, etc.). These travelers typically seek high-end lodging facilities and pay with government funds.
46. The New York City Mayor's Office for International Affairs generates higher-rated government demand in the City. According to the Office's website, the Office "works to foster positive relations and encourage collaboration between the international community and New York City's agencies and local neighborhoods. The Office is focused on sharing New York City's policies and best practices globally, as well as responding to requests from foreign governments, the United Nations, and the U.S. Department of State. International Affairs also advises City agencies on diplomatic and consular matters, and provides guidance to the diplomatic and consular community on City-related issues." These are functions that generate higher-rated government demand for high-end hotels in New York City.
47. Business development and collaboration between private entities and domestic and foreign governments contributes to higher-rated government demand in New York City. For example, foreign governments seek U.S. investments in their countries and visit banks and other investment firms in New York City for that purpose.
48. There are approximately 125 foreign representations in New York City including 105 consulates, 12 general consulates, and 8 representative offices. There are approximately 66 government buildings, both foreign and domestic, within a two-mile radius of the Bowery, including 30 consulates, 10 federal government buildings, 10 state government buildings, 14 municipal buildings, and the United Nations Headquarters. There are approximately 101 government buildings, both foreign and domestic, within a two-mile radius of the Maritime Hotel, including 77 consulates, 7 federal government buildings, 4 state government buildings, 13 municipal buildings, and the United Nations Headquarters. These government buildings host a variety of events and meetings attended by high-level government officials from both foreign and domestic governments, and generate substantial higher-rated government demand for high-end hotels in New York City.

49. Conferences and events held in New York City attract high-level government visitors, both domestic and foreign. For example, Climate Change Week in New York City has hosted hundreds of events that bring in many government visitors. Given New York City's status as a global financial center, numerous events draw both domestic and foreign government representatives, including high-ranking officials, to conferences and seminars. Pinnacle Advisory Group prepares a group booking pace report for a select set of seven upscale/luxury hotels in New York City. Included in group demand reported by the contributing properties (to both Pinnacle and STR Global) is Diplomatic/Government group business. In a typical year the seven contributing properties accommodate approximately 600,000 total group room nights, some of which are government-related.
50. These examples support the conclusion that there is a substantial amount of higher-rated government demand that stays at higher-end hotels throughout Manhattan. These government travelers choose their hotels based on a variety of factors such as price, location, class, and availability, and prefer higher-end hotels. Eric Goode states in his declaration (at paragraph 3) that "clientele of my establishments frequently include diplomats, other officials of foreign states, and officials of the United States and various states." Goode's declaration further states (at paragraph 47) that "[m]y hotels and restaurants are regularly frequented by foreign and domestic government officials." Based on my knowledge and experience, coupled with the facts outlined in this Declaration, I am of the opinion that government travelers—including diplomats and other foreign government officials, and local, state and federal government employees—rent rooms and suites at the Trump SoHo, the Trump International New York, the Bowery, the Maritime, and the Beekman.

I declare under penalty of perjury that the foregoing is true and correct. Executed this 3rd day of August, 2017.

A handwritten signature in black ink, appearing to be "Eric Goode", written over a horizontal line.

**IN THE UNITED STATES DISTRICT COURT FOR THE
SOUTHERN DISTRICT OF NEW YORK**

CITIZENS FOR RESPONSIBILITY AND
ETHICS IN WASHINGTON,
RESTAURANT OPPORTUNITIES
CENTERS (ROC) UNITED, INC., JILL
PHANEUF, and ERIC GOODE,

Plaintiffs,

v.

DONALD J. TRUMP, in his official capacity
as President of the United States of America,

Defendant.

Civil Action No. 1:17-cv-00458-RA

**DECLARATION OF SARU
JAYARAMAN**

DECLARATION OF SARU JAYARAMAN

I, Saru Jayaraman, submit this declaration to describe restaurants in Washington, D.C. and New York City that employ ROC members, and that are similar to restaurants that Defendant owns or that are otherwise located in Trump-branded properties. The statements in this declaration are based on my personal knowledge.

1. I am the Co-Founder and Co-Director of Restaurant Opportunities Centers United (ROC United) and Director of the Food Labor Research Center at the University of California, Berkeley. I have degrees from Yale Law School, Harvard's Kennedy School of Government, and UCLA. I am also the author of the books *Behind the Kitchen Door* and *Forked: A New Standard for American Dining*. I received a 2015 Leadership Award from the James Beard Foundation, was recognized as a "Champion of Change" by the White House in 2014, and am listed as one of CNN's "Top 10 Visionary Women."

ROC United

2. ROC United is a non-profit organization with nearly 25,000 restaurant-employee members and over 200 restaurant members in cities across the United States, including in Washington, D.C., New York City, and Chicago, as well as numerous consumer members.

3. The restaurant-employee members of ROC United occupy low-wage positions at restaurants and hotels. Many of them are bussers, dishwashers, cooks, waiters, bartenders and hosts, and many of them are compensated in part from tips. Any loss of income to restaurant-employee members of ROC United that stem from fewer customers patronizing their employers would be highly detrimental to these employees.

4. ROC United engages workers, employers, and consumers to improve wages and working conditions in the restaurant industry, including by providing job training, placement, leadership development, civic engagement, legal support, and policy advocacy.

5. RAISE is a project of ROC United that seeks to work with restaurant owners to implement sustainable business models that champion living wages, basic benefits, fair promotion policies, environmental sustainability, safe and healthy workplaces, and other “high road” employer practices.

6. As discussed below, many of ROC United’s members, including in Washington, D.C. and New York City, own restaurants or are employed by restaurants that are similar in terms of location, price, quality, and reputation to Defendant’s restaurants or to restaurants that are located in Trump-branded hotels and other properties. ROC United brings this lawsuit on behalf of itself and its members because ROC and its members are concerned that increased competition from Defendant’s restaurants and hotels, as a result of Defendant’s violations of the Constitution’s Emoluments Clauses, likely has deprived and will deprive ROC’s restaurant and worker members of sales and income—including from foreign and domestic governments.

7. ROC United’s mission is advanced by protecting its worker members from loss of wages or tips due to government officials patronizing Defendant’s establishments rather than restaurants where ROC United members work. ROC United’s mission is advanced by protecting

restaurant members—who are committed to fair business practices—from losing business due to government officials patronizing Defendant’s establishments rather than ROC United’s restaurant members.

8. ROC United’s members play an active role in its governance and in determining and implementing ROC United’s mission and initiatives. Each category of ROC United’s three membership categories (workers, restaurants, and consumers) has its own leadership committee. Worker members are organized in ten local offices and as online members, which send representatives to ROC United’s National Leadership Network. Restaurant members may serve on the RAISE steering committee. Consumer members may serve on the Diners United board of directors. Each of these leadership committees holds regular meetings and conducts monthly calls with ROC United’s leadership.

9. In addition, the majority of ROC United’s board of directors consists of its members, who are elected through the three leadership committees. ROC United’s Board of Directors is responsible for determining and implementing its mission, monitoring its programs, strategic planning, fundraising, budgeting, and policy development and oversight.

10. ROC United members are also active in the organization in other ways. RAISE members participate in an in-depth orientation prior to joining ROC United. RAISE also holds regular quarterly membership meetings and an annual conference. When joining, about 16,000 of ROC United’s worker-members participated in an in-person orientation, and the remaining 9,000 signed up online. Each of the ten local ROC United offices conducts monthly membership meetings for worker members, and ROC United holds a national conference annually. In addition, ROC United publishes a monthly newsletter that is distributed to all of its restaurant and worker members and informs them about ROC United’s initiatives. ROC United also sends email blasts to its full membership on a weekly basis.

Washington, DC

11. ROC United has more than 1,100 worker members in Washington D.C. Those members occupy low-wage positions at restaurants and hotels. Many of them are bussers,

dishwashers, cooks, waiters, bartenders and hosts, and any loss of income to them would be highly detrimental.

12. Worker members of ROC United are employed at more than 100 restaurants in Washington, D.C. Those restaurants include several famous high-end restaurants such as: Oyamel Cocina Mexicana, Jaleo DC, Zaytinya, Minibar, The Source by Wolfgang Puck, Sonoma Restaurant and Wine Bar, Art and Soul, and BLT Steak.

13. Restaurants Jaleo DC, Zaytinya, Oyamel Cocina Mexicana, and Minibar are all owned by Chef José Andrés, who Defendant's daughter, Ivanka Trump, has called "a genius." Likely the most acclaimed restaurateur based in Washington, D.C., Chef Andrés is the recipient of numerous awards, including Chef of the Year by *Bon Appetit*, Outstanding Chef and Best Chef of the Mid-Atlantic Region by the James Beard Foundation, and Washington Chef of the Year by the *Washington Post*. He has also been awarded the National Humanities Medal and an honorary doctorate by George Washington University and has been named one of Times Magazine's "100 Most Influential People in the World." Chef Andrés apprenticed at elBulli, long considered the world's best restaurant, under legendary chef Ferran Adrià. Among other things, Chef Andrés is credited with popularizing tapas and small-plate dining in the United States. Chef Andrés agreed to open a restaurant in the Trump International Hotel Washington, D.C. before pulling out reportedly due to Defendant's comments and positions on immigrants.

14. Chef Andrés's flagship restaurant, Jaleo DC ("Jaleo"), serves Spanish tapas. *The Washingtonian* ranked Jaleo among the top 100 restaurants in the Washington, D.C. area, *Eater* included Jaleo in its 38 Best D.C. restaurants list, and Zagat included it among 22 most popular restaurants in Washington, DC. Jaleo receive 3 stars (out of 4) from the Washington Post, which called it "the best tapas restaurant this side of the Atlantic." It is open daily for lunch and dinner, and is priced at "\$\$\$" (\$31-60) on Yelp. Jaleo is located only three blocks from Trump International Hotel, Washington, D.C. at 480 7th Street, Northwest. Jaleo is also located within ten blocks of dozens of government buildings, including the White House and the Capitol.

15. Chef Andrés's restaurant Zaytinya serves Mediterranean-style small plates. *The Washingtonian* ranked Zaytinya among the top 100 restaurants in the Washington, D.C. area, *Eater* included Zaytinya in its 38 Best D.C. restaurants list, and Zagat listed it among the 15 best restaurants in Washington, D.C. It is open daily for lunch and dinner, and is priced at “\$\$\$” (\$31-60) on Yelp. Zaytinya is located only five blocks from Trump International Hotel, Washington, D.C. at 701 9th Street, Northwest. Zaytinya is also located within ten blocks of dozens of government buildings, including the White House and the Capitol.

16. Chef Andrés's restaurant Oyamel Cocina Mexicana specializes in Mexican-style small plates. It has been ranked as one of America's 5 Best Mexican Restaurants by *Daily Meal*, as one the Top 10 Mexican Restaurants in the U.S. by *Fox News*, as one of the Best Mexican Restaurants in the U.S. by *Travel & Leisure*, and as one of the 10 Best Mexican Restaurants in the World by the influential Mexican newspaper *Reforma*. The Food Network has listed Oyamel as one of the Top 10 Power Dining Spots in Washington, D.C. Oyamel is open daily for lunch and dinner, and is priced at “\$\$” (\$11-30) on Yelp. Oyamel is located only three blocks from Trump International Hotel, Washington, D.C. at 401 7th Street, Northwest. Oyamel is also located within ten blocks of dozens of government buildings, including the White House and the Capitol.

17. Chef Andrés's restaurant Minibar serves avant-garde tasting menus. Minibar was awarded two Michelin stars, is ranked the second best restaurant in Washington, D.C. by *Washingtonian*, and is listed among the 15 best restaurants in Washington, D.C. by Zagat, and is rated a perfect four stars by the Washington Post. Meals are \$275 with \$115 and \$195 beverage pairing options. Minibar is located only three blocks from Trump International Hotel, Washington, D.C. at 855 E Street, Northwest. It is open Tuesday through Saturday for dinner. Minibar's bar, Barmini, serves food a la carte, as well as drinks on evenings Tuesday through Saturday. Minibar is located within ten blocks of dozens of government buildings, including the White House and the Capitol.

18. The Source by Wolfgang Puck (“The Source”) has earned numerous accolades, including by *The Washingtonian*, which ranked The Source among the top 100 restaurants in the Washington, D.C. area. The Source’s owner, Wolfgang Puck, is among the most celebrated chefs in the world, and has received a lifetime achievement award by the James Beard Foundation, which also twice awarded him Outstanding Chef (a recognition bestowed annually on only one chef across the country). The Source is fewer than 4 blocks from the Trump International Hotel, Washington, D.C. in the Newseum, located at 575 Pennsylvania Ave NW. It features innovative Asian cuisine (with entrées priced between \$26 and \$48 and a \$135 tasting menu) and is open for dinner Tuesday through Saturday and for brunch on Saturdays. The Source is housed in a three-level restaurant space with floor-to-ceiling windows and a 2,000-bottle wine collection. The Source is located within ten blocks of dozens of government buildings, including the Capitol.

19. Sonoma Restaurant and Wine Bar (“Sonoma”) is located at 223 Pennsylvania Avenue, Southeast on Capitol Hill—less than two blocks from the U.S. Capitol—and is surrounded by numerous government buildings, including congressional offices. Sonoma has long catered to government officials. *The Hill* included Sonoma in its list of “15 places in DC where lobbyists talk turkey” and noted that it has “emerged as another destination for lawmakers to court donors.” Sonoma has hosted at least 450 events for Congressman of both parties over the last decade, based on data collected by the Center for Responsive Politics. Indeed, Sunlight Foundation ranked it sixth for such events among all Washington, D.C. venues in September 2013 (the most recently published ranking). Sonoma focuses on fresh, naturally-raised, and local ingredients paired with the best American and international wines. It is open daily for dinner and on weekdays for lunch, and offers dinner entrées between \$20 and \$38 (including Ribeye steak and salmon).

20. The restaurant Art and Soul, located on Capitol Hill, is only a dozen blocks (and less than a mile) from Trump International Hotel Washington, D.C. Art and Soul is the signature restaurant in the four-star Liaison Capitol Hill DC hotel. It is owned by two-time James Beard

Award-winning Chef Art Smith, who was formerly the personal chef to Oprah Winfrey. Art & Soul specializes in seasonal, Southern-influenced cuisine, with entrées between \$25 and \$43 (for a ribeye steak). The restaurant is open for dinner daily, for lunch on weekdays, and for brunch on weekends.

21. BLT Steak is a steakhouse operated by ESquared Hospitality Group, which also operates BLT Prime, a restaurant located in the Trump International Hotel. As ESquared's president told the *Washington Post*, "If you're wondering about the distinction between BLT Steak and BLT Prime, there really isn't much of one." BLT Steak is located eleven blocks from BLT Prime. BLT Steak and BLT Prime serve many identical dishes at identical prices; for instance, both restaurants serve a 16 oz New York Strip steak (both for \$55), filet mignon (both for \$53), and Scottish salmon (both for \$35). BLT Steak is open weekdays for lunch and for dinner every day except Sunday. BLT Prime is open daily for breakfast, brunch/lunch, and dinner. BLT Steak is located within ten blocks of dozens of government buildings, including two block of the White House.

New York City

22. ROC United has more than 6,000 worker members in New York City at hundreds of restaurants. Those worker members occupy low-wage positions at restaurants and hotels. Many of them are bussers, dishwashers, cooks, waiters, bartenders and hosts, and any loss of income to them would be highly detrimental.

23. Worker members of ROC United are employed at hundreds of restaurants in New York City. Those restaurants include award-winning restaurants such as Breslin, the Spotted Pig and Amali. In addition, restaurant members of ROC include several famous, high-end restaurants such as The Modern, Gramercy Tavern, Union Square Café, RiverPark, Craft, Fowler & Wells and Amali.

24. The Spotted Pig, located in the West Village, has been a James Beard Award nominee for Outstanding Restaurant for each of the past three years. The Spotted Pig's owner was awarded Outstanding Restaurateur for his restaurants, Spotted Big and The Breslin, and its

head chef was named Best Chef: New York City. The Spotted Pig is located fewer than 3 miles from the Trump International Hotel New York and its restaurants. The Spotted Pig is open for lunch and dinner daily and for brunch on weekends. It focuses on seasonal British and Italian food, cooked using local ingredients, with entrées priced between \$26 and \$36.

25. The Michelin-starred Breslin is located in the ACE Hotel New York, at 16 West 29th Street, in the Flatiron neighborhood. Breslin is listed as one of 38 Essential New York Restaurants by *Eater*, which called it “one of New York City’s most accomplished meat restaurants” that is “firing on all cylinders.” It is nearby to numerous consulates and government buildings in Midtown East, and under 2 miles from the Trump International Hotel New York and the Trump SoHo New York. Breakfast, lunch, and dinner are served daily with dinner entrées priced between \$27 and \$39 (with additional entrées based on the market price). The ACE Hotel New York is a luxury four-star hotel. It is—along with Trump International Hotel New York—one of only six New York hotels with Michelin-starred restaurants.

26. The Modern is a two-Michelin-star restaurant located only 10 blocks from the Trump International Hotel New York and its restaurants Jean-Georges and Nougatine. Housed in New York’s Museum of Modern Art, it is part of James Beard award-winning chef Danny Meyer’s Union Square Hospitality Group. The Modern has earned three stars from the *New York Times*, *Wine Spectator*’s Grand Award, and four James Beard Awards, including for Best New York Restaurant, Outstanding Wine Service, and Outstanding Restaurant Design. The Modern focusses on contemporary cooking with seasonal ingredients and is open for lunch and dinner daily except Sundays. For dinner, the Modern offers a four-course set menu for \$158.00 and an eight-course set menu for \$208.00. The Modern is available for private events, with 64-guest and 24-guest private rooms; the full restaurant can also be rented for 120-guest seated meals and 250-guest receptions. The Modern’s address is 9 West 53rd Street—near numerous consulates and other government buildings in Midtown East.

27. Gramercy Tavern, also owned by Danny Meyer’s Union Square Hospitality Group, is a Michelin-starred restaurant that offers seasonal fine dining. It has earned three stars

from the *New York Times*, which called it a “classic” and “one of the nicest restaurants in New York City” and named it a “Critic’s Pick.” Gramercy Tavern is open daily for lunch and dinner. For dinner, Gramercy Tavern offers a \$129 three-course meal and a \$179 tasting menu. Gramercy Tavern is located at 42 East 20th Street in the Flatiron District and is less than three miles from the Trump International Hotel New York and its restaurants and near numerous consulates and other government buildings in Midtown East.

28. The award-winning Union Square Café is known for being one of the progenitors of contemporary American cuisine. Owned by Danny Meyer’s Union Square Hospitality Group, Union Square Café has earned five James Beard Awards (including Outstanding Restaurant) and a three-star rating by the *New York Times*, which named it a “Critic’s Pick.” Union Square Café is open daily for dinner and lunch/brunch. Dinner entrées are priced between \$48 and \$28. Union Square Café is located at 101 East 19th Street, in the Flatiron District—less than three miles from the Trump International Hotel New York and its restaurants and near numerous consulates and other government buildings in Midtown East.

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge and belief.

Executed this 23rd day of August, 2017.



SARU JAYARAMAN

CERTIFICATE OF SERVICE

I hereby certify that on April 24, 2018, I electronically filed the foregoing joint appendix with the Clerk of the Court for the U.S. Court of Appeals for the Second Circuit by using the CM/ECF system. All participants are registered CM/ECF users, and will be served by the appellate CM/ECF system.

/s/ Deepak Gupta
Deepak Gupta

No. 18-474

In the United States Court of Appeals for the Second Circuit

CITIZENS FOR RESPONSIBILITY AND ETHICS IN WASHINGTON, RESTAURANT
OPPORTUNITIES CENTERS UNITED, INC., JILL PHANEUF, AND ERIC GOODE,
Plaintiffs-Appellants,

v.

DONALD J. TRUMP,
in his official capacity as President of the United States of America,
Defendant-Appellee.

On Appeal from the United States District Court
for the Southern District of New York
Case No. 17-cv-458 (The Honorable George B. Daniels)

JOINT APPENDIX VOLUME II

NORMAN L. EISEN*
STUART C. MCPHAIL*
ADAM J. RAPPAPORT*
Citizens for Responsibility and Ethics
in Washington
455 Massachusetts Avenue, N.W.
Washington, DC 20001
(202) 408-5565

DEEPAK GUPTA
JONATHAN E. TAYLOR
JOSHUA MATZ
DANIEL TOWNSEND*
Gupta Wessler PLLC
1900 L Street, N.W., Suite 312
Washington, DC 20036
(202) 888-1741
deepak@guptawessler.com

Counsel for Plaintiffs-Appellants

April 24, 2018

(Additional counsel listed on the next page)

LAURENCE H. TRIBE*
Carl M. Loeb University Professor
and Professor of Constitutional Law
Harvard Law School
1575 Massachusetts Avenue
Cambridge, MA 02138
(617) 495-1767

JOSEPH M. SELLERS
DANIEL A. SMALL
Cohen Milstein Sellers & Toll PLLC
1100 New York Avenue, N.W.
Washington, DC 20005
(202) 408-4600

**Second Circuit admission pending*

TABLE OF CONTENTS

VOLUME I

U.S. District Court for the Southern District of New York docket sheet, <i>CREW et al. v. Trump</i> , No. 1:17-cv-458-GBD	JA 1
Second amended complaint (Dkt. 28)	JA 18
Declaration of Deepak Gupta (Dkt. 48)	JA 86
John Mikhail, <i>The Definition of “Emolument” in English Language and Legal Dictionaries, 1523–1806</i> (Dkt. 48-1)	JA 87
Appendix A: “Emolument” in English Language Dictionaries, 1604–1806 (Dkts. 48-2–48-11)	JA 124
Declaration of Thomas Colicchio (Dkt. 49)	JA 256
Declaration of James Mallios (Dkt. 51)	JA 263
Declaration of Jill Phaneuf (Dkt. 53)	JA 269
Expert declaration of Rachel J. Roginsky (Dkt. 58)	JA 275
Declaration of Saru Jayaraman (Dkt. 77-1)	JA 285

VOLUME II

Declaration of Eric Goode (Dkt. 77-2)	JA 294
Expert declaration of Christopher C. Muller (Dkt. 77-3)	JA 304
District court decision and order (Dkt. 103)	JA 324
Judgment (Dkt. 104)	JA 353
Notice of appeal (Dkt. 105)	JA 354

IN THE UNITED STATES DISTRICT COURT FOR THE
SOUTHERN DISTRICT OF NEW YORK

CITIZENS FOR RESPONSIBILITY AND
ETHICS IN WASHINGTON, RESTAURANT
OPPORTUNITIES CENTERS (ROC)
UNITED, INC. JILL PHANEUF, and ERIC
GOODE

Plaintiffs,

v.

DONALD J. TRUMP, in his official capacity
as President of the United States of America,

Defendant.

Civil Action No. 1:17-cv-00458-RA
DECLARATION OF ERIC GOODE

DECLARATION OF ERIC GOODE

I, Eric Goode, submit this declaration to describe my hotels and restaurants in New York City that I believe compete with Defendant's hotels and restaurants and to describe some of the business they have done with government officials. The statements in this declaration are based on my personal knowledge.

1. I am the owner of several hotels and restaurants in New York City, including the Bowery Hotel, located in the Lower East Side, and the Maritime Hotel, located in the Meatpacking District. The restaurants I own include Gemma, The Waverly Inn, and The Park.

2. Some of my hotels and restaurants compete with some of Defendant's hotels and restaurants because they have similar prices, quality and reputations that make both attractive to a common set of customers, and they are just a short cab ride away from one another.

3. Clientele of my establishments frequently include diplomats, other officials of foreign states, and officials of the United States and various states.

The Bowery

4. The Bowery is located in the Lower East Side at 335 Bowery. The Bowery is located two blocks east of the Bleecker Street/Broadway-Lafayette Street subway station. The hotel is a ten-to-fifteen-minute taxi or Uber ride (with traffic) to the Trump SoHo Hotel and a twenty-minute taxi or Uber ride (with traffic) to the Trump International Hotel and Tower New York. I believe the Bowery competes directly with the Trump SoHo and the Trump International, including for government business.

5. There are approximately 65 government buildings, both foreign and domestic, within a two-mile radius of the Bowery, including thirty consulates, ten federal government buildings, ten state government buildings, fourteen municipal buildings, and the United Nations Headquarters. These government buildings host a variety of events and meetings attended by government officials from both foreign and domestic governments.

6. The Bowery is a seventeen story hotel with 135 vintage-style guest rooms that feature industrial-style floor to ceiling windows, marble baths and wood floors with Asian rugs, and 400 thread-count Egyptian cotton linens. Suites and one bedroom rooms add a sitting area, and the one bedrooms feature an additional small terrace. Room prices range from \$395 to \$850 per night. The 2017 average daily room rate as of July 11, 2017 was \$466.84. The 2016 average daily room rate was \$498.17. New York Magazine places the Bowery in the “expensive” to “very expensive” price range.

7. Amenities and services include 24/7 in-room dining and room service, 24/7 concierge, a fitness center, in-room spa services, a business center, a complimentary film lounge, high definition flat screen TVs with DVD players, same day dry cleaning and laundry services, in-house pressing service, shoe shine service, complimentary New York Times or New York Post newspaper, babysitting services, and valet services.

8. Additionally, the Bowery has a 10,000 square foot event space that can accommodate up to 600 guests. The space is complete with a private entrance, expansive

outdoor terrace, and an oversized green tiled fireplace. The space also features exposed brick walls and iron chandeliers.

9. The hotel features a trendy lobby bar with low lighting, plush arm chairs, bar stools, Asian rugs, dark wood detailing, and a mirrored ceiling.

10. The Bowery has received several accolades and has been referred to as an “essential New York hotel” by Curbed New York, an online magazine providing information about homes, neighborhoods, and cities. The Bowery has a AAA Four Diamond Rating and was named one of the “Best Hotels in New York City 2016” by Conde Nast Traveler. TripAdvisor lists The Bowery as one of only 42 five star hotels in New York City. Oyster.com, a website described as a “Hotel Tell-All” that publishes reviews and findings from professional investigators who have visited and reviewed 38,000 hotels across the world, included the Bowery on several award lists, including “Best Boutique Hotels in NY,” “Best Boutique Hotels in NYC,” and “Best Hotel Rooms in New York.”

11. Online ratings demonstrate the Bowery’s success in the New York City hotel market. The Bowery has a 4 out of 5 star rating on google.com, and 4.5 out of 5 stars on TripAdvisor. The Bowery was number 33 in Condé Nast Traveler’s 2016 Reader Choice Awards for Top Hotels in New York City.

12. Bank of America Discount Pricing via Priceline rates the Bowery as a 5 star hotel with a nine out of 10 rating. U.S. News & World Report gives the Bowery a four out of five star rating and ranks it number 36 on its Best New York City Hotels list.

The Maritime Hotel

13. The Maritime Hotel is located in the Meatpacking District at 363 W 16th Street. The Maritime is less than a quarter mile from the 14th Street subway station. The hotel is a fifteen minute taxi or Uber ride (with traffic) to the Trump SoHo.

14. There are approximately 101 government buildings, both foreign and domestic, within a two-mile radius of the Maritime, including 77 consulates, seven federal government buildings, four state government buildings, thirteen municipal buildings, and the United Nations

Headquarters. These government buildings host a variety of events and meetings attended by government officials from both foreign and domestic governments.

15. The Maritime is a 17-story hotel with 126 guest rooms and suites. The Maritime features several penthouses ranging in size from 550 to 2500 square feet. The penthouse room prices at The Maritime range from \$725 to \$1,500 per night. Nymag.com places the Maritime in the “expensive” to “very expensive” price range.

16. The lobby of the hotel is an open space with a modern library feel that features large industrial-style windows, large hanging light fixtures, shelves of books, cozy reading nooks, succulent and tropical plants, and oversized artwork.

17. “Junior Penthouse Rooms” are 550 square feet and feature a king bed, large rain showers, complimentary wifi, wet bars, Nespresso coffee makers, and an artisanal minibar.

18. “Terrace Penthouses” are 1000 square feet and feature king beds and 250 square foot terraces with rain showers, large soaking tubs with rain showers, complimentary wifi, wet bars, Bose sound systems, Nespresso coffee makers, and an artisanal minibar.

19. The “Rooftop Penthouse” is 2500 square feet and features a king bed and a 1500 square foot rooftop terrace with outdoor seating and loungers and offers sweeping views of the City, two fireplaces, a large soaking tub with rain shower, complimentary wifi, a wet bar, a Bose sound system, a Nespresso coffee maker, and an artisanal minibar.

20. Amenities and services offered by the Maritime Hotel include 24/7 in-room dining and room service, concierge, a fitness center, a business center, complimentary newspaper, complimentary bicycles, and babysitting services.

21. Online ratings demonstrate the Maritime’s success in the New York hotel market. TripAdvisor, hotels.com, and expedia.com all give the Maritime 4.5 out of 5 stars. The hotel has a 4.3 out of 5 star rating on google.com. Kayak.com rates Maritime an 8.8 out of 10 for an overall rating of “Excellent.”

22. Bank of America Discount Pricing via Priceline rates the Maritime as an 8.7/10 with an overall rating of “Great.” U.S. News & World Report gives the Maritime a four out of five star rating.

23. I believe that the penthouse rooms in the Maritime Hotel compete for business, including government business, with the Trump SoHo.

Gemma Restaurant

24. Gemma is located inside the Bowery Hotel and is a 10-15minute taxi or Uber ride (in traffic) from Trump SoHo’s event spaces. I believe Gemma’s event space competes directly for corporate, government, and transient banquet business with the event spaces at the Trump SoHo.

25. There are approximately 65 government buildings, both foreign and domestic, within a two-mile radius of Gemma, including thirty consulates, ten federal government buildings, ten state government buildings, fourteen municipal buildings, and the United Nations Headquarters. These government buildings host a variety of events and meetings attended by government officials from both foreign and domestic governments.

Gemma is a 10,000 square foot restaurant featuring Italian/American cuisine. The menu is inspired by Head Chef Chris D’Amico’s travels through France and Italy. D’Amico has been with the restaurant since 2007 and has earned Gemma a one star rating from the New York Times critic. The restaurant is designed as an Italian brasserie, and features an open kitchen, high ceilings with large round chandeliers, and wooden tables, giving it a rustic yet modern feel.

26. Gemma serves breakfast and dinner seven days a week and lunch Monday through Friday. Gemma serves brunch on Saturdays and Sundays.

27. Breakfast entrees range from \$7-\$15; brunch entrees from \$7-\$26; lunch entrees from \$7-\$27; dinner entrees from \$15-\$36; and cocktails and other alcoholic beverages from \$11-\$90 per glass/bottle.

28. Online ratings demonstrate Gemma's success in the New York restaurant market. Foursquare rates Gemma an 8.8 out of 10, Google.com rates Gemma 4.1 out of 5 stars, and TripAdvisor rates Gemma 4 out of 5 stars. Vogue magazine calls Gemma an "Italian jewel."

29. Gemma offers event space on the second floor with a private entrance, outdoor terrace and an iconic green-tiled fireplace. The space covers 10,000 square feet and can accommodate up to 600 guests.

Waverly Inn

30. The Waverly Inn restaurant is located in the West Village at 16 Bank Street. The Waverly Inn is a 10-15 minute taxi or Uber ride from Trump SoHo's restaurants and event spaces. I believe The Waverly Inn's event space competes directly for corporate, government, and transient banquet business with Trump SoHo's event spaces.

31. There are approximately 88 government buildings, both foreign and domestic, within a two-mile radius of The Waverly Inn, including 63 consulates, seven federal government buildings, seven state government buildings, ten municipal buildings, and the United Nations Headquarters. These government buildings host a variety of events and meetings attended by government officials from both foreign and domestic governments.

32. The Waverly Inn is a 5,000 square foot restaurant featuring American cuisine alongside contemporary seasonal dishes using organic and local ingredients, headed by Chef Oscar Lorenzzi. The restaurant is located on the ground floors of two adjoining townhouses and offers an eclectic collection of garden seating and dining spaces with red booths, fireplaces, large round chandeliers that produce low amber lighting, oversized art, and dramatic floral arrangements. These dining areas are available to be booked by small and large groups.

33. The restaurant serves dinner seven days a week and brunch on Saturday and Sunday.

34. Dinner entrees range from \$21-\$54 and brunch entrees from \$15-\$60.

35. Online ratings demonstrate The Waverly Inn's success in the New York restaurant market. Open Table rates The Waverly Inn 4.6 out of 5 stars, Zagat rates the Waverly Inn at 4.2 out of 5 stars, and TripAdvisor rates The Waverly Inn at 4 out of 5 stars.

36. On at least 55 occasions, concierges at various Trump hotels have booked reservations for Trump hotel guests at the Waverly Inn.

The Park Restaurant

37. The Park is located in Chelsea at 118 Tenth Avenue. The restaurant serves brunch, lunch, and dinner seven days a week and is also open for late night cocktails seven days a week. The Park is a 10-15 minute taxi or Uber ride from Trump SoHo's restaurants and event spaces.

38. There are approximately 86 government buildings, both foreign and domestic, within a two-mile radius of The Park, including 69 consulates, six federal government buildings, two state government buildings, six municipal buildings, and the United Nations Headquarters. These government buildings host a variety of events and meetings attended by government officials from both foreign and domestic governments.

39. The Park is a 20,000 square foot restaurant featuring Italian/American cuisine. The restaurant is headed by Executive Chef Eduardo Gomez. The restaurant has several spaces that can be rented out by groups, each of which is detailed below.

40. The "Main Room" is the main dining room and it comfortably seats 150 people. The Main Room features a front bar and adjacent lounge area that is furnished with a 900 year old red wood root bench and a fireplace. The Main Room is weaved around a 30 foot cluster of bamboo, and a wall of glass doors opens the room to a spacious garden. I believe the Main Room competes directly for corporate, government, and transient banquet business with the Trump SoHo's event spaces.

41. The "Atrium" is a glass enclosed and sun soaked room featuring a glazed brick fireplace. The space holds up to 45 people for a standing cocktail reception and 33 people for a

seated dinner. I believe the Atrium competes directly for corporate, government, and transient banquet business with the Trump SoHo's event spaces.

42. The "Garden" space is over 4,000 square feet and is home to Japanese maple trees and vines of wisteria. The garden is covered and heated in the winter and is available for year round dining. The garden can accommodate 325 people for a standing cocktail reception and 150 people for a seated dinner. I believe the Garden competes directly for corporate, government, and transient banquet business with Trump SoHo's event spaces.

43. The "Red Room" space is an old world Asian speakeasy with wicker scooped-back chairs, red glass topped tables and banquettes covered in raw silk. The Red Room can accommodate up to 125 people for a standing cocktail reception and 55 people for a seated dinner. I believe the Red Room competes directly for corporate, government, and transient banquet business with Trump SoHo's event spaces.

44. The "Penthouse" space opens to a spacious rooftop patio that can be used year round. The patio features a direct view of the High Line, a 1.45 mile-long linear park on the former New York Central Railroad that features luscious landscaping, and views of the City. The Penthouse can be rented out for a cocktail reception or a seated dinner and can accommodate 200 people. I believe the Penthouse competes directly for corporate, government, and transient banquet business with Trump SoHo's event spaces.

45. Brunch entrees at the Park range from \$13-\$19; lunch entrees from \$11-\$21; and dinner entrees range \$14-27.

46. Online ratings demonstrate The Park's success in the New York restaurant market. OpenTable rates the restaurant at 4.2 out of 5 stars and Foursquare rates the Park an 8 out of 10.

Government Business

47. My hotels and restaurants are regularly frequented by foreign and domestic government officials. Available guest logs from the Bowery hotel include at least nine instances of government officials booking rooms at the Bowery. Available guest logs from the Waverly

Inn include at least six instances of government officials dining at the Waverly Inn. Additionally, on several occasions, my hotels and restaurants have received Form DTF-950 from diplomatic missions and personnel who are paying with government funds. Form DTF-950 is a certificate for tax exemption that diplomats and diplomatic personnel use while traveling in the United States.

48. Many state and local government officials have dined or stayed at my establishments, including:

- a. an employee of the New York State Attorney's Office dined at the Waverly Inn;
- b. an employee of the New York City Public Advocate's Office dined at the Waverly Inn;
- c. an employee of New York's Office of Administrative Trials and Hearings dined at the Waverly Inn;
- d. an employee of the California state court system dined at the Waverly Inn;
- e. an employee of the New York City Department of Education stayed at the Bowery; and
- f. the New York Police Department, 9th Precinct, has held three events at the Bowery.

49. Federal government officials have dined or stayed at my establishments, including:

- a. Seth Carpenter, when he was Acting Assistant Secretary for Financial Markets at the Department of Treasury, stayed at the Bowery;
- b. an employee of the United States Department of Justice stayed at the Bowery;
- c. an employee of the United States Internal Revenue Service stayed at the Bowery; and
- d. an employee of NASA dined at the Waverly Inn.

50. Foreign government officials who have dined or stayed at my establishments include:

- a. the President of Gabon, Omar Bongo, who has stayed at the Maritime on several occasions;
- b. Morten Wetland, a Norwegian Diplomat, who stayed at the Bowery numerous times between 2007 and 2011;
- c. the Crown Princess of Norway, Mette Mant, who has stayed at the Bowery on several occasions between 2008 and 2012;
- d. the President of French Polynesia, Oscar Temaru, who stayed at the Bowery in 2005;
- e. an employee from New South Wales' Transportation Department dined at the Waverly Inn, and two employees from New South Wales' Transportation Department stayed at the Bowery;
- f. an employee from Singapore's Attorney General's Office stayed at the Bowery; and
- g. an employee of Victoria, Australia's Department of Justice and Regulation stayed at the Bowery.

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge and belief.

Executed this 24th day of August, 2017.



ERIC GOODE

**IN THE UNITED STATES DISTRICT COURT FOR THE
SOUTHERN DISTRICT OF NEW YORK**

CITIZENS FOR RESPONSIBILITY AND
ETHICS IN WASHINGTON,
RESTAURANT OPPORTUNITIES
CENTERS (ROC) UNITED, INC., JILL
PHANEUF, and ERIC GOODE,

Plaintiffs,

v.

DONALD J. TRUMP, in his official capacity
as President of the United States of America,

Defendant.

Civil Action No. 1:17-cv-00458-GBD

DECLARATION OF CHRISTOPHER C. MULLER, PH.D.

EXPERT DECLARATION OF CHRISTOPHER C. MULLER, PH.D.

I. Experience and Qualifications

1. I am currently Professor of the Practice and former Dean of the Boston University School of Hospitality Administration with more than 30 years of experience in multi-unit restaurant management, consulting and teaching.
2. I obtained my Ph.D. from Cornell University's School of Hotel Administration in 1992 in the disciplines of Finance, Marketing and Organizational Behavior. From 1985 to 1999 I served on the undergraduate and graduate faculties at Cornell where I taught courses on a broad range of restaurant subjects, with a specialty in the area of Multi-Unit Restaurant Brand and Operations Management.
3. In 1999 I became a founding faculty member and Full Professor in the Rosen College of Hospitality Management at the University of Central Florida. There I was the founding Director of the Center for Multi-Unit Restaurant Management specializing in subject areas including Restaurant Brand Management, Restaurant Marketing and Advertising, and Corporate Restaurant Operations. I was on the faculty for more than a decade, leaving to become Dean at Boston University in 2010.
4. Over the past three decades I have written more than fifty peer reviewed and industry journal articles, two books, and numerous case studies all related to the restaurant and hospitality business.
5. I have been a consultant to many leading U.S. and International restaurant companies on topics relating to branding, trademark and trade dress, operations and leadership. These include but are not limited to: McDonald's; Burger King, Darden Restaurants, Wendy's, Hooter's, Buffalo Wild Wings, and Panera Bread.
6. I have owned my own full service and quick service restaurant companies and have over 49 years of practical work experience in the restaurant industry.

7. I have been certified as an expert witness in multiple restaurant cases brought before Federal Courts in Los Angeles, Kansas City, Orlando, Charlottesville, Minneapolis, and Boston.
8. I am regularly sought after as a restaurant industry expert by most major news organizations, including but not limited to: ABC, CNN, CBS, FOX, NPR, The New York Times, The Wall Street Journal, Reuters, USA Today, Miami Herald, Orlando Sentinel, Bloomberg News, Los Angeles Times, Boston Globe, Time Magazine, and the BBC.
9. I am retained in this case at my normal and customary rate of \$ 600 per hour.

II. Assignment and Materials Reviewed

10. I was retained by plaintiffs' counsel in this case to evaluate the nature and extent of any competition between the plaintiffs' and the defendant's restaurants, cafes, and event and meeting spaces serving food and beverages in New York City and Washington, D.C. and to describe the nature and extent of the demand for those facilities by foreign, federal, state and local government officials.
11. The materials that I reviewed include websites with information about plaintiffs' and defendant's restaurants, cafes, and event and meeting spaces serving food and beverages in New York City and Washington, D.C. I reviewed the Declarations of Eric Goode, James Mallios, Thomas Colicchio, Jill Phaneuf, Saru Jayaraman, and Rachel Roginsky, the lists of RAISE's restaurant members, and defendant's memorandum in support of his motion to dismiss. I used the Google Maps application.
12. As a recognized restaurant industry expert for more than 35 years, I also relied in formulating my opinions herein on my accumulated knowledge, experience, training and research writings in the field.

III. The Nature of Restaurant and Event Competition

13. A restaurant will draw customers from a "catchment" area, which is unique for each establishment and is based on a broad array of attributes including but not limited to:

- a. location, specifically distance from targeted customers to the enterprise; in an urban environment this usually is:
 - i. a 10-15 minute walk,
 - ii. a 15-20 minute taxi or Uber ride,
 - iii. or a 20-30 minute subway ride away,
- b. consumer search costs associated with a purchase,
- c. restaurant brand name affiliation,
- d. pricing strategies, including premiums and discounts,
- e. selection of food and beverage products (the menu) and services offered, and
- f. ownership or brand reputation.

14. The restaurant industry can be separated into distinct segments or types.

From lowest price and quality perception to highest price and quality perception these currently are:

- a. **Snack** (single item impulse purchase, e.g., ice cream, donuts, cookies, takeout only, typically items under \$5.00)
- b. **Coffee Shop** (counter service, brewed coffee, espresso drinks, light pastries, mostly takeout, some seating, typically items \$2.00-\$8.00)
- c. **QSR** (Quick Service or "fast food" such as hamburgers, pizza, fried chicken, sandwiches, mostly takeout, some seating, typically items \$1.00-\$8.00)
- d. **Fast Casual** (counter service, customized, fresh, made to order, some takeout, dining area, typically items \$3.00-\$10.00)
- e. **Midscale** (counter and full service, broad "all day" menu, some take-out, served meals, typically items \$5.00-\$15.00)
- f. **Casual Theme** (full table service, broad menu, bar service, typically items \$8.00-\$20.00)
- g. **Premium Casual** or **Casual Elegance** (full table service, customized meals, freshly prepared, full bar and wine service, typically items \$15.00-\$50.00)
- h. **Fine Dining** (formal tablecloth service, chef-driven menu, multiple courses, full bar, wine list, typically items \$30.00-\$100.00)

- i. **Luxury** (formal tablecloth service, elegant décor, celebrity chef-driven, exclusive seating, full bar, extensive wine list, typically items over \$75.00)

15. Restaurants within the same geographic area that fall within the same restaurant segment (or similar restaurant segments) will draw from a common or similar pool of customers, and thus compete with each other. This is true whether or not two restaurants serve the same type of cuisine. When choosing a restaurant, customers often are willing to consider multiple types of cuisine, as long as the restaurants are within their desired segment and geographic area. Special circumstances may make two restaurants competitive even when they are a category or two apart from each other. For example, a restaurant in the Premium Casual category can compete with a Luxury restaurant if the former's brand is associated with celebrity or luxury. Similarly, restaurants a category or two apart can compete as to parts of their menu or for particular meals. For example, an ice cream shop in the Snack category can compete for dessert with a restaurant in the Midscale category, even though they do not compete as to the rest of the Midscale restaurant's menu. Because the dining area and its location can be as important for private events and meetings as food quality, or even more important, private rooms in desirable locations can compete with event spaces serving higher quality food.
16. In general, the higher end a restaurant is, the further that diners are willing to travel to it.
17. If, for whatever reason, the demand for meals at a restaurant increases, that will result in more customers from the pool of potential customers patronizing that restaurant, and will result in fewer customers from the pool patronizing its competitors' restaurants.
18. While there are thousands of restaurants in New York City and Washington, D.C., they are not all in competition with each other. As noted, only restaurants within the same geographic area and restaurant segment

compete with each other. Thus, for example, restaurants within a 2-3 mile radius and within the Fine Dining category compete with each other, but not with restaurants 6 miles away, and not with Fast Casual restaurants. Within a given restaurant category and geographic area in New York City and D.C. (or in any city), only a small fraction of the total restaurants in the city compete with each other.

IV. The foodservice facilities in Trump Tower New York—Trump Grill, Trump Café and Trump Ice Cream—compete with ROC/RAISE neighboring restaurants and event spaces

A. Location Proximity

19. The collection of restaurants located in Trump Tower at 725 Fifth Avenue offers a range of products and segments from Trump Ice Cream and Trump Café to Trump Grill.
20. ROC/RAISE members Amali, 115 E. 60th Street, and Amali Mou, 230 Park Avenue, are both within a 15-minute walking radius of Trump Tower. Amali is less than a 10-minute walk, and Amali Mou is under a 15-minute walk. Travel times for both are less via taxi or Uber.
21. ROC/RAISE members Café 2, Terrace 5, and The Espresso Bar are located at the Museum of Modern Art, 11 W. 53rd St., and are within 5-minutes walking radius of Trump Tower restaurants.
22. ROC/RAISE member The Modern, 9 W. 53rd Street, is also located within 5-minutes walking radius of Trump Tower.
23. ROC/Raise member Riverpark, 450 E. 29th Street, is located 15 to 20-minutes away from Trump Tower by taxi.

B. Comparable Restaurant Offerings

24. The collection of restaurants located in Trump Tower offers a range of products. The Trump Ice Cream shop is in the Snack segment (prices ranging from \$4.00-\$5.00 for a single ice cream cone). The Trump Café is in the

Midscale segment (daily special menu items priced at \$13.50). And the Trump Grill is in the Premium Casual segment (Prix Fixe 3-course meals are priced either at \$28.00 or \$45.00).

25. ROC/RAISE member Amali—located within a 15-minute walk of Trump Tower—is positioned in the Premium Casual segment with menu prices ranging from \$21.00 to \$36.00. Given these characteristics, it competes with Trump Grill.
26. ROC/RAISE member Amali Mou—located within a 15-minute walk of Trump Tower—is a Midscale offering with prices ranging from \$10.00 to \$12.00. Given these characteristics, it competes with the Trump Café, especially at lunchtime.
27. ROC/RAISE members Café 2 (Casual Theme, prices ranging from \$8.00 to \$20.00), Terrace 5 (Premium Casual with full table service, cocktail bar and wine list, priced from \$10.00 to \$28.00), and The Espresso Bar (Coffee Shop offering coffee and pastries on the go)—each located within a 5-minute walk of Trump Tower—compete, given these characteristics, with the Trump Café, especially at lunchtime, and with Trump Ice Cream in the snack segment.
28. ROC/RAISE member The Modern—located within a 5-minute walk of Trump Tower—is a 2-Star Michelin Luxury property, with Prix Fixe pricing of \$158.00 for four courses or \$208.00 for eight courses, which includes all gratuities. Given these characteristics, and particularly its comparability to Trump Grill on important non-price factors such as reputation and behavioral characteristics, it competes with Trump Grill.
29. ROC/RAISE member Riverpark—located within a 15 to 20-minute taxi ride of Trump Tower—is a Luxury restaurant offering modern American menus changed daily. Prices for single items range from \$32.00 to \$48.00. Given these characteristics, Riverpark competes with Trump Grill.

C. Comparable Event, Meeting and Catered Offerings

30. Trump Tower has three spaces for private events, Trump Tower Atrium, Trump Grill, and the Trump Bar. According to the Trump Tower website,

<http://www.trumptowerny.com/trump-events-venues>, the Trump Tower Atrium “sits at the base of the sixty foot waterfall-the center piece of Trump Tower. The Atrium has played host to many prestigious events including Luciano Pavarotti, Miss USA and The First Minister of Scotland, to name a few.” The Trump Tower Atrium can accommodate 75 to 350 guests.

31. According to the same website, the Trump Grill “is the best kept secret of the Trump Tower Atrium. Tucked away in the Garden Level it also sits at the base of the massive waterfall. With the most elegant food in the most elegant of settings, the Trump Grill is ideal for hosting private dinners or cocktail parties.” The Trump Grill can accommodate 20 to 100 guests.
32. According to the same website, the Trump Bar “is a stylish and comfortable lounge where the attention to detail sparkles in the crystal chandeliers, and breathes through the warm mahogany and cherry tones. Trump Bar is the perfect location for hosting the ultimate, exclusive cocktail party.” The Trump Bar can accommodate 20 to 75 guests.
33. ROC/RAISE member The Modern—located within a five-minute walk of Trump Tower—is a 2-Star Michelin restaurant that has two Luxury private dining rooms for special events with a separate street-level entrance for after museum hours. Along with a full menu it features an award-winning wine program and curated bar. Given these characteristics, it competes for event and meeting business with Trump Tower Atrium, Trump Grill, and the Trump Bar.
34. ROC/RAISE member Amali—located within a fifteen-minute walk of Trump Tower—offers three private event rooms, or a full restaurant buyout for parties: the Fireplace Room seats 18-22 with minimum prices from \$750 to \$1,500; the Skylight Room seats 25-40 with minimum prices of \$1,250 to \$2,500; and Sopra and Sopra Chef’s Table seat 20-30 guests with a dinner minimum of \$2,500. The full restaurant can accommodate up to 150 for dinner. Given these characteristics, it competes for event and meeting business with Trump Tower Atrium, Trump Grill, and the Trump Bar.

35. ROC/RAISE member Riverpark, located overlooking the East River (and 15 to 20-minutes from Trump Tower by taxi) offers four private event venues. The East Room can accommodate up to 40 guests, with minimum pricing ranging from \$1,200 to \$5,000. The West Room can hold 100 dining guests with minimum prices ranging from \$2,500 to \$10,000. When combined the two rooms can serve up to 150, with pricing from \$3,700 to \$15,000. The Little River room can hold 50-60 guests with pricing ranging from \$2,500 to \$5,000. Given these characteristics, it competes for event and meeting business with Trump Tower Atrium, Trump Grill, and the Trump Bar.

D. Patronage by Surrounding Foreign and Domestic Government Clientele

36. There are more than 100 foreign consulates and federal, state and city government offices within a two-mile radius of the Trump Tower restaurants (Trump Grill, Trump Café and Trump Ice Cream) and the competitive RAISE restaurants (Amali, Amali Mou, The Modern, Café 2, Terrace 5, The Espresso Bar, and Riverpark).

V. Jean-Georges and Nougatine in the Trump International Hotel New York compete with ROC/RAISE neighboring restaurants and event spaces

A. Location Proximity

37. The collection of restaurants located in Trump International Hotel New York, 1 Central Park West, includes restaurants in the Luxury (Jean-Georges) and Fine Dining (Nougatine) segments.

38. ROC/RAISE member Amali, 115 E. 60th Street, is within a 10-minute taxi ride (or a 15 to 20-minute walk) of Trump International Hotel.

39. ROC/RAISE member The Modern, 9 W. 53rd Street, is also located within 15 to 20-minutes walking radius of the Trump International Hotel restaurants or a 10 to 15-minute taxi or Uber ride.

40. ROC/RAISE member Gramercy Tavern, 42 East 20th Street, is located within a 15 to 20-minute taxi or Uber ride radius of the Trump International Hotel restaurants.
41. ROC/RAISE member Craft, 43 East 19th Street, is located within a 20 to 30-minute taxi or Uber ride radius of the Trump International Hotel restaurants.
42. ROC/RAISE member Riverpark, 450 E. 29th Street, is located within 20 to 30-minutes via taxi of the Trump International Hotel.

B. Comparable Restaurant Offerings

43. Jean-Georges is a 3-Star Michelin Luxury restaurant with Prix Fixe menu prices of \$128.00 for three courses, \$208.00 for the Chef Jean Georges' Menu and \$208.00 for the Spring Menu.
44. ROC/RAISE member The Modern—located within a 10 to 15-minute taxi ride of Trump International Hotel—is a 2-Star Michelin Luxury property with Prix Fixe pricing of \$158.00 for four courses or \$208.00 for eight courses, which includes all gratuities. Given these characteristics, it competes with Jean-Georges in the Luxury segment.
45. ROC/RAISE member Gramercy Tavern—located within a 15 to 20-minute taxi ride of Trump International Hotel—is a 1-Star Michelin Luxury property, featuring both a Fine Dining Tavern menu with prices ranging from \$29.00 to \$36.00, and the Luxury Dining Room with Prix Fixe for a 3-course menu at \$125.00, a Seasonal menu at \$170.00, and a Vegetarian menu at \$150.00. Given these characteristics, it competes with Jean-Georges in the Luxury segment.
46. ROC/RAISE member Craft—located within a 20 to 30-minute taxi ride of Trump International Hotel—is a 3-Star New York Times Luxury restaurant with menu prices ranging from \$35.00 to \$55.00, and with an award-winning Wine Spectator “Best of Award of Excellence” wine list offering over 1000 choices. Given these characteristics, it competes with Jean-Georges in the Luxury segment.

47. ROC/RAISE member Riverpark—located within a 20 to 30-minute taxi ride of Trump International Hotel—is a Luxury restaurant offering modern American menus changed daily. Prices for single items range from \$32.00 to \$48.00. Given these characteristics, it competes with Jean-Georges in the Luxury segment.
48. Nougatine is a Fine Dining restaurant with prices ranging from \$31.00 to \$72.00.
49. ROC/RAISE member Amali—located within a 10-minute taxi ride of Trump International Hotel—is positioned in the Premium Casual segment with menu prices ranging from \$15.00-\$36.00. Given these characteristics, it competes with Nougatine.

C. Comparable Event, Meeting and Catered Offerings

50. The Trump International Hotel offers meeting and event rooms—the Trump Executive Boardroom (for 15-30 people), the Business Center Boardroom (for 10-12 people), and the Function Room (for 14-25 people), all with catering from Chef Jean-Georges.
51. The 3-Star Michelin Jean-Georges Restaurant and Nougatine are both offered for events and private parties with catering done by Chef Jean-Georges.
52. ROC/RAISE member The Modern is a 2-Star Michelin restaurant and has two Luxury private dining rooms for special events with a separate street-level entrance for after Museum hours. Along with a full menu, it features an award-winning wine program and curated bar. Given these characteristics, The Modern competes for meeting and event business with Jean-Georges and Nougatine, and the Trump collection of Boardrooms and Function Rooms that they service.
53. ROC/RAISE member Gramercy Tavern is a 1-Star Michelin Luxury property which offers a single Private Dining Room which seats 22 and has a \$4000 food and beverage minimum. Given these characteristics, Gramercy Tavern competes for meeting and event business with Jean-Georges and Nougatine,

and the Trump collection of Boardrooms and Function Rooms that they service.

54. ROC/RAISE member Craft is a 3-Star New York Times Luxury restaurant with a private dining room which can accommodate 40 guests. It was named by Zagat as one of only 14 restaurants to be “NYC’s Best for Private Rooms.” Given these characteristics, Craft competes for meeting and event business with Jean-Georges and Nougatine, and the Trump collection of Boardrooms and Function Rooms that they service.
55. ROC/RAISE member Amali offers three private event rooms, or a full restaurant buyout for parties. The Fireplace Room seats 18-22 with minimum prices from \$750 to \$1,500; the Skylight Room seats 25-40 with minimum prices of \$1,250 to \$2,500; and Sopra and Sopra Chef’s Table seat up to 20 guests with a dinner minimum of \$2,000. The full restaurant can accommodate up to 150 for dinner. Given these characteristics, Amali competes for meeting and event business with Jean-Georges and Nougatine, and the Trump collection of Boardrooms and Function Rooms that they service.
56. ROC/RAISE member Riverpark, overlooking the East River, offers four private event venues: the East Room which can accommodate up to 40 guests with minimum pricing ranging from \$1,200 to \$5,000; the West Room which can hold 100 dining guests with minimum prices ranging from \$2,500 to \$10,000; the East Room and West Room combined, which can serve up to 150, with pricing from \$3,700 to \$15,000; and the Little River Room which can hold 50-60 with pricing from \$2,500 to \$5,000. Given these characteristics, Riverpark competes for meeting and event business with Jean-Georges and Nougatine, and the Trump collection of Boardrooms and Function Rooms that they service.

D. Patronage by Surrounding Foreign and Domestic Government Clientele

57. There are more than 100 foreign consulates and federal, state and city government offices within a two-mile radius of the Trump International

Hotel restaurants (Jean-Georges and Nougatine) and the competitive RAISE restaurants (The Modern, Gramercy Tavern, Craft, Riverpark, and Amali).

VI. The event spaces in Trump SoHo Hotel compete with the event spaces in ROC/RAISE and Goode neighboring restaurants

A. Location Proximity

58. Trump SoHo Hotel is located at 246 Spring Street. It currently offers two small bar/cafes on the hotel rooftop, Mr. Jones and the Bar d'Eau, both serving limited food options. The Hotel also has approximately 8,000 square feet of meeting and event space capable of serving food and beverages, located on two separate floors.
59. Eric Goode's restaurant, The Waverly Inn, 16 Bank Street, is located within a 10 to 15-minute taxi or Uber ride of the Trump SoHo Hotel cafes and event spaces.
60. Eric Goode's restaurant, The Park, 118 Tenth Avenue, is located within a 10 to 15-minute taxi or Uber ride radius of the Trump SoHo Hotel cafes and event spaces.
61. Eric Goode's restaurant, Gemma, 335 Bowery, is located within a 10 to 15-minute taxi or Uber ride radius of the Trump SoHo Hotel cafes and event spaces.
62. ROC/RAISE member Maialino Restaurant, 2 Lexington Avenue, is located within a 10 to 15-minute taxi or Uber ride radius of the Trump SoHo Hotel cafes and event spaces.
63. ROC/RAISE member The North End Grill, 104 N. End Avenue, is located within a 10 to 15-minute taxi or Uber ride radius of the Trump SoHo Hotel cafes and event spaces.
64. ROC/RAISE member Gramercy Tavern, 42 East 20th Street, is located within a 10 to 15-minute taxi or Uber ride radius of the Trump SoHo Hotel cafes and event spaces.

65. ROC/RAISE member Craft, 43 East 19th Street, is located within a 10 to 15-minute taxi or Uber ride radius of the Trump SoHo Hotel cafes and event spaces.
66. ROC/RAISE member Riverpark, 450 E. 29th Street, is located within 15 to 20 minutes via taxi of the Trump SoHo Hotel cafes and event spaces.

B. Comparable Event, Meeting and Catered Offerings

67. The Trump SoHo’s meeting spaces, dubbed the “Manhattan Meeting Space,” target Luxury and Fine Dining business and wedding customers. They total approximately 8,000 square feet capable of serving food and beverages, located on two separate floors of the Hotel. The SoHo meeting space sits on the 46th floor with windowed views on three sides. The SoHo Ballroom may be divided into two separate spaces and can hold up to 300 for dinner. The TriBeCa meeting room holds up to 40 for dinner, and the Trump Boardroom up to 24.
68. Eric Goode restaurant, Gemma—located within a 10 to 15-minute taxi ride of Trump SoHo Hotel—offers Fine Dining events on a second floor space with a private entrance, outdoor terrace and iconic green tiled fireplace. It covers 10,000 square feet and can accommodate up to 600 guests. Given these characteristics, it competes for corporate, government and transient banquet business with the Trump SoHo Hotel meeting spaces.
69. Eric Goode restaurant, The Park—located within a 10 to 15-minute taxi ride of the Trump SoHo Hotel—is a multi-concept single location with meeting and event spaces that include the “Main Room” with seating for up to 150. Another event space, the “Atrium,” is a glass enclosed room with a glazed brick fireplace that seats 33. The “Garden” offers more than 4000 square feet in an all-season year-round space with seating for up to 150. The “Red Room” is an Asian-themed space with seating for 55 guests. The “Penthouse” opens to a spacious rooftop patio which can accommodate up to 65 people. Given these characteristics, all of these various Luxury and Fine Dining

offerings compete for corporate, government, and transient banquet business with the Trump SoHo Hotel meeting spaces.

70. Eric Goode restaurant, The Waverly Inn—located with a 10 to 15-minute taxi ride of the Trump SoHo Hotel—is an eclectic collection of dining spaces and garden seating. Small groups and large can be accommodated in a Fine Dining relaxed atmosphere. Given these characteristics, it competes for corporate, government, and transient banquet business with the Trump SoHo Hotel meeting spaces.

71. ROC/RAISE member Gramercy Tavern—located within a 10 to 15-minute taxi ride of the Trump SoHo Hotel—is a 1-Star Michelin Luxury property which offers a single Private Dining Room which seats 22 and has a \$4,000 food and beverage minimum. Given these characteristics, it competes for corporate, government, and transient banquet business with the Trump SoHo Hotel meeting spaces.

72. ROC/RAISE member Riverpark, overlooking the East River and within a 15 to 20-minute taxi ride of the Trump SoHo Hotel, offers four private event venues. The East Room can accommodate up to 40 guests with minimum pricing ranging from \$1,200 to \$5,000. The West Room can hold 100 dining guests with minimum prices ranging from \$2,500 to \$10,000. When combined, the two rooms can serve up to 150, and pricing is from \$3,700 to \$15,000. The Little River room can hold between 50-60 with pricing ranging from \$2,500 to \$5,000. Given these characteristics, the Riverpark meeting spaces compete for corporate, government, and transient banquet business with the Trump SoHo Hotel meeting spaces.

73. ROC/RAISE member Craft—located within a 10 to 15-minute taxi ride of the Trump SoHo Hotel—is a 3-Star New York Times Luxury restaurant with a private dining room that can accommodate 40 guests. It was named by Zagat as one of only 14 restaurants to be “NYC’s Best for Private Rooms.” Given these characteristics, it competes for corporate, government, and transient banquet business with the Trump SoHo Hotel meeting spaces.

74. ROC/RAISE member Maialino Restaurant—located within a 10 to 15-minute taxi ride of the Trump SoHo Hotel—has a Fine Dining Private Dining Room with seating for up to 24 guests around a single table. Given these characteristics, it competes for corporate, government, and transient banquet business with the Trump SoHo Hotel meeting spaces.
75. ROC/RAISE member The North End Grill—located within a 10 to 15-minute taxi ride of the Trump SoHo Hotel—has a Fine Dining Private Dining Room offering a Prix Fixe menu and can accommodate up to 18 guests. Given these characteristics, it competes for corporate, government, and transient banquet business with the Trump SoHo Hotel meeting spaces.

C. Patronage by Surrounding Foreign and Domestic Government Clientele

76. There are more than 100 foreign consulates and federal, state and city government offices within a two-mile radius of the Trump SoHo Hotel event and meeting spaces and the competitive meeting and event spaces of the RAISE and Goode restaurants (Gemma, The Park, The Waverly Inn, Gramercy Tavern, Craft, Riverpark, Maialino, and North End Grill).

VII. Trump International Hotel Washington, D.C. restaurant BLT Prime by David Burke competes with Kimpton and ROC-worker neighboring restaurants and event spaces

A. Location Proximity

77. The Trump International Hotel Washington, D.C., 1100 Pennsylvania Avenue, NW, is located in the Old Post Office Building, leased from the Government Services Administration.
78. The Riggsby provides food services for events in the Carlyle Hotel, a Kimpton Hotel, located at 1731 New Hampshire Avenue, NW, and is a 10 to 15-minute taxi or Uber ride from the Trump International Hotel.
79. Minibar, 855 E Street, NW, employs ROC worker members. It is within a 3 to 5-minute taxi or Uber ride or 5 to 10-minute walk from the Trump International Hotel.

80. Jaleo by Celebrity Chef Jose Andres, 480 7th Street, NW, employs ROC worker members. It is a 5 to 10-minute taxi or Uber ride or a 10 to 15-minute walk from the Trump International Hotel.
81. Casolare Ristorante + Bar provides food services for events in the Glover Park Hotel, a Kimpton Hotel, located at 2505 Wisconsin Avenue, NW. Casolare is a 15 to 20-minute taxi or Uber ride from the Trump International Hotel.
82. Zaytinya, 701 9th Street, NW, employs ROC worker members. It is a 5 to 10-minute taxi or Uber ride or a 10 to 15-minute walk from the Trump International Hotel.

B. Comparable Restaurant Offerings

83. BLT Prime by David Burke is located in the Trump International Hotel. It is a Luxury Steakhouse featuring Celebrity Chef David Burke, which serves daily breakfast, lunch, and dinner, and specialty menus for Sunday brunch and daily late afternoons. Breakfast prices range from \$16.00 to \$29.00, lunch prices range from \$19.00 to \$110.00, and dinner menu prices range from \$35.00 to \$110.00.
84. Minibar—located within a 5 to 10-minute walk of the Trump International Hotel—is a 2-Star Michelin Luxury restaurant by Chef Jose Andres with a Prix Fixe menu of 25 to 30 tasting courses for \$275.00. Given these characteristics, it competes with BLT Prime.
85. Jaleo by Celebrity Chef Jose Andres—located within a 10 to 15-minute walk of the Trump International Hotel—is a Premium Casual Spanish tapas restaurant serving smaller high-quality plates. Ala Carte items range from \$8.00 to \$18.00, with Prix Fixe meals ranging from \$55.00 to \$95.00. Given these characteristics, it competes with BLT Prime.
86. The Riggsby—located within a 10 to 15-minute taxi ride of the Trump International Hotel—is a Fine Dining full service bar and grill by award-winning Celebrity Chef Michael Schlow, with prices ranging from \$17.00 to

\$41.00. Given these characteristics, especially its celebrity chef, it competes with BLT Prime.

87. Casolare Ristorante + Bar—located within a 15 to 20-minute taxi ride of the Trump International Hotel—is a Premium Casual restaurant by award-winning Celebrity Chef Michael Schlow which daily serves breakfast, lunch and dinner, with specialty menus for Saturday and Sunday brunch and daily late afternoon Happy Hour. Prices range for breakfast from \$12.00 to \$17.00, for lunch from \$14.00 to \$18.00, and for dinner from \$24.00 to \$33.00. Given these characteristics, it competes with BLT Prime.

88. Zaytinya—located within a 10 to 15-minute walk of the Trump International Hotel—is a Fine Dining Mediterranean restaurant by award-winning Celebrity Chef Jose Andres. Prix Fixe prices range from \$55.00 to \$65.00. Given these characteristics, it competes with BLT Prime.

C. Comparable Event, Meeting and Catered Offerings

89. The Trump International Hotel has a large portfolio of ballroom, event, and meeting spaces, all catered by BLT Prime, including: the 13,200 square foot Presidential Ballroom, and two spaces with more than 3000 square feet each, the Lincoln Library which can accommodate 150, and the Franklin Study which can accommodate 110. There is a selection of rooms which can accommodate between 12 and 96 guests, including the Madison, Eisenhower, Washington, Roosevelt, Jefferson, Reagan, Wilson, Adams, Kennedy, Grant, and Patton, and the DJT Boardroom.

90. The Riggsby offers a range of event and meeting spaces both in the restaurant and in partnership with the Carlyle Hotel, which can accommodate between 6 and 200 guests. These include the Ellington serving up to 50 guests; the private dining room; The Fitzgerald, serving up to 12; and the Taylor ballroom serving up to 88. These more intimate rooms, which are catered by the Riggsby, all compete with event and meeting spaces at the Trump International Hotel.

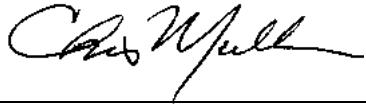
91. Casolare offers a range of event and meeting spaces, which it caters, both in the restaurant and in partnership with the Glover Park Hotel, including a newly renovated Walnut Ballroom for up to 200 guests. The Walnut Ballroom may be split into two smaller spaces, Walnut East and Walnut West. In addition, Casolare offers the Cocktail Garden, which accommodates up to 150. Casolare's ballroom space and its Cocktail Garden both compete with similar style and size spaces at the Trump International Hotel.
92. Jaleo by Celebrity Chef Jose Andres offers a range of private event and function spaces, which it caters, including the Foosball Alcove seating 50 and the entire restaurant space for up to 150 guests. Menu prices range from \$45.00 to \$70.00. These rooms compete with spaces at the Trump International Hotel.
93. Zaytinya by award-winning Celebrity Chef Jose Andres offers a selection of event and meeting spaces, which it caters, including an outside Terrace. The Terrace seats 70 people and can accommodate up to 100 for receptions. Menu prices range from \$42.00 to \$60.00. These function spaces compete with similar spaces at the Trump International Hotel.

D. Patronage by Surrounding Foreign and Domestic Government Clientele

94. There are more than 150 foreign consulates and federal, state and city government offices within a two-mile radius of the Trump International Hotel Washington, D.C. event and meeting spaces and the competitive meeting and event spaces of the Kimpton Hotel (Riggsby and Casolare) and ROC-worker restaurants (Minibar, Jaleo, and Zaytinya).

I declare under penalty of perjury that the foregoing is true and correct.

Executed the 24nd Day of August, 2017

A handwritten signature in black ink, appearing to read "Chris Muller", written over a horizontal line.

Christopher C. Muller, Ph.D.

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

**CITIZENS FOR RESPONSIBILITY AND ETHICS
IN WASHINGTON, RESTAURANT
OPPORTUNITIES CENTERS UNITED, INC.,
JILL PHANEUF, and ERIC GOODE,**

Plaintiffs,

-against-

DONALD J. TRUMP, in his official capacity as
President of the United States of America,

Defendant.

GEORGE B. DANIELS, United States District Judge:

Plaintiffs Citizens for Responsibility and Ethics in Washington (“CREW”), Restaurant Opportunities Centers United, Inc. (“ROC United”), Jill Phaneuf, and Eric Goode (collectively, “Plaintiffs”), bring this suit against Defendant Donald J. Trump, in his official capacity as President of the United States. (Second Amended Complaint (“SAC”), ECF No. 28, at 1.) Plaintiffs principally allege that Defendant’s “vast, complicated, and secret” business interests are creating conflicts of interest and have resulted in unprecedented government influence in violation of the Domestic and Foreign Emoluments Clauses of the United States Constitution. (SAC ¶ 1 (citing U.S. Const. art. I, § 9, cl. 8 & art. II, § 1, cl. 7, respectively).) Plaintiffs seek (i) a declaratory judgment declaring that Defendant has violated and will continue to violate the Domestic and Foreign Emoluments Clauses; (ii) an injunction enjoining Defendant from violating the Emoluments Clauses; and (iii) an injunction requiring Defendant to release financial records in order to confirm that he is not engaging in further transactions that would violate the Emoluments Clauses. (*Id.* ¶ 20.)

MEMORANDUM DECISION

AND ORDER

17 Civ. 458 (GBD)

JA 324

Defendant argues that Plaintiffs lack standing to sue and moves to dismiss this lawsuit for lack of subject matter jurisdiction pursuant to Federal Rule of Civil Procedure Rule 12(b)(1). (Def.'s Mot. to Dismiss, ECF No. 34; Def.'s Mem. of Law in Supp. of Mot. to Dismiss ("Mot."), ECF No. 35, at 7.) Defendant also moves to dismiss this case for failure to state a claim under the Emoluments Clauses pursuant to Federal Rule of Civil Procedure Rule 12(b)(6). (*See* Mot. at 26.)

Defendant's motion to dismiss for lack of standing under Rule 12(b)(1) is GRANTED.¹

I. FACTUAL BACKGROUND

A. The Parties

Plaintiff CREW is a nonprofit, nonpartisan government ethics watchdog organized under the laws of the State of Delaware. (SAC ¶ 21.) CREW's self-proclaimed mission is to "protect[] the rights of citizens to be informed about the activities of government officials, ensur[e] the integrity of government officials, protect[] [the] political system against corruption, and reduc[e] the influence of money in politics." (*Id.*) It seeks to advance that mission through a combination of research, advocacy, litigation, and education, all aimed at raising public awareness about the influence of outside special interests on public officials. (*Id.* ¶ 22.) For instance, CREW is involved in a project relating to campaign finance and ethics at the state-level, as well as researching and filing comments with government agencies related to rulemakings and other regulatory actions, and preparing reports on "money-in-politics issues." (*Id.* ¶¶ 166–67, 171.) CREW also analyzes tax returns of nonprofit groups engaged in political activities and publishes blog posts and reports to educate the public. (*Id.* ¶ 173.) In addition, during the last several election

¹ Because Plaintiffs' claims are dismissed under Rule 12(b)(1), this Court does not reach the issue of whether Plaintiffs' allegations state a cause of action under either the Domestic or Foreign Emoluments Clauses, pursuant to Rule 12(b)(6). Nor does this Court address whether the payments at issue would constitute an emolument prohibited by either Clause.

cycles, CREW has filed numerous administrative complaints with the Federal Election Commission and the Department of Justice alleging violations of campaign finance laws. (*Id.* ¶ 164.)

Plaintiff ROC United is a nonprofit, nonpartisan member-based organization organized under the laws of the State of New York. (*Id.* ¶ 28.) ROC United’s members include nearly 25,000 restaurant employees, over 200 restaurants, and about 3,000 other dining establishments. (*Id.* ¶ 11.) ROC United provides “job training, placement, leadership development, civic engagement, legal support, and policy advocacy” to help improve working conditions in the food service industry. (*Id.*) Through its RAISE project, ROC United works with restaurant owners to implement sustainable business models that support “high road” employer practices such as paying living wages, providing basic benefits, being environmentally sustainable, and providing safe and healthy workplaces. (*Id.* ¶ 181.) ROC United also owns and operates a restaurant in New York City and another in Detroit, with a forthcoming location in Washington, D.C. (*Id.* ¶ 28.)

Plaintiff Jill Phaneuf, a resident of Washington D.C., works with a hospitality company to book embassy functions and other events tied to foreign governments, as well as other events “in the Washington, D.C. market.” (*Id.* ¶ 15.) In particular, Phaneuf books events for two Washington D.C. hotels—the Carlyle Hotel, located just north of Dupont Circle, and the Glover Park Hotel, located near the area that is colloquially referred to “Embassy Row.” (*Id.* ¶ 15.) Phaneuf alleges that her compensation consists of a percentage of the gross receipts of the events she books. (*Id.*)

Plaintiff Eric Goode is a New York resident and the owner of several hotels, restaurants, bars, and event spaces in New York City. (*Id.* ¶ 18.) He owns the Maritime Hotel located in the Chelsea neighborhood, the Bowery Hotel and Ludlow Hotel, both of which are located in the Lower East Side, and the Jane Hotel in the Meatpacking District. (*Id.*) Goode also owns several

restaurants located in the Bowery Hotel. (*Id.*) Goode alleges that his hotels and restaurants have typically attracted business from foreign governments, as well as from federal and state government officials traveling on official business. (*Id.*)

Defendant Donald J. Trump is the President of the United States of America. Before he was elected President, Defendant amassed ownership and controlling interests in businesses throughout the country and around the world. Defendant is the sole owner of the Trump Organization LLC and The Trump Organization, Inc. (collectively, the “Trump Organization”). (*Id.* ¶ 42.) Defendant’s corporations, limited-liability companies, limited partnerships, and other entities are loosely organized under the Trump Organization. (*Id.*)

On January 11, 2017, Defendant, then-President-elect, announced that he would turn over the “leadership and management” of the Trump Organization to his sons, Donald Trump, Jr. and Eric Trump. (*Id.* ¶ 43.) Defendant also announced that he would donate all profits from foreign governments’ patronage of his businesses to the U.S. Treasury. (*Id.*; see also *Donald Trump’s News Conference: Full Transcript and Video*, N.Y. Times (Jan. 11, 2017), <http://nyti.ms/2jG86w8>.) Although Defendant had established a trust to hold his business assets, Plaintiffs allege that Defendant continues to own and is permitted to take distributions from the trust at any time. (SAC ¶ 44.) Plaintiffs allege that Defendant continues to be informed of the Trump Organization’s business activities and that Eric Trump provides business updates to Defendant on a quarterly basis. (*Id.*)

Through his various business entities, Defendant owns and receives payments from a number of properties and restaurant establishments in the United States. Of particular relevance here, Defendant owns the Trump International Hotel in Washington, D.C. and the BLT Prime, a restaurant located inside the hotel. (*Id.* ¶¶ 58–59.) He also owns Trump World Tower, a

condominium high-rise building in New York City located near the United Nations. (*Id.* ¶ 90.) Trump Tower, a mixed-use skyscraper in New York City, and Trump Grill, a restaurant located inside the tower, are also among the properties owned by Defendant. (*Id.* ¶¶ 46–47, 56.)

B. Defendant’s Alleged Violations of the Domestic and Foreign Emoluments Clauses

Plaintiffs allege that since Defendant’s inauguration earlier this year, he has violated and continues to violate the Domestic and Foreign Emoluments Clauses of the Constitution due to the ownership and controlling interests he continues to hold in the Trump Organization and other entities, and the monies he receives as a result. (*Id.* ¶¶ 7, 42.)

The Domestic Emoluments Clause states that “[t]he President shall, at stated Times, receive for his Services, a Compensation, which shall neither be encreased nor diminished during the Period for which he shall have been elected, and he shall not receive within that Period any other Emolument from the United States, or any of them.” U.S. Const. art. II, § 1, cl. 7. That clause provides that the president’s compensation for his services as president shall not change during his term in office, and prohibits him from drawing any additional compensation or salary from the federal or state governments.

The Foreign Emoluments Clause states in pertinent part that “no Person holding any Office of Profit or Trust under them, shall, without the Consent of the Congress, accept of any present, Emolument, Office, or Title, of any kind whatever, from any King, Prince, or foreign State.” U.S. Const. art. I, § 9, cl. 8. That clause provides that certain federal government officials shall

not receive any form of gift or compensation from a foreign government without Congress's approval.²

Plaintiffs point to a number of examples of alleged violations of both the Domestic and Foreign Emoluments Clauses. For example, Plaintiffs allege that after the 2016 election, and under pressure from the Trump Organization, the Embassy of Kuwait in Washington D.C. moved its National Day celebration from the Four Seasons Hotel to the Trump International Hotel, spending an estimated \$40,000 to \$60,000 for the event. (SAC ¶¶ 72–74.) Other foreign diplomats and their agents have publicly expressed a desire to patronize the Trump International Hotel and other properties owned by Defendant to curry favor with the President. (*Id.* ¶¶ 57–89.) One press account quoted a “Middle Eastern diplomat” as saying, “[b]elieve me, all the delegations will go” to the Trump International Hotel. (*Id.* ¶ 62.) The same account quoted an “Asian diplomat” who explained, “[w]hy wouldn’t I stay at his hotel blocks from the White House, so I can tell the new president, ‘I love your new hotel!’ Isn’t it rude to come to his city and say, ‘I am staying at your competitor?’” (*Id.*)

Plaintiffs allege that, over the last two decades, the Kingdom of Saudi Arabia, as well as the Permanent Missions to the United Nations from India, Afghanistan, and Qatar purchased property at the Trump World Tower, paying anywhere from \$4.5 million up to \$8.375 million. (*Id.* ¶¶ 90–106.) Plaintiffs believe that these foreign entities continue to pay yearly common charges for building amenities amounting to tens of thousands of dollars each year. (*Id.*) Plaintiffs point out that none of these countries were included in Defendant’s original or revised executive orders barring visitors from six Muslim-majority countries. (*Id.* ¶ 110.)

² For purposes of this motion, Defendant has conceded that he is subject to the Foreign Emoluments Clause. (See Tr. of Oral Arg., ECF No. 99, at 94:11–13; Ltr. to the Ct. from Brett A. Shumate dated October 25, 2017, ECF No. 98.)

Plaintiffs allege that since 2006, Defendant has unsuccessfully sought trademark protection in China for the use of his name in connection with building construction services. After his application was rejected by China's Trademark Office, Defendant appealed to the Trademark Review and Adjudication Board, the Beijing Intermediate People's Court, and the Beijing High People's Court, to no avail. (*Id.* ¶ 111.) In December 2016, shortly after he was elected, Defendant spoke directly with the President of Taiwan, suggesting that the United States might abandon the "One China" policy that it had observed for decades. According to Plaintiffs, Defendant had previously suggested he would end the "One China" policy unless some benefit were received in exchange. (*Id.* ¶ 112.) On February 9, 2017, Defendant spoke with the President of China and pledged to honor the "One China" policy. Five days later, China reversed course and granted trademark protection for the "Trump" name. (*Id.* ¶¶ 113–14.) Plaintiffs also allege that the Industrial and Commercial Bank of China, a Chinese majority-state-owned entity, is one of the largest tenants of Trump Tower. (*Id.* ¶ 49.)

Plaintiffs allege that the Trump International Hotel's lease with the General Services Administration ("GSA")—an independent agency of the United States, whose administrator is appointed by the president—violates the Domestic Emoluments Clause. (*Id.* ¶¶ 130–44.) Prior to taking office, GSA entered into a 60-year lease for what eventually became the site for the Trump International Hotel. (*Id.* ¶¶ 130–31.) Section 37.19 of the lease agreement provides that "[n]o . . . elected official of the Government of the United States . . . shall be admitted to any share or part of this Lease, or to any benefit that may arise therefrom." (*Id.* ¶ 132.) Plaintiffs allege that by virtue of his election, Defendant has been in breach of the lease since he took office on January 20, 2017. One week after Defendant released a proposed federal budget increasing GSA's funding while cutting nearly all other non-defense-related spending, GSA issued a letter indicating that, in

its view, there were no compliance issues with respect to the lease. As of the date the SAC was filed, GSA has not made any effort to enforce the apparent breach against the Trump Organization. (*Id.* ¶¶ 135, 140–41, 145.)

Additionally, Plaintiffs contend that Defendant has also benefitted and will continue to benefit from payments to his hotels and restaurants by foreign governments and their agents, as well as federal, state, and local government officials. (*Id.* ¶¶ 200–01.)

Plaintiffs assert that they are injured by Defendant’s alleged violations of the Emoluments Clauses. Phaneuf and Goode allege that due to Defendant’s ongoing financial interest in hotels and restaurants receiving payments from governmental sources, they will suffer increased competition resulting in “loss of commission-based income” and “loss of revenue[.]” (*See id.* ¶¶ 225, 227, 234.) Similarly, ROC United alleges that its restaurant and restaurant-employee members have suffered injury in the form of “lost business, wages, and tips.” (*Id.* ¶ 13.) CREW claims it has been harmed by having to divert and expend its resources to counteract the alleged violations, impairing its ability to accomplish its mission. (*Id.* ¶ 153.)

II. LEGAL STANDARD UNDER FEDERAL RULE OF CIVIL PROCEDURE 12(b)(1)

“Determining the existence of subject matter jurisdiction is a threshold inquiry[,] and a claim is properly dismissed for lack of subject matter jurisdiction under Rule 12(b)(1) when the district court lacks the statutory or constitutional power to adjudicate it.” *Morrison v. Nat’l Austl. Bank Ltd.*, 547 F.3d 167, 170 (2d Cir. 2008) (quotation marks omitted), *aff’d*, 561 U.S. 247 (2010). The party invoking the benefit of federal jurisdiction bears the burden of establishing the existence of that jurisdiction. *Sharkey v. Quarantillo*, 541 F.3d 75, 82– 83 (2d Cir. 2008) (citation omitted).

In deciding a motion to dismiss “pursuant to Rule 12(b)(1), . . . the Court must accept as true all material factual allegations in the complaint, but should refrain from drawing any

inferences in favor of the party asserting jurisdiction.” *People United for Children, Inc. v. City of New York*, 108 F. Supp. 2d 275, 283 (S.D.N.Y. 2000) (citing *Atl. Mut. Ins. Co. v. Balfour Maclaine Int’l Ltd.*, 968 F.2d 196, 198 (2d Cir. 1992)). “[U]nder Rule 12(b)(1), [a court is] permitted to rely on non-conclusory, non-hearsay statements outside the pleadings.” *M.E.S., Inc. v. Snell*, 712 F.3d 666, 671 (2d Cir. 2013).

III. STANDING

Central to the question of whether this Court has subject-matter jurisdiction over this case is whether Plaintiffs have legal standing to sue. *See Cortlandt St. Recovery Corp. v. Hellas Telecomms. I, S.a.r.l.*, 790 F.3d 411, 416–17 (2d Cir. 2015). Indeed, “[n]o principle is more fundamental to the judiciary’s proper role in our system of government than the constitutional limitation of federal-court jurisdiction to actual cases or controversies.” *Raines v. Byrd*, 521 U.S. 811, 818 (1997). As the Supreme Court has explained, “[t]he law of Article III standing, which is built on separation-of-powers principles, serves to prevent the judicial process from being used to usurp the powers of the political branches[.]” *Clapper v. Amnesty Int’l USA*, 568 U.S. 398, 408 (2013), and “ensure[s] that federal courts do not exceed their authority as it has been traditionally understood.” *Spokeo, Inc. v. Robins*, 136 S. Ct. 1540, 1547 (2016). Accordingly, the standing inquiry is “especially rigorous” where, as here, “reaching the merits of the dispute would force [this Court] to decide whether an action taken by one of the other two branches of the Federal Government was unconstitutional.” *Clapper*, 568 U.S. at 408 (citation and quotation marks omitted).

The “irreducible constitutional minimum of standing” consists of three elements: “(1) ‘an injury in fact’ to ‘a legally protected interest’ that is both ‘(a) concrete and particularized, and (b) actual or imminent, not conjectural or hypothetical,’ (2) ‘a causal connection between the injury

and the conduct complained of,’ and (3) that it is ‘likely, as opposed to merely speculative, that the injury will be redressed by a favorable decision.’” *Crupar-Weinmann v. Paris Baguette Am., Inc.*, 861 F.3d 76, 79 (2d Cir. 2017) (quoting *Lujan v. Defenders of Wildlife*, 504 U.S. 555, 560–61 (1992)). As the parties invoking this Court’s jurisdiction, Plaintiffs bear the burden of establishing standing, and at the pleading stage, they must do so by “clearly alleg[ing] facts demonstrating each element.” *Spokeo*, 136 S. Ct. at 1547 (citation omitted).

A. ROC United, Phaneuf, and Goode Lack Article III Standing

Defendant contends that Plaintiffs ROC United, Phaneuf, and Goode (the “Hospitality Plaintiffs”) lack standing to bring their claims and that their alleged injuries do not fall within the zone of interests of the Emoluments Clauses. (Mot. at 8–26.)

1. The Hospitality Plaintiffs’ Competitor Standing Argument Fails

The Hospitality Plaintiffs attempt to rely on the competitor standing doctrine to establish injury in fact. Defendant argues that these Plaintiffs lack competitor standing because they fail to establish that the challenged governmental activity has caused “an actual or imminent increase in competition, which increase . . . will almost certainly cause an injury in fact.” (Mot. at 20–21 (citing *Sherley v. Sebelius*, 610 F.3d 69, 73 (D.C. Cir. 2010)).)

“The Supreme Court has found cognizable injuries to economic competitors.” *In re U.S. Catholic Conference*, 885 F.2d 1020, 1029 (2d Cir. 1989) (citation omitted); see *Clarke v. Sec. Indus. Ass’n*, 479 U.S. 388, 403 (1987); *Ass’n of Data Processing Serv. Orgs., Inc. v. Camp*, 397 U.S. 150, 152 (1970)). The doctrine of competitor standing recognizes that economic actors “suffer [an] injury in fact when agencies lift regulatory restrictions on their competitors or otherwise allow increased competition against them.” *Sherley*, 610 F.3d at 72 (citation and quotation marks omitted).

The doctrine traces its origin to a time when financial institutions started diversifying their service offerings and began competing with firms that had traditionally provided those services. For instance, in *Data Processing*, an association of data processing service providers challenged a ruling by the Comptroller of the Currency of the United States allowing banks to provide such services and compete in the same market. 397 U.S. at 151. The Court held that the association had standing to bring its claim because it properly alleged that the rule caused plaintiffs “injury in fact” in the form of future and actual loss of profits. *Id.* at 152; *see also Clarke*, 479 U.S. at 403 (granting standing to trade association composed of securities brokers, dealers, and underwriters to challenge governmental ruling that banks could act as discount brokers); *Inv. Co. Inst. v. Camp*, 401 U.S. 617, 620–21 (1971) (granting standing to association of open-end investment companies to challenge ruling that allowed bank entry into the field of collective investment funds); *Arnold Tours, Inc. v. Camp*, 400 U.S. 45, 46 (1970) (holding travel agents had standing to challenge ruling to permit banks to offer travel services).

The Hospitality Plaintiffs argue that the competitor standing doctrine only requires a plaintiff to “‘show that he personally competes in the same arena’ with the party to whom the defendant has unlawfully bestowed a benefit.” (Pls.’ Mem. of Law in Opp’n to Mot. (“Opp’n”), ECF No. 57, at 11.) They allege that they compete for government business in the Washington D.C. and New York City restaurant and hotel markets and that they have and will be harmed “due to foreign states, the United States, or state or local governments patronizing establishments with financial connections to Defendant rather than” Plaintiffs. (See SAC ¶¶ 13, 17, 19, 194, 198, 227, 234.) Defendant argues that the Hospitality Plaintiffs’ allegations are far too speculative to give rise to competitor standing and that they have failed to sufficiently allege that they “personally compete[]” with Defendant’s hotels and restaurants. (Mot. at 21 (citing *U.S. Catholic Conference*,

885 F.2d at 1029).) In response, the Hospitality Plaintiffs cite declarations from, among others, Goode, ROC United’s restaurant members, and industry experts explaining how and in which ways they compete with Defendant’s businesses. (*See, e.g.*, Opp’n at 17–18.)

Plaintiffs have failed to properly allege that Defendant’s actions *caused* Plaintiffs competitive injury and that such an injury is *redressable* by this Court. As noted, Article III “requires that a federal court act only to redress injury that fairly can be traced to the challenged action of the defendant,” and for which “prospective relief will remove the harm.” *Simon v. E. Ky. Welfare Rights Org.*, 426 U.S. 26, 41–42, 45 (1976); *see also Liberty Glob. Logistics LLC v. U.S. Mar. Admin.*, No. 13-CV-0399 (ENV), 2014 WL 4388587, at *5–6 (E.D.N.Y. Sept. 5, 2014) (finding plaintiff had established an injury in fact due to the “well-established concept of competitors’ standing” but nonetheless dismissing certain claims for lack of causation) (citation omitted).

In *Simon*, the plaintiffs were indigent individuals and organizations representing indigents who challenged an IRS rule allowing favorable tax treatment to a nonprofit hospital that only offered emergency-room services to indigents. 426 U.S. at 28. The plaintiffs argued that the IRS rule caused them injury because it “encouraged” hospitals to deny other services to indigents. *Id.* at 42. The Court held that this alleged injury lacked traceability and redressability because of intervening causal factors. The Court found it “purely speculative whether . . . denials of service . . . [could] fairly . . . be traced to petitioners’ ‘encouragement’ or instead result[ed] from decisions made by the hospitals without regard to the tax implications.” *Id.* at 42–43. The Court found it “equally speculative” to conclude that “victory in this suit would result in [plaintiffs] receiving the hospital treatment they desire.” *Id.* at 43, 45–46. Rather than increasing access for indigent

patients, hospitals could simply discontinue such programs altogether and become profit-funded institutions, thereby exacerbating plaintiffs' injury. *Id.* at 45–46.

Here, the Hospitality Plaintiffs argue that Defendant has adopted “policies and practices that powerfully *incentivize* government officials to patronize his properties in hopes of winning his affection.” (Opp’n at 16 (emphasis added).) Yet, as in *Simon*, it is wholly speculative whether the Hospitality Plaintiffs’ loss of business is fairly traceable to Defendant’s “incentives” or instead results from government officials’ independent desire to patronize Defendant’s businesses. Even before Defendant took office, he had amassed wealth and fame and was competing against the Hospitality Plaintiffs in the restaurant and hotel business. It is only natural that interest in his properties has generally increased since he became President. As such, despite any alleged violation on Defendant’s part, the Hospitality Plaintiffs may face a tougher competitive market overall. Aside from Defendant’s public profile, there are a number of reasons why patrons may choose to visit Defendant’s hotels and restaurants including service, quality, location, price and other factors related to individual preference. Therefore, the connection between the Hospitality Plaintiffs’ alleged injury and Defendant’s actions is too tenuous to satisfy Article III’s causation requirement. *Bennett v. Spear*, 520 U.S. 154, 167 (1997) (to establish standing, “the injury must be fairly traceable to the challenged action of the defendant, and not the result of the independent action of some third party not before the court”) (citing *Lujan*, 504 U.S. at 560–61); *Clapper*, 568 U.S. at 413 (“[W]e have been reluctant to endorse standing theories that require guesswork as to how independent decisionmakers will exercise their judgment.”)

Moreover, the Hospitality Plaintiffs cannot establish “that it [is] likely, as opposed to merely speculative, that the injury will be redressed by a favorable decision.” *Bennett*, 520 U.S. at 167 (citation omitted). Plaintiffs seek an injunction preventing Defendant from violating the

Emoluments Clauses. (SAC ¶ 20.) They argue that such injunction would “stop[] the source of intensified competition [and] provide redress.” (Opp’n at 26.) Even if it were determined that the Defendant personally accepting any income from the Trump Organization’s business with foreign and domestic governments was a violation of the Emoluments Clauses, it is entirely “speculative,” *Bennett*, 520 U.S. at 167, what effect, if any, an injunction would have on the competition Plaintiffs claim they face.³

Plaintiffs are likely facing an increase in competition in their respective markets for business from all types of customers—government and non-government customers alike—and there is no remedy this Court can fashion to level the playing field for Plaintiffs as it relates to overall competition. Were Defendant not to personally accept any income from government business, this Court would have no power to lessen the competition inherent in any patron’s choice of hotel or restaurant. As explained more fully below, the Emoluments Clauses prohibit Defendant from receiving gifts and emoluments. They do not prohibit Defendant’s businesses from competing directly with the Hospitality Plaintiffs. Furthermore, notwithstanding an injunction from this Court, Congress could still consent and allow Defendant to continue to accept payments from foreign governments in competition with Plaintiffs.

Thus, while a court order enjoining Defendant may stop his alleged constitutional violations, it would not ultimately redress the Hospitality Plaintiffs’ alleged competitive injuries.⁴

³ For example, even if Defendant honored his pledge to establish a trust and donate all profits from foreign governments’ business to the U.S. Treasury, (Mot. at 5; *see also* SAC ¶¶ 43–44), foreign government officials may still patronize Defendant’s restaurants and hotels.

⁴ ROC United contends that it has associational standing to bring this lawsuit because it has alleged that its members have been “injured by the [D]efendant’s distortion of competition.” (Opp’n at 24–25.) To have associational standing, a plaintiff organization must meet the following requirements: “(a) its members would otherwise have standing to sue in their own right; (b) the interests it seeks to protect are germane to the organization’s purpose; and (c) neither the claim asserted nor the relief requested requires

2. The Hospitality Plaintiffs' Competitive Injuries Do Not Fall Within the Zone of Interests of the Emoluments Clauses

The zone of interests doctrine demonstrates that the Hospitality Plaintiffs are not the right parties to bring a claim under the Emoluments Clauses. Beyond the Article III requirements, “the federal judiciary has also adhered to a set of prudential principles that bear on the question of standing.” *Valley Forge Christian Coll. v. Ams. United for Separation of Church and State, Inc.*, 454 U.S. 464, 474 (1982). “One of these is the requirement that the plaintiff establish that the injury he complains of (*his* aggrivement, or the adverse effect *upon him*) falls within the zone of interests sought to be protected by the statut[c] [or constitutional guarantee] whose violation forms the legal basis for his complaint.” *Wyoming v. Oklahoma*, 502 U.S. 437, 468–69 (1992) (emphases in original) (citation and quotation marks omitted). While it is true that the “zone of interests” test first appeared in cases brought under the Administrative Procedure Act, 5 U.S.C. § 702, *see Data Processing*, 397 U.S. at 153, the Supreme Court has “made clear that the same test similarly applies to claims under the Constitution in general[.]” *Wyoming*, 502 U.S. at 469. In fact, the Supreme Court has “indicated that it is *more* strictly applied when a plaintiff is proceeding under a constitutional . . . provision instead of the generous review provisions of the APA.” *Id.* (emphasis in original) (citation and quotation marks omitted).

Nothing in the text or the history of the Emoluments Clauses suggests that the Framers intended these provisions to protect anyone from competition. The prohibitions contained in these Clauses arose from the Framers’ concern with protecting the new government from corruption and undue influence. Indeed, at the time of the Founding, the new republic was conscious of the

the participation of individual members in the lawsuit.” *Hunt v. Wash. State Apple Advert. Comm’n*, 432 U.S. 333, 343 (1977). ROC United lacks associational standing because none of its members—neither the restaurants nor restaurant workers—allege an injury in fact caused by Defendant’s alleged Emoluments Clause violations that will likely be redressed by a favorable decision.

European custom of bestowing gifts and money on foreign officials. The Framers, who fought a war to gain their independence from British rule, wanted government officials to avoid future undue influence. As Edmund J. Randolph explained at the Virginia Ratifying Convention,

The [Foreign Emoluments Clause] restrains any person in office from accepting of any present or emolument, title or office, from any foreign prince or state This restriction is provided to prevent corruption.

Jonathan Elliot, *The Debates in the Several State Conventions on the Adoption of the Federal Constitution*, 465–66 (2d ed. 1891); (see also Br. of Former Gov’t Ethics Officers as Amici Curiae Supporting Pls., ECF No. 71-1, at 1 (stating that the Clauses “are an important check on corruption, and a beacon for good governance.”).)

The Framers were not only concerned with foreign corruption, but they were also wary of undue influence from within. To ensure the president’s independence from the states and additional financial incentives from the federal government, the Framers included in the Constitution the Domestic Emoluments Clause. That clause was meant to ensure that the president has “no pecuniary inducement to renounce or desert the independence intended for him by the Constitution.” The Federalist No. 73 (Alexander Hamilton). Evidently, the Framers were concerned that

[T]he legislature, with a discretionary power over the salary and emoluments of the [president], could render him as obsequious to their will as they might think proper to make him. They might, in most cases, either reduce him by famine, or tempt him by largesses, to surrender at discretion his judgment to their inclinations.

Id. The Clause also helps to ensure presidential impartiality among the states given that “[n]either the Union, nor any of its members, will be at liberty to give, nor will he be at liberty to receive, any other emolument than that which may have been determined by the first act.” *Id.*

Given this history, there can be no doubt that the intended purpose of the Foreign Emoluments Clause was to prevent official corruption and foreign influence, while the Domestic Emoluments Clause was meant to ensure presidential independence. Therefore, the Hospitality Plaintiffs' theory that the Clauses protect them from increased competition in the market for government business must be rejected, especially when (1) the Clauses offer no protection from increased competition in the market for *non-government* business and (2) with Congressional consent, the Constitution allows federal officials to accept foreign gifts and emoluments, *regardless* of its effect on competition. With Congress's consent, the Hospitality Plaintiffs could still face increased competition in the market for foreign government business but would have no cognizable claim to redress in court. There is simply no basis to conclude that the Hospitality Plaintiffs' alleged competitive injury falls within the zone of interests that the Emoluments Clauses sought to protect.

The Hospitality Plaintiffs therefore lack Article III standing.

B. CREW Fails to Adequately Allege an Injury In Fact

Defendant contends that Plaintiff CREW's claims should be dismissed because it has failed to adequately allege an injury in fact and thus also lacks standing to sue. (Mot. at 8.) An organization like CREW can have standing in one of two ways. As noted, an organization may have associational standing to sue on behalf of its members if some particular member of the organization would have had standing to bring the suit individually. *N.Y. Civil Liberties Union v. N.Y.C. Transit Auth.*, 684 F.3d 286, 294 (2d Cir. 2012). Alternatively, an organization "may have standing in its own right to seek judicial relief from injury to itself and to vindicate whatever rights and immunities the association itself may enjoy." *Warth v. Seldin*, 422 U.S. 490, 511 (1975). "Under this theory of 'organizational' standing, the organization is just another person—albeit a

legal person—seeking to vindicate a right.” *N.Y. Civil Liberties Union*, 684 F.3d at 294. In either case, “the organization must ‘meet the same standing test that applies to individuals by showing [an] actual or threatened injury in fact that is fairly traceable to the alleged illegal action and likely to be redressed by a favorable court decision.’” *Irish Lesbian & Gay Org. v. Giuliani*, 143 F.3d 638, 649 (2d Cir. 1998) (quoting *Spann v. Colonial Vill., Inc.*, 899 F.2d 24, 27 (D.C. Cir. 1990)). In other words, “[a]n organization’s abstract concern with a subject that could be affected by an adjudication does not substitute for the concrete injury required by Art. III.” *Simon*, 426 U.S. at 40.

CREW does not allege that it has any members whose interests it seeks to represent here, nor does it otherwise purport to have associational standing. Rather, it asserts it has standing to bring this action because it suffers an injury in its own right, namely a “diversion[] of CREW’s communications, legal, and research resources . . . and [the] impairment of its programmatic functions.” (Opp’n at 27.) CREW claims that by accepting payments to his businesses that are “rarely public,” Defendant has deprived it of information concerning the financial support he receives from various governmental sources, “necessitating time consuming, more expensive, and less effective research to maintain its work.” (*Id.*) CREW also asserts that it has had to devote significant resources to identify and counteract Defendant’s alleged violations of the Emoluments Clauses, including through the use of “every member of CREW’s research team on a near-daily basis” and “the hiring of two additional senior attorneys,” as well as its efforts to explain the alleged violations to stakeholders, including the press, and assist and counsel others in counteracting Defendant’s alleged violations. (*Id.* at 28.) CREW claims that these expenditures have all come “at the detriment of CREW’s efforts to perform mission-critical work that it would otherwise perform.” (*Id.*)

Defendant argues that CREW lacks standing because it fails to allege sufficient injury in fact resulting from Defendant's alleged violations of the Emoluments Clauses. (Mot. at 8.) In particular, Defendant claims that CREW's voluntary diversion of resources, and the type of injury it claims to have suffered as a result, is "self-inflicted" and too abstract to confer standing. (*Id.* at 8–9.)

CREW's organizational standing argument relies principally on the Supreme Court's decision in *Havens Realty Corp. v. Coleman*, 455 U.S. 363 (1982), and its progeny. In *Havens*, Housing Opportunities Made Equal ("HOME"), a nonprofit corporation, brought suit alleging that the defendants tried to steer members of racial and ethnic groups to buildings occupied primarily by members of the same groups and away from buildings and neighborhoods inhabited primarily by members of other races or groups in violation of the Fair Housing Act of 1968. *Id.* at 366–67 & n.1. The organization's mission was to increase equal opportunity in housing through, among other ways, operating a housing counseling service and investigating and referring complaints concerning housing discrimination. HOME argued that it had standing because these activities were frustrated by the defendants' conduct. *Id.* at 368–69. The Court held that HOME would suffer an injury in fact if the defendants' racial steering practices "perceptibly impaired" its ability to provide counseling and referring services to its members: "[s]uch concrete and demonstrable injury to the organization's activities—with the consequent drain on the organization's resources—constitutes far more than simply a setback to the organization's abstract social interests[.]" *Id.* at 379.

Following *Havens*, the Second Circuit has held that an organization has standing where the defendant's conduct or policy interferes with or burdens an organization's ability to carry out its usual activities. *See, e.g., Centro de la Comunidad Hispana de Locust Valley v. Town of Oyster*

Bay, 868 F.3d 104, 110 (2d Cir. 2017) (“[I]f the Ordinance achieves one of its principal objectives—disbursement of day laborers—[the organization] will inevitably face increased difficulty in meeting with and organizing those laborers.”); *N.Y. Civil Liberties Union*, 684 F.3d at 295 (the organization’s ability to represent its clients in administrative hearings was “impeded” by the defendant’s policy barring public access to such hearings). These decisions found organizational standing under *Havens* appropriate where there was a clear, articulable nexus between the challenged conduct or policy and its effects on the organization’s ability to carry out specific functions within its purview.

Other Second Circuit decisions have extended *Havens* beyond the circumstance where an organization’s activities are impaired *per se*. Those cases establish that an organization has standing where it is forced to expend resources to prevent some adverse or harmful consequence on a well-defined and particularized class of individuals. *See, e.g., Centro*, 868 F.3d at 110 (a local ordinance regulating the ability of day laborers to solicit employment will “force” the organization to expend greater resources since “if the laborers are dispersed, it will be more costly to reach them”); *Olsen v. Stark Homes, Inc.*, 759 F.3d 140, 158 (2d Cir. 2014) (the plaintiff, a non-profit corporation devoted to fair-housing advocacy and counseling, expended resources to investigate its clients’ housing discrimination claims and advocate on their behalf); *Mental Disability Law Clinic, Touro Law Ctr. v. Hogan*, 519 F. App’x 714, 716–17 (2d Cir. 2013) (the plaintiff organization expended resources to challenge the state mental health agency’s policy of asserting counterclaims for outstanding treatment charges against patients who sued the agency and thereby discouraged patients from bringing such suits). Though the plaintiff organizations in these cases each pressed somewhat different claims, the common thread is clear: an organization was compelled to act, “with a consequent drain on [its] resources[.]” *Havens*, 455 U.S. at 379, to

remedy and counter the adverse consequences flowing from the defendant's conduct or policy. Put differently, the organization's expenditure of resources is prompted by a desire to prevent or limit some harm to a "legally protected interest." *Lujan*, 504 U.S. at 560.

Here, CREW fails to allege either that Defendant's actions have impeded its ability to perform a particular mission-related activity, or that it was forced to expend resources to counteract and remedy the adverse consequences or harmful effects of Defendant's conduct. As noted, the plaintiff organizations in the cases cited by CREW were all driven to expend resources they would not have otherwise spent to avert or remedy some harm to a definable class of protected interests—for example, the right of individuals to pursue housing free from discrimination, or of day laborers to solicit employment—caused by the defendant's actions or policies. CREW, by contrast, may have diverted some of its resources to address conduct it may consider unconstitutional, but which has caused no legally cognizable adverse consequences, tangible or otherwise, necessitating the expenditure of organizational resources.⁵ See *New York v. U.S. Army Corps of Eng'rs*, 896 F. Supp. 2d 180, 195 (E.D.N.Y. 2012) (rejecting argument that organization was injured by having to divert resources where "no one's concrete interests [were] invaded, [and thus] there [was] no initial injury to counter"). CREW has therefore failed to allege that it has been "perceptibly impaired" by Defendant's actions. *Havens*, 455 U.S. at 379. Divorced from any concrete and legally cognizable impact caused by Defendant's conduct, CREW's allegations of injury amount to no more than an "abstract concern with a subject that could be affected by an adjudication."

⁵ Although CREW's co-plaintiffs allege personal harm in the form of increased competition, as explained above, those injuries are not legally cognizable since they are neither fairly traceable to Defendant's conduct, nor are they capable of being redressed by a favorable decision on the merits. Moreover, as explained above, the harm they allege falls outside the Emoluments Clauses' zone of interests since increased competition is not an interest that those Clauses were designed to protect. See Part III.A.2.

Simon, 426 U.S. at 40. As the Supreme Court has made clear, “a mere ‘interest in a problem,’ no matter how longstanding the interest and no matter how qualified the organization is in evaluating the problem, is not sufficient” to confer standing on an organization. *Sierra Club v. Morton*, 405 U.S. 727, 739 (1972).

To be sure, CREW alleges that the time, money, and attention it has diverted to this litigation from other projects have placed a significant drain on its limited resources. But such an allegation, by itself, is insufficient to establish an injury in fact. CREW’s decision to investigate and challenge Defendant’s actions under the Domestic and Foreign Emoluments Clauses at the expense of its other initiatives reflects a choice about where and how to allocate its resources—one that almost all organizations with finite resources have to make.⁶ (See SAC ¶ 175 (“[I]t is essential that CREW *prioritize* Defendant’s violations of the Emoluments Clauses and conflicts of interest over those of lower level officials”) (emphasis added).) If CREW could satisfy the standing requirement on this basis alone, it is difficult to see how any organization that claims it has directed resources to one project rather than another would not automatically have standing to sue. Under CREW’s unbounded definition of standing, for example, a news organization could sue the President by alleging that one or more of his statements forced it to divert resources away from a different story it might have pursued. Surely something more is required to satisfy Article III standing, particularly where, as here, the plaintiff organization purports to be acting on behalf of the public as a whole. (See *id.* ¶ 154.)

⁶ Similarly unavailing are CREW’s allegations that it has had to expend resources responding to press inquiries. Again, those allegations concerning where and how CREW allocates its resources are insufficient to constitute a legally cognizable injury in fact insofar as they are entirely self-inflicted and not borne out of CREW’s need to remedy any particular adverse consequence or harmful effect of Defendant’s conduct.

Moreover, CREW's entire reason for being is to investigate and combat corruption and reduce the influence of money in politics through, among other things, education, advocacy, and litigation. (*Id.* ¶¶ 21–22.) CREW is thus not wasting resources by educating the public and issuing statements concerning the effects of Defendant's alleged constitutional violations or even by filing suit; this is exactly *how* an organization like CREW spends its resources in the ordinary course. It therefore stands to reason that spending resources to investigate and challenge Defendant's alleged violations of the Domestic and Foreign Emoluments Clauses does not itself impose on CREW a concrete or particularized injury. *See Doe v. Vill. of Mamaroneck*, 462 F. Supp. 2d 520, 542 (S.D.N.Y. 2006); *Small v. Gen. Nutrition Cos., Inc.*, 388 F. Supp. 2d 83, 95 (E.D.N.Y. 2005).

The Second Circuit's decision in *Ragin v. Harry Macklowe Real Estate Co.*, 6 F.3d 898 (2d Cir. 1993), which CREW relies on, (Opp'n at 28–29), does not suggest a contrary result. In *Ragin*, the plaintiff organization brought suit under the Fair Housing Act challenging the defendant's racially discriminatory advertising practices. 6 F.3d at 901. The court found that the organization had standing because it “was forced” to spend time investigating and remedying the advertisements, including through filing an administrative complaint and a lawsuit in federal court, which prevented it from devoting more time and energy to its “regular tasks” of providing counseling and referral services. *Id.* at 905. In addition, the court noted, “[t]hat *some* of the [organization's] time was spent exclusively on litigating this action [did] not deprive [it] of standing.” *Id.* (emphasis added). Here, CREW alleges that it was injured by having to divert resources to investigate and counteract Defendant's constitutional violations. But nearly *all* of the resources it expended were either in anticipation or direct furtherance of this litigation. *Ragin* is thus distinguishable.

Nnebe v. Daus, 644 F.3d 147 (2d Cir. 2011), is similarly distinguishable. There, the plaintiff organization brought suit under 42 U.S.C. § 1983 and the First and Fourteenth Amendments challenging an administrative rule pursuant to which taxi drivers' licenses were automatically suspended upon arrest for certain enumerated criminal charges. 644 F.3d at 149. The court recognized a circuit split on the issue of whether "litigation expenses alone [can] constitute damage sufficient to support standing" but reaffirmed *Ragin* as "good law" and observed that contrary decisions were "largely concerned with the capacity of organizations to 'manufacture' standing by bringing a suit." *Id.* (citations omitted). One such case, for example, involved a claim by an organization that it "suffered palpable injury when it was forced to divert resources to investigat[e] . . . classified advertisements placed in the defendant newspapers . . . for evidence of discrimination." *Id.* (quoting *Fair Hous. Council of Suburban Phila. v. Montgomery Newspapers*, 141 F.3d 71, 78 (3d Cir. 1998)). In *Nnebe*, the court noted that the plaintiff organization was not "trolling for grounds to litigate" but rather "allocated resources to assist drivers only when another party—the City—ha[d] initiated proceedings against one of its members." 644 F.3d at 157–58.

Unlike the plaintiff organization in *Nnebe*, CREW did not expend resources in response to an "unbidden injury." *Centro*, 868 F.3d at 122 (Jacobs, J., dissenting). Rather, it sought out and voluntarily undertook efforts to investigate, research, and ultimately bring suit over Defendant's allegedly unlawful conduct, raising the prospect of manufactured standing, about which courts are justifiably concerned. *See Steel Co. v. Citizens for a Better Env't*, 523 U.S. 83, 107 (1998) ("Obviously, . . . a plaintiff cannot achieve standing to litigate a substantive issue for the cost of bringing suit."); *Spann*, 899 F.2d at 27 ("An organization cannot, of course, manufacture the injury necessary to maintain a suit from its expenditure of resources on that very suit. Were the rule

otherwise, any litigant could create injury in fact by bringing a case, and Article III would present no real limitation.”) (Ginsburg, J.).

Since Plaintiff CREW has failed to adequately plead a cognizable injury in fact, it lacks standing to sue under Article III.

IV. PRUDENTIAL CONSIDERATIONS

In addition to the other grounds upon which he seeks dismissal, Defendant argues that Plaintiffs’ claims under the Foreign Emoluments Clause should be dismissed for certain prudential reasons. First, Defendant argues that Plaintiffs’ claims are better left resolved through the “political process,” rather than the courts, because Congress is “far better equipped” to address whether Defendant’s particular activities violate the Foreign Emoluments Clause. (Opp’n at 50.) Defendant points out that Congress has more tools at its disposal, including the ability to legislate and consent to Foreign Emoluments Clause violations. (*Id.*)

Defendant seems to argue, without explicitly stating so, that the “political question” doctrine bars Plaintiffs’ claims. The doctrine would suggest that Plaintiffs’ suit presents a political issue that should be resolved between Congress and the President, without any preemptive interference from the Judiciary.

Plaintiffs’ Foreign Emoluments Clause claims do implicate political question concerns. The political question doctrine has its roots in the separation of powers and is ultimately a doctrine of justiciability. It bars courts from deciding cases that are inappropriate for judicial resolution based on a lack of judicial authority or competence, or other prudential considerations. As originally articulated by the Supreme Court in *Baker v. Carr*, a case may be dismissed on the basis of the political question doctrine if there exists: “[1] a textually demonstrable constitutional commitment of the issue [at hand] to a coordinate political department; [2] a lack of judicially

discoverable and manageable standards for resolving it; [3] the impossibility of deciding without an initial policy determination of a kind clearly for nonjudicial discretion; [4] the impossibility of a court's undertaking independent resolution without expressing lack of the respect due coordinate branches of government; [5] an unusual need for unquestioning adherence to a political decision already made; or [6] the potentiality of embarrassment from multifarious pronouncements by various departments on one question.” 369 U.S. 186, 217 (1962).

Each of these factors may serve as an independent ground for dismissal. *See Vieth v. Jubelirer*, 541 U.S. 267, 277–78 (2004). The first factor addresses a court's legal authority to resolve the particular issue presented, the second and third focus on the Judiciary's competence to do so, and the final three concern prudential considerations that may counsel against a court's resolution of the issue. The *Baker* factors are generally viewed as being listed in descending order of importance. *Vieth*, 541 U.S. at 278. In fact, cases applying *Baker* have placed a disproportionate emphasis on the first two factors. *See Alperin v. Vatican Bank*, 410 F.3d 532, 545 (9th Cir. 2005) (collecting cases).

Here, the issue presented under the Foreign Emoluments Clause is whether Defendant can continue to receive income from his business with foreign governments without the consent of Congress. As the explicit language of the Foreign Emoluments Clause makes clear, this is an issue committed exclusively to Congress. As the only political branch with the power to consent to violations of the Foreign Emoluments Clause, Congress is the appropriate body to determine whether, and to what extent, Defendant's conduct unlawfully infringes on that power. If Congress determines that an infringement has occurred, it is up to Congress to decide whether to challenge or acquiesce to Defendant's conduct. As such, this case presents a non-justiciable political question.

Defendant also suggests that Plaintiffs' case should be dismissed because Congress has yet to take any action with respect to Defendant's alleged violations of the Foreign Emoluments Clause. Defendant notes that if Congress wanted to do something about Defendant's conduct, it could. (Opp'n at 50.) Congress could, for example, enact legislation codifying its views by statute or expand the Constitution's conflict-of-interest protections. (*Id.*) But, because Congress has yet to take any action with respect to Defendant's alleged violations, Defendant contends that Plaintiffs' Foreign Emoluments Clause claims are premature. (*See id.*)

Plaintiffs' Foreign Emoluments Clause claims are indeed not ripe for judicial review. Ripeness is a different justiciability doctrine designed to prevent courts from prematurely adjudicating cases. *See Abbot Labs. v. Gardner*, 387 U.S. 136, 148–49 (1976). In *Goldwater v. Carter*, 444 U.S. 996 (1979), Justice Powell articulated a test to be used in cases involving a confrontation between the legislative and executive branches to determine whether the issue presented was ripe for review, which is particularly instructive here. In that case, members of Congress brought suit against President Carter after he announced his intention to unilaterally terminate a mutual defense treaty between the United States and Taiwan. *Goldwater v. Carter*, 617 F.2d 697, 700–01 (D.C. Cir. 1979), *vacated*, 444 U.S. 996 (1979). The plaintiffs there claimed that such action, without ratification from the Senate, infringed upon Congress's treaty power. *Id.* The D.C. Circuit reversed the lower court's ruling and held that the President did not exceed his constitutional authority in terminating the treaty. *Id.* at 709.

In remanding the case with instructions to dismiss the complaint, Justice Powell stated that “a dispute between Congress and the President is not ready for judicial review unless and until each branch has taken action asserting its constitutional authority.” *Goldwater*, 444 U.S. at 996. He noted further that “[t]he Judicial Branch should not decide issues affecting the allocation of

power between the President and Congress until the political branches reach a constitutional impasse.” *Id.* In the *Goldwater* case, Justice Powell explained that no such impasse had been reached because Congress had yet to take any action either denouncing or approving the President’s actions.⁷ *Id.* at 998.

Here, Plaintiffs’ suit implicates a similar concern regarding a conflict between two co-equal branches of government that has yet to mature. As indicated earlier, the Foreign Emoluments Clause makes clear that Congress, and Congress alone, has the authority to consent to violations of that clause. Plaintiffs’ principal allegation is that Defendant has completely ignored this balance of power by continuing to accept emoluments without Congressional approval. (SAC ¶¶ 39–42.) As such, this case involves a conflict between Congress and the President in which this Court should not interfere unless and until Congress has asserted its authority and taken some sort of action with respect to Defendant’s alleged constitutional violations of its consent power.⁸

At this stage, it would be “both premature and presumptuous for [a court] to render a decision on the issue of [whether Congress’s consent] is required at this time or in the near future when . . . Congress itself has provided no indication whether it deems such [consent] either necessary, on the one hand, or imprudent, on the other.” *Dellums v. Bush*, 752 F. Supp. 1141, 1149–50 (D.D.C. 1990). If Congress wishes to confront Defendant over a perceived violation of the Foreign Emoluments Clause, it can take action. However, if it chooses not to, “it is not [this Court’s] task to do so.” *Goldwater*, 444 U.S. at 998. This Court will not tell Congress how it

⁷ Subsequent cases have followed Justice Powell’s reasoning in *Goldwater* in dismissing a case on ripeness grounds. See, e.g., *Sanchez-Espinoza v. Reagan*, 770 F.2d 202, 210 (D.C. Cir. 1985) (Ginsburg, J., concurring); *Dellums v. Bush*, 752 F. Supp. 1141, 1149–51 (D.D.C. 1990); *Lowry v. Reagan*, 676 F. Supp. 333, 339 (D.D.C. 1987).

⁸ Congress is not a potted plant. It is a co-equal branch of the federal government with the power to act as a body in response to Defendant’s alleged Foreign Emoluments Clause violations, if it chooses to do so.

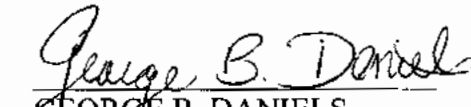
should or should not assert its power in responding to Defendant's alleged violations of the Foreign Emoluments Clause. In short, unless and until Congress speaks on this issue, Plaintiffs' Foreign Emoluments Clause claims are not ripe for adjudication.

V. CONCLUSION

Defendant's motion to dismiss is GRANTED. Accordingly, Plaintiffs' claims and this case are DISMISSED.

Dated: New York, New York
December 21, 2017

SO ORDERED.



GEORGE B. DANIELS
United States District Judge

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

-----X
CITIZENS FOR RESPONSIBILITY AND
ETHICS IN WASHINGTON, RESTAURANT
OPPORTUNITIES CENTERS UNITED, INC.
JILL PHANEUF, and ERIC GOODE,
Plaintiffs,

-against-

USDC SDNY
DOCUMENT
ELECTRONICALLY FILED
DOC #:
DATE FILED: 12/21/2017

17 CIVIL 458 (GBD)

JUDGMENT

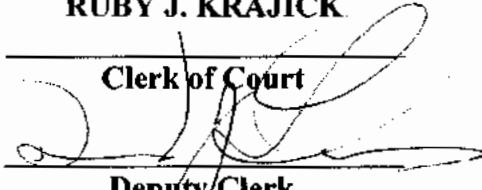
DONALD J. TRUMP. In his official capacity as
President of the United States of America,
Defendant.
-----X

Defendant having moved to dismiss this lawsuit for lack of subject matter jurisdiction pursuant to Fed. R. Civ. P. Rule 12(b)(1), Defendant also moves to dismiss this case for failure to state a claim under the Emoluments Clauses pursuant to Fed. R. Civ. P. Rule 12(b)(6), and the matter having come before the Honorable George B. Daniels, United States District Judge, and the Court, on December 21, 2017, having rendered its Memorandum Decision and Order granting Defendants' motion to dismiss for lack of standing under Rule 12(b)(1); accordingly, dismissing Plaintiffs' claims and this case, it is,

ORDERED, ADJUDGED AND DECREED: That for the reasons stated in the Court's Memorandum Decision and Order dated December 21, 2017, Defendant's motion to dismiss for lack of standing under Rule 12(b)(1) is granted; accordingly, Plaintiffs' claims and this case are dismissed.

Dated: New York, New York
December 21, 2017

RUBY J. KRAJICK

Clerk of Court
BY: 

Deputy Clerk

THIS DOCUMENT WAS ENTERED
ON THE DOCKET ON 12/21/17

**IN THE UNITED STATES DISTRICT COURT FOR THE
SOUTHERN DISTRICT OF NEW YORK**

CITIZENS FOR RESPONSIBILITY AND ETHICS
IN WASHINGTON, RESTAURANT
OPPORTUNITIES CENTERS (ROC) UNITED,
INC., JILL PHANEUF, and ERIC GOODE,

Plaintiffs,

v.

DONALD J. TRUMP, in his official capacity as
President of the United States of America,

Defendant.

Civil Action No. 1:17-cv-00458-GBD

PLAINTIFFS' NOTICE OF APPEAL

Notice is hereby given that all plaintiffs in this case appeal to the United States Court of Appeals for the Second Circuit from this Court's order of December 21, 2017 (ECF No. 103), which granted the defendant's motion to dismiss, as well as the accompanying final judgment entered that same day (ECF No. 104).

Dated: February 16, 2018

Respectfully submitted,

GUPTA WESSLER PLLC

By: /s/ Deepak Gupta
Deepak Gupta

NORMAN L. EISEN
RICHARD W. PAINTER
NOAH BOOKBINDER
STUART C. MCPHAIL
ADAM J. RAPPAPORT
Citizens for Responsibility and Ethics in
Washington
455 Massachusetts Avenue, N.W.
Washington, DC 20001
(202) 408-5565

*Attorneys for Plaintiffs Citizens for Responsibility
and Ethics in Washington (CREW)*

DEEPAK GUPTA**
JONATHAN E. TAYLOR
JOSHUA MATZ
MATTHEW W.H. WESSLER
Gupta Wessler PLLC
1900 L Street, N.W., Suite 312
Washington, DC 20009
(202) 888-1741
deepak@guptawessler.com

JOSEPH M. SELLERS**
DANIEL A. SMALL**
CHRISTINE E. WEBBER
ROBERT A. BRAUN
GEORGE F. FARAH
ELIZABETH ANISKEVICH
Cohen Milstein Sellers & Toll PLLC
1100 New York Avenue, N.W.
Washington, DC 20005
(202) 408-4600
jsellers@cohenmilstein.com

*Attorneys for Plaintiffs Citizens for Responsibility
and Ethics in Washington (CREW), Restaurant
Opportunities Centers (ROC) United, Inc., Jill
Phaneuf, and Eric Goode*

LAURENCE H. TRIBE*
Carl M. Loeb University Professor
and Professor of Constitutional Law
Harvard Law School
1575 Massachusetts Avenue
Cambridge, MA 02138
(617) 495-1767

ZEPHYR TEACHOUT*
Associate Professor of Law
Fordham Law School
150 West 62nd Street
New York, NY 10036
(646) 312-8722

ERWIN CHEMERINSKY*
Dean of the School of Law
University of California, Berkeley
215 Boalt Hall
Berkeley, CA 94720
(510) 642-6483

**Affiliations noted for identification purposes only*

***Admitted pro hac vice*

CERTIFICATE OF SERVICE

I hereby certify that on February 16, 2018, I electronically filed this notice of appeal through this Court's CM/ECF system. I understand that notice of this filing will be sent to all parties by operation of the Court's electronic filing system.

/s/ Deepak Gupta
Deepak Gupta

CERTIFICATE OF SERVICE

I hereby certify that on April 24, 2018, I electronically filed the foregoing joint appendix with the Clerk of the Court for the U.S. Court of Appeals for the Second Circuit by using the CM/ECF system. All participants are registered CM/ECF users, and will be served by the appellate CM/ECF system.

/s/ Deepak Gupta
Deepak Gupta