Smith, John vs Steinkamper, Bernard 1852 St. Louis Co 305/3

557/23
Ryland affirm

Smith gave horse + promise of warranty
Stein gave oxen + $10

Smith sued
Stein won $40

State of Missouri
County of St Louis } Pleas held before the Law Commissioner of St Louis County.

Be it Remembered that on the 30th day of August A D 1857. was filed in the office of said Law Commissioner a certain appeal from Enoch Berry a Justice of the Peace within and for the township of Bonhomme and County of St Louis between John Smith plaintiff and Bernard Steinkemper defendant the bill of items or account on which the said suit before said Justice was founded as appears from the papers of said appeal is in the words and figures following towit:

July the 28th 1857.

"Mr Barrot Stincamber Dr
To John Smith
To 10 Dollars on trading a yoke of Steers for a horse $10,00
Note Ambo E Stein Ephraim Kinkead William S Hibler Witness."

Whereupon the following summons was issued towit:

"State of Missouri,
To the Constable of Bonhomme Township in St Louis County Greeting
You are hereby commanded to summon Bernard Steinkemper to appear before the undersigned Justice of the peace within and for said Township & County on the 23rd day of August 1857. at the
Summons " " hour of Ten Oclock A M at my office in said Township to answer the complaint of John Smith on account of 10.00 dollars
Given under my hand this July 29th 1857.
Enoch Berry. Justice of the Peace —"

Constables Return.

"I have served the within by reading the same to the within named defendant August 2nd 1857. Levi Defoe Constable of Bonhomme Township."

(1)

2 The offset filed in this cause by the defendant is in the words and figures following to wit:

Offset

May 1851. John Smith To Bernard Steincamber Dr

To 1 Yoke. Oxen	worth	$ 40. "
To use of Same - 3. months		15. "
		$ 55 —

The following are all the Entries made in the Docket of the said Justice as appears from a transcript thereof filed with the said appeal to wit:

John Smith vs Bernard Steinkemper } July 29th 1857. Assumpsit on an account for ten dollars filed. Summons in assumpsit issued against defendant on the 29th day of July 1857. Returnable on the 23rd day of August 1857 at the hour of ten O'clock A.M. and directed to Levi Defoe Constable of Bonhomme Township August 23rd 1857. Summons returned executed on the Defendant. Plaintiff and defendant appeared, defendant claimed and pleaded an offsett against the plaintiff demand of an account of 55.00 dollars set-off filed the defendant demanded a Jury venire issued returned served on William D Bacon William G. Stuart William Triplett. Richard Chesley George W Loper & John S. Bimberg who were severally sworn well and truly to try the issue the proofs being heard the cause submitted to the Jury who on the same day returned a verdict in favor of the defendant for 40.00 Dollars. It is therefore considered that Judgment be given upon the said Verdict in favor of said defendant and against said plaintiff for the said sum of forty dollars & for the costs in this behalf Whereupon the said plaintiff prayed for an appeal to the Law Commissioners Court and entered into a recognizance in the sum of One hundred dollars with Alfred Smith Security appeal Allowed

Docket Entries

Judgment	$ 40.00
Justices costs	3.63
Constables fees	3.50
Jury fee	1.50
Witness fees John Pump	.50
Nathan Jones 50 Henry Walter 50	1.00
Anthony Longuest	.50
Peter Young interpreter	75
Enoch Berry justice of the peace of Bonhomme Township –	51.08

The following is a true copy of the affidavit made on behalf of the plaintiff for an appeal of their cause together with the recognizance of appeal to wit!

State of Missouri } ss.
County of St Louis } Be it Remembered that on this 23rd day of August 1851. personally appeared before the undersigned Justice of the Peace within and for said County, John Smith and being duly sworn upon his oath says that the application for an appeal is not made for Vexation or delay, but because he believes the appellant is injured by the Judgment of the Justice

affidavit

Sworn to and subscribed to before me this day and date above written } John Smith
Enoch Berry
Justice of the Peace

We the undersigned John Smith and Alfred Smith acknowledge ourselves indebted to Bernard Steinkemper in the sum of One hundred dollars to be void upon this condition. Whereas John Smith has appealed from the Judgment of Enoch Berry a Justice of the peace in an Action between John Smith plaintiff and Bernard Steinkemper Defendant Now if on such appeal the Judgment of the Justice be affirmed or if on the trial anew in the Law Commissioners Court Judgment be given against the appellant and he shall satisfy such Judgment or if his appeal shall be dismissed and he shall pay the Judgment of the Justice together with the costs of the appeal the recognizance shall be void.

Appeal Bond
" "

Attest } John Smith
Enoch Berry Justice } Alfred his + mark Smith "
of the Peace.

And afterwards to wit! on the 25th day of September 1851. the following order was made to wit!

"John Smith
" Bernard Steinkemper } Ordered that this cause be and the same is continued to tomorrow the 26th Inst.
"

(3.)

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And afterwards towit! on the 26th day of September 1857. the following order was made towit!

Contd " " John Smith } Ordered that this suit be continued to
Bernard Steinkemper } the 15th of October inst "

And afterwards towit! on the 2nd day of October 1857 the following order was made towit!

Contd " " John Smith } On motion of the defendant by his attorney
Bernard Steinkemper } this cause is continued to the 16th of October Inst. "

And afterwards towit on the 8th day of October 1857. the following order was made towit!

John Smith } The Deposition of Nathan Jones was
Bernard Steinkemper } this day opened and filed — "

The Deposition of Nathan Jones. filed with the papers in this cause on the 8th day of October 1857. is in the words and figures following towit!

John Smith. } Law Commissioners Court —
Bernard Steinkemper } To the above named plaintiff

Deposition " " Take notice that on the 4th day of October 1857. between the hours of eight O'clock in the morning and five Oclock in the afternoon depositions will be taken at the house of Mr Nathan Jones on the Manchester Road in St Louis County about two miles eastwardly of the Village of Manchester to be read in evidence on the trial of the above entitled cause on the part of the defendant & if the taking of said depositions be not completed on that day it will be continued from day to day between the hours and at the same place until finished

C. C. Simmons atty for Deft —

I accept service of the above & waive further notice Octr 2 1857.

H M Dedman atty for Pltff

Deposition of Nathan Jones taken to be read in evidence in the Law Commissioners Court, in a matter in controversy wherein John Smith is ~~partly~~ plaintiff and Bernhard Steinkemper is defendant, on the part of the defendant.

The deponent being duly sworn upon his oath, being asked what time he was called to see the horse, says that Mr Steinkemper brought the horse to him some time in may last 1857. does not recollect what time in may. says that he is a horse farrier or passed for that for 35 years says he believes the horse to be the same horse that he Steinkemper got from plaintiff Smith says ~~there appeared~~ there appeared to be a deficiency in the horses right hind leg the toe appeared to be dragged off, is the only evidence he had for supposing the disease to be of long standing says he did not consider the horse to be cured he almost considered him to be a 3 legged horse he says he had no idea that the horse could be cured he has no idea how long the horse had been diseased, but thinks it could not be of short duration, being asked what the colour of the horse was says he was a roan horse about 15 hands high Nathan Jones

Deposition.

Sworn to & subscribed to before me this 4th day of October 1857.

Enoch Berry Justice of the peace –

State of Missouri }
County of St Louis } I Enoch Berry a Justice of the peace within & for Bonhomme Township in St Louis county and State aforesaid certify that Nathan Jones whose name is subscribed to the foregoing depositions was by me first duly sworn to testify to the whole truth relative to the matter in controversy between John Smith and Bernard Steinkemper

Given under my hand this 4th day of October 1857

Enoch Berry. Justice of the peace – "

And afterwards towit on the 16th day of October 1857 the following order was made towit!

Contd

"John Smith }
Bernard Steinkemper } Continued to the 31st of October 1857. "

(6)

And afterwards towit! on the 31st day of October 1857. the following order was made towit!

"John Smith } By order of the Court this cause is
Contd " Bernard Steinkemper } continued to the 18th day of November
1857. at the hour of 10 Oclock AM. "

And afterwards towit on the 20th day of November AD 1857. the following proceedings were had in this cause towit!

"John Smith } Now at this day come the parties by their
vs Bernard Steinkemper } attornies, and waive a Jury and submit
the cause to the Court. Whereupon the Court being fully advised
of all and singular the premises doth find that the plaintiff is indebted
Judgt " to the defendant in the sum Forty dollars. It is therefore considered
" by the Court that the defendant recover against the plaintiff the debt
aforesaid in form aforesaid by the Court found, also his costs and
charges in this behalf expended and that he have thereof execution "

And afterwards towit! on the 24th day of November 1857 the following order was made towit!

"John Smith } Now at this day comes the plaintiff by his
Mo to set aside judgt " Bernard Steinkemper } attorney and moves the Court to set aside
the judgment herein and grant him a new trial and files his
reasons therefor "

"The Motion of plaintiff by his attorney filed with the papers in this cause on the 24th day of November AD 1857. is in the words and figures following towit!

"John Smith } In the Law Commissioners Court of
Bernard Steinkemper } St Louis County.
Now at this day comes the plaintiff by his atty H N Dedman
And moves the Court to set aside its verdict and judgment
herein rendered & grant a New trial for the following reasons

Reasons for New Trial

1st Because the Court erred in refusing to declare the law as asked & prayed by the Plff.

2d. Because the Court erred in declareing the law as asked by the deft

3d The Court found its verdict and Judgment contrary to law

4th Because the Court gave Judgment contrary to the evidence

5th Because the Court found its verdict and Judgment contrary to both the law and evidence —

John Smith by his atty M N Dedman —

And afterwards to wit: on the 10th day of January 1852. the following order was made to wit:

John Smith vs Bernard Steinkemper } Now at this day come the parties by their attornies and the motion of the plaintiff to set aside the Judgment and grant a New trial herein. comes on to be heard. Whereupon the Court being fully advised of all and singular the premises doth consider that the said motion be and the same is overruled

Mo Overruled

And afterwards to wit: on the 12th day of January 1852 the following order was made to wit:

John Smith vs Bernard Stein Kemper } Now at this day comes the plaintiff by his attorney and files his Bill of Exceptions

And now to wit: on the 12th day of January A D 1852 comes the plaintiff by his attorney and files his Bill of Exceptions which Bill of Exceptions is in words and figures following to wit:

Bill of Exceptions

Be it Remembered that the 30th day of August A D 1851. was filed in the office of the law Commissioner's Court of St Louis County the following original papers from the office of Justice Cuvel Berry a Justice of the Peace of Bonhomme Township in St Louis County (see page) and on the 20th day of November 1851. came the parties by their attorneys and the pltff to support

(8)

the Pltff on his side introduced the following evidence
Ephraim Rigstead being sworn testified that the defendant told me he owed Smith the plaintiff the sum of ten dollars being the difference between the horse and the oxen which horse the pltff Smith sold to Stein Kemper for the oxen.
I sold the horse to Smith the Pltff for forty dollars and Smith sold the horse to Stein Kemper the Deft. I was some three or four days previous to the tirial before the Justice that I heard Stein Kemper say he owed Smith ten dollars at a Beer house in St Louis County I heard Stein Kemper say that he would treat the crowd if Smith would let him off with from the payment of the ten dollars —

Bill of Exceptions

Oliver Pellons sworn I know the horse and I worked him about the Middle of April he was then a sound horse I never saw the horse after the sale he was worth I suppose $60, or $65. he was a sound work horse two weeks before Smith traded him to Stein Kemper, I saw him the day he was traded.
John L. Smith testified I knew the horse upwards of three months previous to the trade I considered him a sound able bodied horse The Pltff here closed his evidence. The defendant then introduced on his part the following evidence —
Broga Kline testified I was present when the parties traded it was about the first of May they both came to my house the defendant said he would give ten dollars and the oxen for the horse if the horse was sound. the deft Stein Kemper took the horse and Smith took the oxen Stein camper did not then pay him the ten dollars promised to do so Smith the pltff said if the horse was not sound I will take him back and give back the oxen I saw deft work the horse. he did not work well he was stiff his hoof slipped off The trade was on the first of May the horse died the day before the Trial at Manchester before the Justice some time in July
This Witness (Kline) also testified that he was present at the conversation spoken of by the first witness The defendant said he was to give the oxen and ten dollars for the horse. He (the defendant) complained that he had been cheated in the trade but that he was a poor man and afraid to law if

Smith moved let him off from paying the ten dollars he moved
treat the crowd to say no more about it.
Jacob Pump testified I went with the defendant to the Pltff
talked about the trade the next day at Steincampers I saw
the horse work he did not work well his right hind foot gave
way the 3 day after the trade Steincamper and myself went
to Smiths we did not take the horse back we could not
take him he fell down Steincamper demanded his oxen
told Smith to take his horse back which Smith
refused – George Jackson testified I seen the horse he is
unsound and I saw the horse fall down with the brother of the
plaintiff on him at a point in the road opposite my house
This was before the trade –
The defendant then introduced the deposition of Nathan
Jones to which the Pltff duly excepted. (See page)
Mr Walton testified I saw the horse some two or three days
after the trade he had a defect in his right hind leg.
The defendant then rested his case and this was all the evi=
dence introduced the pltff then prayed the Court to grant
the following instructions 1st The Court sitting as a Jury will
declare the law to be as follows that in the present case
the deft can not set off the value of the oxen to the pltffs
claim but deft is driven to his action –
2d And the said value can only be pleaded as failure of
Consideration – Which the Court refused to grant, and the
Pltff duly excepted The defendant by his attorney then prayed
the Court to give the following instructions
If the jury believe from the evidence that the horse in question was
warranted sound and able to work well that the defendant took
the horse upon the strength of representations of the plaintiff and
upon fair trial of said horse he was found ~~unable~~ unable to work
well or was so far unsound as to impair his value and render
him unserviceable to the defendant said plaintiff cannot re=
cover the price agreed to be paid by the defendant if the defendant
within a reasonable time notified the plaintiff of the unsound=
ness of said horse and offered to return him =
If the jury believes that defendant paid in part for said horse

Bill of Exceptions

Refused

granted

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(10)

with a yoke of oxen & that the Agreement between the parties was that the oxen should be returned to the defendant & the horse given up to the plaintiff if found to be unsound & unable to work well and that said horse was unsound and unable to work well when sold & that the defendant upon ascertaining the fact offered to return said horse & demanded his oxen. the defendant may in this suit set off the Value of said oxen against the demand in this cause - which the court granted to the granting of said instructions the Pleff by his attorney duly excepted the Court then gave Judgment for the defendant for the sum of forty dollars to which the pleff excepted And on the 24th day of November 1851 - within four days from the rendition of the Judgment the pleff by his atty filed his motion & reasons for a New trial (see page) And on the 10th day of January 1852 the Court heard and overruled his said motion to which the pleff duly excepted And now on the 12th day of January 1852 comes the Pleff and files this his bill of exceptions and prays the Court to sign and seal this his said Bill of exceptions and that the same may be made a part of the record which is done accordingly. John W. Colin.

Granted

Bill of Exceptions

The Law Com of St Louis County Seal

And now to wit: on the 26th day of January 1852 comes the plaintiff by his attorney and files an appeal Bond and prays an appeal from the Judgment of the court herein rendered to the Supreme Court of the State of Missouri. which is granted according said appeal is in the words and figures following to wit;

"Know all Men by these presents. that we John Smith as principal and John L. Smith as security are indebted to Bernard Steincamper in the sum of Eighty dollars for the payment whereof we bind ourselves our heirs executors and administrators. jointly and severally firmly

by these presents sealed with our seals and dated at St Louis this the 26th day of January eighteen hundred and fifty 3
The condition of this obligation is such that whereas
Appeal Bond
John Smith has appealed from the Judgment rendered against him and in favor of Bernard Steincamper in the Law Commissioners Court of the county of St Louis for the sum of Forty dollars. together with the costs in said Suit expended Now if the said appellant will pay all costs and damages that may be awarded against him occasioned by such appeal and he shall prosecute his appeal and shall perform such Judgment as shall be given by the Supreme Court and such as the Supreme Court may direct the Law Commissioners Court of the County of St Louis to give and if the Judgment or any part thereof be affirmed, that he will comply with and perform the same so far as it may be affirmed and will pay all damages and costs which may be awarded against him by the Supreme Court then this obligation to be void otherwise to remain in full force and effect
Approved. John Smith (Seal)
John W. Colvin. Law Comr John L. Smith. (Seal)
By Edw E. Allen. Deputy.

State of Missouri }
County of Saint Louis } ss. I John W. Colvin. The Law Commissioner of St Louis County do certify the foregoing to be a true and perfect transcript of the Record and proceedings had in the case of John Smith plaintiff and Bernard Steincamper Defendant as the same remains of Record in my office.

In Testimony whereof I have hereto set my hand and affixed my official Seal at office in St Louis City and County of St Louis on this the

Third day of March
A D 1852.
John W Colvin Law Comr
By M Williams deputy

(23) 104

March. T. 1852

John Smith

Cos

Bernard Steincamper

Transcript

H. N. Dedman for appellant

Filed 3d March 1852
Wm F Glanville Clerk

Cons fee $500-

John Smith appellant
vs
Bernard Steincamper appellee
The assignment of errors

The appellant insists that the Law Commissioners court of St Louis County committed in the trial of this cause manifest error in this to wit

1st In refusing to declare the Law as asked for by the appellant

2d In declaring the Law as asked for by the appellee

3d In refusing to grant to the appellant a new trial

H N Dedman atty for appellant

Points insisted upon

The appellant refers the court to Chitty on contracts, Page (842) title offset unliquidated damages can not be pleaded by way of offset - nor can such damages be pleaded as an offset as is the peculiar province of a Jury to estimate or assess

H. N. Dedman atty for appellant

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John Smith
vs
Bernard Steincamper

assignment of
error

3

Filed 15 March 1852
Wm L Clauville Clerk

John Smith appellant
vs
Bernard Steincamper appellee

In the Supreme of the State of Missouri

Statement of case

This was an action by the appellant against the Defendant and appellee to recover in a suit before a Justice of the Peace the sum of ten dollars being the difference between the value of a horse and the value of a yoke of oxen, said horse being exchanged or sold to the appellee by the appellant for the said yoke of oxen and the appellee agreeing to pay the difference to wit the sum of ten dollars, upon the trial before the Justice the appellee filed and pleaded as an offset an account of ($55,00) the alleged value of the oxen and the value of their services while in the possession of appellant since the trade or exchange of the one animal for the other. the Justice gave Judgment for the defendant on the offset for the sum of $40,00 — the Plaintiff appealed to the law Commissioners Court of St Louis county, and on the trial of the cause — proved the facts as stated above — the court setting as a Jury gave Judgment for the defendant for the sum of ($40,00) to reverse which Judgment this appeal ~~is~~ was taken

W. N. Dedman atty for appellant

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John Smith
vs
Bernard Steincamper

Statement of case

Filed March 15 1852
Wm Glanville Clerk

John Smith
vs.
Bernard Steinkamper

In the Supreme
Court March Term 1852

And now comes the
said defendant by atty and saith
that there is no error in the
record and proceedings in
this cause as the said plaintiff
hath here of alleged and of
this he puts himself upon
the country &

C C Simmons
atty for deft

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John Smith
vs
Bernard Steinkamper

Gunder in excess

Cc Summons
for deft

Filed March 20th 1852

John Smith
vs
Bernard Stentkamper

In the Supreme Court
March Term 1852.

Statement of case by defendant.

The Plaintiff sold to the defendant a horse for the sum of fifty dollars, and received at the time in payment a yoke of oxen valued at forty dollars, the remaining ten dollars to be paid at a future time. ~~The plaintiff~~ At the time of the bargain was made the plaintiff warrented the horse to be sound and able to work well, and it was especially agreed that if the horse upon trial should not prove to be as represented the contract was to be rescinded and the plaintiff should take back the horse ~~and~~ ~~to~~ return ~~restore~~ ~~his~~ the oxen to the defendant.

The horse ~~proved to be~~ upon trial was found to be crippled and wholly unable to work, and the defendant immediately demanded his oxen and offered to give up the horse. The plaintiff refused to restore the oxen, and brought suit before a justice ~~for~~ to recover the ten dollars, the difference between the horse and the oxen, which he was to ~~have~~ receive.

The defendant set off the value of the oxen, forty dollars, and fifteen dollars, for the value of their services while in the possession of the plaintiff before ~~the~~ suit ~~his~~ was brought. The jury ~~before~~ on the trial before the justice rendered a verdict in favor of the defendant for forty dollars the value of the oxen. The plaintiff appealed to the Law Commissioners Court where upon a trial anew the judgment of the justice was affirmed. No motion was made before

the Justice or in the Law Commissioners Court to Strike out the Set off. The Cause is brought into this Court by the plaintiff to reverse the Judgment of the Court below.

C.C. Simmons
Atty for deft

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Smith
vs
Steinkamper
Statement

C.C. Simmons
Atty for deft.

Ad Opted
[illegible]

Filed 1st April 1852
Wm Blanville Clerk

Smith vs Steenkamper

This was an action commenced before a justice of the peace by Smith against Steenkamper for the sum of ten Dollars - Upon the following case Smith and Steenkamper made a trade, concerning a horse and a yoke of oxen - Smith let Steenkamper have his horse for the Steers and for ten Dollars - Smith warranted his horse to be sound and to work well, if not he would take him back and give up the steers - Steenkamper delivered the Steers and took the horse; the ten Dollars were not paid down, but were to be paid by Steenkamper - Shortly after the trade the horse proved to be unsound, and not to work well and died in a month or so - As soon as Steenkamper found the horse to be unsound, and not to work well, he offered to return him, and demanded his Steers of Smith - Smith refused to give up the Steers; and sued Steenkamper for the ten dollars. Steenkamper offset off the price of the Steers, and the ~~worth~~ value of their labor between the time of the trade and the suit - amounting to $55. The horse was valued at the time of the trade at $50 and the Steers at $40 -

The jury found for the defendant the sum of $40 - plaintiff appealed to the Commissioners

Court, where judgment was again rendered against plaintiff for $40: in favor of defendant — and he appealed to this Court —

The record shews, that the plaintiff asked the Court, to instruct the jury, "that in the present case, the defendant can not set off the value of the steers to the plaintiffs claim, but he must resort to his crop action" — This was refused — and plaintiff excepted — and "that the said value could only be pleaded as failure of consideration" also refused and excepted to" —

The instructions given by the Court, embraced the law of the case — The second instruction informs the jury, "that if they believe that defendant paid in part for said horse, a yoke of oxen, and that the agreement between the parties, was that the oxen should be returned to the defendant, and the horse given up to the plaintiff if found to be unsound and unable to work well, and that said horse was unsound and unable to work well when sold, and that the defendant upon ascertaining the fact offered to return said horse, and demanded his oxen the defendant may in this suit set off

the value of said oxen against the demand in this cause"—

The Court also instructed them about the breach of warranty and the unsoundness rendering the horse of much less value, and the offering to return the horse and the plaintiff refusing to take him back; then the plaintiff could not recover his ten dollars &c—

We consider the case was put very fairly before the jury by the Court— That the instructions given were correct, and were warranted by the evidence; and the one refused was properly refused— We are satisfied with the proceedings of the court below— The evidence shewed plainly a contract to take back the horse if he was unsound and would not work well— also shewed that he was unsound and unable to work well— Now the whole defence consists in, objecting to the defendants' offset; and to the permission or allowance of such offset, instead of driving the defendant to his cross action— We think one suit might well have sufficed to settle this controversy, and that two verdicts might have satisfied this plaintiff—

The judgment is therefore affirmed. ~~[illegible]~~

[redacted] — The other judges concurring herein

John F. Ryland

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Smith
v
Sheen Kamper

Opinion

Ryland

Filed 14 May 1852
W. H. Blanville
Clk

John Smith
vs
Bernard Steinkamper

Supreme Court
March Term 1852

Points and authorities for the defendant

The set off in this case was properly allowed. There is no attempt made here to set off unliquidated damages, or in fact damages of any kind. Assuming the facts to be ~~that~~ (as it is contended they were proven) that the oxen were received by the plaintiff in payment for a ~~[illegible]~~ of horse sold to the defendant by him, that their value was forty dollars, and that it was an essential ingredient of the contract that the oxen should be returned, if the horse proved ~~[illegible]~~ to be unsound; that the horse turned out to be upon immediate trial unsound and worthless, that as soon as this fact was ascertained, the defendant demanded to have the oxen returned to him and offered to give back the horse, ~~it seems~~ then the defendant holds, that he not only had his cause of action in indebitatus assumpsit to recover of the plaintiff the value of the oxen, ~~and~~ but might when sued as in this case, for the remainder of the price which he had agreed to pay for the horse, treat the value of the oxen as an indebtedness due him from the plaintiff, growing out of the same transaction and set it off as a defence against said action, and recover the same

The instructions given for the defendant

were both legal & proper, as the case stood, and there being no other part in issue the judgment should be affirmed

C. C. Simmons
atty for deft

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Smith
vs
Steinkampen
Points for deft