Shands, William O. v. Jaccard, Eugene et al. 1858 St. Louis 404/5

Old Box 598/11

Scott
Affirmed
Oct 1858
Filed 1858
A=H.N. Hart

Will wrote note to Samuel Myerson who assigned it to Jaccard et al; want $
prom. note endorsed to Jaccard et al.
before maturity
27
440 defense is fraud in the consideration
Myerson was agent for Edwin R. Mason
who was selling shares for oil co.
not liable b/c they meant to defraud
awarded $ 371.61

O = fraud is no defense

(1)

State of Missouri }
County of St. Louis } Be it remembered that heretofore to wit, on the 12th day of July A D 1851, there was filed in the Office of the Clerk of the St. Louis Court of Common Pleas within and for the County aforesaid, a certain petition which is in the words and figures following to wit;

Petition

Eugene Jaccard Augustus S Wermod & Cornelius D Jaccard partners under style E Jaccard & Co plaintiff vs William O Shands Defendant } In the St. Louis Court of Common Pleas Oct Term 1851 St. Louis County to wit:

Plaintiffs state that they are partners doing business under name and style of E Jaccard & Co. Plaintiffs further state that defendant by his negotiable promissory note hereto annexed marked "A" dated March 22d 1835 promised to pay to the order of Samuel Myerson Three Hundred and thirty three 33/100 dollars twelve Months after date. Plaintiffs further state that said Samuel Myerson assigned by endorsement and delivered the said note to plaintiffs before maturity; that the same is now due plaintiffs and they therefore ask judgment for the sum with interest and statutory damages and costs of this suit.

James O Sherman
Atty. for Plffs

Eugene Jaccard one of the plaintiffs above named makes oath and says he believes the above petition and the matters therein as stated are true

Sworn to & subscribed before me } Eugene Jaccard

(24)

this 12th July 1856 C. H. Hicks dlO

Thereupon issued the following Summons to wit.

Summons

County of St. Louis ss

The State of Missouri

To the Sheriff of St. Louis County Greeting;

We command you to summon William O Shands to appear before the judge of our Court of Common Pleas on the first day of the next term thereof to be held in the City of St. Louis within and for the County of St. Louis on the Second Monday of October next then and there to answer the complaint of Eugene Jaccard Augustus S Wermod & Constance D Jaccard as set forth in the annexed petition; and have you then and there this writ;

Seal Witness Charles H. Hicks Clerk of our said Court with the seal thereof hereto affixed at office in the City of St. Louis this 12th day of July in the year of our Lord eighteen hundred and fifty Six

C. H. Hicks clerk

Thereupon the Sheriff made the following return

Sheriffs Return.

Executed this writ in St. Louis County on the 14th day of July 1856 by delivering to William O Shands a copy of the writ and petition as furnished by the Clerk

Turner Waddox Shff

By Geo N Stevens Dpty.

And afterwards by leave of Court the following answer was filed to wit; Feby 12th 1857

Answer

"Defendant in answer to plaintiffs petition states that he does not owe the said plaintiffs the promissory note set forth in said petition and for reasons why he denies any indebtedness thereon defendant says that at the time of the execution of

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said note one Edwin R Wason was the owner of a certain Oil factory and in which said Wason was desirous of selling shares upon the plan of a joint stock Company That one Samuel Myerson the payee of said note was the agent of said Edwin R Wason in the sale and disposal of said shares that as such agent for said Wason as aforesaid and at the special request of said Wason the said Myerson represented to defendant that seventy five thousand dollars of the Capital Stock in said Joint Stock Company was at said time paid in Cash and if defendant would purchase stock in said Joint Stock Oil Company that at any time within six Months after said purchase if he the said defendant should wish to surrender and return said Stock the said Wason would take the same back and return to the defendant the notes which he should execute for said stock, that the note sued on in this case is One of the same identical notes given undersaid representations understanding and agreement and none other induced under said representation understanding and agreement the said defendant to purchase certain shares in said Stock concern,

Defendant further says that he did purchase said shares upon said representations understanding and agreement as aforesaid and did execute and deliver said note to said Myerson therefor But defendant avers and charges it to be true that the representation that seventy five thousand dollars was paid in cash in said Company was at the time it was so made and at the

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time defendant executed the note sued upon false and fraudulent and that said Wason at said time he directed his said agent Wyerson to state well knew the same to be false, and that said false representation and said inducement further aforesaid to take back said stock and return said note if so desired by said Shands was a mere trick plain and contrivance of said Wason through his said agent to cheat and defraud defendant and defendant says that before the lapse of six Months from the date of the purchase of said shares he did offer to return the same to plaintiff and cancell said purchase and demanded of said Wason that he said Wason should return to him the note he defendant gave therefor which he refused to do; wherefore defendant says that he is not liable to pay said note.

Defendant further states that he verily believes and so charges that the said plaintiffs are not bona fida holders of said note but that they hold the same merely for the purpose of collection and for the purpose of attempting to deprive and cut off defendants just defence. Defendant further denies that the said Samuel Wyerson assigned by endorsement and delivered said note to plaintiff as they allege in their said petition, wherefore defendant says he is not liable to pay said note to plaintiffs but the said note having been obtained from defendant by said Wason through his agent said Wyerson by means of fraudulent statements and pretences he is not liable on the same and prays to be discharged

Henry A Hart
for Deft

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State of Missouri }
County of St. Louis } ss. William O. Shands being duly sworn upon his oath says he believes the above answer and the matters & therein stated are true.

W. O. Shands

Sworn to & subscribed before me this 11th day of February A.D. 1857

John B. Evans
Not Public.

(Seal)

And afterwards on the 15th day of May A.D. 1857 the following Reply to defendants answer was filed

Reply to answer

Plaintiffs in reply to defendants answer to plaintiffs petition come & deny each and every allegation, therein contained and say that as to Edwin R. Wason being the owner of an Oil Factory & as to his being desirous to sell stock of said Company & as to Samuel Weyerson acting as agent of said Wason in the sale of said stock to defendant & as to the purchase of said stock by defendant of said Wason through said Weyerson his agent & as to the fraudulent representations of said Wason or said Weyerson ~~his~~ to said defendant of said stock & as to this said note being given for said stock with an agreement that said Shands defendant should have the privilege to return said stock within six months to said Wason & receive back his said note these plaintiffs at the time they took said note knew nothing & now have not sufficient knowledge or information to form a belief as to their truth & as to all that part of defendants answer alleging transaction & agreements & representations between said Wason, Weyerson, & said Shands concern-

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-ing said stock or said note or of the transaction out of which said note grew these plaintiffs knew nothing whatever at the time they took said note & now know nothing nor have they sufficient knowledge or information to form a belief as to their existence as alleged in deffs answer, And plaintiffs further say they are the bona fida holders & owners of said note that they hold said note for their own use exclusively that they are not merely collectors of said note for said Wason or for any other person, that they are the owners of said note in their own right & not for the purpose of attempting to cut off or deprive said Shands from a just defence as alleged in defendants answer, And plffs further say they paid full value for said note & received the same before due & had no notice or knowledge or information even of the facts alleged in defendants answer or that said Shands or said Wyerson had any defence to said note of ~~any~~ any kind whatever that said Wyerson did endorse & deliver said note as alleged in plffs petition.

Jones & Sherman
for plffs

Eugene Jaccard one of plaintiffs for plaintiffs being duly sworn on his oath says the above reply & the matters therein as stated are true to the best of his knowledge & belief Eugene Jaccard
Subscribed and sworn to before me this 14th day of May 1857 Seal. J R Knight Notary Public

And afterwards the following further proceedings were had in this cause to wit; March Term 1857

Thursday May 21st 1857

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Jury trial & judgment $371.61.

"Now at this day come the parties by their respective attorneys, and thereupon come also a jury to wit; Richard Locke L. Schoeffler John Ord John Duffy S Stevens, Wm. McCarnes Andrew Constant George A Winner John Newcome Francis Frotron and John Warren eleven good and lawful men (by consent) who being duly elected tried and sworn the issues herein joined well and truly to try, the trial progressed and being finished, the jurors aforesaid upon their oaths aforesaid say they find for the plaintiffs, and assess their damages at the sum of three hundred and seventy One dollars and sixty One cents therefore it is considered by the Court that the plaintiffs recover of the defendant the damages aforesaid in form aforesaid as assessed and also their costs herein expended and have thereof execution, Whereupon the defendant files a motion for a New trial herein and the same being submitted to the Court, it is ordered by the Court that said motion be overruled.

And afterwards on the 3d day of July AD 1857 a Bill of Exceptions was filed herein which is in the words and figures following to wit;

Bill of Exceptions.

"Be it remembered that on the trial of this case plaintiffs read in evidence the note sued upon as follows,

Note

$333 33/100 Sr. Louis March 22d 1855

Twelve Months after date I promise to pay to the order of Samuel Myerson Three hundred and thirty three 33/100 dollars for value received negotiable and payable without defalcation or discount

"Endorsed W. O. Shands.

Samuel Myerson. E. R Mason. E. Jaccard & Co

Protested for Nonpayment March 22d 1855 Jno. McDonough

per H. B. Minette atty.

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Testimony
of
Myerson

The defendant then called Samuel Myerson as a witness who testified that he was engaged by E D Mason to sell some stock in the St. Louis Oil Manufacturing company for him Mason, that Mason told him to represent to persons that seventy five thousand dollars was paid in Cash in said Company and that as a further inducement to say that if the purchaser of stock became dissatisfied within six Months from the purchase that the stock should be cancelled and the notes given for the same should be returned & sold stock to the defendant for which he gave me his note, the note now sue is here shown to which he says this is one of the notes Defendant executed for the Stock I sold I represented to Shands the defendant that it was a good investment, that seventy five thousand dollars was paid in Cash and that if he was ~~writing~~ at any time within six Months dissatisfied with the Stock that it should be cancelled & his note returned to him & did this because Mr. Mason told me to do so it was solely under my representation to Shands that Seventy five thousand dollars was paid in in Cash and the inducement to give him back his note within six Months & cancelled the sale if he desired, that he took the Stock and executed ~~[illegible]~~ the notes; The representations made by me to Shands as directed by Mason was false and fraudulent not one dollar was paid at that time in Cash Mason & Robbins got their men to say the Charter was worth Seventy five thousand dollars & that is all that there was about that; shortly after the sale to Shands, he came to me & told

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me that he had found out that my representations to him were false that he wanted his ~~money~~ notes back & to cancel his stock, I had turned the notes over to Wason & when I done so I told Wason of my representations & inducement to Shands to take stock & he said that was all right. Wason afterwards told me that Shands had called on him so as to get his notes back & cancel his stock but that he Wason had passed the notes away, this was within the six Months. I heard that plaintiffs had the notes sued on & I told them the whole story & further told them defendant would not pay it. Wason knew very well that which he told me to say to induce people to take stock in this Company ~~which~~ was wholly false and ~~fraudulent~~ unfounded, This was all the evidence of defendant, the plaintiffs then proved that plaintiffs got this note from Wason before due for goods sold by Wason in the regular course of trade that they did not know or hear of the defence set up against said note or any objections of Shands to it untill long after it had come into their hands, that cant tell any reason why Wason is not sued in this cause dont know who was the real owner of the note when sued upon.

This was all the evidence in the case, the Court gave the following instructions for plaintiffs.

Instructions given for pltffs

If the jury should believe that plaintiffs had notice before they took the note sued on that Shands had a defence, they then must find that Wason obtained said note by fraud or

without any consideration or they will find for pltffs.

If the jury believe from the evidence that the plaintiffs took said note before due in the regular course of trade for a valuable consideration without notice of fraud on the part of Wason in obtaining said note or want of consideration for said note they will find for plaintiff.

It rests with the defendant to show that plaintiffs had notice of such fraud or want of consideration.

The plaintiffs are entitled to damages at the rate of four per cent on the principal, some in lieu of interest charges of protest & other charges & expenses incurred previous to or at the time of giving notice of dishonor as required & the jury will find for plaintiff lawful interest on the aggregate amount of the principal sum specified in the bill and the damages thereon from the time notice shall have — given and the payment of the principal sum demanded.

The Court refused all of the instructions asked by defendant.

Instructions of Deft Refused

If the jury should believe from the evidence that the defendant executed the note sued on in consideration of sale of certain stock in an Oil Company owned by Edwin R Wason to defendant: that one Samuel Wyman acting as agent for said Wason in said sale was directed by said Wason to represent to defendant that the Capital of said Company was $130,000 and that $75,000 was actually at time of said sale paid in cash, and

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that if said Deft was not satisfied with said stock at any time within six Months after the execution of said note he the said Mason would return the notes & cancel the said sale & that said representations of said Seventy five thousand dollars Cash paid in was a leading and moving inducement to said Shares to take said stock and execute said note & that said representation was false and said Mason well knew the same to be false at the time & that said representation was made for the purpose of defrauding Deft. & that Deft did tender back said stock & demand the note within 6 Months then the jury ought to find for the defendant notwithstanding the said Mason passed the note off to the Pltff in this suit,

If the note sued on was obtained from Deft by reason of false & fraudulent statements & inducements made to Deft at the time of the execution of the note then the defendant cannot be made liable for the same notwithstanding Pltff had no notice of said false & fraudulent representation.

Whereupon the jury rendered the following verdict.

Verdict

"We the jury find for the Plaintiff and
" assess the damages at three hundred and
" and Seventy One 61/100 dollars
" $371 61/100

Richard N. Locke
Foreman"

Afterwards and within four days defendant moved the Court to set aside the verdict & grant

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Motion for New trial

a new trial,

And now comes the defendant and moves the Court to set aside the verdict and grant a new trial upon the following grounds & reasons,

1st Because the Court admitted improper testimony on the part of Pltff

2d Because the Court refused the instructions asked by Deft, which was wrong

3d Because the Court gave improper instructions for Pltff

4 Because from the evidence in the case, the law & evidence was for Defendant

5th Because the verdict of the jury is against Law & Evidence, Law & Evidence, and against the weight of Evidence. H A Hart for Deft

Which motion the Court overruled; to the giving of the instructions for plaintiff, the refusal of the instructions asked by Deft & the overruling of the motion for a New trial the defendant then & at the time & times duly excepted & now files this as his bill of exceptions which he prays may be signed sealed & made a part of the record in this cause which is done.

Sam'l Reber (Seal)

Judge &c

And on Friday July 3d 1857 the following further proceedings were had in this cause to wit;

Appeal granted

"The defendant comes by his attorney and files a Bill of exceptions herein and also an affidavit for an appeal, and on his motion an appeal is allowed him to the Supreme Court from the judgment herein. Thereupon said defend=

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=ant files an appeal bond with himself as principal and Theodore La Beaume & Henry A Hart as sureties, which bond is acknowledged by the obligors and approved by the Court, Which affidavit and bond are in the words and figures following to wit;

Affidavit for Appeal

William O. Shands being duly sworn upon his oath says that the appeal in above entitled cause of action is not made for vexation or delay but because he believes that he is aggrieved by the judgment of the Court

Sworn to & subscribed before me W. O. Shands, this 3d. day of July AD 1857

C. H. Hicks clk.

Appeal Bond

Know all Men by these Presents that we William O Shands as principal and Theodore La Beaume & Henry A Hart as sureties are held and firmly bound unto Eugene Jaccard Augustus S Wernod & Constance D Jaccard in the sum of Nine hundred dollars for the payment of which well and truly to be made, 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 3d day of July AD 1857

The condition of the above obligation is such that whereas William O Shands has appealed from the judgment rendered against him and in favor of Eugene Jaccard Augustus S Wernod & Constance Jaccard in the St Louis Court of Common Pleas for the sum of Three hundred & Seventy One dollars and Sixty One cents together with Costs

Now if the said appellant will pay

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all costs and damages that may be awarded against him occasioned by such appeal and 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 St. Louis Court of Common Pleas 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, W. O. Shands (Seal)
Acknowledged & Theodore La Beaume (Seal)
approved July 3 Henry N Hart (Seal)
3d. 1857

C. W. Hicks, clk

State of Missouri
County of St. Louis } ss. I Charles W Hicks
Clerk of the St. Louis Court of Common Pleas within and for the County aforesaid certify the above and foregoing to be a full true and complete transcript of the record & proceedings in the above entitled cause as fully as the same remain in my Office

In Testimony Whereof I hereto set my hand and affix the seal of said Court at Office in the City of St. Louis this Seventeenth day of July AD 1857

C. W. Hicks clerk

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Oct. Term 1858

Eugene Jaccard
Augustus S. Mermod
& Constance D. Jaccard
respts

vs Z Transcript

William O. Shands
apts

Appeal from St. Louis
Court of Common Pleas

Henry N. Hart
Filed 9 October 1858
Wm. S. Glanville
Ch

Exd
$5.75 paid by Deft

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Apgt. Mt. 68/ Sub. by appt/ mos. to sub. by res/ order/ sub./ Jarvis/
apts brief/
Affmd. 18 Dec. 1858 - B. p. 576/

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Eugene Jaccard et al. respondents
vs.
William A. Shands appellant

In the Supreme Court State of Missouri
March Term 1858.

Now comes the said Appellant in the above entitled cause and says that in the acts opinions and decisions of the St. Louis Court of Common Pleas there is manifest error in this:
First Because the Court admitted improper testimony on the part of plaintiff
Second Because the Court refused the instructions asked by defendant
Third Because the Court gave improper instructions for plaintiffs
4th Because from the evidence in the case, the law and evidence was for defendant.
5 Because the virdict of the jury is against Law, Evidence - Law & Evidence and against the weight of evidence.

And therefore prays that the same may be in all things reviewed revised and reversed by this Honorable Court.

Henry N. Hart
for appell

The pl'ff below, comes joins in error says there was no error in the formal proceedings had in the St Louis Court of Com Pleas in this Case & as alleged by ~~Respondent~~ appellant

James Thurman
for Respt

Filed 11 Nov. 1858.
W. S. Glanville, Ck.

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Supreme Court
March Term 1858.

Eugene Saccard et al
Respondents
vs.
William A. Shaw
Appellant

Assign^t of errors

Filed 16 March 1858.
Wm J Glanville
Cl.

A. M. Hart
for appellants

1.

Eugene Paccard,
Augustus S Mermod,
& Constance D Jaccard,
Respondent,
agst
William D. Schands,
appellant,

Brief and points for appellant by Henry N. Hart his Attorney;

Our Edwin R Mason engaged in a grand scheme to swindle - employed our Journal Myerson to make false & fraudulent representation in aid of the same so as to move and induce persons to take stock in a certain company called St Louis Oil Company under the pretence that if said persons who took stock under said false & fraudulent representations should be dissatisfied with said stock within six months that then the said Mason would return the notes to the parties given them - the appellant was one of those persons who by the false & fraudulent representations of Mason & Myerson was induced to take stock in said company with the promised of returning the same within six months if dissatisfied with the same that the notes

given by him for the same should be
returned & the stock so sold cancelled
very soon after Shands gave his notes
for the stock to Mason he found to his
satisfaction that the statements & repre
sentations of Mason & Myerson were
to him & which induced him to take the
stock & give his notes were a tissue
of willful & fraudulent lies - he im
mediately gave notice of his dissatis
faction & required of Mason his stock
notes & tendered back his certificate
of stock - to which he was informed
by Mason that he had passed away
the notes & had no control over them
the stock in said company was proved
to be wholly worthless - and in fact
the evidence was clear & conclusive
as I stated before that it was a paid
scheme set on foot by Mason
with the aid of Myerson to swindle
the community -

It also appears that subsequent
to the respondents had received
that note from Mason in trade
& he brings this suit to enforce
a collection from Shands - it
will be seen by the record that the

house of Saccard & Co does not proceed upt Mason the ~~payee~~ endorser on the note but only procured shards on the same

The only question in the case is Whether if the note sued on was obtained from shards by false & fraudulent means. is shards liable on the same in the hands of any one. I take the position that the mere fact that it is a negociable note will not hold a maker to pay it if obtained by fraud or duress any more than if the same had been stolen from the maker & passed into other hands. The instructions which I asked the court to give for appellant ought to have been given upon the case as made by the record & it was error in the court to declare the law to be as given for the respondents.

The instructions given are as follows

The plaintiffs are entitled to damages at the rate of four per cent on the principal sum in lieu of interest charges of protest & other charges and expenses incurred previous to or at the time of giving notice of dishonor as

required and the jury will find for plaintiff lawful interest on the aggregate amount of the principal sum specified in the bill and the damages thereon from the time notice shall have given and the payment of the principal sum demanded

If the jury believe from the Evidence that the plaintiffs took said note before due in the regular course of trade for a valuable consideration without notice of fraud on the part of Mason in obtaining said note or want of consideration for said note they will find for plaintiff.

It rest with the defendant to show that plaintiffs had notice of such fraud or want of consideration.

If the Jury should believe that plaintiffs had notice before they took the note sued on that Schands had a defence, they then must find that Mason obtained said note by fraud, or without any consideration or they will find for plaintiffs

Instructions refused by the Court are as follows.

If the jury shall believe from the evidence that the defendant executed

the note sued, in consideration of a sale of certain stock in an Oil Company owned by Edward R. Mason, to defendant, that one Samuel Myerson acting as agent for said Mason in said sale was directed by said Mason, to represent to defendant that the capital of said Company was $150.000 and that $75.000 was actually at time of said sale paid in cash, and that if said Defendant was not satisfied with said stock at any time within six months after the execution of said note he the said Mason would return the notes and cancel the said sale and that said representation of said seventy five thousand dollars cash paid in was a leading moving inducement to said Schands to take said stock and execute said note, and that said representation was false and said Mason well knew the same to be false at the time and that said representation was made for the purpose of defrauding Defendant and that defendant did tender back said stock and demande said notes within six months, then the

jury ought to find for the defendant notwithstanding the said Mason passed the said note off to the plaintiffs in this suit,

If the note sued on was obtained from defendant by means of false and fraudulent statements and inducements made to Defendant at the time of the execution of the note, then the defendant cannot be made liable for the same, notwithstanding plaintiff had no notice of said false and fraudulent representation.

Henry H. Hart
atty for Appl

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Supreme Court

Eugene Paccard et al
Respondent
— agst —

William O. Schands
appellant

Brief & Points of Henry
N. Hart for Applt

Henry N. Hart
Atty for Applt

Filed 23d Nov. 1858
W. S. Glanville
Ck

In the Supreme Court
Oct Term 1858

Eugene Haccard et al
Respondents
vs
William O. Shands
Appellant

Statement and points of Respondent

The note upon which this suit was brought was executed and delivered to one E. R Mason by the Appellant. The note was a negotiable promissory note. Mason assigned said note by endorsement and delivery, for value, to the respondents before maturity. The note, at maturity, remaining unpaid, the respondents, plaintiffs below, brought suit on it against Shands the Maker.

At the trial, evidence was given by the defendant below, going to show that this note was made to Mason, for a certain number of shares of Stock in the St Louis Oil Co., which he transferred to Shands. & that Masons agent who conducted the transaction, who was the witness below, represented said Stock to be of greater value than

it really was & that he agreed with Shands that in case he, Shands, should, at any time thereafter, ~~should~~ wish to return the Stock to Mason, then this note should be given up to Shands. that the the agent had authority to make these representations and this agreement for Mason. Also that at some-time thereafter Shands did wish to return his Stock and take back his note and offered so to do= No attempt was made to give notice of these transactions to the respondents= but on the other hand, the plaintiffs below, gave ~~in~~ evidence showing the negative of the proposition, that they had no notice of the transactions between Mason & Shands, but they took the note in the course of trade in good faith before Maturity; this was shown by the book=keeper who conducted the business for respondents

The main point made by appellant is, that respondents cannot recover, because the note was procured by Mason of Shands by fraudulent misrepresentations, although, they

the respondents took the note in good faith for value before maturity without notice of any fraud or fraudulent representations or agreements whatever.

We do not deem it necessary to cite Authorities to controvert this proposition.

The instruction granted by the Court below contain the law and present the case fairly.

Thos Sherman
for Rest

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Oct. 5. 1858.

Sup Court

Jaccard et al
vs
Shands

Statement by Respt
& points

Filed 26th Nov. 1858.
Wm S Glanville
Cl.

E. Jaccard & al
vs
W. O. Shands

Appeal from the St. Louis Court of Common Pleas.

This is an action on a negotiable promissory note endorsed to the plaintiffs before maturity. The defense is fraud in the consideration, and failure of consideration: Nothing is clearer, than that such a defense is wholly inadmissible against the endorsee of a negotiable note, endorsed before maturity. The court very properly overruled the instruction asked by the defendant.

The other judges concurring the judgment will be affirmed

Wm Scott

Jaccard & Co.
vs
Shands
opinion

Affirmd

Filed 18 Decbr. 1858.
Wm S Glanville
Clk.

x