Judge, James v Leclaire, Francis 1843 500/7

11 ——

Lewis & Alexander (A)

F W Hinman (R)

Judge (A) P

v

Leclaire (R) D

Gray horse worth $190

- Def wrongfully detains from - P

$50 damage

- No point for review

St Charles

Oct 63

Oct 63

Affirm Bates

- Bay of Dryden Cross

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Petition

State of Missouri }
County of St. Charles } ss. Be it remembered that heretofore to wit: on the 26th. day of April 1859. a Petition and affidavit were filed in the office of the Clerk of the Circuit Court of St. Charles County Missouri in the words and figures following to wit:

James Judge Plaintiff. } In the St. Charles
against } Circuit Court Missouri
Francis Leclaire. Defendant. } June Term 1859.

Plaintiff states that he is the owner of, and entitled to the possession of, the following specific personal property, to wit: A certain gray horse, five or six years old, of the value of ninety Dollars, which property the said Defendant wrongfully detains from the Plaintiff. Plaintiff therefore, asks judgment for the recovery of the said property and fifty Dollars damages for the detention thereof.

Lewis & Alexander,
Attorneys for Plaintiff.

State of Missouri }
County of St. Charles } ss. James Judge, Plaintiff, makes oath and says that he believes the above Petition and the matters therein as stated are true - and that he is the owner of the property mentioned in the above Petition, viz. a certain gray horse, five or six years old, and is lawfully entitled to the possession thereof - that the said property is wrongfully detained by the Defendant - that the actual

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value of the said property is ninety dollars - that the same has not been seized under any process, execution or attachment against the property of Plaintiff - that Plaintiff will be in danger of losing his said property unless it be taken out of the possession of the Defendant or otherwise secured, and that the said property was wrongfully taken and Plaintiffs right of action herein accrued within one year next before the commencement of this action. James Judge.

Subscribed and sworn to before me this 26th April 1859. Ben Emmons Jr. Clerk.

And afterwards on the 7th day of May 1859 said Defendant filed his answer in the words and figures following to wit:

Answer

James Judge. Plaintiff
against
Francis Leclaire. Defendants.

In the St. Charles Circuit Court Mo. June Term - 1859.

Defendant for answer to Plaintiffs Petition, denies that Plaintiff is or was at the institution of this action, the owner of or entitled to the possession of the personal property described in said Plaintiffs petition to-wit; "A certain gray horse five or six years old of the value of ninety dollars"; and denies that he (Defendant) wrongfully detains from said Plaintiff said property. Defendant asks Judgment for the restoration of said property or the value thereof and damages arising from the taking and detaining said property from

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Defendant to wit: $125.00 for value of horse and $100.00 damages for the taking and detention thereof.

F. W. Hinman Atty for Deft.

State of Missouri
St. Charles County } ss. Defendant makes oath and says that he believes the above answer and the facts therein as stated are true.

Francis Le Claire Jr.

Subscribed and sworn to before me this 7th May 1859.

Ben Emmons Jr. Clk.

And afterwards in said Court on the 12th day of March 1863 the following proceedings were had in said cause viz:

James Judge. Plaintiff
v.
Francis Leclaire. Deft. } Personal Property

Jury sworn

Now at this day appear the said parties by their respective attorneys and thereupon came a jury to wit: Wm. Kramer. Geo F Senden. Fred Weinreben, Wm Frans. Geo. Stäubin. Adolph Huffsmith. Jacob Zeisler. F. H. Metz, Wm. Kluesner, Henry Borgman, John Galy. Charles Bruce twelve good and lawful men of the County of St. Charles. who were duly elected tried and sworn the issue well and truly to try between the parties aforesaid and for want of time to complete the trial the cause is adjourned till nine O'Clock to-morrow morning. And by consent of parties said jurors are permitted to separate. And afterwards in said Court on the 13th day

of March 1863 the following proceedings were had in said cause to wit:

James Judge Plaintiff
v. } Personal Property.
Francis Leclaire, Deft.

Judgment

Now at this day come again the parties by their respective attorneys, as also the Jurors in this behalf empannelled and said Jurors upon their oath find for the said Defendant and assess the value of the property taken at One hundred and twenty five Dollars and the damages for the taking and detention of the same from the time said property was taken from the Defendant until the trial, at the sum of twenty five Dollars. It is therefore considered by the Court that said Plaintiff and his securities return the property taken or pay the assessed value thereof to wit the sum of one hundred and twenty five Dollars to the said Defendant at the election of said Defendant and also pay the damages assessed as aforesaid together with costs and that execution be issued therefor.

And afterwards in said Court on the Twenty Second day of August Eighteen Hundred and Sixty three the following proceedings were had in said cause to wit:

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James Judge. Plaintiff.
v. } Personal Property.
Francis Leclaire. Defendant. }

Bill of Exceptions signed

Now at this day appear the parties by their respective Attorneys and the said Plaintiff tenders his Bill of exceptions to the judgment and procedings of the Court herein which is signed by the Court and made a part of the record. And said Plaintiff prays an appeal with supersedeas to the Supreme Court of the State of Missouri at St. Louis and files his affidavit therefor and enters into recognizance in the sum of Six hundred Dollars with James B. Gamble and Isaac A. Dick securities which recognizance is approved by the Court and thereupon said appeal is granted.

Appeal granted

And the said Bill of exceptions is in the words and figures following to wit:

Bill of Exceptions

James Judge.
vs. } In the St. Charles Circuit
Francis Leclair } Court. March Term 1863.

Be it remembered that on the 12th day of March 1863, this cause coming on for trial before a jury duly empanneled, the following testimony was introduced on the part of the Plaintiff.

Wm Judge

William Judge testified as follows. I am the son of the Plaintiff. I know the horse in controversy. He was on my fathers place and among my fathers horses and colts in the pasture for some months

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before the time when Till Dugan hired him from my father and took him into possession. The first time I recollect seeing the horse, was when our horses were driven up from the prairie, the fall before. I am not certain whether it was the fall before or a year before that. The horse was driven up and my Father had him casterated, but did not brand him because he was not sure it was his horse. It is the same horse which was taken from Defendant by the Sheriff and delivered to Plaintiff. The horse was not in very good condition when so delivered to Plaintiff, and died in about two or three weeks afterwards.

Jno A Kistler

John A. Kistler testified as follows: In the Spring of 1858, I desired to get the use of a horse from Plaintiff and he gave me an order on Till Dugan for the horse in controversy. I sent the order by my son to Dugan, but he did not get the horse. I did not see Dugan myself.

Samuel A. Cunningham testified as follows. I was deputy, and served the process in this case. I found the horse in controversy in possession of Defendant from whom I took him and delivered him to plaintiff. Such a horse would be worth from twenty five to fifty cents per day during the working season. He was a young iron gray horse.

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The following testimony was introduced on the part of the Defendant.

Till Dugan

Till Dugan testified as follows - In the Spring of 1857 I hired the horse in controversy from Plaintiff for twelve months, with an understanding that at the end of that time I might purchase him - but nothing was said at that time about the price or terms of said purchase - when the time of hiring had expired, I took the horse back and delivered him to Judge - I met Judge at the gate and told him my buisness - I then bought the horse in controversy from Plaintiff for which I was to pay him one hundred Dollars - I went with Plaintiff into the house - he drew a note for one hundred Dollars, due twelve months after date, which I took for the purpose of geting security, it being agreed that I should give my note with security for the purchase money. Plaintiff delivered me the horse no time was fixed when I should return the note - Plaintiff was to give me a bill of sale for the horse when I returned the note with security - No unusual formalities attended the sale or delivery of the horse, but the bargain was made as is usual in such cases, and I expected to get a good title to the horse - Afterwards I heard that Mrs. Dauphin laid claim to the horse, and I did not take the note back to Plaintiff, nor did I return the horse. I never paid Plaintiff any thing for the horse, nor -

did I obtain any security to the note, for the reasons before stated. Some time after said purchase, Plaintiff met me in Portage and said "I suppose you are about tired of that horse" to which I answered that Mrs Dauphin claimed the horse and I wanted to find out, who was the true owner and entitled to the pay for the horse before I paid him or any body else for him. Afterwards Mrs Dauphin sued me for the horse before Esquire Barwise, which suit was finally compromised - she paying costs & giving up to me all her claim to the horse - I did not pay, nor agree to pay her any thing in consideration of her abandonment of the suit - while this suit was pending I understood that Plaintiff refused to defend his title to the horse, saying he would not oppose Mrs. Dauphin's claim. I then refused to pay plaintiff for the horse - a few days after that I sold the horse to my brother Robison Dugan for one hundred dollars, which amount he paid me - I considered that I had bought the horse from Plaintiff - Mr. Keeters some once brought me an order from Plaintiff for the horse, but I refused to give him up because I had bought him & was willing to pay Plaintiff, when I ascertained that he was entitled to receive it.

T. H. Barwise

Thomas H. Barwise testified as follows - I was a justice of the Peace of Portage Township St. Charles County in 1858 & 1859 - A suit was instituted before me by

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Mrs Dauphin against Till Dugan for the horse in controversy - on the day before that appointed for the trial. I had a conversation about it with the Plaintiff Judge, and asked him if he did not intend to be present at the trial, or take some steps with reference to it - He said he would not be there, nor do any thing about it. That he had no doubt the horse was his, but the widow was a poor woman and could not afford to lose a horse as easily as he could, and if she proved a clear case, let her have the horse - some time before this Till Dugan came to me to post the horse as a stray, saying that he did not believe the horse belonged to Judge or Mrs Dauphin either - Knowing something of the circumstances under which Dugan got the horse, I advised him strongly against posting, whereupon he declined doing so. On the day set for the trial of the suit aforementioned, Till Dugan was present with an attorney, and Mrs. Dauphin was represented by an agent. there was no trial. The parties told me they had compromised the case - upon my inquiring the terms of the compromise, they told me that Mrs Dauphin gave up all claim to the horse and was to pay all the costs of the suit - whereupon I made an entry in my docket accordingly.

W.W. Edwards

W. W. Edwards Esqr. testified as follows - I was employed by Till Dugan to defend against the claim of

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Mrs Dauphin for the horse which is the subject of the present controversy. The Plaintiff in the case before J. H. Barwise Esqr. was represented on the day of trial by an agent - after the case had been continued, the agent of Mrs. Dauphin proposed a compromise as the suit had been brought wrong. - proposing to give up to Till Dugan all her right, title and claim to the horse and pay the costs, if Till Dugan would agree not to institute a suit on the bond for damages - acting for Till Dugan, I accepted the proposition which was carried out by the parties.

Robison Dugan } Robison Dugan testified as follows. I bought the horse in controversy from my brother Till Dugan after the trial before Esquire Barwise for one hundred dollars which I paid him, and afterwards sold him to Defendant Declaire for one hundred & fifty dollars. at the time I bought the horse, I knew the circumstances under which Till Dugan had got him from Plaintiff. I also knew what took place at the trial before Esquire Barwise, and Plaintiffs course in reference to Mrs. Dauphins claim. I lived in the same neighborhood, and the matter was talked about generally among the neighbors, and I have no doubt the Defendant Declaire, Knew all about the matter when he bought the horse of me, as well as I did, for he lived in the same neighborhood, but at the time I sold him the horse, there

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was nothing said about it - Defendant Declaire paid me the full value of the horse - such a horse is worth on a farm fifty cents per day from May to September, and about twenty five cents per day for the balance of the year.

Tennessee Long

Tennessee Long testified as follows - I know the horse in controversy, and have known him since he was about six weeks old - Before Plaintiff let Till Dugan have the horse, he told me that the horse in controversy had been driven up in the fall with his horses and he had casterated him, but did not brand him because he was not certain that he belonged to him, and if he (Plaintiff) had been at home when Till Dugan first got the horse, he would have let him have some other horse in place of the horse in dispute - I told Plaintiff what I knew about the horse - I had more than one conversation with him on the subject - There were two colts very much alike, one was a mare and the a horse - the mare colt belonged to me and the horse colt to Mrs. Dauphin - I often saw this colt running with and sucking the mare which belonged to Mrs Dauphin. The horses and colts of the neighbors ran out on the range and when salting mine I noticed this colt because it resembled mine so much - I had not seen the colt for a year or so before Till Dugan got him - I have no means of identifying the horse except by the color and

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age. He was an iron gray color, and would now be about ten years of age if living I would not swear positively that the horse belonged to Mrs Dauphin but to the best of my knowledge and belief he belonged to her - I knew of three iron gray colts that were foaled in that neighborhood the same Spring of which this was one.

This was the substance of all the evidence offered in the cause - To all the testimony relating to the suit and trial before Justice Barwise, and to all that relating to the claim of Mrs. Dauphin the Plaintiff objected as it was offered, but his objections were overruled by the Court and the testimony was admitted - To which overruling of the Plaintiffs objections and admitting of said testimony the Plaintiff then and there excepted.

The Court gave to the jury the following instructions as asked for by the Plaintiff.

Jas. Judge.
vs
Francis Leclaire } Plff's Instructions.

Plaintiffs Instructions

1. If the jury find from the evidence that the horse in controversy was in the peaceable possession of Plaintiff as of his own property, this is sufficient to establish, prima facie, his ownership of the property at that time, - and unless defendant has shown by satisfactory proof that he has since acquired the own-

ership of said property, by virtue of a purchase or legal transfer from Plaintiff, or from some person having a better title, then the Jury will find for the Plaintiff.

2. If the Jury find that Defendant purchased the horse from Robison Dugan, who purchased it from Till Dugan, and that both Defendant and Robison Dugan at the time of their respective purchases, had knowledge of the nature of Till Dugan's claim or title to the horse, then the Defendant, claiming under Till Dugan, can have no better title than he had, and is affected by all the rights which Plaintiff could have asserted against the said Till Dugan.

3. If the possession of Till Dugan, although rightful at first, was continued after the time for which such rightful possession was limited, and after a demand by Judye and a refusal by Dugan to deliver the said horse to Judye - the said Dugan's possession thereupon became wrongful, and no person or persons claiming ownership under him, either with or without notice of the said wrongful possession, can defend such ownership or possession against the rights of the Plaintiff.

4. If the Jury find from the evidence that, in the alleged transaction between the Plaintiff and Till Dugan, it was the intention of the parties that the property in the horse should not pass until a note with security was given, and that such note with security never was given, then there was no complete sale from plaintiff

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to Dugan - the Plaintiff was not thereby divested of his ownership and is entitled to a verdict in this case, unless the Defendant has shown some other and better title than that derived from said transaction.

The Court also gave the Jury the following instructions as asked for by Defendant.

Judge.
vs.
Leclaire.

1. If the Jury believe from the evidence that the horse in controversy was sold by Judge to Tillman, Dugan, and by Tillman Dugan to Robison Dugan, and by Robison Dugan to Defendant, then they must find for Defendant.

2. If the Jury believe from the evidence that it was the intention to pass the property to the horse in question at the time of the purchase by Till Dugan of Judge, and that a note with security was afterwards to be given for the price, then they must find for the Defendant.

And after the rendering of the verdict the Plaintiff filed his motion for a new trial as follows.

James Judge.
vs.
Francis Leclaire.

In the St. Charles Circuit Court
March Term, 1863.

Motion for new trial

Plaintiff moves the Court to set aside the verdict rendered herein, and order a new trial, for the following reasons:

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1. Because the verdict is against the law and the evidence.
2. Because the Jury disregarded the instructions of the Court.
3. Because the verdict is against the weight of evidence.
4. Because improper evidence was admitted on the part of Defendant, which ought to have been excluded.

Lewis & Alexander Attys. for Pltff.

which motion coming on to be heard and considered, was by the Court overruled. To which overruling of said motion, the Plaintiff then and there excepted and tendered this his bill of exceptions, praying that the same may be signed and made a part of the record, which is don. A. King Judge.

State of Missouri
County of St. Charles } I. Pew. Emmons Jr Clerk of the Circuit Court of St. Charles County Certify the foregoing to be a full and Correct transcript of so much of the record and proceedings in the above entitled Cause as is necessary for its proper determination in the Supreme Court, as the same remain of record in my office. In Witness Whereof I hereunto set my hand and affix the seal of said Court October 2. 1863

Pew. Emmons Jr Clk

BELLOR THE CIRCUIT COURT ST. CHARLES COUNTY

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32. (11)

October Term 1863

James Judge
appellant
v
Francis Leclaire
Respondent

Appeal from
St Charles Circuit Court

E. M

Filed October 3d 1863
A. W. Mead
Ck.

Lewis & Alexander
for appt.

F. W. Hinman
for Resp

Clerks fees
Transcrip $4.00

$10. paid

Apt.
1863 Nov 17. Briefs filed Submitted on Briefs
1863 December 7. Affirmed. Opinion filed D.P. 209.

James Judge, Appellant
v.
Francis Leclaire, Respondent

IN SUPREME COURT,
October TERM, 1863.

AND now comes the said Appellant and says, that in the record and proceedings of the Court below, in the above entitled cause, there is manifest error, and for error said Appellant assigns the following, to wit:

1. That said Court admitted improper and illegal testimony offered by Respondent.
2. That said Court rejected proper and legal testimony offered by Appellant.
3. That the Court gave to the Jury improper and illegal instructions.
4. That the Court refused to give to the Jury proper and legal instructions offered by Appellants.
5. That the verdict was against the evidence.
6. That the verdict was against law.
7. That the verdict was against both law and evidence, and against the law under the evidence.
8. That the verdict was against the weight of evidence.
9. That the judgment was rendered in favor of the Respondent when it should have been rendered for the Appellant.
10. That said Court overruled the motion for a new trial, made by Appellant.

E. A. Lewis, for Appellant.

And now come the ..... and for joinder in error say, that there is no error in the record and proceedings of said ..... in said cause, as assigned by said .....

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Jas. Judge, App.
vs. } Assignment
of Errors.
Francis Leclaire, Res.

Filed Oct 15, 1863
A. W. Mead
Clk

James Judge, Plaintiff
v. } Appeal from St. Charles
Francis Bedaire, defendant } Circuit Court

Statement

This was a proceeding commenced in the St. Charles Circuit Court, for the recovery of personal property. The record shows that in autumn, 1856, the horse in controversy first came into the possession of plaintiff; having been driven from the prairie, which was a common pasture, during the summer, for the stock belonging to the inhabitants living in the vicinity, with plaintiff's horses, and turned into his pasture. Plaintiff did not believe the horse in controversy was his, therefore did not brand him, but let him remain with his horses. In the Spring of 1857, one Fillman Dugan bargained with plaintiff for the use of two horses for one year; and taking the horses from the pasture, during the absence of plaintiff, took the horse in controversy without the knowledge and contrary to the wishes of plaintiff. At the expiration of the time of hiring, said Dugan returned the horses to plaintiff, and proposed buying the one in controversy. Plaintiff sold and delivered to him said horse, and said Dugan was to pay him one hundred dollars in twelve months, giving his note for the amount, with security. Shortly after the said sale, and before said Dugan delivered to plaintiff his note for the purchase money, one Mrs. Dauphin claimed the horse, brought suit, and took him from the possession of said Dugan. Plaintiff then refused to contest Mrs. Dauphin's claim, leaving

said Dugan to get out of the difficulty the best way he could. On the day set for the hearing of Mrs. Dauphin's claim, it was ascertained that a fatal error had been committed in instituting the action, and she proposed to compromise the matter with said Dugan by giving up to him all her right, title and claim to the horse and paying the costs, on condition that he would not institute suit on the replevin bond. This proposition was accepted, and the horse was delivered to said Dugan by the officer. Sometime after the termination of said suit Fillman Dugan sold said horse to one Robinson Dugan, who afterwards sold him to defendant Beckam. On April, 1889, plaintiff commenced this action. On the last trial of the cause in the Circuit Court, no exceptions were taken by plaintiff to the instructions given by the court on the part of the defence, or to the introduction of any of the evidence, except that relating to the Dauphin claim and suit. The court committed no error in permitting that evidence to go to the jury, as the acts and declarations of plaintiff in reference thereto were matters of public notoriety, and were a part of the facts known to defendant, and evidencing who was the title to the horse existed. The second instruction asked by plaintiff and given by the court requiring the jury to determine the extent and character of defendant's knowledge of Fillman Dugan's title to said horse. There was conflicting testimony on all the questions submitted to the jury in the case, and it was the province of the jury

Points

to determine the weight of evidence, and this court will not interfere with their verdict. ~~Springmeyer et al.~~ Rider vs. Springmeyer et al. Mo. R. vol. 30 page 234; ~~vol.~~ ~~[illegible]~~ State vs. Upton Mo. R. vol. 20 page 397

F. W. Hinman Atty. for Resp't.

Judge v. Leclaire } Resp'ts Brief

Filed Nov 17. 1863
A.W. Mead Clerk

[4]

James Judge, App.
v.
Francis Leclaire, Res.

Appeal from St. Charles Circuit Court — In the Supreme Court — Oct. Term, 1863.

Statement of the Case, by appellant.

The appellant sued respondent for the recovery of a horse, giving bond &c. under the statute and obtaining possession of the property. The answer denied plaintiff's right to the possession, and the unlawful detention by defendant. Record, page 2.

The evidence disclosed, substantially, the following facts: That the horse in controversy was in plaintiff's undisputed possession, as owner, in the year 1856, and until the hiring hereinafter mentioned, in the Spring of 1857. That one Silman Dugan, in the Spring of 1857, hired the horse of plaintiff for one year, with an indefinite sort of understanding that at the expiration of that period Dugan might purchase the horse from plaintiff. When the year expired, Dugan took the horse to plaintiff's house where a bargain was made between the parties — Dugan purchasing the horse at the price of one hundred dollars, for which he was to give his note with security, payable in twelve months, and upon the delivery of such secured note to plaintiff the latter was to execute a bill of sale to Dugan. (Record, page 7.) The note was drawn up and Dugan took it away with him to get security upon it — riding the horse away and thereafter keeping it in his possession. Dugan never returned the note to plaintiff — never obtained

security on it, and never returned the horse, but afterwards sold the property to his brother, Robison Dugan, who sold it to defendant — both purchasers having at the time of their respective purchases, knowledge of the nature of the transaction between Tilman Dugan and the plaintiff. (Record, page 10 — Robison Dugan's testimony.) The evidence further showed that one Mrs. Dauphin, supposing she had some claim to the horse, sued Tilman Dugan for it before a Justice of the Peace, and "compromised" by dismissing her suit and paying the costs — verbally relinquishing to Dugan whatever right she might have to the property. That during the pendency of that suit, the plaintiff said, in a conversation with a third party, that he would have nothing to do with said suit — adding that if Mrs. Dauphin could prove a clear title to the horse, she might have him. (Record, p. 9 — Barwise.) It also appeared that after Tilman Dugan's supposed purchase from plaintiff, and during the same Spring, plaintiff demanded the horse back, but Dugan refused to re-deliver, alleging that he had heard of Mrs. Dauphin's claim, and did not know to whom the horse belonged. Plaintiff excepted to all the testimony relating to Mrs. Dauphin's suit, for irrelevancy and incompetency, and also to the instructions given on the part of defendant. (Record, pages 12, 14.) The verdict was for defendant, and plaintiff appealed.

Points and authorities.

1. The Court erred in admitting the testimony concerning the Dauphin suit. The plaintiff was no party thereto, nor in any way bound by it or its results. It was calculated to mislead the Jury into an impression that Mrs. Dauphin had some sort of title better than plaintiff's, which Dugan thereby acquired.

2. The instructions given do not place the law of the case properly before the Jury. As to the pretended sale by plaintiff to Tilman Dugan, upon which the case was made to turn, it was clearly incomplete, and vested no title whatever in Dugan, which would hold good to a purchaser with ~~Ka~~ notice of the facts. Because 1. The sale was conditioned expressly on the giving of a note with security by the vendee to the vendor. 2. Something remained to be done by the vendor, to wit, the execution of a bill of sale, before

the transaction was to be complete — and this was expressly stipulated not to be done until after the delivery of the secured note.

3. The delivery by the vendor to vendee, under such circumstances, is never conclusive against the vendor, of a completion of the sale and passing of the property. And, even if it were so ordinarily, it could not be in this case, because the alleged delivery was a mere continuance of the possession which Dunn already had as a hirer.

Ward vs. Shaw, 7 Wendell, 404
Rapelye vs. Mackie, 6 Cow. 250
Whitwell vs. Vincent, 4 Pick. 449
Keeler vs. Field, 1 Paige, 312
Haggerty vs. Palmer, 6 Johns. Ch. R. 437
Hussey vs. Thornton, 4 Mass. 405
Smith vs. Dennie, 6 Pick. 266
Furniss vs. Hone, 8 Wend. 256

3. The verdict was clearly against the evidence, and against the instructions as given; and the Court therefore erred in refusing a new trial.

E. A. Lewis,
for Appellant.

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Jas. Judge, App.

v.

Francis Leclaire, Res.

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Appellant's Brief.

E. A. Lewis.

Filed Nov 17, 1863

A. W. Mead Clk

James Judge

vs

Francis Leclaire

This record does not present any point for review. A general objection was made to some testimony introduced, but the ground of objection does not appear. No objection was made or exception taken to the instructions given and there were no instructions refused.

Judgment affirmed

Barton Bates

Judges Bay & Dryden concur.

V 47

James Judge

vs

Francis Leclaire

Opinion

Affirmed

Filed December 7. 1863

A.W. Mead Clk

Bates