

Richard H. Turner, a witness produced on the part of the plaintiff, being duly sworn, on his oath saith:

I live at Atlantic City, New Jersey. I am Superintendent for Henry Disston & Sons at Atlantic City. I attended a Sheriff's sale at Atlantic City, of the property of George Strauch at the suit of Hamilton Disston, et als. Samuel V. Adams was Sheriff and made the sale by virtue of an execution at the suit of Hamilton Disston and als. against George Strauch. Two Barouches were levied on and sold. This sale took place the fourteenth day of June, eighteen hundred and seventy-nine. I gave the sheriff an indemnifying bond in the case. The reason I gave this bond was because some one claimed the property that was to be sold. I bid at the sale and David Dunn bid. I bid on the first one, one hundred and fifty dollars; I bid one hundred and seventy dollars on the second one. The property was struck off to David Dunn for Richard Doughty. They were delivered to Richard Doughty by the Sheriff. I believe they brought three hundred and thirty-five dollars. These barouches were levied on in Strauch's, the defendant's wheelwright shop; they were not finished. I was present at the time of the Sheriff's levy. Sheriff Adams told me after the levy that he had told Mr. Doughty that he, the Sheriff, had a levy on the carriages, and that he, Doughty, had better not buy them, as he would get in trouble. At the time of the sale and just before it took place, Mr. Dunn said publicly that the wagons were not good, that they were not worth anything. After the sale the Sheriff told me that Doughty would fix the thing up with him, and pay him for the wagons after he got over home at Absecon. The sale took place in Atlantic City.

R. H. TURNER.

Sworn and subscribed before me this 10th day of June, 1880. Richard T. Miller, Supreme Court Com'r.

Counsel for plaintiff offers in evidence paper marked Ex-

hibit A on the part of the plaintiff, which paper is the original execution, levy and return in the case of Hamilton Diss-ton and als., against George Strauch:

Alexander H. Sharp, a witness produced on the part of the plaintiff, being duly sworn on his oath, saith:

I am the Attorney of record of the plaintiff in this cause. I served a copy of the rule granted in this cause upon Harry L. Slape, Esq., the Attorney of Samuel V. Adams I also served notice of the taking of depositions, at the same time. I also served a copy of the Rule and notice of taking testi-mony at the time and place on Samuel V. Adams, by mail-ing the same in a registered letter directed to Port Repulic, his post office address, and received therefor his registry return receipt signed by himself, and I know that to be his signature. Receipt offered in evidence and marked Exhibit B. of plaintiff.

ALEX. H. SHARP.

Sworn and subscribed before me this 10th day of June, A. D., 1880. Richard T. Miller, Supreme Court Com'r.

Sheriff's return to writ of fieri facias issued in the above suit is that he levied on, and June fourteenth, 1879, sold two barouches of the defendant to David Dunn for Richard Doughty and John B. Champion for \$335, but that the said David Dunn, Richard Doughty and John B. Champion re-fused to pay the said sum of \$335, for said barouches or any part of the said sum of money due the said Sheriff un-der said execution.

R. H. TURNER.

Sworn and subscribed before me this 10th day of June, 1880. Richard T. Miller, Supreme Court Com'r.

Counsel for plaintiff offers in evidence paper marked Ex-

NEW JERSEY SUPREME COURT.

HAMILTON DISSTON, ET AL.,	}
vs.	
GEORGE STRAUCH.	

This matter coming on to be heard before the Court, in the presence of the counsel of the respective parties upon the rule entered herein on the twenty-seventh day of February, last past, and also upon the rule to show cause why said first mentioned rule should not be vacated, and upon hearing said counsel on both sides, it is ordered that so much of the said first mentioned rule as directs that S. V. Adams, late Sheriff of the County of Atlantic, to pay forthwith to the Clerk of the Supreme Court the sum of three hundred and thirty-five dollars with interest from June 14 1879, etc., be vacated.

And it is further ordered that said S. V. Adams show cause before the Supreme Court on Tuesday, the fifteenth day of June, instant, at ten o'clock A. M. in the State House at Trenton or as soon thereafter as Counsel can be heard why he should not pay to the Clerk of the Supreme Court the sum of three hundred and thirty-five dollars with interest as aforesaid, and it is ordered that both parties have leave to take affidavits to be used upon the hearing of this rule, and that the question of costs abide the event of this motion.

Dated June 4th, 1880.

Entered June 4th, 1880.

On motion of

ALEX. H. SHARP,
Attorney of Plaintiffs.

NEW JERSEY SUPREME COURT

HAMILTON DISTON ET AL.

George Stanton

This matter coming on to be heard before the Court in the presence of the counsel of the respective parties upon the rule entered herein on the twenty-seventh day of February, last past, and also upon the rule to show cause why said first mentioned rule should not be vacated and upon hearing and counsel on both sides it is ordered that so much of the said first mentioned rule as directs that S. V. Adams, late Sheriff of the County of Adams, to pay forthwith to the Clerk of the Supreme Court the sum of three hundred and thirty-five dollars with interest from June 14, 1880, be vacated.

And it is further ordered that said S. V. Adams show cause before the Supreme Court on Tuesday, the fifteenth day of June, instant, at ten o'clock A. M. in the State House at Trenton or as soon thereafter as Counsel can be heard why he should not pay to the Clerk of the Supreme Court the sum of three hundred and thirty-five dollars with interest as aforesaid and it is ordered that both parties have leave to take affidavits to be used upon the hearing of this rule, and that the question of costs abide the event of this motion.

Dated June 4th, 1880.

Entered June 4th, 1880.

On motion of

ALEX. H. SHARP,
Attorney of Plaintiff.

NEW JERSEY, ss. The State of New Jersey, to our
Justices of our Supreme Court of Judica-
ture, of the State of New Jersey, GREETING:

L. S.

Because in the record and proceedings, and 10
also in the giving of the judgment and order in the case
of Hamilton Disston and others, against George Strauch,
upon a rule to show cause, against Samuel V. Adams,
late Sheriff of Atlantic county, which was in our said
Supreme Court before you, manifest error hath inter-
vened to the great damage of the said Samuel V. Adams,
as by his complaint we are informed. We being willing
that the error, if any there be, should in due manner be
corrected, and full and speedy justice be done to him,
the said Samuel V. Adams, in this behalf, do command 20
you, that if judgment be thereupon given, that you send
distinctly and openly, under your seal, the record and pro-
ceedings aforesaid, with all things touching and concern-
ing the same, to the Court of Errors and Appeal, before
the judges thereof, on the second Tuesday of March next,
and this writ, and that the record and proceedings afore-
said, being inspected, we may cause to be done thereupon
what of right and according to law ought to be done.

Witness,

THEODORE RUNYON.

30

Our Chancellor and President Judge of our said Court
of Errors and Appeals, at Trenton, aforesaid, the twenty-
third day of February, A. D. eighteen hundred and
eighty-one.

HARRY L. SLAPE, Att'y

HENRY C. KELSEY, Clerk.

NEW JERSEY SUPREME COURT.

November Term, 1880.

10	HAMILTON DISSTON, and als.,	}	IN CASE.
	vs.		ON RULE TO
	GEORGE STRAUCH.		SHOW CAUSE.

The court having heard the argument of counsel on the rule to show cause, heretofore entered in this cause, why S. V. Adams, late Sheriff of the county of Atlantic, should not pay to the clerk of the Supreme Court the sum of three hundred and thirty-five dollars, with interest from June 14th, 1879, and duly considered the same:

20 It is ordered that the said rule to show cause be, and the same is hereby made absolute, and that said S. V. Adams, after deducting the costs, Sheriff's fees and commissions remaining unpaid, do pay the balance of the sum bid at the sale, to the plaintiffs in execution, with costs of this application to be taxed.

Entered December 10th, 1880.

On motion of

ALEX. H. SHARP, Att'y.

BENJ. F. LEE, Clerk.

NEW JERSEY COURT OF ERRORS AND APPEALS.

SAMUEL V. ADAMS,

PLAINTIFF, IN ERROR,

VS.

HAMILTON DISSTON, ET AL.,

DEFENDANT, IN ERROR. }

ERRORS.

10

And now at this day the plaintiff in error assigns the following causes of error :

Because the order of the said Supreme Court was against the law of the land.

Because the defendant, in execution, did not own the two barouches, and the purchaser took no title by the sale.

Because the delivery of the barouches to the purchaser after the sale, and before payment was by the consent of the attorney for the plaintiff in execution. 20

Because the liability of the sheriff, the plaintiff in error, could not be fixed and determined upon the rule to show cause.

Because the plaintiff in error has not the possession of the goods.

Because the motion is informal, being in the nature of money had and received, when the return and proofs show that the money had not been received by the plaintiff in error.

Because the said rule to show cause should have been 30 dismissed, and for nothing holden, whereas it was made absolute.

Because the order of the court below is oppressive and irregular, and should be reversed in part, at least, if not in whole.

HARRY L. SLAPE,

Attorney for plaintiff, in error.

NEW JERSEY SUPREME COURT.

HAMILTON DISSTON, et al.	}	IN CASE
vs.		ON RULE TO
GEORGE STRAUCH.		SHOW CAUSE, &c.

10 Examination of witness, in the above stated cause, taken by the consent of Harry L. Slape, counsel for S. V. Adams, and Alex. H. Sharp, counsel for Hamilton Disston, and others, that the same should be used as testimony taken in the above cause on the return of the rule to show cause, &c., against S. V. Adams the same as if taken before a Supreme Court Commissioner, before me, Joseph Thompson, Jr., a Master of the Court of Chancery of the State of New Jersey.

20 SAMUEL V. ADAMS, a witness produced on the part of said Adams, being duly sworn according to law, on his oath saith:

I am the late Sheriff of Atlantic county; my term of office expired as Sheriff in November, 1878. There was an execution placed in my hands before my term of office expired, against George Strauch, at the suit of Hamilton Disston and others. There were two writs placed in my hands in the above cause against this defendant.

Ques. At what time was the first execution placed in
30 your hands?

(Objected to.)

Ans. I think in 1877.

Ques. What was subsequently done with the execu-
tions?

(Objected to.)

Ans. It was returned to the Court.

Ques. To your knowledge, was any levy made upon any barouches as the property of the defendant?

(Objected to.)

Ans. Not to my knowledge—for want of goods to levy upon.

Counsel for S. V. Adams offers, as an exhibit in this cause, the original execution and return thereto made by the Sheriff, now on file in the clerk's office of the Supreme Court of this State.

(Objected to by plaintiff's attorney.)

10

After the return of this writ, an alias execution in this cause was placed in my hands.

Counsel for S. V. Adams requests counsel for the plaintiff to produce the papers marked Exhibit "A," on the part of the plaintiff, which papers were offered in evidence on the part of the plaintiff in an examination of witness as taken in this cause before Richard T. Miller, one of the Commissioners of the Supreme Court of this State, on Thursday, June 10th, 1880, which papers consist of the original executions levy and return of the Sheriff in the above cause, taken from the files of this Court and now in the possession of the counsel for the plaintiffs, which request is refused. Counsel for the plaintiff does not refuse to produce the papers, but does refuse at this time.

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Counsel for S. V. Adams states: By reason of the same being taken from the files he was unable to procure a certified copy of the same from the clerk.

(The last statement by counsel for S. V. Adams objected to by counsel for plaintiff.)

30

Ques. By virtue of this last writ did you levy upon any personal property that was claimed by the defendant to be his?

(Objected to.)

Ans. I levied upon some property that was said to be his, but he said was his father-in-law's; that property

consisted of three barouches and a wheelwright shop ; at the time of the levy the defendant said the barouches were not his.

(Objected to.)

At the time of the levy two of them were done and the other was not all ironed. I made the levy May 11, 1878; at the request of Mr. Sharp, the attorney for the plaintiff, I made the levy ; I think Mr. Turner, the agent for the plaintiff, was present at the time the levy was made.

10 Ques. Did Mr. Turner then and there request you to levy upon these barouches, although the defendant stated that they did not belong to him ?

Ans. He did.

Ques. Who did the defendant state was the owner of the barouches at the time of the levy, in your presence and the presence of Mr. Turner ?

(Objected to.)

Ans. His father-in-law.

20 Ques. Did the defendant, at that time, disclaim all right, title and interest in and to the barouches ?

(Objected to.)

Ans. He did.

I so informed the attorney for the plaintiff and demanded an indemnifying bond. I advertised the property for sale, and Strauch told me if I sold them his father-in-law would sue me. The sale was adjourned three times before I got the bond. Some time after the levy was made, I was requested to sell. I do not know how long from the
30 time of the levy until I received the bond; was almost a year. I went on and sold after receiving the bond. Before the sale, a claim of property was put in by Richard Doughty and John B. Champion. I do not know whether the bond was given before or after the claim of property. I remember now that the claim of property was put in before the bond was given. I sold two barouches at the sale, they were in the possession of

Champion and Doughty; they were sold June 14th, 1879. I don't think I have the notices of claim of property that were served upon me by Doughty and Champion; they were sold at Champion's Hotel, Atlantic City. Doughty and Champion's horses were hitched to them at the time of the sale, they were bought in by Champion and Doughty at the time of the sale; they sold for \$335.00 at the sale. The attorney for the plaintiff and Mr. Turner were present at the time. After the sale, Mr. Doughty said he would go over to Absecon, and after we got there, we went to Mr. Sharp's office, and arrangements were made to pay Mr. Sharp the money. I think the money was to be paid the next week; he said he wanted to see Mr. Slape before he paid it. Mr. Slape was not present at the time of the sale. Mr. Sharp was to receipt for the money; he was to receive it for me. I was not to come down to receive it; that was the understanding between Mr. Sharp, Mr. Doughty, and myself. I was sick at that time, some two or three weeks afterwards. Mr. Sharp wrote me that Mr. Doughty had not paid the money. I afterwards had a conversation with him. I do not remember what was said, but it was something about prosecuting me if I did not get the money, and he wanted me to sue Mr. Doughty.

(Mr. Sharp objects to Mr. Slape's asking the leading question.)

Ques. Did he state anything during the conversation you had with him, why he wanted you to bring suit and why he did not want to bring suit against Mr. Doughty?

(Objected to.)

Ans. He said Mr. Doughty was a good client, and he did not want to sue him. He requested me to employ other counsel to prosecute the case. I told him I was not able to go to the expense to employ other counsel. I do not know, I can't say that I told Mr. Sharp to bring suit in my name.

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Ques. Are you willing, and have you always been willing, that the counsel for the plaintiffs should bring suit in your name to test the title of this property, and recover, if possible, the purchase money?

(Objected to.)

Ans. Yes.

I have not received any part or parcel of this purchase money from Mr. Doughty or Mr. Champion; I suppose that fact has been well known by the attorney of the plaintiffs. I did not adjourn the sale of the property on the
10 fourteenth of June, the time the claim of property was put in by Champion & Doughty, because the counsel for the plaintiffs gave me a bond, and said go ahead with the sale.

Ques. Did you tell Mr. Turner, the agent for the plaintiffs, after the levy, that you told Mr. Doughty that you had a levy on the carriages, and that he had better not buy them, as he would get in trouble?

Ans. I told Mr. Turner that I told Mr. Doughty I had
20 a levy on the carriages. I did not to my knowledge tell him that I told Mr. Doughty he would get in trouble if he bought them; this was before Mr. Doughty purchased them at this last sale. Mr. Doughty said he bought the carriages of Mr. Strauch's father-in-law; this conversation was after Mr. Doughty had purchased of Mr. Strauch's father-in-law.

Cross-examination:

30 The first writ in this case was returned to court, I think, in the latter part of 1877, or forepart of 1878. I was instructed by Mr. Sharp to return the writ. Mr. Strauch's father-in-law did not put in a claim of property in this case. I demanded the indemnifying bond a long time before I sold. I was never instructed by counsel for plaintiff not to advertise the property levied on in

this suit. I was instructed by counsel for plaintiff to adjourn it several times.

Ques. Do you know why this case was adjourned two or three times.

Ans. Mr. Gardner said Strauch was going to give notes for security for the claim.

(The above answer objected to.)

I was instructed by some of the agents of Disston, or by his counsel, to discontinue the sale, and I discontinued it; this was in 1878. I think I came down to Atlantic City, and the sale was discontinued; this was in 1878. I do not know what time in the year I told Champion's drivers to bring the carriages to the hotel, at the time of the sale; I think Mr. Doughty went after one, he did it through my instruction. I told him to bring the barouche that he brought, and he said, "all right, that he would do it." The carriages were in Mr. Doughty's possession and in my possession, by virtue of the levy, I made this levy under the alias writ.

Exhibit "A" shown S. V. Adams, and says that is the writ by virtue of which I made the levy. I made the levy after the writ was delivered to me. I made the levy a short time after I received the writ. I do not know whether Mr. Doughty knew that these goods were levied upon when he bought them. I told him on the train that I had a levy on them. I do not know how I came to mention it, or whether he mentioned to me. I do not know whether he asked me if I had any levy on them, and told me he intended to levy them. Champion's Hotel is kept by John B. Champion. Mr. Doughty and Mr. Champion were both present at the sale. David Dunn bid for Champion and Doughty; Richard Turner also bid. If these goods had been struck off to Mr. Turner I should certainly have delivered them to him. After the sale I delivered the goods to Champion and Doughty. I came in your office, at Absecon, to make arrangement for

paying for them with Doughty. Absecon is about eight miles from Atlantic City. I had a conversation with Mr. Doughty before I come in your office. I could not say what was said in going over to your office from his house. I went to his house after the money; I mean the money for the barouches. I asked him for the money; he said he had paid for them once. I do not remember what I said to him. I said we would go to Mr. Sharp's office. He said he did not have the money by him. The agreement in Mr. Sharp's office was that he should pay Mr. Sharp the money.

10 Ques. What was the conversation that took place in my office?

Ans. The conversation was that Mr. Sharp should receive the money and save me the trouble of coming down. I live seven miles from Absecon.

Ques. Did you understand from the conversation referred to that took place in my office, that an agreement was made by which you were discharged from performing your duties as Sheriff?

20 Ans. No, sir, there was no agreement about it. All I know is, the money was to be paid to you; the money was to be paid to Mr. Sharp because Mr. Doughty wanted to see Mr. Slape. Mr. Sharp suggested that the money be paid to him to save me the trouble of coming down. I do not remember that any day was fixed to pay the money. The reason I did not get the money when I delivered the carriages, was that Mr. Doughty said he did not have the money.

30 Ques. Why did you not when Mr. Doughty refused to pay for the barouches, put them up and sell them again?

Ans. Mr. Doughty said he did not have any money here, and I said to Mr. Sharp that Mr. Doughty said he did not have the money there, but that he would pay for them when he got to Absecon. Mr. Sharp said he was a responsible person; this must have been after the ba-

rouches were delivered, as I demanded the money. I do not know that I demanded the money of Mr. Doughty after the conversation in your office, as you wrote me that he refused to pay for them. After Mr. Doughty refused to pay for the carriages, you instructed me to collect the money. I did not do it because I was not able to hire counsel. I wanted you to act for me to save costs. I had not consulted with Mr. Slape, as I remember, when I asked you to bring this suit. I never consulted with Mr. Slape as to the best course for me to pursue, not to my knowledge. I do not remember of saying that Mr. Slape advised me that it was Disston's place to see Doughty, and not my duty. I think that after you told me to get counsel, and that Mr. Doughty was a client of yours, and that it would not look well for you to sue him. You said to me out here at the cars, that you wanted me to make the money; this was after the sale in 1879. You said get some good lawyer, and not to depend upon what "Bill Moore" told you, and I said I was not able to hire counsel. I do not think I had spoken to Mr. Moore about this case. 10 20

Ques. Why would I mention Mr. Moore's name, if you had not consulted him?

Ans. How do I know? I may have told you that I consulted Mr. Moore about collecting this money for Mr. Doughty.

I may have authorized Mr. Moore to commence suit against Mr. Doughty after you served that notice on me. I suppose Mr. Moore would have charged me for his services. 30

Ques. Why was the suit not brought by Mr. Moore?

Ans. I don't know that I can answer that question, unless it was because you said get good counsel. I am not positive; you suggested that I get D. J. Pancoast as counsel. I do not know why you suggested that I get Pancoast. I owe Mr. Doughty and he owes me. I never

said to you that if I sued Mr. Doughty he would offset it with what I owed him. You never told me in your office that he could not offset a debt that I owed him against me; in my official capacity I knew that without.

Ques. Don't you know that it was on account of this offset, that I advised you to get Mr. Pancoast?

Ans. No.

10 I could not say why I did not ask Mr. Doughty for this money, after you notified me that you would hold me liable. I could not say why I did not ask him after the rule was served on me. I have made an affidavit in this case. It was after you served the rule on me. I think three months ago. I do not know whether it has been filed in court or not. I suppose it had been, as it was to be used in court. I do not know what Mr. Slape did with it.

Ques. Had you a memorandum that you referred to, when Mr. Slape asked you when you made the levy?

20 Ans. All the memorandum that I had was the advertisement of the property.

The memorandum of the date of the levy is not on the advertisement. I don't know anything about whether Mr. Doughty had bought the barouches before or after the delivery of the writ, at the suit of Disston against Strauch to me.

Ques. Did you not tell Mr. Turner that you had told Mr. Doughty that you had levied on the barouches, and that he, Mr. Doughty, bought them of Strauch's father-in-law, with full knowledge of the levy?

30 Ans. No, I did not. I told Mr. Turner that I told Mr. Doughty that I had a levy on those barouches. I suppose the reason that I come to tell Mr. Turner was, that we were talking about it. I do not know that you told me to tell Mr. Doughty to bring the carriages to the place of the sale. I do not know that I told you Mr. Doughty would bring them to the place of the sale.

Ques. Did not you tell me, that Mr. Doughty would bring the barouches to the place of sale, that he had bought after the levy, and that he knew it?

Ans. I have no recollection of any such conversation. I think it was after the levy that Mr. Doughty told me that he had bought the goods of Strauch's father-in-law. I do not remember how long after the levy.

Re-direct.

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Ques. What was your understanding of the arrangement made in Mr. Sharp's office, as to the payment of the purchase money to Mr. Sharp?

(Objected to.)

Ans. The arrangement was that Mr. Doughty was to pay it to Mr. Sharp. At the time, I told Mr. Sharp that Mr. Doughty did not have the money, but would pay it in Absecon. I did not say, anything else, but that he was a responsible man, not that I remember.

Ques. Did you not say during the cross-examination 20 by Mr. Sharp upon that point, that Mr. Sharp said that it was all right, that Mr. Doughty was a responsible man?

(Objected to.)

Ans. I did. As near as I can tell Mr. Sharp said that he (Doughty) was responsible, and it would be all right. After that I went to Absecon.

Ques. Were these barouches, on the day of the sale, in the use of Champion and Doughty?

(Objected to.)

30

Ans. They were.

Ques. Were they, on that day, in the use of their business?

(Objected to.)

Ans. They were. They were brought to the place of sale on that day, at my request, by a statement from me

that I had a levy on them. The horses were attached to them on the day of sale. After the sale Mr. Doughty said he would pay me the money at Absecon.

Ques. Did he state that he would pay it under protest?
(Objected to.)

Ans. Yes, sir.

Ques. After the statement made by Mr. Doughty that the money would be paid at Absecon, what did the teams do?

10 (Objected to.)

Ans. They were then driven off.

Re-cross-examination:

I had delivered the barouches to Mr. Doughty before he said he would pay the money under protest; he said he would pay under protest at Absecon. He never paid me.

20 Re-direct:

Ques. You say you delivered these barouches to Champion and Doughty after the sale, what did you do to deliver them?

(Objected to.)

Ans. Their men drove them off.

Ques. Did you do anything to deliver them to Champion and Doughty?

(Objected to.)

Ans. After I sold them their men drove them off.

30

S. V. ADAMS.

Sworn and subscribed to before me, June 14th, A. D., 1880.

Jos. THOMPSON, JR., M. C. C.

GEORGE STRAUCH, sworn witness, produced on the part of S. V. Adams:

I reside in Atlantic City. I am the defendant in a suit of Hamilton Disston and others vs. Geo. Strauch.

Ques. Do you recollect whether Mr. Doughty purchased a barouche in the year 1878, out of a wheelwright shop in which you were employed?

(Objected to.)

Ans. Yes sir, he purchased one from the shop. The carriage was built in the shop.

Sheriff Adams came to the shop in the year 1878, in May, and made a levy. He said George you have got a 10
barouche here and I am going to levy on it, and I told him the barouche did not belong to me, but that it belonged to my father-in-law. I further told him he could not call it a barouche as it was not done, the trimmer was working at it yet. It was not completed at that time. Lewis Reed was with him, but not in the shop. I did not see Mr. Turner with him at that time. I think this was in the middle of May, about the 15th. He said he was going to make a levy. That barouche was afterwards sold to Mr. Champion; it was sold to him 20
by my father-in-law at the time of the levy. I did not have any right, title or interest in the barouche. My father-in-law was the owner of that barouche, he sold it to Mr. Champion during the first week in June following. My father-in-law resides in Philadelphia. He came down from the city and sold to Mr. Champion. At the time the sheriff came there he said he was going to levy on the new barouche I had. Mr. Doughty purchased one of the barouches in the fall following the levy. He purchased it from me, but I was authorized to 30
sell it. My father-in-law requested me to sell it for him. At the time of the levy the barouche purchased by Mr. Doughty was not built yet except the body, the wood-work of the body was completed. I mean the bare body. I do not know whether the sheriff levied on it or not. I did not at any time have any right or title in

them, my father-in-law was the owner. I was employed by my father-in-law to build these two barouches. I told the sheriff at the time I did not own them.

(Counsel for plaintiff objects to all the above testimony that relates to the title of the barouches.)

Cross-examination :

I do not remember what Mr. Doughty paid for the barouche. He paid me for it. I did not tell him that the
 10 sheriff had levied on it before he bought it, as I did not know what he had levied on. I did not tell him that the sheriff had been there in the shop to make a levy.

Re-direct :

The proceeds of the sale of the barouche purchased by Mr. Doughty I sent to my father-in-law with the excep-
 20 tion of a pair of horses and I sent them up ; they were part of the consideration. The sign over my shop is "George Strauch, Atlantic Carriage Works;" the sign has been there ever since the shop was built. My father-in-law purchased the materials through my directions. I gave him the specifications, he purchased them and paid for them. I think he purchased them at Kime's. To my recollection he paid for them out of his own money. I did not send him the money to pay for them ; they were not charged to me. I think Kime's place of business is Third and Race streets, Philadelphia. My
 30 father-in-law requested me to sell the barouches but not to him directly. He told me to sell personally. I consulted him about taking the horses in exchange. I did it personally. In the beginning my father-in-law bought a shop for me. In the beginning I did business in my own name. I think in the fall of 1876 the sheriff had the shop locked up for about a week, after that I did not do anything but a little repairing. In the winter of 1877

we started on wagons, the materials were bought by him. I was to get \$75.00 after the wagons were sold, for my labor on each wagon. When I made this arrangement I was in debt. I dealt with Schrauch and with Shoemaker in Philadelphia, on Fourth street.

Re-direct.

My father-in-law made this arrangement in order to give me employment, and to keep the shop going. My father-in-law's name is William Schaisy. 10

GEORGE STRAUCH.

Sworn and subscribed to before me, June 14th, A. D., 1880. Jos. THOMPSON, JR., M. C. C.

Richard Doughty, sworn, a witness on the part of S. V. Adams.

I reside at Absecon. I have heard the testimony of George Strauch in this case. His testimony is correct as to the purchase of a barouche by me. I think I got it Sept. 8, 1878, and I did not hear that there was any claim against it until the day of the sale. Sheriff Adams asked me about 11.30 o'clock on that day, if I would send that wagon up to Champion's. I said what wagon. He said the wagon George Strauch built. He said I have some claims on it, but there will be no sale, but I want to clear myself of them. I sent it up. The Sheriff said you had better put in your claim, as they are going to indemnify me, and I will sell. Champion and I put in our claims. They were afterwards sold, and David Dunn bought them in for us. After they were sold, I told my man to go off, that I had paid for them once, and I did not intend to pay for them again. After the sale I told the Sheriff if it was right I would pay it. I said I would see him at Absecon. I saw Mr. Sharp and said if it was right I would pay it on Monday. This was at Mr. 20 30

Sharp's office. I think there was an arrangement made that the Sheriff should not come down, and that the money should be paid to Mr. Sharp. There was nothing said about a receipt. I saw Mr. Sharp on Tuesday morning, and told him I would not pay it. I was in the possession of the barouche at the time of the sale, and have been ever since I purchased it, and am still. I remember the time Mr. Champion bought the barouche of Mr. Strauch's father-in-law. I was here, and we all went
 10 to the shop together. I think it was the first part of June, 1878. At this time the barouche, that I subsequently purchased, was not constructed, only the body was there. I do not know that it was this body.

Above testimony as to title objected to.

Cross-examination :

Several told me not to pay for the barouche again. I could tell who, but I do not know as it is particular. I
 20 don't know what you said first, but on the platform at Absecon, but you said that you did not know what in the devil to do unless you advertised them over again. That was after I said I would not pay for them.

RICHARD ^{his} DOUGHTY.
 mark.

Sworn and subscribed to before me, June 14th, A. D. 1880.

Jos. THOMPSON, JR., M. C. C.

30 JOHN B. CHAMPION, sworn, a witness on the part of S. V. Adams:

I reside at Atlantic City. I heard part of the testimony of George Strauch. I heard that part in regard to my purchasing a barouche of his father-in-law. I purchased it about the forepart of June, 1878. I con-

tracted with his father-in-law for the purchase of it, and paid him for it, and took a receipt for it. This was the barouche that was afterwards sold by Sheriff Adams on the 14th of June. It was in my use and possession at the time of the sale. I never gave up possession of it. I put in a written claim of property at the time of the sale. Sheriff Adams requested me to bring the barouche at the place of the sale claiming he had a levy on it. After the sale I told the driver to go on with it. There was no delivery of possession to me after the sale. I refused to pay the sheriff for the wagon on the ground that he had no right to sell the wagon under that execution; that I had paid for it once. Mr. Doughty and I were advised by counsel that the question of title could be raised by our refusing to pay the purchase money. 10

No cross-examination.

(Counsel for the plaintiff objects to all testimony as regards the title of the barouches.)

J. B. CHAMPION. 20

Sworn and subscribed to before me, June 14th, A. D., 1880.

JOS. THOMPSON, JR., M. C. C.

A true copy,

BENJ. F. LEE, Clerk.

