

Sanger Camp & Co }
vs } Enn to Richland
A. M. Kincaid }

This was an Action of Replevin for
One Bay Horse one Brown Horse & one yoke
of Oxen. Deft. plead 1st non caput.
2^d property in one Selang, 3^d property
in the Deft. issue joined on all the pleas.
The verdict of the jury was in favor of Plffs
for the Oxen, and the Horse to the property of the
Deft.

The record shows that the Plffs abandoned
their claim to the bay Horse, and that the
right still to the Brown Horse although taken
by the writ of replevin, was to be considered as
taken and in trial.

It is shown by the testimony of
1. R. I. McKinney, who was the bookkeeper & clk of Plffs
that on the 22^d April 1854. the plffs let over to
Selang have the horses & oxen in selection
mentioned, and for which Selang executed the
following writing— "Received of Sanger
Camp & Co" the following property at their
respective valuations annexed to this, one
Bay Horse \$50, one Brown Horse \$35, one
yoke of Oxen \$65, the above property to be
placed on (any section) O & N Rail Road
and used in the prosecution of the work
thereon, as the property of Sanger Camp & Co
and for the use thereof I do agree hereby
to pay the said Sanger Camp & Co such
fair and equitable sum of money as
may be agreed upon hereafter by the parties

The above mentioned oxen however to be returned to the said Sanger Camp & Co, should the suit of Charles Grater vs Sanger Camp & Co now pending be decided adversely to them. In testimony whereof I have hereunto set my hand and seal this, twenty second day of April A.D. 1854

James Delaney

Attest R. J. McKinney.

McKinney further testified that the Bay Horse mentioned had before then been the property of J. L. Munson & Co, a firm composed of John L. Munson, William King, & Edwin Camp, the two latter being members of the Company of Sanger Camp & Co, that the Brown Horse was before & at the time of giving said Receipt the property of Sanger Camp & Co, that the Oxen were in possession of Sanger Camp & Co claimed by them, but were with other work cattle then involved in a Replevin suit pending in the Lawrence Circuit Court, — that the said Delaney was a subcontractor on the work of the county of Richland,

- 2 By Mills who was Clerk of J. L. Munson & Co, that Delaney rec^d. the Horses & Oxen in the receipt mentioned, that the Oxen & Brown Horse were the property of Sanger Camp & Co,
- 3 By J. L. Munson, that the Brown Horse & Oxen in the receipt mentioned he saw in the possession of the said Delaney on Delaney's work in Richland Co, Mo, — that the Brown Horse & Oxen were the property of Sanger Camp & Co, that the Bay Horse belonged to John L. Munson & Co, that he went to Richland County under the orders of Sanger Camp & Co to take and

units of Replevin for the property, in
declaration described, that he found it
in possession of Seft, - That he was
not the agent of Sanger Camp & Co, but of any
business, but that they requested him sometimes
to do particular acts, for them, and further than
that, he had no authority, - That he had no
authority to sell or dispose of or encumber
any of their property, - That at the time
of taking the property from Sanger Camp & Co,
by Selamy, he Munson rec^d from said Selamy
\$20, on the Bay Horse, but that he did not
receive or pretend to receive anything on
the Brown Horse, or Oxen,

Seft proved by

- 4 R. B. Mamy, Deputy Sheriff, that he executed the
unit of Replevin, that he found the property
in the possession of Seft at the farm of
Mitchell

Seft proved by

- 1 Mitchell saw Selamy with the Horses
& Oxen in question on his work in Richland
County about 1st April, & that he kept &
used them on his work until last of June
when Selamy left the County & has not
since returned, that he left the Horses &
Oxen on the work,
- 2 Norton, was present at the time Selamy
received the property and was starting from
the Crabash River with property to Richland
County, that he saw Munson, the witness,
with some money in his hands, that he was
out of humor with Selamy & heard him
say he had rec^d \$20, on the horses from

Selamy, but that he had a great mind to ^{give} him
back the money + not let the Horses go-

Plff moved for a new trial. Motion overruled
& Plffs excepted.

Plff assigns the following errors-

- 1st That the verdict of the jury should have been
in favor of Plffs for the Horses as well as the
Oxen + That the Court should have granted
a new trial for That reason-

Ernest Campbell

A. W. Winchell

Plffs Brief