

**Zantzinger Vs. Ketch**

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**SooperKanoon Citation :** [sooperkanoon.com/78083](http://sooperkanoon.com/78083)

**Court :** US Supreme Court

**Decided On :** 1793

**Appeal No. :** 4 U.S. 132

**Appellant :** Zantzinger

**Respondent :** Ketch

**Judgement :**

ZANTZINGER v. KETCH - 4 U.S. 132 (1793)

U.S. Supreme Court ZANTZINGER v. KETCH, 4 U.S. 132 (1793)

4 U.S. 132 (Dall.)

Zantzinger

v.

Ketch.

Supreme Court of Pennsylvania.

April Term, 1793

THIS was an action of debt on articles of agreement to pay 135l., in two instalments, for lands bought by the defendant from the plaintiff; and in the articles it was stipulated, that 'the deed of conveyance shall be made to the said Michael Ketch at the first payment.'

The defendant offered the parol testimony of a witness, who was present at the execution of the articles, to shew that by the expression, 'the deed of conveyance,' the parties meant and understood, 'a deed conveying the land free of all incumbrances.'

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2 Vez. 299. Hurst v. Fell, in the Supreme Court of Pennsylvania.

The evidence was opposed, as tending to contradict the deed, whose expressions were clear, and did not require explanation.

THE COURT.

The COURT, however, upon the authority of Hurst v. Fell, admitted the evidence, though with great reluctance; and declaring that they would reserve the point. But as the verdict was for the full amount of the plaintiff's demand, the question was not revived.(b)

C. Smith, for the plaintiff.

Hamilton, for the defendant.

(b) This cause was tried at Carlisle, Nisi Prius, on the 15th of May 1793, before SHPPEN and BRADFORD, Justices.

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