

Hall Vs. Leigh

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Court : US Supreme Court

Decided On : 1814

Appeal No. : 12 U.S. 50

Appellant : Hall

Respondent : Leigh

Judgement :

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Hall v. Leigh

12 U.S. (8 Cranch) 50

ERROR TO THE CIRCUIT COURT

OF THE DISTRICT OF MARYLAND

SYLLABUS

If two joint owners of merchandise consign to a merchant for sale and inform him that each owns one moiety, and if they give separate and variant instructions, each for his own moiety, one of the consignors alone may maintain a separate

action against the consignee for a violation of his separate instructions.

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LIVINGSTON, J. delivered the opinion of the Court as follows:

This action was brought by the plaintiff, who was also plaintiff below, to recover the proceeds of one hundred bags of cotton which had been shipped to the defendants and by them sold on commission.

At the trial it appeared that the plaintiff, together with William Potts & Co. in 1807, made a joint shipment of two hundred bales of cotton to the address of the defendants, who resided at Liverpool, to make sale thereof for their joint benefit. This cotton belonged one-half to the plaintiff and the other half to Wm. Potts & Co. The shipment was accompanied by two letters to the defendants, the one written by the plaintiff bearing date 14 February, 1807, in which, after advising them of the shipment, he adds

"Mr. Potts has written you on the subject of his interest in this adventure; for myself I have to request that you will, after covering me in cost and charges, make such disposition of my one-half the shipment as your own judgment may think best for my interest."

The other letter was written by William Potts & Co. and is dated 5 February, 1807, in which they also advised the defendants of the shipment which they say is "for account of Mr. Hall and ourselves each one-half," and after directing what is to be done with their moiety, they observe that

"under present circumstances, Mr. Hall will decline drawing on his proportion, as he wishes you to avoid selling at the present prices as long as possible -- we refer you to him for more particular directions."

In another letter of 13 April, 1807, the plaintiff directed the defendants that after effecting sales of his half of the cotton on the terms of his first letter,

"they should pass the net proceeds of his proportion to the credit of Messrs. W. Potts & Co. and furnish him

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with sales and account current as soon as possible, to enable him to settle with those gentlemen here."

After the receipt of these letters, the defendant, on 5 June, 1807, sold one hundred bags of the cotton on account of William Potts, and Co. at 17d. sterling per pound, and immediately advised them thereof.

The defendants afterwards -- that is on 31 December, 1807 -- had the remaining one hundred bags of cotton, valued at 14d. sterling per pound, at which price they took it to themselves, and carried the amount to the credit of William Potts, and Co. and on 1 March following, sold them at a higher price. The plaintiff thinking the defendant, guilty of a breach of orders, brought this action to recover damage, and on the preceding evidence the circuit court was of opinion that he could not separately maintain an action against them, on which a verdict and judgment passed against him.

Although the purchase of this cotton was on the joint account of the plaintiff and of William Potts & Co. yet as, in its shipment to the defendants, their distinct interests were not only disclosed, but as separate and variant instructions were given as to the disposal of it, and as, under these directions, the defendants acted throughout the whole of their agency in this business, it is not easy to perceive on what ground they now allege that they can be liable only in a joint action in the names of the present plaintiff and of William Potts & Co. By their own conduct they have precluded themselves from every objection of this nature, for they have contracted, as to the one-half of this property, with the plaintiff and as to the other moiety with William Potts & Co., and it will be seen by a recurrence to the testimony not only that their engagements with these parties are distinct, but of different kinds. In selling the proportion of W. Potts & Co. they had a discretion, but over the other they had no right to sell for less than cost and charges. This Court

therefore is of opinion that the action was well brought and that the judgment of the circuit court was erroneous and must be

Reversed.

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