

**W. BAKKER, Appellant, vs. H. A. WILLIAMS, Appellee.**

**LRSC 5; 1 LLR 233**

[January Term, A. D. 1890.]

*Appeal from the Court of Quarter Sessions and Common Pleas, Montserrado County.*

Damages.

The vendor is no longer responsible for goods sold, after delivery of same to vendee or his representative; the title to same then becomes vested in the vendee and if destroyed the vendee bears the loss.

This is an appeal from the ruling and judgment of the Court of Quarter Sessions, Montserrado County, at its September term, 1889. From the transcript of record it appears that a man, Tobey by name, called at the store in charge of the appellant, and expressed a desire to buy a ham; they were shown to him, he selected one, paid for it, and received the balance change coming to him, and left. Shortly after this transaction he, Tobey, returned with the ham, saying Mr. H. W. Williams did not wish it, and urged that the ham be taken back and money delivered. This the appellant refused to do. The said Tobey returned, carrying with him the ham. Shortly after, the ham, with the change given, was sent to the said store by the appellee, with instructions that it be left on the counter in the event the appellant refused to take it back. The appellant still refusing, the ham and change were left on the counter. The appellant then ordered the same to be thrown out of the store. This is a brief history of the case as it appears on the record.

Without following the very circuitous course of this action up to this court, we address ourselves to the exceptions taken to the ruling and judgment of the Court of Quarter Sessions, Montserrado County, at its September term, 1889, before which court the case was carried upon an appeal. The exception taken is, that the court after hearing the arguments on the appeal decided and rendered final judgment in confirmation of the judgment of the Justice Court, to the effect that the plaintiff below recover damages and costs.

Viewing this case and its surroundings, it is clear that the litigant parties acted under the influence of passion, and without due regard to the rights and feelings of each other, more especially in the order to throw the ham and the change out of the store. This act is not only improper and discourteous, but vexatious. But the question for decision is the legal right involved in the pleadings. This brings us to the question, what constitutes a sufficient technical delivery of goods, so as to vest the right of property in the vendee?

It is a universal rule that full payment and delivery, without an express contingency, completes a contract of sale, and vests the title of the property sold in the vendee, so that if they be destroyed afterwards by any casualty, he must bear the loss. Against this well settled rule of law the judgment in this case is rendered, which this court must pronounce erroneous. Therefore, this court adjudges that the judgment of the court below is hereby reversed and rendered void, and that the appellees pay all legal costs of the appeal