

Case No. 2,477.

CARTER V. LANE ET AL.

{1 Hayw. & H. 176.}¹

Circuit Court, District of Columbia.

April 1, 1844.

SALES—CONTINUOUS DEALING—NOTICE OF CHANGE OF TERMS.

1. Where a party deals with another on terms of credit, it is his duty to notify his customer that his terms are cash, before making up the goods for said customer.
- [2. Where a tailor has dealt with a customer on credit, he should notify the latter of his change to cash dealings before making up goods.]

At law. Appeal from justice of the peace. The suit was brought before B. K. Morsell, justice of the peace. The appellees [Charles H. Lane and William Tucker], trading under the firm name of Lane & Tucker, made a pair of pantaloons for the appellant [Bernard F.] Carter, and sent them home ordering the boy not to deliver the pantaloons unless they were paid for. The appellant became offended and refused to take them, whereupon the appellees brought suit. The magistrate gave them judgment for the value of the pantaloons. From which judgment the defendant in the court below appealed.

Barton Key, for appellant.

Jos. H. Bradley, for appellees.

In the trial of the case, the appellees produced two advertisements published in the National Intelligencer, that stated in one, that the firm of Lane & Tucker had received direct from Paris a general assortment of goods, all of which they will sell cheap for cash, or to punctual customers on a short credit, and in the other that they are now prepared to make spring and summer wear cheap for cash.

THE COURT decided, after hearing the testimony of the witnesses, and the arguments of counsel, that inasmuch as the gentleman had before dealt with the appellees on terms of credit, it was their duty to have notified him before they made the pantaloons, that they had changed their terms to cash.

The circuit court reversed the judgment of the magistrate.

¹ [Reported by John A. Hayward, Esq., and Geo. C. Hazleton, Esq.]