

Case No. 9,311.

MAURO v. BOTELOR.

{2 Cranch, C. C. 372.}¹

Circuit Court, District of Columbia.

April Term, 1823.

RENT—GOODS WITH BAILEE.

Chairs, left with a painter to be repaired, are not liable for his rent.

{This was an action at law by Philip Mauro against Charles W. Botelor.}

Replevin, for fifteen chairs. Avowry for rent arrear. Verdict for the plaintiff, subject to the opinion of the court upon the following case: Mauro rented the premises of Ann McGunnigle at \$150 a year, payable quarterly, for the purpose of having chairs painted therein by one Burden, employed by him for that purpose, Mauro paying the workmen engaged in the work. The chairs were deposited there by Mauro while he was such tenant, for the purpose of being painted and finished as aforesaid, and continued there until the premises were rented by one Esby, a chair painter, and six months afterward. After Esby took the premises Mauro told him he should want the chairs painted by him, but not till he should give an order for that purpose. The chairs remained there four or five months before Mauro gave the order for painting them; and about a month before the distress was laid, he ordered the chairs to be painted and finished, and they would have been finished and delivered before the distress, but that Esby could not get a certain part of the work done in time. The chairs were distrained for two quarters' rent due from Esby. When the distress was laid, Esby was finishing them and kept them in the house for that purpose.

Judgment for plaintiff, on the case stated.

¹ [Reported by Hon. William Cranch, Chief Judge.]