

Case No. 13,056.

SMITH v. HEISKELL.

{1 Cranch, C. C. 99.}¹

Circuit Court, District of Columbia. Nov. Term, 1802.

FIXTURES—STOVES—VENDOR AND PURCHASER.

Franklin stoves fixed, in the usual manner with bricks and mortar, pass to the vendee of the house.

{Cited in *Rahway Sav. Inst. v. Irving St. Baptist Church*, 36 N. J. Eq. 62.}

Trover for Franklin stoves fixed in the fireplaces of the house which the defendant purchased of the plaintiff. They were fixed in the usual manner with bricks and mortar. The jury found that when the plaintiff sold the house to the defendant, he expected to be paid for the stoves in addition to the price of the house. The cases cited were, *Lawton v. Lawton*, 3 Atk. 13; 2 Bac. Abr. (Gwillim's Ed.) 420.

Judgment for the defendant, it being a case between vendor and vendee.

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

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