

v.11, no.7-45
BROWNSVILLE MANUF'G CO. V.
LOCKWOOD.*

Circuit Court, E. D. Missouri. April 27, 1882.

DEBTOR AND CREDITOR—COMPOSITION DEED.

A composition deed to which some of the signatures have been procured by a payment of more than their *pro rata* shares to the signers is invalid.

Motion for a New Trial.

This was a suit for the price of goods sold and delivered. The defendant alleged in his answer that plaintiff had signed a composition deed whereby it agreed to accept 50 cents on the dollar in full satisfaction of its claim, and that pursuant to the terms of said deed 50 per cent. of its demand had been paid. Plaintiff replied that certain creditors had been paid in full who had refused to sign said deed, and that certain others who had signed had been paid more than 50 per cent. of the amount due them. Judgment for plaintiff.

Silas B. Jones, for plaintiff.

Pattison & Crance, for defendant.

TREAT, D. J. There is only one proposition in this case, viz.: Whether the defendant's composition deed is valid against this plaintiff. Without reviewing the evidence, or the legal propositions under. 706 lying such inquiries, the court finds that the signatures of some of the creditors to the composition deed were obtained by giving to them more than their *pro rata* under the deed, with the view of securing their signatures, and that thereby the equality on which the validity of such deeds must rest was not observed. Hence said composition deed is invalid, and the plaintiff is entitled to recover what remains due to him.

* Reported by B. F. Rex, Esq., of the St. Louis bar.

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