

[REDACTED]

and both court and counsel seem to have proceeded as though the father had brought one suit individually and another as next friend. Substantial justice will be done if the claims be disposed of upon that theory.

*Judgment for the plaintiff in his individual action:
judgment for the defendant on the action of the next friend.*

All concurred.

[REDACTED]

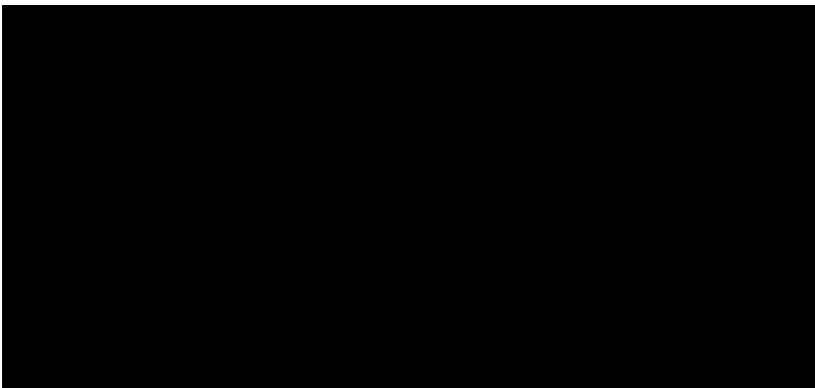
Carroll, }
May 27, 1940. } No. 3164.

THOMAS J. SANDFORD *v.* NELSON E. NICKERSON, JR.

[REDACTED]

[REDACTED]

[REDACTED]



Justin A. Emery, Snow & Peyser (Mr. Snow orally), for the plaintiff.

Rolland R. Rasquin, for the defendant.

Per Curiam. The only issue raised by the defendant's plea was one of title. Section 18 of the Uniform Sales Act, which is in force here, (P. L., c. 166, s. 18) provides that "The property in them [ascertained goods] is transferred to the buyer at such time as the parties to the contract intend it to be transferred." The question of intention is one of fact and the referee, by his general findings in favor of the plaintiff, inferentially found that title had passed to him. The evidence regarding the transaction of July 19, when the plaintiff paid the entire purchase price for the boat and the defendant executed the so-called "bill of sale," fully sustained the referee's conclusion.

Exceptions overruled.