

BOSLEY v. SHANNER.

CONTRACTS—*When void from threats or duress.*—To render a contract void because of threats or menaces, it is necessary that the threats and circumstances should be of a character to excite the reasonable apprehensions of a man or person of ordinary courage, and the promise, contract or statement, should be made under the influence of such threats or menace.

Appeal from Woodruff Circuit Court.

HON. WM. STORY, Circuit Judge.

T. D. W. Yonley, for appellant.

Watkins & Rose, for appellee.

GREGG, J.

The appellee brought assumpsit, in the Woodruff circuit court, against the appellant, for certain cotton, a hack and harness.

Appellant appeared and filed three pleas; upon which issues were formed, a trial held, and a verdict and judgment for the appellee. A motion for a new trial was made and overruled, and the case appealed to this court.

The evidence was amply sufficient to sustain a verdict for the value of the cotton.

The appellant complains that the court below instructed the jury, that, "In order that a contract or statement shall be void, because of threats or menaces, it is necessary that the threats and circumstances should be of a character to excite the reasonable apprehensions of a man or person of ordinary courage, and the promise, contract or statement should be made under the influence of such threats or menace."

This instruction was applicable, and by the authority appellant refers to: *Burr v. Burnett*, 18 Ark. 214, and cases there

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cited—it is substantially correct. The evidence in the court below authorized the various instructions, finding and judgment there had, and there appears but slight ground for an appeal to this court.

The judgment of the circuit court is affirmed.
