

Scott Vs. Lunt's Administrator

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Court : US Supreme Court

Decided On : 1832

Appeal No. : 31 U.S. 349

Appellant : Scott

Respondent : Lunt's Administrator

Judgement :

Scott v. Lunt's Administrator - 31 U.S. 349 (1832)

U.S. Supreme Court Scott v. Lunt's Administrator, 31 U.S. 6 Pet. 349 349 (1832)

Scott v. Lunt's Administrator

31 U.S. (6 Pet.) 349

ERROR TO THE CIRCUIT COURT OF THE UNITED

STATES FOR THE COUNTY OF ALEXANDRIA

SYLLABUS

The plaintiff claimed in his declaration the sum of \$1,241, and laid his damages at \$1,000; a general verdict having been given against him, the matter in dispute is the sum he claims *ad quod damnum*. The Court cannot judicially take notice that

by computation it may possibly be made out as matter of inference from the plaintiff's declaration that the claim may be less than \$1,000, much less can it take such notice in a case where the plaintiff might be allowed interest by a jury, so as to swell the claim beyond \$1,000.

Page 31 U. S. 350

The plaintiff in error brought an action of covenant on a deed for certain premises in the City of Alexandria, by which the same were granted to Ezra Lunt, the defendant's intestate, reserving a yearly rent charge of \$73. The declaration stated that the plaintiff became entitled to demand and have of the said Ezra, in his lifetime, and of the defendant after his death, the said annual rent of \$73,

"and the said plaintiff in fact saith that after the death of the said Ezra there became due and owing to him, from the defendant, as administrator aforesaid, for the rents aforesaid, from 8 August, 1812 to 8 August, 1824, the sum of \$1,241, which said sum of \$1,241 the said defendant, since the death of the said Ezra Lunt, has altogether failed to pay to the said plaintiff, and so the said plaintiff saith that the said defendant, as administrator aforesaid, hath broken the covenant aforesaid, whereby the said plaintiff hath been injured, and hath sustained damage to the value of \$1,000, and thereof he brings suit."

The defendants pleaded a reentry on the premises for nonpayment of the rent, by virtue of the condition of reentry contained in the deed before the day specified in the declaration for the payment of the same, and that the plaintiff held and occupied the premises vested in him by the reentry. Upon this plea issue was joined, and a verdict and judgment were rendered in favor of the defendant.

Page 31 U. S. 351

MR. CHIEF JUSTICE MARSHALL delivered the opinion of the Court.

Upon an inspection of the record, it appears that the plaintiff claims in his declaration the sum of \$1,241 as remaining due to him, and he has laid the *ad*

damnum at \$1,000. Under such circumstances, a general verdict having been given against him, the matter in dispute is, in our opinion, the sum which he claims in the *ad damnum*. The Court cannot judicially take notice that by computation it may possibly be made out as matter of inference from the declaration that the plaintiff's claim in reality must be less than \$1,000; much less can it take such notice in a case where the plaintiff might be allowed interest on his claim by the jury so as to swell his claim beyond \$1,000.

The motion to dismiss for want of jurisdiction is overruled.

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