

**Dewing Vs. Sears**

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**Court :** US Supreme Court

**Decided On :** 1870

**Appeal No. :** 78 U.S. 379

**Appellant :** Dewing

**Respondent :** Sears

**Judgement :**

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**Dewing v. Sears**

**78 U.S. (11 Wall.) 379**

IN ERROR TO THE SUPERIOR

*COURT OF MASSACHUSETTS*

## **SYLLABUS**

On a lease where a yearly rent of "four ounces, two pennyweights, and twelve grains of pure gold in coined money" is reserved (equivalent at the time when the lease was made to \$80 per annum, and at the time when suit was brought to

\$87.25 per annum), judgment should be entered for coined dollars and parts of coined dollars, and not for United States notes (made by statutes of the United States a legal tender), and equivalent in market value to the value in coined money of the stipulated weight of pure gold.

Sears brought suits in one of the state courts of Massachusetts to recover rent due in different quarters upon a lease executed August 14, 1828, for the term of one hundred years, in which the yearly rent reserved was "four ounces, two pennyweights, and twelve grains of pure gold, in coined money," payable quarterly. By the Act of April 2, 1792, [ [Footnote 1](#) ] which was in force when the lease was made, the rent was just \$80 per annum, or \$20 a quarter, in gold coin. But by the Act of June 28, 1834, [ [Footnote 2](#) ] and the Act of January 18, 1837, [ [Footnote 3](#) ] which were in force when the rent sued for fell due, the rent was \$85.27 per annum, or \$21.31 a quarter, in gold coin.

The state court gave judgment for the market value, in United States notes, of the coined money for each quarter's rent on the days the same fell due, with interest thereon, and this judgment being affirmed in the highest court of the state, the cases were brought here for review.

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MR. JUSTICE STRONG delivered the opinion of the Court.

The contract in these cases was for the payment or delivery of a specified weight of pure gold, solvable in coined money. They are therefore governed by the decisions heretofore made by this Court in *Bronson v. Rodes* and *Butler v. Horwitz*. It follows that the judgments entered in the superior court were erroneous. They should have been entered for coined dollars and parts of dollars, instead of Treasury notes equivalent in market value to the value in coined money of the stipulated weight of pure gold.

*Judgment in each case reversed and the causes remanded with instructions to enter judgment in accordance with the foregoing opinion.*

[ [Footnote 1](#) ]

Ch. 16, § 9, 1 Stat. at Large 248.

[ [Footnote 2](#) ]

Ch. 95, 4 *id.* 699.

[ [Footnote 3](#) ]

Ch. 3, §§ 8 and 10; 5 *id.* 137, 138.

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