

Murphy Vs. United States

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Court : US Supreme Court

Decided On : 1881

Appeal No. : 104 U.S. 464

Appellant : Murphy

Respondent : United States

Judgement :

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APPEAL FROM THE COURT OF CLAIMS

SYLLABUS

A claim against the United States for damages which a contractor alleged he had sustained was, by the appropriate department, adjusted upon a basis to which he agreed. He accepted the sum allowed, and gave a receipt therefor in full. *Held* that the acceptance of the sum is a bar to his suit for the same claim.

Murphy entered into a written contract with the United States for excavating a portion of the pit for a drydock, and was paid at the contract price for all the work which he performed.

He subsequently presented to the Navy Department a claim for damages suffered by reason of certain alleged violations of the contract, and for extra work. The department adopted a basis of adjustment, to which he agreed, and there was paid to him a certain sum which, upon full information as to the principles upon which it was awarded, he accepted, and gave a receipt in full.

He sometime thereafter brought suit in the court below for the same claim, adding, however, a further item, of which there was no proof.

The court dismissed the petition, and he appealed.

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

We are clearly of the opinion that the acceptance by the claimant, without objection, of the amount allowed by the Secretary of the Navy, in his adjustment of the account presented to him, was equivalent to a final settlement and compromise of all the items of the present claim included in that account. There is nothing in the findings of the court below to warrant a judgment in favor of the claimant upon the only item

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included in the petition in this case which was not mentioned specifically in the account presented to the Secretary of the Navy and passed on by him in the adjustment he made.

Judgment affirmed.