

Case No. 1,916.

BROCKETT v. HAMMOND.

[2 Cranch, C. C. 56.]¹

Circuit Court, District of Columbia.

July Term, 1812.

PLEADING—DECLARATIONS—INDEBITATUS ASSUMPSIT.

If there be a special agreement, not under seal, and the plaintiff has executed it on his part exactly according to its terms, he may recover the contract price in an action, of indebitatus assumpsit for work and labor done, and materials furnished, without a special count upon the written agreement.

At law. Indebitatus assumpsit and quantum meruit for work and labor done, and materials furnished.

The defendant proved a special agreement in writing, not under seal.

The plaintiff offered to prove that he did the work, &c, exactly according to the agreement, and that the price stated in the general indebitatus assumpsit was the contract price.

Mr. Taylor, for the defendant, objected that the plaintiff could not recover upon the general count.

But the COURT (THRUSTON, Circuit Judge, absent) overruled the objection.

NOTE [from original report]. See 1 Chit. Pl. 340; Gordon v. Martin, Fitzg 302; Alcorn v. Westbrook, 1 Wils 117; Bull. N. P. 139; Giles v. Edwards, 7 Term R. 181; Mussen v. Price, 4 East, 147; Atty v. Parish, 1 Bos. & P. (N. S. 104; Cooke v. Munstone. Id 351; Clarke v. Gray, 6 East 569; Brooke v. White, 1 Bos. & P. (N. S. 331; Bank of Columbia v. Patterson (Feb. Term, 1813) 7 Cranch [11 U. S.] 299.

¹ [Reported by Hon. William Cranch, Chief Judge.]