

Case No. 3,818.

DERMOTT v. TUCKER.

{3 Cranch, O. C. 92.}¹

Circuit Court, District of Columbia.

May Term, 1827.

LANDLORD AND TENANT—PAROL LEASE—ASSUMPSIT FOR RENT.

Upon a parol lease for one year at \$600 per annum and an occupation for two or more years, the plaintiff may recover for the whole time of occupation at that rate, upon a count upon indebitatus assumpsit for \$1000, although the use and occupation were not worth so much.

Indebitatus assumpsit for \$1000 for use and occupation, and quantum meruit for use and occupation.

The plaintiff offered evidence of a parol agreement for a year at \$600 per annum, and an occupation of two years, and prayed the court to instruct the jury that if they should be satisfied by the evidence that there was such agreement and occupation, the plaintiff was entitled to recover upon the count of indebitatus assumpsit for \$1000,

DERMOTT v. TUCKER.

damages at the rate agreed upon for the actual time of occupation, although they, should be satisfied by the evidence that the use and occupation were not worth so much.

Which instruction THE COURT gave, (nem. con.)

Verdict for the plaintiff \$200.

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