

Case No. 8,322.

LEWIS v. ESTHER.

[2 Cranch, C. C. 423.]¹

Circuit Court, District of Columbia.

Oct. Term, 1823.

CONTRACTS—FAILURE TO COMPLETE—RIGHT TO RECOVER FOR WORK DONE.

If a man contract to do certain work at a certain price, and quits it before it is finished, he cannot recover, upon a quantum meruit, the value of his labor.

The plaintiff [Samuel Lewis] agreed to do certain work for the defendant [Robert Esther] for the sum of \$125. He began, but abandoned it before it was finished, and now sued for quantum meruit, and offered to prove the value of his work.

Mr. Jones, for defendant, objected that there was an express, specific agreement at a certain price, and therefore the plaintiff could not recover upon an implied assumpsit.

Mr. Ashton, contra, contended that, by usage, money is due as the work progresses, otherwise a poor mechanic cannot go on.

But THE COURT (nem. con.) rejected the evidence, and instructed the jury that the plaintiff is not entitled to recover in this action.

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