

## NIXDORFF v. WELLS.

{4 Cranch, C. C. 350.}<sup>1</sup>

Circuit Court, District of Columbia. Nov. Term, 1833.

LANDLORD AND TENANT—DOUBLE RENT FOR  
HOLDING OVER—SPECIFIC TERM OF LEASE.

1. To enable a landlord to recover double rent for holding over, the lease must be for a specific term.
2. A renting at \$60 a year, payable monthly, is not for a specific term, and will not authorize a judgment for double rent.

{This was a suit by Barbara Nixdorff against Richard Wells.}

Appeal from a justice of the peace, who gave judgment for \$10, being double rent for a month, the tenant having held over after the first year, under a demise at \$60 a year, payable monthly.

Mr. Marbury, for appellee. No time for notice to quit is mentioned when the lease will expire by its own limitation. Woodf. Landl. & Ten. 163. A renting at \$60 a year, payable monthly, is a renting for one year and no more.

Mr. Redin, contra. It was a general hiring at \$60 a year, not for any limited period. The Case of Gordon in this court, at the last term [unreported], was a specific lease for one year only, and notice to quit was not necessary to recover double rent.

THE COURT (nem. con.) was of opinion that the renting was not clearly shown to be for a specific term, but only at the rate of \$60 a year, leaving the term uncertain; and that double rent could not be recovered. Judgment reversed, with costs.

<sup>1</sup> [Reported by Hon. William Cranch, Chief Judge.]

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