

PERKINS v. BECK.

{4 Cranch, C. C. 68.}¹

Circuit Court, District of Columbia. May Term, 1830.

TENDER—NOT EXACT AMOUNT—CHANGE ASKED FOR.

A tender of money upon condition of receiving change, and a receipt in full for rent, is not a legal tender.

{Cited in Appeal of Forest Oil Co., 118 Pa. St. 146, 12 Atl. 442.}

Trespass for distraining for more rent than was due. The plaintiff {Caleb Perkins} offered evidence to prove that before the distress he offered to pay the landlord {Joseph W. Beck} \$60, if he would give him change (the rent due being \$54.19, and a receipt in full for rent.

THE COURT (MORSELL, Circuit Judge, absent) decided that it was not a legal tender.

¹ {Reported by Hon. William Cranch, Chief Judge.}

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