

Case No. 17,034.

WAGER v. LEAR.

[2 Cranch, C. C. 92.]¹

Circuit Court, District of Columbia.

Dec. Term, 1813.

SPECIAL BAIL.

Special bail will be required in an action of covenant for rent, upon a proper affidavit

Covenant for rent arrear. The plaintiff [Wager's administratrix] had not filed his declaration, but had filed the lease, and an account, with the plaintiff's affidavit that it was just and true.

Mr. Jones, for defendant, offered an appearance without bail. The paper filed is not a lease, but an agreement for a lease. No action of covenant for the non-payment of rent will lie upon it. No lease in Virginia for more than five years is good, unless acknowledged or proved by three witnesses and recorded. There are only two witnesses to this deed. The only action which can be supported in this case, is for actual use and occupation from year to year.

F. S. Key, contra. The account and affidavit are sufficient to hold the defendant to bail, without the lease.

THE COURT ruled the defendant to give special bail.

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