

SUPREME COURT OF THE UNITED STATES

District of Columbia v. Hall

165 U.S. 340 (1897) · No. No. 619 · Decided February 15, 1897

SUMMARY

The District of Columbia v. Hall case involves a contractor who filed a petition under the act of 1880 to recover payment for work done. The contractor initially failed to recover the full amount but was later granted a new trial under the act of 1895 to claim 'board rates' compensation. The court of claims ruled in favor of the contractor, but the judgment was reversed due to inconsistencies with previous cases. The case was remanded for further proceedings.

OPINION

PECKHAM, J.

165 U.S. 340 17 S.Ct. 366 41 L.Ed. 738 DISTRICT OF COLUMBIAv.HALL. No. 619. February 15, 1897. Asst. Atty. Gen. Dodge and Robert A. Howard, for appellant. Edwin Forrest, for appellee Hall. Mr. Justice PECKHAM delivered the opinion of the court. 1 This is another of the same character of actions as those above disposed of. Hall was one of the contractors for doing work of the same nature, and filed his petition under the act of 1880 in December of that year.

In that petition he alleged that he had done certain work, and that he was paid for his work, under his contract, by certain certificates, which were worth only 50 per cent. of their face value, and which he consented to receive only at that rate, and he asked for judgment for the other 50 per cent. of his contract price. He failed in the primary object of that suit, but he did recover on some other ground a small judgment of about \$1,000, which was entered June 1, 1885.

Subsequently, and in pursuance of the act of 1895, he applied for a new trial for the purpose of claiming the 'board rates' compensation for the work done by him at contract prices, under circumstances mentioned in the foregoing cases.

The court of claims gave judgment in his favor for that difference between the two rates, and found that under the true intent and meaning of the acts of 1895 and 1880 the sum for which it gave judgment 'became due and payable on the 1st of January, 1877,' which was the date when the plaintiff had completed his work under the contract. 31 Ct. Cl. 376. 2 For the reasons mentioned in the foregoing cases, the judgment of the court of claims in this case must also be reversed, and the cause remanded for further proceedings not inconsistent with that opinion.