

**CASES**

**ARGUED AND DETERMINED**

**IN THE**

**SUPERIOR COURT OF JUDICATURE**

**FOR THE**

**COUNTY OF CHESHIRE, OCTOBER TERM,**

**A. D. 1832.**

**THOMAS F. AMES *versus* CHARLES W. CADY.**

In covenant broken, the jury assessed the damages at the sum of one dollar. The court refused to limit the costs, because it did not appear, clearly, that the plaintiff had no reasonable expectation of recovering thirteen dollars and thirty three cents.

**COVENANT BROKEN.** The plaintiff alleged, that the defendant, on the 27th June, 1831, by deed, covenanted with the plaintiff to labor as a journeyman saddle and harness maker, in the plaintiff's business, for the term of one year from that date. The breach of the covenant alleged, was, that the defendant left the service of the plaintiff on the 9th March, 1832.

The defendant pleaded, that he left the service of the

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plaintiff, with the plaintiff's license ; and issue was joined upon the license.

The cause was tried here at this term ; and, a verdict having been returned, in favor of the plaintiff, with \$1 damages—

*Wilson and Edwards*, for the defendant, moved the court to limit the costs.

*Joel Parker*, for the plaintiff.

*By the court.* The statute of January 2, 1829, section 5, provides, that in certain actions, of which covenant broken is one, when the damages assessed by the jury do not amount to thirteen dollars and thirty three cents, if it shall appear that the plaintiff had no reasonable expectation of recovering more than that sum, the court may limit the plaintiff in his costs. But we never limit the costs, under this clause in the statute, unless it clearly appears, that the plaintiff had no ground to suppose that he should recover a greater sum than thirteen dollars and thirty three cents. In this case it does not so appear. For although the jury have assessed the damages at the sum of one dollar we think that, under the circumstances, the plaintiff might have had a reasonable expectation of recovering a much larger sum.

*The motion is overruled.*