

**Case No. 868.** BANK OF COLUMBIA v. GALLOWAY.  
[3 Cranch, C. C. 353.]<sup>1</sup>

Circuit Court, District of Columbia.

Dec. Term, 1828.

LANDLORD AND TENANT—RENT—EVICTION.

1. In an action for use and occupation, if the rent be payable quarterly, the plaintiff may recover rent to the end of the quarter preceding the eviction, but not for the part of the quarter during which the eviction was.
2. The same principle applies when the rent is payable yearly.

At law. Action on the case, for use and occupation.

THE COURT (nem. con.) instructed the jury, that if they should be satisfied by the evidence, that the rent was payable quarter-yearly, the plaintiffs might recover rent to the end of the quarter preceding the eviction, but not for the part of the quarter during which the eviction was. And if the rent was payable yearly, the plaintiffs could not recover in this action for the year during which the eviction occurred; and that the plaintiffs could not recover rent which accrued “after their assignment of the lease.

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