

**Case No. 1,973a.**

In re BROWN.<sup>1</sup>

District Court, E. D. Pennsylvania.

October 21, 1867.

**BANKRUPTCY—LIABILITY OF ASSIGNEE FOR RENT.**

[An assignee occupying premises rented by the bankrupt should pay rent on the same footing as under an execution, and an equal amount as storage may be paid in addition, so long as the assignee necessarily occupies the premises.]

[Cited in note to In re Appold, Case No. 499.]

[In bankruptcy. In the matter of Samuel C. Brown. Petition of William D. Sponsler, assignee, for an order to pay rent to John D. Gorgas. Granted.]

The petition of William D. Sponsler, assignee of the said bankrupt, respectfully represents: That, by an agreement dated February 7, 1866, the said bankrupt rented from John D. Gorgas, of Carlisle, certain store room at a rent of \$400 per annum, payable in equal quarterly payments; that the said bankrupt was in possession and occupied said premises at the time he was adjudged a bankrupt by your honorable court; that your petitioner is in possession and now occupies the said premises, and will require to use them for some short time yet; that on July 1, 1867, previous to the said Brown being declared a bankrupt, there was, as your petitioner is informed, and as appears by the affidavit of John D. Gorgas, the said landlord, hereto attached, due to the said Gorgas rent to the amount of \$170, and on the first day of October, 1867, the amount due was \$270; that the said landlord has demanded payment of the said rent, and has authorized a distress to be made upon the goods on the said premises, to enforce payment thereof. Your petitioner further represents that it will be to the interest of the parties concerned if payment of the rent aforesaid be directed by your honor to be made by your petitioner. He therefore prays your honor to grant him an order directing him to pay the said rent accrued up to October 1, 1867, and also allowing him to pay rent at the rate aforesaid for such time as he may find it necessary to use and occupy the said premises.

CADWALADER, District Judge. I am of opinion that rent, as such, should be paid on the same footing as under an execution, and that an equal amount as storage may be paid in addition, so long as the assignee may necessarily occupy the premises. Let an order be entered for the payment of the within amount as accrued.

<sup>1</sup> [Not previously reported.]

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