

Case No. 5,430.

GILL v. PATTON.

[1 Cranch, C. C. 188.]¹

Circuit Court, District of Columbia.

Nov. Term, 1804.

COVENANT FOR RENT—INTEREST.

In an action of covenant for rent the landlord cannot recover interest.

Writ of inquiry, upon a judgment on demurrer in an action of covenant on a lease; breach, not paying rent

C. Lee, for defendant contended that as the landlord has a summary process to compel payment he is not entitled to interest.

Mr. Youngs. The action is covenant and sounds in damages, and the jury alone can assess them.

THE COURT instructed the jury that they were as much bound to give interest on the arrears of rent as on any other debt by specialty; that it is in the power of the jury to refuse interest; and if they refuse, it is in the power of the court to grant a new trial. Verdict for plaintiff, including interest A new trial was afterwards granted on the ground of misdirection of the jury by the court

{See Cases Nos. 5,427-5,429.}

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