as landlord, Saunders v. Musgrave, 6 B. & C. 524; and see Duck v. Braddyl, 13 Price, 455. And in Yates v. Ratledge, 5 Hurl. & N. 249, A., being indebted to B. with C. his surety, conveyed certain premises to C., by way of mortgage to indemnify him, and attorned as tenant to C. at 50*l. per annum*, payable in advance. A.'s goods on the premises were seized under an execution, and C. was held entitled to the rent as against the execution-creditor, though no interest was due on the mortgage, for the mortgagee having the legal title had in fact re-demised. Where the landlord himself is the plaintiff, his case is out of the Statute, Taylor v. Lanyon, 6 Bing. 536. But an execution by the defendant, as for costs on a nonsuit, is within the Act, though this section, at its conclusion, directs the Sheriff to pay the *plaintiff* the rent, &c., Henchett v. Kimpson, 2 Wils. 140, and see St. John's College v. Murcott, 7 T. R. 259. So is a sequestration from a Court of Equity, Dixon v. Smith, 1 Swanst. 457; and this is a process of execution in full force in Maryland, Keighler v. Ward, 8 Md. 254. See, however, *In re* Sutton, 32 L. J. Chan. 437. But a commission of bankruptcy is not, in England, Lee v. Lopes, 15 East, 229. And under our insolvent system, when a party applied for the benefit of the insolvent laws, his goods immediately came into the custody of the law for the benefit of all his creditors, and could not be distrained for rent then due, and a claim for it did not bind the property in the hands of the trustee, rent being no lien, at all events until seizure, Buckey v. Snouffer, 10 Md. 149;[4] see Gelston v. Rullman, 15 Md. 260; but this is

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[4] Affirmed in Fox v. Merfield, 81 Md. 80. And the ruling of these cases is adopted by the United States District Court for Maryland in cases of bankruptcy. *In re* Southern Co., 180 Fed. Rep. 838; *In re* Chaudron, 180 Fed. Rep. 841. See also *In re* Potee Co., 179 Fed. Rep. 525. For the English rule, see *In re* Mackenzie, (1899) 2 Q. B. 566.

This rule, however, seems limited to bankruptcy and insolvency cases. The landlord has a *quasi* lien for his rent on the equity of the Statute even before distress has been levied, though before this *quasi* lien can exist the rent must be due and the goods must be subject to distress. Gaither v. Stockbridge, 67 Md. 228; White v. Hoeninghaus, 74 Md. 130. In Thomson v. Baltimore Co., 33 Md. 312, the landlord sued the sheriff for the sale of goods under an attachment on warrant without paying the landlord his rent after notice given under the Statute. It was held that an attachment on warrant was not an execution within the Statute and that the order of court directing the sale fully justified the sheriff in making it. But it was also held that, although the landlord could not distrain after the sheriff's seizure of the goods because they were then *in custodia legis*, he nevertheless had a *quasi* lien for his rent and was entitled to claim out of the proceeds of the sheriff's sale such an amount of rent in arrear as he could have legally demanded if the goods had been taken on execution, and that such claim would take precedence of the debt for which the attachment issued. This doctrine was applied in Wannamaker v. Bowes, 36 Md. 42, and was affirmed in White v. Hoeninghaus, 74 Md. 127 and Degner v. Baltimore, 74 Md. 150.

And in ordinary receivership cases it is the settled practice for the court to order the receiver to pay the arrears of rent, or to permit the