now altered, where a share of the growing crops is reserved as rent, by the Act of 1870, ch. 279.[5] In England too, it has been held that, where goods have been seized under an extent in aid, the landlord cannot claim the year's rent, on account of the proviso in the last section that the Act should not be construed to the prejudice of the Crown, R. v. Decaux, 2 Price, 17. See the note to Magna Charta, c. 8 and c. 18. In Fisher v. Johnson, 6 Gill, 354, the Court held, that the Sheriff could not retain for arrears of rent out of the proceeds of sale of the property of a stranger upon the demised premises on an execution against *him*, see Ratcliffe v. Daniel, 6 H. & J. 498; Cromwell v. Owings, 7 H. & J. 58; and it should seem, from the same case, that the like would be the law where the execution was against the tenant; see Forster v. Cookson, 1 Q. B. 419; Beard v. Knight, 8 E. & B. 865; White v. Binstead, 13 C. B. 304; Risely v. Ryle, 11 M. & W. 16. And Fisher v. Johnson is also authority, that an attachment, unless by way of execution, is not within the Statute.[6]

As against the execution-creditor, the landlord is entitled to a full year's rent if so much is in arrear, as it seems from Henchett v. Kimpson *supra;* **685** and the burden *of showing that the rent has been paid is on the defendant in an action on the Statute, Harrison v. Barry, 7 Price, 690. The landlord is in like manner entitled to it, if payable in advance, *ibid.* and Yates v. Ratledge, *supra;* and without any deduction for poundage, Gore v. Gofton, 1 Str. 643, or for any abatement in the rent that he has been used to make in favour of the tenant, Williams v. Lewsey, 8 Bing. 28. But he cannot claim except for rent in arrear at the time of issuing the execution, and is not entitled to what accrues during the Sheriff's possession; if the latter injure him by remaining too long in possession, the landlord may have his remedy by an action on the case, Hoskins v. Knight, 1 M. & S. 245; Washington v. Williamson, 23 Md. 244. The Sheriff, too, is not liable, where he takes corn in the blade and sells it before any rent is due, to account to the defendant's landlord for rent accruing subsequently to the levy and sale, though notice has been given and the corn not re-

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landlord to distrain wherever the goods of the lessee remain on the demised premises at or after the time when the rent becomes due and the only impediment to the exercise of the landlord's right of distress is the possession of the court by its receiver. Gaither v. Stockbridge, 67 Md. 226. Cf. Woodland v. Wise, 112 Md. 35. Though in such case an order of court granting the landlord leave to distrain should not be passed before the receiver has had notice of the application and an opportunity to be heard. Thompson Co. v. Young, 90 Md. 278.

The landlord's *quasi* lien therefore seems to hold in all cases except insolvency and bankruptcy. The distinction in principle is not clear but it is none the less firmly settled. For an excellent review of the Maryland cases, see Judge Rose's opinion in *In re* Chaudron, *supra.*

[5] Code 1911, Art. 53, sec. 23 (as now amended).

[6] Thomson v. Baltimore Co., 33 Md. 312, where it was said that the execution contemplated by the Statute was judicial process for obtaining the debt or damage recovered by judgment and final in its character.