

C. and himself; see also *Williams v. Hayward*, 28 L. J. Q. B. 374. On the other hand, the fraudulent attornment of a tenant to a stranger, claiming title to the prejudice of his landlord's possession, is rendered wholly inoperative by this section of the Statute of George 2. And it is now no longer necessary to aver an attornment in a declaration in covenant, or plead it in an avowry or any other pleading, *Moss v. Gallimore*, Doug. 288.¹²

In note *a*, to *Brown v. Storey*, 1 Man. & G. 129, it is said that legal attornments have been abolished by these Statutes, and that the term attornment is now applied, somewhat inaccurately, to such an acknowledgment of a tenancy as operates by way of estoppel. It was observed however in *Harris v. Booker*, 4 Bing. 96, that the Statute of Anne applies only where property is acquired by grant or conveyance, and that a tenant by *electio* claiming the property under a judgment, even if he had a right to enter, could not have proceeded for rent without an attornment. The case turned on the nature of the title of the defendant to the execution. But the case of *Rogers v. Pitcher*, 6 Taunt. 202, is to the contrary. It is perhaps too much to say, after the decision in *Funk's lessee v. Kincaid supra*, that the doctrine of attornments was never introduced into Maryland—though no doubt it never applied to a *case where the title 749 of the landlord was transferred by operation of law. Accordingly, it has always been supposed that, with us, the Sheriff's sale vested in the purchaser all the rights of the debtor in the property sold, and that no attornment is required to enable the purchaser to distrain or sue for the rent. Indeed this seems expressly decided in *Martin v. Martin*, 7 Md. 368,¹³ (and see *Dailey v. Grimes*, 27 Md. 440), where it was held that the purchaser, as assignee in law of the debtor's reversion, took all his title and interest as of the date of the judgment, and was entitled to all rent becoming due subsequently to the accrual of his title. But an attornment to sequestrators will not bind the tenant, for they have no legal estate, *Cornish v. Searell*, 8 B. & C. 471; and it has been held that, though an attornment to a receiver appointed by the Court of Chancery creates a tenancy by estoppel between the receiver and the tenant, which the Court applies to the purpose of collecting the rents until a decree can be pronounced, yet it does not hypothetically create a tenancy under another, and enure to the benefit of the person ultimately found to have the legal estate, so as to enable him to treat the tenant as his tenant, and to distrain for rent, *Evans v. Matthias*, 7 E. & B. 590.

With respect to cases where an attornment, in the ordinary modern sense of the word, operates by way of estoppel to create a tenancy, it is held, that if a tenant receive possession of premises from the party to whom he agrees to become tenant, he cannot dispute his lessor's title

¹² The assignee of the reversion may combine in an action against the lessee claims for rent accrued after the assignment and rent accrued prior to the assignment and specifically assigned to him; and he may at his election sue therefor either in debt or covenant. *Outtoun v. Dulin*, 72 Md. 536.

¹³ Cf. *Abrams v. Sheehan*, 40 Md. 460; *Johnson v. Hines*, 61 Md. 133.