

exception of cases arising under the Statute 11 Geo. 2, c. 19, cannot be apportioned as to time, and the person entitled to the estate when the rent falls due must have the entire amount payable at that time. The principles of apportionment, particularly as applicable to rent, are discussed and the authorities collected in Smyth's case, 1 Swanst. 337.³¹ See also *Botheroyd v. Woolley*, 5 Tyr. 522,³² where tenant in fee of certain premises devised to his wife for life and died in Jan. 1833. The premises were in the hands of tenants from year to year, their terms beginning at various periods—some from Lady-day, some from May-day in each year. The devisee for life died in August of the same year, and the question was, whether her administrator was entitled to recover from the defendants, who had received the rents, an apportionment under the Statute for the time elapsed since Lady-day and May-day in that year. The Court said that his omission to give notice, at Michaelmas and 1st Nov. 1832, to quit at Lady-day and Michaelmas following was tantamount to an implied demise by the tenant in fee for another year, to commence from the latter days. The tenant for life did not, in fact, demise on the last mentioned days, for she could not prevent the holding.

XVI. XVII. **Abandonment of premises by tenant.**³³—In *Ex parte Pilton*, 1 B. & A. 369, it was held not necessary to state in the record of the magistrate's proceedings under this Act, that the landlord had a right of re-entry, though such a right must exist to entitle the party to proceed under it. There the tenant had ceased to reside on the premises for several months, and left them without any furniture or sufficient other property to answer the year's rent, and it was determined that the landlord might properly proceed under this section to recover possession, though he knew where the tenant then was, and although the justices found a servant of the tenant on the premises when they first went to view them. And it seems that it is immaterial as to any one being on the premises at the second coming of the justices, unless he appears and pays the rent in arrear as required by the Statute. In *Ashcroft v. Bourne*, 3 B. & Ad. 684, however, the goods having been removed off the premises, the justices, on

³¹ Rents accruing before the death of the owner of land pass to his executor or administrator; those accruing after his death go to the heir at law or devisee. *Getzandaffer v. Caylor*, 38 Md. 280.

³² Also *Mills v. Trumper*, L. R. 4 Ch. 320.

³³ In *Oldewurtel v. Wiesenfeld*, 97 Md. 165, a tenant abandoned the premises before the end of his term and sent the keys to the landlord who thereupon notified him that, without abandoning any rights under the lease, he would rent the property, crediting the tenant with any rent collected and holding him liable for any balance due. The landlord then took possession and rented the property. In an action against the tenant to recover such balance it was held that the reletting of the property, though without the tenant's assent, was not an acceptance of a surrender of the term, or an ouster of the tenant, and that he remained liable for such balance under the covenants in the lease. See also *Biggs v. Stueler*, 93 Md. 100.