going to view the premises, found the tenant absent but his wife and children there, and no furniture except three or four chairs, which the wife stated belonged to a neighbor. On their second coming the tenant was there but did not pay the rent, whereupon they turned him out of possession. But on appeal it was held that the premises were not deserted within the meaning of the Act, and restitution was awarded.

*In *Ex parte* Pilton *supra*, the form of the record of the justices **755** as given in 1 Burns' Just. 791 seems to have been approved. It is not necessary that the information or complaint should be made on oath to justify the action of the magistrates. A request to them is what the Statute requires. If the rent be not in arrear as alleged, or if the landlord improperly procures the interference of the justices, he will be liable to an action on the case at the suit of the tenant, but the record of their proceedings under the Act, which sets forth all the circumtsances necessary to give them jurisdiction, is a conclusive answer to an action of trespass against the magistrates by the tenant, Basten v. Carew, 3 B. & C. 649; and to such an action against the constable, coming in aid of the magistrates, and the landlord attending to receive possession, when awarded by the justices—the latter in such case acting as judges of record, and proceedings under this section come within sec. 21 of this Statute, Ashcroft v. Bourne, 3 B. & Ad. 684.

Under sec. 17 it is held that the appeal is to the judges as individuals and not as a Court, and orders made by them should be authenticated by their signatures, R. v. Sewall, 8 Q. B. 161. It is presumed that the Circuit Courts, and in the City of Baltimore the City Court, have the power to examine summarily into the proceedings of the justices.

XVIII. **Double rent.**—In Johnstone v. Hudlestone, 4 B. & C. 922, it was held that the enacting words of this section must be construed with reference to the mischief intended to be remedied, as appears in the preamble, and that the Statute applied only to cases where the tenant had the power of determining his tenancy by a notice, and actually gave a valid notice sufficient to determine it. There the tenant held under a demise from the 26th March for one year, and so from year to year so long as the landlord and tenant should respectively please, see Doe v. Smaridge, 7 Q. B. 957. The tenant having holden for more than a year gave a parol notice (the Act not requiring the notice to be in writing, Timmins v. Rowlinson, 3 Burr. 1603) to the landlord, less than six months before the 25th March, that he would quit on that day, and the landlord accepted and assented to that notice. But on demurrer in replevin, it was held that the tenancy was not thereby determined, there not having been either a sufficient notice to quit, or a surrender in writing, or by operation of law within the meaning of the Statute of Frauds (see Bessell v. Landsberg, 7 Q. B. 638), that the tenant having holden over after the expiration of the time mentioned in the notice to quit, the landlord could not distrain for double rent under this Statute, for the Statute only applies to those cases where the tenant has the power of determining his tenancy by a notice, and where he actually gives a valid notice sufficient to determine it,—and that the landlord, claiming by his avowry double rent under the Statute, could not recover single rent upon the contract between himself and the tenant. The Act also does not apply where a tenant gives a con-