

ditional notice, "that he will quit as soon as he can possibly get another situation," but does not quit accordingly, and under-lets at a premium, *Farrance v. Elkington*, 2 Camp. 591; nor does it apply to weekly tenants, *Sullivan v. Bishop*, 2 C. & P. 359; at least the case may be so taken.

The double rent given by the Act is not in the nature of a penalty like the double value under 4 Geo. 2, c. 28, but a rent to be paid by the tenant to his landlord during the time he holds over, and for which the landlord therefore has the same remedies as he had for the former rent, by distress, as in *Timmins v. Rowlinson supra*, or by action, as in *Farrance v. Elkington supra*. In *Soulsby v. Neving*, 9 East, 314, Lord Ellenborough said that the recovery of the landlord in ejectment was no bar to his afterwards **756** suing for the *double value*, but there might be some incongruity \*in applying the remedy for *double rent* after the remedy by ejectment, which treats the person in possession as a trespasser.

A tenant, who having given notice to quit holds over for a year, paying double rent under the Statute, may quit at the end of the year without fresh notice, *Booth v. Macfarlane*, 1 B. & Ad. 904, Lord Tenterden saying, "the words of the Statute are very clear. Such double rent shall continue to be paid during all the time such tenant shall continue in possession. Here the double rent has been paid during all the time the tenant has continued in possession, and he is not bound to pay it after he has quitted." It may be useful here also to notice the case of *Bramley v. Chesterton*, 2 C. B. N. S. 592, where a landlord, after giving a yearly tenant notice to quit at the end of his year, afterwards agreed to let the premises to A. from the end of the year, and informed the tenant that he had done so, but the tenant nevertheless held over for another quarter, and being ejected, paid the landlord a quarter's rent for that quarter. It was held that, by the receipt of the rent, the landlord was not prevented from bringing an action against the tenant for the damages occasioned by his holding over, and that the landlord might recover, as damages, the amount of ordinary damages that he had to pay in an action brought against him by A. for not giving him possession at the time agreed on, together with the costs of such action. In *Gelston v. Sigmund*, 27 Md. 345, (see S. C. 27 Md. 334), where the landlord had proceeded to eject his tenant holding over under the provisions of Art. 53 of the Code, having previously made a contract of lease to A. to commence on the expiration of the term, it was held that the tenant could not rely on this contract as an outstanding adversary title in A., and that the landlord was entitled to maintain the proceeding, in order to enable him to give possession to his new tenant, which he was bound to do under his contract. On the other hand, in *Sigmund v. Howard Bank*, 29 Md. 324, the Bank leased premises to Sigmund, the term to commence on the expiration of a then existing tenancy. The occupying tenant refused to go out at the end of his term, and it was held that Sigmund had a right of action against the tenant as a wrong-doer, but not against his lessor, the Bank, for its failure to give him possession.

In addition to the remedy given by this section, by the Acts of 1793, ch. 43, and 1845, ch. 209, the landlord may proceed to oust his tenant as a tenant holding over. This is re-enacted by the Code, Art. 53, sec. 7.<sup>33a</sup>

<sup>33a</sup> Code 1911, Art. 53, sec. 7.