trainor has his election to give the notice either to the tenant or the owner of the goods. On this principle, it was held in Keller v. Weber, 27 Md. 660, that a landlord might distrain, during the term, after the death of the tenant and before administration granted, for rent in arrear, for, the tenant being dead, those occupying under the lease come in subject to all the antecedent rights of the landlord. And the Court further held that the want of notice would not render the sale invalid nor deprive the landlord of his lien. It need not mention when the rent became due, Moss v. Gallimore, Doug. 279, and a mistake in it is immaterial, Crowther v. Ramsbottom, 7 T. R. 654; Wilkinson v. Terry, 1 M. & Rob. 377. In Wakeman v. Lindsey, 19 L. J. Q. B. 166, the notice was, that the distrainor had taken, &c., "the goods, chattels and things, mentioned in the inventory hereunder written," &c. In the inventory one article only was mentioned, and was followed by "and any other goods and effects that may be found in and about said premises," &c. The Court, though with reluctance and with a warning against such notices in future, held it sufficient, as all the goods on the premises were intended to be and were distrained. But in Kerby v. Harding, 6 Exch. 234, the notice was of a seizure of the "several goods and chattels specified in the inventory or schedule hereunder written." The schedule enumerated certain chattels, consisting of carriages and horses, and concluded, "all other goods, chattels and effects on said premises, which *may* be required to satisfy," &c. The plaintiff was a stranger, and kept his horse and carriage with the tenant, and his property was not amongst the articles enumerated. The Court held the notice bad, and that notice "thereof" in the Statute meant notice of everything taken, and ought to inform the tenant or person whose goods are taken "thereof," by expressing what goods are taken.

In Wallace v. King, 1 H. Black. 13, it was held that the five days are to be counted inclusive of the day of sale, so that goods distrained on Saturday morning may be sold Thursday afternoon. "Five times twenty-four hours must elapse before the sale," said Tindal C. J. in Harper v. Taswell, 6 C. & P. 166.[4] There the distress was made on Friday, at 2 P. M., and the goods sold on the following Wednesday, at 11 A. M., and held wrongful; Owen v. Legh, 3 B. & A. 470. But in Robinson v. Waddington, 13 Q. B. 753, where the distress was made on Saturday, Sept. 8, at 8 A. M., and the sale made on the afternoon of Thursday, Sept. 13, the Court reluctantly yielded to the later authorities, that where time is given by a Statute, it must be reckoned exclusive both of the day of the act and the day of the event, and held that the five days were exclusive both of the day of distress and the day of sale. The tenant may replevy the goods, however, though appraised, at any time before they are actually sold, Jacob v. King, 5 Taunt. 451; S. C. 1 Marsh. 135. And the landlord, too, is allowed a reasonable time after the expiration of the five days for the appraisement and sale, Pitt v. Shew, 4 B. & A. 208.[5] In Griffin v. Scott, 2 Ld.

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[4] Sharp v. Fowle, 12 Q. B. D. 385.

[5] Where distrained cattle are left in tenant's possession unsold at his request and on his agreement to pay the rent by a specified time, they remain subject to the lien of the distress; but if the landlord permits