v. Williamson *supra*. In Andrews v. Dixon, 3 B. & A. 645, which has ever since been followed in England, the Court observed that if the Sheriff has no reason to suppose that any rent is due, he is protected in paying the proceeds of the execution over to the execution-creditor. But the notice is required only to establish beyond a doubt the Sheriff's knowledge of the landlord's claim, and if he has that in any other way brought home to him before he parts with the money, he is liable. Otherwise he might remove the goods *instanter*, and so the landlord be deprived of his claim and the Statute defeated. And in fact the proceedings in that case on the part of the Sheriff were collusive. Reasonable as this rule is, it is nevertheless, as it would seem, no longer the law here, for the landlord must give notice and append to it an *affidavit* of the rent in arrear. Perhaps, however, in a case of collusive behaviour on the part of the Sheriff, he might be liable to an action by the landlord. The Sheriff may, nevertheless, in an action against him for a false return, shew that rent was due for the premises in which goods were seized, and that the plaintiff has therefore sustained no damage by the false return, and thus has no cause of action, Levy v. Hale, 29 L. J. C. P. 127. As to the notice in other respects, see Washington v. Williamson; Colyer v. Speer *supra*. In an action against the Sheriff notice of the landlord's claim ought to be averred, but it is holden that the common allegation, that the defendant "well knowing the premises" removed, &c., without paying tne rent, is sufficient after verdict, Palgrave v. Windham, *supra;* Lane v. Crockett, 7 Price, 566; see Waring v. Dewberry, 1 Str. 97. The notice ought to be given to the Sheriff as early as possible. In Arnitt v. Garnett, 3 B. & A. 440, the notice was given before the goods were sold, but it appears from Andrews v. Dixon, Yates v. Ratledge, and Washington v. Williamson *supra*, that notice at any time before the proceeds have been paid over by the Sheriff is sufficient to sustain a motion to the Court for an order on the Sheriff to pay the landlord his rent (at least if the goods have not been removed), the execution-creditor in such case having no vested rights by the sale of the goods.

Action against sheriff.—With respect to the action against the Sheriff: the meaning of the Statute is now well settled to be, that the Sheriff, having notice, must not remove the goods unless the year's rent be first paid. The seizure is *prima facie* lawful; the removal without paying the rent renders the whole proceeding unlawful against the landlord, though not invalidating the execution so as to allow him to distrain, Wharton v. Naylor *supra*. The latter, instead of his right of distress, is protected by the liability of the Sheriff to him. But no action will lie against the Sheriff unless the goods are removed from the premises, see Washington v. Williamson citing White v. Binstead *supra* and other cases, and the removal is a material averment. A bill of sale of the goods is not a removal, Smallman v. Pollard *supra*, overruling West v. Hedges, Barnes, 211. The application, if the Sheriff has the proceeds then in hand, is to the Court. As, however, he is to levy first for the rent and then for the execution, if he remove the goods he is liable for the full rent, though he leave behind a sufficient distress; for the landlord is not bound to watch the officer to see whether he does so or not, Colyer v. Speer *supra*, which is generally cited for the point that a removal of any of the goods renders