and demand be given in the middle of a quarter, he cannot recover single rent for the antecedent fraction of that quarter, Cobb v. Stokes, 8 East, 358.

An ordinary notice to quit [2] includes a demand of possession, Wilkinson v. Colley *supra;* and consequently, in tenancies from year to year, a notice for the determination of the tenancy will serve as a good demand of possession under the Statute, without the latter being more specifically made, see Hirst v. Horn, 6 M. & W. 393. The notice is expressly required to be in writing, Timmins v. Rowlinson, 3 Burr. 1603. In Doe v. Jackson, Doug. 175, it was ruled that a notice to the tenant to quit, concluding "or I (the landlord) shall insist on double rent," was an unqualified notice and did not give the tenant an option to quit, though if the words had been "or else that you (the tenant) agree to pay double rent," it would have been otherwise; see De Young v. Buchanan, 10 G. & J. 149. This case was affirmed in Doe v. Goldwin, 2 Q. B. 143, where the notice was to quit "or else pay double rent or value." But in Page v. More, 15 Q. B. 614, where the notice required the tenant to give up possession of the premises at 12 noon on, &c. (the day on which the tenancy determined), at which time the landlord would attend to receive the keys and the rent, and, in the event of the tenant not so surrendering, the notice went on to say that the landlord would demand 7*s.* daily rent (a rate more than double the original rate of rent) until he obtained legal possession, it was held not to support an action for the double value against the tenant holding over, for he was entitled to the possession until midnight, and the requisition to deliver it up at noon was premature and insufficient to determine the tenancy.

The notice must be one (and this is a general rule as to notices) that the tenant can safely act on when he receives it, so that notice by an unauthorized agent cannot be made good by the principal's adoption of it when the time for giving it has passed, Doe v. Goldwin *supra.*[3] But a receiver appointed by the Court of Chancery may give a valid notice, Wilkinson v. Colley *supra,* and an agent and receiver appointed by mortgagor and mortgagee is duly authorized under the Statute, Poole v. Warren, 8 A. & E. 582.

No one but the lessor, or one standing in the situation of a lessor, is entitled to sue for the double value; and therefore in Blatchford v. Cole, 5 C. B. N. S. 514, where a termor let by parol to the defendant from year to year and afterwards gave him notice to quit, but, before the determination of the tenancy, demised the premises to the plaintiff for seven years

---

[2] **Notice to quit.**—A notice to quit is good if on the whole it is intelligible and so certain that the person receiving it cannot reasonably misunderstand it. An obvious mistake in some part of it will not invalidate it, if it is otherwise so explicit as not to mislead the recipient. It need not be directed to the person, and, even if directed in a wrong name, if he keeps it without objection, the error is waived. Service on the premises to the wife, or husband, or servant of the tenant is sufficient. Cook v. Creswell, 44 Md. 581. And an agent who has authority to rent is presumed to have authority to give notice. Benton v. Stokes, 109 Md. 122.

[3] But see Benton v. Stokes, 109 Md. 122.