*V. **Remedies for recovery of seck rents.**—As to rents reserved on grants in fee, see Bradbury v. Wright, Doug. 624; Musgrave v. Emerson, 16 L. J. Q. B. 174, where it was held that "the three years, within, &c.," mentioned in the Statute, need not be consecutive years. A grant in fee reserving a perpetual rent, with power of distress, is equivalent to a rent-charge, see Co. Litt. 143 b. n. (5); and if created without a power of distress it would be a rent-seck, and therefore distrainable for under this Statute;[17] see also Dodds v. Thompson, 1 L. R. C. P. 133, and as to rent-services, Giles v. Spencer, 3 C. B. N. S. 244. **715**

In Buttery v. Robinson, 3 Bing. 392, lands were devised to A. for life, remainder to B. in fee, subject to and charged with the payment of 20*l.* a year to C. during her life, to be paid by A. as long as she lived, and after her decease by B., and it was held that C. might distrain for such a charge, and see Saward v. Anstey, 2 Bing. 519; and note to 8 Ann. c. 14, s. 4.[18]

The owner of the lands either grants a rent out of them, or grants the lands, &c., and reserves a rent; a rent-charge or rent-seck may be constituted in either way; a rent-service in the latter way only. There is no such thing as a rent-charge, rent-service or rent-seck issuing out of a term of years, and consequently a termor, assigning his term, cannot distrain, for he has no reversion at common law and his case is not within the Statute, Anon. v. Cooper, 2 Wils. 375; Parmenter v. Webber, 8 Taunt. 593. So if a termor affect to grant a lease for a term exceeding his own in duration and to reserve an annual rent, it will be an assignment of his whole term and no estoppel between him and his assignee, even though he afterwards acquire the fee simple.[19] This Act gives him no power to distrain for such a rent, and it is said to be doubtful if he would have any remedy for recovering it, Langford v. Selmes, 3 Kay & J. 220. It seems, however, that in such cases debt is maintainable or *assumpsit* for use and occupation, Newcomb v. Harvey, Carth. 161; Pollock v. Stacey, 8 Q. B. 1033; Anon. v. Cooper *supra;* Preece v. Corrie, 5 Bing. 24. And in Wollaston v. Hakewell, 3 Man. & G. 297, where a termor demised a part of the premises to another for a period longer than the then remainder of his

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determined, and the party of the first part become and be entitled to immediate possession of the premises aforesaid, provided he shall so elect, but not otherwise," it was held that on such default the landlord could maintain ejectment without having previously made demand for payment. In Crean v. McMahon, 106 Md. 524, however, where the lease provided that it should be void upon re-entry by the landlord for non-payment of rent, it was held that the mere non-payment without a re-entry did not end the lease.

The right of re-entry may, of course, be waived by the landlord. Morrison v. Smith, 90 Md. 76; Carpenter v. Wilson, 100 Md. 13.

[17] *In re* Gerard, (1894) 3 Ch. 295.

[18] An annuity charged on land without power of distress and entry is a rent seck to which section 5 of the Statute of George applies, giving power of distress. Sollory v. Leaver, L. R. 9 Eq. 22.

[19] Lewis v. Baker, (1905) 1 Ch. 46.