

before any Action brought thereupon; and if the Bond so taken and assigned be forfeited, the Avowant, or Person making Conuzance, may bring an Action and recover thereupon in his own Name; and the Court where such Action shall be brought may by a Rule of the same Court, give such Relief to the Parties upon such Bond, as may be agreeable to Justice and Reason; and such Rule shall have the Nature and Effect of a Defeazance to such Bond.

I. Preamble. Landlords may distrain and sell Goods fraudulently carried off the Premises,

II. unless sold to any Person not privy to the Fraud.

III. Penalty on the said Fraud, or assisting thereto.

IV. If the Goods exceed not the value of 50*l.*, Landlords to have Recourse to 2 Justices.

V. Appeal from them to the Quarter Sessions.

VI. The 2 Justices Order, on such Appeal, not to be executed.

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VIII. and may distrain Stock or Cattle on the Premises, for Arrears of Rent.

IX. Tenants to have Notice of the Place where the Distress is lodged. Distress of Corn, &c., to cease, if rent be paid before it be cut.

X. Distresses may be secured, and sold on the Premises.

XI. Attornment of Tenants void. Exception.

XII. Against Tenants secreting Ejectments.

XIII. Landlord impowered to make himself Defendant by joining with the Tenant, &c.

XIV. Rents how to be recovered where the Demises are not by Deed.

XV. Rents recoverable from Under-Tenant; where Tenants for Life die before the Lease is expired.

XVI. Provision for Landlords, where Tenants desert the Premises.

XVII. Tenants may appeal from the Justices.

XVIII. Tenants holding Premises after the time they notify for quitting them, to pay double Rent for such time.

XIX. Distress for Rent not unlawful, &c., for any Irregularity in the Disposition of them;

XX. nor Tenants to recover by Action, on Tender of Amends.

XXI. In Actions against Persons intituled to Rents, the Defendants may plead the General Issue, &c.

XXII. Defendants in Replevin to make Conuzance, that the Plaintiff held the Premises at a certain Rent, &c.

XXIII. To prevent vexatious Replevins.

In the special verdict in *Calvert's lessee v. Eden*, 2 H. & McH. 290, it was found that this Statute extended to Maryland.

I. II. **Following distress.**—The Statute extends only to cases where the landlord has a reversion in the premises, for if he assign his whole in-