

Perkins v. Dyer, 71 Md. 422. Condon v. Maynard, 71 Md. 604. Baden v. Perkins, 77 Md. 465. Duval v. Perkins, 77 Md. 591. Baldwin v. State, use of Hull, 89 Md. 587. B., C. & A. R. R. Co. v. Wicomico Co., 93 Md. 113. Fairmount Corp. v. Balto., 145 Md. 391.

Sidewalk paving assessments not "taxes." St. Paul Bldg. Co. v. Balto. City, 149 Md. 685.

TENANT FOR YEARS OR LESS OR AT WILL.

P. L. L. (1860), Art. 4, sec. 882. 1888, Art. 4, sec. 857. 1888, ch. 123, sec. 844.

844. Where any lands or tenements in the City of Baltimore are held from year to year, the tenancy shall be terminated if the lessor give to the tenant ninety days' notice before the end of the year.

Biggs v. Stueler, 93 Md. 100.

See notes of decisions in relation to sections 844 to 864, inclusive, of this Article, on pages 1099 to 1103, inclusive, City Code (1879).

Landlord and Tenant. Ninety days' notice was given by a landlord to a tenant at will. This note held sufficient. McElroy v. Wright, Daily Record, March 7, 1889. The renting of a tenement for an indefinite time, and an occupation thereof for a year, constitute a tenancy for a year. Lutz v. Lutz, Daily Record, July 9, 1889. Where the tenant enters under a void lease, he will be held liable under a verbal agreement of similar import as to terms to that expressed in writing. Ehrman v. Lyman, Daily Record, July 18, 1889. An assignee of a leasehold estate is liable for the rent which accrued after he executed an assignment of the term and before the same was recorded. See able opinion of Judge Duffy in this case, affirmed in 75 Md., page 174. Nickel v. Brown, Daily Record, October 7, 1891.

When Landlord Cannot Petition in an Attachment Suit for Arrearages of Rent.—When right of distress does not exist, the landlord has no lien entitling him to come into an attachment suit by petition as sanctioned by Thompson v. Balto. Steam Packet Co., 33 Md. 318, and claim a priority for rent in arrear. Putman's Sons v. Van Buren, Daily Record, November 27, 1890.

Landlord's Remedy for Rent when Tenant's goods are seized by writ of attachment and goods sold under order of court.—Landlord should go into court and claim payment of his rent as a prior lien on proceeds, by reason of his *quasi* lien on the goods. Lutz v. Lutz, Daily Record, July 9, 1889.

P. L. L. (1860), Art. 4, sec. 883. 1888, Art. 4, sec. 858. 1888, ch. 123, sec. 845.

845. If any land be held in said city under the lease for a month, or any less period than a year, and the tenant continues to occupy under such lease after its expiration, he shall be deemed a tenant for such period as the premises were originally leased to him, and so from such period to such period; and if his landlord give him thirty days' notice before the termination of any period of his tenancy, it shall terminate such tenancy.

Kinsey v. Minnick, 43 Md. 112.

P. L. L. (1860), Art. 4, sec. 884. 1888, Art. 4, sec. 859. 1888, ch. 123, sec. 846.

846. If land or tenements be held in said city by tenancy at will, at sufferance or *per autre vie*, thirty days' notice by the landlord or reversioner to the tenant or occupant shall terminate such tenancy at the expiration of thirty days.

P. L. L. (1860), Art. 4, sec. 885. 1888, Art. 4, sec. 860. 1888, ch. 123, sec. 847.

847. Any of the tenancies mentioned in the three preceding sections may be terminated by the tenant giving notice to the landlord thirty days