

subject to levy under distress to the same extent as if both were named in the lease as tenants.

**34. Amendment of petition.**

A petition for distress, and any other petition or pleading filed in such a case, may be amended at any time upon such terms as the court may order.

**35. Death of tenant; action against personal representative.**

(a) Whenever a tenant under a lease of premises has died, or, if the tenant is a corporation and has ceased to exist, distress may be brought against the tenant named in the lease regardless of death or non-existence. Notice of an action of distress shall be given by the plaintiff to the personal representative of a deceased defendant or to the officers of a corporation ceasing existence and the plaintiff shall certify to the court that he has given such notice. In such case the plaintiff may proceed with levy and sale as provided in this subtitle.

(b) If a tenant shall die and no personal representative shall be appointed by a court having jurisdiction or if the officers of the non-existent corporation cannot be found and service of process on such officers has been returned non est, then upon application of the plaintiff an order may be passed requiring a copy of the petition for distress to be set up at the court house door at least one week before the date of sale. Failure of the plaintiff to apply for such an order shall subject him to suit by the personal representative of the deceased tenant, or by the officer or surviving directors of the non-existent corporation for any loss or damage sustained. If the plaintiff makes application for such an order, he shall be under no liability either to the estate of the deceased tenant, or to the surviving trustees or officers of the non-existent corporation.

**36. Assignment of leases; liability of assignee.**

(a) In case a tenant has assigned a lease for more than three months to an assignee, the assignee shall be liable to distress for any goods on the leased premises as though originally named in the lease as tenant.

(b) Any goods of the assignee on the leased premises shall be subjected to the landlord's distress claim to the same extent as though the assignee was originally a tenant. Such liability of goods shall exist regardless of whether the assignment was oral or in writing and regardless of the terms set out in the assignment. The obligation of the assignee of the lease for personal liability shall be restricted to the terms and agreements contained in the assignment of lease. The exercise of any right herein of the landlord against the assignee shall not bar any rights the landlord may have against the assignor.

**37. Service of process.**

Service of all process by the court following service of the original petition in distress may be made by ordinary mail. All parties and claimants are charged with notice of each step of the proceedings and shall be bound thereby. A claim of non-receipt of a notice mailed to a party or claimant shall not affect the validity of the order or notice so given by ordinary mail.