

## NOWELL v. WENTWORTH.

Seven days' notice to quit is not sufficient to terminate a tenancy at will, unless there has been a demand of the precise amount of rent, due and in arrears, and a neglect or refusal to pay it.

PROCESS, under the statute of landlord and tenant. Facts found by a referee. The defendant occupied a store of the plaintiff's as a tenant at will. He paid, as rent, sixteen dollars per month, from Oct. 1, 1875, to Feb. 1, 1876. April 1, 1876, the plaintiff demanded, as rent, one dollar per day for the months of February and March preceding, which the defendant refused to pay; and on that day the plaintiff gave the defendant notice to quit, April 12, 1876.

*Hall and Wheeler*, for the plaintiff.

*Copeland and Yeaton*, for the defendant.

STANLEY, J. The notice to quit was sufficient, provided the demand was sufficient. Gen. St., c. 231, s. 2. The demand was not sufficient, because it was for a greater sum than was due.

The common law on the subject of tenancies has been adopted in this state, except as it has been modified by statute. *Currier v. Perley*, 24 N. H. 219, 223; *Hazeltine v. Colburn*, 31 N. H. 466, 471; *McQuesten v. Morgan*, 34 N. H. 400, 404. Under it, the demand must be of the precise amount of rent due; and this requirement has not been modified or changed by the statute. *Jones v. Reed*, 15 N. H. 68; *McQuesten v. Morgan*, *supra*; *Coon v. Brickett*, 2 N. H. 163; *McMurphy v. Minot*, 4 N. H. 251; *Sperry v. Sperry*, 8 N. H. 477, 481; *Jackson v. Kipp*, 3 Wend. 231; *Connor v. Bradley*, 1 How. 211, 217; Taylor Landl. and Ten., s. 297; 1 Washb. Real Prop. 321; Vin. Abr., Rent, 2; Com. Dig., Rent, D.

*Judgment for the defendant.*

DOE, C. J., and SMITH, J., did not sit.

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 DREWS' APPEALS.

No one of the next of kin is entitled to be appointed administrator, if, by reason of his hostility to another of the next of kin, he is not a suitable person for the office. When all of the next of kin are thus disqualified, a stranger may be appointed.