7-53

had taken place to terminate the leasehold title, but after the owner of the reversion was substituted as purchaser, he went into possession; and, under the decisions of our Court of Appeals in the cases of

Cook ws. Brice, 20 Md., page 397, and of Abrahams ws. Tappe & Fry, 60 Md., page 317,

the owner of the leasehold having defaulted in payment of the rent, and the owner of the reversion being in possession, the term was thereby annulled. This was, I believe, the result contemplated by the Act of 1900 Chapter 663. Therefore, if the title was divested at the time of the final ratification of the sale, or if it was divested by the execution of the deed, in either event the surplus would be payable to Mr. Granger, who then had possession of the full fee-simple title. This appears to me to be the logical conclusion which must be reached from the facts presented; but it is evident that the matter is involved in a great deal of doubt on account of the apparent absence of decisions construing the laws of this State as to the stage of the proceedings at which the title to the property must be ascertained to determine who is entitled to the balance of the purchase money.

the ownership determined the persons entitled to the surplus, then I find it impossible to fix upon any rule by which the City can apportion the balance of the purchase money between the owner of the leasehold and

the balance of the purchase money between the owner of the leasehold and of the reversion. In the present case, it is quite clear that the owner of the reversion is equitably entitled to the entire balance of the purchase money. The amount which he would receive would be only a small portion of the value of his reversionary interest which was divest-

ed by reason of the default of the owner of the leasehold.

But there might be circumstances under which the owner of the reversion would be amply compensated with a small portion of the balance of the purchase money. The ground rent might be very small and the leasehold of considerable value, in which event the City would have to require a release from both the owners of the reversion and the leasehold, or undertake an apportionment, for which absolutely no authority exists and no invariable rule could be adopted.

It appears to me, therefore, that, if the leasehold must be regarded as having continued in existence so long that the owner thereof has an interest in the balance of the purchase money, the City must has an interest in the balance of the purchase money, the City must insist upon a release from the person or persons holding that interest.

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