

though the latter may have none;¹⁴ otherwise, where he merely attorned by mistake to one who has no title, *Cornish v. Searell supra*, and cases there cited; 2 *Smith Lead. Cas.* 458; 1 *Wms. Saund.* 326; 2 *Wms. Saund.* 418 a; *Isaac's lessee v. Clarke*, 2 *Gill*, 1. But see *Tschudy v. the State*, 3 *H. & McH.* 1. In *Funk's lessee v. Kincaid supra*, a question arose, how far a tenant was estopped from disputing the validity of a title which his lessor had attempted to convey to a stranger. And the Court determined, that a lessee, coming into possession under his lessor, cannot set up any other title as existing at the date of the lease, though he may show that such title has determined. But if a deed, intended to convey the reversion be defectively executed, or if the lessor, subsequently to the lease, convey all his estate to A., and then execute a second conveyance of the same to another, the tenant may dispute the title claimed under the second conveyance or that claimed under the defectively executed deed.

With respect to the form of such attornments; in *Cornish v. Searell supra*, the tenant by a writing, attorned and became tenant to the plaintiffs "to hold the same on such terms, and on such conditions, as should be subsequently agreed on," and this was held not a mere attornment but an agreement for a new tenancy, see *Thursby v. Plant*, 1 *Wms. Saund.* 234, a. n. f.

Under the proviso of the Statute of Anne¹⁵ any notice to the tenant of his original landlord having parted with his interest is enough, and so

¹⁴ **Estoppel of tenant to deny landlord's title.**—*Goodsell v. Lawson*, 42 *Md.* 371; *Cook v. Cresswell*, 44 *Md.* 581. The rule, however, is restricted to the denial of the landlord's title at the time the lease was made, and the tenant can set up that this title has expired, or been transferred, or defeated. *Presstman v. Silljacks*, 52 *Md.* 647. So he may show that the landlord's estate in the premises has been sold at tax sale. *Keys v. Forrest*, 90 *Md.* 132. Though he cannot by purchasing the property at tax sale acquire a valid title as against his landlord, when he was himself bound to pay the taxes, either by statute or by covenant in the lease. *Oppenheimer v. Levi*, 96 *Md.* 296; *Lansburgh v. Donaldson*, 108 *Md.* 689. And it makes no difference that the tenant may have assigned his term before the sale. *Christhilf v. Bollman*, 114 *Md.* 477. The rule that a tenant is estopped to deny his landlord's title does not apply to a third person who does not claim possession of the premises under the tenant. Hence a person who lets land to which he has no title cannot distrain for rent the goods of a third person brought on the premises by the tenant's license. *Tadman v. Henman*, (1893) 2 *Q. B.* 168.

This rule of the common law may be changed or modified by statute, as was in fact done by the Act of 1884, ch. 502, which provided that whenever there had been no demand or payment for more than twenty years of any specific rent reserved out of a particular lot, such rent should be conclusively presumed to have been extinguished. *Code 1911*, Art. 53, sec. 26; *Safe Dep. Co. v. Marburg*, 110 *Md.* 410; *Lewis v. Kinnaid*, 104 *Md.* 653.

¹⁵ Prepayment of rent is not a good payment under section 10 of the Statute of Anne. *De Nicholls v. Saunders*, *L. R.* 5 *C. P.* 589. But where