

party mortgages land and there is an affirmative covenant that he shall continue possessed of the land, with power to take the profits and issues until default, and a period is fixed beyond which his time of possession shall not go, such affirmative covenant amounts to a re-demise, upon which the mortgagor may maintain an ejectment against a stranger defending on possession and an outstanding title in the mortgagee, *S. P. Parkhurst v. N. C. R. W. Co.* 19 Md. 472.

Dedication of streets.—There is also a class of cases in which it has been held that where a person sells property within the limits of a city, and in the conveyance bounds such property by streets designated as such in the conveyance, or on a map made by the City or by the owner of the property, such sale implies necessarily a covenant as against the grantor, that the purchaser shall have the use of such streets. See *White v. Flannigan*, 1 Md. 525; *Moale v. the City of Baltimore*, 5 Md. 314.⁹

⁹ A discussion of the Maryland law of dedication by implied covenant, or estoppel, is altogether beyond the proper limits of a note on this Statute, but the following cases may be referred to: *Hawley v. Baltimore*, 33 Md. 270; *McCormick v. Baltimore*, 45 Md. 512; *Hiss v. Railway Co.*, 52 Md. 242; *McMurray v. Baltimore*, 54 Md. 103; *Hall v. Baltimore*, 56 Md. 193; *Tinges v. Baltimore*, 51 Md. 600; *Baltimore v. White*, 62 Md. 362; *Kennedy v. Cumberland*, 65 Md. 514; *B. & O. R. R. Co. v. Gould*, 67 Md. 63; *Glenn v. Baltimore*, 67 Md. 390; *Lippincott v. Harvey*, 72 Md. 572; *Pitts v. Baltimore*, 73 Md. 326; *Van Witsen v. Gutman*, 79 Md. 405; *Baltimore v. Frick*, 82 Md. 77; *Baltimore v. Fear*, 82 Md. 246; *Fler-sheim v. Baltimore*, 85 Md. 489; *South Balto. Co. v. Smith*, 85 Md. 537; *Clendenin v. Md. Co.*, 86 Md. 80; *Baltimore v. Broumel*, 86 Md. 153; *Neal v. Hopkins*, 87 Md. 19; *Broumel v. White*, 87 Md. 521; *Story v. Ulman*, 88 Md. 244; *Baltimore v. R. R. Co.*, 88 Md. 427; *Ogle v. Cumberland*, 90 Md. 59; *Richardson v. Davis*, 91 Md. 390; *Lonaconing Ry. Co. v. Consol. Coal Co.*, 95 Md. 630; *Gardiner v. Baltimore*, 96 Md. 361; *Frostburg v. Hitchins*, 99 Md. 617; *Canton Co. v. Baltimore*, 106 Md. 69; 104 Md. 582.

The Act of 1892, ch. 684 (Code 1911, Art. 21, sec. 96) provides that all grants, conveyances, &c., of land binding on any street or highway, or when any street or highway shall be one or more of the lines thereof, shall be construed to pass all the title of the grantor, &c., to the centre of the street or highway unless expressly reserved to the grantor. See *Peabody Heights Co. v. Sadtler*, 63 Md. 533; *B. & O. R. R. Co. v. Gould*, 67 Md. 63; *Albert v. Thomas*, 73 Md. 181; *Hunt v. Brown*, 75 Md. 481; *Gump v. Sibley*, 79 Md. 165; *Rieman v. R. R. Co.*, 81 Md. 79; *Shipley v. R. R. Co.*, 99 Md. 115; *Md. Tel. Co. v. Ruth*, 106 Md. 644.