

possession is permissive, *Doe v. Clark*, 8 B. & C. 719,⁹ or the party is
452 *in possession as tenant by sufferance, *Gwynn v. Jones*, lessee *supra*;
 for where possession begins rightfully, nothing is to be presumed to make
 it adverse, and a mere holding after the term is no evidence of adverse
 possession; it is regarded, said the Court there, as that of a tenant at will,
 who must shew that he held forcibly, or acquired a title paramount to that
 under which possession was originally taken, and something more than a
 mere intimation of hostility to the rights of the other is required. So
 possession by the assignee of *cestui que trust* is not adverse from merely
 not recognizing the rights of the trustee, and a claim under an escheat war-
 rant and grant is not sufficient, *Matthews v. Ward*, 10 G. & J. 473. So
 there is a class of cases where the tenant for life of a trust estate assigns
 over, and it is held that the possession of the assignee is not adverse to the

⁹ **Permissive possession.**—No one claiming or entering under a deed, lease,
 contract, or license, can repudiate it, or set up rights inconsistent with it,
 unless there is an open notorious disclaimer of all holding thereunder and an
 adverse claim set up which amounts to an ouster, or disseisin. *Campbell*
v. Shipley, 41 Md. 81; *Ehrman v. Mayer*, 57 Md. 623; *Myers v. Silljacks*,
 58 Md. 319; *Hanson v. Johnson*, 62 Md. 25; *Waltemeyer v. Baughman*, 63
 Md. 200; *Walsh v. McIntyre*, 68 Md. 418; *Kelso v. Stigar*, 75 Md. 402;
Sharp St. Sta. v. Rother, 83 Md. 293; *Tome Inst. v. Crothers*, 87 Md. 590;
Safe Dep. Co. v. Marburg, 110 Md. 413; *Jacobs v. Disharoon*, 113 Md. 98.
 Though the reversioner can acquire title by adverse possession against the
 owner of the term. *Kopp v. Herrman*, 82 Md. 350; *Cook v. Councilman*, 109
 Md. 637; *Herbold v. Montebello Asso.*, 113 Md. 156.

Non-payment of ground rent for twenty years under the Act of 1884, ch.
502.—The principle that no one claiming under a lease can repudiate it and
 set up rights inconsistent therewith and that the mere non-demand and
 non-payment of rent are insufficient to bar the landlord's title, has been
 modified by this act, which is supplemental to the 1st and 2nd sections of
 the Statute of James. It provides as follows: "Whenever there has
 been no demand or payment for more than twenty consecutive years of
 any specific rent reserved out of a particular lot or any part of a particular
 lot under any form of lease, such rent shall be conclusively presumed to
 have been extinguished and the landlord shall not thereafter set up any
 claim thereto or to the reversion in the lot out of which it issued, or have
 the right to institute any suit, action or proceeding whatsoever to recover
 said rent or said lot; but in case such landlord shall be under any legal
 disability when such period of twenty years of non-demand or non-payment
 shall expire, he shall have two years after the removal of such disability
 within which to assert his rights; provided, however, that coverture shall
 not be considered a disability within the provisions of this and the next
 preceding section and that no retroactive effect shall be given to said sec-
 tions, and the period of limitations herein prescribed shall begin to run only
 from April 8, 1884." Code 1911, Art. 53, sec. 26. In *Safe Dep. Co. v.*
Marburg, 110 Md. 410, it was held that the act was constitutional and that
 its effect was to vest an absolute fee simple title in the tenant in any case
 covered by its terms. See also *Lewis v. Kinnaird*, 104 Md. 653.