v. Grimes, 27 Md. 440: but leases for three years to be upheld under it must be computed from the time of the agreement, not from any subsequent day, Rawlins v. Turner, 1 Ld. Raym. 736; parol leases, however, for less than three years may be granted to commence at a future day, Ryley v. Hicks, 1 Str. 651, as a lease for a year and a half, to commence after the expiration of a lease having a year to run. It must be borne in mind, nevertheless, that all such verbal agreements, though valid as leases, and capable of supporting as leases any remedy that may be had upon them in that character, fall within the fourth section of the Statute, and an action to recover damages for not taking possession of or occupying the demised premises cannot be maintained upon them, Edge v. Strafford, 1 Cr. & J. 391; Inman v. Stamp, 1 Stark. 12.[24]

III. It is well settled in Maryland, that an interest in land for more than seven years cannot, under our registry laws, be transferred or assigned in any other way than that prescribed by those laws, and that no acts *in pais*, nor any thing short of a deed duly executed and recorded, are competent for that purpose, Peter v. Schley, 3 H. & J. 211; Mayhew v. Hardesty, 8 Md. 479; Howard v. Carpenter, 11 Md. 259.[25] So exchanges by parol are void, Maydwell v. Carroll, 3 H. & J. 361, and an assignment of even a parol lease, such as mentioned in the foregoing section, must be in writing, Botting v. Martin, 1 Camp. 319; and so of an assignment of mortgage, Lester v. Hardesty, 29 Md. 50; but not of a release in all cases, for if the debt be forgiven the land is relieved, Evans v. Merriken, 8 G. & J. 29; Aldridge v. Weems, *2 G. & J. 36; see also Pratt v. **522** Vanwyck, 5 G. & J. 493, as to the effect of an assignment of the mort-

---

[24] The effect of secs. 1, 2 and 4 taken together, so far as they apply to parol leases not exceeding three years, is that such leases are valid and that whatever remedy can be had upon them, *in their character of leases*, may be resorted to, but they do not confer the right to sue the lessee for damages for not taking possession. Until entry by the lessee the whole estate and right of possession remain in the lessor, the former having but an *interesse termini*. Such leases are excepted by the second section of the Statute from the operation of the fourth; and this exception is not confined to leases which commence from the time of the making, but extends to others, provided the term does not exceed three years from the making. Thus a lease by parol for a year and a half, to commence after the expiration of a lease which has a year to run, is a good lease within the Statute, as it does not exceed three years from the making. And though an action will not lie on such an agreement while it is merely executory, yet when the tenancy has been actually created by entry and payment of rent or by entry alone, an action will lie and the terms of the tenancy may be proved by parol. The phrase in the second section, "two third Parts at least of the full improved value of the Thing demised" means two-thirds of the rental value of the term. Union Co. v. Gittings, 45 Md. 196.

[25] Polk v. Reynolds, 31 Md. 106; Nickel v. Brown, 75 Md. 186; Hoffman v. Gosnell, 75 Md. 589; Falck v. Barlow, 110 Md. 162.