

ferring jurisdiction on the magistrate, is by a writ of *certiorari* founded on that specific ground. *Roth v. State*, 89 Md. 527.

On the landlord's appeal, the appellate court has no jurisdiction unless the tenant is summoned. *Mears v. Remare*, 33 Md. 246.

The tenant may assert by way of defense, any equitable right or claim he may have. *Gelston v. Sigmund*, 27 Md. 344.

The fixing of the amount of the appeal bond and the approval of the sureties, are judicial acts. *Knell v. Briscoe*, 49 Md. 420.

1904, art. 53, sec. 5. 1888, art. 53, sec. 5. 1860, art. 53, sec. 5. 1882, ch. 355.

5. If the tenant or person in possession shall allege that the title to the premises so leased or demised is disputed and claimed by some person whom he shall name, by virtue of a right or title accruing or happening since the commencement of the said lease or letting, by descent or deed from or by devise under the last will or testament of the lessor, and if thereupon the person so claiming shall forthwith appear, or upon a summons to be immediately issued by said justice and made returnable within six days next following, shall appear before said justice and shall, on oath to be administered by him, declare that he verily believes that he is entitled in manner aforesaid to the said premises so leased or demised and shall, with two sufficient securities, enter into bond to the plaintiff, his heirs or assigns in such sum as the said justice shall think is a proper and reasonable security to said plaintiff or parties in interest, to prosecute with effect his claim at the next term of the circuit court for the county, or the next term of the Baltimore city court, as the case may be, then the said justice shall forbear to give judgment for restitution and costs; provided, that if the said claim shall not be prosecuted as aforesaid, the said justice shall proceed to give judgment for restitution and costs and issue his warrant within ten days after the end of said term of court.

The claimant must assert his title before the magistrate, and in the manner above prescribed. *Clark v. Vannort*, 78 Md. 221.

Unless the title accrued since the lease, this section has no application. Where parties are infants, they cannot give a bond, and hence cannot avail themselves of this section. *Mousley v. Wilson*, 1 Md. Ch. 390.

The fact that prior to the expiration of A's term, the landlord has leased the premises to B, such lease to begin upon the expiration of A's term, can not be availed of as a defense under this section. *Gelston v. Sigmund*, 27 Md. 352.

Cited but not construed in *Roth v. State*, 89 Md. 527.

See art. 52, sections 7 and 8.

Ibid. sec. 6. 1888, art. 53, sec. 6. 1860, art. 53, sec. 6. 1874, ch. 414.
1882, ch. 355. 1886, ch. 470.

6. The provisions of the preceding sections shall apply to all cases of tenancies from year to year, tenancies by the month and by the week; provided, that in cases of tenancies from year to year in the counties, a notice in writing shall be given six months before the expiration of the current year of the tenancy; and in monthly or weekly tenancies, a notice in writing of one month or one week, as the case may be, shall be so given; and the same proceedings shall apply, so far as may be, to cases of forcible entry and detainer; and the benefit of all such proceedings shall enure to the heirs, executors, administrators or