

said rent shall be redeemable for the sum fixed in said lease or sub-lease. All rents reserved by leases or sub-leases of land made in this State between April 5, 1888, and April 5, 1900, for a longer period than fifteen years shall be redeemable at any time, after the expiration of ten years from the date of such lease or sub-lease, at the option of the tenant, after a notice of six months to the landlord, for a sum of money equal to the capitalization of the rent reserved at a rate not to exceed six per centum. All rents reserved by leases or sub-leases of land made in this State after April 5, 1900, for a longer period than fifteen years shall be redeemable at any time after expiration of five years from date of such leases or sub-leases, at the option of the tenant, after a notice of one month to the landlord, for a sum of money equal to the capitalization of the rent reserved at a rate not exceeding six per centum.

Application of this section.

A lease for fourteen years with a covenant to renew for a like period, the second lease to contain the same covenants, comes within the purview of this section. No covenant can estop the tenant from his right of redemption. *Stewart v. Gorter*, 70 Md. 244.

The act of 1888, ch. 395, did not render the act of 1884, ch. 485, inoperative, but was a substantial re-enactment of the latter; hence the lessee under a lease made in 1886 is entitled to redeem in 1902. The fact that the property was improved at the time of the lease is immaterial. Purpose of the two acts above mentioned. *Swan v. Kemp*, 97 Md. 686. And see *Stewart v. Gorter*, 70 Md. 245.

A lease executed subsequent to the act of 1888, ch. 395, purporting to be in pursuance of a covenant in a lease executed prior thereto, but which is inconsistent with such prior lease, is redeemable under this section. *Maulsby v. Page*, 105 Md. 25. *Cf. Flook v. Hunting*, 76 Md. 178.

This section has no application to a lease executed after the passage of the act of 1888, ch. 395, confirming a defective lease executed prior thereto. *Jones v. Linden Bldg. Assn.*, 79 Md. 74.

Generally.

A bill in equity stating that the leaseholder is in doubt as to to whom the notice of intention to redeem should be given, by reason of uncertainty as to the construction of a will, and asking the court to advise the plaintiff, etc., will be dismissed. Where the required notice has been given, however, a bill in the nature of one for specific performance will lie. Effect of the act of 1888, ch. 395. *Plaenker v. Smith*, 95 Md. 389.

Where the lessee is entitled to redeem and tenders the reversioner the money, the former will not be relieved of rent accruing thereafter and before a decree directing a conveyance to him, unless he keeps the tender good. *Maulsby v. Page*, 105 Md. 24.

The character of the leasehold interest was not changed by the act of 1900, ch. 207, that act operating only as an option extended to the lessee to buy the free simple estate. *Holzman v. Wager*, 114 Md. 322.

Lessees (even after they assign their interests), can only be relieved of their covenant to pay by redeeming the rent under this section. *Baltimore v. Latrobe*, 101 Md. 633.

As to the procedure where the reversioner is a non-resident and the tenant wishes to redeem, see *Hollander v. Central Metal, etc., Co.*, 109 Md. 131.

Cited but not construed in *Erb v. Grimes*, 94 Md. 106.

As to how the tenant may redeem where the title to the ground-rent is in a trustee without power of sale, or a life tenant or the holder of a defeasible estate, see article 16, section 250. See also *Kingan Packing Assn. v. Lloyd*, 110 Md. 619.