

1904, art. 53, sec. 27. 1904, ch. 286, sec. 26 A.

27. In all leases made after the first day of June, 1904, whenever the improvements on property rented for a term of not more than seven years shall become untenable by reason of fire or other unavoidable accident, the tenancy shall be thereby terminated, and all liability for rent thereunder shall cease upon payment proportionately to the day of fire or unavoidable accident.

Ibid. sec. 28. 1898, ch. 92, sec. 27.

28. The right of a tenant to remove fixtures erected by him under one demise or term shall not be lost or in any manner impaired by reason of his acceptance of a new lease of the same premises without any intermediate surrender of possession.

This section apparently grew out of the decision in *Carlin v. Ritter*, 68 Md. 478. See also, *Bauernschmidt Co. v. McColgan*, 89 Md. 135.

Ibid. sec. 29. 1896, ch. 19, sec. 28.

29. A covenant or promise by the lessee to leave, restore, surrender or yield up the premises in good repair shall not have the effect to bind him to erect similar buildings or pay for such buildings as may be destroyed by fire or otherwise without negligence or fault on his part, unless otherwise expressly provided by written agreement or covenant that he shall be so bound.