judgment, in case the same shall be erroneous; and the said lessor or landlord shall from thenceforth hold the said demised premises discharged from such lease; and if, on such ejectment, a verdict shall pass for the defendant, or the plaintiff shall be non-suited therein, then, and in every such case, the defendant shall have and recover his costs; provided that nothing herein contained shall extend to bar the right of any mortgagee of such lease, or any part thereof, who shall not be in possession, so as such mortgagee shall and do, within six calendar months after such judgment obtained and execution executed, pay all costs and damages sustained by such lessor or person entitled to the remainder or reversion as aforesaid, and perform all the covenants and agreements which, on the part and behalf of the first lessee, are and ought to be performed.

The practice under section 71, differentiated from that under this section. MacKenzie *v.* Renshaw, 55 Md. 296.

The act of 1872, ch. 346, referred to in deciding that where a lease provided that if the rent were more than ninety days in arrear the landlord should be entitled to immediate possession, ejectment might be brought without a previous demand. Shanfelter *v.* Horner, 81 Md. 628.

This section is a substantial re-enactment of the second section of the statute of 4 George II, ch. 28. The latter statute applies to a perpetual lease and dispenses with a previous demand of rent and re-entry, and substitutes service of a copy of the declaration in ejectment, in all cases where the landlord has a right by law to re-enter. Campbell *v.* Shipley, 41 Md. 93 (see also, dissenting opinion, page 101).

To make a judgment by default a bar to a lease under the statute of 4 George II, ch. 28 (of which this section is a substantial re-enactment), the record must disclose such facts and circumstances as show that the court designed to exercise the authority conferred by the statute. Proceedings having no connection with the statute. When the required affidavit should be filed. Walter *v.* Alexander, 2 Gill, 204.

As to the effect of ejectment proceedings by the landlord upon the rights of a mortgagee of the leasehold interest, see Abrahams *v.* Tappe, 60 Md. 317.

See notes to sec. 71.

1904, art. 75, sec. 74. 1888, art. 75, sec. 71. 1860, art. 75, secs. 46, 47. 1872, ch. 346.

74. When the lands sued for lie contiguous to each other and in adjoining counties, suit may be brought for the whole in any of said counties in which any of the defendants reside; and if none of the defendants reside in any of said counties, then the suit may be brought in the county where the largest part of the land lies, and the sheriff and surveyor of the county in which the suit is brought shall have power to execute and return the warrant of resurvey of all the lands so sued for, and said sheriff shall also have power to execute a writ of *habere facias possessionem* for all of said lands.

The jurisdiction conferred by this section is general extending to all the common law courts, its object being the prevention of a multiplicity of suits. The objection that the *narr.* does not show that the greater part of the land was located in the county or city where the suit was brought, can not be made after verdict. Northern Central Ry. Co. *v.* Canton Co., 24 Md. 499.

Except in cases provided for by this section, ejectment must be brought in the court having jurisdiction where the property is located. Baltimore *v.* Meredith's Ford Turnpike Co., 104 Md. 359.

See notes to sec. 71.