

**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 construction of a will, and asking court to advise plaintiff, etc., will be dismissed. Where required notice has been given, however, a bill in the nature of one for specific performance will lie. Effect of act of 1888, ch. 395. *Plaenker v. Smith*, 95 Md. 389.

Where lessee is entitled to redeem and tenders 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 tender good. *Maulsby v. Page*, 105 Md. 24.

The character of leasehold interest was not changed by act of 1900, ch. 207, that act operating only as an option extended to lessee to buy fee 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 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 title to the ground-rent is in a trustee without power of sale, or a life tenant or the holder of defeasible estate, see art. 16, sec. 266. See also *Kingan Packing Assn. v. Lloyd*, 110 Md. 619.

As to the redemption of ground-rents owned by infants, see art. 93, sec. 177.

This section is substantially the same as secs. 94 and 95 of art. 21—see notes to secs. 94 and 95.

See art. 21, secs. 96, 97 and 99.

An. Code, sec. 25. 1904, sec. 25. 1888, sec. 25. 1884, ch. 502.

**26.** Whenever the lessee named in a lease or the assignee of a lease shall or may apply to his landlord for a renewal of the lease under covenant contained in it giving him the right to demand and have such renewal, the landlord shall, in case the tenant can not produce vouchers or satisfactory evidence showing the payment of the rent accrued for three years next preceding his demand and application, be entitled to demand and recover three years' back rent and no more (in addition to any renewal fine that may be provided for in the lease), before executing or causing to be executed such renewed lease, and the tenant may plead this section in bar of the recovery of any larger or greater amount of rent.

Where tenant replevies goods distrained upon, a plea by landlord that cause of action did not accrue within three years before suit brought, is defective. The question is whether rent became due within three years before the distress. *Smith v. Heldman*, 93 Md. 354.

See art. 21, sec. 96.

An. Code, sec. 26. 1904, sec. 26. 1888, sec. 26. 1884, ch. 502.

**27.** Whenever there has been no demand or payment for more than twenty consecutive years of any specific rent reserved out of a particular lot or any part of a particular lot under any form of lease, such rent shall be conclusively presumed to have been extinguished and the landlord shall not thereafter set up any claim thereto or to the reversion in the lot out of which it issued, or have the right to institute any suit, action or proceeding whatsoever to recover said rent or said lot; but in case such landlord shall be under any legal disability when such period of twenty years of non-demand or non-payment shall expire, he shall have two years after the removal of such disability within which to assert his rights; provided, however, that coverture shall not be considered a disability within the provisions of this and the next preceding section and that no retroactive