

An. Code, sec. 87. 1904, sec. 86. 1888, sec. 87. 1798, ch. 101, sub-ch. 9, sec. 5.

**89.** If the creditor on such instrument be an assignee, there shall be the same oath of the original creditor, with respect to the time of the assignment, and in case of successive assignees, there shall be the same oath taken by each with respect to the time of each respective assignment.

An. Code, sec. 88. 1904, sec. 87. 1888, sec. 88. 1798, ch. 101, sub-ch. 9, sec. 6.

**90.** In case of a bill of exchange, the protest and other things which would be required (if the deceased were alive) shall be necessary to justify an executor or administrator in making payment or distribution.

As to the protest of bills of exchange, see art. 13, sec. 171, *et seq.*

An. Code, sec. 89. 1904, sec. 88. 1888, sec. 89. 1798, ch. 101, sub-ch. 9, sec. 7.

**91.** If the claim be for rent there shall be produced the lease itself, or the deposition of some credible witness or witnesses, or an acknowledgment in writing of the deceased, establishing the contract and the time which hath elapsed during which rent was chargeable, and a statement of the sum due for such rent, with an oath of the creditor endorsed thereon, "that no part of the sum due for said rent, or any security or satisfaction for the same hath been received, except what (if any) is credited," and if the creditor be an assignee, there shall be such oath of the original creditor with respect to the time of the assignment.

A claim coming under this section held to have been improperly passed. *Maynaider v. Armstrong*, 98 Md. 177.  
See sec. 120.

An. Code, sec. 90. 1904, sec. 89. 1888, sec. 90. 1836, ch. 192.

**92.** The proof of a claim for rent in arrear, so as to render the same a preferred claim, shall be the proofs and vouchers for rent aforesaid; and proof that the claim is such that a distress therefor might be levied on said deceased's goods and chattels in the hands of the administrator; but the preference given for rent is not to impair the landlord's right of distress if he should think proper to exercise it.

This section referred to as showing that rent is not of itself a lien. *Buckey v. Snouffer*, 10 Md. 156.

See notes to secs. 91 and 120.

An. Code, sec. 91. 1904, sec. 90. 1888, sec. 91. 1798, ch. 101, sub-ch. 9, sec. 8.

**93.** The vouchers or proofs of any claim on open account shall be a certificate of an oath taken by the creditor since the death, endorsed on or annexed to the account, that "the account as stated is just and true, and that he hath not received any part of the money stated to be due, or any security or satisfaction for the same, except what (if any) is credited;" and moreover, the account shall appear to have been proved as open accounts are required to be proved by article 35, title "Evidence."

Sec. 109 is applicable to the claims mentioned in this section. *Coburn v. Harris*, 58 Md. 103.

For a case holding the affidavit to a claim defective both in itself and in the parties who made it, see *Cecil v. Rose*, 17 Md. 104.

Object and scope of this section. *Stevenson v. Schriver*, 9 G. & J. 336. And see *Hammond v. Hammond*, 2 Bl. 366.

Cited but not construed in *Flater v. Weaver*, 108 Md. 672.