

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.

As to landlord and tenant, see art. 53.

87.

See notes to sec. 90.

88.

See notes to sec. 90.

90.

Since act 1852, ch. 177, location may be controverted without counter-location. Trespass *quare clausum fregit*. *Marvel Package Co. v. Ginther*, 154 Md. 219.

#### Equitable Defenses.

91.

Since forgery is a defense at law, plea of forgery on equitable grounds is defective. Defense eliminated by former decision. *George v. Farmers' & Mchts.' Bank*, 155 Md. 700.

The provisions of secs. 91-93 do not affect the distinction between jurisdictions with respect to replications by plaintiffs. *Nelson v. Chesapeake Constr. Co.*, 159 Md. 24.

Cited but not construed in *Crothers v. National Bank*, 158 Md. 592.

92.

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See notes to sec. 91.

93.

Cited but not construed in *Crothers v. National Bank*, 158 Md. 592.  
See notes to sec. 91.

#### Extending Judgments.

94.

Cited but not construed in *Murray v. Hurst*, 163 Md. 486.  
See art. 50, sec. 12A.

#### Foreign Laws.

1935, ch. 51.

95A. Whenever in any action or proceeding at law any question shall arise as to the law of any other state or any territory of the United States, or the District of Columbia, or of any foreign country, such question shall be decided by the Court, and the Court shall grant such instructions to the jury, applying said foreign law to the facts of the particular case, as would be proper if such foreign law were domestic law; and whenever such ques-