

before some one of the officers named in sections three, four, five and six of this article, and any unmarried woman between the age of eighteen years and twenty-one years, shall have power to make a deed of trust of her property, real, personal or mixed; provided, the same shall be approved and sanctioned by a court having equity jurisdiction in the city or county where the grantor resides, upon the petition of said grantor, and such proof as the said court in its discretion may require.

#### **Acknowledgment.**

Where the deed is acknowledged before a justice of the peace out of the county in which the land lies, and the justice fails to attach the certificate as required by sec. 4, the deed is not acknowledged as required by this section. This section applied to such a deed. *Sitler v. McComas*, 66 Md. 139. See also *Gittings v. Hall*, 1 H. & J. 14; *Johns v. Reardon*, 3 Md. Ch. 58.

Where the same deed creates an estate in the grantee with a reservation in favor of the grantor, acknowledgment by the latter is all that is required. *George's Creek Co. v. Detmold*, 1 Md. 240.

Certificates of lots in a cemetery issued by a religious corporation, convey no title to land, not being acknowledged as provided in this section. *Catholic Cathedral v. Manning*, 72 Md. 132. (*Cf.* art. 23, sec. 177.)

#### **Record.**

A deed not recorded as provided in sec. 14, does not affect existing creditors or creditors becoming such between the date of the deed and the date of its record. As to such creditors without notice, the deed is valid and effective only as a contract for the conveyance. Creditors held not to be charged with notice, by possession or otherwise. *Hearn v. Purnell*, 110 Md. 466. And see *Hoffmann v. Gosnell*, 75 Md. 590; *Sixth Ward Bldg. Assn. v. Willson*, 41 Md. 514.

The recording of a deed or lease is the final and complete act which passes title; until this is accomplished, everything else is unavailing. Until the deed is recorded, the legal title remains in the grantor. This section applied to a deed of the leasehold interest in property relative to the liability of a grantor for ground rent and taxes accruing after the date of the deed, but before its record. *Nickel v. Brown*, 75 Md. 186. *Cf.* *Baltimore v. Peat*, 93 Md. 696.

Under the act of 1776, ch. 14, the enrollment of deeds is a substitute for, and equivalent to, the act of livery. *Rogers v. Sisters of Charity*, 97 Md. 553; *Handy v. McKim*, 64 Md. 569; *Key v. Davis*, 1 Md. 39; *Matthews v. Ward*, 10 G. & J. 448.

#### **Leases.**

Although equity in a proper case will treat a defective deed or lease as a valid contract, and otherwise protect the parties to it, no legal estate of the character mentioned in this section will be conveyed by deed or lease neither acknowledged nor recorded. This section applied to a lease. Relation of landlord and tenant implied. *Falck v. Barlow*, 110 Md. 161. See also *Dyson v. Simmons*, 48 Md. 214; *Howard v. Carpenter*, 11 Md. 275; *Johns v. Reardon*, 3 Md. Ch. 60.

Where a lease for ten years is not acknowledged and recorded, the covenant to pay rent is void, and the lessor's remedy is in *assumpsit*. *Anderson v. Critcher*, 11 G. & J. 455.

Although a lease does not comply with this section, if it is adequate in other respects it may constitute an agreement to enter into a lease, which may be specifically enforced. Ratification of agreement by acceptance of rent. *Thompson v. Thomas & Thompson Co.*, 132 Md. 485.

A lease for five years with an agreement of renewal for twenty years is not within this section, the term under the "renewal" being different from that provided in the original lease and attended by different legal consequences and at a different rent. Meaning of "renewal." Specific performance; decree modified. *King v. Kaiser*, 126 Md. 220.

Lease inoperative under this section; entry thereunder creates tenancy from year to year; lease admissible in evidence. Distraint without notice—no lien as against trustee in bankruptcy. *In re Caplan*, 24F (2nd), (D. Ct. Md.), 445.

A lease for five years with privilege of renewal is not within requirements of this section as to acknowledgment and recording. *Sweeney v. Hagerstown Trust Co.*, 144 Md. 620; *Silberstein v. Epstein*, 146 Md. 257.

As alleged contract to create leasehold interest for ten years was not executed, acknowledged and recorded as required by this section, no estate passed. Enforcement of oral contract. *Hall v. Sharp Street Station*, 155 Md. 658.

Effectiveness of recording deeds, mortgages, etc., not affected by failure of clerk to index same. *Standard Finance Co. v. Little*, 159 Md. 623.

This section referred to in construing art. 45, sec. 1. *U. S. F. & G. Co. v. Shoul*, 161 Md. 428.

Requirement for recording where lease is for more than seven years does not apply where a city, when authorized by its charter, granted a steamboat company the right to