

ARTICLE LXIV.

MERGER.

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| 1. Remedy upon covenants in case
of merger. | | 2. No merger by mortgage to lessor. |
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P. G. L., (1860,) art. 62, sec. 1. 1849, ch. 260.

1. Where the reversion of any land expectant on a lease shall be merged in any other estate, the person entitled to the estate into which such reversion shall have merged, shall have the same remedy against the lessee, his representative or assigns, for non-payment of rent or other forfeiture, or for not performing conditions, covenants or agreements, as the person entitled to the reversion would have had if such reversion had not merged.

Wahl v Barroll, 8 Gill, 288. Keefer v Zimmerman, 22 Md. 275. Clark v. Tennyson, 33 Md. 85. Crisfield v. Storr, 36 Md. 129.

Ibid. sec. 2. 1852, ch. 555.

2. There shall be no merger by reason of any conveyance by way of mortgage, or assignment of mortgage, from the lessee of any ground demised for a term of years, his executors, administrators or assigns, to the lessor of such ground or premises, (whether by original or sub-lease,) his heirs, executors, administrators or assigns, and the same rights and remedies shall exist as if the grantee in such conveyance had no other interest or estate in the property than the one thereby conveyed.

Polk v. Reynolds, 31 Md. 106.