

said case to said court, an affidavit made by the person so appealing before said justice, or before some officer empowered by law to take acknowledgments of deeds, that said appeal is not taken for delay, and also a good and sufficient bond with one or more securities, conditioned that he will prosecute said appeal with effect and well and truly pay all rent in arrear and all costs in said case before the justice of the peace and in the appellate court, and all loss or damage which the landlord or lessor, his heirs, personal representatives or assigns may suffer by reason of said tenants holding over, including the value of said premises during the time he shall so hold over, then the tenant or person in possession of said premises may retain possession thereof until the determination of said appeal; and in case the judgment of said justice shall be affirmed, a warrant as aforesaid shall be issued to the sheriff by the court so determining the same, who shall proceed forthwith to execute the same; if the judgment of the justice shall be against the lessor he shall have the right of appeal at any time within ten days after said judgment shall have been rendered, and the court to which such appeal is taken shall review said cause and render such judgment as the justice ought to have rendered; and if the judgment of said court shall be in favor of the lessor, it shall issue a warrant to the sheriff for the restitution of the possession of said premises as hereinbefore provided; in case of appeal under this section the papers in the case shall be immediately transmitted by the justice to the appellate court.

Clark v. Vannort, 78 Md. 220. Hopkins v. Holland, 84 Md. 93.

1896, ch. 92.

**27.** The right of a tenant to remove fixtures erected by him under one demise or term shall not be lost or in any manner impaired by reason of his acceptance of a new lease of the same premises without any intermediate surrender of possession.

1896, ch. 19.

**28.** A covenant or promise by the lessee to leave, restore, surrender or yield up the premises in good repair, shall not have the effect to bind him to erect similar buildings or pay for such buildings as may be destroyed by fire or otherwise without negligence or fault on his part, unless otherwise expressly provided by written agreement or covenant that he shall be so bound.