

1904, ch. 286, sec. 25. 1884, ch. 502.

25. Whenever the lessee named in a lease or the assignee of a lease shall or may apply to his landlord for a renewal of the lease under covenant contained in it giving him the right to demand and have such renewal, the landlord shall, in case the tenant cannot produce vouchers or satisfactory evidence showing the payment of the rent accrued for three years next preceding his demand and application, be entitled to demand and recover three years' back rent and no more (in addition to any renewal fine that may be provided for in the lease), before executing or causing to be executed such renewed lease, and the tenant may plead this section in bar of the recovery of any larger or greater amount of rent.

Ibid. sec. 26. 1884, ch. 502.

26. Whenever there has been no demand or payment for more than twenty consecutive years of any specific rent reserved out of a particular lot or any part of a particular lot under any form of lease, such rent shall be conclusively presumed to have been extinguished and the landlord shall not thereafter set up any claim thereto or to the reversion in the lot out of which it issued, or have the right to institute any suit, action or proceeding whatsoever to recover said rent or said lot; but in case such landlord shall be under any legal disability when such period of twenty years of non-demand or non-payment shall expire, he shall have two years after the removal of such disability within which to assert his rights; provided, however, that coverture shall not be considered a disability within the provisions of this and the next preceding section and that no retroactive effect shall be given to said sections, and the period of limitations herein prescribed shall begin to run only from April 8, 1884.

Ibid. sec 26 A

27. In all leases made after the first day of June, 1904, whenever the improvements on property rented for a term of not more than seven years shall become untenable by reason of fire or other unavoidable accident, the tenancy shall be thereby terminated, and all liability for rent thereunder shall cease upon payment proportionately to the day of fire or unavoidable accident.

1898, ch. 92, sec. 27.

28. The right of a tenant to remove fixtures erected by him under one demise or term shall not be lost or in any manner