

CONSECUTIVE YEARS OF ANY SPECIFIC RENT RESERVED OUT OF A PARTICULAR PROPERTY OR ANY PART OF A PARTICULAR PROPERTY UNDER ANY FORM OF LEASE, THE RENT CONCLUSIVELY IS PRESUMED TO BE EXTINGUISHED AND THE LANDLORD MAY NOT SET UP ANY CLAIM FOR THE RENT OR TO THE REVERSION IN THE PROPERTY OUT OF WHICH IT ISSUED. THE LANDLORD ALSO MAY NOT INSTITUTE ANY SUIT, ACTION, OR PROCEEDING TO RECOVER THE RENT OR THE PROPERTY. HOWEVER, IF THE LANDLORD IS UNDER ANY LEGAL DISABILITY WHEN THE PERIOD OF 20 YEARS OF NONDEMAND OR NONPAYMENT EXPIRES, HE HAS TWO YEARS AFTER THE REMOVAL OF THE DISABILITY WITHIN WHICH TO ASSERT HIS RIGHTS.

REVISOR'S NOTE: This section presently appears as Art. 21, §8-207 of the Code. The period of limitations provided in this section are distinct from those in §5-103 of the Courts and Judicial Proceedings Article. The only changes are in style.

8-108. DECREE FOR RENEWAL OF LEASE.

A COURT OF EQUITY MAY PASS A DECREE FOR THE RENEWAL OF A LEASE WHICH CONTAINS A COVENANT FOR RENEWAL, INCLUDING A LEASE FOR 99 YEARS, RENEWABLE FOREVER. THE DECREE SHALL BE BINDING ON THE PARTIES TO THE LEASE AND HAS THE EFFECT PRESCRIBED BY THE MARYLAND RULES.

REVISOR'S NOTE: This section presently appears as Art. 21, §8-217 of the Code. The only changes are in style.

8-109. EFFECT OF COVENANT FOR PERPETUAL RENEWAL IN LEASE.

UNINTERRUPTED POSSESSION FOR 12 MONTHS AFTER THE EXPIRATION OF THE LEASE CONTAINING A COVENANT FOR PERPETUAL RENEWAL OF ALL OR PART OF THE LEASED PREMISES BY THE TENANT OR ANY PERSON CLAIMING UNDER HIM OPERATES AS A RENEWAL WITH RESPECT TO THE ENTIRE PREMISES. IT CONCLUSIVELY IS PRESUMED IN REFERENCE TO THE WHOLE OR ANY PART OF THE LEASED PREMISES, OF WHICH POSSESSION IS RETAINED, AND IN FAVOR OF THE TENANT OR OF THE PERSON CLAIMING UNDER HIM, THAT A NEW LEASE OF THE WHOLE OF THE LEASED PREMISES WAS EXECUTED PRIOR TO THE EXPIRATION OF THE LEASE BY THE LANDLORD NAMED IN IT, OR BY THE PERSON RIGHTFULLY CLAIMING UNDER THE LANDLORD, TO THE TENANT, OR THE PERSON RIGHTFULLY CLAIMING UNDER THE TENANT FOR THE ADDITIONAL TERM UNDER THE RENT AND ON THE COVENANTS, CONDITIONS, AND STIPULATIONS AS WERE PROVIDED IN THE LEASE.

REVISOR'S NOTE: This section presently appears as Art. 21, §8-101 of the Code. The phrase