

As to the redemption of ground-rents owned by infants, see art. 93, sec. 171. This section is substantially the same as sections 92 and 93 of art. 21—see notes to sec. 92.

See art. 21, sections 94 and 95.

1904, art. 53, sec. 25. 1888, art. 53, 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 can not 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.

Where the tenant replevies goods distrained upon, a plea by the landlord that the cause of action did not accrue within three years before suit brought, is defective. The question is whether the rent became due within three years before the distress. *Smith v. Heldman*, 93 Md. 354.

See art. 21, sec. 94.

Ibid. sec. 26. 1888, art. 53, 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.

This section is constitutional. Non-payment of ground-rent for twenty years vests a fee simple title in the tenant. *Safe Deposit Co. v. Marburg*, 110 Md. 410.

If a ground-rent of two pepper corns has not been demanded for more than twenty years, it is extinguished. *Lewis v. Kinnaird*, 104 Md. 653.

As to the action of ejectment between landlord and tenant, see art. 75, sec. 73.

As to when a claim to land under a patent is barred by limitations, see art. 57, sec. 10.

As to disabilities, see art. 57, sec. 2, and notes.