which such property is mortgaged or pledged, shall not be paid at the appointed time, the creditor shall have a right to sell all the interest of the pledgor or mortgagor, for which purpose he may bring an action of debt, and issue an attachment against the said property, under the eleventh section of the second chapter of the second title of "the Ordinance for the redress of injuries in the Colony of Maryland in Liberia." If the debtor pays the money at any time before a sale of property, the creditor or his administrator shall give him a release thereof to be executed, witnessed, acknowledged and recorded in the same manner as a deed of real estate, which shall place the title to the mortgaged or pledged estate in precisely the same position as if the deed of mortgage or pledge had never been executed.

22. The proprietor of real estate may convey it for a less interest than he has in it himself, that is to say for a fixed period of time, or during the life or lives of any person or persons in being named in the deed; but not for any other description of interest. A grantor who has not parted with his whole interest, retains an interest or right to re-possess his estate after the expiration of the interest granted, which is called a reversion, and which he may dispose of either in the same or another deed.

23. A grantor who retains a reversion may reserve to himself a rent for his property during the interest created by the deed, payable at stated periods in money or other valuables, or an interest in the crops. A deed conveying an interest less than that of the grantee is called a lease, the grantor lessor, and the grantee lessee.

24. The payment of rent may be enforced by action of debt or contract, or by distress for rent. A distress is the seizing of the goods of the tenant on the property leased, or which have been on the same, within thirty days, by virtue of a warrant of distress, directed to a sheriff or constable, and issued by a justice of the peace on the application in writing of the landlord or his agent, accompanied by a statement on oath of the amount of rent due. The officer to whom the warrant is directed is to proceed exactly as if it were an execution. But if any question arises as to rent being due, the right of distress, or the property of the goods taken, it may be tried in an action of replevin brought against the landlord or officer by the owner of the goods. The warrant shall not authorize the officer to meddle with the goods of any other person than the tenant, although they may be on the leased property. The lessee or his assignee is the landlord, the lessor or person in possession under the lease the tenant.

25. A lessee is bound to pay his rent, although the lessor may have no title to the property, provided he enjoys the property during the time for which the rent claimed is due, but if either by defect of title in the lessor on any act or omission of the lessor, he loses all benefit of the property, he is not bound to pay any rent after such loss; and if by defect of the lessor's title, he loses a portion only of the benefit of the property he is entitled to a proportional reduction of his rent, and if the lessor by his own act deprives him of the use of any part of the property, he is released from all claims for rent.

26. A lease may contain a clause stipulating, that if a certain amount of rent, not less than one year's rent, is at any time due and unpaid, the lease shall be forfeited, and the lessor entitled to re-enter on the property leased. This is called a clause of re-entry. A clause of re-entry may be enforced and the forfeited property recovered by action of ejectment, in the form pointed out in the seventeenth section of the fourth chapter of the second title of the Ordinance for the redress of grievances in the Colony of Maryland and Liberia.

27. There may be a verbal lease for a time not exceeding one year, and a lease for one year may also be inferred from the fact of one person going into possession of the property of another with his consent, and the consent shall be inferred from the fact of the owner, receiving or demanding rent of the person occupying his property. Whenever a lease for a year or less time, is made in any mode, the lessee shall be entitled to renew it, by simply remaining in possession, unless the lessor or his assignee shall give to such lessee three months notice in writing, to quit the possession of the leased property, at the end of the time for which it was leased. If no such notice is given, and the lessee holds over, he shall be considered lessee for another term like that just expired. If the original lease was for a less time than three months, thirty days notice shall be sufficient, the lessor may also renew the lease, and recover rent unless the lessee gives him such notice, as hereinbefore directed of his intention of quitting possession of the leased property at the expiration of the time for which it was leased.

28. A lessee of real property may make any improvements on the same that he thinks fit, and may remove the same, although they may have become real property, at any time before the termination of his lease, provided he leave the property which was leased to him in the same plight and condition that it would have been in,

Maryland Historical Society

The Maryland State Colonization Society Papers

XIII. Colonization Pamphlets

1. The Declaration of Rights,
The Constitution of the
State of Md. in Liberia
(rough draft, engrossed copy, printed copy)