

Where goods of stranger are sold under distress, he may buy the goods in and sue lessee for what he pays, or allow them to be sold and sue lessee for their value. *Swartz v. Gottlieb, etc., Brewing Company*, 109 Md. 399.

A landlord resorting to distress, is not entitled to claim interest. *Longwell v. Ridinger*, 1 Gill, 57; *Dennison v. Lee*, 6 G. & J. 383.

Where a landlord distrains but leaves property in possession of tenant for an unreasonable time, the lien continues as against tenant, but not as against *bona fide* purchaser without notice. *Lamotte v. Wisner*, 51 Md. 559.

A landlord cannot (without good cause) abandon one distress and levy another for the same rent. *Everett v. Neff*, 28 Md. 176.

Distress is not within act of limitations. *Longwell v. Ridinger*, 1 Gill, 57.

A distress is rather a remedy upon the land than on person of tenant, although tenancy must exist. *Howard v. Ramsay*, 7 H. & J. 123.

See notes to secs. 10 and 17.

See art. 93, sec. 120, and notes, as to the preference of a claim for rent on which a distraint might have been issued in the settlement of a deceased tenant's estate. See also *Longwell v. Ridinger*, 1 Gill, 57.

As to proof of a claim for rent due by decedent, see art. 93, secs. 91 and 92.

As to distress against married women, see art. 45, sec. 17.

As to distress by a purchaser of property for rent in arrears at the time of the purchase, see art. 16, sec. 236.

As to distraint upon stallion or jackass stood without license, see art. 56, sec. 158. See art. 66, sec. 28.

An. Code, sec. 9. 1904, sec. 9. 1888, sec. 9. 1834, ch. 192, sec. 3.

10. To every warrant authorizing any bailiff to levy a distress for rent there shall be prefixed or annexed the account of such landlord, stating in dollars and cents the amount of rent claimed to be due and in arrear when the contract is for a certain money rent; or a statement specifying the quantity or proportion of produce agreed upon between the landlord and tenant as the rent of the premises when the distress is for grain or produce, together with an affidavit thereon in substance as required in the preceding section.

What the account must show. *Cross v. Tome*, 14 Md. 247. *Joynes v. Wartman*, 5 Md. 195.

The warrant is void unless the affidavit is attached. Object of this section. *State v. Timmons*, 90 Md. 11.

Where name of one of owners is left out of account and a third party inserted by mistake, distress is invalid. *Waring v. Slingluff*, 63 Md. 56.

If the other proceedings show that the account's being receipted was a clerical mispersion, the distraint is valid. *Burnett v. Bealmear*, 79 Md. 39.

A more liberal rule of construction applies to distraint proceedings than to attachments. *De Bebian v. Gola*, 64 Md. 271.

See notes to secs. 9 and 17.

An. Code, sec. 10. 1904, sec. 10. 1888, sec. 10. 1831, ch. 171, sec. 2.

11. In all cases where land shall be rented in consideration of a render of a portion of the crops raised upon the same, or for a specific amount of grain or other produce, and the tenant shall fail to render such grain or produce according to the terms of the contract, the landlord may levy a distress for the same.

Where relation of landlord and tenant is established, a portion of the crops being payable as rent, the tenant cannot replevy crops from landlord, and tenant's assignee stands in no better position. *Ferrall v. Kent*, 4 Gill, 209. *Mason v. Sumner*, 22 Md. 312.

The reservation of rent *eo nomine*, constitutes a lease. *Hoskins v. Rhodes*, 1 G. & J. 266.

Distress is not authorized where the terms of the lease are vague and indefinite. *Dailey v. Grimes*, 27 Md. 441.