

An. Code, 1924, sec. 8. 1912, sec. 7. 1904, sec. 7. 1888, sec. 7. 1845, ch. 209, sec. 2.

8. When the tenant shall give notice by parol to the landlord or to his agent or representatives, at least one month before the expiration of the lease or tenancy in all cases except in cases of tenancies from year to year, and at least six months' notice in all cases of tenancy from year to year in the counties, of the intention of such tenant to remove at the end of that year and to surrender possession of the tenement at that time, and the landlord, his agent or representative shall prove said notice from the tenant by legal and competent testimony, it shall not be necessary for the said landlord, his agent or representative to prove a written notice to the tenant, but the proof of such notice from the tenant as aforesaid shall entitle his landlord to recover possession of said tenement under the provisions of this article. This section shall not apply to Baltimore City.

Secs. 1-8 referred to in construing art. 66, secs. 20 and 21. *Smith v. Pritchett*, 168 Md. 351.

Distress for Rent.

An. Code, 1924, sec. 9. 1912, sec. 8. 1904, sec. 8. 1888, sec. 8. 1834, ch. 192, sec. 1. 1842, ch. 208, sec. 1. 1904, ch. 575.

9. Every landlord, or his agent, who may be authorized to distrain for rent due him, shall, previous to making such distress, make oath before any officer of the county or State where the landlord or agent may reside, who is qualified by law to administer oaths or affidavits, or in case said landlord or his agent reside beyond the State of Maryland, such oath may be taken before any officer qualified to administer an oath in the State or district where the said landlord or his agent may reside, that his tenant is justly and *bona fide* indebted to him in the sum of _____ dollars and _____ cents, specifying the amount which the said landlord may claim to be due him in dollars and cents, where the distress is for a certain money rent, or that he is justly and *bona fide* entitled to the quantity and proportion of the produce claimed by the said landlord, when the distress is for grain or produce, for rent in arrear and already due him, the said landlord; and that he, the said landlord, has not received, directly or indirectly, any part or parcel of said rent claimed to be due and in arrear, except, however, the credits, given to the best of his knowledge and belief, and any distraint warrant made and sworn to as aforesaid by any agent of any landlord, directed to any constable, sheriff or bailiff, shall be as valid and effectual to all intents and purposes as if made and executed by the landlord himself or in person.

When landlord may distrain.

Where a note is given for the rent, landlord may distrain if it is not paid at maturity. *Giles v. Ebsworth*, 10 Md. 344.

Since a landlord in absence of covenant to repair is not bound to repair, he may distrain for rent retained by tenant for repairs. *Bonaparte v. Thayer*, 95 Md. 548.

Landlord may distrain for rent in arrears during the term, after death of tenant and before administration granted. *Keller v. Weber*, 27 Md. 661.

Where agreement of rental does not state when tenancy expires, when rent accrues nor whether rent was for past or future occupation, the terms thereof are too vague to authorize distress. Distress as applicable when tenant is to make certain improvements in lieu of rent. Surrender of premises. *Dailey v. Grimes*, 27 Md. 450.

No demand is necessary before distress. *Offutt v. Trail*, 4 H. & J. 20.

Regularity of proceedings.

If person signing the warrant is in fact landlord's agent, warrant is valid though agent does not sign as such. The landlord's subsequent ratification makes distress valid though it was originally unauthorized. *Jean v. Spurrier*, 35 Md. 110.