

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. Slingsuff*, 63 Md. 56.

If the other proceedings show that the account's being receipted was a clerical misprision, 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, 1924, sec. 11. 1912, 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.

Status of landlord who has failed to levy distraint before tenant's bankruptcy is that of a general creditor. *Loan Service v. Grossman*, 165 Md. 481.

See notes to sec. 9.

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.

An. Code, 1924, sec. 12. 1912, sec. 11. 1904, sec. 11. 1888, sec. 11. 1831, ch. 171, sec. 2.

**12.** Where the distress is for grain or produce, the bailiff or person authorized to levy said distress shall summon and cause to be sworn two disinterested persons, whose duty it shall be, under the said oath, to estimate the money value of the specific amount or quantity of grain, or other produce or proportion of the crops agreed upon as rent, and thereupon the bailiff or person aforesaid shall proceed to levy the said distress as in ordinary cases of money rent, taking such estimated value to be such money rent.

An. Code, 1924, sec. 13. 1912, sec. 12. 1904, sec. 12. 1888, sec. 12. 1831, ch. 171, sec. 2.

**13.** The tenant whose goods are distrained under the preceding section shall have his election at any time before the goods, chattels and property distrained shall be sold under such distress to deliver the rent of grain or other produce or proportion of crops to the landlord, or to pay him the estimated value, together in both cases with the expenses of said distress; whereupon all proceedings in the said distress shall cease. But nothing herein contained shall debar said tenant from any action of replevin for the goods and chattels and property distrained as aforesaid wherein it shall be lawful for the tenant to contest the fairness of such valuation; and the said action shall in all respects be proceeded with and the same verdict shall be rendered as in cases of replevin of goods and