

prescribed for each specific act performed as the case proceeds, shall be deemed guilty of a misdemeanor, and on conviction thereof shall be subject to and pay a fine or penalty of not less than one hundred dollars or more than three hundred dollars, for each offense; provided, however, that none of the provisions of Sections 27 to 33 shall apply to Allegany County.

1939, ch. 738.

34. Whenever tobacco is grown on leased premises and the tenant fails to make reasonable progress within eight months from the first day of September in each year to strip and place such tobacco on the market, the landlord may, at any time after the first day of May in each year, strip, pack, ship and sell at the tenant's expense any and all tobacco grown on the premises by said tenant in the previous year or years, provided, that as to Charles County, the above provisions shall not apply until after the first day of August, and as to St. Mary's County the first day of July in each year. Any and all expenses paid by the landlord in the stripping, packing, shipment or sale shall be a first and prior lien on said tobacco and the proceeds thereof, notwithstanding any agreement or obligation of the tenant or provision of law to the contrary.

A tenant, or any one acting on his behalf, interfering in any way whatsoever, directly or indirectly, with the stripping, packing, shipment or sale of said tobacco by the landlord, is guilty of a misdemeanor, and shall be punished, upon conviction, by a fine of not less than one hundred dollars (\$100) or by imprisonment for not less than ninety (90) days nor more than six months, or both.

An. Code, 1924, sec. 26. 1912, sec. 25. 1904, sec. 25. 1888, sec. 25. 1884, ch. 502.

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

See art. 21, sec. 112.

An. Code, 1924, sec. 27. 1912, sec. 26. 1904, sec. 26. 1888, sec. 26. 1884, ch. 502.

36. 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