

given by the landlord, or his agent or representative, to the tenant before the expiration of the current year; and *provided further*, that, after proof of such notice being given, no proof of waiver thereof shall be received except it be in writing, under the hand of said landlord, or his agent or representative, or an express waiver thereof, proved upon the testimony of one or more disinterested witnesses

After proof of notice, proof of waiver to be in writing.

7. 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, 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 relating to landlord and tenant.

Art 53, s 7
1845, c 209, s 2
How notice dispensed with

DISTRESS FOR RENT.

8. Every landlord, or his agent, who may be authorized to distress for rent due him, shall, previous to making such distress, make oath before some justice of the peace of the county where the premises lie, or where the landlord or his agent may reside, that his tenant is justly and *bonâ fide* indebted to him in the sum of _____ dollars and _____ cents; specifying the amount which the said landlord may claim to be due in dollars and cents, where the distress is for a certain money rent; or that he is justly and *bonâ fide* entitled to the quantity or proportion of the produce claimed by the said landlord, when the distress is for grain or produce, for rent in arrear and already due to him, the said landlord; and that he, the said landlord, hath not received, directly or indirectly, any part or parcel of said rent claimed to be due and in arrear, except (if any) the credits given, to the best of his knowledge and belief.

Id s 8.
1834, c 192, s 1,
1842, c 208, s 1
Oath to be taken by landlord or his agent before distress
5 Md 195, 10
Md 333, 346, 14
Md 247, 27 Md.
91, 440, 660, 28
Md 176, 33 Md
246, 35 Md 110,
36 Md 301
1 H. & J 3

9. To every warrant authorizing any bailiff to levy a distress for rent, there shall be prefixed or annexed the account of such 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.

Id s 9
1834, c 192, s 3
Account and oath to be annexed to warrant

10. In all cases where land shall be rented in consideration of a tender 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

Id s 10.
1831, c 171, s 1
Landlord may distress for portion of crops