

39G. Same—For advances in certain counties.

In all cases of renting land wherein a share of the growing crop or crops shall be reserved as rent, or wherein advances by the landlord have been made upon the faith of the crops to be grown, said rent reserved and such advances made shall be a lien on such crop or crops, which shall not be divested by any sale made thereof by the tenant, or by any administrator of a deceased tenant, or by the assignment of the tenant in insolvency, or by process of law issued against the tenant; provided, that at the time of the said renting, the contract under and by which the said advances are made shall be reduced to writing, duly attested and executed by the said landlord and tenant. Provided, however, that before such advances shall be a lien in Charles County the contract under which such advances are made shall be recorded as other liens are recorded and the clerk of the Circuit Court for said county shall record and properly index the same in a well bound book to be used solely for that purpose. The provisions of this section shall only apply to the counties of St. Mary's, Prince George's, Charles, Calvert and Worcester.

Stripping and Marketing of Tobacco

39H. Tenant failing to strip and market tobacco.

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 June, 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 anyone 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 (\$100.00) or by imprisonment for not less than ninety (90) days nor more than six months, or both.

Miscellaneous Provisions

39-I. Back rent or renewal of lease.

Whenever the lessee named in a lease or the assignee of a lease applies 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 cannot 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,