

warrant to the sheriff or a constable in the respective counties commanding him forthwith to deliver to the landlord possession thereof in as full and ample manner as the landlord was possessed of the same at the time when the leasing was made, and shall give judgment for costs against the tenant or person in possession so holding over. Either party shall have the right to appeal therefrom to the circuit court for the county within ten days from the judgment. If the tenant appeals and files with the District Court an affidavit that the appeal is not taken for delay, and also a good and sufficient bond with one or more securities conditioned that he will prosecute the appeal with effect and well and truly pay all rent in [arrear] ARREARS and all costs in the case before the District Court and in the appellate court and all loss or damage which the landlord may suffer by reason of the tenant's holding over, including the value of the premises during the time he shall so hold over, then the tenant or person in possession of said premises may retain possession thereof until the determination of said appeal. The appellate court shall, upon application of either party, set a day for the hearing of the appeal, not less than five nor more than 15 days after the application, and notice for the order for a hearing shall be served on the opposite party or his counsel at least five days before the hearing. If the judgment of the District Court shall be in favor of the landlord, a warrant shall be issued by the appellate court to the sheriff, who shall proceed forthwith to execute the warrant.

DRAFTER'S NOTE:

Error: Incorrect word usage in § 8-402(b)(2) of the Real Property Article.

Occurred: Ch. 12, § 2, Acts of 1974.

8A-1101.

(a) A park owner may only evict a resident for:

(1) Nonpayment of [rent.] RENT; OR

DRAFTER'S NOTE:

Error: Stylistic error in § 8A-1101(a)(1) of the Real Property Article.

Occurred: Ch. 843, § 3, Acts of 1980.

8A-1301.

(e) Nothing in this section may be interpreted to alter the park owner's or the resident's rights arising from breach of any provision [OR] OF a rental agreement or rule, or either party's right to terminate or not renew a rental agreement pursuant to the terms of the rental agreement or the provisions of other applicable law.

DRAFTER'S NOTE:

Error: Incorrect word usage in § 8A-1301(e) of the Real Property Article.

Occurred: Ch. 843, § 3, Acts of 1980.

8A-1702.

(b) (2) If upon hearing the parties, or in case the resident or person in possession shall neglect to appear after the summons and continuance the court shall find