

that the park owner had been in possession of the leased property, that the said lease or estate is fully ended and expired, that due notice to quit as aforesaid had been given to the resident or person in possession and that he had refused so to do, the court shall thereupon give judgment for the restitution of the possession of said premises and shall forthwith issue its warrant to the sheriff or a constable in the respective counties commanding him forthwith to deliver to the park owner possession thereof in as full and ample manner as the park owner was possessed of the same at the time when the leasing was made, and shall give judgment for costs against the resident 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 resident 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 park owner may suffer by reason of the resident's holding over, including the value of the premises during the time he shall so hold over, then the resident 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 5 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 5 days before the hearing. If the judgment of the District Court shall be in favor of the park owner, a warrant shall be issued by the appellate court to the sheriff, who shall proceed forthwith to execute the warrant.

(3) The provisions [of subsection (b)] of this section shall apply to all cases of tenancies from year to year, tenancies of the month and by the week. In case of tenancies from year to year, notice in writing shall be given 3 months before the expiration of the current year of the tenancy, and in monthly or weekly tenancies, a notice in writing of 1 month, shall be so given; and the same proceeding shall apply, so far as may be, to cases of forcible entry and detainer.

DRAFTER'S NOTE:

Error: Incorrect word usage in § 8A-1702(b)(2) and an erroneous internal reference in § 8A-1702(b)(3) of the Real Property Article.

Occurred: Ch. 843, § 3, Acts of 1980.

9-106.

(b) (3) If the court determines from the pleadings, affidavits and admissions on file, and the evidence, if any, that the lien should not attach, or should not attach in the amount claimed, as a matter of law, by any final order, but that there is probable cause to believe the petitioner is entitled to a lien, the court shall enter an interlocutory order which:

(v) May require the claimant to file a bond in an amount that the court believes sufficient for damages, including reasonable attorney's fees; AND

DRAFTER'S NOTE: