

annual rent therefor shall be such sum as in the judgment of the Department is proper and commensurate with the value of the leased land; provided, however, that no such land shall be leased at a price less than One Dollar (\$1.00) per acre. At the expiration of any lease in force on January first, nineteen hundred and forty-five, there shall be allowed an additional period of three years to all such lessees, and at the expiration of such three-year additional period, the lessee, upon written request to the Department, may be granted a renewal of said lease upon the payment of re-survey and recording fees of Five Dollars (\$5.00) and Two Dollars and Fifty Cents (\$2.50) respectively. If no such written request be made, the leased area shall revert to the State, and any one desiring to lease said area shall proceed in the same manner as though the land had never been leased.

(n) *Termination of Lease.* If any part of the rent required by a lease remain unpaid for more than sixty days after the same becomes due, such lease may at the option of the Department be declared null and void, in which event the land shall revert to the State and may be leased again in accordance with the provisions of this section. The Department may, on the written request of the lessee, if it appears equitable to do so, cancel any lease either in whole or in part, and may diminish or cancel the annual rental to an extent commensurate with the area still under lease.

(o) *Marking of Leased Land.* Each lessee, immediately upon completion of a lease, shall cause the land designated as leased to him to be plainly marked out by stakes, buoys or monuments, under the supervision of the Department of Tidewater Fisheries; at least four of such stakes, buoys or monuments shall have the initials of the lessee plainly marked upon them; and such stakes, buoys or monuments shall be maintained at all times by lessee or his legal representative.

(p) *Rights of the Lessee.* The lessee of any land leased for the purpose of planting and cultivating oysters shall have exclusive ownership of and title to all the oysters planted by him or existing on the land leased; and the relationship of the State and the lessee shall be that of landlord and tenant, and so long as such lease shall be in force, both the State and the lessee shall have all the rights and privileges of landlord and tenant as defined in the laws of Maryland, except as follows:

*First:* Land leased under this sub-title shall be used only for the purpose of planting and cultivating oysters;

*Second:* Residents of this State shall have the right to crab or fish upon all leased areas, provided they do not remove or destroy oysters thereon;