



# Common Law Procedure Act 1852

## 1852 CHAPTER 76

### *Ejectment*

#### **CCVIII Error and Bail in Error in Ejectment.**

Error may be brought in like Manner as in other Actions upon any Judgment in Ejectment, after a Special Verdict found by the Jury, or a Bill of Exceptions, or by Consent after a Special Case stated, but, except in the Case of such Consent as aforesaid, Execution shall not be thereby stayed, unless the Plaintiff in Error shall, within Four clear Days after lodging the Memorandum alleging Error, or after the signing of the Judgment, whichever shall last happen, or before Execution executed, be bound unto the Claimant, who shall have recovered Judgment in such Action of Ejectment, in double the yearly Value of the Property, and double the Costs recovered by the Judgment, with Condition, that if the Judgment shall be affirmed by the Court of Error, or the Proceedings in Error be discontinued by the Plaintiff therein, then the Plaintiff in Error shall pay such Costs, Damages, and Sum or Sums of Money as shall be awarded upon or after such Judgment affirmed or Discontinuance; and it shall be lawful for the Court wherein Execution ought to be granted upon such Affirmation, or Discontinuance, upon the Application of the Claimant, to issue a Writ to inquire as well of the mesne Profits as of the Damage by any Waste committed after the first Judgment in Ejectment, which Writ may be tested on the Day on which it shall issue, and be returnable immediately after the Execution thereof; and upon the Return thereof Judgment shall be given, and Execution awarded for such mesne Profits and Damages, and also for Costs of Suit.