



Common Law Procedure Act 1852

1852 CHAPTER 76

Ejectment

CCXI Lessee proceeding in Equity not to have Injunction or Relief without Payment of Rent and Costs.

In case the said Lessee, his Assignee, or other Person claiming any Right, Title, or Interest, in Law or Equity, of, in, or to the said Lease, shall, within the Time aforesaid, proceed for Relief in any Court of Equity, such Person shall not have or continue any Injunction against the Proceedings at Law on such Ejectment, unless he does or shall, within Forty Days next after a full and perfect Answer shall be made by the Claimant in such Ejectment, bring into Court, and lodge with the proper Officer such Sum and Sums of Money as the Lessor or Landlord shall in his Answer swear to be due and in arrear over and above all just Allowances, and also the Costs taxed in the said Suit, there to remain till the Hearing of the Cause, or to be paid out to the Lessor or Landlord on good Security, subject to the Decree of the Court; and in case such Proceedings for Relief in Equity shall be taken within the Time aforesaid, and after Execution is executed, the Lessor or Landlord shall be accountable only for so much and no more as he shall really and *bonâ fide*, without Fraud, Deceit, or wilful Neglect, make of the demised Premises from the Time of his entering into the actual Possession thereof; and if what shall be so made by the Lessor or Landlord happen to be less than the Rent reserved on the said Lease, then the said Lessee or his Assignee, before he shall be restored to his Possession, shall pay such Lessor or Landlord, what the Money so by him made fell short of the reserved Rent for the Time such Lessor or Landlord held the said Lands.