



Common Law Procedure Act 1852

1852 CHAPTER 76

Ejectment

CCX Proceedings in Ejectment by Landlord for Nonpayment of Rent.

In all Cases between Landlord and Tenant, as often as it shall happen that One Half Year's Rent shall be in arrear, and the Landlord or Lessor, to whom the same is due, hath Right by Law to re-enter for the Nonpayment thereof, such Landlord or Lessor shall and may, without any formal Demand or Re-entry, serve a Writ in Ejectment for the Recovery of the demised Premises, or in case the same cannot be legally served, or no Tenant be in actual Possession of the Premises, then such Landlord or Lessor may affix a Copy thereof upon the Door of any demised Messuage, or in case such Action in Ejectment shall not be for the Recovery of any Messuage, then upon some notorious Place of the Lands, Tenements, or Hereditaments comprised in such Writ in Ejectment, and such affixing shall be deemed legal Service thereof, which Service or affixing such Writ in Ejectment shall stand in the Place and Stead of a Demand and Re-entry ; and in case of Judgment against the Defendant for Nonappearance, if it shall be made appear to the Court where the said Action is depending, by Affidavit, or be proved upon the Trial in case the Defendant appears, that Half a Year's Rent was due before the said Writ was served, and that no sufficient Distress was to be found on the demised Premises, countervailing the Arrears then due, and that the Lessor had Power to re-enter, then and in every such Case the Lessor shall recover Judgment and Execution, in the same Manner as if the Rent in arrear had been legally demanded, and a Re-entry made; and in case the Lessee or his Assignee, or other Person claiming or deriving under the said Lease, shall permit and suffer Judgment to be had and recovered on such Trial in Ejectment, and Execution to be executed thereon, without paying the Rent and Arrears, together with full Costs, and without proceeding for Relief in Equity within Six Months after such Execution executed, then and in such Case the said Lessee, his Assignee, and all other Persons claiming and deriving under the said Lease, shall be barred and foreclosed from all Relief or Remedy in Law or Equity, other than by bringing Error for Reversal of such Judgment, in case the same shall be erroneous, and the said Landlord or Lessor shall from thenceforth hold the said demised Premises discharged from such Lease ; and if on such Ejectment a Verdict shall pass for the Defendant, or the Claimant shall be nonsuited therein, then in every such Case such Defendant shall have and recover his Costs ; provided that nothing herein contained

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shall extend to bar the Right of any Mortgagee of such Lease, or any Part thereof, who shall not be in possession, so as such Mortgagee shall and do, within Six Months after such Judgment obtained and Execution executed pay all Rent in arrear, and all Costs and Damages sustained by such Lessor or Person entitled to the Remainder or Reversion as aforesaid, and perform all the Covenants and Agreements which, on the Part and Behalf of the First Lessee, are and ought to be performed.