

II. And whereas great Inconveniencies do frequently happen to Lessors and Landlords, in Cases of Re-entry for Nonpayment of Rent, by Reason of the many Niceties that attend Re-entries at Common Law; and forasmuch as when a legal Re-entry is made, the Landlord or Lessor must be at the Expence, Charge, and Delay of recovering in Ejectment, before he can obtain the actual Possession of the demised Premises; and it often happens that after such a Re-entry made, the Lessee or his Assignee, upon one or more Bills filed in the Court of Equity, not only holds out the Lessor or Landlord, by an Injunction, from recovering the Possession, but likewise, pending the said Suit, do run much more in Arrear, without giving any Security for the Rents due, when the said Re-entry was made, or which shall and do afterwards incur: For remedy whereof, be it enacted by the Authority aforesaid, That in all Cases between Landlord and Tenant, from and after the Twenty fourth Day of *June*, One thousand seven hundred and thirty one, 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 Non-payment thereof, such Landlord or Lesssor shall and may, without any formal Demand or Re-entry, serve a Declaration 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 to affix the **706** same upon the Door of any demised Messuage, or in case such Ejectment shall not be for the Recovery of any Messuage, then upon some notorious Place of the Lands, Tenements, or Hereditaments, comprized in such Declaration in Ejectment, and such affixing shall be deemed legal Service thereof, which Service, or affixing such Declaration in Ejectment, shall stand in the Place and Stead of a Demand and Re-entry; and in case of Judgment against the casual Ejector, or Nonsuit for not confessing Lease, Entry, and *Ouster*, it shall be made appear to the Court where the said Suit 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 Declaration was served, and that no sufficient Distress was to be found on the demised Premises, countervailing the Arrears then due, and that the Lessor or Lessors in Ejectment had Power to re-enter; then, and in every such Case, the Lessor or Lessors in Eject-