enough if it state a belief that there is no such distress, &c., Doe *d.* Cox v. Roe, 5 Dowl. & L. P. C. 272. If more than a half a year's rent is in arrear the case is within the Statute, Walters' lessee v. Alexander *supra.* In Roe *d.* Powell v. Roe, 9 Dowl. P. C. 548, it was ruled by Coleridge J., that if there is a sufficient distress on the premises to satisfy half a year's rent the landlord cannot proceed under this Statute, but must proceed at common law, and see Doe *d.* Gretton v. Roe *supra.* But in Cross v. Jordan, 8 Exch. 149, upon the construction of the Common Law Procedure Act, 15 & 16 Vict. c. 76, s. 210, which follows this section of 4 Geo. 2, that case was overruled, Parke B. observing that the landlord may avail himself of the Act if half a year's rent is due, and has the same right if ten year's rent is due. Of course this rent must have been in arrear at the time of serving the copy of the declaration.

No sufficient distress on premises.—No sufficient distress on the premises means no distress that can be taken, and so where a tenant locked the outer door so that the landlord could not distrain, it was held that the Statute was satisfied, Doe v. Dyson, Moo. & Malk. 77. And the sufficient distress must be so apparently on the premises, that a bailiff going there to distrain would, by using reasonable diligence, find it. It is not enough that the tenant should have secreted a sufficiency of goods on the premises, Doe v. Franks, 2 Car. & K. 678. But then the landlord must search through the whole house; and searching the ground floor is not sufficient, Price v. Worwood, 4 Hurl. & N. 512. However, in Wheeler v. Stephenson, 6 Hurl. & N. 155, where four houses had been demised for a term, but two of them having been vacant and deserted by the tenant, the landlord put a person in them for their security, in an ejectment, it was held not necessary to show that there was no sufficient distress in them when the declaration was served, for the possession of the party placed there was the landlord's possession, and he could *not have distrained on goods **714** which had been brought there by that person. Proof that no sufficient distress was found on the premises, on some one day after that on which the rent is payable to save the forfeiture, is *prima facie* evidence and enough to bring the case within the Statute, unless the defendant shews the contrary, Doe v. Fechau, 15 East, 286.

Relief in equity against forfeiture.—Courts of Equity have always been in the habit of relieving against forfeitures for non-payment of rent.[13] But it is said that they will not relieve in any case where the forfeiture is incurred by a breach of covenant sounding wholly in damages, and where the parties cannot be put in *statu quo*, Green v. Bridges, 4 Sim. 96; Hill v. Barclay, 18 Ves. Jun. 56; Reynolds v. Pitt, 19 Ves. Jun. 134; Gregory v. Wilson, 9 Hare, 683. But this is altered in England by 22 & 23 Vict. c. 35, and see Bargent v. Thompson, 4 Giff. 473, where the Court did relieve under equitable circumstances. And as to the terms of relief, see Bamford v. Creasy, 3 Giff. 675. This provision of sec. 3 as to injunctions

[13] The jurisdiction of equity in this respect is not confined to cases where the lessor has recovered possession by legal process, but extends to cases where he has recovered peaceable possession without the assistance of any court. Howard v. Fanshawe, (1895) 2 Ch. 581.