was recognized in Jones v. Magill, 1 Bl. 77. The provision as to payment of arrears of rent and costs, however, only applies where the tenant seeks to continue his possession and to restrain the landlord from proceeding in his ejectment, and not when the landlord has actually got into possession, Bowser v. Colby, 1 Hare, 126. A case too is reported, where a tenant was relieved after an eviction of seventeen years, in which he acquiesced through ignorance of his rights, Blennerhasset v. Day, 2 Ball & B. 402.

Relief at law.—Under the 4th section it is held that Courts of common law have no power to stay proceedings on terms, where the ejectment is brought for a forfeiture by breach of a covenant to repair, without the consent of the lessor of the plaintiff, Doe v. Ashby, 10 A. & E. 71. And they will not interfere after trial, Roe v. Davis, 7 East, 363; Doe v. Masters, 2 B. & C. 490; and consequently not after execution, Doe *d.* Lambert v. Roe, 3 Dowl. P. C. 557.[14] Nor where a landlord has obtained possession, will they compel him to pay over the value of the crops to the tenant deducting the rent, Doe v. Witherwick, 3 Bing. 11. There is an exception in the case of a judgment against the casual ejector, when if the period has been too short for improvements during the intermediate time, and no trial has been lost, the Court will strike it out, and stay proceedings on payment of rent and costs, Klinefelter's lessee v. Carey, 3 G. & J. 349; see Dennis' lessee v. Kelso, 28 Md. 333. A mortgagee of the tenant is entitled to relief against an ejectment on the same terms as the tenant himself, Doe *d.* Whitfield v. Roe, 3 Taunt. 402, and so is a sub-lessee, Doe v. Byron, 1 C. B. 625.[15]

Lease ended by service of declaration.—The landlord by service of a declaration in ejectment makes his election to determine the lease, and cannot, though there has been no judgment in the ejectment, sue for rent due or covenants subsequently broken, Jones v. Carter, 15 M. & W. 718. On the other hand, if the lessee would bar an action against him for rent, by shewing his estate avoided by the acts of the lessor, he must set out in pleading the acts necessary to defeat it, *i. e.* that the rent was in arrear, and that the lessor demanded it at the proper time and place, and then entered, Mackubin v. Whetcroft, 4 H. & McH. 135, where one of the points also adjudged was, that the entry of the landlord was no satisfaction of rent antecedently due. This case is consistent with the generally received doctrine, that if a lease provides that it shall be null and void on any default of the lessee, it is *voidable* at the option of the lessor only, for the Courts will not suffer the lessee to take advantage of his own wrong However, in Cook v. Brice, 20 Md. 397, where a lease contained an express covenant that, in case the rent should be in arrear and unpaid for the space of six months, the lease should be void, the Court held that however equity in such a case might relieve, at law the title of the lessee ceased upon his failure to pay the rent reserved for the space of six months.[16]

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[14] Hare v. Elms, (1893) 1 Q. B. 604.

[15] Cf. Hare v. Elms, (1893) 1 Q. B. 604; Howard v. Fanshawe, (1895) Ch. 581; Humphreys v. Morten, (1905) 1 Ch. 739.

[16] So in Shanfelter v. Horner, 81 Md. 621, where the lease provided that if the rent shall be at any time more than ninety days in arrear "then the said tenancy shall be at once, and without notice of any ki