The Statute gives leave to bring money into Court *pending the action*, but after judgment the action is not pending. Nor will a Court of equity enjoin the mortgagee before hearing from taking an execution on his judgment, or otherwise relieve, Todd v. Pratt, 1 H. & J. 465; Jones v. Magill, 1 Bl. 180; see Amis v. Lloyd, 3 Ves. & Bea. 15. It may be assumed that the application must show that the party claiming the relief, being or having become defendant and appeared, has a right to redeem, that no suit in equity is pending for foreclosure or redemption, and that judgment has not been entered up.

In Sutton v. Rawlings *supra*, the mortgagee, having a power of sale, attempted to dispose of the property without success, and the Court refused to compel him to reconvey the premises, &c. except on payment of the costs of the abortive sale, and of the reconveyance and of the motion. Where there are two or more mortgages, the Court will not compel a redemption of one without the rest, Roe v. Soley, 2 W. Black. 726; and so if the principal become due by the terms of the mortgage on a default in payment of interest, the proceedings will not be stayed on payment of interest and costs, that not being within the Statute, Goodtitle v. Notitle, 11 Moore, 491, and see Tidd Prac. 1235-6.

In Moore's lessee v. Pearce *supra*, a tender was made in bills of credit, which were refused, and they were not brought into Court. The tender law provided that a debt should not be recovered after tender and refusal, and compelled the creditor, if required, to relinquish his security, but did not provide that a tender and refusal of bills of credit should be a full payment to all intents and purposes. It was insisted that the Stat. of 7 Geo. 2, c. 20 required money to be brought into Court after tender and refusal, for no other reason than because it was due to the plaintiff, but that, under the operation of the tender law, the money tendered for principal, &c., did not remain due after the tender and refusal, and therefore there was no necessity for bringing it into Court. But Hanson J. said, that although on a bill for foreclosure the debt must have been considered extinct under the tender law, yet that the plaintiff *had taken a **730** better course—he had not brought his action for the recovery of the money —that the Chancellor would not have granted an injunction to stay the proceedings at law, because the tender of the bills of credit, had they been received, would not have been a conscientious discharge of the debt, and that the tender law only substituted bills of credit for *specie*, and put it in the power of the defendant either to make his payment in those bills, or bring them into Court, if the plaintiff would not receive them. "It would be strange, if this Court, by extending the tender law beyond its express provision, should make it repeal an equitable provision in the Statute, and produce this monstrous absurdity and injustice, that the mortgagor shall not be discharged of his debt by the tender of it in real money, unless he afterwards produce it for the mortgagee in Court; but if he make the tender in an unsubstantial substitute for money, he shall not be obliged to do any thing further." And the plaintiff accordingly had judgment.

In Praed v. Hull, 1 Sim. & Stu. 331, a bill for a sale by a mortgagee against mortgagor and subsequent mortgagee having a power of sale,