

shall make oath," &c.; "and shall, with two sufficient sureties, enter into bond to the lessor or lessors, in such sum as the said justices shall think proper, not less than three hundred dollars, to prosecute his, her or their claim to the next county court," &c.; "that then, and not otherwise, the said justices shall forbear to award restitution as aforesaid, of the possession as aforesaid."

It will be seen from this proviso, that the justices are only authorized to forbear restoring the landlord to the possession of the premises when he is proceeding under this act of assembly, when the title is disputed, or claimed by some person, in virtue of a right or title accrued or happening *since the commencement of the lease*. Unless this is the case, that is, unless the tenant can show, or there appear grounds for believing, that the title has vested in some other person, *after commencement* of the lease, the general rule, that a tenant shall not be permitted to dispute the title of his landlord, shall prevail, and he will be made to surrender up the possession.

But in this case, the title of these infant complainants, the heirs at law of Richard L. Simpser, whatever that title may be, did not accrue, or happen after the commencement of this lease, from Wilson to Simpser. Their title accrued upon the death of their father in 1846, and the lease commenced in the spring of 1847, so that the justices could not forbear to award restitution of the possession to the landlord, if his case entitles him to the benefit of the provisions of the act of assembly, as appears to be conceded. The complainants, therefore, even if the tenant should think proper to call them before the justices, could not by any proceeding at law, prevent the possession from being restored. There would, moreover, be another formidable difficulty in the way of these infant complainants. The act of assembly requires them to give bond, with sufficient sureties, to prosecute their claim at the next county court which shall be held in and for said county, thereafter. But these parties, being minors, could not give such bond, and for that reason likewise, could not avail themselves of the benefit of the act.