

Ejectment.

An. Code, 1924, sec. 78. 1912, sec. 73. 1904, sec. 73. 1888, sec. 70.
1872, ch. 346, sec. 2. 1929, ch. 406.

78. In all cases between landlord and tenant, 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 lessor shall and may, without any formal demand or re-entry, serve a copy of 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 he shall affix the same upon the door of any demised messuage, or in case such action of ejectment shall not be for the recovery of any messuage, then upon some notorious place of the lands, tenements or hereditaments comprised 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 defendant for non-appearance, if it shall be made to appear to the court where 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 the lessor or landlord had power to re-enter, then and in every such case the lessor or landlord shall recover judgment and execution in the same manner as if the rent in arrear had been legally demanded and a re-entry made; and in case the lessee, or his assignee, or other person claiming or deriving under the said lease shall permit and suffer judgment to be had and recovered on such trial in ejectment and execution to be executed thereon, without paying the rent and arrears, together with full costs, and without proceeding for relief in equity within six calendar months after such execution executed; in every such case the said lessee, his assigns, and all other persons claiming and deriving under the said lease shall be barred and foreclosed from all relief or remedy in law or equity other than by bringing error or appeal for reversal of such judgment, in case the same shall be erroneous; and the said lessor or landlord shall from thenceforth hold the said demised premises discharged from such lease; and if, on such ejectment, a verdict shall pass for the defendant, or the plaintiff shall be non-suited therein, then, and in every such case, the defendant shall have and recover his costs; provided that nothing herein contained shall extend to bar the right of any mortgagee of such lease, or any part thereof, who shall not be in possession, so as such mortgagee shall and do, within six calendar months after such judgment obtained and execution executed, pay all costs and damages sustained by such lessor or person entitled to the remainder or reversion as aforesaid, and perform all the covenants and agreements which, on the part and behalf of the first lessee, are and ought to be performed.

As to landlord and tenant, see art. 53.

87.

See notes to sec. 90.