

premises, countervailing the arrears then due, 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 in arrears, together with full costs, and without proceeding for relief in equity within six calendar months after such execution executed; and in every such case the said lessee, his assignee, 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 same demised premises discharged from such lease; and if, on such ejectment, a verdict shall pass for the defendant, or the plaintiff shall be nonsuited 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 damage 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.

When lessee and claimants under leases barred

Effect of verdict for defendant, or non-suit of plaintiff

Mortgagee of lease

15. When the lands sued for lie contiguous to each other and in adjoining counties, suit may be brought for the whole in any of said counties in which any of the defendants reside; and if none of the defendants reside in any of said counties, then the suit may be brought in the county where the largest part of the land lies, and the sheriff and surveyor of the county in which the suit is brought shall have power to execute and return the warrant of resurvey of all the lands so sued for, and said sheriff shall also have power to execute a writ of *habere facias possessionem* for all of said lands.

Id s 47
Suits where lands contiguous and in adjoining counties

16. In any action of ejectment against two or more defendants, they may sever in their defence; but, if plats be necessary, there shall be but one set returned, which shall show the claims and pretensions of all parties.

Art 75, s 48.
1829, c 186, s 1
Defendants may sever
One set of plats to be returned

17. Where defendants in ejectment sever in their defence, the court shall apportion the costs in such manner as may seem reasonable and just.

Id s 49
1829, c 186, s 3
Costs in severance

18. In all cases of a joint holding by two or more persons they may declare jointly whether they hold as joint tenants, tenants in common, or in any other manner.

Id s 50
1833, c 276, s 1
How joint holders may declare

19. If, on the trial of an ejectment, title be shown in any of the plaintiffs, it shall be sufficient to authorize him to recover to the ex-

Id s 51
1833, c 276, s 3
Each plaintiff to recover to