

The relief granted by sec. 30, however, is much more restricted than that given by the Act of 1904. But, I think, in the present instance, we are entitled to go beyond sec. 30 in aid of the defendant.

It is a well recognized principle of equity: "He who seeks equity must do equity." In many instances this contains a pun on the word "equity," and means nothing more than "He who seeks the assistance of a Court of Equity must in the matter in which he so asks assistance, do what is just as a term of receiving such assistance." "Equity" means "Chancery" in one instance and "Right" or "Fair Dealing" in the other.

Accordingly while a plaintiff asserting a legal right in a common law Court would receive justice according to the common law, however harsh or unjust the law might be—yet if he required the assistance of the Court of Chancery to obtain his rights according to the common law, he would—or might—not be assisted unless he did what was just in the matter toward the defendant.

This case was represented, on the argument, as a simple case of ejectment—and it might well be a simple action in ejectment. Had it been such, I think, we would have had great, if not insuperable, difficulty in giving the defendant any relief beyond what the statute, sec. 30 gives him—and that is why one of us said on the argument that had he been solicitor for the plaintiff, he would have brought the action in that way. There could on the facts have been no defence at law, the deed under which the defendant claims being void at law as well as in equity. The action, however, is not a simple ejectment as it might have been. The statement of claim sets out the facts as in ejectment indeed, but in the prayer in addition to possession, etc., a claim is made for "5. Such further relief as the nature of the case may require." This is ambiguous and might mean only relief as at the common law, or it might mean equitable relief. We accordingly look at the judgment the plaintiffs have taken out and are insisting upon, holding clause 2 of the judgment declares "that the sale for taxes . . . and the deed . . . made to the said defendant . . . are, and each of them, is invalid, and that the same should be set aside and vacated, and doth order and adjudge the same accordingly." No appeal is taken by the plaintiffs against this clause, but on the contrary they attend to support it in this Court. This relief the plaintiffs asked for and received,