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FACULTY OF JURIDICAL SCIENCES

E- CONTENT

COURSE: BALLB-Vth Sem

SUBJECT: EQUITY AND TRUST

SUBJECT CODE: BAL 506

NAME OF FACULTY: DR. ANKUR SRIVASTAVA

Lecture-22





LECTURE-22

Maxim:

He who comes to equity must come with clean hands:

This maxim means that a plaintiff who seeks an equitable remedy or other equitable relief must show that his past conduct in the transaction has been fair, honest and above board. It may be distinguished from the previous maxim in that it refers to behaviour prior to the suit, as opposed to future conduct.

Illustrations

- i. A tenant whose lease has been forfeited for non-payment of rent cannot expect equitable relief against

forfeiture if he has been using the premises for immoral purposes. See **Gill v. Lewis** (1956) 2 QB 1 at pp. 13, 14, 17.

- ii. An equitable tenant under an agreement for a lease cannot expect to obtain a decree of specific performance of the legal lease if he has been in breach of the covenants to be contained in that lease. See **Coastworth v. Johnson** (1886) 54 LT 520.
- iii. Where an infant beneficiary, by fraudulently representing himself to be of age, obtained from the trustees a sum of money to which he was not entitled until he came of age, neither he nor his assigns could compel the trustees to pay the sum over again when he attained his majority. See *Overton v. Bannister* (1844) 3 Hare 503.

It is important to note that the maxim does not refer to any conduct of the plaintiff other than that which is connected with the transaction in question. As one American Judge put it: “Equity does not demand that its suitors shall

have led blameless lives.” See Brandeis J. in Loughran v. Loughran, 292 US 216 at 229 (1934). It is only conduct which has “an immediate and necessary relation to the equity sued for” that will bar the plaintiff’s claim. See **Dering v. Winchelsea** (1787) 1 Cox Eq. 318 at 319, 320.

MCQs

1. He who comes to equity must come with clean hands: This maxim means that a plaintiff who seeks an equitable remedy or other equitable relief must show that his past conduct in the transaction has been fair, honest and above board.
 - i. True
 - ii. False
 - iii. Cannot say
 - iv. None of these
2. An equitable tenant under an agreement for a lease cannot expect to obtain a decree of specific

performance of the legal lease if he has been in breach of the covenants to be contained in that lease.

- i. True**
- ii. False**
- iii. Cannot say**
- iv. None of these**

3. It is important to note that the maxim does not refer to any conduct of the plaintiff other than that which is connected with the transaction in question.

- i. True**
- ii. False**
- iii. Cannot say**
- iv. None of these**

4. An equitable tenant under an agreement for a lease cannot expect to obtain a decree of specific performance of the legal lease if he has been in breach of the covenants to be contained in that lease.

- i. True**

- ii. False
- iii. Cannot say
- iv. None of these

5. “Equity does not demand that its suitors shall have led blameless lives.”

- i. True
- ii. False
- iii. Cannot say
- iv. None of these
