ANNO NONO & DECIMO

VICTORIÆ REGINÆ.

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C A P. CXI.

An Act to amend the Law in *Ireland* as to Ejectments and Distresses, and as to the Occupation of Lands. [28th *August* 1846.]

WHEREAS it is expedient to amend the Law in *Ireland* as to Ejectments and Distresses, and as to the Occupation of Lands: Be it therefore enacted by the Queen's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, That in all Cases of Ejectment for Nonpayment of Rent the Amount claimed to be due for Rent, and the Times at which the same accrued, shall be stated upon the Declaration or Summons in Ejectment or Civil Bill, which Statement shall be written or printed thereon in the following Form, or as near thereto as the Nature of the Case will admit; (that is to say,) "The Lessor of the Plaintiff [*or* "the Plaintiff" *in case of a Civil Bill*] claims being for Year's Rent up to the Day of and if the Amount thereof be paid to the Lessor of the Plaintiff [*or* "the Plaintiff" *in case of a Civil Bill*] or his Attorney, together with the Costs, before the Day of being the First Day of ["the ensuing Term" *to be here inserted in Proceedings in the Superior Courts,* "the next Sessions" *in Civil Bills,*] further Proceedings will be stayed;" and the Lessor of

In all Ejectments for Nonpayment of Rent the Amount of Rent claimed shall be stated.

the Plaintiff, or the Plaintiff in the Case of a Civil Bill Ejectment, or his Attorney, shall, upon either of them respectively being required so to do, specify in Writing the Demand for the Plaintiff's Costs of such Ejectment, and upon Payment or Tender within the Time so specified of the Rent so specified, together with the Costs, if specified as aforesaid, to the Lessor of the Plaintiff, or Plaintiff, or his Attorney, or in case the Costs shall not be specified upon such Requisition, then on Payment within the Time aforesaid of such Rent to such Lessor of the Plaintiff, Plaintiff, or Attorney, and upon Delivery or Tender within the Time aforesaid to such Lessor of the Plaintiff, Plaintiff, or Attorney of an Undertaking in Writing signed by some Person served with such Ejectment to pay the Plaintiff's Costs up to the Time of such Payment, when taxed, all further Proceedings in such Ejectment shall cease and be stayed accordingly: Provided always, that the Defendant in any such Ejectment shall be at liberty, notwithstanding such Payment, to have the Costs taxed, and if any Part of the Costs demanded shall be disallowed upon the Taxation, the Attorney for the Lessor of the Plaintiff, or Plaintiff, shall pay back to the Defendant the Sum so disallowed, and, if more than One Sixth of such Costs shall be disallowed, shall also pay to the Defendant the Costs of such Taxation.

In such Ejectments in the Superior Courts Money may be paid into Court for Rent and Costs.

II. And be it enacted, That it shall be lawful for the Defendant in any Action of Ejectment for Nonpayment of Rent in any Superior Court against whom Judgment shall not have been obtained in such Ejectment, by Leave of such Court or of a Judge of such Court at any Time before Notice of Trial shall have been served, upon a Side Bar Rule obtained for that Purpose, or in such Manner or according to such Course of Practice as the Judges of the Superior Courts of Law, or any Eight or more of them, of whom the Chiefs of each of the said Courts shall be Three, shall prescribe, as herein-after mentioned, to pay into Court a Sum of Money for Rent, with Liberty to the Plaintiff to proceed further in such Action at his Peril, the Defendant by such Rule undertaking to pay the Costs theretofore incurred to be taxed by the proper Officer, and in case of Nonpayment of the same to suffer the Plaintiff in taking such Money out of Court, either on an Affidavit of a proper Demand and Service of such Rule, to move for an Attachment against the Defendant so undertaking, or to sign final Judgment in such Ejectment; and when such Sum of Money shall be so paid into Court for Rent, if the Plaintiff or his Lessor shall not accept thereof, with Costs to be taxed by the proper Officer, in full Discharge of the Action, then upon the Trial of the Issue in such Cause, if it shall appear upon the Evidence that no greater Sum was due for Rent from the Defendant to the Lessor of the Plaintiff at the Time of the Service of such Ejectment than the Sum so paid into Court, the Verdict shall be entered for the Defendant: Provided always, that if final Judgment shall be signed for the Plaintiff in such Ejectment in consequence of the Defendant not paying the Costs incurred pursuant to his Undertaking as aforesaid, it shall not be lawful to issue Execution thereon without the Leave of the Court first had and obtained: Provided also, that if any Ejectment for Nonpayment of Rent be in other respects sustainable, a Mistake or Error in the Statement of the Amount of

Rent

Rent claimed to be due shall not defeat such Ejectment, except in the Case where the full Rent due has been paid into Court as aforesaid, or lodged with the Clerk of the Peace as hereafter provided, and the Landlord afterwards proceeding to a Trial or a Hearing shall fail to prove more to be due for Rent than the Sum so paid into Court, or lodged with the Clerk of the Peace.

At any Time before Execution issued in Ejectment for Nonpayment of Rent, upon Payment or Tender of the Rent and Costs, the Proceedings shall be stayed.

III. And be it enacted, That if the Tenant or Tenants, or his or their Assignee, or any Person served with an Ejectment, shall at any Time before the Writ for Execution in any Ejectment for Nonpayment of Rent in any Superior Court shall be executed pay or tender to the Lessor or Landlord, his Executors or Administrators, or his or their Agent or Attorney in such Cause, all the Rent and Arrears then due, together with the Costs, or a Sum sufficient to cover such Costs, then and in such Case all further Proceedings on the said Ejectment shall cease and be discontinued: Provided always, that the Lessor of the Plaintiff or his Attorney shall, upon being required so to do, furnish to the Defendant a Statement of the Sums claimed for the Plaintiff's Costs, and proceed to a Taxation thereof forthwith; and upon such Taxation, if any Part of such Costs which shall have been paid shall be disallowed, the Attorney for the Lessor of the Plaintiff shall pay back to the Defendant the Sum so disallowed, or, if more than One Sixth of the Costs demanded shall be disallowed, shall pay to the Defendant the Costs of such Taxation.

In Civil Bill Ejectments for Nonpayment of Rent the Defendant may, Six Days before the Day of Hearing, lodge with the Clerk of the Peace the Rent and Costs.

IV. And be it enacted, That it shall be lawful for the Defendant in any Civil Bill Ejectment for Nonpayment of Rent, Six clear Days previous to the Day on which by such Civil Bill he is required to appear, to deposit with the Clerk of the Peace a Sum of Money for Rent, together with the Sum of Five Shillings for Costs, for which Deposit the Clerk of the Peace, upon Payment of a Fee of One Shilling, shall give to the Defendant a Certificate according to the Form in the Schedule (C.) hereto annexed, and also a Duplicate of such Certificate, which Certificate and Duplicate shall be free from the Payment of Stamp Duty, and of which Certificate a Copy shall be entered by the Clerk of the Peace in the Book kept by him for entering Decrees in Civil Bill Ejectments; and the Defendant shall, Four clear Days previous to the Day on which he is required to appear as aforesaid, deliver to or leave at the Place of Abode of the Plaintiff, his Agent, Receiver, or Attorney, in such Cause, such Certificate; and in case the Plaintiff or his Attorney in such Cause shall receive from the Clerk of the Peace the Sum so deposited, which the said Clerk of the Peace is hereby required to pay over to the Plaintiff or his Attorney, on demand, such Receipt and Payment shall be deemed to be in full Discharge of the Rent claimed by such Civil Bill and of Costs; but in case the Plaintiff or his Attorney, after such Certificate shall have been delivered or left as aforesaid, shall not accept the Sum so deposited on or before the Day next previous, or (in case of *Sunday* intervening) on or before the Day next but one previous to the Day on which the Defendant is required to appear as aforesaid, and if upon the hearing of such Civil Bill it shall appear that no greater Sum than the Sum so deposited for Rent was due to the Plaintiff for Rent at the Time of the Service of such Civil Bill Ejectment, and that

that such Certificate has been delivered or left as aforesaid, it shall be lawful for the Assistant Barrister to dismiss such Civil Bill, with the Costs of all the Proceedings subsequent to the Time of the making of such Deposit, as in other Cases of Dismisses of Civil Bill Ejectments.

In such Civil Bill Ejectments, if the Defendant before a Decree pay or tender the Rent and Costs, the Proceedings shall be stayed.

V. And be it enacted, That if the Tenant or the Defendant in any such Civil Bill Ejectment shall at any Time after the Period hereinbefore limited for making such Deposit for Rent and Costs, and before the signing and issuing of a Decree upon such Civil Bill, pay or tender to the Lessor or Landlord, his Executors or Administrators, or his or their Agent, or the Attorney in such Civil Bill Ejectment, all Rent and Arrears then due, together with the Costs, it shall be lawful for the Assistant Barrister to order all further Proceedings on such Civil Bill to be stayed and discontinued upon Payment of such Costs as he shall deem reasonable to be paid by the Defendant, not exceeding such Costs as would, according to the Law in force, be properly payable at the Time of such Tender: Provided always, that in case of such Tender as last aforesaid, and Refusal to receive the Sum so tendered, such Money shall be lodged in the Hands of the Clerk of the Peace, and shall be paid over to such Landlord or Lessor on demand:

Appeal.

Provided also, that the Decision of the Assistant Barrister in any of the Cases aforesaid shall be subject to such Appeal, and upon such Terms as in other Cases of Civil Bill Ejectments for Nonpayment of Rent.

The Writ or Warrant for Execution in Ejectment for Nonpayment of Rent shall state the Amount due for Rent and Costs, and upon Payment thereof, with Fees, Execution shall be stayed.

VI. And be it enacted, That upon every Writ of Habere facias possessionem in any Ejectment for Nonpayment of Rent in any Superior Court, and upon every Sheriff's Warrant under a Decree in any Civil Bill Ejectment for Nonpayment of Rent, there shall be a Statement of the Amount of the Rent then due, to be verified by Affidavit of the Landlord or his Agent, and of the Plaintiff's Costs; and if at any Time before Execution executed the Defendant or Tenant shall pay to the Sheriff the said Sums for Rent and Costs, together with One Moiety of such Sheriff's Fees for such Execution as would be legally payable if such Execution had been executed, such Sheriff shall stay such Execution, subject nevertheless to any Order which may be made by the Court from which such Execution shall have issued, and the Sheriff shall endorse on such Writ, as a Return thereto, the Receipt by him of such Rent, Costs, and Fees: Provided always,

Power to the Judges to make Rules as to Payment, &c. of Rent and Taxation of Costs.

that it shall be lawful for the Judges of the Superior Courts in *Dublin*, or any Eight or more of them, of whom the Chiefs of each Court shall be Three, from Time to Time to make Regulations by general Rules and Orders touching the Payment into Court, or to the Sheriff or to the Landlord, or touching the Tender of Rent or Costs in any of the Cases aforesaid, and also touching the Taxation of any such Costs.

The Provisions of the 6 & 7 W. 4. c. 75. as to Civil Bill Ejectments extended to

VII. And whereas by an Act passed in the Session of Parliament holden in the Sixth and Seventh Years of His late Majesty King *William* the Fourth, intituled *An Act to extend the Jurisdiction and regulate the Proceedings of the Civil Bill Courts in* Ireland, it is, amongst other things, enacted, that the respective Assistant Barristers in *Ireland* shall and they are hereby authorized and empowered to hear and

and determine within their respective Jurisdictions all Disputes and Differences respecting the Possession of any Lands, Tenements, or Hereditaments held under any Grant, Lease, or other Instrument for any Term or Interest, the Duration or Extent whereof when originally granted or created did not exceed Three Lives, without any Provision for the Renewal thereof, or a Term of Sixty-one Years determinable on Three Lives, or a Term of Sixty-one Years absolute, and the yearly Rent reserved or payable in respect whereof under such Grant, Lease, or other Instrument shall not exceed Twenty Pounds, and in respect of which no Fine exceeding Fifty Pounds was paid on the granting or Execution of such Grant, Lease, or other Instrument: And whereas the said Enactment does not apply to Disputes respecting the Possession of Lands held under any Grant, Lease, or other Instrument for any Term or Interest, the Duration or Extent whereof when originally granted or created did not exceed Three Lives, with a concurrent Term of Years not exceeding Sixty-one Years; be it therefore enacted, That the said recited Enactment shall be extended to and apply to and include Lands, Tenements, or Hereditaments held under any Grant, Lease, or other Instrument for any Term of Interest, the Duration or Extent whereof when originally granted or created did not exceed Three Lives, with a concurrent Term of Years not exceeding Sixty-one Years, and the yearly Rent reserved or payable in respect whereof under such Grant, Lease, or other Instrument shall not exceed Twenty Pounds, and in respect of which no Fine exceeding Fifty Pounds was paid on the granting or Execution of such Grant, Lease, or other Instrument; and the several Provisions of the said recited Act in relation to Proceedings by Civil Bill as to Disputes and Differences respecting the Possession of Lands, Tenements, and Hereditaments held for the Terms or Interests therein specified shall extend and apply to Lands, Tenements, and Hereditaments held under any Grant, Lease, or other Instrument for any such Term or Interest as in this Enactment specified, as fully and effectually, as to Lands, Tenements, and Hereditaments held for any Term or Interest in the said recited Act specified.

Lands, &c. held under any Grant, &c. for any Term not exceeding 61 Years, and the Rent shall not exceed 20*l.*, &c.

Provisions of recited Act as to Disputes, &c. respecting Possession of Lands extended to those held under any Grant, &c.

VIII. And be it enacted, That it shall be lawful for the Sheriff or his Bailiff or Officer, upon the Consent in Writing of the Lessor of the Plaintiff, or the Plaintiff, or the Attorney for the Plaintiff, to execute any Writ of Habere facias possessionem in any Action of Ejectment or any Civil Bill Decree for the Recovery of the Possession of Lands and Tenements, without removing therefrom or disturbing the Possession or Occupation of any Under-tenant or Occupier who shall at the Time of the Execution of such Writ or Decree sign with his or her Name or Mark, attested by such Sheriff or Officer, an Acknowledgment according to either of the Forms (N° 1 and 2) in the Schedule (A.) to this Act annexed, or as near thereto as the Nature of the Case will admit, which Acknowledgment or Acknowledgments shall be endorsed on or attached to such Writ or Civil Bill Decree, and shall not be subject to any Stamp Duty, and a Copy thereof, if required, shall be delivered by the Sheriff or his Officer under his Hand to the Lessor of the Plaintiff, or the Plaintiff, or his Attorney; and the Execution of any such Writ or

On executing a Writ or Decree for Possession in Ejectment, the Sheriff, upon the Plaintiff's Consent, may deliver Possession without the Removal of the Under-tenants or Occupiers.

Decree in the Manner hereby authorized shall be as valid and effectual to all Intents as if such Writ or Decree had been executed, and the Possession of the Premises had been delivered in common Form of Law; provided that in any such Case, save and except where any such Under-tenant or Occupier shall have attorned as Tenant to the Lessor of the Plaintiff, or the Plaintiff, pursuant to the Form (N° 1) in the Schedule (A.) to this Act annexed, it shall be lawful for the Lessor of the Plaintiff, or the Plaintiff, at any Time within Six Calendar Months from such Execution of such Writ or Decree, provided that in case of an Ejectment or Civil Bill Ejectment for Nonpayment of Rent the Lease or Interest shall not have been in the meantime redeemed, on Application to the Court from which such Writ of Execution or Decree issued, to obtain a Renewal of such Writ or Decree to be again executed at the Cost and Charge of such Lessor of the Plaintiff, or Plaintiff, in common Form of Law as to the whole or as to any Part of the said Lands; and such Renewal shall be without Prejudice to any Right or Interest vested in such Lessor of the Plaintiff, or Plaintiff, by virtue of such first Execution of such Writ or Decree: Provided also, that nothing herein contained shall be construed to prevent any Lessor of the Plaintiff, or Plaintiff, from having any such Writ or Decree executed in common Form of Law, if he shall so think fit.

Ejectments under 6 & 7 W. 4. c. 75. extended to Lands held under Acknowledgments, according to Form (No. 2) in Schedule (A.) to this Act annexed.

IX. And be it enacted, That the several Assistant Barristers in *Ireland* shall and they are hereby authorized and empowered to hear and determine within their respective Jurisdictions all Disputes and Differences respecting the Possession of Lands, Tenements, or Hereditaments held under an Acknowledgment in or substantially according to the Form (N° 2) in the Schedule (A.) to this Act annexed between the Lessor of the Plaintiff in the Ejectment or the Plaintiff in the Civil Bill Decree to which such Acknowledgment shall refer, or on which the same shall be founded, or any Person claiming or deriving under him, and any Occupier who shall have signed as aforesaid such Acknowledgment, or any Person claiming or deriving under him; and the several Provisions of the said Act of the Sixth and Seventh Years of His said late Majesty King *William* the Fourth in relation to Proceedings by Civil Bill as to Disputes and Differences respecting the Possession of Lands, Tenements, and Hereditaments held for the Terms or Interests therein specified shall extend and be applied to the several Cases in this Enactment specified, as far as the same shall be applicable, as fully and effectually as to Cases of Lands, Tenements, and Hereditaments in the said recited Act specified.

In all Cases of Distress for Rent a written Notice of the Rent claimed shall be given.

X. And be it enacted, That in all Cases of Distress for Rent cognizable in any Court, whether superior or inferior, the Person making any such Distress shall at the Time of making such Distress deliver to the Person in possession of the Premises for the Rent of which such Distress shall be made, or, in case there shall not be any Person found in possession, shall affix on some conspicuous Part of such Premises, a Particular in Writing of the Rent demanded, specifying the Amount thereof, the Time or Times when the same accrued, and the Name and Place of Abode of the Person by whom, and (if the

the Person who acts in the making of the Distress be not the Party claiming to be entitled to the Rent for which the Distress is made) the Name of the Person by whose Authority such Distress is made, or otherwise such Distress shall be unlawful and void: Provided always, that if the Person by whom or by whose Authority such Distress shall be made shall be the Party substantially and beneficially entitled to the Rent, such Distress shall not be unlawful or void by reason that the Person having the legal Estate in the Reversion is not named in such Notice: Provided also, that if any such Distress shall be in other respects sustainable and well founded, the same shall not be unlawful or void by reason that the Amount of Rent demanded by such Notice shall not be the exact Amount due if the Mis-statement of such Rent in such Notice shall have been made by Mistake, and without Fraud or Malice, or Want of reasonable Care.

Distress not unlawful on account of Mistakes, &c.

XI. And be it enacted, That in every Case of Distress for Rent a Tender of the Rent in arrear and of the Charges of such Distress at any Time before the Commencement of the Sale of the Property distrained shall be sufficient to stay the Proceedings on such Distress, and to entitle the Person distrained upon to a Return of the Property so distrained; and the Party whose Goods shall be distrained shall be at liberty to plead such Tender in bar to any Avowry or Cognizance, and shall be entitled to recover Damages in an Action on the Case against the Party by whom or by whose Agent or Bailiff the Goods so distrained shall be withheld after such Tender; and for the Purposes of this Act the Bailiff appointed in Writing by the known Agent or Receiver of any Landlord, or of the Person substantially and beneficially entitled to the Rent for which the Distress shall be made, shall be deemed to be the Bailiff of such Landlord or Person so entitled.

In Cases of Distress for Rent a Tender of the Amount before Sale shall be sufficient to stay Proceedings.

XII. And be it enacted, That no Distress for Rent made otherwise than by the Landlord of any Premises, or his known Agent or Receiver in Person, shall be lawful, unless made by virtue of a written or printed Warrant or Order to distrain signed by the Landlord or Person substantially and beneficially entitled to the Rent for which the Distress shall be made, or his known Agent or Receiver, directing the Bailiff or other Person to distrain the Tenant or Tenants, Person or Persons named therein, and bearing upon it the Date when and the Name of the Place at which it is signed, nor unless such Warrant or Order shall be signed within Twenty Days next before the Time when such Distress shall be made: Provided always, that such Warrant or Order to distrain shall be free from the Payment of any Stamp Duty.

No Distress for Rent shall be lawful unless by virtue of a Warrant properly signed.

Warrant free from Stamp Duty.

XIII. And whereas by an Act passed in the Fifty-sixth Year of His late Majesty King *George* the Third, intituled *An Act to amend the Law of* Ireland *respecting the Recovery of Tenements from absconding, overholding, and defaulting Tenants, and for the Protection of the Tenant from undue Distress*, it is enacted, "that it shall be lawful for every Lessor or Landlord in that Part of the United Kingdom of *Great Britain* and *Ireland* called *Ireland*, or his, her, or their Steward, Bailiff, Receiver, or other Person or Persons empowered

The Provisions of the 56 G. 3. c. 88. authorizing the distraining of growing Crops for Rent repealed, except as to any Distress

commenced before the passing of this Act.

empowered by him, her, or them, to take and seize as a Distress for Arrears of Rent all Sorts of Corn and Grass, Hops, Roots, Fruit, Pulse, or other Product whatsoever, which shall be growing on any Part of the Estates so demised or holden as a Distress for Arrears of Rent, and the same to cut, gather, make, cure, carry, and lay up, when ripe, in the Barns or other proper Place on the Premises so demised or holden, and in case there shall be no Barn or proper Place on the Premises so demised or holden, then in any other Barns or proper Place which such Lessor or Landlord, Lessors or Landlords shall hire or otherwise procure for that Purpose, and as near as may be to the Premises, and dispose of the same for Satisfaction of the Rent for which such Distress shall have been taken, and of the Charges of such Distress and Sale, in the same Manner as any other Goods and Chattels distrained for Nonpayment of Rent:" And whereas it is expedient that the said recited Enactment should be repealed; be it therefore enacted, That the said Enactment of the said recited Act shall be and the same is hereby repealed, save and except as to any Distress made or commenced before the passing of this Act.

Party distraining for Rent not deemed a Trespasser ab initio by reason of subsequent Irregularity.

XIV. And be it enacted, That where any Distress shall be made for any Rent justly due, and any Irregularity or unlawful Act shall be afterwards done by the Party distraining, or by his Agents, the Distress itself shall not be therefore deemed to be unlawful, nor the Party a Trespasser, *ab initio*, but the Party aggrieved shall receive full Satisfaction for the special Damage sustained thereby, and no more, in an Action of Trespass or on the Case, and where such Plaintiff shall recover he shall be paid his full Costs: Provided always, that no Tenant shall recover for such Irregularity if Tender of Amends hath been made by the Party distraining, or his Agent, before Action brought.

57 G. 3. c. 93.
7 & 8 G. 4. c. 17.
No Person making any Distress for Rent, Taxes, Rates, &c., where the Sum due shall not exceed 20*l.*, to take other Charges than mentioned in the Schedule annexed, nor to charge for any Act, &c. not done.

XV. And whereas it is expedient to limit and regulate the Costs of Distresses in *Ireland* as it has been done in *England* by an Act passed in the Fifty-seventh Year of His late Majesty King *George* the Third, intituled *An Act to regulate the Costs of Distresses levied for Payment of small Rents*, as amended by an Act of the Seventh and Eighth Years of the Reign of His late Majesty King *George* the Fourth; be it enacted, That from and after the passing of this Act no Person whatsoever making any Distress for Rent, or for any Rates, Taxes, Impositions, or Assessments, where the Sum demanded and due shall not exceed the Sum of Twenty Pounds for and in respect of such Rent or Rates, Taxes, Impositions, or Assessments, save as herein-after provided, nor any Person whatsoever employed in any Manner in making such Distress, or doing any Act whatsoever in the Course of such Distress, or for carrying the same into effect, shall have, take, or receive out of the Produce of the Goods or Chattels distrained upon and sold, or from the Tenant distrained on, or from the Landlord, or from any other Person whatsoever, any other or more Costs and Charges for and in respect of such Distress, or any Matter or Thing done therein, than such as are fixed and set forth in the Schedule (B.) hereunto annexed, and appropriated to each Act which shall have been done in the Course of such Distress;

and

and no Person or Persons whatsoever shall make any Charge whatsoever for any Act, Matter, or Thing mentioned in the said Schedule, unless such Act shall have been really done: Provided always, that in any Case in which a less Amount than the Amount specified in the said Schedule shall have been prescribed by any Act or Acts of Parliament, or shall in pursuance of the Provisions of or the Power given by any Act or Acts of Parliament be specified in the Warrant by which the Distress or Levy shall be made, such less Amount only shall be demanded, taken, or levied for or in respect of such Costs and Charges; any thing in this Act to the contrary notwithstanding.

Party aggrieved by any such Practice may apply to a Justice of the Peace.

XVI. And be it enacted, That if any Person or Persons whatsoever shall in any Manner levy, take, or receive from any Person or Persons whatsoever, or retain or take from the Produce of any Goods sold for the Payment of such Rent or Taxes, Rates, Impositions, or Assessments, any other or greater Costs and Charges than are mentioned and set down in the said Schedule, or make any Charge whatsoever for any Act, Matter, or Thing mentioned in the said Schedule and not really done, it shall be lawful for the Party or Parties aggrieved by such Practices to apply to any One Justice of the Peace for the County, City, Town, and acting for the Division where such Distress shall have been made or in any Manner proceeded in for the Redress of his, her, or their Grievance so occasioned, whereupon such Justice shall summon the Person or Persons complained of to appear before the Justices of the Petty Sessions for such District at a reasonable Time to be fixed in such Summons, and such Justices shall examine into the Matter of such Complaint by all legal Ways and Means, and also hear in like Manner the Defence of the Person or Persons complained of; and if it shall appear to such Justices that the Person or Persons complained of shall have levied, taken, received, or had other and greater Costs and Charges than are mentioned or fixed in the Schedule (B.) hereunto annexed, or made any Charge for any Matter or Thing mentioned in the said Schedule, such Act, Matter, or Thing not having been really done, such Justices shall order and adjudge treble the Amount of the Monies so unlawfully taken to be paid by the Person or Persons so having acted to the Party or Parties who shall thus have preferred his, her, or their Complaint thereof, together with full Costs; and in case of Nonpayment of any Monies or Costs so ordered and adjudged to be paid, such Justices shall forthwith issue their Warrant to levy the same by Distress and Sale of the Goods and Chattels of the Party or Parties ordered to pay such Monies or Costs, rendering the Overplus (if any) to the Owner or Owners, after the Payment of the Charges of such Distress and Sale; and in case no sufficient Distress can be had, such Justices shall, by Warrant under their Hands, commit the Party or Parties to the Common Gaol or Prison within the Limits of the Jurisdiction of such Justices, there to remain until such Order or Judgment be satisfied.

Justice may adjudge treble the Amount of Monies unlawfully taken to be paid, with Costs, which may be levied by Distress.

If no sufficient Distress, Justice may commit the Offender.

Justices may summon Witnesses and administer Oaths.

XVII. And be it enacted, That it shall be lawful for such Justices, at the Request of the Party complaining or complained against, to summon all Persons as Witnesses, and to administer an Oath to them

 touching

touching the Matter of such Complaint, or the Defence against it; and if any Person or Persons so summoned shall not obey such Summons without any reasonable or lawful Excuse, or refuse to be examined upon Oath, or, if a Quaker, Moravian, or Separatist, upon solemn Affirmation, then every such Person so offending shall forfeit and pay a Sum not exceeding Forty Shillings, to be ordered, levied, and paid in such Manner, and by such Means, and with such Power of Commitment, as is herein-before directed as to such Order and Judgment to be given between the Party or Parties in the original Complaint, excepting so far as regards the Form of the Order, and herein-after provided for.

Penalty on refusing to obey such Summons.

If Complaint unfounded, Justice may give Costs to the Party complained against.

No Judgment to be given against any Landlord unless he personally levies the Distress.

Parties not to be barred of other legal Remedies.

XVIII. And be it enacted, That it shall be lawful for such Justices, if they shall find that the Complaint of the Party or Parties aggrieved is not well founded, to order and adjudge Costs not exceeding Twenty Shillings to be paid to the Party or Parties complained against, which Order shall be carried into effect, and levied and paid in such Manner and with like Power of Commitment as is herein-before directed as to the Order and Judgment founded on such original Complaint: Provided always, that nothing herein contained shall empower such Justices to make any Order or Judgment against the Landlord for whose Benefit any such Distress shall have been made, unless such Landlord shall have personally levied such Distress: Provided also, that no Person or Persons who shall be aggrieved by any Distress for Rent, Taxes, Rates, Impositions, or Assessments, or by any Proceedings had in the Course thereof, or by any Costs and Charges levied upon them in respect of the same, shall be barred from any legal or other Suit or Remedy which he, she, or they might have had before the passing of this Act, excepting so far as any Complaint to be preferred by virtue of this Act shall have been determined by the Order and Judgment of the Justices before whom it shall have been heard and determined, and which Order and Judgment shall and may be given in Evidence under the Plea of the general Issue in all Cases where the Matter of such Complaint shall be made the Subject of any Action.

Signature of the Justices Proof of Judgment.

XIX. And be it enacted, That such Orders and Judgments on such Complaint shall be made in the Form in the Schedule (B.) hereunto annexed, and may be proved before any Court by Proof of the Signature of the Justices to such Order and Judgment; and such Orders, as regards Persons who may have been summoned as Witnesses, shall be made in such Form as to such Justices shall seem most fit and convenient.

Brokers and others making any Distress to give Copies of their Charges to the Persons distrained.

XX. And be it enacted, That every Broker, Bailiff, or other Person who shall make and levy any Distress whatsoever shall, if the same shall be demanded by the Party distrained, give a Copy of his Charges, and of all the Costs and Charges of the Distress whatsoever, signed by him, to the Person or Persons on whose Goods and Chattels any Distress shall be levied, although the Amount of the Rent, Taxes, Rates, Impositions, or Assessments demanded shall exceed the Sum of Twenty Pounds, and upon default of so doing he shall be liable to

to forfeit any Sum not exceeding Forty Shillings, to be recovered before any Two Justices of the Peace acting for such District, and levied under the Warrant of such Justices by Distress and Sale of the Goods of the Person so making default.

Printed Copy of certain Clauses of this Act to be hung up in Sessions Houses.

XXI. And be it enacted, That a fair printed Copy of the Clauses of this Act, and of the Schedule (B.) thereto annexed, which regulate or relate to the Costs of Distresses, shall be hung up in some convenient Place in such Halls or Rooms where the Justices of each and every County, County of a City, or County of a Town in *Ireland* hold either their Quarter or Petty Sessions.

Interpretation of Act.

XXII. And be it enacted, That in the Construction of this Act and the Schedules thereto annexed, unless there be something in the Subject or Context repugnant to such Construction, Words importing the Singular Number only shall include the Plural Number, and Words importing the Plural Number only shall include also the Singular Number; Words importing the Masculine Gender only shall include Females; the Word "Landlord" shall extend to any Number of Persons, or to a Body or Bodies Politic, Corporate, Collegiate, Aggregate or Sole, or to any Number of Persons associated together as a Company or Partnership; the Word "Lands" shall extend to Lands, Houses, Tenements, or Hereditaments; and the Term "Assistant Barrister" shall extend to the Chairman of the Sessions of the Peace for the County of *Dublin* and to the Recorder of the City of *Dublin*.

Schedules Part of Act.

XXIII. And be it enacted, That the Schedules to this Act annexed shall be deemed and taken to be Part of this Act.

Act to extend to Ireland only.

XXIV. And be it enacted, That this Act shall extend only to that Part of the United Kingdom called *Ireland*.

Act may be amended, &c.

XXV. And be it enacted, That this Act may be amended or repealed by any Act to be passed in the present Session of Parliament.

SCHE-

SCHEDULES to which the foregoing Act refers.

SCHEDULE (A.)

N° 1.

Form of Attornment by Under-tenants or Occupiers of Lands recovered in Ejectment, upon the Execution of a Writ or Civil Bill Decree for delivering Possession where the Under-tenants attorn as Tenants to the Lessor of the Plaintiff, or Plaintiff.

WHEREAS *A.B.* of hath lately recovered Judgment in Ejectment [*or* obtained a Civil Bill Decree] for the Lands and Tenements in the Tenancy or Occupation of the Persons under named respectively. Now we, whose Names are hereunder subscribed, upon the Execution of the Writ of Possession [*or* Decree, *if by Civil Bill*] in the said Cause, according to the Statute in that Behalf, with the Assent of the said *A.B.* [*or* the Attorney for the Plaintiff] in the said Cause, testified by the said Attorney for the Plaintiff signing these Presents, do hereby severally and respectively attorn and become Tenants to the said *A.B.* of the several Farms, Lands, and Tenements situate at the several Places, and for the Terms, and commencing at the Times mentioned and set opposite to our respective Names in the Schedule hereunder written, and do hereby severally agree to pay such respective Rents for the same, and from such several Periods or Times as in the said Schedule expressed; and we have severally given unto the said *A.B.* or his Agent, the Sum of One Penny, in the Name of Attornment and in part of the said Rents. [*Provided always, that if the said Lands and Tenements shall in due Course of Law be redeemed in pursuance of the Statutes in such Case made and provided, these Presents shall thenceforth be void.]

As witness our Hands this Day of .

Tenants Names.	Farm or Tenement.	Yearly Rent, *or* as the Case may be.	When due.	Term of the Holding.	Commencement of the Term.
		£ s. d.			
C.D.	- -	5 0 0	May 1 and November 1.	One Year [*or for such Term as may be agreed on*].	1 November or 29 September [*or such Day as may be agreed on*].
E.F.	- -	- - -	March 25 and September 29.		
G.H.	- -	1 per Acre	May 1 and November 1.		

Attorney for the Plaintiff.
Sheriff
or
Sheriff's Officer.

Witness,

* This Proviso to be added where the Ejectment or Civil Bill Ejectment shall have been for Nonpayment of Rent.

No. 2.

N° 2.

Form of Acknowledgment by Occupiers of Lands recovered in Ejectment upon the Execution of a Writ or Civil Bill Decree for Delivery of Possession, where the Parties do not agree to an Attornment as Tenants.

WHEREAS *A.B.* of hath lately recovered Judgment in Ejectment [*or* a Civil Bill Decree] for the Lands and Tenements in the respective Tenancy or Occupation of the Persons under named respectively, amongst other Lands and Tenements. Now we, whose Names are hereunder subscribed, upon the Execution of the Writ of Possession [*or* Decree] in the said Cause, according to the Statute in that Behalf, with the Assent of the said *A.B.* [*or* the Attorney for the Plaintiff] in the said Cause, testified by the said Attorney for the Plaintiff signing these Presents, do hereby severally and respectively acknowledge that we respectively hold or occupy the Lands and Tenements now in our respective Occupation as hereunder specified, by the Leave and Licence and for and on behalf of and at the Will of the said *A.B.* and that we will severally and respectively, when required by the said *A.B.* or his authorized Agent or Receiver, deliver up to the said *A.B.* or his authorized Agent or Receiver the Possession of the said Lands and Premises in our respective Occupation as set opposite to our respective Names in the Schedule hereunder written. [*Provided always, that if the said Lands and Premises shall in due Course of Law be redeemed in pursuance of the Statutes in such Case made and provided, these Presents shall thenceforth be void.]

As witness our Hands this Day of .

Occupiers Names.	Farm or Lands.
C.D. - -	Blackacre.
E.F. - -	Whiteacre.
G.H. - -	House and Garden in Whiteacre.

Attorney for the Plaintiff.

Witness,

Sheriff
or
Sheriff's Officer.

* This Proviso to be added where the Ejectment or Civil Bill Ejectment shall have been for Nonpayment of Rent.

SCHEDULE (B.)

As to Costs on Distresses for Rents, or Rates, Taxes, Impositions, and Assessments.

Form of the Order and Judgment of the Justices before whom Complaint is preferred, where the Order and Judgment is for the Complainant.

In the Matter of the Complaint of *A.B.* against *C.D.*, for a Breach of the Provisions of an Act of the Ninth and Tenth Years of Her Majesty Queen Victoria, intituled "An Act" [*here insert the Title of this Act*], we, *E.F.* and *G.H.*, Justices of the Peace for the County of and acting within the District of do order and adjudge that the said *C.D.* shall pay to *A.B.* the Sum of as a Compensation and Satisfaction for unlawful Charges and Costs levied and taken from the said *A.B.* under Distress for Rent, [*or* Rates, Taxes, Impositions, or Assessments, *or as the Case may be*,] and the further Sum of for Costs on this Complaint.

(Signed) *E.F.*
G.H.

Form of the Order and Judgment of the Justices, where they dismiss the Complaint as unfounded, and with or without Costs, as the Case may be.

In the Matter of the Complaint of *A.B.* against *C.D.* for the Breach of the Provisions of an Act of the Ninth and Tenth Years of Her Majesty Queen Victoria, intituled "An Act" [*here insert the Title of this Act*], we, *E.F.* and *G.H.*, Justices of the Peace for the County of and acting within the District of do order and adjudge that the Complaint of the said *A.B.* is unfounded, and the same is hereby dismissed; [*if Costs are given*], and we do further order and adjudge that the said *A.B.* shall pay unto the said *C.D.* the Sum of for Costs.

(Signed) *E.F.*
G.H.

Schedule of the Limitation of Costs and Charges on Distresses for small Rents, or Rates, Taxes, Impositions, or Assessments, not exceeding Twenty Pounds.

	£	s.	d.
Levying Distress - - - - - -	0	2	0
Man in Possession, per Day each (but not exceeding Two in Number, unless upon Information sworn before a Justice that a Rescue or Violence is apprehended) - - - - - - -	0	2	0
All Expences of Advertisements, if any such -	0	5	0
Catalogues, Sale, and Commission, and Delivery of Goods, 1*s.* in the Pound on the net Produce of the Sale, if sold by a licensed Auctioneer; otherwise, 6*d.* in the Pound on the net Produce of the Sale.			

SCHEDULE (C.)

Form of the Certificate of the Clerk of the Peace as to the Lodgment of Money by a Defendant for Rent and Costs in a Civil Bill Ejectment Case.

County of
Division of

Plaintiff [*to be here stated and described as in the Civil Bill*].
Defendant [*to be here stated and described as in the Civil Bill*].

I hereby certify, That *A.B.* of Defendant in this Cause, has [*or* have] this Day deposited with me the Sum of for Rent, and for Costs, pursuant to the Statutes in that Behalf.

Given under my Hand, this Day of .

F. G. { Clerk of the Peace for the County of
or, Deputy.

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