



ANNO VICESIMO TERTIO & VICESIMO QUARTO

# VICTORIÆ REGINÆ.

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C A P. CLIV.

An Act to consolidate and amend the Law of  
Landlord and Tenant in *Ireland*.

[28th *August* 1860.]

**W**HEREAS it is expedient to consolidate and amend the  
Laws relating to Landlord and Tenant in *Ireland*: 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, as follows:

I. In the Construction of this Act the following Words and Ex-  
pressions shall have the Force and Meaning hereby assigned to them,  
unless there be something in the Subject or Context repugnant  
thereto:

Construc-  
tion of  
certain  
Terms in  
this Act.

The Word "Person" or "Party" shall extend to and include any  
Body Politic, Corporate, or Collegiate, whether aggregate or  
sole, and any public Company:

The Word "Lease" shall mean any Instrument in Writing,  
whether under Seal or not, containing a Contract of Tenancy in  
respect of any Lands, in consideration of a Rent or Return:

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The Word "Lands" shall include Houses, Messuages, and Tenements of every Tenure, whether corporeal or incorporeal :

The Word "Acre" shall mean Statute Acre :

The Word "Landlord" shall include the Person for the Time being entitled in possession to the Estate or Interest of the original Landlord, under any Lease or other Contract of Tenancy, whether the Interest of such Landlord shall have been acquired by lawful Assignment, Devise, Bequest, or Act and Operation of Law, and whether he has a Reversion or not :

The Word "Tenant" shall mean the Person entitled to any Lands under any Lease or other Contract of Tenancy, whether the Interest of such Tenant shall have been acquired by original Contract, lawful Assignment, Devise, Bequest, or Act and Operation of Law :

The Expression "perpetual Interest" shall comprehend, in addition to any greater Interest, any Lease or Grant for One or more than One Life, with or without a Term of Years, or for Years, whether absolute, or determinable on One or more than One Life, with a Covenant or Agreement by a Party competent thereto, in any of such Cases, whether contained in the Instrument by which such Lease or Contract is made or in any separate Instrument, for the perpetual Renewal of such Lease or Grant :

The Word "Rent" shall include any Sum or Return in the Nature of Rent, payable or given by way of Compensation for the Holding of any Lands :

The Word "Agreement" shall include every Covenant, Contract, or Condition expressed or implied in any Lease :

The Word "County" shall extend to and include a County of a City, a County of a Town, a City and County, and a Riding of a County :

The Expression "Chairman" shall mean the Chairman of the Quarter Sessions of the County, and shall extend to and include the Recorder of the City of *Dublin* and Borough of *Cork*, and the Recorder of any Borough or Town in *Ireland* under the Act passed in the Third and Fourth Years of Her Majesty's Reign, intituled *An Act for the Regulation of Municipal Corporations in Ireland*, and their Deputies lawfully appointed :

The Expression "Clerk of the Peace" shall extend to and include the Registrar of the Chairman of the Quarter Sessions of the County of *Dublin*, so long as such Registrar shall continue in Office, and the Registrar of Civil Bills for the City of *Dublin*, and also the Acting or Deputy Clerk of the Peace, or Registrar or other Officer discharging the Duties of such Clerk of the Peace or Registrar.

II. In

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II. In citing this Act it shall be sufficient to use the Expression Short Title.  
 “The Landlord and Tenant Law Amendment Act, *Ireland*, 1860.”

III. The Relation of Landlord and Tenant shall be deemed to be founded on the express or implied Contract of the Parties, and not upon Tenure or Service, and a Reversion shall not be necessary to such Relation, which shall be deemed to subsist in all Cases in which there shall be an Agreement by one Party to hold Land from or under another in consideration of any Rent.

*Contract of Tenancy.*

Relation to rest on Contract of Parties.

IV. Every Lease or Contract with respect to Lands whereby the Relation of Landlord and Tenant is intended to be created for any Freehold Estate or Interest, or for any definite Period of Time not being from Year to Year or any lesser Period, shall be by Deed executed, or Note in Writing signed by the Landlord or his Agent thereunto lawfully authorized in Writing.

Contract for definite Periods to be by Deed, or Note in Writing.

V. In case any Tenant or his Representative, after the Expiration or Determination of the Term agreed upon in any Lease or Instrument in Writing, shall continue in possession for more than One Month after Demand of Possession by the Landlord or his Agent, such Continuance shall, at the Election of the Landlord, be deemed to constitute a new Holding of the said Lands from Year to Year, subject to the former Rent and to such of the Agreements contained in the Lease or Instrument as may be applicable to the new Holding.

Continuance after Expiration of Contract.

VI. Every Tenancy from Year to Year shall be presumed to have commenced on the last Gale Day of the Calendar Year on which Rent has become due and payable in respect of the Premises, until it shall appear to the contrary.

Presumed Commencement of Tenancy.

VII. The Estate or Interest of any Tenant under any Lease or other Contract of Tenancy shall not be surrendered otherwise than by a Deed executed, or Note in Writing signed by the Tenant or his Agent thereto lawfully authorized in Writing, or by Act and Operation of Law.

Surrenders to be in Writing.

VIII. The Surrender of any Lease made before or after the passing of this Act for the Purpose of obtaining a Renewal thereof, shall be valid without the Surrender of the Interests of the Under-tenants thereunder; and the Owners of such renewed Lease for the Time being and their Representatives shall have the same Rights and Remedies as against such Under-tenants as he or they would have had or have been entitled to had such Surrender not been executed; and the

Lease may be renewed without Surrender of Under-tenancies.

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the Chief Landlord shall have the same Remedies against the Premises for the Rents and Duties reserved in such new Lease, not exceeding the Rents and Duties reserved by the Lease out of which such Under-tenancies were derived, as he would have been entitled to in case no such Surrender had been executed.

As to Assignment of Estate and Interest of Tenant.

IX. The Estate or Interest of any Tenant in any Lands under any Lease or other Contract of Tenancy shall be assigned, granted, or transmitted by Deed executed, or Instrument in Writing signed by the Party assigning or granting the same, or his Agent thereto lawfully authorized in Writing, or by Devise, Bequest, or Act and Operation of Law, and not otherwise; and in case the said Estate or Interest shall, on the Death of the Tenant, remain undisposed of and without any special Occupant, it shall pass to the personal Representative of the Tenant as Part of the Personal Estate of such Tenant.

Assignment contrary to Agreement.

X. Where any Lease has been or shall be made containing an Agreement restraining or prohibiting Assignment, the Benefit of which has not been waived before the First Day of *June* One thousand eight hundred and twenty-six, it shall not be lawful to assign the Lands or any Part thereof contrary to such Agreement without the Consent in Writing of the Landlord or his Agent thereto lawfully authorized in Writing, testified by his being an executing Party to the Instrument of Assignment, or by an Indorsement on or Subscription of such Instrument.

Assignee liable to Condition against Assignment.

XI. Every Assignee of the Estate or Interest or any Part thereof of any Tenant, by lawful Assignment, or by Devise, Bequest, or Act and Operation of Law, made after the passing of this Act, shall be subject to the Observance of all Agreements in respect of Assignment or subletting to the same Extent as the original Tenant might have been.

Benefit of Covenants and Agreements transferred to Assignee of the Landlord.

XII. Every Landlord of any Lands holden under any Lease or other Contract of Tenancy shall have the same Action and Remedy against the Tenant, and the Assignee of his Estate or Interest, or their respective Heirs, Executors, or Administrators, in respect of the Agreements contained or implied in such Lease or Contract, as the original Landlord might have had against the original Tenant, or his Heir or personal Representative respectively; and the Heir or personal Representative of such Landlord on whom his Estate or Interest under any such Lease or Contract shall devolve or should have devolved shall have the like Action and Remedy against the Tenant, and the Assignee of his Estate or Interest, and their respective Heirs or personal

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sonal Representatives, for any Damage done to the said Estate or Interest of such Landlord by reason of the Breach of any Agreement contained or implied in the Lease or other Contract of Tenancy in the Lifetime of the Landlord, as such Landlord himself might have had.

XIII. Every Tenant of any Lands shall have the same Action and Remedy against the Landlord and the Assignee of his Estate or Interest, or their respective Heirs, Executors, or Administrators, in respect of the Agreements contained or implied in the Lease or other Contract concerning the Lands, as the original Tenant might have had against the original Landlord, or his Heir or personal Representative respectively; and the Heir or personal Representative of such Tenant on whom his Estate or Interest shall devolve or should have devolved shall have the like Action and Remedy against the Landlord, and the Assignee of his Estate or Interest, and their respective Heirs and personal Representatives, for any Damage done to the said Estate or Interest of such Tenant by reason of the Breach of any Agreement contained or implied in the Lease or other Contract of Tenancy in the Lifetime of the Tenant, as such Tenant might have had.

Benefit of Covenants and Agreements transferred to Assignee of the Tenant.

XIV. No Landlord or Tenant, being such by Assignment, Devise, Bequest, or Act and Operation of Law only, shall have the Benefit or be liable in respect of the Breach of any Covenant or Contract contained or implied in the Lease or other Contract of Tenancy, otherwise than in respect of such Rent as shall have accrued due, and such Breaches as shall have occurred or continued subsequent to such Assignment, and whilst he shall have continued to be such Assignee: Provided, however, that no Assignment made by any Assignee of the Estate or Interest of any Tenant shall discharge such Assignee from his Liability to the Landlord, unless and until Notice in Writing of the Particulars of such Assignment shall have been given to the Landlord.

Liability of Assignee to cease after Assignment over.

XV. Every Tenant, being an Assignee as aforesaid, who shall have assigned his Estate or Interest in the Lease or other Contract of Tenancy in the Interval between Two Gale Days, shall, notwithstanding such Assignment, be liable as Assignee to the Payment of the Rent and the Performance of the Agreements contained in the Lease or other Contract up to and including the Gale Day next following the Service of Notice of the said Assignment.

Assignee liable till End of accruing Gale.

XVI. From and after any Assignment hereafter to be made of the Estate or Interest of any original Tenant in any Lease, with the Consent of the Landlord, testified in manner specified in Section Ten, the Landlord so consenting shall be deemed to have released

Adoption of Assignee, Discharge of Tenant from Covenants.

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and discharged the said Tenant from all Actions and Remedies at the Suit of such Landlord, and all Persons claiming by, through, or under him, in respect of any future Breach of the Agreements contained in the Lease, but without Prejudice to any Remedy or Right against the Assignee of such Estate or Interest.

Fixtures of Trade or Agriculture erected by the Tenant may be removed.

XVII. Personal Chattels, Engines, and Machinery, and Buildings accessorial thereto, erected and affixed to the Freehold by the Tenant at his sole Expense, for any Purpose of Trade, Manufacture, or Agriculture, or for Ornament, or for the domestic Convenience of the Tenant in his Occupation of the demised Premises, and so attached to the Freehold that they can be removed without substantial Damage to the Freehold or to the Fixture itself, and which shall not have been so erected or affixed in pursuance of any Obligation or in violation of any Agreement in that Behalf, may be removed by the Tenant, or his Executors or Administrators, during the Tenancy, or when the Tenancy determines by some uncertain Event, and without the Act or Default of the Tenant, within Two Calendar Months after such Determination, except so far as may be otherwise specially provided by the Contract of Tenancy; provided that the Landlord shall be entitled to reasonable Compensation for any Damage occasioned to the Premises by such Removal.

*Sub-letting.*  
Sub-letting contrary to Agreement to be void.

XVIII. When any Lease has been or shall be made containing an Agreement against sub-letting or against letting in Conacre, the Benefit of which has not been waived before the First Day of *June* One thousand eight hundred and twenty-six, it shall not be lawful for the Tenant to sub-let the said Lands or any Part thereof, or, in case of an Agreement against letting in Conacre, to let the same in Conacre, without the express Consent in Writing of the Landlord or of his Agent thereto lawfully authorized, testified by his being a Party to the Instrument of Sub-lease, or by an Indorsement on or Subscription of such Instrument, "or by a Note in Writing signed by such Landlord or his Agent," and no Receipt of Rent by any Landlord or his Agent shall be deemed to be a Waiver of any such Agreement against sub-letting.

Sub-letting with Consent to free Sub-tenant from double Charge.

XIX. Where any Sub-letting shall take place with the Consent of the Landlord given in manner aforesaid, except in the Case of a Building Lease, and the Sub-tenant shall have paid and satisfied the Rent or any Part thereof due from him to the Tenant or his Representatives, the Receipt of such Tenant or his Representatives shall be a full Discharge to such Sub-tenant and the Lands sub-let, as against the Landlord so consenting, in respect of all Rent issuing out of the same  
and

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and theretofore due, except so much, if any, as remains due from the Sub-tenant; provided the Landlord shall not have previously served the Notice upon the Default herein-after mentioned: Provided always, that such Discharge to such Sub-tenant shall be without Prejudice to the Landlord's Remedies for the Balance of his Rent against the Tenant or his Representatives and the other Premises out of which such Rent shall accrue due.

XX. Where any Tenant sub-letting shall neglect to pay to his Landlord the Rent payable in respect of the Lands comprised in the Lease, it shall be lawful for the Landlord, or his Agent lawfully acting in that Behalf, after and as often as One Gale of such Rent shall have accrued due and remained unpaid for the Space of One Month, to give Notice in Writing to the Sub-tenant, requiring him to pay to the Landlord so much of the Rent payable by such Sub-tenant to the Tenant under whom he holds as may be sufficient to discharge the Gale or Gales stated in such Notice to be due from the Tenant to the Landlord, such Notice to be delivered to the Sub-tenant, or left at his usual Place of Abode with some Member of his Family above the Age of Sixteen Years; and thereupon such Sub-tenant shall be liable to pay to the Landlord all Rent that may accrue due after the Receipt of such Notice, or so much thereof as may be sufficient to discharge such Gale or Gales; and the Receipt of the Landlord or his Agent shall be a full Discharge to the Sub-tenant against the Tenant in respect of all Rent so paid; and the said Landlord and his Representatives shall be entitled to all such Rights and Remedies for the enforcing Payment of such Rent as the said Tenant so sub-letting might have had.

Landlord's  
Notice to  
Sub-tenant  
to pay Rent  
to him.

XXI. Where any Tenant sub-letting shall neglect to pay his Landlord the Rent payable in respect of the Lands comprised in the Lease, it shall be lawful for the Sub-tenant, after and often as any One Gale of such Rent shall have accrued due and remain unpaid to such Landlord, and before any Action brought by such Tenant against the Sub-tenant, voluntarily to make Payment of so much of the Rent due by such Sub-tenant to such Tenant as may be sufficient to discharge such Gale or Gales; and the Receipt of the Landlord or his Agent shall be a full Discharge to the Sub-tenant against the Tenant in respect of all Rent so paid.

Sub-tenant's  
Election to  
pay Rent to  
Landlord.

XXII. When any Sub-letting shall take place with such Consent as aforesaid, it shall not be deemed a general Waiver of the Benefit of the Agreement against sub-letting.

Provision  
for Sub-  
letting with  
Consent.

XXIII. In

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*Evidence.*  
 Proof of  
 Contents of  
 Lease.

XXIII. In all Actions, Suits, and Proceedings, Proof by or on behalf of any Landlord of the Perfection of the Counterpart of any Lease shall be equivalent to Proof of the Perfection of the original Lease; and in case it shall appear that no Counterpart existed, or that the Counterpart has been lost, destroyed, or mislaid, Proof of a Copy of the original Lease or Counterpart, as the Case may be, shall be sufficient Evidence of the Contents of the Lease, as against the Lessee or any Person claiming from or under him.

Proof of  
 Landlord's  
 Title, when  
 derivative.

XXIV. In all Actions, Suits, and Proceedings brought by or against any Person claiming to be Landlord otherwise than by original Contract, after Proof of the original Lease or Contract, it shall be sufficient *primâ facie* Evidence of the Title of such Person as Landlord, as to all Parties in the said Suit or Proceeding, to prove that he has for One Year at least, or that the Person under whom immediately he derives his Title has for One Year at least, and within Three Years before the Transmission of such Title, received the Rent of the Lands in respect of which such Action, Suit, or Proceeding shall be brought from a Party in possession thereof.

*Mines, &c.,  
 Rights and  
 Reservations.*

Tenant in  
 Fee-farm  
 not impeach-  
 able of  
 Waste.

XXV. No Tenant of any Lands entitled to any perpetual Interest under any Lease or Grant made after the First Day of *January* One thousand eight hundred and sixty-one shall be impeachable of any Waste, other than fraudulent or malicious Waste, except in so far as such Tenant shall, by any Agreement contained in the Lease or Grant, be prohibited from doing or permitting any Act: Provided that no Fee-farm Grant made under the "Renewable Leasehold Conversion Act," or any renewed Lease executed after the First of *January* One thousand eight hundred and sixty-one, in pursuance of an Agreement for Renewal contained in a Lease made before the passing of this Act, shall be deemed to be a perpetual Interest made after the First Day of *January* One thousand eight hundred and sixty-one within the Meaning of this Section.

Tenant of  
 lesser In-  
 terest not  
 to open  
 Mines or  
 Quarries.

XXVI. No Tenant of any Lands holden for any Estate or Interest less than a perpetual Estate or Interest, made after the First Day of *January* One thousand eight hundred and sixty-one, by virtue of any Lease or Contract, shall, without the previous Consent in Writing of the Landlord, being a Person competent to grant such Licence, or of his Agent duly authorized to act on his Behalf, open, dig for any unopened Mines, Minerals, or Quarries, or (except as herein-after provided) remove the Soil or Surface or Subsoil of the said Lands, or permit or commit any other Manner of Waste thereon, unless the said Lands shall have been, in express Terms, leased for the Purpose or with the Permission of being so used and enjoyed.

XXVII. Where



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XXVII. Where any Lease shall be made on or after the First Day of *January* One thousand eight hundred and sixty-one of Lands containing any Mines or Minerals which at the Time of the making of such Lease shall have been opened or worked, it shall be lawful for the Tenant thereof to enter upon and follow, and to work and dig for, and remove the said Mines or Minerals, whether they shall have been granted by Name or not in the said Lease, unless by the said Lease it shall be otherwise provided.

Tenant may work Mines already opened.

XXVIII. Where any Lease or Demise shall be made on or after the First Day of *January* One thousand eight hundred and sixty-one of Lands containing any Quarries or Beds of Stone, Limestone, Sand, Marl, Gravel, or Clay, which at the Time of the making of such Lease shall have been opened or worked, it shall be lawful for such Tenant, unless by the said Lease otherwise provided, to work, dig for, and use such Quarries or Beds so far as may be necessary or useful for the Purposes of Agriculture and good Husbandry, and the lawful Erection or Repair of any necessary Buildings on the said Lands, but not for any Purpose of Trade or Manufacture, or for Profit or Sale, unless the Right so to use and enjoy the same shall have been expressly granted in Writing by the Landlord being competent so to grant as aforesaid.

Tenant may work Quarries already open, but not for Profit or Sale.

XXIX. Where any Lease or Demise shall be made on or after the First Day of *January* One thousand eight hundred and sixty-one of Lands containing Turf Bog, unreclaimed and unprofitable for Agriculture, or where any Lease shall be so made giving a Right of Turbary on the Premises, or conferring a Right of Common of Turbary on Premises not comprised in the Lease, it shall be lawful for the Tenant, unless by the said Lease it be specially provided to the contrary, to cut, use, and enjoy the said Turf Bog, so far as shall be necessary for the *bonâ fide* Use on the demised Premises of the Tenant and his lawful Sub-tenants, but not for any Purpose of Trade or Manufacture, or for Profit or Sale, unless the Right so to use and enjoy the same shall have been expressly granted in Writing by the Landlord being competent so to grant as aforesaid.

Tenant may cut Turf, but not for Sale.

XXX. No Tenant under any Lease or other Contract of Tenancy conferring an Estate or Interest less than a perpetual Estate or Interest shall burn or permit to be burned the Soil or Surface of the Land, or any Part thereof, without the previous Consent in Writing of the Landlord, being a Person competent to grant such Licence, under a Penalty not exceeding Twenty Pounds for each Statute Acre or any fractional Part of an Acre on which such burning shall take place, to be recoverable by the immediate Land-

Tenant shall not burn Land.

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lord by Civil Bill Action in the County in which the Tenant usually resides, or in the County in which the Lands or any Part of them are situate, at the Election of the Landlord.

Tenant shall not cut or lop Trees.

XXXI. No Tenant of any Lands holden under any Lease or other Contract of Tenancy conferring an Estate or Interest less than a perpetual Estate or Interest, and made on or after the First Day of *January* One thousand eight hundred and sixty-one, shall cut down, top, lop, or grub any Tree or Wood growing on the said Lands, unless such Tenant shall be authorized thereto by Covenant or Agreement in the Lease under which the Lands are holden, if there be a Lease, or unless such Tenant shall have the previous Consent in Writing of the Landlord competent to give such Consent for that Purpose, or shall have been lawfully required so to do, under a Penalty not exceeding Five Pounds for each Tree cut down, topped, lopped, or grubbed, to be recoverable by the immediate Landlord by Civil Bill Action in the County in which the Tenant usually resides, or in the County in which the Lands or any Part of them are situate, at the Election of the Landlord: Provided that nothing in this Provision contained shall affect any Right which any Tenant may lawfully exercise or enjoy in respect of Trees duly registered and belonging to such Tenant, or in respect of Willows, Osiers, or Sallows, under any Act in force in *Ireland*.

Where Mines reserved, Landlord may work or lease the Mines.

XXXII. Where Lands shall be granted or leased for any Estate or Interest, excepting thereout the Mines and Minerals upon the demised Premises, it shall be lawful for the Person entitled to the Rent thereof, in Fee Simple, Fee Farm, Fee Tail, or for Life, with immediate Remainder to his own Issue, to open, dig for, and work all Mines and Minerals found in or upon the said Lands, and to carry away the Ore thereof, or to lease the same to any Person or Persons for any Term within the leasing Power of such Person in respect of Mines and Minerals; and such Owner or his Lessee shall have full Liberty to enter on the said Lands, and to build and make all Houses, Railways, Tramways, and Conveniences necessary for the Purpose of mining, and to employ all Streams on the said Land not previously occupied, making to the Tenant of said Lands such yearly or other Compensation or Allowance for the Damage sustained by reason of such digging of the Ore, or building the said Houses, or otherwise using of the said Lands or Streams, as shall be agreed upon between the said Parties, or in case they shall not agree, then such Compensation or Allowance as shall be ascertained by the Chairman of the County upon a Civil Bill Action brought for that Purpose with the same Incidents as in ordinary Civil Bill Process: Provided, however, that no Person shall search for, open, or work any Mine or Mineral,

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Mineral, by virtue of this Act, on any Spot of Ground on which any Church or other Place of Worship, Graveyard, Cemetery, or Public School shall be situate, nor within Thirty Yards thereof, nor upon any Spot of Ground on which any House, Outhouse, Garden, Orchard, or Avenue shall be situate, without the Consent of the Tenant in possession thereof first had and obtained.

XXXIII. Where such Parties shall not agree upon the Amount of Compensation to be paid for the Injury sustained by the Entry on or Use of Lands for the Purpose of mining in manner aforesaid, it shall be lawful for the Party claiming such Compensation to bring a Civil Bill Action for the Amount claimed before the Chairman of the County in which the Lands or the greater Part of them are situate, and the Chairman shall, with the Assistance of a Jury on their Oaths as aforesaid, make such Decree or Dismiss thereon, and subject to the like Appeal as in ordinary Cases of Civil Bill Actions for Injuries sustained.

Compensation to be ascertained by the Chairman.

XXXIV. Where the Lease or Tenancy of any Farm or Lands (held at Rackrent) shall determine by the Death or Cesser of the Estate of any Landlord entitled for his Life or for any other uncertain Interest, or by the Death of the Lives in the Tenant's Lease, or by the happening of any Contingency whereby such Lease or Tenancy shall determine without the Act or Default of the Tenant, the Tenant in occupation, in lieu of the Right to Emblements, where such Right shall exist, shall, if he think proper so to do, continue to hold and occupy such Farm or Lands until the last Gale Day of the current Year in which such Tenancy shall determine, and shall then quit upon the Terms of his Lease or Holding, in the same Manner as if such Lease or Tenancy were then determined by Effluxion of Time or other lawful Means, during the Continuance of his Landlord's Estate; and the Landlord or succeeding Landlord or Owner shall be entitled to recover Rent from the Tenant in the same Manner as if the Tenant's Interest had only determined on such Gale Day; and the Landlord, or the succeeding Landlord or Owner, and the Tenant respectively, shall, as between themselves and as against each other, be entitled to all the Benefits and Advantages, and be subject to all the Terms, Conditions, and Restrictions, to which the Landlord or preceding Landlord or Lessor and such Tenant respectively would have been entitled and subject in case the Lease or Tenancy had determined in manner aforesaid at the Expiration of such current Year: Provided always, that no Notice to quit shall be necessary or required by or from either Party to determine any such Holding and Occupation as aforesaid.

Tenant, in lieu of Emblements, shall continue to hold until last Gale Day of current Year.

XXXV. Where

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*Prevention  
of Waste,  
and Law of  
Repairs.*

Magistrate's  
Precept to  
restrain  
Waste.

XXXV. Where any Person shall be in possession of Lands, or of any Dwelling House, Outhouse, or Buildings, as Tenant thereof, or as a Servant or Caretaker of any Owner, or having obtained the Possession thereof from any such Tenant, Servant, or Caretaker, and the Landlord or Owner or other Person interested in the Preservation of the Premises, or any Agent acting on his Behalf, shall, by Affidavit, satisfy any Justice of the Peace of the County, not being a Party interested in the said Premises, (who is hereby authorized and required to take such Affidavit,) that there exists probable and just Grounds of Suspicion that such Person is about to commit or to permit or suffer any unlawful Waste, Injury, Alteration, Destruction upon, or Removal from any such Dwelling House, Outhouse, or other Building, or intends unlawfully to burn or break up any Part of the Soil or Surface or Subsoil of the Lands, or unlawfully to remove the Soil or Surface or Subsoil of the said Lands, or unlawfully to cut down, top, lop, or grub any Trees, Woods, or Underwoods growing on the said Lands, or otherwise use or misuse the Premises or any Part thereof, contrary to his Agreement, or that he is in the Act of doing or suffering any of the aforesaid Matters, it shall be lawful for such Justice of the Peace to issue his Precept in Writing under his Hand and Seal, stating that Information had been received that such Waste or Injury is intended to be or is in the Act of being done or permitted, and commanding all such Persons and all other Persons whomsoever to desist from such Waste or Injury, and not to continue the same until special Leave and Authority for that Purpose shall be first procured from the Magistrate who shall have signed such Precept, or until the Subject Matter of the said Information be inquired into at the next Petty Sessions of the District in which the said Premises are situate, or such other Time as may be therein mentioned; and such Precept may be according to the Form No. 1. in the Schedule (A.) to this Act annexed, and shall be served on every or any Person by whom it shall be suspected that such Waste or Injury is intended to be or is being committed, by delivering a Copy thereof to such Person, if he can be found, and if not, by affixing a Copy thereof on the principal Door or Entrance to the Dwelling House, Outhouse, or other Building, and if there be no such House or Building, on some conspicuous Part of the Premises; and the said Persons shall and may attend at the Petty Sessions, and such Order may be made thereat by the Court of Petty Sessions for annulling or continuing for a limited Period the said Precept, or otherwise as may be agreeable to Justice.

Punishment  
of Dis-  
obedience of  
Precept.

XXXVI. If any Person shall, after the Service or posting of such Precept, in disobedience thereto, without such Leave and Authority as aforesaid, proceed with or continue to do the Act prohibited by such

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such Precept, or wilfully aid, abet, or assist in so doing, he shall, on Conviction thereof before Two or more Justices of Peace at Petty Sessions, be liable to be imprisoned for a Period not exceeding One Calendar Month; and all the Provisions of the "Petty Sessions (Ireland) Act" respecting summary Convictions before Justices at Petty Sessions, and respecting Appeals therefrom, shall be applicable to every Conviction under this Section.

XXXVII. It shall be lawful for any of the Superior Courts of Law or Equity in *Ireland*, or any Judge thereof, or for the going Justices of Assize, or One of them, or for the Chairman presiding in the County, on a summary Application on behalf of any Person aggrieved by any such Precept, Order, or Conviction, of which due Notice shall be given to the opposite Party, to annul or vary any such Precept granted by any Justice of the Peace, or any Order or Conviction made at Petty Sessions in relation thereto, and to award as between the Parties a reasonable Sum for the Costs occasioned by the procuring and sustaining, or annulling or varying, the said Precept, or Order or Conviction, and reasonable Compensation for any Loss or Damage caused by the procuring such Precept or Order.

Annulling  
Precept of  
Magistrate.

XXXVIII. It shall be lawful for the Landlord of any Premises holden under Lease or other Contract of Tenancy made on or after the First Day of *January* One thousand eight hundred and sixty-one, upon which any Waste, Misuser, or Destruction shall have been committed or suffered, and his Agent lawfully authorized, at any reasonable Time to enter upon the Premises so wasted or misused, and to inspect and, if necessary, to survey the same for the Purpose of ascertaining the Nature and Extent of any Waste or Injury done, or the Quantity of Land burned contrary to the Provisions of this Act; and if any Person shall hinder or obstruct such Landlord or Agent in making such Entry, Inspection, or Survey, he shall forfeit to the said Landlord a Sum not exceeding Ten Pounds, to be recovered by Civil Bill Action in the same Manner and with the like Appeal as in ordinary Cases of Civil Bill Actions.

Landlord  
may enter to  
inspect  
Waste.

XXXIX. Nothing in this Act contained shall deprive any Landlord or Owner of any Lands of any other Remedy, either at Law or in Equity, which he might previously have had or pursued against any Person for any Injury sustained by such Landlord or other Person, or for preventing such Injury.

Ordinary  
Civil  
Remedies  
preserved.

XL. If any Dwelling House or other Building constituting the substantial Matter of the Demise, and holden by any Tenant under any Lease or other Contract of Tenancy not containing an express Covenant

Destruction  
of Subject of  
the Lease to  
determine  
the Tenancy.

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nant or Agreement binding on the Tenant to repair the same, shall be destroyed, become ruinous and uninhabitable, or incapable of beneficial Occupation or Enjoyment, by accidental Fire or other inevitable Accident, and without the Default or Neglect of the said Tenant, it shall be lawful for such Tenant to surrender the said Premises, and on tendering the said Surrender, and on Payment of all Rent and Arrears due or accruing due, or tendering the same, the said Tenant shall be thenceforth discharged from all Obligation to pay the Rent or perform the Covenants and Conditions in the Lease thenceforward.

*Covenants and Conditions.*

Covenants implied on behalf of Landlord.

XLI. Every Lease of Lands or Tenements made after the Commencement of this Act shall (unless otherwise expressly provided by such Lease) imply an Agreement on the Part of the Landlord making such Lease, his Heirs, Executors, Administrators, and Assigns, with the Tenant thereof for the Time being, that the said Landlord has good Title to make such Lease, and that the Tenant shall have the quiet and peaceable Enjoyment of the said Lands or Tenements without the Interruption of the Landlord or any Person whomsoever during the Term contracted for, so long as the Tenant shall pay the Rent and perform the Agreements contained in the Lease to be observed on the Part of the Tenant.

Covenants implied on behalf of the Tenant.

XLII. Every Lease of Lands or Tenements made after the Commencement of this Act shall (unless otherwise expressly provided by such Lease) imply the following Agreements on the Part of the Tenant for the Time being, his Heirs, Executors, Administrators, and Assigns, with the Landlord thereof; that is to say,

1. That the Tenant shall pay, when due, the Rent reserved and all Taxes and Impositions payable by the Tenant, and shall keep the Premises in good and substantial Repair and Condition:
2. That the Tenant shall give peaceable Possession of the demised Premises, in good and substantial Repair and Condition, on the Determination of the Lease (Accidents by Fire without the Tenant's Default excepted), subject, however, to any Right of Removal (or of Compensation for Improvements) that may have lawfully arisen in respect of them, and to any Right of Surrender in case of the Destruction of the Subject Matter of the Lease as herein-before mentioned.

Waiver and Dispensation of Covenants.

XLIII. Where any Lease made after the Commencement of this Act shall contain or imply any Condition, Covenant, or Agreement to be observed or performed on the Part of the Tenant, no Act hereafter done or suffered by the Landlord shall be deemed to be a Dispensation with such Condition, Covenant, or Agreement, or a Waiver of the Benefit of the same in respect of any Breach thereof, unless

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unless such Dispensation or Waiver shall be signified by the Landlord or his authorized Agent in Writing under his Hand.

XLIV. The Surrender to or Resumption by a Landlord, or Eviction of any Portion of the Premises demised by a Lease, shall not in any Manner prejudice or affect the Rights of the Landlord, whether by Action, or Entry, or Ejectment, as to the Residue of said Premises.

Surrender of Portion of Premises not to prejudice Rights of Landlord.

XLV. Every Person entitled to any Rent in arrear, whether in his own Right or in right of his See, Dignity, Benefice, or Corporation, or in right of his Wife, or as Executor or Administrator of any Party deceased, under any Lease or other Contract of Tenancy, whether of Freehold or for Years or both, and whether the Estate or Interest in such Lease or Contract shall be continuing or not, shall be entitled to recover such Arrear from the Tenant of such Lands at the Time of the accruing of the said Rent, or his Executors or Administrators, by an Action in any of the Superior Courts of Law at *Dublin*, or, where the Amount shall not exceed the Sum of One hundred Pounds, by Civil Bill Action in the Court of the Chairman of the County or Riding in which the Lands or any Part of them shall be situate.

Actions for Rent.

Action for Rent in arrear.

XLVI. Every Person entitled to any Lands, and who shall suffer the said Lands to be holden or occupied by any Person under an Agreement not specifying or determining the Amount of Rent, shall be entitled to recover a reasonable Satisfaction for the Use and Occupation of the said Premises holden or occupied by the said Person in an Action in any of the Superior Courts of Law at *Dublin*, or where the Amount shall not exceed the Sum of One hundred Pounds, by Civil Bill Action in the Court of the Chairman of the County in which the Lands or any Part of them shall be situate.

Action for Use and Occupation.

XLVII. Every Receipt or Acknowledgment for Rent or for Money paid on account thereof, and given on or after the First Day of *January* One thousand eight hundred and sixty-one, shall specify the Gale for or on account of which the same was accepted and paid, and in default thereof such Money shall, in any Action, Suit, or Proceeding whatsoever, be deemed to have been paid and accepted for and on account of the Gale of Rent which became due upon the Gale Day immediately preceding the Date of such Payment, and shall be *prima facie* Evidence that all previously accrued Gales have been satisfied.

Receipts to apply to last Gale.

XLVIII. All Claims and Demands by any Landlord against his Tenant in respect of Rent shall be subject to Deduction or Set-off in respect of all just Debts due by the Landlord to the Tenant.

Set-off against Rent.

XLIX. In

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Apportionment of Rent where Lease has Continuance.

XLIX. In case any Landlord, being Tenant in Fee or for any lesser Estate, shall die before the Day on which the Rent reserved in any Lease or other Contract of Tenancy, or on any Parol Tenancy from Year to Year, shall have or shall become payable, and such Lease, Contract, or Tenancy shall have Continuance notwithstanding such Death, the Rent shall be apportioned in such Manner that the Executors, Administrators, or Assigns of such Landlord shall be entitled to a proportionate Part of such Rent according to the Time during which the said Rent was accruing due before such Death, including the Day on which such Death shall have happened, making all just and fair Allowances in respect of the proportionate Part of the Charges on said Lands: Provided that the Person liable to pay such Rent shall not be resorted to for any apportioned Part thereof specifically, but that the entire Rent shall be received and recovered by the Person who but for such Apportionment would have been entitled to the entire Rent, and such Proportion shall be received and recovered from such Person by the Parties entitled to the same under this Act.

Providing for Cases not coming within the Provisions of Clause 34.

L. In every Case not coming within the Provisions of Clause Thirty-four, when the Tenancy determines, otherwise than by the Act of the Landlord, at any Time before the Day on which the Rent would become payable, the Landlord at the Time of such Determination (unless it is otherwise agreed) shall be entitled to a reasonable Proportion of the Rent according to the Time that has elapsed from the Commencement of the Tenancy, or the last Gale Day, to the Day of the Determination of such Tenancy, including such Day.

No Distress for more than One Year's Rent.

LI. From and after the Commencement of this Act, it shall not be lawful for any Landlord, or any one on his Behalf, to take or seize any Distress for Rent which became due more than One Year before the making of such Distress.

Ejectment for Year's Rent unpaid.

LII. Whenever a Year's Rent shall be in arrear in respect of Lands held under any Fee Farm, Grant, Lease, or other Contract of Tenancy, or from Year to Year, and whether by Writing or otherwise, it shall be lawful for the Landlord immediately thereon, and before the Expiration of the Time, if any, limited for Re-entry thereupon in any Lease or Agreement, to proceed by Ejectment for the Recovery of the Possession of the said Lands in any of the Superior Courts of Law at *Dublin*, or, where the Rent shall not exceed One hundred Pounds by the Year, in the Court of the Chairman of the County in which the Lands or any Part thereof are situated; and the Plaintiff's Right to sue as such Landlord shall not be defeated by Proof merely that the legal Estate in the Rent or Lands is vested in



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in any other Person not a Party to such Suit or Proceeding, but who would be a Trustee for the Plaintiff, provided that the Plaintiff was at the Time of the Institution of such Suit or other Proceeding the Person substantially and beneficially entitled to the said Rent.

LIII. In any Ejectment under this Act it shall not be necessary to allege or prove the making of any Demand or Re-entry, or the Existence of any Clause or Condition of Re-entry in the Lease or other Contract, or of any legal Reversion expectant on the Determination of the same, and subsisting in the Landlord, provided a Tenancy between the Parties shall appear to exist, whether by original Contract, or by lawful Assignment, Devise, Bequest, or Act and Operation of Law.

Reversion and Fictions unnecessary.

LIV. Every Civil Bill of Ejectment for Nonpayment of Rent under this Act may be according to the Form No. 2. in the Schedule (A.) to this Act annexed, and it shall be lawful for the Chairman, on Proof of the Service of such Civil Bill in the Manner herein-after directed, and that a Sum equal to One full Year's Rent, not exceeding the Rate of One hundred Pounds by the Year after all just and fair Allowances, was due when such Proceeding by Civil Bill was commenced, and still remains due to the Landlord, to decree the said Landlord to be put into possession of the said Premises, and to ascertain the Amount of the Rent then due.

Form of Civil Bill for Nonpayment of Rent as in Sched. (A.)

LV. In any Ejectment for Nonpayment of Rent brought by any Landlord under this Act, it shall not be necessary to serve with the Summons and Plaint in Ejectment, or with Civil Bill Process, any Person other than the Person or Persons in the actual Possession of the Lands as Tenant or Under-tenant.

Who to be served with Summons and Process in Ejectment.

LVI. Service of the Summons and Plaint or Civil Bill Process in Ejectment for Nonpayment of Rent on any Person in the actual Possession as Tenant or Under-tenant of the Premises sought to be recovered, or any Part of them, shall be effected either by personal Service of the Summons and Plaint or Civil Bill Process on such Tenant or Under-tenant at any Place in *Ireland*, or by leaving a Copy thereof with the Wife, Child, Father, Mother, Brother, or Sister of the Party, or with any Servant or Clerk of the said Party, at his Dwelling House or Office or Place of Business (the Person with whom such Copy shall be left being of the Age of Sixteen Years or upwards), or in such other Manner as shall appear to the Court or Judge thereof to be sufficient.

Service on Persons in possession.

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Service  
where no  
Person in  
possession.

LVII. In case there shall be no Person in the actual Possession of the Premises as Tenant or Under-tenant on whom Service of such Summons and Plaint or Civil Bill Process in Ejectment can be effected, it shall be lawful instead thereof to affix a Copy of such Summons or Civil Bill Process on some conspicuous Part of the Premises, and also on the usual Place for affixing Notices in the nearest Market Town to the said Lands: Provided, however, that in such Case, before any Decree or Judgment by Default shall be given, the Court or a Judge shall be satisfied that there was no Person in actual Possession on whom other Service might have been effected: Provided also, that in case of an Ejectment for Nonpayment of Rent reserved upon any Lease of Tithes, Tithe Rentcharge, or other Ecclesiastical Dues, the Court in which the Ejectment is brought may order Service to be made by posting the Ejectment upon the Church Door of the Parish or Union of Parishes wherein such Tithe, Tithe Rentcharge, or Ecclesiastical Dues are payable, and if there be no such Church in the Parish or Union of Parishes, upon some public and conspicuous Place in the said Parish or Union.

Judgment  
and Decree  
by Default.

LVIII. In any Ejectment for Nonpayment of Rent brought in any of the Superior Courts of Law, when the Tenant shall not take Defence to the Ejectment, the Affidavit of the Landlord, his Agent, Receiver, or Clerk, stating the Amount of Rent due at the Time of the bringing of the Ejectment, over and above all just and fair Allowances, shall be sufficient Evidence of the Amount due, and shall when the same amounts to or exceeds One Year's Rent entitle the Landlord to Judgment for the Possession of the Premises, provided an Affidavit of the Service of the Summons and Plaint in such Ejectment shall have been duly filed, according to the Practice of such Court.

Defence to  
Civil Bill.

LIX. Every Defendant in a Civil Bill Ejectment under this Act shall be entitled to every Defence at the Hearing of such Civil Bill which he might have had at Law or in Equity.

Summons  
and Process  
to state  
Amount  
of Rent  
claimed.

LX. Every Summons and Plaint in Ejectment in the Superior Courts, and Civil Bill Process in Ejectment in the Court of the Chairman, for Nonpayment of Rent, shall contain or have endorsed thereon a Statement of the Amount claimed to be due by the Landlord for Rent after all just and fair Allowances up to the Time of the bringing of such Ejectment, and the Times at which such Rent accrued due, and that if the Amount thereof, together with a Sum for Costs, not exceeding in the Case of such Summons and Plaint One Pound Ten Shillings, and in the Case of a Civil Bill Process

Ten

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Ten Shillings, be paid to the Plaintiff or his Attorney or known Agent or Receiver within Ten Days from the Service of such Summons or Process, all further Proceedings will be stayed; and upon Payment or Tender within the Time so mentioned of the Sum so claimed, and Costs, to the Plaintiff or his Attorney or known Agent or Receiver, all further Proceedings in respect of the Rent then claimed shall cease and be stayed accordingly.

LXI. It shall be lawful for any Defendant in a Civil Bill Ejectment for Nonpayment of Rent disputing the Amount of Rent claimed to be due, at any Time not later than Three Days before the Day on which he is required to appear, to deposit with the Clerk of the Peace of the County a Sum of Money for Rent, together with the Sum mentioned in said Civil Bill Process for Costs, for which Deposit, on Payment of the Fee of One Shilling and Sixpence, the Clerk of the Peace shall give the Defendant a Certificate of the Lodgment and Duplicate, which Duplicate shall be delivered to or left at the Abode of the Plaintiff, his Agent, Receiver, or Attorney in the Cause, not later than the Second Day before the Day on which the Defendant is required to appear; and in case the said Plaintiff, or his Attorney in the Cause, shall receive such Deposit from the Clerk of the Peace (which the Clerk of the Peace is hereby required to pay over to the Plaintiff or his Attorney, on Demand), such Payment shall be in full Discharge of the Rent and Costs claimed by the said Civil Bill; but in case the said Plaintiff, after Delivery of such Certificate, shall not accept of the said Deposit on or before the Day next previous to the Day on which the Defendant is required to appear, exclusive of any *Sunday*, and it shall appear at the Hearing of such Civil Bill that no greater Sum was due for Rent at the Time of the Service of such Process than the Sum so deposited as aforesaid, and that such Duplicate was delivered as aforesaid, it shall be lawful for the Chairman to dismiss the said Civil Bill, with Costs of the Proceedings subsequent to the Delivery of the said Duplicate, and the Plaintiff shall be entitled to the Amount so deposited, reduced by the Amount of such Costs; and if it shall appear that any greater Sum was due than the Sum deposited, it shall be lawful for the said Chairman to ascertain the Amount of Rent actually due at the Time of the Service of the Summons in Ejectment, and the Sum so deposited shall be returned to the Defendant, unless the Plaintiff shall elect to take the same in lieu of the Possession, in which Case the Plaintiff shall be entitled to receive the same in Payment of his Rent, and to have a Decree for his Costs or for the Balance of his Rent and Costs.

Where  
Amount dis-  
puted, Lodg-  
ment may  
be made  
with Clerk  
of the Peace.

LXII. It

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Lodgment in Court of Rent, and Undertaking to pay Costs.

LXII. It shall be lawful for any Defendant in any Action of Ejectment for Nonpayment of Rent in any of the Superior Courts of Law, at any Time before Judgment or Service of a Notice of Trial, to pay into Court a Sum of Money for Rent, with an Undertaking to pay the Costs then incurred when taxed and ascertained, and in case of Nonpayment to suffer final Judgment to be marked, or an Attachment to be issued against him; and thereupon the Plaintiff, if he shall not accept of the said Sum in full Discharge of the Action, with Costs to be taxed by the proper Officer, may proceed in the said Action at his Peril; and if upon the Trial of the Issue it shall appear that no greater Sum was due for Rent at the Time of the Service of the Summons in Ejectment than the Sum paid into Court, the Verdict shall be entered for the Defendant.

Tender before Civil Bill Decree executed.

LXIII. It shall be lawful for the Defendant in any Civil Bill Ejectment for Nonpayment of Rent, or any other Person having a specific Interest in the Lease or other Contract of Tenancy, at any Time before the Decree for Possession shall have been executed, to pay to the Plaintiff, or his Executor or Administrator, or Agent or Attorney, in the said Civil Bill, all Rent and Arrear due at the Time of the Service of the Ejectment, together with the Costs incurred, or a Sum sufficient to cover such Costs, or to tender the same, and in case such Tender shall be refused, to deposit the Money with the Clerk of the Peace of the County, for which Lodgment a Certificate and Duplicate shall be granted in manner aforesaid, and thereupon it shall be lawful for the Chairman to order all further Proceedings to be stayed and to cease, upon Payment of such Costs incurred up to the Date of such Tender as he shall deem reasonable, and the Money so lodged with the Clerk of the Peace shall be paid over to the Plaintiff, or his Executor or Administrator or Attorney, on Demand: Provided that the Decision of the Chairman shall be subject to Appeal in like Manner as if it were a Decree or Dismiss on a Civil Bill Ejectment for Nonpayment of Rent.

Tender before Writ of Habere executed.

LXIV. It shall be lawful for the Defendant in any Ejectment for Nonpayment of Rent in any of the Superior Courts, or any other Person having a specific Interest in the Lease or other Contract of Tenancy, at any Time before the Writ of Habere facias possessionem shall be executed, to pay to the Plaintiff, his Executors or Administrators, or his known Agent or Receiver, or to the Attorney in the Cause, all the Rent and Arrears due at the Time of the Service of the Ejectment, together with the Costs, or a Sum sufficient to cover such Costs, or to tender the same, and in case such Tender shall be refused, to lodge the Money in Court, and thereupon it shall be lawful for the Court,

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Court, or a Judge thereof, to order all further Proceedings to be stayed and to cease, upon Payment of such Costs incurred up to the Date of such Tender as the Court or a Judge shall deem to be reasonable; and the Money so lodged in Court shall be paid to the Plaintiff, or his Executor or Administrator or Attorney, on Demand; and the Defendant shall, notwithstanding any such Payment, be at liberty to have the Costs taxed and paid back, if disallowed, with the Costs of the Taxation, in case more than One Sixth shall be disallowed.

LXV. Upon every Writ of Habere facias possessionem and Warrant under a Decree for Possession in any Ejectment for Nonpayment of Rent, there shall be a Statement of the Amount of Rent then due; and if at any Time before Execution executed the Defendant shall pay to the Sheriff the Sum so marked for Rent and Costs, such Sheriff shall stay such Execution, and shall endorse on such Writ, as a Return thereto, the Receipt of such Rent and Costs.

Amount of Rent to be endorsed on Execution and payable to Sheriff.

LXVI. Every Landlord recovering Possession by such Judgment or Decree in any Ejectment for Nonpayment of Rent shall have the same Remedy for all Arrears of Rent to the Time of the Execution of such Judgment or Decree as such Landlord might have had if Possession had not been obtained under such Judgment or Decree.

Remedy for Rent not prejudiced by Recovery of Possession.

LXVII. No Proceeding in Error to reverse any Judgment obtained in any Action of Ejectment for Nonpayment of Rent shall stay the Execution of the Writ of Habere facias possessionem, unless Bail in Error shall have been given.

Writ of Error no Stay of Execution unless Bail given.

LXVIII. Every Decree or Dismiss, or Dismiss without Prejudice, made or pronounced by any Chairman in any Action or Proceeding under this Act, shall be subject to Appeal, and under the same Restrictions and Regulations as other Cases of Civil Bills, unless so far as the said Regulations shall be inconsistent with the Provisions of this Act.

Appeal from Civil Bill Decree.

LXIX. In any Civil Bill Ejectment for Nonpayment of Rent, in case there shall be a Decree for Possession pronounced by the Chairman therein, Execution of such Decree shall not be stayed by reason of any Appeal, unless the Defendant shall deposit with the Clerk of the Peace of the County the Amount of the Rent proved to be due on the Hearing of such Civil Bill, and the Costs thereof; and such Deposit shall be in lieu of a Recognizance in ordinary Cases of Appeal, and shall be disposed of as the Court shall direct.

Appeal not to stay Execution unless Rent lodged.

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Restitution  
to be applied  
for within  
Six Months.

LXX. In case the Defendant in any Ejectment for Nonpayment of Rent, and the Persons interested in the Lease or other Contract of Tenancy, shall suffer a Decree of Possession or Writ of Habere facias possessionem to be executed, putting the Landlord into possession of the Premises, without paying the Rent and Arrears thereof, with full Costs, or lodging the same in the Superior Court in which the Ejectment was brought, or in case of a Civil Bill Ejectment, lodging the same with the Clerk of the Peace of the County within Six Months after the Execution of the said Decree or Habere or Writ of Possession, and also making an Application to be restored to the said Possession to the Court out of which such Decree or Writ shall have issued, or to a Judge thereof, within the said Period of Six Months, or at the earliest Opportunity after on which Application can be reasonably made (and of which Application the Landlord shall receive due Notice), in every such Case, or in case the said Court or a Judge shall, upon such Application, decline to make an Order for Restitution thereon, the said Defendant, and all other Persons interested in the Lease or other Contract of Tenancy, shall be debarred from all Relief or Remedy in Law or in Equity, other than by bringing an Appeal from the said Decree of the Assistant Barrister, or a Writ of Error to reverse such Judgment of the Superior Court in case such Decree or Judgment shall be erroneous, and the said Landlord shall from thenceforth hold the demised Premises discharged from such Lease or Tenancy; provided that nothing herein contained shall affect the Right of Redemption now by Law reserved to any existing Mortgagee claiming under a duly registered Mortgage.

Proviso.

Court may  
award Resti-  
tution of  
Possession in  
certain  
Cases.

LXXI. It shall be lawful for the said Chairman, in case of any Decree for Possession for Nonpayment of Rent, and for the said Superior Court of Law in which any such Judgment in Ejectment for Nonpayment of Rent in favour of any Landlord shall have been given and executed as aforesaid, or a Judge thereof, on the Application of the Defendant or any other Person having a specific Interest in the Lease or other Contract of Tenancy, and made within the Period aforesaid, and after such Payment or Lodgment of the Rent, Arrears, and Costs as aforesaid, to hear and determine in a summary Manner the Claim of such Defendant to be restored to the Possession of the Premises so recovered, and to give such Relief therein as a Court of Equity might have done, and to award a Writ of Restitution, or to refuse such Application; provided that the Order or Decision of a single Judge in Chamber may be reversed or varied by the Court, and that it shall be lawful for any Person aggrieved by any such Order or Decision of any Chairman to appeal therefrom to the next going Judge of Assize for the County, on Payment of the Costs already incurred, and entering into Security by Recognizance in the Sum of

Three

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Three Pounds to abide by the Order of the said Judge on such Appeal, and such Judge of Assize shall, upon such Appeal, have Authority to make such Order touching the Application as shall seem to be just.

LXXII. If any Tenant of any Lands holden at a Rent not exceeding the Rate of One hundred Pounds *per Annum* shall neglect or refuse to give Possession of the same after the Determination of his Interest, either by Notice to quit or otherwise, it shall be lawful for such Landlord to proceed by Civil Bill Ejectment against such Tenant and such other Person, if any, as shall be in the actual Possession of the said Premises, which Civil Bill may be according to the Form No. 3. in the Schedule (A.) to this Act annexed, and thereupon to serve with Civil Bill Process such Tenant or other Persons, and in the like Manner as herein-before required in Cases of Ejectment for Nonpayment of Rent, requiring such Persons to appear to answer the Bill of the said Landlord, praying to be put into possession thereof; and it shall be lawful for the Chairman, upon such Civil Bill, and Proof of the Service or affixing of such Process in manner aforesaid, and that the Premises had been holden of the said Landlord by the Tenant, or the Person under whom the Party in possession derives, at a Rent not exceeding the Rate of One hundred Pounds *per Annum*, and that the Interest of such Tenant has ended or determined by Efflux of Time, Notice to quit, or otherwise, to decree the said Landlord to be put into the Possession of the said Premises.

*Ejectment  
for  
Overholding.*

—  
Overholding  
of Tenements  
under One  
hundred  
Pounds.

Civil Bill  
Ejectment.

LXXIII. Every such Civil Bill Ejectment for overholding shall be subject to the like Defence and Appeal as in case of a Civil Bill Ejectment for Nonpayment of Rent, and it shall not be necessary to make any Affidavit verifying the Contents of any Civil Bill Ejectment, whether for Nonpayment of Rent or otherwise.

Defence and  
Appeal in  
Civil Bill.

LXXIV. The Summons and Plaint in Ejectment for the Recovery of any Lands or Premises holden over after the Expiration or Determination of the Term or Interest of any Tenant thereof shall and may be served upon the like Persons and in the like Manner as herein-before required in the Case of an Ejectment for Nonpayment of Rent under this Act.

Service of  
Summons in  
Ejectment  
for over-  
holding.

LXXV. In any Case in which the Term or Interest of any Tenant under any Lease of any Lands for any Term or Number of Years certain, or from Year to Year, or at the Will and Pleasure of the Parties, shall have expired, or shall expire or be determined by Notice to quit, given either by the Landlord or the Tenant, and such Tenant, or any one holding or claiming by or under him, shall refuse to deliver

Security  
from over-  
holding  
Tenant in  
Ejectment.

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deliver up Possession accordingly, after lawful Demand in Writing made and signed by the Landlord or his Agent, and served personally upon or left at the Dwelling House or usual Place of Abode of such Tenant or Person, and the Landlord shall proceed by Action of Ejectment for the Recovery of the Possession of the Premises, it shall be lawful for him, at Foot of the Summons and Plaint, to address a Notice to such Tenant or Person of an Application to the Court in which the Action shall be pending, that the Defendant be required to find Bail for such Purposes as are herein-after mentioned; and upon the Appearance of the Party on such Motion, or in default of such Appearance, on making the usual Affidavit of the Service of the Summons and Notice, it shall be lawful for the Landlord producing the Lease or other Instrument regulating the Terms of the Tenancy, or some Counterpart or Duplicate thereof, and proving the Execution of the same, and that the Premises have been actually enjoyed under such Lease or Instrument in Writing, and that the Interest of the Tenant has expired or been determined by a regular Notice to quit, and that Possession has been lawfully demanded, to move the Court, or a Judge thereof, that the Tenant or other Person shall, within Six Days from the Date of such Application, enter into a Recognizance by himself and Two sufficient Sureties in a reasonable Sum, conditioned to pay the Costs and Damages and Mesne Profits which shall be recovered by the Plaintiff in the Action; and it shall be lawful for the Court or a Judge to make such Order thereon as shall seem to it to be just; and in case the Tenant or other Person shall refuse or neglect to comply with such Order within the Period aforesaid, then, upon an Affidavit of the Service thereof, the Plaintiff shall be at liberty, notwithstanding any Defence or Demurrer filed by such Defendant, to enter up Judgment in Ejectment for the Recovery of the Possession of the Premises and his Costs of Suit.

Action for  
double Rent  
for over-  
holding.

LXXXVI. In case any Tenant of any Lands, or any Person who shall come into possession by or under or by Collusion with such Tenant, shall wilfully hold over any Lands or Premises, or Part thereof, after the Determination of the Tenancy, whether by Notice to quit given by the Landlord or by the Tenant, or otherwise, and after a Demand of the Possession made in Writing by the Landlord or his Agent, such Tenant or other Person shall pay to the Landlord for such Time as he shall so hold or keep the Possession double the Rent or Sum which he should otherwise have paid, to be recovered at the same Times and in the same Manner as the single Rent or Sum could have been recovered during the Term.

Mesne  
Profits may  
be recovered

LXXXVII. In case of any Ejectment for Nonpayment of Rent or for overholding any Premises, in any of the Superior Courts of Law, where



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where the Summons and Plaint shall include a Claim for Rent or Mesne Profits, the Plaintiff, on Proof of his Right, may recover the Possession of the whole or some Part of the Premises mentioned in the Summons and Plaint in Ejectment and the Rent or Mesne Profits claimed thereby, and also the further Mesne Profits thereof which might have accrued from the Day to which the Mesne Rates claimed have been calculated, or from the Day on which the Rent for the Nonpayment of which the Ejectment shall be brought fell due, to the Day of such Trial, or some preceding Day to be specified.

in Ejectment to the Day of Trial.

LXXVIII. In case it shall happen that a Half Year's Rent shall be in arrear of any Lands or Premises holden under any Lease or other Contract of Tenancy, or from Year to Year, and the Tenant thereof shall desert or otherwise abandon such Lands or Premises, leaving the same unoccupied, or the Lands or the greater Portion of them uncultivated or unemployed, and without sufficient Distress, contrary to the Course of Husbandry, or carry off the Stock or Crop thereof, it shall be lawful for the Landlord thereof to proceed by Civil Bill Ejectment before the Chairman of the County in which the Lands or any Part of them shall be situate, to recover the Possession of them, and such Civil Bill may be according to the Form No. 4. in the Schedule (A.) to this Act annexed; such Landlord having first obtained a Certificate of Desertion in the Manner herein-after provided, and serving a Copy of the same, together with such Civil Bill Process, on the Tenant against whom such Proceedings shall be had, in the Manner herein-before provided in respect of Ejectments for Nonpayment of Rent, requiring such Tenant or other Person to appear to answer the Bill of the said Landlord, praying to be put into possession thereof; and it shall be lawful for the Chairman, on Proof of the due Execution of such Certificate by any Person who may have witnessed the Execution of the same, and that One Half Year's Rent of the said Premises was due to the Landlord when such Certificate was granted, and that such Civil Bill Process and Copy of such Certificate were duly served in manner aforesaid, and upon hearing the Tenant, in case he shall appear, and such Evidence as he may offer, to decree the said Landlord to be put into possession of the said Premises.

*Ejectment for deserted Tenements.*

Civil Bill Ejectment for deserted Tenements.

LXXIX. In case any Lands or Premises shall be deserted or abandoned by the Tenant thereof, and the Premises left unoccupied, or the Lands or the greater Portion thereof suffered by the Tenant to remain uncultivated or unemployed, contrary to the Course of Husbandry, or the Stock or Crop thereof removed from the said Premises, it shall be lawful for any Two or more Justices of the Peace of the County in which such Lands or Premises or any Part thereof

Certificate of Desertion.

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shall be situate, and being in no way interested in the said Lands or Premises, at the Request of the Landlord thereof, or of his Agent or Receiver, to go upon and view the same between the Hours of Ten o'Clock in the Morning and Four o'Clock in the Afternoon, and having fully ascertained to their Satisfaction, by Examination of Witnesses or by their own View, that the Premises are so deserted or abandoned by the Tenant, and left unoccupied or uncultivated or unemployed, contrary to the Course of Husbandry, or that the Crops or Stock have been removed, to certify to the Chairman of the County, under their Hands and Seals, that they have together viewed the said Premises, fully describing the same, and that the same appeared to them to be deserted and unoccupied or uncultivated or unemployed, contrary to the Course of Husbandry, or that the Stock or Crops have been so removed from the Premises, and such Certificate may be according to the Form No. 5. in the Schedule (A.) to this Act annexed, and shall be Evidence of the Facts stated therein, unless the same shall be disproved to the Satisfaction of the Chairman or the Judge of Assize on Appeal.

Civil Bill  
Ejectment  
against  
Parties  
signing Ac-  
knowledg-  
ment on  
Execution  
of Habere.

LXXX. It shall be lawful for the Chairman of any County and he is hereby authorized to hear and determine by way of Civil Bill, within his Jurisdiction, all Disputes relating to the Possession of Lands or Premises holden under any Acknowledgment made upon the Execution of any Writ of Habere or Civil Bill Decree between the Plaintiff in any Action of Ejectment or Civil Bill Ejectment, or any Person claiming under him\*, and any Occupier who shall have signed such Acknowledgment in the Manner herein-after provided, or any Person claiming or deriving under him, and to make an Order or Decree for the Delivery of the Possession of the said Lands to the Party entitled thereto; and the Civil Bill Process therein shall be served upon every Person in the actual Possession of the Lands claimed by such Civil Bill, and if there be no Person in actual Possession, then the same shall be served by affixing such Civil Bill on some conspicuous Part of the Premises, and also on the usual Place for posting Notices in the nearest Market Town to the Premises.

Cottier  
Tenancies  
under this  
Act.

LXXXI. Where any Landlord shall by any Agreement or Memorandum in Writing let a Tenement, wherever situate, consisting of a Dwelling House or Cottage without Land, or with any Portion of Land not exceeding Half an Acre, Statute Measure, at a Rent not exceeding the Rate of Five Pounds by the Year, for One Month, or from Month to Month, or in like Manner for any lesser Period of Time, and shall thereby undertake to keep and maintain the said Dwelling House or Cottage in tenantable Condition and Repair, such Tenancy shall constitute and be deemed to be a Cottier Tenancy within

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within the Meaning of this Act, and shall be subject to the Provisions hereafter contained in respect thereof.

LXXXII. In case any such Tenancy shall be determined by Notice to quit, served by the Landlord, the said Landlord shall pay to the Tenant a fair Compensation for any Crops which may be growing on the Land belonging to such Tenement, or any Benefit accruing from the manuring of such Land, to be recovered by Civil Bill Process before the Chairman of the County or Riding in which the Premises may be situate, which Civil Bill Proceeding shall be subject to the same Right of Appeal as ordinary Civil Bill Actions now are or hereafter shall be.

When  
Cottier  
Tenancy de-  
termined by  
Landlord,  
Compensa-  
tion to be  
made for  
Crop.

LXXXIII. The Landlord of such Cottier Tenement shall be bound to keep and maintain the Dwelling House in tenantable Condition and Repair; and in case it shall be proved that the said Dwelling House was, by the Landlord's Default, unfit for Occupation by reason of the Want of such Repairs, no Rent or Compensation for the Occupation of the said Tenement during the Time it shall continue in such State and Condition shall be recoverable.

Cottier  
Tenements  
to be re-  
paired by  
Landlord.

LXXXIV. In case any such Cottier Tenant, or any Tenant for a shorter Period of Time than a Month, or at Will, or by Sufferance, shall maliciously or wilfully injure or destroy, or permit to be injured or destroyed, any Part of the Premises holden by him, and which the Landlord is bound to keep in repair, it shall be lawful for the Landlord to make his Complaint before any One or more Justices of the Peace for the County, not being interested in the said Premises, at Petty Sessions, and such Justice or Justices shall summon the Tenant before him or them, and hear and determine such Complaint; and if it shall be proved to his or their Satisfaction that such Tenant committed or permitted such Injury or Destruction upon the said Premises, the said Justice or Justices shall, by their Warrant in Writing, direct any Person to be therein named as special Bailiff on the Part of the Landlord to deliver Possession of the said Premises to the said Landlord or Owner; and such Warrant shall be obeyed and executed by such special Bailiff, who shall have full Power and Authority so to do.

Summary  
Recovery of  
Possession of  
Tenements  
for Waste.

LXXXV. In case any Gale of Rent or Compensation reserved or payable upon any such Cottier Tenement shall be in arrear for the Space of Forty Days, it shall be lawful for the Landlord of the Premises to exhibit his Complaint in respect thereof before a Justice or Justices of the Peace in Petty Sessions, and to cause the said Tenant to be served with a Summons in Writing, signed by a Justice

Summary  
Recovery of  
Possession  
for Non-  
payment of  
Rent.

or

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or Justices having Jurisdiction in the Place in which the Premises shall be situate, to appear before Two or more Justices at the Petty Session or other Place in which such Justices usually meet for the Despatch of public Business, to show cause why Possession of the said Premises should not be delivered up to his Landlord, or his Agent or Receiver, and such Justices, or any Two or more of them, shall, in the Presence of such Tenant, or on Proof of the Service of the said Summons on the said Tenant personally, or by leaving a Copy of the same at his usual Place of Abode, determine the Matter; and if it shall appear to the said Justices that at least One Gale of such Rent, over and above all just Credits and Allowances, and any valid Set-off claimed by the Tenant, is in arrear for the Space of Forty Days aforesaid, the said Justices shall cause their Warrant to be prepared, directing Possession of the said Premises to be delivered to the Landlord, and to be executed by any special Bailiff therein named, and such Warrant shall be obeyed and executed by such Bailiff, who shall have full Power and Authority so to do.

Summary  
Recovery of  
Possession of  
Tenements  
overholden.

LXXXVI. In case the Term or Interest of any Tenant in any such Cottier Tenement shall have ended, or shall have been duly determined by a Notice to quit, and such Tenant or any Person by whom the Premises or any Part of them shall be then actually occupied shall neglect or refuse to deliver up the Possession of the same, or in case any Person shall have been put or shall be put into possession of any Lands or Premises by Permission of the Owner, as Servant, Herdsman, or Caretaker, and shall refuse or omit to quit and deliver up the Possession of the Premises, on Demand made by the Owner thereof, or his known Agent or Receiver, it shall be lawful for the Landlord or Owner of the said Premises, or his Heirs, Executors, or Administrators, or his known Agent or Receiver, to cause the Person so neglecting or refusing to quit or deliver up the Possession to be served with a Summons in Writing, signed by a Justice or Justices not interested in the said Premises, but having Jurisdiction in the Place in which the Premises shall be situate, to appear before Two or more Justices at the Petty Sessions, Town Hall, or Divisional Justice Room, or other Place in which such Justices usually meet for the Despatch of public Business of such City, Town, District, or other Place, to show Cause why Possession of the said Premises should not be delivered up to such Landlord or Owner, or his Agent or Receiver as aforesaid; and if the said Tenant or Occupier shall not appear at the Time and Place appointed, or if such Tenant or Occupier shall appear and shall not show to the Satisfaction of such Justices reasonable Cause why Possession should not be given, and shall still neglect or refuse to deliver up Possession of the said Premises, or such Part of them as was in his actual Occupation at the  
Time

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Time of the Service of such Summons, to the said Landlord or Owner, or his Agent or Receiver, it shall be lawful for such Justices or any Two or more of them, not interested as aforesaid, on Proof being made before them of the Holding or permissive Possessions, as the Case may be, and of its End or Determination, and the Time and Manner thereof, and where the Title of the Landlord shall have accrued since the letting of the Premises, the Right by which he claims the Possession, to issue a Warrant, under their Hands and Seals, to any Person as a special Bailiff in that Behalf, on the Part of the Landlord or Owner, requiring and authorizing him, within a Period to be therein named, and not less than Seven or more than Fourteen clear Days from the Date of such Warrant, to give the Possession of the said Premises to the said Landlord, or his Agent or Receiver, and such Warrant shall be a sufficient Authority to the said Bailiff to enter upon the said Premises, with such Assistants as he shall deem to be necessary, and to give Possession accordingly: Provided that no Entry shall be made under such Warrant on any *Sunday, Good Friday, or Christmas Day*, or at any Time except between the Hours of Nine in the Morning and Four in the Afternoon: Provided also, that nothing herein contained shall prejudice or affect the Right of any Owner of Property intrusted to the Care of any Servant or Caretaker peaceably to resume the Possession thereof without Process of Law, if he shall so think fit.

LXXXVII. Such Summons as last aforesaid may be served either personally or by leaving the same with some Person being in occupation of such House or Part of a House or Tenement, and where the Tenant of such House or Part of a House or Tenement shall not reside therein, by serving the same personally or by leaving the same at the Place of Abode of the Tenant so holding over as aforesaid Four clear Days before the Day appointed for the Hearing of the Matter of the said Summons: Provided that if the Person so holding over cannot be found, and Admission into the Premises so overholden cannot be obtained, and the Place of Abode of such Person shall not be known, the posting of such Summons on some conspicuous Part of the Premises so holden over shall be deemed to be good Service of such Person.

Service of  
the Sum-  
mons.

LXXXVIII. If any Tenant so summoned to give up Possession shall appear before the said Justices and give an Undertaking (to be entered in Writing by the Clerk of the Court) quietly and peaceably to deliver up, within Fourteen Days from the Date thereof, the Possession of the Premises of which he is such Tenant or Occupier, in good Order and Repair to the Landlord, or his Agent or Receiver, and in the meantime to pay all Rent and Arrears claimed by such Landlord in respect of such Tenement, in such Case the said Justices

Stay of  
Execution  
of Warrant  
on under-  
taking to  
give Pos-  
session in  
Fourteen  
Days.

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shall not issue their Warrant for giving up the Possession until after the Expiration of such Period of Fourteen Days; and if the said Tenant shall at the Expiration of such Period continue in possession otherwise than by Permission of the Landlord, or his Agent or Receiver, it shall be lawful for such Justices to issue their Warrant for giving Possession of the same forthwith, and such Warrant shall be executed accordingly, without further Notice to such Tenant.

**Irregularity in the Proceeding not to make a Party a Trespasser.**

LXXXIX. Where the Landlord applying for such Warrant has at the Time of the granting of it some lawful Right to the Possession of the Premises or of the Part so holden over, the said Landlord, or his Agent or Receiver, or other Person acting on his Behalf, shall not be deemed to be a Trespasser by reason merely of any Irregularity or Informality in the Mode of proceeding for obtaining Possession under the Authority of this Act, but the Party aggrieved may bring an Action for such Irregularity or Informality, in which the Damages alleged to be sustained shall be specially laid, and may, unless such Party shall have tendered sufficient Amends before the Commencement of such Action, recover therein full Satisfaction for such special Damage, with Costs of Suit; but in case such special Damage laid as aforesaid be not proved, the Defendant shall be entitled to a Verdict, and in case the said Plaintiff shall recover no greater Sum than Five Shillings for such special Damage, he shall be entitled to no greater Sum for Costs than the Amount of the Damages so recovered, unless the Judge before whom the Cause is tried shall certify on the Back of the Record that in his Opinion full Costs ought to be allowed.

*General Provisions.*

**Costs may be awarded against One Defendant in Ejectment in Civil Bill Court.**

XC. The Chairman, upon the Hearing of any Civil Bill Ejectment where there is more than One Defendant, may, upon pronouncing his Decree, order the Costs of such Proceedings to be paid by and recovered against any One or more of the Defendants by Name, and not against the other or others of them.

**Taxation of Costs in Civil Bill Ejectment.**

XCI. The Chairman shall in all Cases of Civil Bill Ejectment under this Act, upon Request of either Party or his Attorney, tax the Costs between Party and Party, and include the same in his Decree or Dismiss, and shall, at the like Request, tax the Costs between Attorney and Client; and no Costs shall be recovered in respect of any Proceedings in Ejectment in the Court of the Chairman, or preparatory thereto, unless the same shall have been taxed as aforesaid; and the said Chairman may examine upon Oath, which Oath he is hereby authorized to administer, any Attorney seeking to establish a Charge against his Client as to all Matters necessary to ascertain the Right to such Costs.

XCII. The

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XCII. The Sheriff or Under-Sheriff of the County in which any Decree or Dismiss under this Act shall be pronounced shall (unless in Cases in which a special Bailiff shall have been appointed at the Instance of the Plaintiff) execute such Decree for Delivery of the Possession of any Lands or Premises within One Fortnight after the same shall be delivered to him, and shall be entitled to the Fee of One Guinea, and no more, in every Case in which he shall so execute the same.

Sheriff to execute Civil Bill Decree in Ejectment.

XCIII. The Sheriff shall, if required by the Plaintiff so to do, grant his Warrant to a special Bailiff nominated by the said Plaintiff to execute any Decree for the Possession of Lands or Premises in the like Manner as for the Execution of any other Civil Bill Decree, and such Sheriff shall be entitled to the Fee of Two Shillings and Sixpence, and no more, for granting such Warrant; and it shall be lawful for such special Bailiff to whom such Warrant shall be granted, with his Assistants, to execute the same by delivering the Possession of the Lands or Premises therein named to the Plaintiff or to any Person appointed by him in that Behalf.

Sheriff to appoint special Bailiff, if required.

XCIV. The Sheriff or his Officer or Bailiff may, with the Consent in Writing of the Plaintiff or his Attorney, execute any Writ of Habere facias possessionem or Civil Bill Decree for Possession in Ejectment, without removing from the Possession of the Lands or Premises any Under-tenant or Occupier who shall at the Time of such Execution sign with his Name or Mark an Attornment or Acknowledgment, in or substantially according to the Forms No. 6. or No. 7. in the Schedule (A.) to this Act annexed, attested by such Sheriff, Officer, or Bailiff, which Attornment or Acknowledgment shall be annexed to such Writ or Decree, and a Copy thereof given to the Plaintiff or his Attorney, and such Execution shall be as valid as if such Persons were not in occupation, or as if such Writ or Decree had been executed in common Form of Law.

Habere and Decree may be executed without disturbing Possession of Under-tenants

XCV. It shall be lawful for any Plaintiff who shall have executed any such Writ or Decree as aforesaid without disturbing the Possession of any Under-tenant or Occupier who shall have made such Acknowledgment in the Form No. 7. aforesaid, and shall not have attorned as Tenant in manner aforesaid, and for the Heirs, Executors, Administrators, or Assigns of such Plaintiff, at any Time within Six Calendar Months after such Execution of the Writ or Decree, on Application to the Chairman or Court from which such Writ or Decree shall have issued, to obtain a Renewal of the same, to be again executed at the Cost of such Plaintiff or his Representative or Assignee in common Form of Law, as to the whole or any Part of

Renewal of the Writ after such partial Execution.

the

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the said Lands, and such Renewal shall be without Prejudice to any Right or Interest vested in the said Party by virtue of the First Execution of the said Writ or Decree: Provided, however, that in case of an Ejectment for Nonpayment of Rent no such Renewal shall take place in case the Tenant's Interest in the Lease or other Contract of Tenancy shall have been redeemed in the meantime.

Fresh Execution of Writ on Justice's Certificate.

XCVI. In any Case in which any such Writ or Decree shall have been executed as last aforesaid, and any such former Tenant or Occupier shall, within the said Period of Six Months from the Date of such Execution, without lawful Authority, re-enter into or resume the Possession of the said Premises or any Part of them, upon an Application made to any Justice of the Peace of the County at Petty Sessions, and upon Proof made before him to his Satisfaction of the due Service of a Summons or Notice of such intended Application, and of the Facts of such Execution and unlawful Re-entry, upon Affidavit or on Oath (which Affidavit or Oath such Justice is hereby authorized to take or administer), it shall be lawful for such Justice and he is hereby required to certify in Writing under his Hand that in his Opinion in such Case a sufficient Cause had been shown for having the said Writ or Decree executed anew as to the Part or Parts of the Premises of which the Possession shall have been resumed as aforesaid, and upon the Production of such Certificate on the Part of the Plaintiff in such Action or Civil Bill, or his Heir, Executor, Administrator, or Assignee, the Writ or Decree shall be executed anew by the Sheriff or his special Bailiff as to the Part or Parts of which the Possession shall have been resumed as aforesaid.

Registry of Decree or Order for Ejectment.

XCVII. The Clerk of the Peace of the County in which any Civil Bill Decree shall be made under this Act shall, on the Application of any Person interested, and on Payment of a Fee of Two Shillings and Sixpence, enter in a Book to be kept in his Office for that Purpose a Memorandum of any Judgment or Decree in Ejectment or Order for Restitution which shall be made under this Act, and also of any summary Order for Delivery of the Possession of any Lands or Premises made by any Justice or Justices of the Peace under this Act, and of the Return of any Sheriff of the Execution of any Habere, Decree, or Order, which Entry shall specify the Names of the Plaintiff and Defendant, and of the Lands recovered, and the Nature and Date of the Decree or Order, and the Date of the Execution thereof.

Where Lands are situate in Two or more Counties, Proceedings

XCVIII. In case any Lands or Premises respecting which any Proceeding by way of Civil Bill shall be brought under this Act shall be situate partly in Two or more Counties, such Proceeding by way of Civil Bill may be brought in any or either of them, and the Sheriffs of the



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the respective Counties in which any Part of such Lands or Premises shall be situate shall, so far as relates to the Portion of the Premises within their respective Jurisdictions, execute such Decree as may be made on Delivery to each of them of a Copy of such Decree, signed by the Chairman who shall have made the same: Provided that where any Lands shall be situate partly or wholly within a Place which is a County of a City or County of a Town of itself (except the County of the City of *Dublin*), the Assistant Barrister of the County at large and the Justices of the Peace of the said County at large shall have the same Jurisdiction and exercise the like Powers respecting such Premises as if the same had been situate in the County at large.

may be taken in either.

XCIX. In any Case in which the Chairman of the County shall happen to be the Landlord or Tenant, or claim to be entitled to the Possession of any Lands or Premises situate in any One or more than One County, and the same or any Part thereof shall be situate within his own Jurisdiction, and he or any other Person shall be desirous to institute Proceedings in respect of the said Lands or Premises under this Act on behalf of or against such Chairman, such Proceedings may be had in some adjacent County without the Jurisdiction of the said Chairman, or in the County in which the other Part of the Lands are situate; and the Chairman of such adjacent County shall have the like Jurisdiction therein as if the said Lands or the entire of them were situate in the said adjacent County, and an Appeal shall lie therefrom in the like Manner, and any Decree or Dismiss shall be executed by the Sheriff of the County in which the Lands are situate, as if it were a Decree of the Chairman of such County.

Where Chairman interested, Proceedings may be taken in an adjoining County.

C. No Action shall be brought or prosecuted against any Justice or other Person hereby authorized, by whom any Precept or Warrant shall be issued or Certificate shall be granted, nor against any Constable or Bailiff by whom such Precept or Warrant may be executed under and by virtue of this Act, by reason that the Person on whose Application the same shall be granted had not lawful Right to recover the Rent or the Possession of the Premises therein mentioned, or to prohibit the Act therein prohibited.

No Action against Justice for granting Warrant.

CI. The Title to any Lands or Premises shall not be drawn into question in any Proceeding by way of Civil Bill under this Act.

Title to Lands not to be drawn in question.

CII. No Civil Bill Proceeding under this Act shall be defeated by reason of any technical Objection whatsoever, or of any Mistake, Variance, or Omission which is not manifestly calculated to mislead and injuriously prejudice the opposite Party in the Merits of his Case.

Technical Errors not to defeat Proceedings.

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Schedules to  
be Part of  
the Act.

CIII. The Schedules to this Act annexed shall be deemed and taken to be a Part of this Act, and the Forms therein contained, or any other Forms to the like Effect, may be used in the respective Cases to which they are applicable.

Repeal of  
Acts and  
Parts of  
Acts as in  
Sched. (B.)

CIV. From and after the Commencement of this Act, the several Acts and Parts of Acts set forth in the Schedule (B.) to this Act annexed, so far as the same refer to the Relation of Landlord and Tenant in *Ireland*, but not otherwise, and to the Extent to which such Acts or Parts of Acts are by such Schedule expressed to be repealed, and not further or otherwise, shall be and are hereby repealed, except so far as may be necessary to support or enforce any Lease made or Contract entered into, or as to anything heretofore done, or any Right acquired or Liability incurred, and except so far as any of the said Acts or Parts of Acts repeal any former Act or Part of an Act, and except so far as may be necessary for the Purpose of supporting and continuing any Proceeding heretofore taken or to be taken after the Commencement of this Act upon any Proceeding commenced before the Commencement of this Act, and except as to the Recovery and Application of any Penalty for any Offence which shall have been committed before the Commencement of this Act.

Commence-  
ment of Act.

CV. This Act shall come into operation on the First Day of *January* One thousand eight hundred and sixty-one.

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SCHEDULES to which this Act refers.

## SCHEDULE (A.)

## No. 1.

FORM OF PRECEPT to restrain Waste.

County of *M.* } To *C.D.* and *E.F.*, and all Persons whom it may  
to wit. } concern.

WHEREAS Information on Oath has been this Day laid before me, being One of Her Majesty's Justices of the Peace for the County of *M.*, that you, *C.D.* and *E.F.*, being the Occupiers of [*or* acting under the Authority of and in collusion with one *M.N.*, being the Occupier of] a certain Dwelling House [*or* Farm of Lands] situated at *N.* in the Barony of *O.* and County of *M.* aforesaid, and held by you as [Tenant from Year to Year, *or otherwise, as* Tenant or Care-taker, *as the Case may be,*] to *A.B.*, do intend and are about to commit or suffer [*or* are in the Act of committing or suffering] certain unlawful Waste and Injury to the Premises by [*state the Nature of the Waste, Injury, Alteration, or Removal which is apprehended or actually being done,*] contrary to the Statute in that Case made and provided:

These are, therefore, to command and firmly enjoin you and each of you, and all other Persons whomsoever, not to proceed to [*state again the Waste, &c. apprehended or being done*], or to continue the same, or otherwise to injure the said Premises, or any Part of them, until special Leave, Licence, and Authority in Writing for that Purpose shall be first procured from and given by me the said Justice, or until the Matter of the said Information shall be first inquired into at the Petty Sessions of the Peace to be holden at \_\_\_\_\_ on the Day of \_\_\_\_\_ next, and this my Precept lawfully annulled or altered in that Behalf [*or* until the \_\_\_\_\_ Day of \_\_\_\_\_ next, *naming a particular Day, or further Order*].

And in case you shall disobey this my Precept, you and each of you, and all Persons wilfully aiding, abetting, or assisting you in so doing, will be punished in pursuance of the Statute in that Case made and provided.

And all Constables of Police, and others, are hereby required to prevent such Waste or Injury, and to apprehend and bring to Justice all

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all Persons present and aiding or assisting in such unlawful Acts, to be dealt with according to Law.

Given under my Hand and Seal, this                      Day of  
in the Year 18 .

*G.H.*,  
Justice of the Peace for the County of *M.*

## No. 2.

FORM of CIVIL BILL EJECTMENT for Nonpayment of Rent where One Year's Rent due.

County of <i>M.</i> Division of <i>N.</i> <i>A.B.</i> , Plaintiff, <i>C.D.</i> , <i>G.H.</i> , and <i>I.K.</i> , Defendants.	}	By the Chairman at the Quarter Sessions of the Peace for the said Division of the said County.
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WHEREAS the Defendant [*or* One of the Defendants] holds Part of the Lands of *L.* in the Parish of *H.* and Barony of *R.*, and in the Division of *N.* aforesaid, as Tenant thereof to the Plaintiff, under a Lease [*or* Contract of Tenancy] for a Term unexpired, [*or* as Tenant from Year to Year, *as the Case may be,*] at the yearly Rent of £

And whereas the Sum of £                      of the said Rent, being One full Year's Rent, due and ending on the                      Day of last, became and still is due to the said Plaintiff in respect of the Premises:

[And whereas the Defendants *G. H.* and *I. K.* respectively are in actual Possession of the Premises as Under-tenants thereof:]

The Defendants, therefore, and all Persons claiming any Interest in the said Premises, are hereby required to appear before the said Chairman at *B.*, in the Division of *N.* aforesaid in the said County, on the                      Day of                      next, at a Quarter Sessions to be holden for the said Division of the said County, to answer the Plaintiff's Bill for Recovery of the Possession of the Premises by reason of the Matters aforesaid, or in default thereof the said Chairman will proceed as to Justice shall appertain.

Dated this                      Day of                      in the Year 18 .

Signed on behalf of the Plaintiff,

*E. F.*, Attorney.

To the Defendants.

[*Residence of Attorney.*]

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## No. 3.

## FORM OF CIVIL BILL EJECTMENT for overholding.

County of *M.*  
 Division of *N.*  
*A.B.*, Plaintiff,  
*C.D.* and *E.F.*, Defendants. } By the Chairman at the Quarter Ses-  
 sions of the Peace for the said Division  
 of the said County.

WHEREAS *C.D.*, One of the Defendants, lately held Part of the Lands of *L.* in the Parish of *H.* and Barony of *R.*, and in the Division of *N.* aforesaid in the said County, as Tenant to the Plaintiff, under a Lease [*or* Contract of Tenancy] made thereof for the Term of [*or* from Year to Year], at the yearly Rent of £ \_\_\_\_\_, which Demise determined on the \_\_\_\_\_ Day of \_\_\_\_\_ last :

And whereas the said Plaintiff [*or L.M.*, the Agent or Receiver of the Plaintiff,] after the Determination of the said Tenancy, and on the \_\_\_\_\_ Day of \_\_\_\_\_ last past, demanded Possession of the said Premises and a Delivery of the said Possession to him [as such Agent or Receiver of the Plaintiff], and the said Possession and Delivery have been withheld, and the several Defendants are in the actual Possession of the Premises, and no other Person is in possession of any Part thereof as Tenant or Under-tenant :

The Defendants, therefore, and all Persons claiming to have any Interest in the said Premises, are hereby required to appear before the said Chairman at *B.* in the said Division of *N.* in the said County, on the \_\_\_\_\_ Day of \_\_\_\_\_ next, at a Quarter Sessions to be holden for the said Division of the said County, to answer the Plaintiff's Bill for Recovery of the Possession of the Premises by reason of the Matters aforesaid, or in default thereof the said Chairman will proceed as to Justice shall appertain.

Dated this \_\_\_\_\_ Day of \_\_\_\_\_, in the Year 18 .

Signed on behalf of the Plaintiff,

*E.F.*, Attorney.

To the Defendants.

[*Residence of Attorney.*]

## No. 4.

## FORM OF CIVIL BILL EJECTMENT for deserted Tenements.

County of *M.*  
 Division of *N.*  
*A. B.*, Plaintiff,  
*C. D.*, Defendant. } By the Chairman at the Quarter Sessions of  
 the Peace for the said Division of the said  
 County.

WHEREAS the Defendant holds Part of the Lands of *L.* in the Parish of *H.* and Barony of *R.*, and in the Division of *N.* aforesaid, as Tenant to the Plaintiff, under a Lease [*or* Contract of Tenancy] thereof for a Term still subsisting [*or* from Year to Year], at the yearly Rent of £ \_\_\_\_\_ : And whereas the Sum of £ \_\_\_\_\_ of the Rent

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aforesaid, ending on the                      Day of                      last became and still is due to the Plaintiff, after all just and fair Allowances :

And whereas the Defendant on the                      Day of  
18                      deserted and abandoned the Premises, leaving them unoccupied [*or leaving the Lands, or the greater Portion of them, to remain uncultivated or unemployed, contrary to the Course of Husbandry, and without sufficient Distress to be found therein, or carrying away the Stock or Crop thereof*] :

The Defendant is therefore hereby required to appear before the Chairman at                      in the Division aforesaid in the said County, on the                      Day of                      next, at a Quarter Sessions to be holden for the said Division of the said County, to answer the Plaintiff's Bill for the Recovery of Possession of the Premises by reason of the Matters aforesaid, or in default thereof the said Chairman will proceed as to Justice shall appertain.

Dated this                      Day of                      in the Year 18                      .  
Signed on behalf of the Plaintiff,  
*E. F.*, Attorney.

To the Defendant.

[*Residence of Attorney.*]

## No. 5.

## FORM OF MAGISTRATE'S CERTIFICATE OF DESERTION.

County of *M.* } WE *A.B.* and *C.D.*, Two of Her Majesty's Justices of  
to wit. } the Peace for the said County of *M.*, having been called upon by *G.H.*, and at his Request having together gone to and viewed that Part of the Lands of *L.* situate and being in the Parish of *H.* and Barony of *R.* and County of *M.*, late in the Possession of *I.K.*, as Tenant thereof, containing                      Acres                      Roods and Perches, or thereabouts, on the                      Day of                      , between the Hours of Ten o'Clock in the Forenoon and Four o'Clock in the Afternoon of the said Day, do certify, That the Premises aforesaid then appeared to us to be deserted and abandoned by the said *I.K.*, the said Lands, or the greater Portion of them, being left uncultivated or unemployed, contrary to the Course of good Husbandry, and without sufficient Distress to be found therein [*or, if the Case be so, the Stock and Crop thereof having been carried off, or, in case the Premises consist chiefly of a Dwelling House, say, the Dwelling House being left unoccupied*].

Given under our Hands and Seals, this                      Day of  
in the Year 18                      .

*A.B.* (*Seal.*)

*C.D.* (*Seal.*)

To the Assistant Barrister  
for the County of *M.*

Witness present,  
*X. Y.*

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No. 6.

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 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 18

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

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.

No. 7.

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No. 7.

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.

WE, whose Names are hereunder subscribed, upon the Execution of the Writ of Possession [*or Decree* ] in this Cause, with the Assent of the said *A.B.* [*or the Attorney for the Plaintiff*] in the said Cause, testified by the said Attorney signing these Presents, hereby acknowledge that we respectively occupy the Lands by the Licence 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.
<i>C.D.</i> .. ..	Blackacre.
<i>E.F.</i> .. ..	Whiteacre.
<i>G.H.</i> .. ..	House and Garden in Whiteacre.

Witness,

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

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



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## SCHEDULE (B.)

ACTS and PARTS of ACTS REPEALED, so far as the same relate to the Relation of Landlord and Tenant in Ireland, and as by the foregoing Act is declared.

Date of Act.	Title of Act.	Extent of Repeal.
ACTS of the PARLIAMENT of IRELAND.		
15 Edw. 4. Cap. 1.	An Act prohibiting Distresses to be taken contrary to the Common Law.	The entire Act.
18 Edw. 4. Cap. 1.	An Act whereby Distresses taken for Rent may be sold.	The entire Act.
33 Hen. 8. s. 1. Cap. 7.	An Act for all Lords to distraine upon the Lands of them holden, and to make their Avowrie, not naming the Tenant but the Land.	The entire Act.
33 Hen. 8. s. 1. Cap. 13.	An Act for Attournements - - -	The entire Act so far as it relates to Distress for Rent.
10 Car. 1. s. 2. Cap. 4.	An Act concerning Grantees of Reversions to take advantage of Breaches of Condition, &c.	The entire Act.
10 Car. 1. s. 2. Cap. 5.	An Act for Recovery of Arrears of Rents by Executors of Tenant in Fee Simple.	The entire Act.
10 & 11 Car. 1. Cap. 7.	An Act of Explanation of a Statute made in this Realm in the Eighteenth Year of the Reign of the late King Edward the Fourth, intituled "An Act whereby Distresses taken for Rent may be sold."	The entire Act.
7 Wm. 3. Cap. 12.	An Act for Prevention of Frauds and Perjuries.	Sec. 1.
11 Anne, Cap. 2.	An Act for the more effectual preventing of Frauds committed by Tenants.	The entire Act, except Sec. 7; Sec. 8 being already repealed.
4 Geo. 1. Cap. 5.	An Act to explain and amend an Act, intituled "An Act for the more effectual preventing of Frauds committed by Tenants."	The entire Act except Sec. 1.
3 Geo. 1. Cap. 2.	An Act for amending an Act, intituled "An Act to explain and amend an Act intituled "An Act for the more effectual preventing of Frauds committed by Tenants.'"	The entire Act except Secs. 8, 9, 10.
10 Geo. 1. Cap. 5.	An Act for the further Encouragement of finding and working Mines and Minerals within this Kingdom.	Secs. 4, 5, 6, and 7.

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Date of Act.	Title of Act.	Extent of Repeal.
5 Geo. 2. Cap. 4.	An Act for the further explaining and amending the several Laws for preventing Frauds committed by Tenants, and for the more easy Renewal of Leases, and for the further Amendment of the Law in certain Cases therein mentioned.	Secs. 1, 2, 3, and 4.
11 Geo. 2. Cap. 5.	An Act to explain and amend an Act intituled "An Act for preventing Inconveniences that may happen by Privilege of Parliament."	Sec. 3.
51 Geo. 2. Cap. 8.	An Act for the more effectual securing the Payment of Rents, and preventing Frauds by Tenants.	Section 9.
17 Geo. 2. Cap. 10.	An Act to prevent the pernicious Practice of burning Land, and for the more effectual destroying of Vermin.	The entire Act.
25 Geo. 2. Cap. 13.	An Act for explaining, amending, and making more effectual the Laws relating to Landlord and Tenant.	Secs. 1, 2, and 3.
1 Geo. 3. Cap. 17.	An Act for reviving, continuing, and amending several temporary Statutes, and for other Purposes therein mentioned.	Secs. 2, 3, 4, and 5.
3 Geo. 3. Cap. 29.	An Act for the more effectual preventing the pernicious Practice of burning Land.	The entire Act.
5 Geo. 3. Cap. 10.	An Act for the more effectually carrying into execution the Laws heretofore made to prevent the pernicious Practice of burning Land.	The entire Act.
15 & 16 Geo. 3. Cap. 27.	An Act to amend the several Acts of Parliament made in this Kingdom for the more effectual preventing of Frauds by Tenants.	The entire Act.
23 & 24 Geo. 3. Cap. 46.	An Act for the Apportionment and more easy Recovery of Rents in certain Cases.	The entire Act.
31 Geo. 3. Cap. 40.	An Act for the Preservation of Shrubs and Trees.	The entire Act.
40 Geo. 3. Cap. 24.	An Act for more effectually preventing the burning of Land.	The entire Act.
STATUTES of the PARLIAMENT of the UNITED KINGDOM of GREAT BRITAIN AND IRELAND.		
46 Geo. 3. Cap. 71.	An Act to amend several Acts for the Encouragement of finding and working Mines and Minerals within Ireland.	Secs. 2 and 3.
54 Geo. 3. Cap. 115.	An Act to amend an Act of the Parliament of Ireland for preventing the pernicious Practice of burning Land, and for the more effectual destroying of Vermin.	The entire Act.

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Date of Act.	Title of Act.	Extent of Repeal.
56 Geo. 3. Cap. 88.	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.	Sec. 14, being the Residue of the Act unrepealed.
1 Geo. 4. Cap. 41.	An Act to extend the Benefit of Two Acts made in the Fifty-sixth and Fifty-eighth Years of the Reign of His late Majesty King George the Third, for amending the Law of Ireland respecting the Recovery of Tenements from absconding, overholding, and defaulting Tenants.	Sec. 2.
1 Geo. 4. Cap. 87.	An Act for enabling Landlords more speedily to recover Possession of Lands and Tenements unlawfully held over by Tenants.	The entire Act, as regards Ireland.
4 Geo. 4. Cap. 89.	An Act to limit and regulate the Expense of certain Proceedings in the Courts of Justice in Ireland in the Particulars therein mentioned.	Sec. 1.
7 Geo. 4. Cap. 29.	An Act to amend the Law of Ireland respecting the Assignment and sub-letting of Lands and Tenements.	The entire Act, except as to Leases, Instruments, and Agreements for Leases made between the 1st Day of June 1826 and the 1st Day of May 1832.
7 & 8 Geo. 4. Cap. 67.	An Act for the better Administration of Justice at the holding of Petty Sessions by Justices of the Peace in Ireland.	Sec. 17.
9 Geo. 4. Cap. 56.	An Act for consolidating and amending the Laws in Ireland relative to malicious Injuries to Property.	Secs. 25, 26, 27, 28, and 29.
2 Wm. 4. Cap. 17.	An Act to repeal an Act passed in the Seventh Year of His late Majesty King George the Fourth, intituled "An Act to amend the Law of Ireland respecting the Assignment and sub-letting of Lands and Tenements," and to substitute other Provisions instead thereof.	The entire Act, except Section 1.
4 & 5 Wm. 4. Cap. 22.	An Act to amend an Act of the Eleventh Year of King George the Second, respecting the Apportionment of Rents, Annuities, and other periodical Payments.	Secs. 2 and 3.
8 & 9 Vict. Cap. 106.	An Act to amend the Law of Real Property -	Sec. 3, save so far as same relates to Feoffments, Partitions, and Exchanges.
9 & 10 Vict. Cap. 111.	An Act to amend the Law in Ireland as to Ejectments and Distresses, and as to the Occupation of Lands.	Secs. 1, 2, 3, 4, 5, 6, 7, 8, and 9.
14 & 15 Vict. Cap. 25.	An Act to improve the Law of Landlord and Tenant in relation to Emblements and growing Crops seized in Execution.	Sec. 1, so far as regards Ireland.

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Date of Act.	Title of Act.	Extent of Repeal.
14 & 15 Vict. Cap. 57.	An Act to consolidate and amend the Laws relating to Civil Bill and other Courts of Quarter Sessions in Ireland, and to transfer to the Assistant Barrister certain Jurisdiction as to Insolvent Debtors.	Secs. 71, 72, 73, 74, 75, 76, 77, 78, 80, 81, 83, 84, 85, 86, 87, 88, 92, 93, 94, 95, and 96, so far as they relate to Proceedings between Landlord and Tenant, and to Persons in occupation who shall have signed Acknowledgments pursuant to the Act.

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