

To be construed with D. 33 of 1933

CHAPTER 92.

RENT AND PREMISES RECOVERY.

[No. IX of 1903.]

[18th March, 1903.]

Short title.

1. This Ordinance may be cited as the Rent and Premises Recovery Ordinance.

Interpretation.

2. In this Ordinance, unless the context otherwise requires,—

“person” comprehends a body politic, corporate, or collegiate, as well as an individual;

“premises” and “lands” respectively mean lands, houses, messuages, tenements, and corporeal hereditaments, and any undivided share thereof, and any estate or interest therein;

“landlord” means the person entitled to the immediate reversion of the premises, or, if the property is held in joint tenancy, coparcenary, or tenancy in common, means any one of the persons entitled to that reversion;

“agent” means anyone usually employed by the landlord in the letting of the premises or in the collection of the rents thereof, or specially authorised to act in the particular matter by writing under the hand of the landlord.

Recovery of Rents.

3. All rents not exceeding the sum of two hundred and forty dollars a year, accruing to a landlord for the hire of lands or premises situate in any part of the colony may be recovered, and are hereby declared to be recoverable, in the manner hereinafter set forth :

Summary recovery of rent under \$240 :

Proviso.

Provided that—

(a) no rent shall be recoverable under this Ordinance in any case where it is in arrears for more than four terms in case of a weekly tenancy, or two terms in case of any longer tenancy; and

(b) the terms in respect of which rent is sought to be recovered shall be the latest terms in respect of which rent is due.

4. Where it has been agreed between the tenant and his landlord or agent that the rent is to be payable in advance, the rent shall be deemed to be due and payable on the day on which it so becomes payable in advance, and in default of payment by the tenant on that day, proceedings may be taken against him for the default.

Case of rent payable in advance.

5.—(1) If when any rent not exceeding the sum aforesaid becomes due the tenant remains in default of payment thereof for seven days after it has become due, the landlord or his agent may lay his claim, with the particulars thereof in writing properly substantiated or sworn before a magistrate.

Claim by landlord before magistrate for rent due, and issue of distress warrant ;
form 1 ;
form 2.

(2) The magistrate shall thereupon issue a warrant authorising any constable or bailiff in the day time to enter, and if necessary to break open, the premises in respect of which the rent is due between the hours of nine in the morning and six in the afternoon, and, in presence of the landlord or his agent and under his direction, to distrain goods and chattels of the tenant sufficient to satisfy the amount due, except the wearing apparel and bedding of the tenant and his family and, (to the value of ten dollars) the tools and implements of his trade.

(3) The constable or bailiff, in the presence and at the desire or under the direction of the landlord or his agent, if sufficient property is not found on the premises, may distrain any of the goods and chattels of the tenant clandestinely carried off the premises wherever they are found within thirty days, unless they have been in good faith sold for a valuable consideration.

Distress on goods clandestinely removed.

6. The constable or bailiff, under warrant and in presence as aforesaid, may break open in the daytime any place where the goods are locked up or whither they have been fraudulently removed :

Breaking open place for goods removed :
form 3 ;
form 4 ;
Proviso.

Provided that, if that place is a dwelling-house, the landlord or his agent shall first satisfy the magistrate by sworn testimony that there is reasonable ground to suspect that the goods are concealed in it.

7. All those privy to or assisting in any fraudulent conveyance of the goods and chattels from the premises upon which any rent is due shall forfeit to the landlord double the value of the rent, to be recovered in any court of competent jurisdiction.

Liability of person assisting in fraudulent removal of goods.

Detention of
furniture
being
clandestinely
removed.

8. Any police constable, in the presence and at the desire, or under the direction, of a landlord or his agent, may stop and detain, until due inquiry can be made, all carts and carriages which he finds employed in removing furniture between the hours of six in the evening and six in the following morning; and he may detain and take to the nearest police station all furniture removed during those hours, whenever he has good grounds for believing that the removal is made for the purpose of evading the payment of rent.

Sale of goods
distrained
and not
replevied :

9. Where any goods or chattels are distrained for any rent reserved and due, they shall be set up for sale by public auction at the expiration of five days after the distress, unless the tenant or owner of the goods distrained replevy them as hereinafter provided :

Proviso.

Provided that the magistrate may extend the time for setting up the goods and chattels for sale.

Proceedings
in case of
replevy :
form 5 ;
form 6.

10.—(1) Where the tenant or owner of the goods distrained desires to replevy them he shall serve the bailiff with a notice to that effect before sale and at the same time deposit the amount of rent due and five dollars as security for costs, which shall include the cost for appraisement of the goods if the replevisor desires an appraisement, and shall sign an act of deposit or, in lieu of deposit, enter into a recognisance with at least one sufficient surety to the satisfaction of the magistrate conditioned for the due and effective prosecution of the action, including the payment of the costs aforesaid, and on concluding the aforesaid deposit and act of deposit, or recognisance, the bailiff shall restore those of the goods distrained in respect of which a replevin has been made.

(2) If the replevisor succeed in his action, the sums deposited for the amount of rent shall be paid over to him, and the defendant shall pay to the replevisor any costs to which he has been put or which have been awarded to him by judgement of the court.

(3) If the defendant succeeds in the action, the court shall find the value of the goods so distrained and judgement shall be given for the amount of that value if it does not exceed the amount of rent for which the distress was made, but if the amount of the value so found exceeds the amount of the rent judgement shall be given for the amount of the rent, and

the replevisor shall, in either case, pay all costs to which the defendant has been put, or such costs as are awarded by the judgement of the court, and the judgement with the costs shall be satisfied out of the sums so deposited, or in case of a recognizance by estreating it.

(4) No other cause of action shall be joined in an action for replevin, but this shall not prevent the party aggrieved from pursuing his remedy under the next ensuing section of this Ordinance, or of making any claim for damages he deems fit.

11. If any distress aforesaid is made by virtue or under colour of this Ordinance for rent pretended to be in arrear and due, where in truth no rent is in arrear or due to the person distraining or to him in whose name or right the distress is taken as aforesaid, then the owner of the goods or chattels distrained, his heirs, executors, administrators, and assigns, shall and may, by action to be brought within three months after the date of the distress against the person so distraining, his heirs, executors, or administrators, recover double the value of the rent claimed and distrained for, together with full costs of suit.

Liability of person distraining where no rent due.

12.—(1) Where an execution issued out of the Supreme Court is levied upon any goods or chattels whatsoever, lying or being in or upon any lands leased for life or lives, term of years, at will, or otherwise, those goods and chattels shall be sold by virtue of the execution, subject to the right of the landlord of the premises to payment out of the net proceeds of the sale, of the sum of money due for rent for the premises at the time of the taking the goods and chattels by virtue of the execution :

Preference of landlord over execution creditors for rent due to certain amount :

Provided that—

Proviso.

(a) the landlord, within five days from the date of the levy shall claim that sum by delivering to the marshal making the levy a statutory declaration, made and signed by himself or his agent, stating the amount of rent claimed to be in arrear and the time for and in respect of which that rent is due; and

(b) not more than six months' rent, or more than one hundred and twenty dollars, whichever sum may be the lower, shall be paid to the landlord for or in respect of the arrears.

(2) In that case the proper officer of the court shall, without further authority or warrant than is hereby granted, pay out to the landlord, after deduction of the costs of execution only, all and every sum and sums not exceeding six months' rent or one hundred and twenty dollars.

Effect of irregularity in making distress :

13.—(1) Where any distress is made for any rent justly due, and any irregularity or unlawful act is afterwards done by the party distraining or his agent, the distress itself shall not therefore be deemed to be unlawful, nor the party making it be deemed a trespasser ab initio, but the party aggrieved by the irregularity or unlawful act may recover by action in any court of competent jurisdiction, full satisfaction for any special damage he has sustained thereby, and no more :

Proviso.

Provided that where the plaintiff recovers in the action, he shall be paid his full costs of suit and have all the like remedies for them as in other cases.

(2) No tenant or lessee shall recover in an action for any irregularity or unlawful act aforesaid, if tender of sufficient amends has been made by the party distraining or his agent before action brought.

Recovery of Possession of Tenements.

Neglect to pay rent a determination of tenancy in certain cases.

14. Where the tenant of a house or room held by him as a tenant from month to month at a rent not exceeding the rate of five dollars a month, fails to pay the rent due within fourteen days, or, in case of a weekly tenant, within seven days after the day on which his rent becomes due and payable, the failure shall be deemed a determination of the tenancy and the landlord may proceed to recover possession of that house or room under the provisions of this Ordinance.

Proceedings for recovery of possession of tenement after determination of tenancy ; form 7 ;

15.—(1) Whenever the term or interest of any tenant of a tenement held by him for a term, either without being liable to the payment of rent, or at a rent not exceeding the rate of two hundred and forty dollars a year, has ended or has been determined by a legal notice to quit, or otherwise, if the tenant (or, when he does not himself occupy the premises or occupies only a part thereof, if the person by whom they or any part thereof are or is occupied) refuses or neglects to deliver up possession of them, the following proceedings shall be lawful, namely,—

(a) the landlord of the tenement or his known agent may claim possession of the premises before a

magistrate, and the magistrate shall, on the complaint being sworn before him, cause the tenant or occupier to be served with a summons in writing, signed by any magistrate, to appear before the magistrate of the district in which the premises are situate to show cause why possession of the premises should not be delivered up;

- (b) if the tenant or occupier does not appear at the time and place appointed, or does appear but does not show to the satisfaction of the magistrate reasonable cause why possession should not be delivered up, and still refuses or neglects to deliver up the possession of the premises to the landlord or agent, the magistrate, on proof of the holding and of the end or determination of the tenancy and the time and manner thereof, (and, where the title of the landlord has accrued since the letting of the premises, on proof of the right by which he claims the possession), may issue a warrant to any constable or bailiff requiring and authorising him, within a period to be named therein, not less than three clear days from the date of the warrant, to give possession of the premises to the landlord or agent; and the warrant shall be a sufficient warrant to any constable or bailiff executing it to enter upon the premises, with any assistants he deems necessary, and to give possession accordingly; but the entry shall not be made on a Sunday, Good Friday, Christmas Day, or public holiday, or at any time except between the hours of nine in the morning and four in the afternoon; and,

- (c)—(i) where the tenement consists of lands, and there are growing crops thereon which have been planted by the tenant or by those from whom he derives his interest, the magistrate may direct that the landlord shall, before obtaining the warrant, deposit with the magistrate the value of those growing crops, after deducting the amount of what is due and will become due for rent of the land up to the time when

the warrant will become executable, and after deducting the costs incurred, if the value of the crops exceeds that sum;

- (ii) the magistrate shall have full power to inquire into and determine the value of the crops, and, on the warrant being returned executed, may direct that the amount be paid over to the former tenant;
- (iii) the magistrate may authorise any person or persons to enter on the lands the possession of which is claimed, and direct him or them to appraise the value of the growing crops;
- (iv) everyone so appointed may enter on the lands and examine the crops, and everyone who obstructs any person so appointed shall be guilty of an offence and on conviction thereof shall be liable to a penalty not exceeding twenty-four dollars.

(2) If anyone who, previously to the execution of the warrant, was a tenant, after the execution of the warrant re-enters on the tenement, he shall be deemed a wilful trespasser, and shall be treated accordingly, unless he has acquired title to the tenement after the warrant was issued :

Penalty for obstructing valuer of crops :

Proviso.

Provided that nothing herein contained shall be deemed to protect anyone by whom a warrant to deliver possession of a tenement is sued out as aforesaid from any action brought against him by the tenant or occupier for or in respect of the entry and taking possession where he had not, at the time of suing out the warrant, lawful right to the possession of the premises.

(3) Proceedings for the recovery of tenements may be taken concurrently with proceedings for the recovery of rent.

Service of summons on tenant or occupier.

16. Every summons issued under the provisions of this Ordinance to any tenant or occupier to appear before a magistrate may be served either personally or by leaving it for him with someone in occupation of the tenement, and where the tenant of the tenement does not reside therein, either by serving the summons personally upon him, or by leaving it at his usual place of abode two clear days before the day appointed for the appearance; but if the

person so holding over cannot be found and admission into the premises so held over cannot be obtained, and the place of abode of the person not residing as aforesaid is either unknown or admission thereto cannot be obtained, the posting of the summons on some conspicuous part of the premises shall be deemed to be good service upon that person.

17.—(1) Wherever the person to whom any warrant aforesaid is granted had not at the time of granting it lawful right to the possession of the premises, the obtaining of the warrant shall be deemed a trespass by him against the tenant or occupier of the premises, although no entry may be made by virtue of the warrant; and if the tenant or occupier becomes bound, with two sureties as hereinafter provided, to be approved by the magistrate, in a sum to him seeming reasonable, regard being had to the value of the premises and to the probable costs of an action, to sue the person to whom the warrant was granted with effect and without delay, and to pay all the costs of the proceedings in the action in case judgement is given for the defendant, or the plaintiff discontinues or does not prosecute his action or is nonsuited therein, execution of the warrant shall be delayed until judgement is given in the action; and if, on the trial of the action, judgement is given for the plaintiff, that judgement shall supersede the warrant so granted and the plaintiff shall be entitled to double costs in the action.

Case of
warrant
obtained
without
right to
possession :

(2) The bond shall be made to and at the cost of the landlord or his agent, and shall be approved and signed by the magistrate; and if the bond so taken is forfeited, or if on the trial of the action for securing the trial of which the bond was given the judge by whom it is tried does not indorse upon the record in court that the condition of the bond has been fulfilled, the party to whom the bond has been so made may bring an action, and recover thereon :

Provided that the court where the action last aforesaid is brought may by order give any relief to the parties upon the bond agreeable to justice, and that order shall have the nature and effect of a defeasance to the bond.

Proviso.

18. No action or prosecution may be brought against the magistrate by whom the warrant aforesaid has been issued, or against any constable or bailiff by whom it is executed, for that issue or execution respectively, by reason that the person on whose application it was granted had not lawful right to the possession of the premises.

Protection of
magistrate
and bailiff.

When irregularity in proceeding where landlord has good title to possession :

19. Where the landlord at the time of applying for the warrant aforesaid had lawful right to the possession of the premises, or of the part thereof so held over as aforesaid, neither he nor his agent, nor any other person acting in his behalf shall 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 Ordinance, but the party aggrieved, if he thinks fit, may bring an action for the irregularity or informality, in which the damage alleged to be sustained thereby shall be specially laid, and may recover full satisfaction for that special damage, with costs of suit :

Proviso.

Provided that, if the special damage so laid is not proved, the defendant shall be entitled to judgement, and if proved but assessed by the court at any sum not exceeding two dollars, the plaintiff shall recover no more costs than damages, unless the court or judge before whom the trial has been held certifies upon the back of the record that full costs ought to be allowed.

Miscellaneous Provisions.

Regulation of costs of distress and ejectionment.

20. No one whatsoever making, or employed in any manner whatsoever in making, any distress for rent, or in ejecting any tenant, or in doing any act whatsoever in the course of the distress, or for carrying it into effect, shall take or receive out of the produce of the goods or chattels distrained upon and sold, or from the tenant distrained on or ejected, or from the landlord, or from any other person whomsoever, other or more costs and charges for and in respect of that distress or ejectionment or any other matter or thing done therein than those fixed and allowed by law and appropriated to each act done in the cause of the distress or ejectionment; and no one whatsoever shall make any charge whatsoever for any act, matter, or thing in respect of which the costs and charges are so fixed, allowed, and appropriated, unless that act has been really done.

See second schedule.

Remedy for taking unauthorised costs and charges.

21.—(1) If anyone in any manner levies, takes, or receives from any person whomsoever, or retains or takes from the produce of any goods sold for the payment of the rent, any other or greater costs and charges than are so fixed, allowed, and appropriated as aforesaid, or makes any charge whatsoever for any act, matter, or thing aforesaid which has not been really done, the party aggrieved by those practices may apply to a magistrate for the redress of his grievances so occasioned.

(2) The magistrate shall summon the person of whom complaint is made to appear before him at a reasonable time to be fixed in the summons, and examine into the matter of the complaint by all legal ways and means, and also hear in like manner the defence of that person.

(3) If, on the hearing, it appears to the magistrate that that person has levied, taken, or received, other and greater costs and charges than are so fixed, allowed, and appropriated as aforesaid, or made any charge for any act, matter or thing aforesaid which has not been really done, he shall order and adjudge treble the amount of the moneys so unlawfully taken to be paid by the person who has so acted to the party who has thus preferred his complaint thereof, together with full costs.

(4) In case of non-payment of any moneys or costs so ordered and adjudged to be paid, the magistrate shall forthwith issue his warrant to levy them by distress and sale of the goods and chattels of the party ordered to pay them, rendering the overplus, if any, to the owner after the payment of the charges of the distress and sale; and, if no sufficient distress can be had, the magistrate shall, by warrant under his hand, commit the party to prison, there to remain for any time not exceeding the space of two calendar months, unless the order or judgement is sooner satisfied.

22.—(1) The magistrate may, at the request of either of the parties, summon all persons as witnesses and may administer an oath to them touching the matter of the complaint or of the defence to it:

Summoning
of witnesses.

(2) Anyone so summoned who fails without any reasonable or lawful excuse to obey the summons, or refuses to be examined upon oath, shall forfeit and pay a sum not exceeding ten dollars, to be ordered, levied, and paid in the manner, and by the means, and with the power of commitment hereinbefore directed as to the order and judgement to be given between the parties in the original complaint, excepting so far as regards the form of the order.

23. The magistrate may, if he finds that the complaint of the party aggrieved is not well founded, order and adjudge costs, not exceeding ten dollars, to be paid to the party against whom complaint is made, which order shall be carried into effect, and levied, and paid in the manner,

Power to
order costs
if complaint
not well
founded :

and with like power of commitment, hereinbefore directed as to the order and judgement founded on the original complaint :

Proviso.

Provided that—

- (a) nothing herein contained shall empower the magistrate to make any order or judgement against the landlord for whose benefit any distress or ejectment has been made, unless the landlord has personally levied the distress or ejected the tenant; and
- (b) no one aggrieved by any distress, or any process of ejectment for rent, or by any proceedings had in the course thereof, or by any costs and charges levied upon him in respect thereof, shall be barred from any legal or other suit or remedy which he might have had before the commencement of this Ordinance, excepting so far as any complaint to be preferred under this Ordinance has been determined by the order and judgement of the magistrate before whom it has been heard and determined, and that order and judgement shall and may be given in evidence under the plea of the general issue in all cases where the matter of the complaint may be made the subject of any action.

Proof of order and judgement.

24. An order and a judgement on any complaint aforesaid may be proved before any court by proof of the signature of the magistrate thereto; and orders regarding persons who have been summoned as witnesses shall be made in the form to the magistrate seeming most fit and convenient.

Delivery of copy of costs and charges of distress.

25. Every agent or other person who makes and levies a distress shall give a copy (signed by him) of his charges, and of all the costs and charges of any distress, to the person or persons on whose goods and chattels the distress is levied.

Use of forms; first schedule.

26. The forms contained in the first schedule hereto shall be deemed and held to be the forms under this Ordinance, and wherever any of those forms does not suit the facts and circumstances of the case, then any other form adapted to those facts and circumstances shall be deemed and held to be sufficient.

27. The fees and costs set forth in the second schedule hereto may be demanded and taken in respect of the several matters therein mentioned, and the provisions of the Summary Jurisdiction (Magistrates) Ordinance shall apply to those fees and costs as if they were fees and costs payable under that Ordinance.

Fees and costs ; second schedule. Chapter 9.

FIRST SCHEDULE.

(Section 26.)

FORMS.

1.

(Section 5.)

Warrant of Distress.

DISTRICT.

To *E. F.*, of

A.B., in the county of _____ having laid before me his claim which he holds against *C.D.* for the sum of _____ for rent, with the particulars thereof, and duly sworn, I do hereby authorise you, the said *E.F.*, to enter on the premises on which the said rent is due, in the daytime, between the hours of nine in the morning and four in the afternoon, and, in the presence of the said *A.B.* or his agent, and under his direction, to distrain the goods and chattels except the wearing apparel and bedding of *C.D.* and his family, and (to the value of ten dollars) the tools and implements of his trade in the premises [*or as the case may be*] which he holds of *A.B.*, in the county aforesaid, for _____ amount of rent due to him for the said premises on the _____ day of _____ last past; and for your so doing, this shall be a sufficient warrant.

Dated this

day of

19 .

(Signed)

J.C.

2.

(Section 5.)

Inventory of Goods Distrained.

An inventory of the several goods and chattels distrained by me whose name is under-written, the _____ day of _____ 19 _____, in the premises of *C.D.*, situate at _____ in the county of _____ by the authority and on the behalf of *A.B.*, of _____ for _____ amount of rent due to him, the said *A.B.*

In the dwelling-house—one table, six chairs.

In the out-houses—a washing tub.

3.

(Section 6.)

Complaint before a magistrate, where goods are being fraudulently removed, or secured in a dwelling-house to prevent them from being taken as a distress for Rent.

A.B., of _____ complains and makes oath that certain goods and chattels of *C.D.*, of _____ have, within thirty days last past, been fraudulently and clandestinely conveyed and carried away from _____ situate at _____ by the said *C.D.*, his servant or servants, agent or agents, or other person or persons aiding or assisting therein, to prevent the said *A.B.* from distraining the said goods and chattels for amount of rent due to the said *A.B.* for the said _____ and that the said goods and chattels are put, placed, and kept in the dwelling-house [stable, outhouse, yard, close, or other place] of _____ at _____ locked up, fastened, or otherwise secured so as to prevent the said goods and chattels from being taken and seized as a distress for rent; and that the said *A.B.* has a reasonable ground to suspect, and does suspect, that the said goods and chattels are in the said _____ of the said _____ at _____

(Signed)

A.B.

Taken before me
this _____ day of _____ 19 - ,
at _____

(Signed)

Magistrate.

4.

(Section 6.)

Warrant to follow and search for goods fraudulently removed to prevent distress.

DISTRICT.

To all Constables and Bailiffs.

Whereas *A.B.*, of _____ has this _____ day of _____ 19 _____, exhibited his complaint and made oath before me, magistrate for the said colony, that certain goods and chattels of *C.D.* have been, within thirty days last past, fraudulently and clandestinely conveyed and carried away from a certain house and premises, situate at _____ by the said *C.D.*, his servant or servants, agent or agents, or other person or persons aiding or assisting therein, to prevent the said *A.B.* from distraining the said goods and chattels for amount of rent due from the said *C.D.* to the said *A.B.* for the said house and premises; and that the said goods and chattels are put, placed, and kept in the dwelling house of the said *C.D.* [or of *N.O.*] situate and being at _____ in the county of _____ locked up, fastened, or otherwise secured so as to prevent the said goods and chattels from being taken and seized as a distress for rent; and that the said *A.B.* has a reasonable ground to suspect, and does

suspect, that the said goods and chattels are in the said dwelling-house of the said . . . This is therefore to command you, and each and every of you, to aid and assist the said *A.B.*, his agents, bailiff, receiver, or other person or persons empowered to take and seize as a distress for rent the said goods and chattels, in the daytime to break open and enter into the said dwelling-house of the said . . . and to take and seize the said goods and chattels for the said amount of rent, according to law.

Dated this . . . day of . . . , 19 . . .

(Signed)

Magistrate.

5.

(Section 10.)

Appraisement.

The appraisement may be in the form of the inventory, specifying the particulars and their respective valuation, and then add at the end, "Appraised by us, this . . . day of . . . 19 . . ."

(Signed)

G.H. } Sworn Appraisers.
J.K. }

6.

(Section 10.)

Act of Deposit.

Know all men by these presents that I, *C.D.*, of . . . have this day deposited with . . . esquire, magistrate, the sum of . . . dollars and five dollars, upon the following conditions, that is to say that if I, the said *C.D.* do appear at the next sitting of the court to be holden at . . . and do then and there prosecute my suit with effect and without delay against *A.B.*, for the taking and unjustly detaining my goods and chattels, to wit, [*here describe the goods and chattels*] and do make return of the said goods and chattels, if a return hereof is adjudged, then this present act of deposit and obligation to be void and of no force ; otherwise to stand and remain in full force, vigour, and effect

Dated this . . . day of . . . 19 . . .

(Signed)

C.D.

Witness :—

(Signed)

L.M.

7.

(Section 15.)

Complaint before a Magistrate.

DISTRICT.

The complaint of [owner, or agent of the owner, etc., as the case may be], made upon oath before me, the undersigned magistrate for the [] district, who saith that the said [] did let to C.D. a tenement consisting of [] for [] under the rent of [] and that the said tenancy expired [or was determined], by notice to quit, given by the said [] [or otherwise as the case may be], on the [] day of [] 19 [], and that, notwithstanding such expiration [or determination] the said [] refused [or neglected] to deliver up possession of the said tenement, and still detains the same.

(Signed)

Owner [or Agent].

Taken before me
this [] day of []
at []

, 19 []

(Signed)

Magistrate.

8.

(Section 15.)

Warrant of ejectment.

DISTRICT.

To [] of [] and all other Constables and Bailiffs.
Whereas [set forth the complaint], I, the undersigned magistrate for the [] district, do authorise and command you, on any day within [] days from the date thereof, except on Sunday, Christmas Day, and Good Friday, between the hours of nine in the morning and four in the afternoon, to enter (by force, if needful), and with or without the aid of [] the owner [or agent of the owner as the case may be], or any other person or persons whom you may think requisite to call to your assistance, into and upon the said tenement, and to eject thereout any person, and of the said tenement full and peaceable possession to deliver to the said [] the owner [or agent of the owner, as the case may be.]

Dated this [] day of []

, 19 []

(Signed)

Magistrate.

9.

Consent for distrainer to continue in possession.

(Not liable to stamp duty.)

I, *C.D.*, do hereby request that *A.B.*, my landlord, who, on the day of _____, 19____, distrained my goods and chattels on my premises at _____ in the county of _____ will forbear the sale thereof until the _____ day of _____, 19____, in order to enable me to discharge my said rent; and I do consent that the said goods and chattels so distrained may remain at my proper cost, and in his possession, upon the premises where they now are until that time, and I undertake not to replevy the said goods and chattels.

Dated this _____ day of _____, 19____.

(Signed)

C.D.

Witness :—

(Signed)

L.M.

SECOND SCHEDULE.

(Section 27.)

TABLE OF FEES.

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