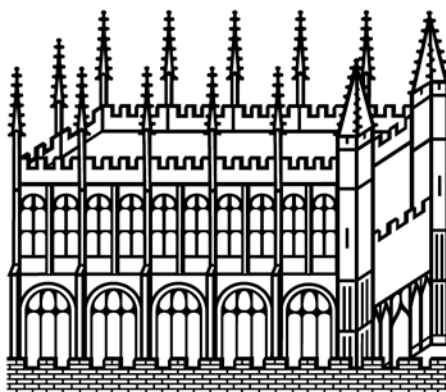




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7.
L A W S

RELATING TO

Landlords, Tenants,
AND LODGERS :

CONTAINING EVERY NECESSARY INFORMATION

RESPECTING

**LETTING OF HOUSES OR LODGINGS, FIXTURES,
RECOVERY OF RENT,**

NOTICE TO QUIT, EJECTMENT, &c. &c.

INCLUDING

ABSTRACTS OF THE ACTS FOR LIMITING BROKERS' CHARGES,

***And for enabling Landlords to recover possession of Lands
and Tenements unlawfully held over by Tenants.***

AND, ALSO,

THE NEW WINDOW DUTIES.



LIVERPOOL :

PRINTED AND PUBLISHED BY WILLMER & Co.

PRICE SIXPENCE.

THE
L A W S
RELATING TO
**LANDLORDS, TENANTS, AND
LODGERS.**

LEASES, &c.

A **LEASE** must necessarily be for a shorter time than the lessor, or landlord, possesses in the premises; otherwise it would come under the denomination of an **ASSIGNMENT**, and *not* a **LEASE**.

No persons but such as are duly qualified should receive any reward for drawing out a lease; for, by 44 Geo. III. it is enacted, that, "If any person shall, for, or in expectation of, any fee, gain, or reward, directly or indirectly, draw or prepare any conveyance of, or deed relating to, any real or personal estate, or any proceedings in law or equity, except those who are qualified, having taken out their certificates, they shall forfeit the sum of £50."

In order to make a lease valid, it is requisite that the parties are competent to make a contract, and that the landlord have sufficient interest in the premises to enable him to give a good title to the tenant. Lunatics and married women are incompetent; and by the statute of 32 Henry VIII. it was enacted, "That all leases of any dwelling-houses or shops, within this realm, or any of the king's dominions, made to any stranger, artificer, or handicraftsman, born out of the king's obedience, not being denizen,* shall be void and of none effect."—The lessor and lessee are liable to the penalty of "one hundred shillings" each.

According to law, all leases for a longer time than three years, must be in writing; for by the 29th Car. II. "Leases parole, or by word of mouth, will be void, if they exceed three years from the time of making.

An action of debt will lie *after* the expiration of a lease, for rent due *before*. 3 Cro. 23.

A lessee who covenants to pay rent and to repair, with an

* A person born out of the king's dominions, but naturalized by letters patent.

exception of casualties by fire, is liable upon the covenant for rent, though the premises be burned down, and not rebuilt by the lessor after notice. *Belfour v. Weston*, 1 *Term Reports*, 310. It is therefore proper to make an exception as to accidental fire, in the covenants to repair and pay rent. If a lease is made for a longer term than the lessor has therein, a court of equity shall establish such lease for his term. 2 *Term Rep.* 271—2 *Revinz's Rep.* 142.

When a lease expresses, that if the rent be unpaid at the day appointed, the lease shall be disannulled; yet though the rent be claimed on the day, and not paid, the lease remains valid, unless an entry be made.

When a person has a lease of a house for years, and agrees with the lessor to repair the house during those years, and leave it in as good condition as he found it, and any accident should happen, such as being burnt by fire or lightning, blown down by tempest, or otherwise destroyed, the tenant must build it up again, so as to leave it in as good condition as he found it.

If a landlord gives previous notice, he may enter the premises of his tenant during his term, though it be not expressly agreed, to see the state of the repairs.

The tenant must deliver up possession to the lessor when the lease is expired, or he will be liable to the rent.

The term demised is not effected when the lease is lost or mislaid, provided the tenant can prove the term to be unexpired.

A covenant in a lease not to assign, does not extend to an under-lease for part of the term. 9 *Black. Rep.* 766.

A lease may be dated back, but must not be dated forward.

FORM OF AN AGREEMENT FOR LETTING A HOUSE, &c.
FOR THREE YEARS.

Memorandum, made the day of 182 ,
between A. B. of , and C. D. of , as follows.

The said A. B. doth hereby let unto the said C. D. a house and garden, with the appurtenances, situated in , in the parish of , for three years certain. The rent to commence from Lady-day next, at and under the yearly rent of £ , payable quarterly, the first payment to be at Midsummer-day next.

The said C. D. doth agree to take the said house and garden of the said A. B. for the term and rent payable in manner aforesaid; and that he will at the expiration of the term, leave the house in as good repair as he found it. As witness our hands.

Witness, E. F.

A. B.
C. D.

AGREEMENT FOR LETTING A HOUSE BY THE YEAR.

Memorandum, made this day of , one thousand eight hundred and , between A. B. of , and C. D. of , as follows: The said A. B. doth hereby let unto the said C. D. a dwelling-house, No. , street, , for the term of one year certain, and so on from year to year, until half a year's notice to quit be given by either party, at the yearly rent of £ , payable quarterly, to commence at Lady-day next. The said A. B. doth agree also to pay the land and property taxes, and to keep his said house in all necessary repairs, so long as the said C. D. shall continue therein. And the said C. D. doth agree to take the said house of A. B. for the term and rent and pay all taxes, except those on land and property, and the other conditions aforesaid. Witness our hands, the day and year above written.

A. B.
C. D.

Witness, E. F.

AGREEMENT FOR A LEASE OF A HOUSE.*

Memorandum, made this day of , in the year , between A. B. of , and C. D. of , as follows: The said A. B. doth hereby agree, with all convenient speed, to execute unto the said C. D. a lease of ALL that messuage, late in the possession of E. F. situate No. , street, in the parish of , to hold to him the said C. D. his heirs and assigns, from Midsummer-day next ensuing, for the term of years, at the yearly rent of £ , to be paid quarterly: which lease shall contain all reasonable and usual covenants; and particularly that the said A. B. [here state what is to be done by the Landlord]; and likewise the said C. D. will [here state what is to be done by the Tenant] during the said term. In consideration whereof, the said C. D. doth hereby agree to accept such lease, and to execute a counterpart thereof, when tendered to him for that purpose.

A. B.
C. D.

Witness, G. H.

This agreement will hold good instead of a lease, if the parties are so inclined; but if a real deed, containing all the usual covenants, is intended, it is advisable to employ a person properly qualified; and therefore a precedent is

* This requires an agreement stamp.

not necessary in a work designed only for the information of the public, and not as a book of precedents for professional men.

ASSIGNMENT.

An assignment must necessarily be in writing; but there is no particular form necessary, so that the words be sufficiently clear to be understood by the parties.

Where an assignment is proper, the assignee has the whole term of the assigner made over to him; then all that the assigner covenants, the assignee is bound to perform.

If a lessee assign over his term, the lessor is not obliged to accept the assignee for his tenant, but may still resort to his lessee; if, however, he receive rent of the assignee, knowing of the assignment, he has determined his election, and shall not afterwards have an action or debt against the lessee, for rent due after the assignment; though it has been held that he may nevertheless maintain an action on the lessee's covenant, that being a personal engagement, which is not waved by the assignment. *Noy Max.* 91.

An assignee is not bound by a covenant entered into by the assigner, and broken *before* the assignment. 3 *Bur.* 1271.

UNDER-LEASE.

When a lessee, or tenant, grants only part of his term to another, the transfer is denominated an under-lease; the under-lessee must fulfil his contracts with the lessee, but has nothing to do with the original lease granted by the landlord.

TENANCY AT WILL.

This once precarious and uncertain tenure is now generally construed to be a tenancy from year to year.

TENANT AT SUFFERANCE.

When a lease is expired, and the tenant keeps possession without a new contract, he is demed a tenant at sufferance, at the former rent; but on the landlord's acceptance of any rent after the expiration of the lease, the tenant may hold the premises from year to year, till half a year's notice is given.

The landlord cannot charge the tenant with double rent, under 4 *Geo. II. c. 28*, without giving him reasonable

notice to quit at the expiration of his term.—1 *Durnf. & East*, 162.

But the tenant who holds possession after the expiration of his lease, may be ejected without any notice; for he is deemed a trespasser. *Ibid*.

TENANT FROM YEAR TO YEAR.

All demises where no certain term is mentioned, are held to be tenancies from year to year, which neither party can determine without half a year's notice.—5 *Bl. Com.* 145.

A tenant in taking possession of premises by agreement with the former tenant or lessee, will be liable to pay rent and taxes in arrear; but he may demand re-payment from the former tenant, excepting taxes chargeable on the landlord, which may be deducted from the rent.

NOTICE TO QUIT PREMISES.

It may be necessary on this subject to state, that much depends upon custom. The usual mode of letting houses is by the year, at a certain annual rent, to be paid quarterly. We seldom hear of a house being taken by the quarter, month, or week. Therefore, unless a written agreement can be produced, a tenant must be considered as tenant for one year, and from year to year, as long as the parties agree, and is, by the law, considered the same as a tenant for years, provided the rent exceeds forty shillings per annum. The case of a lodger is quite different.—Lodgings are generally let by the week, month, or quarter, and not by the year; and, therefore, without some convincing proof to the contrary, such as the annual payment of the rent, or a written agreement, a lodger can only be considered as a weekly, monthly, or quarterly, lodger, according to the time agreed upon for the payment of the rent, which is the universal rule of decision.

A lodger, therefore, who pays weekly, must have a week's notice; and one who pays monthly, a month's notice; and one who pays quarterly, a quarter's notice, and so much more as the tenant pleases.

Agreeably to the opinion of eleven Judges, among whom were Lord Chief Justice De Grey and Lord Mansfield, EVERY TENANT FOR YEARS, (or one who holds from year to year,) is entitled to half a year's notice, which must be given in such manner, that the tenant must quit the premises at the same quarter-day on which he took possession: for instance, if his rent commenced at Midsummer, the notice must be

served at or before Christmas, that he may quit at Midsummer. And they held the like law as to houses let at will, unless there be some usage or custom, in the place or district where the house is situate, to give a shorter or other kind of notice to quit. Many landlords who have had tenants better acquainted with the law than themselves, have experienced much perplexity from their ignorance on this subject.

A person took a house under a *parole** demise, on the 15th of May, 1781, the rent to commence from Midsummer following. On the 26th of March, 1785, the tenant received notice to quit on the 29th of September following. The question was, whether the rule which requires half a year's notice to be given to a tenant at will, also requires that such notice shall expire at the end of a complete year from the commencement of the tenancy. The Court determined that it must so expire. — *Wright v. Darnley*. East. Term. 26 Geo. III.

If notice be given up to a wrong time, or a quarter instead of half a year, such warning should be objected to as soon as possible.

Where *three* months' notice to quit had been given, where *six* was in strictness necessary, and no objection was made to it at the time the notice was deemed good and binding on the party accepting it. 1 *Esp. Ca.* 276.

But a tenant may object to the insufficiency of such notice on his trial, if he did not accept it. 4 *T. Rep.* 361.

When premises are held by lease, or for a certain time, and no longer, the expiration of the term is sufficient notice to quit, without any other. 1 *T. Rep.* 162.

Where a tenant comes in after any of the regular quarter-days, he should pay a separate sum for the remainder of the quarter; and commence ANNUAL tenant at the quarter-day. This will, in all probability, render his notice to quit, and the expiration of his term, more convenient both to himself and his landlord.

A *parole* notice to quit by a tenant on a *parole* lease, is good notice within the meaning of the statute. 11 G. II. c. 19. 1 *Black. Rep.* 533.

The usual and best way of giving notice to a tenant, is to quit, or pay double rent. This is also esteemed the best method when the landlord intends only to raise the rent, as he may afterwards agree for a less sum than he has specified in the notice.

If the landlord cannot ascertain the time when the tenancy commenced, he may enquire of the tenant, who must be served with notice to quit at the time that he mentions

* Word of mouth.

and must obey the warning, whether it be the true time or not, as it is agreeable to his own words; if he refuses to give the information desired, the landlord, instead of *on or before*, as in the following form, must insert, *at the end and expiration of the current year of your tenancy, which shall expire next after the end of one half-year from the date hereof.* This is lawful notice.

FORM OF NOTICE TO QUIT, OR PAY DOUBLE RENT,

Agreeably to 4 Geo. II. c. 28.

"Sir,

To Mr. A. B.

"I hereby give you notice to deliver up possession, and quit, *on or before* next, the [Here state house, or apartment.] and appurtenances which you now hold of me, in [Insert the name of the street, &c.] and in default of your compliance therewith, I do and will insist on your paying me for the same, the [weekly] rent or sum of , being double the present [weekly] rent for such time as you shall detain the key and keep possession over the said notice. Witness my hand, this day of 182

Witness, K. L.

F. G.

A TENANT'S NOTICE TO HIS LANDLORD.

"Sir,

"I hereby give you warning of quitting the [house or apartment] I now hold of you, No. Queen-street,

Cheapside, *on or before*

Dated the day of 182

From your humble servant, C. D.

To Mr. A. B.

[These forms will serve respecting either houses or lodgings.]

Generally speaking, where notice is required by law to be given to a party, leaving it at his dwelling-house is sufficient.

LODGINGS IN GENERAL.

The laws of England do not seem to make any distinction between lodgers and other tenants, as to the payment of their rents, or to the turning of them out of possession; for lodgers are equally liable to the like penalties, forfeitures, and punishments, in case of non-payment of their rents, or not quitting the premises according to notice and agreement, as other tenants are.

But with respect to lodgings, an exception must be made

to the rule laid down, that notice must expire on the quarter-day, whereon the tenancy began.* These depend either upon the agreement between the parties, or the particular circumstances of the case, as the length of the time for which they are taken, &c.—if for a less term than a year certain, any *reasonable* notice is held to be sufficient. 1 *Durnf. & East.* 163.

What is a *reasonable* notice, must, in case of dispute, be decided by a jury. In London, if no particular notice is mentioned, it is generally understood that a week's notice shall be given, if the apartments are taken by the week; a month's notice, if taken by the month; and a quarter's notice, if taken by the quarter; † but if they are taken for a month, or any other time certain, no notice is expected or required, it being necessarily implied, that when the period for which they were taken arrives, the tenant is to depart, unless he enters into some fresh agreement.

A housekeeper may detain the property of a lodger, whilst on the premises, till the rent is paid.

A housekeeper may distrain the goods of a lodger for rent, in the same manner as a landlord distrains those of a tenant.

FURNISHED LODGINGS.

Lodgings ready-furnished are usually let by the week, on payment of a certain sum, part of which is for the apartment, and part for the use of the furniture; which has given rise to a question of some difficulty, whether the whole is, or is not, RENT.—It was the opinion of a barrister, whose writings have been held in considerable estimation, that the whole is not rent, and that it is therefore unlawful to distrain the property of a lodger for that part of the sum which is due for the use of the furniture.—Many lodgers have placed too much confidence on this opinion, and have neglected to pay their rent, till, contrary to their expectation, their property has been distrained and sold.

Persons renting furnished apartments, frequently absent themselves, without apprising the housekeeper, and probably the rent in arrear. If the housekeeper has ground to believe the lodger has left, the second week of such absence he should send for a constable, and in his presence, enter the

* This exception refers to weekly, monthly, and quarterly lodgers, but not to those who agree for possession by the year.

† It was agreed in the case of *Parry v. Hazell*, that notice had reference in all cases to the letting, unless controlled by the express agreement of the parties, or the particular custom of the place. 1 *Es. C.* 94.—*Paul*, p. 67.

apartment, take out the lodger's property, and secure it, until a request be made for it; and the housekeeper may take possession of his apartment; and if, after fourteen days' public notice, given in the London Gazette, the lodger does not come and pay the arrears, the housekeeper, for the sum due, may sell the said property.

Taking goods, &c. from furnished lodgings, with intent to steal, is felony.

CAUTIONS RESPECTING LODGERS,

PARTICULARLY IN UNFURNISHED APARTMENTS.

Housekeepers and lodgers cannot be too cautious in their agreements respecting the time they agree for, and the notice they require, as the loose and indefinite manner in which lodgings are frequently let, render both housekeepers and lodgers liable to many disputes. The general intention is to let unfurnished lodgings by the quarter; but the rent being stated at twenty or thirty pounds a year, it frequently happens, that the lodger (and sometimes the housekeeper) asserts that the agreement was by the year, and demands half a year's notice to quit at the end of a complete year from the commencement. In letting lodgings quarterly, it would certainly be more correct to state the rent at five pounds a quarter, than at twenty pounds a year; and the notice should be particular.

Annual lodgings are properly admissable under a housekeeper who is the proprietor of the premises, or who holds possession by a lease for an unexpired term of years, because such a housekeeper is able to give half a year's notice to his lodgers, so that they may quit at the end of a complete year from the time of their commencement.—It is necessary that the intentions of the parties should be clearly stated and understood, as this is not the usual way of letting apartments, nor is it proper under a housekeeper who holds only from year to year, as he is liable to receive notice from his landlord to quit, at a time when he could not give proper notice to annual lodgers.

DIRECTIONS FOR RECOVERING APARTMENTS AND RENT FROM A LODGER.

The best way for a housekeeper to recover possession when he has let an apartment to a disagreeable character, is to give reasonable notice, by a person who can be witness, to quit or pay advanced rent, not exceeding double the present sum. (*See page 9.*)

In case lodgers of this class are so refractory, that they will neither quit nor pay an advanced rent, after proper

warning, or notice to quit, has expired, the housekeeper may enter the apartments whenever he finds them open (but he must use no force in opening them), he may take out the sashes, remove any of his own fixtures or furniture, take the door off the hinges, or lock or fastening off the door, and block up the chimney. But he is answerable to the landlord for any injury done to the premises.

In the City of London, rent may be procured by summoning to the Court of Requests, Guildhall, for any sum not exceeding five pounds; rent to the same amount may be recovered in the Borough of Southwark; other courts of conscience, in general, cannot recover more than 40s.—But if the party resides within twelve miles of his Majesty's palace at Whitehall, and not in the City, the debt will come within the jurisdiction of the Marshalsea Court, which is held every Friday, in Great Scotland Yard, Westminster, subject to an appeal to a higher court, when the sum exceeds 5l. The processes in this court, are to be had at the Marshalsea Office, Clifford's Inn.

In apartments furnished by the lodger, a distress for double rent, if not paid when justly due, generally puts an end to the dispute.

EJECTMENT.

This is a process by which lands or tenements may be recovered from persons holding unlawful possession after proper notice to quit has been given, and is a sure way to recover rent, or leased premises in lieu of it.

When a tenant has given notice to quit, and does not, he is liable to an ejectment, the same as if the landlord had given him notice.

In all cases between landlord and tenant, when half a year's rent is due, such landlord may, without any formal demand, or re-entry, serve a declaration of ejectment for the recovery of the leased premises: or, if they are occupied, he may affix it to the door, or the most conspicuous part of the premises, which shall be deemed legal, and shall stand instead of a deed and re-entry, 4 Geo. II. c. 21, s. 1.

RE-ENTRY OF TENEMENTS, &c.

Abstract of an Act for securing the Payment of Rent, &c.
52 Geo. III. Cap. 52. Passed June 27, 1817.

By 11 Geo. II. c. 19, it was enacted, That if any tenant holding any lands, tenements, or hereditaments, at a rack rent, or where the rent reserved shall be full three-fourths of the yearly value of the demised premises, who shall be in

arrear for one year's rent, shall desert the demised premises, and leave the same uncultivated or unoccupied, so as no sufficient distress can be had to countervail the arrears of rent, it shall be lawful to and for two or more justices of the peace of the county, riding, division, or place, (having no interest in the demised premises,) at the request of the landlord, or his bailiff or receiver, to go upon and view the same, and to affix or cause to be affixed, on the most notorious part of the premises, notice in writing what day (at the distance of fourteen days at least) they will return to take a second view thereof; and, if upon such second view, the tenant, or some person on his behalf, shall not appear and pay the rent in arrear, or there shall not be sufficient distress upon the premises, then the said justices may put the landlord into the possession of the said demised premises; and the lease thereof to such tenant, as to any demise therein contained only, shall from henceforth become void. And by this Act (52 Geo. III. c. 52) such provisions of the recited act, are extended to the case of tenants in arrear for one half year's rent, instead of one year's rent.

FIXTURES.

Fixtures may be defined to be whatever constitutes such an essential inherent part of the freehold as not to be separated from it without injury to the inheritance, as wainscots, &c.

But doors or windows, although erected by the tenant, must not be removed. Windows when broken, though glazed by the tenant, must be restored.

All fixtures erected by the landlord previous to the entrance of the tenant, if removed by such tenant, must be replaced before his departure, or he becomes liable to an action for waste.

Where there are some fixtures belonging to the landlord, and others to the tenant, it is necessary to specify them separately, as the use of those belonging to the landlord is included in the rent, while those belonging to the tenant may be either re-sold or taken away.

A tenant may remove erections and utensils necessary for trade, as brewing utensils, furnaces, coppers, fire-engines, cider-mills, vats, or green and hot-houses, or a barn erected upon the premises upon blocks of timber, notwithstanding there be a covenant to leave all buildings which then were or should be erected upon the premises in repair; for such covenant only includes all buildings annexed to and become part of the reversionary estate. *Paul*, 53.

The articles removeable must, however, have previously been put in by the tenant; they also must be removed with-

in the term, otherwise they become a gift in law to the reversioner. *Ibid.*

In a case, where a tenant had erected a barn upon the premises, and put it upon pattens and blocks of timber lying upon the ground, but not fixed either in or to the ground; and upon proof that it was usual in that country to erect barns so, in order to carry them away at the end of the term, a verdict was given for the defendant. This decision was, however founded upon the custom of the country. *Buller's Ni. Pri.* 4.

In a case, where the defendant had taken down two sheds, called Dutch-barns, which he had erected during his term, Lord Kenyon observed, "If a tenant would build upon premises demised to him, a substantial addition to the house, or add to its magnificence, he must leave his additions, at the expiration of the term for the benefit of his landlord: but the law would make the most favourable construction for the tenant, where he had made necessary and useful erections for the benefit of his trade or manufacture, and which enabled him to carry it on to more advantage: it had held so in the case of cider-mills, and in other cases; and he should not narrow the law; but hold erections of this sort, made for the benefit of trade, or constructed as the present, to be removeable at the end of the term. 3 *Esp. R.* 11.

But it was determined, that a tenant in agriculture, who erected, at his own expense, and for the more necessary and convenient occupation of his farm, a beast-house, carpenter's shop, fuel-house, cart-house, pump-house, and fold-yard wall, which buildings were of brick and mortar, and tiled, and let into the ground, cannot remove the same, though during his term, and though he thereby left the premises in the same state as when he entered.

Ornamented marble, pier glasses, hangings, and even wainscots, fixed only by screws, and chimney-pieces, are held to be removeable, if put up by the tenant during his term. *Rech v. Rebow.* 1 *Wms.* 94. *Ex parte Quincey.* 1 *Atk.* 477, and *Lawton v. Lawton*, 3 *Atk.* 13.

In general, whatever a tenant has put up in a house for his convenience, he may remove, if done within the term, except such things as cannot be removed without injury to the premises.

PAYMENT OF RENT AND TAXES.

Rent due for tenements let from year to year, is commonly paid at the four quarterly festivals, viz. Lady-day, or March 25th: Midsummer-day, or June 24th; Michaelmas-day, September 29th; and Christmas, December 25th.

If a tenant for years has to pay his rent on one of the feast days, and precisely on that day, then he must find out his landlord to pay him; but if his obligation be only to perform the covenants in the lease, he may pay it when demanded on the premises.

Every quarter's rent is deemed as a separate debt, for which the landlord can bring a separate action, or distress for non-payment.

Where a tenant occupies any place by a verbal agreement only, if any dispute arise respecting the rent, the landlord may, in a court of law, recover a reasonable rent for the same. 11 Geo. II. c. 16, s. 14.

The landlord himself is the person most proper to demand rent: if he employs another person, he must be duly authorised by letter, or power of attorney, or the demand may be objected to.

If a landlord wishes to take advantage of a re-entry for non-payment of rent, he must be careful to demand neither more nor less than is due: he must also shew the certainty of the rent, and when it was due, otherwise the demand will not be good, nor will any re-entry be given him. The rent must be demanded on the premises, or at the front door of the house, previous to the re-entry.

A tender of rent should be in the current coin of the kingdom.

But a tender of Bank notes is good, if not especially objected to at the time. *Wright v. Read*. 34 Geo. III. 5 *Durnf. and East*, 115.

And by 51 Geo. III. c. 127, in case of distress for rent, the tenant may tender notes of the Bank of England.

Distress is the most easy and proper method to recover rent in arrear; but if the tenant tenders the arrears, the distress must be withdrawn.

By the 11 Geo. II. c. 19, a tenant may not lawfully remove goods from a house before his rent be paid, without leave of his landlord.

By 30 Geo. II. c. 2, s. 15, Tenants are required to pay such sums of money as shall be rated on the premises, and to deduct so much out of their rents as the landlords ought to have paid.

By the annual land-tax acts, the tenant is directed to pay the land-tax, and authorised to deduct it out of his rent. Disputes between landlords and tenants, in respect to this matter, are to be determined by the commissioners.

Though a tenant covenants to pay the reserved rent, "without any deduction or abatement whatsoever," it has been determined, that the tenant may, nevertheless, deduct and retain the land-tax out of his rent, if such tax is to be paid by the landlord. *Esp.* 278.

So he may likewise ground-rent, which he may have paid on demand from the ground-landlord, and also money expended in repairs. 4 *Term. Rep.* 511. 2 *Anstr.* 575.

A covenant extends only to such things as are in being at the time of the agreement; therefore, where a tenant covenanted to pay, "all taxes," this binds him to the payment of such taxes only as were in being when the lease was made, and not taxes or charges afterwards imposed. 1 *Vent.* 223. 2 *Lev.* 68.

And where it is covenanted in a lease, that the tenant shall pay all taxes, except land-tax, it has been held that this exception extends only to the tax payable at the time of the demise, and not to the additional land-tax, which may be occasioned by an improvement of the estate. 3 *Term. Rep.* 377.

FORM OF A RECEIPT FOR RENT.

March 31st, 182

Received from Mr. B. C. the sum of ten pounds ten shillings, for a quarter's rent, due at Lady-day last,

D. E.

£10 10

DOUBLE RENT.

By the statute of 4 *Geo. II. c.* 28, it was enacted, that if any tenant, for life or years, or other person, who shall come in possession by, from, or under him, shall wilfully hold over any lands, tenements, or hereditaments, after the determination of such term, and after demand made, and notice in writing given for delivering up the possession thereof, he shall for the time that he shall so hold over, pay double the yearly value thereof; to be recovered by action of debt in any court of record.

It was also enacted by the statute 11 *Geo. II. c.* 19, "That in case any tenant shall give notice of his intention to quit the premises holden by him, and shall not deliver up possession according to such notice, then the tenant shall from thenceforward pay to the landlord double the rent or sum which he should otherwise have paid; to be levied, sued for, and recovered, in the same manner as single rent; and such double rent shall be paid all the time the tenant continues in possession."

If, after notice of double rent be expired, a single rent is accepted, such acceptance will prevent the penalty, until notice is again given and the time expired.

The notice to be given by the tenant under 11 *Geo. II.* may be either by parole or in writing; but that to be given by the

landlord under 4 *Geo. II.* is, by that act, expressly required to be in writing; and no given length of time is required previous to the expiration of the notice: for the double value can be recovered only by action of debt, but the double rent is recoverable by distress, or otherwise, like single rent. See 1 *Blac. Rep.* 535, 1375, 3 *Bur.* 1602.

LAW OF REPAIRS AND WASTE.

If a landlord covenants to repair a house, and does not, the tenant may repair, and deduct the expenses out of the rent; and should the landlord bring an action of debt for rent, the tenant may plead the landlord's covenant to repair, and that the rent was laid out in pursuance of such covenant.

But this will not extend to any alterations which a tenant may wish to make merely for his own convenience in trade, (unless such alterations were particularly specified or agreed to be made), but to such repairs only as the landlord is required by law to perform; such as keeping out wind, rain, &c. and keeping the staircases, floorings, and other parts of the premises, in a tenable, safe, and proper state of repair. On these occasions, it is advisable to get two or three proper persons to view the defects, in order to prove, to the satisfaction of a court of justice, that such repairs were necessary. And the tenant should first require the landlord to repair, and should be able to prove, if necessary, that the landlord received notice to repair, and had neglected so to do.

If a lessee, or tenant, covenants to leave a house at the end of the term in as good condition as he found it, and commits waste therein, or neglects to repair, an action may not immediately lie, because the house may be repaired before the term expires; but it is otherwise in such covenant for leaving wood or timber, if it is cut down by the lessee; for then it is not possible for him to perform his agreement, to leave the same as he found it. 4 *Rep.* 62.

But tenants may cut underwood, and take wood sufficient to repair the pales, hedges, and fences, and what is called by law plough-bote, fire-bote, and other house-bote.

Whatever does a lasting injury to a freehold, is denominated waste; the removal, therefore, of doors, window-frames, or other things, once fixed to a freehold, and not to be separated from it without injury, is waste, and renders the tenant who removes them liable to an action, unless they are replaced during his term.

Waste may also be done to houses by pulling them down, or suffering them to be uncovered, whereby the rafters or other timbers become rotten; but if a house be uncovered when a tenant enters, it is not waste in the tenant to suffer

the same to fall down. But though the house be ruinous at the time of the tenant's entry, yet if he pull it down, it will be waste, unless he rebuild it.

It is a general principle, that the law will not permit any thing to be deemed waste, unless it is in some degree prejudicial to the freehold inheritance; it has, notwithstanding, been held, that a lessee or tenant cannot change the nature of the thing demised; as, with respect to land, converting *arable* into *meadow*, *wood*, &c. as it changes not only the course of husbandry, but alters the proof of the evidence. *Woodf.* 297.

But if a lessee, or tenant for years, convert a meadow into hop-ground, it is no waste, because it may be easily made meadow again; but the converting it into an orchard is waste, though it may be more profitable. *Leon.* 174.

The same principle applies also with respect to buildings: thus, if a tenant convert one species of building into another, even although it be thereby improved in its value, it will nevertheless be waste. Thus, if a lessee or tenant convert a corn-mill into a fulling-mill, it is waste, though such conversion be to the landlord's advantage. 1 *Lec.* 309.

So the conversion of a brewhouse of £120. per annum, into other houses, let for £200. would be waste, such being an alteration not only of the thing, but of the evidence. So pulling down a malt-mill and building a corn-mill, would also be waste.

Waste is either voluntary, as pulling down a house; or permissive, as suffering it to fall to decay for want of necessary reparations. Voluntary waste, chiefly consists in—1st, Felling timber-trees; 2ndly, Pulling down houses; 3rdly, Opening mines or pits; 4thly, Changing the course of husbandry; 5thly, Destroying head loams. 1 *Cruise Dig. tit.* 3, s. 14.

The judgment in actions of waste, is, that the plaintiff shall recover the place or places wasted, and treble damages. 2 *Inst.* 353.

For repairs in consequence of fire, tempest, &c. see page 4.

RECOVERY OF RENT BY DISTRESS.

Rent is recoverable by action of debt at common law; but the general remedy is distress. This remedy is given by various statutes to recover penalties, and sundry other duties, and is an effectual, speedy, and universal method of recovering rent in arrear.

Distress is the taking of goods and chattels out of the possession of the tenant, to procure satisfaction for the non-payment of rent. A distress for rent, therefore, must be for

rent in arrear, and cannot be made at the day on which the rent becomes due. *Burn.*

A distress cannot be made by the landlord after the rent is tendered to him; and if the rent be tendered whilst the distress is making, or after it be taken, (so as the goods are not impounded) the landlord must deliver up the distress.

A distress for rent must not be taken after dark, before sun-rise, nor on Sunday.

Household, and such other goods and effects as are liable to be damaged by the weather, must be secured in a covered place; for if they are injured, they must be made good by the landlord.

The distrainer cannot work or use the thing distrained; but the owner may make profit of it at his pleasure. *Owen*, 124.

Milch kine may, however, be milked by the distrainer, because that may be necessary. *Cro. Jac.* 148. 1 *Wms. Ju.* 804.

A landlord could not formerly distrain for rent due upon any lease determined, only during the term; but since the statute of 8 *Ann.* c. 14, it is lawful to distrain for six months after the term is expired, if the tenant is still in possession, and the landlord's title remains good.

Distress made by the landlord should be for the whole of his rent at once, not a part at one time and the remainder at another, if there was at first a sufficiency; but should he mistake in the value of the things and not take enough, he or his agent may make a second distress for the deficiency.

If there be two or more tenements, let to one tenant, for different terms, and there be arrears on two or more of them, the landlord must distrain for each distinct rent separately.

If a landlord, or his agent, commits any irregularity or unlawful act, in making distress for rent justly due, the distress itself shall not be deemed unlawful; full satisfaction for the damage received therefrom shall be given to the party injured, with full costs of suit, and no more, in an action of trespass, or on the case. If a full recompense be tendered to the tenant for such trespass, before the action is commenced, he is bound to accept it, or the action will be laid aside. 11 *Geo.* II. c. 19, s. 18.

If distress and sale is made for rent pretended to be in arrear, and it is proved no rent is in arrear, or due, the person so injured may recover, with full costs of suit, double the value of such goods distrained.

A tenant cannot touch goods impounded, though they be distrained without a cause; for they are then in the hands of the law; but he may rescue them, if not impounded.

Where any goods shall be distrained for rent, and the goods shall not be replevied within five days after such distress and notice thereof (with the cause of distress left on

the premises), the person distraining may, with the constable of the place, have the goods appraised by two appraisers, sworn by the constable for the purpose, and after such appraisement, may sell them to the best advantage, and take the rent and all expenses, leaving the overplus in the hands of the constable, for the owner's use. *2 W. & M. stat. 1, c. 5, s. 2.*

A landlord may distrain whatever he finds on the premises, although not the property of his tenant; except it be such things as are for the maintenance and benefit of trade, such as the materials in a weaver's shop, for making cloth; cloth or garments in a tailor's shop; sacks of corn or meal in a mill, &c. *Gilb. 44.*

A person cannot distrain one or two horses in a cart, without also taking the cart; and if a man be in the cart, not even these. *1 Vent. 35.*

Wearing apparel may be distrained when not in use. *Ken.*

Nothing can be distrained that cannot be restored in as good order as when taken, as victuals; nor any thing fixed to a freehold, as furnaces, coppers, &c. nor tables fixed in the house of a tenant; nor yet a workman's tools when in use.

A horse bringing goods to market, goods brought to market to be sold, goods for exportation on a wharf or warehouse, goods in the hands of a factor, goods delivered to a carrier to be carried for hire, wool in a neighbour's barn, are all goods of a third person, and cannot be distrained by a landlord for rent, though on his premises. But goods left at an inn or other place, a chariot standing in a coach house belonging to a livery stable, though the property of a third person, or the goods of a lodger or inmate, may be distrained for rent. *Bur. vol. 3. 1489, 1500. Black. Rep. 483.*

As a landlord is supposed to give credit to a visible stock, he may distrain the tools or property of a third person on the premises, when other distress cannot be found. *4 Term Rep. 568.*

A person cannot distrain bucks, does, rabbits, dogs, nor any *feræ naturæ*. *1 Inst. 47.*

Money out of a bag cannot be distrained, as it cannot be known again, but money sealed in a bag may. *2 Bac. Abr. 109.*

Distraining part of the goods for rent in arrear, in the name of the whole goods, will be a good seizure of the whole. *6 Mod. Rep. 215.*

Where a landlord means to distrain for rent, it is not necessary to demand his rent first, though the deed enjoins it. (*Hob. 207. 2 Rol. Abr. 426, 427. Dyer, 348*) unless the tenant is on the premises on the day of payment, ready to pay it.

Personal notice of a distress is sufficient. *Ld. Raym. p. 55.*

But if goods are distrained, and no cause given for so doing, the owner may rescue them, if not impounded. If a lessee or tenant shall clandestinely remove his goods to prevent the landlord from distraining for rent, then he, or any person authorised by him may, within thirty days after such removal, seize the goods wherever they shall be found, and dispose of them, if they are not *bona fide* sold previous to the seizure to some person unacquainted with the fraud. 11 Geo. II. c. 12, s. 1.

Any tenant, or assistant, removing goods to prevent a distress, shall pay the landlord double the value of the goods; to be recovered by action at law. If under the value of fifty pounds, complaint may be made, in writing, to two neighbouring justices, who will enforce payment by distress, or commit the offender, or offenders, to the house of correction for six months. 11 Geo. II. c. 19, s. 3, 4, 5.

If any person, after the distress is made, shall remove the things distrained, or take them away from the person distraining, the person aggrieved may sue for the injury, and shall recover treble damages and costs against the offender. *W. & M. stat. 1, c. 5, s. 4.*

A landlord may not break open a lock, nor open a gate: but if the outer door of the house be open, he may break the inner ones open. *Cases temp. Lord Hardwicke, p. 168.*

But where goods are fraudulently removed, and locked up, to prevent their being seized, the landlord or his agent, in a peace-officer's presence, may break open any place where they are, and seize them; if they are in a dwelling-house, oath must first be made to a justice of peace, that it is suspected the goods are lodged there.

The safest way is to remove the goods immediately, and to acquaint the tenant in the notice where they are removed to; but it is usual to leave them in the protection of a man on the premises "*five whole days*," after which it is lawful to sell them.

DIRECTIONS FOR MAKING A DISTRESS.

As a landlord is the most proper person to demand rent, so he is the most proper person to distrain for it; but if he wishes to empower a servant, or other person, to distrain, the following is his warrant for that purpose, which need not be on stamped paper.

"To Mr. A. B. my bailiff.

"Sir,

Distrain the goods and chattels of C. D. in the house he now lives in, No. _____, in the parish of _____, for _____ pounds, being half a year's rent, due to me from the same, at _____ last, and for your so doing, this shall be your sufficient warrant.

Dated, &c.

E. F."

WORDS USED IN DISTRAINING GOODS, WHEN DONE BY THE
LANDLORD'S BAILIFF.

"I, A. B. as bailiff to Mr. E. F. do distrain this bed, (or the first thing you lay hold of) in the name of the goods and chattels in this house, for and towards the satisfaction and payment of the sum of pounds, being half a year's rent, at pounds per annum, due to the said E. F. at last."

After this, proceed to take an inventory of so much of the goods as you judge will be sufficient to pay the rent due, and all expenses.

After the inventory is taken, a fair copy must be made of it, beginning thus:

"An Inventory of the goods and chattels distrained by me, A. B. as bailiff to Mr. E. F. in the dwelling-house of C. D. in , in the county of , this day of for pounds, being half a year's rent, due to the said E. F. for the said house, and appurtenances therewith demised, at last, and as yet in arrear and unpaid."

In the Kitchen:

	£.	s.	d.
One copper tea-kettle			
Two deal tables			
One iron fender			

In the Parlour:

One Turkey carpet	
Six bamboo chairs	
&c. &c. &c.	

At the end of the inventory, write the following notice to the person whose goods you distrain; and leave it with any person living in the house; or if there is nobody therein, leave it in some conspicuous part of the house:

"Mr C. D.

"Take notice, that I, as bailiff to Mr. E. F. have this day distrained the goods and chattels mentioned in the above inventory, for the sum of, pounds, being half a year's rent, due at day last, for the premises above mentioned, and have secured the said goods and chattels in the of the said house; and that unless the said arrears of rent and charges of distress be paid, or the goods replevied, at the expiration of five days from the day of distress, the said goods will be appraised and sold according to law.

Dated, &c.

A. B."

MEMORANDUM OF DELIVERING A TRUE COPY OF THE
INVENTORY TO THE TENANT.

"A true copy of the above inventory and notice was this
day of 182 , delivered to the above
mentioned C. D. in the presence of us, G. H.
I. J.

IMPOUNDING GOODS OR CATTLE DISTRAINED.

By 11 Geo. II. c. 2, s. 19. "Persons lawfully taking any distress for any kind of rent, may impound or otherwise secure the distress on such part of the premises chargeable with rent, as shall be most convenient for securing such distress; and may appraise, sell, and dispose of the same upon the premises. Any persons whatsoever may come and go to or from such place, or part of the said premises, where any distress for rent shall be impounded, to view, appraise, buy, and remove the same on account of the purchaser thereof; and if any pound-breach or rescous shall be made of any goods and chattels, or stock, distrained for rent, and impounded, or otherwise secured by virtue of this act, the person aggrieved shall have the like remedy as, in case of pound-breach or rescous, is given and provided by the statute."

By the statute 1 and 2 Philip and Mary, c. 12. No distress of cattle can be driven out of the hundred where it is taken, unless to a pound-overt within the same shire, and within three miles of the place where it was taken; and no single distress of goods or cattle shall be impounded in several places, to enforce several replevins, on pain of five pounds, and treble damages; and none shall take above four pence for impounding of any one distress, on pain of five pounds above the money so taken.

If a distress of live animals be impounded in a common pound-overt, the owner must take notice of it at his peril; but if in any special pound-overt, so constituted for this particular purpose, the distrainer must give notice to the owner; and in both these cases the owner, and not the distrainer, is bound to provide the beasts with food and necessaries; but if they are put in a pound-covert, as in a stable or the like, the landlord or distrainer must feed and sustain them, for which he shall have no satisfaction; and if they die for want of sustenance, the distrainer shall answer for them. 2 *Ld. Raym.* 720. 1 *Salkeld*, 248. 3 *Wms. Just.* 803.

If cattle, after they are distrained, are put into an open pound, and there die, the person who distrained may bring his action for the rent, or distrain again; and if they are stolen thereout, he has the same elective remedy. *Ld. Raymond's Rep.* 720.

On the sixth day, the sheriff's office should be searched,

to see if the goods are replevied; if not, the landlord must go to the premises, and if the tenant is there, or any body on his behalf, demand the rent and charges of distress; if he does not pay the same, send for a constable and two sworn appraisers; let them see the goods, and then let the appraisers be sworn by the constable, by laying their right hand on a Bible, containing the New Testament. The goods are commonly bought by the appraisers at their own valuation; and a receipt at the bottom of the inventory, witnessed by the constable, is sufficient. If the goods are of great value, let there be a proper bargain and sale, between the landlord, constable, appraiser, and purchaser, to prove the transaction better, if it be necessary. The constable is to administer to the appraisers the following oath:

"You, and each of you, shall well and truly appraise the goods and chattels mentioned in this inventory, (the constable shewing it,) according to the best of your judgment. So help you God."

MEMORANDUM OF THE APPRAISERS' BEING SWORN.

*"Memorandum, That on the day of
182 , K. L. of , and M. N. of , sworn appraisers, were sworn on the holy Evangelists by me, O. P. of , constable, to make a true appraisement of the goods and chattels mentioned in this inventory, according to the best of their judgment."*

Witness my hand, O. P. constable."

Note.—After the appraisers are sworn, and have viewed and valued the goods, endorse the following memorandum on the inventory, for the appraisers to sign.

*"We the above K. L. and M. N. being sworn on the holy Evangelists by O. P. constable, above-named, to make a true appraisement of the goods mentioned in the above inventory, according to the best of our judgments; and having viewed the said goods, do adjudge and value the same at the sum of pounds, and no more. As witness our hands,
this day of 182 ."*

*K. L.
M. N.*

After the goods are sold, you must deduct the rent, and all reasonable expenses, and leave the overplus (if any) in the hands of the constable, for the tenant.

If a landlord, at the request of a tenant, chooses to indulge him with a longer time to raise the money, he must have a memorandum from the tenant, saying, that possession is lengthened at his request, or the landlord will become liable to an action for exceeding the limited time.

FORM OF TENANT'S REQUEST.

"Mr. E. F.

"I hereby desire you will keep possession of my goods, which you have ~~this day~~ distrained for rent due from me to you, in the place where they now are, being in (Here state the place in which they are lodged) and I will pay the man for keeping the said possession. As witness my hand, this day of 1820 C. D."

If the sheriff is in possession of the goods of a tenant on an execution,* the landlord need not distrain, but should serve him with the following notice.

"To J. W. }
and } Esqrs. Sheriffs of Middlesex.
T. B. }

"Take notice, that there is now due from C. D. the person to whom the goods belong that you are now in possession of by virtue of His Majesty's writ of Fieri facias, &c. returnable [Here mention the writ and return], the sum of pounds, for one year's rent, due at Michaelmas last. As Witness my hand, this day of 182 E. F. Landlord of the said Premises."

If the sum distrained for exceeds 20l., the man in possession of the goods, &c. is to be paid 2s. 6d. per day, if the tenant keeps him, and 3s. 6d. if he keeps himself; but if the same does not exceed 20l., the tenant has to pay him 2s. 6d. per day.

NEW LIMITATION OF COSTS.

57 Geo. III. Cap. 93.—Passed July 10, 1817.

From and after the passing of this Act, no person making any distress for rent, where the sum due shall not exceed £20. shall take other charges than such as are mentioned in the schedule annexed; nor shall charge for any act not really done.—Sect. 1.

The party aggrieved by such practice may apply to a justice of peace, who may adjudge treble amount of moneys unlawfully taken, to be paid with costs, which may be levied by distress.—Sect. 2.

Justices may summon witnesses, who are liable to be fined, not exceeding forty shillings, for not attending, (without a reasonable or lawful excuse,) or refusing to give evidence.—Sect. 3.

If the complaint is unfounded, the justice may give costs,

* By 8 Ann, c. 14, landlords are entitled to a year's rent, in arrear, in preference to any other of the tenant's creditors.

not exceeding 20s. to the party complained against ; but no judgment is to be given against any landlord, unless he personally levies the distress ; provided that the parties shall not be barred of other legal remedies, which he, she, or they might have had before the passing of this Act, excepting so far as any complaint to be preferred by virtue of this Act shall have been determined by the order and judgment of the justice before whom it shall have been heard and determined.—*Sect. 4.*

The signature of the justice shall be proof of judgment.—*Sect. 5.*

Brokers shall give copies of their charges to the person distrained upon.—*Sect. 6.*

*SCHEDULE of the limitation of costs and charges on
Distresses for Sums not exceeding Twenty Pounds.*

	£.	s.	d.
Levying distress.....	0	3	0
Man in possession, per day.....	0	2	6
Appraisement, whether by one broker, or more, 6d. in the pound on the value of the goods....			
Stamp, the lawful amount thereof.....			
All expenses of advertisements, if any such.....	0	10	0
Catalogues, sale and commission, and delivery of goods, one shilling in the pound on the net pro- duce of the sale.			

DISTRESS FOR KING'S TAXES.

On the 23rd of June, 1813, it was decided by the unanimous opinion of the Court of King's Bench, that goods in a house, though not the property of the occupier, are liable to be taken by distress, under the 43rd Geo. III. for King's Taxes.

GOODS REPLEVIED.

In order to replevin, or to release, goods distrained, the tenant or lodger from whom they are taken is required to take two neighbouring housekeepers to the sheriff's office, where they must enter into a bond that the tenant shall try his right with the distrainer in a court of law, and that the goods shall be returned, or double their value paid, if their return is awarded ; the value must be ascertained by the oath of any one or two disinterested witnesses. The sheriff, or his deputy, will then give a precept to one of his bailiffs, to restore the goods until the suit be decided.

NEW HOUSE AND WINDOW DUTIES,

Commencing April 5, 1825.

Houses under £10. rent by the year, are exempt from the duties on inhabited houses from April 5, 1825.

£10. and under £20. to pay 1s. 6d. in the pound.

£20. and under £40. „ 2s. 3d. „

£40. or upwards, „ 2s. 10d. „

Farm houses occupied by Labourers are exempt.

When the occupiers of houses shall quit the same, and give notice thereof, on so quitting, to the assessor, the duties shall be discharged for such quarter or quarters as the premises shall remain wholly unoccupied.

Unfurnished houses, not tenanted, but merely left in charge of persons to take care of them, are exempt.

Windows.—Houses containing less than eight are exempt.

Windows.		£	s.	d.	Windows.		£	s.	d.
8	yearly	0	16	6	35	yearly	11	18	3
9		1	1	0	36		12	6	9
10		1	8	0	37		12	15	3
11		1	16	3	38		13	3	6
12		2	4	9	39		13	12	0
13		2	13	3	40 to 44	..	14	8	9
14		3	1	9	45	.. 49	15	16	9
15		3	10	0	50	.. 54	17	5	0
16		3	18	6	55	.. 59	18	13	0
17		4	7	0	60	.. 64	19	17	9
18		4	15	3	65	.. 69	21	0	3
19		5	3	9	70	.. 74	22	2	6
20		5	12	3	75	.. 79	23	5	0
21		6	0	6	80	.. 84	24	7	6
22		6	9	0	85	.. 89	25	10	0
23		6	17	6	90	.. 94	26	12	3
24		7	5	9	95	.. 99	27	14	9
25		7	14	3	100	.. 109	29	8	6
26		8	2	9	110	.. 119	31	13	3
27		8	11	0	120	.. 129	33	18	3
28		8	19	6	130	.. 139	36	3	0
29		9	8	0	140	.. 140	38	8	0
30		9	16	3	150	.. 159	40	12	9
31		10	4	9	160	.. 169	42	17	9
32		10	13	3	170	.. 179	45	2	6
33		11	1	6	180		46	11	3
34		11	10	0					

And for every window or light exceeding 180, 0 1 6

RULES FOR CHARGING WINDOWS.

The duties are charged for one year from April 5th. But where a tenant shall quit at the expiration of a lease or demise, and shall have given notice to the assessor, the duty shall be discharged for the remainder of that year, in case it shall appear to the commissioners, at the end of such year, that such house shall have continued wholly unoccupied for the remainder of such year.

Where any dwelling-house is let in different apartments, and shall be inhabited by two or more persons, the same shall be charged as if such house were inhabited by one only; and the landlord or owner shall be deemed to be the occupier, and charged.

All skylights and windows, however constructed, in staircases, garrets, cellars, passages, and all other parts of dwelling-houses, to what use soever applied, (excepting such windows as shall be in the interior parts of such dwelling-houses,) to be charged to the said duties.

Every window extending so far as to give light into more rooms, landings, or stories, than one, shall be reckoned as so many separate windows.

All windows exceeding 12 feet high, or 4 feet 9 inches broad, including the whole opening of the wall in which the window is fixed, is charged as two windows, unless built prior to April 5, 1785; excepting also the windows of shops, work-shops, or warehouses, and those belonging to places of public entertainment licensed to sell wine or other liquors by retail, and excepting farm-houses, exempted by provisions respecting inhabited houses.

When a partition or a division between two or more windows fixed in one frame, is 12 inches broad, each side shall be charged as a distinct window.

Whether the kitchen, cellar, or scullery, buttery, pantry, larder, wash-house, laundry, bake-house, brew-house, or lodging room, be within the dwelling, contiguous to, or disjoined from the same, they are equally liable as part of the house.

EXEMPTIONS.—Houses belonging to his majesty, or any of the royal family, public offices, hospitals, charity schools, and poor-houses, except such apartments as are occupied by the officers and servants, which are to be assessed as separate dwelling-houses; the windows in any room licensed for divine worship, and used for no other purpose.

Two windows in a dairy and cheese-room, whether glazed or made of splines, laths, bars, or wires, are also exempted from duty, from and after the 5th day of April, 1825.

And by 53 Geo. III. c. 104, any window or light in any room of a dwelling-house, used wholly for the purpose of carrying on any manufacture therein, and not having any

internal communication with such dwelling-house, or any part thereof, although adjoining thereto, and in other respects a part thereof, shall be exempt from the duty on windows.

The duties do not extend to windows stopped up with the same materials as the outside to which they appertain, whether in the wall or roof; but any person stopping up a window, or making one without giving six days' notice, in writing, to the surveyor, is liable to the penalty of £10. And no abatement will be made for windows not stopped up before the 5th day of April preceding the assessment.

By 57 Geo. III. cap. 25, tenements which have been formerly occupied as dwelling-houses, shall not be charged to the duties on houses and windows, from and after the 5th day of April, 1817, when used for the purposes of trade only, or as warehouses, for the purpose of lodging goods, wares, or merchandize therein, or as shops or counting-houses, no person dwelling or abiding therein, except in the day-time only.

And by 5 Geo. IV. cap. 45, passed June 3, 1824, the exemptions are extended to offices or counting-houses used for the purpose of exercising any profession, vocation, business, or calling, but not to Chambers in any of the Inns of Court, or of Chancery, nor to any College or Hall in either of the Universities of Oxford or Cambridge.

Mills, places of manufacture, or warehouses, not attached to a dwelling-house, are not liable to the duties on houses or windows, though a servant be appointed to watch and guard the same in the night-time; provided such servant be named in a licence, to be obtained from the commissioners of the district.

By 4 Geo. IV. cap. 21, passed March 19, 1823, windows, not exceeding three, in shops and warehouses, in the front and on the ground floor of dwelling-houses, are exempt from duty, from and after the 5th of April, 1823.

Interior windows are exempt from duty, from and after the 5th of April, 1825.

Abstract of 1st Geo. IV. Cap. 87, passed June 24, 1820, for enabling Landlords more speedily to recover Possession of Lands and Tenements unlawfully held over by Tenants.

1. WHERE the term of any tenant now or hereafter holding, under a lease or agreement in writing, any lands, tenements, or hereditaments, for any term of years certain, or from year to year, shall have expired either by the landlord or tenant, by regular notice to quit, and such tenant, or any one holding or claiming by or under him, shall refuse to 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 thereupon proceed by action of ejectment for the recovery of possession, it shall be lawful for him, at the foot of the declaration, to address a notice to such a tenant or person, requiring him to appear in the court where the action shall have been commenced, on the first day of the term then next following, or if the action shall be brought in *Wales*, or in the counties palatine of *Chester*, *Lancaster*, or *Durham*, respectively, then, on the first day of the next sessions or assizes, or at the court-day (as the case may be) there to be made defendant, and to find such bail, if ordered by the court, and for such purposes as are herein-after next specified; and upon the appearance of the party at the day prescribed, or in case of non-appearance, on making the usual affidavit of service of the declaration and notice, it shall be lawful for the landlord, producing the lease or agreement, or some counterpart or duplicate thereof, and proving the execution of the same by affidavit; and upon affidavit that the premises have been actually enjoyed under such lease or agreement, and that the interest of the tenant has expired by regular notice to quit, and that possession has been lawfully demanded in manner aforesaid, to move the court for a rule for such tenant or person to show cause, within a time to be fixed by the court on a consideration of the situation of the premises, why such tenant or person, upon being admitted defendant, besides entering into the common rule, and giving the common undertaking should not undertake, in case a verdict shall pass for the plaintiff, to give the plaintiff a judgment, to be entered up against the real defendant, of the term next preceding the time of trial, or if the action shall be brought in *Wales*, or in the counties palatine respectively, then of the sessions, assizes or court day (as the case may be) at which the trial shall be had, and also why he should not enter into a recognizance, by himself and two sufficient sureties, in a reasonable sum, conditioned to pay the costs and damages which shall be recovered by the plaintiff in the action; and it shall be lawful for the court upon cause shown, or upon affidavit of the service of the rule in case no cause shall be shown, to make the same absolute in the whole or in part, and to order such tenant or person, within a time to be fixed, upon a consideration of all the circumstances, to give such undertakings, and find such bail, with such conditions and in such manner as shall be specified in the same rule, or such part of the same so made absolute; and in case the party shall neglect or refuse so to do, and shall lay no ground to induce the court to enlarge

the time for obeying the same, then upon affidavit of the service of such order, an absolute rule shall be made for entering up judgment for the plaintiff.

2. On the trial of any ejectment, at the suit of a landlord against a tenant, the production of the consent, rule, and undertaking of the defendant, shall be sufficient evidence of lease, entry, and ouster, on default of the defendant's appearance; and the judge shall permit the plaintiff to go into evidence of the mesne profits thereof, which shall or might have accrued from the day of the expiration of the tenant's interest in the same, down to the time of the verdict or to the preceding day; and the jury finding for the plaintiff, shall, in such case, give their verdict, both as to the recovery of the premises, and also as to the amount of the damages to be paid for such mesne profits; provided that nothing herein contained shall be construed to bar any such landlord from bringing an action of trespass for the mesne profits which shall accrue from the day specified in the verdict, down to delivery of possession.

3. On trials, after undertakings have been given, and bail found, if a verdict for the plaintiff should appear to be contrary to evidence, or that the damages were excessive, the judge may stay the execution of judgment absolutely till the fifth day of next term, session, assizes, or court day (as the case may be) at the requisition of the defendant, in case he shall, within four days from the day of trial, find security by the recognizance of himself and two sufficient sureties, in such reasonable sum as the judge shall direct, conditioned not to commit any waste, and not to sell or carry off any standing crops, hay, straw, or manure produced or made upon the premises, and which may happen to be thereupon; provided always, that bail in error, conformable to 16 & 17 Car. 2, s. 8; and 17 & 11 Car. 2, c. 12, (passed in Ireland) shall discharge such security.

4. Recognizances are to be taken as other recognizances of bail; but no action or other proceedings shall be commenced upon any such recognizance or security, after the expiration of six months from the time when the possession of the premises, or any part thereof, shall have been delivered to the landlord.

5. Actions of ejectment are not to be removed from the great sessions in Wales, without the consent of such sessions.

6. If the landlord be nonsuited, or verdict pass against him, he shall pay double costs.

7. Nothing in this act shall be construed to prejudice or affect any right or remedy which landlords already possess.

8. This act shall extend to all parts of *Great Britain and Ireland*, except *Scotland*.

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