ANNO PRIMO

GEORGII IV. REGIS.

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C A P. LXXXVII.

An Act for enabling Landlords more speedily to recover Possession of Lands and Tenements unlawfully held over by Tenants.

[24th *July* 1820.]

WHEREAS the Laws heretofore made for preventing the Losses to which Landlords are exposed by the unlawful holding over of Lands and Tenements by Tenants, or Persons claiming under them, after the Expiration or legal Determination of their Terms or Interests, have been found by Experience insufficient, and it is therefore expedient to provide in certain Cases a more expeditious Mode for recovering the Possession of Lands and Tenements so held over; be it enacted by the King's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, That where the Term or Interest of any Tenant now or hereafter holding under a Lease or Agreement in Writing any Lands, Tenements, or Hereditaments, for any Term or Number of Years certain, or from Year to Year, shall have expired or been determined 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

Landlords bringing Ejectments may give Notice to Tenants to appear in Term, and then on Production of the Lease or Agreement, to move on Affidavit for a

Rule Nisi on the Tenant to enter into certain Undertakings, and give certain Bail.

of Possession, it shall be lawful for him, at the Foot of the Declaration, to address a Notice to such Tenant or Person, requiring him to appear in the Court in which 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 Session or Assizes, or at the Court-Day or other usual Period for Appearance to Process then next following (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, or been determined by regular Notice to quit, as the Case may be, 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, beside 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 Session, 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 said 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.

On Rule made absolute, if Tenant shall not conform, Judgment to be for the Landlord.

On Trial of any Ejectment between Landlord and Tenant, Consent Rule to be Evidence of Lease, Entry, and Ouster, if

II. And be it further enacted, That wherever hereafter it shall appear on the Trial of any Ejectment, at the Suit of a Landlord against a Tenant, that such Tenant or his Attorney hath been served with due Notice of Trial, the Plaintiff shall not be nonsuited for Default of the Defendant's Appearance, or of Confession of Lease, Entry, and Ouster, but the Production of the Consent Rule and Undertaking of the Defendant shall in all such Cases be sufficient Evidence of Lease, Entry, and Ouster; and the Judge before whom such Cause shall come on to be tried shall, whether the Defendant shall appear

upon such Trial or not, permit the Plaintiff on the Trial, after Proof of his Right to recover Possession of the Whole or of any Part of the Premises mentioned in the Declaration, to go into Evidence of the Mesne Profits thereof, which shall or might have accrued from the Day of the Expiration or Determination of the Tenant's Interest in the same, down to the Time of the Verdict given in the Cause, or to some preceding Day, to be specially mentioned therein; and the Jury on the Trial, finding for the Plaintiff, shall, in such Case, give their Verdict upon the whole Matter, both as to the Recovery of the Whole or any Part of the Premises, and also as to the Amount of the Damages to be paid for such Mesne Profits: Provided always, that nothing herein-before contained shall be construed to bar any such Landlord from bringing an Action of Trespass for the Mesne Profits which shall accrue from the Verdict, or the Day so specified therein, down to the Day of the Delivery of Possession of the Premises recovered in the Ejectment.

Defendant make Default, and Juries to give Damages for Mesne Profits down to the Verdict, or to a Day specified therein.

III. And be it further enacted, That in all Cases in which such Undertaking shall have been given, and Security found as aforesaid, if upon the Trial a Verdict shall pass for the Plaintiff, but it shall appear to the Judge before whom the same shall have been had, that the finding of the Jury was contrary to the Evidence, or that the Damages given were excessive, it shall be lawful for the Judge to order the Execution of the Judgment to be stayed absolutely till the Fifth Day of the Term then next following, or till the next Session, Assizes, or Court-day (as the Case may be); which Order the Judge shall in all other Cases make upon the Requisition of the Defendant, in case he shall forthwith undertake to find, and on Condition that within Four Days from the Day of the Trial, he shall actually 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, or Act in the Nature of Waste, or other wilful Damage, and not to sell or carry off any standing Crops, Hay, Straw, or Manure produced or made (if any) upon the Premises, and which may happen to be thereupon, from the Day on which the Verdict shall have been given to the Day on which Execution shall finally be made upon the Judgment, or the same be set aside, as the Case may be: Provided always, that the Recognizance last above mentioned shall immediately stand discharged and be of no Effect, in case a Writ of Error shall be brought upon such Judgment, and the Plaintiff in such Writ shall become bound with Two sufficient Sureties unto the Defendant in the same, in such Sum and with such Condition as may be conformable to the Provisions respectively made for staying Execution on bringing Writs of Error upon Judgments in Actions of Ejectment, by an Act passed in *England*, in the Sixteenth and Seventeenth Years of the Reign of King *Charles* the Second, and by an Act passed in *Ireland* in the Seventeenth and Eighteenth Years of the Reign of the same King, which Acts are respectively intituled *An Act to prevent Arrests of Judgment and superseding Executions.*

On Trials after Undertakings given and Bail found, Judge may stay the Execution till Fifth Day of next Term absolutely, or on Tenants finding Security.

Bail in Error to discharge such Security.

16 & 17 C. 2. c. 8.

17 & 18 C. 2. c. 12. (Irish).

IV. And be it further enacted, That all Recognizances and Securities entered into pursuant to the Provisions of this Act, may and shall be taken respectively in such Manner and by and before such Persons

Recognizances to be taken as other Recog-

nizances of Bail; Actions on them limited.

Persons as are provided and authorized in respect of Recognizances of Bail, upon Actions and Suits depending in the Court in which any such Action of Ejectment shall have been commenced; and that the Officer of the same Court with whom Recognizances of Bail are filed, shall file such Recognizances and Securities, for which respectively the Sum of Two Shillings and Sixpence, and no more, shall be paid; but no Action or other Proceeding shall be commenced upon any such Recognizance or Security, after the Expiration of Six Months from the Time when Possession of the Premises, or any Part thereof, shall actually have been delivered to the Landlord.

Actions of Ejectment not to be removed from Great Sessions in Wales.

V. And be it further enacted, That it shall not be lawful for the Defendant to remove any Action of Ejectment commenced by a Landlord under the Provisions of this Act from any of the Courts of Great Session in *Wales* to be tried in an *English* County, unless such Court of Great Session shall be of Opinion that the same ought to be so removed upon special Application to the Court for that Purpose.

If Landlord nonsuited, or Verdict pass against him, Double Costs.

VI. And be it further enacted, That in all Cases wherein the Landlord shall elect to proceed in Ejectment, under the Provisions hereinbefore contained, and the Tenant shall have found Bail, as ordered by the Court, then if the Landlord upon the Trial of the Cause shall be non-suited, or a Verdict pass against him upon the Merits of the Case, there shall be Judgment against him with Double Costs.

Saving of former Remedies.

VII. Provided always, That nothing in this Act contained shall be construed to prejudice or affect any Right of Action or Remedy which Landlords already possess, in any of the Cases herein-before provided for.

Act not to extend to Scotland.

VIII. And be it further enacted, That this Act shall extend to all Parts of the United Kingdom of *Great Britain* and *Ireland*, except *Scotland*.

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