4 Jac. 1. c. 6. - -	An Act for repealing of so much of One Branch of a Statute made in the First Year of His Majesty's Reign, intituled "An Act concerning Tanners, Curriers, Shoemakers, and other Artificers occupying the cutting of Leather," as concerneth the sealing of Sheepskins, and to avoid selling of tanned Leather by Weight.
21 Jac. 1. c. 18. -	An Act for Continuance of a Statute made for the making Woollen Cloths.
21 Jac. 1. c. 21. -	An Act concerning Hostlers and Innholders.
12 Car. 2. c. 32. -	An Act for prohibiting the Exportation of Wool, Wool Fells, Fullers Earth, or any kind of scouring Earth.
14 Car. 2. c. 18. -	An Act against exporting of Sheep, Wool, Woolfells, Mortlings, Shorlings, Yarn made of Wool, Wool Flocks, Fullers Earth, Fulling Clay, and Tobacco Pipe Clay.
5 & 6 W. & M. c. 13. -	An Act to repeal the Statute made in the Tenth Year of King Edward the Third for finding Sureties for the good abearing by him or her that hath a Pardon of Felony.
9 & 10 Will. 3. c. 40. -	An Act for the Explanation and better Execution of former Acts made against Transportation of Wool, Fullers Earth, and Scouring Clay.
10 Will. 3. c. 2. -	An Act to prevent the making or selling of Buttons made of Cloth, Serge, Drugget, or other Stuffs.
1 Anne, Stat. 1. c. 15. -	An Act for preventing Frauds in the Duties upon Salt, and for the better Payment of Debentures at the Custom House.
8 Anne, c. 11. - -	An Act for employing the Manufacturers by encouraging the Consumption of Raw Silk and Mohair Yarn."
4 Geo. 1. c. 7. - -	An Act for making more effectual an Act made in the Eighth Year of the late Queen Anne, intituled "An Act for employing the Manufacturers by encouraging the Consumption of Raw Silk and Mohair Yarn."
7 Geo. 1. Stat. 1. c. 12. -	An Act for employing the Manufacturers and encouraging the Consumption of Raw Silk and Mohair Yarn by prohibiting the wearing of Buttons and Button-holes made of Cloth, Serge, and other Stuffs.
11 Geo. 2. c. 28. -	An Act for the better regulating the Manufacture of narrow Woollen Cloths in the West Riding of the County of York.
10 Geo. 3. c. 49. -	An Act for continuing and amending several Acts for preventing Abuses in making Bricks and Tiles.
17 Geo. 3. c. 42. -	An Act for preventing Abuses in the making and vending Bricks and Tiles.

CAP. LXV.

An Act to encourage the providing of improved Dwellings for the Labouring Classes in *Ireland*. [21st *July* 1856.]

'WHEREAS it would encourage the providing of improved Dwellings for the Labouring Classes in *Ireland* if a summary Remedy for recovering the Possession when wrongfully withheld were made applicable to small Tenements of a Description suited to such Classes, but upon Condition that such Tenements shall have had at least certain primary Requisites for the Comfort and Health of the Tenants:' Be it therefore enacted by the Queen's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, as follows:

Description of Tenement within Act.

I. The Description of Tenements which shall be deemed to be within this Act shall be:

1. Any Dwelling House held with not more than Half an Acre (if any) of Land as a Garden or cultivated Allotment:

1. Dwelling House with or without small Allotments.

2. Tenure.
3. Rent.

2. Of which the Tenure shall have been by the Year, Half Year, Quarter, Month, or Week:
3. And of which the Rent shall not have exceeded the Rate of Twelve Shillings by the Month:

Provided let by Form of Agreement.

Provided that such Tenement shall have been let by a written or printed Agreement as nearly as possible of the Form in the Schedule to this Act, and that it shall have been expressly stated therein whether the said Tenement and Requisites should be maintained in good tenantable Condition by the Landlord or by the Tenant, or what Portion of the said Tenement and Requisites should be maintained in good tenantable Condition by the Landlord or by the Tenant respectively.

Application of summary Remedy.

II. The Fifteenth Section of "The Summary Jurisdiction (*Ireland*) Act, 1851," shall be applicable to the Delivery of the Possession of any Tenement within this Act, when wrongfully overheld, in the same Manner as it would now apply to the Delivery of the Possession of any Tenement within the said Act:

1. For the Possession.

But no Order shall be made under the said Section except upon Proof at the Hearing of the Case:

Landlords Obligations as to Requisites.

First: That the Tenement had the following Requisites at the Commencement of the Tenancy; *viz.*.

First, Providing them:

(*a*) Walls and Chimneys:

(*a*) The Walls and a sufficient Chimney built of Stones and Mortar, or Bricks and Mortar:

(*b*) Rooms:

(*b*) At least Two separate Rooms:

(*c*) Windows:

(*c*) A sufficient external Window, with a moveable glazed Sash or Casement for the Admission of Air, in each Room:

(*d*) Privies:

(*d*) A sufficient Privy:

(*e*) Space in front.

(*e*) A Space at least Eighteen Feet wide extending immediately along the whole Front of the Dwelling (or, where any public Thoroughfare shall pass nearer, the Space (if any) between such Thoroughfare and Dwelling,) sufficiently levelled and drained:

(*f*) Space for Pigsty and Dunghill.

(*f*) A sufficient Space, either at the Ends or in the Rear of the Dwelling, suited for a Pigsty and also for a Dunghill:

Second, Maintaining them.

Second: And that the said Requisites had been in good tenantable Condition, and adapted to their proper Use, at the Commencement of the last Period of the Tenure for which the Landlord shall have received any of the Rent:

When Proof of Maintenance may be dispensed with.

But this Second Obligation may be dispensed with when the Landlord shall not have as yet received any of the Rent subsequent to the Commencement of the Tenancy, and also when and so far as the tenantable Condition of such Requisites shall have been defective through the Default of the Tenant, and not of the Landlord.

Tenant's Obligations as to Defaults.

And upon further Proof at the Hearing of the Case that, during any Period of the Tenure for which the Landlord shall not have as yet received any of the Rent, the Tenant had made any Default in observing the following Obligations;

First, Not to permit Nuisances.

First; Not wilfully to permit any Pigsty or Dunghill to remain in front of the Dwelling, within the Space (if any) above required to be levelled and drained, for longer than Three clear Days after being served by the Landlord with a Notice in Writing to remove the same; and,

Second, Not to do Damage.

Second; Not wilfully to do, or wilfully to suffer others to do, any Damage to the Tenement:

If Default made, no Notice to quit necessary.

Then the Service of the Summons in the Case shall be deemed to have been sufficient (without other Notice to quit) to have determined the Tenancy at the Time of such Service.

Overholding Tenant liable to full Rent.

III. Whenever the Tenant shall have overheld the Tenement (without reasonable Cause) after the Tenancy shall have been determined, and the Possession shall have been duly demanded of him by the Landlord, he shall be liable to pay to the Landlord the full Rent reserved for the Period of the Tenure during any Part of which he shall have so overheld the Possession, and which would have otherwise accrued due in case the Tenancy had not been determined.

Outgoing Tenant to have Compensation for Crops.

IV. Whenever the Tenant shall have sown or planted upon the Tenement any growing Crop, which he shall be unable to save by reason of the Determination of the Tenancy, the Justices shall, by a distinct Order, fix such Sum (if any) as they shall think a fair Compensation to him for the Loss of such Crop, after all just and proper Deductions on account of

any

any Arrear of Rent due by the said Tenant to the Landlord for the said Tenement; and no Warrant shall be issued to execute the Order for Possession until the Landlord shall have paid or tendered to the Tenant or allowed him Credit for the Sum so fixed by the Order for Compensation.

Act not to deprive Landlord of other Remedies at Law or in Equity.

V. This Act shall not be deemed to deprive the Landlord, either before or after the Justices may have declined to interfere, of any Remedy for the Enforcement of his Rights which he might otherwise have in the Superior or other Courts of Law or Equity in *Ireland*.

Act not to affect Jurisdiction in Fair and Market Towns.

VI. This Act shall not be deemed to interfere with the Jurisdiction established by the said recited Act as to small Tenements in certain Towns and Villages in *Ireland*.

Landlord not to act as Justice in his own Case.

VII. The Land Agent of the Landlord of any Tenement, if a Justice of the Peace, shall not as such Justice take any Part in the Hearing of any Complaint, or in the making of any Order under this Act, in relation to such Tenement.

Appeals.

VIII. In case any Person shall feel aggrieved by any Order made by any Justices under this Act, it shall be lawful for such Person to appeal against the same, under the Twenty-fourth Section of "The Petty Sessions (*Ireland*) Act, 1851," save that, in lieu of the Seven Days Notice of Appeal required by said Act, a Five Days Notice of Appeal shall be sufficient; that the Amount of the Recognizance shall be such reasonable Sum as to the Justices shall seem fit; and that when the Appeal shall be made by the Tenant, the Recognizance required by the said Act shall contain the further Obligations that the Tenant shall not do, or suffer others to do, any Waste, Injury, or Dilapidation to the Tenement pending the Appeal, that he will satisfy all Rent which shall accrue due whilst he shall continue in possession, and that he will perform such Order as the Court of Appeal shall make.

Act to be construed as Part of recited Act.

IX. This Act shall be construed subject to the Interpretation and other Clauses (and as if it were a Part) of the said recited Act; and the Word "Landlord" shall include any Agent, Receiver, or other Person legally representing the Landlord; the Expression "Period of the Tenure" shall mean the Year, Half Year, Quarter, Month, or Week, as the Case may be, according to which the Rent shall have been reserved.

Short Title.

X. In citing this Act in any other Act, Instrument, or Proceeding, it shall be sufficient to use the Expression "The Cottier Tenant (*Ireland*) Act, 1856."

Act only to apply to Tenements provided by Landlord.

XI. This Act shall apply only to Tenements which may be provided by the Landlord for the Use of the Tenant who shall occupy the same.

To extend to Ireland only.

XII. This Act shall only extend to *Ireland*.

SCHEDULE.

Form of Agreement.

This Agreement witnesses

That ——————, as Landlord, agrees to let,

and

That ——————, as Tenant, agrees to hold,

the following Tenement; viz., (1)

Situated at —————— in the County of ——————

and Townland of ——————.

From the —————— Day of —————— 185 .

By the (2)

At the Rent of —————— Shillings and —————— Pence, (3)

And it has been also agreed, that such Tenement having at present the several Requisites specified in "The Cottier Tenant (Ireland) Act, 1856," the said Tenement and the said Requisites shall be maintained in good tenantable Condition by the (4)

And it has been also agreed, (5)

Signed —————— Landlord, this —————— Day of ——————185 .

Signed —————— Tenant, this —————— Day of —————— 185 .

(1) Description of the Tenement.

(2) "Week," "Month," &c.

(3) "Weekly," "monthly," &c.

(4) "Landlord" or "Tenant," or partly by the Landlord and partly by the Tenant.

(5) Further Stipulations (if any).