

ACTS OF LAST SESSION.

be cut beyond the limit of such actual clearing before the issuing of the Patent, and all pine trees so cut and disposed of (except for the necessary building, fencing, and fuel as aforesaid), shall be subject to the payment of the same dues, as are at the time payable by the holders of licenses to cut timber or saw logs. All trees remaining on the land at the time the Patent issues shall pass to the Patentee.

11. On the death of the Locatee, whether before or after the issue of the Patent for any land so located, all his then right and interest in and to such land shall descend to and become vested in his widow during her widowhood in lieu of dower, in case there be such widow surviving such Locatee, but such widow may elect, to have her dower in such land in lieu of the provision aforesaid.

12. Neither, the Locatee, nor any one claiming under him or her, shall have power to alienate, (otherwise than by devise) or to mortgage or pledge any land located as aforesaid, or any right or interest therein before the issue of the Patent.

13. No alienation (otherwise than by devise) and no mortgage or pledge of such land, or of any right or interest therein by the Locatee after the issue of the Patent, and within twenty years from the date of such location, and during the life-time of the wife of such Locatee, shall be valid or of any effect, unless the same be by Deed, in which she shall be one of the grantors with her husband, nor unless such Deed is executed by her in the same presence, and there are the same examination and certificate and at the same time, as shall be at the date of such deed required by Law in the case of married women conveying their real estate.

14. No land located as aforesaid, nor any interest therein, shall in any event be or become liable to the satisfaction of any debt or liability contracted or incurred by the Locatee, his widow, heirs, or devisee, before the issuing of the Patent for such land: After the issuing of the Patent for any such land, and while such land or any part thereof or any interest therein is owned by the locatee or his widow, heirs, or devisees, such land, part or interest, shall during twenty years next after the date of such location be exempt from attachment, levy under execution or sale for payment of debts, and shall not be or become liable to the satisfaction of any debt or liability contracted or incurred before or during that period, save and except any debt secured by a valid mortgage or pledge of such land made subsequently to the issuing of the Patent therefor.

15. Nothing in this Act shall be construed to exempt any land from levy or sale for rates or taxes, now or hereafter legally imposed.

16. Every patent to be issued for any land located as aforesaid shall state in the body thereof, the name of the original Locatee of the said land, and the date of the said location,

and that the said Patent is issued under the authority of this Act.

17. This Act shall be taken and read as part of "The Public Lands Act of 1860."

AN ACT

Respecting Overholding Tenants.

[Assented to March 4, 1868.]

Whereas, it is expedient to provide a less expensive and more expeditious mode of proceeding against tenants of occupants overholding wrongfully, than is provided by law; Therefore Her Majesty, by and with the advice and consent of the Legislative Assembly of Ontario, enacts as follows:

1. The Act of the late Parliament of Canada, passed in the twenty-seventh and twenty-eighth year of Her Majesty's reign, chapter thirtieth, and intituled "An Act to afford a more expeditious remedy as regards tenants overholding, wrongfully, in Upper Canada," is hereby repealed; Provided, always, that all proceedings had, or taken under the said Act, shall not be affected by the repeal of the said Act, but the same may be carried on and finally determined under the provisions of the said Act as the same might be if the said Act had not been repealed.

2. In case a tenant, after his lease or right of occupation whether created by writing or by verbal agreement has expired, or been determined, either by the landlord or the tenant, by a notice to quit or notice pursuant to a proviso in any lease or agreement in that behalf, or has been determined by any other act whereby a tenancy or right of occupancy may be determined or put an end to, wrongfully refuses, upon demand made in writing, to go out of possession of the land demised to him or which he has been permitted to occupy, his landlord or the agent of his landlord, may apply to the County Judge of the county, or union of counties, in which such land lies, in term or in vacation, and wherever such Judge may then be, setting forth on affidavit the terms of the demise or right of occupation, if verbal, and annexing a copy of the instrument creating or containing such demise or right of occupation, if in writing; or if a copy cannot be so annexed by reason of the said writing being mislaid, lost or destroyed, or being in the possession of the tenant or from any other cause, then annexing a statement setting forth the terms of the demise or occupation and the reason why a copy of the said writing cannot be annexed, and also annexing a copy of the demand made for the delivering up of possession, and stating also the refusal of the tenant to go out of possession, and the reasons given for such refusal, if any were given, adding such explanation in regard to the ground of such refusal as the truth of the case may require; and this section shall extend, and be construed to apply to tenancies from week to week, from month to month,