

COMPENSATION FOR DISTURBANCE (IRELAND) BILL.

more than a quibble used out of doors, that this is not a suspension of the right of eviction, but merely the affixing to the right of eviction certain penalties. My lords, it is just the same thing whether you say to a landlord, "You shall not use your right of eviction," or whether you say "If you do use your right of eviction you shall pay such a sum as is certain to prevent you from resorting to the exercise of that right." (Hear, hear.) The whole foundation of the case for the Bill is that evictions have increased and that they ought to be limited, and, unless the Bill is meant to suspend or limit the right of eviction, the foundation of the Bill falls to the ground. (Hear, hear.) Well, now, my lords, I dwell for a moment upon this for the purpose of reminding your lordships that this is not a question of the freedom of contract. No doubt there was a time when all parties in the State were jealous on the question of freedom of contract. But the fashion of the Liberal party is now to sneer at the idea of maintaining the freedom of contract. (Hear, hear.) But my lords, we have not to argue that question this time. That is not the question raised by the Bill. The question of restraining freedom of contract does not appear to me to arise. The question which does arise is a very different and a much higher one, it is the question of maintaining contracts actually entered into. (Cheers.) The question which your lordships are called upon to investigate and determine is not whether this is a Bill interfering with the freedom of contract, but whether it is a Bill destroying contracts freely entered into. (Hear, hear.) It is well to remember that there are countries—countries too, which we are accustomed to regard as not fettered by the traditions that bind our own judgment—in which the possibility of legislation of this kind is not contemplated. No Legislature of any State in America would pass this Bill, or would impair in any way contracts actually entered into; nor, I am certain, would Congress ever impair the efficacy of such contracts. (Hear, hear.) I listened with interest last night to hear from the noble earl who introduced this Bill whether he could mention any precedent for a measure of this character. He referred to the question of tithe commutation; but the two cases, and the only two he mentioned with regard to contracts, were these. He was good enough to refer to a Bill introduced by me this year, and which passed through the House. It was a Bill that contained one provision between landlords and tenants, and raised the question whether relief should be given to forfeiture for breach of condition in leases. If the noble earl will introduce into this Bill the provisions which were in mine with regard to the terms in which relief of forfeiture can be given as between landlord and tenant, I will vote for

the Bill. My measure proceeded on the principle that all the damage that can be shown by the landlord to be occasioned by the tenant's breach of the conditions of his lease shall be paid fully before the relief can be given to the tenant. (Hear, hear.) So much for the first Bill. The second Bill that he mentioned related to the law of hypothec in Scotland. But did that Bill interfere with any existing contract! If the noble earl will refer to that Bill, which I do not think he has done, he will find that it referred only to future contracts. (Hear, hear.) Now, these are the only precedents for such Parliamentary interference with existing contracts as is here proposed. I wish to ask your lordships next to consider the way in which it is proposed to do this by the Bill. I heard last night a noble lord (Lord Emly), who is not present to-day, express his opinion about the Bill. If I understood him, he said that it was very certain that the Bill, if it passed, would be little resorted to, that there would be scarcely any disputes between landlords and tenants, and that their affairs would usually be settled amicably and peaceably. It is one of the unfortunate things about the Bill that, by an ingenuity which I cannot but admire and lament, it has been arranged in such a way as to make it all but impossible to avoid constant collisions between landlord and tenant. In the jurisdiction of each County Court Judge there are 6,000 or 8,000, or even, in some instances, 10,000 tenants. Unless Irish tenants differ strangely and totally from others, they will be driven by the Bill to make a claim against their landlords in every case. The tenant will naturally say, "Here is a Bill which gives me such a chance as I never had before of getting a considerable sum of ready money. I will take that chance, and decline to pay rent. My landlord will proceed to eviction, and will bring me before the Judge. I shall then make a case against him under the Bill, and I shall proceed to show that, under the circumstances, I cannot pay my rent." Well, there are thirty-three County Court Judges in Ireland, of whom I wish to speak with the greatest respect; but it must needs be that among them there will be difference of action, of thought, and of judgment. One will lean, perhaps, to a more liberal scale of compensation than the others, and another will be more severe on the tenant; but the tenant takes his chance, and, we will suppose, receives from the Judge a sum of compensation money—seven years rental, possibly, or at least four or five. The landlord, of course, cannot draw back, and the tenant remains the mortgagee in possession till every shilling of the compensation is paid. (Hear.) The landlord is compelled either to pay or to allow the tenant to remain in possession till the money is paid, but the tenant, meanwhile, is as free as air. (Hear, hear.) If he