

COMPENSATION FOR DISTURBANCE (IRELAND) BILL.

into effect the provisions of this Act, as one with the Landlord and Tenant (Ireland) Act, 1870.

It now only remains to add, as the best possible comment on the Bill, that portion of the Lord Chancellor's speech, which deals with the legal side of the question. Earl Cairns, after a few introductory remarks, spoke as follows :—

Now, it is desirable that we should in the first instance know what is exactly the present position of an Irish tenant with respect to his holding. My lords, the great statute with respect to landlord and tenant in Ireland was passed in 1870. It begins by declaring that the relation of landlord and tenant in that country is founded upon contract, and it states that that contract may be either express or implied—that is to say, where the landlord and the tenant have stipulated between themselves upon particular grounds the contract is express; where they have not done so, and where the law imports certain terms into the contract, the contract is implied. But, whether it is express or whether it is implied, it is one entire contract upon which the relation of landlord and tenant is founded. Now, let us put aside for a moment the cases arising under the Custom of Ulster, which are somewhat confusing and have little or no bearing upon the present measure, and let us see what is the position of a tenant in Ireland to whom the Custom of Ulster does not apply. Well, he is bound to pay his rent. If he does not pay his rent, there are three remedies which the landlord possesses. He may distrain for rent in arrear; he may bring a civil action for its recovery; or if there is a whole year's rent in arrear he may proceed to evict the tenant from his holding. And then, supposing that to be done, the law steps in and imports further consequences into the contract. If the tenant is entitled to compensation for improvements, he maintains that title and continues to possess that right even though he should be evicted for nonpayment of rent. Eviction for nonpayment of rent in no way injures his right to compensation for improvements. If he is evicted for any other reason but nonpayment of rent, he may have a claim for disturbance. But, with the law as it now stands, if he is evicted for nonpayment of rent, he has no claim for any payment in the shape of damages for disturbance except in two particular cases specified—the one where there is an old arrear of rent hanging over him, and the other where under tenancies existing in 1870 he can show in the case of a holding under £15 a year that the rent is exorbitant. My lords, those are the conditions under which an Irish

tenant at present holds. But let me say one word with respect to the question of eviction. In addition to the rights which I have mentioned, the tenant in Ireland who is to be evicted for nonpayment of rent has certain other privileges which are peculiar to that country, and which are of considerable value. In the first place he has the right for six months to come to his landlord and tender the rent in arrear, and so redeem his holding; in the next place, he has a privilege which is not unimportant—the Judge who directs the process of eviction has a power which I believe is entirely peculiar to that country, and which would very much surprise a Judge in this country, that in all cases of decrees for ejectment the Judge shall be at liberty to grant such stay of execution as he may in the circumstances consider reasonable. So that the tenant is guarded in this way—he has six months to redeem his holding, and if he can show the Judge any reason why as a question of mercy and kindness he should not be evicted, the Judge has a discretion to suspend the execution of the eviction which has been decreed. That being the present state of the law, let me show your lordships in the next place what this Bill proposes to do. In the first place, with respect to the area covered by the Bill, I do not know whether your lordships have observed the map exhibited in your library which shows by colours the portions of Ireland to which this Bill would apply. But I may further, for the convenience of the House, state roughly that the Bill would apply to more than half the acreage of Ireland—to 11 millions out of about 20 million acres. But that is not a complete statement of the case. Of the four provinces, Ulster, Leinster, Munster and Connaught, we may put aside Ulster, because the Bill would have really no operation in it; and of the other three provinces your lordships may take it roughly that the whole of Connaught and the whole of Munster are covered by the Bill, and that the only province out of Ulster not covered by it is Leinster. Therefore, putting aside the Custom of Ulster, you have two out of the three remaining provinces covered by the operation of the Bill. Well, what does the Bill propose to do? It takes possession of all existing contracts between landlord and tenant, and not only of all existing contracts, but of all existing actions between landlord and tenant, actions actually commenced, actions in progress up to any point short of complete execution. The Bill takes possession of the whole of those contracts, the whole of those actions, and suspends the landlord's right of eviction. My lords, I say suspends the right of eviction, because I do not expect that I shall hear in this House what I most respectfully say is nothing