

Technical and Bibliographic Notes / Notes techniques et bibliographiques

The Institute has attempted to obtain the best original copy available for filming. Features of this copy which may be bibliographically unique, which may alter any of the images in the reproduction, or which may significantly change the usual method of filming are checked below.

- Coloured covers / Couverture de couleur
- Covers damaged / Couverture endommagée
- Covers restored and/or laminated / Couverture restaurée et/ou pelliculée
- Cover title missing / Le titre de couverture manque
- Coloured maps / Cartes géographiques en couleur
- Coloured ink (i.e. other than blue or black) / Encre de couleur (i.e. autre que bleue ou noire)
- Coloured plates and/or illustrations / Planches et/ou illustrations en couleur
- Bound with other material / Relié avec d'autres documents
- Only edition available / Seule édition disponible
- Tight binding may cause shadows or distortion along interior margin / La reliure serrée peut causer de l'ombre ou de la distorsion le long de la marge intérieure.
- Blank leaves added during restorations may appear within the text. Whenever possible, these have been omitted from filming / Il se peut que certaines pages blanches ajoutées lors d'une restauration apparaissent dans le texte, mais, lorsque cela était possible, ces pages n'ont pas été filmées.
- Additional comments / Commentaires supplémentaires: Cover title page is bound in as last page in book but filmed as first page on fiche.

L'Institut a microfilmé le meilleur exemplaire qu'il lui a été possible de se procurer. Les détails de cet exemplaire qui sont peut-être uniques du point de vue bibliographique, qui peuvent modifier une image reproduite, ou qui peuvent exiger une modification dans la méthode normale de filmage sont indiqués ci-dessous.

- Coloured pages / Pages de couleur
- Pages damaged / Pages endommagées
- Pages restored and/or laminated / Pages restaurées et/ou pelliculées
- Pages discoloured, stained or foxed / Pages décolorées, tachetées ou piquées
- Pages detached / Pages détachées
- Showthrough / Transparence
- Quality of print varies / Qualité inégale de l'impression
- Includes supplementary material / Comprend du matériel supplémentaire
- Pages wholly or partially obscured by errata slips, tissues, etc., have been refilmed to ensure the best possible image / Les pages totalement ou partiellement obscurcies par un feuillet d'errata, une pelure, etc., ont été filmées à nouveau de façon à obtenir la meilleure image possible.
- Opposing pages with varying colouration or discolourations are filmed twice to ensure the best possible image / Les pages s'opposant ayant des colorations variables ou des décolorations sont filmées deux fois afin d'obtenir la meilleure image possible.

This item is filmed at the reduction ratio checked below / Ce document est filmé au taux de réduction indiqué ci-dessous.

10x	14x	18x	22x	26x	30x	32x
12x	16x	20x	24x	28x		

No. 159.

4th Session, 3rd Parliament, 14 & 15 Vict., 1851.

BILL.

An Act for the more summary and effectual exercise of the Rights of Lessors, in certain cases, in Lower Canada.

Received and read a first time, Wednesday, 18th June, 1851.

Second reading, Monday, 23rd June, 1851.

Mr. LAURIN.

TORONTO: PRINTED BY LOVELL AND GIBSON.

B I L L.

An Act for the more summary and effectual exercise of the Rights of Lessors, in certain cases, in Lower Canada.

WHEREAS Proprietors or Lessors often experience Preamble.
 great vexation on the part of Tenants occupying
 their houses, tenements or farms, as well by reason that
 the latter do not according to law provide the same with
 furniture sufficient to secure the rent, as by committing
 waste or depredation on the premises, or do not in good
 faith make a right and proper use thereof (*n'en jouissent
 pas en bon père de famille*) and oftentimes persist in occu-
 pying such houses, tenements or farms against the will of
 the proprietor, and without having paid their rent, or
 providing as by law required, sufficient furniture to secure
 it: And whereas also Tenants often refuse or neglect at
 the expiration of their lease to quit the house, tenement
 or farm held by such lease, or when there is no written
 lease at the usual term or time when according to usage
 in the District or place where such houses, tenements
 or farms are respectively situated, removals take place,
 or, in cases where the term is less than a year, at the expi-
 ration of the stipulated term; whereby proprietors are
 prevented from re-entering into possession of the premises
 at the time agreed upon, or at the expiration of the terms
 as above mentioned, and are thereby placed under the
 necessity of recurring to expensive law-suits, for the most
 part occasioning heavy losses: And whereas the legal re-
 medy by law already in such cases provided requires
 greater despatch than is admitted of by the present ordi-
 nary action by law: Be it therefore enacted, &c.

That in all cases where the tenant of any house, tene-
 ment or farm shall have omitted to furnish and provide
 the same (as by law it is in such case already provided)
 with furniture or stock sufficient to secure the rent thereof,
 or shall commit waste or make depredation on the pre-
 mises, or shall not in good faith make a right and proper
 use of the same (*n'en jouira pas en bon père de famille*) or
 shall continue contrary to the will of the proprietor or
 lessor to remain therein, or occupy the same without hav-
 ing paid the rent or furnished the premises according to
 law, so as to secure such rent, it shall be lawful for any
 such proprietor or lessor to summon such tenant or occu-
 pier by simple notification (*exploit de sommation*) to quit
 and clear the premises within fifteen days, and upon the
 affirmation upon oath of such proprietor or lessor of

Summary
 remedy given
 for recovering
 possession in
 the cases
 mentioned in
 the Preamble.

any of the above mentioned facts, and on proof of such notice, he shall, upon his petition to the Judges of the Superior Court in the District, or to the Circuit Judge in the Circuit, obtain from the Prothonotary or Clerk of the said Superior Court or Circuit Court a writ of possession in the form of the Schedule hereunto annexed marked A, signed by such Prothonotary or Clerk and addressed to the Sheriff of the District if returnable in the Superior Court, or to a Bailiff if returnable in the Circuit Court, commanding such Sheriff or Bailiff immediately to put such proprietor or lessor in possession of such house, tenement or farm, and to summon such tenant or occupier to appear before the Superior Court or Circuit Court as the case may be, on such day as shall be fixed and mentioned in the said writ of possession, to show cause why the same should not be declared good and valid, which Superior Court in Term or at any weekly sitting thereof, or the Circuit Court in term (as the case may be), shall proceed in due course to hear and determine and adjudge upon the matter in issue in such cause, and to award costs thereon.

Writ of possession.
Further proceedings.

Tenant giving security may remain in possession until the case is decided.

II. Provided always and be it enacted, That when the tenant or occupier shall give good and sufficient security to the satisfaction of one of the Judges of the Superior Court, or of the Circuit Judge, as the case may be, to pay the rent due and to grow due, with interest, costs and expenses, and all damages sustained or to be sustained by the proprietor or lessor, then and in that case, such tenant or occupier may continue to remain in possession of the house, tenement or farm until the judgment declaring the said writ of possession good and valid (*bon et valable*) shall have been rendered.

Act not to take away any other remedy of the lessor.

III. Provided also, and be it enacted, That nothing contained in the present Act shall prevent or be construed to prevent such proprietor or lessor from availing himself of the right of *saisie gagerie*, or any other course of proceeding which he has now by law.

Recourse of the tenant saved, if he is aggrieved.

IV. Provided always and be it enacted, That nothing in this Act contained shall, in any of the cases above specified, be construed to prevent any tenant or occupier deeming himself aggrieved by any such proprietor or lessor from prosecuting such recourse and remedy as he may in such case be entitled to.

Duration of Act.

V. And be it enacted, that this Act shall be and remain in force until the first day of May One Thousand Eight Hundred and Sixty-two, and no longer.

SCHEDULE A.

Writ of Habere Facias Possessionem.

VICTORIA the by the Grace of God of the United Kingdom
of Great Britain and Ireland Queen, Defender of the Faith,
&c., &c., &c.

To the Sheriff of the District of (or to A. B.)
Bailiff), greeting.

WHEREAS A. B., of [REDACTED] hath lately by his petition to the Judges of our Superior Court in the District of [REDACTED] (or our Circuit Court in the Circuit of [REDACTED] as the case may be) represented that (here set forth the chief grounds of complaint and description of the property in question,) and hath thereupon prayed to be put in possession of the said house, (tenement or farm, as the case may be).

Therefore we command you that without delay you cause the said A. B. to have possession of the said house, (tenement or Farm, *as the case may be*) with the appurtenances, and that you summon C. D. the tenant (*or occupier*) of the said house, (tenement *or* farm) to appear before us in our Superior Court (*or* Circuit Court), to be holden in and for our said District (*or* Circuit) on the day of to show cause, if any he hath, why the said A. B. should not by the judgment of our said Court be adjudged to have and keep possession of the said house, (tenement *or* farm), and that you have then and there this writ with your doings thereon.

In witness whereof we have caused the Seal of our said Court to be hereunto affixed at this day of in the year of Our Lord and in the year of Our Reign.