

CHAPTER 27. No. 16.

LANDLORD AND TENANT.

AN ORDINANCE RELATING TO LEASES AND THE RECOVERY
OF RENTS AND OTHER PERIODICAL SUMS OF MONEY.

Ordinances
Ch. 27. No. 16
-1940.
No. 48-1946.
„ 16-1949.

[2nd March, 1846.]

Commence-
ment.

1. This Ordinance may be cited as the Landlord and Tenant Ordinance.

Short title.

2. In this Ordinance—

Interpre-
tation.

“land” includes messuages, tenements, and any estate or interest therein;

“lease” includes every lease, whether the same be for life or lives, or for a term of years, or from year to year;

“rent” includes all rentcharges, rents-seck, as well as rents reserved with a power of distress.

3. No lease for a term exceeding three years or surrender of any land shall be valid as a lease or surrender, unless the same shall be made by deed duly registered; but any agreement in writing to let or surrender any land shall be valid and take effect as an agreement to execute a lease or surrender, and the person who shall be in the possession of the land in pursuance of any agreement to let may, from payment of rent or other circumstances, be construed to be a tenant from year to year.

Lease or
surrender to
be by deed.

4. Every lease for life or lives, or for any other term of uncertain duration, shall be and be taken to be a freehold interest, and every lease for a time certain shall be and be

Freehold
and chattel
interest.

taken to be a chattel interest, and every such estate of freehold or chattel interest, as the case may be, shall have such and the same qualities and incidents as the life estate or interest has by the law of England.

Certain
questions to
be decided
as in
England.

5. Whenever any question shall arise touching the validity of any lease or demise of any land in the Colony as regards the lessor's power to grant such lease, or touching the right of any lessor, or any person claiming from, by, or under the lessor, to the rent reserved, or to re-enter upon the land demised, or to determine such lease, or touching the liability of any lessor, or any person claiming from, by, or under the lessor, to repair, or touching the validity of any lease against any person claiming or entitled to any estate in the land demised after the determination of the particular estate of the lessor, or touching the right of the lessee or tenant of any land to remove any fixtures annexed or affixed to the land demised during the continuance of the lease, or touching the liability of any lessee, his heirs, successors, executors, administrators, or assigns, or the assignee or under-lessee of any lease for the rent, or for doing waste or other forfeiture, or for not performing any condition, covenant, or agreement contained and expressed in the lease, demise, or grant, or for repairs, or for the payment of any tax or local rate, or touching the determination, merger, forfeiture, or disclaimer of any lease; every such question shall be determined according to the law of England.

Tenancy
from year
to year.

6. A tenancy from year to year may be implied from any circumstances which would be sufficient to create such a tenancy according to the law of England, and such tenancy from year to year shall have the same duration, and incidents, and shall be determinable by notice in the same manner, as by the law of England.

Lease to be
good except
as against
mortgagee

7. Every lease *bona fide* made by deed duly recorded shall be good as against all parties claiming as creditors of the lessor, save only and except any mortgagee of the land so leased claiming by virtue of some express mortgage duly registered previously to the registration of such lease, and no mortgage granted by the lessor shall be taken

as determining the privity of estate between the lessor and the lessee.

8. Every person having any rent in arrear and due to him upon any grant, lease, demise, or contract whatsoever, shall have the same remedy by distress for the recovery of such rent as is given by the law of England in the like case. Distress.

9. In every case of distress for rent, the tenant or owner of the goods or chattels distrained upon shall have the same right to replevy the goods or chattels so distrained upon as is given by the law of England in the like cases. Replevy.

10. If the goods or chattels of any person be taken and wrongfully withholden, the Magistrate of the district where such goods and chattels may be so taken, after complaint made to him, shall have authority to grant replevin of such goods and chattels without let or gainsaying of him that took them; and such Magistrate shall, before any deliverance of the distress, take in his own name from the plaintiff and two sufficient persons as sureties, a bond in double the value of the goods distrained, such value to be ascertained by the oath of one or more credible witness or witnesses not interested in the goods or distress, which oath such Magistrate is hereby authorised and required to administer, and conditioned for prosecuting the suit with effect and without delay, and for duly returning the goods and chattels distrained in case a return shall be awarded. And the Magistrate taking such bond shall, at the request and costs of the avowant or person making conusance, assign such bond to the avowant or person aforesaid, by endorsing the same and attesting it under his hand in the presence of two or more credible witnesses; and if the bond so taken and assigned be forfeited, the avowant or person making conusance may bring an action and recover thereupon in his own name, and the Supreme Court may by a rule give such relief to the parties upon such bond as may be agreeable to justice and reason, and such rule shall have the nature and effect of a defeasance to such bond. Replevin.

Every action of replevin shall be brought in the Supreme Court.

Goods
distrained
for rent
may be sold.

11. (1) Where any goods or chattels shall be distrained for any rent reserved and due upon any demise, lease, or contract whatsoever, and the tenant or owner of the goods so distrained shall not, within five days next after such distress taken, and notice thereof (with the cause of such taking) left at the chief dwelling-house or other most notorious place on the premises charged with the rent distrained for, replevy the same, with sufficient security to be given to the prescribed official according to law, then in such case, after such distress and notice as aforesaid, and expiration of the said five days, the person distraining shall and may, with the prescribed official, or with a member of the Police Force (who are hereby required to be aiding and assisting therein) lawfully sell the goods and chattels so distrained for the best price that can be gotten for the same, towards satisfaction of the rent for which the said goods and chattels shall be distrained, and of charges of such distress and sale, leaving the surplus (if any) in the hands of the said prescribed official or member of the Police Force for the owner's use.

Removal of
goods.

(2) For the purpose of sale, the goods and chattels shall, at the request in writing of the tenant or owner of such goods and chattels, be removed to a public auction-room, or some other fit and proper place specified in such request, and be there sold: Provided that the costs and expenses attending any such removal, and any damage to the goods and chattels arising therefrom, shall be borne and paid by the person requesting the removal.

Treble
damages for
rescue or
pound-
breach.

12. In case of any pound-breach, or rescue of goods or chattels distrained for rent, the person grieved thereby shall, in an action for the wrong thereby sustained, recover his treble damages and costs of suit against the offender or offenders in any such rescue or pound-breach, any or either of them, or against the owner of the goods distrained, in case the same be afterwards found to have come to his use or possession.

Double
damages
and costs
against
wrongful
distrainer.

13. In case any such distress and sale as aforesaid shall be made by virtue or colour of this Ordinance for rent pretended to be in arrear and due, where in truth no rent is in arrear or due to the person distraining, or to him in

whose name or right such distress shall be taken as aforesaid, then the owner of such goods or chattels distrained and sold as aforesaid, his executors or administrators, shall and may, by action to be brought against the person so distraining, his executors or administrators, recover double the value of the goods or chattels so distrained and sold, together with full costs of suit.

14. No goods or chattels whatsoever, lying or being in or upon any land which is or shall be leased for life or lives, term of years, at will or otherwise, shall be liable to be taken by virtue of any execution on any pretence whatsoever, unless the party at whose suit the said execution is sued out shall, before the removal of such goods from off the said premises, by virtue of such execution, pay to the landlord of the said premises all such sum or sums of money as are or shall be due for rent for the said premises at the time of the taking such goods or chattels by virtue of such execution: Provided that the said arrears of rent do not amount to more than one year's rent; and in case the said arrears shall exceed one year's rent, then the said party at whose suit such execution is sued out, paying the said landlord one year's rent, may proceed to execute his judgment, and the Marshal or other officer is hereby empowered and required to levy and pay to the plaintiff as well the money so paid for rent as the execution money.

No goods, etc. to be taken in execution unless the party before removal of the goods, etc., pay the landlord the rent due up to one year's arrears.

15. In case any tenant, lessee for life or lives, term of years, at will or sufferance, of any land upon the demise or holding whereof any rent is or shall be reserved, due, or made payable, shall fraudulently or clandestinely convey away or carry off or from such demised premises his goods or chattels, with intent to prevent the landlord or lessor from distraining the same for arrears of rent so reserved, due, or made payable as aforesaid, it shall and may be lawful to and for such lessor or landlord, or any person or persons by him for that purpose lawfully empowered, within the space of thirty days next ensuing such conveying away or carrying off such goods or chattels as aforesaid, to take and seize such goods and chattels, wherever the same shall be found, as a distress for the said arrears of such rent, and the same to sell or otherwise dispose of, and to distribute

Landlord may distrain and sell goods fraudulently carried off the premises.

Saving for
bonâ fide sale.

Rent in
arrear upon
a lease may
be distrained
for after the
determina-
tion of the
lease.

Distress to
be within
six months
after end of
lease.

Penalty for
fraudulent
removal of
goods.

Landlord
may distrain
on stock or
cattle.

the money arising by such sale, in such manner as if the said goods and chattels had actually been distrained by such lessor or landlord in and upon such demised premises for such arrears of rent, any law, custom, or usage to the contrary in anywise notwithstanding: Provided that nothing in this Ordinance contained shall extend or be construed to empower such lessor or landlord to take or seize any goods or chattels as a distress for arrears of rent, which shall have been sold *bonâ fide* and for a valuable consideration before such seizure made, to any person or persons not privy to such fraud as aforesaid, anything herein contained to the contrary notwithstanding.

16. It shall and may be lawful for any person having any rent in arrear; or due upon any lease for life or lives, or for years, or at will, ended or determined, to distrain for such arrears after the determination of such lease, in the same manner as he might have done if such lease had not been ended or determined: Provided that such distress be made within the space of six months after the determination of such lease, and during the continuance of such landlord's title or interest, and during the possession of the tenant from whom such arrears became due.

17. If any tenant or lessee shall fraudulently remove and convey away his goods or chattels, or if any person shall wilfully and knowingly aid or assist any tenant or lessee in such fraudulent conveying away or carrying off of any part of his goods or chattels, or in concealing the same, every person so offending shall forfeit and pay to the landlord or lessor from whose estate such goods and chattels were fraudulently carried off as aforesaid, double the value of the goods so carried off or concealed as aforesaid, to be recovered by action of debt.

18. It shall and may be lawful to and for every lessor or landlord, or his steward, bailiff, receiver, or other person or persons empowered by him, to take and seize as a distress for arrears of rent, any cattle or stock of any lessee or tenant, feeding or depasturing upon any common appendant or appurtenant, or in anywise belonging to all or any part of the premises demised or holden; and also to take and

seize all sorts of fruits, produce, or other product whatsoever which shall be growing, or in the course of manufacture or made, on any part of the premises so demised or holden, as a distress for arrears of rent, and the same to cut, gather, make, cure, carry, and lay up when ripe or cured in the buildings or other proper place on the premises so demised or holden; and in case there shall be no building or proper place on the premises so demised or holden, then in any other building or proper place which such lessor or landlord shall hire or otherwise procure for that purpose, and as near as may be to the premises; and in convenient time to appraise, sell, or otherwise dispose of the same towards satisfaction of the rent for which such distress shall have been taken, and of the charges of such distress, appraisement, and sale in the same manner as other goods and chattels may be seized, distrained, and disposed of, and the appraisement thereof to be taken when cut, gathered, cured, and made, and not before:

Provided that notice of the place where the goods and chattels so distrained shall be lodged or deposited, shall, within the space of one week after the lodging or depositing thereof in such place, be given to such lessee or tenant, or left at the last place of his abode:

Tenant to have notice of place where the distress is lodged.

Provided also, that if after any distress for arrears of rent so taken of fruits, produce, or other product which shall be growing or in the course of manufacture or made as aforesaid, and at any time before the same shall be ripe and cut, cured, or gathered, the tenant or lessee, or his executors, administrators, or assigns, shall pay or cause to be paid to the lessor or landlord for whom such distress shall be taken, or to the steward or other person empowered or usually employed to receive the rents of such lessor or landlord, the whole rent which shall be then in arrear, together with the full costs and charges of making such distress, and which shall have been occasioned thereby, then and upon such payment or lawful tender thereof actually made, whereby the end of such distress will be fully answered, the same and every part thereof shall cease, and the fruits, produce, or other product so distrained shall be delivered up to the lessee or tenant, his executors, administrators, or assigns, anything hereinbefore contained to the contrary notwithstanding.

Distress of produce to cease if rent be paid before it is gathered.

Landlord
may break
open houses
to seize
goods
fraudulently
secured
therein.

19. Where any goods or chattels fraudulently or clandestinely conveyed or carried away by any tenant or lessee, or his servant or agent, or other person or persons aiding or assisting therein shall be put, placed, or kept in any house, stable, out-house, yard, close, or place locked up, fastened, or otherwise secured, so as to prevent such goods or chattels from being taken and seized as a distress for arrears of rent, it shall and may be lawful for the landlord or lessor, or any person empowered to take and seize, as a distress for rent, such goods and chattels (first calling to his assistance some constable of the district or place where the same shall be suspected to be concealed, which constable is required to aid and assist therein; and in case of a dwelling-house, oath being also first made before a Justice of a reasonable ground to suspect that such goods or chattels are therein, and on the warrant of such Justice) in the daytime, to break open and enter into such house, stable, out-house, yard, close, and place, and to take and seize such goods and chattels for the said arrears of rent.

Persons
holding over
lands, etc.,
after expira-
tion of lease
to pay
double the
yearly value.

20. In case any tenant for any term of life, lives, or years, or other person who shall come into possession of any land, by, from, or under, or by collusion with, such tenant, shall wilfully hold over any land after the determination of such term, and after demand made and notice in writing given for delivering the possession thereof by his landlord or lessor, or the person to whom the remainder or reversion of such land shall belong or his agent thereunto lawfully authorised, then and in such case such person so holding over shall, for and during the time he shall so hold over, or keep the person entitled out of possession of, the said land as aforesaid, pay to the person so kept out of possession, his executors, administrators, or assigns, at the rate of double the yearly value of the land so detained, for so long time as the land is detained, to be recovered by action of debt, against the recovering of which said penalty there shall be no equitable relief.

Procedure
after notice
to quit.

21. Where the term or interest of any tenant now or hereafter holding under a lease or agreement in writing any lands for any term or number of years certain, or from year to year, shall have expired or been determined either by

the landlord or tenant, by regular notice to quit, and such tenant, or any one holding or claiming by or under him, shall refuse to deliver up possession accordingly after lawful demand in writing made and signed by the landlord or his agent, and served personally upon or left at the dwelling-house or usual place of abode of such tenant or person, and the landlord shall thereupon proceed by action for the recovery of possession, it shall be lawful for him, at the foot of the statement of claim, to address a notice to such tenant or person requiring him to appear in the court, and for such purposes as are hereinafter next specified; and upon the appearance of the party on the day prescribed, or, in case of non-appearance, on making the usual affidavit of service of the statement of claim and notice, it shall be lawful for the landlord producing the lease or agreement, or some counterpart or duly certified copy thereof, and proving the execution of the same by affidavit, and upon affidavit that the premises have been actually enjoyed under such lease or agreement, and that the interest of the tenant has expired or been determined by regular notice to quit, as the case may be, and that possession has been lawfully demanded in manner aforesaid, to move the court for a rule for such tenant or person to show cause, within a time to be fixed by the court on a consideration of the situation of the premises, why such tenant or person, upon being admitted defendant, beside giving the common undertaking, should not undertake, in case a verdict shall pass for the plaintiff, to give the plaintiff a judgment to be entered up against the real defendant, and also why he should not enter into a recognisance, by himself and two sufficient sureties, in a reasonable sum, conditioned to pay the costs and damages which shall be recovered by the plaintiff in the action; and it shall be lawful for the court upon cause shown, or upon affidavit of the service of the rule in case no cause shall be shown, to make the same absolute in the whole or in part, and to order such tenant or person, within a time to be fixed upon a consideration of all the circumstances, to give such undertakings, and find such bail, with such conditions and in such manner as shall be specified in the said rule, or such part of the same so made absolute; and in case the party shall neglect or refuse so to do, and shall lay no ground to induce the court to enlarge the time for obeying the same, then upon affidavit of the service of

such order an absolute rule shall be made for entering up judgment for the plaintiff.

Recovery of
rent where
demises not
by deed.

22. It shall and may be lawful to and for the landlord, where the agreement is not by deed, to recover a reasonable satisfaction for the land held or occupied by the defendant, in an action for the use and occupation of what was so held or enjoyed; and if in evidence on the trial of such action any parole demise or any agreement (not being by deed), whereon a certain rent was reserved shall appear, the plaintiff may make use thereof as evidence of the quantum of the damages to be recovered.

Recovery of
rent from
under-tenant
where tenant
for life dies
before rent
is payable.

23. Where any tenant for life shall happen to die before or on the day on which any rent may be reserved or made payable upon any demise or lease of any land which determined on the death of such tenant for life, the executors or administrators of such tenant for life shall and may, in an action, recover of and from such under-tenant or under-tenants of such land, if such tenant for life die on the day on which the same was made payable, the whole, or if before such day, then a proportion, of such rent, according to the time such tenant for life lived, of the last year, or quarter, of a year, or other time in which the said rent was growing due as aforesaid (making all just allowances) or a proportionate part thereof respectively.

Tenant
holding
premises
after notice
to quit to
pay double
rent.

24. In case any tenant shall give notice of his intention to quit the premises by him holden at a time mentioned in such notice, and shall not accordingly deliver up the possession thereof at the time in such notice contained, then the said tenant, his executors or administrators, shall from thenceforward pay to the landlord or lessor double the rent or sum which he should otherwise have paid, to be levied, sued for, and recovered at the same time, and in the same manner as the single rent or sum before the giving such notice could be levied, sued for, or recovered; and such double rent or sum shall continue to be paid during all the time such tenant shall continue in possession as aforesaid.

25. Where any distress shall be made for any kind of rent justly due, and any irregularity or unlawful act shall be afterwards done by the party distraining, or by his agent, the distress itself shall not be therefore deemed to be unlawful nor the party making it be deemed a trespasser *ab initio*; but the party aggrieved by such unlawful act or irregularity shall or may recover full satisfaction for the special damage he shall have sustained thereby, and no more, in an action of trespass, or on the case, at the election of the plaintiff: Provided that where the plaintiff shall recover in such action he shall be paid his full costs of suit, and have all the like remedies for the same as in other cases of costs.

Distresses for rent not unlawful, etc., for any irregularity in the execution of them.

26. On complaint made to any Magistrate by any person who shall, within the district assigned to such Magistrate, have occupied any house or lodging by the week or month, or whereof the rent does not exceed the rate of ~~seventy-two~~ ^{seven hundred and twenty} dollars by the year, that his goods have been taken from him by an unlawful distress, or that the landlord, or his broker or agent, has been guilty of any irregularity or excess in respect of such distress, it shall be lawful for such Magistrate to summon the party complained against; and if upon the hearing of the matter it shall appear to the Magistrate that such distress was improperly taken or unfairly disposed of, or that the charges made by the party having distrained or having attempted to distrain are contrary to law, or that the proceeds of the sale of such distress have not been duly accounted for to the owner thereof, it shall be lawful for the Magistrate to order the distress so taken, if not sold, to be returned to the tenant, on payment of the rent which shall appear to be due, at such time as the Magistrate shall appoint, or, if the distress shall have been sold, then to order payment to the said tenant of the value thereof, deducting thereout the rent which shall so appear to be due, such value to be determined by the Magistrate; and such landlord or party complained against, in default of compliance with any such order, shall forfeit and pay on the order of the Magistrate to the party aggrieved the value of such distress, not being greater than ~~seventy-two~~ dollars, such value to be determined by the Magistrate.

Summary trial of cases of oppressive distress.

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Lodger, if
distress
levied, to
make
declaration
that imme-
diate tenant
has no
property in
goods dis-
trained.

27. If any superior landlord shall levy, or authorise to be levied, a distress on any furniture, goods, or chattels of any lodger for arrears of rent due to such superior landlord by his immediate tenant, such lodger may serve such superior landlord, or the bailiff or other person employed by him to levy such distress, with a declaration in writing made by such lodger, setting forth that such immediate tenant has no right of property or beneficial interest in the furniture, goods, or chattels so distrained or threatened to be distrained upon, and that such furniture, goods, or chattels are the property or in the lawful possession of such lodger; and also setting forth whether any and what rent is due and for what period from such lodger to his immediate landlord; and such lodger may pay to the superior landlord, or to the bailiff or other person employed by him as aforesaid, the rent, if any, so due as last aforesaid, or so much thereof as shall be sufficient to discharge the claim of such superior landlord. And to such declaration shall be annexed a correct inventory, subscribed by the lodger, of the furniture, goods, and chattels referred to in the declaration; and if any lodger shall make or subscribe such declaration and inventory, knowing the same or either of them to be untrue in any material particular, he shall be guilty of a misdemeanor and liable, on indictment, to imprisonment for two years.

Penalty on
superior
landlord
disregarding
lodger's
declaration.

28. If any superior landlord, or any bailiff or other person employed by him, shall, after being served with the beforementioned declaration and inventory, and after the lodger shall have paid or tendered to such superior landlord, bailiff, or other person the rent, if any, which by the last preceding section such lodger is authorised to pay, shall levy or proceed with a distress on the furniture, goods, or chattels of the lodger, such superior landlord, bailiff, or other person shall be deemed guilty of an illegal distress, and the lodger may apply to a Magistrate for an order for the restoration to him of such goods; and such Magistrate shall enquire into the truth of such declaration and inventory, and shall make such order for the recovery of the goods or otherwise as to him may seem just, and the superior landlord shall also be liable to an action at law at the suit of the lodger, in which action the truth of the declaration and inventory may likewise be enquired into.

29. Any payment made by any lodger pursuant to section 27 shall be deemed a valid payment on account of any rent due from him to his immediate landlord.

Payments
by lodger to
superior
landlord.

30. The form and manner of procedure given by the Summary Courts Ordinance shall apply to proceedings before a Magistrate under sections 26 and 28 of this Ordinance, and all orders by a Magistrate under the said sections may be enforced, and all penalties made recoverable before such Magistrate under the said sections may be recovered, in the manner prescribed by the said Ordinance.

Procedure.

31. No tenant or lessee shall recover in any action for any such unlawful act or irregularity as aforesaid, if tender of amends shall have been made by the party distraining or his agent before such action brought.

Tender of
amends.

32. In all actions against any person entitled to any rent or service of any kind, or his agent or receiver, or other person or persons, relating to any entry by virtue of this Ordinance, or otherwise, upon the premises chargeable with such rent or service, or to any distress or seizure, sale or disposal of any goods or chattels thereupon, in case the plaintiff shall have judgment against him, the defendant shall recover double costs of suit.

Defendant
may recover
double costs.

33. No person making, or employed in any manner whatsoever in making, any distress for rent, or doing any act whatsoever in the course of such distress, or for carrying the same into effect, shall take or receive out of the produce of the goods or chattels distrained upon and sold, or from the tenant distrained on, or from the landlord, or from any other person whatsoever, any other or more costs and charges for and in respect of such distress, or any other matter or thing done therein, than such as are fixed and set forth in the Schedule hereto and appropriated to each act which shall have been done in the course of such distress; and no person shall make any charge for any act, matter, or thing mentioned in the said Schedule, unless such act shall have been really done.

Costs and
charges in
connection
with distress.

Schedule.

Retaining more than legal costs and charges.

Magistrate may adjudge treble the amount of moneys unlawfully taken to be paid with costs.

No judgment against landlord unless he personally levies.

Broker to give copy of charges to person distrained.

Exemptions from distress.

Unlawful distress.

34. If any person shall in any manner levy, take, or receive from any person, or retain or take from the produce of any goods sold for the payment of rent, any other or greater costs and charges than are mentioned in the said Schedule, or make any charge for any act, matter, or thing mentioned in the said Schedule, and not really done, it shall be lawful for the party aggrieved by such practices to apply to the Magistrate of the district where such distress shall have been made, or in any manner proceeded in, for the redress of the grievance so occasioned; and if it shall appear to such Magistrate that the person complained of shall have levied, taken, received, or had other and greater costs and charges than are mentioned or fixed in the aforesaid Schedule, or made any charge for any matter or thing mentioned in the said Schedule, such act, matter, or thing not having been really done, such Magistrate shall order and adjudge treble the amount of the moneys so unlawfully taken to be paid by the person so having acted to the party who shall thus have preferred his complaint thereof together with full costs: Provided that nothing herein contained shall empower such Magistrate to make any order or judgment against the landlord for whose benefit any such distress shall have been made, unless such landlord shall have personally levied such distress.

35. Every broker, agent, or other person who shall make and levy any distress shall give a copy of his charges, and of all the costs and charges of any distress, signed by him, to the person or persons on whose goods and chattels any distress shall be levied, and in default of doing so shall be liable, on summary conviction, to a fine of twenty-four dollars.

36. (1) The following goods and chattels shall be exempt from distress for rent; namely, the wearing apparel and bedding of the tenant or his family, and the tools and implements of his trade to the value of twenty-four dollars.

(2) A court of summary jurisdiction, on complaint that goods or chattels exempt under this section from distress for rent, have been taken under such distress, may by summary order, direct that the goods and chattels

so taken, if not sold, be restored; or if they have been sold, that such sum as the court may determine to be the value thereof shall be paid to the complainant by the person who levied the distress or directed it to be levied.

37. (1) No person shall act as a bailiff to levy any distress for rent unless he shall be authorised to act as a bailiff by a certificate in writing under the hand of a Magistrate and such certificate may be general, or apply to a particular distress or distresses, and may be granted in such manner as may be prescribed. Bailiffs to be certified.

(2) Any such certificate may be cancelled or declared void by a Magistrate, subject to the approval of a Judge of the Supreme Court; and such cancellation or declaration shall not be deemed to exempt such bailiff from any other penalty or proceeding to which he may be liable.

(3) If any person not holding a certificate under this section shall levy a distress contrary to the provisions of this Ordinance, the person so levying, and any person who has authorised him so to levy, shall be deemed to have committed a trespass, and shall, in addition, be liable, on summary conviction, to a fine of forty-eight dollars.

38. The Chief Justice, with the concurrence of a Puisne Judge, may make rules— Rules.

(a) for regulating the security to be required from bailiffs;

(b) for fixing the duration of certificates and regulating the fees payable on the issue thereof; and

(c) for carrying into effect the objects of this Ordinance.

All such rules shall be published in the *Royal Gazette*.

(Section 33.)

SCHEDULE.

		Where sum due does not exceed \$96.	Where sum due exceeds \$96.
		\$	\$
Ord. 48-1946.	Levying distress	1.20	2.40
„ 16-1949.	Man in possession, per day	1.25	1.25
	Appraisement—For each \$4.80 of the value of the goods	.12	.12
	All advertisements—such sum as the Magis- trate of the district where the distress shall have been made may consider to have been reasonably incurred for ex- penses of advertisement of sale.		
	Catalogues, sale and commission and de- livery of goods; 5 per centum on the gross sum realised by the sale.		