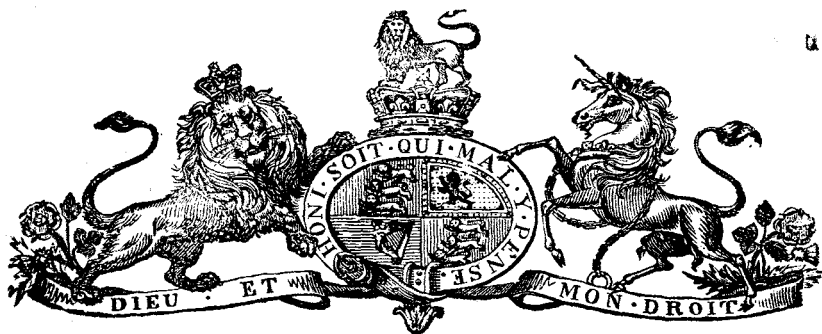


T A S M A N I A.



1874.

ANNO TRICESIMO-OCTAVO

VICTORIÆ REGINÆ,

No. 12.



AN ACT to amend the Law of Landlord and Tenant. A.D. 1874.  
[18 September, 1874.]

WHEREAS it is desirable to amend the Law of Landlord and Tenant relating to emblements, the seizure in execution of growing crops and lodgers' goods, and the removal of agricultural tenants' fixtures: PREAMBLE.

Be it therefore enacted by His Excellency the Governor of *Tasmania*, by and with the advice and consent of the Legislative Council and House of Assembly, in Parliament assembled, as follows :—

1 This Act may be cited as "The Landlord and Tenant Act, 1874." Short title.

2 Where the lease or tenancy of any farm or lands held by a Tenant at rack rent determines by the death or cesser of the estate of any Landlord entitled for his life or for any other uncertain interest, instead of making or having any claim to emblements, the Tenant shall continue to hold and occupy such farm or lands until the expiration of the then current year of his tenancy, and shall then quit, upon the terms of his lease or holding, in the same manner as if such lease or tenancy were then determined by effluxion of time or other lawful means during the continuance of his Landlord's estate; and the succeeding Landlord or owner shall be entitled to recover and receive of the Tenant, in the same manner as his predecessor or such Tenant's lessor could have done, if he had been living or had continued the Landlord or lessor, a fair proportion of the rent for the period which may have elapsed from the day of the On determination of leases or tenancies under tenant for life, &c. instead of emblements Tenant to hold until expiration of current year, &c.

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death or cesser of the estate of such predecessor or lessor to the time of the Tenant so quitting, and the succeeding Landlord or owner and the Tenant respectively shall, as between themselves and as against each other, be entitled to all the benefits and advantages, and be subject to the terms, conditions, and restrictions to which the preceding Landlord or lessor and such Tenant respectively would have been entitled and subject in case the lease or tenancy had determined in manner aforesaid at the expiration of such current year.

No notice to quit shall be necessary or required by or from either party to determine any such holding and occupation as aforesaid.

Growing crops seized and sold under execution to be liable for accruing rent.

**3** In case all or any part of the growing crops of the Tenant of any farm or lands are seized and sold by the Sheriff or other officer by virtue of any Writ of *Fieri Facias* or other Writ of Execution, such crops, so long as the same remain on the farms or lands, shall, in default of sufficient distress of the goods and chattels of the Tenant, be liable to the rent which may accrue and become due to the Landlord after any such seizure and sale, and to the remedies by distress for recovery of such rent, and that notwithstanding any bargain and sale or assignment which may have been made or executed of such growing crops by the Sheriff or other officer.

Tenant may remove buildings and fixtures erected by him on farm unless Landlord elect to take them.

**4** If any Tenant of a farm or lands after the passing of this Act at his own cost and expense erects, with the consent in writing of the Landlord, any farm building, either detached or otherwise, or puts up any other building, engine, or machinery, either for agricultural purposes or for the purposes of trade and agriculture, (except any buildings, engine, or machinery which have been erected or put up in pursuance of some covenant or obligation in that behalf), then all such buildings, engines, and machinery shall be the property of the Tenant and shall be removable by him, notwithstanding the same may consist of separate buildings, or that the same or any part thereof may be built in or permanently fixed to the soil, so as the Tenant making any such removal do not in anywise injure the land or buildings belonging to the Landlord, or otherwise do put the same in like plight and condition, or as good plight and condition as the same were in before the erection of anything so removed.

No Tenant shall, under the provision last aforesaid, be entitled to remove any such matter or thing as aforesaid without first giving to the Landlord or his agent One month's previous notice in writing of his intention so to do; and thereupon it shall be lawful for the Landlord or his agent on his authority, to elect to purchase the matters and things so proposed to be removed or any of them, and the right to remove the same shall thereby cease, and the same shall belong to the Landlord; and the value thereof shall be ascertained and determined by Two Referees, one to be chosen by each party, or by an Umpire to be named by such Referees, and shall be paid or allowed in account by the Landlord who has so elected to purchase the same.

Lodger, if distress levied, to make declaration that immediate Tenant has no property in goods distrained.

**5** If any superior Landlord levies, or threatens to levy, or authorises to be levied a distress on any 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 goods or chattels so distrained or threatened to be distrained upon, and that such goods or

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chattels are the property or in the lawful possession of such lodger, and also setting forth whether any and what rent is due and from 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 is 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 goods and chattels referred to in the declaration; and if any lodger makes or subscribes such declaration or inventory knowing the same or either of them to be untrue in any material particular, he shall be deemed guilty of a misdemeanor.

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**6** If any superior Landlord, or any bailiff or other person employed by him, after being served with the before-mentioned declaration and inventory, and after the lodger has 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, levies or proceeds with a distress on the 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 Justice of the Peace for an order for the restoration to him of such goods; and such application shall be heard before a Police or Stipendiary Magistrate, or before any other Two Justices of the Peace; and such Magistrate or Justices 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 or them 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.

Penalty upon person making distress after service of declaration.

**7** Any payment made by any lodger pursuant to the Fifth Section of this Act shall be deemed a valid payment on account of any rent due from him to his superior Landlord.

As to payments by lodger to superior Landlord.

**8** Any superior Landlord whose claim for rent due by any immediate Landlord has not been fully satisfied by such lodger under the Fifth Section of this Act may, if he thinks fit, give notice in writing to such lodger to pay all rent thenceforth to accrue due from such lodger, or a sufficient part thereof, to such superior instead of to his immediate Landlord, and thereupon the right to receive such future rent shall vest in the superior Landlord; and in the event of the same not being paid when due, such superior Landlord shall have and may exercise the same right of distress as if this Act had not been passed: Provided that the immediate Landlord upon paying to his superior Landlord all rent due and in arrear by him, and the costs and charges attendant upon any distress or attempted distress which may have been made, and upon producing to the lodger a receipt therefor, shall be again entitled to demand and receive all rent due and to grow due from his lodger not previously paid by him to the superior Landlord.

Superior Landlord may require rent to be paid to him.

**9** The Judges of the Supreme Court may make a Table of the Costs and Charges which may be had, taken, and received for making any distress for rent; and such table shall be published in the *Gazette*, and shall be in substitution for and in lieu of the costs and charges set forth in the Schedule E. to the Act of Council of the 7th *Victoria*, No. 1, and may be lawfully demanded, levied, and received thereunder, anything contained in the said Act or Schedule to the contrary notwithstanding.

Judges may make table of costs and charges for making distress for rent.

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The Schedule E. to the said Act shall continue in force until the publication in the *Gazette* of such Table of Costs and Charges, and shall from and after the day of such publication be repealed.

Appraisers may  
be sworn before  
Warden, &c.

**10** The provisions of the Seventh Section of the said Act of Council shall be read and construed as if the words "Warden of any Municipality, or Police or Stipendiary Magistrate" were inserted therein throughout after the words "Sheriff, or any such Deputy as aforesaid." And in case of any overplus arising, as in the said Section is mentioned, the Landlord shall cause notice to be given to the owner, stating with whom such overplus has been left in pursuance of the said Section.