

‘ VII. And whereas foreign unwrought Hemp re-exported does draw back Part of the Duties payable upon Importation thereof, to the great Discouragement of manufacturing of Cordage within this Kingdom, to be exported to *America*,’ Be it therefore enacted by the Authority aforesaid, That from and after the said twenty-fourth Day of *June* one thousand seven hundred and thirty-one, there shall not be allowed or made on the Re-exportation of Hemp unwrought to any of his Majesty’s *British* Dominions in *America*, any Drawback or Re-payment of any of the Duties or Customs, charged and paid on the Importation thereof into this Kingdom, by any Act or Acts of Parliament; any Law, Custom or Usage to the contrary notwithstanding.

No Allowance on Re-exportation of unwrought Hemp to the British Dominions in America.

VIII. And be it enacted by the Authority aforesaid, That every Manufacturer or Maker of Sail Cloth in *Great Britain* shall after the said twenty-fourth Day of *June* affix at the End of every Piece of such Sail Cloth a Stamp containing the Name and Place of Abode of such Manufacturer or Maker, in plain distinct Letters and Words at Length; and if any Manufacturer or Maker of Sail Cloth shall sell or expose to sale, any Piece or Pieces of Sail Cloth, without being stamped as aforesaid, such Manufacturer or Maker so offending, and being thereof lawfully convicted, upon the Oath of any one or more credible Witness or Witnesses, before any one or more Justice or Justices of the Peace for the County, City or Town, where the Offence shall be committed (which Oath such Justice or Justices is and are hereby empowered and required to administer) shall forfeit and pay the Sum of five Pounds for each and every Piece of Sail Cloth, by him or them sold or exposed to sale, not being stamped as aforesaid, and if any Person or Persons whatsoever shall wilfully or maliciously cut off, destroy or obliterate, any Stamp so affixed as aforesaid, or shall affix or make use of any Stamp, on which shall be marked the Name and Place of Abode of any other Person or Persons, and not his or their real Name or Names, and Place or Places of Abode, such Person or Persons being convicted of any of the Offences aforesaid, shall for every such Offence forfeit and pay the Sum of ten Pounds; both which last mentioned Forfeitures shall and may be levied and recovered by Distress and Sale of the Offender’s Goods and Chattles, by Warrant or Warrants under the Hands and Seals of two or more Justices of the Peace for the County, Riding, City or Place, where the Offence shall be committed, and shall go and be applied to the Use of the Informer or Informers.

Manufacturer to affix his Name and Place of Abode.
9 Geo. 2. c. 37. s. 3.

Penalty 5l. Maliciously cutting off such Mark, forfeits 10l.

See farther,
9 Geo. 2. c. 37.
10 Geo. 2. c. 27.
19 Geo. 2. c. 27.
23 Geo. 2. c. 21 & 32.
26 Geo. 2. c. 32.

C A P. XXVIII.

An Act for the more effectual preventing Frauds committed by Tenants, and for the more easy Recovery of Rents, and Renewal of Leases.

FOR securing to Lessors and Land Owners their just Rights, and to prevent Frauds frequently committed by Tenants, Be it enacted by the King’s most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, That in case any Tenant or Tenants for any Term of Life, Lives or Years, or other Person or Persons, who are or shall come into Possession of any Lands, Tenements or Hereditaments, by, from or under, or by Collusion with such Tenant or Tenants, shall wilfully hold over any Lands, Tenements or Hereditaments, after the Determination of such Term or Terms, and after Demand made, and Notice in Writing given, for delivering the Possession thereof, by his or their Landlords or Lessors, or the Person or Persons to whom the Remainder or Reversion of such Lands, Tenements or Hereditaments shall belong, his or their Agent or Agents thereunto lawfully authorized; then and in such Case such Person or Persons so holding over, shall, for and during the Time he, she and they shall so hold over, or keep the Person or Persons intitled, out of Possession of the said Lands, Tenements, and Hereditaments, as aforesaid, pay to the Person or Persons so kept out of Possession, their Executors, Administrators or Assigns, at the Rate of double the yearly Value of the Lands, Tenements and Hereditaments so detained, for so long Time as the same are detained, to be recovered in any of his Majesty’s Courts of Record, by Action of Debt, whereunto the Defendant or Defendants shall be obliged to give special Bail, against the recovering of which said Penalty there shall be no Relief in Equity.

Former Provisions with regard to Rents,
32 H. 8. c. 37.
8 Ann. c. 10.
Persons holding over Lands, &c. after Expiration of Leases, to pay double the yearly Value.

‘ II. And whereas great Inconveniencies do frequently happen to Lessors and Landlords, in Cases of Re-entry for Nonpayment of Rent, by reason of the many Niceties that attend the Re-entries at Common Law; and forasmuch as when a legal Re-entry is made, the Landlord or Lessor must be at the Expence, Charge, and Delay, of recovering in Ejectment, before he can obtain the actual Possession of the demised Premises; and it often happens that after such a Re-entry made, the Lessee or his Assignee, upon one or more Bills filed in a Court of Equity, not only holds out the Lessor or Landlord by an Injunction, from recovering the Possession, but likewise, pending the said Suit, do run much more in Arrear, without giving any Security for the Rents due, when the said Re-entry was made, or which shall or do afterwards incur.’ For remedy whereof, be it enacted by the Authority aforesaid, That in all Cases between Landlord and Tenant, from and after the twenty-fourth Day of *June* one thousand seven hundred and thirty-one, as often as it shall happen that one half Year’s Rent shall be in Arrear, and the Landlord or Lessor, to whom the same is due, hath Right by Law to re-enter for the Nonpayment thereof, such Landlord or Lessor shall and may, without any formal Demand or Re-entry, serve a Declaration in Ejectment for the Recovery of the demised Premises, or in case the same cannot be legally served, or no Tenant be in actual Possession of the Premises, then to affix the same upon the Door of any demised Messuage, or in case such Ejectment shall not be for the Recovery of any Messuage, then upon some notorious Place of the Lands, Tenements or Hereditaments, comprized in such Declaration in Ejectment, and such affixing shall be deemed legal Service thereof,

On half a Year’s Rent in Arrear, Landlord may re-enter serving a Declaration of Ejectment.

When Lessor in Ejectment may recover Judgment, &c.

Not to bar the Right of any Mortgagee.

Lessee filing Bill in Equity, not to have an Injunction against Proceeding at Law, &c.

Tenant paying all Rent with Costs, Proceedings to cease.

Method of recovering Seck Rents, &c.

Chief Leases may be renewed without surrendering all the Under Leases.

thereof, which Service or Affixing such Declaration in Ejectment, shall stand in the Place and Stead of a Demand and Re-entry; and in case of Judgment against the casual Ejector, or Nonsuit for not confessing Lease, Entry and Ouster, it shall be made appear to the Court where the said Suit is depending, by Affidavit, or be proved upon the Trial, in case the Defendant appears, that half a Year's Rent was due before the said Declaration was served, and that no sufficient Distress was to be found on the demised Premises, countervailing the Arrears then due, and that the Lessor or Lessors in Ejectment had Power to re-enter; then and in every such case the Lessor or Lessors in Ejectment shall recover Judgment and Execution, in the same Manner as if the Rent in Arrear had been legally demanded, and a Re-entry made; and in case the Lessee or Lessees, his, her or their Assignee or Assignees, or other Person or Persons claiming or deriving under the said Leases, shall permit and suffer Judgment to be had and recovered on such Ejectment, and Execution to be executed thereon, without paying the Rent and Arrears, together with full Costs, and without filing any Bill or Bills for Relief in Equity, within six Calendar Months after such Execution executed; then and in such case the said Lessee or Lessees, his, her or their Assignee or Assignees, and all other Persons claiming and deriving under the said Lease, shall be barred and foreclosed from all Relief or Remedy in Law or Equity, other than by Writ of Error, for Reversal of such Judgment, in case the same shall be erroneous, and the said Landlord or Lessor shall from thenceforth hold the said demised Premises discharged from such Lease; and if on such Ejectment Verdict shall pass for the Defendant or Defendants, or the Plaintiff or Plaintiffs shall be nonsuited therein, except for the Defendant or Defendants not confessing Lease, Entry and Ouster, then in every such case such Defendant or Defendants shall have and recover his, her and their full Costs: Provided always, That nothing herein contained shall extend to bar the Right of any Mortgagee or Mortgagees of such Lease, or any Part thereof, who shall not be in Possession, so as such Mortgagee or Mortgagees shall and do, within six Calendar Months after such Judgment obtained, and Execution executed, pay all Rent in Arrear, and all Costs and Damages sustained by such Lessor, Person or Persons intitled to the Remainder or Reversion as aforesaid, and perform all the Covenants and Agreements, which on the Part and Behalf of the first Lessee or Lessees are and ought to be performed.

III. And be it further enacted by the Authority aforesaid, That in case the said Lessee or Lessees, his, her or their Assignee or Assignees, or other Person or Persons claiming any Right, Title or Interest, in Law or Equity, of, in or to the said Lease, shall, within the Time aforesaid, file one or more Bill or Bills, for Relief in any Court of Equity, such Person or Persons shall not have or continue any Injunction, against the Proceedings at Law on such Ejectment, unless he, she or they do or shall, within forty Days next after a full and perfect Answer shall be held by the Lessor or Lessors of the Plaintiff in such Ejectment, bring into Court, and lodge with the proper Officer such Sum and Sums of Money as the Lessor or Lessors of the Plaintiff in the said Ejectment shall, in his, her or their Answer, swear to be due and in Arrear, over and above all just Allowances, and also the Costs taxed in the said Suit, there to remain till the hearing of the Cause, or to be paid out to the Lessor or Landlord on good Security, subject to the Decree of the Court; and in case such Bill or Bills shall be filed within the Time aforesaid, and after Execution is executed, the Lessor or Lessors of the Plaintiff shall be accountable only for so much and no more as he, she or they shall really and *bona fide* without Fraud, Deceit or wilful Neglect, make of the demised Premises from the Time of his, her or their entering into the actual Possession thereof, and if what shall be so made by the Lessor or Lessors of the Plaintiff, happen to be less than the Rent reserved on the said Lease, then the said Lessee or Lessees, his, her or their Assignee or Assignees, before he, she or they shall be restored to his, her or their Possession or Possessions, shall pay such Lessor or Lessors, or Landlord or Landlords, what the Money so by them made, fell short of the reserved Rent, for the Time such Lessor or Lessors of the Plaintiff, Landlord or Landlords, held the said Lands.

IV. Provided always, and be it further enacted by the Authority aforesaid, That if the Tenant or Tenants, his, her or their Assignee or Assignees, do or shall at any Time before the Trial in such Ejectment, pay or tender to the Lessor or Landlord, his Executors or Administrators, or his, her or their Attorney in that Cause, or pay into the Court where the same Cause is depending, all the Rent and Arrears, together with the Costs, then and in such case, all further Proceedings on the said Ejectment shall cease and be discontinued; and if such Lessee or Lessees, his, her or their Executors, Administrators or Assigns, shall, upon such Bill filed as aforesaid, be relieved in Equity, he, she and they shall have, hold and enjoy the demised Lands, according to the Lease thereof made, without any new Lease to be thereof made to him, her or them.

V. And whereas the Remedy for recovering Rents Seck, Rents of Assize and chief Rents, are tedious and difficult, Be it therefore enacted by the Authority aforesaid, That from and after the twenty-fourth Day of *June* one thousand seven hundred and thirty-one, all and every Person or Persons, Bodies Politick and Corporate, shall and may have the like Remedy by Distress, and by impounding and selling the same, in cases of Rents Seck, Rents of Assize and chief Rents, which have been duly answered or paid for the Space of three Years, within the Space of twenty Years before the first Day of this present Session of Parliament, or shall be hereafter created, as in case of Rent reserved upon Lease; any Law or Usage to the contrary notwithstanding.

VI. And whereas many Persons hold considerable Estates by Leases for Lives or Years, and lease out the same in Parcels to several Under Tenants: And whereas many of those Leases cannot by Law be renewed without a Surrender of all the Under Leases derived out of the same, so that it is in the Power of any such Under Tenants to prevent or delay the Renewing of the principal Lease, by refusing to surrender their Under Leases, notwithstanding they have covenanted so to do, to the great Prejudice of their immediate Landlords the first Lessees: For preventing such Inconveniencies, and for making the Renewal of Leases more easy for the future, Be it enacted by the Authority aforesaid, That in case

any Lease shall be duly surrendered in order to be renewed, and a new Lease made and executed by the chief Landlord or Landlords, the same new Lease shall without a Surrender of all or any the Under Leases be as good and valid to all Intents and Purposes as if all the Under Leases derived thereout had been likewise surrendered at or before the taking of such new Lease; and all and every Person and Persons in whom any Estate for Life or Lives or for Years, shall from Time to Time be vested by virtue of such new Lease, and his, her and their Executors and Administrators, shall be intitled to the Rents, Covenants and Duties, and have like Remedy for Recovery thereof; and the Under Lessees shall hold and enjoy the Messuages, Lands and Tenements, in the respective Under Leases comprised, as if the original Leases, out of which the respective Under Leases are derived, had been still kept on foot and continued, and the Chief Landlord and Landlords shall have and be intitled to such and the same Remedy, by Distress or Entry in and upon the Messuages, Lands, Tenements and Hereditaments comprised in any such Under Lease, for the Rents and Duties reserved by such new Lease, so far as the same exceed not the Rents and Duties reserved in the Lease out of which such Under Lease was derived, as they would have had in case such former Lease had been still continued, or as they would have had in case the respective Under Leases had been renewed under such new principal Lease; any Law, Custom or Usage to the contrary hereof notwithstanding.

VII. Provided always, That nothing in this Act contained shall extend to that Part of *Great Britain* called *Scotland*.

Not to extend to Scotland.

See farther

11 Geo. 2. c. 19. containing Directions concerning Distresses for Rent.

C A P. XXIX.

An Act for granting an Allowance upon the Exportation of *British* made Gunpowder.

WHEREAS the Wealth and Prosperity of this Kingdom doth very much depend upon the Improvement of its Manufactures, and the profitable Trade carried on by Exportation of the same, which Trade ought by all proper Means to be encouraged, for the Enlargement of the Commerce of *Great Britain*: And whereas the Exportation of Gunpowder to foreign Parts has of late Years considerably decreased, by Reason of the Duties payable upon the Importation of Salt Petre and Brimstone, the principal Ingredients used for making the same: And whereas his Majesty's trading Subjects, from the Greatness of the Price of Gunpowder made here, are obliged to furnish themselves at foreign Markets, in order to carry on their Trade to *Africa*, and other Parts beyond the Seas, to the great Prejudice and Discouragement of the said Manufacture; May it therefore please your most Excellent Majesty that it may be enacted, And be it enacted by the King's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, That there shall be paid to every Person or Persons, who at any Time or Times within or during the Term of five Years, to be reckoned from the twenty-fourth Day of *June* one thousand seven hundred and thirty-one, or at any Time or Times before the End of the then next Session of Parliament, shall really and truly export out of this Kingdom, by way of Merchandize, any Quantities of Gunpowder of the Manufacture of *Great Britain*, an Allowance of the Sum of four Shillings and six Pence for every Barrel of such Gunpowder, containing one hundred Pounds net Weight, and so in Proportion for greater or less Quantities; which Allowance shall be paid and answered by the Customer or Collector of the Customs, with the Privity of the Comptroller of the Port from whence the same shall be exported, on a Debenture to be made forth by the Customer or Collector, according to the Entry of such Gunpowder, without Fee or Reward, and the Shipping thereof verified by the Searcher, and Oath, or being of the People called *Quakers*, solemn Affirmation, made by the Exporter, on the Entry or Debenture, before the Customer or Collector or Comptroller of such Port, that the said Gunpowder is of *British* Manufacture, and is exported or intended to be exported to Parts beyond the Seas, by way of Merchandize, and not for the Use of the Ship in her Voyage, and nor reloaded or intended to be reloaded in any Part of *Great Britain*, the Exporter first giving Security to the said Customer or Collector of the Port, in a Penalty of five Pounds for each Barrel, containing one hundred Pounds net Weight (which Security they are hereby empowered to take in the Name, and to the Use of his Majesty, his Heirs and Successors) that the Gunpowder so shipped or intended to be shipped, or any Part thereof, shall not be reloaded or brought on Shore again into any Port or Part of *Great Britain*, and such Securities shall be discharged in the Manner hereafter mentioned, (that is to say) For so much of the said Gunpowder as shall be entred for or landed in the Kingdom of *Ireland*, the Islands of *Guernsey* and *Jersey*, *Alberney*, *Sark* or *Man*, or any of his Majesty's Colonies or Plantations abroad, the Condition of the Bond shall be to bring Certificates in Discharge thereof from each Place respectively, importing that such Gunpowder was there landed, and testifying the Landing thereof; which Certificate shall be signed by the proper Officer or Officers of his Majesty's Customs as respectively reside there, and for want of such Officers residing there, then by the Governor of those Islands and Colonies or Plantations, or the Deputy Governor thereof respectively, who are hereby required to give the same without Fee or Reward; and for such Gunpowder as shall be so entred for any foreign Port or Place, to bring a Certificate under the Hand of any of his Majesty's Consuls residing in such Port or Place, or under the Hands of two known *British* Merchants then being at such Port or Place, that such Gunpowder was there landed; or such Bond or Bonds shall be discharged, upon Proof in either of the said Cases, that the same was taken by Enemies, or perished in the Seas; the Examination and Proof thereof being left to the Judgment of the Commissioners of the Customs in *England* or *Scotland* respectively for the Time being.

Former Provisions concerning Gunpowder, 16 Car. 1. c. 21. 1 Jac. 2. c. 3. 5 Geo. 1. c. 26. 11 Geo. 1. c. 23.

An Allowance of 4 s. per Barrel for British Gunpowder exported as Merchandize, Continued by 24 Geo. 2. c. 57. And farther continued by 31 Geo. 2. c. 36. to be paid by the Customer.

The Exporter to give Security not to reload it.

Security how to be discharged.