



ANNO QUINQUAGESIMO PRIMO ET QUINQUAGESIMO
SECUNDO

VICTORIÆ REGINÆ.

A.D. 1888.

No. 442.

An Act to amend the Law relating to Distress for
Rent.

[*Assented to, December 8th, 1888.*]

WHEREAS it is expedient to amend the law relating to distress Preamble.
for rent, and to make provision for the protection from dis-
tress of the property of third persons, and to provide for the costs of
distress, and for other purposes—Be it therefore Enacted by the
Governor of the Province of South Australia, with the advice and
consent of the Legislative Council and House of Assembly of the
said province, in this present Parliament assembled, as follows:

1. “The Distress for Rent Act, 1862,” and “The Lodgers’ Pro- Repeal of Acts.
perty and Agisted Cattle Protection Act,” are hereby repealed, but No. 250, 1882.
this repeal shall not affect anything done or suffered, or any right or Saving.
title accrued or proceeding commenced under either of the said Acts
before the passing of this Act.

2. For the purposes of this Act the following words shall have Interpretation.
the meanings respectively assigned to them, if not inconsistent with
the context or subject-matter, that is to say—

The word “rent” shall mean any rent reserved upon or payable
by virtue of any demise, lease, contract, or charge whatsoever
for which a distress may lawfully be levied:

The word “goods” shall mean any cattle, horses, livestock,
furniture, goods, chattels, effects, or things which imme-
diately before the passing of this Act were, or under this Act
shall be, liable to be distrained for rent, and shall include
lodgers’ goods, but, except as to any sections subsequent to
section 17, shall not include agisted cattle: **The**

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The word "landlord" shall mean any person having power to distrain for rent due to him :

The words "immediate tenant" shall mean the person owing or alleged to owe any rent, in respect of which a distress shall be levied or threatened or authorised to be levied.

No landlord to distrain except personally or by agent by written authority.

3. No person to whom any rent shall be due shall distrain any goods for such rent except by himself personally, or by some person duly authorised by warrant under his hand, or the hand of his agent lawfully authorised, such warrant to be in duplicate, and in the form or to the effect of the form in Schedule A hereto, and to be attested by a witness.

Person distraining on behalf of another to deliver or leave duplicate warrant.

4. Every person distraining for rent on behalf of another shall, at the time of making the distress, deliver one duplicate of the warrant authorising him to distrain to the immediate tenant, or some person residing on the premises where the distress shall be levied ; but, in case there shall be no person residing on the said premises with whom such duplicate can be left, the person distraining shall nail or affix such duplicate on some conspicuous part of such premises, and copy of affixed notice shall be posted to tenant's last known address.

Hours for distress.

5. Every person making a distress for rent shall do so between the hours of six in the forenoon and six in the afternoon, and shall forthwith make out a written inventory of the goods distrained in the form in Schedule B hereto, or in a form to the like effect, which inventory shall be dated on the day of the distress, and shall be signed by the person making the distress, who shall thereupon deliver a copy thereof to the immediate tenant, or some person residing on the premises where the distress shall be levied ; but, in case there shall be no person residing on the said premises with whom such copy can be left, the person distraining shall nail or affix such copy on some conspicuous part of such premises, and copy of affixed notice shall be posted to tenant's last known address.

Inventory.

Copy of warrant and inventory to be delivered to claimant.

6. Every person distraining for rent shall also on demand deliver one copy of the warrant (if any) under which the distress shall be levied, and a copy of the inventory in the last preceding section mentioned, to every person claiming an interest in the goods distrained, on payment of a charge at the rate of Threepence per folio for such copy, and any person refusing or neglecting so to supply such copy shall forfeit and pay a penalty not exceeding Five Pounds.

Owner of agisted cattle, under-tenant, or lodger may make declaration, and pay money due to landlord.

7. If any landlord shall levy, or threaten to levy, or authorise to be levied, a distress on any cattle agisted on the demised premises, or on any goods being the property or in the lawful possession (otherwise than as sub-tenant) of any under-tenant (other than the immediate tenant) or of any lodger, for arrears of rent due to such landlord by his immediate tenant, the owner of such agisted cattle

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cattle or his agent, or such under-tenant or lodger or his agent, may serve such landlord or the person authorised by him to levy such distress, with a declaration in writing in or to the effect of the form in Schedule C hereto, signed by such owner or his agent, or such under-tenant or lodger or his agent, setting forth that the immediate tenant has no right of property or beneficial interest in such cattle other than his lien for agistment, if any, or that he has no right of property or beneficial interest in such goods, and that such cattle are the property of such under-tenant or owner, or that such goods are the property of such lodger, or are, or immediately prior to being distrained were, in his lawful possession; and also whether any and what money is due for agistment, rent, or lodging, and for what period, from such owner, under-tenant, or lodger to the immediate tenant, and if no such money is due then stating that fact, and to such declaration shall be annexed a correct inventory signed by the declarant of the cattle or goods referred to in the declaration. And such owner, under-tenant, or lodger, may pay to the landlord, or to the person authorised by him as aforesaid, the amount so due for agistment, rent, or lodging, or so much thereof as shall be sufficient to discharge the claim of such landlord and his lawful charges.

8. Subject to the provisions of section 14, if any landlord, or any person authorised by a landlord, after being served with the said declaration and inventory, and in case any money is at the time of making such declaration due for agistment, rent, or lodging, as mentioned in section 7 of this Act, after payment to him of the money which by such section the owner of the agisted cattle, or the under-tenant, or lodger, is authorised to pay, shall levy or proceed with a distress on such cattle, being the property of the person by or on whose behalf the same shall have been claimed, or on the goods of the under-tenant or lodger, or goods which immediately prior to being distrained were in his lawful possession, such landlord, and the person so authorised, if any, shall, if the immediate tenant had at the time of the service of the said declaration and inventory no right of property or beneficial interest in such agisted cattle other than his lien for agistment, if any, or in such goods, be deemed guilty of an irregular distress, and shall be liable to an action at the suit of such under-tenant or lodger, but shall not be deemed trespassers *ab initio*.

Landlord levying after being served with declaration guilty of irregular distress.

9. Any payment made by an owner of agisted cattle, or an under-tenant, or lodger, pursuant to the 7th section of this Act, shall be deemed a valid payment on account of any moneys due for agistment, rent or lodging from him to the immediate tenant.

Payment to immediate tenant.

10. If any landlord shall, in any case not coming within the 7th section of this Act, levy, threaten to levy, or authorise to be levied, a distress on any goods being the property or in the lawful possession of any person other than the immediate tenant, such person or his agent may serve the landlord, or the person authorised

Owner of goods may make declaration.

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authorised by him to levy such distress, with a declaration in, or to the effect of, the form in Schedule D hereto, signed by the first-mentioned person or his agent, setting forth that the immediate tenant has no right of property or beneficial interest in such goods, and that such goods are the property of such first-mentioned person, or are, or immediately prior to being distrained were, in his lawful possession; and to such declaration shall be annexed an inventory, signed by the declarant, of the goods referred to in the declaration.

Landlord levying after service of declaration guilty of irregular distress.

11. Subject to the provisions hereinafter contained and to the person who claims the goods proceeding, as in the next section is provided, before the sale thereof, and obtaining a decision in his favor, if any landlord or any person authorised by a landlord shall, after being served with the declaration and inventory provided for by the last preceding section, levy or proceed with a distress on the goods mentioned in such inventory, being the property of the person by whom or on whose behalf such declaration or inventory shall have been served, or having been immediately prior to such distress in his lawful possession, such landlord, and the person so authorised, if any, shall, if the immediate tenant had at the time of such service no right of property or beneficial interest in such goods, be deemed guilty of an irregular distress, and be liable to an action therefor, but shall not be deemed trespassers *ab initio*.

Justices may adjudicate on adverse claims to goods seized.

12. When any claim is made by service of the said declaration and inventory, by any person other than the immediate tenant, to or in respect of any agisted cattle or goods distrained, or threatened to be distrained, by any landlord for rent, any Justice of the Peace, upon complaint in writing by either the landlord or the claimant preferred before the sale of such goods under the distress (where the cattle or goods have been actually distrained) by the person making the claim, may issue a summons in the form in Schedule E hereto, or in a form to the like effect, directed as well to the landlord as to the person making such claim, and such Justice may in his discretion order such sale to be postponed until the summons has been disposed of; and any two or more Justices may adjudicate on such claim in a summary manner, and make an order in, or to the effect of, the form in Schedule F hereto, and such order as to costs to be paid by either party as to them shall seem just. Service of the summons or order on a person authorised by the landlord to distrain shall be deemed service on the landlord, and service of the summons or order on a person who has made a claim on behalf of another shall be deemed service on the principal.

If money due for agistment, rent, or lodging not paid Justices to find accordingly.

13. If it shall appear upon the hearing of such complaint that the agisted cattle claimed were the property of the person alleged to be the owner thereof, or that the goods claimed, or part of them, were the property or in the lawful possession of the claimant, being an under-tenant or lodger, and that the immediate tenant had no right of property or beneficial interest in such cattle, other than his

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his lien for agistment, if any, on such goods, but that the claimant did not, before such complaint was preferred, pay to the landlord, or the person authorised by him to distrain, all moneys due by the owner of the cattle, or by the under-tenant or lodger to the immediate tenant for agistment, rent, or lodging, or so much thereof as was sufficient to discharge the claim of such landlord and his lawful charges, the Justices before whom such complaint shall be heard shall find accordingly, and their decision shall be deemed to be in favor of the landlord.

14. Where any complaint is preferred as in section 12 mentioned, the landlord may, at his option, where the agisted cattle or the goods have been distrained before the making of the claim, hold the cattle or goods claimed until the claim has been adjudicated upon; and the costs of such holding, and of holding possession from the making of the claim until the adjudication, or such part thereof as the Justices adjudicating upon such claim shall think fit, shall, if such Justices shall so order, be added to the costs of the distress, or paid by the claimant to the landlord.

Landlord may hold goods till claim adjudicated on.

15. The landlord may seize or reseize any agisted cattle or any goods as to which the decision shall be in his favor wherever the same may be found, and, if necessary, may, between sunrise and sunset only, break into any premises where such cattle or goods may be, or may reasonably be supposed to be, and may deal with any such cattle or goods as if no such claim had been made, although he may have previously sold other cattle or goods distrained at the same time, and no fresh claim shall be made by the same claimant.

Landlord may sell goods if claim in his favor.

16. If any person shall wilfully make or sign any false declaration and inventory, or either of them, referred to in sections 7 or 10 of this Act, he shall be deemed guilty of a misdemeanor, punishable by imprisonment for any term not exceeding twelve calendar months, with or without hard labor.

Person making false declaration guilty of a misdemeanor.

17. A declaration under this Act may be made before a Justice of the Peace, notary public, commissioner for taking affidavits in the Supreme Court, or practitioner of the Supreme Court or clerk of a Local Court.

Declaration before whom to be taken.

18. Where goods shall be distrained for rent, and shall not be replevied within five days next after the delivery or affixing of the copy inventory provided for by section 5, the landlord may, at the expiration of such five days, subject to the provisions hereinafter contained, and unless payment or tender of the rent and the charges in respect of the distress be made to him by or on behalf of the tenant before sale, sell the goods distrained for the best price that can be obtained.

Distress may be sold.

19. Any landlord or his agent, may distrain any sheaves of corn, or corn loose, or in the straw, or hay lying on the ground, or being in any barn,

Corn loose, &c.

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barn, granary, hovel, stack, or rick, or otherwise upon any part of the land subject to the rent, and may deal therewith as he might have dealt with any other goods distrained for rent, except that the same shall not be removed by the landlord or his agent out of the place where the same shall be found and seized, if such removal would depreciate the value thereof, but shall be kept there (as impounded) until the same shall be replevied or sold.

Distress may be secured and sold on premises.

20. Any landlord or his agent may impound or otherwise secure goods distrained for rent in such place, or on such part of the premises subject to the rent, as shall be most fit and convenient for impounding and securing the same, and may sell and dispose thereof upon the premises, or, where the goods cannot be advantageously disposed of upon the said premises, may remove the same to some more convenient place for the disposal thereof; and any other person or persons may, after the expiration of the five days hereinbefore mentioned, come and go to and from such place or part of the said premises where the goods shall be impounded and secured as aforesaid, in order to view or buy, or remove the same on account of the purchaser thereof; and if any rescue or pound breach shall be made of any goods distrained, the person aggrieved thereby shall, in an action for the wrong sustained, recover damages and costs of suit against the offender or offenders in any such rescue or pound breach, or any or either of them, or against the immediate tenant or the owner of the goods distrained, in case the same be afterwards found to have come to his use or possession.

Disposal of proceeds of sale.

21. The proceeds of any such sale shall be applied as follows: First, in payment of the costs of and incident to such distress and sale; and next, in satisfaction of the rent for which the distress was made; and the overplus (if any) of such proceeds shall be paid into the hands of the immediate tenant, or, in his absence, to the clerk of the Local Court nearest to the place where such distress is levied, for the use of such immediate tenant.

Sale to be by auction. Sec. 4 of 14 of 1862, altered.

22. The sale of any goods distrained as aforesaid shall be by public auction, of which full and reasonable notice shall be given; and such sale shall be conducted by a licensed auctioneer, or may, with the written consent of the immediate tenant, be made by the landlord or his agent.

Costs of distress and sale.

23. Where any distress shall be made under the provisions of this Act, the charges in Schedules G and H hereto, and no others, shall be made in respect thereof, and when any distress for rates shall be made under the "Municipal Corporations Act, 1880," or the "District Councils Act, 1887," the charges in Schedule I hereto and no other shall be made in respect thereof.

No appraisement necessary.

24. In no case of distress under this Act shall any appraisement whatever be necessary, nor shall any costs or expenses be charged or allowed in respect thereof.

25. In

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25. In case any distress and sale as aforesaid shall have been made for rent alleged to be due where in truth no rent was due to the person distraining, or the person in whose name or right the distress shall be levied, the owner of the goods distrained and sold, his executors or administrators, may, by action against the person or persons so distraining, recover double the value of the goods so distrained and sold, together with costs of suit as between solicitor and client.

Double damages against wrongful distrainer.

26. In case the immediate tenant shall, before, at, or within fourteen days after the expiration of his term or tenancy, fraudulently or clandestinely remove any goods from the premises in respect of which rent is due by him to prevent the landlord from distraining upon the same for rent, it shall be lawful for the landlord or his agent, within the space of thirty days next after the removal of such goods, to take and seize the same wherever they shall be found as a distress for the said rent, and to sell and dispose of the same in like manner as if the goods had actually been distrained by such landlord in and upon such premises for such rent; but no landlord shall seize or take any such goods which, before such seizure, shall have been sold *bonâ fide* and for a valuable consideration to any person not privy to the fraud or clandestine removal.

Landlord may follow goods fraudulently or clandestinely removed.

27. Upon any pound breach or rescue of goods distrained for rent the person injured thereby shall, in an action upon the case for the wrong thereby sustained, recover treble damages with costs of suit against the offender or offenders, any or either of them, or against the owner or owners of the goods distrained in case the same be afterwards found to have come to his or their use or possession.

Damages or pound breach or rescue.

28. Cattle and vehicles at livery, with all saddles, bridles, and other harness belonging or appertaining thereto, are hereby exempted from distress for rent.

Exemption of cattle and vehicles at livery.

29. Penalties for offences against this Act may be recovered before a Special Magistrate or two Justices of the Peace in a summary way on an information at the instance of any person.

Penalties, how recovered.

30. All proceedings before Justices may be conducted as appointed by, and shall be regulated under, Ordinance No. 6 of 1850, and "The Justices Procedure Amendment Act, 1883-4."

Proceedings before Justices.

31. In every case of the imposition of a pecuniary penalty under this Act, and of default in immediate payment thereof, the Special Magistrate or Justices of the Peace imposing such penalty may commit the person making default to any gaol in the province for any time not exceeding one month, such imprisonment to cease on payment of the penalty and of the costs of such proceedings as may have been taken for the recovery thereof; but this section shall not affect any remedy under the said Ordinance No. 6 of 1850, or under "The Justices Procedure Amendment Act, 1883-4."

Proceedings on default in payment of penalty.

32. There

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Appeal.

32. There shall be an appeal from any conviction or order by any Justices under this Act, or from any order dismissing any information or complaint thereunder, which appeal shall be to the Local Court of Adelaide of Full Jurisdiction only, and the proceedings on such appeal shall be conducted in manner appointed by the said Ordinance No. 6 of 1850 for appeals to Local Courts; and the Local Court of Adelaide aforesaid may make such order as to payment of costs of appeal as the Court shall think fit, although such costs may exceed Ten Pounds.

Local Court may state special case.

33. The Local Court of Adelaide may, upon the hearing of any appeal under the last preceding section, state one or more special case or cases for the opinion of the Supreme Court, and the Supreme Court shall hear and decide such special case or cases according to the practice of the Supreme Court on special cases, and the Supreme Court shall make such order as to the costs of any such special case as to the said Court shall appear just, and any one or more Justices or the Local Court of Adelaide shall make an order or adjudication in respect of the matters referred to the Supreme Court in conformity with the certificate of the said Supreme Court, which order of the Justices of the Peace or Local Court may be enforced in manner provided by this Act for the enforcement of orders of Justices of the Peace, and, save as herein provided, no order or proceeding of Justices or of any Local Court, made under the authority of this Act, shall be appealed against or removed by *certiorari* or otherwise into the Supreme Court: Provided that nothing herein contained shall affect the provisions of "The Justices Procedure Amendment Act, 1883-4."

Forms may be modified.

34. The forms in the Schedules hereto may be modified according to circumstances.

Landlord's powers not abridged.

35. So far as consistent with this Act, nothing herein contained shall affect or abridge any right, remedy, or power of any landlord by statute, common law, or otherwise howsoever conferred upon or vested in him.

Amendment of sec. 163 of 5 of 1853.

36. Section 163 of the "Supreme Court Procedure Amendment Act," being No. 5 of 1853, shall henceforth be read without the words "and that no sufficient distress was to be found on the demised premises countervailing the arrears then due."

Short title.

37. This Act may be cited as "The Distress for Rent Act, 1888."

In the name and on behalf of Her Majesty, I hereby assent to this Bill.

WM. C. F. ROBINSON, Governor.

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SCHEDULES.

SCHEDULE A.

Warrant to Distrain.

I, A. B., of _____, (draper), do hereby authorise C. D., of _____, to distrain the goods in (or on) the dwelling (or shop, or [as the case may be] of E. F., situate at _____, for the sum of £ _____, being the amount of rent due to me for the same from the _____ day of _____ 18____, to the _____ day of _____ 18____, and to proceed thereon for the recovery of the said rent and costs as the law directs.
Dated this _____ day of _____ 18____.

Witness

A. B., or
A. B. by his Agent, O.K.

SCHEDULE B.

Inventory.

I have this day distrained the following goods in (or on) the [mention premises distrained upon] for £ _____; being the amount of rent due and costs.
Dated this _____ day of _____ 18____.

A. B., Landlord.
(or D. E., Person levying)
On behalf of A. B., Landlord.

(Set out goods.)

SCHEDULE C.

Declaration to be Made by or on behalf of Owner of Agisted Cattle or Under-tenant or Lodger.

I, _____, of _____, do hereby declare that [name of immediate tenant] has no right of property or beneficial interest in the cattle set out in the inventory annexed hereto other than his lien for agistment if any (or in the goods set out in the inventory annexed hereto): And I further declare that the said cattle (or goods) are my property (or the property of name of owner, under-tenant, or lodger); or (as to goods) are, or immediately prior to their being distrained were, in my lawful possession, or in the lawful possession of [name of under-tenant or lodger]; and that [state in what capacity possession held]: And I further declare that the amount due by me (or by the said name of owner, under-tenant, or lodger) for agistment (or rent, or lodging) is £ _____ : s. d. for the period of _____ (or nil, as the case may be): And I make this declaration under the provisions of "The Distress for Rent Act, 1888," conscientiously believing the same to be true.

Declared before me at
this _____ day of _____ 18____

[Set out goods claimed, and annex inventory to declaration.]

SCHEDULE

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SCHEDULE D.

Declaration under Section 10.

I, _____, of _____, do hereby declare that [name of immediate tenant] has no right of property or beneficial interest in the goods set out in the inventory annexed hereto, and I further declare that the said goods are my property (or the property of [name of owner], or are, or immediately prior to being distrained were) in my lawful possession (or in the lawful possession of [name of owner], and that [state in what capacity possession held]: And I make this declaration under the provisions of "The Distress for Rent Act, 1888," conscientiously believing the same to be true.

Declared at _____ before me this _____ day of _____ A. B. 18
(Signed)
[Set out inventory of goods.]

SCHEDULE E.

Summons in case of Adverse Claim to Goods Distrained.

SOUTH AUSTRALIA, } To A. B., of _____ &c., and C. D., of _____ &c.
to wit. }

Whereas complaint hath this day been made by the undermentioned A. B. (or C. D.) before the undersigned _____, one of Her Majesty's Justices of the Peace in and for the said province, for that A. B., of _____, distrained (or threatened to distrain) certain agisted cattle (or certain goods), and that C. D., of _____ (by his agent, O. K.) has claimed the said cattle (or goods): These are therefore to command you, the said A. B. and C. D., in Her Majesty's name, to be and appear on the _____ day of _____ at _____, in the said province, before such Justices of the Peace as may then be present, in order that they may adjudicate upon the said claim and make an order thereupon according to law.

Given under my hand and seal this _____ day of _____, in the said province.

J.P.

SCHEDULE F.

Order in case of Adverse Claim to Agisted Cattle or Goods Distrained.

SOUTH AUSTRALIA, } Be it remembered that, on the _____ day of _____,
to wit. } 18 _____, complaint was made for that A. B., of _____, distrained (or threatened to distrain) certain agisted cattle (or certain goods), and that (by his agent O. K.), C. D., of _____ had claimed the same, and now on this day A. B. (or C. D.) who made the said complaint, and the said C. D. (or A. B.) appear before us, the undersigned, (two) of Her Majesty's Justices of the Peace in and for the said province [if both do not appear state service of the summons and the non-appearance], in order that we might adjudicate upon the said claim and make an order thereupon according to law: And now, having heard the matter of the said complaint, we do adjudge that [here state the adjudication in one of the following forms]:

The said cattle (or goods) were (not) at the time of the said distress thereof (or at the time when the said distress was threatened) the property (or as to goods in the lawful possession) of the said C. D. (and that E. F., the immediate tenant, had no right of property or beneficial interest in such cattle (or goods), (other than his lien for agistment) (or but that E. F., the immediate tenant, had a right of property or beneficial interest in the same) (or in part thereof to wit) [here set out items].

Part of the said cattle (or goods), to wit [here set out the items], were at the time of the said distress (or at the time when the said distress was threatened) the property (or as to goods in the lawful possession) of the said C. D., and that E. F., the immediate tenant, had no right of property or beneficial interest in the same (other than his lien for agistment) [or but that E. F., the immediate tenant, had a right of property or beneficial interest in the same (or in part thereof to wit)], and that the residue of the said cattle (or goods) were not the property (or as to goods in the lawful possession) of the said C. D. [But

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[But we find that the said C. D., [being an undertenant (*or* lodger) of E. F., the immediate tenant], did not, before the said complaint was preferred, pay to the said A. B., or to the person authorised by him to distrain, all moneys due by the said C. D. to the said E. F. for agistment (*or* rent *or* lodging), or so much thereof as was sufficient to discharge the claim of the said A. B. and his lawful charges]; and we also adjudge the said C. D. (*or* A. B.) to pay to the said A. B. (*or* C. D.) forthwith (*or* on or before the day of 18) the sum of £ : s. d. for his costs in this behalf [and that the sum of £ : s. d. being the cost (*or* part of the costs) of the said A. B. of holding possession from the making of the said claim until this adjudication be added to the costs of the distress (*or* paid by the said C. D. to the said A. B.)]

Given under our hands and seals this day of

J.P.

J.P.

SCHEDULE G.

Charges.

Solicitors' charges, including instructions to distrain, letters, attendances, &c., up to distress and sale, exclusive of moneys out of pocket:—	£	s.	d.
When the rent distrained for shall be not less than £5 nor more than £10	0	10	6
More than £10 and not more than £20	1	1	0
More than £20 and not more than £50	2	2	0
More than £50 and not more than £100	3	3	0
More than £100	4	4	0

SCHEDULE H.

Costs of levy made by a landlord or by a person distraining under the authority of a warrant to distrain, including inventory, instructing auctioneer, and all other attendances:—

	£	s.	d.
Where the rent distrained for shall be not more than £10	0	5	0
More than £10 and not more than £20	0	10	0
More than £20 and not more than £50	1	0	0
More than £50 and not more than £100	1	10	0
Over £100	2	0	0
Man in possession per diem	0	7	0
When more than one man required in possession each per diem	0	7	0
Mileage from place of abode or business of landlord or person distraining, per mile	0	1	0

Charges of auctioneer, landlord, or agent conducting sale:—

Up to first £300	5 per cent.
Up to next £700	2½ “
On the excess over £1,000	1 “

The amount actually paid for reasonable notice of sale to be charged. When the goods shall be in the custody of any auctioneer, or in any store or warehouse, the actual and reasonable charges paid for removal and storage in lieu of the fee per man in possession per diem.

SCHEDULE I.

Fees and charges which may be taken upon distress for rates in arrear, and for any sale consequent upon such distress:—

	£	s.	d.
For every levy	0	1	0
Man in possession each day	0	5	0
Inventory per folio	0	0	3

Sale and delivery of goods, 6d. in the £ on the net proceeds of sale.

Poundage on executing warrant and effecting sale, 1s. in the £ on the net proceeds of sale.