

747

Mr. Mason.

MAGISTRATES' COURTS AMENDMENT.

ANALYSIS.

Title.
1. Short Title.

2. Particulars of damages to be stated.
3. Recovery of tenement when rent in arrear.

A BILL INTITLED

AN ACT to amend the Magistrates' Courts Act, 1928.

Title.

BE IT ENACTED by the General Assembly of New Zealand in Parliament assembled, and by the authority of the same, as follows :—

1. This Act may be cited as the Magistrates' Courts Amendment Act, 1930, and shall be read together with and deemed part of the Magistrates' Courts Act, 1928 (hereinafter referred to as the principal Act).

Short Title.

2. Section sixty-eight of the principal Act is hereby amended by striking out *repealing* subsection six, and substituting the following in place thereof subsection :—

Particulars of damages to be stated.

Struck out.

“(6) If the plaintiff shall claim any damages other than general damages the statement of claim shall state particulars thereof.”

New.

“(6) If a plaintiff claims to recover special damages, particulars thereof shall be set out in the statement of claim.”

3. Section one hundred and eighty-one of the principal Act is hereby amended by striking out *repealing* subsection one thereof, and substituting the following :—

Recovery of tenement when rent in arrear.

Struck out.

“(1) If any tenant holding any tenement under any demise or agreement, either written or oral, or a weekly, monthly, quarterly, or yearly tenancy, is in arrear for ten days' rent in the case of a weekly tenancy, twenty-one days' rent in the case of a monthly tenancy, thirty days' rent in the case of a quarterly tenancy, and forty-two days' rent in the case of a yearly tenancy, and if also in any of such cases there is no agreement for re-entry for non-payment of rent, or if also in any of such cases the rent is in such arrears that under the demise or agreement the landlord has the right of re-entry for non-payment

Struck out.

thereof, then the landlord may, without any formal demand or re-entry, enter a plaint in the Court for the recovery thereof, and thereupon a summons shall issue to the tenant, the service whereof shall stand in lieu of a demand or re-entry. 'Monthly tenancy' in this subsection includes a tenancy where there is no agreement as to its duration." 5

New.

"(1) If the rent payable by any tenant holding a tenement by the week, or month, or quarter, or any longer term is in arrear for ten days in the case of a weekly tenancy, or twenty-one days in the case of a monthly tenancy, or thirty days in the case of a quarterly tenancy, or forty-two days in the case of a tenancy for any longer term, the landlord may, subject to the provisions of this section, without any formal demand or re-entry, enter a plaint in the Court nearest to the locality in which the premises are situate for the recovery thereof, and thereupon a summons shall issue to the tenant, the service whereof shall stand in lieu of a demand or re-entry. 10 15

"(1A) The power conferred on a landlord by the last preceding subsection may be exercised only as follows:—

"(a) If no right of re-entry for the non-payment of rent has been expressly conferred on the landlord by agreement with the tenant, the power conferred by the last preceding subsection may be exercised forthwith after the expiration of the aforesaid period of ten days, twenty-one days, thirty days, or forty-two days, as the case may require, having regard to the duration of the tenancy: 20 25

"(b) If a right of re-entry for the non-payment of rent has been expressly conferred on the landlord by agreement with the tenant, the power conferred by the last preceding subsection may be exercised forthwith after such right of re-entry has accrued in accordance with the terms of the agreement: 30

"Provided that such power shall not in any case be exercised at any time before it could be exercised in accordance with this section if the landlord had not an express right of re-entry. 35

"(1B) Where there is a tenancy and no agreement as to its duration the tenant shall, for the purposes of this section, be deemed to be holding the tenement by the month."