



# Towns Improvement Clauses Act 1847

## 1847 CHAPTER 34

### *Execution of Works by Owners*

And with respect to ensuring the Execution of the Works by this or the special Act required to be done by the Owners or Occupiers of Houses or Lands, be it enacted as follows:

#### **CXLVIAs to Service of Notice on Owners and Occupiers of Buildings and Lands.**

Where under this or the special Act any Notice is required to be given to the Owner or Occupier of any Building or Land, such Notice addressed to the Owner or Occupier thereof, as the Case may require, may be served on the Occupier of such Building or Land, or left with some Inmate of his Abode, or, if there be no Occupier, may be put up on some conspicuous Part of such Building or Land ; and it shall not be necessary in any such Notice to name the Occupier or the Owner of such Building or Land: Provided always, that when the Owner of any such Building or Land, and his Residence, are known to, the Commissioners, it shall be the Duty of the Commissioners, if such Owner be residing within the Limits of the, special Act, to cause every Notice required to be given to the Owner to be served on such Owner, or left with some Inmate of his Abode.; and if such Owner be not resident within the Limits of the special Act they shall send every such Notice by the Post, addressed to the Residence of such Owner,

#### **CXLVICommissioners, in default of Owner or Occupier, may execute Works and recover Expences.**

Whenever under the Provisions of this or the special Act, or any Act incorporated therewith, any Work of any Kind is required to be executed by the Owner or Occupier of any House or Lands, and Default is made in the Execution of such Work, the Commissioners may cause such Work to be executed, and the Expence incurred by the Commissioners in respect thereof shall, except in the Case in which such Expences are herein-before directed to be defrayed by Drainage Rates, be repaid to them by the Person by whom such Work ought to have been executed.

**CXLVIII Occupier, in default of Owner, may execute Works and deduct Expences from his Rent.**

Whenever Default is made by the Owner of any Buildings or Lands in the Execution of any Work by this or the special Act, or any Act incorporated therewith, required to be executed by him, the Occupier of such Buildings or Lands may, with the Approval of the Commissioners, cause such Work to be executed, and the Expence thereof shall be repaid to such Occupier by the Owner of the Buildings or Lands, and such Occupier may deduct the Amount of such Expence out of the Rent from Time to Time becoming due from him to such Owner.

**CXLIX How Expences are to be recovered from Owner.**

If the Owner of any Buildings or Lands made liable by this or the special Act for the Repayment to the Commissioners of any Expences incurred by them do not, as soon as the same become due and payable from him, repay all such Expences to the Commissioners, the Commissioners may recover the same from such Owner in the same Manner as Damages, or in an Action of Debt in any of the Superior Courts, or in any other Court having Jurisdiction.

**CL Power to levy Charges on Occupier, who may deduct the same from his Rent.**

The Commissioners may, by way of additional Remedy, whether any such Action or Proceeding has been brought or taken against any such Owner or not, require the Payment of all or any Part of the Expences payable by the Owner for the Time being from the Person who then or at any Time thereafter occupies any such Buildings or Lands under such Owner; and in default of Payment thereof by such Occupier, on Demand, the same may be levied by Distress and Sale of the Goods and Chattels of such Occupier in the same Manner as any Rate may be recovered from him under this or the special Act; and every such Occupier shall be entitled to deduct from the Rent payable by him to his Landlord so much as is so paid by or recovered from him in respect of any such

**CLI Occupier not to be liable for more than the Amount of Rent due.**

Provided always, That no Occupier of any Buildings or Lands shall be liable to pay more Money in respect of any Expences charged by this or the special Act on the Owner thereof than the Amount of Rent due from him for the Premises in respect of which such Expences are payable at the Time of the Demand made upon him, or which at any Time after such Demand and Notice not to pay the same to his Landlord have accrued and become payable by him, unless he neglect or refuse, upon Application made to him for that Purpose by the Commissioners, truly to disclose the Amount of his Rent, and the Name and Address of the Person to whom such Rent is payable; but the Burthen of Proof that the Sum demanded of any such Occupier is greater than the Rent which was due by him at the Time of such Demand, or which has since accrued, shall lie upon such Occupier: Provided further, that nothing herein contained shall be taken to affect any special Contract made between any such Owner or Occupier respecting the Payment of the Expences of any such Works as aforesaid.

**CLII Commissioners may allow Time for Repayment by Owners of Improvement Expences.**

Where any such Expences payable to the Commissioners by any Owner of any such Building or Lands amount to more than- Half the Amount of the net annual Value of such Building or Lands, the Commissioners may, if they think fit, at the Request of any such Owner, allow Time for the Repayment of such Expences, and receive the same by such Instalments as they, under the Circumstances of the Case, consider reasonable, but so that the same be repaid by annual Instalments of not less than One Seventh Part of the whole Sum originally due, with Interest for the Principal Money from Time to Time remaining unpaid after the yearly Rate of Five Pounds in the Hundred during the Period of Forbearance; but all such Sums remaining due, notwithstanding the Commissioners have agreed to allow any Time for the Repayment thereof as aforesaid, shall from Time to Time, at the Expiration of the several Times so allowed for Repayment thereof, be recoverable in like Manner as such respective Amounts would have been recoverable if no such Time had been allowed for Repayment thereof.

**CLIII Proceedings in case of Tenants opposing the Execution of this Act.**

If the Occupier of any Buildings or Lands within the Limits of the special Act prevent the Owner thereof from carrying into effect in respect of such Buildings or Lands any of the Provisions of this or the special Act, or of any Act incorporated therewith, after Notice of his Intention so to do has been given by the Owner to such Occupier, any Justice, upon Proof thereof, may make an Order in Writing requiring such Occupier to permit the Owner to execute all such Works with respect to such Buildings or Lands as may be necessary for carrying into effect the Provisions of this and the special Act, or of any Act incorporated therewith; and if after the Expiration of Ten Days from the Date of such Order such Occupier continue to refuse to permit such Owner to execute such Works, such Occupier shall for every Day during which he so continues to refuse be liable to a Penalty not exceeding Five Pounds; and every such Owner during the Continuance of such Refusal shall be discharged from any Penalties to which he might otherwise have become liable by reason of his Default in executing such Works.

**CLIV Respecting existing Con tracts for Building.**

Nothing herein or in the special Act contained shall extend to avoid any Agreement in Writing entered into before the passing of the special Act for erecting or altering any Building, but the same shall be performed with such Alterations as may be rendered necessary by this or the special Act, and as if such Alterations had been stipulated for in such Agreement; and the Difference between the Cost of the Work according to the Agreement and the Cost of such Work as executed according to the Provisions of this and the special Act shall be ascertained by the Parties to the respective Agreements, and paid for or deducted as the Case may require ; and if the said Parties do not agree upon the Amount of such Difference, the same shall, on the Request of either Party (Notice being given to the other), be decided by the Surveyor to the Commissioners, and for his Trouble in making such Decision each of the said Parties shall pay to the said Surveyor such Sum not exceeding One Pound, and to be disposed of for such Purposes of the special Act, as the Commissioners shall direct.

**CLV Respecting Contracts for Leases.**

Nothing herein or in the special Act contained shall affect any Lease or Agreement for a Lease whereby any Person may be bound to erect Buildings upon any Building

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*Status: This is the original version (as it was originally enacted).*

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Ground within the Limits of the special Act, but the Buildings mentioned in such Lease or Agreement shall be built according to the Conditions which may be rendered necessary by this or the special Act, in the same Manner as if this and the special Act had been passed and in operation at the Time of making such Lease or Agreement, and the same had been made subject thereto, and that without either Party being entitled to any Compensation.