

894. The copies of the interrogatories herein directed to be served may be served in the same manner that notices to quit are herein directed to be served.

895. If in any proceeding by a landlord to dispossess a tenant the inquisition or verdict shall be found in his favor, the jury shall assess against the tenant holding over the premises damages not exceeding double the rate of the rent of said tenancy, and also for the expenses of said landlord or reversioner in and about said proceeding over and above the legal costs thereof, and shall render a verdict for the amount of said damages and expenses, for which amount, as well as the costs, the justice shall render judgment in favor of the lessor or reversioner, to be enforced by execution.

896. But if the jury shall find against the landlord or reversioner, they shall assess such damages as they shall deem just, to be paid by him to the tenant, for which, and costs, judgment shall be rendered and enforced as aforesaid.

897. If the jury shall omit to assess damages, the said justice may, at any time before the eleventh day after and exclusive of the day of rendering the verdict, by warrant to the sheriff of the city, order said jury to be re-summoned to make said assessment and render a verdict thereon, which verdict shall have the same effect as if rendered immediately on rendering said principal verdict.

898. Such reasonable notice shall be given to the tenant as the justice shall deem proper of the time of the second meeting of said jury, and the said justice may summon other jurors in place of any of said jury who shall have died or who shall be returned by the sheriff as sick or not to be found.

899. In all cases of tenancy mentioned in this law, if the tenant after notice fail to quit at the end of the term, or at the period when he shall begin as aforesaid to be holding over, such tenant, his executors or administrators, may, at the election of the lessor, his heirs, executors, or administrators, or assigns, be held as a tenant and bound to pay double the rent to which the said tenancy was subject, and payable and recoverable in all respects and to every effect as if, by the original agreement or the understanding as to such tenancy, said double rent were the reserved rent of the demised premises, according to the