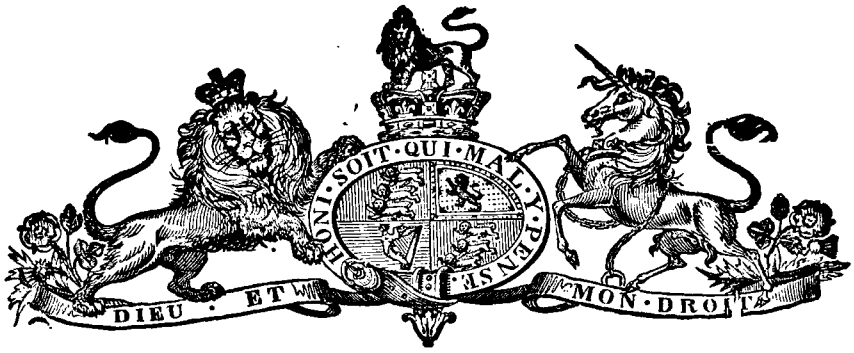


ANNO VICESIMO & VICESIMO PRIMO

VICTORIÆ REGINÆ.

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CAP. XLVII.

An Act to enable Ecclesiastical Persons in *Ireland* to grant Building Leases of Glebe Lands in certain Cases. [17th *August* 1857.]

WHEREAS it would be for the public Advantage that Ecclesiastical Persons in *Ireland* should be empowered in certain Cases to demise a Portion of their Glebe Lands for Building Purposes: Be it therefore enacted by the Queen'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, as follows:

Short Title.

I. In citing this Act for any Purpose it shall be sufficient to use the Expression "The Glebe Lands Leasing Powers (*Ireland*) Act, 1857."

Interpretation of certain Terms.

II. In the Construction of this Act the Words "Lord Lieutenant" shall include any Chief Governor or Governors of *Ireland;* the Words "Successors in Estate" shall mean the Persons entitled for the Time being, after the Lessor, to the Receipt of the Rents of the Lands comprised in any Lease made under this Act; the Word "Lessee" shall include the personal Representative of any Lessee and his lawful Assigns; the Word "Lessor" shall include the Successors in Estate of any Lessor; the Words "Ecclesiastical Person" shall include Archbishops, Bishops, and all other Ecclesiastical Corporations, sole or aggregate; the Word "Town" shall mean any Borough or Town Corporate in *Ireland,* and any Town in which a Board of Municipal

Commissioners shall have been elected under the Provisions of an Act of the Third and Fourth Years of the Reign of Her Majesty, Chapter One hundred and eight, or in which Town Commissioners shall have been appointed under the Provisions of an Act of the Ninth Year of King *George* the Fourth, Chapter Eighty-two, or an Act of the Seventeenth and Eighteenth Years of Her Majesty, Chapter One hundred and three, or any Act amending the same.

Power to Ecclesiastical Persons to grant Building Leases.

III. It shall be lawful for any Ecclesiastical Person in *Ireland* entitled to any Glebe Lands situate within the Limits of any City or Town in *Ireland*, or within Two Miles thereof, from Time to Time to make Leases of any Part of such Lands for building thereon, either together or in Parcels, for any Term of Years not exceeding Ninety-nine Years, to take effect in possession and not in reversion, or by way of future Interest, subject to the Provisions in this Act contained.

The best improved Rent without Fine to be reserved in Leases under this Act.

IV. The Rent reserved in any such Lease shall be the best improved yearly Rent that, at the Time of making such Lease, can be obtained or reasonably expected from a solvent Tenant, without taking any Fine or other Consideration of any Kind, and so that no such Lessee be made dispunishable for Waste: Provided always, that it shall be lawful to reserve a reduced Rent for the First Three Years of the Term.

Restrictions on leasing Lands under this Act.

V. No such Lease shall include the Glebe House, Mansion House, or Place of Residence of any Ecclesiastical Person, or the Demesne, Lands, Garden, or Pleasure Grounds and Appurtenances belonging to or usually occupied therewith, or which may be necessary or convenient for actual Occupation with such Glebe House, Mansion House, or Place of Residence; and where there is no House or Place of Residence on such Glebe Lands, no such Lease shall include any Portion of the Glebe Lands that may be required or suitable for the Erection of a Glebe House or Place of Residence thereon, unless the Consent written on or annexed to such Lease shall specify that a sufficient Quantity of Land required and suitable for the Erection of a Glebe House or Place of Residence remains undemised in the Hands of such Ecclesiastical Person; and provided also, that no Lease made under this Act by any Archbishop shall be valid without the Consent of the Lord Lieutenant, or by any Bishop without the Consent of the Archbishop of his Province, or by any other Ecclesiastical Person without the Consent of the Archbishop of the Province, the Bishop of the Diocese, and of the Patron of such Benefice, and such Consents shall be testified by the Persons whose Consents are hereby required respectively being Parties to and signing and sealing such Leases, or signing a written Endorsement of such Consent thereon.

Before Lease granted a Surveyor to make Maps and a

VI. Whenever any Lease is intended to be made under the Authority of this Act, a Map or Plan under actual Survey of the Lands proposed to be leased shall be made by a competent Land Surveyor, to be appointed by the Person desirous of making the Lease,

Lease, showing the local Situation and Quantity of the Lands proposed to be leased, and of the Lands intended to be reserved; and such Surveyor shall also make a Valuation, on actual Survey, of the Lands proposed to be leased, and shall report what is the best yearly Rent which ought to be reserved on a Lease of such Lands, and shall also report upon all such other Matters connected with such intended Lease as he shall be directed to report upon; and the Map or Plan, Certificate, Valuation, and Report, shall be respectively signed by such Surveyor, and verified by his Declaration to be made before any Justice of the Peace: Provided always, that when there shall be any existing Map or Plan, made under actual Survey of the District, which shall include the Lands intended to be demised, a Copy of or Extract from such Map or Plan may be substituted for the Map or Plan herein-before directed to be made

Valuation, and report respecting such Lease.

Such Map, &c. to be verified by Surveyor.

Existing Maps may be used.

VII. Every Lease made under this Act shall contain a Covenant that the Tenant shall pay the Rent reserved, and all Taxes and Impositions whatsoever which shall be payable in respect of the Lands thereby demised, save the Landlord's Proportion of Poor's Rates, and also a Condition and Agreement on the Part of the Lessee to erect in a permanent and substantial Manner on the demised Premises Buildings of a Value to be specified therein, and to keep such Buildings during the Term in good and substantial Repair, and insured against Damage by Fire in Three Fourths at least of the Value thereof, and also that the Lessee will lay out the Money to be received on any such Insurance, and all such other Sums of Money as shall be necessary, in substantially reinstating such Buildings as shall be destroyed or damaged by Fire, and to give up peaceable Possession of the Lands so demised, with all Buildings, Fixtures, and Improvements therein, on the Determination of such Lease; and also every such Lease shall contain a Power of Re-entry, in case such Buildings shall not have been erected within Five Years from the Commencement of the said Lease: Provided also, that nothing herein contained shall be construed to preclude the Lessor in any such Lease from covenanting that the Lessee may take from off the demised Premises Brick, Earth, Stone, Lime, or other Materials for the Erection or Repair of the said Buildings, or the Construction or Repair of Drains connected therewith, or that he may use such Portion of the demised Premises as shall be limited in such Lease for the Purpose of laying out new Streets or Approaches to such Buildings, or for making any Drainage necessary for such Buildings.

As to Covenants to be contained in Leases made under this Act.

VIII. The Consent of the Lord Lieutenant, Archbishop, Bishop, and Patron, whose Consents are hereby made requisite to any Lease testified in manner herein-before described, shall be conclusive Evidence that such Lease does not comprise any Lands which ought not to be leased under the Provisions of this Act, and that a proper Portion of the Glebe Land remains unleased, and that the Rent thereby reserved is the best and most improved Rent, and that the Conditions required by this Act have been duly observed.

Execution by Lord Lieutenant, Archbishop, Bishop, and Patron to be Evidence that the Lands are proper to be leased.

IX. Whenever

When Patron is under Incapacity or beyond Seas.

IX. Whenever the Patron shall happen to be a Minor, Idiot, Lunatic, or Feme Covert, it shall be lawful for the Guardian, Committee of the Estate, or Husband (as the Case may be) of such Patron (but in the Case of a Feme Covert not being a Minor, Idiot, or Lunatic, with her Consent in Writing,) to execute the Instrument by which such Consent is to be testified in Testimony of the Consent of such Patron, and such Execution shall, for the Purposes of this Act, be deemed and taken to be an Execution by the Patron of the Benefice.

As to Consent when the Patronage is in the Crown; when in a Corporate Body.

X. Whenever the Patronage shall be in the Crown, the Consent of the Crown shall be testified by the signing of such Consent by the Lord Lieutenant; and whenever the Patronage shall belong to any Dean and Chapter, or Collegiate or other Corporate Body having a Common Seal, the Consent of such Corporate Body shall be testified by the sealing of the Instrument by which such Consent is testified with the Common Seal of such Corporate Body.

Person who for the Time being would be entitled to present shall be considered the Patron.

XI. The Person or Persons (if not more than Two), or the Majority of the Persons (if more than Two), or the Corporation who or which would for the Time being be entitled to the Turn or Right of Presentation to any Benefice if the same were then vacant, shall, for the Purposes of this Act, be considered to be the Patron thereof: Provided nevertheless, that in the Case of the Patronage being exercised alternately by different Patrons, the Person or Persons (if not more than Two), or the Majority of the Persons (if more than Two), or the Corporation, who or which would for the Time being be entitled to the Second Turn or Right of Presentation to any Benefice if the same were then vacant, shall, for the Purposes of this Act, jointly with the Person or Persons or Corporation entitled to the First Turn or Right of Presentation, be considered to be the Patron thereof.

Lease to be by Indenture.

XII. Every Lease made pursuant to the Provisions of this Act shall be by Indenture, and a Counterpart of every such Lease shall be executed by the Lessee thereof, and shall be valid and effectual to bind the Lessor and his Successors, provided that the same shall within Six Months from the Execution thereof by the Lessor be enrolled in the Rolls Office of the High Court of Chancery in *Ireland*, for which no greater Fee than Ten Shillings shall be chargeable.

To extend to Ireland only.

XIII. This Act shall extend to *Ireland* only.

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