

ANNO DECIMO QUARTO & DECIMO QUINTO

VICTORIÆ REGINÆ.

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CAP. XXV.

An Act to improve the Law of Landlord and Tenant in relation to Emblements, to growing Crops seized in Execution, and to Agricultural Tenants Fixtures. [24th *July* 1851.]

WHEREAS it is expedient to amend the Law to prevent or lessen the Evils of the Right to Emblements, and the Loss and Injury arising therefrom, and also the Law relating to growing Crops seized under Executions, and to Agricultural Fixtures: Be it therefore declared and 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,

On Determination of Leases or Tenancies under Tenant for Life, &c., instead of Emblements Tenant to hold until Expiration of current Year, &c.

I. That where the Lease or Tenancy of any Farm or Lands held by a Tenant at Rackrent shall determine by the Death or Cesser of the Estate of any Landlord entitled for his Life, or for any other uncertain Interest, instead of Claims to Emblements, the Tenant shall continue to hold and occupy such Farm or Lands until the Expiration of the then current Year of his Tenancy, and shall then quit, upon the Terms of his Lease or Holding, in the same Manner as if such Lease or Tenancy were then determined by Effluxion of Time

or

or other lawful Means during the Continuance of his Landlord's Estate; and the succeeding Landlord or Owner shall be entitled to recover and receive of the Tenant, in the same Manner as his Predecessor or such Tenant's Lessor could have done if he had been living or had continued the Landlord or Lessor, a fair Proportion of the Rent for the Period which may have elapsed from the Day of the Death or Cesser of the Estate of such Predecessor or Lessor to the Time of the Tenant so quitting, and the succeeding Landlord or Owner and the Tenant respectively shall, as between themselves and as against each other, be entitled to all the Benefits and Advantages, and be subject to the Terms, Conditions, and Restrictions, to which the preceding Landlord or Lessor and such Tenant respectively would have been entitled and subject in case the Lease or Tenancy had determined in manner aforesaid at the Expiration of such current Year: Provided always, that no Notice to quit shall be necessary or required by or from either Party to determine any such Holding and Occupation as aforesaid.

Growing Crops seized and sold under Execution to be liable for accruing Rent.

II. That in case all or any Part of the growing Crops of the Tenant of any Farm or Lands shall be seized and sold by any Sheriff or other Officer by virtue of any Writ of Fieri facias or other Writ of Execution, such Crops, so long as the same shall remain on the Farms or Lands, shall, in default of sufficient Distress of the Goods and Chattels of the Tenant, be liable to the Rent which may accrue and become due to the Landlord after any such Seizure and Sale, and to the Remedies by Distress for Recovery of such Rent, and that notwithstanding any Bargain and Sale or Assignment which may have been made or executed of such growing Crops by any such Sheriff or other Officer.

Tenant may remove Buildings and Fixtures erected by him on Farms, unless Landlord elect to take to them.

III. That if any Tenant of a Farm or Lands shall, after the passing of this Act, with the Consent in Writing of the Landlord for the Time being, at his own Cost and Expense, erect any Farm-building, either detached or otherwise, or put up any other Building, Engine, or Machinery, either for Agricultural Purposes or for the Purposes of Trade and Agriculture, (which shall not have been erected or put up in pursuance of some Obligation in that Behalf,) then all such Buildings, Engines, and Machinery shall be the Property of the Tenant, and shall be removable by him, notwithstanding the same may consist of separate Buildings, or that the same or any Part thereof may be built in or permanently fixed to the Soil, so as the Tenant making any such Removal do not in anywise injure the Land or Buildings belonging to the Landlord, or otherwise do put the same in like Plight and Condition, or as good Plight and Condition, as the same were in before the Erection of anything

so removed: Provided nevertheless, that no Tenant shall, under the Provision last aforesaid, be entitled to remove any such Matter or Thing as aforesaid without first giving to the Landlord or his Agent One Month's previous Notice in Writing of his Intention so to do; and thereupon it shall be lawful for the Landlord, or his Agent on his Authority, to elect to purchase the Matters and Things so proposed to be removed, or any of them, and the Right to remove the same shall thereby cease, and the same shall belong to the Landlord; and the Value thereof shall be ascertained and determined by Two Referees, One to be chosen by each Party, or by an Umpire to be named by such Referees, and shall be paid or allowed in account by the Landlord who shall have so elected to purchase the same.

Tenant quitting, leaving Tithe Rentcharge unpaid, Landlord, &c. may pay the same, and recover from the first-named Tenant as if it were a simple Contract Debt.

IV. That if any occupying Tenant of Land shall quit, leaving unpaid any Tithe Rentcharge for or charged upon such Land which he was by the Terms of his Tenancy or Holding legally or equitably liable to pay, and the Tithe Owner shall give or have given Notice of proceeding by Distress upon the Land for Recovery thereof, it shall be lawful for the Landlord, or the succeeding Tenant or Occupier, to pay such Tithe Rentcharge, and any Expenses incident thereto, and to recover the Amount or Sum of Money which he may so pay over against such first-named Tenant or Occupier, or his legal Representatives, in the same Manner as if the same were a Debt by simple Contract due from such first-named Tenant or Occupier to the Landlord or Tenant making such Payment.

Act not to extend to Scotland.

V. Nothing in this Act shall extend to *Scotland*.

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