

ANNO OCTAVO & NONO

VICTORIÆ REGINÆ.

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CAP. CXXIV.

An Act to facilitate the granting of certain Leases. [8th *August* 1845.]

WHEREAS it is expedient to facilitate the leasing of Lands and Tenements: Be it 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, That whenever any Party to any Deed made according to the Forms set forth in the First Schedule to this Act or to any other Deed which shall be expressed to be made in pursuance of this Act, shall employ in such Deed respectively any of the Forms of Words contained in Column I. of the Second Schedule hereto annexed, and distinguished by any Number therein, such Deed shall be taken to have the same Effect and be construed as if such Party had inserted in such Deed the Form of Words contained in Column II. of the same Schedule, and distinguished by the same Number as is annexed to the Form of Words employed by such Party; but it shall not be necessary in any such Deed to insert any such Number.

Where the Words of Column I. of the Second Schedule employed, the Deed to have the same Effect as if Words of Column II. were inserted.

II. That every such Deed, unless any Exception be specially made therein, shall be held and construed to include all Outhouses, Buildings,

Deed to include all Houses, &c.

Buildings, Barns, Stables, Yards, Gardens, Cellars, ancient and other Lights, Paths, Passages, Ways, Waters, Watercourses, Liberties, Privileges, Easements, Profits, Commodities, Emoluments, Hereditaments, and Appurtenances whatsoever, to the Lands and Tenements therein comprised belonging or in anywise appertaining.

Remuneration for Deed under the Act not to be by Length only.

III. That in taxing any Bill for preparing and executing any Deed under this Act it shall be lawful for the Taxing Officer and he is hereby required, in estimating the proper Sum to be charged for such Transaction, to consider, not the Length of such Deed, but only the Skill and Labour employed, and Responsibility incurred, in the Preparation thereof.

Deed failing to take effect by this Act to be as valid as if Act not made.

IV. That any Deed or Part of a Deed which shall fail to take effect by virtue of this Act shall nevertheless be as valid and effectual, and shall bind the Parties thereto, so far as the Rules of Law and Equity will permit, as if this Act had not been made.

Construction Clause.

V. That in the Construction and for the Purposes of this Act, and the Schedules hereto annexed, unless there be something in the Subject or Context repugnant to such Construction, the Word "Lands" shall extend to all Tenements and Hereditaments of Freehold Tenure, and to such Customary Lands as will pass by Deed, or Deed and Surrender, and not by Surrender alone, or any undivided Part or Share therein respectively; and every Word importing the Singular Number only shall extend and be applied to several Persons or Things as well as one Person or Thing, and the converse; and every Word importing the Masculine Gender only shall extend and be applied to a Female as well as a Male; and the Word "Party" shall mean and include any Body Politic or Corporate or Collegiate, as well as an Individual.

Schedules, &c. Part of Act.

VI. That the Schedules, and the Directions and Forms therein contained, shall be deemed and taken to be Parts of this Act.

Commencement of Act.

VII. That this Act shall commence and take effect from and after the First Day of *October*.

Act not to extend to Scotland.

VIII. That this Act shall not extend to *Scotland*.

SCHE-

SCHEDULES to which this Act refers.

The FIRST SCHEDULE.

This Indenture made the Day of One thousand eight hundred and forty- [*or other Year*], in pursuance of an Act to facilitate the granting of certain Leases, Between [*here insert the Names of the Parties, and Recitals, if any*] Witnesseth, that the said [*Lessor*] *or* [*Lessors*] doth *or* do demise unto the said [*Lessee*] *or* [*Lessees*], his [*or* their] Executors, Administrators, and Assigns, All, *&c.* [*Parcels*], from the Day of for the Term of thence ensuing, Yielding therefor during the said Term the Rent of [*state the Rent and Mode of Payment*].

In witness whereof the said Parties hereto have hereunto set their Hands and Seals.

The SECOND SCHEDULE.

DIRECTIONS AS TO THE FORMS IN THIS SCHEDULE.

1. Parties who use any of the Forms in the First Column of this Schedule may substitute for the Words "Lessee" or "Lessor" any Name or Names, and in every such Case corresponding Substitutions shall be taken to be made in the corresponding Forms in the Second Column.
2. Such Parties may substitute the Feminine Gender for the Masculine, or the Plural Number for the Singular, in the Forms in the First Column of this Schedule, and corresponding Changes shall be taken to be made in the corresponding Forms in the Second Column.
3. Such Parties may fill up the blank Spaces left in the Forms 4. and 5. in the First Column of this Schedule so employed by them, with any Words or Figures, and the Words or Figures so introduced shall be taken to be inserted in the corresponding blank Spaces left in the Forms embodied.
4. Such Parties may introduce into or annex to any of the Forms in the First Column any express Exceptions from or express Qualifications thereof respectively, and the like Exceptions or Qualifications shall be taken to be made from or in the corresponding Forms in the Second Column.
5. Where the Premises demised shall be of Freehold Tenure the Covenants 1. to 10. shall be taken to be made with and the Proviso 11. to apply to the Heirs and Assigns of the Lessor, and where the Premises demised shall be of Leasehold Tenure the Covenants and Proviso shall be taken to be made with and apply to the Lessor, his Executors, Administrators, and Assigns.

COLUMN I.	COLUMN II.
1. That the said [*Lessee*] covenants with the said [*Lessor*] to pay Rent;	1. And the said Lessee doth hereby, for himself, his Heirs, Executors, Administrators, and Assigns, covenant with the said Lessor, that he the said Lessee, his Executors, Administrators, and Assigns, will during the said

Column I.	Column II.
	Term pay unto the said Lessor the Rent hereby reserved, in manner herein-before mentioned, without any Deduction whatsoever.
2. and to pay Taxes;	2. And also will pay all Taxes, Rates, Duties, and Assessments whatsoever, whether parochial, parliamentary, or otherwise, now charged or hereafter to be charged upon the said demised Premises, or upon the said Lessor, on account thereof (excepting Land Tax, and excepting, in Ireland, Tithe Rent-charge and such Portion of the Poor Rate as the Lessor is or may be liable to pay, and excepting also all Taxes, Rates, Duties, and Assessments whatsoever, or any Portion thereof, which the Lessee is or may be by Law exempted from).
3. and to repair;	3. And also will during the said Term well and sufficiently repair, maintain, pave, empty, cleanse, amend, and keep the said demised Premises, with the Appurtenances, in good and substantial Repair, together with all Chimney Pieces, Windows, Doors, Fastenings, Water Closets, Cisterns, Partitions, fixed Presses, Shelves, Pipes, Pumps, Pales, Rails, Locks, and Keys, and all other Fixtures and Things which at any Time during the said Term shall be erected and made, when, where, and so often as Need shall be,
4. and to paint outside every Year;	4. And also that the said Lessee, his Executors, Administrators, and Assigns, will in every Year in the said Term paint all the outside Wood-work and Iron-work belonging to the said Premises, with Two Coats of proper Oil Colours, in a workmanlike Manner.
5. and to paint and paper inside every Year;	5. And also that the said [*Lessee*], his Executors, Administrators, and Assigns, will in every Year paint the inside Wood, Iron, and other Works now or usually painted with Two Coats of proper Oil Colours in a workmanlike Manner; and also re-paper with Paper of a Quality as at present, such Parts of the Premises as are now papered; and also wash, stop, whiten, or colour such Parts of the said Premises as are now plastered.
6. and to insure from Fire in the joint Names of the said [*Lessor*] and the said [*Lessee*];	6. And also that the said Lessee, his Executors, Administrators, and Assigns, will forthwith insure the said Premises hereby demised to the full Value thereof, in some respectable Insurance Office, in the joint Names of the said Lessor, his Executors, Administrators, and Assigns, and the said Lessee, his Executors, Administrators, or Assigns, and keep the same so insured during the said Term; and will, upon the Request of the said Lessor, or his Agent, show the Receipt for the last Premium paid for such Insurance for every current Year; and as often as the said Premises hereby demised shall be burnt down or damaged by Fire, all and every the Sums or Sum of Money which shall be recovered or received by the said [*Lessee*], his Executors, Administrators, or Assigns, for or in respect of such Insurance, shall be laid out and expended by him in building or repairing the said demised Premises, or such Parts thereof as shall be burnt down or damaged by Fire as aforesaid.
to show Receipts;	
and to rebuild in case of Fire.	

Column I.	Column II.
7. And that the said [*Lessor*] may enter and view State of Repair, and that the said [*Lessee*] will repair according to Notice.	7. And it is hereby agreed, that it shall be lawful for the said Lessor, and his Agents, at all seasonable Times during the said Term, to enter the said demised Premises to take a Schedule of the Fixtures and Things made and erected thereupon, and to examine the Condition of the said Premises; and further, that all Wants of Reparation which upon such Views shall be found, and for the Amendment of which Notice in Writing shall be left at the Premises, the said Lessee, his Executors, Administrators, and Assigns, will, within Three Calendar Months next after every such Notice, well and sufficiently repair and make good accordingly.
8. That the said [*Lessee*] will not use Premises as a Shop.	8. And also that the said Lessee, his Executors, Administrators, and Assigns, will not convert, use, or occupy the said Premises or any Part thereof into or as a Shop, Warehouse, or other Place for carrying on any Trade or Business whatsoever, or suffer the said Premises to be used for any such Purpose, or otherwise than as a private Dwelling House, without the Consent in Writing of the said Lessor.
9. And will not assign without Leave.	9. And also that the said [*Lessee*] shall not nor will during the said Term assign, transfer, or set over, or otherwise by any Act or Deed procure the said Premises or any of them to be assigned, transferred, or set over, unto any Person or Persons whomsoever, without the Consent in Writing of the said [*Lessor*], his Executors, Administrators, or Assigns, first had and obtained.
10. And that he will leave Premises in good Repair.	10. And further, that the said [*Lessee*] will, at the Expiration or other sooner Determination of the said Term, peaceably surrender and yield up unto the said Lessor the said Premises hereby demised, with the Appurtenances, together with all Buildings, Erections, and Fixtures now or hereafter to be built or erected thereon, in good and substantial Repair and Condition in all respects, reasonable Wear and Tear, and Damage by Fire, only excepted.
11. Proviso for Re-entry by the said Lessor on Nonpayment of Rent or Nonperformance of Covenants.	11. Provided always, and it is expressly agreed, that if the Rent hereby reserved, or any Part thereof, shall be unpaid for Fifteen Days after any of the Days on which the same ought to have been paid (although no formal Demand shall have been made thereof), or in case of the Breach or Nonperformance of any of the Covenants and Agreements herein contained on the Part of the said Lessee, his Executors, Administrators, and Assigns, then and in either of such Cases it shall be lawful for the said Lessor, at any Time thereafter, into and upon the said demised Premises, or any Part thereof in the Name of the whole, to re-enter, and the same to have again, re-possess, and enjoy as of his or their former Estate, any thing herein-after contained to the contrary notwithstanding.
12. The said [*Lessor*] covenants with the said [*Lessee*] for quiet Enjoyment.	12. And the Lessor doth hereby, for himself, his Heirs, Executors, Administrators, and Assigns, covenant with the said Lessee, his Executors, Administrators, and Assigns,

Column I.	Column II.
	that he and they, paying the Rent hereby reserved, and performing the Covenants herein-before on his and their Part contained, shall and may peaceably possess and enjoy the said demised Premises for the Term hereby granted, without any Interruption or Disturbance from the said Lessor, his Executors, Administrators, or Assigns, or any other Person or Persons lawfully claiming by, from, or under him, them, or any of them.

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