ANNO DUODECIMO & DECIMO TERTIO

VICTORIÆ REGINÆ.

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C A P. XXVI.

An Act for granting Relief against Defects in Leases made under Powers of Leasing, in certain Cases. [26th *June* 1849.]

WHEREAS, through Mistake or Inadvertence on the Part of Persons granting Leases, and through Ignorance on the Part of Lessees of the Titles of Persons from whom Leases are accepted, Leases granted by Persons having valid Powers of Leasing are frequently invalid as against the Successors in Estate of such Persons by reason of the Nonobservance or Omission of some Condition or Restriction, or by reason of some other Deviation from the Terms of such Powers: And whereas Leases granted in the intended Exercise of such Powers are sometimes invalid as against the Successors in Estate of the Persons granting the same by reason that at the Time of granting the same the Person granting the Lease could not lawfully grant such Lease, although at a subsequent Time, and during the Continuance of his Estate in the Hereditaments comprised in such Lease, he might have granted the same in the lawful Exercise of such Power: And whereas it is expedient that Provision should be made for granting Relief in the Cases aforesaid, in manner after mentioned: 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 in construing this Ac Words importing the Singular Number shall include the Plural Number, and Words importing the Plural Number shall include the Singular Number, and Words importing Males shall extend to Females, and the Word "Person" shall include Corporations aggregate or sole, unless in any of the Cases aforesaid there be something in the Context repugnant to such Construction.

Interpretation of Terms.

Leases invalid owing to Deviation from Terms of the Power to be deemed Contracts in Equity for such Leases as might have been granted under the Power.

II. And be it enacted, That where in the intended Exercise of any such Power of Leasing as aforesaid, whether derived under an Act of Parliament or under any Instrument lawfully creating such Power, a Lease has been or shall hereafter be granted, which is, by reason of the Non-observance or Omission of some Condition or Restriction, or by reason of any other Deviation from the Terms of such Power, invalid as against the Person entitled after the Determination of the Interest of the Person granting such Lease to the Reversion, or against other the Person who, subject to any Lease lawfully granted under such Power, would have been entitled to the Hereditaments comprised in such Lease, such Lease, in case the same have been made *bonâ fide*, and the Lessee named therein, his Heirs, Executors, Administrators, or Assigns, (as the Case may require,) have entered thereunder, shall be considered in Equity as a Contract for a Grant, at the Request of the Lessee, his Heirs, Executors, Administrators, or Assigns, (as the Case may require,) of a valid Lease under such Power, to the like Purport and Effect as such invalid Lease as aforesaid, save so far as any Variation may be necessary in order to comply with the Terms of such Power; and all Persons who would have been bound by a Lease lawfully granted under such Power shall be bound in Equity by such Contract: Provided always, that no Lessee under any such invalid Lease as aforesaid, his Heirs, Executors, Administrators, or Assigns, shall be entitled by virtue of any such equitable Contract as aforesaid to obtain any Variation of such Lease, where the Persons who would have been bound by such Contract are willing to confirm such Lease without Variation.

Proviso where the Grantor or Reversioner is willing to confirm.

Acceptance of Rent to be deemed a Confirmation.

III. And be it enacted, That the Acceptance of Rent under any such invalid Lease as aforesaid shall, as against the Person so accepting the same, be deemed a Confirmation of such Lease.

Leases invalid at the granting thereof may become valid if the Grantor continue

IV. And be it enacted, That where a Lease granted in the intended Exercise of any such Power of Leasing as aforesaid is invalid by reason that at the Time of the granting thereof the Person granting the same could not lawfully grant such Lease, but the Estate of such Person in the Hereditaments comprised in such Lease shall have continued

tinued after the Time when such or the like Lease might have been granted by him in the lawful Exercise of such Power, then and in every such Case such Lease shall take effect, and be as valid as if the same had been granted at such last-mentioned Time, and all the Provisions herein contained shall apply to every such Lease. in the Ownership until the Time when he might lawfully grant such a Lease.

V. And be it enacted, That when a valid Power of Leasing is vested in or may be exercised by a Person granting a Lease, and such Lease (by reason of the Determination of the Estate or Interest of such Person or otherwise) cannot have Effect and Continuance according to the Terms thereof, independently of such Power, such Lease shall, for the Purposes of this Act, be deemed to be granted in the intended Exercise of such Power, although such Power be not referred to in such Lease. What shall be deemed an intended Exercise of a Power.

VI. Provided always, and be it enacted, That nothing in this Act contained shall extend or be construed to prejudice or take away any Right of Action or other Right or Remedy to which, but for the passing of this Act, the Lessee named in any such Lease as aforesaid, his Heirs, Executors, Administrators, or Assigns, would or might have been entitled, under or by virtue of any Covenant for Title or quiet Enjoyment contained in such Lease on the Part of the Person granting the same, or to prejudice or take away any Right of Re-entry or other Right or Remedy to which, but for the passing of this Act, the Person granting such Lease, his Heirs, Executors, Administrators, or Assigns, or other the Person for the Time being entitled to the Reversion expectant on the Determination of such Lease, would or might have been entitled, for or by reason of any Breach of the Covenants, Conditions, or Provisoes contained in such Lease, and on the Part of the Lessee, his Heirs, Executors, Administrators, or Assigns, to be observed and performed. Saving the Rights of the Lessees under Covenants for Title and for quiet Enjoyment, and the Lessor's Right of Re-entry for Breach of Covenant, &c.

VII. And be it enacted, That this Act shall not extend to any Lease by an Ecclesiastical Corporation or Spiritual Person, or to any Lease of the Possessions of any College, Hospital, or Charitable Foundation, or to any Lease where, before the passing of this Act, the Hereditaments comprised in such Lease have been surrendered or relinquished, or recovered adversely by reason of the Invalidity thereof, or there has been any Judgment or Decree in any Action or Suit concerning the Validity of such Lease, and shall not prejudice or affect any Action or Suit already commenced and now pending in any Court of Law or Equity, but every such Action and Suit may be proceeded with, and such Relief had therein, as if this Act had not passed. Act not to extend to certain Leases. Pending Suits not to be prejudiced.

VIII. And

Act not to extend to Scotland.

VIII. And be it enacted, That this Act shall not extend to *Scotland*.

Act may be amended, &c.

IX. And be it enacted, That this Act may be amended or repealed by any Act to be passed in this Session of Parliament.

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