

ANNO NONO & DECIMO

VICTORIÆ REGINÆ.

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CAP. CXII.

An Act to facilitate and encourage the granting of certain Leases for Terms of Years in *Ireland*.

[28th *August* 1846.]

WHEREAS it is expedient to encourage the leasing of Lands in *Ireland* for Terms of Years, in certain Cases, and subject to certain Conditions, as herein-after mentioned; 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, That it shall and may be lawful for any Person duly entitled in that Behalf, who shall, after the passing of this Act, demise or let any Lands or Tenements in *Ireland* for any Term of Years not exceeding Thirty-one Years, and not less than Fourteen Years, reserving a yearly Rent not exceeding Fifty Pounds, without the taking of any Fine, Premium, or Foregift, or any thing in the Nature thereof, for the making of such Demise, to execute a Deed of Lease according to the Form and pursuant to the Provisions contained in a certain Act of the Eighth and Ninth Years of the Reign of Her present Majesty, intituled *An Act to facilitate the granting of certain Leases*, or according to any of the Forms and pursuant to the Directions contained in the Schedules to this Act annexed; and any

Leases for Terms not exceeding 31 Years, nor less than 14 Years, reserving a Rent not exceeding 50*l.* yearly, may be made according to the Forms in the Schedules to the Act 8&9 Vict. c. 124. or to the Schedules of this Act.

any such Lease shall be deemed to be within and subject to the Provisions of this Act in relation to Stamp Duty next herein-after contained.

Such Leases to be subject to a Stamp Duty of 1*s.* only;

II. And be it enacted, That for or in respect of any such Lease as aforesaid to be executed according to any of the Forms and pursuant to the Directions contained in the Schedule of this Act, or according to the Form and pursuant to the Provisions contained in the said Act of the Eighth and Ninth Years of Her present Majesty's Reign, in lieu and stead of all other Stamp Duties which would have been chargeable in respect of any such Lease immediately before the passing of this Act, there shall be granted, raised, levied, collected, and paid in *Ireland*, unto and for the Use of Her Majesty, Her Heirs and Successors, a Stamp Duty of One Shilling, and on the Counterpart of any such Lease a Stamp Duty of One Shilling.

and a Stamp Duty of 1*s.* on the Counterpart.

Powers and Provisions of former Acts to be applied to the Duties granted by this Act.

III. And be it enacted, That the said Duties by this Act granted shall be denominated and deemed to be Stamp Duties, and shall be under the Care and Management of the Commissioners of Stamps and Taxes for the Time being; and that all the Powers, Provisions, Clauses, Regulations, and Directions, Fines, Forfeitures, Pains, and Penalties contained in or imposed by the several former Acts of Parliament relating to any prior Duties of the same Kind or Description in *Great Britain* and *Ireland* respectively, and in force at the Time of the passing of this Act, shall respectively be of full Force and Effect with respect to the Duties by this Act granted, and to the Vellum, Parchment, and Paper, Articles, Matters, and Things, charged and chargeable therewith, and to the Persons liable to the Payment of the said Duties, and shall be observed, applied, enforced, and put in execution for the raising, levying, collecting, and securing of the said Duties hereby granted, and otherwise in relation thereto, as fully and effectually to all Intents and Purposes as if the same had been herein repeated and specially enacted with reference to the said Duties by this Act granted.

Deeds executed according to this Act held to include all Houses, &c.

IV. And be it enacted, That every such Deed, executed according to the Form and pursuant to the Directions contained in the Schedules to this Act, unless any Exception be specially made therein, shall be held and construed to include all Outhouses, Buildings, Barns, Stables, Yards, Gardens, Cellars, ancient and other Lights, Paths, Passages, Ways, Watercourses, Easements, and Appurtenances whatsoever, to the Lands and Tenements therein comprised belonging or in anywise appertaining.

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

V. And be it enacted, That any Deed or Part of a Deed, executed as last aforesaid, 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 of Act.

VI. And be it enacted, 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,

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the Word "Lands" shall extend to all Tenements and Hereditaments of any Tenure; 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 "Person" shall mean and include any Body Politic or Corporate or Collegiate, as well as an Individual.

Schedules, &c. deemed Parts of this Act.

VII. And be it enacted, That the Schedules, and the Directions and Forms therein contained, shall be deemed and taken to be Parts of this Act.

Act to extend to Ireland only.

VIII. And be it enacted, That this Act shall extend to *Ireland* only.

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 present Session of Parliament.

SCHE-

SCHEDULES to which this Act refers.

SCHEDULE (A.)

Directions as to the Forms in the Schedules to this Act.

1. PARTIES who use any of the Forms in these Schedules may substitute for the Words "Lessee" or "Lessor" any Name or Names.

2. Such Parties may substitute the Feminine Gender for the Masculine, or the Plural Number for the Singular, in any of the Forms in these Schedules.

3. All or any of the Covenants specified in Schedule (C.) may be introduced into or annexed to the Form of the Lease, according to the Agreement of the Parties.

4. Such Parties may introduce into or annex to the Forms any express Exceptions from or express Qualifications thereof respectively, or they may omit or qualify any of the Exceptions contained in the Forms, or they may introduce any other Agreements not inconsistent with the Provisions of this Act.

5. Where the Premises demised shall be of Freehold Tenure, the Covenants by the Lessee shall be taken to be made with and the Proviso for Re-entry to apply to the Heirs and Assigns of the Lessor; and where the Premises demised shall be of Leasehold Tenure, the Covenants by the Lessee and the Proviso for Re-entry shall be taken to be made with and apply to the Lessor, his Executors, Administrators, and Assigns. The Parties may, if they think fit, introduce, either before or after the Proviso for Re-entry, all or any of the Covenants or all or any of the other Provisoes contained in the Schedules (B.) and (C.), and may adopt the Proviso for Re entry contained in Schedule (C.) instead of the Proviso for Re-entry contained in Schedule (B.)

SCHEDULE (B.)

Form of Lease under the Statute 9th & 10th *Victoria, Chapter* (.)

THIS Indenture, made the Day of One thousand eight hundred and forty [*or other Year*], in pursuance of an Act of the 9th and 10th Years of Her Majesty Queen Victoria, intituled "An Act to facilitate and encourage the granting of certain Leases for Terms of Years in Ireland," 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*], excepting all Timber and other Trees, Saplings and Underwoods, growing or to grow on the said demised

demised Premises, with full Power of Ingress and Regress for the said [Lessor], his Heirs and Assigns, and others by him or them authorized, to view, cut down, manage, dispose of, or carry away the same; and also excepting all Mines, Minerals, and Quarries, now found or hereafter to be found on the said Premises, with full Power of Ingress and Regress for the said [Lessor], his Heirs and Assigns, and others by him or them authorized, to search for, work, dig for, sink Pits for, manage, dispose of, or carry away the same, or the Produce thereof, and also excepting and reserving to the said [Lessor], his Heirs and Assigns, and all Persons by him or them authorized, full Power of Ingress and Regress, to lay out, make, or use any Farm or Occupation Road or Roads on or through the said demised Premises, for the Occupation or Use of the said Premises, or of any other Part of the Lands or Estates of the said [Lessor], his Heirs and Assigns, or to make any Drain or Drains, or Water-courses, on or through the said demised Premises, for the Use of the same, or of any other Part of the Lands or Estate of the said [Lessor], his Heirs and Assigns, the said [Lessor], his Heirs and Assigns, making reasonable Compensation for the Waste, Spoil, and Destruction which shall have been done to the said demised Premises in doing the several Acts aforesaid; and also excepting and reserving all Royalties and Franchises, and all Game, wild Fowl, and Fish, and all Privilege of hunting, hawking, fishing, coursing, shooting, and fowling on the said Premises, with free Liberty of Ingress and Regress to the said [Lessor], his Heirs and Assigns, and others by him or them authorized, for the same, or for exercising the same [*here state any other Exceptions, if any*]; to have and to hold the said Lands and Premises hereby demised, with the Appurtenances, unto the said [Lessee], his Executors, Administrators, and Assigns, from the Day of for the Term of thence ensuing, yielding therefor, during the said Term, the Rent of [*state the Rent, the Times and Mode of Payment, yearly, half-yearly, or otherwise*].

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 Term pay unto the said [Lessor] the Rent hereby reserved, in manner herein-before mentioned, without any Deduction whatsoever.

2. Provided always, and it is expressly agreed, That if the Rent hereby reserved, or any Part thereof, shall be unpaid for Twenty-one Days after any of the Days on which the same ought to have been paid (although no formal Demand shall have been made thereof), then and in such Cases it shall be lawful for the said [Lessor] 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.

3. 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 also 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 all Taxes, Rates, Duties, or Assessments whatsoever, or any Portion thereof, which the Lessee is or may be by Law exempted from).

4. And also will during the said Term well and sufficiently repair, maintain, amend, and keep the said demised Premises, with the Appurtenances, in good and substantial Repair, together with all Buildings, Windows, Doors, and all other Fixtures, and all Gates, Hedges, Ditches, Fences, Drains, and Things which at any Time during the said Term shall be erected and made, or shall be on the said Premises, when, where, and so often as need shall be.

5. 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 Buildings, Fixtures, Gates, Hedges, Ditches, Fences, Drains, and Things made and erected or being 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.

6. And that the said [Lessee], his Executors, Administrators, and Assigns, shall and will from Time to Time manage, till, and use the Lands hereby demised in a good and husbandlike Manner, and in due and regular Course of good Husbandry, so that the same may not be in any way injured or deteriorated.

7. And 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.

8. And the [Lessor] doth hereby for himself, his Heirs, Executors, Administrators, and Assigns, covenant with the said Lessee, his Executors, Administrators, and Assigns, 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.

N.B. The Parties may add, if they please, any of the Covenants or Forms contained in Schedule (C.) of the above Statute.

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

These, or either of them, may be omitted or struck out at the Pleasure of the Parties.

Statement and Description of Buildings, if any, now existing on the said demised Premises. [*Here state and describe the Buildings, if any.*]

Statement and Description of Buildings allowed by the said Lessor to be erected on the said demised Premises. [*Here state and describe the Buildings so allowed to be erected.*]

(*Parties Names and Seals.*)

(*Witnesses.*)

SCHEDULE (C).

Any of the Covenants specified in this Schedule may be introduced into or annexed to the Form of the Lease, according to the Agreement of the Parties.

1. And also that the said [Lessee] shall not nor will, during the said Term, assign, transfer, underlet, or set over, or otherwise by any Act or Deed procure the said Premises, or any of them, to be assigned, transferred, underlet, 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.

2. And also that the said [Lessee] shall not during the said Term bequeath or devise the said Lands by his Will or Testament, or by any Codicil thereto, unto more than One Person, without the Consent in Writing of the said [Lessor], his Executors, Administrators, or Assigns, first had and obtained.

3. Provided always, That it shall be lawful for the said [Lessee], his Executors or Administrators, or his Assigns, if any such there shall lawfully be, to bequeath or devise the said Premises to any one Person charged with any Sum or Sums of Money for any other Person or Persons, and thereupon it shall be lawful for the Person to whom the said Premises shall be so devised or bequeathed, his Executors or Administrators, or his Assigns, if any such there shall lawfully be, to sell or assign the said Premises for the Residue of the Term thereof to any one Person, for or towards defraying the Charges affecting the same.

4. That he the said [Lessee], his Executors, Administrators, and Assigns, shall not, nor will at any Time hereafter during the Term hereby granted, build or erect, or permit or suffer to continue built or erected, on the said Lands hereby demised, any Farmers Dwelling Houses, Labourers Houses, or other Messuages whatsoever, except such as he or they shall from Time to Time be expressly authorized to build or erect, or permit to be built or erected by the Licence and Consent in Writing of the [Lessor], or Person for the Time being entitled to the Reversion immediately expectant upon the Term hereby granted.

5. That the said [Lessee], his Executors, Administrators, and Assigns, shall not, nor will at any Time or Times during the Continuance of the Term hereby granted, take Two White or Corn Crops in succession off any Part or Parts of the Lands hereby demised.

6. And further, that the said [Lessee] will not, without the Consent in Writing of the said Lessor, his Heirs or Assigns, burn or permit to be burnt any Part of the Soil or Surface of the said Farm or Lands.

7. Provided always, and it is expressly agreed, That if the Rent hereby reserved, or any Part thereof, shall be unpaid for Twenty-one 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-before 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] 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 contained to the contrary notwithstanding.

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