

ANNO TRICESIMO PRIMO & TRICESIMO SECUNDO

VICTORIÆ REGINÆ.

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CAP. LXII.

An Act to extend the Provisions of "The Renewable Leasehold Conversion (*Ireland*) Act" to certain Leasehold Tenures in *Ireland*.

[16th *July* 1868.]

WHEREAS an Act was passed by the Parliament of *Ireland* holden in the Twenty-first and Twenty-second Years of the Reign of His Majesty King *George* the Third, intituled *An Act to enable the Governors of any of the Schools founded in this Kingdom to make long Leases of such Lands as have been granted for the Support of the said Schools, and are situate in Counties of Cities and Counties of Towns:* 21 & 22 G. 3. (I.)

And whereas another Act was passed by the Parliament of *Ireland* holden in the Twenty-fifth Year of the Reign of His Majesty King *George* the Third, to alter and amend the said first-recited Act: 25 G. 3. (I.)

And whereas by the said last-recited Act it was, amongst other things, enacted, that every Tenant, or the Executors, Administrators, or Assigns of every Tenant, to whom a Lease had been or should be granted pursuant to the Powers and Provisions in the said first-recited Act contained, and who should apply for a Renewal of such Lease within the Time and subject to the Conditions in the said

Act now in recital mentioned, should be entitled to such Renewal for the Term of Forty-one Years:

And whereas under the Provisions of the said Acts Leases of Parts of the said Lands, and Renewals of the same, have from Time to Time been made for Terms of Forty-one Years by the Governors of certain of the said Schools:

And whereas Doubts have arisen as to whether the Provisions of "The Renewable Leasehold Conversion Act" are applicable to such Leasehold Tenures:

And whereas the same Governors have also, under certain other Powers them in that Behalf enabling, made Leases of other Parts of the said Lands for Terms of Twenty-one Years, and have generally made Renewals of such Leases to the Persons who were entitled to such Leasehold Premises immediately before the Expiration of the Term for which the same were made:

And whereas it is expedient to extend the Provisions of the "Renewable Leasehold Conversion Act" to such Leasehold Tenures:

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, as follows; (that is to say,)

Owner of Lease may require Fee-farm Grant.

1. Where any Lands situate in any County of a City or County of a Town in *Ireland* are or may be held under any Lease made by Governors of Schools in virtue of the Provisions of the recited Acts for a Term of Forty-one Years, and which Lease has or shall have been actually renewed within the Period of Seven Years next preceding the Time of such Application as herein-after mentioned, the Owner of such Lease may, at any Time within Seven Years from the last Renewal of such Lease, make Application in Writing to the said Governors requiring them to execute a Grant according to the Provisions of this Act; and the said Governors, upon being so required as aforesaid, shall execute a Grant to the Owner of such Lease of an Estate of Inheritance in Fee Simple in such Lands, subject to a perpetual yearly Fee-farm Rent, to be ascertained in like Manner as a Fee-farm Rent under the Renewable Leasehold Conversion Act, to be charged upon such Lands, and to be payable on the same Days and Times as the yearly Rent made payable by such Lease, and subject to the like Covenants and Conditions for the securing the Payment of the said Fee-farm Rent as are contained in such Lease with respect to the Rent thereby reserved, and with and subject to such other Covenants, Conditions, Exceptions, and Reservations (save Covenants to grant, accept, and take a Renewal of such Lease, if there be any such,) as are contained in such Lease and then subsisting; and all the Provisions of the Renewable Leasehold

Leasehold Conversion Act, so far as the same may be applicable, are hereby incorporated with this Section; and such Fee-farm Grant so to be executed shall operate and take effect in like Manner, and with the like Incidents and Consequences to all Intents and Purposes, as if the same were a Fee-farm Grant in Conversion of a Lease in Perpetuity within the Meaning of the said last-mentioned Act, and made under the Provisions thereof.

Governors may make Fee-farm Grant in certain Cases.

2. Where any Lands situate in any County of a City or County of a Town in *Ireland* are or may be held by any Person under any Lease made by Governors of Schools as aforesaid for a Term of Twenty-one Years, it shall be lawful for the said Governors at any Time before the Expiration of the said Term, if they so think fit, to make to such Tenant a Lease or Demise in Fee of all or any of such Lands, subject to a perpetual yearly Fee-farm Rent of such Amount as herein-after mentioned to be charged upon such Lands, and to be payable on the same Days and Times as the yearly Rent made payable by such Terminable Lease, and subject to the like Covenants and Conditions for the securing the Payment of the said Fee-farm Rent as are contained in such Terminable Lease with respect to the Rent thereby reserved, and with and subject to such other Covenants, Conditions, Exceptions, and Reservations as are contained in such Terminable Lease and then subsisting: Provided always, that for the making of such Lease or Demise in Fee no Fine, Foregift, Premium, or Consideration in Money or otherwise shall be given or promised to the said Governors.

Amount of Fee-farm Rent.

3. The Fee-farm Rent to be reserved in every Lease or Demise in Fee made under the Provisions of the Second Section of this Act shall be "the Rent reserved by such Terminable Lease for Twenty-"one Years, if the Governors shall think fit to adopt the same, or" the Rent at which One Year with another the Lands so to be demised might in their actual State be reasonably expected to be let from Year to Year for agricultural Purposes; and such Rent shall be ascertained and fixed by Two Arbitrators, one to be nominated and appointed in Writing by the said Governors, the other by the Owner of the said Terminable Lease, or, in case such Arbitrators differ, by an Umpire to be nominated and appointed in manner herein-after provided, to whom such Matters shall be referred; and in estimating the Amount of such Rent the said Arbitrators or Umpire (as the Case may be) shall not take into account any Increase in the Value of the said Lands arising from any Houses or Buildings erected thereon by the Owner of such Terminable Lease, or by the Person or Persons through, under, or from whom he shall have derived his Interest in the same.

4. The

Prices of certain Commodities to regulate the future Variation of Rent.

4. The said Arbitrators or Umpire (as the Case may be) shall also, at the Time of so ascertaining and fixing the Amount of the Rent to be reserved by such Lease in Fee as last aforesaid, ascertain and determine the average Prices of the several Commodities of Oats, Wheat, Mutton, Beef, and Butter respectively for the Seven Years ending with the First Day of *May* then last preceding, and such average Prices so ascertained shall be set forth in such Lease; and for the Purpose of any future Revision or Recertainment of the Fee-farm Rent for the Time being payable under such Lease, the said Five several Commodities, and the average Prices thereof respectively so ascertained, shall be and be taken as the Standard Commodities and Prices for regulating all future Variations of the said Rent, and each of the said Commodities shall for that Purpose represent and regulate the following Proportions or component Parts of the said Rent; that is to say, Oats, Five Elevenths; Wheat, One Eleventh; Mutton, One Eleventh; Beef, Two Elevenths; and Butter, Two Elevenths, respectively, of the said Rent.

How Rent to be revised and varied.

5. It shall be lawful for the said Governors, or for such Lessee in Fee as last aforesaid, his Heirs or Assigns, if they or he respectively shall so think fit, at any Time within Six Calendar Months next after the Expiration of Twenty-one Years computed from the First Day of *May* next preceding the Execution of such Lease in Fee, by Notice in Writing duly served on the other of them, to require that the Rent payable under the said Lease shall be revised according to the Provisions of this Act, and thereupon the average Prices of the Five several Commodities aforesaid respectively for the Seven Years ending with the First Day of *May* then last preceding shall be ascertained and determined by Two Arbitrators, One to be appointed by each Party, or, in case such Arbitrators differ, by an Umpire to be appointed as herein-after provided; and the Amount of such Rent shall be increased or diminished in such Manner and to such Extent as that each component Part (according to the Proportions herein-before mentioned) of such new or revised Rent shall bear the like Proportion to the same component Part of the original or previous Rent as the ascertained average Price for the then last Seven Years so ending as aforesaid of the Commodity representing and regulating such component Part of such Rent shall bear to the Standard Price of the same Commodity so ascertained before the Execution of such Lease, and set forth therein as herein-before directed; and so in like Manner after each successive Period of Twenty-one Years, or after any of such successive Periods, although there may have been no such Revision made or required after any of the like preceding Periods, the Rent for the Time being payable under any such Lease shall, if so required by either Party, by Notice in

in Writing duly served within Six Calendar Months after the Expiration of such Period, be revised and readjusted in like Manner: and on the Occasion of every such Revision and Variation of the said Rent an Endorsement shall be made upon the Lease and Counterpart thereof respectively, stating the Amount of the new or revised Rent to be thenceforth payable under the said Lease, which Endorsement as so made upon the said Lease shall be executed by the Governors under their Common Seal, and as made on the said Counterpart shall be executed by the Lessee, his Heirs or Assigns, under his or their Hand and Seal or Hands and Seals; and every such new or revised Rent shall be paid to and received by the said Governors as from the First Day of *May* next before the Service of the said Notice requiring such Revision of the Rent, and thenceforward until some further Revision and Variation thereof (if any) shall be required and made as aforesaid; and in respect of every such new or revised Rent the said Governors shall have all the same Rights and Remedies (including Ejectment for Nonpayment thereof) as by the Renewal Leasehold Conversion Act is provided, or as they would have had in respect of the original Rent reserved by such Lease in case the same had not been varied as aforesaid: Provided always, that all the Costs, Charges, and Expenses of or incident to every such Revision of Rent, and the Notice requiring the same respectively, shall be borne by the Party serving such Notice and requiring such Revision; and provided also, that if upon any such Revision the Difference of Prices so ascertained as aforesaid shall not be such as to cause an Increase or Diminution equal to at least One Tenth Part of the Rent for the Time being payable under such Lease, then and in every such Case no Variation shall then be made in the said Rent.

Costs of Revision.

No Variation less than One Tenth.

6. If in any Arbitration for any of the Purposes herein-before mentioned any Arbitrator appointed by either Party shall die, or refuse or become incapable to act, the Party by whom such Arbitrator was appointed may nominate and appoint in Writing some other Person to act in his Place, and if for the Space of Seven Days after Notice in Writing from the other Party for that Purpose he fail to do so the remaining or other Arbitrator may proceed *ex parte*.

Vacancy in Office of Arbitrator to be supplied.

7. The said Arbitrators shall, before they enter upon Matters referred to them, nominate and appoint, by Writing under their Hands, an Umpire to decide upon any Matters upon which they shall differ, and if such Umpire shall die, or refuse or become incapable to act, they shall forthwith, after such Death, Refusal, or Incapacity, appoint another Umpire in his Place, and the Decision

Appointment of Umpire.

of every such Umpire on the Matters so referred to him shall be final; and if the said Arbitrators do not appoint such Umpire in manner aforesaid, then all Matters upon which they shall differ shall be decided in like Manner by an Umpire to be appointed by the Commissioners of Valuation in *Ireland* for the Time being.

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