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CHAPTER 34.

An Act to validate agreements purporting to grant or provide for the grant of tenancies for periods depending on the duration of the war and certain other events; to provide for the construction of such agreements and other tenancy agreements; and for purposes connected with the matters aforesaid. [3rd August 1944.]

BE it enacted by the King'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:—

Validation of tenancies for the duration of the war.

1.—(1) Subject to the provisions of this section, any agreement, whether entered into before or after the passing of this Act, which purports to grant or provide for the grant of a tenancy for the duration of the war shall have effect as if it granted or provided for the grant of a tenancy for a term of ten years, subject to a right exercisable either by the landlord or the tenant to determine the tenancy, if the war ends before the expiration of that term, by at least one month's notice in writing given after the end of the war:

Provided that—

(*a*) if the agreement provides for the termination of the tenancy by notice before the end of the war, that provision shall apply to the tenancy as it takes effect under this subsection;

(*b*) if the agreement provides for the termination of the tenancy by notice after the end of the war, that provision shall be substituted for the provision of this subsection relating to the termination of the tenancy after the end of the war;

(*c*) if the agreement relates to a holding within the meaning of the Agricultural Holdings Act, 1923, this subsection shall apply to that agreement subject to the provisions of sections twenty-three and twenty-five of the said Act.

13 & 14 Geo. 5. c. 9.

(2) In this section the expression " the duration of the war," in relation to any agreement, means a period which, on the proper construction of the words used in the agreement whatever they may be, ends with, or within a specified time after, one of the following events—

(*a*) the end of the war or of hostilities as respects all the States with which His Majesty is at war and all theatres of war ;

(*b*) the end of the war or of hostilities as respects any particular State or States or any particular theatre or theatres of war ;

(*c*) the end of the emergency mentioned in the Emergency Powers (Defence) Act, 1939, or of the period for which that Act or any Regulation, order or power thereunder is in force or of the emergency mentioned in any other Act of the present Parliament ;

2 & 3 Geo. 6. c. 62.

(*d*) the end of the emergency (not defined by reference to any Act of Parliament) occasioned by the war or hostilities, whether as respects all the said States and all theatres of war or as respects any particular State or States or any particular theatre or theatres of war ;

(*e*) any event likely to occur on or in connection with any of the events aforesaid ;

and any reference in this section (other than this subsection) to the end of the war shall, in relation to any agreement, be construed as referring to the end of such one of the aforesaid periods as is appropriate to that agreement.

(3) Any reference in this section to an agreement purporting to grant or provide for the grant of a tenancy for the duration of the war shall be construed as including a reference to—

(*a*) an agreement purporting to grant or provide for the grant of—

(i) a tenancy for a specified term or for the duration of the war, whichever is the shorter ;

(ii) a tenancy for a specified term or for the duration of the war, whichever is the longer ; or

(iii) a tenancy which is to continue until determined by notice, subject to a condition that the notice is not to be given, or is not to be given by one of the parties, before the end of the war ;

(*b*) an agreement between the vendor and purchaser of land that the vendor is to be entitled to retain possession of the land for the duration of the war;

but shall not be construed as including an agreement granting or providing for the grant of a tenancy for a specified term subject to a right on the part of the landlord or the tenant to determine the tenancy, if the war ends before the expiration of that term, by notice after the end of the war.

(4) Subsection (1) of this section shall have effect, in the case referred to in sub-paragraph (i) of the last foregoing subsection, as if for the reference to ten years there were substituted a reference to the specified term referred to in that sub-paragraph; and, in the case referred to in sub-paragraph (ii) thereof, the agreement shall, if the war ends before the specified term referred to in that sub-paragraph, have effect as if it granted or provided for the grant of a tenancy for that term and not such a tenancy as is referred to in the said subsection (1).

(5) Where at the date of any such agreement as is referred to in subsection (1) of this section the landlord is himself a tenant whose term has less than ten years to run, the said subsection (1) shall have effect as if for the reference to ten years there were substituted a reference to a period equal to the remainder of the said term less one day.

(6) In this section the expression "agreement" includes an agreement in the form of a lease.

Construction of tenancy agreements.

2.—(1) Where any tenancy agreement uses, for the purpose of defining the term or purported term of the tenancy or for any other purpose, the expression "the war" or "hostilities" or "the emergency" or any similar expression which does not indicate whether it refers—

(*a*) to the war or to hostilities as respects all the States with which His Majesty is at war and all theatres of war or, as the case may be, to the emergency occasioned thereby; or

(*b*) to the war or to hostilities as respects any particular State or States or any particular theatre or theatres of war, or, as the case may be, to the emergency occasioned thereby;

the expression shall be construed as referring to the war or hostilities as respects those States with which His Majesty was at war at the date when the agreement was made, or, as the case may be, to the emergency occasioned thereby, unless it is shown that the parties intended that the expression should be otherwise construed.

The court by whom any such agreement is construed may admit any evidence which in the opinion of the court may throw

light on the intention of the parties as to the meaning of the said expression.

(2) His Majesty may by Order in Council declare what date is to be treated for the purposes of any tenancy agreement as—

(*a*) the date of the end of the war and of hostilities as respects all the said States and all theatres of war, and of the emergency (not being defined by reference to any Act of Parliament) occasioned thereby;

(*b*) the date of the end of the war and of hostilities, as respects any particular State or States or any particular theatre or theatres of war and of the emergency (not being defined as aforesaid) occasioned thereby;

(*c*) the date of any event which occurs, or which the parties considered likely to occur, on or in connection with the end of any such war, hostilities, or emergency as aforesaid, and which appears to His Majesty to require definition for the purposes of tenancy agreements;

and every such agreement shall be construed accordingly, unless the context requires, or it is shown by admissible evidence, that it should be otherwise construed.

(3) In this section the expression "tenancy agreement" means any lease or other agreement, whether entered into before or after the passing of this Act, granting or providing for the grant of a tenancy or varying any of the terms or conditions of a tenancy, and includes any such agreement as is referred to in subsection (1) of the foregoing section.

Savings.

3.—(1) Section one of this Act shall not apply in any case where—

(*a*) the relationship of landlord and tenant has terminated before the passing of this Act otherwise than by a notice given by the landlord or the tenant on or after the thirteenth day of June, nineteen hundred and forty-four; or

(*b*) the landlord or the tenant has given before the said day a notice in writing which would, but for the said section one, determine the said relationship; or

(*c*) the parties have agreed, before the passing of this Act, to determine the said relationship or to substitute for their existing agreement a valid tenancy.

For the purposes of this subsection, where a tenant retains possession of premises by virtue only of the Rent and Mortgage Interest (Restrictions) Acts, 1920 to 1939, or any other enactment, the relationship of landlord and tenant shall be deemed to have terminated.

(2) Any notice given, proceedings taken or thing done before the passing of this Act in relation to any agreement to which

section one of this Act applies shall, if it could have been given, taken or done in relation to that agreement as it takes effect under that section, continue to apply in relation to that agreement.

(3) Nothing in the said section one shall affect any provision of an agreement to which that section applies, being a provision which does not relate to the duration of the tenancy, and any such provision shall continue to apply in relation to the tenancy as it takes effect under that section.

(4) Nothing in the said section one shall be taken as requiring any agreement to be executed in writing or under seal.

(5) Nothing in the said section one shall be taken as bringing any agreement within section twenty-eight of the Finance Act, 1931 (which requires instruments granting or transferring leases for a term of seven years or more to be produced to the Commissioners of Inland Revenue). 21 & 22 Geo. 5. c. 28.

4. This Act shall apply to agreements to which the Crown is a party. Application to the Crown.

5. This Act shall, in its application to Scotland, have effect subject to the following modifications:— Application to Scotland.

(*a*) for section one the following section shall be substituted—

1.—(1) Any agreement whether entered into before or after the passing of this Act purporting to grant or provide for the grant of a tenancy of lands and heritages in Scotland (i) for the duration of the war or (ii) for a fixed period or the duration of the war, whichever is the shorter or (iii) for a fixed period or for the duration of the war, whichever is the longer, shall not be invalid by reason of its terms as to duration, and shall terminate, as the case may be, at the end of such fixed period or at the end of such one of the periods specified in subsection (2) of this section as, having regard to the context and any admissible evidence, is appropriate to the agreement:

Provided that save as otherwise expressly provided in the agreement it shall be necessary in order to terminate the tenancy that at least forty days or, if the agreement relates to an agricultural holding within the meaning of the Agricultural Holdings (Scotland) Act, 1923, six months, notice of termination be given in writing, and in the latter case the tenancy shall terminate at the term of Whit-Sunday or Martinmas next after the expiry of the notice. 13 & 14 Geo. 5. c. 10.

(2) In this section the expression "the duration of the war," in relation to any agreement, means a period which, on the proper construction of the words used in the agreement whatever they may be, ends

with, or within a specified time after, one of the following events—

(*a*) the end of the war or of hostilities as respects all the States with which His Majesty is at war and all theatres of war;

(*b*) the end of the war or of hostilities as respects any particular State or States or any particular theatre or theatres of war;

(*c*) the end of the emergency mentioned in the Emergency Powers (Defence) Act, 1939, or the period for which that Act or any Regulation, order or power thereunder is in force or of the emergency mentioned in any other Act of the present Parliament;

(*d*) the end of the emergency (not defined by reference to any Act of Parliament) occasioned by the war or hostilities, whether as respects all the said States and all theatres of war or as respects any particular State or States or any particular theatre or theatres of war;

(*e*) any event likely to occur on or in connection with any of the events aforesaid.

(*b*) subsection (4) of section three shall not apply.

Provisions as to Northern Ireland.

6.—(1) The foregoing provisions of this Act shall not extend to Northern Ireland.

10 & 11 Geo. 5. c. 67.

(2) Notwithstanding anything in the Government of Ireland Act, 1920, the Parliament of Northern Ireland shall have power to make laws, in respect of agreements exclusively relating to land in Northern Ireland, for purposes similar to any of the purposes of this Act.

Short title, interpretation, operation and extent.

7.—(1) This Act may be cited as the Validation of War-time Leases Act, 1944.

(2) In this Act the expressions "the war" and "hostilities" mean, except where the context otherwise requires, the war and hostilities in which His Majesty is engaged at the passing of this Act.

(3) This Act shall, subject to the provisions of section three thereof, be deemed to have had effect, in relation to any agreement, as from the date on which the agreement was entered into.

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