ANNO TERTIO

GEORGII IV. REGIS.

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C A P. CXXV.

An Act to enable Ecclesiastical Persons, and others, in *Ireland*, to grant Leases of Tithes, so as to bind their Successors. [6th *August* 1822.]

WHEREAS it is desirable to render the Incomes of Ecclesiastical Persons in *Ireland* more certain in their Amount, and more easy of Collection, and to avoid Controversies respecting the same, and to encourage the Industry and Enterprize of Farmers and Occupiers of Land; and the permitting Leases of Tithes to be made by Ecclesiastical Persons for Terms of Years certain, and to be binding on their Successors, may have a Tendency to produce the said good Effects, and may, under proper Restrictions, be just and expedient: Be it therefore 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, That from and after the First Day of *September* One thousand eight hundred and twenty-two, it shall and may be lawful to and for all and every Archbishops, Bishops, Deans, Deans and Chapters, Archdeacons, Prebendaries, or other Dignitaries Ecclesiastical, and for all Parsons, Rectors, Vicars, Chapters, Vicars Choral, and all other Ecclesiastical Persons and Bodies Corporate, of whatsoever Rank and Description, in *Ireland*, and to and for every Lay Impropriator or Person entitled to any impropriate Tithes or Portions of Tithes, to demise and lease for any Term of Years, not exceeding Twenty-one Years, to any Person or

Ecclesiastical Persons, &c. to demise and lease Tithes to Persons in Possession of Lands out of which such Tithes shall be issuable.

Persons seised or possessed of the Lands out of which such Tithes shall be issuable respectively, having any Freehold Title or Interest, or any Interest for a certain Term of Years, in such Lands, or to the Person or Persons having a Reversionary Interest of the like Nature in such Lands expectant on any Term not exceeding Seven Years, or expectant on any Freehold Interest not exceeding One Life, or to such Persons jointly, or to any Person or Persons having any Freehold Interest, or any Interest for a certain Term of Years, vested and in Possession jointly with any Person or Persons having a Reversionary Interest immediately expectant upon such Interest vested and in Possession, all and every or any Tithes or Portions of Tithes, predial or mixed, payable or belonging to such Ecclesiastical Dignitaries, Persons or Bodies Corporate respectively, by virtue and in Right of their Ecclesiastical Dignities, Preferments, or Benefices respectively, or payable to any such Lay Impropriator respectively, in Manner and under the Regulations, Restrictions, and Conditions hereafter specified and set forth; any thing in any Act or Acts in force in *Ireland* to the contrary in anywise notwithstanding.

Lease shall be made by Indenture: The Patron of a Benefice to be a Party consenting.

II. And be it further enacted, That every such Lease or Demise shall be made by Indenture; and that where such Lease shall be made by the Incumbent of any Benefice, Presentative or Donative, the Patron of such Benefice, or the Committee or Guardian of the Estate of such Patron, if such Patron shall be a Minor or Lunatic, or the King's Attorney General if the King shall be the Patron, shall be a Party consenting thereto, such Consent to be signified before the Execution of such Indenture, or the Counterpart thereof, by Indorsement on such Indenture and Counterpart subscribed by such Patron, or by such Committee, Guardian, or Attorney General respectively, with the Day and Year on which such Consent shall be signified; and that every such Indenture shall be signed and sealed by all the Parties thereto, and that a Counterpart of such Indenture shall be signed and sealed in like Manner; and that in every such Indenture and Counterpart there shall be contained a full and sufficient Description, by Metes and Bounds, of the Lands subject to the Tithes thereby demised, and a Statement of the Parish and County; and if in a County at large, then of the Barony or Half Barony in which such Lands shall lie; and to every such Indenture and Counterpart there shall be annexed a Map or Terre Chart, or Ground Plan of the said Lands so subject to the said Tithes so demised; and that the Rent reserved and made payable in and by every such Lease shall be made payable during the whole Term of such Lease, and shall be the best annual Value of such Tithes that can be had or gotten for the same at the Time of making such Lease, without Fraud or Covin, and without any Fine, Premium, or Foregift being taken or received by or paid to the Lessor of such Tithes.

Indenture and Counterpart shall be signed and sealed, with Description and Map of Lands chargeable with Tithes.

Rent best annual Value without Fine.

Consent of the Ordinary to be indorsed before Execution, on all Leases by Deans or inferior Dig-

III. And be it further enacted, That every such Lease which shall be made by any Dean or other Ecclesiastical Dignitary, or Parson or Incumbent of lower Rank, or by any Ecclesiastical Body Corporate, shall be made with the Consent and Approbation of the Ordinary of the Diocese; and that before the Execution of such Indenture of Demise, or the Counterpart thereof, the Consent and Approbation

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of the said Ordinary shall be indorsed on such Indenture and Counterpart, and shall be subscribed by such Ordinary with his Name and the Day and Year on which such Consent and Approbation shall be signified. nitaries, or Ecclesiastical Corporations.

IV. And be it further enacted, That a Memorial of every such Indenture of Lease, with such Map or Terre Chart or Ground Plan thereto annexed, shall be lodged in the Registry of the Diocese within which the Lands out of which the Tithes demised by such Lease shall be issuable, shall lie and be situate, within Six Calendar Months next after the Date and Execution of such Lease; and that such Memorial shall be written upon Vellum or Parchment, and directed to the Registrar of such Diocese, and shall be under the Hand and Seal or Hands and Seals of some One or more of the Parties to such Indenture of Lease, and shall be attested by One of the Witnesses to such Indenture of Lease, and such Witness shall, by Affidavit at the Foot of such Memorial, made before the said Registrar (who is hereby empowered and required to administer the same) prove the Signing and Sealing of such Memorial, and the Execution of such Indenture and Counterpart, by One at least of the Parties thereto respectively, and also the Signature of the Patron and Ordinary respectively endorsed on such Indenture and Counterpart, in all Cases where such Endorsements or either of them shall be necessary under this Act; and such Indenture and Counterpart shall be produced, together with such Memorial, to such Registrar, who shall thereupon certify on the Back of such Indenture and Counterpart the Registration thereof, and the Day whereon the same shall be so registered, and shall make an Entry of such Memorial in a Book to be kept for that Purpose, with a sufficient Index for the Purpose of Reference, and shall deposit the said Memorial amongst the Archives of such Diocese; and every such Registrar shall be entitled to receive a Fee of Two Shillings and Sixpence and no more, for or in respect of such Registration; and every Person shall be entitled to inspect such Registry, and to have a Copy of any such Entry, or of any such Memorial, on paying for the same respectively a Sum of Two Shillings and Sixpence and no more; and such Endorsement of Registry upon such Indenture and Counterpart as aforesaid shall to all Intents and Purposes be good and sufficient Evidence of the Registration thereof, according to the Terms of such Endorsement. A Memorial of every such Lease shall be registered with the Registrar of the Diocese. Fee for Registry, 2*s.* 6*d.* Fee for Inspection or Copy, 2*s.* 6*d.*

V. And be it further enacted, That no such Lease or Leases, or Counterpart or Counterparts, or Memorial or Memorials, shall be liable or subject to the Payment of any Duty in respect of any Stamp or Stamps thereon; nor shall any Stamp or Stamps be required to be imposed thereupon; any Act or Acts to the contrary notwithstanding. Leases to be free from Stamp Duty.

VI. And be it further enacted, That from and after such Registry, every such Lease so registered shall be good, valid, and effectual during the Continuance of such Lease, not only against the Parties thereto, for and during the Continuance of the Interest of such Parties in the said Lands, but also against all Persons claiming under them, and the Successor or Successors of all such Ecclesiastical Dignitaries and Lease valid during the whole Term demised, against the Lessors and their Successors, &c. and

against Assignees of Lessees, and all future Occupiers.

and Persons and Bodies Corporate respectively, on the one Part; and on the other Part, against all and every Person or Persons who shall succeed to the Ownership or Possession, or be or become Occupiers or Proprietors of the Lands out of which such Tithes shall be payable, either by Assignment or other Title from or under the original Lessee of such Tithes, or by reason or means of any Forfeiture or Breach of any Covenant or Condition for Payment of Rent or otherwise; and

Such Lease shall suspend the Right of taking Tithes, or any Payment for Tithes, except the Rent reserved.

such Lease shall, from and after such Registry thereof, be deemed and taken to be, and to amount in Law and in Fact, to a Suspension of the Right of claiming or taking the Tithes thereby demised, or of any Payment in respect of the same, other than the Rent reserved in such Lease, for and during the Continuance of such Lease; and the Occupier or Occupiers of such Land, and every Part thereof, shall from Time to Time, during the Continuance of such Lease, hold such Land freed and discharged of and from all Tithes, and of and from all Payment in respect of Tithes, other than the Rent reserved in and by such Lease, if made to the Occupier of such Lands at the Time of the Execution of such Lease, except in Cases herein-after specially provided for.

Where Fine is taken, Lease shall be void.

VII. Provided always, and be it enacted, That if any Spiritual Dignitary or Person, or Body Corporate, who shall make any Lease of Tithes under this Act, shall receive or take any Fine, Foregift, Grant, or Compensation, or any Sum of Money or Consideration whatever, other than the Rent reserved by such Lease pursuant to this Act, then and in such Case such Lease shall be absolutely void and of no Effect; any thing in the said Lease or Demise to the contrary in anywise notwithstanding.

Lease of Tithes made to Tenant for Years shall not be valid beyond the Interest of the Tenant, or his Assignee.

VIII. Provided also, and be it enacted, That no Lease of Tithes which shall be made to any Tenant for Years of any Land out of which such Tithes shall be issuable, shall be valid or effectual beyond the Term of Years for which such Tenant or his Assigns shall hold such Land under or by virtue of a Lease of such Land in Existence at the Time of the making the Lease of such Tithes, or of some Renewal of such Lease of such Land; and that no Lease of Tithes which shall be made to any Tenant or Occupier of any Land out of which such Tithes shall be issuable, at any Time after any Declaration in an Action of Ejectment at the Suit of the Landlord of such Tenant shall have been duly served upon such Tenant, shall be valid or effectual after final Judgment against such Tenant in such Action of Ejectment; but in such Cases, or either of them, every such Lease of Tithes shall become and be deemed to be expired and determined; any thing in this Act contained to the contrary in anywise notwithstanding.

Lease of Tithes made to Tenant after Declaration in Ejectment, shall be determined by Judgment against Tenant.

Rent shall be a Charge on the Land, and leviable by the Collector of Grand Jury Cess, or other Person appointed, with

IX. And be it further enacted, That the Amount of the Rent reserved in and by every such Lease of Tithes, and all Arrears thereof from Time to Time, not exceeding the Amount of One whole Year's such Rent, shall be a Charge on the Lands specified in such Lease during the Continuance of such Lease; and that it shall be lawful for the Lessor in every such Lease to levy the Amount of such Rent, or to cause the same to be levied on and from such Lands,

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in preference to any other Charge thereon, whether for Rent of the said Lands, or for any Taxes or Assessments, Parliamentary or other; and it shall and may be lawful for such Lessor to appoint the Collector of the Grand Jury Cess for the Barony in which such Lands shall be situate, or any other Person or Persons, to collect and levy such Rent so reserved in and by any such Lease of Tithes, from Time to Time as the same shall come due; and every such Collector or other Person or Persons so appointed shall collect and levy, and is and are hereby authorized, empowered, and required to collect and levy, all and every Sum and Sums of Money which shall become due from Time to Time in respect of such Rent, with the like Powers and Authorities, and in like Manner, to all Intents and Purposes, as the Collectors of Grand Jury Cess are empowered to levy any Money under the Presentment of a Grand Jury, and under the Warrant of the Treasurer of the County, and with all the like Remedies in case of Nonpayment thereof, or of any Part thereof, as are prescribed by Law with respect to any Money to be levied under any Presentment of a Grand Jury; and such Money when so levied, shall be paid over to the Lessor or his Successors, who shall be entitled to the same under such Lease, deducting only such reasonable Charges as shall be agreed between such Lessor or his Successors, and such Collector or other Person appointed to collect and levy such Rent, to be paid for the collecting and levying the same.

like Remedies as Grand Jury Cess.

X. Provided always, and be it enacted, That the Lessors of all such Tithes as shall be demised or leased under this Act, shall and may have such Remedies by Suit at Law, against the Lessees in such Lease, and their Heirs, Executors, Administrators, and Assigns respectively, as the Lessors of any Land may have against their Lessees; and that it shall and may be lawful for the Lessors of such Tithes to distrain on the Lands out of which such Tithes shall be issuable, or any Part thereof, for such Arrears of Rent as shall at any Time remain due and unsatisfied, not exceeding the Amount of One Year's Rent; and such Distress shall be subject to all such Rules, Regulations, and Provisions, as Distresses for the Rent of Land under any Act or Acts, or Law or Laws, in force in *Ireland* relating to such Distresses.

Lessors may sue or distrain for Rent, as in case of Lands.

XI. And be it further enacted, That whenever, under the Provisions of this Act, any Tithes shall be demised to any Person having a Freehold or Leasehold Interest in the Land out of which such Tithes shall be issuable, and such Person shall afterwards let, set, or demise such Land, or any Part thereof, to any other Person or Persons, such Lease or Demise of such Land shall be made free from the Payment of Tithes during the Continuance of the Lease of such Tithes; and in such Case it shall and may be lawful for the Lessee or Occupier of such Land to pay the Amount of the Rent of such Tithes as shall be due from Time to Time, to the Lessor of such Tithes, or to the Person employed to collect the Rent of such Tithes, and it shall be lawful for such Lessee or Occupier of such Land to deduct the Amount of all such Payments from Time to Time out of the Amount of Rent payable by such Lessee or Occupier of such Land to his immediate Landlord, and the Receipt or Acquittance

Owner of Land the Tithes of which are leased to him, shall let such Land Tithe-free, and the Occupier paying the Tithe may deduct it out of his Rent;

of such Lessor of such Tithes, or of such Collector, shall be a good and sufficient Discharge to the Lessee or Occupier of such Land for so much of the Rent payable by such Lessee or Occupier to such Landlord as the Sum specified in such Receipt shall amount unto; and every such Landlord shall accept such Receipt in Payment of so much of the Rent payable by the Lessee or Occupier to him: Provided nevertheless, that such Deduction shall not be held to be a Discharge of any Portion of any Gale or Quarterly or other Payment of Rent, due by such Lessee or Occupier of such Land, so as to prejudice the Right of such Landlord to recover the Possession of such Land by Ejectment for Non-payment of the Rent thereof, in any Case where the remaining Portion of such Gale shall be unpaid, but that it shall and may be lawful for such Landlord to proceed for the Recovery of such Land by Ejectment, as effectually as if the entire Gale of Rent, out of which such Deduction is hereby allowed, had remained wholly due and unpaid to such Landlord.

but such Deduction shall not be a Discharge to prevent Ejectment for Non-payment if any Part remains unpaid to the Landlord.

XII. Provided always, and be it enacted, That whenever any Agreement for a Lease or Demise of Tithes shall be entered into between any Person or Persons beneficially interested in such Land as aforesaid, out of which such Tithes shall be issuable, not being the actual Occupier of such Land, and any Ecclesiastical Person or Body Corporate or Impropriator herein-before mentioned, pursuant to the Provisions herein-before mentioned, it shall and may be lawful for such Person or Persons so beneficially interested in such Land to serve or cause to be served, a Notice in Writing personally on the Occupier or Occupiers of such Land, or any Part thereof, having an Interest therein for any Term not exceeding Seven Years, or for One Life only, requiring such Occupier or Occupiers to become a Party or Parties to such Lease or Demise, and such Notice so served shall contain the Particulars of such Lease or Demise with respect to the Lands out of which such Tithes shall be issuable, and the Rent reserved for the Tithes thereof, and shall specify the Place where such Person or Persons so beneficially interested reside, or at which the Answer to such Notice shall be required to be given; and in case such Occupier or Occupiers shall not, within the Space of Fourteen Days next after being served with such Notice, signify his, her, or their Consent in Writing to become Party to such Lease or Demise, and cause the same to be duly served at the Place specified for that Purpose in the Notice from the Person or Persons so beneficially interested in such Land, or if such Occupier or Occupiers after signifying such Consent shall refuse to become Party or Parties to such Lease or Demise, or shall refuse to sign the Counterpart of such Lease on being required so to do, and the same being tendered for such Purpose, it shall and may be lawful for the Person or Persons so beneficially interested in such Land, having duly executed the Counterpart of such Lease of the Tithes issuing out of such Land, pursuant to the Provisions of this Act, and his or their Heirs, Executors, Administrators, or Assigns, having paid the Rent reserved by such Lease, at all Times during the Continuance of such Lease, and of the Interest of such Occupier or Occupiers aforesaid, to have, use, and exercise all such Rights and Powers for the Recovery

Owner of Land having agreed for Lease of Tithes shall give Notice to Occupier, not having more than a Seven Years Term, or for One Life only, to be a Party to such Lease; and on his Refusal, the Owner being Lessee, may recover the Tithes against such Occupier.

covery of the Tithes issuing out of the Lands holden by any such Occupier or Occupiers, during the Period for which such Rents shall have been paid, as the Owner of such Tithes had for the same previous to the making of any such Lease of such Tithes; and such Person or Persons so beneficially interested in such Land shall and may sue for, levy, and recover such Tithes accordingly, to all Intents and Purposes, as if no such Lease had been made; any thing in this Act contained to the contrary in anywise notwithstanding.

Persons beneficially interested on executing Counterpart of Lease answerable for Rent.

XIII. Provided always, That in every such Case the Person so beneficially interested in such Land shall, from the Time of his executing the Counterpart of such Lease as aforesaid, be answerable for the Rent reserved in and by such Lease, as fully, to all Intents and Purposes, as if he were in the actual Occupation of the Lands out of which such Tithes shall be issuable.

Occupier not liable to Lessor of Tithes for Rent of Tithe beyond the Amount of Rent paid for Land occupied by him; nor to Lessee for Tithes of any Land not held by such Occupier.

XIV. Provided also, and be it enacted, That whenever any Tithes shall be demised to any Person beneficially interested in the Land out of which such Tithes shall be issuable, not being the actual Occupier of such Land, the Occupier or Occupiers of such Land, or of any Part thereof, shall not in any Case be liable to the Payment of the Rent, or any Part of the Rent of such Tithes, to the Lessor of such Tithes, nor to any Distress for the same, beyond the Amount of the Rent payable by such Occupier or Occupiers respectively, for the Land actually holden by such Occupier or Occupiers; and that no Occupier or Occupiers of Land shall be liable to any Person beneficially interested in such Land, and being Lessee of such Tithes, for the Payment of the Tithes of any Lands not actually holden by such Occupier; any thing contained in this Act, or in any Lease or Demise of such Tithes, or any Law, Usage, or Custom to the contrary in anywise notwithstanding.

The Possession of the Land by the Occupier under such Lease discharged of Tithes; or the Receipt of Tithes by his Landlord, shall be deemed the Possession of the Tithes by the Lessor.

XV. And be it further enacted, That the Possession and Enjoyment of the Lands out of which such Tithes shall be issuable by the Occupier of such Lands, discharged from the Payment of such Tithes, for the Continuance of the Lease of such Tithes, or the Receipt of such Tithes by the Landlord of such Occupier in the Case herein-before provided for, during any Part of the Term of the Lease of such Tithes, shall be deemed and taken to be, in Law and in Fact, tantamount to and to be the actual Possession and Enjoyment of such Tithes by the Lessor or Lessors of such Tithes, and of his or their Successor or Successors, and shall and may be so alledged and insisted upon in all and every or any Proceedings and Proceeding in Law and Equity, in all Cases whatsoever.

Lessee of Tithes having a new Term in the Lands, may renew the Lease of Tithes within the last Three

XVI. And be it further enacted, That if at any Time during the Three Years next preceding the End, by Effluxion of Time, of the Term demised by any Lease or Demise of Tithes to be made under the Regulations of this Act, the Lessee or Lessees of such Tithes under such Lease, or the Executors, Administrators, or Assigns of such Lessee or Lessees, shall be or become possessed of an Interest in such Lands, which may continue longer than the Term remaining in the Lease

Years previous to its Determination.

Lease of such Tithes, whether such longer Term or Interest in such Lands shall be a Part of the original Interest of such Lessee, or shall be held or obtained by virtue of any new Lease or otherwise, and such Lessee or Lessees of such Tithes shall be disposed to obtain a Renewal or new Lease of such Tithes, then and in any such Case it shall and may be lawful to and for the Parties interested in such Lease of Tithes respectively, to grant and receive a Renewal or new Lease of such Tithes, either alone or together with any other Tithe or Tithes, in like Manner and under all such and the same Restrictions, Qualifications, Conditions, and Requisites, as are herein-before required with respect to every such Lease of Tithes; and every such new Lease shall commence and take effect from the making thereof; and when such new Lease of such Tithes shall be complete in all respects, and duly registered in Manner required by this Act, the same shall not be avoided or impeached by reason of the Existence of such former Lease, but from the Registration of such new Lease, the former Lease shall cease and determine to all Intents and Purposes, except only as to the Recovery of any Rent then due under the same: Provided always, that nothing herein contained shall extend or be construed to extend to authorize the Surrender or Renewal of any Lease of Tithes made under this Act, at any Time more than Three Years distant from the End of the Term originally demised by any such Lease; and that any Lease, made at any Time more than Three Years distant from the End of such original Term, by Effluxion of Time, shall be null and void to all Intents and Purposes whatsoever.

Not to authorize Renewals, except within the last Three Years of the Term originally demised.

Form of Lease of Tithes.

XVII. And to prevent Doubts and Disputes as to the Form of the Lease of such Tithes, be it enacted, That every such Lease shall be in the Form here following, or in some other Form of Words of that or the like Effect; that is to say,

'THIS Indenture, made the Day of
'between *A. B.* (the Lessor of the Tithes) of
'of the one Part; and *C. D.* [*or, C. D. & E. F.*] (the Person or Persons beneficially interested in the Land, *as the Case may be*, to whom 'the said Lease is to be made) of the other Part: Whereas the said 'C. D. [*or, C. D. & E. F. as the Case may be*] is [*or* are] entitled to 'all that and those [*here describe the Lands*] situate, lying, and being 'in the Parish of [if any] Barony of [if any] and County of
'for the Term of Years, or for and during the Life
'[*or* Lives] of [*here set out the Lessee's Interest:*] And whereas the 'said Lands are subject to the Payment of Tithe, *or*, Half or other 'Portion of Tithe, to the said *A. B.* and his Successors [*here set out 'in what Right they are entitled to the said Tithe, or Half or other 'Portion of Tithe:*] And whereas the said *A. B.* (with the Consent 'of *G. H.* Patron, &c. and *I. K.* Ordinary, &c. (*as the Case may be*), 'testified by Indorsement on this present Indenture) hath agreed to 'demise the said Tithe, *or*, Half or other Portion of Tithe of the said 'Lands, according to the Statute in such Case made and provided, on 'the Terms herein-after contained: Now this Indenture witnesseth, 'That the said *A. B.*, for and in consideration of the Rents and 'Covenants herein-after contained, hath demised, granted, and set, 'and by these Presents doth demise, grant, and set, all and every the 'said

'said Tithes, *or*, Half or other Portion of Tithes, so payable to 'the said *A. B.* and his Successors, out of the said Lands and every 'Part and Parcel thereof, to have and to hold the same to the said 'C. D. [*or*, to the said *C. D. & E. F. as the Case may be*], or to 'his [*or* their] Heirs, Executors, Administrators, and Assigns, being 'Occupiers [*or* Owners] of the said Land, from the First Day of *May* 'last past [*or* next coming, *as the Case may be*] for and during and 'unto the full End and Term of Years '[*adding, if the Interest of such Lessee shall be for a Life or Lives 'not renewable, these Words, to wit*; "provided the said Life or Lives 'of any of them (*as the Case may be*) shall so long continue"]; and 'the said *C. D.* [*or, C. D. & E. F. as the Case may be*] in Consideration 'thereof, hath given and granted, and by these Presents doth give 'and grant, unto the said *A. B.* and his Successors, One yearly Rent 'or Sum of clear of all Taxes, 'Charges, Assessments, and Impositions whatsoever, to be issuing out 'of all that and those the Lands and Tenements aforesaid, to have and 'to hold the said yearly Rent or Sum of 'to the said *A. B.* and his Successors from the First 'Day of *May* aforesaid, for and during the Continuance of the Demise 'so made to the said *C. D.* [*or C. D. & E. F. as the Case may be*] as 'aforesaid; the said yearly Rent or Sum to be paid and payable by Two 'equal Half-yearly Payments, on every First Day of *November* and 'First Day of *May* during the said Term; and further, the said *C. D.* '[*or C. D. & E. F. as the Case may be*] doth [*or* do, and each of 'them doth] grant and agree, to and with the said *A. B.* and his 'Successors, that in case the said yearly Rent, or any Gale or Part 'thereof, shall at any Time be due and unpaid by the Space of Three 'Calendar Months after any of the said Days of Payment thereof, 'then and in every such Case it shall and may be lawful to and for 'the said *A. B.* and his Successors, unto the said Lands and Tene-'ments, or any Part or Parts thereof, to enter and distrain, and the 'Distress and Distresses there found to take, lead, drive, carry 'away, sell, and dispose of, according to Law, for the Recovery 'of the Sum or Sums to them due, and the reasonable Costs of so 'recovering the same: And it is hereby further agreed, by and be-'tween the said Parties, that in case the said Rent, or any Gale 'thereof, shall be due, behind, and unpaid, for the Space of Three 'Calendar Months next after any of the said Gale Days respectively, 'then and in every or any such Case, the said Demise herein-before 'contained, and every Part thereof, shall, at the Election of the said 'A. B. and his Successors, but not otherwise, be and be deemed 'and taken to be null and void, to all Intents and Purposes, 'from the said Gale Day; and in such Case it shall and may be 'lawful to and for the said *A. B.* and his Successors, to take 'and receive all and every Tithe, *or*, Half or other Portion of 'Tithe, of the Growth, Produce, or Increase of the said Lands, 'or of any Part thereof, which shall have been severed since the 'said Day from which such Lease shall be so void, or to proceed 'for or in respect of the Subtraction thereof, in the same Manner 'in all respects as if this Lease had not been made: And the said 'C. D. for himself, his Heirs, Executors, Administrators, and 'Assigns, doth hereby covenant, promise, and agree, to and with the

'said *A. B.* and his Successors, that he the said *C. D.* his Heirs, 'Executors, Administrators, and Assigns, or some of them, shall and 'will from Time to Time hereafter, well and truly pay or cause to 'be paid, unto the said *A. B.* and his Successors, the said Yearly 'Rent or Sum of at the Days and 'Times herein-before mentioned for the Payment thereof, by even 'and equal Portions as aforesaid; [*or*, the said *C. D.* and *E. F.* do 'respectively for themselves, their Heirs, Executors, Administrators, 'and Assigns, covenant, promise, and agree to and with the said '*A. B.* and his Successors, that they will respectively, from Time to 'Time hereafter, when and so long as their Interest shall continue 'to be, or shall become vested in possession, well and truly pay or 'cause to be paid, to the said *A. B.* and his Successors, the said 'Yearly Rent or Sum of by equal 'and even Portions as aforesaid]: In Witness whereof the Parties 'aforesaid have hereunto set their Hands and Seals, the Day and Year 'first above written.'

No Action for defeating any Lease shall be brought unless Six Months Notice shall be given.

XVIII. And be it further enacted, That no Action or other Proceeding whatever shall be had or taken, by any Person whomsoever, for the avoiding or defeating of any Lease of Tithes made under the Provisions of this Act, unless such Person shall give Notice in Writing of such his Intention, Six Calendar Months at least before the Expiration of some Year, reckoning from the Commencement of such Lease, to the Party or Parties against whom such Action or Proceeding shall be intended to be had or brought; and such Notice shall particularly specify and set forth the Cause or Causes for which such Lease is sought to be avoided or defeated.

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