

ANNO SEPTIMO

GEORGII IV. REGIS.

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CAP. XXIX.

An Act to amend the Law of *Ireland* respecting the Assignment and Sub-letting of Lands and Tenements. [5th *May* 1826.]

WHEREAS it is expedient to ensure the Fulfilment of the Covenants and Conditions in existing Leases of Lands and Tenements in *Ireland*, for preventing the Assignment or Sub-letting of the Lands and Tenements demised thereby, and to make more effectual Provisions to restrain such Assignment or Sub-letting in future; 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 where Lands or Tenements in *Ireland* are or shall be holden under any Lease, Instrument, or Agreement in Writing, in force at the Time of the passing of this Act, or which shall be made or entered into at any Time on or before the First Day of *June* One thousand eight hundred and twenty-six, which Lease, Agreement, or Instrument shall contain any Condition or Covenant prohibiting, controlling, or regulating the Assignment or Sub-letting of the Lands or Tenements demised or agreed to be demised thereby, or of any Part thereof, no Act, Matter, or Thing whatever to be done or acquiesced in by the Lessor, or Person contracting to lease by such Deed or Instrument, or by his or their Heirs, Executors, Administrators, or Assigns, shall be deemed, taken,

Where Lands are held under Lease made before 1 June 1826, with Covenant against sub-letting, no future Act of the Landlord shall be deemed a Waiver of such Covenant, unless

he be a Party to the Instrument of sub-letting, or his Consent be given in Writing.

taken, or construed, in any Court of Law or Equity, to be or to amount to a Waiver of the Benefit of any such Condition or Covenant; and that in any Action or Actions for the Breach of any Condition or Covenant, committed at any Time after the said First Day of *June* One thousand eight hundred and twenty-six, such Lessor or contracting Party, and his and their Heirs, Executors, Administrators, and Assigns, shall be entitled to recover the Possession of such Lands or Tenements by virtue of any such Condition, or any Penalty for the Breach of any such Covenant, according to the Provisions of any such Condition or Covenant respectively, unless it shall be expressly proved that such Assignment or Sub-letting was made with the Consent of such Lessor or contracting Party, his or their Heirs, Executors, Administrators, or Assigns, testified, where such Assignment or Sub-letting shall be by Deed or written Instrument, by his or their being a Party to and signing and sealing such Deed or written Instrument, or where such Assignment or Sub-letting shall not be by Deed or written Instrument, testified by his or their Consent in Writing, or unless the Benefit of such Condition or Covenant shall have been expressly waived by some Writing signed by the Party entitled to the Benefit thereof.

Lessee sub-letting without Consent, shall not have any Remedy for the Rent or Occupation of the Land.

II. And be it further enacted, That in all Cases the Person assigning or sub-letting contrary to this Act, without such Consent, signified as herein-before directed, shall not have or be entitled to any Remedy by Distress or otherwise for Recovery of any Rent or Sum reserved in and by any Deed, written Instrument, or other Agreement, by which such sub-letting or assigning shall be made, or for the Occupation of any of the Lands or Tenements so assigned or sub-letten; any thing in any such Deed, Instrument, or Agreement, or any Law, Statute, or Usage to the contrary in anywise notwithstanding.

Where Lands shall be held by Lease made after 1 June 1826, not containing a Clause authorizing the sub-letting (except as herein mentioned), Lessees shall not assign or sub-let without express Consent of the Lessor in Writing, or by Indorsement on the Deed, &c.

III. And be it further enacted, That where Lands or Tenements in *Ireland* shall be held by virtue of any Lease or Agreement for a Lease, which shall be executed or entered into at any Time after the First Day of *June* One thousand eight hundred and twenty-six, not containing a Clause expressly authorizing and empowering the Lessee or Tenant to assign or sub-let (other than a Lease for a Term of Ninety-nine Years or upwards, or a Lease for Lives or Years with a Covenant for perpetual Renewal, or a Lease held immediately under any Persons or Bodies Corporate or Ecclesiastical, or held under any Person or Persons deriving from the immediate Lessee of such Persons or Bodies Corporate or Ecclesiastical, with a *toties quoties* Covenant for Renewal), it shall not be lawful for such Lessee or Tenant, his or their Heirs, Executors, Administrators, or Assigns, to assign or sub-let, either by written Instrument or otherwise, any such Lands or Tenements or any Part thereof, without the express Consent of the Lessor or contracting Party in such Lease or Contract, his or their Heirs, Executors, Administrators, or Assigns, testified, where such Assignment or Sub-letting shall be by Deed or written Instrument, by his or their being Party to and signing and sealing such Deed or written Instrument, or by his or their written Indorsement on such Deed or Instrument, ratifying or confirming the same, or where such Assignment or Sub-letting shall not be by Deed or

written Instrument, testified by his or their Consent in Writing; and every such Assignment or Sub-letting, and every Lease, Deed, or Instrument, or other Agreement or Proceeding, whereby such Assignment or Sub-letting shall be made without such Consent as aforesaid, and testified as aforesaid, shall be and be deemed wholly void and invalid to all Intents and Purposes whatsoever; any Law, Statute, or Usage to the contrary in anywise notwithstanding, unless such Consent shall be endorsed or executed in Writing as aforesaid; and that in any Proceeding in Law or Equity relating to such Assignment or Sub-letting, the Party so assigning or sub-letting, or the Party to whom such assigning or sub-letting shall be made or attempted to be made, shall not be entitled to avail himself of any constructive or parol Waiver of the Benefit of this Act, by or on behalf of any such Lessor or contracting Party.

And no constructive Waiver of this Act shall be allowed.

IV. Provided always, and be it enacted, That where any actual Waiver of the Benefit of any Condition or Covenant in any Lease as aforesaid, or of the Benefit of this Act, on the Part of any Lessor or Person contracting to lease, or his or their Heirs, Executors, Administrators, or Assigns, shall be proved to have taken place in any one particular Instance, such actual Waiver shall not be assumed or deemed or construed to extend to any Instance, or to any Breach or Breaches of Covenant or Condition, other than that to which such Waiver shall specially relate, nor to be a general Waiver of the Benefit of any such Covenant or Condition, or of the Benefit of this Act.

Particular special Waiver shall not extend to other Cases, nor be deemed a general Waiver.

V. And be it further enacted, That in all Cases where any Person, or his Heirs, Executors, or Administrators, who is or shall be seised or possessed of any Lands or Tenements in *Ireland*, under any Assignment or Sub-letting made with the Consent of the Lessor or Person contracting with the Person so assigning or sub-letting, or his or their Heirs, Executors, Administrators, or Assigns, according to the Provisions herein-before contained, shall, at any Time after the First Day of *June* One thousand eight hundred and twenty-six, duly pay and satisfy the Rent due from such Person or Persons, his or their Heirs, Executors, or Administrators, to the Person or Persons, or his or their Heirs, Executors, Administrators, or Assigns, who shall have so assigned or sub-let such Lands or Tenements with such Consent as aforesaid, the Receipt of such Person so assigning or sub-letting, or of his Heirs, Executors, Administrators, or Assigns, shall be a full and sufficient Discharge to such Person or Persons who shall have paid such Rent, and to his and their Heirs, Executors, or Administrators, as well against the Person or Persons so assigning or sub-letting, as also against the Lessor or Person contracting with the Person so assigning or sub-letting, and who shall have given his or their Consent to such Assignment or sub-letting, signified as herein-before provided; and the Person or Persons so having paid such Rent, or his or their Heirs, Executors, or Administrators, or his or their Goods, Chattels, or Effects, Lands or Tenements, shall not be subject or liable to the Payment of or to any Distress or other Remedy for any Rent due to such consenting Party or Person, or to any Person deriving under him by virtue of any Title subsequent to the giving of any such

Persons holding Lands under an Assignment with Consent of Lessor, and paying Rent to the Party sub-letting, shall be acquitted against the Lessor so consenting, or any Person deriving Title under him.

such Consent as aforesaid; any Law, Usage, or Custom to the contrary in anywise notwithstanding.

On Failure of Payment of the Rent by the Party assigning with Consent, the Landlord may give Notice to Sub-tenants to pay their Rents to him.

VI. Provided always, and be it enacted, That in any Case in which any Lessee, having received such Consent as by this Act is required to the Assignment or Sub-letting of any Lands or Tenements, or the Heirs, Executors, or Administrators of any such Lessee, shall not duly pay the Rent reserved in and by the Lease under which such Lands or Tenements shall be held by such Lessee, to the Party entitled to receive the same, it shall be lawful for the Party entitled to such Rent, at any Time when there shall be due to him Two or more full Gales or Portions of the Rent reserved in such Lease, to give Notice in Writing, in the Form contained in the Schedule annexed to this Act, to all and every Persons or Person who shall be then in Occupation of the Lands and Tenements which shall have been assigned or sub-let with such Consent as aforesaid, requiring each and every such Person to pay to the Party giving such Notice the Rent reserved upon the Holding or Holdings of any and every such Person respectively.

After such Notice, Sub-tenants shall pay to the Superior Landlord, and his Receipt shall be their Discharge.

VII. And be it further enacted, That from and after the Delivery of such Notice to any Person in Occupation of such Lands or Tenements as aforesaid (by being left at the House or usual Place of Abode of any such Person, either with such Person, or with some one of the Family of such Person above the Age of Sixteen Years,) every such Person shall pay to the Landlord signing such Notice, or to his Heirs, Executors, Administrators, or Assigns, all and every Sums and Sum whatever due or to grow due for Rent from such Person to the Lessee so having assigned or sub-letten, with such Consent as aforesaid, or to his Heirs, Executors, or Administrators; and from and after such Notice as aforesaid, and until the Satisfaction of all the Sums due to the Person giving such Notice, on account of all Rent due from such Lessee having so assigned or sub-letten as aforesaid, the Receipt of the Person giving such Notice, or his Heirs, Executors, Administrators, or Assigns, shall be a full and sufficient Discharge to the Person or Persons in the Occupation of such Lands or Tenements who shall have paid such Rent, and to his and their Heirs, Executors, or Administrators, against the Person having so assigned or sub-letten, or his Heirs, Executors, or Administrators; and the Person or Persons so having paid such Rent, or his or their Heirs, Executors, or Administrators, or his or their Goods, Chattels, or Effects, Lands or Tenements, shall not be subject or liable to the Payment of any Rent, or to any Distress or other Remedy for the same, to any Person under whom such Person or Persons may hold by reason of any such assigning or sub-letting as aforesaid.

Landlord, giving Notice, shall have Power to recover Rents.

VIII. And be it further enacted, That from and after the Delivery of such Notice as aforesaid, and until the Satisfaction of all Rent and Arrears of Rent due to the Party giving such Notice, or his Heirs, Executors, Administrators, or Assigns, he and they shall have and enjoy all such Rights, Powers, and Authorities for the recovering and enforcing the Payment of any Rent due and payable by any Person or Persons occupying the Lands so assigned or sub-let as aforesaid, as

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could or might have been enjoyed, or as could or might have been legally exercised or enforced against any such Person or Persons respectively by the Party so assigning or sub-letting as aforesaid; any thing in this Act, or any Law, Usage, or Custom to the contrary notwithstanding.

Lessees of Lands held under Lease not authorizing the sub-letting (except Leases for 99 Years, &c.) shall not devise to more than One Person.

IX. And be it further enacted, That from and after the First Day of *June* One thousand eight hundred and twenty-six it shall not be lawful to or for any Person or Persons, his or their Heirs, Executors, Administrators, or Assigns, who shall hold any Lands or Tenements under any Lease or Agreement made before the said First Day of *June* One thousand eight hundred and twenty-six, containing any Condition or Covenant against sub-letting or assigning of the same, nor for any Person or Persons, his or their Heirs, Executors, Administrators, or Assigns, who shall hold any Lands or Tenements under any Lease or Agreement which shall be made or entered into any Time subsequent to the said First Day of *June* One thousand eight hundred and twenty-six, not containing a Clause expressly authorizing and empowering the Lessee or Tenant to assign or sub-let (other than a Lease for a Term of Ninety-nine Years or upwards, or a Lease for Lives or Years with a Covenant for perpetual Renewal, or a Lease held immediately under any Person or Bodies Corporate or Ecclesiastical, or held under any Person or Persons deriving from the immediate Lessee of such Persons or Bodies Corporate or Ecclesiastical, with a *toties quoties* Covenant for Renewal), to devise such Lands or Tenements, or any Part thereof, by his or their last Will and Testament, so as to portion or divide such Lands or Tenements to or among several Persons: Provided always, that nothing in this Act contained shall extend or be construed to extend to prevent the Inheritance or Distribution of any Lands or Tenements to or among any Person or Persons who would be entitled thereto according to Law, upon the Decease of any Person or Persons dying intestate.

Not to affect Descent or Distribution on Intestacy.

SCHEDULE to which this Act refers.

FORM of Notice from a Superior Landlord to the Sub-tenant of such Landlord's immediate Lessee.

A. B.

TAKE Notice, That I, the undersigned *C. D.*, Superior Landlord of the Lands and Tenements under-letten to you by *E. F.*, do hereby require you to pay to me the said *C. D.*, or to my Heirs, Executors, Administrators, or Assigns, all Rent and Arrears of Rent payable by you for the said Lands and Tenements, until all Sums due from the said *E. F.* for his Rent of the said Lands and Tenements shall be fully paid and satisfied to me, or my Heirs, Executors, Administrators, or Assigns. Witness my Hand, this Day of

C. D.

To *A. B.* of

LONDON: Printed by GEORGE EYRE and ANDREW STRAHAN, Printers to the King's most Excellent Majesty. 1826.