

ANNO DUODECIMO & DECIMO TERTIO

VICTORIÆ REGINÆ.

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CAP. CV.

An Act for converting the renewable Leasehold Tenure of Lands in *Ireland* into a Tenure in Fee. [1st *August* 1849.]

WHEREAS many Lands in *Ireland* are held under Leases and Under-leases respectively with Covenants for perpetual Renewal, and great Expense is constantly incurred in procuring Renewals under such Covenants, and much Litigation and Inconvenience arise from such Tenures; and it is expedient that such Tenures should be converted, in manner herein-after provided, into Tenures in Fee, and that, except as herein excepted, all Leases and Under-leases of Lands in *Ireland*, with Covenants for perpetual Renewal, granted or made after the passing of this Act, should operate and take effect in manner 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 where Lands in *Ireland* are held under any Lease in Perpetuity the Owner of such Lease in Perpetuity, at any Time after the passing of this Act, and whether the Time for Renewal has or has not arrived, may require the Owner of the Reversion to execute a Grant, according to the Provisions of this Act, of the Lands comprised in such Lease; and the Owner of the Reversion, 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,

Reversioner, &c. to execute Grants in Fee-farm when required by Lessee or Under-lessee in Perpetuity.

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 Lease, and subject to the like Covenants and Conditions for securing the Payment of such 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 or to accept and take a Renewal of such Lease, and such Covenants, Conditions, Exceptions, and Reservations as may be commuted as herein-after mentioned,) as are contained in such Lease, and then subsisting; and where Lands in *Ireland* are held under any Under-lease in Perpetuity of any Degree of Tenure, the Owner of such Under-lease, at any Time after the passing of this Act, and whether the Time for Renewal has or has not arrived, may require the Owner of the Lease or Under-lease in Perpetuity out of which such first-mentioned Under-lease is derived, or the Owner of the Estate of Inheritance which may have been granted in respect of the Lease or Under-lease out of which such first-mentioned Under-lease is derived, to execute a Grant, according to the Provisions of this Act, of the Lands comprised in such first-mentioned Under-lease; and the Owner so required shall thereupon execute a Grant to the Owner of such Under-lease of an Estate of Inheritance in Fee Simple in 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 Under-lease, and subject to the like Covenants and Conditions for securing such Fee-farm Rent as are contained in such Under-lease with respect to the Rent thereby reserved, and subject to such other Covenants, Conditions, Exceptions, and Reservations (save Covenants to grant or to accept and take a Renewal of such Lease, and such Covenants, Conditions, Exceptions, and Reservations as may be commuted as herein-after mentioned) as are contained in such Under-lease, and then subsisting; and upon the Delivery of every such Grant as aforesaid to the Owner requiring the same, he shall execute and deliver to the Owner executing such Grant a Counterpart thereof; and the Expense of the Preparation and Execution of such Grant and Counterpart shall be paid by the Owner to whom the Grant is made: Provided always, that the Owner required to make any such Grant as aforesaid shall not be obliged to execute such Grant until, where the Time for Renewal of the Lease or Under-lease by the Owner of which the Grant is required has not arrived, all such Arrears or Sums, if any, of or in respect of Rent as, if the Time had arrived for Renewal of such Lease or Under-lease and a Bill had been filed for the Renewal thereof, would have been required by a Court of Equity to be paid on such Renewal, and where the Time for Renewal of such Lease or Under-lease has arrived, or where there has

has not been a Renewal of such Lease or Under-lease at or after the Time at which the same might have been last renewed according to the Covenant for Renewal, all such Arrears or Sums, if any, of or in respect of Rent, and also all such Fines and Fees, if any, and Interest as would have been required by a Court of Equity to be paid on Renewal of such Lease or Under-lease are paid: Provided also, that no Owner required to execute any such Grant as aforesaid shall be obliged to execute such Grant where the Right of Renewal is lost both at Law and in Equity; and where any Owner required to execute any such Grant as aforesaid disputes the Right of the Party requiring such Grant to require the Execution of such Grant, such Owner shall, within One Calendar Month after he is so required as aforesaid, serve on the Person by whom such Grant has been required a Notice in Writing stating that the Right to require such Grant is disputed, and the Grounds on which such Right is so disputed.

Grant not to be required where Right of Renewal is lost.

Notice of the Dispute of the Right to be given.

II. And be it enacted, That the Fee-farm Rent to be made payable by every such Grant as aforesaid shall, where the Lease or Under-lease (as the Case may be) to the Owner of which the Grant is made is renewable without Fine, or upon Payment of a Peppercorn or other merely nominal Fine of like Nature, be of the like Amount as the yearly Rent made payable by such Lease or Under-lease, and shall, where such Lease or Under-lease is renewable upon Payment of a Fine or Fines not merely nominal, be of an Amount equal to the aggregate Amount of the yearly Rent made payable by such Lease or Under-lease, and the Value of the Renewal Fine or Fines and Fees (if any), such Value to be estimated or computed with regard to the probable Duration of the subsisting Term, the average Duration of Life, and the respective Periods for Renewal, but without regard to and exclusively of any penal Rents or Sums made payable upon Neglect, Delay, or Refusal to apply for or take Renewal, and to be ascertained as herein-after mentioned if the Parties differ about the same.

Amount of Fee-farm Rent.

III. And be it enacted, That where any subsisting Exception or Reservation contained in the Lease or Under-lease in Perpetuity by the Owner of which a Grant is required as aforesaid, or any Right under Covenant or otherwise annexed or belonging to the Reversion or Estate from the Owner of which a Grant is required, interferes with the proper Cultivation of the Lands comprised in such Lease or Under-lease, the Owner of such Lease or Under-lease requiring such Grant as aforesaid may (if he think fit) require that such Exception, Reservation, or Right should cease, wholly or partially, and in such Case the Grant shall be modified accordingly, and the Fee-farm Rent to be made payable by such Grant shall be increased by such an Amount as is equivalent to the Value of such Exception, Reservation or Right, in so far as it is made to cease as aforesaid, such Amount to

Lessee or Under-lessee may require Exceptions, &c. interfering with Cultivation to be commuted.

to be ascertained in manner herein-after mentioned, in case the Parties differ about the same.

Certain Rights not to be commuted but with Consent.

IV. Provided always, and be it enacted, That where any Right to Timber, Timber Trees or other Trees, Woods, Underwood, or underground Woods, Bogs, Mosses, Turbaries, Mines, Minerals, Quarries, or Royalties, whether under express Exception or Reservation contained in the Lease or Under-lease in Perpetuity or otherwise, is annexed to or belongs to the Reversion or Estate from the Owner of which a Grant is required, it shall not be lawful for the Owner of the Lease or Under-lease in Perpetuity requiring the Grant to require that such Right should cease, either wholly or partially, but in every such Case the Owner of the Reversion or Estate from the Owner of which the Grant is required and the Owner of the Lease or Under-lease requiring the Grant may agree that such Right should cease or pass under the Grant, either wholly or partially, and in such Case the Grant shall be modified accordingly, and the yearly Fee-farm Rent to be made payable by such Grant shall be increased by such an Amount as is equivalent to the Value of such Right, so far as it is made to cease or pass as aforesaid.

Compensation where there is a Loss on the Conversion of the Reversion into a Rent.

V. Provided also, and be it enacted, That where the Estate into which the Reversion from the Owner of which a Grant is required as aforesaid would be converted upon such Grant under the Provisions herein-before contained would not afford full Compensation for the Loss of such Reversion, or of any Power, Benefit, or Advantage incident thereto, or exercised or enjoyed by or on behalf of the Owner thereof under any local or personal Act of Parliament, Charter, Settlement, or otherwise, the Owner of such Reversion may require such Loss to be compensated by such an Addition in respect thereof to the Fee-farm Rent to be made payable under such Grant, or, at the Option of the Owner of such Reversion, by the Payment of such a gross Sum of Money, (the Amount in either Case to be ascertained as herein-after mentioned in case the Parties differ about the same,) as will afford a full Compensation for such Loss, to be estimated according to the Difference in Marketable Value; and where upon a Grant made or to be made under this Act to the Owner of a Lease in Perpetuity such Addition or Payment as aforesaid has been made or may be required to be made, the Owner of such Lease, or of the Estate into which the same has been converted under this Act, upon being required to make a Grant under this Act to the Owner of an Under-lease in Perpetuity derived out of such Lease, may require an Addition to be made to the Fee-farm Rent to be made payable under such last-mentioned Grant, or the Payment of a gross Sum of Money of the like or a proportionate Amount (as the Case may require); and in like Manner where upon a Grant made or to be made under this Act to the Owner of any

Under-lease in Perpetuity an Addition to the Fee-farm Rent payable under such Grant, or the Payment of a gross Sum of Money has been made or may be required to be made under this Provision, the Owner of such Under-lease, or of the Estate into which the same has been converted, may require an Addition to be made to the Fee-farm Rent to be made payable on any Grant which he may be required to execute to the Owner of any inferior Under-lease, or the Payment of a gross Sum of Money of the like or a proportionate Amount (as the Case may require).

By Consent a Portion of the Lands comprised in Lease, &c. may be allocated in lieu of Fee-farm Rent, or the Fee-farm Rent may be charged on Part only of such Lands.

VI. And be it enacted, That, where the Owner required to execute such Grant as aforesaid and the Owner requiring the same shall so agree, a Part of the Lands comprised in the Lease or Under-lease by the Owner of which such Grant is required, and not comprised in any inferior Under-lease in Perpetuity, may be allocated in Fee Simple in lieu of the Fee-farm Rent which would have been made payable by such Grant or of any Portion thereof, or such Fee-farm Rent or any Portion thereof in lieu of which Land is not allocated as aforesaid may be made payable out of any sufficient Part only, to be specified in the Grant, of the Lands comprised in such Lease or Under-lease, and the Residue of the Lands shall be discharged therefrom; and where Land is allocated as aforesaid the same shall by the same Grant be conveyed or surrendered by the Owner of the Lease or Under-lease to the Owner to whom the Fee-farm Rent in lieu of which or of a Portion of which the same is allocated would have been payable.

Grants valid against all Parties.

VII. And be it enacted, That from and after the Execution of such Grant to the Owner of a Lease in Perpetuity, or to the Owner of an Under-lease in Perpetuity, as aforesaid, such Grant shall, where such Grant is made to the Owner of a Lease in Perpetuity, bind all Persons interested in the Reversion and in such Lease, and all Persons bound by such Lease, and such Reversion shall be converted into an Estate of Inheritance in Fee Simple in the Fee-farm Rent made payable by such Grant, and the Conditions, Exceptions, and Reservations therein contained, and all Rights annexed or belonging to such Reversion, saved by and not commuted under this Act; and such Grant shall, where such Grant is made to the Owner of an Under-lease in Perpetuity, bind all Persons interested in the Lease or superior Under-lease, or the Estate of Inheritance granted in respect thereof by the Owner of which the Grant is made, and in the Under-lease to the Owner of which the Grant is made, and all Persons bound by such Under-lease; and the Estate held under such Lease or superior Under-lease, or such Estate of Inheritance as aforesaid, shall be converted into an Estate of Inheritance in Fee Simple in the Fee-farm Rent made payable by such Grant, and the Conditions, Exceptions, and Reservations therein contained, and all Rights annexed or belonging

belonging to the Estate by the Owner of which such Grant is made, saved by and not commuted under this Act; and each such Estate of Inheritance in Fee Simple as aforesaid shall be transmissible and descendible in like Manner as if the same were an Estate of Inheritance in Fee Simple in reversion in the Lands, on which the Fee-farm Rent is charged by the Grant creating the same, having incident thereto the Conditions, Exceptions, and Reservations contained in the same Grant and such Rights respectively as aforesaid; and the Estate of Inheritance created under every such Grant as aforesaid in the Lands comprised therein, save any Part thereof allocated in lieu of a Fee-farm Rent or any Portion thereof under the Provision herein contained, and the Estate of Inheritance so created as aforesaid in the Fee-farm Rent made payable by such Grant, and in any Land so allocated as aforesaid, shall from and after the Execution of such Grant be respectively vested in the same Persons, for the same Estates and Interests, and be respectively subject to the same Uses, Trusts, Provisoes, Agreements, and Declarations, and be respectively charged with and subject to the same Charges, Liens, Judgments, Incumbrances, and Equities, as the Estate held under the Lease or Under-lease in Perpetuity to the Owner of which the Grant is made, and the Reversion or Estate by the Owner of which the Grant is made, were respectively vested in, subject to, and charged with immediately before their Conversion into such respective Estates of Inheritance as aforesaid was effected, or as near thereto as the different Natures of the Estates and the Circumstances of each Case will admit; but all Land allocated as aforesaid shall remain subject to all Demises and Tenancies inferior in Tenure to the Lease or Under-lease by the Owner of which such Land may have been so allocated.

Estates in Fee-farm Rent, &c. to be descendible, &c. as a Reversion.

Estates created under Grants in the Land and Fee-farm Rent to be subject to the old Uses, &c.

Conversion not to revoke testamentary Dispositions.

VIII. And be it enacted, That the Conversion of any Estate under this Act shall not prevent or prejudice the Operation of any Devise, Bequest, or testamentary Appointment, made before such Conversion, of such Estate, or any Interest therein, but such Devise, Bequest, or testamentary Appointment shall operate upon the Estate or Interest created or acquired under this Act, as fully and effectually, to all Intents and Purposes whatever, as the same would have operated upon the respective Estate or Interest previously subsisting if no such Conversion had taken place.

Exception as to Dower and Curtesy.

IX. And be it enacted, That no Conversion under this Act of any Estate shall operate to give Dower or Curtesy to the Widow or Husband of any Person becoming entitled under this Act to an Estate of Inheritance, in any Case where the Estate converted would not have been liable to Dower or Curtesy, and such Widow or Husband was married to such Person before such Conversion, or to defeat or affect any Rights of Lords of Manors or reputed Manors, or of Owners of Reversions in Fee Simple, to Courts Leet or Courts

Saving of Royalties, &c.

Baron, and Services at the same, Escheats, Fairs, Markets, Franchises, Rights, Liberties, Privileges of Chase or Free Warren, Hunting, Hawking, Fowling, Piscaries, Fisheries and Rights of Fishing, or any Rights in any Mines or Minerals, Quarries, or Royalties within or under the Lands included in any Estate converted under this Act, save in so far as the same may be commuted under this Act.

Covenants running with the Lands.

X. And be it enacted, That all Covenants by Law implied on the Part of Landlord or Tenant upon any Lease or Under-lease in Perpetuity to the Owner of which a Grant is made under this Act shall be implied upon such Grant, and every Covenant for Payment of Rent, and every other Covenant contained in pursuance of this Act in any such Grant as aforesaid, in substitution for a like Covenant in the Lease or Under-lease to the Owner of which such Grant is made, where such last-mentioned Covenant is of such a Nature as that the Burden thereof doth by Law run with the Land, and bind the Assignee of such Lease or Under-lease, and every Covenant implied under this Act upon any such Grant where the Burden of the implied Covenant for which the same is in substitution was upon the Owner of such Lease or Under-lease, shall run with the Estate in Fee Simple into which the Estate held under such Lease or Under-lease is converted under this Act, and the Owner or Assignee for the Time being of such Estate in Fee Simple shall be chargeable upon such Covenants in the same Manner and to the same Extent as if he were Owner or Assignee of the Term or Interest created by such Lease or Under-lease, and such Term or Interest, and the Estate out of which such Lease or Under-lease was derived, were still subsisting, and the Benefit of such Covenants shall run with the Estate into which such Estate is converted under this Act, and the Owner or Assignee for the Time being of the Estate created by such Conversion shall have the full Benefit of such Covenants, and be entitled to maintain Actions thereon; and every Covenant contained in pursuance of this Act in any such Grant as aforesaid, in substitution for a like Covenant in such Lease or Under-lease as aforesaid, where such last-mentioned Covenant is of such a Nature as that the Burden thereof doth by Law run with the Estate out of which such Lease or Under-lease was derived, or bind the Assignee of such Estate, and every Covenant implied under this Act upon any such Grant where the Burden of the implied Covenant for which the same is in substitution was upon the Owner of the Estate out of which such Lease or Under-lease was derived, shall run with the Estate into which such Estate is converted under this Act; and the Owner or Assignee for the Time being of the Estate created by such Conversion shall be chargeable upon such Covenants in the same Manner and to the same Extent as if he were Owner or Assignee of such Estate so converted, and such Estate and Lease

Lease or Under-lease were still subsisting, and the Benefit of such Covenants shall run with the Estate in Fee Simple into which the Estate held under such Lease or Under-lease is converted under this Act, and the Owner or Assignee for the Time being of such Estate in Fee Simple shall have the full Benefit of such Covenants, and be entitled to maintain Actions thereon.

As to Covenants contained in Leases granted by the Governor &c. of the Irish Society.

XI. And whereas in Leases in Perpetuity granted by the Governor and Assistants of the new Plantation in *Ulster*, within the Realm of *Ireland*, commonly called the *Irish* Society, are contained Covenants for the Decision, by the Award and Order of the said Society, of Questions, Disputes, or Controversies arising between their Tenants or Under-tenants, and for the Protection of certain Fisheries: Be it enacted, That where there is contained in any Grant under this Act made to the Owner of any Lease or Under-lease in Perpetuity a Covenant in substitution for a like Covenant in such Lease or Under-lease, for or concerning the Decision by the said Society of any Question, Dispute, or Controversy, or for or concerning the Protection of any Fishing, or conferring any other Power, Benefit, or Advantage on the said Society, which Covenant did not by Law run with the Land, such Covenant in such Grant shall run with the Land, and the Provisions of this Act shall be applicable thereto in like Manner as if the Covenant for which the same is in substitution did by Law run with the Land.

Conversion of Lessee's or Under-lessee's Interest not to affect Demises made by him.

XII. And be it enacted, That where the Estate held under any Lease or Under-lease in Perpetuity is converted under this Act into an Estate of Inheritance in Fee Simple, and such Estate was immediately before such Conversion subject to any subsisting Under-lease or Demise at Will, or for any greater Interest, the Fee Simple into which such Estate is so converted shall be the Reversion immediately expectant upon such Under-lease or Demise, and the Rents and Services reserved and made payable upon such Under-lease or Demise shall be incident and annexed to such Reversion, and the Covenants and Agreements, whether express or implied, on the Part both of the Landlord and the Tenant, shall run with the Land and with the Reversion respectively, in the same Manner in all respects and to the same Extent as if such Under-lease or Demise had been made by a Person seised in Fee Simple in Possession, and the Estate in Fee Simple created by such Conversion as aforesaid had been the Reversion expectant upon such Under-lease or Demise; and such Conversion shall not prejudice or affect any Right of Distress, Entry, or Action which has accrued in respect of such Under-lease or Demise before such Conversion.

Rights of superior Owner and

XIII. Provided always, and be it enacted, That no Grant made by the Owner of any Lease or Under-lease in Perpetuity under this Act shall

shall prejudice or affect the Rights of the Owner of the Reversion, or of any Lease or Under-lease superior in Tenure, or of the Estates into which they may be respectively converted under this Act, but all Owners, Lessees, Under-lessees, and Occupiers for the Time being of any Land shall have the like Rights and Equities to be discharged of and indemnified against Fee-farm Rents created under this Act as such Owners, Lessees, Under-lessees, and Occupiers respectively would have had in respect of the Rents incident to the several Reversions or Estates converted into such respective Fee-farm Rents; and the Owners for the Time being of all Fee-farm Rents created under this Act shall be subject to and charged with the like Liabilities, and shall have the like Rights and Equities to indemnify and to be indemnified in respect of such Fee-farm Rents respectively, as they would have been subject to and would have had in respect of the Reversions or Estates which have been converted into such respective Fee-farm Rents in case this Act had not been passed.

Right to Indemnification against superior Rents preserved.

XIV. And be it enacted, That where the Owner of any Under-lease in Perpetuity is entitled to require the Owner of the Lease or Superior Under-lease out of which such first-mentioned Under-lease is derived to procure a Renewal of such Lease or Superior Under-lease, the Owner of such first-mentioned Under-lease may, at the Time of requiring the Owner of such Lease or Superior Under-lease to execute to him a Grant under this Act, and whether the Time for the Renewal of such Lease or Superior Under-lease has or has not arrived, also require the Owner thereof to procure a like Grant to be made to such Owner by the Owner from whom he is entitled under this Act to require such Grant; and where a Grant has been made under this Act to the Owner of an Under-lease in Perpetuity entitled to require the Owner of the Lease or Superior Under-lease in Perpetuity out of which such first-mentioned Under-lease was derived, to procure a Renewal of such Lease or Superior Under-lease, and the Owner to whom such Grant has been made has not at the Time of requiring such Grants required the Owner of such Lease or Superior Under-lease to procure a like Grant to be made to such Owner, and such Grant has not in fact been made to such Owner, the Owner of the Estate into which the Estate under such first-mentioned Under-lease has been converted shall, at the Time when he might if such last-mentioned Estate had not been converted have required the Owner of such Lease or Superior Under-lease to procure a Renewal thereof, be in like Manner entitled to require such Owner to procure a Grant to be made to him under this Act.

Under-lessee entitled to require his Lessor to obtain Renewal may require him to obtain a Grant.

XV. And be it enacted, That where any Lands comprised in a Lease or Under-lease to the Owner of which a Grant is made under this Act of an Estate of Inheritance are comprised in an Under-

Subsequent Grant to Owner of Lease, &c. to feed Grant

previously made by him.

lease in Perpetuity to the Owner of which the Owner of such Lease or first-mentioned Under-lease has previously made a like Grant in such Lands, such first-mentioned Grant shall operate to supply or feed the Grant so previously made and each like Grant (if any) previously made by the Owner of each inferior Under-lease in Perpetuity in the same Lands, or any Part thereof, between which and the secondly before-mentioned Under-lease there is no intermediate Under-lease in Perpetuity subsisting.

Acquisition of Land charged with Fee-farm Rent to operate as Apportionment of Rent.

XVI. And be it enacted, That where any Fee-farm Rent shall be charged upon any Lands by any Grant made under this Act, the Acquisition of a Part of such Lands by the Person entitled to such Fee-farm Rent, whether such Acquisition shall be by Descent, by Purchase, or by Escheat, shall operate so as to extinguish only a proportionate Part of the Rent to which such Person shall be entitled, and the remaining Part of such Rent shall be recoverable out of the Residue of such Lands in the same Manner as the whole Rent would have been recoverable if such Acquisition had not been made; and in such Case such Fee-farm Rent shall be apportioned by the Agreement of the Persons interested, and, in default thereof, according to the relative Amounts of the Value of the Land so acquired and the Value of the Residue of such Lands, in the same Manner as Rent-service is now by Law apportionable upon an Alienation of the Reversion in part of the Lands.

Provision in case Owner is under Disability or abroad.

XVII. And be it enacted, That where the Owner of any Reversion, Lease, Under-lease, or Estate is a Minor, Idiot, Lunatic, Feme Covert, or is not within the United Kingdom, the Guardian, Trustee, Committee of the Estate, Husband, or Attorney respectively of such Owner shall for the Purposes of this Act be substituted in the Place of such Owner, and shall and may execute such Grants and Counterparts, make such Agreements, and do all such other Acts which such Owner, if not under Disability or out of the United Kingdom, should and might have executed, made, and done under this Act.

The Portion added under this Act to any former Rent to be liable to Deduction for Poor Rate.

XVIII. And be it enacted, That where any Fee-farm Rent made payable by any Grant under this Act is greater in Amount than the Rent reserved by the Lease or Under-lease in Perpetuity to the Owner of which such Grant is made, the Party paying such Rent shall not be entitled to deduct from the Party receiving the same any Poundage in respect of Poor's Rate from the Portion of such Rent which by virtue of this Act is added to the Amount of Rent previously payable.

Act not to alter Liability to Tithe Rent-charge.

XIX. And be it enacted, That nothing in this Act contained shall be deemed to affect or alter the existing Liability of any Party or Parties

Parties or of any Estate or Interest in respect of the Payment or Deduction of Rent-charge in lieu of Tithe.

Fee-farm Rent recoverable by like Remedies as Rent-service, &c.

XX. And be it enacted, That the Fee-farm Rent made payable by any Grant under this Act, or by any Grant made after the passing of this Act, shall be recoverable by Distress, Ejectment for Nonpayment of Rent, Action of Debt, Covenant, and all other Ways, Means, Remedies, Actions, Suits, or otherwise, by which Rent-service reserved on any Common Lease or Demise for a Life or Lives is or may be by Law recoverable; and all the Enactments relating to Ejectment for Nonpayment of Rent, Distress, or other Remedies for Recovery thereof, shall apply to every such Fee-farm Rent as aforesaid, as fully and effectually as if the same were Rent-service reserved on a Lease for a Life or Lives; and in Proceedings by Ejectment for Nonpayment of such Fee-farm Rent under the Statutes for the Time being in force in *Ireland* in relation to Ejectment for Nonpayment of Rent made applicable under this Act to such Fee-farm Rent as aforesaid, the Receipt of such Fee-farm Rent for Three Years by the Lessor of the Plaintiff, or any Person or Persons through whom he claims, shall have the same Force and Effect as a similar Receipt of Rent-service reserved on any Lease for Life or Lives would have in Proceedings by Ejectment for Nonpayment of such Rent under such Statutes; and in avowing or making Cognizance for any such Fee-farm Rent in any Action of Replevin in respect of a Distress for such Rent it shall be sufficient for the Person avowing or making Cognizance to avow or make Cognizance generally, that the Lands or Place on which such Distress was made, or from which such Distress was fraudulently removed, (as the Case may be,) were or was at the Time the Rent distrained for accrued and still are or is held under a Grant made under or after the passing of this Act, and that a certain Sum or Portion of the said Rent was in arrear and unpaid, and that the Person avowing, or in whose Right Cognizance is made in respect of the said Rent, is the Person entitled thereto, without further setting forth such Grant, or the Title of such Avowant or Person in whose Right such Cognizance is made to such Fee-farm Rent; and in proceeding by Action of Debt or Covenant for Nonpayment of the Fee-farm Rent made payable by any such Grant as aforesaid, or Nonperformance of any of the Covenants contained in such Grant, or in any other Action or Proceeding in relation thereto, it shall be sufficient for the Plaintiff or Person entitled to such Fee-farm Rent to set forth in the Declaration or other Pleading the Grant, and, where the Case shall require, the Covenants the Nonperformance of which he complains of, and aver that the said Plaintiff or other Person is the Person entitled to the Fee-farm Rent reserved or made payable by such Grant, and, where the Case may require, interested in the Performance of such Covenants, without

without setting forth or deducing his Title thereto; and in such Actions of Replevin, Debt, or Covenant, or other Proceeding founded on such Grant as aforesaid, Proof that the said Plaintiff or other Person, or any Person or Persons through whom he claims, has or have been in possession or in the Receipt of such Fee-farm Rent for Three Years shall be sufficient Evidence of the Title of the Plaintiff or other Person thereto, as in Cases of Ejectment for Nonpayment of Rent under the Statutes in force in relation thereto; and if in any such Action of Ejectment as aforesaid Judgment be given for the Plaintiff, and Execution executed, or if any Entry be made in respect of such Fee-farm Rent as aforesaid, or by virtue of any Condition for Re-entry contained in any such Grant as aforesaid, then the Estate in the Lands acquired under such Judgment and Execution or by such Entry shall be of the like Nature, and shall be subject to the same or the like Uses, Trusts, Charges, Liens, Equities, Rights, and Incumbrances, as if such Judgment and Execution or such Entry had been in respect of an Estate in Reversion, and of a Rent or of a Condition, as the Case may be, incident thereto, and such Estate in Reversion had stood limited to the same Uses and Trusts, and subject to the same Charges, Liens, Equities, Rights, and Incumbrances, to which such Fee-farm Rent stood limited or subject.

In Ejectment for Nonpayment of Fee-farm Rent, Power to redeem given to certain Persons.

XXI. And be it enacted, That if in any Action of Ejectment brought on account of the Nonpayment of any Fee-farm Rent made payable by any such Grant as aforesaid, pursuant to the Statutes for the Time being in force in *Ireland* as to Actions of Ejectment for Nonpayment of Rent, Judgment be given for the Plaintiff, and Execution executed, and the Person who has made default in Payment of the Rent, or the Person who but for such Ejectment would for the Time being have been the Party to make the Payment from Time to Time thereafter becoming due, do not, within Six Calendar Months from the Time of such Execution executed, do such Acts or take such Proceedings as are or may be by Law necessary for the Redemption of the Lands from the said Judgment and Execution (all which Acts and Proceedings he is hereby authorized to do and take in the same Manner and with the same Effect to all Intents and Purposes as if he were the Tenant or Lessee of the Person causing such Ejectment to be brought), then and in every such Case it shall be lawful for the Owner of or any Person having an Estate or Interest in any Fee-farm Rent made payable by any such Grant as aforesaid out of the whole or any Part of such Lands, or for the Owner of or any Person having an Estate or Interest in the Lands out of which such Fee-farm Rent is payable, or any Part thereof, within Nine Calendar Months after such Execution executed, to do such Acts and take such Proceedings for the Redemption

of the said Lands from the said Judgment and Execution, and for obtaining Relief in respect of the same, as under the Statutes last aforesaid any Mortgagee of a Lease might do or take for the Redemption of such Lease, or his Estate or Interest therein, from any Judgment and Execution in any Action of Ejectment for Nonpayment of Rent pursuant to such Statutes, and for obtaining Relief in respect of the same; and any Redemption made pursuant to such Statutes shall operate so as to restore all Estates and Interests in Rents or in Lands which shall have been defeated by the Entry or Ejectment; and when such Redemption as last aforesaid has been made, or when any such Redemption has been made under the Statutes aforesaid by any Mortgagee or any other Person, which Redemption he is hereby authorized to make, all Sums of Money paid or advanced on account thereof, and the Costs thereof, shall be and be deemed a Lien and Charge in favour of the Person paying the same, his Executors or Administrators, not only upon the Estate or Interest of the Person making such Default as aforesaid, but upon all the Inheritance in which such Estate or Interest is subsisting, in priority to all other Interests or Charges whatever upon such Inheritance, save and except any Charges created under the Acts relating to the Drainage of Lands or to the Improvement of Lands in *Ireland;* and such Sums of Money and Costs shall also be recoverable by the Person paying the same from the Person who has made such Default, or his Representatives, in and by an Action of Debt; and all Sums of Money paid and Costs incurred in respect of such Lien or Charge by any Person damnified thereby shall also be recoverable by such Person from the Person who has made default, or his Representatives, in manner aforesaid; and it shall be lawful for any Person having the Benefit of such Lien or Charge, or damnified thereby as aforesaid, to apply by Petition in a summary Way to the Court of Chancery or the Court of Exchequer at the Equity Side thereof for the Appointment of a Receiver over such Estate, Interest, or Inheritance, and which Receiver it shall be lawful for the said Courts respectively to appoint and to continue until all such Sums of Money and Costs, with Interest, and the Costs of such Petition and of the Proceedings thereunder, are fully paid and discharged, and to make such Order in reference to such Petition as to such Courts respectively may seem fit.

Owner of Lease or Under-lease may petition in case of disputed Right, &c.

XXII. And be it enacted, That where the Owner of any Lease or Under-lease in Perpetuity, of any Degree of Tenure, of Lands in *Ireland*, has required a Grant under this Act, and the Owner of the Reversion, Lease or superior Under-lease, or Estate, from whom such Grant has been required, disputes the Right to such Grant, or in case such Owners shall differ as to what Covenants, Conditions, Exceptions, or Reservations shall be contained in such Grant, or what

Exceptions, Reservations, or Rights should be commuted, or otherwise, as to the Terms or Conditions of such Grant or the Amount of Fee-farm Rent to be made payable thereunder, or in case the Owner of the Reversion, superior Lease, Under-lease, or Estate who might be required to execute a Grant under this Act be a Minor, Idiot, Lunatic, Feme Covert, or not within the United Kingdom, and there be no Guardian, Committee of the Estate, Husband, or Attorney respectively of such Owner competent to act under the Provision herein-before contained, or where the Owner who might be required to execute a Grant under this Act is not known, or there is or are any Arrear of Rent, Fine or Fines, or Fees, which under this Act might be required to be paid before the Execution of a Grant under this Act, and the Owner required to execute such Grant has refused to accept Payment thereof, or there is no Person to whom the same can properly be paid, or it is not known to whom the same ought to be paid, it shall be lawful for the Owner of the Lease or Under-lease in Perpetuity who has required such Grant or would be entitled to require the same, as the Case may be, to apply to the Court of Chancery in *Ireland* or Court of Exchequer in *Ireland* on the Equity Side thereof in a summary Way by Petition praying that a Grant may be executed to him under this Act, or that it may be declared what Covenants, Conditions, Exceptions, and Reservations should be contained in such Grant, or that any such Exceptions, Reservations, or Rights as aforesaid may be commuted, or that the Terms or Conditions of such Grant may be settled, or that the Amount of the Fee-farm Rent may be determined, or such other Relief as shall be applicable to the Case; and every such Petition shall be intituled "In the "Matter of the Renewable Leasehold Conversion Act," *ex parte* the Person who presents such Petition, and shall state the Date and Names of the Parties to whom and the short Contents of the Lease or Under-lease in respect of which the same is presented, and of the last Renewal thereof, with the Name of the Lands, and the Parish, Barony, and County in which the same are situate, and the Nature and Extent of the Estate or Interest of the Petitioner in such Lease or Under-lease, and shall, where the Right of the Petitioner to a Renewal of such Lease or Under-lease is disputed, state that such Right is disputed, and shall state such other Matters as the Circumstances of the Case may require; and every such Petition shall be verified by the Affidavit of the Person by whom the same is presented, or of his Solicitor, Attorney, or Agent, or otherwise as the Court shall consider sufficient, and in all Cases under this Act the Reversion, Lease, and Under-lease respectively shall be sufficiently represented by the respective Owners thereof, and it shall not be necessary to bring before the Court any other Parties interested in such Reversion, Lease, and Under-lease respectively unless in special Cases the Court shall otherwise direct.

XXIII. And

Proceedings upon Petition.

XXIII. And be it enacted, That where such Petition as aforesaid is presented in respect of a Lease or Under-lease the Right to a Renewal of which is disputed, such Petition shall be heard by the Court, and the Court may upon the Hearing determine the Right to such Renewal, or retain the Petition until such Right be established on a Bill filed or other proper Proceeding taken for such Purpose, or may refer the said Matter of such Petition to the Master or Remembrancer, or make such other Order in the Matter of such Petition as the Court may think fit; and such Petition shall, Fourteen Days before the Hearing thereof, be served by or on behalf of the Party presenting the same on the Owner of the Reversion, Lease, Under-lease, or Estate from the Owner whereof the Grant under this Act was required; and where such Petition is presented in respect of a Lease or Under-lease the Right to a Renewal of which is not disputed, it shall be in the Discretion of the Court either to make an Order for Hearing thereon, or else *ex parte* to make an Order referring the Matter of such Petition to the Master or Remembrancer.

Proceedings upon Reference to the Master or Remembrancer.

XXIV. And be it enacted, That where the Matter of any such Petition as aforesaid is referred to the Master or Remembrancer, either upon the Hearing or *ex parte*, such Master or Remembrancer shall thereupon proceed to inquire into the Matter of such Petition, and shall require Notice, in such Form as he may think fit, of such Petition and of the Rule or Order thereon, and of a Time and Place for the Parties to appear before him, to be served upon the Owner of the Reversion, Lease, Under-lease, or Estate from the Owner whereof the Grant under this Act was or might be required, or in case such Owner be under Disability or out of the United Kingdom, and there be no Guardian, Committee, Husband, or Attorney competent to act for such Owner under the Provision herein-before contained, then the Master or Remembrancer may require such substituted Service as he may think fit of such Notice as aforesaid; and at the Time and Place fixed by such Notice the Master or Remembrancer shall proceed to inquire and ascertain whether the Petition is presented by a Person entitled to require a Grant under the Provisions of this Act of an Estate of Inheritance in the Lands comprised in the Lease or Under-lease in Perpetuity in respect of which such Petition is presented, and in case he so find he shall proceed to ascertain the Amount of the Fee-farm Rent to be made payable by such Grant, and to settle the Terms and Conditions of such Grant, in case the Parties differ about the same or the Nature of the Petition shall so require, and when the Owner from whom a Grant might be required is under Disability, and there is no Guardian, Committee, Husband, or Attorney as aforesaid of such Owner, or where such Owner is not known, shall nominate a Person to be substituted for the Purposes of this Act in all Proceedings under such Petition as aforesaid in the Place of such Owner; and where there is

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any Arrear or Sum of or in respect of Rent, or any Fine or Fines, or Fees, which under this Act might be required to be paid before the Execution of a Grant under this Act, and the Owner required to execute such Grant has refused to accept Payment thereof, or there is no Person to whom the same can properly be paid, or it is not known to whom the same ought to be paid, the Master or Remembrancer shall require the full Amount of such Arrear or Sum of or in respect of Rent, and of such Fine or Fines, with Interest thereon, and of such Fees, to be lodged, under a special Direction of the Master or Remembrancer, in the Bank of *Ireland*, in the Matter of such Petition, with the Privity of the Accountant General of the Court, for the Use of the Party specified in such Direction; and the Fact of such Payment, and the Cause or Reason of the previous Nonpayment of the Amount so paid, and the Facts relating thereto, shall be stated by the Master or Remembrancer specially in his Report.

Master or Remembrancer to make a Report in relation to Matter of Petition.

XXV. And be it enacted, That the Master or Remembrancer shall make his Report in relation to the Matter of such Petition, and such Report shall state the Application to the Court, and the Result of his Inquiries and Proceedings under the Reference, and where the Petitioner is entitled to a Grant such Report shall refer to the Draft of the Grant as settled or approved by such Master or Remembrancer, and shall state by whom such Grant and the Counterpart thereof should be executed, or should have been executed if not under Disability or out of the United Kingdom, and shall state all such other Matters as to the Master or Remembrancer may seem expedient for carrying into due Execution the Provisions of this Act.

Confirmation of Report.

XXVI. And be it enacted, That after the Master or Remembrancer has made his Report Notice of the filing of such Report shall be served by or on behalf of the Petitioner on the Party on whom Notice of the Petition is required to be served; and at any Time before the Expiration of the next ensuing Term after such Service it shall be lawful for the Petitioner or the Party so served, or any other Person interested in the Matter of the Petition or Report (such other Person first obtaining, on an *ex-parte* Motion, the Leave of the Court so to apply), to apply to the Court by Motion on Notice to the opposite Party, or, where the Application is by any such other Person as aforesaid, on Notice to both Parties to the Proceedings under the Petition, and to such other Persons (if any) as the Court may, on such *ex-parte* Application as aforesaid, have directed, to set aside such Report, or to vary or amend the same in any Particulars specified in such Notice of Motion; and thereupon it shall be lawful for the Court to make such Order in relation to the Matters aforesaid as the Court may think fit; and the Court, if it so think fit, may, upon the Hearing of any such Motion, either wholly confirm such

such Report, or vary or amend the same in the Particulars mentioned in such Notice, or in any other Particulars, and confirm the same, with such Variations or Amendments; and in case no such Application be made to the Court within such Time as aforesaid such Report may and shall be confirmed according to the Course and Practice of the Court.

Master or Remembrancer may execute Grant or Counterpart in certain Cases.

XXVII. And be it enacted, That it shall be lawful for the Court, upon the Hearing of any such Motion, made on Notice as aforesaid, or upon any Application made after the Confirmation of the Report, where it may see fit so to do, on account of the Disability, Absence, or Refusal of any Person by whom the Grant or Counterpart respectively should be executed, or on account of any such Person being unknown or unascertained, to order that such Grant or Counterpart, as the Case may be, be executed by the Master or Remembrancer; and every Grant and Counterpart respectively so executed shall have the same Force and Effect as if the same had been executed by the Owner of the Reversion, Lease, superior Under-lease, or Estate, or Lease, Under-lease, or inferior Under-lease, as the Case may be, on account of whom the same is so executed by the Master or Remembrancer.

Under-lessee entitled to require his immediate Lessor to procure Renewal may petition for Grants to such Lessor and the superior Owners.

XXVIII. And be it enacted, That it shall be lawful for the Owner of an Under-lease in Perpetuity immediately derived out of a Lease in Perpetuity, where such Owner is entitled to require the Owner of the Lease in Perpetuity to procure the Renewal thereof, and whether the Time for Renewal of such Lease or Under-lease has or has not arrived, to apply to the Court of Chancery, or to the Court of Exchequer at the Equity Side thereof, by Petition, in manner hereinbefore mentioned, praying that a Grant may be executed to the Owner of such Under-lease under this Act, and also praying that a like Grant may be made by the Owner of the Reversion to and accepted by the Owner of such Lease in Perpetuity, and praying such other Relief as may be applicable to the Case; and it shall be lawful for the Owner of an inferior Under-lease in Perpetuity entitled to require the Owner of the immediately superior Under-lease in Perpetuity to procure a Renewal thereof, and whether the Time for the Renewal of such inferior Under-lease or of any Under-lease superior thereto or of the Lease in Perpetuity has or has not arrived, to apply by Petition as aforesaid, praying that a Grant may be executed to such first-mentioned Owner under this Act, and also praying that the like Grant or Grants (as the Case may require) may be made to and accepted by the Owner of the immediately superior Under-lease in Perpetuity, and to and by the Owner of each Under-lease in Perpetuity (if any) superior to such Under-lease, (where such Owner is under the like Obligation to the Owner of the immediately inferior Under-lease in Perpetuity to procure Renewal,) and to and by the Owner of the

the Lease in Perpetuity, (where such Owner is under the like Obligation to the Owner of the immediate Under-lease in Perpetuity to procure Renewal,) from the Owner or respective Owners from whom a Grant or Grants might be required under this Act by such respective Owners as aforesaid, and praying all such other Relief in relation to such Grant or Grants as may be applicable to the Case; and upon such Petition being presented it shall be in the Discretion of the Court to make an Order for Hearing thereon, or, *ex parte*, to make an Order referring the Matter of such Petition to the Master or Remembrancer; and all such Inquiries, Directions, Orders, and Proceedings shall and may be made, given, and taken in relation to the several Grants prayed for by such Petition as if such Grants had been prayed for by the Owners to whom such Grants are thereby prayed to be made; and all the Provisions herein contained in relation to the Proceedings by and before the Master or Remembrancer, his Report, and the Execution by him of a Grant or Counterpart upon or after a Reference to such Master or Remembrancer under a Petition presented under the Provision herein-before contained, shall extend and be applicable to a Reference to the Master or Remembrancer under a Petition presented under this Provision; and where there is any Arrear or Sum of or in respect of Rent, or any Fine or Fines, or Fees, which under this Act might be required to be paid before the Execution of a Grant under this Act, and the Owner to whom such Grant should be made neglects or refuses to pay the same within such Time as the Master or Remembrancer or the Court may appoint, it shall be lawful for any Person interested in the Lands to be comprised in the Grant or in any Fee-farm Rent to be made payable out of such Lands or any Part thereof, and who shall be in this Behalf authorized by the Master or Remembrancer or the Court to pay such Arrear or Sum of or in respect of Rent, and such Fine or Fines, with Interest thereon, and such Fees; and all Sums so paid, and the Costs (if any) incurred in relation to such Payment, shall be and be deemed a like Lien and Charge in favour of the Person paying the same, his Executors or Administrators, and with the like Priority as herein-before provided in the Case of Money paid on account of the Redemption of Lands from a Judgment and Execution in Ejectment, and the Costs of such Redemption, subject only to the Priority given to the Charge and Lien created in respect of such Money and Costs as last aforesaid, and all Sums of Money paid under this Provision and the Costs in relation to such Payment, shall also be recoverable by all the like Ways and Means, with the Costs of the Proceedings for Recovery thereof, as Money paid for such Redemption as aforesaid and the Costs thereof are under the Provision herein-before contained recoverable.

Persons becoming Parties to be subject to the Jurisdic-

XXIX. And be it enacted, That all Persons who shall become Parties to any Proceedings under this Act, by making any Application to the Court, or by submitting to the Jurisdiction thereof, or

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by attending before the Master or Remembrancer in the Course of such Proceedings, or by otherwise taking part therein, and the Representatives of the Petitioner, and of all such Persons, and all Persons claiming under him or them by their Act or by Act of Law subsequent to their becoming subject, shall for the Purposes of this Act be subject to the Jurisdiction of the Court, and to all Orders of the Court and of the Master or Remembrancer in the Course of any such Proceedings, in like Manner and as fully as Parties to a Cause pending in the Court are so subject in such Cause. tion of the Court, &c.

XXX. And be it enacted, That in order to enable the Master or Remembrancer to ascertain such Particulars as it may be necessary for him to ascertain upon any Reference to him under this Act, he shall be at liberty to examine upon Oath the Party who has presented any Petition, and to inquire by Affidavit and by Examination of Witnesses, and by other Evidence, respecting any of the Matters referred to him; and the Owner of any Lease or Under-lease respecting which any Inquiry is made as herein-before directed shall, when thereto required by the Master or Remembrancer, produce such Lease or Under-lease, and all other Deeds or Instruments under or by virtue of which such Owner holds the Lands respecting which such Inquiry is made, and shall produce and furnish such Proof or Information as the Master or Remembrancer requires as to the Rent, Fine or Fines, and Fees (if any) payable under such Lease or Under-lease, and as to the Existence and the Age of the Person or Persons upon whose Life or Lives (if any) such Lease or Under-lease depends, and as to the Rent, Fines, Interest, and Fees (if any) which have become due or payable. Master or Remembrancer may examine Parties, &c.

XXXI. And be it enacted, That whenever any Notice required to be given by this Act, or which is required or necessary for carrying into effect any of the Provisions of this Act, cannot be given or delivered to the Person to or for whom such Notice is directed or intended, it shall be sufficient for the Person obliged to give such Notice to leave the same at the last known or most usual Place of Abode of the Person to or for whom such Notice is directed or intended, with an Inmate of such Place of Abode aged Sixteen Years or upwards, if such Place of Abode be within *Ireland*, and if the same be not within *Ireland*, then to serve such Notice on the Agent or Attorney of such Person, or the Receiver of the Rents of his Estate, and if such Agent, Attorney, or Receiver cannot be discovered, then it shall be sufficient Service of such Notice to publish the same at least once in each Week, in Two successive Weeks, by Advertisement in the *Dublin Gazette* and in Two Newspapers published in *Dublin*, and in One Newspaper circulating in the County in which the Lands to which the Notice relates or the greater Part thereof are situate, and Mode of giving Notices, &c.

and also to give such Notice to any principal Occupier of any of such Lands, or, if the Master or Remembrancer so direct, to send such Notice by the Post to the last known Address of the Party on whom the same shall be required to be served, within such Period as to admit of its being delivered within the Period prescribed, if any, for such Notice to be given, or to serve such Notice on such Person and in such Manner as the Master or Remembrancer directs.

Proceedings not to abate.

XXXII. And be it enacted, That the Proceedings under this Act shall not abate or be suspended by any Death or Transmission of Interest, except so far as it shall be deemed necessary for the carrying on of such Proceedings that any Person not before the Court should have Notice of or be required to attend such Proceedings; and in case of Death or Transmission of Interest, and wherever, after the Presentation of a Petition under this Act, the Direction of the Court is requisite for carrying on the Proceedings under the same, or for effecting the Objects thereof, or otherwise relative thereto, it shall be lawful for any Person interested in such Proceedings to apply to the Court for an Order for any such Purpose, and it shall be lawful for the Court to make such Order on any such Application as it may see fit.

Costs of Proceedings.

XXXIII. And be it enacted, That the Costs of all Proceedings by and under any Petition presented under this Act shall be in the Discretion of the Court.

Provisions concerning Grants, &c. applicable to Proceedings under Petitions.

XXXIV. And be it enacted, That all the Provisions of this Act in relation to the Amount of the Fee-farm Rent to be made payable by a Grant under this Act, and the Covenants, Conditions, Exceptions, and Reservations to be contained in such Grant, the Commutation of Exceptions, Reservations, and Rights, the Allocation of Land, and all other Provisions of this Act concerning such Grant and the Effect and Consequences thereof, shall, so far as the same are consistent with the Provisions of this Act in relation to the Proceedings by and under and consequential upon a Petition presented under this Act, extend and be applicable to every such Grant for or in relation to which a Petition is presented.

Who shall be deemed "Owner" of the Reversion;

XXXV. And be it enacted, That for the Purposes of this Act every Person seised of or entitled at Law or in Equity to the Reversion expectant on any Lease in Perpetuity as Tenant in Fee Simple or in Fee Tail, General or Special, or as Tenant in Dower or by the Curtesy, or for Life or Lives, or for Years determinable on a Life or Lives, or for a Term of Years absolute of which Forty Years or more are unexpired at the Time of the Application for a Grant under this Act, and also every Feoffee or Trustee (for charitable or other Purposes whatsoever) of any such Reversion as aforesaid, for any

such Estate or Interest therein as aforesaid (whether such Estate or Interest be or not determinable upon the Execution or Fulfilment of any Trusts), who is in the actual Receipt of the Rent reserved by any Lease in Perpetuity, and every Executor or Administrator who in that Capacity, or as a special Occupant of an Estate *pour autre Vie*, or as being entitled to an Estate *pour autre Vie* under any Statute or otherwise, is in such Receipt as aforesaid, and also any Archbishop, Bishop, Parson, or other Ecclesiastical Person as to a Reversion held by him in his Corporate Capacity, shall be deemed to be the Owner of the Reversion; and every Person entitled at Law or in Equity to a Lease or Under-lease in Perpetuity for the whole Estate created or agreed to be created by such Lease or Under-lease, or for any derivative Estate (created by any Instrument other than an Under-lease at a Rent) in Tail, or *quasi* in Tail, for Life or Lives, or for a Term of Years absolute, of which not less than Twenty Years or more are unexpired at the Time of the Application under this Act for a Grant to or by the Owner of such Lease or Under-lease, and also every Feoffee or Trustee (for charitable or other Purposes whatsoever) of any such Lease or Under-lease in Perpetuity as aforesaid, for such Estate therein as aforesaid (whether such Estate be or not determinable upon the Execution or Fulfilment of any Trusts), who is in the actual Possession of the Land or in Receipt of the Rents payable by the Tenants thereof, and every Executor or Administrator who in that Capacity, or as a special Occupant of an Estate *pour autre Vie*, or as being entitled to an Estate *pour autre Vie* under any Statute or otherwise, is in such Possession or Receipt as aforesaid, shall be deemed the Owner of such Lease or Under-lease in Perpetuity; and where a Feme Covert is entitled to Rents and Profits for her separate Use (whether or not she be restrained from Anticipation) she shall, for the Purposes of this Act, be considered a Feme Sole: Provided always, that no Person shall be deemed an Owner for the Purposes of this Act of the Reversion, or of any Lease or Under-lease in Perpetuity, by reason of any Estate vested in him which has been created by way of Mortgage, or for securing the Payment of any Sum of Money, unless he be in the Receipt of the Rent incident to the Reversion, or in Possession of the Land comprised in such Lease or Under-lease, or in Receipt of the Rents payable by the Tenants thereof, (as the Case may be,) but the Person who would be deemed the Owner for the Purposes of this Act of such Reversion, or Lease or Under-lease in Perpetuity, if such Estate by way of Mortgage or for securing Payment had not been created, shall, notwithstanding such Estate, be deemed such Owner as aforesaid: Provided also, that where several Persons in succession have in the Reversion or Lease or Under-lease in Perpetuity such Estates or Interests as would under this Enactment entitle each of them to be deemed the Owner, such of the said Persons shall be deemed the

and Lease or Under-lease in Perpetuity.

Owner for the Purposes of this Act as is in Receipt of the Rent incident to the Reversion, or in Possession of the Land comprised in such Lease or Under-lease, or in Receipt of the Rents payable by the Tenants thereof, as the Case may be; or in case the Person in such Receipt or Possession be not entitled to be deemed the Owner under this Enactment, then the Person who has the first such Estate or Interest as aforesaid in Reversion or Remainder to or above the Estate or Interest of the Person in such Receipt or Possession shall be deemed the Owner of such Reversion, or Lease or Under-lease in Perpetuity; provided also, that in every Case in which any Person, not being the Owner as herein-before defined, is in Possession or Receipt as herein-before mentioned under any Charge, or any Sequestration, Extent, Elegit, or other Writ of Execution, or as a Receiver under any Decree or Order of a Court of Equity, the Person in Possession or in Receipt of the Rents by virtue of such Charge, Sequestration, Extent, Elegit, Writ, Decree, or Order, shall, jointly with the Person who but for such Possession or Receipt would under this Enactment be deemed the Owner of the Reversion or Lease or Under-lease in Perpetuity, as the Case may be, be deemed to be the Owner for the Purposes of this Act of the Reversion or Lease or Under-lease in Perpetuity, as the Case may be.

Owner of Reversion, &c. to be deemed Owner of Estate created on Conversion.

XXXVI. And be it enacted, That every Person who under the Provisions herein-before contained would for the Purposes of this Act be deemed the Owner of the Reversion or of a Lease or Under-lease in Perpetuity if the same were not converted under this Act, shall, where such Reversion, or the Estate held under such Lease or Under-lease, has been so converted, be deemed for the Purposes of this Act the Owner of the Estate created by such Conversion.

Future Leases in Perpetuity to operate as Grants in Fee-farm.

XXXVII. And be it enacted, That every Lease of Lands in *Ireland* for One or more Life or Lives, with or without a Term of Years, or for Years determinable upon One or more Life or Lives, or for Years absolute, with a Covenant or Agreement for perpetual Renewal, made after the passing of this Act by any Person competent to convey an Estate of Inheritance in Fee Simple (and not so made in pursuance of a Covenant or Agreement entered into before the passing of this Act), shall, notwithstanding anything therein contained to the contrary, be deemed to be and shall operate as a Conveyance of the Lands specified therein to the intended Lessee, his Heirs and Assigns for ever, at a Fee-farm Rent equal to the Rent expressed to be reserved in such Lease, and all Reservation of Fine or Fines upon or Fees for or in respect of such Renewal, and all and every Covenant, Contract, or Agreement for the Payment of such Fine or Fees, shall be altogether void; and every Contract for such a Lease entered into after the passing of this Act by any such

Person as aforesaid (not being a Renewal of a Contract in pursuance of an Agreement in that Behalf made before the passing of this Act) shall, notwithstanding anything therein contained to the contrary, be deemed to be a Contract for a Conveyance of the Lands specified therein to the intended Lessee, his Heirs and Assigns, at a Fee-farm Rent equal to the Rent in such Contract proposed to be reserved; and any such Fee-farm Rent shall be recoverable by all the Means and Remedies provided for the Recovery of Fee-farm Rents made payable by a Grant under this Act, and the Provisions of this Act, so far as the same may be applicable, shall be applied to such Cases.

Interpretation of Terms in this Act.

XXXVIII. And be it enacted, That the following Words and Expressions shall in this Act have the Meanings hereby assigned to them, unless there be something in the Subject or Context repugnant to such Construction; (that is to say,) Words importing the Singular Number only shall include the Plural Number, and Words importing the Plural Number only shall include also the Singular Number; Words importing the Masculine Gender only shall include Females; the Word "Person" and the Word "Owner" shall extend to a Body Politic, Corporate, or Collegiate, Aggregate or Sole; the Word "Lands" shall extend to Messuages, Tenements, Tithes, Tithe Rent-charges, and Hereditaments; the Word "Lease" shall include a Grant or an Agreement or Contract for a Lease or Grant; and the Word "Under-lease" shall include a Grant or an Agreement or Contract for an Under-lease or Grant, and shall include an Under-lease carved out of an Under-lease in any Degree of Tenure; the Expression "Lease in Perpetuity" shall be taken to apply to all Cases where any Hereditaments have been or shall be, by a Lease or Contract derived immediately from the Freehold and Inheritance, demised, leased, or granted, or contracted to be demised, leased, or granted, for One or more Life or Lives, with or without a Term of Years, or for Years determinable upon One or more Life or Lives, or for Years absolute, with a Covenant or Agreement, by a Party competent thereto, in any of such Cases, whether contained in the Instrument by which such Lease or Contract is made or in a separate Instrument, for the perpetual Renewal of such Lease or Contract; the Expression "Under-lease in Perpetuity" shall be taken to apply to all Cases where any of the Land comprised in any such Lease in Perpetuity or Contract for a Lease in Perpetuity have been or shall be under-leased or granted, or contracted to be under-leased or granted, for One or more Life or Lives, with or without a Term of Years, or for Years determinable upon One or more Life or Lives, or for Years absolute, with a Covenant or Agreement, whether contained in the Instrument by which such Under-lease or Contract for an Under-lease is made or in a separate Instrument, for the perpetual Renewal of such Under-lease or Contract; and for the Purposes of this

this Act an Assignment reserving a yearly Rent, or a Contract of such Assignment, shall be deemed to be an Under-lease or Contract for an Under-lease respectively, although the Person making such Assignment or Contract may have parted with or agreed to part with his whole Estate in the Hereditaments therein comprised; and the Word "Covenant" shall be deemed to include an Agreement; and for the Purposes of this Act a Covenant or Agreement giving in respect of a Lease or Under-lease for a Term of not less than Ninety Years, determinable on a Life or Lives, a perpetual Right of Renewal on the dropping of a Life or Lives within the Term for which such Lease or Under-lease, or the renewed Lease or Under-lease for the Time being in force, may have been granted, shall, although such Covenant or Agreement may not give Right of Renewal in the event of the Termination of such Term by Effluxion of Time, be deemed a Covenant or Agreement for perpetual Renewal of such Lease or Under-lease; and the Word "Fine" shall include not only a Sum of Money, but any Heriot, Matter, or Thing to be given or done upon or for or in consideration of the obtaining of any Renewal; and "the Court" shall mean the Court of Chancery or the Court of Exchequer, as the Case may be, to which a Petition shall be presented under this Act; and the Word "Master" shall mean any of the Masters in Ordinary of the Court of Chancery; and the Word "Remembrancer" shall mean the Chief or Second Remembrancer of the Court of Exchequer.

Short Title of Act, and of Fee-farm Rents thereunder.

XXXIX. And be it enacted, That in citing this Act in other Acts of Parliament, or in legal Instruments or Pleadings, it shall be sufficient to use the Expression "The Renewable Leasehold Conversion Act;" and in like Manner, in like Cases, in describing any Fee-farm Rent payable under the Provisions of this Act, it shall be sufficient to use the Expression "Fee-farm Rent under the Renewable Leasehold Conversion Act."

Act to extend only to Ireland.

XL. And be it enacted, That this Act shall extend only to Lands situate within that Part of the United Kingdom of *Great Britain* and *Ireland* called *Ireland*.

Act may be amended, &c.

XLI. And be it enacted, That this Act may be amended or repealed by any Act to be passed during this present Session of Parliament.

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