the particular Goods and Commodities for which a Permit is or shall be required shall, together with all Enactments, Clauses, Penalties, Forfeitures, Provisions, Restrictions, and Regulations therein, with all Powers and Authorities to any Officer or Officers to examine Permits, or stop or examine and seize any Goods or Commodities for the Removal whereof a Permit is by any such Act or Acts required, or any Persons removing such Goods, shall remain in full Force and Effect.

Act may be altered this Session.

XXII. And be it further enacted, That this Act may be amended, repealed, or altered by any Act or Acts to be passed in this present Session of Parliament.

Commencement of Act.

XXIII. And be it further enacted, That this Act shall commence and take effect on the Fifth Day of *April* One thousand eight hundred and thirty-two.

CAP. XVII.

An Act to repeal an Act passed in the Seventh Year of His late Majesty King *George* the Fourth, intituled *An Act to amend the Law of* Ireland *respecting the Assignment and Subletting of Lands and Tenements*; and to substitute other Provisions in lieu thereof.

[24th *March* 1832.]

'WHEREAS an Act was passed in the Seventh Year of the Reign of His late Majesty King *George* the Fourth, intituled *An Act to amend the Law of* Ireland *respecting the Assignment and Subletting of Lands and Tenements:* And whereas it is expedient that the said Act should be repealed, and that such of the Provisions thereof as have been found beneficial should be re-enacted, with certain Amendments:' Be it therefore enacted by the King's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present Parliament assembled, and by the Authority of the same, That the said recited Act be and the same is hereby repealed from and after the First Day of *May* in the Year of our Lord One thousand eight hundred and thirty-two, save and except as hereinafter otherwise provided.

7 G. 4. c. 29.

Recited Act repealed.

Where Lands are held under Lease containing a Covenant against subletting, no future Act of the Landlord shall be deemed a Waiver of such Covenant unless he be a Party to the Instrument of subletting, or his Consent be given in Writing.

II. And be it enacted, That where Lands or Tenements in *Ireland* are or shall be holden by virtue of any Lease, Instrument, or Agreement in Writing, which Lease, Agreement, or Instrument doth or shall contain any Condition, Clause, or Covenant prohibiting, controlling, or regulating the Assignment or Subletting of the Lands or Tenements demised or agreed to be demised thereby, or of any Part thereof, no Act, Matter, or Thing whatever hereafter to be done or acquiesced in by the Lessor or Lessors, Person or Persons contracting to lease by such Deed, Instrument, or Agreement, or by his or their Heirs, Executors, Administrators, or Assigns, shall be deemed, taken, or construed in any Court of Law or Equity to be or amount to a Waiver of the Benefit of any such Condition, Clause, or Covenant; and that in any Action or Actions for the Breach of any such Condition, Clause, or Covenant, the Benefit of which Condition, Clause, or Covenant has not been heretofore waived, such Lessor or Lessors, contracting Party or Parties, and

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 such future Breach of any such Condition, Clause, or Covenant, according to the Provisions of the same respectively, unless it shall be expressly proved that such Assignment or Subletting was made with the Consent of such Lessor or Lessors, contracting Party or Parties, his or their Heirs, Executors, Administrators, or Assigns, testified, where such Assignment or Subletting 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 some other Deed or Instrument containing such Consent, or, where such Assignment or Subletting shall not be by Deed or written Instrument, testified by his or their Consent in Writing, or unless the Benefit of such Condition, Clause, or Covenant shall have been expressly waived by some Writing signed by the Party or Parties entitled to the Benefit thereof; and every such Assignment or Subletting, and every Lease, Deed, or Instrument, or other Agreement or Proceeding, whereby such Assignment or Subletting shall be made without such Consent as aforesaid, and testified as aforesaid, shall be and be deemed wholly null and void to all Intents and Purposes whatsoever, any Law, Statute, or Usage to the contrary in anywise notwithstanding.

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

III. Provided always, and be it enacted, That where any actual Waiver so to be made and testified as aforesaid of the Benefit of any Condition, Clause, or Covenant in any Lease or Instrument or Agreement as aforesaid, or of the Benefit of this Act, on the Part of the Lessor or Lessors, Party or Parties 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, Clause, 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, Clause, or Condition, or of the Benefit of this Act.

Lessee subletting without Consent shall not have any Remedy for the Rent or Occupation of the Land.

IV. And be it further enacted, That in all Cases the Person assigning or subletting 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 the Recovery of any Rent or Sum reserved in and by any Deed, written Instrument, or other Agreement by which such Subletting or Assignment shall be made, or for the Occupation of any of the Lands or Tenements so assigned or subletten, or for the Recovery of such Lands; any thing in any such Deed, Instrument, or Agreement, or any Law, Statute, or Usage, to the contrary notwithstanding.

Persons holding Lands under an Assignment, with Consent of Lessor, and paying Rent to the Party subletting, shall be acquitted against the Lessor so

V. And be it further enacted, That in all Cases where any Person or Persons, being seised or possessed of any Lands or Tenements in *Ireland*, (not being situate within any City, Town, or Borough, or the Liberties thereof,) under any Assignment or Subletting duly made of or under any Lease or Demise to be hereafter made for any Term not exceeding Three Lives or Thirty-one Years from the Commencement thereof, and upon which a Rent equal to Three Fourths of the Annual Value of the demised Pre-

mises shall have been reserved, save and except Ecclesiastical Leases, and Leases held under any Corporation, and Leases containing any Covenant or Compact for Renewal, shall, at any Time after the said First Day of *May* One thousand eight hundred and thirty-two, duly pay and satisfy the Rent due from such Person or Persons, his or their Heirs, Executors, Administrators, or Assigns, to the Person or Persons, or his or their Heirs, Executors, Administrators, or Assigns, who shall have so assigned or sublet such Lands or Tenements, the Receipt of such Person or Persons so assigning or subletting, or of his or their 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, Administrators, or Assigns, as well against the Person or Persons so assigning or subletting, as also against the Lessor or Lessors or Person or Persons contracting with the Person or Persons so assigning or subletting, and the Person or Persons so having paid such Rent, or his or their Heirs, Executors, Administrators, or Assigns, 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 Lessor or Lessors, or to any Person or Persons deriving under him, her, or them, save as herein-after mentioned.

consenting, or any Person deriving Title under him.

VI. Provided always, and be it enacted, That in any Case in which any Lessee or Lessees of any such Lease as aforesaid, or the Heirs, Executors, or Administrators of any such Lessee or Lessees, shall not duly pay the Rent reserved in and by the Lease or Instrument under which such Lands or Tenements shall be held by such Lessee or Lessees to the Party or Parties entitled to receive the same, it shall be lawful for the Party or Parties entitled to such Rent, at any Time when there shall be due to him, her, or them Two or more full Gales or Portions of the Rent reserved in such Lease or Instrument, to give Notice in Writing, in the Form contained in the Schedule annexed to this Act, to all and every Person or Persons who shall be then in occupation of the Lands and Tenements which shall have been assigned or sublet as aforesaid, requiring each and every such Person and such Persons to pay to the Party or Parties giving such Notice the Rent reserved upon the Holding or Holdings of any and every such Person or Persons respectively.

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

VII. And be it further enacted, That from and after the Delivery of such Notice to any Person or Persons in occupation of any such Lands or Tenements as aforesaid, (by being left at the House or usual Place of Abode of any and every such Person or Persons, either with such Person or Persons, or with some of the Family of such Person or Persons respectively above the Age of Sixteen Years,) every such Person and such Persons shall pay to the Landlord or Landlords giving such Notice, or to his or their Heirs, Executors, Administrators, or Assigns, all and every Sums and Sum whatsoever due or to grow due for Rent from such Person or Persons to the Lessee or Lessees so having assigned or subletten as aforesaid, or to his or their Heirs, Executors, Administrators, or Assigns; and from and after such Notice as aforesaid, and until the Satisfaction of all the Sums due to the Person or Persons giving such Notice on account of all Rent due from such Lessee or Lessees having

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

having so assigned or subletten as aforesaid, the Receipt of the Person or Persons giving such Notice, or his or their 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 subletten as aforesaid, or his Heirs, Executors, or Administrators; and the Person or Persons so having paid such Rent, or his or their 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 or Persons under whom such Person or Persons may hold by reason of any such Assignment or Subletting as aforesaid, until such Satisfaction 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 or Parties giving such Notice, or his or their 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 sublet in manner aforesaid as 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 or Parties so assigning or subletting in manner aforesaid; any thing in this Act, or any Law, Usage, or Custom, to the contrary notwithstanding.

Assignees of Leases containing Covenant against assigning and subletting liable to Covenants in original Lease.

IX. And be it further enacted, That where, under any Assignment from any Sheriff by virtue of any Execution, or under any Assignment from any Executors or Administrators, or from any Assignee or Assignees of any Bankrupt or Insolvent, or by Operation of Law, Devise, or otherwise, any Person or Persons shall be legally or equitably seised or possessed of any Lands or Tenements held under any Lease or Demise made after the First Day of *May* One thousand eight hundred and thirty-two, and containing any Clauses, Conditions, or Covenants against Assignment or Subletting, such Person or Persons so deriving shall hold such Lands and Tenements subject to the said Clauses, Conditions, and Covenants in such Lease or Demise contained, and that as fully as if such Person or Persons had been the original Lessees therein: Provided always, That where Two or more Persons shall together become seised or possessed, in manner aforesaid, of any Lands or Tenements so demised as aforesaid, such Persons shall take and hold the same as Joint Tenants, and not as Tenants in Common; and that it shall not be lawful for such Persons, or any of them, by any Deed, Matter, or Thing, to assign such Lands or Tenements, save as herein-after provided, nor to sever such Tenancy, nor to sue out or demand, or procure to be issued any Writ of Partition, or any Writ or Process in the Nature of a Writ of Partition; any Law, Usage, or Custom to the contrary notwithstanding: Provided always, that nothing herein contained shall extend or be construed to extend to disable any One or more of such Persons from assigning to any other or others of such

Persons his or their Estate and Interest, the same remaining subject, after such Assignment, to such and the like Restraints and Incidents as attached upon the same before such Assignment.

This Act not to extend to Leases or Agreements made between 1st June 1826 and 1st May 1832.

X. And be it enacted, That nothing in this Act contained shall extend or be construed to extend to any Lease, Instrument, or Agreement for a Lease made at any Time since the First Day of *June* One thousand eight hundred and twenty-six, or to be made before the said First Day of *May* One thousand eight hundred and thirty-two; and that all Leases, Instruments, and Agreements made or to be made in and during such Interval, and all Covenants, Clauses, and Conditions contained in such Leases, Instruments, and Agreements, shall be and remain subject to, and be construed and governed by, the Provisions of the said recited Act of the Seventh Year of the Reign of His late Majesty.

Powers of recited Act as to such Leases to remain in force.

XI. And it is hereby enacted, That so much and such Parts of the said Act as respects such Leases, Instruments, or Agreements, and all Covenants therein contained, shall be and remain in full Force and Effect, any thing in this Act contained to the contrary notwithstanding: Provided always, that this Act shall not extend to any Lease or Demise containing any Covenant or Agreement for perpetual Renewal, or to any Lease for the Term of Nine hundred or any greater Number of Years.

Act may be altered this Session.

XII. And be it enacted, That this Act may be amended, altered, or repealed by any Act or Acts to be passed in this present Session of Parliament.

SCHEDULE to which this Act refers.

FORM of NOTICE from a SUPERIOR LANDLORD or LANDLORDS to the SUB-TENANT or SUB-TENANTS of such LANDLORD'S or LANDLORDS' immediate LESSEE or LESSEES.

To *A. B.* [*or*, et cetera.]

TAKE notice, That I [*or* we], the undersigned *C. D.*, superior Landlord [*or* Landlords] of the Lands and Tenements underletten to you by *E. F.* [*or*, et cetera,] do hereby require you to pay to me [*or* us] the said *C. D.* [*or*, et cetera,] or to my [*or* our] 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.* [*or*, et cetera,] for his [*or* their] Rent of the said Lands and Tenements shall be fully paid and satisfied to me [*or* us], or my [*or* our] Heirs, Executors, Administrators, or Assigns.

Witness my Hand [*or* our Hands] this Day of in the Year .

To *A. B.* of *C. D.*

CAP. XVIII.

An Act for continuing an Act passed in the First Year of His present Majesty, for punishing Mutiny and Desertion, and for the better Payment of the Army and their Quarters. [24th *March* 1832.]

'WHEREAS an Act was passed in the First Year of the Reign of His present Majesty, intituled *An Act for punishing* 1 W. 4. c. 15.