

# **THE LAW OF LANDLORD AND TENANT**

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The Law of Landlord and Tenant by Montague R. Emanuel

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**MONTAGUE R. EMANUEL**

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LANDLORD  
AND TENANT**



v. n.

THE LAW  
OF  
LANDLORD AND TENANT

BY

MONTAGUE R. EMANUEL

M.A., B.C.L.

OF THE INNER TEMPLE, BARRISTER-AT-LAW

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## PREFACE.

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THE Law of Landlord and Tenant has engaged the attention of the Legislature from a very early period of our history, and it may be safely stated that from the time of Henry III. nearly every reign has witnessed some alteration in or addition to the Statutes governing the subject. In a Handbook for popular use, however, such as this is intended to be, no useful purpose would be served by tracing the gradual evolution of the Law, for the Landlord or Tenant of the present day is usually concerned not so much with what the law on any particular point has been as with what the law is now, and in the comparatively few cases where the older Statutes are brought into question professional assistance should be obtained for their interpretation.

Whenever need arises for a Tenant to ascertain what are his rights and liabilities towards his Landlord he should in the first

instance refer to the Deed or Agreement (if he has one) under which he holds the property, and carefully study its provisions. But he may have no written Agreement, and, even if he has, no Deed or Agreement can provide for everything, and innumerable cases may arise in which the Tenant will desire to know what he may or may not do, and in which he will perhaps find nothing to guide him in the Deed.

May he, for example, underlet, or carry on some particular business on the premises if not specially forbidden? If forbidden to carry on one trade, may he carry on another similar trade? If he has taken over a lease from some other person, is he liable to do all which that other person has undertaken to do? Must he continue to pay rent if the house is burnt down? Will he or will the Landlord be liable for injury caused to anyone by defective condition of the property or drains? What repairs has he bound himself to do and what taxes to pay? Again, what liability will he incur if he fails to do something which he should



have done? Is he liable to be turned out and lose a valuable lease for some slight oversight, or must the Landlord give him warning first?

These are only a few of the questions which are constantly arising in regard to property from the Tenant's point of view. The Landlord is, of course, equally concerned to see that his rights and privileges are not infringed, and I have therefore endeavoured to set out in a clear and concise manner the respective rights and liabilities of Landlord and Tenant towards each other and towards third persons, and, as in such matters Case Law is of almost as much value as Statute Law, I have given references to the chief Cases on most points, so that the work may prove of value, not only to those persons who stand in the relation of Landlord and Tenant, but to those members of the Legal Profession who are called upon to advise on Tenancy matters.

One of the principal Acts of recent years affecting the agricultural community is The Agricultural Holdings Act, 1883, its object

being to promote agriculture and generally to improve country districts by giving the Tenant compensation upon a fixed scale for improvements made by him during his tenancy. The chief provisions of that Statute, as amended by later Acts, I have set out in an Appendix (p. 115, *et seq.*), as they will, no doubt, frequently be required for reference by those owning or holding agricultural property.

I have also added a Scale of Solicitors' Fees for preparing Leases, and Tables showing the Stamps payable on Leases.

MONTAGUE R. EMANUEL.

3 DR. JOHNSON'S BUILDINGS,  
TEMPLE,  
*November, 1904.*

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