

**THE LAND LAW IRELAND
ACT: WITH
NOTES, COPIOUS
INDEX, AND PRÉCIS**

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The Land Law Ireland Act: With Notes, Copious Index, and Précis by R. Johnston

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R. JOHNSTON

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LAND LAW IRELAND ACT,
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BY
R. JOHNSTON,
BARRISTER-AT-LAW.

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1881.
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PREFACE.

I HAVE endeavoured in publishing this important Act to give, chiefly for the use of unprofessional readers, a succinct summary or Précis of its contents, notwithstanding the obvious difficulty of effecting such a task : and, although the Land Law Act in its details is both comprehensive and difficult, yet the general reader can obtain a pretty accurate knowledge of its main features from a careful perusal of the summary referred to, in connection with the admirable memorandum just issued by the Commission. Landlords who hitherto have taken an interest in their property and let the holdings at a moderate rent have nothing to dread from the working of the new Land Court. Indeed it is likely they will under the new Act in a few years realize a higher rent more punctually paid. The Land Question urgently required adjustment. The Government have boldly encountered and successfully handled one of the most difficult and perplexing problems of modern times, with a completeness and a minuteness in detail worthy of the highest praise. It is to be hoped the farmers will not be wanting in gratitude for such a substantial addition to their material interests, and that they will henceforth encourage in a peaceful and conciliatory spirit that diligent attention to industry, which ensures the growth and diffusion of wealth in every land.

Doubtless the professional man will be somewhat surprised at finding a book, so complete in itself and so convenient for reference at so moderate a price, an achievement which long experience in book-making has accomplished.

R. JOHNSTON.

September, 1881.

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PRÉCIS.

Sale of Tenancies, &c.

A TENANT may sell his tenancy to ONE person after notice to landlord naming the purchaser and price, landlord has, however, privilege of buying it at price agreed on or settled by Court. If improvements have all been made and maintained by landlord he may refuse the new tenant; if not so made he cannot refuse unless the Court pronounce such refusal "reasonable." If a sale arises from a "breach," or from injury done to the buildings or land, the landlord will get com-

compensation for such injury, and also for improvements which have not repaid him, subject to tenant's set-off for his own improvements; and Court will apportion purchase-money between the landlord and tenant, whereupon landlord must accept the new tenant: moreover, a tenant who sells the tenancy cannot get compensation for disturbance or improvements, and *vice versa*. A tenant must sell under the Act, or under Ulster Custom under which the holding remains after sale, unless landlord be purchaser; sale under a judgment, or to pay deceased tenant's debts, comes under same rule. Landlord who has a claim against a holding may become purchaser for said claim under the Court. Tenant must not sublet contrary to landlord's wish: a tenant's personal representatives or his legatee has the right of a purchaser, and if there be two or more such, they may select one to become tenant; should there be no such choice landlord may sell the tenancy within twelve months: subject to intestate tenant's debts, if no claimant, landlord is his representative. Again, landlord and tenant can fix a rent for 15 years outside Court; but when landlord tries to increase rent and tenant refuses and sells tenancy, the Court will award damages against landlord if rent asked be above a "fair rent," which the tenant can get fixed by Court, and if tenant quits it is a "disturbance" as well. During a statutory term of 15 years the rent cannot be increased nor tenant dispossessed, if he observe the "statutory conditions"—(1), pay the rent; (2), does not sublet; (3), does not dilapidate buildings or injure the soil; (4), does not become bankrupt; (5), does not open a public-house on farm; and (6), allows the landlord to view the premises, enter for mining, hunting, and other such purposes: landlord, however, has the usual remedy for non-payment of rent: he can, with leave of Court, resume possession of the holding or part of it to build on, give sites for churches, &c.; and if he lay out capital, he and tenant may increase the rent. The compensation to a tenant for disturbance is much increased, and the Court may

take into account "all the circumstances" of the case, and may also grant compensation for improvements, with damages for demanding too high rent at same time.

Fair Rents, &c.

A PRESENT tenant, his landlord, or both, may apply to the Court to fix a fair or judicial rent which, once fixed, remains so for 15 years—a statutory term—during which landlord can only resume possession of the holding on account of a breach of the above conditions and after decree of Court. A fair rent may not be fixed by Court if landlord has made and maintained the improvements. When fixing rent, a value may be placed on the tenancy, if not under Ulster Custom: the rent may again be fixed for new term in the 15th year of the statutory term. Nevertheless, a tenant and his landlord may make, with Court's sanction, a judicial lease for 31 years as hitherto, and also they can make a "fixed tenancy" on terms agreed on between them. Except a body corporate, Commissioners, and such like, a limited owner must have Court to concur in a lease or "fair rent." A tenant, notwithstanding the pendency of any proceedings against him, may sell the tenancy or get a "fair rent" fixed, which must first be done if he apply to the Court: and disputes of all kinds may come before the Land Court, which can appoint a limited administrator to sell tenancy of deceased tenant. A tenancy henceforth for a year certain, or for a shorter period, unless for temporary convenience, is "from year to year." The Court may also restrict commoners (in grazing or turbary) to their respective rights. A tenant may get leave of Court to sublet for labourers' cottages, and may get a loan for same, or Court may allot plots for labourers when fixing rent. A tenancy ends when landlord resumes possession, unless it is to admit a new tenant or relet to same tenant, with whom, if a new tenancy be made and rent agreed on, it becomes a "judicial rent;" and a landlord who purchases a holding against the wish of the tenant and relets within