

CHAPTER 162

LANDLORD AND TENANT (NO. 2)

ARRANGEMENT OF SECTIONS

SECTION

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CHAPTER 162

LANDLORD AND TENANT (No. 2)

An Act for the more effectual preventing frauds committed by tenants, and for the more easy recovery of rents and renewal of leases.

*4 Geo. 2, c. 28
extended by 2 of
1799
[A.D. 1730]*

1. [This Act may be cited as the Landlord and Tenant (No. 2) Act.]

Short title.

2. In case any tenant or tenants for any term for life, lives, or years, or other person or persons who are or shall come into possession of any lands, tenements, or hereditaments by, from, or under, or by collusion with such tenant or tenants, shall wilfully hold over any lands, tenements, or hereditaments after the determination of such term or terms, and after demand made and notice in writing given for delivering the possession thereof by his or their landlords or lessors or the person or persons to whom the remainder or reversion of such lands, tenements, or hereditaments shall belong, his or their agent or agents thereunto lawfully authorised, then and in such case, such person or persons so holding over shall, for and during the time he, she, and they shall so hold over or keep the person or persons entitled out of possession of the said lands, tenements, and hereditaments as aforesaid, pay to the person or persons so kept out of possession, their executors, administrators, or assigns, at the rate of double the yearly value of the lands, tenements, and hereditaments so detained, for so long time as the same are detained, to be recovered in any of his Majesty's courts of record by action of debt, whereunto the defendant or defendants shall be obliged to give special bail, against the recovering of which said penalty there shall be no relief in equity.

Persons holding over lands, etc., after expiration of leases, to pay double the yearly value.

3. All and every person or persons, bodies politick and corporate, shall and may have the like remedy by distress and by impounding and selling the same, in cases of rents seck, rents of assize, and chief rents, which have been duly answered or paid for the space of three years,

Method of recovering seck rents, etc.

within the space of twenty years before the first day of this present session of Parliament, or shall be hereafter created, as in case of rent reserved upon lease, any law or usage to the contrary notwithstanding.

Chief leases may be renewed without surrendering all the under-leases.

4. In case any lease shall be duly surrendered in order to be renewed, and a new lease made and executed by the chief landlord or landlords, the same new lease shall without a surrender of all or any the under-leases be as good and valid to all intents and purposes as if all the under-leases derived thereout had been likewise surrendered at or before the taking of such new lease; and all and every person and persons in whom any estate for life or lives or for years shall from time to time be vested by virtue of such new lease, and his, her, and their executors and administrators, shall be entitled to the rents, covenants, and duties, and have like remedy for recovery thereof, and the under-lessees shall hold and enjoy the messuages, lands, and tenements in the respective under-leases comprised as if the original leases, out of which the respective under-leases are derived, had been still kept on foot and continued, and the chief landlord and landlords shall have and be entitled to such and the same remedy by distress or entry in and upon the messuages, lands, tenements, and hereditaments comprised in any such under-lease for the rents and duties reserved by such new lease, so far as the same exceed not the rents and duties reserved in the lease out of which such under-lease was derived, as they would have had in case such former lease had been still continued or as they would have had in case the respective under-leases had been renewed under such new principal lease, any law, custom or usage to the contrary hereof notwithstanding.