



**Isle of Man**

*Ellan Vannin*

**AT 3 of 1954**

**CONVEYANCING (LEASES AND  
TENANCIES) ACT 1954**





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**Isle of Man***Ellan Vannin*

# CONVEYANCING (LEASES AND TENANCIES) ACT 1954

*Received Royal Assent:* 21 December 1954

*Passed:* 15 February 1955

*Commenced:*

AN ACT to simplify and improve the practice of Conveyancing in relation to leases and tenancies of real estate.

## 1 Short title and construction

- (1) This Act may be cited as the Conveyancing (Leases and Tenancies) Act, 1954.
- (2) This Act shall be construed as one with the *Landlord and Tenant Act, 1954*, the *Tenancies (Implied Terms) Act, 1954*, and the *Recovery of Rent Act, 1954*, and such Acts and this Act may be together cited as the Landlord and Tenant Acts, 1954.
- (3) This Act and the Conveyancing Acts, 1908 and 1922, may be together cited as the Conveyancing Acts, 1908 to 1954.

## 2 Saving clause

Where any of the provisions of this Act are inconsistent with —

- (a) the *Agricultural Holdings Act 1969*;
- (b) the *Tenancy of Business Premises Act 1971*; or
- (c) the *Agricultural Tenancies Act 2008*,

the provisions of those Acts shall prevail.<sup>1</sup>

## 3 Interpretation

[M1908/2; E1925/203, 205]

In this Act, unless the context otherwise requires, the following expressions have the meanings hereby assigned to them respectively, that is to say: —

“**building purposes**” includes the erecting and improving of, and the adding to, and the repairing of buildings; and a “**building lease**” is a lease for building purposes or purposes connected therewith;

“**instrument**” includes deed, will, inclosure award, Act of Tynwald or Act of the Imperial Parliament;

“**land**” includes land of any tenure, and mines and minerals, whether or not held apart from the surface, buildings or parts of buildings (whether the division is horizontal, vertical or made in any other way) and other corporeal hereditaments; also an advowson, and a rent and other incorporeal hereditaments, and an easement, right, privilege, or benefit in, over, or derived from, land; and an undivided share in land; and “**mines and minerals**” includes any strata or seam of minerals or substances in or under any land, and powers of working and getting the same; and “**hereditament**” means any real property which on an intestacy might devolve, or might have devolved, upon an heir;

A “**mining lease**” means a lease for mining purposes, that is, for searching for, winning, working, getting, making merchantable, carrying away, or disposing of mines and minerals, or purposes connected therewith, and includes a grant or licence for mining purposes;

“**notice**” includes constructive notice;

“**personal representative**” means the executor, original or by representation, or administrator for the time being of a deceased person;

“**possession**” includes receipt of rents and profits or the right to receive the same, if any; and “**income**” includes rents and profits;

“**property**” includes any interest in real property;

“**rent**” includes a rent service or a rent charge, or other rent, toll, duty, royalty, or annual or periodical payment in money or money’s worth reserved or issuing out of or charged upon land, but does not include mortgage interest; “**fine**” includes a premium or foregift and any payment, consideration or benefit in the nature of a fine, premium or foregift; “**lessor**” includes an underlessor and a person deriving title under a lessor or underlessor; and “**lessee**” includes an underlessee and a person deriving title under a lessee or under-lessee; and “**lease**” includes an underlease or other tenancy.

#### 4 Effect of extinguishment of reversion

[E1925/139]

- (1) Where a reversion expectant on a lease of land is surrendered or merged, the estate or interest which as against the lessee for the time being confers the next vested right to the land, shall be deemed the reversion for the purpose of preserving the same incidents and obligations as

would have affected the original reversion had there been no surrender or merger thereof.

- (2) This section applies to surrenders or mergers effected either before or after the commencement of this Act.

## 5 Apportionment of conditions on severance

[E1925/140; M1908/10 (Amplified re-enactment)]

- (1) Notwithstanding the severance by conveyance, surrender, or otherwise of the reversionary estate in any land comprised in a lease, and notwithstanding the avoidance or cesser in any other manner of the term granted by a lease as to part only of the land comprised therein, every condition or right of re-entry and every other condition contained in the lease, shall be apportioned, and shall remain annexed to the severed parts of the reversionary estate as severed, and shall be in force with respect to the term whereon each severed part is reversionary, or the term in the part of the land as to which the term has not been surrendered, or has not been avoided or has not otherwise ceased, in like manner as if the land comprised in each severed part, or the land as to which the term remains subsisting, as the case may be, had alone originally been comprised in the lease.

- (2) In this section, "right of re-entry" includes a right to determine the lease by notice to quit or otherwise; but where the notice is served by a person entitled to a severed part of the reversion so that it extends to part only of the land demised, the lessee may within one month determine the lease in regard to the rest of the land by giving to the owner of the reversionary estate therein a counter notice expiring at the same time as the original notice:

Provided that where the land demised is an agricultural holding within the meaning of the Agricultural Holdings Acts for the time being in force, the tenant on whom notice to quit is served by the person entitled to a severed part of the reversion may at any time within twenty-eight days of the service of such notice to quit, serve on the persons severally entitled to the severed parts of the reversion a notice in writing to the effect that he accepts the notice to quit as a notice to quit the entire holding given by the persons so severally entitled to take effect at the same time as the original notice.

- (3) This section applies to leases made before or after the commencement of this Act and whether the severance of the reversionary estate or the partial avoidance or cesser of the term was effected before or after such commencement.

**6 Rent and benefit of lessee's covenants to run with the reversion**

[E1925/141]

- (1) Rent reserved by a lease, and the benefit of every covenant or provision therein contained, having reference to the subject matter thereof, and on the lessee's part to be observed or performed, and every condition of re-entry and other condition therein contained, shall be annexed and incident to and shall go with the reversionary estate in the land, or in any part thereof, immediately expectant on the term granted by the lease, notwithstanding severance of that reversionary estate, and without prejudice to any liability affecting a covenantor or his estate.
- (2) Any such rent, covenant or provision shall be capable of being recovered, received, enforced, and taken advantage of, by the person from time to time entitled, subject to the term, to the income of the whole or any part, as the case may require, of the land leased.
- (3) Where that person becomes entitled by conveyance or otherwise, such rent, covenant or provision may be recovered, received, enforced or taken advantage of by him notwithstanding that he becomes so entitled after the condition of re-entry or forfeiture has become enforceable, but this subsection does not render enforceable any condition of re-entry or other condition waived or released before such person becomes entitled as aforesaid.
- (4) This section applies to leases made before or after the commencement of this Act, but does not affect the operation of —
  - (a) any severance of the reversionary estate; or
  - (b) any acquisition by conveyance or otherwise of the right to receive or enforce any rent covenant or provision;effected before the commencement of this Act.

**7 Obligation of lessor's covenants to run with reversion**

[E1925/142; Manx 1908/9]

- (1) The obligation under a condition or of a covenant entered into by a lessor with reference to the subject matter of the lease shall, if and as far as the lessor has power to bind the reversionary estate immediately expectant on the term granted by the lease, be annexed and incident to and shall go with that reversionary estate, or the several parts thereof, notwithstanding severance of that reversionary estate, and may be taken advantage of and enforced by the person in whom the term is from time to time vested by conveyance, devolution in law, or otherwise; and, if and as far as the lessor has power to bind the person from time to time entitled to that reversionary estate, the obligation aforesaid may be taken advantage of and enforced against any person so entitled.



- (2) This section applies to leases made before or after the commencement of this Act, whether the severance of the reversionary estate was effected before or after such commencement.

This section takes effect without prejudice to any liability affecting a covenantor or his estate.

## 8 Effect of licences granted to lessees

[E1925/143; Formerly E1859]

- (1) Where a licence is granted to a lessee to do any act, the licence, unless otherwise expressed, extends only —
- (a) to the permission actually given; or
  - (b) to the specific breach of any provision or covenant referred to; or
  - (c) to any other matter thereby specifically authorised to be done;

and the licence does not prevent any proceeding for any subsequent breach unless otherwise specified in the licence.

- (2) Notwithstanding any such licence —
- (a) All rights under covenants and powers of re-entry contained in the lease remain in full force and are available as against any subsequent breach of covenant, condition or other matter not specifically authorised or waived, in the same manner as if no licence had been granted; and
  - (b) The condition or right of entry remains in force in all respects as if the licence had not been granted, save in respect of the particular matter authorised to be done.

- (3) Where in any lease there is a power or condition of re-entry on the lessee assigning, sub-letting or doing any other specified act without a licence, and a licence is granted —

- (a) to any one of two or more lessees to do any act, or to deal with his share or interest; or
- (b) to any lessee, or to any one of two or more lessees to assign or underlet part only of the property, or to do any act in respect of part only of the property;

the licence does not operate to extinguish the right of entry in case of any breach of covenant or condition by the co-lessees of the other shares or interests in the property, or by the lessee or lessees of the rest of the property (as the case may be) in respect of such shares or interests or remaining property, but the right of entry remains in force in respect of the shares, interests or property not the subject of the licence.

- (4) This section applies to licences granted before or after the commencement of this Act.

**9 No fine to be exacted for licence to assign**

[E1925/144; Manx 1908/16]

In all leases containing a covenant, condition, or agreement against assigning, underletting, or parting with possession, or disposing of the land or property leased without licence or consent, such covenant, condition, or agreement shall, unless the lease contains an express provision to the contrary, be deemed to be subject to a proviso to the effect that no fine or sum of money in the nature of a fine shall be payable for or in respect of such licence or consent; but this proviso does not preclude the right to require the payment of a reasonable sum in respect of any legal or other expense incurred in relation to such licence or consent.

**10 Lessee to give notice of ejectment to lessor**

[E1925/145]

Every lessee to whom there is delivered any summons for the recovery of premises demised to or held by him, or to whose knowledge any such summons comes, shall forthwith give notice thereof to his lessor or his agent, and, if he fails so to do, he shall be liable to forfeit to the person of whom he holds the premises an amount equal to the value of three years' improved or rack rent of the premises, to be recovered by proceedings in any court having jurisdiction in respect of claims for such an amount.

**11 Restrictions on and relief against forfeiture of leases and under-leases**

[E1925/146; Manx 1908/13(1) (2) and (4); Manx 1908/14 (1) (not identical); Manx 1908/15]

- (1) A right of re-entry or forfeiture under any proviso or stipulation in a lease for a breach of any covenant or condition in the lease shall not be enforceable, by action or otherwise, unless and until the lessor serves on the lessee a notice —
- (a) specifying the particular breach complained of; and
  - (b) if the breach is capable of remedy, requiring the lessee to remedy the breach; and
  - (c) in any case, requiring the lessee to make compensation in money for the breach;

and the lessee fails, within a reasonable time thereafter, to remedy the breach, if it is capable of remedy, and to make reasonable compensation in money, to the satisfaction of the lessor, for the breach.

- (2) Where a lessor is proceeding, by action or otherwise, to enforce such a right of re-entry or forfeiture, the lessee may, in the lessor's action, if any, or in any action brought by himself, apply to the court for relief; and the court may grant or refuse relief, as the court, having regard to the proceedings and conduct of the parties under the foregoing provisions of this section, and to all the other circumstances, thinks fit; and in case of relief may grant it on such terms, if any, as to costs, expenses, damages,

compensation, penalty, or otherwise, including the granting of an injunction to restrain any like breach in the future, as the court, in the circumstances of each case, thinks fit.

- (3) A lessor shall be entitled to recover as a debt due to him from a lessee, and in addition to damages (if any), all reasonable costs and expenses properly incurred by the lessor in the employment of an advocate and surveyor or valuer, or otherwise, in reference to any breach giving rise to a right of re-entry or forfeiture which, at the request of the lessee, is waived by the lessor, or from which the lessee is relieved, under the provisions of this Act.
- (4) Where a lessor is proceeding by action or otherwise to enforce a right of re-entry or forfeiture under any covenant, proviso, or stipulation in a lease, or for non-payment of rent, the court may, on application by any person claiming as under-lessee any estate or interest in the property comprised in the lease or any part thereof, either in the lessor's action (if any) or in any action brought by such person for that purpose, make an order vesting, for the whole term of the lease or any less term, the property comprised in the lease or any part thereof in any person entitled as under-lessee to any estate or interest in such property upon such conditions as to execution of any deed or other document, payment of rent, costs, expenses, damages, compensation, giving security, or otherwise, as the court in the circumstances of each case may think fit, but in no case shall any such under-lessee be entitled to require a lease to be granted to him for any longer term than he had under his original sub-lease.
- (5) For the purposes of this section —
  - (a) "Lease" includes an original or derivative under-lease; also an agreement for a lease where the lessee has become entitled to have his lease granted; also a grant at a fee farm rent, or securing a rent by condition; also a contract of tenancy within the meaning of the *Tenancies (Implied Terms) Act, 1954*.
  - (b) "Lessee" includes an original or derivative under-lessee, and the persons deriving title under a lessee; also a grantee under any such grant as aforesaid and the persons deriving title under him; also a tenant within the meaning of the *Tenancies (Implied Terms) Act, 1954*.
  - (c) "Lessor" includes an original or derivative under-lessor and the persons deriving title under a lessor; also a person making such grant as aforesaid and the persons deriving title under him; also a landlord within the meaning of the *Tenancies (Implied Terms) Act, 1954*.
  - (d) "Under-lease" includes an agreement for an under-lease where the under-lessee has become entitled to have his under-lease granted;

- (e) “Under-lessee” includes any person deriving title under an under-lessee.
- (6) This section applies although the proviso or stipulation under which the right of re-entry or forfeiture accrues is inserted in the lease in pursuance of the directions of any Act of Tynwald or any Act of the Imperial Parliament applying to the Isle of Man.
- (7) For the purposes of this section, a lease limited to continue as long only as the lessee abstains from committing a breach of covenant, shall be, and take effect as, a lease to continue for any longer term for which it could subsist, but determinable by a proviso for re-entry on such a breach.
- (8) This section does not extend —
- (i) To a covenant or condition against assigning, underletting, parting with the possession, or disposing of the land leased where the breach occurred before the commencement of this Act; or
  - (ii) In the case of a mining lease, to a covenant or condition for allowing the lessor to have access to or inspect books, accounts, records, weighing machines or other things, or to enter or inspect the mine or the workings thereof.
- (9) This section does not apply to a condition for forfeiture on the bankruptcy of the lessee or on taking in execution of the lessee’s interest if contained in a lease of —
- (a) Agricultural or pastoral land;
  - (b) Mines or minerals;
  - (c) A house used or intended to be used as a public-house or beer-shop;
  - (d) A house let as a dwelling-house, with the use of any furniture, books, works of art, or other chattels not being in the nature of fixtures;
  - (e) Any property with respect to which the personal qualifications of the tenant are of importance for the preservation of the value or character of the property, or on the ground of neighbourhood to the lessor, or to any person holding under him.
- (10) Where a condition of forfeiture on the bankruptcy of the lessee or on taking in execution of the lessee’s interest is contained in any lease, other than a lease of any of the classes mentioned in the last subsection, then —
- (a) if the lessee’s interest is sold within one year from the bankruptcy or taking in execution, this section applies to the forfeiture condition aforesaid;
  - (b) if the lessee’s interest is not sold before the expiration of that year, this section only applies to the forfeiture condition aforesaid

during the first year from the date of the bankruptcy or taking in execution.

- (11) This section does not, save as otherwise mentioned, affect the law relating to re-entry or forfeiture or relief in case of non-payment of rent.
- (12) Nothing in subsection (8), subsection (9) and subsection (10) of this section shall affect the provisions of subsection (4) of this section.
- (13) This section has effect notwithstanding any stipulation to the contrary.

## 12 Provisions as to covenants to repair

[LTA 1927/18]

- (1) Damages for a breach of a covenant or agreement to keep or put premises in repair during the currency of a lease, or to leave or put premises in repair at the termination of a lease, whether such covenant or agreement is expressed or implied, and whether general or specific shall in no case exceed the amount (if any) by which the value of the reversion (whether immediate or not) in the premises is diminished owing to the breach of such covenant or agreement as aforesaid; and in particular no damage shall be recovered for a breach of any such covenant or agreement to leave or put premises in repair at the termination of a lease, if it is shown that the premises, in whatever state of repair they might be, would at or shortly after the termination of the tenancy have been or be pulled down, or such structural alterations made therein as would render valueless the repairs covered by the covenant or agreement.
- (2) A right of re-entry or forfeiture for a breach of any such covenant or agreement as aforesaid shall not be enforceable, by action or otherwise, unless the lessor proves that the fact that such a notice, as is required by section 11 of this Act, had been served on the lessee was known either —
  - (a) to the lessee; or
  - (b) to an under-lessee holding under an under-lease which reserved a nominal reversion only to the lessee; or
  - (c) to the person who last paid the rent due under the lease either on his own behalf or as agent for the lessee or under-lessee,

and that a time reasonably sufficient to enable the repairs to be executed had elapsed since the time when the fact of the service of the notice came to the knowledge of any such person.

Where a notice has been sent by registered post addressed to a person at his last known place of abode in the Isle of Man or the United Kingdom, then, for the purposes of this subsection, that person shall be deemed, unless the contrary is proved, to have had knowledge of the fact that the notice had been served as from the time at which the letter would have been delivered in the ordinary course of post.

This subsection shall be construed as one with section 11 of this Act.

- (3) This section applies whether the lease was created before or after the commencement of this Act.

### 13 Relief against notice to effect decorative repairs

[E1925/147]

- (1) After a notice is served on a lessee relating to the internal decorative repairs to a house or other building, he may apply to the court for relief, and if, having regard to all the circumstances of the case (including in particular the length of the lessee's term or interest remaining unexpired), the court is satisfied that the notice is unreasonable, it may, by order, wholly or partially relieve the lessee from liability for such repairs.
- (2) This section does not apply —
- (i) where the liability arises under an express covenant or agreement to put the property in a decorative state of repair and the covenant or agreement has never been performed;
  - (ii) to any matter necessary or proper —
    - (a) for putting or keeping the property in a sanitary condition; or
    - (b) for the maintenance or preservation of the structure;
  - (iii) to any statutory liability to keep a house in all respects reasonably fit for human habitation;
  - (iv) to any covenant or stipulation to yield up the house or other building in a specified state of repair at the end of the term.
- (3) In this section, "lease" includes an under-lease and an agreement for a lease, and "lessee" has a corresponding meaning and includes any person liable to effect the repairs.
- (4) This section applies whether the notice is served before or after the commencement of this Act, and has effect notwithstanding any stipulation to the contrary.

### 14 Waiver of a covenant in a lease

[E1925/148]

- (1) Where any actual waiver by a lessor or the persons deriving title under him of the benefit of any covenant or condition in any lease is proved to have taken place in any particular instance, such waiver shall not be deemed to extend to any instance, or to any breach of covenant or condition save that to which such waiver specially relates, nor operate as a general waiver of the benefit of any such covenant or condition.
- (2) This section applies unless a contrary intention appears and extends to waivers effected before or after the commencement of this Act.

**15 Leasing powers of mortgagor**

[M1908/20]

- (1) A mortgagor of land while in possession shall, as against every incumbrancer, have, by virtue of this section, power to make from time to time any such lease of the mortgaged land, or any part thereof, as is in this section described and authorised.
- (2) The leases which this section authorises are for any term not exceeding twenty-one years.
- (3) Every person making a lease under this section may execute and do all assurances and things necessary or proper in that behalf.
- (4) Every such lease shall be made to take effect in possession not later than twelve months after its date.
- (5) Every such lease shall reserve the best rent that can reasonably be obtained, regard being had to the circumstances of the case, but without any fine being taken.
- (6) Every such lease shall contain covenants by the lessee for payment of the rent, and a condition of re-entry on the rent not being paid within a time therein specified, not exceeding thirty days.
- (7) In case of a lease by a mortgagor, he shall permit the mortgagee at all reasonable times to inspect such lease, and take extracts therefrom, or a copy thereof.
- (8) A contract to make or accept a lease under this section may be enforced by or against every person on whom the lease if granted would be binding.
- (9) This section applies only if and as far as a contrary intention is not expressed by the mortgagor and mortgagee in the mortgage deed, or otherwise in writing, and shall have effect subject to the terms of the mortgage deed or of any such writing and to the provisions therein contained.
- (10) Nothing in this section shall prevent the mortgage deed from reserving to or conferring on the mortgagor or the mortgagee, or both, any further or other powers of leasing or having reference to leasing; and any further or other powers so reserved or conferred shall be exercisable, as far as may be, as if they were conferred by this section, and with all the like incidents, effects, and consequences, unless a contrary intention is expressed in the mortgage deed.
- (11) Nothing in this section shall be construed to enable a mortgagor to make a lease for any longer term or on any other conditions than such as could have been granted or imposed by the mortgagor, with the concurrence of all the incumbrancers, if this section had not been passed.

- (12) This section applies only in the case of a mortgage made after the 6th day of July, 1908; but the provisions thereof, or any of them, may, by agreement in writing made after the 6th day of July, 1908, between the mortgagor and mortgagee, be applied to a mortgage made before the 6th day of July, 1908, so, nevertheless, that any such agreement shall not prejudicially affect any right or interest of any mortgagee not joining in or adopting the agreement.
- (13) The provisions of this section referring to a lease shall be construed to extend and apply, as far as circumstances admit, to any letting, and to an agreement in writing for leasing or letting.

## **16 Surrender of a lease, without prejudice to under-leases with a view to the grant of a new lease**

[E1925/150]

- (1) A lease may be surrendered with a view to the acceptance of a new lease in place thereof, without a surrender of any under-lease derived thereout.
- (2) A new lease may be granted and accepted, in place of any lease so surrendered, without any such surrender of an under-lease as aforesaid, and the new lease operates as if all under-leases derived out of the surrendered lease had been surrendered before the surrender of that lease was effected.
- (3) The lessee under the new lease and any person deriving title under him is entitled to the same rights and remedies in respect of the rent reserved by and the covenants, agreements and conditions contained in any under-lease as if the original lease had not been surrendered but was or remained vested in him.
- (4) Each under-lessee and any person deriving title under him is entitled to hold and enjoy the land comprised in his under-lease (subject to the payment of any rent reserved by and to the observance of the covenants, agreements and conditions contained in the under-lease) as if the lease out of which the under-lease was derived had not been surrendered.
- (5) The lessor granting the new lease and any person deriving title under him is entitled to the same remedies, by arrest or entry in and upon the land comprised in any such under-lease for rent reserved by or for breach of any covenant, agreement or condition contained in the new lease (so far only as the rents reserved by or the covenants, agreements or conditions contained in the new lease do not exceed or impose greater burdens than those reserved by or contained in the original lease out of which the under-lease is derived) as he would have had —
  - (a) If the original lease had remained on foot; or
  - (b) If a new under-lease derived out of the new lease had been granted to the under-lessee or a person deriving title under him;



as the case may require.

- (6) This section does not affect the powers of the court to give relief against forfeiture.

## **17 Provision as to attornments by tenants**

[E1925/151]

- (1) Where land is subject to a lease —
- (a) the conveyance of a reversion in the land expectant on the determination of the lease; or
  - (b) the creation or conveyance of a rent-charge to issue or issuing out of the land;

shall be valid without any attornment of the lessee;

Nothing in this subsection —

- (i) affects the validity of any payment of rent by the lessee to the person making the conveyance or grant before notice of the conveyance or grant is given to him by the person entitled thereunder; or
  - (ii) renders the lessee liable for any breach of covenant to pay rent, on account of his failure to pay rent to the person entitled under the conveyance or grant before such notice is given to the lessee.
- (2) An attornment by the lessee in respect of any land to a person claiming to be entitled to the interest in the land of the lessor, if made without the consent of the lessor, shall be void.

This subsection does not apply to an attornment —

- (a) made pursuant to a judgment of a court of competent jurisdiction; or
- (b) to a mortgagee, by a lessee holding under a lease from the mortgagor where the right of redemption is barred; or
- (c) to any other person rightfully deriving title under the lessor.

## **18 Leases invalidated by reason of non-compliance with terms of powers under which they are granted**

[E1925/152]

- (1) Where in the intended exercise of any power of leasing, whether conferred by an Act of Tynwald or an Act of the Imperial Parliament or any other instrument, a lease (in this section referred to as an invalid lease) is granted, which by reason of any failure to comply with the terms of the power is invalid, then —
- (a) as against the person entitled after the determination of the interest of the grantor to the reversion; or

- (b) as against any other person who, subject to any lease properly granted under the power, would have been entitled to the land comprised in the lease;

the lease, if it was made in good faith, and the lessee has entered thereunder, shall take effect in equity as a contract for the grant, at the request of the lessee, of a valid lease under the power, of like effect as the invalid lease, subject to such variations as may be necessary in order to comply with the terms of the power:

Provided that a lessee under an invalid lease shall not, by virtue of any such implied contract, be entitled to obtain a variation of the lease if the other persons who would have been bound by the contract are willing and able to confirm the lease without variation.

- (2) Where a lease granted in the intended exercise of such a power is invalid by reason of the grantor not having power to grant the lease at the date thereof, but the grantor's interest in the land comprised therein continues after the time when he might, in the exercise of the power, have properly granted a lease in the like terms, the lease shall take effect as a valid lease in like manner as if it had been granted at that time.
- (3) Where during the continuance of the possession taken under an invalid lease the person for the time being entitled, subject to such possession, to the land comprised therein or to the rents and profits thereof, is able to confirm the lease without variation, the lessee, or other person who would have been bound by the lease had it been valid, shall, at the request of the person so able to confirm the lease, be bound to accept a confirmation thereof, and thereupon the lease shall have effect and be deemed to have had effect as a valid lease from the grant thereof.

Confirmation under this subsection may be by a memorandum in writing signed by or on behalf of the persons respectively confirming and accepting the confirmation of the lease.

- (4) Where a receipt or a memorandum in writing confirming an invalid lease is, upon or before the acceptance of rent thereunder, signed by or on behalf of the person accepting the rent, that acceptance shall, as against that person, be deemed to be a confirmation of the lease.
- (5) The foregoing provisions of this section do not affect prejudicially —
- (a) any right of action or other right or remedy to which, but for those provisions or any enactment replaced by those provisions, the lessee named in an invalid lease would or might have been entitled under any covenant on the part of the grantor for title or quiet enjoyment contained therein or implied thereby; or
- (b) any right of re-entry or other right or remedy to which, but for those provisions or any enactment replaced thereby, the grantor or other person for the time being entitled to the reversion expectant on the termination of the lease, would or might have

been entitled by reason of any breach of the covenants, conditions or provisions contained in the lease and binding on the lessee.

- (6) Where a valid power of leasing is vested in or may be exercised by a person who grants a lease which, by reason of the determination of the interest of the grantor or otherwise, can not have effect and continuance according to the terms thereof independently of the power, the lease shall for the purposes of this section be deemed to have been granted in the intended exercise of the power although the power is not referred to in the lease.
- (7) This section does not apply to a lease of land held on charitable, ecclesiastical or public trusts.
- (8) This section takes effect without prejudice to the provision in this Act for the grant of leases in the name and on behalf of the estate owner of the land affected.

## **19 Application to existing leases**

This Act, except where otherwise expressly provided, applies to leases created before or after the commencement of this Act, and “lease” includes an under-lease or other tenancy.

## **20 Service of notices**

[LTA 1927/23]

- (1) Any notice, request, demand or other instrument under this Act shall be in writing and may be served on the person on whom it is to be served personally, or by leaving it for him at his last known place of abode in the Isle of Man, or by sending it through the post in a registered letter addressed to him at his last known place of abode in the Isle of Man or elsewhere, or, in the case of a local or public authority or a statutory or a public utility company, to the secretary or other proper officer at the principal office of such authority or company, and in the case of a notice to a landlord, the person on whom it is to be served shall include any agent of the landlord duly authorised in that behalf.
- (2) Unless or until a tenant of a holding shall have received notice that the person theretofore entitled to the rents and profits of the holding (hereinafter referred to as “the original landlord”) has ceased to be so entitled, and also notice of the name and address of the person who has become entitled to such rents and profits, any claim, notice, request, demand, or other instrument which the tenant shall serve upon or deliver to the original landlord shall be deemed to have been served upon or delivered to the landlord of such holding.

**21 [Repealed]<sup>2</sup>****22 Commencement of Act**

This Act shall come into operation when the Royal Assent thereto has been announced by the Governor to Tynwald and a certificate thereof has been signed by the Governor and the Speaker of the House of Keys.

**SCHEDULE<sup>3</sup>**



**ENDNOTES****Table of Legislation History**

<b>Legislation</b>	<b>Year and No</b>	<b>Commencement</b>

**Table of Renumbered Provisions**

<b>Original</b>	<b>Current</b>

**Table of Endnote References**


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<sup>1</sup> S 2 substituted by Agricultural Tenancies Act 2008 Sch.

<sup>2</sup> S 21 repealed by Statute Law Revision Act 1983 Sch 2.

<sup>3</sup> Sch repealed by Statute Law Revision Act 1983 Sch 2.