



Ecclesiastical Leasing Act 1842

1842 CHAPTER 108 5 and 6 Vict

An Act for enabling Ecclesiastical Corporations, aggregate and sole, to grant Leases for Long Terms of Years. [12th August 1842]

Editorial Information

X1 Act repealed (1.4.1978) as to incumbents by [Endowments and Glebe Measure 1976 \(No. 4\)](#), [Sch. 7](#)

Textual Amendments

F1 Act applied (with modifications) (30.10.1994) by [S.I. 1994/2716](#), [reg. 86\(4\)](#)

Modifications etc. (not altering text)

- C1 Short title given by [Short Titles Act 1896 \(c. 14\)](#)
- C2 Act amended by [Ecclesiastical Leasing Act 1858 \(c. 57\)](#); incorporated with [Ecclesiastical Leasing Act 1858 \(c. 57\)](#), [s. 12](#) and excluded by [Benefices \(Stabilization of Incomes\) Measure 1951 \(No. 5\)](#), [s. 3](#) and [Cathedrals Measure 1963 \(No. 2\)](#), [s. 53](#), [Sch. I](#)
- C3 Preamble omitted under authority of [Statute Law Revision \(No. 2\) Act 1890 \(c. 51\)](#)

[1.] Ecclesiastical corporations, aggregate or sole, (with certain exceptions,) empowered to grant building leases, under certain restrictions.

It shall be lawful for any ecclesiastical corporation, aggregate or sole, except any college or corporation of vicars choral, priest vicars, senior vicars, custos and vicars, or minor canons, and except also any ecclesiastical hospital, or the master thereof, from time to time after the passing of this Act, with such consent and under such restrictions as are herein-after mentioned, by any deed duly executed, to lease all or any part of the lands or houses of or belonging to such corporation in his or their corporate capacity (except as herein-after is mentioned), and whether such lands or houses may or may not have been previously leased under the provisions of this Act, for any term or number of years not exceeding ninety-nine years, to take effect in possession and not in reversion or by way of future interest, to any person who may be willing to improve or repair the present or any future houses thereon, or any of them, or to erect other houses instead thereof, or to erect any houses or other buildings on any lands whereon no building shall be standing, or who shall be willing to annex

Status: Point in time view as at 01/02/1991.

Changes to legislation: Ecclesiastical Leasing Act 1842 (repealed) is up to date with all changes known to be in force on or before 19 July 2024. There are changes that may be brought into force at a future date. Changes that have been made appear in the content and are referenced with annotations. (See end of Document for details)

any part of the same lands to buildings erected or to be erected on the said lands or any part thereof, or otherwise to improve the said premises on any part thereof; and with or without liberty for the lessee to take down any buildings which may be upon the lands in such leases respectively to be comprised, and to dispose of the materials thereof to such uses and purposes as shall be agreed upon; and with or without liberty for the lessee to set out and allot any part of the respective premises to be comprised in any such lease as and for ways, passages, sewers, drains, wells, reservoirs, yards, or otherwise, for the use and convenience of the respective lessees, tenants, or occupiers of the premises, or for the general improvement of the premises; and also with or without liberty for the lessee to dig, take, and carry away and dispose of such earth, clay, sand, loam, or gravel, as it shall be found convenient to remove for effecting any of the purposes aforesaid; so as there be reserved by every such lease the best yearly rent that can be reasonably obtained for the premises therein comprised, payable half-yearly or oftener; and so as every such lease be made without taking any fine, premium, or forfeit, or anything in the nature thereof, for or in respect of the making of the same; and so as in every such lease made for the purpose of having buildings erected there shall be contained a covenant on the part of the lessee to build, complete, and finish the houses which may be agreed to be erected on the premises, if not then already done, within a time or times to be specified for that purpose, and to keep in repair during the term such houses; and so as in every such lease made for the purpose of having buildings repaired or rebuilt there shall be contained a covenant on the part of the lessee or lessees substantially to rebuild or repair the same within a time or times to be specified for that purpose, and to keep in repair during the term the houses agreed to be rebuilt and repaired; and so as in every such lease, whether for the purpose of having buildings erected or otherwise, there be contained on the part of the lessee a covenant for the due payment of the rent to be thereby reserved, and of all taxes, charges, rates, assessments, and impositions whatsoever affecting the same premises, and also a covenant for keeping the houses erected and to be erected on the premises to be therein comprised (except any works or manufactories which may not be insurable) insured from damage by fire, to the amount of four fifths at least of the value thereof, in some or one of the public offices of insurance in London, Westminster, Norwich, Bristol, Exeter, Newcastle on Tyne, York, or Liverpool, or of the Kent Fire Insurance Company, (the particular office of insurance being named in the lease,) and to lay out the money to be received by virtue of such insurance, and also all such other sums as shall be necessary, in rebuilding, repairing, and reinstating such houses as shall be destroyed or damaged by fire, and also to surrender the possession of and leave in repair the houses erected and to be erected or rebuilt or repaired on the premises therein comprised on the expiration or other sooner determination of the term to be thereby granted, and within twenty-one days after any assignment of such lease shall be made to deliver a copy of such assignment to the lessor or reversioner for the time being; and so as in every such lease there be contained a power for the lessor or reversioner for the time being, and his or their surveyors and agents, to enter upon the premises, and inspect the condition thereof, and also a proviso or condition of re-entry for non-payment of the rent or rents to be thereby reserved, or for nonperformance of any of the covenants, provisoes, and conditions to be therein contained, on the part of the lessee, his executors, administrators, or assigns, and with or without a proviso that no breach of any of the covenants, provisoes, and conditions to be therein contained (except the covenant for payment of the rent, and other such covenants, provisoes, or conditions, if any, as may be agreed between the parties to be so excepted,) shall occasion any forfeiture of such lease, or of the term thereby granted, or give any right of re-entry, unless or until judgment shall have been obtained in an action for such breach of covenant, nor unless the damages and costs to be recovered in such action shall have remained unpaid for the space of three calendar months after judgment shall have been

Status: Point in time view as at 01/02/1991.

Changes to legislation: Ecclesiastical Leasing Act 1842 (repealed) is up to date with all changes known to be in force on or before 19 July 2024. There are changes that may be brought into force at a future date. Changes that have been made appear in the content and are referenced with annotations. (See end of Document for details)

obtained in such action; and every such lease may also contain any other covenants, provisoes, conditions, agreements, and restrictions, which shall appear reasonable to the lessor for the time being, and the person or persons whose consent is hereby declared to be essential to the validity of such lease, and particularly any provisions for apportioning the rent to be reserved by any lease made under this power, and for exonerating any part of the lands or houses to be comprised in any such lease from the payment of any specified portion of the whole rent to be thereby reserved; and so that the respective lessees execute counterparts of their respective leases.

2 Power to reserve increased rent.

On every or any building or repairing lease to be granted under the authority of this Act it shall be lawful for the corporation granting such lease to reserve a small rent, during the six first years of the term thereby created, or during any of such six first years to be specified in that behalf in such lease, and to reserve, in addition to the rent to be so reserved, an increased rent or increased rents, to become payable after the expiration of such six first years, or after any of such six years to be specified in that behalf in such lease (as the case may be), or otherwise to make any such increased rent or rents first payable at any time not exceeding six years after the commencement of the term created by such lease when a stipulated progress shall have been made in the buildings, rebuildings, or reparations, in respect of the erection, construction, or reparation of which the same lease shall have been granted.

3 Land may be appropriated for streets, yards, &c.

It shall be lawful for any corporation hereby empowered to grant leases as aforesaid, with such consent as is hereby declared to be requisite to the validity of any lease to be granted by such corporation under the provisions of this Act, to lay out and appropriate any part or parts of the lands and grounds which such corporation shall be empowered or authorized to lease on building or repairing leases under the provisions of this Act, as and for a way or ways, yard or yards, garden or gardens, to the buildings erected or to be erected on any of the same lands or grounds, or on any of the adjoining lands or grounds so to be leased as aforesaid, or for yards or places necessary or convenient for carrying on any manufacture or trade, and also to appropriate any part of the same lands and grounds as and for ways, streets, squares, avenues, passages, sewers, or otherwise for the general improvement of the estate, and the accommodation of the lessees, tenants, and occupiers thereof, in such manner as shall be mentioned and agreed upon in any lease to be granted as aforesaid, or in any general deed to be executed for that purpose (such general deed, if any, to be duly executed by the corporation hereby authorized to make such deed, and to be made with such consent as last aforesaid, and to be enrolled in [^{F2}the High Court] within six calendar months from the date of such deed), and also by such lease or general deed to give such privileges and other easements as the corporation herein-before authorized to grant such lease or make such deed shall, with such consent as aforesaid, deem reasonable or convenient.

Textual Amendments

F2 Words substituted by virtue of [Supreme Court of Judicature \(Consolidation\) Act 1925 \(c. 49\), s. 224\(1\)](#)

Status: Point in time view as at 01/02/1991.

Changes to legislation: Ecclesiastical Leasing Act 1842 (repealed) is up to date with all changes known to be in force on or before 19 July 2024. There are changes that may be brought into force at a future date. Changes that have been made appear in the content and are referenced with annotations. (See end of Document for details)

4 Ecclesiastical corporations may lease running water, and water-leaves and wayleaves.

It shall be lawful for any ecclesiastical corporation, aggregate or sole, except as aforesaid, from time to time after the passing of this Act, with such consent and under such restrictions as are hereinafter mentioned, by any deed or deeds duly executed, to grant by way of lease, unto any person or persons whomsoever, any liberties, licences, powers, or authorities to have, use, or take, either in common with or to the exclusion of any other person or persons, all or any of the water flowing, or which shall or may flow or be made to flow, in, through, upon, or over any lands or hereditaments belonging to such corporation in his or their corporate capacity, or any part or parts thereof, (except as herein-after is mentioned,) and also any wayleaves or waterleaves, canals, watercourses, tramroads, railways, and other ways, paths, or passages, either subterraneous or over the surface of any lands, store yards, wharfs, or other like easements or privileges, in, upon, out of, or over any part or parts of the lands belonging to such corporation, in his or their corporate capacity, (except as herein-after is mentioned,) for any term or number of years not exceeding sixty years, to take effect in possession and not in reversion or by way of future interest, so as there be reserved on every such grant by way of lease as last aforesaid, payable half-yearly or oftener, during the continuance of the term of years thereby created, the best yearly rent or rents, either in the shape of a stated or fixed sum of money, or by way of toll or otherwise, that can be reasonably had or gotten for the same, without taking any fine, premium, or foregift, or anything in the nature of a fine, premium, or foregift, for the making thereof (other than any provision or provisions which it may be deemed expedient to insert in any such grant, rendering it obligatory on the grantee or lessee, or grantees or lessees, to repair or contribute to the repair of any roads or ways, or to keep open or otherwise use, in any specified manner, any water or watercourse to be comprised in or affected by any such grant or lease); and so as there be contained in every such grant by way of lease as last aforesaid a condition or power of re-entry, or a power to make void the same, in case the rent thereby reserved or made payable, or any part thereof, shall not be paid within some reasonable time to be therein specified in that behalf; and so as the respective grantees or lessees do execute counterparts of the respective grants or leases; and generally in and by each or any such grant by way of lease as last aforesaid there shall or may be reserved and contained any other reservations, covenants, agreements, provisoes, or stipulations whatsoever, not inconsistent with those hereby required to be reserved or contained in each such grant by way of lease, which it shall be deemed expedient to introduce therein.

5 Power to confirm leases voidable for informality, and to accept surrenders and grant new leases or apportioned leases.

It shall be lawful for any corporation hereby empowered to grant leases, from time to time, with such consent as is hereby declared to be requisite to the validity of any lease to be granted by such corporation under the provisions of this Act, to confirm any lease, grant, or general deed purporting to have been granted or made under the authority of this Act, in any case in which, for some technical error, informality, or irregularity in exercising the powers of this Act, such lease, grant, or deed shall be voidable or questionable, or to accept an actual or virtual surrender of any lease or grant which shall have been made and executed, or which shall purport to have been made and executed, by virtue of this Act; and so far as regards any mines, minerals, quarries, or beds, watercourses, ways, or other easements, which may be comprised in any such surrendered lease or grant, with such consent as aforesaid, to make any new lease or grant thereof in the same manner from time to time, as if the powers of leasing

Status: Point in time view as at 01/02/1991.

Changes to legislation: Ecclesiastical Leasing Act 1842 (repealed) is up to date with all changes known to be in force on or before 19 July 2024. There are changes that may be brought into force at a future date. Changes that have been made appear in the content and are referenced with annotations. (See end of Document for details)

herein contained had not been previously exercised; and so far as regards any lands and houses comprised in any such surrendered lease which may have been granted for building or repairing purposes, in any case where, at the time when such surrender shall be accepted, one fourth part or more than one fourth part of the term originally granted shall remain unexpired, with such consent as aforesaid, to make a new lease or several apportioned leases of the lands and houses comprised in such surrendered lease, for any time not exceeding the then residue of the term granted or mentioned or intended to be granted by such surrendered lease, and at a rent or apportioned rents equal in amount to or exceeding the former rent or rents; yet so nevertheless that no one rent shall be less than [^{F3}£2], and so that the rent to be reserved by any apportioned lease shall in no case exceed one fifth part of the rack-rent value of the land to be comprised in such lease, and of the houses erected or to be erected thereon, when finished and fit for habitation; and so far as regards any lands and houses comprised in any such surrendered lease which may have been granted for building or repairing purposes, in any case where, at the time when such surrender shall be accepted, less than one fourth part of the term originally granted shall remain unexpired, with such consent as aforesaid, to make any new lease or grant thereof, in the same manner, as far as may be applicable, as if the powers of leasing herein contained had not been exercised; and so also that in the case of the confirmation of any lease, or of the making of any new lease or grant, whether the same shall be a lease of houses for building or repairing purposes, or a lease or grant of any mines, minerals, quarries, or beds, watercourses, ways, or other easements, no fine, premium, or foregift shall be accepted for making or giving any such confirmation or new lease or grant or apportioned lease respectively; and so as the lessee or grantee, his executors, administrators, or assigns, whose lease or grant shall be so confirmed, or to whom any such new or apportioned lease shall be granted in lieu of any former lease as aforesaid, do consent to accept such confirmation, or new lease or grant, or apportioned lease, or do execute a counterpart thereof.

Textual Amendments

F3 Words substituted by virtue of [Decimal Currency Act 1969 \(c. 19\), s. 10\(1\)](#)

6 Mining leases may be granted.

It shall be lawful for any ecclesiastical corporation, aggregate or sole, except as aforesaid, from time to time, with the consent or consents hereby required, to grant or demise, by lease, for any term not exceeding sixty years, to take effect in possession, and not in reversion or by way of future interest, any mines, minerals, quarries, or beds belonging to such corporation, together with the right of working or of opening and working the same, and of working any adjacent mine by way of outstroke or other under-ground communication, and together also with such portion of land belonging to such corporation, and all such rights and liberties of way and passage, and other rights, easements, and facilities for the opening and working of all such mines, minerals, quarries, or beds, and leading and carrying away the produce thereof, or otherwise incident to mining operations, as shall be deemed expedient; and every such lease shall contain such reservations by way of rent, royalty, or share of the produce in kind, all or any thereof, or otherwise, and such powers, provisoes, restrictions, and covenants, as shall be approved by the [^{F4}Church Commissioners], due regard being had to the custom of the country or district within which such mines, minerals, quarries, or beds are situate; and no fine, premium, or foregift, nor anything in the nature thereof, shall be taken for or in respect of any such lease.

Status: Point in time view as at 01/02/1991.

Changes to legislation: Ecclesiastical Leasing Act 1842 (repealed) is up to date with all changes known to be in force on or before 19 July 2024. There are changes that may be brought into force at a future date. Changes that have been made appear in the content and are referenced with annotations. (See end of Document for details)

Textual Amendments

F4 Words substituted by virtue of [Church Commissioners Measure 1947 \(No. 2\), s. 18\(2\)](#)

7 **Execution of a lease by the necessary consenting parties to be evidence that the requisites of this Act have been complied with.**

The execution of any lease, grant, or general deed by the person or corporation, or several persons or corporations, whose consent is hereby made requisite to the validity of such lease or grant or general deed, shall be conclusive evidence that the several matters and things by this Act required to be done and performed previously to the granting or making of such lease, grant, or general deed, have been duly done and performed, and that the property comprised in such lease, grant, or general deed (as the case may be) does not form any part of the property excepted out of the powers of leasing conferred by this Act, and that the rent reserved by such lease (except an apportioned lease or grant) is the best rent that could be reasonably obtained for the property or rights comprised in such lease or grant, and that no fine, premium, or foregift, or any thing in the nature thereof, hath been taken for or in respect of the granting or making of such lease or grant, and (in the case of an apportioned lease) that the rent reserved by each such apportioned lease does not exceed one-fifth part of the rack-rent value of the land comprised in such lease and of the houses erected or to be erected thereon, when fit for habitation.

8 **Act not to restrain existing powers of leasing, except that after a lease under this Act the land shall not be leased except at rack rent.**

Nothing in this Act contained shall restrain any corporation hereby empowered to grant leases and make grants as aforesaid from granting any leases, or making any grants, whether by way of renewal or otherwise, which such corporation might have lawfully and rightfully granted or made, either under the provisions of any public or private Act of Parliament, or under any other authority, or in any other manner whatsoever in case this Act had not been passed, or from taking any fine, premium, or foregift from the lessees in any renewed or new leases named or to be named, or from their under-lessees, or from any other persons having or claiming an interest in any such renewal, for any such renewed or new leases, save and except that in every lease (other than any lease granted under the powers of this Act) which shall be granted by any such corporation as aforesaid, of any lands or houses which shall have been leased for building or repairing purposes under any of the powers of this Act, there shall be reserved the best improved rent, payable half-yearly or oftener, which can be obtained for the same, without taking any fine, premium, or foregift, or any thing in the nature of a fine, premium, or foregift, for making or granting the same.

9 **House of residence, garden, &c. not to be leased.**

Provided always, that this Act shall not authorize the granting of a lease, or the laying out or appropriating, for the purposes in this Act mentioned, of the palace or usual house of residence of or belonging to any archbishop or bishop, or any other corporation sole hereby empowered to grant leases as aforesaid, or of or belonging to any corporation aggregate or to any member of any corporation aggregate hereby authorized to grant leases as aforesaid, or of any offices, outbuildings, yards, gardens, orchards, or pleasure grounds to any such palace or other house of residence adjoining

Status: Point in time view as at 01/02/1991.

Changes to legislation: Ecclesiastical Leasing Act 1842 (repealed) is up to date with all changes known to be in force on or before 19 July 2024. There are changes that may be brought into force at a future date. Changes that have been made appear in the content and are referenced with annotations. (See end of Document for details)

or appurtenant, and which may be necessary or convenient for actual occupation with such palace or other house of residence, or the grant or lease of any mines, minerals, quarries, or beds, watercourses, ways, or other easements, the grant whereof may be prejudicial to the convenient enjoyment of any such palace or house of residence, or the pleasure grounds belonging thereto, or the leasing for the purposes aforesaid of any lands which any such corporation sole or aggregate, or any member of any such corporation aggregate, is expressly restrained from leasing by the provisions of any local or private Act of Parliament now in force.

10 Improved value of Episcopal Estates to be paid to Commissioners.

Upon any improvement in the annual value of any see, by means of any lease granted under this Act or otherwise, the annual sum, if any, directed to be charged upon the revenues of such see by any order in council, shall, by the authority provided in the ^{M1}Ecclesiastical Commissioners Act 1840 be forthwith directed to be increased to the extent of such improvement; or the annual sum (if any) directed by any like order to be paid to the bishop of such see shall, by the like authority, be forthwith directed to be reduced to the like extent, or to be altogether annulled, if not exceeding such improvement; and if such improvement shall exceed the annual sum so directed to be paid to such bishop, or if no annual sum shall have been directed to be paid by or to such bishop, then a fixed annual sum, equal to the excess in the one case, or to the whole of such improvement in the other case, shall, by the like authority, be forthwith directed to be charged upon the revenues of such see; and the increased or reduced or new payment (as the case may be) shall take effect upon the avoidance of the see next after such improvement, and not sooner.

Marginal Citations

M1 1840 c. 113.

11 Improved value of chapter property above a certain amount to be paid to Commissioners 4 & 5 Vict. c. 39.

The provisions of the said recited Act, and of the ^{M2}Ecclesiastical Commissioners Act 1841 under which provisions the incomes of the deans and canons of the cathedral church of Saint Paul in London, and of the collegiate churches of Westminster and Manchester, are to be so charged as to leave to such deans and canons the average annual incomes respectively specified in the same Acts, shall be extended so as to apply to all other deans and canons of cathedral and collegiate churches, (save and except the dean and canons of the cathedral church of Christ in Oxford,) whose annual incomes shall be improved beyond the amounts of such average annual incomes respectively; and upon any improvement in the annual revenues of any cathedral or collegiate church, after the gazetting of any order in council for charging the incomes of the dean or canons thereof, the amount of the charge created by such order shall, by the authority in the first recited Act provided, be forthwith directed to be increased to the extent of such improvement: Provided always, that any improvement in the annual value of the revenues of the dean and canons of the said cathedral church of Christ in Oxford by means of any lease granted under the provisions of this Act, and not otherwise, shall be subject to the provisions of this Act affecting deans or canons of other cathedral or collegiate churches: Provided also, that no charge so created, nor any increase of any such charge, shall affect the income of any dean or canon in possession at the time of such improvement.

Status: Point in time view as at 01/02/1991.

Changes to legislation: Ecclesiastical Leasing Act 1842 (repealed) is up to date with all changes known to be in force on or before 19 July 2024. There are changes that may be brought into force at a future date. Changes that have been made appear in the content and are referenced with annotations. (See end of Document for details)

Modifications etc. (not altering text)

C4 The “said recited Act” means [The Ecclesiastical Commissioners Act 1840 \(c. 113\)](#)

Marginal Citations

M2 [1841 c. 39.](#)

12, 13. Improved value of archdeaonries may be paid to ecclesiastical commissioners.

F5

Textual Amendments

F5 [Ss. 12, 13](#) repealed by [Statute Law \(Repeals\) Act 1974 \(c. 22\)](#), [Sch. Pt. VII](#)

[^{F6}14 **Portion of improved value under mining leases to be paid to [^{F7}Church Commissioners].**

Provided always, that in case of any lease of mines, minerals, quarries, or beds granted under this Act such portion of the improved value accruing thereunder as by the like authority shall be determined, not being more than three fourth parts nor less than one moiety of such improved value, shall forthwith, and from time to time as the same shall accrue, be paid to the said [^{F7}Church Commissioners] and shall be subject to the provisions relating to monies payable to them; and the remainder of such improved value shall be deemed to be an improvement within the meaning of the provisions within to the incomes of archbishops and bishops, deans and canons, archdeacons, and incumbents of benefices respectively.]

Textual Amendments

F6 [S. 14](#) repealed so far as it relates to any lease to be granted after the passing of that Act by any rector, vicar, or incumbent of any other benefice with cure of Souls by [Ecclesiastical Leasing Act 1858 \(c. 57\)](#), [s. 10](#)

F7 Words substituted by virtue of [Church Commissioners Measure 1947 \(No. 2\)](#), [s. 18\(2\)](#)

15 **Powers of 3 & 4 Vict. c. 113. extended to this Act.**

All the powers and authorities vested in her Majesty in council and in the said [^{F8}commissioners] by the first-recited Act with reference to the matters therein contained, and all other the provisions of the same Act relating to schemes and orders prepared, made, and issued for the purposes thereof, shall be continued and extended and apply to her Majesty in council and to the said commissioners, and to all schemes and orders prepared, made, and issued by them respectively with reference to all matters contained in this Act, as fully and effectually as if the said powers, authorities, and other provisions were repeated herein.

Textual Amendments

F8 Words substituted by virtue of [Supreme Court of Judicature \(Consolidation\) Act 1925 \(c. 49\)](#), [s. 224\(1\)](#)

Status: Point in time view as at 01/02/1991.

Changes to legislation: Ecclesiastical Leasing Act 1842 (repealed) is up to date with all changes known to be in force on or before 19 July 2024. There are changes that may be brought into force at a future date. Changes that have been made appear in the content and are referenced with annotations. (See end of Document for details)

Modifications etc. (not altering text)

C5 The “first-recited Act” means the [Ecclesiastical Commissioners Act 1840 \(c. 113\)](#)

16 Leases under this Act may be made on the surrender of the existing leases.

Any lease or leases may be granted under the powers of this Act, on the surrender of any existing lease or leases (which shall not have been granted under the provisions of this Act), of all or any part of the premises proposed to be comprised in such new lease or leases, and may be granted either to the person or persons surrendering the existing lease or leases, or to any other person or persons whomsoever; and each holder of any existing lease or leases granted otherwise than under the provisions of this Act, of any lands or houses, or of any mines, minerals, quarries, or beds, which, if not in lease, would be capable of being leased under the powers of this Act, is hereby authorized to surrender such lease or leases with a view to the granting of a new lease or several new leases thereof, or of any part thereof, under the powers of this Act, whether at the time of making such surrender the period at which such existing lease or leases may be legally or accustomedly renewable shall or shall not have arrived; and in the case of any lease granted under the powers of this Act on the surrender of any existing lease or leases as aforesaid, an adequate deduction shall be made from the rent, royalty, or other consideration to be reserved on the new lease, in proportion to the value of the term or interest which shall be surrendered as aforesaid in the lands or houses, mines, minerals, quarries, beds, on any part thereof respectively, comprised in such new lease.

17 Not necessary to surrender under-leases before the grant of a lease under this Act.

Whenever a surrender shall be made of any existing lease for the purpose of taking a new lease or new leases by virtue of this Act, whether the existing lease shall or shall not have been granted under the provisions of this Act, the new lease shall be deemed to be a renewal of the surrendered lease within the scope and meaning of the sixth section of the ^{M3}Landlord and Tenant Act 1730 so far as to render unnecessary the surrender of any under-leases previously to the grant of such new lease, and to give full effect to such new lease in all respects, notwithstanding any under-lease or under-leases may not be surrendered: Provided that in any such case as is herein contemplated, if any subsisting unsurrendered under-lease shall contain any covenant or provision for the renewal or extension of the interest conferred by such under-lease, on payment by the under-lessee of a proportionate part of the fines and fees attending the renewal of the chief lease, the under-lessee shall not compel a renewal of the under-lease under such covenant, except upon the terms of securing to the under lessor a rent, royalty, or other consideration bearing the same proportion to the whole rent, royalty, or other consideration reserved to the corporation exercising the powers of this Act, upon the new lease granted under this Act, as the amount which upon any ordinary renewal ought to have been paid by such under-lessee of the fines and fees of or attending such renewal would have borne to the whole amount of the fines and fees attending such renewal.

Marginal Citations

M3 [1730 c. 28 s. 6.](#)

Status: Point in time view as at 01/02/1991.

Changes to legislation: Ecclesiastical Leasing Act 1842 (repealed) is up to date with all changes known to be in force on or before 19 July 2024. There are changes that may be brought into force at a future date. Changes that have been made appear in the content and are referenced with annotations. (See end of Document for details)

18 F9

Textual Amendments

F9 S. 18 repealed by [Ecclesiastical Leasing 1858 \(c. 57\)](#), s. 11

[^{F10}19 As to dilapidations.

No person being or having been an ecclesiastical corporation sole, nor the private estate representatives of such person, shall be liable to the successor of such corporation for or on account of any dilapidations which shall occur in or about any houses or buildings belonging to such corporation whilst the same shall be held under any lease for building or repairing purposes granted under the powers of this Act.]

Textual Amendments

F10 S. 19 repealed so far as regards incumbents of benefices by [Ecclesiastical Dilapidations Measure 1923 \(14 & 15 Geo. 5 No. 3\) Sch. 2](#)

20 Consents requisite to the validity of leases granted under this Act.

Each lease or grant to be granted or made under the provisions of this Act shall be made with the consent of the said [^{F11}Church Commissioners] and also with such further consent as herein-after mentioned; (that is to say,) each lease or grant granted or made by any incumbent of a benefice, with the consent of the patron thereof; and each lease or grant by any corporation, either aggregate or sole, under the provisions of this Act, of any lands or houses, mines, minerals, quarries, or beds, of copyhold or customary tenure, or of any watercourses, ways, or easements in, upon, over, or under any such lands, where the copyhold or customary tenant thereof is not authorized to grant or make leases or grants for the term of years intended to be created by such lease or grant, without the licence of the lord of the manor, shall be made with the consent of the lord for the time being of the manor of which the same lands or houses, mines, minerals, quarries, or beds, shall be holden, in addition to the other consents hereby made requisite to the validity of such lease or grant; and such consent shall amount to a valid licence to lease or grant the same lands or houses, mines, minerals, quarries, or beds, watercourses, ways, or easements, (as the case may be,) for the time for which the same shall be expressed to be demised or granted by such lease or grant.

Textual Amendments

F11 Words substituted by virtue of [Church Commissioners Measure 1947 \(No. 2\)](#), s. 18(2)

Modifications etc. (not altering text)

C6 S. 20 excluded as to consent of patron by [Agriculture Act 1947 \(c. 48\)](#), s. 82(2)

Status: Point in time view as at 01/02/1991.

Changes to legislation: Ecclesiastical Leasing Act 1842 (repealed) is up to date with all changes known to be in force on or before 19 July 2024. There are changes that may be brought into force at a future date. Changes that have been made appear in the content and are referenced with annotations. (See end of Document for details)

21 Consenting parties to be parties to the deeds.

The consent of each person, whose consent is hereby required to any deed to be made under the authority of this Act, shall be testified by such person being made a party to such deed, and duly executing the same.

22 How consent of patron to be testified where patronage in the crown;

In any case in which the consent or concurrence of the patron of any benefice is hereby required, and the patronage of such benefice shall be in the crown, the consent or concurrence of the crown shall be testified in the manner herein-aftermentioned; (that is to say,) if such benefice shall be above the yearly value of twenty pounds in the King's books, the instrument by which such consent or concurrence is to be testified shall be executed by the lord high treasurer or first commissioner of the Treasury for the time being; and if such benefice shall not exceed the yearly value of twenty pounds in the King's books such instrument shall be executed by the lord high chancellor, lord keeper or lords commissioners of the great seal, for the time being; and if such benefice shall be within the patronage of the crown in right of the duchy of Lancaster, such instrument shall be executed by the chancellor of the said duchy for the time being; and the execution of such instrument by such person or persons shall be deemed and taken, for the purposes of this Act, to be an execution by the patron of the benefice.

23 How where patronage is attached to the duchy of Cornwall;

In any case in which the consent or concurrence of the patron of any benefice is hereby required, and the right of patronage of such benefice shall be part of the possessions of the duchy of Cornwall, the consent or concurrence of the patron of such benefice to the exercise of such power shall be testified in the manner herein-after mentioned; (that is to say,) the instrument by which such consent or concurrence is to be testified shall, whenever there shall be a duke of Cornwall, whether he be of full age or otherwise, be under his great or privy seal, or if there be no duke of Cornwall, and such benefice shall be in the patronage of the crown in right of the duchy of Cornwall, such instrument shall be executed by the same person or persons who is or are authorized to testify the consent or concurrence of the crown; and such instrument, being so sealed or executed, shall be deemed and taken, for the purposes of this Act, to be an execution by the patron of the benefice.

24 How where patron or lord of manor is an incapacitated person.

In any case in which the consent or concurrence of the patron of any benefice, or of the lord for the time being of any manor, is hereby required, and the patron of such benefice, or the lord for the time being of such manor, as the case may be, shall be a minor, idiot, [^{F12}person of unsound mind], or feme covert, or beyond seas, it shall be lawful for the guardian, committee, husband, or attorney, as the case may be, of such patron or lord, but in case of a feme covert not being a minor, idiot, or [^{F12}person of unsound mind], or beyond the seas, with her consent in writing, to execute the instrument by which such consent or concurrence is to be testified, in testimony of the consent or concurrence of such patron or lord; and such execution shall, for the purposes of this Act, be deemed and taken to be an execution by the patron of the benefice, or by the lord of the manor, as the case may be.

Status: Point in time view as at 01/02/1991.

Changes to legislation: Ecclesiastical Leasing Act 1842 (repealed) is up to date with all changes known to be in force on or before 19 July 2024. There are changes that may be brought into force at a future date. Changes that have been made appear in the content and are referenced with annotations. (See end of Document for details)

Textual Amendments

F12 Words substituted by [Mental Treatment Act 1930 \(c. 23\), s. 20\(5\)](#)

Modifications etc. (not altering text)

C7 [S. 24](#) excluded by [Mental Health Act 1983 \(c. 20, SIF 85\), s. 113, Sch. 3](#)

25 Persons entitled to present on vacancy shall be considered the patron.

The person or persons, if not more than two, or the majority of the persons if more than two, or the corporation, who or which would for the time being be entitled to the turn or right of presentation to any benefice if the same were then vacant, shall, for the purposes of this Act, be considered to be the patron thereof: Provided nevertheless, that in the case of the patronage being exercised alternately by different patrons, the person or persons, if not more than two, or the majority of the persons, if more than two, or the corporation, who or which would for the time being be entitled to the second turn or right of presentation to any benefice if the same were then vacant, shall for the purposes of this Act, jointly with the person or persons or corporation entitled to the first turn or right of presentation, be considered to be the patron thereof.

26 Same party may consent in more than one character.

In all cases in which any person shall sustain more than one or all of the characters in which his execution of or consent to or concurrence in any deed or act is required by this Act, such person shall or may at any time act in both or all of the characters which he shall so sustain as aforesaid, and execute and do all or any of such deeds and acts as are hereby authorized to be executed and done, as effectually as different persons, each sustaining one of those characters, could execute and do the same.

27 Corporations aggregate to act by their common seal.

In all cases in which the consent or concurrence of any corporation aggregate having a common seal shall be requisite to any lease, grant, appointment of a surveyor, or other deed writing, or instrument, to be made in pursuance and for the purposes of this Act, the consent or concurrence of such corporation shall be testified by the sealing of the lease, grant, appointment, or other deed, writing, or instrument, with the common seal of such corporation.

28 Act to extend to lands held in trust for corporations.

Whenever any lands are or shall be vested in any trustee or trustees, in trust or for the benefit of any corporation, aggregate or sole, hereby empowered to grant leases as aforesaid, in such a manner as that the net income or three fourth parts at the least of the net income of such lands is or shall be payable for the exclusive benefit of such corporation, all the powers of this Act which, in case such lands had been legally vested in such corporation for the sole and exclusive benefit of such corporation, might have been exercised by such corporation in relation to or affecting the same lands, shall or may be exercised by such corporation in the same or the like manner as the same might have been exercised by such corporation in case the same lands were legally vested in such corporation as aforesaid; but in order to give legal effect to any lease, grant, confirmation, or general deed to be executed in relation to any such lands in

Status: Point in time view as at 01/02/1991.

Changes to legislation: Ecclesiastical Leasing Act 1842 (repealed) is up to date with all changes known to be in force on or before 19 July 2024. There are changes that may be brought into force at a future date. Changes that have been made appear in the content and are referenced with annotations. (See end of Document for details)

pursuance of this Act, the trustee or trustees of the land intended to be affected thereby shall be made a party or parties to such lease, grant, confirmation, or general deed (as the case may be), in addition to the other parties whose concurrence is hereby declared to be requisite to any such deed, and shall join in the demise, grant, confirmation, or appropriation intended to be thereby made; and the trustee or trustees of any such lands is and are hereby directed and required at all times to execute any deed to which he or they may be made a party or parties, with a view to give legal effect to any such lease, grant, general deed, or confirmation as aforesaid so soon as the same may be tendered to him or them for execution after the same shall have been duly executed by the corporation beneficially entitled to such lands as aforesaid; and the person or corporation, or several persons or corporations, whose consent is hereby declared to be requisite to the validity of any lease granted by any such corporation, and the fact that any such deed is executed by the other parties whose execution shall be necessary to give effect to the same shall be a sufficient authority for the execution thereof by the trustee or trustees of the same lands; and it shall not at any time afterwards be necessary for such trustee or trustees or for any other person or persons to prove that such deed was executed by such other parties, or any of them, prior to the execution thereof by such trustee or trustees; provided that no trustee shall by virtue of or under this provision be compellable to execute any deed whereby he shall render himself in any way liable, further than by a covenant for quiet enjoyment by any lessee or grantee as against the acts of the trustee executing such deed.

29 Counterparts of leases and certain other instruments to be deposited, and to be open to inspection; and office copies to be evidence.

The part which shall belong to any corporation exercising any of the powers conferred by this Act of any lease, grant or confirmation which shall be granted or made under the authority of this Act, and every map, plan, statement, certificate, valuation and report relating thereto, shall, within six calendar months next after the date of such lease, grant apportioned lease, confirmation, or general deed (as the case may be,) be deposited with the said [^{F13}Church Commissioners], and shall be for ever thereafter perpetually kept and preserved in the office of the said commissioners, who shall, upon any such deposit being so made, give unto the corporation by or on behalf of whom such deposit shall have been made a certificate of such deposit; and any instruments or documents which may have been deposited as aforesaid shall be produced at all proper and usual hours, at such office, to the corporation to whose lands or estate the same relate, or to the patron of the benefice, or to any person or persons applying to inspect the same on behalf of any such person or corporation as aforesaid; and an office copy of any such instrument or document, certified under the seal of the said commissioners, (and which office copy so certified the said commissioners shall in all cases, upon application in that behalf, give to any corporation or person to whom such liberty of inspection is given as aforesaid,) shall in any action against the lessee, and in all other cases, be admitted and allowed in all courts whatsoever as legal evidence of the contents of such instrument or document, and of the due execution thereof, by the parties who on the face of such office copy shall appear to have executed the same, and, in the case of any lease, grant, or confirmation, of the due execution by the lessee of the counterpart thereof.

Textual Amendments

F13 Words substituted by virtue of [Church Commissioners Measure 1947 \(No. 2\), s. 18\(2\)](#)

Status: Point in time view as at 01/02/1991.

Changes to legislation: Ecclesiastical Leasing Act 1842 (repealed) is up to date with all changes known to be in force on or before 19 July 2024. There are changes that may be brought into force at a future date. Changes that have been made appear in the content and are referenced with annotations. (See end of Document for details)

30 Lease to be void if any fine or premium be paid.

If, in the case of any lease, grant, or confirmation granted or made under this Act, any fine, premium, or foregift, or any thing in the nature thereof, shall directly or indirectly have been paid or given by or on behalf of the lessee or grantee, and taken or received by the lessor or grantor, such lease, grant, or confirmation shall be absolutely void.

31 Interpretation of Act; “Person.” “Lands.” “Houses.” “Benefice.” Number. Gender.

In the construction and for the purposes of this Act the several following words shall have the meanings herein-after assigned to them respectively, unless there shall be something in the subject or context repugnant to such construction; (that is to say,)

The word “person” shall be construed to include the Queen’s Majesty, and any corporation, aggregate or sole, as well as a private individual:

The word “lands” shall be construed to include lands of any tenure, whether the same shall or shall not have any houses or other erections or buildings thereon:

The word “houses” shall be construed to include all erections and buildings whatsoever, whether for residence or for commercial or any other purposes:

The word “benefice” shall be construed to comprehend every rectory, with or without cure of souls, vicarage, perpetual curacy, donative, endowed public chapel, parochial chapelry, and district chapelry, the incumbent or holder of which in right thereof shall be a corporation sole:

And every word importing the singular number shall extend and be applied to several persons or parties as well as one person or party, and several things as well as one thing; and every word importing the plural number shall extend and be applied to one person or party or thing as well as several persons or parties or things:

And every word importing the masculine gender shall extend and be applied to a female as well as a male.

32 Act to extend only to England and Wales, Isle of Man, &c.

This Act shall extend only to England and Wales,^{F14} and to the islands of Guernsey, Jersey, Alderney, and Sark.

.....
Textual Amendments
F14 Words repealed by [Statute Law Revision \(No. 2\) Act 1874 \(c. 96\)](#)

33^{F15}

.....
Textual Amendments
F15 S. 33 repealed by [Statute Law Revision \(No. 2\) Act 1874 \(c. 96\)](#)

Status:

Point in time view as at 01/02/1991.

Changes to legislation:

Ecclesiastical Leasing Act 1842 (repealed) is up to date with all changes known to be in force on or before 19 July 2024. There are changes that may be brought into force at a future date. Changes that have been made appear in the content and are referenced with annotations.