

SCHEDULES.

SCHEDULE 1

ENFRANCHISEMENT OR EXTENSION BY SUB-TENANTS.

General

- 5 (1) Notwithstanding anything in paragraph 4(2) above, any of the other landlords shall be entitled, if he so desires, to be separately represented in any legal proceedings in which his title to any property comes in question, or in any legal proceedings relating to the price payable for the house and premises under section 9 of this Act.
- (2) For the purpose of deducing, evidencing or verifying his title to any property, any of the other landlords, on giving written notice to the reversioner and to the claimant, may deal directly with the claimant, if he objects to disclosing his title to the reversioner, and he shall deal directly with the claimant if the claimant by written notice given to him and to the reversioner so requires.
- (3) For the purpose of agreeing the price payable for his interest under section 9 of this Act, any of the other landlords, on giving written notice to the reversioner and to the claimant, may deal directly with the claimant; and whether he does that or not, he may require the reversioner to apply to the Lands Tribunal for the price to be determined by the Lands Tribunal.
- (4) Any of the other landlords shall be entitled to require that the price payable for his interest (or so much of it as is payable to him) shall be paid by the claimant to him or to a person authorised by him to receive it, instead of to the reversioner; but if, after being given proper notice of the time and place fixed for completion with the claimant, neither he nor a person so authorised attends to receive payment, and he has not made, and notified the reversioner of, other arrangements with the claimant to receive payment, the reversioner shall be authorised to receive it for him and the reversioner's written receipt for the amount payable shall be a complete discharge to the claimant.
- (5) It shall be the duty of each of the other landlords—
- (a) subject to sub-paragraphs (2) and (3) above, to give the reversioner all such information and assistance as he may reasonably require ; and
 - (b) after being given proper notice of the time and place fixed for completion with the claimant (if the claimant is acquiring the freehold), to ensure that all deeds and other documents that ought on his part to be delivered to the claimant on completion are available for the purpose, including in the case of registered land the land certificate and any other documents necessary to perfect the claimant's title ;
- and, if any of the other landlords fails to do so, he shall indemnify the reversioner against any liability incurred by the reversioner in consequence of the failure.

Status: This is the original version (as it was originally enacted).

- (6) Each of the other landlords shall make such contribution as may be just to the costs and expenses incurred by the reversioner and not recoverable or not recovered from the claimant.