

## Ecclesiastical Leasing Act 1842 (repealed)

## 1842 CHAPTER 108 5 and 6 Vict

# 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.

#### Textual Amendments applied to the whole legislation

**F1** Act applied (with modifications) (30.10.1994) by S.I. 1994/2716, **reg. 86(4)** 

#### **Status:**

Point in time view as at 01/02/1991. This version of this provision has been superseded.

### **Changes to legislation:**

There are currently no known outstanding effects for the Ecclesiastical Leasing Act 1842 (repealed), Section 7.