

SCHEDULES

SCHEDULE 1

Article 2(2), 15, 27(2), 42(4)(f)(g).

THE REDEMPTION MONEY

The redemption money — general provisions

1. The redemption money appropriate to a ground rent is the sum produced by multiplying the yearly amount of the ground rent by the figure fixed by or under paragraph 2 as the number of years purchase applicable for a period which includes the date which is the redemption date in relation to that ground rent.

2.—(1) For the period beginning at the expiration of the day immediately preceding the appointed day and ending immediately before the commencement of the first order made under sub-paragraph (2), the number of years purchase is 12.

(2) The Department of Finance and Personnel may by order made subject to negative resolution fix a figure as being the number of years purchase applicable to ground rents in relation to which the redemption date falls within a period specified in the order.

Ground rent under building lease, etc.

3.—(1) Where land held under a building lease or under a fee farm grant for purposes corresponding to those of a building lease is subject to a ground rent in relation to which there is an agreement providing for one or more than one increase (whether periodic or dependent on a contingency) in the amount of the ground rent related to periods or events in the progress of building or related activities, the provisions of sub-paragraphs (2) to (5) have effect for the purposes of this Schedule.

(2) Subject to sub-paragraph (3), the yearly amount of the ground rent is to be taken to be the greatest annual amount that can become payable in accordance with the agreement (assuming, where an increase is dependent on a contingency, that the contingency will happen).

(3) The amount arrived at under sub-paragraph (2) is subject to such abatement as is appropriate to take account of the period or periods during which ground rent would be payable, or likely to be payable, at a reduced rate in accordance with the agreement if the ground rent were not redeemed.

(4) The redemption money is payable by such instalments at such intervals of time as are appropriate in all the circumstances, except that, where any instalment after the first is due and unpaid for seven days the whole unpaid balance of the redemption money becomes immediately payable.

(5) In this paragraph “contingency” does not include a breach of covenant such as is mentioned in Article 3(3).

Ground rent subject to future increase

4.—(1) This paragraph applies for the purpose of determining, for the purposes of paragraph 1, the yearly amount of a ground rent which is subject to a provision for its increase, on a date or dates falling after the redemption date, by—

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- (a) a fixed amount; or
- (b) an amount which is ascertained by a formula.

(2) Where the date for any such increase is more than 12 years after the redemption date, the provision for that increase is to be ignored.

(3) Where the date for any such increase is 12 years or less after the redemption date, the yearly amount of the ground rent is taken to be the aggregate of its amount at the redemption date and a sum representing that increase (or, if more than one, sums representing each such increase) discounted at the rate of 8 per cent. per annum for the period from the date for the increase (or the dates for those respective increases) to the redemption date.

(4) An order under paragraph 2(2) may substitute for the number of years mentioned in sub-paragraphs (2) and (3), and the rate of discount mentioned in sub-paragraph (3), such other number and rate as are fixed by the order.

Ground rent subject to periodic review

5.—(1) This paragraph applies for the purpose of determining, for the purposes of paragraph 1, the yearly amount of a ground rent which is subject to periodic review having regard to circumstances current at the time of the review.

- (2) If the redemption notice is served within one year after the date of—
 - (a) the creation of the ground rent; or
 - (b) a review of the ground rent,

the yearly amount of the ground rent is to be taken to be its amount as created or, as the case may be, its amount immediately following the implementation of the review.

(3) If the redemption notice is served more than one year after the date of the creation of the ground rent or its review (or most recent review), the yearly amount of the ground rent is to be taken to be that which it would have been if the ground rent had been reviewed on the anniversary of the date of its creation last preceding the date of service of the redemption notice in accordance with all the provisions for review except any provision about the dates of, or the length of periods between, reviews.

(4) For the purposes of this paragraph, a single review the occasion for which has not yet arisen or arrived is a periodic review.

SCHEDULE 2

Article 36(4), (6), 42(4)(h)(i), (7).((7).

CONSEQUENCES OF CONSEQUENCES OF CONVERSION OF PERPETUALLY RENEWABLE LEASES

Continuance of certain provisions of lease or sublease

1.—(1) The estate in fee simple which comes into existence under paragraph (4), or paragraphs (4) and (5), of Article 36 (“the fee simple”) takes effect in substitution for the estate created by the lease or sub-lease to which that paragraph, or those paragraphs, applied (“the lease”), and, subject to the necessary consequences of that substitution (and, in particular, to sub-paragraph (2)), the provisions of the lease then subsisting are the provisions subject to which the fee simple is held.

- (2) The following provisions of the lease do not apply—

- (a) provisions about the falling of lives or the renewal of the lease or, subject to paragraph 7, the payment of fines, fees or costs upon, for or in respect of renewal;
- (b) provisions prohibiting or restricting assignment, sub-demise or parting with possession;
- (c) any other provisions that are repugnant to a fee simple;

but, subject thereto, the fee simple is (without prejudice to paragraphs 5 to 8 and 10) subject to a perpetual fee farm rent payable in the same amounts, at the same times and recoverable in the same manner as the rent under the lease and is subject to the same conditions, covenants, exceptions and reservations as in the lease.

(3) Where the lease is a sub-lease such as is mentioned in Article 36(5), the fee simple is also subject to a fee farm rent equal to the rent payable under the superior lease, or, as the case requires, to fee farm rents equal to the rents payable under the respective superior sub-lease or sub-leases and the superior lease, but subject to any agreement for indemnity relating to those rents.

Rights and equities

2.—(1) Subject to the provisions of this Schedule (and, in particular to paragraph 1(2)), the fee simple is for all purposes a graft on the estate created by the lease and is subject to any rights or equities arising from its being such a graft.

(2) Without prejudice to the generality of sub-paragraph (1), any mortgage of the estate created by the lease continues to have effect as if it were, and had been created as, a mortgage of the fee simple, and, in particular.—

- (a) where the instrument creating the mortgage was an assignment of the estate created by the lease, it has effect as if it were a conveyance of the fee simple;
- (b) where that instrument was a sub-lease, it has effect as if it were a lease for a term equivalent to the term of the sub-lease.

Wills

3.—(1) Any provision of a will in respect of the estate created by the lease operates instead on the fee simple.

(2) Any such provision in respect of the estate created by a superior lease or sub-lease such as is mentioned in paragraph 1(3) operates instead on the fee farm rent.

Sub-leases not perpetually renewable

4. Sub-leases not coming within Article 36(5) continue to have effect, and, in the case of a sole sub-lease or, where there are two or more sub-leases, in the case of the more or most superior of them, does so as though created out of the fee simple.

Implied covenants

5. The fee simple is subject to—

- (a) an implied covenant by the owner thereof to notify in writing the former lessor, his solicitor or agent of every conveyance or devolution of the fee simple (including all probates or letters of administration), and the covenant so implied is in substitution for any express covenant to notify the former lessor, his solicitor or agent of assignments or devolutions and to pay fees and costs in respect of such notification;

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- (b) a covenant by the former lessor that, if the owner of the fee simple produces, within one year from the appointed day, the lease or sufficient evidence of it (including an assignment of part of the land comprised in the lease), with any particulars required to show that the lease was subsisting for the purposes of Article 36 immediately before that day, to the former lessor or his solicitor or agent, the former lessor, his solicitor or agent will, subject to the payment of his costs in connection therewith, if the fact that the lease was subsisting for those purposes is admitted or proved, endorse notice of that fact on the lease, assignment or copy thereof, at the expense of the owner of the fee simple; and such endorsement, signed by or on behalf of the former lessor, is, in favour of a purchaser, conclusive evidence that the lease was subsisting as aforesaid, either in respect of the whole or part of the land, as the case may be.

Liability of original owner of the fee simple.

6.—(1) The person who becomes the owner of the fee simple on the appointed day is, notwithstanding any stipulation to the contrary, liable for fee farm rent accruing and for breaches of covenants and conditions committed only during the period he remains such owner.

(2) Sub-paragraph (1) does not affect the liability of any person in respect of rent accruing, or the breach of any covenant or condition occurring, before the appointed day.

Adjustment of rent to compensate for loss of fines

7.—(1) Where, under the lease, any fine was payable by the lessee on renewal, then an amount to be ascertained as hereinafter provided, unless commuted, is payable to the person entitled to the fee farm rent as additional rent; but no sums payable for the costs of examination of the lessee's title or of granting a new lease or any other work which is rendered unnecessary by this Order are to be taken into account in ascertaining the additional rent.

(2) In default of agreement and subject to the exercise by the Registrar or, as the case may be, the Lands Tribunal of the powers conferred by Article 42, the following provisions have effect for the purpose of ascertaining the instalments of additional rent—

- (a) the additional rent is to be ascertained on the basis of the fine which would have been payable on the occasion of the first renewal after the appointed day, if this Order had not been made;
- (b) where the lessee had a right to renew at different times, the occasion of the first renewal is such date as he may, by notice served on the lessor within one year after the appointed day, select from among the dates at which he would have been entitled to renew his lease, had it remained renewable, or, in default of such notice, the last day on which he would have been entitled to renew;
- (c) where the time at or within which the fine must be paid is not definitely fixed by or ascertainable from the lease, the fine is to be taken to be payable on such date as may be determined in accordance with Article 42 on a reference made by either the owner of the fee simple or the person entitled to the fee farm rent;
- (d) the yearly amount of the additional rent is to be ascertained by dividing the amount of the fine payable by the lessee on renewal by the number of years which represents the interval or average interval occurring between the dates of renewal;
- (e) the additional rent is payable by, as nearly as may be, equal instalments at the time at which the fee farm rent is payable, the first instalment falling due on the day for payment of fee farm rent which occurs on or nearest to the first anniversary of the appointed day;

- (f) the additional rent is deemed to be part of the fee farm rent for all purposes, including any covenant for payment of rent or for entry or re-entry contained in the lease;
 - (g) if the lessee was liable to forfeit his right of renewal if he made default in payment of a fine or in doing any other act or thing within a time ascertained by the dropping of a life, but not otherwise, then five per cent. of the existing rent of the land (that is to say, the rent payable under the terms of the lease immediately before the appointed day), or such other percentage of that rent as may be agreed under paragraph 8(1)(a)(iv), is to be treated as added to the fine payable by the lessee on renewal for the purpose of ascertaining the amount of the instalments of additional rent and as compensation to the lessor for loss of his right of re-entry (present or future) which would have accrued, if this Order had not been made, by reason of any such liability to forfeit the right of renewal;
 - (h) notwithstanding that, under the lease, any unpaid fine on a renewal carries interest, no instalment of additional rent payable in lieu thereof carries interest.
- (3) Where by virtue of paragraph 1(3) more than one fee farm rent is payable, this paragraph applies to each of those rents in accordance with the terms of their respective leases.

8.—(1) Where—

- (a) the owner of the fee simple and the person entitled to the fee farm rent agree upon—
 - (i) the commutation or discharge of any claims in respect of additional rent, or any part of it;
 - (ii) the interval or average interval between dates of renewal;
 - (iii) the amount of instalments of additional rent;
 - (iv) the percentage of the existing rent which is to be treated as added to a fine under paragraph 7(2)(g);
 - (v) the amount of the fee farm rent (including the instalments of additional rent) which is to be apportioned in respect of any part of the land comprised in the lease; and
- (b) a statement in writing of the agreement is endorsed on or attached to the lease (or a counterpart of it or an assignment of the benefit of it) and is signed by the owner and that person,

the statement is conclusive evidence of the matters stated in it, and where the agreement involves an apportionment such as is mentioned in head (a)(v), the former lessee's covenants are to be apportioned in regard to the land to which the apportionment relates.

(2) The costs in connection with the agreement and any negotiations therefor are to be borne by the owner of the fee simple and (without prejudice to any right of set-off or counterclaim) are recoverable in proceedings in any court of competent jurisdiction.

Powers of trustees

9.—(1) A power authorising a trustee or other person to apply or direct the application of or raise any money for or in discharge of fines, fees or costs payable on the renewal of the lease is hereby deemed to authorise the payment, application or raising of money for the commutation of any additional rent made payable by this Order.

(2) If the former lessor's estate is held under, or on the trusts of, a settlement or on trust for sale, any commutation money is to be treated as capital money or proceeds arising from the sale of the land (as the case requires).

(3) If the estate of the owner of the fee simple is held under, or upon the trusts of, a settlement or on trust for sale, the commutation money may be paid out of capital money or other property (not being land) held together with, or on the same trusts as, the land.

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Interpretation

10. In this Schedule references to the former lessor are to the person who, immediately before the appointed day, was successor in title to the grantor of the lease; and, where the context permits, references to the former lessor include a successor in title of his.

SCHEDULE 3

Articles 2(5), 37(3), (4).

CONVERSION OF LEASES FOR LIVES. ETC., AND
OF CERTAIN AGREEMENTS FOR SUCH LEASES

1. Where the lease, or the lease provided for in the agreement, is of a kind mentioned in an entry in the first column of the following Table, the lease has effect, or the agreement is to be construed as providing for it to have effect, as a lease of the kind mentioned in the corresponding entry in the second column.

TABLE

Lease created or provided for	Lease to be construed as
A lease for a life or lives.	A lease for a term of 90 years determinable after the dropping of the only or last life.
A lease for a life or lives with a concurrent term of any period.	A lease for— (a) where the period of the concurrent term exceeds 90 years, that concurrent term absolutely (calculated from the date of the grant); (b) where the period of the concurrent term is 90 years or less, a term of 90 years determinable after the dropping of the only or last life or after the termination of the concurrent term, or, if the life or lives have already dropped, after the termination of the concurrent term.
A lease for a life or lives with a reversionary term of any period.	A lease for a term of 90 years plus the period of the reversionary term, this combination of terms being determinable after the determination of the reversionary term (calculated from the dropping of the only or last life).
A lease for a term of any period determinable with a life or lives or on the marriage of a specified person (including the lessee) or on the happening of any other event.	A lease for a term of that period determinable after the dropping of the only or last life or the marriage of the specified person or the happening of the other event.

2. Where, in any entry in the second column of the Table, a lease is stated to be determinable, this is a reference to its being determinable by at least one month’s notice served either by the lessor on the lessee or by the lessee on the lessor determining the lease on one of the quarter days specially applicable to the tenancy or, if there are no quarter days so applicable, on one of the usual quarter days.

3. Any provision of a will in respect of the estate created by a lease of a kind mentioned in an entry in the first column of the Table in paragraph 1 operates instead on the estate held under the lease described in the corresponding entry in the second column.

SCHEDULE 4

Article 53(1).

AMENDMENTS

The Administration of Estates Act (Northern Ireland) 1955 (c. 24)

1. In section 40(1), at the beginning of paragraph (c), insert “without prejudice to Article 28 or 30 of the Property (Northern Ireland) Order 1997”.

The Land Registration Act (Northern Ireland) 1970 (c. 18)

2. In Schedule 5, in Part I, after entry 15 insert—

“16. Any covenant (within the meaning of the Property (Northern Ireland) Order 1997) which continues to burden land by virtue of Article 25(2) or 35(8) of that Order.”.

The Leasehold (Enlargement and Extension) Act (Northern Ireland) 1971 (c. 7)

3. For section 5(4) substitute—

“(4) Without prejudice to the powers of a person appointed attorney under an enduring power of attorney which has taken effect, where a person who is required by this Act to convey or join in conveying the fee simple in the land is incapable, by reason of mental disorder within the meaning of the Mental Health (Northern Ireland) Order 1986, of managing and administering his property and affairs, his controller or (if no controller is acting for him) any person authorised in that behalf under an order of the High Court may represent him for all or any of the purposes of this Act.”.

4. For section 11(4) substitute the subsection substituted above for section 5(4) with the substitution for the words “to convey or join in conveying the fee simple in the land” of the words “to join in the apportionment of a rent”.

The Insolvency (Northern Ireland) Order 1989 (NI 19)

5. In Schedule 2, paragraph 7, and Schedule 3, paragraph 10, in each case, insert at the beginning of the paragraph “Without prejudice to Article 28 or 30 of the Property (Northern Ireland) Order 1997,”.

The Business Tenancies (Northern Ireland) Order 1996 (NI 5)

6. In Article 2 at the end insert—

“(5) References in this Order to a tenancy dependent on the fall of a life or other uncertain event are to the tenancy into which such a tenancy is converted by Article 37(4) of, and Schedule 3 to, the Property (Northern Ireland) Order 1997.”.

7. In Article 6(4), at the end insert “and paragraph 2 of Schedule 3 to the Property (Northern Ireland) Order 1997 (termination by at least one month’s notice after the fall of the life or the happening of the event) does not apply”.

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8. In Article 8(4) at the end insert “and paragraph 2 of Schedule 3 to the Property (Northern Ireland) Order 1997 does not apply”.

SCHEDULE 5

Article 53(2).

REPEALS

Chapter or Number	Short title	Extent of repeal
<i>Acts of the Parliament of Ireland</i>		
7 Will. 3 c. 8.	The Life Estates Act (Ireland) 1695.	The whole Act.
17 & 18 Geo. 3 c. 49.	The Leases for Lives Act (Ireland) 1777.	The whole Act.
19 & 20 Geo.3 c. 30.	The Tenantry Act (Ireland) 1779.	The whole Act.
<i>Acts of the Parliament of the United Kingdom</i>		
1830 c. 65	The Infants' Property Act 1830.	In section 12 the words “for the life or lives of one or more person or persons, or”; the word “, either”; the words from “or determinable” to “or otherwise”; the words “for and during such number of lives, or for such term or terms of years determinable upon such number of lives, or”.
1838 c. 62	The Renewal of Leases (Ireland) Act 1838.	In section 1 the words “, for the life or lives of one or more person or persons, or”; the words “or determinable on the death or one or more person or persons,”.
1849 c. 105.	The Renewable Leasehold Conversion Act.	The whole Act.
1851 c. 20.	The Fee Farm Rents (Ireland) Act 1851.	The whole Act.
1858 c. 72.	The Landed Estates Court (Ireland) Act 1858.	Section 60.
1864 c. 38.	The Chief Rents Redemption (Ireland) Act 1864.	The whole Act.

Notes:

1. The repeal of the Renewable Leasehold Conversion Act does not prejudice Article 36(7) (saving for section 37).
2. The repeal of the statutory provisions listed in paragraph (2) of Article 38 is subject to the exception in paragraph (1) of that Article.

Chapter or Number	Short title	Extent of repeal
1870 c. 46.	The Landlord and Tenant (Ireland) Act 1870.	The whole Act.
1871 c. 92.	The Landlord and Tenant (Ireland) Act 1871.	The whole Act.
1872 c. 32.	The Landlord and Tenant (Ireland) Act 1872.	The whole Act.
1876 c. 63.	The Notices to Quit (Ireland) Act 1876.	The whole Act.
1881 c. 41.	The Conveyancing Act 1881.	Section 65.
1881 c. 49.	The Land Law (Ireland) Act 1881.	The whole Act.
1882 c. 39.	The Conveyancing Act 1882.	Section 11.
1885 c. 73.	The Purchase of Land (Ireland) Act 1885.	Sections 4, 8, 12, 15, 16, 25 and 26.
1887 c. 33.	The Land Law (Ireland) Act 1887.	Part I. Section 26. Part III. In section 34, the definitions of “judgment” and “landlord”.
1896 c. 47.	The Land Law (Ireland) Act 1896.	The whole Act, except— Part II so far as relating to the Land Purchase Acts, Part III, in Part VI, in section 48(1), the definitions of “Land Purchase Acts”, “prescribed” and “Receiver Judge”, section 48(3), section 50(4) and (5) and section 51.
1903 c. 37.	The Irish Land Act 1903.	Part III. In Part V, in section 98(1) the definitions of “the Land Law Acts” and “the Act of 1887” and section 100(3).

*Acts of the Parliament of
Northern Ireland and Orders
in Council*

Notes:

1. The repeal of the Renewable Leasehold Conversion Act does not prejudice Article 36(7) (saving for section 37).
2. The repeal of the statutory provisions listed in paragraph (2) of Article 38 is subject to the exception in paragraph (1) of that Article.

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Chapter or Number	Short title	Extent of repeal
1932 c. 17 (N.I.).	The Allotments Act (Northern Ireland) 1932.	In section 6(1) the words from “and neither” onwards.
1955 c. 24 (N.I.).	The Administration of Estates Act (Northern Ireland) 1955.	Section 16(2). In Schedule 2 the entries relating to the Landlord and Tenant (Ireland) Act 1870 and the Land Law (Ireland) Act 1881.
1956 c. 17 (N.I.).	The Administrative and Financial Provisions Act (Northern Ireland) 1956.	In section 1, paragraphs (a) to (d).
1970 c. 18 (N.I.).	The Land Registration Act (Northern Ireland) 1970.	In Schedule 6, Part I, in entry 6, paragraph (a).
1981 NI 3.	The Housing (Northern Ireland) Order 1981.	Article 31(6)(b).
1996 NI 5.	The Business Tenancies (Northern Ireland) Order 1996.	Article 4(1)(b).

Notes:

1. The repeal of the Renewable Leasehold Conversion Act does not prejudice Article 36(7) (saving for section 37).
2. The repeal of the statutory provisions listed in paragraph (2) of Article 38 is subject to the exception in paragraph (1) of that Article.