
CHAPTER 170

LAW OF PROPERTY

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CHAPTER 170**LAW OF PROPERTY****An Act to further amend the law of property and to relieve trustees.**

22 & 23 Vict., c.
35 extended by 23
of 1860
3 of 2002
5 of 2002

[Commencement 13th August, 1859]

1. [This Act may be cited as the Law of Property Act.]

Short title.

Leases

2. Where any Licence to do any Act which without such Licence would create a Forfeiture, or give a Right to re-enter, under a Condition or Power reserved in any Lease heretofor granted or to be hereafter granted, shall at any Time after the passing of this Act be given to any Lessee or his Assigns, every such Licence shall, unless otherwise expressed, extend only to the Permission actually given, or to any specific Breach of any Proviso or Covenant made or to be made, or to the actual Assignment, Under-lease, or other Matter thereby specifically authorised to be done, but not so as to prevent any Proceeding for any subsequent Breach (unless otherwise specified in such Licence); and all Rights under Covenants and Powers of Forfeiture and Re-entry in the Lease contained shall remain in full force and virtue, and shall be available as against any subsequent Breach of Covenant or Condition, Assignment, Under-lease, or other Matter not specifically authorised or made punishable by such Licence, in the same Manner as if no such Licence had been given; and the Condition or Right of Re-entry shall be and remain in all respects as if such Licence had not been given, except in respect of the particular Matter authorised to be done.

Restriction on
Effect of Licence
to alienate.

3. Where in any Lease heretofor granted or to be hereafter granted there is or shall be a Power or Condition of Re-entry on assigning or under-letting or doing any other specified Act without Licence, and a Licence at any Time after the passing of this Act shall be given to One of several Lessees or Co-owners to assign or underlet his

Restricted
Operation of
partial Licences.

Share or Interest, or to do any other Act prohibited to be done without Licence, or shall be given to any Lessee or Owner, or any One of several Lessees or Owners, to assign or under-let Part only of the Property, or to do any other such Act as aforesaid in respect of Part only of such Property, such Licence shall not operate to destroy or extinguish the Right of Re-entry in case of any Breach of the Covenant or Condition by the Co-Lessee or Co-Lessees, or Owner or Owners of the other shares or Interests, in the Property, or by the Lessee or Owner of the rest of the Property (as the Case may be) over or in respect of such Shares or Interests or remaining Property, but such Right of Re-entry shall remain in full Force over or in respect of the Shares or Interest or Property not the subject of such Licence.

Apportionment
of Conditions of
Re-entry in
certain Cases.

4. Where the Reversion upon a Lease is severed, and the Rent or other Reservation is legally apportioned, the Assignee of each Part of the Reversion shall in respect of the apportioned Rent or other Reservation allotted or belonging to him, have and be entitled to the Benefit of all Conditions or Powers of Re-entry for Non-payment of the original Rent or other Reservation, in like Manner as if such Conditions or Powers had been reserved to him as incident to his Part of the Reversion in respect of the apportioned Rent or other Reservation allotted or belonging to him.

Rentcharges

Release of Part
of Land charged
not to be an
Extinguishment.

5. The Release from a Rentcharge of Part of the Hereditaments charged therewith shall not extinguish the whole Rentcharge, but shall operate only to bar the Right to recover any Part of the Rentcharge out of the Hereditaments released, without Prejudice nevertheless to the Rights of all Persons interested in the Hereditaments remaining unreleased, and not concurring in or confirming the Release.

Judgments

Release of Part
of Land charged
not to affect
Judgment.

6. The Release from a Judgment of Part of any Hereditaments charged therewith shall not affect the Validity of the Judgment as to the Hereditaments remaining unreleased, or as to any other Property not

specifically released, without Prejudice nevertheless to the Rights of all Persons interested in the Hereditaments or Property remaining unreleased, and not concurring in or confirming the Release.

Powers

7. A Deed hereafter executed in the Presence of and attested by Two or more Witnesses in the Manner in which Deeds are ordinarily executed and attested shall, so far as respects the Execution and Attestation thereof, be a valid Execution of a Power of Appointment by Deed or by any Instrument in Writing not testamentary, notwithstanding it shall have been expressly required that a Deed or Instrument in Writing made in exercise of such Power should be executed or attested with some additional or other Form of Execution or Attestation or Solemnity:

Mode of
Execution of
Powers.

Provided always, that this Provision shall not operate to defeat any Direction in the Instrument creating the Power that the Consent of any particular Person shall be necessary to a valid Execution, or that any Act shall be performed in order to give Validity to any Appointment, having no Relation to the Mode of executing and attesting the Instrument, and nothing herein contained shall prevent the Donee of a Power from executing it conformably to the Power by Writing or otherwise than by an Instrument executed and attested as an ordinary Deed, and to any such Execution of a Power this Provision shall not extend.

8. Where under a Power of Sale a *bona fide* Sale shall be made of an Estate with the Timber thereon, or any other Articles attached thereto, and the Tenant for Life or any other Party to the Transaction shall by Mistake be allowed to receive for his own Benefit a Portion of the Purchase Money as the Value of the Timber or other Articles, it shall be lawful for the Court of Chancery, upon any Bill or claim or Application in a summary Way, as the Case may require or permit, to declare that upon Payment by the Purchaser, or the Claimant under him, of the full Value of the Timber and Articles at the Time of Sale, with such Interest thereon as the Court shall direct, and the

Sale under Power
not to be avoided
by reason of
mistaken
Payment to
Tenant for Life.

Settlement of the said Principal Moneys and Interest under the Direction of the Court upon such Parties as in the Opinion of the Court shall be entitled thereto, the said Sale ought to be established; and upon such Payment and Settlement being made accordingly the Court may declare that the said Sale is valid, and thereupon the legal Estate shall vest and go in like Manner as if the Power had been duly executed, and the Costs of the said Application as between Solicitor and Client shall be paid by the Purchaser or the Claimant under him.

9. *Repealed by 5 of 2002*

10. *Repealed by 5 of 2002*

11. *Repealed by 5 of 2002*

12. *Repealed by 5 of 2002*

13. *Repealed by 5 of 2002*

14. *Repealed by 3 of 2002*¹

15. *Repealed by 3 of 2002*¹

Assignment of Personality

16. Any Person shall have Power to assign Personal Property now by Law assignable, including Chattels Real, directly to himself and another Person or other Persons or Corporation, by the like Means as he might assign the same to another.

Assignment to self and others.

Purchasers

17. From and after the Thirty-first Day of *December* One thousand eight hundred and fifty-nine the Provision for Re-registry of Judgments, Decrees or Orders, Rules or Orders contained in the Act of the Session of the Second and Third Years of Queen *Victoria*, Chapter Eleven, as explained and amended by the Act of the Session of the Eighteenth and Nineteenth Years of Queen *Victoria*, Chapter Fifteen, shall extend and apply to every such Judgment, Statute, Recognisance, Inquisition, Obligation, Specialty, or Acceptance of Office as is by Section Eight of the first-mentioned Act required to be registered, so that it shall be obligatory on the Crown in order to bind the Lands, Tenements, or Hereditaments of its Debtors or Accountants, as against Purchasers, Mortgagees, or Creditors becoming such after the Thirty-first Day of *December* One thousand eight hundred and fifty-nine, to

After Dec. 31, 1859, Provision as to Re-registry contained in 2 & 3 Vict., c. 11, and 18 & 19 Vict., c. 15, to apply to Crown Debts.

¹ Sections 14 and 15 have been repealed by section 29 of Act 3 of 2002, but only in so far as they apply to deaths occurring after 1st February, 2002. Sections 14 and 15 originally read as follows:

“14. Where there shall be a total Failure of Heirs of the Purchaser, or where any Land shall be descendible as if an Ancestor had been the Purchaser thereof, and there shall be a total Failure of the Heirs of such Ancestor, then and in every such Case the Land shall descend and the Descent shall henceforth be traced from the Person last entitled to the Land as if he had been the Purchaser thereof.

15. The last preceding Section shall be read as Part of the Act “For the Amendment of the Law of Inheritance,” of the Session of the Third and Fourth Years of the Reign of King William the Fourth, Chapter One hundred and six.”

re-register, in like Manner as it is obligatory on a private Person, and so that Notice of any such Judgment, Statute, Recognisance, Inquisition, Obligation, Specialty or Acceptance of Office, not duly re-registered, shall not avail against Purchasers, Mortgagees, or Creditors becoming such after the, Thirty-first Day of *December* One thousand eight hundred and fifty-nine, as to Lands, Tenements, or Hereditaments; and this Provision shall apply to every such Judgment, Statute, Recognisance, Inquisition, Obligation, Specialty, or Acceptance of Office, as since the passing of the first-mentioned Act has been registered under the Provisions therein contained, or as shall hereafter be so registered.

Not to be bound
to see to the
Application of
Purchase Money.

18. The *bona fide* Payment to and the Receipt of any Person to whom any Purchase or Mortgage Money shall be payable upon any express or implied Trust shall effectually discharge the Person paying the same from seeing to the Application or being answerable for the Misapplication thereof unless the contrary shall be expressly declared by the Instrument creating the Trust or Security.

Punishment of
Vendor, etc., for
fraudulent
Concealment of
Deeds, etc., or
falsifying
Pedigree.

19. Any Seller or Mortgagor of Land, or of any Chattels, Real or Personal, or Choses in Action conveyed or assigned to a Purchaser, or the Solicitor or Agent of any such Seller or Mortgagor, who shall after the passing of this Act conceal any Settlement, Deed, Will, or other Instrument material to the Title or any Incumbrance from the Purchaser, or falsify any Pedigree upon which the Title does or may depend, in order to induce him to accept the Title offered or produced to him, with Intent in any of such Cases to defraud, shall be guilty of a Misdemeanour, and being found guilty shall be liable at the Discretion of the Court, to suffer such Punishment, by Fine or Imprisonment for any Time not exceeding Two Years, with or without Hard Labour, or by both, as the Court shall award, and shall also be liable to an Action for Damages at the Suit of the Purchaser or Mortgagee, or those claiming under the Purchaser or Mortgagee, for any Loss sustained by them or either or any of them in consequence of the Settlement, Deed, Will, or other Instruments or Incumbrance so concealed, or of any Claim made by any Person under such Pedigree, but whose Right was concealed by the Falsification of such Pedigree; and in estimating such Damages, where the Estate shall be recovered from such

Purchaser or Mortgagee, or from those claiming under the Purchaser or Mortgagee, regard shall be had to any Expenditure by them or either or any of them in Improvements on the Land; but no Prosecution for any Offence included in this Section against any Seller or Mortgagor, or any Solicitor or Agent, shall be commenced without the sanction of Her Majesty's Attorney-General, or in case that Office be vacant of Her Majesty's Solicitor-General; and no such Sanction shall be given without such previous Notice of the Application for leave to prosecute to the Person intended to be prosecuted as the Attorney-General or the Solicitor-General (as the Case may be) shall direct.

20. In the Construction of the previous Provisions in this Act the Term "land" shall be taken to include all Tenements and Hereditaments, and any Part or Share of or Estate or Interests in any Tenements or Hereditaments, of what Tenure or Kind soever; and

Interpretation of
Terms.

The term "Mortgage" shall be taken to include every Instrument by virtue whereof Land is in any Manner conveyed, assigned, pledged, or charged as Security for the Repayment of Money or Money's Worth lent, and to be re-conveyed, re-assigned, or released on Satisfaction of the Debt; and

The term "Mortgagor" shall be taken to include every Person by whom any such Conveyance, Assignment, Pledge, or Charge as aforesaid shall be made; and

The term "Mortgagee" shall be taken to include every Person to whom or in whose Favour any such Conveyance, Assignment, Pledge or Charge as aforesaid is made or transferred:

The term "Judgment" shall be taken to include registered Decrees, Orders of Courts of Equity and Bankruptcy, and other Orders having the Operation of Judgments.

Trustees and Executors

As to liability of
Executor or
Administrator in
respect of Rents,
Covenants or
Agreements.

21. Where an Executor or Administrator, liable as such to the Rents, Covenants, or Agreements contained in any lease or Agreement for a Lease granted or assigned to the Testator or Intestate whose Estate is being administered, shall have satisfied all such Liabilities under the said Lease or Agreement for a Lease as may have accrued due and been claimed up to the Time of the Assignment hereafter mentioned, and shall have set apart a sufficient Fund to answer any future Claim that may be made in respect of any fixed and ascertained Sum covenanted or agreed by the Lessee to be laid out on the Property demised or agreed to be demised, although the Period for laying out the same may not have arrived, and shall have assigned the Lease or Agreement for a Lease to a Purchaser thereof, he shall be at liberty to distribute the Residuary Personal Estate of the Deceased to and amongst the Parties entitled thereto respectively, without appropriating any Part, or any further part (as the Case may be), of the Personal Estate of the Deceased to meet any future Liability under the said Lease or Agreement for a Lease; and the Executor or Administrator so distributing the Residuary Estate shall not, after having assigned the said Lease or Agreement for a Lease, and having, where necessary, set apart such sufficient Fund as aforesaid, be personally liable in respect of any subsequent Claim under the said Lease or Agreement for a Lease; but nothing herein contained shall prejudice the Right of the Lessor or those claiming under him to follow the Assets of the Deceased into the Hands of the Person or Persons to or amongst whom the said Assets may have been distributed.

As to Liability of
Executor, etc., in
respect of Rents,
etc., in
Conveyances on
Rents-charge.

22. In like Manner, where an Executor or Administrator liable as such to the Rent, Covenants, or Agreements contained in any Conveyance on Chief Rent or Rentcharge (where any such Rent be by limitation of Use, Grant, or Reservation), or Agreement for such Conveyance, granted or assigned to or made and entered into with the Testator or Intestate whose Estate is being administered, shall have satisfied all such Liabilities under the said Conveyance, or Agreement for a Conveyance, as may have accrued due and been claimed up to the Time of the Conveyance hereafter mentioned, and shall have set apart a sufficient Fund to answer any future Claim that may be made in respect of any fixed and ascertained Sum

covenanted or agreed by the Grantee to be laid out on the Property conveyed, or agreed to be conveyed, although the Period for laying out the same may not have arrived, and shall have conveyed such Property or assigned the said Agreement for such Conveyance as aforesaid, to a Purchaser thereof, he shall be at liberty to distribute the Residuary Personal Estate of the Deceased to and amongst the Parties entitled thereto respectively, without appropriating any Part or any further Part (as the Case may be) of the Personal Estate of the Deceased to meet any future Liability under the said Conveyance or Agreement for a Conveyance; and the Executor or Administrator so distributing the Residuary Estate shall not, after having made or executed such Conveyance or Assignment, and having, where necessary, set apart such sufficient Fund as aforesaid, be personally liable in respect of any subsequent claim under the said Conveyance, or Agreement for Conveyance; but nothing herein contained shall prejudice the Right of the Grantor, or those claiming under him, to follow the Assets of the Deceased into the Hands of the Person or Persons to or among whom the said Assets may have been distributed.

23. Where an Executor or Administrator shall have given such or the like Notices as in the opinion of the Court in which such Executor or Administrator is sought to be charged would have been given by the Court of Chancery in an Administration Suit, for Creditors and others to send in to the Executor or Administrator their Claims against the Estate of the Testator or Intestate, such Executor or Administrator shall, at the Expiration of the Time named in the said Notices or the last of the said Notices for sending in such Claims, be at liberty to distribute the Assets of the Testator or Intestate, or any Part thereof, amongst the Parties entitled thereto, having regard to the Claims of which such Executor or Administrator has then Notice, and shall not be liable for the Assets or any Part thereof so distributed to any Person of whose Claim such Executor or Administrator shall not have had Notice at the time of Distribution of the said Assets or a Part thereof, as the Case may be; but nothing in the present Act contained shall prejudice the Right of any Creditor or Claimant to follow the Assets or any Part thereof into the Hands of the Person or Persons who may have received the same respectively.

As to
Distribution of
the Assets of
Testator or
Intestate after
Notice given by
Executor or
Administrator.

As to
Investments by
Trustees.

24. When a Trustee, Executor, or Administrator shall not, by some Instruments creating his Trust, be expressly forbidden to invest any Trust Fund on Real Securities, in any Part of the United Kingdom, or on the Stock of the Bank of *England* or *Ireland* or on *East India* Stock, it shall be lawful for such Trustee, Executor, or Administrator to invest such Trust Fund on such Securities or Stock; and he shall not be liable on that Account as for a Breach of Trust, provided that such Investment shall in other respects be reasonable and proper.