

THE LAW REFORM COMMISSION
AN COIMISIÚN UM ATHCHÓIRIÚ AN DLÍ
(LRC 44-1992)

REPORT

ON

LAND LAW AND CONVEYANCING LAW:
(5) FURTHER GENERAL PROPOSALS

IRELAND
The Law Reform Commission
Ardilaun Centre, 111 St Stephen's Green, Dublin 2

© Copyright
First Published

The Law Reform Commission 1992
October 1992

Cover: The Courthouse, Washington Street, Cork.
(photo courtesy of "Cork Examiner")

THE LAW REFORM COMMISSION

The Law Reform Commission was established by section 3 of the *Law Reform Commission Act, 1975* on 20th October, 1975. It is an independent body consisting of a President and four other members appointed by the Government.

The Commissioners at present are:

John F. Buckley, Esq., B.A., LL.B., Solicitor;
William R. Duncan, Esq., M.A., F.T.C.D., Barrister-at-Law, Associate Professor of Law, University of Dublin;
Ms. Maureen Gaffney, B.A., M.A. (Univ. of Chicago), Senior Lecturer in Psychology, University of Dublin;
Simon P. O'Leary, Esq., B.A., Barrister-at-Law.

The Commission's programme of law reform, prepared in consultation with the Attorney General, was approved by the Government and copies were laid before both House of the Oireachtas on 4th January, 1977. The Commission has formulated and submitted to the Taoiseach or the Attorney General forty three Reports containing proposals for the reform of the law. It has also published eleven Working Papers, five Consultation Papers and Annual Reports. Details will be found on pp.24-28.

Dr. Alpha Connelly, B.A., LL.M., D.C.L., is Research Counsellor to the Commission.

Ms. Emily Egan, LL.B., B.C.L. (OXON), Ms. Cliona Kimber, LL.B., LL.M., Mr. James Kingston, LL.B., LL.M., Barrister-at-Law, and Ms. Julianne O'Leary, B.A., LL.B., Barrister-at-Law are Research Assistants.

Further information from:

The Secretary,
The Law Reform Commission,
Ardilaun Centre,
111 St. Stephen's Green,
Dublin 2.
Telephone: 715699.
Fax No: 715316.

NOTE

This Report was submitted on 19 October 1992 to the Attorney General, Mr. Harold A. Whelehan, S.C., under section 4(2)(c) of the Law Reform Commission Act, 1975. It embodies further results of an examination of and research in relation to Land Law and Conveyancing Law which was carried out by the Commission at the request of the former Attorney General, Mr John Rogers S.C., together with the proposals for reform which the Commission were requested to formulate.

While these proposals are being considered in the relevant Government Departments the Attorney General has requested the Commission to make them available to the public, in the form of this Report, at this stage so as to enable informed comments or suggestions to be made by persons or bodies with special knowledge of the subject.

CONTENTS	PAGES
CHAPTER 1: INTRODUCTION	1- 2
CHAPTER 2: SIMPLIFYING OF CONVEYANCING GENERALLY	3- 8
1. Proposal to abolish requirement for the sealing of documents by corporate bodies incorporated outside the State	3
2. Appointment of new trustees and vesting of property of unincorporated associations	5
3. Abolition of words of limitation for unregistered land	6
4. Conversion of a joint tenancy into a tenancy in common	7
CHAPTER 3: RECTIFICATION OF ANOMALIES ARISING FROM MODERN LEGISLATION	9-12
1. Extending the jurisdiction of a Planning Authority to land below the high water mark	9
2. Proposal to set up a register of charges by companies incorporated outside the State, which have not established a place or business in the State but which own land in the State	10
3. Proposal to extend section 90 of the Registration of Title Act to include the granting of leases by a person entitled to be registered as owner	11
CHAPTER 4: AMENDMENTS TO LANDLORD AND TENANT LAW	13-21
1. Proposal to amend Landlord and Tenant (Amendment) Act, 1971 - Sporting Leases	13

<i>CONTENTS</i>	<i>PAGES</i>
2. Proposal to amend section 28 of Landlord and Tenant (Ground Rent) (No.2) Act, 1978	15
3. Proposal to amend section 5(3) of the Landlord and Tenant (Amendment) Act, 1980	16
4. Proposal to amend section 13(1)(a) of the Landlord and Tenant Act, 1980	17
5. Proposal to amend section 17(2) of the Landlord and Tenant (Amendment) Act, 1980	19
6. Proposal to amend section 15: The Landlord and Tenant Act, 1984	20
CHAPTER 5: SUMMARY OF RECOMMENDATIONS	22-23
LIST OF COMMISSION PUBLICATIONS	24-28

CHAPTER 1: INTRODUCTION

On the 6th March, 1987, the then Attorney General, in pursuance of section 4(2)(c) of the *Law Reform Commission Act, 1975* requested the Commission to formulate proposals for the reform of the law in a number of areas. Among the topics was:

"Conveyancing law and practice in areas where this could lead to savings for house purchasers".

The Commission recognised that a comprehensive review of land law and conveyancing law was not feasible within the limited resources available to them at the time and accordingly established a Working Group which was asked to identify a number of areas in which reform of land law or conveyancing law could be brought about more easily. The Working Group was asked to concentrate on areas where it could recommend changes in the law which would remove anomalies or redundant provisions.

The members of the Working Group appointed were Mr. John F. Buckley, Commissioner (Convener), Miss Justice Mella Carroll, Professor J.C. Brady, Mr. George Brady, SC., Ms. Mary Laffoy, SC, Mr. Ernest B. Farrell and Mr Rory McEntee, Solicitors. Miss Justice Carroll resigned from the Working Group in November 1988 following her appointment as a judge of the Court of the International Labour Organisation.

The Commission published two Reports in 1989, one entitled General Proposals and the other on the subject of Enduring Powers of Attorney.

Ms. Mary Laffoy, S.C. and Mr. Rory McEntee resigned from the Working Group following the publication of the first two Reports and Ms. Mary Geraldine Miller, Ms. Deborah Wheeler, Barristers-at-Law, Mr. Patrick Fagan and Mr. Tom

O'Connor, Solicitors joined the Working Group. The Working Group has continued to concentrate on matters which occur in a significant number of conveyancing transactions which give rise to unreasonable delays in the completion of those transactions and it has also identified a number of aspects of statute law which are in need of reform.

The Commission published two further Reports, one on the Passing of Risk from Vendor to Purchaser and one on the Service of Completion Notices, in December 1991. The Commission would like to record its deep appreciation of the contribution which the members of the Working Group have made to the Commission's examination of this difficult and technical area of the law. Their knowledge and experience were invaluable in enabling the Commission to formulate practical proposals for alterations in the law. As usual, however, the Commission emphasises that it alone is responsible for the contents of this Report.

The Working Group took the view that it is difficult, in practice, to separate areas of land law and conveyancing law which relate to house purchase and those which relate to the transfer of other types of property or interests in property. Accordingly, while some of their suggestions relate primarily to transfer of residences, others are of more general effect. The Working Group has identified a number of areas where it believes that there are anomalies in the law, the origins of which vary from the continuing existence of obsolete provisions to unforeseen difficulties which have been created by more modern legislation.

We have grouped the recommendations under separate headings:

1. The simplifying of conveyancing and land law generally,
2. Rectification of anomalies arising from modern legislation,
3. Amendments to landlord & tenant law.

In our first report we drew attention to the delay attaching to transactions in the Land Registry. The most significant development since that Report has been the announcement by the Minister for Justice that he was considering a proposal to alter the status of the Land Registry so as to convert it into an autonomous agency which would remain within the public sector. We understand that this proposal is at an advanced stage. There is clearly much to be said for establishing the Registry on a more independent basis than it has hitherto had. The Registry should be a self-funding body whose surpluses should be available for investment in continuing expansion of the Registry which should not be subject to prevailing restrictions on public service employment.

CHAPTER 2: SIMPLIFYING OF CONVEYANCING GENERALLY

1. Proposal to abolish requirement for the sealing of documents by corporate bodies incorporated outside the State

The provisions of section 3 of the *Real Property (Amendment) Act, 1845* require that land be transferred by deed, that is an instrument in writing executed under seal.

Since 1845 the execution of a document by a corporation, particularly by companies registered under what are now the Companies Acts, has been evidenced by the impressing of the seal of the company on the document. While there does not appear to be a provision in our current company legislation which actually requires a company to have a common seal, there are numerous provisions in the legislation dealing with the use of such seal and the occasions on which its use may be dispensed with or is not required for the efficacy of the particular transaction. It is common for the Articles of Association of companies to provide that the seal may only be affixed in the presence of certain officers.

Presumably as a consequence of this, the Land Registry has a requirement that where a document is presented to the Registry for registration where a company is a party to the transaction, it should be executed under the seal of the company. The relevant rules and the official forms require the sealing of documents by companies. This is emphasised by Rule 58 under which the Registrar is "entitled to assume that every deed expressed to be sealed by a party (other than a corporate body) executing same shall in fact have been so sealed notwithstanding that the deed bears no trace of such sealing at the time of lodgment in the Registry". It is clear, therefore, that the sealing of a document by a corporate body is regarded as essential by the Registry under the Rules.

While no difficulties arise in relation to the execution of documents by companies within this jurisdiction and until very recently did not arise in relation to the execution of documents by companies incorporated within the United Kingdom, where the existence of a company seal had not only been traditional but in some cases was required by statute, a similar situation does not exist in many other countries. In countries such as the Netherlands, there is no requirement or tradition of companies having company seals and it would appear that company seals would not, in fact, have any official recognition within that jurisdiction. The practice in the Netherlands is for the names of individuals who are entitled to execute documents on behalf of the company to be filed in the Companies Office Register.

Therefore all that a person wishing to check on the validity of the execution of a document executed by a company registered in the Netherlands has to do is check that the signature on the document is the signature of one of the persons whose names appears in the particulars filed in the Companies Registration Office in the Netherlands.

If a document is to be accepted in the Land Registry as having been executed by a company registered in the Netherlands, it appears that that company will have to acquire a seal and impress it on the document, even though a seal has no status under Dutch law.

It is suggested that a requirement which leads to such a result needs to be amended. If documents are being executed by companies in jurisdictions which do not have a requirement or practice that a company has a corporate seal, it does not really seem sensible for our Land Registry to have to insist that such documents should be sealed. What should be required is that documents executed by companies should be executed in accordance with the rules applying in the jurisdiction in which that company is registered. It is suggested that the Land Registry Rules be amended so as to permit this.

It would not be unreasonable to throw the burden of satisfying the Land Registry that a document had been executed by a non-Irish registered company in accordance with the rules of the jurisdiction in which it was incorporated on the person presenting the document for registration. In practice, a person acting in a transaction involving such a document would almost certainly have had to make their own enquiries to ensure that the document has been properly executed. An Irish lawyer in receipt of a document purported to have been executed by a foreign-based corporation will normally request a certificate from a lawyer in the relevant jurisdiction confirming that the document has been properly executed in accordance with the legislation in the jurisdiction.

It is recommended that the execution of documents, relating to land, by bodies corporate incorporated outside the State should be accepted as being validly executed by the registering authorities where they have been validly executed in accordance with the legal requirements of the jurisdiction in which the body is incorporated.

2. *Appointment of new trustees and vesting of property of unincorporated associations*

Most sporting and cultural or community organisations in Ireland are not incorporated. Their legal status is that of an unincorporated association. Under our legal system, any property, in the sense of lands or buildings owned by them, must be held by trustees. Such trustees are normally what are known as "Bare Trustees" that is, that they are merely holders of the property and must deal with it in accordance with the directions of the members of the organisation.

Some such organisations have sophisticated provisions covering the appointment and replacement of trustees. Others may have little or no provision in their constitution or rules governing the appointment. Where they do exist, they normally provide for the appointment of trustees by the organization though there may be a power in the trustees to appoint successors.

Many of these organisations have only one piece of property which they may have occupied for many years. It is common to find that when the organization comes to sell some or all of the property, the trustees in whose name the property stands are all deceased, the need to appoint new trustees on the death of the existing ones having been overlooked. In order to effect the sale, it will be necessary for new trustees to be appointed and for the property to be vested in those trustees.

Section 10 of the *Trustee Act 1893* is of considerable assistance because it does provide that "the person or persons nominated for the purpose of appointing new trustees by the instrument (if any) creating the trust .. may by writing appoint another person or persons to be a trustee or trustees in place on the trustee's death" The section also provides that the personal representatives of the last surviving or continuing trustee could appoint. In cases where it is not clear who the person nominated for the purpose of appointing new trustees is, the practice has been for the personal representative of the last surviving trustee to be sought for the purpose of appointing new trustees. This can be a tedious and sometimes expensive business.

Section 12 of the *1893 Trustee Act* provides that "where a deed by which a new trustee is appointed ... contains a declaration by the appointor to the effect that any estate or interest in the lands subject to the trust ... shall vest in the persons who by virtue of the deed become and are the trustees for performing the trust, that declaration shall without any conveyance or assignment operate to vest in those persons as joint tenants" The fact that the section is limited to a "deed" that is a document under seal which contains the appropriate declaration, can present further difficulties. It is common to find that such organisations, where they have appointed new trustees in place of retiring or dead trustees, have not in fact done so by deed but have, in accordance with their constitution or rules, passed a resolution at a general meeting making the appointment. The resolution or the evidence thereof would not normally constitute a deed and accordingly, it may be necessary some years later to procure the execution of a deed vesting the property in the new trustees which again may give rise to considerable delay

and expense frequently at a time when a sale is imminent or, indeed, in progress.

While sections 10 and 12 of the *Trustee Act 1893* aimed at improving the procedures for appointing new trustees and vesting property in them, it is clear that in the case of unincorporated associations, they are not ideal.

Section 10 does not present any enormous difficulties but it might be amended by providing that in the case of unincorporated associations, save as otherwise provided by their rules or constitution, the right to appoint new trustees should be vested in the members assembled in general meeting and that the new trustees could be appointed by resolution at the meeting provided that such resolution is passed by a majority of those present and voting.

It is suggested that section 12 could be amended so as to provide that a copy of the resolution appointing the new trustee or trustees, certified by the chairman of the meeting at which it was passed, should be sufficient evidence of the appointment but should also operate as a vesting deed for the purposes of section 12. The effect of this would be that one single document would both be evidence of the appointment of trustees and would also effect the transfer of the title of the property. The amending section should, of course, provide that such document be accepted for registration purposes both by the Registry of Deeds and the Land Registry.

It is recommended that so far as unincorporated associations are concerned, section 10 of the Trustee Act should be amended to provide that, save as otherwise provided by their constitution or rules, the right to appoint new trustees of the association's property should be vested in the members assembled in general meeting and that new trustees may be appointed at any such meeting, where notice of the intention to make the appointment has been duly given. Any such resolution may be passed by a majority of the members present and voting on the resolution. We also recommend that section 12 of the Trustee Act be amended so as to provide that a copy of the resolution, certified by the chairman of the meeting at which it was passed, should operate as a vesting deed for the purposes of section 12.

3. *Abolition of words of limitation for unregistered land*

Words of limitation are a survival of the formalistic approach of the feudal system to land transactions. A freehold estate could only be created if the grantor used the appropriate words of limitation. In order that a fee simple in unregistered land may pass to a purchaser or grantee, it is necessary to use either the words "to A in fee simple" or the words "to A and his heirs". If the words used are simply "to A" or "to A forever" or "to A absolutely", then all that A gets is a life estate in the property.

The need to use Words of Limitation in respect of a fee simple was abolished in England by Section 60 (i) of the *Law of Property Act, 1925*.

The need to use words of limitation in respect of registered land in the Republic

of Ireland was abolished by section 123 of the *Registration of Title Act, 1964*.

The position in Ireland is still that in respect of conveyances of unregistered land, where appropriate words of limitation are not used, the smallest, rather than the largest, freehold estate is taken to pass to the grantee.

Notwithstanding that it is the normal practice in drafting assurances of the fee simple property in Ireland to recite that the parties have agreed to transfer that interest from one to the other, the absence of the correct words of limitation, even where the intention of the parties is clear from other parts of the document, will mean that only a life estate in the property will pass to the transferee.

Where the conveyance is made for valuable consideration from A to B and the correct words of limitation are not used, the effect will be that B will only get a legal life interest in the property but will get an equitable fee simple. B will be entitled to call on A to convey the outstanding legal estate in the fee simple remainder. If, however, the conveyance is not made for valuable consideration, then B may not be entitled to call on A to convey the outstanding legal estate to B.

If the error is not detected at an early stage and either B or A have died, getting in the outstanding interest may prove troublesome.

There would not appear to be any justification for the retention of the rule in Ireland when it has been abandoned in its place of origin in England and has also been abandoned in respect of registered land in Ireland. The retention of the distinction merely continues a trap into which conveyancers of interests in land fall, from time to time, with consequent expense to their clients (or themselves) in remedying the defect.

It is recommended that the requirement to use words of limitation in an assurance of unregistered land be abolished.

4. *Conversion of a joint tenancy into a tenancy in common*

Mr. Mervyn Taylor T.D. wrote to the then President of the Commission in May 1990 suggesting that a joint tenant should be able to sever unilaterally a joint tenancy by giving notice that the property would henceforth be held under a tenancy in common. His concern arose in cases where a husband and wife who held the family home as joint tenants have separated. The husband has left home and the wife and children are residing in the family home which is held on a joint tenancy. If the wife dies first, her interest in the family home passes to the husband automatically, by way of survivorship and the position of the children may be undermined. In such cases, it may be impossible to secure the husband's consent, during the wife's lifetime, to any severance of the tenancy and conversion into a tenancy in common, so as to give the children a vested interest in the property.

It was suggested that in such a case the interests of the children would be protected if their mother could unilaterally execute a simple deed of severance, which would not require the consent of the husband.

Having considered the matter carefully, the conclusion of the Commission was that the proposed solution might create more problems than it solved. If a family home is held under a tenancy in common, the husband is free to dispose of his interest in the property either by a transfer made during his life or by his will to a third party, which would not benefit the wife or children.

The view of the Commission is that, rather than attempt to provide a solution which might be of benefit in a minority of cases, the wife, where she has grounds for a separation in the situation exemplified by Mr. Taylor, should really take advantage of the provisions of the *Judicial Separation and Family Law Reform Act 1989* and apply to the Court for an order in respect of the property which, if successful, would avoid the risk of the property all passing to the husband on the wife's death. This type of situation will hopefully be ameliorated by the implementation of the Governments proposed legislation providing for ownership of the Family Home.

CHAPTER 3: RECTIFICATION OF ANOMALIES ARISING FROM MODERN LEGISLATION

1. *Extending the jurisdiction of a Planning Authority to land below the high water mark*

Under the Planning Acts, the *Local Government (Planning & Development) Acts 1963-1992* and the Regulations made thereunder, permission is required for the development of land. Under the Acts and the Regulations, permission for any development of land must be obtained from the relevant Planning Authority, (County Council, Corporation, Borough or County Borough or Urban District Council). Land is defined by the *1963 Planning Act* as including any structure and "any land covered with water (whether inland or coastal)". This would appear to include land which is below the high water mark and accordingly development of such land requires permission under section 25 of the 1963 Act and the Permission Regulations.

The functional area of a Planning Authority extends to the maritime boundary, which includes islands, see *Browne v Donegal County Council* (1980) IR 132.

Where that boundary lies along the high water mark, difficulty appears to arise in relation to the granting of planning permission, since the land beyond the high water mark does not fall within the functional area of the Planning Authority. As a result, there does not appear to be any Planning Authority to whom an application for the development of such land can properly be made. Where the high water marks the boundary of the functional area of the Planning Authority, it must, at least, be likely that the validity of a permission for the carrying out of a development, for example a jetty, part of which is within the functional area of the Planning Authority and part of which is not, is dubious.

There is provision, under section 28 of the *Local Government (Reorganisation) Act, 1985*, for the Minister to add to a County or County Borough land (which includes land covered by water, including the sea) contiguous to it all of which is located below the high water mark and is to the landward side of a line every point of which is three miles distant from high water mark which does not form part of any county or county borough. The word "contiguous", requiring physical touching, suggests that the provision may be too tightly drawn.

It would, therefore, be possible for a Planning Authority, when it receives an application for permission for the development of land which is either wholly or partly outside its maritime boundary, being below the high water mark, either to seek an order from the Minister or advise the applicant to seek an order from the Minister, adding the relevant piece of land to the County or County Borough. This would be a somewhat piecemeal solution and might result in more applications to the Minister than would be sensible.

An alternative would be to extend the functional area of a planning authority to land covered with water (whether inland or coastal and including land below the high water mark). This would enable the Planning Authority to have jurisdiction to grant a permission. This would provide a more general solution to the problem.

It is recommended that the Planning Acts be amended so as to provide that a Planning Authority should have jurisdiction to grant planning permissions for the development of land within a 3 mile zone below high water mark from its land boundary.

2. *Proposal to set up a register of charges by companies incorporated outside the State, which have not established a place or business in the State but which own land in the State*

Part XI of the 1963 *Companies Act* requires every company incorporated outside the State that establishes a place of business in the State to make up annual accounts and to deliver certain particulars about such company to the Registrar of Companies, including the name and address of a person within the jurisdiction on whom proceedings may be served. It is accepted that mere ownership of land in the State does not of itself, constitute the establishment of a place of business in the State. This would appear to require having a specified or identifiable place from which the company does business with some regularity.

A company which has established a place of business is regarded as being obliged to file a note of any charge created by it over land in Ireland. Such charges are registered on "the Slavenburg" file, named after the case of *N V Slavenburg's Bank Intercontinental Natural Resources Ltd* [1980] 1 All ER 955. There is no obligation on a company incorporated outside the State, which does not establish a place of business in Ireland, but which acquires land in Ireland, to register a note of any charges which it may make over that land in the Companies Office.

If a legal mortgage over unregistered land or a charge over registered land is granted by the foreign company, such a mortgage or charge must, of course, be registered in the Registry of Deeds or Land Registry, respectively.

However, if the foreign company creates an equitable mortgage by a deposit of title deeds or an undertaking is given by its solicitor to hold such deeds in trust for a third party, both of which would in the case of an Irish registered company require registration in the Companies Office under section 99 of the *Companies Act 1963*, there is no obligation on the foreign company to register any notice of the making of such encumbrance, nor indeed any procedure for registering such notice.

It is important for persons dealing with a company incorporated outside the State, which may not have established a place of business in the State, to have notice of charges against land owned by such a company within the State, in the same way as such persons would have notice of charges created by companies which have been established in the State.

It is recommended that the Companies Acts be amended so as to provide that charges created by such companies should be registered on a charges register in the Companies Office.

3. *Proposal to extend section 90 of the Registration of Title Act to include the granting of leases by a person entitled to be registered as owner*

Under our land registration system, the estate purported to be vested in a transferee of an interest in registered land by the relevant instrument of transfer is vested in the transferee on registration. The date of registration is normally the date of the lodgement of the instrument of transfer in the Land Registry (Rule 63). Prior to the coming into force of the *Registration of Title Act 1964*, that meant that a person in whose favour a transfer of an interest in registered land had been made and delivered, could not effectively transfer or charge the land until such person had been registered as owner under the transfer.

Section 90 of the *Registration of Title Act, 1964* provides:

Where a person on whom the right to be registered as owner of registered land or of a registered charge has devolved by reason of the death of the owner or the defeasance of the estate or interest of such owner or by reason of an instrument of transfer made in accordance with the provisions of this Act, desires to-

- (a) transfer or charge the said land or create a lien thereon by deposit of the land certificate (or, where that person is the Land Commission, exercise any other rights of ownership, including enforcement of the right to vacant possession), or
- (b) transfer or charge the said charge or create a lien thereon by

deposit of the certificate of charge,

before he is himself registered as owner of the land or charge, he may do so subject to any burdens or rights affecting his interest which would have been entered on the register if he had himself become the registered owner and subject also to the provisions of this Act with regard to registered dealings for valuable consideration, and in the like manner and with the same effect as if he were the registered owner at the time of execution of the transfer, charge or deposit, as the case may be.

This has proved a most useful provision.

Unfortunately, there appears to be a lacuna in the section in that, while it entitles a person who has a right to be registered as owner to transfer or charge the land, it does not enable a person entitled to be registered as owner to grant a lease of the land (Fitzgerald, *Land Registry Practice* - Page 235). There does not appear to be any sound policy reason why an exception should have been made for the granting of leases. It is common for a person who has purchased land to require to grant a lease immediately of some or all of that land prior to completion of registration of the transfer in the Land Registry. It effectively prevents an existing registered owner from entering into a sale and leaseback arrangement with a financial institution. It prevents a person from taking a transfer of land and immediately granting a lease.

It has also been represented to the Commission that the wording of section 90 may be too restrictive. It has been suggested that the use of the words "transfer or charge *the said land* or create a lien thereon " in Paragraph (a) does not authorise the person to transfer *part* of the land or charge part of the land but only to transfer or charge the *entire* of the registered land in respect of which such person has the right to be registered as owner. If section 90 is to be amended so as to extend the rights conferred by it to include the granting of leases then an opportunity should be taken to ensure that the doubts expressed about the application of the section to part of the land be resolved by redrafting the section, so as to make it clear that the right to transfer, charge or lease includes a right to so deal with part of the land to which a person is entitled to be registered as owner.

The Commission understands that the Land Registry would welcome this extension of section 90.

It is, therefore, recommended that section 90 of the Registration of Title Act, 1964 be amended so as to entitle a person who has the right to be registered as owner of registered land to grant a lease of such land and that the right to transfer, charge or lease such land should extend to part or parts of such land.

CHAPTER 4: AMENDMENTS TO LANDLORD AND TENANT LAW

1. *Proposal to amend Landlord and Tenant (Amendment) Act, 1971 - Sporting Leases*

The *Landlord and Tenant (Amendment) Act, 1971* was introduced, following a recommendation of the Landlord and Tenant Commission, so as to ameliorate the position of sporting or recreational clubs such as golf clubs, football clubs, etc who held land under leases under which they had no right to obtain reversionary leases or to acquire the fee simple in the property which they held. They had no such rights because the land which they held was not subsidiary and ancillary to any buildings which they might occupy under the lease. The effect of the 1971 Act was to give such clubs a right to a new lease for 99 years subject to paying a "fair rent". There is a provision for review of the rent every five years where the terms of the lease have been settled by the Court.

The Landlord and Tenant Commission did not recommend that a lessee under a sporting lease should have a right to enlarge its interest into a fee simple and it was believed that the legislation did not confer any such right.

However, in the recent case of *Fitzgerald and Others (Trustees of Castleknock Tennis Club) Ltd, v Corcoran*, (the Supreme Court 20th February 1991), the Supreme Court held that the applicants, the trustees of the tennis club, were entitled to invoke the provisions of section 14 of the *Landlord and Tenant (Ground Rents) (No 2) Act of 1978*. Section 14 of that Act states:

14. - (1) Where a person holds land under a lease (in this section referred to as a partly-built lease) which would entitle him to acquire the fee simple but for the fact that the portion of the land which is not covered by the permanent buildings is not wholly subsidiary and ancillary to those buildings, the following

provisions of this section shall have effect.

- (2) The partly-built lease shall, for the purposes of this Act, be deemed to comprise two separate leases as follows:
 - (a) one lease (in this section referred to as the built-on lease) comprising that portion of the land demised by the partly-built lease which is covered by the permanent buildings, together with so much of the land as is subsidiary and ancillary to those buildings, and
 - (b) the other lease (in this section referred to as the vacant lease) comprising the residue of the said land.
- (3) For the purposes of the division of the partly-built lease, such portion of the rent reserved by that lease as is fairly attributable to the land comprised in the built-on lease shall be apportioned to the built-on lease and the remainder of the said rent shall be apportioned to the vacant lease, and the covenants on the lessee's part and the conditions contained in the partly-built lease shall be apportioned likewise so as to relate separately to the land comprised in the built-on lease and to the land comprised in the vacant lease.
- (4) The built-on lease shall be a lease to which this Part applies.

The High Court rejected the applicant's claim to be entitled to acquire a fee simple interest in the entire of the leased premises, taking the view that the words "permanent buildings", contained in section 9(1)(a) of the 1978 Act, could not be construed as including a hard tennis court, which was part of the premises and a car park and also that the tennis courts, excepting a septic tank and soakaway, were neither subsidiary nor ancillary to the clubhouse. The Supreme Court held, in answering a question included in a case stated by the High Court, that the trustees were entitled to invoke section 14 of the 1978 Act so as to entitle them to acquire the fee simple in the clubhouse and such ground as is subsidiary and ancillary thereto.

A tennis club can therefore acquire the fee simple in the Clubhouse and ancillary areas and then sell off the Clubhouse and ancillary areas for development. A well-motivated and substantial membership would presumably require the proceeds of the sale to be invested in a new Clubhouse and improved facilities. A Club is, however, under no obligation to expend the proceeds in this way and a Club with a less well-motivated or small membership could simply wind itself up and divide the proceeds among the members - hardly what the legislators would have wished.

While there is no doubt that the Supreme Court reached the correct conclusion in interpreting the law, it does seem that the law, as stated by the Court, may be

regarded as being too generous to sports clubs. The need to protect such clubs from extortionate demands for increased rent on the expiry of their existing leases does not require such clubs to be given a right to acquire the fee simple in a Clubhouse and surrounding area, which it would then be free to dispose of on the open market, for commercial purposes.

The policy of the legislation was to give security of tenure of their lands to sporting or recreational clubs, so long as the lands were used for some outdoor game or sport. Under section 5(3)(b) of the 1971 Act, a landlord in a sporting lease, where the terms were fixed by the court, is entitled to terminate the lease on giving three months notice to the lessee, where the land is not used for or in connection with, such sport, game or recreation. It is hard to reconcile the policy of the Act and this provision, in particular, with the lessee having an entitlement to acquire the fee simple in the portion of the lands comprising the building and land subsidiary and ancillary to the building. After such acquisition, the lessee is no longer bound by any covenant to use that part of the lands in connection with any outdoor sport, game or recreation.

It is, therefore, recommended that the legislation be amended to provide that the lessee of a sporting or recreational club should not have the right to buy out the fee simple.

If it is considered that such a recommendation runs counter to the general policy of the Ground Rents Acts, then, in the alternative, it is recommended that the legislation be amended to provide that on any acquisition of the fee simple, any covenant requiring the lands to be used for or in connection with outdoor sport or recreation should continue to affect the lands as a covenant under section 28(2) of the Landlord and Tenant (Ground Rent) (No 2) Act, 1978.

2. Proposal to amend section 28 of the Landlord and Tenant (Ground Rent) (No.2) Act, 1978

In an earlier Report (Land Law and Conveyancing Law (1) General Proposals [LRC 30-1989], p32) we drew attention to an anomaly contained in section 28 of this Act namely that its provisions had the effect that where a person having an interest in land acquired the fee simple, all covenants, save for those specified in sub-section (2) of the Act, should cease to have effect. In that Report we noted that this affected collateral covenants not merely covenants in any existing lease of the property.

It has been since pointed out, in Wylie's Irish *Landlord and Tenant Law*, that the use of the words "acquires the fee simple" are wide enough to include the situation where a person, who is an under-lessee or tenant, acquires the ultimate fee simple, though not the intervening leasehold interests. Covenants subject to which that person held the land, other than covenants preserved by sub-section (2), would cease to have effect. This clearly could not have been the intention of the legislature.

If a tenant holds property under a modern full repairing and insuring lease and his landlord in turn holds under a long lease but one under which he is not entitled to acquire the fee simple or obtain a reversionary lease, the tenant should not, by acquiring the fee simple reversion to the lease under which his landlord holds, be able to avoid the tenant's covenants in his own lease.

We suggested in our earlier Report in relation to collateral covenants that section 28 was of doubtful constitutional validity and so much more must this aspect of it be.

It is not clear why the draughtsman chose to use the words "acquires the fee simple" but it may have been in an ill-judged attempt to include acquisition by agreement, rather than limit the application of the provision to acquisition under the provisions of the Ground Rents Acts. It is, at least, arguable that the words used in the original 1967 Ground Rents Act and continued on in the 1978 Act itself, "enlarge his interest into a fee simple", would equally have covered the acquisition by private agreement of the fee simple reversion to a leasehold interest.

It is clear that the provisions of section 28 should only apply where there is no intervening interest and the lessee acquires the fee simple reversion to his existing leasehold interest.

It is recommended that the wording of section 28(1) of the Landlord and Tenant (Amendment) Act, 1978 be amended to read: "Where a person who has enlarged his interest in land into a fee simple by acquiring the fee simple in the land and every intermediate interest in the land, all covenants ...".

3. *Proposal to amend section 5(3) of the Landlord and Tenant (Amendment) Act, 1980*

Section 5(3) of the *Landlord and Tenant Act, 1980* conferred rights under the Act where there had been a separation of identity between the person holding premises under the lease and the person trading in the premises. The provision was primarily designed to cover the situation where an individual holding a lessee's interest incorporated a company to carry on trading and failed to transfer the lessee's interest in the property to the trading company. It also dealt with three other situations where the separation is between a holding company and a subsidiary company or between two collateral subsidiaries of another company.

The question of whether the landlord had consented to the carrying on of the business by the relevant company in the premises, although the lessee's interest was not vested in that company, does not seem to have been considered and it must be assumed that the provision is to operate whether or not any consent was given.

It is suggested that the provisions of sub-section (3) which effectively transfers the leasehold interest from the person entitled to it to the relevant company may be

quite unfair to the landlord. It is likely that the landlord would only have granted the lease to an individual or to a company as the case may be, whose financial strength had been examined and found satisfactory. The effect of the provision is to effectively vest the lessee's interest in a company of which the landlord knows nothing without giving the landlord any opportunity to check on the financial strength of the relevant company.

It is suggested that in the case where an individual is the lessee, the rights of renewal should remain vested in the lessee, even though the actual business is being carried on by a company. The legislation could readily provide that instead of deeming the company to be the tenant, the business could be deemed to have been carried by the actual lessee. If the lessee requires to have the new lease taken by the company, the landlord will be entitled to treat such application as an application for consent to assignment which can be dealt with in the usual way. The original lessee will have the protection of the Acts in so far as consent to such assignment may not be unreasonably withheld. A similar provision could be made in respect of the situation where the lessee's interest is still vested in one company while the trading is carried on by another company.

At the same time, the opportunity might be taken to correct the anomaly of subsection (3) which does not cover the situation where the lessee's interest is vested in a company but the trading is actually carried on by an individual who is or was the principal of the company.

It is recommended that section 5(3) of the Landlord and Tenant (Amendment) Act 1980 be amended so as to provide:

- (i) *that where an individual lessee has transferred the lessee's interest in a tenancy to a limited company, without the lessor's consent, the right to a new tenancy under the Act should remain vested in the individual and*
- (ii) *that the protection of the section be extended to the situation where the lessee's interest is vested in a company but the trading in the premises is carried on by an individual who is the principal of the company.*

4. Proposal to amend section 13(1)(a) of the Landlord and Tenant Act, 1980
Section 13(1)(a) of the *Landlord and Tenant (Amendment) Act, 1980* is in the following terms:

"13-(1) this part applies to a tenement at any time if -

- (a) the tenement was during the whole of the period of 3 years ending at that time, continuously in the occupation of the person who was the tenant immediately before that time or of his predecessors in title and *bona fide* used wholly or partly for the

purpose of carrying on a business or,"

"A tenement" is the unit of property which qualifies for protection under Part II of the 1980 Act. It is defined in section 5 as:

- (a) premises complying with the following conditions:
 - (i) they consist either of land covered wholly or partly by buildings or of a defined portion of a building;
 - (ii) if they consist of land covered in part only by buildings, the portion of the land not so covered is subsidiary and ancillary to the buildings;
 - (iii) they are held by the occupier thereof under a lease or other contract of tenancy express or implied or arising by statute;
 - (iv) such contract of tenancy is not a letting which is made and expressed to be made for the temporary convenience of the lessor or lessee and (if made after the passing of the Act of 1931) stating the nature of the temporary convenience; and
 - (v) such contract of tenancy is not a letting made for or dependent on the continuance in any office, employment or appointment of the person taking the letting;

or

- (b) premises to which section 14 or 15 applies.

Note: Sections 14 and 15 refer to premises which were affected by the provisions of the *Rent Restrictions Act 1960* and *1967* respectively.

It is not at all clear whether the provisions of section 13(1)(a) of the 1980 Act require the property to have been a "tenement" during the whole of the period of three years ending at the relevant time. While there are probably not many situations in which there would be a physical change in the nature of the property, so as to convert what was not previously a tenement into a tenement during the relevant three year period, it is possible that the restrictions contained in sections 5(1)(a)(iv) and 5(1)(a)(v) of the Act might cease to affect the property during the relevant three year period.

An example of this would be the position where a landlord had made a letting for temporary convenience stating the nature of the temporary convenience and the temporary convenience had ceased to exist. If, for instance, a local authority had granted a temporary convenience letting, the nature of the temporary convenience being that the local authority had acquired the property with the intention of including it in a scheme of development but did not require immediate possession pending the commencement of the scheme and subsequently, perhaps by the action of a government department, the local authority is prevented from carrying out such scheme of development, then the temporary convenience ceases to exist and the property is no longer excluded

from the Act.

As far as sub-paragraph (v) is concerned the office, employment or appointment of the person might no longer be a condition of the tenancy if, for instance, the office ceases to exist or other arrangements are reached which result in the waiver of this condition. It might be apprehended that the landlord could permit the tenant to remain in occupation of the premises for a further three years after the cesser of the condition but this would only be the case if section 13(1)(a) is to be construed as requiring the property to be a tenement during the entire of the relevant three year period. *It is recommended that an amendment be made to section 13(1)(a) to make it clear that to qualify under the section a property must have been "a tenement" during the entire of the relevant three year period.*

5. *Proposal to amend section 17(2) of the Landlord and Tenant (Amendment) Act, 1980*

Section 17 of the *Landlord and Tenant (Amendment) Act, 1980* contains the restrictions on a tenant's right to get a new tenancy. Sub-section 2 deals with the cases where a tenant is entitled to compensation for disturbance if he is not entitled to a new tenancy because it appears to the Court that the conditions met in sub-section 2(a) which include a landlord's intention to pull down, rebuild or reconstruct the buildings or landlord requiring vacant possession for the purpose of carrying out a scheme of development etc.. These grounds do not include the landlord requiring the premises for occupation as a residence for himself or any person *bona fide* residing or to reside with him or for occupation as a residence for a person in the whole time employment of the landlord. Similar provisions, however, do appear in section 16 of the *Housing (Private Rented Dwellings) Act, 1982* which dealt with a similar situation in residential property.

It is suggested that it is anomalous that there is no provision in sub-section (2) of section 17 of the 1980 Act similar to those contained in section 16 of the *Housing (Private Rented Dwellings) Act 1982*. It would appear that when sub-section (2) was being drafted no cognisance was taken of the fact that section 13(1)(b) of the 1980 Act applies primarily to dwellings or premises which if once used for business premises are no longer so used.

While there are provisions in the 1980 Act, sections 14 and 15, which deal with the application of Part II of the 1980 Act to business premises, de-controlled by the *Rent Restrictions Act 1960*, many premises may have protection under section 13(1)(b) which have never been controlled premises. There may be a significant number of residential lettings of premises which would never have been rent controlled, having been built or converted into their present state since 7th May 1941.

It is recommended that the following provisions of section 16 of the Housing (Private Rented Dwellings) Act, 1982 should be carried over into part II of the Landlord and Tenant Act, 1980:

- (1) *Where it is required for occupation of the landlord by the landlord himself or any persons normally residing or to reside with him.*
- (2) *Where the landlord requires a dwelling for occupation as residence by a person in his whole-time employment.*

It is of course unnecessary to carry over the third ground under section 16, that of good estate management, because it is already contained in section 17(2)(a)(v) of the 1980 Act.

Section 16 of the Housing (Private Rented Dwellings) Act 1982, contains a proviso that not merely must the landlord establish the grounds on which the tenant is not to be entitled to a new tenancy under the section, but the Court must also consider it reasonable to make the order. This proviso should apply to applications brought under this recommendation and the tenant should be entitled to compensation under s17(2).

6. *Proposal to amend section 15: The Landlord and Tenant Act, 1984*

The *Landlord and Tenant Act, 1980* conferred for the first time a power on the courts to deal with rent reviews. The Courts were not empowered to impose in any lease, the terms of which were being settled by the court, any provisions for the review of the rent under such leases. Instead the legislation provided for both the landlord and tenant having a right to apply to the court for a review of the rent at five yearly intervals.

Unfortunately, the provisions of section 24 of the 1980 Act were perceived not to have operated satisfactorily.

Accordingly, section 15 of the *Landlord and Tenant (Amendment) Act, 1984* was introduced with a view to ameliorating the position. It provides that a person seeking a rent review shall serve notice of intention to have the rent reviewed on the other party, which notice may be served (a) where the rent has not previously been reviewed, not earlier than one month before the fifth anniversary of the date on which the terms of the tenancy were fixed or (b) where the rent has previously been reviewed, not earlier than the fifth anniversary of the date of service of the notice for the preceding review.

Section 15(5) provides that in default of agreement the rent fixed on review is to become payable on the later of

- (a) the first gale day after the service of the notice seeking the rent review,
or
- (b)
 - (i) On the first review the first gale day following the fifth anniversary of the date of the fixing of the terms of the tenancy.
 - (ii) On any subsequent review, the first gale day following the fifth

anniversary of the date of service for the preceding review.

When commercial leases which include rent review provisions are being negotiated, it is the norm for such provisions to be drafted on the basis that the review shall take effect from the fifth anniversary of the commencement of the lease. It is not clear why the legislation should not have introduced similar provisions. The Landlord and Tenant Acts already provide that any new lease granted under the Acts shall run from the date of expiry of the previous lease and it would have been logical to provide that any rent reviews should have taken place by reference to the date of commencement of the lease.

Section 15(3)(l) is still open to abuse by the parties at the stage of the first fixing of the terms of the tenancy. It would be normally of advantage to the tenant to achieve such delay. There will be some inevitable delay in fixing the rent because it is most unlikely that the proceedings in which the terms of the rent are to be determined could be heard in the Circuit Court until some time, perhaps some considerable time, after the date of expiry of the existing lease. If the tenant appeals the determination of the terms of the lease, including rent, to the High Court, there would be a further delay. Indeed the tenant, by seeking to have a case stated either in the Circuit Court or the High Court, could significantly delay the date on which the terms of the tenancy are fixed and if the case went to the Supreme Court, such date could easily be two years after the date of expiry of the lease. Accordingly, the tenant would effectively get a seven year period before the landlord could apply for the first review.

It is recommended that the legislation be amended so as to provide that regardless of when a notice seeking review of the rent is served, the reviewed rent should commence to operate as and from the fifth anniversary of the date of commencement of the lease and from each subsequent fifth anniversary of that date and not by reference to the date of fixing of the rent.

Section 15(6) provides that on a review of the rent by the court, the rent is to be fixed by reference to the date of service of the notice on which the application to the court is based. This too does not accord with the normal arrangements for commercial leases and it is suggested that the rent should be fixed by reference to the date of each fifth anniversary of the date of commencement of the lease. Sub-section (6) provides an opportunity for a landlord in a rising market to delay applying for a rent review until he is satisfied that the rents have risen significantly above those applying at the fifth anniversary. A landlord or tenant holding under a commercial lease, negotiated at arms length, would be bound by a provision that the rent is to be determined as of each fifth anniversary, regardless of when the notices are served or when any determination of the rent takes place.

It is recommended that section 15(6) of the Landlord and Tenant (Amendment) Act, 1984 be amended so as to provide that the rent should be fixed by reference to each fifth anniversary of the date of commencement of the term.

CHAPTER 5: SUMMARY OF RECOMMENDATIONS

1. The requirement that documents transferring an interest in land executed by corporate bodies and corporated outside the State should be sealed should be abolished. Such documents should be accepted if they are executed in accordance with the provisions of the jurisdiction in which the body is incorporated.
2. Unincorporated association should, subject to any existing provisions in their rules or constitution, be permitted to appoint new trustees to hold the association's property by election at general meetings of the association. It should be provided that a minute of the passing of the resolution appointing the new trustee should be deemed to be a vesting deed for the purpose of section 12 of the *Trustee Act, 1893*.
3. There should no longer be a requirement to include words of limitation in any assurance of unregistered land.
4. A provision that a joint tenant should be able to unilaterally sever a joint tenancy by giving notice to the other joint tenant that the property would henceforth be held under a tenant in common should not be introduced.
5. The jurisdiction of planning authorities should be extended so as to enable the authorities to grant valid planning permissions in respect of land below the high water mark.
6. A register of charges should be established for companies incorporated outside the State which have not established a place of business in the State but which own land in the State.
7. Section 90 of the *Registration of Title Act, 1964* should be extended so as

to permit the granting of leases by a person who is not a registered owner but is entitled to be registered as owner.

8. The *Landlord and Tenant (Amendment) Act, 1971*, dealing with sporting leases, should be amended so as to restrict a sporting or recreational club from acquiring the fee simple in the land held under the lease. Alternatively if a sporting or recreational club is to be so entitled any covenants in the lease requiring the lands to be used in connection with an outdoor sport or recreation should survive.
9. Section 28(1) of the *Landlord and Tenant (Amendment) Act, 1978* should be amended so as to ensure that the section only applies where a person has acquired the fee simple and all the intermediate interests between his leasehold interest and the ultimate fee simple.
10. Section 5(3) of the *Landlord and Tenant (Amendment) Act, 1980* should be amended to provide, firstly, that where an individual lessee has transferred the lessee's interest in the tenancy to a limited company without the lessor's consent, the right to a new tenancy under the act should remain vested in the individual lessee. Secondly, that the protection of the section be extended to the situation where the lessee's interest was vested in the company but the trading in the premises was being carried on by an individual who was the principal of the company.
11. Section 13(1)(a) of the *Landlord and Tenant (Amendment) Act, 1980* should be amended so as to require the relevant property to have been (a) "tenement" within the meaning of the Act during the whole of the period of the three years ending at the relevant time.
12. Section 17(2) of the *Landlord and Tenant (Amendment) Act 1980* should be amended so as to entitle a landlord to refuse to grant a new tenancy, subject to compensation for the tenant, where the landlord requires the premises for occupation as a residence for himself or any person *bona fide* residing or to reside with him or for occupation as a residence for a person in the whole time employment of the landlord. This would bring the provisions into line with those in the *Housing (Private Rented Dwellings) Act, 1982*.
13. Section 15 of the *Landlord and Tenant Act, 1984* should be amended so as to ensure that rent reviews should operate on a 5 yearly pattern, commencing on the date of commencement of the lease.

THE LAW REFORM COMMISSION

Ardilaun Centre
111 St Stephen's Green
Dublin 2

Telephone: 715699
Fax No.: 715316

LIST OF LAW REFORM COMMISSION'S PUBLICATIONS

First Programme for Examination of Certain Branches of the Law with a View to their Reform (Dec 1976) (Prl. 5984) [out of print] [photocopy available]

[10p Net]

Working Paper No. 1-1977, The Law Relating to the Liability of Builders, Vendors and Lessors for the Quality and Fitness of Premises (June 1977)

[£ 1.50 Net]

Working Paper No. 2-1977, The Law Relating to the Age of Majority, the Age for Marriage and Some Connected Subjects (Nov 1977) [out of print] [photocopy available]

[£ 1.00 Net]

Working Paper No. 3-1977, Civil Liability for Animals (Nov 1977) [£ 2.50 Net]

First (Annual) Report (1977) (Prl. 6961)

[40p Net]

Working Paper No. 4-1978, The Law Relating to Breach of Promise of Marriage (Nov 1978)

[£ 1.00 Net]

Working Paper No. 5-1978, The Law Relating to Criminal Conversation and the Enticement and Harboursing of a Spouse (Dec 1978) [out of print] [photocopy available]

[£ 1.00 Net]

Working Paper No. 6-1979, The Law Relating to Seduction and the Enticement and Harboursing of a Child (Feb 1979)

[£ 1.50 Net]

Working Paper No. 7-1979, The Law Relating to Loss of Consortium and Loss of Services of a Child (March 1979)

[£ 1.00 Net]

Working Paper No. 8-1979, Judicial Review of Administrative Action: the Problem of Remedies (Dec 1979)

[£ 1.50 Net]

Second (Annual) Report (1978/79) (Prl. 8855)

[75p Net]

Working Paper No. 9-1980, The Rule Against Hearsay (April 1980) [out of print] [photocopy available]

[£ 2.00 Net]

Third (Annual) Report (1980) (Prl. 9733)

[75p Net]

First Report on Family Law - Criminal Conversation, Enticement and Harbours of a Spouse or Child, Loss of Consortium, Personal Injury to a Child, Seduction of a Child, Matrimonial Property and Breach of Promise of Marriage (LRC 1-1981) (March 1981) [£ 2.00 Net]

Working Paper No. 10-1981, Domicile and Habitual Residence as Connecting Factors in the Conflict of Laws (Sep 1981) [£ 1.75 Net]

Fourth (Annual) Report (1981) (Pl. 742) [75p Net]

Report on Civil Liability for Animals (LRC 2-1982) (May 1982) [£ 1.00 Net]

Report on Defective Premises (LRC 3-1982) (May 1982) [£ 1.00 Net]

Report on Illegitimacy (LRC 4-1982) (Sep 1982) [£ 3.50 Net]

Fifth (Annual) Report (1982) (Pl. 1795) [75p Net]

Report on the Age of Majority, the Age for Marriage and Some Connected Subjects (LRC 5-1983) (April 1983) [£ 1.50 Net]

Report on Restitution of Conjugal Rights, Jactitation of Marriage and Related Matters (LRC 6-1983) (Nov 1983) [£ 1.00 Net]

Report on Domicile and Habitual Residence as Connecting Factors in the Conflict of Laws (LRC 7-1983) (Dec 1983) [£ 1.50 Net]

Report on Divorce a Mensa et Thoro and Related Matters (LRC 8-1983) (Dec 1983) [£ 3.00 Net]

Sixth (Annual) Report (1983) (Pl. 2622) [£ 1.00 Net]

Report on Nullity of Marriage (LRC 9-1984) (Oct 1984) [£ 3.50 Net]

Working Paper No. 11-1984, Recognition of Foreign Divorces and Legal Separations (Oct 1984) [£ 2.00 Net]

Seventh (Annual) Report (1984) (Pl. 3313) [£ 1.00 Net]

Report on Recognition of Foreign Divorces and Legal Separations (LRC 10-1985) (April 1985) [£ 1.00 Net]

Report on Vagrancy and Related Offences (LRC 11-1985) (June 1985) [£ 3.00 Net]

Report on the Hague Convention on the Civil Aspects of International Child Abduction and Some Related Matters (LRC 12-1985) (June 1985) [£ 2.00 Net]

Report on Competence and Compellability of Spouses as Witnesses (LRC 13-1985) (July 1985)	[£ 2.50 Net]
Report on Offences Under the Dublin Police Acts and Related Offences (LRC 14-1985) (July 1985)	[£ 2.50 Net]
Report on Minors' Contracts (LRC 15-1985) (August 1985)	[£ 3.50 Net]
Report on the Hague Convention on the Taking of Evidence Abroad in Civil or Commercial Matters (LRC 16-1985) (August 1985)	[£ 2.00 Net]
Report on the Liability in Tort of Minors and the Liability of Parents for Damage Caused by Minors (LRC 17-1985) (Sep 1985)	[£ 3.00 Net]
Report on the Liability in Tort of Mentally Disabled Persons (LRC 18-1985) (Sep 1985)	[£ 2.00 Net]
Report on Private International Law Aspects of Capacity to Marry and Choice of Law in Proceedings for Nullity of Marriage (LRC 19-1985) (Oct 1985)	[£ 3.50 Net]
Report on Jurisdiction in Proceedings for Nullity of Marriage, Recognition of Foreign Nullity Decrees, and the Hague Convention on the Celebration and Recognition of the Validity of Marriages (LRC 20-1985)(Oct 1985)	[£ 2.00 Net]
Eighth (<u>Annual</u>) Report (1985) (Pl. 4281)	[£ 1.00 Net]
Report on the Statute of Limitations: Claims in Respect of Latent Personal Injuries (LRC 21-1987) (Sep 1987)	[£ 4.50 Net]
Consultation Paper on Rape (Dec 1987)	[£ 6.00 Net]
Report on the Service of Documents Abroad re Civil Proceedings - the Hague Convention (LRC 22-1987) (Dec 1987)	[£ 2.00 Net]
Report on Receiving Stolen Property (LRC 23-1987) (Dec 1987)	[£ 7.00 Net]
Ninth (<u>Annual</u>) Report (1986-1987) (Pl 5625)	[£ 1.50 Net]
Report on Rape and Allied Offences (LRC 24-1988) (May 1988)	[£ 3.00 Net]
Report on the Rule Against Hearsay in Civil Cases (LRC 25-1988) (Sep 1988)	[£ 3.00 Net]
Report on Malicious Damage (LRC 26-1988) (Sep 1988)	[£ 4.00 Net]
Report on Debt Collection: (1) The Law Relating to Sheriffs (LRC 27-1988) (Oct 1988)	[£ 5.00 Net]

Tenth (Annual) Report (1988) (PI 6542) [£ 1.50 Net]

Report on Debt Collection: (2) Retention of Title (LRC 28-1989) (April 1989)
[£ 4.00 Net]

Report on the Recognition of Foreign Adoption Decrees (LRC 29-1989)
(June 1989) [£ 5.00 Net]

Report on Land Law and Conveyancing Law: (1) General Proposals
(LRC 30-1989) (June 1989) [£ 5.00 Net]

Consultation Paper on Child Sexual Abuse (August 1989) [£10.00 Net]

Report on Land Law and Conveyancing Law: (2) Enduring Powers of Attorney
(LRC 31-1989)(Oct 1989) [£ 4.00 Net]

Eleventh (Annual) Report (1989) (PI 7448) [£ 1.50 Net]

Report on Child Sexual Abuse (September 1990) (LRC 32-1990) [£ 7.00 Net]

Report on Sexual Offences Against the Mentally Handicapped
(September 1990) (LRC 33-1990) [£ 4.00 Net]

Report on Oaths and Affirmations (LRC 34-1990)(December 1990)[£ 5.00 Net]

Report on Confiscation of the Proceeds of Crime (LRC 35-1991)
(January 1991) [£ 6.00 Net]

Consultation Paper on the Civil Law of Defamation (March 1991) [£20.00 Net]

Report on the Hague Convention on Succession to the Estates of Deceased
Persons (LRC 36-1991) (May 1991) [£ 7.00 Net]

Twelfth (Annual) Report (1990) (PI 8292) [£ 1.50 Net]

Consultation Paper on Contempt of Court (July 1991) [£20.00 Net]

Consultation Paper on the Crime of Libel (August 1991) [£11.00 Net]

Report on The Indexation of Fines (LRC 37-1991) (October 1991) [£ 6.50 Net]

Report on The Civil Law of Defamation (LRC 38-1991) (December 1991)
[£ 7.00 Net]

Report on Land Law and Conveyancing Law: (3) The Passing of Risk from
Vendor to Purchaser (LRC 39-1991) (December 1991); (4) Service of
Completion Notices (LRC 40-1991) (December 1991) [£ 6.00 Net]

Report on The Crime of Libel (LRC 41-1991) (December 1991) [£ 4.00 Net]

Report on United Nations (Vienna) Convention on Contracts for the
International Sale of Goods 1980 (LRC 42-1992) (May 1992) [£ 8.00 Net]

Thirteenth (Annual) Report (1991) (PI 9214) [£ 2.00 Net]