

In Ireland

Southern Centre

Continued Professional Development

## “Land and Conveyancing Law Reform Act 2009”

### Chapter 3 - Party Structures

by

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## Introduction

Eochaidh O'hÉoghasa, writing in the 16th century, in a poem addressed to his chief patron, Aodh Mac Guidhir, warned about the dangers which followed his acquisition of boundary land, when he wrote:

“Cladh tóránn la tíribh foghladh,  
fód comhraic na ceithre rian,  
ród riogh a ccinníonn gach congháir,  
imioll nár dhíol roghráidh riamh”.<sup>i</sup>

which loosely translates as:

“A fence that borders on the land of marauders,  
a spot where four tracks meet,  
a king's high road where every tumult settles,  
-this is a neighbourhood that never was a mark of great love”.

Sixteenth century Ireland was not alone in having boundary and party walls disputes. Even the great bard himself, William Shakespeare, was no stranger to boundary disputes. We know that he was definitely in Stafford in 1589 because he was named, along with his parents, in a legal action against a neighbour called John Lambert over a boundary dispute. (No wonder then that the content of his plays required a significant knowledge of the law). The foregoing just goes to show that disputes between neighbours are not a new creation. While we have not researched it, no doubt there are examples as far back as the Bible and beyond.

## Disputes arising out of co-ownership.

Very often disputes between neighbours arise out of the issue of party structures and give rise to dispute concerning co-ownership. If it does give rise to disputes, it does not however involve any new form of co-ownership, but rather the use of concepts which existed in the law for a long time.

There used to be a phrase about “*party walls and fences*”, but the modern terminology is “*party structures*”. Although the phrase was used quite commonly, there was in fact no precise definition of a party wall in Irish law.<sup>ii</sup> Indeed, it was often the case that the party wall structure would not stand exactly straight and could lean out of the perpendicular,<sup>iii</sup> or could meander backwards and forwards across the boundary line. Problems may arise in respect of a wide variety of structures and the boundaries between two properties, some of which may not be properly or appropriately described as a wall. Party structures can now encompass many types of structures which appear on, or close to, the boundary between them two properties. They can also give rise to a myriad of legal and factual problems such as the ownership of the structure itself, that is to say whether:

(1) it is owned by one party alone,<sup>iv</sup> or

- (2) is co-owned, or
- (3) does ownership divide down its centre, with each owner owning his own slice,<sup>v</sup> or
- (4) does one party have an easement in respect of the structure, such as an easement in respect of repair, maintenance or support,<sup>vi</sup> or
- (5) the more usual question of whether it is permissible to enter a neighbour's land where the structure is in need of repair.<sup>vii</sup>

## The Position in Common Law

The general rule of common law is that, in the case of a party structure, there is a presumption that the adjoining property owners are tenants in common of the party structure. That is to say, each together with the other owns one undivided half of the party structure. The reason for this is because, frequently, the boundary line may be unclear or is in dispute. This however is only a presumption, and it can arise when there is evidence that both adjoining owners exercised rights over it. The presumption can be rebutted such as in the following circumstances, with the consequence that no co-ownership was held to exist:

- (1) the structure was built entirely on one adjoining owner's land and was consequently held to be his,<sup>viii</sup>
- (2) the structure straddled the boundary line, so that half was on each adjoining owners land and a half was held to belong to each of them.<sup>ix</sup>

In *Kempston -v- Butler*, (1861), Palles CB remarked that "*as a matter of law, the property in the wall followed the property in the land upon which it stood.*"

If the party structure was held to be subject to a tenancy in common then it meant that neither tenant in common could pull it down<sup>x</sup> nor prevent the other from enjoying rights over it.<sup>xi</sup> There was a possible exception to this if pulling down was part of a rebuilding or repairing covenant. In strict law, either tenant in common could insist upon a partition of the structure, though I will leave it to the members of this audience to advise on the feasibility or the practicality of such a course of action.

## The Boundaries Act 1721

The Boundaries Act 1721<sup>xii</sup> and the Dublin Corporation Act 1890, (the latter being a local act which applied to Dublin alone), sought to encourage the building and maintenance of proper boundaries between neighbouring properties and defined, inter alia, a building owners rights to enter his neighbour's land to maintain such structures and allowed the charging of certain of those costs to the neighbour. In practice, these provisions were rarely invoked. They were however passed into law to encourage the building and maintenance of fences, ditches, trenches, banks, walls, or other structures between adjoining lands, and to some extent the provisions were superseded by legislation relating to public works in Ireland, for example the Landed Property Improvement (Ireland) Acts, 1847, 1849 and 1866.

The 1721 Act allowed one neighbour to build a fence or wall on the boundary line, in respect of which there had been no dispute for three years and then to charge half the cost to his adjoining neighbour, if his neighbour refused to join him in sharing the cost from the very beginning.<sup>xiii</sup>

### **Dublin Corporation Act 1890.**

Under the Dublin Corporation Act 1890, provision was made for the repair of what the Act referred to as “party structures”. The expression was not defined but certainly included party walls and probably boundary walls. It also contained provisions giving a landowner the right to enter upon the property of an adjoining owner to carry out repairs and other works. The operation of the Act was limited to the municipal boundaries of Dublin, but by an order made in 1933, it was extended to all areas added to the city. Under the Act a person who wished to execute any work to a party structure was called the “building owner” and the owner of the adjoining premises was called the “adjoining owner”.

Under the Act, the building owner is given the following rights:

- (1) the right to make good or repair any party structure which is defective or out of repair,
- (2) the right to pull down and rebuild any party structure which is so defective as to make it necessary or desirable to pull it down,
- (3) the right to pull down any party structure which is of insufficient strength for any building intended to be built and to rebuild the same of sufficient strength for this purpose, and
- (4) the right to cut away or take down any part of any wall or building which overhangs his ground in order to erect an upright wall.

Before exercising any of the rights, the building owner had to give at least three months notice to the adjoining owner of the intention to commence the work and if within 14 days after service of the notice of intention to carry out the work the adjoining owner did not give his consent, he would then be deemed to have dissented from agreeing to the work and a difference or dispute was deemed to arise between them. The matter was then to be referred to the arbitration of a mutually agreed arbitrator or to the arbitration of three arbitrators, one being appointed by each party and the third being appointed by the two arbitrators. When the arbitrators had made their award the building owner was then entitled, with workmen, to enter on the premises of the adjoining owner for the purpose of carrying out the work approved by the award of the arbitrators and anyone who obstructed the workmen in those circumstances would be guilty of a criminal offence. Even 120 years ago, alternative dispute resolution was obviously to the fore.

There were elaborate rules for the apportionment between the building owner and the adjoining owner of the expenses of doing the actual work, the guiding principle being that the building owner and the adjoining owner were liable “*in due proportion, regard being had to be use that each owner makes of such structure*”, a wonderfully imprecise definition which was again the source of many disputes and the source of much work for the impoverished members of the legal profession and more work for those involved in ADR.

## **The Background To The 2009 Act.**

The 2009 Act implements the Law Reform Commission's recommendation<sup>xiv</sup> that the long forgotten provisions of the Boundaries Act 1721 Act should be replaced by a more modern system of statutory regulation. To a certain extent, the Law Reform Commission had envisaged that any new scheme would extend the provisions of legislation along the lines of the 1890 Act to the entire State, but in fact, the 2009 Act has a broader purpose. It not only deals with disputes relating to “works” to “party structures” in the strict sense but also with “works” to structures which are not party structures but are so built or placed that it would be difficult, if not actually impossible, to carry on the works without the co-operation of the neighbouring landowner. The typical example that would be cited is that of a building which is built so close to the boundary line with the neighbouring property that the only way that works can be carried out to parts of the building is by access from the neighbouring property.

The Law Reform Commission was envisaging and consequently recommended a statutory scheme which would cover the matters now dealt with in England by the Access to Neighbouring Land Act 1992 and the Party Walls, etc. Act 1996 previously mentioned. However, these acts did give rise to some difficulties of interpretation and were perceived as overlapping in an unsatisfactory way.<sup>xv</sup> (Even more work for the impoverished lawyers).

The 2009 Act also provides for a court regulated dispute resolution mechanism to resolve any disputes differences which might arise from an uncooperative or a recalcitrant neighbour and an application may be made to the District Court for a “works order”, but there are various protections for the neighbour against abuse by a more domineering landowner. We will look at these shortly.

## **Key Definitions in the 2009 Act.**

The Act, by section 44, confers on the “owner” of a “building” or “unbuilt-on land” certain statutory rights, provided certain conditions are satisfied, to carry out “works” to a “party structure”, for certain specified purposes. Accordingly, definitions are important to a full and clear understanding of the provisions of the Act..

### **Definitions: “adjoining”**

“Adjoining” is defined<sup>xvi</sup> as including “adjacent”. The point about this is that adjoining means, literally, joined onto, as in the case of a semi-detached building with different owners owning the two parts. Chapter 3 of the Act deals with disputes not only over a party wall separating the two halves of such a building but also any other buildings or other structures which are not so joined onto a neighbouring building or land but are so close to the neighbouring building or land that works can be carried out only by access from the neighbouring building or land.

**Definitions: “owner”**

“Adjoining owner” is defined<sup>xvii</sup> as meaning “the owner of any estate or interest in a building or unbuilt-on land adjoining that of the building owner”.

“Building owner” is defined<sup>xviii</sup> as meaning the owner for the time being of any estate or interest in a building or “unbuilt-on land”<sup>xix</sup> who wishes to carry out works to a party structure;

These definitions would be wide enough to include both freeholders and leaseholders, but it does not appear as if it would include anybody holding under a licence since this is in the nature of a personal right which would not “run” with the property and pass on from one owner to another and would not compass or comprise any estate or interest in property. As the definition of ownership would include any estate or interest, one could readily imagine a situation where you would find a leaseholder who would have a claim against the adjoining freehold land retained by his or her landlord, or as against another tenant in a multi-let building. It would therefore apply to say and apartment block or an office building, with different owners of the different units, some being owner occupiers and some being lessees.

**Definitions: “party structure”**

“party structure”<sup>xx</sup> is defined<sup>xxi</sup> to mean:

*“any arch, ceiling, ditch, fence, floor, hedge, partition, shrub, tree, wall or other structure which horizontally, vertically or in any other way—*

*(a) divides adjoining and separately owned buildings, or*

*(b) is situated at or on or so close to the boundary line between adjoining and separately owned buildings or between such buildings and unbuilt-on lands that it is impossible or not reasonably practical to carry out works to the structure without access to the adjoining building or unbuilt-on land,*

*and includes any such structure which is—*

*(i) situated entirely in or on one of the adjoining buildings or unbuilt-on lands, or*

*(ii) straddles the boundary line between adjoining buildings or between such buildings and unbuilt-on lands and is either co-owned by their respective owners or subject to some division of ownership between them.”*

The definition includes not only party walls in the commonly understood sense, but also other structures such as arches, ceilings, floors and partitions but also extends to and includes some which are not parts of buildings at all, (such as ditches, fences, hedges, shrubs, trees), but which would nevertheless could

divide adjoining lands from each other. Its aim, clearly, is to encompass anything which might be found between two adjoining properties.

It is important to note that the list of structures is not definitive and any structure which would satisfy the other conditions could be recognised by a court as coming within the scope of the definition. Essentially, the definition seeks to encompass any structure or any thing which it might be desirable to or necessary to maintain or repair. These activities could include a range of building and repair works, but it can also include maintenance work in respect of hedges, trees, shrubs and ditches.

The definition would also include structures which are located wholly on one or other of the parties' lands, but which reasonably requires access to the adjoining land for upkeep and repair. Furthermore, it does not matter if the structure is co-owned by the adjoining landowners, or if there is any physical division of the structure in terms of ownership, once the conditions of the definition are satisfied.

**Definitions:** "works" is defined<sup>xxii</sup> to include

*"(a) carrying out works of adjustment, alteration, cutting into or away, decoration, demolition, improvement, lowering, maintenance, raising, renewal, repair, replacement, strengthening or taking down,*

*(b) cutting, treating or replacing any hedge, tree or shrub,*

*(c) clearing or filling in ditches,*

*(d) ascertaining the course of cables, drains, pipes, sewers, wires or other conduits and clearing, renewing, repairing or replacing them,*

*(e) carrying out inspections, drawing up plans and performing other tasks requisite for, incidental to or consequential on any works falling within paragraphs (a) to (d)."*

Again we see a very broad definition. The matters as listed above are included but obviously this implies that the list is not exhaustive with the result that the courts would be freed to determine that other works might also be included in the definition. Significantly, carrying out inspections and drawing up plans or performing other tasks is included, and this could be important in the context, for example, of local authority works in relation to derelict sites.

In most cases the dispute will concern the actual works to be carried out on the building, but the definition can encompass works such as new building work on what is still unbuilt-on land.

### **The Rights of the Building Owner.**

Section 44 of the Act confers a new statutory right upon landowners to carry out works on a party structure if a number of preconditions are met. The building owner is entitled to carry out the works for the following purposes:

*“(a) compliance with any statutory provision or any notice or order under such a provision, or*

*(b) carrying out development which is exempted development or development for which planning permission has been obtained or compliance with any condition attached to such permission, or”*

This, for example, could include the requirement to carry out works under the Derelict Sites Act 1990, Building Control Act 1990, the Fire Services Act 1981, or environmental protection legislation, as well as the more usual example of a development on foot of permission granted under the Planning and Development Acts. In such a case, it is highly likely that the adjoining landowner would have availed of the opportunity to make representations at an earlier stage in relation to the proposed works.

*“(c) preservation of the party structure or of any building or unbuilt-on land of which it forms a part, or”*

Another reason justifying such works would be the preservation of the party structure itself, or any building or land which would be dependent for its preservation on the party structure being maintained. For example, one could imagine a scenario where one had a tree close to the boundary line which was threatening to fall on the building on neighbouring land, this qualifying under the definition.

*“(d) carrying out any other works which—*

*(i) will not cause substantial damage or inconvenience to the adjoining owner, or*

*(ii) if they may or will cause such damage or inconvenience, it is nevertheless reasonable to carry them out”.*

This envisages the carrying of works of a minor nature which would not cause any significant damage or disruption to the neighbouring landowner. In the event of a dispute being referred to the District Court under section 45 it would then be up to the Judge to determine if it was reasonable to allow the works to be carried out. The Judge of the District Court would be given a very wide discretion to exonerate a neighbouring landowner from what in the normal course would be a trespass claim against him or her.

## **The Obligations of the Building Owner.**

If landowner exercises any of the rights mentioned above then they must:

*(a) make good all damage caused to the adjoining owner as a consequence of the works, or reimburse the adjoining owner the reasonable costs and expenses of such making good, and”*

It is the right of the building owner to decide what option they would go for, i.e. make good the damage or reimburse the adjoining owner, but if the adjoining owner refuses to cooperate, then the matter may have to be referred to the District Court, which in making a works order, can lay down various terms and conditions, which we will examine later.

“(b) pay to the adjoining owner—

- (i) the reasonable costs of obtaining professional advice with regard to the likely consequences of the works, **and** (emphasis added)
- (ii) reasonable compensation for any inconvenience caused by the works”.

It is important to note both subparagraphs must be complied with. Also, subparagraph (i) is an important protection for an adjoining landowner since it will often only be after obtaining professional advice that a decision can be made, on an informed basis, as to whether to agree to or oppose the proposed works. The “professional advice” is not limited to technical advice from architects, engineers, (draughtsmen or draughtswomen), surveyors, builders or other technical advisors, but could also extend to other professionals such as auctioneers, valuers and (thankfully) members of the legal profession.

The requirement to pay reasonable compensation for any inconvenience, could for example, cover disruption to an adjoining owners business conducted on the land, or even the quiet and peaceful possession of the land.

### **Apportionment of costs.**

The building owner can claim contribution from the adjoining owner in respect of the cost of repair and reduce the amount of any compensation payable to the adjoining landowner to reflect the benefit he or she will gain in the enjoyment of his property by virtue of the works being carried out.<sup>xxiii</sup> This may be claimed as a contribution to or as a deduction from the reimbursement of the costs or expenses of making good any damage.<sup>xxiv</sup> This recognises the fact that both the building owner and the adjoining owner may ultimately enjoy and share the benefits of the altered or new party structure which may result from the works being carried out and that it would therefore be fair to make accounting adjustments to payments which the building owner would always have to make.<sup>xxv</sup> The adjustments should reflect the use or the enjoyment of the party structure which the parties had in the past and would continue to have following the execution of the works.

### **The Right to Make a Court Application.**

If a building owner fails within a reasonable time to make good damage,<sup>xxvi</sup> the adjoining owner may apply<sup>xxvii</sup> to the court for an order requiring the damage to be made good and on such application the court may make such order as it thinks fit, to reimburse costs and expenses<sup>xxviii</sup> under *section 44(2)(a)* or to pay reasonable costs or compensation under *section 44(2)(b)*, and the adjoining owner may recover such costs, expenses or compensation as a simple contract debt in any court of competent jurisdiction.<sup>xxix</sup> If a building owner fails within a reasonable time to meet a claim to a contribution under *section 44(3)(a)*, the building owner may recover such contribution as a simple contract debt in a court of competent jurisdiction. The procedure would involve issuing summary jurisdiction proceedings in the appropriate court, and in the event that no defence is entered, judgement may be obtained by the simple filing of certain documentation in the relevant court office.

## Works orders.

Section 45 provides that the building owner who is in dispute with an adjoining owner with respect to the exercise of rights under section 44 may apply<sup>xxx</sup> to the District Court for an order authorising the carrying out of specified works, the resulting order of the court being referred to as a “works order”. Only the building owner may apply.

The adjoining owner may simply refuse to cooperate, in which case the building owner is the one who has to force the issue. Prior to making such an application the building owner must serve a copy of the notice of application<sup>xxxi</sup> on the adjoining owner. The relevant rules and forms can be found in the District Court (Land and Conveyancing Law Reform Act 2009) Rules 2010, SI 162 of 2010.

## Terms and Conditions That May Be Attached to Works Order.

In determining whether to make works orders and, if one is to be made, what terms and conditions should be attached to the works order, the court **must** have regard to section 44 and **may** take into account any of the circumstances which it considers relevant. There is a statutory obligation to have regard to section 44 and the judge cannot exercise his or her discretion without considering the matters covered by that section. In relation to the matters which the court considers relevant, and may take into account, this is a matter left to the discretion of the judge and it is a matter for the individual judge to decide what he or she considers to be relevant. As with any discretion, the exercise of the discretion must be reasonable.

In considering the terms and conditions to be imposed on the making of a works order, and without prejudice to the generality of the provisions of section 46(1) it is specifically provided that the court could for example, authorise the building owner, and that owner’s agents, employees or servants, to enter on an adjoining owner’s building or unbuilt-on land for any purpose connected with the works<sup>xxxii</sup> or require the building owner to indemnify or give security to the adjoining owner for damage, costs and expenses caused by or arising from the works or likely to be so caused or to arise.<sup>xxxiii</sup>

It is also specifically provided<sup>xxxiv</sup> that a works order cannot authorise any “permanent interference” with or the loss of any easement of light or other easement,<sup>xxxv</sup> or any other right<sup>xxxvi</sup> relating to a party structure.

## Discharge or Modification of Works Orders.

Any person affected by a works order may apply<sup>xxxvii</sup> to the court<sup>xxxviii</sup> and the court may discharge and modify the order, on such terms and conditions as it thinks fit. The draft Bill which is appended to the Law Reform Commission Report included a provision for the registration of works orders, but the 2009 Act does not contain such a provision as the view was taken subsequently that this was neither necessary nor appropriate in respect of what would normally be temporary works carried out on the land, with the result that the relevance of a works order would have a very limited lifespan.

The fact that any person affected by works orders may apply for its discharge or modification means that, for example, other occupants of the tenanted building or its landlord or even its management company

could apply. Again, the application must be preceded by service of a copy of the notice of application on the building owner and every adjoining owner.<sup>xxxix</sup> Such an application might arise, for example, where the building owner is in delay in acting upon the works order granted by the court or has failed to complete the specified works and the adjoining owner now wishes to do so. The court may fix such terms and conditions as it sees fit in such circumstances.

- <sup>i</sup> See *Studia Celtica*, Volume VII, 1972, Oxford University Press, England.
- <sup>ii</sup> See the discussion in *Kempston -v- Butler*, (1861) 12 ICLR 516, especially at 526 (per Christian J.). As to the meaning of the “party gutter” see *Miley -v- Hutchinson*, [1940] Ir. Jur. Rep. 37.
- <sup>iii</sup> See the Survey of the Land Law of Northern Ireland, (HMSO,1971), Para 154.
- <sup>iv</sup> *Hanley -v- Shannon*, (1834) Hay & Jon 645.
- <sup>v</sup> *Matts -v- Hawkins*, (1813) 5 Taunt 20.
- <sup>vi</sup> *Hanley -v- Shannon*, (1834) Hay & Jon 645, *Toole -v- Macken*, (1855) 7 Ir. Jur. (os) 385.
- <sup>vii</sup> In England the matter is now governed to a large extent by legislation namely the Law of Property Act 1925, section 38 and the First Schedule, Part V, para one. Note also The Access to Neighbouring Land Act 1992, and Party Walls, Etc. Act 1996. In England, rights in relation to party structures were from many years governed in inner London by a succession of local acts, that is, the London Building Acts: see the standard bank of British south America -v- Stokes, (1878) 9 Ch.D.69; *Knight -v- Purcell*, (1879) 11 Ch.D. 412; *Louis -v- Sadiq*, (1997) 16 EG 126; *Observatory Hill limited -v- Central investments SA*, (1997) 18 EG 26. This scheme was extended, with some modifications, by the 1996 Act.
- <sup>viii</sup> *Hutchinson -v- Mains*, (1832) Alc & Nap 155; *Barry -v- Dowling* (1968) (Kenny J).
- <sup>ix</sup> *Kempston -v- Butler*, (1861) 12 ICLR 516 at 526 (per Christian J.)
- <sup>x</sup> *Jones -v- Read*, (1876) IR 10 CL 315.
- <sup>xi</sup> *Stedman -v- Smith*, (1858) 8 El & Bl 1.
- <sup>xii</sup> Boundaries Act 1721, 8 Geo, c.5 (Ir), repealed by the land and Conveyancing Law Reform Act 2009, Schedule 2, part 1.
- <sup>xiii</sup> Boundaries Act 1721, 8 Geo, c.5 (Ir), ss 1 & 8.
- <sup>xiv</sup> See the consultation paper, “Reform and Modernisation of Land Law and Conveyancing Law”, (LRC CP 34-2004), paras 6.23-6.26.
- <sup>xv</sup> See Megarry and Wade, *The Law of Real Property*, 7<sup>th</sup> Edition, Sweet and Maxwell, 2008, paragraphs 30. 035 – 30.045.
- <sup>xvi</sup> By section 43.
- <sup>xvii</sup> By section 43.
- <sup>xviii</sup> By section 43.
- <sup>xix</sup> There is no definition of the phrase in Section 43, but its meaning is self-evident.
- <sup>xx</sup> The definition adapts the provisions in the repealed Boundaries Act (Ireland) 1721, (see especially the items referred to in section 1 of that Act) and the definition of “party structure” in section 6 of the Dublin Corporation Act 1890.
- <sup>xxi</sup> By section 43.
- <sup>xxii</sup> By section 43.
- <sup>xxiii</sup> See section 44(3).
- <sup>xxiv</sup> See section 44(2)(a).
- <sup>xxv</sup> Under section 44(2).
- <sup>xxvi</sup> As required under section 44(2)(a).
- <sup>xxvii</sup> Pursuant to section 44(4)(a)(i).
- <sup>xxviii</sup> Pursuant to section 44(4)(a)(ii).
- <sup>xxix</sup> The choice of the court would depend on the monetary amount involved, the District Court having jurisdiction up to a limit of €6,350, the Circuit Court having jurisdiction to €38,000, and the High Court having unlimited jurisdiction.
- <sup>xxx</sup> Pursuant to section 45(1).
- <sup>xxxi</sup> The prescribed form is Form 93A2. See the District Court Rules, 1997, Order 93A.2(2) and see Schedule 1 of the 2010 Rules: The District Court (Land and Conveyancing Law Reform Act 2009) Rules 2010, SI 162 of 2010.
- <sup>xxxii</sup> See section 46(2)(a).
- <sup>xxxiii</sup> See section 46(2)(b).
- <sup>xxxiv</sup> See section 46(3).
- <sup>xxxv</sup> Such as a right of support.
- <sup>xxxvi</sup> For example, wayleaves similar to easements to run pipes, wires and cables through the party structure.
- <sup>xxxvii</sup> Pursuant to section 47.
- <sup>xxxviii</sup> This is specified to be the District Court.
- <sup>xxxix</sup> The prescribed form is Form 93A3. See the District Court Rules, 1997, Order 93A.2(3) and see Schedule 1 of the 2010 Rules: The District Court (Land and Conveyancing Law Reform Act 2009) Rules 2010, SI 162 of 2010.