



Agricultural Holdings Act 1986

1986 CHAPTER 5

PART II

PROVISIONS AFFECTING TENANCY DURING ITS CONTINUANCE

Cultivation of land and disposal of produce

14 Variation of terms of tenancies as to permanent pasture

- (1) This section applies where a contract for a tenancy of an agricultural holding provides for the maintenance of specified land, or a specified proportion of the holding, as permanent pasture.
- (2) Where this section applies, the landlord or tenant may, by notice in writing served on the other, demand a reference to arbitration under this Act of the question whether it is expedient in order to secure the full and efficient farming of the holding that the area of land required to be maintained as permanent pasture should be reduced.
- (3) On a reference under subsection (2) above the arbitrator may by his award direct that the provisions of the contract of tenancy as to land which is to be maintained as permanent pasture or is to be treated as arable land and as to cropping shall have effect subject to such modifications as may be specified in the direction.
- (4) If, on a reference under subsection (2) above, the arbitrator gives a direction reducing the area of land which under the contract of tenancy is to be maintained as permanent pasture, he may order that the contract of tenancy shall have effect as if it provided that on quitting the holding on the termination of the tenancy the tenant should leave—
 - (a) as permanent pasture, or
 - (b) as temporary pasture sown with seeds mixture of such kind as may be specified in the order,

such area of land (in addition to the area of land required by the contract of tenancy, as modified by the direction, to be maintained as permanent pasture) as may be so specified.

Status: This is the original version (as it was originally enacted).

- (5) The area of land specified in an order made under subsection (4) above shall not exceed the area by which the land required by the contract of tenancy to be maintained as permanent pasture has been reduced by virtue of the direction.

15 Disposal of produce and cropping

- (1) Subject to the provisions of this section and to section 82 below, the tenant of an agricultural holding shall (notwithstanding any custom of the country or the provisions of the contract of tenancy or of any agreement respecting the disposal of crops or the method of cropping of arable land) have, without incurring any penalty, forfeiture or liability, the following rights, namely—
- (a) to dispose of the produce of the holding, other than manure produced on the holding, and
 - (b) to practise any system of cropping of the arable land on the holding.
- (2) Subsection (1) above shall not apply—
- (a) in the case of a tenancy from year to year, as respects the year before the tenant quits the holding or any period after he has given or received notice to quit which results in his quitting the holding, or
 - (b) in the case of any other tenancy, as respects the year before its termination.
- (3) Subject to any agreement in writing to the contrary, the tenant of an agricultural holding shall not at any time after he has given or received notice to quit the holding sell or remove from the holding any manure or compost or any hay or straw or roots grown in the last year of the tenancy unless the landlord's written consent has been obtained before the sale or removal.
- (4) Before, or as soon as possible after, exercising his rights under subsection (1) above, a tenant shall make suitable and adequate provision—
- (a) in the case of an exercise of the right to dispose of produce, to return to the holding the full equivalent manorial value of all crops sold off or removed from the holding in contravention of the custom, contract or agreement, and
 - (b) in the case of an exercise of the right to practise any system of cropping, to protect the holding from injury or deterioration.
- (5) If the tenant of an agricultural holding exercises his rights under subsection (1) above in such manner as to, or to be likely to, injure or deteriorate the holding, the landlord shall have the following remedies, but no other, namely—
- (a) the right to obtain, if the case so requires, an injunction to restrain the exercise of those rights in that manner, and
 - (b) the right in any case, on the tenant's quitting the holding on the termination of the tenancy, to recover damages for any injury to or deterioration of the holding attributable to the exercise by the tenant of those rights.
- (6) For the purposes of any proceedings for an injunction brought under paragraph (a) of subsection (5) above, the question whether the tenant is exercising, or has exercised, his rights under subsection (1) above in such a manner as to, or to be likely to, injure or deteriorate his holding shall be determined by arbitration under this Act; and the award of the arbitrator shall, for the purposes of any proceedings brought under subsection (5) (including an arbitration under paragraph (b)) be conclusive proof of the facts stated in the award.
- (7) In this section—

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" arable land " does not include land in grass which, by the terms of a contract of tenancy, is to be retained in the same Condition throughout the tenancy; and

" roots " means the produce of any root crop of a kind normally grown for consumption on the holding.