



# Agricultural Holdings (Scotland) Act 1991

## 1991 CHAPTER 55

### PART II

#### TERMS OF LEASES AND VARIATIONS THEREOF

#### **7 Freedom of cropping and disposal of produce**

- (1) Subject to subsections (2) and (5) below, the tenant of an agricultural holding shall, notwithstanding any custom of the country or the provisions of any lease or of any agreement respecting the disposal of crops or the method of cropping of arable lands, have full right, without incurring any penalty, forfeiture or liability,—
  - (a) to dispose of the produce of the holding, other than manure produced thereon;
  - (b) to practise any system of cropping of the arable land on the holding.
- (2) Subsection (1) above shall not have effect unless, before exercising his rights thereunder or as soon as is practicable after exercising them, the tenant makes suitable and adequate provision—
  - (a) in the case of an exercise of the right to dispose of crops, to return to the holding the full equivalent manorial value to the holding of all crops sold off or removed from the holding in contravention of any such custom, lease 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.
- (3) If the tenant of an agricultural holding exercises his rights under subsection (1) above so as to injure or deteriorate, or to be likely to injure or deteriorate, the holding, the landlord shall have the following remedies, but no other—
  - (a) should the case so require, he shall be entitled to obtain an interdict restraining the exercise of the tenant's rights under that subsection in that manner;
  - (b) in any case, on the tenant quitting the holding on the termination of the tenancy the landlord shall be entitled to recover damages for any injury to or deterioration of the holding attributable to the exercise by the tenant of his rights under that subsection.

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*Status: This is the original version (as it was originally enacted).*

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- (4) For the purposes of any proceedings for an interdict brought under subsection (3)(a) above, the question whether a tenant is exercising, or has exercised, his rights under subsection (1) above in such a manner as to injure or deteriorate, or to be likely to injure or deteriorate the holding, shall be determined by arbitration; and a certificate of the arbiter as to his determination of any such question shall, for the purposes of any proceedings (including an arbitration) brought under this section, be conclusive proof of the facts stated in the certificate.
- (5) 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 received notice to quit or given notice of intention to quit which results in his quitting the holding; or
  - (b) in any other case, as respects the year before the expiry of the lease.
- (6)
- (a) In this section “arable land” does not include land in grass which, by the terms of a lease, is to be retained in the same condition throughout the tenancy;
  - (b) the reference in paragraph (a) above to the terms of a lease shall, where the Secretary of State has directed under section 9 of the 1949 Act or an arbiter has directed under that section or under section 9 of this Act that the lease shall have effect subject to modifications, be construed as a reference to the terms of the lease as so modified.