



Agricultural Holdings (Scotland) Act 1949

1949 CHAPTER 75

Provisions as to leases

4 Provisions for securing written leases and for the revision of certain leases

- (1) Where in respect of the tenancy of an agricultural holding—
 - (a) there is not in force a lease in writing embodying the terms of the tenancy, or
 - (b) there is in force such a lease, being either—
 - (i) a lease entered into on or after the first day of November, nineteen hundred and forty-eight, or
 - (ii) a lease entered into before that date, the stipulated period of which has expired and which is being continued in force by tacit relocation, and such lease contains no provision for one or more of the matters specified in the Fifth Schedule to this Act or contains a provision inconsistent with that Schedule or with the next following section, the landlord or the tenant may give notice in writing to his tenant or his landlord requesting him to enter into such a lease containing provision for all of the said matters or a provision not inconsistent with the said Schedule or the said section, as the case may be; and if within the period of six months after the giving of such notice no such lease has been concluded, the terms of the tenancy shall be referred to arbitration.
- (2) On any such reference the arbiter shall by his award specify the terms of the existing tenancy, and, in so far as those terms make no provision for all the matters specified in the Fifth Schedule to this Act or make provision inconsistent with that Schedule or with the next following section, make such provision for those matters as appears to the arbiter to be reasonable.
- (3) On any such reference the arbiter may include in his award any further provisions not inconsistent with the provisions of this Act relating to the tenancy which may be agreed between the landlord and the tenant.