



Agricultural Holdings (Scotland) Act 1949

1949 CHAPTER 75

Special provisions affecting market gardens as regards compensation and fixtures

65 Effect of agreement to let or treat an agricultural holding as a market garden

- (1) In the case of an agricultural holding in respect of which it is agreed by an agreement in writing made on or after the first day of January, eighteen hundred and ninety-eight, that the holding shall be let or treated as a market garden—
 - (a) the provisions of this Act shall apply as if improvements of a kind specified in the Fourth Schedule thereto begun before the thirty-first day of July, nineteen hundred and thirty-one, were included among the improvements specified in Part III of the Second Schedule thereto, as if improvements of such a kind begun on or after that day and before the first day of November, nineteen hundred and forty-eight, were included among the improvements specified in Part III of the Third Schedule thereto, and as if improvements of such a kind begun on or after the said first day of November were included among the improvements specified in Part III of the First Schedule thereto ;
 - (b) section fourteen of this Act shall extend to every fixture or building affixed or erected by the tenant to or upon the holding or acquired by him since the thirty-first day of December, nineteen hundred, for the purposes of his trade or business as a market gardener;
 - (c) it shall be lawful for the tenant to remove all fruit trees and fruit bushes planted by him on the holding and not permanently set out, but if the tenant does not remove such fruit trees and fruit bushes before the termination of his tenancy they shall remain the property of the landlord and the tenant shall not be entitled to any compensation in respect thereof; and
 - (d) the right of an incoming tenant to claim compensation in respect of the whole or part of an improvement which he has purchased may be exercised although the landlord has not consented in writing to the purchase.
- (2) Where under a lease current on the first day of January, eighteen hundred and ninety-eight, an agricultural holding was at that date in use or cultivation as a market garden with the knowledge of the landlord, and the tenant thereof had then carried out thereon, without having received previously to the carrying out thereof a written notice of

Status: This is the original version (as it was originally enacted).

dissent from the landlord, an improvement of the kind specified in the Fourth Schedule to this Act (other than one consisting of such an alteration of a building as did not constitute an enlargement thereof) the provisions of this section shall apply in respect of the holding as if it had been agreed in writing after that date that the holding should be let or treated as a market garden, so however that the improvements in respect of which compensation is payable under those provisions as so applied shall include improvements carried out before as well as improvements carried out after that date:

Provided that where such tenancy was a tenancy from year to year, the compensation payable in respect of such an improvement as aforesaid shall be such (if any) as could have been claimed if this Act had not passed.

- (3) Where the land to which such agreement relates or so used and cultivated, consists of part of an agricultural holding only, this section shall apply as if that part were a separate holding.
- (4) Nothing in this section shall confer a right to compensation for the alteration of a building (not being an alteration constituting an enlargement of the building) where the alteration was begun before the first day of November, nineteen hundred and forty-eight.