(10.) Planting of hops.
(11.) Planting of orchards or fruit bushes.
(12.) Reclaiming of waste land.
(13.) Warping of land.
(14.) Embankment and sluices against floods.

PART II.

IMPROVEMENT IN RESPECT OF WHICH NOTICE TO LANDLORD IS REQUIRED.

(15.) Drainage.

PART III.

IMPROVEMENTS TO WHICH CONSENT OF LANDLORD IS NOT REQUIRED.

(16.) Boning of land with undissolved bones.
(17.) Chalking of land.
(18.) Clay-burning.
(19.) Claying of land.
(20.) Liming of land.
(21.) Marling of land.
(22.) Application to land of purchased artificial or other purchased manure.
(23.) Consumption on the holding by cattle, sheep, or pigs of cake or other feeding stuff not produced on the holding.

SECOND SCHEDULE.

Section 49.

Levying distress. Three per centum on any sum exceeding 20*l.* and not exceeding 50*l.* Two and a half per centum on any sum exceeding 50*l.*

To bailiff for levy, 1*l.* 1*s.*

To man in possession, if boarded, 3*s.* 6*d.* per day; if not boarded, 5*s.* per day.

For advertisements the sum actually paid.

To auctioneer. For sale five pounds per centum on the sum realised not exceeding 100*l.*, and four per centum on any additional sum realised not exceeding 100*l.*, and on any sum exceeding 200*l.* three per centum. A fraction of 1*l.* to be in all cases considered 1*l.*

Reasonable costs and charges where distress is withdrawn or where no sale takes place, and for negotiations between landlord and tenant respecting the distress; such costs and charges in case the parties differ to be taxed by the registrar of the county court of the district in which the distress is made.

CHAPTER 62.

An Act for amending the Law relating to Agricultural Holdings in Scotland. [25th August 1883.]

BE it enacted by the Queen's most Excellent Majesty, by and with the advice and consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the authority of the same, as follows:

Compensation for Improvements.

General right of tenant to compensation.

1. Subject as in this Act mentioned, a tenant who has made on his holding any improvement specified in the schedule hereto, shall, from and after the commencement of this Act, be entitled on

quitting his holding at the determination of a tenancy to obtain from the landlord as compensation under this Act for such improvement such sum as fairly represents the value of the improvement to an incoming tenant: Provided always, that in estimating the value of any improvement in the schedule hereto there shall not be taken into account as part of the improvement made by the tenant what is justly due to the inherent capabilities of the soil.

As to Improvements executed before the Commencement of Act.

Restriction as to improvements before Act.

2. Compensation under this Act shall not be payable in respect of improvements executed before the commencement of this Act, with these exceptions, namely,—

(1.) Where a tenant has within ten years before the commencement of this Act executed an improvement specified in the third part of the schedule hereto which he was not under an express obligation to make, and he is not entitled under any contract or custom to compensation in respect of such improvement; or

(2.) Where a tenant has executed an improvement mentioned in the first or second part of this schedule within ten years previous to the commencement of this Act, and he is not entitled under any contract or custom to compensation in respect of such improvement, and the landlord, within one year after the commencement of this Act, declares in writing his consent to the making of the improvement.

In either of these cases the tenant, on quitting his holding at the determination of the tenancy after the commencement of this Act, may claim compensation under this Act in respect of the improvement which he has executed in the same manner as if this Act had been in force at the time of the execution of such improvement.

As to Improvements executed after the Commencement of Act.

Consent of landlord as to improvements in first part of schedule.

3. Compensation under this Act shall not be payable in respect of any improvement specified in the first part of the schedule hereto, and executed after the commencement of this Act, unless the landlord, or his agent duly authorised on that behalf, has previously to the execution of the improvement, and after the passing of this Act, consented in writing to the execution of such improvement, and any such consent may be given by the landlord unconditionally, or upon such terms as to compensation, or otherwise, as may be agreed upon between the landlord and the tenant, and in the event of any agreement being made between the landlord and the tenant, the compensation payable thereunder shall be deemed to be substituted for compensation under this Act.

Notice to landlord as to improvements in second part of schedule.

4. Compensation under this Act shall not be payable in respect of any improvement specified in the second part of the schedule hereto, and executed after the commencement of this Act, unless the tenant has, not more than three months and not less than two months before beginning to execute such improvement, given to the landlord, or his duly authorised agent, notice in writing of his intention so to do, and of the manner in which he proposes to do the intended work, and upon such notice being given, the landlord

and tenant may agree on the terms as to compensation or otherwise on which the improvement is to be executed, and in the event of an agreement being made, that the improvement is to be executed by the tenant, the compensation payable thereunder shall be deemed to be substituted for compensation under this Act, or the landlord may undertake to execute the improvement himself, and unless the notice is previously withdrawn, proceed to do so in any reasonable and proper manner which he thinks fit, and charge the tenant with a sum not exceeding five pounds per centum per annum on the outlay incurred in executing the improvement, or not exceeding such annual sum, payable for a period of twenty-five years, as will repay such outlay in the said period, with interest at the rate of three per centum per annum, such annual sums to be recoverable as rent. In default of any such agreement or undertaking, and also in the event of the landlord failing to comply with his undertaking within a reasonable time, the tenant may execute the improvement himself, and shall, in respect thereof, be entitled to compensation under this Act.

Where in the case of a tenancy under a lease current at the passing of this Act there is in such lease, or in any relative writing made prior to the passing hereof, an express stipulation limiting the outlay on any improvement specified in the second part of the schedule hereto, the tenant shall have no claim to compensation under this Act for any such improvement in excess of the sum provided for in such stipulation.

The landlord and tenant may, if they think fit, dispense with any notice under this section, and come to an agreement in terms of the lease or otherwise between themselves in the same manner and of the same validity as if such notice had been given.

Reservation as to existing and future leases.

5. Where, in the case of a tenancy under a lease current at the commencement of this Act, any agreement in writing or custom provides specific compensation for any improvement specified in the schedule hereto, compensation in respect of such improvement, although executed after the commencement of this Act, shall be payable in pursuance of such agreement or custom, and shall be deemed to be substituted for compensation under this Act.

Where, in the case of a tenancy under a lease beginning after the commencement of this Act, any particular agreement in writing secures to the tenant for any improvement specified in the third part of the schedule hereto, and executed after the commencement of this Act, fair and reasonable compensation, having regard to the circumstances existing at the time of making such agreement, then in such case the compensation in respect of such improvement shall be payable in pursuance of the particular agreement and not under this Act.

The last preceding provision of this section relating to a particular agreement shall apply in the case of a tenancy under a lease current at the commencement of this Act in respect of an improvement specified in the third part of the schedule hereto, specific compensation for which is not provided by any agreement in writing or custom.

Regulations as to Compensation for Improvements.

Compensation for improvements.

6. In the ascertainment of the amount of the compensation under this Act payable to the tenant in respect of any improvement there shall be taken into account in reduction thereof:

(*a.*) Any benefit which the landlord has given or allowed to the tenant in consideration of the tenant executing the improvement; and

(*b.*) In the case of compensation for manures the value of the manure that would have been produced by the consumption on the holding, according to the rules of good husbandry or according to the terms of any written contract specifying such rules, of any crops sold off or removed from the holding within the last two years of the tenancy or other less time for which the tenancy has endured, except in so far as a proper return of manure to the holding has been made in respect of such produce so sold off or removed.

The amount of compensation payable to the tenant shall be subject to deduction of any sums due to the landlord:

(1.) For rent payable in respect of the holding;

(2.) For any taxes, rates, or public burdens, or interest, moneys payable in respect of drainage, premiums of insurance payable in respect of the holding for which the tenant is liable as between him and the landlord;

(3.) For the breach of any stipulation of the lease, or of any contract relative to the lease, committed by the tenant;

(4.) For any deterioration committed or permitted by the tenant;

There shall be added to the tenant's compensation any sum due to the tenant for compensation in respect of a breach of any stipulation of a lease, or other contract relative to a lease, committed by the landlord.

Nothing in this section shall enable a landlord to obtain under this Act compensation in respect of deterioration by the tenant or of breach of any stipulation by the tenant committed or permitted in relation to cultivation or management more than four years before the determination of the tenancy.

Procedure.

Notice of intended claim.

7. Notwithstanding anything in this Act, a tenant shall not be entitled to compensation under this Act unless four months at least before the determination of the tenancy he gives notice in writing to the landlord of his intention to make a claim for compensation under this Act.

Where a tenant gives such a notice the landlord may, before the determination of the tenancy, or within fourteen days thereafter, give a counter-notice in writing to the tenant of his intention to make a claim for compensation under this Act.

Every such notice and counter-notice shall state, as far as reasonably may be, the particulars and amount of the intended claim.

Compensation agreed or settled by reference.

8. The landlord and the tenant may agree on the amount and mode and time of payment of compensation to be paid to the tenant or to the landlord under this Act.

If in any case they do not so agree the difference shall be settled by a reference.

Appointment of referee or referees and oversman.

9. Where there is a reference under this Act, a single referee, or two referees and an oversman, shall be appointed as follows:

(1.) If the parties concur, a single referee may be appointed by them jointly:

(2.) If before an award is pronounced the single referee dies or becomes incapable of acting, or for seven days after notice from the parties of his appointment he fails to accept the reference and to act, the proceedings shall begin afresh, as if no referee had been appointed:

(3.) If the parties do not concur in the appointment of a single referee, each of them shall appoint a referee:

(4.) If before an award is pronounced one of two referees dies or becomes incapable of acting, or for seven days after notice from the party appointing him of his appointment fails to accept the reference and to act, the party appointing him shall appoint another referee:

(5.) Notice of every appointment of a referee by either party shall be given to the other party:

(6.) If for seven days after notice by one party to the other to appoint a referee, or failing a referee appointed, another referee, the other party fails to do so, then, on the application of the party giving notice, the sheriff shall within fourteen days appoint a competent and impartial person to be a referee:

(7.) Where two referees are appointed they shall before they enter on the reference appoint an oversman:

(8.) If before an award is pronounced an oversman dies or becomes incapable of acting, the referees shall appoint another oversman:

(9.) If for seven days after request from either party the referees fail to appoint an oversman, or failing an oversman appointed, another oversman, then, on the application of either party, the sheriff shall within fourteen days appoint a competent and impartial person to be the oversman:

(10.) Every appointment, notice, and request under this section shall be in writing.

The powers of the sheriff under this section shall be exerciseable by him although he may not be at the time within the county.

Requisition for appointment of oversman by the sheriff.

10. Where two referees are appointed, an oversman may be appointed, as follows:

If either party on appointing a referee requires by notice in writing to the other that the oversman shall be appointed by the sheriff, then the oversman and any successor to him shall be appointed, on the application of either party, by the sheriff.

Mode of submission to reference.

11. The delivery to a referee of his appointment shall be deemed a submission to a reference by the party delivering it, and neither party shall have power to revoke a submission, or the appointment of a referee, without the consent of the other.

Power for referee, &c. to require production of documents, administer oaths, &c

12. The referee or referees or oversman may call for the production of any sample or voucher or other document or evidence which is in the possession or power of either party, or which either party can produce, and which seems to the referee or referees or oversman necessary for the determination of the matters referred,

and may take the examination of the parties and witnesses on oath, and may administer oaths and take affirmations; and if any person so sworn or affirming wilfully and corruptly gives false evidence he shall be guilty of perjury.

Power to proceed in absence.

13. The referee or referees or oversman may proceed in the absence of either party where this course appears to him or them expedient after notice given to the parties.

Form of award.

14. The award shall be in writing, signed by the referee or referees or oversman as the case may be.

Time for award of referee or referees.

15. A single referee shall pronounce his award and have the same ready for delivery within twenty-eight days after his appointment.

Two referees shall pronounce their award and have the same ready for delivery within twenty-eight days after the appointment of the last appointed of them, or within such extended time (if any) as they may from time to time jointly have fixed by writing under their hands, so that they have their award ready for delivery within a time not exceeding in the whole forty-nine days after the appointment of the last appointed of them.

Reference to and award by oversman.

16. Where two referees are appointed and act, if they fail to pronounce their award and have the same ready for delivery within the time aforesaid, then, on the expiration of that time, their powers as referees shall cease and determine, and thereupon the matters referred to them shall stand referred to the oversman.

The oversman shall pronounce his award and have the same ready for delivery within twenty-eight days after notice in writing given to him by either party or referee of the devolution of the reference to him, or within such extended time (if any) as the sheriff, on the application of the oversman, or of either party, may fix, so that the oversman pronounce his award and have the same ready for delivery within a time not exceeding in the whole forty-nine days after notice to him as aforesaid.

The powers of the sheriff under this section shall be exercise-able by him although he may not be at the time within the county.

In any case provided for by sections three, four, or five, if compensation is claimed under this Act, such compensation, as under any of those sections, is to be deemed to be substituted for compensation under this Act, if and so far as the same can consistently with the terms of the agreement, if any, be ascertained by the referees or the oversman, shall be awarded in respect of any improvements thereby provided for, and the award shall, when necessary, distinguish such improvements, and the amount awarded in respect thereof, and an award given under this section shall be subject to the appeal provided by this Act.

Award to give particulars.

17. The award shall not find due or decern for a sum generally for compensation, but shall, as far as reasonably may be, specify—

(*a.*) The several improvements, acts, and things in respect whereof compensation is awarded, and the several matters and things taken into account in reduction or augmentation of such compensation;

(*b.*) The time at which each of the improvements, acts, or things was executed, committed, permitted, or omitted;

(*c.*) The sum awarded in respect of each improvement, act, matter, or thing; and

(*d.*) Where the landlord desires to charge his estate with the amount of compensation found due to the tenant, the time at which, for the purposes of such charge, each improvement, act, or thing in respect of which compensation is awarded is to be deemed to be exhausted.

Expenses of reference.

18. The expenses of and connected with the reference, including the remuneration of the referee or referees and oversman, and other proper expenses, shall be borne and paid by either party in whole or by the parties in such proportions as to the referee or referees or oversman appears just, regard being had to the reasonableness or unreasonableness of the claims of the parties or either of them, and to the whole circumstances of the case.

The award may decern for the payment of the whole or any part of the expenses by either party to the other, and in that case the award shall specify the amount to be so paid.

The amount of the expenses shall be subject to taxation by the auditor of the sheriff court, on the application of either party, but that taxation shall be subject to review by the sheriff.

Day for payment.

19. The award shall fix a day, not sooner than one month after the delivery of the award, for the payment of the money awarded for compensation, expenses, or otherwise.

Appeal to sheriff.

20. Where the sum claimed for compensation exceeds one hundred pounds, either party may, within seven days after delivery of the award, appeal against it to the sheriff on all or any of the following grounds:

(1.) That the award is invalid;

(2.) That the award proceeds wholly or in part upon an improper application of, or upon the omission properly to apply, the special provisions of sections three, four, or five of this Act;

(3.) That compensation has been awarded for improvements, acts, or things, or for breaches of stipulations or agreements, or for committing or permitting deterioration, in respect of which the party claiming was not entitled to compensation;

(4.) That compensation has not been awarded for improvements, acts, or things, or for breaches of stipulations or agreements, or for committing or permitting deterioration in respect of which the party claiming was entitled to compensation;

and the sheriff shall hear and determine the appeal, and may, in his discretion, remit the case to be reheard as to the whole or any part thereof by the referee or referees or oversman, with such directions as he may think fit.

If no appeal is so brought the award shall be final.

The decision of the sheriff on appeal shall be final.

Recovery of compensation.

21. Where any money agreed or awarded or ordered on appeal to be paid for compensation, expenses, or otherwise, is not paid within one month after the time when it is agreed or awarded or ordered to be paid, it shall be competent to record the agreement or award in the books of the sheriff court, to the effect of enabling execution to pass thereon in common form as upon an extract registered bond or decree arbitral; and any order for payment made

by a sheriff on appeal shall be enforced in the same manner as a decree for payment made under his ordinary jurisdiction is enforced.

Appointment of guardian.

22. Where a landlord or a tenant is a pupil or minor, or is of unsound mind, not having a tutor, curator, or other guardian, the sheriff, on the application of any person interested, may appoint to him a tutor or curator for the purposes of this Act, and may recall the appointment of such tutor or curator and appoint another tutor or curator if and as occasion requires.

Expenses in sheriff courts.

23. The Court of Session may by act of sederunt from time to time prescribe a scale of expenses for such proceedings in the sheriff court, and such expenses shall be taxed by the auditor of the sheriff court.

Charge of Tenant's Compensation.

Power for landlord on paying compensation to obtain charge.

24. A landlord on paying to the tenant the amount due to him in respect of compensation under this Act, or in respect of compensation authorised by this Act to be substituted for compensation under this Act, or on his defraying himself the cost of improvements proposed to be executed by the tenant, shall be entitled to obtain from the sheriff authority to charge the holding, or the estate of which it forms part, in respect thereof.

The sheriff shall have power, on proof of the payment, and on being satisfied of the observance in good faith by the parties of the conditions imposed by this Act, to grant authority to the landlord to charge the holding, or the estate of which it forms part, by executing and registering in the register of sasines a bond and disposition in security over it for repayment of the amount paid, or any part thereof, with such interest, and by such instalments, as the sheriff may determine; or, if the landlord has only a leasehold interest in the holding, by executing and duly registering in the register of sasines an assignation of the lease in security and for repayment of the amount paid, or any part thereof, with such interest and by such instalments, as the sheriff may determine.

But, where the landlord obtaining the charge is not absolute owner of the holding for his own benefit, no instalment or interest shall by such bond and disposition in security or assignation be made payable after the time when the improvement in respect whereof compensation is paid will, where an award has been made, be taken to have been exhausted according to the declaration of the award, and in any other case after the time when any such improvement will in the judgment of the sheriff, after hearing such evidence (if any) as he thinks expedient, have become exhausted; and such bond and disposition in security or assignation shall specify the times at which the total amount charged and each instalment thereof shall be payable.

The instalments and interest shall be charged in favour of the landlord, his executors, administrators, and assignees.

Any charge under this section shall rank after all prior charges and burdens heritably secured upon the holding or estate.

Where a holding or estate is charged by the landlord under this section, such charge shall not be deemed to be a contravention of any prohibition against charging or burdening contained in the deed or instrument under which the holding or estate is held by the landlord.

The price of any entailed land sold under the provisions of the Entail Acts, where such price is entailed estate within the meaning of those Acts, may be applied by the landlord in respect of the remaining portion of the entailed estate, or in respect of any other estate belonging to him, and entailed upon the same series of heirs, in payment of any expenditure and costs incurred by him in pursuance of this Act for executing or paying compensation for any improvement mentioned in the first or second parts of the schedule hereto, or in discharge of any charge with which the estate is burdened in pursuance of this Act in respect of such improvement.

Advance made by a company.

25. Any company now or hereafter incorporated by Parliament, or incorporated under the Companies Acts, and having power to advance money for the improvement of land, or for the cultivation and farming of land, may make an advance of money upon a bond and disposition in security, or upon an assignation, as the case may be, executed by authority of the sheriff under the provisions of this Act, upon such terms and conditions as may be agreed upon between such company and the person entitled to such charge; and such company may assign any charge so acquired by them to any person or persons whomsoever.

Duration of charge.

26. The sum charged by the order of a sheriff under this Act shall be a charge on the holding or the estate of which it forms part for the landlord's interest therein, and for all interests therein subsequent to that of the landlord; provided that the charge shall not extend beyond the interest of the landlord, his executors, administrators, and assignees where the landlord has only a leasehold interest in the holding.

Removing for Nonpayment of Rent.

Tenants to be removed only at legal terms. 43 Vict. c. 12.

27. In any case in which the landlord's right of hypothec for the rent has ceased and determined—

When six months rent of the holding is due and unpaid, it shall be lawful for the landlord to raise an action of removing before the sheriff against the tenant, concluding for his removal from the holding at the term of Whitsunday or Martinmas next ensuing after the action is brought, and unless the arrears of rent then due are paid, or caution is found to the satisfaction of the sheriff for the same, and for one year's rent further, the sheriff may decern the tenant to remove, and eject him at such term in the same manner as if the lease were determined, and the tenant had been legally warned to remove.

A tenant so removed shall have the rights of an outgoing tenant to which he would have been entitled if his lease had naturally expired at such term of Whitsunday or Martinmas.

The second and third sections of the Hypothec Abolition (Scotland) Act, 1880, are hereby repealed, and the provisions of the fifth section of the Act of Sederunt anent Removing of the fourteenth day of December one thousand seven hundred and fifty-six shall not apply in any case in which the procedure under this section is competent.

Notice of Termination of Tenancy.

Notice of termination of tenancy.

28. Notwithstanding the expiration of the stipulated endurance of any lease, the tenancy shall not come to an end unless written

notice has been given by either party to the other of his intention to bring the tenancy to an end—

(*a.*) In the case of leases for three years and upwards, not less than one year, nor more than two years, before the termination of the lease:

(*b.*) In the case of leases from year to year, or for any other period less than three years, not less than six months before the termination of the lease.

Failing such notice by either party the lease shall be held to be renewed by tacit relocation for another year, and thereafter from year to year.

Notice by the landlord to the tenant under this section shall be given in the form and manner prescribed by the Sheriff Courts (Scotland) Act, 1853, and shall come in place of the notice required by the said Act. 16 & 17 Vict. c. 80.

Provided that nothing contained in this section shall affect the right of the landlord to remove a tenant who has been sequestrated under the Bankruptcy (Scotland) Act, 1856, or who by failure to pay rent or otherwise has incurred any irritancy of his lease, or other liability to be removed:

The provisions relative to notice herein contained shall not apply to any stipulation in a lease entitling the landlord to resume land for building, planting, feuing, or other purposes, or to subjects let for any period less than a year.

29. A tenant may by will, or other testamentary writing, bequeath his lease to any person (herein-after called "the legatee"), subject to the following provisions:— Bequest of lease.

(*a.*) The legatee shall intimate the testamentary bequest to the landlord or his known agent within twenty-one days after the death of the tenant, unless he is prevented by some unavoidable cause from making intimation within that time, and in that event he shall make intimation as soon as possible thereafter.

(*b.*) Intimation to the landlord or his known agent by the legatee shall import acceptance of the lease by the legatee.

(*c.*) Within one month after intimation has been made to the landlord or his known agent, he may intimate to the legatee that he objects to receive him as tenant under the lease;

If the landlord or his known agent makes no such intimation within one month, the lease shall be binding on the landlord and the legatee respectively as landlord and tenant as from the date of the death of the deceased tenant.

(*d.*) If the landlord or his known agent intimates that he objects to receive the legatee as tenant under the lease, the legatee may present a petition to the sheriff, praying for decree declaring that he is tenant under the lease as from the date of the death of the deceased tenant, of which petition due notice shall be given to the landlord, who may enter appearance, and state his grounds of objection; and if any reasonable ground of objection is established to the satisfaction of the sheriff, he shall declare the bequest to be null and void; but otherwise he shall decern and declare in terms of the prayer of the petition.

(*e.*) The decision of the sheriff under such petition as aforesaid shall be final.

(*f.*) Pending any proceedings under this section, the legatee shall have possession of the holding, unless the sheriff shall otherwise direct on cause shown.

(*g.*) If the legatee does not accept the bequest, or if the bequest is declared to be null and void as aforesaid, the lease shall descend to the heir of the tenant in the same manner as if the bequest had not been made.

Fixtures.

Tenant's property in fixtures, machinery, &c.

30. Where after the commencement of this Act a tenant affixes to his holding any engine, machinery, fencing, or other fixture, or erects any building for which he is not under this Act or otherwise entitled to compensation, and which is not so affixed or erected in pursuance of some obligation in that behalf or instead of some fixture or building belonging to the landlord, then such fixture or building shall be the property of and be removable by the tenant before or within a reasonable time after the termination of the tenancy:

Provided as follows:—

1. Before the removal of any such fixture or building the tenant shall pay all rent owing by him, and shall perform or satisfy all his other obligations to the landlord in respect to the holding:
2. In the removal of any fixture or building the tenant shall not do any avoidable damage to any other building or other part of the holding:
3. Immediately after the removal of any fixture or building the tenant shall make good all damage occasioned to any building or other part of the holding by the removal:
4. The tenant shall not remove any fixture or building without giving one month's previous notice in writing to the landlord of the intention of the tenant to remove it:
5. At any time before the expiration of such notice the landlord, by notice in writing given by him to the tenant, may elect to purchase any fixture or building specified in the notice given by the tenant as aforesaid, and any fixture or building thus elected to be purchased shall be left by the tenant, and shall become the property of the landlord, who shall pay the tenant the fair value thereof to an incoming tenant of the holding; and any difference as to the value shall be settled by a reference under this Act, as in case of compensation (but without appeal).

Crown Lands.

Application of Act to Crown lands.

31. This Act shall extend and apply to land belonging to Her Majesty the Queen, her heirs and successors, in right of the Crown.

With respect to such land, for the purposes of this Act, the Commissioners of Her Majesty's Woods, Forests, and Land Revenues, or one of them, or other the proper officer or body having charge of such land for the time being, or in case there is no such officer or body, then such person as Her Majesty, her heirs or successors,

may appoint in writing under the Royal Sign Manual, shall represent Her Majesty, her heirs and successors, and shall be deemed to be the landlord.

Any compensation payable under this Act by the Commissioners of Her Majesty's Woods, Forests, Land and Revenues, or either of them, in respect of an improvement of the first class, shall be deemed to be payable in respect of an improvement of land within section one of the Crown Lands Act, 1866, and the amount thereof shall be charged and repaid as in that section provided with respect to the costs, charges, and expenses therein mentioned.

Any compensation payable under this Act by those Commissioners, or either of them, in respect of an improvement of the second class, or of the third class, shall be deemed to be part of the expenses of the management of the Land Revenues of the Crown, and shall be payable by those Commissioners out of such money and in such manner as the last-mentioned expenses are by law payable.

Ecclesiastical and Charity Lands.

Consents in case of glebes, &c.

32. The powers by this Act conferred on a landlord shall not be exercised by ministers in respect of their glebes, except with the previous approval in writing of the Presbytery of the bounds, and shall not be exercised by trustees for ecclesiastical, educational, or charitable purposes, except with the previous approval in writing of one of Her Majesty's Principal Secretaries of State.

Provision as to limited owners.

33. Subject to the provisions of this Act in relation to Crown, ecclesiastical, and charity lands, a landlord, whatever may be his estate or interest in his holding, may give any consent, make any agreement, or do or have done to him any act in relation to improvements in respect of which compensation is payable under this Act which he might give or make or do or have done to him if he were absolute owner of the holding.

General Provisions.

Commencement of Act.

34. This Act shall come into force on the first day of January one thousand eight hundred and eighty-four, which day is in this Act referred to as the commencement of this Act.

Application of Act.

35. Nothing in this Act shall apply to a holding that is not either wholly agricultural or wholly pastoral, or in part agricultural, and as to the residue pastoral, or in whole or in part cultivated as a market garden, or to any holding let to the tenant during his continuance in any office, appointment, or employment of the landlord.

Avoidance of agreement inconsistent with Act.

36. Any contract or agreement made by a tenant by virtue of which he is deprived of his right to claim compensation under this Act in respect of any improvement specified in the schedule hereto (except an agreement providing such compensation as is by this Act permitted to be substituted for compensation under this Act) shall, so far as it deprives him of such right, be void.

Right of tenant in respect of improvement purchased from outgoing tenant.

37. Where an incoming tenant has, with the consent in writing of his landlord, paid to an outgoing tenant any compensation payable under or in pursuance of this Act in respect of the whole or part of any improvement, such incoming tenant shall be entitled on quitting the holding to claim compensation in respect of such improvement or part in like manner, if at all, as the outgoing tenant would have

been entitled if he had remained in the tenancy, and quitted the holding at the time at which the incoming tenant quits the same.

Compensation under this Act to be exclusive.

38. A tenant shall not be entitled to claim compensation by custom or otherwise than in manner authorised by this Act in respect of any improvement for which he is entitled to compensation under this Act, but where he is not entitled to compensation under this Act he may recover compensation under any agreement or custom in the same manner as if this Act had not passed.

Provision as to change of tenancy.

39. A tenant who has remained in his holding during a change or changes of tenancy shall not thereafter on quitting his holding at the determination of a tenancy be deprived of his right to claim compensation in respect of improvements by reason only that such improvements were made during a former tenancy or tenancies, and not during the tenancy at the determination of which he is quitting.

General saving of rights.

40. Except as in this Act expressed, nothing in this Act shall take away, abridge, or prejudicially affect any power, right, or remedy of a landlord, tenant, or other person vested in or exercisable by him by virtue of any other Act or law, or under any custom of the country, or otherwise, in respect of a lease or other contract, or of any improvements, deteriorations, away-going crops, fixtures, tax, rate, teind, rent, or other thing.

Consents, &c. not subject to statutes regulating execution of deeds.

41. It shall be no objection to the validity of any consent in writing or agreement in writing within the provisions of this Act signed by the party or parties thereto or by any person or persons authorised by him or them that such consent or agreement has not been executed in accordance with the statutes regulating the execution of deeds in Scotland.

Interpretation.

42. In this Act—

"Lease" means a letting of or agreement for the letting land for a term of years, or for lives, or for lives and years, or from year to year:

A tenancy from year to year under a lease current at the commencement of the Act shall for the purposes of this Act be deemed to continue to be a tenancy under a lease current at the commencement of this Act until the first day after the commencement of this Act, on which either the landlord or tenant of such tenancy could, the one by giving notice to the other, cause such tenancy to determine, and on and after such day as aforesaid shall be deemed to be a tenancy under a contract of tenancy beginning after the commencement of this Act:

"Determination of tenancy" means the termination of a lease by reason of effluxion of time, or from any other cause:

"Landlord" in relation to a holding means any person for the time being entitled to receive the rents and profits of or to take possession of any holding:

"Tenant" means the holder of land under a lease:

"Landlord" or "tenant" includes the executors, administrators, assignees, legatee, disponee, or next-of-kin, husband, guardian, curator bonis, or trustees in bankruptcy, of a landlord or tenant:

"Holding" means any piece of land held by a tenant:

"Absolute owner" means the owner or person capable of disposing, by disposition or otherwise, of the fee simple or, dominium utile, of the whole interest of or in land, although the land or his interest therein is burdened, charged, or encumbered:

"Person" includes a body of persons and a corporation:

"Sheriff Courts (Scotland) Act, 1853," means an Act passed in the sixteenth and seventeenth year of Her present Majesty's reign, chapter eighty, intituled "An Act to facilitate procedure in the Sheriff Courts in Scotland":

"Companies Acts" means the Companies Acts, 1862 to 1880, and any Act amending the same:

"Sheriff" includes sheriff substitute.

The designations of landlord and tenant shall continue to apply to the parties until the conclusion of any proceedings taken under this Act in respect of compensation for improvements.

Short title of Act.

43. This Act may be cited for all purposes as the Agricultural Holdings (Scotland) Act, 1883, and shall apply to Scotland only.

SCHEDULE.

PART I.

IMPROVEMENTS TO WHICH CONSENT OF LANDLORD IS REQUIRED.

(1.) Erection or enlargement of building.
(2.) Formation of silos.
(3.) Laying down of permanent pasture.
(4.) Making of water meadows or works of irrigation.
(5.) Making of gardens.
(6.) Making or improving of roads or bridges.
(7.) Making or improving of watercourses, ponds, wells, or reservoirs, or of works for supply of water for agricultural or domestic purposes.
(8.) Making of permanent fences.
(9.) Reclamation of waste land.
(10.) Weiring or embanking of land and sluices against floods.

PART II.

IMPROVEMENT IN RESPECT OF WHICH NOTICE TO LANDLORD IS REQUIRED.

(11.) Drainage.

PART III.

IMPROVEMENTS TO WHICH CONSENT OF LANDLORD IS NOT REQUIRED.

(12.) Boning of land with undissolved bones.
(13.) Claying of land or spreading blaes upon land.
(14.) Liming of land.
(15.) Marling of land.
(16.) Application to land of purchased artificial or other purchased manure.
(17.) Consumption on the holding by cattle, sheep, or pigs of cake or other feeding stuff not produced on the holding.

[*No.* 29. *Price* 2*d.*] F f