THIRD SCHEDULE.

Section 85.

ACTS REPEALED.

Session and Chapter	Short Title.	Extent of Repeal.
35 & 36 Vict. c. 62.	Education (Scotland) Act, 1872.	Section forty-eight, in part, namely— From the words "And once in each year." to the end of the section. Section forty-nine. Section sixty-two. Section sixty-three. Section sixty-four. The words "nor more than fifteen" in paragraph one of Schedule B.
39 & 40 Vict. c. 79.	Elementary Education Act, 1876.	Section fifty-three.
41 & 42 Vict. c. 78.	Education (Scotland) Act, 1878.	Section eighteen.
46 & 47 Vict. c. 56.	Education (Scotland) Act, 1883.	Section nine.
55 & 56 Vict. c. 63.	Technical Instruction Amendment (Scotland) Act, 1892.	The whole Act.
61 & 62 Vict. c. 57.	Elementary School Teachers' Superannuation Act, 1898.	Subsection (6) of section twelve.
1 Edw. 7, c. 9.	Education (Scotland) Act, 1901.	Section one.

CHAPTER 64.

An Act to consolidate the Enactments relating to Agricultural Holdings in Scotland. [21st December 1908.]

BE it enacted by the King'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 ON HOLDINGS.

Right of tenant to compensation for improvements.

1.—(1) Where a tenant of a holding has made thereon any improvement comprised in the First Schedule to this Act he shall, subject as in this Act mentioned, be entitled, at the

determination of a tenancy, on quitting his holding, to obtai from the landlord, as compensation under this Act for th improvement, such sum as fairly represents the value of th improvement to an incoming tenant.

(2) In the ascertainment of the amount of the compensatio payable to a tenant under this section, there shall be taken int account—

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

(*b*) as respects manuring as defined by this Act, the valu of the manure required by the lease or by custom t be returned to the holding in respect of any crop sold off or removed from the holding within the las two years of the tenancy or other less time for whic the tenancy has endured, not exceeding the valu of the manure which would have been produced b the consumption on the holding of the crops so sol off or removed.

(3) Nothing in this section shall prejudice the right of a tenant to claim any compensation to which he may be entitle under custom, agreement, or otherwise, in lieu of any compen sation provided by this section.

Consent of landlord as to improvement in First Schedule, Part I.

2. Compensation under this Act shall not be payable i respect of any improvement comprised in Part I. of the Firs Schedule hereto, unless the landlord of the holding has, pre viously to the execution of the improvement, consented in writin to the making of the improvement, and any such consent ma be given by the landlord unconditionally, or upon such term as to compensation or otherwise as may be agreed upon betwee the landlord and the tenant, and, if any such agreement is made any compensation payable under the agreement shall be substi tuted for compensation under this Act.

Notice to landlord as to improvement in First Schedule, Part II.

3.—(1) Compensation under this Act shall not be payable in respect of any improvement comprised in Part II. of the First Schedule hereto, unless the tenant of the holding has, no more than three nor less than two months before beginning t execute the improvement, given to the landlord notice in writing of his intention so to do, and of the manner in which he propose to do the intended work, and upon such notice being given, th landlord and the tenant may agree on the terms as to compensa tion or otherwise on which the improvement is to be executed.

(2) If any such agreement is made, any compensation pay able under the agreement shall be substituted for compensatio under this Act.

(3) Or instead of making any such agreement the landlor may undertake to execute the improvement himself and, unles the notice of the tenant is previously withdrawn, proceed to d so in any reasonable and proper manner which he thinks fi and recover from the tenant as rent a sum not exceeding fiv

per cent. per annum on the outlay incurred, or not exceeding such annual sum payable for a period of twenty-five years as will repay that outlay in that period, with interest at the rate of three per cent. per annum:

Provided that, in default of any such agreement or undertaking or in the event of the landlord failing to execute the improvement within a reasonable time, the tenant may execute the improvement, and shall in respect thereof be entitled to compensation under this Act.

(4) The landlord and the tenant may by the lease or otherwise agree to dispense with any notice under this section, and any such agreement may provide for anything for which an agreement after notice under this section may provide, and in such case shall be of the same validity and effect as such last-mentioned agreement.

Agreements as to improvement in First Schedule, Part III.

4. Where any agreement in writing secures to the tenant of a holding, for any improvement comprised in Part III. of the First Schedule hereto, fair and reasonable compensation, having regard to the circumstances existing at the time of making the agreement, the compensation so secured shall as respects that improvement be substituted for compensation under this Act.

Avoidance of contract inconsistent with Act.

5. Subject to the foregoing provisions of this Act, any contract or agreement made by a tenant of a holding, by virtue of which he is deprived of his right to claim compensation under this Act in respect of any improvement comprised in the First Schedule hereto, shall be void so far as it deprives him of that right.

Determination of claims to compensation.

6.—(1) If the tenant of a holding claims to be entitled to compensation, whether under this Act or under custom or agreement, or otherwise, in respect of any improvement comprised in the First Schedule to this Act, and if the landlord and tenant fail to agree as to the amount and time and mode of payment of the compensation, the difference shall be settled by arbitration.

(2) A claim by the tenant of a holding for compensation under this Act in respect of any improvement comprised in the First Schedule to this Act shall not be made after the determination of the tenancy:

Provided that, where the claim relates to an improvement executed after the determination of the tenancy, but while the tenant lawfully remains in occupation of part of the holding, the claim may be made at any time before the tenant quits that part.

(3) Where any claim by a tenant of a holding for compensation in respect of any improvement comprised in the First Schedule to this Act is referred to arbitration, and any sum is claimed to be due to the tenant from the landlord in respect of any breach of contract or otherwise in respect of the holding, or to the landlord from the tenant in respect of any deterioration wrongfully committed or permitted by the tenant, or in respect

of breach of contract or otherwise in respect of the holding, the party claiming that sum may, if he thinks fit, by notice in writing given by registered letter or otherwise to the other party not later than seven days after the appointment of the arbiter require that the arbitration shall extend to the determination of the claim to that sum, and thereupon the provisions of this section with respect to arbitration shall apply accordingly.

(4) Where a claim for compensation under this Act has been referred to arbitration, and the compensation payable under an agreement is by this Act to be substituted for compensation under this Act, such compensation as is to be so substituted shall be awarded in respect of any improvement provided for by the agreement.

ght of tenant n) has paid mpensation outgoing nant.

7. Where an incoming tenant of a holding 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, the incoming tenant shall be entitled on quitting the holding to claim compensation in respect of the improvement or part in like manner, if at all, as the outgoing tenant would have been entitled if he had remained tenant of the holding, and quitted it at the time at which the incoming tenant quits it.

visions as to anges of tenancy.

8. A tenant who has remained in his holding during two or more tenancies shall not, on quitting his holding, be deprived of his right to claim compensation under this Act in respect of improvements by reason only that the improvements were not made during the tenancy on the determination of which he quits the holding.

Compensation for Damage by Game and for Disturbance.

mpensation damage by me.

9.—(1) Where a tenant of a holding has sustained damage to his crops from game, the right to kill and take which is vested neither in him nor in anyone claiming under him other than the landlord, and which the tenant has not permission in writing to kill, he shall subject as herein-after mentioned be entitled to compensation from his landlord for such damage if it exceeds in amount the sum of one shilling per acre of the area over which the damage extends, and any agreement to the contrary, or in limitation of such compensation, shall be void.

(2) The amount of compensation payable under this section shall, in default of agreement made after the damage has been suffered, be determined by arbitration, but no compensation shall be recoverable under this section unless notice in writing is given to the landlord as soon as may be after the damage was first observed by the tenant, and a reasonable opportunity is given to the landlord to inspect the damage—

(a) in the case of damage to a growing crop, before the crop is begun to be reaped, raised, or consumed; and

(b) in the case of damage to a crop reaped or raised, before it is begun to be removed from the land—

and unless notice in writing of the claim, together with the particulars thereof, is given to the landlord within one month after the expiration of the calendar year, or such other period of twelve months as by agreement between the landlord and tenant may be substituted therefor, in respect of which the claim is made.

(3) Where the landlord proves that, under a lease made before the commencement of this Act, any compensation for damage by game is payable by him, or that in fixing the rent to be paid under such lease allowance in respect of such damage to an agreed amount was expressly made, the arbiter shall make such deduction from the compensation which would otherwise be payable under this section as may appear just.

(4) Where the right to kill and take the game is vested in some person other than the landlord, the landlord shall be entitled to be indemnified by such other person against all claims for compensation under this section.

(5) For the purposes of this section the expression "game" means deer, pheasants, partridges, grouse, and black game.

Compensation for unreasonable disturbance.

10. Where—

(*a*) the landlord of a holding, without good and sufficient cause, and for reasons inconsistent with good estate management, terminates the tenancy by notice to quit, or, having been requested in writing, at least one year before the expiration of a tenancy, to grant a renewal thereof, refuses to do so; or

(*b*) it has been proved that an increase of rent is demanded from the tenant of a holding, and that such increase was demanded by reason of an increase in the value of the holding due to improvements which have been executed by or at the cost of the tenant, and for which he has not, either directly or indirectly, received an equivalent from the landlord, and such demand results in the tenant quitting the holding,

the tenant upon quitting the holding shall, in addition to the compensation (if any) to which he may be entitled in respect of improvements, and notwithstanding any agreement to the contrary, be entitled to compensation for the loss or expense directly attributable to his quitting the holding which the tenant may unavoidably incur upon or in connection with the sale or removal of his household goods, or his implements of husbandry, produce, or farm stock, on or used in connection with the holding:

Provided that no compensation under this section shall be payable—

(*a*) unless the tenant has given to the landlord a reasonable opportunity of making a valuation of such goods, implements, produce, and stock as aforesaid;

(*b*) unless the tenant has, within two months after he has received notice to quit or a refusal to grant a renewal of the tenancy, as the case may be, given to the landlord notice in writing of his intention to claim compensation under this section;

(*c*) where the tenant with whom a lease was made has died within three months before the date of the notice to quit, or in the case of a lease for years before the refusal to grant a renewal;

(*d*) if the claim for compensation is not made within three months after the time at which the tenant quits the holding.

In the event of any difference arising as to any matter under this section the difference shall, in default of agreement, be settled by arbitration.

Procedure in Arbitration.

Procedure in arbitrations.

11.—(1) All questions which under this Act or under the lease are referred to arbitration shall, whether the matter to which the arbitration relates arose before or after the passing of this Act, be determined, notwithstanding any agreement under the lease or otherwise providing for a different method of arbitration, by a single arbiter in accordance with the provisions set out in the Second Schedule to this Act.

(2) Where any claim which is referred to arbitration relates to an improvement executed or matter arising after the determination of the tenancy, but while the tenant lawfully remains in occupation of part of the holding, the arbiter may, if he thinks fit, make a separate award in respect of that claim.

(3) If in any arbitration under this Act the arbiter states a case for the opinion of the sheriff on any question of law, the opinion of the sheriff on any question so stated shall be final, unless within the time and in accordance with the conditions prescribed by act of sederunt either party appeals to either division of the Court of Session, from whose decision no appeal shall lie.

16 & 17 Vict. c. 20.

(4) The Arbitration (Scotland) Act, 1894, shall not apply to any arbitration under this Act.

(5) Any person who wilfully and corruptly gives false evidence before an arbiter or oversman in any arbitration under this Act shall be guilty of perjury, and may be dealt with, prosecuted, and punished accordingly.

Recovery of compensation and other sums.

12. Any award or agreement under this Act as to compensation expenses or otherwise may, if any sum payable thereunder is not paid within one month after it becomes due, be competently recorded for execution in the books of council and session or sheriff court books, and shall be enforceable in like

Charge on Holding for Compensation.

Power for landlord on paying compensation to obtain charge.

13.—(1) A landlord, on paying to the tenant the amount due to him under this Act, or under custom or agreement, or otherwise in respect of compensation for an improvement comprised in the First Schedule hereto, or on his defraying himself the cost of improvements proposed to be executed by the tenant, shall be entitled to obtain from the Board an authority to charge, in favour of himself, his executors, administrators, and assignees, the holding or the estate of which it forms part by executing and registering in the register of sasines,—

(i) if the landlord has a leasehold interest in the holding, 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 Board may determine; and

(ii) in any other case, a bond and disposition in security over the holding or the estate of which it forms part for repayment of the amount paid or any part thereof, with such interest and by such instalments as the Board may determine.

(2) 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, in the judgment of the Board, 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 is to be payable.

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

(4) Where a holding or estate is charged by the landlord under this section, the 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.

(5) The price of any entailed land sold under the provisions of the Entail Acts, when 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 Part I. or Part II. of the First Schedule hereto, or in discharge of any charge with which the estate is burdened in pursuance of this Act or of any enactment hereby repealed in respect of the improvement.

Liability of land charge.

14. The sum charged by the order of the Board 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; but so that, in any case where the landlord's interest is an interest in a leasehold, the charge shall not extend beyond the interest of the landlord, his executors, administrators, and assignees.

Advance made by a company.

15. Any company now or hereafter incorporated by Parliament or incorporated under the Companies Acts, 1862 to 1900, 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 upon the authority of the Board under this Act, or executed under any enactment hereby repealed, upon such terms and conditions as may be agreed upon between the company and the person entitled to the charge; and that company may assign any charge so acquired by them to any person or persons whomsoever.

Certificate as to charges.

16. Where a charge may be made under this Act for compensation, the person making the award shall, at the request and cost of the person entitled to obtain the charge, certify the amount to be charged and the term for which the charge may properly be made, having regard to the time at which each improvement in respect of which compensation is awarded is to be deemed to be exhausted.

Removing for Non-payment of Rent.

Removal of tenants.

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

(1) 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:

(2) 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:

(3) The provisions of section five of the Act of sederunt anent removing of the fourteenth day of December seventeen 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.

18.—(1) 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; and

(*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.

(2) 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.

(3) Notice by the landlord to the tenant under this section shall be given either in the same manner as notice of removal under section six of the Removal Terms (Scotland) Act, 1886, or in the form and manner prescribed by the Sheriff Courts (Scotland) Act, 1907, and shall come in place of the notice required by the last-mentioned Act.

49 & 50 Vict. c. 50.

7 Edw. 7, c. 3

(4) Nothing in this section shall affect the right of a 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.

19 & 20 Vict. c. 79.

(5) The provisions of this section relative to notice 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.

Bequest of Lease.

Bequest of lease.

19. A tenant of a holding may by will or other testamentary writing bequeath his lease to any person (in this section referred to as the legatee) subject to the following provisions:—

(*a*) The legatee shall intimate the testamentary bequest to the landlord 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 by the legatee shall import acceptance of the lease by the legatee:

(*c*) Within one month after intimation has been made to the landlord he may intimate to the legatee that he objects to receive him as tenant under the lease:

(*d*) If the landlord 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

(*e*) If the landlord 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:

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

(*g*) Pending any proceedings under this section, the legatee shall have possession of the holding, unless the sheriff otherwise directs on cause shown:

(*h*) 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 and Buildings.

nant's property in fixtures and buildings.

20.—(1) Any engine, machinery, fencing, or other fixture affixed to a holding by a tenant, and any building erected by him thereon 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, shall be the property of and be removable by the tenant before or within a reasonable time after the determination of the tenancy:

Provided that—

(i) Before the removal of any fixture or building the tenant shall pay all rent owing by him, and shall perform or satisfy all other his obligations to the landlord in respect of the holding:

(ii) 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:

(iii) Immediately after the removal of any fixture or building the tenant shall make good all damage occasioned to any other building or other part of the holding by the removal:

(iv) The tenant shall not remove any fixture or building without giving one month's previous notice in writing to the landlord of his intention to remove it:

(v) At any time before the expiration of such notice the

tenant, may elect to purchase any fixture or building comprised 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 arbitration.

(2) The provisions of this section shall apply to a fixture or building acquired since the thirty-first day of December nineteen hundred by a tenant in like manner as they apply to a fixture or building affixed or erected by a tenant, but shall not apply to any fixture or building affixed or erected before the first day of January eighteen hundred and eighty-four.

MISCELLANEOUS RIGHTS OF LANDLORD AND TENANT.

Power of entry by landlord.

21. The landlord of a holding or any person authorised by him may at all reasonable times enter on the holding for the purpose of viewing the state of the holding.

Penal rents and liquidated damages.

22. Notwithstanding any provision in a lease making the tenant of a holding liable to pay a higher rent or other liquidated damages in the event of any breach or non-fulfilment of any of the terms or conditions in the lease, a landlord shall not be entitled to recover any sum in consequence of any such breach or non-fulfilment in excess of the damage actually suffered by him in consequence of the breach or non-fulfilment:

Provided that this section shall not apply to any of the terms or conditions in a lease prohibiting the breaking of permanent pasture, the grubbing of underwoods, or the felling, cutting, topping, or injuring of trees, or regulating the burning of heather.

Freedom of cropping and disposal of produce.

23.—(1) Notwithstanding any custom of the country, or the provisions of any lease or agreement respecting the method of cropping of arable lands, or the disposal of crops, a tenant of a holding shall have full right to practise any system of cropping of the arable land on the holding, and to dispose of the produce of the holding, without incurring any penalty, forfeiture, or liability:

Provided that he shall previously have made, or, as soon as may be, shall make, suitable and adequate provision to protect the holding from injury or deterioration, which provision shall in the case of disposal of the produce of the holding consist in the return to the holding of the full equivalent manurial value to the holding of all crops sold off or removed from the holding in contravention of the custom, lease, or agreement.

This subsection 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 qui
which results in his quitting the holding; or

(*b*) in any other case, as respects the year before th
expiration of the lease.

(2) If the tenant exercises his rights under this section i
such a manner as to injure or deteriorate the holding, or t
be likely to injure or deteriorate the holding, the landlord shal
without prejudice to any other remedy which may be open t
him be entitled to recover damages in respect of such injur
or deterioration at any time, and, should the case so require, t
obtain an interdict restraining the exercise of the rights unde
this section in that manner, and the amount of such damage
may, in default of agreement, be determined by arbitration.

(3) A tenant shall not be entitled to any compensation i
respect of improvements comprised in Part III. of the Firs
Schedule to this Act which have been made for the purpose o
making such provision to protect the holding from injury o
deterioration as is required by this section.

(4) In this section the expression "arable land" shall no
include land in grass which by the terms of any contract o
tenancy is to be retained in the same condition throughout th
tenancy.

cord of hold-
s.

24. If at the commencement of a tenancy of a holding
entered into after the commencement of this Act either party so
requires, a record of the condition of the buildings, fences, gates,
roads, drains, ditches, and cultivation of the holding shall be
made within three months after the commencement of the
tenancy by a person to be appointed in default of agreement
by the Board, and in default of agreement the cost of making
such record shall be borne by the landlord and tenant in equal
proportions.

PERSONS UNDER DISABILITY.

ppointment
guardian.

25. Where a landlord or 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 and appoint another tutor or
curator if and as occasion requires.

ovision as to
ited owners.

26. 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 the 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.

CROWN LANDS.

plication to
wn lands.

27.—(1) This Act shall apply to land belonging to His
Majesty in right of the Crown.

(2) With respect to any such land, for the purposes of this Act the Commissioners of Woods or other the proper officer or body having charge of the land for the time being, or, in case there is no such officer or body, then such person as His Majesty may appoint in writing under the Royal Sign Manual, shall represent His Majesty, and shall be deemed to be the landlord.

(3) The power given to the Treasury by section one of the Crown Lands Act, 1866 (being a power to direct the cost of certain improvements to be charged to capital and repaid out of income), shall extend to any compensation under this Act payable by the Commissioners of Woods in respect of an improvement comprised in Part I. or Part II. of the First Schedule hereto. 29 & 30 Vict. c. 62.

(4) Any compensation under this Act payable by those Commissioners, in respect of an improvement comprised in Part III. of the First Schedule hereto, shall be paid as part of the expenses of the management of the land revenues of the Crown.

Ecclesiastical and Charity Lands.

Application to glebe and charity lands.

28. The powers by this Act conferred on a landlord (other than that of entering on a holding for the purpose of viewing the state of the holding) shall not be exercised by ministers in respect of their glebes, except with the 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 the Secretary for Scotland.

Special Provisions as to Market Gardens.

Special provisions as to market gardens.

29.—(1) In the case of a 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—

(i) the provisions of this Act shall apply as if the improvements comprised in the Third Schedule to this Act were comprised in Part III. of the First Schedule to this Act:

Provided that—

(*a*) in the case of Crown lands, compensation in respect of an improvement comprised in paragraphs (1) (2) and (5) of the said Third Schedule shall be paid in the same manner and out of the same funds as if it were an improvement comprised in Part I. of the said First Schedule; and

(*b*) 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 his landlord has not consented

(ii) The provisions of this Act relating to tenants' property in fixtures and buildings 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:

(iii) 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 determination of his tenancy, they shall remain the property of the landlord, and the tenant shall not be entitled to any compensation in respect thereof.

(2) Where under a lease current on the first day of January eighteen hundred and ninety-eight a holding was at that date in use or cultivation as a market garden with the knowledge of the landlord, and the tenant thereof has then executed thereon, without having received previously to the execution thereof any written notice of dissent by the landlord, any improvement comprised in the Third Schedule to this Act, the provisions of this section shall apply, in respect of that 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 executed before as well as improvements executed after that date:

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

(3) Where the land to which such agreement relates or so used and cultivated consists of part of a holding only, this section shall apply as if that part were a separate holding.

Supplemental Provisions.

Prohibition of appeal from sheriff-substitute.

30. Where any jurisdiction committed by this Act to the sheriff is exercised by the sheriff-substitute there shall be no appeal to the sheriff.

Expenses in sheriff court.

31. The Court of Session may by act of sederunt prescribe a scale of expenses for proceedings in the sheriff court under this Act, and such expenses shall be taxed by the auditor of the sheriff court.

General saving of rights.

32. Except as in this Act expressed, nothing in this Act shall prejudicially affect any power, right, or remedy of a landlord, tenant, or other person, vested in or exerciseable by him by virtue of any other Act or law, or under any custom of the

f any improvements, deteriorations, away-going crops, fixtures, ax, rate, teind, rent, or other thing.

33. It shall be no objection to any consent in writing or greement in writing under this Act signed by the parties hereto or by any persons authorised by them that the consent r agreement has not been executed in accordance with the tatutes regulating the execution of deeds in Scotland. Validity of consents, &c.

34. Except as otherwise expressly provided by this Act, the ompensation in respect of an improvement made or begun efore the commencement of this Act, or made upon a holding eld under a lease, other than a lease from year to year, current n the first day of January eighteen hundred and eighty-four, hall be such (if any) as could have been claimed if this Act had ot been passed, but the procedure for the ascertainment and ecovery thereof shall be such as is provided by this Act, nd the amount so ascertained shall be payable, recoverable, nd chargeable as if it were compensation under this Act. Improvements executed und repealed enac ments.

35.—(1) In this Act, unless the context otherwise requires,— Interpretatio

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

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

"Landlord" means any person for the time being entitled to receive the rents and profits 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 trustee in bankruptcy, of a landlord or 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;

"Holding" means any piece of land held by a tenant, which is 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, and which is not let to the tenant during his continuance in any office, appointment, or employment held under the landlord;

"Market garden" means a holding cultivated, wholly or mainly, for the purpose of the trade or business of market gardening;

"Board" means the Board of Agriculture and Fisheries;

"Manuring" means any of the improvements numbered twenty-three, twenty-four, and twenty-five in Part III of the First Schedule hereto;

(2) The designations of landlord and tenant shall continue to apply to the parties until the conclusion of any proceedings taken under or in pursuance of this Act in respect of compensation for improvements, or under any agreement made in pursuance of this Act.

(3) Anything which by or under this Act is required or authorised to be done to, by, or in respect of the landlord of a holding may be done to, by, or in respect of any agent of the landlord duly authorised in that behalf.

peal. **36.** The enactments specified in the Fourth Schedule to this Act are hereby repealed to the extent mentioned in the third column of that schedule:

Provided that all orders, acts of sederunt, scales of expenses, and instruments issued and notices and consents given and having effect under any enactment hereby repealed shall have effect as if they had been made or given under this Act.

mmence-nt. **37.** This Act shall come into operation on the first day of January nineteen hundred and nine.

ort title and ent. **38.**—(1) This Act may be cited as the Agricultural Holdings (Scotland) Act, 1908.

(2) This Act shall extend to Scotland only.

SCHEDULES.

FIRST SCHEDULE.

ctions 1 to 6, 23, 27, and

PART I.

IMPROVEMENTS TO WHICH CONSENT OF LANDLORD IS REQUIRED.

(1) Erection, alteration, or enlargement of buildings.
(2) Formation of silos.
(3) Laying down of permanent pasture.
(4) Making and planting of osier beds.
(5) Making of water meadows or works of irrigation.
(6) Making of gardens.
(7) Making or improvement of roads or bridges.
(8) Making or improvement of watercourses, ponds, wells, or reservoirs, or of works for the application of water power or for supply of water for agricultural or domestic purposes.

(9) Making or removal of permanent fences.

(10) Planting of hops.

(11) Planting of orchards or fruit bushes.

(12) Protecting young fruit trees.

(13) Reclaiming of waste land.

(14) Warping or weiring of land.

(15) Embankments and sluices against floods.

(16) Erection of wirework in hop gardens.

[N.B.—*This part is subject as to market gardens to the provisions of the Third Schedule.*]

Part II.

Improvement in respect of which Notice to Landlord is required.

(17) Drainage.

Part III.

Improvements in respect of which Consent of or Notice to Landlord is not required.

(18) Chalking of land.

(19) Clay-burning.

(20) Claying of land or spreading blaes upon land.

(21) Liming of land.

(22) Marling of land.

(23) Application to land of purchased artificial or other purchased manure.

(24) Consumption on the holding by cattle, sheep, or pigs, or by horses other than those regularly employed on the holding, of corn, cake, or other feeding stuff not produced on the holding.

(25) Consumption on the holding by cattle, sheep, or pigs, or by horses other than those regularly employed on the holding, of corn proved by satisfactory evidence to have been produced and consumed on the holding.

(26) Laying down temporary pasture with clover, grass, lucerne, sainfoin, or other seeds, sown more than two years prior to the determination of the tenancy.

(27) Repairs to buildings, being buildings necessary for the proper cultivation or working of the holding, other than repairs which the tenant is himself under an obligation to execute:

Provided that the tenant, before beginning to execute any such repairs, shall give to the landlord notice in writing of his intention, together with particulars of such repairs, and shall not execute the repairs unless the landlord fails to execute them within a reasonable time after receiving such notice.

SECOND SCHEDULE.

Rules as to Arbitration.

Appointment of Arbiter.

1. A person agreed upon between the parties, or in default of agreement nominated by the Board on the application in writing of either of the parties, shall be appointed arbiter.

2. If a person appointed arbiter dies, or is incapable of acting, or for seven days after notice from either party requiring him to act fails to act, a new arbiter may be appointed as if no arbiter had been appointed.

3. Neither party shall have power to revoke the appointment of the arbiter without the consent of the other party.

4. Every appointment, notice, revocation, and consent under this part of these rules must be in writing.

Time for Award.

5. The arbiter shall make and sign his award within twenty-eight days of his appointment or within such longer period as the Board may (whether the time for making the award has expired or not) direct.

Removal of Arbiter.

6. Where an arbiter has misconducted himself the sheriff may remove him.

Evidence.

7. The parties to the arbitration, and all persons claiming through them respectively, shall, subject to any legal objection, submit to be examined by the arbiter on oath or affirmation in relation to the matters in dispute, and shall, subject as aforesaid, produce before the arbiter all samples, books, deeds, papers, accounts, writings, and documents, within their possession or power respectively which may be required or called for, and do all other things which during the proceedings the arbiter may require.

8. The arbiter shall have power to administer oaths, and to take the affirmation of parties and witnesses appearing, and witnesses shall, if the arbiter thinks fit, be examined on oath or affirmation.

Statement of Case.

9. The arbiter may at any stage of the proceedings, and shall, if so directed by the sheriff (which direction may be given on the application of either party), state in the form of a special case for the opinion of the sheriff any question of law arising in the course of the arbitration.

Award.

10. The arbiter shall, on the application of either party, specify the amount awarded in respect of any particular improvement or any particular matter the subject of the award, and the award shall fix a day not sooner than one month or later than two months after the delivery of the award

for the payment of the money awarded as compensation, expenses, or otherwise, and shall be in such form as may be prescribed by the Board.

11. The award to be made by the arbiter shall be final and binding on the parties and the persons claiming under them respectively.

12. The arbiter may correct in an award any clerical mistake or error arising from any accidental slip or omission.

13. When an arbiter has misconducted himself, or an arbitration or award has been improperly procured, the sheriff may set the award aside.

Expenses.

14. The expenses of and incidental to the arbitration and award shall be in the discretion of the arbiter, who may direct to and by whom and in what manner those expenses or any part thereof are to be paid, and 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.

15. The arbiter shall, in awarding expenses, take into consideration the reasonableness or unreasonableness of the claim of either party, either in respect of amount or otherwise, and any unreasonable demand for particulars or refusal to supply particulars, and generally all the circumstances of the case, and may disallow the expenses of any witness whom he considers to have been called unnecessarily and any other expenses which he considers to have been incurred unnecessarily.

Forms.

16. Any forms for proceedings in arbitrations under this Act which may be prescribed by the Board shall, if used, be sufficient.

THIRD SCHEDULE.

Section 29.

IMPROVEMENTS SUBJECT TO SPECIAL PROVISIONS IN THE CASE OF MARKET GARDENS.

(1) Planting of standard or other fruit trees permanently set out;

(2) Planting of fruit bushes permanently set out;

(3) Planting of strawberry plants;

(4) Planting of asparagus, rhubarb, and other vegetable crops which continue productive for two or more years;

(5) Erection or enlargement of buildings for the purpose of the trade or business of a market gardener.

Section 36.

FOURTH SCHEDULE.

ENACTMENTS REPEALED.

Session and Chapter.	Short Title.	Extent of Repeal.
46 & 47 Vict. c. 62.	The Agricultural Holdings (Scotland) Act, 1883.	The whole Act.
60 & 61 Vict. c. 22.	The Market Gardeners' Compensation (Scotland) Act, 1895.	The whole Act.
63 & 64 Vict. c. 50.	The Agricultural Holdings Act, 1900.	The whole Act, so far as not repealed.
6 Edw. 7. c. 56.	The Agricultural Holdings Act, 1906.	The whole Act, so far as not repealed.

CHAPTER 65.

An Act to regulate and amend the Law relating to Summary Jurisdiction and Criminal Procedure in Scotland. [21st December 1908]

BE it enacted by the King'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:

PRELIMINARY.

Short title and commencement.

1. This Act may be cited for all purposes as the Summary Jurisdiction (Scotland) Act, 1908, and shall come into operation on the first day of June nineteen hundred and nine.

Interpretation of terms.

2. In this Act, which, except where otherwise indicated, shall apply to Scotland only, the following words and expressions are used in the following senses, unless the context shows that a different sense is intended:—

"Appellant" shall mean any party appealing against a judgment of a court of summary criminal jurisdiction:

"Bail" shall include any pledge lodged by or on behalf of an accused person as security for his appearance at any diet of court:

"Cause" means and includes every proceeding brought under this Act:

"Clerk of court" shall mean the clerk of any court of summary criminal jurisdiction, and shall include depute clerk, and any person duly authorised to exercise the duties of clerk of court: