

SCHEDULES

SCHEDULE 9

COMPENSATION TO TENANT FOR IMPROVEMENTS BEGUN BEFORE 1ST MARCH 1948

PART I

TENANT'S RIGHT TO COMPENSATION FOR OLD IMPROVEMENTS

- 1 (1) The tenant of an agricultural holding shall, subject to the provisions of this Act, be entitled on the termination of the tenancy, on quitting the holding, to obtain from his landlord compensation for an improvement specified in Part II of this Schedule carried out on the holding by the tenant, being an improvement begun before 1st March 1948.
- (2) Improvements falling within sub-paragraph (1) above are in this Schedule referred to as " old improvements ".
- (3) The tenant of an agricultural holding shall not be entitled to compensation under this Schedule for an improvement which he was required to carry out by the terms of his tenancy where the contract of tenancy was made before 1st January 1921.
- (4) Nothing in this Schedule shall prejudice the right of a tenant to claim any compensation to which he may be entitled under custom or agreement, or otherwise, in lieu of any compensation provided by this Schedule.
- (5) The tenant of an agricultural holding shall not be entitled to compensation under this Schedule for an old improvement made on land which, at the time when the improvement was begun, was not a holding within the meaning of the Agricultural Holdings Act 1923, as originally enacted, and would not have fallen to be treated as such a holding by virtue of section 33 of that Act.
- 2 (1) The amount of any compensation under this Schedule for an old improvement shall be an amount equal to the increase attributable to the improvement in the value of the agricultural holding as a holding, having regard to the character and situation of the holding and the average requirements of tenants reasonably skilled in husbandry.
- (2) In the ascertainment of the amount of the compensation payable under this Schedule to the tenant of an agricultural holding in respect of an old improvement, there shall be taken into account any benefit which the landlord has given or allowed to the tenant in consideration of the tenant's executing the improvement, whether expressly stated in the contract of tenancy to be so given or allowed or not.
- 3 (1) Compensation under this Schedule shall not be payable for an old improvement specified in any of paragraphs 1 to 15 of Part II of this Schedule unless, before the execution of the improvement, the landlord consented in writing (whether unconditionally or upon terms as to compensation or otherwise agreed between him and the tenant) to the execution of the improvement.

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

- (2) Where the consent was given upon agreed terms as to compensation, compensation payable under the agreement shall be substituted for compensation under this Schedule.
- 4 (1) Compensation under this Schedule shall not be payable for an old improvement consisting of that specified in paragraph 16 of Part II of this Schedule unless the tenant gave to the landlord, not more than three nor less than two months before beginning to execute the improvement, notice in writing under section 3 of the Agricultural Holdings Act 1923 of his intention to execute the improvement and of the manner in which he proposed to execute it, and—
- (a) the landlord and tenant agreed on the terms on which the improvement was to be executed, or
 - (b) in a case where no agreement was reached and the tenant did not withdraw the notice, the landlord failed to exercise the right conferred on him by that section to execute the improvement himself within a reasonable time.
- (2) Subsection (1) above shall not have effect if the landlord and tenant agreed, by the contract of tenancy or otherwise, to dispense with notice under the said section 3.
- (3) If the landlord and tenant agreed (whether after notice was given under the said section 3 or by an agreement to dispense with notice under that section) upon terms as to compensation upon which the improvement was to be executed, compensation payable under the agreement shall be substituted for compensation under this Schedule.
- 5 (1) Where the tenant of an agricultural holding has remained in the holding during two or more tenancies, he shall not be deprived of his right to compensation under this Schedule in respect of old improvements by reason only that the improvements were made during a tenancy other than the one at the termination of which he quits the holding.
- (2) Where, on entering into occupation of an agricultural holding, the tenant, with the consent in writing of his landlord, paid to an outgoing tenant any compensation payable under or in pursuance of this Schedule (or the Agricultural Holdings Act 1948 or the Agricultural Holdings Act 1923) in respect of the whole or part of an old improvement, he shall be entitled, on quitting the holding, to claim compensation for the improvement or part in the same manner, if at all, as the outgoing tenant would have been entitled if the outgoing tenant had remained tenant of the holding and quitted it at the time at which the tenant quits it.