



Isle of Man

Ellan Vannin

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AGRICULTURAL HOLDINGS ACT 1969



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AGRICULTURAL HOLDINGS ACT 1969

<i>Received Royal Assent:</i>	<i>28 August 1969</i>
<i>Passed:</i>	<i>21 October 1969</i>
<i>Commenced:</i>	<i>21 October 1969</i>

AN ACT to amend the law relating to agricultural holdings.

GENERAL NOTES

1. The maximum fines in this Act are as increased by the *Fines Act 1986* and by the *Criminal Justice (Penalties, Etc.) Act 1993 s 1*.
2. References to a Board of Tynwald are to be construed in accordance with the *Government Departments Act 1987 s 7*.

1 Meaning of agricultural holding

- (1) In this Act the expression 'agricultural holding' means the aggregate, being not less than one acre, of the agricultural land comprised in a contract of tenancy, not being a contract under which the said land is let to the tenant during his continuance in any office, appointment or employment held under the landlord and not being land which —
 - (a) is let by public auction or by tender for a term not exceeding one year and is no longer operated as a unit but is offered in fields or parcels for cropping or grazing;
 - (b) is customarily let in fields or parcels for terms not exceeding one year and does not form part of an agricultural holding;
 - (c) is let for grazing or mowing only for a term not exceeding one year, or
 - (d) the Land Court declares should not be an agricultural holding by reason of the requirements of defence or for special agricultural reasons peculiar to the land.
- (2) For the purposes of this and the next following section, the expression 'agricultural land' means land used for agriculture which is so used for the purposes of a trade or business.

2 Restrictions on letting agricultural land for less than from year to year

- (1) Subject to the provisions of this section, where under an agreement made on or after the commencement of this Act, any land is let to a person for use as agricultural land for an interest less than a tenancy from year to year, or a person is granted a licence to occupy land for use as agricultural land and the circumstances are such that if his interest were a tenancy from year to year he would in respect of that land be the tenant of an agricultural holding, then, unless —
- (a) the landlord and the tenant or, as the case may be, the licensor and the licensee, jointly notified the Department of the letting or grant; and
 - (b) the Department acknowledged in writing the receipt of that notification in accordance with section 3A,

before the agreement was entered into, the agreement shall take effect, with the necessary modifications, as if it were an agreement for the letting of the land for a tenancy from year to year:

Provided that this subsection shall not have effect in relation to an agreement for the letting of land, or the granting of a licence to occupy land, made (whether or not the agreement expressly so provides) in contemplation of the use only for grazing or mowing of the land during some specified period of the year, or to an agreement for the letting of land, or the granting of a licence to occupy land, by a person whose interest in the land is less than a tenancy from year to year and has not by virtue of this section taken effect as such a tenancy.¹

- (2) Any dispute arising as to the operation of the foregoing subsection in relation to any agreement shall be determined by the Land Court.

3 Tenancies for one year or more, unless terminated by notice to continue as tenancies from year to year

- (1) Subject to section 3A, a tenancy of an agricultural holding for a term of one year or upwards shall, instead of terminating on the expiration of the term for which it was granted, continue (as from the expiration of that term) as a tenancy from year to year, but otherwise on the terms of the original tenancy as far as applicable, unless not less than one year before the date fixed for the expiration of the term a written notice has been given by either party to the other of his intention to terminate the tenancy.²
- (2) A notice given under the foregoing subsection shall be deemed, for the purposes of this Act, to be a notice to quit.
- (3) Subject to section 3A, this section shall have effect notwithstanding any agreement to the contrary.³

3A Exclusion of continuation of tenancy by agreement

- (1) This section shall apply to any tenancy of a parcel of bare agricultural land for a fixed term of not less than 1 and not more than 5 years.
- (2) Where, before the grant of such a tenancy —
 - (a) the persons who will be the landlord and the tenant in relation to the tenancy agree that section 3 shall not apply to the tenancy; and
 - (b) those persons jointly notify the Department in writing of that agreement; and
 - (c) the Department serves on both of them a written acknowledgement of the receipt of that notification,section 3 shall not apply to the tenancy if the contract of tenancy is in writing and it, or a statement endorsed upon it, indicates (in whatever terms) that section 3 of this Act does not apply to the tenancy.
- (3) In this section, ‘parcel of bare agricultural land’ means a parcel of agricultural land on which there is no dwelling or other farm building (other than buildings of a minor or subsidiary nature) on the date on which the tenancy is granted.⁴

4 Restriction in operation of notice to quit

- (1) Subject to the provisions of this Act, a notice to quit an agricultural holding shall (notwithstanding any provision to the contrary in the contract of tenancy of the holding or of customary usage or statutory law) be invalid if it purports to terminate the tenancy before the 12th day of November next following the expiration of twelve months from the end of the then current year of tenancy and does not state the reasons for giving the notice to quit:

Provided that this subsection shall not apply —

 - (a) where a receiving order in bankruptcy is made against the tenant or statutory tenant, or the tenant or statutory tenant has made a deed of arrangement for the benefit of his creditors generally;
 - (b) to a notice given in pursuance of the provisions in the contract of tenancy authorising the resumption of possession of the holding for some specific purpose other than the use of the land for agriculture; or
 - (c) to a notice given by a tenant or statutory tenant to a sub-tenant.
- (2) Subject to the provisions of subsection (1) of this section and section nine of this Act, the landlord of an agricultural holding may serve on a tenant or statutory tenant a notice to quit the agricultural holding on the 12th day of November referred to in subsection (1) of this section.

- (3) A notice under the foregoing subsection shall be of no effect unless it gives notice to the tenant or statutory tenant of his right to serve a counter-notice under the next following subsection.
- (4) Within one calendar month from the service of such notice, subject to the provisions of subsection (7) of this section, a tenant or statutory tenant may serve a counter-notice on the landlord specifying the terms and conditions upon which the tenant or statutory tenant is prepared to continue the tenancy and shall specify the rent which he is willing to pay for the holding.
- (5) On receipt of the counter-notice, but not later than the 5th day of July in the year to which the landlord's notice applies, the landlord shall inform the tenant or statutory tenant in writing either that —
 - (a) he is prepared to continue the tenancy at the rent and on the terms and conditions set out in the counter-notice, or on such terms and conditions as he may have agreed with the tenant or statutory tenant, or
 - (b) application will be made before the 31st day of July next following to the Land Court by the landlord for consent to the operation of the notice to quit previously given by him.
- (6) If, following receipt of a counter-notice, the landlord fails to comply with the requirements of subsection (5) of this section or if, having informed the tenant of his intention to make application to the Land Court he fails to do so, then the notice to quit served by the landlord shall be of no effect.
- (7) Subsections (3), (4), (5) and (6) of this section shall not apply if —
 - (a) the Land Court has certified that the land is needed for non-agricultural purposes;
 - (b) a certificate has been issued on the application of the landlord by the Land Court and has been served on the tenant or statutory tenant that the holding has not been dealt with according to the rules of good husbandry;
 - (c) the tenant or statutory tenant has failed to pay the rent or any part thereof on the date when it became due or within twenty-one days thereafter, whether the same shall have been legally demanded or not, or has failed within such reasonable period as was specified in the notice from the landlord to the tenant or statutory tenant to remedy any breach by the tenant or statutory tenant of any term or conditions of his tenancy;
 - (d) the tenant or statutory tenant has become bankrupt or has made a deed of arrangement for the benefit of his creditors generally;
 - (e) the tenant or statutory tenant has committed any irremediable breach of any condition of tenancy which is consistent with the

rules of good husbandry and which has been certified by the Land Court as an irremediable breach, or

- (f) the tenant or statutory tenant has died and the landlord, within three months of the death, has served notice to quit on his personal representative.
- (8) Notwithstanding the provisions of paragraph (f) of subsection (7) of this section if, following the service of a notice to quit, the personal representative of the deceased tenant or statutory tenant applies to the Land Court for the grant of the tenancy to the surviving spouse or civil partner or any child or grandchild of the deceased tenant or statutory tenant, the Land Court may grant such tenancy provided the Court are satisfied that the prospective tenant is capable of carrying on the holding without detriment to the land.⁵

5 Determination of applications by Land Court

- (1) The Land Court when considering an application made under section four of this Act after giving the landlord and then tenant or statutory tenant or their respective representatives an opportunity of being heard may either —
 - (a) consent to the notice to quit given by the landlord, or
 - (b) refuse its consent to such notice and stipulate the rent at and the terms and conditions on which the tenancy may be continued as a statutory tenancy.
- (2) Where the Land Court has consented to the notice to quit the tenant or statutory tenant shall quit and deliver up possession of the holding to the landlord with effect from the 12th day of November next following the service of the notice.
- (3) Where the Land Court has refused its consent to the notice to quit the tenant or statutory tenant may continue his occupation of the holding until the next following 12th day of November (and, where necessary, the rent shall be apportioned) and thereafter as a tenant from year to year at the rent and on the terms and conditions stipulated by the Land Court.

6 Continuance of tenancy

The rent, terms and conditions of a statutory tenancy may be revised by the Land Court at the end of any year on the application of the landlord or statutory tenant, provided that notice in writing of the intention to apply for such revision is given to the other party on or before the preceding 5th July. Any such revision shall take effect in respect of the year commencing 12th November following the date of such notice.

7 Revision of tenancies

Where the rent, terms and conditions of tenancy have been fixed or revised by the Land Court, no revision or further revision may be applied for in respect of the three years following the fixing or revision thereof.⁶

8 Special provisions where landlord desires to sell

- (1) Where a landlord desires to sell an agricultural holding he shall first give a notice in writing to the tenant or statutory tenant offering to sell the same to the tenant or statutory tenant thereof at a stated price and in the event of the parties failing to negotiate an agreed purchase price within a period of three months from the service of the notice the landlord shall have the right to sell the property on the open market subject to the existing tenancy or statutory tenancy, and the provisions of this Act.
- (2) Any landlord who fails to comply with this section shall be guilty of an offence and shall be liable —
 - (a) on summary conviction to a fine not exceeding £5,000; or
 - (b) on conviction on information, to a fine.⁷

9 Special provisions where landlord desires possession for himself or his children

- (1) Where a landlord desires possession of an agricultural holding for his own farming operations or for the purpose of the holding being farmed by his spouse or civil partner or any child or grandchild of the landlord, being a child or grandchild who is or who will when possession is obtained be not less than eighteen years of age, he may serve a notice to quit on the tenant or statutory tenant.⁸
- (2) A notice under this section to a tenant or statutory tenant shall not be valid unless it is served not less than two years prior to the 12th day of November on which the notice is expressed to take effect.
- (3) In the case of a notice served under this section, the provisions as to counter-notice under section 4 of this Act shall not apply, but the tenant or statutory tenant may, within one month from the service of the landlord's notice, make a written submission to the Land Court stating that —
 - (a) the landlord's reasons are not genuine reasons; or
 - (b) the notice does not comply with subsections (1) and (2) of this section; or
 - (c) except where the land is owned by an individual who has —
 - (i) owned the land for a period of not less than twenty years; or

- (ii) inherited the land from a relative and the owner and the relative have owned it for an aggregate of not less than twenty years,
greater hardship would be caused by granting than by withholding consent to the notice.⁹
- (4) The Land Court shall consider any such submission as is mentioned in subsection (3) of this section and, after giving the landlord and the tenant or statutory tenant or their respective representatives an opportunity of being heard, shall, unless any allegation, under paragraph (a), (b) or (c) of that subsection, which is contained in the submission, has been proved to its satisfaction, consent to the notice under this section.¹⁰
- (5) Where the Land Court has consented to a notice under this section, the tenant or, as the case may be, the statutory tenant shall quit and deliver up possession of the holding to the landlord on the 12th day of November on which the notice is expressed to take effect.¹¹
- (6) Where a person has, before the date on which the *Agricultural Holdings (Amendment) Act 1976* has taken effect, been served with a notice under this section which expires after that date, he may, within one month after that date, make a written submission containing the allegation specified in paragraph (c) of subsection (3) of this section, and that submission shall, notwithstanding anything contained in that subsection, be as valid as if it had been made within one month of the date of the service of the landlord's notice.¹²
- (7) Where the Civil Division of the High Court exercising its summary jurisdiction is satisfied, upon the application of a former tenant, or statutory tenant, who has been required to vacate an agricultural holding in pursuance of a notice to quit served by a landlord under this section, that —
- (a) the landlord obtained possession of the holding, in pursuance of that notice to quit, by means of misrepresentation or the concealment of any material fact; or
- (b) the landlord, or the spouse or civil partner or any child or grandchild of the landlord, for whose farming operations on the holding possession thereof was obtained fails, without reasonable excuse, to farm the holding for a period of not less than five years from the date on which possession of the holding was obtained in pursuance of that notice to quit,¹³

it shall order the landlord to pay to the former tenant or statutory tenant such sum as appears to it to be sufficient to compensate the tenant or statutory tenant for having had to vacate the holding in pursuance of that notice to quit.¹⁴

10 Compensation for disturbance

- (1) Where the tenancy or statutory tenancy of an agricultural holding terminates by reason of a notice to quit the holding given by the landlord and, in consequence of the notice, the tenant or statutory tenant quits the holding, then subject to the provisions of this section, compensation for disturbance shall be payable by the landlord to the tenant or statutory tenant in accordance with the provisions of this section:

Provided that compensation shall not be payable under this subsection where —

- (a) the operation of subsections (3), (4), (5) and (6) of section four of this Act is excluded by virtue of paragraphs (b), (c), (d) and (e) of subsection (7) of that section; or
- (b) the landlord has made to the tenant or statutory tenant an offer in writing to withdraw the notice to quit and the tenant or statutory tenant has unreasonably refused or failed to agree to accept the offer.
- (2) The landlord of a holding may at any time apply to the Land Court for a certificate that the tenant or statutory tenant is, or is not, cultivating the holding according to the terms and conditions of the tenancy and the rules of good husbandry, and, on any such application being made, the Land Court, after giving to the landlord and the tenant or statutory tenant, or their respective representatives, an opportunity of being heard, shall, as it thinks proper, either grant or refuse the certificate within 3 months after the date of the application.

A certificate granted under this subsection shall be conclusive evidence that the holding is or is not being cultivated according to the terms and conditions of the tenancy or the rules of good husbandry.¹⁵

- (3) Subject to the provisions of the next following subsection the compensation payable under this section shall be a sum representing such loss or expense directly attributable to the quitting of the holding as the tenant or statutory tenant may unavoidably incur upon or in connection with the sale or removal of his household goods, implements of husbandry, fixtures, farm produce, or farm stock on or used in connection with the holding, and shall include any expenses reasonably incurred by him in the preparation of his claim for compensation (not being costs of the inquiry to determine the amount of the compensation).
- (4) Save as provided by the next following subsection the compensation payable under this section shall in no case exceed the equivalent of two years' rent of the holding.
- (5) Save in a case falling within paragraph (c) of the next following subsection, in any case where a tenant or statutory tenant is displaced from a holding or part of a holding in order to enable the holding or part of the holding to be developed or used for any non-agricultural purpose,

whether he is so displaced by his landlord or a public or statutory authority, there shall be paid to him by the person so displacing him, in addition to any other compensation to which he may be entitled under this Act —

- (a) in the case of displacement from the whole of the holding, a sum equivalent to four years' rent of the holding;
 - (b) in the case of displacement from a part of the holding, four times the difference of the rent of the entirety and the rent estimated in respect of the remainder of the holding.
- (6) Compensation shall not be payable under this section —
- (a) in respect of the sale of any goods, implements, fixtures, produce, or stock, unless the tenant or statutory tenant has before the sale given the landlord a reasonable opportunity of making a valuation thereof; or
 - (b) unless the tenant or statutory tenant has, not less than one month before the termination of the tenancy, given notice in writing to the landlord of his intention to make a claim for compensation under this section; or
 - (c) where the holding was let to the tenant or statutory tenant by a corporation carrying on a railway, water or other public undertaking, or by a Department, a Statutory Board or a local authority, and possession of the holding is required by any of them for the purpose (not being the use of the land for agriculture) for which it was acquired by any of them or appropriated by them under any statutory provision; or¹⁶
 - (d) where a written contract of tenancy has been entered into (whether before or after the commencement of this Act) for the letting by the landlord to the tenant of a holding which at the time of the creation of the tenancy had then been for a period of not less than twelve months in the occupation of the landlord, upon the express terms that if the landlord desires to resume that occupation before the expiration of a specified term not exceeding seven years, the landlord should be entitled to give notice to quit without becoming liable to pay to the tenant any compensation for disturbance, and the landlord desires to resume occupation within the specified period, and such notice to quit has been given accordingly.
- (7) Where the tenant or statutory tenant of an agricultural holding has sublet the holding or any part thereof, and in consequence of a notice to quit given by his landlord becomes liable to pay compensation under this section to the sub-tenant, the tenant or statutory tenant shall not be debarred from recovering compensation under this section by reason only that owing to not being in occupation of the holding, on the termination of his tenancy he does not quit the holding.

- (8) Where the tenancy of part of an agricultural holding is vacated as provided in this Act, and where the remaining portion is not less than one-quarter of the original holding, and the holding which is so diminished in size is reasonably capable of being farmed as a separate holding then compensation under this section shall not be payable except in respect of that part of the holding so vacated.
- (9) Compensation payable under this section shall be in addition to any compensation to which the tenant or statutory tenant may be entitled apart from this section.

11 Compensation to tenant for certain improvements

The provisions of the next following section shall have effect with respect to the rights of the tenant or statutory tenant of an agricultural holding with respect to —

- (a) compensation for agreed long term improvements, that is to say, improvements which are not short term improvements as defined in the next following paragraph, and being improvements begun on or after the commencement of this Act; and
- (b) compensation for short term improvements, that is to say, improvements consisting of residual or unexpended manorial values,

and the said provisions shall have effect as well where the tenant or statutory tenant entered into occupation of the holding before the commencement of this Act as where he entered into occupation thereafter.

12 Provisions as to tenant's long-term improvements

- (1) The long term improvements to which this section applies shall consist only of those which are set out in a Memorandum signed by the landlord and the tenant or statutory tenant, or their respective representatives —
 - (a) evidencing that they are to be executed wholly or in part at the expense of the tenant or statutory tenant;
 - (b) evidencing that they have been mutually agreed between the landlord and the tenant or statutory tenant before the execution thereof.
- (2) The amount of compensation payable by the landlord to the tenant or statutory tenant on the termination of the tenancy of the holding in respect of long term improvements shall be the agreed amount expended by the tenant on the long term improvements less the amount received by reason of any grant or subsidy paid or to be paid by the Treasury or any department of Government, but in no case shall this amount exceed the actual cost of new work carried out by the tenant or statutory tenant:

Provided always that the agreed amount expended by the tenant or statutory tenant less the amount of any such grants or subsidies shall be reduced by one-fifteenth for every year the tenant or statutory tenant shall remain in occupation of the holding after the agreed improvement has been completed.¹⁷

- (3) Where the tenancy or statutory tenancy of an agricultural holding terminates, the landlord shall pay to the outgoing tenant or statutory tenant compensation for long-term improvements carried out by him in accordance with the provisions of this section.

13 Provisions as to tenant's short-term improvements

- (1) When the tenancy of an agricultural holding terminates, the landlord shall pay to the outgoing tenant or statutory tenant compensation for short-term improvements carried out by him in accordance with the provisions of this section.
- (2) The residual or unexpended manorial value shall be calculated in the manner set out in the First Schedule to this Act on the cost of the lime, manures or fertilisers applied to the holding, and such cost shall be substantiated by receipted accounts from the person or persons from whom the lime, manures or fertilisers were purchased, but the amount of any subsidy paid in respect thereof under a scheme of the Department shall be deducted.¹⁸

14 Right of landlord to, and measure of compensation for deterioration, etc, of particular parts of holding

- (1) The landlord of an agricultural holding shall be entitled to recover from a tenant or statutory tenant of the holding, on his quitting the holding on the termination of the tenancy, compensation in respect of the dilapidation or deterioration of, or damage to, any part of the holding or anything in or on the holding caused by non-fulfilment by the tenant or statutory tenant of his responsibilities to farm in accordance with the rules of good husbandry.
- (2) Notwithstanding any agreement to the contrary the amount of the compensation payable under the foregoing subsection shall be the cost, as at the date of the tenant's or statutory tenant's quitting the holding, of making good the dilapidation, deterioration or damage.

15 Right of landlord to, and measure of compensation for general deterioration of holding

Where, on the quitting of an agricultural holding by the tenant or statutory tenant thereof on the termination of the tenancy, the landlord shows that the value of the holding generally has been reduced, whether by reason of any such dilapidation, deterioration or damage as is mentioned in subsection (1) of the

last foregoing section or otherwise by non-fulfilment by the tenant or statutory tenant of his responsibilities to farm in accordance with the rules of good husbandry, the landlord shall be entitled to recover from him compensation therefor, in so far as the landlord is not compensated therefor under subsection (1) of that section, of an amount equal to the decrease attributable thereto in the value of the holding as a holding, having regard to the character and situation of the holding and the average requirements of tenants reasonably skilled in husbandry:

Provided that compensation shall not be recoverable under this section unless the landlord has, not later than one month before the termination of the tenancy, given notice in writing to the tenant of his intention to claim compensation thereunder.

16 Compensation for deterioration, etc, to be made in respect of acts done during any tenancy of a series

Where the tenant or statutory tenant of an agricultural holding has remained therein during two or more tenancies, his landlord shall not be deprived of his right to compensation under either of the two last foregoing sections in respect of any dilapidation, deterioration or damage by reason only that the tenancy during which an act or omission occurred which in whole or in part caused the dilapidation, deterioration or damage was a tenancy other than the tenancy at the termination of which the tenant or statutory tenant quits the holding.

17 Cropping conditions

- (1) As and from the commencement of this Act any cropping conditions under custom usage or set out in an existing lease or agreement as to rotations, save in the last year of a tenancy, may be disregarded provided that any variations in such conditions thereafter shall be agreed in writing as between landlord and tenant or statutory tenant and are not in any way injurious or detrimental to the land or in contravention of the rules of good husbandry.
- (2) In the event of a landlord and tenant or statutory tenant being unable to agree as to any variations of cropping as aforesaid, either party may apply to the Land Court, with due notice being given to the other party, for a certificate to be issued to crop the holding in such way and subject to such provisions as the Land Court, after giving to the landlord and the tenant or statutory tenant or their respective representatives an opportunity of being heard, shall decide.

18 Compensation to tenants when mortgagee enforces his security

Where a person occupies a holding under a contract of tenancy with a mortgagor, which is or is not binding on the mortgagee, then —

- (a) the occupier shall, as against the mortgagee who enforces his security against the holding, and in consequence the occupier is deprived of possession, be entitled to any compensation which is, or would, but for the mortgagee enforcing his security, be due to the occupier from the mortgagor as respects crops, improvements, tillages, or other matters connected with the holding, whether under this Act or custom, or an agreement authorised by this Act;
- (b) if the contract of tenancy is for a tenancy from year to year, or for a term of years not exceeding twenty-one, at a rackrent, the mortgagee shall, before he enforces his security against the holding and deprives the occupier of possession otherwise than in accordance with the contract of tenancy, give to the occupier six months' notice in writing of his intention so to enforce his security and, if he so enforces his security and in consequence deprives the occupier of possession, compensation shall be due to the occupier for his crops, and for any expenditure upon the land which he has made in the expectation of remaining in the holding for the full term of his contract of tenancy, in so far as any improvement resulting therefrom is not exhausted at the time of his being so deprived.

19 Matters to be referred to Land Court

- (1) Any question or difference arising out of any claim by the tenant or statutory tenant of a holding against the landlord for compensation payable under this Act, or for any sums claimed to be due to the tenant or statutory tenant from the landlord for any breach of contract or otherwise in respect of the holding, or out of any claim by the landlord against the tenant or statutory tenant for waste wrongfully committed or permitted by the tenant or statutory tenant, or for any breach of contract, or the terms and conditions of the tenancy, or otherwise in respect of the holding, and any other question or difference of any kind whatsoever between the landlord and the tenant or statutory tenant of the holding, arising out of the termination of the tenancy of the holding, or arising, whether during the tenancy or on the termination thereof, as to the construction of the contract of tenancy, and any other question under this Act, shall be determined, notwithstanding any agreement under the contract of tenancy or otherwise, except as may be provided by this Act, providing for a different method of arbitration, by the Land Court in accordance with the provisions set out in the Second Schedule to this Act.
- (2) Any such claim as is mentioned in this section shall cease to be enforceable after the expiration of two months from the termination of the tenancy, unless particulars thereof have been given by the landlord to the tenant or statutory tenant, or by the tenant or statutory tenant to the landlord, as the case may be, before the expiration of that period:

Provided that where a tenant or statutory tenant lawfully remains in occupation of part of a holding after the termination of the tenancy, particulars of a claim relating to that part of the holding may be given within two months from the termination of the occupation.

- (3) The Land Court may at any stage of the proceedings and shall, upon a direction in that behalf given by the Civil Division upon an application made by either party, state in the form of a special case for the opinion of the Civil Division, any question of law arising in the course of the proceedings under this section, and the decision of the Civil Division on any such question so stated shall be final.¹⁹
- (4) The *Arbitration Act 1976*, shall not apply to any inquiry under this Act.²⁰

20 Appeals from decisions of Land Court

- (1) The landlord or tenant or statutory tenant who is dissatisfied with a decision of the Land Court on any matter referred to the Court under this Act, other than a decision resultant on an opinion given by the Civil Division under subsection (3) of section nineteen of this Act, may appeal to the Civil Division.²¹
- (2) The Deemsters may make rules of court from time to time with respect to the procedure to be followed in relation to appeals to the Civil Division under this section.²²

21 Provision for expediting and reducing costs of inquiry

- (1) Subject as hereinafter provided, the High Bailiff may by rules make such provision (not being inconsistent with the rules contained in the Second Schedule to this Act) as he thinks desirable for expediting or reducing the costs of the proceedings on inquiries under this Act.²³
- (2) On an inquiry under this Act, the Land Court —
 - (a) shall state separately the amounts awarded in respect of the several claims; and
 - (b) may, if it thinks fit, make an interim award for the payment of any sum on account of the sum to be finally awarded.
- (3) A rule made under this section shall be laid before Tynwald, and shall not take effect unless approved by resolution of Tynwald.

22 Determination of claims for compensation where a holding is divided

Where a holding has become vested in more than one person in several parts, and the rent payable by the tenant or statutory tenant of the holding has not been apportioned with his consent or under any statute, the tenant or statutory tenant shall be entitled to require that any compensation payable to him under this Act shall be determined as if the holding had not been divided, and the

Land Court shall, where necessary, apportion the amount awarded between the persons who for the purposes of this Act together constitute the landlord of the holding, and any additional costs of the award caused by the apportionment shall be directed by the Land Court to be paid by those persons in such proportions as it shall determine.

23 Recovery of compensation, etc

Subject to the provisions of this Act, where a sum agreed or determined under this Act to be paid for compensation, costs or otherwise by a landlord or tenant or statutory tenant of an agricultural holding is not paid within fourteen days after the time when the payment becomes due, it shall be recoverable as a civil debt.

24 Power of tenant to obtain charge on holding for compensation

Where a sum becomes due to a tenant or statutory tenant of an agricultural holding in respect of compensation from the landlord and the landlord fails to discharge his liability therefor within the period of one month from the date on which the sum becomes due, the tenant or statutory tenant shall be entitled to obtain from the Land Court an order charging the holding with payment of the amount due.

25 Recovery of compensation, etc, due from trustee landlord

Where the landlord of an agricultural holding is entitled to receive the rents and profits thereof otherwise than for his own benefit (whether as trustee or in any other character) —

- (a) he shall not be under any liability to pay any sum agreed or determined under this Act to be paid to the tenant or statutory tenant or determined under this Act to be paid by the landlord, and it shall not be recoverable against him personally, but
- (b) if he fails to pay any such sum to the tenant or statutory tenant for one month after it becomes due the tenant or statutory tenant shall be entitled to obtain from the Land Court an order charging the holding with payment of the sum.

26 Recovery of compensation, etc, when mortgagee enforces his security

A mortgagee of an agricultural holding shall not be under any liability to pay any sum ascertained to be due under section eighteen of this Act to the occupier of the holding for compensation or costs connected therewith and it shall not be recoverable against him personally but —

- (a) it may be set off against any rent or other sum due from the occupier in respect of the holding; and

- (b) if the said sum is not set off as aforesaid, the occupier shall be entitled to obtain from the Land Court an order charging the holding with payment of the sum.

27 Land Court

The Land Court shall be constituted in the manner provided in the Second Schedule to this Act, and its procedure shall be as set out in that Schedule.

28 Expenses and receipts

- (1) Subject to the provisions of this Act, all expenses incurred under this Act by the Department and the Land Court shall be defrayed out of moneys provided by Tynwald.²⁴
- (2) Subject to the provisions of this Act, all sums received under this Act by the Department or the Land Court shall be paid into the General Revenue of the Isle of Man.²⁵

29 Entry and inspection

- (1) Any person authorised by the Department or the Land Court in that behalf shall have power at all reasonable times to enter on and inspect any land for the purpose of determining whether, and if so in what manner, any of the powers conferred by this Act are to be exercised in relation to the land, or whether, and if so in what manner, any direction given under such power has been complied with.²⁶
- (2) Any person authorised by the Department or the Land Court who proposes to exercise any power of entry or inspection conferred by this Act shall if so required produce some duly authenticated document showing his authority to exercise the power.²⁷
- (3) Admission to any land used for residential purposes shall not be demanded as of right in the exercise of any such power as aforesaid unless twenty-four hours' notice of the intended entry has been given to the occupier of the land.
- (4) Save as provided by the last foregoing subsection, admission to any land shall not be demanded as of right in the exercise of any such power as aforesaid unless notice has been given to the occupier of the land that it is proposed to enter during a period, specified in the notice, not exceeding fourteen days and beginning at least twenty-four hours after the giving of the notice, and the entry is made on the land during the period specified in the notice.
- (5) Any person who obstructs any person authorised by the Department or the Land Court exercising any such power as aforesaid shall be guilty of an offence and liable on summary conviction to a fine not exceeding £500.²⁸

30 Service of notices

- (1) Any notice, request, demand or other instrument under this Act shall be duly given to or served on the person to or on whom it is to be given or served if it is delivered to him, or left at his proper address, or sent to him by post in a registered letter or by recorded delivery.
- (2) Any such instrument as aforesaid shall be duly given to or served on an incorporated company or body if it is given to or served on the secretary or clerk of the company or body.
- (3) Any such instrument as aforesaid to be given to or served on a landlord or tenant or statutory tenant shall, where an agent or servant is responsible for the control of the management or farming, as the case may be, of the agricultural holding, be duly given or served if given to or served on that agent or servant.
- (4) For the purposes of this section the proper address of any person to or on whom any such instrument as aforesaid is to be given or served shall, in the case of the secretary or clerk of an incorporated company or body, be that of a registered or principal office of the company or body, and in any other case be the last known address of the person in question.²⁹
- (5) Unless or until the tenant or statutory tenant of an agricultural holding has received notice that the person theretofore entitled to receive the rents and profits of the holding (hereinafter referred to as 'the original landlord') has ceased to be so entitled, and also notice of the name and address of the person who has become entitled to receive the rents and profits, any notice or other document served upon or delivered to the original landlord by the tenant or statutory tenant shall be deemed for the purposes of this Act to have been served upon or delivered to the landlord of the holding.

31 Interpretation

- (1) In this Act, unless the context otherwise requires, the following expressions have the meanings hereby respectively assigned to them, that is to say —
 - “**agreement**” includes an agreement arrived at by means of valuation or otherwise, and “**agreed**” has a corresponding meaning;
 - “**agricultural holding**” has the meaning assigned to it by section one of this Act and includes a part of an agricultural holding;
 - “**agriculture**” includes horticulture, fruit growing, seed growing, dairy farming and livestock breeding and keeping, the use of land as grazing land, meadow land, market gardens and nursery grounds, and “**agricultural**” shall be construed accordingly;
 - “**Board**” [Repealed]³⁰

- “**building**” includes any part of a building;
- “**contract of tenancy**” means a letting of land, or an agreement for letting of land, for a term of years or from year to year;
- “**Department**” means the Department of Environment, Food and Agriculture;³¹
- “**Land Court**” means the land court established under this Act;
- “**landlord**” means any person for the time being entitled to receive the rents and profits of any land;
- “**livestock**” includes any creature kept for the production of food, wool, skins or fur or for the purpose of its use in the farming of land or for the carrying on in relation to land of any agricultural activity;
- “**statutory tenant**” means the tenant of a holding under the provisions of this Act other than a tenant under a contract of tenancy;
- “**tenant**” means the holder of land under a contract of tenancy, and includes the executors, administrators, assigns, receiver of the estate, or trustee in bankruptcy of a tenant, or trustee of a deed of arrangement of a tenant or other person deriving title from a tenant;
- “**termination**”, in relation to a tenancy, means the cesser of the contract of tenancy by reason of effluxion of time or from any other cause;
- “**year**” means the twelve calendar months commencing from the 12th day of November in any year and ending on the 12th day of November in the next following year.
- (2) References in this Act to the farming of land include references to the carrying on in relation to the land of any agricultural activity.
 - (3) References to the terms, conditions, or requirements of a contract of tenancy or of an agreement relating to a holding or of a statutory tenancy shall be construed as including references to any obligations, conditions, or liabilities implied by the custom of the Isle of Man in respect of the holding.
 - (4) 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.

32 Good husbandry

For the purposes of this Act, ‘**rules of good husbandry**’ means (due regard being had to the character of the holding), so far as is practicable, having regard to its character and position —

- (a) the maintenance of the land (whether arable, meadow, or pasture) clean and in a good state of cultivation and fertility, and in good condition; and

- (b) the maintenance and clearing of drains, embankments and ditches; and
- (c) the maintenance and proper repair of fences, stone walls, gates and hedges; and
- (d) the execution of repairs to buildings, being repairs which are necessary for the proper cultivation and working of the land on which they are to be executed; and
- (e) such rules of good husbandry as are generally recognised as applying to holdings of the same character and in the same neighbourhood as the holding in respect of which the expression is to be applied:

Provided that the foregoing definition shall not imply an obligation on the part of any person to maintain or clear drains, embankments, or ditches, if and so far as the execution of the works required is rendered impossible (except at prohibitive or unreasonable expense) by reason of subsidence of any land or the blocking of outfalls which are not under the control of that person, or in its application to land in the occupation of a tenant imply an obligation on the part of the tenant —

- (i) to execute repairs to buildings which are not required to be executed by him under his contract of tenancy; or
- (ii) in the case of a statutory tenant, to do such repairs when the same are not required to be done by him under the terms and conditions of his statutory tenancy.

33 Construction of references in other Acts to holdings as defined by the Agricultural Holdings Act, 1936

References, in whatever terms, in any enactment, other than an enactment contained in this Act, to a holding within the meaning of the Agricultural Holdings Act, 1936, shall be construed as references to an agricultural holding as defined by section one of this Act.

34 [Repealed]³²

35 and 36 [Repealed]³³

37 Saving for other rights, etc

Subject to the provisions of subsection (1) of section nineteen of this Act in particular, and to any other provision of this Act which otherwise expressly provides, nothing in this Act shall prejudicially affect any power, right or remedy of a landlord, tenant, or other person vested in or exercisable by him in virtue of any other Act or law or under any custom of the country or otherwise, in respect of a contract of tenancy or other contract, or of any improvements,

deteriorations, waste, emblements, tillages, away-going crops, fixtures, tax, rate, tithe, rentcharge, rent or other thing.

38 Short title and commencement

- (1) This Act may be cited as the Agricultural Holdings Act, 1969.
- (2) This Act shall come into operation when the Royal Assent thereto has been by the Governor announced to Tynwald and a certificate thereof has been signed by the Governor and the Speaker of the House of Keys.

FIRST SCHEDULE

METHOD OF CALCULATION OF RESIDUAL OR UNEXPENDED MANURIAL VALUE

Section 13

1. Where no crop has been taken from the land since the manure was applied, the value shall be the reasonable cost of the manure as applied to the land (including the cost of delivery and spreading) less the amount of any Government subsidy paid in respect of the manure delivery and application.

2. Where one crop or more has been taken from the land since the manure was applied, the value shall be calculated in accordance with the following format:

<i>Fractions of value remaining</i>				
	After one crop	After two crops	After three crops	After four crops
Nitrogen				
Inorganic N*	nil	nil	nil	nil
N in dried blood	nil	nil	nil	nil
Organic N, other than dried blood	one-half	one-quarter	nil	nil
Phosphoric acid				
Soluble	two-thirds	one-third	one-sixth	nil
Insoluble	one-third	one-sixth	one-twelfth	nil
Total in bone products	one-half	one-quarter	one-eighth	nil
Total in other materials	one-third	one-quarter	one-twelfth	nil
Potash				
Total K ₂ O	one-half	one-quarter	nil	nil
*By inorganic N, fertilisers like sulphate of ammonia, 'Nitro-Chalk', nitrate of soda, etc., are implied.				

3. For liming or chalking of land the value is the reasonable cost of the lime or chalk as applied to the land (including the cost of delivery and application) less the amount of any Government contribution towards the cost of the lime and the delivery and spreading thereof, reduced by one-quarter for each growing season since application.

4. For basic slag the amount may not exceed two-thirds of the reasonable cost, including delivery and spreading, after one crop, one-third after two crops and one-sixth after three crops. After more than three crops there shall be no compensation. The initial cost shall be reckoned after deduction of any Government contribution made thereon.

5. For purchased farmyard manure the amount shall be two-fifths of the reasonable cost after one crop, nil after more than one crop.

6. In this Schedule the expression 'crop' shall include a crop of grass.

SECOND SCHEDULE

LAND COURT: CONSTITUTION AND PROCEDURE

Sections 19 and 27

1. The Land Court shall consist of three persons appointed as herein provided.
2. If a person nominated as a member of the Land Court dies, or is incapable of acting, or for seven days after notice from either party requiring him to act fails to act, a new member may be appointed on the nomination of the landlord, tenant or statutory tenant by whom such person was nominated.
3. Every nomination or appointment under this Schedule must be in writing.
4. (1) The Department shall, immediately after the coming into operation of this Act, prepare and deliver to the Chief Secretary a list consisting of twelve persons who have in the opinion of the Department a sound working knowledge of agricultural practice and six of whom are landlords of agricultural land or fairly represent such landlords, and six persons who are tenants of agricultural land or fairly represent such tenants, and who have intimated to the Department their willingness to act as members of the Land Court; and the Department shall from time to time, on any vacancy or vacancies occurring in such panel by death, resignation, removal from the Island, or any other cause, for each such vacancy nominate and send to the Chief Secretary the name of a person of the class of either landlord or tenant to which the person causing such vacancy shall have belonged, to be a member of the panel.³⁴
(2) The Chief Secretary shall report to the Department any vacancy occurring in the panel.³⁵
5. (1) A Land Court shall be constituted by the Chief Minister whenever a landlord or tenant or statutory tenant applies to the Chief Minister in writing to appoint a Court for any purpose under this Act or the *Agricultural Tenancies Act 2008*. Such application shall state the full names and addresses of the landlord and the tenant or statutory tenant, and shall specify the holding in respect of which such application is made, and the matter required to be determined by such Court, and shall also contain the name of the member on the panel nominated by the applicant to be a member of the Land Court for such purpose.³⁶
(1A) In relation to proceedings under the said Act of 2008, references in subparagraph (1) to a landlord or a tenant shall be construed as references to the landlord or tenant, as the case may be, under a farm business tenancy.³⁷
(2) The Chief Secretary shall send a copy of such application to the other party interested therein, and a notice requiring such party to nominate from the panel a member of such Court in writing to be delivered to Government Office within seven days after delivery of the notice from the Chief Secretary. Should such party make

default within such time in nominating a member of the Land Court, the Chief Minister may select a member from the panel.³⁸

(3) The Chief Minister shall appoint the persons so nominated or selected from the panel to form, with the High Bailiff or some other person of legal training (not being a practising advocate) nominated by him as Chairman, the Land Court for the determination of the matter specified in the application.³⁹

6. The remuneration of the members of the Land Court shall be fixed in accordance with a scale prescribed by the Treasury. If the Land Court is of opinion that either party has acted unreasonably, it shall order that the remuneration of the Court shall be paid by such party in any event, but otherwise such remuneration shall be part of the costs of and incidental to the inquiry and award, but shall not be subject to taxation and shall be recoverable by the Land Court as a debt due from either of the parties to the inquiry.⁴⁰

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

8. The provisions of the High Court Rules as to the issuing of witnesses' summons shall, subject to such modifications as may be prescribed by the Deemsters, apply for the purposes of the inquiry as if it were an action or suit in the High Court.⁴¹

9. The Chairman of the Land Court shall have power to administer oaths, and to take the affirmation of parties and witnesses appearing, and witnesses shall, if the Land Court think fit, be examined on oath or affirmation.

10. The Land Court may at any stage of the proceedings and shall, upon a direction in that behalf given by the Civil Division upon an application made by either party, state in the form of a special case for the opinion of the Civil Division, any question of law arising in the course of the inquiry, and the decision of the Civil Division on any such question so stated shall be final.⁴²

11. The Land Court shall fix a day not later than one month after the delivery of the award for the payment of the money awarded as compensation, costs, or otherwise, and shall be in such form as may be prescribed by the Treasury.⁴³

12. Where a member of the Land Court has misconducted himself, or an enquiry or award has been improperly procured, the Civil Division may set the award aside.⁴⁴

13. The costs of and incidental to the enquiry and award shall be in the discretion of the Land Court, which may direct to and by whom and in what manner these costs or

any part thereof are to be paid, and the costs shall be subject to taxation by the Chief Registrar on application of either party.

14. The Land Court shall, in awarding costs, 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 costs of any witness whom it considers to have been called unnecessarily, and any other costs which it considers to have been incurred unnecessarily.

15. Not more than one expert witness shall be heard by the Land Court on behalf of each party to the enquiry, and the Land Court may certify whether or not such expert witness was reasonably required on the subject matter of the enquiry and may certify the fee payable to such expert witness.

16. Any forms for proceedings before the Land Court under this Act or the *Agricultural Tenancies Act 2008*, which may be prescribed by the High Bailiff shall, if used, be sufficient.⁴⁵

17. Subject to the provisions of this Act, the award shall be final and binding on the parties and the persons claiming under them respectively.

18. The Land Court shall have power to correct in the award any clerical mistake or error arising from any accidental slip or omission.

ENDNOTES

Table of Legislation History

Legislation	Year and No	Commencement

Table of Renumbered Provisions

Original	Current

Table of Endnote References

¹ Subs (1) amended by Agriculture (Miscellaneous Provisions) Act 2000 s 1.

² Subs (1) amended by Agriculture (Miscellaneous Provisions) Act 2000 s 1.

³ Subs (3) amended by Agriculture (Miscellaneous Provisions) Act 2000 s 1.

⁴ s3A inserted by Agriculture (Miscellaneous Provisions) Act 2000 s 1.

⁵ Subs (8) amended by Civil Partnership Act 2011 Sch 14.

⁶ S 7 amended by Agricultural Holdings (Amendment) Act 1974 s 3.

⁷ Subs (2) added by Agricultural Holdings (Amendment) Act 1974 s 1.

⁸ Subs (1) amended by Civil Partnership Act 2011 Sch 14.

⁹ Subs (3) substituted by Agricultural Holdings (Amendment) Act 1976 s 1.

¹⁰ Subs (4) substituted by Agricultural Holdings (Amendment) Act 1976 s 1.

¹¹ Subs (5) substituted by Agricultural Holdings (Amendment) Act 1976 s 1.

¹² Subs (6) added by Agricultural Holdings (Amendment) Act 1976 s 1.

¹³ Para (b) amended by Civil Partnership Act 2011 Sch 14.

¹⁴ Subs (7) added by Agricultural Holdings (Amendment) Act 1974 s 2 (as subs (6), renumbered (7) by Statute Law Revision (Miscellaneous Provisions) Act 1979 Sch 1) and amended by SD352/09.

¹⁵ Subs (2) amended by Statute Law Revision Act 1983 Sch 1.

¹⁶ Para (c) amended by Interpretation Act 1976 s 16 and by Statute Law Revision Act 1997 Sch 1.

¹⁷ Subs (2) amended by Treasury Act 1985 Sch 2.

¹⁸ Subs (2) amended by GC121/86.

¹⁹ Subs (3) amended by SD352/09.

²⁰ Subs (4) amended by Statute Law Revision Act 1997 Sch 1.

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- ²¹ Subs (1) amended by SD352/09.
- ²² Subs (2) amended by Governor's Financial and Judicial Functions (Transfer) Act 1976 Sch 2 and by SD352/09.
- ²³ Subs (1) amended by Governor's General Functions (Transfer) Act 1980 Sch 1.
- ²⁴ Subs (1) amended by GC121/86.
- ²⁵ Subs (2) amended by Treasury Act 1985 Sch 2 and by GC121/86.
- ²⁶ Subs (1) amended by GC121/86.
- ²⁷ Subs (2) amended by GC121/86.
- ²⁸ Subs (1) amended by GC121/86.
- ²⁹ Subs (4) amended by Statute Law Revision Act 1997 Sch 2.
- ³⁰ Definition of 'Board' repealed by GC121/86.
- ³¹ Definition of 'Department' inserted by GC121/86 and amended by SD155/10 Sch 3.
- ³² S 34 repealed by Statute Law Revision Act 1983 Sch 2.
- ³³ Ss 35 and 36 repealed by Statute Law Revision Act 1997 Sch 2.
- ³⁴ Subpara (1) amended by GC121/86 and by Civil Service Act 1990 s 7.
- ³⁵ Subpara (2) amended by GC121/86 and by Civil Service Act 1990 s 7.
- ³⁶ Subpara (1) amended by Transfer of Governor's Functions Act 1992 Sch 1 and by Agricultural Tenancies Act 2008 Sch.
- ³⁷ Subpara (1A) inserted by Agricultural Tenancies Act 2008 Sch.
- ³⁸ Subpara (2) amended by Civil Service Act 1990 s 7 and by Transfer of Governor's Functions Act 1992 Sch 1.
- ³⁹ Subpara (3) amended by Transfer of Governor's Functions Act 1992 Sch 1.
- ⁴⁰ Para (6) amended by Transfer of Governor's Functions Act 1992 Sch 1.
- ⁴¹ Para (8) amended by Governor's Financial and Judicial Functions (Transfer) Act 1976 Sch 2.
- ⁴² Para 10 amended by SD352/09.
- ⁴³ Para 11 amended by Treasury Act 1985 Sch 2.
- ⁴⁴ Para 12 amended by SD352/09.
- ⁴⁵ Para 16 amended by Governor's General Functions (Transfer) Act 1980 Sch 1 and by Agricultural Tenancies Act 2008 Sch.