



# Agricultural Holdings (Scotland) Act 1991

## 1991 CHAPTER 55

### PART I

#### AGRICULTURAL HOLDINGS

#### **1 Meaning of “agricultural holding” and “agricultural land”**

- (1) In this Act (except sections 68 to 72) “agricultural holding” means the aggregate of the agricultural land comprised in a lease, not being a lease under which the land is let to the tenant during his continuance in any office, appointment or employment held under the landlord.
- (2) In this section and in section 2 of this Act, “agricultural land” means land used for agriculture for the purposes of a trade or business, and includes any other land which, by virtue of a designation of the Secretary of State under section 86(1) of the Agriculture (Scotland) Act 1948, is agricultural land within the meaning of that Act.

#### **2 Leases for less than year to year**

- (1) Subject to subsection (2) below, where, under a lease entered into on or after 1st November 1948, land is let for use as agricultural land for a shorter period than from year to year, and the circumstances are such that if the lease were from year to year the land would be an agricultural holding, then, unless the letting was approved by the Secretary of State before the lease was entered into, the lease shall take effect, with the necessary modifications, as if it were a lease of the land from year to year.
- (2) Subsection (1) above shall not apply to—
  - (a) a lease entered into (whether or not the lease expressly so provides) in contemplation of the use of the land only for grazing or mowing during some specified period of the year;
  - (b) a lease granted by a person whose interest in the land is that of a tenant under a lease for a shorter period than from year to year which has not by virtue of that subsection taken effect as a lease from year to year.

- (3) Any question arising as to the operation of this section in relation to any lease shall be determined by arbitration.

**3 Leases to be continued by tacit relocation**

Notwithstanding any agreement or any provision in the lease to the contrary, the tenancy of an agricultural holding shall not come to an end on the termination of the stipulated endurance of the lease, but shall be continued in force by tacit relocation for another year and thereafter from year to year, unless notice to quit has been given by the landlord or notice of intention to quit has been given by the tenant.