by the Agricultural Land Tribunal in certain cases where his immediate lessor has been given notice to quit by the landlord.

The regulations come into operation on 1st March, 1948, the date on which Part III of the Act comes into operation.

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## The Agriculture (Maintenance, Repair and Insurance of Fixed Equipment) Regulations, 1948

### 1948 No. 184

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|---|---|
| *Made - - - -* | *24th February*, 1948 |
| *Laid before Parliament* | *25th February*, 1948 |
| *Coming into Operation* | *1st March*, 1948 |

In pursuance of subsection (1) of section thirty-seven of the Agriculture Act, 1947(a) (hereinafter called " the said Act "), and of all other powers enabling him in that behalf, the Minister of Agriculture and Fisheries (hereinafter called " the Minister "), after consultation with such bodies of persons as appear to him to represent the interests of landlords and tenants of holdings, hereby makes the following regulations:—

**1.** The provisions set forth in the Schedule hereto relating to the maintenance, repair and insurance of fixed equipment, shall be deemed to be incorporated in every contract of tenancy of a holding, whether made before or after the commencement of Part III of the said Act, except in so far as they would impose on one of the parties to an agreement in writing a liability which under the agreement is imposed on the other:

Provided that where the interest of the landlord is held for the purposes of a Government department, or a person representing His Majesty or the Duke of Cornwall under sections forty-three to forty-five of the Agricultural Holdings Act, 1923(b), is deemed to be the landlord, or where the landlord has made provision approved by the Minister for defraying the cost of any such works of repair or replacement as are referred to in paragraph 2 of the Schedule hereto, the provisions of the said paragraph 2 requiring the landlord to insure against loss or damage by fire shall not apply.

**2.** The Interpretation Act, 1889(c), shall apply to the interpretation of these regulations as it applies to the interpretation of an Act of Parliament.

**3.**—(1) These regulations may be cited as the Agriculture (Maintenance, Repair and Insurance of Fixed Equipment) Regulations, 1948, and apply to England and Wales.

(2) These regulations shall come into operation on the first day of March, 1948.

In witness whereof the Official Seal of the Minister of Agriculture and Fisheries is hereunto affixed this 24th day of February, nineteen hundred and forty-eight.

(L.S.) *T. Williams.*

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(a) 10 & 11 Geo. 6. c. 48. (b) 13 & 14 Geo. 5. c. 9. (c) 52 & 53 Vict. c. 63.

## SCHEDULE

MAINTENANCE, REPAIR AND INSURANCE OF THE FIXED EQUIPMENT OF A HOLDING

Part I. *Rights and Liabilities of the Landlord*

1.—(1) To execute all repairs and replacements to the undermentioned parts of the farmhouse, cottages and farm buildings, namely:—main walls and exterior walls, including walls of open and covered yards and garden walls (whether constructed of brick, stone, timber or other material) but excluding the interior covering of exterior walls save where such interior covering is affected by structural defect of the wall; roofs, including eaves-guttering and downpipes (tenant supplying straw and reed for thatching); and floors, doors and windows (excepting glass, locks and fastenings); provided that in the case of repairs and replacements to floor-boards, doors, windows, eaves-guttering and downpipes, the landlord may recover one half of the reasonable cost thereof from the tenant.

(2) To execute all repairs and replacements to the water mains, the sewage disposal systems (excepting the cleaning thereof and excepting the drains) and to the structure of reservoirs or pump houses of a water supply system.

2. To keep the farmhouse, cottages and farm buildings insured to their full value against loss or damage by fire and to execute all works of repair or replacement to the farmhouse, cottages and farm buildings necessary to make good damage by fire, being damage not due to the wilful act or negligence of the tenant.

3. As often as may be necessary in order to prevent deterioration, and in any case at intervals of not more than five years, properly to paint with at least two coats of a suitable quality or properly and adequately to gas-tar or creosote all outside wood and ironwork (including the inside of all external doors and windows which open outward) of the farmhouse, cottages and farm buildings which have been previously painted, gas-tarred or creosoted, or which it is necessary so to paint, gas-tar or creosote: provided that in respect of doors, windows, eaves-guttering and downpipes the landlord may recover one half of the reasonable cost of such work from the tenant, subject nevertheless to the provisions of sub-paragraph (2) of paragraph 12 hereof.

4.—(1) The landlord shall be under no liability to execute repairs or replacements or to insure buildings or fixtures which are the property of the tenant, or to execute repairs or replacements rendered necessary by the wilful act or negligence of the tenant, or any members of his household or his employees.

(2) If the tenant fails to execute repairs for which he is liable under paragraphs 5, 6 and 7 hereof within one month of receiving from the landlord a written request specifying the necessary repairs and calling on him to execute them, the landlord may enter and execute such repairs and recover the reasonable cost from the tenant forthwith.

Part II. *Rights and Liabilities of the Tenant*

Except in so far as such liabilities fall to be undertaken by the landlord under Part I hereof:

5. To repair and to keep and leave clean and in good tenantable repair, order and condition, the farmhouse, cottages and farm buildings together with all fixtures and fittings, drains, sewers, water supplies, pumps, fences, live and dead hedges, gates, field walls, posts, stiles, bridges, culverts, ponds, water courses, ditches, roads and yards in and upon the holding, or which during the tenancy may be erected or provided thereon, and to keep clean and in good working order all roof valleys, eaves-guttering and downpipes, gulleys and grease-traps; and also to use carefully so as to protect from wilful, reckless or negligent damage all items for the repair of which the landlord is responsible under paragraph 1 hereof, and also to report in writing immediately to the landlord any damage, however caused, to items for the repair of which the landlord is responsible.

6. To replace or repair and, upon replacement or repair, adequately to paint, gas-tar or creosote as may be proper, all items of fixed equipment, and to do any work, where such replacement, repair or work is rendered necessary by the wilful act or negligence of the tenant or any members of his household or his employees.

7. As often as may be necessary, and in any case at intervals of not more than seven years, properly to clean, colour, whiten, paper and paint with materials of suitable quality the inside of the farmhouse, cottages, and buildings which have been previously so treated, and in each year of the tenancy to limewash the inside of all farm buildings which previously have been limewashed.

8. Notwithstanding the general liability of the landlord for repairs and replacements, to renew all broken or cracked tiles or slates and replace all slipped tiles or slates from time to time as the damage occurs, but so that the cost shall not exceed five pounds in any one year of the tenancy.

9. To cut out and lay a proper proportion of the hedges in each year of the tenancy so as to maintain them in good and sound condition.

10. To dig out, scour and cleanse all ponds, water courses, ditches and grips, as may be necessary to maintain them at sufficient width and depth, and to keep clear from obstruction all field drains and their outlets.

11. To provide free of charge suitable straw or reed for the repair or renewal of thatch.

12.—(1) If the last year of the tenancy is not a year in which such cleaning, colouring, whitening, papering and painting as is mentioned in paragraph 7 hereof is due to be carried out, the tenant shall then pay to the landlord at the end of such last year one-seventh part of the estimated reasonable cost thereof in respect of each year that has elapsed since such last cleaning, colouring, whitening, papering and painting as aforesaid; and in such a case, the landlord shall pay to the tenant at the time of the next subsequent occasion that such work is carried out, the reasonable cost thereof less one-seventh part in respect of each year that has elapsed since the commencement of the tenancy.

(2) If the last year of the tenancy is not a year in which the landlord is liable, under paragraph 3 hereof, to paint, gas-tar or creosote the doors, windows, eaves-guttering and downpipes of buildings, the tenant shall then pay to the landlord at the end of such last year one-tenth part of the estimated reasonable cost thereof in respect of each year that has elapsed since such last painting, gas-tarring or creosoting as aforesaid; and in such a case, the landlord shall be entitled to recover from the tenant at the time of the next subsequent occasion that such work is carried out, one-tenth part only of the reasonable cost thereof in respect of each year that has elapsed since the commencement of the tenancy.

(3) In the assessment of any compensation payable by an outgoing tenant in respect of dilapidations, any accrued liability under the two preceding sub-paragraphs shall be taken into account.

13. If the landlord fails to execute repairs which are his liability within three months of receiving from the tenant a written request specifying the necessary repairs and calling on him to execute them, the tenant may execute such repairs and, except to the extent to which under the terms of Part I hereof the tenant is liable to bear the cost, recover the reasonable cost from the landlord forthwith.

Part III. *General Proviso*

14. Nothing contained in Part I or Part II hereof shall create any liability, on the part of either landlord or tenant:

(1) to maintain, repair or insure any item of fixed equipment which is obsolete, and which the landlord and the tenant agree in writing that neither party shall be liable to maintain, repair or insure;

(2) to execute any work if and so far as the execution of such work is rendered impossible (except at prohibitive or unreasonable expense) by reason of subsidence of any land or by the blocking of outfalls which are not under the control of either the landlord or the tenant.

## EXPLANATORY NOTE

*(This Note is not part of the Regulations, but is intended to indicate their general purport.)*

Section 37 (1) of the Agriculture Act, 1947, empowers the Minister of Agriculture and Fisheries, after consultation with such bodies of persons as appear to him to represent the interests of landlords and tenants of holdings, to make regulations prescribing terms as to the maintenance, repair and insurance of fixed equipment, which are to be deemed to be incorporated in every contract of tenancy of an agricultural holding. These terms are set forth in the Schedule to the present regulations. They divide between the landlord and tenant of a holding the responsibility for maintaining, repairing and insuring the fixed equipment, and impose upon each party certain specific liabilities in that regard. They do not apply where an agreement in writing is in existence or is made which imposes on one of the parties to the agreement a liability which the prescribed terms would impose on the other. Where, however, an agreement in writing, whether made before or after the commencement of Part III of that Act, substantially modifies the rights and liabilities of the parties under these regulations, it is open to either party to refer the matter to arbitration under Section 37 (2). On such a reference the arbitrator must consider whether the substantial modifications are justifiable having regard to the circumstances of the holding and of the landlord and tenant. If he considers they are not justifiable he may vary the existing terms of the agreement with respect to the maintenance, repair and insurance of fixed equipment in such manner as seems to him to be just and reasonable between landlord and tenant and make any consequential adjustment in the rent.

The regulations come into operation on 1st March, 1948, the date on which Part III of the Agriculture Act, 1947, comes into operation.

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# The Agriculture (Making of Representations) Regulations, 1948

## 1948 No. 191

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|---|---|
| *Made - - - -* | *24th February*, 1948 |
| *Laid before Parliament* | *25th February*, 1948 |
| *Coming into Operation* | *1st March*, 1948 |

The Minister of Agriculture and Fisheries, in pursuance of subsections (3) and (4) of section one hundred and four of the Agriculture Act, 1947(a), and of all other powers enabling him in that behalf, hereby makes the following regulations:—

**1.** Where the Minister has given to any person a notice specifying any action proposed to be taken and informing him of his right to make representations, that person may within ten days from the date of the giving of such notice make representations to the Minister in writing, by serving on the Secretary of the Committee a statement setting forth in detail the matters which he desires the Minister to consider before taking the action in question.

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(a) 10 & 11 Geo. 6. c. 48.