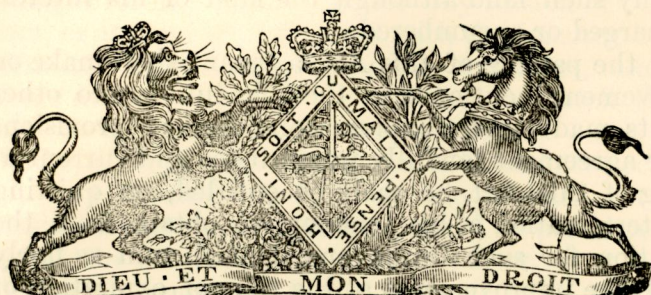


This PUBLIC BILL originated in the LEGISLATIVE ASSEMBLY, and, having this day passed, is now ready for presentation to the LEGISLATIVE COUNCIL for its concurrence.

*Legislative Assembly Chamber,
Sydney, 13 February, 1894. }*

*F. W. WEBB,
Clerk of the Legislative Assembly.*

New South Wales.



ANNO QUINQUAGESIMO SEPTIMO

VICTORIÆ REGINÆ.

No. .

An Act for amending the Law relating to Agricultural Holdings.

BE it enacted by the Queen's Most Excellent Majesty, by and with the advice and consent of the Legislative Council and Legislative Assembly of New South Wales in Parliament assembled, and by the authority of the same, as follows:—

5 1. This Act may be cited as the "Agricultural Holdings Act of Short title, 1894."

2. In this Act,—

"Compensation" shall mean compensation payable under this Act. Interpretation.

10 "Determination of tenancy" shall mean the cesser of a tenancy by effluxion of time or from any other cause.

"Holding" shall mean any parcel of land held by a tenant under a landlord, being either wholly agricultural or wholly pastoral, or in part agricultural, and as to the residue pastoral, but not in any case less in area than five acres, as to the purposes for which it is used by the tenant.

15 "Tenant" means the holder of any such land under a contract of tenancy.

20 "Landlord" means the person for the time being entitled to possession of any such land subject to a contract or tenancy, or entitled to receipt of rent reserved by a contract of tenancy, whatever be the extent of his interest, and whatever charge or encumbrance there may be upon the land or his interest therein.

Agricultural Holdings.

“Contract of tenancy” means a letting of any such land for a term of years, or for lives, or for lives and years, or from year to year.

5 “District Court” in relation to a holding means the District Court within the district whereof the holding or the larger part thereof is situate.

10 “Absolute owner” means the owner or person capable of disposing by appointment or otherwise of the fee simple or whole interest in any such land although the land or his interest therein be charged or encumbered.

3. When, after the passing of this Act, a tenant shall make on his holding any improvement mentioned in the Schedule hereto other than any improvements made under express conditions or provisions contained in a lease or agreement lawfully in existence and current at 15 the time of the passing of this Act, he shall be entitled, on quitting his holding at the determination of his tenancy, to obtain from the landlord as compensation for such improvements such sum as fairly represents the value of the improvements at the time of expiration of such tenancy.

Tenant's title to compensation.

20 4. Compensation shall not be payable unless the tenant has, not more than three months nor less than two months before beginning to execute such improvements, given to the landlord notice in writing of his intention to make the improvements. And the landlord may within one month from the giving of such notice, deliver to the tenant 25 a dissent in writing to such intended improvements, and require the matter in difference to be referred to arbitration, and, thereupon, a reference may be had in manner provided by this Act—

Tenant to give notice of intended improvements.

(I) If the referees or umpire shall determine that the improvements specified in the tenant's notice, or some of them, will 30 increase the value of the holding to an incoming tenant and be suitable and desirable to the holding, they shall make an award accordingly, and the tenant shall be entitled to compensation for the improvements which he shall make in accordance with such award.

5 (II) If the referees or umpire shall determine that such improvements, or some of them, will not increase the value of the holding to an incoming tenant, and are unsuitable and undesirable improvements to the holding, the tenant shall not, if he executes any improvements which have been 40 disallowed, be entitled to any compensation therefor.

5. If the landlord and tenant agree on the terms as to compensation on which the improvements are to be executed, then the compensation so agreed upon shall be deemed to be substituted for compensation under this Act.

Parties may agree as to terms on which improvements are to be made.

45 6. If no such agreement shall be come to within one month after such award or where there is no such reference as in clause four provided, then within one month after, the notice shall have been given, the landlord may, unless the notice is previously withdrawn, undertake to execute the improvement himself, and may execute the 50 same accordingly in any reasonable and proper manner he shall think fit, and may charge the tenant interest after the rate of five pounds per centum per annum on the outlay incurred in executing the improvement, such interest to be payable and recoverable as rent in the same manner and at the same time as the rent in respect of the 55 holding is payable and recoverable.

If no agreement be come to, landlord may execute improvements and charge tenant rent.

7. In default of any such undertaking by the landlord within two months after the notice or award shall have been given, and also in the event of the landlord failing to comply with his undertaking with all reasonable despatch, the tenant may execute the improvements 60 himself, and shall in that case be entitled to compensation in respect thereof.

In default tenant may execute improvements.

Agricultural Holdings.

8. In ascertaining the amount of compensation payable to the tenant in respect of improvements, there shall be taken into account against such improvements—

Allowances to landlord against improvements.

5 (I) Any benefit which the landlord has given or allowed to the tenant in consideration of the tenant executing the improvements.

10 (II) Any sum due to the landlord from the tenant for rent or otherwise, and compensation to the landlord by way of damages for any waste, and for any breach of covenant, contract, or agreement connected with the tenancy committed or permitted by the tenant, and also any rates, taxes, or assessments due in respect of the holding to which the tenant is liable as between him and the landlord.

15 But a landlord shall not be entitled to have taken into account against compensation any waste or breach by the tenant in relation to a matter of husbandry or cultivation committed or permitted more than two years before the determination of the tenancy.

But no allowances for waste or breach committed more than two years.

20 9. Where an incoming tenant has paid to an out-going tenant any consideration for improvements, in respect of which a landlord would be liable under this Act to pay compensation on the determination of the tenancy, such incoming tenant shall be entitled on quitting the holding to obtain compensation in respect of such improvements in like manner (if at all) as the out-going tenant would have been entitled if he had remained tenant of the holding, and quitted the

Incoming tenant's claim for compensation reserved.

25 holding at the time at which the incoming tenant quits the same.

10. Notwithstanding anything in this Act, a tenant shall not be entitled to compensation under this Act unless two months at least before the determination of the tenancy he gives notice in writing to the landlord claiming compensation under this Act. When

30 a tenant gives such a notice, the landlord may before the determination of the tenancy, or within one month thereafter, give a counter notice in writing to the tenant claiming compensation under this Act. Every such notice and counter notice shall state as far as reasonably may be the particulars and amount of the intended claim.

Notice of intended claim.

35 11. The landlord and the tenant may agree on the amount and mode and time of payment of compensation to be paid to the tenant or to the landlord under this Act. If in any case they do not so agree the difference shall be settled by a reference.

Compensation agreed to or settled by reference.

40 12. Where there is a reference under this Act a referee or two referees and an umpire shall be appointed as follows:

Appointment of referee or referees and umpire.

(I) If the parties concur there may be a single referee appointed by them jointly.

45 (II) If before award the single referee dies, or becomes incapable of acting, or for seven days after notice from the parties, or either of them, requiring him to act, fails to act, the proceedings shall begin afresh as if no referee had been appointed.

(III) If the parties do not concur in the appointment of a single referee, each of them shall appoint a referee.

50 (IV) If before award one of two referees dies, or becomes incapable of acting, or for seven days after notice from either party requiring him to act fails to act, the party appointing him shall appoint another referee.

55 (V) Notice of every appointment of a referee by either party shall be given to the other party.

60 (VI) If for fourteen days after notice by one party to the other to appoint a referee or another referee, the other party fails to do so, then, on the application of the party giving notice, the District Court shall within fourteen days appoint a competent and impartial person to be a referee.

(VII)

Agricultural Holdings.

- (VII) Where two referees are appointed, then (subject to the provisions of this Act) they shall, before they enter on the reference, appoint an umpire.
- 5 (VIII) If before award an umpire dies or becomes incapable of acting, the referees shall appoint another umpire.
- (IX) If for seven days after request from either party the referees fail to appoint an umpire or another umpire, then, on the application of either party, the District Court shall, within 10 fourteen days, appoint a competent and impartial person to be the umpire.
- (x) Every appointment, notice, and request under this section shall be in writing.
13. The powers of the District Court under this Act relative to the appointment of a referee or umpire shall be exercisable by the 15 Judge of the Court having jurisdiction, whether he is without or within his district, and may by consent of the parties be exercised by the Registrar of the Court. Exercise of powers of District Court.
14. The delivery to a referee of his appointment shall be deemed a submission to reference by the party delivering it, and neither party 20 shall have power to revoke a submission or the appointment of a referee without the consent of the other. Mode of submission to reference.
15. The referee or referees or umpire may call for the production of any sample or voucher, or other document, or other evidence which is in the possession or power of either party, or which either party can 25 produce, and which to the referee or referees or umpire seems necessary for determination of the matters referred, and may take the examination of the parties and witnesses on oath, and may administer oaths and take affirmations; and if any person so sworn or affirming wilfully and corruptly gives false evidence he shall be guilty of perjury. Power for reference, &c., to require production of document, administer oaths, &c.
- 30 16. The referee or referees or umpire may proceed in the absence of either party where the same appears to him or them expedient, after notice given to the parties. Power to proceed in absence.
17. The award shall be in writing, signed by the referee or referees or umpire. Form of award.
- 35 18. A single referee shall make his award ready for delivery within twenty-eight days after his appointment. Two referees shall make their award ready for delivery within twenty-eight days after the appointment of the last appointed of them, or within such extended time (if any) as they from time to time jointly fix, by writing under 40 their hands, so that they make their award ready for delivery within a time not exceeding in the whole forty-nine days after the appointment of the last appointed of them. Time for award of referee or referees.
19. When two referees are appointed and act, if they fail to make their award ready for delivery within the time aforesaid, then 45 on the expiration of that time their authority shall cease, and thereupon the matters referred to them shall stand referred to the umpire. The umpire shall make his award ready for delivery within twenty-eight days after notice in writing given to him by either party or referee, of the reference to him, or within such extended time, if any, 50 as the Registrar of the District Court from time to time appoints on the application of the umpire or of either party made before the expiration of the time appointed by or extended under this section. Reference to and award by umpire.
20. The award shall not award a sum generally for compensation, but shall as far as reasonably may be specify— Award to give particulars.
- 55 The several improvements, acts, and things in respect whereof compensation is awarded, and the several matters and things taken into account under the provisions of this Act in reduction or augmentation of such compensation.
- 60 The time at which such improvements, act, or thing was executed, done, committed, or permitted. The

Agricultural Holdings.

The sum awarded in respect of each improvement, act, or thing ;
and

The sum laid out by the tenant on each improvement.

21. The costs of and attending the reference, including the Costs of reference.
5 remuneration of the referee, or referees and umpire, where the umpire
has been required to act, and including other proper expenses shall be
borne and paid by the parties in such proportion as to the referee or
referees or umpire appears just, regard being had to the reasonableness
or unreasonableness of the claim of either party in respect of amount
10 or otherwise, and to all the circumstances of the case. The award
may direct the payment of the whole or any part of the costs aforesaid
by the one party to the other. The costs aforesaid shall be subject to
taxation by the Registrar of the District Court on the application of
either party, but that taxation shall be subject to review by the Judge
15 of the District Court.

22. The award shall fix a day not sooner than three months after Day of payment.
the delivery of the award for the payment of money awarded for
compensation, costs, or otherwise.

23. A submission or award shall not be made a rule of any Submission not to
20 Court or be removable by any process into any Court, and an award be removable.
shall not be questioned otherwise than as provided by this Act.

24. Where the sum claimed for compensation exceeds one Appeal to District
hundred pounds, either party may within fourteen days after delivery Court.
of the award appeal against it to the Judge of the District Court.
25 And the Judge shall hear and determine the appeal, and may in his
discretion remit the case to be reheard as to the whole or any part
thereof by the referee or referees or umpire, with such directions as
he may think fit:

25. Where any money agreed or awarded or ordered on appeal Recovery of
30 to be paid for compensation, costs, or otherwise is not paid within compensation.
fourteen days after the time when it is agreed or awarded or ordered
to be paid, it shall be recoverable upon order made by the Judge of
the District Court as money ordered by a District Court under its
ordinary jurisdiction to be paid is recoverable.

35 26. The costs of proceedings in the District Court under this Costs in District
Act shall be in the discretion of the Court. Court.

27. Any notice, request, demand, or other instrument under Service of notice.
this Act may be served on the person to whom it is to be given either
personally or by leaving it for him at his last known place of abode,
40 or by sending it through the post in a registered letter addressed to
him there; and if so sent by post it shall be deemed to have been
served at the time when the letter containing it would be delivered in
ordinary course; and in order to prove service by letter it shall be
sufficient to prove that the letter was properly addressed and posted,
45 and that it contained the notice, request, demand, or other instrument
to be served.

28. A landlord on paying to the tenant the amount of compensa- Power for landlord
tion due to him under this Act may obtain from the District Court a on paying compen-
charge on the holding in respect thereof. The Court shall have power sation to obtain
50 on proof of the payment, and on being satisfied of the observance in charge.
good faith by the parties of the conditions imposed by this Act, to
make an order charging the holding with repayment of the amount
paid, or any part thereof, with such interest and by such instalments
and with such directions for giving effect to the charge as the Court
55 thinks fit. But where the landlord obtaining the charge is not
absolute owner of the holding for his own benefit, no instalment
or interest shall be made payable after the time when the improve-
ment in respect whereof compensation is paid shall, in the opinion
of the Court, be exhausted. The instalments and interest shall be

Agricultural Holdings.

charged in favour of the landlord, his executors, administrators, and assigns. The sum charged by the order of a District Court under this Act shall be a charge on the holding for the landlord's interest therein, and for all interest therein subsequent to that of the landlord, but so that the charge shall not extend beyond the landlord's interest where the landlord is himself a tenant of the holding.

29. Where the landlord is a person entitled to receive the rents and profits of any holding as trustee or otherwise than for his own benefit, the amount due from such landlord in respect of compensation, costs, or otherwise under this Act shall be charged and recovered as follows, and not otherwise:—

Trustee not to be personally responsible.

(I) The amount so due shall not be recoverable personally against such landlord, nor shall he be under any liability to pay such amount, but the same shall be a charge on and recoverable against the holding.

(II) If the landlord shall not, within three months after the time when the compensation was agreed, awarded, or ordered to be paid, pay to the tenant the amount due to him, then, after the expiration of such three months, the tenant shall be entitled, on application to the District Court, to obtain from the Court in favour of the tenant a charge on the holding to the amount of the sum due, and of the costs of obtaining the charges.

(III) The District Court shall, on proof of the tenant's title to have a charge made in his favour, make an order charging the holding or any part thereof with payment of the amount of the charge, including costs, with such interest, and by such instalments, and within such time, and with such directions for giving effect to the charge and the due payment thereof as the Court may think fit.

(IV) Every such order shall, on default being made in complying with the terms thereof, be enforceable in accordance with the directions contained in such order.

30. A tenant who has remained on his holding during a change of tenancy shall not thereafter, on quitting his holding at the determination of tenancy, be deprived of his right to compensation in respect of improvements by reason only that such improvements were made during a former tenancy, and not during the tenancy at the determination of which he is quitting.

Change of tenancy not to affect right to compensation.

31. Except as in this Act expressed, nothing in this Act shall take away, abridge, or prejudicially affect any power, right, or remedy of a landlord, tenant, or other person vested in or exercisable by him by virtue of any other Act or law, or under or in respect of any contract, or of any improvement, waste, emblements, tillages, fixtures, rents, rates, assessments, or other things.

General saving of rights.

SCHEDULE.

Drainage of land.

Erection, repair, or enlargement of buildings.

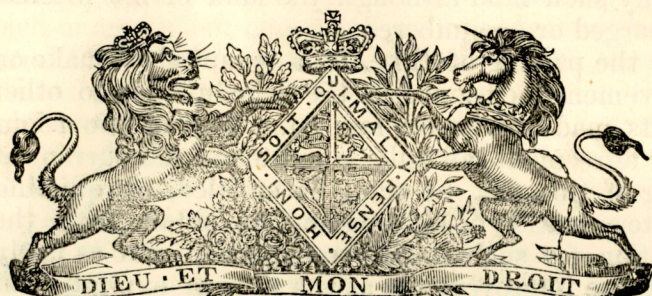
Making and repairs of fences.

This PUBLIC BILL originated in the LEGISLATIVE ASSEMBLY, and, having this day passed, is now ready for presentation to the LEGISLATIVE COUNCIL for its concurrence.

*Legislative Assembly Chamber,
Sydney, 13 February, 1894. }*

*F. W. WEBB,
Clerk of the Legislative Assembly.*

New South Wales.



ANNO QUINQUAGESIMO SEPTIMO

VICTORIÆ REGINÆ.

No. .

An Act for amending the Law relating to Agricultural Holdings.

BE it enacted by the Queen's Most Excellent Majesty, by and with the advice and consent of the Legislative Council and Legislative Assembly of New South Wales in Parliament assembled, and by the authority of the same, as follows:—

5 1. This Act may be cited as the "Agricultural Holdings Act of Short title. 1894."

2. In this Act,—

"Compensation" shall mean compensation payable under this Act. Interpretation.

10 "Determination of tenancy" shall mean the cesser of a tenancy by effluxion of time or from any other cause.

"Holding" shall mean any parcel of land held by a tenant under a landlord, being either wholly agricultural or wholly pastoral, or in part agricultural, and as to the residue pastoral, but not in any case less in area than five acres, as to the purposes for which it is used by the tenant.

15 "Tenant" means the holder of any such land under a contract of tenancy.

"Landlord" means the person for the time being entitled to possession of any such land subject to a contract or tenancy, or entitled to receipt of rent reserved by a contract of tenancy, whatever be the extent of his interest, and whatever charge or encumbrance there may be upon the land or his interest therein.

93—A

"Contract

Agricultural Holdings.

"Contract of tenancy" means a letting of any such land for a term of years, or for lives, or for lives and years, or from year to year.

5 "District Court" in relation to a holding means the District Court within the district whereof the holding or the larger part thereof is situate.

10 "Absolute owner" means the owner or person capable of disposing by appointment or otherwise of the fee simple or whole interest in any such land although the land or his interest therein be charged or encumbered.

3. When, after the passing of this Act, a tenant shall make on his holding any improvement mentioned in the Schedule hereto other than any improvements made under express conditions or provisions contained in a lease or agreement lawfully in existence and current at 15 the time of the passing of this Act, he shall be entitled, on quitting his holding at the determination of his tenancy, to obtain from the landlord as compensation for such improvements such sum as fairly represents the value of the improvements at the time of expiration of such tenancy.

Tenant's title to compensation.

20 4. Compensation shall not be payable unless the tenant has, not more than three months nor less than two months before beginning to execute such improvements, given to the landlord notice in writing of his intention to make the improvements. And the landlord may within one month from the giving of such notice, deliver to the tenant 25 a dissent in writing to such intended improvements, and require the matter in difference to be referred to arbitration, and, thereupon, a reference may be had in manner provided by this Act—

Tenant to give notice of intended improvements.

30 (I) If the referees or umpire shall determine that the improvements specified in the tenant's notice, or some of them, will increase the value of the holding to an incoming tenant and be suitable and desirable to the holding, they shall make an award accordingly, and the tenant shall be entitled to compensation for the improvements which he shall make in accordance with such award.

5 (II) If the referees or umpire shall determine that such improvements, or some of them, will not increase the value of the holding to an incoming tenant, and are unsuitable and undesirable improvements to the holding, the tenant shall not, if he executes any improvements which have been 40 disallowed, be entitled to any compensation therefor.

5. If the landlord and tenant agree on the terms as to compensation on which the improvements are to be executed, then the compensation so agreed upon shall be deemed to be substituted for compensation under this Act.

Parties may agree as to terms on which improvements are to be made.

45 6. If no such agreement shall be come to within one month after such award or where there is no such reference as in clause four provided, then within one month after, the notice shall have been given, the landlord may, unless the notice is previously withdrawn, undertake to execute the improvement himself, and may execute the 50 same accordingly in any reasonable and proper manner he shall think fit, and may charge the tenant interest after the rate of five pounds per centum per annum on the outlay incurred in executing the improvement, such interest to be payable and recoverable as rent in the same manner and at the same time as the rent in respect of the 55 holding is payable and recoverable.

If no agreement be come to, landlord may execute improvements and charge tenant rent.

7. In default of any such undertaking by the landlord within two months after the notice or award shall have been given, and also in the event of the landlord failing to comply with his undertaking with all reasonable despatch, the tenant may execute the improvements 60 himself, and shall in that case be entitled to compensation in respect thereof.

In default tenant may execute improvements.

Agricultural Holdings.

8. In ascertaining the amount of compensation payable to the tenant in respect of improvements, there shall be taken into account against such improvements—

Allowances to landlord against improvements.

5 (I) Any benefit which the landlord has given or allowed to the tenant in consideration of the tenant executing the improvements.

10 (II) Any sum due to the landlord from the tenant for rent or otherwise, and compensation to the landlord by way of damages for any waste, and for any breach of covenant, contract, or agreement connected with the tenancy committed or permitted by the tenant, and also any rates, taxes, or assessments due in respect of the holding to which the tenant is liable as between him and the landlord.

15 But a landlord shall not be entitled to have taken into account against compensation any waste or breach by the tenant in relation to a matter of husbandry or cultivation committed or permitted more than two years before the determination of the tenancy.

But no allowances for waste or breach committed more than two years.

20 9. Where an incoming tenant has paid to an out-going tenant any consideration for improvements, in respect of which a landlord would be liable under this Act to pay compensation on the determination of the tenancy, such incoming tenant shall be entitled on quitting the holding to obtain compensation in respect of such improvements in like manner (if at all) as the out-going tenant would have been entitled if he had remained tenant of the holding, and quitted the

Incoming tenant's claim for compensation reserved.

25 holding at the time at which the incoming tenant quits the same.

10. Notwithstanding anything in this Act, a tenant shall not be entitled to compensation under this Act unless two months at least before the determination of the tenancy he gives notice in writing to the landlord claiming compensation under this Act. When

Notice of intended claim.

30 a tenant gives such a notice, the landlord may before the determination of the tenancy, or within one month thereafter, give a counter notice in writing to the tenant claiming compensation under this Act. Every such notice and counter notice shall state as far as reasonably may be the particulars and amount of the intended claim.

35 11. The landlord and the tenant may agree on the amount and mode and time of payment of compensation to be paid to the tenant or to the landlord under this Act. If in any case they do not so agree the difference shall be settled by a reference.

Compensation agreed to or settled by reference.

40 12. Where there is a reference under this Act a referee or two referees and an umpire shall be appointed as follows :

Appointment of referee or referees and umpire.

(I) If the parties concur there may be a single referee appointed by them jointly.

45 (II) If before award the single referee dies, or becomes incapable of acting, or for seven days after notice from the parties, or either of them, requiring him to act, fails to act, the proceedings shall begin afresh as if no referee had been appointed.

(III) If the parties do not concur in the appointment of a single referee, each of them shall appoint a referee.

50 (IV) If before award one of two referees dies, or becomes incapable of acting, or for seven days after notice from either party requiring him to act fails to act, the party appointing him shall appoint another referee.

55 (V) Notice of every appointment of a referee by either party shall be given to the other party.

60 (VI) If for fourteen days after notice by one party to the other to appoint a referee or another referee, the other party fails to do so, then, on the application of the party giving notice, the District Court shall within fourteen days appoint a competent and impartial person to be a referee.

(VII)

Agricultural Holdings.

- (VII) Where two referees are appointed, then (subject to the provisions of this Act) they shall, before they enter on the reference, appoint an umpire.
- 5 (VIII) If before award an umpire dies or becomes incapable of acting, the referees shall appoint another umpire.
- (IX) If for seven days after request from either party the referees fail to appoint an umpire or another umpire, then, on the application of either party, the District Court shall, within fourteen days, appoint a competent and impartial person to be the umpire.
- 10 (x) Every appointment, notice, and request under this section shall be in writing.
13. The powers of the District Court under this Act relative to the appointment of a referee or umpire shall be exercisable by the Judge of the Court having jurisdiction, whether he is without or within his district, and may by consent of the parties be exercised by the Registrar of the Court. Exercise of powers of District Court.
14. The delivery to a referee of his appointment shall be deemed a submission to reference by the party delivering it, and neither party shall have power to revoke a submission or the appointment of a referee without the consent of the other. Mode of submission to reference.
15. The referee or referees or umpire may call for the production of any sample or voucher, or other document, or other evidence which is in the possession or power of either party, or which either party can produce, and which to the referee or referees or umpire seems necessary for determination of the matters referred, and may take the examination of the parties and witnesses on oath, and may administer oaths and take affirmations; and if any person so sworn or affirming wilfully and corruptly gives false evidence he shall be guilty of perjury. Power for reference, &c., to require production of document, administer oaths, &c.
16. The referee or referees or umpire may proceed in the absence of either party where the same appears to him or them expedient, after notice given to the parties. Power to proceed in absence.
17. The award shall be in writing, signed by the referee or referees or umpire. Form of award.
18. A single referee shall make his award ready for delivery within twenty-eight days after his appointment. Two referees shall make their award ready for delivery within twenty-eight days after the appointment of the last appointed of them, or within such extended time (if any) as they from time to time jointly fix, by writing under their hands, so that they make their award ready for delivery within a time not exceeding in the whole forty-nine days after the appointment of the last appointed of them. Time for award of referee or referees.
19. When two referees are appointed and act, if they fail to make their award ready for delivery within the time aforesaid, then on the expiration of that time their authority shall cease, and thereupon the matters referred to them shall stand referred to the umpire. The umpire shall make his award ready for delivery within twenty-eight days after notice in writing given to him by either party or referee, of the reference to him, or within such extended time, if any, as the Registrar of the District Court from time to time appoints on the application of the umpire or of either party made before the expiration of the time appointed by or extended under this section. Reference to and award by umpire.
20. The award shall not award a sum generally for compensation, but shall as far as reasonably may be specify— Award to give particulars.
- 55 The several improvements, acts, and things in respect whereof compensation is awarded, and the several matters and things taken into account under the provisions of this Act in reduction or augmentation of such compensation.
- 60 The time at which such improvements, act, or thing was executed, done, committed, or permitted. The

Agricultural Holdings.

The sum awarded in respect of each improvement, act, or thing ;
and

The sum laid out by the tenant on each improvement.

21. The costs of and attending the reference, including the Costs of reference.
5 remuneration of the referee, or referees and umpire, where the umpire
has been required to act, and including other proper expenses shall be
borne and paid by the parties in such proportion as to the referee or
referees or umpire appears just, regard being had to the reasonableness
or unreasonableness of the claim of either party in respect of amount
10 or otherwise, and to all the circumstances of the case. The award
may direct the payment of the whole or any part of the costs aforesaid
by the one party to the other. The costs aforesaid shall be subject to
taxation by the Registrar of the District Court on the application of
either party, but that taxation shall be subject to review by the Judge
15 of the District Court.

22. The award shall fix a day not sooner than three months after Day of payment.
the delivery of the award for the payment of money awarded for
compensation, costs, or otherwise.

23. A submission or award shall not be made a rule of any Submission not to
be removable.
20 Court or be removable by any process into any Court, and an award
shall not be questioned otherwise than as provided by this Act.

24. Where the sum claimed for compensation exceeds one Appeal to District
Court.
hundred pounds, either party may within fourteen days after delivery
of the award appeal against it to the Judge of the District Court.
25 And the Judge shall hear and determine the appeal, and may in his
discretion remit the case to be reheard as to the whole or any part
thereof by the referee or referees or umpire, with such directions as
he may think fit :

25. Where any money agreed or awarded or ordered on appeal Recovery of
compensation.
30 to be paid for compensation, costs, or otherwise is not paid within
fourteen days after the time when it is agreed or awarded or ordered
to be paid, it shall be recoverable upon order made by the Judge of
the District Court as money ordered by a District Court under its
ordinary jurisdiction to be paid is recoverable.

35 26. The costs of proceedings in the District Court under this Costs in District
Court.
Act shall be in the discretion of the Court.

27. Any notice, request, demand, or other instrument under Service of notice.
this Act may be served on the person to whom it is to be given either
personally or by leaving it for him at his last known place of abode,
40 or by sending it through the post in a registered letter addressed to
him there ; and if so sent by post it shall be deemed to have been
served at the time when the letter containing it would be delivered in
ordinary course ; and in order to prove service by letter it shall be
sufficient to prove that the letter was properly addressed and posted,
45 and that it contained the notice, request, demand, or other instrument
to be served.

28. A landlord on paying to the tenant the amount of compensa- Power for landlord
on paying compen-
sation to obtain
charge.
tion due to him under this Act may obtain from the District Court a
charge on the holding in respect thereof. The Court shall have power
50 on proof of the payment, and on being satisfied of the observance in Duration of charge.
good faith by the parties of the conditions imposed by this Act, to
make an order charging the holding with repayment of the amount
paid, or any part thereof, with such interest and by such instalments
and with such directions for giving effect to the charge as the Court
55 thinks fit. But where the landlord obtaining the charge is not
absolute owner of the holding for his own benefit, no instalment
or interest shall be made payable after the time when the improve-
ment in respect whereof compensation is paid shall, in the opinion
of the Court, be exhausted. The instalments and interest shall be
charged

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charged in favour of the landlord, his executors, administrators, and assigns. The sum charged by the order of a District Court under this Act shall be a charge on the holding for the landlord's interest therein, and for all interest therein subsequent to that of the landlord, but so that the charge shall not extend beyond the landlord's interest where the landlord is himself a tenant of the holding.

29. Where the landlord is a person entitled to receive the rents and profits of any holding as trustee or otherwise than for his own benefit, the amount due from such landlord in respect of compensation, costs, or otherwise under this Act shall be charged and recovered as follows, and not otherwise:—

Trustee not to be personally responsible.

(I) The amount so due shall not be recoverable personally against such landlord, nor shall he be under any liability to pay such amount, but the same shall be a charge on and recoverable against the holding.

(II) If the landlord shall not, within three months after the time when the compensation was agreed, awarded, or ordered to be paid, pay to the tenant the amount due to him, then, after the expiration of such three months, the tenant shall be entitled, on application to the District Court, to obtain from the Court in favour of the tenant a charge on the holding to the amount of the sum due, and of the costs of obtaining the charges.

(III) The District Court shall, on proof of the tenant's title to have a charge made in his favour, make an order charging the holding or any part thereof with payment of the amount of the charge, including costs, with such interest, and by such instalments, and within such time, and with such directions for giving effect to the charge and the due payment thereof as the Court may think fit.

(IV) Every such order shall, on default being made in complying with the terms thereof, be enforceable in accordance with the directions contained in such order.

30. A tenant who has remained on his holding during a change of tenancy shall not thereafter, on quitting his holding at the determination of tenancy, be deprived of his right to compensation in respect of improvements by reason only that such improvements were made during a former tenancy, and not during the tenancy at the determination of which he is quitting.

Change of tenancy not to affect right to compensation.

31. Except as in this Act expressed, nothing in this Act shall take away, abridge, or prejudicially affect any power, right, or remedy of a landlord, tenant, or other person vested in or exercisable by him by virtue of any other Act or law, or under or in respect of any contract, or of any improvement, waste, emblements, tillages, fixtures, rents, rates, assessments, or other things.

General saving of rights.

SCHEDULE.

Drainage of land.
Erection, repair, or enlargement of buildings.
Making and repairs of fences.