



Cleeve Prior Chroniclers

From The Worcester Chronicle April 1874 - Farm and Tenancy Agreements

THE WORCESTERSHIRE CHRONICLE, SATURDAY, APRIL 4, 1874.

FARM AGREEMENTS.

Never since the days of Mr. Philip Pusey has the question of tenant-right occupied such general attention as at the present time. Farmers' clubs and agricultural chambers have made it a standing dish of equal importance with local taxation and the malt tax. Would-be representatives have espoused the cause of the much-oppressed farmer on the hustings; and if the question comes before the House many are pledged to support legislative interference. Landlords had the notion that tenant-right was another word for landlord's wrong, whereas, within certain limits, compensation for unexhausted improvements insures the keeping up condition and tends to increased rental. The York Chamber of Agriculture, at their general meeting on the 12th, listened to the views of Mr. Lett, of Scrampton, which are the more entitled to consideration on account of the peculiar position he occupies as a leaseholder who has successfully defended an action by his landlord for alleged infringement of covenant. Most of our readers will remember the celebrated trial of *St. Quinten v. Lett*. It would be only natural that a man in such a position should have adopted extreme views as to tenant-right, and therefore his moderation is the more remarkable, and his views entitled to consideration. Mr. Lett commenced his address by pointing out that the form of agreement, though prepared for East Riding, was capable of alteration to suit different requirements. He regretted the fate of the Landlord and Tenant Bill, with much of which he agreed. The great fault in his opinion was, that it allowed too much compensation, and had frightened the landlords. If landlords thought tenant farmers were antagonistic to them, they made a great mistake. Mr. Lett would not allow compensation for artificial manures, believing that no artificial, excepting undissolved bones, remained in the land more than for one crop. He hoped the Chambers of Agriculture would exert themselves in bringing about compensation for unexhausted improvements, because it would benefit every class in the community—the tenant, by giving security for his capital invested in the soil, and causing him to improve



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his position; the landlord, because more justice could be done to the land; and the public, on account of the increased produce. The following is the draft agreement proposed by Mr. Lett, revised by the North Riding Chamber of Agriculture, and approved of by several other chambers:—

1. The tenancy is to continue from year to year, but may be terminated any year on the 5th day of April by a year's notice in writing, either by landlord or tenant.

2. The custom of the county is to hold, where it is not otherwise provided.

3. The winged game is to belong to the landlord, and he reserves to himself and to persons authorised by him, the right to enter upon the land for the purpose of taking ground and winged game and rabbits, and generally for the purpose of sporting. But the tenant is to have the concurrent right of taking hares by coursing, and rabbits by ferreting and digging. The tenant may place wire net, proof against the rabbits, round or across any land in his occupation where he finds it necessary for the protection of his crops.

4. The landlord reserves mines, quarries, timber, coppices, with right to dig, work, cut, and carry away, paying reasonable damages.

5. The landlord reserves to himself and his agents the right of entering upon the said farm and premises at a reasonable time to view the state of the buildings and fences, the course of cropping, and the general cultivation of the farm.

6. The tenant is to preserve the fruit trees, and replant such as are worn out. He is not to fell or injure, or cause to be felled or injured, any timber or coppice wood, under the penalty of three times their value, to be taken as



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ascertained damages.

9. The tenant is to forfeit to the landlord £5. for every ton of manure, hay, straw, fodder, turnips, or green crop removed from the farm without the consent of the landlord, or his agent, in writing.

10. The tenant, the year he receives or gives notice to quit, is not to grow a white corn crop on more than one-half of his tillage. The year of his termination of the tenancy, he shall be entitled to a following or off-going crop, according to the custom of the country [with this exception: The following or off-going crop shall be taken where turnips or any other root crop shall have been taken off the land in preference to anywhere else. No land where turnips or other root crop has been taken off shall be left for the on-coming tenant for corn. The on-coming tenant is to take the following crop at a valuation.]

11. The off-going tenant, in addition to the customary payment for manure and seed bill, is to be paid by the on-coming tenant for one-third of the value of the cake, of good quality, approved by the valuers, bought and consumed on the farm during his last year of tenancy; but that quantity is not to exceed the average quantity used on the farm during the three years previous to the notice to quit, provided the tenancy shall have continued so long, and, if not, then not exceeding the average used in the previous year or years of the tenancy. He is also to be entitled to one-sixth of the value of the cake consumed during the year previous to the notice of quit, provided it does not exceed the same average; but he must produce vouchers in both cases before being entitled to payment.

12. The off-going tenant, during the last year of his tenancy, shall allow the on-coming tenant or the landlord to enter upon the said farm on and after the 15th day of November, to plough any tillage land clear of crop upon which the following crop will not be taken, and shall allow sufficient stabling for horses for that purpose, if practicable in the judgment of the valuers.

13. The tenant is not to underlet the farm, or any part thereof, or to assign his take, or any part of it, without the landlord's consent in writing.

14. Immediately on the tenant taking possession of the farm, valuers for both landlord and tenant are to go over

the farm and note down the condition of the whole of the land (both arable and pasture), buildings, fences, gates, ditches, bridges, skyponds, and wells belonging to the said farm, and are to enter memoranda of their condition in two books, one of which is to be given to the landlord or his agent, and the other to the tenant, to be kept as a record of the condition of the farm.

15. At the expiration of the tenancy, valuers are again to go over the farm. If in better condition, they are to award to the off-going tenant compensation for his improvements; if in the same condition, there is to be neither compensation nor damages; but if the farm is in worse condition, then they shall award damages against



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the off-going tenant, which he is to pay to the on-coming tenant or the landlord, to such amount as the valuers shall determine.

16. The landlord or on-coming tenant is to allow the off-going tenant the then value, as ascertained by valuers, of any liming, claying, marling, or durable improvement; or of any draining, building, or permanent improvement, which the tenant may have made with the landlord's consent in writing, and for which he shall not have been previously compensated by a reduced rent, length of time, or otherwise.

17. If the off-going tenant shall have erected any buildings without the previous consent of the landlord or his agent, the landlord shall have the option of taking them at a valuation on the tenant's leaving; but if he decline to do so, then the off-going tenant shall have three months to remove the said buildings, and shall make good all damage caused by the erection and removal thereof.

18. Whether the word "valuer" or "valuation" is referred to, it is to be understood that one valuer is to be named by either party, with power to appoint an umpire in case of disagreement in the usual way.

19. The tenant is to have quiet enjoyment of the premises during the term, and to yield up possession at the end of his term in a quiet manner.

Here the game question is, we think, fairly met; the interests of the owner are preserved, and the tenant is protected from an excess of ground game, by having power to destroy hares and rabbits. There are many farmers who would prefer greater liberty, so as to be able to shoot; but the use of the gun would inevitably lead to misunderstandings. The clauses up to No. 10 need not be discussed, as they are common to most agreements. No. 10 restricts the tenant as to his corn crop the year before he leaves, and treats of the following crop; this latter varies according to custom; there are some counties where it does not exist at all. In such cases it may be necessary to have the last half-year's rent payable in advance, as the off-going crop is the landlord's security for rent. Clause No. 11 is very important; it will be seen that compensation is proposed in respect of the oilcake consumed during the year previous to the notice to quit, as well as for the fast



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year. This, we think is not necessary or desirable. Whenever the outgoing tenant has had a crop, it should wipe out all claim for compensation. Clauses 14 and 15 are very desirable, providing a simple method of deciding the vexed question of tenants' dilapidations. With regard to Clause 16, we would suggest a simple method of arriving at the necessary information which would relieve the valuers from giving any decision on a question of such difficulty as the value of permanent improvement. The lease or agreement should provide a certain tenant-right for different operations. Thus, to quote from an agreement with which we are familiar—The cost of leading building and draining materials, the labour of draining or building, to extend over six years; marling ten years; liming three years, &c. The tenant to give notice when such works are in progress, so that they may be inspected and approved of by the landlord or his agent; and full particulars supplied as to the cost of the same. Everyone will, we think, approve of Clause 17, which, however, would be more likely to apply to a lease than a yearly agreement. Mr. Lett's agreement is remarkable for the strict justice that it exhibits towards both parties; and, as a speaker at the meeting observed, it is an agreement that, at any rate as far as its main provisions go, ought to be sanctioned by every landlord and steward in England. —*The Field*.