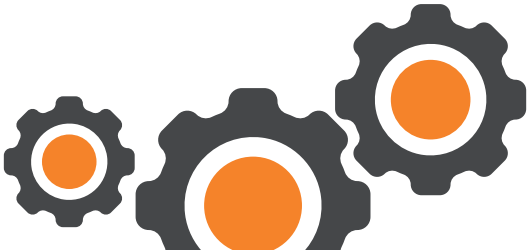


# Muir Watt & Moss: Agricultural Holdings

## 15th Edition

**General Editors:** Timothy Fancourt QC,  
Caroline Shea QC, Catherine Taskis, Emily  
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# Muir Watt & Moss: Agricultural Holdings

## 15th Edition

Of the two main types of agricultural tenancies (those subject to the Agricultural Holdings Act 1986 and those of the Agricultural Tenancies Act 1995), it is critical to know which (if either) applies because the rules governing issues such as repairs, compensation, succession, rent review, security of tenure and termination differ between the two. Muir Watt & Moss: Agricultural Holdings covers in detail all aspects of these tenancies under both regimes.

For the 15th edition of this authoritative work, much of the text has been re-written, including the whole of the section dealing with farm business tenancies under the 1995 Act and many other chapters dealing with 1986 Act tenancies. The editors have given a particular focus to the practically important topics of rent review, termination and succession of 1986 Act tenancies. The entire work has been completely revised and updated.

### New to this edition:

- Particular focus to the topics of rent review, termination and succession of 1986 Act tenancies
- The main statutory changes since the last edition are those introduced by the Regulatory Reform (Agricultural Tenancies)(England and Wales) Order 2006, which significantly enlarged the extent to which landlords and tenants can contract out of statutory rent reviews, limit the amount of compensation payable for tenant's improvements and contract out of the arbitration provisions for other disputes. The Order also makes changes to the rules governing when a post-August 1995 tenancy can be governed by the 1986 Act regime, all of these changes are considered within the new edition
- Considers the key changes introduced by the Deregulation Act 2015 in relation to the 1986 Act arbitration procedure, and also the ability of the parties to agree third party determination rather than arbitration
- Includes review of the provisions affecting a 1986 Act tenancy during its term, and miscellaneous matters arising under the AHA 1986 Act and the 1995 Act, including:
  - Comprehensive coverage of the new Model Clauses for fixed equipment under the AHA 1986
  - An extended consideration of termination of 1986 Act tenancies by Case B notice to quit, including the practical considerations arising where land is recovered for development
  - Treatment of the latest case law on service of notices

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- Includes the decision of Morgan J in *Well Barn Farming v Backhouse* [2005] 2 EGLR 1 on when the purported variation of an existing tenancy can have effect as a re-grant of a farm business tenancy
- The new edition brings the reader up-to-date with the latest authorities on the conversion of tenancies and licences into tenancies from year to year, including:
  - *Creasy v Sole* [2013] EWHC 1410 (Ch) – licence to crop a harvest does not amount to grant of exclusive possession
  - *Calcott v J. S. Bloor (Measham) Ltd* [1998] 1 W.L.R. 1490 - date of grant of contractual tenancy provides anniversary date of tenancy from year to year not what would have been the date at expiry of the contractual tenancy, when a tenancy for less than a full year is converted into a tenancy from year to year
  - *Davies v Davies* [2002] EWCA Civ 1791 - where a substantive obligation under an agreement is incapable realistically of being performed on an annual basis if the agreement were a tenancy from year to year, the necessary modifications will not be capable of being made and the agreement will for that reason be excluded from protection

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