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CHAPTER 237

SECURITY OF TENURE OF SMALL HOLDINGS

An Act relating to terms of tenure in respect of small holdings and for providing reasonable security of tenure for tenants thereof and for purposes incidental thereto or connected therewith. 1955-39.
1956-57.
1980-53.
L.N. 168/
1967.

[30th September, 1955] Commence-
ment.

1. This Act may be cited as the *Security of Tenure of Small Holdings Act*. Short title.

PART I

Preliminary

2. (1) For the purposes of this Act, the expression Inter-
pretation.
- “agriculture” includes forestry, horticulture and the use of land for any purposes of husbandry inclusive of the keeping or breeding of livestock, poultry or bees and the growing of vegetables, fruit and the like;
- “agricultural holding” means any parcel of land consisting of not more than 10 acres, with or without buildings thereon, which is comprised in a contract of tenancy made (whether or not such contract expressly so provides) in contemplation of the land being used for agricultural purposes to provide thereby a source of income for the tenant from the sale of agricultural produce;
- “building” includes any part of a building;
- “Committee” means a Small Holdings Committee established under section 16;
- “contract of tenancy” means a letting or sub-letting of land or agreement for letting or sub-letting land, for a term certain or for any periodic tenancy, and includes a licence to occupy land;

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“house-spot” means any parcel of land comprised in a contract of tenancy made (whether or not the contract of tenancy expressly so provides) in contemplation of the land being used solely as a site for a chattel building and the curtilage appurtenant thereto for the use of the tenant, as a dwelling or as a place of business;

“landlord” means any person for the time being entitled to receive the rents and the profits of any land;

“Minister” means the Minister responsible for Agriculture;

“rules of good husbandry” means,

(i) having regard to the character and location of an agricultural holding

(a) the maintenance in good order of such terraces, drains, barriers, bunds and hedges and the carrying out of such measures of contour cultivation and cropping as the Chief Agricultural Officer or his nominee consider to be the minimum standard necessary for the protection and conservation of the soil;

(b) the cultivation of the land in a husband-like manner and the maintenance of the fertility of the agricultural holding to the minimum standard considered necessary by the Chief Agricultural Officer or his nominee;

(c) the avoidance of any practice commonly known to have an effect harmful to the soil or which may lead to a reduction in the fertility of the agricultural holding;

(d) the control of pests, diseases and noxious weeds to the minimum standard considered necessary by the Chief Agricultural Officer or his nominee;

(e) the maintenance and clearing of drains and ditches other than those specified in paragraph (a);

(f) the maintenance and repair of buildings, fences, walls, gates, windbreaks and hedges;

(g) such other rules as may be made from time to time under this Act.

(ii) This definition shall not imply an obligation on the part of the tenant to carry out work described in paragraphs (e) and (f) unless

such work is required to be done by him under his contract of tenancy;

“tenant” means the holder of land under a contract of tenancy and includes the executors, administrators, assigns or other persons deriving title from a tenant.

(2) The designations of landlord and tenant shall continue to apply to the parties until the conclusion of any proceedings taken under or in pursuance of this Act in respect of compensation.

PART II

Contracts of Tenancy of Agricultural Holdings and House-spots

3. Subject to this Act, the provisions and stipulations in Part I of the First Schedule shall be terms or conditions of every contract of tenancy of an agricultural holding, and the provisions and stipulations in Part II of the First Schedule shall be terms or conditions of every contract of tenancy of a house-spot.

Terms to be implied in contracts of tenancy of agricultural holdings and house-spots. First Schedule.

4. (1) Subject to this Act, the tenancy of an agricultural holding or a house-spot shall not terminate until such time as it is determined by notice in accordance with Part III but shall continue until that time on the terms of the contract of tenancy relating thereto so far as the same are applicable.

Continuation of certain tenancies in absence of a notice terminating the tenancy.

(2) Subsection (1) shall not apply to any contract of tenancy created by a lease or agreement for a lease made in writing for a term greater than two years which does not contain any provision whereby either party may determine the contract of tenancy by less than six months' notice in any case other than that of non-observance or non-compliance with any of the provisions of the contract of tenancy.

5. Subject to this Act, whenever the tenant of an agricultural holding or a house-spot intends to leave the Island, he shall inform the landlord to this effect in writing and appoint an agent whose name and address he shall in the manner aforesaid communicate to the landlord.

Absence of tenant.

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Memo-
randum of
agreement.

6. (1) At the time of entering into a contract of tenancy of an agricultural holding or a house-spot or at any time during the continuance of a contract of tenancy of an agricultural holding or a house-spot, either the landlord or the tenant may require his tenant or landlord to sign a memorandum of agreement.

(2) Every memorandum of agreement shall be prepared in duplicate, the original to be kept by the tenant and the duplicate by the landlord and shall be attested by a Justice of the Peace.

(3) Every such original and duplicate shall be signed by the landlord and the tenant or their agents acting in that behalf and in addition by the person before whom they are attested.

Second
Schedule.

(4) The forms of memorandum of agreement contained in the Second Schedule shall be used with such variations as circumstances may require.

(5) Any costs incurred in the preparation of a memorandum of agreement shall be borne by the landlord or tenant who requires his tenant or landlord, as the case may be, to sign the same.

Memo-
randum of
agreement
exempted
from Stamp
Duty Act.
Cap. 91.

7. Notwithstanding anything to the contrary contained in the Stamp Duty Act, no stamp duty shall be payable upon any memorandum of agreement referred to in section 6.

Proof as to
memo-
randum of
agreement.

8. In all proceedings whatever concerning any memorandum of agreement referred to in section 6—

- (a) every fact contained in any duly executed original or duplicate of such memorandum of agreement shall be presumed to be true until the contrary be proven;
- (b) the signatures to the original or duplicate of such memorandum of agreement shall be presumed to be genuine until the contrary is proven.

Penalty for
inserting false
matter into,
forging or
signing
knowing to
be false,
memo-
randum of
agreement.

9. Any person who, with respect to a memorandum of agreement referred to in section 6—

- (a) knowingly and wilfully inserts or causes or permits to be inserted in any original or duplicate of such memo-

randum of agreement any false entry of any matter required to be inserted therein; or

- (b) forges or fraudulently alters any entry or signature in any original or duplicate of such memorandum of agreement; or
- (c) signs any original or duplicate of such memorandum of agreement which is false in any part thereof, knowing the same to be false,

shall, without prejudice to any other penalty, be guilty of an offence under this Act and shall, on conviction by a court of summary jurisdiction, be liable to a fine of two hundred and fifty dollars or to imprisonment for three months or to both such fine and such imprisonment.

10. Every landlord or tenant who, on being required so to do, refuses, without reasonable cause, to sign or cause to be signed on his behalf, any original or duplicate of a memorandum of agreement referred to in section 6, shall be guilty of an offence and shall be liable, on conviction by a court of summary jurisdiction, to a fine of twenty dollars and to a further fine of ten dollars for every month during which such refusal continues after conviction thereof.

Penalty imposed on a landlord or tenant for refusing to sign a memorandum of agreement.

PART III

Notices Terminating Tenancies of an Agricultural Holding or a House-spot

11. (1) Subject to this Act, either party to a contract of tenancy of an agricultural holding or a house-spot may terminate the tenancy by giving to the other party in accordance with this Act not less than six months' notice in writing of his intention so to do.

Determination of tenancies by six months' notice.

(2) In the case of a contract of tenancy of an agricultural holding, such notice of not less than six months shall expire on the thirty-first day of May next following the expiry of a period of six months after the giving of such notice:

Provided that any such notice given on the thirtieth day of

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November in any year shall expire on the thirty-first day of May in the following year.

(3) This section shall not apply to any contract of tenancy created by a lease or agreement for a lease made in writing for a term greater than two years which does not contain any provision whereby either party may determine the contract of tenancy by less than six months' notice in any case other than that of non-observance or of non-compliance with any of the provisions of the contract of tenancy.

(4) Nothing in this section shall be deemed to authorise either party to a contract of tenancy for a term certain to determine the contract of tenancy by notice at any date earlier than the contract for tenancy could have been so determined had this Act not been passed.

Determina-
tion of
tenancies in
other cases.

12. The tenancy of an agricultural holding or a house-spot may, notwithstanding anything to the contrary contained in section 11, be terminated—

(a) by the landlord without notice—

(i) where the tenant is convicted of larceny of agricultural produce or livestock or of being in possession of agricultural produce or livestock stolen or unlawfully obtained or of malicious damage to the property of the landlord or of some other tenant of the landlord or, in the case of a tenancy of an agricultural holding, where the tenant is serving a term of imprisonment exceeding one year;

(ii) where the tenant parts with the possession of, mortgages, assigns, sub-lets or otherwise alienates the agricultural holding or house-spot (except by will in favour of some member of his family) without the consent of the landlord previously obtained in writing;

(b) by the landlord by three months' notice given in accordance with this Act expiring with the expiration of three months from the date of service of the notice—

(i) where the tenant commits a breach of any term or condition of the contract of tenancy and the interests of the landlord are materially prejudiced thereby;

(ii) upon certificate by the Chief Agricultural Officer

or his nominee that the tenant of an agricultural holding is not cultivating such holding according to the rules of good husbandry and that the interests of the landlord are materially prejudiced thereby:

Provided that no such certificate shall be granted unless and until the tenant has been given, by notice in writing, a reasonable opportunity to remedy his default;

(iii) if any part of the rent payable in respect of the tenancy is in arrear for a period of three months or more or if any of the terms of the consideration for the contract of tenancy are not performed or observed by the tenant, and such non-observance or non-performance is due to the default of the tenant:

Provided that in the case of rent in arrear, if the tenant pays such rent to the landlord within the period of notice, then and in such case the notice shall be deemed to be cancelled and shall be of no force and effect;

- (c) by the tenant without notice where the landlord commits a breach of any term or condition of the contract of tenancy and the interests of the tenant are materially prejudiced thereby.

13. The forms of notice to terminate tenancies of an agricultural holding or a house-spot contained in the Third Schedule shall be used with such variations as circumstances may require.

Form of notice to terminate tenancies. Third Schedule.

14. Every notice to terminate the tenancy of an agricultural holding or a house-spot shall be in writing and signed by the landlord or, as the case may be, by the tenant or by the agent or solicitor of the landlord or tenant.

Signature to notices to terminate tenancies.

15. Service of a notice to terminate the tenancy of an agricultural holding or a house-spot may be effected either personally on the person to be served or by leaving the same with any adult person at the last known place of abode of the person to be served, or if the person to be served cannot be found and the place of his abode either is not known or admission thereto cannot be obtained, then by mailing it by registered post to the last known address of the person to be served or, if such person

Service of notices to terminate tenancies.

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is the tenant, then by posting the same on some conspicuous place on the agricultural holding or house-spot, as the case may be.

PART IV

Small Holdings Committees

Establishment and constitution of Committees.

16. (1) For the purposes of this Act, there shall be established for each of the several magisterial districts of this Island a committee to be called the Small Holdings Committee.

(2) Every Committee shall consist of the magistrate of the district in which it is established (or in the case of District A one of the magistrates of that district) and two other persons appointed from time to time by the Minister.

(3) The magistrate on each Committee shall be chairman of the Committee.

(4) Subject to subsections (6) and (7), the two persons appointed to each Committee shall hold office for such period, not exceeding three years, as the Minister may direct in the instrument appointing him a member of a Committee, but such person shall be eligible for re-appointment.

(5) In the event of any member appointed by the Minister being absent or unable to act as such member, the Minister may appoint some suitable person to act in the place of the member so absent or unable to act during such time as he is so absent or unable to act.

(6) Any member appointed by the Minister may, at any time, resign his office by notice in writing addressed to the chairman of the Committee, and upon the date of receipt by the chairman of such notice, the member so resigning shall cease to be a member of the Committee.

(7) The Minister may, at any time, revoke the appointment of any member appointed by him if he thinks fit so to do.

Procedure and meetings of the Committees.

17. (1) Each Committee shall meet at such times and places as the chairman may appoint and such meetings shall be open to the public.

(2) The chairman of each Committee shall preside at all meetings of the Committee.

(3) The chairman of each Committee shall cause written notice of the day of hearing of an application to be given to the applicant and to the other party to the application and the Committee shall then meet from time to time, with or without adjournment, until the application has been determined.

(4) Upon the hearing of any application, any attorney-at-law may appear on behalf of the applicant or the other party to the application.

(5) At the hearing of any application either party to the application may attend in person or if not present in person, may be represented by an agent authorised in writing in that behalf and he or his agent may give evidence on oath and may cause witnesses to give evidence on oath.

(6) The decision of a Committee shall be final and shall be the decision of the majority of members of the Committee:

Provided that in the event of the 3 members of any Committee being each of a different opinion, the opinion of the chairman shall be the decision of the Committee.

(7) All decisions of any Committee shall be announced by the chairman and shall be signified under the hand of the chairman.

(8) Subject to this Act and any rules, every Committee shall have power to regulate its own proceedings.

18. Where a notice authorised by section 11 to terminate the tenancy of an agricultural holding or a house-spot has been served, the landlord or tenant may, at any time within 1 month of service thereof, apply in the prescribed manner to the Committee for the magisterial district in which the land or part of the land affected by such notice is situate to have the tenancy of the agricultural holding or, as the case may be, the house-spot, referred to in such notice terminated on a day prior to the day appointed by such notice for the termination of the tenancy.

Power to apply to a Committee to reduce the period of a notice terminating the tenancy.

Functions
of Com-
mittees.

19. (1) It shall be the duty of every Committee to determine upon an application made under section 18 whether or not the period of a notice referred to in that section should be reduced and to award such costs as it thinks fit.

(2) Every Committee shall have power for the discharge of its duty under subsection (1)

(a) generally to take into account all such considerations as affect the contract of tenancy and the respective interests of the landlord and the tenant;

(b) without prejudice to the generality of paragraph (a), to take into account

(i) the conduct of the landlord and the tenant during the continuance of the contract of tenancy in respect of their respective obligations thereunder; and

(ii) the circumstances under which any contract of employment between the landlord and the tenant may have been terminated; and

(c) to impose conditions subject to which the period of the notice may be reduced. Such conditions may in appropriate cases provide for compensation for disturbance.

1980-53.

Cap. 239B.

Mistake as
to district.

(3) A Committee shall have all such powers as are necessary to perform any functions assigned to Committees pursuant to the *Tenancies Freehold Purchase Act*, or any other enactment.

20. The decision of a Committee shall have legal effect and shall not be arrested or set aside solely on the ground that the agricultural holding or house-spot to which it relates was not situated within the magisterial district for which such Committee was established.

Power of
Com-
mittees.

21. (1) The chairman of any Committee may summon any person whom he or the Committee thinks able to give evidence respecting any application to appear before the Committee, to be examined on oath or by affirmation in the prescribed form.

(2) The chairman of any Committee may call for the production of any documents in the possession or power of any person which he or the Committee thinks necessary for the determination of an application.

(3) Where any person after being summoned to appear

before a Committee or after being called upon to produce any documents in his possession or power—

- (a) neglects or refuses to appear before or to produce the document in question to the Committee issuing the summons at the time appointed for that purpose; or
- (b) appears but refuses to be sworn or to produce the document in question; or
- (c) refuses to answer any lawful question touching the matters under consideration,

the chairman of the Committee may exercise over such person the powers conferred on a magistrate under subsections (3) and (4) of section 93 of the Magistrates Jurisdiction and Procedure Act. Cap. 116.

22. The forms of summons to be used shall be such as may be prescribed, or to the like effect. Forms of summons.

23. Every summons shall be served on the person mentioned therein by delivering to him a copy thereof or by leaving a copy thereof with some adult person at his usual or last known place of abode in the Island. Service of summons.

PART V

Compensation

24. (1) Subject to this Act, where the tenant of an agricultural holding has carried out thereon any improvement comprised in the Fourth Schedule, he shall, whether the improvement was or was not an improvement which he was required to make by the terms of his tenancy, be entitled, at the termination of his tenancy, to obtain from the landlord as compensation for the improvement such sum as fairly represents the value of the improvement to an incoming tenant. Compensation for improvements. Fourth Schedule.

(2) In ascertaining the amount of the compensation payable to a tenant under this section, any sum due to the landlord in respect of—

- (a) rent;

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- (b) any breach of the terms and conditions of the contract of tenancy;
- (c) wilful or negligent damage committed or permitted by the tenant;
- (d) the value of any benefit (including a reduction of rent) which the landlord has given or allowed the tenant in consideration of the tenant executing the improvement;
- (e) any unpaid advances made to the tenant by the landlord,

shall be taken into account in reduction of the amount of compensation, and any sum due to the tenant from the landlord in respect of any breach of the contract of tenancy or otherwise in respect of the agricultural holding shall be added to the amount of compensation.

No compensation for improvements in certain cases. Fourth Schedule.

25. Subject to this Act, compensation under this Act shall not be payable in respect of—

- (a) any improvement, other than sugar-cane, comprised in the Fourth Schedule, unless the landlord of the agricultural holding has previously to the execution of the improvement consented in writing to the making of the improvement; or
- (b) any improvement commenced at any time after the tenant has been served with a notice authorised by sections 11 or 12, in any case where the tenancy is terminated in consequence of such notice.

Compensation for disturbance.

26. Without prejudice to section 24, the tenant of an agricultural holding or a house-spot shall be entitled to receive compensation for disturbance equivalent to not less than one year's rent of the agricultural holding or the house-spot, as the case may be, where the landlord—

- (a) by his conduct causes the tenant to quit the agricultural holding or the house-spot; or
- (b) in the case of an agricultural holding, without good and sufficient cause and for reasons inconsistent with the rules of good husbandry, terminates the tenancy by a notice authorised by sections 11 or 12.

27. Any—

- (a) landlord or tenant of an agricultural holding or their agents authorised in writing in that behalf; or Settlement of compensation.
- (b) person required by sections 42, 43 or 47 of the Landlord and Tenant Act to pay or receive— Cap. 230.
- (i) value for crops growing on land referred to in those sections; or
- (ii) compensation for such fruit trees or unexhausted farming works as are mentioned in those sections when established or done as required by those sections on land referred to therein,
- or such person's agent authorised in writing in that behalf,

may, within the time prescribed, apply in the prescribed form to the magistrate's court in its civil jurisdiction of the magisterial district in which is situate the agricultural holding or any part thereof or such land or any part thereof to have determined the amount (if any) to be paid by way of compensation under section 24 or the amount (if any) to be paid under sections 42, 43 or 47 of the Landlord and Tenant Act:

Provided that where a tenant of an agricultural holding is entitled to compensation under section 24, nothing in this Act or the Landlord and Tenant Act shall entitle him to receive in addition to such compensation any payments under sections 42, 43 or 47 of the Landlord and Tenant Act, for or in respect of any improvement comprised in the Fourth Schedule.

Fourth
Schedule.

28. (1) Every application under section 27 shall be heard by the magistrate sitting in the exercise of his civil jurisdiction and two arbitrators of whom one shall be nominated and appointed within the time prescribed by the landlord or his agent and the other nominated and appointed within such time by the tenant or his agent: Arbitration.

Provided that where either the landlord or the tenant or their agents fails within that time to appoint an arbitrator or an arbitrator so appointed after the expiration of that time dies or becomes incapable of acting or refuses to act, the magistrate shall nominate and appoint an arbitrator in his place.

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(2) Before any arbitrator enters into consideration of any matters referred to him, he shall in the presence of the magistrate take the prescribed oath or affirmation.

(3) On all questions arising at the hearing of the application as to title or law or practice or usage having the force of law, the opinion of the magistrate shall prevail, and there shall be no appeal therefrom save as in this Act provided.

(4) The rights and privileges conferred by subsections (4) and (5) of section 17 shall apply to proceedings under this section in like manner as they apply to proceedings before a Committee.

(5) The magistrate may summon any person whom he or the arbitrators may think able to give evidence to appear to be examined on oath or by affirmation in the prescribed form and may call for the production of any documents in the possession or power of any person which he or the arbitrators may think necessary for the determination of any question in dispute.

(6) Subsection (3) of section 21 shall apply to proceedings under this section in like manner as it applies to proceedings before a Committee, save that the exercise of the powers conferred by that subsection shall in proceedings under this section be exercised by the magistrate.

(7) After hearing the evidence and the addresses (if any) of counsel appearing on behalf of either the landlord or the tenant, the two arbitrators shall within the time prescribed make an award in such form as may be prescribed:

Provided that in the event of the arbitrators failing to make an award within the prescribed time, the magistrate shall make the award, but such award of the magistrate shall not vary the amount of any item that may have been agreed upon by the arbitrators.

(8) Every such award shall be final and shall be entered as a judgment of the magistrate's court in its civil jurisdiction notwithstanding that the sum awarded exceeds the jurisdiction of the court:

Provided that either the landlord or the tenant or their agents duly authorised in writing in that behalf may appeal to

the Supreme Court against an award on any ground of appeal which involves a question of law.

(9) The magistrate may respite execution of the award as a judgment of the court until such question of law shall have been considered and decided.

29. The amount of costs to be awarded in proceedings under section 28 shall alone be determined by the magistrate and he may direct to and by whom and in what manner these costs or any part thereof shall be paid. Costs.

30. No award made under section 28 shall be set aside for irregularity in matter of form nor shall any award be arrested or set aside solely on the ground that the agricultural holding, house-spot or other land to which it relates was not situate within the jurisdiction of the magistrate in whose court the application was lodged. Award not void for error in form of jurisdiction.

PART VI

Miscellaneous

31. (1) Before the commencement of the term of any contract of tenancy of an agricultural holding or a house-spot made after the 15th November, 1957, the landlord shall cause the boundaries of the agricultural holding or house-spot, as the case may be, to be clearly marked. Boundaries of agricultural holdings and house-spots to be marked.

(2) For the duration of the tenancy the tenant shall maintain the boundary marks in proper order.

(3) Any landlord or tenant who fails to comply with this section shall be guilty of an offence and shall be liable on conviction by a court of summary jurisdiction to a fine of twenty-five dollars.

32. (1) The Minister may make rules for giving effect to the purposes of this Act and in particular may make rules with respect to— Rules.

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- (a) the conduct of proceedings before a Committee or under section 28;
- (b) the time within which and the form in which appeals may be brought against an award made under section 28;
- (c) the fee to be paid and the sum to be entered into by way of recognisance where an appeal is lodged against an award made under section 28.

(2) All rules made under this section shall be subject to negative resolution.

Application to subsisting contracts of tenancy.

33. (1) Subject to this Act, this Act shall apply to any subsisting contract of tenancy.

(2) Sections 3, 5 and 12 shall not apply to any subsisting contract of tenancy and section 24 and paragraph (a) of section 25 shall not in reference to any subsisting contract of tenancy apply to any improvements commenced before the 15th November, 1957.

(3) For the purposes of this section, the expression "subsisting contract of tenancy" means any contract of tenancy entered into before the 15th November, 1957, and subsisting on that date.

Provisions of this Act to prevail.

34. Where any conflict or inconsistency arises between the provisions of this Act and the provisions of any other law affecting the relationship of landlord and tenant, this Act shall prevail.

s. 3.

FIRST SCHEDULE

PART I

Terms or Conditions to be implied in Contracts of Tenancy of an Agricultural Holding

1. The tenant shall—

- (a) pay the rent reserved on the rent days as agreed to by the parties;
- (b) pay and defray as and when due and payable all existing and future rates, taxes, assessments and outgoings, in respect of the agricultural holding payable by the tenant under the terms of the contract of tenancy;

- (c) permit the landlord, his servants and agents to enter upon the agricultural holding to examine the state and condition thereof and for all other reasonable purposes connected with the proper use and cultivation of the agricultural holding by the tenant;
- (d) farm, cultivate, manure and manage the entire holding in a good and husbandlike manner according to the rules of good husbandry and also keep the whole thereof in good heart and condition and not allow any part to become impoverished, injured or deteriorated by neglect or improper cultivation and keep the same clean and free from weeds;
- (e) not part with the possession of, mortgage, assign, sub-let or otherwise alienate the agricultural holding or any part thereof except by will in favour of some member of his family or except with the consent in writing of the landlord, which consent the landlord shall not unreasonably withhold;
- (f) not remove from the holding any earth, soil or manure or permit or suffer spoil or waste on any part of the agricultural holding;
- (g) not remove from the agricultural holding any stubble, cane tops, straw or trash but shall consume and return the same upon the land in the form of mulch, manure or compost;
- (h) yield up at the expiration of the tenancy the entire agricultural holding in such a state of cultivation and management as shall be in compliance with the tenant's obligations under the contract of tenancy.

2. The landlord shall permit the tenant on his paying the rent reserved and performing and observing the terms and conditions expressed or implied in the contract of tenancy peaceably and quietly to hold and enjoy the holding during the term of the tenancy without any interruption by the landlord or any person lawfully claiming from, under, or in trust for, the landlord.

PART II

Terms or conditions to be implied in contracts of Tenancy of a House-spot

1. The tenant shall—

- (a) pay the rent reserved on the rent days as agreed to by the parties;
- (b) pay and defray as and when due and payable all existing and future rates, taxes, assessments, and outgoings in respect of the house-spot payable by the tenant under the terms of the contract of tenancy;
- (c) permit the landlord, his servants and agents to enter upon the house-spot to examine the state and condition thereof and for all other reasonable purposes connected with the proper use of the house-spot;
- (d) not part with the possession of, mortgage or assign or sub-let or otherwise alienate the house-spot or any part thereof except by will in favour of some member of his family or except with the consent

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in writing of the landlord previously obtained, which consent the landlord shall not unreasonably withhold;

- (e) yield up at the expiration of the tenancy the entire house-spot in such order and condition as shall be in compliance with the tenant's obligations under the contract of tenancy.

2. The landlord shall permit the tenant on his paying the rent reserved and performing and observing the terms and conditions expressed or implied in the contract of tenancy, peaceably and quietly to hold and enjoy the house-spot during the term of the tenancy without any interruption by the landlord or any person lawfully claiming from, under, or in trust for, the landlord.

SECOND SCHEDULE

FORM OF MEMORANDUM OF AGREEMENT

Memorandum of Agreement signed pursuant to section 6 of the Security of Tenure of Small Holdings Act, Chapter 237, Laws of Barbados.

- 1. Name of landlord.....
- 2. Address of landlord.....
- 3. Occupation of landlord.....
- 4. Name of tenant.....
- 5. Address of tenant.....
- 6. Occupation of tenant.....
- 7. Date of commencement of tenancy.....
.....
- 8. Term of tenancy
- 9. Rent reserved
- 10. Rent payable on.....
- 11. Area of land rented.....
- 12. Boundaries of land rented.....
.....
.....
- 13. The purposes for which land rented.....
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