

SECTION 58.—AGRICULTURAL LANDLORD AND TENANT (TRIBUNAL PROCEDURE) REGULATIONS

*Regulations 13th Dec., 1967, 2nd July, 1968, 5th Dec., 1974, 16th June, 1976, 2nd Dec., 1977*

*Made by the Governor in Council*

*Short title*

1. These Regulations may be cited as the Agricultural Landlord and Tenant (Tribunal Procedure) Regulations.

*Interpretation*

2.—(1) In these Regulations, unless the context otherwise requires—

“appeal register” means a register of appeals maintained under the directions of the central agricultural tribunal;

“cause book” means the cause book maintained under the directions of a tribunal;

“reference” means any application for determination by a tribunal which has been accepted and authenticated under the provisions of these Regulations;

“secretary” means the secretary to a tribunal.

(2) For the purposes of regulations 3, 6, 7, 8, 10, 12, 13, 14, 16, 17, 19, 20, 25, 39, 40, 41 and 49, the expression “tribunal” shall include the central agricultural tribunal.

GENERAL

*Where no provision made by Regulations*

3. Where no provision is specified by the Act or by these Regulations for the procedure to be followed or the conduct of proceedings by the parties, their barristers or solicitors or agents before the tribunal, the provisions of the Magistrates’ Courts Rules shall be followed with such necessary alterations as may be necessary to meet the circumstances of the case:

Provided that the provisions of Orders V and XI of the said Rules shall always apply to proceedings before a tribunal.

*Forms*

4. The forms contained in the First Schedule may be used in all matters, causes and proceedings to which they are applicable, with such variations as circumstances may require.

*Central agricultural tribunal forms*

5. The forms to be used in relation to appeals to the central agricultural tribunal may be specified by that tribunal from time to time by notice in the Gazette.

6. The fees specified in the Second Schedule shall be paid by the party by which they are incurred:

Provided that the tribunal may for any good cause waive the payment of fees.

## DUTIES AND POWERS OF SECRETARY

### *Powers of secretary*

7.—(1) Where, by these Regulations, a tribunal may take any step or use any discretion or make or record any interlocutory (but not final) determination, such action may lawfully be taken by the secretary:

Provided that—

(a) anything he may do under the provisions of this regulation shall not be done except with the consent of all parties to a reference unless by these Regulations he is specifically empowered to act;

(b) he may assess costs or enter a consent order to a reference agreed by all parties thereto.

(2) Where in these Regulations anything may be done by the secretary, it may also be done by the tribunal employing such secretary.

(3) The certificate of a tribunal specifying the amount of compensation or damages, a certificate of costs or copies of the record of proceedings of a tribunal may be authenticated by the tribunal or the secretary thereto:

Provided that any decision of a tribunal shall be signed by the person appointed as such.

### *Secretary and clerk to magistrates*

8. Where a tribunal exercises any power of a magistrate's court of summoning and enforcing the attendance of witnesses and the production of documents, the secretary to a tribunal shall have the same duties and exercise the same powers as are had and exercised by the clerk to any magistrate.

## COSTS

### *Costs of legal practitioners*

9. Costs may be allowed to legal practitioners at the discretion of the central agricultural tribunal or a tribunal but may not exceed twenty-one dollars in relation to references to a tribunal.

### *Other costs*

10. Costs other than those allowed to legal practitioners may include—

(a) such disbursements as may be allowed on taxation before a magistrate's court including expenses of witnesses;

(b) charges or fees paid in relation to the obtaining of a certificate of husbandry from the Permanent Secretary for Agriculture or his nominee;

(c) survey fees not exceeding those contained in any scale prescribed under the provisions of the Surveyors' Act. *(Cap. 260.)*

*Assessment of costs*

11. Costs may be assessed by a tribunal or the secretary or in the case of an appeal in such manner as the central agricultural tribunal may direct.

EXTENSION OF TIME AND OTHER ORDERS

*Extension of time*

12.—(1) Request for any extension of time may be made to the tribunal.  
(2) Where such request relates to the filing of an application or an appeal it shall be accompanied by a completed form of application or other relevant form.

*General*

13. Notwithstanding the provisions of these Regulations, the tribunal may make any order which it considers necessary for doing justice whether such order has been expressly requested by the person entitled to the benefit of the order or not.

*Consolidation*

14. References or appeals pending before the tribunal may be consolidated in such manner as may be considered appropriate in accordance with the directions thereof.

*Consolidated determination as to separate references*

15. Even where no order of consolidation has been made, a tribunal may delay making a final order in any one or more references until other references are completed and may give a consolidated determination of any number of such references.

*Interpreters*

16. If during a hearing of any appeal or reference, any party, witness or other interested person is unable to understand the English language, a tribunal may direct a fit and proper person to attend and interpret the proceedings so far as may be necessary. Before so interpreting such person shall swear the following oath:—  
“I swear that I will well and truly interpret and explanation make of all such matters and things as shall be required of me to the best of my skill and understanding. So help me God”.

PROCEDURAL

*Filing of reference*

17.—(1) Every reference to a tribunal, or, in the case of references consolidated under the provisions of regulation 15, such consolidated references shall be recorded in a file to be called the “Reference File”.

(2) On each Reference File there shall be recorded the number of the reference or references allotted thereto.

*Access to records*

18.—(1) Any person may peruse the appeal register of the central agricultural tribunal or the cause book of a tribunal during ordinary office hours on payment of the fee specified in the Second Schedule.

(2) Any person directly affected by any determination may be given a certified true copy of the record of the proceedings of the tribunal on payment of the fees set out in the said Schedule.

*Reference void if altered without leave*

19. Any alteration of a document, form, certificate or notice issued by or authenticated by the tribunal without the consent thereof may render such document, form, certificate or notice liable to be declared void at the discretion of the tribunal issuing or authenticating such document, form, certificate or notice as aforesaid.

*Proof of service*

20.—(1) Service may be proved orally or by affidavit.

(2) Personal service may be proved by the officers or employees of the tribunal by the production of the signed acknowledgement of the service signed by the person served witnessed by the officer or employee in question.

*Time and service by registered post*

21. Where service is effected by registered post, time shall run against the parties served five days after the date of posting unless the secretary, in his discretion, shall allow and endorse any longer period upon the document to be served.

*Address for service*

22. All applicants and any interested party appearing on the reference must supply a tribunal with an address for service within Fiji and notice of any change of such address must be given in writing to the tribunal and to all other parties to the reference.

*Amendment of reference or defence*

23. The tribunal or a secretary may give leave to amend the application, reference or defence at any time on such terms as it considers just.

*Joinder of other parties*

24.—(1) The secretary may, if the justice of the case so requires, add other interested parties who may have a common interest in any such reference.

(2) In such a case the additional parties to be joined must, unless they otherwise have knowledge of the reference, be served with a notice of hearing as though it was a notice of hearing in the original application.

*Birth certificate may be required*

25. In any case where a tenant applies for a determination that his landlord is not entitled to terminate his tenancy the tribunal may require the landlord to produce his birth certificate and after such a requirement has been made no order can be made in his favour unless such certificate is produced before it.

*Commencement of reference*

26.—(1) Every reference shall be commenced by the filing of an application which shall be completed and filed together with the fee prescribed in the Second Schedule.

(2) At the time of filing the application the applicant shall present as many additional copies as may be necessary for service on the other interested parties or as the secretary may require.

(3) In order to file an application in accordance with the provisions of these Regulations the application must—

(a) be presented at the headquarters of a tribunal during ordinary office hours; or

(b) be sent by registered post addressed to the headquarters of a tribunal; or

(c) be presented at the office of a District Officer during ordinary business hours:

Provided that such filing shall not be made at a District Officer's Office if such office is less than 25 miles from the principal post office nearest to the headquarters of a tribunal.

(4) For the purpose of this regulation "headquarters" means the principal office of a tribunal specified by the Minister by notice in the Gazette.

*Duty of District Officer*

27.—(1) When an application is filed at the office of a District Officer it shall be the duty of that officer to cause to be recorded the date of such filing, the nature of the application and the names of the parties in a book kept for that purpose. He shall also cause to be recorded on the application the date on which it was presented.

(2) Forthwith thereafter the District Officer shall forward such application to the headquarters of the appropriate tribunal.

*Issue of references*

28.—(1) On receiving an application the secretary of a tribunal shall, if it has been properly filed and completed, place on the original and required copies of the application the authenticating stamp of the tribunal.

(2) The placing of such stamp on the original shall constitute the application as a reference.

*Appeal against secretary's refusal*

29.—(1) Any applicant to a tribunal who is aggrieved at the decision of a secretary to refuse to authenticate an application may appeal to the tribunal against such refusal.

(2) On such appeal the tribunal may reject the appeal, allow the appeal or allow the application to be amended, as it may consider just.

*Deemed date of application*

30. When an application is accepted as a reference it shall be deemed to have been made on the date on which it was presented or posted in accordance with these Regulations.

*Service of notice of investigation*

31.—(1) When a reference has been accepted, a tribunal shall cause a duplicate copy of the reference to be served upon other interested parties, if any.

(Amended by Regulations 2nd September, 1977.)

(2) Such service shall be accomplished at the secretary's discretion either by the applicant party or by a tribunal.

(3) Where service is to be effected by a tribunal the applicant may be asked to deposit with the tribunal a sum sufficient to meet the cost of such service.

*Notice of defence*

32. An interested party who wishes to defend the reference or make application for a counter-reference of his own shall file his defence or application setting out as fully as possible his grounds (and sufficient particulars thereof) within fourteen days of the service of a reference.

*Summary dismissal of reference*

33. Where, in the opinion of a tribunal, the reference discloses no bona fide right to the tribunal's intervention, the tribunal may, for reasons to be promulgated, after hearing the applicant, proceed directly to a final determination:

Provided that such decision shall be served by the tribunal on all the parties.

*Notice of hearing*

34.—(1) A tribunal shall, unless the reference or counter-reference is made *ex parte* or by the consent of all the interested parties concerned, not less than fourteen days after the service of the reference, or after the time limited for the service of any counter-reference or defence applied for or filed under regulation 32, cause a notice of the date, time and place fixed by it for investigating the application and counter-application (if any) to be served upon all interested parties.

(2) Such service shall be accomplished at the secretary's discretion either by the applicant party or by a tribunal.

(3) Where service is to be effected by a tribunal the applicant party may be asked to deposit with the tribunal a sum sufficient to meet the cost of such service.

*(Regulation inserted by Regulations 2nd September, 1977.)*

*Investigations*

35. On the day set down for the hearing of the reference the secretary shall ensure that all necessary details of the application and defence have been set out and may first encourage the possibility of the parties settling the reference with his assistance. *(Amended by Regulations 2nd September, 1977.)*

*Adjournments*

36. If the parties require an adjournment of the reference to attempt to work out a settlement, or for other good cause, a tribunal or the secretary may adjourn the reference to a new date on such terms as to costs as may be considered just.

*Hearing of references*

37. If the parties are unable to consent to a settlement of a reference a tribunal shall proceed to hear the reference on that or a later date as may be convenient:

Provided that the hearing of a disputed reference shall not continue and may be rejected unless an applicant first pays the hearing fees set out in the Second Schedule.

*Calculation of fees*

38. A separate fee shall be payable for each application and when a reference is set down for hearing, for each reference or counter-reference, notwithstanding that a number of references may be consolidated or heard together.

*Decision made in absence of a party*

39. Notwithstanding that the tribunal has regularly acted in the absence of one of the parties any determination obtained against a party in the absence of such party may, on sufficient cause shown, be set aside by the tribunal upon such terms as may seem just.

*Striking out of reference or appeal*

40. When on the day fixed for the hearing of a reference or an appeal all parties, having had proper notice thereof, fail to appear, the tribunal may postpone the hearing or strike it out.

*Relisting of reference struck out*

41. Any reference or appeal struck out may by leave of a tribunal striking it out be replaced on the hearing list on such terms as may be considered just.

## APPEALS

*Fees in relation to appeals to the tribunal*

42. The fees payable in relation to any appeal to the central agricultural tribunal shall be those set out in the Second Schedule.

*Notice of appeal*

43.—(1) The written notice of appeal shall contain a note of the decision appealed from and shall set out the parts of such decision being appealed and the grounds of the appeal.

(2) The appellant may, at any time, by leave of the appeal tribunal amend or add to the grounds of his appeal, upon such terms as the central agricultural tribunal may prescribe.

(3) The address for service given by the appellant and all interested parties to a tribunal from whose decision the appeal has been made shall be deemed to continue to be their address for service during the appeal unless notice is given in writing to the central agricultural tribunal and to all other parties.

*References to central agricultural tribunal*

44. After a reference file of a reference being appealed has been transmitted to the central agricultural tribunal, all applications in the proceedings shall be made directly to that tribunal:

Provided that in cases of urgency, a tribunal may make any interim order to prevent prejudice to the claims of any party pending an appeal, but any such order may be discharged or varied by the central agricultural tribunal.

*Notice of hearing of appeal*

45. The central agricultural tribunal shall give notice to all parties at their registered address for service of the time and place set down for the appeal and may determine an appeal notwithstanding the absence of any party who has been served with such notice of hearing.

*Costs of appeal*

46. The costs of an appeal may be assessed by the central agricultural tribunal or may, by order of such tribunal, be remitted either to a tribunal or to the secretary thereof for assessment. Any such assessment shall be final.

*Stay of eviction*

47. When an appeal is pending which has been brought by a tenant who has appealed against a determination by a tribunal that his landlord is entitled to terminate the tenancy granting an extension under section 13 or under the provisions of section 37 of the Act, such tenant shall not be evicted:

Provided that if such appeal fails the central agricultural tribunal may direct that the tenancy terminated on any day not being a day earlier than it would have terminated if no reference had been made to the tribunal and may make such order in relation to the tenant's rights over crops standing on the holding at that time or proceeds thereof as it shall think fit.

## REGISTRATION OF INSTRUMENTS OF TENANCY

*Registration procedure*

48.—(1) Instruments of tenancy which are not registrable under the provisions of the Land Transfer Act, shall be registered at the office of the Registrar of Titles.

(Substituted by Regulations 16th June, 1976.) (Cap. 131.)

(2) All documents for registration must be duly stamped as required by the Stamp Duties Act and be accompanied by the fee prescribed by the Registration Act.

(Cap. 205.) (Cap. 224.)

(3) All such documents shall conform to the size of 15" x 10" or as near thereto as may be approved by the Registrar of Titles and shall have a 2" margin.

(Substituted by Regulations 2nd July, 1968.)

*Responsibility for paying for instrument of tenancy*

49.—(1) The landlord shall be responsible for drawing up the instrument of tenancy or causing it to be drawn up, for stamping it or causing it to be stamped and for paying the necessary fee for registration and obtaining the registered copy.

(2) All reasonable costs so incurred may be passed on to the tenant by the landlord except for the registration fee and cost of obtaining a registered copy.

*Endorsements of instruments of tenancy*

50.—(1) A tribunal shall forward to the Registrar of Titles a note of all determinations relating to boundaries and maximum rent, for endorsement on the instruments of tenancy which have been registered.

(2) The Registrar of Titles need not be bound to accept for filing or endorsing any certificates of recommended improvements.



(3) For the prevention of fraud the Registrar of Titles will, where practicable enter a caveat on any title registered under the Land Transfer Act when an instrument of tenancy registered in the Deeds Registry under the Act applies to such title, registered as aforesaid. (Cap. 131.)

*Prescribed instrument of tenancy*

51.—(1) An instrument of tenancy shall conform with the requirements for registration and in addition to such other terms, not in conflict with any of the provisions of the Act, as the parties may agree, shall contain—

- (a) the names and addresses of the parties;
- (b) a sufficient description of the land including, where applicable, the certificate of title number of any larger parcel of which it forms part;
- (c) the size of the land in acres with a note stating whether it has been surveyed;
- (d) the terms of the tenancy;
- (e) the rent payable and the place where it shall be paid;
- (f) the amount of premium or payment for improvements provided by the landlord;
- (g) a term that all statutory conditions and covenants set out in section 9 (1) of the Act are implied and form part of the tenancy agreement;
- (h) a term setting out the requirements of section 9 (2) of the Act in full;
- (i) a note specifying that the instruments of tenancy must be registered as soon as practicable and that a registered copy of the instrument must be given forthwith to the tenant on registration,

and must also provide space for—

- (i) the endorsement of approval by the tribunal (share farming agreements under section 11 of the Act only);
- (ii) endorsement of maximum rent;
- (iii) endorsement of any determination of a tribunal as to boundaries;
- (iv) endorsement of any premium payable to the landlord on an extension of the tenancy in respect of improvements made to the land by the landlord with the consent of the tenant during the term of the expiring tenancy.

(2) The signature of any party to an instrument of tenancy shall be witnessed by one person who may not be the spouse of the person signing. In any case where the signatory does not understand the English language such witness must be sufficiently competent in English and a language understood by the signatory to properly certify having explained the tenancy agreement to him. If either party is illiterate he or she must sign by affixing their left thumb mark.

(3) The instrument of tenancy shall be in the form set out in the Third Schedule. *(Substituted by Regulations 2nd July, 1968.)*

(4) Notwithstanding the provisions of this regulation, any instrument of tenancy entered into before the commencement of the Act may be in the form in which it was originally made.

*Consents*

52. Notwithstanding anything herein provided to the contrary the Registrar of Titles shall not be put to enquiry in respect of any consents required under the Act, and the lodging of any registrable document under the provisions of the Act shall

be deemed to be prima facie evidence that all necessary consents have been obtained.

MISCELLANEOUS

*Description of land*

53. Whenever under the provisions of the Act and these Regulations it is necessary to describe a parcel of agricultural land not registrable under the Land Transfer Act such description shall include the certificate of title number of any freehold or registered leasehold of which it forms part, the lease number of any head lease and any local name for the land of the tikina in which it is situated. Reference should also be made to any prominent topographical feature.

*(Cap. 131.)*

*Nominee of Permanent Secretary*

54. The nomination of a nominee by the Permanent Secretary for Agriculture in relation to the Act shall be made in writing to a tribunal.

FIRST SCHEDULE

FORM 1

AGRICULTURAL LANDLORD AND TENANT ACT

Ref. No.....

CERTIFICATE OF MAXIMUM RENT

A determination of maximum rent was made by the tribunal on the \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_, as follows:—

Instrument of Tenancy No. ....	Description of land .....
Certificate of Title (if applicable) .....	.....
Area (if surveyed) .....	.....
Aproximate area (if no survey) .....	.....
Landlord at time of application .....	.....
.....	.....
Tenant at time of application .....	.....
.....	.....
Maximum rent .....	.....

Tribunal.

Date .....

FORM 2

AGRICULTURAL LANDLORD AND TENANT ACT

No. ....  
R.R. No. ....

CERTIFICATE OF COMPENSATION DAMAGES OR COSTS

Reference No. ....  
Instrument of Tenancy No. ....  
Landlord's name .....  
Tenant's name .....

In the determination of this reference it was ordered that the landlord/tenant should pay to the other party the following sum, being compensation for:—

Improvements .....	\$	c
Dilapidations .....		
Misrepresentation .....		
Costs .....		
Damages .....		
Compensation (section 18 (2)) .....		

Total ..... \$ \_\_\_\_\_

.....  
Tribunal.

Date .....

FORM 3

AGRICULTURAL LANDLORD AND TENANT ACT

No. ....  
Fee .....

R.R. No. ....

CERTIFICATE OF FAILURE BY TENANT TO OBSERVE THE RULES OF  
GOOD HUSBANDRY

I, ....., certify that I, being a person nominated by the Permanent Secretary for Agriculture under the provisions of the Agricultural Landlord and Tenant Act inspected the tenancy of ..... at ..... (Registered Instrument of Tenancy No. ....).

At the time of this inspection the tenant was/was not present (if not present state why he could not be there).

As a result of my inspection I found that the rules of good husbandry as set out in section 13 (2) of the Act have not been observed in that: (give details)

This is a certificate of failure only. If you consider that the rules of good husbandry have been observed, you should write "No certificate issued" in the space above. The fees are still payable.

This certificate is prima facie evidence of the facts stated in it. The maker may, however, be summoned by a tribunal to give evidence.

Authenticating stamp	Signed .....
	Post .....
	Date .....

Top copy for landlord.  
Duplicate for landlord to serve on tenant.  
Triplicate to be retained.

FORM 4

AGRICULTURAL LANDLORD AND TENANT ACT

No. ....  
Fee ....  
R.R. No .....

CERTIFICATE RECOMMENDING TENANT'S IMPROVEMENTS

I, ....., certify that I, being a person nominated by the Permanent Secretary for Agriculture under the provisions of the Agricultural Landlord and Tenant Act. inspected the tenancy of ..... at ..... (Registered Instrument of Tenancy No. ....) on the day of 19 .....

At the time of this inspection the landlord/landlord's agent ..... was/was not present.

As a result of my inspection I recommend the following improvements should be effected:

1. Clearing of the land.
2. Establishment of windbreaks.
3. Gully and watercourse measures.
4. Drainage.
5. Establishment of soil erosion control barriers.
6. Establishment of contour trench system.



THIRD SCHEDULE

STAMP DUTY	FIJI	No. .... Registration Fees \$ c
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AGRICULTURAL LANDLORD AND TENANT ACT

INSTRUMENT OF TENANCY

Name, residence, occupation or other description in full and if of Indian descent the father's name.  
(a) The landlord.  
(b) The tenant.

(a) I/We .....  
of .....  
.....  
(hereinafter called the landlord)  
hereby lease to  
(b) .....  
of .....  
.....  
(hereinafter called the tenant)  
all that piece of land being:

(c) Describe land and include sketch if desired on p. 4. Quote C.T. number if applicable.

(d) Method of payment.

to be held by the said .....  
as tenant for the term of .....  
years commencing on the ..... day of  
....., 19.... at the yearly rental  
of .....  
payable at ..... to .....  
as follows, that is to say:—By (d) .....  
payments on the ..... days of .....  
in every year that first of such payments to be made on the .....  
..... together  
Number .....  
Registered ..... at .....  
Reigstrar of Titles

(e) delete as necessary

Note—It is an offence to accept more than the stated premium

with the premium of ..... payable and (e)  
a further payment of ..... for  
improvements provided by the landlord and subject to the conditions and  
covenants implied by virtue of the Agricultural Landlord and Tenant Act, and also  
the following covenants and provisos, that is to say:—

Note—Any one or all of the covenants and provisos 1-9 may be deleted or amended and any other  
conditions or covenants not inconsistent with the Agricultural Landlord and Tenant Act may be added by  
consent of both parties

(1) Fruit trees growing on the demised land shall not be cut down without the  
written consent of the landlord.

(2) The whole or any portion of the demised land used for the grazing of stock shall be enclosed with good and substantial fencing so that all stock kept upon the land shall at all times be adequately fenced in to the satisfaction of the landlord.

(3) The tenant shall not obstruct in any way the free passage of any person over any public thoroughfare intersecting or adjoining the demised land and shall if required by the landlord so to do forthwith remove any crop or other obstruction placed by him on such public thoroughfare in contravention of this condition.

(4) The tenant shall not remove or dispose of by way of sale or otherwise any forest produce growing upon the demised land without the written consent of the landlord first had and obtained and subject to such conditions as to the payment of royalty or otherwise prescribed by the Forest Regulations as the landlord may direct.

(5) The tenant shall not fell trees or clear or burn off bush or cultivate any land within a distance of twenty-four feet from the bank of a river or stream or plant any crops within thirty-three feet of the centre of any public road or on a slope exceeding twenty-five degrees from the horizontal.

(6) The tenant shall keep the demised land clear of all refuse, rubbish, weeds and unsightly undergrowth to the satisfaction of the landlord.

(7) The tenant shall apply such measures to check soil erosion as may be required by the landlord in writing and shall maintain such measures to the satisfaction of the landlord:

Provided that any such measures qualifying as improvements under Part II of the Schedule to the Act shall have the recommendation of a nominee of the Permanent Secretary for Agriculture.

(8) The tenant shall not clear, burn off or cultivate or permit excessive grazing of the top twenty-five per cent of the hills (as measured vertically) which have a slope exceeding twenty-five degrees from the horizontal.

*Here include any other covenants and provisos desired by the parties which do not conflict with the provisions of the Agricultural Landlord and Tenant Act*

(9) The tenant shall bear, pay and discharge all existing and future rates, taxes or assessments, duties, impositions and out-goings whatsoever imposed or charged upon the demised premises or upon the owner or occupier in respect thereof or payable by either in respect thereof, landlords' property tax only excepted.

(10) This contract is subject to the provisions of the Agricultural Landlord and Tenant Act and may only be determined, whether during its currency or at the end of its term, in accordance with such provisions. All disputes and differences whatsoever arising out of this contract, for the decision of which that Act makes provision, shall be decided in accordance with such provisions.

I/We .....  
do hereby accept this instrument of tenancy.

Dated the ..... day of ..... 19.....

The signature/left thumb mark of .....

.....  
was made in my presence and I verily believe that such signature is  
of the proper handwriting/left thumb mark of the person described  
in the above instrument of tenancy as .....

.....  
Landlord

.....  
the landlord and I certify that I read over and explained the  
contents hereof to the landlord in the ..... language and he  
appeared fully to understand the meaning and effect thereof

.....  
Witness (f)

*If either party is illiterate he must sign by affixing his left thumb mark if possible. (f) and (g) Witnesses to be any person, not the spouse of the signatory, who (where applicable) is sufficiently competent in English and a language understood by the signatory to properly certify having explained the agreement*

The signature/left thumb mark of .....  
 .....  
 was made in my presence and I verily believe that such signature is .....  
 of the proper handwriting/left thumb mark of the person described ..... Tenant  
 in the above instrument above described as .....  
 .....  
 the tenant and I certify that I read over and explained the contents .....  
 hereof to the tenant in the ..... language and he appeared .....  
 fully to understand the meaning and effect thereof } Witness (g)

NOTES for landlords—

- S. 8 This Instrument of Tenancy must be registered as a deed with the Registrar of Titles as soon as practicable.  
 Instruments registrable as deeds may be sent duly stamped, to the Registrar of Titles. Fees payable are \$2 registration fee and 50c for a registered copy. You may post them if you live out of Suva but must give an address for the return of the registered copy.
- S. 10 A registered copy of this instrument must be given to the tenant forthwith or registration.

Endorsements—

1. MAXIMUM RENT CERTIFICATES OR REASSESSMENT OF RENT  
 (Section 32)

Date	Tribunal Ref. No.	Rent

2. BOUNDARIES (Section 21 (1) (i))

Date	Tribunal Ref. No.

3. PREMIUM ON EXTENSION (Section 14 (2))

End of original term \$  
 End of first extension \$

Controlled by Ministry of Agriculture and Fisheries