

## LAND UTILIZATION AND SETTLEMENT RULES, 1962

[L.N. 46/1962.]

### PART I – PRELIMINARY

1. These Rules may be cited as the Land Utilization and Settlement Rules, 1962.
2. In these Rules, unless the context otherwise requires, “the board” means the Land Development and Settlement Board constituted under section 167 of the Act; “lease” includes an agreement to lease.
3. Every application for participation in an approved settlement scheme shall be made in the appropriate form specified in the First Schedule to these Rules, and the applicant shall be required to satisfy the Board that he is—
  - (a) a resident of the Colony;
  - (b) an experienced farmer or that he is prepared to undergo a course of agricultural training to the satisfaction of the Board;
  - (c) in possession of financial resources adequate to enable him to undertake farming under the scheme in question;
  - (d) prepared to comply with such directions as the Board may give in respect of his farming operations; and
  - (e) that he has attained the age of twenty-one years.
4. The Board shall administer the following approved settlement schemes—
  - (a) the Tenant Farming Scheme, to which the provisions of rules 5 to 8 inclusive of these Rules shall apply;
  - (b) the Assisted Ownership Scheme, to which the provisions of rule 9 of these Rules shall apply.

### PART II – TENANT FARMING SCHEME

5. The Board may allot land and grant leases to tenant farmers selected by the Board, and every such lease shall, subject to such modifications as the Board may make in any particular case, contain inter alia the following conditions, which shall be deemed to be covenants in every such lease except, and in so far as they are excluded expressly or by necessary application—
  - (a) the term shall not exceed 35 years;
  - (b) the rent shall be payable half-yearly in arrear on 31st March and 30th September in each year, provided that the Board may, with the approval of the Minister, grant relief with regard to payment of rent;
  - (c) the Board may at any time during the currency of the lease effect at the Board’s expense any improvements which the Board may deem necessary, and may, by notice in writing given to the tenant farmer not later than six months after the completion of such improvements, increase the rent payable in succeeding years thereafter by an annual amount representing such percentage of the actual cost of the improvements not exceeding eight per centum thereof, as the Board shall specify in such notice;
  - (d) the tenant farmer shall not make any improvements on the land, whether at his own expense or otherwise, except with the written consent of the Board;
  - (e) the tenant farmer shall not make any alterations or additions to any buildings on the land except with the written consent of the Board;

- (f) the tenant farmer shall at his own expense maintain in good order, ditches, hedges, water-courses, culverts, shelter trees and other improvements on the land, and on any failure so to maintain or repair the Board may by its agents or servants enter upon the said land and carry out any work required in or towards such maintenance or repair, and the cost of so doing shall be recoverable from the tenant farmer;
- Provided that the Board may in its discretion bear the cost of repairing any structural failure in any building, or any improvement on the land;
- (g) the tenant farmer shall keep on the land such minimum number and type of livestock as the Board may require;
- (h) the tenant farmer shall manage the land according to the principles of good husbandry, to the satisfaction of the Board;
- (i) the tenant farmer shall plant and maintain such areas of trees of such types as he may be required to do so by notice in writing by the Board, and shall not without the permission of the Board cut or destroy any trees so planted and growing;
- (j) the tenant farmer shall personally occupy the land during the term of the lease and shall not sublet or in any way part with possession of any portion thereof or any building or part thereof, nor shall he sell or let any grazing to any labourer or other person whomsoever, whether for a consideration or not, nor depasture any livestock other than his own, without the written consent of the Board;
- (k) the tenant farmer shall not without the consent of the Board mortgage any part of his interest in the land or enter into any bill of sale or chattels mortgage over any movable property, crops or stock on the farm;
- (l) the Board may make such inspection of the land, buildings and farming operations as it shall think fit, and for this purpose shall by its agents or servants have access to the land at all reasonable times;
- (m) the tenant farmer shall pay the rent reserved and all rates, taxes, licences, fees and other outgoings payable either by the Board or the occupier in respect of the land and improvements;
- (n) the tenant farmer shall insure for such sum or sums as shall be approved in writing by the Board, with an insurance company approved by the Board, all movables and harvested crops on the land, and all improvements, against loss or damage by fire or otherwise, and shall effect such further insurance as may be required by law, and shall deliver the appropriate policy or policies, and receipts for premia, to the Board;
- Provided that the Board may at any time exempt him from the requirements to insure a particular movable, crop or improvement for the purposes of the lease;
- (o) no tenant farmer shall, except with the written consent of the Board, either personally or through a nominee, acquire or retain any interest in any land, farm or farming business other than the subject of the lease under the scheme in which he is participating;
- (p) the lease may be terminated by the tenant farmer giving to the Board twelve calendar months' notice in writing to that effect;
- (i) if the tenant farmer has for thirty days after any rental or other moneys became due by him made default in the payment thereof; or,
- (ii) if the tenant farmer has at any time during the currency of the lease made default in the observance or performance of any of the covenants or conditions contained or implied therein, or has been adjudged bankrupt or convicted of any criminal offence involving

moral turpitude, or has entered into any composition with his creditors, or if any execution be levied on his goods, chattels, stock or crops, or if possession thereof be taken under a bill of sale or chattels mortgage; or

- (iii) if the tenant farmer becomes mentally or physically incapable of carrying out the conditions of the lease or of managing his business of farming,

then in any of those events the Board may at any time thereafter re-enter upon the land or any part thereof in the name of the whole and thereupon the lease shall set determine, but without prejudice to any rights of the Board the accrued prior to such determination:

Provided that on the occurrence of any such disability as is referred to in subparagraph (iii) hereof the Board in its discretion and subject to such conditions as it may think fit to impose, grant a new lease of the land to the wife or any one child of the tenant farmer;

- (r) on the termination of the lease, otherwise than in pursuance of rule 7 of these Rules—
  - (i) all rent, loans and other moneys payable to the Board by the tenant farmer shall become due for payment, and the Board may set off any such moneys against any moneys due to the tenant farmer;
  - (ii) the Board shall credit the tenant farmer with an amount equal to the value of any improvements made by him at his expense in accordance with these Rules, as assessed at the time of termination by a valuer to be agreed upon between the Board and the tenant farmer, or failing such agreement, to be appointed by the Minister;
  - (iii) the Board may, at its option, take possession and sell or otherwise dispose of any livestock, chattels and growing or harvested crops in or upon the land, in which case it shall credit the tenant farmer with the value thereof, or may require the tenant farmer to remove from the land, within such reasonable period as it shall specify, any such livestock, chattels or crops; if the tenant farmer fails to remove the livestock, chattels or crops within the specified period, the Board may sell or otherwise dispose of the livestock, chattels or crops, in which case the net proceeds shall be credited to the tenant farmer, but the Board shall not be liable for any loss or damage whatsoever thereby occasioned: provided that the Board shall not by reason only of re-entering upon the land be deemed to have taken possession of any livestock, chattels or crops therein or thereupon. In this subparagraph the word "crops" does not include volunteer or selfsown crops or unimproved grassland.

(1) The Board may from time to time approve and make loans (to be known as settlement loans) to tenant farmers, for all or any of the following purposes—

- (a) to purchase stock, plant and other agricultural requirement;
- (b) to carry out farming operations generally;
- (c) to purchase at an agreed value all the improvements existing on the farm which have been made or paid for by the Board and which the Board considers to be of a permanent nature;
- (d) to effect any improvement which the Board considers will be of a permanent nature.

(2) Every loan granted in pursuance of this rule shall be repayable in equal half-yearly instalments together with interest at such rate as the Board may determine, over a period

not exceeding thirty-five years from the first day of April or the first day of October immediately preceding the grant of the loan, whichever is the later.

(3) The grant of a loan for improvement shall not preclude the Board from erecting further improvements at its own expense.

7. Notwithstanding the provisions of paragraph (a) of rule 5 of these Rules, the Board may in its discretion, any time, in writing—

- (a) permit a tenant farmer to purchase; or
- (b) grant the tenant farmer an option to purchase, subject to such terms and conditions as it shall specify and to there being no subsisting breach of any of the terms and conditions of the lease at the time of the exercise thereof, the whole estate or interest of the Board in the land the subject of the lease, at a premium determined in accordance with the provisions of rule 8 of these Rules.

(1) The premium on the acquisition of the estate or interest of the Board under rule 7 of these Rules shall be a sum equal to the value of such estate or interest at the commencement of the lease to the tenant farmer, as determined by the Board, plus the value, as at the date of the exercise of the option, of any improvements effected on land after the commencement of the lease at the expense of the Board, such value to be assessed by a value to be agreed upon between the Board and the tenant farmer, plus the cost (as certified by the Director of Surveys, whose certificate shall be conclusive) of any survey or re-survey of the land effected subsequent to the acquisition of such estate or interest as aforesaid by the Board and prior to the transfer of such estate or interest to the tenant farmer (whether or not such cost shall have been met by or debited against the Board).

(2) Such premium shall, unless otherwise agreed between the Board and the tenant farmer, be paid by the tenant farmer, either in the whole or as to such proportion as the Board may determine, in cash on completion of the acquisition by him, the balance (if any) to be paid by equal half-yearly instalments, together with interest at such rate as the Board may determine on such amount as shall from time to time remain outstanding, over a period not exceeding thirty-five years, the first of such instalment to be paid on the expiry of six months from completion of the acquisition.

(3) All costs of and incidental to the acquisition by the tenant farmer of the estate or interest of the Board as aforesaid (including conveyancing, registration and survey fees and stamp duty) shall be borne by the tenant farmer.

#### PART III – ASSISTED OWNERSHIP SCHEME

(1) The Board may make advances to owners of any estate or interest in land in the Colony and to persons who intend to acquire such estate or interest, for any of the following purposes—

- (a) to acquire land for farming (including the legal and other costs involved in such acquisition);
- (b) to purchase stock, plant and other agricultural requirements;
- (c) to carry out farming operations generally;
- (d) to effect improvements on land.

(2) The Board may require such security for advances as it deems necessary or desirable.

PART IV – GENERAL PROVISIONS RELATING TO ADVANCES

10. All advances under these Rules shall, subject to the provisions of the Act, be made on such terms and conditions as the Board may see fit to impose and shall, except as otherwise prescribed, be repayable in the case of an advance under the Tenant Farming Scheme or a guarantee under subsection (6) of section 173 of the Ordinance over a period not exceeding thirty-five years from the date of the lease, and in the case of an advance under the Assisted Ownership Scheme, over a period not exceeding thirty-five years from the date of issue of the advance.

11. All advances under these Rules shall be repayable in equal half-yearly instalments of capital and interest falling due on the 31st day of March and the 30th day of September in each year.

12. The balance outstanding on any advance under these Rules may be repaid at any time prior to the due date, and in that event the Board shall claim interest to the date of such repayment only.

13. Every notification to secure an advance by way of a charge on the chattels of an assisted owner or of a tenant farmer under Section 176 of the Act shall be in the form set out in the Second Schedule to these Rules.

14. Notwithstanding any provisions to the contrary under these Rules, the Board may, on the application of a borrower, agree to a suspension of the payment of capital instalments for an initial period not exceeding five years and the amounts accruing during any such period and remaining unpaid shall be deemed to be further advances under these Rules.

15. All advances under the Ordinance and these Rules shall, except as otherwise provided, bear interest at a rate to be determined by the Board.

STRICTLY

Original

CONFIDENTIAL

Duplicate

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FIRST SCHEDULE

[Rule 3.]

**FORM "A"**

LAND DEVELOPMENT AND SETTLEMENT BOARD

APPLICATION FOR PARTICIPATION IN AN APPROVED SETTLEMENT SCHEME

I,..... son of .....

(Full name in BLOCK letters)

of (address) ..... being a resident of the Scheduled Areas of the Colony hereby apply for participation in the Tenant Farming/Assisted Ownership Scheme and I undertake, if accepted, to comply faithfully with such directions as to training requirements and the adoption of sound farming practice as the Board may issue.

.....  
*Signature of Applicant.*

FIRST SCHEDULE, FORM "A"—continued

REFERENCES

Local Agricultural Subcommittee .....  
.....  
.....  
.....  
.....

Date .....  
Signature

One other person with knowledge of applicant .....  
.....  
.....  
.....  
.....

Date .....  
Signature

STATUTORY DECLARATION

I, ..... son of  
..... of (address)

do solemnly and sincerely declare and truly declare on oath (or) do solemnly, sincerely and affirm\*  
that the information given below relates to myself and is true:—

Date and place of birth .....

Married/Single .....

Children and ages .....

Nationality .....

If naturalized, date and place of naturalization and previous nationality .....

.....  
.....  
.....

\* Delete as necessary. The second form is the affirmation for persons objecting on religious grounds to taking an oath.

HISTORY

(1) Career other than farming .....  
.....  
.....  
.....

(2) Farming experience .....  
.....  
.....  
.....

[P.T.O.]

FIRST SCHEDULE, FORM "A"—continued

FINANCIAL RESOURCES

- (i) Cash .....
- \*(ii) Investments .....
- .....
- .....
- (iii) Private income .....
- \*(iv) Livestock (with values) .....
- \*(v) Implements (with values) .....
- \*(vi) Other assets .....
- Total capital resources .....
- Less: Liabilities .....
- Nett: Capital Resources .....

\* Attach separate schedule if necessary.

I make this Declaration conscientiously believing the same to be true and according to the Oaths and Statutory Declarations Act.

Signature of Applicant.

Declared at ..... in the district of ..... this ..... day of ....., 20 ..... before me .....

Magistrate, Justice of the Peace or Commissioner for Oaths

STRICTLY	Original
CONFIDENTIAL	Duplicate

FORM "B"

LAND DEVELOPMENT AND SETTLEMENT BOARD

APPLICATION FOR PARTICIPATION IN AN APPROVED SETTLEMENT SCHEME

- A. 1. Name ..... son of .....
- 2. Tribe .....
- 3. Postal Address .....
- 4. I wish to apply for a farm in .....
- .....
- 5. I certify that I have in CASH available for the purchase of the land and for working capital Shillings .....
- 6. I wish\*do not wish\* to take my cattle\*sheep\* to the new farm as follows:—
  - Cattle\* ..... Type .....
  - Sheep\* ..... Type .....

FIRST SCHEDULE, FROM "B"—*continued*

- 7. I have\* /have not\* attended an agricultural training course (details) .....
  - 8. I have experience in growing coffee \* /pyrethrum\*/tea\* and keeping grade cattle\*.
  - 9. I certify the above information is correct and that I am a resident of the Non-Scheduled Areas.
- Date ..... Applicant)
- B. The above named is known to me personally and is recommended\*/not recommended\* as a suitable candidate for an Assisted Owner Farm for the following reasons:—
- (a) Farming experience and ability .....
  - (b) Sense of responsibility over cash and marketing ability with reference to cash crops and dairy produce .....
  - (c) Any specialized knowledge of fruit or vegetable growing .....
- General Comments .....
- Date .....

.....  
*Divisional Officer*

\* Delete as necessary.

SECOND SCHEDULE

[Rule 13.]

AGRICULTURE ACT, 1955

(Revised Edition 1961)

NOTIFICATION OF ADVANCE

To,

The Registrar-General

In pursuance of section 176 of the Agriculture Act, 1955, this notification of advance (relating to the assisted owner/tenant farmer, advance and interest hereinafter specified) is, by the Land Development and Settlement Board, hereby delivered.

Name and address of assisted owner or tenant farmer	Land Reference Number of farm	Amount of Advance	Rate of Interest	Date of Advance

Date .....

.....  
*Chief Executive Officer,  
 Land Development and Settlement Board.*