

THE SHOOTING AND FISHING LEASES ORDINANCE 1966

Ordinance No. 9 of 1966

I assent,

12th May, 1966.

J. S. RENNIE,
Governor.

ARRANGEMENT OF SECTIONS

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An Ordinance

**To consolidate and amend the law relating to shooting
and fishing leases**

ENACTED by the Legislature of Mauritius, as follows-

1. Short title.

This Ordinance may be cited as the Shooting and Fishing Leases Ordinance, 1966.

2. Interpretation.

In this Ordinance-

"lease" means a lease under the provisions of this Ordinance;

"Minister" means the Minister of Agriculture and Natural Resources;

"year of the lease" means the period extending from the 8th of September in any one year to the 7th of September next ensuing.

3. Lease of shooting rights, etc. to be put up to auction.

(1) It shall be lawful for the Minister to order the lease of the right to shoot and go in pursuit of game and to fish, hunt or fowl on Crown Lands to be put up to public auction:

Provided that the Minister may order that tenders be called for the grant of any such lease and that the Government shall not be bound to accept the highest or any tender:

Provided further that the Minister may, without the necessity of such lease being put tip to auction or of tenders being called, grant any such lease on such terms and conditions as the Minister may approve.

- (2) For the purpose of securing the due observance by the adjudicates of a lease put up to public auction of the terms and conditions of such lease, the adjudicatee shall, immediately after the adjudication, deposit into the hands of the auctioneer a sum equal to one year's rent, or subscribe a security bond, together with two sureties, in a sum equivalent to one year's rent, and in default the adjudication shall be annulled and the lease put up to auction anew.
- (3) Any deposit made under the preceding subsection shall be refunded, or, if a security bond has been subscribed, such bond shall be null and void, at the expiry of the original lease or on termination thereof, but such deposit or bond shall be forfeited or estreated, as the case may be, if the adjudicatee fails to comply with the terms of the lease or if the lease is cancelled under the provisions of sections 5, 8 or 9 of this Ordinance.

4. Commencement of lease.

The date of commencement of a lease shall, where the lease is put up to public auction, be the date of the adjudication and shall, in any other case, be such date as may be fixed by the lessor.

5. Form and signing of deed of lease.

- (1) Every lease shall be witnessed by a deed drawn up in triplicate originals in the form set out in the Schedule to this Ordinance.
- (2) The deed of lease shall be signed by the lessee and by the Minister and shall be stamped and registered.
- (3) One of the originals of the deed shall remain with the lessee, one with the Conservator of Forests and the third shall be transcribed in the office of the Registrar General, conformably with the Transcription and Mortgage Ordinance.

- (4) No such deed shall be signed unless the lessee has complied with the provisions of section 8 of this Ordinance and has paid all stamp, registration and transcription duties in respect thereof.
- (5) If the lessee should fail to sign the deed within one month of the commencement of the lease, it shall be lawful for the Minister to notify in writing the lessee that the lease is cancelled and the lease shall thereby be cancelled.

6. Plan to be attached to deed of lease.

There shall be attached to the deed of lease a plan showing the boundaries of the land to which the lease refers.

7. Duration of lease.

A lease may be for any period not exceeding fourteen years.

8. Payment of rent.

The rent payable under a lease shall be paid in advance to the Conservator of Forests as follows-

- (1) where a lease begins on the 8th of September in any year, the lessee shall, before the deed of lease is signed, pay the rent in respect of the first year of the lease and he shall thereafter pay the rent in respect of every subsequent year of the lease on or before the 1st April next preceding such subsequent year of the lease;
- (2) where a lease begins on a date between the 8th of September in any year and the 2nd of May next ensuing, the lessee shall, before the deed of lease is signed, pay the proportional part of a year's rent in respect of the period extending from that date to the 7th of September next ensuing, and he shall thereafter pay the rent in respect of every subsequent year of the lease on or before the 1st of April next preceding such subsequent year of the lease;

- (3) where a lease begins on a date between the 1st of May in any year and the 8th of September next ensuing, the lessee shall, before the deed of lease is signed, pay the proportional part of a year's rent in respect of the period extending from that date to the 7th of September next ensuing, together with the rent in respect of the next subsequent year of the lease, and he shall thereafter pay the rent in respect of every other subsequent year of the lease on or before the 1st of April next preceding such other subsequent year of the lease;
- (4) if the rent in respect of the second or any subsequent year of the lease be not paid in accordance with the provisions of this section it shall be lawful for the Minister to notify in writing the lessee that the lease is cancelled and the lease shall thereby be cancelled.

9. Enjoyment of rights by lessee.

- (1) The lessee shall not enjoy any of the rights leased to him under this Ordinance in respect of any period of the lease extending from the 1st day of June in any year to the 7th day of September next ensuing unless and until he shall have paid the rent in respect of the next subsequent year of the lease in accordance with the provisions of the preceding section.
- (2) A lessee enjoying, or attempting to enjoy, any of the rights leased to him under this Ordinance in breach of the provisions of the preceding subsection shall be guilty of an offence and shall, on conviction, be liable to a fine not exceeding one thousand rupees and to imprisonment not exceeding one year.
- (3) It shall be lawful for the Minister to notify in writing a lessee convicted under the preceding subsection that the lease is cancelled and the lease shall thereby be cancelled.

10. Extension of lease.

- (1) On the application of a lessee whose lease may have been granted for a period of less than fourteen years, the Minister shall have power, subject to such conditions

as he may think fit to impose, to extend the duration of such lease for any further period or periods without putting up such lease to publication or calling tenders therefor:

Provided that no lease shall be extended so that its total duration shall exceed fourteen years.

- (2) No extension shall be granted unless the Minister is satisfied that the lessee has properly preserved the game and duly fulfilled the conditions of the lease.

11. Lease not to have possession of land.

A lease shall not give to the lessee the possession of the land within the limits of which the rights leased are to be exercised and, subject to the provisions of this Ordinance and to the conditions of the lease, such land shall remain in the possession of the Government.

12. Lessee's right to shooting lodge.

- (1) The lessees shall have the right to erect a shooting lodge and outbuildings on the land on which the rights are leased:

Provided that no such buildings shall be erected without the lodge, prior approval in writing of the Minister.

- (2) The lessee shall have the right to remove such buildings within one month of the date of expiration or of cancellation of his lease, and if he fails to do so the buildings shall become the property of Government without payment of any indemnity.

13. Leases of contiguous portions of Crown Lands.

Where any person holds leases of the right to shoot and fish on contiguous portions of Crown Lands and such leases terminate at different periods, it shall be lawful for the Minister, on the application of such person, to cancel the said leases and to lease anew the shooting and fishing rights on the whole of such contiguous portions.

14. Lessee's duty to keep servant on the land.

- (1) The lessee shall at all times take such reasonable steps as may be necessary to prevent poaching on the land on which the rights are leased, and shall employ at least one servant or employee at all times on the land for that purpose.
- (2) Such servant or employee shall be bound when required by any Forest or Police Officer to assist the latter in the execution of the law for the purpose of effecting an arrest or Seizure or of preventing an escape, and, if he fails so to do, shall be guilty of an offence and shall, on conviction, be liable to a fine not exceeding fifty rupees.

15. Saving in respect of criminal or penal law.

Nothing contained in this Ordinance or in any lease made under its provisions shall be deemed to authorise the breach of a criminal or penal law passed or to be passed or to give to any lessee a right to indemnity in the event of the passing of such law.

16. Lease of fishing and boating rights in irrigation reservoirs.

Anything in this or in any other enactment for the time being in force to the contrary notwithstanding, it shall be lawful for the Minister to order that the right of fishing and boating in irrigation reservoirs be leased by private contract for such period and subject to such terms and conditions as he may determine.

17. Lease of gardiennage rights.

It shall be lawful for the Minister to lease by private agreement the gardiennage rights, without the rights to shoot or rights, fish, over Crown Lands for such period and subject to such terms and conditions as he may determine.

18. Repeal.

The Fishing and Shooting Leases Ordinance is hereby repealed.

SCHEDULE

SHOOTING AND FISHING LEASE

Shooting and Fishing Leases Ordinance, 1966

This Agreement made the day of one thousand nine hundred and sixty-six between the Government of Mauritius, represented by the Minister of Agriculture and Natural Resources, (hereinafter called the lessor) on the one part, and (hereinafter called the lessee) on the other part:

Witnesseth that the lessor aforesaid doth lease unto the lessee, who accepts the same, the right of shooting and fishing within the limits of a portion of land (hereinafter referred to as the land aforesaid) containing about arpents situate in the District of

To have and to hold from the day of one thousand nine hundred and for the term of years monthsdays, terminating on the 7th day of September, one thousand nine hundred and yielding therefor during the said term the annual tent of payable in advance in accordance with the provisions of section 8 of the Shooting and Fishing Leases Ordinance, 1966, and on the following conditions:-

1. The lessee shall not assign or sublet the whole or any part of his interest in this lease without the written consent of the lessor.
2. Any breach of section 16 of the Game Ordinance, or any unlawful destruction or cutting of trees shall be a ground for cancellation of the lease when such breach has been committed by the lessee or by any other person with his knowledge on the land aforesaid.
3. The land aforesaid if claimed by any lawful owner other than the lessor shall be given tip by the lessee without indemnity,, except that such proportional part of a year's rent as may have been paid in advance at the time the land aforesaid is so given up shall be refunded.

4. The lessor shall have the right, when he shall deem it advisable in the public interest, to make roads, causeways or bridges on the land aforesaid, and to build upon, to fence in, or for nursery or other purposes, to cultivate any portions of the land aforesaid.
5. The lessor reserves the right at any time to exclude any portion of the land aforesaid from the operation of the lease subject to a proportional reduction of rent and to a refund of a proportional part of the security deposit.
6. Forest Nurseries and Forest Stations and the land within a radius of 300 feet thereof are excluded from the operation of the lease.
7. The lessor shall have the right to fell, convert and transport trees and timber, or cause the same to be done; to dispose of bamboos and forest produce generally; to introduce plants or seeds; to destroy, burn noxious growth and carry on other operations connected with forestry on the land aforesaid.
8. The lessor may, after notifying the lessee, authorize any member of the public to enter between sunrise and sunset the aforesaid land for the purpose of collecting fodder, firewood, honeysuckle and guavas.
9. All Forest Officers and labourers, and all persons authorized by the Conservator of Forests shall have the right at any time to use the roads and rides on the land aforesaid.
10. The lessee shall have the right by written notice to the lessor to abandon the lease, should he find that the acts mentioned in clauses 4, 5 and 7 of the lease are prejudicial to the enjoyment of his rights, but he shall not in any such case be entitled to any compensation.
11. The lessor shall have power to cancel this lease, if he shall deem it necessary in the public interest, three months' notice of such cancellation being given by the lessor. The lessee shall be entitled only to such compensation as the lessor shall think

proper to grant for any expenses incurred by the lessee on account of any building erected, or he importing or raising game on the land aforesaid.

12. The lessee shall, at his own expense, clean and keep open to the satisfaction of the Conservator of Forests during the term of his lease a space ten feet wide on his side of or along the boundary lines between the land aforesaid and other lands, or between two or more Crown Lands which may form part of the total area of the land aforesaid.

The lessee shall likewise clean the rides and paths and keep them open to a minimum width of ten feet.

13. The boundaries, rides and paths referred to in the preceding clause shall be those shown clearly on the plan attached to each copy of the lease.
14. If the lessee fails to maintain the rides and boundary lines as hereinbefore provided, the Conservator of Forests may serve a written notice upon him to maintain the same, and if within fourteen days such work is not executed, it may be executed by the order of the Conservator of Forests at the expense of the lessee.
15. The lessor reserves the right of building quarters for Forest Officers on the land aforesaid at any time during the duration of the lease.
16. The lessee may, with the written consent of the lessor, clear definite spots on the land aforesaid, in view of establishing grazing places for deer, and "openings" for sportsmen; provided always that no one of such spots shall exceed one arpent in area, and that the sum total of all the area thus cleared shall not be more than 5 per cent of the surface of the land aforesaid. The disposal of the trees removed from such spots shall be subject to the decision of the Conservator of Forests. The latter shall not plant trees on these spots which shall always be kept by the lessee free from noxious growth.

In witness whereof the said parties hereto have set their hands to this lease.

Made in triplicate the day and year first above written.

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Lessee.

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Minister of Agriculture
and Natural Resources.