

Numbering of sections

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32	—	35
33 - 35	—	32 - 34
Sixth Schedule	—	First - Sixth Schedule

Index of subsidiary legislation

Nil

CHAPTER 29

AGRICULTURAL SMALL TENANCIES ACT

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AN ACT relating to agricultural small tenancies and for purposes connected therewith.

Commencement: 18th March 1958
S.R.O. 14 of 1958

1. This Act may be cited as the Agricultural Small Tenancies Act.

2. (1) In this Act, unless the context otherwise requires—
- “attested” means attested before and explained to the parties by a magistrate, justice of the peace, minister of religion, head teacher of a public elementary school, official attestor appointed under the Illiterates Protection Act or any person duly authorised in that behalf by the Governor-General;
 - “contract of tenancy” means any contract, express or implied, creating a tenancy or a licence to cultivate in respect of a small holding;
 - “establishment tenancy” means a tenancy at a nominal rental under which the tenant of a small holding undertakes to establish the land the subject of the tenancy or some specific portion thereof in some prescribed trees or other perennial crop and at the termination of the tenancy to leave it so established;

“improvement” includes the planting and cultivation of crops and trees on the holding according to the rules of good husbandry;

“landlord” means any person for the time being entitled to receive the rents and profits of any holding and includes a mortgagee taking possession subsequent to the commencement of the tenancy;

“rules of good husbandry” means having regard to the character and location of the 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 shall consider to be the minimum necessary for the protection and conservation of the soil;
- (b) the utilisation on the holding of all waste vegetable matter grown thereon for the purpose of mulching, incorporating with the soil or conversion into compost or pen-manure;
- (c) the cultivation of the land in a husbandlike manner and the maintenance of the fertility of the holding to the satisfaction of the Chief Agricultural Officer by the application of manures (other than compost produced on the holding), green manuring, the use of leguminous plants and crop rotation;
- (d) the avoidance of any practices known to have an effect harmful to the soil or which may lead to a reduction in the value of the holding;
- (e) taking the necessary steps, to the satisfaction of the Chief Agricultural Officer, for the control of pests, diseases and noxious weeds;
- (f) the maintenance and clearing of drains and ditches other than those specified in paragraph (a);
- (g) the maintenance and repair of farm buildings, fences, walls, gates, windbreaks and hedges;
- (h) such other rules of good husbandry as may be made by the Governor-General under this Act;

Provided that the foregoing definition shall not imply an obligation on the part of the tenant to carry out work described in paragraphs (f) and (g) unless such work is required to be done by him under his contract of tenancy;

“Registrar” means the Registrar of the High Court;

“small holding” means a parcel of land under cultiva-

tion or pasture or intended for cultivation or pasturage, with or without buildings thereon, consisting of not more than ten acres;

"tenant" means the occupier of a holding under a contract of tenancy (including an establishment or share tenancy) and shall include a tenant at will.

(2) The designations of landlord and tenant include the legal personal representative of either party and shall continue to apply until the conclusion of any proceedings taken under this Act in respect of compensation.

PART I

Form and Conditions of Contracts of Tenancy

3. (1) No person shall let any small holding unless a contract of tenancy has been entered into between the parties thereto.

(2) A contract of tenancy shall be in writing and shall be signed by the parties thereto and attested.

(3) The form of contract of tenancy prescribed in the First Schedule shall be used with such variations as circumstances may require, but no such variations shall be made which shall omit the tenant's covenants contained in paragraph 3 (3) and (4) thereof or shall have the effect of rendering the same inoperative or void.

(4) Any person who contravenes the provisions of this section is guilty of an offence and liable to a fine of two hundred and fifty dollars.

4. The consideration for a contract of tenancy may be or include a part of the crop derived from the small holding or a part of the proceeds of sale of such crop rendered to the landlord, or any equivalent of rent given in kind to the landlord in return for the use and occupation of the small holding.

5. (1) Forthwith upon the execution of any contract of tenancy under this Act, every landlord shall deliver a signed copy of such contract to the tenant.

(2) A contract of tenancy shall be registered by the landlord, with the Registrar within one month of the execution thereof, and upon receipt by the Registrar of a contract of tenancy duly signed and attested such contract shall be deemed to be registered under the provisions, and for the purposes, of this Act.

(3) The Registrar shall keep a special register book (to be called the Register of Agricultural Small Holding Contracts) in

which all such contracts received by him shall be properly recorded by filing the same.

(4) Any landlord who contravenes or fails to comply with any of the provisions of this section is guilty of an offence and liable to a fine of one hundred dollars in the case of a first offence and in the case of a second or subsequent offence to a fine of two hundred and fifty dollars and in any case to a further fine of fifty dollars for each month during which such contravention continues after conviction thereof.

6. Notwithstanding anything to the contrary contained in the Stamp Act, there shall be payable in respect of every contract of tenancy a stamp duty of ten cents and adhesive stamps to this value affixed to the contract must be cancelled upon attestation thereof. Stamp duty. Cap. 318.

7. On payment of the sum of twentyfive cents, any person shall be entitled to be supplied with a copy of a registered contract of tenancy and of all documents filed therewith and endorsements thereon duly certified under the hand of the Registrar. Certified copy of contract.

8. (1) A contract of tenancy may, notwithstanding any period of tenancy stipulated therein, be determined— Determination of tenancy.

(a) by the landlord without notice—

(i) where the tenant is convicted of theft of agricultural produce or livestock within the same parish or of unlawful handling 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 where the tenant is serving a term of imprisonment exceeding one year;

(ii) where the tenant sub-lets or assigns the small holding without the consent of the landlord previously obtained in writing;

(b) by the landlord, by six months' notice to quit where the tenancy exceeds one year or by three months' notice where the tenancy is for one year or less—

(i) where the tenant commits a breach, which is not capable of being remedied, of any term or condition of the tenancy and the interests of the landlord are materially prejudiced thereby;

(ii) upon a certificate by the Chief Agricultural Officer or his nominee that the tenant is not

cultivating the 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 in respect of a small holding shall be in arrear or if any of the terms of the consideration for the contract of tenancy shall not be performed or observed by 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 to quit 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 and the interests of the tenant are materially prejudiced thereby.

(2) It shall not be necessary that a notice to quit under this section should expire at the end of the current term of the tenancy, but it may be given at any time.

9. (1) Every notice to quit served under the provisions of this Act shall be in writing and signed by the landlord or tenant as the case may be, or his agent or legal practitioner. It shall describe clearly the small holding which is sought to be recovered or intended to be quitted and the proper day on which possession is to be delivered up and shall not be ambiguous or optional.

(2) The forms of notice to quit prescribed in the Second Schedule with such variations as circumstances may require shall be used.

(3) Service of a notice to quit may be effected either personally on the person to be served or by leaving the same with any adult person at his last or most usual place of abode, 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 posting the same on some conspicuous place on the small holding or by mailing it to his last known address by registered post.

10. (1) A tenant, with the consent in writing of the landlord previously obtained, may assign his interest in a registered contract of tenancy at any time to any person or persons, and

a note of every such assignment shall be endorsed on the registered contract.

(2) Upon such assignment, the assignee shall have the same rights and be subject to the same liabilities under the contract as his assignor had and was subject to.

11. A tenant shall not sub-let a small holding without the consent in writing of the landlord previously obtained. Sub-letting prohibited.

12. Whenever a tenant intends to leave Saint Vincent and the Grenadines he shall inform the landlord to this effect in writing and appoint an agent whose name and address he shall communicate to the landlord. Absence of tenant.

13. (1) Subject to the provisions of this Act, the tenancy of a small holding shall not terminate on the expiration of the term for which it was granted unless six months' notice in writing to terminate such tenancy at the expiration of such term has been given by either the landlord or the tenant. Tenancy not to terminate unless six months' notice given.

(2) Where any tenancy is not terminated in accordance with the provisions of subsection (1) at the end of the term for which it was created such tenancy shall continue until such time as it is terminated by six months' notice in writing to expire at the end of any year of the tenancy.

14. (1) Where a person is let into possession of a small holding and occupies the same for a period of a year or more but no contract of tenancy is registered in respect of that holding, the tenancy shall be deemed to be a tenancy from year to year and to include the terms and conditions set out in the Third Schedule. Unregistered contracts.

(2) Where a person is let into possession of a small holding and occupies the same for a period of less than a year but no contract of tenancy is registered in respect of that holding, the tenancy shall be deemed to be a tenancy from month to month and to include the terms and conditions in the Third Schedule.

(3) Notwithstanding anything in this Act contained, the length of notice to quit, in the case of a tenancy from month to month, shall be one month.

15. (1) Notwithstanding anything in the Registration of Documents Act contained, a registered contract of tenancy under this Act subsisting at the time of the creation of a mortgage upon any small holding shall bind the mortgagee, and any person claiming through him, irrespective of whether he had notice or not of the same. Contracts in respect of mortgaged holdings. Cap. 93.

(2) The owner of any land subject to a mortgage shall not enter into a contract of tenancy in respect of such land, or any part thereof, without obtaining the consent in writing of the mortgagee.

(3) Any owner of any land who contravenes the provisions of subsection (2) is guilty of an offence and liable to a fine of fifteen hundred dollars.

16. (1) The landlord or his duly authorised agent may enter on and inspect a small holding at all reasonable times between the hours of 6.00 a.m. and 6.00 p.m.

(2) The landlord may require the tenant to remove any perennial or permanent crops or trees that have been planted without his written consent. If the tenant fails within reasonable time to comply with such requirements, the landlord or his servants or agents may enter upon the land and remove such crops or trees.

17. In all proceedings whatever with reference to any registered contract—

- (a) the registered contract shall be conclusive evidence of the terms therein contained;
- (b) the signatures of the parties to such contract and of the attesting witness, and also the signatures to any endorsements thereon and to any documents filed therewith, shall be presumed to be genuine; and it shall not be necessary to prove the said signatures, but the production of the contract and documents coming from the proper custody shall be sufficient proof of the contract and of any endorsements thereon and of any such documents;
- (c) every fact contained in an endorsement shall be presumed to be true until the contrary is proved;
- (d) the production of a certified copy of a registered contract shall be proof of the registration of such contract;
- (e) a certified copy of a registered contract and documents filed therewith shall be *prima facie* proof of the terms of such contract, of the several documents filed therewith and of the several endorsements thereon, and of every fact which would be evidenced by the production of the registered contract and documents from the proper custody.

PART II

Compensation for Improvements

18. (1) Subject to the provisions of this Act, the tenant of a small holding shall be entitled upon the termination of his tenancy to obtain from the landlord for any improvements comprised in the Fourth Schedule such sum as fairly represents the value of the improvements made by him on the small holding: Compensation for improvements.

Provided that this section shall not apply so as to make compensation payable to any tenant under an establishment tenancy in respect of any improvements which he was required to make by the terms of such tenancy unless in the opinion of the Chief Agricultural Officer the terms of such tenancy are not fair and reasonable having regard to the circumstances existing at the time of making the agreement.

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

- (a) rent;
- (b) any breach of the terms and conditions of the tenancy;
- (c) wilful or negligent damage committed or permitted by the tenant;
- (d) the value of any benefit which the landlord has given or allowed the tenant in consideration of the tenant executing the improvements; and
- (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 in respect of any breach of contract or otherwise in respect of the holding shall be added to the amount of compensation.

(3) In addition to compensation for improvements, the tenant shall be entitled to receive compensation for disturbance, equivalent to not less than one year's rent of the holding where the landlord—

- (a) without good and sufficient cause and for reasons inconsistent with the rules of good husbandry, terminates the tenancy by notice to quit;
- (b) having been requested in writing at least three months before the expiration of the tenancy to grant a renewal thereof refuses to do so or causes the tenant to quit by demanding an unreasonable increase in rent or variation in the terms of the contract; or

(c) by his conduct causes the tenant to quit the holding.

(4) The right to compensation for disturbance shall be forfeited where the tenancy is duly determined for any of the causes mentioned in section 8 (1) (a) (i) and (ii) and section 8 (1) (b) (i), (ii) and (iii).

(5) Where the value of the small holding has deteriorated during the tenancy by reason of the failure of the tenant to cultivate the small holding according to the rules of good husbandry, or to the terms of the contract of tenancy, the landlord shall be entitled to obtain from the tenant as compensation for such deterioration such sum as fairly represents the value of such deterioration.

19. (1) Compensation under this Act shall not be payable in respect of the improvements listed in the Fourth Schedule unless the landlord has, previously to the execution of the improvements, consented in writing to the making of such improvements.

(2) A tenant shall not be entitled to compensation in respect of any improvements begun by him after he has given or received notice to quit under section 8.

20. Compensation payable under this Act shall be paid within thirty days of the determination of the tenancy, and if not so paid shall be determined and recovered in the manner hereinafter mentioned.

21. When the landlord and the tenant do not agree upon the amount of compensation then either party may make application in writing to the Chief Agricultural Officer to determine the value of the improvements to the holding by arbitration in the manner hereinafter provided. Every such application shall be accompanied by the statement setting out in full the particulars of the applicant's claim.

22. (1) On receipt of any such application the Chief Agricultural Officer shall cause a notice in the form prescribed in the Fifth Schedule to be served on both parties by a magistrate's bailiff.

(2) Not less than seven days after service of the said notice, and on proof of such service, the Chief Agricultural Officer or his nominee may proceed to determine the value of the improvements to the holding whether either or both of the parties be present or not.

23. The Chief Agricultural Officer or his nominee, if he shall consider it desirable or necessary to do so, shall have power to call for the production of any document which is in the possession of either party, or which either party can produce, and which to the Chief Agricultural Officer or his nominee seems necessary for the determination of the difference referred to him, and to take the evidence of the parties and witnesses on oath or affirmation and to administer oaths and take affirmations; and if any person so sworn or affirmed wilfully and corruptly gives false evidence he shall be deemed to have committed perjury.

Power to demand production of documents.

24. (1) The award shall be in the form set out in the Sixth Schedule and shall specify the value of the improvements made by the tenant according to the rules of good husbandry in respect of which compensation is payable and the amount (if any) allowed for additions or deductions under this Act shall contain a list of such improvements.

Form of award.

(2) The award shall also specify the amount of the arbitration costs and fees to be paid by either party or by which of such parties the whole of such costs and fees is to be paid.

(3) The cost of and incidental to any proceedings for compensation under this Act shall be in the discretion of the Chief Agricultural Officer and shall not exceed ten dollars.

(4) Such costs and fees shall be paid by the party concerned either to the bailiff who serves the award upon him or into the magistrate's court of the district in which the holding is situate. The payer shall be given an official receipt of any payment made by him.

25. The Chief Agricultural Officer or his nominee shall, within fourteen days of the conclusion of the proceedings under section 21, or within such longer period (not exceeding twentyeight days) as the circumstances may demand, sign his award and deliver the same to the magistrate of the district in which the holding is situate and the magistrate shall forthwith cause a copy to be served upon each of the parties.

Time for and delivery of award.

26. If the sum awarded under this Act to be paid for compensation or otherwise is not paid within fourteen days of the award, having been served upon the parties in accordance with section 25, it shall be recoverable as a civil debt by the Chief Agricultural Officer upon order by a magistrate.

Effect of award.

27. No claim for compensation shall be enforceable unless the particulars thereof have been given by the landlord to the tenant.

Limitation of claim by tenant.

tenant, or by the tenant to the landlord, as the case may be, before the expiration of two months from the termination of the tenancy.

28. (1) Either party who is aggrieved by any award of the Chief Agricultural Officer or his nominee may, within fourteen days of the receipt by him of the award, appeal therefrom to the magistrate.

(2) The appeal shall be brought as if it were a claim in a civil matter in the magistrate's court.

(3) The plaintiff shall set out in the particulars of claim—

- (a) the award of the Chief Agricultural Officer or his nominee;
- (b) the grounds of his appeal therefrom.

PART III

Miscellaneous Provisions

29. (1) Before the commencement of the term of any contract of tenancy, the boundaries of the small holding shall be properly marked by the landlord.

(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 the provisions of this section is guilty of an offence and, without prejudice to any civil liability, liable to a fine of two hundred and fifty dollars.

30. (1) Every landlord may at the time when he enters into a contract of tenancy, by the inclusion in such contract of an express term to that effect, reserve for himself the exclusive right to fell or cut timber from any specified tree or trees growing upon such holding.

(2) Where the landlord reserves for himself the right referred to in subsection (1), he or his servants or agents, after giving due notice to the tenant, may enter upon the small holding in respect of which the right is reserved between the hours of 6.00 a.m. and 6.00 p.m. for the purpose of exercising the right so reserved.

(3) Where any damage is occasioned in the course of the exercise of the right referred to in subsection (1) to any crop growing upon the small holding, or to any buildings or fixtures belonging to the tenant situate upon the small holding, the landlord shall be liable to pay to the tenant by way of compensa-

tion for such damage the full value of the loss occasioned to the tenant by such damage.

(4) Every tenant shall be liable to pay to the landlord compensation to the full value of any damage occasioned by him, or his servants or agents, wilfully or negligently, or by his stock, to any tree specified under subsection (1) growing upon a small holding of which he is a tenant.

31. (1) Subject to the conditions of this section, the provisions of this Act shall apply to any subsisting contract of tenancy.

Application to subsisting contracts of tenancy.

(2) Where any subsisting contract of tenancy was entered into in writing the landlord shall deliver to the tenant, within six months of the coming into operation of this Act, a copy of such contract so, however, that this subsection shall not apply to any case where at the time of the execution of the contract a copy thereof was given to the tenant.

(3) Where any subsisting contract was entered into otherwise than in writing, the landlord shall, within six months of the coming into operation of this Act, deliver to the tenant a memorandum of the terms of such contract.

(4) Every memorandum under subsection (3) shall contain—

- (a) the names and addresses of the parties to such contract;
- (b) the date or approximate date upon which the contract was entered into;
- (c) the area or the approximate area of the small holding to which the contract relates;
- (d) the situation of the small holding to which the contract relates;
- (e) the period for which the tenancy was entered into; and
- (f) the rent payable upon the contract of tenancy.

(5) In this section "subsisting contract of tenancy" means any contract of tenancy entered into before the 18th March, 1958, and subsisting on such date.

32. All claims to recover possession of small holdings, all disputes and differences arising out of contracts of tenancy and all appeals from the award of the Chief Agricultural Officer or his nominee, shall be within the jurisdiction of a magistrate and shall be heard and determined on the civil side of the magistrate's court. The provisions of the Magistrates Act and the Small Debts Act shall apply, *mutatis mutandis*, to all proceedings brought before a magistrate by virtue of this Act so far as the same can be made

Jurisdiction of magistrate.

Cap. 24.
Cap. 95.

applicable thereto and are not inconsistent with any of the provisions of this Act.

33. The provisions of this Act shall apply notwithstanding anything to the contrary contained in any contract of tenancy, and in case any of the provisions of a contract of tenancy are inconsistent with any of the provisions of this Act the contract shall be read and construed so as to be consistent with the provisions of this Act.

34. Where there is any conflict or inconsistency between the provisions of this Act and the provisions of any other Act, the provisions of this Act shall prevail:

Provided that nothing in this Act contained shall be deemed to affect any law for the time being in force in relation to any land settlement scheme undertaken by the Government.

35. The Governor-General may make regulations—

- (a) revoking, amending, varying or adding to the Schedules;
- (b) adding other rules of good husbandry to the definition thereof contained in section 2;
- (c) generally for carrying into effect the purposes of this Act.

FIRST SCHEDULE

Section 3

CONTRACT OF TENANCY UNDER THE AGRICULTURAL SMALL TENANCIES ACT

(Cap. 29)

An Agreement made the _____ day of _____
19____ between _____ of _____
(hereinafter called the landlord which expression wherever the context so allows includes his heirs, personal representatives and assigns)
of the one part and _____ of _____ (hereinafter called the tenant which expression wherever the context so allows includes his heirs, personal representatives and assigns) of the other part whereby the landlord agrees to let and the tenant agrees to take all that parcel of land with/without building thereon (hereinafter called the holding) containing _____ acres or thereabout situate at _____ in Saint Vincent and the Grenadines and bounded as follows, that is to say—

Northerly
Southerly
Easterly
and Westerly

or however otherwise the same may be abutted, bounded, known, distinguished or described subject to the following terms and conditions—

1. The tenancy shall be for a term of _____ years from the date hereof and shall continue thereafter unless and until terminated by six months' notice in writing on either side to expire at the anniversary of the said term or any subsequent half year of the tenancy.

2. The rent shall be \$ _____ a year payable half yearly in advance and shall be recoverable at any time after the same becomes due and payable by action or distress.

OR

- (a) The consideration for this contract shall be share of the crops or of the gross proceeds of the sale of the crop derived from the holding and rendered to the landlord.
- (b) The tenant shall render to the landlord his share of the crops as soon as they are in a fit condition for sale or shall pay to the landlord his share of the proceeds immediately each separate transaction has been concluded.

3. The tenant agrees—

- (1) to pay the rent hereby reserved in the manner aforesaid;

OR

to fulfil the obligations on his part contained in clause 2 of this Agreement;

(2) not to assign or sublet the holding without the consent in writing of the landlord previously obtained;

(3) to comply with rules of good husbandry as defined in the Agricultural Small Tenancies Act, namely—

- (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 shall consider to be the minimum necessary for the protection and conservation of the soil;
- (b) the utilisation on the holding of all waste vegetable matter grown thereon for the purpose of mulching, incorporating with the soil or conversion into compost or pen-manure;

- (c) the cultivation of the land in a husbandlike manner and the maintenance of the fertility of the holding to the satisfaction of the Chief Agricultural Officer by the application of manures other than compost produced on the holding, green manuring, the use of leguminous plants and crop rotations;
- (d) the avoidance of any practices known to have an effect harmful to the soil or which may lead to a reduction in the value of the holding;
- (e) taking the necessary steps, to the satisfaction of the Chief Agricultural Officer, for the control of pests, diseases and noxious weeds;
- (f) such other rules of good husbandry as may be made under this Act;

(4) not to burn bush or any form of vegetable matter grown on the holding without the consent of the landlord and the Chief Agricultural Officer;

(5) not to remove or allow to be removed from the holding any fodder, grass, compost, manure, vegetable waste, rock or stone without the consent of the landlord;

(6) not to cut down, damage or destroy any of the following species of trees growing on the holding, namely,

(7) to keep under control on the holding such animals as may be approved in writing by the landlord.

4. The landlord agrees to permit the tenant to make the following improvements, namely,

5. The landlord shall have the right of inspection of the holding at all reasonable times; and in case of the disability of the tenant, arising from illness, injury or other reasonable cause, to maintain the holding in proper order. The landlord may, if he so wishes, do any necessary work which should have been done by the tenant under the terms of his contract and may charge or deduct from any moneys to come to the tenant the actual cost of such work exclusive of that of supervision.

6. The landlord agrees to permit the tenant on his paying the rent hereby reserved, fulfilling the obligations on his part contained in clause 3 hereof and observing and performing the several conditions and stipulations on his part therein contained, peaceably and quietly to hold and enjoy the holding during the term hereby created without any interruption by the landlord or any person rightfully claiming under or in trust for him.

7. This contract is subject to the provisions of the Agricultural Small Tenancies Act (Cap. 29), and all disputes and differences whatsoever arising out of this contract shall be determined in accordance with the provisions in that behalf of the aforesaid Act.

As witness our hands the day and year first above written.

SIGNED by the said

before and in the presence of

SIGNED by the said

before and in the presence of

SECOND SCHEDULE

Section 9

(1) NOTICE TO QUIT BY LANDLORD

To

I hereby (as agent or legal representative for X. Y. your landlord and on his behalf) give you notice to quit and delivery up possession on the day of 19 , of the small holding situate at

in the parish of in Saint Vincent and the Grenadines which you hold of me/him as tenant thereof under a contract of tenancy dated the day of 19 , under the provisions of the Agricultural Small Tenancies Act (Cap. 29).

This tenancy is being terminated for the following reasons—

Dated this day of , 19 .

(2) NOTICE TO QUIT BY TENANT

To

I hereby (as agent or legal representative for X. Y. your tenant and on his behalf) give you notice that it is my/his intention to quit and deliver up possession on the day of 19 , of the small holding situate at

in the parish of in Saint Vincent and the Grenadines, now held by me/him as your tenant under a contract of

tenancy dated the _____ day of _____, 19____,
under the provisions of the Agricultural Small Tenancies Act (Cap. 29).

This tenancy is being terminated for the following reasons—

Dated this _____ day of _____, 19____.

THIRD SCHEDULE

Section 14

The tenant agrees—

- (a) to adopt such measures of contour cultivation and cropping contour, drainage and such other measures as the Chief Agricultural Officer or his nominee shall consider the minimum essential requirements for the protection and conservation of the soil;
- (b) not to burn bush or any form of vegetable matter grown on the holding without the consent of the landlord and of the Chief Agricultural Officer or his nominee;
- (c) to take all reasonable and practical steps to conserve and convert into compost or manure on the holding all waste vegetable matter grown thereon;
- (d) not to remove or allow to be removed from the holding any compost or manure which has been prepared thereon without the consent of the landlord;
- (e) not to assign or sub-let the holding without the consent in writing of the landlord previously obtained.

It is mutually agreed that—

- (a) the landlord shall have the right of inspection of the holding at all reasonable times, and in the case of disability of the tenant from illness, injury or other reasonable cause, to maintain the holding in proper order. The landlord may, but shall not be obliged to, do any necessary work which should have been done by the tenant under the terms of his contract, and may deduct from any moneys to come to the tenant the actual cost of such work exclusive of that of supervision.
- (b) this contract is subject to the provisions of the Agricultural Small Tenancies (Cap. 29).

FOURTH SCHEDULE

Section 18

IMPROVEMENTS FOR WHICH CONSENT OF LANDLORD IS REQUIRED

- (a) The maintenance, repair, alteration or construction of buildings.
- (b) Irrigation works.
- (c) Land drainage system and soil conservation work other than the essential requirements of good husbandry.
- (d) The control of gullies and water courses.
- (e) The planting of perennial or permanent crops or trees.
- (f) The planting of fences, hedges, or windbreaks.
- (g) The construction of roads or bridges.

FIFTH SCHEDULE

Section 22

NOTICE TO APPEAR AT ARBITRATION PROCEEDINGS

In the matter of the Agricultural Small Tenancies Act (Cap. 29).
In the matter of an arbitration between

of _____ tenant and
of _____ landlord.

(1) Whereas _____ is your tenant (or landlord)
with respect to lands situate at _____ in the parish of
Saint Vincent and the Grenadines.

(2) And whereas application has been made to me to arbitrate
and award compensation.

Now therefore this is to serve you with notice to appear on the said
holding on the _____ day of _____ at
_____ a.m./p.m. when the arbitration proceedings will be held.

Dated this _____ day of _____, 19____.
To _____ of _____

Chief Agricultural Officer.

SIXTH SCHEDULE

Section 24

FORM OF AWARD

Crops

30 cocoa trees at \$ each

1 acre yams and corn

½ acre canes, etc.

Other improvements
(Manure, windbreaks, etc.)

Additions

Deductions

Amount due to

Arbitration costs and fees:

payable by landlord \$

tenant

Dated

Signed

tenant
landlord

LAWS OF SAINT VINCENT AND THE GRENADINES

REVISED EDITION 1990

CHAPTER 30

AGRICULTURE ACT

Act 23 of 1951

amended by

Act 21 of 1956

*Act 3 of 1969

*Act 3 of 1978

*S.R.O. 38 of 1980

*Act 20 of 1987

*S.R.O. of 1991

Numbering of sections

<i>Final number</i>	<i>Comment</i>	<i>Present number</i>
1-2	—	1-2
3	—	3
4	a 21/56, amalgamated	3
5-6	a 21/56	4-5
7-8	—	6-7
9-11	a 21/56	8-10
12-21	—	11-20

Index of subsidiary legislation

Nil

CHAPTER 30

AGRICULTURAL ACT

Arrangement of sections

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2. Interpretation.
3. Responsibility of owners, etc; of agricultural land.

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4. Power to supervise management and farming.
5. Duties and powers under supervision order.
6. Supervision order not affected by change of owner or occupier.
7. Directions to secure good management, etc.
8. Reference of notice to area committee.

PART II

Agricultural areas and committees

9. Agricultural areas, etc.
10. Constitution of agricultural area committees.
11. Powers of agricultural area committee.
12. Central agricultural committee.

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13. Maintenance of anti-erosion works.
14. Application for advances.
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16. Advance to be a charge on land.
17. Registration of advances.
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19. Regulations.
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AN ACT to ensure that owners and occupiers of agricultural land fulfil their obligations to the community by managing their land in such manner as to prevent erosion and ruination of the soil and by cultivating all cultivatable land under their control.

Commencement: 9th September 1954
S.R.O. 51 of 1954

Preliminary

1. This Act may be cited as the Agriculture Act.

2. In this Act, unless the context otherwise requires—

“agriculture” includes horticulture, fruit growing, seed growing, dairy farming and livestock breeding and keeping, the use of land as grazing land, meadow land, market gardens and nursery grounds, and the use of land for woodlands when that use is ancillary to the farming of land for other agricultural purposes, and “agricultural” shall be construed accordingly;

“agricultural land” means land used for agriculture which is so used for the purposes of a trade or business;

Provided that this expression shall not extend to land used as pleasure grounds or private gardens; “relevant circumstances” in relation to an owner or occupier includes all circumstances affecting management or farming, other than the personal circumstances of the owner.

3. (1) The provisions of this Act shall have effect for the purpose of securing that owners and occupiers of agricultural land fulfil their responsibilities to the community to manage and farm the land so as to prevent erosion and ruination of the soil.

(2) For the purposes of this Act, an owner of agricultural land shall be deemed to have fulfilled his responsibilities to the community as mentioned in subsection (1), if the management of the land by him is such as to be reasonably adequate, having regard to the character and situation of the land and other relevant circumstances, to enable an occupier of the land reasonably skilled in husbandry to prevent erosion and ruination of the soil.

(3) In determining whether the owner or occupier of agricultural land is fulfilling his responsibilities as aforesaid,

regard shall be had to the character and situation of the land and to the extent to which steps are being taken—

- (a) to terrace sloping land under cultivation;
- (b) to prevent or check the formation of gullies;
- (c) to prevent surface water from causing erosion on adjoining land;
- (d) to protect water courses or public roads;
- (e) to preserve forest and vegetation on ridges and steep slopes;
- (f) to control, or where necessary prevent, the grazing of animals on steep slopes; and,
- (g) to cultivate all cultivatable land under his control in accordance with the accepted standards of good husbandry.

PART I

Supervision orders

4. (1) Where the Chief Agricultural Officer is satisfied that the owner or occupier of any agricultural land is not fulfilling his responsibilities as aforesaid, the Chief Agricultural Officer may apply to the Governor-General to make an order (hereafter referred to as a “supervision order”) placing the owner or occupier of the land under the supervision of the Chief Agricultural Officer in so far as it relates to the management and farming of the land in question.

Power to supervise management and farming.

(2) Before a supervision order is made in pursuance of subsection (1), the Governor-General shall afford the owner or occupier of the said land an opportunity of being heard in opposition to the Chief Agricultural Officer's application, and for this purpose an agricultural area committee shall examine the said application and shall inform the owner or occupier accordingly.

(3) If an owner or occupier does not appear at the time and place fixed for the hearing of the application, or on any adjournment thereof granted by the agricultural area committee, the committee may, on proof of service of a summons or notice on him requiring his attendance, hear the application in his absence.

5. (1) While a supervision order is in force, the Chief Agricultural Officer, or any of his officers authorised by him in writing in that behalf, may at all reasonable times enter upon the land to which the order relates, for the purpose of inspecting the way in which it is being managed and farmed.

Duties and powers under supervision order.

(2) Where a supervision order is in force and the Governor-General is satisfied that, by reason of the standard of management and husbandry, as the case may be, attained by the person to whom it relates it is no longer necessary that the order should continue in force, the Governor-General shall revoke the order:

Provided that the revocation of an order shall not affect any direction given thereunder in so far as it is in force immediately before the revocation of the order.

(3) Forthwith after the making of a supervision order the Governor-General shall cause a copy of the order to be served upon the person to whom it relates; and forthwith after the revocation of such an order the Governor-General shall cause notice of such revocation to be served upon the person to whom it relates.

6. Where a supervision order is in force in respect of an owner or occupier, any disposition of land to which the order relates whereby some other person becomes the owner or occupier of that land shall not affect the continued operation of the supervision order, and the order shall continue in force so far as it relates to that land as if it had been made so as to relate to the new owner or occupier, as the case may be, as well as to the former owner or occupier.

7. (1) Where a supervision order is in force, the Chief Agricultural Officer shall, by notice in writing served on the person to whom the order relates, give to that person such directions as he is satisfied are required to secure that the person fulfils his responsibilities to manage and farm the land so as to avoid erosion and ruination of the soil.

(2) Such directions may impose requirements, restrictions or prohibitions as to the carrying out of work and as to the manner in which the land is to be used.

(3) Any person to whom a direction is given under this section who contravenes or fails to comply with the direction is guilty of an offence and liable to a fine of one thousand dollars.

(4) Without prejudice to the bringing of proceedings under subsection (3), where a direction under this section to carry out any work is not complied with, any person authorised by the Chief Agricultural Officer in that behalf may enter upon the land to which the direction relates and carry out the work required by the direction, and the reasonable cost of carrying out such work shall be recoverable from the person to whom the direction was given.

(5) Any person who obstructs a person acting in the exercise of the powers conferred by subsection (4) is guilty of an offence and liable to a fine of one thousand dollars.

(6) Where a direction under this section provides for the doing of anything within a specified time and (whether before or after the expiration of the said time) the Chief Agricultural Officer is satisfied that it is reasonable that the said time should be extended, he may extend it accordingly.

8. (1) Any person upon whom a notice is served under the provisions of the preceding section may within twentyone days of the service of such notice request the Chief Agricultural Officer to refer his case to an agricultural area committee who shall decide whether the notice shall stand or be modified or cancelled.

(2) Upon receipt of this request the Chief Agricultural Officer shall inform the Governor-General thereof, and the Governor-General shall direct an agricultural area committee to hear such person and shall inform him of the direction to the said committee.

PART II

Agricultural Areas and Committees

9. (1) The Governor-General shall, for the purpose of carrying into effect the provisions of this Act—

- (a) divide Saint Vincent and the Grenadines into agricultural areas;
- (b) appoint a panel of persons, not exceeding twenty-four, from which panel the members of agricultural area committees shall be selected;
- (c) appoint agricultural area committees for the purposes of this Act; and
- (d) appoint a central agricultural committee in the manner hereinafter provided.

(2) The persons appointed under subsection (1) (b) shall not be Government employees and shall possess some reasonable experience in, and a practical working knowledge of, agriculture.

10. (1) An agricultural area committee shall consist of a chairman and two other persons appointed by the Governor-General from among the panel mentioned in section 9.

(2) The members of an agricultural area committee shall hold office for a year in each instance:

Provided that all or any of the members may be re-appointed for a further period of one year.

Reference of
notice to
area
committee.

Agricultural
areas, etc.

Constitution
of agricul-
tural area
committees.

(3) The terms of reference by which agricultural area committees shall operate shall be in accordance with a memorandum from time to time from the Chief Agricultural Officer.

11. (1) An agricultural area committee appointed under this Act shall have all such powers, rights and privileges as are vested in a magistrate under the Magistrates' Act on the occasion of any hearing, in respect of the following matters—

- (a) enforcing the attendance of witnesses and examining them on oath, or affirmation;
- (b) issuing summonses under the hand of the chairman;
- (c) authorising the representation before them of any person appearing to them to be interested by legal practitioner, or otherwise if they consider that any injustice would ensue if that person were not so represented.

(2) The procedure at a hearing before an agricultural area committee, the remuneration of witnesses for attendance thereat and all questions incidental to the hearing shall be in accordance with the practice and procedure of a magistrate's court in civil proceedings in so far as the same are applicable.

12. (1) The Governor-General shall appoint a central committee which shall have power to review any decision of an agricultural area committee given under section 4 or 8 at the request either of the Chief Agricultural Officer or of the owner or occupier of the land affected by such decision. The review shall be by way of re-hearing, and for this purpose the central agricultural committee shall have the same powers as are conferred on an agricultural area committee by section 11.

(2) The committee shall consist of five persons qualified in like manner as members of an agricultural area committee, and no Government employee may be a member thereof.

(3) A person shall not be disqualified for membership of the central agricultural committee by reason only that his name is on the panel of persons from whom the agricultural area committees are selected.

(4) The members of the central agricultural committee shall select one of their number to be chairman of the committee and in his absence may appoint some other member to perform the duties of chairman.

(5) Any three members of the central agricultural committee shall form a quorum and every question before the committee shall be decided by a majority of the votes of the members present.

PART III

Miscellaneous

13. (1) Where any anti-erosion works have been established by the owner or occupier of any land in pursuance of a direction issued by the Chief Agricultural Officer, or by any person authorised by the Chief Agricultural Officer on a failure to obey such direction, the owner or occupier of such land shall at all times maintain the said anti-erosion works in a fit and proper condition to the satisfaction of the Chief Agricultural Officer.

Maintenance of anti-erosion works.

(2) Any person who fails to maintain the said anti-erosion works is guilty of an offence and liable to a fine of one thousand dollars and to imprisonment for three months.

14. Where any person is required, under the provisions of section 7, to do any act or thing which may involve him in the expenditure of any money, he may, subject to the provisions of any regulations made under the provisions of section 19, apply to the Chief Agricultural Officer for an advance of money to enable him to do such act or thing, and the Chief Agricultural Officer, in making the advance, shall state the terms and conditions under which the advance is made and such advance shall be recoverable in the name of the Chief Agricultural Officer from the owner as a civil debt.

Application for advances.

15. Any advance under the provisions of this Act shall—

Advances.

- (a) be made from funds provided for the purpose by Parliament;
- (b) bear interest at such rate per annum as the Governor-General may determine;
- (c) be repaid in equal yearly instalments of capital and interest within such period, not exceeding thirty years, as may be agreed upon between the applicant and the Chief Agricultural Officer;

Provided that nothing in paragraph (c) shall preclude any person from repaying any balance due from him to the Chief Agricultural Officer at any time before the expiration of the period so agreed upon.

16. All moneys advanced under the provisions of this Act, together with any interest thereon and all charges incidental thereto and to the repayment thereof, shall be a charge upon the land in respect of which the advance of payment has been made:

Advance to be charge on land.

Provided that—

- (a) where the Chief Agricultural Officer proposes to make an advance on land which is subject to a statutory or contractual mortgage or charge; or
- (b) where the Chief Agricultural Officer proposes to make an advance on land which is the subject to a lease, and the lessee (not being a lessee from the Crown) is in possession, the Chief Agricultural Officer shall in writing advise the mortgagee or chargee or lessor, as the case may be, who shall, if he objects to the making of the advance, be given an opportunity of being heard by the Chief Agricultural Officer before the advance is made.

on
es. 17. (1) As soon as possible after an advance has been approved by the Chief Agricultural Officer, the Chief Agricultural Officer shall prepare a notification in the form in the Schedule and shall sign and forward the same to be registered by the Registrar without charge under the provision of the Registration of Documents Act. Such notification shall be certified by the Registrar to the effect that the land in question is or is not subject to any registered charge or lease as the case may be.

(2) As soon as such notification has been certified and registered by the Registrar he shall inform the Chief Agricultural Officer who shall pay the advance to the owner in accordance with the terms contained in such notification.

18. Where a lessee holding land under a lease from any other person has, in complying with any order or direction issued under the provisions of this Act, done at his own expense any work on such land, such lessee shall be entitled at the termination of his lease to obtain from the lessor as compensation such sum as fairly represents the residuary value of such work to the lessor.

19. The Governor-General may make regulations governing the making of advances under the provisions of this Act and without prejudice to the generality of the foregoing, for all or any of the following purposes—

- (a) prescribing the manner in which applications for advances shall be made;
- (b) prescribing the purposes for, and the terms and conditions on which, advances may be made;
- (c) prescribing the maximum amount of, and the rate of interest to be charged on, advances;

- (d) appointing an advisory board or boards to consider and report upon, and to make recommendations in regard to, applications for advances under this Act;
- (e) carrying into effect the provisions of this Act.

20. (1) Any notice or other document required or authorised by or under this Act to be given or served on any person shall be duly given or served if it is delivered to him, or left at his proper address, or, where this is not known, his last known address, or sent to him by post in a registered letter.

Service of
notices.

(2) Any such document required or authorised to be given to or served on an incorporated company or body shall be duly given or served if given to or served on the secretary or clerk of the company or body at the registered or principal office of the company or body.

(3) Where any document is to be given to or served on a person as being the person having any interest in land, and it is not practicable, after reasonable inquiry, to ascertain his name or address, the document may be given or served by addressing to him by the description of the person having that interest in land (naming it) and delivering the document to some responsible person on the land, or by affixing it, or a copy of it, to some conspicuous object on the land.

SCHEDULE

Section 17

NOTIFICATION OF ADVANCE

Made under section 17 of the Agriculture Act (Cap. 30)

- (a) Name and address of applicant
- (b) Name, extent, description and boundaries of land against which advance is made
- (c) Amount of advance
- (d) Date of repayment or dates and amounts of instalments of repayment

Signature of applicant

- (e) Approved

Signature of Chief Agricultural Officer.

(f) The above-mentioned land is *subject to the following registered charge or lease

*not subject to any registered charge or lease

.....
Registrar

(g) *Advance made this
*First instalment

day of 19

.....
Chief Agricultural Officer

*Delete if not applicable.

LAWS OF SAINT VINCENT AND THE GRENADINES

REVISED EDITION 1990

CHAPTER 31

ARROWROOT INDUSTRY ACT

Act 20 of 1976

amended by

*Act 3 of 1978

*S.R.O. 38 of 1980

*Act 24 of 1986

*Act 20 of 1987