

**SAINT VINCENT AND THE GRENADINES**

**STATUTORY RULES AND ORDERS**

1983 NO. 24

---

(Gazetted 30th August, 1983).

---

IN EXERCISE of the powers conferred by section 5 of the Crown Lands Act (Cap. 77), the Governor-General makes the following Regulations:—

**THE CROWN LANDS (SALE) REGULATIONS, 1983**

1. **Citation.** These Regulations may be cited as the Crown Lands (Sale) Regulations 1983.

2. **Class of Lands to be sold.** The Government may effect the sale of Crown Lands in plots subject to the following conditions, namely:—

- (a) The Crown Land contiguous to any Crown Land already sold or leased alone shall be made available for sale;

Provided that the Minister responsible for agriculture (hereinafter referred to as the Minister) may, having regard to the public interest and the circumstances of any particular case, direct the sale of any other Crown Lands;

- (b) The area of each plot of Crown Land to be sold shall be such as may be determined by the Cabinet;
- (c) in every case the Crown Land to be sold shall be surveyed;
- (d) on the applicant producing the receipt of payment into the Treasury, and
- (e) no Crown Land, which in the opinion of the Cabinet is required to be retained in the public interest, shall be sold.

3. **Procedure:**

- (a) every application for the sale of Crown Lands shall be made, in the form set out in the First Schedule, to the Minister;

- (b) if the application is made in the proper form, it shall be assigned a number and the particulars thereof shall be entered in a register kept for the purpose, including number of the application, the name and address of the applicant, the district in which the land is situate and the boundaries of the land involved;
- (c) the Chief Surveyor shall examine the application and if he is satisfied that the Crown Land in respect of which the application is made complies with Regulation 2, he may direct the applicant to deposit in the Treasury such amount as he may determine to be a reasonable fee for the survey of the land;
- (d) on the applicant producing the receipt of payment into the Treasury of the survey fee, the Chief Surveyor shall arrange a survey of the land and depute a Surveyor who may assign a date and time when the survey of the land shall be made;
- (e) the surveyor who is deputed under Clause (d) shall give notice of the date and time of his visit to the applicant and to the neighbouring owners and occupiers of the Crown Land, to be present at the time of the visit and inspection and it shall be open to the applicant to point out the demarcation of the land specified in the application by indicating the boundaries or otherwise;
- (f) every applicant shall render all necessary assistance to the Surveyor in the matter of the survey and the applicant shall also ensure the presence of as many neighbouring owners or occupiers of land as may be available to be present at the time of the survey;
- (g) the name of all persons present at the time of the survey shall be noted by the surveyor who shall also record any objection raised about these demarcation of the land; and

#### 4. Condition of the Application:

(1) The Chief Surveyor shall on receipt of the survey report examine the same and make his recommendations thereon, indicating also the sale price that may be fixed for the land and forward the same to the Minister.

(2) The Minister may on receipt of the report from the Chief Surveyor make a final decision about the advisability of the sale having regard to the public interest and obtain the decision of the Cabinet thereon and on the sale price to be fixed for the sale of the land.

(3) Where a final decision has been taken for the sale of the land and the sale price thereon has been fixed, the Minister shall inform the applicant and direct him to deposit the sale price of the land to the authorised authority within such period as may be specified but not exceeding six months:

Provided that the Minister may, in certain circumstances direct that the applicant could pay in instalments provided that not less than one-third of the sale price shall be paid within the said period, and the remainder shall be paid in four equal annual instalments, the first instalment being payable before the expiration of one year after the date of the initial deposit and the subsequent instalments being payable annually before the expiry of one year after each instalment thereafter.

5. **Making of Crown Grant.** In a case where an order has been made for the sale of any Crown Land and all the formalities in that regard have been completed and the full sale price and any other dues that may be payable to the Government have been remitted to the Treasury, a Grant shall be made by the Governor-General in respect of the Crown Land in the form set out in the Third Schedule and every grant so made shall have effect subject to the provisions of the Crown Lands Act (Cap. 77), the Regulations made thereunder and to the conditions of the Grant.

6. **Agreement regarding Crown Grant:**

(1) In every case where a successful applicant has been allowed to make the deposit of the sale price in instalments, an Agreement shall be executed in the form set out in the Second Schedule before possession of the land is granted.

(2) It shall be a condition of every Agreement referred to in sub-regulation (1) that—

- (a) the land shall be held only on licence;
- (b) the licensee shall not part with his right of possession of the land without the written permission of the Minister;
- (c) on failure to pay any amount due under the Agreement, or on the violation of any other condition of the Agreement, the Government may terminate the licence and enter upon the land and the licensee shall only be entitled to compensation for the crop, if any, standing on the land at the time of re-entry.

Provided that before the determination of the agreement the licensee had been given six (6) months notice to rectify the breach or failure and he failed to pay or rectify the violation within the given time.

(3) If the Minister is satisfied that the default or violation referred to in sub-regulation (2) was not wilful he may allow further time for payment of the amount in default subject to the payment of an additional amount, cover the interest at the full economic rate, or as the case may be, for the rectification of the violation, and in every such case the right of re-entry shall be exercised only if there is any further default or violation.

7. **Payment of Stamp Duty.** On every Crown Grant or sale and on every Agreement referred to in this Regulation the Stamp Duty payable under the Stamp Act for the time being in force shall be paid at the time of execution of the document in addition to a fee payable for the preparation of the Agreement and Grant.

8. **Appeal.** A person aggrieved by a decision of the Minister made under these Regulations may, within thirty (30) days of the intimation of the decision to him, appeal to the Cabinet whose decision thereon shall be final.

9. **Repeal.** These Regulations repeal all existing Regulations made under Crown Lands Act (Cap. 77).

#### **FIRST SCHEDULE**

(See Crown Lands  
(SALE) Regulations  
1982  
Regulation (3))

#### **SAINT VINCENT AND THE GRENADINES APPLICATION TO PURCHASE CROWN LAND**

† Christian and  
Surname of            ‡ I  
Applicant

‡ Address and  
description of            of  
Applicant

\* Describe land  
with sufficient            am desirous of purchasing certain Crown Lands situate  
particulars for            at  
identification

and bounded as follows --

The Sale Price for land may be fixed in accordance with the Crown Lands (SALE) Regulations, 198

† I am willing to pay the full sale price: .....

† I may be allowed to pay the sale price in instalments and upon my being put in possession on that basis under the Agreement executed by me, I hereby undertake to evacuate the land if and when called upon to do so at anytime during the period for which I hold the land on the basis of the Agreement. On payment of the full amount and on my complying with the condition of the Agreement in due course I may be given a Deed of Sale in respect of the land.

.....  
Signature of Applicant

† Strike off what is not applicable.

## SECOND SCHEDULE

### SAINT VINCENT AND THE GRENADINES AGREEMENT TO PURCHASE CROWN LAND

(See Crown Lands  
(SALE) Regulation,  
1983  
Reg. (6).

MEMORANDUM of AGREEMENT made the            day of  
19           , BETWEEN the Governor-General of the State of Saint Vincent and the Grenadines acting for and on behalf of the Government of Saint Vincent and the Grenadines by his agent

The Chief Surveyor hereinafter called the VENDOR of the ONE PART  
and            of  
hereinafter called the PURCHASER of the OTHER PART.

1. The VENDOR agrees to sell and the PURCHASER Full descrip-  
agrees to purchase ALL THAT piece or parcel of Crown tion of  
Land situate at land.

and being

the price of \$            or thereabouts in quality at Acreage of  
and subject to the conditions hereinafter mentioned. payable in instalments land.

One year  
from date  
of this  
Agreement.  
Same day  
and month  
as last.

2. Immediately upon the signing of this Agreement the PURCHASER shall pay at the Treasury an instalment of \$ \_\_\_\_\_ which acknowledged as a first instalment, on account of the purchase money and shall pay the balance thereof in four equal yearly instalments of \$ \_\_\_\_\_ with interest as agreed by the Cabinet the first of such yearly instalment to be paid on the \_\_\_\_\_ day of \_\_\_\_\_ in the succeeding years.

3. The PURCHASER upon signing this Agreement and paying at the Treasury the first instalment of the purchase money shall be put into possession of the land hereby agreed to be sold as a mere licensee and the land shall remain the property of the Crown until the obtaining of the Crown Grant after the payment of the sale price in full.

4. If the PURCHASER shall have failed to complete the payments in the four year period interest agreed upon by the Cabinet will be charged on the outstanding balance in respect of the land.

5. The PURCHASER shall, within a period of one year of his being put into possession of any land which is capable of being used for agriculture, plant at least one half of the acreage of land in products of a permanent character such as cocoa, coffee, spices or any other permanent crop as may be approved by the Minister, and the PURCHASER undertakes to do so.

6. The PURCHASER will not —

(a) so long as any part of the purchase money remains unpaid, sell, let, mortgage or assign his interest in the land without the consent in writing of the Cabinet; or

(b) use the land so as to cause a nuisance to the public or other purchaser or lessee of adjacent Crown Lands.

7. If the PURCHASER shall fail to pay any instalment of the purchase money and if the same shall be in arrear and unpaid for thirty days after the same is due, whether the same has been legally demanded or not or if the PURCHASER shall fail to observe or commit a breach of any of the conditions of agreements on his part herein set out then all the right and interest of the PURCHASER under this Agreement may be forfeited and on the decision of the Cabinet it shall be lawful for the Chief Surveyor, or any other person as the Minister may nominate, to enter upon and take possession of the land and to summarily eject the PURCHASER or any other person who may hold for him therefrom without any legal process and as effectually as the Registrar might do on a recovery in ejectment, and in case of such entry and any action being brought therefor the defendant may plead leave and licence and this provision shall be conclusive evidence of leave and licence by the Plaintiff for the entry, trespass or other matters

complained of in such action, provided that before exercising the right of re-entry a notice shall be given to the PURCHASER about the default or violation and a reasonable period not exceeding six months shall be given to make good the default or rectify the violation and if he has failed to comply with the terms and conditions therein contained the right of entry may be exercised straightaway.

8. The *VENDOR* reserves to himself the right to all roads and paths existing upon the land agreed to be sold.

9. The *VENDOR* reserves to himself in fee simple out of the grant hereby agreed to be made all mines, veins, beds, deposits or accumulations of Mineral Oil already found, or which may hereafter be found under the premises aforesaid with full liberty at all times for the *VENDOR* to enter and inspect the same for the purpose of searching for, getting and taking away the said Mineral Oil, subject to such compensation for injury done to or upon the surface, or to any building standing thereon, as may be determined by two arbitrators, of whom one shall be appointed on behalf of the *VENDOR* and the other by and on behalf of the *PURCHASER* or such other private party (if any) interested for the time being in the said premises, or in the event of disagreement between such arbitrators, such compensation as may be determined by any umpire, who shall be appointed in writing by such arbitrators before they enter on the matter so referred to them or on any matter upon which such arbitrators may differ and in such event the decision of the umpire thereon shall be final and binding.

IN WITNESS whereof the parties hereto have hereunto set their hands the day and year herein first written.

Signatures  
of Purchaser  
Chief Surveyor  
and witness

Witness

## THIRD SCHEDULE

SAINT VINCENT AND THE GRENADINES  
CROWN GRANT

TO ALL WHOM THESE PRESENTS SHALL COME

KNOW YE that in consideration of the sum of ..... dollars and  
 of ..... cents paid by .....  
 to the Accountant General of Saint  
 Vincent and the Grenadines, His Excellency the Governor-General of Saint  
 Vincent and the Grenadines do hereby Grant on behalf of the Government  
 of Saint Vincent and the Grenadines unto the said .....  
 and ..... heirs ALL THAT piece or portion  
 of land situate on the acquired Estate of .....  
 in the Parish of ..... in Saint Vincent and  
 the Grenadines being ..... in extent  
 numbered ..... and bounded as shown and described in  
 the diagram hereunder and also in the plan recorded in the Surveys Office  
 or however otherwise the same may be bounded, known or described, together  
 with all buildings and appurtenances and easements thereto belonging, to  
 have and to hold the said piece or portion of land to the said .....  
 heirs and assigns forever subject however  
 to the provisions of the Crown Lands Act (Cap. 77) or any other law  
 corresponding thereto for the time being in force and to any Regulations  
 made thereunder and the conditions therein contained:—

If the said ..... shall fail to comply with  
 the provisions of the law and the Regulations, the present grant may,  
 pursuant to the same, be revoked at any time after such failure, by the  
 Government of Saint Vincent and the Grenadines and the said piece or  
 portion of land may be dealt with pursuant to the said law.

The Government of Saint Vincent and the Grenadines reserves to itself  
 in fee simple out of the grant hereby made all radioactive minerals, mines,  
 veins, beds, deposits or accumulations of Mineral Oil already found, or which  
 may hereafter be found under the premises aforesaid with full liberty at  
 all times for the Government to enter and inspect the same, for the purpose  
 of searching for, getting, and taking away the same radio-active minerals,  
 or Mineral Oil, subject to such compensation for injury done to or upon  
 the surface, or to any building standing thereon as may be determined by  
 two arbitrators, of whom one shall be appointed on behalf of the Government  
 and the other by and on behalf of the Grantee, or for such other private  
 party (if any) interested for the time being in the said premises, or in  
 the event of disagreement between such arbitrators such compensation as



may be determined by an umpire, who shall be appointed in writing by such arbitrators before they enter on the matter so referred to them or on any matter upon which such arbitrators may differ, and in such event the decision of the umpire thereon shall be final and binding.

Signed and sealed by .....

Governor-General of Saint Vincent and the Grenadines, this .....

day of ..... 19 .....

.....  
Governor-General

..... Date of Allotment .....  
Prepared by

checked by ..... Chief Surveyor .....

Made this 11th day of August 1983.

J. A. POMPEY,  
Secretary to the Cabinet.

---

Printed by the Government Printer at the Government Printing Office,  
Kingstown, St. Vincent & the Grenadines.

---

1983.

[ Price \$3.60 cents. ]