



CHAPTER 5.03

AGRICULTURAL SMALL TENANCIES ACT

Revised Edition

Showing the law as at 31 December 2008

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This edition contains a consolidation of the following laws—

AGRICULTURAL SMALL TENANCIES ACT

Act 22 of 1983.. in force 8 September 1983

CHAPTER 5.03

AGRICULTURAL SMALL TENANCIES ACT

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CHAPTER 5.03

AGRICULTURAL SMALL TENANCIES ACT

(Act 22 of 1983)

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

Commencement [8 September 1983]

1. SHORT TITLE

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

2. INTERPRETATION

(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, notary, minister of religion, head teacher of a public school, or any person duly authorised in writing 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;

“**good husbandry**” in relation to any small holding means the application of such measures for the conservation of soil, the maintenance of fertility, and generally for the preservation of the capital value of the holding as are deemed to be of a fair and reasonable standard, due regard being paid to the standards prevailing in the neighbourhood and particularly to the standards maintained by the landlord on land in his or her immediate occupation, together with such other measures as may be required by law to be essential to good husbandry;

“**improvement**” includes the planting and cultivation of crops and trees on the holdings;

“**landlord**” means any person entitled to receive the income of any small holding and includes Her Majesty in right of Her Government of Saint Lucia;

“**Minister**” means the Minister with responsibility for agriculture;

“**small holding**” means any area of land under cultivation or pasture or intended for cultivation or pasturage, with or without buildings, comprising not more than 5 acres in one or more parcels of the land of a landlord;

“**tenant**” means the occupier of a small holding under a contract of tenancy;

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

PART 1

FORM AND CONDITIONS OF CONTRACTS OF TENANCY

3. FORM OF CONTRACT OF TENANCY

- (1) A person shall not let any small holding unless a contract of tenancy has been entered into.
- (2) A contract of tenancy shall be in writing and shall be signed by the parties and attested.
- (3) The form of contract of tenancy prescribed in Schedule 1 shall be used with such variations as circumstances may require, but a variation shall not be made which omits the tenant’s covenants contained in paragraph 3, or the landlord’s covenants contained in paragraph 5 of the Schedule or has the effect of rendering these covenants inoperative or void.

4. CONSIDERATION FOR CONTRACT

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. CONTRACTS TO BE FILED BY LANDLORDS

- (1) Upon the execution of any contracts of tenancy under this Act every landlord shall deliver a signed copy of such contract to the tenant, and shall send a copy thereof to the Director of Agricultural Services.
- (2) Every landlord shall keep a file containing—
 - (a) all written contracts of tenancy to which he or she is a party;
 - (b) a list of names of all his or her tenants other than those in respect of whom a contract has been filed under clause (a) of this subsection.
- (3) Every landlord shall permit any file kept by him or her under subsection (2) to be inspected at all reasonable times by any person authorised in writing by a magistrate or the Director of Agricultural Services.
- (4) Every landlord who contravenes or fails to comply with any of the provisions of this section commits an offence and is liable upon summary conviction thereof before a magistrate to a fine not exceeding in the case of the first offence \$50 and in the case of a second or subsequent offence \$100 and in any case to a further fine not exceeding \$100 for each month during which such contravention continues after conviction thereof.

6. PAYMENT OF STAMP DUTY

- (1) Despite anything to the contrary contained in the Stamp Duty Act there is payable in respect of every contract of tenancy entered into or put in writing subsequent to the passing of this Act stamp duty of \$1 and adhesive stamps to this value affixed to the contract must be cancelled upon the attestation thereof.
- (2) The stamp duty and attestation fee shall be borne by the landlord.

7. APPLICATION TO SUBSISTING CONTRACT

- (1) Subject to the provisions of this section the provisions of this Act shall not apply to any subsisting written contract of tenancy.
- (2) Where any subsisting contract was entered into otherwise than in writing, the landlord shall draw up a memorandum of the terms of such contract and present the same to the tenant for execution, and upon proper execution and attestation of the same, this memorandum shall be deemed to be the contract of tenancy between the landlord and the tenant, and the landlord shall accordingly stamp and file the same and deliver a copy thereof to the tenant.
- (3) Every memorandum under subsection (2) shall be attested and shall specify—
 - (i) the names and addresses of the parties to such contract,
 - (ii) the date or approximate date upon which the contract was entered into,
 - (iii) the area or approximate area of the small holding to which the contract relates,
 - (iv) the situation of the small holding to which the contract relates,
 - (v) the period for which the tenancy was entered into, and
 - (vi) the rent payable upon the contract of tenancy.
- (4) If the tenant refuses to execute the said memorandum within one month of his or her being requested so to do or if the landlord 3 months after the coming into operation of this Act fails to present a memorandum acceptable to the tenant for execution, a magistrate may, on the application of either party, summon the party in default to appear before him or her to show cause why a proper memorandum of the contract of tenancy should not be drawn up and executed and the magistrate shall after hearing the evidence on both sides, order a memorandum to be drawn up in such terms as in his or her opinion represents the contract of tenancy subsisting between the landlord and the tenant, and this memorandum shall constitute the contract of tenancy between the parties, and the landlord shall accordingly stamp and file the same and deliver a copy thereof to the tenant. However, the magistrate may dismiss the application and make no such order if the evidence

is such that it is impossible for the magistrate to draw up a memorandum which substantially represents the contract subsisting between the parties, and in every such case the tenancy shall be deemed to be a tenancy from year to year, upon the terms and conditions contained in the form of contract set out in Schedule 1. Further, an application under this subsection shall not be made more than 12 months after the passing of this Act.

8. COPIES OF CONTRACT

Every landlord shall on being required so to do by any tenant and on being paid the sum of \$1, furnish to such tenant a copy of the contract of tenancy to which he or she is a party.

9. UNFILED CONTRACTS ADMISSIBLE IN EVIDENCE

Despite any provisions contained in any other law, an unregistered contract of tenancy or memorandum thereof under the provisions of this Act shall be admissible in evidence in any proceeding whatever in the courts of Saint Lucia.

10. EFFECT OF UNFILED CONTRACTS

Where a person has been let into possession of a small holding and no written contract of tenancy or memorandum of such contract has been delivered to the tenant in respect of that holding, the tenancy shall be deemed to be a tenancy upon the terms and conditions contained in Schedule 1.

However, if the tenant has been in occupation of the tenancy for a period of less than one year the tenancy shall be terminable by 3 months' notice to quit expiring at any time.

11. DETERMINATION

- (1) Despite any period of tenancy stipulated therein, a contract of tenancy may be determined—
 - (a) by the landlord without notice—
 - (i) where the tenant is convicted of larceny of agricultural produce or livestock or of being in possession of agricultural produce or livestock

- stolen or unlawfully obtained or where the tenant is serving a term of imprisonment exceeding one year,
- (ii) where the tenant sublets or assigns the small holding without the consent of the landlord previously obtained in writing;
- (b) by the landlord by 3 months notice to quit where the tenancy exceeds one year or by one month 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 certification by the Director of Agricultural Services or his or her 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.
- However, such a certificate shall not be granted unless and until the tenant has been given, by notice in writing, a reasonable opportunity to remedy his or her 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.
- However, 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.

12. TENANCY NOT TO TERMINATE UNLESS 6 MONTHS' NOTICE GIVEN

- (1) Subject to the provisions of this Act, the tenancy of a small holding shall not terminate on the expiration of the terms for which it was granted unless at least 6 months' notice in writing to terminate such tenancy at the expiration of such term has been given by either the landlord or the tenant.
- (2) Subject to the provisions of section 10 where no term of tenancy is specified in a contract of tenancy or where any tenancy is not terminated in accordance with the provision of subsection (1) at the end of the term for which it is created, such tenancy shall continue until such time as it is terminated by 6 months' notice in writing to expire at the end of any year of the tenancy.
- (3) If the tenant of any land gives notice to quit, and neglects or refuses to deliver up possession accordingly, the landlord may by action in the court recover from the tenant damages for the estimated loss resulting, in the ordinary course of events, from the neglect or refusal to deliver up possession.
- (4) Any provision contained in a contract of tenancy, including a contract entered into before the commencement of this Act, shall be void in so far as it purports to impose upon the tenant a liability to pay, in respect of any period during which the tenant neglects or refuses to deliver up possession in accordance with a notice to quit, an amount specified by the contract as an addition to the rent for that period.

13. NOTICE TO QUIT

- (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 or her agent or solicitor. 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.
- (2) The forms of notice to quit prescribed in Schedule 2 to this Act, 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 or her last or most usual place of abode in Saint Lucia, or if the person to be served cannot be found and the place of his or her 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 or her last known address in Saint Lucia by registered post.

14. ASSIGNMENT OF CONTRACT

- (1) A tenant, with the consent in writing of the landlord previously obtained, may assign his or her interest in a contract of tenancy at any time to any person, and a note of every such assignment shall be endorsed on the contract.
- (2) Upon such assignment the assignee shall have the same rights and be subject to the same liabilities under the contract as his or her assignor had and was subject to.

15. SUB-LETTING PROHIBITED

- (1) A tenant shall not sublet a small holding without the consent in writing of the landlord previously obtained.
- (2) Whenever a tenant wishes to leave the Island for any period exceeding one year he or she shall inform the landlord to this effect in writing and appoint an agent in the Island whose name and address he or she shall communicate to the landlord.

However, the agent shall not be a person who, within the last 5 years, has been convicted of larceny of agricultural produce or livestock or being in possession of agricultural produce or livestock stolen or unlawfully obtained.

16. INCOMING OWNER'S LIABILITY ON SUBSISTING CONTRACTS

- (1) On the alienation or devolution of ownership of a small holding the incoming owner of the holding shall be bound by any contract subsisting at the time of such alienation or devolution (irrespective of his or her having notice of it or not) and the incoming owner shall have the same rights and remedies as if he or she had been the original owner.

- (2) On the death of the tenant his or her personal representatives shall succeed to all his or her rights under a contract of tenancy, and the landlord shall not terminate the contract if the widow, widower, or child of the deceased tenant is able and willing to take over the contract of tenancy.
- (3) It shall be the duty of the vendor of any land in respect of which a contract of tenancy exists to give notice to an intending purchaser of such contract.
- (4) Any landlord who fails to comply with the provisions of subsection (3) is liable on summary conviction to a fine not exceeding \$500 or to 3 months imprisonment, with or without hard labour, or to both such fine and imprisonment.

17. CONTRACT IN RESPECT OF HYPOTHECATED HOLDINGS

- (1) A contract of tenancy subsisting at the time of the creation of a hypothec upon any small holdings holding shall bind the creditor and any person claiming through him or her irrespective of whether he or she had notice or not of the same.
- (2) The owner of any land subject to a hypothec shall not enter into a contract of tenancy for a period exceeding 3 years in respect of such land or any part thereof without obtaining the consent in writing of the creditor.

However, a contract entered into *bona fide*, by the tenant with the landlord shall bind the creditor.

- (3) Any owner of land contravening the provisions of subsection (2) is liable on summary conviction to a fine not exceeding \$200.

18. RIGHT OF TENANT TO REMAIN AFTER NOTICE TO QUIT

- (1) Where any contract of tenancy is determinable by notice to quit of less than 12 months given by the landlord and there are, at the time of the giving of the notice to quit, growing crops planted by the tenant on the parcel of land referred to in the notice to quit, the tenant shall be entitled, within 21 days after receiving the notice to quit, to signify by notice in writing to the landlord his or her intention to remain on the land for a period to be named in the notice not exceeding 12 months and not less than one month from the expiry of the notice to quit.

- (2) On serving such notice on the landlord and on paying to the landlord, on or before the expiry of the notice to quit, all rent due at the date of such expiry in respect of the parcel of land referred to in the notice to quit, the tenant shall, subject to subsection (3), be entitled to remain on the said land and shall be deemed in all respects to be the tenant thereof for the period named in the notice served on the landlord.
- (3) If the tenant does not at or before the expiration of every 30 days (computed as to the first 30 days from the day when the notice to quit expired) pay to the landlord the proportion of rent payable in respect of the said 30 days, the landlord shall be entitled to treat the tenancy as having been determined.
- (4) The notice of intention to remain on the land—
 - (a) may be in the form set out in Schedule 3 or to the like effect;
 - (b) may be delivered personally to the landlord or his or her agent or may be sent by registered post to the address of the landlord or his or her agent and in the latter case shall be deemed to have been delivered on the day when the notice would in the ordinary course reach the post office to which it is addressed.
- (5) Any agreement that this section shall not apply to a tenancy is void.
- (6) This section shall not apply to—
 - (a) land over 5 acres in extent or of which the rental exceeds \$200 a year;
 - (b) land let to the tenant during his or her continuance in any office, appointment or employment held under the landlord;
 - (c) land other than land cultivated in whole or in part as a provision ground or in sugar cane or bananas;
 - (d) land on which a dwelling-house or shop is the dominant building at the time of letting, and on the remainder of which—
 - (i) there are not, at the time of letting, any growing crops, but
 - (ii) subsequent to the time of letting, growing crops are planted by the tenant.

PART 2

COMPENSATION FOR IMPROVEMENTS

19. COMPENSATION FOR IMPROVEMENTS

- (1) Subject to the provisions of this Act, the tenant of a small holding shall be entitled upon the termination of his or her tenancy to obtain from the landlord such sum as fairly represents the value of improvements made by him or her on the small holding.
- (2) In ascertaining the amount of the 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) any unpaid advances made to the tenant by the landlord; and
 - (e) the value of any benefit which the landlord has given or allowed the tenant in consideration of the tenant executing the improvements 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 compensation.

However, no reduction will be made in favour of the landlord under paragraphs (b) and (c) where he or she could have protected himself or herself substantially against the damage suffered by terminating the tenancy under section 11 and failed to do so.

- (3) In addition to compensation for improvements, the tenant shall be entitled to receive compensation for disturbance, equivalent to 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 3 months before the expiration of the tenancy to grant a renewal thereof refused 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 or her conduct causes the tenant to quit the small 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 11(1)(a)(i), 11(1)(a)(ii), 11(1)(b)(i) 11(1)(b)(ii) and 11(1)(b)(iii).

20. CONSENT OF LANDLORD TO IMPROVEMENTS

- (1) Compensation under this Act shall not be payable in respect of the improvements listed in Schedule 4 unless the landlord of the small holding has consented in writing to the making of such improvement.
- (2) A tenant shall not be entitled to compensation in respect of any improvements begun by him or her after he or she has given or received notice to quit.

21. LANDLORD AND TENANT MAY AGREE UPON COMPENSATION

- (1) If within 7 days of the determination of the tenancy the landlord and tenant agree upon the amount of compensation to be paid in respect of the small holding under section 19 then the landlord shall either pay the tenant the amount agreed upon or sign a written promise to pay the amount and such written promise despite anything contained in the Stamp Duty Act or any other law of the Island shall be admissible in evidence in any court and the amount agreed to be paid therein shall become due 2 months after the expiration of the tenancy.
- (2) If within 7 days of the termination of the tenancy no compensation is paid nor written promise signed as provided in subsection (1) then—
 - (a) the landlord shall deliver up to the tenant a signed itemised statement of the compensation he or she deems payable to the tenant and the tenant shall deliver to the

landlord a signed itemised statement of the compensation he or she deems payable by the landlord; and

- (b) either party may make application in writing to the Director of Agricultural Services to determine the compensation payable by arbitration in the manner hereinafter provided and every such application shall be accompanied by a statement setting out in full the particulars of the applicant's claim.

22. SERVICE OF NOTICE OF ARBITRATION

- (1) On receipt of any such application the Director of Agricultural Services shall cause a notice in the form prescribed in Schedule 5 to be served on both parties at least 7 days before the day appointed therein for the arbitration proceedings, and a copy of such notice shall also be sent to the magistrate of the district in which the holding is situated.
- (2) On the day appointed in the notice and on proof of due service of the notice the Director of Agricultural Services or his or her 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. POWER TO DEMAND PRODUCTION OF DOCUMENTS

The Director of Agricultural Services or his or her nominee, if he or she shall consider it desirable to do so, shall have the 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 Director of Agricultural Services or his or her nominee seems necessary for the determination of the difference referred to him or her.

24. FORM OF AWARD

The award shall be in the form set out in Schedule 6 and shall set out full particulars of the items of improvements in respect of which compensation is payable and any allowance for addition or deduction that may be made under section 19.

25. TIME FOR AWARD AND DELIVERY OF AWARD

The Director of Agricultural Services or his or her nominee shall within 14 days of the conclusion of the proceedings under section 22 or within such longer period (not exceeding 28 days) as the circumstances may demand, sign his or her award and deliver the same to the magistrate of the district in which the holding is situate and the magistrate shall cause a copy to be served on each of the parties.

26. SUM AWARDED TO BE DEEMED A JUDGMENT DEBT

If the sum awarded under this Act to be paid for compensation or otherwise is not paid within 4 weeks of the award having been served upon the parties in accordance with section 25, and no appeal is filed by either party then the sum awarded shall be recoverable before a magistrate as an ordinary civil debt.

27. APPEALS

Within 3 weeks of service of copies of the award on the parties under section 25 an appeal shall lie from any decision of the Director of Agricultural Services or his or her nominee to the magistrate subject to rules made under the authority of this Act on the grounds that—

- (a) the arbitration proceedings have been misconducted;
- (b) the award has been improperly procured; or
- (c) the award is unreasonable,

and the magistrate determining an appeal under this section shall either order the amount awarded to be paid, or, if he or she shall find against the award, order such amount to be paid as he or she shall determine on the evidence to be payable.

28. ASSESSMENTS OF UNEXHAUSTED IMPROVEMENTS

- (1) Until such time as the compensation is paid to the tenant shall have been finally determined, the landlord shall do nothing on the holding which might diminish the value of the unexhausted improvements thereon, and the landlord shall be under a duty to permit the tenant to have free access to the holding at all reasonable times for the purpose of making assessments of his

or her unexhausted improvements or safeguarding his or her interest therein.

- (2) A landlord contravening the provisions of subsection (1), without prejudice to his or her civil liability, is liable on summary conviction thereof before a magistrate to a fine not exceeding \$500.

29. NO CLAIM FOR COMPENSATION AFTER 3 MONTHS

A claim for compensation shall not be enforceable after the expiration of 3 months from the termination of the tenancy unless the particulars thereof have been given by the landlord to the tenant or by the tenant to the landlord, as the case may be, before the expiration of that period.

PART 3 MISCELLANEOUS PROVISIONS

30. BOUNDARIES TO BE MARKED BY LANDLORD

- (1) Before the commencement of the terms of any contract of tenancy, the boundaries of the smallholding 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, without prejudice to any civil liability, is liable on summary conviction thereof before a magistrate to a fine not exceeding \$100.

31. SPECIAL PROVISIONS RELATING TO SPECIFIED TREES

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

- (b) to plant or cultivate a specific number of specified trees upon such holding;
 - (c) to reap the produce of any specified tree of trees growing upon such holding and which was planted by the landlord.
- (2) Where the landlord reserves for himself or herself any of the exclusive rights referred to in subsection (1) it is lawful, after giving due notice to the tenant, for him or her or his or her servants or agents to enter upon the small holding in respect of which the rights are reserved at all reasonable times for the purpose of exercising the rights so reserved.
- (3) Where any damage is occasioned in the course of the exercise of any of the rights 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 is liable to pay to the tenant by way of compensation for such damage the full value of the loss occasioned to the tenant by such damage.
- (4) Every tenant is liable to pay to the landlord compensation to the full value of any damage occasioned by him or her or his or her servants or agents wilfully or negligently or by his or her stock, to any tree specified under subsection (1) growing upon a small holding of which he or she is a tenant.

32. REGULATIONS

The Minister may make regulations—

- (a) revoking, amending, varying or adding to the schedules hereto;
- (b) declaring any specified measure or measures to be essential to good husbandry;
- (c) generally for carrying into effect the purposes of this Act.

33. JURISDICTION OF MAGISTRATE

All claims to recover possession of small holdings and all disputes and differences arising out of contracts of tenancy shall be within the jurisdiction of a magistrate and shall be heard and determined on the civil side of the district court; and the provisions of the District Court Act shall apply, with the necessary modifications, to all proceedings

brought before a magistrate by virtue of this Act so far as the same can be made applicable thereto and are not inconsistent with any of the provisions of this Act.

34. CONTRACTING OUT PROHIBITED

Subject to the provisions of section 7(1), the provisions of this Act shall apply despite 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 as to be consistent with the provisions of this Act.

35. PROVISIONS OF THIS ACT TO PREVAIL

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.

However, 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 of Saint Lucia.

SCHEDULE 1

(Section 3)

CONTRACT OF TENANCY

An agreement made the day of
 20 between of
 (hereinafter called the landlord which expression wherever the context so allows includes his or her heirs, personal representatives and assigns) of the one part and (hereinafter called the tenant which expression wherever the context so allows includes his or her 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 buildings thereon (hereinafter called the holding) containing about..... acres situate at in the State of Saint Lucia and bounded as follows, that is to say,

Northerly
 Southerly
 Easterly and
 Westerly

or howsoever otherwise the same may be abutted or 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 6 months' notice in writing on either side to expire at the anniversary of the said term.

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

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 or her share of the crops as soon as they are in a fit condition for sale or shall pay to the landlord his or her share of the proceeds immediately each separate transaction has been concluded.

3. The tenant agrees—

- (i) to pay the rent in the manner aforesaid, or to render such share of the crops or proceeds thereof as may have been agreed upon as the consideration of the contract;
- (ii) not to assign or sub-let the holding without the consent in writing of the landlord;
- (iii) to maintain the standards of good husbandry as defined in the Agricultural Small Tenancies Act;
- (iv) not to plant any of the following species of trees, namely
.....
- (v) not to cut down, damage or destroy any of the following species of trees growing on the holding, namely
.....
- (vi) to keep under control on the holding such animals as may be approved in writing by the landlord.

4. The landlord shall have the right of inspection at all reasonable times.

5. The landlord agrees to permit the tenant paying the rent hereby reserved, fulfilling the obligations on his or her part contained in clause 2 hereof and observing and performing the several conditions and stipulations on his or her part contained therein, 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 or her.

6. This contract is subject to the provisions of the Agricultural Small Tenancies Act and all disputes and differences whatsoever arising out of the contract shall be determined in accordance with the provisions of that 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:

SCHEDULE 2

(Section 13)

NOTICE TO QUIT

(1) Notice to quit by landlord.

To

I hereby (as agent or solicitor for your landlord and on his or her behalf) give you notice to quit and deliver up possession on the day of 20..... of the small holding situate at in the Quarter of in the State of Saint Lucia which you hold of me/him or her as tenant thereof under a contract of tenancy dated the day of 20 under the provisions of the Agricultural Small Tenancies Act.

This tenancy is being terminated for the following reasons—

Date this day of20.....

(2) Notice to quit by tenant.

To

I hereby (as agent or solicitor for your tenant and on his or her behalf) give you notice that it is my/his or her intention to quit and deliver up possession on the day of 20.....of the small holding situate at in the Quarter of in the State of Saint Lucia, now held by me/him or her as your tenant under a contract of tenancy dated the day of 20 under the provisions of the Agricultural Small Tenancies Act.

This tenancy is being terminated for the following reasons—

Date this day of 20.....

SCHEDULE 3

(Section 18)

NOTICE OF INTENTION TO REMAIN

To

With reference to the notice to quit the land at given to me on I hereby give you notice that I intend to remain on the said land for a period of.....

Dated Signed

SCHEDULE 4

(Section 20)

IMPROVEMENTS TO WHICH CONSENT OF LANDLORD IS REQUIRED

- (i) The maintenance, repair, alteration, or construction of buildings
- (ii) irrigation work
- (iii) land drainage systems and soil conservation works other than the minimum essential requirements of good husbandry
- (iv) the control of gullies and water courses
- (v) the planting of fences, hedges, or windbreaks
- (vi) the construction of roads or bridges

SCHEDULE 5

(Section 22)

NOTICE TO APPEAR AT ARBITRATION PROCEEDINGS

In the matter of the Agricultural Small Tenancies Act
and

In the matter of an arbitration between of
..... Tenant and
of Landlord

(1) Whereas is your tenant with
respect to lands situate at in the Quarter of
..... in the State of Saint Lucia

(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 :00
a.m./p.m. when the arbitration proceedings will be held.

Dated this day of 20.....

To of

Director of Agricultural Services.

SCHEDULE 6

FORM OF AWARD

CROPS

30 cocoa trees at \$each

1 acre yams and corn

½ acre cane at \$an acre

Other improvements

(Manure, windbreaks, etc.)

ADDITIONS

DEDUCTIONS

Amount due to
tenant/landlord \$.....

Arbitration costs and fee
landlord \$.....

payable by \$.....

tenant

Date

Signed