

**SAINT VINCENT AND THE GRENADINES
STATUTORY RULES AND ORDERS**

2010 NO. 11

(Gazetted 18th May, 2010)

IN EXERCISE of the powers conferred by section 4 of the Crown Lands Act, Chapter 238, the Governor-General makes the following Regulations-

CROWN LANDS (SALE) (AMENDMENT) REGULATIONS, 2010

1. These Regulations may be cited as the Crown Lands (Sale) (Amendment) Regulations, 2010. **Citation**
2. Regulation 6 of the Crown Lands (Sale) Regulations, referred to in these Regulations as the "principal Regulations," is amended- **Amendment of Regulation 6**
 - (a) by revoking subregulation (3) and inserting the following as subregulation (3)-

“(3) A licensee shall pay interest at the rate of three per centum per annum or part thereof on any amount in default .”;
 - (b) by inserting after subregulation (3) the following new subregulation-

“(4) Notwithstanding subregulation (3) the Cabinet may direct that the payment of the interest accrued beyond five years on the whole or any part of the amount in default shall be waived.”.
3. The Second Schedule to the principal Regulations is revoked and the following substituted- **Amendment of the Second Schedule**

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

6. 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 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.

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

8. 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 such 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.”

Dated the 5th day of May, 2010.

SUSAN DOUGAN
Secretary to the Cabinet.