

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

1983 NO. 25

(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 (RENT) REGULATIONS, 1983

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

2. **Application for renting Crown Lands.** All applications for the renting of Crown Lands shall be made to the Chief Surveyor, Lands and Surveys Department, upon printed forms to be obtained from that Department, and shall be submitted in duplicate to the Chief Surveyor.

3. **Form of Agreement.** On the back of the application form there shall be printed a form of Agreement containing the conditions on which Crown Lands will be rented and the terms on which the agreement shall be approved.

4. **Application with certificate to be forwarded to the Minister.**

(1) An application made under Regulation 2 shall be entertained by the Chief Surveyor if the same is made out in the required form and presented in the proper manner.

(2) The Chief Surveyor shall have the Crown Land in respect of which an application has been made, inspected by the Crown Lands Bailiff to ensure that no prohibited area or part of any Forest reserve under the Forest Act (Cap. 23) is included thereon.

(3) Where the Chief Surveyor is satisfied that the Crown Land is not a prohibited area or part of any Forest Reserve under the Forest Act (Cap. 23), he shall forward the application, together with the certificate of the Crown Lands Bailiff, to the Minister for his approval.

(4) The Minister may, having regard to the land and the purpose for which it is to be used and, with the approval of the Cabinet approve the application.

5. **Signature of Agreement.** Where the Minister approves the application, the Agreement appended to the application shall be completed and signed by the applicant, and by the Chief Surveyor on behalf of the Government, in the presence of a witness and upon payment by the applicant of the amount payable by him as agreed upon he shall be let into possession of the land.

6. **Tenant to have duplicate of Agreement.** Every person to whom Crown Land is rented shall, on request, be entitled to receive a duplicate of the Agreement signed by the Chief Surveyor.

7. **Chief Surveyor's Authority to sign Agreement.**

(1) The Chief Surveyor shall, in respect of any case where the Minister has approved the application, have power and authority to enter into and sign an Agreement for the rental of Crown Lands for the best rent available.

(2) Every Agreement to rent Crown Land shall be in such form containing such conditions as may be approved, from time to time, by the Governor-General:

Provided that in no case shall—

- (a) the land let exceed five acres in extent, or
- (b) the term exceed one year in duration unless it is a year to year tenancy.

8. **Agreement to be filed.** The Chief Surveyor shall maintain a permanent file for the rental of every Crown Land and he shall also keep a register of all Crown Lands rented which shall contain such particulars as the Minister may, from time to time, specify—

9. **Priority of Application.** The Chief Surveyor shall cause to be recorded on each application the hour and date of receipt and give priority applications in the order of their receipt in the Lands and Surveys Department.

10. **Terms of Agreement.** The conditions of tenure of the land shall be as set out in the form of Agreement in the Schedule hereto.

11. **No exclusive rights of user.** No exclusive rights of user shall vest in any person to any existing path or tract or to any spring stream or other natural source of water situated in or flowing through any Crown Land rented to a person.

- 4. Terms of Agreement:
- 5. Certificate of Crown Land Bailiff who inspected the area to be rented.

(See back)

I hereby certify that I did on the
day of

19 , inspect the area to be
rented to the applicant and that the
said area is not a prohibited area or
a Forest Reserve under the Forest
Ordinance, 1945.

.....
Crown Land Bailiff

6.9 Forwarded and recommended

Date:

.....
Not recommended.

.....
Chief Surveyor

7. Approved.

Date:

.....
Not approved.

.....

Date:

FORM OF AGREEMENT

SAINT VINCENT AND THE GRENADINES

AN AGREEMENT made the day of 19

BETWEEN Chief Surveyor of the State of Saint Vincent and the Grenadines on behalf of the Government of Saint Vincent and the Grenadines (hereinafter called the LANDLORD) of the ONE PART and

of

(hereinafter called the TENANT) of the OTHER PART, WHEREBY it is agreed as follows:—

- 1: The Landlord shall let and the Tenant shall take all that lot piece parcel of land situate at in the State of Saint Vincent and the Grenadines containing acres more or less and bounded as follows:—

from year to year commencing on the above date until the tenancy shall be determined at the end of the first of any subsequent year by six calendar months previous notice in writing given by either party

to the other at rent of payable in advance.

2. The tenant shall not sublet or part with possession of the land hereby rented or of any portion thereof without the permission in writing of the Chief Surveyor.
3. The Tenant shall not keep or kindle or permit to be kept or kindled any fire on the said land except for the following purposes:—
 - (a) the cooking of food
 - (b) the burning of charcoal or forest produce under licence duly issued by the Chief Forest Officer.
 - (c) burning of bush, weeds, crop waste or other organic matter as deemed necessary by law or with the permission and direction of the Chief Surveyor or his duly authorised agent or agents.

4. The Tenant shall not remove or permit the removal of any forest produce from the said land save under licence duly issued by the Chief Surveyor or his duly authorised agent in accordance with Crown Land Forest Produce Rules, 1946, as amended.
5. The Tenant may be permitted to keep or pasture any live stock upon the said land, subject to the written permission of the Chief Surveyor.
6. The Tenant shall not cut down, fell, destroy or injure any tree specified in Classes I, II & III in Schedule II to the Crown Lands Forest Produce Amendment Rules 1950 nor any tree specified in Classes IV and V which shall measure more than four inches in diameter, nor shall he remove, injure or destroy any grass, trees, walls, fences, hardwood pegs or concrete posts which are being used to mark and preserve the boundaries of the area or of individual holdings. He shall cultivate the tenancy in a proper and husband-like manner as approved and directed by the Chief Surveyor or his duly authorised agent or agents. He shall take steps to control pests and diseases, to carry out soil and water conservation measures and to maintain all types of contour bunds and/or barriers which occur within the area, and perform any agricultural measures which the Chief Surveyor or his duly authorised Agent or Agents may deem fit:
7. The Tenant shall not raise or remove or suffer to be raised or removed, any minerals from the said land nor shall he remove or permit to be removed manure of vegetable matter suitable for return to the land for composting or for the making of pen manure.
8. The Chief Surveyor or his agents shall at all times have right of access to the said land and may enter upon it freely without let or hindrance.
9. A duplicate of this Agreement shall be kept in the possession of the lessee and shall be produced within 24 hours on demand by any Forest Officer or member of the Police Force. In the event of loss of this Agreement form the matter shall be reported to the Chief Surveyor in writing who may direct the issue of a copy of the Agreement at a charge of one dollar.
10. On the termination of this Agreement any plants or produce left growing or lying upon the said land shall become the property of the Crown.
11. The Tenant shall not erect any buildings upon the said land without the permission in writing of the Chief Surveyor.

12. The Tenant shall carry out such instructions with regard to the crops to be grown on the said lands, the methods of cultivation and the area to be cultivated as may from time to time be given by the Chief Agricultural Officer or his duly authorised agent or agents.
13. The Tenant shall not undertake any improvements on the said land except such as are mentioned in Appendix I to this Agreement.
14. The Chief Surveyor or his duly authorised agent or agents shall have the right, on giving one week's notice in writing to the Tenant, to plant trees on the said land and if this be done, the Tenant shall tend and care for any such trees in a husbandlike manner during the continuation of his tenancy.
15. The Chief Surveyor shall not be held responsible for any damage to the crops or property of the Tenant occasioned by the entry of himself or his agents upon the said lands, nor shall the tenant be entitled to any compensation in respect thereof.
16. The Tenancy may be determined by six months notice in writing given by either side.
17. The Chief Surveyor doth hereby for himself and his successors in office **COVENANT** with the Tenant his executors and administrators as follows:—
 - (a) That upon the termination of the tenancy, if the Tenant shall have performed and satisfied all his obligations to the Landlord in respect of the holding, the Tenant shall be entitled to compensation for the improvements specified in Appendix II hereto.
 - (b) That so long as the Tenant shall pay the rent hereby reserved and perform the covenants on his part herein contained he may, subject to the provisions of Regulation 13 of the Crown Lands (Rent) Regulations, 1982 hold and quietly enjoy the said lands hereby rented during the said tenancy without interruption by the Chief Surveyor or any person claiming under or through him:

Provided always that if the rent reserved or any part thereof shall be in arrear for seven days after the same shall become due (whether any formal or legal demand for the same shall have been made or not) or if the tenant, his executors or administrators, shall not observe all the covenants and provisions hereinbefore contained, it shall be lawful for the Chief Surveyor or his Successor in office to re-enter upon the said lands hereby rented or any part thereof in the name of the whole and the same to peaceably hold and enjoy thence forth as if this Agreement had not been made.

• AND Provided that the Minister may at any time direct the resumption of possession of the whole or part of any Crown Lands rented by him if it is required for a public purpose on paying compensation for the value of such crops as may be on such selected land or portion thereof and also for such improvement as have been effected by the Tenant and compensation shall be assessed by any officer authorised by him having regard to Appendix II.

In Witness whereof the said parties hereto have hereunto set their hands the day and year before written.

Signed by the Tenant

In the presence of:
.....

In the presence of:

Signed by the Chief Surveyor

.....

APPENDIX I

improvements for which the consent of the Minister is required

- (a) Dwelling and farm buildings
- (b) Irrigation works
- (c) Permanent crops
- (d) Trees of economic value
- (e) Roads, bridges, and traces
- (f) Land Drainage systems
- (g) The control of gullies and water courses
- (h) Fences, hedges and windbreaks
- (i) Anti-erosion measures on cultivable land.

APPENDIX II

Compensation on Termination of Contract

- (a) The Tenant shall be entitled to compensation for the following improvements only when made with the consent or with the direction of the Minister.
1. Buildings (not including temporary or moveable structures e.g., wattle and daub huts, cowpens etc.)
 2. Trees of economic value established on cultivable areas:
 3. Established pastures
 4. Permanent and semi-permanent crops
 5. Irrigation works
 6. Roads and bridges.
 - 7: Establishment of soil erosion barriers
 8. Establishment of contour trench system
 9. Gully and watercourses control measures
 10. Trees of economic value established on areas which are required to be left under cover for the purpose of erosion control.
 11. Establishment of wind breaks.

Made the 11th day of August 1983.

J. A. POMPEY,
Secretary to Cabinet.

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1983.

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