

CHAPTER 10

AGRICULTURAL SMALL TENANCIES ACT

• Act • Subsidiary Legislation •

ACT

Amended by

Act No. 2 of 1959
Act No. 18 of 1963
Act No. 34 of 1978

ARRANGEMENT OF SECTIONS

1. Short title.
2. Interpretation.

PART I

Form and Conditions of Contracts of Tenancy

3. Form of contract of tenancy.
4. Consideration for contract.
5. Contracts of tenancy to be registered by landlord.
6. Stamp duty.
7. Certified copy of contract.
8. Determination of tenancy.
9. Notice to quit.
10. Assignment of contract.
11. Subletting prohibited.
12. Absence of tenant.
13. Tenancy not to terminate unless six months' notice given.
14. Unregistered contracts.
15. Contracts in respect of mortgaged holdings.
16. Rights of landlord.
17. Evidence of registered contracts.

PART II

Compensation for Improvements

18. Compensation for improvements.
19. Consent of landlord to improvements in Fourth Schedule.
20. Settlement of compensation.
21. Authorised officer to be responsible for arbitration.
22. Notice to appear.
23. Power of authorised officer to demand production of documents and to administer oath.
24. Form of award to be as in Sixth Schedule.
25. Time of award and delivery of award.
26. Fourteen days after proof of service of award it shall be deemed a civil debt and recoverable as such.
27. Limitation of claim by tenant.
28. Appeals.

PART III

Miscellaneous Provisions

29. Boundary marks.
30. Special provisions relating to specified trees.

31.	Application to certain contracts of tenancy subsisting on 1st January, 1953.
32.	Rules.
33.	Jurisdiction of magistrate.
34.	Contracting out prohibited.
35.	Provisions of this Act to prevail.
First Schedule	Contract of Tenancy under the Agricultural Small Tenancies Act
Second Schedule	Notices to Quit
Third Schedule	Unregistered Contracts
Fourth Schedule	Improvements for which Consent of Landlord is Required
Fifth Schedule	Notice to Appear at Arbitration Proceedings
Sixth Schedule	Form of Award

CHAPTER 10

AGRICULTURAL SMALL TENANCIES ACT

An Act relating to agricultural small tenancies, and for connected purposes.

[Amended by Act No. 2 of 1959, Act No. 18 of 1963, Act No. 34 of 1978.]

[1st January, 1953.]

1. Short title

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

2. Interpretation

(1) In this Act—

“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, arbitration officer appointed under this Act, official attestor appointed under the Illiterate Persons (Protection of) Act, Chapter 144, or any person duly authorised in that behalf by the Minister;

“authorised officer” means agricultural officer appointed by the Minister;

“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;

“Minister” means the Minister for the time being responsible for agriculture;

“Registrar” means the Registrar of the Supreme Court;

“rules of good husbandry” means having regard to the character and location of the holding—

- (a) the maintenance in good order, and the construction, of terraces, drains, barriers, bunds and hedges and the carrying out of measures of contour cultivation and cropping as the authorised officer 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 husband like manner and the maintenance of the fertility of the holding to the satisfaction of the authorised officer by the application of manures produced on the holding other than compost, 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 authorised officer, for the control of pests, diseases and noxious weeds;
- (f) the maintenance and clearing of drains and ditches other than those included 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 from time to time under this Act by the Minister:

Provided that the definition "rules of good husbandry" does not imply an obligation on the part of a tenant to carry out work described in paragraphs (f) and (g) unless such work is required to be done by him or her under his or her contract of tenancy;

"small holding" means a parcel of land under cultivation 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. Form of contract of tenancy

(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) of that Schedule, or shall have the effect of rendering the same inoperative or void.

(4) A person who contravenes the provisions of this section shall be guilty of an offence and liable, on summary conviction, to a fine of two hundred and fifty dollars.

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 of tenancy to be registered by landlord

(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 or her as aforesaid shall be properly recorded by filing the same.

(4) Every landlord who contravenes any of the provisions of this section shall be guilty of an offence and liable, on summary conviction, to a fine in the case of a first offence of one hundred dollars and in the case of a second or subsequent offence of two hundred and fifty dollars, and in any case to a further fine not exceeding fifty dollars for each month during which such contravention continues after conviction thereof.

6. Stamp duty

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.

7. Certified copy of contract

On payment of the sum of twenty-five 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.

8. Determination of tenancy

(1) A contract of tenancy may, notwithstanding any period of tenancy stipulated therein, 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 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 sublets or assigns the small holding without the consent of the landlord previously obtained in writing;

(b) by the landlord by three months' notice to quit where the tenancy exceeds one year or by one month's 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 certificate by the authorised officer 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 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:

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. 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 and shall not be ambiguous or optional.

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

(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, 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 by registered post.

10. Assignment of contract

(1) A tenant, with the consent in writing of the landlord previously obtained, may assign his or her 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 or her assignor had and was subject to.

11. Subletting prohibited

A tenant shall not sublet a small holding without the consent in writing of the landlord previously obtained.

12. Absence of tenant

Whenever a tenant intends to leave Grenada he or she shall inform the landlord to this effect in writing and appoint an agent whose name and address he or she shall communicate to the landlord.

13. Tenancy not to terminate unless six 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 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.

(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 half year of the tenancy.

14. Unregistered contracts

(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.

(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 any provision in this Act to the contrary, the length of notice to quit, in the case of a tenancy from month to month, shall be one month.

15. Contracts in respect of mortgaged holdings

(1) Notwithstanding any provision in the Deeds and Land Registry Act, Chapter 79, to the contrary, 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 or her irrespective of whether he or she had notice or not of the same.

(2) The owner of 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) An owner of land contravening the provisions of subsection (2) shall be guilty of an offence and liable, on summary conviction, to a fine of one thousand five hundred dollars.

16. Rights of landlord

(1) The landlord or his or her duly authorised agent may enter and inspect a small holding at all reasonable times between the hours of 6 a.m. and 6 p.m.

(2) The landlord may require the tenant to remove any sugarcane, perennial or permanent crops or trees that have been planted without his or her written consent. If the tenant fails within a reasonable time to comply with such requirement it shall be lawful for the landlord or his or her employees or agents to enter upon the land and remove such crops or trees.

17. Evidence of registered contracts

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. 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 for any improvements comprised in the Fourth Schedule such sum as fairly represents the value of the improvements made by him or her on the small holding:

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 or she was required to make by the terms of such tenancy unless in the opinion of the authorised 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 or her 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 (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. Consent of landlord to improvements in Fourth Schedule

(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 improvement, 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 under section 8.

20. Settlement of compensation

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. Authorised officer to be responsible for arbitration

(1) When the landlord and the tenant do not agree upon the amount of compensation then either party may make application in writing to the authorised officer to determine the value of the improvements to the holding by arbitration in the manner hereinafter provided.

(2) Every such application shall be made within forty-four days of the determination of the tenancy and shall be accompanied by a statement in writing setting out in full the particulars of the applicant's claim.

22. Notice to appear

(1) On receipt of such application the authorised 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) *Arbitration proceedings.*—Not less than seven days after service of the said notice and on proof of such service the authorised officer 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 of authorised officer to demand production of documents and to administer oath

The authorised officer if he or she 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 authorised officer seems necessary for the determination of the difference referred to him or her, 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 or she shall be deemed to have committed perjury.

24. Form of award to be as in Sixth Schedule

(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.

(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 the costs and fees is to be paid.

(3) The costs of and incidental to any proceedings for compensation under this Act shall be in the discretion of the authorised officer and shall not exceed ten dollars.

(4) All sums, including arbitration costs and fees payable under the award, shall be paid into the magistrate's court of the district in which the holding is situate.

25. Time of award and delivery of award

The authorised officer shall, within fourteen days of the conclusion of the proceedings under section 21 or within such longer period (not exceeding twenty-eight 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 forthwith cause a copy to be served upon each of the parties.

26. Fourteen days after proof of service of award it shall be deemed a civil debt and recoverable as such

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 authorised officer upon order by a magistrate.

27. Limitation of claim by tenant

No claim for compensation shall be enforceable 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 two months from the termination of the tenancy.

28. Appeals

(1) Either party who is aggrieved by any award of the authorised officer may on a question of law within fourteen days of the receipt by him or her 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 authorised officer or his or her nominee;
- (b) the grounds of his or her appeal therefrom.

PART III

Miscellaneous Provisions

29. Boundary marks

(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 shall be guilty of an offence and, without prejudice to any civil liability, be liable on summary conviction to a fine of two hundred and fifty dollars.

30. 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 for himself or herself 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 or herself the right referred to in subsection (1) it shall be lawful, after giving due notice to the tenant, for him or her or his or her employees or agents to enter upon the small holding in respect of which the

right is reserved between the hours of 6 a.m. and 6 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 compensation 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 her or his or her employees 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.

31. Application to certain contracts of tenancy subsisting on 1st January, 1953

The provisions of this Act apply to a contract of tenancy entered into before, and subsisting on, the 1st January, 1953, in respect of which—

- (a) if it is in writing, the landlord delivered a copy of it to the tenant at the time it was executed or thereafter at any time before the 1st July, 1953;
- (b) if it is not in writing, the landlord delivered to the tenant before the 1st July, 1953, a memorandum containing details of the names and addresses of the parties, the date or approximate date of the contract, the area or approximate area and the situation of the small holding to which it relates, the period for which the tenancy was entered into, and the rent payable.

32. Rules

The Minister may make rules—

- (a) amending 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.

33. Jurisdiction of magistrate

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 authorised officer shall be within the jurisdiction of a magistrate and shall be heard and determined on the civil side of the magistrate's court; and the provisions of the Magistrates Act, Chapter 177, shall apply, *mutatis mutandis*, 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

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.

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:

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

First Schedule
AGRICULTURAL SMALL TENANCIES ACT

Contract of Tenancy under the Agricultural Small Tenancies Act

[Section 3.]

An Agreement made on (date)
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
of (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

..... acres or thereabout situate at
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 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—

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

OR

to fulfil the obligations on his or her 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 the rules of good husbandry as defined in the Agricultural Small Tenancies Act, Chapter 10, 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 authorised officer 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 husband like manner and the maintenance of the fertility of the holding to the satisfaction of the authorised 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 authorised officer, for the control of pests, diseases, and noxious weeds;
 - (f) such other rules of good husbandry as may be made under the Agricultural Small Tenancies Act from time to time;
- (4) not to burn bush or any form of vegetable matter grown on the holding without the

consent of the landlord and the authorised 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 or she so wishes, do any necessary work which should have been done by the tenant under the terms of his or her contract, and may charge or deduct from any monies 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 or her paying the rent hereby reserved, fulfilling the obligations on his or her part contained in clause 3 and observing and performing the several conditions and stipulations on his or her 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 or her.

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

As witness our hands on the date 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
AGRICULTURAL SMALL TENANCIES ACT
 [Section 9.]

(1) Notice to Quit by Landlord

To

I hereby (as agent or solicitor for X.Y. your landlord and on his or her behalf) give you notice to quit and deliver up possession on the (date) of the small holding situate at in the parish of which you hold of me/him or her as tenant thereof under a contract of tenancy dated the (date) under the provisions of the Agricultural Small Tenancies Act, Chapter 10.

This tenancy is being terminated for the following reasons—

.....
.....

Dated: etc.

.....
Landlord

(2) Notice to Quit by Tenant

To

I hereby (as agent or solicitor for X.Y. 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 (date)
of the small holding situate at
..... in the parish of, now held by me/him or her
as your tenant under a contract of tenancy dated the (date)
under the provisions of the Agricultural Small Tenancies Act, Chapter 10.

This tenancy is being terminated for the following reasons—

.....
.....

Dated: etc.

.....
Tenant

Third Schedule
AGRICULTURAL SMALL TENANCIES ACT

Unregistered Contracts
[Section 14.]

The tenant agrees—

- (a) to adopt such measures of contour cultivation and cropping contour, drainage and such other measures as the authorised officer shall consider the minimum essential requirements for 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 authorised officer;
- (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 and of the authorised officer;
- (e) not to assign or sublet 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 or her contract, and may deduct from any monies 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 Act, Chapter 10.

Fourth Schedule
AGRICULTURAL SMALL TENANCIES ACT

Improvements for which Consent of Landlord is Required
[Section 19.]

- (a) The maintenance, repair, alteration or construction of buildings.

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

Fifth Schedule
AGRICULTURAL SMALL TENANCIES ACT

Notice to Appear at Arbitration Proceedings
 [Section 22.]

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 parish of
- (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 (date) at o'clock a.m./p.m. when the arbitration proceedings will be held.

Dated: etc.

To of

.....
Authorised Officer

Sixth Schedule
AGRICULTURAL SMALL TENANCIES ACT

Form of Award
 [Section 24.]

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 landlord/tenant

Arbitration costs and fees:

payable by landlord\$

payable tenant \$

Dated: etc.

.....
Signed

**CHAPTER 10
AGRICULTURAL SMALL TENANCIES ACT**

SUBSIDIARY LEGISLATION

No Subsidiary Legislation
