



TRINIDAD AND TOBAGO

No. 32—1961

[L.S.]

I ASSENT,

SOLOMON HOCHOY

Governor.

20th October, 1961.

AN ORDINANCE to provide for better security of tenure for farmers of small agricultural holdings, to restrict the right to recover possession of such holdings and for purposes connected with the matters aforesaid, and to apply the loan provisions of the Agricultural Credit Bank Ordinance to certain tenancies.

[On Proclamation]

Commencement

ENACTED by the Governor of Trinidad and Tobago with the Enactment.
advice and consent of the Legislative Council thereof.

1. (1) This Ordinance may be cited as the Agricultural Small Short title.
Holdings Tenure Ordinance, 1961.

(2) This Ordinance shall come into operation on a date to be fixed by the Governor by proclamation published in the *Royal Gazette*.

Interpretation.

2. (1) In this Ordinance—

- (a) “agricultural district” means that area of the Territory in which an agricultural tribunal may exercise its powers and duties under this Ordinance;
- (aa) “agricultural land” means any arboreal plantation, banana land, cane land, market garden land or rice land;
- (b) “arboreal plantation” means a plantation that is let or agreed to be let for the cultivation of cacao, coffee, citrus or other arboreal products;
- (c) “banana land” means land that is let or agreed to be let for the cultivation, either wholly or mainly, of bananas or plantains;
- (d) “cane land” means land that is let or agreed to be let for the farming, either wholly or mainly, of sugar cane;
- (e) “contract of tenancy” means any contract express or implied that creates a tenancy in respect of agricultural land or any transaction that creates a licence to cultivate any agricultural land, but does not include an agricultural contract as defined in the Agricultural Contracts Ordinance when the terms and conditions of such contracts are in writing and signed by the parties thereto;
- (f) “landlord” means any person for the time being entitled to receive the rents and profits of any land;
- (g) “market garden land” means land that is let or agreed to be let for the cultivation of market garden crops, and other annual foodcrops except rice;
- (h) “Minister” means the member of the Cabinet for the time being charged with the administration of the subject of agriculture;
- (i) “practice of good husbandry” means in relation to any small holding that standard of husbandry determined pursuant to section 9;
- (j) “prescribed” means prescribed by regulations made under this Ordinance;
- (k) “regulations” means regulations made under this Ordinance;

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- (l) "rice land" means land that is let or agreed to be let for use either wholly or mainly for the cultivation of paddy, if at the time of the letting or agreement to let the land is fit for the cultivation of paddy;
- (m) "small holding" means a parcel of agricultural land held under a contract of tenancy for agricultural purposes and that consists of not less than one acre nor more than fifty acres whether with or without buildings;
- (n) "tenant" means the holder of land under a contract of tenancy, and includes the personal representative, executors, administrators, assigns, committee in lunacy or trustee in bankruptcy of a tenant or other person deriving title from a tenant;
- (o) "tenancy" includes a sub-tenancy;
- (p) "tenancy instrument" means the writing evidencing a contract of tenancy;
- (q) "Territory" means Trinidad and Tobago;
- (r) "tribunal" means an agricultural tribunal established pursuant to section 12.

(2) A parcel of agricultural land that, immediately before the commencement of this Ordinance, was a holding or small holding for the purposes of the Sugar Cane Small Holdings Ordinance or the Rents of Small Agricultural Holdings Ordinance but is not a small holding as defined in subsection (1) shall be deemed for the purposes of this Ordinance to be a small holding—

- (a) during the subsistence of any tenancy agreement in relation to that parcel and in effect on the commencement of this Ordinance, and
- (b) during the continuance of any extension or renewal of the tenancy agreement.

(3) A reference in this Ordinance to a section shall, unless the contrary intention appears, be read as a reference to a section of this Ordinance; and a reference in this Ordinance to a subsection or paragraph shall, unless the contrary intention appears, be read as a reference to a subsection or paragraph, as the case may be, of the section in which the reference occurs.

SECURITY OF TENURE

3. (1) Notwithstanding any law or agreement to the contrary but subject to this Ordinance, a contract of tenancy of a small holding, whether written or oral, shall—

- (a) in the case of a small holding of cane land, be deemed to be a contract of tenancy for a term of five years,

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Agricultural
small holdings.

- (b) in the case of a small holding of banana land, be deemed to be a contract of tenancy for a term of five years,
- (c) in the case of a small holding of rice land, be deemed to be a contract of tenancy for a term of three years,
- (d) in the case of a small holding of market garden land, be deemed to be a contract of tenancy for a term of one year, and
- (e) in the case of a small holding of an arboreal plantation, be deemed to be a contract of tenancy for a term of ten years.

(2) For the purposes of subsection (1) the term of years therein limited for a contract of tenancy shall be computed from the date the contract of tenancy was entered into or extended or renewed, as the case may be.

(3) This section applies in respect of any land of the kind mentioned in subsection (1) that is deemed to be a small holding under subsection (2) of section 2.

Statutory term
not to be
shortened.

4. No contract of tenancy of any land mentioned in subsection (1) of section 3, whether the contract was made before or after the commencement of this Ordinance, shall be terminated by the landlord or tenant of the land within the term fixed for that contract by that subsection, except in the manner provided by this Ordinance.

Contract to be
in writing.

5. (1) A contract of tenancy shall be evidenced by an instrument in writing called, in this Ordinance, the tenancy instrument.

(2) The tenancy instrument shall contain the names and addresses of the parties, the rent provided for, and the place at which the rent is to be paid, the purpose of the tenancy, the term of the contract of tenancy and such other particulars as may be prescribed.

(3) The tenancy instrument shall be in such form as may be prescribed and shall be signed by the parties thereto and attested before a justice of the peace.

(4) This section does not apply to a contract of tenancy of a small holding that was entered into before the commencement of this Ordinance.

Statutory
conditions.

6. (1) The conditions set forth in this section shall be implied in every contract of tenancy of a small holding, whether entered into before or after the commencement of this Ordinance, and shall be written under the heading "statutory conditions" into every tenancy instrument executed after the commencement of this Ordinance.

STATUTORY CONDITIONS

1. The rental payable under this contract shall be paid annually by the tenant not later than the 31st day of December in each year of the term of the contract.

2. The landlord undertakes and agrees to issue to the tenant a receipt in writing for the payment of rent by or on behalf of the tenant, and the receipt shall be in such form as may be prescribed under the Agricultural Small Holdings Tenure Ordinance, 1961.

3. The landlord undertakes and agrees not to evict or attempt to evict the tenant or to give the tenant notice to quit or otherwise to terminate or attempt to terminate the contract except as permitted and authorised by the Agricultural Small Holdings Tenure Ordinance, 1961.

4. The tenant undertakes and agrees not to terminate or attempt to terminate the tenancy except as permitted and authorised by the Agricultural Small Holdings Tenure Ordinance, 1961.

(2) In the case of a contract of tenancy of a small holding of cane land the following statutory condition shall be implied in the contract of tenancy and written into the tenancy instrument in addition to the statutory conditions set forth in subsection (1).

CANE LAND: The landlord undertakes and agrees that the tenant may use not more than one-fifth of the total area of the small holding for the purpose of growing food crops of the tenant.

7. (1) Forthwith upon the execution of a tenancy instrument, the landlord thereunder shall deliver a signed copy of the tenancy instrument to the tenant thereunder.

Copy of tenancy instrument to tenant.

(2) Every landlord shall keep a file which shall contain all tenancy instruments relating to small holdings and executed in respect of any of his agricultural lands.

(3) Every landlord shall permit any file kept by him pursuant to subsection (2) to be inspected at all reasonable times by any person authorized in writing for that purpose by the Minister.

(4) A landlord who fails to comply with this section is guilty of an offence and liable on summary conviction—

(a) in the case of a first offence, to a fine of twenty-five dollars,

- (b) in the case of a second or subsequent offence, to to a fine of fifty dollars, and
- (c) in any case, to a further fine of twenty-five dollars each month during which failure to comply with any such provision continues after conviction therefor.

Extension of renewal of contract of tenancy.

8. (1) A contract of tenancy of a small holding may be extended or renewed from time to time.

(2) A tenant of a small holding who, for the term of his contract of tenancy—

(a) has cultivated the small holding in a manner consistent with the practice of good husbandry, and

(b) has committed no breach of the contract of tenancy, is, subject to the provisions of this Ordinance relating to the termination of a contract of tenancy, entitled at the end of the term of the contract of tenancy to an extension of the contract of tenancy for a like term, and similarly at the end of that term or any subsequent extended term of the contract of tenancy.

(3) The original period of a contract of tenancy when added to the periods of extension thereof shall not, except with the consent in writing of the landlord, exceed twenty-five years.

Practice of good husbandry.

9. (1) For the purposes of this Ordinance, the “practice of good husbandry” in relation to a small holding shall be determined as a matter of fact by the tribunal, who in making or giving an order under section 38, shall take into consideration the following factors:

(a) the character and location of the small holding, and the increase or decrease in the capital value of the small holding as a result of the cultivation practices of the tenant;

(b) the extent to which the tenant has maintained the soil in good order in accordance with the generally accepted measures and methods used in similar locations for the conservation of soil, or in accordance with any directions or advice issued in writing to the tenant by the Minister or his nominee in respect of measures and methods most likely to conserve the soil and fertility of the small holding of that tenant;

(c) the extent to which the tenant has maintained in good order—

(i) drains, embankments, ditches, terraces, barriers and hedges,

- (ii) gates, fences and walls,
- (iii) farm buildings, water tanks, ponds and catchments;
- (d) the extent to which the tenant has avoided any practice commonly known to have an effect harmful to the soil or that can lead to a reduction in the fertility of the small holding;
- (e) the extent to which the tenant has initiated and carried out measures for the control of pests, diseases and noxious weeds in accordance with commonly accepted good methods or in accordance with the written advice of the Minister or his nominee;
- (f) the extent to which the cultivation of the small holding by the tenant has adversely or beneficially affected other agricultural land in the vicinity of the small holding.

(2) Nothing in this section implies an obligation on the part of a tenant of a small holding to carry out repairs to drains, ditches, gates, fences, walls and farm buildings unless repairs thereto are required to be carried out by him under his contract of tenancy of the small holding.

10. A provision in a contract of tenancy of a small holding whereby the tenant purports to contract himself out of the provisions of this Ordinance or the effect of which would be to contract the tenant out of the provisions of this Ordinance is against public policy and void. Contracting out of Ordinance void.

11. The landlord of a small holding, or any person authorized by him, may at all reasonable times enter in the small holding or any part of it for the purpose of making any inspection thereof that may reasonably be required for the purposes of this Ordinance. Right of entry.

ESTABLISHMENT OF AGRICULTURAL TRIBUNALS

12. (1) The Governor in Council may establish, in accordance with this Ordinance, as many agricultural tribunals as he thinks fit. Agricultural tribunals.

(2) The Governor in Council when establishing a tribunal shall specify in respect of that tribunal the agricultural district of the tribunal, which shall be the area of the Territory in which the tribunal shall exercise its powers and duties under this Ordinance.

(3) A tribunal shall consist of—

- (a) a magistrate selected by the Chief Justice, who shall be the chairman of the tribunal;

- (b) three persons appointed by the Governor in Council who shall be members at large of the tribunal;
- (c) three persons appointed by the Governor in Council on the nomination singly of the Agricultural Society of Trinidad and Tobago, of the Federation of Agricultural, Fishing and other Co-operative Societies of Trinidad and Tobago, and of the Valuers' Association; and
- (d) in the case of a tribunal whose agricultural district is restricted to the island of Trinidad, two persons appointed by the Governor in Council on the nomination singly of the Trinidad Island-Wide Cane Farmers Association and of the Sugar Manufacturers Association.

(4) The members appointed under paragraphs (c) and (d) of subsection (3) shall be known as the representative members of the tribunal.

Meetings of tribunals.

13. (1) A tribunal shall meet so often as the chairman may determine and at such time and at such place as the chairman may deem expedient.

(2) Three members of a tribunal, including the chairman or acting chairman, shall constitute a quorum of the tribunal.

(3) A tribunal may act notwithstanding any vacancy in its membership.

(4) In all business before a tribunal the chairman or acting chairman has an original vote.

(5) All matters and questions before a tribunal may be decided by a majority of votes, but where the voting is equal, the chairman or acting chairman may cast a deciding vote.

Acting Chairman.

14. In the absence or inability to act of the chairman of a tribunal, the Chief Justice at the request of the Minister may select another magistrate to act temporarily as chairman during the period of the absence or the duration of the inability of the chairman.

Disqualification of members.

15. A member of a tribunal is disqualified from sitting on the tribunal during the hearing and disposal of any matter in which he is personally interested or in the case of a company so interested if the member is directly or indirectly interested in the affairs of the company or is the servant or agent of a person or company directly or indirectly interested in the matter before the tribunal.

16. (1) For the purpose of securing the attendance of a witness before a tribunal, the chairman of the tribunal has the powers of a judge of a Petty Civil Court to compel the attendance and examination of witnesses and the production of documents.

Witnesses
before
tribunals.

(2) A person is guilty of an offence and liable on summary conviction to a fine of one hundred dollars who without lawful excuse—

- (a) fails or refuses to attend a meeting of a tribunal in obedience to a summons therefor,
- (b) fails or refuses to answer any question material to the subject of an investigation by a tribunal and put to him by the tribunal or a member thereof,
- (c) fails or refuses to produce a document that he is required by a tribunal to produce, or
- (d) fails or refuses to supply any information required by a tribunal.

(3) A person is guilty of an offence and liable on summary conviction to imprisonment for one year or to a fine of five hundred dollars or to both the imprisonment and fine, who wilfully gives a false answer to any question material to the subject of an investigation by a tribunal and put to him during the course of any proceedings before the tribunal.

17. (1) Subject to this Ordinance and to the regulations, a tribunal may regulate its own proceedings.

Regulation of
proceedings
and records.

(2) The chairman of a tribunal shall cause to be kept a record of each proceeding before the tribunal, of the evidence taken thereat, the decision arrived at, and of the names of the members taking part in the proceedings.

18. (1) With the approval of the Governor in Council, a tribunal may appoint and employ, at such remuneration and on such terms and conditions as the Governor in Council may determine either generally or particularly, a secretary and such other officers and employees as the tribunal may consider necessary for the proper carrying out of its functions under this Ordinance.

Appointment of
staff of
tribunal.

19. (1) The members of the tribunal shall be paid such allowances and expenses as may be prescribed.

Expenses and
allowances of
members of
tribunal.

(2) Any payments authorized under this section shall be made in the manner prescribed out of any moneys appropriated therefor by the Legislature or in the absence of an appropriation out of the general revenue of the Territory.

POWERS AND DUTIES OF TRIBUNAL

Functions of
tribunal.

20. (1) In respect of its agricultural district a tribunal may, upon the application of a landlord or tenant of a small holding—

- (a) subject to subsection (3), assess, fix and certify the maximum rent to be paid in respect of the small holding,
- (b) determine the amount of compensation in relation to the small holding in any case where the tribunal has a power or duty under this Ordinance to fix compensation,
- (c) grant leave to the landlord to relocate the small holding on other suitable land,
- (d) grant leave to the landlord to reduce the size of the small holding,
- (e) authorize and direct the recovery of the small holding,
- (f) authorize and direct the transfer of the tenancy of the small holding.

(2) In respect of its agricultural district a tribunal may exercise any power or duty conferred or imposed upon it under this or any other Ordinance, and any power or duty that is incidental or necessary to a power or duty thereby conferred or imposed.

(3) In assessing and fixing a maximum rent for a small holding, a tribunal shall have regard to the market value of the small holding as agricultural land, exclusive of any improvements added thereto by the tenant or former tenant under a contract of tenancy of the small holding, and allow the landlord a net return of the prescribed percentage a year on the market value as agricultural land of the land under the small holding.

(4) The prescribed percentage shall be four per centum or such other percentage as may be fixed by order of the Governor in Council, approved by both Chambers of the Legislature.

Provisions for
securing
tenancy
instrument.

21. (1) Where

- (a) in respect of any contract of tenancy of a small holding of any land mentioned in paragraphs (a) to (e) of subsection (1) of section 3 entered into after the commencement of this Ordinance, a tenancy instrument has not been executed by the parties or the tenancy instrument does not contain

the statutory conditions required by section 6 to be written therein, or

- (b) in respect of a contract of tenancy of a small holding of any land, mentioned in paragraphs (a) to (e) of subsection (1) of section 3 and entered into before the commencement of this Ordinance, the terms and conditions of the contract have not been reduced to writing and signed by the parties, or if reduced to writing do not include conditions similar in substance and not less favourable to the tenant than the statutory conditions required by section 6,

the landlord or tenant, if he has first requested the other to have the contract evidenced by a tenancy instrument or to include the statutory conditions set out in section 6, or both, as the case may require, and no such tenancy instrument has been executed, may refer the matter to the tribunal of the agricultural district in which the small holding is situated.

(2) On a reference under this section the tribunal shall in its award—

- (a) specify the existing terms of the contract of tenancy between the landlord and tenant with any variations thereof agreed upon by the landlord and tenant, and
- (b) in so far as the existing terms as specified make no provision similar to section 6 or no less favourable to the tenant or contain provisions inconsistent with section 6, make provision for the inclusion, in the tenancy instrument to evidence the contract, of all the statutory conditions required by section 6 to be included in such instrument.

RENT ASSESSMENT HEARINGS

22. (1) A tenant or landlord of a small holding may make application to the tribunal of the agricultural district in which the small holding is situated to have the maximum rent of the small holding assessed, fixed and certified. Application to fix maximum rent.

(2) The tribunal shall cause notice of the date, time and place fixed by the tribunal for investigating the application to be given to the tenant and landlord concerned in the application.

(3) Where an application is made by a tenant the tribunal may, if it thinks fit, direct that the notice to the landlord be given to the agent of the landlord instead of to the landlord.

Holding of
investigation
following
notice.

23. (1) When, on the day and at the time fixed for the investigation, the tenant and the landlord, or the tenant and the agent of the landlord, as the case may be, appear, the tribunal shall proceed with the investigation; and for that purpose may direct such adjournments and postponements from time to time as it thinks proper.

(2) Where notice under section 22 has been received by the tenant and the landlord, or the tenant and the agent of the landlord, as the case may be, if the tenant or landlord or agent of the landlord, as the case may be, fails to appear on the date and at the time fixed for the investigation, the tribunal may proceed with the investigation or may postpone it to such date as it thinks fit.

(3) Where notice under section 22 has been received by the tenant, the tribunal may, notwithstanding that the landlord or the agent of the landlord has received no notice under section 22, proceed with the investigation—

- (a) if delivery of the notice was refused by the landlord or agent of the landlord, as the case may be,
- (b) if the address in the Territory of the landlord and the agent of the landlord, if any, are not known to the tenant and cannot be ascertained by the tribunal, or
- (c) if the landlord resides elsewhere than in the Territory.

Voluntary
evidence on
investigation.

24. (1) On an investigation by a tribunal, the landlord or his agent may give evidence, produce documents and call witnesses; and the tenant thereof may cross-examine the landlord or his agent and any witnesses called on behalf of the landlord.

(2) On an investigation by a tribunal, the tenant may give evidence, produce documents and call witnesses, and any other person may give evidence for the purpose of ascertaining all the relevant facts; and the landlord or his agent and any tenant may cross-examine any witness called on behalf of the tenant and the landlord or his agent and any tenant may cross-examine any other person giving evidence on the investigation.

Compulsory
evidence on
investigation.

25. A tribunal may require the landlord, or his agent, the tenant or any other person to give evidence for the purpose of ascertaining all the relevant facts; and the landlord or his agent and the tenant may cross-examine any such witness.

Oral evidence
to be under
oath.
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26. Subject to the Evidence Ordinance, all oral evidence given before a tribunal on an investigation of an application under section 22 shall be given upon oath, and the chairman of the tribunal shall administer the oath.

Place and
hearing of
investigation.

27. The proceedings at every investigation by a tribunal of an application under section 22 shall be conducted at such

place or places within its agricultural district as may, with the approval of the Chief Justice, be determined by the tribunal, and shall be open to the public.

28. (1) The landlord and the tenant and any other interested party may be represented before a tribunal by a barrister-at-law or solicitor of the Supreme Court.

Representation before tribunal.

(2) The landlord may be represented before a tribunal by his agent.

29. (1) Upon the investigation of an application under section 22, the tribunal may, subject to subsection (2), take into consideration any relevant facts that the tribunal finds to be proved by the investigation, notwithstanding the absence of formal proof of those facts.

Relevant facts proved informally.

(2) Before any facts referred to in subsection (1) are taken into consideration by the tribunal—

(a) the party or parties present before the tribunal shall be informed of the substance of those facts,

(b) the tribunal shall make or cause to be made a note of those facts, and

(c) the party or parties present before the tribunal shall be given an opportunity, if he or they so desire, of adducing evidence in regard to those facts.

30. (1) Where an application is made under section 22, the tribunal may, for the purpose of inspecting the small holding concerned in the application require the tenant to permit the tribunal to enter upon the small holding; and, where necessary, the tribunal may require the landlord to grant access to the small holding.

Inspection of small holding by tribunal.

(2) Where an inspection is to be made without requiring the landlord to grant access to the small holding being inspected, the tribunal shall give reasonable notice to the landlord of its intention to inspect the small holding.

(3) Where a tribunal inspects a small holding under the authority of this section, the tribunal shall record or cause to be recorded the results of its inspection.

31. Without prejudice to the power of a tribunal to assess, fix and certify a maximum rent following an investigation, a tribunal may assess, fix and certify a maximum rent for a small holding in respect of which an application is made under section 22, where—

Assessment of maximum rent in absence of evidence of landlord.

(a) the landlord or his agent fails without reasonable cause to attend before the tribunal on the date and at the time and place fixed in the notice given under

- section 22, or on any date on which the holding of the investigation was adjourned or postponed, if the notice was received by the landlord or his agent,
- (b) the landlord or his agent declines to give evidence, or declines to give evidence on any point that in the opinion of the tribunal is relevant to its investigation,
 - (c) the landlord or his agent is for any reason unable to prove any fact required to be proved for the purpose of ascertaining or fixing the maximum rent, or
 - (d) the investigation was held under subsection (3) of section 23.

Witness
expenses
and costs.

32. (1) The chairman of a tribunal investigating an application under section 22 may direct that out of pocket expenses of any witness shall be paid by such party as he thinks proper.

(2) Notwithstanding subsection (1), no direction for the payment of out of pocket expenses of a witness called by the tenant shall be given against the landlord where the maximum rent fixed by the tribunal on the application of the tenant is the same as or greater than the rent actually paid by the tenant to the landlord before the application was made.

(3) Except as provided in subsection (1), no costs shall be awarded to any party and no fee shall be allowed to any witness upon the investigation of an application under section 22.

Maximum rent
certificate.

33. Where a tribunal has ascertained, assessed and fixed the maximum rent for a small holding, the chairman shall—

- (a) cause to be recorded, filed and preserved the reasons for the tribunal's decision,
- (b) cause a certificate of the maximum rent to be completed in the form prescribed; and sign the same,
- (c) issue the certificate by causing a signed copy thereof to be sent by registered mail to the landlord and to each tenant who was a party to the application.

Evidential
value of
certificate.

34. A certificate of maximum rent issued pursuant to section 33 shall be admitted in evidence in all courts of law and before any tribunal as conclusive proof—

- (a) as between the landlord and the tenant who were parties to the investigation by which the maximum rent was assessed, and
- (b) for and against the tenant who was a party to the investigation by which the maximum rent was assessed, notwithstanding any change of landlord,

that the maximum rent of the small holdings described in the certificate is as stated there, and in all other cases shall be admitted in evidence in all courts of law and before any tribunal as *prima facie* proof thereof.

35. Payment of the maximum rent stated in a certificate of maximum rent issued pursuant to section 33 may be enforced notwithstanding any appeal under section 36, but where on any such appeal it is adjudged that the maximum rent stated in the certificate is more or less than the maximum rent that ought to have been so stated, the tenant or the landlord, as the case may be, shall pay the difference to the landlord or tenant, as the case may be, and the difference so required to be paid may be recovered by the party entitled thereto as a debt due to that party.

Payment of
difference
on appeal.

APPEALS

36. (1) Where a landlord or tenant is dissatisfied with a decision of a tribunal in respect of any matter referred to the tribunal for decision under this Ordinance, the landlord or tenant may, except where the decision is in this Ordinance stated to be final, appeal therefrom to the Full Court in the manner and subject to the conditions provided in this section.

Appeal
from rent
assessment.

(2) Within twenty-one days after the date upon which in the normal course of post he would have received the certificate of maximum rent issued by the tribunal, an appellant shall—

- (a) pay two dollars on the account of the Accountant General, to the secretary of the tribunal,
- (b) lodge with the chairman of the tribunal whose decision is being appealed from written notice of the appeal with a receipt for the sum paid under paragraph (a), and
- (c) give a copy of the written notice of appeal to the opposite party.

(3) Where the appellant has complied with the requirements of paragraph (b) of subsection (2) within the time limited in that subsection therefor, the chairman of the tribunal shall, within twenty-one days after the written notice of appeal was lodged with him, transmit to the Registrar of the Supreme Court—

- (a) one copy of the evidence recorded by the tribunal pursuant to this Ordinance,

- (b) one copy of the reasons for decision,
- (c) two copies of the certificates issued by the chairman, and
- (d) the original notice of appeal together with the receipt for the sum paid under paragraph (a) of subsection (2),

and the chairman shall authenticate the copies of the evidence, reasons and certificates by his signature thereon.

(4) An appeal under this section shall be heard by the Full Court.

(5) On the appeal the Full Court may order that evidence be adduced before it on a day to be fixed for that purpose and may—

- (a) refer the matter back to the tribunal to make a fresh investigation subject to such direction of law, if any, as the court thinks fit to give, or
- (b) affirm, vary or reverse the order or decision of the tribunal, or where the order of the tribunal fixed a maximum rent, affirm, decrease or increase that maximum rent.

(6) Where upon an appeal to the Full Court any maximum rent as certified by a tribunal is increased or decreased, the maximum rent as determined by the Full Court becomes effective from the date on which the certificate of the tribunal respecting that maximum rent took effect.

(7) The decision of the Full Court on an appeal under this Ordinance is final.

(8) In the case of an appeal from the decision of a tribunal fixing a maximum rent, the decision of the Full Court on the appeal shall be endorsed on the certificate of the tribunal certifying the maximum rent; and the date of the decision of the Full Court shall be given in the endorsement and the endorsement shall be authenticated by the signature of the Registrar of the Supreme Court.

(9) After endorsing a certificate pursuant to subsection (8), the Registrar of the Supreme Court shall transmit to the chairman of the tribunal appealed from a copy of the certificate as endorsed and authenticated in accordance with subsection (8).

(10) It is not necessary that a formal order be drawn up or entered in respect of an appeal to the Full Court from a tribunal.

(11) No fees shall be charged in respect of any appeal under this section, except as provided in paragraph (a) of subsection (2).

(12) Upon an appeal under this section, the award of costs, if any, and the amount of any award of costs is in the discretion of the Full Court.

RIGHTS OF LANDLORDS AND TENANTS

37. A tenant may terminate his contract of tenancy of a small holding by giving to the landlord not less than six months notice in writing. Termination by tenant.

38. (1) A landlord of a small holding may apply to the tribunal of the agricultural district in which the small holding is situated for the possession of the small holding, or for the ejection of the tenant from the small holding. Termination by landlord, application therefor.

(2) No order for the recovery of possession of a small holding, or for the ejection of a tenant therefrom shall, whether in respect of a notice given or proceedings begun before or after the commencement of this Ordinance, be made or given unless—

- (a) the tenant fails to pay the rent due by him by the time and in the manner it becomes due,
- (b) the tenant has given notice to quit and in consequence of that notice, the landlord has contracted to sell or let the small holding or has taken any other steps as a result of which he would, in the opinion of the tribunal, be seriously prejudiced if he could not obtain possession,
- (c) the tenant without any reasonable excuse fails to use the small holding wholly or mainly for the purpose for which it was let to him,
- (d) the tenant is convicted of any offence involving fraud or dishonesty in respect of any agricultural produce or livestock, or if the tenant is convicted of having caused malicious damage to the property of the landlord, or of other tenants of small holdings of the landlord,
- (e) the small holding or any part thereof has been compulsorily acquired for a public purpose under any law in force in the Territory, or is required for a public purpose,
- (f) the tenant sub-lets or assigns the small holding without the consent of the landlord previously obtained in writing,

- (g) it is shown to the satisfaction of the tribunal that the tenant has substantially failed to use the land in accordance with the practice of good husbandry and the tribunal has granted leave to the landlord to terminate the tenancy,
- (h) the landlord in applying for leave to re-locate the small holding satisfies the tribunal that having regard to the character and situation of the small holding and of the relevant circumstances it is in the interests of full and efficient production to re-locate the small holding,
- (i) the landlord reasonably requires the small holding or any part thereof for use as such by—
 - (i) himself, or
 - (ii) any son or daughter of his over the age of eighteen years, andthe tribunal is satisfied that having regard to all the circumstances of the case greater hardship would be caused by refusing to grant an order than by granting it,
- (j) the landlord reasonably requires the small holding or a part thereof for the purpose of adjusting boundaries between the agricultural units of his land or for drainage or irrigation, or for making access roads, or for developing other lands of the landlord,

and in any such case the tribunal considers it reasonable to make the order.

(3) An order made in pursuance of paragraph (e) or (j) of subsection (2) may relate to the part only of the small holding, acquired or required, as the case may be, and in any such event—

- (a) the provisions of this Ordinance respecting compensation shall apply as if the part to which the order relates were a separate holding; and
- (b) the tenant shall be entitled to a reduction of rent proportionate to the part to which the order relates, and in respect of any depreciation of the market value of the residue of the holding caused by the severance or by the use to be made of the part severed, and the amount of that reduction shall be settled as in the case of compensation under this Ordinance.

(4) An order by a tribunal for the recovery of possession of a small holding, or for the ejection of a tenant therefrom, may be enforced as if it were an order for possession made by a court under the Landlord and Tenant Ordinance.

Ch. 27. No. 16.

39. (1) Where an application is made under section 38 to a tribunal for the possession of a small holding, the tribunal may—

Stay, postponement, etc. of order on conditions.

- (a) adjourn the hearing of the application from time to time,
- (b) stay or suspend execution of its order or postpone the date of possession for such period as it thinks fit, and from time to time grant further stays or suspensions of execution and further postponements of the date of possession.

(2) An adjournment, stay, suspension or postponement may be granted subject to such conditions, if any, as the tribunal thinks proper; and if the conditions are complied with and the order has been made the tribunal may discharge or rescind the order.

40. In making an order under section 38, the tribunal shall not require a tenant to quit a small holding until the crop then growing thereon has been reaped, or until after the date when the kind of crop growing thereon would normally be reaped in the agricultural district in which the small holding is situated.

Time granted to take crops.

41. (1) Where an order for the possession of a small holding has been made on any of the grounds set out in subsection (2) of section 38, the tribunal making the order may, subject to subsection (2) of this section, award the tenant and any sub-tenant such compensation as the tribunal considers just in the circumstances.

Compensation.

(2) In fixing compensation under this section, the tribunal may award compensation for—

- (a) the unexpired value of fertilizer placed in or on the land by the tenant,
- (b) the unexpired value of drainage and mechanical tillage done by the tenant,
- (c) the value of any buildings or other improvements constructed on the land by the tenant with the written permission of the landlord, and
- (d) the value of any growing crops on the land at the determination of the tenancy,

but in fixing compensation the tribunal shall set off against the compensation to the tenant the amount by which the capital value of the land may have depreciated as a result of the tenant having used the land in a manner contrary to the practice of good husbandry.

Compensation
for loss of
tenancy
through
misrepre-
sentation.

42. Where it is made to appear to a tribunal that an order made by it for the possession of a small holding or for the ejection of a tenant therefrom was obtained by misrepresentation or by the concealment of material facts, the tribunal may order the landlord to pay to the person put out of possession such sum as appears to the tribunal sufficient compensation for the damage or loss sustained by that person as a result of the order.

Termination
by agreement.

43. Nothing in this Ordinance prevents or shall be deemed to prevent a landlord and tenant of a small holding from terminating a contract of tenancy by agreement.

SUB-LETTING AND ASSIGNMENTS

Sub-letting
small holding.

44. (1) A tenant may with the consent of the landlord sub-let the entire small holding; and the consent of the landlord thereto shall not be unreasonably withheld.

(2) A tenant may sub-let a part of the small holding with the consent of the landlord.

(3) A tenant who desires to sub-let a small holding shall, if required by his landlord to do so—

(a) disclose to the landlord the terms upon which the tenant proposes to sub-let the small holding,

(b) render it a term of the sub-tenancy of the small holding that the sub-tenant is to pay to the landlord the full amount of the rent payable by the tenant in respect of the small holding.

Consent given
by order of
tribunal.

45. (1) Where a tenant claims that his landlord has unreasonably withheld consent to the sub-letting of the tenant's small holding, the tenant may apply in writing to the tribunal of the agricultural district in which the small holding is situated for an order consenting to the sub-letting.

(2) If the tribunal considers that the consent of the landlord to the sub-letting has been unreasonably withheld, the tribunal shall by order give its consent thereto; and the order of the tribunal has effect as if it were the consent of the landlord previously obtained in writing.

46. A tenant of a small holding may, with the consent of his landlord, assign his contract of tenancy of the small holding. Assignment of contract of tenancy.

47. (1) Where a tenant of a small holding desires to assign his contract of tenancy thereof in circumstances where the landlord is or appears to be unwilling to give consent thereto, the tenant shall give or send to the landlord a written notice of intention to assign the small holding and, at the same time, he shall give or send a copy of that notice to the tribunal of the agricultural district in which the small holding is situated. Assignment by consent order.

(2) At any time after the receipt of the copy of the notice mentioned in subsection (1) the tribunal may require the landlord or the tenant to furnish within a specified time answers to such particulars of information as the tribunal may reasonably require; and on receipt of the answers or after the expiration of the time within which the answers were required to be furnished, the tribunal shall inquire into the matter.

(3) If after the inquiry the tribunal is of the opinion that the landlord is unreasonably withholding consent to the assignment of the contract of tenancy of the small holding, the tribunal may by order declare that the tenant is entitled without the consent of the landlord to assign the contract of tenancy on a day specified.

(4) An order under subsection (3) operates in all respects as if it were the consent of the landlord to the assignment of the contract of tenancy mentioned in the order.

48. On the assignment of a contract of tenancy pursuant to section 46 or 47, all the interest, rights, obligations and liabilities of the tenant vest in and are imposed upon the assignee absolutely, notwithstanding any law of the Territory to the contrary. Effect of assignment.

49. Service of a notice to quit under this Ordinance by a landlord on any of his tenants of a small holding may, if the tenants' whereabouts are unknown to the landlord, be effected by serving the chairman of the tribunal of the agricultural district in which the small holding is situated with a copy of the notice and sending the notice by registered post to the tenant at his last known address; and, the service of the copy of the notice on the chairman shall be deemed to be service on the tenant. Service of notice to quit.

Service of
notice.

50. (1) Subject to section 49, where a notice is required by this Ordinance to be given and provision is not made by this Ordinance for the mode of service, the notice shall be given by registered post and shall *prima facie* be deemed to have been received in the ordinary course of post or by personal delivery.

(2) The provisions of section 119 of the Summary Courts Ordinance shall apply *mutatis mutandis* in respect of proof of service of notice under this Ordinance before a tribunal or the Full Court.

Agents of
landlords.

51. Anything that, by or under this Ordinance, is required or authorized to be done to, by or in respect of a landlord of a small holding may be done to, by or in respect of an agent of the landlord duly authorized in that behalf.

Validity of
agreements
under this
Ordinance.

52. Without affecting in any way proceedings that may be taken under an Ordinance imposing stamp duties on the execution of instruments, it is no objection to a contract of tenancy, sub-letting, assignment of a contract of tenancy or authorization made pursuant to this Ordinance in respect of a small holding that the contract, sub-lease, assignment or authorization is not stamped or is insufficiently stamped or in the case of a contract, other than one requiring to be evidenced by a tenancy instrument, that the contract or some memorandum or note thereof is not in writing and signed by the party to be charged.

Extent of
damages
recoverable.

53. Notwithstanding any provision in a contract of tenancy of a small holding making either the landlord or the tenant liable to pay any liquidated damages or any penalty in the event of any breach or non-fulfilment of any of the terms or conditions in the contract, neither party is entitled to recover any sum in consequence of any such breach or non-fulfilment in excess of the damage actually suffered by him in consequence of the breach or non-fulfilment of any of the terms or conditions in the contract.

Restriction
on premiums.

54. (1) No person shall, as a condition of the grant, renewal or continuance of a tenancy of any small holding, require the payment of any fine, premium, or other like sum, or the giving of any consideration, in addition to the rent.

(2) A person requiring any payment or the giving of any consideration in contravention of this section is guilty of an offence and liable on summary conviction to a fine of five hundred dollars and the court by which he is convicted may order the amount paid or the value of the consideration to be repaid to the person by whom it was made or given.

MISCELLANEOUS

55. (1) Any amount awarded or fixed by a tribunal to be paid as compensation or damages or costs pursuant to this Ordinance may be recovered in any court of competent jurisdiction as a debt due and payable.

Recovery of compensation and damages.

(2) A certificate issued by a tribunal under the hand of the chairman thereof stating the amount of compensation or damages or costs awarded or fixed by the tribunal under this Ordinance is admissible in evidence in any court as conclusive proof of the amount of compensation or damages or costs so payable.

56. Whenever a landlord has obtained an order for possession of a small holding pursuant to this Ordinance and the order is executed or the tenant voluntarily gives up his tenancy in consequence of that order, the landlord is guilty of an offence—

Offence arising out of order for possession.

- (a) if the order was made on the grounds set out in paragraphs (h) or (i) or (j) of subsection (2) of section 38 and without first obtaining the permission of the tribunal of the agricultural district in which the small holding is situate, he at any time uses or permits to be used or lets the small holding for any other purpose,
- (b) if the landlord does not within a reasonable time after obtaining possession of the small holding use the small holding for the purpose for which he resumed possession, or
- (c) if having obtained the permission of the tribunal, the landlord fails to comply with any of the terms or conditions that the tribunal may have attached to that permission under paragraph (a),

and is on summary conviction liable to a fine of two hundred and fifty dollars.

57. The Governor in Council may make regulations—

Regulations.

- (a) prescribing the manner and the form in which applications may be made to a tribunal under this Ordinance;
- (b) prescribing forms for the purposes of this Ordinance;
- (c) prescribing anything required or authorized to be prescribed by this Ordinance;
- (d) generally, for carrying out the provisions of this Ordinance.

Loans under section 12 of Ch. 23. No. 5, extended to certain tenancies.

58. Section 12 of the Agricultural Credit Bank Ordinance in so far as it relates to the making of loans to owners of agricultural land applies to the tenant of an arboreal plantation and of banana land and the provisions of that Ordinance apply *mutatis mutandis*.

General saving of rights.

59. Except as in this Ordinance expressly provided, nothing in this Ordinance prejudicially affects any power, right or remedy of a landlord, or tenant, or other person, vested in or exercisable by him by virtue of any other Ordinance or law, in respect of any contract of tenancy or other contract, or of any fixtures, tax, rate, rent or other thing.

Repeal. Ch. 23. No. 11
Ch. 23. No. 20.

60. The Sugar Cane Small Holdings Ordinance and the Rents of Small Agricultural Holdings Ordinance are hereby repealed.

Passed in Council this eighth day of September, in the year of Our Lord one thousand nine hundred and sixty-one.

J. P. OTTLEY
Acting Clerk of the Council