

AGRICULTURAL SMALL TENANCIES ACT

CHAPTER 58:70

Act
9 of 1953
Amended by
44/1954
31 of 1976

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**Note
on
Subsidiary Legislation**

This Chapter contains no Subsidiary Legislation.

CHAPTER 58:70

AGRICULTURAL SMALL TENANCIES ACT

ARRANGEMENT OF SECTIONS

SECTION

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 filed by landlords.
6. Payment of stamp duty.
7. Application to subsisting contract.
8. Copies of contract.
9. Contracts admissible in evidence.
10. Unfiled contracts.
11. Determination of tenancy.
12. Tenancy not to terminate unless six months' notice given.
13. Notice to quit.
14. Assignment of contract.
15. Sub-letting prohibited.
16. Incoming owner's liability on subsisting contracts.
17. Contracts in respect of mortgaged holdings.
18. Rights of landlord.

PART II

COMPENSATION FOR IMPROVEMENTS

19. Compensation for improvements.
20. Consent of landlord to improvements in Third Schedule.
21. Landlord and tenant may agree upon compensation.
22. Service of notice of arbitration.
23. Power of Chief Technical Officer or nominee to demand production of documents.
24. Form of award.

SECTION

25. Time for award and delivery of award.
26. Four weeks after proof of service of award it shall be deemed a judgment debt and recoverable as such.
27. Appeals.
28. Assessments of unexhausted improvements.
29. No claim for compensation after three months.

PART III

MISCELLANEOUS PROVISIONS

30. Boundaries to be marked by landlord.
31. Special provisions relating to specified trees.
32. Rules.
33. Jurisdiction of Magistrate.
34. Contracting out prohibited.
35. Provisions of this Act to prevail.

FIRST SCHEDULE.

SECOND SCHEDULE.

THIRD SCHEDULE.

FOURTH SCHEDULE.

FIFTH SCHEDULE.

CHAPTER 58:70

AGRICULTURAL SMALL TENANCIES ACT

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

1961 Ed.
Cap 74.
9 of 1953.

[20th July 1958]

Commencement.

1. This Act may be cited as the –

Short title.

AGRICULTURAL SMALL TENANCIES ACT.

2. (1) In this Act –

Interpretation.

“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, official attestor appointed under the Illiterates Protection Act or any person duly authorised in writing in that behalf by the Minister;

Ch. 21:01.

“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 specified portion thereof in some prescribed trees or other perennial crop and at the termination of the tenancy to leave it so established;

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

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

“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 and the State;

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

“tenant” means the occupier of a holding under a contract of tenancy (including an establishment or share tenancy) and shall include tenants at will.

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

PART I

FORM AND CONDITIONS OF CONTRACTS OF TENANCY

Form of contract of tenancy.

3. (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.

First Schedule.

(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 (iii) and (iv) of the said Schedule or shall have the effect of rendering the same inoperative or void.

(4) Any person who contravenes this section is liable on summary conviction to a fine of two hundred and fifty dollars.

Consideration for contract.

4. 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. (1) Immediately upon the execution of any contract of tenancy under this Act every landlord shall deliver a signed copy of the contract to the tenant.

Contracts of tenancy to be filed by landlords.

(2) Every landlord shall keep a file containing –

(a) all written contracts of tenancy to which he is a party;

(b) a list of the names of all his tenants other than those in respect of whom a contract has been filed under paragraph (a).

(3) Every landlord shall permit any file kept by him under subsection (2) to be inspected at all reasonable times by any person authorised in writing by the Minister, a Magistrate or the Chief Technical Officer.

(4) Every landlord who contravenes or fails to comply with any of the provisions of this section is liable on summary conviction to a fine of one hundred dollars in the case of a first offence and in the case of a second or subsequent offence to a fine of two hundred and fifty dollars and in any case to a further fine of fifty dollars for each month during which the contravention continues after conviction thereof.

6. (1) Notwithstanding anything to the contrary contained in the Stamp Act there shall be payable in respect of every contract of tenancy entered into or put in writing subsequent to the passing of this Act stamp duty of one dollar and twenty cents and adhesive stamps to this value affixed to the contract must be cancelled upon the attestation thereof.

Payment of stamp duty.
Ch. 68:01.

(2) The stamp duty and attestation fee shall be borne by the landlord.

7. (1) Subject to this section, this Act shall not apply to any subsisting written contract of tenancy. However, all subsisting written contracts of tenancy shall expire at the expiration of twelve months after the coming into operation of this Act or at such earlier time as may be provided for in the contracts and thereafter this Act shall apply.

Application to subsisting contract.

(2) Where any subsisting contract was entered into otherwise than in writing the landlord shall draw up a memorandum of the terms of the contract and present the same to the tenant for execution, and upon proper execution and attestation of the same, this memorandum shall be deemed to be the contract of tenancy between the landlord and the tenant, and the landlord shall accordingly stamp and file the same and deliver a copy thereof to the tenant.

(3) Every memorandum under subsection (2) shall be attested and shall specify –

- (a) the names and addresses of the parties to the contract;
- (b) the date or approximate date upon which the contract was entered into;
- (c) the area or approximate area of the small holding to which the contract relates;
- (d) the situation of the small holding to which the contract relates;
- (e) the period for which the tenancy was entered into;
- (f) the rent payable upon the contract of tenancy.

(4) If the tenant refuses to execute the memorandum within one month of his being requested to do so or if the landlord three months after the coming into operation of this Act fails to present a memorandum acceptable to the tenant for execution, a Magistrate may, on the application of either party, summon the party in default to appear before him to show cause why a proper memorandum of the contract of tenancy should not be drawn up and executed and the Magistrate shall, after hearing the evidence on both sides, order a memorandum to be drawn up in such terms as in his opinion represents the contract of tenancy subsisting between the landlord and the tenant, and this memorandum shall constitute the contract of tenancy between the parties, and the landlord shall accordingly stamp and file the same and deliver a copy thereof to the tenant. The Magistrate may, however, dismiss the application and make no such order if the evidence is such that it is impossible for the Magistrate to draw up a memorandum which substantially represents the contract subsisting between the parties, and in every such case the tenancy shall be deemed to be a tenancy from year to year upon the terms and conditions contained in the form of contract set out in the First Schedule; but no application under this subsection shall be made more than twelve months after the passing of this Act.

First Schedule.

Copies of
contract.

8. Every landlord shall on being required to do so by any tenant and being paid the sum of two dollars and forty cents, furnish to the tenant a copy of the contract of tenancy in which he is a party

9. Notwithstanding any provisions contained in the Registration and Records Act or any other law of the State, any unregistered contract of tenancy or memorandum thereof under the provisions of this Act shall be admissible in evidence in any proceeding whatever in the State.

Contracts
admissible in
evidence.
Ch. 19:04.

10. Where a person has been let into possession of a small holding and no written contract of tenancy or memorandum of the contract has been delivered or filed in respect of that holding, the tenancy shall be deemed to be a tenancy from year to year upon the terms and conditions contained in the First Schedule; but if the tenant has been in occupation of the tenancy for a period of less than one year the tenancy shall be terminable by three months' notice to quit expiring at any time.

Unfiled contracts.

First Schedule.

11. (1) A contract of tenancy may, notwithstanding any period of tenancy stipulated therein, be determined –

Determination of
tenancy.

(a) by the landlord without notice –

- (i) where the tenant is convicted of larceny of agricultural produce or livestock or of being in possession of agricultural produce or livestock stolen or unlawfully obtained or where the tenant is serving a term of imprisonment exceeding one year;
- (ii) where the tenant sub-lets 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 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 Chief Technical Officer or his nominee that the tenant is not cultivating the holding according to the rules of good husbandry and that the interests of the landlord are materially prejudiced thereby; but no such certificate shall be granted unless and until the tenant has been given, by notice in writing, a reasonable opportunity to remedy his default.

(iii) if any part of the rent in respect of a small holding is in arrear or if any of the terms of the consideration for the contract of tenancy is not performed or observed by the tenant; but in the case of rent in arrear, if the tenant pays the 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.

Tenancy not to terminate unless six months' notice given. [31 of 1976].

12. (1) Subject to this Act, the tenancy of a small holding shall not terminate on the expiration of the term for which it was granted unless at least six months' notice in writing to terminate the tenancy at the expiration of the term has been given by either the landlord or the tenant.

(2) Subject to section 10, where no term of tenancy is specified in a contract of tenancy or where any tenancy is not terminated in accordance with subsection (1) at the end of the term for which it was created, the tenancy shall continue until such time as it is terminated by six months' notice in writing.

Notice to quit.

13. (1) Every notice to quit served under this Act shall be in writing and signed by the landlord or tenant, as the case may be, or his 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.

Second Schedule.

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

(3) Service of a notice to quit may be effected either personally on the person to be served or by leaving the same with any adult person at his last or most usual place of abode in the State, or if the person to be served cannot be found and the place of his 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 last known address in the State by registered post.

14. (1) A tenant, with the consent in writing of the landlord previously obtained, may assign his interest in a contract of tenancy at any time to any person or partnership, and a note of every such assignment shall be endorsed on the contract.

Assignment of contract.

(2) Upon the assignment the assignee shall have the same rights and be subject to the same liabilities under the contract as his assignor had and was subject to.

15. (1) A tenant shall not sub-let a small holding without the consent in writing of the landlord previously obtained.

Sub-letting prohibited.

(2) Whenever a tenant wishes to leave the State, he shall inform the landlord to this effect in writing and appoint an agent in the State whose name and address he shall communicate to the landlord; but no such agent shall be a person who, within the last five years, has been convicted of theft of agricultural produce or livestock or of being in possession of agricultural produce or livestock stolen or unlawfully obtained.

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

Incoming owner's liability on subsisting contracts.

(2) The vendor of any land in respect of which a contract of tenancy exists shall give notice to an intending purchaser of the contract.

(3) Any landlord who fails to comply with the provisions of subsection (2) is liable on summary conviction to a fine of two hundred and fifty dollars and to imprisonment for three months.

17. (1) A contract of tenancy subsisting at the time of the creation of mortgage upon any small holding shall bind the mortgagee and any person claiming through him irrespective of whether he had notice or not of the same.

Contracts in respect of mortgaged holdings.

(2) The owner of any land subject to a mortgage shall not enter into a contract of tenancy for a period exceeding three years in respect of the land or any part thereof without obtaining the consent in writing of the mortgagee; but a contract entered into *bona fide* by the tenant with the landlord shall bind the mortgagee.

(3) Any owner of land contravening subsection (2) is liable on summary conviction to a fine of one thousand five hundred dollars.

Rights of
landlord.

18. The landlord or his duly authorised agent shall have the right to enter on and inspect a small holding at all reasonable times.

PART II

COMPENSATION FOR IMPROVEMENTS

Compensation
for improve-
ments.

19. (1) Subject to this Act, the tenant of a small holding shall be entitled upon the termination of his tenancy to obtain from the landlord such sum as fairly represents the value of improvements made by him on the small holding; but where in a written contract in respect of an establishment tenancy it is expressly provided that no compensation will be payable in respect of specified improvements which are required to be made by the tenant under the contract, then this section shall not apply so as to make compensation payable to the tenant in respect of any such specified improvements unless the terms of the 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 the compensation payable to a tenant under this section, any sum due to the landlord in respect of –

- (a) rent;
- (b) any breach of the terms and conditions of the tenancy;
- (c) wilful or negligent damage committed or permitted by the tenant;
- (d) any unpaid advances made to the tenant by the landlord; and
- (e) the value of any benefit which the landlord has given or allowed the tenant in consideration of the tenant executing the improvements,

shall be taken into account in reduction of the amount of compensation and any sum due to the tenant in respect of any benefit of compensation or otherwise in respect of the holding shall be added to the compensation; but no reduction will be made in favour of the landlord under paragraphs (b) and (c) where the landlord could have protected himself substantially against the damage suffered by terminating the tenancy under section 11 and failed to do so.

(3) In addition to compensation for improvements, the tenant shall be entitled to receive compensation for disturbance, equivalent to one year's rent of the holding where the landlord –

- (a) without good and sufficient cause and for reasons inconsistent with the rules of good husbandry terminates the tenancy by notice to quit; or
- (b) having been requested in writing at least three months before the expiration of the tenancy to grant a renewal thereof refused to do so or causes the tenant to quit by demanding an unreasonable increase in rent or variation in the terms of the contract; or
- (c) by his 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 11 (1) (a) (i) and (ii) and section 11 (1) (b) (i) (ii) and (iii).

20. (1) Compensation under this Act shall not be payable in respect of the improvements listed in the Third Schedule unless the landlord of the small holding has consented in writing to the making of the improvement.

Consent of landlord to improvements in Third Schedule.

(2) A tenant shall not be entitled to compensation in respect of any improvements begun by him after he has given or received notice to quit.

21. (1) If within seven days of the determination of the tenancy the landlord and the tenant agree upon the amount of compensation to be paid in respect of the tenement under section 19, then the landlord shall either pay the tenant the amount agreed upon or sign an unstamped written promise to pay the amount, and the unstamped written promise, notwithstanding anything contained in the Stamp Act or any other law of the State, shall be admissible in evidence in any court of the State, and the amount agreed to be paid therein shall become due two months after the expiration of the tenancy.

Landlord and tenant may agree upon compensation.

Ch. 68:01

(2) If within seven days of the termination of the tenancy no compensation is paid nor written promise signed as provided in subsection (1) then –

- (a) the landlord shall deliver up to the tenant a signed financial statement of the compensation he claims for

able to the tenant and the tenant shall deliver to the landlord a signed itemised statement of the compensation he deems payable by the landlord; and

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

Service of notice of arbitration. Fourth Schedule.

22. (1) On receipt of any such application the Chief Technical Officer shall cause a notice in the form prescribed in the Fourth Schedule to be served on both parties at least seven days before the day appointed therein for the arbitration proceedings.

(2) On the day appointed in the notice and on proof of due service of the notice the Chief Technical Officer or his nominee may proceed to determine the value of the improvements to the holding (whether either or both of the parties are present or not).

Power of Chief Technical Officer or nominee to demand production of documents.

23. The Chief Technical Officer or his nominee, if he considers it desirable 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 Chief Technical Officer or his nominee seems necessary for the determination of the difference referred to him.

Form of award. Fifth Schedule.

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

Time for award and delivery of award.

25. The Chief Technical Officer or his nominee shall within fourteen days of the conclusion of the proceedings under section 22 or within such longer period (not exceeding twenty-eight days) as the circumstances may demand, sign his award and deliver the same to the Magistrate of the district in which the holding is situated and the Magistrate shall forthwith cause a copy to be served on each of the parties.

Four weeks after proof of service of award it shall be deemed a judgment debt and recoverable

26. If the sum awarded under this Act to be paid for compensation or otherwise is not paid within four weeks of the award having been served upon the parties in accordance with section 25 and no appeal is filed by either party then the sum awarded shall be recoverable before

27. Within four weeks of service of copies of the award on the parties under section 25 an appeal shall lie from any decision of the Chief Technical Officer or his nominee to the Magistrate subject to rules made under the authority of this Act on the grounds that –

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

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

28. (1) Until such time as the compensation to be paid to the tenant has been finally determined the landlord shall do nothing on the holding which might diminish the value of the unexhausted improvements thereon, and the tenant shall have free access to the holding at all reasonable times between the hours of 10.00 a.m. and 2.00 p.m. for the purpose of making assessments of his unexhausted improvements or safeguarding his interest therein.

(2) A landlord contravening subsection (1) is, without prejudice to his civil liability, liable on summary conviction to a fine of five hundred dollars.

29. No claim for compensation shall be enforceable after the expiration of three months from the termination of the tenancy unless the particulars thereof have been given by the landlord to the tenant or by the tenant to the landlord, as the case may be, before the expiration of that period.

PART III

MISCELLANEOUS PROVISIONS

30. (1) Before the commencement of the term of any tenancy of a small holding, 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 mark in good order.

Appeals.

Assessments of unexhausted improvements.

No claim for compensation after three months.

Boundaries to be marked by landlord.

(3) Any landlord or tenant who fails to comply with the provisions of this section is, without prejudice to any civil liability, liable on summary conviction to a fine of two hundred and fifty dollars.

Special provisions relating to specified trees.

31. (1) Every landlord may, at the time when he enters into a contract of tenancy, by the inclusion in such contract of an express term to that effect, reserve to himself the exclusive right –

- (a) to fell or cut timber from any specified tree or trees growing upon the holding;
- (b) to plant or cultivate a specific number of specified trees upon the holding;
- (c) to reap the produce of any specified tree or trees growing upon the holding.

(2) Where the landlord reserves for himself any of the exclusive rights referred to in subsection (1), it shall be lawful, after giving due notice to the tenant, for him or his servants or agents to enter upon the small holding in respect of which the rights are reserved at all reasonable times for the purpose of exercising the rights so reserved.

(3) Where any damage is occasioned in the course of the exercise of any of the rights referred to in subsection (1) to any crop growing upon the small holding or to any buildings or fixtures belonging to the tenant situated upon the small holding, the landlord is liable to pay to the tenant by way of compensation for the damage the full value of the loss occasioned to the tenant by the damage.

(4) Every tenant is liable to pay to the landlord compensation to the full value of any damage occasioned by him or his servants or agents wilfully or negligently or by his stock to any tree specified under subsection (1) growing upon a small holding of which he is a tenant.

Rules.

32. The Minister may make Rules –

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

Jurisdiction of Magistrate.

33. All claims to recover possession of small holdings and all disputes and differences arising out of contracts of tenancy shall be

within the jurisdiction of a Magistrate and shall be heard and determined on the civil side of the Magistrate's Court; and the Magistrate's Code of Procedure Act 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. Ch. 4:20.

34. Subject to section 7 (1), 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 as to be consistent with this Act. Contracting out prohibited.

35. 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; but nothing contained 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. Provisions of this Act to prevail.

FIRST SCHEDULE

Section 3.

CONTRACT OF TENANCY UNDER THE AGRICULTURAL SMALL TENANCIES ACT

AN AGREEMENT made the day of19, between
.....of
..... (hereinafter
called the landlord which expression wherever the context so allows includes
his heirs, personal representatives and assigns) of the one part and
.....of.....
(hereinafter called the tenant which expression wherever the context so allows
includes his 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) contain-
ing acres/hectares or thereabouts situated at
..... in the State of Dominica and bounded as
follows, that is to say –

Northerly

Southerly

Easterly

and Westerly

or howsoever otherwise the same may be abutted or bounded, known, distinguished or described, subject to the following terms and conditions:

1. The tenancy shall be for a term of years from the date hereof and shall continue thereafter unless and until terminated by six months' notice in writing on either side to expire at the anniversary of the said term.

2. The rent shall be \$..... a year payable half yearly 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 share of the crops as soon as they are in a fit condition for sale or shall pay to the landlord his share of the proceeds immediately each separate transaction has been concluded.

3. The tenant agrees –

(a) to pay the rent in the manner aforesaid, or to render such share of the crops or proceeds thereof as may have been agreed upon as the consideration of the contract;

(b) not to assign or sub-let the holding without the consent in writing of the landlord;

(c) to maintain the standards of good husbandry as defined in the Agricultural Small Tenancies Act;

(d) not to make charcoal, not to burn bush or any form of vegetable matter without the consent of the landlord;

(e) not to remove or allow to be removed from the holding any fodder-grass, compost, manure, vegetable waste, wood, rock or stone without the consent of the landlord;

(f) not to cut down, damage or destroy any of the following species of trees growing on the holding, namely,

(g) to keep under control on the holding such animals as may be approved in writing by the landlord.

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

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

therein, peaceably and quietly to hold and enjoy the holding during the term hereby created without any interruption by the landlord or any person rightfully claiming under or in trust for him.

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

As witness our hands the day and year first above written.

SIGNED by the said
.....
before and in the
presence of: }

SIGNED by the said
.....
before and in the
presence of: }

SECOND SCHEDULE

Section 13.

NOTICE TO QUIT BY LANDLORD.

To

I HEREBY (as agent or solicitor for X. Y. your landlord and on his behalf) give you notice to quit and deliver up possession on the day of, 19, of the small holding situated at in the parish of in the State of Dominica which you hold of me/him as tenant thereof under a contract of tenancy dated the day of 19, under the Agricultural Small Tenancies Act.

This tenancy is being terminated for the following reasons:

Dated this day of, 19

NOTICE TO QUIT BY TENANT

To

I HEREBY (as agent or solicitor for X. Y. your tenant and on his behalf) give you notice that it is my/his intention to quit and deliver up possession on the..... day of, 19....., of the small holding situated at in the parish of in the State of Dominica, now held by me/him as your tenant under a contract of tenancy dated the day of, 19, under the Agricultural Small Tenancies Act.

This tenancy is being terminated for the following reasons:

Dated the day of, 19.....

Section 20.

THIRD SCHEDULE

IMPROVEMENTS TO WHICH CONSENT OF LANDLORD
IS REQUIRED

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

Section 22.

FOURTH SCHEDULE

NOTICE TO APPEAR AT ARBITRATION PROCEEDINGS

In the matter of the Agricultural Small Tenancies Act

and

in the matter of an arbitration

Between

..... of Tenant

And

.....

WHEREAS is your tenant with respect to lands Section 22
 situate at in the parish of in the State
 of Dominica.

AND WHEREAS application has been made to me to arbitrate and award
 compensation.

NOW THEREFORE this is to serve you with notice to appear on the said holding
 on the day of at o'clock when the
 arbitration proceedings will be held.

Dated this day of, 19

To of

Chief Technical Officer.

FIFTH SCHEDULE

Section 24

FORM OF AWARD

CROPS

30 cocoa trees at \$..... each

1 acre/hectare yams and corn

.5 acre/hectare cane at \$..... an acre/hectare

Other improvements

(Manure, windbreaks, etc.)

ADDITIONS

DEDUCTIONS

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

Arbitration costs and fees \$.....

payable by landlord \$.....
tenant

Dated Signed

