

ANGUILLA

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AGRICULTURAL SMALL HOLDINGS ACT

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AGRICULTURAL SMALL HOLDINGS ACT

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AGRICULTURAL SMALL HOLDINGS ACT

PRELIMINARY

Interpretation

1. In this Act—

"attested" means attested before and explained by the Registrar or a Solicitor of the Supreme Court or the Magistrate or a Justice of the Peace or any person duly authorised in writing in that behalf by the Governor;

"contract of tenancy" means a contract creating a yearly tenancy, or a tenancy for a term longer than a year or a tenancy at will, in respect of a small holding;

"Registrar" means the Registrar of the High Court;

"rules of good husbandry" 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 a fair and reasonable standard, due regard being paid to the standards prevailing in the neighbourhood;

"small holding" means a parcel of land intended for cultivation or pasturage, with or without buildings thereon, consisting of not less than a quarter of an acre and not more than 25 acres held under a contract of tenancy.

Provisions of this Act to prevail

2. 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.

CONTRACT OF TENANCY

Form of contract of tenancy

3. (1) A contract of tenancy shall be in writing and shall be signed by the parties thereto and attested.

(2) The form of contract of tenancy prescribed in Schedule 1 may be used with such variation as circumstances may require.

Consideration for contract

4. (1) 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 or in labour to the landlord in return for the use and occupation of the small holding.

(2) Wherever in any contract of tenancy provision is made therein for the delivery by the tenant to the landlord of the whole crop from time to time the rent being stated as part thereof and

payment is to be made by the tenant, for the remainder of such crop, the amount payable to the tenant by the landlord shall be calculated at the local market price obtaining at the time of each delivery of such crop.

Registration of contract

5. (1) A contract of tenancy shall be registered by the landlord with the Registrar within 1 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 purpose of this Act.

(2) 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 as aforesaid shall be properly recorded by filing the same.

(3) A landlord who fails to register a contract of tenancy within the period prescribed by this section is liable on summary conviction to a fine of $960.

Certified copy of contract

6. On the payment of the prescribed fee, 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.

Stamp duty and fees

7. (1) Notwithstanding anything to the contrary contained in the Stamp Act, the stamp duty payable upon a contract of tenancy shall be the sum of 15¢.

(2) The fees prescribed in Schedule 2 shall be charged in respect of the several matters therein mentioned and shall be paid by means of stamps affixed to or embossed on the contract or certified copy thereof, as the case may be.

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

Determination of tenancy

8. (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 theft of agricultural produce or livestock or of being in possession of agricultural produce or livestock suspected to have been stolen or unlawfully obtained, or where the tenant is serving a term of imprisonment exceeding 1 year, or

(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 3 months notice to quit—

(i) where the tenant receives money from the landlord to be expended upon the cultivation of the small holding and does not so expend it,

(ii) 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,

(iii) upon certificate by an officer of the Agricultural Department appointed by the Governor in that behalf 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 landlord has given the tenant, by notice in writing, a reasonable opportunity to remedy his default, or

(iv) 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, but 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; or

(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) Where no term of tenancy is specified in a contract of tenancy, or where the tenancy is from year to year, a year's notice to quit shall be required.

Notice to quit

9. (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 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 Schedule 3 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 it with some adult person at his last or most usual place of abode, 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.

(4) It shall not be necessary that a notice to quit under section 8(1)(b) should expire at the end of the current term of the tenancy, but it may be given at any time.

Assignment of contract

10. (1) A tenant, with the consent in writing of the landlord previously obtained, may assign his interest in a registered contract 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 assignor had and was subject to.

Subletting prohibited

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

Extension or renewal of contract

12. (1) A contract of tenancy may be extended or renewed from time to time by the parties thereto giving notice thereof to the Registrar.

(2) The notice shall be in writing signed by the parties and attested, and shall be filed by the Registrar with the registered contract.

Tenant holding over with consent

13. Where the term of tenancy specified in a contract of tenancy has expired and the tenant remains in possession of the small holding with the consent, express or implied, of the landlord, but without such notice of renewal or extension as aforesaid, the occupation shall be deemed to create a tenancy from year to year on the conditions contained in the original registered contract of tenancy.

Evidence of registered contracts

14. 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 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; and

(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 evidence by the production of the registered contract and documents from the proper custody.

Contracts not in writing and unregistered contracts

15. Where a person is let into possession of a small holding and the contract of tenancy in respect of such holding is not in writing, or, if in writing, has not been registered, the tenancy shall be deemed to be a tenancy from year to year upon the terms and conditions customary in registered contracts in the district in which the small holding is situated, and in the absence of any such contracts, upon the

terms and conditions contained in the form of contract set out in Schedule 1, or as near thereto as circumstances shall permit; and in any proceedings the Magistrate may make such order as may be just and reasonable in the circumstances.

Marketing of crops

16. (1) A contract of tenancy may provide for the marketing by the landlord on account of the tenant, of staple crops derived from the small holding, but in such case no charge shall be made for supervision, administration or other services by or on behalf of the landlord in excess of 2½% of the proceeds of the sale from which such charge may be deducted.

(2) Actual expenses reasonably incurred by the landlord in respect of the marketing of the crops sold shall be deducted from the amount found due after deducting the charge aforesaid.

(3) Subject to the provisions of this section, the amount to be paid by the landlord under any such arrangement shall be not less than can be secured in the open market for produce of the same kind and quality.

Liability for existing contracts on sale or devolution of estate

17. 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 such alienation or devolution, and the incoming owner is liable for the performance of such contract in the same manner and to the same extent as, but for such alienation or devolution, the former owner would have been liable.

Contracts in respect of mortgaged lands

18. (1) A contract of tenancy subsisting at the time of the creation of a mortgage upon any small holding shall bind the mortgagee and any person claiming through him.

(2) The owner of any 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 of the mortgagee which shall be contained in a writing signed by the mortgagee and filed by the landlord with the Registrar, but a contract entered into *bona fide* by the tenant with the landlord shall bind the mortgagee.

(3) Any owner of land contravening the provisions of subsection (2) is liable on summary conviction to a fine of $4,800.

Rights of landlord

19. The landlord or his agent shall have the right of inspection of a small holding at all reasonable times; and in the case of the disability of the tenant, arising from illness, injury, or other reasonable cause, to maintain his 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 contract, and may deduct from any money to come to the tenant the actual cost of such work, exclusive of that of supervision.

COMPENSATION FOR IMPROVEMENTS AND DISTURBANCE

Compensation for improvements

20. (1) Upon the determination of a contract of tenancy, the tenant of the small holding shall be entitled to receive from the landlord compensation for improvements, including structural improvements, made with the consent of the landlord.

(2) In the case of sugar cane cultivation, compensation shall be paid for canes growing upon the holding in the ordinary course of cultivation and for subsequent crops not extending beyond first ratoons and, if the tenant has cultivated and managed the holding in accordance with the rules of good husbandry, for subsequent cane crops not extending beyond the second ratoons but no compensation shall be payable in respect of any sugar cane planted, without the consent in writing of the landlord, after service of a notice to quit.

Method of assessment

21. In ascertaining the amount of compensation payable to a tenant, 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.

Compensation for disturbance

22. In addition to compensation for improvements, the tenant shall be entitled to receive compensation for disturbance, equivalent to 1 year's rent of the holding, where the landlord—

(a) without good and sufficient cause and for reasons inconsistent with good estate management terminates the tenancy by notice to quit;

(b) having been requested in writing at least 3 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 an unreasonable consideration in lieu of rent; or

(c) by his conduct causes the tenant to quit the holding.

Forfeiture of right to compensation

23. The right to compensation for disturbance shall be forfeited where the tenancy is duly determined for any of the causes mentioned in sections 8(1)(a)(i) and (ii) and sections 8(1)(b)(i), (ii), (iii), and (iv).

PROCEDURE AND GENERAL PROVISIONS

Jurisdiction of Magistrate

24. (1) 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 the Magistrate and shall be heard and determined on the Civil Side of the Magistrate's Court; and the provisions of the Magistrate's Code of Procedure Act shall apply, *mutatis mutandis*, to all proceedings brought before the 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.

(2) The Magistrate shall have power to appoint persons to assist him in the determination of questions of compensation on the application of either party to a contract of tenancy before the institution of proceedings, or in his own discretion after the institution of proceedings.

(3) The Magistrate may make such order as he may think fit in respect of the expenses and remuneration of such persons but the amount of such remuneration shall not exceed the sum of $9.60 per valuation.

Recovery of possession of small holding

25. If upon determination of a tenancy by notice to quit or otherwise the tenant neglects or refuses to quit and deliver up possession of the small holding, the landlord may take proceedings before the Magistrate to recover possession of it; and the provisions of sections 4 to 8, 10 and 13 to 17 of the Small Tenements Act shall apply, *mutatis mutandis*, to such proceedings so far as the same can be made applicable thereto and are not inconsistent with any of the provisions of this Act.

Contracting out prohibited

26. The provisions of this Act shall apply notwithstanding any provisions 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.

Citation

27. This Act may be cited as the Agricultural Small Holdings Act, Revised Statutes of Anguilla, Chapter A50.

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SCHEDULE 1

(Sections 3(2) and 15)

CONTRACT OF TENANCY UNDER THE AGRICULTURAL SMALL HOLDINGS ACT

An Agreement made the ……. day of ……, 20..……., 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 buildings thereon (hereinafter called the holding) containing in the whole …….. acres .....…. or thereabout situate at .....…..... in Anguilla .....…..... and bounded as follows, that is to say, Northerly .....……..... Southerly ..... Easterly ..... and Westerly ..... or however otherwise the same may be butted or bounded known distinguished or described subject to the following terms and conditions—

1. The tenancy shall commence on the …….. day of ……..……, 20….., and shall continue from year to year but be determinable by either party giving to the other not less than one year's notice in writing in the form prescribed by the Agricultural Small Holdings Act.

or

1. The tenancy shall continue for a term of ……. years from the date hereof.

2. The rent shall be $ ……..…….. a year payable in advance and shall be recoverable at any time after the same becomes due and payable by action or distress.

or

2. (1) The consideration for this contract shall be a (……) share of the crops or of the gross proceeds of the sale of the crop derived from the holding rendered to the landlord.

(2) The tenant shall keep a true and accurate record of the proceeds of sale of the crop, and shall afford the landlord a reasonable opportunity from time to time to inspect such record.

(3) The tenant shall render to the landlord his share of the crop immediately upon reaping the same.

or

(3) The tenant shall pay to the landlord his share of the proceeds of sale of the crop on …… *(here specify time).*

or

2. The consideration for this contract shall be the rendering to the landlord by the tenant of labour as follows—

(Here specify the nature and terms of labour to be rendered)

3. The tenant agrees—

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

or

(1) to fulfil the obligations on his 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 manage, cultivate and manure the holding in a good and husbandlike manner in accordance with the methods of husbandry usual in the district;

(4) to keep the ditches and gutters cleaned out and the drains and watercourses open and free from obstruction and in working order.

4. The landlord may, at the request of the tenant, undertake the marketing for and on behalf of the tenant of the crops or any of them derived from the holding, and upon the terms, hereinbelow set forth—

(Here specify the crops and terms)

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, but shall not be obliged to, do any necessary work which should have been done by the tenant under the terms of his contract, and may deduct from any money 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 paying the rent hereby reserved/fulfilling the obligations on his part contained in clause 2 hereof, and observing and performing the several conditions and stipulations of his part herein 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.

7. This contract is subject to the provisions of the Agricultural Small Holdings Act, and all disputes and differences whatsoever arising out of this 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— }.....

———————

SCHEDULE 2

(Section 7(2))

FEES

		$
1.	Attestation of contract	.24
2.	Registration of contract	Nil
3.	Certified copy of contract	.24

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SCHEDULE 3

(Section 9(2))

NOTICES TO QUIT

(1) 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 ….……, 20..……., of the small holding situate at ..…….....…….……..…….. in Anguilla which you hold of me/him as tenant thereof under a contract of tenancy dated the ……..……...…… day of ……, 20…….., under the provisions of the Agricultural Small Holdings Act.

Dated the ……. day of ……..., 20……..

…….

_____

(2) 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 ……..……, 20……..……, of the small holding situate at .....…….....….....
in Anguilla now held by me/him as your tenant under a contract of tenancy dated the .....….....…. day of ……, 20..…….., under the provisions of the Agricultural Small Holdings Act.

Dated the ……. day of ……....., 20……..

…….

———————