

THE AGRICULTURAL SMALL HOLDINGS ACT

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SCHEDULES

THE AGRICULTURAL SMALL HOLDINGS ACT

[8th March, 1946.]

Cap. 8.
Law
33 of 1955.
Acts
52 of 1964,
15 of 1979
2nd Sch.,
31 of 1995
S. 4.
Short title.

1. This Act may be cited as the Agricultural Small Holdings Act.

2. In this Act—

Interpreta-
tion.

“Agricultural Officer” means any Agricultural Officer appointed for the purposes of this Act by the Minister by notice published in the *Gazette*;

“attested” means attested before and explained to the parties by a Justice, Minister of Religion, Head Teacher of a primary school, Sub-Officer of Police, or any person duly authorized in writing in that behalf by the Commissioner of Lands;

“contract of tenancy” means any contract, express or implied, creating a tenancy or a licence to cultivate in respect of any small holding other than an excepted holding;

“controlled area” means any locality declared by the Minister under section 9 to be a controlled area;

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S. 3.

“economic tree” means any tree of a class specified by the Minister to be economic trees for the purpose of this Act;

“establishment tenancy” means a tenancy at a nominal rental under which the tenant undertakes to establish the land the subject of the tenancy or some specified portion thereof in some prescribed trees, plant, shrubs or grass of economic value and at the termination of the tenancy to leave it so established;

“excepted holding” does not include any land held under an establishment tenancy, but save as aforesaid, means

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any parcel of land intended for cultivation or pasturage, with or without buildings thereon, consisting of not less than one acre nor more than ten acres held by any tenant rent-free or at an annual rental of less than two *per centum* of the unimproved market value thereof or cultivated by any tenant under a licence the annual consideration in respect of which is less than two *per centum* of such unimproved market value so, however, that any parcel of land which immediately before the 1st day of June, 1949, was an excepted holding for the purposes of this Act shall be deemed to continue to be an excepted holding for such purposes during the continued subsistence of any contract of tenancy in relation thereto which subsisted on such 1st day of June, 1949, and during any extension or renewal of such contract;

“practice of good husbandry” in relation to any small holding, means the practice of methods which do not affect adversely neighbouring holdings or the capital value of the small holding, and which are generally recognized as applying to holdings of the same character and in the same neighbourhood as the small holding; and in assessing whether or not good husbandry has been practised consideration shall be given to—

- (a) the extent to which accepted measures and methods for the conservation of soil are adopted; and
- (b) the standard of maintenance of—
 - (i) drains, embankments and ditches;
 - (ii) measures introduced for the conservation of soil;
 - (iii) gates, fences, walls and hedges;
 - (iv) farm buildings, water tanks, ponds and catchments;
 - (v) the fertility of the soil;

“prescribed tree” means any tree belonging to a class of trees prescribed by the Minister;

“Regional Committee” means any Regional Committee constituted in accordance with regulations made under this Act;

“rice tenancy” means any tenancy in relation to a small holding upon which it is contemplated at the time that the contract is entered into that the tenant will cultivate swamp rice;

“small holding” means any parcel of land intended for cultivation or pasturage, with or without buildings thereon, consisting of not less than one acre nor more than ten acres held under a contract of tenancy so, however, that any parcel of land which immediately before the 1st day of June, 1949, was a small holding for the purposes of this Act shall be deemed to continue to be a small holding for such purposes during the continued subsistence of any contract of tenancy in relation thereto which subsisted on such 1st day of June, 1949, and during the continuance of any extension or renewal of such contract of tenancy;

“unimproved market value” means in relation to any contract of tenancy the price which a willing purchaser would pay to a willing vendor for the land the subject of the contract of tenancy, less any sum by which the value of the land may have been increased by reason of any improvement made thereon by the tenant;

“Valuation Board” means a Valuation Board constituted in accordance with the provisions of section 21.

Contract of Tenancy

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

[The inclusion of this page is authorized by L.N. 480/1973]

First
Schedule.

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

Contracts
of tenancy
to be filed.

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

(2) Every landlord shall keep a file containing all contracts of tenancy entered into by him.

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

(4) Every landlord who contravenes or fails to comply with any of the provisions of this section shall be guilty of an offence and shall be liable upon summary conviction before a Resident Magistrate to a fine not exceeding in the case of a first offence four dollars and in the case of a second or subsequent offence ten dollars and in any case to a further fine not exceeding two dollars for each month during which such contravention continues after conviction thereof.

Stamp duty
on contract
of tenancy.
L.N.
382/1970.

5.—(1) Notwithstanding anything to the contrary contained in the Stamp Duty Act, the stamp duty payable upon a contract of tenancy shall be the sum of two cents when the rent reserved does not exceed two dollars per annum and five cents when the rent reserved exceeds two dollars per annum.

(2) The duties referred to in subsection (1) may be denoted by one or more adhesive stamps which are to be cancelled by the landlord by whom the contract of tenancy is executed.

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

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6. Every landlord shall on being required so to do by any tenant and being paid the sum of ten cents furnish to such tenant a copy of the contract of tenancy to which he is a party.

Copy of contract to be furnished tenant.

7.—(1) Subject to the provisions of subsection (2) and of section 8 the consideration for a contract of tenancy shall not 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 holding :

Restriction on crop-sharing tenancies, etc.

Provided that nothing in this section contained shall be deemed to apply to any establishment tenancy.

(2) The provisions of subsection (1) shall not apply to any contract of tenancy which at its inception is intended to subsist for any period not less than the prescribed period whereby provision is made for the landlord to receive in accordance with such conditions as may be prescribed not more than the prescribed percentage of any prescribed crop grown upon the land to which such contract relates.

8.—(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—

Special provisions relating to economic trees and prescribed trees.

- (i) to fell or cut timber from any economic tree;
- (ii) to reap the produce of any prescribed tree growing upon such holding;
- (iii) in the case of rice tenancies, in any area prescribed by the Minister or forming any part of any property so prescribed to graze cattle upon the holding for the period between the reaping of one crop of rice and the preparation of the land for planting the next crop.

(2) Where the landlord reserves for himself any of the exclusive rights referred to in subsection (1) it shall be lawful for him to enter by himself or his servants or agents upon the small holding in respect of which the right is reserved at all reasonable times between the hours of sunrise and sunset for the purpose of exercising the right so reserved.

(3) Where any damage is occasioned in the course of the exercise of any of the rights referred to in subsection (1) or in subsection (2) to any crop growing upon the small holding or to any stock owned by the tenant upon the small holding or to any buildings or fixtures belonging to the tenant situated upon the small holding the landlord shall be liable to pay to the tenant by way of compensation for such damage the full value of the loss occasioned to the tenant by such damage.

(4) Every tenant shall be liable to pay to the landlord compensation to the full amount of any damage occasioned by him or his servants or agents wilfully or negligently to any economic tree or to any prescribed tree growing upon a small holding of which he is a tenant.

(5) The provisions of this section shall apply to any contract of tenancy entered into before the commencement of this Act under which there was reserved to the landlord any of the rights referred to in subsection (1) as they apply to any contract of tenancy entered into after the commencement of this Act.

Controlled
areas.

9. Where the Minister is satisfied that the rentals of small holdings in any locality are unreasonably high and that such a course is expedient in the public interest, he may by order declare such locality to be a controlled area.

10.—(1) It shall not be lawful for any person to enter into a contract of tenancy, other than a crop-sharing tenancy, for a term of less than—

- (a) two years where the landlord is a company holding a mining lease for bauxite in respect of the land;
- (b) five years where the landlord is not a company referred to in paragraph (a).

Prohibition of contracts of tenancy for less than two years or five years.
52/1964
S. 4.

(2) It shall not be lawful for any person to enter into a crop-sharing tenancy in relation to any crop other than a prescribed crop or for any term less than the prescribed term.

(3) Any person who enters into a contract of tenancy in contravention of the provisions of subsection (1) or of subsection (2) shall be guilty of an offence against this Act and shall be liable on summary conviction before a Resident Magistrate to a fine not exceeding twenty dollars.

11.—(1) Any term or condition of any contract of tenancy whether entered into before or after the commencement of this Act whereby either—

Certain terms to be invalid.

- (a) the exercise by the tenant of any right to distrain upon or to claim or recover damages or compensation in respect of any damage occasioned by any animal trespassing upon his small holding is in any way restricted; or
 - (b) any right is conferred upon the landlord of any small holding to determine the tenancy of such holding either with or without notice if the tenant of such holding exercises or attempts to exercise any of the rights referred to in paragraph (a),
- shall be deemed to be void and of no effect.

(2) Any term or condition of any contract of tenancy whereby rent is expressed to be payable more than half-yearly in advance shall take effect as if such rent were expressed to be payable half-yearly in advance.

Reaping
and mar-
keting of
crops of
tenant by
landlord.

12.—(1) No contract of tenancy shall contain any term or condition whereby the landlord is entitled to reap or market any crop on behalf of the tenant.

(2) Nothing in subsection (1) shall be deemed to prevent the landlord and tenant of any small holding from entering into a separate agreement for the reaping or marketing of any crop by the landlord on account of the tenant.

(3) Where a separate agreement is made for the reaping or marketing of any crop of a small holding by the landlord on account of the tenant, the following provisions shall apply—

- (a) no charge shall be made for supervision, administration or other services by or on behalf of the landlord in excess of two and one-half *per centum* of the proceeds of the sale from which such charge may be deducted;
- (b) actual expenses reasonably incurred by the landlord in respect of the reaping or marketing of the crop sold may be deducted from the amount found due after deducting the charge aforesaid;
- (c) subject to the provisions of paragraphs (a) and (b), the amount to be paid by the landlord under any such arrangement shall not be less than can be secured in the open market for produce of the same kind and quality at the date of delivery;
- (d) the landlord shall deliver a copy of such agreement to the tenant and shall on being required so to do at any time by the tenant and on being paid the sum of ten cents deliver to the tenant a further copy of such agreement;
- (e) the landlord shall annex a copy of such agreement to the contract of tenancy in relation to the holding in respect of which such agreement is entered into

and shall keep such copy in the file required to be kept under section 4.

(4) Any landlord who fails to comply with the provisions of paragraph (d) or paragraph (e) of subsection (3) shall be liable on summary conviction before a Resident Magistrate to a fine not exceeding, in the case of a first offence one hundred dollars, in the case of a second or subsequent offence two hundred dollars, and in any case of a further fine not exceeding two hundred dollars for each month during which such failure continues after conviction thereof.

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13. Where any small holding is subject to any contract of tenancy under this Act then, notwithstanding anything to the contrary, any mortgage over such small holding or over any land of which such small holding forms part, whether created by the landlord or the tenant or any person claiming through either of them or before or after the commencement of this Act or before or after the creation of the tenancy, shall be subject to the contract of tenancy.

Contracts in respect of mortgaged lands.

14. On the alienation or devolution of ownership of a small holding, the incoming owner of the holding shall have and be subject to the same rights and liabilities under any contract of tenancy subsisting at the time of alienation or devolution, as his predecessor in title had and was subject to.

Liability for contracts on sale or devolution of estate.

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

Restriction on subletting.

(2) Such consent shall not be unreasonably withheld by the landlord.

(3) Every tenant who desires to sublet any small holding shall if required so to do by the landlord—

- (a) disclose to the landlord the terms upon which he proposes to sublet the holding; and
- (b) render it a term of any sub-tenancy of the holding created by him that the sub-tenant shall pay to the landlord the full amount of the rent payable by the tenant in respect of such holding.

Assignment
of contract.

16.—(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.

(2) Such consent shall not be unreasonably withheld by the landlord.

(3) 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.

(4) A note of every such assignment shall be endorsed on the contract of tenancy kept by the landlord under section 4.

Extension
or renewal
of contract.

17.—(1) A contract of tenancy may be extended or renewed from time to time.

(2) Except in the case of an establishment tenancy, any tenant of a small holding who for five consecutive years has cultivated the holding according to the practice of good husbandry and has committed no breach of the contract of tenancy shall, unless he has been served with the requisite notice to quit, be entitled to a renewal of the contract for a further period of five years, and similarly at the expiration of that or any subsequent renewal of the contract.

(3) Where any tenancy is extended or renewed under subsection (1), the rent payable in respect of the period for which the tenancy is so extended or renewed shall be determined by agreement between the parties or, in the case of a controlled tenancy, in the event of the parties

failing to agree, by the Valuation Board, so, however, that in determining the rental paid in respect of the period of any extension or renewal of the tenancy regard shall not be had to any improvement made by the tenant.

18.—(1) Subject to the provisions of this section, the tenancy of a small holding shall not terminate on the expiration of the period fixed by the contract of tenancy unless—

Continuation of tenancy in absence of notice to quit.
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S. 5.

- (a) the tenant has given six months' notice in writing to terminate such tenancy at the expiration of such period; or
- (b) the landlord has given—
 - (i) two years' notice in writing to terminate such tenancy at the expiration of such period, where the landlord is a company which holds a mining lease for bauxite in respect of the land and requires the land for mining purposes; or
 - (ii) five years' notice in writing to terminate such tenancy at the expiration of such period, where the landlord is not a company referred to in sub-paragraph (i).

(2) In the case of a tenancy not terminated in the manner provided by subsection (1) on the expiration of the period fixed by the contract of tenancy, the tenancy shall continue on its existing terms, in so far as the same are applicable, until it is terminated—

- (a) by six months' notice given by the tenant in writing to expire at the end of any half year of the tenancy; or
- (b) by the landlord—
 - (i) by two years' notice in writing to expire at the end of any half year of the tenancy, where the landlord is a company which

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holds a mining lease for bauxite in respect of the land and requires the land for mining purposes; or

- (ii) by five years' notice in writing to expire at the end of any half year of the tenancy, where the landlord is not a company referred to in sub-paragraph (i).

(3) Every notice given by any landlord under subsection (1) or (2) of this section shall specify the reasons for the termination of the tenancy to which such notice relates.

(4) Subject to the provisions of subsections (5) and (6), this section shall apply to any tenancy of a small holding, other than an establishment tenancy, which has not been terminated prior to the date of the commencement of the Agricultural Small Holdings (Amendment) Act, 1964,* (hereinafter referred to as the amending Act) or which commences on or after that date, and such application shall not be affected by any notice given by a landlord or counter notice given by a tenant in accordance with section 18 of this Act prior to its repeal and replacement by the amending Act.

(5) Nothing contained in this section shall prejudice the effect of any notice, other than a counter notice, given by a tenant in accordance with section 18 of this Act prior to its repeal and replacement by the amending Act.

(6) Where the landlord of a small holding is a company which—

- (a) was the landlord in respect of the tenancy of the holding, and was the holder of a mining lease for bauxite in respect of the land, prior to the commencement of the amending Act; and

*21st November, 1964.

- (b) requires the land for mining purposes pursuant to the lease mentioned in paragraph (a) of this subsection,

the company may terminate the tenancy of the small holding as if section 18 of this Act had not been repealed or replaced by the amending Act.

(7) In this section—

- (a) any reference to the period fixed by a contract of tenancy includes a reference to any extension or renewal thereof under section 17; and
- (b) “existing terms” means—
- (i) in relation to a tenancy which would have expired but for section 18 of this Act prior to its repeal and replacement by the amending Act, the terms upon which the tenancy subsisted immediately before the date of commencement of the amending Act;*
 - (ii) in relation to any other tenancy, the terms upon which the tenancy subsisted at the time when it would have expired but for this section.

19. A tenancy may, notwithstanding anything provided in section 18 or any period of tenancy stipulated in the contract of tenancy, be determined—

Determina-
tion of
tenancy.
52/1964
S. 6 (a).

- (a) by the landlord without notice—
- (i) where the tenant sublets or assigns the small holding without the consent of the landlord previously obtained in writing;
 - (ii) where the tenant deserts the small holding and leaves it uncultivated and unoccupied for a period of not less than twelve months and owes rent in respect of twelve months or more;

*21st November, 1964.

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- (iii) where the tenant commits a breach of any term or condition of the tenancy which is not capable of being remedied or which can only be remedied at a cost in excess of a sum equivalent to two years' rental of the holding or of ten dollars per acre or part thereof of the holding whichever shall be the greater;
- (b) by the landlord by three months' notice to quit--
 - (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 any officer designated for the purpose by the Minister for the area within which the small holding is situated that the tenant is not cultivating or operating the holding according to the practices of good husbandry and that the interests of the landlord are materially prejudiced thereby:

Provided that if within the period of notice the tenant remedies his default and furnishes to the landlord a certificate from such officer to that effect the notice to quit shall be deemed to be cancelled and of no force or effect;

- (iii) if any part of the rent in respect of the small holding is in arrear for a period of three months or more or if any of the terms or conditions of the tenancy are not performed or observed by the tenant:

Provided that if the tenant pays the rent in arrear or, in the case of any breach or non-observance of any of the terms of the tenancy, the tenant makes good such breach or non-observance, within one calendar month of the

service of the notice to quit the notice to quit shall be deemed to be cancelled and of no force or effect;

- (c) by the tenant without notice where the landlord commits a breach of any term or condition of the tenancy, or permits any taxes or rates (for the payment of which the landlord is as between the landlord and the tenant liable) to fall into arrears or is guilty of any unreasonable conduct which causes the tenant to quit the holding. 52/1964
S. 6 (c).

20.—(1) Every notice to quit a small holding shall be in writing and shall be signed by the landlord or tenant, as the case may be, or his agent or solicitor. It shall describe clearly the holding which is sought to be recovered or intended to be quitted, the grounds upon which the tenancy is to be determined, and the proper day on which possession is to be delivered up, and shall not be ambiguous or optional. Notice
to quit.

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

(3) Service of a notice to quit may be effected either personally on the person to be served or by leaving the notice 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 notice on some conspicuous place on the small holding.

(4) It shall not be necessary that a notice to quit under paragraph (b) of section 19 should expire at the end of the current term or half year of the tenancy. Such notice may be given at any time. 52/1964
S. 7.

Valuation Boards

Establishment of Valuation Boards.

21.—(1) The Minister may establish, for the purposes of this Act, so many Valuation Boards as he shall think fit and shall specify in relation to each Board the area in regard to which it may exercise the powers conferred and perform the duties imposed by this Act.

(2) Each Board shall consist of a Chairman, who shall be a Resident Magistrate or some other person qualified to be a Resident Magistrate, and not less than two nor more than four other members, to be appointed by the Minister.

(3) The members of each Board shall, subject to the provisions of subsection (5), hold office for such period, not exceeding two years, as the Minister may determine, but shall be eligible for reappointment.

(4) The Minister may appoint any person to act in the place of the Chairman or any other member of a Board in case of the absence or inability to act of the Chairman or other member.

(5) Any member of a Board other than a Government officer may at any time resign his office by instrument in writing addressed to the Chairman thereof who shall forthwith cause it to be forwarded to the Minister, and from the date of the receipt by the Chairman of such instrument such member shall cease to be a member of the Board.

(6) The establishment of any Valuation Board and the appointment, removal, death, departure from the Island or resignation of any member of a Board shall be notified in the *Gazette*.

Procedure and meetings of Valuation Boards.

22.—(1) Each Valuation Board shall meet so often, at such time and at such place as to the Board may seem expedient.

(2) Three members of a Board, including the Chairman or acting Chairman, shall form a quorum.

(3) A Board shall be deemed to be fully constituted for the purposes of this Act notwithstanding any vacancy or vacancies among the members.

(4) All matters and questions shall be decided by a majority of votes. The Chairman shall have an original vote and a casting vote if the votes be equally divided.

(5) Each Board shall have all the powers of the Supreme Court to summon witnesses, to administer oaths, to compel witnesses to give evidence and to compel the production of documents, so as to elicit all such information as the Board may consider necessary, without being bound by the rules of evidence in civil or criminal proceedings:

Provided that if any witness objects to answer any question or to produce any document on the ground that it will tend to incriminate him, or on any other lawful ground, he shall not be required to answer such question or to produce such document, nor shall he be liable to any penalties for refusing to do so.

(6) Every summons issued under subsection (5) shall be signed by the Chairman of the Board issuing it and shall state the time when and the place where the person summoned is required to attend and the particular documents which he is required to produce, and the summons shall be served on the person mentioned therein by delivering to him a copy thereof or by leaving a copy thereof at his usual or last known place of abode in Jamaica with some adult person.

(7) Every person who without lawful excuse fails or neglects to attend any meeting of a Board in obedience to any summons or fails to answer any question put to him

by the Board or any member thereof or to produce any document, production of which is required by the Board, or to supply any information required by the Board, shall on summary conviction thereof before a Resident Magistrate, be liable to a fine not exceeding ten dollars.

(8) Any person who intentionally gives a false answer to any question material to the subject of enquiry which may be put to him during the course of any proceedings before a Board shall be guilty of an offence—

(a) if such answer was given on oath, against section 5 of the Perjury Act; or

(b) if such answer was given otherwise than on oath, against section 8 of the Perjury Act, and shall be liable on conviction to the penalties prescribed by the appropriate section for that offence.

(9) A record shall be kept by the Chairman of each Board of all proceedings brought before the Board and of the evidence taken and of the decision arrived at by the Board and of the names of the members taking part in the proceedings.

(10) Subject to the provisions of this section, each Board shall have power to regulate its own proceedings.

Appoint-
ment of
officers, ser-
vants and
valuers.

23.—(1) A Valuation Board may, with the approval of the Minister, appoint or employ, at such remuneration and on such terms and conditions as the Minister may either generally or specially determine, such officers and servants and such persons to act as valuers as may be deemed necessary for the proper carrying out of the provisions of this Act, and may pay to the members of the Board such allowances and expenses as the Minister may generally or specially approve.

(2) The Board may require any person so appointed or employed to give such security as the Board may deem proper for the due performance of his duties.

24.—(1) Every Board shall have in relation to the area in respect of which it is appointed the following powers and duties—

Functions
of Board.

- (a) on the application of any tenant or prospective tenant of a small holding situated in any controlled area, to fix the maximum economic rent for such small holding;
- (b) if the landlord and the tenant of any holding are unable to agree as to either—
 - (i) whether the holding is an excepted holding within the meaning of section 2; or
 - (ii) as to the amount of compensation to be paid under section 26,

on the application of either of them, to determine the market value of the holding or the amount of compensation to be paid, as the case may be.

(2) In fixing the maximum economic rent of any holding in any controlled area the Board shall have regard—

- (a) to the unimproved market value of the holding at the time when the rental is fixed; and
- (b) to the gross annual value which a tenant might reasonably be expected to derive from the occupancy of the small holding,

but shall not have regard to the rental previously received by the landlord for the holding or to the standard of rentals prevailing in the controlled area.

25.—(1) Any landlord who knowingly receives any rent in excess of the maximum rent fixed by the Valuation Board under paragraph (a) of subsection (1) of section 24 shall, on summary conviction before a Resident Magistrate, be liable to a fine not exceeding one hundred dollars or to imprisonment for a period not exceeding six months, or to both such imprisonment and such fine.

Rental in
excess of
maximum
economic
rental.

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(2) The Court before which any landlord is convicted of an offence against subsection (1) may, without prejudice to any other right which the tenant may have to recover the rent overpaid, order the landlord to repay the same.

Compensation for Improvements and Disturbance

Compensation for improvements. Third Schedule.

26.—(1) Where a tenant of a small holding has made thereon any improvement comprised in the Third Schedule he shall, subject as in this Act mentioned, and, in a case where the contract of tenancy was made after the coming into operation of this Act, then whether the improvement was or was not an improvement which he was required to make by the terms of his tenancy, be entitled, at the termination of the tenancy, to obtain from the landlord as compensation for the improvement such sum as fairly represents the value of the improvement to an incoming tenant :

Provided that this section shall not apply so as to make compensation payable to any tenant under an establishment tenancy in respect of any improvements which he was required to make by the terms of such tenancy.

(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) the value of any benefit which the landlord has given or allowed the tenant in consideration of the tenant executing the improvement; 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.

27. Compensation under this Act shall not be payable in respect of any improvement comprised in Part I of the Third Schedule unless the landlord of the small holding has, previously to the execution of the improvement, consented in writing to the making of the improvement.

Consent of landlord as to improvements in Part I of Third Schedule.

28. Compensation under this Act shall not be payable—

(a) in respect of items (10), (11), (12), (13) and (14) of Part II of the Third Schedule unless the tenant of the small holding has, previously to the execution of the improvement, obtained a certificate from the Agricultural Officer of the district in which the holding is situated recommending that such improvement be effected;

Compensation for improvements in Part II of Third Schedule payable upon certificate of Agricultural Officer and notice to landlord.

(b) in respect of any improvement comprised in Part II of the Third Schedule unless the tenant of the holding has, not more than three nor less than two months before beginning to execute the improvement, given to the landlord notice in writing of his intention so to do and of the manner in which he proposes to do the intended work.

29.—(1) Compensation under this Act shall not be payable in respect of items (15) and (16) of Part III of the Third Schedule unless the tenant of the small holding has, previously to the execution of the improvement, obtained a certificate from the Agricultural Officer of the district in which the holding is situated recommending that such improvement be effected.

Compensation for improvements in Part III of Third Schedule payable upon certificate of Agricultural Officer.

(2) Where any agreement in writing entered into before the coming into operation of this Act secures to the tenant of a small holding for any improvement comprised in Part III of the Third Schedule fair and reasonable compensation, having regard to the circumstances existing at the time of making the agreement, the compensation so secured shall, as respects that improvement, be substituted for compensation under this Act.

Compensation for disturbance

30.—(1) In addition to compensation for improvements, the tenant of a small holding shall be entitled to receive compensation for disturbance, equivalent to two years' 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; or
- (b) commits some breach of his covenant for quiet enjoyment whereby the tenant is forced to quit the land.

(2) In the case of a tenant who has for five or more consecutive years remained on and cultivated a small holding according to the practice of good husbandry and has not committed any breach of the contract of tenancy, the compensation for disturbance payable under this section shall be the equivalent of three years' rent of the small holding.

Forfeiture of right to compensation for disturbance. 52/1964 S. 8.

31. The right to compensation for disturbance shall be forfeited where the tenancy is duly determined for any of the causes mentioned in paragraph (a) or paragraph (b) of section 19.

Compensation in respect of excepted holdings.

32. Where notice to terminate the tenancy of any excepted holding is given by the landlord and there is at the date of the expiration of the notice any growing crop on the holding planted by the tenant or taken over by him before the notice to terminate such tenancy was given, the

tenant shall be allowed to have free access to the holding for the purpose of reaping and to reap such crops at any time within six months of the termination of his tenancy, or, in lieu thereof, the landlord may elect to pay, and, upon such election, shall pay to the tenant the value of the growing crop at the date of the expiration of the notice.

33. Except as otherwise provided in section 32, compensation payable under this Act shall be paid by the landlord to the tenant within thirty days of the determination of the tenancy.

Time allowed for payment of compensation.

Fixtures and Buildings

34.—(1) Subject to the provisions of subsection (2) any engine, machinery, fencing or other fixture affixed to a small holding by a tenant, and any building erected by him thereon for which he is not under this Act or otherwise entitled to compensation, and which is not so affixed or erected in pursuance of some obligation in that behalf or instead of some fixture or building belonging to the landlord, shall be the property of and be removable by the tenant within sixty days of the determination of the tenancy :

Tenant's property in fixtures and buildings.

Provided that—

- (i) before the removal of any fixture or building the tenant shall pay all rent owing by him, and shall perform or satisfy all other his obligations to the landlord in respect of the holding;
- (ii) in the removal of any fixture or building the tenant shall not do any avoidable damage to any other building or other part of the holding;
- (iii) immediately after the removal of any fixture or building the tenant shall make good all damage occasioned to any other building or other part of the holding by the removal;

- (iv) the tenant shall not remove any fixture or building without giving ten days' previous notice in writing to the landlord of his intention to remove it;
- (v) the tenant shall not remove any fixture or building except between the hours of sunrise and sunset.

(2) The landlord and the tenant may at any time before the termination of the tenancy or at any time within sixty days thereafter enter into a written agreement for the purchase by the landlord of all engines, machinery, fences or other fixtures upon the small holding or of any such engine, machinery, fencing or fixtures, at a price expressed in such agreement, and thereupon the rights of the tenant under subsection (1) in relation to the engines, machinery, fencing or fixtures to which such agreement relates shall cease and determine.

Miscellaneous

Boundary
marks.

35.—(1) Before the commencement of the term of any contract of tenancy, the boundaries of the small holding shall be properly marked by the landlord.

(2) For the duration of the tenancy the tenant shall maintain the boundary marks in proper order.

(3) Any landlord or tenant who fails to comply with the provisions of this section shall, without prejudice to any civil liability, be liable on summary conviction before a Resident Magistrate to a fine not exceeding ten dollars.

Fences.

36.—(1) The landlord of any small holding shall be solely liable for the erection of any fence required by any law for the time being in force to be erected along any main or parochial road adjacent to such small holding.

(2) Every landlord who keeps any stock upon any land retained by him shall erect such fences as may be necessary to prevent such stock straying from his retained land.

(3) Subject to the provisions of subsection (4) every tenant of a small holding who keeps any stock upon his small holding shall erect and maintain such fences as may be necessary to prevent such stock straying from such small holding.

(4) Where each of the tenants of two adjacent small holdings keeps stock upon his small holding the provisions of section 6 of the Dividing Fences Act shall apply as they apply to the owners of adjacent holdings.

(5) Every landlord may enter into contracts with any of his tenants in relation to the maintenance of any fences required to be erected by the landlord under this Act.

(6) Any contract made or purporting to be made by any landlord with any of his tenants whereby the landlord is relieved of indemnity against any liability under Part II of the Trespass Act, which relates to cattle trespass, shall be void and of no effect.

37. The landlord of every small holding shall provide reasonable means of ingress and egress for the tenant and a led animal to and from the holding.

Access to small holding.

38.—(1) Notwithstanding anything to the contrary contained in a contract of tenancy, the tenant of the small holding shall be entitled to keep horses, mules, asses, cattle, sheep, pigs, goats and poultry on the holding.

Tenant's right to keep stock on holding.

(2) The provisions of subsection (1) shall not apply to any establishment tenancy.

39.—(1) A tenant of a small holding shall not, without the consent in writing of the landlord previously obtained, cut down or destroy or cause or allow to be cut down or destroyed any economic tree growing on the holding.

Restriction on cutting of trees after notice to quit.

(2) Any tenant contravening the provisions of subsection (1) shall, without prejudice to any civil liability, be liable on summary conviction before a Resident Magistrate to a fine not exceeding ten dollars.

Inspection. **40.** The landlord of any small holding or his agent shall have the right of inspection of the holding at all reasonable times.

Uncertain terms. **41.** Where a contract of tenancy does not provide for any term or provides for a term less than the minimum term permitted in relation to a contract of tenancy of that nature under this Act the term of such tenancy shall be deemed to be the minimum term permitted under this Act in relation to contracts of tenancy of that nature.

Recovery of possession of small holding. 15/1979 2nd Sch. **42.** If upon determination of a tenancy by notice to quit or otherwise the tenant of any small holding neglects or refuses to quit and deliver up possession of the holding, the landlord may take proceedings before a Resident Magistrate to recover possession of the same.

Regulations. **43.—(1)** The Minister may make regulations generally for giving effect to the purposes of this Act.

(2) In particular and without prejudice to the generality of the foregoing provisions any such regulations may prescribe anything required to be prescribed under this Act.

(3) The Minister may specify any class of tree to be economic trees for the purposes of this Act and may prescribe any class of tree to be prescribed trees for the purposes of this Act.

44. All claims to recover possession of small holdings and all disputes and differences arising out of contracts of tenancy shall, save as otherwise provided in section 24, be within the jurisdiction of a Resident Magistrate and shall be heard and determined on the civil side of the Resident Magistrate's Court, and the provisions of the Judicature (Resident Magistrates) Act shall apply, *mutatis mutandis*, to all proceedings brought before a Resident 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.

Jurisdiction of Resident Magistrates.

45. The provisions of this Act shall apply notwithstanding anything to the contrary contained in any contract of tenancy, and in case any of the provisions of a contract of tenancy are inconsistent with any of the provisions of this Act the contract shall be read and construed so as to be consistent with the provisions of this Act.

Contracting out prohibited.

46.—(1) Where there is any conflict or inconsistency between the provisions of this Act and the provisions of any other enactment the provisions of this Act shall prevail.

Provisions of this Act to prevail.

(2) Subject as aforesaid, the provisions of this Act shall be in addition to, and not in derogation of, any of the provisions of any other enactment relating to landlords and tenants.

47.—(1) Subject to the provisions of this section, the provisions of this Act shall apply to any subsisting contract of tenancy as they apply to any contract of tenancy entered into after the 1st day of June, 1949.

Application to subsisting tenancies and special provisions. 33/1955 S. 3. 52/1964 S. 9 (1) (a).

(2) The provisions of section 3 and of subsection (1) of section 4 and of subsection (1) of section 5 shall not apply to any subsisting contract of tenancy.

[The inclusion of this page is authorized by L.N. 480/1973]

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S. 9 (1) (b).

(3) In this section "subsisting contract of tenancy" means any contract of tenancy entered into before the 1st day of June, 1949, and subsisting on such day.

Power to
make order
exempting
certain
lands.

48.—(1) If it appears to the Minister that it is expedient in the public interest so to do he may by order published in the *Gazette* exempt from the provisions of this Act any parcel of land in respect of which a scheme for the use thereof as agricultural land has been approved by the Minister.

(2) The provisions of this Act shall not apply to any land so exempted.

Exclusion
of rice
tenancies.

49. The provisions of this Act, save in regard to the methods prescribed for the assessment of rental shall not apply to any rice tenancy until such date as the Minister may by order appoint.

Rent res-
triction.
52/1964
S. 11.

50.—(1) Notwithstanding anything contained in this Act, where the tenancy of a small holding is subsisting on the 21st November, 1964, no increase shall thereafter be made in the rent of the holding during the continuance of such tenancy or upon or during any extension or renewal thereof.

(2) Any landlord who increases the rent payable in respect of the tenancy of a small holding as aforesaid in contravention of the provisions of subsection (1) shall, on summary conviction before a Resident Magistrate, be liable to a fine not exceeding one hundred dollars or to imprisonment for a period not exceeding six months, or to both such fine and imprisonment.

(3) The Court before which any landlord is convicted of an offence under this section may, without prejudice to any other right which the tenant may have to recover any rent overpaid, order the landlord to repay the same.

(4) This section shall continue in force for a period of five years after the 21st November, 1964, and may be continued in force for further periods not exceeding five years at any time by resolution of the Senate and the House of Representatives.

FIRST SCHEDULE

(Section 3 (2))

Contract of Tenancy under the Agricultural Small Holdings Act

An Agreement made the _____ day of _____

19____, 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 _____ acres

or thereabouts situated at _____ in the Island of Jamaica 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—

52/1964
S. 12.

1. The tenancy shall be for a term of _____ years from the date hereof and shall continue after such term, or any term or terms for which this contract may be extended or renewed, unless and until terminated in the appropriate manner provided by the Agricultural Small Holdings Act.

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. The consideration for this contract shall be—

- (a) the payment of rent in advance by the tenant to the landlord at the rate of _____ per annum; and
- (b) the establishment of grass on the holding by the tenant as follows—

(Here specify variety of grass to be planted and any other terms).

3. The tenant agrees—

(1) to pay the rent hereby reserved at
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 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 moneys to come to the tenant the actual cost of such work exclusive of that of supervision.

5. 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 on 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.

6. 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— | |

[The inclusion of this page is authorized by L.N. 480/1973]

SECOND SCHEDULE (Section 20 (2))

(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 19 , of the small holding situated at in the parish of in the Island of Jamaica which you hold of me/him as tenant thereof under a contract of tenancy dated the day of 19 , under the provisions of the Agricultural Small Holdings Act.

This tenancy is being terminated for the following reasons—

Dated the day of 19 .

(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 19 , of the small holding situated at in the parish of in the Island of Jamaica now held by me/him as your tenant under a contract of tenancy dated the day of 19 , under the provisions of the Agricultural Small Holdings Act.

This tenancy is being terminated for the following reasons—

Dated the day of 19 .

THIRD SCHEDULE (Section 26 (1))

PART I

Improvements to which Consent of Landlord is required

- (1) Erection, alteration or enlargement of buildings.
- (2) Planting of trees of economic value on cultivable areas.
- (3) Laying down of permanent pasture (except in the case of grass tenancies).
- (4) Planting of permanent and semi-permanent crops.

[The inclusion of this page is authorized by L.N. 480/1973]

- (5) Making of works of irrigation.
- (6) Making of permanent sub-division fences.
- (7) Making or improvement of roads.
- (8) Making of dipping tanks.

PART II

Improvements in respect of which Notice to Landlord is required

- (9) Clearing of land.
- (10) Establishment of windbreaks.
- (11) Gully and watercourse measures.
- (12) Drainage.
- (13) Liming of land.
- (14) Application to land of phosphates.

PART III

*Improvements in respect of which Consent of or Notice to
Landlord is not required*

- (15) Establishment of soil erosion control barriers.
- (16) Establishment of contour trench system.
- (17) Planting of trees of economic value on areas which are required to be left under cover for the purpose of erosion control.