



ST. CHRISTOPHER AND NEVIS

CHAPTER 14.02

AGRICULTURAL SMALL HOLDINGS ACT

Revised Edition

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This edition contains a consolidation of the following laws—

AGRICULTURAL SMALL HOLDINGS ACT

Act 12 of 1938 ... in force 1st February 1939

Amended by: Act 6 of 1976

Act 7 of 1976

Act 29 of 2001

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CHAPTER 14.02**AGRICULTURAL SMALL HOLDINGS ACT**

AN ACT TO MAKE PROVISION FOR SMALL LAND HOLDINGS INTENDED FOR CULTIVATION OR PASTURAGE CONSISTING OF NOT LESS THAN A QUARTER OF AN ACRE AND NOT MORE THAN TWENTY-FIVE ACRES HELD UNDER A CONTRACT OF TENANCY; AND TO PROVIDE FOR RELATED OR INCIDENTAL MATTERS.

Short title.

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

Interpretation.

2. In this Act—

“attested” means attested before and explained by the Registrar or a Solicitor of the High Court or a Magistrate or Justice of the Peace;

(Amended by Act 6 of 1976)

“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 twenty-five acres held under a contract of tenancy.

*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 the First Schedule 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 in that contract 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 one month of the execution thereof, and upon receipt by the Registrar of a contract of tenancy duly signed and attested such contract shall be deemed to be registered under the provisions and for the 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 or her 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 shall be liable, on summary conviction, to a fine not exceeding two hundred and fifty dollars.

(Amended by Acts 7 of 1976 and 9 of 1986)

Certified copy of contracts.

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 fifteen cents.

(2) The fees prescribed in the Second Schedule 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 larceny 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 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—

(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 the Chief Agricultural Officer that the tenant is not cultivating the holding according to the rules of good husbandry and that the interests of the landlord are materially prejudiced thereby:

Provided that no such certificate shall be granted unless and until the landlord has given the tenant, by notice in writing, a reasonable opportunity to remedy his or her default;

- (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:

Provided that in the case of rent in arrear, if the tenant pays such rent to the landlord within the period of notice, then and in such case the notice to quit shall be deemed to be cancelled and shall be of no force and effect;

(Amended by Act 6 of 1976)

- (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 or her agent or solicitor, and the notice shall describe clearly the small holding which is sought to be recovered or intended to be quitted and the proper day on which possession is to be delivered up and shall not be ambiguous or optional.

(2) The forms of notice to quit prescribed in the Third 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 some adult person at his or her last or most usual place of abode, or if the person to be served cannot be found and the place of his or her abode either is not known or admission thereto cannot be obtained then by posting the same on some conspicuous place on the small holding.

(4) It shall not be necessary that a notice to quit under section 8(1)(b) or section 8(2) should expire at the end of the current term of the tenancy, but it may be given at any time.

(Amended by Act 29 of 2001)

Assignment of contract.

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

Sub-letting prohibited.

11. A tenant shall not sub-let 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 with reference to any registered contract—

- (a) the registered contract shall be conclusive evidence of the terms therein contained;
- (b) the signatures of the parties to such contract and of the attesting witness, and also the signatures to any endorsements thereon and to any documents filed therewith shall be presumed to be genuine; and it shall not be necessary to prove the said signatures, but the production of the contract and documents coming from the proper custody shall be sufficient proof of the contract and of any endorsements thereon and of any such documents;
- (c) every fact contained in an endorsement shall be presumed to be true until the contrary is proved;
- (d) the production of a certified copy of a registered contract shall be proof of the registration of such contract;
- (e) a certified copy of a registered contract and documents filed therewith shall be *prima facie* proof of the terms of such contract, of the several documents filed therewith and of the several endorsements thereon, and of every fact which would be 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 situate, and in the absence of any such contracts, upon the terms and conditions contained in the form of contract set out in the First Schedule, 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, provided that in such case no charge shall be made for supervision, administration or other services by or on behalf of the landlord in excess of two and a half per centum 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 shall be 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:

Provided that a contract entered into *bonâ fide* by the tenant with the landlord, shall bind the mortgagee.

(3) Any owner of land who contravenes the provision of subsection (2) shall be liable, on summary conviction, to a fine not exceeding one thousand five hundred dollars.

(Amended by Acts 7 of 1976 and 9 of 1986)

Rights of landlord.

19. The landlord or his or her agent shall have the right of inspection of a small holding at all reasonable times; and in case of the disability of the tenant, arising from illness, injury, or other reasonable cause, to maintain his or her holding in proper order, the landlord may, but shall not be obliged to, do any necessary work which should have been done by the tenant under the terms of his or her contract, and may deduct from any moneys 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, provided that 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:

Provided that 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 one 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 three months before the expiration of the tenancy to grant a renewal thereof refuses to do so or causes the tenant to quit by demanding an unreasonable increase in rent or an unreasonable consideration *in lieu* of rent; or
- (c) by his or her 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 paragraphs (i) and (ii) of section 8 (1) (a) and paragraphs (i), (ii), (iii), and (iv) of section 8(1)(b).

*Procedure and General Provisions***Jurisdiction of Magistrates.**

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 a 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, Cap. 3.17 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.

(2) A Magistrate shall have power to appoint persons to assist him or her 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 or her own discretion after the institution of proceedings.

(3) A Magistrate may make such order as he or she may think fit in respect of the expenses and remuneration of such persons:

Provided that the amount of such remuneration shall not exceed the sum of fifty dollars per valuation.

(Amended by Act 7 of 1976)

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 a Magistrate to recover possession of the same; and the provisions of sections 5, 6, 7, 8, 9, 11, 14, 15, 16, 17 and 18 of the Small Tenements Act, Cap. 10.18 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.

Provisions of this Act to prevail.

26. Where there is any conflict or inconsistency between the provisions of this Act and the provisions of any other Act, the provisions of this Act shall prevail:

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

Contracting out prohibited.

27. 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.

FIRST SCHEDULE

(Section 3(2) & 15)

CONTRACT OF TENANCY UNDER THE AGRICULTURAL SMALL HOLDINGS ACT, CAP. 14.02

An Agreement made the day of 20.....,
Between of (hereinafter called the landlord which expression wherever the context so allows includes his or her heirs, personal representatives and assigns) of the one part and of (hereinafter called the tenant which expression wherever the context so allows includes his or her heirs, personal representatives and assigns) of the other part whereby the landlord agrees to let and the tenant agrees to take all that parcel of land with buildings thereon (hereinafter called the holding) containing in the whole acres or thereabout situate at in the State 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, Cap. 14.02.

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 or her share of the crop immediately upon reaping the same.

or

(3) The tenant shall pay to the landlord his or her 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 or her part contained in clause 2 of this agreement;

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

(3) to manage, cultivate and manure the holding in a good and husband-like 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 or her contract, and may deduct from any moneys to come to the tenant the actual cost of such work exclusive of that of supervision.

6. The landlord agrees to permit the tenant on his or her paying the rent hereby reserved/fulfilling the obligations on his or her part contained in clause 2 hereof, and observing and performing the several conditions and stipulations of his or her 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 or her.

7. This contract is subject to the provisions of the Agricultural Small Holdings Act, Cap. 14.02, 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: }

SECOND SCHEDULE

(Section 7(2))

FEES.

| | \$ | c. |
|------------------------------------|----|-----|
| 1. Attestation of contract..... | 0 | 24 |
| 2. Registration of contract..... | | Nil |
| 3. Certified copy of contract..... | 0 | 24 |

THIRD SCHEDULE

(Section 9(2))

(1) NOTICE TO QUIT BY LANDLORD.

To

I hereby (as agent or solicitor for X.Y. your landlord and on his or her behalf) give you notice to quit and deliver up possession on the day of 20....., of the small holding situate at in the parish of in the State which you hold of me/him or her as tenant thereof under a contract of tenancy dated the day of 20....., under the provisions of the Agricultural Small Holdings Act, Cap. 14.02.

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 or her behalf) give you notice that it is my/his or her intention to quit and deliver up possession on the day of 20....., of the small holding situate at in the parish of in the State now held by me/him or her as your tenant under a contract of tenancy dated the day of 20....., under the provisions of the Agricultural Small Holdings Act, Cap. 14.02.

Dated the day of 20.....