



MONTSERRAT

CHAPTER 8.04

AGRICULTURAL SMALL HOLDINGS ACT and Related Legislation

Revised Edition

showing the law as at 1 January 2013

This is a revised edition of the law, prepared by the Law Revision Commissioner under the authority of the Revised Edition of the Laws Act.

This edition contains a consolidation of the following laws—

	Page
AGRICULTURAL SMALL HOLDINGS ACT	3
Act 12 of 1938 .. in force 1 February 1939	
Amended by Acts: 11 of 1939	
7 of 1954	
Amended by S.R.O. 15/1956	
AGRICULTURAL SMALL HOLDINGS (REGULATION OF RENTALS) ACT	17
Act 6 of 1959 .. in force 15 December 1959	
Amended by Acts 9 of 2011 .. in force 27 September 2011 (S.R.O. 40/2011)	



MONTSERRAT

CHAPTER 8.04

AGRICULTURAL SMALL HOLDINGS ACT and Related Legislation

Revised Edition

showing the law as at 1 January 2013

This is a revised edition of the law, prepared by the Law Revision Commissioner under the authority of the Revised Edition of the Laws Act.

This edition contains a consolidation of the following laws—

AGRICULTURAL SMALL HOLDINGS ACT

Page

3

Act 12 of 1938 .. in force 1 February 1939

Amended by Acts: 11 of 1939

7 of 1954

Amended by S.R.O. 15/1956

AGRICULTURAL SMALL HOLDINGS (REGULATION OF RENTALS) ACT

17

Act 6 of 1959 .. in force 15 December 1959

Amended by Acts 9 of 2011 .. in force 27 September 2011 (S.R.O. 40/2011)

CHAPTER 8.04
AGRICULTURAL SMALL HOLDINGS ACT
ARRANGEMENT OF SECTIONS

SECTION

1. Short title
2. Interpretation

Contract of Tenancy

3. Form of contract of tenancy
4. Consideration for contract
5. Registration of contract
6. Certified copy of contracts
7. Stamp duty and fees
8. Determination of tenancy
9. Notice to quit
10. Assignment of contract
11. Sub-letting prohibited
12. Extension or renewal of contract
13. Tenant holding over with consent
14. Evidence of registered contracts
15. Contracts not in writing and unregistered contracts
16. Marketing of crops
17. Liability for existing contracts on sale or devolution of estate
18. Contracts in respect of mortgaged lands
19. Rights of landlord

Compensation for Improvements and Disturbance

20. Compensation for improvements
21. Method of assessment
22. Compensation for disturbance
23. Forfeiture of right to compensation

Procedure and General Provisions

24. Jurisdiction of Magistrates
25. Recovery of possession of small holding
26. Provisions of this Act to prevail
27. Contracting out prohibited

SCHEDULES

CHAPTER 8.04

AGRICULTURAL SMALL HOLDINGS ACT

(Acts 12 of 1938, 11 of 1939, 7 of 1954 and S.R.O. 15/1956)

Commencement

[1 February 1939]

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 or any person duly authorized 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 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 Schedule A 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 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 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 of \$24.

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 15¢.

(2) The fees prescribed in Schedule B 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 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:

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 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;

- (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 C 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 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.

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, expressed 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 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 Schedule A, 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 *bona fide* by the tenant with the landlord, shall bind the mortgagee.

(3) Any owner of land contravening the provision of subsection (2) shall be liable on summary conviction to a fine of \$120.

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 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 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; or
- (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 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 section 8(1)(a)(i) and (ii) and section 8(1)(b)(i), (ii), (iii), and (iv).

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 Court Act shall apply *mutatis mutandis* to all proceedings brought before a Magistrate by virtue of this Act so far as the same can be made applicable thereto and are not inconsistent with any of the provisions of this Act.

(2) A 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) A Magistrate may make such order as he 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 \$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 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 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 Montserrat.

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.

SCHEDULE A

(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 Montserrat 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 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 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 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 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 B

(Section 7(2))

FEEES

	\$	¢
1. Attestation of contract.....	0	24
2. Registration of contract.....		Nil
3. Certified copy of contract	0	24

SCHEDULE C*(Section 9(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, 20....., of the small holding situate at in the parish of in Montserrat 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 the parish of in Montserrat 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..... .

**AGRICULTURAL SMALL HOLDINGS
(REGULATION OF RENTALS) ACT**

ARRANGEMENT OF SECTIONS

SECTION

1. Short title
2. Interpretation
3. Establishment of Agricultural Rent Board
4. Procedure and meetings of the Board
5. Functions of the Board
6. Right of appeal
7. Rental in excess of standard rent
8. Restriction on demand of premium
9. False entries in rent books
10. Rent Inspectors
11. General penalty
12. Offence by companies
13. Operation of Act

CHAPTER 8.04

**AGRICULTURAL SMALL HOLDINGS
(REGULATION OF RENTALS) ACT**

(Acts 6 of 1959 and 9 of 2011)

Commencement

[15 December 1959]

Short title

1. This Act may be cited as the Agricultural Small Holdings (Regulation of Rentals) Act.

Interpretation

2. In this Act—

“**Board**” means the Agricultural Rent Board constituted in accordance with the provisions of section 3;

“controlled area” means any area or estate declared by order of the Governor acting on the advice of Cabinet to be a controlled area;
(Amended by Act 9 of 2011)

“rent” includes any part of any crop rendered or any equivalent given in kind or in labour in consideration of which a landlord has permitted any person to use or occupy any small holding;

“small holding” means any 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.

Establishment of Agricultural Rent Board

3. (1) The Governor acting on the advice of Cabinet may establish, for the purposes of this Act, an Agricultural Rent Board which shall exercise the powers conferred and perform the duties imposed by this Act. (Amended by Act 9 of 2011)

(2) The Board shall consist of not less than three nor more than five members, to be appointed by the Governor acting on the advice of Cabinet. At least one member of the Board shall be a public officer. (Amended by Act 9 of 2011)

(3) The Governor acting on the advice of Cabinet shall appoint one of such members to be Chairman of the Board. (Amended by Act 9 of 2011)

(4) The members of the Board shall, subject to the provisions of subsection (6), hold office for such period, not exceeding two years, as the Governor acting on the advice of Cabinet may determine, but shall be eligible for reappointment. (Amended by Act 9 of 2011)

(5) In the absence or inability to act of the Chairman or any other member of the Board, the Governor may appoint another member of the Board to act in the place of the Chairman or other such member.

(6) Any member of the Board other than a public officer may at any time resign his office by instrument in writing. Such instrument shall, in the case of the Chairman of the Board, be addressed to the Governor, and, in the case of any other member of the Board, to the Chairman, who shall forthwith cause it to be forwarded to the Governor. From the date of the receipt of such instrument by the Governor or the Chairman, as the case may be, such member shall cease to be a member of the Board. (Amended by Act 9 of 2011)

(7) The Governor may appoint a Secretary to the Board.

(8) No person shall act as a member of the Board in any matter in which, if he were a Judge, he would not be entitled to act on the ground of interest.

(9) The establishment of the Board and all appointments under this section shall be notified in the *Gazette*.

Procedure and meetings of the Board

4. (1) The Board shall meet so often at such time and at such place as to the Board may seem expedient.

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

(3) The 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 or acting Chairman shall have an original vote and a casting vote if the votes be equally divided.

(5) The Board shall have all the powers of the High Court to summon witnesses, to administer oaths 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 objecting so to do.

(6) The Board may take into consideration any relevant facts within the knowledge of any member of the Board notwithstanding the absence of formal proof of such facts:

Provided that, such facts are within the personal knowledge of such member of the Board or were found to be proved at a meeting of the Board:

Provided further, that before any such facts are taken into consideration the party or parties present before the Board shall be informed of the substance of such facts and given the opportunity, if they so desire, of adducing evidence in regard thereto.

(7) An order of the Board shall operate from such date, whether before or after the date on which the order is made, as may be specified in the order, or if no such date be specified, from the date of the order. Any such order may be proved by the production of a copy of the order purporting to be signed by the Chairman of the Board.

(8) An interested party may be represented before the Board by counsel or solicitor.

(9) Every summons issued under subsection (5) shall be signed by the Chairman of the Board and shall state the time when and the place where the person summoned is required to attend and the particular document 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 Montserrat with some adult person.

(10) Every person who without lawful excuse fails or neglects to attend any meeting of the Board in obedience to any summons or fails, subject to the provisions of subsection (5), to answer any question put to him by the Board or any member thereof, or to produce any document the production of which is required by the Board, or to supply any information required by the Board shall be guilty of an offence against this Act and shall on summary conviction be liable to a fine of \$24.

(11) Any person who wilfully 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 the Board shall be guilty of an offence against this Act.

(12) The proceedings of the Board shall be open to the public and a record shall be kept by the Chairman of the Board of all proceedings brought before the Board, of the evidence of any relevant facts taken into consideration under the provisions of subsection (6), of the decision arrived at by the Board, and of the names of the members taking part in the proceedings.

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

Functions of the Board

5. (1) The Board shall have the power and duty to determine the standard rent of small holdings situate in any controlled area in Montserrat.

(2) The landlord or prospective landlord or the tenant or prospective tenant of a small holding situate in any controlled area may at any time apply to the Board to determine the standard rent for such small holding.

(3) The Board may at any time, by notice in writing served on the landlord of a small holding situate in any controlled area, require him to apply to the Board within a time specified in the notice to determine the standard rent for such small holding. If the landlord fails so to apply the Board may fix the standard rent as though he had so applied and the landlord shall be guilty of an offence against this Act.

(4) Notice of every application under subsection (2) or (3) shall be served by the applicant on all interested parties.

(5) When application has been made to the Board under this section the Board shall notify the parties of the date, time and place of the hearing of the application and may determine the standard rent on such application

notwithstanding the non-attendance of the applicant or any person interested before the Board.

(6) The standard rent of a small holding when determined by the Board shall be the rent which, in the opinion of the Board, might reasonably have been expected in respect of a similar letting of similar premises with the same amenities and facilities in the same locality on 1 January, 1958, if the rates and taxes payable in respect of the small holding on that date had been the same as those which are payable at the time of the determination of the standard rent by the Board, with an addition, in any case in which the annual value of the premises has increased by reason of improvements to the premises or their amenities or facilities (not being ordinary repairs or maintenance) effected by the landlord at his own expense since that date, of such amount as the Board may think just on account of any increase in the cost of effecting the like improvements between 1 January, 1958, and the date the improvements were effected.

(7) When the standard rent for a small holding has been determined by the Board, no further application to determine such standard rent shall be entertained by the Board unless the Board is satisfied that since the date of such previous determination there has been a material change in either the nature or the terms and conditions of the tenancy or in the circumstances affecting the determination of the standard rent and that no such change is due to the tenant's neglect or default.

(8) The Board may, in its discretion, wherever it shall seem convenient to the Board so to do—

- (a) entertain an application under this section relating to two or more small holdings; or
- (b) require an application to be made under subsection (3) in respect of two or more small holdings.

(9) On the hearing of any application under this Act (whether it be in relation to a small holding let or intended to be let or a small holding in respect of which the Board has required the landlord to apply for the determination of the standard rent thereof or otherwise) the Board shall try the whole matter of the application and shall give judgment or make order thereon, and shall give any direction it may consider necessary to enable it to give a final judgment or to make an order, and may from time to time adjourn the hearing of the application.

(10) Without prejudice to the generality of the provisions of the preceding subsection, the Board shall have jurisdiction to enquire into and, where necessary, to determine—

- (a) whether the relationship of landlord and tenant exists;
- (b) the nature, terms and conditions of every tenancy or proposed tenancy (whether the contract of tenancy is wholly or partly under seal or wholly or partly in writing or wholly or partly verbal) and the category of letting or proposed letting;

- (c) the extent of the premises let or intended to be let by the tenant, and the facilities and amenities granted to or enjoyed by the tenant or intended to be granted to or enjoyed by the tenant.

Right of appeal

6. (1) If either party is aggrieved by the decision of the Board such party may appeal therefrom to a Judge of the High Court by way of summons in Chambers within fifteen days from the date of the decision, and shall serve a notice on the Chairman of the Board of his intention to appeal against such decision:

Provided that, notwithstanding the lapse of such period of fifteen days any such party may appeal against the decision if he shows to the satisfaction of a Judge of the High Court that owing to absence from Montserrat, sickness or other reasonable cause, he was prevented from appealing within such period, and that there has been no unreasonable delay on his part.

(2) On receipt of the aforesaid notice the Chairman of the Board shall without delay transmit to the Registrar of Montserrat all papers relating to such appeal.

(3) Such summons shall be served by the appellant on the other party (if any) to the proceedings two clear days before the return thereof and shall state concisely the grounds of appeal.

(4) The Judge may adjourn the hearing of the appeal and may upon the hearing thereof reverse or modify the decision of the Board or make such other order in the matter as he may think just.

(5) On the determination of an appeal the Judge may make such order as to payment of costs as appears to be just, and may fix a sum to be paid by way of costs in lieu of directing a taxation thereof.

Rental in excess of standard rent

7. (1) After the standard rent of a small holding has been determined the rent of the small holding shall be irrecoverable by the landlord from the tenant to the extent that it exceeds the standard rent, and any such excess which is paid by the tenant shall be recoverable by him or persons claiming through him from the person to whom it was paid or his personal representative, and may without prejudice to any other method of recovery be deducted from any rent or money due or subsequently becoming due from the tenant to the person to whom the excess was paid or his personal representative.

(2) Any landlord who knowingly receives any rent in excess of the standard rent determined by the Board under section 5 shall be guilty of an offence against this Act.

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

Restriction on demand of premium

8. (1) A person shall not, as a condition of the grant, renewal or continuance of a tenancy of a small holding situate in any controlled area, require the payment of any fine, premium or other like sum, or the giving of any consideration in addition to the rent, or to the standard rent, as the case may be, and when any such payment or consideration shall be made or given the amount or value thereof shall be recoverable by the person by whom it was made or given or by his personal representative.

(2) Any person after the commencement of this Act requiring any payment or the giving of any consideration in contravention of this section, and any person making any such payment or giving any such consideration, shall be guilty of an offence against this Act, and if a person convicted of requiring any payment or the giving of any consideration as aforesaid has received such payment or consideration, the Court in which the conviction is obtained may order him to repay the amount or value of the same to the person from whom it was received.

False entries in rent books

9. If any person in any rent book or similar document makes any entry showing or purporting to show any tenant as being in arrear in respect of any sum which by virtue of this Act is irrecoverable, or where any such entry has, before the standard rent has been determined, been made by or on behalf of any landlord, if the landlord on being requested by or on behalf of the tenant so to do refuses or neglects to cause the entry to be deleted, that person or landlord shall be guilty of an offence against this Act and shall on summary conviction be liable to a fine of \$96.

Rent Inspectors

10. (1) The Governor may appoint one or more persons to be Rent Inspectors for the purposes of this Act.

(2) It shall be the duty of the Rent Inspector to make enquiries with a view to ascertaining whether the provisions of this Act are being duly complied with, to investigate any cases of suspected non-compliance and in his name to take all proceedings before a Magistrate in respect of offences against this Act.

(3) The landlord and the tenant of a small holding situate in any controlled area shall, on demand by a Rent Inspector, forthwith—

- (a) inform him of the standard rent of the small holding and of the actual rent paid for the small holding;

(b) produce to him any available documentary evidence of the standard rent and of the actual rent paid;

and if a landlord or tenant shall fail so to do without just excuse, he shall be guilty of an offence against this Act.

(4) A Rent Inspector may at all reasonable times enter upon any small holding for the purpose of making any enquiry or investigation authorized by subsection (2).

(5) Any person who shall obstruct a Rent Inspector in the exercise of the powers conferred by this section shall be guilty of an offence against this Act and shall on summary conviction be liable to a fine of \$96.

General penalty

11. Any person guilty of an offence against this Act for which no special penalty is provided by this Act shall be liable on summary conviction to a fine of \$240, or to imprisonment for a period of three months, or to both such fine and imprisonment.

Offence by companies

12. Where a person convicted of an offence against this Act is a company, every director of the company, and every officer of the company concerned in the management thereof shall be guilty of a like offence unless he proves that the act constituting the offence took place without his knowledge or consent.

Operation of Act

13. Nothing in this Act shall bind the Crown or shall prejudice any rights or powers of the Government.
