

LAWS OF FIJI

[Ed. 1978]

CHAPTER 270

AGRICULTURAL LANDLORD AND TENANT

ARRANGEMENT OF SECTIONS

PART 1 – PRELIMINARY

SECTION

1. Short title.
2. Interpretation.
3. Application.

PART II-SECURITY OF TENURE

4. Presumptions with regard to tenancies.
5. Application to declare existence of tenancy.
6. Term of contract of tenancy.
7. Limitation on termination of contracts of tenancy.
8. Contracts and instruments of tenancy.
9. Statutory conditions and covenants.
10. Copy of instrument to be delivered to tenant.
11. Form of rent.
12. Landlord not permitted to market or buy tenant's crops.
13. Extension of contracts of tenancy.
14. Premia or payments for improvements.
15. Contracting out of Act void.

PART III-AGRICULTURAL TRIBUNALS AND COMMITTEE OF VALUERS

16. Agricultural tribunals.
17. Sitting of the tribunal.
18. Powers of tribunal those of magistrates' court.
19. Regulation of proceedings and records.
20. Staff of tribunal.
21. Committee of Valuers.

PART IV-POWERS AND DUTIES OF TRIBUNAL

22. Functions of tribunal.
23. Securing instrument of tenancy.
24. Application to fix or re-assess rent.
25. Holding of investigation following notice.
26. Voluntary evidence on investigation.
27. Compulsory evidence on investigation.
28. Representation before tribunal.
29. Relevant facts proved informally.
30. Inspection of holding by tribunal.
31. Assessment of maximum rent in absence of evidence of landlord.
32. Witnesses' expenses.
33. Maximum rent certificate.
34. Evidential value of certificate.
35. Payment of difference on appeal.

PART V-RIGHTS OF LANDLORDS AND TENANTS

36. Termination by tenant.
37. Termination by landlord.
38. Relief against forfeiture.
39. Service of notices.
40. Compensation for improvements.
41. Dilapidation, deterioration and damage.
42. Tribunal to fix amount of compensation.
43. Compensation for loss of tenancy through misrepresentation.
44. Termination by agreement.
45. Subletting.
46. Assignment.
47. Consent of landlord.

PART VI-APPEALS

48. Appeals from tribunals.
49. Appeals from Committee.

PART VII-MISCELLANEOUS

50. Validity of documents.
51. Penalties or liquidated damages.
52. Recovery of compensation and damages.
53. Evidence as to good husbandry.
54. Boundaries of holdings.
55. Agricultural licences prohibited.
56. Agents of landlords.
57. Offences.

58. Regulations.
59. Effect on other laws.
60. General saving.
61. Limitation of liability in relation to central agricultural tribunal, tribunals and officers.
62. Avoiding conflict.
63. Transitional.
64. Act to bind Crown.

AGRICULTURAL LANDLORD AND TENANT

Ordinances Nos. 23 of 1966, 21 of 1967, 18 of 1968, Legal Notices Nos. 112 of 1970, 118 of 1970, Act No. 35 of 1976, Legal Notice No. 94 of 1979.

AN ACT TO PROVIDE FOR THE RELATIONS BETWEEN LANDLORDS AND TENANTS OF AGRICULTURAL HOLDINGS AND FOR MATTERS CONNECTED THEREWITH.

[29 December 1967]

PART I – PRELIMINARY

Short title

1. This Act may be cited as the Agricultural Landlord and Tenant Act.

Interpretation

2. In this Act, unless the context otherwise requires-

"agricultural district" means that area of Fiji in which a tribunal may exercise its powers and duties under the provisions of this Act;

"agricultural holding" means a parcel of agricultural land to which the provisions of this Act apply;

"agricultural land" means land, together with any buildings thereon, used or proposed to be used predominantly for the growing of crops, dairy farming, fruit farming, forestry, horticulture, bee keeping, poultry keeping or breeding or the breeding, rearing or keeping of livestock;

"central agricultural tribunal" means a tribunal appointed under the provisions of section 48;

"Committee of Valuers" means the Committee of Valuers established by section **21**;

"contract of tenancy" means any contract express or implied or presumed to exist under the provisions of this Act that creates a tenancy in respect of agricultural land or any transaction that creates a right to cultivate or use any agricultural land;

"instrument of tenancy" means the writing evidencing a contract of tenancy;

"landlord" means the Government, the Native Land Trust Board or any person for the time being entitled to receive the rents and profits of any agricultural land, and includes the personal representatives, executors, administrators and assigns of a landlord;

"practice of good husbandry" means, in relation to agricultural land, that standard of husbandry determined pursuant to the provisions of subsection (2) of section **13**;

"proprietary unit", in the case of native land, means the proprietary unit registered under the provisions of the Native Lands Act as being the owner of such land;
(*Cap. 133.*)

"receipt" means any note, memorandum or writing whatsoever whereby any rent is acknowledged or expressed to have been received or deposited or paid, or whereby any debt or demand or any part of any debt or demand for rent is acknowledged to have been settled, satisfied or discharged, or which signifies or imports such acknowledgement, signed by or on behalf of the landlord and describing the land to which the rent relates sufficiently to enable it to be identified;

"tenancy" includes a lease, sub-tenancy, a sub-lease or a tenancy at will;

"tenant" means a person lawfully holding land under a contract of tenancy and includes the personal representatives, executors, administrators, permitted assigns, committee in lunacy or trustee in bankruptcy of a tenant or any other person deriving title from or through a tenant;

"termination", in relation to a tenancy, means the cesser of the contract of tenancy by reason of effluxion of time or from any other cause;

"tribunal" means an agricultural tribunal established under the provisions of section **16**.
(*Amended by Ordinance 18 of 1968, s. 2; Act 35 of 1976, s. 2.*)

Application

3.(1) This Act shall apply to all agricultural land in Fiji except-

(a) agricultural holdings having an area of less than 1 hectare:

Provided that the Minister may, on application by a tribunal or otherwise, by notice in the Gazette, specify agricultural holdings or classes of such holdings of a less area than 1 hectare to which the provisions of this Act shall apply;

(b) tenancies held by members of a registered co-operative society of agricultural land, where the society is the landlord;

(c) all native land situated within a native reserve:

Provided that the Minister, after consultation with the Native Land Trust Board, may prescribe any land set aside and proclaimed as a native reserve under the provisions of the Native Land Trust Act to be subject to the provisions of this Act but, for the purpose of avoiding doubt, it is hereby declared that, notwithstanding the provisions of subsection (2) of section 59, the provisions of sections 16 and 17 of the Native Land Trust Act shall apply to such a prescribed and reserved land. (*Cap. 134.*)

(*Amended by Ordinance 21 of 1967, s. 2; Legal Notice 112 of 1970; 94 of 1979.*)

(2) The provisions of this Act shall prevail notwithstanding the provisions of any contract of tenancy created after 29 December 1967.

PART II-SECURITY OF TENURE

Presumptions with regard to tenancies

4.-(1) Where a person is in occupation of, and is cultivating, an agricultural holding and such occupation and cultivation has continued before or after 29 December 1967 for a period of not less than 3 years and the landlord has taken no steps to evict him, the onus shall be on the landlord to prove that such occupation was without his consent and, if the landlord fails to satisfy such onus of proof, tenancy shall be presumed to exist under the provisions of this Act:

Provided that any such steps taken between the 20 June 1966 and 29 December 1967, shall be no bar to the operation of this subsection.

(2) Where payment in money or in kind to a landlord by a person occupying any of the land of such landlord is proved, such payment shall, in the absence of proof to the contrary, be presumed to be rent.

Application to declare existence of tenancy

5.-(1) A person who maintains that he is a tenant and whose landlord refuses to accept him as such may apply to a tribunal for a declaration that he is a tenant and, if the tribunal makes such a declaration, the tenancy shall be deemed to have commenced when the tenant first occupied the land:

Provided that rent shall only be recoverable where the tribunal is satisfied that it is just and reasonable so to order.

(Substituted by 35 of 1976, s. 3.)

(2) Where an agricultural holding is held by a Fijian according to native custom, he or a person authorised in writing by the Native Land Trust Board may apply to a tribunal for a declaration that a tenancy under the provisions of this Act exist and from a date specified in such declaration, which shall not have retrospective effect, the provisions of this Act shall apply to such holding and such as rent as may be assessed and fixed by the tribunal in respect thereof shall be paid to the Native Land Trust Board.

Term of contract of tenancy

6. Notwithstanding the provisions of any Act or agreement to the contrary but subject to the other provisions of this Act-

(a) any contract of tenancy created after the commencement of this Act but before the commencement of the Agricultural Landlord and Tenant (Amendment) Act, 1976* shall be deemed to be a contract of tenancy for a term of not less than 10 years;

**1st September, 1977.*

(b) any contract of tenancy created after the commencement of the Agricultural Landlord and Tenant (Amendment) Act, 1976* shall be deemed to be a contract of tenancy for a term of not less than 30 years;

**1st September, 1977.*

and the provisions of this Act shall apply to any such contract.

(Substituted by 35 of 1976, s. 4.)

Limitation on termination of contracts of tenancy

7. Except in the manner provided by this Act-

(a) no contract of tenancy of any agricultural land subsisting at the commencement of this Act or thereafter shall be terminated by the landlord or by the tenant of such land within the term fixed by such contract or during an extension granted in accordance with the provisions of this Act; and

(b) no contract of tenancy of any agricultural land created after the commencement of this Act shall be terminated as aforesaid within the minimum term specified in section 6.

(Amended by 35 of 1976, s. 5.)

Contracts and instruments of tenancy

8.-(1) A contract of tenancy shall be evidenced by an instrument in writing called, in this Act, an instrument of tenancy.

(2) The instrument of tenancy shall be in the prescribed form and shall contain the names and addresses of the parties, the rent provided for and the place at which such rent is payable, the amount of premium or payment for improvements provided by the landlord for the purpose of the tenancy, the term of the tenancy, a sufficient description of the land referred to in such instrument and such other conditions as may be agreed or prescribed.

(3) Every instrument of tenancy shall be signed by the parties thereto and-

(a) if registrable under the provisions of the Land Transfer Act, shall be registered in accordance with the provisions of that Act and, notwithstanding the provisions of section **60**, all other provisions of the said Act shall apply to such instrument and all dealings relating thereto; or

(Cap. 131.)

(b) if not registrable under the provisions of the Land Transfer Act, shall, together with all dealings relating thereto, be registered as deeds under the provisions of the Registration Act.

(Cap. 131.) (Cap. 224.)

(4) Where a lease or sub-lease may lawfully be given in respect of agricultural land, a tenant may request his landlord in writing to provide, sign or execute such lease or sub-lease, as the case may be, or to register it in accordance with the provisions of the Land Transfer Act.

(Cap. 131.)

(5) Any landlord who, without reasonable cause, fails to provide, sign, execute or register a lease or sub-lease within a reasonable time of such written request shall be guilty of an offence and shall be liable on conviction to a fine not exceeding one thousand dollars or to imprisonment for a term not exceeding six months or to both such fine and imprisonment.

(6) Without prejudice to the ordinary meaning of the expression "reasonable cause", where any tenant fails within fourteen days of a written request served upon him specifying the reasonable legal costs, survey fees and other charges attendant upon the provision, execution or registration of a lease or sub-lease, to pay such reasonable legal costs, fees or other charges as aforesaid or as maybe determined by a tribunal or be prescribed, such failure shall for the purposes of subsection (5) be deemed to be reasonable cause.

(7) Where any tenant fails within six months from the date of service upon him or from the receipt by him by registered post of a written request to execute and return to the landlord an instrument of tenancy, such tenancy may by notice be declared void by the landlord, but the tenant if in possession shall nevertheless be liable to pay to the landlord an amount equivalent to the rent that would have begun payable up to the date of such notice had such instrument of tenancy been executed.

(Section amended by 21 of 1967, s. 3 and 35 of 1976, s. 6.)

Statutory conditions and covenants

9.-(1) The following conditions and covenants shall be implied in every contract of tenancy of an agricultural holding subsisting at or after the commencement of this Act:-

(a) that the rental payable under the contract shall be paid by the tenant not later than the day or days in each year specified in the contract of tenancy;

(b) that the landlord shall issue to the tenant, at the time the rent is paid, a receipt in writing for the payment of such rent by or on behalf of the tenant;

(c) that the landlord shall not evict or attempt to evict the tenant or give the tenant notice to quit or otherwise terminate or attempt to terminate the contract except as permitted and authorised by the provisions of this Act;

(d) that the tenant shall not terminate or attempt to terminate the tenancy except as permitted and authorised by the provisions of this Act;

(e) on the part of the tenant-

(i) to pay the rent at the times and in the manner agreed between the parties;

(ii) not to part with the possession of, mortgage, assign, sublet or otherwise alienate the holding or any part thereof without the consent in writing of the landlord previously obtained, which consent shall not be unreasonably withheld, and then, only in accordance with the provisions of this Act;

(iii) to permit the landlord or any person authorised by him in writing at all reasonable times to enter upon the holding other than a dwelling house to examine the state and condition thereof and for all other reasonable purposes connected with the proper use and cultivation of the holding by the tenant;

(iv) to farm, cultivate, manure and manage the entire holding in a good and husbandlike manner according to the practice of good husbandry and also to keep the holding in good heart and condition and not to allow any part to become impoverished, injured or deteriorated by neglect or improper cultivation, and to keep the same clean and free from weeds;

(v) to yield up, at the expiration of the tenancy, the entire holding in such a state of cultivation and management as shall be in compliance with the tenant's obligations under the contract of tenancy:

(f) on the part of the landlord-

(i) the landlord shall permit the tenant on his paying the rent reserved and performing and observing the terms and conditions implied in the contract of tenancy peaceably and quietly to hold and enjoy the holding during the term of the

tenancy without any interruption by the landlord or any person lawfully claiming from, under or in trust for, the landlord;

(ii) that on termination of the tenancy the tenant, if he has paid all the rent and observed and performed all the conditions of the tenancy, shall be entitled, at the option of the landlord, during the next twelve months to cultivate and to reap any standing crops or receive compensation in lieu;

(g) on the part of both-

(i) in relation to contracts of tenancy made after the commencement of this Act, that the rent shall be liable to re-assessment at the expiry of the fifth year of the term of the tenancy and thereafter at the expiry of each successive period of five years, on either party to the agreement serving notice on the other party at least three months prior to the expiry of the five-yearly period that he requires the rent to be re-assessed;

(ii) in relation to contracts of tenancy subsisting at the commencement of this Act, that the rent shall be liable to reassessment at any time on either party serving not less than three months' notice in writing on the other party that he requires the rent to be re-assessed, and thereafter, after each successive period of five years, on either party serving a notice in writing on the other party at least three months prior to the expiry of each such five-yearly period, that he requires the rent to be re-assessed.

(2) Every contract of tenancy shall be deemed to contain the following clause:-

"This contract is subject to the provisions of the Agricultural Landlord and Tenant Act, and may only be determined, whether during its currency or at the end of its term, in accordance with such provisions. All disputes and differences whatsoever arising out of this contract, for the decision of which that Act makes provision, shall be decided in accordance with such provisions."

(Section amended by 21 of 1967, s. 4 and 35 of 1976, s. 7.)

Copy of instrument to be delivered to tenant

10. Forthwith upon the execution and registration of an instrument of tenancy, the landlord shall deliver a registered copy of such instrument to the tenant.

Form of rent

11.-(1) Subject to the provisions of subsection (2), the rent in respect of an agricultural holding shall not be or include a part of the crop derived from the holding, or any equivalent of rent given in kind or in labour to the landlord in return for the use and occupation of the holding; and it shall be unlawful to receive rent in kind, in labour or in any other form except in legal currency.

(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 ten years whereby provision is made for the landlord to receive, in accordance with the conditions prescribed under subsection (3), not more than the prescribed percentage of any crop grown upon the land to which such contract relates.

(3) The Minister may, by order, exempt any tenancy or class of tenancy from the provisions of this section and may prescribe any condition, percentage or crop referred to in subsection (2).

Landlord not permitted to market or buy tenant's crops

12. Unless such a provision is specifically included in a separate written contract, no landlord shall be permitted to market nor to buy the crops of this tenant except for his household or domestic use. Any such separate contract shall clearly specify the consideration thereof.

Extension of contract of tenancy

13.-(1) Subject to the provisions of this Act relating to the termination of a contract of tenancy, a tenant holding under a contract of tenancy created before or extended pursuant to the provisions of this Act in force before the commencement of the Agricultural Landlord and Tenant (Amendment) Act, 1976,* shall be entitled to be granted a single extension (or a further extension, as the case may be) of his contract of tenancy for a period of twenty years, unless-
* 1st September 1977

(a) during the term of such contract the tenant has failed to cultivate the land in a manner consistent with the practice of good husbandry; or

(b) the contract of tenancy was created before the commencement of this Act and has at the commencement of the Agricultural Landlord and Tenant (Amendment) Act, 1976* an unexpired term of more than thirty years:

Provided that, notwithstanding the provisions of section 14, a premium equivalent to one year's rent shall be payable in full in advance on the first day of the first year and of the eleventh year of such extension.

(Substituted by 35 of 1976, s. 8.)

* 1st September 1977

(2) For the purposes of this Act, the expression "practice of good husbandry" means having regard to the character and location of an agricultural holding-

(a) the maintenance in good order of such terraces, drains, barriers, bunds and hedges and the carrying out of such measures of contour cultivation and cropping as the Permanent Secretary for Agriculture or his nominee shall consider to be the minimum standard necessary for the protection and conservation of the soil;

(b) the cultivation of the land in a husbandlike manner and the maintenance of the fertility of the agricultural holding to the minimum standard considered necessary by the Permanent Secretary for Agriculture or his nominee;

(c) the avoidance of any practice commonly known to have an effect harmful to the soil or which may lead to a reduction in the fertility of the agricultural holding;

(d) the control of pests, diseases and noxious weeds to the minimum standard considered necessary by the Permanent Secretary for Agriculture or his nominee;

(e) the maintenance and clearing of ditches, and of drains other than those specified in paragraph (a);

(f) the maintenance and repair of buildings, fences, walls, gates, windbreaks and hedges other than those specified in paragraph (a);

(g) such other practices as may be prescribed:

Provided that the foregoing definition shall not imply an obligation on the part of the tenant to carry out work described in paragraphs (e) and (f) unless such work is required to be done by him under the provisions of his contract of tenancy.

(3) Where the landlord has notice of a mortgage or charge affecting an agricultural holding, he shall serve upon the mortgagee or the chargee, as the case may be, a copy of any notice served upon the tenant in accordance with the provisions of this section.
(Substituted by 18 of 1968, s. 3.)

Premia or payments for improvements

14.-(1) No premium shall be payable by a tenant upon any extension of his tenancy except in a case where, during the course of the original tenancy or any extension thereof, the landlord has, at his own expense and with the consent of the tenant made improvements to the land:

Provided that this subsection shall not apply to any contract of tenancy subsisting before the 29th December, 1967, which was still subsisting on the 9th August, 1973.

(2) Each instrument of tenancy shall state clearly and correctly, in addition to the amount of the rent payable in respect of the agricultural holding, the sum, if any, payable in respect of premium upon the letting or, in the case of any extension thereof, the amount payable in respect of improvements made to the land by the landlord with the consent of the tenant during the term of the expired or expiring tenancy.

(3) No sum of money greater than such as is payable under the provisions of the instrument of tenancy or of any of the foregoing provisions of this section in respect of premium or payment for improvements shall be recoverable by the landlord by process of law.

(4) Any landlord who demands or receives any sum in respect of rent or premium or any payment for improvements in excess of the sums respectively specified in the instrument of tenancy, or payable under any of the foregoing provisions of this section, shall be guilty of an offence and shall be liable on conviction to a fine not exceeding two hundred dollars or the aggregate amount of the excess rent or premium received, whichever shall be the greater sum, or to imprisonment for a term not exceeding six months or to both such fine and imprisonment.
(Section amended by 35 of 1976, s. 9.)

Contracting out of Act void

15. A provision in any contract of tenancy whereby the tenant purports to contract himself out of the provisions of this Act or the effect of which would be to contract the tenant out of any of such provisions shall be against public policy and void.

PART III-AGRICULTURAL TRIBUNALS AND COMMITTEE VALUERS

Agricultural tribunals

16.-(1) The Minister may, by notification in the Gazette, and in accordance with the provisions of this Act, establish as many agricultural tribunals as he thinks fit.

(2) When establishing a tribunal, the Minister shall define, in respect of such tribunal, the agricultural district of the tribunal.

(3) A tribunal shall consist of one person appointed by the Public Service Commission and such tribunal shall be remunerated as may be approved by Parliament.
(Substituted by Order, 7th October, 1970.)

(4) The Minister may, with the prior agreement of the Chief Justice, appoint in writing any resident magistrate to be a deputy tribunal and subject to any conditions or limitations as may be specified in such appointment, a deputy tribunal shall have all the powers and duties of a tribunal and any provision of this Act applicable to or governing a tribunal shall equally be applicable to and govern a deputy tribunal.
(Inserted by 21 of 1967, s. 6.)

Sitting of the tribunal

17. A tribunal shall sit in public so often as may be required, at such time and place as the tribunal may determine.

Powers of tribunal those of magistrates' court

18.-(1) A tribunal shall have power-

(a) to exercise all the powers of a magistrates' court in its summary jurisdiction of summoning and enforcing the attendance of witnesses, examining witnesses on oath, and enforcing the payment of costs and the production of documents;

(b) to admit evidence whether written or oral, and whether or not such evidence would be admissible in civil or criminal proceedings;

(c) to award costs;

(d) to extend any period of time, whether in relation to a notice or otherwise, specified in this Act.

(2) Where a tribunal considers that any landlord or tenant is in breach of this Act or of any law, the tribunal may declare the tenancy or a purported tenancy granted by such landlord or to such tenant as aforesaid, null and void and may order such amount of compensation (not being compensation payable under the provisions of Part V) paid, as it shall think fit, by the landlord or by the tenant, as the case may be, and may order all or part of the agricultural land the subject of an unlawful tenancy to be assigned to any tenant or may make any determination or order that a tribunal may make under the provisions of this Act.

(3) Any application to a tribunal for a declaration, for compensation or for the ordering of the making of an assignment or other order or determination under subsection (2) may be made notwithstanding the provisions of subsection (3) of section 59 but nothing contained herein shall be deemed to permit the ordering or making of an assignment in breach of the provisions of the Subdivision of Land Act or which would otherwise be unlawful.

(Cap. 140.)

(Section amended by 21 of 1967, s. 7.)

Regulation of proceedings and records

19.-(1) Subject to the provisions of this Act, a tribunal may regulate its own proceedings.

(2) Each tribunal shall cause to be kept a record of each proceeding before it, of the evidence taken thereat and of the decision reached.

Staff of tribunal

20.-(1) The Public Service Commission may appoint a secretary and such other officers and employees of the tribunal as the tribunal may consider necessary for the proper carrying out of its functions under the provisions of this Act.

(Substituted by Order, 7th October, 1970.)

(2) Each person being a tribunal, and each of the secretaries and other officers and employees appointed under the provisions of subsection (1), shall be deemed to be a person employed in the public service within the meaning of the Penal Code.

(Cap. 17.)

Committee of Valuers

21.-(1) There is hereby established the Committee of Valuers which shall consist of four persons to be appointed by the Minister responsible for land matters-

(a) one of whom shall be a person who in the opinion of the Minister has appropriate knowledge, experience or qualifications in agriculture matters, who shall be the chairman;

(b) one of whom shall be a valuer who is a public officer;

(c) one of whom shall be a valuer in the employ of the Native Land Trust Board; and

(d) one of whom shall be a valuer engaged in private practice,

who shall hold office for such term as he shall determine.

(2) The function of the Committee shall be to determine and, by order published in the Gazette, declare the unimproved capital values of the different classes of agricultural land the subject of an agricultural holding, the first such order to be published within one month of the commencement of the Agricultural Landlord and Tenant (Amendment) Act, 1976* and subsequent orders to be published every five years thereafter:

Provided that the Committee may differentiate in any such order between different types or classes of land and in respect of land situated in different parts of Fiji.

(Section inserted by 35 of 1976, s. 11.)

**1st September 1977*

PART IV - POWERS AND DUTIES OF TRIBUNAL

Functions of tribunal

22.-(1) In respect of its agricultural district, a tribunal may, upon the application of a landlord or a tenant of an agricultural holding-

(a) subject to the provisions of subsection (2), assess, fix and certify the maximum rent to be paid in respect of such holding and specify the date from which such assessment is to have effect;

(b) determine whether compensation is payable and, if so, the amount thereof in relation to the holding in any case where the tribunal has a power or duty to determine compensation under the provision of this Act;

(c) grant leave to the landlord to resettle the tenant on other suitable land;

(d) re-parcel and re-allocate agricultural land specified in the application, as between landlord and tenant and, for the purposes of this paragraph, the expression "landlord" shall include, in the case of native land, a member or members of the proprietary unit or in the case of any other agricultural land, any of the owners thereof;

(Amendment by 18 of 1968, s. 4.)

(e) grant leave to the landlord to reduce the size of the holding;

(f) authorise and direct the recovery of the holding at any time if it is satisfied that, after having received reasonable notice, the tenant has failed to cultivate it in a manner consistent with the practice of good husbandry;

(Amended by 35 of 1976, s. 12.)

(g) grant relief against eviction, re-entry or forfeiture in respect of any holding whether created or in existence before or after the commencement of this Act;

(h) authorise and direct the transfer or subletting of the holding;

(i) in the case of any dispute, specify the area and boundaries of any agricultural holding:

Provided that no appeal shall lie in relation to such decision which shall be final and conclusive for the purposes of this Act;

(j) decide any dispute between a landlord and tenant of agricultural land relating to such land and to the provisions of this Act, and to exercise any power or duty, including the power to specify the period of time a decision shall be in force, necessary for the implementation of any power, duty or function conferred by or imposed under the provisions of this subsection or of this Act:

Provided that the tribunal shall not adjudicate upon the length of the term contained in any contract of tenancy or extension there;

(k) exercise any other power or duty conferred or imposed by or under the provisions of this Act.

* (2) Save where the landlord is the owner of the improvements, or where the agricultural holding is to be let by tender, the tribunal, in assessing, fixing and certifying the maximum rent for an agricultural holding, shall allow the landlord a return of not more than six per cent per annum on the unimproved capital value of the land the subject of the holding:

Providing that any premium paid by the tenant to the landlord (other than a premium paid under the proviso to subsection (1) of section 13) shall be taken into consideration when assessing, fixing and certifying such maximum rent.

** Inserted by 35 of 1976, s. 12*

* (3) For the purposes of subsection (2), "unimproved capital value" means the capital sum which the land the subject of the agricultural holding, if it were held for an estate in fee simple unencumbered by any mortgage or charge thereon, might be expected to realise at the time the maximum rent was assessed, fixed and, certified if offered for sale with vacant possession on such reasonable terms and conditions as a bona fide seller might be expected to require and assuming that any improvements thereon or appertaining thereto made by the tenant or acquired by the tenant had not been made:

Provided that such capital sum shall only take into account the purpose for which the land is leased and not the actual use of the land or any purpose for which the land could be used.

For the purposes of this subsection, "improvements" includes buildings of all descriptions, fencing, furrows, planting trees or live hedges, walls, wells, draining land or reclamation of swamps, road-making, bridges, tramways, laying out and cultivating gardens and nurseries, water works, sheep or cattle dips, excavation and levelling, embankments or protective works of any kind, fixed machinery, irrigation works, water-tanks, planting of long-lived crops, and clearing of land for agricultural purposes.

* *Inserted by 35 of 1976, s.12.*

(4) Any award, order or certificate made or issued by the tribunal under the provisions of this Act shall be served upon the landlord and the tenant and upon any other person a party to the proceedings.

Securing instrument of tenancy

23.-(1) Where-

(a) in respect of any contract of tenancy, an instrument of tenancy has not been executed by the parties or such instrument does not contain the statutory requirements required by section 8 to be included therein, either the landlord or the tenant; or

(b) in any case coming within the provisions of section 5, the tenant,

if he has first requested the other party to the tenancy to have the contract evidenced by an instrument of tenancy or by an instrument in the prescribed form, as the case may be, and no such contract has been executed, may refer such matter to the tribunal of the agricultural district in which the holding is situated.

(2) On a reference being made to it under the provisions of paragraph (a) of subsection (1), the tribunal shall in its award-

(a) specify the existing terms of the contract of tenancy between the landlord and the tenant with any variation thereto agreed upon by the landlord and the tenant; and

(b) in so far as the existing terms make no provision similar to those specified in section 9 or provisions less favourable to the tenant or contain provisions inconsistent with

those of such section, make provision for the inclusion in the instrument of tenancy of all the statutory conditions required by the provisions of this Act to be included in such instrument.

(3) On a reference being made to it under the provisions of section 5, the tribunal shall, if it is satisfied that it is just and reasonable so to do, declare that an agricultural tenancy under the provisions of this Act exists, and direct that an instrument of tenancy be entered into by the landlord and the tenant in a form pursuant to the provisions of this Act.

Application to fix or re-assess rent

24.-(1) An application may be made to the tribunal of the agricultural district in which the agricultural holding is situated by-

(a) the tenant of such holding to have the maximum rent of such holding assessed, fixed and certified; or

(b) either party to a contract of tenancy to have the rent of such holding assessed, fixed and certified in the event of such parties being unable to agree to a re-assessment of rent under the provisions of paragraph (g) of subsection (1) of section 9.

(2) The tribunal shall cause notice of the date, time and place fixed by the tribunal for investigating the application made under the provisions of subsection (1) to be given to the landlord or the agent of such landlord and the tenant concerned in such application.

(3) For the purpose of avoiding doubt it is hereby declared that the tribunal shall not re-assess any rent except in accordance with the implied conditions of a contract of tenancy and any such re-assessment shall not cause any rent to be paid in excess of the maximum rent which can be fixed under this Act.

Holding of investigation following notice

25.-(1) When, on the day and at the time fixed for the investigation, the landlord and the tenant appear, the tribunal shall proceed with the investigation; and for that purpose may direct such adjournments and postponements from time to time as it thinks proper.

(2) Where notice under the provisions of section 24 has been received by the landlord and the tenant, if the landlord or the tenant fails to appear on the date and at the time fixed for the investigation, the tribunal may proceed with the investigation or may postpone it to such date as it thinks fit.

(3) Where notice under the provisions of section 24 has been received by the tenant, the tribunal may, notwithstanding that the landlord has received no such notice, proceed with the investigation-

(a) if delivery of the notice was refused by the landlord;

(b) if the address in Fiji of the landlord and the agent, if any, of the landlord are not known to the tenant and cannot be ascertained by the tribunal; or

(c) if the landlord resides elsewhere than in Fiji.

Voluntary evidence on investigation

26.-(1) On an investigation by a tribunal, the landlord or his agent may give evidence, produce documents and call witnesses and the tenant thereof may cross-examine the landlord or his agent and any witnesses called on behalf of the landlord.

(2) On an investigation by a tribunal, the tenant may give evidence, produce documents and call witnesses and any other person may give evidence for the purpose of ascertaining all the relevant facts; and the landlord or his agent and any tenant may cross-examine any witness called on behalf of the tenant; and the landlord or his agent and any tenant may cross-examine any other person giving evidence on the investigation.

Compulsory evidence on investigation

27. A tribunal may require the landlord, or his agent, the tenant or any other person to give evidence for the purpose of ascertaining all the relevant facts; and the landlord or his agent and the tenant may cross-examine any such witness.

Representation before tribunal

28.-(1) The landlord, the tenant or any other interested party may be represented before a tribunal by a barrister and solicitor.

(2) The landlord may be represented before a tribunal by his agent.

Relevant facts proved informally

29.-(1) Upon the investigation of an application under the provisions of this Act the tribunal may, subject to the provisions of section **30**, take into consideration any relevant facts that the tribunal finds to be proved by the investigation, notwithstanding the absence of formal proof of those facts.

(2) Before any facts referred to in subsection (1) are taken into consideration by the tribunal-

(a) the party or parties present before the tribunal shall be informed of the substance of such facts;

(b) the tribunal shall make or cause to be made a note of those facts; and

(c) the party or parties present before the tribunal shall be given an opportunity, if he or they so desire, of adducing evidence in regard to those facts.

Inspection of holding by tribunal

30.-(1) Where an application is made to the tribunal under the provisions of this Act the tribunal may, for the purpose of inspecting the agricultural holding concerned in the application, require the tenant to permit the tribunal to enter upon the agricultural holding; and, where necessary, the tribunal may require the landlord to grant access to the holding.

(2) Where an inspection is to be made without requiring the landlord to grant access to the holding, the tribunal shall give reasonable notice to the landlord of its intention to inspect such holding.

(3) Where a tribunal inspects a holding under the authority of this section, the tribunal shall record or cause to be recorded the results of its inspection.

Assessment of maximum rent in absence of evidence of landlord

31. Without prejudice to the power of a tribunal to assess, fix and certify a maximum rent following an investigation, a tribunal may assess, fix and certify a maximum rent for a holding where-

(a) the landlord or his agent fails without reasonable cause to attend before the tribunal on the date and at the time and place fixed in the notice given under the provisions of subsection (2) of section 24, or on any date to which the holding of the investigation was adjourned or postponed, if the notice was received by the landlord or his agent;

(b) the landlord or his agent declines to give evidence, or declines to give evidence on any point that in the opinion of the tribunal is relevant to its investigation;

(c) the landlord or his agent is for any reason unable to prove any facts required to be proved for the purpose of ascertaining or fixing the maximum rent; or

(d) the investigation was held under the provisions of subsection (3) section 25.

Witnesses expenses

32. The tribunal investigating an application under the provisions of this Act may direct that out of pocket expenses of any witness shall be paid by such party as it thinks proper:

Provided that no direction for the payment of out of pocket expenses of a witness called by the tenant shall be given against the landlord where the maximum rent fixed by the tribunal on the application of the tenant is the same as or greater than the rent actually paid by the tenant to the landlord before the application was made.

Maximum rent certificate

33. Where a tribunal has ascertained, assessed and fixed the maximum rent for an agricultural holding, it shall-

- (a) cause to be recorded, filed and preserved the reasons for the tribunal's decision;
 - (b) cause a certificate of the maximum rent to be completed in the form prescribed;
 - (c) issue the certificate by causing a signed copy thereof to be served upon the landlord and to each tenant who was a party to the application.
- (Amended by 21 of 1967, s. 8.)

Evidential value of certificate

34. A certificate of maximum rent issued pursuant to the provisions of section **33** shall be admitted in evidence in all courts of law and before any tribunal as conclusive proof-

- (a) as between the landlord and the tenant who were parties to the investigation by which the maximum rent was assessed; and
- (b) for and against the tenant who was a party to the investigation by which the maximum rent was assessed, notwithstanding any change of landlord,

that the maximum rent of the agricultural holding described in the certificate is as stated therein, and in all other cases shall be admitted in evidence in all courts of law and before any tribunal as prima facie proof thereof.

Payment of difference on appeal

35. Payment of the maximum rent stated in a certificate of maximum rent issued pursuant to the provisions of section **34** may be enforced notwithstanding any appeal under the provisions of Part VI but, where on any, such appeal it is adjudged that the maximum rent stated in the certificate is more or less than the maximum rent that ought to have been so stated, the tenant or the landlord, as the case may be, shall pay the difference to the landlord or tenant, as the case may be, and the difference so required to be paid may be recovered by the party entitled thereto as a debt due to that party.

PART V-RIGHTS OF LANDLORDS AND TENANTS

Termination by tenant

36. A tenant may terminate his contract of tenancy-

- (a) by giving to the landlord not less than six months' notice in writing; or

(b) without notice where the landlord commits a breach of any term or condition of the tenancy, or permits any rates or taxes, for the payment of which the landlord is, as between landlord and tenant liable, to fall into arrear or where the landlord is guilty of any unreasonable conduct which causes the tenant to leave the holding.

Termination by landlord

37.-(1) A landlord may terminate his contract of tenancy and may recover possession of an agricultural holding-

(a) without notice where the tenant deserts such holding and leaves it uncultivated and unoccupied for a period of not less than twelve months and owes rent for a period of twelve months or more;

(b) by one months' written notice to quit-

(i) where the tenant sublets, assigns or subdivides such holding without having previously obtained the consent in writing of the landlord which consent shall not be unreasonably withheld; or

(ii) where the tenant commits a breach of any term or condition of the tenancy which is not capable of being remedied and the interests of the landlord are materially prejudiced thereby;

(c) by three months' written notice to quit-

(i) where the tenant is not cultivating or operating such holding according to the practice of good husbandry and the interests of the landlord are materially prejudiced thereby; or

(ii) if any part of the rent in respect of the holding is in arrear for a period of three months or more or if any lawful term or condition of the tenancy which is capable of being remedied is not performed or observed by the tenant:

Provided that, if the tenant pays the rent in arrear or, in the case of breach or non-observance of any lawful term or condition of the tenancy, the tenant makes good such breach or non-observance within three months of the notice to quit, the notice to quit shall be deemed to be cancelled and of no force and effect.

(Amended by 35 of 1976; s. 13.)

(2) (a) The tenant may, at any time before the expiry of a notice lawfully given and served upon him under the provisions of paragraphs (b) and (c) of subsection (1) and of section **39**, apply to the tribunal for relief against forfeiture and pending the award of the tribunal, such tenant shall not be evicted.

(b) The tribunal shall consider and decide upon any application made to it under the provisions of this section within the period of 12 months specified in sub-paragraph (ii) of paragraph (f) of subsection (1) of section 9.

(3) Where the landlord has notice of a mortgage or charge affecting the land the subject of the tenancy the landlord shall serve upon the mortgage or chargee, as the case may be, a copy of any notice served upon the tenant in accordance with the provisions of subsection (1).

(Inserted by 18 of 1968, s. 5.)

(4) For the purposes of sub-paragraph (i) of paragraph (b) of subsection (1) the expression "subdivide" has the same meaning as in the Subdivision of Land Act.

(Cap. 140)

(5) All applications for relief against forfeiture which may be made under the provisions of any Act shall be made to the tribunal, and for this purpose, the tribunal shall possess all the powers and jurisdiction of the court to which such application may be made under the provisions of such Act.

(Amended by 35 of 1976, s. 13.)

(6) For the purpose of avoiding doubt, it is hereby declared that on the termination of a contract of tenancy any tenancy made or granted by the tenant prior to such termination shall be deemed to terminate at the same time.

(Inserted by 35 of 1976, s. 13.)

Relief against forfeiture

38.-(1) A right of re-entry or forfeiture under any proviso or stipulation in a contract of tenancy for a breach of any covenant or condition, express or implied, in such contract of tenancy shall not be enforceable, unless and until the landlord serves on the tenant notice-

(a) specifying the particular breach complained of; and

(b) if the breach is capable of remedy, requiring the tenant to remedy the breach; and

(c) in any case, requiring the tenant to make compensation in money for the breach, and if the tenant fails, within a reasonable time thereafter to remedy the breach, if it is capable of remedy, and to make reasonable compensation in money, to the satisfaction of the landlord for the breach.

(2) In case of relief, the tribunal may grant it on such terms, if any, as to costs or expenses as the tribunal in the circumstances of each case thinks fit.

Service of notices

39. Any notice or other document required or authorised to be served under the provisions of this Act may be served either-

(a) by sending it by registered post to the usual or last known place of abode of the person on whom it is to be served; or

(Inserted by 21 of 1967, s. 10.)

(b) by delivering it to the person on whom it is to be served; or

(c) by leaving it at the usual or last known place of abode of that person; or

(d) in the case of an incorporated company or body, by delivering it to the secretary or clerk of the company or body at their registered or principal office or sending it in a prepaid letter addressed to the secretary or clerk of the company or body at that office; or

(e) by affixing it, or a copy of it, to some conspicuous part of the premises.

Compensation for improvements

40.-(1) Where the tenant of an agricultural holding has, after the commencement of this Act, made or caused or permitted to be made, thereon any of the improvements specified in the Schedule, he shall, subject as is in this Act mentioned, 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 the tenant shall not be entitled to obtain compensation unless the consent or notice required to be obtained or given as specified in the Schedule has been so obtained or given and unless the tenant has, where requested by the landlord, served upon the landlord, within one month of the completion of the improvement, notice informing him of such completion.

(2) Where a tenant claims that his landlord has unreasonably withheld consent to an improvement in a case where, under the provisions of the Schedule, such consent is required, such tenant may make application in writing to the tribunal for an order consenting to such improvement.

(3) If the tribunal considers that the consent of the landlord has been unreasonably withheld, the tribunal shall make an order giving its consent thereto and such order shall take effect as if it were the consent of the landlord.

(4) In ascertaining the amount of the compensation payable to a tenant under provisions of this section, any sum due to the landlord in respect of-

(a) rent;

(b) dilapidation, deterioration or damage committed or permitted by the tenant to any part of the holding or to anything in or on the holding caused by non-fulfilment by the tenant of his responsibility to farm in accordance with the practice of good husbandry;

(c) any breach of any of the other terms and conditions of the tenancy,

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

(e) any unpaid advances made to the tenant by the landlord; and

(f) any exhausted value of the improvement,

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.

Dilapidation, deterioration and damage

41.-(1) Where no compensation is payable by the landlord under the provisions of this Act, and dilapidation, deterioration or damage has occurred or been caused to the agricultural holding as a result of the acts or omissions of the tenant, compensation shall be payable by the tenant to the landlord in respect thereof:

Provided that no compensation shall be payable except where the tenancy is determinable without notice or unless the landlord has given written notice to the tenant not later than one month before the termination of the tenancy that he intends to claim compensation.

(2) The amount of compensation payable for dilapidation, deterioration or damage under the provisions of subsection (1) shall be the cost, as at the date of the tenant quitting the holding, of making good such dilapidation, deterioration or damage.

Tribunal to fix amount of compensation

42. Where the parties are unable to agree as to whether compensation is payable under the provisions of sections **40** or **41** or as to the amount of such compensation, the landlord or the tenant may apply to the tribunal of the agricultural district in which the agricultural holding is situated to decide whether such compensation is payable and, if payable, the amount thereof.

Compensation for loss of tenancy through misrepresentation

43. Where it is made to appear to a tribunal that an order made by it for the possession of an agricultural holding or for the ejection of a tenant therefrom was obtained by misrepresentation or by the concealment of material facts, the tribunal may order the landlord to pay to the person put out of possession such sum as appears to the tribunal sufficient compensation for the damage or loss sustained by that person as a result of the order.

Termination by agreement

44. Nothing in this Act shall prevent or shall be deemed to prevent a landlord and tenant of an agricultural holding from terminating a contract of tenancy by agreement.

Subletting

45.-(1) Subject to the provisions of subsection(2), the sub-letting of the whole or part of an agricultural holding after the commencement of this Act is prohibited.

(Substituted by 31 of 1967, s. 11.)

(2) Notwithstanding the provisions of sub-section (1), the tribunal may, upon application being made to it by a tenant, permit the subletting of the whole or any part of an agricultural holding in a case where the tenant is, by reason of the state of his health or any other special circumstance, unable to carry out his obligations under the provisions of his contract of tenancy. Any such permission shall be subject to the prior written consent of the landlord, which shall not be unreasonably withheld, and shall remain in force until such time as the tenant is able to carry out his obligations under the provisions of his contract of tenancy.

Assignment

46. A tenant of an agricultural holding may, with the consent of his landlord, which shall not be unreasonably withheld, assign his contract of tenancy.

Consent of landlord

47.-(1) Where a tenant claims that his landlord has unreasonably withheld consent to the subletting of his holding or the assigning of his contract of tenancy, such tenant may make application in writing to the tribunal for an order consenting to the subletting or assignment, as the case may be.

(2) If the tribunal considers that the consent of the landlord has been unreasonably withheld the tribunal shall give its consent thereto and such order shall take effect as if it were the consent of the landlord.

PART VI-APPEALS

Appeals from tribunals

48.-(1) Where a landlord or a tenant is aggrieved by an award, order or certificate of a tribunal made or issued under the provisions of this Act the landlord or tenant may appeal against such award, order or certificate to a central agricultural tribunal comprised of a person, appointed by the Judicial and Legal Services Commission who-

(a) is qualified to practise as an advocate in a court having unlimited jurisdiction in civil and criminal matters in some part of the Commonwealth or in the Republic of Ireland; and

(b) has been qualified for not less than seven years to practise as a barrister, advocate, solicitor or law agent in any one or more of such courts,

and who shall not practise as a barrister and solicitor in Fiji during the term of such appointment. (Amended by Order 7th October, 1970.)

(2) Within twenty-one days after the slaking of any final award, order or certificate, the appellant shall-

(a) pay such fee as may be prescribed to the secretary of the tribunal;

(b) lodge with the tribunal written notice of the appeal, with a receipt for the fee paid under the provisions of paragraph(a);

(c) serve a copy of the written notice of appeal upon the opposite party.

(3) Upon receipt of the notice of appeal in accordance with the provisions of subsection (2), the tribunal shall transmit to the central agricultural tribunal-

(a) one copy of the evidence recorded by the tribunal under the provisions of this Act;

(b) one copy of the reasons for the decision of the tribunal;

(c) two copies of the award, order or certificate issued by the tribunal;

(d) the original notice of appeal,

all of which documents shall be authenticated by the tribunal.

(4) The central agricultural tribunal hearing the appeal may order evidence to be adduced before it on a day to be fixed for that purpose and may-

(a) refer the matter back to the tribunal to make a fresh investigation subject to such direction of law, if any, as the central tribunal may think fit;

(b) affirm, vary or reverse the award, order or decision of the tribunal, or where a certificate of maximum rent has been issued, affirm, decrease or increase such maximum rent;

(c) summarily dismiss any appeal which, in the opinion of the central agricultural tribunal, is without merit or is otherwise scandalous, frivolous or vexatious.

(5) For the purposes of hearing and determining any appeal the central agricultural tribunal shall have all the powers of a tribunal under the provisions of this Act and for the purpose of avoiding doubt it is hereby declared that any order or determination of the central agricultural tribunal may have retrospective effect.

(Section amended by 21 of 1967, s. 12.)

Appeals from Committee

49.-(1) Any person aggrieved by an order of the Committee made under subsection (2) of section **21** may appeal to the central agricultural tribunal within three months of the date of publication of the order.

(2) The central agricultural tribunal shall hear and determine the appeal as soon as practicable, and at the hearing may order evidence to be adduced before it and may-

(a) refer the matter back to the Committee to make a fresh determination subject to such direction of law, if any, as the central agricultural tribunal may think fit;

(b) affirm or vary the order of the Committee:

Provided that in the case of a variation the central agricultural tribunal shall cause notice thereof to be published in the Gazette as soon as practicable;

(c) summarily dismiss any appeal which, in the opinion of the central agricultural tribunal, is without merit or is otherwise scandalous, frivolous or vexatious.

(3) For the purposes of hearing and determining any appeal under this section, the central agricultural tribunal shall have all the powers of a tribunal under this Act.

(4) During the hearing and termination of an appeal or of any part thereof under this section, the central agricultural tribunal may, at its discretion, sit with two assessors with appropriate knowledge, experience or qualifications in agriculture or valuation matters. Such assessors shall be chosen and appointed conjointly by the Minister responsible for land matters and by the central agricultural tribunal, and shall advise the central agricultural tribunal on any matter arising during such appeal which it may require.

(Inserted by 35 of 1976, s. 15.)

PART VII-MISCELLANEOUS

Validity of documents

50. Without affecting in any way proceedings that may be taken under the provisions of any Act relating to the imposition of stamp duties on the execution of documents, it shall be no objection to any contract of tenancy, subletting, assignment of a contract of tenancy or any authorisation made under the provisions of this Act in respect of an agricultural holding that the contract, sublease, assignment or authorisation is not stamped or is insufficiently stamped, or, in the case

of a contract, other than one requiring to be evidenced by an instrument of tenancy, that the contract or some memorandum or notice thereof is not in writing and signed by the party to be charged.

Penalties or liquidated damages

51. Notwithstanding any provision in a contract of tenancy of an agricultural holding making either the landlord or the tenant liable to pay any liquidated damages or any penalty in the event of any breach or non-fulfilment of any of the terms or conditions of such contract, neither party to such contract shall be entitled to recover any sum in consequence of such breach or non-fulfilment in excess of the damage actually suffered by him in consequence of the breach or non-fulfilment of any of such terms and conditions.

Recovery of compensation and damages

52.-(1) Any amount awarded or fixed by a central agricultural tribunal or a tribunal to be paid as compensation or damages or costs pursuant to the provisions of this Act may be recovered in any court of competent jurisdiction as a debt due and payable.

(2) A certificate issued and signed by any such tribunal stating the amount of compensation or damages or costs awarded or fixed by such tribunal under the provisions of this Act shall be admissible in evidence in any court as conclusive proof of the amount of compensation or damages or costs so payable.

Evidence as to good husbandry

53. A certificate of the Permanent Secretary for Agriculture or his nominee to the effect that the rules of good husbandry have or have not been observed shall constitute prima facie evidence of the fact before any tribunal.

(Inserted by 18 of 1968, s. 7.)

Boundaries of holdings

54.-(1) Each landlord of an agricultural holding shall clearly mark on the land the corners of such holding in such a way that the boundaries thereof are easily ascertainable and shall point out such boundaries to the tenant at the commencement of the tenancy.

(2) A tenant of an agricultural holding shall be responsible for ensuring that the boundary marks of such holding are maintained in their original position throughout the term of his tenancy.

Agricultural licences prohibited

55. No licence, or extension thereof of an agricultural holding granted or made after the commencement of this Act, other than a licence granted under the provisions of the Native Land Trust Act to a Fijian to utilize or occupy native land situated within a native reserve, being land exempt from the provisions of this Act, shall be lawful.

*(Amended by 21 of 1967, s. 14.)
(Cap. 134.)*

Agents of landlords

56. Anything that, by or under the provisions of this Act, is required or authorised to be done to, by or in respect of a landlord of an agricultural holding may be done to, by or in respect of an agent of the landlord duly authorised in that behalf.

Offences

57.-(1) Any landlord who-

- (a) grants a tenancy of an agricultural holding, otherwise than in writing;
- (b) fails to give without charge a registered copy of the instrument of tenancy to his tenant forthwith upon the registration of such instrument;
- (c) fails to register the instrument of tenancy in accordance with the provisions of subsection (3) of section **8**;
- (d) fails to give to his tenant a receipt for rent at the time such rent is paid or payment credited;
- (e) evicts or threatens to evict a tenant on the ground that such tenant has made an application to a tribunal or a complaint to a court;
- (f) sub-lets the whole or part of an agricultural holding made after the commencement of this Act, otherwise than in accordance with the provisions of subsection (2) of section **45**;
- (g) markets or buys the crops of his tenant otherwise than in accordance with the provisions of section **12**,

shall be guilty of an offence and shall be liable on conviction to a fine not exceeding one thousand dollars or to imprisonment for a term not exceeding six months or both such fine and imprisonment, and, in the case of a continuing offence against the provisions of paragraph (b), (c) or (d), to a fine of twenty dollars for each day during which such offence continues after conviction.

(2) Any landlord or tenant who fails to comply with the provisions of section **54** shall be guilty of an offence and shall be liable on conviction to a fine not exceeding two hundred dollars.
(Section amended by 21 of 1967, s.15, 18 of 1968, s.8 and 35 of 1976, s.17.)

Regulations

58. The Minister may make regulations-

- (a) prescribing the manner and the form in which applications may be made to any tribunal under the provisions of this Act;
- (b) prescribing forms and fees for any of the purposes of this Act;
- (c) prescribing the matters to be taken into account in determining hardship;
- (d) prescribing the procedure to be followed by tribunals and the central agricultural tribunal including the recording and preservation of decisions;
- (e) permitting the scrutiny by members of the public of the records of any tribunal or of the central agricultural tribunal or with regard to the supply of copies of such records or of any instrument of tenancy to members of the public;
- (f) exempting any agricultural land or contracts of tenancy of such land or contracts, with or without conditions, from all or any of the provisions of this Act;
- (g) prescribing the manner in which the registration of instruments of tenancy may be effected under the provisions of this Act;
- (h) prescribing the manner in which the tenant may have his agricultural holding surveyed, the liability for the payment of the costs of such survey and the manner in which the results of such survey shall be endorsed on the instrument of tenancy;
- (i) prescribing anything required or authorised to be prescribed under the provisions of this Act;
- (j) generally for the purpose of carrying out the provisions of this Act.

Effect on other laws

59.-(1) The provisions of this Act shall be subject to the provisions of

- (a) the Crown Acquisition of Lands Act;
(*Cap. 135*)
- (b) the Forest Act; and
(*Cap 150*)
- (c) the Mining Act.
(*Cap. 146*)

(2) The provisions of sections **7, 8, 9, 10, 11** and **12** of the Native Land Trust Act and of all regulations made thereunder shall be subject to the provisions of this Act.
(*Cap. 134*)

(3) Nothing in this Act shall be construed or interpreted as validating or permitting an application to the tribunal in respect of a contract of tenancy which was or is made in contravention of any law.

General saving

60. Except as is in this Act expressly provided, nothing contained in this Act shall affect prejudicially any power, right or remedy of a landlord or tenant or other person, vested in or exercisable by him by virtue of the provisions of any Act or by, under or in respect of any contract of tenancy or other contract.

Limitation of liability in relation to central agricultural tribunal, tribunals and officers

61.-(1) The proceedings, hearing, determination, award, certificates or orders of the central agricultural tribunal or of a tribunal shall not be called in question in any court of law nor shall any person appointed as the central cultural tribunal or as a tribunal be sued in respect of any act lawfully done or lawfully ordered to be done in the discharge of his duties under this Act.

(2) Any person who is bound to execute or serve the lawful awards, orders or certificates of the central agricultural tribunal or of a tribunal shall not be laible to be sued in any court of law for any act lawfully done in the execution or service of such awards, orders or certificates.

(Section inserted by 21 of 1967, s. 16.)

Avoiding conflict

62.-(1) The central agricultural tribunal or a tribunal shall take judicial notice of all matters of which a court of law would take judicial notice.

(2) Subject to the provisions of section **34**, all awards, certificates, determinations or orders of the central agricultural tribunal or of a tribunal purporting to be signed by the person appointed as the central agricultural tribunal or as a tribunal shall be admitted in evidence in any court of law or before a tribunal as prima facie evidence of the facts contained therein.

(3) A tribunal shall not entertain any application for adjudication upon any issue which has been decided between the same parties by any court of law.

(4) Where proceedings have been instituted in any court of law in relation to any matter submitted for adjudication to the central agricultural tribunal or a tribunal, the central agricultural tribunal or a tribunal, as the case may be, may refuse to adjudicate or may stay or adjourn the matter as it shall think fit.

(5) The central agricultural tribunal or a tribunal may, at any stage of any proceedings, refer any question of law-

(a) in the case of the central agricultural tribunal, to the Fiji Court of Appeal; or

(b) in the case of a tribunal, to the Supreme Court,

and the Court of Appeal or the Supreme Court, as the case may be, shall have power to hear and determine every such question.

(6) Where any reference has been made to the Fiji Court of Appeal or to the Supreme Court under the provisions of subsection (5), the central agricultural tribunal or a tribunal, as the case may be, shall not make any award, determination or order, or issue any certificate, except in accordance with the determination of the said question by the Court of Appeal or the Supreme Court, as the case may be.

(7) Any reference to the Fiji Court of Appeal or to the Supreme Court under the provisions of this section shall be made in accordance with rules of court.

(Section inserted by 21 of 1967, s. 16.)

Transitional

63. Where at the commencement of this Act any contract of tenancy is in force which is governed thereby, which would, but for the provisions of section **13**, normally be terminable or terminate at the end of the term thereof before 31st day of December, 1968, such contract of tenancy shall, subject to the provisions of this Act and of the contractual terms thereof (not inconsistent with the provision of this Act and not relating to the length of term) continue in force until the 31st day of December, 1969, unless terminated in accordance with the provisions of this Act.

(Inserted by 21 of 1967 s. 16.)

Act to bind Crown

64. The provisions of this Act shall apply to the Crown and to agricultural land.

SCHEDULE

IMPROVEMENTS

PART I

Improvements to which the prior consent in writing of the landlord is required-

(1) Erection, alteration or enlargement of buildings required for the efficient operation of the holding.

(2) Planting of trees of economic value.

- (3) Laying down of permanent pasture (except in the case of tenancies for the purpose of grazing).
- (4) Planting of permanent and semi-permanent crops (sugar cane not being included in this category).
- (5) Making of works of irrigation and water supply.
- (6) Making of permanent subdivisions or fences.
- (7) Making or improvement of roads and bridges.
- (8) Levelling and terracing land.
- (9) Reclamation of swamps.

PART II

Improvements in respect of which prior notice in writing to the landlord is required-

- (1) Clearing of land.
- (2) Establishment of windbreaks.
- (3) Gully and watercourse measures.
- (4) Drainage.
- (5) Establishment of soil erosion control barriers.
- (6) Establishment of contour trench system.

Compensation shall not be payable in respect of the items included in this Part unless the tenant has previously to the execution of the improvement obtained a certificate from the Permanent Secretary for Agriculture or his nominee recommending that such improvement be effected.

Controlled by Ministry of Agriculture and Fisheries

CHAPTER 270

AGRICULTURAL LANDLORD AND TENANT

**SECTION 21-AGRICULTURAL LAND (DECLARATION OF UNIMPROVED
CAPITAL VALUES) ORDER**

TABLE OF PROVISIONS

PARAGRAPH

1. Short title
 2. Unimproved capital values
 3. Revocation
- Schedule-Unimproved Capital Values

Legal Notice No. 99 of 1982

Short title

1. This Order may be cited as the Agricultural Land (Declaration of Unimproved Capital Values) Order.

Unimproved Capital values

2. The different classes of agricultural land the subject of an agricultural holding set out in the Schedule are declared to have the unimproved capital values specified therein.

Revocation

3. The Agricultural Land (Declaration of Unimproved Capital Values) Order*, published at pages 1 to 12 inclusive, of the subsidiary legislation made under the Agricultural Landlord and Tenant Act, is revoked.

* *Legal Notice No. 145 of 1977.*

SCHEDULE
(Paragraph 2)

GRAZING LAND

Location	Classification	Designation	UCV (per acre) Min.- Max.	Remarks
VITI LEVU.....	1st Class Grazing land Very few limitations	<i>Contour:</i> Flat to nearly flat <i>Soil:</i> Fertile	\$50-\$75	1 adult beast to 2.5 to 4 acres
	2nd Class Grazing land Moderate limitations	<i>Contour:</i> Moderate slopes <i>Soil:</i> Reasonably fertile	\$30-\$50	1 adult beast to 4 to 6 acres
	3rd Class Grazing land Severe limitations	<i>Contour:</i> Steep slopes <i>Soil:</i> Poor	\$10-\$30	1 adult beast to 6 to 8 acres
	Marginal Very severe limitations	<i>Contour:</i> Very steep and broken <i>Soil:</i> Very poor, (talasiqa)	\$1-\$10	1 adult beast to 8 acres and over
VANUA LEVU.....	1st Class Grazing land Very few limitations	<i>Contour:</i> Flat to nearly flat <i>Soil:</i> Fertile	\$30-\$50	1 adult beast to 2.5 to 4 acres
	2nd Class Grazing land Moderate limitations	<i>Contour:</i> Moderate slopes <i>Soil:</i> Reasonably fertile	\$15-\$30	1 adult beast to 4 to 6 acres
	3rd Class Grazing land Severe limitations	<i>Contour:</i> Steep slopes <i>Soil:</i> Poor	\$5- \$15	1 adult beast to 6 to 8 acres
	Marginal Very severe limitations	<i>Contour:</i> Very steep and broken <i>Soil:</i> Very poor, (talasiga)	\$1-\$5	1 adult beast to 8 acres and over

NOTE.-One or more of the adverse factors pertaining to contour and soils could apply

DAIRY LANDS

Location	Classification	Designation	UCV (per acre) Min. Max.	Carrying Capacity
(a) SOUTH AND SOUTH EAST VITI LEVU <i>Provinces:</i> Tailevu Rewa Naitasiri Serua	1st Class Very Few Limitations	<i>Contour:</i> Flat to nearly flat <i>Soil:</i> Fertile, deep well drained and well suited for the establishment of pasture	\$75-\$100	1 Milking Cow to 1½ acres or 100 lb of butter fat per acre
	2nd Class Moderate limitations	<i>Contour:</i> Flat to gentle slopes. <i>Soil:</i> Reasonably fertile but artificial fertilizer is required for good pasture. Poor natural drainage.	\$50-\$75	1 Milking cow to 2 acres or 75 lbs of butter fat per acre.

<i>Localities:</i> Korovou Sawakasa Rewa Vunidawa Navua Serua	3rd Class Severe limitations	<i>Contour:</i> Moderate slopes, swampy flats. <i>Soil:</i> Poor fertility; peaty.	\$25-\$50	1 Milking cow to 3 acres or 50 lb of butter fat per acre.
	Marginal Very severe limitations	<i>Contour:</i> Steep slopes <i>Soil:</i> Very poor soil, severe erosion hazards	\$1-\$25	1 Milking cow to 4 acres or 40 lb of butter fat per acre
<i>(b) NORTH, NORTH WEST & SOUTH WEST VITI LEVU</i>	1st Class Very few limitations	<i>Contour:</i> Flat to nearly flat <i>Soil:</i> Fertile, deep well drained and well suited for the establishment of pasture.	\$70-\$90	1 Milking cow to 2 acres or 75 lb of butter fat per acre.
	<i>Province:</i> Nadroga/ Navosa and Ba, Ra	2nd Class Moderate limitations	<i>Contour:</i> Flat to gentle slopes <i>Soil:</i> Reasonably fertile; fertilizer required for good pasture, low moisture retaining capacity.	\$40-\$70
<i>Localities:</i> Sigatoka, Cuvu Nadi Ba Tavua Rakiraki	3rd class Severe limitations	<i>Contour:</i> Moderate to steep slopes. <i>Soil:</i> Low fertility, stony, very low moisture retaining capacity.	\$1-\$40	1 Cow to 4 acres or 40 lb or less of butter fat per acre.

NOTE-(1) One or more of the adverse factors pertaining to contour and soils could apply.

(2) All the above yields are calculated on butter fat production from pasture only.

RICE LAND

Location	Classification	Designation	UCV (per acre) Min. - Max.	Average Yield
<i>(a) SOUTH EAST VITI LEVU</i>	1st Class Very few limitations	<i>Contour:</i> Flat <i>Soil:</i> Fertile, heavy and good water retaining capacity. Good drainage	\$150-\$200	1 ton to 1¼ tons and above of paddy per acre

<i>Province:</i> Tailevu Rewa Naitasiri Namosi Serua	2nd Class Moderate limitations	<i>Contour:</i> Flat to very gentle slopes <i>Soil:</i> Moderate fertile, lower water retaining capacity. Adequate drainage.	\$100-\$150	15 cwt to 1 ton of paddy per acre
	3rd Class Severe limitations	<i>Contour:</i> Moderate slopes <i>Soil:</i> Very low Fair/Low fertility. Fair to poor drainage.	\$50-\$100	10 cwt to 15 cwt of paddy per acre
	Marginal Very severe limitations	<i>Contour:</i> Swampy flats <i>Soil:</i> Very low fertility, salinity, extreme wetness. Peaty	\$10-\$50	10 cwt or less paddy per acre
<i>Localities :</i> Rewa Valley Vunidawa Navua, Suva Tailevu	1st Class Very few limitations	<i>Contour:</i> Flat <i>Soil:</i> Fertile, heavy and good water retaining capacity. Good drainage	\$115-\$175	15 cwt to 1 ton and above of paddy per acre
	2nd Class Moderate limitations	<i>Contour:</i> Flat to very gentle slopes <i>Soil:</i> Moderately fertile. Adequate drainage.	\$85-\$115	12 cwt to 15 cwt of paddy per acre
	3rd Class Severe limitations	<i>Contour:</i> Moderate slopes <i>Soil:</i> Fair/Low fertility. Adequate drainage.	\$40- \$85	8 cwt to 12 cwt of paddy per acre
<i>Province:</i> Ba <i>Localities:</i> Nadi Lautoka Ba, Tavua	Marginal Very severe limitations	<i>Contour:</i> Slopes, swampy flats <i>Soil:</i> Very low fertility, high salinity.	\$10-\$40	8 cwt or less of paddy per acre

NOTE- One or more of the adverse factors pertaining to contour and soils could apply.

RICE LAND

Location	Classification	Designation	UCV (per acre) Min. Max.	Remarks
<i>(c) NORTH VITI LEVU</i> <i>Province:</i> Ra <i>Locality:</i> Rakiraki	1st Class Very few limitations	<i>Contour:</i> Flat <i>Soil:</i> Fertile, heavy and good water retaining capacity. Good drainage	\$115-\$175	15 cwt to 1 ton and above of paddy per acre
	2nd Class Moderate limitations	<i>Contour:</i> Flat to very gentle slopes <i>Soil:</i> Moderate fertile.	\$85-\$115	12 cwt to 15 cwt of paddy per acre

		Adequate drainage.		
	3rd Class Severe limitations	<i>Contour:</i> Moderate slopes <i>Soil:</i> Fair/Low fertility. Fair to poor drainage.	\$40-\$85	8 cwt to 12 cwt of paddy per acre
	Marginal Very severe limitations	<i>Contour:</i> Slopes, swampy flats <i>Soil:</i> Very low fertility, high salinity.	\$10-\$40	8 cwt or less of paddy per acre
(d) SOUTH WEST VITI LEVU <i>Province:</i> Nadroga/Navosa	1st Class Very few limitations	<i>Contour:</i> Flat <i>Soil:</i> Fertile, heavy and good water retaining capacity. Good drainage	\$115-\$175	15 cwt to 1 ton and above of paddy per acre
<i>Districts:</i> Momi, Cuvu, Sigatoka	2nd Class Moderate limitations	<i>Contour:</i> Flat to very gentle slopes <i>Soil:</i> Moderately fertile. Lower retaining water capacity. Adequate drainage	\$85-\$115	12 cwt to 15 cwt of paddy per acre
	3rd Class Severe limitations	<i>Contour:</i> Moderate slopes <i>Soil:</i> Fair/Low fertility. Fair to poor drainage	\$40- \$85	8 cwt to 12 cwt of paddy per acre
	Marginal Very severe limitations	<i>Contour:</i> Slopes, swampy flats <i>Soil:</i> Very low fertility, high salinity.	\$10-\$40	8 cwt or less of paddy per acre

NOTE-One or more of the adverse factors pertaining to contour and soils could apply.

RICE LAND

Location	Classification	Designation	UCV (per acre) Min. Max.	Remarks
(e) NORTH VANUA LEVU <i>Province:</i> Macuata <i>Localities:</i> Labasa, Wainikoro	1st Class Very few limitations	<i>Contour:</i> Flat <i>Soil:</i> Fertile, heavy and good water retaining capacity. Good drainage	\$115-\$175	15 ton to 1 ton and above of paddy per acre
	2nd Class Moderate limitations	<i>Contour:</i> Flat to very gentle slopes <i>Soil:</i> Moderate fertile.	\$85-\$115	12 cwt to 15 cwt. of paddy per

		Adequate drainage.		acre
	3rd Class Severe limitations	<i>Contour:</i> Moderate slopes <i>Soil:</i> Fair/Low fertility. Fair to poor drainage	\$40-\$85	8 cwt to 12 cwt. of paddy per acre
	Marginal Very severe limitations	<i>Contour:</i> Swampy flats <i>Soil:</i> Very poor, very low fertility, high salinity.	\$10-\$40	8 cwt or less paddy per acre
(f) SOUTH AND WEST VANUA LEVU AND TAVEUNI <i>Province:</i> Cakaudrove Bua	1st Class Very few limitations	<i>Contour:</i> Flat <i>Soil:</i> Fertile, heavy and good water retaining capacity. Good drainage	\$115-\$175	15 cwt to 1 ton and above of paddy per acre
	2nd Class Moderate limitations	<i>Contour:</i> Flat to very gentle slopes <i>Soil:</i> Moderately fertile. Adequate drainage.	\$85-\$115	12 cwt to 15 cwt of paddy per acre
	3rd Class Severe limitations	<i>Contour:</i> Moderate slopes <i>Soil:</i> Fair/Low fertility. Fair to poor drainage.	\$40- \$85	8 cwt to 12 cwt of paddy per acre
	Marginal Very severe limitations	<i>Contour:</i> Slopes, swampy flats <i>Soil:</i> Very poor, very low fertility, high salinity.	\$10-\$40	8 cwt or less of paddy per acre

NOTES- One or more of the adverse factors pertaining to contour and soils could apply.

ARABLE LAND

Location	Classification	Designation	UCV (per acre) Min. Max.	Remarks
WEST SOUTH WEST VITI LEVU <i>Province:</i> Nadroga/ Navosa <i>Localities:</i> Kavanagasau, Olosara, Cuvu, Lomawai	<i>1st Class Arable</i> Flat. Very few limitations. Suited to wide range of crops. Permanent agriculture without improvements. Higher yields per acre. Probable range of crops: sugarcane; tobacco; passion	<i>Contour:</i> Nearly level land <i>Soils:</i> Deep, well- drained, naturally fertile, minimum use of fertilizer, high moisture holding capacity; ordinary crop management practices to maintain productivity.	\$450 - \$850	Yields of 35 tons and up to 55 tons or more of sugarcane or more per acre

	<p>fruit; broom corn; vegetables; pineapples and pulses.</p>			
	<p><i>2nd Class Arable</i> Flat to gentle slopes moderate limitations. Suited to a wide range of crops as for Class 1, but lower yields per acre. Permanent agriculture without improvements. Probable range of crops: sugarcane; tobacco; passion fruit; vegetables; pineapples and pulses.</p>	<p><i>Contour:</i> Slight change in that the land maybe gently sloping. Moderate erosion hazard. <i>Soils:</i> Lower natural fertility. Poorer soil structure, restricted drainage, presence of gravel/sand and small stones. Application of fertilizer necessary.</p>	<p>\$175-\$450</p>	<p>Yields of 20 tons or more of sugarcane per acre, but under 35 tons per acre.</p>
	<p><i>3rd Class Arable</i> Moderately steep. Severe limitations. Suited to a narrow range of crops; lower yield per acre; some improvements required. Probable range of crops: sugarcane; vegetables; pineapples and pulses.</p>	<p><i>Contour:</i> Moderately steep slopes. High erosion hazards. <i>Soils:</i> Shallow. Moderately fertile. Requires intensive erosion control measures and fertilizer application.</p>	<p>\$75-\$175</p>	<p>Yields of 15 tons or more of sugarcane per acre, but under 20 tons per acre.</p>

	<p><i>Marginal Arable Steep Slopes. Very severe limitations. Suited to a very limited range of crops other than sugarcane. Lowest yields per acre. Major improvements required.</i></p>	<p><i>Contour: Steep slopes, severe erosion hazards; wet flats.</i> <i>Soils: Very infertile. Very shallow and low moisture retaining capacity. Rocky. Very badly drained. Major conservation measures and heavy dosage of fertilizer required.</i></p>	\$25 - \$75	Yields of under 15 tons of sugarcane per acre.
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NOTE- (1) One or more of the adverse factors pertaining to contour and soils could apply.

(2) With crops other than sugarcane, the declared UCV's would only apply if the net return from the land is similar or better than sugarcane.

ARABLE LAND

Location	Classification	Designation	UCV (per acre) Min. Max.	Remarks
<p>NORTH WEST VITI LEVU</p> <p><i>Province:</i> Ba and Nadroga/ Navosa (Part)</p> <p><i>Localities:</i> Nadi (including Nawai amd Nawaicoba up to Momi) Lautoka and Ba</p>	<p><i>First Class Arable</i></p> <p>Flat. Very few limitations. Suited to wide range of crops. Permanent agriculture without improvements; higher yields per acre. Probable range of crops: sugarcane; tobacco; passion fruit; vegetables; pineapples and pulses.</p>	<p><i>Contour:</i> Nearly level land <i>Soils:</i> Deep, well-drained, naturally fertile, minimum use of fertilizer, high moisture holding capacity - ordinary crop management practices to maintain productivity.</p>	\$500 - \$900	Yields of 35 tons and up to 55 tons or more of sugarcane per acre or above

up to Vaitia Point Junction.	<p><i>Second Class Arable</i> Flat to gentle slopes. Moderate limitations. Suited to wide range of crops as for Class 1, but lower yields per acre. Permanent agriculture without improvements. Probable range of crops: sugarcane; tobacco; passion fruit; vegetables; pineapples and pulses.</p>	<p><i>Contour:</i> Slight change in that the land may be gently sloping. Moderate erosion hazard. <i>Soils:</i> Lower natural fertility. Poorer soil structure, restricted drainage, presence of gravel/sand and small stones. Application of fertilizer required.</p>	\$200-\$500	Yields of 20 tons or more of sugarcane per acre but under 35 tons per acre.
	<p><i>Third Class Arable</i> Moderately steep. Severe limitations. Suited to a narrow range of crops; lower yield per acre; some improvements required. Probable range of crops: sugarcane; vegetables; pineapples and pulses.</p>	<p><i>Contour:</i> Moderately steep slopes. High erosion hazards. <i>Soils:</i> Shallow. Moderately fertile, require intensive erosion control measures and fertilizer application.</p>	\$85-\$200	Yields of 15 tons or more of sugarcane per acre but under 20 tons per acre.
	<p><i>Marginal Arable</i> Steep Slopes. Very severe limitations. Suited to a very limited range of crops other than sugarcane. Lowest yield per acre. Major improvements required.</p>	<p><i>Contour:</i> Steep slopes, severe erosion hazards; wet flats. <i>Soils:</i> Very infertile, shallow and very low moisture retaining capacity. Rocky. Very badly drained. Major conservation and drainage measures and heavy dosage of fertilizer required.</p>	\$25 - \$85	Yields of under 15 tons of sugarcane per acre.

NOTES-(1) One or more of the adverse factors pertaining to contour and soil could apply.

(2) With crops other than sugarcane, the declared UV's would only apply if the net return from the land is similar or better than sugarcane.

ARABLE LAND

Location	Classification	Designation	UCV (per acre) Min. Max.	Remarks
<p>NORTH WEST VITI LEVU</p> <p><i>Province:</i> Ba and part of Ra</p> <p><i>Localities:</i> Tavua, Rabulu and Dobuilevu area.</p>	<p><i>First Class Arable</i> Flat. Very few limitations. Suited to a wide range of crops. Permanent agriculture without improvements.</p>	<p><i>Contour:</i> Nearly level land. Free draining. <i>Soils:</i> Fertile, low water table. Suited to permanent agriculture with ordinary crop management of practices. Minimum application of fertilizer required.</p>	\$450 - \$850	Yields of 35 tons and up to 55 tons or more of sugarcane or more per acre.
	<p><i>Second Class Arable</i> Flat to gentle slopes. Moderate limitations. Suited to a wide range of crops as for Class 1, but lower yields per acre. Permanent agriculture without improvements. Probable range of crops: sugarcane; tobacco; vegetables; pineapples and pulses.</p>	<p><i>Contour:</i> As for Class 1 but slight increase in slopes. Erosion hazards. <i>Soils:</i> Fertile, stony. Slightly higher water table. Presence of gravel/sand. Application of fertilizer required.</p>	\$175-\$450	Yields of 20 tons or more of sugarcane per acre but under 35 tons per acre.
	<p><i>Third Class Arable</i> Moderately steep. Severe limitations. Suited to a narrow range of crops. Improvements required. Lower yields per acre. Probable range of</p>	<p><i>Contour:</i> Moderately steep slopes. High erosion hazards. <i>Soils:</i> Shallow, sticky permitting cultivation only during certain periods. Liable to dry out during dry seasons. Moderately fertile,</p>	\$75-\$175	Yields of 15 tons or more of sugar cane per acre but under 20 tons per acre.

	<p>crops: sugarcane; vegetables; pineapples and pulses.</p>	<p>require intensive erosion control measures. Application of fertilizer necessary.</p>		
	<p><i>Marginal Arable</i> Steep Slopes. Very severe limitations. Major improvements required. Suited to a very limited range of crops other than sugarcane. Lowest yield per acre.</p>	<p><i>Contour:</i> Steep slopes, severe erosion hazards; wet flats. <i>Soils:</i> Very infertile, and very shallow and very low moisture retaining capacity. Rocky and bouldery. Very badly drained. Major conservation and measures and heavy dosage of fertilizer required.</p>	\$25 - \$75	<p>Yields of under 15 tons of sugarcane per acre.</p>

NOTES-(1) One or more of the adverse factors pertaining to contour and soil could apply.

(2) With crops other than sugarcane, the declared UV's would only apply if the net return from the land is similar or better than sugarcane.

ARABLE LAND

Location	Classification	Designation	UCV (per acre) Min. Max.	Remarks
<p>ALL CANE GROWING AREAS IN VANUA LEVU</p> <p><i>Province:</i> Province of Macuata</p> <p><i>Localities:</i> Wainikoro, Bucaisau,</p>	<p><i>1st Class Arable</i> Flat. Very few limitations. Suited to a wide range of crops. Permanent agriculture without improvements. High yields per acre. Probable range of</p>	<p><i>Contour:</i> Nearly level land <i>Soils:</i> Deep, well-drained, naturally fertile, minimum use of fertilizer, high moisture holding capacity - ordinary crop management practices to maintain productivity.</p>	\$450 - \$850	<p>Yields of 35 tons and up to 55 tons or more of sugarcane or more per acre or above.</p>

	<p><i>Marginal Arable</i> Steep Slopes. Very severe limitations. Undulating contour including "Bua" series soils. Suited to a very limited range of crops other than sugarcane. Lowest yields per acre.</p>	<p><i>Contour:</i> Steep slopes, severe erosion hazards; wet flats. <i>Soils:</i> Very infertile, and very shallow and very low moisture retaining capacity. Subject to serious sheet erosion. Rocky. Very badly drained. Major conservation measures and heavy dosage of fertilizer required. Deep but very infertile and subject to serious sheet erosion (Bua series).</p>	\$25 - \$75	Yields of under 15 tons of sugarcane per acre.
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NOTES-(1) One or more of the adverse factors pertaining to contour and soil could apply.

(2) With crops other than sugarcane, the declared UV's would only apply if the net return from the land is similar or better than sugarcane.

ARABLE LAND

Location	Classification	Designation	UCV (per acre) Min. Max.	Remarks
<p>(a) SOUTH EAST VITI LEVU</p> <p><i>Province:</i> Tailevu Rewa Naitasiri Namosi Serua</p> <p><i>Localities:</i> Rewa Valley</p>	<p><i>1st Class Arable</i> Flat. Very few limitations. Suited to wide range of crops. Permanent agriculture without improvements. High yields per acre. Probable range of crops: vegetables; pineapples; pulses; tobacco and root crops.</p>	<p><i>Contour:</i> Nearly level land. <i>Soils:</i> Deep, well-drained, naturally fertile, minimum use of fertilizer, high moisture holding capacity: ordinary crop management practices to maintain productivity.</p>	\$200 - \$300	Yields not specified because of large range of crops which could be grown.

Vunidawa Navua, Suva Tailevu	<p><i>2nd Class Arable</i> Flat to gentle slopes. Moderate limitations. Suited to a wide range of crops as for Class 1, but lower yields per acre. Permanent agriculture without improvements. Probable range of crops: vegetables; pineapples; pulses; tobacco and root crops.</p>	<p><i>Contour:</i> Slight change in that the land may be gently sloping. Moderate erosion hazard. <i>Soils:</i> Lower natural fertility. Poorer soil structure, restricted drainage, presence of gravel/sand and small stones. Application of fertiliser necessary.</p>	\$125 - \$200
	<p><i>3rd Class Arable</i> Moderately steep, severe limitations. Suited to a narrow range of crops; lower yield per acre; some improvements required. Probable range of crops: vegetables; pineapples; root crops.</p>	<p><i>Contour:</i> Moderately steep slopes. Moderate to high erosion hazards. <i>Soils:</i> Shallow, moderately fertile. Requires intensive erosion control measures and fertiliser application.</p>	\$50-\$125
	<p><i>Marginal Arable</i> Steep Slopes. Very severe limitations. Suited to a very limited range of crops. Lowest yields per acre. Major improvements required.</p>	<p><i>Contour:</i> Steep slopes, severe erosion hazards: wet flats. <i>Soils:</i> Very infertile. Very shallow and low moisture retaining capacity. Rocky. Very badly drained. Major conservation measures and heavy dosage of fertilizer required.</p>	\$25 - \$50

NOTES-(1) One or more of the adverse factors pertaining to contour and soil could apply.

COCONUTS

Location	Classification	Designation	UCV (per acre) Min. Max.	Yield
(a) Taveuni Province: Cakaudrove Locality: Taveuni	<i>1st Class</i> Very few limitations	<i>Contour:</i> Flat to nearly flat. <i>Soil:</i> Deep, well-drained, naturally fertile, clay loam to sandy loam.	\$125-\$175	Average yield of dried copra 7 cwt per acre and above
	<i>2nd Class</i> Moderate limitations	<i>Contour:</i> Gentle slopes up to 400 feet above sea level. <i>Soil:</i> Reasonableness fertility and depth, moderately stony.	\$75-\$125	Yields of dried copra 5 cwt. and under 7 cwt per acre
	<i>3rd Class</i> Severe limitations	<i>Contour:</i> Moderate slopes up to 500 feet above sea level. <i>Soil:</i> Moderate to low fertility- needs fertilizer. Stony and bouldery.	\$50-\$75	Average yield of dried copra 3 cwt and under 5 cwt per acre
	<i>Marginal</i> Very severe limitations	<i>Contour:</i> Steep slopes up to 900 feet above sea level. <i>Soil:</i> Shallow, very low fertility. Very stony and bouldery. Heavy dressings of fertilizer necessary.	\$25-\$50	Average yield of dried copra 1 cwt and under 3 cwt per acre
(b) Lomaiviti and Lau Province: Lomaiviti, Lau, Cakaudrove and Bua Localities: Ovalau, Koro, Gau, Lau, Batiki, Bua,	<i>1st Class</i> Very few limitations	<i>Contour:</i> Flat to nearly flat. <i>Soil:</i> Deep, well-drained, naturally fertile, clay loam to sandy loam.	\$100-\$150	Average yield of dried copra 5 cwt per acre and above
	<i>2nd Class</i> Moderate limitations	<i>Contour:</i> Gentle slopes up to 400 feet above sea level. <i>Soil:</i> Reasonable fertility and depth. Some stones and includes coastal sand of reasonable fertility.	\$50-\$100	Yield of dried copra 3 cwt and under 5 cwt per acre
	<i>3rd Class</i> Severe limitations	<i>Contour:</i> Moderate slopes up to 500 feet above sea level. Wet flats. <i>Soil:</i> Reasonably deep,	\$25- \$50	Yield of dried copra 2 cwt and under 3 cwt

Natewa, Savusavu, Buca Bay		low fertility – needing fertilizer. Moderately stony, poor drainage.		per acre
	<i>Marginal</i> Very severe limitations	<i>Contour:</i> Steep slopes up to 900 feet above sea level. <i>Soil:</i> Shallow, very low fertility. Very stony and bouldery. Heavy dressings of fertilizer necessary.	\$1-\$25	Yield of dried copra 1 cwt per acre and less

NOTE- One or more of the adverse factors pertaining to contour and soils could apply.

TREE CROPS

COCONUTS

Location	Classification	Designation	UCV (per acre) Min. Max.	Yield
(c) Kadavu, Yasawas, Beqa, Vatulele, Manucas	<i>1st Class</i> Very few limitations	<i>Contour:</i> Flat to nearly flat. <i>Soil:</i> Deep, well-drained, naturally fertile, clay loam to sandy loam.	\$100-\$150	Yield of dried copra 5 cwt. per acre and above
	<i>2nd Class</i> Moderate limitations	<i>Contour:</i> Gentle slopes up to 400 feet above sea level. <i>Soil:</i> Coastal sand of reasonable fertility and depth – some stones..	\$50-\$100	Yield of dried copra 3 cwt. per acre and under 5 cwt.
	<i>3rd Class</i> Severe limitations	<i>Contour:</i> Moderate slopes up to 500 feet above sea level. Wet flats. <i>Soil:</i> Low fertility, shallow, stony. Poor drainage.	\$25-\$50	Yield of dried copra 2 cwt. per acre and under 3 cwt.
	<i>Marginal</i> Very severe limitations	<i>Contour:</i> Steep slopes up to 900 feet above sea level. <i>Soil:</i> Poor, very low fertility.	\$1-\$25	Yield of dried copra 1 cwt. per acre or

			less.
(d) Viti Levu Areas within 10 miles of coast	<i>1st Class</i> Very few limitations	<i>Contour:</i> Flat to nearly flat. <i>Soil:</i> Deep, well-drained, naturally fertile, clay loam to sandy loam.	\$100-\$150
	<i>2nd Class</i> Moderate limitations	<i>Contour:</i> Gentle slopes up to 400 feet above sea level. Moderately wet flats and coastal sand. <i>Soil:</i> Reasonably fertile including coastal sands. Imperfect drainage.	\$50-\$100
	<i>3rd Class</i> Severe limitations	<i>Contour:</i> Moderate slopes up to 500 feet above sea level. Wet flats. <i>Soil:</i> Low fertility-needs fertilizer. Poor drainage.	\$25- \$50
	<i>Marginal</i> Very severe limitations	<i>Contour:</i> Steep slopes up to 900 feet above sea level. <i>Soil:</i> Poor, very low fertility, bouldery.	\$1-\$25
			Average yield of dried copra 4 cwt.and above per acre.
			Average yield of dried copra 3 cwt. per acre and under 4 cwt.
			Average yield of dried copra 2 cwt. per acre and under 3 cwt.
			Average yield of dried copra 1 cwt. per acre or less

NOTE: One or more of the adverse factors pertaining to contour and soils could apply.

SECTION 58.- AGRICULTURAL LANDLORD AND TENANT (EXEMPTION)
REGULATIONS

*Regulations 4th Dec., 1967, 13th May, 1968, 28th
Mar., 1969, 10th Jun., 1970, 22nd Jan., 1973, 2nd Sep., 1977.*

Made by the Governor in Council

Short title

1. These Regulations may be cited as the Agricultural Landlord and Tenant (Exemption) Regulations.

Exemptions from provisions of the Act

2. The provisions of the Act shall not apply-

(a) to any agricultural land-

(i) occupied by or let to any person by reasons solely of his being a full-time bona fide employee of the landlord;

(ii) occupied by any person under an agreement not to pay rent whether in legal currency, or in kind, or in labour or in any other form whatsoever;

(iii) situated within the boundaries of any Government aerodrome (as delineated on Plan No. PP39 and on Plan No. PP40 held by the Director of Lands), a licensed aerodrome or radio communication station;

(iv) situated within the boundaries of the Lomaivuna settlement scheme at Lomaivuna in the Central Division;

(v) situated within such part or parts of-

(A) the tikina of Nuku and Serua in the province of Serua;

(B) the tikina of Namosi and Wainikoroiluva in the province of Namosi;
and

(C) the tikina of Koro in the province of Lomaiviti,

as have not been surveyed for the purpose of demarcating the boundaries of the holdings therein of land-holding units;

(vi) situated within the areas included in Lots 19A, 19B, 19C, 19D, 20A, 20B, 3B, 3C, 3D, 3E, 48A, 48B, 48C and 48D on Native Lands Commission sheets Koro 1, 2 and 3;

(vii) situated within any area set aside as native reserve by the Native Land Trust Board notwithstanding that such area has not been proclaimed as such;

(viii) situated in the islands of Rabi or Rotuma;

(ix) required for use by light railways or tramways;

(x) required for use in any pilot irrigation scheme in the Rewa delta as delineated on Plans Nos. PP51 and PP33 held by the Director of Lands;

(xi) situated in the area at Waila containing 1,289 acres and 16 perches being the residue of the land comprised in Certificate of Title Volume 58 Folio 5740 and being all the land comprised in Certificate of Title Volume 123 Folio 2273.

(b) to any contract in respect of agricultural land which is-

(i) a contract of agistment or a grazing licence for the grazing of sheep or goats;

(ii) a contract of agistment or a grazing licence for the grazing of horses and bovine animals where the number of animals grazed, excluding animals under the age of 12 months, does not exceed six;

(iii) a contract of agistment under which the charge is calculated on the basis of each animal grazed and the party accepting animals for grazing accepts full responsibility for their safekeeping;

(iv) a licence granted in respect of any forest or any part thereof for any purpose and for any period.

(Regulation amended by Regulations 13th May, 1968, 28th March, 1969, 10th June, 1970 and 22nd January, 1973.)

Exemption from the provisions of sections 7 and 13 of Act

3. The provisions of sections 7 and 13 of the Act shall not apply to any contract of tenancy which has an unexpired term of thirty years or more to run from the commencement of the Act.

Exemptions from the provisions of sections 6, 7 and 13 of Act

4. The provisions of sections 6, 7 and 13 of the Act shall not apply to any agricultural land-

(a) situated within the boundaries of any city or town;

(b) situated outside such boundaries which the Director of Lands may, by notice published in the Gazette, declare to be land required for non-agricultural purposes;

(c) situated within any area outside the cities of Suva and Lautoka delineated on Plans Nos. PP41 and PP42 held by the Director of Lands;

(d) approved by the Director of Town and Country Planning for subdivision for residential, industrial or commercial purposes.

Exemption from the provisions of sections 6, 7, 13 and 45 of Act

5. The provisions of sections **6, 7, 13** and **45** of the Act shall not apply to any agricultural land held in trust under a will or on intestacy-

(a) let or leased for a term not exceeding ten years, such letting or leasing to commence within a period of five years from the date of death of the deceased; or,

(b) let or leased under such a trust subsisting at the commencement of the Act, such letting or leasing having an unexpired term not exceeding ten years from the latter date.
(Amended by Regulations 2nd, September, 1977.)

Exemption from the provisions of sections 22 and 24 of Act.

6. The provisions of-

(a) paragraph (a) of subsection (1) of section **22**;

(b) subsection (2) of that section; and

(c) section **24**,

of the Act shall not apply to any lease issued in respect of any forest or any part thereof

SECTION 58.- AGRICULTURAL LANDLORD AND TENANT (TRIBUNAL PROCEDURE) REGULATIONS

*Regulations 13th Dec., 1967, 2nd July, 1968, 5th
Dec., 1974, 16th June, 1976, 2nd Dec., 1977*

Made by the Governor in Council

Short title

1. These Regulations may be cited as the Agricultural Landlord and Tenant (Tribunal Procedure) Regulations.

Interpretation

2.-(1) In these Regulations, unless the context otherwise requires-

"appeal register" means a register of appeals maintained under the directions of the central agricultural tribunal;

"cause book" means the cause book maintained under the directions of a tribunal;

"reference" means any application for determination by a tribunal which has been accepted and authenticated under the provisions of these Regulations;

"secretary" means the secretary to a tribunal.

(2) For the purposes of regulations 3, 6, 7, 8, 10, 12, 13, 14, 16, 17, 19, 20, 25, 39, 40, 41 and 49, the expression "tribunal" shall include the central agricultural tribunal.

GENERAL

Where no provision made by Regulations

3. Where no provision is specified by the Act or by these Regulations for the procedure to be followed or the conduct of proceedings by the parties, their barristers or solicitors or agents before the tribunal, the provisions of the Magistrates' Courts Rules shall be followed with such necessary alterations as may be necessary to meet the circumstances of the case:

Provided that the provisions of Orders V and XI of the said Rules shall always apply to proceedings before a tribunal.

Forms

4. The forms contained in the First Schedule may be used in all matters, causes and proceedings to which they are applicable, with such variations as circumstances may require.

Central agricultural tribunal forms

5. The forms to be used in relation to appeals to the central agricultural tribunal may be specified by that tribunal from time to time by notice in the Gazette.

6. The fees specified in the Second Schedule shall be paid by the party by which they are incurred:

Provided that the tribunal may for any good cause waive the payment of fees.

DUTIES AND POWERS OF SECRETARY

Powers of secretary

7.-(1) Where, by these Regulations, a tribunal may take any step or use any discretion or make or record any interlocutory (but not final) determination, such action may lawfully be taken by the secretary:

Provided that-

(a) anything he may do under the provisions of this regulation shall not be done except with the consent of all parties to a reference unless by these Regulations he is specifically empowered to act;

(b) he may assess costs or enter a consent order to a reference agreed by all parties thereto.

(2) Where in these Regulations anything may be done by the secretary, it may also be done by the tribunal employing such secretary.

(3) The certificate of a tribunal specifying the amount of compensation or damages, a certificate of costs or copies of the record of proceedings of a tribunal may be authenticated by the tribunal or the secretary thereto:

Provided that any decision of a tribunal shall be signed by the person appointed as such.

Secretary and clerk to magistrates

8. Where a tribunal exercises any power of a magistrate's court of summoning and enforcing the attendance of witnesses and the production of documents, the secretary to a tribunal shall have the same duties and exercise the same powers as are had and exercised by the clerk to any magistrate.

COSTS

Costs of legal practitioners

9. Costs may be allowed to legal practitioners at the discretion of the central agricultural tribunal or a tribunal but may not exceed twenty-one dollars in relation to references to a tribunal.

Other costs

10. Costs other than those allowed to legal practitioners may include-

(a) such disbursements as may be allowed on taxation before a magistrate, court including expenses of witnesses;

(b) charges or fees paid in relation to the obtaining of a certificate of husbandry from the Permanent Secretary for Agriculture or his nominee;

(c) survey fees not exceeding those contained in any scale prescribed and the provisions of the Surveyors' Act.

(Cap. 260.)

Assessment of costs

11. Costs may be assessed by a tribunal or the secretary or in the case of an appeal in such manner as the central agricultural tribunal may direct.

EXTENSION OF TIME AND OTHER ORDERS

Extension of time

12.-(1) Request for any extension of time may be made to the tribunal.

(2) Where such request relates to the filing of an application or an appeal it shall be accompanied by a completed form of application or other relevant form.

General

13. Notwithstanding the provisions of these Regulations, the tribunal may make any order which it considers necessary for doing justice whether such order has been expressly requested by the person entitled to the benefit of the order or not.

Consolidation

14. References or appeals pending before the tribunal may be consolidated in such manner as may be considered appropriate in accordance with the directions thereof.

Consolidated determination as to separate references

15. Even where no order of consolidation has been made, a tribunal may delay making a final order in any one or more references until other references are completed and may give a consolidated determination of any number of such references.

Interpreters

16. If during a hearing of any appeal or reference, any party, witness or other interested person in unable to understand the English language, a tribunal may direct a fit and proper person to attend and interpret the proceedings so far as may be necessary. Before so interpreting such person shall swear the following oath:-

"I swear that I will well and truly interpret and explanation make of all such matters and things as shall be required of me to the best of my skill and understanding. So help me God".

PROCEDURAL

Filing of reference

17.-(1) Every reference to a tribunal, or, in the case of references consolidated under the provisions of regulation 15, such consolidated references shall be recorded in a file to be called the "Reference File".

(2) On each Reference File there shall be recorded the number of the reference or references allotted thereto.

Access to records

18.-(1) Any person may peruse the appeal register of the central agricultural tribunal or the cause book of a tribunal during ordinary office hours on payment of the fee specified in the Second Schedule.

(2) Any person directly affected by any determination may be given a certified true copy of the record of the proceedings of the tribunal on payment of the fees set out in the said Schedule.

Reference void if altered without leave

19. Any alteration of a document, form, certificate or notice issued by or authenticated by the tribunal without the consent thereof may render such document, form, certificate or notice liable to be declared void at the discretion of the tribunal issuing or authenticating such document, form, certificate or notice as aforesaid.

Proof of service

20.-(1) Service may be proved orally or by affidavit.

(2) Personal service may be proved by the officers or employees of the tribunal by the production of the signed acknowledgement of the service signed by the person served witnessed by the officer or employee in question.

Time and service by registered post

21. Where service is effected by registered post, time shall run against the parties served five days after the date of posting unless the secretary, in his discretion, shall allow and endorse any longer period upon the document to be served.

Address for service

22. All applicants and any interested party appearing on the reference must supply a tribunal with an address for service within Fiji and notice of any change of such address must be given in writing to the tribunal and to all other parties to the reference.

Amendment of reference or defence

23. The tribunal or a secretary may give leave to amend the application, reference or defence at any time on such terms as it considers just.

Joinder of other parties

24.-(1) The secretary may, if the justice of the case so requires, add other interested parties who may have a common interest in any such reference.

(2) In such a case the additional parties to be joined must, unless they otherwise have knowledge of the reference, be served with a notice of hearing as though it was a notice of hearing in the original application.

Birth certificate may be required

25. In any case where a tenant applies for a determination that his landlord is not entitled to terminate his tenancy the tribunal may require the landlord to produce his birth certificate and after such a requirement has been made no order can be made in his favour unless such certificate is produced before it.

Commencement of reference

26.-(1) Every reference shall be commenced by the filing of an application which shall be completed and filed together with the fee prescribed in the Second Schedule.

(2) At the time of filing the application the applicant shall present as many additional copies as may be necessary for service on the other interested parties or as the secretary may require.

(3) In order to file an application in accordance with the provisions of these Regulations the application must-

(a) be presented at the headquarters of a tribunal during ordinary office hours; or

(b) be sent by registered post addressed to the headquarters of a tribunal; or

(c) be presented at the office of a District Officer during ordinary business hours:

Provided that such filing shall not be made at a District Officer's Office if such office is less than 25 miles from the principal post office nearest to the headquarters of a tribunal.

(4) For the purpose of this regulation "headquarters" means the principal office of a tribunal specified by the Minister by notice in the Gazette.

Duty of District Officer

27.-(1) When an application is filed at the office of a District Officer it shall be the duty of that officer to cause to be recorded the date of such filing, the nature of the application and the names

of the parties in a book kept for that purpose. He shall also cause to be recorded on the application the date on which it was presented.

(2) Forthwith thereafter the District Officer shall forward such application to the headquarters of the appropriate tribunal.

Issue of references

28.-(1) On receiving an application the secretary of a tribunal shall, if it has been properly filed and completed, place on the original and required copies of the application the authenticating stamp of the tribunal.

(2) The placing of such stamp on the original shall constitute the application as a reference.

Appeal against secretary's refusal

29.-(1) Any applicant to a tribunal who is aggrieved at the decision of a secretary to refuse to authenticate an application may appeal to the tribunal against such refusal.

(2) On such appeal the tribunal may reject the appeal, allow the appeal or allow the application to be amended, as it may consider just.

Deemed date of application

30. When an application is accepted as a reference it shall be deemed to have been made on the date on which it was presented or posted in accordance with these Regulations.

Service of notice of investigation

31.-(1) When a reference has been accepted, a tribunal shall cause a duplicate copy of the reference to be served upon other interested parties, if any.
(Amended by Regulations 2nd September, 1977.)

(2) Such service shall be accomplished at the secretary's discretion either by the applicant party or by a tribunal.

(3) Where service is to be effected by a tribunal the applicant may be asked to deposit with the tribunal a sum sufficient to meet the cost of such service.

Notice of defence

32. An interested party who wishes to defend the reference or make application for a counter-reference of his own shall file his defence or application setting out as fully as possible his grounds (and sufficient particulars thereof) within fourteen days of the service of a reference.

Summary dismissal of reference

33. Where, in the opinion of a tribunal, the reference discloses no bona fide right to the tribunal's intervention, the tribunal may, for reasons to be promulgated, after hearing the applicant, proceed directly to a final determination:

Provided that such decision shall be served by the tribunal on all the parties.

Notice of hearing

34.-(1) A tribunal shall, unless the reference or counter-reference is made *ex parte* or by the consent of all the interested parties concerned, not less than fourteen days after the service of the reference, or after the time limited for the service of any counter-reference or defence applied for or filed under regulation 32, cause a notice of the date, time and place fixed by it for investigating the application and counter-application (if any) to be served upon all interested parties.

(2) Such service shall be accomplished at the secretary's discretion either by the applicant party or by a tribunal.

(3) Where service is to be effected by a tribunal the applicant party may be asked to deposit with the tribunal a sum sufficient to meet the cost of such service.
(*Regulation inserted by Regulations 2nd September, 1977.*)

Investigations

35. On the day set down for the hearing of the reference the secretary shall ensure that all necessary details of the application and defence have been set out and may first encourage the possibility of the parties settling the reference with his assistance.
(*Amended by Regulations 2nd September, 1977.*)

Adjournments

36. If the parties require an adjournment of the reference to attempt to work out a settlement, or for other good cause, a tribunal or the secretary may adjourn the reference to a new date on such terms as to costs as may be considered just.

Hearing of references

37. If the parties are unable to consent to a settlement of a reference a tribunal shall proceed to hear the reference on that or a later date as may be convenient:

Provided that the hearing of a disputed reference shall not continue and may be rejected unless an applicant first pays the hearing fees set out in the Second Schedule.

Calculation of fees

38. A separate fee shall be payable for each application and when a reference is set down for hearing, for each reference or counter-reference, notwithstanding that a number of references may be consolidated or heard together.

Decision made in absence of a party

39. Notwithstanding that the tribunal has regularly acted in the absence of one of the parties any determination obtained against a party in the absence of such party may, on sufficient cause shown, be set aside by the tribunal upon such terms as may seem just.

Striking out of reference or appeal

40. When on the day fixed for the hearing of a reference or an appeal all parties, having had proper notice thereof, fail to appear, the tribunal may postpone the hearing or strike it out.

Relisting of reference struck out

41. Any reference or appeal struck out may by leave of a tribunal striking it out be replaced on the hearing list on such terms as may be considered just.

APPEALS

Fees in relation to appeals to the tribunal

42. The fees payable in relation to any appeal to the central agricultural tribunal shall be those set out in the Second Schedule.

Notice of appeal

43.-(1) The written notice of appeal shall contain a note of the decision appealed from and shall set out the parts of such decision being appealed and the grounds of the appeal.

(2) The appellant may, at any time, by leave of the appeal tribunal amend or add to the grounds of his appeal, upon such terms as the central agricultural tribunal may prescribe.

(3) The address for service given by the appellant and all interested parties to tribunal from whose decision the appeal has been made shall be deemed to continue to be their address for service during the appeal unless notice is given in writing to the central agricultural tribunal and to all other parties.

References to central agricultural tribunal

44. After a reference file of a reference being appealed has been transmitted to the central agricultural tribunal, all applications in the proceedings shall be made directly to that tribunal:

Provided that in cases of urgency, a tribunal may make any interim order to prevent prejudice to the claims of any party pending an appeal, but any such order may be discharged or varied by the central agricultural tribunal.

Notice of hearing of appeal

45. The central agricultural tribunal shall give notice to all parties at the registered address for service of the time and place set down for the appeal and may determine an appeal notwithstanding the absence of any party who has been served with such notice of hearing.

Costs of appeal

46. The costs of an appeal may be assessed by the central agricultural tribunal or may, by order of such tribunal, be remitted either to a tribunal or to the secretary thereof for assessment. Any such assessment shall be final.

Stay of eviction

47. When an appeal is pending which has been brought by a tenant who has appealed against a determination by a tribunal that his landlord is entitled to terminate the tenancy granting an extension under section **13** or under the provisions of section **37** of the Act, such tenant shall not be evicted:

Provided that if such appeal fails the central agricultural tribunal may direct that the tenancy terminated on any day not being a day earlier than it would have terminated if no reference had been made to the tribunal and may make such order in relation to the tenant's rights over crops standing on the holding at that time or proceeds thereof as it shall think fit.

REGISTRATION OF INSTRUMENTS OF TENANCY

Registration procedure

48.-(1) Instruments of tenancy which are not registrable under the provisions of the Land Transfer Act, shall be registered at the office of the Registrar of Titles.

(Substituted by Regulations 16th June, 1976.)

(Cap. 131)

(2) All documents for registration must be duly stamped as required by the Stamp Duties Act and be accompanied by the fee prescribed by the Registration Act.

(Cap. 205.) (Cap. 224.)

(3) All such documents shall conform to the size of 15" x 10" or as near thereto as may be approved by the Registrar of Titles and shall have a 2" margin.

(Substituted by Regulations 2nd July, 1968.)

Responsibility for paying for instrument of tenancy

49.-(1) The landlord shall be responsible for drawing up the instrument of tenancy or causing it to be drawn up, for stamping it or causing it to be stamped and for paying the necessary fee for registration and obtaining the registered copy.

(2) All reasonable costs so incurred may be passed on to the tenant by the landlord except for the registration fee and cost of obtaining a registered copy.

Endorsements of instruments of tenancy

50.-(1) A tribunal shall forward to the Registrar of Titles a note of all determinations relating to boundaries and maximum rent, for endorsement on the instruments of tenancy which have been registered.

(2) The Registrar of Titles need not be bound to accept for filing or endorsing any certificates of recommended improvements.

(3) For the prevention of fraud the Registrar of Titles will, where applicable enter a caveat on any title registered under the Land Transfer Act when an instrument of tenancy registered in the Deeds Registry under the Act applies to such title, registered as aforesaid.

(Cap. 131.)

Prescribed instrument of tenancy

51.-(1) An instrument of tenancy shall conform with the requirements for registration and in addition to such other terms, not in conflict with any of the provisions of the Act, as the parties may agree, shall contain-

(a) the names and addresses of the parties;

(b) a sufficient description of the land including, where applicable, the certificate of title number of any larger parcel of which it forms part;

(c) the size of the land in acres with a note stating whether it has been surveyed;

(d) the terms of the tenancy;

(e) the rent payable and the place where it shall be paid;

(f) the amount of premium or payment for improvements provided by the landlord;

(g) a term that all statutory conditions and covenants set out in section 9 (1) of the Act are implied and form part of the tenancy agreement;

(h) a term setting out the requirements of section 9 (2) of the Act in full;

(i) a note specifying that the instruments of tenancy must be registered as soon as practicable and that a registered copy of the instrument must be given forthwith to the tenant on registration,

and must also provide space for-

(i) the endorsement of approval by the tribunal (share farming agreements under section 11 of the Act only);

(ii) endorsement of maximum rent;

(iii) endorsement of any determination of a tribunal as to boundaries;

(iv) endorsement of any premium payable to the landlord on an extension of the tenancy in respect of improvements made to the land by the landlord with the consent of the tenant during the term of the expiring tenancy.

(2) The signature of any party to an instrument of tenancy shall be witnessed by one person who may not be the spouse of the person signing. In any case where the signatory does not understand the English language such witness must be sufficiently competent in English and a language understood by the signatory to properly certify having explained the tenancy agreement to him. If either party is illiterate he or she must sign by affixing their left thumb mark.

(3) The instrument of tenancy shall be in the form set out in the Third Schedule.
(*Substituted by Regulations 2nd July, 1969.*)

(4) Notwithstanding the provisions of this regulation, any instrument of tenancy entered into before the commencement of the Act may be in the form in which it was originally made.

Consents

52. Notwithstanding anything herein provided to the contrary the Registrar of Titles shall not be put to enquiry in respect of any consents required under the Act, and the lodging of any registrable document under the provisions of the Act shall be deemed to be prima facie evidence that all necessary consents have been obtained.

MISCELLANEOUS

Description of land

53. Whenever under the provisions of the Act and these Regulations it is necessary to describe a parcel of agricultural land not registrable under the Land Transfer Act such description shall include the certificate of title number of any freehold or registered leasehold of which it forms part, the lease number of any head lease and any local name for the land of the tikina in which it is situated. Reference should also be made to any prominent topographical feature.
(*Cap. 131.*)

Nominee of Permanent Secretary

54. The nomination of a nominee by the Permanent Secretary for Agriculture in relation to the Act shall be made in writing to a tribunal.

FIRST SCHEDULE

FORM 1

AGRICULTURAL LANDLORD AND TENANT ACT

Ref. No.....

CERTIFICATE OF MAXIMUM RENT

A determination of maximum rent was made by the tribunal on theday of19, as follows:-

Instrument of Tenancy No..... Description of
land.....
Certificate of Title (if applicable).....
Area (if surveyed).....
Aproximate area (if no survey)
Landlord at time of application
.....
Tenant at time of application.....
.....
Maximum rent.....

.....
Tribunal.

Date

FORM 2

AGRICULTURAL LANDLORD AND TENANT ACT

No.

R.R. No.

CERTIFICATE OF COMPENSATION DAMAGES OR COSTS

Reference No.....
Instrument of Tenancy No.....
Landlord's name.....
Tenant's name.....

In the determination of this reference it was ordered that the landlord/tenant should pay to the other party the following sum, being compensation for:-

	\$	c
Improvements.....		
Dilapidations.....		
Misrepresentation.....		
Costs.....		
Damages.....		
Compensation (section 18 (2))		
Total	\$	

.....
Tribunal.

Date.....

FORM 3

AGRICULTURAL LANDLORD AND TENANT ACT

No.
Fee
R.R. No.

**CERTIFICATE OF FAILURE BY TENANT TO OBSERVE THE
RULES OF GOOD HUSBANDRY**

I,, certify that I, being a person nominated by the Permanent Secretary for Agriculture under the provisions of the Agricultural Landlord and Tenant Act inspected the tenancy of at.....
.....

(Registered Instrument of Tenancy No.).

At the time of this inspection the tenant was/was not present (if not present state why he could not be there).

As a result of my inspection I found that the rules of good husbandry asset in section 13 (2) of the Act have not been observed in that: (give details)

This is a certificate of failure only. If you consider that the rules of good husbandry have been observed, you should write "No certificate issued" in the space above. The fees are still payable.

This certificate is prima facie evidence of the facts stated in it.

The maker may, however, be summoned by a tribunal to give evidence.

Authenticating
Stamp

Signed.....
Post
Date

Top copy for landlord.
Duplicate for landlord to serve on tenant.
TriPLICATE to be retained.

FORM 4

AGRICULTURAL LANDLORD AND TENANT ACT

No.
Fee
R.R. No

CERTIFICATE RECOMMENDING TENANT'S IMPROVEMENTS

I,, certify that I, being a person nominated by the Permanent Secretary for Agriculture under the provisions of the Agricultural Landlord and Tenant Act.
inspected the tenancy of.....
at
(Registered Instrument of Tenancy No.) on theday
of 19 ...

At the time of this inspection the landlord/landlord's agent
.....was/was not present.

As a result of my inspection I recommend the following improvements should be effected:

1. Clearing of the land.
2. Establishment of windbreaks.
3. Gully and watercourse measures.
4. Drainage.
5. Establishment of soil erosion control barriers.
6. Establishment of contour trench system.

(Cross out the inapplicable improvements and give details of those you recommend below. Where possible give sufficient description to identify work to be carried out as a result of this recommendation from measures taken previously).

Authenticating
Stamp

Signed.....
Post.....

Top copy for tenant.
Duplicate for tenant to give to landlord
Triplicate to be retained.

SECOND SCHEDULE
(Amended by Regulations 5th December, 1974)

FEES	\$ c
1. On any application to a tribunal	5.00
2. On any appeal to the central agricultural tribunal	10.00
3. On the issue of any summons to witness	0.50
4. On certifying a copy of any record	1.00
5. On issuing a certificate of compensation, damages or costs (Form No. 2)	0.25
6. On copies of proceedings for every hundred words or part of hundred words	0.05
7. For inspection of holding by nominee of Permanent Secretary for Agriculture to ascertain that rules of good husbandry have not been observed, a fee dependent upon the estimated acreage of the holding to be inspected, as follows:-	
Under 20 acres.....	10.00
Over 20 acres but less than 40 acres	20.00
40 acres or more-tribunal to fix amount but not less than....	20.00
8. For issue by nominee of Permanent Secretary for Agriculture of certificate of recommended improvements a fee dependent on estimated cost of improvements, as follows:-	
Where estimated cost of improvement less than \$402	4.00
Where estimated cost of improvement \$402 or more but less than \$1,002	10.00

Name, residence, occupation or other description in full and if of Indian descent the fathers name. (a) The landlord. (b) The tenant. (c) Described land and include sketch if desired on p.4. Quote C. T. number if applicable. (d) Method of payment. (e) delete as necessary

Note-It is an offence to accept more than the stated premium

with the premium of payable and (e) a further payment of..... for improvements provided by the landlord and subject to the conditions and covenants implied by virtue of the Agricultural Landlord and Tenant Act, and also the following covenants and provisos, that is to say:-

Note-Any one or all of the covenants and provisos 1-9 may be deleted or amended and any other conditions or covenants not inconsistent with the Agricultural Landlord and Tenant Act may be added by consent of both parties

- (1) Fruit trees growing on the demised land shall not be cut down without the written consent of the landlord.
- (2) The whole or any portion of the demised land used for the grazing of stock shall be enclosed with good and substantial fencing so that all stock kept upon the land shall at all times be adequately fenced in to the satisfaction of the landlord.
- (3) The tenant shall not obstruct in any way the free passage of any person over any public thoroughfare intersecting or adjoining the demised land and shall if required by the landlord so to do forthwith remove any crop or other obstruction placed by him on such public thoroughfare in contravention of this condition.
- (4) The tenant shall not remove or dispose of by way of sale or otherwise any forest produce growing upon the demised land without the written consent of the landlord first had and obtained and subject to such conditions as to the payment of royalty or otherwise prescribed by the Forest Regulations as the landlord may direct.
- (5) The tenant shall not fell trees or clear or burn off bush or cultivate any land within a distance of twenty-four feet from the bank of a river or stream or plant any crops within thirty-three feet of the centre of any public road or on a slope exceeding twenty-five degrees from the horizontal.
- (6) The tenant shall keep the demised land clear of all refuse, rubbish, weeds and unsightly undergrowth to the satisfaction of the landlord.
- (7) The tenant shall apply such measures to check soil erosion as may be required by the landlord in writing and shall maintain such measures to the satisfaction of the landlord:

Provided that any such measures qualifying as improvements under Part II of the Schedule to the Act shall have the recommendation of a nominee of the Permanent Secretary for Agriculture.

(8) The tenant shall not clear, burn off or cultivate or permit excessive grazing of the top twenty-five per cent of the hills (as measured vertically) which have a slope exceeding twenty-five degrees from the horizontal.

Here include any other covenants and provisos desired by the parties which do not conflict with the provisions of the Agricultural Landlord and Tenant Act

(9) The tenant shall bear, pay and discharge all existing and future rates, taxes or assessments, duties, impositions and out-goings whatsoever imposed or charged upon the demised premises or upon the owner or occupier in respect thereof or payable by either in respect thereof, landlords' property tax only excepted.

(10) This contract is subject to the provisions of the Agricultural Landlord and Tenant Act and may only be determined, whether during its currency or at the end of its term, in accordance with such provisions. All disputes and differences whatsoever arising out of this contract, for the decision of which that Act makes provision, shall be decided in accordance with such provisions.

I/We
to hereby accept this instrument of tenancy.

Dated the..... day of....., 19.....

The signature/left thumb mark of

.....
was made in my presence and I verily believe that such signature is of the proper handwriting/left thumb mark of the person described Landlord in the above instrument of tenancy as

.....
Landlord

the landlord and I certify that I read over and explained the contents hereof to the landlord in the language and he appeared fully to understand the meaning and effect thereof

.....
Witness (f)

If either person is illiterate he must sign by affixing his left thumb mark if possible. (f) and (g) Witnesses to be any person, not the spouse of the signatory, who (where applicable) is sufficiently competent in English and a language understood by the signatory to properly certify having explained the agreement.

The signature/left thumb mark of

.....
was made in my presence and I verily believe that such signature is of the proper handwriting/left thumb mark of the person described in the above instrument above described as

.....
Tenant

.....
that the tenant and I certify that I read over and explained

the contents hereof to the tenant in the
language and he appeared fully to understand the meaning
and effect thereof

.....
Witness (g)

NOTES for landlords -

S. 8 This Instrument of Tenancy must be registered as a deed with the Registrar of Titles as soon as practicable.

Instruments registrable as deeds may be sent duly stamped, to the Registrar of Titles. Fees payable are \$2 registration fee and 50c for a registered copy. You may post them if you live out of Suva but must give an address for the return of the registered copy.

S. 10 A registered copy of this instrument must be given to the tenant forthwith or registration.

Endorsements –

1. MAXIMUM RENT CERTIFICATES OR REASSESSMENT OF RENT
(Section 32)

Date	Tribunal Ref. No.	Rent

2. BOUNDARIES (Section 21 (1) (i))

Date	Tribunal Ref. No.

3. PREMIUM ON EXTENSION (Section 14 (2))

End of original term \$
End of first extension \$

Controlled by Ministry of Agriculture and Fisheries
