

CHAPTER 221

AGRICULTURAL HOLDINGS (OPTION TO PURCHASE) 1982-20

This Act came into operation on 9th April, 1982.

Amended by:

1985/131

Law Revision Orders

The following Law Revision Order or Orders authorized the insertion and removal of pages as the case may be under the Law Revision Act Cap.2 now repealed:

1985

1995

Guide to symbols in historical notes:

- indicates an amendment made by an Act

/ indicates an amendment made by statutory instrument

CHAPTER 221

AGRICULTURAL HOLDINGS (OPTION TO PURCHASE) 1982-20

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Agricultural Holdings (Option to Purchase) Act Cap. 221

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**BARBADOS****AGRICULTURAL HOLDINGS (OPTION TO PURCHASE)
1982-20**

An Act to make provision respecting the purchase by tenants of agricultural holdings for the purpose of facilitating agricultural development in Barbados.

[Commencement: 9th April, 1982]

Short title

1. This Act may be cited as the *Agricultural Holdings (Option to Purchase) Act*.

Interpretation

2. In this Act

“agricultural holding” has the meaning assigned to it by section 2(1) of the *Security of Tenure of Small Holdings Act*, Cap. 237;

“tenant” means a person who holds, or who 6 months prior to 9th April, 1982, held, a contract of tenancy within the meaning of section 2(1) of the *Security of Tenure of Small Holdings Act*, Cap. 237.

Purchase of agricultural holdings

3.(1) Notwithstanding any other law or any term or condition of any lease, contract or licence relating to a tenancy, it is a term or condition of every tenancy of an agricultural holding of a plantation specified in the *First Schedule* that a tenant, as of right and at his option may, if he is a qualified tenant, purchase the freehold of that agricultural holding at a price to be agreed upon between the landlord and the tenant.

(2) Subject to this Act, a qualified tenant of an agricultural holding is a tenant who, at 9th April, 1982,

(a) has been cultivating the agricultural holding for 5 consecutive years;
or

(b) has been cultivating the agricultural holding for 5 out of the last 7 years, immediately preceding that day.

(3) For the purpose of this section, a qualified tenant includes his spouse or child as defined by section 2 of the *Succession Act*, Cap. 249, living within the household of that tenant.

Exercise of option to purchase freehold

4.(1) A qualified tenant may exercise his option to purchase the freehold of the agricultural holding in respect of which he holds a contract of tenancy by giving notice to the landlord or his agent in the form set out in the *Second Schedule*.

(2) When a qualified tenant gives his landlord notice under subsection (1), it becomes the duty of the landlord to sell the freehold of the agricultural holding at the agreed price.

(3) Notwithstanding anything contained in any enactment, after 9th April, 1982, a magistrate may only make an order for recovery of possession of an

agricultural holding if he is satisfied that the proceedings for recovery of possession are not for the purpose of evading the requirements of this Act.

Determination of compensation

5. In the absence of an agreement between the landlord and tenant as to the purchase price, compensation payable in respect of the freehold to be acquired for the purposes of this Act shall be determined by a Judge of the High Court in accordance with the provisions of the *Land Acquisition Act*, Cap. 228.

Special powers of the Court

6.(1) Where a qualified tenant is unable to purchase the freehold of his agricultural holding because

- (a) the landlord does not reside or have an agent, in Barbados;
- (b) the landlord refuses to sell the agricultural holding in accordance with section 4(2); or
- (c) the landlord cannot be found or his identity cannot be ascertained,

the tenant may apply to the High Court, and the Court shall do all such things as are necessary in order to give the tenant a good title in accordance with this Act.

(2) In the exercise of its powers under subsection (1), the Judge shall determine the purchase price to be paid in accordance with the rules set out in section 11 of the *Land Acquisition Act*, Cap. 228.

Payment of purchase money into court

7.(1) Where the sale of an agricultural holding is effected in accordance with section 6(1), the tenant shall pay the purchase price into court.

(2) Where money is paid into court in accordance with subsection (1), that money shall be held by the Court until the person claiming it or any part thereof, proves his right to receive that money to the satisfaction of a Judge of the High Court.

Access to the Court generally

8. Notwithstanding that the landlord and a tenant may have agreed on a price for the purpose of the sale of an agricultural holding, the landlord or the tenant may appeal to the High Court for a variation of that agreement or in respect of any other matter arising out of that agreement.

Form of conveyances

9. The conveyance of a freehold for the purposes of this Act must be in the form set out in the *Third Schedule* or as near thereto as circumstances admit.

Regulations

10. Notwithstanding any other law, the Cabinet may, by regulations, fix the fees for all matters relating to the conveyance of freeholds under this Act.

Offences

11. A person who

- (a) contravenes this Act;
- (b) assaults, obstructs or interferes with any person acting or purporting to act under this Act,

is guilty of an offence and liable on summary conviction to a fine of \$1 000 or imprisonment for 6 months, or to both.

Application of *Tenancies Freehold Purchase Act, Cap. 239B*

12. Sections 14, 15, 16, 18 and 23 of the *Tenancies Freehold Purchase Act*, apply *mutatis mutandis* to this Act.

Amendment of First Schedule

13.(1) The Minister responsible for Agriculture, may by order amend the *First Schedule*.

- (2) An order under subsection (1) is subject to negative resolution.

FIRST SCHEDULE*(Section 3(1))**PLANTATIONS***1. CHRIST CHURCH**

Adams Castle
Balls
Bannantyne
Coverley
Fairy Valley
Hannays
Lowthers
Ridge
Searles
Spencers
Staple Grove
Wotton
Yorkshire

2. ST. ANDREW

Bawdens
Bruce Vale
Greenland
Haggatts
Rock Hall

Sedgepond

Turner's Hall

3. ST. GEORGE

Ashbury

Boarded Hall

Brighton

Bulkeley

Buttals

Constant

Cottage

Drax Hall

Fairview

Farm

Golden Ridge

Groves

Hanson

Jordans

Locust Hall

Mount

Stepney

Valley

Walkers

Windsor

Woodland

4. ST. JAMES

Apes Hill

Lancaster

Taitts

Waterhall

Westmoreland

5. ST. JOHN

Ashford

Bath

Bowmanston

Claybury

Cliff

Clifton Hall

Codrington

Colleton

Eastmonte

Edge Cliff

Guinea

Haynes Hill

Henley

Hothersal

Kendal

Lemon-Arbor

Malvern

Pool

Society

Todds

Wakefield

6. ST. JOSEPH

Andrews

Blackmans

Castle Grant

Easy Hall

Foster Hall

Frizers

Indian Pond

Joes River

Redland

Springfield

7. ST. LUCY

Alleynedale

Bourbon

Bromefield

Friendly Hall

Hannays

Harrisons

Hope

Mount Gay

Pickerings

Trents

8. ST. MICHAEL

Belle

Lears

Lower Estate

Neils

9. ST. PETER

Bakers

Battalleys

Black Bess

Castle

Colleton

Ebworth

Four Hill

Lamberts

Mangrove

Mt. Brevitor

Mt. Prospect

Orange Hill

Oxford
Pleasant Hall
Portland
Rock Hall
Six Men's
St. Nicholas
Warleigh
Welchtown
White Hall

10. ST. PHILIP

Bentley
Bushy Park
Byde Mill
Carrington
Chapel
Congo Road
Dodds
Edgecumbe
Foursquare
Fortescue
Frenches
Grove
Halton

Hampton
Harrow
Hillview
Mount Pleasant
Oldbury
Oughterson
Palmers
Pollard
River
Sunbury
Thickets
Three Houses
Vineyard
Woodbourne

11. ST. THOMAS

Applewhaites
Ayhsford
Bennetts
Canefield
Cane Garden
Clifton
Content
Dukes

Dunscombe

Endeavour

Exchange

Farmers

Fisherpond

Highland

Hopewell

Lamberts

Lion Castle

Mount Wilton

Strong Hope

Sturges

Vaucluse

Walkes Spring

[1985/131]

SECOND SCHEDULE*(s.4(1))**Agricultural Holdings (Option to Purchase) Act Cap. 221*

TENANTS NOTICE TO LANDLORD OF INTENTION TO PURCHASE THE
 FREEHOLD OF THE AGRICULTURAL HOLDING IN RESPECT OF
 WHICH HE HOLDS A CONTRACT OF TENANCY

To: (i).....

TAKE NOTICE THAT: I, the undersigned being a tenant of an agricultural holding comprised in (ii)..... in the parish of (iii).....hereby give notice of my intention to purchase the freehold of that holding in accordance with our agreement and the above-mentioned law.

Given under my hand the day of 19.....

.....

TENANT

Explanatory notes:

- (i) Insert name of person who owns the tenantry
- (ii) Give name of Plantation Tenantry within which the agricultural holding is comprised
- (iii) Name the parish in which the tenantry is situated.

THIRD SCHEDULE

(s.9)

FORM OF CONVEYANCE

BARBADOS

THIS CONVEYANCE is made the _____ day of _____ 19....
BETWEEN [Name of Vendor] of [address] (hereinafter referred to as the
Vendor) of the one part and [Name of Purchaser] of [address] (hereinafter referred
to as the Purchaser) of the other part

WHEREAS

- (i) The Vendor is seized of the property in the SCHEDULE hereto for an estate in fee simple free from encumbrances.
- (ii) The Purchaser is a qualified tenant under the *Agricultural Holdings (Option to Purchase) Act Cap. 221*.
- (iii) The Vendor has agreed with the Purchaser for the sale to him at the price of \$ _____ of the said property described in the SCHEDULE hereto in fee simple subject as hereinafter expressed but otherwise free from encumbrances.

NOW THIS CONVEYANCE WITNESSETH as follows:

In pursuance of the said agreement and in consideration of the sum of \$ _____ now paid by the Purchaser to the Vendor (the receipt whereof the Vendor hereby acknowledges) the Vendor as BENEFICIAL OWNER hereby conveys unto the Purchaser ALL THAT parcel of land described in the SCHEDULE hereto TOGETHER with all the rights appertaining or annexed to the property hereby conveyed as provided for by section 66 of the *Property Act, Cap. 221* TO HOLD the same unto the Purchaser in fee simple.

SCHEDULE

[Description of Property]