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**SCHEDULE.****CHAPTER 251.****RICE FARMERS (SECURITY OF TENURE).**

10 of 1945.

**An Ordinance to provide better security of tenure for tenant rice farmers; to limit the rent payable for the letting of rice lands; and for purposes connected with the matters aforesaid.**

[14TH JULY, 1945.]

Short title.

1. This Ordinance may be cited as the Rice Farmers (Security of Tenure) Ordinance.

2. In this Ordinance unless the context otherwise requires— Interpreta-  
tion.

“ agreement of tenancy ” or “ agreement ” means a letting of or agreement for letting rice lands;

“ holding ” means any rice land held by a tenant;

“ landlord ” means any person for the time being entitled to receive the rent or to take possession of any rice lands and includes the executors, administrators, assignees, legatee or trustee in insolvency of a landlord;

“ rent ” includes any reservation of padi by the yield or by the bed or acre; and, in relation to rent, “ payment ” includes delivery;

“ rice land ” means any land which is let or agreed to be let either wholly or mainly for the cultivation of padi and which is not let to the tenant during his continuance in any office, appointment, or employment held under the landlord but does not include any land forming part of any estate which, at the commencement of this Ordinance, is being used by its owner, or any person claiming title through the owner, for the cultivation of sugar cane or the production of rubber as his principal crop on such estate;

“ rules of good husbandry ” means, so far as is practicable, having regard to the character and position of the holding—

(a) the maintenance of the land and the parapets thereon clean and free from bush, grass and other obstacles; and

(b) such rules of good husbandry as are generally recognised as applying to holdings of the same character and in the same neighbourhood as the holding in respect of which the expression is to be applied;

“ rules of good estate management ” means, so far as is practicable, having regard to the character and position of the rice lands—

(a) the maintenance and clearing of dams, trenches and drains and koker runs; and

(b) where the lands are within a drainage and irrigation area, the execution and maintenance of such further works as may be required to ensure that the tenants obtain all the drainage and irrigation which it is reasonably possible for them to obtain; and

(c) such rules of good estate management as are generally recognised as applying to rice lands in the same neighbourhood;

“ tenant ” includes the executors, administrators, transferee or legatee of a tenant or other person deriving title from a tenant;

“ a year ” means the twelve calendar months commencing on the 1st May; and “ annual ” shall be construed accordingly.

Security of  
tenure of  
rice lands.

3. Anything in any law or in any agreement in respect of the letting of rice lands to the contrary notwithstanding, every agreement of tenancy, whether written or oral, shall be deemed to be an agreement of tenancy from year to year and no such agreement, whether made before or after the commencement of this Ordinance shall be terminated by the landlord or by the tenant, except as in this Ordinance provided.

Implied con-  
ditions in  
agreement  
of tenancy.

4. In every agreement of tenancy relating to rice lands the following conditions shall be implied—

(a) the tenancy shall be a tenancy from year to year commencing on the 1st May;

(b) rent, if payable in money, shall be an annual rent, and shall be paid by the tenant not later than the 31st December in each year;

(c) rent, if reserved in padi, shall be paid by the tenant not later than twenty-one days after the padi has been reaped;

(d) the landlord shall not evict the tenant or give him notice to quit or otherwise terminate the tenancy except as in this Ordinance provided;

(e) the tenant shall not terminate the tenancy except as in this Ordinance provided.

Specified  
conditions  
in agreement  
of tenancy.

5. (1) A condition in an agreement of tenancy whereby the tenant undertakes or agrees that all or some of the padi grown upon the holding shall either be milled at a mill owned, controlled or specified by the landlord or be sold to the landlord or to a person designated by him as hereinafter referred to as a “ specified condition ”.

(2) A specified condition shall be of no force and effect unless it is in writing or is reduced into writing within sixty days after the commencement of this Ordinance and is signed by the tenant.

(3) On and after the 1st January, 1946, a specified condition shall be of no force and effect unless—

(a) it is in writing and signed as aforesaid;

(b) the undertaking given by the tenant was in consideration of a loan of money made to him at his request by the landlord, and is expressed to have been so made, for the purpose of assisting him to plant, cultivate or reap his padi; and

(c) the milling fee to be charged in respect of each bag of rice is stated in cases where the specified condition is that the padi shall be milled at a mill owned, controlled or specified by the landlord.

(4) Where both specified conditions are contained in an agreement of tenancy the landlord may, if he so desires, elect which of the two shall continue to be binding on the tenant and, if he fails so to do within sixty days after the commencement of this Ordinance in the manner provided in subsection (5) of this section, both conditions shall be void and of no effect.

(5) An election by the landlord under the preceding subsection shall be of no force and effect unless it is in writing and is served on the tenant within the time prescribed in the said subsection.

(6) Where both specified conditions are contained in an agreement of tenancy made after the commencement of this Ordinance they shall be void and of no effect.

6. A tenant may terminate his agreement of tenancy relating to rice land by giving to the landlord not less than six months' notice in writing expiring on the 30th April in any year: Termination of tenancy by tenant.

Provided that if there is in any written agreement, made before the commencement of this Ordinance, express provision relating to the termination of the tenancy by the tenant the agreement may be terminated by the tenant either in accordance with the terms of the agreement or by giving to the landlord the notice prescribed in this section.

7. A landlord shall be entitled to give his tenant not less than one month's notice to quit his rice land in any of the following cases, that is to say— Termination of tenancy by landlord.

(a) if, where the rent is payable in money, the tenant fails to pay the same by the 31st December in any year; or

(b) if the tenant, not having previously paid his rent, removes his padi from the land let to him, without the permission of his landlord; or

(c) if, where padi is reserved as rent, the tenant fails to pay the same within twenty-one days after it has been reaped; or

(d) if the tenant, without any reasonable excuse, fails to plant or cultivate any padi or reap a crop in any year; or

(e) if the tenant commits a breach of a specified condition; or

(f) if, where a landlord has constructed or maintained any dam, trench, drain or koker run, the tenant by any wilful or negligent act or omission causes damage to any such work; or

(g) if the tenant is convicted of any offence involving fraud or dishonesty in respect of any agricultural produce or live-stock or if the tenant is convicted of having caused malicious damage to the property of the landlord or of other tenants of the landlord:

Provided that if at the time of such conviction the tenant has a crop growing on the land the landlord shall not require the tenant to quit until the crop has been reaped.

Avoidance  
of notice  
to quit.

8. Where a landlord of rice land has served a notice to quit on a tenant during the period subsequent to the 27th April, 1945, and before the commencement of this Ordinance, that notice shall not be of any legal effect unless it has been given by reason of any breach or non-fulfilment of any of the terms or conditions in the agreement of tenancy.

Certificate  
of non-  
observance  
of the rules  
of good  
husbandry,  
etc.

9. (1) If any question or difference arises with respect to the non-observance by the tenant of the rules of good husbandry or the non-observance by the landlord of the rules of good estate management, the tenant or the landlord as the case may be, may apply to the district commissioner for the district in which the holding is situate for a certificate that the tenant or the landlord is not observing the rules of good husbandry or the rules of good estate management, as the case may be.

(2) On any such application being made, the district commissioner, after giving to the tenant and landlord an opportunity of being heard, shall, if he thinks fit, either grant or refuse the certificate within one month after the date of the application.

(3) In deciding whether to grant or refuse a certificate the district commissioner may obtain and act upon the advice of a person nominated in that behalf by the Director of Agriculture.

(4) Where the difference which has arisen relates to or involves the execution of any work by the landlord in or upon any land within a drainage and irrigation area the certificate given by the district commissioner shall be of no effect unless and until it has been approved by the Drainage and Irrigation Board.

(5) A certificate granted under this section shall entitle the party to whom it is granted to determine the tenancy by notice to the other party and the time within which the notice is to be given and the period of notice to be given shall be specified in the certificate.

Transfer  
of agreement  
of tenancy.

10. (1) A tenant of rice land may at any time, with the consent of his landlord, transfer his agreement of tenancy.

(2) If a tenant desires to transfer his agreement of tenancy and his landlord is or appears to be unwilling to give his consent to the transfer, the tenant shall send or give to his landlord written notice of his desire to transfer his agreement and he shall at the same time send or give a copy of the notice to the district commissioner.

(3) At any time after the receipt of the copy of the notice aforesaid the district commissioner may require the landlord and the tenant to furnish him within a specified time with the answers to such particulars of information as he may reasonably require.

(4) On receipt of the answers to the particulars aforesaid or after the time within which such answers may be furnished has expired the district commissioner shall inquire into the matter and if he considers that the landlord is withholding his consent unreasonably he may declare that the tenant shall be entitled to transfer his agreement of tenancy on a day to be specified by him.

(5) A transfer of an agreement of tenancy by virtue of the declaration of a district commissioner under the preceding subsection shall be a valid transfer and shall operate in all respects as if the transfer had been made with the consent of the landlord.

(6) Anything in any law to the contrary notwithstanding, on the transfer of an agreement of tenancy under this section, all the interest, rights, obligations and liabilities of the tenant shall vest in and be imposed upon the transferee absolutely.

11. A tenant of any rice land may, by will or other testamentary writing, bequeath his agreement of tenancy to any person (in this section referred to as the legatee) subject to the following provisions—

Bequest of agreement of tenancy.

(a) the legatee or the executor shall notify the landlord of the testamentary bequest within twenty-one days after the death of the tenant, unless they are prevented by some unavoidable cause from notifying him within that time, and in that event they shall notify him as soon as possible thereafter;

(b) the transfer to give effect to the bequest shall be subject to the consent of the landlord which said consent shall not be unreasonably refused;

(c) if under this section a landlord refuses to grant his consent he shall, in writing, so inform the legatee and shall state the reasons for his refusal of consent;

(d) any legatee who is aggrieved by any refusal of consent by a landlord under this section may appeal to the district commissioner and the decision of the said commissioner shall be final.

Resumption  
of lands by  
landlord.

12. (1) A landlord who desires to resume possession of any rice land in order that the lands may be used for any other purpose may make application in writing to the district commissioner for leave to give his tenant notice to quit and the district commissioner, subject to the conditions in this section provided and after giving to the tenant an opportunity of making any representations he desires to make, may, if he is satisfied that the application is made in good faith and that it ought to be granted, give leave to the landlord to determine the tenancy.

(2) A notice to quit given under the preceding subsection shall not be of any legal effect unless—

(a) the landlord gives at least six months' notice in writing ending on the 30th April;

(b) where the land had been broken in for the cultivation of padi by, or at the expense of, the tenant within three years of the date when the notice is due to expire, the landlord, at the time of the service of the notice pays to the tenant such sum of money by way of compensation as the district commissioner may assess.

(3) In any case where it is deemed reasonable the Governor in Council may grant leave to a landlord to terminate a tenancy either forthwith or at such notice as may be specified and in any such case the Governor in Council may make the grant of leave subject to conditions.

Standard  
rent.

13. (1) Subject to the provisions of this section, the standard rent of any rice land shall be the rent, or the average rent as the case may be, which was payable for the letting of such land during the year 1941:

Provided that, where in the case of any rice land—

(a) the standard rent as computed under this subsection is not more than forty *per centum* above the rent charged for the same land in the year 1939; and

(b) the rent of such land in the year 1941 was less than that which, having regard to the rents charged in respect of rice lands in that locality, the landlord could have obtained from a farmer who was desirous of earning his livelihood by growing padi but who, at the time, had no holding;

the standard rent shall be fixed in the manner provided in subsection (2) of this section.

(2) Where during the year 1941—

- (a) any rice land was not then let as rice land; or
- (b) the rent charged for the letting of any rice land depended on the yield or the average yield of padi; or
- (c) no rent was charged for any rice land;

it shall be lawful for the district commissioner, upon the written application in that behalf being made by the landlord, to fix the standard rent of such rice land.

(3) In fixing the standard rent in any case where the rent charged depended on the yield of padi, the district commissioner may fix the standard rent on the basis of the yield but in such event he shall fix the maximum quantity that may be claimed from the yield as standard rent.

(4) In fixing the standard rent the district commissioner may obtain and act upon the advice of a person nominated in that behalf by the Director of Agriculture and he shall also have regard to—

- (a) the suitability and accessibility of the land as rice land;
- (b) the yield of padi as compared with the yield of padi during the year 1941 from rice lands in the neighbourhood;
- (c) the condition of the land with respect to the drainage and irrigation thereof as compared with the condition of other rice lands in the neighbourhood; and
- (d) the rent charged during the year aforesaid for rice lands in the neighbourhood.

14. (1) Subject to the provisions of this section, the maximum rent which any landlord may charge any tenant in respect of rice land shall be the aggregate of the following—

- (a) the standard rent;
- (b) an amount not exceeding ten *per centum* of the standard rent; and

(c) if the drainage and irrigation or drainage or irrigation rate in any year is in excess of that paid in respect of the same land in the year 1941, an amount which shall bear the same proportion to the difference between the two rates aforesaid as the area of the tenant's rice land bears to the total area in respect of which the landlord is assessed.

(2) If in any year the drainage and irrigation or drainage or irrigation rate is less than that paid in respect of the same land in the year 1941, an amount which shall bear the same proportion to the difference between the two rates aforesaid as the area

Restriction on increase of rent and recovery of excesses of padi.



of the tenant's rice land bears to the total area in respect of which the landlord is assessed shall be deducted from the standard rent for that year.

(3) When the rent of any rice land exceeds the maximum amount permitted under this section the amount of the excess shall, notwithstanding any agreement to the contrary, be irrecoverable from the tenant.

(4) Where, in respect of any period subsequent to the 1st January, 1945, any tenant has paid, whether before or after the aforesaid date, rent for the holding, or any sum on account of such rent, which exceeded the maximum rent permitted under this section the amount of such excess shall, notwithstanding any agreement to the contrary, be recoverable from the landlord who received the payment, or from his legal personal representative, by the tenant by whom it was paid and the tenant may, without prejudice to any other mode of recovery, deduct such excess from any rent payable by him to the landlord.

(5) In this section any reference to the recovery of any amount of rent paid in excess shall, where padi is reserved as rent, be construed as a reference to the recovery of the value in money of the excess at the time of payment.

Irrigation water supplied by landlord by mechanical means to be subject of separate contract.

15. As from the commencement of this Ordinance, in any area where a landlord is able and willing to provide a tenant's rice land with water by mechanical means and the tenant desires such service, the landlord shall inform such tenant in writing of the charge, if any, proposed to be made for this service and, if the tenant agrees with the charge and so informs the landlord, such agreement shall constitute a valid and lawful contract.

Provisions relating to agreements.

Schedule.

16. (1) If an agreement of tenancy is in writing the original document and two copies thereof shall be delivered to the district commissioner and after they are endorsed in the manner set out in the schedule hereto the original shall be filed in the office of the district commissioner and one of the copies shall be given to the landlord and the other to the tenant.

(2) In any proceedings relating to the agreement of tenancy the original document and any certified copy thereof duly endorsed shall be conclusive evidence of the terms of the agreement and of the due execution of the agreement:

Provided that if objection is made to the production of a certified copy it shall be received in evidence as *prima facie* evidence only of the matter aforesaid.

(3) A landlord or tenant may obtain from the district

commissioner an additional certified copy of the agreement on payment of a fee of twenty-four cents.

17. Anything which by or under this Ordinance is required or authorised to be done to, by, or in respect of the landlord of a holding may be done to, by, or in respect of any agent of the landlord duly authorised in that behalf. Agents of landlords.

18. Without prejudice to any proceedings which may be taken under any Ordinance imposing stamp duties on the execution of instruments, it shall be no objection to any agreement, transfer or authorisation which may be made under this Ordinance by reason only that the agreement, transfer or authorisation is not stamped or is not sufficiently stamped or, in the case of an agreement (other than an agreement containing a specific condition), that the agreement or some memorandum or note thereof is not in writing and signed by the party to be charged. Validity of agreements, etc.

19. Any provision in any agreement between a landlord and tenant whereby the tenant purports to contract himself out of the provisions of this Ordinance shall be null and void. Contracting out of Ordinance.

20. Notwithstanding any provision in an agreement of tenancy 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 in the agreement, neither party shall be entitled to recover any sum in consequence of any such breach or non-fulfilment in excess of the damage actually suffered by him in consequence of the breach or non-fulfilment. Extent of damages and penalties recoverable.

21. (1) A landlord or tenant may appeal by way of petition in writing to the Governor against any decision of the district commissioner given under the provisions of this Ordinance. Appeal.

(2) The petition shall contain the material facts on which the petitioner relies and shall be sent to the Chief Secretary within thirty days after the petitioner has received notice of the decision and a copy of the petition shall be sent to the district commissioner within the same period.

(3) Upon receipt of the copy of the petition the district commissioner shall prepare a statement of the reasons for his decision and shall forward it to the Chief Secretary.

(4) The Governor, after consideration of the petition and the statement of the reasons for decision, may vary or reverse the decision or refuse to grant the prayer of the petition, and the decision of the Governor shall be final.

Appointment  
of person to  
perform  
duties of  
district  
commissioner.

22. (1) Subject to the provisions of this section, the Governor may, by notice published in the Gazette, appoint a person to exercise any of the powers vested in, and to perform any of the duties assigned to, a district commissioner by this Ordinance.

(2) Any person appointed under this section may exercise the powers vested in, and perform the duties assigned to, him in respect of rice lands in any part of the Colony and it shall not be necessary to appoint him to any specified district.

(3) The duty to accept, endorse and file agreements of tenancy under subsection (1) of section 16 of this Ordinance shall not be assigned to the officer appointed under this section.

General  
savings of  
rights.

23. Except as in this Ordinance expressly provided, nothing in this Ordinance shall prejudicially affect any power, right or remedy of a landlord, or tenant, or other person, vested in or exercisable by him by virtue of any other Ordinance or law, or under any custom of the country, or otherwise, in respect of any agreement of tenancy or other contract, or of any fixtures, tax, rate, rent or other thing.

Duration of  
Ordinance.

24. Subject to the provisions of this section, this Ordinance shall continue in force until the last day of April, 1947:

Provided that the Legislative Council may, prior to the expiration thereof, by resolution\* declare that this Ordinance shall continue in force for such further period as may be specified in the resolution and may from time to time, prior to the expiration of the Ordinance as continued by any resolution, similarly declare that it shall continue for any specified time.

s. 16 (1).

#### SCHEDULE.

1. The original document of an agreement of tenancy shall be endorsed as follows—

“ Filed in the office of the district commissioner at.....  
on the.....day of.....19.....

(Signed).....  
District Commissioner.

2. The copies of the original document aforesaid shall be endorsed as follows—

“ The original of which this, a true copy, was filed in the office of  
the district commissioner at.....on the.....  
day of.....19.....

(Signed).....  
District Commissioner.”

\*Resolution No. XXXI of the 9th March, 1951, declared that the Ordinance should continue in force for a further period of three years from the 1st May, 1951.