

**SHOOTING AND FISHING LEASES ACT**

Act 9 of 1966 – 14 May 1966

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**SHOOTING AND FISHING LEASES ACT**

**1. Short title**

This Act may be cited as the Shooting and Fishing Leases Act.

**2. Interpretation**

In this Act—

“eco-tourism activities” means such nature-based or adventure-related tourism activities as may be prescribed;

“lease” means a lease of the right—

- (a) to shoot and go in pursuit of game;
- (b) to fish, hunt or fowl; and
- (c) subject to the payment of such fees as may be prescribed, to carry out eco-tourism activities,

on State land;

“Minister” means the Minister to whom responsibility for the subject of agriculture is assigned;

“year of the lease” means the period extending from 8 September in any year to 7 September in the following year.

[S. 2 amended by Act 48 of 1991; s. 46 (a) of Act 18 of 2016 w.e.f. 7 September 2016.]

### **3. Methods of granting lease**

(1) The Minister may—

- (a) order a lease to be put up for public auction;
- (b) order that tenders be called for the grant of a lease, the Government not being bound to accept the highest or any tender; or
- (c) grant a lease on such terms and conditions as he may determine.

(2) (a) For the purpose of securing the observance, by the adjudicatee, of a lease put up for public auction, of the terms and conditions of that lease, the adjudicatee shall, immediately after the adjudication, deposit in the hands of the auctioneer, a sum equal to one year's rent, or subscribe a security bond, together with 2 sureties, in a sum equivalent to one year's rent.

(b) Where the adjudicatee does not make the deposit or subscribe the security specified in paragraph (a), the adjudication shall be annulled and the lease put up for auction anew.

(3) (a) A deposit made under subsection (2) shall be refunded or, where a security bond has been subscribed, the bond shall be null and void, at the expiry of the original lease or on termination.

(b) The deposit or bond shall be forfeited or estreated, as the case may be, where the adjudicatee fails to comply with the lease or where the lease is cancelled under section 5, 8 or 9.

[S. 3 repealed and replaced by Act 3 of 1983.]

### **4. Commencement of lease**

The date of commencement of a lease shall—

- (a) where the lease is put up to public auction, be the date of the adjudication; and
- (b) in any other case, be such date as the Minister may fix.

### **5. Deed of lease**

(1) Every lease shall be witnessed by a deed drawn up in 3 originals in the form set out in the Schedule.

(2) The deed of lease shall be—

- (a) signed by the lessee and by the Minister or such officer of his Ministry as he may designate in writing for that purpose; and
- (b) stamped and registered.

(3) One of the originals of the deed shall remain with the lessee, one with the Conservator of Forests and the third shall be transcribed in the office of the Registrar-General under the Transcription and Mortgage Act.

(4) No deed under this section shall be signed unless the lessee has complied with section 8 and has paid all applicable stamp, registration and transcription duties.

(5) Where the lessee fails to sign the deed within one month of the commencement of the lease, the Minister may notify the lessee in writing that the lease is cancelled, and the lease shall consequently be cancelled.

#### **6. Plan to be attached to deed**

There shall be attached to the deed of lease a plan showing the boundaries of the land to which the lease refers.

#### **7. Duration of lease**

A lease granted under this Act shall not exceed 14 years.

#### **8. Payment of rent**

(1) The rent payable under a lease shall be paid in advance to the Conservator of Forests as follows—

- (a) where a lease begins on 8 September in a year, the lessee shall, before the deed of lease is signed, pay the rent in respect of the first year of the lease, and thereafter pay the rent in respect of every following year of the lease on or before 1 April preceding the following year of the lease;
- (b) where a lease begins on a date between 8 September in a year and 2 May of the following year, the lessee shall, before the deed of lease is signed, pay the proportional part of a year's rent in respect of the period extending from that date to 7 September next, and thereafter pay the rent in respect of every following year of the lease on or before 1 April preceding the following year of the lease; and
- (c) where a lease begins on a date between 1 May in a year and 8 September in that year, the lessee shall, before the deed of lease is signed, pay the proportional part of a year's rent in respect of the period extending from that date to 7 September of the following year, together with the rent in respect of the following year of the lease, and he shall thereafter pay the rent in respect of every other following year of the lease on or before 1 April preceding such other following year of the lease.

(2) Where the rent in respect of the second or any following year of the lease is not paid in accordance with this section, the Minister may notify the lessee in writing that the lease is cancelled, and the lease shall consequently be cancelled.

#### **9. Enjoyment of rights by lessee**

(1) The lessee shall not enjoy any of the rights leased to him under this Act in respect of any period of the lease extending from 1 June in any year to 7 September in the same year unless and until he has paid the rent in respect of the following year of the lease in accordance with section 8.

(2) A lessee enjoying any of the rights leased to him under this Act in breach of subsection (1) shall commit an offence and shall, on conviction, be liable to a fine not exceeding 1,000 rupees and to imprisonment for a term not exceeding one year.

(3) The Minister may notify a lessee convicted under subsection (2) in writing that the lease is cancelled, and the lease shall consequently be cancelled.

#### **10. Extension of lease**

(1) (a) On the application of a lessee whose lease has been granted for a period of less than 14 years, the Minister may, subject to such conditions as he thinks fit to impose, and to paragraph (b), extend the duration of the lease for a further period without putting the lease up to public auction or calling tenders for it.

(b) No lease shall be extended so that its total duration exceeds 14 years.

(2) No extension shall be granted unless the Minister is satisfied that the lessee has properly preserved the game and duly fulfilled the conditions of the lease.

#### **11. Lessee not to have possession**

A lease shall not give to the lessee the possession of the land within the limits of which the rights leased are to be exercised and, subject to this Act and to the conditions of the lease, that land shall remain in the possession of the Government.

#### **12. Erection of building**

(1) The lessee may erect a shooting lodge and outbuildings on the land on which the rights are leased provided he obtains the approval of the Minister in writing.

(2) The lessee may remove the buildings erected under subsection (1) within one month of the date of expiry or of cancellation of his lease and, where he fails to do so, the buildings shall become the property of the Government without payment of any indemnity.

#### **13. Leases of contiguous portions**

Where a person holds leases on contiguous portions of State land and those leases terminate at different periods, the Minister may, on the application of that person, cancel those leases and grant him a new lease on the whole of those contiguous portions.

[S. 3 amended by Act 48 of 1991.]

#### 14. Lessee's duty to have employee

(1) The lessee shall take such reasonable steps as may be necessary to prevent poaching on the land on which the rights are leased, and employ at least one employee at all times on the land for that purpose.

(2) The employee shall, where required by a forest or police officer, assist in the execution of the law for the purpose of effecting an arrest or seizure, or of preventing an escape.

(3) Any employee who fails to comply with subsection (2) shall commit an offence and shall, on conviction, be liable to a fine not exceeding 50 rupees.

#### 15. —

#### 16. Rights in irrigation reservoirs

Notwithstanding any other enactment, the Minister may order that the right of fishing and boating in irrigation reservoirs be leased, by private contract, for such period and subject to such terms and conditions as he may determine.

#### 17. Lease of *gardiennage* rights

The Minister may, by private agreement, lease *gardiennage* rights, without the right to shoot, fish or carry out eco-tourism activities, over State land, for such period and subject to such terms and conditions as he may determine.

[S. 17 amended by Act 48 of 1991; s. 46 (b) of Act 18 of 2016 w.e.f. 7 September 2016.]

#### 18. Regulations

(1) The Minister may make regulations for the purposes of this Act, and in particular, but without prejudice to the generality of that power, may make regulations—

- (a) for the levying of charges and the taking of fees;
- (b) amending the Schedule.

(2) Any regulations made under subsection (1) may provide that any person who contravenes them shall commit an offence and shall, on conviction, be liable to a fine not exceeding 20,000 rupees and to imprisonment for a term not exceeding one year.

[S. 18 inserted by s. 3 of Act 3 of 2017 w.e.f. 13 May 2017.]

**SCHEDULE**

[Section 5 (1)]

1. This lease made on ..... (*date*) between the Government of Mauritius, represented by the Conservator of Forests delegated, by the Ministry of Agro-Industry and Food Security (the lessor) on the one part, and ..... (*lessee*) on the other part.

2. Shooting and fishing rights and the rights to carry out eco-tourism activities are vested into the lessee for the period during which the lease agreement is in force and within the limits of a portion of land of an extent of ..... hectares, situate in the District of ..... (*name of district*) with Parcel Identification Number ..... (PIN).

3. The lessee shall hold the lease as from ..... (*date*) for a term of ..... (*no.*) years ..... (*no.*) months ..... (*no.*) days, terminating on 7 September ..... , yielding during that term the annual rent of ..... (*amount*) rupees payable in advance in accordance with section 8 of the Shooting and Fishing Leases Act and on the following conditions—

- (a) the lessee shall not assign or sublet the whole or any part of his interest in this lease without the prior written consent of the lessor;
- (b) any unlawful destruction or cutting of trees shall be a ground for cancellation of the lease where the breach has been committed on the land by the lessee or by any other person with his knowledge;
- (c) where the land is claimed by a lawful owner, other than the lessor, it shall be given up by the lessee without indemnity, except that the proportional part of a year's rent as may have been paid in advance at the time the land is given up shall be refunded;
- (d) the lessor reserves the right at any time, if he thinks fit in the public interest, to make roads, causeways or bridges on the land, and to build on, to fence in or, for nursery or other purposes, to cultivate any portions of the land;
- (e) the lessor reserves the right to exclude any portion of the land from the operation of the lease, subject to a proportional reduction of rent;
- (f) forest nurseries, forest stations and the land within a radius of 100 metres are excluded from the operation of the lease;
- (g) the lessor may—
  - (i) fell, convert and transport trees and timber or cause them to be felled, converted and transported;
  - (ii) dispose of bamboos and forest produce generally;
  - (iii) introduce plants or seeds;
  - (iv) destroy, or burn noxious growth; and
  - (v) carry on other operations connected with forestry on the land,
- (h) the lessor may, after notifying the lessee, authorise the public to enter the land between sunrise and sunset for the purpose of collecting fodder, firewood, honeysuckle, guavas or any other fruits, subject to such conditions as he may determine;
- (i) a forest officer and a person authorised by the lessor may use the roads and rides on the land, subject to such conditions as he may determine;
- (j) the lessee reserves the right to abandon, by written notice to the lessor, the lease if he finds that the acts referred to in paragraphs (d), (e) and (g) are prejudicial to the enjoyment of his rights, but he shall not be entitled to any compensation;

**SCHEDULE—continued**

- (k) the lessor may, if he thinks fit in the public interest, cancel this lease UV giving 3 months' notice of the cancellation to the lessee;
- (l) in case of cancellation or on expiry of the lease, the lessee shall be entitled only to such compensation as the lessor thinks fit to grant for any expenses incurred by the lessee on account of any building erected or in importing or raising game on the land;
- (m) the lessee shall, at his own expense, clean and keep open, to the satisfaction of the lessor, during the term of his lease, a space of a width of 4 metres on his side of or along the boundary lines between the land and other lands, or between 2 or more State lands which may form part of the total area of the land;
- (n) the lessee shall clean the rides (*brisée*) and paths and keep them open to a minimum width of 4 metres;
- (o) the boundaries, and the rides and paths referred to in paragraph (n) shall be those shown clearly on the plan attached to the lease;
- (p) where the lessee fails to maintain the rides and boundary lines as required under this lease, the lessor may serve a written notice on him to maintain the same, and where, within 14 days, the work is not executed, it may be executed by order of the lessor at the expense of the lessee;
- (q)
  - (i) the lessee may, with the written consent of the lessor, clear definite spots on the land, with a view to establishing grazing places or deer, and openings for sportsmen, provided that the area of any such spot shall not exceed 0.42 hectares (one arpent) and that the sum total of all the are cleared shall not be more than 5 per cent of the surface of the land aforesaid;
  - (ii) the disposal of the trees removed from such spots shall be subject to the decision of the lessor;
  - (iii) the lessor shall not plant trees on the spots which shall always be kept free, by the lessee, from noxious growth.

4. (1) The lessor may authorise the lessee to carry out any prescribed eco-tourism activity on the land subject to payment of such fee as may be prescribed.

(2) The lessee shall comply with the general conditions specified in the annex and such other conditions as the lessor may determine for the purposes of carrying eco-tourism activities on the land.

5. At the expiry of the lease, or on its cancellation for non-fulfilment or breach of any of the conditions of the lease, the lessee shall yield up the land thereby leased to him no wise deteriorated in value as they stand at the date of the presents without any claim whatsoever for indemnity.

6. If the lessee is wound up before the expiry of this lease, the lease shall come to an end on such winding up.

7. The lessee shall give 3 months' notice if he wishes to terminate or renew the lease.

8. The lessee shall bear the costs of the registration of the lease agreement and pay such stamp duty as may be prescribed.

9. If the lessee contravenes any conditions specified in this lease, the lessor may, 48 hours after the issue of a notice to the lessee by registered post, stating that the conditions of the lease have not been complied with, cancel the lease without paying any indemnity to the lessee.

**SCHEDULE—continued**

Made in triplicate on ..... 20 .....

.....  
Signature of Lessor

Lessee

Conservator of Forests  
representing the Ministry  
of Agro Industry and  
Food Security

**ANNEX**

1. (1) All necessary permits and clearances from the relevant authorities, including Building and Land Use Permit, Tourist Enterprise Licence, Environment Impact Assessment (EIA)/ Preliminary Environmental Report (PER), if applicable, shall be obtained and all conditions attached therewith shall be scrupulously observed.

(2) A copy of all permits and clearances obtained shall be submitted to the Conservator of Forests.

2. The lessee shall comply with the Forests and Reserves Act, Shooting and Fishing Leases Act, Native Terrestrial Biodiversity and National Parks Act, Environment Protection Act and all other related laws, regulations and policies.

3. The lessee shall not alter or damage the natural landscape of the area and the flora, fauna and ecosystem.

4. The lessee shall obtain prior approval from the Conservator of Forests for felling of trees on site and any re/afforestation within the site.

5. The lessee shall not construct any structure without the approval of the Conservator of Forests.

6. The proposed activities shall be eco-friendly and make use of energy saving devices such as photovoltaic panels, solar water heater, composting, rain water harvesting, sorting of waste, recycling and eco bulbs.

7. The lessee shall comply with any contingency plan in response for handling accidents, emergencies which may threaten the environment in relation to eco-tourism activities.

8. The lessee shall submit a Fire Management Plan with the authorisation and coordination of the Mauritius Fire and Rescue Service.

9. (1) Every green and biodegradable waste shall be composted.

(2) Every solid waste and non-compostable waste shall be collected and disposed of to the satisfaction of the relevant authorities.

10. Waste water treatment and disposal shall be to the satisfaction of the Waste Water Management Authority.



- 11.** Extraction of water from natural sources, including boreholes and aquifers, shall be subject to approval from relevant authorities.
- 12.** The lessee shall take necessary precautions and mitigating measures shall be undertaken to mitigate soil erosion and land degradation.
- 13.** The lessee shall take necessary precautions and measures shall be taken to prevent any hydrocarbon spills from vehicles and from the stand by generator and diesel storage tanks.
- 14.** (1) Access shall be, as far as possible, by trails.  
(2) Where there is a need for road access, it shall be so designed in consultation with the relevant authorities.
- 15.** The lessee shall not cause flooding and ponding on site.
- 16.** The lessee shall, during the implementation of the activities, not to cause any nuisance by way of noise and dust pollution to the public and the surrounding environment.
- 17.** Any deviation on the proposed activities shall be subject to an application to the Conservator of Forests.

[Sch. amended by Act 48 of 1991; repealed and replaced by s. 3 of GN 27 of 2018 w.e.f. 8 March 2018]

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