

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[S. 3 repealed and replaced by Act 3 of 1983.]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

This lease made on between the Government of Mauritius, represented by the Minister of Agro-Industry (the lessor) on the one part, and(the lessee) on the other part.

Witnesses that the lessor leases to the lessee, who accepts it, the rights of shooting and fishing within the limits of a portion of land (the land) containing about arpents, situate in the District of

To have and to hold from for the term of years months.....days, terminating on 7 September yielding during that term the annual rent of 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 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 by the lessee or by any other person with his knowledge on the land;
- (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, and to a refund of a proportional part of the security deposit;
- (f) forest nurseries, forest stations and the land within a radius of 300 feet 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; and
 - (iv) destroy, or burn noxious growth and 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 or guavas;
- (i) a forest officer and a person authorised by the Conservator of Forests may use the roads and rides on the land;
- (j) the lessee reserves the right by written notice to the lessor, to abandon the lease if he finds that the acts mentioned in paragraphs (d), (e), and (g) are prejudicial to the enjoyment of his rights, but he shall not be entitled to any compensation;
- (k) (i) the lessor may, if he thinks fit in the public interest, cancel this lease by giving 3 months' notice of the cancellation to the lessee;

