

**Legislation of Sierra Leone. 1927.**

*Amended by sec. 2 of No. 34/1928  
R. 15/1930.*

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*Protectorate Land Ordinance, 1927.*



COLONY OF SIERRA LEONE.

No. 16 of 1927.

(L.S.)

In His Majesty's name I assent  
to this Ordinance this fifth day  
of July, 1927.

A. R. SLATER,  
*Governor.*

**AN ORDINANCE to Make Provision Relating  
to the Tenure of Land by Non-Natives in  
the Protectorate.**

Date of  
commence-  
ment

*(1st August, 1927.)*

Preamble

**WHEREAS** all land in the Protectorate is vested in the tribal authorities who hold such land for and on behalf of the native communities concerned :

**AND WHEREAS** it is expedient to make provision regulating the interests in land, which such tribal authority may grant to non-natives :

**NOW THEREFORE, BE IT ENACTED** by the Governor of the Colony of Sierra Leone, with the advice and consent of the Legislative Council thereof, as follows :—

Short title,  
constructio  
and  
commence-  
ment

1. This Ordinance may be cited as the Protectorate Land Ordinance, 1927 ; it shall be read and construed as one with the Protectorate Ordinance, 1924 (in this Ordinance referred to as the Principal Ordinance), and shall come into operation on the first day of August, 1927.

Interpreta-  
tion

2. In this Ordinance unless the context otherwise requires, "Decree Book" means any book of record of such a nature as those in which, before the passing of this Ordinance, there were entered the terms on

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which tribal authorities consented to the settlement of non-natives on lands in the Protectorate ; or any other form of record which the Governor shall by Order prescribe.

“Deed” means an agreement under seal.

“Tribal Authority” means paramount chiefs and their councillors, and men of note, or sub-chiefs and their councillors, and men of note.

“Tenancy at Will” means a tenancy in which the lessee holds at the will of the lessor and which may be determined without notice by either the lessor or the lessee.

“Tenancy on Sufferance” means the tenancy of a person who having originally come into possession of land by a lawful title holds such possession after the determination of his title. Such tenancy may be determined without notice by the lessor.

“A term of years” means an interest in land created by lease and subject to a yearly rent payable at regular periodic intervals.

A lease” means a grant of the possession of land by the tribal authority, as lessor, to a non-native, as lessee, for a term of years or other fixed period with the reservation of a rent.

A person who, under the provisions of the Principal Ordinance is deemed to be not a native merely by reason of his being employed in the service of His Majesty shall not for the purposes of this Ordinance be deemed to be a non-native.

3. (1) No land in the Protectorate shall be occupied by a non-native unless he has first obtained the consent of the tribal authority to his occupation of such land.

(2) Any non-native who shall occupy land in the Protectorate without the approval of the District Commissioner shall be a tenant at will within the meaning of this Ordinance.

(3) Whenever any non-native shall with the consent of the tribal authority and the approval of the District Commissioner occupy land in respect of which no lease shall be executed by the tribal authority as lessor and the non-native as lessee, a memorandum of the terms of such occupation, consent to which shall have been given by the tribal authority with the approval of the District Commissioner, shall be drawn up and entered in the Decree Book or in such other manner as the Governor may by Order prescribe, by the District Commissioner and shall set out:—

(a) The annual consideration to be paid by the non-native for occupation of the land ;

Conditions  
on which  
non-natives  
may occupy  
land in the  
Protectorate

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- (b) The area of the land to be occupied ;
- (c) The duration of the term, which shall in no case be for more than three years ;
- (d) Any special conditions (such as an undertaking to establish permanent cultivation of crops, such as rubber, cocoa, etc.) with which the non-native has to comply in consideration of occupying the land without payment or at a reduced annual rental ;
- (e) Whether or not the interest of the non-native may be assigned or, in the case of death, is intended to devolve on his executors, administrators or assigns.

Non-native  
not to  
acquire  
greater  
interest than  
lease for  
50 years

4. No non-native shall acquire a greater interest in land in the Protectorate than a tenancy for a term of fifty years ; but nothing in this section shall prevent the insertion in any lease of a clause providing for the renewal of such lease, for a second or further terms not exceeding twenty-one years.

Revision of  
rent

5. (1) The rent reserved under any lease of land in the Protectorate shall be subject to revision by the District Commissioner—from whom there shall be a right of appeal to the Provincial Commissioner—every seven years. Provided that no increase of rent shall be sanctioned by the District Commissioner by reason only of improvements made by the tenant or his predecessors in title.

Proviso

Indorsement  
on lease

(2) A note of any such revision of rent shall be endorsed on the lease and entered by the District Commissioner in the Decree Book.

Tenancy  
exceeding  
three years  
to be under  
seal

6. No tenancy for a term exceeding three years shall be created by any agreement not under seal.

Construc-  
tion of  
defective  
lease

7. No tenancy by this Ordinance required to be created by agreement under seal shall, unless it is duly made by deed and unless the District Commissioner has endorsed thereon his consent, be construed as creating a greater interest than a tenancy from year to year.

Determina-  
tion of  
tenancies  
from year  
to year

8. Every tenancy from year to year shall be determinable by either party giving three months notice to the other. Such notice shall expire at the end of a current year of the tenancy.

Voidable  
deed

9. Every deed creating a tenancy of land shall be voidable by either party, unless it,

- (a) is executed in the presence of two witnesses by the lessor before the District Commissioner of the district in which the land is situated ; and is executed, in the presence of two witnesses, by the lessee or his attorney or his agent before a District Commissioner or the Police Magistrate of Freetown, and

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- (b) has endorsed upon it certificates of execution in their presence signed respectively by the District Commissioners or the District Commissioner and the magistrate before whom it was executed, and
- (c) provides that the lessee shall not sublet or assign his interest thereunder except with the consent of the tribal authority with the approval in writing of the District Commissioner provided that such consent shall not be unreasonably withheld, and
- (d) contains stipulations with regard to all the matters set out in section three to the schedule to this Ordinance and
- (e) is registered within sixty days in the office of the Registrar General ; and

10. The terms of all leases to which his consent is required shall be recorded by the District Commissioner in the decree book and such record shall be admissible in all courts of law in the Colony and Protectorate as *prima facie* evidence of the matters therein stated. Record and evidence

11. The reversion in all fixtures affixed to the land by the tenant whether fences or of whatever other nature soever, and any building erected by him thereon, and of all economic trees, shall, whether the tenancies concerned were created before the date of the coming into operation of this Ordinance or not, in the case of a tenant at will, or in the case of a tenant on sufferance, be in the tribal authority ; but in the case of a tenancy created by lease, in the absence of any agreement to the contrary contained therein. Fixtures buildings and economic trees

- (a) Any fixture affixed to the land by the tenant, whether fences or of whatever other nature soever, and any building erected by him thereon which is not so affixed or erected in pursuance of some obligation in that behalf or instead of some fixture or building belonging to the tribal authority, shall be the property of and be removable by the tenant before or within two months after the termination of the tenancy. Removability

Provided that :

Provisos

- (1) Before the removal of any fixture or building the tenant shall pay all rent owing by him, and shall perform or satisfy all other his obligations to the tribal authority in respect to the land : Rent
- (2) In the removal of any fixture or building the tenant shall not do any avoidable damage to any other building or other part of the land : Care in removal
- (3) Immediately after the removal of any fixture or building the tenant shall make good all damage occasioned to any other building or other part of the land by the removal ; Making good damage

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Notice to  
tribal  
authority

- (4) The tenant shall not remove any fixture or building without giving one month's previous notice in writing to the tribal authority of his intention to remove it.

Purchase by  
tribal  
authority

- (5) At any time before the expiration of the notice of intention to remove any fixture or building, the tribal authority, by notice in writing given by him to the tenant, may elect to purchase any fixture or building comprised in the notice of intention to remove and any fixture or building thus elected to be purchased shall be left by the tenant, and shall become the property of the tribal authority, who shall pay to the tenant the fair value thereof to an incoming tenant of the land.

Compensa-  
tion for  
economic  
trees

- (b) The tribal authority shall pay to the tenant the fair value to any incoming tenant of the land of any economic trees which shall have been planted by the tenant.

Enquiry as  
to value

- (c) If there is any dispute as to the value of any fixture or building or any economic trees, the District Commissioner shall hold an enquiry and give his decision thereon. If either the tribal authority or the tenant is dissatisfied with the said decision there shall be a right of appeal to the Provincial Commissioner who shall hold a further enquiry and whose decision shall be final.

Powers of  
District  
Commis-  
sioner, etc.,  
at enquiry

- (d) For the purpose of such enquiry the District Commissioner and the Provincial Commissioner shall have all the powers conferred upon the court of the District Commissioner by the Protectorate Courts Jurisdiction Ordinance, 1924, or any Ordinance amending, or substituted for, the same.

Definition of  
economic  
trees

12. For the purposes of the last preceding section, the term economic trees shall include all trees, shrubs and plants which are grown or cultivated for their intrinsic value.

Settler's fee

13. Every non-native residing in a chiefdom who does not hold a lease of land within the chiefdom, other than a non-native employed by a person holding a lease and residing on the land held under such lease shall, in lieu of the customary presents or contribution of labour sanctioned by native law, pay to the paramount chief, in respect of each year or portion of a year of such residence, a settler's fee.

In no case shall the wife or husband or children of a settler who resides with him or her be liable to pay any settler's fee.

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Provided that it shall be lawful for a paramount chief with the consent of the Provincial Commissioner to forego exacting payment of the whole or any part of such fee in the case of a non-native who by his knowledge of any special trade or calling, or by his maintenance of any school or other institution is in the opinion of the paramount chief conferring a benefit on the town or place wherein the land occupied by such non-native is situated.

14. Nothing in this Ordinance contained shall be deemed,
- (a) to affect any interest obtained or which may hereafter be obtained under the Concessions Ordinance, 1924, or the Palm Oil Ordinance, 1924, or
- (b) except in so far as is expressly provided by this Ordinance, to affect any interest obtained before the date of the coming into operation of this Ordinance under the Protectorate Native Law Ordinance, 1924.

Saving of  
Cap. 36 and  
Cap. 141Cap. 170  
Part III

15. (1) Every non-native claiming any title to land in the Protectorate shall ~~within twelve months of the coming into operation of this Ordinance~~ produce to the District Commissioner all documents of title upon which he bases such claim or in the absence of such documents a memorandum of the terms of such occupation signed by the lessor and lessee which documents or memorandum shall be entered by the District Commissioner in the decree book or in such other manner as the Governor may by Order prescribe.

amended by  
Registration sec. 2 of  
No. 34/2  
by district  
commissioner of  
existing  
titles to land

(2) The claim of a non-native to a title to any land in the Protectorate, documents of title to which or a memorandum as to which have not been produced in conformity with the last preceding sub-section, shall be disallowed by every court in the Protectorate.

16. The Governor in Council may make rules for any or all of the following purposes :—
- (a) Fixing the amount payable as settlers' fees either generally or in a particular locality.
- (b) Prescribing the terms to be embodied in leases.
- (c) Directing the manner in which leases shall be recorded.
- (d) Prescribing the procedure in submitting deeds of lease for revision of rent.
- (e) Specifying the person to whom rents and settlers' fees shall be paid and the manner in which such rents and fees shall be brought to account.
- (f) Generally for the more effectual carrying out of the provisions of this Ordinance.

Power of  
Governor to  
make rules

Provided that until varied or revoked by any such rules, the rules contained in the schedule to this Ordinance shall be in force.

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Repeal of  
Cap. 170  
Part III  
and amend-  
ment of Cap.  
36, sec. 5

17. Sections nineteen to thirty-three inclusive of the Protectorate Native Law Ordinance, 1924, shall be repealed, and section five of the Concessions Ordinance, 1924, shall be amended by substituting the words "the Protectorate Land Ordinance, 1927," for the words "of Part III of the Protectorate Native Law Ordinance, 1924," and by deleting the words "of Part III" subsequently occurring therein.

sec. 16

THE SCHEDULE.

Settler's fee 1. Every non-native residing in a chiefdom who does not hold a lease of land within the chiefdom shall pay to the paramount chief a settler's fee of one pound per year or portion of a year during his residence in such chiefdom.

Mode of  
payment of  
settlers'  
fees

2. Settlers' fees shall fall due in advance on the first day of January in each year.

They shall be paid into the hands of the District Commissioner, for payment to the paramount chief, on the date appointed by the District Commissioner for collection of house tax. A person who settles after such date in any one year shall pay the settler's fee forthwith into the hands of the District Commissioner.

Provided always that a person who settles on or after the first day of October in any year shall be exempt from payment of a settler's fee in respect of that calendar year.

Terms of  
deed

3. Every lease required by this Ordinance to be by deed shall state :—

- (a) the rent ;
- (b) the term ;
- (c) the purpose for which the land is to be used ;
- (d) whether the interest is assignable ;
- (e) whether, in the event of death, the interest is to devolve on the executors, administrators or assigns of the lessee ;
- (f) where buildings of permanent construction are to be erected ; the rights of the parties to and in respect of such buildings at the expiration or determination of the lease ;
- (g) in cases where the lease is for a longer period than seven years, that the rent is subject to revision every seven years by the District Commissioner subject to right of appeal to the Provincial Commissioner,

Deleted by sec 2  
of R. 17/1930

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4. The terms of all leases to which the consent or approval of the District Commissioner is required shall be recorded by the District Commissioner in the Decree Book in the same manner in which the term of leases have heretofore been recorded.

5. The District Commissioner shall keep a rent roll of all the rents due to each tribal authority in his district and all rents, in respect of tenancies whether created before the date of the coming into operation of this Ordinance or not, shall be payable to him. He shall place all moneys so received by him on deposit in the Colonial Treasury pending disbursement.

Passed in the Legislative Council this twenty fifth day of June, in the year of our Lord One thousand nine hundred and twenty-seven.

J. L. JOHN,  
*Clerk of Legislative Council.*

THIS PRINTED IMPRESSION has been carefully compared by me with the Bill which has passed the Legislative Council and found by me to be a true and correct copy of the said Bill.

J. L. JOHN,  
*Clerk of Legislative Council.*