Ordinance No. 2 dated January 8, 1955 and Amendment No. 6 dated February 5, 1955 amending Ordinance No. 20 of June 4, 1953 establishing the regulations governing tenant farming.

In view of . . . . . . . . . . . . . . .

In view of . . . . . . . . . . . . . . .

On the proposal of the Minister of Agriculture;

The Council of Ministers being agreed;

IT IS ORDERED THAT:

ARTICLE 1. The articles 7, 9 and 13, SECTION III, SECTION IV of Ordinance No. 20 of June 4, 1953 establishing the regulations governing tenant farming are amended as follows:

ARTICLE 7 (new). The farm lease must be a written instrument in three copies, of which the original is held by the proprietor, the second copy by the tenant farmer and third copy kept in the files of the village where the leased rice field and farm land are located.

Within eight days from the day the lease is signed, it must be registered at the Communal hall in a special land register maintained for that purpose.

No charge is made for registering the lease.

No verbal farm lease is valid.

A specimen contract type-A is appended to this Ordinance.

ARTICLE 8. The tenant farmer may not sub-let or assign his lease to a third party without the consent of the rural proprietor.

ARTICLE 9 (new). The rural landlord cannot request the cancellation of a farm contract or refuse to renew it unless he can offer proof:
1) that he wishes to take back his holdings in order to cultivate them himself or have them cultivated by one or several of his lineal descendents who have completed their eighteenth year and who are capable of ensuring the efficient exploitation of the farm, providing however, that the farm contract has been in force for at least three years,

2) of any other serious and legitimate reason such as non-payment of farm rent or excessive and repeated delays in its payment unless due to causes beyond the farmer’s control, or activity of the farmer which would be detrimental to proper cultivation of the leased rural property or refusal by the farmer to carry out those improvements on the land or those cultural practices recommended by the Provincial Joint Committee... 

ARTICLE 10. In case of cancellation or non-renewal of the lease under the conditions provided for in the foregoing article, the proprietor must give at least six months notice to the tenant farmer.

Reciprocally the same period of notice must be given by the tenant farmer who desires to cancel, or not to renew, his lease contract.

ARTICLE 11. In case of sale of the land by the rural proprietor, the tenant farmer has, within the limits of allowable landholding as stipulated by Ordinance No. 21 cited above, and subject to the conditions of Article 5 above, the right of pre-emption with respect to the rural land which he is cultivating.

If, however, he does not avail himself of this prerogative and the land is sold to a third party, the latter will be responsible for the execution of the conditions of the contract, in place and instead of the former proprietor.

ARTICLE 12. The farming lease is not invalidated either by the death of the lessor or that of the lessee. The heirs of the two parties partake of the rights and obligations of the (original) principals.

Nevertheless, the lease is (considered as) cancelled without the necessity of notice if the lessee leaves no heirs, or if the parties at interest sign a written waiver of their holding rights with respect to the continuation of the lease.

CHAPTER 2.

Tenant Farm Rent

ARTICLE 13 (new). The farm rental rate may not, in any case, be less than fifteen per cent (15%) nor more than twenty five per cent
(25%) of the value of the annual harvest of the principal crop.

This rate is applicable only to the land itself and, where mutually agreed upon to fixed improvements such as: dwellings, fruit trees, fish-ponds, etc. ...

If the proprietor supplies the farmer with seeds or fertilizers, these products are paid for by the farmer, after the harvest, at the actual purchase price plus an annual interest not to exceed twelve per cent (12%).

When the proprietor leases cattle or farm implements to the farmer, the rental cannot exceed twelve per cent (12%) of the value of these animals or equipment. This value is determined by the Cantonal Joint Committee when the contract is drawn up.

Within the limits set forth in paragraph I of the present article, the farm rental rate, for each homogeneous crop area, is determined by a Decree of the Governmental Delegate for the Region based upon the successive recommendations of the District Joint Committee, of the Provincial Joint Committee and with the agreement of the Minister of Agriculture.

In no instance can the farmer be obliged to make any payments or provide any service either in kind, cash or in labor whatever its origin or form over and above the payment of the farm rental rate to the landowner.

ARTICLE 14. The farm rent is payable annually, either in cash or in commercial paddy, at the latest within the month following the end of the harvest in the province.

Rental payable in paddy must be delivered by the tenant farmer to a place previously agreed upon by the parties, which may not be located outside the limits of the province. When payment is stipulated in money, the farmer may always discharge his obligation in paddy of honest and marketable quality, at the current rate for payment of farm rent.

ARTICLE 15. The tenant farmer is not obligated to pay any rent if by accident or force majeure the harvest of the leased property should be at least two thirds destroyed.

Other risks are shared between the proprietor and the tenant farmer under conditions set forth in the contract.
CHAPTER 3

Special rights and obligations of the tenant farmer.

ARTICLE 16. The tenant farmer shall have use of the leased lands under the conditions defined by this Ordinance, and in the manner specified by the contract agreed to mutually with the rural proprietor. He is bound to use the rural rented property in the same manner as a good and responsible family head would do.

ARTICLE 17. The rights of fishing and grazing are recognized as belonging to the tenant farmer within the area leased by him, subject however to conditions of the lease, and especially (subject to) the possible payment of certain charges or royalties.

ARTICLE 18. The tenant farmer is responsible for the upkeep of small dikes and other hydraulic works relating to the leased parcels of rice or agricultural lands.

He is also responsible for undertaking his contribution in work towards agricultural upkeep for the common benefit, and the proper maintenance of the leased land.

At the expiration of the lease, in case of non-renewal as well as in the case of cancellation, the departing tenant farmer may request just reimbursement for his work in improving the land, carried out with the previous written agreement of the proprietor.

ARTICLE 19. In no case has the tenant farmer to bear the costs of any land taxes, which devolve exclusively and entirely upon the rural proprietor.

Any contrary provision inserted in the rental contract will not be legally binding.

SECTION III (new)

Cantonal, District and Provincial Joint Committees.

CHAPTER I

Cantonal Joint Committee

ARTICLE 20 (new). There is established in each canton a joint committee charged with carrying out the preliminary study and investi-
gations of cases submitted to the District Joint Committee.

The Cantonal Joint Committee is an advisory body but its opinion is in all cases obligatory.

ARTICLE 21 (new). It is composed of:

The Chief of the Canton .................................. Chairman

Two rural landowners, not tenant farmers, or their alternates .................... Members

Two tenant farmers, not rural landowners, or their alternates ........................ Members

CHAPTER II

District Joint Committee

ARTICLE 22 (new). There is established in the principal town of each district, a Joint Committee whose main responsibilities are:

- to make up a list of the land which for no valid reason has not been cultivated and to receive the explanations of the proprietor or concessionaire prior to proposing either the return of the land to the regional private domain or the grant of the right of occupancy,

- to make up a list of the unoccupied State land which could be allocated as a concession,

- to investigate the applications for concessions of land in the private domain,

- to estimate annually the average yield of land by homogeneous crop area,

- to propose the tenant farming rental rate, by homogeneous crop area, within the limits set forth in the new article 13 cited above,

- to appraise losses resulting from accident, crop failure and acts of God,

- to propose the maximum holding, by crop area, that a farmer may lease,
- to survey and appraise the land and its fixed improvements when a new contract is drawn up or a contract cancelled, if such survey and appraisal is indicated.

- to give its opinion on claims for damages in case of eviction of the tenant farmer,

- to arbitrate, in the first instance, conflicts and disputes arising out of the application of the terms of rural leases; the dispute is brought before the Provincial Joint Committee when not settled by the District Joint Committee.

**ARTICLE 23 (new).** The District Joint Committee is composed of:

The Chief of District .......................... Chairman

Two rural landowners, not tenant farmers, or their alternates ............................. Members

Two tenant farmers, not rural landowners, or their alternates ............................. Members

**CHAPTER III**

**Provincial Joint Committee**

**ARTICLE 24 (new).** There is created, in the principal town of each province, a Provincial Joint Committee responsible for giving its opinion on the District Joint Committee proposals particularly with reference to:

- the return to the private domain of the land which for no valid reason has not been cultivated, or the granting of the right of occupancy,

- the survey and appraisal of unoccupied State land which could be allocated as a concession,

- the applications for concessions of private domain land,

- the annual estimate of the average yield of land, by homogeneous crop area,

- the fixing of the tenant farming rental rate by homogeneous crop area, within the limits set forth in the new article 13 cited above.
- Estimating losses sustained as a result of crop failure, accident or act of God.

- Determining the maximum holding, by crop area, that a tenant farmer may lease,

- Claims for damages in case of eviction of the tenant farmer,

- The classification of lands by homogeneous crop areas.

In addition, the Provincial Joint Committee makes recommendations on land improvement measures and cultivation techniques.

It encourages the setting up of agricultural syndicates, associations or co-operative societies as a one way of lowering the cost price and of increasing the quantity and quality of agricultural production.

It studies and proposes to the Chief of Province measures for implementing agrarian reform.

The Provincial Joint Committee convenes as an Appeal and Adjustment Committee to settle, in the second instance, conflicts and disputes arising out of the application of the terms of rural leases; the dispute is brought before the civil court with territorial jurisdiction when not settled by the Provincial Joint Committee.

The conciliation procedure is compulsory prior to any judicial process.

**ARTICLE 25 (new). The Provincial Joint Committee is composed of:**

The Chief of Province or his delegate ...........................................Chairman

Five rural landowners, not tenant farmers, or their alternates ........................ Members

Five tenant farmers, not rural landowners, or their alternates ........................ Members

The Chief of the Provincial Agricultural Office acts as recording secretary.
CHAPTER IV

Provisions common to the Provincial, District and Cantonal Joint Committees

ARTICLE 26 (New). The members of the Provincial, District and Cantonal Joint Committees are nominated as follows:

Every two years, the Communal (village) Councils will prepare a list of the rural landowners and a list of the tenant farmers of their villages; Each category of persons listed elects five delegates to represent them on the joint committees.

The lists of landowners and tenant farmers elected are then successively pooled

- for each canton,
- for each district,
- for each province.

A committee composed of:

The Chief of Province or his deputy .................. Chairman

The Chief Justice or a judge of the provincial Court.................. Member

The Administrative Delegate of the principal town of the province.................. Member

draws by lot the names of the listed landowners and tenant farmers who will be members or alternates of the Canton, District or Province Joint Committees.

The Term of the joint committee members and their alternates is for two years and is not immediately renewable.

No one can be a member of two Joint Committees at one time.

The duly constituted Joint Committee must be convened by the Chairman and meet at least four times a year, once every quarter.
A Quorum of the Provincial Joint Committee is constituted by at least seven of its members, including its chairman. A Quorum of the district or cantonal joint committees is constituted by at least three of its members, including its chairman.

The decisions of the Joint Committees are taken by a simple majority of their members, present and voting.

The parties to the dispute may challenge one or several members of the Joint Committee. The chairman replaces the challenged members by nominating one or several alternates in the order in which their names were drawn by lot.

Recourse to the Joint Committee is entirely free of charge.

SECTION IV (new)

Penalties and miscellaneous provisions

ARTICLE 27 (new). For purpose of applying the foregoing provisions, the following units of measure are the only one's recognized:

- For measurement of area:
  - (the Hectare (mau tay): 10,000m²
  - (the Are (cong): 1,000m²
  - (the Centiare: 100m²

- For measurement of volume:
  - (the Gia of 40 litres
  - (the Thung or Tsao of 20 litres

- For measurement of weight:
  - (the Ton: 1,000 kilograms
  - (the Quintal: 100 kilograms
  - (the Kilogram: 1,000 grams

ARTICLE 28 (new). Effective as of the date of its promulgation, the provisions of the present Ordinance legally apply to all outstanding verbal and written tenant farm contracts and cannot, in any case, constitute a basis for cancellation or nonrenewal of the said contracts.

Within six months from the date of promulgation of the present Ordinance all outstanding verbal tenant farm contracts must be reduced to written contracts.

At the end of this six months period, any verbal tenant farm contract will be null and void without prejudice to the application of the provisions set forth in paragraphs (5, 6, 7 and 8 of the present article.
Effective as of the date of the promulgation of the present Ordinance, all provisions of current tenant farm contracts must be made to conform with this Ordinance and must be therefore amended by an additional contract.

Any rural landowner who enters into a verbal tenant farm contract or who demands or receives from the tenant farmer, over and above the yearly tenant farm rental and such payments as may be provided for under paragraphs 3 and 4 of article 13 (new) above; any payment or any service whether in kind, in money or in labor for any reason or in any form whatsoever, or who without valid reason forbids or prevents, the exploiting of any leased rural property is liable to a fine of from One hundred piastres (100$00) to twenty thousand piastres (20,000$00) independently of any damages to the injured party.

In addition he is liable to a sentence of eleven (11) days to three (3) months imprisonment.

Moreover, in case of second offence, a sentence of three (3) months to a year imprisonment is mandatory.

These penalties are without prejudice to the application of the heavier penalties which may be provided for under criminal law.

Any tenant farmer who enters into a verbal tenant farm contract with a rural landowner or who, over and above the yearly tenant farm rental rate and such payments as may be provided for under paragraphs 3 and 4 of article 13 (new) above; proposes to provide to the latter any payment or any service, whether in kind, in money or in labor, for any reason or in any form whatsoever or who without a legitimate reason abandons or stops the exploitation of any leased rural property, is liable to fine, imprisonment and damages as provided for in paragraphs 5, 6, 7 and 8 of the present article.

Any member of the Communal Council who, at the time the tenant farm contract is registered demands or receives from the landowner or the tenant farmer, any payment or any service whether in kind, in money or in labor, for whatever reason or in any form whatsoever is liable to the penalties provided for extortion.

Extenuating circumstances and the suspension of penalties may be invoked for infringements of the law set forth in paragraph 5, 9 and 10 of the present article.

**ARTICLE 29 (new).**

All previous provisions in conflict with the present Ordinance, are superseded.
ARTICLE 30 — The President of the Government, the Minister of the Interior, the Minister of Justice, the Minister of Agriculture and the Delegates of the Government (Regional Governors) in each Region are charged, each as he may be concerned, with the responsibility for carrying out the present Ordinance.

Signed in Saigon on January 8, 1955

On the Authority of HIS MAJESTY

CHIEF OF STATE,

THE PRESIDENT OF THE GOVERNMENT
AMENDMENT No. 6 of February 5, 1955

to ORDINANCE No. 2 of January 8, 1955

The specimen farm lease contract appended to Ordinance No. 2 of January 8, 1955 is cancelled and replaced by the farm lease model contract Type A appended to this Amendment.

TYPE A

SPECIMEN FARM LEASE CONTRACT

Between the undersigned:

Mr. X ........................................ rural landowner, domiciled at ........................................ on the one hand,

and Mr. Y ........................................ farmer, domiciled at ............ ...

it has been, by mutual consent, decided and agreed as follows:

PURPOSE OF THE CONTRACT

ARTICLE 1 - Mr. X ........................................ lessor, leases to Mr. Y ............ lessee, who accepts, a lot of ............ parcels of rice-field or agricultural land covering a total area of ............ hectares.

LOCATION

ARTICLE 2 - This area of rice-field or agricultural land is located at the

city of ........................................

canton of ........................................

district of ........................................

province of ........................................

and delineated as follows:
DURATION OF LEASE

ARTICLE 3 - The duration of the present lease is .......... (I) years beginning ................ and ending ................

At the expiration of this period, the lease will be renewable by tacit agreement for the same length of time.

ARTICLE 4 - The lessor does not have the right to cancel the farm lease or refuse to renew it unless, he can offer proof:

1) that he wishes to take back the rural property in order to cultivate it himself or have it cultivated by one or several of his lineal descendants who have completed their eighteenth year and who are capable of ensuring the efficient exploitation of the farm, and provided that the farm lease has been in force for at least three years,

2) of a serious and legitimate reason such as non-payment or excessive and repeated delays in the payment of the farm rental unless the non-payment and the delays are due to circumstances beyond the farmer's control,
   - or of any action of the lessee which could be detrimental to the currently efficient exploitation of the leased property;
   - or of the refusal on the part of the lessee to carry out those improvements on the land and those agricultural practices recommended by the Provincial Joint Committee

The lessee must be notified at least six months in advance of the lessor's intentions to cancel or not to renew the farm lease.

(1) at least 5 years
ARTICLE 5 - When the lease is cancelled or not renewed, the lessee may claim indemnification from the lessor for improvements on the land (buildings, constructions and fixed installations, perennial planting and other land and agricultural improvements whose effect would continue after the expiration of the contract), provided that the lessee has received the prior approval of the lessor, or if the latter has refused his approval, that the lessee has been authorized by the Provincial Joint Committee.

ARTICLE 6 - The annual rental rate has been fixed by the Joint Committee at ..............% of the main annual crop (2) valued at .............. gia (or kilos) of paddy per hectare.

However, the lessor and the lessee, in consideration of the particular characteristics of the rice-fields or land, have agreed to reduce this rental rate to ..............% of the main annual crop (optional clause) (6)

On this basis the annual rental is gias ...... (or kilos) of paddy.

The lessee binds himself to pay this rental during the month following the end of the main harvest in the district:

- either by delivering to the lessor at the village of ...... (3) the .............. gias or kilos of dry commercial paddy due,
- or by paying to the lessor an amount in cash equivalent to the value of the .............. gias (or kilos) of paddy due, based on the price of paddy on the day and at the place of payment.

RENTING OF AGRICULTURAL IMPLEMENTS AND LIVESTOCK (optional)

ARTICLE 7 - The lessor places at the disposal of the lessee the following agricultural implements:

- ........................................ value: $ ........................................

and the following animals:

- ........................................ value: $ ........................................

The annual rental for these agricultural implements and livestock is fixed at .............. piastres (...............$) representing ..............% (4) of their value. This charge is payable at the same time. (2) The rental rate is fixed by the Joint Committee at, from 15% to 25% of the main annual harvest of the principal crop.
(6) The lessor and the lessee may agree on a rental rate less than that fixed by the Joint Committee but are forbidden to agree upon a higher rate.
time as the annual rental either in kind or in currency in accordance with the provisions set forth in article 6.

SEED AND FERTILIZER LOANS (optional)

ARTICLE 6 - The lessor furnishes to the lessee

- ...... gia (or kilos) of ...... seed, value: ........ $
- ...... kg of ........... fertilizer, value: ........ $

The lessee must repay to the lessor, the value of these advances plus an annual interest fixed at ........... piastres (4).

These advances plus interest must be repaid at the same time as the annual rental, either in kind or in currency in accordance with the provisions set forth in article 6.

DWELLINGS, FRUIT TREES, FISH PONDS (optional)

ARTICLE 9 - The lessor grants to the lessee the use of:

- dwelling-houses;
- fruit trees;
- fish-ponds;

within the area of the leased rural property.

ARTICLE 10 - In no instance can the farmer be obliged to make any payments to the lessor or to provide any service either in kind, currency or labor, for any reason or in any form whatsoever, over and above the payment of the farm rental and those liabilities and obligations cited above or in article 14 below.

SHARING OF RISKS

ARTICLE 11 - In case at least one third (1/3) of the harvest is destroyed accidentally or by an act of God, the lessee will pay only two thirds (2/3) of the annual rental.

(3) if the place of delivery is not the locality where the crops are harvested the transportation charges are the responsibility of the lessor.

(4) not to exceed 12%
In case at least two thirds (2/3) of the harvest is destroyed accidentally or by an act of God, the lessee is not obliged to pay any annual rental.

ARTICLE 12 - In case of disaster or theft, the lessee is only responsible for the result of serious negligence or fraud on his part.

MISCELLANEOUS RIGHTS AND OBLIGATIONS

ARTICLE 13 - The lessee binds himself not to transfer his rights under the present lease, or to sublet in whole or in part the lot of rice-field or agricultural land which is the object of the present contract.

ARTICLE 14 - The lessee is responsible for the upkeep of small dikes, boundary lines and other installations on the said lot.

ARTICLE 15 - The lessee has the rights of fishing and grazing on the leased area.

ARTICLE 16 - In case of sale of the leased rice-fields or agricultural land, the lessee will have the right or pre-emption.

ARTICLE 17 - The present contract is drawn up in three (3) copies, the first one to be held by the lessor, the second by the lessee and the third deposited in the archives of the village of ............... (5) after registration.

Done at .......... on the ...........

The Lessor

The Lessee

Registered at the Communal Council of the village of .......... under No. ............. on the ..........

The PRESIDENT OF COMMUNAL COUNCIL

(Signature and seal)

(5) Village where the leased rice-fields and land are located.
NOTE: The clauses provided for in article 7, 8 and 9 of the present contract are optional. The lessor is not obliged to:

- rent to the lessee agricultural implements or livestock;
- lend him seed or fertilizer;
- grant him the use of dwellings, fruit-trees, fish-ponds within the area of the lease lot.

Reciprocally, the lessee is not obliged to rent from the lessor agricultural implements and livestock, nor to buy from him seed or fertilizer, nor to accept the usage of dwellings, fruit-trees or fish-ponds.

But provided that the lessor and the lessee have agreed on the supply of these loans or advances, these must be made in accordance with the stipulations set forth in articles 7, 8 and 9 of the model contract.