

TRINIDAD AND TOBAGO.

Agricultural Produce (Advances).

No. 19.—1906.

31st July.

AN ORDINANCE to make provision for securing advances
on Agricultural Produce.

[L.S.] HUGH CLIFFORD,

ACTING GOVERNOR.

4th August, 1906.

BE it enacted by the Governor of Trinidad and Tobago with the advice and consent of the Legislative Council thereof as follows :—

1. This Ordinance may be cited as the Agricultural Pro-^{Short title.}
duce (Advances) Ordinance 1906.

2. When any plantation or land together with any grow-^{Crops and}
ing crops, and the produce to be reaped made or manufac-^{produce may}
tured from such growing crops, is conveyed or mortgaged ^{be mortgaged.}
by any instrument in writing as security for the payment
of money, such crops, upon severance from the land, and
the produce to be reaped, made, cured or manufactured
therefrom, shall not be deemed to be personal chattels within
the meaning of the Bills of Sale Ordinance No. 63, but
shall be deemed to be lawfully conveyed or mortgaged.

Land under
Real Property
Ordinance.

3. Where land is under the provisions of the Real Property Ordinance No. 60, the form in the Schedule hereto, with such variations as circumstances may require, shall be used.

Sugars from
farmers' canes.

4. Notwithstanding the Bills of Sale Ordinance No. 63, it shall be lawful for the owner of any plantation or land upon which sugar is made, to include in any instrument in writing whereby such plantation or land is mortgaged, a mortgage of sugars made from canes to be purchased by such owner from farmers or others during the continuance of the said mortgage.

Registration.

5. Every such instrument in writing shall be executed and attested in manner provided by law for deeds or memoranda requiring registration in the Colony, and shall be registered within seven clear days after the execution thereof, or if it is executed in any place out of the Colony then within seven clear days after the time at which it would in the ordinary course of post arrive in the Colony if posted immediately after the execution thereof, otherwise such instrument in writing shall be void in respect of the severed crops and produce comprised therein.

Purchaser of
mortgaged
crops without
notice.

6. Where a mortgagor under this Ordinance continues or is in possession of the mortgaged crops or produce, the delivery or transfer by that mortgagor of such crops or produce under any sale pledge or other disposition or under any agreement for sale pledge or other disposition to any person receiving the same in good faith and without notice of the previous mortgage, shall have the same effect as if the person making the delivery or transfer were expressly authorized by the mortgagee.

Instruments
not Bills of
Sale.

7. No instrument in writing hereinbefore mentioned shall be deemed to be a Bill of Sale within the meaning of the Bills of Sale Ordinance No. 63.

Passed in Council this Thirty-first day of July, in the year of Our Lord one thousand nine hundred and six.

ALFRED TAITT,
Acting Clerk of the Council.

SCHEDULE.

I, A.B. of &c., being registered as proprietor of an estate (*here insert nature of estate or interest*) subject, however, to such mortgages and incumbrances as are notified by memorial underwritten or endorsed hereon, in that piece of land situated in the (*Ward, District or Town*) of _____ containing (*here state area*) be the same a little more or less, delineated and with the abuttals and boundaries thereof shewn in the plan drawn on [*or annexed to*] (*here state the volume and page of the Register Book on which the plan, if any, appears*) (*here also state rights of way, privileges and easements, if any, appertaining, and here insert description of land.*)

(*Here recite agreement for loan.*)

In consideration of the sum of £ _____ (*here insert consideration, stating whether present or future advance or advances or whatever else the consideration may be*) the receipt of which sum I hereby acknowledge, (*here insert covenant to pay principal money and interest.*)

(*Here insert, if required, covenant to pay for farmers' canes.*)

(*Here insert, if required, covenant to indemnify mortgagee against payment of farmers' canes.*)

(*Here insert other special covenants if required.*)

And for the better securing to the said E.F. the repayment in manner aforesaid of the said principal sum of £ _____ and interest thereon and any further advances and the interest thereon, I hereby mortgage to the said E.F. all my estate and interest in the said land above described and the growing crops thereon and such crops when reaped and the produce to be reaped, made, cured or manufactured therefrom. (*Where farmers' canes are purchased add, "And I also mortgage all canes to be purchased from farmers or others and the sugars made therefrom during the crop 1906-07, or as the case may be.*)

In Witness whereof I have hereunto signed my name this _____ day of _____ in the year of Our Lord one thousand nine hundred and _____

Signed on the day above named : by the said A.B. in the presence of

(*Signatur of witness.*)

A.B.