

3.8.17
TRINIDAD AND TOBAGO.

No. 14.—1917.

[L.S.]



I ASSENT,

J. R. CHANCELLOR,
Governor.

30th May, 1917.

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

[30th May, 1917.]

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 Produce (Advances) Ordinance, 1917. Short Title.
2. No instrument in writing under this Ordinance shall be held or deemed to be a Bill of Sale within the meaning of the Bills of Sale Ordinance (No. 63). Instruments under this Ordinance not Bills of Sale.
3. Nothing in this Ordinance contained shall affect the powers, rights or liabilities of any prior mortgagee or incumbrancer except with his consent. Prior mortgagee or incumbrancer not affected.
- 4.—(1.) When any land together with any crops growing or to be grown thereon and the produce to be reaped or gathered therefrom and the product or article to be cured Crops and produce may be mortgaged.



made or manufactured from such crops or produce, are mortgaged or charged by any instrument in writing as a security for the payment of money, such crops and produce upon severance from the land and the product or article to be cured made 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 for all purposes to be lawfully mortgaged or charged.

Land under
Real Property
Ordinance.

(2.) Where the land to be mortgaged or charged by an instrument in writing 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.

Sugar from
farmers' canes.

5. Notwithstanding the provisions of the Bills of Sale Ordinance (No. 63), it shall be lawful for the owner of any sugar factory to mortgage or charge sugars made or manufactured from canes to be purchased by such owner from farmers or others.

What instru-
ments may
provide.

6.—(1.) An instrument in writing under this Ordinance may provide:—

- (i.) that the whole or any named portion of any sum advanced under such instrument shall be devoted to the payment of the labour and the purchase of the supplies required to plant, cultivate, manure, reap, cure, make or manufacture the crop or produce in respect of which such advance was made ;
- (ii.) that the whole or any named portion of such sum shall be devoted to the payment for canes purchased from farmers or others ;
- (iii.) that the whole or any specified portion of such crop, produce or product shall be delivered to the mortgagee or to some person named by him ;
- (iv.) that any money received by the mortgagor in respect of the disposition by him of such crop, produce or product or any portion thereof shall be paid or applied in the manner specified in such instrument.

(2.) If any person who has, as mortgagor, executed any instrument in writing under this Ordinance, acts in contravention of any provision in such instrument contained of the nature or character specified in the preceding subsection, he is guilty of a misdemeanour and is liable to imprisonment with or without hard labour for any term not exceeding three years.

7. Where a mortgagor is in possession of any crops, produce or product mortgaged by an instrument in writing under this Ordinance, the delivery or transfer by that mortgagor of such crops, produce or products 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 authorised by the mortgagee.

Purchaser of mortgaged crops without notice.

8. Every instrument in writing under this Ordinance 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 shall be void in respect of the severed crops, produce and products comprised therein.

Registration.

9. The Agricultural Produce (Advances) Ordinance, 1906, is hereby repealed.

Passed in Council this Eighteenth day of May, in the year of Our Lord one thousand nine hundred and seventeen.

J. M. FARFAN,
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 mortgages 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 . . . 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

(Signature of witness.)

A.B.
