

No. 67. *See also Sec 1087*  
1912

AN ORDINANCE respecting Agricultural Contracts.

1. This Ordinance may be cited as the Agricultural Con- Short title.  
tracts Ordinance.

2. The following words shall in this Ordinance have Interpretation.  
the meanings hereinafter assigned to them, unless there is  
something in the context repugnant to such construction,  
that is to say:—

“Claim” means any action, suit or other proceeding  
commenced before the Justice acting under the powers in  
this Ordinance contained.

“Justice” means the person for the time being dis-  
charging the duties of Stipendiary Justice of the Peace  
for the District.

“Judge” means a person for the time being discharging  
the duties of a Judge of the Supreme Court.

“Court” means the Supreme Court.

“Clerk” means any person for the time being filling  
the office of Clerk of the Peace or Assistant Clerk of the  
Peace of the District.

“District” means the district assigned to the Justice  
within which the lands or any portion of them under con-  
tract are situate.

“Bailiff” means the person for the time being filling  
the office of Bailiff or Assistant Bailiff of the District.

“Cultivate” means the clearing, sowing, planting,  
draining, cleaning, weeding, or any agricultural work what-  
soever done upon any lands under contract.

“Contract” means any agreement written or printed  
or partly written and printed and attested or acknowledged  
and registered according to the provisions hereinafter con-  
tained and by which any contractor agrees with any owner  
for the considerations therein contained and for the period  
therein expressed to cultivate any lands belonging to such  
owner.

“Owner” means the proprietor of any lands given out  
or part of which is given out under a contract to be  
cultivated by a contractor or his duly authorized agent or  
manager for the time being, or the person in whom such

lands shall from time to time be vested, or his duly authorized agent or manager for the time being.

“Contractor” means any person entering into a contract to cultivate any lands.

“Signature” includes any mark or cross made in lieu of a signature by a person who is or affects to be unable to write.

“Registrar” means the person for the time being discharging the duties of Registrar of the Court.

“Defendant” means any person against whom relief of any sort is claimed under the provisions of this Ordinance.

“Plaintiff” means any person claiming relief of any sort against a defendant under the provisions of this Ordinance.

“Judgment” means any judgment, decision, direction, ruling, finding or order made by the Court or a Judge thereof, or by the Justice acting under this Ordinance.

“Order” means any order, judgment, decision, finding, ruling or direction made by the Court or a Judge thereof; or by the Justice acting under this Ordinance.

“Person” includes a corporation, whether aggregate or sole.

“Office” means any Police Office of the District at which the Justice shall sit to hold a civil or criminal Court.

Agricultural Contracts.

3. As to all agricultural contracts made and entered into within this Colony it is hereby declared that all such contracts are and shall be deemed to be good and valid, and the same shall not be deemed or construed to be contracts of service, notwithstanding anything contained in the Royal Order in Council of the 7th of September, 1838, or in the Masters and Servants Ordinance.

No. 66.

Execution of Contracts.

4. All contracts made and entered into in pursuance of this Ordinance shall be signed in duplicate by the parties thereto before the Justice, or the Warden of the District, or any Public Officer duly appointed by the Governor in that behalf.

Before the contract is signed as aforesaid the person before whom it is signed shall explain or cause to be explained the terms and conditions thereof to the parties thereto, and such person on being satisfied that the said parties understand the terms and conditions thereof, and

*J.P. Dept. under Bd of Agriculture, under Registrar in 1887*

*8/15/12*

upon the said parties signing the contract in his presence, shall then sign it as attesting witness thereto. Where the contract is not signed before the Justice, it shall be the duty of the person before whom it is signed forthwith to forward one of such duplicates to the Justice, and to transmit the other to the Registrar-General who shall register the same.

5. Upon the parties to any contract signing the same under the provisions of section 4 hereof, all the provisions of this Ordinance shall apply to any such contract. Application of Ordinance.

6. There shall be paid for signing and attesting each duplicate as aforesaid the fee set forth in Schedule B to this Ordinance. The said fee shall be paid by the owner. Fees.

7. In the case of contracts signed before the Justice under the provisions of section 4, he shall cause one of the duplicates to be securely and safely filed in his office, and shall forthwith transmit the other to the Registrar-General who shall register the same. Contracts to be registered and filed.

In the case where a contract shall be forwarded to the Justice by the Warden or by any Public Officer under the provisions of Section 4, such Justice shall cause such contract to be securely and safely filed in his office.

Any owner or contractor shall be supplied by the said Justice with a certified copy of such contract as aforesaid on payment of a fee of one shilling. Certified copy.

8. The Registrar-General shall keep a book, to be called the Register Book of Agricultural Contracts, in which all such contracts received by him as aforesaid shall be properly recorded, and all persons shall be at liberty to search such books of record on payment of the sum of one shilling, and no multiplication of books shall increase the fee. Register of Contracts. Searches.

9. On the sale or devolution of ownership of an allotment or of any estate whereon land may be held by a contractor under this Ordinance, the purchaser or incoming owner of such allotment or estate shall be bound by all contracts under this Ordinance that are existing at the completion of the sale or devolution of ownership and shall be liable for the performance of all such unfulfilled parts of any such contract as the owner who is a party to it was then liable to; provided that the purchaser or incoming owner shall not be liable in respect of any defaults of the former owner antecedent to the purchase or devolution of ownership. Liability for existing contracts on sale or devolution of estate.

*See Order of the  
J.P. District 10 as attached*

Assignment of  
Contract.

10. A contractor with the consent in writing of the owner may assign his interest in a contract at any time to any person or persons, and a note of such assignment shall be endorsed on the contract and attested by the Justice. After such assignment the assignee shall have the same rights and be subject to the same liabilities under the contract as his assignor had and was subject to.

Illegal  
stipulations.

11. If in any contract under this Ordinance there shall be any provision directly or indirectly respecting the place where or the manner in which or the person or persons with whom, the whole or any part of the earnings due or to become due to any contractor shall be laid out or expended, such provision shall be and is hereby declared illegal null and void: Provided that this section shall not apply to moneys advanced by the owner to the contractor to be expended upon the cultivation of the land under contract.

Contract to be  
first charge on  
land—Crown  
debts  
excepted.

12. From and after the time of registration of any Contract under this Ordinance, any earnings payable by the owner to the contractor under and by virtue of the said contract shall be and become a first charge upon the land the subject matter of the contract; provided always that this section shall not in anywise prejudice or affect debts due to the Crown, or any charges by way of mortgage or otherwise upon the security of the said land which may be existing and legally perfected at the time the said contract is registered as aforesaid.

Contractor's  
lien.

13. After the expiration of any contract under this Ordinance or in any case during the continuance of the contract in which the owner shall recover possession of the land under contract under the provisions hereinafter contained, or in any case in which the owner is indebted to the contractor either on balance of account or upon any judgment or order of the Court or of the Justice, the said contractor may by leave of the Court or the Justice as the case may be retain possession of the said land unless and until the owner shall have paid him any moneys thus due to him: Provided that this section shall not confer any right either at Law or in Equity upon any contractor to retain possession of such land as against any person entitled to possession of the same under or by virtue of any deed of mortgage entered into and legally perfected before the time of the registration of such contract.

14. Notwithstanding any provision to the contrary in the contract contained the owner shall pay all rates, taxes and other moneys due to the Crown in respect of any parcel of land held under contract from him, and also in respect of any buildings erected thereon.

15. Where a contractor dies intestate and without next of kin the owner shall within one month from such death cause a valuation of such contract to be made, and such owner shall after deducting any sum owing to him by such contractor, deposit in the Government Savings Bank such sum as may be found by such valuation to be due to the deceased contractor, and such deposit shall discharge such owner *pro tanto* from any claim or demand respecting such contract, and all such moneys shall be received at the said Bank under the name of the contractor with the addition of the words "contractor, deceased," and may be drawn from the said Bank in the manner provided by the Savings Banks Ordinance.

16. Notwithstanding the occupation by the contractor of any land under contract, and notwithstanding any lien or charge which he may have upon the same for earnings due to him by the owner of such land, all such trees, plants or vegetable productions as may be upon it at the time such contract is entered into, or which may, during the continuance of the contract, be sown or planted by the contractor to be delivered over to and be for the benefit of the owner at the termination of the contract, shall during such occupation and whilst the contract is subsisting and subject to any such lien as aforesaid be and be held to be the property of the owner for all purposes both civil and criminal.

17. If any contractor negligently permits any animal whether the same be his own property or not, to stray and damage the trees, plants or vegetable productions belonging to the owner, whether such damage be done on the land held under contract or not, it shall be lawful for the owner to impound the said animal, and the provisions of the Pound Ordinance shall apply to all such cases.

18. The owner and any person or persons appointed in writing by him and any person or persons appointed in writing by the Justice may enter upon the land under contract at any reasonable times to view and inspect or to

Taxes.

Contractor  
dying intestate  
and without  
next of kin.Trees or plants  
to be owner's  
property  
during  
contract.Owner may  
impound  
animals of  
Contractor.

No. 12.

Inspection  
of land.

value the same, and any contractor preventing or molesting them in so doing shall be liable upon conviction before any Justice to a penalty not exceeding Five Pounds.

When owner may sue for possession of land or for compensation.

19. In any of the following cases:—

- (1.) Where a contractor transfers or mortgages or sublets his contract without having previously obtained the consent in writing of the owner to do so
- (2.) When the term or interest of the contractor in the contract has expired, either under the terms of the contract or upon expiration of a notice to quit when necessary
- (3.) Where a contractor neglects the cultivation of the land under contract, or his cultivation of the same is grossly defective, or where a contractor breaks or evades any of the terms and conditions of the contract
- (4.) Where a contractor receives moneys from the owner to be expended upon the cultivation of the land and does not so expend them

the owner may bring a claim before the Justice in the prescribed manner to recover possession of the land under contract or to obtain cancellation of the contract or for pecuniary compensation against the contractor as the case may be, and the Justice shall hear and decide the claim, and if the owner gives to the Justice due proof of the determination of the contract or that the contractor has been guilty of any of the defaults hereinbefore set forth and where the title of the person seeking relief has accrued since the time the contract was entered into the right by which he claims the possession, the Justice may then, if he shall see fit, issue a warrant under his hand to the Bailiff, which warrant may be in the form set out in Schedule A or such other form as the circumstances of the case may require, commanding him within a period to be therein named not less than fifteen clear days nor more than two months from the date of the decision of such claim, to enter by force, if needful, into the premises and give possession of the same to the said owner: Provided that entry upon any such warrant shall not be made on a Sunday, Good Friday, Christmas Day, nor on any day appointed by law to be kept as a public holiday, nor at any time except

between the hours of six in the morning and six in the afternoon: Provided also that nothing herein contained shall be deemed to protect any person on whose application and to whom any such warrant shall be granted from any action which may be brought against him by any such contractor for or in respect of such entry and taking possession where such person had not, at the time of granting the same, lawful right to the possession of the premises: Provided also that nothing herein contained shall affect any right of lien to which any contractor shall be entitled under this Ordinance.

20. It shall not be lawful to bring any action or prosecution against the Justice by whom such warrant as aforesaid shall have been issued, or against any Bailiff or other competent person by whom such warrant may be executed for issuing such warrant or executing the same respectively by reason that the person on whose application the same shall have been granted had not lawful right to the possession of the land under contract. Protection of Justices and Officers.

21. In any case where the Justice grants a warrant to the owner to recover possession of the land under contract either on the determination or the cancellation of the contract, such reasonable time not exceeding two months may be granted to the contractor as the Justice thinks fit, to remain on the land for the purpose of reaping any provisions growing thereon which by the terms of the contract belong to such contractor. Stay of warrant to reap provisions.

22. Where the Justice awards pecuniary compensation to an owner against a contractor he may, if he thinks fit, direct the said compensation instead of being paid at once to be deducted from such moneys as may become payable by the owner to the contractor at the termination or cancellation of the contract. Payment of compensation.

23. Upon the determination or cancellation of any contract under this Ordinance or in any case in which the owner brings a claim before the Justice for a warrant of possession against a contractor cultivating his land, or at any time during the continuance of the contract when either party to it breaks or evades any of the terms or conditions thereof, it shall be lawful for the party aggrieved to bring a claim before the Justice against the other party thereto for any moneys not exceeding the sum of Fifty Either party may bring a claim before Justice.

Pounds, whether on balance of account or otherwise and whether sounding in damages or not, which the plaintiff may allege are due and owing to him under and by virtue of the terms and stipulations in such contract contained or as damages for the breach thereof; and the defendant may in the said action by way of set-off and counterclaim bring any claim against the plaintiff for any moneys not exceeding the sum of Fifty Pounds which he may allege are due to him by the plaintiff under the contract and whether sounding in damages or not. The Justice shall hear and decide upon the said claim and counterclaim (if any) and he shall have power and jurisdiction if he shall see fit to cancel the contract and to award to the plaintiff or to the defendant any sum not exceeding Fifty Pounds whether due to him under the terms of the said contract or as damages for the breach of the same, or of any term and stipulation thereof, or the Justice may, without cancelling the contract, award pecuniary compensation as aforesaid; Provided that where any contract shall be cancelled in consequence of any breach or default on the part of the contractor the Justice may, if he shall see fit, postpone the payment of the moneys (if any) ordered by him to be paid by the owner to the contractor until the time expressed in the contract for the determination of the same.

Procedure and  
practice.

24. The Justice in hearing and deciding any claims whatsoever brought before him by any party to a contract coming under the provisions of this Ordinance and for the purpose of enforcing any judgments or orders made by him therein, shall adopt and he is hereby empowered to adopt the procedure and practice prevailing in the Petty Civil Courts, and for all the purposes of such claims and for enforcing any judgment or order made by him in the same, he and the Clerk and the other officers of the Petty Civil Court held by him and the parties or either of them to such action and any other person or persons as the case may be, shall, unless this Ordinance expressly provides otherwise, have all such powers, perform all such duties, be subject to all such liabilities, and have all such rights and privileges conferred or imposed upon them or any of them as are conferred or imposed upon them or any of them by the Petty Civil Courts Ordinance, and as if the action or claim adjudicated upon by the Justice under the powers of this Ordinance had been an action or claim adjudicated upon by him sitting as Judge of a Petty Civil Court.

No. 54.

25. The Justice shall have power and he is hereby empowered to apply the provisions of the Debtors' Ordinance to enforce the payment of any sum directed by him to be paid by any person under the powers vested in him by this Ordinance, and when he is sitting in open Court to hear and decide any claim brought under this Ordinance the said Court shall be and be construed to be a Civil Court within the meaning of section 2 of the said Ordinance.

Debtors  
Ordinance to  
apply.  
No. 37.

26. If in any case in which the defendant brings a set-off or counterclaim the claim of the plaintiff is stayed, discontinued or dismissed, the set-off or counterclaim may nevertheless be proceeded with.

Hearing of  
counterclaim.

27. When any party to a contract brings before the Justice a claim arising out of the said contract, it shall be lawful for the Justice to visit the land under contract or he may appoint one or more skilled persons to go upon the said land and report to him as to the state of cultivation of the same and also as to any circumstances upon which he may desire information. The person or persons so appointed shall send their report in writing to the Justice and at the hearing of the claim or at any adjournment thereof it shall be lawful for the Justice to adopt or not as he shall see fit the conclusions arrived at in such report, or to refer back the report for further consideration. Such report or amended report, as the case may be, shall be filed with the contract in the office of the Justice and upon reading it the Justice shall give his judgment or make such other order as he may think fit, and the costs of the proceedings, including any fees to be paid to the person or persons appointed as aforesaid, shall be paid by such party to the claim as the Justice shall order according to the scale contained in Schedule C.

Justice may  
appoint  
Inspector.

28. Where a claim is brought before the Justice which he has no jurisdiction to try, he shall order such claim to be struck out, and he shall have power to award costs to the same extent and recoverable in the same manner as if he had jurisdiction to try such claim.

Where no  
jurisdiction.

29. All judgments or orders of the Justice made in pursuance of this Ordinance shall be endorsed and signed by him upon or filed with the contract affected thereby, and he shall cause the same together with all notes of assignment

Record.

made under Section 10 to be transmitted to the Registrar-General for record on the registered contract.

Certiorari.

**30.** No judgment or order of the Justice acting under the powers contained in this Ordinance shall be brought before the Supreme Court for review, save and except under Section 32 of the Judicature Ordinance, or save and except in the manner and according to the provisions hereof.

No. 34.

Action for irregularity in obtaining possession.

**31.** In any case where the owner at the time of applying for such warrant as aforesaid had lawful right to the possession of the land under contract, neither the said owner nor his agent nor any other person acting in his behalf shall be deemed to be a trespasser by reason merely of any irregularity or informality in the mode of proceeding for obtaining possession under this Ordinance, but the party aggrieved may, if he think fit, bring an action for such irregularity or informality in which the damage alleged to be sustained thereby shall be specially laid, and may recover full satisfaction for such damage with the costs of the action: Provided that if the damage so laid be not proved, the defendant shall be entitled to a judgment, or if damages are not proved at any sum exceeding one pound sterling, the plaintiff shall recover no more costs than damages unless the Judge before whom the trial shall have been held shall see fit to certify upon the proceedings his opinion that full costs ought to be allowed.

Service of summons.

**32.—(1.)** Where husband and wife are both defendants it shall be sufficient to serve either with the summons unless the Justice shall otherwise order.

(2.) Where a defendant keeps his house or place of dwelling or place of business closed in order to prevent service, or where the defendant cannot be found and there is no person residing thereat, it shall be sufficient service to affix such summons on the door of such house or place of dwelling or place of business or to affix it in some conspicuous position upon the land under contract.

(3.) Where the Bailiff is prevented by violence or threats or other conduct of the defendant or any other person from personally serving a summons, it shall be sufficient service to leave such summons as near to the defendant as practicable.

(4.) Where an infant is a defendant, service on such

infant or on his father or guardian or (if none) on the person or persons with whom he resides or under whose care he is, shall be deemed good service.

In each of the cases hereinbefore mentioned the service shall be deemed good service.

33. Service of any summons or other process may be proved by indorsement on a copy of the same under the hand and description of the person making such service showing the day, place, time and mode of service; and in any case in which it is impossible to serve in person the defendant or the person named in the said summons or process it shall be so stated in such indorsement; and every such indorsement shall be taken as *prima facie* evidence of the truth of the facts therein stated; and any person wilfully and corruptly endorsing any false statement on the copy of a summons or other process shall be guilty of perjury and shall be removed from his office or employment: Provided that in any case in which the Justice sees fit so to do he may give special directions as to the mode in which service of any summons or process is to be effected. Proof of service.

34. In all cases the Justice shall have power if he thinks fit at any time within three months from the date of his judgment to rehear any matter by way of new trial or otherwise upon such terms as he shall think reasonable, and in the meantime to stay proceedings. Rehearing.

35. Every person who on examination on oath or affirmation under this Ordinance wilfully gives false evidence shall be liable to the penalties for perjury. False evidence.

36. At the trial or hearing of any claim tried by the Justice under the provisions of this Ordinance he shall take a note of the evidence adduced therein, and he shall at the request of either party make a note of any question of law raised before him and of the facts in evidence in relation thereto, and of his decision thereon, and of his decision of the claim, and he shall at the expense of any person or persons being party or parties to any such claim requiring the same for the purpose of appeal, furnish a copy of such note or allow a copy to be taken of the same by or on behalf of such person or persons, and the copy signed by such Justice shall be used and received at the hearing of such appeal. Notes of evidence.

Payment into  
Court.

**37.** In any case where an owner brings a claim before the Justice to recover possession of land held under contract, or for pecuniary compensation against a contractor, or in any case where the contractor brings a claim against the owner, it shall be lawful for the defendant to deposit with the Justice any sum to which he admits the plaintiff is entitled, and the Justice shall give him a receipt for the said sum, and the Clerk shall forthwith give notice of such deposit to the plaintiff or his Solicitor. The plaintiff may accept the said sum in full satisfaction of his claim and thereupon the Justice shall pay it over to him and take his receipt accordingly, and the Justice may allow him his costs up to the date of the said deposit. In case the plaintiff elects to proceed with his claim and the Justice finds that the sum so deposited was sufficient, the plaintiff shall only be entitled to costs up to the time of the said deposit unless the Justice shall otherwise order, and in case the plaintiff recovers any sum beyond that so deposited he shall be entitled to such costs as the Justice shall order.

Justice may  
grant time to  
put contract  
in order.

**38.** Where any claim is brought under this Ordinance before the Justice by the owner against a contractor, and the owner shall prove his case to the satisfaction of the Justice, it shall be lawful for the Justice in his discretion instead of ordering the contract to be cancelled, or instead of awarding to the owner pecuniary compensation, to order and direct that the contractor shall have such reasonable time allowed to him as the said Justice shall see fit to make good any defaults or to remedy any breaches of contract committed or suffered by the said contractor, and the Justice may adjourn the case until the expiration of the time so allowed, and if at such adjourned hearing the contractor fails to bring evidence to prove to the satisfaction of the Justice that he has made good the said defaults or breaches of contract, the said Justice may proceed to decide the claim as if such adjournment had not taken place.

When Judge  
may remit  
action to be  
tried by  
Justice.

**39.** Where in any action brought in the Supreme Court upon any contract under this Ordinance, the claim endorsed on the writ is either to recover possession of land held under the terms of the said contract, or where such claim does not exceed fifty pounds, or in any case where such claim although it originally exceeded fifty pounds is reduced by payment, an admitted set-off, or otherwise, to a sum not exceeding fifty pounds, it shall be lawful for the defendant

in the action within fourteen days from the day upon which the writ shall have been served upon him if the whole or part of the demand of the plaintiff be contested, to apply to a Judge in Chambers for a summons to the plaintiff to show cause why such action should not be tried before the Justice, and on the hearing of such summons the Judge shall, unless there be good cause to the contrary, order such action to be tried accordingly, and thereupon the plaintiff shall lodge the original writ and the order with the Justice, who shall appoint a day for the hearing of the claim, notice whereof the Clerk shall send to both parties or their Solicitors, and the claim and all proceedings therein shall be heard before the Justice as if it had been originally commenced before him, and the costs of the parties in respect of proceedings subsequent to the order of the Judge shall be allowed according to the scale of costs in proceedings under this Ordinance before the Justice, and the costs of the proceedings previously had in the Supreme Court shall be allowed according to the scale in use in such Court.

40. Where any claim under this Ordinance is brought before the Justice against any party to a contract, he may, within fourteen days after the service of the summons upon him, apply to a Judge in Chambers for a summons to the plaintiff to show cause why the proceedings therein should not be transferred to the Supreme Court, and the Judge may if he shall see good cause to do so, either on the ground that some important point of law is involved or that the claim is one which ought to be tried in the Supreme Court, order the said proceedings to be transferred accordingly upon such terms as to giving security for costs or otherwise as he may see fit, and thereupon the said claim shall be tried by the Supreme Court or a Judge thereof who shall have and exercise all the powers which the Court or a Judge would have had if the claim had been an action commenced by a writ of summons in the Supreme Court.

Removal of  
claims to  
Supreme  
Court.

41. If in any action upon any contract under this Ordinance brought in the Supreme Court, the plaintiff shall recover a sum not exceeding twenty pounds whether by judgment, verdict, or on demurrer or otherwise, he shall not be entitled to any costs of suit unless the Judge before whom the action is tried certifies on the proceedings that there was sufficient reason for bringing such action in the Supreme Court.

Costs.

Attachment.

42. When a plaintiff obtains judgment against a defendant under this Ordinance, he may by leave of the Justice attach any sum of money paid to the Justice to the credit of such defendant or any money or property due to such defendant under any judgment obtained by him before the Justice acting under the powers in this Ordinance contained or in any Petty Civil Court of the said Justice.

Security for costs.

43. It shall be lawful for any person against whom an action is brought in the Supreme Court upon any contract under this Ordinance, to make an affidavit that the plaintiff has no visible means of paying the costs of the defendant should judgment not go for the plaintiff, and thereupon a Judge in Chambers shall have power to make an order that unless the plaintiff shall, within a time to be therein mentioned, give full security for the defendant's costs to the satisfaction of the Registrar, or satisfy the Judge that he has a cause of action fit to be prosecuted in the Supreme Court, all proceedings in the action shall be stayed, or, in the event of the plaintiff being unable or unwilling to give such security or failing to satisfy the Judge as aforesaid, that the cause be remitted for trial before the Justice; and thereupon the Registrar shall send the order to the said Justice, who shall appoint a day for the hearing of the claim, notice whereof shall be sent by the Clerk to both parties or their Solicitors; and the said Justice shall have all the same powers and jurisdiction as if the claim had been commenced before him under the provisions in this Ordinance contained: and the fees and costs of the parties in respect of the proceedings subsequent to the order of the Judge shall be allowed according to the scale set forth in Schedules B and C, and the costs of the proceedings in the Supreme Court shall be allowed according to the scale in use in such Court.

Sale of costs.

Appeal.

44. Where any claim is tried by the Justice under the provisions of this Ordinance it shall be lawful for either party to the same who may be aggrieved by the judgment or order of the said Justice to appeal from the same to the full Court; provided that such party shall within fourteen days after such judgment or order shall have been made or given, deliver notice of appeal to the other party or his Solicitor, and also give security for the costs of the appeal to the satisfaction of the Justice and in such sum (if any) as the Justice shall direct; and provided always that not-

withstanding such party has not given the security required by the Justice he may by leave of a Judge in Chambers obtained within one month from the giving of the judgment or order aforesaid upon good cause shown to the satisfaction of the said Judge, and if the said party has given such notice to the other party within fourteen days as herein-before required, appeal to the Court from such judgment or order, and upon such terms as the Judge may in his discretion impose. The provisions respecting appeals contained in the Rules of Court made in pursuance of the Judicature Ordinance shall apply to any appeal under this Ordinance as if it had been an appeal brought under the said Rules.

45. All accounts between the parties to any contract under this Ordinance must be rendered in writing by the owner made up to the end of each calendar year within two months from the expiration of any such year, and on the determination or cancellation of the contract; and if such account is not so rendered as aforesaid, or if either party is dissatisfied with any account so rendered, he may give notice to the other party and apply to the Justice to take and settle such account: Provided that if no complaint is made within three months of the receipt of such account, the same shall be considered as an accepted and final account by consent between the parties at the date named. In any case when either party to the contract is empowered by this Ordinance to bring a claim before the Justice to recover any sum not exceeding Fifty Pounds, he shall have power to bring a claim before the Justice to recover any balance not exceeding Fifty Pounds due to him under the provisions contained in this section, whether such balance is by consent of parties or is found to be due by the Justice.

Accounts  
between  
parties.

46. The contractor may with the consent in writing of the owner and upon such part of the land under contract as the owner may point out to him, erect any buildings upon the said land.

Erection of  
buildings.

47. With respect to all fees and costs payable in matters coming under this Ordinance the following rules shall prevail:—

Fees and Costs.

(1.) The Stamp (Fees) Ordinance and all Regulations made in pursuance thereof shall apply to all such fees.

(2.) The fees set forth in Schedule B shall be payable to the persons therein mentioned.

(3.) In proceedings by way of appeal to the Court under this Ordinance such fees shall be taken by the Registrar and such costs may be allowed as would be taken and allowed in appeals to the Court from the decision of a Judge in a case of similar amount or nature.

(4.) In any case in which it is made to appear to the satisfaction of the Justice that any person claiming relief under this Ordinance is a pauper and has, in the opinion of the Justice, a good ground for claiming such relief, the Justice may in his discretion either remit the payment of any fees or costs by such person or may suspend their payment until the claim is decided.

(5.) The Justice may direct any fees and costs whatsoever in proceedings before him under this Ordinance to be paid by any party to the claim; and in case any such fees or costs are not so paid within such time as the Justice shall direct, it shall be lawful for him to enforce such payment in the same manner as he is empowered by this Ordinance to enforce the payment of any sum of money awarded by him as damages or as compensation.

(6.) In all proceedings under this Ordinance before the Justice he may in his discretion allow the costs set forth in Schedule C or any less amounts that he may think fit.

(7.) All fees received by any person under this Ordinance shall be paid by him into the Colonial Treasury unless otherwise provided for.

Forms.

48. The forms set forth in Schedule A with such variation as circumstances may require, may be used in all proceedings under this Ordinance.

Jurisdiction  
of Court.

49. Nothing in this Ordinance contained shall in any way affect the jurisdiction of the Court or any Judge thereof.

Evidence.

50. In all Courts and in all proceedings whatever with reference to any contract under this Ordinance, the contract filed in the office of the Justice or with the Registrar-General shall be conclusive evidence of the terms therein contained; and the signatures of the parties thereto and of the attesting witness and also the signatures to any indorsements thereon and to any documents filed therewith shall be presumed to be genuine; and it shall not be

necessary to prove the said signatures, but the production of the said contract and documents coming from the proper custody shall be sufficient proof of the contract and of any indorsements thereon, and of any such documents as aforesaid: Provided that this section shall not prevent the contract held by the parties from being given in evidence in the usual way.

51. The Judge of the Port-of-Spain District Court shall have and exercise the same power and authority to hear and determine all cases arising out of the provisions of this Ordinance as are by this Ordinance conferred on and vested in the Stipendiary Justice of the Peace of Port-of-Spain. <sup>Port-of-Spain cases.</sup>

## SCHEDULE A.

### FORM I.

#### NOTICE OF PAYMENT INTO COURT.

IN THE MATTER OF THE AGRICULTURAL CONTRACTS ORDINANCE.

Before A. B., Esq., S.J.P.

Sitting at

C. D. vs. G. R.

TAKE NOTICE that the Defendant has paid to the said A.B., Esq., £ and says that that sum is enough to satisfy the Plaintiff's claim. To C. D. or K. L., his Solicitor.

### FORM II.

#### WARRANT OF POSSESSION.

IN THE MATTER OF THE AGRICULTURAL CONTRACTS ORDINANCE.

WHEREAS (set forth the Claim and Judgment or Order of the Justice) I the said A. B., Stipendiary Justice of the Peace, do in virtue of the powers vested in me by the Agricultural Contracts Ordinance, authorize and command you on any day within \_\_\_\_\_ days from the date hereof (except on Sunday, Good Friday, Christmas Day, or any day appointed by law to be kept as a Public Holiday, to be added if necessary,) between the hours of six in the forenoon and six in the afternoon to enter (by force if needful) and with or without the aid of \_\_\_\_\_ (the owner or agent or manager, as the case may be) or any other person or persons whom you may think requisite to call to your assistance, into and upon the lands (here describe them) and to eject thereout any person out of the said lands and full and peaceable possession to deliver to the said \_\_\_\_\_ (the owner or manager or agent.)

And I do hereby command and order all Police officers and constables to be aiding and assisting you in the execution of this my warrant.

Given under my hand this \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_, at \_\_\_\_\_

A. B., S.J.P.

To the Bailiff, Assistant Bailiffs and to all Police officers and constables acting for the \_\_\_\_\_ district.

FORM III.

CONVEYANCE.

IN THE MATTER OF THE AGRICULTURAL CONTRACTS ORDINANCE.

Before A. B., Esq., S.J.P.

Sitting at

KNOW ALL MEN by these Presents, that I, A. B. Stipendiary Justice of the Peace, by virtue of the proceedings had before me in a claim wherein Plaintiff and was Defendant have sold and adjudicated unto of the Ward of master carpenter, a certain parcel of land of the said situate in together with the dwelling-house and other buildings thereon for the sun of £ which sum has been well and truly paid to me by the said

And therefore I do by these Presents, in pursuance of the Ordinance in that behalf, and by virtue of the powers thereby given to me, convey and transfer unto the said and his heirs all that said parcel of land situate in containing by admeasurement (or estimation) and abutting, etc., (set out abutments) together with the dwelling belonging to TO HAVE and TO HOLD the same unto the said his heirs and assigns for ever.

IN WITNESS whereof I have hereunto set my hand at this day of in the year of Our Lord 19 .

Signed in the presence of

A.B., S.J.P.

J.K.

L.M.

FORM IV.

EXECUTION.

No. of Plaint of 19 .

IN THE MATTER OF THE AGRICULTURAL CONTRACTS ORDINANCE.

Before A.B., Esq., S.J.P.

Sitting at

C.D. vs. G.H.

To the Bailiff and Assistant Bailiffs.

THESE are to require you forthwith to cause Execution to be made and levied according to law, on the moveable, and in default thereof, on the immoveable property of the said G.H. to the amount of £

			£	s.	d.
Debt ...	...	...	—	—	—
Interest...	...	...	—	—	—
Costs ...	...	...	—	—	—
Execution Fee	...	...	—	—	—
			<hr/>		
			£		
			<hr/>		

Given at this day of 19 .  
A.B., S.J.P.

## FORM V.

IN THE MATTER OF THE AGRICULTURAL CONTRACTS ORDINANCE.

Statutory Contract made this \_\_\_\_\_ day of \_\_\_\_\_ 19 .  
 Between A.B., of \_\_\_\_\_ (hereinafter called the Owner),  
 and C.D., of \_\_\_\_\_ (hereinafter called the Contractor),  
 for extending the cultivation of the \_\_\_\_\_ Estate,  
 in the Ward of \_\_\_\_\_, in the Colony of Trinidad and Tobago.

IT IS AGREED AS FOLLOWS:—

1. On the signing of this contract the owner shall deliver to the contractor possession of \_\_\_\_\_ acres of land or thereabout, bounded on the North by lands of \_\_\_\_\_ and on the South by lands of \_\_\_\_\_ and on the East by lands of \_\_\_\_\_ and on the West by lands of \_\_\_\_\_ being part of \_\_\_\_\_ the said Estate, for the space of \_\_\_\_\_ years, computed from this date (which shall hereafter be called the commencement of this contract.)
2. The contractor shall commence to cultivate within one month from the date hereof, or in default the owner may proceed to recover possession of the land under contract.
3. The land shall be cultivated with cocoa, nutmeg, orange or lime trees, tobacco or other product (as the case may be).
4. Within \_\_\_\_\_ days from such delivery the contractor shall clear, burn and prepare the said \_\_\_\_\_ acres of land for planting.
5. Within \_\_\_\_\_ days from the land being so prepared the contractor shall plant the whole of such land (*in cocoa or whatever else required*) in a regular and husbandlike manner, such \_\_\_\_\_ trees to be planted at \_\_\_\_\_ feet by \_\_\_\_\_ feet and immortelles at \_\_\_\_\_ feet by \_\_\_\_\_ feet (*add here the different things to be done by the contractor, each clause being separately numbered*).
6. The contractor shall not plant any rice (*or whatever else may be objected to*) nor more than one crop of corn on the land without the consent in writing of the owner being first obtained.
7. At the termination of this contract (*or whatever the terms or manner of payment may be*) the owner shall pay to the contractor the sum of \_\_\_\_\_ cents for each healthy bearing \_\_\_\_\_ tree on the said land and (*add whatever price may be agreed upon for supplies and for trees not bearing*) the contractor shall deliver possession of the said land to the owner.
8. The contractor shall have the full benefit of all provisions growing on the said land until the determination or cancellation of this contract.
9. (*Add whatever other benefit the contractor is to derive*).

N.B.—The foregoing can be varied as circumstances may require.

In witness whereof the said owner and contractor have hereunto set their hands in the presence of

E. F.,  
S.J.P.or Warden, or Officer appointed  
in that behalf.)A. B.,  
Owner.C. D.,  
Contractor

See amending order 8/1912

See 4/1

## FORM VI.

## PLAINT.

IN THE MATTER OF THE AGRICULTURAL CONTRACTS ORDINANCE.

Before A. B., Esq., S.J.P.

Sitting at  
No.

C. D. of \_\_\_\_\_ owner, claims of G. R. of \_\_\_\_\_, contractor,  
possession of all that piece or parcel of land of \_\_\_\_\_ acres in extent, bounded  
on the N. by \_\_\_\_\_  
on the S. by \_\_\_\_\_  
on the E. by \_\_\_\_\_  
and on the W. by \_\_\_\_\_  
held by the defendant on a contract registered the \_\_\_\_\_ day of \_\_\_\_\_ 19 \_\_\_\_\_  
on the ground (*here insert the ground or grounds on which the possession  
is claimed.*)

The plaintiff also claims £ \_\_\_\_\_ (*here insert particulars of the claim*)  
from the defendant upon the contract registered the \_\_\_\_\_ day of \_\_\_\_\_ 19 \_\_\_\_\_.

*N.B.—If possession only is claimed or pecuniary compensation or damages,  
strike out those parts of the above Plaintiff which do not apply.*

## FORM VII.

## SUMMONS TO DEFENDANT.

No. of Plaintiff.

IN THE MATTER OF THE AGRICULTURAL CONTRACTS ORDINANCE.

Before A. B., Esq., S.J.P.

Sitting at

To J. R. of

You are hereby summoned to appear before the Justice at the Police Station,  
in the Town of \_\_\_\_\_ on \_\_\_\_\_, the \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_, at  
the hour of \_\_\_\_\_ in the forenoon, to answer C. D., of \_\_\_\_\_ in a claim  
(*here insert the nature of the claim.*)

£ s. d.

Amount of Claim

Costs

C. F.,  
Clerk of the Peace.

*N.B.—If you intend to bring any counterclaim against the Plaintiff's claim you  
should give a notice in writing to him at once, or else the case may be  
adjourned when it comes on for hearing.*

*If you admit the Plaintiff's claim pay the money to the Clerk of the Court  
at once and you will save further costs.*

*If you admit that you owe the Plaintiff some money less than the amount  
he claims pay the amount you admit to the Clerk of the Court at once  
and you will then have a chance of saving further costs.*

## SCHEDULE B.

## TABLE OF FEES.

			£	s.	d.			
For attesting each copy of Contract	...	...	0	1	0			
For taking acknowledgment of any Contract	...	...	0	1	0			
		Above £5.	£5 and under					
		£	s.	d.	£	s.	d.	
For every Conveyance of lands	...	...	0	5	0	0	4	2

*(The above fees to be paid by stamps to be provided and affixed by the parties applying for same.)*

## TO THE REGISTRAR-GENERAL.

For searching Book of Agricultural Contracts	...	...	0	1	0
For copy of any Contract	...	...	0	1	0

## TO THE BAILIFF OR MARSHAL.

		Above £5.	£5 and under				
		£	s.	d.	£	s.	d.
For every Writ of Execution (to be paid by the applicant in stamps to be affixed to the writ)		0	6	0	0	4	0

## SCHEDULE C.

## COSTS IN CASES BEFORE THE JUSTICE.

In actions for recovery of possession of land where the value of the contract is less than £10 or where the amount recovered is under £10 or where any sum up to £10 is claimed and the Defendant obtains judgment:—

## FEES TO SOLICITORS:

			£	s.	d.
On any Plaintiff not exceeding £2 10 0	...	...	0	5	0
On any Plaintiff above £2 10 0 but not exceeding £5	...	...	0	7	6
On any Plaintiff exceeding £5 but not exceeding £10	...	...	0	10	0

In actions where the sum recovered shall exceed £10 but not exceed £20 or where a corresponding claim is made and the Defendant obtains judgment:—

		£	s.	d.	to	£	s.	d.
Solicitor's attendance in Court at trial	...	0	10	0		0	15	0
Fee to Counsel	...	1	1	0		2	2	0

In actions where the sum recovered is over £20, or where the Defendant obtains judgment:—

		£	s.	d.	to	£	s.	d.
Solicitor's attendance in Court	...	0	10	0		1	1	0
Fee to Counsel	...	1	1	0		4	4	0

In actions for recovery of possession of land under Contract where the value of the Contract is over £10, or the Defendant obtains judgment:—

		£	s.	d.	to	£	s.	d.
Solicitor's attendance in Court	...	0	5	0		1	1	0
Fee to Counsel	...	1	1	0		4	4	0

Fees to persons appointed by the Justice to go upon lands under contract and report thereon—from Five Shillings to Three Guineas per day.