

CHAPTER 134.

AGRICULTURAL CONTRACTS.

Ordinance
No. 36 of 1925.

AN ORDINANCE RELATING TO AGRICULTURAL CONTRACTS.

[18th June, 1925.]

Short title.

1. This Ordinance may be cited as the Agricultural Contracts Ordinance.

Interpreta-
tion.

2. In this Ordinance—

“ Agricultural Contract ” and “ Contract ” mean an agreement whereby a person called a contractor is let into possession of a parcel of land by the owner thereof for the purpose of bringing such parcel of land into cultivation or for the *bonâ fide* purpose of extending the cultivation thereon, in accordance with the terms of such agreement, and includes all contracts whether entered into before or after the commencement of this Ordinance, and whether registered or unregistered, but shall not include any agreement relating to the cultivation of sugar-cane;

“ Bailiff ” means the Bailiff attached to the Court and includes his assistants;

“ Claim ” means any action, suit, or other proceeding brought or taken under this Ordinance;

“ Clerk ” means the Clerk of the Peace or Assistant Clerk of the Peace attached to the Petty Civil Court;

“ Court ” means the Court in which any claim is brought or is being prosecuted, and includes the Judge, or, in the case of the Supreme Court, a Judge of such Court;

“ Cultivate ” means clearing, sowing, planting, draining, cleaning, weeding, or any agricultural work whatsoever done upon lands under contract;

- “ Defendant ” means any person against whom relief of any sort is claimed under this Ordinance;
- “ Functionary ” includes any Magistrate, Justice, Warden, Assistant Warden, and any public officer duly appointed by the Governor to be a functionary under this Ordinance;
- “ Judge ” means the Judge of the Petty Civil Court of the district in which the lands under contract or any portion thereof are situate;
- “ Judgment ” and “ Order ” mean any judgment, decision, direction, ruling, finding, or order made by the Court;
- “ Owner ” means the proprietor of any land given out, or part of which is given out, under a contract to be cultivated by a contractor, or the duly authorized agent or manager for the time being of such owner, 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;
- “ Plaintiff ” means any person claiming relief of any sort against a defendant under this Ordinance;
- “ Registered ” means registered under the provisions of this Ordinance;
- “ Registered contractor ” means a contractor whose contract is registered;
- “ Unregistered contractor ” means a contractor whose contract is not registered.

Agricultural Contracts—Generally.

3. Nothing contained in the Masters and Servants Ordinance shall affect any contract falling within the provisions of this Ordinance. Agricultural
Contracts.
Cap. 152.

4. (1) A contract, whether entered into before or after the commencement of this Ordinance, shall not be deemed or be construed to be or to create an interest in land; but a contractor shall, subject to the provisions hereinafter contained, be entitled as against the owner to the possession of the parcel of land in respect of which he has a contract, although such parcel of land may be subject to Rights of
contractor.

Cap. 160. the provisions of the Real Property Ordinance, and although a note of such contract shall not have been endorsed on the Crown grant or certificate of title evidencing title to such land.

(2) The contractor's right to possession shall include the right to reap and apply to his own use the provisions on the land under contract, and the right to reap in the ordinary course of husbandry and to apply to his own use, unless prohibited by the terms of his contract, the produce of the trees on such land.

(3) The contractor shall, subject to the provisions hereinafter contained, be entitled to retain possession until he has been paid all moneys payable to him by the owner in respect of his contract or in pursuance of any judgment or order founded on such contract or the provisions of this Ordinance.

(4) Nothing herein contained shall in any wise prejudice or affect debts due to the Crown or any right of the Crown.

Duties of contractor retaining possession.

5. Where a contractor remains in possession after the expiration or termination of his contract, the contractor shall continue to be subject to all the terms and conditions of such contract in like manner as if such contract had not expired or had not terminated.

Trees or plants to be owner's property during contract.

6. Notwithstanding the occupation by the contractor of any land under contract, and notwithstanding his right of possession, 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 subject to the provisions of this Ordinance, be and be held to be the property of the owner for all purposes both civil and criminal.

Owner may impound animals of contractor.

7. If any animal, whether the property of the contractor or not, strays and damages 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 Pounds Ordinance shall apply to all such cases. Cap. 269.

8. On the alienation or devolution of ownership of an allotment or of any estate whereon land may be held by a contractor, the incoming owner of such allotment or estate shall, subject to the provisions hereinafter contained, be bound by all contracts existing at the time of such alienation or devolution, and such incoming owner shall be liable for the performance of all unfulfilled parts of such contracts in the same manner and to the same extent as, but for such alienation or devolution, the former owner would have been liable. Liability for existing contracts on sale or devolution of estate.

9. (1) The owner of any land subject to a mortgage shall not enter into any contract save with the written consent of the mortgagee. Contracts entered into subsequently to a mortgage on the estate.

Any person contravening the provision of this subsection shall be liable, on summary conviction before a Magistrate, to a penalty not exceeding twenty pounds: Provided that no such contravention shall affect the validity of the contract.

(2) A contract made subsequently to a mortgage shall bind the mortgagee and any person claiming through him: Provided that such mortgagee or other person shall not be liable to pay for any tree which was planted prior to the date of the contract and which was at such date two years old or more, and such mortgagee or other person shall not be liable to pay more than half the stipulated price (which price shall not exceed the price ordinarily paid in the district) for trees which were planted prior to the date of the contract and which were at such date less than two years old. The onus of proving the age of any tree planted before the date of the contract shall be on the contractor.

(3) Such mortgagee or other person shall be entitled to pay off such contractor, whether his contract is registered or not, and to recover possession of the land under contract upon giving notice to the contractor at any time within three months after taking possession of the allotment or estate of which the land subject to such contract forms part, although the term of such contract shall not have expired. Mortgagee may pay off contractor.

(4) Any additional payment to which the contractor shall be entitled under the terms of his contract shall be recoverable from the mortgagor or any other person who may be liable.

(5) Every contract entered into in respect of land subject to a mortgage shall be registered by the mortgagor within one year of the entry into possession by the contractor under such contract: Provided that where a mortgage is subsisting at the commencement of this Ordinance such contract shall be registered within one year from such commencement.

Any person failing to comply with the requirements of this sub-section shall be liable, on summary conviction before a Magistrate, to a penalty not exceeding twenty pounds: Provided that no such failure shall affect the validity of the contract.

Illegal stipulations.

10. If in any contract 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.

Taxes.

11. 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.

Right of owner in case of illness or other disability of contractor.

12. In the case of continued disability of the contractor arising from illness, injury, or other reasonable cause to maintain his contract in proper order or to provide for such maintenance, the owner may, but shall not be obliged to, do any necessary work which should have been done by the contractor under the terms of his contract, and it shall be lawful for the owner to deduct from moneys to come to the contractor the actual cost of such work exclusive of that of supervision.

13. Where a contractor dies intestate and without next of kin, the owner shall, within two months from the date of 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 Post Office 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 Bank Ordinance.

Contractor
dying
intestate and
without
next of kin.

Cap. 109.

14. The owner and any person or persons appointed by him, and any person or persons appointed by the Court, may enter upon the land under contract at any reasonable times to inspect or to value the same, and any contractor obstructing or molesting any such person in so doing shall be liable, on summary conviction before a Magistrate, to a penalty not exceeding five pounds.

Inspection of
land.

15. 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 buildings upon the said lands.

Erection of
buildings.

Registered Contracts.

16. (1) A contract in writing signed by the parties thereto, in duplicate, in the presence of and attested by a functionary as a witness, shall be registered under this Ordinance.

Registration
of written
contracts.

(2) Before the contract is signed as aforesaid, the functionary before whom it is signed shall explain or cause to be explained the terms and conditions thereof to the parties thereto, and shall satisfy himself that the said parties understand the terms and conditions thereof.

17. There shall be paid on the signing and attestation of each duplicate as aforesaid the fee set forth in the Second Schedule to this Ordinance. The said fee shall be paid by the owner.

Fees.

Contracts in writing to be registered and filed.

18. (1) Where the contract is not signed before the Judge, it shall be the duty of the functionary before whom it is signed forthwith to forward both duplicates to the Judge.

(2) Where the contract is signed before the Judge, or where any contract shall have been forwarded to him under the last preceding sub-section, the Judge 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.

Registration of contracts.

19. Upon receipt by the Registrar-General of a contract duly signed and attested as aforesaid, such contract shall be deemed to be registered under the provisions of this Ordinance.

Register of contracts.

20. (1) 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.

Searches.

(2) All persons shall be at liberty to search the Register Book, or the file in the office of the Judge, on payment of the sum of one shilling, and no multiplication of books shall increase the fee.

Certified copies of contracts.

21. On the payment of a fee of one shilling, any person shall be entitled to be supplied with a copy of a contract filed in the office of the Judge or registered at the office of the Registrar-General and of the endorsements thereon, duly certified under the hand of the Judge or his Clerk or of the Registrar-General.

Assignment of contract.

22. (1) A contractor, with the consent in writing of the owner, may assign his interest in a registered contract at any time to any person or persons.

(2) 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.

Discharging contracts.

23. (1) A registered contract may be discharged or voluntarily cancelled by a receipt or memorandum signed in the presence of and attested by a functionary.

(2) Where the functionary is not the Judge, he shall forthwith forward such receipt or memorandum to the Judge, who shall cause the same to be filed in his office.

24. (1) A note of every assignment made with the written consent of the owner, and of every discharge or cancellation of a contract, and of every judgment or order made in pursuance of this Ordinance, shall be endorsed on the duplicate filed with the Judge, and such note shall be signed by the Judge.

Note of assignment, etc., to be made on contract.

(2) The Judge shall forthwith transmit a note of every such assignment, discharge, cancellation, judgment, or order to the Registrar-General, who shall cause the same to be endorsed on the contract affected thereby, and such endorsement shall be signed by the Registrar-General.

Claims in respect of Registered Contracts.

25. In any of the following cases:—

- (1) Where a registered contractor transfers or mortgages or sublets his contract without having previously obtained the consent in writing of the owner to do so; or
- (2) When the term or interest of a registered contractor in the contract has expired, either under the terms of the contract or upon expiration of a notice to quit when necessary; or
- (3) Where a registered 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; or
- (4) Where a registered contractor receives moneys from the owner to be expended upon the cultivation of the land and does not so expend them; or
- (5) Where, by the terms of a registered contract, the owner is entitled to have the same cancelled; or
- (6) Where a registered contractor has been convicted of larceny, or of any offence under the Sale of Produce Ordinance, or of conveying or being in possession of produce suspected to have been stolen or unlawfully obtained; or

When owner may sue for possession of land.

Cap. 273.

- (7) Where the owner disputes the validity of any registered contract; or
- (8) Where notice has been given under section 9 (3) of this Ordinance,

the owner or mortgagee, as the case may be, may bring a claim—

- (a) to recover possession of the land under contract, or
- (b) to obtain cancellation of the contract.

Rights of parties on determination of contract.

26. Upon the determination of a registered contract, or in any case in which the owner brings a claim for possession or for cancellation of a registered contract, or at any time during the continuance of such contract when either party to it breaks or evades any of the terms or conditions thereof, the party aggrieved may bring a claim against the other party thereto for any moneys, 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 or by virtue of the terms and stipulations in such contract contained or as damages for the breach thereof.

Set-off and counter-claim

27. The defendant in any action may, by way of set-off or counterclaim, bring any claim against the plaintiff to which he may be entitled, whether for possession or for cancellation of such contract, or for moneys, whether upon balance of account or not, and whether sounding in damages or not, which he may allege are due and owing to him by the plaintiff under or by virtue of the terms and stipulations in such contract contained or as damages for the breach thereof.

Joinder of claims.

28. The plaintiff or defendant in any action or counterclaim may join every claim to which he may be entitled in respect of a registered contract.

Powers of the Court.

29. (1) Upon the hearing of any such claim and counterclaim, if any, the Court may, according to the nature of the relief asked for, do all or any of the following things; namely, order the contractor to deliver possession of the land under contract, or cancel the contract, or award to the plaintiff or to the defendant such sum as it shall

think just as money payable to him under the terms of the said contract or as damages for the breach of any of the terms and stipulations thereof.

(2) Provided always, that when the Court makes an order for possession or for the cancellation of a contract, the Court shall have power, although there shall not have been any claim by the contractor in that behalf, to order the owner to pay to the contractor such sum, if any, as it shall consider a just compensation for the work and labour done on the land under contract, regard being had to the terms of the contract, including the value of unreaped provisions, to the benefit to be derived by the owner by reason of such work and labour, to any damages suffered by the owner by reason of any breach by the contractor of any of the terms and stipulations in such contract, to any advances made to the contractor, and to the provisions of section 9 (2) of this Ordinance.

30. 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 counter-claim.

31. Where any claim is brought by the owner against a registered contractor, and the owner shall prove his case to the satisfaction of the Court, it shall be lawful for the Court in its 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 Court shall see fit to make good any defaults or to remedy any breaches of contract committed or suffered by the contractor, and the Court 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 Court that he has made good the said defaults or breaches of contract, the Court may proceed to decide the claim as if such adjournment had not taken place.

Court may grant time to put contract in order.

32. Where pecuniary compensation is awarded to an owner against a contractor, the Court may, if it thinks fit, direct the said compensation instead of being paid at

Payment of compensation delayed.

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.

Evidence of
registered
contracts.

33. In all Courts and in all proceedings whatever with reference to any registered contract—

- (1) The contract filed in the office of the Judge or registered at the office of the Registrar-General shall be conclusive evidence of the terms therein contained;
- (2) The signatures of the parties to such contract and of the attesting witness, and also the signatures to any endorsements 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 contracts and documents coming from the proper custody shall be sufficient proof of the contract and of any endorsements thereon and of any such documents as aforesaid;
- (3) Every fact contained in an endorsement shall be presumed to be true until the contrary is proved;
- (4) The production of a certified copy of a contract filed in the office of the Judge or registered at the office of the Registrar-General, or of the duplicate filed in the office of the Judge, shall be proof of the registration of such contract;
- (5) A certified copy of a contract filed in the office of the Judge or registered at the office of the Registrar-General shall be *prima facie* proof of the terms of such contract, and of the several endorsements thereon, and of every fact which would be evidence by the production of the contract from the proper custody.

Unregistered Contracts.

Unregistered
contracts.

34. (1) Where a person claims to be in possession or to be entitled to the possession of a parcel of land as an unregistered contractor, the owner of such land or the alleged contractor may, respectively, bring a claim against the other party for the recovery of possession of the said parcel of land, or for work and labour done as a contractor, as the case may be.

(2) If it shall appear that such person is entitled to possession of such parcel of land by virtue of an unregistered contract, and such owner and contractor do not consent to sign and register a contract under the provisions of this Ordinance, or are unable to agree to the terms of such contract, the Court shall make an order for the delivery of possession of such parcel of land to such owner, and shall award to the contractor such sum, if any, as the Court shall consider a just compensation for the work and labour done on the said parcel of land, regard being had to the terms of the contract, if in writing, and if not in writing, to the terms customary in registered contracts in the district, to the benefit to be derived by the owner by reason of such work and labour, to any damages the owner may have suffered by reason of any default or neglect on the part of the contractor, to any advances made to the contractor, and to the provisions of sections 9 (2) of this Ordinance.

(3) If it shall appear that no valid contract exists, or that the contractor by reason of his negligent and defective cultivation is not entitled to any compensation, the Court shall make an order for the delivery of possession of such parcel of land to the owner.

Procedure and General Provisions.

35. (1) Where an order for delivery of possession of any parcel of land has been made under the provisions of this Ordinance, the Judge may, on the application of the owner, at any time after such order, or at any time after payment of all moneys which the owner may have been ordered to pay to the contractor where such order has been made, issue a warrant under his hand to the bailiff, commanding him within a period to be therein named, being not less than three clear days nor more than two months from the date of the warrant, to enter by force, if necessary, into the premises and give possession of the same to the said owner.

Warrants of possession.

(2) Provided that entry under any such warrant shall not be made on a Sunday, Good Friday, Christmas Day, nor on any public holiday, nor at any time except between the hours of six in the morning and six in the afternoon.

(3) 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, whether such person had not, at the time of granting the same, lawful right to the possession of the premises.

(4) An application under this section may be made in Chambers to the Judge of the Court which made the order, without formality and *ex parte*: Provided that where an order has been made for the payment of any moneys to the contractor, the application for the issue of a warrant shall be supported by an affidavit verifying the full payment and satisfaction of all moneys so ordered to be paid; and if such application is not made within one month from the date of the order for possession, such Judge may, in his discretion, adjourn the hearing of the application into Court and require notice of any such application to be served upon the contractor.

(5) In this section, the expression "Judge" shall include a Judge of the Supreme Court where the order for delivery of possession has been made by such Court.

Protection of
officers.

36. It shall not be lawful to bring any action or prosecution against the Judge by whom any such warrant as aforesaid shall have been issued, or against any bailiff 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.

Action for
irregularity
in obtaining
possession.

37. 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 mentioned in the warrant, 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 judgment, or if damages are not proved at any sum exceeding one pound, the plaintiff shall recover no more costs than damages, unless the Judge of the Court in which the trial shall have been held shall certify his opinion that full costs ought to be allowed.

38. Where any person shall be liable to pay any money to a contractor by virtue of section 9 (4) of this Ordinance, such person may be made a co-defendant in any action by an owner or contractor, and the Court may, if such person is not made a co-defendant, require such person to be made a defendant and to be served with a copy of the summons and a statement showing briefly the facts and circumstances whereon such liability rests, and the Court shall adjudicate and make such order between the parties in accordance with the provisions of this Ordinance as the justice of the case requires.

Procedure
under section
9 (4).

39. (1) When any claim arising out of a contract is brought before the Court; it shall be lawful for the Judge 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.

Court may
appoint
persons to
report.

(2) The person or persons so appointed shall make a report in writing to the Court and shall attend at the hearing of the claim or at any adjournment thereof to be examined as a witness; and such report shall be read and may be referred back for further consideration.

(3) Such reports or amended reports, as the case may be, shall form part of the evidence in the case, and any fees to be paid to the person or persons appointed as aforesaid shall be paid by such party to the claim as the Judge shall order.

40. The Judge shall have jurisdiction to hear and determine all claims arising out of a contract or under the provisions of this Ordinance, provided such claim is not for, and does not include a claim for, a sum which exceeds one hundred pounds.

Jurisdiction
of Petty
Civil Courts.

Application
of the Petty
Civil Courts
Ordinance.

Cap. 64.

41. All claims arising out of a contract which the Judge shall have jurisdiction to hear and determine and all applications and proceedings incidental to any such claim shall be deemed to be and the same are hereby declared to be actions and proceedings under the Petty Civil Courts Ordinance, and, subject to the provisions of this Ordinance and so far as the same shall be applicable, the provisions of the Petty Civil Courts Ordinance and any rules made thereunder shall apply to all such claims and proceedings ; and all judgments and orders made by the Judge in pursuance of this Ordinance shall be deemed to be judgments and orders made under the Petty Civil Courts Ordinance, and shall be enforceable as such.

Payment
into Court.

42. (1) In any case where a claim is brought before the Judge under the provisions of this Ordinance, the defendant may deposit with the Judge any sum to which he admits the plaintiff is entitled, and the Clerk shall forthwith give notice of such deposit to the plaintiff or his solicitor.

(2) The plaintiff may accept the said sum in full satisfaction of his claim, and thereupon the Judge shall pay it over to him and take his receipt accordingly, and the Judge may allow him his costs up to the date of the said deposit.

(3) In case the plaintiff elects to proceed with his claim and the Judge finds that the sum so deposited was sufficient, the plaintiff shall not be entitled to any costs incurred after the date of the said deposit unless the Judge shall otherwise order.

Where no
jurisdiction.

43. Where a claim is brought before the Judge 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.

Certiorari.

Cap. 35.

44. No judgment or order of the Judge acting under the powers contained in this Ordinance shall be brought before the Supreme Court for review, save and except under section 34 of the Judicature Ordinance, or save and except in the manner and according to the provisions hereof.

45. In all cases the Judge 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.

46. (1) Any party who may be aggrieved by the judgment or order of the Judge may appeal from the same to the Full Court, upon giving security for the costs of the appeal to the satisfaction of the Judge in such sum (if any) as the Judge shall direct. Appeal.

(2) Notwithstanding such party has not given the security required by the Judge, he may, by leave of a Judge of the Supreme Court, upon good cause shown to the satisfaction of such Judge and upon such terms as such Judge shall in his discretion impose, appeal to the Full Court from such judgment or order.

(3) Application for leave to appeal under the last preceding sub-section shall be made in Chambers within one month from the giving of the judgment or order.

(4) The rules of practice and procedure governing appeals to the Full Court in civil matters shall apply to appeals under this Ordinance.

47. At the trial or hearing of any claim tried by the Judge 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 on the claim. Notes of evidence

48. The manager, overseer, or other person in charge of any allotment or estate may sign contracts for and on behalf of the owner thereof, and may appear and prosecute or defend on his behalf before a Judge any claim by or against the owner of such allotment or estate. Powers of managers, etc.

49. (1) The awarding of costs of any proceedings under this Ordinance before the Judge shall be in the discretion of the Judge. He may order any party to such proceedings to pay such costs, including the costs of the summoning and the attendance of necessary witnesses, as he may Costs.

think best, regard being had to the scale set out in the Third Schedule to this Ordinance.

(2) In all proceedings under this Ordinance before the Judge, he may, in his discretion, allow in respect of the services of solicitor or counsel the costs set forth in the Third Schedule to this Ordinance or any less amounts that he may think fit.

Jurisdiction
of Supreme
Court.

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

Remitting
action to be
tried by
inferior
Court.

51. (1) 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 one hundred pounds, or in any case where such claim although it originally exceeded one hundred pounds is reduced by payment, an admitted set-off, or otherwise, to a sum not exceeding one hundred 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 of the Supreme Court in Chambers for a summons to the plaintiff to show cause why such action should not be tried before the Judge of the Petty Civil Court.

(2) 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 Judge of the Petty Civil Court, 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 Judge of the Petty Civil Court as if it had been originally commenced before him.

(3) The costs of the parties in respect of proceedings subsequent to the order of the said Judge in Chambers shall be allowed according to the scale of costs in proceedings under this Ordinance before the Judge of the Petty Civil Court, and the costs of the proceedings previously had in the Supreme Court shall be allowed according to the scale in use in such Court.

52. Where any claim under this Ordinance is brought before the Judge, the defendant may, within fourteen days after the service of the summons upon him, apply to a Judge of the Supreme Court in Chambers for a summons to the plaintiff to show cause why the proceedings therein should not be transferred to the Supreme Court, and such 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 such Court or a Judge thereof 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.

53. If, in any action upon any contract under this Ordinance brought in the Supreme Court, the plaintiff shall recover a sum not exceeding forty 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.

54. (1) It shall be lawful for any person against whom an action is brought in the Supreme Court upon any contract or alleged contract, 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 of the Supreme Court 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 of the Supreme Court, or satisfy such Judge that he has a cause of action fit to be prosecuted in the Supreme Court, all proceedings in the action shall be stayed, and the cause shall be remitted for trial before the Judge of the Petty Civil Court.

Security for
costs.

(2) Where the cause is ordered to be remitted to the Judge of the Petty Civil Court, the Registrar shall send the order to such Judge, 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 such Judge shall have all the same powers and jurisdiction as if the claim had been commenced before him under the provisions of this Ordinance.

Scale of costs.

(3) The fees and costs of the parties in respect of the proceedings subsequent to the order of the said Judge in Chambers shall be regulated by section 49 of this Ordinance, and the costs of the proceedings in the Supreme Court shall be allowed according to the scale in use in such Court.

Service of Process and Fees, Etc.

Service of
summons,
etc.

55. (1) When a contractor cannot be found, it shall be sufficient service on him to affix a summons or other process in some conspicuous position upon the land under contract.

(2) It shall be sufficient service on an owner to serve the summons or other process on the person in charge of the allotment or estate upon which the contract exists or is alleged to exist.

(3) In any case where it sees fit so to do, the Court may give special directions as to the mode in which service of any summons or process is to be effected.

Fees.

56. (1) The fees set forth in the Second Schedule to this Ordinance shall be payable in respect of the several matters therein mentioned.

Paupers.

(2) In any case in which it is made to appear to the satisfaction of the Judge that any person claiming relief under this Ordinance is a pauper and has, in the opinion of the Judge, a good ground for claiming such relief, the Judge 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.

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

Limitation
of time for
prosecution

57. Proceedings in respect of offences against this Ordinance may be commenced at any time within two years from the date on which the cause of complaint arose.

58. The forms set forth in the First Schedule to this Ordinance, so far as the same are applicable, and with such variations as circumstances may require, may be used in all proceedings under this Ordinance. Forms.

59. All contracts subsisting at the commencement of this Ordinance and registered under any previous enactment relating to Agricultural Contracts shall be deemed to have been registered under this Ordinance. Existing contracts.

FIRST SCHEDULE.

Form I.

Summons to Defendant.

(Section 58).

In the matter of "The Agricultural Contracts Ordinance."

IN THE COURT OF No. Plaintiff,
 BETWEEN and Defendant,

You are hereby summoned to appear at the Petty Civil Court of _____ on the _____ day of _____ 19____, at the hour of _____ in the _____ noon to answer the Plaintiff in an action for (here state the nature of the claim, e.g.—Possession of a parcel of land held by the defendant under agricultural contract, or cancellation of the defendant's contract, or damages for breach of an agricultural contract, or money due on a registered contract and for damages for depriving the plaintiff of the benefit of his contract, or compensation for work and labour done under an unregistered agricultural contract, or as the case may be)

The particulars of claim are hereunto annexed.

Dated this _____ day of _____ 19____.

Clerk of the Court.

	£	s.	d.
Debt or Claim	...		
Cost of Summons	...		
Solicitor's Fee	...		
	£ _____		

You are to produce all letters, accounts, bills, memoranda, documents, pass-books, and papers in your possession relating to this action. If you do not appear on the above-named day, judgment will be given against you in default for the whole amount claimed.

TAKE NOTICE that payment of the amount sued for herein will be accepted by instalments of _____ payable on the _____

Plaintiff
 or *Plaintiff's Solicitor.*

To the Defendant.
 Solicitor to Plaintiff is Mr. _____
 of _____

If you have a counter-claim you should give notice of it to the plaintiff or his Solicitor, together with the particulars of your claim in the same way as if you were bringing an original action.

If you have any special defence, you should give the plaintiff notice of it, *e.g.*, under Section 9 (2) of the Ordinance, payment, or illegality of contract, etc.

If you confess the plaintiff's claim you should sign a confession thereon in the presence of the chief clerk or one of the clerks at any time before the action is called on for trial, subject to the payment of any further costs which any delay by you may have caused the plaintiff to incur.

If you admit part only of the claim, you may, by paying into the chief clerk's office the amount so admitted, two clear days before the day of trial, together with costs, avoid further costs, unless the plaintiff at the trial proves at the trial an amount exceeding your payment.

Summonses for witnesses and for the production of documents by them will be issued upon application at the chief clerk's office, upon payment of the proper fee.

Bring this summons with you when you come to the Court or to the chief clerk's office for any purpose connected with this action.

[*Endorsement on copy of ordinary summons after service.*]

This summons was served on the above-named Defendant
by leaving the same
at _____ by me _____ on the _____
day of _____, 19____ at _____ o'clock of the _____ noon.

Bailiff.

Form II.

In the matter of "The Agricultural Contracts Ordinance."

Particulars of Claim.

NOTE.—All such facts should be stated in the particulars as are necessary to correctly inform the other side of the nature of the case to be met.

(a) *Particulars where possession or cancellation is claimed under a Registered Contract, and damages.*

1. The Defendant is a Contractor on the _____ Estate (or on the
Plaintiff's land) situate at _____ by virtue of a registered contract
No. _____ for the year _____

2. The term of the said contract has expired, or

The Defendant (date _____) assigned the said contract to
without the written consent of the owner, or

On the _____ day of _____ the Defendant was convicted of
the larceny of cocoa, or

The Contractor has neglected to cultivate the land under contract in a proper and
husbandlike manner, and his cultivation of the same has been and is grossly defective,
or

The said contract was entered into subsequently to a certain deed of mortgage
dated _____ and made between _____ and _____

The plaintiff became owner of the said estate by Deed dated _____
and on the _____ day of _____ entered into possession
of the said estate _____ on the _____ day of _____
the plaintiff gave due notice in writing to the defendant of his intention to pay off the
defendant and to take possession of the parcel of land mentioned in the said contract,
or as the case may be.

3. The defendant has not planted the whole of the land under contract, or

The defendant has not cutlashed the land under contract for
and has allowed the land to be overgrown in bush, or

The defendant has planted rice or more than one crop of corn, etc., contrary to
clause _____ of the said contract, as the case may be.

4. If the provisions of section 9 (2) of the Ordinance are applicable, the plaintiff's
title should be shown, and the date of the deed of mortgage through which he claims
should be given, and the number of trees alleged to be planted before the date of the
contract should be stated.

(b) *Particulars of Claim by a Registered Contractor.*

1. Same as (1) in Form.
2. The term of the said contract has expired. The value of the said contract is . The plaintiff acknowledges having received on account the sum of or . The defendant, by himself and/or his agents unlawfully interfered with the plaintiff's right to possession of the parcel of land mentioned in the said contract, (date) and prevented the plaintiff from reaping his provisions and the produce from the trees on said land, or as the case may be.

(c) *Particulars of Owner's claim under section 34.*

1. The defendant claims to be (or is) in possession of a parcel of land situate at and comprising and abutting in pursuance of an unregistered contract.
2. The defendant was not let into possession under an agricultural contract by the plaintiff, nor by any person having authority so to do, or . The alleged contract is not a *bona fide* contract under the Agricultural Contracts Ordinance, or . The defendant was let into possession of the said parcel of land by as a contractor, but such contract is unregistered.
3. The plaintiff is the owner of the said parcel of land.
(If the provisions of section 9 (2) of the Ordinance are applicable, the plaintiff's title should be shown, and the date of the deed of mortgage through which he claims should be given; also the number of trees alleged to have been planted before the date of the contract.)

(d) *Particulars of Contractor's claim under section 34.*

1. The plaintiff is in possession of a parcel of land comprising acres and forming part of the Estate situate at and abutting on the North, etc. in pursuance of an Agricultural Contract entered into between the plaintiff and sometime in the year .
2. The said contract is not registered.

Form III.

*In the Matter of "The Agricultural Contracts Ordinance,"
Notice of Payment into Court.*

In the Court of
A. B. vs. C. D.

TAKE NOTICE that the Defendant has paid into Court to the credit of this action the sum of and says that that sum is sufficient to satisfy the Plaintiff's claim.

To *A. B.* or *K. L.* his Solicitor.

Clerk.

Form IV.

*In the Matter of "The Agricultural Contracts Ordinance,"
Warrant of Possession.*

WHEREAS (set out the order for possession)
I the said Magistrate, do in virtue of the powers vested in me by "The Agricultural Contracts Ordinance," authorize and command you on any day after the expiration of days and within two months from the date hereof (except on Sunday, Good Friday, Christmas Day, or any day appointed by law to be kept as a Public Holiday), 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

10. The Contractor shall not pick his Cocoa, [Cocoanuts, Coffee] without notifying the person in charge of the Estate at least twenty-four hours before picking.

11. The Contractor shall not allow any foreign trees to grow on his contract such as Bois Lorme, Corkwood, Hog Plum, Trumpet Wood, or any stumps, but shall cut down all such trees and stumps.

12. The Contractor shall not trim or prune his trees except under the direction of the Owner or with his written consent.

13. The Owner or any person authorized by him may order off the land any person other than the Contractor's wife and children.

14. At the termination of the Contract the Owner shall have to pay to the Contractor for each healthy full bearing tree the sum of _____ cents, for each young healthy tree in flower and which shall not be less than _____ years old the sum of _____ cents, and for healthy supplies planted not less than three months previously _____ cents.

15. The Contractor shall pay to the Owner the sum of _____ cents for each missing tree and the sum of _____ cents for each missing shade tree.

16. At the termination of the Contract, the Contractor shall deliver up the said parcel of land with all drains clean and of the proper depth and width, all and shade trees trimmed, and the Contract clean and free from grass or weeds.

17. The Owner may at any time, and from time to time, after the expiration of _____ years from the date of this Contract, take over the whole or part or parts of the Contract as the Owner shall think fit. On taking over the said Contract or such parts as aforesaid the Owner shall pay to the Contractor at the rate specified in clause 14 with such deductions as are mentioned in clause 15.

18. This Contract shall continue for a term of _____ years from the date hereof.

N.B.—The foregoing may be altered and extended to suit the requirements of each case.

In Witness Whereof the said parties have hereunto set their hands the day and year first above written.

A.B.,

Contractor.

C.D.,

Owner.

In the presence of

E.F.,

Functionary.

SECOND SCHEDULE.

Fees.

(Section 56.)

PETTY CIVIL COURT FEES.

	£	s.	d.
When a claim is for recovery of possession of a parcel of land held or alleged to be held under an unregistered contract, or includes or is for a sum exceeding £20	...	...	...
In respect of any other claim	...	...	...
	0	8	0
	0	4	0

OTHER FEES.

(1) On the signing and attestation of a contract under section 16— in respect of each duplicate	...	...	...
The above fee is to be paid by stamps affixed to the contract.			
(2) For searching the Register Book, or file in the office of the Judge	...	...	...
(3) For a certified copy of a registered contract	...	...	...
	0	1	0
	0	1	0

THIRD SCHEDULE.

Section 49).

Costs.

In actions for money payable to a contractor under the terms of his contract—		
(a) Where the amount recovered does not exceed £10 or the claim does not exceed £10 and the defendant obtains judgment—		£ s. d.
A sum not exceeding		1 1 0
(b) Where the amount recovered exceeds £10 but does not exceed £25 or the claim exceeds £10 and does not exceed £25 and the defendant obtains judgment—		
A sum not exceeding		3 3 0
In actions under section 9 (3) and section 34, where the amount of compensation awarded to the contractor does not exceed £25, or the claim does not exceed £25 and the defendant obtains judgment—		
A sum not exceeding		5 5 0
In actions for the recovery of possession of land subject to a contract, or for the cancellation of a contract, where the value of the contract does not exceed £25—		
A sum not exceeding		3 3 0
In actions for damages where the amount recovered does not exceed £25, or where the amount claimed does not exceed £25 and the defendant obtains judgment—		
A sum not exceeding		3 3 0
In all other actions—A sum not exceeding		10 10 0
In respect of all applications or proceedings not mentioned above, which are not <i>ex parte</i> , and in respect of any adjournment—		
A sum not exceeding		1 1 0
For visiting and reporting on lands under contract—		
A sum not exceeding Five Guineas per day.		