

TRINIDAD AND TOBAGO.

Farmers' Advances.

No. 28.—1913.

12th November.

AN ORDINANCE relating to Advances to Farmers.

[L.S.]

GEORGE R. LE HUNTE,

GOVERNOR.

27th November, 1913.

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

1. This Ordinance may be cited as the Farmers' Advances Short Title Ordinance, 1913.

2. In this Ordinance the term—

Interpretation.

“Farmer” means the person cultivating in sugar cane or rice any parcel of land whether as owner, lessee or tenant thereof or as being a person to whom such parcel has been given out, leased or allotted for the purpose of cultivating the same in sugar cane or rice or partly in sugar cane and partly in rice.

“Magistrate” means the Magistrate for the district in which the land in respect of which an advance note is given is situated.

“Clerk” means the Clerk of the Peace of such district or the chief clerk to such Magistrate.

"Advance" means a sum of money secured under the provisions hereof, the interest (if any) payable in respect of which shall not exceed ten per cent. per annum.

"Advance note" or "note" means a note given and filed in pursuance of this Ordinance.

Advance note. 3.—(1.) Every advance under the provisions of this Ordinance shall be evidenced by an advance note in the form in the Schedule hereto and shall be signed in duplicate by the parties thereto in the presence of a Magistrate, Clerk, Warden, Justice, Inspector appointed under the Board of Agriculture Ordinance, 1908, or under the Plant Protection Ordinance, 1911, or of any other person duly appointed for such purpose by the Governor.

(2.) Every advance note shall contain the following particulars:—

- (a.) The names of the person making the advance and of the farmer;
- (b.) The amount of the advance and the rate of interest thereon;
- (c.) The extent and situation of the parcel of land, the crops and buildings on which are to be subject to the advance note;
- (d.) The factory, if any, and the price agreed upon at which the canes or rice are to be delivered;
- (e.) Whether there is in existence any charge affecting the subject matter of the note;
- (f.) The purpose to which the money advanced is to be applied.

(3.) Every advance note shall truly set forth the consideration for which it was given, otherwise such advance note shall be absolutely void.

(4.) Each separate advance shall be evidenced by an advance note.

Filing of duplicate.

4. One part of every advance note (hereinafter called a duplicate) shall immediately on its execution be deposited by the person making the advance with the Clerk, and the other part shall be retained by such person.

5. Before attesting the execution of an advance note the Magistrate, Clerk, Warden, Justice, Inspector appointed under the Board of Agriculture Ordinance, 1908, or under the Plant Protection Ordinance, 1911, or other person duly appointed for such purpose by the Governor shall explain its terms and conditions to the parties thereto and shall satisfy himself that the same are understood.

Note to be explained to parties.

6. An advance note duly executed under this Ordinance shall not be deemed to be a "Bill of Sale" within the meaning of the Bills of Sale Ordinance or a "Contract" within the meaning of the Agricultural Contracts Ordinance or a Contract or Metairie Contract within the meaning of the Tobago Metairie Ordinance.

Note not to be Bill of Sale.

(No. 63).

(No. 67).

(No. 310).

7. An advance note shall not be deemed to affect the title to land, and shall not be capable of registration in the office of the Registrar-General or under the Real Property Ordinance, but every purchaser of land the canes, rice or buildings upon which is or are affected by an advance note duly filed under the provisions hereof shall be deemed to have notice of any such advance note.

Note not to affect title.

8. The Clerk shall file in his office all duplicates delivered to him in order of their receipt, and any person shall be entitled to inspect the file on payment of a fee of sixpence to be received by the Clerk, and to an office copy of any note filed therein on payment of a fee of sixpence to be received by the Clerk.

File of notes.

9. The Clerk shall at the request of any person and on receipt of a fee of one shilling prepare an abstract of all advance notes duly deposited against any farmer.

Abstract of notes.

10. Every advance note shall during the currency thereof but not otherwise, create a charge in favour of the person making the advance on all canes and rice which shall be grown and become ready to be reaped on the land described in the note and also upon the buildings, if any, erected, or to be erected, on such land and mentioned in such note; and subject to any rent which may then be due or which may during the currency of such note accrue due, such charge shall be entitled to priority according to the date of the filing of such note and shall be a security for the amount due thereunder.

Note to create charge on crop and buildings.

Penalty for
false state-
ment in notes.

11. Any farmer who signs a note containing a statement that there is no charge affecting any canes, rice or buildings, whereas in fact there is in existence such a charge, or containing a statement mentioning fewer charges than are in fact in existence, is liable on summary conviction before a Magistrate to a penalty not exceeding £25 or to imprisonment, with or without hard labour, for a period not exceeding three months.

Expiration
of note.

12. Every advance note shall remain in force as a valid security for two years from the date thereof, unless the same shall have been previously paid off; provided always that nothing in this section or in Section 10 hereof shall affect the liability of a farmer under the provisions of Section 17 to continue delivery of his canes or rice as therein mentioned, or the provisions of Sections 14, 15 and 16 of this Ordinance so long as such liability to continue delivery exists.

Money
remaining due
on note.

13. If any money remains due by the farmer on the advance note at the end of two years from the date thereof, it may be sued for as a debt or may be secured by a fresh advance note secured on the buildings, if any, which were subject to the previous note and also on the succeeding year's crop to be made in similar manner; but the duplicate part deposited with the Clerk shall at the expiration of the note be returned to the farmer if the whole has been paid off and if no liability to continue delivery under Section 17 of this Ordinance exists, or to the person advancing the money if anything remains due thereon, and shall in no case be retained on the file after the expiration of two years from the date of the note.

Entry and
inspection.

14. The holder of any advance note shall be entitled to enter upon the lands, the crops or buildings on which are affected by such note and inspect such crops or buildings.

Transfer of
note.

15. Every advance note may be transferred by the holder by endorsement and delivery, and the transferee after notice of such transfer has been given to the farmer and the Clerk, shall be deemed entitled in all respects as if he had been the person in whose favour the note was given. Provided that the Clerk shall on receipt of such notice cause a memorandum of such transfer and the date of notice thereof to be entered on the duplicate filed in his office.

16. Any farmer may, with the consent in writing of the holder of any advance note affecting his interest in any land, transfer such interest to any person, and such person shall be held bound by such note and shall be liable in all respects as if he had been the person by whom the advance note had been made. Every such transfer shall be made in writing and shall on presentation thereof to the Clerk by the parties thereto, be endorsed on the duplicate filed in his office.

Transfer of
interest in land
by farmer.

17.—(1.) Notwithstanding anything contained in this Ordinance, a farmer who has secured an advance shall if the note securing such advance is paid off during the first year from the date thereof be bound to deliver to the holder of such note all the canes or rice, subject to the note, which become ready to be reaped during the whole of such first year, and if the whole or any portion of such advance remains unpaid at the end of the first year or if the farmer fails to deliver the whole or any portion of the canes or rice deliverable by him during the first year from the date of the note, such farmer shall also be bound to deliver to the holder of such note all the canes or rice, subject to the note, which become ready to be reaped during the second year from the date of such note; and if any farmer refuses or neglects to deliver as hereinbefore provided his canes or rice or attempts or commences to deliver or dispose of such canes or rice otherwise than as hereinbefore provided, the holder of such advance note may by summons before a Magistrate call upon the farmer to shew cause why such holder should not be allowed to reap such canes or rice and on proof of the note and of such refusal or default the Magistrate shall, unless good cause be shewn to the contrary, order accordingly.

Refusal to
deliver canes
or rice.

(2.) On such order being made the holder of the note may enter the lands and cut and gather the canes or rice thereon and after deducting the costs of cutting, carting and delivering such canes or rice to the factory and the amount due on the note, shall pay the surplus, if any, to the farmer.

(3.) Any farmer who shall deliver or otherwise dispose of any canes or rice subject to an advance note, contrary to the provisions of this section, or who shall fail or neglect to deliver any such canes or rice to the holder of any such note

within a reasonable time of being called upon by notice in writing signed by such holder so to deliver or who shall resist or obstruct the holder of any note acting under any such order as hereinbefore provided, shall be guilty of an offence against this Ordinance and shall on summary conviction thereof before the Magistrate be liable to a penalty not exceeding Twenty Pounds.

Interim order.

18. On the application for, or pending the hearing of, any summons as in the last section provided, the Magistrate may order the farmer to refrain from cutting, gathering or carting away such canes or rice, and any disobedience to such order shall be an offence under this Ordinance and the farmer shall on summary conviction before the Magistrate be liable to a penalty not exceeding Twenty Pounds. Every such order as aforesaid shall be personally served, and if for any reason it appears to the Magistrate that personal service cannot be effected, he may authorize service to be effected by posting a copy of the order in a conspicuous place on the land.

Notice of
intention to
reap.

19. When the factory to which the farmer is to sell his canes or rice is not the factory of the holder of the note, the farmer shall one week before reaping his canes or rice give notice to the holder of the note of his intention to reap such canes or rice, and in default of giving such notice or if he deliver such canes or rice to any factory not mentioned in the note, he shall be deemed to have committed an offence against this Ordinance and on summary conviction thereof before the Magistrate shall be liable to a penalty not exceeding Twenty Pounds.

Compensation.

20. The Magistrate may out of such penalty award compensation to be paid to any person or persons defrauded by the commission of such offence in the order of the priority of their notes.

Fraudulent
dealing with
buildings.

21. Any farmer who during the currency of a note and contrary to the provisions thereof, disposes of or deals with or attempts to dispose of or deal with any buildings which are subject to such advance note is liable on summary conviction before the Magistrate to a penalty not exceeding £20, or to imprisonment, with or without hard labour for a period not exceeding three months.

22. Any farmer neglecting or failing to keep the land, the crops on which are subject to an advance note, in a proper and husbandlike condition, having regard to the purposes for which the advance is in the advance note stated to have been made, is liable on summary conviction before the Magistrate to a penalty not exceeding £20.

Failure to
keep lands in
proper condi-
tion.

23. The holder of an advance note under this Ordinance may give notice in writing in the form in the Schedule hereto to the owner or manager of any factory (not being his own factory) to which the farmer has delivered canes or rice grown on such land as mentioned in the said note, and such owner or manager shall after receipt of such notice not pay to such farmer any sum in respect of the canes or rice delivered until the claim of the holder of the note has been satisfied, or unless such holder consents; and in the event of his so doing without such consent he shall be liable to pay to the holder the amount of such advance, which shall be recoverable by ordinary process of law. On receipt of such notice the owner of such factory may, if the farmer does not consent to such payment being made to the holder of the note or if there is more than one claimant to the money in his hands, pay the amount claimed or any part thereof which is due from him to the farmer into the hands of the Clerk, who shall in such case give a receipt for the same which shall be a full discharge therefor, and issue summonses by way of interpleader to be adjudicated upon by the Magistrate to the several persons alleged to have claims upon the same, deducting in the first instance the prescribed costs of issuing such summonses out of the money so paid in.

Notice to
factory.

24. Except as herein provided, any claim and demand, the amount whereof does not exceed fifty pounds, arising on any advance note between the holder or any person entitled to the benefit thereof and a farmer, shall be heard and determined in the Petty Civil Court of the district where such advance note is deposited, and the procedure in all such matters shall be that prescribed by the Petty Civil Courts Ordinance, 1911.

Procedure.

25. There shall be no appeal from the decision of the Magistrate on any dispute adjudicated upon by him in pursuance hereof, except on a case to be stated by the Magistrate at his discretion.

Appeal.

Repeal.

26. The Cane Farmers' Advances Ordinance (No. 129) is hereby repealed.

Passed in Council this Twelfth day of November, in the year of Our Lord one thousand nine hundred and thirteen.

ALFRED TAITT,
Acting Clerk of the Council.

SCHEDULE.

ADVANCE NOTE.

DISTRICT OF

Lender A. B. of

Farmer C. D. of

Amount secured by this note £

Amount already advanced £

Crop charged : Sugar cane (*or* rice) growing on land of at
comprising

Buildings charged : (*Describe buildings.*)

Place at which canes (*or* rice) are to be delivered

Price per ton of canes (*or* rice per barrel of 160 lbs.) delivered at
specified place

Rate of interest (if any) £ per cent. per annum.

Charges, if any, affecting crops or buildings.

Purposes to which advance to be applied.

We the above-named A. B. and C. D. hereby agree that all canes (*or* rice) which shall be grown and become ready to be reaped prior to the day of 19 (*here insert date of termination of note*) upon the above-mentioned land now the property of (*state name of owner of land*) and also the buildings above set forth shall be pledged by virtue of the Farmers' Advances Ordinance, 1913, as security for the above advance.

Before me (Sgd.) A. B.
E. F. C. D.

Filed this day of by me G. H., Clerk of the Peace.

NOTICE.

Take notice that I, A. B., being the holder of an advance note dated the day of , made by C. D. in respect of the crop growing on (*describe land*) require that you should not pay to C. D. any sum in respect of the canes (*or* rice) delivered from the said parcel of land until my claim as holder of such advance note has been satisfied.

(Sgd.) A. B.

To X. Z.