

## TRINIDAD AND TOBAGO.

*Cane Farmers.*

No. 14.—1902.

*5th May.*

AN ORDINANCE to regulate advances to Cane Farmers.

[L.S.]

ALFRED MOLONEY,

GOVERNOR.

*4th June, 1902.*

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 Cane Farmers' Short title.  
Advances Ordinance.

2. In this Ordinance the term—

“Cane Farmer” or “Farmer” means the person cultivating in sugar cane 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.

Interpreta-  
tion.

“Justice” means the Stipendiary Justice of the Peace 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 Justice.

“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 Section 3 hereof.

**Advance note.** 3. 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 Justice, Clerk of the Peace, Warden, or of any other person duly appointed for such purpose by the Governor.

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 on which are to be subject to the advance note ;
- (d.) The factory, if any, and the price agreed upon at which the canes are to be delivered.

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

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 of the Peace and the other part shall be retained by such person.

Each part of an advance note shall be liable to a Stamp Duty of six pence.

**Note to be explained to parties.**

5. Before attesting the execution of an advance note the Justice, Clerk of the Peace, Warden or other Officer shall explain its terms and conditions to the parties thereto and shall satisfy himself that the same are understood.

**Note not to be Bill of Sale.**

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 1884 or a “Contract”

within the meaning of the Agricultural Contracts Ordinance 1889, or a Contract or Metairie Contract within the meaning of "The Metairie Ordinance 1892."

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 crop upon which is 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 six pence to be received by the Clerk, and to an office copy of any note filed therein on payment of a fee of six pence 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 create a charge in favour of the person making the advance on the crop of canes then growing or about to be planted on the land described 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.

11. Every advance note shall remain in force as a valid security until the 1st day of July succeeding the day on which such note has been made unless the same shall have been previously paid off. Expiration of note.

12. If any money remains due by the cane farmer on the advance note on the 1st of July following the date thereof it may be sued for as a debt or may be secured by a fresh advance note secured on next year's crop to be made in a similar manner; but the duplicate part deposited with the Clerk shall at the expiration of the note be returned to the cane farmer if the whole has been paid off, or to the person advancing the Money remaining due on note.

money if anything remains due thereon, and shall in no case be retained on the file after the 1st day of July following the filing of the note.

Entry and  
inspection.

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

Transfer of  
note.

**14.** 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 cane 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 lodged in the office.

Transfer of  
interest in land  
by Farmer.

**15.** Any cane 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 lodged in the office.

Refused to  
deliver canes.

**16.** If any cane farmer refuses or neglects to deliver his canes according to the provisions of any note filed under the provisions hereof or attempts or commences to deliver such canes otherwise than as thereby provided, the holder of any advance note affecting such canes duly filed under this Ordinance may by summons before the Justice call upon the cane farmer to shew cause why such holder should not be allowed to reap such canes, and on proof of the note and of such refusal or default, the Justice shall unless good cause be shewn to the contrary order accordingly.

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

Any cane farmer who shall deliver or otherwise dispose of any canes subject to an advance note contrary to the provisions of such advance note 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 may on conviction thereof before the Justice be liable to a penalty not exceeding Twenty Pounds.

17. Pending the hearing of any summons as in the last section provided the Justice may order the farmer to refrain from cutting, gathering or carting away such crops, and any disobedience to such interim order shall be an offence under this Ordinance and the farmer shall on conviction before the Justice 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 Justice 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. Interim order.

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

19. The Justice may out of such fine 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. Compensation.

20. 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 cane farmer has delivered canes 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 delivered until the claim of the holder of the note has been Notice to factory.

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 cane 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 cane 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 Justice 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.

**Procedure.**

21. 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 cane 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 1901.

**Appeal.**

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

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

HARRY L. KNAGGS,  
*For Clerk of the Council.*

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“THE CANE FARMERS’ ORDINANCE, 1902.”

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ADVANCE NOTE.

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DISTRICT OF (SAVANNA GRANDE).

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Lender A. B.

Cane Farmer C. D. of

Amount secured by this note £

Amount already advanced £

Crop charged                      Sugar cane growing on  
land of                                      at                                      comprising

Place at which canes are to be delivered

Price per ton of canes delivered at specified place

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

We the above named A. B. and C. D. hereby agree that the crop of sugar cane to the 1st of July next grown upon the above mentioned land now the property of (state name of owner of land) shall be pledged by virtue of “The Cane Farmers’ Ordinance, 1902,” 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.

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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 parcel) require that you should not pay to C. D. any sum in respect of the canes delivered from the said parcel of land until my claim as holder of such advance note has been satisfied.

(Sd.) B.

To X. Z.

(Owner and Manager of X Factory.)