



TRINIDAD AND TOBAGO.

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[L.S.]

I ASSENT,

B. E. H. CLIFFORD,

*Governor*

23rd February, 1943.

AN ORDINANCE to amend the Cane Farming Control  
Ordinance, Ch. 23. No. 12.

[25th February, 1943.]

Commencement.

**E**NACTED by the Governor of Trinidad and Tobago with  
the advice and consent of the Legislative Council  
thereof.

1. This Ordinance may be cited as the Cane Farming Short title, etc.  
Control (Amendment) Ordinance, 1943, and shall be read  
and construed as one with the Cane Farming Control Ch. 23. No. 12.  
Ordinance, hereinafter referred to as the Principal  
Ordinance.

Section 2 of  
the Principal  
Ordinance  
amended.

2. Section 2 of the Principal Ordinance is hereby amended:—

- (a) by adding the following to the definition of “manufacturer” in subsection (1) thereof:—  
“and for the purposes of this definition, a company or person described in the 2nd Schedule Second Schedule hereto for whose account canes are converted into sugar in the factory of some other manufacturer in the Colony shall be deemed to manufacture that sugar in the Colony and the canes shall be deemed to be converted into sugar in the factory of that company or person;”
- (b) by deleting, in subsection (2) thereof, the words “a manufacturer commences grinding operations” and substituting therefor the words “the manufacturer at whose factory the canes are to be ground commences grinding operations”.

Section 4 of  
the Principal  
Ordinance  
amended.

3. Section 4 of the Principal Ordinance is hereby amended by deleting the last sentence thereof and substituting therefor the following:—

“The contract shall remain in force for such period as shall be agreed upon between the parties thereto.”

Section 7 of  
the Principal  
Ordinance  
amended.

4. Section 7 of the Principal Ordinance is hereby amended by deleting the words “received at his factory for grinding by him” where they occur in subsection (2) thereof and substituting therefor the words “received by him for grinding”.

New Section  
7A of the  
Principal  
Ordinance.

5. A new section is hereby inserted in the Principal Ordinance immediately after section 7 thereof as follows:—

“Powers of the  
Governor to  
facilitate  
disposal of  
Farmers' canes

7A. (1) If the Governor shall be satisfied as regards any cane farmer that by reason of—

- (a) his failure or inability from reasonable causes to enter into an appropriate contract with a manufacturer, or
- (b) the inability of a manufacturer with whom he has entered into a contract to carry out in full his obligations under the contract,

the farmer will be unable to dispose of the canes (whether as to the whole or any part thereof) which have grown or which grow to maturity on his land in any year, the Governor may give directions, substantially in the form in the Fourth Schedule hereto, for the disposal of such canes or of the balance thereof, as the case may be, to a specified manufacturer: Provided that directions under this section shall not be given which will have the effect of compelling a manufacturer to operate his factory without a sufficient and reasonably continuous supply of canes or beyond the reasonable capacity of the factory: Provided also that in giving directions under this section the Governor shall have regard to the requirements of the manufacturer in respect of the grinding of his own estate canes.

(2) The Governor may at any time vary or cancel, by subsequent directions, any directions which have been given under subsection (1): Provided that, in the case of a variation, the directions as varied shall remain substantially in the form in the Fourth Schedule hereto.

(3) Where directions have been given under subsection (1), the like consequences shall ensue in all respects as if a binding contract in the terms of the directions had been entered into between the manufacturer and the farmer in question on the day on which the directions were given; and where any such directions have been varied or cancelled by subsequent directions given under subsection (2), the like consequences shall ensue in all respects as if the implied contract above mentioned had been varied in the terms of the subsequent directions or had ceased to have effect (save as regards canes already delivered to the manufacturer in pursuance thereof), as the case may be, on the day on which subsequent directions were given: Provided that compliance with directions given under this section shall not, for the purpose of the obligations imposed on manufacturers by subsections (1), (2) and (3) of section 5, amount to a purchase

of canes by the manufacturer from the farmer: Provided further that the provisions of section 4, section 6, subsection (2) of section 7 and the relevant provisions of section 9 shall not have effect as regards any contract implied by virtue of this section.

(4) Directions under this section shall be in writing signed by or on behalf of the Governor, and shall be served on the manufacturer and the farmer in question. Such service may be effected by posting the directions in a registered envelope addressed to the manufacturer or farmer, as the case may be, at his place of abode or business or by leaving the same with him or with the person in charge in the Colony of his business or (in the case of a partnership) with any partner therein or (in the case of a company) with any managing director, manager or secretary thereof.

(5) Whenever the Governor gives directions in the circumstances contemplated by paragraph (b) of subsection (1), the contract referred to in that paragraph shall cease to have effect save as regards canes already delivered to the manufacturer in pursuance of that contract.

(6) While directions under this section are in force for the disposal of canes by a farmer, the farmer shall not deliver any canes referred to in the directions to any person other than the manufacturer specified in the directions; and if any farmer shall deliver canes in contravention of the provisions of this subsection he shall be liable on summary conviction to a fine of ten dollars in respect of every ton or part thereof of canes so delivered."

Section 8 of  
the Principal  
Ordinance  
repealed and  
replaced.

**6.** Section 8 of the Principal Ordinance is hereby repealed and replaced by the following section:—

"Payment by  
manufacturers  
for canes, etc.

8. (1) As soon as may be practicable in each year, the Governor shall—

(a) fix the minimum rate of interim payments to be made by manufacturers against the price of farmers' canes which they purchase during the year;

3rd Schedule.

- (b) determine, in accordance with the provisions of the Third Schedule hereto, the price to be paid by manufacturers for farmers' canes which they purchase during the year.

The minimum rate of interim payments and the price fixed and determined as aforesaid shall be published in the *Royal Gazette*.

(2) Subject to the provisions of subsection (3)—

- (a) interim payments at not less than the minimum rate fixed and published under subsection (1) shall be made, within twenty-one days after delivery of the canes, against the price of all farmers' canes delivered to manufacturers; and
- (b) the balance of the price determined and published under subsection (1) shall be payable within twenty-one days after the date on which such price was published.

(3) A farmer and a manufacturer may make a special agreement in writing as to all or any of the following matters, that is to say—

- (a) the payment by the manufacturer of a higher price than that determined and published under subsection (1);
- (b) the time and manner of payment of the price of canes purchased by the manufacturer;
- (c) exempting the manufacturer from the obligation to make interim payments, or modifying such obligation as to the amount, the time and manner of payment of the interim payments or any of those matters;

and any such agreement shall have effect notwithstanding the preceding provisions of this section.

(4) Where—

(a) directions have been served on a manufacturer and a farmer under the provisions of section 7A; and

(b) canes were cultivated on the land in question in the immediately preceding year and were under contract to be sold to a manufacturer for delivery at his purchasing scale nearest to the farmer's cultivation; and

(c) by reason of a notice given under paragraph 3 of the directions, the farmer is required to deliver canes at some other scale at his own expense; and

(d) the mileage over which the canes have to be transported to the latter scale is greater than the mileage over which they would have had to be transported to the former scale if they had been delivered there, the manufacturer, on reasonable proof of the contract referred to in paragraph (b), shall pay to the farmer, in respect of the extra mileage aforesaid, a sum calculated at such rate as may be fixed by order of the Governor published in the *Royal Gazette*. Such sum shall be payable, if reasonable proof of the contract aforesaid has meanwhile been furnished, within twenty-one days after the delivery of the canes, and otherwise shall be payable on reasonable proof of the contract aforesaid.

(5) Manufacturers shall be entitled to be repaid by the Accountant-General out of public funds—

(a) any sums properly paid by them under subsection (4), and

(b) the amount of any further expenses reasonably incurred by them, in consequence of directions given under this section, for the transportation of farmers' canes purchased by them to their estates from purchasing scales not situate on their estates,

on presentation of monthly accounts, rendered on or before the 15th day of the month following the month to which they relate, in such form, and verified in such manner, as the Accountant-General may from time to time require.

(6) Every manufacturer who has purchased canes from a farmer in any year shall pay to the Accountant-General on demand a sum, in respect of the total tonnage so purchased, calculated at the rate per ton represented by the letter J in the formula set out in the Third Schedule hereto. Every such demand shall be in writing signed by or on behalf of the Accountant-General and may be served in any of the ways specified in subsection (4) of section 7A for the service of directions under that section.

(7) The Governor may, by order published in the *Royal Gazette* or served on the persons affected by the order in any of the ways specified in subsection (4) of section 7A for the service of directions under that section, require farmers or manufacturers or specified classes or descriptions of farmers or manufacturers or specified farmers or manufacturers to make returns or periodical returns of any particulars relating to their business which, in the opinion of the Governor, will assist him in exercising the powers conferred upon him by this section. Any such return may contain such ancillary directions as to the form of the returns, the time within which or at which the returns are to be made, the manner in which the returns are to be delivered and otherwise as the Governor may deem desirable. Any farmer or manufacturer who fails to comply with an order under this section shall be liable on summary conviction to a fine of two hundred

and forty dollars: Provided that it shall be a defence to a prosecution for failing to make a return at the time or within the time specified in any such order to prove that it was not reasonably practicable to make the return at the time or within the time aforesaid. If any return is false in a material particular, the farmer or manufacturer by whom it was made shall be liable on summary conviction to a fine of nine hundred and sixty dollars."

Section 19 of  
the Principal  
Ordinance  
repealed and  
replaced.

7. Section 19 of the Principal Ordinance is hereby repealed and replaced by the following section:—

"Duration of  
Ordinance.

19. (1) This Ordinance shall expire on the 31st of December, 1943, unless continued in force by resolution of the Legislative Council. The Ordinance may be continued in force by resolution aforesaid for one year at a time.

(2) On the expiry of this Ordinance, all contracts thereunder shall expire also, but without prejudice to any obligations or liabilities in respect of things done, omitted or suffered thereunder."

First Schedule  
to the  
Principal  
Ordinance  
amended.

8. (1) The First Schedule to the Principal Ordinance is hereby amended—

(a) by substituting for the words "beyond the capacity of the manufacturer's factory" where they occur therein the words "beyond the capacity of the factory at which the canes are ground"; and

(b) by adding the following paragraph at the end thereof—

References in this contract to canes of good quality shall be deemed to include burnt canes fit for grinding which have been burnt not more than three days before delivery: Provided that in the case of such burnt canes as aforesaid the sum of sixty cents per ton shall be deducted from the price determined by law.

(2) All contracts heretofore made in respect of the year 1943, or in respect of the year 1943 and any subsequent year or years, shall be deemed to have incorporated the amendments made in the form of contract by this section.

9. The Third Schedule to the Principal Ordinance is hereby repealed and replaced by the following Schedule :—

Third  
Schedule  
to Principal  
Ordinance  
repealed and  
replaced.

THE THIRD SCHEDULE.

(SECTION 8.)

*Rules for determining the price of canes under subsection (1) of section 8.*

1. For the purposes of this Schedule—

A=the average price per ton (determined by the Governor) of grey crystal sugar f.o.b. Port-of-Spain during the period the 1st January to the 30th of June of the year or such later date in the year as the Governor may fix ;

B=the premium per ton on sugar sold for local consumption, which shall be taken to be the average selling price of sugar (other than granulated sugar) during the period the 1st of January to the 30th of June of the year or such later date in the year as the Governor may fix (determined by the Governor on the basis of returns made by manufacturers under section 8) less A, multiplied by the local sugar quota for the year, and divided by the total tonnage of sugar manufactured in the Colony during the year as determined by the Governor on the basis of returns as aforesaid ;

C=the average value of molasses in the Colony per ton during the period the 1st of January to the 30th of June of the year or such later date in the year as the Governor may fix ;

D=the certificated preference granted by the Imperial Government in respect of sugar manufactured in the Colony, which shall be taken to be the total value of the certificates issued in the year divided by the total tonnage of sugar manufactured in the Colony during the year determined by the Governor as aforesaid ;

E=the expenses of handling and manufacturing farmers' canes and marketing sugar, the rate per ton being determined by the Governor on the basis of returns made by manufacturers under section 8 ;

F=the allowance for depreciation and obsolescence, which shall be taken to be \$1.92 per ton of sugar ;

G=interest, which shall be taken to be \$5.76 per ton of sugar ;

H=the ratio of canes crushed to sugar produced, which shall be taken to be 9 ;

J=the total of the sums refunded to manufacturers by the Accountant-General under subsection (5) of section 8, divided by the total tonnage of farmers' canes purchased by all manufacturers in the Colony during the year as determined by the Governor on the basis of returns made by manufacturers under section 8.

2. The price of canes per ton shall be the amount in dollars represented by the following formula :—

$$\frac{(A+B+C+D) - (E+F+G)}{H} - J."$$

New Fourth  
Schedule to  
the Principal  
Ordinance.

10. A new Fourth Schedule is hereby added to the Principal Ordinance as follows :—

THE FOURTH SCHEDULE.

(SECTION 7A.)

Directions by the Governor.

- To  
(hereinafter called "the manufacturer") and  
of  
(hereinafter called "the farmer".)
1. The manufacturer shall purchase from the farmer during the crop period of the year such quantity of canes not exceeding \_\_\_\_\_ tons of the following varieties, namely \_\_\_\_\_ grown on land situate at \_\_\_\_\_ as have grown to maturity and are of good quality fit for use for conversion into sugar and are delivered by the farmer to the manufacturer in accordance with the directions hereinafter contained.
  2. The canes shall be delivered at such times and in such quantities as the manufacturer shall from time to time specify by notice to the farmer. The times and quantities specified in the notice shall conform with the established custom for the reaping season so as not unreasonably to delay the reaping and delivery of matured canes on the one hand and not to cause delivery of canes beyond the capacity of the manufacturer's factory on the other hand.
  3. The manufacturer shall, by notice to the farmer, from time to time specify the purchasing scale at which he is prepared to take delivery of the canes and thereupon delivery shall be made accordingly.
  4. The price to be paid by the manufacturer for canes delivered by the farmer and the interim payments (if any) to be made against such price shall be in accordance with the provisions of the Ordinance.
  5. The manufacturer shall also pay to the farmer, in accordance with section 7A of the Ordinance, such sums (if any) in respect of extra transport of canes as are provided for in the section.
  6. In the event of the sugar quota fixed for the manufacturer under the Sugar Quotas Ordinance being subsequently varied, the quantity of canes specified in paragraph 1 of these directions shall be varied correspondingly in the same ratio as such varied quota bears to the quota fixed at the time these directions are given.
  7. References in this contract to canes of good quality shall be deemed to include burnt canes fit for grinding which have been burnt not more than three days before delivery: Provided that in the case of burnt canes as aforesaid the sum of sixty cents per ton shall be deducted from the price determined by law.

Passed in Council this fifth day of February, in the year of Our Lord one thousand nine hundred and forty-three.

W. J. BOOS,  
Clerk of the Council.