

## TRINIDAD AND TOBAGO.

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No. 13—1937.

*Repealed by Sec 20 of Ord 36 of 1938*

I ASSENT,

M. FLETCHER,

*Governor.*

9th September, 1937.

AN ORDINANCE relating to Cane-farming Contracts  
and to make provision for other matters incidental  
thereto.

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-farming Short title.  
Control Ordinance, 1937.

2. In this Ordinance—

“ Board ” means the Cane-farming Arbitration Interpreta-  
tion.  
Board established under the provisions of this  
Ordinance.

“ Cane-farming Contract ” or “ Contract ” means  
an agreement entered into under the provisions  
of this Ordinance between a Sugar Manufacturer  
and a Cane Farmer whereby the Sugar  
Manufacturer agrees to purchase from the Cane  
Farmer sugar-canes cultivated by the Cane  
Farmer and whereby the Cane Farmer agrees  
to sell to the Sugar Manufacturer sugar-canes  
cultivated during the term of the Contract.

- “Cultivate” includes planting, cleaning, weeding, draining, or any agricultural work whatsoever performed in growing sugar-canes to maturity.
- “Cane-Farmer” or “Farmer” means a person who cultivates or contracts with any other person to cultivate sugar-canes for sale to a Sugar Manufacturer, but does not include a Sugar Manufacturer who cultivates sugar-canes on his own lands.
- “Sugar-Manufacturer” or “Manufacturer” means any person who manufactures sugar in the Colony and who purchases sugar-canes from a Cane Farmer for use in his factory for conversion into sugar but does not include a Manufacturer who manufactures wet molasses sugar only.
- “Sugar Quota” means the quota fixed for a Sugar Manufacturer under the provisions of the Sugar Quotas Ordinance, 1937.
- “Warden” means the Warden of the County within the boundaries of which are situated the lands intended to be cultivated by a Cane Farmer in sugar-canes for sale to a Sugar Manufacturer, and includes the Assistant Warden of that County.

Canes to be grown under contract.

3.—(1) No Cane Farmer shall cultivate or contract with any person to cultivate sugar-canes for sale to a Sugar Manufacturer unless he has entered into a Contract with a Sugar Manufacturer in the form contained in the Schedule hereto.

Sale or purchase of canes subject to a contract.

(2) No Cane Farmer shall sell sugar-canes to a Sugar Manufacturer, and no Sugar Manufacturer shall purchase sugar-canes from a Cane Farmer, unless the Manufacturer and the Cane Farmer have entered into a Cane-farming Contract as required by this Ordinance.

Penalty

(3) Any person who contravenes the provisions of this section shall be guilty of an offence and liable on summary conviction to a penalty not exceeding ten dollars in respect of every ton or part thereof of sugar-canes sold or purchased by him.

4.—(1) The Cane-farming Contract shall be in the form contained in the Schedule hereto or as near thereto as circumstances shall permit, and shall specify the quantity and the variety or varieties of sugar-canes which the Manufacturer agrees to purchase in each year during which the Contract is in force. Form of Contract.

(2) The Contract shall remain in force for such period not exceeding five years as shall be agreed upon between the parties thereto and may contain such other conditions not inconsistent with the provisions of this Ordinance. Period of Contract.

5.—(1) No Manufacturer shall, without good and sufficient reason, refuse to enter into a Cane-farming Contract with any Farmer from whom such Manufacturer has purchased sugar-canes at any time within the two years preceding the Farmer's request to enter into such a Contract. Manufacturer not to refuse to enter into contract.

(2) Such Contract shall be for a quantity of sugar-canes of not less than the average annual quantity sold by the Cane Farmer to the Sugar Manufacturer within the two years immediately preceding the making of the Contract: Provided that in the case of a Cane Farmer who sold sugar-canes to a Sugar Manufacturer only in the year immediately preceding the making of the Contract, the Contract shall be for a quantity of not less than the total quantity sold by the Cane Farmer during that year: Provided also that if after the making of a Contract the sugar quota fixed for the Sugar Manufacturer is subsequently varied, the quantity of sugar-canes which such Manufacturer is required under the Contract to purchase from the Cane Farmer shall be varied correspondingly in the same ratio as such varied quota bears to the quota fixed at the time of the making of the Contract.

(3) Nothing in this Section shall prevent a Sugar Manufacturer, should he so desire, from entering into a Cane-farming Contract with a Cane Farmer from whom such Manufacturer has not previously purchased sugar-canes: Provided that in such cases the quantity of sugar-canes which the Sugar Manufacturer shall contract to purchase shall be a matter for the decision of the Manufacturer.

(4) In the event of a Cane Farmer being dissatisfied with the reasons given by a Sugar Manufacturer for refusing to enter into such a Contract or with the quantity of sugar-cane which the Sugar Manufacturer is ready and willing to purchase, the matter shall be referred to arbitration as is hereinafter provided.

Cane Farmer to grow and deliver canes to Manufacturer.

6. A Cane Farmer who has entered into a Cane-farming Contract shall make every reasonable effort to cultivate or cause to be cultivated the quantity of sugar-canes specified in his Contract, and such sugar-canes cultivated by the Farmer which have grown to maturity, and which are of the variety or the varieties, required by the terms of the contract and of good quality and fit for use shall be reaped by the Cane Farmer and delivered and sold to the Sugar Manufacturer.

Sugar Manufacturer to take delivery and purchase canes.

7. A Sugar Manufacturer who has entered into a Cane-farming Contract shall purchase and take delivery of all mature sugar-canes of the variety or the varieties required by the terms of the contract and of good quality cultivated, reaped and offered for sale by the Cane Farmer: Provided that the Sugar Manufacturer shall not be required to purchase a quantity of sugar-canes in excess of the amount specified in the Contract. Unless some other price is expressly agreed upon by the contracting parties, the price to be paid for such sugar-canes shall be in accordance with the scale of prices set out in the Schedule hereto: Provided that such scale may be varied from time to time by resolution of the Legislative Council published in the *Royal Gazette*.

Ratio of purchase of Cane Farmers canes to be maintained.

8. Every Sugar Manufacturer shall in each year purchase in the aggregate from the Cane Farmers with whom he has entered into Contracts a quantity of sugar-canes (provided such quantity is available) which bears to the canes ground by the Sugar Manufacturer not less than the same ratio as prevailed in respect of the higher sugar production of such Manufacturer in either the year 1936 or 1937.

9. (1) A Cane Farmer who contracts with other persons to cultivate sugar-canes for sale to a Sugar Manufacturer shall register with the Sugar Manufacturer with whom he has entered into a Cane Farming Contract the names and the situation of the lands of all such persons and the quantity of sugar-canes purchased in 1936 and 1937 from each such person.

Cane Farmer  
to register  
persons from  
whom he  
purchases  
sugar-canes.

(2) Such Cane Farmer shall register only such persons who have cultivated sugar-canes for sale to him at any time within the two years immediately preceding the date on which he enters into a Cane Farming Contract with a Sugar Manufacturer and shall purchase from each of such registered persons a quantity of sugar-canes (provided such quantity is available) of not less than the average annual quantity sold by each of such registered persons to such Cane Farmer within the two years immediately preceding the making of the Cane Farming Contract: Provided that in the case of a registered person who sold sugar-canes to a Cane Farmer only in the year immediately preceding the making of the Cane Farming Contract the Cane Farmer shall be required to purchase a quantity of sugar-canes of not less than the total quantity sold by such registered person to the Cane Farmer during that year: Provided also that if after registration the quantity of sugar-canes which such Cane Farmer is required to sell to a Sugar Manufacturer under the Cane Farming Contract is varied in accordance with the provisions of Sub-section (2) of Section 5 hereof, the quantity of sugar-canes required to be purchased by such Cane Farmer from each such registered person shall be varied correspondingly in the same ratio as the quantity specified in such varied Cane Farming Contract bears to the quantity specified in the Cane Farming Contract existing at the time of registration.

(3) The price to be paid by the Cane Farmer for such sugar-canes shall be in accordance with the scale of prices provided under Section 7 hereof: Provided that the Cane Farmer shall be entitled to make deductions from such price in accordance with the local custom which prevailed prior to the coming into force of this Ordinance.

(4) Any person who contravenes the provisions of this Section shall be guilty of an offence and liable on summary conviction to a penalty not exceeding Two hundred and forty dollars.

Board of  
Arbitration to  
decide  
disputes.

**10.** In the event of any dispute arising between the Sugar Manufacturer and the Cane Farmer or between a Cane Farmer and a person registered in accordance with the provisions of Section 9 hereof as to the failure of either party to fulfil any of his obligations as required by this Ordinance, or touching or relating to the terms of any Cane-farming Contract, including the price to be paid for canes delivered, the matter in dispute shall be determined by the Board who shall also have power to award compensation for any loss or damage occasioned by any such failure, and to cancel or vary the terms of any Cane-farming Contract.

Cane farming  
Arbitration  
Board.

Duties.

**11.**—(1) There shall be established a Board to be known as the Cane-farming Arbitration Board whose duty it shall be to settle any dispute or claim for compensation arising out of any matter connected with this Ordinance which may be referred to it.

(2) The Board shall consist of the Director of Agriculture, Chairman, and two other persons selected by the Chairman, one of whom shall be a representative of the Sugar Manufacturers and the other a representative of the Cane Farmers. The representatives shall be selected from a panel consisting of six representatives of the Sugar Manufacturers and six representatives of the Cane Farmers, and such representatives shall be nominated by the Governor in Executive Council.

Procedure.

(3) The Board shall regulate its own procedure and shall have all the powers of the Supreme Court to summon and examine witnesses on oath and order the production of documents. The decisions of the Board shall be conclusive and binding on the parties and the persons claiming under them respectively and may be enforced by leave of a Judge of the Supreme Court in the same manner as a judgment or order of the Supreme Court to the same effect. The Arbitration Ordinance shall not apply to any proceedings of the Board or to any award issued by it.

(4) The Chairman shall convene the Board whenever any dispute or question is referred to it, and shall cause proper and sufficient records to be kept of its proceedings and decisions. Records.

12. (1) Within twenty-eight days of the execution of a Cane-farming Contract the Sugar Manufacturer shall deposit a true copy thereof with the Warden who shall keep such copy on record for the period of the Contract and for two years after its termination. The Warden shall furnish copies of the Contract upon request and upon payment of a fee of twenty-five cents for each such copy. Warden to keep copies of Contract.

(2) Every Sugar Manufacturer shall supply the Warden with a list of the persons registered with him by each Cane Farmer under the provisions of Section 9 hereof together with the full particulars registered in respect of each such person.

13.—(1) A Cane-farming Contract shall not be deemed to be a Bill of Sale within the meaning of the Bills of Sale Ordinance, Cap. 185. Legal effect of a Contract.

(2) A Cane-farming Contract shall be exempt from the payment of any duty under the Stamp Duty Ordinance. Cap. 206.

(3) The obligations imposed by this Ordinance upon the contracting parties under a Cane-farming Contract shall devolve and be binding upon their assigns or successors in title: Provided, however, that if by reason of any Act of God, strike, or any unavoidable cause, not due to any neglect or default, either of the contracting parties fails to carry out any of his obligations under the Contract he shall be exempted from any liability consequent upon such failure.

14. This Ordinance shall not apply to the Island of Tobago. Ordinance not to apply to Tobago.

## SCHEDULE.

**CANE FARMING CONTRACT.**

AGREEMENT made this                      day of                      19 .

Between  
hereinafter called "the Sugar Manufacturer" of the One Part and  
hereinafter  
called "the Cane Farmer" of the other Part :

It is hereby mutually agreed as follows :—

During the years 19        to 19        , both inclusive, the Cane Farmer shall cultivate or cause to be cultivated in a husbandlike manner sugar-canes of any of the following varieties to wit :

to the extent of                      tons per annum on land situate at :—

and sell such sugar-canes to the Sugar Manufacturer and for that purpose to reap the said canes from time to time when they have grown to maturity and are of good quality fit for use for conversion into sugar and deliver the same to the Sugar Manufacturer at

in a reasonably good condition at such times and in such quantities as the Sugar Manufacturer shall specify by Notice.

During the aforesaid period the Sugar Manufacturer shall take delivery of all canes of the above-mentioned variety or varieties and of good quality offered for sale by the Cane Farmer and pay for the same at the value at the time of delivery as determined by law unless some other price is expressly agreed upon. Provided that the Sugar Manufacturer shall not be required to purchase a quantity of sugar-canes in excess of the amount specified in this Contract.

It is further agreed that in the event of the Sugar Quota fixed for the Sugar Manufacturer, under the Sugar Quotas Ordinance 1937, being subsequently varied, the quantity of sugar-canes specified in this Contract shall be varied correspondingly in the same ratio as such varied quota bears to the quota fixed at the time of the making of this Contract.

*(Insert here other conditions.)*

IN WITNESS, &c.

**Scale of Prices.**

Whenever the price of Grey Crystal Sugar (96 degrees polarisation) per ton, shall be \$48.00 or less :

The final minimum price for Farmers Canes per ton delivered at the Manufacturers scale shall be \$2.64.

On every increase of \$2.40 per ton on the F.O.B. price of such Sugar above \$48.00 :

The final minimum price for Farmers Canes shall be increased by an additional amount of not less than 12 cents per ton, and so in proportion for any less increase than \$2.40.

For the purpose of ascertaining the value of Grey Crystal Sugar in any year the following procedure shall be adopted :—

- (a) The value of one ton of Grey Crystal Sugar shall be taken as the average price thereof, f.o.b. Port-of-Spain, between the first day of January and the thirtieth day of June in that year, less the deduction therefrom of the amount of any tax payable on such ton of sugar.
- (b) The average price of one ton of Grey Crystal Sugar shall be based on the weekly quotations of Grey Crystal Sugar from time to time supplied to the Sugar Manufacturers Association of Trinidad by C. Czarnikow Ltd. or any other firm or body approved by the Governor, and covering the period from the said first day of January to the thirtieth day of June in such year.

The above scale of prices shall be revised in the event of the price of Grey Crystal Sugar being less than \$43.20 per ton or in the event of any reduction being made in the value of the Certificated Preference granted by the Imperial Government.

Passed in Council this third day of September, in the year of Our Lord one thousand nine hundred and thirty-seven.

W. E. GOCKING,  
*Clerk of the Council.*