
 TRINIDAD AND TOBAGO.

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No. 36—1938.

I ASSENT,

[L.S.]

J. HUGGINS,

Acting Governor.

21st December, 1938.

22nd December, 1938.

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, 1938.

2.—(1) In this Ordinance—

Interpretation.

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

“ Contract ” means an agreement entered into under the provisions of this Ordinance between a Manufacturer and a Farmer.

“ Cultivate ” includes planting, cleaning, weeding, draining, or any agricultural work whatsoever performed in growing canes to maturity.

“Farmer” means a person who cultivates or contracts with any other person to cultivate canes for sale to a Manufacturer, but does not include a Manufacturer who cultivates canes on his own lands.

“Canes” means sugar-canes.

“Manufacturer” means any person who manufactures sugar in the Colony and who purchases canes from a Farmer for conversion in his factory into sugar but does not include a Manufacturer who manufactures wet molasses sugar only.

“Quota” means the quota fixed for a 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 Farmer in canes for sale to a Manufacturer, and includes the Assistant Warden of that County.

“Sub-Contract” means a contract entered into between a Farmer and a cultivator under the provisions of section 9 hereof.

“Cultivator” means a person who has entered into a sub-contract.

Crop period.

(2) For the purposes of this Ordinance a Crop Period shall be the period in each year beginning on the first day on which a manufacturer commences grinding operations and ending on the day on which he finally discontinues such operations for the year: Provided that a crop period shall be deemed to commence not later than the first day of February in each year, except in cases when it is not reasonably practicable, owing to weather conditions, breakdown of machinery, or any other unavoidable cause whatsoever, for the manufacturer to commence grinding operations by such date, and shall be deemed to end not earlier than the first day of June in each year, except in cases when it is not reasonably practicable, owing to any of the causes hereinbefore set out, for such manufacturer to continue grinding operations until such date.

3.—(1) No Farmer shall cultivate or contract with any person to cultivate canes for sale to a Manufacturer unless he has entered into a contract with a Manufacturer as required by this Ordinance. Canes to be grown under contract.

(2) No Farmer shall sell canes to a Manufacturer and no Manufacturer shall purchase canes from a Farmer, unless the Manufacturer and the Farmer have entered into a contract as required by this Ordinance. Sale or purchase of canes subject to a contract.

(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 canes sold or purchased by him. Penalty.

4. The Contract shall be in accordance with the form contained in the First Schedule hereto or as near thereto as circumstances shall permit, and shall specify the varieties and quantity of canes which the Manufacturer agrees to purchase in each year during which the contract is in force, and may contain any other conditions not inconsistent with the provisions of this Ordinance. The contract shall remain in force for such period, not being later than the 31st day of August, 1942, as shall be agreed upon between the parties thereto. Form and conditions of contract. First Schedule,

5.—(1) Save as is hereinafter expressly provided in sub-section (4) of this section, no Manufacturer shall, without good and sufficient reason refuse to enter into a contract with any Farmer from whom such Manufacturer has purchased canes for two consecutive years immediately preceding the Farmer's request to enter into such a contract: Provided that the Manufacturer shall not be under any obligation to enter into any contract with a Farmer for the purchase of canes in the course of any year unless he receives the Farmer's request before the Fifteenth day of January in that year. Manufacturer not to refuse to enter into contract.

(2) Such contract shall be for a yearly quantity of canes not less than the average yearly quantity sold by the Farmer to the Manufacturer within the two years immediately preceding the making of the contract. Quantity of canes to be purchased.

Variation on
account of
Quota.

(3) If at any time prior to or after entering into a contract the quota fixed for the Manufacturer is varied, the quantity of canes which such Manufacturer is required to purchase from the Farmer shall, in the absence of any express agreement to the contrary, be varied correspondingly in the same ratio as such varied quota bears to the quota fixed at the time of entering into the contract.

Temporary
contracts.

(4) Nothing in this Ordinance shall prevent a Manufacturer from entering into a contract with a Farmer from whom such Manufacturer has not previously purchased canes: Provided that in such cases the quantity of canes which the Manufacturer shall contract to purchase shall be a matter for the decision of the Manufacturer: Provided further that if the said contract be for not more than one year, the Manufacturer shall not be under any obligation to enter into any contract with the Farmer in the following year.

Farmer to
grow and
deliver canes
to Manu-
facturer.

6.—(1) A Farmer who has entered into a contract shall cultivate or cause to be cultivated in a proper and husband-like manner the varieties and quantity of canes prescribed by his contract and shall deliver the same or cause the same to be delivered to the Manufacturer pursuant to the terms of his contract and subject to the provisions of this Ordinance.

Abatement of
quantity.

(2) Whenever the Farmer through gross neglect or abandonment of his cane cultivation or through any wilful breach of his contract has failed to supply the quantity of canes agreed to be sold, then in any subsequent year during which the contract continues, or on any renewal of the contract, the Manufacturer shall not be bound to purchase or agree to purchase a larger quantity of canes than that supplied in the year in which such failure occurred.

Manufacturer
to purchase
canes.

7.—(1) A Manufacturer who has entered into a contract shall, subject to the provisions of this Ordinance purchase and take delivery from the contracting Farmer during the crop period of such quantities of canes as are prescribed by and comply with the provisions of such contract.

(2) Notwithstanding anything contained in this Ordinance or in any contract, a Manufacturer shall not be deemed to have committed a breach of a contract or of the provisions of this Ordinance by reason of the fact that he has not at the end of the crop period in any particular year taken delivery of the quantity of canes prescribed by such contract: Provided that the total quantity of canes received at his factory for grinding by him during such crop period has included at least that percentage of canes delivered under contracts which appears opposite to his name in the second column of the Second Schedule hereto: Provided further that, when a Manufacturer has not taken delivery from the Farmer of the entire quantity of canes contracted for in any year, then in the next following year it shall be obligatory for the Manufacturer to take delivery from the Farmer of a quantity of canes equivalent to the shortage of the preceding year in priority to other Farmers' canes and without prejudice to the yearly quantity of canes contracted to be purchased from such Farmer and notwithstanding that in such following year the Manufacturer is unable to take delivery of the entire quantity of Farmers' canes for that year.

(3) A Manufacturer may purchase from a Farmer with whom he has entered into a contract any quantity of canes in excess of the quantity prescribed by the contract: Provided that such excess may not without the consent of both parties be taken into account in computing, pursuant to the provisions of sub-section (2) of section 5 hereof, the quantity of canes which is to be included in any subsequent contract entered into between such Manufacturer and Farmer.

3. Unless a higher price is agreed upon in writing between the contracting parties the price to be paid for canes purchased shall be in accordance with the scale of prices set out in the Third Schedule hereto: Provided that such scale may be varied from time to time by resolution of the Legislative Council published in the *Royal Gazette*.

Sub-contracts
between a
Farmer and
persons from
whom he
purchases
canes for
sale to a
Manufacturer.

9.—(1) A Farmer (herein referred to as a "contractor") who sub-contracts with a cultivator to cultivate canes to be purchased by the contractor for re-sale to a Manufacturer with whom he has entered into a contract shall cause a written record to be made specifying the cultivator, the situation and acreage of the land to be cultivated by him and the quantity of canes agreed to be purchased from him. Such record shall be signed by the contractor and the Manufacturer and annexed to the relevant contract entered into between the contractor and the Manufacturer. The contractor shall sub-contract with such cultivators only as have cultivated canes for sale to him at some time within the two years immediately preceding the date on which he entered into a contract with the Manufacturer. The Manufacturer shall keep a register in which shall be entered the particulars of each sub-contract and the names of each cultivator.

(2) A contractor shall purchase from a cultivator a quantity of canes (if available) not less than the average quantity sold annually by such cultivator to such contractor during the two years immediately preceding the making of their sub-contract.

(3) If at any time after registration the quantity of canes which a contractor is required to sell to a Manufacturer under their contract is varied in accordance with the provisions of sub-section (3) of section 5 hereof, the quantity of canes required to be purchased by such contractor from each such cultivator shall, in the absence of any express agreement to the contrary, be varied correspondingly, in the same ratio as the quantity specified in such varied contract bears to the quantity specified in the contract existing at the time of registration.

(4) The privileges and exemptions conferred and the obligations imposed upon a Manufacturer by Section 7 (2) shall apply *mutatis mutandis* to a contractor as regards canes which he has agreed to purchase from a cultivator.

(5) Unless a higher price is expressly agreed upon by the contracting parties, the price to be paid by a contractor for canes purchased from a cultivator shall be in accordance

with the scale of prices provided under Section 8 hereof :
 Provided that the contractor shall be entitled to make deductions from such price in accordance with the local usage which prevailed prior to the 9th September, 1937.

(6) Whenever a sub-contract with a cultivator is determined the contractor shall forthwith give notice in writing of such determination to the Manufacturer concerned who shall make an entry to that effect in his register, and whenever such sub-contract has been determined without the consent of the cultivator the cultivator may require the Manufacturer to enter into a Contract with him and thereupon the provisions of section 5 of this Ordinance shall apply as if the cultivator was a Farmer from whom the Manufacturer had purchased canes :

Provided that any quantity of canes which a Manufacturer might be under obligation to purchase from the contractor shall be reduced by the quantity which the contractor shall be required to purchase from that cultivator.

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

10.—(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 arising out of any contract or sub-contract or under this Ordinance.

Cane-farming
 Arbitration
 Board.
 Duties.

(2) The Board shall consist of the Director of Agriculture, who shall be Chairman, and two other persons selected by the Chairman, one of whom shall be a representative of the Manufacturers and the other a representative of the Farmers. The representatives shall be selected from a panel consisting of six representatives of the Manufacturers and six representatives of the Farmers, who 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 to order the production of documents. The decision of the Board may be enforced by order of a Judge of the Supreme Court in the same manner as a judgment or order of the Supreme Court to the like effect. The Arbitration Ordinance shall not apply to any proceedings of the Board or to any award made by it.

Appeal. (4) There shall be a right of appeal to a Judge of the Supreme Court in Chambers from any decision of the Board, provided such appeal is entered within twenty-eight days of the date of such decision.

Meetings. (5) The Chairman shall convene a meeting of the Board whenever any dispute or claim is referred to it, and shall cause proper and sufficient records to be kept of its proceedings and decisions.

Preliminary investigations. (6) The Chairman may before convening a meeting of the Board cause a preliminary investigation to be made into a dispute or claim referred to him or to the Board with the object of ascertaining the facts and limiting the issues and of endeavouring to bring about a voluntary settlement between the parties to the dispute.

Board to decide disputes. **11.**—(1) If any dispute or claim shall arise between a Farmer and a Manufacturer concerning the goodness or sufficiency of the Manufacturer's reasons for refusing to enter into a contract or the quantity of canes to be included in any such contract or purchased by the Manufacturer or any other matter relating to the rights and liabilities of the parties under a contract, such dispute or claim shall be referred to the arbitration of the Board.

(2) If any dispute or claim shall arise between a Farmer and a cultivator as to any matter relating to the rights or liabilities of the parties under a sub-contract entered into pursuant to the provisions of section 9 hereof such dispute or claim shall be referred to the Board.

(3) The Board shall have power to award damages and compensation for any loss or damage occasioned by the failure of either party to a contract or to a sub-contract to fulfil his obligations under such contract or sub-contract or under this Ordinance or to declare a contract or sub-contract cancelled.

12.—(1) Within twenty-eight days of the execution of a contract the Manufacturer shall deposit a true copy thereof together with sub-contracts, if any, 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 on request furnish a copy of the contract upon payment of a fee of twenty-five cents therefor.

Warden to
keep copies
of contracts

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

(3) Every Manufacturer who fails without reasonable cause or excuse to deposit any copy of a contract or to supply any list of persons as required by this section shall be guilty of an offence and on summary conviction before a Magistrate shall be liable to a penalty not exceeding forty-eight dollars. The Magistrate may also make an order requiring the defendant within a period to be fixed by the Magistrate to deposit the copy or furnish the list, as the case may be, and in default of compliance with the order to pay a further penalty not exceeding four hundred and eighty dollars.

13. If by reason of any Act of God, strike, breakdown of machinery or any unavoidable cause, not due to any gross neglect or default on his part either of the contracting parties fails to carry out any of his obligations under a contract or sub-contract he shall be exempt from any liability consequent upon such failure.

Exemption of
obligations on
account of
act of God or
unavoidable
causes.

14. The right conferred by this Ordinance on a Farmer to require a Manufacturer to enter into a contract shall enure to the benefit of his successors in title and assigns in whole or in part as the case may be and the obligation imposed by this Ordinance on a Manufacturer to enter into such a contract shall devolve and be binding on his successors in title and assigns and the rights and obligations conferred and imposed upon any party under a contract or a sub-contract shall devolve and be binding on his successors in title and assigns.

Devolution of
rights and
obligations

- 15.** A contract shall not be deemed to be a Bill of Sale within the meaning of the Bills of Sale Ordinance, Cap. 185
- 16.** A contract shall be exempt from the payment of any duty under the Stamp Duty Ordinance.
- 17.** Undischarged contracts made pursuant to the provisions of the Cane-farming Control Ordinances, 1937-1938 shall continue to be binding on the parties thereto but subject to the provisions of this Ordinance.
- 18.** This Ordinance shall not apply to the Island of Tobago.
- 19.** This Ordinance shall continue in force until the 31st day of August, 1942, saving all lawful claims arising out of any contract entered into previous to that date.
- 20** The Cane-farming Control Ordinance, 1937, and the Cane-farming Control (Amendment) Ordinance, 1938, are hereby repealed.

Section 4.]

THE FIRST SCHEDULE.

CANE-FARMING CONTRACT.

Agreement made this day of 19 .

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

It is hereby mutually agreed as follows:—

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

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

and sell such canes to the 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 Manufacturer at his purchasing scale nearest to the Farmer's cultivation.

in a reasonably good condition at such times and in such quantities as the Manufacturer shall specify by Notice. Such notice shall be in accordance with established custom in respect of the reaping season and the proportionate quantities of canes to be delivered from time to time during the crop period, so as not to delay the reaping and delivery of matured canes, nor to cause excessive delivery of canes beyond the capacity of the Manufacturer's factory.

During the aforesaid period the Manufacturer shall take delivery of all canes of the above-mentioned variety or varieties and of good quality offered for sale by the Farmer and pay for the same at the value at the time of delivery as determined by law unless some other price is expressly purchased upon. Provided that the Manufacturer shall not be required to acquire a quantity of 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 Manufacturer, under the Sugar Quotas Ordinance, 1937, being subsequently varied, the quantity of 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.

THE SECOND SCHEDULE.

Section 7 (2)

Each of the undermentioned Manufacturers shall during the crop period in each year purchase in the aggregate from the Farmers with whom he has entered into contracts a quantity of canes, if available, which shall bear to the total quantity used by the Manufacturer in the manufacture of sugar of not less than the percentage set out in the Second Column of the following Table :

FIRST COLUMN.	SECOND COLUMN.
Name of Manufacturer.	Percentage of Farmers' canes referred to in Section 7 (2).
Ste. Madeleine Sugar Co., Ltd.	47
Caroni Estates, Ltd.	25
Woodford Lodge Estates, Ltd.	58
Gordon, Grant & Co., Ltd.	44
Trinidad Sugar Estates, Ltd.	43
Reform Estates (1928), Ltd.... ..	75
Joseph B. Fernandez, Esq. (Forres Park Estate)	68
Alfred Lawrie, Esq. (Hindustan Estate)	84
Eric Murray, Esq. (Craignish Estate)	100

Section 8.

THE THIRD SCHEDULE.

SCALE OF PRICES FOR CANES.

Whenever the standard value of grey crystal sugar (96 degrees polarisation) per pound, as fixed by the Governor in the manner hereinafter provided, corresponds to one of the values set out in the first column of the following Table, the minimum price of Farmers canes per ton (delivered in accordance with the established custom) shall be that set out in the corresponding line in the second column of the said Table subject nevertheless to the following provisions, namely:—

- I.—For any variation of less than $\frac{1}{4}$ cent per pound in the standard values above $2\frac{1}{4}$ cents as set out in the first column of the said Table the price of canes shall be correspondingly varied in ratio to the scale of prices set out in the second column of the said Table and calculated to the nearest cent.
- II.—In the event of the standard value of sugar being fixed at less than two cents per pound, the Governor shall, at the request of a representative of either Manufacturers or Farmers in the absence of any express agreement between the parties as to the minimum price to be paid for Farmers' canes, refer the matter to the Legislative Council who shall fix the minimum price to be paid.
- III.—If in any year the minimum price of canes per ton calculated in accordance with the provisions of this Schedule exceeds \$2.95 but does not exceed \$3.08 the minimum price payable for canes shall be reduced to \$2.95, and whenever such minimum price exceeds \$3.08 the same shall be reduced by thirteen cents per ton: Provided that the number of years in which any such reduction shall be made shall not exceed the number of years subsequent to 1937 in which the minimum price of canes per ton was \$2.64.
- IV.—In determining the respective prices in the second column in the said Table, there has been included a sum of Twenty-four dollars per ton of sugar to cover expenses of handling and manufacturing Farmers' canes and marketing the sugar and if it is shewn to the satisfaction of the Governor that such sum is inadequate or excessive for the purposes mentioned, then the scale of minimum prices of canes shall be re-considered by the Legislative Council.
- V.—The standard value of sugar shall be the value fixed by the Governor and published in the *Royal Gazette* in each year, and in ascertaining such value, the Governor shall take into account the following factors, namely:—
 - (a) The average price of grey crystal sugar f.o.b. Port-of-Spain, during the period 1st January to 30th June each year less the deduction therefrom of the amount of any tax payable on such sugar. Such price shall be based on the weekly quotations of grey crystal sugar from time to time supplied by any firm or body approved by the Governor, and covering the period from 1st January to 30th June;
 - (b) The premium on sugar sold locally being the local price fixed at \$68 per ton less the average f.o.b. price, multiplied by the local sugar quota and divided by the total sugar quota fixed by law;
 - (c) An allowance for molasses at the rate of \$1.20 per ton of sugar manufactured;
 - (d) The certificated preference granted by the Imperial Government, in respect of sugar manufactured in this Colony, being the total value of certificates issued, divided by the total tonnage of sugar manufactured.

TABLE.

First Column. Standard value of sugar per lb.	Second Column. Minimum price of canes per ton.
2 cents to $2\frac{1}{4}$ cents 	\$ c. 2 64
$2\frac{1}{2}$ do. 	2 95
$2\frac{3}{4}$ do. 	3 43
3 do. 	3 93
$3\frac{1}{4}$ do. 	4 55
For every additional increase of $\frac{1}{4}$ cent per lb. ...	62

Passed in Council this seventeenth day of December, in the year of Our Lord one thousand nine hundred and thirty-eight.

W. E. BOARDMAN,
Clerk of the Council.