

CHAPTER 23. No. 10.

FARMERS ADVANCES.

Ordinance
Cap. 136—
1925.

AN ORDINANCE RELATING TO ADVANCES TO FARMERS.

Commencement.

[27th November, 1913.]

Short title.

1. This Ordinance may be cited as the Farmers Advances Ordinance.

Interpretation.

2. In this Ordinance—

“ advance ” means a sum of money secured under the provisions of this Ordinance, the interest (if any) payable in respect of which shall not exceed ten per centum per annum;

“ advance note ” or “ note ” means a note given and filed in pursuance of this Ordinance;

“ 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
note.
Schedule.

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 of the Department of Agriculture or Officer appointed under the Plant Protection Ordinance, 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.

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.

Duplicate of advance note to be deposited with Clerk.

5. Before attesting the execution of an advance note, the Magistrate, Clerk, Warden, Justice, Inspector, Officer, 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 or "contract."

Note not to affect title.

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.

File of duplicates to be kept by Clerk.

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 twelve cents to be received by the Clerk, and to a certified copy of any note filed therein on payment of a fee of twelve cents to be received by the Clerk.

Abstract of notes.

9. The Clerk shall, at the request of any person and on receipt of a fee of twenty-four cents, prepare an abstract of all advance notes duly deposited against any farmer.

Note to create charge on crop and buildings.

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.

Penalty for false statement 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, shall be liable, on summary conviction, to a fine of one hundred and twenty dollars, or to imprisonment for 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 that nothing in this section or in section 10 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 so long as such liability to continue delivery exists.

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 a 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 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.

Money remaining due on note at expiration.

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.

Entry and inspection.

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.

Transfer of note.

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

Refusal to deliver canes or rice.

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 show 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 shown to the contrary, order accordingly.

(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 after 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 liable, on summary conviction, to a fine of ninety-six dollars.

Interim
order.

18. On the application for, or pending the hearing of, any summons as in the last preceding 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, be liable to a

fine of ninety-six dollars. 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 authorise service to be effected by posting a copy of the order in a conspicuous place on the land.

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 liable, on summary conviction, to a fine of ninety-six dollars.

Notice of
intention to
reap.

20. The Magistrate 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.

Compensa-
tion.

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 shall be liable, on summary conviction, to a fine of ninety-six dollars.

Fraudulent
dealing with
buildings.

22. Any farmer neglecting or failing to keep the lands, 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, shall be liable, on summary conviction, to a fine of ninety-six dollars.

Failure to
keep lands in
proper
condition.

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 not, after receipt of such notice, 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

Notice to
factory.

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.

Procedure.

24. Except as in this Ordinance provided, any claim and demand, the amount whereof does not exceed two hundred and forty dollars, 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.

Appeal.

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.

SCHEDULE.

Advance Note.

(Section 3.)

DISTRICT OF

Lender *A. B.* ofFarmer *C. D.* of

Amount secured by this note \$

Amount already advanced \$

Crop charged: Sugar cane [*or rice*] growing on land of at
comprisingBuildings charged [*Describe buildings.*]Place at which canes [*or rice*] are to be deliveredPrice 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, as security for the above advance.

Before me

(Signed) *A. B.**E. F.**C. D.*Filed this day of , 19 , by me *G. H.*, Clerk of the Peace.

Notice.

(Section 23.)

Take notice that I, *A. B.*, being the holder of an advance note dated the day of , 19 , 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.

(Signed) *A. B.*To *X. Y.*