

EXPORTATION OF FRUIT RULES – SECTION 11

(S.R.O.s 3/1949, 30/1956 and 18/1965)

Short title

1. These Rules may be cited as the Exportation of Fruit Rules.

Wrapping

2. All tomatoes, limes and grafted mangoes intended for export to the United Kingdom, Canada or Bermuda shall be tightly wrapped in wrapping paper approved by the Chief Fruit Inspector. Limes intended for export to the United States of America shall be wrapped in approved wrapping paper or straw paper.

Fee for examination

3. There shall be collected a fee of 10 cents for every crate, barrel or other container having fruit therein and examined by a fruit inspector.

(Substituted by S.R.O. 18/1965)

Licensed packing houses to be clean

4. The owner, occupier or person in charge of any licensed packing house shall keep such premises in a clean condition to the satisfaction of the Chief Fruit Inspector.

Diseased fruit

5. A Fruit Inspector may order any fruit submitted to him for examination which is affected by any insect pest or fungus disease to be destroyed and the same shall be forfeited and destroyed accordingly:

Provided that the owner of such fruit may appeal without delay to the Governor whose decision shall be final and binding on all parties.

Condition of fruit

6. All fruit intended for export shall be of the degree of maturity required by the trade, and shall be undamaged and free from any dirt, decay, disease, bruising or any other defect which, in the opinion of the Fruit Inspector, renders it unfit for export.

Grades

7. All fruit for export shall be graded for quality according to the standards defined below—

TOMATOES

There shall be one grade for tomatoes, in the case of shipments to Canada to be certified as “Canada No. 2 or better”, which shall consist of tomatoes which are—

- (i) sound, clean, reasonably smooth, well formed, of similar varietal characteristics and of uniform state of maturity;
- (ii) free from disease, scald, ground spots, stem ends and worm holes, growth cracks and other scars which are likely to cause leaking or materially affect their appearance;
- (iii) free from excessive damage caused by blossom end, plant or stem rub and insect injury; and
- (iv) properly packed.

OTHER FRUITS

The following shall be the grades for other fruits—

Choice

“**Choice**” shall consist only of first class fruits of similar varietal characteristics, particularly as regards colour and shape. The fruits shall be firm and free from all discolouration and insect or fungus damage.

Standard

“**Standard**” shall consist only of fruits which, whilst conforming to the general requirements, are not up to the specification of “Choice”.

Standard containers

8. Containers shall conform to the standard quality and sizes generally accepted by the fruit trade and approved by the Chief Fruit Inspector.

Packing

9. *Tomatoes.* The containers shall be tightly packed. Tomatoes in any one container shall be of uniform size and packed to represent the following counts per crate—

6 X 6, 6 X 7, 7 X 7, 7 X 8.

Limes. The containers shall be tightly packed, and the limes in any one container shall be of uniform size. Limes shall be of a minimum size of $1\frac{3}{8}$ inches in diameter. Limes packed in barrels shall be graded for size as “Large”, “Medium” and “Small”. “Large” shall include all limes which will not pass through a grade ring of $1\frac{7}{8}$ inches diameter; “Medium” those which will pass through a $1\frac{7}{8}$ inches, but not through a $1\frac{3}{8}$ inch ring; and “Small” all such as will pass through a ring of $1\frac{3}{8}$ inches in diameter. Limes packed in crates shall be packed to represent the following counts per crate—

177, 226, 281, 342.

Marking and stencilling

10. All containers intended for export must be clearly marked with the following particulars—

- (1) Shippers’ markings and port of destination.
- (2) Kind of fruit.
- (3) Country of origin.
- (4) Count or size of fruit.

In the case of tomatoes the net weight must be marked on the crate.

Such marks shall be made either by stencilling or stamping in bold letters.

Special Trade Requirements

11. To meet the requirements of any special trade or demand it shall be competent for the Chief Fruit Inspector to permit, subject to such terms and conditions as he shall see fit—

- (a) the exportation of fruit unwrapped;
- (b) the use of packages other than those of standard dimensions; and
- (c) the preparation for export and the shipment of fruit in any particular manner prescribed by the Chief Fruit Inspector.

Fruit Advisory Committee

12. For the better regulation of the shipping and marketing of fruit, there shall be established an advisory committee to be called the Fruit Advisory Committee which shall consist of the officer for the time being in charge of the Government Depot who shall be Chairman and six other persons appointed annually by the Governor one of whom shall be an officer in the service of the Government of Montserrat and five of whom shall be unofficial persons.

Marketing Depot

13. (1) *Marketing Depot.* In addition to such other duties as may be imposed on him by any law, rule, or administrative order, it shall be the duty of the officer in charge of the Government Depot to receive and market fruit submitted to him for shipment, provided that he considers that market conditions justify shipment.

(2) *Delivery of fruit.* The days and times for delivering of fruit for marketing by the Agricultural Department shall be fixed by the Officer-in-Charge.

Transport of fruit intended for export

14. Fruit intended for export shall not be conveyed in bags, but shall be placed for transport in boxes, or baskets properly lined to prevent bruising.

Accounts

15. (1) *Tomatoes.* All tomatoes delivered by growers shall be pooled. The Officer-in-Charge of the Government Depot shall be empowered to make advances on fruit shipped and at a rate approved by the Governor. Adjustment and final payments shall be made at the end of the season.

(2) *Other Vegetables.* Immediately on receipt of account sales for fruit shipped through the Agricultural Department, other than tomatoes, adjustment shall be made with the person for whom the fruit was shipped, after deducting all expenses.

(3) *Losses.* In all cases where there has been a loss on the shipment of fruit through the Agricultural Department such loss shall be borne by the person for whom the fruit was shipped, and in default of payment may be sued for in a Court of competent jurisdiction and recovered with costs of suit as a debt due to the Collector of Customs and Excise.

(4) *Crate Material.* All materials supplied by the Government Depot must be paid for prior to delivery, except when fruit is marketed by the Government Depot when such expenses shall be recovered on receipt of account sales. No material shall be issued on loan by the Government Depot.

(5) *Contracts.* It shall be lawful for the Officer in charge of the Government Depot to make contracts for the transport of packing material and the shipping of fruit.

(6) *Cess.* A cess will be charged on all fruit packed and shipped by the Agricultural Department at the following rates—

Fruit packed and shipped	2 cents per crate
Fruit shipped but not packed	1 cent " "
Fruit packed, but not shipped	1 " " "

(7) *Packing House Charge.* A packing house charge at the rate of 15% of the cost of the labour employed will be charged in respect of all fruit packed by the Agricultural Department:

Provided that the Governor in Council shall have the power to waive or remit all or part of any cess or packing house charges payable under sub-rules (6) and (7).

Cold storage depot

16. (1) Fruit will be received for cold storage on days and at times to be fixed by the Officer-in-Charge of the Government Depot, who shall be under no obligation to accept fruit for cold storage if accommodation is not available. No space will be reserved for any person.

(2) *Cold Storage Fees.* Cold Storage Fees will be charged at the following rates—

<i>Article</i>	<i>Rate</i>	<i>Period</i>
Fruit and vegetables in packages not exceeding 25 lb	3 cents	fortnight or part thereof
Fruit and vegetables in packages of over 25 lb. and not exceeding 35 lb.	4 "	"
Fruit and vegetables in packages of over 35 lb. and not exceeding 50 lb.	5 "	"
Fruit and vegetables in packages of over 50 lb. and not exceeding 100lb.	10 "	"
Fruit and vegetables in packages of over 100 lb.	20 "	"

(3) *Porterage and Stacking of Fruit.* The porterage and stacking of fruit for cold storage may be undertaken by the Cold Storage Depot, and fees shall be charged at the following rates—

<i>Article</i>	<i>Rate</i>
Fruit and vegetables in packages not exceeding 25 lb.	\$1.00 per 100 packages
Fruits and vegetables in packages of over 25 lb. and not exceeding 35 lb.	2 cents per package
Fruit and vegetables in packages of over 35 lb. and not exceeding 50 lb.	3 cents "
Fruit and vegetables in packages of over 50 lb. and not exceeding 100 lb.	5 cents "
Fruit and vegetables in packages of over 100 lb.	8 cents "

(4) *Payment of Cold Storage Fees.* All fees, as provided by law, charged in respect of fruit pre-cooled for export shall be paid into the Treasury, and shall be included on the Export Warrant.

Exemption

17. No liability shall attach to the Government or any officer or servant of the Government for any loss of or damage to any fruit at the Government Depot or any Government Packing House unless such loss or damage was due to negligence on the part of an officer or servant of the Government.

Forfeiture of Rejected Fruit

18. Rejected fruit not removed within 24 hours of the giving of an oral or written notice by the Chief Fruit Inspector will be forfeited and destroyed or otherwise disposed of.

Overtime Fees

19. Fees for overtime work shall be paid to officers of the Government Marketing Depot in accordance with the scale and rates hereunder—

Scale A. For duties performed on Sundays, Public Holidays and any night between 10 p.m. and 6 a.m.

Scale B. For duties performed on ordinary working days before and after the prescribed hours of attendance, except between 10 p.m. and 6 a.m.

<i>Grade</i>	<i>Hourly rate of Overtime</i>	
	<i>Scale 'A'</i>	<i>Scale 'B'</i>
Principal	96 cents	84 cents
Senior Clerk	84 "	72 "
Junior Clerk	72 "	60 "
Chief Petty Officers	50 "	40 "
Other Petty Officers	40 "	30 "