Executive Order No. 88, dated October 27, 1917, and published in Official Gazette No. 2851, is hereby reduced to TWENTY THOUSAND DOLLARS ($20,000), and the balance in excess of said amount on September 1, 1921, will be covered into the General Account of the National Treasury.

ARTICLE 2. All laws or parts of laws in conflict herewith are hereby repealed.

S. S. ROBISON,
Rear-Admiral, United States Navy,
Military Governor of Santo Domingo.

Santo Domingo, D. R.,
September 17, 1921.

MILITARY GOVERNMENT OF SANTO DOMINGO.

Executive Order No. 671.

LOAN LAW.
O. G. No. 3259.

By virtue of the powers vested in the Military Government of Santo Domingo, the following Executive Order is hereby promulgated:

ARTICLE 1. Executive Order No. 291 is hereby amended to read as follows:

"Article 1. Professionals, farmers, manufacturers, artisans and day laborers, may give security, for such loans as they may obtain, in the form of products, tools, utensils, implements and movables which they use in their work or profession, keeping them in their careful and gratuitous custody so long as they continue to serve as collateral for the money loaned.

"Article 2. The following may be accepted as security for this special kind of loans; crops, harvested or ready for harvest; other products of rural estates, including grain, seed, vegetables, honey, sugar, wool, cacao, coffee, tobacco, salt, timber, dry plants, neat cattle, draft or work animals and their equipment; coaches, carts and other vehicles set apart for the service of common carriers, portable instruments of agriculture or other industries or professions; carts, machinery, implements and utensils for the work of farmers, manufacturers, professional men, artisans and day laborers.

"Article 3. Anyone desiring to get, under this law, a loan and to secure it with property of the kind specified in this law,

will appear before the Alcalde of the Commune where the objects to be pledged are and must continue to remain, and, in the presence of two responsible witnesses of legal age, males, Dominicans, duly qualified, will sign together with the Alcalde, the witnesses and the lender, both on the stub and on the detachable leaf of the book of forms kept for this purpose, a sworn statement in which shall be set forth clearly in detail the objects to be used as collateral, their quantity, kind, and market price on the day the statement is made; the sum asked; the period of the contract, as well as the interest proposed to be paid on the amount loaned. This document shall bear the seal of the Alcalde's office, placed in such manner as to occupy a part of both leaves. In case the borrower does not know how or is unable to write, he shall make his mark and the Alcalde's Secretary shall sign for him, noting on both leaves the circumstances wich prevent his signing. The detachable leaf shall be delivered to the lender. This book is public and may be examined by such persons as desire to do so.

"(a) The Alcalde's Secretary shall keep an alphabetical Index of borrowers' names and note the folio of the stub and the amount shown on the stub, as well as the date of the transaction.

"(b) The Secretary of State of Justice and Public Instruction shall furnish bound stub-books containing 100 folios each, on unofficial paper, numbered, and on each folio there shall be printed both on the stub and on the detachable leaves the following form:

"FORM:

"On this————day of———19——, before me———— ————, Alcalde of————, assisted by my Secretary, appeared Mr.———— of legal age, domiciled in this commune and residing in ————, in the presence of Messrs ———— of ————, by occupation———— ————, and ———— of ————, by occupation ————, both of legal age and duly qualified witnesses, and made the following statement:

"That he declares under oath that he is the absolute owner of the following movables, free and clear of all incumbrances, all of which at the present time are within this commune, towit at————:

DESCRIPTION	CONDITION (Quality, serviceability, etc.)	VALUE

"That he declares under oath that the foregoing articles are of the description and in the condition stated above and that he believes their value to be as stated.

"Being desirous of securing a loan of ———— dollars, in currency of the United States of America, with said objects as security, he hereby declares to have received from Mr.———— ———— said sum of ———— dollars, which he promises to pay said ————, or order, on———— ——— 19 ———, with monthly interest at the rate of ————.

"In order to insure payment of the foregoing amount and interest thereon, he retains control as depositary over the objects heretofore mentioned of which he will take special care free of cost and will act as custodian thereof until the amounts guaranteed thereby are paid, subject to the penalties established by law for their return to the person indicated by the Alcalde when the latter orders him to do so, upon the expiration of the time set for payment, without such payment having been affected.

Witnesses:

———— ————

(Borrower.)

———— ————

(Lender.)

"In compliance with law, this certificate is made in two originals, one of which is delivered to the lender, it having first been signed by the borrower, the lender and the witnesses, before me who doth so certify."

————

(Alcalde)

(The Secretary shall read this form aloud to the interested

parties before the same is signed.)"

"(c) On the Reverse of the above form shall be printed the following:

"On this ——— day of ———, 19 ———, before me appeared Mr. ———, the holder of this certificate and Mr.———, the debtor named therein and at the request of both the date of maturity has been advanced to the ——— day of ——— 19 ———.

———

(Alcalde)

"Article 4. On both leaves of the said stub there must be made to appear also whether the effects constituting the collateral have been insured; and if they are insured, the name and address of the insurer. The holders of the certificate or detached leaf which evidences the loan, shall have the same rights respecting the insurance as over the objects insured; for this purpose the prospective borrower must deliver indorsed in blank, the policy or instrument evidencing the insurance, to the Alcalde, who shall keep it for delivery to the person entitled to it upon cancellation of the loan or the foreclosure of the hypothecation.

"Article 5. The said certificates or detached leaves are transferable by indorsement and are negotiable as commercial paper.

"Article 6. Within the twenty days following the date of maturity, if the loan has not been paid or the date extended as provided in Article 12 of this Law, the holder of said certificate will request the Alcalde to sell at public auction the articles specified therein, for which purpose it shall be necessary to attach said certificate to the request.

"The sale having been requested, the Alcalde will order the borrower to deliver the collateral and the sale will be announced by means of notices posted on the door of the Alcalde's office where it is to be affected, in the market and in other public places for not less than six days. The sale at public auction shall be effected at the Alcalde's office the eighth day after the request, the objects sold going to the best bidder to whom they shall be delivered by the constable by order of the Alcalde the purchase price first having been paid.

"The sale may likewise be announced in any other way

thought advantageous by either the borrower or the person requesting it.

"Article 7. The creditor shall be paid the amount of this loan out of the proceeds of the sale, in preference to any other creditor or to any other person claiming rights against the debtor in the things serving as collateral, and the Alcalde shall deliver to the said creditor the sum owing him, first deducting the cost of the sale, and shall give the residue to the person who is entitled to it. If the sale produces less than the amount needed to pay the debt and costs, from the proceeds of the sale the costs of the sale shall first be paid, and the residue delivered to the creditor, who, to the extent of the shortage, shall be creditor of record.

"Article 8. The holder of a certificate of the kind already mentioned, who shall allow twenty days to go by after maturity without requesting the sale of the articles used as collateral, shall lose the right of preference which this law gives him and shall become a pure and simple creditor of the debtor.

"Article 9. The debtor can redeem his loan before maturity by paying its value to the holder of the certificate. If said holder refuses to accept payment, or if his name and address are unknown to the debtor, the latter may deposit the sum in the office of the Alcalde. The Alcalde will give him a receipt and order that the privilege existing until then over the articles, be transferred to the sum deposited and will publish notice of such payment in the manner provided in Article 6, in order to give notice to the interested party.

"A reduction in the amount of the loan can be made before maturity only with the consent of the holder of the certificate. Part payments so made shall be noted in ink on the back of the certificate by the holder over his signature and it shall be his duty to notify the Alcalde thereof in writing on the same day. The Alcalde shall thereupon make a similar note in ink on the reverse of the stub.

"Article 10. Any person who, as borrower, makes any false material statement in the oaths as called for by the form provided in Article 3 of this law, shall be deemed guilty of perjury and upon conviction shall be punished by imprisonment for not less than one month nor more than six months and by a fine of not less than Fifty Dollars nor more than Three Hundred Dollars. The same penalty shall be imposed on the debtor who, unless prevented by *force majeure,* fails to deliver the articles pledged when required to do so by order of the Alcalde, as pro-

vided in Article 6 of this law. The same penalty shall likewise be imposed on the borrower under this law, who, to the prejudice of the holder of the certificate, exchanges, sells, wilfully injures, destroys, removes or conceals, the property pledged or any part thereof. The same penalty shall likewise be imposed on the holder of a certificate who receives money as part payment of the loan and fails to make note of the same and to notify the Alcalde as provided in Article 9 of this law, or who lends money to a borrower knowing that the latter has taken a false oath in order to obtain the loan.

"If the debtor does not deliver when requested the Alcalde will make a note of the fact.

"The offenses provided and punished by this law will be proved by means of documents or witnesses.

"The application of these penalties pertains to the Alcalde as Special Judge.

"Within five days counting from the rendering of the decision or from the date of its notification in case of default, an appeal may be taken to the Court of First Instance of the Judicial District to which the Alcalde's office pertains. This provision shall serve to modify Paragraph (a), Article 4, of Executive Order No. 302.

"Article 11. The Alcalde's office will collect the following fees included in the costs with which Article 9 deals:

"(a) For signing the loan stub-book: One Dollar.

"(b) For certifying an extension of the date of maturity, One Dollar.

"(c) For holding the sale at public auction up to final adjudication not less than Two Dollars nor more than two percent (2%) of the proceeds of the sale, one-half for the Treasury of the Commune, and the other to be divided up among the Alcalde, tthe Secretary and tthe Constable, one-half, one-quater and one-quarter respectively;

"Article 12. The time of payment may be extended only in the manner indicated in the form of certificate set forth in paragraph (c) of Article 3. The certification shall be made by the Alcalde both on the stub and on the detached leaf.

"Article 13. None of the documents to which this Executive Order refers shall be subject to the Civil Registry Rules nor to the payment of any tax including the stamp tax."

ARTICLE 2. This law shall be retroactive in effect insofar as it lessens penalties and reestablishes the right of appeal; provided however that where, before the going into effect of this Law, final decision has been rendered in any case, no appeal shall lie and the reduction of the penalty imposed shall be limited to t he maximum penalty established by Article 10 as amended by this Law. For infractions of any of the provisions of Executive Order No. 291 committed before the promulgation of this Law, the provisions of the said Executive Order as then in force shall continue to apply, excepting as indicated in this Article.

ARTICLE 3. All laws or parts of laws in conflict with this Order, are hereby repealed.

S. S. ROBISON,
Rear-Admiral, United States Navy,
Military Governor of Santo Domingo.

Santo Domingo, D. R.,
September 19, 1921.

MILITARY GOVERNMENT OF SANTO DOMINGO.

Executive Order No. 672.

Relief of hurricane sufferers.

O. G. No. 3258.

By virtue of the powers vested in the Military Government of Santo Domingo, the following order is hereby promulgated:

ARTICLE 1. There is hereby appropriated from funds in the National Treasury not otherwise appropriated the sum of TWELVE HUNDRED DOLLARS ($1,200) for the relief of hurricane sufferers in the afflicted district of the Dominican Republic.

ARTICLE 2. The Treasury of the Republic will pay to the Commanding Officers of Marines at Seybo and Higüey from this appropriation the sums of FIVE HUNDRED DOLLARS ($500) and SEVEN HUNDRED DOLLARS ($700) respectively to be distributed by them in such manner as the Committees appoint-