

THE AGRICULTURAL CREDIT BOARD ACT

REGULATIONS
(under section 6)

THE AGRICULTURAL LOAN SOCIETIES REGULATIONS, 1961

(Made by the Agricultural Credit Board on the 19th day of January, 1961 and approved by the Minister on the 3rd day of February, 1961)

L.N. 40/61
Amd:
L.N. 26/62

1. These Regulations may be cited as the Agricultural Loan Societies Regulations, 1961.

2. (i) Every application by a body of persons for registration under subsection (1) of section 12 of the Act shall be in the *Form A*¹ in the Schedule and shall be accompanied by a copy of the rules of such body and by the particulars specified in the *Form A*¹¹ and *A*¹¹¹ in the Schedule.

Forms A,
*A*¹¹, *A*¹¹¹.

(ii) Every body of persons applying for registration shall also give any further information required by the Board.

3. Every agricultural loan society shall inform the Board in writing of any proposed amendment to its rules at least fourteen clear days before the general meeting at which it is proposed to consider such amendment, and, if, in the opinion of the Board, the proposed amendment will be prejudicial to the stability of the agricultural loan society or any security which the Board holds for any loans made to such society not yet repaid, the Board shall have the right to require repayment of such loans before registration by the Registrar-General of Jamaica of such amendment.

4. Every agricultural loan society shall forward to the Board a copy of any amendment to its rules within seven clear days of the passing of such amendment.

5. Every agricultural loan society desiring a loan from the Board shall make application in the *Form B* in the Schedule.

Form B.

6. The Board shall have power to call upon any agricultural loan society applying for or obtaining a loan under the Act or from any funds at the disposal of the Board to furnish such information and to produce such documents as may seem necessary to the Board.

7. Any loan made by the Board to an agricultural loan society shall be utilized by such society for the purpose stated in its application and as approved by the Board and shall not be utilized for any other purpose without the previous consent in writing of the Board.

8. When the Board agrees to make a loan to any agricultural loan society under paragraph (c) of subsection (2) of section 4 of the Act, a loan receipt in the *Form C* in the Schedule shall be executed in proper manner and delivered to the Board.

Form C.

9. Every agricultural loan society shall classify loans issued under such heads and on such forms as may be approved by the Board from time to time.

10. Every agricultural loan society shall within four months of the close of its financial year submit to the Board a certified copy of the annual return, the balance sheet and financial statements, and the Report of the auditors made by the society to the Registrar-General of Jamaica under section 13 of the Industrial and Provident Societies Act, and all amendments thereto or under any other enactment affecting such society.

11. Every agricultural loan society shall keep written up to date the following books—

- (a) minutes of meetings of the Committee of Management and of the Council of Supervision;
- (b) a Value Book in which shall be recorded all registered letters and valuables, including loan securities, received;
- (c) a Share Register giving the names and addresses of all members and number of shares held by each member with a record of all transfers of shares;
- (d) a Cash Book in which shall be recorded all cash receipts and payments;
- (e) a Petty Cash Book in which shall be recorded all petty cash expenditure and reimbursements;
- (f) Shares and Loans Ledgers in which shall be entered all instalments paid by members from time to time on account of their shares, particulars of loans made to borrowers and

- payments made in reduction of such loans and for interest and other charges, and details of the security given and the terms and conditions on which each loan is issued;
- (g) a Security Register in which shall be recorded all securities held in respect of loans made by the society;
 - (h) a Journal in which shall be recorded all adjustments in respect of the Ledger accounts;
 - (i) a General Ledger in which shall be kept separate accounts for each type of loan received from the Board, necessary control accounts, and the Reserve Fund account.

12. Every agricultural loan society shall cause a monthly statement to be prepared in the *Form D* in the Schedule for submission to the committee of management of the society at its first meeting after the close of each month and a copy of such statement shall be forwarded to the Board. *Form D.*

13. Any amount authorised by way of salary or reward to the secretary, manager or any other officer of an agricultural loan society shall be subject to the approval in writing of the Board and such approval may be withdrawn by the Board at any time.

14. The committee of management of every agricultural loan society shall require every officer having the receipt or custody of the society's funds to give security in the form of a fidelity insurance policy for such amount as shall be approved by the Board. Such policy and all renewals and renewal receipts as shall be given shall be forwarded to the Board and shall be retained by the Board.

15. Every agricultural loan society shall cause its secretary or other officer authorised to receive moneys on behalf of the society to be supplied with a receipt book as approved by the Board, and such officer shall issue a receipt for every payment made to him on behalf of the society and retain in the receipt book the carbon copy or copies of the receipt issued.

16. An agricultural loan society which is in receipt of a grant shall not pay interest on its share capital either as dividend or bonus or by way of distribution of profits at a rate exceeding two and one-half *per centum* per annum without the consent in writing of the Board.

17. An agricultural loan society which is not in receipt of a grant may pay such interest on its share capital not exceeding four *per centum* per annum as may be agreed upon by its members, but shall not be at liberty to pay any further interest to its shareholders either as dividend or bonus or in the way of distribution of profits without the consent in writing of the Board.

18. The secretary or manager of an agricultural loan society shall, on being requested to do so by the Board or by the duly appointed officer or officers of the Board, submit the cash of the society to be checked and all its books, securities, documents and papers whatsoever so that the same may be examined and such extracts may be taken therefrom as shall be considered necessary by the Board for obtaining the fullest information.

19. All payments by an agricultural loan society to the Board shall be by cheque which shall be crossed and made payable to the Agricultural Credit Board. Cheques shall not be drawn in favour of any officer of the Board.

20. The secretary or other officer of an agricultural loan society having custody of the funds of the society shall lodge such funds in a Bank approved by the Board in the registered name of the society. Any cash balance exceeding twenty dollars in the hands of the Secretary or such other officer shall be lodged in the Bank as soon as possible.

21. As a condition precedent to the granting of a loan to an agricultural loan society, the Board shall have power at any time to require such society to make proper provision for the safe-keeping of its cash, books, securities, documents and other property.

22. Every agricultural loan society shall advise the Board immediately of any change in the persons holding the office of chairman, treasurer, secretary, manager and any other office, and, any change of persons authorized to sign cheques.

23. An agricultural loan society shall, within two weeks of the receipt of a statement of its indebtedness to the Board, certify the correctness of the same by the chairman, treasurer (or a member or members of the committee authorized to sign cheques), and the secretary (or manager as the case may be) of the society after they

have satisfied themselves that such statement agrees with the balances shown in the books of the society. Any difference between the figures shown in the Board's statement and the accounts of the society shall forthwith be brought to the notice of the Board.

24. Every agricultural loan society shall at the end of its financial year forward—

- (a) to each member of such society a statement showing the amount (if any) owing by him to the society on account of shares;
- (b) to every person indebted to such society a statement showing the amount owing by him to the society in respect of loans, interest and other expenses.

25. In these Regulations references to the rules of a body of persons shall, in relation to a company, be deemed to include references to the Memorandum and Articles of Association of that company.

26. Every charge created under section 27 of the Act shall be in the *Form E* in the Schedule.

Form E.

27. Every memorandum required by section 28 of the Act to be prepared in respect of a charge on crops and/or movable property created under section 27 of the Act shall be in the *Form F* in the Schedule.

Form F.

28. Every memorandum required by section 28 of the Act to be prepared in respect of a mortgage of land not under the Registration of Titles Act shall be in the *Form G* in the Schedule.

Form G.

29. Every release under section 33 of the Act shall be in the *Form H* in the Schedule.

Form H.

SCHEDULE

Form A¹

(Regulation 2)

APPLICATION FOR REGISTRATION AS AN AGRICULTURAL LOAN SOCIETY

Registered Office of the

.....Ltd.,

.....P.O.,

.....19.....

MANAGER,

Agricultural Credit Board

P.O. Box 457,

Kingston.

Dear Sir,

I am directed by the Committee of Management of the.....
Limited hereinafter referred to as the Society, to
 apply to your Board to register the Society as an Agricultural Loan Society
 under section 12(1) of the Agricultural Credit Board Act.

2. As required by the regulations made by your Board under section
 6 of the Agricultural Credit Board Act, I forward herewith a copy of the
 Rules* of the Society.

3. I enclose Form of Particulars duly completed. I also give on the
 attached sheet the names and addresses of the Chairman, Treasurer, Secretary,
 Auditors and Members of the Managing Committee of the Society.

Yours truly,

.....
Secretary

*Memorandum and Articles of Association, where the Society is a Company

Form A¹¹

(Regulation 2)

To accompany an Application to the Agricultural Credit Board for Registration

In re application of.....Limited
 (hereinafter referred to as the Society) for registration as an Agricultural Loan
 Society under section 12(1) of the Agricultural Credit Board Act.

1. Is the Society registered as an Industrial and Provident Society?
 If so, give number and date of Registration Certificate.
2. If the Society is registered under any other Act please state which,
 and give number and date of Registration Certificate.
3. Please give the situation and postal address of the registered office.
4. Please give the days on which and the hours during which the office
 of the Society is opened for business.

- 5. What is the membership of the Society at the date of this application?
- 6. What is the amount of the Issued Share Capital of the Society at the date of this application? Please give the number and nominal value of each class of shares?
- 7. What is the amount of the Paid-up Share Capital of the Society at the date of this application?
- 8. Please give full particulars regarding shares forfeited, if any.
- 9. What is the amount of the Reserve Fund, if any, of the Society at date of this application?

.....
Secretary

.....19.....

Form A^{III} (Regulation 2)

NAMES OF OFFICERS OF SOCIETY

In re application of..... Limited
 for registration as an Agricultural Loan Society under section 12(1) of the
 Agricultural Credit Board Act.

<u>Office</u>	<u>Name</u>	<u>Address</u>
Chairman	.....	.....
Treasurer	.....	.....
Manager	.....	.....
Secretary	.....	.....
Assistant Secretary	.....	.....
Clerk	.....	.....
Clerk	.....	.....
Members of Committee	1.....	.....
	2.....	.....
	3.....	.....
	4.....	.....
	5.....	.....
	6.....	.....
	7.....	.....

[The inclusion of this page is authorized by L.N. 4/1976]

No. of Shareholders at.....
 No. of \$2.00 shares at.....
 No. of \$10.00 shares at.....
 Issued Share Capital at..... \$.....
 Paid-up Share Capital at..... \$.....
 Reserve Fund at..... \$.....
 Indebtedness to the Board at date of application..... \$.....

Form C

(Regulation 8)

THE AGRICULTURAL CREDIT BOARD ACT
Mortgage Receipt

The..... Limited
 (hereinafter referred to as "the Society") hereby acknowledge the receipt from
 the Agricultural Credit Board, appointed under the Agricultural Credit Board
 Act (hereinafter referred to as "the Board") of the sum of.....

..... as a loan to be repaid with interest at the rate
 of..... per centum per annum payable quarterly on the unpaid
 balance of the loan on the 1st January, 1st April, 1st July and 1st October
 in each year.

The principal sum is to be repaid on the.....

Provided that if interest is paid regularly on each of the foregoing quarter
 days and each and every one of the instalments following be regularly paid,
 that is to say.....

.....
 then payment of the principal sum shall not be required otherwise than by
 such instalments but provided, however, that if default is made in the payment
 of any quarterly instalments on account of principal or in the payment of
 interest or in the breach of any provision of the Agricultural Credit Board
 Act, or any regulation made thereunder, then the whole of the principal
 sum shall immediately become due and payable without further demand.

For securing the repayment to the Board of the said Loan together with
 interest and in the manner aforesaid, the Society hereby charges and makes
 liable all its share capital, assets and property, real and personal, at this
 date and also all its share capital, assets and property, real and personal,
 acquired subsequent to this date, and the Society hereby undertakes and
 agrees when called upon so to do to execute forthwith all such deeds and
 documents for the purpose of further assurance as the Board may from time
 to time require.

It is hereby agreed that this security shall confer on the Board all the
 rights and powers contained in the Agricultural Credit Board Act, and all
 amendments thereto and it is further agreed and declared that the Society
 shall conform to all regulations made by the Board from time to time under
 the Agricultural Credit Board Act.

THE AGRICULTURAL LOAN SOCIETIES REGULATIONS, 1961

Form C, contd.

Dated this.....day of.....19.....

THE COMMON SEAL of the.....

 Limited was on theday of
19.....affixed hereto in
 the presence of.....
 the Chairman and.....
 the Secretary who with.....
 the Treasurer thereupon respectively
 subscribed their names hereto in the
 presence of:



.....
Chairman

Secretary

Treasurer

.....
Justice of the Peace

Form D (Regulation 12)
 AGRICULTURAL CREDIT BOARD ACT
 Monthly Report

Name of Society.....

Month.....

Receipts	Previous Month			Present Month			Payments			Previous Month			Present Month			
Balances							Loans Issued									
Cash							Short-Term									
Bank							Medium-Term									
Shares							Long-Term									
Deposits																
Loans from A.C. Board																
Short-Term																
Medium-Term																
Long-Term																
Collections—Loans							Loan Repayments									
Short-Term							A.C. Board									
Medium-Term							Short-Term									
Long-Term							Medium-Term									
							Long-Term									
							Interest Payments									
							A.C. Board									
							Other Payments									
Collections—Interest																
Other Receipts							Balances									
							Cash									
							Bank									

.....
Secretary

Date.....

THE AGRICULTURAL LOAN SOCIETIES REGULATIONS, 1961

Form D, contd.

	Previous Month		Present Month	
	\$	c	\$	c
1. Membership				
2. Shares Issued				
\$2.00				
\$10.00				
3. Shares Paid up				
\$2.00				
\$10.00				
4. Loans outstanding				
5. Arrears—Loans				
6. Arrears—Interest				
7. Accounts—Committee Members				
(i) Arrears—Loans				
(ii) Arrears—Interest				
8. Agricultural Credit Board				
(i) Amount owing to the Board				
(ii) Arrears—Loan Instalments				
(iii) Arrears—Interest				

.....
Secretary

Date.....

Form E (Regulation 26)

CHARGE

(under section 27 of the Agricultural Credit Board Act)

THIS CHARGE is made the.....day of.....
19..... BETWEEN.....of
(occupation)
.....of the parish of.....
(hereinafter called "the Borrower") of the ONE PART and.....
.....of
in the parish of.....(hereinafter called "the Lenders")
of the OTHER PART:

WHEREAS the Borrower has applied to the Lenders for a loan of
.....which the Lenders have agreed to make to

the Borrower in the instalments and for the purposes set out in the FIRST SCHEDULE hereto upon having the repayment thereof secured in manner hereinafter appearing: First Schedule.

NOW THIS INSTRUMENT WITNESSETH THAT in consideration of the sum of(hereinafter called "the said principal sum") to be lent as aforesaid to the Borrower by the Lenders:—

(1) The Borrower hereby COVENANTS with the Lenders as follows:

(a) (i) To pay to the Lenders at.....Or at such other place as the Lenders may direct the said principal sum of.....in the manner set out in the SECOND SCHEDULE hereto and in the meantime and so long as the said principal sum or any part thereof shall remain unpaid to pay to the Lenders at the place aforesaid interest on the said principal sum or so much thereof as shall for the time being remain unpaid computed as from the.....day of.....19.....at the rate of twelve dollars *per centum* per annum by quarterly payments on the first day of each of the months of January, April, July and October in each and every year, the first of such payments to be made on the.....day of.....19..... Second Schedule

(ii) To pay to the Lenders on demand all costs charges and expenses incurred by them in the collection of any arrearages which may at any time be outstanding on the account of the Borrower or for the protection or enforcement of their rights or interests hereunder:

PROVIDED THAT if the Borrower fails to pay to the Lenders any money owing under this Charge within thirty days after payment thereof becomes due this security shall become immediately enforceable.

(b) To deliver to the Lenders within 14 days after a written request therefor by the Lenders, a full and accurate statement of all dealings up to the date thereof with the property subject to this Charge and of the progeny, if any, of any livestock so subject and of any replacements of plant or other matters relating to the property hereby charged as the Lenders may reasonably require.

(c) That until he receives notice in writing to the contrary from the Lenders the Borrower shall deal with and dispose of the crops and produce in the manner specified in the THIRD SCHEDULE. Third Schedule.

(2) The Borrower hereby CHARGES the *crops and movable property* particulars whereof are set forth in the FOURTH SCHEDULE and including in the case of livestock any progeny thereof which may be born after the date hereof and in the case of agricultural plant any plant which may whilst this Charge is in force be substituted for the plant specified in the said Schedule with the payment to the Lenders of the said principal sum together with interest at the rate aforesaid and all other moneys hereby secured. Fourth Schedule.

(3) AND IT IS HEREBY AGREED AND DECLARED as follows:

(a) That this Charge is subject to the rights and obligations conferred or imposed by the Agricultural Credit Board Act and also to the Special Conditions of Loan set out in the FIFTH SCHEDULE. Fifth Schedule.

(b) That the Powers of Sale and all ancillary powers conferred upon Lenders by the said Act shall be exercisable by the Lenders without any notice to or demand on or consent by the Borrower NOT ONLY on the happening of the events mentioned in the said Act BUT ALSO whenever there shall be any other breach or non-observance of any of the covenants or conditions herein contained or implied AND that immediately on the happening of any of the events aforesaid the principal sum and all other moneys intended to be hereby secured shall become due and payable and such moneys shall be

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recoverable by suit or otherwise as and for moneys then due and payable by the Borrower to the Lenders under the covenants herein contained and shall so remain until full payment thereof.

- (c) All notices shall be well and sufficiently served on the Borrower by being sent by post addressed to.....
.....P.O.

Delete words in italics where inapplicable.

FIRST SCHEDULE

Loan Instalments

SECOND SCHEDULE

Repayment Instalments

THIRD SCHEDULE

As to Disposal of Crops and Produce

FOURTH SCHEDULE

The following *crops and movable property* growing on or situated at ALL THE..... parcel of land known as..... situated at.....in the parish of..... (and registered/recorded at.....Folio.....)

FIFTH SCHEDULE

Special Conditions of Loan

THE BORROWER—

- (a) Shall expend the instalments of the principal sum as and when received exclusively for the purposes for which the loan has been granted as set out in the FIRST SCHEDULE of this Charge and to the satisfaction of the Ministry of Agriculture.
- (b) Shall produce at such intervals as may be required by the Lenders or any person thereunto authorized in writing by the Lenders an account showing the manner in which the loan was expended and such account shall be verified on oath or in such other manner as may be required by the Lenders or by such person.
- (c) Shall insure and keep insured in the name of the Lenders with a company to be approved of by the Lenders in such sum and against such risks as the Lenders shall require all property from time to time subject to this Charge.
- (d) Shall maintain the cultivation of any crop subject to this Charge in good and husbandlike manner.
- (e) Shall keep in good and substantial repair all movable property subject to this Charge.
- (f) Shall permit the Lenders or any person authorized in writing for the purpose by the Lenders to inspect from time to time the crops or property subject to the Charge.
- (g) Shall not remove, dismantle, or in any way alter any property subject to the Charge without the prior consent in writing of the Lenders.

If the Borrower fails to discharge any of the obligations imposed upon him by the Agricultural Credit Board Act or by this Charge no instalment not yet paid by the Lenders shall be payable and the provisions of paragraph 3 of this Charge shall become enforceable by the Lenders.

SIGNED by the said

.....
in the presence of:

.....
Justice of the Peace

RECEIPT

Received from the.....
the sum of.....being the first
instalment on account of the loan of.....

.....
Date

.....
Signature of Borrower

Form F

(Regulation 27)

THE AGRICULTURAL CREDIT BOARD ACT

*MEMORANDUM to the Deputy Keeper of the Records in respect of
a CHARGE (on Crops and/or movable property created
under section 27)*

(Section 28)

Name and address of Borrower:

.....
P.O.

Name and address of Lenders:

.....
P.O.

Date of Charge:

Consideration:

Description of the crops and/or
movable property charged:

(Where crops
are growing
on land
under the
Registration
of Titles
Act, state
Volume and
Folio).

Dated this.....day of.....19.....

.....
Signature of Borrower

.....
Signature of Witness

NOTE: Where the Charge affects crops growing on land which is under the Registration of Titles Act a copy of this Memorandum should also be transmitted to the Registrar of Titles in order that a Caveat may be lodged against the title to the land.

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Form G

(Regulation 28)

THE AGRICULTURAL CREDIT BOARD ACT

MEMORANDUM to the Deputy Keeper of the Records in respect of
a MORTGAGE (of land not under the Registration of Titles Act)
(Section 28)

Name and address of Mortgagor:P.O.
Name and address of Mortgagor:P.O.
Name and address of Mortgagees:P.O.
Date of Mortgage:
Consideration:
Description of premises: ALL TH.....
Dated this.....day of.....19.....
.....
Signature of Mortgagor
.....
Signature of Mortgagor
.....
Signature of Witness

Form H

(Regulation 29)

THE AGRICULTURAL CREDIT BOARD ACT

Release

(Section 33)

The.....
of.....P.O.
hereby acknowledge the receipt from.....
of.....P.O. of all amounts owing in respect
of a loan of.....secured by a *Mortgage/Charge*
dated.....and HEREBY RELEASE from the said
Mortgage/Charge the land crops (growing on lands registered at Volume
.....Folio.....and movable property described in the Memorandum
dated.....to the Deputy Keeper of the
Records.

(Seal)

.....
Secretary of.....
Date

- NOTE: (a) Delete words in italics which are inapplicable.
(b) Where this Release relates to a Memorandum a copy of which was transmitted to the Registrar of Titles, a copy thereof should be transmitted to the Registrar of Titles in order that the caveat lodged against the title to the land may be removed.