

Statutory Instrument No. 35 of 1967.

THE AGRICULTURAL CHARGES ACT, 1967

THE AGRICULTURAL CHARGES (FORMS) REGULATIONS, 1967

In exercise of the powers vested in him by section 17 of the Agricultural Charges Act, 1967 (Act No. 2 of 1967) the Minister of Finance hereby makes the following regulations —

Title

1. These regulations may be cited as the Agricultural Charges (Forms) Regulations, 1967.

Interpretation

2. In these regulations —

“Form” means form prescribed in the Schedule.

Prescribed Forms

3. For the purposes of the Act —

(a) a certificate of indebtedness shall be in Form 1;

(b) notice in accordance with the provisions of section 7(5) of the Act shall be in Form 2;

(c) notice in accordance with the provisions of section 8(1) of the Act shall be in Form 3.

SCHEDULE

(Section 3)

Provided that if the "FARMER" fails to carry out any terms of the agreement in full capital and interest shall forthwith fall due.

*5. It is further certified and acknowledged that in terms of the said agreement the terms of section 11 of the Act apply to said agreement and in terms of the said agreement the following assets of the farmer are subject to hypothecation to the "BANK" in terms of the said section.

*6. That in terms of the said agreement, the following agricultural produce..... may only be sold by the "FARMER" to any of the following buyers —

NAME	ADDRESS

*7. In terms of the said agreement the "BANK" has the right under section 14 of the Act to take possession of (being movable assets of the "FARMER") and realise them in accordance with the provisions of that section.

SIGNED AND CERTIFIED AS CORRECT IN ACCORDANCE WITH THE AGRICULTURAL CHARGES ACT, 1967.

Dated and Executed by the "BANK"

At on the

Witnesses

1.
.....
BANK

2.

SIGNED AND CERTIFIED AS CORRECT IN ACCORDANCE WITH THE AGRICULTURAL CHARGES ACT, 1967.

Dated and Executed by the "FARMER"

At on the

Witnesses

1.
.....
FARMER

2.

* Delete if inapplicable.

FORM 2

THE AGRICULTURAL CHARGES ACT, 1967

**NOTICE BY THE NATIONAL DEVELOPMENT BANK TO A BUYER IN
TERMS OF SECTION 7(5)**

TO:

THE REGISTRAR OF DEEDS,

AND TO:

(hereinafter referred to as "the Buyer")
TAKE NOTICE THAT WHEREAS

(hereinafter referred to as the "FARMER") has entered into an Agreement with the

NATIONAL DEVELOPMENT BANK OF BOTSWANA

(hereinafter referred to as the "BANK") in terms of which Agreement the "FARMER" is indebted to the "BANK" in certain sums of money and whereas the "FARMER" has

hypothecated
to the "BANK" in accordance with the provisions of the Agricultural Charges Act, 1967:

AND WHEREAS in terms of the Agreement the "FARMER" is restricted to selling his said livestock and or agricultural produce to certain nominated Buyers:

AND WHEREAS the "FARMER" has applied to the "BANK" for authorisation to sell his agricultural produce to or through you the Buyer and whereas the "BANK" has agreed thereto:

NOW THEREFORE take notice that the "BANK" determines in terms of section 7(5) of the Agricultural Charges Act, 1967, that you are a Buyer to whom or through whom the said "FARMER" is authorised to sell his said agricultural produce and or livestock.

DATED at GABERONES this day of 19

.....
MANAGER
NATIONAL DEVELOPMENT BANK

FORM 3

THE AGRICULTURAL CHARGES ACT, 1967

NOTICE BY THE NATIONAL DEVELOPMENT BANK TO
A BUYER IN TERMS OF SECTION 8(1)

TO:

(hereinafter referred to as "the Buyer")
TAKE NOTICE THAT WHEREAS

.....
(hereinafter referred to as the "FARMER") has entered into an Agreement with the

NATIONAL DEVELOPMENT BANK OF BOTSWANA

(hereinafter referred to as the "BANK") in terms of which Agreement, the "FARMER" is indebted to the "BANK" in certain sums of money and in terms of which Agreement the "FARMER" has hypothecated

.....
in favour of the "BANK" in terms of the Agricultural Charges Act, 1967, and whereas the "BANK" has registered a Certificate of Indebtedness in terms of the said Act against the name of the "FARMER", in the office of the Registrar of Deeds:

AND WHEREAS you the Buyer have been specified as a Buyer in terms of the said Act to whom or through whom the "FARMER" may sell his livestock and or agricultural produce as defined in the said Act;

AND WHEREAS the "FARMER" is still indebted to the "BANK" which debt has not been paid in terms of the Agreement entered into between the "FARMER" and the "BANK";

NOW THEREFORE notice is hereby served on you the Buyer notifying you that moneys are owing to the "BANK" by the "FARMER" and that the "BANK" invokes the provisions of section 8 of the Act and that in terms of subsection (2) of section 8 you are hereby required, subject to the provisions of that section, to pay to the "BANK" any moneys owing by you to the "FARMER" by reason of the sale of

.....
which may from time to time hereafter be owing by you to the "FARMER" by reason of the sale of

up to an amount of/ until the "BANK" notifies you in accordance with the provisions of section 8(3) of the Act that the debt owing by the "FARMER" is satisfied or that it no longer wishes to enforce its rights under the Act*.

DATED at GABERONES this day of 19

.....
MANAGER
NATIONAL DEVELOPMENT BANK

*Delete whatever is inapplicable.

Ministry of Finance,
GABERONES.
19th July, 1967.

A.J. BEEBY,
Financial Secretary.