

CANE PLANTERS AND MILLERS ARBITRATION AND CONTROL BOARD ACT

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PART I—PRELIMINARY

1 Short title

This Act may be cited as the Cane Planters and Millers Arbitration and Control Board Act.

2 Interpretation

In this Act—

“Board” means the Cane Planters and Millers Arbitration and Control Board;

“cane” means sugar cane;

“Consolidated Fund” means the Consolidated Fund established under section 103 of the Constitution;

“contract” means a contract entered into in accordance with Part V;

“cooperative credit society” means a cooperative credit society registered under the Cooperative Societies Act;

“crop year” means the period beginning on 16 January of any year and ending on 15 January of the following year;

“factory” means sugar factory;

- "factory area" means the area assigned by the Board to a factory;
- "General Manager" means the person appointed to that office under section 12;
- "member" means a member of the Board and includes the Chairman;
- "middleman" means a person who supplies canes to a miller on behalf of a planter;
- "middleman's permit" means a permit issued by the Board authorising a person to carry on business as middleman;
- "miller" means any person, or group of persons, operating a factory and includes any person acting as manager for that person or group of persons;
- "Minister" means the Minister to whom responsibility for the subject of agriculture is assigned;
- "planter" means any person, or group of persons, growing canes in a factory area and includes any person acting as manager for that person or group of persons;
- "ton" means metric ton.

PART II—CANE PLANTERS AND MILLERS ARBITRATION AND CONTROL BOARD

3 Establishment of the Board

The Cane Planters and Millers Arbitration and Control Board shall be deemed to be established under this Act.

4 Composition of the Board

- (1) The Board shall consist of—
- (a) a Chairman;
 - (b) a representative of the Minister of Agriculture and Natural Resources and the Environment;
 - (c) one independent member;
 - (d) 2 representatives of millers;
 - (e) one representative of planters cultivating canes on 30 arpents or more of land;
 - (f) one representative of planters cultivating canes on less than 30 arpents of land;
 - (g) one representative of cane planters who are members of cooperative credit societies.
- (2) The members shall be appointed by the Minister for such term as he may determine and shall be eligible for re-appointment.
- (3) The Board may, with the approval of the Minister, co-opt any person to be a member.
- (4) No member shall be deemed to hold a public office by virtue of his appointment.

5 Committees

The Board may, with the approval of the Minister, appoint such committees, for such purposes, and composed in such manner, as it may determine, to enable it to effectively discharge its functions under this Act.

6 Functions of the Board

The functions of the Board shall be—

- (a) to arbitrate disputes between planters, millers and middlemen;
- (b) to control the milling of canes and the manufacture of sugar;
- (c) to determine the quantity of sugar and by products of sugar accruing to planters and millers; and
- (d) to do all such other things as may be necessary for the implementation of this Act.

7 Powers of the Board

- (1) Subject to this Act, the Board may carry on all such activities as may appear to the Board to be requisite, advantageous or convenient in the discharge of its functions.
- (2) Without prejudice to subsection (1), the Board may—
- (a) summon witnesses and examine them on oath;
 - (b) enter or authorise any officer to enter—

- (i) any premises other than a private dwelling used in connection with the milling of canes or the manufacture of sugar; or
- (ii) on any land used for the cultivation of canes;
- (c) order the production of any document believed to contain any matter relating to the milling of canes or the manufacture of sugar which the Board may wish to inspect;
- (d) undertake, or cause to be undertaken by an officer authorised for the purpose, any operation, test or experiment which the Board thinks necessary;
- (e) require a planter or miller to undertake or to cause his employees or to allow an officer authorised by the Board to undertake on his land or business premises any operation, test or experiment which the Board thinks necessary;
- (f) make an order for the payment of the cost of any operation, test or experiment required to be undertaken by the Board;
- (g) use or cause to be used for the purposes of any operation, test or experiment any implement, plant, laboratory, machinery or apparatus belonging to a planter or miller.

8 Remuneration of members

Every member shall be paid such remuneration and allowances as the Minister may determine.

9 Resignation and removal of members

- (1) Any member may resign his office upon giving notice to the Minister.
- (2) The Minister may remove from office any member who—
 - (a) has been absent from 3 consecutive meetings of the Board without special leave from the Board;
 - (b) has become insolvent, or has assigned his estate for the benefit of his creditors or has made a composition with his creditors;
 - (c) has been guilty of any misconduct, default or breach of trust in the discharge of his duties or otherwise which, in the opinion of the Minister, renders him unfit to be a member;
 - (d) has been convicted of an offence of such nature as, in the opinion of the Minister, renders it desirable that he should be removed from office; or
 - (e) is suffering from such mental or physical infirmity as, in the opinion of the Minister, renders him unfit to discharge his duties as a member.

10 Meetings of the Board

- (1) The Board shall meet at such time and place as the Chairman may decide.
- (2) All acts, matters or things authorised or required to be done by the Board shall be decided by a simple majority.
- (3) The Chairman shall preside at all meetings of the Board and, in his absence, the members present shall elect from among themselves a member to preside at that meeting, and the member so elected shall, in relation to that meeting, exercise the functions and have all the powers of the Chairman.
- (4) No member shall take part in any proceedings at a meeting of the Board if, in the opinion of the Chairman, he has a personal or direct interest in any matter referred to that meeting of the Board.
- (5) Five members shall constitute a quorum.
- (6) At a meeting of the Board each member, other than a co-opted member, shall have one vote on the matter in question and, in the event of an equality of votes, the Chairman shall have a casting vote.
- (7) Subject to this Act, the Board shall regulate its meetings in such manner as it thinks fit.

11 Attendance of experts

Any proceedings before the Board may be assisted by counsel or technical experts.

PART III—STAFF OF THE BOARD**12 Officers of the Board**

(1) There shall be appointed for the purposes of this Act a General Manager and such other officers as may be necessary to enable the Board to discharge its functions under this Act.

(2) The officers of the Board shall be public officers.

(3) The General Manager shall be responsible for the execution of the policy of the Board and for the control and management of its day to day business.

(4) In the exercise of his functions the General Manager shall act in accordance with such directions as he may receive from the Board.

(5) The General Manager may, with the approval of the Board, delegate any of his functions to such officers as he may determine.

13 Delegation to General Manager

Subject to such general or specific instructions and rules of a general nature as may be given or made by the Board, the Board may delegate to the General Manager such of its powers under this Act as may be necessary to enable him to transact effectively the day to day business of the Board.

PART IV—FACTORY AREAS**14 Boundaries of factory areas**

The boundaries of a factory area determined before the commencement of this Act shall, for the purposes of this Part, be the boundaries of that factory area.

15 Variation of boundaries of factory areas

(1) The Board may at any time, or on the application of any interested party, vary the boundaries of any factory area.

(2) An application by an interested party for the variation of the boundaries of a factory area—

(a) shall be made to the Board before 31 January of the crop year for which the application is made;

(b) shall specify all new facts, changes or alterations in conditions previously existing; and

(c) shall not be based exclusively on the higher efficiency of any other factory.

(3) Where the Board varies the boundaries of a factory area, it shall cause notice of its decision, setting out the particulars of the variation, to be published in the *Gazette*.

16 Saving as regards existing contracts

No variation of the boundaries of a factory area shall affect the validity of any contract entered into before the variation is made.

17 Delivery of canes to factories

(1) Subject to subsection (2), no person shall, without the permission of the Board—

(a) knowingly deliver canes to a factory outside; or

(b) refuse to deliver canes to the factory in,
the factory area in which they were grown.

(2) A planter may retain so much of his canes as he requires for purposes of planting.

18 Receipt and milling of canes at factories

No miller shall, without the permission of the Board—

(a) knowingly receive or mill canes grown outside his factory area;

(b) refuse to receive and mill canes grown within his factory area.

PART V—CANE CONTRACTS**19 Contract by supplier of canes**

(1) Every planter shall enter into a contract with a miller or, if he consigns his canes to a middleman, with a middleman.

(2) Every middleman shall enter into a contract with every planter from whom he receives canes and with every miller to whom he supplies canes.

(3) Every cooperative credit society formed by planters shall enter into a contract with every miller to whom it supplies canes on behalf of its members.

20 Miller to enter into contract

Where a planter, middleman or cooperative credit society wishes to enter into a contract with a miller under section 19, the miller shall enter into the contract.

21 Provisions relating to contracts

- (1) Every contract entered into by—
 - (a) a planter with a miller;
 - (b) a planter with a middleman;
 - (c) a middleman with a miller;
 - (d) a co-operative credit society with a miller,
 shall be in the appropriate form set out in the Schedule.
- (2) Every contract shall—
 - (a) subject to paragraph (b), be drawn up in 3 originals and forwarded to the Board for registration;
 - (b) where a miller to whose factory the canes forming the subject matter of a contract are to be delivered has not been made a party to the contract, be drawn up in 4 originals, and, after registration with the Board, the additional original shall be forwarded to that miller.
- (3) The Board, after registering a contract, shall keep one original for record purposes and return the other originals to the parties.
- (4) Every planter shall, if required to do so by the Board, before the registration of the contract entered into by him, furnish to the Board particulars as to his registration under section 40 of the Sugar Insurance Fund Act.
- (5) Except with the permission of the Board—
 - (a) no contract shall be made for a period in excess of 5 years;
 - (b) no contract shall be entered into for any crop year after 31 May of that crop year;
 - (c) every contract entered into for any crop year shall be forwarded to the Board for registration not later than 15 June of that crop year;
 - (d) no contract shall be renewed before its expiry; and
 - (e) no derogation shall be made from the conditions specified in any form of contract set out in the Schedule.
- (6) Where, under the terms of any contract, money in the form of advances is lent at interest, the rate of interest charged shall—
 - (a) be specified in the contract; and
 - (b) not exceed the prevailing bank rate by more than 2 per cent.

PART VI—MILLING OF CANES AND MANUFACTURE OF SUGAR

22 Powers of the Minister

(1) The Minister may, in relation to the exercise by the Board of its functions under this Part, give such directions to the Board as he considers necessary and the Board shall comply with those directions.

(2) The Board shall afford to the Minister facilities for obtaining information with respect to its activities and shall furnish him with such returns as he may require.

23 Permit to operate factories

No miller shall operate a factory for the manufacture of sugar unless he has obtained a permit from the Board.

24 Closing down of factories

(1) No miller shall cease to operate a factory in respect of which he has obtained a permit under section 23—

- (a) unless he has, before the end of the preceding crop year, or within such extended period as the Minister may authorise, caused to be served on the Minister a notice of his intention to close down the factory and has obtained the Minister's authorisation; and

(b) until the conditions, if any, imposed by the Minister under subsection (5), have been complied with.

(2) On receipt of a notice under subsection (1), the Minister may authorise the temporary or permanent closing down of the factory—

(a) if satisfied that there are good grounds for doing so; or

(b) after appointing a board of enquiry to investigate and report to him on the proposed closing down of the factory.

(3) When reporting to the Minister under subsection (2), a board of enquiry shall give consideration to all the circumstances it considers proper, including the economical functioning of the sugar industry with due regard to the employment of labour and the disposal of canes in the factory area.

(4) The miller shall supply all the information which the Minister, or the board of enquiry, may require in connection with the proposed closing down of the factory.

(5) In authorising the closing down of a factory, either without reference to a board of enquiry or after considering the report of the board of enquiry, the Minister may impose such conditions as he thinks fit.

(6) Any person who contravenes subsection (1) or any conditions imposed by the Minister under subsection (5) shall commit an offence and shall, on conviction, be liable to imprisonment for a term not exceeding 12 months and to a fine not exceeding 100,000 rupees.

25 Middleman's permit

(1) No person shall carry on business as a middleman unless he has obtained a middleman's permit.

(2) No middleman's permit shall be issued unless the middleman furnishes such security, in such amount and in such manner, as the Chairman may determine.

(3) A middleman's permit shall be valid for the period beginning 1 June in any year and ending on 31 May of the following year.

26 Control of weighing machines

(1) The Board may require an officer, at such intervals as it may determine, to verify the accuracy of cane or sugar weighing machines wherever situated and the records kept by any person relating to the weighing of canes or sugar.

(2) Notwithstanding the Weights and Measures Act, the powers conferred and the duties imposed upon Inspectors of Weights and Measures shall not apply as respects cane or sugar weighing machines and the weighing of canes and sugar and those powers and duties shall be exercised or performed exclusively by such officers as the Board may appoint.

(3) In this section "weighing machine" includes the weights used in connection with a weighing machine.

27 Control of canes

(1) The Board may authorise an officer to determine whether canes delivered at any factory should or should not be milled.

(2) Any interested party who is aggrieved by a decision of an officer under subsection (1) may refer the matter to the Chairman for adjudication and the Chairman's decision in the matter shall be final.

28 Sucrose content tests

(1) The Board shall cause sucrose content tests to be carried out on the canes delivered at every factory in such manner as it may determine and may, in particular, for that purpose—

- (a) divide any factory area into as many regions as the Board may determine; or
- (b) group planters together.

(2) In assessing the sucrose content of any canes grown in any region of a factory area or by planters grouped in accordance with subsection (1)(b), the Board may base its assessment on the sucrose content of all canes grown in that region or by the group of planters, as the case may be.

(3) A planter may apply, on or before 30 April of any crop year, for a separate sucrose content test on his canes in that crop year but the Board may grant or refuse the application without giving any reasons for its decision, which shall be final.

29 Supervisory chemists

The Board may authorise a planter to appoint, at his own cost, a professional chemist or an agent to act as observer at the factory to which he delivers his canes at any time when his canes are being tested.

30 Facilities for testing and weighing

(1) Every miller shall provide at his factory a cane testing laboratory which shall be physically separated from other buildings and be capable of being locked.

(2) Every miller shall provide at his factory such instruments, scales or devices as may be required by the Board and, in particular, shall provide the following automatic scales and devices of a type approved by the Board—

- (a) cane weighing machines;
- (b) juice weighing scales and checking devices;
- (c) weighing scales for imbibition water;
- (d) weighing scales for scums;
- (e) weighing scales for molasses; and
- (f) weighing scales for sugar.

(3) Any officer may, at any time, verify the accuracy of any instrument, scale or device required to be provided under subsection (2) and the records kept in relation to the use of the instrument, scale or device.

(4) The methods of sampling, analysis and recording of figures to be applied at a factory shall be those approved by the Board.

(5) The Board may authorise an officer to verify the accuracy of any instrument, scale or device used in any sugar testing laboratory and the records kept in relation to any operation, test or experiment which is carried out in that laboratory.

PART VII—APPORTIONMENT OF SUGAR AND ITS BY PRODUCTS

31 Planter's entitlement

(1) Every planter shall be entitled to receive for his canes 76 per cent of the quantity of sugar which his canes, if delivered at the factory over the crop year, may normally be expected to yield according to—

- (a) the average efficiency of all factories; or
- (b) the efficiency of the factory where the canes have been milled, whichever is the higher.

(2) Every planter shall, in addition, be entitled to receive in respect of each ton of canes supplied to a factory in any crop year—

- (a) the average quantity of scums produced by the factory per ton of canes milled during the preceding crop year; and
- (b) 100 per cent of the molasses produced by the factory per ton of canes milled by the factory during that crop year.

(3) Where any bagasse produced at a factory in a crop year, other than bagasse used for the specific purpose of manufacturing sugar at that factory, is sold or otherwise transferred or is utilised in the production of any goods, every planter shall, in addition, be entitled to receive out of the value of the bagasse so sold, transferred or utilised, an amount equivalent to the fraction represented by the quantity of canes supplied by him over the quantity of canes milled at the factory in that crop year.

(4) The quantity of sugar, scums, molasses or bagasse to which a planter is entitled under this section shall be determined by the Board.

[Amended 39/85; 36/88]

32 Option to receive cash in lieu of molasses

Every planter may, at the time of entering into a contract, opt to receive the molasses which he is entitled wholly to keep or to share partly in kind and partly in cash.

33 Determination of value of molasses

(1) Subject to subsection (2), where a planter has, under section 32, opted to receive the molasses to which he is entitled wholly or partly in cash, the value of the molasses shall be determined by the Board as follows—

- (a) where the molasses are sold by the miller, on the average net sale price of the molasses;
- (b) where the molasses are not sold by the miller, on the fertilizer value of average Mauritius molasses; or
- (c) where any part of the molasses has been sold by the miller, on the weighted average of the average net sale price and fertilizer value mentioned in paragraphs (a) and (b).

(2) Where the Board is satisfied that—

- (a) the molasses accruing to planters could reasonably have been sold by the miller at any price above the fertilizer value thereof; or
- (b) the actual price obtained for the molasses by the miller is less than the price that could reasonably have been obtained,

the Board may determine the average net sale price which has been obtained for the molasses and the molasses shall be deemed to have been sold at that average net sale price.

34 Notice of determination under Part VII

The Board shall cause notice of any determination under this Part to be published in the *Gazette* and in 3 daily newspapers and the notice shall indicate whether the determination is provisional or final.

PART VIII—LOADING AND TRANSPORT OF CANES**35 Cost of loading**

The Board may determine annually the maximum rate which a miller who undertakes the loading of canes for a planter may claim from the planter for the loading of the canes.

36 Transport of canes

(1) Where the distance over which a planter's canes are transported to a factory is greater than 4 miles, the miller shall—

- (a) where the transport is undertaken by the planter, reimburse to the planter the amount by which the cost of the transport over that distance exceeds the cost of transport over 4 miles;
- (b) where the transport is undertaken by the miller, be refunded the cost of the transport over the first 4 miles only.

(2) For the purposes of subsection (1), the Board shall determine—

- (a) the distance over which a planter's canes have to be transported, having regard to the route which, in the opinion of the Board, is the most economical;
- (b) the rate at which the reimbursement or refund under subsection (1)(a) or (1)(b) is to be made.

37 Notice of determination under Part VIII

The Board shall cause notice of any determination under this Part to be published in the *Gazette* and in 3 daily newspapers and the notice shall indicate whether the determination is provisional or final.

PART IX—ARBITRATION OF DISPUTES AND APPEALS**38 Disputes to be referred to the Board**

(1) Where a dispute arises in relation to—

- (a) the boundaries of factory areas;
- (b) the loading or transport of planters' canes;
- (c) the determination of the quantity of sugar, scums and molasses accruing to planters;
- (d) the amount paid, or the basis or method of paying, for canes supplied by planters;
- (e) the weighing of canes; or
- (f) any similar or related matter,

any party to the dispute may refer it to the Board for arbitration.

- (2) The decision of the Board on any matter referred to it under subsection (1) shall—
- (a) be in writing;
 - (b) set out the reasons for the decision; and
 - (c) be communicated to every interested party.

39 Appeals against decisions under section 15

(1) Any interested party who is aggrieved by a decision of the Board under section 15 may, within 21 days of the date of the publication of a notice under section 15(3), appeal to the Board against the decision by forwarding to the Board a notice of appeal stating the grounds of appeal.

(2) Upon receipt of a notice of appeal under subsection (1), the Board shall notify the appellant in writing of the date fixed for the hearing of the appeal and shall also cause a notice to be published in the *Gazette* and in 3 daily newspapers informing interested parties of the appeal and of the date of the hearing.

(3) The appellant or any interested party may, on the date fixed for the hearing of an appeal under subsection (2), appear before the Board and show cause for or against the variation of the boundaries of the factory area.

(4) The Board may, after hearing the interested parties, confirm or vary its decision and shall cause a notice of the confirmation or variation of its decision to be published in the *Gazette*.

40 Appeals from Part VII or Part VIII

(1) Subject to subsection (4), any interested party who is aggrieved by a determination made by the Board under Part VII or Part VIII may, within 21 days of the date on which notice of the determination is last published, appeal to the Board against the determination by forwarding to the Board a notice of appeal stating the grounds of appeal.

(2) Upon receipt of a notice of appeal under subsection (1), the Board shall notify, in writing, any interested party of the date fixed for the hearing of the appeal.

(3) The Board shall, after hearing the interested parties, maintain or vary the original determination and shall notify, in writing, any interested party present at the hearing of its decision.

(4) No appeal shall be made in relation to a provisional determination by the Board.

41 Appeals to the Supreme Court

Any interested party who is aggrieved by a decision of the Board under section 38(2), 39(4) or 40(3) may appeal against the decision to the Supreme Court in such manner as may be provided by rules made by the Supreme Court.

PART X—MISCELLANEOUS

42 Special export duty on sugar

(1) There shall be levied a special export duty on the sugars of each crop to be exported from Mauritius for the purpose of meeting the total cost of the administration of the Board.

(2) The rate of duty shall be determined annually by the Minister after consultation with the Board and shall be notified by regulations.

(3) The duty leviable under subsection (1) shall be paid into the Consolidated Fund by the Mauritius Sugar Syndicate.

43 Expenses of the Board

The total cost of the administration of the Board shall be paid out of the Consolidated Fund.

44 Records to be kept and returns to be furnished

(1) Every miller and every middleman shall keep records of such kind and in such form as the Board may require.

(2) Where a miller is also a planter, the Board may require the miller to keep separate accounts of his planting and milling transactions.

(3) The Board may require any miller or middleman to produce the records kept by him for inspection or to furnish such information as it may require.

(4) The Board may require any association of planters or millers, the Mauritius Sugar Syndicate or any broker to whom sugar is consigned to produce such returns as the Board thinks fit.

(5) Any person who, on being required to furnish any return or information under this section, knowingly furnishes a false return or misleading information, shall commit an offence.

45 Shipping commission

No planter shall be required to pay shipping commission in excess of one half per cent in respect of the quantity of sugar which he is entitled to receive.

46 Validity of thumbprint or mark

Where a party to—

- (a) any contract; or
- (b) any writing witnessing the receipt of money paid in respect of—
 - (i) the supply of canes;
 - (ii) compensation payable in respect of canes or sugar; or
 - (iii) advances to a planter,

is unable to sign, the thumbprint or mark of that party, if attested by the signatures of 2 persons, shall have the same legal effect as if the party had signed his name.

47 Fees to witnesses

Every witness appearing on summons before the Board shall be paid such fee and allowance as is provided in the Witnesses Tariff Act.

48 Offences and penalties

(1) Any person who contravenes any provision of this Act or any regulations made under it, or of any contract shall commit an offence.

(2) Any person who fails to comply with any summons, order or requisition issued by the Board or gives false evidence or who impedes or prevents the Board or any member or officer from entering any land or premises, other than a private dwelling, or from exercising any of its or his powers shall commit an offence.

(3) Any person who commits an offence for which no penalty is provided shall, on conviction, be liable to a fine not exceeding 1,000 rupees.

(4) Where a person who commits an offence is a body corporate, every person who, at the time of the commission of the offence, was a director of the body corporate shall likewise commit that offence unless he proves that the offence was committed without his knowledge or that he exercised all due diligence to prevent the commission of the offence.

49 Regulations

(1) The Board may make such regulations as it thinks necessary for the purposes of this Act.

(2) Regulations made under subsection (1) may provide for the payment of fees and charges.

SCHEDULE

(section 21)

FORM OF CONTRACT BETWEEN A PLANTER AND A MILLER

AGREEMENT BETWEEN . . . residing at . . . hereinafter referred to as the "planter"

AND

. . . represented by . . . duly authorised to sign this Agreement, hereinafter referred to as the "miller".

It is agreed as follows—

1 The planter who is registered with the Sugar Insurance Fund Board under No. . . . undertakes to deliver and the miller undertakes to mill during the crop year/s . . . all the canes which the planter will cultivate on . . . portion/s of land of an aggregate area of . . . situate at . . . and yielding approximately . . . tons of canes per crop year.

2 The canes shall be delivered at . . . and shall be weighed at the expense of the miller. The planter or any person authorised by him shall be entitled to be present at the time the canes are weighed. The miller shall issue or cause to be issued in respect of any consignment of canes which is weighed, a receipt in such form as the Board may approve and the weight recorded on the receipt shall be binding on the planter and the miller unless at the time of the issue of the receipt objection is taken by the parties as to the weight recorded. Where any objection which is taken is not settled by the parties, they agree to refer the objection to an officer of the Board for adjudication.

3 Where the loading and transport of the canes are undertaken by the miller, the planter undertakes to pay to the miller the cost of the loading and the transport of the canes at such rate as may be determined by the Board in accordance with the Act.

4 The date, time and rate of delivery of the canes shall be determined by the parties who agree that, in the event of any dispute, it shall be referred to the Board for adjudication.

5 The miller shall be entitled to decline to accept any variety of canes which is prohibited by law.

6 (1) In the event of any stoppage of the factory, the miller undertakes—

(a) to give notice of the stoppage to the planter; and

(b) to take delivery of such quantity of the canes already cut as does not exceed the daily supply.

(2) On receipt of a notice under subparagraph (1), the planter undertakes to cease cutting his canes until he receives notice from the miller or his authorised representative to resume the cutting.

7 All burnt, immature, petite saison and virgin canes shall be accepted and milled by the miller provided a separate sucrose content test on those canes is authorised by the Board.

8 The planter shall be entitled to receive, in respect of canes delivered by him, the entitlement provided in Part VII of the Act.

9 Every week the miller shall make a provisional settlement in sugar or cash for canes supplied by the planter during the preceding week on the basis of the quantity of sugar to which the planter is entitled in accordance with the current provisional determination made by the Board in respect of the crop year during which the canes have been delivered. Where, however, the Board has not made a provisional determination in respect of that crop year, the settlement shall be made on the basis of the first provisional determination made by the Board in respect of the preceding crop year. Any dispute under this paragraph shall be referred to the Board for adjudication and where the provisional settlement is revised by the Board, the provisional settlement shall be made retrospectively on the revised basis.

10 (1) Where the Board has made a final determination in respect of the quantity of sugar to which a planter is entitled and the quantity of sugar which the planter has received is less than the amount determined by the Board, the miller shall make a settlement in respect of the difference not later than 15 days from the date on which the Board has given notice of the final determination.

(2) Where the quantity of sugar which the planter has received is in excess of the quantity to which he is entitled, the planter authorises the miller to request the Mauritius Sugar Syndicate to make a payment on his behalf in respect of the excess and the planter further agrees that the Mauritius Sugar Syndicate will not incur any liability for any such payment.

11 The miller undertakes to deliver the sugar to which the planter is entitled at the Bulk Sugar Terminal in Port Louis or at such other place as the Board may approve.

*12 The planter opts to receive the whole amount of molasses to which he is entitled in cash.

13 The planter shall be authorised to take delivery of the scums to which he is entitled within 15 days of the delivery of the canes to the miller, but the planter shall not be compelled to remove the scums before the amount to be removed represents either a full cart load or a full lorry load depending on the means of transport used. However, if the miller requests, in writing, the planter to take delivery of a full cart load or a full lorry load of the scums and the planter fails to do so within 30 days of the date on which he received the notice, the miller may dispose of the scums by sale or otherwise for the account of the planter. In the event of any dispute arising in respect of the price obtained for the sale of the scums, the parties agree to refer the matter to the Board for adjudication.

14 Where the miller has made advances to the planter, he shall be entitled to deduct the amount advanced from any money accruing to the planter, together with interest at . . . per cent per annum on the amount advanced.

15 Subject to paragraph 14, if the miller receives any amount of money for the account of the planter, he shall pay over that amount to the planter within 15 days of its receipt.

16 The planter shall be authorised to take delivery of the scums to which he is entitled within 15 days of the delivery of the canes to the miller, but the planter shall not be compelled to remove the scums before the amount to be removed represents either a full cart load or a full lorry load depending on the means of transport used. However, if the miller requests, in writing, the planter to take delivery of a full cart load or a full lorry load of the scums and the planter fails to do so within 30 days of the date on which he received the notice, the miller may dispose of the scums by sale or otherwise for the account of the planter. In the event of any dispute arising in respect of the price obtained for the sale of the scums, the parties agree to refer the matter to the Board for adjudication.

* Delete or amend as appropriate.

16 In this agreement—

“Act” means the Cane Planters and Millers Arbitration and Control Board Act;

“Board” means the Cane Planters and Millers Arbitration and Control Board.

Made in 3 originals at ... on ... 19...

.....
Miller

.....
Planter

FORM OF CONTRACT BETWEEN A PLANTER AND A MIDDLEMAN
AGREEMENT BETWEEN ... residing at ... herinafter referred to as the “planter”
AND

... residing at ... herinafter referred to as the “middleman”.

It is agreed as follows—

1 The planter who is registered with the Sugar Insurance Fund Board under No. ... undertakes to deliver to and the middleman undertakes to cause to be milled by ... herinafter referred to as “the miller” during the crop year/s ... all the canes which the planter will cultivate on ... portion/s of land of an aggregate area of ... situate at ... and yielding approximately ... tons of canes per crop year.

2 The canes shall be delivered at ... and shall be weighed at the expense of the miller pursuant to an agreement which the middleman and the miller are bound to enter under the Act. The parties or any person authorised by them shall be entitled to be present at the time the canes are weighed. The miller shall, pursuant to the agreement which he is required to enter with the middleman, issue or cause to be issued in respect of any consignment of canes which is weighed, a receipt in such form as the Board may approve and the weight recorded on the receipt shall be binding unless at the time of the issue of the receipt objection is taken as to the weight recorded. In the event any objection which is taken is not settled, it shall be referred to an officer of the Board for adjudication.

3 Where the loading and transport of the canes are undertaken by the miller, the planter undertakes to pay to the miller the cost of the loading and the transport of the canes at such rate as may be determined by the Board in accordance with the Act.

4 The date, time and rate of delivery of the canes by the planter to the miller shall be determined with the agreement of the miller and, in the event of any dispute, it shall be referred to the Board for adjudication.

5 The planter undertakes not to deliver any variety of canes which is prohibited by law.

6 (1) In the event of any stoppage of the factory, the middleman undertakes—

(a) to give notice of the stoppage to the planter; and

(b) to take delivery of such quantity of the canes already cut as does not exceed the daily supply.

(2) On receipt of a notice under subparagraph (1), the planter undertakes to cease cutting his canes until he receives notice from the middleman or his authorised representative to resume the cutting.

7 All burnt, immature, petite saison and virgin canes shall be accepted by the middleman and the middleman shall cause those canes to be milled by the miller provided a separate sucrose content test on those canes is authorised by the Board.

8 The planter shall be entitled to receive, in respect of canes delivered by him, the entitlement provided in Part VII of the Act.

9 The middleman shall make a provisional settlement in cash for canes supplied by the planter in any week not later than 15 days after the end of that week on the basis of the quantity of sugar to which the planter is entitled in accordance with the current provisional determination made by the Board in respect of the crop year during which the canes have been delivered. Where, however, the Board has not made a provisional determination in respect of that crop year, the settlement shall be made on the basis of the first provisional determination made by the Board in respect of the preceding crop year. Any dispute under this paragraph shall be referred to the Board for adjudication and where the provisional settlement is revised by the Board, the provisional settlement shall be made retrospectively on the revised basis.

10 (1) Where the Board has made a final determination in respect of the quantity of sugar to which a planter is entitled and the quantity of sugar allocated in relation to the planter is less than the amount determined by the Board, the middleman shall make a settlement in respect of the difference not later than 21 days from the date on which the Board has given notice of the final determination.

(2) Where the quantity of sugar which has been allocated in relation to the planter is in excess of the quantity to which he is entitled, the planter authorises the middleman to request the Mauritius

Sugar Syndicate to make a payment on his behalf in respect of the excess and the planter further agrees that the Mauritius Sugar Syndicate will not incur any liability for any such payment.

11 The miller undertakes to deliver the sugar allocated to the planter at the Bulk Sugar Terminal in Port Louis or at such other place as the Board may approve.

*12 The planter opts to receive the whole amount of molasses to which he is entitled in cash.

13 The planter shall be authorised to take delivery of the scums to which he is entitled within 15 days of the delivery of the canes to the miller, but the planter shall not be compelled to remove the scums before the amount to be removed represents either a full cart load or a full lorry load depending on the means of transport used. However, if on being requested, by notice in writing, to take delivery of a full cart load or a full lorry load of scums, the planter fails to do so within 30 days of the date on which he received the notice, the scums may be disposed of by sale or otherwise for the account of the planter. In the event any dispute arises in respect of the price obtained for the sale of the scums, the parties agree to refer the matter to the Board for adjudication.

14 (1) Where the middleman has made advances to the planter, he shall be entitled to deduct the amount advanced from any money accruing to the planter, together with interest at . . . per cent per annum on the amount advanced.

(2) The middleman shall receive as remuneration 2 kilos of sugar from the quantity of sugar which the planter is entitled to receive per ton of canes supplied by him.

15 Subject to paragraph 14, where the middleman receives any amount of money for the account of the planter, he shall pay over that amount within 15 days of its receipt.

16 In this agreement—

"Act" means the Cane Planters and Millers Arbitration and Control Board Act;

"Board" means the Cane Planters and Millers Arbitration and Control Board.

Made in 4 originals, this . . . day of . . . , 19. . .

.....
Middleman

.....
Planter

*Delete or amend as appropriate.

FORM OF CONTRACT BETWEEN A MIDDLEMAN AND A MILLER

AGREEMENT BETWEEN . . . residing at . . . herinafter referred to as the "middleman"

AND

. . . represented by . . . duly authorised to sign this agreement, herinafter referred to as the "miller".

It is agreed as follows—

1 The middleman who is registered with the Sugar Insurance Fund Board under No . . . undertakes to deliver and the miller undertakes to mill during the crop year/s . . . , all the canes which the middleman's clients will cultivate on . . . portion/s of land of an aggregate area of . . . situate at . . . and yielding approximately . . . tons of canes per crop year.

2 The canes shall be delivered at . . . and shall be weighed at the expense of the miller. The middleman or any person authorised by him or the client concerned shall be entitled to be present at the time the canes are weighed. The miller shall issue or cause to be issued in respect of any consignment of canes which is weighed, a receipt in such form as the Board may approve and the weight recorded on the receipt shall be binding on the middleman and the client concerned, on the one hand, and the miller, on the other hand, unless at the time of the issue of the receipt objection is taken by the parties as to the weight recorded. In the event any objection which is taken is not settled by the parties, they agree to refer the objection to an officer of the Board for adjudication.

3 Where the loading and transport of the canes are undertaken by the miller, the middleman undertakes to pay to the miller the cost of the loading and the transport of the canes at such rate as may be determined by the Board in accordance with the Act.

4 The date, time and rate of delivery of the canes shall be determined by the parties who agree that, in the event of any dispute, it shall be referred to the Board for adjudication.

5 The miller shall be entitled to decline to accept any variety of canes which is prohibited by law.

6 (1) In the event of any stoppage of the factory, the miller undertakes—

(a) to give notice of the stoppage to the middleman or to his clients; and

(b) to take delivery of such quantity of the canes already cut as does not exceed the daily supply.

(2) On receipt of a notice under subparagraph (1), the middleman undertakes that his clients will cease cutting their canes until the miller or his authorised representative gives notice for the resumption of the cutting.

7 All burnt, immature, petite saison and virgin canes shall be accepted and milled by the miller provided a separate sucrose content test on those canes is authorised by the Board.

8 The middleman shall be entitled to receive, in respect of canes delivered by his clients and on their behalf, the entitlement provided in Part VII of the Act.

9 Every week the miller shall make a provisional settlement in sugar or cash for canes delivered by the middleman during the preceding week on the basis of the quantity of sugar to which his clients are entitled in accordance with the current provisional determination made by the Board in respect of the crop year during which the canes have been delivered. Where, however, the Board has not made a provisional determination in respect of that crop year, the settlement shall be made on the basis of the first provisional determination made by the Board in respect of the preceding crop year. Any dispute under this paragraph shall be referred to the Board for adjudication and, where the provisional settlement is revised by the Board, the provisional settlement shall be made retrospectively on the revised basis.

10 (1) Where the Board has made a final determination in respect of the quantity of sugar to which the middleman is entitled and the quantity of sugar which the middleman has received is less than the amount determined by the Board, the miller shall make a settlement in respect of the difference not later than 15 days from the date on which the Board has given notice of the final determination.

(2) Where the quantity of sugar which the middleman has received is in excess of the quantity to which he is entitled, the middleman authorises the miller to request the Mauritius Sugar Syndicate to make a payment on his behalf in respect of the excess and the middleman further agrees that the Mauritius Sugar Syndicate will not incur any liability for any such payment.

11 The miller undertakes to deliver the sugar to which the middleman is entitled at the Bulk Sugar Terminal in Port Louis or at such other place as the Board may approve.

*12 On behalf of his client, the middleman opts to receive the whole amount of molasses to which he is entitled in cash.

13 The middleman shall be authorised to take delivery of the scums to which he is entitled within 15 days of the delivery of the canes to the miller, but the middleman shall not be compelled to remove the scums before the amount to be removed represents either a full cart load or a full lorry load depending on the means of transport used. However, if the miller requests, in writing, the middleman to take delivery of a full cart load or a full lorry load of scums and the middleman fails to do so within 30 days of the date on which he received the notice, the miller may dispose of the scums by sale or otherwise for the account of the middleman. In the event any dispute arises in respect of the price obtained for the sale of the scums, the parties agree to refer the matter to the Board for adjudication.

14 Where the miller has made advances to the middleman, he shall be entitled to deduct the amount advanced from any money accruing to the middleman, together with interest at . . . per cent per annum on the amount advanced.

15 Subject to paragraph 14, where the miller receives any amount of money for the account of the middleman, he shall pay over that amount to the middleman within 15 days of its receipt.

16 In this agreement—

“Act” means the Cane Planters and Millers Arbitration and Control Board Act;

“Board” means the Cane Planters and Millers Arbitration and Control Board.

Made in 3 originals, this . . . day . . . of . . . 19. . .

.....
Miller

.....
Middleman

*Delete or amend as appropriate.

FORM OF CONTRACT BETWEEN A COOPERATIVE CREDIT SOCIETY AND A MILLER

AGREEMENT BETWEEN . . . represented by . . . duly authorised to sign this agreement, hereinafter referred to as the "Society"

AND

. . . represented by . . . duly authorised to sign this agreement, hereinafter referred to as the "miller".

It is agreed as follows—

1 The Society which is registered with the Sugar Insurance Fund Board under No. . . . undertakes to deliver and the miller undertakes to mill during the crop year/s . . . all the canes which the members of the Society will cultivate on . . . portion/s of land of an aggregate area of . . . situate at . . . and yielding approximately . . . tons of canes per crop year.

2 The canes shall be delivered at . . . and shall be weighed at the expense of the miller. The society or any person authorised by the Society shall be entitled to be present at the time the canes are weighed. The miller shall issue or cause to be issued in respect of any consignment of canes which is weighed, a receipt in such form as the Board may approve and the weight recorded on the receipt shall be binding on the Society and the miller unless, at the time of the issue of the receipt, objection is taken by the parties as to the weight recorded. In the event any objection which is taken is not settled by the parties, they agree to refer the objection to an officer of the Board for adjudication.

3 Where the loading and transport of the canes are undertaken by the miller, the Society undertakes to pay to the miller the cost of the loading and the transport of the canes at such rate as may be determined by the Board in accordance with the Act.

4 The date, time and rate of delivery of the canes shall be determined by the parties who agree that, in the event of any dispute, it shall be referred to the Board for adjudication.

5 The miller shall be entitled to decline to accept any variety of canes which is prohibited by law.

6 (1) In the event of any stoppage of the factory, the miller undertakes—

- (a) to give notice of the stoppage to the Society; and
- (b) to take delivery of such quantity of the canes already cut as does not exceed the daily supply.

(2) On receipt of a notice under subparagraph (1), the Society undertakes that its members will cease cutting their canes until the miller or his authorised representative gives notice for the resumption of the cutting.

7 All burnt, immature, petite saison and virgin canes shall be accepted and milled by the miller provided a separate sucrose content test on those canes is authorised by the Board.

8 The Society shall be entitled to receive, in respect of canes delivered by each of its members, and on its behalf, the entitlement provided in Part VII of the Act.

9 Every week the miller shall make a provisional settlement in sugar or cash for canes supplied by the Society during the preceding week on the basis of the quantity of sugar to which the Society is entitled in accordance with the current provisional determination made by the Board in respect of the crop year during which the canes have been delivered. Where, however, the Board has not made a provisional determination in respect of that crop year, the settlement shall be made on the basis of the first provisional determination made by the Board in respect of the preceding crop year. Any dispute under this paragraph shall be referred to the Board for adjudication and, where the provisional settlement is revised by the Board, the provisional settlement shall be made retrospectively on the revised basis.

10 (1) Where the Board has made a final determination in respect of the quantity of sugar to which the Society is entitled and the quantity of sugar which the Society has received is less than the amount determined by the Board, the miller shall make a settlement in respect of the difference not later than 15 days from the date on which the Board has given notice of the final determination.

(2) Where the quantity of sugar which the Society has received is in excess of the quantity to which he is entitled, the Society authorises the miller to request the Mauritius Sugar Syndicate to make a payment on its behalf in respect of the excess and the Society further agrees that the Mauritius Sugar Syndicate will not incur any liability for any such payment.

11 The miller undertakes to deliver the sugar to which the Society is entitled at the Bulk Sugar Terminal in Port Louis or at such other place as the Board may approve.

*12 On behalf of its members, the Society opts to receive the whole amount of molasses to which it is entitled in cash.

13 The Society shall be authorised to take delivery of the scums to which it is entitled within 15 days of the delivery of the canes to the miller, but the Society shall not be compelled to remove the scums before the amount to be removed represents either a full cart load or a full lorry load depending on the means of transport used. However, if the miller requests, in writing, the Society to take delivery

of a full cart load or a full lorry load of scums and the Society fails to do so within 30 days of the date on which it received the notice, the miller may dispose of the scums by sale or otherwise for the account of the society. In the event any dispute arises in respect of the price obtained for the sale of the scums, the parties agree to refer the matter to the Board for adjudication.

14 Where the miller has made advances to the Society, he shall be entitled to deduct the amount advanced from any money accruing to the Society, together with interest at . . . per cent per annum on the amount advanced.

15 Subject to paragraph 14, where the miller receives any amount of money for the account of the Society, he shall pay over that amount to the Society within 15 days of its receipt.

16 In this agreement—

“Act” means the Cane Planters and Millers Arbitration and Control Board Act;

“Board” means the Cane Planters and Millers Arbitration and Control Board.

Made in 3 originals at . . . this . . . day of . . . 19. . .

.....
Miller

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Co-operative Credit Society
