



REPUBLIC OF SOUTH AFRICA
GOVERNMENT GAZETTE

STAATSKOERANT
VAN DIE REPUBLIEK VAN SUID-AFRIKA

REGULATION GAZETTE No. 2786

PRICE 20c PRYS
OVERSEAS 30c OORSEE
POST FREE — POSVRY

REGULASIEKOERANT No. 2786

Registered at the Post Office as a Newspaper

As 'n Nuusblad by die Poskantoor Geregistreer

Vol. 166]

PRETORIA, 27 APRIL 1979

No. 6419

PROCLAMATION

*by the State President of the Republic of
South Africa*

No. R. 81, 1979

**COMING INTO OPERATION OF THE SUGAR
ACT, 1978 (ACT 9 OF 1978)**

Under the powers vested in me by section 12 of the Sugar Act, 1978 (Act 9 of 1978), I hereby declare that the said Act shall come into operation on 27 April 1979.

Given under my Hand and the Seal of the Republic of South Africa at Cape Town this Twenty-fifth day of April, One thousand Nine hundred and Seventy-nine.

B. J. VORSTER, State President.

By Order of the State President-in-Council:

J. C. HEUNIS.

GOVERNMENT NOTICES

DEPARTMENT OF INDUSTRIES

No. R. 858

27 April 1979

I, Jan Christiaan Heunis, Minister of Economic Affairs, hereby publish in terms of section 4 (1) of the Sugar Act, 1978 (Act 9 of 1978), the terms of the Sugar Industry Agreement, 1979, contained in the Schedule hereto, which I have determined under section 4 (1) of the said Act after consultation with the South African Sugar Association.

J. C. HEUNIS, Minister of Economic Affairs.

SCHEDULE

SUGAR INDUSTRY AGREEMENT, 1979

Interpretation

1. Any word or expression defined in the Act shall bear the meaning so assigned to it, and unless the context otherwise indicates—

“Act” means the Sugar Act, 1978, Act 9 of 1978;

“cane” means sugar cane;

“Central Board” means The Sugar Industry Central Board, established in terms of clause 3;

“Delville Estates” means Delville Estates Limited;

8108—A

PROKLAMASIE

*van die Staatspresident van die Republiek van
Suid-Afrika*

No. R. 81, 1979

**INWERKINGTREDING VAN DIE SUIKERWET,
1978 (WET 9 VAN 1978)**

Kragtens die bevoegdheid my verleen by artikel 12 van die Suikerwet, 1978 (Wet 9 van 1978), verklaar ek hierby dat genoemde Wet op 27 April 1979 in werking tree.

Gegee onder my Hand en die Seël van die Republiek van Suid-Afrika te Kaapstad, op hede die Vyf-en-twintigste dag van April Eenduisend Negehoenderd Nege-en-sewentig.

B. J. VORSTER, Staatspresident.

Op las van die Staatspresident-in-rade:

J. C. HEUNIS.

GOEWERMENSKENNISGEWINGS

**DEPARTEMENT VAN NYWERHEIDS-
WESE**

No. R. 858

27 April 1979

Ek, Jan Christiaan Heunis, Minister van Ekonomiese Sake, publiseer hierby kragtens artikel 4 (1) van die Suikerwet, 1978 (Wet 9 van 1978), die bepalings van die Suikernywerheidsooreenkoms, 1979, in die Bylae hiervan vervat, wat ek onder artikel 4 (1) van die genoemde Wet na oorleg met die Suid-Afrikaanse Suikervereniging vasgestel het.

J. C. HEUNIS, Minister van Ekonomiese Sake.

BYLAE

SUIKERNYWERHEIDOOREENKOMS, 1979

Woordbepaling

1. In hierdie Ooreenkoms het enige woord of uitdrukking wat in die Wet omskryf word, daardie betekenis, en tensy uit die samehang anders blyk, beteken—

“binnelandse mark” die Suid-Afrikaanse mark soos omskryf in klousule 52 (4);

“Delville Estates” Delville Estates Limited;

6419—1

"Entumeni" means Entumeni Sugar Milling Company (Proprietary) Limited;

"Gledhow" means Gledhow Sugar Company Limited;

"Glendale" means Glendale Sugar Millers (Proprietary) Limited;

"Growers' Association" means The South African Cane Growers' Association;

"Growers' Register" means the register referred to in clause 15 (3) (c);

"Hulett's" means Hulett's Corporation Limited;

"Hulsar" means Hulett's Refineries Limited;

"Illovo" means Illovo Sugar Estates Limited;

"local market" means the South African market as defined in clause 52 (4);

"mill" includes the owner of a mill;

"miller-cum-planter" means a miller who is also a quota grower registered in the Growers' Register, including any quota grower classified in the Growers' Register as a miller-cum-planter;

"Millers' Association" means The South African Sugar Millers' Association Limited;

"Natal Estates" means The Natal Estates Limited;

"Nkwaleni Growers" means the growers who are shown in the Nkwaleni Group in the Growers' Register;

"Noodsberg" means Noodsberg Sugar Company Limited;

"Pongola" means Pongola Sugar Milling Company Limited;

"Reynolds" means Reynolds Bros Limited;

"Smiths" means C. G. Smith Sugar Limited;

"Sugar Association" means The South African Sugar Association incorporated in terms of section 2 of the Act;

"Tongaat" means The Tongaat Group Limited;

"T.S.B." means Transvaalse Suikerkorporasie Beperk;

"Umfoloji" means Umfolozi Co-operative Sugar Planters Limited;

"Umzimkulu" means Umzimkulu Sugar Company Limited;

"Union Co-op." means The Union Co-operative Bark and Sugar Company Limited;

"year" means the period of 12 consecutive months commencing on 1 May in each calendar year;

"Zululand S.M." means Zululand Sugar Millers Limited.

Date of commencement

2. (1) This Agreement shall, in terms of section 4 (1) (c) of the Act come into operation on the date on which it is published by the Minister, and shall be subject to amendment by the Minister in terms of section 4 (1) (b) of the Act.

Application

(2) This Agreement shall, in terms of section 4 (1) (c) of the Act, upon coming into operation become binding upon every grower, miller and refiner.

CHAPTER 1 CENTRAL BOARD

Establishment

3. There shall be established a Board to be known as the Sugar Industry Central Board, hereinafter referred to as the "Central Board".

Membership

4. The Central Board shall consist of five members, namely, a Chairman, who shall have no financial interest in the Sugar Industry, and a Growers' and a Millers' representative (hereinafter in this Agreement

"Entumeni" Entumeni Sugar Milling Company (Proprietary) Limited;

"Gledhow" Gledhow Sugar Company Limited;

"Glendale" Glendale Sugar Millers (Proprietary) Limited;

"Hulett's" Hulett's Corporation Limited;

"Hulsar" Hulett's Refineries Limited;

"Illovo" Illovo Sugar Estates Limited;

"jaar" 'n tydperk van twaalf opeenvolgende maande wat op 1 Mei in elke kalenderjaar begin;

"Kwekersregister" die register genoem in klousule 15 (3) (c);

"Kwekersvereniging" die Suid-Afrikaanse Rietkwekersvereniging;

"meul" ook die eienaar van 'n meul;

"meulenaar-cum-planter" 'n meulenaar wat ook as 'n kwotakweker in die Kwekersregister geregistreer is, insluitende 'n kwotakweker wat in die Kwekersregister as 'n meulenaar-cum-planter geklassifiseer is;

"Meulenaarsvereniging" Die Suid-Afrikaanse Suikermeulenaarsvereniging Bpk.;

"Natal Estates" The Natal Estates Limited;

"Nkwaleni-Kwekers" die kwekers wat in die Nkwaleni-groep in die Kwekersregister aangegee word;

"Noodsberg" Noodsberg Sugar Company Limited;

"Pongola" Pongola Sugar Milling Company Limited;

"Reynolds" Reynolds Bros. Limited;

"riet" suikerriet;

"Sentrale Raad" Die Sentrale Raad van die Suikernywerheid ingevolge klousule 3 ingestel;

"Smiths" C. G. Smith Sugar Limited;

"Suikervereniging" die Suid-Afrikaanse Suikervereniging ingevolge artikel 2 van die Wet ingelyf;

"Tongaat" The Tongaat Group Limited;

"T.S.B." Transvaalse Suikerkorporasie Beperk;

"Umfoloji" Umfolozi Co-operative Sugar Planters Limited;

"Umzimkulu" Umzimkulu Sugar Company Limited;

"Union Co-op." The Union Co-operative Bark and Sugar Company Limited;

"Wet" die Suikerwet, 1978 (Wet 9 van 1978);

"Zululand S.M." Zululand Sugar Millers Limited.

Datum van inwerkingtreding

2. (1) Hierdie Ooreenkoms tree ingevolge artikel 4 (1) (c) van die Wet in werking op die datum waarop dit deur die Minister gepubliseer word, en is onderworpe aan wysiging deur die Minister ingevolge artikel 4 (1) (b) van die Wet.

Toepassing

(2) Hierdie Ooreenkoms word ingevolge artikel 4 (1) (c) van die Wet by inwerkingtreding bindend vir elke kweker, meulenaar en raffineerder.

HOOFTUK 1 SENTRALE RAAD

Stigting

3. 'n Raad word ingestel wat bekend staan as die Sentrale Raad van die Suikernywerheid, hieronder die 'Sentrale Raad' genoem.

Lidmaatskap

4. Die Sentrale Raad bestaan uit vyf lede, naamlik 'n voorsitter, wat geen finansiële belang by die Suikernywerheid mag hê nie, en 'n kwekers- en 'n meulenaarsvertegenwoordiger (hierna in hierdie Ooreenkoms

referred to as "Industry members") and two independent members, who shall be persons having no direct financial interest, as may be defined by the Sugar Association, in the Sugar Industry. The Chairman shall be appointed by the Sugar Association after consultation with the Minister, Industry members shall be appointed by the Growers' Association and Millers' Association respectively, and the two independent members shall be appointed by the Sugar Association. Any member of the Central Board at the commencement of this Agreement who was such a member under the provisions of the Sugar Industry Agreement, 1943, on 30 April 1978, shall continue to be a member thereof for the unexpired portion of his term of office, or until removed as contemplated in clause 5 of this Agreement.

Period of office

5. Subject to the provisions of clause 7, the Chairman shall hold office until removed for good cause by the Sugar Association, an Industry member shall hold office for a period of one year and an independent member shall hold office for a period of five years unless removed for good cause by the Sugar Association.

Remuneration

6. The Chairman shall receive such salary, the Industry members such remuneration, and the independent members such fees as may be fixed, in each case, by the Sugar Association.

Vacancies

7. In the event of any vacancy arising from death, resignation or other cause, in the office of a member of the Central Board (including in the case of the Chairman or independent member, his removal), such vacancy shall be filled within three months by appointment as hereinbefore set out. In the case of any member other than the Chairman appointed to fill a vacancy, such member shall hold office for the remaining period for which his predecessor was appointed. In the event of any vacancy in the office of Chairman not being filled within three months, the Minister shall be requested to nominate a chairman, and his nominee shall forthwith be appointed by the Sugar Association.

Temporary appointments

8. Whenever the Chairman or a member of the Central Board is temporarily unable to act, his functions shall be performed by a person appointed for the purpose—

(a) in the case of the Chairman or an independent member, by the Sugar Association; and

(b) in the case of the Growers' representative or the Millers' representative, by the Association by which such representative is to be appointed.

Any such appointment may be made in advance or when the occasion arises.

Quorum and majority decision

9. At any meeting of the Central Board the Chairman and the Industry members shall form a quorum. Save as may be otherwise specially provided in this Agreement, all questions shall be decided by a majority including at least one Industry member.

'nywerheidslede' genoem) en twee onafhanklike lede, wat persone moet wees wat geen regstreekse finansiële belang, soos deur die Suikervereniging omskryf, by die Suikernywerheid het nie.

Die Voorsitter word deur die Suikervereniging na oorlegpleging met die Minister aangestel, nywerheidslede word deur onderskeidelik die Kwekersvereniging en die Meulenaarsvereniging aangestel, en die twee onafhanklike lede word deur die Suikervereniging aangestel. 'n Lid van die Sentrale Raad ten tyde van die inwerkingtreding van hierdie Ooreenkoms wat op 30 April 1978 'n lid daarvan was ingevolge die bepalings van die Suikernywerheidsooreenkoms, 1943, bly 'n lid daarvan vir die onverstreke gedeelte van sy amptstermyn, of totdat hy afgesit word soos in klousule 5 van hierdie Ooreenkoms beoog.

Dienstermyn

5. Behoudens die bepalings van klousule 7 beklee die voorsitter sy amp totdat hy deur die Suikervereniging om goeie rede afgesit word; beklee 'n nywerheidslid sy amp vir 'n tydperk van een jaar, en beklee 'n onafhanklike lid sy amp vir 'n tydperk van vyf jaar tensy hy deur die Suikervereniging om goeie rede afgesit word.

Besoldiging

6. Die voorsitter ontvang sodanige salaris, die nywerheidslede sodanige vergoeding en die onafhanklike lede sodanige gelde as wat in elke geval deur die Suikervereniging vasgestel word.

Vakatures

7. Ingeval 'n vakature in die Sentrale Raad ontstaan as gevolg van die oorlyde of bedanking van 'n lid of deur enige ander oorsaak (met inbegrip van ontslag in die geval van die voorsitter of 'n onafhanklike lid), moet sodanige vakature binne drie maande gevul word deur aanstelling soos hierbo uiteengesit. In die geval van enige ander lid as die voorsitter wat aangestel is om 'n vakature te vul, beklee sodanige lid sy amp vir die oorblywende tydperk waarvoor sy voorganger aangestel was. Indien 'n vakature ten opsigte van die amp van voorsitter nie binne drie maande gevul word nie, moet die Minister versoek word om 'n voorsitter te benoem, en die aldus genomineerde moet onmiddellik deur die Suikervereniging aangestel word.

Tydlike aanstelling

8. Wanneer die voorsitter of 'n lid van die Sentrale Raad tydelik nie in staat is om op te tree nie, word sy funksies uitgevoer deur 'n persoon wat vir dié doel aangestel word—

(a) in die geval van die voorsitter of 'n onafhanklike lid, deur die Suikervereniging; en

(b) in die geval van die kwekersvertegenwoordiger of die meulenaarsvertegenwoordiger, deur die Vereniging waardeur sodanige verteenwoordiger aangestel staan te word.

Enige sodanige aanstelling kan vooruit gedoen word of wanneer die geleentheid hom voordoen.

Kworum en meerderheidsbesluit

9. Die voorsitter en die nywerheidslede vorm 'n kworum op alle vergaderings van die Sentrale Raad. Behalwe soos andersins spesiaal in hierdie Ooreenkoms bepaal, word alle kwessies beslis deur 'n meerderheid wat minstens een nywerheidslid insluit.

Rules and regulations

10. The Central Board may make such rules and regulations as it deems necessary or expedient and are not in conflict with the provisions of this Agreement—

(a) prescribing the meetings to be held by the Central Board, the proceedings thereat, the conduct of the business of the Central Board, and the records to be kept by the Central Board of its proceedings;

(b) prescribing the methods by and the form in which the Central Board shall keep its accounts, and the manner in which they shall be audited;

(c) generally for the better carrying out of the provisions of this Agreement in so far as they relate to the functions of the Central Board.

Powers and duties

11. The Central Board shall have power—

(a) to undertake and carry out all such duties or activities and to exercise all such powers as are assigned to or conferred upon it by this Agreement;

(b) to undertake and carry out all such duties or activities and to exercise all such powers as may from time to time be assigned to it by or in pursuance of the Act;

(c) to undertake and carry out all such duties or activities and to exercise all such powers as may from time to time be lawfully assigned to it by the Sugar Association;

(d) to conduct any inquiries, investigations, inspections and surveys in general or in respect of individual farms and growers, wherever it considers that it may be desirable to do so in the interest of the Sugar Industry or for the better carrying out of the terms, or for the attainment of the objects, of this Agreement;

(e) to come to such decisions and to give all such notifications or directions with respect to matters within its jurisdiction, as it may deem necessary or expedient to give due effect thereto or for the carrying out of the objects and purposes of this Agreement;

(f) to call in such persons as it may consider fit to assist it in its deliberations, and for other advisory purposes, technical or otherwise;

(g) to appoint such persons as it considers necessary to enable it to exercise its functions at such remuneration and on such conditions as it may determine;

(h) to acquire or hire any property which it considers necessary for the purpose of exercising its functions, and to dispose of or let any property which it has acquired;

(i) to receive, control and administer the Central Fund established in terms of clause 13, and to open banking accounts, to sign by itself or any person duly appointed by it in that behalf cheques, bills of exchange, and other documents for the purpose of collecting, investing and disbursing moneys, and to make all payments which may be necessary in the exercise of its functions hereunder;

Reëls en regulasies

10. Die Sentrale Raad kan sodanige reëls en regulasies maak as wat hy nodig of dienstig ag en wat nie met die bepalings van hierdie Ooreenkoms in stryd is nie—

(a) wat die vergaderings wat deur die Sentrale Raad gehou moet word, die verrigtings op hierdie vergaderings, die bestuur van die sake van die Sentrale Raad en die verslae wat deur die Sentrale Raad van die verrigtings van die Raad gehou moet word, voorskryf;

(b) wat die metode waarvolgens en die vorm waarin die Sentrale Raad sy boeke moet hou, asook die wyse waarop die boeke geouditeer moet word, voorskryf;

(c) in die algemeen vir die doeltreffender toepassing van die bepalings van hierdie Ooreenkoms, vir sover hulle betrekking het op die funksies van die Sentrale Raad.

Bevoegdhe en pligte

11. Die Sentrale Raad het die bevoegdheid om—

(a) al die pligte of werksaamhede te onderneem en uit te voer en al die bevoegdhe uit te oefen wat by hierdie Ooreenkoms aan hom toegewys of verleen is;

(b) al die pligte of werksaamhede te onderneem of uit te voer en al die bevoegdhe uit te oefen wat van tyd tot tyd by of ter uitvoering van die Wet aan hom toegewys word;

(c) al die pligte en werksaamhede te onderneem en uit te voer en al die bevoegdhe uit te oefen wat van tyd tot tyd deur die Suikervereniging wetlik aan hom toegewys word;

(d) alle navrae, ondersoeke, inspeksies en opnames in die algemeen of ten opsigte van individuele plase en kwekers te onderneem waar hy dit wenslik ag in die belang van die Suikernywerheid of vir die behoorlike uitvoering van die bepalings of die bereiking van die doelstellings van hierdie Ooreenkoms;

(e) met betrekking tot aangeleenthede binne sy jurisdiksie die besluite te neem en alle bekendmakings of aanwysings uit te vaardig wat hy nodig of dienstig ag om behoorlik uitvoering daaraan te gee of om die doelstellings en doeleindes van hierdie Ooreenkoms te bereik;

(f) in verband met sy beraadslagings en vir die verkryging van advies, tegnies of andersins, die hulp in te roep van persone wat hy bekwaam ag;

(g) die persone wat hy nodig ag, aan te stel ten einde hom in staat te stel om sy funksies uit te oefen, en wel teen die besoldiging en op die voorwaardes wat hy vasstel;

(h) eiendom te verkry of te huur wat hy vir die uitoefening van sy funksies nodig ag, en eiendom wat hy verkry het, van die hand te sit of te verhuur;

(i) die Sentrale Fonds wat ingevolge klousule 13 ingestel is te ontvang, te beheer en te bestuur en om bankrekenings te open, om tjeks, wissels en ander dokumente met die oog op die invordering, belegging en uitbetaling van geld self te onderteken of te laat onderteken deur iemand behoorlik deur hom daartoe aangestel, en om alle betalings te doen wat by die uitoefening van sy funksies kragtens hierdie Ooreenkoms nodig mag wees;

(j) generally to do all such other acts, matters and things as shall be incidental to the proper carrying out of the powers assigned to or conferred upon it by this Agreement.

Arbitration

12. In the event of any question or dispute arising out of or in connection with the interpretation or operation of this Agreement between any persons upon whom this Agreement is binding, the determination of which is not herein specifically provided for, such question or dispute shall be submitted to the members of the Central Board sitting as arbitrators, and not as the Central Board, for determination and award in accordance with the provisions of the Arbitration Act, 1965 (Act 42 of 1965): Provided that—

(a) the decision of the majority of the arbitrators (of whom at least one shall be an Industry member) shall be final;

(b) in the event of the said members being unable to arrive at a decision as provided in subclause (a) they may by majority vote appoint an umpire who shall be an advocate of the Supreme Court of South Africa of at least seven years' standing and whose decision on the matter shall be final.

Notwithstanding the foregoing, should any member recuse himself or objection be taken to any member sitting as an arbitrator by a party to the dispute, the dispute shall be referred to arbitration in accordance with the provisions of the said Arbitration Act, 1965.

Any determination or award given under the corresponding provisions of any prior Sugar Industry Agreement, and in force at the commencement of this Agreement, shall continue to have force and effect as if it were given under the provisions of this clause.

The Central Fund

13. There shall be established under the administration of the Central Board a fund to be called 'the Central Fund', which shall be charged with the payment of all costs and expenses incurred by the Central Board in pursuance of the provisions of this Agreement and of the rules and regulations referred to in clause 10.

Levies

14. The amount required for the Central Fund shall be an Industry obligation as hereinafter defined, and shall be met by a levy imposed as hereinafter provided for in this Agreement and in the Constitution of the Sugar Association. All amounts levied and collected hereunder shall be paid forthwith into the Central Fund.

CHAPTER 2

CONTROL OF PRODUCTION

Sucrose quotas

15. (1) Growers' quotas shall be expressed in metric tons sucrose.

(2) (a) Quotas shall be basic, contingency or provisional.

Basic quota

(b) A basic quota is a quota which has been established by deliveries of sucrose made from a specific area of land registered by the Central Board in terms of clause 17.

(j) in die algemeen alle ander handelinge, sake en dinge te verrig wat gepaard gaan met die behoorlike uitoefening van die bevoegdhede by hierdie Ooreenkoms aan hom toegewys of verleen.

Arbitrasie

12. Ingeval uit of in verband met die interpretasie of die werking van hierdie Ooreenkoms 'n geskil of dispuut ontstaan tussen persone vir wie hierdie Ooreenkoms bindend is, vir die beslissing waarvan hierin nie uitdruklik voorsiening gemaak word nie, moet die geskilpunt of dispuut voorgelê word aan die lede van die Sentrale Raad, sittende as arbiters en nie as Raad nie, vir beslissing en toekenning ooreenkomstig die bepalings van die Arbitrasiewet, 1965 (Wet 42 van 1965): Met dien verstande dat—

(a) die beslissing van die meerderheid van die arbiters (van wie minstens een 'n nywerheidslid moet wees) finaal is;

(b) ingeval genoemde lede geen beslissing soos bepaal in subklousule (a) kan bereik nie, hulle by meerderheid van stemme 'n skeidsregter kan aanstel wat 'n advokaat van die Hooggeregshof van Suid-Afrika met minstens sewe jaar praktyk moet wees en wie se beslissing oor die saak finaal is.

Wanneer 'n lid hom onttrek of wanneer daar teen 'n lid sittende as arbiter beswaar gemaak word deur 'n party in die geskil, moet die geskil, niteenstaande voorgaande, ooreenkomstig die bepalings van genoemde Arbitrasiewet, 1965, aan arbitrasie onderwerp word. Iedere beslissing of toekenning wat ingevolge die ooreenkomstige bepalings van enige vorige Suikernywerheids-ooreenkoms gegee of gemaak is en wat ten tyde van die inwerkingtreding van hierdie Ooreenkoms nog van krag is, bly van krag asof dit kragtens die bepalings van hierdie klousule gegee of gemaak is.

Die Sentrale Fonds

13. Daar moet onder beheer van die Sentrale Raad 'n fonds, genoem "die Sentrale Fonds", gestig word, waaruit alle koste en uitgawes betaal moet word wat die Sentrale Raad ingevolge die bepalings van hierdie Ooreenkoms en die reëls en regulasies bedoel in klousule 10 aangaan.

Heffings

14. Die bedrag vereis vir die Sentrale Fonds is 'n nywerheidsverplichting soos hierna omskryf en word verkry uit 'n heffing wat opgelê word soos hierna in hierdie Ooreenkoms en in die grondwet van die Suikervereniging voorgeskryf word. Alle bedrae wat hierkragtens hef en ingevorder word, moet dadelik in die Sentrale Fonds gestort word.

HOOFSTUK 2

BEHEER OOR PRODUKSIE

Sukrosekwas

15. (1) Kwekers se kwotas word uitgedruk in metrieke ton suikrose.

(2) (a) Die kwotas is basies, voorwaardelik of voorlopig.

Basiese kwota

(b) 'n Basiese kwota is 'n kwota wat daargestel is deur lewerings van suikrose vanaf 'n bepaalde oppervlakte grond wat deur die Sentrale Raad ingevolge klousule 17 geregistreer is.

Contingency quota

(c) (i) A contingency quota is a quota which has been allocated by the Minister as provided in clause 16 or by the Central Board as provided in clause 20 or as determined by the Central Board as provided in clause 21.

(ii) During periods of restrictive control of production referred to in clause 22 (1) (a) the Central Board shall apportion each contingency quota to active and dormant contingency quota as at a date or dates determined by the Sugar Association from time to time.

(iii) Active and dormant contingency quota shall be the proportions of each grower's contingency quota which such grower's planted and unplanted areas of allotted extension land, as determined by the Central Board at the date or dates concerned, bear respectively to their sum.

(iv) The Central Board may from time to time increase a grower's active and commensurately decrease such grower's dormant contingency quota if such grower satisfies the Mill Group Board concerned and the Central Board that the crop standing on his total quota land then under cane is a normal crop and, as such, exceeds the equivalent sum of his basic and active contingency quotas.

(v) An active contingency quota shall not revert to a dormant contingency quota if the extension land upon which such active contingency quota was allocated is subsequently taken out of cane production.

Provisional quota

(d) (i) A provisional quota is the whole or part of a basic quota, the transfer of which has been approved by the Central Board without the transfer of a commensurate area of the registered quota land to which such quota was attached.

(ii) During periods of restrictive control of production referred to in clause 22 (1) (a) the Central Board each year shall apportion each provisional quota to active and dormant provisional quota as at a date or dates determined by the Sugar Association from time to time.

(iii) Active and dormant provisional quota shall be the proportions of each grower's provisional quota which such grower's planted and unplanted areas of allotted provisional quota land, as determined by the Central Board at the date or dates concerned, bear respectively to their sum.

No deliveries from unregistered land

(3) (a) Save as may be authorised in terms of clause 35, no grower shall be entitled to deliver cane to a mill from land which has not been registered with the Central Board as his quota land in respect of the quota concerned.

Prohibition against extension of quota land

(b) Growers shall not extend or change their registered quota land except in terms of this Agreement.

Growers' Register of quotas and quota land

(c) The Central Board shall keep a register of the names of each grower, his quota and the specific area of his quota land from which he is permitted to deliver cane to a mill in fulfilment of his quota. This register shall be known as the Growers' Register.

Voorwaardelike kwota

(c) (i) 'n Voorwaardelike kwota is 'n kwota wat toegeken is deur die Minister soos voorgeskryf in klousule 16 of deur die Sentrale Raad soos voorgeskryf in klousule 20, of wat vasgestel is deur die Sentrale Raad soos voorgeskryf in klousule 21.

(ii) Gedurende tydperke van beperkende produksiebeheer waarna in klousule 22 (1) (a) verwys word moet die Sentrale Raad elke voorwaardelike kwota verdeel in aktiewe en onaktiewe voorwaardelike kwota soos op 'n datum of datums wat van tyd tot tyd deur die Suikervereniging bepaal word.

(iii) Elke kweker se voorwaardelike kwota word verdeel in aktiewe en onaktiewe voorwaardelike kwota in dieselfde verhouding as wat sodanige kweker se beplante en onbeplante oppervlakte toegekende uitbreidingsgrond, soos deur die Sentrale Raad op die betrokke datum of datums bepaal, onderskeidelik tot hul som staan.

(iv) Die Sentrale Raad kan van tyd tot tyd 'n kweker se aktiewe voorwaardelike kwota verhoog en sodanige kweker se onaktiewe voorwaardelike kwota eweredig verminder indien sodanige kweker die betrokke Meulgroepraad en die Sentrale Raad daarvan oortuig dat die oes wat op sy totale kwotagrond staan wat dan onder riet is, 'n normale oes is en as sodanig die ekwivalente som van sy basiese en aktiewe voorwaardelike kwotas oorskry.

(v) 'n Aktiewe voorwaardelike kwota val nie terug in 'n onaktiewe voorwaardelike kwota indien die uitbreidingsgrond waarop sodanige aktiewe voorwaardelike kwota toegeken is daarna aan rietproduksie onttrek word nie.

Voorlopige kwota

(d) (i) 'n Voorlopige kwota is die geheel of 'n gedeelte van 'n basiese kwota waarvan die oordrag deur die Sentrale Raad goedgekeur is sonder die oordrag van 'n eweredige oppervlakte geregistreerde kwotagrond waarvan sodanige kwota verbonde was.

(ii) Gedurende tydperke van beperkende produksiebeheer in klousule 22 (1) (a) bedoel, verdeel die Sentrale Raad elke jaar elke voorlopige kwota in aktiewe en onaktiewe voorlopige kwota soos op 'n datum of datums wat van tyd tot tyd deur die Suikervereniging bepaal word.

(iii) Elke kweker se voorlopige kwota word verdeel in aktiewe en onaktiewe voorlopige kwota in dieselfde verhouding as wat sodanige kweker se beplante en onbeplante oppervlakte toegekende voorlopige kwotagrond, soos deur die Sentrale Raad op die betrokke datum of datums bepaal, onderskeidelik tot hul som staan.

Geen lewerings vanaf ongeregisteerde grond

(3) (a) Tensy hy ingevolge klousule 35 daartoe gemagtig is, is geen kweker geregtig om riet aan 'n meul te lewer vanaf grond wat ten opsigte van die betrokke kwota nie by die Sentrale Raad as sy kwotagrond geregistreer is nie.

Verbod op uitbreiding van kwotagrond

(b) Uitgesonderd ingevolge hierdie Ooreenkoms, mag kwekers nie hulle geregistreerde kwotagrond uitbrei of verander nie.

Kwekersregister van kwotas en kwotagrond

(c) Die Sentrale Raad moet 'n register hou van die name van elke kweker, sy kwota en die bepaalde oppervlakte van sy kwotagrond waarvandaan hy toegelaat word om riet aan 'n meul te lewer ter vervulling van sy kwota. Hierdie register moet as die Kwekersregister bekend staan.

Custody of the Growers' Register

(d) The Central Board shall continuously revise the Growers' Register when giving effect to the Agreement and shall issue a revised edition as at 1 May each year showing all amendments made to such Register during the course of the previous year, copies of which shall be despatched to the Sugar Association and the Secretary for Industries.

Establishment of contingency and provisional quotas as basic quotas

(4) (a) Contingency quotas and provisional quotas are subject to performance by growers before they can be translated into basic quotas. Any grower who is recorded in the Growers' Register with a contingency quota only, or with a provisional quota only, or with a contingency and a provisional quota but no basic quota, shall be granted a basic quota by the Central Board equal to one half of his first delivery, and such basic quota shall be deducted from his contingency quota or provisional quota or from both his contingency and provisional quotas in the proportion which each bears to their sum.

Increase of basic quotas

(b) The Central Board shall increase the basic quota of any grower to the extent that his delivery in any year plus his delivery in the previous year divided by two exceeds his basic quota: Provided that—

(i) if such grower also holds a contingency quota or provisional quota the amount of such increase shall be deducted from his contingency or provisional quota;

(ii) that if such grower also holds both a contingency quota and a provisional quota, such increase shall be deducted from both his contingency and provisional quotas in the proportion which each bears to their sum; and

(iii) if the Central Board has apportioned such grower's contingency quota or provisional quota into active and dormant quota as provided in subclause (2), any deductions required to be made in terms of subparagraphs (i) and (ii) shall be made first from his dormant quota concerned.

Cancellation of contingency and provisional quotas

(c) Any contingency quota and any provisional quota, which has not been translated into basic quota within four consecutive years during which control of production has been suspended in terms of clause 22, shall be cancelled and shall be deleted from the Growers' Register. The period of four consecutive years shall commence on 1 May following the date on which such contingency quota was allotted or the transfer of such provisional quota was approved by the Central Board and in the event of control of production being imposed while a contingency or provisional quota is being translated into a basic quota, such period shall recommence on 1 May following the date on which control of production is again suspended.

Effective date of adjustments to quotas

(d) Any adjustment of quotas in terms of paragraphs (a), (b) or (c) of this subclause and the corresponding amendment of the Growers' Register shall come into effect on 1 May in the next succeeding year.

Bewaring van Kwekersregister

(d) By die uitvoering van die Ooreenkoms moet die Sentrale Raad die Kwekersregister deurlopend hersien en elke jaar 'n hersiene uitgawe soos op 1 Mei uitreik wat al die wysigings weerspieël wat gedurende die loop van die vorige jaar aan sodanige Kwekersregister aangebring is, afskrifte van welke hersiene uitgawe aan die Suikervereniging en die Sekretaris van Nywerheidswese gestuur moet word.

Omskepping van voorwaardelike en voorlopige kwotas in basiese kwotas

(4) (a) Voorwaardelike kwotas en voorlopige kwotas is onderworpe aan vervulling deur kwekers voordat dit in basiese kwotas omgeskep kan word. Aan 'n kweker vir wie daar in die Kwekersregister slegs 'n voorwaardelike kwota aangeteken is, of slegs 'n voorlopige kwota, of 'n voorwaardelike en 'n voorlopige kwota maar geen basiese kwota nie, moet die Sentrale Raad 'n basiese kwota toestaan wat gelyk is aan die helfte van sy eerste lewering, en sodanige basiese kwota moet van sy voorwaardelike kwota of voorlopige kwota of van beide sy voorwaardelike en sy voorlopige kwota afgetrek word in die verhouding waarin elkeen tot hul som staan.

Verhoging van basiese kwotas

(b) Die Sentrale Raad moet die basiese kwota van 'n kweker verhoog in die mate waarin sy lewering in enige jaar plus sy lewering in die vorige jaar gedeel deur twee, sy basiese kwota te bowe gaan: Met dien verstande dat—

(i) indien sodanige kweker ook 'n voorwaardelike kwota of 'n voorlopige kwota het, die hoeveelheid van sodanige verhoging van sy voorwaardelike of voorlopige kwota afgetrek moet word;

(ii) indien sodanige kweker beide 'n voorwaardelike kwota en 'n voorlopige kwota ook het, sodanige verhoging van beide sy voorwaardelike en sy voorlopige kwota afgetrek moet word in die verhouding waarin elkeen tot hulle som staan;

(iii) indien die Sentrale Raad sodanige kweker se voorwaardelike kwota of voorlopige kwota in aktiewe en onaktiewe kwota verdeel het, soos voorsien is in subklousule (2), enige afrekkings wat ooreenkomstig subparagrafe (i) en (ii) gedoen moet word, eerste van sy betrokke onaktiewe kwota gedoen moet word.

Kanselling van voorwaardelike en voorlopige kwotas

(c) 'n Voorwaardelike kwota en 'n voorlopige kwota wat nie in 'n basiese kwota omgeskep is binne vier opeenvolgende jare waartydens produksiebeheer ingevolge klousule 22 opgeskort is nie, moet gekanselleer en van die Kwekersregister geskrap word. Die tydperk van vier opeenvolgende jare begin op 1 Mei wat volg op die datum waarop sodanige voorwaardelike kwota toegeken is of waarop die oordrag van sodanige voorlopige kwota deur die Sentrale Raad goedgekeur is, en ingeval produksiebeheer ingestel word op die tydstip dat 'n voorwaardelike of voorlopige kwota in 'n basiese kwota omgeskep word, neem sodanige tydperk weer 'n aanvang op 1 Mei wat volg op die datum waarop produksiebeheer weer opgeskort word.

Effektiewe datum van wysigings van kwotas

(d) 'n Wysiging van kwotas ingevolge paragraaf (a), (b) of (c) van hierdie subklousule en die ooreenstemmende wysiging van die Kwekersregister tree in werking op 1 Mei van die eersvolgende jaar.

Contingency and provisional quotas to be portions of total quota

(5) Each contingency or provisional quota shall represent the unfulfilled portion of the total quota of the grower concerned and shall be subject to adjustment in terms of this Agreement.

Bar to establishment of basic quotas

(6) (a) The Central Board may refuse to grant a basic quota to, or increase the basic quota of, any grower in the Growers' Register, unless it is satisfied that his deliveries were made only from land registered in respect of the quota and the grower concerned and from no other land, unless such deliveries were duly authorised by the Central Board under the provisions of clause 35.

(b) Should the Central Board be satisfied that a grower's deliveries were not made only from land registered in respect of the quota and the grower concerned, and should such deliveries not have been authorised by the Central Board under the provisions of clause 35, the Central Board shall have the power to cancel and delete such deliveries in the name of the grower concerned, whereupon they shall be recorded as suspense cane, payment for which shall be made to the Sugar Association.

Contingency quotas allocation by Minister

16. (1) The Minister may allocate contingency quotas, not exceeding 435 metric tons of sucrose (equivalent to 3 175 metric tons of cane) to new growers not being registered quota growers or persons holding an interest in a quota, save that, after consultation with the Sugar Association, he may allocate such quota to such excluded persons in respect of unregistered land held by them, and may also allocate an increase in the existing quotas of growers, provided that all such allocations shall be subject to the Minister being satisfied that adequate milling facilities will be available.

(2) Every grower to whom a quota has been allocated in terms of subclause (1) shall be registered by the Central Board in respect of his quota, quota land and the miller concerned, and the Growers' Register shall be amended accordingly.

Registration of quota land

17. (1) The Central Board shall register a specific area of cane land in respect of each grower as his quota land from which he may deliver cane to a mill in fulfilment of his quota.

(2) (a) The land to be registered as quota land shall be the land under cane shown on a survey map acceptable to the Central Board prepared as at the final date on which the grower concerned was granted permission to plant cane in terms of this Agreement, plus fallow land and land which the grower proves to the satisfaction of the Central Board to have been part of the grower's quota land previously registered by the Central Board, but excluding land which has been abandoned as cane land as the result of a substitution of quota land effected in terms of this Agreement. The area which shall be registered as the quota land of any grower shall be the area which he or a former holder of the quota concerned was permitted to plant to cane in terms of this Agreement, as determined by the Central Board, whose decision shall be final.

Voorwaardelike en voorlopige kwotas vorm gedeeltes van totale kwota

(5) Elke voorwaardelike of voorlopige kwota verteenwoordig die onvervulde gedeelte van die totale kwota van die betrokke kweker en is onderworpe aan wysings ingevolge hierdie Ooreenkoms.

Weiering tot daarstelling van basiese kwota

(6) (a) Die Sentrale Raad kan weier om aan 'n kweker in die Kwekersregister 'n basiese kwota toe te staan of om sy basiese kwota te verhoog, tensy die Raad oortuig is dat sy lewerings gedoen is slegs vanaf grond wat ten opsigte van die betrokke kwota en kweker geregistreer is en vanaf geen ander grond nie, tensy sodanige lewerings behoorlik deur die Sentrale Raad ingevolge klousule 35 gemagtig is.

(b) Indien die Sentrale Raad oortuig is dat 'n kweker se lewerings gedoen is nie slegs vanaf grond wat ten opsigte van die betrokke kwota en kweker geregistreer is nie en indien sodanige lewerings nie ingevolge klousule 35 deur die Sentrale Raad gemagtig is nie, is die Sentrale Raad daartoe bevoeg om sodanige lewerings op naam van die betrokke kweker te kanselleer en te skrap, waarna sodanige lewerings as opgeskorte riet aangeteken moet word, vir welke opgeskorte riet daar aan die Suikervereniging betaling gedoen moet word.

Voorwaardelike kwotas toekenning deur Minister

16. (1) Die Minister kan voorwaardelike kwotas van hoogstens 435 metrieke ton sukrose (gelykstaande met 3 175 metrieke ton riet) aan nuwe kwekers wat nie geregistreerde kwotakwekers of belanghebbendes by 'n kwota is nie, toeken, behalwe dat hy, na beraadslaging met die Suikervereniging, so 'n kwota aan sulke uitgeslote persone kan toeken ten opsigte van ongeregistreerde grond wat in hul besit is, en ook 'n verhoging in die bestaande kwotas van kwekers kan toeken, met dien verstande dat alle sodanige toekennings daaraan onderworpe is dat die Minister oortuig is dat toereikende meulfasiliteite beskikbaar sal wees.

(2) Elke kweker aan wie 'n kwota ingevolge subklousule (1) toegeken is, moet ten opsigte van sy kwota, kwotagrond en die betrokke meulenaar deur die Sentrale Raad geregistreer word en die Kwekersregister moet dienoreenkomstig gewysig word.

Registrasie van kwotagrond

17. (1) Die Sentrale Raad moet ten opsigte van elke kweker 'n bepaalde oppervlakte rietgrond as sy kwotagrond registreer waarvandaan hy riet aan 'n meul kan lewer ter vervulling van sy kwota.

(2) (a) Die grond wat as kwotagrond geregistreer word, is die grond onder riet soos aangedui op 'n opmetingskaart wat vir die Sentrale Raad aanvaarbaar is en wat opgestel is soos op die finale datum waarop daar aan die betrokke kweker toestemming verleen is om ingevolge hierdie Ooreenkoms riet te plant, sowel as braakgrond en grond wat die kweker tot tevredenheid van die Sentrale Raad bewys deel was van die kweker se kwotagrond wat voorheen by die Sentrale Raad geregistreer was, maar uitgesonderd grond wat as rietgrond in onbruik geraak het as gevolg van 'n vervanging van kwotagrond ingevolge hierdie Ooreenkoms bewerkstellig. Die oppervlakte wat as die kwotagrond van 'n kweker geregistreer moet word, is die oppervlakte wat hy of 'n vorige houder van die betrokke kwota toegelaat is om ingevolge hierdie Ooreenkoms met riet te beplant, soos bepaal deur die Sentrale Raad, wie se besluit finaal is.

(b) If it is satisfied that an application for, and the allotment of, a specific area of new or extension land was based on an estimate and not on a survey plan thereof, the Central Board, when determining the area of quota land in terms of paragraph (a), shall not be bound by any rule applicable to such allotment which limits the area to be registered to the specific area allotted, but may register the total area of land under cane as it appears on a grower's survey plan, whether such total area is more or less than the specific area of such allotment in the case of a new allotment, or more or less than the sum of such area and any other areas which the Central Board is required to register in terms of paragraph (a) in the case of an allotment of extension land.

(3) The Central Board shall have the power to determine or redetermine the extent of a grower's quota land and to reduce or increase and re-register the quota land of any grower whose quota has been reduced or increased in terms of this Agreement.

(4) The registration of the quota land of any grower, including a transferee, successor, new allottee or reinstated grower, or the registration of any extension or substitution of quota land, including land registered in terms of clause 16, shall have effect from a date to be determined by the Central Board.

(5) The allocation of a quota to any grower under this Agreement shall be subject to the registration of his quota land in terms of this clause and it shall be a condition of such allocation that the quota holder furnish the Central Board or any person acting on its behalf with full particulars from which the land to be registered as his quota land can be identified.

(6) No grower who has, due to the effects of control of production, as provided for in this Agreement, reduced his area under cane to an area less than the area of his quota land as registered by the Central Board in terms of this clause, shall have the area of his quota land reduced to an area less than the area so registered.

Registration of Black, Indian or Coloured quota land

18. The Central Board shall assess the extent of the quota land of any Black, Indian or Coloured grower whose quota land has not yet been registered in terms of clause 17, and such extent shall correspond to the quota in the Growers' Register of the grower concerned as at the said date in the ratio of not less than 1 hectare to 4,5 metric tons of sucrose quota. Such assessment of the quota lands of the growers concerned shall be deemed to be a registration of quota land for purposes of this Agreement until replaced by a registration of quota land in terms of clause 17.

Year of delivery of cane

19. Any cane delivered by a grower for the production of sugar in the month of April and any sugar so produced shall be for the account of the immediately succeeding year.

(b) Indien die Sentrale Raad oortuig is dat 'n aansoek om, en die toekenning van, 'n bepaalde oppervlakte nuwe grond of uitbreidingsgrond gebaseer was op 'n skatting en nie op 'n opmetingsplan daarvan nie, is die Raad, by die bepaling van die oppervlakte kwota-grond ingevolge paragraaf (a), nie gebonde aan enige reël wat op sodanige toekenning van toepassing is en wat die oppervlakte wat geregistreer moet word, beperk tot die bepaalde toegekende oppervlakte nie, maar kan hy die totale oppervlakte grond registreer wat onder riet is soos dit op die kweker se opmetingsplan verskyn, hetsy sodanige totale oppervlakte, in die geval van 'n toekenning van nuwe grond, meer of minder is as die bepaalde oppervlakte van sodanige toekenning, hetsy sodanige totale oppervlakte, in die geval van 'n toekenning van uitbreidingsgrond, meer of minder is as die som van sodanige oppervlakte en enige ander oppervlaktes wat die Sentrale Raad ingevolge paragraaf (a) moet registreer.

(3) Die Sentrale Raad is daartoe bevoeg om die omvang van 'n kweker se kwotagrond te bepaal of te herbepaal en om die kwotagrond van 'n kweker wie se kwota ingevolge hierdie Ooreenkoms verlaag of verhoog is, te verminder of te vermeerder en te herregistreer.

(4) Die registrasie van die kwotagrond van 'n kweker, met inbegrip van 'n oordragnemer, 'n opvolger, 'n nuwe kwotahouer of 'n herstelde kweker, of die registrasie van 'n uitbreiding of vervanging van kwotagrond, met inbegrip van grond wat ingevolge klousule 16 geregistreer is, tree in werking vanaf 'n datum wat deur die Sentrale Raad bepaal word.

(5) Die toekenning van 'n kwota aan enige kweker kragtens hierdie Ooreenkoms is onderworpe aan die registrasie van sy kwotagrond ingevolge hierdie klousule en dit is 'n voorwaarde van sodanige toekenning dat die kwotahouer die Sentrale Raad of enige persoon wat ten behoeve van die Raad optree, moet voorsien van volle besonderhede waarvolgens die grond wat as sy kwotagrond geregistreer moet word uitgeken kan word.

(6) Geen kweker wat vanweë die gevolge van produksiebeheer, soos in hierdie Ooreenkoms voorsien, sy oppervlakte onder riet verminder het tot 'n oppervlakte kleiner as die oppervlakte van sy kwotagrond soos deur die Sentrale Raad ingevolge hierdie klousule geregistreer, se oppervlakte van sy kwotagrond kan verminder word tot 'n oppervlakte wat kleiner is as die oppervlakte aldus geregistreer nie.

Registrasie van kwotagrond van Swart, Indiër- of Kleurlingkwekers

18. Die Sentrale Raad bepaal die grootte van die kwotagrond van 'n Swart, Indiër- of Kleurlingkweker wie se kwotagrond nog nie ingevolge klousule 17 geregistreer is nie, en sodanige grootte moet met die kwota in die Kwekersregister van die betrokke kweker op genoemde datum in die verhouding van nie minder nie as 1 hektaar tot 4,5 metrieke ton suikrosekwota ooreenstem. Sodanige bepaling van die kwotagrond van die betrokke kwekers word vir die toepassing van hierdie Ooreenkoms 'n registrasie van kwotagrond geag te wees totdat dit deur 'n registrasie van kwotagrond ingevolge klousule 17 vervang is.

Jaar van lewering van riet

19. Riet wat in die maand April deur 'n kweker gelewer word vir die produksie van suiker, en suiker wat aldus geproduseer word, kom op die rekening van die eersvolgende jaar.

Allotment of quota land and quotas

20. (1) The Central Board shall on a mandate from the Sugar Association, duly approved by the Minister, grant permission for specific areas of land, with or without quotas attaching thereto, to be planted to cane by applicant growers subject to such terms or conditions and for delivery to such mills as may be covered by such mandate.

(2) The Central Board may lay down such rules of procedure as it may deem necessary or expedient for the due fulfilment of any such mandate.

(3) The terms or conditions of such mandate to, and the rules of procedure laid down by, the Central Board in respect thereof shall be binding upon every grower, miller and refiner.

(4) Every applicant grower to whom permission is granted to plant a specific area of land to cane shall be bound, *ipso facto*, by the provisions of this Agreement.

Determination of contingency quotas

21. Whenever the Central Board has granted permission to a grower to plant a specific area of land to cane as provided in clause 20 without attaching a quota thereto, and control of production is imposed in terms of clause 22 while such grower is recorded in the Growers' Register with new or extension land, the Central Board shall determine a contingency quota in respect of, and commensurate with, such specific area and enter it in the Growers' Register.

Restrictive control of production

22. (1) (a) Restrictive control of production shall come into operation according to available markets and may be suspended or imposed from time to time as may be determined by the Sugar Association and approved by the Minister.

Industrial sugar and sucrose quotas

(b) The Sugar Association shall, with the approval of the Minister, each year determine the approximate industrial sugar quota that may be produced by all millers upon whom this agreement is binding, as well as its conversion into an industrial sucrose quota at the average conversion ratio of the previous year's production or such other ratio as may be agreed to. This determination shall reflect the position as at 1 May and shall be reviewed thereafter at such intervals as may be agreed upon by the Sugar Association with the approval of the Minister for the purposes of carrying out the provisions of this clause.

Farm mean peaks

(2) (a) Each Mill Group Board referred to in clause 24 shall, in accordance with the provisions of this sub-clause, establish for each grower under its jurisdiction, a farm mean peak in metric tons of sucrose as at 1 May each year and thereafter at such intervals as may be prescribed by the Central Board. The method of establishing such farm mean peak shall be as follows:

(b) For any grower who only holds a basic quota, the farm mean peak shall equal such quota.

Toekenning van kwotagrond en kwotas

20. (1) Die Sentrale Raad moet in opdrag van die Suikervereniging, welke opdrag deur die Minister behoorlik goedgekeur moet wees, toestemming verleen dat bepaalde oppervlakte grond, met of sonder kwotas daaraan verbonde, deur applikant-kwekers met riet beplant word, behoudens sodanige bedinge of voorwaardes en vir lewering aan sodanige meul of meule as wat deur sodanige opdrag gedek word.

(2) Die Sentrale Raad kan sodanige prosedurereëls bepaal as wat hy nodig of gerade ag vir die behoorlike uitvoering van enige sodanige opdrag.

(3) Die bepalinge of voorwaardes van sodanige opdrag aan en die prosedurereëls ten opsigte daarvan voorgeskryf deur die Sentrale Raad, is bindend vir elke kweker, meulenaar en raffineerder.

(4) Elke applikant-kweker aan wie toestemming verleen word om 'n bepaalde oppervlakte grond met riet te beplant, is *ipso facto* deur die bepalinge van hierdie Ooreenkoms gebonde.

Vasstelling van voorwaardelike kwotas

21. Wanneer die Sentrale Raad ook al, soos in klousule 20 voorgeskryf, aan 'n kweker toestemming verleen het tot die beplanting van 'n bepaalde oppervlakte grond met riet sonder om 'n kwota daaraan te verbind, en daar ingevolge klousule 22 produksiebeheer ingestel word terwyl sodanige kweker in die Kwekersregister met nuwe grond of uitbreidingsgrond aangeteken staan, moet die Sentrale Raad 'n voorwaardelike kwota ten opsigte van, en eweredig aan, sodanige bepaalde oppervlakte vasstel en dit in die Kwekersregister inskryf.

Beperkende produksiebeheer

22. (1) (a) Beperkende produksiebeheer word toegepas ooreenkomstig die beskikbare markte en kan van tyd tot tyd opgeskort of ingestel word soos deur die Suikervereniging bepaal en deur die Minister goedgekeur.

Nywerheidsuiker- en rietkwotas

(b) Die Suikervereniging stel met die goedkeuring van die Minister elke jaar die benaderde nywerheidsuikerkwota vas wat deur alle meulenaars vir wie hierdie Ooreenkoms bindend is, geproduseer kan word, sowel as die omrekening daarvan in 'n nywerheidsuikrokwota teen die gemiddelde omrekeningsverhouding van die vorige jaar se produksie, of teen sodanige ander verhouding waarvoor ooreengekom word. Hierdie vasstelling weerspieël die posisie soos op 1 Mei en word daarna by sodanige tussenpose hersien as wat met die goedkeuring van die Minister deur die Suikervereniging ooreengekom mag word met die doel om aan die bepalinge van hierdie klousule uitvoering te gee.

Gemiddelde plaasmaksima

(2) (a) Elke Meulgroepraad in klousule 24 bedoel, stel ooreenkomstig die bepalinge van hierdie subklousule, vir elke kweker onder sy jurisdiksie 'n gemiddelde plaasmaksimum (hoogste gemiddelde) in metrieke ton suikro op 1 Mei elke jaar vas en daarna by sodanige tussenpose as wat deur die Sentrale Raad voorgeskryf word. Die metode om so 'n gemiddelde plaasmaksimum vas te stel, is soos volg:

(b) Vir 'n kweker wat slegs 'n basiese kwota het, is die gemiddelde plaasmaksimum gelyk aan sodanige kwota.

(c) (i) For any grower whose allotment of land in terms of clause 20 is recorded in the Growers' Register for the first time without a basic quota, the farm mean peak each year for the period of four consecutive years commencing with the first year during which he may deliver cane, shall equal his estimate in sucrose as approved by his Mill Group Board and shall be his delivery quota, after which period his farm mean peak shall be determined in terms of paragraph (b) of this subclause.

(ii) For any grower who holds a basic plus a contingency quota, other than a grower referred to in paragraph (c) (i), the farm mean peak shall equal his basic quota plus his active contingency quota.

(d) For any grower who holds a provisional quota or a basic quota plus a provisional quota, the farm mean peak shall equal his active provisional quota or his basic quota plus his active provisional quota as the case may be.

(e) For any grower who holds a basic quota plus a contingency quota plus a provisional quota the farm mean peak shall equal his basic quota plus his active contingency quota plus his active provisional quota.

Industrial restriction factor

(3) The Central Board shall obtain from Mill Group Boards and its own resources the data necessary in order to enable the Sugar Association to determine from time to time an industrial restriction factor upon the basis of—

(a) the industrial sucrose quota, less the sucrose equivalent of—

(i) the estimates of growers referred to in clause 22 (2) (c) (i);

(ii) the estimates not exceeding 70 metric tons sucrose each, of all growers whose farm mean peaks reduced by an estimated restriction factor do not exceed 70 metric tons sucrose; and

(iii) cane permitted to be delivered in terms of the provisions of clause 35;

(b) the industrial total of all farm mean peaks which exceed 70 metric tons sucrose.

Delivery quota schedule

(4) Upon a basis comprising growers' farms mean peaks the application of the aforesaid restriction factor thereto, growers' cane estimates for the year and the distribution of shortfalls in estimates as compared with growers' delivery quotas, as provided for hereunder, there shall be prepared a delivery quota schedule for the purpose of controlling growers' deliveries within the limits of their delivery quotas or adjusted delivery quotas for the year concerned. Such schedule shall be prepared in accordance with such guiding rules as the Central Board may prescribe and shall reflect the position at 1 May of each year and thereafter at the date prescribed by the Central Board: Provided that the Central Board shall determine the date at which the final delivery quota schedule for the year shall be prepared and upon the basis of such final schedule the industrial restriction factor referred to in subclause (3) shall be finally determined for the year concerned. Such final schedule shall be subject to revision only as regards further possible shortfall distribution, unless otherwise determined by the Central Board.

(c) (i) Vir 'n kweker wie se grondtoekenning ingevolge klousule 20 vir die eerste keer in die Kwekers-register sonder 'n basiese kwota aangeteken word, is die gemiddelde plaasmaksimum elke jaar vir die tydperk van vier opeenvolgende jare wat begin met die eerste jaar waarin hy riet mag lewer, gelyk aan sy geskatte suikroreproduksie soos deur sy Meulgroepraad goedgekeur en is genoemde gemiddelde plaasmaksimum sy leweringskwota, ná welke tydperk sy gemiddelde plaasmaksimum bepaal moet word ingevolge paragraaf (b) van hierdie subklousule.

(ii) Vir 'n kweker wat 'n basiese sowel as 'n voorwaardelike kwota het, uitgesonderd 'n kweker in paragraaf (c) (i) bedoel, is die gemiddelde plaasmaksimum gelyk aan sy basiese kwota plus sy aktiewe voorwaardelike kwota.

(d) Vir 'n kweker wat 'n voorlopige kwota of 'n basiese kwota sowel as 'n voorlopige kwota het, is die gemiddelde plaasmaksimum gelyk aan sy aktiewe voorlopige kwota of sy basiese kwota plus sy aktiewe voorlopige kwota, na gelang van die geval.

(e) Vir 'n kweker wat 'n basiese kwota sowel as 'n voorwaardelike kwota sowel as 'n voorlopige kwota het, is die gemiddelde plaasmaksimum gelyk aan sy basiese kwota plus sy aktiewe voorwaardelike kwota plus sy aktiewe voorlopige kwota.

Nywerheidsbeperkingsfaktor

(3) Die Sentrale Raad moet van Meulgroeprade en uit sy eie hulpbronne die data verkry wat nodig is om die Suikervereniging in staat te stel om van tyd tot tyd 'n nywerheidsbeperkingsfaktor te bepaal op die basis van—

(a) die nywerheidsuikrorekwota min die suikrorekwivalent van—

(i) die skattings van kwekers in klousule 22 (2)

(c) (i) bedoel;

(ii) die skattings wat nie 70 metrieke ton suikrore elk oorskry nie, van alle kwekers wie se gemiddelde plaasmaksima verminder met 'n geskatte beperkingsfaktor nie 70 metrieke ton suikrore oorskry nie; en

(iii) riet wat ooreenkomstig die bepaling van klousule 35 gelewer kan word;

(b) die nywerheidstotaal van alle gemiddelde plaasmaksima wat 70 metrieke ton suikrore oorskry.

Staat van leweringskwotas

(4) Op 'n basis omvattende kwekers se gemiddelde plaasmaksima, die toepassing van voornoemde beperkingsfaktor daarop, kwekers se rietskattings vir die jaar en die verdeling van tekorte in skattings vergeleke met kwekers se leweringskwotas, soos hieronder daarvoor voorsiening gemaak word, word 'n staat van leweringskwotas opgestel met die doel om kwekers se lewerings binne die perke van hul leweringskwotas of aangepaste leweringskwotas vir die betrokke jaar te beheer. Sodanige staat word opgestel ooreenkomstig sodanige gidsreëls as wat die Sentrale Raad voorskryf, en weerspieël die posisie op 1 Mei van elke jaar en daarna op die datum deur die Sentrale Raad voorgeskryf: Met dien verstande dat die Sentrale Raad die datum moet bepaal waarop die finale staat van leweringskwotas vir die jaar opgestel moet word en dat op die basis van sodanige finale staat die nywerheidsbeperkingsfaktor in subklousule (3) bedoel, finaal vir die betrokke jaar vasgestel word. Sodanige finale staat is slegs wat die verdeling van verdere moontlike tekorte betref, aan hersiening onderworpe, tensy die Sentrale Raad anders bepaal.

Shortfall distribution

(5) (a) In such delivery quota schedule provision shall be made for a distribution of growers' shortfalls, being any excess of the delivery quotas over their estimates or actual deliveries. For the purpose of this subclause the shortfalls of growers concerned at each mill or group of mills that may be combined for the purposes of production control, shall in the first instance be dealt with on a sectional basis, that is to say: Shortfalls of White growers, including White miller-cum-planters, at a mill or group of mills that may be combined for purposes of production control, shall be reserved for distribution to such White growers and White miller-cum-planters in accordance with the method set out hereinafter; shortfalls of Indian growers at a mill or group of mills that may be combined for the purposes of production control, shall be reserved for distribution to such Indian growers in accordance with the method set out hereinafter; shortfalls of Black growers at a mill or group of mills that may be combined for the purposes of production control, shall be reserved for distribution to such Black growers in accordance with the method set out hereinafter; and shortfalls of Dunn's Reserve Mangete Growers at a mill or group of mills that may be combined for the purposes of production control, shall be reserved for distribution to such Dunn's Reserve Mangete Growers in accordance with the method set out hereinafter.

White growers

(b) The shortfalls of all White growers, including White miller-cum-planters, at a mill or group of mills that may be combined for the purposes of production control, shall be pooled and distributed by the Mill Group Board pro rata to the farm mean peaks of the remaining White growers (including White miller-cum-planters) whose estimates exceed their delivery quotas: Provided that if, after repeating this method of distribution, neither the shortfalls nor the surpluses are exhausted, the Mill Group Board may determine whether to continue with this method or to distribute any remaining shortfall pro rata to any remaining surpluses in one final calculation.

Indian growers

(c) The shortfalls of all Indian growers at a mill or group of mills that may be combined for the purposes of production control, shall be pooled by the Mill Group Board. The total shortfall shall thereafter be allocated to those Indian growers with surpluses whose delivery quotas are less than 70 metric tons of sucrose, pro rata to the farm mean peaks of such growers so as to bring their individual adjusted delivery quotas up to 70 metric tons of sucrose. Any shortfall remaining after the foregoing distribution has been completed, shall be distributed to all Indian growers with surplus cane pro rata to the farm mean peaks of the said growers with surpluses.

Black growers

(d) The shortfalls of all Black growers shall be distributed in accordance with the methods set out in the Group Quota Scheme for Black growers as determined by the Central Board and approved by the Sugar Association in consultation with the Minister, as provided in clause 23 (3).

Verdeling van tekorte

(5) (a) In so 'n staat van leweringskwotas word voorsiening gemaak vir die verdeling van kwekers se tekorte, wat die hoeveelheid is waarmee die leweringskwotas hulle skattings of werklike lewerings te bowe gaan. Vir die doel van hierdie subklousule word die tekorte van die betrokke kwekers by elke meul of groep meule wat vir produksiebeheerdoeleindes gekombineer mag wees, in die eerste instansie toegedeel op 'n seksionele basis, dit wil sê: tekorte van Blanke kwekers, insluitende Blanke meulenaar-cum-planters, by 'n meul, of groep meule wat vir produksiebeheerdoeleindes gekombineer mag wees, word gereserveer vir verdeling onder sodanige Blanke kwekers en Blanke meulenaar-cum-planters volgens die metode hieronder uiteengesit; tekorte van Indiërkwekers by 'n meul, of groep meule wat vir produksiebeheerdoeleindes gekombineer mag wees, word gereserveer vir verdeling onder sodanige Indiërkwekers volgens die metode hieronder uiteengesit; tekorte van Swart kwekers by 'n meul, of groep meule wat vir produksiebeheerdoeleindes gekombineer mag wees, word gereserveer vir verdeling onder sodanige Swart kwekers volgens die metode hieronder uiteengesit; en tekorte van Dunn's Reserve Mangete-kwekers by 'n meul, of groep meule wat vir produksiebeheerdoeleindes gekombineer mag wees, word gereserveer vir verdeling onder sodanige Dunn's Reserve Mangete-kwekers volgens die metode hieronder uiteengesit.

Blanke kwekers

(b) Die tekorte van alle Blanke kwekers, insluitende Blanke meulenaar-cum-planters, by 'n meul, of groep meule wat vir produksiebeheerdoeleindes gekombineer mag wees, word deur die Meulgroepraad verpoel en verdeel na verhouding van die gemiddelde plaasmaksima van die oorblywende Blanke kwekers (insluitende Blanke meulenaar-cum-planters), wie se skattings hul leweringskwotas oorskry: Met dien verstande dat, indien nóg die tekorte nóg die surplusse uitgewis is nadat hierdie verdelingmetode herhaal is, die Meulgroepraad kan besluit of hy met hierdie metode moet voortgaan dan wel of hy enige oorblywende tekort na verhouding van enige oorblywende surplusse in een finale berekening moet verdeel.

Indiërkwekers

(c) Die tekorte van alle Indiërkwekers by 'n meul, of groep meule wat vir produksiebeheerdoeleindes gekombineer mag wees, word deur die Meulgroepraad verpoel. Daarna word die totale tekort aan daardie Indiërkwekers met surplusse wie se leweringskwotas minder as 70 metrieke ton suikrose is, toegewys na verhouding van die gemiddelde plaasmaksima van sodanige kwekers ten einde hul individuele aangepaste leweringskwotas op 70 metrieke ton suikrose te staan te bring. Enige oorblywende tekort, nadat voornoemde verdeling gemaak is, word onder alle Indiërkwekers met surplusriet, verdeel na verhouding van die gemiddelde plaasmaksima van genoemde kwekers met surplusse.

Swart kwekers

(d) Die tekorte van alle Swart kwekers word verdeel volgens die metodes uiteengesit in die Groepkwotaskema vir Swart kwekers soos vasgestel deur die Sentrale Raad en goedgekeur deur die Suikervereniging in ooreenstemming met die Minister, soos bepaal in klousule 23 (3).

Mangete growers

(e) The shortfalls of all Dunn's Reserve Mangete Growers at a mill or group of mills that may be combined for the purposes of production control, shall be pooled by the Mill Group Board. The total shortfall shall thereafter be allocated to those Dunn's Reserve Mangete Growers with surpluses whose delivery quotas are less than 70 metric tons of sucrose, pro rata to the farm mean peaks of such growers so as to bring their individual adjusted delivery quotas up to 70 metric tons of sucrose. Any shortfall remaining after the foregoing distribution has been completed shall be available for distribution to all Dunn's Reserve Mangete Growers with surplus cane pro rata to the farm mean peaks of the said growers with surpluses.

Among sections

(f) Any net shortfall remaining in a section at any mill or group of mills combined for the purposes of production control, after all the available cane of that section has been accommodated, shall be distributed to the other sections referred to above at the same mill or group of mills combined for the purposes of production control, pro rata to the total farm mean peaks of such other sections and shall become part of the shortfall for distribution to those sections.

Re-distribution of shortfalls industrially

(6) Should the foregoing distribution of shortfalls result in the exhaustion of all surpluses for any mill group of growers concerned, the Mill Group Board shall report the remaining shortfall to the Central Board. The latter shall, after consultation with the Sugar Association, either cancel such shortfall outright or re-distribute the same among the remaining mill groups pro rata to their surpluses. Each mill group's share shall thereupon be distributed by the Mill Group Board concerned in terms of subclause (5).

Final estimates

(7) In order to enable such distribution shortfalls to be fulfilled by growers with surpluses during the crushing season concerned, every grower shall render to his Mill Group Board a final estimate as at the end of the September mill month or such other date as may be determined by the Central Board, when surpluses and shortfalls are to be finally established by the Mill Group Board for the year concerned.

Reduction of delivery quota

(8) (a) If, after allowing for a tolerance of 5 per cent on the remaining deliveries of any grower as from the end of the September mill month or such other date as may be determined by the Central Board, there is a shortfall in any grower's delivery during that year, including such tolerance, as compared with his final estimate rendered in terms of subclause (7) up to but not exceeding his seasonal delivery quota, the Central Board may reduce such grower's delivery quota in the next succeeding year by an amount not exceeding his shortfall in the previous year as determined above, provided, however, that where such a grower disposes of a portion or the whole of any quota held by him, the reduction shall be applied—

(i) against his successor where such successor acquires the whole of such grower's quota;

Mangete-kwekers

(e) Die tekorte van alle Dunn's Reserve Mangete-kwekers by 'n meul, of groep meule wat vir produksie-beheerdoeleindes gekombineer mag wees, word deur die Meulgroepraad verpoel. Die totale tekort word daarna aan daardie Dunn's Reserve Mangete-kwekers met surplusse wie se leweringskwotas minder as 70 metrieke ton suikrose is, toegewys na verhouding van die gemiddelde plaasmaksima van sodanige kwekers ten einde hul individuele aangepaste leweringskwotas op 70 metrieke ton suikrose te staan te bring. Enige oorblywende tekort, nadat voornoemde verdeling gemaak is, is beskikbaar vir verdeling onder alle Dunn's Reserve Mangete-kwekers met surplusriet, na verhouding van die gemiddelde plaasmaksima van genoemde kwekers met surplusse.

Onder seksies

(f) Enige oorblywende netto tekort in 'n seksie by enige meul, of groep meule wat vir produksiebeheerdoeleindes gekombineer mag wees, nadat al die beskikbare riet van daardie seksie opgeneem is, word onder die ander seksies hierbo genoem, by dieselfde meul, of groep meule wat vir produksiebeheerdoeleindes gekombineer mag wees, verdeel na verhouding van die totale gemiddelde plaasmaksima van sodanige ander seksies en maak dan deel uit van die tekort vir verdeling aan daardie seksies.

Herverdeling van tekorte in nywerheid

(6) Indien die voorgaande verdeling van tekorte sou meebring dat al die surplusse vir 'n betrokke meul-groepkwekers uitgewis raak, moet die Meulgroepraad die oorblywende tekort aan die Sentrale Raad rapporteer. Laasgenoemde moet dan, na oorlegpleging met die Suikervereniging, of sodanige tekort subiet kanselleer of dit onder die oorblywende meulgroep na verhouding van hul surplusse herverdeel. Elke meulgroep se aandeel word daarna ingevolge subklousule (5) deur die betrokke Meulgroepraad verdeel.

Finale skattings

(7) Ten einde dit moontlik te maak dat sodanige verdeelde tekorte vervul word deur kwekers wat oorskotte gedurende die betrokke persseisoen het, moet elke kweker 'n finale skatting soos aan die einde van die September-meulmaand of dié ander datum wat deur die Sentrale Raad bepaal word, by sy Meulgroepraad indien, wanneer surplusse en tekorte finaal deur die Meulgroepraad vir die betrokke jaar vasgestel moet word.

Verlaging van leweringskwota

(8) (a) Indien daar, nadat voorsiening gemaak is vir 'n speling van 5 persent ten opsigte van die oorblywende lewerings van 'n kweker vanaf die einde van die September-meulmaand of die ander datum wat deur die Sentrale Raad bepaal word, 'n tekort in 'n kweker se lewerings gedurende die jaar is, insluitende sodanige speling, vergeleke met sy finale skatting kragtens subklousule (7) ingedien, tot gelyk aan maar nie meer nie as sy seisoensleweringskwota, kan die Sentrale Raad sodanige kweker se leweringskwota in die daaropvolgende jaar verlaag met 'n hoeveelheid wat nie sy tekort in die vorige jaar, soos hierbo vasgestel, te bowe gaan nie, met dien verstande egter dat, waar sodanige kweker die hele kwota of 'n gedeelte van die kwota wat hy het, wegmaak, die verlaging toegepas word—

(i) teen sy opvolger, waar sodanige opvolger die hele kwota van die betrokke kweker bekom;

- (ii) where two or more growers purchase between them such grower's quota, against such grower's successors pro rata to their quotas so purchased; or
- (iii) where such grower retains a portion of the quota, against such grower and his successor pro rata to the quota retained by such grower and the quota purchased by such successor.

Reduction of sucrose quota during restriction

(b) The total quota of any grower who in each of four consecutive years fails to fulfil the delivery quota allocated to him shall be subject to review by the Central Board, which may reduce the total quota of the grower concerned to a tonnage equivalent to the highest delivery of sucrose made by the grower during any one year of the four consecutive years concerned.

Protection afforded when deliveries inadvertently curtailed

(c) No grower whose delivery quota allocation has been curtailed by his Mill Group Board in the belief that his total deliveries had sufficed to meet the limit of his delivery quota in any year shall be penalised for under-deliveries to the mill as determined at the end of the year concerned. If it should be found that such curtailment of a grower's delivery allocation has had the effect of his delivering less than the limit of his delivery quota in any year, he shall be entitled to have the shortfall added to his delivery quota as determined for him by his Mill Group Board in the following year.

Special delivery allocations

(9) (a) After notifying the Central Board, Mill Group Boards may make delivery allocations to growers at any time to secure the reasonably prompt delivery of cane damaged by frost, fire, drought, flood, pest or disease. Where, however, such allocation causes any grower's deliveries to exceed or whenever for any other reason a grower's deliveries exceed, his delivery quota or adjusted delivery quota, the amount of such excess deliveries shall be deductible from his delivery quota or adjusted delivery quota in the next succeeding year and, if necessary, in the year following, until the amount of such excess has been liquidated.

Payment for over-deliveries

(b) Notwithstanding anything to the contrary contained in clauses 42 and 46, but subject to paragraph (c), if a grower's deliveries of cane exceed his delivery quota or adjusted delivery quota by more than 0,5 per cent or 10 tons of cane, whichever is the greater, payment for all cane delivered by him in excess of his delivery quota or adjusted delivery quota shall be made in two instalments; a sum equal to the reasonable costs incurred by him in cutting, loading and transporting the amount of such excess cane, as certified by his Mill Group Board, shall be paid to him by the miller in the usual manner, and the balance shall be paid by the Sugar Association to him in one sum of money, free of interest, on 31 August following the year in which such excess delivery was made. The sums comprising the balance due to such grower shall be paid by the miller and the Central Board to the Sugar Association as and when they become payable to the

(ii) waar twee of meer kwekers gesamentlik die betrokke kweker se kwota aankoop, teen sodanige opvolgers van die betrokke kweker na verhouding van hul kwotas aldus aangekoop; of

(iii) waar sodanige kweker 'n gedeelte van die kwota behou, teen die betrokke kweker en sy opvolger na verhouding van die kwota behou deur die betrokke kweker en die kwota deur sodanige opvolger aangekoop.

Verlaging van suikrosekquota gedurende beperking

(b) Die totale kwota van 'n kweker wat in elk van vier opeenvolgende jare in gebreke bly om die leweringskwota te vervul wat aan hom toegeken is, is onderworpe aan hiersiening deur die Sentrale Raad, wat die totale kwota van die betrokke kweker kan verlaag tot 'n tonnemaat gelyk aan die hoogste suikroselewering wat die kweker gedurende enige van die betrokke vier opeenvolgende jare gedoen het.

Beskerming verleen wanneer lewerings onopsetlik besnoei is

(c) Geen kweker wie se leweringskwotatoekenning deur sy Meulgroepraad besnoei is in die oortuiging dat sy totale lewerings genoegsaam was om aan die perk van sy leweringskwota in enige jaar te voldoen, word gepenaliseer vir kortlewerings aan die meul soos aan die einde van die betrokke jaar bepaal nie. Indien gevind sou word dat sodanige besnoeiing van 'n kweker se leweringstoekenning die uitwerking gehad het dat hy minder gelewer het as die perk van sy leweringskwota in enige jaar, is hy daartoe geregtig om die tekort by sy leweringskwota, soos vir hom deur sy Meulgroepraad in die volgende jaar bepaal, bygetel te kry.

Spesiale leweringstoekenning

(9) (a) Meulgroeprade kan te eniger tyd, na kennisgewing aan die Sentrale Raad leweringstoekenning aan kwekers doen om te verseker dat riet wat deur ryp, brande, droogtes, oorstromings, plaie of siektes beskadig is, redelik stip gelewer word. Waar sodanige toekenning egter veroorsaak dat 'n kweker se lewerings sy leweringskwota of aangepaste leweringskwota te bowe gaan, of wanneer 'n kweker se lewerings om enige ander rede sy leweringskwota of aangepaste leweringskwota te bowe gaan, word sodanige oormaat afgetrek van sy leweringskwota of aangepaste leweringskwota in die eersvolgende jaar en, indien nodig, in die daaropvolgende jaar, totdat sodanige oormaat uitgewis is.

Betaling vir riet te veel gelewer

(b) Indien 'n kweker se rietlewerings sy leweringskwota of aangepaste leweringskwota met meer as 0,5 persent of 10 ton riet te bowe gaan, watter ook al die grootste is, moet betaling vir alle riet wat hy meer as sy leweringskwota of aangepaste leweringskwota lewer, ondanks enige andersluidende bepalings vervat in klousules 42 en 46, maar behoudens paragraaf (c) in twee paalemente geskied; 'n bedrag gelyk aan die redelike koste deur hom aangegaan vir die kap, oplaai en vervoer van sodanige oormaatriet, soos deur sy Meulgroepraad gesertifiseer, moet deur die meulenaar op die gebruikelike manier aan hom betaal word, en die Suikervereniging moet die saldo in een bedrag, sonder rente, op 31 Augustus wat volg op die jaar waarin sodanige oormaatlewering gedoen is, aan hom betaal. Die bedrae waaruit die saldo wat aan die kweker verskuldig is, bestaan, moet deur die meulenaar en die Sentrale Raad aan die Suikervereniging betaal word wanneer dit ook

grower in terms of clause 46 and Schedule D, and by the Sugar Association to the grower as provided in this paragraph.

(c) If it is satisfied that a grower's deliveries of cane which exceed his delivery quota or adjusted delivery quota, as provided in paragraph (b), were caused by circumstances beyond such grower's control, the Central Board may exclude the whole or part of such grower's excess deliveries from the operation of paragraph (b).

Additional delivery permits for pest control

(d) Notwithstanding anything to the contrary contained in the Agreement, the Sugar Association may, with the approval of the Minister, make rules to enable additional cane to be delivered to mills by specific growers during years when control of production is in operation in order to control the spread of cane pests or diseases which in the opinion of the Sugar Association constitute a sufficient threat to the Industry. The rules framed under this subclause may provide, *inter alia*, for—

(i) special prices to be paid to growers and millers for the cane delivered and processed by them and for the sugar produced therefrom;

(ii) the delivery of the cane concerned to the mills by the affected growers without prejudice to their delivery quotas or adjusted delivery quotas in subsequent years;

(iii) the purchase and sale of sugar manufactured from such cane; and

(iv) the exclusion of such deliveries of cane and sucrose from the operation of all or any of the provisions of the Agreement.

Quota Review Committee

(10) (a) The Sugar Association may appoint a Quota Review Committee ("the Committee") comprising two grower and two miller members and a representative of the Sugar Association, as convener, to consider and decide cases where, in the opinion of the Committee, the application of the provisions of this clause would create an inequity.

(b) The Committee shall have the power to call for relevant evidence and records in the possession of the Central Board or any other person or body bound by the provisions of this Agreement. The decision of the majority of the Committee shall be final.

(c) The Committee may determine that a grower be allocated an additional contingency quota or an additional delivery quota in a particular year or years, and the Central Board or Mill Group Board concerned shall give effect thereto.

Modification in respect of T.S.B. Growers, and General modification

(11) (a) The provisions of this Agreement shall apply to growers attached to T.S.B. in the Growers' Register except insofar as they are modified by the provisions of Part I of Schedule E to this Agreement, but such modification shall cease to apply as from 1 May 1979.

(b) During the year commencing 1 May 1979 the provisions of this Agreement shall apply to all growers, millers and refiners except insofar as they are modified by the provisions of Part II of Schedule E to this Agreement.

al ingevolge klousule 46 en Bylae D aan die kweker, en soos in hierdie paragraaf bepaal deur die Suikervereniging aan die kweker, betaal moet word.

(c) Indien die Sentrale Raad oortuig is dat 'n kweker se rietleweringe wat sy leweringe kwota of sy aangepaste leweringe kwota oorskry, soos bepaal in paragraaf (b), veroorsaak is deur omstandighede buite sodanige kweker se beheer, kan die Sentrale Raad die geheel of 'n gedeelte van sodanige kweker se oormaatleweringe van die werking van paragraaf (b) uitsluit.

Bykomende leweringe permitte vir plaagbeheer

(d) Ondanks andersluidende bepalings in die Ooreenkoms vervat, kan die Suikervereniging, met die goedkeuring van die Minister, reëls voorskryf om gedurende jare wanneer produksiebeheer toegepas word, die lewering van bykomende riet aan meule deur bepaalde kwekers moontlik te maak ten einde die verspreiding van rietplae of -siektes wat na die mening van die Suikervereniging 'n wesenlike bedreiging vir die nywerheid inhou, te bekamp. Die reëls wat kragtens hierdie subklousule opgestel word, kan, onder andere, voorsiening maak vir—

(i) die betaling van spesiale pryse aan kwekers en meulenaars vir die riet deur hulle gelewer en verwerk, en vir die suiker wat daaruit geproduseer is;

(ii) die lewering van sodanige riet aan die meule deur die betrokke kwekers sonder om afbreuk te doen aan hul leweringe kwotas of aangepaste leweringe kwotas in die daaropvolgende jare;

(iii) die koop en verkoop van suiker wat van sodanige riet vervaardig is; en

(iv) die uitsluiting van sodanige suikro- en rietleweringe van die werking van alle of enige van die bepalings van die Ooreenkoms.

Kwotahersieningskomitee

(10) (a) Die Suikervereniging kan 'n Kwotahersieningskomitee ("die Komitee") wat bestaan uit twee kwekers- en twee meulenaarlede, en 'n verteenwoordiger van die Suikervereniging as sameroeper, aanstel om gevalle te oorweeg en te beslis waar, na die mening van die Komitee, die toepassing van die bepalings van hierdie klousule 'n onbillikheid sou veroorsaak.

(b) Die Komitee is daartoe bevoeg om toepaslike getuienis en rekords aan te vra wat in besit is van die Sentrale Raad of van 'n ander persoon of liggaam wat deur die bepalings van hierdie Ooreenkoms gebind word. Die meerderheidsbesluit van die Komitee is finaal.

(c) Die Komitee kan bepaal dat aan 'n kweker 'n bykomende voorwaardelike of 'n bykomende leweringe kwota in 'n bepaalde jaar of jare toegeken word, en die Sentrale Raad of die betrokke Meulgroepraad moet uitvoering daaraan gee.

Wysiging t.o.v. T.S.B.-kwekers en algemene wysigings

(11) (a) Die bepalings van hierdie Ooreenkoms is van toepassing op die kwekers verbonde aan die T.S.B.-meul in die Kwekersregister behalwe in soverre sodanige bepalings deur die bepalings van Deel I van Bylae E van hierdie Ooreenkoms gewysig is maar sodanige wysigings sal vanaf 1 Mei 1979 nie langer van toepassing wees nie.

(b) Gedurende die jaar wat op 1 Mei 1979 begin, is die bepalings van hierdie Ooreenkoms van toepassing op alle kwekers, meulenaars en raffineerders, behalwe in soverre sodanige bepalings deur die bepalings van Deel II van Bylae E van die Ooreenkoms, gewysig is.

(12) For the purpose of restrictive control of production in terms of this clause, the Central Board may determine any matter not specifically provided for and generally frame rules of procedure for the better carrying out of the foregoing provisions and the provisions of Schedule E to this Agreement.

Black growers' quotas

23. (1) The quotas of Black growers shall be segregated from those of Indian and Coloured growers, and the Central Board may segregate Black growers holding their land in freehold or leasehold from those holding their land in Reserves and locations under the Trust Laws.

Black Advisory Committee

(2) Where the miller and the Black growers attached to him in the Growers' Register deem it advisable, a Black Advisory Committee representing both parties may be established as a subsidiary body of the Mill Group Board in order to assist it in carrying out its functions as related to the Black growers concerned.

Black control of production

(3) The Central Board shall have power to determine a quota scheme, including a method of control of production to fit in with the provisions of clause 22, for any group of Black growers as may be agreed to by the Sugar Association in consultation with the Minister. For the purposes of such scheme the Central Board shall have power to make the necessary rules and regulations varying the method of control of production as provided in clause 22.

Black group quotas

(4) Should the Department of Agriculture and Forestry, kwa-Zulu, or the KaNgwane Government Service, KaNgwane in terms of any quota scheme that may be determined under subclause (3), agree to undertake the control and administration of a group quota, formed in whole or in part of quota utilised by the Central Board in terms of subclause (5), for any group of Black growers in the Reserves and Locations, attached, or by virtue of such group quota to become attached, to a particular mill in the Growers' Register, there shall be established such group quota, upon the basis of the individual basic and contingency quotas of the participant growers concerned and their past performance, and the mass of basic or contingency quota utilised by the Central Board as aforesaid, and upon such rules and regulations as may be determined by the Central Board with the approval of the Sugar Association and the said Department or Government Service as the case may be: Provided that production in respect of such group quota shall be subject to yearly control within the limits of such quota as adjusted by the application of the industrial restriction factor referred to in clause 22 (3) as long as control of production is in force in terms of clause 22.

Black quotas held in trust

Cancellation and reinstatement of quotas

(5) Quotas recorded in the names of Black growers, which quotas have been suspended or cancelled in terms of clause 33, shall be recorded in the Growers' Register as being held in the name of the Central Board in trust for the Black section attached for quota purposes to the respective mill or mills to which such growers were attached, and shall thereafter cease to be

(12) Vir beperkende produksiebeheerdoeleindes ingevolge hierdie klousule kan die Sentrale Raad enige saak beslis waarvoor daar nie spesifiek voorsiening gemaak is nie en in die algemeen prosedurereëls vir die doeltreffender toepassing van voorgaande bepalings en van die bepalings van Bylae E van hierdie Ooreenkoms formuleer.

Swart kwekers se kwotas

23. (1) Die kwotas van Swart kwekers moet geskei word van dié van Indiër- en Kleurlingkwekers, en die Sentrale Raad kan Swart kwekers wat hulle grond in vrye besit of in huurbesit het, skei van dié wat grond in reservate en lokasies ingevolge die Trustwette besit.

Swart Raadgewende Komitee

(2) Waar die meulenaar en die Swart kwekers wat in die Kwekersregister aan hom verbonde is, dit raadzaam ag, kan 'n Swart Raadgewende Komitee, wat albei partye verteenwoordig, as aanvullende liggaam van die Meulgroepraad ingestel word om hom behulpzaam te wees by die vervulling van sy funksies met betrekking tot die betrokke Swart kwekers.

Produksiebeheer vir Swart kwekers

(3) Die Sentrale Raad is daartoe bevoeg om 'n kwotaskema, met inbegrip van 'n produksiebeheermetode wat met die bepalings van klousule 22 strook, vas te stel vir enige groep Swart kwekers soos waartoe die Suikervereniging in oorleg met die Minister ooreengekom. Vir die toepassing van so 'n skema is die Sentrale Raad daartoe bevoeg om die nodige reëls en regulasies op te stel ter verandering van die produksiebeheermetode soos in klousule 22 bepaal word.

Groepkwotas vir Swart kwekers

(4) Indien die Departement van Landbou en Bosbou, kwaZulu, of die KaNgwane-Regeringsdiens, KaNgwane instem om kragtens 'n kwotaskema wat ingevolge subklousule (3) vasgestel word, 'n groepkwota wat in die geheel of gedeeltelik saamgestel is uit kwotas deur die Sentrale Raad ingevolge subklousule (5) gebruik, te beheer en te administreer vir 'n groep Swart kwekers in die reservate en lokasies wat aan 'n bepaalde meul in die Kwekersregister genoem, verbonde is of uit hoofde van sodanige groepkwota verbind sal word, moet sodanige groepkwota die individuele basiese en voorwaardelike kwotas van die betrokke deelnemende kwekers en hulle vorige prestasies, en die massa van die basiese en voorwaardelike kwotas wat, soos voormeld, deur die Sentrale Raad gebruik word, en ooreenkomstig sodanige reëls en regulasies as wat deur die Sentrale Raad met die goedkeuring van die Suikervereniging en genoemde Departement of Regeringsdiens, na gelang van die geval, bepaal word: Met dien verstande dat produksie ten opsigte van so 'n groepkwota onderworpe is aan jaarlikse beheer binne die perke van sodanige kwota soos aangepas deur die toepassing van die nywerheidsbeperkingsfaktor vermeld in klousule 22 (3) solank as wat produksiebeheer ingevolge klousule 22 toegepas word.

Kwotas van Swart kwekers wat in trust gehou word *Kansellering en herinstelling van kwotas*

(5) Kwotas wat op naam van Swart kwekers aangeteken is en ingevolge klousule 33 opgeskort of gekanselleer is, moet in die Kwekersregister aangeteken word as kwotas wat op naam van die Sentrale Raad in trust gehou word vir die Swart seksie wat vir kwotadoeleindes verbonde is aan die onderskeie meul of meule waaraan sodanige kwekers verbonde was, en is

governed by the further provisions of clause 33. The quota so held in trust may be reinstated by the Central Board in favour of the holder thereof at the time of suspension or cancellation or may be utilised by the Central Board to increase the quota of any Black grower or to create new quotas in favour of new Black growers or to form the whole or part of a group quota or group quotas established in terms of subclause (4) at the said mill or mills: Provided that, during a period when control of production, in accordance with the provisions of clause 22 is in operation, no contingency quota held in the name of the Central Board in trust for any Black section shall be reinstated or utilised by the Central Board to increase a quota or to create a new quota or to form the whole or part of a group quota or group quotas as aforesaid. No allocation shall be made to Black growers in terms of this subclause, whether by way of reinstatement, increase of an existing quota, creation of a new quota or to form the whole or part of a group quota, unless such allocation has been recommended by the Minister of Agriculture and Forestry, kwaZulu, or the KaNgwane Government Service, KaNgwane. Any basic quota recorded in the name of the Central Board in trust for a Black section, which has not been allocated as provided for above, shall be regarded as part of the shortfall of the Black section concerned and shall be available for distribution, in accordance with the provisions of clause 22 (5) (d).

Mill Group Boards establishment

24. (1) As from the date of publication of this Agreement there shall be established for each mill, other than Umfolozi and Union Co-op., a Mill Group Board, representing the miller and the growers concerned: Provided—

(a) that such Mill Group Board may be established for more than one mill owned by the same miller;

(b) that the Nkweleni Growers as listed in the Growers' Register shall be entitled to have their own Mill Group Board with or without miller representation;

(c) that Umfolozi and Union Co-op. shall be entitled to carry out the functions of the Mill Group Board in respect of the Umfolozi and Union Co-op. mills and the growers concerned; and

(d) that any Mill Group Board in existence on the date of commencement of this Agreement shall be deemed to have been established in terms of this clause.

Appointment of members

(2) The grower representatives on the Mill Group Board shall be appointed by the White growers concerned, unless otherwise determined by the Central Board; the miller representatives shall be appointed by the miller concerned; and any dispute regarding the number, or appointment, of members, or the representation of growers or the miller on the Mill Group Board, or any other matter affecting its establishment or operation, shall be determined by the Central Board.

Vacancies

(3) Mill Group Board members shall be appointed annually in the month of April and, if not replaced during April of the following year, shall hold office until replaced by newly-appointed members. Casual

daarna nie aan die verdere bepalings van klousule 33 onderworpe nie. Die kwota wat aldus in trust gehou word, kan deur die Sentrale Raad ten gunste van die besitter daarvan ten tyde van die opskorting of kansellering, heringestel word of dit kan deur die Sentrale Raad gebruik word om die kwota van 'n Swart kweker te verhoog of om nuwe kwotas ten gunste van nuwe Swart kwekers in te stel of om 'n groepkwota of groepkwotas in die geheel of gedeeltelik te vorm wat ingevolge subklousule (4) by genoemde meul of meule ingestel is: Met dien verstande dat gedurende 'n tydperk wanneer produksiebeheer ooreenkomstig die bepalings van klousule 22 toegepas word, geen voorwaardelike kwota wat op naam van die Sentrale Raad vir 'n Swart seksie in trust gehou word, deur die Raad heringestel of gebruik moet word om 'n kwota te verhoog of 'n nuwe kwota te skep of 'n groepkwota of groepkwotas in die geheel of gedeeltelik te vorm nie soos voormeld. Geen toekenning word ingevolge hierdie subklousule aan Swart kwekers gedoen nie, hetsy by wyse van herinstelling, verhoging van 'n bestaande kwota of skepping van 'n nuwe kwota of die vorming van 'n groepkwota in sy geheel of gedeeltelik, tensy sodanige toekenning deur die Minister van Landbou en Bosbou, kwaZulu, of die KaNgwane-Regeringsdiens, KaNgwane, aanbeveel is. 'n Basiese kwota wat op naam van die Sentrale Raad in trust vir 'n Swart seksie aangeteken is en wat nie toegeken is soos hierbo bepaal nie, moet beskou word as deel van die tekort van die betrokke Swart seksie en is vir verdeling ooreenkomstig die bepalings van klousule 22 (5) (d) beskikbaar.

Meulgroepade, instelling

24. (1) Met ingang van die datum van publikasie van hierdie Ooreenkoms word daar vir elke meul, uitgesonderd Umfolozi en Union Co-op., 'n Meulgroepraad ingestel wat die betrokke meulenaar en kwekers verteenwoordig: Met dien verstande—

(a) dat so 'n Meulgroepraad vir meer as een meul wat deur dieselfde meulenaar besit word, ingestel kan word;

(b) dat die Nkweleni-kwekers, soos in die Kwekersregister aangeteken, daartoe geregtig is om hul eie Meulgroepraad met of sonder meulenaarsverteenvoording te hê;

(c) dat Umfolozi en Union Co-op. daartoe geregtig is om die funksies van 'n Meulgroepraad met betrekking tot die Umfolozi- en Union Co-op.-meule en die betrokke kwekers te vervul; en

(d) dat 'n Meulgroepraad wat op die datum van inwerkingtreding van hierdie Ooreenkoms bestaan, geag word kragtens hierdie klousule ingestel te gewees het.

Aanstelling van lede

(2) Die kwekersverteenvoordigers in die Meulgroepraad word deur die betrokke Blanke kwekers aangestel, tensy anders deur die Sentrale Raad bepaal word; die meulenaarsverteenvoordigers word deur die betrokke meulenaar aangestel; en enige geskil met betrekking tot die aantal lede, of die aanstelling van lede, of die verteenwoordiging van kwekers of die meulenaar in die Meulgroepraad, of enige ander aangeleentheid rakende die instelling of werking daarvan, word deur die Sentrale Raad beslis.

Vakatures

(3) Meulgroepraadslede word jaarliks gedurende Aprilmaand aangestel en, indien hulle nie gedurende April van die volgende jaar vervang word nie, beklee hulle hul amp totdat hulle deur nuut-aangestelde lede

vacancies on the Mill Group Board may be filled, or alternate members appointed, by the growers and the miller concerned.

Decisions

(4) All questions for decision shall be decided by a majority of the members present at a properly constituted meeting of the Mill Group Board, which shall appoint its own Chairman and Secretary and have power to formulate its own rules of procedure.

Guiding rules

(5) The Central Board may issue guiding rules and regulations for the establishment of Mill Group Boards by growers and millers, and the conduct of the affairs of such Mill Group Boards. Where a Mill Group Board is not operative or fails to carry out its functions, the miller concerned shall carry out any such functions as may be required by the Central Board, which shall have power to determine any question or dispute between a Mill Group Board and a miller or any subsidiary body of each Mill Group Board in regard to matters for which no specific provision is made in the Agreement.

Expenses

(6) The ordinary expenses of Mill Group Boards and their subsidiary bodies shall be financed locally in such a manner as may be agreed upon by the growers and the millers concerned. The extraordinary expenses of Mill Group Boards incurred at the instance of the Sugar Association or the Central Board shall be paid by the Sugar Association or the Central Board as the case may be, at such rate or rates as may be determined by the Sugar Association from time to time.

Establishment of Indian or Coloured Board as subsidiary to M.G.B.

25. (1) Where the miller and the Indian or Coloured growers attached to him in the Growers' Register deem it advisable, a Board representing both parties may be established as a subsidiary body of the Mill Group Board, in order to deal with the said growers' estimates of production for and on behalf of the Mill Group Board and generally assist it in the carrying out of its functions as related to such growers, subject, however, to its direction and approval.

Appointments

(2) The members of the said subsidiary Board shall be appointed annually in the month of April by the growers and the miller concerned, and if not replaced during April of the following year, shall hold office until replaced by newly appointed members. Casual vacancies on the subsidiary Board may be filled, or alternate members appointed, by the same appointing authorities.

(3) Any subsidiary Board in existence on the date of commencement of this Agreement, shall be deemed to have been established in terms of this clause.

Duties of Mill Group Boards

Estimates

26. (1) It shall be the duty of the Mill Group Board to take out yearly estimates of production by all growers at the beginning of the crushing season and at regular intervals thereafter, to translate such estimates into sucrose where necessary, to advise the growers and the miller concerned on estimates and

vervang word. Toevallige vakatures in die Meulgroepraad kan gevul word, of plaasvervangende lede aangestel word, deur die betrokke kwekers en meulenaar.

Besluite

(4) Alle sake waaroor besluit moet word, word beslis deur 'n meerderheid van die lede teenwoordig op 'n behoorlik saamgestelde vergadering van die Meulgroepraad, wat sy eie voorsitter en sekretaris aanstel en daartoe bevoeg is om sy eie prosedurereëls op te stel.

Gidsreëls

(5) Die Sentrale Raad kan gidsreëls en -regulasies uitreik vir die instelling van Meulgroeprade deur kwekers en meulenaars en vir die bestuur van die sake van sulke Meulgroeprade. Waar 'n Meulgroepraad nie in werking is nie of nalaat om sy funksies te vervul, moet die betrokke meulenaar enige sodanige funksies vervul as wat vereis word deur die Sentrale Raad, wat daartoe bevoeg is om enige geskil of dispuut tussen 'n Meulgroepraad en 'n meulenaar of 'n aanvullende liggaam van elke Meulgroepraad met betrekking tot sake waarvoor nie spesifiek voorsiening in die Ooreenkoms gemaak word nie, te besleg.

Uitgawes

(6) Die gewone uitgawes van die Meulgroeprade en hul aanvullende liggame word plaaslik gefinansier op sodanige wyse as waartoe deur die betrokke kwekers en meulenaars ooreengekom word. Die buitengewone uitgawes wat Meulgroeprade op versoek van die Suikervereniging of die Sentrale Raad aangaan word deur of die Suikervereniging of die Sentrale Raad betaal, na gelang van die geval, teen sodanige koers of koerse as wat van tyd tot tyd deur die Suikervereniging bepaal word.

Instelling van Indiër- of Kleurlingraad ter aanvulling van M.G.R.

25. (1) Waar die meulenaar en die Indiër- of Kleurlingkwekers wat in die Kwekersregister aan hom verbonde is, dit gerade ag, kan 'n Raad, wat albei partye verteenwoordig, ingestel word as 'n aanvullende liggaam van die Meulgroepraad om vir en namens laasgenoemde Raad met genoemde kwekers se produksieskattings te handel en hom oor die algemeen met die vervulling van sy funksies met betrekking tot sulke kwekers behulpsaam te wees, dog onderworpe aan die leiding en goedkeuring van die Meulgroepraad.

Aanstellings

(2) Die lede van genoemde aanvullende Raad word jaarliks gedurende Aprilmaand deur die betrokke kwekers en meulenaar aangestel, en indien hulle nie gedurende April van die volgende jaar vervang word nie, bekleed hulle hul amp totdat hulle deur nuutaangestelde lede vervang word. Toevallige vakatures in die aanvullende Raad kan gevul word, of plaasvervangende lede aangestel word, deur dieselfde aanstellende instansies.

(3) 'n Aanvullende Raad wat op die datum van inwerkingtreding van hierdie Ooreenkoms bestaan, word geag kragtens hierdie klousule ingestel te gewees het.

Pligte van Meulgroeprade, skatting

26. (1) Dit is die plig van die Meulgroepraad om jaarliks aan die begin van die persseisoen en by gereelde tussenpose daarna produksieskattings ten aansien van alle kwekers te maak; om die skattings waar nodig in suikrose om te reken; om die betrokke kwekers en meulenaar te adviseer met betrekking tot skattings

questions of rateable delivery as provided for by clause 41, to advise the Central Board on these matters and other matters relating to the provisions of the Agreement as may be required from time to time and to carry out such other duties, or exercise such powers, as are elsewhere provided for in this Agreement.

(2) Millers shall not be liable for incorrect estimates made by Mill Group Boards.

(3) The Central Board Cane Testing Service referred to in clause 48 shall furnish Mill Group Boards with particulars of growers' deliveries as may be required and where such service is not operative the miller shall furnish the required information.

(4) Subject to the provisions of clause 29, any dispute regarding estimates or rateable deliveries, or truck allocations by the miller, shall be decided by the Mill Group Board, and where such Mill Group Board is not operative, by the Central Board.

Determination of rateable deliveries

(5) The Mill Group Board may, subject to the miller's approval—

(a) determine the rateable delivery of estimates over the crushing season; and

(b) arrange for the grouping of growers for purposes of sharing rateable deliveries or truck allocations, provided that the growers concerned are willing to co-operate in this manner for any year and that other parties are not prejudiced thereby.

Rules re estimating

(6) The Mill Group Board may, after consultation with the growers and miller concerned, and subject to the provisions of this Agreement, determine rules for the taking out of cane estimates and the better carrying out of its functions and duties under the provisions of this Agreement.

Supplying information

27. (1) Each miller shall supply to the Mill Group Board established for his mill all information reasonably necessary for such Mill Group Board to perform the functions set out in this Agreement.

Annual survey of cane production

(2) Each grower and miller-cum-planter shall supply to the Mill Group Board concerned or the miller acting in its stead, by 31 March of each year, the following information in order to enable such Boards to perform their functions as set out in clause 26:

(a) Area of quota land reaped and metric tons of cane harvested therefrom in the year concerned;

(b) estimated area of quota land to be reaped and metric tons of cane capable of being harvested therefrom in the forthcoming year;

(c) estimated area of quota land—

(i) under cane cultivation as at 30 April;

(ii) to be planted to cane during the forthcoming year; and

(iii) to be used for purposes other than cane cultivation during the forthcoming year.

en sake rakende eweredige lewering ooreenkomstig klousule 41; om die Sentrale Raad te adviseer aangaande hierdie aangeleenthede en ander aangeleenthede met betrekking tot die bepalings van die Ooreenkoms, soos van tyd tot tyd vereis mag word; en om sodanige ander pligte uit te voer en bevoegdhede uit te oefen as waarvoor elders in hierdie Ooreenkoms voorsiening gemaak word.

(2) Meulenaars is nie aanspreeklik vir foutiewe skatting wat deur Meulgroeprade gemaak word nie.

(3) Die Sentrale Raad se Riettoetsdiens in klousule 48 bedoel, voorsien die Meulgroeprade van besonderhede in verband met kwekers se lewerings wat verlang mag word, en waar so 'n diens nie in werking is nie, verstrek die meulenaar die besonderhede.

(4) Behoudens die bepalings van klousule 29, word enige geskil aangaande skattings en/of eweredige lewerings, of aangaande troktoewysings wat die meulenaar gedoen het, deur die Meulgroepraad, of, waar so 'n Raad nie in werking is nie, deur die Sentrale Raad besleg.

Vasstelling van eweredige lewerings

(5) Die Meulgroepraad kan, behoudens goedkeuring van die meulenaar—

(a) die eweredige lewerings van skattings oor die persseisoen vasstel; en

(b) reëlins tref vir die groepering van kwekers met die oog daarop dat hulle eweredige lewerings of troktoewysings moet deel, mits die betrokke kwekers gewillig is om op hierdie wyse vir enige jaar saam te werk, en ander partye nie daardeur benadeel word nie.

Reëls in verband met skatting

(6) Die Meulgroepraad kan, na oorlegpleging met die betrokke kwekers en meulenaar en behoudens die bepalings van hierdie Ooreenkoms, reëls vasstel vir die maak van rietskattings en die doeltreffender vervulling van sy funksies en pligte ingevolge die bepalings van hierdie Ooreenkoms.

Verstreking van inligting

27. (1) Elke meulenaar verstrekk aan die Meulgroepraad wat vir sy meul ingestel is, alle inligting wat redelikerwyse vir sodanige Meulgroepraad nodig is om die funksies te vervul wat in hierdie Ooreenkoms uiteengesit is.

Jaarlikse opname van rietproduksie

(2) Elke kweker en meulenaar-cum-planter verstrekk teen 31 Maart van elke jaar aan die betrokke Meulgroepraad of die meulenaar wat in die plek daarvan optree, die volgende inligting ten einde sodanige Rade in staat te stel om hul funksies soos in klousule 26 hiervan uiteengesit, te vervul:

(a) Oppervlakte kwotagrond ge-oes en metrieke ton riet daarop ingesamel gedurende die betrokke jaar;

(b) geskatte oppervlakte kwotagrond wat in die komende jaar ge-oes gaan word en die metrieke ton riet wat moontlik daarop ingesamel kan word;

(c) geskatte oppervlakte kwotagrond—

(i) onder rietverbouing soos op 30 April;

(ii) wat gedurende die komende jaar met riet beplant gaan word; en

(iii) wat gedurende die komende jaar vir ander doeleindes as rietverbouing gebruik gaan word.

Survey plans obligatory

(3) Any grower whose basic quota amounts to 70 metric tons of sucrose or more shall have available for inspection by such Mill Group Board or miller, or the Central Board, a ground or aerial survey plan of his registered quota land. Such plan shall at all times be kept up to date, and should any grower alter the general area of his registered quota land at any time after the preparation of the said plan, he shall inform his Mill Group Board and the Central Board of the nature and extent of such alteration, whereupon such alteration shall be shown on a new plan or by amendment to the existing plan prepared by the Central Board.

Should any grower alter the size or designation of his cane fields within a general area of his registered quota lands at any time, he shall inform his Mill Group Board and the Central Board of the nature and extent of such alteration, whereupon such alteration shall be shown on a new plan or by amendment to the existing plan prepared by the Central Board. The reasonable cost of making any such alterations as determined by the Central Board from time to time shall be paid by the grower concerned.

Remedy of M.G.B.

(4) Any failure on the part of a miller or grower to carry out the foregoing obligations shall entitle such Mill Group Board or miller to make estimates of the data required, and the grower's rateable delivery for the forthcoming year shall be determined on the basis of such estimates.

M.G.B. subsidiary to Central Board

28. Mill Group Boards shall be subsidiaries of and responsible to the Central Board and shall carry out any and all the directions and instructions of the Central Board respecting the discharge of their duties.

Appeals

29. Any decision of a Mill Group Board shall be subject to appeal by any interested party to the Central Board, whose decision thereon shall be final.

Jurisdiction over estimates

30. Subject to the appeal to the Central Board hereinbefore set out, the Mill Group Board shall have jurisdiction to determine any question relating to growers' estimates of production not specifically provided for in this Agreement.

Final schedules by Central Board

31. For the purposes of record and carrying out the provisions of this Agreement, the Central Board shall each year prepare and determine the Final Quota and Production Schedules in respect of all cane and sucrose supplied by growers to mills.

Terms of allocation of quota

32. (1) (a) The allocation of a quota to a grower shall be regarded as attaching to the allottee in respect only of the land registered with the Central Board as his quota land, and in respect only of the miller to whom he is under contract to deliver his cane or is attached in the Growers' Register for quota purposes.

Opmetingsplanne verpligtend

(3) 'n Kweker wie se basiese kwota 70 metrieke ton of meer beloop, moet 'n grond- of lugopmetingsplan van sy geregistreerde kwotagrond beskikbaar hê vir inspeksie deur sodanige Meulgroepraad of meulenaar of deur die Sentrale Raad. Sodanige plan moet te alle tye bygehou word en indien 'n kweker die algemene gebied van sy geregistreerde kwotagrond te eniger tyd na die opstelling van genoemde plan verander, moet hy sy Meulgroepraad en die Sentrale Raad van die aard en omvang van sodanige verandering in kennis stel, waarna sodanige verandering getoon moet word op 'n nuwe plan of deur middel van 'n wysiging van die bestaande plan wat deur die Sentrale Raad opgestel is.

Indien 'n kweker te eniger tyd die grootte of die omskrywing van sy rietlanderye binne 'n algemene gebied van sy geregistreerde kwotagrond verander, moet hy sy Meulgroepraad en die Sentrale Raad van die aard en omvang van sodanige verandering in kennis stel, waarna sodanige verandering getoon moet word op 'n nuwe plan of deur middel van 'n wysiging van die bestaande plan wat deur die Sentrale Raad opgestel is. Die redelike koste aan sodanige veranderings verbonde, soos deur die Sentrale Raad van tyd tot tyd bepaal, moet deur die betrokke kweker gedra word.

Verhaal van M.G.R.

(4) As 'n meulenaar of kweker in gebreke bly om bostaande verpligtings na te kom, is sodanige Meulgroepraad of meulenaar daartoe geregtig om skattings van die vereiste gegewens te maak, en die kweker se eweredige lewering vir die komende jaar word op die basis van sodanige skattings vasgestel.

M.G.R. ondergeskik aan Sentrale Raad

28. Meulgroeprade is ondergeskikte liggame van en as sodanig verantwoordelik aan die Sentrale Raad en moet uitvoering gee aan alle voorskrifte en instruksies van die Sentrale Raad aangaande die vervulling van hulle pligte.

Appel

29. Elke besluit van 'n Meulgroepraad is onderworpe aan appel deur enige belanghebbende partye na die Sentrale Raad, wie se beslissing finaal is.

Bevoegdthede oor skattings

30. Behoudens die appel na die Sentrale Raad, soos hierbo uiteengesit, het die Meulgroepraad die jurisdiksie om enige kwessie in verband met kwekers se produksieskattings waarvoor daar nie spesifiek voorsiening in hierdie Ooreenkoms gemaak is nie, te beslis.

Finale state deur Sentrale Raad

31. Vir rekorddoeleindes en ten einde die bepalings van hierdie Ooreenkoms uit te voer, moet die Sentrale Raad elke jaar die Finale Kwota- en Produksiestate opstel en bepaal ten opsigte van alle riet en suikrose wat kwekers aan meule verskaf.

Voorwaardes van toekenning van kwota

32. (1) (a) Die toekenning van 'n kwota aan 'n kweker word beskou as verbonde aan die kwotahouer slegs ten opsigte van die grond wat by die Sentrale Raad as sy kwotagrond geregistreer is en slegs ten opsigte van die meulenaar aan wie hy by kontrak verplig is om sy riet te lewer of aan wie hy in die Kwekersregister vir kwotadoeleindes verbonde is.

Alteration in terms of allocation of quota

(b) No alteration in the terms of any allocation referred to in paragraph (a), either as regards the allottee, the quota land, the quota or the miller, shall be made without the prior consent of the Central Board, which shall have jurisdiction to decide all questions of change of allottee, transfer of allottee from one section to another, change of quota land, transfer of quota with or without land to which it is attached, change of miller concerned and all other cognate questions such as the subdivision of a quota and quota land, allocation upon termination of leasehold titles or the like.

Rules for the transfer of quotas without land

(2) The sale or transfer of a basic quota or any portion thereof to another party, without the transfer of a commensurate area of registered quota land, may be permitted, subject to the following conditions:

(a) Any quota or portion thereof to be transferred in terms of this subclause shall be basic quota which has been established on the basis of actual deliveries to the mill in two consecutive years.

(b) Any quota or portion thereof transferred in terms of this subclause shall be recorded in the name of the transferee as a provisional quota which shall be subject to conversion into a basic quota as provided for in clause 15 (4).

(c) In respect of any quota or portion thereof transferred in terms of this subclause, the Central Board shall, save in such exceptional circumstances as it may determine, reduce the registered quota land of the transferor and may increase the registered quota land of the transferee by an area commensurate with the amount of quota transferred.

(d) No quota or additional quota allocated under the provisions of clause 16 shall be transferred in terms of this subclause until such time as such quota has been established by the holder thereof by actual deliveries to the mill in two consecutive years.

(e) Any quota transferred in terms of this subclause shall remain attached to the same mill (home mill) to which it was attached in respect of the transferor, save that where the home mill is one of a group of mills combined for purposes of production control, the quota so transferred may be attached to another mill in such group of mills: Provided that the transfer of quota without the transfer of quota land for delivery to a mill other than the home mill may be permitted if the Central Board is satisfied after a full investigation of the case that suitable land is not available in the supply area of the home mill to enable cane to be produced in fulfilment of the quota to be transferred.

(f) In the event of a grower who holds a provisional quota as well as a basic quota transferring the whole or any portion of such basic quota to another party without the transfer of a commensurate area of registered quota land, the provisional quota so held shall be cancelled forthwith and shall be deleted from the Growers' Register.

(g) It shall be the responsibility of the transferee to make such arrangements with the miller concerned as may be necessary for the delivery of the cane to be

Verandering in voorwaardes van kwotatoekenning

(b) Geen verandering in die voorwaardes van 'n toekenning in paragraaf (a) bedoel, hetsy ten opsigte van die kwotahouer, die kwotagrond, die kwota of die meulenaar, mag gemaak word nie sonder die voorafverkreë toestemming van die Sentrale Raad, wat die jurisdiksie besit om alle kwessies te beslis in verband met die wisseling van kwotahouer, die oorpasing van 'n kwotahouer vanaf een seksie na 'n ander, die verandering van kwotagrond, die oordrag van 'n kwota met of sonder die grond waaraan dit verbonde is, die wisseling van betrokke meulenaar en alle ander verwante kwessies, soos die onderverdeling van 'n kwota en kwotagrond, die toekenning by die verval van huurkontrakte of iets dergeliks.

Reëls vir die oordrag van kwotas sonder kwotagrond

(2) Die verkoop of oordrag van 'n basiese kwota of van 'n gedeelte daarvan aan 'n ander party, sonder die oordrag van 'n eweredige oppervlakte geregistreerde kwotagrond, kan behoudens die volgende voorwaardes toegelaat word:

(a) 'n Kwota of gedeelte daarvan wat ingevolge hierdie subklousule oorgedra gaan word, moet basiese kwota wees wat op grond van werklike lewerings aan die meul in twee agtereenvolgende jare daargestel is.

(b) 'n Kwota of gedeelte daarvan wat ingevolge hierdie subklousule oorgedra word, moet op naam van die oordragner aangeteken word as 'n voorlopige kwota wat onderworpe is aan omskepping in 'n basiese kwota soos in klousule 15 (4) bepaal.

(c) Ten opsigte van 'n kwota of gedeelte daarvan wat ingevolge hierdie subklousule oorgedra word, moet die Sentrale Raad, behalwe in sodanige uitsonderlike omstandighede as wat hy bepaal, die geregistreerde kwotagrond van die oordraer verminder en kan hy die geregistreerde kwotagrond van die oordragner vermeerder met 'n oppervlakte wat eweredig is aan die oorgedraagde gedeelte van die kwota.

(d) Geen kwota of bykomende kwota wat ooreenkomstig klousule 16 toegeken word, mag ingevolge hierdie subklousule oorgedra word alvorens sodanige kwota deur die houer daarvan daargestel is deur middel van werklike lewerings aan die meul in twee agtereenvolgende jare nie.

(e) 'n Kwota wat ingevolge hierdie subklousule oorgedra word, moet aan dieselfde meul (tuismeul) verbonde bly as dié waaraan dit ten opsigte van die oordraer verbonde was, behalwe dat waar die tuismeul een is van 'n groep meule wat vir produksiebeheerdoelendes gekombineer is, die kwota wat aldus oorgedra word, aan 'n ander meul in sodanige groep meule verbind kan word: Met dien verstande dat die oordrag van kwota sonder die oordrag van kwotagrond vir lewering aan 'n ander meul as die tuismeul toegelaat kan word indien die Sentrale Raad, na omvattende ondersoek van die geval, daarvan oortuig is dat geskikte grond vir 'n rietproduksie ter vervulling van die kwota wat oorgedra gaan word, nie in die voorsieningsgebied van die tuismeul beskikbaar is nie.

(f) Ingeval 'n kweker wat die houer is van 'n voorlopige kwota sowel as 'n basiese kwota, die geheel of 'n gedeelte van sodanige basiese kwota aan 'n ander party oordra sonder die oordrag van 'n eweredige oppervlakte geregistreerde kwotagrond, moet die voorlopige kwota wat aldus gehou word, onverwyld gekanselleer en van die Kwekersregister geskrap word.

(g) Dit is die verantwoordelikheid van die oordragner om sodanige reëlins met die betrokke meulenaar te tref as wat nodig is vir die lewering van die riet

produced in respect of any provisional quota transferred to him in terms of this subclause: Provided that, notwithstanding anything to the contrary contained in subclause (5), in the event of a provisional quota being acquired by an existing grower and being attached to the same farm land of which the transferee's registered quota land forms part, the same conditions regarding delivery of cane as apply to the transferee's existing quota shall apply to the provisional quota and to the basic quota into which such provisional quota is translated.

(h) The Central Board shall, save in such circumstances as it may determine, refuse the transfer of a provisional quota to an applicant transferee who has previously transferred a provisional quota to another party.

(i) Before approving a transfer of quota in terms of this subclause, the Central Board shall be furnished with all such documents and such other evidence as it may require relating to the transaction between the applicant transferor and the applicant transferee and shall satisfy itself—

(i) that the transfer of a quota or any portion thereof, without the transfer of a commensurate area of registered quota land, is based upon an agreement between the parties concerned acceptable to the Central Board, the object of this paragraph being to enable the Central Board to prevent speculation or trafficking in sucrose quotas;

(ii) that the land to which the quota to be transferred will attach is suitable for cane production;

(iii) that adequate transport facilities are or will be available for transporting the cane to the mill, and that the costs of such transport from the land referred to in subparagraph (ii) to the mill are sufficiently favourable to the transferee to enable him to undertake the economic production of cane in respect of the quota transferred; and

(iv) that the transferee will be capable of producing on his total registered quota land, including any increased area to be registered in terms of paragraph (c), the quota to be transferred to him in terms of this subclause plus any quota which may already be held by him at the same mill.

(j) Any transfer of quota approved in terms of the foregoing shall have effect from a date to be determined by the Central Board: Provided, however, that delivery of cane from both the specific area by which the transferor's registered quota land shall be reduced by the Central Board and from the specific area of land which the Central Board may agree to register as the quota land of the transferee in terms of paragraph (c) shall not be permissible during the same year.

(k) The Central Board may reduce the registered quota land of a grower whose provisional quota has not been translated into a basic quota and has therefore been cancelled in terms of clause 15 (4) (c).

Substitution

(3) Any change of a grower's quota land by the substitution of other land held by him shall be permitted, subject to the Central Board being satisfied that such other land is suitable land for cane growing, that it is a reasonable and bona fide substitution of

wat geproduseer gaan word ten opsigte van 'n voorlopige kwota ingevolge hierdie subklousule aan hom oorgedra: Met dien verstande dat, ongeag andersluidende bepalings in subklousule (5), ingeval 'n voorlopige kwota deur 'n bestaande kweker verkry word en aan dieselfde plaasgrond verbind word waarvan die oordragnemer se geregisteerde kwotagrond deel uitmaak, dieselfde voorwaardes rakende die lewering van riet wat op die oordragnemer se bestaande kwota van toepassing is, van toepassing is op die voorlopige kwota en op die basiese kwota waarin sodanige voorlopige kwota omgeskep word.

(h) Behalwe in sodanige omstandighede as wat hy bepaal, weier die Sentrale Raad die oordrag van 'n voorlopige kwota aan 'n applikant-oordragnemer wat voorheen 'n voorlopige kwota aan 'n ander party oorgedra het.

(i) Voordat die Sentrale Raad die oordrag van 'n kwota ingevolge hierdie subklousule goedkeur, moet hy voorsien word van al sodanige dokumente en sodanige ander bewyse as wat hy verlang in verband met die transaksie tussen die applikant-oordrager en applikant-oordragnemer en moet hy hom daarvan vergewis dat—

(i) die oordrag van 'n kwota of 'n gedeelte daarvan, sonder die oordrag van 'n eweredige oppervlakte geregisteerde kwotagrond, gebaseer is op 'n ooreenkoms tussen die betrokke partye wat vir die Sentrale Raad aanvaarbaar is, aangesien die doel van hierdie paragraaf is om die Sentrale Raad daartoe in staat te stel om spekulasie of smousery met suikrosekwotas te voorkom;

(ii) die grond waaraan die kwota wat oorgedra gaan word, verbonde sal wees, geskik is vir rietproduksie;

(iii) toereikende vervoerfasiliteite beskikbaar is of sal wees vir die vervoer van die riet na die meul, en dat die koste van sodanige vervoer vanaf die grond bedoel in subparagraph (ii) na die meul gunstig genoeg vir die oordragnemer is om dit vir hom moontlik te maak om ekonomiese rietproduksie te onderneem ten opsigte van die oorgedraagde kwota; en

(iv) die oordragnemer daartoe in staat sal wees om op sy geregisteerde kwotagrond as geheel, met inbegrip van 'n vergrote oppervlakte wat ingevolge paragraaf (c) geregistreer gaan word, die kwota te produseer wat ingevolge hierdie subklousule aan hom oorgedra gaan word, asook sodanige ander kwota as wat hy reeds by dieselfde meul het.

(j) 'n Kwota-oordrag wat ingevolge die voorgaande goedgekeur word, word van krag vanaf 'n datum wat die Sentrale Raad bepaal: Met dien verstande egter dat die lewering van riet beide vanaf die bepaalde oppervlakte waarmee die Sentrale Raad die oordrag-gewer se geregisteerde kwotagrond verminder en vanaf die bepaalde oppervlakte grond wat die Sentrale Raad instem om as die kwotagrond van die oordragnemer ingevolge paragraaf (c) te registreer, nie gedurende dieselfde jaar toegelaat word nie.

(k) Indien 'n kweker se voorlopige kwota nie in 'n basiese kwota omgeskep is nie en daarom ingevolge klousule 15 (4) (c) gekanselleer is, kan die Sentrale Raad die geregisteerde kwotagrond van sodanige kweker verminder.

Vervanging

(3) 'n Verandering van 'n kweker se kwotagrond by wyse van vervanging deur ander grond in sy besit is toelaatbaar mits die Sentrale Raad daarvan oortuig is dat sodanige ander grond geskik is vir die verbouing van riet, dat dit 'n redelike en bona fide-vervanging is

land to take the place of the abandoned or to be abandoned quota land, and that it will not result in the increase of an existing quota held in respect of other quota land by the same or any other party.

Transfer of contingency quotas

(4) No contingency quota may be transferred to any person, save as a result of the sale or transfer of the whole of the cane farm to which it is attached and unless the transferee has agreed to accept and fulfil the terms and conditions which applied to the allotment of the land to which the contingency quota is attached.

Limitation of powers

(5) The Central Board shall not be entitled to give any decision under the provisions of this clause, the result of which will cause a breach of an existing contract between interested parties, nor by such decision to confer upon any person greater rights in respect of a quota or quota land than the original or prior holder thereof was entitled to.

Right of review

(6) In exercising the jurisdiction by this clause conferred, the Central Board shall, before coming to any decision, give all interested parties the opportunity of being heard before it. It shall in such exercise of its powers act reasonably and equitably according to the circumstances of the case, and its decisions shall at the instance of any person thereby aggrieved be subject to the common law jurisdiction by way of review which is vested in the courts of law.

Definition of section

(7) For the purposes of this clause and the administration of the provisions of this Agreement, the expression "section" means in respect of any mill and generally—

- (i) Miller-cum-planters;
- (ii) White Growers;
- (iii) Dunn's Reserve Mangete Growers;
- (iv) Black Growers;
- (v) Indian and Coloured Growers.

Decisions made before commencement of Agreement

(8) All decisions and authorisations lawfully given or made by the Central Board before the commencement of this Agreement under the corresponding provisions of the Sugar Industry Agreement, 1943, shall continue to be of full force and effect until rescinded or varied by any decision or authorisation given or made under the provisions of this Agreement.

Suspension and cancellation of quotas

33. (1) The Central Board shall suspend, for such period or periods as may be determined by the Central Board, but not exceeding two years, any quota or any portion thereof no longer required, or in respect of which no quota land is held by the grower concerned, as well as any quota in respect of which no cane has been delivered during the past four consecutive years.

(2) Any quota or portion thereof suspended in accordance with the provisions of subclause (1), shall remain recorded in the name of the grower concerned

waarvolgens sodanige ander grond die plek inneem van kwotagrond wat reeds in onbruik verval het of in onbruik gaan verval, en dat dit nie die verhoging sal meebring van 'n bestaande kwota wat dieselfde of 'n ander party ten opsigte van ander kwotagrond het nie.

Oordrag van voorwaardelike kwotas

(4) Geen voorwaardelike kwota mag aan 'n persoon oorgedra word nie, tensy sodanige oordrag die gevolg is van die verkoop of oordrag van die hele rietplaas waaraan dit verbonde is en tensy die oordragnemer ingestem het om die bepalings en voorwaardes wat van toepassing was op die toekenning van die grond waaraan die voorwaardelike kwota verbonde is, te aanvaar en na te kom.

Beperking van bevoegdheid

(5) Die Sentrale Raad is nie daartoe geregtig om kragtens die bepalings van hierdie klousule 'n beslissing te gee as gevolg waarvan 'n bestaande kontrak tussen belanghebbende partye verbreek word of waardeur aan iemand meer regte verleen word ten opsigte van 'n kwota of kwotagrond as waarop die oorspronklike of vorige houer daarvan geregtig was nie.

Reg van hersiening

(6) By uitoefening van die jurisdiksie by hierdie klousule verleen, moet die Sentrale Raad, voordat hy tot 'n beslissing geraak, al die belanghebbende partye die geleentheid bied om deur hom aangehoor te word. In sodanige uitoefening van sy bevoegdheid moet die Raad redelik en billik handel na gelang van die omstandighede van die geval, en sy beslissing is, op versoek van enige persoon wat daardeur benadeel is, onderworpe aan die gemeenregtelike jurisdiksie by wyse van hersiening wat by die geregshoue berus.

Omskrywing van "seksie"

(7) By die toepassing van hierdie klousule en die uitvoering van die bepalings van hierdie Ooreenkoms, beteken die uitdrukking "seksie", ten opsigte van 'n meul en in die algemeen—

- (i) Meulenaar-cum-planters;
- (ii) Blanke kwekers;
- (iii) Dunn's Reserve Mangete-Kwekers;
- (iv) Swart kwekers;
- (v) Indiër- en Kleurlingkwekers.

Besluite geneem voor inwerkingtreding van Ooreenkoms

(8) Alle beslissings en magtigings wettiglik deur die Sentrale Raad voor die inwerkingtreding van hierdie Ooreenkoms gegee of gedoen ingevolge die ooreenstemmende bepalings van die Suikernywerheidsooreenkoms, 1943, bly onverminderd van krag tydens die duur van hierdie Ooreenkoms, totdat sodanige beslissing of magtiging herroep of gewysig word by beslissing of magtiging kragtens die bepalings van hierdie Ooreenkoms gegee of gedoen.

Opskorting en kansellering van kwotas

33. (1) 'n Kwota of 'n gedeelte daarvan wat nie meer nodig is nie, of ten opsigte waarvan die betrokke kweker geen kwotagrond besit nie, asook 'n kwota ten opsigte waarvan geen riet gedurende die vorige vier opeenvolgende jare gelewer is nie, word deur die Sentrale Raad opgeskort vir sodanige tydperk of tydperke as wat die Sentrale Raad bepaal, maar wat nie twee jaar te bowe gaan nie.

(2) 'n Kwota of 'n gedeelte daarvan wat ingevolge subklousule (1) opgeskort is, bly op naam van die betrokke kweker aangeteken, maar 'n leweringskwota

but any delivery quota calculated in accordance with the provisions of clause 22 in respect of such suspended quota shall be regarded as part of the shortfall of the section concerned and shall be available for distribution in accordance with the provisions of clause 22 (5). The Central Board may, at any time during which a quota or any portion thereof remains suspended, withdraw such suspension upon such terms and conditions as the Central Board may decide: Provided that any quota or any portion thereof remaining in suspense at the expiration of the period determined by the Central Board in terms of subclause (1), shall be cancelled with effect from the date of expiration, and any quota so cancelled shall not be subject to reinstatement, but shall be recorded in the Growers' Register as basic quota being held in the name of the Central Board in trust for the section in which the former grower was recorded as being attached for quota purposes to the mill concerned. Within the period of four years following its cancellation the basic quota or any portion thereof held in trust in the name of the Central Board may be re-allocated by the Central Board acting on the recommendations of the Mill Group Board concerned, but until it shall have been re-allocated it shall be regarded as part of the shortfall of the section concerned and shall be available for distribution in accordance with the provisions of clause 22 (5).

If a basic quota or any portion thereof which has been cancelled and recorded in the Growers' Register in the name of the Central Board in trust is not re-allocated by the Central Board within the period of four years, as aforesaid, it shall thereupon be deleted from the Growers' Register and not thereafter be allocated as basic quota.

(3) Notwithstanding the provisions of subclauses (1) and (2) any quota presently recorded in the Growers' Register in the name of the Central Board in trust for the Black section at any mill and any quotas recorded in the names of Black growers which may be suspended in terms of this clause shall be dealt with as provided in clause 23 (5).

Closing down of mill

34. In the event of any mill closing down, the quotas of the miller-cum-planter and of the growers supplying such mill shall be accommodated at any other mill that is prepared to accept the cane. To the extent that quotas attached to the mill which is closing down are not accommodated in accordance with the foregoing provisions, such quotas may, subject to the terms of this Agreement, be disposed of without the transfer of a commensurate area of quota land and may be attached to any mill which is willing and has the requisite additional milling capacity to accommodate cane to be produced in respect of quotas so disposed of. This shall not, however, affect the contractual rights between a miller and his suppliers.

CHAPTER 3

SUPPLY OF CANE AND CANE PRICE

Millers' obligation re acceptance of cane

35. Millers undertake to accept supplies of cane delivered or tendered for delivery by quota growers from their registered quota land, and to accept no other cane unless specially authorised by the Central Board, with the approval of the Sugar Association: Provided that millers shall not be entitled to accept cane from the

wat ooreenkomstig die bepalings van klousule 22 ten opsigte van sodanige opgeskorte kwota bereken is, word beskou as deel van die tekort van die betrokke seksie en is vir verdeling ooreenkomstig die bepalings van klousule 22 (5) beskikbaar. Die Sentrale Raad kan te eniger tyd solank 'n kwota of 'n deel daarvan opgeskort bly, sodanige opskorting ophef behoudens sodanige bepalings en voorwaardes as wat die Sentrale Raad besluit: Met dien verstande dat 'n kwota of enige gedeelte daarvan wat by die verstryking van die tydperk deur die Sentrale Raad ingevolge subklousule (1) bepaal, nog opgeskort is, met ingang van die verstrykingsdatum gekanselleer word, en 'n kwota wat aldus gekanselleer is, is nie vatbaar vir herinstelling nie maar word in die Kwekersregister aangeteken as 'n basiese kwota wat op naam van die Sentrale Raad in trust gehou word vir die seksie waarin die kweker as verbonde aan die betrokke meul vir kwotadoeleindes aangeteken was. Binne die tydperk van vier jaar na die kansellering van 'n basiese kwota of enige gedeelte daarvan wat op naam van die Sentrale Raad in trust gehou is, kan dit deur die Sentrale Raad, handelende op die aanbevelings van die betrokke Meulgroepraad, hertoegeken word, maar tot tyd en wyl dit hertoegeken is, word dit beskou as deel van die tekort van die betrokke seksie en is dit vir verdeling ingevolge klousule 22 (5) beskikbaar.

Indien 'n basiese kwota of 'n gedeelte daarvan wat gekanselleer en as in trust op naam van die Sentrale Raad in die Kwekersregister aangeteken is, nie binne die tydperk van vier jaar, soos voormeld, hertoegeken is nie, word dit dan uit die Kwekersregister geskrap en nie daarna as basiese kwota toegeken nie.

(3) Ondanks die bepalings van subklousules (1) en (2), word met 'n kwota wat tans op naam van die Sentrale Raad in die Kwekersregister aangeteken staan as in trust vir die Swart seksie by 'n meul, en met enige kwotas wat op naam van Swart kwekers aangeteken is en ingevolge hierdie klousule opgeskort is, gehandel soos in klousule 23 (5) bepaal.

Ingeval 'n meul ophou bestaan

34. In die geval van 'n meul wat ophou bestaan, word die kwotas van die meulenaar-cum-planter en van die kwekers wat aan die meul riet lewer, opgeneem deur enige ander meul wat bereid is om die riet te ontvang. Vir sover kwotas verbonde aan die meul wat sluit nie ooreenkomstig die voorafgaande bepalings opgeneem kan word nie, kan, behoudens hierdie Ooreenkoms, oor sodanige kwotas beskik word sonder die oordrag van 'n eweredige oppervlakte kwotagrond en kan hulle verbind word aan enige meul wat gewillig is en wat die nodige bykomende meulvermoë besit om die riet op te neem wat geproduseer gaan word ten opsigte van die kwotas waarvoor aldus beskik is. Dit mag egter nie die kontraktuele regte tussen 'n meulenaar en sy leweransiers raak nie.

HOOFSTUK 3

LEWERING EN PRYS VAN RIET

Meulenaar se verpligting ten opsigte van aanneem van riet

35. Meulenaars onderneem om voorrade riet wat kwotakwekers vanaf hulle geregistreerde kwotagrond lewer of vir lewering aanbied, aan te neem, en om geen ander riet aan te neem nie tensy spesiaal deur die Sentrale Raad, met die goedkeuring van die Suikervereniging, daartoe gemagtig: Met dien verstande dat meulenaars nie daartoe geregtig is om riet wat

registered quota land of any grower in excess of such grower's yearly delivery quota as provided for in terms of clause 22.

36. Cane delivered or tendered for delivery as aforesaid shall, subject to the provisions of clause 50, be deemed to be so delivered or tendered in pursuance of a contract for the sale and purchase of such cane on the terms and conditions set out in this Chapter.

Delivery of cane

37. The cost of delivering cane to the mills to which growers are obliged under any existing contracts to deliver, or, in the absence of any existing contracts, to the mills to which they are or may subsequently be attached for quota purposes under this Agreement shall be calculated, apportioned and recovered by growers and millers in such manner and subject to such rules as may be laid down by the Sugar Association with the approval of the Minister.

Diversions by millers

38. Notwithstanding the provisions of clause 37, millers may, subject to the quota provisions of this Agreement, divert supplies of cane to any mill, provided that the grower whose cane is diverted shall receive no more nor less than the price payable to him in terms of clause 42.

Surplus cane diversions by industry

39. The Sugar Association may institute the requisite administrative machinery to divert cane surplus to the capacity of any mill to another mill or mills: Provided—

(a) that before any cane is so diverted the consent of the home mill, the receiving mill or mills, and the respective Mill Group Boards must be obtained; and

(b) that the Sugar Association shall determine the extent, if any, to which the additional cost of such diversion shall become an Industry obligation under the provisions of clause 51.

Condition of cane

40. Cane shall be reasonably topped and either trashed or burnt at the grower's option. Notwithstanding this, however, no cane shall be rejected except under the procedure outlined in paragraph 6 of Schedule C.

Rateable delivery

41. (1) Deliveries to the mill shall be made by the grower rateably over the crushing season unless otherwise agreed to by the Mill Group Board and the miller concerned.

Length of milling season

(2) Each mill shall provide the capacity requisite to crush a mass of cane equivalent to 95 per cent of the standard throughput of that mill during a normal crushing season.

Standard throughput

(3) "Standard throughput" shall mean—

(i) in respect of an existing mill, the mass of cane equivalent to the total sucrose quotas of all the growers attached to a mill in the Growers' Register, converted to cane by using the weighted average

van die geregistreerde kwotagrond van 'n kweker afkomstig is en wat meer is as sodanige kweker se jaarlikse leweringskwota, soos waarvoor ingevolge klousule 22 voorsiening gemaak word, aan te neem nie.

36. Riet gelewer of vir lewering aangebied soos voornoem, word behoudens die bepalings van klousule 50, beskou as aldus gelewer of vir lewering aangebied ingevolge 'n kontrak vir die verkoop en aankoop van die riet ooreenkomstig die bepalings en voorwaardes in hierdie Hoofstuk uiteengesit.

Lewering van riet

37. Die koste verbonde aan die lewering van riet aan die meule waaraan kwekers ingevolge bestaande kontrakte verplig is om riet te lewer of, by ontstentenis van 'n bestaande kontrak, aan die meule waaraan hulle vir kwotadoeleindes kragtens hierdie Ooreenkoms verbind is of later verbind word, moet deur kwekers en meulenaars bereken, toegedeel en verhaal word op so 'n wyse en ooreenkomstig sodanige reëls as wat deur die Suikervereniging met die goedkeuring van die Minister bepaal word.

Afwending deur meulenaars

38. Ondanks die bepalings van klousule 37, kan meulenaars, behoudens die kwotabepalings van hierdie Ooreenkoms, voorrade riet na enige meul afwend, met dien verstande dat die kweker wie se riet afgewend word, nie meer of minder mag ontvang as die prys wat ooreenkomstig klousule 42 aan hom verskuldig is nie.

Surplusriet, afwending deur nywerheid

39. Die Suikervereniging kan die nodige administratiewe masjinerie instel om surplusriet wat 'n meul nie in die vermoë is om te verwerk nie, na 'n ander meul of meule af te wend: Met dien verstande dat—

(a) voordat enige riet aldus afgewend word, die toestemming van die tuismeul, die ontvangende meul of meule en die onderskeie Meulgroeprade verkry moet word; en

(b) die Suikervereniging die mate, indien daar is, vasstel waarin die bykomende koste van sodanige afwending 'n nywerheidsverplichting ingevolge die bepalings van klousule 51 word.

Toestand van riet

40. Riet moet redelik getop en of ontblaar of skoon gebrand word, na gelang die kweker verkies. Desnieteenstaande word geen riet egter afgekeur nie, behalwe volgens die prosedure in paragraaf 6 van Bylae C uiteengesit.

Eweredige lewerings

41. (1) Tensy anders deur die betrokke Meulgroepraad en meulenaar ooreengekom word, moet lewerings aan die meul deur die kweker eweredig oor die persseisoen versprei word.

Duur van meulseisoen

(2) Elke meul moet hom in die vermoë stel wat nodig is om 'n massa riet gelyk aan 95 persent van die standaarddeurvoer van die meul gedurende 'n normale persseisoen, te pers.

Standaarddeurvoer

(3) "Standaarddeurvoer" beteken—

(i) ten opsigte van 'n bestaande meul, die massa riet gelyk aan die totale suikrosekwotas van alle kwekers verbonde aan 'n meul soos in die Kwekersregister genoem, in riet omgerek en deur die

sucrose to cane ratio recorded by that mill in respect of all cane deliveries made to it during the five immediately preceding years plus, in cases where not more than five years have elapsed since permission was granted in terms of this Agreement for specific areas of land to be planted to cane without specific quotas initially attaching thereto, the appropriate mass of cane as determined by the Central Board to be taken into account to assess the Standard throughput in respect of such specific areas of land for the mill or group of mills concerned;

(ii) in respect of a new mill, the mass of cane determined for the purpose of this clause when such mill is established.

Normal crushing season

(4) "Normal crushing season" shall mean the period of 40 weeks following the date on which a mill commences crushing, or 15 June, in each calendar year, whichever is the earlier. The period of 40 weeks includes time lost caused by normal mill stoppages as determined by the miller and Mill Group Board concerned, or in the event of a dispute, by the Central Board.

(5) Each Mill Group Board and the miller concerned shall determine progressively during each crushing season—

(i) the period required to crush the mass of cane, based on yearly estimates of production taken out in terms of clause 26, on the assumption that the mill has the requisite capacity referred to in subclause (2) and after taking into account the milling rate previously agreed between the miller and the Mill Group Board during the year concerned;

(ii) the period required to crush the same mass of cane based on the mill's actual capacity.

(6) Should a mill, during two consecutive years, fail to crush the mass of cane finally estimated, within the period finally determined in terms of subclause (5) (i) or such longer period as may be agreed between the miller and the Mill Group Board concerned, growers adversely affected thereby shall be entitled to claim from the miller concerned compensation equivalent to twice the sucrose loss, if any, sustained by them as a result of the prolongation of the crushing season in respect of the second and every subsequent year during which the mill shall be in default hereunder: Provided, however, that should a mill prove by performance in two subsequent successive years that it has the capacity referred to in subclause (2), it shall not be subject to further penalty unless it shall again be in default in terms of this subclause; and provided further that no claims shall be founded unless the period as determined in terms of subclause (5) (ii) exceeds a period of 40 weeks.

(7) Should the crushing season of a mill be prolonged beyond the final period determined in terms of subclause (5) (i) or a normal crushing season, whichever is the longer, by reason of cane diversions from another mill to suit the convenience of the miller concerned, growers adversely affected thereby shall be entitled to claim from the miller receiving the diverted cane compensation equivalent to twice the sucrose loss, if any, resulting from the prolongation of the crushing season beyond the final period determined for the receiving mill in terms of subclause (5) (i): Provided, however,

beswaarde gemiddelde verhouding van suikrose tot riet te gebruik wat deur daardie meul opgeteken is ten opsigte van alle rietlewings aan die meul gedurende die onmiddellik voorafgaande vyf jare plus, in gevalle waar nie meer as vyf jaar verloop het nie sedert toestemming ingevolge hierdie Ooreenkoms verleen is vir die beplanting van spesifieke oppervlaktes grond met riet sonder dat spesifieke kwotas aanvanklik daaraan verbind is, die toepaslike massa riet soos deur die Sentrale Raad bepaal, wat in rekening gebring moet word om die standaard-deurvoer ten opsigte van sodanige spesifieke oppervlaktes grond vir die betrokke meul of groep meule te bepaal;

(ii) ten opsigte van 'n nuwe meul, die massa riet vir die doel van hierdie klousule bepaal wanneer sodanige meul opgerig word.

Normale persseisoen

(4) "Normale persseisoen" beteken die tydperk van 40 weke wat volg op die datum waarop 'n meul begin pers, of 15 Junie, in elke kalenderjaar, watter ook al die vroegste is. Die tydperk van 40 weke sluit verlore tyd in wat deur normale meulstopsettings veroorsaak word soos bepaal deur die betrokke meulenaar en Meulgroepraad, of in die geval van 'n geskil, deur die Sentrale Raad.

(5) Elke Meulgroepraad en die betrokke meulenaar moet progressief gedurende elke persseisoen die volgende bepaal:

(i) Die tydperk wat nodig is om die massa riet, gebaseer op jaarlikse produksieskattings wat ingevolge klousule 26 gemaak word, te pers, aannemende dat die meul oor die vereiste vermoë vermeld in subklousule (2) beskik en na inagneming van die verwerkings-tempo waaroor voorheen deur die meulenaar en Meulgroepraad gedurende die betrokke jaar ooreengekom is;

(ii) die tydperk wat nodig is om dieselfde massa riet te pers, gebaseer op die meul se werklike vermoë.

(6) Indien 'n meul versuim om gedurende twee opeenvolgende jare die finaal geskatte massa riet te pers binne die tydperk finaal bepaal ingevolge subklousule (5) (i) of sodanige langer tydperk as waaroor die betrokke meulenaar en Meulgroepraad ooreengekom het, is kwekers wat daardeur benadeel word, daartoe geregtig om vergoeding gelyk aan twee maal die suikroseverlies, indien enige, wat hulle ly as gevolg van die verlenging van die persseisoen, van die betrokke meulenaar te eis ten opsigte van die tweede en elke daaropvolgende jaar waartydens die meul ingevolge hiervan in gebreke bly: Met dien verstande egter dat indien 'n meul deur sy prestasie in twee opeenvolgende jare daarna bewys lewer dat hy oor die vermoë vermeld in subklousule (2) beskik, hy nie aan verdere penaliserings onderworpe is nie, tensy hy weer ingevolge hierdie subklousule in gebreke is: Voorts met dien verstande dat geen eis gegrond is nie tensy die tydperk soos ingevolge subklousule 5 (ii) bepaal, langer as 40 weke is.

(7) Indien 'n meul se persseisoen verleng word tot na die finale tydperk wat ingevolge subklousule (5) (i) bepaal is, of 'n normale persseisoen, watter ook al die langste is, deurdat riet van 'n ander meul daarheen afgewend word ten geriewe van die betrokke meulenaar, is kwekers wat daardeur benadeel word, geregtig om van die meulenaar wat die afgewende riet ontvang, vergoeding te eis gelyk aan twee maal die suikroseverlies, indien daar is, voortspruitende uit die verlenging van die persseisoen tot na die finale tydperk wat ingevolge subklousule (5) (i) vir die ontvangende meul

that no claims shall be founded unless the period as determined for that mill in terms of subclause (5) (ii) exceeds a period of 40 weeks.

Sucrose loss

(8) "Sucrose loss", if any, shall mean the amount, if any, by which the sucrose mass attributable to a grower's total cane deliveries made after the period finally determined in terms of subclause (5) (i), or agreed, as the case may be [for the purpose of subclause (6)], or made after the period finally determined in terms of subclause (5) (i), or, a normal crushing season, whichever is the longer [for the purpose of subclause (7)] based on such grower's average sucrose per cent cane during the appropriate period, exceeds the sucrose mass actually accorded to him in respect of the same deliveries. Any dispute concerning the amount of compensation claimed in terms of subclauses (6) and (7) shall be referred to arbitration in terms of clause 12.

(9) Any other dispute arising from the interpretation or application of this clause, shall be referred to the Central Board for adjudication and its decision shall be final.

(10) Before coming to a decision upon any dispute the Central Board shall give all interested parties the opportunity of being heard before it, and in arriving at its decision it shall take into account, *inter alia*, the following:

(i) A miller is obliged to have the requisite capacity referred to in subclause (2);

(ii) a grower is obliged to deliver his estimate or delivery quota or adjusted delivery quota rateably over each crushing season, in terms of subclause (1); and

(iii) all relevant circumstances including in particular, factors influencing milling capacity, available cane supplies, and the relevant methods of farming and organisation usually adopted at the relevant time in the industry.

Determination of cane price

42. All cane delivered by a grower to a miller during a year shall be paid for, and the price shall be determined—

(a) by a payment for sucrose in the cane by the miller in accordance with the sucrose price as determined in Schedule B hereto and the metric tons of sucrose in such cane as determined under the provisions of clause 48 and Schedule C hereto; and

(b) in the case of all growers, other than miller-cum-planters, in accordance with the provisions of Schedule D hereto.

Financing Regulations Schedule D

43. For the purpose of financing the Fund referred to in the Schedule mentioned in clause 42 (b), the Sugar Association shall impose a levy of the sum of R4 000 000 rateably upon the whole sugar output each year under the provisions of clauses 56 and 57, and the total of such levy shall be disbursed as provided in Schedule D.

Rejected cane

44. Notwithstanding the provisions of clause 42, no cane duly returned by the Mill Group Board in accordance with Schedule C shall be paid for and it shall be excluded from the grower's quota.

bepaal is: Met dien verstande egter dat geen eis gegrond is nie tensy die tydperk soos ingevolge subklousule (5) (ii) bepaal, langer as 40 weke is.

Sukroseverlies

(8) "Sukroseverlies", indien daar is, beteken die hoeveelheid, indien daar is, waarmee die sukrösemasse toe te skryf aan 'n kweker se totale rietleweringe wat geskied het na die tydperk wat ingevolge subklousule (5) (i) finaal bepaal is, of waarvoor ooreengekom is, na gelang van die geval [vir die doel van subklousule (6)], of wat geskied het na die tydperk wat ingevolge subklousule (5) (i) finaal bepaal is, of, 'n normale persseisoen, watter ook al die langste is [vir die doel van subklousule (7)], gebaseer op sodanige kweker se gemiddelde persentasie sukröse in riet gedurende die toepaslike tydperk, die sukrösemasse wat werklik aan hom ten opsigte van dieselfde leweringe toegestaan is, te bowe gaan. Enige geskil betreffende die vergoedingsbedrag wat ingevolge subklousules (6) en (7) geëis word, moet ingevolge klousule 12 vir arbitrasie verwys word.

(9) Enige ander geskil wat uit die vertolking of toepassing van hierdie klousule ontstaan, moet na die Sentrale Raad vir beslissing verwys word en sy beslissing is finaal.

(10) Voordat tot 'n beslissing oor 'n geskil geraak word, moet die Sentrale Raad alle belanghebbende partye die geleentheid gee om deur hom aangehoor te word, en by die neem van sy beslissing moet hy onder andere die volgende in aanmerking neem:

(i) 'n Meulenaar is verplig om oor die vereiste vermoë vermeld in subklousule (2) te beskik;

(ii) 'n kweker is verplig om sy skatting of leweringe-kwota of aangepaste leweringe-kwota eweredig oor elke persseisoen ingevolge subklousule (1) te lewer; en

(iii) alle verbandhebbende omstandighede, met inbegrip van veral faktore wat die verwerkingsvermoë beïnvloed, beskikbare rietvoorrade, en die toepaslike boerdery- en organisasie-metodes wat normaalweg op die betrokke tydperk in die Nywerheid aangewend word.

Vasstelling van rietprys

42. Vir alle riet wat gedurende 'n jaar deur 'n kweker aan 'n meulenaar gelewer word, moet betaal word, en die pryse word vasgestel—

(a) deur betaling vir sukröse in die riet deur die meulenaar volgens die sukröseprys soos vasgestel in Bylae B hiervan en die metrieke ton sukröse in sodanige riet soos vasgestel ingevolge die bepalings van klousule 48 en Bylae C hiervan, en

(b) in die geval van alle kwekers, behalwe meulenaar-cum-planters, ooreenkomstig die bepalings van Bylae D hiervan.

Finansieringsregulasies Bylae D

43. Met die doel om die fonds waarna verwys word in die Bylae wat in klousule 42 (b) genoem word, te finansier, moet die Suikervereniging elke jaar ingevolge die bepalings van klousules 56 en 57, 'n heffing ten bedrae van R4 000 000 eweredig oplê op die hele suikerproduksie, en die totaal van sodanige heffing moet uitbetaal word soos in Bylae D bepaal.

Afgekeurde riet

44. Ondanks die bepalings van klousule 42, word geen betaling gedoen vir riet wat ooreenkomstig Bylae C deur die Meulgroepraad behoorlik teruggestuur is nie, en hierdie riet word van die kwota van die betrokke kweker uitgesluit.

Relative sucrose

45. Notwithstanding anything to the contrary contained in this Agreement, whenever any mill advises the Sugar Association that, after consulting with its Mill Group Board, it agrees to adopt the relative payment system in respect of any year or years or indefinitely, then the following provisions shall apply during the applicable period:

(a) Sucrose shall refer to relative sucrose for all the purposes of this Agreement with the exception of Schedule C;

(b) cane shall be paid for, and the percentage of relative sucrose in cane shall be calculated, in such manner and subject to such rules as shall be laid down by the Sugar Association from time to time.

Payment for cane

46. (1) Payments by millers to growers due under the provisions of clause 42 (a) shall be made on the following basis:

(i) Subject to subparagraph (ii) provisional payments shall be made 30 days after the last day of each month in which cane is delivered. The amount of each provisional payment shall be not less than the product obtained by multiplying 90 per cent of the estimated price per metric ton of sucrose in cane, as determined under the provisions of paragraph 8 of Schedule B, for the immediately preceding month by the total sucrose deliveries of each grower from the commencement of the year up to and including the last day of the month in respect of which the payment is due, less the total of all provisional payments previously made to him in respect of the year concerned in terms of this subclause.

(ii) A final payment shall be made on 30 April in each year. The amount of a final payment shall be the product obtained by multiplying the price per metric ton of sucrose in cane as finally determined under the provisions of paragraph 8 of Schedule B for that year by the total sucrose deliveries of each grower during such year less the total of all provisional payments previously made to such grower in respect of the year concerned. The final payments by each miller shall include interest calculated in terms of paragraph (iii).

(iii) At each mill there shall be calculated a retention interest value per ton of sucrose, which shall be the summation of the following calculation for each month during the year in which cane was delivered divided by the total tons of sucrose delivered to that mill during the season. The calculation will be—

$$V \times (W - M) \times \frac{P}{12} \times Z, \text{ where}$$

V = total cumulative metric tons sucrose delivered from the commencement of the year up to and including the last day of the month concerned;

W = price per metric ton of sucrose in cane as finally determined for that year under the provisions of paragraph 8 of Schedule B;

M = estimated price per metric ton of sucrose in cane used as a basis in determining the provisional payment for the month concerned, less the retention deducted by millers;

P = period of time in months until following payment (normally one month except for period between last provisional payment and 30 April);

Z = the weighted average of the daily minimum bank overdraft rates chargeable by the Sugar Association's bankers from 1 April in the preceding year to 31 March in the year concerned, less 0,5 per cent.

The retention interest payment to each grower shall be the tonnage of sucrose delivered by each grower multiplied by the retention interest value per ton of sucrose for the mill to which his quota is attached.

Relatiewe suikrose

45. Ondanks andersluidende bepalings in hierdie Ooreenkoms vervat, wanneer 'n meul die Suikervereniging inlig dat hy, na raadpleging met sy Meulgroep-raad, instem om die relatiewe betalingstelsel ten opsigte van enige jaar of jare of onbepaald aan te neem, dan geld die volgende bepalings gedurende die toepaslike tydperk:

(a) Sukrose slaan vir alle doeleindes van hierdie Ooreenkoms met uitsondering van Bylae C, op relatiewe suikrose;

(b) vir riet moet betaal word, en die persentasie relatiewe suikrose in riet moet bereken word op sodanige manier en ooreenkomstig sodanige reëls as wat van tyd tot tyd deur die Suikervereniging voorgeskryf word.

Betaling vir riet

46. (1) Betalings wat meulenaars aan kwekers ingevolge klousule 42 (a) moet doen, moet op die volgende basis geskied:

(i) Behoudens subparagraaf (ii) moet voorlopige betalings gedoen word 30 dae na die laaste dag van elke maand waarin riet gelever word. Die bedrag van elke voorlopige betaling moet nie minder wees nie as die produk wat verkry word deur 90 persent van die geskatte prys per metrieke ton suikrose in die riet, soos ingevolge paragraaf 8 van Bylae B vir die onmiddellik voorafgaande maande bepaal, te vermenigvuldig met die totale suikroselewings van elke kweker vanaf die begin van die jaar tot en met die laaste dag van die maand ten opsigte waarvan die betaling verkuldig is, min die totaal van alle voorlopige betalings voorheen ingevolge hierdie subklousule vir die betrokke jaar aan hom gedoen.

(ii) 'n Finale betaling moet op 30 April in elke jaar gedoen word. Die bedrag van 'n finale betaling is die produk wat verkry word deur die prys per metrieke ton suikrose in riet, soos ingevolge paragraaf 8 van Bylae B vir daardie jaar finaal bepaal, te vermenigvuldig met die totale suikroselewings van elke kweker gedurende sodanige jaar min die totaal van alle voorlopige betalings wat voorheen aan sodanige kweker ten opsigte van die betrokke jaar gedoen is. Die finale betalings wat elke meulenaar doen, moet rente ingevolge paragraaf (iii) bereken, insluit.

(iii) By elke meul moet daar 'n retensierentewaarde per ton suikrose bereken word, wat die totaal is van die volgende berekening vir elke maand gedurende die jaar waarin riet gelever is, gedeel deur die totale ton-nemaat suikrose aan daardie meul gedurende die seisoen gelever. Die berekening is—

$$V \times (W - M) \times \frac{P}{12} \times Z, \text{ waar}$$

V = totale kumulatiewe metrieke ton suikrose gelever vanaf die begin van die jaar tot en met die laaste dag van die betrokke maand;

W = prys per metrieke ton suikrose in riet soos ingevolge paragraaf 8 van Bylae B finaal vir die jaar bepaal;

M = geskatte prys per metrieke ton suikrose in riet wat gebruik is as basis by die bepaling van die voorlopige betaling vir die betrokke maand, min die retensiegeld deur meulenaars afgetrek;

P = tydperk in maande tot die volgende betaling (normaalweg een maand uitgesonderd die tydperk tussen die laaste voorlopige betaling en 30 April);

Z = die beswaarde gemiddelde van die daaglikse minimum rentekoerse ten opsigte van bankoortrekkings vorderbaar deur die Suikervereniging se bankiers vanaf 1 April in die vorige jaar tot 31 Maart in die betrokke jaar, min 0,5 persent.

Die retensierentebetaling aan elke kweker is die ton-nemaat suikrose deur elke kweker gelever vermenigvuldig met die retensierentewaarde per ton suikrose vir die meul waaraan sy kwota verbonde is.

For the purpose of this subclause, 'deliveries' shall mean the deliveries made by growers in respect of quotas attached to the mill concerned.

(2) Payments to growers due under the provisions of clause 42 (b) shall be made in accordance with Schedule D.

Share of filter press cake

47. Growers shall have the right to participate in filter press cake residual from milling process in accordance with such arrangements as may be made in that behalf between individual mills and their respective Mill Group Boards, and failing that, such arrangements as may be decided by the Central Board. If millers should load, rail or deliver such cake, the cost of such service shall be paid by growers and delivery shall be in accordance with arrangements to be made to suit the convenience of the parties.

Cane testing service

48. (1) A cane testing service shall be maintained by the Central Board at every mill for the purpose of determining the sucrose content of cane supplied by individual growers in terms of Schedule C hereto: Provided—

(a) that where at any mill a majority of 70 per cent of the supplying growers (other than miller-cum-planter) representing more than 50 per cent of the total quotas of such growers, do not desire such central control, a locally arranged system of cane testing may be established by agreement between the growers and the miller concerned for the same purpose as indicated above;

(b) that where at any mill no cane testing service is maintained by the Central Board, the terms of proviso (a) shall be deemed to have been complied with and the locally arranged system of cane testing shall continue until central control is desired by the growers and the miller concerned; and

(c) that where at any mill a majority of 70 per cent of the supplying growers (other than miller-cum-planter) do not desire any testing of cane supplied by individual growers, such other arrangements as may be agreed upon by the growers and the miller concerned may be made for the purpose of assessing the sucrose content of growers' cane.

Determination of sucrose content

(2) The determination of the sucrose content of all cane crushed at every mill at which the cane testing service operates as well as the distribution of such sucrose among the suppliers concerned shall be subject to such checking and inspection as may be required by the Central Board: Provided—

(a) that where the cane testing service is not in operation the growers and the miller concerned may arrange with the Central Board for any required checking or inspection of operations; and

(b) that where cane is diverted from a mill where the cane testing service is in operation to one with a locally controlled system of cane testing, the Central Board shall have power to inspect the testing of such cane whenever deemed necessary.

Access to data

(3) The Cane Testing Service staff, the Central Board head office staff, or any person duly authorised thereto by the Central Board, shall have reasonable access to

Vir die toepassing van hierdie subklousule beteken "lewering" die lewering deur kwekers gedoen ten opsigte van kwotas verbonde aan die betrokke meul.

(2) Betalings aan kwekers verskuldig ingevolge klousule 42 (b), moet ooreenkomstig Bylae D gedoen word.

Aandeel in filterperskoek

47. Kwekers is geregtig op 'n aandeel in die filterperskoek as byproduk van die meulproses, en wel ooreenkomstig die reëlins wat in verband daarmee getref is tussen die individuele meule en hulle onderskeie Meulgroeprade en, by ontstentenis van sodanige reëlins, soos deur die Sentrale Raad bepaal word. Indien meulenaars die koek laai, per trein stuur, of aflewer, moet die koste van hierdie diens deur die kwekers gedra word, en aflewering moet geskied ooreenkomstig die reëlins wat ten geriewe van die partye getref word.

Riettoetsdiens

48. (1) 'n Riettoetsdiens word by elke meul deur die Sentrale Raad in stand gehou om die suikrose-inhoud van riet wat ingevolge Bylae C hiervan deur individuele kwekers verskaf word, vas te stel: Met dien verstande—

(a) dat, waar by 'n meul 'n meerderheid van 70 persent van die lewerende kwekers (uitgesonderd meulenaar-cum-planter) wat meer as 50 persent van die totale kwotas van sulke kwekers verteenwoordig, nie sodanige sentrale beheer verlang nie, 'n plaaslike gereelde riettoetsstelsel deur onderlinge ooreenkoms tussen die betrokke kwekers en meulenaar ingestel kan word vir dieselfde doel as wat hierbo uiteengesit is;

(b) dat, waar by 'n meul geen riettoetsdiens deur die Sentrale Raad in stand gehou word nie, daar geag word aan die bepaling van voorbehoud (a) voldoen te gewees het, en dat die plaaslike gereelde riettoetsstelsel voortduur tot tyd en wyl sentrale beheer deur die betrokke kwekers en meulenaar verlang word; en

(c) dat, waar by 'n meul 'n meerderheid van 70 persent van die lewerende kwekers (uitgesonderd meulenaar-cum-planter) geen toetsing van riet wat deur individuele kwekers gelewer word, verlang nie, sodanige ander reëlins as waartoe die betrokke kwekers en meulenaars mag besluit, getref kan word om die suikrose-inhoud van kwekers se riet te bepaal.

Bepaling van suikrose-inhoud

(2) Die bepaling van die suikrose-inhoud van alle riet wat geper word by elke meul waar die riettoetsdiens in werking is, asook die verdeling van die suikrose onder die betrokke leweransiers, is onderworpe aan sodanige kontrole en inspeksie as wat deur die Sentrale Raad vereis word: Met dien verstande—

(a) dat, waar die riettoetsdiens nie in werking is nie, die betrokke kwekers en meulenaar reëlins met die Sentrale Raad kan tref vir enige vereiste kontrole en inspeksie van werksaamhede; en

(b) dat, waar riet van 'n meul waar die riettoetsdiens in werking is, afgewend word na 'n meul met 'n plaaslik beheerde riettoetsstelsel, die Sentrale Raad bevoeg is om die toets van sulke riet te inspekteer wanneer dit ook al nodig geag word.

Toegang tot gegewens

(3) Die personeel van die Riettoetsdiens, die personeel van die Sentrale Raad se hoofkantoor, of enige persoon wat behoorlik deur die Sentrale Raad daartoe gemagtig

mills and their records in the course of performing their duties or carrying out any authorised inspection or investigation. The mill management and mill staff or any person duly authorised thereto by the management shall have reasonable access to the Central Board laboratory and its records in the course of performing their duties or carrying out any authorised inspection or investigation.

The Millers' and the Growers' Associations as well as the Sugar Association shall at all times have access to the data in possession of the Central Board.

Financing of cane testing service

(4) (a) The Central Board shall administer the "Cane Testing Service Fund", which shall be charged with the payment of all costs and expenses of operating the cane testing service at all mills other than Umfolozi and Union Co-op.

The costs of management and supervision of the cane testing service, however, shall be paid by the Central Board from the Central Fund.

Umfolozi and Union Co-op. shall operate and be responsible for the expenses of their own cane testing services, and in addition each shall be obliged to pay for any services rendered to it by the Central Board Cane Testing Service.

(b) The amount required for the Cane Testing Service Fund shall be collected each year by way of a levy per metric ton of sugar output which levy shall be calculated by dividing the costs and expenses with which such Fund is charged in terms of subclause (4) (a) by the total of the sugar outputs (as defined in clause 57) of all mills excluding Umfolozi and Union Co-op.

To facilitate the collection of such amount by the Sugar Association, the levy shall initially be applied to the outputs of all millers (and through them all growers) including Umfolozi and Union Co-op. but the Sugar Association shall thereafter refund to Umfolozi and Union Co-op. the amounts so levied on their respective sugar outputs.

Accommodation

(5) Accommodation for chemists and testers and other male staff employed in the cane testing service, and testing laboratory buildings with fixed equipment, shall be supplied and maintained by the millers concerned in consultation with the Central Board. The charges to be levied in respect thereof shall be assessed by the millers concerned in consultation with the Central Board and defrayed through either payment of a rental or payment in full, as the case may be.

Technical Advisory Committee

49. The Central Board may appoint a Technical Advisory Committee for the purpose of investigating any matter which may be referred to such committee by the Central Board.

Cane supply agreements

50. Existing cane supply agreements at the commencement of this Agreement shall be suspended during the operation of this Agreement in so far as they are inconsistent with the provisions thereof, but otherwise they shall remain in full force and effect.

is, het redelike toegang tot die meule en laasgenoemde se rekords terwyl hulle hul pligte of enige gemagtigde inspeksie of ondersoek uitvoer. Die meulbestuur en meulpersoneel of enige persoon wat behoorlik deur die bestuur daartoe gemagtig is, het redelike toegang tot die laboratorium van die Sentrale Raad en sy rekords terwyl hulle hul pligte of enige gemagtigde inspeksie of ondersoek uitvoer.

Die Meulenaarsvereniging en die Kwekersvereniging asook die Suikervereniging het te alle tye toegang tot die gegewens in besit van die Sentrale Raad.

Finansiering van riettoetsdiens

(4) (a) Die Sentrale Raad administreer die "Riettoetsdiensfonds", wat gedebiteer word met alle koste en uitgawes verbonde aan die lewering van die riettoetsdiens by alle meule behalwe Umfolozi en Union Co-op.

Die bestuurs- en toesigkoste verbonde aan die riettoetsdiens moet egter deur die Sentrale Raad uit die Sentrale Fonds betaal word.

Umfolozi en Union Co-op. moet hulle eie riettoetsdiens lewer en is verantwoordelik vir die uitgawes verbonde aan sodanige diens, en boonop is elkeen verplig om vir enige dienste wat die Sentrale Raad se riettoetsdiens aan hom lewer te betaal.

(b) Die bedrag wat vir die Riettoetsdiensfonds nodig is, moet elke jaar gevorder word by wyse van 'n heffing per metrieke ton suiker vervaardig, welke heffing bereken moet word deur die koste en uitgawes waarmee sodanige Fonds ingevolge subklousule (4) (a) gedebiteer moet word, te deel deur die totale produksie aan suiker (soos in klousule 57 omskryf) van alle meule uitgesonderd Umfolozi en Union Co-op.

Ten einde die vordering van sodanige bedrag deur die Suikervereniging te vergemaklik, word die heffing aanvanklik op die produksie van alle meulenaars opgelê (en deur hulle, ook alle kwekers) met inbegrip van Umfolozi en Union Co-op., maar daarna moet die Suikervereniging aan Umfolozi en Union Co-op. die bedrae terugbetaal wat aldus op hulle onderskeie suikerproduksies gehef is.

Huisvesting

(5) Huisvesting vir skeikundiges en toetsers en ander manlike personeel wat in die Riettoetsdiens werksaam is, asook toetslaboratoriumgeboue met vaste toerusting, moet deur die betrokke meulenaars in oorleg met die Sentrale Raad voorsien en in stand gehou word. Die koste wat ten opsigte daarvan gevorder word, moet deur die betrokke meulenaars in oorleg met die Sentrale Raad bepaal word en moet bestry word deur of die betaling van huur of betaling ten volle, na gelang van die geval.

Tegniese advieskomitee

49. Die Sentrale Raad kan 'n tegniese advieskomitee aanstel om elke saak te ondersoek wat deur die Sentrale Raad na dié komitee verwys word.

Rietleweringsooreenkomste

50. Rietleweringsooreenkomste wat ten tyde van die inwerkingtreding van hierdie Ooreenkoms bestaan, word, vir sover hulle strydig is met die bepaling hier van, vir die duur van hierdie Ooreenkoms opgeskort, maar origens bly hulle ten volle geldig en van krag.

CHAPTER 4

SOUTH AFRICAN SUGAR ASSOCIATION AND DISPOSAL OF CROP

General obligations

51. All expenditure approved by the Sugar Association from time to time in accordance with the powers granted to it under the Constitution of the Sugar Association shall be known as Industry obligations.

The burden of all such Industry obligations shall, save as is otherwise specifically provided in this Agreement, be borne rateably by all millers (and through them all growers), the intent and meaning of these presents being that the incidence of such obligations shall be determined upon the basis of proportionate participation herein by the whole Industry.

Sugar quotas and exports

52. (1) The Sugar Association shall control and regulate, year by year, the disposal of the total quantity of sugar manufactured yearly by millers, and to this end, shall determine the quantity of sugar required for the South African market, including carry-over stocks, and the quantity of sugar to be exported each year and each mill's quota of that quantity.

(2) Every miller shall retain for purchase by the Sugar Association as provided in paragraph 9 (3) of Schedule B a proportionate quantity of the total quantity of sugar estimated by the Sugar Association to be required as carry-over stocks for the South African market at the end of each year equal to the proportion which each miller's total production bears to the total production of all millers year by year.

(3) Millers shall export in the manner provided in Schedule A, year by year that part of their respective quotas of sugar manufactured in the Republic which is in excess of the requirements of the South African market as determined by the Sugar Association.

(4) For the purpose of this Agreement the expression "South African market" shall mean and include the Republic of South Africa, the territory of South-West Africa, Lesotho, Botswana, Transkei, Bophuthatswana, and other independent states, formerly parts of the Republic of South Africa, as and when they are established.

Carry-over and export obligations

53. The quantity of carry-over stocks required for the South African market and the quantity of sugar to be exported in each year and each mill's carry-over stock and export obligations, shall be determined in accordance with the Constitution of the Sugar Association and the provisions of this Agreement: Provided—

(a) that no miller shall be treated less favourably than any other miller; and

(b) that in the event of any miller arranging with another miller to carry out either or both of the latter's obligations, the Sugar Association and members of the Industry excluding the contracting parties shall not have to bear any additional financial burden as a result of such arrangements.

HOOFSTUK 4

SUID-AFRIKAANSE SUIKERVERENIGING EN BESKIKKING OOR DIE OES

Algemene verpligtings

51. Alle uitgawes wat die Suikervereniging van tyd tot tyd goedkeur kragtens die bevoegdheid wat ingevolge die Grondwet van die Suikervereniging aan hom verleen is, staan as Nywerheidsverpligtings bekend. Behoudens uitdruklike bepalings tot die teendeel in hierdie Ooreenkoms vervat, moet die las van sodanige nywerheidsverpligtings eweredig deur alle meulenaars (en deur hulle, ook alle kwekers) gedra word, daar dit die bedoeling en betekenis hiervan is dat die druk van sodanige verpligtings bepaal moet word op die basis van eweredige deelname hierin deur die hele Nywerheid.

Suikerkwotas en uitvoer

52. (1) Die Suikervereniging moet jaar vir jaar die beskikking oor die totale hoeveelheid suiker wat jaarliks deur meulenaars vervaardig word, beheer en reël, en moet vir hierdie doel die hoeveelheid suiker bepaal wat vir die Suid-Afrikaanse mark nodig is, met inbegrip van oordragvoorrade, en moet ook die hoeveelheid suiker bepaal wat elke jaar uitgevoer gaan word, en elke meul se kwota van daardie hoeveelheid.

(2) Elke meulenaar moet vir aankoop deur die Suikervereniging soos in paragraaf 9 (3) van Bylae B bepaal, 'n eweredige hoeveelheid terughou van die totale hoeveelheid suiker wat volgens die Suikervereniging se skatting aan die einde van elke jaar as oordragvoorrade vir die Suid-Afrikaanse mark nodig sal wees, gelyk aan die verhouding, jaar vir jaar, waarin elke meulenaar se totale produksie tot die totale produksie van alle meulenaars staan.

(3) Meulenaars moet jaar vir jaar, op die wyse in Bylae A bepaal, daardie deel van hulle onderskeie kwotas suiker wat in die Republiek vervaardig is en meer is as die behoeftes van die Suid-Afrikaanse mark soos deur die Suikervereniging bepaal, uitvoer.

(4) Vir die doel van hierdie Ooreenkoms beteken en omvat die uitdrukking "Suid-Afrikaanse mark" die Republiek van Suid-Afrika, die gebied Suidwes-Afrika, Lesotho, Botswana, Transkei, Bophuthatswana, en ander onafhanklike state wat voorheen deel van die Republiek van Suid-Afrika was, na gelang hulle tot stand kom.

Oordragvoorrade en uitvoerverpligtings

53. Die hoeveelheid oordragvoorrade wat vir die Suid-Afrikaanse mark nodig is, die hoeveelheid suiker wat elke jaar uitgevoer gaan word, en elke meul se oordragvoorraad en uitvoerverpligtings word bepaal ooreenkomstig die Grondwet van die Suikervereniging en die bepalings van hierdie Ooreenkoms: Met dien verstande dat—

(a) geen meulenaar minder gunstig as 'n ander meulenaar behandel mag word nie; en

(b) ingeval 'n meulenaar met 'n ander meulenaar reël om een of beide van laasgenoemde se verpligtings na te kom, die Suikervereniging en lede van die Nywerheid, met uitsondering van die kontrakterende partye, nie enige bykomende finansiële las as gevolg van sodanige reëlings sal moet dra nie.

Non-fulfilment of obligations

54. (1) The export obligations undertaken by each miller under this Agreement shall be enforceable against him by the Sugar Association, and the remedy for any breach thereof shall be by way of specific performance or damages or both.

Such damages shall be recoverable in the name of the Sugar Association, but for the benefit of the Millers who have fulfilled their obligations, and the measure shall be the loss and damage suffered by such millers by reason of the breach. The net amount of any damage recovered by the Sugar Association after deduction of all expenses incurred shall be divided among the millers concerned in such proportions as the Sugar Association shall decide.

It is specially agreed that the mere award of damages will not adequately compensate such millers and upon any breach the defaulting miller hereby expressly and irrevocably agrees to submit to an order for specific performance at the suit of the Sugar Association.

(2) The provisions of subclause (1) shall apply *mutatis mutandis* to the carry-over stock obligations undertaken by each miller, save that any damage recoverable by reason of additional railage charges incurred or railage payments due to the Sugar Association in terms of clause 55 (3) being lost, shall be used by the Sugar Association towards the payment of the railage deemed to be an Industry obligation in terms of clause 55 (1).

Railage charges

55. (1) The railage incurred and paid by millers, refiners or their agents on sugar consigned from mills to Durban, Point, Maydon Wharf, Hulsar's Refinery at Rossburgh, Hulsar's Sugar Store at Congella or any other railway station or siding in the municipal area of Durban, including transport costs on sugar from mill to the nearest railway station, as may be approved and to the extent approved, by the Sugar Association, and any other railage charge incurred and paid by millers, refiners or their agents, in respect of any direct consignments of sugar by rail from mills or refineries to other destinations, up to but not exceeding the amount the railage on such sugar would have been if it had been consigned to Durban and then reconsigned from Durban to such other destination, shall be deemed to be an Industry obligation as referred to in clause 51.

(2) Millers, refiners or their agents shall, subject to such rules of procedure as may be laid down by the Sugar Association, be entitled to refund from the Sugar Association in respect of the said Industry obligation.

(3) That part of all moneys collected by millers, refiners or their agents from customers in respect of sugar sold to such customers which constitutes a charge for railage on such sugar or an element included in the price of such sugar in respect of railage thereon, shall be paid to the Sugar Association subject to such rules of procedure as may be laid down by the Sugar

Nie-nakoming van verpligtings

54. (1) Elke meulenaar kan deur die Suikervereniging gedwing word om die uitvoerverpligtings wat hy ingevolge hierdie Ooreenkoms aanvaar het, na te kom; verhaal ten opsigte van verbreking daarvan geskied by wyse van spesifieke nakoming of van skadevergoeding of albei.

Die skadevergoeding word in die naam van die Suikervereniging verhaal, maar ten bate van die meulenaars wat hulle verpligtings nagekom het; die mate daarvan moet eweredig wees met die verlies en die skade wat deur die meulenaars as gevolg van die verbreking gely is. Die netto bedrag van skadevergoeding wat deur die Suikervereniging verhaal is, word na aftrekking van alle koste wat aangegaan is, onder die betrokke meulenaars verdeel in die verhoudings waartoe die Suikervereniging besluit.

In besonder word hierby ooreengekom dat die blote toekenning van skadevergoeding geen genoegsame skadeloosstelling vir die meulenaars is nie, en by elke verbreking onderneem die meulenaar wat hom daaraan skuldig maak, hierby uitdruklik en onherroeplik om hom te onderwerp aan 'n bevel tot spesifieke nakoming wat op versoek van die Suikervereniging gegee word.

(2) Die bepalinge van subklousule (1) is *mutatis mutandis* van toepassing op die oordragvoorraadverpligtings wat deur elke meulenaar onderneem word, behalwe dat enige skadevergoeding verhaalbaar omrede bykomende spoorvragkoste aangegaan is of omrede spoorvragbetalings ingevolge klousule 55 (3) aan die suikervereniging betaalbaar, verlore gegaan het, deur die Suikervereniging gebruik word ter betaling van die spoorvrag wat geag word 'n nywerheidsverpligting ingevolge klousule 55 (1) te wees.

Spoorvraggeld

55. (1) Die spoorvrag wat meulenaars, raffineerders of hulle agente aangaan en betaal op suiker wat van meule versend word na Durban, Point, Maydonkaai, Hulsar se raffinadery te Rossburgh, Hulsar se suikermagasin te Congella of enige ander spoorwegstasie of sylyn in die Durbanse munisipale gebied, met inbegrip van vervoerkoste vanaf die meul na die naaste spoorwegstasie, soos deur die Suikervereniging goedgekeur en in dié mate waarin dit aldus goedgekeur word, en enige ander spoorwagte wat meulenaars, raffineerders of hulle agente betaal ten opsigte van enige regstreekse versendings van suiker per spoor vanaf meule of raffinadery na ander bestemmings, tot en met maar nie meer nie as die bedrag wat die spoorvrag op sulke suiker sou beloop indien dit na Durban versend en dan vanaf Durban na sodanige ander bestemming herversend was, word beskou as 'n nywerheidsverpligting soos in klousule 51 vermeld.

(2) Meulenaars, raffineerders of hulle agente is, behoudens sodanige prosedurereëls as wat deur die Suikervereniging voorgeskryf mag word, geregtig op terugbetaling deur die Suikervereniging ten opsigte van genoemde nywerheidsverpligting.

(3) Daardie gedeelte van alle gelde wat meulenaars, raffineerders of hulle agente van klante invorder ten opsigte van suiker wat aan sodanige klante verkoop is, wat spoorvrag op sodanige suiker verteenwoordig of 'n element uitmaak wat by die prys van sodanige suiker inbegrepe is ten opsigte van spoorvrag daarop, moet aan die Suikervereniging betaal word, behoudens sodanige prosedurereëls as wat deur die Suikervereniging

Association, and shall be used by the Sugar Association towards the payment of the railage deemed to be an Industry obligation in subclause (1).

(4) The Sugar Association may apply the provisions of subclauses (1), (2) and (3), *mutatis mutandis*, in respect of charges made by millers, refiners or their agents for the transport of sugar by any means other than rail, in such manner and subject to such procedure as may be laid down by the Sugar Association.

Imposition of levies

56. Financial Industry obligations shall be met by means of a levy or levies imposed upon sugar from time to time by the Sugar Association in terms of its Constitution.

Levies, upon whom made, and definition of 'output'

57. Such levy or levies shall be made upon all refineries and millers upon and pro rata to output, which shall include estimated output as defined hereinafter, and for the purpose of this clause, "output" is defined as follows:

(a) "output" in relation to a refinery, shall mean the metric tonnage of sugar of its own manufacture sold by it, together with the metric tonnage of other sugar acquired and sold by it;

(b) "output" in relation to a mill, shall mean the metric tonnage of sugar of its own manufacture sold by it under deduction of the metric tonnage thereof sold to a refinery; and

(c) it is understood that the phrase 'sold by it' shall include any sugar sold or disposed of by a refinery or a mill, and that the metric tonnage of sugar sold by a refinery to a mill or by one mill to another mill, for whatever purpose, shall be leviable upon such sale: Provided that this shall not preclude the pooling of the production of any grade of sugar and the levying thereof upon sale, as may be approved by the Sugar Association.

Each refinery and each miller shall within 14 days notify the Sugar Association in writing when called upon to do so, of its respective output of sugar during a stated period. In the event of any refinery or any miller declining or failing to make any accurate written declaration of its output for the said period on being called upon to do so, the Sugar Association is hereby empowered to estimate the output of such refinery or miller, on such information as is available to the Sugar Association. The output so estimated shall be known as the 'estimated output'.

Such levy or levies shall be a debt due to the Sugar Association and recoverable by it on such date in each month as the Sugar Association shall determine.

Exemptions

58. (1) Umfolozi and all quota growers attached to it in the Growers' Register who are members of the Company shall be exempted from—

(a) clauses 40 and 48;

(b) clause 46 in so far as the provisions of clause 42 (a) are concerned;

voorgeskryf mag word, en moet deur die Suikervereniging gebruik word om die spoorvrag te betaal wat in subklousule (1) geag word 'n nywerheidsverpligting te wees.

(4) Die Suikervereniging kan die bepalings van subklousules (1), (2) en (3) hiervan *mutatis mutandis* toegepas ten opsigte van koste wat meulenaars, raffineerders of hulle agente in rekening bring vir die vervoer van suiker op enige ander manier as per spoor, op dié wyse en behoudens dié prosedure soos deur die Suikervereniging voorgeskryf.

Oplê van heffings

56. Finansiële nywerheidsverpligtings moet nagekom word deur middel van 'n heffing of heffings wat van tyd tot tyd deur die Suikervereniging ingevolge sy Grondwet op suiker opgelê word.

Heffings, van wie gevorder en omskrywing van "produksie"

57. Die heffing of heffings word gevorder van alle raffinaderye en meulenaars ten opsigte van en na verhouding van produksie, wat geskatte produksie soos hieronder omskryf insluit, en vir die toepassing van hierdie klousule word "produksie" as volg omskryf:

(a) "produksie", in verband met 'n raffinadery, beteken die metrieke tonnemaat suiker deur hom vervaardig en verkoop, tesame met die metrieke tonnemaat ander suiker deur hom verkry en verkoop;

(b) "produksie", in verband met 'n meul, beteken die metrieke tonnemaat suiker deur hom vervaardig en verkoop na aftrekking van die metrieke tonnemaat daarvan aan 'n raffinadery verkoop; en

(c) onder die sinsnede "deur hom verkoop" moet ook verstaan word enige suiker deur 'n raffinadery of 'n meul verkoop of oor beskik, en dat daar ten opsigte van die metrieke tonnemaat suiker deur 'n raffinadery aan 'n meul of deur een meul aan 'n ander meul verkoop, vir watter doel ook al by sodanige verkoping 'n heffing gevorder kan word: Met dien verstande dat die verpoeling van die produksie van enige graad suiker en die vordering van heffings ten opsigte daarvan by verkoping, soos deur die Suikervereniging goedgekeur, nie hierdeur belet word nie.

Elke raffinadery en elke meulenaar moet, wanneer hy daartoe versoek word, die Suikervereniging binne 14 dae skriftelik in kennis stel van sy onderskeie produksie suiker gedurende 'n vermelde tydperk. Die Suikervereniging word hierby gemagtig om, indien 'n raffinadery of 'n meulenaar weier of versuim om 'n juiste skriftelike verklaring van sy produksie vir genoemde tydperk te verstrek, nadat hy versoek is om so 'n verklaring te verstrek, die produksie van sodanige raffinadery of meulenaar te skat volgens die inligting wat vir die Suikervereniging beskikbaar is. Die produksie wat aldus geskat word, staan bekend as die 'geskatte produksie'.

Hierdie heffing of heffings is verskuldig aan die Suikervereniging en deur hom invorderbaar op sodanige datum in elke maand as wat die Suikervereniging bepaal.

Vrystellings

58. (1) Umfolozi en alle kwotakwekers in die Kwekersregister daaraan verbonde wat lede is van die Maatskappy, word vrygestel van—

(a) klousules 40 en 48;

(b) klousule 46 vir sover dit die bepalings van klousule 42 (a) raak;

(c) clause 42 (a) excepting in so far as the provisions of Schedule B are applicable to Umfolozi;

(d) any other provision which from the context is obviously inapplicable to Umfolozi or the said quota growers.

(2) Umfolozi and all quota growers who are not members of the Company and who lawfully deliver cane to the Company, shall be exempted from the provisions of clause 48.

(3) Unless specifically exempted from the operation of this subclause by Umfolozi, all cane supplied to Umfolozi by non-members shall be delivered at such non-members' expense to the Company's mill yard weighbridge.

Umfolozi Co-op.

59. Umfolozi shall remain free to resign from the Sugar Association if it so desires.

Price Stabilisation Fund

60. (1) There shall be established a Sugar Industry Price Stabilisation Fund for the sole purpose of introducing a greater measure of financial stability for millers and growers from year to year. The Price Stabilisation Fund shall be administered by SASEXCOR in accordance with the provisions of Schedule A to this Agreement, and in accordance with rules of procedure approved by the Minister from time to time.

Small Cane Growers' Financial Aid Fund

(2) There shall be established a Small Cane Growers' Financial Aid Fund for the purpose of assisting those growers who may be eligible, as determined by the Sugar Association in consultation with the Minister from time to time, and the Fund so established shall be administered by the Sugar Association in accordance with regulations prescribed by the Minister.

Development Fund

61. (1) There shall be established a Sugar Industry Development Fund for the purpose of promoting the development of sugar production or improving the overall economy of the Industry in accordance with arrangements determined by the Minister, and the Fund so established shall be administered by the Sugar Association in accordance with regulations prescribed by the Minister.

(2) For the purpose of financing the Development Fund the Sugar Association shall impose in terms of the provisions of clauses 56 and 57 of this Agreement such levy, if any, per metric ton of sugar output sold, as may (from time to time) be determined by the Sugar Association and approved by the Minister.

Growers' undertaking re varieties

62. Growers undertake to deliver different varieties of cane in separate consignments, as far as possible, and millers undertake to weigh such different varieties separately and keep a proper record thereof. The Central Board Cane Testing Service shall test the different varieties of cane separately for their crusher juice purity and sucrose content, and where such service is not operative millers undertake so to test the varieties concerned. The Central Board shall collate such data for industrial purposes.

(c) klousule 42 (a) behalwe vir sover die bepalings van Bylae B op Umfolozi van toepassing is;

(d) enige ander bepaling wat uit die verband klaarblyklik nie op Umfolozi of genoemde kwotakwekers van toepassing is nie.

(2) Umfolozi en alle kwotakwekers wat nie lede van die Maatskappy is nie en wat riet wettig aan die Maatskappy lewer, word van die bepalings van Klousule 48 vrygestel.

(3) Alle riet wat deur nie-lede aan Umfolozi verskaf word, tensy hulle uitdruklik deur Umfolozi van die werking van hierdie subklousule vrygestel is, moet op sodanige nie-lede se koste by die Maatskappy se weegbrug op die meulwerf afgelewer word.

Umfolozi Co-op.

59. Dit staan Umfolozi vry om uit die Suikervereniging te bedank indien hy dit wil doen.

Prysstabilisasiefonds

60. (1) Daar moet 'n Suikernywerheid-prysstabilisasiefonds ingestel word met die uitsluitlike doel om 'n groter mate van finansiële stabiliteit van jaar tot jaar vir meulenaars en kwekers te bewerkstellig. Die Prysstabilisasiefonds moet deur SASEXCOR ooreenkomstig Bylae A van hierdie Ooreenkoms en die prosedurereëls wat van tyd tot tyd deur die Minister goedgekeur word, geadministreer word.

Die Klein Rietkwekers se Finansiële Hulpfonds

(2) Daar moet 'n Klein Rietkwekers se Finansiële Hulpfonds ingestel word met die doel om daardie kwekers te help wat in aanmerking kom, soos van tyd tot tyd deur die Suikervereniging in oorleg met die Minister bepaal, en die Fonds wat aldus ingestel is, moet deur die Suikervereniging geadministreer word ooreenkomstig regulasies wat deur die Minister voorgeskryf is.

Ontwikkelingsfonds

61. (1) Daar moet 'n Suikernywerheidontwikkelingsfonds ingestel word met die doel om die ontwikkeling van suikerproduksie te bevorder of die algehele ekonomie van die Nywerheid te verbeter ooreenkomstig reëlings wat die Minister bepaal, en die Fonds wat aldus ingestel is, moet deur die Suikervereniging geadministreer word ooreenkomstig regulasies wat deur die Minister voorgeskryf word.

(2) Vir die finansiering van die Ontwikkelingsfonds, hef die Suikervereniging ingevolge die bepalings van klousules 56 en 57 van hierdie Ooreenkoms sodanige bedrag, indien enige, per metrieke ton produksie suiker wat verkoop word, soos van tyd tot tyd deur die Suikervereniging vasgestel en deur die Minister goedgekeur.

Onderneming deur kwekers in verband met variëteite riet

62. Die kwekers onderneem om verskillende variëteite riet sover moontlik in aparte besendings te lewer, en meulenaars onderneem om sulke verskillende variëteite afsonderlik te weeg en behoorlik aantekening daarvan te hou. Die Riettoetsdiens van die Sentrale Raad moet die verskillende variëteite riet afsonderlik toets vir die suiwerheid van hulle perssap en hulle suikergehalte, en waar so 'n diens nie bestaan nie, onderneem die meulenaars om die betrokke variëteite aldus te toets. Die Sentrale Raad moet hierdie gegewens vir nywerheidsdoeleindes kollasioneer.

Advisory Board for Black Growers

63. In order to facilitate the representation and promotion of the affairs of Black growers in the industry, there shall be established, in accordance with a constitution approved by the Minister an advisory board to be known as the 'Advisory Board for Black Growers'.

Transitional provisions

64. All determinations, decisions and actions lawfully made, taken or done by any person, body or authority constituted or authorised under the provisions of the Sugar Industry Agreement, 1943, rescinded by the Act, shall be deemed, in all cases not specifically provided for in any other provision of this Agreement, to have been made, taken or done by the corresponding person, body or authority constituted or authorised under this Agreement, and shall continue to be of full force and effect until rescinded or varied by reason of competent action taken according to the provisions of this Agreement.

SCHEDULE A

OPERATION OF SASEXCOR

Whereas the Sugar Association has caused to be formed and registered a company, which it will at all times own and control, under the style of The S.A. Sugar Export Corporation (Proprietary) Limited (hereinafter called 'Sasexcor'), the following provisions shall apply notwithstanding anything to the contrary contained in the Agreement, in respect of the exportation of export sugar manufactured in the Republic of South Africa through the medium of the said Sasexcor and referred to in clauses 52 and 53 of the Agreement:

1. Millers shall in each year ensure the sale to Sasexcor, and the Sugar Association shall procure that Sasexcor shall purchase, all sugar which millers are obliged to export in terms of clauses 52 and 53 of the Agreement.

2. The price or prices payable by Sasexcor shall be determined by the Sugar Association from time to time with a view to implementing the provisions of Schedule B.

3. Payment for all sugar purchased by Sasexcor shall be made to millers or their agents when the proceeds of each sale are received by Sasexcor.

4. (a) Notwithstanding the provisions of paragraph 3, all export sugar manufactured in any one month, the proceeds of which have not been received during the succeeding ninety days from the end of that month, shall, on the expiry of the said ninety days be financed by Sasexcor on the basis of 90 per cent of the estimated value at which such export sugar is to be paid for by Sasexcor.

(b) The Sugar Association shall at the same time finance Sasexcor to the extent of 90 per cent of the estimated value at which Sasexcor will eventually receive proceeds in respect of such sugars. The cost of the latter finance shall be debited to the Export Equalisation Account referred to in paragraph 2 (5) (b) of Schedule B. In the case of sugar sold in respect of which the proceeds have not been received by 30 April in each year, Sasexcor shall finance millers and the Sugar Association shall finance Sasexcor in the aforesaid manner to the full extent of the amounts payable until payment is received.

Adviesraad vir Swart kwekers

63. Met die doel om die verteenwoordiging en die behartiging van die belange van Swart kwekers in die Nywerheid te vergemaklik, word daar ooreenkomstig statute wat deur die Minister goedgekeur moet wees, 'n adviserende raad gestig, wat as "Adviserende Raad vir Swart Kwekers" bekend staan.

Oorgangsbepalings

64. Alle vasstellings, besluite en handeling wettiglik gedoen, geneem of verrig deur enige persoon, liggaam of gesag daartoe gemagtig of ingestel kragtens die bepaling van die Suikernywerheidsooreenkoms, 1943, wat deur die Wet herroep is, word in alle gevalle waarvoor nie uitdruklik in enige ander bepaling van hierdie Ooreenkoms voorsiening gemaak is nie, beskou as gedoen, geneem of verrig deur die ooreenstemmende persoon, liggaam of gesag wat kragtens hierdie Ooreenkoms ingestel of gemagtig is, en bly van krag totdat hulle herroep of gewysig word uit hoofde van geldige stappe kragtens die bepaling van hierdie Ooreenkoms gedoen.

BYLAE A

WERKING VAN SASEXCOR

Nademaal die Suikervereniging 'n Maatskappy laat saamstel en registreer het, wat bogenoemde Vereniging te alle tye in eiendom sal hê en sal beheer, onder die titel "The S.A. Sugar Export Corporation (Proprietary) Limited" (hieronder Sasexcor genoem), is ondanks andersluidende bepalinge in hierdie Ooreenkoms vervat, die volgende bepalinge van toepassing ten opsigte van die uitvoer van uitvoersuiker wat deur die bemiddeling van die gemelde Sasexcor in die Republiek van Suid-Afrika vervaardig word en wat in klousules 52 en 53 van die Ooreenkoms bedoel word:

1. Meulenaars waarborg in elke jaar die verkoop aan Sasexcor, en die Suikervereniging verseker die aankoop deur Sasexcor, van alle suiker wat meulenaars verplig is om ingevolge klousules 52 en 53 van die Ooreenkoms uit te voer.

2. Die prys of pryse betaalbaar deur Sasexcor word van tyd tot tyd deur die Suikervereniging bepaal ten einde aan die bepalinge van Bylae B uitvoering te gee.

3. Betaling vir alle suiker wat deur Sasexcor gekoop word, geskied aan meulenaars of hul agente wanneer die opbrengs van elke verkoping deur Sasexcor ontvang word.

4. (a) Ondanks die bepalinge van paragraaf 3, word alle uitvoersuiker wat in enige maand vervaardig is en waarvan die opbrengs nie gedurende die daaropvolgende 90 dae vanaf die einde van daardie maand ontvang word nie, by die verstryking van gemelde 90 dae, deur Sasexcor gefinansier op die basis van 90 persent van die geskatte waarde waarteen Sasexcor vir sodanige uitvoersuiker moet betaal.

(b) Die Suikervereniging finansier terselfdertyd Sasexcor tot die bedrag van 90 persent van die geskatte waarde waarteen Sasexcor uiteindelik vergoeding ten opsigte van sodanige suiker sal ontvang. Die Uitvoergelykmakingsrekening in paragraaf 2 (5) (b) van Bylae B genoem, word met die koste van laasgenoemde finansiering gedebiteer. In die geval van verkoopte suiker ten opsigte waarvan die opbrengs nie teen 30 April in elke jaar ontvang is nie, finansier Sasexcor die meulenaars en finansier die Suikervereniging Sasexcor op die voorgemelde wyse tot die volle omvang van die bedrae betaalbaar, en wel totdat betaling ontvang word.

5. The sale and delivery to Sasexcor of sugar to be purchased by it in terms of the provisions contained in this Schedule shall be deemed to be effected immediately prior to delivery to the buyer to whom it is re-sold, provided that any export sugar unsold as at 30 April in any year shall be purchased by and delivered to Sasexcor on that date. The Sugar Association shall in turn purchase from Sasexcor at a price to be agreed between them, any sugar remaining unsold by Sasexcor on 30 April each year on and at that date.

6. It is the intention that Sasexcor shall bear no risks or other liabilities or obligations in respect of any of the sugar purchased or sold by it, and the Sugar Association shall accordingly indemnify Sasexcor and hold it harmless against any claim which Sasexcor may be compelled in law to meet, subject always to any right of recovery which the Sugar Association may have as against any miller.

7. The sale by millers to Sasexcor in terms of the provisions contained in this Schedule shall be deemed to be compliance by millers with their export obligations under clause 52 of the Agreement.

8. The Sugar Association shall be responsible for ensuring that Sasexcor shall carry out all its functions under the provisions contained in this Schedule.

SCHEDULE B

SUCROSE PRICE

1. The price per metric ton of sucrose in cane in any year shall be determined on the basis set out in this Schedule.

2. Gross proceeds from the sale of production during any year shall be the total proceeds of local market sugar, export sugar, high test molasses and final molasses, and shall be determined as follows:

(1) Proceeds of local market refined sugar shall be calculated by multiplying the total quantity of such sugar produced and estimated to be produced during the year by the maximum price at Durban per metric ton of refined sugar packed in 25 kg. pockets as prescribed by the Minister from time to time in terms of section 6 (1) of the Act.

(2) Proceeds of local market brown sugar shall be calculated by multiplying the total quantity of such sugar produced and estimated to be produced during the year by the maximum price at Durban per metric ton of such sugar packed in 25 kg. pockets as prescribed by the Minister from time to time in terms of section 6 (1) of the Act.

(3) From the commencement of this Agreement the Industry's maximum prices per metric ton of the grades of sugar referred to above at Durban for sale in the local market, as determined by the Minister, shall be—

refined sugar: R291;
brown sugar: R267.

(4) Proceeds of high test molasses produced for sale in the local market shall be the net proceeds realised from such sales.

(5) (a) Proceeds of export sugar shall be the net proceeds received by millers in terms of Schedule A of all sugar and high test molasses produced for export during the year. Such proceeds shall comprise the net f.a.s. or f.o.b. proceeds of export sugar and high test molasses including any polarisation awards, quality bonuses or

5. Die verkoop en lewering aan Sasexcor, van suiker wat hy kragtens die bepalings in hierdie Bylae vervat, moet koop, word geag te geskied onmiddellik voor lewering aan die koper aan wie dit herverkoop word, met dien verstande dat enige uitvoersuiker wat op 30 April van enige jaar onverkoop is, op daardie datum deur Sasexcor gekoop en aan hom gelewer moet word. Die Suikervereniging koop op sy beurt van Sasexcor alle suiker wat op 30 April van elke jaar tot daardie datum nog nie deur Sasexcor verkoop is nie, teen 'n prys waaroor hulle moet ooreenkom.

6. Dit is die bedoeling dat Sasexcor geen risiko's of ander laste of verpligtings ten opsigte van enige suiker wat hy koop of verkoop, moet dra nie, en dien ooreenkomstig vrywaar die Suikervereniging Sasexcor en stel hom skadeloos teen enige eis wat Sasexcor volgens wet verplig mag wees om na te kom, altyd behoudens enige reg van verhaal wat die Suikervereniging teen enige meulenaar mag hê.

7. 'n Verkoop deur meulenaars aan Sasexcor kragtens die bepalings in hierdie Bylae vervat word beskou as die nakoming deur meulenaars van hul uitvoerverpligtings ingevolge klousule 52 van die Ooreenkoms.

8. Die Suikervereniging is daarvoor verantwoordelik om te verseker dat Sasexcor al sy funksies ooreenkoms-tig die bepalings in hierdie Bylae vervat, uitvoer.

BYLAE B

SUKROSEPRYS

1. Die prys per metrieke ton suikrose in riet in enige jaar moet bepaal word op die basis soos in hierdie Bylae uiteengesit.

2. Die bruto opbrengs uit die verkoop van die produksie gedurende 'n jaar is die totale opbrengs van suiker vir die binnelandse mark, uitvoersuiker, hoëgraadse melasse en eindmelasse, en word soos volg bepaal:

(1) Die opbrengs van geraffineerde suiker vir die binnelandse mark moet bereken word deur die totale hoeveelheid van sodanige suiker wat gedurende die jaar geproduseer is en volgens skatting geproduseer sal word, te vermenigvuldig met die maksimum prys, in Durban, per metrieke ton geraffineerde suiker, verpak in sakkies van 25 kg elk, soos van tyd tot tyd deur die Minister kragtens artikel 6 (1) van die Wet voorgeskryf.

(2) Die opbrengs van bruinsuiker vir die binnelandse mark moet bereken word deur die totale hoeveelheid van sodanige suiker wat gedurende die jaar geproduseer is en volgens skatting geproduseer sal word, te vermenigvuldig met die maksimum prys, in Durban, per metrieke ton van sodanige suiker, verpak in sakkies van 25 kg elk, soos van tyd tot tyd deur die Minister kragtens artikel 6 (1) van die Wet voorgeskryf.

(3) Vanaf die inwerkingtreding van hierdie Ooreenkoms is die Nywerheid se maksimum pryse, in Durban, per metrieke ton van bovermelde grade suiker vir verkoop in die binnelandse mark soos deur die Minister bepaal, die volgende:

Geraffineerde suiker R291;
bruinsuiker R267.

(4) Die opbrengs van hoëgraadse melasse vervaardig vir verkoop in die binnelandse mark is die netto opbrengs van sodanige verkope.

(5) (a) Die opbrengs van uitvoersuiker is die netto opbrengs ontvang deur meulenaars ingevolge Bylae A, van alle suiker en hoëgraadse melasse vervaardig vir uitvoer gedurende die jaar. Sodanige opbrengs omvat die netto v.l.s.- of v.a.b.-opbrengs van uitvoersuiker en hoëgraadse melasse, met inbegrip van polarisasietoekennings, kwaliteitsbonusse of -boetes, waarby ander

penalties, to which shall be added other income applicable to export sugar such as *inter alia* address commission, despatch money and interest, and from which proceeds shall be deducted any other costs or charges applicable to export sugar, including *inter alia* the cost of operating the bulk sugar terminal, but excluding Industrial levy expenses referred to in paragraph 3 (1) (b).

(b) The net prices realised for export sugar and export high test molasses throughout the year shall be equalised by means of an Export Equalisation Account, the intention being that all exporting mills shall receive an average and not an individual price.

(c) Only raw sugar will be exported by refiners or millers unless the export of other sugar is authorised by the Sugar Association. All sugar exported shall be subject to terms and conditions laid down by the Sugar Association.

(6) Proceeds of final molasses shall represent the estimated net proceeds derived from the sale of final molasses (including refinery molasses) during the year, as determined by the Sugar Association.

3. (1) From the total gross proceeds established in paragraph 2 there shall be deducted the following:

(a) Selling commission on local market sugar sold by agents appointed by millers and refiners, calculated in the manner approved by the Minister from time to time.

(b) Industrial levy expenses referred to in clause 56 and costs and expenses of operating the cane testing service referred to in clause 48 (4) (b) but excluding the levy expenses for the Fund referred to in clause 43.

(c) Fixed and variable costs of refining, calculated in the manner approved by the Minister from time to time.

(d) The absolute amount of return on capital for refining, calculated in the manner approved by the Minister from time to time.

(e) The difference between the prepacking premiums included in the Industry's selling prices of prepacked sugar and the prepacking margins, calculated in the manner approved by the Minister from time to time.

(2) The items referred to in paragraph 3 (1) (a), (b), (c), (d) and (e), shall at all times constitute a first charge against gross proceeds.

(3) The resulting balance after deduction of the items set out in paragraph 3 (1), shall be termed the net divisible proceeds.

4. (1) The first charge against net divisible proceeds shall be the fixed and variable costs of milling and growing, calculated in the manner approved by the Minister from time to time.

(2) In the event of the net divisible proceeds not being sufficient to meet milling and growing costs in full, such proceeds shall be apportioned pro rata to the said milling and growing costs.

5. To the extent approved by the Minister, any resulting balance of net divisible proceeds after deducting the costs referred to in paragraph 4 (1), shall be divided between milling and growing in the ratio existing between the absolute amounts of their respective returns on capital, calculated in the manner approved by the Minister from time to time.

inkomste van toepassing op uitvoersuiker soos onder andere adreskommissie, versendingsgelde en -rente getel moet word en waarvan enige ander koste of vorderings van toepassing op uitvoersuiker afgetrek moet word, met inbegrip van onder meer die bedryfskoste van die massasuikereindpunt, maar uitgesonderd nywerheidsheffingsuitgawes vermeld in paragraaf 3 (1) (b).

(b) Die netto pryse wat vir uitvoersuiker en uitvoerhoëgraadse melasse deur die jaar behaal is, moet gelyk-gemaak word deur middel van die Uitvoergelykmakingsrekening; die bedoeling is dat alle meule wat uitvoer, 'n gemiddelde prys moet ontvang en nie 'n individuele prys nie.

(c) Slegs ru-suiker mag deur raffineerders of meulenaars uitgevoer word tensy die uitvoer van ander suiker deur die Suikervereniging gemagtig word. Alle suiker wat uitgevoer word, is onderworpe aan die bepalings en voorwaardes deur die Suikervereniging vasgestel.

(6) Die opbrengs van eindmelasse moet die geskatte netto opbrengs verteenwoordig wat verkry is uit die verkoop van eindmelasse (met inbegrip van raffinaderymelasse) gedurende die jaar, soos deur die Suikervereniging bepaal.

3. (1) Van die totale bruto opbrengs soos in paragraaf 2 bepaal, moet afgetrek word:

(a) Verkoopkommissie op suiker vir die binnelandse mark wat verkoop word deur agente aangestel deur meulenaars en raffineerders, bereken op die wyse van tyd tot tyd deur die Minister goedgekeur.

(b) Nywerheidsheffingsuitgawes vermeld in klousule 56, en die koste en uitgawes verbonde aan die lewering van die riettoetsdiens vermeld in klousule 48 (4) (b), maar uitgesonderd die heffingsuitgawes vir die Fonds vermeld in klousule 43.

(c) Vaste en veranderlike raffineerkoste, bereken op die wyse van tyd tot tyd deur die Minister goedgekeur.

(d) Die absolute rendement op kapitaal vir raffinering, bereken op die wyse van tyd tot tyd deur die Minister goedgekeur.

(e) Die verskil tussen die voorafverpakkingspremies wat in die Nywerheid se verkooppryse van voorafverpakte suiker ingesluit is en die voorafverpakkingsmarges, bereken op die wyse van tyd tot tyd deur die Minister goedgekeur.

(2) Die items vermeld in paragraaf 3 (1) (a), (b), (c), (d) en (e) maak te alle tye 'n voorkeureis teen bruto opbrengs uit.

(3) Die saldo wat oorbly na aftrekking van die items uiteengesit in paragraaf 3 (1) word die netto verdeelbare opbrengs genoem.

4. (1) Die voorkeureis teen die netto verdeelbare opbrengs is die vaste en veranderlike meul- en kweekkoste, bereken op die wyse van tyd tot tyd deur die Minister goedgekeur.

(2) Ingeval die netto verdeelbare opbrengs nie voldoende is om die meul- en kweekkoste ten volle te dek nie, moet sodanige opbrengs pro rata aan genoemde meul- en kweekkoste toegewys word.

5. Enige saldo van netto verdeelbare opbrengs wat oorbly na aftrekking van die koste genoem in paragraaf 4 (1), word, in die mate deur die Minister goedgekeur, tussen die meul- en die kweeksektor verdeel in die verhouding wat daar bestaan tussen die absolute bedrae van hulle onderskeie kapitaalrendemente, bereken op die wyse van tyd tot tyd deur die Minister goedgekeur.

6. The total proceeds payable by millers for total sucrose in cane delivered during any season shall be—

(1) fixed and variable costs of growing incorporated in paragraph 4 (1), or the reduced amount if the provisions of paragraph 4 (2) apply; plus

(2) the proportion of any balance in paragraph 5 allocated to growers; less

(3) an amount representing the total sum of the Fund referred to in clause 43.

7. The price per metric ton of sucrose in cane shall be calculated by dividing the total metric tons of sucrose in cane of any variety delivered during the year into the total proceeds determined as payable for such sucrose in accordance with paragraph 6.

8. All elements of the determination of the sucrose price as set out in this Schedule shall be estimated by the Sugar Association at the commencement of each year, and thereafter monthly during the year, for the purpose of enabling provisional payments to be made to growers in accordance with the provisions of clause 46.

The final determination of the sucrose price shall be made by the Sugar Association not later than 30 April in each year for the year then past. If certain components of the price require to be estimated in order that the final price may be so determined, then any differences between the actual and the estimates of such components shall be carried forward as an adjustment to be incorporated in the calculations for the following year.

9. The following financing arrangements shall be carried out by the Sugar Association:

(1) All export sugar and export high test molasses manufactured in any one month, the proceeds of which have not been received during the succeeding 90 days from the end of that month, shall on the expiry of the said 90 days, be financed by the Sugar Association on the basis of 90 per cent of the estimated export value thereof. The costs of such finances shall be debited to the Export Equalisation Account referred to in paragraph 2 (5) (b).

(2) All export sugar and export high test molasses sold as at 30 April of each year, the proceeds of which have not been received at that date, shall be financed by the Sugar Association on the basis of 100 per cent of the estimated export value thereof. The cost of such finances shall be debited to the Carry-over Account.

(3) Any stocks of sugar and high test molasses unsold as at 30 April of each year shall be purchased by the Sugar Association on and as at that date in order that the total output of each year may be regarded as sold during that year and the year's sucrose price truly determined with the least possible delay. The purchase price of sugar packed in 25 kg pockets for sale in the local market shall be the maximum selling price at Durban referred to in paragraph 2 (3), as in force for similar quality sugar sold on 30 April of the year. The purchase price of sugar in pre-packed form for sale in the local market shall be the maximum selling price at Durban referred to in paragraph 2 (3), as in force for similar quality sugar sold on 30 April of the year, plus the prepacking margins calculated in the manner approved by the Minister

6. Die totale opbrengs betaalbaar deur meulenaars vir totale suikrose in riet gedurende 'n seisoen gelewer, is soos volg:

(1) Die vaste en veranderlike kweekkoste in paragraaf 4 (1) uiteengesit, of die verminderde bedrag indien die bepalinge van paragraaf 4 (2) van toepassing is, plus—

(2) die deel van enige saldo soos in paragraaf 5 aan kwekers toegedeel, min—

(3) 'n bedrag wat die totale som verteenwoordig van die Fonds in klousule 43 bedoel.

7. Die prys per metrieke ton suikrose in riet moet bereken word deur die totale metrieke ton suikrose in riet van enige variëteit wat gedurende die jaar gelewer is, te deel in die totale opbrengs wat ooreenkomstig paragraaf 6 bepaal is as betaalbaar vir sodanige suikrose.

8. Alle elemente van die bepaling van die suikrosey prys soos in hierdie Bylae uiteengesit, moet deur die Suikervereniging aan die begin van elke jaar en daarna maandeliks gedurende die jaar geskat word met die doel om voorlopige betalings aan kwekers ooreenkomstig klousule 46, moontlik te maak.

Die finale bepaling van die suikrosey prys moet uiterlik op 30 April in elke jaar deur die Suikervereniging gedoen word vir die jaar wat dan verby is. Indien sekere bestanddele van die prys geskat moet word sodat die finale prys aldus bepaal kan word, moet enige verskil tussen die werklike bestanddele en die skattings van sodanige bestanddele oorgedra word as 'n verskil wat in die berekenings vir die volgende jaar in aanmerking geneem moet word.

9. Die volgende finansieringsreëlings moet deur die Suikervereniging getref word:

(1) Alle uitvoersuiker en hoëgraadse melasse vir uitvoer wat in enige enkele maand vervaardig word en waarvan die opbrengs nie gedurende die volgende 90 dae van die einde van daardie maand af ontvang word nie, moet na verstryking van genoemde 90 dae deur die Suikervereniging op die basis van 90 persent van die geskatte uitvoerwaarde daarvan, gefinansier word. Die Uitvoergelykmakingsrekening in paragraaf 2 (5) (b) genoem, moet met sodanige finansieringskoste gedebiteer word.

(2) Alle uitvoersuiker en hoëgraadse melasse vir uitvoer wat soos op 30 April van elke jaar verkoop is en waarvan die opbrengs op dié datum nog nie ontvang is nie, moet deur die Suikervereniging gefinansier word op die basis van 100 persent van die geskatte uitvoerwaarde daarvan. Sodanige finansieringskoste moet teen die Oordragrekening gedebiteer word.

(3) Enige voorrade suiker en hoëgraadse melasse wat soos op 30 April van elke jaar onverkoop is, moet deur die Suikervereniging tot op datum aangekoop word, sodat die totale opbrengs van elke jaar as gedurende daardie jaar verkoop beskou kan word, en sodat die jaar se suikrosey prys met die mins moontlike versuim werklik bepaal word. Die koopprys van suiker wat in 25-kg-sakkies verpak is vir verkoop in die binnelandse mark is die maksimum verkoopprys, in Durban, genoem in paragraaf 2 (3), wat geld vir suiker van 'n dergelike gehalte wat op 30 April van die jaar verkoop word. Die koopprys van voorafverpakte suiker vir verkoop in die binnelandse mark is die maksimum verkoopprys, in Durban, genoem in paragraaf 2 (3) wat geld vir suiker van 'n dergelike gehalte wat op 30 April van die jaar verkoop word, plus die voorafverpakkingsmarges bereken op die wyse van tyd

from time to time. The purchase price of export sugar and high test molasses shall be based on the estimated prices thereof as determined by the Sugar Association. The Sugar Association shall proceed to realise such stocks on behalf of the Industry at its discretion to the best advantage.

(4) Any final molasses sold as at 30 April of each year, the proceeds of which have not been received at that date, and any stocks of final molasses unsold as at 30 April of each year, shall be financed by the Sugar Association on the basis of 100 per cent of the estimated net value thereof. The costs of such finances shall be debited to the Carry-over Account.

10. Any matter connected with the application of the purpose of this Schedule, whether of principle or detail, may be determined by the Sugar Association.

SCHEDULE C

DETERMINATION AND DISTRIBUTION OF TOTAL SUCROSE IN CANE

Interpretation

1. In this Schedule, the "OFFICIAL METHODS" shall mean the "Official Methods for the Determination and Distribution of Total Sucrose in Cane" as published by the Central Board and approved by the Sugar Association; and

"Sucrose" shall mean the apparent sucrose content as determined by the single polarisation analysis.

Determination of total sucrose entering mill

Mass determination of mill products

2 (1) The miller shall provide mass meters [permitted by or under the Trade Metrology Act, 1973 (Act 77 of 1973), as amended] for measurement of the mass of cane, mixed juice, and where applicable, press water mud. The mass determination shall be conducted in conformity with the procedures detailed in Chapter II of the "OFFICIAL METHODS".

Sampling of mill products

(2) (a) The Central Board shall provide sampling devices for sampling mixed juice, final bagasse and where applicable, press water mud; these samplers shall conform in principle to the specifications given in Chapter IV of the "OFFICIAL METHODS".

(b) The Central Board Cane Testing Service shall conduct the sampling of mixed juice, final bagasse and where applicable, press water mud in accordance with the procedures given in Chapter VII of the "OFFICIAL METHODS".

Analysis of mill products

(3) (a) The Central Board shall provide the analytical equipment (as specified in Chapter V of the "OFFICIAL METHODS") together with ancillary chemicals and glassware required for the analysis of mixed juice, final bagasse and press water mud.

(b) The Central Board Cane Testing Service shall conduct the analysis of mixed juice, final bagasse and press water mud in accordance with the analytical procedures given in Chapter VIII of the "OFFICIAL METHODS".

tot tyd deur die Minister goedgekeur. Die koopprys van uitvoersuiker en hoëgraadse melasse moet gebaseer word op die geskatte pryse daarvan soos deur die Suikervereniging bepaal. Die Suikervereniging moet voortgaan om sodanige voorrade na goeddunke so voordelig moontlik ten behoeve van die Nywerheid te verkoop.

(4) Enige eindmelasse soos op 30 April van elke jaar verkoop, waarvan die opbrengs nog nie op dié datum ontvang is nie, en enige voorrade eindmelasse wat op 30 April van elke jaar onverkoop is, moet deur die Suikervereniging op die basis van 100 persent van die geskatte netto waarde daarvan gefinansier word. Die Oordragrekening moet met sodanige finansieringskoste gedebiteer word.

10. Enige aangeleentheid, hetsy beginsel of detail, wat met die toepassing van hierdie Bylae in verband staan, kan deur die Suikervereniging bepaal word.

BYLAE C

BEPALING EN VERSPREIDING VAN TOTALE SUKROSE IN RIET

Vertolking

1. In hierdie Bylae beteken die "Amptelike Metodes" die "Amptelike Metodes vir die Bepaling en Verspreiding van Totale Sukrose in Riet" soos deur die Sentrale Raad gepubliseer en deur die Suikervereniging goedgekeur is; en beteken "sukrose" die klaarblyklike sukrose-inhoud soos met die enkel-polarisasie-ontleding bepaal.

Bepaling van totale sukrose wat die meul ingaan

Massabepaling van meulprodukte

2. (1) Die meulenaar moet massameters voorsien [toegelaat by of ingevolge die Wet op Handelsmetrologie, 1973 (Wet 77 van 1973), soos gewysg], vir die meet van die massa van die riet, gemengde sap, en waar van toepassing, perswatermodder. Die massabepaling moet gedoen word in ooreenstemming met die prosedures wat in Hoofstuk II van die "Amptelike Metodes" uiteengesit is.

Bemonstering van meulprodukte

(2) (a) Die Sentrale Raad moet bemonstering toestelle voorsien vir die neem van monsters van gemengde sap, eindbegasse en, waar van toepassing, perswatermodder; hierdie monstersnemers moet in beginsel voldoen aan die spesifikasies aangegee in Hoofstuk IV van die "Amptelike Metodes".

(b) Die Sentrale Raad se Riettoetsdiens moet die bemonstering onderneem van gemengde sap, eindbegasse en, waar van toepassing, perswatermodder, ooreenkomstig die prosedures aangegee in Hoofstuk VII van die "Amptelike Metodes".

Ontleding van meulprodukte

(3) (a) Die Sentrale Raad moet die ontledingstoerusting (soos voorgeskryf in Hoofstuk V van die "Amptelike Metodes") voorsien tesame met bykomstige chemikalieë en glasware wat nodig is vir die ontleding van die gemengde sap, eindbegasse en perswatermodder.

(b) Die Sentrale Raad se Riettoetsdiens moet die ontleding van gemengde sap, eindbegasse en perswatermodder onderneem in ooreenstemming met die ontledingsprosedures aangegee in Hoofstuk VIII van die "Amptelike Metodes".

Calculation tons sucrose in cane

(4) The total sucrose content of cane entering the mill shall be equal to the sum of the sucrose contents of mixed juice, final bagasse and where applicable, press water mud.

By Central Board

The Central Board Cane Testing Service shall calculate the total tons sucrose in cane entering the mill and shall record the data pertaining thereto in accordance with the calculation procedures and record format specified in Chapter III of the "OFFICIAL METHODS".

By co-operative mills

(5) At mills where the Central Board does not operate a cane testing service the provisions of this Schedule applicable to the determination of total sucrose entering the mill shall apply, save that the Central Board shall not be responsible for the provision of equipment and analysis of products.

*Sampling and analysis of individual cane consignments**Cane sampling specifications*

3. (1) (a) The Central Board Cane Testing Service shall endeavour to sample each and every individual cane consignment and the miller shall in consultation with the Central Board, design and operate the mill cane yard and cane carrier systems in order to enable the Central Board to give effect thereto.

Where it is not possible to sample each and every individual cane consignment, then the Central Board Cane Testing Service shall ensure that the sampling and testing of cane complies with procedures in operation as at the date of commencement of this Agreement, or such alternative procedures as may be approved by the Sugar Association from time to time.

(b) Whenever cane is stockpiled in the mill cane yard the cane shall be stored so that it can be sampled separately to provide each supplier with his own test. Similarly, when cane is delivered to a reloading site the cane shall be stored so that it can be reloaded in a manner which will retain supplier individuality.

(c) Notwithstanding the provisions of paragraphs (a) and (b), whenever consignments of cane from any number of growers are, in the opinion of the Central Board, consistently too small for separate sampling or cannot be separately sampled for good and sufficient reason, such consignments, with the prior approval of the Central Board, may be grouped or stockpiled for combined sampling and testing and the combined test of such cane shall apply to the cane delivered by the growers concerned.

(d) As far as practicable and bearing in mind the application of paragraphs (b) and (c), cane consignments shall be crushed in the order of sequence of the dates and times of their delivery to a mill (and similarly reloaded on a first in first out basis at reloading sites). The storage time periods shall be kept to a minimum and the mill yard shall be monitored by the Central Board and at the reloading sites by the party responsible for the reloading.

(e) The Cane Testing Service shall monitor the delay of all consignments stored in the mill yard, and the mass of cane residing in excess of 36 hours shall be reported each week to the Mill Group Board.

Berekening van die ton suikrose in riet

(4) Die totale suikrose-inhoud van riet wat die meul ingaan, moet gelyk wees aan die som van die suikrose-inhoud van gemengde sap, eindbegasse en, waar van toepassing, perswatermodder.

Deur Sentrale Raad

Die Sentrale Raad se Riettoetsdiens moet die totale ton suikrose in riet wat die meul ingaan bereken en moet die data in verband daarmee opteken ooreenkomstig die berekeningsprosedures en optekeningformaat voorgeskryf in Hoofstuk III van die "Amptelike Metodes".

Deur Ko-op. Meule

(5) By meule waar die Sentrale Raad nie 'n riettoetsdiens het nie, is die voorskrifte van hierdie Bylae van toepassing op die bepaling van die totale suikrose wat die meul ingaan, behalwe dat die Sentrale Raad nie verantwoordelik is vir die voorsiening van toerusting en die ontleding van die produkte nie.

*Bemonstering en ontleding van individuele rietbesendings**Spesifikasies vir rietbemonstering*

3. (1) (a) Die Sentrale Raad se Riettoetsdiens moet poog om monsters te neem van elke individuele rietbesending, en die meulenaar moet in oorleg met die Sentrale Raad die meulrietwerf en die rietinvoerstelsels so ontwerp en bedryf dat die Sentrale Raad in staat gestel word om hieraan uitvoering te gee.

Waar dit nie moontlik is om elke individuele rietbesending te bemonster nie, moet die Sentrale Raad se Riettoetsdiens verseker dat die bemonstering en toetsing van riet geskied ooreenkomstig die prosedures in werking soos op die datum van inwerkingtreding van hierdie Ooreenkoms, of sodanige alternatiewe prosedures wat van tyd tot tyd deur die Suikervereniging goedgekeur mag word.

(b) Wanneer riet in die meulrietwerf opgegaan word, moet die riet so geberg word dat daar afsonderlike monsters van geneem kan word om elke leweransier van sy eie toets te kan voorsien. Ewe-eens, wanneer riet by 'n oorlaaiterrein afgelewer word, moet die riet so geberg word dat dit op so 'n wyse weer opgelaaai kan word dat die leweransier se afsonderlikheid behoue bly.

(c) Ondanks die bepalings van paragrawe (a) en (b), wanneer besendings riet van 'n aantal kwekers volgens die mening van die Sentrale Raad deurgaans te klein is om afsonderlike monsters van te neem, of daar om goeie en afdoende redes nie afsonderlike monsters van geneem kan word nie, kan sodanige besendings met die voorafgaande goedkeuring van die Sentrale Raad, gegroepeer of opgegaan word vir gesamentlike monsterneming en toetsing en die gesamentlike toets van sodanige riet is van toepassing op die riet wat deur die betrokke kwekers gelewer word.

(d) Sover doenlik en met inagneming van paragrawe (b) en (c), moet rietbesendings geper word in volgorde van die datums en tye wat dit by 'n meul afgelewer is (en ewe-eens op oorlaaiterreine) op 'n eerste-in-eerste-uit-basis oorgelaaai word. Die opbergtye moet tot 'n minimum beperk word en moet in die meulwerf deur die Sentrale Raad gemonitor word en op die oorlaaiterreine deur die party wat vir die oorlaaiery verantwoordelik is.

(e) Die Riettoetsdiens moet die vertraging van alle besendings wat by die meulwerf opgeberg is, monitor, en die massa riet wat langer as 36 uur daar bly, moet wekeliks aan die Meulgroepraad gerapporteer word.

Cane sampling equipment and procedures

(2) (a) The Central Board shall provide and maintain the cane sampling equipment together with cane tracking aids and other cane sample preparation and sub-sampling devices as specified in Chapter IV of the "OFFICIAL METHODS".

(b) Cane consignment identification and sampling procedures shall be conducted by the Central Board Cane Testing Service in accordance with the procedures given in Chapter VII of the "OFFICIAL METHODS".

Analysis of cane samples

(3) (a) The Central Board shall provide and maintain the analytical equipment (as specified in Chapter V of the "OFFICIAL METHODS") together with ancillary chemicals and glassware required for the measurement of moisture, brix and sucrose content of cane samples.

(b) The Central Board Cane Testing Service shall conduct the analysis of cane samples for the determinations of moisture, brix and sucrose in accordance with the analytical procedures defined in Chapter VIII of the "OFFICIAL METHODS".

(c) The Central Board Cane Testing Service shall compute the brix % extract, sucrose % extract, moisture % cane, fibre % cane, brix % cane, sucrose % cane, non sucrose % cane and purity of cane juice in accordance with the calculation formulae given in Chapter III of the "OFFICIAL METHODS".

(d) The Central Board may annul or adjust any test results which it considers to be irrational.

Non test consignments

(4) Consignments which for any reason cannot be tested shall be credited with the average of all test results obtained (but from not less than three separate tests) from the consignments of the same grower tested during the then current distribution period fixed in terms of paragraph 4 (2), failing which, the average of all test results for all cane crushed at the mill concerned during the then current distribution period fixed in terms of paragraph 4 (2) shall be used.

*Distribution of total sucrose entering mill**Determination and application of sucrose factor*

4. (1) The sucrose % cane test results determined in accordance with paragraph 3, shall be adjusted in each distribution period by the Central Board Cane Testing Service by the application of a Sucrose Factor which shall be derived for each distribution period in accordance with the procedure defined in Chapter III of the "OFFICIAL METHODS".

Duration of distribution period

(2) The distribution period shall normally be one week but this may be varied by mutual agreement between the Mill Manager and the Technical Manager of the Central Board Cane Testing Service.

Variations

5. At any particular mill should circumstances arise which warrant a variation from the strict interpretation of any of paragraphs 2, 3 or 4, then the Central Board may authorise such variation on a temporary basis. All such variations shall be reported weekly to the Growers' Association and to the Millers' Association.

Rietbemonsteringtoerusting en prosedures

(2) (a) Die Sentrale Raad moet die rietbemonsteringtoerusting voorsien en onderhou tesame met die hulpmiddels vir die nasporing van riet en ander toestelle vir die voorbereiding van die rietmonsters en die neem van submonsters soos voorgeskryf in Hoofstuk IV van die "Amptelike Metodes".

(b) Die identifikasie en bemonstering van rietbesendings moet deur die Sentrale Raad se Riettoetsdiens uitgevoer word ooreenkomstig die prosedures aangegee in Hoofstuk VII van die "Amptelike Metodes".

Ontleding van rietmonster

(3) (a) Die Sentrale Raad moet die ontledingstoerusting voorsien en onderhou (soos voorgeskryf in Hoofstuk V van die "Amptelike Metodes") tesame met die bykomstige chemikalieë en glasware wat nodig is vir die meting van die vog, brix en suikrose-inhoud van rietmonsters.

(b) Die Sentrale Raad se Riettoetsdiens moet die ontleding van rietmonsters ter bepaling van die vog, brix en suikrose uitvoer ooreenkomstig die ontledingsprosedures omskryf in Hoofstuk VIII van die "Amptelike Metodes".

(c) Die Sentrale Raad se Riettoetsdiens moet die brix-%-ekstrak, suikrose-%-ekstrak, vog-%-riet, vesel-%-riet, brix-%-riet, suikrose-%-riet, nie-suikrose-%-riet en suiwerheid van rietsap bepaal volgens die berekeningsformules aangegee in Hoofstuk III van die "Amptelike Metodes".

(d) Die Sentrale Raad kan enige toetsresultate wat hy as ongerymd beskou, nietig verklaar of aanpas.

Besendings nie getoets nie

(4) Besendings wat om die een of ander rede nie getoets kan word nie, word gekrediteer met die gemiddelde van alle toetsresultate (maar nie van minder as drie afsonderlike toetse nie) wat verkry is van dieselfde kwekers se besendings wat getoets is gedurende die dan lopende verspreidingstydperk vasgestel ingevolge paragraaf 4 (2); by gebreke hiervan, moet die besendings gekrediteer word met die gemiddelde van alle toetsresultate vir alle riet gepers by die betrokke meul gedurende die dan lopende verspreidingstydperk, soos vasgestel volgens paragraaf 4 (2).

*Verspreiding van totale suikrose wat die meul ingaan**Bepaling en toepassing van die suikrosefaktor*

4. (1) Die toetsresultate van die suikrose-%-riet bepaal volgens paragraaf 3, moet in elke verspreidingstydperk deur die Sentrale Raad se Riettoetsdiens aangepas word deur die toepassing van 'n suikrosefaktor wat vir elke verspreidingstydperk verkry moet word ooreenkomstig die prosedure omskryf in Hoofstuk III van die "Amptelike Metodes".

Duur van verspreidingstydperk

(2) Die verspreidingstydperk is normaalweg een week maar kan verander word deur onderlinge ooreenkoms tussen die Meulbestuurder en die Tegnieuse Bestuurder van die Sentrale Raad se Riettoetsdiens.

Afwykinge

5. Indien omstandighede by 'n bepaalde meul ontstaan wat 'n afwyking van die strenge vertolking van enige van paragrawe 2, 3 of 4 regverdig, dan kan die Sentrale Raad sodanige afwyking op 'n tydelike grondslag magtig. Alle sodanige afwykings moet weekliks aan die Kwekersvereniging en die Meulenaarsvereniging gerapporteer word.

Condition of cane

6. Whenever a mill chemist or the cane testing service chemist considers that cane is being delivered in such a condition that it either detracts from the efficiency of the mill or causes a maldistribution of the sucrose between the mill suppliers, he may refer the matter to a nominee of the Mill Group Board, who shall be a grower. Such nominee may rule that the condition of the cane does not call for penalty or he may order the cane to be returned to the sender, or alternatively, may determine the percentage by which the mass of the delivery shall be reduced. He shall not, however, impose the foregoing penalty until he has sent at least one warning to the supplier.

If so requested by the miller concerned, the supplying growers shall appoint a Cane Supply Committee of not more than three growers to collaborate with the mill management in improving the condition of the cane supply.

Monthly cane and sucrose delivery statements

7. The Central Board shall report monthly to the milling company and to the Growers' Association the total mass of cane and the total mass of sucrose delivered by each grower to the mill during the preceding monthly period. Mills at which cane testing is not administered by the Central Board shall furnish the Central Board with a similar monthly statement of cane and sucrose deliveries.

Availability of records

8. The Central Board chemist and the miller shall render accessible to each other all books and records which are in any way relevant to the determination and distribution of the total sucrose in cane.

SCHEDULE D**THE EQUALISATION FUND**

1. There shall be established under the administration of the Central Board a fund to be known as the Equalisation Fund for the purpose of enabling payments to be made to growers in pursuance of clause 42 (b) of the Agreement.

2. The Equalisation Fund shall be financed by the Sugar Association as provided in clause 43 of the Agreement and as the levy is received it shall be reflected in separate books of account in the name of the Fund, and shall be paid into such banking accounts or bank or building society savings accounts or may be otherwise invested in such manner as the Central Board may determine from time to time.

3. All expenses of administering the Fund shall be borne by the Fund and in order to facilitate its administration such reserve as may be determined by the Central Board shall be carried over annually.

4. (1) The Central Board shall calculate the payments to be made each year and prepare the necessary schedules in the manner following:

(a) The mass of cane supplied by a grower in that year, who has delivered 3 500 metric tons of cane or less, shall qualify for payment at a flat rate of 60 cents per metric ton;

Toestand van riet

6. Wanneer die skeikundige van 'n meul of die skeikundige van die Riettoetsdiens van mening is dat riet in so 'n toestand gelewer word dat dit of afbreuk doen aan die doeltreffendheid van die meul of 'n wanverspreiding van sukrose onder die meul se leweransiers veroorsaak, kan hy die saak na 'n genomineerde van die Meulgroepraad, wat 'n kweker moet wees, verwys. Sodanige genomineerde kan beslis dat die toestand van die riet nie 'n boete noodsaak nie of hy kan beveel dat die riet teruggestuur word na die afsender, of so nie kan hy 'n persentasie bepaal waarmee die massa van die lewering verminder moet word. Hy mag egter nie voorgaande straf opleë voordat hy ten minste een waarskuwing aan die leweransier gestuur het nie.

Indien deur die betrokke meulenaar daartoe versoek, moet die leweransierkwekers 'n Riettoevoer Komitee aanstel van nie meer as drie kwekers nie om saam met die meulbestuur te werk om die toestand van die riet wat voorsien word te verbeter.

Maandelikse riet- en sukroseleweringsopgawes

7. Die Sentrale Raad moet maandeliks aan die meulmaatskappy en die Kwekersvereniging verslag doen oor die totale massa riet en die totale massa sukrose deur elke kweker aan die meul gelewer gedurende die voorgaande maandelikse tydperk. Meule waar riettoetsing nie deur die Sentrale Raad geadministreer word nie moet die Sentrale Raad van 'n soortgelyke maandelikse opgawe van riet- en sukroselewerings voorsien.

Beskikbaarheid van rekords

8. Die skeikundige van die Sentrale Raad en die meulenaar moet aan mekaar alle boeke en rekords beskikbaar stel wat op enige wyse betrekking het op die bepaling en verspreiding van die totale sukrose in riet.

BYLAE D**DIE GELYKMAKINGSFONDS**

1. Daar moet 'n fonds onder die administrasie van die Sentrale Raad gestig word, wat bekend sal staan as die Gelykmakingsfonds, ten einde betalings aan kwekers ingevolge klousule 42 (b) van die Ooreenkoms moontlik te maak.

2. Die Gelykmakingsfonds moet deur die Suikervereniging gefinansier word soos by klousule 43 van die Ooreenkoms bepaal, en namate die heffing ontvang word, moet dit in afsonderlike rekeningboeke op naam van die Fonds weerspieël en in sodanige bankrekenings of spaarrekenings van 'n bank of bougenootskap inbetaal word of kan dit andersins op so 'n wyse belê word as wat die Sentrale Raad van tyd tot tyd bepaal.

3. Alle uitgawes verbonde aan die administrasie van die Fonds moet deur die Fonds gedra word, en ten einde die administrasie te vergemaklik moet sodanige reserwebedrag as wat deur die Sentrale Raad bepaal word, jaarliks oorgedra word.

4. (1) Die Sentrale Raad moet die betalings wat elke jaar gedoen moet word soos volg bereken en die nodige state op die volgende wyse opstel:

(a) Die massa riet in daardie jaar gelewer deur 'n kweker wat 3 500 metrieke ton riet of minder gelewer het, kwalifiseer vir betaling teen 'n vaste tarief van 60c per metrieke ton;

(b) the mass of cane supplied by a grower in that year, who has delivered more than 3 500 metric tons but less than 13 500 metric tons of cane, shall qualify for payment in accordance with the following formula:

$$\frac{13\,500 - Y}{6\,750} \times 40,5c = \text{rate of payment per metric ton of Y where}$$

Y represents the metric tons of cane supplied by such grower;

(c) the mass of cane supplied by a grower in that year shall qualify for payment at a flat rate of Z cents per metric ton, where Z equals the balance of the Fund, after deduction of the amounts required for the purposes of (a) and (b) and paragraph 3, divided by the total number of metric tons of cane qualifying for participation in the Fund.

(2) After deducting the amount required for the purposes of paragraph 3, should the balance of the Fund be insufficient to meet the total of the payments prescribed in paragraphs 4 (1) (a) and (b), the full amount of each such payment shall be reduced by multiplying it by the fraction represented by the proportion which the balance of the Fund bears to the total of the prescribed payments.

5. (1) For the purposes of paragraph 4 "mass of cane supplied by a grower" means the total quantity of cane to the nearest metric ton supplied by a grower to a miller or millers during that year for the purpose of the manufacture of sugar, as recorded by the Central Board: Provided, however, that—

(a) where cane is supplied as aforesaid by different persons from the same land, during the same year whether by reason of a transfer or new allotment of the relevant quota or the reinstatement of a grower, or for any other cause, the payment in question shall be calculated as if all the cane supplied from the said land had been supplied by the grower who first supplied cane from the land during the year, and the division of the payment (if any) between the persons concerned shall be made pro rata to the mass of cane supplied by them;

(b) when cane is supplied by one or more growers from one or more farming enterprises, the payments shall be calculated at separate rates of payment only if the cane is supplied from entirely separate farming enterprises.

(2) The Central Board shall in each case determine whether a grower or growers conducts or conduct farming enterprises which are entirely separate, and may, in so determining, decide that none of several farming enterprises is separate, or that one or more of the enterprises is separate, from one or more of the others, which are not separate. In making its determination the Central Board shall take into account all relevant circumstances including in particular the methods of farming and organisation usually adopted at the relevant time in the Industry, and the extent to which the grower or growers in question or any person having a financial interest, direct or indirect, in the enterprise of the grower in question, has or have a financial interest, direct or indirect, in any other sugar cane farming enterprise.

In making its determination the Central Board shall at all times bear in mind that the object of this Equalisation Fund is to assist the bona fide small grower and shall discourage all attempts by other persons to obtain larger payments by the adoption of schemes or devices to that end.

(b) die massa riet in daardie jaar gelewer deur 'n kweker wat meer as 3 500 metrieke ton maar minder as 13 500 metrieke ton riet gelewer het, kwalifiseer vir betaling ooreenkomstig die volgende formule:

$$\frac{13\,500 - Y}{6\,750} \times 40,5c = \text{tarief van betaling per metrieke ton Y}$$

waar Y die metrieke ton riet wat deur sodanige kweker gelewer is, verteenwoordig;

(c) die massa riet wat in daardie jaar deur 'n kweker gelewer is, kwalifiseer vir betaling teen 'n vaste tarief van Z sent per metrieke ton, waar Z gelyk is aan die saldo in die Fonds na aftrekking van die bedrae wat nodig is vir die doeleindes van (a) en (b) en paragraaf 3, gedeel deur die totaal van die metrieke ton riet wat vir deelname aan die Fonds kwalifiseer.

(2) Indien na aftrekking van die bedrag benodig vir die doeleindes van paragraaf 3, die saldo van die Fonds onvoldoende is om die totale betalings voorgeskryf in paragraaf 4 (1) (a) en (b) te dek, moet die volle bedrag van elke sodanige betaling verminder word deur dit te vermenigvuldig met die breuk verteenwoordig deur die verhouding waarin die saldo van die Fonds tot die totale voorgeskrewe betalings staan.

5. (1) Vir doeleindes van paragraaf 4 beteken 'massa riet gelewer deur 'n kweker' die totale hoeveelheid riet tot die naaste metrieke ton gedurende daardie jaar deur 'n kweker aan 'n meulenaar of meulenaars gelewer vir die vervaardiging van suiker, soos deur die Sentrale Raad opgeteken: Met dien verstande egter dat—

(a) waar riet soos voornoemd gelewer word deur verskillende persone vanaf dieselfde grond gedurende dieselfde jaar, hetsy as gevolg van 'n oordrag of 'n nuwe toekenning van die betrokke kwota of die herinstelling van 'n kweker, of om enige ander rede, die betrokke betaling bereken moet word asof al die riet wat vanaf genoemde grond gelewer is, deur die kweker gelewer is wat eerste riet vanaf die grond gedurende die jaar gelewer het, en die verdeling van die betaling (as daar is) tussen die betrokke persone pro rata moet geskied tot die massa riet deur hulle gelewer;

(b) wanneer riet deur een of meer kwekers vanaf een of meer boerdery-ondernemings gelewer word, die betalings teen afsonderlike betalingstariewe bereken moet word net indien die riet van geheel en al afsonderlike boerdery-ondernemings gelewer word.

(2) Die Sentrale Raad moet in elke geval bepaal of 'n kweker of kwekers boerdery-ondernemings dryf wat geheel en al afsonderlik is, en by so 'n bepaling kan hy besluit dat geeneen van die verskillende ondernemings afsonderlik is nie of dat een of meer van die ondernemings afsonderlik is van een of meer van die ander wat nie afsonderlik is nie. By sy bepaling moet die Sentrale Raad alle verbandhebbende omstandighede in ag neem met inbegrip van veral die boerdery- en organisasietodes wat normaalweg op die betrokke tydstop in die Nywerheid toegepas word en die mate waarin die betrokke kweker of kwekers of iemand wat 'n finansiële belang, regstreeks of onregstreeks, by die onderneming van die betrokke kweker het, 'n finansiële belang, regstreeks of onregstreeks, by enige ander suikerrietboerderyonderneming het.

By sy bepaling moet die Sentrale Raad te alle tye in gedagte hou dat dit die doel van die Gelykmakingsfonds is om die bona fide-kleinkweker te help en moet hy alle pogings van die kant van ander persone om groter betalings te verkry deur die aanvaarding van skemas of planne te dien einde, ontmoedig.

6. (1) Every grower to whom this Schedule refers who has a basic quota of 100 metric tons of sucrose or more shall, whenever he may be required to do so in terms of this paragraph lodge in the office of the Central Board an application for payment of moneys accruing to him under the provisions of this Schedule in a form prescribed by the Central Board and verified by affidavit.

(2) Every grower who is required to lodge an application, as aforesaid, shall do so—

(a) in the case of such growers who are registered in the Growers' Register kept under the provisions of the Sugar Industry Agreement, 1943, immediately prior to the date of commencement of this Agreement: Between 1 June and 31 October 1982 and between 1 June and 31 October of every fifth year thereafter; or

(b) in the case of such growers who are registered in the Growers' Register after the commencement of this Agreement: Between 1 June and 31 October of the year following that in which they are so registered, and thereafter as provided in subparagraph (a) for growers referred to therein; and

(c) whenever otherwise required to do so by the Central Board.

(3) Any grower who has lodged an application, as aforesaid, shall notify the Central Board forthwith of every subsequent change in the sugar cane farming methods or organisation employed by him or in his financial interest or interests, direct or indirect, in any other sugar cane farming enterprise or enterprises, or in his own sugar cane farming enterprise or enterprises by the acquisition therein of a financial interest, direct or indirect, by any person having a financial interest, direct or indirect, in any other sugar cane farming enterprise, and he shall lodge a further application in the office of the Central Board, if, and within the period, required by the Central Board and thereafter as provided in subparagraph (2).

(4) (a) The Central Board shall distribute the prescribed application forms to the growers concerned to enable them to comply with the provisions of subparagraph (2), and also from time to time upon request, but it shall be the duty of the growers concerned to ensure that prescribed application forms properly completed in all respects, are lodged timeously in the office of the Central Board in accordance with the provisions of this paragraph, and the non-receipt by a grower of a prescribed application form dispatched to him shall not relieve him of his said duty.

(b) Any grower to whom this paragraph refers who fails to lodge an application in the prescribed form properly completed in all respects, and timeously, shall forfeit his right to receive payment in terms of paragraph 4 (1) (a) or (b) and shall be eligible only to receive a payment, if any, in terms of paragraph 4 (1) (c), for the year concerned and in each succeeding year during which he shall omit to lodge an application in the prescribed form with the Central Board.

(c) If a grower should fail to notify the Central Board of any event referred to in subparagraph (3), and, as a consequence of such omission, receive a payment or payments in any year or years in excess of the sum which he would otherwise have been qualified to receive, the amount of such excess shall be set off automatically against any subsequent sum or sums payable to such

6. (1) Elke kweker na wie hierdie Bylae verwys en wat 'n basiese kwota van 100 metrieke ton suikrose of meer het, moet, wanneer daar ook al ingevolge hierdie paragraaf van hom verlang word om dit te doen, by die kantoor van die Sentrale Raad 'n aansoek om die betaling van gelde wat ingevolge die bepalings van hierdie Bylae aan hom toeval, indien in 'n vorm soos voorgeskryf deur die Sentrale Raad en gestaaf deur 'n beëdigde verklaring.

(2) Elke kweker van wie daar verlang word om soos voormeld 'n aansoek in te dien, moet dit doen—

(a) in die geval van sodanige kwekers wat in die Kwekersregister wat kragtens die bepalings van die Suikernywerheid-ooreenkoms, 1943, gehou word, aldus onmiddellik voor die datum van inwerking-treding van hierdie Ooreenkoms geregistreer is: tussen 1 Junie en 31 Oktober 1982 en tussen 1 Junie en 31 Oktober van elke vyfde jaar daarna; of

(b) in die geval van sodanige kwekers wat in die Kwekersregister geregistreer is na die inwerking-treding van hierdie Ooreenkoms: tussen 1 Junie en 31 Oktober van die jaar wat volg op die een waarin hulle geregistreer is, en daarna soos in subparagraaf (a) bepaal vir kwekers daarin bedoel; en

(c) wanneer ook al andersins deur die Sentrale Raad versoek om dit te doen.

(3) 'n Kweker wat 'n aansoek soos voormeld ingedien het, moet die Sentrale Raad sonder versuim in kennis stel van elke daaropvolgende verandering in die suikerrietboerdery- of organisasietodes wat hy toepas of in sy regstreekse of onregstreekse finansiële belang of belange by enige ander suikerrietboerdery-onder-neming of -ondernemings, of in sy eie suikerrietboerdery-onder-neming of -ondernemings deur die verkryging van 'n regstreekse of onregstreekse finansiële belang daarby deur enigiemand wat 'n regstreekse of onregstreekse finansiële belang by enige ander suikerrietboerdery-onder-neming het, en hy moet 'n verdere aansoek by die kantoor van die Sentrale Raad indien as en binne die tydperk wat die Sentrale Raad dit verlang, en daarna soos in subparagraaf (2) bepaal.

(4) (a) Die Sentrale Raad moet die voorgeskrewe aansoekvorms onder die betrokke kwekers versprei om hulle in staat te stel om aan die bepalings van subpara-graaf (2) te voldoen, en doen dit ook van tyd tot tyd op versoek, maar dit is die plig van die betrokke kwekers om te sorg dat die voorgeskrewe aansoekvorms in alle opsigte behoorlik ingevul, betyds by die kantoor van die Sentrale Raad ooreenkomstig die bepalings van hierdie paragraaf ingedien word, en die nie-ont-vangs deur 'n kweker van die voorgeskrewe aansoek-vorm wat aan hom gestuur is, onthef hom nie van die genoemde plig nie.

(b) 'n Kweker in hierdie paragraaf bedoel, wat in gebreke bly om 'n aansoek op die voorgeskrewe vorm, in alle opsigte behoorlik ingevul, betyds in te dien, ver-beur sy reg om ingevolge paragraaf 4 (1) (a) of (b) beta-ling te ontvang en kom slegs in aanmerking vir beta-ling, indien enige, ingevolge paragraaf 4 (1) (c), vir die betrokke jaar en in elke daaropvolgende jaar waarin hy nalaat om 'n aansoek op die voorgeskrewe vorm by die Sentrale Raad in te dien.

(c) Indien 'n kweker nalaat om die Sentrale Raad van enige gebeurtenis te meld in subparagraaf (3) in kennis te stel en as gevolg van sodanige versuim 'n betaling of betalings in enige jaar of jare ontvang wat meer is as die bedrag waarvoor hy andersins sou kwali-fiseer, moet sodanige oorbetalings outomaties verreken word teen enige daaropvolgende bedrag of bedrae wat

grower from the Fund, failing which, it may be recovered by the Central Board as a debt due by such grower to the Fund.

(5) Notwithstanding anything to the contrary in this paragraph contained—

(a) a grower to whom this paragraph refers who fails to lodge an application in the form, manner and time provided herein may do so during the period from 1 June to 31 October in the following or any succeeding year and the provisions of paragraph 6 (4) (b) shall apply during the period of his default;

(b) every grower registered in the Growers' Register shall furnish the Central Board when called upon to do so with any information which the Central Board may reasonably require for the purpose of administering the Fund and the Central Board may require such information to be verified by affidavit, and in the event of a grower failing to furnish the Central Board with any information when called upon to do so, the Central Board may refuse to sanction any payments to him from the Fund until he has remedied his default to the reasonable satisfaction of the Central Board;

(c) the Central Board may condone the late filing of any application required to be made in terms hereof for such reasons as it may in its discretion consider adequate, provided that an application for condonation is lodged, in writing, in the office of the Central Board by not later than 15 December in the year in question. The decision of the Central Board upon any such application for condonation shall be final.

7. Payments to growers shall be made as soon as possible after the close of the crushing season and (unless payment at a later date is in any particular case decided upon by the Central Board) before 30 April each year: Provided that—

(a) interim payments may be authorised by the Central Board, if feasible, to any grower whose basic quota amounts to not less than 100 metric tons sucrose, and in the event of interim payments being authorised, they shall be made in every year on 15 August in respect of cane delivered up to the end of June of that year and on 15 December in respect of cane delivered in July, August, September and October of that year; all such payments shall be based on the amounts estimated by the Central Board to accrue to each grower in respect of such cane, less an amount determined by the Central Board to avoid overpayments, but, should an overpayment to a grower occur, such excess shall be set off automatically against any future sum or sums payable to such grower from the Fund, failing which it may be recovered by the Central Board as a debt due by such grower to the Fund;

(b) payment to growers shall be made by the Central Board itself or through agents approved by the Central Board from time to time; any agent so appointed shall furnish the Central Board with an auditor's certificate that the scheduled payments have been made.

aan sodanige kweker uit die Fonds betaalbaar is, en by gebreke hiervan kan die Sentrale Raad dit verhaal as 'n bedrag aan die Fonds deur sodanige kweker verskuldig.

(5) Ondanks andersluidende bepalings in hierdie paragraaf vervat—

(a) kan 'n kweker in hierdie paragraaf bedoel, wat in gebreke bly om 'n aansoek op die vorm, wyse en tyd soos hierin bepaal, in te dien, dit doen gedurende die tydperk 1 Junie tot 31 Oktober van die volgende of enige daaropvolgende jaar en is die bepalings van paragraaf 6 (4) (b) van toepassing gedurende die tydperk van sy versuim;

(b) moet 'n kweker wat in die Kwekersregister geregistreer is, wanneer hy versoek word om dit te doen, die Sentrale Raad voorsien van enige inligting wat die Sentrale Raad redelikerwys nodig het om die Fonds te administreer, en die Sentrale Raad kan vereis dat sodanige inligting deur 'n beëdigde verklaring gestaaf word en ingeval 'n kweker nalaat om die Sentrale Raad van inligting te voorsien wanneer hy versoek word om dit te doen, kan die Sentrale Raad weier om enige betalings uit die Fonds aan hom goed te keur totdat hy sy versuim tot redelike tevredenheid van die Sentrale Raad reggestel het;

(c) kan die Sentrale Raad die laat indiening van enige aansoek wat ingevolge die bepalings hiervan gedoen moet word om sodanige redes as wat hy volgens sy oordeel as voldoende beskou, kondoneer, op voorwaarde dat 'n aansoek om kondonering nie later nie as 15 Desember van die betrokke jaar skriftelik by die kantoor van die Sentrale Raad, ingedien word. Die besluit van die Sentrale Raad oor enige sodanige aansoek om kondonering, is finaal.

7. Betalings aan kwekers word so gou moontlik na die sluiting van die persseisoen gedoen en (tensy die Sentrale Raad tot oorbetalings op 'n later datum in 'n besondere geval besluit) voor 30 April van elke jaar: Met dien verstande dat—

(a) tussentydse betalings aan enige kweker wie se basiese kwota nie minder as 100 metrieke ton sukrose beloop nie, deur die Sentrale Raad gemagtig kan word indien doenlik en ingeval tussentydse betalings gemagtig word, hulle gedoen moet word op 15 Augustus van elke jaar ten opsigte van riet gelewer tot die einde Junie van daardie jaar en op 15 Desember ten opsigte van riet gelewer in Julie, Augustus, September en Oktober van daardie jaar; alle sodanige betalings word gebaseer op die bedrae wat volgens die Sentrale Raad se skatting aan elke kweker sal toeval ten opsigte van sodanige riet, min 'n bedrag bepaal deur die Sentrale Raad om oorbetalings te vermy, maar indien 'n oorbetalings aan 'n kweker gedoen word, moet sodanige oorbetalings outomaties verreken word teen enige toekomstige bedrag of bedrae betaalbaar aan sodanige kweker uit die Fonds; by gebreke hiervan kan die Sentrale Raad dit verhaal as 'n bedrag aan die Fonds deur sodanige kweker verskuldig;

(b) betaling aan kwekers gedoen word deur die Sentrale Raad self of deur agente wat van tyd tot tyd deur die Sentrale Raad goedgekeur word; enige agente wat aldus aangestel is, moet die Sentrale Raad van 'n ouditeursertifikaat voorsien ten effekte dat die gelyste betalings gedoen is.

8. Any question relating to this Schedule not specifically provided for therein, or any question or dispute arising thereunder, may be determined by the Central Board whose decision shall be final.

SCHEDULE E

MODIFICATION OF THE PROVISIONS OF THE AGREEMENT AS CONTEMPLATED IN CLAUSE 22 (11) THEREOF

In this Schedule "notional quota" means a quota which has before the commencement of the Act been determined by the Central Board for each grower attached to the T.S.B. mill as at 1 May 1978, by means of the following formula:

Notional quota..... = $0,667 \times (AB - C)$

Where:

- A..... = a grower's total area of registered quota land;
 B..... = the yield per ha under cane of such grower based on the average of his highest two consecutive years' sucrose deliveries since the 1968/69 season;
 C..... = such grower's basic quota at the commencement of the 1978/79 season.

PART I

The application of the provisions of the Agreement to growers attached to the T.S.B. Mill shall subject to clause 22 (11) (a) be modified as follows:

1. Clause 21 shall not apply to such growers in respect of extension land allotted to them before the commencement of the Act during the period of industrial development which was terminated on 25 August 1977.

2. (1) For any such growers who only holds a basic quota the farm mean peak shall equal such quota suitably converted into cane.

(2) For any such grower who holds both a basic and a notional quota the farm mean peak shall equal his total quota suitably converted into cane.

3. Notional quotas shall be subject to performance by such growers before they can be translated into basic quotas on the same basis as contingency quotas are so translated, and all the provisions of clause 15 relevant to contingency quotas shall apply *mutatis mutandis* to notional quotas.

PART II

The application of the provisions of the Agreement to all growers, millers and refiners shall be modified as follows for the year commencing 1 May 1979 only:

1. Notional quotas shall be cancelled and replaced by contingency quotas determined by the Central Board according to the provisions of clause 21.

2. (1) In addition to the industrial restriction factor referred to in clause 22 (3), which is hereinafter referred to as the first industrial restriction factor, the Sugar Association shall determine and redetermine from time to time a second industrial restriction factor.

(2) The second industrial restriction factor shall be determined upon the basis of—

(a) the industrial sucrose quota less the sucrose equivalent of—

(i) the estimates of growers referred to in clause 22 (2) (c) (i), and

8. Enige kwessie in verband met hierdie Bylae waarvoor daarin nie uitdruklik voorsiening gemaak word nie, of enige kwessie of geskil wat daaruit voortvloei, kan deur die Sentrale Raad beslis word, en sy beslissing is finaal.

BYLAE E

WYSIGING VAN DIE BEPALINGS VAN DIE OOREENKOMS SOOS BEOOG IN KLOUSULE 22 (11) DAARVAN

In hierdie Bylae beteken "denkbeeldige kwota" 'n kwota wat voor die inwerkingtreding van die Wet deur die Sentrale Raad vir elke kweker verbonde aan die T.S.B.-meul vasgestel is soos op 1 Mei 1978, deur middel van die volgende formule:

Denkbeeldige kwota = $0,667 \times (AB - C)$

Waar:

- A..... = 'n kweker se totale oppervlakte geregistreerde kwotagrond;
 B..... = die opbrengs per ha onder riet van sodanige kweker gebaseer op die gemiddelde van sy hoogste twee opeenvolgende jare se sukkroseleweringe sedert die 1968/69-seisoen;
 C..... = sodanige kweker se basiese kwota aan die begin van die 1978/79-seisoen.

DEEL I

Die toepassing van die bepalings van hierdie Ooreenkoms op kwekers verbonde aan die T.S.B.-meul, word behoudens klousule 22 (11) (a), soos volg gewysig:

1. Klousule 21 is nie van toepassing op sodanige kwekers ten opsigte van uitbreidingsgrond wat aan hulle toegeken is voor die inwerkingtreding van die Wet tydens die tydperk van nywerheidsuitbreiding wat op 25 Augustus 1977 ten einde geloop het nie.

2. (1) Vir enige sodanige kweker wat slegs 'n basiese kwota besit, is die gemiddelde plaasmaksimum gelyk aan sodanige kwota paslik omgerek in riet.

(2) Vir enige sodanige kweker wat beide 'n basiese en 'n denkbeeldige kwota besit, is die gemiddelde plaasmaksimum gelyk aan sy totale kwota paslik omgerek in riet.

3. Denkbeeldige kwotas is onderworpe aan vervulling deur sodanige kwekers voordat dit in basiese kwotas omgeskep kan word, op dieselfde basis as wat voorwaardelike kwotas aldus omgeskep word, en al die bepalings van klousule 15 wat op voorwaardelike kwotas betrekking het, is *mutatis mutandis* op denkbeeldige kwotas van toepassing.

DEEL II

Die toepassing van die bepalings van die Ooreenkoms op alle kwekers, meulenaars en raffineerders word slegs vir die jaar wat op 1 Mei 1979 begin, soos volg gewysig:

1. Denkbeeldige kwotas moet gekanselleer en vervang word deur voorwaardelike kwotas wat deur die Sentrale Raad ooreenkomstig die bepalings van klousule 21 vasgestel is.

2. (1) Benewens die nywerheidsbeperkingsfaktor in klousule 22 (3) bedoel, hierna die eerste nywerheidsbeperkingsfaktor genoem, moet die Suikervereniging 'n tweede nywerheidsbeperkingsfaktor bepaal en van tyd tot tyd herbepaal.

(2) Die tweede nywerheidsbeperkingsfaktor moet bepaal word op basis van—

(a) die nywerheidsukrosekwota min die sukkrose-ekwivalent van—

(i) die skattings van kwekers in klousule 22 (2) (c) (i) bedoel; en

(ii) the estimates, not exceeding 200 metric tons sucrose each, of growers whose farm mean peaks reduced by an estimated restriction factor do not exceed 200 metric tons sucrose, and

(iii) cane permitted to be delivered in terms of clause 35, and

(b) the industrial total of all farm mean peaks which exceed 200 metric tons sucrose.

3. (1) In addition to the preparation of the delivery quota schedule in terms of the provisions of clause 22 (4), (the first schedule) there shall be prepared a second delivery quota schedule (the second schedule). The second schedule shall be prepared upon the basis of—

(a) growers' farm mean peaks and the application thereto of the second restriction factor determined in paragraph 2 (2), and

(b) the distribution of—

(i) the shortfalls between growers' delivery quotas and their sucrose estimates for the year, and

(ii) quota referred to in clause 33 held in suspense or in trust in the name of the Central Board;

industrially *pro rata* to the farm mean peaks of growers whose farm mean peaks exceed 200 metric tons sucrose and who have cane surplus to their delivery quotas.

(2) In giving effect to the provisions of sub-paragraph (1) the provisions of clause 33 will be superseded and the provisions of clause 22 (5) and (6), and the method of control of production referred to in clause 23 (3) and the relevant provisions of clause 23 (5), shall be suspended.

4. (1) The second schedule shall be growers' effective delivery and effective adjusted delivery quotas for the year. Their cane and sucrose deliveries in terms of the second schedule shall be called A Pool cane and sucrose, which shall be paid for and dealt with in all respects according to the provisions of the Agreement in the normal way.

(2) Mills at which the total of all their growers' adjusted delivery quotas as reflected in the second schedule is greater than the total of all their growers' adjusted delivery quotas as reflected in the first schedule are hereinafter referred to as A Pool mills. Sugar manufactured by A Pool mills will be paid for and dealt with according to the provisions of paragraph 6.

(3) Mills at which the total of all their growers' adjusted delivery quotas as reflected in the first schedule is greater than the total of all their growers' adjusted delivery quotas as reflected in the second schedule are referred to hereinafter as B Pool mills entitled to manufacture B Pool sugar from deliveries of B Pool cane and sucrose, payment for which will be made according to the provisions of paragraph 7 (1). All sugar manufactured by B Pool mills shall be paid for in terms of the provisions of paragraph 6.

5. (1) The quantity of B Pool sugar entitled to be manufactured by a B Pool mill and the quantity of B Pool cane and sucrose which may be delivered to such mill for that purpose shall not exceed the quantity of sucrose equal to the difference between its growers' adjusted delivery quotas as reflected in the first and second schedules or the quantity of B Pool cane available from its own growers as determined by the Mill Group Board concerned and approved by the Central Board, whichever is the lesser.

(ii) die skattings, wat elk nie 200 metrieke ton suikrose oorskry nie, van kwekers wie se gemiddelde plaasmaksima, verminder met 'n geskatte beperkingsfaktor, nie 200 metrieke ton suikrose oorskry nie; en

(iii) riet waarvan die lewering ingevolge klousule 35 toegelaat word; en

(b) die nywerheidstotaal van alle gemiddelde plaasmaksima wat 200 metrieke ton suikrose oorskry.

3. (1) Benewens die opstelling van die staat van leweringskwotas ingevolge die bepalings van klousule 22 (4), (die eerste staat), moet daar 'n tweede staat van leweringskwotas opgestel word (die tweede staat). Die tweede staat moet opgestel word op die basis van—

(a) kwekers se gemiddelde plaasmaksima en die toepassing daarop van die tweede beperkingsfaktor bepaal volgens paragraaf 2 (2), en

(b) die verdeling van—

(i) die tekorte tussen kwekers se leweringskwotas en hulle suikroreskattings vir die jaar; en

(ii) kwotas in klousule 33 bedoel, wat opgeskort is of in trust gehou word op naam van die Sentrale Raad;

op 'n nywerheidsgrondslag na verhouding van die gemiddelde plaasmaksima van kwekers wie se gemiddelde plaasmaksima 200 metrieke ton suikrose oorskry en wat surplusriet bo hulle leweringskwotas het.

(2) By die uitvoering van die bepalings van subparagraaf (1) word die bepalings van klousule 33 vervang en word die bepalings van klousule 22 (5) en (6) en die produksiebeheermetode in klousule 23 (3) bedoel, en die toepaslike bepalings van klousule 23 (5), opgeskort.

4. (1) Die tweede staat is die kwekers se effektiewe lewerings- en effektiewe aangepaste leweringskwotas vir die jaar. Hulle riet- en suikroselectiewe lewerings ingevolge die tweede staat, word A-poel-riet en -suikrose genoem, waarvoor betaal word en waarmee in alle opsigte gehandel word ooreenkomstig die bepalings van die Ooreenkoms, op die gewone wyse.

(2) Meule waar die totaal van al hul kwekers se aangepaste leweringskwotas soos in die tweede staat aangegee, groter is as die totaal van al hul kwekers se aangepaste leweringskwotas soos in die eerste staat aangegee, word hierna A-poel-meule genoem. Vir suiker wat deur A-poel-meule vervaardig word, word betaal en daarmee word gehandel ooreenkomstig die bepalings van paragraaf 6.

(3) Meule waar die totaal van al hul kwekers se aangepaste leweringskwotas soos in die eerste staat aangegee, groter is as die totaal van al hul kwekers se aangepaste leweringskwotas soos in die tweede staat aangegee, word hierna B-poel-meule genoem wat geregtig is om B-poel-suiker te vervaardig van lewerings van B-poel-riet en -suikrose, waarvoor betaling ooreenkomstig die bepalings van paragraaf 7 (1) gedoen word. Vir alle suiker wat deur B-poel-meule vervaardig word, moet ingevolge die bepalings van paragraaf 6 betaal word.

5. (1) Die hoeveelheid B-poel-suiker wat 'n B-poel-meul geregtig is om te vervaardig en die hoeveelheid B-poel-riet en -suikrose wat aan sodanige meul vir daardie doel gelewer mag word, moet nie die hoeveelheid suikrose gelyk aan die verskil tussen sy kwekers se aangepaste leweringskwotas soos in die eerste en die tweede staat aangegee, of die hoeveelheid B-poel-riet beskikbaar van sy eie kwekers soos deur die betrokke Meulgroepraad vasgestel en deur die Sentrale Raad goedgekeur, watter ook al die minste is, oorskry nie.

(2) Growers attached to a B Pool mill whose farm mean peaks exceed 200 metric tons sucrose and whose adjusted delivery quotas as reflected in the second schedule are less than their adjusted delivery quotas as reflected in the first schedule and who have available cane, may apply to the Central Board to deliver to such B Pool mill quantities of sucrose up to the differences between their adjusted delivery quotas as reflected in the first and second schedules in accordance with rules of procedure which shall be determined by the Central Board.

(3) In addition to the deliveries referred to in subparagraph (2) such growers who still have available cane may apply to the Central Board to make further deliveries to such B Pool mill to meet any shortfalls which may be occasioned by other such growers being unable or unwilling to deliver the differences between their adjusted delivery quotas as provided in the said subparagraph.

(4) Subject to the provisions of subparagraph (1), should the growers referred to in subparagraphs (2) and (3), with available cane, be unwilling to deliver all or part of the permissible quantity of B Pool cane, the deficit may be supplied by other growers who are willing to supply B Pool cane, and who have duly applied to the Central Board to do so, in accordance with rules of procedure which shall be determined by it for that purpose. If so approved by the Sugar Association, such cane may be diverted to the B Pool mill concerned at industrial expense.

(5) If, in spite of the provisions of subparagraphs (2), (3) and (4), a B Pool mill is unable to attract sufficient B Pool cane to the extent provided in subparagraph (1) then, with the approval of the Sugar Association, the B Pool mill concerned may arrange with another mill or mills to crush a quantity of their growers' cane equivalent to the deficit. Cane so supplied to such other mill or mills shall be paid for and dealt with in terms of paragraph 7, and the other mill or mills and the B Pool mill concerned shall be paid in respect of such equivalent quantity of cane according to the provisions of paragraph 6 (3).

(6) Subject to the provisions of subparagraph (7), if a B Pool mill satisfied the Central Board that it has been unable to arrange with another mill or mills to crush the required quantity of cane as provided in subparagraph (5) then, with the approval of the Sugar Association, such B Pool mill may arrange with an A Pool mill or mills for a similar quantity of cane which may be crushed by them and for which payment is to be made in terms of paragraph 6 (2), to be converted to cane for which payment to the A and B Pool mills concerned shall be made in terms of paragraph 6 (4).

(7) Notwithstanding the sequence of the provisions of subparagraphs (5) and (6), a B Pool mill may, with the prior approval of the Sugar Association, proceed according to the provisions of subparagraph (6) without endeavouring to carry out the provisions of subparagraph (5), provided that the Sugar Association is satisfied that by doing so the result would be economically advantageous to the Industry.

6. (1) (a) An A Pool mill shall receive the full sugar price for cane crushed equivalent to the total of its growers' adjusted delivery quotas as reflected in the first schedule, and the provisions of the Agreement relating thereto shall apply in all respects in the ordinary way.

(2) Kwekers wat aan 'n B-poel-meul verbonde is en wie se gemiddelde plaasmaksima 200 metrieke ton sukrose oorskry en wie se aangepaste leweringskwotas soos in die tweede staat aangegee, minder is as hul aangepaste leweringskwotas soos in die eerste staat aangegee en wat riet beskikbaar het, kan by die Sentrale Raad aansoek doen om aan sodanige B-poel-meul hoeveelhede sukrose te lower tot die verskille tussen hul aangepaste leweringskwotas soos in die eerste en die tweede staat aangegee ooreenkomstig prosedure-reëls wat deur die Sentrale Raad vasgestel word.

(3) Benewens die lewerings in subparagraph (2) bedoel, kan sodanige kwekers wat nog riet beskikbaar het, by die Sentrale Raad aansoek doen om verdere lewerings aan sodanige B-poel-meul te doen ter aanvulling van enige tekorte veroorsaak deur ander sodanige kwekers wat nie in staat is nie of onwillig is om die verskille tussen hul aangepaste leweringskwotas soos voorsien in genoemde subparagraph, te lower.

(4) Behoudens die bepalings van subparagraph (1), indien die kwekers in subparagraph (2) en (3) bedoel, met beskikbare riet, onwillig is om die hele of 'n gedeelte van die toelaatbare hoeveelheid B-poel-riet te lower, kan die tekort aangevul word deur ander kwekers wat gewillig is om B-poel-riet te lower en wat behoorlik by die Sentrale Raad aansoek gedoen het om dit te doen, ooreenkomstig die prosedure-reëls wat vir daardie doel deur die Sentrale Raad vasgestel is. Indien die Suikervereniging dit goedkeur, kan sodanige riet na die betrokke B-poel-meul op koste van die Nywerheid afgewend word.

(5) Indien 'n B-poel-meul, ten spyte van die bepalings van subparagraph (2), (3) en (4), nie in staat is om voldoende B-poel-riet in die mate in subparagraph (1) voorsien, te bekom nie dan kan die betrokke B-poel-meul, met die goedkeuring van die Suikervereniging, met 'n ander meul of meule reël om 'n hoeveelheid van hul kwekers se riet, gelyk aan die tekort, te pers. Vir riet wat aldus aan sodanige ander meul of meule verskaf is, moet betaal word en daarmee moet gehandel word ingevolge paragraaf 7, en die ander meul of meule en die betrokke B-poel-meul word betaal ten opsigte van sodanige gelyke hoeveelheid riet ooreenkomstig die bepalings van paragraaf 6 (3).

(6) Behoudens die bepalings van subparagraph (7), indien 'n B-poel-meul die Sentrale Raad tevrede stel dat hy nie in staat was om met 'n ander meul of meule te reël om die vereiste hoeveelheid riet, soos in subparagraph (5) voorsien, te pers nie, dan kan sodanige B-poel-meul, met die goedkeuring van die Suikervereniging, met 'n A-poel-meul of -meule reël dat 'n dergelyke hoeveelheid riet wat deur hulle geper mag word en waarvoor betaling ingevolge paragraaf 6 (2) gedoen moet word, omgerekend word in riet waarvoor betaling aan die betrokke A- en B-poel-meul ingevolge paragraaf 6 (4) gedoen moet word.

(7) Nieteenstaande die volgorde van die bepalings van subparagraph (5) en (6), kan 'n B-poel-meul met die voorafverkreë goedkeuring van die Suikervereniging, handel ooreenkomstig die bepalings van subparagraph (6) sonder om te poog om die bepalings van subparagraph (5) uit te voer, mits die Suikervereniging daarvan oortuig is dat dit ekonomies voordelig vir die Nywerheid sal wees indien aldus gehandel word.

6. (1) 'n A-poel-meul ontvang die volle suikerprys vir geperste riet gelyk aan die totaal van sy kwekers se aangepaste leweringskwotas soos in die eerste staat aangegee, en die bepalings van die Ooreenkoms wat daarop betrekking het, geld in alle opsigte op die gewone wyse.

(b) Such A Pool mill shall be paid for the quantity of cane crushed by it equivalent to the difference between its growers' effective adjusted delivery quotas and their adjusted delivery quotas as reflected in the first delivery quota schedule at the marginal rate of R3,50 per ton of cane plus the sucrose price payable therefor.

(2) (a) A B Pool mill shall receive the full sugar price for cane crushed equivalent to the total of its growers' effective adjusted delivery quotas, and the provisions of the Agreement relating thereto shall apply in all respects in the ordinary way.

(b) Such B Pool mill shall be paid for the quantity of cane crushed by it equivalent to the difference between its growers' adjusted delivery quotas as reflected in the first schedule and their effective adjusted delivery quotas at the full sugar price less the sucrose price.

(3) A mill which crushes cane by an arrangement made in terms of the provisions of paragraph 5 (5) shall be paid the full sugar price therefor excluding the cost of sucrose, which sum shall be shared between it and the B Pool mill concerned on the basis that the difference between the said sugar price and the marginal milling rate of R3,50 per ton of cane so crushed shall be paid to the B Pool mill.

(4) An A Pool mill which is permitted in terms of paragraph 5 (6) to convert a quantity of cane for which it was entitled to be paid in terms of subparagraph (1) (b) of this paragraph, shall be paid the full sugar price therefor including the price of sucrose, which sum shall be shared between it and the B Pool mill concerned. The A Pool mill shall retain the price of sucrose plus the marginal milling rate of R3,50 per ton of cane and the balance shall be paid to the B Pool mill.

7. (1) B Pool cane delivered to B Pool mills or to A Pool mills in terms of the provisions of paragraph 5 (5), shall be paid for at the marginal rate of R6 per ton of cane.

(2) B Pool cane shall not at any time and under any circumstances qualify for payments from the Equalisation Fund established in Schedule D to the Agreement.

(3) The sucrose equivalent of B Pool cane shall qualify as a grower's delivery for the purpose of clause 15 (4) (b) of the Agreement.

8. The cost of transporting cane not covered by the rules referred to in clause 37 of the Agreement shall be paid for in terms of rules which shall be determined by the Sugar Association, and shall be additional to the sums payable to millers and growers in terms of paragraphs 6 (1) (b) and 7 (1) respectively.

9. (1) Should a grower who has delivered B Pool sucrose in excess of his effective adjusted delivery quota be unable for that reason to fulfil his delivery or adjusted delivery quota in the year commencing 1 May 1980, he shall be paid for the deficit in that year to the maximum extent of such excess delivery the full sucrose price determined for the year commencing 1 May 1979 less the sum paid to him for the equivalent quantity of cane in terms of paragraphs 7 (1) and 8.

(2) Should restrictive control of production be suspended in terms of clause 22 (1) (a) of the Agreement for the year commencing 1 May 1980, a grower referred to in subparagraph (1) shall be paid in that year

(b) Sodanige A-poel-meul word vir die hoeveelheid riet deur hom gepers wat gelyk is aan die verskil tussen sy kwekers se effektiewe aangepaste leweringskwotas en hul aangepaste leweringskwotas soos in die eerste staat van leweringskwotas aangegee, betaal teen die grenstarief van R3,50 per ton riet plus die sukroseprijs wat daarvoor betaalbaar is.

(2) (a) 'n B-poel-meul ontvang die volle suikerprijs vir geperste riet gelyk aan die totaal van sy kwekers se effektiewe aangepaste leweringskwotas, en die bepalings van die Ooreenkoms wat daarop betrekking het, geld in alle opsigte op die gewone wyse.

(b) Sodanige B-poel-meul word vir die hoeveelheid riet deur hom gepers wat gelyk is aan die verskil tussen sy kwekers se aangepaste leweringskwotas soos in die eerste staat aangegee en hul effektiewe aangepaste leweringskwotas betaal teen die volle suikerprijs min die sukroseprijs.

(3) 'n Meul wat riet pers volgens 'n reëling getref ingevolge die bepalings van paragraaf 5 (5) word die volle suikerprijs daarvoor betaal uitgesonderd die koste van sukrose, welke bedrag tussen dié meul en die betrokke B-poel-meul verdeel word op die basis dat die verskil tussen genoemde suikerprijs en die grensmeul-tarief van R3,50 per ton riet wat aldus gepers is, aan die B-poel-meul betaal word.

(4) Aan 'n A-poel-meul wat ingevolge paragraaf 5 (6) toegelaat is om 'n hoeveelheid riet waarvoor dit geregtig was om ingevolge subparagraaf (1) (b) van hierdie paragraaf betaal te word, om te reken, word die volle suikerprijs daarvoor betaal, insluitende die prys van sukrose, welke bedrag tussen dié meul en die betrokke B-poel-meul verdeel word. Die A-poel-meul behou die prys van die sukrose plus die grensmeul-tarief van R3,50 per ton riet en die saldo word aan die B-poel-meul betaal.

7. (1) Vir B-poel-riet wat aan B-poel-meule of aan A-poel-meule ingevolge die bepalings van paragraaf 5 (5) gelewer is, word betaal teen die grenstarief van R6 per ton riet.

(2) B-poel-riet kom nie te eniger tyd of onder enige omstandighede in aanmerking vir betalings uit die Gelykmakingsfonds wat ingevolge Bylae D van die Ooreenkoms gestig is nie.

(3) Die sukrose-ekwivalent van B-poel-riet kwalifiseer as 'n kweker se lewering vir die doel van klousule 15 (4) (b) van die Ooreenkoms.

8. Vir die vervoerkoste van riet wat nie gedek word deur die reëls bedoel in klousule 37 van die Ooreenkoms nie moet betaal word ingevolge reëls wat deur die Suikervereniging vasgestel word, en die koste is bykomend by die bedrae wat onderskeidelik aan meulenaars en kwekers betaalbaar is ingevolge paragrawe 6 (1) (b) en 7 (1).

9. (1) Indien 'n kweker wat meer B-poel-sukrose as sy effektiewe aangepaste leweringskwota gelewer het om daardie rede nie in staat is om sy lewerings- of aangepaste leweringskwota in die jaar beginnende 1 Mei 1980 te vervul nie, word hy vir die tekort in daardie jaar tot die maksimum omvang van sodanige oormaatlewering die volle sukroseprijs wat vir die jaar beginnende 1 Mei 1979 bepaal is, betaal, min die bedrag wat aan hom vir die gelyke hoeveelheid riet ingevolge paragrawe 7 (1) en 8 betaal is.

(2) Indien beperkende produksiebeheer ingevolge klousule 22 (1) (a) van die Ooreenkoms vir die jaar beginnende 1 Mei 1980 opgeskort sou word, word 'n kweker in subparagraaf (1) bedoel, in daardie jaar die

the full sucrose price determined for the year commencing 1 May 1979 in respect of the whole quantity of his excess deliveries of B Pool sucrose less the sum paid to him therefor in terms of paragraphs 7 (1) and 8.

10. (1) Notwithstanding the provisions of paragraph 6 (3) and (4), should—

(a) an A Pool mill have less sucrose available to it in the year commencing 1 May 1980 for the reason that its growers delivered sucrose in excess of their total adjusted delivery quotas as reflected in the first schedule; or

(b) a B Pool mill have less sucrose available to it in the year commencing 1 May 1980 for the reason that its growers delivered sucrose in excess of the total of their effective adjusted delivery quotas; then

(c) such mill shall be paid in that year for the deficit between the total of its growers' adjusted delivery quotas and the quantity of sucrose actually delivered in that year the full sugar price for the year commencing 1 May 1979 up to the extent by which the total quantity of sucrose delivered by its growers exceeded their adjusted delivery quotas as reflected in the first and second schedules respectively, less the sucrose price and any payment made in terms of paragraph 8.

(2) Notwithstanding the provisions of paragraph 6 (3) or (4), should restrictive control of production be suspended in terms of clause 22 (1) (a) of the Agreement for the year commencing 1 May 1980—

(a) an A Pool mill shall be paid in that year the full sugar price for all cane crushed by it in the year commencing 1 May 1979 less all sums received by, or paid to, it in terms of paragraphs 6 and 8; and

(b) a B Pool mill which crushes cane in terms of paragraph 5 (5) shall be paid for the quantity of cane so crushed on the same basis as provided in (a).

11. (1) All payments due to mills and growers in terms of the provisions of this Schedule, save those payable in terms of the Agreement, shall be made in terms of rules which shall be determined by the Sugar Association.

(2) The Sugar Association may determine any matter not specifically provided for in this Schedule and generally frame rules of procedure necessary to give effect to subparagraph (1) and the other paragraphs of this Part which affect the financial relationship between mills.

volle suikroseprijs betaal wat vir die jaar beginnende 1 Mei 1979 bepaal is ten opsigte van die totale hoeveelheid van sy oormaatlewings van B-poel-suikroze min die bedrag wat daarvoor ingevolge paragraaf 7 (1) en 8 aan hom betaal is.

10. (1) Ondanks die bepalings van paragraaf 6 (3) en (4), indien—

(a) 'n A-poel-meul minder suikroze in die jaar beginnende 1 Mei 1980 vir homself beskikbaar het omrede sy kwekers meer suikroze as hul totale aangepaste lewingskwotas soos aangegee in die eerste staat, gelewer het; of

(b) 'n B-poel-meul minder suikroze in die jaar beginnende 1 Mei 1980 vir homself beskikbaar het omrede sy kwekers meer suikroze as die totaal van hul effektiewe aangepaste lewingskwotas gelewer het; dan

(c) word sodanige meul in daardie jaar vir die verskil tussen die totaal van sy kwekers se aangepaste lewingskwotas en die hoeveelheid suikroze wat werklik in daardie jaar gelewer is, betaal teen die volle suikerprys vir die jaar beginnende 1 Mei 1979 na die mate waarin die totale hoeveelheid suikroze wat deur sy kwekers gelewer is, hul aangepaste lewingskwotas soos onderskeidelik in die eerste en die tweede staat aangegee, oorskry, min die suikroseprijs en enige betaling ingevolge paragraaf 8 gedoen.

(2) Ondanks die bepalings van paragraaf 6 (3) of (4), indien beperkende produksiebeheer ingevolge klousule 22 (1) (a) van die Ooreenkoms vir die jaar beginnende 1 Mei 1980 opgeskort word—

(a) word 'n A-poel-meul in daardie jaar die volle suikerprys betaal vir alle riet wat deur dié meul gepers is in die jaar beginnende 1 Mei 1979 min alle bedrae ingevolge paragraaf 6 en 8 deur die meul ontvang of aan die meul betaal; en

(b) word 'n B-poel-meul wat riet ingevolge paragraaf 5 (5) pers, vir die hoeveelheid aldus gesterste riet betaal op dieselfde basis soos voorgeskryf in (a).

11. (1) Alle betalings verskuldig aan meule en kwekers ingevolge die bepalings van hierdie Bylae, uitgesonderd dié betaalbaar ingevolge die Ooreenkoms, geskied ingevolge reëls wat deur die Suikervereniging vasgestel word.

(2) Die Suikervereniging kan enige saak beslis waarvoor daar nie uitdruklik in hierdie Bylae voorsiening gemaak is nie en kan in die algemeen prosedurereëls opstel wat nodig is om aan subparagraaf (1) en die ander paragrafe van hierdie Deel rakende die finansiële verhouding tussen meule onderling uitvoering te gee.

No. R. 860

27 April 1979

CONSTITUTION OF THE SOUTH AFRICAN SUGAR ASSOCIATION

I, Jan Christiaan Heunis, Minister of Economic Affairs, hereby publish in terms of section 2 (1) of the Sugar Act, 1978 (Act 9 of 1978), the terms of the Constitution of the South African Sugar Association as set forth in the Schedule hereto.

J. C. HEUNIS, Minister of Economic Affairs.

No. R. 860

27 April 1979

GRONDWET VAN DIE SUID-AFRIKAANSE SUIKERVERENIGING

Ek, Jan Christiaan Heunis, Minister van Ekonomiese Sake, publiseer hierby kragtens artikel 2 (1) van die Suikerwet, 1978 (Wet 9 van 1978), die bepalings van die Grondwet van die Suid-Afrikaanse Suikervereniging soos in die Bylae hiervan uiteengesit.

J. C. HEUNIS, Minister van Ekonomiese Sake.

SCHEDULE

CONSTITUTION OF THE SOUTH AFRICAN SUGAR ASSOCIATION

1. *Name and registered office.*

(1) *Name.*—The name of the Association shall be the "South African Sugar Association".

(2) *Registered Office.*—The registered office of the Association shall be situated in the Province of Natal.

2. *Membership and representation.*

(1) *Membership.*—The members of the Association shall be the South African Sugar Millers' Association Limited and the South African Cane Growers' Association. They are hereinafter referred to as the Millers' Section and the Growers' Section respectively.

(2) *Representation.*—Each Section shall be represented in the Association by 18 delegates appointed by it. In addition Hulets Refineries Limited shall have one representative, who shall, however, not be entitled to vote at meetings of the Association.

3. *Administration.*

(1) An Honorary President and Honorary Vice-President may be elected annually. They need not be delegates nor members of either Section.

(2) The affairs of the Association shall be administered by a Council consisting of a Chairman, a Vice-Chairman, and 14 Councillors elected annually at the general meeting, of whom seven shall be nominated by the delegates of the Millers' Section from among their number and seven shall be nominated by the delegates of the Growers' Section from among their number. The delegates of each Section may also nominate alternates to their elected Councillors from among their number, such alternates being elected annually at the general meeting. Any member failing by himself or his alternate to attend three consecutive meetings without leave of absence from the Council shall vacate office. Casual vacancies shall be filled by the Section which nominated the retired Councillor or alternate, subject to the approval of Council.

(3) The officers of the Association shall consist of a Chairman, Vice-Chairman, and Manager/s and/or Secretary. The Chairman and Vice-Chairman shall be elected annually at the general meeting of the Association on such terms as the Association may deem fit. They need not be delegates or members of either Section. Casual vacancies occurring in the offices of Chairman or Vice-Chairman shall be filled by Council, such appointees to hold office until the following general meeting. The Manager/s and/or Secretary shall be appointed on such terms and conditions as the Council may approve.

(4) The Council may elect an executive committee from its own members consisting of such number as the Council may decide, and shall also elect such committees as it may consider necessary. The Council shall determine the duties of any committee appointed by it and shall have the right to alter such duties from time to time. Committees shall without undue delay report to the Council. All committees shall be subject to the directions, and under the control, of the Council. Unless otherwise agreed both the Growers' Section and Millers' Section shall be equally represented upon every committee. The Chairman and Vice-Chairman of the Association shall be ex-officio members of all committees if not actually appointed thereto.

BYLAE

GRONDWET VAN DIE SUID-AFRIKAANSE SUIKERVERENIGING

1. *Naam en geregistreerde kantoor.*

(1) *Naam.*—Die naam van die Vereniging is die "Suid-Afrikaanse Suikervereniging".

(2) *Geregistreerde kantoor.*—Die geregistreerde kantoor van die Vereniging is in die provinsie Natal geleë.

2. *Lidmaatskap en verteenwoordiging.*

(1) *Lidmaatskap.*—Die lede van die Vereniging is die Suid-Afrikaanse Suikermeulenaarsvereniging Beperk en die Suid-Afrikaanse Rietkwekersvereniging. Hulle word hierna onderskeidelik die Meulenaarsafdeling en die Kwekersafdeling genoem.

(2) *Verteenwoordiging.*—Elke afdeling word in die Vereniging verteenwoordig deur 18 afgevaardigdes, deur die betrokke afdeling benoem. Daarbenewens het Hulets Refineries Beperk een verteenwoordiger, wat egter nie geregtig is om op die vergaderings van die Vereniging te stem nie.

3. *Administrasie.*

(1) 'n Erepresident en 'n Ere-vice-president kan jaarliks verkies word. Hulle hoef nie afgevaardigdes of lede van een van die twee afdelings te wees nie.

(2) Die sake van die Vereniging word bestuur deur 'n Raad wat bestaan uit 'n Voorsitter, 'n Vise-voorsitter, en 14 raadslede wat jaarliks op die algemene vergadering verkies word, van wie sewe deur die afgevaardigdes van die Meulenaarsafdeling uit hulle gelede benoem word, en sewe deur die afgevaardigdes van die Kwekersafdeling uit hulle gelede benoem word. Die afgevaardigdes van elke afdeling kan ook plaasvervangers vir hulle verkose raadslede uit hulle gelede benoem, welke plaasvervangers jaarliks op die algemene vergadering verkies word. 'n Lid wat versuim om self, of deur sy plaasvervanger, drie agtereenvolgende vergaderings by te woon sonder verlof tot afwesigheid van die Raad, moet sy amp neerlê. Toevallige vakatures moet gevul word deur die afdeling wat die gewese lid of plaasvervanger benoem het, behoudens die goedkeuring van die Raad.

(3) Die ampsdraers van die Vereniging bestaan uit 'n Voorsitter, Vise-voorsitter, en Bestuurder/s en/of Sekretaris. Die Voorsitter en Vise-voorsitter word jaarliks op die algemene vergadering van die Vereniging verkies op sodanige voorwaardes as wat die Vereniging goed ag. Hulle hoef nie afgevaardigdes of lede van een van die twee Afdelings te wees nie. Toevallige vakatures wat in die amp van Voorsitter of van Vise-voorsitter ontstaan, moet deur die Raad gevul word, en so 'n aangestelde beklee die amp tot die volgende algemene vergadering. Die Bestuurder/s en/of Sekretaris word aangestel behoudens sodanige bepalinge en voorwaardes as wat die Raad goedkeur.

(4) Die Raad kan 'n uitvoerende komitee uit sy eie lede kies, bestaande uit soveel lede as wat die Raad besluit, en kies ook sodanige komitees as wat hy nodig ag. Die Raad bepaal die pligte van enige komitee wat deur hom aangestel is, en het die reg om sodanige pligte van tyd tot tyd te verander. Komitees moet sonder onnodige vertraging aan die Raad verslag doen. Alle komitees is onderworpe aan die voorskrifte en staan onder die beheer van die Raad. Tensy anders ooreengekom is, moet die Kwekersafdeling en die Meulenaarsafdeling deur dieselfde getal lede in elke komitee verteenwoordig wees. Die Voorsitter en Vise-voorsitter van die Vereniging is ex officio lede van alle komitees indien hulle nie werklik daarin aangestel is nie.

(5) Auditors shall be elected at the general meeting in each year and their remuneration shall be fixed at such meeting for the past year's audit. Auditors shall be eligible for re-election, but no delegates shall be eligible as auditors. The auditors shall have the right of access at all times to the books and vouchers of the Association and shall be entitled to require from the Council and officers of the Association such information and explanations as may be necessary for the performance of their duties as auditors.

4. Objects.

The objects for which the Association is established are:

(1) To promote, foster, regulate, co-ordinate and assist with the production, storage, transport, handling and sale of sugar industry products.

(2) To represent the views of the Sugar Industry to Parliament, Government and other public bodies and officials in the Republic of South Africa, and elsewhere, in such manner as the Council may deem expedient. Neither member shall approach or make representations to the Government of the Republic of South Africa or any Government Department, or Parliament on any matter, affecting or of general interest to, the Sugar Industry without first giving the Association 10 days' written notice of its intention to do so.

(3) To provide machinery for examining and settling major grievances amongst sections of the industry.

(4) To promote reciprocal and/or preferential arrangements as to duties and tariffs, with the object of fostering, stimulating and regulating the promotion of the sugar industry in South Africa.

(5) To take such steps as may be considered desirable to increase the consumption of sugar industry products, and to ensure that they will reach the consumer through the most direct and economical channels.

(6) To take steps for the improvement of the technical knowledge of persons engaged in the Sugar Industry.

(7) To establish from time to time an experiment station or experiment stations and a training centre or centres, and for such purposes to raise such loans with or without security for such amounts, and at such rates of interest and subject to such terms as may from time to time be necessary.

(8) To maintain out of revenue any station or stations and any centre or centres so established.

(9) To deal with questions relating to labour.

(10) To make donations to whatever cause or for whatever purpose Council may decide and to sponsor where decreed advisable and in the interests of the Sugar Industry the arts, sport or whatever other activity Council may elect to support.

(11) To promote and assist in the cause of education in the Republic of South Africa or elsewhere.

(12) To collect and circulate statistics and other information on all matters of interest to the Sugar Industry.

(13) To guarantee staff housing loans on such terms and conditions as may be established.

(5) Ouditeurs moet op die algemene vergadering elke jaar verkies word en hulle besoldiging moet op sodanige vergadering vir die oudit van die afgelope jaar vasgestel word. Ouditeurs is herkiesbaar, maar geen afgevaardigdes mag as ouditeurs gekies word nie. Die ouditeurs het te alle tye reg van toegang tot die boeke en bewysstukke van die Vereniging en is geregtig om van die Raad en beamptes van die Vereniging sodanige inligting en verduidelikings te vereis as wat nodig mag wees vir die uitvoering van hulle pligte as ouditeurs.

4. Doelstellings.

Die doelstellings van die Vereniging is soos volg:

(1) Om die produksie, opberging, vervoer, hantering en verkoop van suikernywerheidsprodukte te bevorder, aan te help, te reguleer en te koördineer en daarmee behulpsaam te wees.

(2) Om die sienswyse van die Suikernywerheid aan die Volksraad, die Regering en ander openbare liggame en amptenare in die Republiek van Suid-Afrika en elders voor te lê op die wyse wat die Raad wenslik ag. Geeneen van die lede mag die Regering van die Republiek van Suid-Afrika of enige Staatsdepartement, of Volksraad oor enige saak rakende, of in die algemene belang van die Suikernywerheid, nader of vertoë aan hom rig sonder om die Vereniging vooraf 10 dae skriftelike kennis te gee van sy voorneme om dit te doen nie.

(3) Om voorsiening te maak vir die ondersoek en beslegting van ernstige griewe wat onder afdelings van die Nywerheid mag ontstaan.

(4) Om in verband met invoerregte en tariewe weder- sydse en/of voorkeurreëlins te bevorder met die doel om die bevordering van die suikernywerheid in Suid-Afrika aan te moedig, te versterk en te reguleer.

(5) Om die stappe te doen wat wenslik geag word om die verbruik van suikernywerheidsprodukte te verhoog, en om te verseker dat dit die verbruiker langs die mees regstreekse en ekonomiese kanale bereik.

(6) Om stappe te doen ter verbetering van die tegniese kennis van persone wat in die Suikernywerheid werksaam is.

(7) Om van tyd tot tyd 'n proefstasie of proefstasies en 'n opleidingsentrum of opleidingsentrums te stig, en om vir daardie doel lenings met of sonder sekuriteit vir sodanige bedrae aan te gaan, teen sodanige rentekoerse en op sodanige voorwaardes as wat van tyd tot tyd nodig mag wees.

(8) Om uit inkomste enige stasie of stasies en enige sentrum of sentrums wat aldus gestig is, in stand te hou.

(9) Om vraagstukke aangaande arbeid te hanteer.

(10) Om skenkings te maak aan watter saak of vir watter doel die Raad ook al besluit skenkings gemaak moet word, en om waar dit wenslik en in belang van die Suikernywerheid geag word, die kunste, sport of watter ander aktiwiteit ook al te borg wat die Raad wens te ondersteun.

(11) Om die saak van die onderwys in die Republiek van Suid-Afrika of elders te bevorder en aan te help.

(12) Om statistieke en ander inligting oor alle sake van belang vir die Suikernywerheid, te versamel en te versprei.

(13) Om personeel-huislenings te waarborg behoudens sodanige voorwaardes en bepalinge as wat vasgestel mag word.

(14) To carry out all functions assigned to the Council or the Association in terms of the Sugar Act, 1978 (Act 9 of 1978—hereinafter referred to as the "Act") or the Sugar Industry Agreement, 1979 (hereinafter referred to as the "Agreement") determined thereunder.

(15) To exercise all such powers as are hereinafter conferred upon the Council of the Association or any committee thereof.

(16) To form any company, body or fund in order to implement any of the objects thereinbefore set out or to perform any functions ancillary or complementary thereto, and to hold the shares in any company formed to implement such objects and perform such functions.

(17) To do all such things as are in the opinion of the Association necessary, proper or advisable for the advancement generally of the industry, or which are incidental or conducive to the attainment of all or any of the above objects.

5. Powers of Council.

Without prejudice to the general power conferred upon the Council by Clause 3 (2) hereof it shall have and exercise the following powers and functions, namely:

(1) To control and regulate, year by year, the disposal of the total quantity of sugar manufactured by millers and refiners, and, to this end, to determine, the quantity of sugar required for the local market, the quantity of carry-over stocks, the quantity of sugar to be exported each year, and each mill's quota of those quantities, subject only to the provisions of the Agreement and any regulation published under Section 10 of the Act or any section amending or replacing the same.

(2) To incur such expenditure as it may think necessary or desirable in carrying out the powers granted to it hereunder and in order to enable the Association to attain the objects thereinbefore set out and to fulfil the functions ascribed to the Association under the Act, and the Agreement published thereunder.

(3) To determine the price per metric ton of sucrose in cane and any other designated agricultural product in respect of each year not later than the end thereof, and to estimate such price at the commencement of each year and thereafter monthly during the year for the purpose of enabling payments to be made to growers in accordance with the provisions of the Agreement.

(4) To make levies upon growers, millers or refiners, or upon any one or other of or upon any group of growers, millers or refiners for the purpose of carrying out the terms of the Agreement and for the purpose of enabling the Association to fulfil obligations incurred by it in accordance with this Constitution.

(5) To decide on the policy to be followed from time to time in connection with the promotion and sale of sugar industry products in the local market and the export market.

(6) To originate, carry on, direct and control publicity and propaganda in connection with the promotion and sale of sugar industry products in the local market and the export market.

(7) To consider and decide on the persons or classes of persons to whom, or the trades to which rebates shall be made in relation to the purchase of any sugar industry products, and to fix the amount or amounts of such rebates.

(14) Om alle funksies wat aan die Raad of die Vereniging opgedra is kragtens die Suikerwet, 1978 (Wet 9 van 1978—hierna die "Wet" genoem), of die Suikernywerheidsooreenkoms, 1979 (hierna die "Ooreenkoms" genoem), uit te voer.

(15) Om alle sodanige bevoegdhede as wat hieronder aan die Raad of die Vereniging of enige komitee daarvan verleen is, uit te oefen.

(16) Om enige maatskappy, liggaam of fonds te stig ten einde enige van die doelstellings hiervoor in uiteengesit, te bereik of enige funksies bykomstig daarby of aanvullend daartoe uit te oefen, en om die aandele te besit in enige maatskappy wat gestig is om sodanige doelstellings te bereik en sodanige funksies uit te oefen.

(17) Om alle sodanige dinge te doen as wat na die mening van die Vereniging nodig, behoorlik of raadzaam is, vir die algemene vooruitgang van die Nywerheid, of wat gepaard gaan met of bevorderlik is vir die bereiking van alle of enige van bostaande doelstellings.

5. Bevoegdhede van die Raad.

Sonder om afbreuk te doen aan die algemene bevoegdheid aan hom by klousule 3 (2) hiervan verleen, word die Raad bekleed met onderstaande bevoegdhede en funksies naamlik:

(1) Om jaar vir jaar die beskikking oor die totale hoeveelheid suiker wat deur meulenaars en raffineerders vervaardig word te beheer en te reguleer en om, vir dié doel, die hoeveelheid suiker benodig vir die binnelandse mark, die hoeveelheid oordragvoorrade, die hoeveelheid suiker wat elke jaar uitgevoer moet word en elke meul se kwota van hierdie hoeveelhede, te bepaal behoudens die bepalings van die Ooreenkoms of enige regulasie uitgevaardig kragtens artikel 10 van die Wet of enige artikel wat daardie artikel wysig of vervang.

(2) Om sodanige koste aan te gaan as wat hy nodig of wenslik ag vir die uitoefening van die bevoegdhede wat hierby aan hom verleen word en om die Vereniging in staat te stel om die doelstellings te bereik wat hierbo uiteengesit is en om die funksies te verul wat by die Wet en by die Ooreenkoms wat ingevolge daarvan gepubliseer is, aan die Vereniging toegewys is.

(3) Om die prys per metrieke ton suikrose in riet en enige ander aangewese landbouproduk ten opsigte van elke jaar nie later nie as die einde van die jaar te bepaal, en om sodanige prys in die begin van elke jaar en daarna maandeliks gedurende die jaar te skat ten einde betalings aan kwekers ooreenkomstig die bepalings van die Ooreenkoms moontlik te maak.

(4) Om heffings op te lê aan kwekers, meulenaars en raffineerders, of aan die een of ander van die kwekers, meulenaars of raffineerders of aan enige groep kwekers, meulenaars of raffineerders met die doel om die bepalings van die Ooreenkoms uit te voer en met die doel om die Vereniging in staat te stel om verpligtings wat hy ooreenkomstig hierdie Grondwet aangegaan het, na te kom.

(5) Om te besluit op die beleid wat van tyd tot tyd gevolg gaan word in verband met die promosie en verkoop van suikernywerheidprodukte in die binnelandse mark en die uitvoermark.

(6) Om reklame en propaganda in verband met die promosie en verkoop van suikernywerheidprodukte in die binnelandse mark en die uitvoermark te onderneem, vol te hou, te bestuur en te beheer.

(7) Om te oorweeg en te besluit aan welke persone of klasse persone of handelsinstansies kortings toegestaan gaan word in verband met die aankoop van enige suikernywerheidprodukte en om die bedrag of bedrae van sodanige kortings te bepaal.

(8) To purchase, sell or deal in any sugar industry products or to form any companies or bodies to purchase, sell or deal in any sugar industry products.

(9) In furtherance of the objects of the Association to promote and assist in the cause of education in the Republic of South Africa, or elsewhere, to create one or more Trusts upon such terms and conditions in all respects, as the Council shall from time to time decide; to contribute to any such Trust such sum or sums of moneys as the Council shall from time to time decide; from time to time to appoint a trustee or trustees of any such Trust; to remove any such Trustee from office and to fill vacancies occurring in the office of trustee under any such Trust; to confer upon the Trustees of any such Trust, from time to time holding office, all such powers and duties as the Council shall from time to time deem necessary or expedient; and generally to do all such things and execute all such documents as the Council may from time to time deem necessary or expedient for the aforesaid purposes or any of them.

(10) To institute, conduct or defend, settle or abandon any legal proceedings and to compromise or submit to arbitration any claims by or against the Association or the Council.

(11) To enter into any agreement with such person/s or body/bodies, whether within the Republic of South Africa or outside, on such terms and conditions as the Association may think fit.

(12) To take out and hold patents.

(13) To form or become associated with such company/companies or body/bodies as the Association may think necessary or desirable and, in so doing, to collaborate with such one or more persons or bodies as the Association may, if it thinks fit, select.

(14) To acquire or hold shares in such companies or bodies as Council may consider desirable.

(15) To acquire, deal with and dispose of both movable and immovable property.

(16) To open a banking account or accounts as provided in Clause 6 hereof, and to determine who shall operate thereon.

(17) To raise loans for such amounts and on such terms and conditions as the Association may think fit, and to give security therefor.

(18) To invest money on such terms and conditions as Council may ordain.

(19) To carry out all functions assigned to the Council or the Association in terms of the Act and/or the Agreement as published thereunder.

(20) To do all such things as may be incidental to the proper carrying out of the foregoing powers and of the functions hereby entrusted to it.

(21) To delegate all or any of its powers conferred upon it by Clause 3 (2) and this Clause to any committee referred to in Clause 3; any decision or act duly arrived at or performed pursuant to any such delegation being deemed to be the decision or act of the Council itself.

(22) The Council shall exercise its powers under the control of the Association in general meeting, but no decision of such general meeting shall affect or invalidate any prior decision or act of the Council.

(8) Om enige suikernywerheidprodukte te koop, te verkoop of daarmee handel te dryf of om maatskappye of liggame te stig om enige suikernywerheidprodukte te koop, te verkoop of daarmee handel te dryf.

(9) Om in die nastrewing van die Vereniging se doelstelling om die saak van die onderwys in die Republiek van Suid-Afrika of elders te bevorder en aan te help, een of meer Trusts te skep behoudens sodanige bepalinge en voorwaardes, in alle opsigte, as wat die Raad van tyd tot tyd besluit; om tot enige sodanige Trust sodanige bedrag of bedrae geld by te dra as wat die Raad van tyd tot tyd besluit; om van tyd tot tyd 'n Trustee of Trustees vir enige sodanige Trust aan te stel; om enige sodanige Trustee uit sy amp te onthef en om vakatures te vul wat ontstaan in die amp van Trustee in enige sodanige Trust; om aan die Trustees van enige sodanige Trust gedurende hulle ampstermyn sodanige bevoegdhede en pligte op te lê as wat die Raad van tyd tot tyd nodig of nuttig ag; en in die algemeen, om alle sodanige handelinge te verrig en alle sodanige dokumente te verly as wat die Raad van tyd tot tyd nodig of nuttig ag vir genoemde doeleindes of vir enigen daarvan.

(10) Om enige regsgeding in te stel, te voer of te verdedig, te skik of laat vaar en om enige eise deur of teen die Vereniging of die Raad, te skik of aan arbitrasie te onderwerp.

(11) Om enige ooreenkoms aan te gaan met sodanige persoon/persone, liggaam/liggame, hetsy in die Republiek van Suid-Afrika of daarbuite, op sodanige bedinge en voorwaardes as wat die Vereniging goed dink.

(12) Om patente uit te neem en te hou.

(13) Om sodanige maatskappy(e) of liggaam/liggame te stig of hom met sodanige maatskappy(e) of liggaam/liggame te verbind as wat die Vereniging nodig of wenslik ag, en om sodoende met een of meer sodanige persone of liggame saam te werk as wat die Vereniging na goeddunke mag uitkies.

(14) Om aandele te bekom en te besit in sodanige maatskappye of liggame as wat die Raad wenslik ag.

(15) Om sowel roerende as vaste eiendom te koop, te verkoop en daarmee handel te dryf.

(16) Om 'n bankrekening of -rekening te open soos in klousule 6 hiervan voorsien, en om te bepaal wie daarmee moet werk.

(17) Om lenings aan te gaan vir sodanige bedrae en op sodanige bedinge en voorwaardes as wat die Vereniging goed ag, en om sekuriteit daarvoor te verskaf.

(18) Om geld te belê op sodanige bedinge en voorwaardes as wat die Raad bepaal.

(19) Om al die funksies te vervul wat aan die Raad of die Vereniging toegewys is by die Wet en/of die Ooreenkoms daarkragtens gepubliseer.

(20) Om alles te doen wat gepaard gaan met die behoorlike uitoefening van die voorgenoemde bevoegdhede en van die funksies wat hierby aan hom opgedra is.

(21) Om al die bevoegdhede of enige daarvan wat by klousule 3 (2) en hierdie klousule aan hom verleen is, te deleger aan 'n komitee in klousule 3 bedoel. Enige besluit of handeling behoorlik geneem of verrig uit hoofde van enige sodanige delegering, word beskou as synde die besluit of handeling van die Raad self.

(22) Die Raad moet sy bevoegdhede onder die beheer van die Vereniging-in-algemene-vergadering uitoefen, maar geen besluit van sodanige algemene vergadering raak enige vorige besluit of handeling van die Raad of maak dit ongeldig nie.

6. Finance.

(1) The funds of the Association shall be banked in the name of the "South African Sugar Association", or in the name of any committee, fund, division or department of the Association duly appointed or established in terms hereof. Every sum above R100 paid on behalf of the Association or any such committee, fund, division or department thereof shall be paid by cheque signed in such manner as the Council from time to time determine.

(2) No profits or gains of the Association may be distributed to the members of the Association or any other persons and the funds of the Association shall be utilised solely for investment or the objects set out in Clause 4 above.

(3) The provisions of subclause (2) above shall not be interpreted to prevent the Association from authorising or empowering any Company, the operations of which are ancillary or complementary to the objects of the Association and all the shares of which are held by the Association, to pay profits or gains made by such Company into any stabilisation or similar fund, established in terms of the Agreement.

7. Meetings.

(1) All meetings of the Association and of the Council shall be presided over by the Chairman of the Association and in his absence by the Vice-Chairman, whom failing, by a Chairman elected by the meeting.

(2) A general meeting of the delegates of the Association shall be held once in every year within six months after the close of the financial year at such time and place as may be fixed by the Council. The business of this meeting shall be to consider the report by the Council on the year's working of the Association and the duly audited balance sheet and statement of revenue and expenditure for the past year, to appoint auditors and fix their remuneration for the past audit, to elect a Chairman and Vice-Chairman, to elect a Council and alternates, and to do such other business as it is competent to transact at an annual general meeting. The meeting may also transact any special business.

(3) The Council may call a special meeting of delegates of the Association whenever it deems fit and the Chairman, or in his absence the Vice-Chairman, shall call a special meeting of delegates of the Association whenever requested by either Section to do so. Particulars of the special business to be transacted at a general or special meeting of the Association shall be given in the notice calling the meeting.

(4) Not less than seven (7) days' nor more than twenty-one (21) days' notice shall be given to all delegates of every general and/or special meeting of the Association, provided that—

(a) the Chairman, or in his absence the Vice-Chairman may convene a special meeting on less than seven (7) days' notice in the case of an emergency;

(b) in the case of any meeting, whether special or general, it shall not be competent to deal with any alteration of or addition to the Constitution of the Association unless twenty-one (21) days' notice

6. Finansies.

(1) Die fondse van die Vereniging moet op naam van die "Suid-Afrikaanse Suikervereniging" gebank word, of op naam van enige komitee, fonds, afdeling of departement van die Vereniging wat behoorlik ingevolge hiervan aangestel of gestig is. Elke bedrag oor R100 wat namens die Vereniging of enige sodanige komitee, fonds, afdeling of departement daarvan betaal word, moet per tjek betaal word, geteken op sodanige manier as wat van tyd tot tyd deur die Raad bepaal word.

(2) Geen winste of voordele van die Vereniging mag tussen die lede van die Vereniging of tussen of onder enige ander persone verdeel word nie en die fondse van die Vereniging mag slegs vir belegging of vir die doelstellings uiteengesit in klousule 4 hierbo, gebruik word.

(3) Die bepalings van subklousule (2) hierbo moet nie vertolk word as sou dit die Vereniging verhoed om enige maatskappy waarvan die aktiwiteite bykomstig by of aanvullend tot die doelstellings van die Vereniging is, en waarvan al die aandele deur die Vereniging besit word, te magtig of in staat te stel om winste of voordele wat deur sodanige maatskappy gemaak en bewerkstellig is, in 'n stabilisasie- of soortgelyke fonds wat kragtens die Ooreenkoms ingestel is, te stort nie.

7. Vergaderings.

(1) Alle vergaderings van die Vereniging en van die Raad moet gelei word deur die Voorsitter van die Vereniging en, in sy afwesigheid, deur die Vise-voorsitter, en in sy afwesigheid, deur 'n voorsitter gekies deur die vergadering.

(2) 'n Algemene vergadering van die afgevaardigdes van die Vereniging moet een keer elke jaar binne ses maande na die sluiting van die boekjaar gehou word op sodanige tyd en plek as wat die Raad bepaal. Die werksaamhede van hierdie vergadering behels die ooreweging van die verslag deur die Raad oor die werk van die Vereniging gedurende die afgelope jaar en die behoorlik geauditeerde balansstaat en staat van inkomste en uitgawes vir die afgelope jaar, die aanstelling van ouditeurs en die vasstelling van hulle besoldiging vir die afgelope audit, die verkiesing van 'n Voorsitter en Vise-voorsitter, die verkiesing van 'n Raad en plaasvervangers, en die behandeling van sodanige ander sake as wat op 'n algemene jaarvergadering afgehandel kan word. Die vergadering kan ook enige spesiale sake behandel.

(3) Die Raad kan na goedgekeurde 'n spesiale vergadering van afgevaardigdes van die Vereniging byeenroep, en die Voorsitter, of in sy afwesigheid, die Vise-voorsitter moet 'n spesiale vergadering van afgevaardigdes van die Vereniging byeenroep wanneer hy ook al deur een van die twee afdelings versoek word om dit te doen. Besonderhede van die spesiale sake wat op 'n algemene of spesiale vergadering van die Vereniging behandel moet word, moet verstrekkend word in die kennisgewing wat die vergadering belê.

(4) Minstens sewe (7) dae maar hoogstens een-en-twintig (21) dae kennis moet aan alle afgevaardigdes gegee word van elke algemene en/of spesiale vergadering van die Vereniging: Met dien verstande dat—

(a) die Voorsitter, of in sy afwesigheid, die Vise-voorsitter, 'n spesiale vergadering met minder as sewe (7) dae kennisgewing in 'n noodgeval kan belê;

(b) in die geval van enige vergadering, hetsy spesiaal of algemeen, dit nie toelaatbaar is om enige wysiging van of byvoeging by die Grondwet van die Vereniging te behandel nie tensy een-en-twintig (21)

of such meeting shall have been given. The period of notice shall be calculated from the day of the posting or delivery of the said notice, whichever is the earlier.

(5) The quorum for the general meeting of the Association shall be twenty (20) delegates personally present, of whom at least eight (8) shall be delegates from each Section. The quorum for any special meeting of the Association shall be ten (10) delegates personally present, of whom at least four (4) shall be delegates from each Section. If within half an hour from the time appointed for the meeting a quorum is not present, the meeting shall stand adjourned to the same day in the next week at the same time and place, or, if that date be a public holiday, to the next succeeding day other than a public holiday, and if at such adjourned meeting a quorum is not present, within half an hour from the time appointed for the meeting, the members present shall form a quorum.

(6) Meetings of the Council shall be held as occasion may require, but at least once a quarter. At meetings of the Council six members personally present shall form a quorum provided that they include at least two representatives of each Section. If within half an hour from the time appointed for the meeting a quorum is not present, the meeting shall stand adjourned to the same day in the next week at the same time and place, or, if that day be a public holiday, to the next succeeding day other than a public holiday; and if at such adjourned meeting a quorum is not present within quarter of an hour from the time appointed for the meeting the members present shall be a quorum.

(7) Any member of either Section or any other person may by consent of the meeting attend as an observer any meeting of the Council or of any committee or subcommittee appointed by the Association or the Council.

8. Voting.

(1) At general and special meetings of the Association each delegate shall be entitled to one vote. All questions arising at such meetings shall be determined by a majority representing two-thirds of the votes of the delegates present at the meeting provided that such majority includes votes from both Sections. The Standing Chairman and Vice-Chairman shall not exercise a vote at such meetings. This shall not apply, however, to any delegate who may be appointed to take the chair at such meetings in the absence of the Standing Chairman or Vice-Chairman.

(2) At all meetings of the Council each Councillor or, in his absence, his alternate, shall be entitled to one vote. All questions arising at such meetings shall be determined by a majority of votes provided such majority includes votes of councillors (or in their absence, their alternates) appointed by both Sections. The Standing Chairman and Vice-Chairman shall not exercise a vote at such meetings. This shall not apply, however, to any person who may be appointed to take the Chair at such meetings in the absence of the Standing Chairman or Vice-Chairman.

dae kennis van sodanige vergadering gegee is. Die kennisgewingtydperk word bereken vanaf die dag waarop genoemde kennisgewing gepos of afgelewer is, watter ook al die vroegste is.

(5) Die kworum vir die algemene vergadering van die Vereniging is twintig (20) afgevaardigdes wat persoonlik teenwoordig is, van wie ten minste agt (8) afgevaardigdes van elke Afdeling moet wees. Die kworum vir 'n spesiale vergadering van die Vereniging is tien (10) afgevaardigdes wat persoonlik teenwoordig is, van wie ten minste vier (4) afgevaardigdes van elke Afdeling moet wees. Indien 'n kworum nie teenwoordig is 'n halfuur na die vasgestelde tyd waarop die vergadering moet begin nie, word die vergadering uitgestel tot dieselfde dag in die volgende week op dieselfde tyd en plek, of indien daardie dag 'n openbare vakansiedag is, tot die eersvolgende dag wat nie 'n openbare vakansiedag is nie, en indien daar op sodanige uitgestelde vergadering 'n halfuur na die vasgestelde tyd vir die aanvang van die vergadering nog geen kworum teenwoordig is nie, maak die aanwesige lede 'n kworum uit.

(6) Vergaderings van die Raad moet gehou word na gelang dit nodig is, maar ten minste een keer per kwartaal. Op vergaderings van die Raad maak ses lede wat persoonlik teenwoordig is 'n kworum uit, mits daar ten minste twee lede van elke Afdeling in hulle geledere is. Indien 'n kworum 'n halfuur na die vasgestelde aanvangstyd van die vergadering nog nie teenwoordig is nie, word die vergadering tot dieselfde dag in die volgende week op dieselfde tyd en plek uitgestel, of, indien daardie dag 'n openbare vakansiedag is, tot die eersvolgende dag wat nie 'n openbare vakansiedag is nie, en indien daar op sodanige uitgestelde vergadering 'n kwartier na die vasgestelde aanvangstyd van die vergadering nog nie 'n kworum teenwoordig is nie, maak die aanwesige lede 'n kworum uit.

(7) Enige lid van een van die twee Afdelings of enige ander persoon kan met instemming van die vergadering as 'n waarnemer 'n vergadering van die Raad of van enige komitee of subkomitee deur die Vereniging of Raad aangestel, bywoon.

8. Stemming.

(1) Op algemene en spesiale vergaderings van die Vereniging is elke afgevaardigde geregtig op een stem. Alle sake wat op enige sodanige vergadering te berde gebring word, word beslis by 'n meerderheid van stemme wat twee-derdes van die stemme van die aanwesige afgevaardigdes verteenwoordig, met dien verstande dat sodanige meerderheid stemme van albei afdelings moet insluit. Die vaste Voorsitter en Vise-voorsitter mag nie op sodanige vergaderings stem nie. Dit geld egter nie vir 'n afgevaardigde wat in die afwesigheid van die vaste Voorsitter of Vise-voorsitter aangestel is om die stoel te beklee nie.

(2) Op alle vergaderings van die Raad is elke raads-lid, of in sy afwesigheid, sy plaasvervanger, geregtig op een stem. Alle sake wat op sodanige vergaderings te berde gebring word, word by meerderheid van stemme beslis, met dien verstande dat sodanige meerderheid die stemme moet insluit van raadslede (of in hulle afwesigheid, hul plaasvervangers) wat deur albei afdelings aangestel is. Die vaste Voorsitter en Vise-voorsitter mag nie op sodanige vergaderings stem nie. Dit geld egter nie vir 'n persoon wat in die afwesigheid van die Voorsitter of Vise-voorsitter aangestel is om die stoel te beklee nie.

(3) The proviso to subclauses (1) and (2) of this clause shall not apply if the meeting be one which has stood adjourned for lack of a quorum. At such adjourned meetings questions shall be determined by the required majority of votes of those present whether the majority includes votes from both Sections or not.

(4) Unless otherwise determined by the Council—

(a) at all meetings of committees appointed in terms of clause 3 (4), each member or in his absence his alternate, shall be entitled to one vote;

(b) all questions arising at such meetings shall be determined by a majority of votes, provided such majority includes votes of members (or in their absence their alternates) representing both Sections;

(c) the Chairman and Vice-Chairman of the Association, whether appointed to or as *ex officio* members of such committees, shall not exercise a vote at such meetings.

9. Third parties.

In the event of the Association or Council refusing or neglecting to make any levy which is required for the purpose of meeting any obligation or liability duly incurred by them to any third party, such party shall be entitled to make application to the Court to compel the making of such levy to such extent as may be required in accordance with the powers conferred in this Constitution, failing which, for an order authorising and directing that such levy shall be made by some person or persons duly appointed thereto and in that behalf by the Court, and to that extent the levy provisions of this Constitution shall be deemed to be an agreement between the Association and the members thereof for the benefit of such third party, of which such third party may avail himself by making such application as hereinbefore provided. The deletion or alteration of this Clause shall not affect any such third party in respect of any liability or obligation incurred prior thereto.

10. Indemnity.

Every member of the Council or of any committee appointed by it (and every employee of the Association) is hereby indemnified and held harmless by the Association against any personal liability incurred by him arising out of or in connection with the due exercise or performance by the Council or by any such committee of any of the powers and functions which are or may be conferred upon it by or pursuant to these presents. Any liability imposed upon the Association by this Clause may be met by means of a levy made under Clause 5 and shall for that purpose be deemed to be an industry obligation.

11. Alteration of Constitution.

No alteration or addition to this Constitution shall be made unless decided upon by a vote at a general or special meeting of which twenty-one (21) days' notice in writing has been given. Any such alteration or amendment shall be conditional upon the consent of the Minister (as defined in section 2 of the Act or any Section amending or replacing the same) being obtained to such alteration or amendment and the publication

(3) Die voorbehoudsbepaling in subklousules (1) en (2) van hierdie klousule is nie van toepassing indien die vergadering een is wat weens gebrek aan 'n kworum uitgestel was nie. Op sodanige uitgestelde vergaderings word alle sake met die vereiste meerderheid van stemme van die aanwesiges beslis hetsy die meerderheid stemme insluit uit albei afdelings al dan nie.

(4) Tensy anders deur die Raad bepaal—

(a) is, op alle vergaderings van komitees wat ingevolge klousule 3 (4) aangestel is, elke lid, of in sy afwesigheid sy plaasvervanger, geregtig op een stem;

(b) moet alle sake wat op sodanige vergaderings te berde gebring word, by meerderheid van stemme beslis word, met dien verstande dat sodanige meerderheid stemme insluit van lede (of in hulle afwesigheid, hul plaasvervangers) wat beide Afdelings verteenwoordig;

(c) mag die Voorsitter en Vise-voorsitter van die Vereniging, hetsy aangestel in, of *ex officio*-lede van, sodanige komitees, nie 'n stem op sodanige vergaderings uitbring nie.

9. Derde partye.

Ingeval die Vereniging of Raad weier of nalaat om 'n heffing op te lê wat nodig is om aan 'n verpligting behoorlik deur hulle aangegaan, of aanspreeklikheid behoorlik deur hulle opgeloop ten opsigte van enige derde party, te voldoen, is sodanige derde party geregtig om by die Hof aansoek te doen om die oplegging van die nodige heffing kragtens die bevoegdhede in hierdie Grondwet verleen, af te dwing, of, by gebreke daarvan, om 'n bevel waarby magtiging verleen en las gegee word dat sodanige heffing opgelê moet word deur die een of ander persoon of deur persone deur die Hof behoorlik daartoe en ten opsigte daarvan aangestel, en in daardie mate word die heffingsbepalings van hierdie Grondwet beskou as 'n ooreenkoms tussen die Vereniging en die lede daarvan ten gunste van sodanige derde party, waarvan sodanige derde party gebruik kan maak deur sodanige aansoek te doen soos hierbo bepaal. Die skraping of wysiging van hierdie klousule raak nie enige sodanige derde party wat betref enige aanspreeklikheid of verpligting wat tevore ontstaan het nie.

10. Vrywaring.

Enige lid van die Raad of van enige komitee deur hom aangestel (en elke werknemer van die Vereniging) word hierby deur die Vereniging gevrywaar en skadeloos gestel ten opsigte van enige persoonlike aanspreeklikheid hom ten laste gelê ingevolge of in verband met die behoorlike uitoefening of uitvoering deur die Raad of enige sodanige komitee, van enige bevoegdhede of funksies wat kragtens of ingevolge hierdie Ooreenkoms aan hom verleen is of verleen mag word. Enige verpligting wat by hierdie klousule die Vereniging opgelê word, kan nagekom word deur middel van 'n heffing kragtens klousule 5, en word vir daardie doel as 'n nywerheidsverpligting beskou.

11. Wysiging van Grondwet.

Geen wysiging van of toevoeging aan hierdie Grondwet mag gemaak word nie tensy daartoe besluit is deur stemming op 'n algemene of spesiale vergadering waarvan een-en-twintig (21) dae skriftelik kennis gegee is.

Enige sodanige verandering of wysiging is onderworpe aan die verkryging van die Minister se toestemming (soos omskryf in artikel 2 van die Wet of enige artikel wat gemelde artikel wysig of vervang) tot sodanige verandering of wysiging, en die afkondiging

of such alteration or amendment in terms of section 2 (2) of the said Act or any section amending or replacing the same. The publication of such alteration or amendment in terms of such section shall be conclusive proof of the consent of the said Minister thereto.

12. Interpretation.

Any terms which are defined in the Sugar Act, 1978 (Act 9 of 1978), or the Sugar Industry Agreement, 1979, published thereunder (both as amended or replaced from time to time) shall, whenever they are used in this Constitution unless the context indicates otherwise, bear the meanings ascribed thereto from time to time in such Act or Agreement.

No. R. 859

27 April 1979

CONTROL OVER THE EXPORT OF SUGAR AND SUGAR INDUSTRY PRODUCTS

The Minister of Economic Affairs has in terms of section 10 of the Sugar Act, 1978 (Act 9 of 1978), after consultation with the South African Sugar Association, made the regulations set out in the Schedule hereto.

SCHEDULE

1. In these regulations—

“Act” means the Sugar Act, 1978 (Act 9 of 1978);

“Agreement” means the Sugar Industry Agreement published under section 4 (1) of the Act;

and any other word or expression defined in the Act shall, unless the context otherwise indicates, have the meaning so defined.

2. No person shall export sugar or any sugar industry product from the Republic of South Africa to any other country or territory other than those countries and territories referred to in clause 52 (4) of the Agreement, namely the territory of South-West Africa, Lesotho, Botswana, Transkei, Bophuthatswana, and other independent states, formerly parts of the Republic of South Africa, as and when they are established, except under a permit issued by the Secretary for Industries.

3. Any person wishing to obtain a permit referred to in regulation 2 shall apply to the Secretary for Industries, Pretoria.

4. Any person who contravenes any provision of regulation 2 shall be guilty of an offence, and liable upon conviction to a fine not exceeding R500 or to imprisonment not exceeding a period of six months, or to both such fine and such imprisonment.

van sodanige verandering of wysiging ingevolge artikel 2 (2) van genoemde Wet of enige artikel wat dit wysig of vervang. Die afkondiging van sodanige verandering of wysiging ingevolge sodanige artikel is afdoende bewys van genoemde Minister se toestemming daartoe.

12. Vertolking.

Enige uitdrukking omskryf in die Suikerwet, 1978 (Wet 9 van 1978) of in die Suikernywerheidsooreenkoms, 1979, wat daarkragtens afgekondig is (beide soos van tyd tot tyd gewysig of vervang), het, wanneer dit in hierdie Grondwet gebruik word, die betekenis wat van tyd tot tyd in sodanige Wet of Ooreenkoms daaraan toegeken word, tensy uit die samehang anders blyk.

No. R. 859

27 April 1979

BEHEER OOR DIE UITVOER VAN SUIKER EN SUIKERNYWERHEIDPRODUKTE

Die Minister van Ekonomiese Sake het kragtens artikel 10 van die Suikerwet, 1978 (Wet 9 van 1978), na oorleg met die Suid-Afrikaanse Suikervereniging, die regulasies uitgevaardig wat in die Bylae hiervan uiteengesit is.

BYLAE

1. In hierdie regulasies beteken—

“Wet” die Suikerwet, 1978 (Wet 9 van 1978);

“Ooreenkoms” die Suikernywerheidsooreenkoms gepubliseer kragtens artikel 4 (1) van die Wet;

en het enige ander woord of uitdrukking wat in die Wet omskryf is daardie betekenis, tensy uit die samehang anders blyk.

2. Niemand mag suiker of 'n suikernywerheidsproduk uit die Republiek van Suid-Afrika na enige ander land of gebied, uitgesonderd daardie lande en gebiede wat in klousule 52 (4) van die Ooreenkoms genoem word, naamlik die gebied Suidwes-Afrika, Lesotho, Botswana, Transkei, Bophuthatswana, en ander onafhanklike state wat voorheen deel van die Republiek van Suid-Afrika uitgemaak het, na gelang hulle tot stand kom, uitvoer nie behalwe kragtens 'n permit deur die Sekretaris van Nywerheidswese uitgereik.

3. 'n Persoon wat 'n permit in regulasie 2 vermeld, verlang, moet by die Sekretaris van Nywerheidswese, Pretoria, daarom aansoek doen.

4. Enigiemand wat enige bepaling van regulasie 2 oortree, begaan 'n misdryf en is by skuldigbevinding strafbaar met 'n boete van hoogstens R500 of met gevangenisstraf vir 'n tydperk van hoogstens ses maande of met sodanige boete sowel as sodanige gevangenisstraf.

Buy National Savings Certificates

Koop Nasionale Spaarsertifikate

AGROPLANTAE

This publication is a continuation of the South African Journal of Agricultural Science Vol. 1 to 11, 1958-1968 and deals with Agronomy, Ecology, Agrostology, Genetics, Agricultural Botany, Landscape Management, Herbicides, Plant Physiology, Plant Production and Technology, Pomology, Horticulture, Pasture Science and Viticulture. Four parts of the journal are published annually.

Contributions of scientific merit on agricultural research are invited for publication in this journal. Directions for the preparation of such contributions are obtainable from the Director, Agricultural Information, Private Bag X144, Pretoria, to whom all communications in connection with the journal should be addressed.

The journal is obtainable from the above-mentioned address at R1,50 per copy or R6 per annum, post free (Other countries R1,75 per copy or R7 per annum).

Sales tax must accompany inland orders.

AGROPLANTAE

Hierdie publikasie is 'n voortsetting van die Suid-Afrikaanse Tydskrif vir Landbouwetenskap Jaargang 1 tot 11, 1958-1968 en bevat artikels oor Akkerbou, Ekologie, Graskunde, Genetika, Landbouplantkunde, Landskapbestuur, Onkruidmiddels, Plantfisiologie, Plantproduksie en -tegnologie, Pomologie, Tuinbou, Weiding en Wynbou. Vier dele van die tydskrif word per jaar gepubliseer.

Verdienselike landboukundige bydraes van oorspronklike wetenskaplike navorsing word vir plasing in hierdie tydskrif verwelkom. Voorskrifte vir die opstel van sulke bydraes is verkrygbaar van die Direkteur, Landbou-inligting, Privaatsak X144, Pretoria, aan wie ook alle navrae in verband met die tydskrif gerig moet word.

Die tydskrif is verkrygbaar van bogenoemde adres teen R1,50 per eksemplaar of R6 per jaar, posvry (Buitelands R1,75 per eksemplaar of R7 per jaar).

Verkoopbelasting moet by binnelandse bestellings ingesluit word.

THE ONDERSTEPSPOORT JOURNAL OF VETERINARY RESEARCH

The Onderstepoort Journal of Veterinary Research is printed by the Government Printer, Pretoria, and is obtainable from the Director, Division of Agricultural Information, Department of Agricultural Technical Services, Private Bag X144, Pretoria, 0001, to whom all communications should be addressed.

This publication is a continuation of the Reports of the Government Veterinary Bacteriologist of the Transvaal which date back to 1903 and of which 18 have appeared up to 1932. These were followed by 40 volumes of the Onderstepoort Journal. At present each volume comprises four numbers which are obtainable at R2, other countries R2,50 per number from the above address.

Directors of laboratories etc. desiring to exchange publications are invited to communicate with the Director, Veterinary Research Institute, P.O. Onderstepoort, 0110, Republic of South Africa.

Sales tax must accompany inland orders.

THE ONDERSTEPSPOORT JOURNAL OF VETERINARY RESEARCH

Die "Onderstepoort Journal of Veterinary Research" word deur die Staatsdrukker, Pretoria, gedruk en is verkrygbaar van die Direkteur, Afdeling Landbou-inligting, Departement van Landbou-tegniese Dienste, Privaatsak X144, Pretoria, 0001, aan wie ook alle navrae in verband met die tydskrif gerig moet word.

Hierdie publikasie is 'n voortsetting van die "Reports of the Government Veterinary Bacteriologist of the Transvaal" wat terugdateer tot 1903 en waarvan 18 verskyn het tot 1932. Dit is gevolg deur 40 volumes van die "Onderstepoort Journal". Tans bestaan elke volume uit vier nommers wat teen R2 binnelands en R2,50 buitelands per nommer van bogenoemde adres verkrygbaar is.

Direkteure van laboratoriums ens. wat begerig is om publikasies om te ruil moet in verbinding tree met die Direkteur, Navorsings-instituut vir Veeartsenykunde, Pk. Onderstepoort, 0110, Republiek van Suid-Afrika.

Verkoopbelasting moet by binnelandse bestellings ingesluit word.

AGROANIMALIA

This publication is a continuation of the South African Journal of Agricultural Science Vol. 1 to 11, 1958-1968 and deals with Animal Production and Technology, Livestock Management and Ecology, Physiology, Genetics and Breeding, Dairy Science and Nutrition. Four parts of the journal are published annually.

Contributions of scientific merit on agricultural research are invited for publication in this journal. Directions for the preparation of such contributions are obtainable from the Director, Agricultural Information, Private Bag X144, Pretoria, to whom all communications in connection with the journal should be addressed.

The journal is obtainable from the above-mentioned address at R1,50 per copy or R6 per annum, post free (Other countries R1,75 per copy or R7 per annum).

Sales tax must accompany all inland orders.

AGROANIMALIA

Hierdie publikasie is 'n voortsetting van die Suid-Afrikaanse Tydskrif vir Landbouwetenskap Jaargang 1 tot 11, 1958-1968 en bevat artikels oor Diereproduksie en -tegnologie, Dierevoorsorging en -ekologie, Fisiologie, Genetika en Teelt, Suiwelkunde en Voeding. Vier dele van die tydskrif word per jaar gepubliseer.

Verdienselike landboukundige bydraes van oorspronklike wetenskaplike navorsing word vir plasing in hierdie tydskrif verwelkom. Voorskrifte vir die opstel van sulke bydraes is verkrygbaar van die Direkteur, Landbou-inligting, Privaatsak X144, Pretoria, aan wie ook alle navrae in verband met die tydskrif gerig moet word.

Die tydskrif is verkrygbaar van bogenoemde adres teen R1,50 per eksemplaar of R6 per jaar, posvry (Buitelands R1,75 per eksemplaar of R7 per jaar).

Verkoopbelasting moet by alle binnelandse bestellings ingesluit word.

PHYTOPHYLACTICA

This publication is a continuation of the South African Journal of Agricultural Science Vol. 1 to 11 1958-1968 and deals with Entomology, Zoological Plant Pests, Nematology, Plant Pathology, Microbiology, Mycology, Taxonomic Studies, Biology and Control. Four parts of the journal are published annually.

Contributions of scientific merit on agricultural research are invited for publication in this journal. Directions for the preparation of such contributions are obtainable from the Director, Agricultural Information, Private Bag X144, Pretoria, to whom all communications in connection with the journal should be addressed.

The journal is obtainable from the above-mentioned address at R1,50 per copy or R6 per annum, post free (Other countries R1,75 per copy or R7 per annum).

Sales tax must accompany inland orders.

PHYTOPHYLACTICA

Hierdie publikasie is 'n voortsetting van die Suid-Afrikaanse Tydskrif vir Landbouwetenskap Jaargang 1 tot 11, 1958-1968 en bevat artikels oor Entomologie, Dierkundige Plantplae, Nematologie, Plantpatologie, Mikrobiologie, Mikologie, Taksonomiese Studies, Biologie en Beheer. Vier dele van die tydskrif word per jaar gepubliseer.

Verdienselike landboukundige bydraes van oorspronklike wetenskaplike navorsing word vir plasing in hierdie tydskrif verwelkom. Voorskrifte vir die opstel van sulke bydraes is verkrygbaar van die Direkteur, Landbou-inligting, Privaatsak X144, Pretoria, aan wie ook alle navrae in verband met die tydskrif gerig moet word.

Die tydskrif is verkrygbaar van bogenoemde adres teen R1,50 per eksemplaar of R6 per jaar, posvry (Buitelands R1,75 per eksemplaar of R7 per jaar).

Verkoopbelasting moet by binnelandse bestellings ingesluit word.

THE FLOWERING PLANTS OF AFRICA

This publication is issued as an illustrated serial, much on the same lines as Curtis's Botanical Magazine, and for imitating which no apology need be tendered.

The desire and object of the promoters of the publication will be achieved if it stimulates further interest in the study and cultivation of our indigenous plants.

The illustrations are prepared mainly by the artists at the Botanical Research Institute, but the Editor welcomes contributions of suitable artistic and scientific merit from kindred institutions.

Each part contains 10 plates and costs R5 per part (other countries R5,25 per part). Two, three or four parts may be published annually, depending on the availability of illustrations. A volume consists of four parts. From Volume 27, the price per volume is: Cloth binding, R30; morocco binding, R35 (other countries, cloth binding R31; morocco binding R36).

Obtainable from the Director, Division of Agricultural Information, Private Bag X144, Pretoria.

Sales tax must accompany inland orders.

DIE BLOMPLANTE VAN AFRIKA

Hierdie publikasie word uitgegee as 'n geïllustreerde reeks, baie na die aard van Curtis se "Botanical Magazine". Die doel van die werk is om die skoonheid en variasie van vorm van die flora van Afrika aan die leser bekend te stel, om belangstelling in die studie en kweek van die inheemse plante op te wek, en om plantkunde in die algemeen te bevorder.

Die meeste van die illustrasies word deur kunstenaars van die Navorsingsinstituut vir Plantkunde gemaak, dog die redakteur verwelkom geskikte bydraes van 'n wetenskaplike en kunsstandaard afkomstig van verwante inrigtings.

Onder huidige omstandighede word twee dele van die werk gelyktydig gepubliseer, maar met onreëlmatige tussenpose; elke deel bevat tien kleurplate. Intekengeld bedra R5 per deel (buitelands R5,25 per deel): Vier dele per band. Vanaf band 27 is die prys per band in linne gebind R30; in moroccoleer gebind R35. (Buitelands, linne gebind R31; moroccoleer R36).

Verkrygbaar van die Direkteur, Afdeling Landbou-inligting, Privaatsak X144, Pretoria.

Verkoopbelasting moet by binnelandse bestellings ingesluit word.

AGROCHEMOPHYSICA

This publication is a continuation of the South African Journal of Agricultural Science Vol. 1 to 11, 1958-1968 and deals with Biochemistry, Biometry, Soil Science, Agricultural Engineering, Agricultural Meteorology and Analysis Techniques. Four parts of the journal are published annually.

Contributions of scientific merit on agricultural research are invited for publication in this journal. Directions for the preparation of such contributions are obtainable from the Director, Agricultural Information, Private Bag X144, Pretoria, to whom all communications in connection with the journal should be addressed.

The journal is obtainable from the above-mentioned address at R1,50 per copy or R6 per annum, post free (Other countries R1,75 per copy or R7 per annum).

Sales tax must accompany inland orders

AGROCHEMOPHYSICA

Hierdie publikasie is 'n voortsetting van die Suid-Afrikaanse Tydskrif vir Landbouwetenskap Jaargang 1 tot 11, 1958-1968 en bevat artikels oor Biochemie, Biometrika, Grondkunde, Landbou-ingenieurswese, Landbouweerkunde en Ontledingstegnieke. Vier dele van die tydskrif word per jaar gepubliseer.

Verdienselike landboukundige bydraes van oorspronklike wetenskaplike navorsing word vir plasing in hierdie tydskrif verwelkom. Voorskrifte vir die opstel van sulke bydraes is verkrygbaar van die Direkteur, Landbou-inligting, Privaatsak X144, Pretoria, aan wie ook alle navrae in verband met die tydskrif gerig moet word.

Die tydskrif is verkrygbaar van bogenoemde adres teen R1,50 per eksemplaar of R6 per jaar, posvry (Buitelands R1,75 per eksemplaar of R7 per jaar).

Verkoopbelasting moet by binnelandse bestellings ingesluit word.

FLORA OF SOUTHERN AFRICA

A taxonomic treatment of the flora of the Republic of South Africa, Lesotho, Swaziland and South West Africa. To be completed in 33 volumes, not in numerical sequence.

Now available:

Vol. 26 (1963): Price R4,60. Other countries R5,75, post free.

Vol. 1 (1966): Price R1,75. Other countries R2,20, post free.

Vol. 13 (1970): Price R10. Other countries R12, post free.

Vol. 16 Part 1 (1975): Price R13,50. Other countries R16,75, post free.

Part 2 (1977): Price R16. Other countries R20, post free.

Vol. 22 (1976): Price R8,60. Other countries R10,75, post free.

Vol. 9 (1978): Price R4,25. Other countries R5,30, post free.

Obtainable from the Director, Division of Agricultural Information, Private Bag X144, Pretoria.

Sales tax must accompany inland orders.

FLORA VAN SUIDELIKE AFRIKA

'n Taksonomiese behandeling van die flora van die Republiek van Suid-Afrika, Lesotho, Swaziland en Suidwes-Afrika. Sal bestaan uit 33 volumes, nie in numeriese volgorde nie.

Reeds beskikbaar:

Vol. 26 (1963): Prys R4,60. Buitelands R5,75, posvry.

Vol. 1 (1966): Prys R1,75. Buitelands R2,20, posvry.

Vol. 13 (1970): Prys R10. Buitelands R12, posvry.

Vol. 16 Deel 1 (1975): Prys R13,50. Buitelands R16,75, posvry.

Deel 2 (1977): Prys R16. Buitelands R20, posvry.

Vol. 22 (1976): Prys R8,60. Buitelands R10,75, posvry.

Vol. 9 (1978): Prys R4,25. Buitelands R5,30, posvry.

Verkrygbaar van die Direkteur, Afdeling Landbou-inligting, Privaatsak X144, Pretoria.

Verkoopbelasting moet by binnelandse bestellings ingesluit word.

MEMOIRS OF THE BOTANICAL SURVEY OF SOUTH AFRICA

The memoirs are individual treatises usually of an ecological nature, but sometimes taxonomic or concerned with economic botany. Thirty-nine numbers have been published, some of which are out of print.

Obtainable from the Director, Division of Agricultural Information, Private Bag X144, Pretoria.

Sales tax must accompany inland orders.

MEMOIRS VAN DIE BOTANIESE OPNAME VAN SUID-AFRIKA

Die memoirs is individuele verhandelings, gewoonlik ekologies van aard, maar soms handel dit oor taksonomiese of ekonomiese-plantkundige onderwerpe. Nege-en-dertig nommers is reeds gepubliseer waarvan sommige uit druk is.

Verkrygbaar van die Direkteur, Afdeling Landbou-inligting, Privaatsak X144, Pretoria.

Verkoopbelasting moet by binnelandse bestellings ingesluit word.

CONTENTS

<i>No.</i>		<i>Page No.</i>	<i>Gazette No.</i>
	PROCLAMATION		
R. 81	Sugar Act (9/1978): Coming in operation	1	6419
	GOVERNMENT NOTICES		
	Industries, Department of		
	<i>Government Notices</i>		
R. 858	Sugar Act (9/1978): Agreement.....	1	6419
R. 859	do.: Export of sugar and sugar industry products.....	58	6419
R. 860	do.: Constitution of the South African Sugar Association.....	50	6419

INHOUD

<i>No.</i>		<i>Bladsy No.</i>	<i>Staats- koerant No.</i>
	PROKLAMASIE		
R. 81	Suikerwet (9/1978): Inwerkingtreding....	1	6419
	GOEWERMENTSKENNISGEWINGS		
	Nywerheidswese, Departement van		
	<i>Goewermentskennisgewings</i>		
R. 858	Suikerwet (9/1978): Ooreenkoms.....	1	6419
R. 859	do.: Uitvoer van suiker en suikernywer- heidprodukte.....	58	6419
R. 860	do.: Grondwet van Suid-Afrikaanse Suiker- vereniging.....	50	6419

