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GOVERNMENT NOTICE

**DEPARTMENT OF TRADE AND
INDUSTRY**

No. R. 1071

17 May 1985

**AMENDMENT OF THE SUGAR INDUSTRY
AGREEMENT, 1979**

I, Dawid Jacobus de Villiers, Minister of Trade and Industry, hereby publish in terms of section 4 (1) (c) of the Sugar Act, 1978 (Act 9 of 1978), the amendments set out in the Schedule hereto, which have, under and in accordance with the provisions of section 4 (1) (b) of the said Act, been effected by me to the provisions of the Sugar Industry Agreement, 1979.

D. J. DE VILLIERS,
Minister of Trade and Industry.

SCHEDULE

Definitions

1. In this notice "the Agreement" means the Sugar Industry Agreement, 1979, published by Government Notice R. 858 of 27 April 1979.

Amendment of clause 1 of the Agreement, as amended by Government Notices R. 599 of 30 March 1984 and R. 2827 of 28 December 1984.

2. Clause 1 of the Agreement is hereby amended—

(a) by the substitution for the definitions of "Growers' Register" and "mill" of the following definitions, respectively:

" 'Growers' Register' means the register referred to in paragraph 5 (1) of Schedule F;";

" 'mill' means a particular sugar mill, and shall include the miller and owner in respect of that mill only;";

(b) by the insertion of the following definition after the definition of "Glendale":

" 'grower' shall include a grower who has been granted an A pool quota or a Small Grower Entitlement pursuant to any provision of Schedule F of the Agreement;"; and

GOEWERMENSKENNISGEWING

**DEPARTEMENT VAN HANDEL EN
NYWERHEID**

No. R. 1071

17 Mei 1985

**WYSIGING VAN DIE SUIKERNYWERHEIDOOREEN-
KOMS, 1979**

Ek, Dawid Jacobus de Villiers, Minister van Handel en Nywerheid, publiseer hierby ingevolge artikel 4 (1) (c) van die Suikerwet, 1978 (Wet 9 van 1978), die wysigings in die Bylae hiervan uiteengesit wat kragtens en ooreenkomstig die bepalings van artikel 4 (1) (b) van genoemde Wet deur my aan die bepalings van die Suikernywerheidsooreenkoms, 1979, aangebring is.

D. J. DE VILLIERS,
Minister van Handel en Nywerheid.

BYLAE

Definisies

1. In hierdie kennisgewing beteken "die Ooreenkoms" die Suikernywerheidsooreenkoms, 1979, gepubliseer by Goewermentskennisgewing R. 858 van 27 April 1979.

Wysiging van klousule 1 van die Ooreenkoms, soos gewysig deur Goewermentskennisgewings R. 599 van 30 Maart 1984 en R. 2827 van 28 Desember 1984

2. Klousule 1 van die Ooreenkoms word hierby gewysig deur—

(a) deur die definisies van "Kwekersregister" en "meul" deur onderskeidelik die volgende definisies te vervang:

" 'Kwekersregister' die register in paragraaf 5 (1) van Bylae F vermeld;";

" 'meul' 'n bepaalde suikermeul en met inbegrip van slegs die meulenaar en eienaar ten opsigte van sodanige meul";

(b) deur na die definisie van "jaar" die volgende definisie in te voeg:

" 'kweker' ook 'n kweker aan wie 'n A-poel-kwota of 'n Klein Kwekergeregtigdheid ooreenkomstig enige bepaling van Bylae F van die Ooreenkoms toegeken is;"; en

(c) by the insertion of the following definition after the definition of "Millers' Association":

" 'Mills's Register' means the register referred to in paragraph 16 (1) of Schedule F;".

Deletion of clauses 15 to 23, inclusive, of the Agreement

3. Clauses 15 to 23, inclusive, of the Agreement are hereby deleted.

Amendment of clause 24 of the Agreement, as amended by Government Notice R. 9 of 7 January 1983

4. Clause 24 of the Agreement is hereby amended by the addition of the following subclause:

"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—

- (a) Miller-cum planters;
- (b) White Growers;
- (c) Dunn's Reserve Mangete Growers;
- (d) Black Growers; and
- (e) Indian and Coloured Growers."

Deletion of clauses 26 to 36 and clause 41 of the Agreement

5. Clauses 26 to 36, inclusive, and clause 41, of the Agreement are hereby deleted.

Substitution of clause 42 of the Agreement

6. The following heading and clause are hereby substituted for the heading of, and clause 42, respectively, of the Agreement:

"Distribution of proceeds and determination of cane prices

42. Each year the distribution of proceeds shall be made in accordance with the provisions of Schedule B hereto. All cane delivered by a grower to a miller during the year shall be paid for, and the prices shall be determined—

(a) by a payment for sucrose in the cane by the miller in accordance with the sucrose prices 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."

Substitution of clause 44 of the Agreement

7. The following clause is hereby substituted for clause 44 of the Agreement:

"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, nor shall such cane qualify as a delivery by any grower for purposes of performance under the Agreement."

Amendment of clause 45 of the Agreement, as amended by Government Notice R. 255 of 13 February 1981

8. Clause 45 of the Agreement is hereby amended—

(a) by the deletion in subclause (2) of the expression "by quota";

(c) deur na die definisie van "kweker" die volgende definisie in te voeg:

" 'Meulregister' die register in paragraaf 16 (1) van Bylae F vermeld;".

Skrapping van klousules 15 tot en met 23 van die Ooreenkoms

3. Klousules 15 tot en met 23 van die Ooreenkoms word hierby geskrap.

Wysiging van klousule 24 van die Ooreenkoms, soos gewysig deur Goewermentskennisgewing R. 9 van 7 Januarie 1983

4. Klousule 24 van die Ooreenkoms word hierby gewysig deur die volgende subklousule by te voeg:

"Seksie

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

- (a) Meulenaar-cum-planters;
- (b) Blanke kwekers;
- (c) Dunn's Reserve Mangete-kwekers;
- (d) Swart kwekers; en
- (e) Indiër- en Kleurlingkwekers."

Skrapping van klousules 26 tot en met 36, en klousule 41, van die Ooreenkoms

5. Klousules 26 tot en met 36, en klousule 41, van die Ooreenkoms word hierby geskrap.

Vervanging van klousule 42 van die Ooreenkoms

6. Die opskrif van klousule 42, en klousule 42 van die Ooreenkoms word hierby, onderskeidelik, deur die volgende opskrif en klousule vervang:

"Verdeling van opbrengs en vasstelling van rietpryse

42. Die verdeling van die opbrengs moet elke jaar ooreenkomstig die bepalings van Bylae B gedoen word. 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 suikrose-in-riet deur die meulenaar ooreenkomstig die suikrosepryse soos vasgestel in Bylae B hiervan, en die metrieke ton suikrose 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."

Vervanging van klousule 44 van die Ooreenkoms

7. Klousule 44 van die Ooreenkoms word hierby deur die volgende klousule vervang:

"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 kwalifiseer sodanige riet nie as 'n lewering deur enige kweker vir die doeleindes van vervulling ingevolge die Ooreenkoms nie."

Wysiging van klousule 45 van die Ooreenkoms, soos gewysig deur Goewermentskennisgewing R. 255 van 13 Februarie 1981

8. Klousule 45 van die Ooreenkoms word hierby gewysig—

(a) deur die uitdrukking "deur kwota" in subklousule (2) te skrap;

(b) by the substitution in subclause (3) for the word "quota" of the word "home";

(c) by the deletion in the words preceding paragraph (a) of subclause (4), of the expression "by quota";

(d) by the substitution in paragraph (a) of subclause (4), and in subclause (5), for the words "that mill's quota growers" of the words "the growers attached to that mill"; and

(e) by the substitution in paragraph (e) of subclause (4) for the words "the mill's quota growers" of the words "the growers attached to that mill".

Substitution of clause 46 of the Agreement

9. The following clause is hereby substituted for clause 46 of the Agreement:

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

(a) Provisional payments shall be made 30 days after the last day of each month in which cane is delivered, and the amount of each provisional payment shall be not less than the sum of 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 Schedule B for the immediately preceding month, by the respective accumulated A Pool and B Pool and, in the case of Small Growers, 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;

(b) a final payment shall be made on 30 April in each year, and the amount of the final payment shall be the sum of the product obtained by multiplying the price per metric ton of sucrose in cane, as finally determined under the provisions of Schedule B for that year, by the respective accumulated A Pool, B Pool and, in the case of Small Growers, 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, including interest calculated in terms of paragraph (c);

(c) at each mill there shall be calculated retention interest values per ton of A Pool and B Pool sucrose, respectively, which shall be the total of a calculation for each month during the year in which cane was delivered, divided by the total tons of A Pool and B Pool sucrose, respectively, delivered to that mill during the season, which calculation shall be made separately in respect of A Pool and B Pool sucrose according to the following formula:

$$V \times (W-M) \times \frac{P}{12} \times Z, \text{ in which formula—}$$

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

(ii) W represents the price per metric ton of sucrose in cane as finally determined for that year under the provisions of Schedule B;

(iii) M represents the 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;

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

(b) deur die uitdrukking "kwotameul" in subklousule (3) deur die uitdrukking "tuismeul" te vervang;

(c) deur die uitdrukking "deur kwota" in die woorde wat paragraaf (a) van subklousule (4) voorafgaan, te skrap;

(d) deur die woorde "daardie meul se kwotakwekers" in paragraaf (a) van subklousule 4, en in subklousule (5), deur die woorde "die kwekers aan daardie meul verbonde" te vervang; en

(e) deur die woorde "die meul se kwotahouers" in paragraaf (e) van subklousule (4) deur die woorde "die kwekers aan daardie meul verbonde" te vervang.

Vervanging van klousule 46 van die Ooreenkoms

9. Klousule 46 van die Ooreenkoms word hierby deur die volgende klousule vervang:

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

(a) Voorlopige betalings moet gedoen word 30 dae na die laaste dag van elke maand waarin riet gelewer word, en die bedrag van elke voorlopige betaling moet nie minder wees nie as die totaal van die produk wat verkry word deur 90 persent van die geskatte prys per metrieke ton sukrose-in-riet, soos ingevolge Bylae B vir die onmiddellik voorafgaande maand bepaal, met die onderskeie opgelope A-poel en B-poel en in die geval van Klein Kwekers, die totale sukroselewering van elke kweker vanaf die begin van die jaar tot en met die laaste dag van die maand ten opsigte waarvan die betaling verskuldig is, te vermenigvuldig, min die totaal van alle voorlopige betalings voorheen ingevolge hierdie subklousule vir die betrokke jaar aan hom gedoen;

(b) 'n finale betaling moet op 30 April in elke jaar gedoen word, en die bedrag van die finale betaling is die totaal van die produk wat verkry word deur die prys per metrieke ton sukrose-in-riet, soos finaal ingevolge Bylae B vir daardie jaar bepaal, met die onderskeie opgelope A-poel en B-poel en, in die geval van Klein Kwekers, die totale sukroselewering van elke kweker gedurende sodanige jaar te vermenigvuldig, min die totaal van alle voorlopige betalings voorheen aan sodanige kweker ten opsigte van die betrokke jaar gedoen, met inbegrip van die rente ingevolge paragraaf (c) bereken;

(c) by elke meul moet daar rentensierentewaardes per ton A-poel- en B-poel-sukrose, onderskeidelik, bereken word, wat die totaal is van 'n berekening vir elke maand gedurende die jaar waarin riet gelewer is, gedeel deur die totale tonnemaat A-poel- en B-poel-sukrose, onderskeidelik, aan daardie meul gedurende die seisoen gelewer, welke berekening afsonderlik ten opsigte van A-poel- en B-poel-sukrose volgens die volgende formule gedoen moet word:

$$V \times (W-M) \times \frac{P}{12} \times Z, \text{ in welke formule—}$$

(i) V die totale kumulatiewe metrieke ton sukrose gelewer vanaf die begin van die jaar tot en met die laaste dag van die betrokke maand verteenwoordig;

(ii) W die prys per metrieke ton sukrose-in-riet soos ingevolge Bylae B finaal vir daardie jaar bepaal, verteenwoordig;

(iii) M die geskatte prys per metrieke ton sukrose-in-riet wat gebruik is as basis by die bepaling van die voorlopige betaling vir die betrokke maand, min die retensiegeld deur meulenaars afgetrek, verteenwoordig;

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

(v) Z represents 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;

(d) the retention interest payments to each grower other than Small Growers, shall be the tonnage of A Pool and B Pool sucrose delivered by each grower multiplied by the respective retention interest value per ton of sucrose for the mill to which the grower is attached; and

(e) for the purpose of this subclause, 'delivered', in regard to sucrose or cane, shall mean any delivery made by a grower attached to the mill concerned.

(2) In the case of Small Growers the retention interest payment shall be the tonnage of sucrose delivered by each Small Grower multiplied by the weighted average of the A Pool and B Pool retention interest values per ton of sucrose for the mill to which the grower is attached in terms of the Growers' Register.

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

Amendment of clause 52 of the Agreement

10. (a) Subclause (2) of clause 52 of the Agreement is hereby amended—

(i) by the substitution for the expression "paragraph 9 (3)" of the expression "paragraph 11 (3)"; and

(ii) by the insertion of the expression "A Pool" before the expression "production", wherever it occurs.

(b) Subclause (3) of clause 52 of the Agreement is hereby amended by the addition of the following sentence:

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

Amendment of clause 57 of the Agreement

11. Subclause (1) of clause 57 of the Agreement is hereby amended by the substitution for the words preceding paragraph (a) of the following words:

"Such levy or levies shall be made upon all refineries and millers upon and *pro rata* to the respective A Pool and B Pool output of each miller and refinery, which shall include estimated output as defined hereinafter, and for the purpose of this clause 'output' is defined as follows:"

Amendment of clause 65 of the Agreement, as amended by Government Notice R. 852 of 29 April 1983

12. Subclause (2) of clause 65 of the Agreement is hereby amended by the substitution for the definition "recorded land" of the following definition:

" 'recorded land' means any land recorded by the Central Board in terms of paragraph 5 (1) of Schedule F."

Amendment of clause 67 of the Agreement, as amended by Government Notices R. 852 of 29 April 1983, R. 261 of 17 February 1984, R. 818 of 27 April 1984 and R. 2827 of 28 December 1984

13. Clause 67 of the Agreement is hereby amended by the deletion in subclause (4) of the expression "quota".

(v) 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, verteenwoordig;

(d) die retensierentebetaling aan elke kweker, uitgesonderd Klein Kwekers, is die tonnemaat A-poel en B-poel sukrose deur elke kweker gelever, vermenigvuldig met die onderskeie retensierentewaarde per ton sukrose vir die meul waaraan die kweker verbonde is; en

(e) by die toepassing van hierdie subklousule beteken "gelever", ten opsigte van sukrose of riet, enige lewering deur 'n kweker wat aan die betrokke meul verbonde is.

(2) In die geval van Klein Kwekers is die retensierentebetaling die tonnemaat sukrose deur elke kweker gelever, vermenigvuldig deur die beswaarde gemiddelde van die A-poel en B-poel retensierentewaardes per ton sukrose vir die meul waaraan die kweker ingevolge die Kwekersregister verbonde is.

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

Wysiging van klousule 52 van die Ooreenkoms

10. (a) Subklousule (2) van klousule 52 van die Ooreenkoms word hierby gewysig—

(i) deur die uitdrukking "paragraaf 9 (3)" deur die uitdrukking "paragraaf 11 (3)" te vervang; en

(ii) deur die uitdrukking "A-poel" voor die uitdrukking "produksie", waar dit oral voorkom, in te voeg.

(b) Subklousule (3) van klousule 52 van die Ooreenkoms word hierby gewysig deur die volgende sin by te voeg:

"Slegs ru-suiker word deur raffineerders of meulenaars uitgevoer, tensy die uitvoer van ander suiker deur die Suikervereniging gemagtig word, en alle suiker wat uitgevoer word, is onderhewig aan die voorwaardes wat deur die Suikervereniging bepaal word."

Wysiging van klousule 57 van die Ooreenkoms

11. Subklousule (1) van klousule 57 van die Ooreenkoms word hierby gewysig deur die woorde wat paragraaf (a) voorafgaan deur die volgende woorde te vervang:

"Sodanige heffing of heffings word gevorder van alle raffinaderye en meulenaars ten opsigte van en na verhouding tot die onderskeie A-poel en B-poel produksie van elke meulenaar en raffinadery, met inbegrip van geskatte produksie soos hieronder omskryf, en by die toepassing van hierdie klousule word 'produksie' soos volg omskryf:"

Wysiging van klousule 65 van die Ooreenkoms, soos gewysig deur Goewermentskennisgewing R. 852 van 29 April 1983

12. Subklousule (2) van klousule 65 van die Ooreenkoms word hierby gewysig deur die woordbepaling "aangetekende grond" deur die volgende woordbepaling te vervang:

" 'aangetekende grond' beteken enige grond wat deur die Sentrale Raad ingevolge paragraaf 5 (1) van Bylae F aangeteken is."

Wysiging van klousule 67 van die Ooreenkoms, soos gewysig deur Goewermentskennisgewings R. 852 van 29 April 1983, R. 261 van 17 Februarie 1984, R. 818 van 27 April 1984 en R. 2827 van 28 Desember 1984

13. Klousule 67 van die Ooreenkoms word hierby gewysig deur die uitdrukking "kwotagrond" in subklousule (4) deur die uitdrukking "grond" te vervang.

Amendment of clause 68 of the Agreement, as amended by Government Notice R. 852 of 29 April 1983

14. Subclauses (1) and (2), respectively, of clause 68 of the Agreement is hereby amended by the insertion after the expression "67" of the expression "and of paragraphs 6 (11) to 6 (15), inclusive, of Schedule F."

Deletion of clause 70 of the Agreement

15. The heading of clause 70 of the Agreement, and that clause, are hereby deleted.

Amendment of the Agreement by the addition of clauses

16. The Agreement is hereby amended by the addition of the following clauses:

"Pool System"

71. (1) There is hereby established for the Sugar Industry a system, known as the Pool System (Schedule F), for the control of production of sugar industry products, and the disposal and determination of the prices thereof, in accordance with the provisions of this Agreement and of the Schedules thereto.

(2) In the event of any conflict or inconsistency appearing between any provision of Schedule B or F, on the one hand, and any provision of this Agreement, on the other hand, the provision of Schedule B or F in question shall prevail to the extent of such conflict or inconsistency.

(3) No claim for damages or compensation shall arise in respect of any person, whether such person is a person upon whom this Agreement is binding or not, merely by virtue of the amendments to this Agreement and the Schedules thereto effected in terms of Government Notice R. 1071, dated 17 May 1985.

(4) Any right held by any person in or to any quota issued in terms of Chapter 2 of this Agreement prior to 1 May 1985, shall be deemed to be a corresponding right in and to the relative A Pool quota and B Pool Allowance related thereto, or the Small Grower Entitlement concerned, as the case may be, established in substitution for such quota and right to deliver cane in terms of Schedule F.

Limitation of powers

72. Save as provided for in paragraph 33 of Schedule F, the Central Board shall not give any decision under the provisions of this Agreement the result of which will cause a breach of an existing contract between interested parties, or will be to confer upon any person greater rights in respect of an A Pool quota, or registered land, than the rights to which the original or prior holders thereof were entitled.

Decisions made before coming into operation of Schedule F of Agreement

73. Any decision or authorisation lawfully made or given by the Sugar Association, the Central Board or any Mill Group Board under any provision of this Agreement before the coming into operation of Schedule F to this Agreement shall, after such coming into operation, continue to be of full force and effect under the corresponding provision of that Schedule until lawfully rescinded or varied by that Association, or that Board, or the Board concerned, as the case may be."

Amendment of Schedule A to the Agreement, published by Government Notice R. 858 of 27 April 1979

17. Schedule A to the Agreement is hereby amended by the substitution in paragraph 4 (b) for the words "debited to the Export Equalisation Account referred to in paragraph 2 (5) (b) of Schedule B" of the words "deducted from the

Wysiging van klousule 68 van die Ooreenkoms, soos gewysig deur Goewermentskennisgewing R. 852 van 29 April 1983

14. Subklousules (1) en (2), onderskeidelik, van klousule 68 van die Ooreenkoms word hierby gewysig deur na die uitdrukking "67" die uitdrukking "en van paragrawe 6 (11) tot en met 6 (15) van Bylae F" in te voeg.

Skrapping van klousule 70 van die Ooreenkoms

15. Die opskrif van klousule 70 van die Ooreenkoms, en daardie klousule, word hierby geskrap.

Wysiging van die Ooreenkoms deur klousules by te voeg

16. Die Ooreenkoms word hierby gewysig deur die volgende klousules by te voeg:

"Poelstelsel"

71. (1) Daar word hierby vir die Suikernywerheid 'n stelsel wat as die Poelstelsel (Bylae F) bekend staan, vir die beheer van produksie van suikernywerheidprodukte, en die beskikking daaroor en die bepaling van pryse daarvan, ooreenkomstig die bepalings van hierdie Ooreenkoms en die Bylaes daarvan, ingestel.

(2) Ingeval enige botsing of teenstrydigheid tussen enige bepaling van Bylae B of F, aan die een kant, en enige bepaling van hierdie Ooreenkoms, aan die ander kant, blyk, geld die betrokke bepaling van Bylae B of F tot die mate van sodanige botsing of teenstrydigheid.

(3) Geen eis om skade of vergoeding sal ten opsigte van enige persoon, ongeag of sodanige persoon 'n persoon is op wie hierdie Ooreenkoms bindend is of nie, bloot op grond van die wysigings van hierdie Ooreenkoms en die Bylaes daarvan wat ingevolge Goewermentskennisgewing R. 1071, gedateer 17 Mei 1985, bewerkstellig is, ontstaan nie.

(4) Enige reg wat deur enige persoon gehou word in of op enige kwota wat ingevolge Hoofstuk 2 van hierdie Ooreenkoms voor 1 Mei 1985 uitgreik is, word geag 'n ooreenstemmende reg te wees in en op die betrokke A-poel-kwota en B-poel-vergunning wat daarop betrekking het, of die betrokke Klein Kwekersgeregtigdheid, na gelang van die geval, ingestel ingevolge Bylae F ter vervanging van sodanige kwota en reg om riet te lewer.

Beperking van bevoegdhede

72. Behalwe soos in paragraaf 33 van Bylae F bepaal, neem die Sentrale Raad geen besluit ingevolge die bepalings van hierdie Ooreenkoms wat die verbreking van 'n bestaande kontrak tussen belanghebbende partye tot gevolg sal hê, of aan enige persoon groter regte ten opsigte van 'n A-poel-kwota, of geregistreerde grond, sal verleen, as die regte waarop die oorspronklike of vorige houeers daarvan aanspraak gehad het nie.

Besluite voor aanvang van die Ooreenkoms geneem

73. Enige besluit of magtiging wat wettiglik deur die Suikervereniging, die Sentrale Raad of enige Meulgroep-raad ingevolge 'n bepaling van hierdie Ooreenkoms geneem of gegee is voordat Bylae F van hierdie Ooreenkoms in werking getree het, bly, na sodanige inwerkingtreding, van krag en geldig ingevolge die ooreenstemmende bepaling van daardie Bylae totdat dit wettiglik deur daardie Vereniging, of daardie Raad, of die betrokke raad, na gelang van die geval, herroep of gewysig word."

Wysiging van Bylae A van die Ooreenkoms, afgekondig by Goewermentskennisgewing R. 858 van 27 April 1979

17. Bylae A van die Ooreenkoms word hierby gewysig deur in paragraaf 4 (b) die woorde "Die Uitvoergelykmakingsrekening in paragraaf 2 (5) (b) van Bylae B genoem, word met die koste van laasgenoemde finansiering gedebiteer" deur die woorde "Die koste van laasgenoemde finansiering word by die berekening van die netto gemiddelde

proceeds of A Pool and B Pool export sugar, respectively, in calculating net average export proceeds in terms of paragraphs 3 (2) (c) (i) and 3 (3) (b) (i) of Schedule B".

Substitution of Schedule B to the Agreement

18. The Agreement is hereby amended by the substitution for Schedule B of the following Schedule:

"SCHEDULE B

DISTRIBUTION OF PROCEEDS AND DETERMINATION OF SUCROSE PRICES

1. This Schedule sets out the basis for—

- (1) the allocation of proceeds and costs between the A Pool and the B Pool;
- (2) the division of proceeds between milling and growing;
- (3) the determination of prices per metric ton of sucrose in cane in any year; and
- (4) the redistribution of proceeds between mills in respect of the use of B Pool sucrose in cane for the production of A Pool sugar.

Interpretation

2. In this Schedule, unless the context indicates otherwise—

- (1) 'deemed quantity of B Pool sucrose' means that deemed quantity of sucrose in cane, calculated by multiplying the total quantity of B Pool sugar produced in any year by the industrial average sucrose to sugar ratio in that year;
- (2) 'deemed quantity of B Pool sugar' means that deemed quantity of sugar, calculated by dividing the total quantity of B Pool sucrose in cane delivered in any year by the industrial average sucrose to sugar ratio in that year;
- (3) 'deemed B Pool net divisible proceeds' means those net divisible proceeds that would be allocated to the B Pool in any year, based on the assumption that A Pool sugar had been produced entirely from A Pool sucrose in cane, and that all B Pool sucrose in cane delivered was used to produce B Pool sugar;
- (4) 'gross sucrose price' means the price payable by mills to growers in each of the A and B Pools, without any deduction in respect of the Growers' Transport Compensation Fund levy and the Equalisation Fund referred to in clause 43 of the Agreement, and which price is used for the redistribution of proceeds between mills;
- (5) 'mills' derived sucrose price' means the gross sucrose price that would be payable by mills to growers in each of the A and B Pools, based on the assumption that the A Pool sugar produced in the year, had been produced entirely from A Pool sucrose in cane, and that B Pool sugar produced in the year had been produced entirely from B Pool sucrose in cane.

Gross proceeds

Total industry

3. (1) Gross proceeds from the sale of production during any year shall be the total proceeds of local market sugar, export sugar, high test molasses, final molasses and any sugar industry products specifically designated by the Sugar Association, and shall be allocated between the A and B Pool in accordance with the provisions of subparagraph (2) and (3), respectively.

uitvoeropbrengs ingevolge paragrafe 3 (2) (c) (i) en 3 (3) (b) (i) van Bylae B van die opbrengs van A-poel-en B-poel-uitvoersuiker, afgetrek' te vervang.

Vervanging van Bylae B van die Ooreenkoms

18. Die Ooreenkoms word hierby gewysig deur Bylae B deur die volgende Bylae te vervang:

"BYLAE B

VERDELING VAN OPBRENGS EN VASSTELLING VAN SUKROSEPRYSE

1. Hierdie Bylae sit die grondslag uiteen vir—

- (1) die toekenning van opbrengs en koste tussen die A-poel en die B-poel;
- (2) die verdeling van opbrengs tussen meul en kweek;
- (3) die vasstelling van pryse per metrieke ton sukrose in riet in enige jaar; en
- (4) die herverdeling van opbrengs tussen meule ten opsigte van die gebruik van B-poel sukrose-in-riet vir die produksie van A-poel-suiker.

Uitleg

2. In hierdie Bylae, tensy die samehang anders aandui, beteken—

- (1) 'geagte hoeveelheid B-poel-sukrose', die geagte hoeveelheid sukrose-in-riet, wat bereken word deur die totale hoeveelheid B-poel-sukrose in 'n jaar geproduseer, te vermenigvuldig met die nywerheidsgemiddelde sukrose tot suiker-verhouding in daardie jaar;
- (2) 'geagte hoeveelheid B-poel-suiker', die geagte hoeveelheid suiker, wat bereken word deur die totale hoeveelheid B-poel sukrose-in-riet in 'n jaar gelewer, te deel deur die nywerheidsgemiddelde sukrose tot suiker-verhouding in daardie jaar;
- (3) 'geagte B-poel netto verdeelbare opbrengs', die netto verdeelbare opbrengste wat aan die B-poel in 'n jaar toegeken sou wees, gebaseer op die aanname dat A-poel-suiker geheel en al van A-poel sukrose-in-riet geproduseer was, en dat alle B-poel sukrose-in-riet wat gelewer is, gebruik is om B-poel-suiker te produseer;
- (4) 'bruto sukroseprys', die prys betaalbaar deur meule aan kwekers in elk van die A- en B-poele, sonder enige aftrekking ten opsigte van die kwekers se Vervoervergoedingsfondsheffing en die Gelykmakingsfonds in klousule 43 van die Ooreenkoms bedoel, en welke prys vir die herverdeling van opbrengs tussen meule gebruik word;
- (5) 'afgeleide meul-sukroseprys', die bruto sukroseprys wat deur meule aan kwekers betaalbaar sou gewees het in elk van die A- en B-poele, gebaseer op die aanname dat die A-poel-suiker in die jaar geproduseer, geheel en al van A-poel sukrose-in-riet geproduseer is, en dat die B-poel-suiker in die jaar geproduseer geheel en al van B-poel sukrose-in-riet geproduseer is.

Bruto opbrengs

Totale nywerheid

3. (1) Die bruto opbrengs uit die verkoop van produksie gedurende 'n jaar is die totale opbrengs van suiker vir die binnelandse mark, uitvoersuiker, hoëgraadse melasse, eindmelasse en enige suikernywerheidprodukte wat spesifiek deur die Suikervereniging aangewys is, en word ooreenkomstig die bepalings van subparagraaf (2) en (3), onderskeidelik, toegeken.

A Pool

(2) Gross proceeds from the sale of production in the A Pool during any year, shall be the total of the following:

(a) The proceeds of local market refined sugar, calculated by multiplying the total quantity of such sugar produced and estimated to be produced during the year, by the maximum prices, 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;

(b) the proceeds of local market brown sugar, calculated by multiplying the total quantity of such sugar produced and estimated to be produced during the year, by the maximum prices, 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;

(c) the proceeds of export sugar, including high test molasses, received by millers in terms of Schedule A, calculated by multiplying the quantity of A Pool export sugar, including the sugar equivalent as determined by the Sugar Association of high test molasses produced for export, by the net average export price per metric ton of all export sugar produced, excluding export sugar which is specifically allocated by the Sugar Association for sale exclusively as B Pool, in order to reduce stocks or avoid the imposition of restrictive control of production, and for the purposes of this subparagraph the following provisions shall apply:

(i) The net average export price shall comprise the net f.a.s. or f.o.b. proceeds of such export sugar, including any polarisation awards and quality bonuses or 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 charges referred to in paragraph 4, and any adjustment in respect of a previous year referred to in subparagraphs (ii) and (3) (b) (ii); and

(ii) the final determination of export proceeds for each year, shall be made by the Sugar Association not later than 30 April in each year, and if certain components of proceeds require to be estimated in order that the final proceeds may be so determined, any differences between the actual and the estimate of such components shall be brought to account as an adjustment in the calculation of the net average export price for the following year;

(d) the net amount of any adjustment in respect of a previous year, resulting from the differences referred to in subparagraphs (c) (ii) and (3) (b) (ii) between the estimated and actual amounts of any components of the export proceeds; and

(e) the proceeds of final molasses, including refinery molasses, calculated by multiplying the estimated net proceeds derived from the sale of such molasses produced, and estimated to be produced, during the year, as determined by the Sugar Association, by the proportion which A Pool sugar production bears to total sugar production in the year concerned.

A-poel

(2) Die bruto opbrengs uit die verkoop van produksie in die A-poel gedurende 'n jaar is die totaal van die volgende:

(a) Die opbrengs van geraffineerde suiker vir die binne-landse mark, bereken deur die totale hoeveelheid van sodanige suiker wat gedurende die jaar geproduseer is en volgens skatting geproduseer sal word, te vermenigvuldig met die maksimum pryse, te 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;

(b) die opbrengs van bruinsuiker vir die binnelandse mark, bereken deur die totale hoeveelheid van sodanige suiker wat gedurende die jaar geproduseer is en volgens skatting geproduseer sal word, te vermenigvuldig met die maksimum pryse, te 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;

(c) die opbrengs van uitvoersuiker, met inbegrip van hoëgraadse melasse, wat deur meulenaars ingevolge Bylae A ontvang word, bereken deur die hoeveelheid A-poel-uitvoersuiker, met inbegrip van die suikerekwivalent van hoëgraadse melasse wat vir uitvoer vervaardig word soos deur die Suikervereniging bepaal, te vermenigvuldig met die netto gemiddelde uitvoerprys per metrieke ton van alle uitvoersuiker geproduseer, uitgesonderd uitvoersuiker wat deur die Suikervereniging spesifiek vir uitsluitlike verkoop as B-poel toegewys is, ten einde voorrade te verminder of die oplegging van beperkende produksiebeheer te vermy, en by die toepassing van hierdie subparagraaf is die volgende bepalinge van toepassing:

(i) Die netto gemiddelde uitvoerprys omvat die netto v.l.s.- of v.a.b.-opbrengs van sodanige uitvoersuiker, met inbegrip van polarisasietoekennings en kwaliteitsbonusse of -boetes, waarby ander inkomste van toepassing op uitvoersuiker soos, onder andere, adreskommissie, versendingsgelde en -rente getel moet word, en van welke opbrengs enige ander koste of vordering van toepassing op uitvoersuiker afgetrek moet word, met inbegrip van, onder andere, die bedryfskoste van die massasuikerrieteindpunt, maar uitgesonderd nywerheidsheffings in paragraaf 4 vermeld, en enige aanpassing ten opsigte van 'n vorige jaar in subparagraaf (ii) en (3) (b) (ii) vermeld; en

(ii) die finale bepaling van die uitvoeropbrengs vir elke jaar, moet nie later nie as 30 April van elke jaar deur die Suikervereniging gedoen word, en indien sekere bestanddele van die opbrengs geskat moet word sodat die finale opbrengs aldus bepaal kan word, moet enige verskille tussen die werklike bestanddele en die skattings van sodanige bestanddele as 'n aanpassing by die berekening van die netto gemiddelde uitvoerprys vir die volgende jaar in rekening gebring word;

(d) die netto bedrag van enige aanpassing ten opsigte van 'n vorige jaar, wat voortvloei uit die verskille in subparagraaf (c) (ii) en (3) (b) (ii) vermeld tussen die geskatte en die werklike bedrae van enige komponente van die uitvoeropbrengs; en

(e) die opbrengs van eindmelasse, met inbegrip van raffinaderymelasse, bereken deur die geskatte netto opbrengs verkry uit die verkoop van sodanige melasse geproduseer, en wat volgens skatting gedurende die jaar geproduseer sal word, soos deur die Suikervereniging bepaal, te vermenigvuldig met die verhouding waarin A-poel-suikerproduksie tot die totale suikerproduksie in die betrokke jaar staan.

B Pool

(3) Gross proceeds from the sale of production in the B Pool during any year, shall be the total of the following:

(a) The proceeds of export sugar, including high test molasses, received by millers in terms of Schedule A, calculated by multiplying the quantity of B Pool export sugar, including the sugar equivalent as determined by the Sugar Association of high test molasses produced for export, but excluding export sugar which is specifically allocated by the Sugar Association for sale exclusively as B Pool in order to reduce stocks or avoid the imposition of restrictive control of production, by the net average export price calculated in accordance with subparagraph (2) (c) (i);

(b) the proceeds of export sugar, including high test molasses produced for export and local market, and of any other sugar industry products specifically designated by the Sugar Association, specifically allocated by the Sugar Association for sale exclusively as B Pool in order to reduce stocks or avoid the imposition of restrictive control of production, and for the purposes of this subparagraph the following provisions shall apply:

(i) The proceeds referred to above, shall comprise the net f.a.s. or f.o.b. proceeds of such sugar, including any polarisation awards and quality bonuses or 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 charges referred to in paragraph 4, or, in the case of any other sugar industry products, shall comprise the net proceeds of such products before deducting the industrial charges referred to in paragraph 4; and

(ii) the final determination of export proceeds for each year, shall be made by the Sugar Association not later than 30 April each year, and if certain components of proceeds require to be estimated in order that the final proceeds may be so determined, no adjustment shall be made in the B Pool as a result of any differences between the actual and the estimate of such components, and such differences shall be accounted for in the A Pool in terms of subparagraph (2) (d);

(c) the proceeds of final molasses, including refinery molasses, calculated by multiplying the total proceeds of such final molasses determined in terms of subparagraph (2) (e) (i), by the proportion which B Pool sugar production bears to total sugar production in the year concerned; and

(d) the proceeds of that portion of local market refined sugar, calculated in terms of subparagraph (2) (a), and of that portion of local market brown sugar, calculated in terms of subparagraph (2) (b), provided from the B Pool in the event of the total of sugar production in the A Pool being insufficient to meet the quantity required for the local market.

Industrial charges

4. (1) Total industrial charges shall at all times constitute a first charge against gross proceeds, and shall be allocated between the A and B Pool in accordance with the provisions of subparagraph (2) and (3), respectively.

B-poel

(3) Die bruto opbrengs uit die verkoop van produksie in die B-poel gedurende 'n jaar, is die totaal van die volgende:

(a) Die opbrengs van uitvoersuiker, met inbegrip van hoëgraadse melasse, wat deur meulenaars ingevolge Bylae A ontvang is, bereken deur die hoeveelheid B-poel-uitvoersuiker, met inbegrip van die suikerekwivalent van hoëgraadse melasse wat vir uitvoer vervaardig word, maar uitgesonderd uitvoersuiker wat deur die Suikervereniging spesifiek vir uitsluitlike verkoop as B-poel toegewys is ten einde voorrade te verminder of die oplegging van beperkende produksiebeheer te vermy, met die netto gemiddelde uitvoerpryse ooreenkomstig subparagraaf (2) (c) (i) bereken, te vermenigvuldig;

(b) die opbrengs van uitvoersuiker, met inbegrip van hoëgraadse melasse vir uitvoer en die binnelandse mark geproduseer, en van enige ander suikernywerheidsprodukte spesifiek deur die Suikervereniging aangewys, wat deur die Suikervereniging spesifiek vir uitsluitlike verkoop as B-poel toegeken is ten einde voorrade te verminder of die oplegging van beperkende produksiebeheer te vermy, en by die toepassing van hierdie subparagraaf is die volgende bepalinge van toepassing:

(i) Die opbrengs hierbo vermeld, omvat die netto v.l.s.- of v.a.b.-opbrengs van sodanige suiker, met inbegrip van enige polarisasietoekennings en kwaliteitsbonusse of -boetes, waarby ander inkomste van toepassing op uitvoersuiker soos, onder andere, adreskommissie, versendingsgelde en rente, getel moet word, en van welke opbrengs enige ander koste of vorderings van toepassing op uitvoersuiker afgetrek moet word, met inbegrip van, onder andere, die bedryfskoste van die massasuikereindpunt, maar uitgesonderd nywerheidsheffings in paragraaf 4 vermeld of, in die geval van enige ander suikernywerheidsprodukte, omvat dit die netto opbrengs van sodanige produkte voor aftrekking van die nywerheidsvorderings in paragraaf 4 vermeld; en

(ii) die finale vasstelling van die uitvoeropbrengs vir elke jaar moet deur die Suikervereniging nie later nie as 30 April van elke jaar gedoen word, en indien sekere bestanddele van die opbrengs geskat moet word sodat die finale opbrengs aldus bepaal kan word, moet geen aanpassing in die B-poel as gevolg van enige verskille tussen die werklike bestanddele en die skattings van sodanige bestanddele gemaak word nie, en sodanige verskille moet in die A-poel ooreenkomstig subparagraaf (2) (d) verantwoord word;

(c) die opbrengs van eindmelasse, met inbegrip van raffinaderymelasse, bereken deur die totale opbrengs van eindmelasse ooreenkomstig subparagraaf (2) (e) (i) bepaal, te vermenigvuldig met die verhouding waarin B-poel-suikerproduksie tot totale suikerproduksie in die betrokke jaar staan; en

(d) die opbrengs van daardie gedeelte van geraffineerde suiker vir die binnelandse mark ooreenkomstig subparagraaf (2) (a) bereken, en van daardie gedeelte van bruinsuiker vir die binnelandse mark ooreenkomstig subparagraaf (2) (b) bereken, wat uit die B-poel verskaf is ingeval die totale suikerproduksie in die A-poel onvoldoende is om die hoeveelheid wat vir die binnelandse mark benodig word, te verskaf.

Nywerheidsvorderings

4. (1) Totale nywerheidsvorderings maak te alle tye 'n voorkeureis teen bruto opbrengs uit, en moet soos volg aan die A- en B-poel ooreenkomstig die bepalinge van subparagraaf (2) en (3), onderskeidelik, toegewys word:

A Pool

(2) The industrial charges attributable to the A Pool, shall be the aggregate of 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) railage and road transport costs referred to in clause 55 of the Agreement, which are deemed to be industry obligations approved by the Sugar Association in terms of clause 51 of the Agreement, in respect of A Pool sugar production;

(c) 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;

(d) interest on loans raised through Sasexcor to supplement industrial proceeds in the years prior to 1 May 1985;

(e) interest on any loans raised by the industry to supplement proceeds in the A Pool after 1 May 1985; and

(f) industry obligations referred to in clause 51 of the Agreement, save for those specifically dealt with above, determined on the following basis:

(i) The total of expenses which, as determined by the Sugar Association, are attributable entirely to the A Pool; and

(ii) the total of expenses which, as determined by the Sugar Association, are not attributable entirely to the A Pool or entirely to the B Pool, multiplied by the proportion which A Pool saleable sugar production bears to total saleable sugar production; and

(g) that portion of the costs and expenses of operating the cane testing service referred to in clause 48 (3) of the Agreement, which corresponds to the proportion which A Pool saleable sugar production bears to total saleable sugar production.

B Pool

(3) The industrial charges attributable to the B Pool, shall be the aggregate of the following:

(a) Railage and road transport costs referred to in clause 55 of the Agreement, which are deemed to be industry obligations approved by the Sugar Association, in terms of clause 51 of the Agreement, in respect of B Pool sugar production;

(b) industry obligations referred to in clause 51 of the Agreement, excluding those dealt with in subparagraphs (2) (f) and (3) (a), determined on the following basis:

(i) The total of expenses which, as determined by the Sugar Association, are attributable entirely to the B Pool; and

(ii) the total of expenses which, as determined by the Sugar Association, are not attributable either entirely to the A Pool or entirely to the B Pool, multiplied by the proportion which B Pool saleable sugar production bears to total saleable sugar production; and

(c) the portion of the costs and expenses of operating the cane testing service referred to in clause 48 (3) of the Agreement, which corresponds to the proportion which B Pool saleable sugar production bears to total saleable sugar production.

A-poel

(2) Die nywerheidsvorderings aan die A-poel toeskryfbaar, is die totaal van die volgende:

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

(b) spoorvrag en padvervoerkoste in klousule 55 van die Ooreenkoms vermeld, wat beskou word as nywerheidsverpligtings wat deur die Suikervereniging ingevolge klousule 51 van die Ooreenkoms ten opsigte van A-poel-suikerproduksie goedgekeur is;

(c) die verskil tussen die voorafverpakkingspremies wat in die nywerheid se verkoopprijs van voorafverpakte suiker ingesluit is en die voorafverpakkingsmarges bereken op die wyse van tyd tot tyd deur die Minister goedgekeur;

(d) rente op lenings deur Sasexcor verkry ten einde nywerheidsopbrengste in die jare voor 1 Mei 1985 aan te vul;

(e) rente op enige lenings deur die nywerheid aangeaan ten einde opbrengste in die A-poel na 1 Mei 1985 aan te vul; en

(f) nywerheidsverpligtings in klousule 51 van die Ooreenkoms vermeld, uitgesonderd dié spesifiek hierbo behandel, op die volgende grondslag bepaal:

(i) Die totaal van die uitgawes, soos deur die Suikervereniging bepaal, wat geheel en al aan die A-poel toeskryfbaar is; en

(ii) die totaal van uitgawes, soos deur die Suikervereniging bepaal, wat nie geheel en al aan die A-poel of geheel en al aan die B-poel toeskryfbaar is nie, vermenigvuldig met die verhouding waarin A-poel verkoopbare suikerproduksie tot totale verkoopbare suikerproduksie staan; en

(g) daardie gedeelte van die koste en uitgawes om die riettoetsdiens in klousule 48 (3) van die Ooreenkoms vermeld, te bedryf, wat ooreenstem met die verhouding waarin A-poel verkoopbare suikerproduksie tot totale verkoopbare suikerproduksie staan.

B-poel

(3) Die nywerheidsvorderings aan die B-poel toeskryfbaar, is die totaal van die volgende:

(a) spoorvrag en padvervoerkoste in klousule 55 van die Ooreenkoms vermeld, wat as nywerheidsverpligtings beskou word wat deur die Suikervereniging, ingevolge klousule 51 van die Ooreenkoms, ten opsigte van B-poel-suikerproduksie goedgekeur is;

(b) nywerheidsverpligtings in klousule 51 van die Ooreenkoms vermeld, uitgesonderd dié wat in subparagrafe (2) (f) en (3) (a) behandel word, op die volgende grondslag bepaal:

(i) Die totaal van die uitgawes wat, soos deur die Suikervereniging bepaal, geheel en al aan die B-poel toeskryfbaar is; en

(ii) die totaal van die uitgawes wat, soos deur die Suikervereniging bepaal, of nie geheel en al aan die A-poel of geheel en al aan die B-poel toeskryfbaar is nie, vermenigvuldig met die verhouding waarin B-poel verkoopbare suikerproduksie tot totale verkoopbare suikerproduksie staan; en

(c) daardie gedeelte van die koste en uitgawes om die riettoetsdiens in klousule 48 (3) van die Ooreenkoms vermeld, te bedryf, wat ooreenstem met die verhouding waar- toe B-poel verkoopbare suikerproduksie tot totale verkoopbare suikerproduksie staan.

Net divisible proceeds: Total industry

5. The net divisible proceeds shall be calculated by deducting from the sum of gross proceeds calculated in terms of paragraphs 3 (2) and 3 (3)—

- (a) the sum of A Pool and B Pool industrial charges calculated in terms of paragraphs 4 (2) and 4 (3);
- (b) fixed and variable costs of refining calculated in the manner approved by the Minister from time to time; and
- (c) the absolute amount of return on capital for refining calculated in the manner approved by the Minister from time to time.

Sectional requirements: Total industry costs

6. (1) The fixed and variable costs of milling and growing shall be calculated in the manner approved by the Minister from time to time.

Return on capital

(2) The absolute amounts of return on capital of milling and growing shall be calculated in the manner approved by the Minister from time to time, and shall include any additional amount of return on capital realised in the B Pool.

Allocation of net divisible proceeds to milling and growing: Total industry

7. (1) The first charge against net divisible proceeds calculated in terms of paragraph 5, shall be the total of the fixed and variable costs of milling and growing calculated in terms of paragraph 6 (1).

(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.

(3) Any resulting balance of net divisible proceeds after deducting the costs referred to in paragraph 7 (1), shall be divided between milling and growing in the ratio existing between the absolute amounts of their respective returns on capital calculated in terms of paragraph 6 (2).

*Determination of sucrose prices**B Pool sucrose price*

8. (1) Deemed B Pool net divisible proceeds shall be determined by dividing the net difference between the B Pool gross proceeds determined in paragraph 3 (3) and the B Pool industrial charges determined in paragraph 4 (3), by the quantity of B Pool sugar produced in the year and multiplying by the total deemed quantity of B Pool sugar.

(2) (a) The first charge against deemed B Pool net divisible proceeds shall be the total of the B Pool fixed and variable costs of milling and growing apportioned to the B Pool, in relation to the deemed quantity of B Pool sugar, in the manner approved by the Sugar Association from time to time.

(b) In the event of the deemed B Pool net divisible proceeds not being sufficient to meet the aggregate of B Pool fixed and variable costs of milling and growing calculated in terms of subparagraph (a) in full, such proceeds shall be apportioned to milling and growing *pro rata* to the aggregate amounts of their respective B Pool fixed and variable costs calculated in terms of subparagraph (a).

(c) Any resulting balance of deemed B Pool net divisible proceeds, after deducting the costs referred to in subparagraph (a), shall be divided between milling and growing in the ratio existing between the absolute amounts of their respective returns on capital, calculated in terms of paragraph 6 (2).

Netto verdeelbare opbrengs: Totale nywerheid

5. Die netto verdeelbare opbrengs word bereken deur van die totale bruto opbrengs, ooreenkomstig paragrafe 3 (2) en 3 (3) bereken, af te trek—

- (a) die som van die A-poel en B-poel nywerheidsvorderings ooreenkomstig paragrafe 4 (2) en 4 (3) bereken;
- (b) vaste en veranderlike raffineringskoste bereken op die wyse van tyd tot tyd deur die Minister goedgekeur; en
- (c) die absolute rendement op kapitaal vir raffinering bereken op die wyse van tyd tot tyd deur die Minister goedgekeur.

Seksionele behoeftes: Totale nywerheidskoste

6. (1) Die vaste en veranderlike meul- en kweekkoste word bereken op die wyse van tyd tot tyd deur die Minister goedgekeur.

Vergoeding op kapitaal

(2) Die absolute bedrae van vergoeding op kapitaal van meul en kweek word bereken op die wyse van tyd tot tyd deur die Minister goedgekeur, en sluit enige bykomende bedrag van vergoeding op kapitaal wat deur die B-poel gerealiseer is, in.

Toewysing van netto verdeelbare opbrengs aan meul en kweek: Totale nywerheid

7. (1) Die voorkeureis teen netto verdeelbare opbrengs ooreenkomstig paragraaf 5 bereken, is die totaal van die vaste en veranderlike meul- en kweekkoste ooreenkomstig paragraaf 6 (1) bereken.

(2) Indien die netto verdeelbare opbrengs nie voldoende is om die meul- en kweekkoste ten volle te dek nie, word sodanige opbrengs *pro rata* tot daardie meul- en kweekkoste toegedeel.

(3) Enige gevolglike saldo van netto verdeelbare inkomste na aftrekking van die koste in paragraaf 7 (1) vermeld, word tussen meul en kweek verdeel in die verhouding wat bestaan tussen die absolute bedrae van hul onderskeie vergoedings op kapitaal ooreenkomstig paragraaf 6 (2) bereken.

*Vasstelling van suikroeprys**B-poel-sukroeprys*

8. (1) Geagte netto verdeelbare B-poel-opbrengs word bepaal deur die netto verskil tussen die B-poel-bruto opbrengs in paragraaf 3 (3) bepaal en die B-poel-nywerheidsvorderings in paragraaf 4 (3) bepaal, te verdeel deur die hoeveelheid B-poel-suiker wat in daardie jaar geproduseer is en met die totale geagte hoeveelheid B-poel-suiker te vermenigvuldig.

(2) (a) Die voorkeureis teen geagte B-poel netto verdeelbare opbrengs is die totaal van die B-poel vaste en veranderlike meul- en kweekkoste wat aan die B-poel toegewys is, in verhouding tot die geagte hoeveelheid B-poel-suiker, op die wyse van tyd tot tyd deur die Suikervereniging goedgekeur.

(b) Indien die B-poel netto verdeelbare opbrengs nie voldoende is om die totaal van die B-poel vaste en veranderlike meul- en kweekkoste ooreenkomstig subparagraaf (a) bereken, ten volle te dek nie, word sodanige opbrengs aan meul en kweek *pro rata* tot die totale bedrae van hul onderskeie B-poel vaste en veranderlike koste ooreenkomstig subparagraaf (a) bereken, toegewys.

(c) Enige gevolglike saldo van geagte B-poel netto verdeelbare opbrengs, na aftrekking van die koste in subparagraaf (a) vermeld, word tussen meul en kweek verdeel in die verhouding wat bestaan tussen die absolute bedrae van hul onderskeie vergoedings op kapitaal, ooreenkomstig paragraaf 6 (2) bereken.

(3) The gross B Pool sucrose price shall be determined, for the purpose of effecting the mills' redistribution of proceeds, by dividing the B Pool net divisible proceeds allocated to growing in terms of subparagraphs (2) (a) to (c), by the total quantity of B Pool sucrose in cane delivered in the year.

(4) The total proceeds payable by mills to growers for total B Pool sucrose in cane delivered during any year, shall be the B Pool net divisible proceeds allocated to growing in terms of subparagraphs (2) (a) to (c), less—

(a) an amount representing that portion of the total of the Growers' Transport Compensation Fund levy, referred to in the Rules made in terms of clause 37 of the Agreement, which corresponds to the proportion which B Pool sucrose in cane delivered bears to total sucrose in cane delivered; and

(b) an amount representing that portion of the total sum of the Equalisation Fund, referred to in clause 43 of the Agreement, which corresponds to the proportion which B Pool sucrose in cane delivered bears to total sucrose in cane delivered.

(5) The B Pool price per metric ton of sucrose in cane payable to growers, shall be calculated by dividing the total B Pool proceeds determined as payable by mills to growers for B Pool sucrose in cane delivered in the year, calculated in terms of subparagraph (4), by the total quantity of such sucrose in cane: Provided that a mill may pay more for B Pool sucrose in cane than the price so calculated on condition that—

(a) the additional amount paid by mills is not incorporated in milling cost requirements;

(b) the additional amount received by growers is not taken into account in reduction of growing cost requirements; and

(c) such increased price is applied proportionately to all growers, other than Small Growers, supplying B Pool sucrose to the mill concerned, or is applied proportionately within specified strata above or below a level of delivery performance predetermined by the mill.

A Pool sucrose price

(6) The A Pool proceeds attributable to growing, shall be arrived at by deducting from the net divisible proceeds allocated to growing in terms of paragraph 7, the B Pool net divisible proceeds allocated to growing in terms of subparagraph (2) (a) to (c).

(7) The gross A Pool sucrose price shall be determined, for the purpose of effecting the mills' redistribution of proceeds, by dividing the A Pool net divisible proceeds attributable to growing, calculated in terms of subparagraph (6), by the total quantity of A Pool sucrose in cane delivered in the year.

(8) The total proceeds payable by mills to growers for total A Pool sucrose in cane delivered in any year, shall be the A Pool net divisible proceeds attributable to growing, calculated in terms of subparagraph (6), less—

(a) an amount representing that portion of the total of the Growers' Transport Compensation Fund levy, referred to in the Rules made in terms of clause 37 of the Agreement, which corresponds to the proportion which A Pool sucrose in cane delivered bears to total sucrose in cane delivered; and

(b) an amount representing that portion of the total sum of the Equalisation Fund referred to in clause 43 of the Agreement, which corresponds to the proportion which A Pool sucrose in cane delivered bears to total sucrose in cane delivered.

(3) Die bruto B-poel-sukroseprys word bepaal, ten einde die meule se herverdeling van opbrengs te bewerkstellig, deur die B-poel se netto verdeelbare opbrengs wat ingevolge subparagraaf (2) (a) tot (c) aan kweek toegeken is, te verdeel deur die totale hoeveelheid B-poel sukrose-in-riet wat in daardie jaar gelewer is.

(4) Die totale opbrengs wat deur meule aan kwekers betaalbaar is vir totale B-poel sukrose-in-riet gedurende 'n jaar gelewer, is die B-poel netto verdeelbare opbrengs aan kweek ingevolge paragraaf (2) (a) tot (c) toegeken, min—

(a) 'n bedrag verteenwoordigend van daardie gedeelte van die totaal van die Kwekersvervoervergoedingsfondsheffing, vermeld in die Reëls wat ooreenkomstig klousule 37 van die Ooreenkoms gemaak is, wat ooreenstem met die verhouding waarin B-poel sukrose-in-riet gelewer tot totale sukrose gelewer, staan; en

(b) 'n bedrag verteenwoordigend van daardie gedeelte van die totaal van die Gelykmakingsfonds, in klousule 43 van die Ooreenkoms vermeld, wat ooreenstem met die verhouding waarin B-poel sukrose-in-riet gelewer tot die totale sukrose-in-riet gelewer staan.

(5) Die B-poel-prys per metrieke ton sukrose in riet aan kwekers betaalbaar, word bereken deur die totale ton B-poel-opbrengs wat as betaalbaar deur meule aan kwekers vir B-poel sukrose-in-riet in die jaar gelewer, bepaal is, ingevolge subparagraaf (4) bereken, deur die totale hoeveelheid sodanige sukrose in riet te verdeel: Met dien verstande dat 'n meul meer vir B-poel sukrose-in-riet as die bedrag wat aldus bereken is, mag betaal, op voorwaarde dat—

(a) die bykomende bedrag deur meule betaal nie in meulkostebenoedigdheid ingesluit word nie;

(b) die bykomende bedrag deur kwekers ontvang nie in ag geneem word ter vermindering van kweekkostebenoedigdheid nie; en

(c) sodanige verhoogde prys eweredig ten opsigte van alle kwekers, uitgesonderd Klein Kwekers, wat B-poel-sukrose aan die betrokke meul voorsien het, toegepas word, of eweredig binne gespesifiseerde strata bo of onder 'n vlak van leweringsprestasie wat vooraf deur die meul bepaal is, toegeken word.

A-poel-sukroseprys

(6) Die A-poel-opbrengs wat aan kweek toeskryfbaar is, word bereken deur van die netto verdeelbare opbrengs wat aan kweek ingevolge paragraaf 7 toegeken is, die B-poel netto verdeelbare opbrengs wat aan kweek ingevolge subparagraaf (2) (a) tot en met (c) toegeken is, af te trek.

(7) Die bruto A-poel-sukroseprys word bepaal, ten einde die meule se herverdeling van opbrengs te bewerkstellig, deur die A-poel netto verdeelbare opbrengs wat aan kweek toeskryfbaar is, ingevolge subparagraaf (6) bereken, deur die totale hoeveelheid A-poel sukrose-in-riet wat in die jaar gelewer is, te deel.

(8) Die totale opbrengs deur meule aan kwekers betaalbaar vir totale A-poel sukrose-in-riet in 'n jaar gelewer, is die A-poel netto verdeelbare opbrengs toeskryfbaar aan kweek, bereken ingevolge subparagraaf (6), min—

(a) 'n bedrag verteenwoordigend van daardie gedeelte van die totaal van Kwekersvervoervergoedingsfondsheffing vermeld in die Reëls wat ingevolge klousule 37 van die Ooreenkoms gemaak is, wat ooreenstem met die verhouding waarin A-poel sukrose-in-riet gelewer tot totale sukrose-in-riet gelewer, staan; en

(b) 'n bedrag verteenwoordigend van daardie gedeelte van die totale bedrag in die Gelykmakingsfonds in klousule 43 van die Ooreenkoms vermeld, wat ooreenstem met die verhouding waarin A-poel sukrose-in-riet gelewer tot totale sukrose-in-riet gelewer staan.

(9) The A Pool price per metric ton of sucrose in cane payable to growers shall be calculated by dividing the total A Pool proceeds, determined as payable by mills to growers for A Pool sucrose in cane delivered in the year, and calculated in terms of subparagraph (8), by the total quantity of such sucrose in cane.

Sucrose price payable to Small Growers

(10) The price per metric ton of sucrose in cane payable to a Small Grower attached to a mill, shall be—

(a) the amount of the weighted average sucrose price for that mill, determined by calculating the weighted average sucrose price in respect of that mill of the A Pool and B Pool sucrose prices paid to all growers other than Small Growers attached to that mill: Provided that if a mill refuses to accept B Pool cane offered to it by growers whose A Pool quotas are attached to it, the weighted average sucrose price shall be calculated on the assumption that all B Pool cane offered to such mill in the final delivery estimate had been delivered to such mill; or

(b) the amount of the weighted sucrose price for the industry, determined by calculating the weighted average sucrose price of the A Pool and B Pool sucrose prices paid to all growers in the industry other than Small Growers,

whichever is the greater amount.

Provisional and final sucrose prices

9. (1) All elements of the determination of the A Pool, B Pool and Small Grower sucrose prices 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 of the Agreement.

(2) The final determination of the sucrose prices shall be made by the Sugar Association not later than 30 April in each year for the year then past.

Redistribution of milling proceeds

B Pool

10. (1) B Pool net divisible proceeds shall be calculated by deducting from B Pool gross proceeds determined in terms of paragraph 3 (3), B Pool industrial charges determined in terms of paragraph 4 (3): Provided that—

(a) the first charge against B Pool net divisible proceeds shall be the total of the B Pool fixed and variable costs of milling and growing apportioned to the B Pool in relation to the total quantity of B Pool sugar produced, in the manner approved by the Sugar Association from time to time;

(b) in the event of the B Pool net divisible proceeds not being sufficient to meet the aggregate of B Pool fixed and variable costs of milling and growing calculated in terms of subparagraph (a) in full, such proceeds shall be apportioned to milling and growing *pro rata* to the aggregate amounts of their respective B Pool fixed and variable costs calculated in terms of that paragraph; and

(c) any resulting balance of B Pool net divisible proceeds after deducting the costs referred to in subparagraph (a) shall be divided between milling and growing in the ratio existing between the absolute amounts of their respective returns on capital calculated in terms of paragraph 6 (2).

(2) The mills' derived B Pool sucrose price shall be determined by dividing the B Pool net divisible proceeds attributable to growing in terms of subparagraph (1), by the deemed quantity of B Pool sucrose.

(9) Die A-poel-prys per metrieke ton sukrose-in-riet aan kwekers betaalbaar, word bereken deur die totale A-poel-opbrengs, wat as betaalbaar deur meule aan kwekers vir A-poel sukrose-in-riet in die jaar gelewer, bepaal is en ingevolge subparagraaf (8) bereken is, deur die totale hoeveelheid sodanige sukrose-in-riet te deel.

Sukroseprys betaalbaar aan Klein Kwekers

(10) Die prys per metrieke ton sukrose-in-riet betaalbaar aan 'n Klein Kweker wat aan 'n meul verbonde is, is—

(a) die bedrag van die geweegde gemiddelde sukroseprys vir daardie meul, wat bepaal word deur die geweegde gemiddelde sukroseprys ten opsigte van daardie meul van die A-poel en B-poel sukroseprys wat aan alle kwekers betaal is, behalwe Klein Kwekers wat aan daardie meul verbonde is, te bereken: Met dien verstande dat indien 'n meul weier om B-poel-riet wat hom aangebied word deur kwekers wie se A-poel-kwotas aan hom verbonde is, te aanvaar, die geweegde gemiddelde sukroseprys bereken word in die veronderstelling dat alle B-poel-riet wat sodanige meul in die finale leweringskatting aangebied is, aan sodanige meul gelewer is; of

(b) die bedrag van die geweegde sukroseprys vir die nywerheid, wat bepaal word deur die geweegde gemiddelde sukroseprys van die A-poel en B-poel-sukroseprys wat aan alle kwekers in die nywerheid betaal is, behalwe Klein Kwekers te bereken,

welke bedrag ook al die grootste is.

Voorlopige en finale sukroseprys

9. (1) Alle elemente van die bepaling van die A-poel-, B-poel- en Kleinkwekers-sukroseprys soos in hierdie Bylae uiteengesit, moet deur die Suikervereniging aan die begin van elke jaar geskat word en daarna maandeliks gedurende die jaar, met die doel om voorlopige betalings aan kwekers ooreenkomstig die bepaling van klousule 46 van die Ooreenkoms moontlik te maak.

(2) Die finale bepaling van die sukroseprys moet deur die Suikervereniging vir die jaar wat dan verby is nie later nie as 30 April van elke jaar gemaak word.

Herverdeling van meulopbrengs

B-poel

10. (1) B-poel netto verdeelbare opbrengs word bereken deur van die B-poel bruto opbrengs ingevolge paragraaf 3 (3) bepaal, die B-poel-nywerheidsvorderings ingevolge paragraaf 4 (3) bepaal, af te trek: Met dien verstande dat—

(a) die voorkeureis teen B-poel netto verdeelbare opbrengs, die totaal van die B-poel vaste en veranderlike meul- en kweekkoste aan die B-poel toegewys met betrekking tot die totale hoeveelheid B-poel-suiker geproduseer, op die wyse van tyd tot tyd deur die Suikervereniging goedgekeur is;

(b) ingeval die B-poel se netto verdeelbare opbrengs nie voldoende is om die totale B-poel vaste en veranderlike meul- en kweekkoste, bereken ingevolge subparagraaf (a), ten volle te dek nie, sodanige opbrengs aan meul en kweek toegewys word *pro rata* tot die totale bedrae van hul onderskeie B-poel vaste- en veranderlike koste ingevolge daardie paragraaf bereken; en

(c) enige gevolglike saldo van B-poel netto verdeelbare opbrengs na aftrekking van die koste in subparagraaf (a) gemeld, tussen meul en kweek verdeel word in die verhouding wat bestaan tussen die totale bedrae van hul onderskeie vergoedings op kapitaal ooreenkomstig paragraaf 6 (2) bereken.

(2) Die afgeleide B-poel-meulsukroseprys word bepaal deur die B-poel netto verdeelbare opbrengs wat ingevolge subparagraaf (1) aan kweek toeskryfbaar is, deur die geagte hoeveelheid B-poel-sukrose te deel.

(3) (a) Deemed A Pool proceeds attributable to growing shall be arrived at by deducting from the net divisible proceeds attributable to growing in terms of paragraph 7, the B Pool net divisible proceeds attributable to growing in terms of subparagraph (1).

(b) The mills' derived A Pool sucrose price shall be determined by dividing the deemed A Pool net divisible proceeds attributable to growing, calculated in terms of subparagraph (a), by the total quantity of sucrose in cane used to produce A Pool sugar.

Redistribution

(4) (a) There shall be deducted from the proceeds due to those mills which produce A Pool sugar from B Pool sucrose in cane delivered in any year, an amount determined by multiplying the quantity of B Pool sucrose in cane used to produce A Pool sugar by each such mill, by the difference between the mills' derived A Pool sucrose price calculated in terms of subparagraph (3) (b), and the mills' derived B Pool sucrose price calculated in terms of subparagraph (2).

(b) The aggregate of the amounts deducted in terms of subparagraph (a) shall be redistributed amongst mills in the following manner:

(i) A mill shall receive an amount determined by multiplying the total quantity of A Pool sucrose in cane delivered to such mill, by the difference between the A Pool sucrose price payable to growers calculated in terms of paragraph 8 (9), and the mills' derived A Pool sucrose price calculated in terms of subparagraph (3) (b); and

(ii) a mill shall receive an amount determined by multiplying the total quantity of B Pool sucrose in cane delivered to such mill, by the difference between the B Pool sucrose price payable to growers calculated in terms of paragraph 8 (5), and the mills' derived B Pool sucrose price calculated in terms of subparagraph (2).

Provisional and final redistribution of milling proceeds

(5) (a) All elements of the determination of the redistribution of milling proceeds as set out in subparagraphs (1), (2) and (3) 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 redistributions of proceeds to be effected between mills.

(b) The final determination of the redistribution of milling proceeds shall be made by the Sugar Association not later than 30 April in each year for the year then past.

Financing arrangements

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

(a) 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, and the costs of such financing shall be allocated to the A Pool and the B Pool, respectively, in the ratios which A Pool export production and B Pool export production bear to total export production, and shall be deducted from the proceeds of A Pool and B Pool export sugar, respectively, in calculating net average export prices in terms of paragraphs 3 (2) (c) (i) and 3 (3) (b) (i);

(3) (a) Geagte A-poel-opbrengs wat aan kweek toeskryfbaar is, word bereken deur van die netto verdeelbare opbrengs wat aan kweek toeskryfbaar is ingevolge paragraaf 7, die B-poel netto verdeelbare opbrengs wat ingevolge subparagraaf (1) aan kweek toeskryfbaar is, af te trek.

(b) Die afgeleide A-poel-meulsukroseprys word bepaal deur die geagte A-poel netto verdeelbare opbrengs wat aan kweek toeskryfbaar is, ingevolge subparagraaf (a) bereken, te deel deur die totale hoeveelheid suikrose-in-riet wat gebruik is om A-poel-suiker te produseer.

Herverdeling

(4) (a) Daar word van die opbrengs wat verskuldig is aan daardie meule wat A-poel-suiker van B-poel suikrose-in-riet in 'n jaar gelever, produseer, 'n bedrag afgetrek wat bepaal word deur die hoeveelheid B-poel suikrose-in-riet wat gebruik word om A-poel-suiker deur elke sodanige meul geproduseer, te vermenigvuldig met die verskil tussen die afgeleide A-poel-meulsukroseprys, ingevolge subparagraaf (3) (b) bereken, en die afgeleide B-poel-meulsukroseprys ingevolge subparagraaf (2) bereken.

(b) Die totaal van die bedrae ingevolge subparagraaf (a) afgetrek, word tussen meule op die volgende wyse herverdeel:

(i) 'n Meul ontvang 'n bedrag wat bepaal word deur die totale hoeveelheid A-poel suikrose-in-riet aan sodanige meul gelever, te vermenigvuldig met die verskil tussen die A-poel-sukroseprys betaalbaar aan kwekers ingevolge paragraaf 8 (9) bereken, en afgeleide A-poel-sukroseprys van die meule, ingevolge subparagraaf (3) (b) bereken; en

(ii) 'n meul ontvang 'n bedrag wat bepaal word deur die totale hoeveelheid B-poel suikrose-in-riet aan sodanige meul gelever, te vermenigvuldig met die B-poel-sukroseprys betaalbaar aan kwekers ingevolge paragraaf 8 (5) bereken, en die afgeleide B-poel-sukroseprys van die meule, ingevolge subparagraaf (2) bereken.

Voorlopige en finale herverdeling van meulopbrengs

(5) (a) Alle elemente van die bepaling van die herverdeling van meulopbrengs soos in subparagrafe (1), (2) en (3) uiteengesit, moet deur die Suikervereniging aan die begin van elke jaar geskat word, en daarna maandeliks gedurende die jaar, ten einde voorlopige herverdelings van opbrengs wat tussen meule bewerkstellig gaan word, moontlik te maak.

(b) Die finale bepaling van die herverdeling van meulopbrengs moet deur die Suikervereniging nie later nie as 30 April van elke jaar vir die jaar wat dan verby is, gemaak word.

Finansieringsreëlings

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

(a) Alle uitvoersuiker en hoëgraadse melasse vir uitvoer wat in enige enkele maand vervaardig word, en waarvan die opbrengs nie gedurende die volgende 90 dae vanaf die einde van daardie maand ontvang is nie, moet na verstryking van genoemde 90 dae deur die Suikervereniging op die grondslag van 90 persent van die geskatte uitvoerwaarde daarvan, gefinansier word, en die koste van sodanige finansiering moet aan die A-poel en die B-poel, onderskeidelik, in die verhouding waarin A-poel-uitvoerproduksie en B-poel-uitvoerproduksie tot totale uitvoerproduksie staan, toegedeel word, en moet by die berekening van netto gemiddelde uitvoerpryse, ooreenkomstig paragrafe 3 (2) (c) (i) en 3 (3) (b) (i) van die opbrengs van A-poel en B-poel uitvoersuiker, onderskeidelik, afgetrek word.

(b) 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, and the cost of such financing shall be an industry obligation in terms of clause 51 of the Agreement;

(c) (i) 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 prices may be properly determined with the least possible delay;

(ii) the purchase price of sugar packed in 25 kg pockets for sale in the local market shall be the maximum industrial selling price at Durban, as prescribed by the Minister in terms of section 6 (1) of the Act for refined and brown sugar sold on 30 April of that year;

(iii) the purchase price of sugar in prepacked form for sale in the local market, shall be the maximum industrial selling price at Durban, as prescribed by the Minister in terms of section 6 (1) of the Act for refined and brown sugar sold on 30 April of that year, plus the prepacking margins calculated in the manner approved by the Minister from time to time;

(iv) the purchase price of A Pool and B Pool export sugar, including the sugar equivalent as determined by the Sugar Association, of high test molasses produced for export, shall be based on the estimated prices thereof as determined by the Sugar Association, on the basis of the calculation of proceeds of export sugar set out in paragraphs 3 (2) (c) and 3 (3) (a);

(v) the Sugar Association shall proceed to realise such stocks at its discretion and to the best advantage on behalf of the industry; and

(d) 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, and the costs of such financing shall be an industry obligation in terms of clause 51 of the Agreement.

Determination by Sugar Association

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

Deletion of Schedule E to the Agreement

19. The Agreement is hereby amended by the deletion of Schedule E.

Amendment of the Agreement by the addition of a new Schedule

20. The Agreement is hereby amended by the addition of the following Schedule:

SCHEDULE F POOL SYSTEM INDEX

Heading	Paragraph No.
Interpretation	1
Quota Appeal Board	2
Composition	2 (2)
Appointment	2 (3)-(5)
Functions	2 (6)
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(b) alle uitvoersuiker en hoëgraadse melasse vir uitvoer wat teen 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 grondslag van 100 persent van die geskatte uitvoerwaarde daarvan, en die koste van sodanige finansiering is 'n nywerheidsverpligting ooreenkomstig klousule 51 van die Ooreenkoms;

(c) (i) enige voorrade suiker en hoëgraadse melasse wat teen 30 April van elke jaar onverkoop is, moet op, en soos op, daardie datum deur die Suikervereniging aangekoop word sodat die totale opbrengs van elke jaar as gedurende daardie jaar verkoop beskou kan word, en sodat die jaar se suikroeprys met die mins moontlike versuim behoorlik bepaal kan word;

(ii) die koopprys van suiker in 25-kg-sakkies verpak vir verkoop in die binnelandse mark, is die maksimum nywerheidsverkoopprys te Durban, soos deur die Minister ingevolge artikel 6 (1) van die Wet vir geraffineerde en bruin suiker wat op 30 April van daardie jaar verkoop word, voorgeskryf;

(iii) die koopprys van voorafverpakte suiker vir verkoop in die binnelandse mark, is die maksimum nywerheidsverkoopprys te Durban, soos deur die Minister ingevolge artikel 6 (1) van die Wet voorgeskryf vir geraffineerde en bruinsuiker wat op 30 April van daardie jaar verkoop word, plus die voorafverpakkingsmarges bereken op die wyse van tyd tot tyd deur die Minister goedgekeur;

(iv) die koopprys van A-poel en B-poel-uitvoersuiker, met inbegrip van die suikerekwivalent soos deur die Suikervereniging bepaal, van hoëgraadse melasse wat vir uitvoer geproduseer word, moet gebaseer word op die geskatte prys daarvan soos deur die Suikervereniging bepaal, op die grondslag van die berekening van opbrengs van uitvoersuiker in paragrafe 3 (2) (c) en 3 (3) (a) uiteengesit;

(v) die Suikervereniging moet voortgaan om sodanige voorrade na goeddunke so voordelig moontlik ten behoeve van die nywerheid te verkoop; en

(d) enige eindmelasse teen 30 April van elke jaar verkoop, waarvan die opbrengs nog nie op daardie datum ontvang is nie, en enige voorrade eindmelasse wat op 30 April van elke jaar onverkoop is, moet deur die Suikervereniging op die grondslag van 100 persent van die geskatte netto waarde daarvan gefinansier word, en die koste van sodanige finansiering is 'n nywerheidsverpligting ingevolge klousule 51 van die Ooreenkoms.

Bepaling deur Suikervereniging

12. Enige aangeleentheid wat verband hou met die toepassing van hierdie Bylae, hetsy betreffende beginsel of besonderheid, kan deur die Suikervereniging bepaal word."

Skraping van Bylae E van die Ooreenkoms

19. Die Ooreenkoms word hierby gewysig deur Bylae E te skrap.

Wysiging van die Ooreenkoms deur 'n nuwe Bylae by te voeg

20. Die Ooreenkoms word hierby gewysig deur die volgende Bylae by te voeg:

BYLAE F

POELSTELSEL

INHOUDSOPGAWE

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Uitleg	1
Kwota-appelraad	2
Samestelling	2 (2)
Aanstelling	2 (3)-(5)
Werksaamhede	2 (6)
Besluite	2 (7)

Heading	Paragraph No.	Opskrif	Paragraaf No.
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“SCHEDULE F POOL SYSTEM

Interpretation

1. In this Schedule—

(1) unless the context indicates otherwise—

(a) ‘A Pool’ means that mass of sucrose, as is from time to time determined by the Sugar Association in consultation with the Minister, as being necessary to satisfy the requirements of—

(i) the South African market; and

(ii) a proportion of the export arrangements of the Sugar Industry as determined by the Sugar Association from time to time;

Provided that such mass of sucrose (expressed in tons) shall be not less than that mass of sucrose determined by the Sugar Association in the manner contemplated by paragraph 3 (3) (c), as being necessary to produce 1 800 000 (one million eight hundred thousand) tons of saleable sugar;

(b) ‘A Pool base level’ means that mass of sucrose determined with effect from 1 May 1985 by the Sugar Association in the manner contemplated by paragraph 3 (3) (c), as being necessary to produce 1 800 000 (one million eight hundred thousand) tons of saleable sugar, and thereafter such quantity of sucrose as is required for the A Pool as determined pursuant to this Schedule from time to time;

(c) ‘A Pool quota’ means the sucrose quota of a grower in the A Pool, determined in accordance with paragraph 3, and shall comprise the basic and any contingency, provisional and conditional basic quota in respect of which such grower is registered;

(d) ‘A Pool sucrose’—

(i) in respect of a grower holding an A Pool quota, means the sucrose in cane produced by such grower in fulfilment of such grower’s A Pool quota in compliance with the provisions of the Agreement;

(ii) in respect of a Small Grower, means the sucrose in cane produced by a Small Grower in respect of such Small Grower’s deemed deliveries of sucrose in the A Pool in accordance with paragraph 15 (5); and

(iii) in respect of a mill, means the sucrose in cane delivered to such mill by A Pool quota holders in fulfilment of such quota holders’ A Pool quotas, together with the deemed deliveries by Small Growers of the sucrose in cane in the A Pool in accordance with the provisions of this Schedule;

and ‘A Pool cane’ shall *mutatis mutandis* have a corresponding meaning with regard to cane;

(e) ‘A Pool sugar’ in respect of a mill, means sugar produced by a mill in fulfilment of the Mill Entitlement of such mill, and shall include any sugar produced as A Pool sugar by that mill from B Pool sucrose;

(f) in relation to a grower and a mill—

(i) ‘B Pool’ means that portion of all cane or sucrose in cane produced for delivery to a mill, or sugar produced from time to time, other than in the A Pool;

(ii) ‘B Pool sugar’ means all sugar other than A Pool sugar;

(iii) ‘B Pool sucrose’ means all sucrose other than A Pool sucrose; and

(iv) ‘B Pool cane’ means all cane produced for delivery to a mill other than A Pool cane;

“BYLAE F POELSTELSEL

Uitleg

1. In hierdie Bylae—

(1) tensy die samehang anders aandui, beteken—

(a) ‘A-poel’ daardie massa suikrose, soos van tyd tot tyd deur die Suikervereniging in oorleg met die Minister bepaal, wat nodig is om in die behoeftes te voorsien van—

(i) die Suid-Afrikaanse mark; en

(ii) ’n gedeelte van die uitvoerreëlings van die Suikernywerheid soos van tyd tot tyd deur die Suikervereniging bepaal;

Met dien verstande dat sodanige massa suikrose (uitgedruk in ton) nie minder is nie as daardie massa suikrose deur die Suikervereniging bepaal op die wyse bedoel in paragraaf 3 (3) (c), wat nodig is om 1 800 000 (een miljoen agthonderd-duisend) ton verkoopbare suiker te produseer;

(b) ‘A-poel-basisvlak’ daardie massa suikrose deur die Suikervereniging met ingang van 1 Mei 1985 bepaal op die wyse bedoel in paragraaf 3 (3) (c) wat nodig is om 1 800 000 (een miljoen agthonderd-duisend) ton verkoopbare suiker te produseer, en daarna sodanige hoeveelheid suikrose vir die A-poel benodig soos van tyd tot tyd ooreenkomstig hierdie Bylae bepaal;

(c) ‘A-poel-kwota’ die suikrosekwota in die A-poel van ’n kweker, bepaal ooreenkomstig paragraaf 3, en behels die basiese en enige voorwaardelike, voorlopige en kondisionele basiese kwota ten opsigte waarvan sodanige kweker geregistreer is;

(d) ‘A-poel-suiker’, ten opsigte van ’n meul, suiker geproduseer deur ’n meul ter voldoening aan die Meulgeregtigheid van sodanige meul, met inbegrip van suiker deur daardie meul as A-poel-suiker geproduseer van B-poel-sukrose;

(e) ‘A-poel-sukrose’—

(i) ten opsigte van ’n kweker wat oor ’n A-poel-kwota beskik, die suikrose-in-riet geproduseer deur sodanige kweker ten voldoening aan sodanige kweker se A-poel-kwota ooreenkomstig die bepalinge van die Ooreenkoms;

(ii) ten opsigte van ’n Klein Kweker, die suikrose-in-riet geproduseer deur ’n Klein Kweker ten opsigte van sodanige Klein Kweker se geagte lewerings van suikrose in die A-poel ooreenkomstig paragraaf 15 (5); en

(iii) ten opsigte van ’n meul, die suikrose-in-riet aan sodanige meul gelewer deur A-poel-kwotahouers ter voldoening aan sodanige kwotahouers se A-poel-kwotas, tesame met die geagte lewering deur Klein Kwekers van die suikrose-in-riet in die A-poel ooreenkomstig die bepalinge van hierdie Bylae;

en het ‘A-poel-riet’ *mutatis mutandis* ’n ooreenstemmende betekenis met betrekking tot riet;

(f) met betrekking tot ’n kweker en ’n meul—

(i) ‘B-poel’ daardie gedeelte van alle riet of suikrose-in-riet geproduseer vir lewering aan ’n meul, of suiker van tyd tot tyd geproduseer, behalwe dié in die A-poel;

(ii) ‘B-poel-suiker’ alle suiker behalwe A-poel-suiker;

(iii) ‘B-poel-sukrose’ alle suikrose behalwe A-poel-sukrose; en

(iv) ‘B-poel-riet’ alle riet geproduseer vir lewering aan ’n meul behalwe A-poel-riet;

(g) 'B Pool allowance' means a grower's right, subject to the terms of this Schedule, to grow cane for delivery to a mill capable of yielding sucrose in excess of the sucrose delivered pursuant to the A Pool quota of such grower, as contemplated in paragraph 12;

(h) 'Mill Entitlement' means the sucrose entitlement of a mill determined in accordance with paragraph 15;

(i) 'Quota Appeal Board' means the Quota Appeal Board established in terms of paragraph 2;

(j) 'registered land' means land registered by the Central Board in accordance with paragraph 6 (1);

(k) 'registration' or 'register', in relation to registered land or any quota, means the formal approval of the grant thereof by the Central Board, and the date of such registration shall be—

(i) the date from which the Central Board determined such formal approval to be effective; or

(ii) the relevant date provided for in this Schedule, as the case may be:

Provided that in the absence of a specific date as contemplated by subparagraph (i) of (ii), the date of registration shall be the date upon which the formal approval was made by the Central Board;

(l) 'Small Grower' means, subject to paragraph 4—

(i) in respect of a grower as at 1 May 1985, a grower who immediately prior to such date, held a basic quota of one hundred and fifty (150) tons sucrose or less;

(ii) in respect of a grower other than any grower holding or being allocated an A Pool quota after 1 May 1985, a grower who has been allocated and who has registered an area of land on which to plant cane which itself or together with any other registered land of such grower is adequate, in the opinion of the Central Board (which opinion shall be expressed at the date of such new registration of the land in question), to produce not more than an average of one hundred and fifty (150) tons of sucrose per year over any consecutive period of five years;

(m) 'Small Grower Entitlement' means an entitlement contemplated in paragraph 4 (3);

(n) 'ton' means metric ton;

(2) the headings are for convenience only, and shall not be taken into account in the interpretation of this Schedule; and

(3) any reference to a numerical paragraph, means the corresponding numerical paragraph of this Schedule.

Quota Appeal Board

2. (1) There is hereby established a board to be known as the Quota Appeal Board to exercise the powers referred to in paragraph 2 (6).

Composition

(2) The Quota Appeal Board shall comprise two representatives from each of the Millers' Association and the Growers' Association, respectively, and three other members one of whom shall be Chairman.

Appointment

(3) The members of the Quota Appeal Board shall be appointed from time to time by the Sugar Association subject to the approval of the Minister.

(g) 'B-poel-vergunning' 'n kweker se reg, onderworpe aan die bepalings van hierdie Bylae, om riet te kweek vir lewering aan 'n meul waarvan die suikrose-opbrengs meer is as die suikrose gelever ooreenkomstig die A-poel-kwota van sodanige kweker, soos bedoel in paragraaf 12;

(h) 'geregisteerde grond' grond deur die Sentrale Raad geregistreer ooreenkomstig paragraaf 6 (1);

(i) 'Klein Kweker', behoudens paragraaf 4—

(i) ten opsigte van 'n kweker soos op 1 Mei 1985, 'n kweker wat onmiddellik voor sodanige datum 'n basiese kwota van eenhonderd-en-vyftig (150) ton suikrose of minder gehad het;

(ii) ten opsigte van 'n kweker, behalwe 'n kweker wat na 1 Mei 1985 oor 'n A-poel-kwota beskik of toegeken word, 'n kweker aan wie 'n oppervlakte grond toegeken is en deur hom geregistreer is vir aanplanting van riet, wat op sigself of tesame met enige ander geregisteerde grond van sodanige kweker, na die mening van die Sentrale Raad (welke mening op die datum van sodanige nuwe registrasie van die betrokke grond gegee moet word), voldoende is om nie meer as 'n gemiddelde van eenhonderd-en-vyftig (150) ton suikrose per jaar oor enige opeenvolgende tydperk van vyf jaar, te produseer nie;

(j) 'Klein Kwekeregtheid' 'n geregtigheid bedoel in paragraaf 4 (3);

(k) 'Kwota-appèlraad' die appèlraad kragtens paragraaf 2 ingestel;

(l) 'Meulgeregtigheid' die suikrose geregtigheid van 'n meul ooreenkomstig paragraaf 15 bepaal;

(m) 'registrasie' of 'register', met betrekking tot geregisteerde grond of enige kwota, die formele goedkeuring van die toekenning daarvan deur die Sentrale Raad, en die datum van sodanige registrasie is—

(i) die datum vanaf wanneer die Sentrale Raad bepaal dat sodanige formele goedkeuring van krag is; of

(ii) die betrokke datum waarvoor in hierdie Bylae voorsiening gemaak is, na gelang van die geval:

Met dien verstande dat waar 'n bepaalde datum soos bedoel in subparagraaf (i) of (ii) ontbreek, die datum van registrasie die datum is waarop die finale goedkeuring deur die Sentrale Raad gegee is;

(n) 'ton' metrieke ton;

(2) is die opskrifte alleenlik vir die gerief van die betrokkenes, en word dit nie in ag geneem by die uitleg van hierdie Bylae nie; en

(3) beteken 'n verwysing na 'n numeriese paragraaf, die ooreenstemmende numeriese paragraaf van hierdie Bylae.

Kwota-appèlraad

2. (1) Daar word hierby 'n Raad ingestel wat bekend staan as die Kwota-appèlraad om die werksaamhede vermeld in paragraaf 2 (6) te verrig.

Samestelling

(2) Die Kwota-appèlraad bestaan uit twee verteenwoordigers van elk van, onderskeidelik, die Meulenaarsvereniging en die Kwekersvereniging en drie ander lede waarvan een die Voorsitter is.

Aanstelling

(3) Die lede van die Kwota-appèlraad word van tyd tot tyd deur die Suikervereniging aangestel, onderworpe aan die Minister se goedkeuring.

(4) Whenever a member of the Quota Appeal Board is temporarily unable to act, his functions shall be performed by a person appointed in advance, or as the occasion arises, for the purpose—

(a) in the case of any independent member, by the Sugar Association; and

(b) in the case of any representative of the Millers' Association or the Growers' Association, by the Association in question.

(5) In the absence of the Chairman at a sitting an Acting Chairman shall be elected by those persons present.

Functions

(6) The Quota Appeal Board shall have the power—

(a) to examine and decide any appeal made by a grower against any basic or conditional basic quota determination made by the Sugar Association in respect of such grower in terms of paragraph 3;

(b) to decide on cases of hardship arising out of any determination of basic or conditional basic quota made in terms of paragraph 3 and, having taken into account such circumstances as the Quota Appeal Board may deem necessary, to determine the basic or conditional basic quota of any such grower, notwithstanding that the effect thereof may be to increase the aggregate of all basic and conditional basic quotas in respect of all growers to a quantity greater than 'S' minus 'SG' as defined in paragraph 3 (3);

(c) to order the payment of costs referred to in paragraph 2 (9); and

(d) to prescribe rules for the conduct of its proceedings:

Provided that any determination of the Quota Appeal Board in terms of subparagraph (a) or (b) shall in respect of any grower not be less than the final determination made by the Sugar Association in terms of paragraph 3 (5) in respect of such grower.

Decisions

(7) The decisions of the Quota Appeal Board—

(a) shall be determined by simple majority of those members of the Board present at the hearing;

(b) shall not be subject to appeal;

(c) shall be given effect to by the Central Board; and

(d) shall be binding on all persons upon whom the Agreement is binding.

Administration

(8) The administrative requirements of the Quota Appeal Board shall be provided and funded by the Sugar Association.

(9) The costs incurred by the Quota Appeal Board in arriving at a decision shall—

(a) be borne by the grower concerned to such extent as the Board considers desirable and equitable; and

(b) constitute a debt due to the Sugar Association and, upon the issue by the Central Board of a certificate recording the amount of such costs and the delivery thereof to the mill to which the relevant grower is attached, such mill shall be authorised to deduct such costs from any amount which may become owing by the mill to the grower and to pay such amount to the Sugar Association.

(4) Wanneer 'n lid van die Kwota-appèlraad tydelik nie in staat is om op te tree nie, word sy pligte uitgeoefen deur 'n persoon vooraf, of wanneer die behoefte daarvoor ontstaan, vir daardie doel aangestel—

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

(b) in die geval van 'n verteenwoordiger van die Meulenaarsvereniging of die Kwekersvereniging, deur die betrokke vereniging.

(5) In die afwesigheid van die Voorsitter by 'n vergadering word 'n Waarnemende Voorsitter deur die persone verteenwoordig, verkies.

Werksaamhede

(6) Die Kwota-appèlraad het die mag om—

(a) 'n appèl deur 'n kweker teen 'n basiese kwota- of kondisionele basiese kwota-vasstelling wat deur die Suikervereniging ten opsigte van sodanige kweker kragtens paragraaf 3 gemaak is, te ondersoek en daaroor te besluit;

(b) oor gevalle van ontbering voortspruitend uit 'n vasstelling van basiese of kondisionele basiese kwota kragtens paragraaf 3 gemaak, te besluit en, met inagneming van die omstandighede wat die Kwota-appèlraad nodig ag, die basiese of kondisionele basiese kwota van sodanige kweker te bepaal, nieteenstaande dat die uitwerking daarvan mag wees om die totaal van alle basiese en kondisionele basiese kwotas ten opsigte van alle kwekers te verhoog tot 'n hoeveelheid groter as 'S' minus 'SG' soos in paragraaf 3 (3) omskryf;

(c) die betaling van koste bedoel in paragraaf 2 (9), te beveel; en

(d) om reëls voor te skryf vir die afhandeling van sy verrigtinge:

Met dien verstande dat enige vasstelling deur die Kwota-appèlraad kragtens subparagraph (a) of (b) ten opsigte van 'n kweker nie minder sal wees nie as die finale vasstelling wat deur die Suikervereniging kragtens paragraaf 3 (5) ten opsigte van sodanige kweker gemaak is.

Besluite

(7) Die besluite van die Kwota-appèlraad—

(a) word bepaal deur 'n gewone meerderheid van daardie lede van die Raad wat by 'n verhoor teenwoordig is;

(b) is nie onderworpe aan appèl nie;

(c) word deur die Sentrale Raad uitgevoer; en

(d) is bindend op alle persone op wie die Ooreenkoms bindend is.

Administrasie

(8) Die administratiewe behoeftes van die Kwota-appèlraad word deur die Suikervereniging voorsien en befonds.

(9) Die koste deur die Kwota-appèlraad aangegaan om tot 'n besluit te kom—

(a) word deur die betrokke kweker gedra tot die mate wat die Raad wenslik en billik ag; en

(b) vorm 'n skuld aan die Suikervereniging, en na die uitreiking deur die Sentrale Raad van 'n sertifikaat wat die bedrag van sodanige koste aantoon en die lewering daarvan aan die meul waaraan die betrokke kweker verbonde is, is sodanige meul gemagtig om sodanige koste van enige bedrag wat deur die meul aan die kweker verskuldig mag word af te trek en aan die Suikervereniging oor te betaal.

Termination

(10) The Quota Appeal Board shall cease to exist on 30 April 1987, or on such earlier date as the Sugar Association with the approval of the Minister may for that purpose determine.

(11) Upon the Quota Appeal Board ceasing to exist in terms of subparagraph (10), any matter which would otherwise in terms of a provision of this Schedule have fallen within the jurisdiction of the Quota Appeal Board, will thereafter be referred to and determined *mutatis mutandis* in accordance with this paragraph by the Central Board, which shall have the same powers in respect thereof as could have been exercised by the Quota Appeal Board.

Growers' quotas

3. (1) Growers' quotas shall be—

- (a) in respect of the A Pool only;
- (b) basic, conditional basic, contingency or provisional or all or any combinations thereof;
- (c) expressed in tons sucrose; and

(d) calculated to the nearest whole ton on the basis that the Central Board shall on the allocation or adjustment, for whatever reason, of any quota or any part thereof from time to time in terms of this Schedule, round upwards all fractions of a ton equal to or greater than one half and shall round downwards all fractions of a ton less than one half.

Basic quota

(2) A basic quota is a quota which has been—

- (a) determined pursuant to this paragraph and paragraphs 4 (5), 10 or 11; or
- (b) otherwise established by deliveries of A Pool sucrose made from registered land.

(3) Basic quotas other than conditional basic quota determined in accordance with subparagraphs (10) to (16), inclusive, shall be determined by the Sugar Association, effective from 1 May 1985 for all growers other than Small Growers, holding or being entitled to a sucrose quota in terms of the Agreement immediately prior to the coming into operation of this Schedule, in accordance with the following formula:

$$GQ = P \times \frac{(S - SG)}{TP + TDP}$$

where—

(a) 'GQ' represents the basic quota to be allocated to the individual grower in question;

(b) 'P' represents the comparative annual sucrose production of the individual grower in question determined by the Sugar Association in accordance with the following provisions:

(i) The basis for the calculation of sucrose yields for each individual grower (other than a Small Grower) shall be—

(aa) the sucrose deliveries recorded for each individual grower in the Growers' Register for each of the years 1975/76 to 1984/85, inclusive; and

(bb) the areas planted to cane by each individual grower in respect of the registered quota land, former registered quota land, contingency quota land and provisional quota land recorded for each such individual grower in the Growers' Register as at 1 May of each of the years concerned;

Beëindiging

(10) Die Kwota-appèlraad hou op om te bestaan op 30 April 1987, of op die vroeëre datum wat die Suikervereniging met die goedkeuring van die Minister vir daardie doel bepaal.

(11) Nadat die Kwota-appèlraad ingevolge subparagraaf (10) opgehou het om te bestaan, word alle sake wat andersins ingevolge 'n bepaling van hierdie Bylae binne die jurisdiksie van die Kwota-appèlraad sou val, verwys na en *mutatis mutandis* ooreenkomstig die bepalings van hierdie paragraaf beslis deur die Sentrale Raad, wat dieselfde magte ten opsigte daarvan sal hê as wat deur die Kwota-appèlraad uitgeoefen sou kon word.

Kwotas van kwekers

3. (1) Kwekers se kwotas—

- (a) is slegs ten opsigte van die A-poel;
- (b) is basies, kondisioneel basies, voorwaardelik of voorlopig of almal of enige samestelling daarvan;
- (c) word uitgedruk in ton suikrose; en

(d) word bereken tot die naaste volle ton op die grondslag dat die Sentrale Raad by die toekenning of aanpassing, vir welke rede ookal, van 'n kwota of deel daarvan van tyd tot tyd kragtens hierdie Bylae, alle gedeeltes van 'n ton gelyk aan of groter as 'n half-ton boontoe afrond en alle gedeeltes van 'n ton kleiner as 'n half-ton na ondertoe afrond.

Basiese kwota

(2) 'n Basiese kwota is 'n kwota wat—

- (a) bepaal is ingevolge hierdie paragraaf en paragraaf 4 (5), 10 of 11; of
- (b) andersins daargestel is deur lewerings van A-poel-sukrose vanaf geregistreerde grond.

(3) Basiese kwotas behalwe kondisionele basiese kwota bepaal in ooreenstemming met subparagraaf (10) tot en met (16) word deur die Suikervereniging bepaal met ingang van 1 Mei 1985 vir alle kwekers behalwe Klein Kwekers, wat onmiddellik voor die inwerkingtreding van hierdie Bylae oor 'n suikrosekwota beskik het of daarop geregtig was kragtens die Ooreenkoms, ooreenkomstig die volgende formule:

$$GQ = P \times \frac{S - SG}{TP + TDP}$$

waar—

(a) 'GQ' die basiese kwota wat aan die betrokke individuele kweker toegeken staan te word, verteenwoordig;

(b) 'P' die vergelykende jaarlikse suikroseproduksie van die betrokke individuele kweker soos deur die Suikervereniging ooreenkomstig die volgende bepalings vasgestel, verteenwoordig:

(i) Die grondslag vir die berekening van suikrose-opbrengste vir elke individuele kweker (behalwe 'n Klein Kweker) is—

(aa) die suikrose-lewerings opgeteken vir elke individuele kweker in die Kwekersregister vir elk van die jare 1975/76 tot 1984/85 inbegrepe; en

(bb) die oppervlaktes wat deur elke individuele kweker met riet beplant is ten opsigte van sy geregistreerde kwotagrond, vorige geregistreerde kwotagrond, voorwaardelike kwotagrond en voorlopige kwotagrond, vir elke sodanige individuele kweker in die Kwekersregister soos op 1 Mei van elk van die betrokke jare, aangeteken;

(ii) using the sucrose deliveries and areas planted to cane as set out in subparagraphs (aa) and (bb), respectively, the average comparative yield of each individual grower shall be the arithmetic mean of the yields of five years, consisting of the three best consecutive years together with the two best remaining years, out of the said ten years referred to in subparagraph (i) (aa);

(iii) the comparative annual sucrose production shall be the average comparative yield as calculated in subparagraph (ii), applied to the area under cane as at 1 May 1984 plus any positive net additional areas planted on registered land between 1 May 1984 and 30 April 1985 (positive net additional areas being areas planted on registered land, less areas of registered land withdrawn from cane, to the extent that the difference increases, but does not reduce, the area under cane as at 1 May 1984);

(iv) if in the opinion of the Sugar Association the information concerning a grower's area of land planted to cane as at 1 May of a particular year or years is either unavailable or inappropriate, the area to be used in arriving at the average comparative yield shall be the registered quota land of the grower recorded in the Growers' Register as at 1 May of the years concerned, together with the planted area in respect of provisional and contingency quota land at that date, and the comparative annual sucrose production shall be obtained by applying the average comparative yield to the area so determined on 1 May 1985: Provided that if the Sugar Association is of the opinion that such procedure may result in the determination of an inappropriate comparative annual sucrose production in respect of any grower, it may determine an appropriate figure using such information as it may consider relevant;

(v) for the purposes of subparagraph (3) (b) and subparagraph (10) (b) (ii), a grower who holds more than one quota shall be treated as an individual grower in respect of each such quota;

(c) 'S' represents that quantity of sucrose as is required to produce one million eight hundred thousand (1 800 000) tons of saleable sugar, as determined by the Sugar Association using the weighted average sugar from sucrose recoveries of the Sugar Industry during the three years over the period 1980/81 to 1984/85 in which the highest sugar from sucrose recoveries were recorded;

(d) 'SG' represents one hundred and seventy five thousand (175 000) tons of sucrose allocated to Small Growers for the purposes of determining basic quotas in terms hereof;

(e) 'TP' represents the aggregate of P of all growers as determined in terms of subparagraph (3) (b); and

(f) 'TDP' represents the aggregate of all growers' deemed production of sucrose determined in terms of subparagraph (10) (b) (ii).

(4) (a) An initial determination of the basic quotas of individual growers effective from 1 May 1985 shall be made by the Sugar Association as soon as is reasonably possible after that date.

(b) The Sugar Association shall, immediately following upon its initial determination of such basic quota, in writing notify the grower, the relevant mill and the Central Board thereof.

(ii) deur gebruikmaking van die suikrose-lewerings en oppervlaktes met riet beplant soos uiteengesit in, onderskeidelik, subparagrafe (aa) en (bb), is die gemiddelde vergelykende opbrengs van elke individuele kweker die rekenkundige gemiddelde opbrengste van vyf jaar, bestaande uit die beste drie opeenvolgende jare tesame met die twee beste oorblywende jare, uit die genoemde tien jaar waarna in subparagraaf (i) (aa) hiervan verwys word;

(iii) die vergelykende jaarlikse suikrose-produksie is die gemiddelde vergelykende opbrengs soos volgens subparagraaf (ii) bereken en van toepassing op die oppervlakte onder riet soos op 1 Mei 1984 tesame met enige positiewe netto bykomende oppervlakte geplant op geregistreerde grond tussen 1 Mei 1984 en 30 April 1985 (positiewe netto bykomende oppervlaktes is oppervlaktes beplante geregistreerde grond, min oppervlaktes geregistreerde grond wat van riet onttrek is tot die mate dat die verskil die oppervlakte onder riet soos op 1 Mei 1984, vermeerder, maar nie verminder nie);

(iv) indien, volgens die mening van die Suikervereniging die inligting in verband met 'n kweker se oppervlaktegrond wat op 1 Mei van 'n besondere jaar of jare, of nie beskikbaar of ontoepaslik is, is die oppervlakte wat gebruik moet word om die gemiddelde vergelykende opbrengs te bepaal die geregistreerde kwotagrond van die kweker wat soos op 1 Mei van die betrokke jare in die Kwekersregister aangeteken is, tesame met die beplante oppervlakte ten opsigte van voorlopige of voorwaardelike kwotagrond op daardie datum, en die vergelykende jaarlikse suikroseproduksie moet verkry word deur die gemiddelde vergelykende opbrengs op die oppervlakte, op 1 Mei 1985 bepaal, toe te pas: Met dien verstande dat indien die Suikervereniging van mening is dat sodanige prosedure 'n ontoepaslike vergelykende jaarlikse suikroseproduksie ten opsigte van 'n kweker tot gevolg sal hê, hy 'n toepaslike syfer kan bepaal deur gebruik te maak van dié inligting wat hy van toepassing beskou;

(v) vir doeleindes van subparagraaf (3) (b) en subparagraaf (10) (b) (ii), word 'n kweker wat meer as een kwota het as 'n individuele kweker behandel ten opsigte van elke sodanige kwota;

(c) 'S' die hoeveelheid suikrose verteenwoordig wat benodig word om een miljoen agthonderdduisend (1 800 000) ton verkoopbare suiker te produseer, soos deur die Suikervereniging bepaal deur gebruikmaking van die geweegde gemiddelde suiker-uit-suikrose-herwinnings van die Suikernywerheid gedurende die drie jaar oor die tydperk 1980/81 tot 1984/85 waarin die hoogste suiker-uit-suikrose-herwinnings aangeteken is;

(d) 'SG' eenhonderd-vyf-en-sewentigduisend (175 000) ton suikrose aan Klein Kwekers vir die doeleindes van bepaling van basiese kwotas hierkragtens toegeken, verteenwoordig.

(e) 'TP' die totaal van P van alle kwekers soos ingevolge subparagraaf (3) (b) bepaal, verteenwoordig; en

(f) 'TDP' die totaal van alle kwekers se geagte produksie van suikrose bepaal ingevolge subparagraaf (10) (b) (ii), verteenwoordig.

(4) (a) 'n Aanvanklike vasstelling van die basiese kwotas van individuele kwekers wat op 1 Mei 1985 in werking tree word so gou as redelikerwyse moontlik na daardie datum deur die Suikervereniging gedoen.

(b) Die Suikervereniging stel die kweker, die betrokke meul en die Sentrale Raad onmiddellik, na sy aanvanklike vasstelling van sodanige basiese kwota, skriftelik daarvan in kennis.

(5) As soon as may be practicable after such initial determination, the Sugar Association shall make a final determination effective from 1 May 1985 of the basic quota of individual growers, and shall in writing advise the grower, the relevant mill and the Central Board thereof.

(6) (a) Any grower or mill affected by such final determination shall, within thirty (30) days of being so notified thereof, or within such further period of time as the Sugar Association may, at the request of the grower or mill concerned on good cause allow, be entitled by notice in writing to request the Sugar Association to review such final determination.

(b) Any grower or mill requesting such review, shall at the same time advise the Sugar Association in writing of the grounds upon and the amount by which he believes such final determination should be altered.

(7) (a) The Sugar Association shall attend to such review with reasonable dispatch and shall advise the grower or, as the case may be, the mill in writing of its decision.

(b) In the event that the Sugar Association refuses to amend the grower's final determination to an amount acceptable to the grower, the grower concerned, and no other person, shall be entitled to appeal to the Quota Appeal Board in writing within thirty (30) days of the date of receipt by the grower of the Sugar Association's decision in respect of such review.

(8) Any notice in terms of this paragraph addressed to the grower at his last known address as reflected in the records of the Central Board, shall be deemed to have been received by the grower in question within ten (10) days of posting of such notice by prepaid ordinary post.

(9) A grower appealing to the Quota Appeal Board shall, in his appeal, be limited to the same grounds as those advanced to the Sugar Association in the grower's notice referred to in subparagraph (6).

Conditional basic quota

(10) A grower as at 30 April 1985—

(a) holding provisional or contingency quota in terms of the Agreement immediately prior to the coming into force of this Schedule, in respect of which quota land has not, as at 30 April 1985, been planted to cane; or

(b) being entitled to quota recorded in his name in terms of the Agreement immediately prior to the coming into force of this Schedule as quota held in suspense in such grower's name,

shall be allocated conditional basic quota, the amount of which shall be determined by the Sugar Association in accordance with the following formula:

$$\text{GCBQ} = \frac{\text{DP} \times (\text{S} - \text{SG})}{\text{TP} + \text{TDP}}$$

in which formula—

(i) 'GCBQ' represents the conditional basic quota to be allocated to the individual grower in question;

(ii) 'DP' represents the deemed production of sucrose of the individual grower in question in respect of the quota referred to in subparagraphs (a) and (b), as determined by the Sugar Association in accordance with the following provisions:

(aa) The deemed production of sucrose for the calculation of individual growers' conditional basic quotas arising from provisional quotas referred to in subparagraph (a), shall be determined on the basis set out in subparagraphs (3) (b) (ii) and (iii), or (3) (b) (iv), for the

(5) So gou as wat doenlik is na sodanige aanvanklike vasstelling, maak die Suikervereniging 'n finale vasstelling van die basiese kwota van individuele kwekers van toepassing vanaf 1 Mei 1985, en stel die kweker, die betrokke meul en die Sentrale Raad skriftelik daarvan in kennis.

(6) (a) 'n Kweker of meul wat deur sodanige finale vasstelling geraak word, is geregtig om binne dertig (30) dae na sodanige kennisgewing daarvan, of binne die verdere tydperk wat die Suikervereniging op versoek van die betrokke kweker of meul, om goeie redes aangevoer, toelaat, die Suikervereniging skriftelik te versoek om sodanige finale vasstelling te hersien.

(b) 'n Kweker of meul wat sodanige hersiening versoek, stel die Suikervereniging terselfdertyd skriftelik in kennis van die gronde waarop en die hoeveelheid waarmee hy van oordeel is sodanige finale vasstelling aangepas moet word.

(7) (a) Die Suikervereniging gee met redelike spoed aandag aan sodanige hersiening en stel die kweker of meul, na gelang van die geval, skriftelik van sy besluit in kennis.

(b) Indien die Suikervereniging weier om die kweker se finale vasstelling te wysig na 'n hoeveelheid wat vir die kweker aanvaarbaar is, is die betrokke kweker, en geen ander persoon nie, geregtig om binne dertig (30) dae vanaf die datum van ontvangs deur die kweker van die Suikervereniging se besluit in verband met sodanige hersiening, skriftelik na die Kwota-appèlraad te appelleer.

(8) 'n Kennisgewing ingevolge hierdie paragraaf aan die kweker by sy laasbekende adres wat in die rekords van die Sentrale Raad verskyn, gestuur, word geag deur die betrokke kweker ontvang te gewees het binne tien (10) dae na sodanige kennisgewing per vooruitbetaalde gewone pos versend is.

(9) 'n Kweker wat na die Kwota-appèlraad appelleer is, in sy appèl, beperk tot dieselfde gronde as dié wat in die kweker se kennisgewing aan die Suikervereniging, in subparagraaf (6) bedoel, aangevoer is.

Kondisionele basiese kwota

(10) 'n Kweker op 30 April 1985—

(a) wat onmiddellik voor die inwerkingtreding van hierdie Bylae oor 'n voorlopige of voorwaardelike kwota ingevolge die Ooreenkoms beskik, ten opsigte waarvan kwotagrond nie op 30 April 1985 met riet beplant is nie; of

(b) wat geregtig is op kwota wat onmiddellik voor inwerkingtreding van hierdie Bylae ingevolge die Ooreenkoms in sy naam aangeteken is as kwota wat in sodanige kweker se naam in afwagting gehou word,

word 'n kondisionele basiese kwota toegeken waarvan die hoeveelheid deur die Suikervereniging bepaal word ooreenkomstig die volgende formule:

$$\text{GCBQ} = \frac{\text{DP} \times (\text{S} - \text{SG})}{\text{TP} + \text{TDP}}$$

in welke formule—

(i) 'GCBQ' die kondisionele basiese kwota wat aan die betrokke individuele kweker toegeken staan te word, verteenwoordig;

(ii) 'DP' die geagte produksie van suikrose van die betrokke individuele kweker ten opsigte van die kwota, waarna in subparagraphe (a) en (b) verwys word, verteenwoordig, soos deur die Suikervereniging ooreenkomstig die volgende bepalinge bepaal:

(aa) Die geagte produksie van suikrose vir die berekening van individuele kwekers se kondisionele basiese kwotas voortspruitend uit voorlopige kwotas, waarna in subparagraaf (a) verwys word, word bepaal op die grondslag, soos uiteengesit in subparagraphe (3) (b) (ii) en (iii),

deliveries and areas of land planted to cane of the previous basic quota holders in respect of such provisional quotas: Provided that the Sugar Association is of the opinion that such procedure may result in the determination of an inappropriate conditional basic quota, the Sugar Association may establish an appropriate deemed production using such information as it may consider relevant;

(bb) the deemed production of sucrose for the calculation of individual growers' conditional basic quotas arising from contingency quotas or quotas held in suspense and referred to in subparagraphs (a) and (b), shall be established by the Sugar Association using such information as it may consider relevant;

(iii) 'S', 'SG', 'TP' and 'TDP' shall bear the meanings assigned to them in subparagraphs (3) (c), (d), (e) and (f), respectively.

(11) Unless such conditional basic quota is—

(a) converted into basic quota in accordance with the provisions of subparagraph (12); or

(b) converted into provisional quota in accordance with the provisions of subparagraph (14),

by not later than 30 April 1986, or such later date as the Central Board may allow on good cause shown, such quota shall be cancelled in the name of the grower and held in trust in the name of the Central Board for further allocation in accordance with paragraph 11.

(12) Conditional basic quota shall be converted into basic quota if, in cases falling within subparagraph (10) (b), such quotas are allocated to approved land, and in both instances referred to in subparagraphs (10) (a) and (b), the land to which such conditional basic quota is allocated, is duly registered and planted to cane.

(13) Conditional basic quota other than that falling within the provisions of subparagraph (10) (b) shall not be sold, alienated or otherwise transferred without the land to which it relates, until such time as such quota has been converted into basic quota in accordance with subparagraph (12).

(14) Conditional basic quota falling within the provisions of subparagraph (10) (b) may, subject to paragraph 31, be sold, alienated or otherwise transferred without land in respect thereof, provided that on transfer such conditional basic quota shall be recorded in the name of the transferee as provisional quota, to which all the relevant provisions of this Schedule shall apply.

(15) (a) If the Central Board at any time prior to 30 April 1988 determines that any sucrose quota was held in terms of the Agreement prior to 1 May 1985 by a grower, without such grower having rights to the land in respect of which the quota was registered, which, in the opinion of the Central Board, entitled such grower to conduct cane farming operations on such land, and in the further event that any basic quota was issued in terms of subparagraphs (2) to (9), inclusive, in respect thereof, the Central Board shall convert such basic quota into conditional basic quota.

(b) Upon such conversion—

(i) such quota shall be deemed to fall within the provisions of subparagraph (10) (b); and

(ii) the provisions of subparagraphs (11) to (14), inclusive, shall apply *mutatis mutandis*, save that the date by which such conditional basic quota shall be required to be converted into basic quota or, as the case may be, into

of (3) (b) (iv), van die lewerings en oppervlaktes grond met riet beplant van die vorige basiese kwotahouers ten opsigte van sodanige voorlopige kwotas: Met dien verstande dat indien die Suikervereniging van oordeel is dat sodanige prosedure die bepaling van 'n ontoepaslike kondisionele basiese kwota tot gevolg sal hê, die Suikervereniging 'n toepaslike geagte produksie kan vasstel deur die gebruikmaking van dié inligting wat hy ter sake ag;

(bb) die geagte produksie van sukrose vir die berekening van individuele kwekers se kondisionele basiese kwotas voortspruitend uit voorwaardelike kwotas of kwotas wat in afwagting gehou word en waarna in subparagrafe (a) en (b) verwys word, word deur die Suikervereniging bepaal deur die gebruikmaking van dié inligting wat hy ter sake ag;

(iii) 'S', 'SG', 'TP' en 'TDP' die betekenis het wat, onderskeidelik, in subparagrafe (3) (c), (d), (e) en (f) daaraan toegeken is.

(11) Tensy sodanige voorwaardelike kwota—

(a) omskep is in 'n basiese kwota ooreenkomstig die bepalinge van subparagraaf (12); of

(b) omskep is in 'n voorlopige kwota ooreenkomstig die bepalinge van subparagraaf (14),

teen nie later as 30 April 1986 nie, of dié latere datum wat die Sentrale Raad om geldige redes aangevoer, toelaat, moet sodanige kwota in die kweker se naam gekanselleer word en in die naam van die Sentrale Raad in trust gehou word vir verdere toekenning ooreenkomstig paragraaf 11.

(12) Kondisionele basiese kwota word in basiese kwota omskep indien, in gevalle genoem in subparagraaf (10) (b), sodanige kwotas aan goedgekeurde grond toegeken word en in beide gevalle waarna daar in subparagrafe (10) (a) en (b) verwys word, die grond waaraan sodanige kondisionele basiese kwota toegeken word, behoorlik geregistreer en met riet beplant is.

(13) Kondisionele basiese kwota, behalwe dié wat binne die bepalinge van subparagraaf (10) (b) val, mag nie verkoop, vervreem of op 'n ander wyse oorgedra word sonder die grond waarop dit betrekking het nie tot tyd en wyl sodanige kwota in basiese kwota ooreenkomstig subparagraaf (12) omskep is.

(14) Kondisionele basiese kwota wat binne die bepalinge van subparagraaf (10) (b) val, mag, behoudens paragraaf 31, verkoop, vervreem of op 'n ander wyse oorgedra word sonder die grond ten opsigte daarvan, mits by oordrag sodanige kondisionele basiese kwota in die naam van die oordragnemer as voorlopige kwota aangeteken word, waarop alle tersaaklike bepalinge van hierdie Bylae van toepassing is.

(15) (a) Indien die Sentrale Raad te eniger tyd voor 30 April 1988 vasstel dat 'n sukrosekquota voor 1 Mei 1985 deur 'n kweker kragtens die Ooreenkoms gehou is, sonder dat sodanige kweker regte gehad het op die grond ten opsigte waarvan die kwota geregistreer was wat hom, na die oordeel van die Sentrale Raad, daarop geregtig gemaak het om met riet op sodanige grond te boer, en in die verdere geval dat 'n basiese kwota kragtens subparagrafe (2) tot en met (9) ten opsigte daarvan uitgereik is, omskep die Sentrale Raad sodanige basiese kwota in kondisionele basiese kwota.

(b) By sodanige omskepping—

(i) word sodanige kwota geag binne die bepalinge van subparagraaf (10) (b) te val; en

(ii) geld die bepalinge van subparagrafe (11) tot en met (14) *mutatis mutandis*, behalwe dat die datum waarop sodanige kondisionele basiese kwota vereis word om

provisional quota in terms of subparagraph (11), shall be a date twelve (12) months from the date upon which such basic quota was converted to conditional basic quota, or such later date as the Central Board may allow on good cause shown.

(16) (a) Before the Central Board registers any land in respect of conditional basic quota allocated pursuant to subparagraph (10) (b), or in respect of provisional quota arising on the sale of conditional basic quota pursuant to subparagraph (14), the Central Board shall satisfy itself that the land concerned is suitable for the production of sugar cane which will enable such grower to produce sucrose equal at least to the mass of such grower's conditional basic quota or provisional quota, as the case may be, and that such land shall be capable of registration in the Growers' Register in accordance with the provisions of this Schedule.

(b) Notwithstanding anything to the contrary contained or implied in this Schedule, conditional basic quota shall not form part of a grower's A Pool quota in the year in which the land concerned is planted to cane.

Contingency quota

(17) A contingency quota is a quota which has been allocated by the Central Board as provided in subparagraphs (18) to (22), inclusive, or by the Minister as provided in subparagraph (23).

Contingency quotas—Allocation by Central Board

(18) The Central Board shall on a mandate from the Sugar Association, subject to the approval of the Minister and to the Sugar Association being satisfied that the mill or mills covered by such mandate will have sufficient milling capacity, allocate to applicant growers, subject to such terms and conditions and for delivery to such mills aforesaid as may be determined by the Sugar Association, contingency quota with specific areas of land attaching thereto.

(19) (a) The Sugar Association, in consultation with the Minister, may allocate from time to time and upon the recommendation of the Minister of Agriculture and Forestry KwaZulu, or the KaNgwane Government Service, KaNgwane, or the Minister of Agriculture and Forestry of the Government of Transkei, as the case may be, areas of land within the jurisdiction of any of the said authorities for the planting of cane by growers who are not or will not be Small Growers.

(b) In respect of such areas of land the Central Board shall, subject to such terms and conditions and for delivery to such mills as may be determined by the Sugar Association, in like manner as specified in subparagraph (18), grant contingency quota to those persons acquiring title to or the right to plant such areas of land to cane.

(20) The Central Board may determine such rules of procedure as it may deem necessary or expedient for the due fulfilment of any such mandates.

(21) The terms or conditions determined by the Sugar Association, and the rules of procedures determined by the Central Board in respect thereof, shall be binding upon every grower, miller and refiner.

(22) Notwithstanding the terms or conditions determined by the Sugar Association in terms of subparagraph (18) or (19), the Central Board shall have a discretion, in any individual case, to permit or condone non-compliance therewith, provided that the applicant grower satisfies the Central Board that his non-compliance was due to abnormal circumstances which were in the opinion of the Central Board beyond such grower's control.

in basiese kwota of in voorlopige kwota ingevolge subparagraaf (11), na gelang van die geval, omskep te word, 'n datum is twaalf (12) maande vanaf die datum waarop sodanige basiese kwota in kondisionele basiese kwota omskep is, of dié latere datum wat die Sentrale Raad om geldige redes aangevoer, toelaat.

(16) (a) Voordat die Sentrale Raad grond registreer ten opsigte van kondisionele basiese kwota ooreenkomstig subparagraaf (10) (b), of ten opsigte van voorlopige kwota voortspruitend uit die verkoop van kondisionele basiese kwota ooreenkomstig subparagraaf (14), moet die Sentrale Raad homself tevrede stel dat die betrokke grond geskik is vir die produksie van suikerriet wat sodanige kweker in staat sal stel om minstens die massa sukrose gelyk aan sodanige kweker se kondisionele basiese kwota of voorlopige kwota; na gelang van die geval, te produseer, en dat sodanige grond in die Kwekersregister ooreenkomstig die bepalinge van hierdie Bylae registreerbaar is.

(b) Nieteenstaande enigiets tot die teendeel in hierdie Skedule vervat of geïmpliseer, vorm kondisionele voorwaardelike kwota nie deel van 'n kweker se A-poel-kwota in die jaar waarin die betrokke grond met riet beplant word nie.

Voorwaardelike kwota

(17) 'n Voorwaardelike kwota is 'n kwota wat deur die Sentrale Raad ooreenkomstig subparagraaf (18) tot en met (22), of deur die Minister ooreenkomstig subparagraaf (23), toegeken is.

Voorwaardelike kwotas—Toekenning deur Sentrale Raad

(18) In opdrag van die Suikervereniging ken die Sentrale Raad aan applikantkwekers, onderworpe aan die goedkeuring van die Minister en tot bevrediging van die Suikervereniging dat die meul of meule wat deur so 'n opdrag gedek is voldoende meulkapasiteit het, voorwaardelike kwota met bepaalde oppervlakte grond daaraan gekoppel toe, onderworpe aan die voorwaardes en vir lewering aan dié voormelde meule, wat die Suikervereniging bepaal.

(19) (a) Die Suikervereniging kan, in oorleg met die Minister, van tyd tot tyd en op aanbeveling van die Minister van Landbou en Bosbou, KwaZulu, of die KaNgwane-regeringsdiens, KaNgwane of die Minister van Landbou en Bosbou van die Regering van Transkei, na gelang van die geval, oppervlakte grond binne die jurisdiksie van enige van die genoemde owerhede toeken vir die aanplant van riet deur kwekers wat nie Klein Kwekers is of sal wees nie.

(b) Ten opsigte van sodanige oppervlakte grond staan die Sentrale Raad, onderworpe aan dié voorwaardes en vir lewering aan dié meule wat die Suikervereniging bepaal, op dieselfde wyse soos uiteengesit in subparagraaf (18), voorwaardelike kwota toe aan daardie persone wat die titel of reg verkry het om sodanige oppervlakte grond met riet te beplant.

(20) Die Sentrale Raad kan die prosedurereëls wat hy nodig of dienstig ag vir die behoorlike uitvoering van enige sodanige opdragte, bepaal.

(21) Die bepalinge of voorwaardes deur die Suikervereniging bepaal, en die prosedurereëls deur die Sentrale Raad ten opsigte daarvan bepaal, is bindend op elke kweker, meulenaar en raffineerder.

(22) Nieteenstaande die bepalinge en voorwaardes deur die Suikervereniging ingevolge subparagraaf (18) of (19) bepaal, het die Sentrale Raad in 'n individuele geval 'n diskresie om nie-voldoening daaraan toe te laat of te kondoneer, mits die applikantkweker die Sentrale Raad tevrede stel dat sy nie-voldoening aan buitengewone omstandighede te wyte was wat na die oordeel van die Sentrale Raad buite sodanige kweker se beheer was.

Contingency quotas—Allocation by Minister

(23) The Minister may allocate contingency quotas, not exceeding 700 tons of sucrose to new growers not being registered A Pool quota holders, or persons holding an interest in any such quota, save that, after consultation with the Sugar Association, the Minister may allocate contingency quota to any such excluded person in respect of unregistered land held by him, and may also allocate as contingency quota an increase in the existing quota of growers, provided that all such allocations shall be subject to the Minister being satisfied that adequate milling facilities are available.

Limitations on the allocation of contingency quota

(24) Before any new quota is allocated in terms of subparagraphs (18) to (22), inclusive, or (23), the Central Board shall satisfy itself that the grower concerned has available land suitable for the production of cane which will enable such grower to produce sucrose equal at least to the mass of such grower's new contingency quota, and that such land shall be capable of registration in the Growers' Register in accordance with the provisions of this Schedule.

(25) (a) Whenever a contingency quota has been allocated by the Minister or the Central Board in terms of this paragraph, the Central Board shall, notwithstanding paragraph 6, determine and register the area of land in respect of such quota referred to in subparagraph (24) which will in the opinion of the Central Board enable the grower to produce sucrose equivalent to such contingency quota, together, if so required by the grower, with an additional area not exceeding twenty per cent (20 %) of the area of land determined in respect of such contingency quota, which land shall on application by the grower in question be registered by the Central Board together with the contingency quota and the mill concerned, and the Growers' and Mills' Registers shall be amended accordingly.

(b) Notwithstanding the provisions of subparagraph (a), the Central Board shall not register the additional twenty per cent (20 %) of area referred to in that paragraph, unless the Sugar Association is satisfied that the mill to which such grower is attached, will have the milling capacity to crush all cane which may be produced on such additional land.

Provisional quota

(26) A provisional quota is the whole or part of—

(a) a basic quota; or

(b) a conditional basic quota as more fully referred to in subparagraph (10) (b), read with subparagraph (14),

the transfer of which has been approved by the Central Board in terms of paragraph 31 without the transfer of registered land to which such quota was attached.

Quota previously held in trust

(27) No basic quota or conditional quota shall be issued in terms of this Schedule in respect of any of the following quotas which may exist as at 30 April 1985:

(a) Quota held in trust in the name of the Central Board; or

(b) quota in respect of mandate land referred to in paragraph 4 (8) and (9); or

(c) suspense quota other than suspense quota referred to in subparagraph (10) (b),

all of which quotas shall with effect from 1 May 1985 cease to exist.

Voorwaardelike kwotas—Toekenning deur Minister

(23) Die Minister kan voorwaardelike kwotas, van nie meer as 700 ton suikrose nie, aan nuwe kwekers wat nie geregistreerde A-poel kwotahouers is of 'n belang in enige sodanige kwota het nie, toeken, behoudens dat die Minister, na oorlegpleging met die Suikervereniging, voorwaardelike kwota aan enige sodanige uitgeslote persoon kan toeken ten opsigte van ongeregistreerde grond waarvoor hy beskik, en kan ook 'n verhoging in die bestaande kwota van kwekers as voorwaardelike kwota toeken: Met dien verstande dat alle sodanige toekennings onderworpe daaraan is dat die Minister tevrede is dat voldoende meulfasiliteite bestaan.

Beperkings op die toekenning van voorwaardelike kwota

(24) Alvorens enige nuwe kwota ingevolge subparagraaf (18) tot en met (22), of (23), toegeken word, stel die Sentrale Raad homself tevrede dat die betrokke kweker oor geskikte grond vir die produksie van riet beskik om sodanige kweker in staat te stel om suikrose ten minste gelyk aan die massa van sodanige kweker se nuwe voorwaardelike kwota te produseer, en dat sodanige grond ooreenkomstig die bepalings van hierdie Bylae in die Kwekersregister registreerbaar is.

(25) (a) Wanneer 'n voorwaardelike kwota deur die Minister of die Sentrale Raad ingevolge hierdie paragraaf toegeken is, stel die Sentrale Raad, niesteenstaande paragraaf 6, die oppervlakte grond vas en registreer dit ten opsigte van kwota bedoel in subparagraaf (24), wat na die oordeel van die Sentrale Raad die kweker in staat sal stel om suikrose gelyk aan sodanige voorwaardelike kwota te produseer, tesame met, indien die kweker dit verlang, 'n bykomende oppervlakte wat nie twintig persent (20 %) van die oppervlakte grond ten opsigte van sodanige voorwaardelike kwota vasgestel, oorskry nie, welke grond op aansoek deur die betrokke kweker deur die Sentrale Raad geregistreer word tesame met die voorwaardelike kwota en die betrokke meul, en die Kwekers- en Meulenaarsregisters word dien-ooreenkomstig gewysig.

(b) Niesteenstaande die bepalings van subparagraaf (a), registreer die Sentrale Raad nie die bykomende twintig persent (20 %) oppervlakte bedoel in daardie subparagraaf nie, tensy die Suikervereniging tevrede is dat die meul waaraan sodanige kweker verbonde is, die meulkapasiteit het om al die riet wat op sodanige bykomende grond gekweek mag word, te pers.

Voorlopige kwota

(26) 'n Voorlopige kwota is die geheel of 'n gedeelte van—

(a) 'n basiese kwota; of,

(b) 'n kondisionele basiese kwota waarna vollediger verwys word in subparagraaf (10) (b), saamgelees met subparagraaf (14),

waarvan die oordrag deur die Sentrale Raad goedgekeur is ingevolge paragraaf 31 sonder die oordrag van die geregistreerde grond waaraan sodanige kwota gekoppel was.

Kwota voorheen in trust gehou

(27) Geen basiese kwota of kondisionele basiese kwota word ingevolge hierdie Bylae uitgereik ten opsigte van enige van die volgende kwotas wat op 30 April 1985 bestaan nie—

(a) kwota in die naam van die Sentrale Raad in Trust gehou; of

(b) kwota ten opsigte van mandaatgrond bedoel in paragraaf 4 (8) en (9); of

(c) opgeskorte kwota behalwe dié in subparagraaf (10) (b) bedoel.

Small Growers

4. (1) The Central Board shall, on a mandate from the Sugar Association, subject to the approval of the Minister, allocate from time to time specific areas of land, to be planted to cane by applicant Small Growers to such extent and subject to such terms and conditions and for delivery to such mills as may be covered by such mandate, but subject otherwise to the provisions of this Schedule.

(2) Whenever any allocation is made in terms of subparagraph (1), it shall come into effect on a date determined by the Central Board or, failing such determination, on the date upon which such allocation is made by the Central Board.

(3) A Small Grower shall be entitled to deliver to the mill to which he is attached all cane grown by such grower upon his registered land, and a mill shall be obliged to accept in accordance with paragraph 23 all such cane.

(4) Without the specific consent of the Central Board, no person shall be entitled to be, or to become, a Small Grower in respect of land to which an A Pool quota has at any time attached.

(5) Whenever a Small Grower—

(a) makes application to the Central Board; or

(b) over any period of five (5) consecutive years delivers to the mill more than an average of one hundred and fifty (150) tons sucrose per year; or

(c) is allocated additional land for the planting of cane, which land together with any other registered land of such Small Grower is in the opinion of the Central Board such that the Small Grower is likely to produce more than one hundred and fifty (150) tons sucrose per year from such land; or

(d) who is the owner or lessee of, or has the right of use or control of, the registered land to which his Small Grower Entitlement attaches, is due to become the transferee pursuant to the provisions of paragraph 29 of further registered land, which further land together with the existing registered land of such Small Grower is in the opinion of the Central Board such that the Small Grower is likely to produce more than one hundred and fifty (150) tons sucrose per year from such land,

the Central Board may, in the case of subparagraph (a), and shall, in the case of subparagraphs (b) to (d), inclusive, grant and issue to such Small Grower a basic quota in respect of such Small Grower's land, details of which land and quota shall be entered in the Growers' Register, and upon registration of such quota and registered land the Small Grower shall cease to be a Small Grower, and shall not be permitted again to become a Small Grower without the consent of the Central Board.

(e) Any registration of quota in terms of this paragraph shall be effective from a date determined by the Central Board or, failing such determination, from the commencement of the year following the year in which such quota is registered.

(6) The basic quota to be granted in terms of subparagraph (5) shall be calculated in accordance with the following formula:

$$Q = Y \times RL \times X\%$$

in which formula—

(a) 'Q' represents the basic quota to be allocated to such Small Grower;

Klein Kwekers

4. (1) Die Sentrale Raad ken, in opdrag van die Suikervereniging, onderworpe aan die goedkeuring van die Minister, van tyd tot tyd bepaalde oppervlaktes grond toe vir beplanting met riet deur applikant—Klein Kwekers, tot die mate en onderworpe aan die bepalings en voorwaardes en vir lewering aan dié meule wat deur die opdrag gedek word, maar andersins onderworpe aan die bepalings van hierdie Bylae.

(2) Wanneer 'n toekenning ingevolge subparagraaf (1) gedoen is, tree dit in werking op 'n datum deur die Sentrale Raad vasgestel of, by ontstentenis van sodanige vasstelling, op die datum waarop sodanige toekenning deur die Sentrale Raad gedoen is.

(3) 'n Klein Kweker is geregtig om aan die meul waaraan hy verbonde is alle riet wat deur so 'n kweker op sy geregistreerde grond gekweek is, te lewer, en die meul is verplig om ooreenkomstig paragraaf 23 alle sodanige riet te aanvaar.

(4) Sonder die spesifieke instemming van die Sentrale Raad, is geen persoon geregtig om 'n Klein Kweker te wees, of te word nie ten opsigte van grond waaraan 'n A-poel kwota te eniger tyd gekoppel was.

(5) Wanneer 'n Klein Kweker—

(a) by die Sentrale Raad aansoek doen; of

(b) oor enige tydperk van vyf (5) opeenvolgende jare meer as 'n gemiddelde van een-honderd-en-vyftig (150) ton sukrose per jaar aan die meul lewer; of

(c) bykomende grond toegeken word vir die aanplanting van riet, welke grond tesame met enige ander geregistreerde grond van sodanige Klein Kweker na die oordeel van die Sentrale Raad sodanig is dat die Klein Kweker waarskynlik meer as eenhonderd-en-vyftig (150) ton sukrose per jaar op sodanige grond sal produseer; of

(d) wat die eienaar of huurder is, of die gebruiksreg of beheer het, van die geregistreerde grond waaraan sy Klein Kwekergeregtigheid gekoppel is, die oordrag-nemer, ooreenkomstig die bepalings van paragraaf 29, van verdere geregistreerde grond staan te word, welke verdere grond tesame met die bestaande geregistreerde grond van sodanige Klein Kweker na die oordeel van die Sentrale Raad sodanig is dat die Klein Kweker waarskynlik meer as eenhonderd-en-vyftig (150) ton sukrose per jaar op sodanige grond sal produseer,

kan die Sentrale Raad, in die geval van subparagraaf (a), en moet hy, in die geval van subparagraawe (b) tot en met (d), aan sodanige Klein Kweker 'n basiese kwota toeken en uitreik ten opsigte van sodanige Klein Kweker se grond, waarvan besonderhede van die grond en kwota in die Kwekersregister aangeteken moet word, en by registrasie van sodanige kwota en geregistreerde grond hou die Klein Kweker op om 'n Klein Kweker te wees, en word nie weer toegelaat om 'n Klein Kweker te word sonder die toestemming van die Sentrale Raad nie.

(e) 'n Registrasie van kwota ingevolge hierdie paragraaf is van krag vanaf 'n datum wat deur die Sentrale Raad vasgestel is, of, by ontstentenis van sodanige vasstelling, vanaf die aanvang van die jaar volgende op die jaar waarin sodanige kwota geregistreer is.

(6) Die basiese kwota wat toegeken word ingevolge subparagraaf (5), word bereken ooreenkomstig die volgende formule:

$$Q = Y \times RL \times X\%$$

in welke formule—

(a) 'Q' die basiese kwota wat aan sodanige Klein Kweker toegeken staan te word, verteenwoordig;

(b) 'Y' represents the arithmetic average of the best two consecutive yields of sucrose achieved by the grower during the preceding five years or, where the Central Board regards such yield as inappropriate, represents an appropriate yield as determined by the Central Board, and where 'yield' means the tonnage of gross deliveries of sucrose in the year in question, divided by the number of hectares of registered land of the Small Grower;

(c) 'RL' represents the Small Grower's registered area land in respect of which the basic quota is to be granted; and

(d) 'X%' represents the arithmetic average of the percentage of the relevant Small Grower's total deliveries in the two consecutive years used in determining 'Y' in subparagraph (b), deemed to have been paid for at the A Pool price or, if such information is not available, represents the arithmetic average of the percentage of total deliveries by all Small Growers in the preceding two years deemed to have been paid for at the A Pool price or, in the event that neither of the foregoing are available, represents the percentage represented by $\frac{S}{TP}$, where 'S' and 'TP' have the meanings assigned to

them in paragraph 3 (3) (c) and (e), respectively.

(7) The Sugar Association may, with the approval of the Minister, make such rules, not inconsistent with the Agreement, as the Sugar Association may deem necessary to prevent abuse by any grower or mill of the provisions pertaining to Small Growers contained in this Schedule, and such rules shall be binding on all growers, mills and refiners upon whom the Agreement is binding.

Mandate land

(8) All quotas held prior to 1 May 1985 by the Central Board in trust for growers in respect of land falling within the jurisdiction of the authorities referred to in subparagraph (9), shall be converted by the Central Board into commensurate areas of land in the ratio of 1 hectare for every 4,5 tons of sucrose quota, or such other ratio as the Central Board may in special circumstances determine, and all such land—

(a) shall be added to and dealt together with all other land under the control of the Central Board entered in its register of mandates given in terms of the Agreement prior to 1 May 1985, and which shall be deemed to be mandates given to the Central Board in terms of subparagraph (1);

(b) shall be land available for allocation pursuant to subparagraph (1) to growers falling within the jurisdiction of the authorities referred to in subparagraph (9).

(9) (a) No allocation of land for planting cane shall be made to Small Growers falling within the jurisdiction of, and no such allocation shall be cancelled unless such allocation or cancellation has been recommended by, the Minister of Agriculture and Forestry, KwaZulu, or the KaNgwane Government Service, KaNgwane, or the Minister of Agriculture and Forestry of the Government of Transkei, as the case may be.

(b) Any land which is the subject of a cancelled allocation, shall be added to, and dealt together with, all other land under the control of the Central Board entered in its Register of Mandates in respect of the relevant mill to which such land was attached, and shall become available for re-allocation, pursuant to subparagraph (1), to the growers referred to in this subparagraph.

(b) 'Y' die rekeningkundige gemiddelde van die twee beste opeenvolgende opbrengste van suikrose behaal deur die kweker gedurende die voorafgaande vyf jaar of, waar die Sentrale Raad sodanige opbrengs as onvanpas beskou, 'n paslike opbrengs soos deur die Suikervereniging bepaal verteenwoordig, en waar 'opbrengs' die tonne-maat bruto lewerings van suikrose in die betrokke jaar, verdeel deur die aantal hektaar geregistreerde grond van die Klein Kweker, verteenwoordig;

(c) 'RL' die Klein Kweker se geregistreerde oppervlakte grond ten opsigte waarvan die basiese kwota toegestaan sal word, verteenwoordig; en

(d) 'X%' die rekeningkundige gemiddelde van die persentasie van die Klein Kweker se totale lewerings in die twee opeenvolgende jare wat gebruik is in die bepaling van 'Y' in subparagraaf (b), wat geag word voor betaal te gewees het teen die A-poel prys of, indien sodanige inligting nie beskikbaar is nie, die rekeningkundige gemiddelde van die persentasie van totale lewerings deur alle Klein Kwekers in die voorafgaande twee jaar wat geag word voor betaal te gewees het teen die A-poel prys of, ingeval geeneen van die voorgaande beskikbaar is nie, die persentasie verteenwoordig deur $\frac{S}{TP}$, waar

'S' en 'TP' die betekenis het wat in paragrafe 3 (3) (c) en (e), onderskeidelik, daaraan geheg is, verteenwoordig.

(7) Die Suikervereniging kan, met die goedkeuring van die Minister, sodanige reëls, wat nie met die Ooreenkoms onbestaanbaar is nie, maak wat die Suikervereniging nodig ag om misbruik deur enige kweker of meul van die bepalinge met betrekking tot Klein Kwekers vervat in hierdie Bylae te voorkom, en sodanige reëls is bindend op alle kwekers, meule en raffineerders waarop die Ooreenkoms bindend is.

Mandaatgrond

(8) Alle kwotas deur die Sentrale Raad voor 1 Mei 1985 in trust gehou vir kwekers ten opsigte van grond wat binne die jurisdiksie van die owerhede vermeld in subparagraaf (9) val, word deur die Sentrale Raad omskep in eweredige oppervlakkige grond in die verhouding van 1 hektaar vir elke 4,5 ton suikrose-kwota, of die ander verhouding wat die Sentrale Raad in spesiale omstandighede bepaal, en alle sodanige grond—

(a) word bygevoeg en behandel saam met alle ander grond onder beheer van die Sentrale Raad ingeskryf in sy register van opdragte gegee ingevolge die Ooreenkoms voor 1 Mei 1985, en wat geag word opdragte te wees wat ingevolge subparagraaf (1) aan die Sentrale Raad gegee is;

(b) is grond beskikbaar vir toekenning ooreenkomstig subparagraaf (1) aan kwekers wat binne die jurisdiksie van die owerhede vermeld in subparagraaf (9), val.

(9) (a) Geen toekenning van grond vir aanplanting van riet word aan Klein Kwekers wat binne die jurisdiksie val van, en geen sodanige toekenning word gekanselleer nie tensy sodanige toekenning of kansellasië aanbeveel is deur, die Minister van Landbou en Bosbou, KwaZulu, of die KaNgwane Regeringsdiens, KaNgwane, of die Minister van Landbou en Bosbou van die Regering van Transkei, na gelang van die geval.

(b) Enige grond wat die onderwerp is van 'n gekanselleerde toekenning, word bygevoeg by, en behandel saam met, alle ander grond onder beheer van die Sentrale Raad ingeskryf in sy Mandaatregister ten opsigte van die betrokke meul waaraan sodanige grond verbind was, en word ooreenkomstig subparagraaf (1) beskikbaar vir hertoekenning aan die kwekers waarna in hierdie subparagraaf verwys word.

(10) Subject to subparagraph (9), the Central Board shall be entitled to cancel the Small Grower Entitlement, and to deregister the land concerned, of any Small Grower who—

(a) fails for a period of three (3) consecutive years to deliver any cane from such Small Grower's registered land; or

(b) transfers to another person, or loses the right to occupy, the whole of the registered land to which his Small Grower Entitlement attaches.

(11) The following provisions of this Schedule shall not apply to Small Growers:

(a) Paragraphs 6 (9) and (10), 14 (1) to (7), inclusive, 17 (4) to (5), and 22 (1); and

(b) any other provisions the applicability of which would be clearly inappropriate.

Growers' Register and registered land

5. (1) The Central Board shall keep a register, known as the Growers' Register, in the name of each grower of the specific area of land from which he is permitted to deliver cane in terms of the Agreement, the mill to which he is attached and, in respect of all A Pool quota holders, of the A Pool quota of such growers, together with all such other information as the Central Board may deem necessary from time to time for the proper administration of the Agreement.

(2) The Central Board shall continuously revise the Growers' Register when giving effect to the Agreement, and shall issue a revised addition as at 1 May each year incorporating all amendments made to such register during the course of the previous year, copies of which shall be despatched to the Sugar Association and to the Department of Trade and Industry.

(3) Growers shall not change their registered land, except in terms of the Agreement.

Registration of land

6. (1) The Central Board shall register a specific area of land in respect of each grower as the land upon which he is authorised to grow cane for delivery to a Mill, or for the growing of cane in terms of the provisions of subparagraphs (11) to (15), inclusive.

(2) The initial area which shall be registered as at 1 May 1985 as the registered land of the grower, shall be that land recorded in terms of the Agreement in the Growers' Register in the name of the grower as at 30 April 1985, as being such grower's total quota land.

(3) (a) If a grower wishes to register any land in addition to the land at any time registered in his name pursuant to this Schedule, such grower shall make application to the Central Board, whereupon the Sugar Association may, subject to paragraph 3 (25), in its discretion authorise the Central Board to agree to the registration of such additional land: Provided that the Sugar Association shall not authorise the registration of such additional land until it has satisfied itself that the mill to which such grower is attached, will have sufficient milling capacity to crush all cane which may be produced on such additional land.

(b) Notwithstanding anything to the contrary contained in this Schedule, if any such additional land is registered, the registration thereof shall be cancelled unless such land is, in the opinion of the Central Board, planted to cane in a manner acceptable to the Central Board by 1 May of the second year following the year in which such land is registered, or

(10) Die Sentrale Raad is, behoudens subparagraaf (9), geregtig om die Klein Kwekergeregtigdheid te kanselleer, en om die betrokke grond aan registrasie te onttrek, van 'n Klein Kweker wat—

(a) vir 'n tydperk van drie (3) opeenvolgende jare in gebreke bly om van sodanige Klein Kweker se geregi-streerde grond riet te lewer; of

(b) die geheel van die geregi-streerde grond waaraan sy Klein Kwekergeregtigdheid verbind is aan 'n ander persoon oordra of die besitreg daarvan verloor.

(11) Die volgende bepalings van hierdie Bylae is nie op Klein Kwekers van toepassing nie—

(a) paragrafe 6 (9) en (10), 14 (1) tot en met (7), 17 (4) tot (5), en 22 (1); en

(b) sodanige ander bepalings waarvan die toepaslikheid klaarblyklik onvanpas sou wees.

Kwekersregister en geregi-streerde grond

5. (1) Die Sentrale Raad hou 'n register, bekend as die Kwekersregister, in die naam van elke kweker van die bepaalde oppervlakte grond waarvandaan hy toegelaat word om riet te lewer ingevolge die Ooreenkoms, die meul waaraan hy verbind is en, ten opsigte van alle A-poel-kwota-houers, van die A-poel-kwota van sodanige kwekers, te-same met alle ander inligting wat die Sentrale Raad van tyd tot tyd vir die behoorlike uitvoering van die Ooreenkoms nodig ag.

(2) By die toepassing van die Ooreenkoms hersien die Sentrale Raad die Kwekersregister deurlopend, en reik hy elke jaar 'n hersiene uitgawe soos op 1 Mei uit waarin al die wysigings wat in die loop van die vorige jaar aan sodanige register aangebring is, weerspieël word, en waarvan afskrifte aan die Suikervereniging en die Departement van Handel en Nywerheid gestuur word.

(3) Kwekers verander nie hul geregi-streerde grond nie, behalwe ingevolge die Ooreenkoms.

Registrasie van grond

6. (1) Die Sentrale Raad registreer 'n bepaalde oppervlakte grond ten opsigte van elke kweker as dié grond waarop hy gemagtig is om riet vir lewering aan 'n meul te kweek, of ingevolge die bepalings van subparagrafe (11) tot en met (15), te kweek.

(2) Die aanvanklike oppervlakte grond wat op 1 Mei 1985 as die geregi-streerde grond van die kweker geregi-streer word, is daardie grond wat op 30 April 1985 ingevolge die Ooreenkoms in die Kwekersregister opgeteken is as synde sodanige kweker se totale kwotagrond.

(3) (a) Indien 'n kweker grond bykomend tot daardie grond wat op enige tydstep ooreenkomstig hierdie Bylae in sy naam geregi-streer is, wil registreer, moet sodanige kweker daarvoor by die Sentrale Raad aansoek doen, waarop die Suikervereniging, behoudens die bepalings van paragraaf 3 (25) en na goeddunke die Sentrale Raad kan magtig om in te stem tot die registrasie van bykomende grond: Met dien verstande dat die Suikervereniging nie die registrasie van sodanige bykomende grond sal magtig nie, tensy hy homself tevrede gestel het dat die meul waaraan sodanige kweker verbonde is, voldoende meulkapasiteit het om alle riet te pers wat op sodanige bykomende grond geproduseer mag word.

(b) Nieteenstaande enigiets tot die teendeel wat in hierdie Bylae vervat is, indien enige sodanige bykomende grond geregi-streer is, word die registrasie daarvan gekanselleer tensy sodanige grond, na die oordeel van die Sentrale Raad, met riet beplant is op 'n manier wat vir die Sentrale Raad aanvaarbaar is, op 1 Mei van die tweede jaar volgende op die jaar waarin sodanige grond geregi-streer is, of op die

by such later date as the Central Board may allow on good cause shown: Provided that—

(i) if any other provision of this Schedule obliges a grower to plant any land within an earlier time than that specified above, then such earlier time, and any penalty stipulated in respect of any failure to so plant within such earlier time, shall apply; and

(ii) save as may otherwise be provided in this Schedule, the A Pool quota relating to such land shall not be cancelled merely by reason of the cancellation of the land registration in terms of this paragraph.

(c) The transfer of an agreed area of registered land by an A Pool quota holder to another A Pool quota holder without the transfer of any A Pool quota, or without any adjustment to the A Pool quotas of each holder may be permitted, subject to the approval of the Central Board, and in such event the Central Board shall reduce the registered land of the transferor by such agreed area, and shall simultaneously register in the name of the transferee the agreed area of land.

(d) An A Pool quota holder may, with the approval of the Central Board, reduce the area of his registered land without reducing, cancelling or transferring the A Pool quota, or any part thereof, relating to such land.

(4) (a) Land to be registered shall be suitable for the planting of cane and, save in respect of Small Growers, shall be shown on a survey map acceptable to the Central Board prepared as at a date determined by the Central Board from time to time, together with land which the grower proves to the satisfaction of the Central Board to have been part of the grower's land previously registered by the Central Board, but excluding land which has been withdrawn as cane land as the result of a substitution of what was previously registered land effected in terms of the Agreement.

(b) Upon the issue of the survey map, the Central Board shall adjust in its records any data with regard to any land previously authorised for the planting of cane, and which does not correspond with the information appearing on such survey map.

(5) The Central Board may cancel the registration of land of any grower whose total A Pool quota has been cancelled in terms of this Schedule.

(6) (a) The allocation of any conditional basic or contingency quota or Small Grower Entitlement to any grower under the Agreement shall be subject to the grower registering land, or having existing registered land, sufficient in the opinion of the Central Board to enable such grower to fulfil the total A Pool quota or Small Grower Entitlement, as the case may be, of such grower.

(b) It shall be a condition of such allocation that the grower furnish the Central Board, or any person acting on its behalf, with such particulars as the Central Board may require in connection with such land or the registration thereof.

(7) The provisions of this paragraph shall apply *mutatis mutandis* to land registered in the name of the transferee in terms of paragraph 31.

latere datum wat die Sentrale Raad op goeie gronde aangevoer, toelaat: Met dien verstande dat—

(i) indien enige ander bepaling in hierdie Bylae 'n kweker verplig om grond binne 'n korter tydperk as dié hierbo voorgeskryf, te beplant, geld sodanige korter tyd, en enige boete wat voorgeskryf is ten opsigte van die versuim om sodanige aanplanting binne sodanige korter tyd te doen; en

(ii) behoudens bepalings tot die teendeel in hierdie Bylae vervat, word die A-poel-kwota met betrekking tot sodanige grond nie bloot op grond van die kansellering van die grondregistrasie ingevolge hierdie paragraaf, gekanselleer nie.

(c) Die oordrag van 'n ooreengekome oppervlakte geregistreerde grond deur 'n A-poel-kwotahouer aan 'n ander A-poel-kwotahouer sonder die oordrag van A-poel-kwota, of sonder 'n wysiging aan die A-poel-kwotas van elke houer, kan, onderworpe aan die goedkeuring van die Sentrale Raad, toegelaat word, in welke geval die Sentrale Raad die geregistreerde grond van die oordraggewer met sodanige ooreengekome oppervlakte moet verminder, en tergelyster die ooreengekome oppervlakte grond in die naam van die oordragnemer moet registreer.

(d) 'n A-poel-kwotahouer kan, met die goedkeuring van die Sentrale Raad, die oppervlakte van sy geregistreerde grond verminder sonder om die A-poel-kwota, of enige deel daarvan, met betrekking tot sodanige grond, te verminder, te kanselleer of oor te dra.

(4) (a) Grond wat geregistreer staan te word moet geskik wees vir die aanplanting van riet, en moet, behalwe ten opsigte van Klein Kwekers, aangetoon word op 'n opmetingskaart, aanvaarbaar vir die Sentrale Raad, opgestel op 'n datum soos van tyd tot tyd deur die Sentrale Raad vasgestel, tesame met grond ten opsigte waarvan die kweker tot die bevrediging van die Sentrale Raad bewys dat dit deel gevorm het van die kweker se grond wat vantevore by die Sentrale Raad geregistreer was, maar uitgesonderd grond wat onttrek is as rietgrond as gevolg van 'n vervanging van wat voorheen geregistreerde grond ingevolge die Ooreenkoms was.

(b) By uitreiking van die opmetingskaart, pas die Sentrale Raad die gegewens in sy rekords aan met betrekking tot enige grond wat voorheen vir die aanplanting van riet gemagtig was, en wat nie ooreenstem met die inligting wat op sodanige opmetingskaart verskyn nie.

(5) Die Sentrale Raad kan die geregistreerde grond van 'n kweker wie se totale A-poel-kwota ingevolge hierdie Bylae gekanselleer is, kanselleer.

(6) (a) Die toekenning van 'n kondisionele basiese of voorwaardelike kwota of Klein Kwekeregtheid aan 'n kweker ingevolge die Ooreenkoms is onderworpe daaraan dat die kweker grond registreer of oor bestaande geregistreerde grond beskik, wat na die oordeel van die Sentrale Raad voldoende is om sodanige kweker in staat te stel om aan die totale A-poel-kwota of Klein Kwekeregtheid, na gelang van die geval, van sodanige kweker te voldoen.

(b) Dit is 'n voorwaarde van sodanige toekenning dat die kweker die Sentrale Raad, of 'n persoon wat namens hom optree, voorsien van die besonderhede wat die Sentrale Raad in verband met sodanige grond of die registrasie daarvan vereis.

(7) Die bepalings van hierdie paragraaf is *mutatis mutandis* van toepassing op grond wat in die naam van die oordragnemer ingevolge paragraaf 31 geregistreer is.

(8) If the allottee in respect of any additional allocation of quota, or the transferee of any quota, is an existing grower who has sufficient registered land to accommodate an additional allocation of quota or the quota acquired by him, he shall, notwithstanding the provisions of this paragraph, not be obliged to apply for the registration of additional land on which to grow cane.

Continued registration of unsurveyed areas of land

(9) (a) The Central Board shall be entitled to assess the extent of the land of any grower upon whom this Schedule is binding, which is either under cane or is to be planted to cane and which has not been duly registered in terms of the Agreement, following upon a proper survey of the land in question by a surveyor approved by the Central Board.

(b) Such assessment of the land of a grower shall be deemed to be a registration of land for purposes of this Schedule, until replaced by a registration of land in terms of this paragraph.

(10) (a) In the event of no deliveries from the registered land relative to an A Pool quota of any grower having taken place for four consecutive years, the Central Board may, after having served written notice of its intention on the grower concerned, and unless the grower satisfies the Central Board that good grounds exist for the retention of the quota or any portion thereof relating to such land, cancel the quota in question, or such portion thereof as the Central Board may determine, and deregister the whole or the relative portion of the relevant registered land of such grower.

(b) Any A Pool quota so cancelled shall be held in trust in the name of the Central Board for further allocation in terms of paragraph 11.

Local Pest and Disease Control Committee

(11) Growers shall only plant cane which is intended for use as seed upon registered land, and shall on each occasion obtain the prior approval of the Local Pest and Disease Control Committee concerned.

(12) No grower shall sell or otherwise dispose of any cane as seed without the prior approval of the Local Pest and Disease Control Committee.

(13) A Local Pest and Disease Control Committee may require a grower within its jurisdiction who intends to use his own cane for seed on his own farm lands, to obtain such Committee's prior approval therefor.

(14) No grower shall plant cane for any purpose not contemplated by this Schedule upon land which has not been registered with the Central Board and which is situated within a mill area or part of a mill area, without obtaining the prior approval of the Local Pest and Disease Control Committee concerned, and the prior recording by the Central Board of such land, the specific area thereof to be so planted and the purpose for which such cane is to be used.

(15) For the purposes of subparagraphs (11) to (15), inclusive, the expressions 'mill area' and 'Local Pest and Disease Control Committee' shall bear the meanings respectively assigned thereto in clause 65 (2) of the Agreement.

No deliveries from unregistered land

7. (1) No grower shall be entitled to deliver cane to a mill from land which has not been registered with the Central Board as registered land, unless specially authorised to do

(8) Indien die persoon ten opsigte van wie 'n bykomende kwota toegeken is, of die oordragnemer van 'n kwota, 'n bestaande kweker is wat oor voldoende geregistreerde grond beskik om 'n bykomende kwotatoekenning of die kwota deur hom verkry, te akkommodeer, is hy, nie teenstaande die bepalings van hierdie paragraaf, nie verplig om vir die registrasie van bykomende grond vir die kweek van riet aansoek te doen nie.

Voortgesette registrasie van onopgemete grondoppervlaktes

(9) (a) Die Sentrale Raad is geregtig om die omvang van die grond van 'n kweker op wie hierdie Bylae bindend is, en wat of reeds onder riet is of wat met riet beplant gaan word en wat nie behoorlik ingevolge die Ooreenkoms geregistreer is nie, na 'n behoorlike opmeting van die grond deur 'n opmeter, deur die Sentrale Raad aangestel, vas te stel.

(b) Sodanige vasstelling van die grond van die betrokke kweker word geag 'n registrasie van grond vir die doeleindes van hierdie Bylae te wees, tot tyd en wyl dit vervang word deur 'n registrasie van grond ingevolge hierdie paragraaf.

(10) (a) Ingeval geen lewerings van die geregistreerde grond met betrekking tot 'n A-poel-kwota van 'n kweker vir vier opeenvolgende jare plaasgevind het nie, kan die Sentrale Raad, nadat skriftelike kennisgewing van sy voorneme aan die betrokke kweker gegee is, en tensy die kweker die Sentrale Raad tevrede stel dat goeie gronde vir die behoud van die kwota, of enige deel daarvan, met betrekking tot sodanige grond bestaan, die betrokke kwota of sodanige gedeelte daarvan wat die Sentrale Raad mag bepaal, kanselleer, en die registrasie van die geheel of die betrokke gedeelte van die betrokke geregistreerde grond van sodanige kweker intrek.

(b) 'n A-poel-kwota aldus gekanselleer, word in trust gehou in die naam van die Sentrale Raad vir verdere toekenning ooreenkomstig paragraaf 11.

Plaaslike Plaag- en Siektebeheerkomitee

(11) Kwekers plant slegs riet wat bedoel is vir gebruik as saad op geregistreerde grond, en verkry in elke geval vooraf die goedkeuring van die betrokke Plaaslike Plaag- en Siektebeheerkomitee.

(12) Geen kweker verkoop riet as saadriet of sit dit op enige ander wyse van die hand, sonder die vooraf goedkeuring van die Plaaslike Plaag- en Siektebeheerkomitee nie.

(13) 'n Plaaslike Plaag- en Siektebeheerkomitee kan binne sy jurisdiksie van 'n kweker wat voornemens is om sy eie riet as saad op sy eie plaasgrond te gebruik, vereis om sodanige Komitee se vooraf goedkeuring daarvoor te verkry.

(14) Geen kweker plant riet vir enige doel wat nie in hierdie Bylae beoog word nie op grond wat nie by die Sentrale Raad geregistreer is nie en wat binne 'n meulgebied geleë is, sonder om die vooraf goedkeuring van die betrokke Plaaslike Plaag- en Siektebeheerkomitee te verkry, en sonder om sodanige grond, die bepaalde oppervlakte wat aldus beplant gaan word en die doel waarvoor die riet aangewend gaan word, vooraf by die Sentrale Raad te laat opteken nie.

(15) Vir die doeleindes van subparagrafe (11) tot en met (15) het die uitdrukkings 'meulgebied' en 'Plaaslike Plaag- en Siektebeheerkomitee', onderskeidelik, die betekenis wat in artikel 65 (2) van die Ooreenkoms daarvan geheg word.

Geen lewerings vanaf ongeregistreerde grond

7. (1) Geen kweker is geregtig om riet aan 'n meul te lewer vanaf grond wat nie by die Sentrale Raad as geregistreerde grond geregistreer is nie, tensy spesiaal daartoe

so by the Central Board with the prior approval of the Sugar Association, in which event such cane shall be classified as B Pool cane: Provided that—

(a) sucrose in cane delivered to a mill by the Sugar Association's Experiment Station and which is grown for experimental purposes as approved by the Sugar Association from time to time, shall be classified as A Pool sucrose in the same proportion as the gross deliveries of A Pool sucrose by all A Pool quota holders in the industry, bears to the gross sucrose deliveries of sucrose to all mills by all growers, excluding Small Growers, in the relevant year, and the balance shall be classified as B Pool sucrose;

(b) any sucrose in cane delivered to a mill by the Experiment Station which is grown other than for experimental purposes shall, to the extent approved by the Sugar Association from time to time, be classified in a manner to be determined by the Sugar Association in each case.

Suspense cane

(2) If the Central Board is satisfied in any particular case that a grower's deliveries were made from land not registered in the name of the grower concerned, and if such deliveries have not been authorised by the Central Board under the provisions of subparagraph (1), the Central Board may cancel and delete in the name of the grower concerned any such deliveries, whereupon—

(a) such deliveries shall be recorded as suspense cane, payment for which shall be forfeited by the grower concerned to the Sugar Association;

(b) the Central Board may impose a penalty on the grower concerned not exceeding the A Pool value of such cane, which penalty shall be paid to the Sugar Association; and

(c) such deliveries shall not form part of any performance of the basic, provisional or contingency quota of the grower concerned.

(3) (a) Any sum to be forfeited in terms of subparagraph (2) (a) or penalty imposed in terms of subparagraph (2) (b) shall constitute a debt due and payable by the grower to the Sugar Association.

(b) A certificate signed by the Chairman of the Central Board specifying therein the amount to be forfeited in terms of subparagraph (2) (a), or the amount of any penalty imposed upon a grower in terms of subparagraph (2) (b) shall, upon receipt thereof by a mill, constitute sufficient authority for such mill to deduct such amounts from any proceeds as are due, or as may become due to such grower by the mill, and to pay such amounts to the Sugar Association.

(4) The Central Board may withhold its consent to the transfer of a quota by a grower, or to the transfer by any Small Grower of his Small Grower Entitlement, during any period in which any amount due to the Sugar Association in accordance with subparagraph (2) (a) or (b), remains outstanding.

(5) If the Central Board is satisfied that any allocation or retention of quota has been achieved, or that any translation of provisional or contingency quota into basic quota has been recorded or not amended, as the case may be, in the Growers' Register, as a result of deliveries which were not in fact made only from land registered in the name of the grower concerned, the Central Board shall amend the Growers' Register so as to adjust the quota to a figure which the Central Board shall determine as being appropriate in the circumstances.

gemagtig deur die Sentrale Raad met die voorafgoedkeuring van die Suikervereniging, in welke geval sodanige riet as B-poel-riet ingedeel word: Met dien verstande dat—

(a) suikrose in riet gelever aan 'n meul deur die Suikervereniging se Proefstasie en wat vir proefdoeleindes gekweek is soos deur die Suikervereniging van tyd tot tyd goedgekeur, as A-poel-suikrose ingedeel word in dieselfde verhouding as wat die bruto lewerings van A-poel-suikrose deur alle A-poel-kwotahouers in die nywerheid tot die bruto suikrose lewerings van suikrose deur alle kwekers, uitgesonderd klein kwekers, by alle meule in die betrokke jaar staan, en dat die balans as B-poel-suikrose ingedeel word;

(b) suikrose in riet gelever aan 'n meul deur die Proefstasie wat nie vir proefdoeleindes gekweek is nie, tot die mate van tyd tot tyd deur die Suikervereniging goedgekeur, op 'n wyse deur die Suikervereniging in elke geval bepaal, ingedeel word.

Opgekorte riet

(2) Indien die Sentrale Raad in 'n besondere geval tevrede is dat 'n kweker se lewerings gedoen is vanaf grond wat nie die naam van die betrokke kweker geregistreer is nie, en indien sodanige lewerings nie deur die Sentrale Raad ingevolge die bepalings van subparagraaf (1) gemagtig is nie, kan die Sentrale Raad enige sodanige lewerings in die naam van die kweker kanselleer en skrap, waarop—

(a) sodanig lewerings as opgekorte riet opgeteken moet word en betaling daarvoor deur die betrokke kweker aan die Suikervereniging verbeur word;

(b) die Sentrale Raad kan die kweker 'n boete ople wat nie die A-poel waarde van sodanige riet te bowe gaan nie, welke boete aan die Suikervereniging betaal moet word; en

(c) sodanige lewerings nie deel vorm van die voldoening van die betrokke kweker se basiese, voorlopige of voorwaardelike kwota nie.

(3) (a) 'n Bedrag wat verbeur staan te word ingevolge subparagraaf (2) (a), of boete opgelê ingevolge subparagraaf (2) (b), is 'n skuld en is betaalbaar deur die kweker aan die Suikervereniging.

(b) 'n Sertifikaat, onderteken deur die Voorsitter van die Sentrale Raad, waarin die bedrag wat ingevolge subparagraaf (2) (a) verbeur word, of die bedrag van enige boete wat 'n kweker ingevolge subparagraaf (2) (b) opgelê word, uiteengesit word, maak, na ontvangs deur 'n meul, voldoende magtiging uit vir sodanige meul om sodanige bedrae van enige opbrengs wat aan sodanige kweker toekom of mag toekom, af te trek, en om sodanige bedrae aan die Suikervereniging te betaal.

(4) Die Sentrale Raad mag toestemming weerhou vir die oordrag van 'n kwota deur 'n kweker, of vir die oordrag deur 'n Klein Kweker van sy Klein Kwekeregeregtheid, gedurende 'n tydperk waartydens 'n bedrag ingevolge subparagraaf (2) (a) of (b) verskuldig aan die Suikervereniging, nog uitstaande is.

(5) Indien die Sentrale Raad tevrede is dat 'n toekenning of 'n behoud van 'n kwota bewerkstellig is, of dat 'n omskepping van voorlopige of voorwaardelike kwota in basiese kwota in die Kwekersregister opgeteken of nie gewysig is nie, na gelang van die geval, as 'n gevolg van lewerings wat inderwaarheid nie slegs gedoen is vanaf grond wat in die naam van die betrokke kweker geregistreer is nie, moet die Sentrale Raad die Kwekersregister wysig om die kwota na 'n syfer aan te pas wat die Sentrale Raad moet bepaal as synde paslik onder omstandighede.

Powers relating to cane growing on unauthorised land

(6) (a) When any officer appointed by the Central Board in terms of subparagraph (10), discovers any cane growing on land situated within a mill area, or part of a mill area, which is not—

(i) registered land; or

(ii) land otherwise recorded with the Central Board in terms of this Schedule,

or which has ceased to be such land, the officer may, after consultation with the Local Pest and Disease Control Committee, issue an order to the occupier concerned directing him to destroy or eradicate within the period specified by the order, and in such manner as is directed by the order, all such cane, and the order may, at the discretion of the officer, include a direction to the occupier to harvest such cane for delivery to a designated mill.

(b) A copy of the order shall be sent to the Local Pest and Disease Control Committee and Mill Group Board having jurisdiction in the mill area concerned.

(7) (a) Any occupier may, within fourteen (14) days after the service of an order issued under subparagraph (6), appeal to the Central Board, which Board may, in its discretion, confirm, rescind or modify the order appealed against.

(b) The Central Board shall convey its decision to the occupier and to the Committee and Mill Group Board referred to in subparagraph (6) (b).

(8) (a) If any occupier fails to comply with an order issued under subparagraph (6) within the period specified in the order, or if an order is confirmed or modified in terms of subparagraph (7), and the occupier concerned fails to comply therewith within such period as may be specified by the Central Board, the Central Board may at the expense of such occupier cause such order to be carried out.

(b) No occupier shall be entitled to receive any compensation whatsoever in consequence of the eradication, destruction or harvesting of any cane by virtue of an order issued, confirmed or modified under subparagraph (6) or (7).

(9) The proceeds, if any, of cane harvested in terms of this paragraph, shall be forfeited to the Sugar Association.

(10) The Central Board may, for the purposes of this paragraph, appoint such number of persons as it may deem fit as officers, and shall provide for the identification of, and the written authority to be produced by, all officers so appointed.

(11) Every occupier of land situated in a mill area shall permit an officer, appointed in terms of subparagraph (10), on production by such officer of his written authority to enter upon his land in order to carry out any provision of this paragraph, or any order or instruction determined by the Central Board in terms thereof.

(12) The provisions of clause 69 of the Agreement shall apply *mutatis mutandis* to any order issued, confirmed or modified under subparagraph (6) or (7).

(13) For the purposes of this paragraph the expressions 'mill area', 'owner' and 'occupier', respectively, shall bear the meanings assigned to them in clause 65 (2) of the Agreement.

Translation of contingency and provisional quotas into basic quotas

8. (1) Contingency quotas and provisional quotas are subject to performance by growers before they can be translated into basic quotas.

Bevoegdthede in verband met die kweek van riet op onge-magtigde grond

(6) (a) Wanneer 'n beampte, aangestel deur die Sentrale Raad ingevolge subparagraaf (10), riet ontdek op grond, geleë binne 'n meulgebied of gedeelte van 'n meulgebied, wat nie—

(i) geregistreerde grond; of

(ii) grond wat andersins deur die Sentrale Raad ingevolge hierdie Bylae opgeteken was, is nie, of opgehou het om sodanige grond te wees,

kan die beampte, na oorleg met die Plaaslike Plaag- en Siektebeheerkomitee, 'n bevel aan die betrokke bewoner uitreik wat hom beveel om binne die tydperk in die bevel genoem en op dié wyse aangewys deur die bevel, alle sodanige riet te vernietig of uit te roei, en die bevel mag, na goeë dunks van die beampte, 'n opdrag aan die bewoner om sodanige riet te oes vir lewering aan 'n aangewese meul insluit.

(b) 'n Afskrif van die bevel moet aan die Plaaslike Plaag- en Siektebeheerkomitee en die Meulgroepraad wat jurisdiksie in die betrokke meulgebied het, gestuur word.

(7) (a) 'n Bewoner mag binne veertien (14) dae na 'n bevel, ingevolge subparagraaf (6), op hom gedien is, na die Sentrale Raad appelleer, welke Raad in sy diskresie, die bevel waarteen geappelleer is mag bevestig, ter syde stel of wysig.

(b) Die Sentrale Raad dra sy besluit aan die bewoner en die Komitee en die Meulgroepraad waarna in subparagraaf (6) (b) verwys word, oor.

(8) (a) Indien 'n bewoner in gebreke bly om aan 'n bevel ingevolge subparagraaf (6) te voldoen binne die tydperk in die bevel gespesifiseer, of indien 'n bevel bevestig of gewysig word ingevolge subparagraaf (7), en die betrokke bewoner bly in gebreke om daaraan te voldoen binne sodanige tydperk wat deur die Sentrale Raad gespesifiseer word, mag die Sentrale Raad op koste van sodanige bewoner bevel ten uitvoer laat bring.

(b) Geen bewoner is geregtig om enige vergoeding hoegenaamd te ontvang as gevolg van die uitroeiing, vernietiging of oes van enige riet uit hoofde van 'n bevel uitgereik, bevestig of gewysig ingevolge subparagraaf (6) of (7) nie.

(9) Die opbrengs, indien daar is, van riet geoes ingevolge hierdie paragraaf, word aan die Suikervereniging verbeur.

(10) Die Sentrale Raad kan, vir die doeleindes van hierdie paragraaf, sodanige aantal persone as wat hy dienstig ag as beamptes aanstel, en voorsiening maak vir die identifikasie van, en vir die geskrewe magtiging wat deur, alle beamptes aldus aangestel, vertoon moet word.

(11) Elke bewoner van grond geleë in 'n meulgebied moet 'n beampte, ingevolge subparagraaf (10) aangestel, by vertoning deur sodanige beampte van sy geskrewe magtiging om sy grond te betree, toelaat ten einde enige bepaling van hierdie paragraaf of enige bevel of opdrag uitgereik deur die Sentrale Raad ingevolge daarvan uit die voer.

(12) Die bepalinge van klousule 69 van die Ooreenkoms is *mutatis mutandis* van toepassing op 'n bevel uitgereik, bevestig of gewysig ingevolge subparagraaf (6) of (7).

(13) Vir die doeleindes van hierdie paragraaf het die uitdrukkings 'meulgebied', 'eienaar' en 'bewoner', onderskeidelik, dieselfde betekenis wat in klousule 65 (2) van die Ooreenkoms daaraan toegeskryf word.

Omskepping van Voorwaardelike en voorlopige kwotas in basiese kwotas

8. (1) Voorwaardelike kwotas en voorlopige kwotas is onderworpe aan vervulling deur kwekers voordat dit in basiese kwotas omskep kan word.

(2) With effect from the year commencing 1 May 1985, any grower who is or becomes recorded in the Growers' Register with a contingency quota, shall be required to perform such quota in four out of any five consecutive years falling within a seven year period, commencing upon the date of registration of any such contingency quota in his name, and upon such performance having been achieved such quota shall be translated into basic quota.

(3) If, at the end of the period of seven years following the date of registration of the said quota, the grower has not achieved the performance referred to in subparagraph (2), the average of his production in the best of any four of five consecutive years within the said seven year period shall be translated into basic quota.

(4) With effect from the year commencing 1 May 1985 any grower who is recorded in the Growers' Register with provisional quota, shall secure the translation of such provisional quota into basic quota in accordance with the following provisions:

(a) If the grower plants up an additional area of land which in the opinion of the Central Board is capable of producing the whole of such provisional quota he shall be required to perform the total of his basic quota, if any, plus his provisional quota, in four years out of any five consecutive years falling within a period of seven years, commencing upon the date of registration of such provisional quota, and upon such performance the whole of his provisional quota shall be translated into basic quota;

(b) in the event that the performance contemplated in subparagraph (a) is not achieved, there shall at the expiry of the said period of seven years be translated into basic quota that amount of the said provisional quota as is equal to the actual average production in respect of such grower's basic quota, if any, plus such provisional quota, during any five consecutive years within the said seven year period, less the amount of such grower's basic quota, if any;

(c) where the grower does not plant up an additional area of land which in the opinion of the Central Board is capable of producing the whole of such provisional quota, he shall be required to perform the total of his basic quota, if any, plus his provisional quota, in four out of five consecutive years following upon the date of registration of such provisional quota, and upon such performance the whole of his provisional quota shall be translated into basic quota; and

(d) in the event that the performance contemplated in subparagraph (c) is not achieved, there shall at the expiry of the said period of five years be translated into basic quota that amount of the said provisional quota as is equal to the actual average performance in respect of such grower's basic quota, if any, plus his provisional quota, during the said period of five years, less the amount of such grower's basic quota, if any.

(5) If the Central Board upon an appeal by a grower finds that any shortfall in deliveries of sucrose was due to abnormal circumstances which in the opinion of the Central Board were beyond the grower's control, the Central Board may, notwithstanding the provisions of subparagraphs (3), (4) (b) and (4) (d), grant such relief as the Central Board may determine.

(6) Any contingency or provisional quota or any portion thereof not translated into basic quota in accordance with the foregoing provisions of this paragraph, shall be cancelled in the name of the grower, and shall be held in trust in the name of the Central Board for further allocation in accordance with the provisions of paragraph 11.

(2) met ingang van die jaar wat op 1 Mei 1985 begin, word van elke kweker wat in die Kwekersregister met 'n voorwaardelike kwota aangeteken is of word, vereis om sodanige kwota te vervul in vier uit enige vyf opeenvolgende jare wat binne 'n sewe-jaar-tydperk val, beginnende op die datum van registrasie van enige sodanige voorwaardelike kwota in sy naam, en by sodanige vervulling word sodanige kwota in basiese kwota omskep.

(3) Indien die kweker teen die einde van die tydperk van sewe jaar wat volg op die datum van registrasie van die gemelde kwota, nie die vervulling in subparagraaf (2) bedoel, bereik het nie, word die gemiddelde van sy produksie in die beste van enige vier uit vyf opeenvolgende jare binne die gemelde sewe-jaar-tydperk in basiese kwota omskep.

(4) Met ingang van die jaar wat op 1 Mei 1985 begin, verseker 'n kweker wat in die Kwekersregister met voorlopige kwota aangeteken is, die omskepping van sodanige voorlopige kwota in basiese kwota ooreenkomstig die volgende bepalings:

(a) Indien die kweker bykomende grond beplant wat volgens die oordeel van die Sentrale Raad in Staat is om die hele voorlopige kwota te produseer, word van hom vereis om die totaal van sy basiese kwota, indien daar is, plus sy voorlopige kwota te vervul in vier jaar uit enige vyf opeenvolgende jare wat binne 'n tydperk van sewe jaar val, beginnende op die datum van registrasie van sodanig voorlopige kwota, en by sodanige vervulling moet sy hele voorlopige kwota in basiese kwota omskep word;

(b) ingeval die vervullingsvereistes bedoel in subparagraaf (a) nie bereik word nie, moet daar teen die verstryking van die genoemde tydperk van sewe jaar 'n hoeveelheid in basiese kwota omskep word wat gelyk is aan die werklike gemiddelde produksie ten opsigte van sodanige kweker se basiese kwota, indien daar is, plus sodanige voorlopige kwota gedurende enige vyf opeenvolgende jare binne genoemde sewe-jaar-tydperk, min die hoeveelheid van sodanige kweker se basiese kwota, indien daar is;

(c) indien 'n kweker nie 'n bykomende oppervlakte grond beplant nie wat volgens die oordeel van die Sentrale Raad in staat is om die hele sodanige voorlopige kwota, te produseer, word van hom verlang om die totaal van sy basiese kwota, indien daar is, te vervul, plus sy voorlopige kwota in vier uit vyf opeenvolgende jare wat volg na die datum van registrasie van sodanige voorlopige kwota, en by sodanige vervulling word sy hele voorlopige kwota in basiese kwota omskep; en

(d) ingeval die vervullingsvereistes bedoel in subparagraaf (c) nie bereik word nie, moet daar by die verstryking van die genoemde tydperk van vyf jaar 'n hoeveelheid van die genoemde voorlopige kwota in basiese kwota omskep word wat gelyk is aan die werklike gemiddelde vervulling ten opsigte van sodanige kweker se basiese kwota, indien daar is, plus sy voorlopige kwota, gedurende die genoemde tydperk van vyf jaar, min die hoeveelheid van sodanige kweker se basiese kwota, indien daar is.

(5) Indien die Sentrale Raad op appél deur die kweker vind dat enig tekort in sukroseleweringe die gevolg was van abnormale omstandighede wat volgens die Sentrale Raad se oordeel buite die kweker se beheer was, kan die Sentrale Raad, ondanks die bepalings van subparagrafe (3), (4) (b) en (4) (d), sodanige verligting as wat hy mag bepaal, toestaan.

(6) Enige voorwaardelike of voorlopige kwota of enige gedeelte daarvan wat nie in basiese kwota in ooreenstemming met die voorgaande bepalings van hierdie paragraaf omskep is nie, moet in die naam van die kweker gekanselleer word, en in trust in die naam van die Sentrale Raad gehou word vir verdere toekenning ooreenkomstig die bepalings van paragraaf 11.

(7) Any adjustment of quotas in terms of paragraph 7, or this paragraph, and the corresponding amendment of the Growers' Register, shall come into effect on 1 May of the next succeeding year.

Reduction of basic quotas

9. (1) In order to maintain the levels of their basic quotas, growers shall with effect from 1 May 1990, and every 1 May thereafter, deliver to a mill a mass of sucrose equivalent to not less than the full amount of their respective basic quotas in each of any two years out of every past five consecutive years on a moving annual basis, failing which the Central Board may reduce their basic quotas in accordance with subparagraph (2).

(2) (a) The Central Board shall, with effect from the close of the year ending 30 April 1990, and annually thereafter with effect from the close of each succeeding year, review the basic quotas of all growers in relation to their respective A Pool quota deliveries during the preceding five years, reckoned from the close of the year in question.

(b) In the event that any grower has not met the requirements specified in subparagraph (1), the basic quota of such grower may be reduced by the Board to the average of his best two years' A Pool quota deliveries during any such preceding period of five consecutive years.

(3) A grower's performance in terms of subparagraph (1) shall be measured against such grower's basic quota, excluding any interim increase in deliveries granted in terms of paragraphs 22 (4) to (6), inclusive: Provided that if in any relevant year a grower performs fully in respect of his basic quota, and also either wholly or partly in respect of any such interim increase, such performance in excess of one hundred per cent (100 %) of the basic quota shall, for the purposes of subparagraphs (1) and (2), be taken into account by the Board in the calculation of the average of such grower's best two years' A Pool quota deliveries.

(4) Within fourteen (14) days of making any decision in terms of subparagraph (2), the Central Board shall notify the grower in writing of its intention to declare the relevant portion of such grower's basic quota reduced and, unless the grower satisfies the Central Board in such manner as may be prescribed by the Central Board that the circumstances giving rise to his shortfall in quota deliveries were due to abnormal circumstances which were in the opinion of the Central Board beyond the grower's control, the determination of the Central Board shall be made final and the provisions of subparagraph (5) shall apply.

(5) The portion with which any basic quota is reduced in accordance with the provisions of subparagraph (2), shall be cancelled in the name of the grower, and shall thereupon be allocated to the Central Board and held in trust in the name of the Central Board for further allocation in accordance with the provisions of paragraph 11.

(6) The adjustments to basic quotas referred to in this paragraph, and the corresponding amendment to the Grower's Register, shall come into effect on 1 May of the year following the expiration of the five (5) year period in question.

Industrial review of A Pool

10. (1) The Sugar Association—

(a) may with the approval of the Minister, review and determine the A Pool from time to time, and shall in any event carry out such review with effect from the commencement of the 1990/91 year, and on every fifth anniversary thereof;

(7) Enige aanpassing ingevolge paragraaf 7, of hierdie paragraaf, en die ooreenstemmende wysiging van die Kwekersregister, tree op 1 Mei van die eersvolgende jaar in werking.

Vermindering van basiese kwotas

9. (1) Ten einde die hoeveelhede van hul basiese kwotas te handhaaf, moet kwekers vanaf 1 Mei 1990, en elke 1 Mei daarna, 'n suikrosemassa aan 'n meul lewer wat gelyk is aan nie minder nie as die volle hoeveelheid van hul onderskeie basiese kwotas in elk van enige twee jare uit elke vyf afgelepe opeenvolgende jare, op 'n skuiwende jaarlikse grondslag, by onstentenis waarvan die Sentrale Raad hul basiese kwotas ooreenkomstig subparagraaf (2) kan verminder.

(2) (a) Die Sentrale Raad moet, vanaf die sluiting van die jaar wat op 30 April 1990 eindig, en jaarliks daarna vanaf die sluiting van elke volgende jaar, die basiese kwotas van alle kwekers met betrekking tot hul onderskeie A-poel-kwotalewerings gedurende die voorafgaande vyf jare, gereken vanaf die sluiting van die onderhawige jaar, hersien.

(b) Ingeval enige kweker nie aan die vereistes in subparagraaf (1) gespesifiseer voldoen het nie, kan die basiese kwota van sodanige kweker deur die Raad verminder word tot die gemiddelde van sy beste tweejaar-A-poel-kwotalewerings gedurende enige sodanige voorafgaande tydperk van vyf agtereenvolgende jare.

(3) 'n Kweker se vervulling kragtens subparagraaf (1) moet teen sodanige kweker se basiese kwota gemeet word, uitgesonderd enige tussentydse toename in lewerings wat kragtens paragrawe 22 (4) tot en met (6) toegestaan is: Met dien verstande dat indien 'n kweker in enige betrokke jaar sy basiese kwota ten volle vervul en ook ten volle of gedeeltelik ten opsigte van sodanige tussentydse toename, word sodanige vervulling bo eenhonderd persent (100 %) van die basiese kwota vir die doeleindes van subparagrawe (1) en (2) in ag geneem deur die Raad in die berekening van die gemiddelde van sodanige kweker se beste tweejaar-A-poel-kwotalewerings.

(4) Binne veertien (14) dae nadat 'n besluit ingevolge subparagraaf (2) geneem is, moet die Sentrale Raad die kweker skriftelik in kennis stel van sy voorneme om die betrokke gedeelte van sodanige kweker se basiese kwota te verminder en, tensy die kweker die Sentrale Raad op so 'n wyse tevrede stel as wat die Sentrale Raad mag voorskryf dat die omstandighede wat tot die tekort in kwotalewerings aanleiding gegee het as gevolg van abnormale omstandighede was wat volgens die oordeel van die Sentrale Raad buite die kweker se beheer was, is die beslissing van die Sentrale Raad finaal en is die bepaling van subparagraaf (5) van toepassing.

(5) Die gedeelte waarmee 'n basiese kwota ooreenkomstig die bepaling van subparagraaf (2) verminder word, moet in die naam van die kweker gekanselleer word, en daarop aan die Sentrale Raad toegewys en in die naam van die Sentrale Raad vir verdere toedeling ooreenkomstig die bepaling van paragraaf 11 in die naam van die Sentrale Raad in trust gehou word.

(6) Die aanpassings van die basiese kwotas in hierdie paragraaf vermeld, en die ooreenstemmende wysiging van die Kwekersregister, tree op 1 Mei van die jaar wat volg op die verstryking van die betrokke vyf-jaar-tydperk in werking.

Nywerheidshersiening van die A-poel

10. (1) Die Suikervereniging—

(a) met die Minister se goedkeuring, kan van tyd tot tyd die A-poel hersien en vasstel, en moet in elk geval vanaf die ingang van die 1990/91-jaar en op elke vyfde verjaring daarna, sodanige hersiening doen;

(b) shall, in the event of its determining that interim increases in A Pool requirements in terms of paragraph 22 (4) to (6), are likely to be consistently in excess of ten per cent (10 %) above the A Pool base level, with the approval of the Minister, review and determine the A Pool.

(2) On such review and determination the Sugar Association shall establish—

(a) the A Pool base level;

(b) having regard to the registered land and sucrose deliveries of existing Small Growers and the need, if any, to allocate additional land to Small Growers, that mass of sucrose which shall be allocated, for purposes of this paragraph, to Small Growers as deemed A Pool deliveries referred to in subparagraph (3); and

(c) that proportion of the increase in the A Pool base level as shall be set aside for allocation as contingency quota in accordance with paragraph 3 (17) to 3 (25), inclusive.

Small Growers and contingency quota

Small Growers

(3) Following the determination in terms of subparagraph (2) (b), the Sugar Association shall in consultation with the Minister determine—

(a) that proportion of the mass of sucrose determined in terms of subparagraph (2) (a) as shall be deemed to be the A Pool allocation in respect of Small Growers which is to be deducted from the A Pool base level for the purposes of subparagraph (5); and

(b) the extent of, and the terms and conditions relating to, any adjustment, including any adjustment to be made to the registered land of Small Growers, as may be required to be made and, pursuant thereto, the Sugar Association may appropriate for the benefit of existing or future Small Growers such portion of any proposed increase of sucrose required for the A Pool as the Sugar Association in its discretion may determine, and may issue a further mandate in respect thereof in accordance with paragraph 4 (1).

Contingency quota

(4) Following a determination in terms of subparagraph (2) (c), the Sugar Association shall in consultation with the Minister determine—

(a) that aggregate mass of sucrose to be set aside for allocation as contingency quota; and

(b) the terms and conditions applicable to such allocation of contingency quota.

Quota holders

(5) (a) The A Pool base level as established in terms of subparagraph (2) (a), after deduction of—

(i) the deemed Small Grower allocation to the A Pool established in terms of subparagraph (3) (a); and

(ii) the aggregate mass of sucrose to be set aside, in terms of subparagraph (4) (a), as contingency quota,

shall be hereinafter referred to as the Basic Quota Base Level.

(b) The aggregate of all A Pool quotas in existence at the relevant date (as defined in this subparagraph), shall be deducted from the Basic Quota Base Level, and the remainder (referred to in this paragraph as 'the increase'), if any, shall be allocated to all holders of A Pool quota at the

(b) moet, ingeval hy vasstel dat die tussentydse vermeerderings in A-poel behoeftes kragtens paragraaf 22 (4) tot (6) waarskynlik voortdurend meer as 10 persent (10 %) bo die A-poel se basisvlak sal wees, met die Minister se toestemming, die A-poel hersien en vasstel.

(2) By sodanige hersiening en vasstelling moet die Suikervereniging—

(a) die A-poel-basisvlak bepaal;

(b) met inagneming van die geregistreerde grond en sukroselewings van bestaande Klein Kwekers en die behoefte, indien enige, om bykomende grond aan Klein Kwekers toe te ken, daardie sukrosemassa wat vir doeleindes van hierdie paragraaf toegeken sal word, aan Klein Kwekers as geagte A-poel-lewings in subparagraaf (3) vermeld, bepaal; en

(c) daardie gedeelte van die vermeerdering in die A-poel-basisvlak bepaal wat opsy gesit moet word as voorwaardelike kwota ooreenkomstig paragraaf 3 (17) tot en met (25).

Klein Kwekers en voorwaardelike kwota

Klein Kwekers

(3) Volgende op die bepaling ingevolge subparagraaf (2) (b), moet die Suikervereniging in oorleg met die Minister—

(a) daardie gedeelte van die sukrosemassa wat ingevolge subparagraaf (2) (a) bepaal is as geag die A-poel-toekenning ten opsigte van Klein Kwekers te wees, en wat van die A-poel-basisvlak vir die doeleindes van subparagraaf (5) afgetrek sal word, bepaal; en

(b) die mate van en die voorwaardes met betrekking tot enige aanpassing, met inbegrip van enige aanpassing wat aan die geregistreerde grond vir Klein Kwekers gemaak sal word, wat nodig mag wees, bepaal, en na aanleiding daarvan kan die Suikervereniging vir die voordeel van bestaande of toekomstige Klein Kwekers sodanige gedeelte van enige voorgestelde vermeerdering van sukrose wat vir die A-poel benodig word, as wat die Suikervereniging volgens sy voordeel mag bepaal, afsonder en ten opsigte daarvan 'n verdere opdrag ooreenkomstig paragraaf 4 (1) uitreik.

Voorwaardelike kwota

(4) Na 'n vasstelling ingevolge subparagraaf (2) (c), moet die Suikervereniging in oorleg met die Minister—

(i) die totale sukrosemassa wat vir toekenning as voorwaardelike kwota opsy gesit moet word, bepaal; en

(ii) die voorwaardes van toepassing op sodanige toekenning van voorwaardelike kwota bepaal.

Kwotahouers

(5) (a) Die A-poel-basisvlak soos ingevolge subparagraaf (2) (a) bepaal, na aftrekking van—

(i) die geagte Klein Kwekertoekenning aan die A-poel ingevolge subparagraaf (3) (a) vasgestel; en

(ii) die totale sukrosemassa wat ingevolge subparagraaf (4) (a) as voorwaardelike kwota opsy gesit moet word,

word hieronder die Basiese-kwota-basisvlak genoem.

(b) Die totaal van die A-poel-kwotas wat op die betrokke datum bestaan (soos in hierdie subparagraaf omskryf), word van die Basiese-kwota-basisvlak afgetrek, en die res (in hierdie paragraaf 'die toename' genoem), indien daar is, word aan alle houers van A-poel-kwotas toegeken aan die

commencement of the year in which such allocation becomes effective (in this paragraph referred to as 'the relevant date') in accordance with the following provisions:

(i) Twenty-five per cent (25 %) of the increase shall be allocated by the Sugar Association equally among all holders of A Pool quota at the relevant date, but subject to the provisions of this subparagraph and of subparagraphs (6) to (10), inclusive; and

(ii) seventy-five per cent (75 %) of the increase shall be allocated by the Sugar Association among the holders of A Pool quota at the relevant date, in the ratio which the mass of their respective A Pool quotas bear to the aggregate mass of all the A Pool quotas in question, but subject to the remaining provisions of this subparagraph and of subparagraphs (6) to (10), inclusive.

(6) The Central Board shall determine for all growers referred to in subparagraph (5) (b) (i) and (ii) a percentage achievement of A Pool quota by the grower in question (referred to in this paragraph as 'the relevant percentage'), as follows:

(a) Where a grower has held A Pool quota during the five years immediately preceding the relevant date, the relevant percentage shall be the average in the best out of any four years during such five year period of the percentages of such grower's A Pool sucrose deliveries measured each year against such grower's A Pool quota in the year in question: Provided that in determining such percentage any achievement in excess of one hundred per cent (100 %) of his A Pool quota in any year, shall to such extent not be taken into account;

(b) where a grower has held A Pool quota for less than the five years immediately preceding the relevant date, the relevant percentage shall be the average, out of all years in which A Pool deliveries were made, of the percentages of such grower's A Pool sucrose deliveries measured each year against such grower's A Pool quota in the year in question: Provided that in determining such percentage any achievement in excess of one hundred per cent (100 %) of his A Pool quota in any year shall, to such extent, not be taken into account; and

(c) where insufficient information is available for purposes of calculating the relevant percentage in accordance with subparagraphs (a) or (b), or in the event that the application of those subparagraphs results in a relevant percentage which in the opinion of the Central Board is inappropriate, the Central Board shall determine an appropriate relevant percentage for any grower.

(7) The allocations of the increase to growers in accordance with subparagraph (5) (b) (i) and (ii) shall where applicable, be reduced by the extent by which such grower's relevant percentage is less than one hundred per cent (100 %).

(8) The aggregate of the increase not allocated to growers as a result of the application of the provisions of subparagraph (7), shall be allocated by the Central Board to A Pool quota holders at the relevant date *mutatis mutandis* in accordance with subparagraphs (5) (b) (i) and (ii) as if the aggregate of any increase not so allocated, constituted 'the increase' as referred to in those subparagraphs: Provided that—

(a) the provisions of subparagraphs (6) and (7) shall not be applied to any allocation in terms of this subparagraph; and

(b) growers whose allocations were reduced as a result of the application of the provisions of subparagraph (7), shall not receive any allocation of quota in terms of this subparagraph.

begin van die jaar waarin sodanige toekenning in werking tree (in hierdie paragraaf 'die betrokke datum' genoem) in ooreenstemming met die volgende bepalings:

(i) Vyf-en-twintig persent (25 %) van die toename word deur die Suikervereniging gelykop tussen alle houters van A-poel-kwotas op die betrokke datum maar onderworpe aan die bepalings van hierdie subparagraaf en van subparagraawe (6) tot en met (10), toegeken; en

(ii) vyf-en-sewentig persent (75 %) van die toename word deur die Suikervereniging tussen die houters van A-poel-kwota op die betrokke datum toegeken, in dieselfde verhouding as wat die massa van hul onderskeie A-poel-kwotas tot die totale massa van al die onderhawige A-poel-kwotas staan, maar onderworpe aan die oorblywende bepalings van hierdie subparagraaf, en van subparagraawe (6) tot en met (10).

(6) Die Sentrale Raad bepaal vir alle kwekers in subparagraaf (5) (b) (i) en (ii) vermeld, 'n persentasieprestasie van A-poel-kwota deur die betrokke kweker (in hierdie paragraaf 'die betrokke persentasie' genoem), soos volg:

(a) Waar 'n kweker gedurende die vyf jaar wat die betrokke datum voorafgaan A-poel-kwota gehou het, is die betrokke persentasie die gemiddelde van die beste uit enige vier jaar gedurende sodanige vyf jaar-tydperk van die persentasies van sodanige kweker se A-poel-sukroseleweringe wat elke jaar teen sodanige kweker se A-poel-kwota in die betrokke jaar gemeet word: Met dien verstande dat in die bepaling van sodanige persentasie, enige prestasie wat eenhonderd persent (100 %) van sy A-poel-kwota vir enige jaar te bowe gaan, tot sodanige mate nie in aanmerking geneem word nie;

(b) waar 'n kweker A-poel-kwota vir minder as die vyf jaar wat die betrokke datum voorafgaan, gehou het, is die betrokke persentasie die gemiddelde, uit alle jare waarin A-poel-leweringe gemaak is, van die persentasies van sodanige kweker se A-poel-sukroseleweringe wat elke jaar teen sodanige kweker se A-poel-kwota in die betrokke jaar gemeet word: Met dien verstande dat in die bepaling van sodanige persentasie, enige prestasie wat eenhonderd persent (100 %) van sy A-poel-kwota vir enige jaar te bowe gaan tot sodanige mate nie in aanmerking geneem word nie; en

(c) waar onvoldoende inligting vir die doeleindes van die berekening van die betrokke persentasies ooreenkomstig subparagraawe (a) of (b) beskikbaar is, of die toepassing van daardie subparagraawe 'n betrokke persentasie tot gevolg het wat na die Sentrale Raad se oordeel onvanpas is, moet die Sentrale Raad 'n paslike betrokke persentasie vir elke kweker bereken.

(7) Die toekennings van die toename aan kwekers ooreenkomstig subparagraaf (5) (b) (i) en (ii) word, waar van toepassing, verminder met die mate waarby sodanige kweker se persentasie minder as eenhonderd persent (100 %) is.

(8) Die totaal van die toename wat nie aan kwekers toegeken is nie as gevolg van die toepassing van die bepalings van subparagraaf (7), word deur die Sentrale Raad aan die A-poel-kwotahouers op die betrokke datum toegeken *mutatis mutandis* ooreenkomstig subparagraaf (5) (b) (i) en (ii) asof die totaal van enige toename wat nie aldus toegeken is nie, 'die toename' soos in daardie subparagraawe bedoel, verteenwoordig: Met dien verstande—

(a) dat die bepalings van subparagraawe (6) en (7) nie op enige toekenning ingevolge hierdie paragraaf toegepas word nie; en

(b) dat kwekers wie se toekennings as gevolg van die toepassing van die bepalings van subparagraaf (7) verminder is, nie enige kwotatoekenning ingevolge hierdie paragraaf ontvang nie.

(9) Any grower who has been allocated an increase in quota in terms of subparagraphs (5) to (10) inclusive, shall be entitled, within one year of the date of such allocation, to require the Central Board to register in such grower's name an area of additional land sufficient in the opinion of the Central Board to enable such grower to fulfil such additional A Pool quota allocation, but only if such land otherwise satisfies the requirements of the Agreement.

(10) Any A Pool quota allocated in terms of subparagraph (5), shall be registered as basic quota.

(11) Any allocation of quota or determination of Small Grower Entitlement in terms of this paragraph, shall be effective at the commencement of the year in which the review of the A Pool is made pursuant to the provisions of subparagraph (1), unless otherwise determined by the Sugar Association.

Allocation of quotas held in trust

11. (1) Quotas previously recorded in the names of growers, and which have been cancelled in terms of paragraphs 3 (11), 6 (10), 8 or 9, shall be recorded in the Growers' Register as being held in the name of the Central Board in trust, until such time as they are re-allocated in accordance with the provisions of this paragraph.

(2) With effect from the commencement of the 1990/91 year, and on every fifth anniversary thereafter, the Sugar Association shall allocate all quotas held in trust in the name of the Central Board to all growers holding A pool quota at the commencement of the year in which such allocation becomes effective (hereinafter in this paragraph and in paragraph 15 (4) (b) (ii), referred to as 'the relevant date') in accordance with the provisions of this paragraph: Provided that if any allocation of quota is made in terms of paragraph 10 (5) at any time other than that stated in the foregoing provisions of this subparagraph, all such quota held in trust shall be allocated concurrently therewith.

(3) Subject to paragraph 8 (7), such quota held in trust shall be allocated with effect from the relevant date as if such quota constituted that percentage of the increase referred to in paragraph 10 (5) (b) (ii), and the provisions of paragraphs 10 (5) to (11), inclusive, shall *mutatis mutandis* apply thereto.

B Pool allowance

12. Subject to the provisions of this Schedule and more particularly paragraphs 6, 14 and 24 thereof, growers may grow, and with the agreement of the receiving mill be entitled to deliver, in each season B Pool cane yielding a sucrose mass not exceeding the sucrose mass of the A Pool quota registered in the name of the grower concerned: Provided that—

(a) such cane is grown upon land duly registered in accordance with the provisions of this Schedule; and

(b) the Sugar Association shall with the approval of the Minister be entitled from time to time to authorise the Central Board to permit growers to exceed the limits imposed in terms of this paragraph.

Year of delivery of cane

13. 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.

(9) 'n Kweker aan wie 'n vermeerdering in kwota ingevolge subparagrafe (5) tot en met (10) toegeken is, is daarop geregtig om, binne een jaar vanaf die datum van sodanige toekenning, van die Sentrale Raad te vereis om in sodanige kweker se naam 'n oppervlakte bykomende grond te registreer wat volgens die oordeel van die Sentrale Raad voldoende is om sodanige kweker in staat te stel om sodanige bykomende A-poel-toekenning te vervul, maar slegs indien sodanige grond andersins aan die vereistes van die Ooreenkoms voldoen.

(10) 'n A-poel-kwota ingevolge subparagraaf (5) toegeken, word as basiese kwota geregistreer.

(11) Enige toekenning van kwota of bepaling van Klein Kwekergeregtigdheid ingevolge hierdie paragraaf, tree aan die begin van die jaar waarin die hersiening van die A-poel ooreenkomstig die bepalings van subparagraaf (1) gedoen word in werking, tensy anders deur die Suikervereniging bepaal word.

Toekenning van kwotas wat in trust gehou word

11. (1) Kwotas wat voorheen in die name van kwekers aangeteken was, en welke kwotas ingevolge paragrafe 3 (11), 6 (10), 8 of 9 gekanselleer is, word in die Kwekersregister aangeteken as synde in die naam van die Sentrale Raad in trust gehou tot sodanige tyd as wat dit ooreenkomstig die bepalings van hierdie paragraaf hertoegewen word.

(2) Vanaf die aanvang van die 1990/91-jaar, en op elke vyfde verjaring daarna, ken die Suikervereniging alle kwota wat in trust in die naam van die Sentrale Raad gehou word aan alle kwekers toe wat 'n A-poel-kwota by die aanvang van die jaar waarin sodanige toekenning van krag word (hieronder in hierdie paragraaf, en in paragraaf 15 (4) (b) (ii), 'die betrokke datum' genoem) ooreenkomstig die bepalings van hierdie paragraaf: Met dien verstande dat indien enige toekenning ingevolge paragraaf 10 (5) op enige ander tyd as dié vermeld in die voorgaande bepalings van hierdie subparagraaf, gemaak word, alle sodanige kwota wat in trust gehou word, gelyktydig daarmee toegeken sal word.

(3) Behoudens paragraaf 8 (7), word sodanige kwota wat in trust gehou word, toegeken met ingang van die betrokke datum asof sodanige kwota daardie persentasie van die toename in paragraaf 10 (5) (b) (ii) bedoel, verteenwoordig, en die bepalings van paragrafe 10 (5) tot en met (11) is *mutatis mutandis* daarop van toepassing.

B-poel-toelating

12. Behoudens die bepalings van hierdie Bylae, en meer in die besonder paragrafe 6, 14 en 24 daarvan, mag kwekers, in elke seisoen, B-poel-riet kweek, en is met die goedkeuring van die ontvangende meul geregtig om sodanige riet wat 'n suikrosemassa oplewer wat nie die suikrosemassa van die A-poel, in die naam van die betrokke kweker registreer, oorskry nie, te lewer: Met dien verstande dat—

(a) sodanige riet gekweek word op grond behoorlik ooreenkomstig die bepalings van hierdie Bylae geregistreer; en

(b) die Suikervereniging met die goedkeuring van die Minister geregtig is om van tyd tot tyd die Sentrale Raad te magtig om kwekers toe te laat om die beperkings ingevolge hierdie paragraaf opgelê, te oorskry.

Jaar waarin riet gelever word

13. Riet wat deur 'n kweker vir die produksie van suiker in Aprilmaand gelever word, en enige suiker aldus geproduseer, is vir die rekening van die eersvolgende jaar.

Restrictive control of production

14. (1) The Sugar Association may from time to time, with the approval of the Minister and according to available markets, impose restrictive control of production in accordance with the provisions of this Schedule and such rules as may be prescribed, if any, by the Sugar Association, and may at any time so suspend the imposition of such control.

(2) Restrictive control of production shall be imposed by the Sugar Association in the B Pool first, and only if such restriction is found not to be adequate, shall restrictive control of production be imposed in the A Pool.

(3) If restrictive control of production is imposed by the Sugar Association in the B Pool, a determination shall be made of the aggregate mass of sucrose in the B Pool for the industry as a whole which growers holding A Pool quota shall be entitled to produce, and such aggregate mass of sucrose in the B Pool shall be allocated to growers holding A Pool quota at the date upon which restrictive control of production in the B Pool becomes effective (hereinafter in this paragraph referred to as 'the relevant date'), and who have B Pool cane available at such date, as follows:

(a) If restrictive control of production in the B Pool is introduced prior to 30 April 1988, the aggregate mass of sucrose in the B Pool shall be allocated among A Pool quota holders *pro rata* to the A Pool quota of such holders at the relevant date; or

(b) if restrictive control of production in the B Pool is introduced after 30 April 1988, the aggregate mass of sucrose in the B Pool shall be allocated among each A Pool quota holder at the relevant date *pro rata* to the aggregate of the relevant deliveries of sucrose in the B Pool by each such grower in the three years immediately preceding the relevant date: Provided that in the case of growers holding contingency quota only, and who had made application to the Central Board during the three years immediately preceding the relevant date to register up to the additional twenty per cent (20 %) of land area referred to in paragraph 3 (25) and had, following the registration by the Central Board of such additional area, planted up such area, such contingency quota holders shall, on application to the Central Board, be allocated a deemed aggregate B Pool delivery in respect of the relevant three years based upon such estimated yield in respect of the said additional area as has been planted up as the Central Board may decide, having regard, where practical, to the production yields of the grower concerned.

(4) If restrictive control of production is imposed in the A Pool, the Sugar Association shall determine the maximum aggregate A Pool sucrose which growers holding A Pool quotas shall be entitled to deliver, and each grower holding A Pool quota shall be allocated a delivery entitlement, with effect from the date upon which such restrictive control of production in the A Pool becomes effective, *pro rata* to the respective A Pool quotas of such growers at such date.

(5) When restrictive control of production is in force pursuant to the provisions of this paragraph, any shortfall in production which manifests itself from time to time, following receipt of growers' estimates of cane made in accordance with paragraph 17 (3) to (9), inclusive, of this Schedule, shall be redistributed by the Central Board with the approval of the Sugar Association at such intervals and time or times as the Sugar Association may determine to growers, as follows:

(a) Where restrictive control of production is imposed in the B Pool prior to 30 April 1988, any such shortfall shall be redistributed among growers *mutatis mutandis* in accordance with subparagraph (3) (a);

Beperkende beheer oor produksie

14. (1) Die Suikervereniging kan van tyd tot tyd, met die goedkeuring van die Minister en ooreenkomstig beskikbare markte, beperkende beheer oor produksie ooreenkomstig die bepalings van hierdie Bylae en sodanige reëls (indien enige) as wat deur die Suikervereniging voorgeskryf mag word, instel, en kan te enige tyd die instelling van sodanige beheer opskort.

(2) Beperkende beheer oor produksie deur die Suikervereniging word eerstens in die B-poel ingestel, en slegs indien bevind word dat sodanige beperking onvoldoende is, word beperkende beheer oor produksie in die A-poel ingestel.

(3) Indien beperkende beheer oor produksie deur die Suikervereniging in die B-poel ingestel word, word 'n bepaling van die totale suikrosemassa in die B-poel vir die nywerheid as geheel gedoen wat kwekers wat houers van A-poel-kwota is, geregtig is om te produseer, en sodanige totale suikrosemassa in die B-poel word aan kwekers wat 'n A-poel-kwota het op die datum waarop beperkende beheer oor produksie in die B-poel van krag word (hieronder in hierdie subparagraaf 'die betrokke datum' genoem), en wat B-poel-riet op sodanige datum het, soos volg toegeken:

(a) Indien beperkende beheer oor produksie in die B-poel voor 30 April 1988 ingestel word, word die totale suikrosemassa in die B-poel tussen A-poel-kwotahouers toegeken in verhouding tot die A-poel-kwota van sodanige houers op die betrokke datum; of

(b) indien beperkende beheer oor produksie in die B-poel na 30 April 1988 ingestel word, word die totale suikrosemassa in die B-poel aan elke A-poel-kwotahouer op die betrokke datum toegeken in verhouding tot die totaal van die betrokke suikroselecterings in die B-poel deur elke sodanige kweker in die drie jaar wat die betrokke datum voorafgaan: Met dien verstande dat in die geval van kwekers wat slegs voorwaardelike kwota het, en wat by die Sentrale Raad gedurende die drie jaar wat die betrokke jaar voorafgaan aansoek gedoen het om die bykomende twintig persent (20 %) grondoppervlakte vermeld in paragraaf 3 (25) te registreer, en wat, na die registrasie van sodanige bykomende kwota by die Sentrale Raad, sodanige oppervlakte beplant het, sodanige voorwaardelike kwotahouers op aansoek by die Sentrale Raad, 'n geagte totale B-poel-lewering ten opsigte van die betrokke drie jaar toegeken word, gebaseer op sodanige geskatte opbrengs ten opsigte van die gemelde bykomende oppervlakte wat beplant is, soos die Sentrale Raad mag besluit met inagneming, waar doenlik, van die produksie-opbrengs van die betrokke kweker.

(4) Indien beperkende beheer oor produksie in die A-poel ingestel word, bepaal die Suikervereniging die maksimum totale A-poel-suikrosemassa wat kwekers wat A-poel-kwotas het, geregtig is om te lewer, en aan elke kweker wat 'n A-poel-kwota het, word 'n leweringsgeregtigheid toegeken vanaf die datum waarop sodanige beperkende beheer oor produksie in die A-poel in werking tree, *pro rata* tot die onderskeie A-poel-kwotas van sodanige kwekers op sodanige datum.

(5) Wanneer beperkende beheer oor produksie van krag is, uit hoofde van die bepalings van hierdie paragraaf, word enige produksietekort wat van tyd tot tyd aan die lig kom, na ontvangs van kwekers se rietskattings wat ooreenkomstig paragraaf 17 (3) tot en met (9) van hierdie Bylae gemaak word, deur die Sentrale Raad met die goedkeuring van die Suikervereniging met die tussenposes en op die tyd of tye wat die Suikervereniging bepaal, aan kwekers soos volg herverdeel:

(a) Waar beperkende beheer oor produksie in die B-poel voor 30 April 1988 ingestel word, word enige sodanige tekort herverdeel tussen kwekers *mutatis mutandis* ooreenkomstig subparagraaf (3) (a);

(b) where restrictive control of production is imposed in the B Pool after 30 April 1988, any shortfall in production by growers attached to any mill shall be distributed among growers attached to such mill *mutatis mutandis* in accordance with subparagraph (3) (b): Provided that in the event of the growers attached to such mill being unable to take up any such shortfall, such balance of the shortfall as is not capable of being so taken up, shall be distributed to all growers *mutatis mutandis* in accordance with subparagraph (3) (b); and

(c) where restrictive control of production is imposed in the A pool, any such shortfall shall be redistributed among growers *mutatis mutandis* in accordance with subparagraph (4),

but subject to such adjustments as the Sugar Association may decide having regard to the availability of cane from growers.

(6) (a) When restrictive control of production is in force pursuant to the provisions of this paragraph, any amount due by a mill to any grower in respect of overdeliveries of sucrose by such grower in any year, shall be paid by the mill to the Sugar Association, and not to the grower.

(b) The Sugar Association shall retain such amount, and shall pay it to the grower at the end of the year following the year in which such overdelivery occurred.

(c) In the event that restrictive control of production is still in force in the year following the year in which such overdelivery occurred, the sucrose delivery allocations of the relevant grower in such year, whether in the A Pool or in the B Pool, shall be reduced by an amount equivalent to the sucrose amount of such overdeliveries for as long as such restrictive control of production continues.

(7) For the purposes of restrictive control of production in terms of this paragraph, the Central Board may with the approval of the Sugar Association determine any matter not specifically provided for, and generally frame rules of procedure for the better carrying out of such restrictive control of production.

Mill Entitlements

15. (1) There shall be allocated to each mill, a Mill Entitlement expressed in tons sucrose, which shall be the total of—

(a) subject to subparagraph (4) (b), the basic quotas of all growers recorded in the Mills' Register as being attached to such mill, including the basic quotas of any growers which may be accommodated at such mill in accordance with the provisions of paragraph 34;

(b) deliveries of A Pool sucrose pursuant to any interim increase in the delivery allocations of growers, attached to such mill, made in terms of paragraph 22 (4) to (6);

(c) the actual deliveries of A Pool sucrose to such mill during the season in question which are, in respect of the contingency or provisional quotas of growers, attached to such mill, or accommodated at such mill in accordance with the provisions of paragraph 34;

(d) the deemed deliveries to a mill of A Pool sucrose in each year of all Small Growers attached or diverted to such mill, or accommodated at such mill upon a closure in terms of paragraph 34;

(e) such deliveries of all A Pool sucrose as are diverted to such mill in accordance with the provisions of this Schedule read with clause 38 of the Agreement; and

(b) waar beperkende beheer oor produksie in die B-poel ingestel word na 30 April 1988, word enige tekort in produksie van kwekers verbonde aan 'n meul verdeel onder kwekers wat aan sodanige meul verbonde is *mutatis mutandis* ooreenkomstig subparagraaf (3) (b): Met dien verstande dat ingeval die kwekers wat aan sodanige meul verbonde is nie in staat is om enige sodanige tekort op te neem nie, sodanige balans van die tekort wat nie aldus opgeneem kan word nie, verdeel word tussen alle kwekers *mutatis mutandis* ooreenkomstig subparagraaf (3) (b); en

(c) waar beperkende beheer oor produksie in die A-poel ingestel word, word enige sodanige tekort herverdeel tussen kwekers *mutatis mutandis* ooreenkomstig subparagraaf (4), maar onderworpe aan sodanige aanpassings as wat die Suikervereniging met inagneming van die beskikbaarheid van riet van kwekers mag besluit.

(6) (a) Wanneer beperkende beheer oor produksie uit hoofde van die bepalings van hierdie paragraaf van krag is; word 'n bedrag deur 'n meul aan 'n kweker verskuldig ten opsigte van suikrose wat deur sodanige kweker in 'n jaar in oormaat gelewer is, deur die meul aan die Suikervereniging, en nie aan die kweker nie, betaal.

(b) Die Suikervereniging hou sodanige bedrag terug, en betaal dit aan die kweker by die einde van die jaar wat volg op die jaar waarin sodanige oormaatleweringe voorgekom het.

(c) Ingeval beperkende beheer oor produksie steeds van krag is in die jaar wat volg op die jaar waarin die oormaatleweringe voorgekom het, word die suikrosetoekenning van die betrokke kweker in sodanige jaar verminder, hetsy in die A-poel of die B-poel, met 'n hoeveelheid gelyk aan die suikrosetoekenning van sodanige oormaatleweringe vir so lank as wat beperkende beheer oor produksie voortgesit word.

(7) Vir die doeleindes van beperkende beheer oor produksie ingevolge hierdie paragraaf, kan die Sentrale Raad met die goedkeuring van die Suikervereniging enige aangeleentheid bepaal waarvoor nie spesifiek voorsiening gemaak word nie, en in die algemeen prosedurereëls vir die beter uitvoering van sodanige beperkende beheer oor produksie opstel.

Meulgeregtighede

15. (1) Daar word aan elke meul 'n Meulgeregtigheid, uitgedruk in ton suikrose, toegeken, wat die som is van—

(a) behoudens die bepalings van subparagraaf (4) (b), die basiese kwotas van alle kwekers wat in die Meulregister as synde verbonde aan sodanige meul aangeteken is, met inbegrip van die basiese kwotas van enige kwekers wat ooreenkomstig die bepalings van paragraaf 34 by sodanige meul geakkommodeer mag word;

(b) lewerings van A-poel-sukrose ooreenkomstig enige tussentydse vermeerdering in leweringstoekenning van kwekers, wat aan sodanige meul verbonde is, ingevolge paragraaf 22 (4) tot (6);

(c) die werklike lewerings van A-poel-sukrose aan sodanige meul gedurende die betrokke seisoen ten opsigte van die voorwaardelike en voorlopige kwotas van kwekers wat aan sodanige meul verbonde is, of by sodanige meul ooreenkomstig die bepalings van paragraaf 34 geakkommodeer word;

(d) die geagte lewerings van A-poel-sukrose aan 'n meul in elke jaar van alle Klein Kwekers verbonde aan of afgewend na sodanige meul, of by sodanige meul geakkommodeer by 'n sluiting ingevolge paragraaf 34;

(e) sodanige lewerings van alle A-poel-sukrose as wat na sodanige meul afgewend is ooreenkomstig die bepalings van hierdie Bylae saamgelees met klousule 38 van die Ooreenkoms; en

(f) such deliveries of sucrose in cane as are deemed to be A Pool sucrose in accordance with paragraphs 7 (1) (a) and (b);

less

(g) the aggregate of all A Pool deliveries and deemed A Pool deliveries of sucrose in each season of all growers and Small Growers attached to such mill as are diverted from the mill in terms of clause 38 of the Agreement:

Provided that the Mill Entitlement of a mill shall be subject to the provisions of paragraphs 25 (1) and (3).

(2) The Mill Entitlement of each mill in each season shall be based upon an estimate made by the Sugar Association at the commencement of the season of the factors enumerated in subparagraph (1), and shall be finally determined at the conclusion of the season with such adjustments as may be necessary as a result of any variation from the estimated Mill Entitlements.

(3) Where mills agree to make diversions in accordance with clause 38 of the Agreement, the identification of and payments for all sucrose deliveries shall be a matter for agreement between the mills concerned, provided that details thereof shall be notified to the Central Board from time to time, and that the quantity of sucrose actually diverted shall not exceed the quantity of sucrose of which the Central Board shall have been notified.

(4) Mill Entitlements—

(a) shall entitle the mills to produce A Pool sugar commensurate with their respective Mill Entitlements as held from time to time; and

(b) shall vary, in accordance with—

(i) any review of the A Pool pursuant to paragraphs 10 and 11; and

(ii) variations or alterations from time to time in the constituent parts of Mill Entitlements referred to in subparagraph (1), including transfers of A Pool quotas authorised between mills: Provided that for the purposes of calculating the Mill Entitlement of any mill, any reduction in the basic quota of a grower pursuant to paragraph 9 shall not operate to reduce the Mill Entitlement of the mill until the relevant date upon which any re-allocation of quotas held in trust, is made in terms of paragraph 11.

(5) For the purposes of this Schedule the 'deemed deliveries of A Pool sucrose of Small Growers attached to or accommodated at a mill' shall be determined for the year in question in accordance with the following formula:

$$DAS = X\% \times TS$$

in which formula—

(a) 'DAS' represents the deemed deliveries of A Pool sucrose of all Small Growers attached to or accommodated at the mill in question;

(b) 'X%' represents whichever, in the relevant year, is the greater of—

(i) the percentage which the gross deliveries of A Pool sucrose by A Pool quota holders to the mill in question constitutes of the gross deliveries of sucrose to the mill in question by all its growers, excluding Small Growers; or

(ii) the percentage which the gross deliveries of A Pool sucrose by all A Pool quota holders in the industry constitutes of the gross deliveries of sucrose to all mills by all growers, excluding Small Growers; and

(f) sodanige lewerings van sukrose in riet wat geag word A-poel-sukrose te wees ooreenkomstig paragrawe 7 (1) (a) en (b);

min

(g) die totaal van alle A-poel-sukroselewerings en geagte A-poel-sukroselewerings in elke seisoen van alle kwekers en Klein Kwekers aan sodanige meul verbonde, as wat van die meul afgewend word ingevolge klousule 38 van die Ooreenkoms:

Met dien verstande dat die Meulgeregtheid van 'n meul onderworpe is aan die bepalings van paragrawe 25 (1) en (3).

(2) Die Meulgeregtheid van elke meul in elke seisoen word gebaseer op 'n skatting wat deur die Suikervereniging aan die begin van die seisoen, van die faktore in subparagraaf (1) genoem, gemaak word, en word by die afloop van die seisoen finaal bepaal met sodanige aanpassings as wat as gevolg van enige verandering van die geskatte Meulgeregthede nodig mag wees.

(3) Waar meule instem om afwendings ooreenkomstig klousule 38 van die Ooreenkoms te maak, is die identifisering van en betalings vir alle sukroselewerings 'n saak van ooreenkoms tussen die betrokke meule, op voorwaarde dat besonderhede daarvan aan die Sentrale Raad van tyd tot tyd verstrek word, en dat die hoeveelheid riet wat werklik afgewend word nie die hoeveelheid sukrose waarvan die Sentrale Raad in kennis gestel moes word, oorskry nie.

(4) Meulgeregthede—

(a) gee die meule die reg om A-poel-suiker te produseer ooreenkomstig die onderskeie Meulgeregthede wat hulle van tyd tot tyd het; en

(b) wissel, ooreenkomstig—

(i) enige hersiening van die A-poel ooreenkomstig paragrawe 10 en 11; en

(ii) wisselings of veranderings van tyd tot tyd in die samestellende dele van Meulgeregthede in subparagraaf (1) bedoel, met inbegrip van oordragte van A-poel-kwotas wat tussen meule gemagtig word: Met dien verstande dat vir die doeleindes van berekening van die Meulgeregtheid van enige meul, 'n vermindering in 'n kweker se basiese kwota ooreenkomstig paragraaf 9 nie veroorsaak dat die Meulgeregtheid van die meul verminder nie tot die betrokke datum waarop enige hertoekenning van kwotas wat in trust gehou word ingevolge paragraaf 11, gemaak word.

(5) Vir die doeleindes van hierdie Bylae moet 'geagte lewerings van A-poel-sukrose van Klein Kwekers verbonde aan of geakkommodeer by 'n meul' vir die onderhawige jaar ooreenkomstig die volgende formule bepaal word:

$$DAS = X\% \times TS$$

in welke formule—

(a) 'DAS' die geagte lewerings van A-poel-sukrose van alle Klein Kwekers verbonde aan of geakkommodeer by die onderhawige meul verteenwoordig;

(b) 'X%' verteenwoordig welke ook al, in die betrokke jaar, die grootste is van—

(i) die persentasie wat die bruto lewerings van A-poel-sukrose deur A-poel-kwotahouers aan die onderhawige meul verteenwoordig van die bruto sukroselewerings aan die meul deur al sy kwekers, met uitsondering van Klein Kwekers; of

(ii) die persentasie wat die bruto lewerings van A-poel-sukrose deur alle A-poel-kwotahouers in die nywerheid van die bruto sukroselewerings aan alle meule deur alle kwekers, uitgesonderd Klein Kwekers, verteenwoordig; en

(c) 'TS' represents the total deliveries of sucrose to the mill in question by Small Growers.

(6) Where pursuant to the provisions of the Agreement it is required to ascertain the maximum quantity of A Pool sugar which any mill is entitled to produce in terms of this Schedule, the following formula shall apply:

$$Sg = \frac{ME \times Tp}{Td}$$

in which formula—

(a) 'Sg' represents the maximum quantity of saleable A Pool sugar which a mill is entitled to produce in any year, expressed in tons sugar;

(b) 'ME' represents the Mill Entitlement in respect of the year in question, determined in accordance with this paragraph, expressed in tons sucrose;

(c) 'Tp' represents the total mass of saleable sugar actually produced by that mill in that year, expressed in tons sugar; and

(d) 'Td' represents the total mass of sucrose actually delivered to such mill in that year, expressed in tons sucrose.

Register of Mill Entitlements

16. (1) The Central Board shall keep a register in the name of each mill of all Mill Entitlements. This register shall be known as the Mills' Register, and shall contain all such information as the Central Board may deem necessary from time to time for the proper administration of the Agreement.

(2) The Central Board shall continuously revise the Mills' Register when giving effect to the Agreement, and shall issue a revised edition as at 1 May each year incorporating all amendments made to such register during the course of the previous year, copies of which shall be dispatched to the Sugar Association and to the Department of Trade and Industry.

Mill Group Boards

General

17. (1) Mill Group Boards shall be required to carry out such duties and exercise such powers as are provided for in this Schedule, and to advise the Central Board on matters relating to the provisions of the Agreement, as may be required from time to time.

(2) Mill Group Boards may, after consultation with the growers and mill concerned, and subject to the provisions of this Schedule, determine rules for the better carrying out of their functions and duties under the provisions of this Schedule.

Estimates

(3) A grower shall, whenever so requested by his Mill Group Board, submit *bona fide* estimates of the cane which such grower wishes to deliver during each year.

(4) (a) No grower shall be permitted to increase his cane estimates by more than five per cent (5 %) from month to month, unless otherwise authorised by the Mill Group Board.

(b) Reductions in estimates shall not be permitted after the date at which the grower is required to furnish his final estimate in terms of subparagraph (5), save as may be permitted by the Mill Group Board on good cause shown.

(c) 'TS' die totale suikroselewering deur die Klein Kwekers aan die onderhawige meul verteenwoordig.

(6) Waar dit ooreenkomstig die bepalings van die Ooreenkoms nodig is om die maksimum hoeveelheid A-poel-suiker vas te stel wat enige meul geregtig is om ingevolge hierdie Bylae te produseer, is die volgende formule van toepassing:

$$Sg = \frac{ME \times Tp}{Td}$$

in welke formule—

(a) 'Sg' die maksimum totale hoeveelheid verkoopbare A-poel-suiker wat 'n meul geregtig is om in enige jaar te produseer, uitgedruk in ton suiker, verteenwoordig;

(b) 'ME' die Meulgeregtigheid ten opsigte van die betrokke jaar ooreenkomstig hierdie paragraaf bepaal, uitgedruk in ton suikrose, verteenwoordig;

(c) 'Tp' die totale massa verkoopbare suiker wat werklik deur die meul in daardie jaar geproduseer is, uitgedruk in ton suiker, verteenwoordig; en

(d) 'Td' die totale suikrosemasa wat werklik aan sodanige meul in daardie jaar gelewer is, uitgedruk in ton suikrose, verteenwoordig.

Register van Meulgeregtighede

16. (1) Die Sentrale Raad hou 'n register in die naam van elke meul van alle Meulgeregtighede aan. Die register staan as die Meulregister bekend, en bevat alle sodanige inligting as wat die Sentrale Raad van tyd tot tyd vir die gepaste administrasie van die Ooreenkoms nodig mag ag.

(2) Die Sentrale Raad hersien voortdurend die Meulregister wanneer aan die Ooreenkoms uitvoering gegee word, en gee 'n hersiene uitgawe soos op 1 Mei elke jaar uit waarin alle wysigings wat aan sodanige register gedurende die vorige jaar gemaak is, ingelyf is, waarvan afskrifte aan die Suikervereniging en die Departement van Handel en Nywerheid gestuur word.

Meulgroeprade

Algemeen

17. (1) Van Meulgroeprade word vereis om sodanige pligte uit te voer en sodanige magte te beoefen as waarvoor in hierdie Bylae voorsiening gemaak word, en om die Sentrale Raad oor sake met betrekking tot die bepalings van die Ooreenkoms, soos van tyd tot tyd nodig mag wees, te adviseer.

(2) Meulgroeprade kan, na oorlegpleging met die betrokke kwekers en meule en onderworpe aan die bepalings van hierdie Bylae, reëls vir die beter uitvoering van hul funksies en pligte ingevolge die bepalings van hierdie Bylae neerlê.

Skattings

(3) 'n Kweker moet, wanneer aldus deur sy Meulgroepraad versoek, *bona fide*-skattings van die riet wat sodanige kweker gedurende elke jaar wil lewer, voorlê.

(4) (a) Geen kweker word toegelaat om sy rietskattings met meer as vyf persent (5 %) van maand tot maand te vermeerder nie, tensy anders deur die Meulgroepraad gemaagtig.

(b) Verminderings in skattings word nie na die datum waarop van die kweker vereis word om sy finale skatting ingevolge subparagraaf (5) te verstrek, toegelaat nie, behalwe soos deur die Meulgroepraad by verstrekking van geldige redes toegelaat word.

(5) (a) Each grower shall be required to furnish his final cane estimate by not later than 30 September each year or, subject to the approval of the Sugar Association, such later date as is agreed by the Mill Group Board and mill concerned.

(b) If a grower fails to deliver whatever is the lesser of ninety-five per cent (95 %) of such estimate after the date of such final estimate, or ninety-five per cent of the remainder of his final total sucrose delivery allocation, the Central Board shall, unless it for good cause otherwise decides, impose a penalty on such grower equivalent to the difference between the A Pool sucrose price and the B Pool sucrose price in the year in question, multiplied by the difference between ninety-five per cent (95 %) of the remainder of such grower's estimated deliveries and the actual or final total sucrose delivery allocation, as the case may be, made by such grower in respect thereof, converted to tons sucrose at the actual relative sucrose per cent cane of the grower in that year.

(c) Such penalty shall be a debt, due and payable by the grower in question to the Sugar Association.

(d) The Central Board may authorise the mill concerned to deduct such penalty from any amount which may become owing by the Mill to the grower, and to pay the amount so deducted to the Sugar Association.

(6) It shall be the duty of Mill Group Boards to take out at the beginning of the crushing season and at regular intervals thereafter, estimates of cane which growers wish to deliver during that season, and to advise the Central Board, the growers and the miller concerned of such estimates.

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

(8) Mills shall not be liable for incorrect estimates made by Mill Group Boards.

(9) Subject to paragraph 20, Mill Group Boards shall have jurisdiction to determine any question relating to growers' estimates of production not specifically provided for in the Agreement.

Rateable deliveries and delivery allocations

(10) Mill Group Boards shall, in consultation with the mill concerned—

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

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

(11) Mill Group Boards shall advise the growers and the mill concerned on questions of rateable delivery and delivery allocations determined by them, including those matters provided for in paragraph 22 (3).

Special delivery allocations

(12) 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.

(5) (a) Van elke kweker word vereis om sy finale rietskating nie later nie as 30 September elke jaar te verstrek of, onderworpe aan die goedkeuring van die Suikervereniging, op sodanige later datum as waartoe deur die Meulgroepraad en die betrokke meul ooreengekom is.

(b) Indien 'n kweker in gebreke bly om vyf-en-negentig-persent (95 %) van sodanige skatting na die datum van sodanige finale skatting, of vyf-en-negentig-persent (95 %) van die oorblywende gedeelte van sy finale totale sukreseleweringstoekenning, watter ook al die minste is, te lewer, lê die Sentrale Raad, tensy hy om goeie rede anders besluit, sodanige kweker 'n boete op wat die ekwivalent is van die verskil tussen die A-poel-sukroseprys en die B-poel-sukroseprys in die betrokke jaar vermenigvuldig met die verskil tussen vyf-en-negentig persent (95 %) van die res van sodanige kweker se geskatte lewerings en die werklike lewerings of finale totale sukrese-leweringstoekenning, na gelang van die geval, deur sodanige kweker ten opsigte daarvan gemaak, in ton sukrese omskep teen die werklike relatiewe sukrese-persent-riet van die kweker in daardie jaar.

(c) Sodanige boete maak 'n skuld, verskuldig en betaalbaar aan die Suikervereniging, uit.

(d) Die Sentrale Raad kan die betrokke meul magtig om sodanige boete van enige bedrag af te trek wat deur die meul aan die kweker verskuldig mag word, en om die bedrag aldus afgetrek aan die Suikervereniging te betaal.

(6) Dit is die plig van die Meulgroepraad om skattings van rietproduksie wat kwekers wil lewer gedurende dardie seisoen aan die begin van die persseisoen, en met gereelde tussenposes daarna, te maak, en om die Sentrale Raad, die kwekers en die betrokke meulenaar van sodanige skattings te voorsien.

(7) Die Sentrale Raad se Riettoetsdiens, in klousule 48 van die Ooreenkoms bedoel, voorsien die Meulgroepraad van besonderhede van kwekers se lewerings soos wat nodig mag wees, en waar sodanige diens nie gelewer word nie, verstrek die meul die nodige inligting.

(8) Meule is nie verantwoordelik vir foutiewe skattings wat deur Meulgroepraad gemaak is nie.

(9) Behoudens paragraaf 20, het Meulgroepraad jurisdisie om oor enige aangeleentheid met betrekking tot kwekers se produksieskatting, waarvoor nie spesifiek voorsiening in die Ooreenkoms gemaak is nie, te besluit.

Eweredige lewerings en leweringstoekenning

(10) Meulgroepraad, in ooreenstemming met die betrokke meul—

(a) bepaal die eweredige lewering van skattings oor die persseisoen; en

(b) kan, indien die betrokke kwekers gewillig is om op hierdie wyse vir enige jaar saam te werk, en indien ander partye nie daardeur benadeel word nie, reël vir die groepering van kwekers met die doel om eweredige lewerings of troktoekenning te deel.

(11) Meulgroepraad adviseer die betrokke kwekers en meul oor aangeleenthede van eweredige lewering en leweringstoekenning deur hulle bepaal, met inbegrip van daardie sake in paragraaf 22 (3) voorsien.

Spesiale leweringstoekenning

(12) Nadat Meulgroepraad die Sentrale Raad in kennis gestel het, kan hulle te enige tyd leweringstoekenning aan kwekers maak ten einde die redelike spoedige lewering van riet wat deur ryp, vuur, droogte, vloed, pes of siekte beskadig is, te verseker.

Disputes

(13) Subject to the provisions of paragraph 20, any dispute regarding estimates, rateable deliveries, truck allocations by the miller, or special delivery allocations shall be decided by the Mill Group Board or, where such Mill Group Board is not operative, by the Central Board.

Supplying of information to Mill Group Boards

18. (1) Each miller and grower shall supply to the Mill Group Board established for his mill all information reasonably necessary for such Mill Group Board to perform its functions in terms of the Agreement read with this Schedule.

Annual survey of cane production

(2) Each grower who holds an A pool quota shall supply to the Mill Group Board concerned, by 31 March of each year or such later date as the Central Board may allow, the following information in order to enable such Boards to perform their functions, as set out in paragraph 17:

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

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

(c) estimated area of registered land—

(i) under cane cultivation as at 30 April;

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

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

(d) details of any changes in the rights of ownership or occupation of any grower in respect of any registered land owned, leased or otherwise occupied by such grower; and

(e) such additional information as the Central Board may reasonably require.

Survey plans obligatory

(3) (a) Every grower holding an A Pool quota shall have available for inspection by his Mill Group Board or, where no Mill Group Board exists, by his mill and the Central Board, a ground or aerial survey plan of his registered land.

(b) Such plan shall at all times be kept up to date, and if any grower alters the general area of his registered land at any time after the preparation of the said plan, he shall in writing 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.

(c) Should any grower alter the size or designation of his cane fields within a general area of his registered lands at any time, he shall in writing 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.

(d) 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.

Geskille

(13) Behoudens die bepalings van paragraaf 20, word daar oor enige geskil betreffende skattings, eweredige lewerings, troktoekennings deur die meulenaar, of spesiale leweringstoekennings deur die Meulgroepraad besluit of, waar sodanige Meulgroepraad nie operatief is nie, deur die Sentrale Raad.

Verskaffing van Inligting aan Meulgroeprade

18. (1) Elke meulenaar en kweker voorsien aan die Meulgroepraad wat vir sy meul ingestel is alle inligting wat redelikerwys vir sodanige Meulgroepraad nodig is om sy werksaamhede ingevolge die Ooreenkoms, met hierdie Bylae saamgelees, te verrig.

Jaarlikse opname van Rietproduksie

(2) Elke kweker wat 'n A-Poel-kwota het, verskaf aan die betrokke Meulgroepraad teen 31 Maart elke jaar, of sodanige latere datum as wat die Sentrale Raad mag toelaat, die volgende inligting ten einde sodanige Raad in staat te stel om hul werksaamhede soos in paragraaf 17 uiteengesit, te verrig:

(a) Oppervlakte geregistreerde grond in die betrokke jaar geoes, en ton riet daarop ingesamel;

(b) Geskatte oppervlakte geregistreerde grond wat geoes staan te word, en ton riet wat geskik is om in die komende jaar daarop ingesamel te word;

(c) geskatte oppervlakte geregistreerde grond—

(i) onder rietverbouing soos op 30 April;

(ii) om met riet beplant te word gedurende die komende jaar;

(iii) om vir ander doeleindes as rietverbouing gedurende die komende jaar te gebruik;

(d) besonderhede van enige veranderinge in die regte van eienaarskap of besetting deur 'n kweker ten opsigte van enige geregistreerde grond wat besit, gehuur of op 'n ander wyse deur die kweker beset word; en

(e) sodanige bykomende inligting as wat die Sentrale Raad redelikerwys mag benodig.

Opmetingsplanne verpligtend

(3) (a) Elke kweker wat 'n A-poel-kwota het, hou vir inspeksie deur sy Meulgroepraad, of waar geen Meulgroepraad bestaan nie deur sy meul en die Sentrale Raad, 'n grond- of lugopmetingsplan van sy geregistreerde grond beskikbaar.

(b) Sodanige plan word te alle tye op datum gehou, en indien 'n kweker die algemene oppervlakte van sy geregistreerde grond te eniger tyd verander na opstelling van die gemelde plan, stel hy sy Meulgroepraad en die Sentrale Raad skriftelik van die aard en omvang van sodanige verandering in kennis waarop sodanige verandering op 'n nuwe plan of deur wysiging van die bestaande plan deur die Sentrale Raad opgestel, aangetoon word.

(c) Indien 'n kweker te eniger tyd die grootte of omskrywing van sy rietlanderye binne 'n algemene gebied van sy geregistreerde gronde verander, stel hy sy Meulgroepgebied en die Sentrale Raad skriftelik van die aard en omvang van sodanige verandering in kennis, waarop sodanige verandering getoon word op 'n nuwe plan of deur wysiging van die bestaande plan deur die Sentrale Raad opgestel.

(d) Die redelike koste verbonde aan sodanige veranderinge, soos van tyd tot tyd deur die Sentrale Raad bepaal, word deur die betrokke kweker betaal.

Remedy of Mill Group Board

(4) A Mill Group Board may withhold, or itself determine, a delivery allocation to a grower who—

(a) fails to submit a *bona fide* estimate of his available cane in terms of paragraph 17 (3) to (9), inclusive;

(b) fails timeously to furnish all the information required in terms of subparagraph (1) or (2);

(c) renders an inadequate return of the information required in terms of subparagraph (2); or

(d) fails timeously to comply with subparagraph (3).

(5) A Mill Group Board may, if any mill or grower fails to carry out the obligations referred to in paragraphs 17 (3) to (9), and subparagraph (1) or (2), in addition to the remedies referred to in subparagraph (4), make estimates of the data required.

Mill Group Board subsidiary to Central Board

19. Mill Group Boards shall be subsidiaries of, and responsible to, the Central Board, and shall carry out any direction and instruction of the Central Board in respect of the discharge of their duties.

Appeals against decisions of Mill Group Boards

20. 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.

Final schedules by Central Board

21. For the purposes of record and carrying out the provisions of the 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.

Growers' deliveries—Allocation of deliveries to A Pool and B Pool

22. (1) (a) Subject to such directions as may be given from time to time by the Sugar Association, all deliveries of sucrose by a grower during a year shall be allocated proportionately between the grower's A Pool deliveries and B Pool deliveries on a cumulative basis.

(b) Such allocation shall be made initially in accordance with the grower's estimated deliveries as adjusted from time to time, and shall be finalised at the conclusion of the year based upon such grower's actual deliveries during the year in question.

(2) Notwithstanding the provisions of subparagraph (1), for the purposes of determining delivery performance in respect of each grower in any year, at the end of each crushing season deliveries of sucrose made during that year shall be allocated in respect of, firstly, such grower's basic quota, secondly, *pro rata* to any provisional and contingency quota held by such grower and, thirdly, to such grower's B Pool Allowance, and any adjustments for the payments of sucrose to the grower pursuant to subparagraph (1) shall be then made.

Rateable deliveries

(3) Total deliveries of cane in respect of both the A Pool and B Pool shall be made by the grower to the mill rateably over the full length of the crushing season, unless otherwise agreed to by the mill and the Mill Group Board concerned.

Verhaal van Meulgroepraad

(4) 'n Meulgroepraad kan 'n leweringstoekenning weerhou, of self bepaal, van 'n kweker wat—

(a) in gebreke bly om 'n *bona fide*-skatting van sy beskikbare riet ingevolge paragraaf 17 (3) tot en met (9) voor te lê; of

(b) in gebreke bly om al die inligting wat ingevolge subparagraaf (1) of (2) benodig word, betyds te verstrek;

(c) 'n ontoereikende opgawe van die inligting wat ingevolge subparagraaf (2) benodig word, inlewer; of

(d) in gebreke bly om betyds aan subparagraaf (3) te voldoen.

(5) 'n Meulgroepraad kan indien 'n meul of kweker in gebreke bly om die verpligtings waarna in paragraaf 17 (3) tot en met (9), en subparagraaf (1) of (2), verwys word, uit te voer, bykomend tot die regsmiddele waarna in subparagraaf (4) verwys word, skattings van die gegewens wat benodig word, maak.

Meulgroepraad ondergeskik aan Sentrale Raad

19. Meulgroeprade is ondergeskiktes van en verantwoordelik aan die Sentrale Raad, en voer enige opdrag en instruksie van die Sentrale Raad betreffende die nakoming van hul pligte uit.

Appelle teen besluite van Meulgroeprade

20. 'n Besluit van 'n Meulgroepraad is onderworpe aan appel deur die belanghebbende party na die Sentrale Raad, wie se beslissing daarop finaal is.

Finale skedules deur Sentrale Raad

21. Vir rekorddoeleindes en die uitvoering van die bepalinge van die Ooreenkoms bepaal en berei die Sentrale Raad elke jaar die finale kwota- en produksieskedules ten opsigte van alle riet en sukrose deur kwekers aan meule verskaf, voor.

Kwekers se lewerings—Toekenning van lewerings aan A-poel en B-poel

22. (1) (a) Behoudens sodanige opdragte as wat van tyd tot tyd deur die Suikervereniging gegee mag word, word alle sukroselewerings deur 'n kweker gedurende 'n jaar eweredig tussen die kweker se A-poel en B-poel-lewerings op 'n kumulatiewe basis toegeken.

(b) Sodanige toekenning word aanvanklik ooreenkomstig die kweker se geskatte lewerings soos van tyd tot tyd aangepas, gemaak, en word teen die afsluiting van die jaar gefinaliseer, gebaseer op sodanige kweker se werklike lewerings gedurende die onderhawige jaar.

(2) Ondanks die bepalinge van subparagraaf (1) word, vir die doeleindes van bepaling van leweringsvervulling ten opsigte van elke kweker in elke jaar, teen die einde van elke persseisoen sukroselewerings gedurende daardie jaar gemaak, toegeken ten opsigte van, eerstens, sodanige kweker se basiese kwota, tweedens, *pro rata* tot enige voorlopige en voorwaardelike kwota deur sodanige kweker gehou en, derdens, tot sodanige kweker se B-poel-vergunning, en enige aanpassings vir die betalings van sukrose aan die kweker ooreenkomstig subparagraaf (1) word dan gemaak.

Eweredige lewerings

(3) Totale rietlewerings ten opsigte van beide die A-poel en die B-poel word deur die kwekers oor die volle duur van die persseisoen gemaak, tensy anders deur die meul en die betrokke Meulgroepraad toegestem.

Interim increases in A Pool deliveries

(4) If the Sugar Association during any period between industrial reviews in terms of paragraph 10, determines that increases are required in the A Pool above the A Pool base level, all growers holding A Pool quota shall be authorised on such terms as may be prescribed by the Sugar Association to deliver A Pool sucrose in excess of their respective A Pool quotas.

(5) If an interim increase is authorised in terms of this paragraph, such increase shall be allocated to all A Pool quota holders *pro rata* to the existing A Pool quotas of such quota holders at the date upon which such interim increase becomes effective.

(6) Any interim increase in authorised A Pool deliveries in terms of this paragraph, shall not constitute an increase in the A Pool quotas of growers, but shall constitute an increase in Mill Entitlement as more fully provided for in paragraph 15 (1) (b).

Penalty for delivery malpractices

(7) (a) In the event of the Central Board being satisfied that a grower is delivering or has delivered A Pool sucrose or, in the case of a Small Grower, deemed A Pool sucrose, in the name of or on behalf of another grower, the Central Board may impose on each of the growers concerned a penalty amounting to the value of the sucrose so delivered as if such sucrose were A Pool sucrose.

(b) Any such penalty shall constitute a debt due and payable by the relevant grower to the Sugar Association.

(c) In addition to such penalty the Central Board may order that neither grower shall receive payment for the sucrose concerned, which shall be regarded industrially as B Pool sucrose the price for which shall be paid for by the miller to the Sugar Association as B Pool sucrose.

(d) The miller shall be authorised to recover from the grower in whose name the said sucrose was delivered any amount which the miller might have paid the said grower in respect of such sucrose so delivered.

(8) A certificate signed by the Chairman of the Central Board specifying therein the amount of any penalty imposed upon a grower in terms of subparagraph (7) shall, upon its receipt by a mill, constitute sufficient authority for such mill to deduct from any proceeds which are due, or which may become due, to such grower by the mill, the amount of the penalty, and to pay such penalty to the Sugar Association.

(9) The Central Board may withhold its consent to the transfer of a quota by a grower, or to the transfer by any Small Grower of his Small Grower Entitlement, whilst any amount due to the Sugar Association or to a mill in accordance with subparagraph (7) remains outstanding.

(10) If the Central Board is satisfied that any increase in quota allocation, or any translation of provisional or contingency quota into basic quota, has been recorded in the Growers' Register as a result of deliveries in respect of which any penalty is imposed in terms of subparagraph (7), the Central Board shall amend the Growers' Register so as to adjust the quota to a figure which the Central Board shall determine as being appropriate in the circumstances.

(11) In the event of the Central Board having imposed any penalty on a grower in terms of paragraph 7 (2) (b), the Central Board shall not impose a penalty in terms of this paragraph upon the same grower in respect of the same

Tussentydse vermeerderings in A-poel-lewerings

(4) Indien die Suikervereniging gedurende enige tydperk tussen nywerheidshersienings ingevolge paragraaf 10, bepaal dat vermeerderings in die A-poel bo die A-poel-basisvlak benodig word, word alle kwekers wat 'n A-poel-kwota het, gemagtig, op sodanige voorwaardes as wat deur die Suikervereniging voorgeskryf mag word, om A-poel-sukrose te lewer wat meer as hul onderskeie A-poel-kwotas is.

(5) Indien 'n tussentydse vermeerdering ingevolge hierdie paragraaf gemagtig word, word sodanige vermeerdering aan alle A-poel-kwotahouers *pro rata* tot die bestaande A-poel-kwotas van sodanige kwotahouers op die datum waarop sodanige tussentydse vermeerderings in werking tree, toegeken.

(6) 'n Tussentydse vermeerdering in gemagtigde A-poel-lewerings ingevolge hierdie paragraaf maak nie 'n vermeerdering in die A-poel-kwotas van kwekers uit nie maar maak 'n vermeerdering in Meulgeregtigheid soos vollediger in paragraaf 15 (1) (b), voorsien, uit.

Boete vir leweringswanprakteke

(7) (a) Indien die Sentrale Raad tevrede is dat 'n kweker A-poel-sukrose, of, in die geval van 'n Klein Kweker, geagte A-poel-sukrose, lewer of gelever het in die naam van of ten behoeve van 'n ander kweker, kan die Sentrale Raad aan elk van die betrokke kwekers 'n boete ten bedrae van die waarde van die sukrose aldus gelever op lê asof sodanige sukrose A-poel-sukrose is.

(b) Sodanige boete maak 'n skuld uit wat deur die betrokke kweker aan die Suikervereniging verskuldig en betaalbaar is.

(c) Behalwe sodanige boete kan die Sentrale Raad beveel dat geeneen van die kwekers betaling sal ontvang vir die betrokke sukrose nie, wat nywerheidsgewys beskou sal word as B-poel-sukrose waarvoor die prys deur die meulenaar aan die Suikervereniging as B-poel-sukrose betaal moet word.

(d) Die meulenaar is geregtig om van die kweker in wie se naam die gemelde sukrose gelever is enige bedrag te verhaal wat die meulenaar die gemelde kweker ten opsigte van sukrose aldus gelever, mag betaal het.

(8) 'n Sertifikaat onderteken deur die Voorsitter van die Sentrale Raad waarin hy die bedrag van 'n boete wat 'n kweker ingevolge subparagraph (7) opgelê is, spesifiseer, maak by ontvangs daarvan deur 'n meul voldoende magtiging vir sodanige meul uit om van enige opbrengs wat aan sodanige kweker deur die meul verskuldig is of verskuldig mag word, die bedrag van die boete af te trek en om sodanige boete aan die Suikervereniging te betaal.

(9) Die Sentrale Raad kan sy toestemming vir die oordrag van 'n kwota deur 'n kweker, of vir die oordrag deur 'n Klein Kweker van sy Klein Kwekergeregtigheid weerhou solank 'n bedrag aan die Suikervereniging of aan 'n meul ooreenkomstig subparagraph (7) verskuldig, uitstaande bly.

(10) Indien die Sentrale Raad tevrede is dat 'n vermeerdering in kwotatoekenning of 'n omskepping van voorlopige kwota of voorwaardelike kwota na basiese kwota in die Kwekersregister aangeteken is as gevolg van lewerings ten opsigte waarvan 'n boete opgelê word ingevolge subparagraph (7), wysig die Sentrale Raad die Kwekersregister ten einde die kwota aan te pas tot 'n syfer wat die Sentrale Raad bepaal as synde gepas onder die omstandighede.

(11) Ingeval die Sentrale Raad 'n kweker 'n boete opgelê het ingevolge paragraaf 7 (2) (b), kan die Sentrale Raad nie dieselfde kweker 'n boete ingevolge hierdie paragraaf opelê

transgression nor, having imposed any penalty upon a grower in terms of this paragraph, shall the Central Board impose any penalty in terms of paragraph 7 (2) (b) on the same grower in respect of the same transgression.

Mills' Obligations re acceptance of cane

23. (1) Subject to the provisions of the Agreement, each mill shall each year accept the following supplies of cane from registered land delivered or tendered for delivery to it:

(a) All cane of Small Growers attached to the mill;

(b) such cane of its growers, other than Small Growers, as are delivered or tendered for delivery in fulfilment of their respective A Pool quotas subject to any restriction in terms of paragraph 14;

(c) such cane of its growers, other than Small Growers, as are delivered or tendered for delivery in respect of any interim increase in A Pool deliveries granted to its growers in terms of paragraphs 22 (4) to (6);

(d) such B Pool cane of its growers, other than Small Growers, as the mill has agreed in any such year to accept in accordance with the provisions of this paragraph, or paragraph 24, subject to any restriction which may be imposed in terms of paragraph 14;

(e) such diversion cane as such mill has agreed to accept in accordance with the provisions of clause 38 of the Agreement, read with this Schedule; and

(f) such other cane as the mill is otherwise obliged to accept in terms of this Schedule,

and a mill shall accept no other cane, unless so authorised by the Central Board with the approval of the Sugar Association in accordance with the provisions of paragraph 7 (1).

(2) Cane delivered or tendered for delivery as aforesaid shall, subject to the provisions of clause 50 of the Agreement, be deemed to be so delivered or tendered for delivery in pursuance of a contract for the sale and purchase of such cane on the terms and conditions set out in this paragraph, read with Chapter 3 of the Agreement.

Estimates of B Pool cane to be accepted

(3) (a) At the commencement of each crushing season, and as soon as reasonably possible after the receipt of the production estimates as at the end of the April mill month compiled in accordance with paragraph 17 (6), each mill shall, having regard to its obligations in terms of subparagraph (1), after consultation with its Mill Group Board, advise its Mill Group Board and the Central Board of the total quantity of B Pool sucrose the mill will be prepared to accept from its growers during such crushing season.

(b) The furnishing of such advice shall constitute an agreement by the mill to accept, pursuant to the Agreement, the mass of sucrose so advised.

(4) (a) A mill may, notwithstanding the provisions of subparagraph (3), from time to time in such season by notice to its Mill Group Board and to the Central Board, increase the quantity of B Pool sucrose it is prepared to accept from its growers: Provided that having notified its Mill Group Board of such an increase, the mill may not subsequently reduce the quantity of such B Pool sucrose it is prepared to accept, unless the Central Board for good cause shown otherwise consents thereto.

(b) The quantity of B Pool sucrose which a mill advises, in accordance with subparagraphs (3) and (4), that it is prepared to crush, is hereinafter in this paragraph referred to as 'the Mill B Pool'.

ten opsigte van dieselfde oortreding nie, nòg kan die Sentrale Raad indien hy 'n kweker ingevolge hierdie paragraaf 'n boete opgelê het, ingevolge paragraaf 7 (2) (b) dieselfde kweker ten opsigte van dieselfde oortreding 'n boete oplê.

Meule se verpligtings insake ontvangs van riet

23. (1) Behoudens die bepalings van die Ooreenkoms, neem elke meul elke jaar die volgende leweransies van riet vanaf geregistreeerde grond aan hom gelewer of vir lewering aangebied aan—

(a) alle riet van Klein Kwekers aan 'n meul verbonde;

(b) sodanige riet van sy kwekers, behalwe Klein Kwekers, wat gelewer of vir lewering aangebied word in vervulling van hul onderskeie A-poel-kwotas behoudens enige beperking ingevolge paragraaf 14;

(c) sodanige riet van sy kwekers, behalwe Klein Kwekers, wat gelewer of vir lewering aangebied word ten opsigte van enige tussentydse vermeerdering in A-poel-lewerings ingevolge paragrafe 22 (4) tot (6), aan sy kwekers toegestaan;

(d) sodanige B-poel-riet van sy kwekers, behalwe Klein Kwekers, wat die meul in enige jaar ingestem het om ooreenkomstig die bepalings van hierdie paragraaf, of paragraaf 24, te ontvang, behoudens enige beperking wat ingevolge paragraaf 14 opgelê kan word;

(e) sodanige afgewende riet wat sodanige meul ingestem het om te ontvang ooreenkomstig die bepalings van klousule 38 van die Ooreenkoms, saamgelees met hierdie Bylae; en

(f) sodanige riet wat die meul andersins verplig is om ingevolge hierdie Bylae te aanvaar,

en 'n meul aanvaar geen ander riet nie tensy aldus deur die Sentrale Raad met die goedkeuring van die Suikervereniging ooreenkomstig die bepalings van paragraaf 7 (1) gemagtig.

(2) Riet gelewer of vir lewering aangebied soos voormeld word, behoudens die bepalings van klousule 50 van die Ooreenkoms, geag as aldus gelewer of vir lewering aangebied te wees ooreenkomstig 'n kontrak vir die verkoop en koop van sodanige riet op die voorwaardes uiteengesit in hierdie paragraaf, saamgelees met Hoofstuk 3 van die Ooreenkoms.

Skattings van B-poel-riet wat aanvaar moet word

(3) (a) Aan die begin van elke perseisoen en so spoedig moontlik as wat redelik is na ontvangs van die produksieskattings wat, soos teen die einde van die April-meulmaand ooreenkomstig paragraaf 17 (6) saamgestel is, verwittig elke meul, met inagneming van sy verpligtings ingevolge subparagraaf (1), na oorlegpleging met sy Meulgroepraad, die Sentrale Raad van die totale B-poel sukrose wat die meul bereid is om van sy kwekers gedurende elke perseisoen te aanvaar.

(b) Die verskaffing van sodanige mededeling sal 'n instemming deur die meul uitmaak om, ooreenkomstig die Ooreenkoms, die sukrosemassa wat aldus verwittig is, te aanvaar.

(4) (a) Ondanks die bepalings van subparagraaf (3) kan 'n meul van tyd tot tyd in sodanige seisoen deur kennisgewing aan sy Meulgroepraad en aan die Sentrale Raad, die hoeveelheid B-poel-sukrose wat hy bereid is om van sy kwekers te aanvaar, vermeerder: Met dien verstande dat as die meul sy Meulgroepraad van sodanige vermeerdering in kennis gestel het, hy nie daarna die hoeveelheid sodanige B-poel-sukrose wat hy bereid is om te aanvaar, mag verminder nie, tensy die Sentrale Raad om geldige redes aangetoon andersins daartoe instem.

(b) Die hoeveelheid B-poel-sukrose wat 'n meul berig wat hy ooreenkomstig subparagrafe (3) en (4) bereid is om te pers, word hieronder in hierdie paragraaf 'die Meul-B-poel' genoem.

(5) The Central Board shall from time to time translate individual growers' estimates of cane for delivery, into estimates of sucrose for delivery, and shall pursuant thereto determine the growers' A Pool sucrose and, where applicable, B Pool sucrose estimates, and shall advise the Mill Group Boards thereof.

(6) If at any time following receipt from growers of their estimates of cane for delivery, and receipt from the Central Board of the translations in terms of subparagraph (5), the aggregate of the B Pool sucrose estimates of all growers attached to such mill falls within or is equal to the total quantity of the Mill B Pool, the Mill Group Board shall make delivery allocations pursuant to the requirements of the Agreement to all growers to the extent of their respective delivery estimates.

(7) In the event that the aggregate of the initial B Pool sucrose estimates of all growers attached to such mill exceeds the Mill B Pool determined in terms of subparagraph (3), the Mill B Pool shall be allocated pursuant to the requirements of the Agreement among all growers attached to such mill whose initial sucrose estimates will result in B Pool sucrose having been included therein, as follows:

(a) During any year commencing on or prior to 1 May 1987, the Mill B Pool shall be allocated for delivery *pro rata* to the respective A Pool quotas of the relevant growers attached to such mill at the commencement of the year in question; and

(b) during any year commencing on or after 1 May 1988, the Mill B Pool shall be allocated among the relevant A Pool quota holders at that date *mutatis mutandis* in accordance with the provisions of paragraph 14 (3) (b) as if 'the relevant date' referred to therein refers to the date of commencement of the year in question.

(8) If at any time following an initial delivery allocation in terms of either subparagraph (6) or (7), any additional portion of the Mill B Pool is or becomes available for allocation to growers consequent upon—

(a) the Mill B Pool being increased from time to time as contemplated by the provisions of subparagraph (4);

(b) the subsequent B Pool delivery estimates of any growers to whom a delivery allocation in the B Pool had previously been awarded, indicating that such grower will not fulfil his aforementioned delivery allocation;

(c) any grower to whom a B Pool sucrose delivery allocation has been made failing to fulfil such allocation; or

(d) any combination of any of the events contemplated in subparagraphs (a), (b) and (c),

such additional portion of the Mill B Pool shall at such time be allocated by the Mill Group Board for delivery among those of the mill's growers whose current B Pool delivery estimates are in excess of the B Pool delivery allocations standing in their name at the relevant time, and any such allocation shall be made to the relevant growers *mutatis mutandis* in accordance with the provisions of subparagraph (7) (a) or (b), as the case may be.

(9) A Mill Group Board shall, having made a B Pool sucrose delivery allocation to any grower in accordance with the provisions of this paragraph, not subsequently reduce any such B Pool sucrose delivery allocation, unless the grower fails to fulfil same, or unless the Central Board for good cause shown otherwise consents thereto.

(10) The Mill Group Board shall, whenever it makes a delivery allocation in terms of this paragraph, advise the grower, the mill in question and the Central Board thereof.

(5) Die Sentrale Raad omskep van tyd tot tyd individuele kwekers se rietskattings vir lewering, in suksroeskattings vir lewering, en bepaal die kwekers se A-poel-suksrose en, waar van toepassing, B-poel suksroeskattings dienooreenkomstig, en stel die Meulgroepraad daarvan in kennis.

(6) Indien, ter eniger tyd na ontvangs van kwekers se rietskattings vir lewering, en ontvangs vanaf die Sentrale Raad van die omrekenings ingevolge subparagraaf (5), die totaal van die B-poel suksroeskattings van alle kwekers aan sodanige meul verbonde binne die hoeveelheid val van, of gelyk is aan, die totale hoeveelheid van die Meul-B-poel, maak die Meulgroepraad leweringstoekennings ooreenkomstig die vereistes van die Ooreenkoms aan alle kwekers tot die mate van hulle onderskeie leweringsskattings.

(7) Indien die totaal van die aanvanklike B-poel suksroeskattings van alle kwekers aan sodanige meul verbonde die Meul-B-poel ingevolge subparagraaf (3) bepaal, oorskry, word die Meul-B-poel ooreenkomstig die vereistes van die Ooreenkoms tussen alle kwekers aan sodanige meul verbonde toegeken wie se aanvanklike suksroeskattings tot gevolg sal hê dat B-poel-suksrose daarby ingesluit is, soos volg:

(a) Gedurende enige jaar wat op of voor 1 Mei 1987 begin, word die Meul-B-poel toegeken vir lewering *pro rata* aan die onderskeie A-poel-kwotas van die betrokke kwekers wat by die begin van die onderhawige jaar aan sodanige meul verbonde is; en

(b) gedurende enige jaar wat op of na 1 Mei 1988 begin, word die Meul-B-poel op daardie datum tussen die betrokke A-poel kwotahouers toegeken *mutatis mutandis* ooreenkomstig die bepalings van paragraaf 14 (3) (b) asof 'die betrokke datum' daarin na verwys, na die aanvang van die betrokke jaar verwys.

(8) Indien op enige tyd na 'n aanvanklike leweringstoekenning ingevolge subparagraaf (6) of (7), 'n bykomende gedeelte van die Meul-B-poel vir toekenning aan kwekers beskikbaar is, of word, omrede—

(a) die Meul-B-poel van tyd tot tyd vermeerder word soos deur die bepalings van subparagraaf (4) beoog;

(b) die daaropvolgende B-poel-leweringsskattings van kwekers aan wie 'n leweringstoekenning in die B-poel vantevore toegestaan is, aandui dat sodanige kweker nie sy voormelde leweringsskwota sal vervul nie;

(c) 'n kweker aan wie 'n B-poel-suksrosetoekenning gemaak is, in gebreke bly om sodanige toekenning te vervul; of

(d) van enige kombinasie van enige van die gebeurlikhede in subparagraaf (a), (b) en (c) bedoel,

word sodanige bykomende gedeelte van die Meul-B-poel op sodanige tyd deur die Meulgroepraad vir lewering toegeken tussen diene van die meul se kwekers wie se lopende B-poel-leweringsskattings meer is as die lopende B-poel-leweringstoekennings wat in hul name staan op die betrokke tyd, en enige sodanige toekenning word aan die betrokke kwekers *mutatis mutandis* ooreenkomstig die bepalings van subparagraaf (7) (a) of (b), na gelang van die geval, gemaak.

(9) 'n Meulgroepraad kan nie nadat 'n B-poel-leweringstoekenning aan 'n kweker ooreenkomstig die bepalings van hierdie paragraaf gedoen is sodanige B-poel-leweringstoekenning verminder nie, tensy die kweker versuim om sy toekennings te vervul of die Sentrale Raad vir geldige redes getoon andersins daartoe instem.

(10) Die Meulgroepraad verwittig, wanneer hy 'n leweringstoekenning ingevolge hierdie paragraaf maak, die kweker, die betrokke meul en die Sentrale Raad daarvan.

(11) Notwithstanding anything to the contrary contained in this Schedule, the Sugar Association shall determine the total quantity of B Pool sugar which it estimates can be accommodated in respect of any year, and in the event that such estimate is exceeded by the B Pool sugar production estimated in respect of all mills in terms of subparagraph (3), the Sugar Association may impose a restriction in the B Pool pursuant to paragraph 14, in which event the provisions of paragraph 14 shall prevail over those of subparagraphs (3) to (10), inclusive.

B Pool acceptances

24. (1) Subject to the provisions of paragraph 23, and unless a mill has agreed pursuant thereto to accept B Pool cane, mills shall be entitled, but not be obliged, to accept cane arising out of any grower's B Pool Allowance: Provided that in the event that a mill refuses to accept B Pool cane from growers attached to it, the mill shall do so *pro rata* for each grower in accordance with paragraph 23.

(2) (a) Any cane which is the subject of an order served in terms of clause 68 (4) (a) (iii) of the Agreement or paragraph 7 (6) or 7 (7), shall be B Pool cane which mills shall be entitled, but not be obliged, to accept.

(b) In the event that a mill refuses to accept such cane, the proviso to subparagraph (1) shall not apply.

(3) In the event that any growers wish to deliver B Pool cane, they shall be obliged to offer all such cane to the mill to which they are attached for A Pool quota purposes (hereinafter in this paragraph, and in paragraph 26, referred to as the home mill): Provided that in the event that—

(a) the home mill—

(i) exercises its rights in terms of paragraph 23 (3) or (4) not to accept any such cane or any portion thereof; or

(ii) agrees to permit a grower to deliver his B Pool cane to a mill other than the home mill;

(b) the Mill Group Board of the home mill is satisfied that the growers attached to its mill will duly perform their A Pool quotas for the year in question, and will deliver such additional cane for B Pool purposes as the home mill has at the relevant time agreed to accept;

(c) any other mill to which the growers in question are desirous of offering such B Pool cane (hereinafter in this paragraph, and in paragraph 26, referred to as the receiving mill) is willing and able to accept such cane;

(d) the receiving mill has agreed to accept all B Pool cane which has already been offered to it by its A Pool quota growers; and

(e) the Mill Group Board of the receiving mill has approved such proposals,

the growers in question may in accordance with the provisions of subparagraph (4) offer to the receiving mill such of the respective growers' B Pool cane as has not been accepted for delivery to the home mill pursuant to paragraphs 23 (3) or (4), or as the home mill has agreed not to accept pursuant to subparagraph (3) (a) (ii), and the receiving mill may, subject to the provisions of subparagraph (4), acquire such cane.

(4) The following procedure shall be adopted for purposes of allocating B Pool cane deliveries to mills other than the home mill:

(a) For purposes of this paragraph 'diverted cane' shall mean B Pool cane which the home mill has either refused to accept in accordance with subparagraph (3) (a) (i), read with paragraphs 23 (3) and (4), or agreed not to accept in accordance with subparagraph (3) (a) (ii);

(11) Ondanks enigiets tot die teendeel in hierdie Bylae vervat, bepaal die Suikervereniging die totale hoeveelheid B-poel-suiker wat hy skat ten opsigte van enige jaar geakkommodeer kan word, en in geval sodanige skatting oorskry word deur die B-poel-suikerproduksie geskat ten opsigte van alle meule ingevolge subparagraaf (3), kan die Suikervereniging 'n beperking in die B-poel ooreenkomstig paragraaf 14 instel, in welke geval die bepalings van paragraaf 14 bo dié van subparagraaf (3) tot en met (10) geld.

B-poel-aanvaardings

24. (1) Behoudens die bepalings van paragraaf 23, en tensy 'n meul dienoooreenkomstig ingestem het om B-poel-riet te aanvaar, is meule geregtig, maar nie verplig nie, om riet te aanvaar wat uit enige kweker se B-poel-vergunning voortvloei: Met dien verstande dat in geval 'n meul weier om B-poel-riet van kwekers wat aan hom verbonde is, te aanvaar, die meul so doen *pro rata* vir elke kweker ooreenkomstig paragraaf 23.

(2) (a) Riet wat die voorwerp van 'n bevel is wat uitgereik is ingevolge klousule 68 (4) (a) (iii) van die Ooreenkoms, of paragraaf 7 (6) of (7), is B-poel-riet wat meule geregtig is, maar nie verplig is nie, om te aanvaar.

(b) In geval 'n meul weier om sodanige riet te aanvaar, is die voorbehoud by subparagraaf (1) nie van toepassing nie.

(3) Ingeval enige kwekers wens om B-poel-riet te lewer, is hulle verplig om alle sodanige riet aan te bied aan die meul waaraan hulle vir A-poel-kwotadoeleindes verbond is (hieronder, en in paragraaf 26, 'die tuismeul' genoem): Met dien verstande dat ingeval—

(a) die tuismeul—

(i) sy regte ingevolge paragraaf 23 (3) of (4) uitoefen om nie enige sodanige riet of gedeelte daarvan te aanvaar nie; of

(ii) instem om 'n kweker toe te laat om sy B-poel-riet aan 'n ander meul as die tuismeul te lewer;

(b) die Meulgroepraad van die tuismeul tevrede is dat die kwekers wat aan sy meul verbonde is na behore hulle A-poel-kwotas vir die betrokke jaar sal vervul, en sodanige bykomende riet vir B-poel-doeleindes sal lewer as wat die tuismeul op die betrokke tyd ingestem het om te aanvaar;

(c) enige ander meul aan wie die onderhawige kwekers begerig is om sodanige B-poel-riet aan te bied (hieronder, en in paragraaf 26, 'die ontvangsmeul' genoem) gewillig en in staat is om sodanige riet te aanvaar;

(d) die ontvangsmeul ingestem het om alle B-poel-riet wat hom alreeds deur sy A-poel-kwotakwekers aangebied is, te aanvaar; en

(e) die Meulgroepraad van die ontvangsmeul sodanige aanbiedinge goedgekeur het,

die onderhawige kwekers ooreenkomstig die bepalings van subparagraaf (4) aan die ontvangsmeul sodanige van die onderskeie kwekers se B-poel-riet mag aanbied as wat ooreenkomstig paragraaf 23 (3) of (4) nie vir lewering aan die tuismeul aanvaar is nie, of soos die tuismeul ooreenkomstig subparagraaf (3) (a) (ii) ingestem het om nie te aanvaar nie, en die ontvangsmeul mag, behoudens die bepalings van subparagraaf (4), sodanige riet bekom.

(4) Die volgende prosedure word gevolg vir doeleindes van toekenning van B-poel-rietlewering aan ander meule as die tuismeul:

(a) Vir die doeleindes van hierdie paragraaf beteken 'afgewende riet' B-poel-riet wat die tuismeul of geweer het om ooreenkomstig subparagraaf (3) (a) (i), saamgelees met paragraaf 23 (3) en (4), te aanvaar, of ingestem het om nie te aanvaar nie ooreenkomstig subparagraaf (3) (a) (ii);

(b) the Mill Group Board of the home mill shall advise the Mill Group Boards of alternative mills of the quantity of diverted cane available for delivery by growers attached to the home mill;

(c) the Mill Group Boards of the alternative mills shall advise the Mill Group Board of the home mill of—

(i) the mass of diverted cane which their respective mills are prepared to accept; and

(ii) the transport cost benefits which the alternative mills are prepared, pursuant to subparagraph (6), to pay;

(d) the Mill Group Board of the home mill shall thereupon allocate the mass of diverted cane referred to in subparagraph (c) (i) to those of its growers who, having regard to the transport cost benefit notified by the nearest alternative mills pursuant to subparagraph (c) (ii), wish to deliver diverted cane to such alternative mills;

(e) such allocation shall be made in direct proportion to the quantities of diverted cane available for delivery, or in such other proportion as the Central Board may from time to time determine; and

(f) the Mill Group Board of the home mill shall advise the Mill Group Boards of the alternative mills of such allocations, whereupon the Mill Group Boards of the alternative mills shall grant delivery allocations to the growers concerned in respect of such diverted cane.

(5) In the interests of rationalization, any grower may be permitted with the consent of those of the relevant growers, mills and Mill Group Boards directly concerned, to deliver an amount of B Pool cane to an alternative mill, or the home mill, which is disproportionate to the quantity of B Pool cane such grower would otherwise have been allowed to deliver pursuant to the provisions of this Schedule.

(6) Where the circumstances referred to in subparagraph (3) arise, all costs of transporting such B Pool cane to the receiving mill shall be borne by the grower or growers concerned: Provided that, notwithstanding the provisions of clause 37 of the Agreement—

(a) the receiving mill shall be entitled to conclude alternative arrangements with the growers concerned in regard to such costs; and

(b) any transport cost benefits to the grower or growers in question arising from the negotiated arrangements with the receiving mill, shall be limited to reducing the transport costs of the grower in respect of such B Pool cane to what they would have been in the event that such B Pool cane had been delivered to the home mill.

Shortfalls in production in A Pool

25. (1) (a) If during any season growers fail to perform their respective basic quotas together with that portion of any interim increase which relates to such basic quotas, granted in terms of paragraph 22 (4) to (6), any shortfalls in such deliveries shall not prejudice the Mill Entitlement of the mill to which such growers are attached, neither shall any shortfall in production of A Pool sugar at any mill be reallocated among other mills.

(b) Each mill shall be entitled however to produce A Pool sugar from B Pool sucrose from cane delivered to such mill by any grower attached to such mill in order to make up any shortfall in A Pool sugar resulting from any such shortfall in deliveries.

(b) die Meulgroepraad van die tuismeul verwittig die Meulgroeprade van alternatiewe meule van die hoeveelheid afgewende riet wat vir lewering deur kwekers verbonde aan die tuismeul beskikbaar is;

(c) die Meulgroeprade van die alternatiewe meule verwittig die Meulgroepraad van die tuismeul van—

(i) die massa afgewende riet wat hul onderskeie meule bereid is om te aanvaar; en

(ii) die vervoerkostevoordele wat die alternatiewe meule bereid is om ooreenkomstig subparagraaf (6) te betaal;

(d) die Meulgroepraad van die tuismeul wys daarop die massa afgewende riet waarna in subparagraaf (c) (i) verwys word aan diegene van sy kwekers wat, met inagneming van die vervoerkostevoordele wat deur die alternatiewe meule ooreenkomstig subparagraaf (c) (ii) verwittig is, wens om afgewende riet aan sodanige alternatiewe meule te lewer, toe;

(e) sodanige toekenning word in regstreekse verhouding tot die hoeveelhede afgewende riet wat vir lewering beskikbaar is, of in sodanige ander verhouding as wat die Sentrale Raad van tyd tot tyd mag bepaal, maak; en

(f) die Meulgroepraad van die tuismeul verwittig die Meulgroeprade van die alternatiewe meule van sodanige toekennings, waarop die Meulgroeprade van die alternatiewe meule leweringskwotas aan die betrokke kwekers ten opsigte van sodanige afgewende riet toestaan.

(5) In belang van rasionalisasie mag enige kweker toegelaat word om, met die goedkeuring van dié van die betrokke kwekers, meule en Meulgroeprade wat regstreeks belang daarby het, 'n hoeveelheid B-poel-riet te lewer aan 'n alternatiewe meul of aan die tuismeul, wat oneweredig is aan die hoeveelheid B-poel-riet wat sodanige kweker andersins toegelaat sou gewees het om ooreenkomstig die bepalings van hierdie Bylae te lewer.

(6) Wanneer die omstandighede waarna in subparagraaf (3) verwys word, ontstaan, word alle koste om sodanige B-poel-riet na die ontvangsmeul te vervoer deur die betrokke kweker of kwekers gedra: Met dien verstande dat, ondanks die bepalings van klousule 37 van die Ooreenkoms—

(a) die ontvangsmeul geregtig is om alternatiewe reëlings met die betrokke kwekers betreffende sodanige koste aan te gaan; en

(b) enige vervoerkostevoordele aan die onderhawige kweker of kwekers wat uit die onderhandelde reëlings met die ontvangsmeul voortvloei, beperk word tot die vermindering van die vervoerkoste van die kweker ten opsigte van sodanige B-poel-riet tot wat dit sou gewees het ingeval sodanige B-poel-riet aan die tuismeul gelever sou gewees het.

Produkietekorte in die A-poel

25. (1) (a) Indien kwekers gedurende 'n seisoen in gebreke bly om hulle onderskeie basiese kwotas te vervul tesame met daardie gedeelte van enige tussentydse vermeerdering wat betrekking het op sodanige basiese kwotas wat ingevolge paragraaf 22 (4) tot (6) toegestaan is, benadeel enige tekorte in sodanige lewerings nie die Meulgeregtigheid van die meul waaraan sodanige kwekers verbonde is nie, nóg word enige tekort in produksie van A-poel-suiker by enige meul tussen ander meule hertoegedeel.

(b) Elke meul is egter geregtig om A-poel-suiker te produseer van B-poel-sukrose van riet wat aan sodanige meul deur enige kweker wat aan sodanige meul verbonde is, gelever word ten einde enige tekort in A-poel-suiker wat die gevolg van sodanige leweringstekorte is, aan te vul.

(2) If a mill has in accordance with the provisions of subparagraph (1) produced A Pool sugar from B Pool sucrose, such B Pool sucrose as is used for such A Pool sugar production shall nevertheless remain B Pool sucrose in respect of the grower delivering such cane.

(3) No mill shall be entitled to produce A Pool sugar from any B Pool sucrose delivered to it by growers other than growers whose A Pool quotas are attached to such mill.

Cane diversions

26. (1) Mills shall notify the Sugar Association monthly of all diversions of cane agreed between any of them pursuant to clause 38 of the Agreement.

(2) No diversions of cane between mills may be used by the respective receiving mills to fulfill any shortfalls in A Pool sugar production, unless such diverted cane was A Pool cane delivered by any grower.

(3) Where any diversion takes place, the Mill Entitlements of the mills concerned will be adjusted in accordance with the provisions of paragraph 15 (1) in respect of the A Pool sucrose diverted.

(4) Unless the Central Board on good cause being shown by any grower or mill concerned otherwise determines—

(a) sucrose derived from out of season cane diverted from a home mill, shall be classified as B Pool sucrose notwithstanding that such out of season cane may have otherwise been part of the A Pool quota of the grower concerned; and

(b) sucrose derived from cane delivered to any mill other than the home mill in terms of the provisions of the Agreement relating to the control of pests and diseases in cane, shall be classified and treated in the same manner *mutatis mutandis* as out of season cane diverted from the home mill.

(5) For the purposes of this Schedule 'out of season cane' shall mean any cane for which special deliveries are necessitated, at any time between the closing of the home mill of the grower at the conclusion of the crushing season and its opening at the commencement of the ensuing season, by reason of fire, damage, drought, frost or flood, and shall include cane which is diseased, or is held to be diseased, pursuant to clause 68 of the Agreement, and which has not been delivered to the mill to which the grower of such cane is attached.

Length of milling season

27. (1) Each shall provide the capacity requisite to crush a mass of cane equivalent to ninety-five per cent (95 %) of the standard throughput of that mill during a normal crushing season.

(2) For purposes of this paragraph—

(a) 'standard throughput' shall mean—

(i) in respect of an existing mill, the mass of cane, equivalent to the total sucrose quotas established as at 30 April 1985 in terms of the provisions of the Agreement and applicable at that date, of all the growers attached to that mill in the Growers' Register, converted to cane by using the weighted average sucrose to cane ratio recorded by that mill in respect of all cane deliveries made to it during the five (5) immediately preceding years: Provided that if the total area of land of growers attached to that mill recorded by the Central Board as being under cane, is reduced or increased after 30 April 1985, the

(2) Indien 'n meul ooreenkomstig die bepalings van subparagraaf (1) A-poel-suiker van B-poel-sukrose geproduseer het, bly sodanige B-poel-sukrose wat vir sodanige A-poel-suikerproduksie gebruik is nietemin B-poel-sukrose ten opsigte van die kweker wat sodanige riet lewer.

(3) Geen meul is geregtig om A-poel-suiker te produseer van enige B-poel-sukrose wat aan hom gelever word deur kwekers behalwe kwekers wie se A-poel-kwotas aan sodanige meul verbonde is nie.

Rietafwendings

26. (1) Meule stel die Suikervereniging maandeliks in kennis van alle rietafwendings waartoe tussen enige van hulle ooreenkomstig klousule 38 van die Ooreenkoms ooreengekom is.

(2) Geen rietafwendings tussen meule word deur die onderskeie ontvangsmeule gebruik om enige tekorte in A-poel-suikerproduksie te vervul, tensy sodanige afgewende riet A-poel-riet is wat deur 'n kweker gelever is.

(3) Waar 'n afwending plaasvind, word die Meulgeregtighede van die betrokke meule ooreenkomstig die bepalings van paragraaf 15 (1) ten opsigte van die A-poel-sukrose wat afgewend is, aangepas.

(4) Tensy die Sentrale Raad, om geldige redes deur 'n betrokke kweker of meul aangevoer, anders bepaal—

(a) moet sukrose wat verkry is uit buite-seisoen-riet wat van 'n tuismeul afgewend is, as B-poel-sukrose geklassifiseer word ongeag die feit dat sodanige buite-seisoen-riet andersins deel van die A-poel-kwota van die betrokke kweker mag gewees het; en

(b) sukrose verkry van riet wat aan 'n ander meul as die tuismeul ingevolge die bepalings van die Ooreenkoms met betrekking tot die beheer van peste en siektes in riet gelever word, moet op dieselfde manier *mutatis mutandis* geklassifiseer en behandel word as buite-seisoen-riet wat van die tuismeul afgewend is.

(5) Vir die doeleindes van hierdie Bylae beteken 'buite-seisoen-riet' enige riet waarvoor spesiale lewerings te enige tyd vereis word tussen die sluiting van die tuismeul van die kweker by die afloop van die persseisoen en die opening daarvan by die aanvang van die volgende seisoen, vanweë brandskade, droogte, ryp of vloed, met inbegrip van riet wat besmet is, of wat as besmet beskou word, ooreenkomstig klousule 68 van die Ooreenkoms, en wat nie aan die meul waaraan die kweker van sodanige riet verbonde is, gelever is nie.

Duur van meulseisoen

27. (1) Elke meul moet die kapasiteit voorsien wat nodig is om 'n massa riet wat gelyk is om 95 persent (95 %) van die standaarddeurvoer van daardie meul gedurende 'n normale persseisoen te pers.

(2) Vir die doeleindes van hierdie paragraaf beteken—

(a) 'standaarddeurvoer'—

(i) ten opsigte van 'n bestaande meul, die totale sukrosekwotas soos op 30 April 1985 ingevolge die bepalings van die Ooreenkoms vasgestel en soos op daardie datum van toepassing, van alle kwekers aan daardie meul in die Kwekersregister verbonde, in riet omgerekend deur die beswaarde gemiddelde verhouding van sukrose tot riet te gebruik wat deur daardie meul opgeteken is ten opsigte van alle rietlewerings aan hom gedurende die vyf (5) voorafgaande jare gemaak: Met dien verstande dat indien die totale oppervlakte grond, van kwekers aan daardie meul verbonde, wat deur die Sentrale Raad opgeteken is as synde onder riet, verminder of vermeerder word na 30 April 1985, word die standaarddeurvoer van daardie

standard throughput of that mill will be reduced or increased with effect from the commencement of each year proportionately to the reduction or increase in area under cane, as the case may be; and

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

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

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

(a) the period required to crush the mass of cane based on yearly estimates of production taken out in terms of paragraph 17 (3) to (9), on the assumption that the mill has the requisite capacity referred to in subparagraph (1), and after taking into account the milling rate previously agreed between the mill and the Mill Group Board during the year concerned; and

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

Penalties

(4) Save as may otherwise be agreed between a mill and the individual growers attaching to that mill—

(a) if a mill during two (2) consecutive years fails to crush the mass of cane finally estimated, within the period finally determined in terms of subparagraph (3) (a), or such longer period as may be agreed between the mill and the Mill Group Board concerned, growers adversely affected thereby shall be entitled to claim from the mill 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 is in default: Provided that if a mill proves by performance in two (2) subsequent successive years that it has the capacity referred to in subparagraph (1), it shall not be subject to further penalty unless it shall again be in default in terms of this clause: Provided further that no claims shall be founded unless the period as determined in terms of subparagraph (3) (b) exceeds a period of forty (40) weeks;

(b) if the the crushing season of a mill be prolonged beyond the final period determined in terms of subparagraph (3) (a), or a normal crushing season, whichever is the longer period, by reason of cane diversions from another mill to suit the convenience of the mill concerned, growers adversely affected thereby shall be entitled to claim from the mill 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 subparagraph (3) (a): Provided that no claim shall be founded unless the period as determined for that mill in terms of subparagraph (3) (b) exceeds a period of forty (40) weeks.

meul verminder of vermeerder vanaf die begin van elke jaar in verhouding tot die vermindering of vermeerdering in oppervlakte onder riet, na gelang van die geval; en

(ii) ten opsigte van 'n nuwe meul, die massa riet vir die doel van hierdie paragraaf bepaal wanneer sodanige meul opgerig is;

(b) 'normale persseisoen' die tydperk van veertig (40) weke wat volg op die datum waarop 'n meul begin pers, of 15 Junie, in elke Kalenderjaar, watter ook al die vroegste datum is, welke tydperk van veertig (40) weke verlore tyd insluit wat deur normale meulstopsettings veroorsaak word soos bepaal deur die betrokke meul en Meulgroepraad, of in die geval van 'n geskil, deur die Sentrale Raad.

(3) Elke Meulgroepraad en die betrokke meul bepaal progressief gedurende elke persseisoen—

(a) die tydperk wat nodig is om die massa riet, gebaseer op jaarlikse produksieskattinge wat ingevolge paragraaf 17 (3) tot (9) gemaak word, te pers, op die veronderstelling dat die meul oor die vereiste kapasiteit vermeld in subparagraph (1) beskik, en na inagneming van die verwerkingstempo waaroor voorheen deur die meul en Meulgroepraad gedurende die betrokke jaar ooreengekom is; en

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

Boetes

(4) Behalwe soos andersins deur 'n meul en die individuele kwekers aan daardie meul verbonde, ooreengekom mag word—

(a) indien 'n meul versuim om gedurende twee (2) opeenvolgende jare die finaal geskatte massa riet te pers binne die tydperk finaal bepaal ingevolge subparagraph (3) (a), of sodanige langer tydperk as waaroor die betrokke meul en Meulgroepraad ooreengekom het, is kwekers wat daardeur benadeel word, daartoe geregtig om vergoeding gelyk aan twee maal die sukreseverlies, indien enige, wat hulle ly as gevolg van die verlenging van die persseisoen, van die betrokke meul te eis ten opsigte van die tweede en elke daaropvolgende jaar waartydens die meul ingevolge hiervan in gebreke bly: Met dien verstande dat indien 'n meul deur sy prestasie in twee (2) opeenvolgende jare daarna bewys lewer dat hy oor die kapasiteit vermeld in subparagraph (1) beskik, hy nie aan verdere penaliserings onderworpe is nie, tensy hy weer ingevolge hierdie paragraaf in gebreke is: Met dien verstande verder dat geen eis gegrond is nie tensy die tydperk soos ingevolge subparagraph (3) (b) bepaal, langer as veertig (40) weke is;

(b) indien 'n meul se persseisoen verleng word tot langer as die finale tydperk wat ingevolge subparagraph (3) (a) bepaal is, of 'n normale persseisoen, watter ook al die langste is, deurdat riet van 'n ander meul daarheen afgewend word tot voordeel van die betrokke meul, is kwekers wat daardeur benadeel word, geregtig om van die meul wat die afgewende riet ontvang, vergoeding te eis gelyk aan twee maal die sukreseverlies, indien daar is, voortspruitend uit die verlenging van die persseisoen tot na die finale tydperk wat ingevolge subparagraph (3) (a) vir die ontvangende meul bepaal is: Met dien verstande dat geen eis gegrond is nie tensy die tydperk soos ingevolge subparagraph (3) (b) bepaal, langer as 40 weke is.

Interpretation

(5) For the purposes of determining any penalty recoverable pursuant to subparagraph (4)—

(a) the sucrose price shall be determined as the weighted average price payable to the grower concerned for A and B Pool sucrose delivered to the mill by the grower during the relevant year;

(b) "sucrose loss", shall mean the amount, if any, by which the sucrose mass attributable to a grower's total A Pool and B Pool cane deliveries made after the period finally determined in terms of subparagraph (3) (a), or agreed, as the case may be [for the purpose of subparagraph (4) (a)], or made after the period finally determined in terms of subparagraph (3) (a), or a normal crushing season, whichever is the longer [for the purpose of subparagraph (4) (b)], based on such grower's average sucrose percent cane during the appropriate period, exceeds the sucrose mass actually accorded to him in respect of the same deliveries.

Disputes

(6) Any dispute concerning the amount of compensation claimed in terms of subparagraph (4), shall be referred to arbitration in terms of clause 12 of the Agreement.

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

(8) Before coming to a decision upon any dispute referred to the Central Board pursuant to subparagraph (7), the Central Board shall give all interested parties the opportunity of being heard before it, and in arriving at its decision it shall take account of such matters as it considers appropriate, including—

(a) the obligation of a mill to have the requisite capacity referred to in subparagraph (1);

(b) the obligation of a grower to deliver his estimate or delivery allocation or adjusted delivery allocation reteably over each crushing season, in terms of paragraph 22 (3); and

(c) any other relevant circumstance, including in particular any factor influencing milling capacity, available cane supplies, and the relevant methods of farming and organisation usually adopted at the relevant time in the sugar industry.

Terms of allocation of A Pool quota and Mill Entitlement

28. (1) The allocation of a Small Grower Entitlement to a Small Grower, or an A Pool quota to a grower, shall be regarded as attaching to the allottee, and in respect only—

(a) of the land registered with the Central Board as the allottee's registered land; and

(b) of the mill to whom such allottee is attached in the Growers' Register for delivery or quota purposes.

(2) The allocation of a Mill entitlement to a mill shall be regarded as attaching to the allottee, and in respect of the growers, the quotas and the deliveries of sucrose of such growers referred to in paragraph 15.

Alteration in terms of allocation of an A Pool quota

(3) Save to the extent that the Sugar Association is specifically authorised in terms of this Schedule, no alteration in the terms of any allocation referred to in subparagraph (1), either as regards—

(a) the allottee;

(b) the mill;

Uitleg

(5) Vir die doeleindes van die bepaling van enige boetes ooreenkomstig subparagraaf (4)—

(a) word die sukreseprys bepaal as die beswaarde gemiddelde prys aan die betrokke kweker betaalbaar vir A-en B-poel-sukrose, aan die meul deur die kweker gelewer, gedurende die betrokke jaar;

(b) beteken 'sukroseverlies' die hoeveelheid, indien daar is, waarmee die sukresemassa toe te skryf aan 'n kweker se totale A-poel en B-poel-rietlewings wat geskied het na die tydperk wat finaal ingevolge subparagraaf (3) (a) bepaal is, of waaroor ooreengekom is, na gelang van die geval [vir die doel van subparagraaf (4) (a)], of geskied het na die tydperk wat ingevolge subparagraaf (3) (a) finaal bepaal is, of 'n normale persseisoen, watter ook al die langste is [vir die doel van subparagraaf (4) (b)], gebaseer op sodanige kweker se gemiddelde sukrese-persent-riet gedurende die toepaslike tydperk, die sukrese-massa wat werklik aan hom ten opsigte van dieselfde lewings toegestaan is, te bowe gaan.

Geskille

(6) 'n Geskil betreffende die vergoedingsbedrag wat ingevolge subparagraaf (4) geëis word, word ingevolge klousule 12 van die Ooreenkoms vir arbitrasie verwys.

(7) 'n Ander geskil wat uit die vertolking of toepassing van hierdie paragraaf ontstaan, word na die Sentrale Raad vir beslissing verwys, en sy beslissing is finaal.

(8) Voordat tot 'n beslissing oor enige geskil geraak word wat na die Sentrale Raad ooreenkomstig subparagraaf (7) verwys is, gee die Sentrale Raad alle belanghebbende partye die geleentheid om deur hom aangehoor te word, en by die neem van sy beslissing hou hy rekening met sodanige aangeleenthede wat hy paslik ag, met inbegrip van die volgende:

(a) Die verpligting van 'n meul om oor die vereiste kapasiteit vermeld in subparagraaf (1) te beskik;

(b) die verpligting van 'n kweker om sy skatting of aangepaste lewingskwota eweredig oor elke persseisoen ingevolge paragraaf 22 (3) te lewer; en

(c) enige ander verbandhebbende omstandigheid, met inbegrip van enige faktor wat die verwerkingskapasiteit beïnvloed, beskikbare rietvoorrade en die toepaslike boerdery- en organisasie-metodes wat normaalweg op die betrokke tydstop in die suikernywerheid aangewend word.

Voorwaardes van toekenning van 'n A-poel-kwota en Meulgeregtigheid

28. (1) Die toekenning van 'n Klein Kwekergeregtigheid aan 'n Klein Kweker, of 'n A-poel-kwota aan 'n kweker, word beskou as verbonde aan die kwotahouer, en ten opsigte slegs van—

(a) grond wat by die Sentrale Raad as die kwotahouer se geregistreerde grond geregistreer is; en

(b) die meul waaraan sodanige kwotahouer in die Kwekersregister vir lewings- of kwotadoeleindes verbonde is.

(2) Die toekenning van 'n Meulgeregtigheid aan 'n meul word beskou as synde verbonde aan die kwotahouer, en ten opsigte van kwekers die kwotas en die sukreselewings van sodanige kwekers, in paragraaf 15 vermeld.

Verandering in voorwaardes van A-poel-kwotatoekenning

(3) Behalwe tot die mate waartoe die Suikervereniging spesifiek ingevolge hierdie Bylae gemagtig is, word geen verandering in die voorwaardes van enige toekenning in subparagraaf (1) bedoel, gemaak nie, hetsy ten opsigte van—

(a) die kwotahouer;

(b) die meul;

(c) the registered land;

(d) the A Pool quota or the B Pool Allowance relating thereto; or

(e) the Small Grower Entitlement,

shall be made without the prior consent of the Central Board, which shall have jurisdiction to decide all questions of or relating to any such alterations, and all cognate questions in connection therewith, including the subdivision of any A Pool quota and any adjustments to the B Pool Allowance in respect thereof, and subdivision of registered land or allocation of A Pool quota upon a disposal, including the leasing, of any portion of registered land, or upon disposal or termination of leasehold titles or similar titles.

(4) Where portion of an A Pool quota is to be transferred pursuant to paragraph 29 or 31, in addition to any reduction of the transferor's area of registered land in terms of either of those paragraphs, as the case may be, the Central Board shall apportion the A Pool deliveries of the transferor during the preceding delivery periods not exceeding five years, in such manner and for such purposes as the Central Board deems appropriate in the circumstances.

Transfer of A Pool Quota or Small Grower Entitlement with land

29. (1) The transfer of A Pool quota or any portion thereof, or of a Small Grower Entitlement, with the transfer to the same transferee in conjunction therewith of an agreed area of registered land, may be permitted subject to the approval of the Central Board on condition that where such A Pool quota or portion thereof includes any provisional or contingency or conditional basic quota, the provisions of paragraph 30 shall be complied with, and in the case of conditional basic quota, such quota shall have been attached to land registered with the Central Board.

(2) For purposes of this paragraph, the expression 'agreed area of registered land' shall mean that area of the registered land of the transferor as the transferor and transferee agree in writing to register in favour of the transferee, and in any such event the Central Board shall reduce the registered land of the transferor by such agreed area and shall simultaneously register in the name of the transferee the agreed area of land.

(3) Any A Pool quota transferred in terms of this paragraph, shall retain the same identity in the hands of the transferee.

(4) Any transfer of a Small Grower Entitlement in terms of this paragraph shall, subject to the provisions of paragraph 4 (5) (d), retain the same identity in the hands of the transferee: Provided that in the event that the transferee is the holder of any A Pool quota, such Small Grower Entitlement shall upon transfer be converted by the Central Board into basic quota in accordance with the provisions of paragraph 4 (6).

(5) For the purposes of this paragraph and paragraph 30, any reference to transfer of land shall include a reference to a transfer of any right of use of the land in question, including a lease, in terms of any arrangement acceptable to the Central Board.

(6) Before approving a transfer of quota in terms of this paragraph, the Central Board shall be furnished with all such documents and information and such other evidence as it may require relating to the transaction, and shall satisfy itself that the transfer in question is based upon an

(c) die geregistreerde grond;

(d) die A-poel-kwota of die B-poel-toekenning wat daarop betrekking het; of

(e) die Klein Kwekergeregtheid,

sonder die voorafverkreë toestemming van die Sentrale Raad, wat die jursidiksie besit om oor alle kwessies te beslis van of met betrekking tot sodanige veranderings, en alle verwante kwessies in verband daarmee, met inbegrip van die onderverdeling van enige A-poel-kwota en enige aanpassings van die B-poel-vergunning ten opsigte daarvan, en onderverdeling van geregistreerde grond of toekenning van A-poel-kwota by die vervreemding, met inbegrip van die verhuring, van enige gedeelte van geregistreerde grond, of by vervreemding of beëindiging van huurtitels of soortgelyke titels.

(4) Waar 'n gedeelte van 'n A-poel-kwota ooreenkomstig paragraaf 29 of 31 oorgedra gaan word, benewens enige vermindering van die oordraer se oppervlakte geregistreerde grond ooreenkomstig die bepalings van enige van daardie paragrawe, na gelang van die geval, wys die Sentrale Raad die A-poel-lewerings van die oordraer gedurende die vooraangaande leweringstydperke wat nie 5 jaar oorskry nie op sodanige wyse en vir sodanige doeleindes as wat die Sentrale Raad onder die omstandighede paslik ag, toe.

Oordrag van 'n A-poel-kwota of Klein Kwekergeregtheid met grond

29. (1) Die oordrag van A-poel-kwota, of enige gedeelte daarvan, of van 'n Klein Kwekergeregtheid, met die oordrag tesame daarmee aan dieselfde oordragnemer van 'n ooreengekome oppervlakte geregistreerde grond, word toegelaat onderworpe aan die goedkeuring van die Sentrale Raad, op voorwaarde dat waar sodanige A-poel-kwotas of gedeelte enige voorlopige of voorwaardelike kwota of kondisionele kwota insluit, die bepalings van paragraaf 30 nagekom word, en in die geval van kondisionele basiese kwota, sodanige kwota aan grond wat by die Sentrale Raad geregistreer is, verbonde moes gewees het.

(2) Vir die doeleindes van hierdie paragraaf beteken die uitdrukking 'ooreengekome oppervlakte geregistreerde grond' daardie oppervlakte geregistreerde grond van die oordraer waarvoor die oordraer en die oordragnemer skriftelik ooreenkom om ten gunste van die oordragnemer te registreer, en in enige sodanige geval verminder die Sentrale Raad die geregistreerde grond van die oordraer met sodanige ooreengekome oppervlakte en registreer terselfdertyd die ooreengekome oppervlakte grond in die naam van die oordragnemer.

(3) 'n A-poel-kwota wat ingevolge hierdie paragraaf oorgedra is, behou dieselfde identiteit in die hande van die oordragnemer.

(4) 'n Oordrag van 'n Klein Kwekergeregtheid ingevolge hierdie paragraaf behou, onderworpe aan die bepalings van paragraaf 4 (5) (d), dieselfde identiteit in die besit van die oordragnemer: Met dien verstande dat in die geval dat die oordragnemer die eienaar is van 'n A-poel-kwota, sodanige Klein Kwekergeregtheid by oordrag deur die Sentrale Raad in 'n basiese kwota omskep word ooreenkomstig die bepalings van paragraaf 4 (6).

(5) Vir die doeleindes van hierdie paragraaf, en paragraaf 30, sluit 'n verwysing na oordrag van grond 'n verwysing na 'n reg van gebruik van die betrokke grond in, met inbegrip van 'n verhuring, kragtens 'n reëling wat vir die Sentrale Raad aanvaarbaar is.

(6) Alvorens die Sentrale Raad 'n oordrag ingevolge hierdie paragraaf goedkeur, word hy voorsien van alle sodanige dokumente en inligting en sodanige ander bewyse as wat hy mag benodig met betrekking tot die transaksie, en stel hy homself tevrede dat die betrokke oordrag gebaseer is op 'n

agreement between the parties concerned acceptable to the Central Board, so as to enable the Central Board to prevent speculation or trafficking in quotas.

Transfer of provisional or contingency quotas with land

30. (1) The whole or part of a contingency quota or of a provisional quota attaching to registered land may be transferred together with the whole or a part of the registered land to which such contingency or provisional quota or part was allocated: Provided that—

(a) the whole area of land in respect of which such contingency or provisional quota, or the part thereof concerned, was registered, has been fully planted to cane; or

(b) if the whole of such area of land has not been fully planted to cane, the transferee has agreed in writing to accept the terms or conditions, if any, which were applicable to the allotment and registration of the area of land in respect of which such contingency or provisional quota or the part thereof was allocated, and the Central Board is satisfied that the transaction does not constitute speculation or trafficking in the contingency or provisional quota or the part thereof concerned.

Transfer of A Pool quota without land

31. (1) The transfer of an A Pool quota or any part thereof to another grower, or any other person, without the transfer of an agreed area of registered land, may be permitted subject to the approval of the Central Board, and subject to the following conditions:

(a) Where quota is being transferred, only basic quota or conditional basic quota referred to in paragraph 3 (10) (b) shall be transferable: Provided that where any such basic quota or conditional basic quota is held by a grower together with any contingency or provisional quota, such basic or conditional basic quota may only be transferred pursuant to the provisions of paragraph 29;

(b) any basic quota or conditional basic quota, or part thereof, referred to in paragraph 3 (10) (b), transferred in terms of this paragraph, shall be recorded in the name of the transferee as provisional quota which shall be subject to conversion into basic quota as provided for in paragraph 8;

(c) no provisional or contingency quota or any part thereof shall be capable of being transferred in accordance with the provisions of this paragraph until such time as such provisional or contingency quota has been translated to basic quota, in accordance with the provisions of paragraph 8.

(2) Notwithstanding the provisions of subparagraph (1), the Central Board may permit the transfer of quota contrary to any provision of that subparagraph, where the Central Board is satisfied, for good cause shown, that such transfer may be permitted: Provided that if any such transfer is permitted without the transfer of land, any such quota, whether basic, conditional basic, provisional or contingency, shall on transfer become provisional quota to which the provisions of this Schedule shall apply.

(3) Should the transferor upon any transfer of quota in accordance with subparagraph (1) agree in writing to de-register the whole or part of his registered land the Central Board shall reduce the registered land, of the transferor to the extent agreed upon, and may register in the name of the

ooreenkoms tussen die betrokke partye wat vir die Sentrale Raad aanvaarbaar is, ten einde die Sentrale Raad in staat te stel om spekulasie of smousery met kwotas te voorkom.

Oordrag van voorlopige of voorwaardelike kwotas met grond

30. (1) Die geheel of gedeelte van 'n voorwaardelike kwota of van 'n voorlopige kwota wat aan geregisteerde grond verbonde is, kan tesame met die geheel of gedeelte van die geregisteerde grond waaraan sodanige voorwaardelike of voorlopige kwota, of gedeelte daarvan, toegeken was, oorgedra word: Met dien verstande dat—

(a) die hele oppervlakte grond ten opsigte waarvan sodanige voorwaardelike of voorlopige kwota of die betrokke gedeelte daarvan geregistreer was, ten volle met riet beplant is; of

(b) indien die geheel van sodanige oppervlakte grond nie ten volle met riet beplant is nie, die oordragnemer skriftelik ingestem het om die bepalinge en voorwaardes, indien daar is, te aanvaar wat op die toekenning en registrasie van die oppervlakte grond ten opsigte waarvan sodanige voorwaardelike of voorlopige kwota of gedeelte daarvan toegeken is, te aanvaar, en die Sentrale Raad tevrede is dat die transaksie nie spekulasie of smousery in die voorwaardelike of voorlopige kwota of die betrokke gedeelte daarvan, uitmaak nie.

Oordrag van 'n A-poel-kwota sonder grond

31. (1) Die oordrag van 'n A-poel-kwota of 'n gedeelte daarvan aan 'n ander kweker of enige ander persoon sonder die oordrag van 'n ooreengekome oppervlakte geregisteerde grond, mag toegelaat word onderworpe aan die volgende voorwaardes:

(a) Wanneer kwota oorgedra word, is slegs basiese of kondisionele basiese kwota waarna in paragraaf 3 (10) (b) verwys word, oordraagbaar: Met dien verstande dat waar sodanige basiese of kondisionele basiese kwota deur 'n kweker saam met 'n voorwaardelike of voorlopige kwota gehou word, sodanige basiese of kondisionele basiese kwota slegs oorgedra mag word ooreenkomstig die bepalinge van paragraaf 29;

(b) 'n basiese kwota of kondisionele basiese kwota of 'n gedeelte daarvan waarna in paragraaf 3 (10) (b) verwys word, oorgedra ingevolge hierdie paragraaf, word in die naam van die oordragnemer as voorlopige kwota aangeteken wat onderworpe is aan omskepping in basiese kwota soos bepaal in paragraaf 8;

(c) geen voorlopige of voorwaardelike kwota of 'n gedeelte daarvan is geskik om ooreenkomstig die bepalinge van hierdie paragraaf oorgedra te word totdat sodanige voorlopige of voorwaardelike kwota in basiese kwota, ooreenkomstig die bepalinge van paragraaf 8, omskep is nie.

(2) Nieteenstaande die bepalinge van subparagraaf (1), mag die Sentrale Raad die oordrag van kwota teenstrydig met enige bepalinge van daardie subparagraaf toelaat, waar die Sentrale Raad, om geldige redes aangevoer, tevrede is dat sodanige oordrag toegelaat kan word: Met dien verstande dat indien so 'n oordrag sonder die oordrag van grond toegelaat word, sodanige kwota, hetsy dit basies, kondisioneel basies, voorlopig of voorwaardelik is, by oordrag voorlopige kwota word waarop die bepalinge van hierdie Bylae van toepassing is.

(3) Indien die oordragnemer by oordrag van kwota ooreenkomstig subparagraaf (1), skriftelik instem om die hele of gedeelte van sy geregisteerde grond van registrasie te onttrek, moet die Sentrale Raad die geregisteerde grond van die oordragnemer tot die mate waarvoor ooreengekom is

transferee an area of land equal to the area of the deregistered land: Provided that the area of land by which the registered land of the transferee is to be increased otherwise complies with the provisions of this Schedule.

(4) Unless permitted by the Central Board on good cause shown, any grower or any other person who acquires quota in terms of this paragraph (hereinafter in this paragraph called 'provisional quota'), and who is a grower already holding any A Pool quota, shall not be permitted to transfer any part of this A Pool quota in terms of this paragraph for a period of seven years from the date of transfer of such provisional quota, or for any period until he has translated such provisional quota to basic quota in accordance with the provisions of paragraph 8, whichever period is the shorter, or unless he has disposed of the aforesaid quotas in terms of paragraph 29.

(5) Any basic quota or part thereof transferred in terms of this paragraph, shall remain attached to the same mill (in this paragraph referred to as the home mill) to which it was attached in respect of the transferor: Provided that the quota to be transferred may be attached to another mill, subject to the concurrence of—

- (a) the home mill;
- (b) the transferee mill;
- (c) the transferor and transferee grower; and
- (d) the Central Board.

(6) Notwithstanding the provisions of subparagraph (5), the transfer of basic quota, or any part thereof, without the transfer of an agreed area of registered land, for delivery to a mill other than the home mill, may be permitted notwithstanding the refusal of the home mill to agree thereto, if the Central Board is satisfied after a full investigation of the matter that—

(a) suitable land is not available in the mill area of the home mill to enable cane to be produced in fulfilment of the quota to be transferred; or

(b) no other prospective purchaser owning or being the lessee of land in the mill area of the home mill is willing and able to purchase such quota at the market value thereof as determined by the Central Board.

(7) For the purposes of this paragraph 'mill area' shall mean the supply area of the mill, together with such other area within the reasonable vicinity of the mill as the Central Board may consider to be appropriate, and 'market value' shall mean the price which a willing buyer would be prepared to pay a willing seller for such quota, if such quota was sold for performance in the mill area of the home mill on the open market at the time of transfer.

(8) It shall be the responsibility of the transferee to satisfy the Central Board that he has made such arrangements with the mill concerned as may be necessary for the delivery of the cane to be produced in respect of any quota transferred to the transferee in terms of this paragraph: Provided that notwithstanding anything to the contrary contained in clause 71 of the Agreement, in the event of any quota being acquired in terms of this paragraph by an existing grower and being attached to the same land of which the transferee's registered land forms part, the same conditions regarding delivery of cane as applied to the transferee's existing A Pool quota, shall apply to the quota acquired in terms of this paragraph and to the basic quota into which such provisional quota may in due course be translated.

verminder, en kan hy 'n oppervlakte grond gelyk aan die oppervlakte van die grond wat van registrasie onttrek is, in die naam van die oordragnemer registreer. Met dien verstande dat die oppervlakte grond waarmee die geregistreerde grond van die oordragnemer vermeerder staan te word, andersins aan die bepalings van hierdie Bylae voldoen.

(4) Tensy deur die Sentrale Raad toegelaat om geldige redes aangevoer, word 'n kweker of 'n ander persoon wat ingevolge hierdie paragraaf kwota verkry (hieronder 'voorlopige kwota' genoem) en wat 'n kweker is wat reeds oor 'n A-poel-kwota beskik, nie toegelaat om 'n deel van sy A-poel-kwota oor te dra ingevolge hierdie paragraaf vir 'n tydperk van sewe jaar vanaf die datum van oordrag van sodanige voorlopige kwota, of vir enige tydperk totdat hy sodanige voorlopige kwota ooreenkomstig die bepalings van paragraaf 8 in basiese kwota omskep het nie, welke tydperk ookal die kortste is, of tensy hy die voornoemde kwotas ingevolge paragraaf 29 verkoop het.

(5) 'n Basiese kwota of gedeelte daarvan oorgedra ingevolge hierdie paragraaf, bly verbonde aan dieselfde meul (in hierdie paragraaf 'die tuismeul' genoem) waaraan dit verbonde was ten opsigte van die oordraggewer: Met dien verstande dat 'n kwota wat so oorgedra is aan 'n ander meul verbind mag word, onderworpe aan die instemming van—

- (a) die tuismeul;
- (b) die oordragnemermeul;
- (c) die oordraggewer- en oordragnemerkweker; en
- (d) die Sentrale Raad.

(6) Nieteenstaande die bepalings van subparagraaf (5), mag die oordrag van basiese kwota of 'n gedeelte daarvan sonder die oordrag van 'n ooreengekome oppervlakte geregistreerde grond, vir lewering aan 'n ander meul as die tuismeul, toegelaat word nieteenstaande die weiering van die tuismeul om daartoe in te stem, indien die Sentrale Raad, na 'n volledige ondersoek van die aangeleentheid, tevrede is dat—

(a) geskikte grond nie in die meulgebied van die tuismeul beskikbaar is om die produksie van riet moontlik te maak ter vervulling van die kwota wat oorgedra staan te word nie; of

(b) geen ander voornemende koper, wat grond in die tuismeulgebied besit of die huurder daarvan is, gewillig en in staat is om sodanige kwota teen die markwaarde daarvan, deur die Sentrale Raad bepaal, te koop nie.

(7) Vir die doeleindes van hierdie paragraaf beteken 'meulgebied' die voorsieningsgebied van die meul, tesame met sodanige ander gebied binne redelike nabyheid aan die meul wat die Sentrale Raad meen toepaslik is, en beteken 'markwaarde' die prys wat 'n gewillige koper bereid sal wees om aan 'n gewillige verkoper vir sodanige kwota, indien sodanige kwota vir vervulling in die meulgebied op die ope mark ten tye van die oordrag, verkoop sou word, te betaal.

(8) Dit is die verantwoordelikheid van die oordragnemer om die Sentrale Raad tevrede te stel dat hy sodanige reëlings met die betrokke meul getref het wat nodig mag wees vir die lewering van riet wat geproduseer staan te word ten opsigte van 'n kwota aan die oordragnemer ingevolge hierdie paragraaf oorgedra: Met dien verstande dat nieteenstaande enigiets tot die teendeel in klousule 71 van die Ooreenkoms vervat, ingeval 'n kwota ingevolge die bepalings van hierdie paragraaf deur 'n bestaande kweker bekom word en aan dieselfde grond waarvan die oordragnemer se geregistreerde grond deel uitmaak, verbonde sal wees, dieselfde voorwaardes betreffende die lewering van riet soos toegepas op die oordragnemer se bestaande A-poel-kwota van toepassing sal wees op die kwota ingevolge hierdie paragraaf bekom en op die basiese kwota waarin sodanige voorlopige kwota mettertyd omskep mag word.

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

(a) that the transfer of a quota, or any portion thereof, without the transfer of an agreed area of registered land, is based upon an agreement between the parties concerned acceptable to the Central Board, so as to enable the Central Board to prevent speculation or trafficking in quotas; and

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

(10) Any transfer of quota approved in terms of this paragraph, shall have effect from a date to be determined by the Central Board: Provided that delivery of cane from both the agreed area by which the transferor's registered land shall be reduced by the Central Board, and from the agreed area of land which the Central Board shall register as the registered land of the transferee in terms of subparagraph (3), shall not be permissible during the same year.

Small Growers

32. (1) In the event that the transferee in respect of any Small Grower Entitlement in terms of paragraph 29 is an existing Small Grower, and the approval of the transfer will in the opinion of the Central Board result in the aggregate of the transferee's deliveries of sucrose from his combined registered land exceeding on average an amount equivalent to 150 tons sucrose per year, the Central Board shall concurrently with such transfer, convert the Small Grower Entitlement being transferred to basic quota, and the transferee's existing Small Grower Entitlement to basic quota, both in accordance with the provisions of paragraphs 4 (5) and (6).

(2) In considering any application for a transfer of Small Grower Entitlements, the Central Board shall take cognisance of any recommendation with regard to such transfer that may have been communicated to the Central Board by the Minister of Agriculture and Forestry, KwaZulu, or KaNgwane Government Service, KaNgwane or the Minister of Agriculture and Forestry of the Government of Transkei, as the case may be.

(3) No grower who is registered with A Pool quota shall be permitted to transfer any part of such quota in terms of any of paragraphs 29 to 31 (10), inclusive, if the effect thereof will be that the transferee will be a Small Grower, or the transferor will become a Small Grower, unless the transferor and transferee satisfy the Central Board that such transfer does not constitute speculation or trafficking in sucrose quotas, or constitute a scheme or device adopted for the purpose of obtaining an undue advantage under the Pool System.

(4) The transfer of the whole of a Small Grower Entitlement to another grower, or any other person, without the transfer of an agreed area of registered land, may be permitted subject to the approval of the Central Board: Provided that—

(a) where the transferee is an existing Small Grower and the approval of the transfer will in the opinion of the Central Board result in the aggregate of the transferee's deliveries of sucrose exceeding on average an amount equivalent to 150 tons sucrose per year, the Central

(9) Voordat 'n oordrag van kwota ingevolge hierdie paragraaf goedgekeur word, word die Sentrale Raad van alle sodanige dokumente en inligting, en sodanige ander bewyse wat verlang mag word in verband met die transaksie tussen die applikant-oordraggewer en die applikant-oordragnemer voorsien en stel hy homself tevrede dat—

(a) die oordrag van 'n kwota of 'n gedeelte daarvan sonder die oordrag van 'n ooreengekome oppervlakte grond, gebaseer is op 'n ooreenkoms tussen die betrokke partye wat vir die Sentrale Raad aanvaarbaar is, ten einde die Sentrale Raad in staat te stel om spekulasie en smousery in kwotas te verhoed; en

(b) die grond waaraan die kwota wat oorgedra staan te word, verbind sal word, geskik is vir rietproduksie.

(10) Die oordrag van kwota, goedgekeur ingevolge hierdie paragraaf, tree vanaf 'n datum deur die Sentrale Raad bepaal te word, in werking: Met dien verstande dat die lewering van riet vanaf beide die ooreengekome oppervlakte waarmee die oordraggewer se geregistreerde grond deur die Sentrale Raad verminder moet word, en vanaf die ooreengekome oppervlakte grond wat die Sentrale Raad moet registreer as die geregistreerde grond van die oordragnemer ingevolge subparagraph (3), nie tydens dieselfde jaar toelaatbaar is nie.

Klein Kwekers

32. (1) Ingeval die oordragnemer ten opsigte van 'n Klein Kwekergeregtheid ingevolge paragraaf 29 'n bestaande Klein Kweker is, en die goedkeuring van die oordrag volgens die oordeel van die Sentrale Raad tot gevolg sal hê dat die totaal van die oordragnemer se sukreselewerings van sy gekombineerde geregistreerde grond, gemiddeld 'n hoeveelheid gelyk aan 150 ton sukrese per jaar, sal oorskry, skakel die Sentrale Raad, gelyktydig met sodanige oordrag, die Klein Kwekergeregtheid wat oorgedra word na basiese kwota om, en die oordragnemer se bestaande Klein Kwekergeregtheid oor na basiese kwota, beide ooreenkomstig die bepalings van paragrawe 4 (5) en (6).

(2) By die oorweging van 'n aansoek om oordrag van 'n Klein Kwekergeregtheid, neem die Sentrale Raad kennis van 'n aanbeveling, in verband met sodanige oordrag, wat aan die Sentrale Raad meegedeel mag gewees het, deur die Minister van Landbou en Bosbou, KwaZulu of die KaNgwane Regeringsdiens, KaNgwane of die Minister van Landbou en Bosbou van die Regering van Transkei, na gelang van die geval.

(3) Geen kweker vir wie A-poel-kwota registreer is word toegelaat om 'n deel van sodanige kwota ingevolge enige van paragrawe 29 tot en met 31 (10), oor te dra nie, indien die uitwerking daarvan sal wees dat die oordragnemer 'n Klein Kweker sal wees, of dat die oordraggewer 'n Klein Kweker sal word nie, tensy die oordraggewer en die oordragnemer die Sentrale Raad tevrede stel dat sodanige oordrag nie spekulasie of smousery in sukresekwotas sal uitmaak nie, of 'n skema of plan uitmaak wat aanvaar word met die doel om 'n onbehoorlike voordeel onder die Poelstelsel te bekom nie.

(4) Die oordrag van die geheel van 'n Klein Kwekergeregtheid aan 'n ander kweker, of enige ander persoon, sonder die oordrag van 'n ooreengekome oppervlakte geregistreerde grond, kan toegelaat word onderhewig aan die goedkeuring van die Sentrale Raad: Met dien verstande dat—

(a) waar die oordragnemer 'n bestaande Klein Kweker is en die goedkeuring van die oordrag na die oordeel van die Sentrale Raad tot gevolg sal hê dat die totaal van die oordragnemer se lewerings van sukrese gemiddeld 'n hoeveelheid gelykstaande aan 150 ton sukrese per jaar sal

Board shall concurrently with such transfer convert the Small Grower Entitlement being transferred, to provisional quota, which shall be subject to conversion into basic quota as provided for in paragraph 8, and the transferee's existing Small Grower Entitlement to basic quota, both *mutatis mutandis* in accordance with the provisions of paragraph 4 (5) and (6); and

(b) the transferee, whether an existing Small Grower or a new Small Grower, has suitable land capable of registration in accordance with the provisions of this Schedule to enable cane to be produced in fulfilment of the entitlement to be transferred; and

(c) where the transferee is the holder of an A Pool quota, the Central Board shall concurrently with such transfer convert the Small Grower Entitlement being transferred to provisional quota, which shall be subject to conversion into basic quota as provided for in paragraph 8, and which shall be calculated in accordance with paragraph 4 (6).

(5) The provisions of paragraph 31 (6) to (10) shall apply *mutatis mutandis* to any transfer in terms of subparagraph (4).

Substitution of land

33. (1) Any change of a grower's registered land by the substitution of an equal area 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, and that it is a reasonable and *bona fide* substitution of land to take the place of the registered land which has been withdrawn, or is to be withdrawn.

(2) No grower shall plant to cane any land in substitution for his existing registered land, or any part of it, without first obtaining the approval of the Central Board, and no grower shall plant cane on the land so substituted until he has ceased all cane farming operations on the land that is withdrawn.

(3) If a grower commences, or carries out, a substitution for his quota land in breach of the provisions of subparagraph (2), the Central Board shall assess any wrongful advantage which the grower may obtain, or may have obtained, thereby, and may impose such penalty as is in his opinion commensurate with such wrongful advantage obtained by the grower.

(4) If the Central Board is satisfied that a grower has delivered cane to a mill from the land so substituted in breach of any provision of this paragraph, the Central Board may cancel and delete such deliveries in the name of the grower concerned, and may in addition impose a penalty upon the grower concerned not exceeding the value of such cane.

(5) A certificate signed by the Chairman of the Central Board specifying therein the amount of any penalty imposed upon a grower in accordance with subparagraph (3) or (4), shall upon its receipt by a mill, constitute sufficient authority for such mill to deduct from any proceeds which are due or which may become due to such grower by the mill, the amount of the penalty, and to pay such penalty to the Sugar Association.

(6) The Central Board may withhold its consent to the transfer of a quota by a grower if any penalty, or part thereof, imposed upon such grower in terms of subparagraph (3) or (4), remains outstanding.

oorskry, moet die Sentrale Raad tegelykertyd met sodanige oordrag die Klein Kwekergeregtigdheid wat oorge-dra word, omskakel na voorwaardelike kwota, wat onderworpe sal wees aan omskakeling na basiese kwota soos bedoel in paragraaf 8, en die oordragnemer se bestaande Klein Kwekergeregtigdheid na basiese kwota, beide *mutatis mutandis* ooreenkomstig die bepalings van paragraaf 4 (5) en (6); en

(b) die oordragnemer, hetsy hy 'n bestaande Klein Kweker of 'n nuwe Klein Kweker is, grond het wat geskik is om ooreenkomstig die bepalings van hierdie Bylae geregistreer te word om die produksie van riet ter vervulling van die geregtigdheid, wat oorgedra staan te word, te produseer; en

(c) waar die oordragnemer die houer van 'n A-poelkwota is, moet die Sentrale Raad gesamentlik met sodanige oordrag die Klein Kwekergeregtigdheid na voorlopige kwota wat onderworpe is aan omskakeling na basiese kwota, soos bepaal in paragraaf 8, omskakel, en wat ooreenkomstig paragraaf 4 (6) bereken moet word.

(5) Die bepalings van paragraaf 31 (6) tot (10) is *mutatis mutandis* van toepassing op 'n oordrag ingevolge subparagraaf (4).

Vervanging van grond

33. (1) 'n Verandering van 'n kweker se kwotagrond deur vervanging daarvan met 'n gelyke oppervlakte ander grond in sy besit, is toelaatbaar onderworpe daaraan dat die Sentrale Raad tevrede gestel word dat sodanige ander grond geskikte grond is vir rietverbouing, en dat dit 'n redelike en *bona fide* vervanging is om die plek te neem van die geregistreerde grond wat onttrek word, of onttrek staan te word.

(2) Geen kweker mag grond ter vervanging van sy bestaande geregistreerde grond, of enige gedeelte daarvan, met riet beplant, sonder dat hy vooraf goedkeuring van die Sentrale Raad verkry het nie, en geen kweker mag riet plant op die grond wat aldus kwotagrond vervang voordat hy alle rietboerderybedrywighede op die grond wat onttrek word, gestaak het nie.

(3) Indien 'n kweker met vervanging van sy kwotagrond sou begin of dit uitvoer, strydig met die bepalings van subparagraaf (2), bepaal die Sentrale Raad enige onregmatige voordeel wat die kweker daardeur mag verkry, of mag verkry het, en kan hy 'n straf opleë wat volgens sy oordeel in verhouding is tot sodanige onregmatige voordeel deur die kweker verkry.

(4) Indien die Sentrale Raad tevrede is dat 'n kweker riet aan 'n meul gelewer het vanaf grond wat aldus vervang is, strydig met enige bepaling van hierdie paragraaf, kan die Sentrale Raad sodanige lewerings op naam van die betrokke kweker kanselleer en skrap, en kan hy ook 'n boete wat nie die waarde van sodanige riet oorskry nie, op die betrokke kweker lê.

(5) 'n Sertifikaat onderteken deur die Voorsitter van die Sentrale Raad waarin die bedrag van 'n boete op die Kweker ingevolge subparagraaf (3) of (4) opgelê, gespesifiseer word, maak by ontvangs deur 'n meul voldoende magtiging uit vir sodanige meul om die bedrag van die boete van enige opbrengs wat aan sodanige kweker verskuldig is, of verskuldig mag word, af te trek, en om sodanige boete aan die Suikervereniging te betaal.

(6) Die Sentrale Raad mag sy toestemming vir die oordrag van 'n kwota deur 'n kweker weerhou, indien 'n boete of gedeelte daarvan wat op sodanige kweker ingevolge subparagraaf (3) of (4) opgelê is, uitstaande is.

Permanent closing down of mill

34. (1) If a mill intends to close down permanently, the mill concerned (in this paragraph referred to as the closing mill) shall give not less than two (2) months prior written notice thereof to its Mill Group Board and to the Central Board, and shall publish a notice to the same effect in an English and an Afrikaans newspaper circulating in the district in which such mill is situated, so as to appear in such publications within seven (7) days of the furnishing of such notices.

(2) Upon receipt of such written notice by the Mill Group Board concerned it shall forthwith take all reasonable steps to inform the growers under its jurisdiction of the date of closure of the mill.

(3) A Mill Group Board shall, in respect of any grower falling under the jurisdiction of any authority referred to in this subparagraph, be deemed to have complied with the provisions of subparagraph (2) if within seven (7) days of receipt of the notice in terms of subparagraph (1), it shall have dispatched a letter recording the date of closure of the mill together with the name of the grower concerned by prepaid certified mail, addressed to the Minister of Agriculture and Forestry, KwaZulu, or the KaNgwane Government Service, KaNgwane, or the Minister of Agriculture and Forestry of the Government of Transkei, as the case may be.

(4) (a) The Central Board shall immediately following receipt of the notice referred to in subparagraph (1), advise all the other mills in writing of the closure, and shall request such mills to advise the Central Board of the extent to which such mills would like to accommodate the growers of the closing mill.

(b) Such advice shall be given to the Central Board within fourteen (14) days of receipt of the Central Board's said notice to the mill in question.

(5) The Central Board shall, following receipt of such response as it may receive from the other mills, accommodate the relevant growers of the closing mill at such other mills, to such extent and upon such terms and conditions as may be prescribed by the Central Board.

(6) The Central Board shall thereupon notify the growers attached to the closing mill and the other mill or mills concerned, and their respective Mill Group Boards, of its intention to attach such growers and their respective quotas to such other mills pursuant to such accommodation arrangements as it may have determined, and shall advise the growers that unless the grower objects thereto by notice in writing to the Central Board given within thirty (30) days of the date of the Central Board's notice to the grower in question, such attachment shall be effected in accordance with the Central Board's notification.

(7) The attachment of a grower and his quota to such alternative mill shall be made by the Central Board subject to the approval of the Sugar Association—

(a) if no objection is duly made by the grower, within the time allowed; or

(b) if objection is made by the grower, and such objection is overruled.

(8) To the extent that A Pool quotas and Small Grower Entitlements attached to the closing mill are either not accommodated at or attached to any mill in accordance with the provisions of subparagraphs (5) and (6), such quotas or Small Grower Entitlements may be disposed of subject to

Permanente sluiting van 'n meul

34. (1) Indien 'n meul van voorneme is om permanent te sluit, gee die betrokke meul (in hierdie paragraaf 'die meul wat sluit' genoem) minstens twee (2) maande skriftelik vooruit kennis daarvan aan sy Meulgroepraad en die Sentrale Raad, en publiseer 'n kennisgewing te dien effekte in 'n Engelse en Afrikaanse koerant wat in die distrik versprei word waarin sodanige meul geleë is, om in sodanige publikasies binne sewe (7) dae van die verstrekking van sodanige kennisgewings te verskyn.

(2) By ontvangs van sodanige geskrewe kennisgewing deur die betrokke Meulgroepraad doen hy onmiddellik alle redelike stappe om die kwekers onder sy jurisdiksie te verwittig van die datum waarop die meul sluit.

(3) 'n Meulgroepraad moet ten opsigte van 'n kweker wat onder die jurisdiksie van enige owerheid waarna in hierdie subparagraaf verwys word, val, geag word om die bepalings van subparagraaf (2) na te gekom het indien hy binne sewe (7) dae vanaf ontvangs van die kennisgewing ingevolge subparagraaf (1), 'n brief waarin die datum van sluiting van 'n meul en die naam van die betrokke kweker vermeld word per vooruitbetaalde gesertifiseerde pos afge-stuur het, geadresseer aan die Minister van Landbou en Bosbou, KwaZulu of die KaNgwane Regeringsdiens, KaNgwane of die Minister van Landbou en Bosbou van die Regering van Transkei, na gelang van die geval.

(4) (a) Die Sentrale Raad stel onmiddellik na ontvangs van die kennisgewing waarna in subparagraaf (1) verwys word, al die ander meule skriftelik in kennis van die sluiting, en versoek sodanige meul om die Sentrale Raad in kennis te stel van die mate waartoe sodanige meul die kwekers van die meul wat sluit, wil akkommodeer.

(b) Sodanige kennisgewing word aan die Sentrale Raad binne veertien (14) dae vanaf ontvangs van die Sentrale Raad se genoemde kennisgewing aan die betrokke meul, verstrek.

(5) Die Sentrale Raad neem, na ontvangs van sodanige reaksie as wat dit van die ander meule mag ontvang, die betrokke kwekers van die meul wat sluit, by sodanige meule op, onder sodanige bepalings en voorwaardes as wat deur die Sentrale Raad voorgeskryf mag word.

(6) Die Sentrale Raad stel daarop die kwekers verbonde aan die meul wat sluit en die ander betrokke meul of meule, en hulle onderskeie Meulgroeprade, in kennis van sy voorneme om sodanige kwekers en hul onderskeie kwotas aan sodanige ander meule te verbind ooreenkomstig sodanige opnamereëlings wat hy mag bepaal, en stel die kwekers in kennis dat tensy die kweker skriftelik beswaar by die Sentrale Raad daarteen aanteken, binne dertig (30) dae vanaf die datum van die Sentrale Raad se kennisgewing aan die betrokke kweker, sodanige verbinding ooreenkomstig die Sentrale Raad se kennisgewing uitgevoer sal word.

(7) Die verbinding van 'n kweker en sy kwota aan sodanige alternatiewe meul word deur die Sentrale Raad, onderworpe aan die goedkeuring van die Suikervereniging, gemaak—

(a) indien geen beswaar deur die kweker binne die toegelate tyd gemaak word nie; of

(b) indien beswaar deur die kweker gemaak word, en sodanige beswaar van die hand gewys word.

(8) Tot die mate wat A-poel-kwotas en Klein Kwekeregeregthede verbonde aan die meul wat sluit nie ingevolge die bepalings van subparagrafe (5) en (6) by 'n meul opgeneem of daaraan verbind word nie, kan oor sodanige kwotas of Klein Kwekeregeregthede beskik word onderworpe aan die bepalings van hierdie Bylae en mag dit, onderworpe

the terms of this Schedule and may, subject to the approval of the Sugar Association, be attached to any mill which is willing to accept cane produced in respect of the A Pool quota or Small Grower Entitlement.

(9) The provisions of this paragraph shall not prejudice any contractual right, and the corresponding remedy available in connection therewith, in respect of any agreement between the closing mill and any grower which may be affected by any such provision.

Hearings by Central Board

35. (1) Save in respect of any accommodation of quotas pursuant to paragraph 34 (5), the Central Board shall, in exercising any jurisdiction conferred upon it by any provision of paragraphs 27 to 34, inclusive, before coming to any decision, take such reasonable steps as the Central Board shall, in its sole discretion, deem necessary with a view to giving interested parties the opportunity of being heard before it.

(2) The Central Board shall in the exercise of such powers, act reasonably and equitably according to the circumstances of the case.

Predecessors in title

36. For purposes of paragraphs 3, 4 (5), 8, 9, 10, 11, 14 and 22 (4) to (6), any reference to a grower shall be construed as including such grower's predecessors in title to such grower's A Pool quota or, as the case may be, the sucrose quota held in terms of the Agreement prior to 1 May 1985, and in any event in respect of the same land or land substituted therefor in terms of paragraph 33 or in terms of clause 32 (3) of the Agreement prior to 1 May 1985, as the case may be."

21. (1) Subject to subparagraph (2), the provisions of this Schedule shall be deemed to have come into operation on 1 May 1985.

(2) Cane delivered or tendered for delivery on or after 1 April 1985, shall, pursuant to the provisions of this Agreement, as amended by this Schedule, be deemed to have been so delivered or tendered for delivery.

aan die goedkeuring van die Suikervereniging, aan 'n meul wat gewillig is om riet geproduseer ten opsigte van die A-poel-kwota of Klein Kwekergeregtigheid te aanvaar, verbind word.

(9) Die bepalings van hierdie paragraaf benadeel nie enige kontraktuele regte en ooreenstemmende regs middel beskikbaar in verband daarmee, ten opsigte van 'n ooreenkoms tussen die meul wat sluit en 'n kweker wat deur enige sodanige bepalings geraak mag word nie.

Verhore deur die Sentrale Raad

35. (1) Behalwe ten opsigte van enige inname van kwotas kragtens paragraaf 34 (5), doen die Sentrale Raad by die uitoefening van sy jurisdiksie, deur enige bepaling van paragrafe 27 tot en met 34 verleen, voordat hy tot 'n besluit geraak, sodanige stappe as wat die Sentrale Raad in sy eie oordeel nodig ag met die oog daarop om belanghebbendes die geleentheid te gee om deur hom aangehoor te word.

(2) Die Sentrale Raad tree in die uitoefening van sodanige magte redelik en billik op na gelang van die omstandighede van die geval.

Regsvoorgangers

36. Vir die doeleindes van paragrafe 3, 4 (5), 8, 9, 10, 11, 14 en 22 (4) tot (6), word enige verwysing na 'n kweker uitgelê as insluitende sodanige kweker se regsvoorgangers ten opsigte van sodanige kweker se A-poel-kwota of, na gelang van die geval, die sukresekwota gehou ingevolge die Ooreenkoms voor 1 Mei 1985, en in ieder geval ten opsigte van dieselfde grond of grond wat dit vervang het ingevolge paragraaf 33, of ingevolge klousule 32 (3) van die Ooreenkoms voor 1 Mei 1985, na gelang van die geval."

21. (1) Behoudens subparagraaf (2), word die bepalings van hierdie Bylae geag op 1 Mei 1985 in werking te getree het.

(2) Riet wat op of na 1 April 1985 gelewer of vir lewering aangebied is, word geag ooreenkomstig die bepalings van die Ooreenkoms, soos deur hierdie Bylae gewysig, aldus gelewer of vir lewering aangebied te gewees het.

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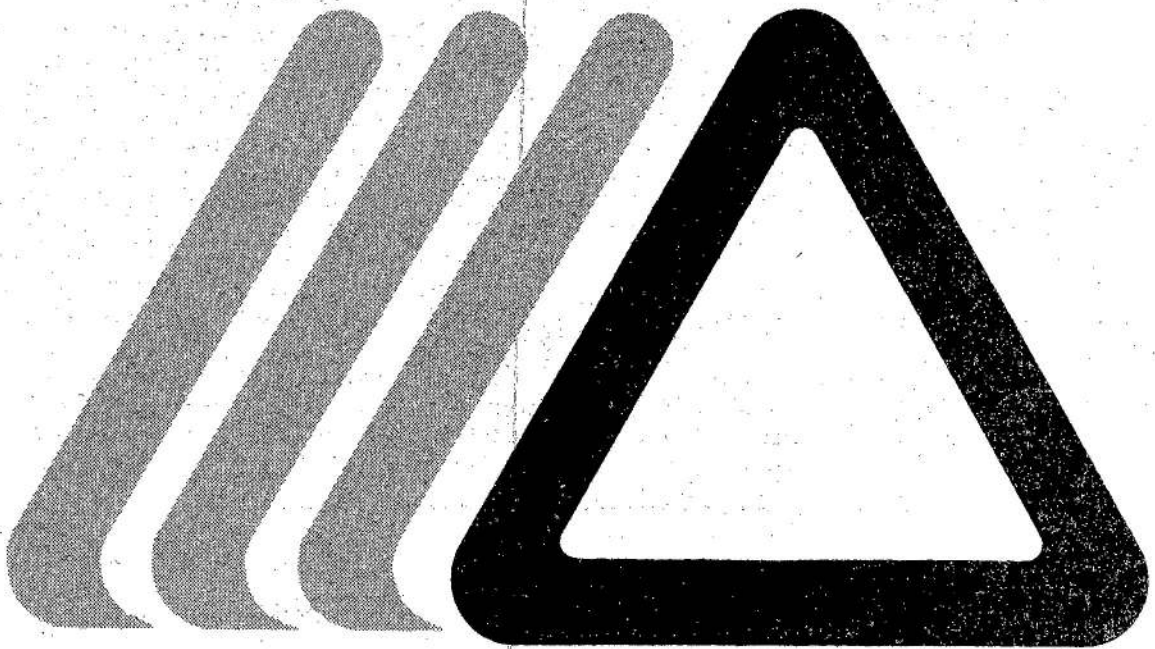
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