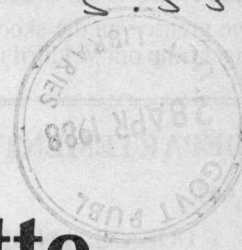


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PRETORIA, 8 APRIL 1988

No. 11241

GOEWERMENSKENNISGEWINGS

ADMINISTRASIE: VOLKSRAAD

DEPARTEMENT VAN ONDERWYS EN KULTUUR

No. R. 681 8 April 1988

VERANDERING VAN GRENSE VAN SKOOLRAADSGBIEDE

Kragtens die bevoegdheid my verleen by artikel 11 (1) van die Onderwysordonnansie, 1956, Ordonnansie 20 van 1956 (Kaa), saamgelees met Proklamasie 54 van 1986 van 27 Maart 1986, verander ek Petrus Johannes Clase, Minister van Onderwys en Kultuur, Administrasie: Volksraad, hierby die grense van die skoolraadsgebiede van Beaufort-Wes, De Aar, Kaap, Malmesbury, Parow, Piketberg, Vanrhynsdorp en Vredenburg ooreenkomstig bygaande Bylae.

P. J. CLASE,

Minister van Onderwys en Kultuur.

BYLAE

1. Die grense van die skoolraadsgebied van Beaufort-Wes word ingekrimp om die landdrosdistrik van Richmond uit te sluit.
2. Die grense van die skoolraadsgebied van De Aar word uitgebrei om die landdrosdistrik van Richmond in te sluit.
3. Die grense van die skoolraadsgebied van die Kaap word uitgebrei om die twee skole in Table View en die Tegniese Kollege Wingfield in te sluit.
4. Die grense van die skoolraadsgebied van Malmesbury word uitgebrei om die Melkbosstrand-gebied en Philadelphia in te sluit.
5. Die grense van die skoolraadsgebied van Parow word ingekrimp om die twee skole in Table View, die Tegniese Kollege Wingfield, die Melkbosstrand-gebied en Philadelphia uit te sluit.

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GOVERNMENT NOTICES

ADMINISTRATION: HOUSE OF ASSEMBLY

DEPARTMENT OF EDUCATION AND CULTURE

No. R. 681 8 April 1988

ALTERATION OF BOUNDARIES OF SCHOOL BOARD AREAS

Under the powers vested in me by section 11 (1) of the Education Ordinance, 1956, Ordinance 20 of 1956 (Cape), read with Proclamation 54 of 1986 of 27 March 1986, I, Petrus Johannes Clase, Minister of Education and Culture, Administration: House of Assembly, hereby alter the boundaries of the school board areas of Beaufort West, Cape, De Aar, Malmesbury, Parow, Piketberg, Vanrhynsdorp and Vredenburg in accordance with the accompanying Addendum.

P. J. CLASE,

Minister of Education and Culture.

ADDENDUM

1. The boundaries of the school board area of Beaufort West are contracted to exclude the Magisterial District of Richmond.
2. The boundaries of the school board area of the Cape are extended to include the two schools in Table View and Wingfield Technical College.
3. The boundaries of the school board area of De Aar are extended to include the Magisterial District of Richmond.
4. The boundaries of the school board area of Malmesbury are extended to include the Melkbosstrand area and Philadelphia.
5. The boundaries of the school board area of Parow are contracted to exclude the two schools in Table View, Wingfield Technical College, the Melkbosstrand area and Philadelphia.

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6. Die grense van die skoolraadsgebied van Piketberg word ingekrimp om Citrusdal uit te sluit en uitgebrei om Velddrif in te sluit.

7. Die grense van die skoolraadsgebied van Vanrhynsdorp word uitgebrei om Citrusdal in te sluit.

8. Die grense van die skoolraadsgebied van Vredenburg word ingekrimp om Velddrif uit te sluit.

6. The boundaries of the school board area of Piketberg are contracted to exclude Citrusdal and extended to include Velddrif.

7. The boundaries of the school board area of Vanrhynsdorp are extended to include Citrusdal.

8. The boundaries of the school board area of Vredenburg are contracted to exclude Velddrif.

DEPARTEMENT VAN FINANSIES

No. R. 641

8 April 1988

DOEANE- EN AKSYNSWET, 1964

WYSIGING VAN BYLAE 1 (No. 1/1/25)

Kragtens artikel 48A van die Doeane- en Aksynswet, 1964—

1. word Deel 1 van Bylae 1 by genoemde Wet hiermee gewysig in die mate in die Bylae hiervan aangetoon; en
2. word hierdie wysiging, vir sover dit betrekking het op die goedere van subpos No. 2710.00.12, geag op 1 Januarie 1988 in werking te getree het.

K. D. S. DURR,
Adjunk-minister van Finansies.

DEPARTMENT OF FINANCE

No. R. 641

8 April 1988

CUSTOMS AND EXCISE ACT, 1964

AMENDMENT OF SCHEDULE 1 (No. 1/1/25)

Under section 48A of the Customs and Excise Act, 1964—

1. Part 1 of Schedule 1 to the said Act is hereby amended to the extent set out in the Schedule hereto; and
2. this amendment, in so far as it relates to the goods specified in subheading No. 2710.00.12, shall be deemed to have come into operation on 1 January 1988.

K. D. S. DURR,
Deputy Minister of Finance.

BYLAE

Pos	Subpos	T. S.	Artikel Beskrywing	Statistiese Eenheid	Skaal van Reg	Annotasies
14.01			Deur in subpos No. 1401.90.90, toetssyfer "5" deur toetssyfer "6" te vervang.			
14.02			Deur in subpos No. 1402.99, toetssyfer "5" deur toetssyfer "1" te vervang.			
16.02			Deur in subpos No. 1602.42, toetssyfer "7" deur toetssyfer "8" te vervang.			
27.10			Deur in die Engelse teks van subpos No. 2710.00.12 die uitdrukking "0,991c/ℓ" deur die uitdrukking "0,091c/ℓ" te vervang.			

Opmerking.—Drukfoute word reggestel.

SCHEDULE

Heading	Sub-heading	C. D.	Article Description	Statistical Unit	Rate of Duty	Annotations
14.01			By the substitution in subheading No. 1401.90.90 for check digit "5" of check digit "6".			
14.02			By the substitution in subheading No. 1402.99 for check digit "5" of check digit "1".			
16.02			By the substitution in subheading No. 1602.42 for check digit "7" of check digit "8".			
27.10			By the substitution in subheading No. 2710.00.12 for the expression "0,991c/ℓ" of the expression "0,091c/ℓ".			

Note.—Typographical errors are rectified.

No. R. 642

8 April 1988

DOEANE- EN AKSYNSWET, 1964

WYSIGING VAN BYLAE 1 (No. 1/1/26)

Kragtens artikel 48 van die Doeane- en Aksynswet, 1964, word Deel 1 van Bylae 1 by genoemde Wet hiermee gewysig in die mate in die Bylae hiervan aangetoon.

K. D. S. DURR,
Adjunk-minister van Finansies.

No. R. 642

8 April 1988

CUSTOMS AND EXCISE ACT, 1964

AMENDMENT OF SCHEDULE 1 (No. 1/1/26)

Under section 48 of the Customs and Excise Act, 1964, Part 1 of Schedule 1 to the said Act is hereby amended to the extent set out in the Schedule hereto.

K. D. S. DURR,
Deputy Minister of Finance.

BYLAE

Pos	Subpos	T. S.	Artikel Beskrywing	Statistiese Eenheid	Skaal van Reg	Annotasies
59.04 "59.04			Deur pos No. 59.04 deur die volgende te vervang: Linoleum, hetsy na vorm gesny al dan nie; vloerbedekkings wat uit 'n bestryking of bedekking wat op 'n tekstielbasis aangebring is, bestaan, hetsy na vorm gesny al dan nie.			
	5904.10	7	Linoleum	m ²	10%	
	5904.9		Ander:			
	5904.91	3	Met 'n basis wat uit prikvilt of veselvliesstowwe bestaan	m ²	20%	
	5904.92	6	Met ander tekstielbasis	m ²	20%''	

Opmerking.—Pos No. 59.04 word herskryf en die uitwerking daarvan is dat—

- (a) sekere afsonderlike voorsienings ingetrek word;
- (b) sekere skale van reg gewysig word; en
- (c) die statistiese eenheid vanaf "kg" na "m²" gewysig word.

SCHEDULE

Heading	Sub-heading	C. D.	Article Description	Statistical Unit	Rate of Duty	Annotations
59.04 "59.04			By the substitution for heading No. 59.04 of the following: Linoleum, whether or not cut to shape; floor coverings consisting of a coating or covering applied on a textile backing, whether or not cut to shape.			
	5904.10	7	Linoleum	m ²	10%	
	5904.9		Other:			
	5904.91	3	With a base consisting of needleloom felt or non-wovens	m ²	20%	
	5904.92	6	With other textile base	m ²	20%''	

Note.— Heading No. 59.04 is restated and the effect thereof is that—

- (a) certain separate provisions are deleted;
- (b) certain rates of duty are amended; and
- (c) the statistical unit is amended from "kg" to "m²".

No. R. 643

8 April 1988

DOEANE- EN AKSYNSWET, 1964

WYSIGING VAN BYLAE 1 (No. 1/1/27)

Kragtens artikel 48 van die Doeane- en Aksynswet, 1964, word Deel 1 van Bylae 1 by genoemde Wet hiermee gewysig in die mate in die Bylae hiervan aangetoon.

K. D. S. DURR,

Adjunk-minister van Finansies.

No. R. 643

8 April 1988

CUSTOMS AND EXCISE ACT, 1964

AMENDMENT OF SCHEDULE 1 (No. 1/1/27)

Under section 48 of the Customs and Excise Act, 1964, Part 1 of Schedule 1 to the said Act is hereby amended to the extent set out in the Schedule hereto.

K. D. S. DURR,

Deputy Minister of Finance.

BYLAE

Pos	Sub-pos	T. S.	Artikel Beskrywing	Statistiese Eenheid	Skaal van Reg	Annotasies
70.17			Deur subpos No. 7017.10.20 deur die volgende te vervang:			
	"20	5	Pipette, burette, volumetriese flesse en maatglase, gekalibreer en gegradueer om te bevat of om te lewer teen 20°C of 27°C	kg	20%''	
			Deur subpos No. 7017.20.20 deur die volgende te vervang:			
	"20	1	Pipette, burette, volumetriese flesse en maatglase, gekalibreer en gegradueer om te bevat of om te lewer teen 20°C of 27°C	kg	20%''	
			Deur subpos No. 7017.90.20 deur die volgende te vervang:			
	"20	1	Pipette, burette, volumetriese flesse en maatglase, gekalibreer en gegradueer om te bevat of om te lewer teen 20°C of 27°C	kg	20%''	

Opmerking.—Die uitwerking van hierdie wysiging is dat die trefwydte van subposte Nos. 7017.10.20, 7017.20.20 en 7017.90.20 gewysig word.

SCHEDULE

Heading	Sub-heading	C. D.	Article Description	Statistical Unit	Rate of Duty	Annotations
70.17			Dy the substitution for subheading No. 7017.10.20 of the following:			
	“.20	5	Pipettes, burettes, volumetric flasks and measuring glasses, calibrated and graduated to contain or to deliver at 20°C or 27°C	kg	20%”	
			By the substitution for subheading No. 7017.20.20 of the following:			
	“.20	1	Pipettes, burettes, volumetric flasks and measuring glasses, calibrated and graduated to contain or to deliver at 20°C or 27°C	kg	20%”	
			By the substitution for subheading No. 7017.90.20 of the following:			
	“.20	1	Pipettes, burettes, volumetric flasks and measuring glasses, calibrated and graduated to contain or to deliver at 20°C or 27°C	kg	20%”	

Note.—The effect of this amendment is that the scope of subheadings Nos. 7017.10.20, 7017.20.20 and 7017.90.20 are amended.

No. R. 644

8 April 1988

DOEANE- EN AKSYNSWET, 1964

WYSIGING VAN BYLAE 1 (No. 1/4/2)

Kragtens artikel 48A van die Doeane- en Aksynswet, 1964, word Deel 4 van Bylae 1 by genoemde Wet hiermee gewysig, met terugwerkende krag tot 1 Januarie 1988, in die mate in die Bylae hiervan aangetoon.

K. D. S. DURR,

Adjunk-minister van Finansies.

No. R. 644

8 April 1988

CUSTOMS AND EXCISE ACT, 1964

AMENDMENT OF SCHEDULE 1 (No. 1/4/2)

Under section 48A of the Customs and Excise Act, 1964, Part 4 of Schedule 1 to the said Act is hereby amended, with retrospective effect to 1 January 1988, to the extent set out in the Schedule hereto.

K. D. S. DURR,

Deputy Minister of Finance.

BYLAE

I Bobelastingitem	II		III Skaal van Bobelasting	Annotations
	Tariefpos	Beskrywing		
165.00	“.25.00	Deur tariefpos No. 25.00 deur die volgende te vervang: Sout; swawel; aardes en klip; pleisterstowwe, kalk en sement (uitgesonderd goedere van poste of subposte Nos. 2503.10, 25.04, 2508.30.10, 25.09, 25.12, 2513.21.10, 2513.29.10, 2515.11.10, 2515.12.10, 2517.41.10, 2519.10, 2522.30, 2523.2, 2523.90, 2526.10.20, 2526.20.20 en 2530.90.10)	10%”	
171.00	“.50.00	Deur tariefpos No. 50.00 deur die volgende te vervang: Sy (uitgesonderd goedere van subposte Nos. 5007.10.30, 5007.20.90 en 5007.90.30)	10%”	

Opmerking.—Die goedere van subposte Nos. 2523.2 en 5007.20.90 word vrygestel van betaling van bobelasting met ingang van 1 Januarie 1988.

SCHEDULE

I Surcharge Item	II		III Rate of Surcharge	Annotations
	Tariff Heading	Description		
165.00	“.25.00	By the substitution for tariff heading No. 25.00 of the following: Salt; sulphur; earths and stone; plastering materials, lime and cement (excluding goods of headings or subheadings Nos. 2503.10, 25.04, 2508.30.10, 25.09, 25.12, 2513.21.10, 2513.29.10, 2515.11.10, 2515.12.10, 2517.41.10, 2519.10, 2522.30, 2523.2, 2523.90, 2526.10.20, 2526.20.20 and 2530.90.10)	10%”	
171.00	“.50.00	By the substitution for tariff heading No. 50.00 of the following: Silk (excluding goods of subheadings Nos. 5007.10.30, 5007.20.90 and 5007.90.30)	10%”	

Note.—The goods of subheadings Nos. 2523.2 and 5007.20.90 are exempted from payment of surcharge with effect from 1 January 1988.

No. R. 645

8 April 1988

DOEANE- EN AKSYNSWET, 1964

WYSIGING VAN BYLAE 3 (No. 3/16)

Kragtens artikel 75 van die Doeane- en Aksynswet, 1964, word Bylae 3 by genoemde Wet hiermee gewysig in die mate in die Bylae hiervan aangetoon.

K. D. S. DURR,
Adjunk-minister van Finansies.

No. R. 645

8 April 1988

CUSTOMS AND EXCISE ACT, 1964

AMENDMENT OF SCHEDULE 3 (No. 3/16)

Under section 75 of the Customs and Excise Act, 1964, Schedule 3 to the said Act is hereby amended to the extent set out in the Schedule hereto.

K. D. S. DURR,
Deputy Minister of Finance.

BYLAE

I Korting- item	II				III Mate van korting	Annota- sies
	Tarief- pos	Korting kode	T. S.	Beskrywing		
306.01	"2915.50	01.00	64	Deur na tariefpos No. 29.15 die volgende in te voeg: Propioonsuur, vir die vervaardiging van kalsiumpropionaat	Volle reg"	

Opmerking.—Voorsiening word gemaak vir 'n volle korting op reg op propioonsuur vir die vervaardiging van kalsiumpropionaat.

SCHEDULE

I Rebate Item	II				III Extent of Rebate	Annota- tions
	Tariff Heading	Rebate Code	C. D.	Description		
306.01	"2915.50	01.00	64	By the insertion after tariff heading No. 29.15 of the following: Propionic acid, for the manufacture of calcium propionate	Full duty"	

Note.—Provision is made for a rebate of the full duty on propionic acid for the manufacture of calcium propionate.

No. R. 646

8 April 1988

DOEANE- EN AKSYNSWET, 1964

WYSIGING VAN BYLAE 4 (No. 4/5)

Kragtens artikel 48A van die Doeane- en Aksynswet, 1964—

- word Bylae 4 by genoemde Wet hiermee gewysig in die mate in die Bylae hiervan aangetoon; en
- word hierdie wysiging, vir sover dit betrekking het op kortingitem 460.01, geag op 1 Januarie 1988 in werking te getree het.

K. D. S. DURR,
Adjunk-minister van Finansies.

No. R. 646

8 April 1988

CUSTOMS AND EXCISE ACT, 1964

AMENDMENT OF SCHEDULE 4 (No. 4/5)

Under section 48A of the Customs and Excise Act, 1964—

- Schedule 4 to the said Act is hereby amended to the extent set out in the Schedule hereto; and
- this amendment, in so far as it relates to rebate item 460.01, shall be deemed to have come into operation on 1 January 1988.

K. D. S. DURR,
Deputy Minister of Finance.

BYLAE

I Korting- item	II				III Mate van Korting	Annota- sies
	Tarief- pos	Korting- kode	T. S.	Beskrywing		
412.21 460.01	"02.04	01.00	49	Deur kortingitem 412.21 te skrap. Deur na tariefpos No. 02.02 die volgende in te voeg: Vleis van skape, vars, verkoel of bevrore, in die hoeveelhede en op die tye wat die Direkteur-generaal: Landbou-ekonomie en -bemarking, op aanbeveling van die Raad van Handel en Nywerheid, by bepaalde permit toelaat	Volle reg	
		02.06	41	Eetbare afval van beesrasdiere, varke, skape, bokke, perde, donkies, muile of muilesels, vars, verkoel of bevrore, in die hoeveelhede en op die tye wat die Direkteur-generaal: Landbou-ekonomie en -bemarking, op aanbeveling van die Raad van Handel en Nywerheid, by bepaalde permit toelaat	Volle reg"	

Opmerking.—Die uitwerking van hierdie wysigings is dat die posisie ten opsigte van kortingvoorsienings voor 1 Januarie 1988 behoue bly.

Note.—The effect of these amendments is that the position regarding rebate provisions prior to 1 January 1988, is maintained.

K. D. S. DURR,
Deputy Minister of Finance.

BYLAE

I Korting- item	II			III Mate van Korting	Annota- sies
	Tarief- pos	Korting- kode	T. S.		
306.02	"2933.59	01.00	66	Deur na tariefpos No. 29.30 die volgende in te voeg: Amiloriedhidrochloried, vir die vervaardiging van tablette vir die behandeling van verhoogde bloed- druk en voorkoming van kongestiewe hartversaking	Volle reg"

Opmerking.—Voorsiening word gemaak vir 'n volle korting op reg op amiloriedhidrochloried ('n pirasinamiedderivaat), vir die behandeling van verhoogde bloeddruk en voorkoming van kongestiewe hartversaking.

SCHEDULE

I Rebate Item	II			III Extent of Rebate	Annota- tions
	Tariff Heading	Rebate Code	C. D.		
306.02	"2933.59	01.00	66	By the insertion after tariff heading No. 29.30 of the following: Amiloride hydrochloride, for the manufacture of tablets for the treatment of hypertension and preven- tion of congestive heart failure	Full duty"

Note.—Provisions is made for a rebate of the full duty on amiloride hydrochloride (a pyrazinamide derivative), for the manufacture of tablets used for the treatment of hypertension and prevention of congestive heart failure.

No. R. 648

8 April 1988

DOEANE- EN AKSYNSWET, 1964

WYSIGING VAN BYLAE 1 (No. 1/1/32)

Kragtens artikel 48A van die Doeane- en Aksynswet, 1964, word Deel 1 van Bylae 1 by genoemde Wet hiermee gewysig, in die mate in die Bylae hiervan aangetoon.

K. D. S. DURR,

Adjunk-minister van Finansies.

No. R. 648

8 April 1988

CUSTOMS AND EXCISE ACT, 1964

AMENDMENT OF SCHEDULE 1 (No. 1/1/32)

Under section 48A of the Customs and Excise Act, 1964, Part 1 of Schedule 1 to the said Act is hereby amended, to the extent set out in the Schedule hereto.

K. D. S. DURR,

Deputy Minister of Finance.

BYLAE

Pos	Subpos	T. S.	Artikel Beskrywing	Statistiese Eenheid	Skaal van Reg	Annota- sies
84.14			Deur subpos No. 8414.60.10 deur die volgende te vervang:			
	"10	5	Huishoudelike tipe	Getal	30%"	
90.30			Deur subpos No. 9030.39 deur die volgende te vervang:			
	"9030.39		Ander:			
	.05	4	Am- en voltmeters, met 'n waarde vir belastingdoeleindes van hoogstens 700c (uitgesonderd verplaasbare toetsinstrumente, digitale instrumente en motorvoertuigpaneelinstrumente)	Getal	15%	
	.10	0	Am- en voltmeters, met 'n beweegstroommeganiek, met 'n waarde vir belastingdoeleindes van meer as 700c (uitgesonderd verplaasbare toetsinstrumente, digitale instrumente en motorvoertuigpaneelinstrumente)	Getal	840c elk min 80%	
	.15	1	Am- en voltmeters, met 'n draaispoelmeganiek, met 'n waarde vir belastingdoeleindes van meer as 700c (uitgesonderd verplaasbare toetsinstrumente, digitale instrumente en motorvoertuigpaneelinstrumente)	Getal	1 220c elk min 80%	
	.20	8	Am- en voltmeters, met 'n bimetaalmeganiek (termies), met 'n waarde vir belastingdoeleindes van meer as 700c (uitgesonderd verplaasbare toetsinstrumente, digitale instrumente en motorvoertuigpaneelinstrumente)	Getal	1 720c elk min 80%	

Pos	Subpos	T. S.	Artikel Beskrywing	Statistiese Eenheid	Skaal van Reg	Annotasies
	.25	9	Am- en voltmeters, met beide beweegyster- en bimetaalmeganieke, met 'n waarde vir belastingdoeleindes van meer as 700c (uitgesonderd verplaasbare toetsinstrumente, digitale instrumente en motorvoertuigpaneel-instrumente)	Getal	2 500c elk min 80%	
	.30	5	Ander am- en voltmeters (uitgesonderd verplaasbare toetsinstrumente, digitale instrumente en motorvoertuigpaneelinstrumente)	Getal	15%	
	.90	9	Ander	Getal	vry''	

Opmerking.—Die skale van reg op sekere dampkappe van subpos No. 8414.60 en op sekere am- en voltmeters van subpos No. 9030.39 word gewysig na dieselfde vlak wat voor 1 Januarie 1988 van toepassing was.

SCHEDULE

Head- ing	Subheading	C. D.	Article Description	Statistical Unit	Rate of Duty	Anno- tations
84.14			By the substitution for subheading No. 8414.60.10 of the following:			
	.10	5	Domestic type	No.	30%''	
90.30			By the substitution for subheading No. 9030.39 of the following:			
	9030.39		Other:			
	.05	4	Ammeters and voltmeters, of a value for duty purposes not exceeding 700c (excluding portable test instruments, digital instruments and motor vehicle panel instruments)	No.	15%	
	.10	0	Ammeters and voltmeters, with a moving iron movement, of a value for duty purposes exceeding 700c (excluding portable test instruments, digital instruments and motor vehicle panel instruments)	No.	840c each less 80%	
	.15	1	Ammeters and voltmeters, with a moving coil movement, of a value for duty purposes exceeding 700c (excluding portable test instruments, digital instruments and motor vehicle panel instruments)	No.	1 220c each less 80%	
	.20	8	Ammeters and voltmeters, with a bimetallic movement (thermic), of a value for duty purposes exceeding 700c (excluding portable test instruments, digital instruments and motor vehicle panel instruments)	No.	1 720c each less 80%	
	.25	9	Ammeters and voltmeters, with both moving iron and bimetallic movements, of a value for duty purposes exceeding 700c (excluding portable test instruments digital instruments and motor vehicle panel instruments)	No.	2 500c each less 80%	
	.30	5	Other ammeters and voltmeters (excluding portable test instruments, digital instruments and motor vehicle panel instruments)	No.	15%	
	.90	9	Other	No.	free''	

Note.—The rates of duty on certain hoods of subheading No. 8414.60 and on certain ammeters and voltmeters of subheading No. 9030.39 are amended to the same level that applied prior to 1 January 1988.

No. R. 649

8 April 1988

DOEANE- EN AKSYNSWET, 1964

WYSIGING VAN BYLAE 1 (No. 1/1/31)

Kragtens artikel 48A van die Doeane- en Aksynswet, 1964, word Deel 1 van Bylae 1 by genoemde Wet hiermee gewysig in die mate in die Bylae hiervan aangetoon.

K. D. S. DURR,
Adjunk-minister van Finansies.

No. R. 649

8 April 1988

CUSTOMS AND EXCISE ACT, 1964

AMENDMENT OF SCHEDULE 1 (No. 1/1/31)

Under section 48A of the Customs and Excise Act, 1964, Part 1 of Schedule 1 to the said Act is hereby amended to the extent set out in the Schedule hereto.

K. D. S. DURR,
Deputy Minister of Finance.

BYLAE

Pos	Subpos	T. S.	Artikel Beskrywing	Statistiese Eenheid	Skaal van Reg	Annotasies
82.07			Deur subpos No. 8207.60 deur die volgende te vervang:			
	"8207.60		Gereedskap vir uitboor- of profielruimwerk:			
		.10 8	Ruimers, met wolframkarbiedpunte	Getal	25%	
		.20 7	Ruimers, van snelstaal	Getal	23%	
		.90 8	Ander	Getal	3%"	

Opmerking.—Afsonderlike voorsienings word gemaak vir ruimers met wolframkarbiedpunte en ruimers van snelstaal teen die skale van reg wat voor 1 Januarie 1988 van toepassing was.

SCHEDULE

Heading	Sub-heading	C. D.	Article Description	Statistical Unit	Rate of Duty	Annotations
82.07			By the substitution for subheading No. 8207.60 of the following:			
	"8207.60		Tools for boring or broaching:			
		.10 8	Reamers, tipped with tungsten carbide	No.	25%	
		.20 7	Reamers, of high speed steel	No.	23%	
		.90 8	Other	No.	3%"	

Note.—Specific provisions are made for reamers tipped with tungsten carbide and reamers of high speed steel at the rates of duty which were applicable prior to 1 January 1988.

No. R. 650

8 April 1988

DOEANE- EN AKSYNSWET, 1964

WYSIGING VAN BYLAE 1 (No. 1/1/30)

Kragtens artikel 48A van die Doeane- en Aksynswet, 1964—

1. word Deel 1 van Bylae 1 by genoemde Wet hiermee gewysig in die mate in die Bylae hiervan aangetoon; en
2. word hierdie wysiging, vir sover dit betrekking het op subposte Nos. 4811.31.20, 4811.31.30, 4811.39.20, 7324.10 en 8536.20.40, geag op 1 Januarie 1988 in werking te getree het.

K. D. S. DURR,
Adjunk-minister van Finansies.

No. R. 650

8 April 1988

CUSTOMS AND EXCISE ACT, 1964

AMENDMENT OF SCHEDULE 1 (No. 1/1/30)

Under section 48A of the Customs and Excise Act, 1964—

1. Part 1 of Schedule 1 to the said Act is hereby amended to the extent set out in the Schedule hereto; and
2. this amendment, in so far as it relates to subheadings Nos. 4811.31.20, 4811.31.30, 4811.39.20, 7324.10 and 8536.20.40, shall be deemed to have come into operation on 1 January 1988.

K. D. S. DURR,
Deputy Minister of Finance.

BYLAE

Pos	Subpos	T. S.	Artikel Beskrywing	Statistiese Eenheid	Skaal van Reg	Annotasies
25.19			Deur subpos No. 2519.10 deur die volgende te vervang:			
	"2519.10	6	Natuurlike magnesiumkarbonaat (Magnesiet)	kg	8%"	
32.04			Deur in subpos No. 3204.17.90 toetssyfer "9" deur toetssyfer "8" te vervang.			

Pos	Subpos	T. S.	Artikel Beskrywing	Statistiese Eenheid	Skaal van Reg	Annotasies
48.11			Deur subposte Nos. 4811.31.20 en 4811.31.30 deur die volgende te vervang:			
	“.20	9	Ander, met 'n massa van hoogstens 250 g/m ² en met 'n waarde vir belastingdoeleindes van hoogstens R265/t	kg	1.84c/kg met 'n maksimum van 15%	
	.30	6	Met 'n massa van meer as 250 g/m ² en met 'n waarde vir belastingdoeleindes van hoogstens R88/t	kg	15%''	
			Deur subpos No. 4811.39.20 deur die volgende te vervang:			
	“.20	5	Ander, met 'n massa van hoogstens 250 g/m ² en met 'n waarde vir belastingdoeleindes van hoogstens R265/t	kg	1,84c/kg met 'n maksimum van 15%''	
Afdeling XV			Deur in Opmerking 1 (g) die uitdrukking "(pos No. 86.09)" deur die uitdrukking "(pos No. 86.08)" te vervang.			
73.24			Deur subpos No. 7324.10 deur die volgende te vervang:			
	“7324.10	8	Wasbakke en waskomme, van vlek-vrye staal	kg	20%''	
85.36			Deur in die Engelse teks, subpos No. 8536.20.40 deur die volgende te vervang:			
	“.40	3	Other, with moulded casings of plastics, with a current rating not exceeding 630 A for a voltage not exceeding 1 000 V (AC) or 250 V (DC) and having a breaking capacity rating not exceeding 65 000 A	no.	25%''	

Opmerking.—Drukfoute word reggestel.

SCHEDULE

Heading	Subheading	C. D.	Article Description	Statistical Unit	Rate of Duty	Annotations
25.19			By the substitution for subheading No. 2519.10 of the following:			
	“2519.10	6	Natural magnesium carbonate (Magnesite)	kg	8%''	
32.04			By the substitution in subheading No. 3204.17.90 for check digit “9” of check digit “8”.			
48.11			By the substitution for subheadings Nos. 4811.31.20 and 4811.31.30 of the following:			
	“.20	9	Other, of a mass not exceeding 250 g/m ² and of a value for duty purposes not exceeding R265/t	kg	1,84c/kg with a maximum of 15%	
	.30	6	Of a mass exceeding 250 g/m ² and of a value for duty purposes not exceeding R88/t	kg	15%''	
			By the substitution for subheading No. 4811.39.20 of the following:			
	“.20	5	Other, of a mass not exceeding 250 g/m ² and of a value for duty purposes not exceeding R265/t	kg	1,84c/kg with a maximum of 15%''	
Section XV			By the substitution in Note 1 (g) for the expression “(heading No. 86.09)” of the expression “(heading No. 86.08)”.			
73.24			By the substitution for subheading No. 7324.10 of the following:			
	“7324.10	8	Sinks and wash basins, of stainless steel	kg	20%''	
85.36			By the substitution for subheading No. 8536.20.40 of the following:			
	“.40	3	Other, with moulded casings of plastics, with a current rating not exceeding 630 A for a voltage not exceeding 1 000 V (AC) or 250 V (DC) and having a breaking capacity rating not exceeding 65 000 A	no.	25%''	

Note.—Typographical errors are corrected.

No. R. 651

8 April 1988

DOEANE- EN AKSYNSWET, 1964

WYSIGING VAN BYLAE 1 (No. 1/1/29)

Kragtens artikel 48A van die Doeane- en Aksynswet, 1964—

1. word Deel 1 van Bylae 1 by genoemde Wet hiermee gewysig in die mate in die Bylae hiervan aangetoon; en
2. word hierdie wysiging, vir sover dit betrekking het op die goedere van subpos No. 9017.10.90, geag op 1 Januarie 1988 in werking te getree het.

K. D. S. DURR,
Adjunk-minister van Finansies.

No. R. 651

8 April 1988

CUSTOMS AND EXCISE ACT, 1964

AMENDMENT OF SCHEDULE 1 (No. 1/1/29)

Under section 48A of the Customs and Excise Act, 1964—

1. Part 1 of Schedule 1 to the said Act is hereby amended to the extent set out in the Schedule hereto; and
2. this amendment, in so far as it relates to the goods of subheading No. 9017.10.90, shall be deemed to have come into operation on 1 January 1988.

K. D. S. DURR,
Deputy Minister of Finance

BYLAE

Pos	Subpos	T. S.	Artikel Beskrywing	Statistiese Eenheid	Skaal van Reg	Annotasies
21.03			Deur subpos No. 2103.30 deur die volgende te vervang:			
	"2103.30		Mosterdmeelblom en -meel en aangemaakte mosterd:			
		.10 0	Mosterdmeelblom en -meel	kg	8 c/kg	
		.20 8	Aangemaakte mosterd	kg	5%''	
82.02			Deur subpos No. 8202.40 deur die volgende te vervang:			
	"8202.40		Kettingsaaglemme:			
		.10 2	Met 'n wydte van minstens 4,5 mm maar hoogstens 32 mm	kg	23%	
		.90 0	Ander	kg	3%''	
90.17			Deur subpos No. 9017.10.90 deur die volgende te vervang:			
	"90	2	Ander	getal	vry''	
91.04			Deur toetssyfer "0" in te voeg.			
94.03			Deur in die Engelse teks, subpos No. 9403.90.50 waar dit die tweede keer verskyn, na subpos No. 9403.90.60 te hernoem.			

Opmerking.—Drukfoutte word reggestel en die skale van reg op die produkte van subposte Nos. 8202.40 en 9017.10.90 word gewysig. Die wysiging van subpos No. 9017.10.90 het terugwerkende krag tot 1 Januarie 1988.

SCHEDULE

Heading	Subheading	C. D.	Article Description	Statistical Unit	Rate of Duty	Annota- tions
21.03			By the substitution for subheading No. 2103.30 of the following:			
	"2103.30		Mustard flour and meal and prepared mustard:			
		.10 0	Mustard flour and meal	kg	8 c/kg	
		.20 8	Prepared mustard	kg	5%''	
82.02			By the substitution for subheading No. 8202.40 of the following:			
	"8202.40		Chain saw blades:			
		.10 2	Of a width of 4,5 mm or more but not exceeding 32 mm	kg	23%	
		.90 0	Other	kg	3%''	
90.17			By the substitution for subheading No. 9017.10.90 of the following:			
	"90	2	Other	no.	free''	
91.04			By the insertion of check digit "0".			
94.03			By renumbering subheading No. 9403.90.50 where it appears for the second time, to subheading No. 9403.90.60.			

Note.—Typographical errors are rectified and the rates of duty of the products of subheadings Nos. 8202.40 and 9017.10.90 are amended. The amendment of subheading No. 9017.10.90 has retrospective effect to 1 January 1988.

No. R. 652

8 April 1988

DOEANE- EN AKSYNSWET, 1964

WYSIGING VAN BYLAE 3 (No. 3/18)

Kragtens artikels 48A en 75 van die Doeane- en Ak-synswet, 1964—

1. word Bylae 3 by genoemde Wet hiermee gewysig in die mate in die Bylae hiervan aangetoon; en
2. word hierdie wysiging, vir sover dit betrekking het op kortingitem 316.14/39.21/04.00, geag op 1 Januarie 1988 in werking te getree het.

K. D. S. DURR,
Adjunk-minister van Finansies.

No. R. 652

8 April 1988

CUSTOMS AND EXCISE ACT, 1964

AMENDMENT OF SCHEDULE 3 (No. 3/18)

Under section 48A and 75 of the Customs and Excise Act, 1964—

1. Schedule 3 to the said Act is hereby amended to the extent set out in the Schedule hereto; and
2. this amendment, in so far as it relates to rebate item 316.14/39.21/04.00, shall be deemed to have come into operation on 1 January 1988.

K. D. S. DURR,
Deputy Minister of Finance.

BYLAE

I Korting- item	II				III Mate van Korting	Annotasies
	Tariefpos	Korting- kode	T. S.	Beskrywing		
316.14	"39.20	01.00	47	Deur tariefposte Nos. 39.20 en 39.21 deur die volgende te vervang: Plate, velle, film, foelie en reep, van polimere van stireen	Volle reg	
		02.00	41	Tweeassig-georiënteerde plate, velle, film, foelie en reep, met 'n dikte van meer as 0,012 mm maar hoogstens 0,06 mm, van polimere van propileen (uitgesonderd hitte-krimpbaar)	Volle reg	
	39.21	01.00	43	Plate, velle, film, foelie en reep, van polimere van stireen	Volle reg	
		02.00	48	Gemetalliseerde plate, velle, film, foelie en reep, van poliësters	Volle reg	
		03.00	42	Tweeassig-georiënteerde plate, velle, film, foelie en reep, gelamelleer of gemetalliseer, met 'n dikte van hoogstens 0,09 mm en met 'n wydte van meer as 125 mm, van polimere van propileen	Volle reg	
		04.00	47	Tweeassig-georiënteerde plate velle, film, foelie en reep, met 'n wydte van hoogstens 30 mm, gemetalliseer, van polimere van propileen, vir die vervaardiging van kapasitors	Volle reg"	

Opmerkings.—1. Met die herskryf van tariefposte Nos. 39.20 en 39.21 by kortingitem 316.14, word voorsiening gemaak vir 'n volle korting op reg op plate, velle, film, foelie en reep, van polimere van propileen, tweeassig-georiënteerd en gelamelleer of gemetalliseer, met 'n dikte van hoogstens 0,09 mm en 'n wydte van meer as 125 mm, vir die vervaardiging van kapasitors.

2. Die wysiging van kortingitem 316.14/39.21/04.00 het terugwerkende krag tot 1 Januarie 1988.

SCHEDULE

I Rebate Item	II				III Extent of Rebate	Annota- tions
	Tariff Heading	Rebate Code	C. D.	Description		
316.14	"39.20	01.00	47	By the substitution for tariff headings Nos. 39.20 and 39.21 of the following: Plates, sheets, film, foil and strip, of polymers of styrene	Full duty	
		02.00	41	Biaxially oriented plates, sheets, film, foil and strip, of a thickness exceeding 0,012 mm but not exceeding 0,06 mm, of polymers of propylene (excluding heat-shrinkable)	Full duty	
	39.21	01.00	43	Plates, sheets, film, foil and strip, of polymers of styrene	Full duty	
		02.00	48	Metallised plates, sheets, film, foil and strip of polyesters	Full duty	
		03.00	42	Biaxially oriented plates, sheets, film, foil and strip, laminated or metallised, of a thickness not exceeding 0,09 mm and of a width exceeding 125 mm, of polymers of propylene	Full duty	

I Rebate Item	II			III Extent of Rebate	Annota- tions
	Tariff Heading	Rebate Code	C. D.		
		04.00	47		Full duty"
					Biaxially oriented plates, sheets, film, foil and strip, of a width not exceeding 30 mm, metallised, of polymers of propylene, for the manufacture of capacitors

Notes.—1. In restating tariff headings Nos. 39.20 and 39.21 in rebate item 316.14, transposition errors are rectified and provision is made for a rebate of the full duty on plates, sheets, film, foil and strip of polymers of propylene, biaxially oriented and laminated or metallised, of a thickness not exceeding 0,09 mm and of a width exceeding 125 mm, for the manufacture of capacitors.

2. The amendment of rebate item 316.14/39.21/04.00 has retrospective effect to 1 January 1988.

DEPARTEMENT VAN HANDEL EN NYWERHEID

No. R. 637

8 April 1988

WYSIGING VAN DIE SUIKERNYWERHEID OOREENKOMS, 1979

Ek, George Shepstone Bartlett, Adjunk-minister van Ekonomiese Sake en Tegnologie, handelende namens en in opdrag van die Minister van Ekonomiese Sake en Tegnologie, 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. Gemelde wysigings word geag in werking te getree het op 1 April 1984.

G. S. BARTLETT,

Adjunk-minister van Ekonomiese Sake en Tegnologie.

BYLAE

DEFINISIES

1. In hierdie Bylae beteken "die Ooreenkoms" die Suikernywerheidsooreenkoms, 1979, gepubliseer by Goewermentskennisgewing R. 858 van 27 April 1979, soos gewysig by Goewermentskennisgewings R. 1941 van 31 Augustus 1979, R. 2435 van 2 November 1979, R. 310 van 22 Februarie 1980, R. 864 van 25 April 1980, R. 905 van 2 Mei 1980, R. 1623 van 8 Augustus 1980, R. 1933 van 19 September 1980, R. 2041 van 3 Oktober 1980, R. 2514 van 5 Desember 1980, R. 255 van 13 Februarie 1981, R. 1185 van 5 Junie 1981, R. 2277 van 23 Oktober 1981, R. 2468 van 13 November 1981, R. 252 van 12 Februarie 1982, R. 1906 van 3 September 1982, R. 9 van 7 Januarie 1983, R. 852 van 29 April 1983, R. 1489 van 8 Julie 1983, R. 1740 van 5 Augustus 1983, R. 146 van 3 Februarie 1984, R. 261 van 17 Februarie 1984, R. 599 van 30 Maart 1984, R. 2827 van 28 Desember 1984, R. 1071 van 17 Mei 1985, R. 202 van 7 Februarie 1986, R. 463 van 14 Maart 1986, R. 792 van 25 April 1986, R. 793 van 25 April 1986, R. 1260 van 27 Junie 1986, R. 1628 van 1 Augustus 1986, R. 2075 van 26 September 1986, R. 636 van 27 Maart 1987, R. 1557 van 17 Julie 1987, R. 1971 van 11 September 1987, R. 2720 van 11 Desember 1987 en R. 558 van 25 Maart 1988.

Wysiging van klousule 37 van die Ooreenkoms

2. Klousule 37 van die Ooreenkoms word hierby gewysig—

(a) deur in subklousule (1) die omskrywing van "Vervoerreëls" deur die volgende omskrywing te vervang: "‘Vervoerreëls’ die reëls in Bylae G vervat."; en

(b) deur subklousule (3) te skrap.

DEPARTMENT OF TRADE AND INDUSTRY

No. R. 637

8 April 1988

AMENDMENT OF THE SUGAR INDUSTRY AGREEMENT, 1979

I, George Shepstone Bartlett, Deputy Minister of Economic Affairs and Technology, acting on behalf of and on assignment by the Minister of Economic Affairs and Technology, hereby, in terms of section 4 (1) (c) of the Sugar Act, 1978 (Act 9 of 1978), publish 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. The said amendments shall be deemed to have come into operation on 1 April 1984.

G. S. BARTLETT,

Deputy Minister of Economic Affairs and Technology.

SCHEDULE

DEFINITIONS

1. In this Schedule "the Agreement" means the Sugar Industry Agreement, 1979, published by Government Notice R. 858 of 27 April 1979, as amended by Government Notices R. 1941 of 31 August 1979, R. 2435 of 2 November 1979, R. 310 of 22 February 1980, R. 864 of 25 April 1980, R. 905 of 2 May 1980, R. 1623 of 8 August 1980, R. 1933 of 19 September 1980, R. 2041 of 3 October 1980, R. 2514 of 5 December 1980, R. 255 of 13 February 1981, R. 1185 of 5 June 1981, R. 2277 of 23 October 1981, R. 2468 of 13 November 1981, R. 252 of 12 February 1982, R. 1906 of 3 September 1982, R. 9 of 7 January 1983, R. 852 of 29 April 1983, R. 1489 of 8 July 1983, R. 1740 of 5 August 1983, R. 146 of 3 February 1984, R. 261 of 17 February 1984, R. 599 of 30 March 1984, R. 2827 of 28 December 1984, R. 1071 of 17 May 1985, R. 202 of 7 February 1986, R. 463 of 14 March 1986, R. 792 of 25 April 1986, R. 793 of 25 April 1986, R. 1260 of 27 June 1986, R. 1628 of 1 August 1986, R. 2075 of 26 September 1986, R. 636 of 27 March 1987, R. 1557 of 17 July 1987, R. 1971 of 11 September 1987, R. 2720 of 11 December 1987 and R. 558 of 25 March 1988.

Amendment of clause 37 of the Agreement

2. Clause 37 of the Agreement is hereby amended—

(a) by the substitution in subclause (1) for the definition of "Transport Rules" of the following definition: "‘Transport Rules’ means the rules contained in Schedule G."; and

(b) by the deletion of subclause (3).

Wysiging van die Ooreenkoms deur die byvoeging van 'n nuwe Bylae

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

BYLAE G

RIETVERVOERREËLS

INHOUDSOPGAWE

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BYLAE G—RIETVERVOERREËLS

1. Verantwoordelikheid vir betaling van rietvervoerkoste

1.1 Tensy ingevolge hierdie Reëls anders bepaal, is kwekers met ingang van die 1984/85-jaar verantwoordelik vir die betaling van al die koste aangegaan vir die vervoer van die riet vanaf hul plase na die meule waaraan hul kwotas verbonde is.

2. Rietvervoerkoste vir doeleindes van Bylae B

2.1 Algemeen.

Behoudens Reël 2.2 is die basis vir die bepaling vir die bepaling van die gemiddelde rietvervoerkoste deur kwekers aangegaan soortgelyk aan dié vir alle ander kweekkoste vir die doeleindes van Bylae B.

Amendment of the Agreement by the addition of a new Schedule

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

SCHEDULE G

CANE TRANSPORT RULES

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SCHEDULE G—CANE TRANSPORT RULES

1. Responsibility for payment of cane transport costs

1.1 Unless otherwise provided in terms of these Rules and with effect from the commencement of the 1984/85 year, growers shall be responsible for the payment of all costs incurred in transporting the cane from their farms to the mills to which their quotas are attached.

2. Cane transport costs for the purposes of Schedule B

2.1 General.

Subject to Rule 2.2, the basis for determining the average cane transport costs incurred by growers shall be similar to that of all other growing costs for the purposes of Schedule B.

2.2 Die kwekersafdeling se rietvervoerkoste word op die volgende wyse bepaal:

(i) In 1984/85 word die rietvervoerkoste bereken op die basis van die kwekers wat in die 1982/83-kostemonster ingesluit is deur gebruik te maak van 1983/84-tonnemate en -tariewe (standaardtariewe vir alle padvervoer, die spesiale tremlyntarief in Reël 14 bedoel, die geweege gemiddelde SAVD-tariewe vir spoorvervoer, en oorlaai plus aflaai en die koste van kettings en pale waar van toepassing) vir een jaar aangepas met die toepaslike verandering in die vervoerindeks in Reël 20 bedoel en verander vir oesgrootte.

(ii) In 1985/86 word die rietvervoerkoste op die basis van die 1984/85-rietvervoerkoste soos ingevolge Reël 2.2. (i) bereken en aangepas vir 'n verdere jaar deur die toepaslike verandering in die vervoerindeks in Reël 20 bedoel en verander vir oesgrootte.

(iii) In 1986/87 word die rietvervoerkoste op die basis van die werklike rietvervoerkoste vir 1984/85 (gebaseer op die kwekers wat in die 1984/85-kostemonster ingesluit is) vir twee jaar aangepas met die toepaslike verandering in die vervoerindeks in Reël 20 bedoel en verander vir oesgrootte.

(iv) In 1987/88 word die rietvervoerkoste bereken op die basis van die werklike rietvervoerkoste vir 1984/85 en 1985/86 (gebaseer op die kwekers wat in die kostemonsters vir daardie jare ingesluit is), aangepas vir drie en twee jaar onderskeidelik met die toepaslike verandering in die vervoerindeks in Reël 20 bedoel, 'n gemiddelde bereken en verander vir oesgrootte.

(v) In 1988/89 en in toekomstige jare word die rietvervoerkoste bereken op die basis van die werklike rietvervoerkoste vir die drie agtereenvolgende jare voor die pas afgelope jaar (gebaseer op die kwekers wat in die kostemonsters vir daardie jare ingesluit is), aangepas met die toepaslike verandering in die vervoerindeks in Reël 20 bedoel, 'n gemiddelde bereken en verander vir oesgrootte op dieselfde wyse as alle ander koste.

3. Vergoedingsprosedure

3.1 Algemeen.

3.1.1 Waar geag word dat meulenaars en kwekers ooreenkomstig hierdie Reëls skade gely het as gevolg van die instelling van hierdie Reëls word hulle vergoed op die wyse soos hierna uiteengesit.

3.1.2 Twee afsonderlike vergoedingsfondse word ingestel, een vir die Meulenaarsafdeling en een vir die Kwekersafdeling.

3.1.3 Die nodige berekenings vir die inwerkingstelling van die vergoedingsprosedure word, onder andere, gebaseer op die onderskeie finale 1983/84-standaardtariewe vir padvervoer, die spesiale tremlyntarief, oorlaai plus aflaai waar van toepassing, die geweege gemiddelde SAVD-tariewe vir spoorvervoer en die koste van kettings en pale waar van toepassing.

3.1.4 Ten einde die eerste paalemente van die vergoedingsbetalings aan die begin van die 1984/85-jaar te kan betaal, word waar nodig voorlopige berekenings op grond van inligting soos op 1 Mei 1983 gedoen. Daaropvolgende finale aanpassings om die posisie soos op 1 Mei 1984 weer te gee, word so spoedig moontlik daarna gemaak.

3.1.5 Die lenings wat vir die Vergoedingsfondse benodig word, word deur die Suikervereniging aangegaan.

3.2 Kwekers se vergoedingsprosedure.

3.2.1 Die afstande, vervoerwyses en aangepaste basistariee wat aan die einde van die 1983/84-jaar by die Suikervereniging geregistreer is, word gebruik vir die berekening van elke kweker se wins of verlies.

2.2 The Growing Section's cane transport costs shall be determined in the following manner:

(i) In 1984/85, the cane transport costs shall be calculated on the basis of the growers included in the 1982/83 cost sample, using 1983/84 tonnages and rates (standard rates for all road transport, the special tramline rate referred to in Rule 14, the weighted average SATS tariffs for rail transport and transshipment plus offloading, and the cost of chains and poles where applicable) adjusted for one year by the appropriate change in the transport index referred to in Rule 20 and varied for crop size.

(ii) In 1985/86, the cane transport costs shall be calculated on the basis of the 1984/85 cane transport costs, as calculated in terms of Rule 2.2 (i), adjusted for a further year by the appropriate change in the transport index referred to in Rule 20 and varied for crop size.

(iii) In 1986/87, the cane transport costs shall be calculated on the basis of the actual cane transport costs for 1984/85 (based on the growers included in the 1984/85 cost sample), adjusted for two years by the appropriate change in the transport index referred to in Rule 20 and varied for crop size.

(iv) In 1987/88, the cane transport costs shall be calculated on the basis of the actual cane transport costs for 1984/85 and 1985/86 (based on the growers included in the cost samples for those years), adjusted for three and two years respectively by the appropriate change in the transport index referred to in Rule 20, averaged and varied for crop size.

(v) In 1988/89, and future years, the cane transport costs shall be calculated on the basis of the actual cane transport costs for the three consecutive years prior to the immediate past year (based on the growers included in the cost samples for those years), adjusted by the appropriate change in the transport index referred to in Rule 20, averaged and varied for crop size in the same manner as all other costs.

3. Compensation procedure

3.1 General.

3.1.1 Where pursuant to these Rules millers and growers are deemed to suffer losses as a result of the introduction of these Rules, they shall be compensated in the manner set out hereinafter.

3.1.2 Two separate compensation funds shall be established, one for the Milling Section and one for the Growing Section.

3.1.3 The necessary calculations for the implementation of the compensation procedure shall be based, *inter alia*, on the respective final 1983/84 standard rates for road transport, the special tramline rate, transshipment plus offloading where applicable, the weighted average SATS tariffs for rail transport and the cost of chains and poles where applicable.

3.1.4 In order that the first instalments of the compensation payments may be made at the beginning of the 1984/85 year, provisional calculations shall, where necessary, be made on the basis of information as on 1 May 1983. Subsequent final adjustments to reflect the position as on 1 May 1984, shall be made as soon as possible thereafter.

3.1.5 The loans required for the Compensation funds shall be raised by the Sugar Association.

3.2 Growers' compensation procedure.

3.2.1 The distances, modes of transport and adjusted base rates registered with the Sugar Association at the conclusion of the 1983/84 year shall be used in calculating the gain or loss for each grower.

3.2.2 Waar reëlins van 'n onbepaalde tydskuur vir die afwending van riet bestaan het en die betrokke kweker of op geen tydstop vanaf 1973 lewerings aan sy kwotameul gedoen het nie, of onder normale omstandighede geen lewerings aan sy kwotameul doen nie, word die vergoedingsprosedure en vergoedingsbetalings wat ingevolge hierdie Reëls vir daardie kweker geld op die kweker se lewerings aan die betrokke persmeul gebaseer: Met dien verstande dat hierdie gevalle slegs van toepassing is ten opsigte van afwendings wat by die Suikervereniging spesifiek as afwendings van 'n permanente aard vir die doeleindes van hierdie bepaling aangeteken en geregistreer is. Waar reëlins van 'n onbepaalde tydskuur bestaan het vir die lewering van riet aan 'n persmeul wat dan permanent gesluit word, moet die kweker sy vergoedingsprosedurebetalings met betrekking tot sy kwotameul en sy bestaande vervoerwyse laat bepaal. Waar die kwotameul nie die riet volgens die bestaande vervoerwyse kan ontvang nie, word van die kwotameul vereis om of ontvangsfasiliteite te verskaf ten einde sodanige kwekers in staat te stel om voort te gaan om hul bestaande vervoerwyse te gebruik, of om toepaslike vergoeding te betaal om die kwekers in staat te stel om na aanvaarbare vervoerwyses oor te skakel.

3.2.3 Kwekers wat per tremlyn vervoer, moet hul vergoeding aan die hand van 'n spesiale tremlyntarief, vasgestel deur die Vervoerassessors aangestel deur die Suikervereniging (hierna die Vervoerassessors genoem) laat bereken. Die basis van die vasstelling van hierdie tarief word in Reël 14 uiteengesit.

3.2.4 Die winste en verliese voortspruitend uit die instelling van hierdie Reëls met betrekking tot die situasie wat geheers het onder die reëls wat rietvervoer in die 1983/84-jaar gereël het, word ooreenkomstig die volgende formule vir elke kweker bereken:

$$(A-B)-(C-D) = \text{verlies/wins}$$

waar—

A die gemiddelde vervoerkoste per ton riet in 1983/84 verteenwoordig, uitgaande van die veronderstelling dat die kwekersafdeling verantwoordelik was vir die dra van alle rietvervoerkoste, insluitende die totale aflaai-koste deur die meulenaars- en kwekersafdeling opgeëis in die verdeling van die opbrengs, en uitgaande van die veronderstelling dat die kwekersafdeling verantwoordelik was vir die dra van die koste van kettings en pale wat in 1983/84 deur die Meulenaarsafdeling gedra is, welke koste ingevolge Reël 3.2.6 bereken word;

B die individuele kweker se totale vervoerkoste per ton riet in 1983/84 verteenwoordig, bereken deur die rietvervoerkoste te gebruik en, waar van toepassing, die koste van oorlaai, kettings en pale en aflaai waar die meulenaar verantwoordelik is vir die oorlaai-operasie, soos in Reël 3.2.6 uiteengesit;

C die gemiddelde vervoerkoste per ton riet verteenwoordig wat deur die kwekersafdeling in 1983/84 gedra is ingevolge die Reëls wat rietvervoer in daardie jaar gereël het, deur die aangepaste basistariewe vir vervoer te gebruik en, waar van toepassing, vir oorlaai en insluitende aflaai-koste deur die kwekersafdeling in die verdeling van opbrengs geëis; die tonnemaat riet wat vir elke kweker in hierdie berekening gebruik word, is sy gemiddelde jaarlikse totale rietproduksie vir die vier beste jare gedurende die tydperk 1976/77 tot 1982/83; en

3.2.2 Where arrangements of an indefinite duration have existed for the diversion of cane and the grower concerned has either at no time since 1973 made deliveries to his quota mill or under normal circumstances makes no deliveries to his quota mill, the compensation procedure and compensation payments attributable to that grower in terms of these Rules shall be based on the grower's deliveries to the crush mill concerned: Provided that these cases shall only apply to diversions which are specifically recorded and registered with the Sugar Association as diversions of a permanent nature for the purposes of this provision. Where arrangements of an indefinite duration have existed for the delivery of cane to a crush mill which is then closed permanently, the grower shall have his compensation procedure payments assessed in relation to his quota mill and his existing mode of transport. Where the quota mill cannot receive the cane in the existing mode, the quota mill will be required either to provide receiving facilities so as to enable such growers to continue to use their existing modes of transport, or to pay suitable compensation to enable the growers to convert to acceptable modes of transport.

3.2.3 Growers who transport by tramline shall have their compensation calculated relative to a special tramline rate determined by the Transport Assessors appointed by the Sugar Association (hereinafter referred to as the Transport Assessors). The basis of the determination of this rate is set out in Rule 14.

3.2.4 The gains and losses arising from the introduction of these Rules in relation to the situation which pertained under the rules governing cane transport in the 1983/84 year, shall be calculated according to the following formula for each grower:

$$(A-B)-(C-D) = \text{Loss/Gain}$$

where—

A represents the average transport cost per ton of cane in 1983/84 assuming the Growing Section had been responsible for bearing all cane transport costs, including the total cost of offloading claimed by the Milling and Growing Sections within the division of proceeds, and assuming the Growing Section had been responsible for bearing the costs of chains and poles borne by the Milling Section in 1983/84, which costs shall be assessed in terms of Rule 3.2.6;

B represents the individual grower's total transport cost per ton of cane in 1983/84, assessed using the cane transport costs and, where applicable, the costs of transshipment, chains and poles and offloading where the miller is responsible for the transshipment operation, as set out in Rule 3.2.6;

C represents the average transport cost per ton of cane borne by the Growing Section in 1983/84 in terms of the Rules governing cane transport in that year, using the adjusted base rates for transport and, where applicable, transshipment, and including offloading costs claimed by the Growing Section within the division of proceeds; the cane tonnage to be used for each grower in this calculation shall be his average annual total production of cane for the four best years during the period 1976/77 to 1982/83; and

D die individuele kweker se aangepaste basistarief per ton riet vir vervoer en, waar van toepassing, oorlaai, soos aangeteken by die Suikervereniging aan die einde van die 1983/84-jaar, verteenwoordig: Met dien verstande dat waar 'n vervoersubsidie aan die kweker toegestaan is wat nie in sy basistarief in aanmerking geneem is nie, sodanige subsidie vir die doeleindes van hierdie berekening van die kweker se aangepaste basistarief afgetrek word: Met dien verstande voorts dat dit in die 1983/84-jaar betaal is en dat die Suikervereniging teen 31 Maart 1984 daarvan verwittig is en daarmee akkoord gegaan het.

'n Negatiewe resultaat word geag 'n verlies te wees vir die betrokke kweker (hierna 'n "verloorder" genoem) en 'n positiewe resultaat 'n wins geag te wees vir die betrokke kweker (hierna 'n "wenner" genoem).

3.2.5 (a) Ten opsigte van alle kwekers wat riet per tremlyn laat vervoer, word die bedrag van hul wins of verlies ingevolge hierdie Reëls vasgestel, opgeskort totdat 'n finale besluit oor die toekoms van tremlyne geneem is, waarna die kwekers se wins/verlies dan bereken en geïmplementeer word deur van die inligting wat op hul toekomstige wyse van vervoer van toepassing is, gebruik te maak. As 'n tussentydse maatregel en totdat sodanige vasstelling gedoen is, is die volgende vorderings en metodes van kosteverhaling ten opsigte van tremlyne van toepassing:

(i) Elke betrokke kweker word deur die meulenaar vir tremlynvervoer belas op die basis van die spesiale 1983/84-tremlynstandaardtariewe, aangepas met die toepaslike verandering in die vervoerindeks in Reël 20 bedoel.

(ii) Elke betrokke kweker ontvang maandeliks 'n betaling van die Suikervereniging van 'n bedrag gelyk aan die verskil tussen die bedrag per ton ingevolge Reël 3.2.5 (a) (i) betaal en die individuele kweker se basistarief (D in Reël 3.2.4), aangepas met die toepaslike verandering in die vervoerindeks in Reël 20 bedoel, vermenigvuldig met die kweker se totale lewerings tot op datum vir die jaar, min vorige betalings ingevolge hierdie Reël gemaak.

(iii) Elke kweker is aan die bepalinge van Reël 3.2.10 (i) onderworpe maar ontvang geen aanvullende betalings ingevolge Reël 3.2.10 (ii) nie.

(b) Waar besluit word om met die bedryf van 'n tremlyn voort te gaan, word kwekers vir die gebruik daarvan belas op die wyse in Reël 14 uiteengesit.

3.2.6 Die 1983/84-rietvervoerkoste vir die doeleindes van Reël 3.2.4 word soos volg bepaal:

(i) Die tonnemaat riet wat ten opsigte van elke individuele kweker gebruik word, is sy gemiddelde jaarlikse totale rietproduksie vir die vier beste jare gedurende die tydperk 1976/77 tot 1982/83.

(ii) Rietvervoerkoste word soos volg gebaseer:

Swaar padvoertuig	1983/84-standaardtariewe soos deur die Vervoerassessors bereken.
Vragmotor	
Trekker/sleepwa.....	
Tremlyn	Speziale 1983/84-tarief soos deur die Vervoerassessors bereken op die basis in Reël 14 uiteengesit.
Spoorvervoer	Die geweege gemiddelde SAVD-tarief vir die 1983/84-jaar se lewerings.

(iii) Rietoorlaaikoste, waar van toepassing, is die finale 1983/84-tarief deur die Vervoerassessors bereken.

(iv) Rietafblaai-koste word bepaal teen die 1983/84 gemiddelde tarief per ton riet soos deur die Vervoerassessors verstrekt.

D represents the individual grower's adjusted base rate per ton of cane transport and, where applicable, transshipment, as registered with the Sugar Association at the conclusion of the 1983/84 year: Provided that where the grower has been given a transport subsidy which has not been taken into account in his base rate, such subsidy shall be deducted from the grower's adjusted base rate for the purposes of this calculation: Provided further that this had been paid in the 1983/84 year and has been communicated to and agreed to by the Sugar Association by 31 March 1984.

A negative result shall be deemed to constitute a loss to the grower concerned (hereinafter referred to as a "loser"), and a positive result a gain to the grower concerned (hereinafter referred to as a "gainer").

3.2.5 (a) In respect of all growers having cane transported by tramline, the amount of their gain or loss determined in terms of these Rules shall be suspended until such time as a final determination on the future of tramlines has been made, whereupon the grower's gain/loss shall then be calculated and implemented using the information applicable to their future mode of transport. As an interim measure and until such determination is made, the following charges and methods of cost recovery shall apply in respect of tramlines:

(i) Each grower concerned shall be charged by the miller for tramline transport on the basis of the special 1983/84 tramline standard rates adjusted by the appropriate change in the transport index referred to in Rule 20.

(ii) Each grower concerned shall receive a monthly payment from the Sugar Association of an amount equal to the difference between the amount per ton paid in terms of Rule 3.2.5(a) (i) and the individual grower's base rate (D in Rule 3.2.4), adjusted by the appropriate change in the transport index referred to in Rule 20, multiplied by the grower's total deliveries for the year to date, and minus previous payments made in terms of this Rule.

(iii) Each grower shall be subject to the provisions of Rule 3.2.10 (i), but shall receive no supplementary payment in terms of Rule 3.2.10 (ii).

(b) Where it is decided to continue to operate a tramline, the growers shall be charged for the use thereof in the manner set out in Rule 14.

3.2.6 The 1983/84 cane transport costs for the purpose of Rule 3.2.4 shall be assessed as follows:

(i) The cane tonnage to be used in respect of each individual grower shall be his average annual total production of cane for the four best years during the period 1976/77 to 1982/83.

(ii) Cane transport costs shall be based as follows:

Heavy road vehicle	1983/84 standard rates as calculated by the Transport Assessors.
Lorry.....	
Tractor/trailer.....	
Tramline.....	Special 1983/84 rate as calculated by the Transport Assessors on the basis set out in Rule 14.
Rail transport	The weighted average SATS tariff for the 1983/84 year's deliveries.

(iii) Cane transshipment costs, where applicable, shall be the final 1983/84 rate calculated by the Transport Assessors.

(iv) Cane offloading costs are to be assessed at the 1983/84 average rate per ton of cane, as provided by the Transport Assessors.

(v) Die koste van kettings en pale, voorheen deur die Meulenaarsafdeling gedra, word ingevolge hierdie Reëls die verantwoordelikheid van die Kwekersafdeling.

(vi) Die afstand en vervoerwyse wat gebruik word om elke kweker se koste te bereken, is die geweege gemiddelde afstand en wyse van toepassing op elke kweker se negesyferplanterkode-nommer in die 1983/84-jaar gebruik, soos aangeteken ingevolge Reël 3.2.1, vir die kweker se kwotameul of persmeul waar die bepalings van Reël 3.2.2 geld.

3.2.7 In die geval van elke verloorder—

(i) word die verlies per ton riet soos ingevolge Reël 3.2.4 bereken teen 13,5 % (dertien-en-'n-half persent) gekapitaliseer en vermenigvuldig met die verloorder se normale produksie soos ingevolge Reël 3.2.12 bepaal; die resultaat verteenwoordig die totale vergoedingsbedrag betaalbaar aan die verloorder;

(ii) (a) word, behoudens enige voorlopige betaling waarvoor in Reël 3.1.4 of Reël 3.4 voorsiening gemaak word, die vergoeding aan elke verloorder betaal in hoogstens vyf (5) jaarlikse paaielemente beginnende op 1 Mei 1984, soos deur die Suikervereniging bepaal mag word na inlewering by die Suikervereniging van die Eisebewysertifikaat uitgereik ingevolge Reël 4 ten opsigte van elke sodanige paaielement, tensy die Suikervereniging sodanige paaielement voor die uitreiking daarvan ingevolge die bepalings van Reël 3.2.7 (iii) betaal; die saldo van tyd tot tyd uitstaande, dra rente met ingang van 1 Mei 1984 tot die datum van betaling van elke paaielement waar betaling voor die vervaldatum gemaak word of, na gelang van die geval, tot die vervaldatum van elke paaielement, welke ook al die eerste geskied, teen die geweege gemiddelde van die daelike minimum bankoortrekkingskoerse vorderbaar van die Suikervereniging deur sy bankiers vanaf 1 April die vorige kalenderjaar tot 31 Maart van die lopende kalenderjaar, welke rente aan die verloorder betaalbaar is met sodanige tussenpose as wat die Suikervereniging mag bepaal maar nie later nie as jaarliks agteruitbetaalbaar met ingang van 1 Mei 1985, of sodanige ander datums as wat die Suikervereniging mag bepaal;

(b) word betaling van enige vergoeding en rente daarop ingevolge hierdie Reël geag behoorlik deur die Suikervereniging gemaak te wees by afsending deur die Suikervereniging aan die verloorder, by sy adres aangeteken in die register in Reël 4.4 bedoel, by wyse van vooruitbetaalde gewone pos, van 'n tjek uitgereik deur die Suikervereniging ten gunste van die verloorder ten opsigte van die vergoeding en rente betaalbaar;

(iii) ondanks die bepalings van Reël 3.2.7(ii)—

(a) kan die Suikervereniging te eniger tyd òf voor die uitreiking van enige Eisebewysertifikaat ingevolge Reël 4, òf voor die datum van betaling van enige vergoedingspaaielement soos in die betrokke Eisebewysertifikaat aangeteken, en by skriftelike aansoek deur die verloorder in sodanige vorm as wat die Suikervereniging mag voorskryf, en by inlewering by die Suikervereniging van die betrokke Eisebewysertifikaat ten opsigte van die betrokke paaielement, waar sodanige sertifikaat uitgereik is, die datum van betaling van sodanige paaielement vroeë:

(b) word 'n enkelbedragbetaling ten bedrae van twintigduisend rand (R20 000) of die bedrag van die totale vergoeding verskuldig, welke ook al die minste is, op 1 Mei 1984 betaal: Met dien verstande dat die Suikervereniging na goeëdunke verdere enkelbedragbetalings en enige individuele geval van 'n bykomende bedrag van hoogstens tienduiseend rand (R10 000) kan maak;

(v) The cost of chains and poles, previously borne by the Milling Section, shall, in terms of these Rules, become the responsibility of the Growing Section.

(vi) The distance and mode of transport to be used in calculating each grower's cost shall be the weighted average distance and mode applicable to each grower's nine digit planter code number used in the 1983/84 year, as recorded in terms of Rule 3.2.1, to the grower's quota mill or crush mill where the provisions of Rule 3.2.2 apply.

3.2.7 In the case of each loser—

(i) the loss per ton of cane as calculated in terms of Rule 3.2.4 shall be capitalised at 13,5 % (thirteen and one half per cent) and shall be multiplied by the loser's normal production as assessed in terms of Rule 3.2.12; the product shall represent the total amount of compensation payable to the loser;

(ii) (a) subject to any provisional payment provided for in Rule 3.1.4 or Rule 3.4, the compensation shall be paid to each loser in not more than five (5) annual instalments commencing on 1 May 1984, as may be determined by the Sugar Association after the delivery to the Sugar Association of the Certificate of Evidence of Claim issued in terms of Rule 4 in respect of each such instalment, unless the Sugar Association effects payment of any such instalment prior to the issue thereof pursuant to the provisions of rule 3.2.7 (iii); the balance from time to time outstanding, shall bear interest with effect from 1 May 1984, to the date of payment of each instalment where payment is made prior to due date or, as the case may be, to the due date of each instalment, whichever occurs first, at the weighted average of the daily minimum bank overdraft rates chargeable to the Sugar Association by its bankers from 1 April of the previous calendar year to 31 March of the current calendar year; the interest shall be payable to the loser at such intervals as the Sugar Association may determine, but not later than annually in arrears commencing on 1 May 1985, or such other dates as the Sugar Association may determine;

(b) payment of any compensation and interest thereon on terms of this Rule shall be deemed to have been duly made by the Sugar Association upon the posting by the Sugar Association to the loser at his address recorded in the register referred to in Rule 4.4, by prepaid ordinary post of a cheque issued by the Sugar Association in favour of the loser in respect of the compensation and interest due;

(iii) notwithstanding the provisions of Rule 3.2.7(ii)—

(a) the Sugar Association may at any time, either prior to the issue of any Certificate of Evidence of Claim in terms of Rule 4, or prior to the due date for payment of any instalment of compensation as recorded in the relevant Certificate of Evidence of Claim, and upon the written application of the loser in such form as may be prescribed by the Sugar Association, and upon delivery to the Sugar Association of the relevant Certificate of Evidence of Claim in respect of the instalment in question where such Certificate has been issued, anticipate the due date for payment of such instalment;

(b) a lump sum payment of an amount equal to twenty thousand Rand (R20 000) or the amount of the total compensation due, whichever is the lesser, shall be paid on 1 May 1984: Provided that the Sugar Association shall have the discretion to effect further lump sum payments in any individual case of an additional amount not exceeding ten thousand Rand (R10 000);

(iv) word die totaal van hierdie betalings geag die totale verlies uit te maak wat deur die verloorder as gevolg van die instelling van hierdie Reëls gelyk is, tensy anders in hierdie Reëls bepaal;

(v) beteken "verloorder", ondanks die bepaling van Reël 19.1, vir die doeleindes van Reël 3.2.7—

(a) slegs die verloorder wat daarop geregtig is om vergoeding soos op 1 Mei 1984 te ontvang, maar sluit, by kranksinnigheid, sy eksekuteurs of sy regsvertegenwoordigers in en, na gelang van die geval, sy erfename by sy dood, of sy trustee of likwidateur by sy insolvensie; en

(b) behalwe soos in subparagraaf (a) bepaal, nie ook die verloorder se regsopvolgers van sy kwota ten opsigte van dieselfde grond nie,

en is die verloorder se geregtigheid op vergoeding hierkragtens nie verhandelbaar of oordraagbaar of op enige wyse toewysbaar nie.

3.2.8 Die totale vergoedingsbedrag wat aan alle verloorders betaal word, tesame met rente op onbetaalde saldo's betaal en rente en ander vorderings opgeloopt op bedrae wat geleen is om sodanige betalings aan verloorders te maak, maak die Kwekers se Vervoervergoedingsfonds uit. Die delging van hierdie Fonds is die verantwoordelikheid van die Kwekersafdeling en word met fondse wat ingevolge Reël 3.2.10 gehef word, terugbetaal.

3.2.9 In die geval van elke wenner word sy wins per ton riet, soos ingevolge Reël 3.2.4 bereken, jaarliks met die toepaslike verandering in die vervoerindeks in Reël 20 bedoel, aangepas.

3.2.10 (i) elke jaar, tot dat die Kwekers se Vervoervergoedingsfonds gedolg is, plaas die Suikervereniging 'n heffing op die totale sukruseleweringe gelyk aan 'n bedrag bereken as die produk van die verskil tussen A en C in Reël 3.2.4 genoem, jaarliks aangepas met die toepaslike verandering in die vervoerindeks in Reël 20 bedoel en die totale tonnemaat riet gelewer. Die bedrag van sodanige heffing word vir die doeleindes van paragraaf 6 van Bylae B van die totale Kweekkosteverreistes afgetrek.

(ii) Elke kweker ontvang as 'n aanvullende betaling die verskil, indien daar 'n verskil is, tussen die ekwivalent per ton riet van die bedrag ingevolge Reël 3.2.10 (i) afgetrek en die aangepaste bedrag van sy wins per ton ingevolge Reël 3.2.4 bepaal.

(iii) Die totaal van die heffing ingevolge Reël 3.2.10 (i) afgetrek, min die totaal van die aanvullende betalings ingevolge Reël 3.2.10 (ii), word op die Kwekers se Vervoervergoedingsfonds gekrediteer, uitgesonderd enige bedrag wat deur die Suikervereniging in afwagting van die finalisering van enige voorlopige bepaling ingevolge Reël 3.4.1 (ii) gehef en gehou word.

3.2.11 Die administrasie van die Kwekers se Vervoervergoedingsfonds berus by die Suikervereniging. Kapitale vergoedingsbetalings word deur die Suikervereniging uit die Kwekers se Vervoervergoedingsfonds gemaak. Aanvullende vervoerbetalings ingevolge Reël 3.2.10 word deur meulmaatskappye se normale rietbetalingstelsels na kwekers gekanaliseer. Die Suikervereniging voorsien die meulmaatskappye van die verlangde inligting en fondse om die betalings te dek.

3.2.12 Die vasstelling van die normale produksie vir 'n individuele kweker word deur die Suikervereniging gedoen en word op die volgende gebaseer:

(i) Waar 'n kweker se oppervlakte onder riet, soos in die Kwekersregister aangeteken of soos deur die Suikervereniging bepaal, nie gedurende die tydperk 1976/77 tot 1982/83 verander het nie, is die normale produksie van sodanige kweker die gemiddelde jaarlikse totale rietproduksie vir die vier beste jare gedurende dié tydperk.

(iv) the aggregate of these payment shall be deemed to constitute the total loss suffered by the loser as a result of the introduction of these Rules, unless otherwise provided for in these Rules;

(v) notwithstanding the provisions of Rule 19.1, "loser" shall, for the purposes of this Rule 3.2.7—

(a) mean only the loser entitled to receive compensation as on 1 May 1984, but shall include his Executor or his legal representative upon insanity and, as the case may be, his heir upon his death or his trustee or liquidator upon his insolvency; and

(b) exclude the loser's successor in title to his quota in respect of the same land, save as provided for in subparagraph (a),

and the loser's entitlement to compensation hereunder shall not be negotiable or transferable or in any way assignable.

3.2.8 The total amount of compensation paid to all losers, together with interest paid on unpaid balances and interest and other charges incurred on amounts borrowed to make such payments to losers, shall comprise the Grower's Transport Compensation Fund. The liquidation of this Fund shall be the responsibility of the Growing Section and shall be repaid with funds raised in terms of Rule 3.2.10.

3.2.9 In the case of each gainer, his gain per ton of cane as calculated in terms of Rule 3.2.4 shall be adjusted annually by the appropriate change in the transport index referred to in Rule 20.

3.2.10 (i) Each year, until the Grower's Transport Compensation Fund is liquidated, the Sugar Association shall impose a levy upon the total sucrose deliveries equal to an amount calculated as the product of the difference between A and C, referred to in Rule 3.2.4, adjusted annually by the appropriate change in the transport index referred to in Rule 20 and the total tons of cane delivered. The amount of such levy shall be deducted from the total Growing Cost Requirements for the purposes of paragraph 6 of Schedule B.

(ii) Each grower shall receive as a supplementary payment the difference, if any, between the equivalent per ton of cane of the amount deducted in terms of Rule 3.2.10 (i), and the adjusted amount of his gain per ton, as determined in terms of Rule 3.2.4.

(iii) The total of the levy deducted in terms of Rule 3.2.10 (i), less the aggregate of the supplementary payments in terms of Rule 3.2.10 (ii), shall be credited to the Growers' Transport Compensation Fund, save for any amount levied and held by the Sugar Association pending the finalisation of any provisional determination in terms of Rule 3.4.1 (ii).

3.2.11 The administration of the Growers' Transport Compensation Fund shall be vested in the Sugar Association. Capital compensation payments shall be made by the Sugar Association from the Growers' Transport Compensation Fund. Supplementary transport payments under Rule 3.2.10 shall be channelled to growers through the milling companies' normal cane payment systems. The Sugar Association shall provide milling companies with the required information and funds to cover the payments.

3.2.12 The assessment of normal production for an individual grower shall be carried out by the Sugar Association and shall be based upon the following:

(i) Where a grower's area under cane, as recorded in the Growers' Register or as determined by the Sugar Association, has not changed during the period 1976/77 to 1982/83, the normal production of such grower shall be the average annual total production of cane for the four best years during the period.

(ii) Waar 'n kweker se oppervlakte onder riet gedurende die tydperk verander het, word die gemiddelde van die vier beste opbrengste per hektaar gedurende die tydperk toegepas op die oppervlakte wat in die Kwekersregister soos op 1 Mei 1984 in die kweker se naam ten opsigte van sy geregistreerde kwotagrond aangeteken is, plus enige grond wat ten opsigte van sy aktiewe voorlopige en/of aktiewe voorwaardelike kwotas met riet beplant is.

(iii) Waar 'n kweker nie vir al sewe jaar riet geproduseer het nie, of waar sy kwota verdeel is, word die kweker se normale produksie op die volgende beginsels gebaseer:

(a) Vir 'n kweker wat 'n kwota na 30 April 1977 verkry het, word opbrengste, waar moontlik, ten opsigte van die betrokke oppervlakte vir die jare voordat die oordrag goedgekeur is, verkry en indien sodanige opbrengste nie beskikbaar is nie word die opbrengste ten opsigte van die jare waarvoor lewerings gemaak is, gebruik en indien nodig aangepas.

(b) Vir 'n kweker met 'n afwisselende leweringsrekord word die totaal van sy rietlewerings vir die betrokke jare verdeel deur die aantal jare waarin hy riet gelewer het, plus die jare tussenin waartydens geen riet gelewer is nie ten einde 'n gemiddelde jaarlikse produksie te bereken; die nie-leweringsjare voor en na die eerste en laaste leweringsjaar onderskeidelik word nie by die berekening van die jaarlikse produksie ingesluit nie.

(c) Ingeval die toepassing van Reël 3.2.12 (a) en (b) 'n normale produksie oplewer wat ontoepaslik is, mag 'n toepaslike opbrengs per hektaar ten opsigte van die oppervlakte wat op 1 Mei 1984 in die kweker se naam in die Kwekersregister aangeteken is, toegepas word.

3.2.13 Indien onvoldoende inligting met betrekking tot die tydperk 1976/77 tot 1982/83 vir die berekening van 'n kweker se normale produksie beskikbaar is, word 'n toepaslike opbrengs per hektaar op die gemagtigde oppervlakte wat op 1 Mei 1984 in die kweker se naam in die Kwekersregister aangeteken is, toegepas.

3.2.14 Waar 'n kweker vir verliese in die rietmassa vanaf meulpersele of laaisones verantwoordelik word en waar op die datum van instelling van hierdie Reëls eienaarskap van riet op sodanige punt van die kweker na die meulenaar oorgaan, word die kweker op die volgende wyse vergoed:

(a) Die geweegde gemiddelde verlies in rietmassa vanaf die betrokke meulpersele of laaisones tot by die meul word ten opsigte van elke betrokke meul vir die tydperk 1978/79 tot 1982/83 bereken.

(b) Hierdie verlies, uitgedruk as 'n persentasie van die totale lewerings vanaf sodanige perseel na meule oor sodanige tydperk word met die individuele kweker se normale jaarproduksie vermenigvuldig ten einde die individuele kweker se geagte rietverlies te bepaal.

(c) Die kweker se geagte rietverlies word dan met R26 per ton riet vermenigvuldig en hierdie bedrag teen 13,5 % gekapitaliseer om die kweker se vergoeding te bepaal.

(d) Die vergoeding word in 'n enkele bedrag betaal, tesame met rente opgehoop vanaf 1 Mei 1984 tot die datum van betaling teen die rentekoers in Reël 3.2.7 (ii) vermeld en verteenwoordig die totale verlies deur die kweker gely as gevolg daarvan dat hy verliese in transit moet dra wat voorheen deur sy meulenaar gedra is.

(e) Die vergoeding ingevolge Reël 3.2.14 (d) betaal, word dier die Kwekers se Vergoedingsfonds befonds.

Die vorige meulpersele en laaisones ten opsigte waarvan hierdie Reël van toepassing is, word deur die Rietvervoerappèlraad bepaal wat die suikervereniging dienooreenkomstig in kennis stel.

(ii) Where a grower's area under cane changed during the period, the average of the four best yields per hectare during the period shall be applied to the area recorded under the grower's name in the Growers' Register on 1 May 1984, in respect of his registered quota land, plus any land planted to cane in respect of his active provisional and/or active contingency quotas.

(iii) Where a grower has not produced cane for all seven years or his quota has been split, the grower's normal production shall be based on the following principles:

(a) For a grower who obtained a quota after 30 April 1977, yields shall where possible, be obtained in respect of the areas concerned for the years before the transfer was approved, and if such yields are not available, the yields in respect of the years for which deliveries were made shall be used and, if necessary, adjusted.

(b) For a grower with an intermittent delivery record, the sum of his cane deliveries for the years concerned shall be divided by the number of years in which he had delivered cane, plus the intervening years during which no cane was delivered, in order to determine an average annual production; the non-delivery years before and after the first and last delivery year, respectively shall not be included in the determination of the annual production.

(c) In the event of the application of Rule 3.2.12 (a) and (b) resulting in a normal production which is inappropriate, an appropriate yield per hectare may be applied to the area recorded under the grower's name in the Growers' Register on 1 May 1984.

3.2.13 If insufficient information is available with regard to the period 1976/77 to 1982/83 for the determination of a grower's normal production, an appropriate yield per hectare shall be applied to the authorised area recorded under the grower's name in the Growers' Register on 1 May 1984.

3.2.14 Where a grower becomes responsible for losses in mass of cane from mill sites or loading zones, and where at the date of the introduction of these Rules ownership of cane passed from grower to miller, at such point the grower shall be compensated in the following manner:

(a) The weighted average loss in mass of cane from the mill sites or loading zones concerned to the mill shall be calculated in respect of each mill concerned for the period 1978/79 to 1982/83.

(b) This loss, expressed as a percentage of the total deliveries from such site to mills over such period, shall be multiplied by the individual grower's normal year's production to determine the individual grower's deemed loss of cane.

(c) The grower's deemed loss of cane shall then be multiplied by R26 per ton of cane and this amount capitalised at 13,5 % to determine the grower's compensation.

(d) The compensation shall be paid in one lump sum, together with interest accrued from 1 May 1984 to date of payment, at the rate of interest set out in Rule 3.2.7 (ii), and shall constitute the total loss suffered by the grower as a result of his having to bear losses in transit formerly borne by his miller.

(e) The compensation paid in terms of Rule 3.2.14 (d) shall be funded by the Growers' Transport Compensation Fund.

The former mill sites and loading zones to which this Rule shall apply, shall be determined by the Cane Transport Appeal Board, which shall advise the Sugar Association accordingly.

3.2.15 Kwekers wat benadeel voel deur die normale produksie deur die Suikervereniging vasgestel, kan na die Suikervereniging om 'n hersiening van sodanige vasstelling appelleer. Mits die appèl teen 31 Desember 1984 voorgelê is, moet die suikervereniging sodanige vasstelling met inagneming van alle bykomende inligting hersien. Indien die appellant nie met die Suikervereniging se beslissing tevrede is nie kan hy na die Rietvervoerappèlraad om verligting appelleer. Die Appèlraad se besluit is finaal.

3.3 Meulenaars se vergoedingsprosedure.

3.3.1 Die meulenaars se vergoeding word ooreenkomstig die volgende prosedures bepaal:

Elke meul se suikeropbrengs per hektaar geregistreerde kwotagrond word vir elk van die sewe jare vanaf 1976/77 tot 1982/83 bepaal deur elke meul se suikerproduksie volgens die finale suikroeprysberkening in elk van die betrokke jare te deel deur die geregistreerde kwotagrond wat in die Kwekersregister vir elke meul aan die begin van elke betrokke jaar verskyn en word aangepas ten einde vir die volgende voorsiening te maak:

(i) Suikerproduksie uit afgewende riet word toegeskryf aan die kwotameul waarvan die reit afgewend is.

(ii) Raffineringsverliese toeskryfbaar aan elke meul wat 'n sentrale raffinadery voorsien, word afgetrek.

(iii) Vir die jare 1976/77, 1977/78 en 1978/79 sluit die suikerproduksie van die Maidstone- en die Gledhowmeul 'n proporsionele gedeelte van die produksie toeskryfbaar aan Melville se geregistreerde kwotagrond in.

Die geweege gemiddelde van die beste vier opbrengste van gemelde sewe jare word toegepas op die aantal hektaar geregistreerde kwotagrond soos op 1 Mei 1984 ten einde elke meul se normale suikerproduksie te bepaal.

3.3.2 (i) Die meulenaars se oorspronklike basiskoste met ingang van die 1978/79-jaar, naamlik—

Darnall.....	1 637 069
Amatikulu.....	986 379
Felixton.....	545 207
Empangeni.....	776 006
Mount Egecombe	434 684
Tongaat.....	1 009 314
Melville	11 589
Umfoloji.....	1 016 056
Glendale.....	Nul
Union.....	Nul
Sezela.....	1 737 000
Pongola.....	221 881
Gledhow.....	1 359 830
Umzimkulu	Nul
Illovo	599 308
Noodsberg	380 656
Malelane	501 858
Entumeni.....	Nul
Totaal.....	R 11 216 837,

word verhoog met 51 % (een-en-vyftig persent) van die persentasie verhoging van die geweege rietvervoertarief van die Nywerheid vir die 1983/84-jaar in verhouding tot die 1977/78-jaar; en resultante bedrag word dan verhoog met 52 % (twee-en-vyftig persent) van die opwaartse wisseling in die totale geagte tonnemaat riet toeskryfbaar aan die normale suikerproduksie ingevolge Reël 3.3.1 vasgestel, vergeleke met die ooreenstemmende tonnemaat riet in die 1977/78-jaar. Vir die doeleindes van hierdie Reël word die totale geagte tonnemaat riet bepaal deur die Nywerheid se gemiddelde riet-tot-suikerverhouding wat in die 1977/78-jaar gegeld het op die normale suikerproduksie ingevolge Reël 3.3.1 vasgestel, toe te pas.

3.2.15 Growers who feel prejudiced by the normal production determined by the Sugar Association, may appeal to the Sugar Association for a review of such determination. On condition that the appeal is submitted by 31 December 1984, the Sugar Association shall review such determination, taking into account any additional information. If the appellant is not satisfied with its ruling, he may then appeal to the Cane Transport Appeal Board for relief. The Appeal Board's decision shall be final.

3.3 Millers' compensation procedure.

3.3.1 The millers' compensation shall be determined in accordance with the following procedures:

Each mill's yield of sugar per hectare of registered quota land shall be determined for each of the seven years from 1976/77 to 1982/83 by dividing each mill's sugar production as per the final sucrose price calculation in each of such years by the registered quota land appearing in the Growers' Register for each mill at the beginning of each such year, and shall be adjusted to take account of the following:

(i) Sugar production from diversion cane shall be attributed to the quota mill from which the cane was diverted.

(ii) Refining losses attributed to each mill supplying a central refinery shall be deducted.

(iii) For the years 1976/77, 1977/78 and 1978/79 the Maidstone and Gledhow mills' sugar production shall include a proportionate share of production attributable to Melville registered quota land.

The weighted average of the best four yields of the aforementioned seven years shall be applied to the hectares of registered quota land as on 1 May 1984 to determine each mill's normal sugar production.

3.3.2 (i) The millers' original base costs as at the commencement of the 1978/79 year, namely—

Darnall.....	1 637 069
Amatikulu.....	986 379
Felixton.....	545 207
Empangeni.....	776 006
Mount Egecombe	434 684
Tongaat.....	1 009 314
Melville	11 589
Umfoloji.....	1 016 056
Glendale.....	Nil
Union.....	Nil
Sezela.....	1 737 000
Pongola.....	221 881
Gledhow.....	1 359 830
Umzimkulu	Nil
Illovo	599 308
Noodsberg	380 656
Malelane	501 858
Entumeni.....	Nil
Total	R 11 216 837,

shall be inflated by 51 % (fifty-one per cent) of the weighted industrial cane transport rate percentage increase for the 1983/84 year relative to the 1977/78 year: the resultant amount shall then be inflated by 52 % (fifty-two per cent) of the upward variation in the total deemed cane tonnage attributable to the normal sugar production established in terms of Rule 3.3.1, compared with the corresponding cane tonnage in the 1977/78 year. For the purpose of this Rule the total deemed cane tonnage shall be assessed by applying the industrial average cane to sugar ratio which pertained in the 1977/78 year to the normal sugar production established in terms of Rule 3.3.1.

(ii) Die meulenaars se basiskoste (insluitende dié van Empangeni) word dan verder aangepas om voorsiening te maak vir die oprigting van enige nuwe meulperseel gedurende die tydperk tussen die basisjaar 1978/79 en die instelling van hierdie Reëls waardeur die vervoerkoste van die meulperseel na die meul, tesame met die volle verhogings daarop, in die meulenaars se basiskoste ingesluit word. Hierdie koste is nie aan die aanpassingsfaktore hierbo uiteengesit onderworpe nie.

(iii) Meulenaars se oorspronklike basiskoste soos in Reël 3.3.2 (i) uiteengesit, word aangepas ten einde vir die sluiting van 'n meul en die oordrag van kwota van een meul na 'n ander voorsiening te maak.

(iv) By elke meul se oorspronklike basiskoste soos ingevolge Reël 3.3.2 (i), (ii) en (iii) aangepas, word die basiskoste van daardie meul se nuwe kwekers bygevoeg. Nuwe kwekers is, vir die doeleindes van hierdie Reël, kwekers wat houters is van kwota wat na 1 Mei 1978 in die Kwekersregister geregistreer is. Nuwe kwekers se basiskoste word volgens die volgende formule bereken, waarvan die produk met die individuele nuwe kweker se totale rietlewering in die 1983/84-jaar vermenigvuldig word, of ingeval sodanige kweker geen lewerings in die 1983/84-jaar gehad het nie, word 'n geagte opbrengs van 35 ton riet per hektaar toegepas op die kweker se geregistreerde kwota-grond soos deur die Sentrale Raad van die suikervereniging aangeteken:

$$C - \frac{C \times B}{S}$$

waar—

S die individuele kweker se standaardrietervervoer- en, waar van toepassing, oorlaaitarief in die basisjaar verteenwoordig;

B die individuele kweker se oorspronklike basiskoste aangepas met die suikroeprijsaanpassingsfaktor tot en met die basisjaar verteenwoordig; die suikroeprijsaanpassingsfaktor wat gebruik word in enige jaar tussen 1978/79 en 1983/84 ingeslote, word bereken deur die suikroeprijs vir die vorige jaar in klousule 42 (a) van die Suikernywerheids-ooreenkoms bedoel, uitgedruk in rand per ton, deur R91,14 te deel;

C die individuele kweker se finale standaardrietervervoer- en, waar van toepassing, oorlaaitarief vir die 1983/84-jaar verteenwoordig.

3.3.3 Die gedeelte van die totale aangepaste meulenaarsbasiskoste wat aan elke meul toegeken word, word bepaal op die basis van die verhouding waarin elke meul se normale produksie, ingevolge Reël 3.3.1 bepaal, staan tot die totale normale suikerproduksie van alle meule soos in Reël 3.3.1 bepaal.

3.3.4 Die individuele meul se aangepaste basiskoste soos ingevolge Reël 3.3.2 bepaal, word vergelyk met die individuele meul se basiskoste ingevolge Reël 3.3.3 toegeken. Waar die basiskoste ingevolge Reël 3.3.2 toegeken groter is as dié ingevolge Reël 3.3.3 toegeken, word sodanige meul 'n wenner geag te wees, en waar die koste ingevolge Reël 3.3.2 toegeken minder is as dié ingevolge Reël 3.3.3 toegeken, word sodanige meul 'n verloorder geag te wees en is sy jaarlikse verlies die verskil tussen voormelde bedrae. Wenners en verloorders word op die basis van individuele meule, en nie op die basis van meulgroepe nie, bepaal.

3.3.5 In die geval van die verloorders—

(i) word die verliese ingevolge Reël 3.3.4 bereken teen 13,5 % (dertien-en-'n-half persent) gekapitaliseer om die totale vergoedingsbedrag betaalbaar aan elke meulenaar wat verloor, te bepaal;

(ii) The millers' (including Empangeni's) base costs shall then be further adjusted to take into account the establishment of any new mill site during the period between the base year 1978/79 and the introduction of these Rules, whereby the cost of transport from mill site to mill, together with full escalations thereon, shall be included in the millers' base costs. This cost shall not be subject to the adjustment factors set out above.

(iii) Millers' original base costs as set out in Rule 3.3.2 (i) shall be adjusted to take into account the closure of a mill and the transfer of quota from one mill to another.

(iv) To each mill's original base costs as adjusted in terms of Rule 3.3.2 (i), (ii) and (iii) shall be added that mill's new growers' base costs. New growers, for the purposes of this Rule, shall be growers who are holders of quota registered in the Growers' Register after 1 May 1978. New growers' base costs shall be calculated by the following formula, the product of which shall be multiplied by the individual new grower's total cane deliveries in 1983/84 year or, in the event of such grower having no deliveries in the 1983/84 year, a deemed yield of 35 tons of cane per hectare shall be applied to the grower's registered quota land as recorded by the Sugar Industry Central Board:

$$C - \frac{C \times B}{S}$$

where—

S represents the individual grower's standard cane transport and, where applicable, transshipment rate in the base year;

B represents the individual grower's original base cost adjusted by the sucrose price adjustment factor up to and including the base year; the sucrose price adjustment factor to be used in any year between 1978/79 and 1983/84 inclusive shall be calculated by dividing the sucrose price referred to in clause 42 (a) of the Sugar Industry Agreement for the previous year, expressed in rands per ton, by R91,14;

C represents the individual grower's final standard cane transport and, where applicable, transshipment rate for the 1983/84 year.

3.3.3 The share of the total adjusted millers' base cost to be allocated to each mill, shall be determined on the basis of the ratio which each mill's normal production, determined in terms of Rule 3.3.1, bears to the total normal sugar production of all mills as determined in Rule 3.3.1.

3.3.4 The individual mill's adjusted base costs as determined in terms of Rule 3.3.2 shall be compared with the individual mill's base costs allocated in terms of Rule 3.3.3. Where the base costs allocated in terms of Rule 3.3.2 are greater than those allocated in terms of Rule 3.3.3, such mill shall be deemed to be a gainer, and where the costs allocated in terms of Rule 3.3.2 are less than those allocated in terms of Rule 3.3.3, such mill shall be deemed to be loser and its annual loss shall be the difference between the aforementioned amounts. Gainers and losers shall be determined on the basis of individual mills and not on the basis of groups of mills.

3.3.5 In the case of the losers—

(i) the losses calculated in terms of Rule 3.3.4 shall be capitalised at 13,5 % (thirteen and one half per cent) to determine the total amount of compensation payable to each losing miller;

(ii) word die vergoeding aan elke meulenaar wat verloor behoudens enige voorlopige betalings ingevolge Reël 3.1.4 gemaak, in hoogstens vyf gelyke jaarlikse paaieremente betaal beginnende op 1 Mei 1984, soos die Suikervereniging mag bepaal, en by die behoorlike inlewering by die Suikervereniging van die Eisbewysertifikaat ingevolge Reël 4 uitgereik ten opsigte van elke sodanige paaierement; die saldo van tyd tot tyd uitstaande dra rente vanaf 1 Mei 1984 tot die datum van betaling van elke paaierement waar betaling voor die vervaldatum gemaak word of tot die vervaldatum van elke paaierement, na gelang van die geval, watter ook al eerste plaasvind, teen die geweepte gemiddelde van die daelike minimum bankoortrekkingskoerse wat van die Suikervereniging deur sy bankiers vanaf 1 April van die vorige kalenderjaar tot 31 Maart van die lopende kalenderjaar gevorder word, welke rente aan die verloorde betaalbaar is met sodanige tussenpose as wat die Suikervereniging mag bepaal nie later nie as jaarliks agteruit beginnende op 1 Mei 1985, of op sodanige ander datums as wat die Suikervereniging mag bepaal;

(iii) kan die Suikervereniging, ondanks die bepaling van Reël 3.3.5 (ii), op enige tydstip voor die datum van betaling van enige vergoedingspaaierement aangege in die Eisbewysertifikaat ingevolge Reël 4 uitgereik, en by skriftelike aansoek deur die meulenaar wat verloor in sodanige vorm as wat die Suikervereniging mag voorskryf en by inlewering by die Suikervereniging van die Eisbewysertifikaat ten opsigte van die betrokke paaierement, die vervaldatum van betaling van sodanige paaierement vervoeg;

(iv) beteken, ondanks die bepaling van Reël 19.1, die "meulenaar wat verloor" vir die doeleindes van Reël 3.3.5—

(a) slegs die meulenaar wat verloor en daarop geregtig is om vergoeding soos op 1 Mei 1984 te ontvang maar sluit in die geval van die likwidasië van sodanige meulenaar wat verloor die likwidateur van sodanige meulenaar wat verloor in; en

(b) behalwe soos in subparagraaf (a) bepaal, nie ook die meulenaar wat verloor se regsopvolger tot sy betrokke meul nie, en die meulenaar wat verloor se geregtigheid op vergoeding is nie verhandelbaar of oordraagbaar of op enige wyse toewysbaar nie;

(v) word die totaal van hierdie betalings geag die totale verlies uit te maak wat deur die meulenaar as gevolg van die instelling van hierdie Reëls gely is, tensy anders in hierdie Reëls bepaal.

3.3.6 Die totale vergoedingsbedrag wat aan alle meulenaars wat verloor betaal word, tesame met rente op onbetaalde saldo's betaal en rente en ander vorderings opgeloopt op bedrae wat geleen is om sodanige betalings aan verloorde te maak, maak die Meulenaars se Vervoervergoedingsfonds uit. Die delging van hierdie Fonds is die verantwoordelijkheid van die Meulenaarsafdeling en word met fondse wat ingevolge Reël 3.3.8 gehef word, terugbetaal.

3.3.7 Die potensiële winste word jaarlikse vasgestel gebaseer op 'n berekening ingevolge Reëls 3.3.1, 3.3.2, 3.3.3 en 3.3.4, behalwe dat—

(i) die meulenaars se oorspronklike basiskoste soos in Reël 3.3.2 (i) uiteengesit, verhoog of verlaag word met 51 % (een-en-vyftig persent) van die persentuele toename of afname van die vervoerindeks in Reël 20 bedoel, vir die betrokke jaar, in verhouding tot die basiskoste wat tot die 1983/84-jaar verhoog is, en die bedrag aldus verkry, dan verhoog of verlaag word, na gelang van die geval, met 52 % (twee-en-vyftig persent) van die opwaartse of afwaartse wisseling in die totale tonnemaat riet vir die betrokke jaar, vergeleke met die ooreenstemmende tonnemaat riet in die 1977/78-jaar; en

(ii) subject to any provisional payments made in terms of Rule 3.1.4, the compensation shall be paid to each losing miller in not more than five annual instalments commencing on 1 May 1984, as may be determined by the Sugar Association and against due delivery to the Sugar Association of the Certificate of Evidence of Claim issued in terms of Rule 4 in respect of each such instalment. The balance outstanding from time to time shall bear interest, with effect from 1 May 1984 to the date of payment of each instalment where payment is made prior to due date or, as the case may be, to the due date of each instalment, whichever occurs first at the weighted average of the daily minimum bank overdraft rates chargeable to the Sugar Association by its bankers from 1 April of the previous calendar year to 31 March of the current calendar year. The interest shall be payable to the loser at such intervals as the Sugar Association may determine, not later than annually in arrears commencing on 1 May 1985, or such other dates as the Sugar Association may determine;

(iii) notwithstanding the provisions of Rule 3.3.5 (ii), the Sugar Association may at any time prior to the due date for payment of any instalment of compensation as recorded in the Certificate of Evidence of Claim issued in terms of Rule 4, and upon the written application of the losing miller in such form as may be prescribed by the Sugar Association and upon delivery to the Sugar Association of the Certificate of Evidence of Claim in respect of the instalment in question, anticipate the due date for payment of such instalment;

(iv) notwithstanding the provisions of Rule 19.1, for the purposes of this Rule 3.3.5, the "losing miller" shall—

(a) mean only the losing miller entitled to receive compensation as on 1 May 1984, but shall include the losing miller's liquidator in the event of the winding up of such losing miller; and

(b) exclude the losing miller's successor in title to its mill in question, save as provided for in subparagraph (a),

and the entitlement to compensation of the losing miller hereunder shall not be negotiable or transferable or in any way assignable;

(v) the aggregate of these payments shall be deemed to constitute the total loss suffered by the miller as a result of the introduction of these Rules, unless otherwise provided for in these Rules.

3.3.6 The total amount of compensation paid to all losing millers, together with interest paid on unpaid balances and interest and other charges incurred on amounts borrowed to make such payments to losers, shall comprise the Millers' Transport Compensation Fund. The liquidation of this Fund shall be the responsibility of the Milling Section and shall be repaid with funds raised in terms of Rule 3.3.8.

3.3.7 The potential gains shall be ascertained annually, based on a computation in terms of Rules 3.3.1, 3.3.2, 3.3.3 and 3.3.4, except that—

(i) the millers' original base costs as set out in Rule 3.3.2 (i) shall be inflated or deflated by 51 % (fifty-one per cent) of the percentage increase or decrease for the year concerned of the transport index referred to in Rule 20, relative to base costs escalated to the 1983/84 year, and the resultant amount then inflated or deflated, as the case may be, by 52 % (fifty-two per cent) of the upward or downward variation in the total cane tonnage for the year concerned compared with the corresponding cane tonnage in the 1977/78 year; and

(ii) Die produksiesyfers wat gebruik word vir die toewysing in Reël 3.3.3 vermeld, die werklike individuele meul-en die totale produksiesyfers vir die betrokke jaar is.

Indien 'n meulenaar wat ingevolge Reël 3.3.4 aanvanklik as 'n wenner aangeslaan is 'n verloorde word, doen hy geen bydrae in daardie jaar nie. Indien 'n meulenaar wat aanvanklik as 'n verloorde aangeslaan is 'n wenner word, doen hy 'n bydrae ingevolge Reël 3.3.8. Ingeval 'n nuwe meul opgerig word, dra die nuwe meulenaar nie by tot, of ontvang hy geen betaling van die Meulenaars se Vervoervergoedingsfonds nie.

3.3.8 Elke jaar, totdat die Meulenaars se Vervoervergoedingsfonds gedolg is, word een twaalfde van die jaarlikse wins soos in Reël 3.3.7 bereken, deur elke meulenaar wat 'n wenner is maandeliks by wyse van die toepassing van Nywerheidshreffings in die Fonds inbetaal en die bedrag wat betaal word, word van maand tot maand toepaslik aangepas.

3.3.9 Die administrasie van die Meulenaars se Vervoervergoedingsfonds berus by die Suid-Afrikaanse Suikervereniging. Kapitale vergoedingsbetalings word deur die Suikervereniging uit die Meulenaars se Vervoervergoedingsfonds gemaak.

3.4 Voorlopige vasstellings.

3.4.1 Indien dit, ondanks die bepalings van hierdie Reëls, as gevolg van onvolledige vervoerkoste- of normale produksiegegevens, of vanweë enige onbeslote sake wat na die Rietvervoerappèlraad verwys is, nie vir die Suikervereniging moontlik is om 'n finale berekening van winste en verliese vir inwerkingstelling op 1 Mei 1984 te maak nie, word 'n voorlopige vasstelling op die volgende basis gemaak deur gebruik te maak van die mees onlangse ramings van al die faktore wat ingevolge Reël 3.2 deel van die vergoedingsprosedure uitmaak:

(i) Waar die onvolledige gegewens of die onbeslote saak oor 'n moontlike verandering van vervoerkoste gaan, word die voorlopige berekening gedoen deur gebruik te maak van die kostegegewens wat die laagste vlak van vergoeding of die hoogste vlak van wins aan enige kwekers wat nie regstreeks deur die onvolledige inligting of onbeslote appèl geraak word nie sal voorsien, behalwe in sover dit op die gemiddelde vervoerkoste per ton riet ingevolge faktore A en C in Reël 3.2.4 inbreuk maak; sodanige kweker ontvang daarna 'n voorlopige vergoedingsbetaling ingevolge Reël 3.2.8 of laat met sy voorlopige wins ingevolge Reëls 3.2.9 en 3.2.10 handel.

(ii) 'n Kweker, insluitende 'n kweker in Reël 3.2.5 bedoel, wie se voervoerkostegegewens, naamlik faktore B en D in Reël 3.2.4, regstreeks deur die onvolledige gegewens of onbeslote saak geraak word, ontvang, hangende finalisering van die gegewens of saak, nie vergoeding vir voorlopige verlies van, of doen 'n bydrae aan die Kwekers se Vervoervergoedingsfonds nie; elke betrokke kweker ontvang egter maandeliks 'n betaling van die Suikervereniging van 'n bedrag gelyk aan die verskil tussen die bedrag per ton ingevolge Reël 3.2.5 (i) betaal en die individuele kweker se basistarief (D in Reël 3.2.4), aangepas met die toepaslike verandering in die vervoerindeks in Reël 20 bedoel, vermenigvuldig met die kweker se totale lewerings vir die jaar tot op datum, met vorige betalings ingevolge hierdie Reël gemaak; elke kweker is onderworpe aan die bepalings van Reël 3.2.10 (i) maar ontvang geen aanvullende betaling ingevolge Reël 3.2.10 (ii) nie.

(iii) Eisbewysseffekte word nie uitgereik nie hangende finalisering van inligting of onbeslote sake ingevolge Reël 3.4.1 (ii).

(ii) the production figures to be used for the allocations described in Rule 3.3.3 shall be the actual individual mill and total production figures for the year concerned.

If a miller who was, in terms of Rule 3.3.4 initially assessed as a gainer becomes a loser, he will make no contribution in that year. If a miller who was initially assessed as a loser becomes a gainer, he shall make a contribution in terms of Rule 3.3.8. In the event of a new mill being established, the new miller shall neither contribute to nor receive payment from the Millers' Transport Compensation Fund.

3.3.8 Each year, until the Millers' Transport Compensation Fund is liquidated, one-twelfth of the annual gain as calculated in Rule 3.3.7 shall be paid monthly into the Fund by each gaining miller through the application of Industrial levies, the amount paid being adjusted from month to month as appropriate.

3.3.9 The administration of the Millers' Transport Compensation Fund shall be vested in the South African Sugar Association. Capital compensation payments shall be made by the Sugar Association from the Millers' Transport Compensation Fund.

3.4 Provisional determinations.

3.4.1 Notwithstanding the provisions of these Rules, if it is not possible as a result of incomplete transport cost or normal production data, or as a result of any decision outstanding on any matters referred to the Cane Transport Appeal Board for the Sugar Association to make a final calculation of gains and losses for implementation on 1 May 1984, a provisional determination shall be carried out, using the most recent estimates of all the factors entering into the compensation procedure in terms of Rule 3.2 on the following basis:

(i) Where the incomplete information or undecided matter deals with a possible change of transport costs, the provisional calculation shall be carried out using the cost information which will provide that lowest level of compensation or highest level of gain to any growers who will not be directly affected by the incomplete information or undecided appeal, except in so far as it impinges upon the average transport cost per ton of cane in terms of factors A and C in Rule 3.2.4; such grower shall thereafter receive a provisional compensation payment in terms of Rule 3.2.8 or have his provisional gain treated in terms of Rules 3.2.9 and 3.2.10.

(ii) Any grower, including a grower referred to in Rule 3.2.5, whose transport cost information, namely, factors B and D in Rule 3.2.4, is directly affected by the incomplete data or unresolved decision shall, pending finalisation of the data or decision, neither receive compensation for provisional loss from, nor contribute to, the Growers' Transport Compensation Fund; each grower concerned shall, however, receive a monthly payment from the Sugar Association of an amount equal to the difference between the amount per ton paid in terms of Rule 3.2.5 (i) and the individual grower's base rate (D in Rule 3.2.4), adjusted by the appropriate change in the transport index referred to in Rule 20, multiplied by the grower's total deliveries for the year to date and minus previous payments made in terms of this Rule; each grower shall be subject to the provisions of Rule 3.2.10 (i), but shall receive no supplementary payment in terms of Rule 3.2.10 (ii).

(iii) Certificates of Evidence of Claim shall not be issued pending finalisation of information or decisions in terms of Rule 3.4.1 (ii).

(iv) Wanneer sake wat die vasstelling van die gemiddelde rietvervoerkoste ingevolge faktore A en C van Reël 3.2.4 raak na die mening van die Suikervereniging tot bevredigende finaliteit gebring is, is hierdie faktore nie onderworpe aan verdere wysiging nie en word 'n finale berekening van winste en verliese op daardie tydstop ingevolge Reël 3.2 gedoen.

Na die uitvoering van sodanige voorlopige vasstelling—

(a) word elke verloorder, behoudens enige vasstelling wat ingevolge Reël 3.4.1 (ii) uitstaande is, van sy finale vergoedingsbedrag in kennis gestel en ontvang hy enige uitstaande betalings verskuldig benewens enige voorwaardelike bedrag vantevore betaal ten opsigte van die jaar wat op 1 Mei 1984 begin en die nodige Eisbewys-sertifikate word vir sodanige bykomende bedrag uitgereik;

(b) word elke wenner, behoudens enige vasstelling wat ingevolge Reël 3.4.1 (ii) uitstaande is, van die finale bedrag van sy wins in kennis gestel en, indien nodig ten einde te verseker dat die bepalinge van Reël 3.2.10 korrek toegepas word, word terugwerkende aanpassings dan deur die Suikervereniging gedoen; en

(c) word, namate elke uitstaande geval, indien daar is, in hierdie Reël bedoel, vervolgens opgelos word, die finale wins of verlies ingevolge hierdie Reël bereken.

4. Eisebewys-sertifikate

4.1 Alle geregtighede op vergoedingseise, behoudens dié voor die uitreiking van enige Eisebewys-sertifikaat ingevolge Reël 3.2.7 (iii) (a) of as 'n enkelbedrag ingevolge Reël 3.2.7 (iii) (b) uitbetaal, word in "Eisebewys-sertifikate" gedokumenteert.

4.2 'n Eisebewys-sertifikaat word ten opsigte van elke onbetaalde vergoedingspaalement uitgereik: Met dien verstande dat indien 'n Sertifikaat geskend, verlore of vernietig raak dit by betaling van sodanige bedrag, indien daar is, en op sodanige voorwaardes, indien daar is, as wat die Suikervereniging vir bewyslewering en vrywaring mag voorskryf, hernieu kan word.

4.3 Eisebewys-sertifikate word uitgereik in die naam van die persoon of liggaam wat daarop geregtig is om vergoeding soos op 1 Mei 1984 te ontvang, en is, behoudens soos in Reëls 3.2.7 (v) en 3.3.5 (iv) bedoel, nóg verhandelbaar, nóg oordraagbaar of toewysbaar.

4.4 'n Register van Eisebewys-sertifikate word deur die Suikervereniging gehou waarin sodanige besonderhede van die verloorder as wat die Suikervereniging mag bepaal, aangeteken word: Met dien verstande dat geen verandering aan die adres van die verloorder daarin aangeteken, aangebring mag word nie behalwe ooreenkomstig 'n oordrag van sodanige Sertifikaat, behoorlik ingevolge hierdie Reël gedoen, of by verskaffing deur die verloorder van sodanige bewys ter staving van sy identiteit as wat die Suikervereniging voldoende ag.

4.5 'n Eisebewys-sertifikaat op naam van twee of meer persone geregistreer, word gelewer aan die persoon wat eerste in die Register as houër daarvan gemeld word en die lewering van die Sertifikaat aan daardie persoon is voldoende lewering aan alle gesamentlike houers van daardie Sertifikaat.

4.6 Die eksekuteur van die boedel van 'n afgestorwe enigste houër van 'n Eisebewys-sertifikaat is die enigste persoon wat deur die Suikervereniging erken word as synde 'n aanspraak te hê op sodanige Sertifikaat en die vergoeding ten opsigte daarvan betaalbaar. In die geval van twee of meer houers is die oorlewendes of oorlewende en die eksekuteur van die afgestorwe deelhouer die enigste persone wat deur die Suikervereniging erken word as synde enige aanspraak op die Sertifikaat en die vergoedingspaalement ten opsigte daarvan te hê.

(iv) When, in the opinion of the Sugar Association, matters affecting the determination of average cane transport costs in terms of factors A and C of Rule 3.2.4 have been brought to a satisfactory conclusion, these factors shall not be subject to further alteration and a final calculation of gains and losses shall at that stage be carried out in terms of Rule 3.2.

After the carrying out of such provisional determination—

(a) each loser, save for any outstanding determinations in terms of Rule 3.4.1 (ii), shall be notified of his final compensation amount and shall receive any outstanding payments due, over and above any provisional amount previously paid in respect of the year commencing 1 May 1984, and the necessary Certificates of Evidence of Claims shall be issued for such additional amount;

(b) each gainer, save for any outstanding determinations in terms of Rule 3.4.1 (ii), shall be notified of the final amount of his gain and, if necessary, to ensure that the provisions of Rule 3.2.10 are correctly applied, retro-active adjustments shall then be carried out by the Sugar Association; and

(c) as each outstanding case, if any, referred to in this Rule is subsequently resolved, the final gain or loss shall be calculated in Terms of this Rule.

4. Certificates of evidence of Claims

4.1 All compensation claim entitlements, save as paid out prior to the issue of any Certificate of Evidence of Claim pursuant to Rule 3.2.7 (iii) (a) or as a lump sum in terms of Rule 3.2.7 (iii) (b), shall be documented in "Certificates of Evidence of Claims".

4.2 A Certificate of Evidence of Claim shall be issued in respect of each unpaid instalment of compensation: Provided that if a Certificate is defaced, lost or destroyed, it may be renewed on payment of such fee, if any, and on such terms, if any, as to evidence and indemnity as the Sugar Association may prescribe.

4.3 Certificates of Evidence of Claims shall be issued in the name of the person or body entitled to receive compensation as on 1 May 1984 and shall, save as referred to in Rules 3.2.7 (v) and 3.3.5 (iv), be neither negotiable, transferable nor assignable.

4.4 A register of Certificates of Evidence of Claims shall be maintained by the South African Sugar Association, in which shall be entered such particulars of the loser as the Sugar Association may determine: Provided that no alteration to the address of the loser entered therein shall be made, save in accordance with a transfer of such Certificate duly effected in terms of this Rule or upon the loser providing such evidence to sustain his identity as the Sugar Association deems sufficient.

4.5 A Certificate of Evidence of Claim registered in the name of two or more persons shall be delivered to the person first named in the Register as the holder thereof, and delivery of the Certificate to that person shall be a sufficient delivery to all joint holders of that Certificate.

4.6 The executor of the estate of a deceased sole holder of a Certificate of Evidence of Claim shall be the only person recognised by the Sugar Association as having any title to such Certificate and the compensation payable in respect thereof. In the case of two or more holders, the survivors or survivor and the executor of the deceased partholder shall be the only persons recognised by the Sugar Association as having any title to the Certificate and to the instalment of compensation in respect thereof.

4.7 Enige persoon wat as gevolg van die afsterwe of insolvensie van 'n verloorder op 'n Eisbewysertifikaat geregtig word, het by sodanige bewyslewering soos van tyd tot tyd deur die Suikervereniging verlang, die reg om as die houer ten opsigte van die betrokke Sertifikaat geregistreer te word.

4.8 Enige persoon wat as gevolg van die kranksinnigheid, afsterwe of insolvensie van enige verloorder geregtig word op 'n Eisbewysertifikaat kan by bewyslewering wat die hoedanigheid waarin hy voornemens is om kragtens hierdie Reël op te tree, of sy aanspraak staaf, wat die Suikervereniging voldoende ag, sodanige Sertifikaat aan hom laat oordra.

4.9 'n Persoon wat op 'n Eisbewysertifikaat geregtig word as gevolg van die kranksinnigheid, afsterwe of insolvensie van die verloorder, is geregtig op dieselfde rente waarop hy geregtig sou gewees het indien hy die verloorder was.

4.10 Enige persoon wat bewys van sy aanstelling as die eksekuteur, administrateur, trustee of kurator ten opsigte van die boedel van 'n afgestorwe verloorder voorlê, of van 'n verloorder wie se boedel gesekwestreer is, of van 'n verloorder wat andersins onbevoeg is, of as die likwidateur van enige regspersoon wat 'n verloorder is, word *nomine officii* in die Sertifikaatregister aangeteken en word daarna vir alle doeleindes geag die verloorder te wees op die onbetaalde vergoeding hierkragtens geregtig is.

4.11 Aansoeke om die oordrag van Eisbewysertifikate ingevolge hierdie Reël word in die vorm deur die Suikervereniging voorgeskryf en vergesel van die betrokke Eisbewysertifikaat voorgelê.

4.12 Oordragte tree in werking en word wetlik bindend slegs nadat dit deur die Suikervereniging in die oordragregister aangeteken is. Die Eisbewysertifikate word geëndosseer ten einde die wettige houer daarvan van tyd tot tyd te identifiseer.

4.13 Die oordragregister word elke jaar vanaf 15 April tot en met 30 April en vir sodanige ander tydperke as wat die Suikervereniging nodig ag, gesluit.

5. Toekomstige veranderings rakende rietvervoer

5.1 Behoudens andersluidende bepalings in hierdie Reël, is veranderings rakende rietvervoer en die koste daarvan 'n saak vir onderhandeling tussen die betrokke kwekers en die meulenaar/s. Ingeval daar nie daarin geslaag word om 'n ooreenkoms oor voorgestelde veranderings of die betaling van vergoeding betaalbaar deur een van die partye aan die ander ten opsigte van sodanige verandering of die voorwaardes van betaling daarvan te bereik nie, kan enige van die partye die saak na die Rietvervoerappèlraad verwys vir sy beslissing. In sy beslissing word die Raad gelei deur die beginsels in Reëls 5.2 en 5.3 uiteengesit.

5.2 Waar die sluiting of verskuiwing van 'n meul tot gevolg het dat kwekers bykomende vervoerkoste na 'n nuwe kwotameul of verskuifde meul dra, word vergoeding aan die betrokke kwekers betaal deur die meulenaar aan wie die kweker voortaan sy riet sal lewer. Die kapitaalvergoeding wat betaal moet word, word bereken deur die marginale koers vir die groter afstand te vermenigvuldig met die dan geldende normale produksie en die resultaat met 'n toepaslike kapitalisasiekoers te kapitaliseer. Die normale produksie in tonnemaat riet word bepaal op die basis in Reël 3.2.12 bepaal, toegepas op die sewe jare wat die jaar waarin die verandering in werking getree het, voorafgaan. Die kapitaalbetaling van die meulenaar aan die betrokke kweker val die betrokke kweker toe op die tydstop wanneer die veranderde vervoeromstandighede toepassing vind. Die kapitaalbetaling word vir die doeleindes van Bylae B in meulkapitaal ingesluit en oor 'n tydperk van vyf jaar afgeskryf.

4.7 Any person becoming entitled to a Certificate of Evidence of Claim in consequence of the death or insolvency of a loser, shall upon such evidence being produced as may from time to time be required by the Sugar Association, have the right to be registered as the holder in respect of the Certificate in question.

4.8 Any person becoming entitled to a Certificate of Evidence of Claim in consequence of the insanity, death or insolvency of any loser, may upon producing such evidence as sustains the character in which he proposes to act under this Rule, or such evidence of his title, as the Sugar Association deems sufficient, have such Certificate transferred to himself.

4.9 A person becoming entitled to a Certificate of Evidence of Claim by reason of the insanity, death or insolvency of the loser, shall be entitled to the same interest to which he would be entitled if he were the loser.

4.10 Any person who submits proof of his appointment as the executor, administrator, trustee or curator in respect of the Estate of a deceased loser, or of a loser whose Estate has been sequestrated, or of a loser who is otherwise under a disability, or as the liquidator of any body corporate which is a loser, shall be entered in the Register of Certificates *nomine officii* and shall thereafter for all purposes be deemed to be the loser entitled to the unpaid compensation hereunder.

4.11 Application for the transfer of Certificates of Evidence of Claims in terms of this Rule shall be submitted in the form prescribed by the Sugar Association and accompanied by the relevant Certificate of Evidence of Claim.

4.12 Transfers shall become effective and legally binding only after they have been recorded by the Association in the transfer register. The Certificates of Evidence of Claims shall be endorsed to identify the legal holder thereof from time to time.

4.13 The transfer register shall be closed each year from 15 to 30 April, inclusive, and for such other periods as are deemed necessary by the Sugar Association.

5. Future changes affecting cane transport

5.1 Save as otherwise provided in this Rule, changes affecting cane transport and the cost thereof are a matter for negotiation between the growers and the millers concerned. In the event of a failure to reach agreement on proposed changes or on the payment of any compensation payable by either party to the other in respect of such change or on the terms of payment thereof, either party may refer the matter to the Cane Transport Appeal Board for its decision. In arriving at its decision the Board shall be guided by the principles set out in Rules 5.2 and 5.3

5.2 Where the closure or resiting of a mill results in growers bearing additional transport costs to a new quota mill or the the resited mill, compensation should be paid to the growers concerned by the miller to whom the grower will be delivering his cane in future. The capital compensation to be paid should be calculated by taking the marginal rate for the increased distance, multiplied by the then normal production, and capitalising the result by an appropriate capitalisation rate. The normal production in tons of cane shall be assessed on the basis provided for in Rule 3.2.12, applied to the seven years preceding the year in which the change became effective. The capital payment from the miller to the grower concerned shall accrue at the time at which the changed transport circumstances apply. The capital payment shall be included in milling capital for purposes of Schedule B, and be depreciated over a period of five years.

5.3 Waar veranderinge wat duidelik tot voordeel van die kwekers is (byvoorbeeld 'n verandering in die meulinname-fasiliteite of verskuiwing van 'n meul) deur vooraf ooreenkoms tussen die meulenaar en die meerderheid van die betrokke kwekers gemaak word, word vergoeding deur elke betrokke kweker aan die meulenaar betaal. Hierdie kapitaal-vereffening word nie in kwekerskapitaal ingesluit nie. Normale waardevermindering van die bates word as deel van die meulkoste geëis, maar die bates, in soverre dit deur die vergoeding wat deur die kwekers betaal is, gefinansier is, word vir doeleindes van Bylae B nie in meulenaarskapitaal ingesluit nie. In die geval van die verskuiwing van meule word *mutatis mutandis* besluit oor die vereffening soos in Reël 5.2 bepaal.

5.4 Behoudens die bepalinge van Reël 5.1 verander die meulenaar nie die innamefasiliteite vir enige vervoerwys waarmee kwekers hul riet lewer sonder die toestemming van die meerderheid van kwekers wat deur die verandering geraak word nie. Waar sodanige veranderinge aan innamefasiliteite gemaak word, word kapitaalvergoeding, gebaseer op die kweker se verhoogde koste, deur die meulenaar betaal aan elke kweker wat deur die verandering geraak word.

5.5 Ten einde enige geskil wat ingevolge hierdie Reël na hom verwys word, te besleg, kan die Rietvervoerappèl-raad een of beide van die volgende twee panele van onafhanklike deskundiges aanstel, naamlik—

(i) 'n paneel van drie vervoerdeskundiges om veranderinge in die kwekers se vervoerkoste te bepaal;

(ii) 'n paneel van drie finansiële deskundiges om 'n kapitaaleseringskoers te bepaal wat hul verwagting van die langtermynrentekoers vir die vyf jaar beginnende op die tydstip waarop die verandering aan die meulfasiliteite plaasgevind het, weerspieël.

5.6 Enige vergoeding deur 'n meulenaar aan 'n kweker ingevolge hierdie Reël betaal, is uitgesluit van die begrip vervoersubsidies in klousule 37 (5) van die Ooreenkoms.

6. Verbod op subsidies

6.1 Die volgende voordele is uitgesluit van die begrip vervoersubsidies in klousule 37 (5) van die Ooreenkoms bedoel:

(i) Waar sosio-ekonomiese omstandighede sodanig is dat dit in landsbelang is om advies en tegniese bystand of ander hulp met die ontwikkeling van rietkweekgebiede te verskaf, in welke geval die behoefte, aard en omvang van die bystand en die gebied(e) waarin dit verleen mag word deur die Suikervereniging met die goedkeuring van die Minister bepaal en geregleer word.

(ii) Sodanige ander voordele en geriewe as wat deur die Suikervereniging met die goedkeuring van die Minister bepaal mag word.

6.2 Ingeval die Suikervereniging of enige van sy lede aanvoer dat klousule 37 (5) van die Ooreenkoms nie nagekom word nie, kan die Suikervereniging of enige ander van sy lede die saak na die Sentrale Raad verwys vir beslissing ooreenkomstig die bepalinge van klousule 32 (6) van die Ooreenkoms, wat *mutatis mutandis* hierop van toepassing is. Die beslissing van die Sentrale Raad, wat finaal is, word skriftelik aan die Suikervereniging en die betrokke partye oorgedra.

7. Meulpersele

7.1 Vanaf 1 April 1984 word die reg van 'n kweker om as gevolg van die sluiting van 'n meul sy riet op 'n meulenaar se koste te laat aflaai, oorlaai of vanaf 'n meulperseel of 'n laaisone na 'n meul te vervoer, beëindig. Waar 'n meulenaar eienaarskap van die kweker se riet by 'n meulperseel of

5.3 Where changes that are clearly to the advantage of the growers (for example a change in mill receiving facilities or resiting of a mill) are made by prior agreement between the miller and the majority of growers concerned, compensation should be paid to the miller by each grower concerned. This capital settlement shall not be included in growers' capital. Normal depreciation on the assets shall be claimed as part of milling costs, but the assets, to the extent that they have been financed by the compensation paid by the growers, shall not be included in millers' capital for the purposes of Schedule B. In the case of the resiting of mills the settlement shall, *mutatis mutandis*, be arrived at as provided for in Rule 5.2.

5.4 Subject to the provisions of Rule 5.1 the miller shall not change the receiving facilities for any mode of transport by which growers are delivering their cane, without the agreement of the majority of growers affected by the change. Where such changes are made to mill receiving facilities capital compensation should be paid by the miller to each grower affected by the change, based on the increased cost to the grower.

5.5 In order to determine any dispute referred to it in terms of this Rule, the Cane Transport Appeal Board may appoint either or both of the following two panels of independent experts, namely—

(i) a panel of three transport experts to assess changes in the cost of transport to growers;

(ii) a panel of three financial experts to determine a capitalisation rate reflecting their expectation of the long-term interest rate for the five years commencing from the time at which the change to milling facilities took place.

5.6 Any compensation paid by a miller to a grower in terms of this Rule shall be excluded from the concept of subsidies in clause 37 (5) of the Agreement.

6. Prohibition of subsidies

6.1 The following benefits shall be exempted from the concept of subsidies referred to in clause 37 (5) of the Agreement:

(i) Where socio-economic circumstances are such that it is in the interests of the country to provide advice and technical assistance or other help with the development of cane growing areas, in which case the need, nature and extent of the assistance, and the area(s) in which this may be granted shall be determined and regulated by the Sugar Association with the approval of the Minister.

(ii) Such other benefits and facilities as may be determined by the Sugar Association with the approval of the Minister.

6.2 In the event of the Sugar Association or any of its members contending that clause 37 (5) of the Agreement is not being complied with, the Sugar Association or any member may refer the matter to the Central Board for determination in accordance with the provisions of clause 32 (6) of the Agreement, which shall apply hereto *mutatis mutandis*. The decision of the Central Board, which shall be final, shall be conveyed in writing to the Sugar Association and the parties concerned.

7. Mill sites

7.1 As from 1 April 1984, the right of any grower to have his cane offloaded, transhipped or transported from a mill site or a loading zone, which arose from the closure of a mill, to a mill at a miller's expense, shall be determined. Where a miller accepted ownership of the grower's cane at a

'n laaisone aanvaar het en vir die riet op daardie basis betaal het, dra die kweker in die toekoms enige verliese in transit as gevolg daarvan dat daar nie langer volgens sonegewig vir die riet betaal word nie, en word hy vir sodanige verliese vergoed op die wyse in Reël 3.2.14 bepaal. Tensy die betrokke kwekers en meulenaars oor 'n verandering in die vervoerreëlings ooreengekom het, kry die vorige meulperseel die status van 'n laaisone en aanvaar die meulenaar verantwoordelikheid vir aflaai en oorlaai, waar van toepassing, en vervoer vanaf sodanige laaisone na die kwotameul op die kweker se koste vir die tydperk wat ingevolge Reël 10.1 van toepassing is.

7.2 Waar die betrokke meulenaar en kweker nie in staat was om oor 'n verandering in vervoerreëlings ingevolge Reël 7.1 ooreen te kom nie en die meulenaar of sy kontrakteur voortgaan om die vorige meulperseel as 'n laaisone te bedryf en die riet ingevolge Reël 7.1 te vervoer, is die tariewe wat betaal word deur die verskaffende kwekers vir aflaai en oorlaai, waar van toepassing; en vir rietvervoer, tensy anders ooreengekom, die toepaslike 1983/84-standaardtariewe in Reël 3.2.5 bedoel, jaarliks aangepas met die toepaslike verandering in die vervoerindeks in Reël 20 bedoel.

7.3 Waar 'n meulenaar die kweker ingevolge hierdie Reël minder vra as die toepaslike aangepaste standaardtarief is hierdie vordering nie bindend vir die meulenaar indien die Sentrale Raad beslis dat die tarief deur die meulenaar gevra 'n gesubsidieerde tarief ingevolge klousule 37 (5) van die Ooreenkoms is nie.

8. Verandering van persmeul

8.1 (a) 'n Kweker gaan voort om aan sy kwotameul te lewer, tensy reëlins van onbepaalde tydskuur bestaan vir die afwending van riet op die datum waarop hierdie Reëls ingestel word of 'n opdrag deur die Minister ingevolge Reël 8.3 gegee word of ooreenkoms tussen die betrokke partye bereik word, of tensy die Sentrale Raad anders bepaal.

(b) Waar reëlins van onbepaalde tydskuur vir die afwending van riet bestaan maar die persmeul permanent gesluit word, word van die kweker vereis om aan sy kwotameul te lewer.

8.2 Geen kweker is daarop geregtig om slegs op grond van die instelling van die nuwe vervoerskema 'n verandering van sy kwotameul te eis nie.

8.3 Wanneer riet nie aan die naaste meul gelewer word nie en veranderinge van rietleweringe en/of oordragte van kwota 'n ekonomieser kostestruktuur tot gevolg sal hê, moet alles moontlik gedoen word om die verlangde ekonomiese voordele te bereik met inagneming van die ekonomiese posisie van die partye wat regstreeks gemoeid is. Die Appèlraad sal gepaste aanbevelings by die Minister doen vir beslissing deur hom na oorlegpleging met die Nywerheid.

9. Rietvervoerappèlraad

9.1 'n Rietvervoerappèlraad word deur die Suikervereniging ingevolge klousule 37 (7) van die Suikernywerheids-ooreenkoms gestig.

9.2 Samestelling.

9.2.1 Die Raad bestaan uit twee verteenwoordigers van elk van die Meulenaars- en die Kwekersafdeling, en drie onafhanklike buitelede, van wie een die Voorsitter is, en een 'n amptenaar van die Departement van Handel en Nywerheid is.

9.3 Aanstelling.

9.3.1 Die Raad word deur die Raad van die Suikervereniging onderworpe aan die Minister se goedkeuring aangestel.

mill site or at any loading zone and paid for the cane on that basis, the grower shall in future bear any losses in transit as a result of the fact that the cane is no longer being paid for on zone weight, and shall be compensated for such losses in the manner provided for in Rule 3.2.14. Unless a change in transport arrangements is agreed to by the growers and millers concerned, the former mill site shall assume the status of a loading zone and the miller shall assume responsibility for offloading and transshipment, where applicable, and transport from such loading zone to the quota mill at the expense of the grower for the period applicable in terms of Rule 10.1.

7.2 Where the miller and the grower concerned have been unable to agree to a change in transport arrangements in terms of Rule 7.1 and the miller or his contractor continues to operate the former mill site as a loading zone and to transport the cane in terms of Rule 7.1, the rates which shall be paid by supplying growers for offloading and transshipment, where applicable, and transport of cane shall, unless otherwise agreed, be the appropriate 1983/84 standard rates referred to in Rule 3.2.5, adjusted annually by the appropriate change in the transport index referred to in Rule 20.

7.3 Where, in terms of this Rule, a miller charges the grower less than the appropriate adjusted standard rate, this charge will not be binding upon the miller in the event that the Central Board determines that the rate charged by the miller is a subsidised rate in terms of clause 37 (5) of the Agreement.

8. Change of crushing mill

8.1 (a) A grower shall continue to deliver to his quota mill, unless arrangements of indefinite duration for the diversion of cane exists at the date of introduction of these Rules, or a directive is given by the Minister in terms of Rule 8.3, or agreement is reached between the parties concerned, or the Central Board otherwise determines.

(b) Where arrangements of indefinite duration for the diversion of cane exist but the crush mill is closed permanently, the grower shall be required to deliver to his quota mill.

8.2 No grower shall be entitled to demand a change of quota mill by virtue only of the introduction of the new transport scheme.

8.3 When cane is not being delivered to the nearest mill, and where changes in the deliveries of cane and/or transfers of quota will provide a more economic cost structure, every attempt shall be made to achieve the desired economies, having regard to the economic position of the parties directly involved. The Appeal Board will make appropriate recommendations to the Minister for decision by him after consultation with the Industry.

9. Cane Transport Appeal Board

9.1 A Cane Transport Appeal Board shall be established by the Sugar Association in terms of clause 37 (7) of the Sugar Industry Agreement.

9.2 Composition.

9.2.1 The Board shall comprise two representatives from each of the Milling and Growing Sections, and three independent outside members, one of whom shall be Chairman, and one an official of the Department of Trade and Industry.

9.3 Appointment.

9.3.1 The Board shall be appointed by the Council of the Sugar Association subject to the approval of the Minister.

9.3.2 Lede is daarop geregtig om 'n plaasvervanger te nomineer om vergaderings by te woon ingeval 'n lid nie beskikbaar is nie.

9.3.3 In die afwesigheid van die Voorsitter by 'n vergadering kies die persone wat teenwoordig is 'n waarnemende Voorsitter.

9.4 Funksies.

9.4.1 Behalwe soos deur die Sentrale Raad van die Suikervereniging ingevolge hierdie Reëls bepaal moet word, het die Raad die bevoegdheid—

(i) om appèlle deur kwekers en meulenaars aangeteken teen besluite ingevolge die Reëls vir die inwerkingstelling van die nuwe rietvervoerskema deur die Rörich Komitee van Ondersoek aanbeveel en deur die Eggersrietvervoeruitvoerbaarheidskomitee aangevul, te ondersoek en om te besluit oor sake betreffende die vertolking van die Reëls, sake nie deur die Reëls gedek nie of nie genoegsaam deur die Reëls gedek nie en geskille voortspuitend uit die inwerkingstelling van die nuwe rietvervoerskema waar die betrokke partye nie ooreenkoms kan bereik nie;

(ii) om geskille voortspuitend uit die inwerkingstelling van die nuwe rietvervoerskema waar die betrokke partye nie ooreenkoms kan bereik nie, te besleg;

(iii) om oor gevalle van ontbering wat na die Raad verwys word, te besluit en sodanige verligting as wat die Raad in die omstandighede billik ag, toe te staan;

(iv) om oor alle onopgeloste sake in verband met die vergoedingsprosedure te besluit;

(v) om sake in verband met die inwerkingstelling van die nuwe vervoerskema wat die Minister, na oorlegpleging met die Suikervereniging, na die Raad verwys, te ondersoek en aanbevelings daaroor aan die Minister, met afskrifte aan die Suikervereniging, te doen; en

(vi) om oor enigiets wat na die Raad verwys moet word of deur die Raad ingevolge hierdie Reëls oor besluit moet word, te beslis en om sodanige verligting as wat in die omstandighede gepas is, te verleen.

9.5 Besluite.

9.5.1 Die besluite van die Raad word by wyse van 'n gewone meerderheid geneem en is nie aan appèl onderworpe nie.

9.6 Administrasie.

9.6.1 Die administratiewe behoeftes van die Raad word deur die Suikervereniging voorsien en befonds.

9.6.2 Die koste deur die Raad aangegaan om tot 'n besluit te kom word deur die betrokke partye gedra in sover die Raad dit wenslik en billik ag.

9.7 Beëindiging.

9.7.1 Die Raad word deur die Raad van die Suikervereniging met goedkeuring van die Minister ontbind.

9.7.2 Na die ontbinding van die Raad word alle verdere sake betreffende die vertolking of uitvoering van hierdie Reëls en ander besluite binne die bestek van die funksies en opdrag van die Raad soos in hierdie Reëls omskrywe vervolgens na die Sentrale Raad van die Suikervereniging verwys.

9.3.2 Members shall be entitled to nominate an alternate to attend meetings in the event of such member not being available.

9.3.3 In the absence of the Chairman at a meeting an Acting Chairman shall be elected by those persons present.

9.4 Functions.

9.4.1 Save as is required to be determined by the Sugar Industry Central Board in terms of these Rules, the Board shall have the power—

(i) to examine appeals made by growers and millers against determinations made in terms of the Rules for the implementation of the new cane transport scheme, recommended by the Rörich Committee of Inquiry and supplemented by the Eggers Cane Transport Feasibility Committee, and to decide on matters concerning the interpretation of the Rules, matters not covered or not adequately covered by the Rules, and disputes arising from the implementation of the new cane transport scheme where the parties concerned cannot reach agreement;

(ii) to determine on disputes arising from the implementation of the new cane transport scheme where the parties concerned cannot reach agreement;

(iii) to decide on cases of hardship referred to the Board, and to grant such relief as it may deem equitable in the circumstances;

(iv) to decide on all unresolved matters relating to the compensation procedure;

(v) to investigate matters referred to the Board by the Minister, after consultation with the Sugar Association, relating to the implementation of the new transport scheme, and to make recommendations thereon to the Minister, with copies to the Sugar Association; and

(vi) to determine upon anything required to be referred to, or to be decided by the Board in terms of these Rules and to grant such relief as may be appropriate in the circumstances.

9.5 Decisions.

9.5.1 The decisions of the Board shall be determined by simple majority and shall not be subject to appeal.

9.6 Administration.

9.6.1 The administrative requirements of the Board shall be provided and funded by the Sugar Association.

9.6.2 The costs incurred by the Board in arriving at a decision shall be borne by the parties concerned in so far as the Board considers this desirable and equitable.

9.7 Termination.

9.7.1 The Board shall be disbanded by the Council of the Sugar Association with the approval of the Minister.

9.7.2 Upon the disbandment of the Board all subsequent matters concerning the interpretation or execution of these Rules and other decisions envisaged within the functions and terms of reference of the Board as defined in these Rules, shall thereafter be referred to the Sugar Industry Central Board.

10. Bestaande kontrakte en verantwoordelikheid van die meulenaar vir rietvervoer en die oorlaai en weeg van riet

10.1 Waar die meulenaar in 1983/84 vir die vervoer of oorlaai van riet verantwoordelik was, word sy verpligting om riet te vervoer of oor te laai tesame met die kweker se verpligting om voort te gaan om sy riet deur die meulenaar te laat vervoer of oorlaai beëindig—

(i) op die datum van beëindiging in 'n ooreenkoms tussen die meulenaar en die kweker bepaal; of

(ii) by verstryking van vyf jaar vanaf 1 Mei 1984; of

(iii) op die datum van beëindiging van 'n verwante kontrak tussen die meulenaar en 'n derde party van toepassing op die vervoer of oorlaai van daardie kweker se riet soos in klousule 37 (4) (b) van die Ooreenkoms bepaal; of

(iv) op 'n vroeër datum as die datum in Reël 10 (1) (i), (ii) of (iii) bedoel soos deur die betrokke partye ooreengekom mag word,

welke ook al eerste geskied.

10.2 Waar die bepalings van Reël 10.1 geld, word die koste wat vir die vervoer van die riet na die meul en die oorlaai daarvan betaal moet word in die eerste plek deur die betrokke meulenaar gedra wat op sy beurt sodanige koste op die kweker verhaal in die mate en op die basis van die 1983/84-standaardtariewe vir die afstand en die vervoerwyse en oorlaai en aflaai, waar van toepassing, wat geregiastreer is by die Suikervereniging aan die einde van die 1983/84-jaar, soos bepaal ingevolge die Rietvervoerreëls in klousule 37 (6) van die Ooreenkoms bedoel, aangepas met die toepaslike verandering in die vervoerindeks in Reël 20 bedoel, behalwe waar die betrokke partye 'n reëling aangegaan het waarvolgens die kweker onderneem het om sekere bykomende vervoerkoste te betaal, in welke geval die ooreengekome tariewe ooreenkomstig die reëlings ten opsigte van sodanige bykomende koste van toepassing is.

10.3 Vanaf 1 April 1984 is die reg van elke kweker om sy riet by 'n meulperseel of laaisone te laat weeg 'n saak vir onderhandeling tussen die betrokke kweker en meulenaar. Ingeval daar ooreengekom word dat die weëry deur die meulenaar by 'n ander punt as by die meul onderneem word, word die weegkoste deur die twee partye volgens die volgende verdeling gedra:

(a) Waar die weëry uitgevoer word om die meulenaar se omstandighede te pas, dra die meulenaar die weegkoste wat vir die doeleindes van Bylae B as 'n meulkoste geëis word.

(b) Waar die weëry uitgevoer word om die kweker se omstandighede te pas, verhaal die meulenaar die weegkoste op die kweker en word sodanige koste vir die doeleindes van Bylae B by die kwekerskoste ingesluit.

(c) Waar die partye ooreenkom om die koste tot hul wedersydse voordeel te deel, word die koste deur elke party aangegaan, deur die onderskeie Afdelings vir die doeleindes van Bylae B geëis.

10.4 Waar 'n meulenaar ingevolge Reël 10.1 en 10.2 enige vervoer- of oorlaaikoste dra wat die koste wat ingevolge sodanige Reëls op kwekers verhaalbaar is, te bowe gaan, word sodanige oorskryding uitgesluit van die begrip vervoersubsidie in klousule 37 (5) van die Ooreenkoms.

11. Permanente verlies van rietvoorrade

11.1 Ingeval enige rietweekoppervlakte as gevolg van die instelling van hierdie reëls aan rietverbouing onttrek word sonder dat die betrokke tonnemate riet vir lewering aan dieselfde meul vervang word, wend die Suikervereniging pogings aan om die oorspronklike meul se verlies deur of die oorplasing van die rietkwota na geskikte grond by 'n ander meul en die rasionalisering van lewerings tussen meule, of deur uitbreiding te verminder.

10. Existing contracts and miller's responsibility for cane transport, transshipment and weighing of cane

10.1 Where the miller was responsible for cane transport or transshipment in 1983/84, the miller's obligation to transport or transship cane, together with the grower's obligation to continue to have his cane transported or transhipped by the miller, shall terminate on—

(i) the date of termination provided for in any agreement between the miller and the grower; or

(ii) the expiry of five years from 1 May 1984; or

(iii) the date of termination of any related contract between the miller and a third party applicable to the transport or transshipment of that grower's cane as provided for in clause 37 (4) (b) of the Agreement; or

(iv) a date earlier than the date referred to in Rule 10.1 (i), (ii) or (iii), as may be agreed upon by the parties concerned,

whichever occurs first.

10.2 The costs to be paid for the transport of the cane to the mill and its transshipment where the provisions of Rule 10.1 apply, shall be borne, in the first instance, by the miller concerned, who shall in turn recover such costs from the grower to the extent and on the basis of the 1983/84 standard rates for the distance and mode of transport and transshipment and offloading, where applicable, registered with the Sugar Association at the conclusion of the 1983/84 year, as determined in terms of the Cane Transport Rules referred to in clause 37 (6) of the Agreement and adjusted by the appropriate change in the transport index referred to in Rule 20, save and except where an arrangement has been agreed to by the parties concerned, whereby the grower has undertaken to pay certain additional transport costs, in which event the agreed rates in accordance with the arrangements shall apply in respect of such additional costs.

10.3 As from 1 April 1984, the right of any grower to have his cane weighed at a mill site or loading zone shall be a matter for negotiation between the grower and miller concerned. In the event that it is agreed that the weighing operation is to be undertaken by the miller at a point other than at the mill, the cost of weighing shall be borne by the two parties according to the following division:

(a) Where the weighing is carried out to suit the miller's circumstances, the miller shall bear the cost of weighing, which shall be claimed as a Milling Cost for the purposes of Schedule B.

(b) Where the weighing is carried out to suit the grower's circumstances, the miller shall recover the costs of weighing from the grower, and such costs shall be included in Grower's Costs for the purposes of Schedule B.

(c) Where the parties agree to share the costs to their mutual benefit, the costs incurred by each party shall be claimed by the respective Sections for the purposes of Schedule B.

10.4 Where, in terms of Rule 10.1 and 10.2, a miller bears any transport or transshipment costs in excess of those recoverable from growers in terms of such Rules, such excess shall be excluded from the concept of transport subsidy in clause 37 (5) of the Agreement.

11. Permanent loss of cane supplies

11.1 In the event of any cane growing area being taken out of cane as a result of the introduction of these Rules, without the cane tonnages involved being replaced for delivery to the same mill, the Sugar Association shall endeavour to minimise the loss to the original mill, either by transferring the cane quota to suitable land at another mill and rationalising supplies between mills, or through expansion.

11.2 In soverre bogemelde prosedures nie 'n meulenaar se verlies van riet verhoed nie, word die jaarlikse finansiële verliese, bereken op die basis van die bedrag wat verloor is ten opsigte van die marginale finansiële bydrae wat andersins aan die betrokke meulenaar sou toegekom het en deur die Suikervereniging goedgekeur is, met die aanvang van die jaar waarin die verlies voorgekom het en geëis is, uit die Nywerheidsfondse betaal en word met betaling voortgegaan totdat geskikte rietleweringe beskikbaar is. Indien die verlies gedeeltelik of in sy geheel van permanente aard geag word, word kapitaalvergoeding betaal. Die kapitaalvergoeding word uit nywerheidsfondse aan die meulenaar betaal, gebaseer op die jaarlikse bedrag van die marginale bydrae, bepaal ten opsigte van rietvoorrade wat as permanente verlies beskou word. Ingeval dit nodig word om sodanige betaling te maak, stel die Suikervereniging 'n paneel van drie finansiële deskundiges aan om 'n kapitaliseringskoers te bepaal wat hul verwagting van die langtermynrentekoers vir die vyf jaar wat 'n aanvang neem op die tydstop waarop sodanige betaling betaalbaar is, weerspieël.

11.3 Betalings aan meulenaars uit nywerheidsfondse ingevolge hierdie Reël gemaak, word in ag geneem in die mate deur die Suikervereniging bepaal by die berekening van meulbehoefte in die formule vir die verdeling van opbrengs, ingevolge Bylae B.

12. Nuwe toetreders, oordragte van kwotas tussen meule, vervangings en uitbreidings van kwotagrond en oordrag van kwotas sonder grond

12.1 Gedurende die termyn van die Kwekers se Vervoervergoedingsfonds moet elke nuwe kweker wat tot die Nywerheid toetree deur of die uitreiking van nuwe kwota, of die verkryging van bestaande kwota sonder grond, en enige bestaande kweker wat sy kwota na 'n ander kwotameul oorplaas, sy posisie met betrekking tot sy nuwe meul laat bepaal ten einde vas te stel of hy in 1983/84 ingevolge Reël 3.2.4 as 'n verloorder of 'n wenner geklassifiseer sou gewees het.

12.1.1 Gedurende die oorblywende gedeelte van die termyn van die Kwekers se Vervoervergoedingsfonds word enige kweker wie se vervoerkoste verminder is as gevolg van 'n afwendingreëling, wat deur die Suikervereniging geregistreer is, se wins- of verliesposisie met betrekking tot sy persmeul bepaal ten einde vas te stel of hy in 1983/84 as 'n wenner of 'n verloorder ingevolge Reël 3.2.4 geklassifiseer sou gewees het. Vir hierdie doel is die kweker se basistarief na die persmeul die basistarief van toepassing in dieselfde jaar ten opsigte waarvan sy basistarief na sy kwotameul bepaal is.

12.2 Vir die doeleindes van Reël 3.2.4 word die basistarief van elke kweker volgens Reël 12.1 ingevolge die bepalinge van Reël 23 (1)(bis) van die Reëls wat rietvervoer in die 1983/84-jaar gereël het, vasgestel asof hy tussen 1 Mei 1978 en die instelling van hierdie Reëls tot die Nywerheid toetree het. Ondanks die bepalinge van hierdie Reël word die basistarief van 'n bestaande kweker wie se leweringe voor die finale vasstelling van sy wins of verlies gerasionaliseer word, bepaal met betrekking tot dieselfde jaar voor sodanige rasionalisering toegepas is.

12.3 Na vasstelling van die geagte wins of verlies van 'n kweker in Reël 12.1 bedoel, word sy posisie soos volg behandel:

(a) Waar die kweker as 'n wenner bepaal word, word sy wins per ton riet ingevolge Reëls 3.2.9 en 3.2.10 gehanteer.

(b) Waar die kweker as 'n verloorder bepaal word, kwalifiseer hy nie vir enige verdere betalings van vergoeding nie of word daar nie van hom vereis om enige vergoeding wat reeds bepaal is terug te betaal nie.

11.2 To the extent that the above procedures do not avoid loss of cane to a miller, the annual financial losses, calculated on the basis of the amount lost in respect of marginal financial contribution that would have otherwise accrued to the miller concerned, and approved by the Sugar Association, shall be paid out of industrial funds with effect from the commencement of the year in which the loss has occurred and is claimed, and shall continue to be paid until such time as suitable cane supplies are forthcoming. If the loss is deemed to be of a permanent nature, in part or in whole, capital compensation shall be paid. The capital compensation shall be paid to the miller out of industrial funds based on the annual amount of the marginal contribution determined in respect of cane supplies which have been deemed to be permanently lost. In the event that it becomes necessary to make such a payment the Sugar Association shall appoint a panel of three financial experts to determine a capitalisation rate reflecting their expectation of the long-term interest rate for the five years commencing from the time at which such payment falls due.

11.3 Any payments made to millers from industrial funds in terms of this Rule shall be taken into account, to the extent determined by the Sugar Association, in the computation of milling requirements in the division of proceeds formula in terms of Schedule B.

12. New entrants, transfers of quotas between mills, substitutions and extensions of quota land and transfers of quotas without land

12.1 During the term of the Growers' Transport Compensation Fund each new grower entering the Industry, either through the issue of new quota or the acquisition of existing quota without land and any existing grower transferring his quota to a different quota mill shall have his position assessed in relation to his new mill, to establish whether he would have been classified as a gainer or a loser in 1983/84 in terms of Rule 3.2.4.

12.1.1 During the remaining portion of the term of the Growers' Transport Compensation Fund, any grower who has his transport costs reduced by virtue of a diversion arrangement, registered by the Sugar Association, shall have his gain or loss position assessed in relation to his crush mill, to establish whether he would have been classified as a gainer or loser in 1983/84 in terms of Rule 3.2.4. For this purpose the grower's base rate to the crush mill shall be the base rate applicable in the same year in respect of which his base rate to his quota mill was determined.

12.2 For purposes of Rule 3.2.4 the base rate of each grower under Rule 12.1 shall be assessed under the provisions of Rule 23 (1)(bis) of the rules governing cane transport in the 1983/84 year as if he had entered the Industry between 1 May 1978 and the introduction of these Rules. Notwithstanding the provisions of this Rule, the base rate of any existing grower whose deliveries are rationalised prior to the final determination of his gain or loss, shall be determined in relation to the same year as applied prior to such rationalisation.

12.3 When the deemed gain or loss of a grower referred to in Rule 12.1 has been established, his position shall be dealt with as follows:

(a) Where the grower is determined as a gainer, his gain per ton of cane shall be dealt with in terms of Rules 3.2.9 and 3.2.10.

(b) Where the grower is determined as a loser, he shall not qualify for any further compensation payments or be required to repay any compensation already determined.

12.4 Bestaande kwotahouers wat na 'n nuwe meul verskuif, word ingevolge Reëls 12.1, 12.2 en 12.3 op dieselfde wyse as alle nuwe kwekers herbepaal.

12.5 Ingeval 'n nuwe meul opgerig word, dra die nuwe meulenaar nie by tot, of ontvang nie betaling van die Meulenaars se Vervoervergoedingsfonds nie.

12.6 Waar uitbreidings of vervangings van kwotagrond aan bestaande kwekers op dieselfde plaasgrond toegestaan word, word geen nuwe wins-/verliesvasstelling vereis nie.

12.7 Waar uitbreidings of vervangings van kwotagrond ten opsigte van ander plaasgrond aan bestaande kwekers toegestaan word, kan die Suikervereniging die wins-/verliesvasstelling ten opsigte van die riet wat van die nuwe rietland gelewer staan te word soos vir 'n nuwe kweker bepaal.

12.8 Met betrekking tot toekennings van nuwe rietgrond ten opsigte van oordragte van kwota sonder grond aan bestaande kwekers toegestaan, geld die bepalings van Reël 12.6 en 12.7 *mutatis mutandis*.

13. Die tydreëling van rietlewering aan die meul

13.1 Kwekers gaan voort om hul riet aan die meul te lewer met dieselfde vervoerwyse as wat voor die instelling van hierdie reëls gegeld het, tensy 'n ander reëling met die betrokke meulenaar aangegaan word. Ten einde die lewering van riet aan meule te reguleer, berus die vastelling, beheer en rekordhouding van leweringsverplichtings by die Meulgroeprade. Alle aansoeke om 'n wysiging van die tyd van lewering van 'n kweker se riet word gevolglik by die Meulgroeprade gedoen. Meulgroeprade bepaal die tydreëling van leweringstoekeknings vir elke kweker op die basis van en in ooreenstemming oor die geheel met die bestaande tonnemate en leweringspatrone aan die meul met elke vervoerwyse, soos met die meulenaar ooreengekom. Die meulenaar of die kweker het die reg tot appèl na die Sentrale Raad van die Suikernywerheid indien hy nie met enige besluite van die Meulgroeprade in hierdie verband saamstem nie. Indien 'n kweker aanhoudend in gebreke bly om aan die tyd van sodanige leweringsreëlings te voldoen, is die meulenaar daarop geregtig om ontvangs van lewering te weier totdat die kweker daaraan voldoen.

14. Tremlyntariewe

14.1 Elke meulenaar se tremlyn moet deur die Rietvervoerappèlraad ondersoek word wat daarvoor aan die Minister verslag doen met sodanige aanbevelings as wat toepaslik geag word. Sodra daar besluit is of 'n tremlyn gesluit moet word en of dit in bedryf moet bly, en die berekenings vir vergoeding op die basis van sodanige besluit gefinaliseer is, word, ten opsigte van elke tremlyn wat in bedryf bly, die betrokke kwekers vir die gebruik daarvan belas en word hul vergoeding op die basis van 'n tremlyntarief bereken, soos hieronder uiteengesit, of op sodanige ander basis as waarop besluit mag gewees het na die ondersoek hierbo bedoel en wat vervolgens deur 'n wysiging van hierdie Reël aangeteken word.

Niks wat hierin bepaal word, belet egter die meulenaar en die betrokke kwekers om, onderworpe aan bekragtiging deur die Rietvervoerappèlraad, oor een of ander alternatiewe basis wat ten opsigte van 'n bepaalde tremlyn sal geld, ooreen te kom nie.

Waar riet deur 'n meulenaar se tremlyn vervoer word, word die betrokke kwekers vir die gebruik daarvan belas op die basis van 'n tremlyntarief bereken op die volgende wyse op die basis van die totale koste en rendement op kapitaal hieronder uiteengesit:

(i) *Rendement op kapitaal*.—Die rendement op kapitaal word op 50 % (vyftig persent) van die vervangingskoste van die tremlynbates soos aan die begin van die betrokke jaar en

12.4 Existing quota holders transferring to a new mill shall be reassessed in terms of Rules 12.1, 12.2 and 12.3 in the same way as all new growers.

12.5 In the event of a new mill being established, the new miller shall neither contribute to, nor receive payment from, the Millers' Transport Compensation Fund.

12.6 Where extensions or substitutions of quota land are granted to existing growers on the same farm land, no new gain/loss assessment shall be required.

12.7 Where extensions or substitutions of quota land are granted to existing growers in respect of different farm land, the Sugar Association may determine the gain/loss assessment with regard to the cane to be delivered from the new cane land as for a new grower.

12.8 With regard to allotments of new cane land in respect of transfers of quota without land granted to existing growers, the provisions of Rule 12.6 and 12.7 shall apply *mutatis mutandis*.

13. The timing of cane deliveries to the mill

13.1 Growers shall continue to deliver their cane to the mill with the same mode of transport as was the case prior to the introduction of these Rules, unless a different arrangement is negotiated with the miller concerned. In order to regulate the delivery of cane to mills, the establishment, control and recording of delivery obligations shall be vested in Mill Group Boards. All applications for a change in the time of delivery of any grower's cane shall accordingly be made to the Mill Group Board. Mill Group Boards shall determine the timing of delivery allocations for each grower on the basis of, and corresponding in the aggregate with, the existing tonnages and delivery patterns to the mill by each mode of transport as agreed with the miller. The miller or the grower shall have the right of appeal to the Sugar Industry Central Board, should he not agree with any decisions of the Mill Group Board in this regard. Should any grower consistently fail to comply with the time of such delivery arrangements, the miller shall be entitled to refuse to accept delivery until the grower complies.

14. Tramline charges

14.1 Each miller's tramline shall be the subject of an investigation by the Cane Transport Appeal Board, which shall report thereon to the Minister with such recommendations as may be deemed appropriate. Once a decision has been taken as to whether the tramline is to close or is to continue in operation and the compensation calculations have been finalised on the basis of such decision, then, in respect of any tramline continuing in operation, the growers concerned shall be charged for the use thereof and shall have their compensation calculated on the basis of a tramline rate, calculated in the manner set out below or on such other basis as may have been determined following the examination referred to above, which shall thereupon be recorded by an amendment to this Rule.

Nothing provided herein shall, however, preclude the miller and the growers concerned from agreeing to some alternative basis to be applied in respect of a particular tramline, subject to ratification by the Cane Transport Appeal Board.

Where cane is transported by a miller's tramline, the growers concerned shall be charged for the use thereof on the basis of a tramline rate calculated in the following manner, on the basis of the aggregate of the costs and returns on capital detailed hereunder:

(i) *Return on capital*.—The return on capital shall be based on 50 % (fifty per cent) of the replacement cost of the tramline assets as at the commencement of the year con-

op die totale bedrag van alle verwante voorrade en debiteure gebaseer. Die vervangingskoste word deur 'n erkende firma van waardeerders bepaal. Die rendement op kapitaal word teen dieselfde tarief bereken as dié wat vir die berekening van meulrendement op kapitaal vir die doeleindes van Bylae B toegelaat word.

(ii) *Waardevermindering*.—Waardevermindering word op die basis van vervangingskoste bereken deur die volgende leeftye vir bates te gebruik:

Spoorbaan.....	80 jaar.
Lokomotiewe.....	40 jaar.
Trokke.....	30 jaar.
Geboue.....	40 jaar.
Hulptoerusting.....	30 jaar.

(iii) *Oorhoofse koste*.—Slegs direkte oorhoofse koste word teen tremlynkoste in berekening gebring; alle indirekte oorhoofse koste word op die normale wyse as meul-koste geëis.

(iv) *Strukturering van tariewe*.—Die tremlynkoste word verdeel in 'n gedeelte wat as 'n eenvormige tarief per ton riet vervoer, ongeag die afstand, gehef word, en 'n gedeelte wat op 'n ton/kilometer-basis gehef word; die volgende tabel dui aan welke koste in elk van die twee kategorieë val:

Koste op die basis van 'n eenvormige tarief per ton verhaal:

- (a) Lokomotiewe en trokke:
 - Waardevermindering;
 - rendement op kapitaal;
 - herstelwerk en onderhoud (insluitende lone en oortyd).
- (b) Geboue en hulptoerusting:
 - Waardevermindering;
 - rendement op kapitaal;
 - herstelwerk en onderhoud (insluitende lone en oortyd),
- (c) Salarisse en 50 % van bedryfslone;
- (d) 50 % van rantsoene;
- (e) behuising;
- (f) algemene oorhoofse koste en administrasie;
- (g) rendement op kapitaal op voorrade en debiteure;
- (h) lisensies en versekering; en
- (i) gedeelte van dreineringskoste te Umfolozi aangegaan.

Koste per ton/kilometer verhaal:

- (j) Spoorbaan en brûe:
 - Waardevermindering;
 - rendement op kapitaal;
 - herstelwerk en onderhoud (insluitende lone en oortyd).
- (k) Bedryf:
 - 50 % van bedryfslone;
 - 50 % van rantsoene;
 - brandstof;
 - smeermiddels.

(v) *Berekening van tremlyntariewe*.—Die eenvormige tarief per ton en tarief per ton/kilometer word deur die meulenaar (Umfolozi Co-operative) bereken op die basis van bewegende gemiddelde koste en opbrengste vir die jongste vyf agtereenvolgende jare, aangepas met die toepaslike veranderinge in die vervoerindeks in Reël 20 bedoel; hierdie berekenings is aan ouditering deur Umfolozi Co-operative se ouditeure onderworpe wat die koste vir die doeleindes van Bylae B van die Suikernywerheidsooreenkoms aan die Suikervereniging verstrek.

cerned and on the total amount of all related stocks and debtors. The replacement cost shall be assessed by a recognised firm of valuers. The return on capital shall be calculated at the same rate as is allowed in the calculation of milling return on capital for the purposes of Schedule B.

(ii) *Depreciation*.—Depreciation shall be calculated on the basis of replacement costs using the following asset life years:

Track.....	80 years.
Locomotives.....	40 years.
Trucks.....	30 years.
Buildings.....	40 years.
Auxiliary plant.....	30 years.

(iii) *Overheads*.—Only direct overheads shall be charged to tramline costs; all indirect overheads shall be claimed as Milling Costs in the normal manner.

(iv) *Structuring of rates*.—The tramline charges shall be divided into a portion to be charged on a flat rate per ton of cane hauled, irrespective of distance, and a portion to be charged per ton/kilometre; the following table indicates which costs fall into each of the two categories:

Costs to be recovered on a flat rate per ton basis:

- (a) Locomotives and trucks:
 - Depreciation;
 - return on capital;
 - repairs and maintenance (including wages and overtime),
- (b) Buildings and auxiliary plant:
 - Depreciation;
 - return on capital;
 - repairs and maintenance (including wages and overtime),
- (c) salaries and 50 % of operating wages;
- (d) 50 % of rations;
- (e) housing;
- (f) general overheads and administration;
- (g) return on capital on stocks and debtors;
- (h) licences and insurance; and
- (i) portion of drainage costs incurred at Umfolozi.

Costs to be recovered per ton/kilometre:

- (j) Track, bed and bridges:
 - Depreciation;
 - return on capital;
 - repairs and maintenance (including wages and overtime).
- (k) Operating costs:
 - 50 % of operating wages;
 - 50 % of rations;
 - fuel;
 - lubricants.

(v) *Calculation of tramline rates*.—The flat rate per ton and rate per ton/kilometre shall be calculated by the Miller (Umfolozi Co-operative) on the basis of moving average costs and returns for the five most recent consecutive years, adjusted by the appropriate changes in the transport index referred to in Rule 20; these calculations shall be subject to audit by the Umfolozi Co-operative's auditors, who will report costs to the Sugar Association for the purposes of Schedule B to the Sugar Industry Agreement.

(vi) *Vorderings van kwekers.*—Alle kwekers wat van tremlynvervoer gebruik maak, word belas volgens die tarieweskaal soos ingevolge Reël 14.1 (v) bereken, vir welke doel voorlopige tariewe by die aanvang van elke jaar aanvanklik bepaal word en wat deur die finale tremlyntariewe ingevolge Reël 14.1 (v) vervang word.

15. Verdeling van vergoeding waar 'n verhuring betrokke is

15.1 Waar verhuring van suikerrietplase en suikrosekwotas by die Sentrale Raad van die Suikervereniging aangegeven is of waar bestuursooreenkomste aangegaan is en die bestuurder vir rietvervoer verantwoordelik is en hierdie ooreenkomste aangegeven is by die Sentrale Raad van die Suikervereniging en die houer van die kwota as 'n verloorder geklassifiseer word, bepaal die Suikervereniging die verdeling van die vergoeding tussen die verhuurder en huurder volgens die oorblywende tydperk van die verhuring in jare.

15.2 Waar die huurder 'n verhuringshernuwingsopsie het waarvan die voorwaardes nie aan heronderhandeling by uitoefening van die opsie onderworpe is nie en die dokumentêre bewyse van beide verhuurder en huurder die voorneme om die verhuring te hernieu bevestig, word die verdeling van vergoeding gebaseer op die oorblywende tydperk van die huidige verhuring plus die gestipuleerde aangewese tydperk van die hernuwing soos vanaf 1 Mei 1984 bereken.

15.3 Ondanks die bepalings van Reël 15.1 kwalifiseer die huurder waar die verhuring bepaal dat die huurder die kwota by beëindiging van die verhuring kan behou, vir die volle vergoedingsbedrag ten opsigte daarvan en die verhuurder van die grond kwalifiseer nie vir enige vergoeding nie. Waar die huurder by beëindiging van 'n verhuring die grond ten opsigte van die kwota deur ander grond vervang, of sodanige kwota sonder grond na 'n ander kweker oordra, word die kwota as 'n nuwe kwekerkwota ingevolge Reël 12.1 behandel. Die verhuurder van die grond sonder kwota gelaat, kwalifiseer nie vir enige vergoeding nie.

15.4 Waar die voorwaardes van enige verhuring voorsiening maak vir 'n hernuwing, waarvan die voorwaardes aan heronderhandeling onderworpe is, word die verhuring geag te eindig op die datum in die verhuring vermeld vir sover dit die verdeling van vergoeding tussen die huurder en die verhuurder betref.

15.5 Waar verhuurde grond en kwota gedurende die tydperk van die verhuring met 'n ander kwota gekonsolideer is, bepaal die toekenning van normale produksie die totale vergoedingsbedrag ten opsigte van die verhuurde grond en kwota. Daarna word die verdeling van die vergoeding ten opsigte van die verhuurde grond en die kwota ingevolge hierdie Reël bepaal.

15.6 Die huurder en verhuurder kan deur wedersydse ooreenkoms die verdeling van vergoeding wysig, in welke geval die betrokke partye die Suikervereniging voor 1 Mei 1984 skriftelik van sodanige wysiging in kennis moet stel.

15.7 Alle dispuutgevalle betreffende die verdeling van vergoeding, en enige omstandigheid betreffende 'n verhuring nie deur hierdie Reël gedek nie, word na die Rietvervoerappèlraad verwys in afwagting van welke beslissing betaling van vergoeding opgeskort word.

15.8 Vir die doeleindes van hierdie Reël sluit "huurder" in "bestuurder" soos in Reël 15.1 omskryf.

16. Padinstandhouding

Waar op die datum van die instelling van hierdie Reëls 'n meulenaar of sy agent verantwoordelik was vir die instandhouding van 'n pad waarlangs 'n kweker se riet tussen sy

(vi) *Grower's charges.*—All growers using tramline transport shall be charged according to the scale of rates as calculated under Rule 14.1 (v), for which purpose provisional rates shall initially be determined at the commencement of each year, to be replaced by the final tramline rates in terms of Rule 14.1 (v).

15. Sharing of compensation where a lease is involved

15.1 Where leases of sugar cane farms and sucrose quotas are recorded with the Sugar Industry Central Board, or where management agreements have been entered into and the manager is responsible for cane transport and these agreements have been recorded with the Sugar Industry Central Board, and the holder of the quota is classified as a loser, the Sugar Association shall determine the sharing of compensation between lessor and lessee according to the remaining period of the lease in years.

15.2 Where the lessee has a lease renewal option, the terms of which are not subject to renegotiation on exercise of the option, and documentary evidence from both lessor and lessee confirm the intention to renew the lease, the division of compensation shall be based on the remaining period of the current lease plus the stipulated period of the renewal as measured from 1 May 1984.

15.3 Notwithstanding the provisions of Rule 15.1, where the lease provides for the lessee to retain the quota on termination of the lease, the lessee shall qualify for the full amount of compensation in respect thereof, and the lessor of the land shall not qualify for any compensation. Where on termination of a lease the lessee substitutes other land in respect of the quota, or transfers such quota without land to another grower, the quota shall be treated as a new grower's quota in terms of Rule 12.1. The lessor of the land left without quota shall not qualify for any compensation.

15.4 Where the terms of any lease provide for a renewal, the terms of which are subject to renegotiation, the lease shall be regarded as terminating on the date stipulated in the lease, in so far as the division of compensation between lessee and lessor is concerned.

15.5 Where leased land and quota were consolidated with another quota during the period of the lease, the allocation of normal production shall determine the total amount of compensation due in respect of the leased land and quota. Thereafter the division of the compensation in respect of the leased land and quota shall be determined in terms of this Rule.

15.6 The lessee and lessor may by mutual agreement vary the division of compensation, in which case the parties concerned shall notify the Sugar Association in writing of such change before 1 May 1984.

15.7 All cases of dispute regarding the division of compensation, and any situation regarding a lease which is not covered by this Rule, shall be referred to the Cane Transport Appeal Board for decision, pending which, payment of compensation shall be suspended.

15.8 For the purposes of this Rule "lessee" shall include "manager" as defined in Rule 15.1.

16. Road maintenance

Where at the date of introduction of these Rules a miller or his agent was responsible for maintaining a road over which the cane of a grower was transported between his

plaas of laaisone en 'n meul vervoer word, gaan sodanige meulenaar in soverre hy wetlik geregtig is of gemagtig is om aldus te doen, voort om sodanige pad vir sodanige kweker beskikbaar te stel volgens dieselfde bepalings en voorwaardes soos voorheen van toepassing en gaan hy voort om daardie gedeelte van sodanige pad waarlangs voortgegaan word om die kweker se riet na die meul te vervoer volgens dieselfde standaard in stand te hou: Met dien verstande dat—

(i) waar 'n nasionale, provinsiale of plaaslike owerheid die instandhouding van sodanige pad onderneem, die meulenaar se verantwoordelikheid ophou;

(ii) behalwe waar 'n ooreenkoms tussen 'n meulenaar en 'n kweker om padinstandhoudingskoste te deel, bestaan het op die datum waarop hierdie Reëls ingestel is, die meulenaar nie betaling van sodanige kweker of sy agent vir die gebruik van die pad vorder nie; die meulenaar sluit die netto koste van die instandhouding van die pad as 'n meulkoste vir die doeleindes van Bylae B in.

17. Afwendings

17.1 Alle bykomende koste verbonde aan rietafwendings tussen meule vir die meul se eie gerief, word deur die meulenaar betaal. Waar die kweker nie verplig is om die meulenaar se vervoer ingevolge Reël 10 te gebruik nie, onderhandel die meulenaar oor die bykomende vorderings met die betrokke kweker, of as die kweker 'n kontrakteur in diens neem, het die meulenaar die reg om regstreeks met die kontrakteur oor die bykomende vorderings te onderhandel. Sodanige bykomende koste as wat deur die meulenaar aangegaan word, word vir die doeleindes van Bylae B by die meulkoste ingesluit. Waar die afwending tot gevolg het dat 'n laer koste aangegaan word, of die afwending geskied om die kweker se omstandighede te pas, is die kweker vir die vervoerkoste na die persmeul verantwoordelik.

18. Meulontvangsfasiliteite

18.1 Waar 'n meulenaar riet oorlaai of van een wyse van aflewering na 'n ander oorskakel ten einde die meulontvangsfasiliteite te pas, word die betrokke koste tesame met die vervoerkoste vanaf die oorlaaipunt na die meul deur die meulenaar betaal en vir doeleindes van Bylae B as 'n meulkoste ingesluit.

Die gevalle waar dit sal geld, word deur die Suikervereniging goedgekeur en aangeteken.

18.2 Waar 'n meulenaar die vervoer van 'n kweker se riet deur middel van 'n lokomotief vanaf die spoorwegeindpunt na die meul onderneem, word die betrokke koste deur die meulenaar betaal en vir doeleindes van Bylae B as 'n meulkoste ingesluit.

19. Regsopvolgers

19.1 Behoudens die vergoedingsbetaling aan meulenaars en kwekers ingevolge Reël 3.1.1, sluit enige verwysing na 'n meulenaar in hierdie Reëls sy regsopvolgers in, en sluit enige verwysing na 'n kweker sy regsopvolgers van sy kwota ten opsigte van dieselfde grond in.

20. Vervoerindeks

20.1 Die vervoerindeks in hierdie Reëls bedoel, is die gewegde indeks van voertuie en lopende koste vir die 12 maande eindigende op 31 Desember gedurende die betrokke jaar in die Verbruikersprysgroepindekse deur die Sentrale Statistiekdiens opgestel, of sodanige ander indekse as wat die Suikervereniging van tyd tot tyd mag goedkeur en soos toegepas mag word op die wyse deur die Suikervereniging bepaal.

farm or loading zone and a mill, such miller shall, to the extent that he may legally be entitled or have the power so to do, continue to make such road available to such grower on the same terms and conditions as previously applied and shall continue to maintain at the same standard that part of such road over which the cane of the grower continues to be transported to the mill: Provided that—

(i) where national, provincial or local government undertakes the maintenance of such roads, the responsibility of the miller shall cease;

(ii) save where an agreement between a miller and a grower to share road maintenance costs existed at the date of introduction of these Rules, the miller shall not charge such grower or his agent for the use of the road but shall include the net cost of the maintenance of the road as a Milling Cost for purposes of Schedule B.

17. Diversions

17.1 All additional costs connected with diversions of cane between mills to suit the mill's own convenience, shall be paid for by the miller. Where the grower is not obliged to use the miller's transport in terms of Rule 10, the miller shall negotiate the additional charges with the grower concerned or, if the grower employs a contractor, the miller shall have the right to negotiate the additional charges directly with such contractor. Such additional costs as are incurred by the miller shall be included in Milling Costs for purposes of Schedule B. Where the diversion results in a lower cost being incurred, or the diversion is to suit the grower's circumstances, the grower shall be responsible for the transport costs to the crush mill.

18. Mill receiving facilities

18.1 Where a miller transships or moves cane from one mode of delivery to another in order to suit the mill receiving facilities, the costs involved, together with transport costs from the transshipment point to the mill, shall be paid for by the miller and be included as a Milling Cost for the purposes of Schedule B.

The instances where this is to apply, shall be approved and recorded by the Sugar Association.

18.2 Where a miller undertakes the haulage of a grower's cane by locomotive from the railhead to the mill, the costs involved shall be paid for by the miller and be included as a Milling Cost for the purposes of Schedule B.

19. Successors in title

19.1 Save and except for the compensation payment to millers and growers in terms of Rule 3.1.1, any reference in these Rules to a miller shall include his successors in title, and any reference to a grower shall include his successors in title to his quota in respect of the same land.

20. Transport index

20.1 The transport index referred to in these Rules shall be the weighted index of vehicles and running costs for the 12 months ending on 31 December during the year concerned in the Consumer Price Group Indexes produced by the Central Statistical Services, or such other indexes as may be approved by the Sugar Association from time to time and applied in the manner determined by the Sugar Association.

DEPARTEMENT VAN LANDBOU- EKONOMIE EN -BEMARKING

No. R. 676

8 April 1988

BEMARKINGSWET, 1968 (WET 59 VAN 1968)

SITRUSSKEMA.—VERKOOP VAN POMELO'S

Ek, Jacob Johannes Greyling Wentzel, Minister an Landbou, maak hierby ingevolge artikel 79 van die Bemarkingswet, 1968 (Wet 59 van 1968), bekend dat—

(a) die Sitrusraad bedoel in artikel 6 van die sitrusskema gepubliseer by Proklamasie R. 2 van 1979, soos gewysig, kragtens artikel 33 van genoemde Skema die verbod in die Bylae uiteengesit, opgelê het; en

(b) genoemde verbod deur my goedgekeur is en op 11 April 1988 in werking tree.

J. J. G. WENTZEL,
Minister van Landbou.

BYLAE

Woordomskrywing

1. In hierdie bylae het enige woord of uitdrukking waaraan 'n betekenis in die Skema geheg is, daardie betekenis en beteken "die Skema" die sitrusskema gepubliseer by Proklamasie R. 2 van 1979, soos gewysig.

Verbod op die verkoop van pomelo's

2. (1) Geen produsent van sitrusvrugte mag enige pomelo's verkoop nie, behalwe deur bemiddeling van die Raad.

(2) Die verbod in subklousule (1) bedoel, is nie van toepassing nie op die verkoop van pomelo's ten opsigte waarvan 'n vrystelling wat kragtens artikel 33 (2) van die Skema deur die Raad verleen is.

No. R. 677

8 April 1988

BEMARKINGSWET, 1968 (WET 59 VAN 1968)

SOMERGRAANSKEMA.—HEFFING EN SPESIALE HEFFING OP BOKWIET—WYSIGING

Ek, Jacob Johannes Greyling Wentzel, Minister van Landbou, maak hierby ingevolge artikel 79 van die Bemarkingswet, 1968 (Wet 59 van 1968), bekend dat—

(a) die Mielieraad bedoel in artikel 6 van die Somergraanskema gepubliseer by Proklamasie R. 45 van 1979, soos gewysig, kragtens artikels 23 en 24 van genoemde Skema die Bylae by Goewermentskennisgewing R. 851 van 16 April 1987 gewysig het in die mate in die Bylae uiteengesit; en

(b) genoemde wysiging deur my goedgekeur is en op die datum van publikasie hiervan in werking tree.

J. J. G. WENTZEL,
Minister van Landbou.

BYLAE

Die Bylae by Goewermentskennisgewing R. 851 van 16 April 1987 word hierby gewysig deur klousule 3 deur die volgende klousule te vervang:

"Bedrag van heffing en spesiale heffing

3. Die bedrag van die heffing en spesiale heffing in klousule 2 bedoel, is onderskeidelik R12,48 en R1,00 per ton bokwiet."

DEPARTMENT OF AGRICULTURAL ECONOMICS AND MARKETING

No. R. 676

8 April 1988

MARKETING ACT, 1968 (ACT 59 OF 1968)

CITRUS SCHEME.—SALE OF GRAPEFRUIT

I, Jacob Johannes Greyling Wentzel, Minister of Agriculture, hereby make known in terms of section 79 of the Marketing Act, 1968 (Act 59 of 1968), that—

(a) the Citrus Board referred to in section 6 of the Citrus Scheme published by Proclamation R. 2 of 1979, as amended, has under section 33 of the said Scheme imposed the prohibition set out in the Schedule; and

(b) the said prohibition has been approved by me and shall come into operation on 11 April 1988.

J. J. G. WENTZEL,
Minister of Agriculture.

SCHEDULE

Definitions

1. Any word or expression in this Schedule to which a meaning has been assigned in the Scheme shall have that meaning and "the Scheme" means the Citrus Scheme published by Proclamation R. 2 of 1979, as amended.

Prohibition on the sale of grapefruit

2. (1) No producer of citrus fruit shall sell any grapefruit, except through the Board.

(2) The prohibition referred to in subclause (1) shall not apply to the sale of grapefruit in respect of which an exemption has been granted by the Board under section 33 (2) of the Scheme.

No. R. 677

8 April 1988

MARKETING ACT, 1968 (ACT 59 OF 1968)

SUMMER GRAIN SCHEME.—LEVY AND SPECIAL LEVY ON BUCKWHEAT—AMENDMENT

I, Jacob Johannes Greyling Wentzel, Minister of Agriculture, hereby make known in terms of section 79 of the Marketing Act, 1968 (Act 59 of 1968), that—

(a) the Maize Board referred to in section 6 of the Summer Grain Scheme published by Proclamation R. 45 of 1979, as amended, has under section 23 and 24 of the said Scheme amended the Schedule to Government Notice R. 851 of 16 April 1987 to the extent set out in the Schedule; and

(b) the said amendment has been approved by me and shall come into operation on the date of publication hereof.

J. J. G. WENTZEL,
Minister of Agriculture.

SCHEDULE

The Schedule to Government Notice R. 851 of 16 April 1987 is hereby amended by the substitution for clause 3 of the following clause:

"Amount of levy and special levy

3. The amount of the levy and special levy referred to in clause 2 shall respectively be R12,48 and R1,00 per ton of buckwheat."

No. R. 678

8 April 1988

WET OP DIE UITVOER VAN LANDBOUPRODUKTE,
1971 (WET 51 VAN 1971)

REGULASIES MET BETREKKING TOT DIE GRADE-
RING, VERPAKKING EN MERK VAN APPELS BE-
STEM VIR UITVOER UIT DIE REPUBLIEK VAN SUID-
AFRIKA.—WYSIGING

Die Minister van Landbou het kragtens artikel 4 van die Wet op die Uitvoer van Landbouprodukte, 1971 (Wet 51 van 1971), die regulasies in die Bylae uitgevaardig.

BYLAE

Woordomskrywing

1. In hierdie Bylae beteken “die Regulasies” die regulasies gepubliseer by Goewermentskennisgewing R. 100 van 28 Januarie 1983, soos gewysig deur die regulasies gepubliseer by Goewermentskennisgewings R. 1005 van 13 Mei 1983, R. 532 van 16 Maart 1984, R. 639 van 29 Maart 1985 en R. 888 van 24 April 1987.

Wysiging van regulasie 5 van die Regulasies

2. Regulasie 5 van die Regulasies word hierby gewysig deur paragraaf (a) van subregulasie (4) deur die volgende paragraaf te vervang:

“(a) in die geval van ’n ondersoek, sodanige besending, tellinggroep of telling vir uitvoer goedkeur deur of ’n merk van goedkeuring op elke houer of op elke etiket daaraan geheg, aan te bring, of te laat aanbring, of ’n sertifikaat wat sodanige goedkeuring aantoon, uit te reik; en”.

Wysiging van regulasie 10 van die Regulasies

3. Regulasie 10 van die Regulasies word hierby gewysig—

(a) deur paragrafe (a) en (b) van die tabel in subregulasie (2) onderskeidelik deur die volgende paragrafe te vervang:

No. R. 678

8 April 1988

AGRICULTURAL PRODUCE EXPORT ACT, 1971
(ACT 51 OF 1971)

REGULATIONS RELATING TO THE GRADING,
PACKING AND MARKING OF APPLES INTENDED
FOR EXPORT FROM THE REPUBLIC OF SOUTH
AFRICA.—AMENDMENT

The Minister of Agriculture has under section 4 of the Agricultural Produce Export Act, 1971 (Act 51 of 1971), made the regulations in the Schedule.

SCHEDULE

Definition

1. In this Schedule “the Regulations” means the regulations published by Government Notice R. 100 of 28 January 1983, as amended by the regulations published by Government Notices R. 1005 of 13 May 1983, R. 532 of 16 March 1984, R. 639 of 29 March 1985 and R. 888 of 24 April 1987.

Amendment of regulation 5 of the Regulations

2. Regulation 5 of the Regulations is hereby amended by the substitution for paragraph (a) of the subregulation (4) of the following paragraph:

“(a) in the case of an inspection, approve for export such consignment, count group or count, either by marking or causing to be marked on each container or label affixed thereto with a mark of approval or by issuing a certificate which indicates such approval; and”.

Amendment of regulation 10 of the Regulations

3. Regulation 10 of the Regulations is hereby amended—

(a) by the substitution for paragraphs (a) and (b) of the table in subregulation (2) of the following paragraphs respectively:

Gehaltefaktor	Bestemmings A en C		Bestemming B
	Oppervlakvervoer	Lugvervoer	
“(a) Cultivars.....	(i) <i>Tydens amptelike uitvoerseisoen:</i> Dunn's Seedling, Gala, Golden Delicious, Granny Smith, Jonathan, Starking, Starkrimson, Topred en York Imperial: Met dien verstande dat na afsluiting van die amptelike uitvoerseisoen die volgende cultivars gedurende die hieronder genoemde tydperke uitgevoer mag word (ii) <i>Tot einde Junie:</i> Jonathan (iii) <i>Tot einde Julie:</i> Dunn's Seedling, Gala, Golden Delicious, Starking, Starkrimson en Topred: Met dien verstande dat indien hierdie cultivars nie onder beheerde atmosferiese toestande opgeberg is nie, die raklewetoets geslaag word nie meer as 30 dae voor datum van uitvoer nie (iv) <i>Tot einde Augustus:</i> Granny Smith en York Imperial (v) <i>Tot einde Oktober:</i> Granny Smith en York Imperial: Met dien verstande dat indien hierdie cultivars nie onder beheerde atmosferiese toestande opgeberg is nie, die raklewetoets geslaag word nie meer as 30 dae voor datum van uitvoer nie (vi) <i>Verlengde Periode:</i> Dunn's Seedling, Gala, Golden Delicious, Granny Smith, Jonathan, Starking, Starkrimson, Topred en York Imperial: Met dien verstande dat hierdie cultivars vir een maand later as die aangeduide tydperk uitgevoer mag word en met dien verstande verder dat indien hierdie cultivars nie onder beheerde atmosferiese toestande opgeberg is nie, die raklewetoets geslaag word nie meer as 30 dae voor datum van uitvoer nie	(i) <i>Tydens amptelike uitvoerseisoen:</i> Canvada, Commerce, Cox's Orange Pippin, Delicious, Dunn's Seedling, Gala, Golden Delicious, Granny Smith, Jonathan, Rokewood, Rome Beauty, Starking, Starkrimson, Topred, White Winter Pearmain, Winesap, Winter Banana en York Imperial: Met dien verstande dat na afsluiting van die amptelike uitvoerseisoen die volgende cultivars gedurende die hieronder genoemde tydperke uitgevoer mag word (ii) <i>Tot einde Februarie:</i> Canvada en Winter Banana (iii) <i>Tot einde April:</i> Cox's Orange Pippin (iv) <i>Tot einde Junie:</i> Jonathan en Rome Beauty (v) <i>Tot einde Julie:</i> Delicious, Dunn's Seedling, Gala, Golden Delicious, Starking, Starkrimson, Topred en White Winter Pearmain: Met dien verstande dat indien hierdie cultivars nie onder beheerde atmosferiese toestande opgeberg is nie, die raklewetoets geslaag word nie meer as 30 dae voor datum van uitvoer nie (vi) <i>Tot einde Augustus:</i> Commerce, Granny Smith, Rokewood, Winesap en York Imperial (vii) <i>Tot einde Oktober:</i> Commerce, Granny Smith, Rokewood, Winesap en York Imperial: Met dien verstande dat indien hierdie cultivars nie onder beheerde atmosferiese toestande opgeberg is nie, die raklewetoets geslaag word nie meer as 30 dae voor datum van uitvoer nie (viii) <i>Verlengde periode:</i> Canvada, Commerce, Cox's Orange Pippin, Delicious, Dunn's Seedling, Gala, Golden Delicious, Granny Smith, Jonathan, Rokewood, Rome Beauty, Starking, Starkrimson, Topred, White Winter Pearmain, Winesap, Winter Banana en York Imperial: Met dien verstande dat hierdie cultivars vir een maand later as die aangeduide tydperk uitgevoer mag word en met dien verstande verder dat indien hierdie cultivars nie onder beheerde atmosferiese toestande opgeberg is nie, die raklewetoets geslaag word nie meer as 30 dae voor datum van uitvoer nie	(i) <i>Tydens amptelike uitvoerseisoen:</i> Canvada, Commerce, Cox's Orange Pippin, Delicious, Dunn's Seedling, Gala, Golden Delicious, Granny Smith, Jonathan, Rokewood, Rome Beauty, Starking, Starkrimson, Topred, White Winter Pearmain, Winesap, Winter Banana en York Imperial: Met dien verstande dat na afsluiting van die amptelike uitvoerseisoen die volgende cultivars gedurende die hieronder genoemde tydperke uitgevoer mag word (ii) <i>Tot einde Februarie:</i> Canvada en Winter Banana (iii) <i>Tot einde April:</i> Cox's Orange Pippin (iv) <i>Tot einde Junie:</i> Jonathan en Rome Beauty (v) <i>Tot einde Julie:</i> Delicious, Dunn's Seedling, Gala, Golden Delicious, Starking, Starkrimson, Topred en White Winter Pearmain: Met dien verstande dat indien hierdie cultivars nie onder beheerde atmosferiese toestande opgeberg is nie, die raklewetoets geslaag word nie meer as 30 dae voor datum van uitvoer nie (vi) <i>Tot einde Augustus:</i> Commerce, Granny Smith, Rokewood, Winesap en York Imperial (vii) <i>Tot einde Oktober:</i> Commerce, Granny Smith, Rokewood, Winesap en York Imperial: Met dien verstande dat indien hierdie cultivars nie onder beheerde atmosferiese toestande opgeberg is nie, die raklewetoets geslaag word nie meer as 30 dae voor datum van uitvoer nie (viii) <i>Verlengde periode:</i> Canvada, Commerce, Cox's Orange Pippin, Delicious, Dunn's Seedling, Gala, Golden Delicious, Granny Smith, Jonathan, Rokewood, Rome Beauty, Starking, Starkrimson, Topred, White Winter Pearmain, Winesap, Winter Banana en York Imperial: Met dien verstande dat hierdie cultivars vir een maand later as die aangeduide tydperk uitgevoer mag word en met dien verstande verder dat indien hierdie cultivars nie onder beheerde atmosferiese toestande opgeberg is nie, die raklewetoets geslaag word nie meer as 30 dae voor datum van uitvoer nie

Quality factor	Destinations A and C		Destination B
	Surface transport	Air transport	
"(a) Cultivars....."	(i) <i>During official export season:</i> Dunn's Seedling, Gala, Golden Delicious, Granny Smith, Jonathan, Starking, Starkrimson, Topred and York Imperial: Provided that after the closing of the official export season the following cultivars may be exported during the periods mentioned hereunder (ii) <i>Up to the end of June:</i> Jonathan (iii) <i>Up to the end of July:</i> Dunn's Seedling, Gala, Golden Delicious, Starking, Starkrimson and Topred: Provided that if these cultivars are not stored under controlled atmospherical conditions, the shelf life test is passed within 30 days prior to the date of export (iv) <i>Up to the end of August:</i> Granny Smith and York Imperial (v) <i>Up to the end of October:</i> Granny Smith and York Imperial: Provided that if these cultivars are not stored under controlled atmospherical conditions, the shelf life test is passed within 30 days prior to the date of export (vi) <i>Extended period:</i> Dunn's Seedling, Gala, Golden Delicious, Granny Smith, Jonathan, Starking, Starkrimson, Topred and York Imperial: Provided that these cultivars may be exported for one month later than the indicated period and provided further that if these cultivars are not stored under controlled atmospherical conditions, the shelf life test is passed within 30 days prior to the date of export	(i) <i>During official export season:</i> Canvada, Commerce, Cox's Orange Pippin, Delicious, Dunn's Seedling, Gala, Golden Delicious, Granny Smith, Jonathan, Rokewood, Rome Beauty, Starking, Starkrimson, Topred, White Winter Pearmain, Winesap, Winter Banana and York Imperial: Provided that after the closing of the official export season the following cultivars may be exported during the periods mentioned hereunder (ii) <i>Up to the end of February:</i> Canvada and Winter Banana (iii) <i>Up to the end of April:</i> Cox's Orange Pippin (iv) <i>Up to the end of June:</i> Jonathan and Rome Beauty (v) <i>Up to the end of July:</i> Delicious, Dunn's Seedling, Gala, Golden Delicious, Starking, Starkrimson, Topred and White Winter Pearmain: Provided that if these cultivars are not stored under controlled atmospherical conditions, the shelf life test is passed within 30 days prior to the date of export (vi) <i>Up to the end of August:</i> Commerce, Granny Smith, Rokewood, Winesap and York Imperial (vii) <i>Up to the end of October:</i> Commerce, Granny Smith, Rokewood, Winesap and York Imperial: Provided that if these cultivars are not stored under controlled atmospherical conditions, the shelf life test is passed within 30 days prior to the date of export (viii) <i>Extended Period:</i> Canvada, Commerce, Cox's Orange Pippin, Delicious, Dunn's Seedling, Gala, Golden Delicious, Granny Smith, Jonathan, Rokewood, Rome Beauty, Starking, Starkrimson, Topred, White Winter Pearmain, Winesap, Winter Banana and York Imperial: Provided that these cultivars may be exported for one month later than the indicated period and provided further that if these cultivars are not stored under controlled atmospherical conditions, the shelf life test is passed within 30 days prior to the date of export	(i) <i>During official export season:</i> Canvada, Commerce, Cox's Orange Pippin, Delicious, Dunn's Seedling, Gala, Golden Delicious, Granny Smith, Jonathan, Rokewood, Rome Beauty, Starking, Starkrimson, Topred, White Winter Pearmain, Winesap, Winter Banana and York Imperial: Provided that after the closing of the official export season the following cultivars may be exported during the periods mentioned hereunder (ii) <i>Up to the end of February:</i> Canvada and Winter Banana (iii) <i>Up to the end of April:</i> Cox's Orange Pippin (iv) <i>Up to the end of June:</i> Jonathan and Rome Beauty (v) <i>Up to the end of July:</i> Delicious, Dunn's Seedling, Gala, Golden Delicious, Starking, Starkrimson, Topred and White Winter Pearmain: Provided that if these cultivars are not stored under controlled atmospherical conditions, the shelf life test is passed within 30 days prior to the date of export (vi) <i>Up to the end of August:</i> Commerce, Granny Smith, Rokewood, Winesap and York Imperial (vii) <i>Up to the end of October:</i> Commerce, Granny Smith, Rokewood, Winesap and York Imperial: Provided that if these cultivars are not stored under controlled atmospherical conditions, the shelf life test is passed within 30 days prior to the date of export (viii) <i>Extended Period:</i> Canvada, Commerce, Cox's Orange Pippin, Delicious, Dunn's Seedling, Gala, Golden Delicious, Granny Smith, Jonathan, Rokewood, Rome Beauty, Starking, Starkrimson, Topred, White Winter Pearmain, Winesap, Winter Banana and York Imperial: Provided that these cultivars may be exported for one month later than the indicated period and provided further that if these cultivars are not stored under controlled atmospherical conditions, the shelf life test is passed within 30 days prior to the date of export

Gehaltesfaktor	Bestemmings A en C				Bestemming B	
	Oppervlakvervoer		Lugvervoer			
(b) Telling:	Minimum	Maksimum	Minimum	Maksimum	Minimum	Maksimum
(i) Gedurende die amptelike uitvoerseisoen:						
Canvada	*	*	100	165	70	234
Commerce	*	*	100	165	70	234
Cox's Orange Pippin	*	*	100	165	70	234
Delicious	*	*	80	165	70	234
Dunn's Seedling.....	80	165	80	165	70	234
Gala	80	180	80	180	70	234
Golden Delicious.....	70	165	70	165	70	234
Granny Smith.....	70	165	70	165	70	234
Jonathan	100	165	100	165	70	234
Rokewood.....	*	*	100	165	70	234
Rome Beauty	*	*	80	165	70	234
Starking	70	165	70	165	70	234
Starkrimson	70	165	70	165	70	234
Topred	70	165	70	165	70	234
White Winter Pearmain	*	*	80	165	70	234
Winesap	*	*	100	165	70	234
Winter Banana.....	*	*	100	165	70	234
York Imperial.....	80	234	80	234	70	234
(ii) Na die amptelike uitvoerseisoen:						
Canvada	*	*	100	234	70	234
Commerce	100	234	100	234	70	234
Cox's Orange Pippin	*	*	100	234	70	234
Delicious	*	*	80	234	70	234
Dunn's Seedling.....	80	234	80	234	70	234
Gala	80	234	80	234	70	234
Golden Delicious.....	70	234	70	234	70	234
Granny Smith.....	70	234	70	234	70	234
Jonathan	100	234	100	234	70	234
Rokewood.....	100	234	100	234	70	234
Rome Beauty	*	*	80	234	70	234
Starking	70	234	70	234	70	234
Starkrimson	70	234	70	234	70	234
Topred	70	234	70	234	70	234
White Winter Pearmain	*	*	80	234	70	234
Winesap	100	234	100	234	70	234
Winter Banana.....	*	*	100	234	70	234
York Imperial.....	80	234	80	234	70	234'';

Quality factor	Destinations A and C				Destination B	
	Surface transport		Air transport			
(b) Count:	Minimum	Maximum	Minimum	Maximum	Minimum	Maximum
(i) During the official export season:						
Canvada	*	*	100	165	70	234
Commerce	*	*	100	165	70	234
Cox's Orange Pippin	*	*	100	165	70	234
Delicious	*	*	80	165	70	234
Dunn's Seedling.....	80	165	80	165	70	234
Gala.....	80	180	80	180	70	234
Golden Delicious.....	70	165	70	165	70	234
Granny Smith.....	70	165	70	165	70	234
Jonathan.....	100	165	100	165	70	234
Rokewood.....	*	*	100	165	70	234
Rome Beauty	*	*	80	165	70	234
Starking	70	165	70	165	70	234
Starkrimson.....	70	165	70	165	70	234
Topred	70	165	70	165	70	234
White Winter Pearmain	*	*	80	165	70	234
Winesap	*	*	100	165	70	234
Winter Banana.....	*	*	100	165	70	234
York Imperial.....	80	234	80	234	70	234
(ii) After the official export season:						
Canvada	*	*	100	234	70	234
Commerce	100	234	100	234	70	234
Cox's Orange Pippin	*	*	100	234	70	234
Delicious	*	*	80	234	70	234
Dunn's Seedling.....	80	234	80	234	70	234
Gala.....	80	234	80	234	70	234
Golden Delicious.....	70	234	70	234	70	234
Granny Smith.....	70	234	70	234	70	234
Jonathan.....	100	234	100	234	70	234
Rokewood.....	100	234	100	234	70	234
Rome Beauty	*	*	80	234	70	234
Starking	70	234	70	234	70	234
Starkrimson.....	70	234	70	234	70	234
Topred	70	234	70	234	70	234
White Winter Pearmain	*	*	80	234	70	234
Winesap	100	234	100	234	70	234
Winter Banana.....	*	*	100	234	70	234
York Imperial.....	80	234	80	234	70	234'';

en

(b) deur paragraaf (1) van die tabel in subregulasie (3) deur die volgende paragraaf te vervang:

and

(b) by the substitution for paragraph (1) of the table in subregulation (3) of the following paragraph:

Gehaltefaktor	Bestemmings A en C		Bestemming B
	oppervlakvervoer	Lugvervoer	
“(1) Chemikalieë:	<i>Maksimum residuperk (mg/kg)</i>	Maksimum residuperk soos vir Oppervlakvervoer	Maksimum residuperk soos vir Bestemmings A en C’.
Alfametrin	0,05		
Asefaat	1,0		
Amitras	0,05		
Asinfosmetiel	0,4		
Asosiklotin	2,0		
Benomil	2,0		
Binapakril	0,3		
Bifentrin	0,05		
Bitertanol	0,05		
Bupirimaat	0,5		
Chinometionat	0,2		
Chlorpirifos	0,05		
Deltametrin	0,1		
Demeton-S-metiel	0,4		
Diasinon	0,5		
Dikofol	2,0		
Diflubensuron	1,0		
Dimetoot	1,0		
Dinokap	1,0		
Difenielamien	3,0		
DNOC	0,01		
Ditianon	2,0		
Dodien	1,0		
Endosulfan	0,5		
Esfenvaleraat	0,5		
Etakonasool	0,05		
Fenarimol	0,2		
Fenbutatinoksied	2,0		
Fention	1,0		
Fenvaleraat	0,5		
Flusilasool	0,05		
Foraat	0,05		
Formotion	0,1		
Heksakonasool	0,05		
Heksitiasoks	0,05		
Kaptab ook bekend as Kaptan	3,0		
Karbaril	0,05		
Karbendasim	2,0		
Klofentesien	0,5		
Koperoksichloried	20,0 as Cu		
Mankoseb	2,0 Ditiokarbamate gesamentlik bereken as CS ₂		
Mekarbam	0,05		
Merkaptotion ook bekend as Malathion	0,5		
Metidation	0,02		
Metionkarb	0,05		
Metiram	2,0 Ditiokarbamate gesamentlik bereken as CS ₂		
Minerale olie	0,05		
Nitrotalisopropiel	0,5		
Ometoot	0,2		
Oksidemetonmetiel	0,4		
Penkonasool	0,1		
Permetrin	0,05		
Pirimikarb	0,05		
Propargiet	2,0		
Protiofos	0,05		
Siflutrin	0,05		
Sihalotrin	0,05		
Siheksatin	2,0		
Sineb	2,0 Ditiokarbamate gesamentlik bereken as CS ₂		
Sipermetrin	0,05		
Swawel	50,0		
Tetradifon	1,5		
Tiabendasool	3,0		
Tiometon	0,05		
Tiofanaatmetiel	2,0		

Gehaltefaktor	Bestemmings A en C		Bestemming B
	oppervlakvervoer	Lugvervoer	
Tiram	2,0 Ditiokarbamate gesamentlik bereken as CS ₂		
Triadimefon.....	0,05		
Triasofos	0,2		
Trichlorfon.....	0,2		
Triforien.....	1,5		
Vamidotion	0,4		
Enige ander chemikalieë nie hierbo genoem nie.....	0,05		

Quality factor	Destinations A and C		Destination B
	Surface transport	Air transport	
“(1) Chemicals:	<i>Maximum residue limit (mg/kg)</i>	Maximum residue limit as for Surface transport	Maximum residue limit as for Destinations A and C”.
Acephate	1,0		
Alphamethrin	0,05		
Amitraz	0,05		
Azinphos-methyl	0,4		
Azocyclotin	2,0		
Benomyl.....	2,0		
Binapacryl	0,3		
Biphenthrin	0,05		
Bitertanol.....	0,05		
Bupirimate	0,5		
Captab also known as Captan	3,0		
Carbaryl.....	0,05		
Carbendazim.....	2,0		
Chinomethionat	0,2		
Chlorpyrifos	0,05		
Clofentezine	0,5		
Copper oxychloride.....	20,0 as Cu		
Cyfluthrin	0,05		
Cyhalothrin	0,05		
Cyhexatin	2,0		
Cypermethrin.....	0,05		
Deltamethrin.....	0,1		
Demeton-S-methyl.....	0,4		
Diazinon.....	0,5		
Dicofol	2,0		
Diiflubenzuron	1,0		
Dimethoate.....	1,0		
Dinocap	1,0		
Diphenylamine	3,0		
DNOC	0,01		
Dithianon.....	2,0		
Dodine	1,0		
Endosulfan	0,5		
Esfenvalerate	0,5		
Etaconazole	0,05		
Fenarimol	0,2		
Fenbutatin oxide	2,0		
Fenthion	1,0		
Fenvalerate.....	0,5		
Flusilazol	0,05		
Formothion	0,1		
Hexaconazole.....	0,05		
Hexythiazox	0,05		
Mancozeb	2,0 Dithiocarbamates calculated collectively as CS ₂		
Mecarbam.....	0,05		
Mercaptothion also known as Malathion	0,5		
Methidathion	0,02		
Methiocarb.....	0,05		
Metiram	2,0 Dithiocarbamates calculated collectively as CS ₂		
Mineral oil	0,05		
Nitrothal-isopropyl	0,5		
Omethoate	0,2		
Oxydemeton-methyl.....	0,4		
Penconazole	0,1		
Permethrin	0,05		

Quality factor	Destinations A and C		Destination B
	Surface transport	Air transport	
Phorate	0,05		
Pirimicarb	0,05		
Propargite	2,0		
Prothiophos	0,05		
Sulphur	50,0		
Tetradifon	1,5		
Thiabendazole	3,0		
Thiometon	0,05		
Thiophanate-methyl	2,0		
Thiram	2,0		
	Dithiocarbamates calculated collectively as CS ₂		
Triadimefon	0,05		
Triazophos	0,2		
Trichlorfon	0,2		
Triforine	1,5		
Vamidothion	0,4		
Zineb	2,0		
	Dithiocarbamates calculated collectively as CS ₂		
Any other chemical not mentioned above	0,05		

Wysiging van regulasie 13 van die Regulasies

4. Regulasie 13 van die Regulasies word hierby gewysig—

(a) deur subparagraaf (i) van paragraaf (c) van subregulasie (10) deur die volgende subparagraaf te vervang:

“(i) ’n geskikte gevormde rakkie onderstebo oor die boonste laag appels geplaas word: Met dien verstande dat papierpulpakkies nie vir hierdie doel gebruik mag word nie; of”; en

(b) deur subregulasie (13) deur die volgende subregulasie te vervang:

“(13) Na verpakking mag die deksel van ’n houer nie meer as 15 mm bokant die karton uitdy nie wanneer die uitdying gemeet word van die onderste houer van twee kartonne wat op mekaar geplaas is.”.

Wysiging van regulasie 14 van die Regulasies

5. Regulasie 14 van die regulasies word hierby gewysig deur paragrawe (h) en (1A) onderskeidelik deur die volgende paragrawe te vervang:

“(h) In die geval van die cultivars Golden Delicious, Granny Smith, Starking, Starkrimson en Topred die plukdatum, uitgedruk in ’n eensyferkode wat by die Direkteur geregistreer is, minstens 20 mm hoog in die reghoekige spasie regs van die produsent se identiteitsnommer op die etiketkant: Met dien verstande dat appels van die cultivar Granny Smith met die plukdatum ‘2’, addisioneel met die werklike plukweeknommers direk na die plukdatum, gemerk moet word.”; en

“(1A) In die geval van die cultivars Granny Smith, Starking, Starkrimson en Topred wat onverkoel vir ondersoek gelewer word, moet die letter ‘U’ die plukdatumkode voorafgaan.”.

Vervanging van regulasie 16 van die Regulasies

6. Regulasie 16 van die regulasies word hierby deur die volgende regulasie vervang:

“16. In die geval van onverkoelde appels van die cultivar Golden Delicious, bestem vir Bestemmings A en C per oppervlakvervoer, moet die betrokke houer met die letter ‘U’, minstens 20 mm hoog, net links van en addisioneel tot dié in regulasie 14 (h) bedoelde datumkode gemerk word.”.

Amendment of regulation 13 of the Regulations

4. Regulation 13 of the Regulations is hereby amended—

(a) by the substitution for subparagraph (i) of paragraphs (c) of subregulation (10) of the following subparagraph:

“(i) a suitably moulded tray shall be placed upside down over the top layer of the apples: Provided that paper-pulp trays shall not be used for this purpose; or”; and

(b) by the substitution for subregulation (13) of the following subregulation:

“(13) After packing, the lid of a container shall not bulge more than 15 mm when the bulge is measured of the bottom container when two containers are placed on top of one another.”.

Amendment of regulation 14 of the Regulations

5. Regulation 14 of the Regulations is hereby amended by the substitution for paragraphs (h) and (1A) of the following paragraphs respectively:

“(h) In the case of the cultivars Golden Delicious, Granny Smith, Starking, Starkrimson and Topred the picking date, expressed in a one figure code registered with the Director, at least 20 mm in height in the rectangular space to the right of the identity number of the producer on the label side: Provided that apples of the cultivar Granny Smith with the picking date ‘2’, shall be marked additionally with the actual picking week numbers directly after the picking date.”; and

“(1A) In the case of the cultivars Granny Smith, Starking, Starkrimson and Topred delivered uncooled for inspection, the letter ‘U’ shall precede the picking date code.”.

Substitution of regulation 16 of the Regulations

6. The following regulation is hereby substituted for regulation 16 of the Regulations:

“16. In the case of uncooled apples of the cultivar Golden Delicious, destined for Destinations A and C per surface transport, the container concerned shall be marked with the letter ‘U’, at least 20 mm in height, to the left of and in addition to the picking date code referred to in regulation 14 (h).”.

Wysiging van regulasie 19 van die Regulasies

7. Regulasie 19 van die Regulasies word hierby gewysig deur paragraaf (a) van subregulasie (1) deur die volgende paragraaf te vervang:

“Cultivar

Kleur van snyoppervlakte na doping in jodiumoplossing

- (a) Commerce, Delicious, Dunn's-Seedling, Gala, Rokewood, Starking, Starkrimson, Topred en White Winter Pearmain

Kern wit”.

No. R. 679

8 April 1988

BEMARKINGSWET, 1968 (WET 59 VAN 1968)

SOMERGRAANSKEMA.—OPGAWES DEUR PRODUSENTE VAN MIELIES

Ek, Jacob Johannes Greyling Wentzel, Minister van Landbou, maak hierby ingevolge artikel 79 van die Bemakingswet, 1968 (Wet 59 van 1968), bekend dat—

(a) die Mielieraad bedoel in artikel 6 van die Somergraanskema gepubliseer by Proklamasie R. 45 van 1979, soos gewysig, kragtens artikel 31 van genoemde Skema die voorskrifte in die Bylae uiteengesit, uitgereik het; en

(b) genoemde voorskrifte deur my goedgekeur is en op die datum van publikasie hiervan in werking tree.

J. J. G. WENTZEL,
Minister van Landbou.

BYLAE

Woordomskrywing

1. In hierdie Bylae het enige woord of uitdrukking waarvan 'n betekenis in die Skema geheg is, daardie betekenis en, tensy uit die samehang anders blyk, beteken—

“die Skema” die Somergraanskema gepubliseer by Proklamasie R. 45 van 1979, soos gewysig; en

“mielies” die klasse mielies bedoel in die regulasies kragtens artikel 89 van die Wet met betrekking tot die gradering en verpakking van mielies uitgevaardig.

Opgawes betreffende mielies

2. (1) Elke produsent van mielies moet binne vyftien dae nadat hy ingevolge artikel 36 van die Skema by die Raad geregistreer is, en daarna jaarliks aan die Raad 'n opgawe ten opsigte van sy produksie en verkope van mielies verstrek.

(2) Indien 'n produsent nie gedurende 'n bepaalde jaar enige mielies sal produseer of verkoop nie, moet hy 'n nulpogawe ten opsigte van daardie jaar aan die Raad verstrek.

Wyse waarop opgawes verstrek moet word

3. (1) 'n Opgawe in klousule 2 (1) bedoel, moet—

(a) op die toepaslike vorm verstrek word wat dit vir dié doel op aanvraag by die Raad verkrygbaar is;

(b) in onuitwisbare ink ingevul word;

(c) in die geval van 'n eerste opgawe, direk na registrasie verstrek word;

(d) andersins verstrek word om die Hoofbestuurder van die Raad voor of op 15 Oktober van elke jaar te bereik;

(e) wanneer per pos gestuur, geadresseer wees aan die Hoofbestuurder, Mielieraad, Posbus 669, Pretoria, 0001; en

(f) wanneer per hand afgelewer, afgelewer word by die kantoor van die Hoofbestuurder, Mielieraad, Belvederestraat 503, Arcadia, Pretoria.

(2) Posgeld op en afleweringskoste van 'n opgawe in klousule 2 bedoel, moet deur die betrokke produsent vooruitbetaal word.

Amendment of regulation 19 of the Regulations

7. Regulation 19 of the Regulations is hereby amended by the substitution for paragraph (a) of subregulation (1) of the following paragraph:

“Cultivar

Colour of cut surface after immersion in iodine solution

- (a) Commerce, Delicious, Dunn's Seedling, Gala, Rokewood, Starking, Starkrimson, Topred and White Winter Pearmain

Core white”.

No. R. 679

8 April 1988

MARKETING ACT, 1968 (ACT 59 OF 1968)

SUMMER GRAIN SCHEME.—RETURNS BY PRODUCERS OF MAIZE

I, Jacob Johannes Greyling Wentzel, Minister of Agriculture, hereby make known in terms of section 79 of the Marketing Act, 1968 (Act 59 of 1968), that—

(a) the Maize Board referred to in section 6 of the Summer Grain Scheme published by Proclamation R. 45 of 1979, as amended, has under section 31 of the said Scheme issued the directions set out in the Schedule; and

(b) the said directions have been approved by me and shall come into operation on the date of publication hereof.

J. J. G. WENTZEL,
Minister of Agriculture.

SCHEDULE

Definitions

1. Any word or expression in this Schedule to which a meaning has been assigned in the Scheme shall have that meaning, and, unless the context otherwise indicates—

“maize” means the classed of maize referred to in the regulations made under section 89 of the Act in relation to the grading and packing of maize; and

“the Scheme” means the Summer Grain Scheme published by Proclamation R. 45 of 1979, as amended.

Returns regarding maize

2. (1) Each producer of maize shall within fifteen days after his registration in terms of section 36 of the Scheme, and thereafter annually render to the Board a return in respect of his production and sales of maize.

(2) If a producer will not produce or sell any maize during a particular year, he shall submit a nil return in respect of that year to the Board.

Manner in which returns have to be rendered

3. (1) A return referred to in clause 2 (1) shall—

(a) be rendered on the applicable form obtainable on request from the Board for this purpose;

(b) entered in indelible ink;

(c) in the case of a first return, be rendered directly after registration;

(d) otherwise be rendered to reach the General Manager of the Board on or before 15 October of each year;

(e) when forwarded by post, be addressed to the General Manager, Maize Board, P.O. Box 669, Pretoria, 0001; and

(f) when delivered by hand, be delivered to the office of the General Manager, Maize Board, 503 Belvedere Street, Arcadia, Pretoria.

(2) Postage on and delivery cost of a return referred to in clause 2 shall be prepaid by the producer concerned.

No. R. 680

8 April 1988

BEMARKINGSWET, 1968 (WET 59 VAN 1968)

SOMERGRAANSKEMA.—WYSIGING

Ek, Jacob Johannes Greyling Wentzel, Minister van Landbou, handelende kragtens artikel 14, soos toegepas by artikel 15 (3), van die Bemakingswet, 1968 (Wet 59 van 1968)—

(a) publiseer hierby die wysigings in die Bylae uiteengesit, van die Somergraanskema gepubliseer by Proklamasie R. 45 van 1979, soos gewysig; en

(b) verklaar hierby dat genoemde wysigings op die datum van publikasie hiervan in werking tree.

J. J. G. WENTZEL,
Minister van Landbou.

BYLAE

Woordomskrywing

1. In hierdie Bylae beteken "die Skema" die Somergraanskema gepubliseer by Proklamasie R. 45 van 1979, soos gewysig.

Wysiging van artikel 1 van die Skema

2. Artikel 1 van die Skema word hierby gewysig deur die omskrywing van "Republiek" te skrap.

Vervanging van artikel 36 van die Skema

3. Artikel 36 van die Skema word hierby deur die volgende artikel vervang:

"Registrasie van sekere persone

36. (1) (a) Elke produsent wat somergraan of mieliesaad binne die Republiek produseer vir die doeleindes van die verkoop daarvan, moet by die Raad geregistreer wees.

(b) Elke persoon wat met somergraan of somergraanprodukte binne die Republiek as 'n besigheid handel, moet by die Raad geregistreer wees.

(2) Geen produsent of persoon word aldus geregistreer nie tensy hy voldoen aan die vereistes by regulasie voorgeskryf.

(3) Die Raad kan, behoudens die bepalings van subartikel (6), 'n aansoek om registrasie weier, of 'n registrasie verleen op die voorwaardes wat die Raad bepaal.

(4) Die Raad kan met die Minister se goedkeuring die prosedure in verband met die indiening en oorweging van aansoeke om registrasie in subartikel (1) bedoel, voorskryf.

(5) Die Raad kan—

(a) behoudens die bepalings van subartikel (7) (a), 'n registrasie toestaan vir die tydperk wat hy bepaal;

(b) so 'n registrasie by verstryking van die betrokke tydperk hernieu;

(c) van tyd tot tyd die voortdurende geldigheid van so 'n registrasie onderworpe stel aan die voorwaardes wat die Raad dan bepaal, hetsy deur die oplegging van verdere of nuwe voorwaardes of deur die wysiging of intrekking van voorwaardes wat dan bestaan; en

(d) so 'n registrasie intrek indien die geregistreerde persoon 'n voorwaarde wat deur die Raad kragtens subartikel (3) of paragraaf (c) van hierdie subartikel opgelê is, oortree het of versuim het om daaraan te voldoen.

(6) 'n Aansoek om registrasie deur 'n produsent kan slegs deur die Raad geweier word indien die betrokke applikant nie aan die vereistes in subartikel (2) bedoel, wat by regulasie voorgeskryf is, voldoen nie.

No. R. 680

8 April 1988

MARKETING ACT, 1968 (ACT 59 OF 1968)

SUMMER GRAIN SCHEME.—AMENDMENT

I, Jacob Johannes Greyling Wentzel, Minister of Agriculture, acting under section 14, as applied by section 15 (3), of the Marketing Act, 1968 (Act 59 of 1968), hereby—

(a) publish the amendments set out in the Schedule, of the Summer Grain Scheme published by Proclamation R. 45 of 1979, as amended; and

(b) declare that the said amendments shall come into operation on the date of publication hereof.

J. J. G. WENTZEL,
Minister of Agriculture.

SCHEDULE

Definitions

1. In this Schedule "the Scheme" means the Summer Grain Scheme published by Proclamation R. 45 of 1979, as amended.

Amendment of section 1 of the Scheme

2. Section 1 of the Scheme is hereby amended by the deletion of the definition of "Republic".

Substitution of section 36 of the Scheme

3. The following section is hereby substituted for section 36 of the Scheme:

"Registration of certain persons

36. (1) (a) Each producer who produces summer grain or seed maize within the Republic for the purposes of the sale thereof shall be registered with the Board.

(b) Each person dealing in the course of trade within the Republic with summer grain or with summer grain products shall be registered with the Board.

(2) No producer or person shall be so registered unless he complies with such requirements as may be prescribed by regulation.

(3) The Board may, subject to the provisions of subsection (6), refuse any application for registration or grant any registration on such conditions as it may determine.

(4) The Board may with the approval of the Minister prescribe the procedure in connection with the submission and consideration of applications for registration referred to in subsection (1).

(5) The Board may—

(a) subject to the provisions of subsection 7 (a), grant any registration for such period as it may determine;

(b) renew such registration upon expiry of the period concerned;

(c) from time to time render the continued validity of any such registration subject to such conditions as the Board may then determine, whether by the imposition of further or new conditions or by the amendment or cancellation of conditions then existing; and

(d) cancel any such registration if the person registered has contravened or failed to comply with any condition imposed by the Board under subsection (3) or paragraph (c) of this subsection.

(6) An application for registration by a producer may be refused by the Board under subsection (3) only if the applicant concerned does not comply with the requirements referred to in subsection (2), that are prescribed by regulation.

(7) Die registrasie van 'n produsent bly van krag vir so lank as wat hy—

(a) somergraan of mieliesaad vir die doeleindes van die verkoop daarvan produseer; en

(b) aan die voorwaardes voldoen wat deur die Raad kragtens subartikel (3) of (5) (c) opgelê is.

(8) By die toepassing van hierdie artikel beteken 'as 'n besigheid handel'—

(a) met betrekking tot somergraan—

(i) elke aankoop van somergraan van 'n produsent daarvan deur enigiemand, indien die aldus aangekoopte somergraan, of 'n hoeveelheid daarvan, van die hand gesit word of bestem is om van die hand gesit te word deur daardie persoon vir enige vergoeding hoegenaamd, of gebruik word of bestem is om gebruik te word deur daardie persoon by die vervaardiging van 'n somergraan-produk of 'n ander produk wat van die hand gesit word of bestem is om van die hand gesit te word deur daardie persoon vir enige vergoeding hoegenaamd; en

(ii) die verwerking, behandeling, opberging of vervoer van somergraan ten behoeve van die eienaar daarvan; en

(b) met betrekking tot somergraanprodukte, elke aankoop en elke handeling by die vervaardiging of verwerking van somergraanprodukte deur enigiemand verrig, indien die aldus vervaardigde of verwerkte produk, of 'n hoeveelheid daarvan, van die hand gesit word of bestem is om van die hand gesit te word deur daardie persoon vir enige vergoeding hoegenaamd.

(7) The registration of a producer shall remain in force for as long as he—

(a) produces summer grain or seed maize for the purposes of the sale thereof; and

(b) complies with the conditions imposed by the Board under subsection (3) or (5) (c).

(8) In the application of this section 'dealing in the course of trade'—

(a) in relation to summer grain, means—

(i) every purchase of summer grain from a producer thereof by any person, if the summer grain so purchased, or any quantity thereof, is or is intended to be disposed of by that person for any consideration whatsoever, or is used or is intended to be used by that person in the manufacture of a summer grain product or another product which is or is intended to be disposed of by that person for any consideration whatsoever; and

(ii) the processing, treatment, storage or conveyance of summer grain on behalf of the owner thereof; and

(b) in relation to summer grain products, means every purchase and every act performed in the manufacture or processing of summer grain products by any person, if the product so manufactured or processed, or any quantity thereof, is or is intended to be disposed of by that person for any consideration whatsoever.

DEPARTEMENT VAN MANNEKRAG

No. R. 684

8 April 1988

WET OP ARBEIDSVERHOUDINGE, 1956

LEKKERGOEDNYWERHEID, JOHANNESBURG.—
HERNUWING VAN HOOFOOREENKOMS

Ek, Evert Philippus Ehlers, Adjunk-Direkteur: Mannekrag, behoorlik daartoe gemagtig deur die Minister van Mannekrag, verklaar hierby, kragtens artikel 48 (4) (a) (ii) van die Wet op Arbeidsverhoudinge, 1956, dat die bepalinge van Goewermentskennisgewings R. 1117 van 27 Mei 1983, R. 2303 van 26 Oktober 1984, R. 2720 van 24 Desember 1986 en R. 1562 van 17 Julie 1987, van krag is vanaf die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 11 Oktober 1988 eindig.

E. P. EHLERS,

Adjunk-direkteur: Mannekrag.

DEPARTMENT OF MANPOWER

No. R. 684

8 April 1988

LABOUR RELATIONS ACT, 1956

SWEETMAKING INDUSTRY, JOHANNESBURG.—
RENEWAL OF MAIN AGREEMENT

I, Evert Philippus Ehlers, Deputy Director: Manpower, duly authorised thereto by the Minister of Manpower, hereby, in terms of section 48 (4) (a) (ii) of the Labour Relations Act, 1956, declare the provisions of Government Notices R. 1117 of 27 May 1983, R. 2303 of 26 October 1984, R. 2720 of 24 December 1986 and R. 1562 of 17 July 1987, to be effective from the date of publication of this notice and for the period ending 11 October 1988.

E. P. EHLERS,

Deputy Director: Manpower.

Werk mooi daarmee.

Ons leef  daarvan.

water is kosbaar

Use it.

Don't abuse  it.

water is for everybody

INHOUD

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