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**GOVERNMENT NOTICES**

**DEPARTMENT OF FORESTRY**

No. R. 1859 3 October 1975

**NOTICE UNDER SECTION 3 OF THE WATTLE BARK INDUSTRY ACT, 1960, AS AMENDED**

I, Stephanus Petrus Botha, Minister of Forestry, hereby revoke the determination made for the wattle bark industry as published in Government Notice R. 1019, dated 29 June 1962, as amended.

S. P. BOTHA, Minister of Forestry.

No. R. 1860 3 October 1975

**NOTICE UNDER SECTION 2 (3) OF THE WATTLE BARK INDUSTRY ACT, 1960, AS AMENDED**

Whereas I, Stephanus Petrus Botha, Minister of Forestry, have informed—

(a) the South African Wattle Growers' Union, which in my opinion is sufficiently representative of growers and qualified to promote the interests of all growers;

(b) the South African Wattle Extract Manufacturers' Association, which in my opinion is sufficiently representative of manufacturers and qualified to promote the marketing of wattle extract;

(c) the South African Wattle Bark Millers' and Exporters' Association, which in my opinion is sufficiently representative of millers and qualified to promote the marketing of wattle bark which has been chopped or ground and pressed and baled or bagged;

of my intention to revoke the determination published in Government Notice R. 1019, dated 29 June 1962, as amended, and having called upon the aforesaid bodies to enter into an agreement on behalf of the growers, manufacturers and millers as contemplated in section 2 (1) of the Wattle Bark Industry Act, 1960, as amended;

And whereas the said bodies have entered into an agreement which in my opinion is in the best interests of the wattle bark industry;

Now, therefore, I, Stephanus Petrus Botha, Minister of Forestry, hereby in terms of section 2 (3) of the Wattle Bark Industry Act, 1960, as amended, publish the Agree-

**GOEWERMENSKENNISGEWINGS**

**DEPARTEMENT VAN BOSBOU**

No. R. 1859 3 Oktober 1975

**KENNISGEWING KRAGTENS ARTIKEL 3 VAN DIE WET OP DIE WATTELBASNYWERHEID, 1960, SOOS GEWYSIG**

Ek, Stephanus Petrus Botha, Minister van Bosbou, herroep hierby die vasstelling vir die wattelbasnywerheid afgekondig by Goewermentskennisgewing R. 1019 van 29 Junie 1962, soos gewysig.

S. P. BOTHA, Minister van Bosbou.

No. R. 1860 3 Oktober 1975

**KENNISGEWING KRAGTENS ARTIKEL 2 (3) VAN DIE WET OP DIE WATTELBASNYWERHEID, 1960, SOOS GEWYSIG**

Nademaal ek, Stephanus Petrus Botha, Minister van Bosbou—

(a) die Suid-Afrikaanse Wattelkwekersunie, wat na my mening behoorlik verteenwoordigend van kwekers is en bevoeg is om die belange van alle kwekers te bevorder;

(b) die "South African Wattle Extract Manufacturers' Association", wat na my mening behoorlik verteenwoordigend van vervaardigers is en bevoeg is om die bemarking van wattlelekstrak te bevorder;

(c) die "South African Wattle Bark Millers' and Exporters' Association" wat na my mening behoorlik verteenwoordigend van meulenaars is en bevoeg is om die bemarking van wattelbas wat opgekap of gemaal en geper en gebaal of in sakke geplaas is, te bevorder;

in kennis gestel het van my voorneme om die vasstelling gepubliseer in Goewermentskennisgewing R. 1019 van 29 Junie 1962, soos gewysig, te herroep, en 'n beroep op bogenoemde liggame gedoen het om 'n ooreenkoms namens die kwekers, vervaardigers en meulenaars aan te gaan soos beoog in artikel 2 (1) van die Wet op die Wattelbasnywerheid, 1960, soos gewysig;

En nademaal genoemde liggame 'n ooreenkoms aangegaan het wat na my mening in die beste belang van die Wattelbasnywerheid is;

So is dit dat ek, Stephanus Petrus Botha, Minister van Bosbou, kragtens artikel 2 (3) van die Wet op die Wattelbasnywerheid, 1960, soos gewysig, die ooreenkoms aan-

ment entered into between the growers, the manufacturers and the millers in which provision is made for the matters referred to in section 2 (2) of the said Act. The said Agreement as set forth in the Schedule hereto shall become effective from the date of publications of this notice.

S. P. BOTHA, Minister of Forestry.

#### SCHEDULE

##### WATTLE BARK INDUSTRY AGREEMENT, 1975

###### 1. Definitions.

1.1 In this Agreement, unless the context otherwise indicates, any term to which a meaning has been assigned in the Wattle Bark Industry Act, 1960 (Act 23 of 1960), as amended, hereinafter referred to as "the Act", shall bear such meaning and—

"bark" means wattle bark;

"Board" means the Wattle Bark Industry Board established in terms of clause 3 of this Agreement;

"dispose of" means deliver or ship, whether pursuant to a contract of sale or otherwise;

"extract" means wattle extract;

"extract production" means the resultant figure arrived at by taking the tonnage of extract shipped and local deliveries made by all extract manufacturers during the season, deducting therefrom the stock of extract on hand at the beginning of the season and adding thereto the stock of extract held by all such manufacturers at the end of the season, expressed in terms of solid extract with powder converted on the basis that 95 tons of solid extract equal 84 tons of powdered extract, which basis shall be subject to checks by the secretary of the Board from time to time on certified figures of the relative moisture content as shown by random tests taken at point and time of manufacture;

"extraction ratio" means the total quantity of undried bark purchased by manufacturers plus the total quantity of dry bark purchased by the manufacturers, converted to undried bark on the basis that 6 tons of dry bark equal 10 tons of undried bark, divided by the extract production for the season;

"industry" means the wattle bark industry;

"manufacture" means to carry out the operations of a manufacturer;

"marketing" means the marketing of processed wattle products;

"mill" means to carry out the operations of a miller;

"net f.o.b. return" means the gross f.o.b. price less commission paid on the c.i.f. price or the notional c.i.f. price;

"processor" means a miller or a manufacturer;

"process" means to mill or manufacture;

"SAWBAS" means the South African Wattle Bark Millers' and Exporters' Association;

"SAWEMA" means the South African Wattle Extract Manufacturers' Association;

"SAWGU" means the South African Wattle Growers' Union;

"season" means the period from 1 September in one year to 31 August in the next year;

"section" means growers, millers or manufacturers, as the case may be.

###### 2. Saving in respect of existing agreements.

Any notice issued, determination made or any action taken or anything done under or in terms of the provisions of the determination revoked in terms of Government Notice R. 1859, dated 3 October 1975, shall be deemed to have been issued, made, taken or done under the corresponding provision of this Agreement.

gegaan tussen die kwekers, die vervaardigers en die meulenaars, waarin voorsiening gemaak is vir die sake genoem in artikel 2 (2) van genoemde Wet, hierby publiseer. Genoemde Ooreenkoms soos uiteengesit in die Bylae hiervan, tree in werking op die datum van publikasie van hierdie kennisgewing.

S. P. BOTHA, Minister van Bosbou.

#### BYLAE

##### OOREENKOMS INSAKE DIE WATTELBAS-NYWERHEID, 1975

###### 1. Woordoms krywing.

1.1 In hierdie Ooreenkoms, tensy uit die samehang anders blyk, het elke uitdrukking waaraan 'n betekenis in die Wet op die Wattlebasnywerheid, 1960 (Wet 23 van 1960), hierna "die Wet" genoem, verleen is, die betekenis aldus daaraan verleen, en beteken—

"bas" wattlebas;

"Raad" die Raad vir die Wattlebasnywerheid, ingestel ingevolge klousule 3 van hierdie Ooreenkoms;

"van die hand sit" lewer of verskeep, hetsy ingevolge 'n verkoopkontrak of andersins;

"ekstrak" wattleekstrak;

"ekstrakproduksie" die resulterende syfer verkry deur die tonnemaat ekstrak verskeep en die plaaslike aflewering gemaak deur al die ekstrakvervaardigers gedurende die seisoen te neem, daarvan af te trek die voorraad ekstrak voorhande aan die begin van die seisoen en daarby te tel die voorraad ekstrak voorhande van al sodanige vervaardigers aan die einde van die seisoen, uitgedruk as soliede ekstrak met poeier, omgerek op die basis dat 95 ton soliede ekstrak gelyk is aan 84 ton verpoeierde ekstrak, welke basis onderworpe is aan kontroletoetse deur die sekretaris van die Raad van tyd tot tyd op gesertifiseerde syfers van die relatiewe voginhoud soos getoon deur steekproewe geneem op die plek en ten tyde van vervaardiging;

"ekstraksieverhouding" die totale hoeveelheid ongedroogde bas aangekoop deur die vervaardigers plus die totale hoeveelheid droë bas aangekoop deur die vervaardigers, omgerek tot ongedroogde bas op die basis tot 6 ton droë as gelyk is aan 10 ton ongedroogde bas, gedeel deur die ekstrakproduksie vir die seisoen;

"nywerheid" die wattlebasnywerheid;

"vervaardig" om die werksaamhede van 'n vervaardiger te verrig;

"bemarking" die bemarking van verwerkte wattleprodukte;

"maal" om die werksaamhede van 'n meulenaar te verrig;

"netto v.a.b.-opbrengs" die bruto v.a.b.-prys min kommissie op die k.a.v.-prys of die denkbeeldige k.a.v.-prys;

"verwerker" 'n meulenaar of 'n vervaardiger;

"verwerk" maal of vervaardig;

"SAWBAS" die South African Wattle Bark Millers' a Exporters' Association;

"SAWEMA" die South African Wattle Extract Manufacturers' Association;

"SAWGU" die Suid-Afrikaanse Wattlekwekersunie;

"seisoen" die tydperk van 1 September in een jaar tot 31 Augustus in die volgende jaar;

"afdeling" kwekers, meulenaars of vervaardigers, na gelang van die geval.

###### 2. Voorbehoud ten opsigte van bestaande ooreenkomste.

Enige kennisgewing uitgereik, bepaling gemaak of maatreëls getref of enigiets gedoen, by of kragtens die bepalings van die vasstelling herroep by Goewermentskennisgewing R. 1859 van 3 Oktober 1975, word geag uitgereik, gemaak, getref of gedoen te gewees het kragtens die ooreenstemmende bepaling van hierdie Ooreenkoms.

### 3. *Establishment of Board.*

There is hereby established a board, to be known as the Wattle Bark Industry Board, which shall carry out the functions assigned to it under the Act or under this Agreement.

### 4. *Constitution of the Board.*

#### 4.1 Membership of the Board.

The Board shall consist of the following members:

(a) A chairman and a deputy chairman appointed by the Minister in terms of section 2 (2) (e) (v) of the Act;

(b) seven (7) representatives of growers, elected by secret ballot on a regional basis, such regions and such elections to be governed by regulations made by SAWGU in terms of section 2 (2) (e) (ii) of the Act;

(c) five (5) representatives of manufacturers who shall be nominated by SAWEMA in terms of section 2 (2) (e) (iii) of the Act; and

(d) two (2) representatives of millers who shall be nominated by SAWBAS in terms of section 2 (2) (e) (iii) of the Act.

#### 4.2 Election or nomination of alternate members of the Board.

An alternate member to each member of the Board shall be elected or nominated at the same time and in accordance with the principles laid down for Board members in clause 4.1 above.

### 5. *Qualifications of Board members and alternate members.*

#### 5.1 Chairman and Deputy Chairman.

The chairman and deputy chairman shall be persons who are not growers, manufacturers or millers and who have no financial interest in the business of any grower or processor or of any person acting as an agent for such grower or processor for the sale of processed wattle bark or wattle products.

#### 5.2 Members and alternate members.

No person shall be elected or nominated a member or an alternate member of the Board if—

(a) he is not a natural person;

(b) he is a minor or any other person under legal disability, save a married woman subject to the marital power of her husband whose written consent to her appointment as a member or alternate member has been lodged with the Registrar of Companies appointed in terms of section 7 of the Companies Act, 1973 (Act 61 of 1973);

(c) he is a person who is the subject of any order under the Companies Act, 1973 (Act 61 of 1973), or the repealed Companies Act, disqualifying him from being a director of a company;

(d) he is, save under authority of the Court—

(i) an unrehabilitated insolvent;

(ii) a person removed from an office of trust on account of misconduct;

(iii) a person who has at any time been convicted (whether in the Republic or elsewhere) of theft, fraud, forgery or uttering a forged document, perjury, an offence under the Prevention of Corruption Act, 1958 (Act 6 of 1958), or any offence involving dishonesty or in connection with the promotion, formation or management of a company, and has been sentenced therefor to imprisonment without the option of a fine.

### 6. *Disqualification of Board members and alternate members.*

6.1 If either the chairman or the deputy chairman of the Board during his tenure of office becomes a grower,

### 3. *Instelling van die Raad.*

Hierby word ingestel 'n raad wat die Raad vir die Wattlebasnywerheid heet en wat die funksies kragtens die Wet of kragtens hierdie Ooreenkoms aan hom toegewys moet uitvoer.

### 4. *Samestelling van die Raad.*

#### 4.1 Lidmaatskap van die Raad.

Die Raad bestaan uit die volgende lede:

(a) 'n Voorsitter en adjunk-voorsitter deur die Minister aangestel kragtens artikel 2 (2) (e) (v) van die Wet;

(b) sewe (7) verteenwoordigers van kwekers wat by geheime stemming op 'n streekgrondslag verkies word, welke streke en welke verkiesings beheer word deur regulasies afgekondig deur SAWGU kragtens artikel 2 (2) (e) (ii) van die Wet;

(c) vyf (5) verteenwoordigers van vervaardigers wat kragtens artikel 2 (2) (e) (iii) van die Wet deur SAWEMA benoem word; en

(d) twee (2) verteenwoordigers van meulenaars wat kragtens artikel 2 (2) (e) (iii) van die Wet deur SAWBAS benoem word.

#### 4.2 Verkiesing of benoeming van plaasvervangende lede van die Raad.

'n Plaasvervangende lid vir elke lid van die Raad word tegelykertyd en ooreenkomstig die beginsels in klousule 4.1 hierbo vir Raadslede bepaal, verkies of benoem.

### 5. *Kwalifikasies van Raadslede en plaasvervangende lede.*

#### 5.1 Voorsitter en adjunk-voorsitter.

Die voorsitter en adjunk-voorsitter moet persone wees wat nie kwekers, vervaardigers of meulenaars is nie en wat geen finansiële belang het in die besigheid van enige kweker of verwerker of van enigiemand wat as agent vir sodanige kweker of verwerker optree vir die verkoop van verwerkte wattlebas of wattleprodukte nie.

#### 5.2 Lede en plaasvervangende lede.

Geen persoon word as lid of plaasvervangende lid van die Raad verkies of benoem nie indien—

(a) hy nie 'n natuurlike persoon is nie;

(b) hy 'n minderjarige of enige ander handelingsonbevoegde persoon is, uitgesonderd 'n getroude vrou onderworpe aan die maritale mag van haar eggenoot wie se skriftelike toestemming tot haar benoeming tot lid of plaasvervangende lid ingedien is by die Registrateur van Maatskappye aangestel kragtens artikel 7 van die Maatskappywet, 1973 (Wet 61 van 1973);

(c) hy 'n persoon is wat onderworpe is aan enige bevel ingevolge die Maatskappywet, 1973 (Wet 61 van 1973), of die herroepe Maatskappywet, wat hom diskwalfiseer om 'n direkteur van 'n maatskappy te wees;

(d) hy, uitgesonderd kragtens magtiging van die Hof—

(i) 'n ongerehabiliteerde insolvent is;

(ii) 'n persoon is wat vanweë wangedrag uit 'n vertrouensamp ontslaan is;

(iii) hy 'n persoon is wat te eniger tyd (hetsy in die Republiek of elders) aan diefstal, bedrog, vervalsing of die uitreiking van 'n vervalste dokument, meened, 'n misdryf ingevolge die Wet op die Voorkoming van Korruptie, 1958 (Wet 6 van 1958), of enige oortreding waarby oneerlikheid betrokke is of in verband met die bevordering, stigting of bestuur van 'n maatskappy, skuldig bevind is en daarvoor gevonnissen is tot gevangenisstraf sonder die keuse van 'n boete.

### 6. *Diskwalifikasie van Raadslede en plaasvervangende lede.*

6.1 Indien of die voorsitter of die adjunk-voorsitter van die Raad gedurende sy ampstermyn 'n kweker, vervaardiger of meulenaar word of enige finansiële belange bekom

manufacturer or miller, or acquires any financial interest which would disqualify him from being appointed chairman or deputy chairman, the office of chairman or deputy chairman, as the case may be, shall forthwith be vacated.

6.2 The office of a member or alternate member shall become vacant if he—

- (a) resigns or dies;
- (b) becomes subject to a disqualification referred to under clause 5;
- (c) becomes of unsound mind;
- (d) is convicted of an offence and sentenced to imprisonment without the option of a fine or to a fine exceeding R100; or
- (e) has been absent from more than two consecutive meetings of the Board without the leave of the Board.

#### 7. *Tenure of office of Board members and their alternates.*

The members of the Board referred to in clause 4.1 (b), (c) and (d) and their alternates referred to in clause 4.2 shall hold office for a period of one calendar year, i.e. from the first day of January to the last day of December, when they shall retire.

#### 8. *Re-election or renomination of Board members.*

Retiring members of the Board shall be eligible for re-election or renomination, as the case may be.

#### 9. *Filling of vacancies on the Board.*

If the chairman or deputy chairman or any member or alternate member dies, or resigns by notice in writing addressed to the person or body governing the original election or nomination, or if the chairman or the deputy chairman becomes ineligible to hold office or if a member or alternate member ceases to be a member in terms of clause 6, such vacancy shall be filled as soon as may be by the same method as that governing the original election or nomination for the unexpired period of office of such chairman, deputy chairman, member or alternate member: Provided that pending the filling of any vacancy, other than a vacancy for a chairman or deputy chairman, the vacancy shall be filled temporarily by an appointment made by such other members of the Board as may represent the same section as the member or alternate member whose office has fallen vacant.

#### 10. *Functions, duties and powers of the Board.*

The functions and duties of the Board shall be to do all such things as are necessary for or incidental to the attainment of its objects, and to this end the Board—

- (a) shall perform all the functions conferred upon or entrusted to it in terms of this Agreement or the Act;
- (b) may conduct such investigations, enquiries or research as may appear to it to be desirable in the interests of the industry or for the proper discharge of its functions;
- (c) may acquire or hire any property or any interest in property which it considers necessary for the purpose of exercising its functions, and alienate or let or otherwise dispose of any property or interest in property to the best advantage of the Board;
- (d) may raise loans and receive, control and administer any funds, and open banking accounts, and make such arrangements as it thinks proper for the signature of any document of any nature whatsoever, including any negotiable instrument which it may deem necessary to be signed in the discharge of its functions;
- (e) may take any legal proceedings of any nature whatsoever, in the name of the Board;

wat hom sou diskwalifiseer om as voorsitter of adjunk-voorsitter aangestel te word, word die amp van voorsitter of adjunk-voorsitter, na gelang van die geval, onverwyld vakant.

6.2 Die amp van 'n lid of plaasvervangende lid word vakant indien hy—

- (a) bedank of sterf;
- (b) onderworpe raak aan 'n diskwalifikasie in klousule 5 vermeld;
- (c) swaksinnig raak;
- (d) skuldig bevind word aan 'n misdryf en tot gevangenisstraf sonder die keuse van 'n boete of tot 'n boete van meer as R100 gevonnis word; of
- (e) van meer as twee agtereenvolgende vergaderings van die Raad afwesig was sonder die toestemming van die Raad.

#### 7. *Ampstermyn van Raadslede en plaasvervangende lede.*

Die lede van die Raad in klousule 4.1 (b), (c) en (d) en hul plaasvervangers in klousule 4.2 genoem, beklee hul amp vir 'n tydperk van een kalenderjaar, nl. vanaf die eerste dag van Januarie tot die laaste dag van Desember, wanneer hulle uittree.

#### 8. *Herkiesing en herbenoeming van Raadslede.*

Uittredende lede van die Raad kan herkies of herbenoem word, na gelang van die geval.

#### 9. *Vulling van vakatures in die Raad.*

Indien die voorsitter of adjunk-voorsitter of enige lid of plaasvervangende lid te sterwe kom of 'n skriftelike bedanking indien by die persoon of liggaam wat sy oorspronklike verkiesing of benoeming beheer het, of indien die voorsitter of adjunk-voorsitter ongeskik raak vir die amp of indien 'n lid of plaasvervangende lid ophou om lid te wees kragtens klousule 6, moet sodanige vakature so spoedig moontlik gevul word op dieselfde wyse as van toepassing op die oorspronklike verkiesing of benoeming ten opsigte van die onverstreke ampstermyn van sodanige voorsitter, adjunk-voorsitter, lid of plaasvervangende lid: Met dien verstande dat tot tyd en wyl 'n vakature, uitgesonderd dié van voorsitter of adjunk-voorsitter, gevul is, dit tydelik gevul word deur 'n benoeming gedoen deur die ander lede van die Raad wat dieselfde afdeling verteenwoordig as die lid of plaasvervangende lid wie se amp vakant geraak het.

#### 10. *Werksaamhede, pligte en bevoegdhede van die Raad.*

Die werksaamhede en pligte van die Raad is om alles te doen wat vir die bereiking van sy oogmerke nodig is of daarmee gepaard gaan, en vir daardie doel—

- (a) moet die Raad al die werksaamhede verrig wat kragtens hierdie Ooreenkoms of die Wet aan hom toegewys of toevertrou is;
- (b) kan die Raad sodanige ondersoeke instel en sodanige navrae of navorsing doen as wat vir hom wenslik lyk in belang van die nywerheid of vir die behoorlike verrigting van sy werksaamhede;
- (c) kan die Raad eiendom of 'n belang in eiendom wat hy vir die verrigting van sy werksaamhede nodig ag, verkry of huur en eiendom of belange in eiendom vervreem, verhuur of op 'n ander wyse so voordelig moontlik vir die Raad van die hand sit;
- (d) kan die Raad lenings aangaan en fondse ontvang, beheer en administreer, bankrekenings open en sodanige reëlins tref as wat hy dienstig ag vir die ondertekening van dokumente van watter aard ook al, met inbegrip van verhandelbare stukke waarvan hy die ondertekening nodig ag vir die verrigting van sy werksaamhede;
- (e) kan die Raad in die naam van die Raad geregtelike stappe van watter aard ook al doen;

(f) may make representations to any person, body or authority with regard to any law, tariff or other matter affecting the industry, and, but only if requested by SAWBAS, SAWEMA and SAWGU, make representations to the Minister for the amendment or termination of this Agreement;

(g) may undertake by arrangement with SAWBAS, SAWEMA or SAWGU the collection of funds on behalf of any of the said bodies;

(h) may make available to any committee appointed by it such funds, staff, service and accommodation on such terms as it may decide;

(i) may, at the request of any party to a dispute arising from the terms of this Agreement or anything done under it, appoint one or more arbitrators to decide the dispute;

(j) may appoint an advisory committee to advise on the interests of Non-White growers;

(k) may, subject to the provisions of this Agreement, lay down rules of procedure for the Board and any committee except the Marketing Committee;

(l) may, subject to the provisions of this Agreement, co-ordinate the activities of any committees appointed by it and make recommendations to any such committee with a view to ensuring the smooth and harmonious working of the committees and the industry as a whole;

(m) shall appoint a secretary, and may employ such other staff as it may consider necessary;

(n) may arrange for the representation of the industry at any international or other conference.

#### 11. *Delegation of functions by the Board.*

If the Board thinks it proper to do so it may delegate any of its functions, subject to such conditions as it may impose in the resolution making such delegation, to—

(a) the Executive Committee appointed by the Board in terms of clause 12.1 (a) of this Agreement;

(b) any other committee appointed from among members of the Board in terms of clause 12.1 (d) and 12.2 of this Agreement;

(c) SAWBAS, SAWEMA or SAWGU;

(d) the Marketing Committee established in terms of clause 12.1 (b) and the Growers' Bark Quota Committee appointed in terms of clause 12.1 (c) of this Agreement.

#### 12. *Establishment of Committees by the Board.*

##### 12.1 The Board shall establish—

(a) an Executive Committee;

(b) a Marketing Committee;

(c) a Growers' Bark Quota Committee;

(d) a Bark Price Formula Committee.

12.2 The Board may establish any other committee subject to such terms and conditions as may be decided upon at the time of such establishment.

12.3 The provisions of clauses 5, 6, 7 and 9 shall *mutatis mutandis* apply to committee members.

#### 13. *Constitution of committees established by the Board.*

##### 13.1 Membership.

The committees established by the Board in terms of clause 12 shall be constituted as Follows:

(1) Executive Committee.

(a) The Executive Committee shall consist of four (4) members, of whom the Board shall appoint—

(i) two (2) of the growers' representatives referred to in clause 4.1 (b);

(f) kan die Raad vertoë tot enige persoon, liggaam of owerheid rig met betrekking tot enige wet, tarief of ander saak wat die nywerheid raak en, maar slegs indien deur SAWBAS, SAWEMA en SAWGU daartoe versoek, vertoë tot die Minister rig vir die wysiging of beëindiging van hierdie Ooreenkoms;

(g) kan die Raad, volgens reëling met SAWBAS, SAWEMA of SAWGU die insameling van fondse namens enigeen van genoemde liggame onderneem;

(h) kan die Raad aan enige komitee deur hom aangestel sodanige fondse, personeel, diens en akkommodasie op sodanige voorwaardes waartoe hy besluit, beskikbaar stel;

(i) kan die Raad op versoek van enige party by 'n geskil wat ontstaan na aanleiding van die bepalings van hierdie Ooreenkoms of enigiets daarkragtens gedoen, een of meer arbiters aanstel om die geskil te besleg;

(j) kan die Raad 'n adviserende komitee aanstel om aangaande die belange van Nie-Blanke kwekers advies te gee;

(k) kan die Raad, behoudens die bepalings van hierdie Ooreenkoms, prosedurereëls vir die Raad en enige komitee, uitgesonderd die Bemarkingskomitee, vasstel;

(l) kan die Raad, behoudens die bepalings van hierdie Ooreenkoms, die werksaamhede van komitees deur hom benoem, koördineer en aan enige sodanige komitee aanbevelings doen met die oog daarop om die vlot en harmonieuse werking van die komitees en van die nywerheid as geheel te verseker;

(m) moet die Raad 'n sekretaris aanstel, en kan hy sodanige ander personeel as wat hy nodig ag, in diens neem;

(n) kan die Raad reëlins tref vir die verteenwoordiging van die nywerheid op internasionale of ander konferensies.

#### 11. *Delegering van werksaamhede deur die Raad.*

Indien die Raad dit dienstig ag, kan hy enigeen van sy werksaamhede delegeer, op sodanige voorwaardes wat hy stel in die besluit waarby sodanige delegering geskied aan—

(a) die Uitvoerende Komitee kragtens klousule 12.1

(a) van hierdie Ooreenkoms deur die Raad aangestel;

(b) enige ander komitee wat kragtens klousule 12.1 (d) en 12.2 van hierdie Ooreenkoms uit die geledere van die Raad aangestel word;

(c) SAWBAS, SAWEMA of SAWGU;

(d) die Bemarkingskomitee ingestel kragtens klousule 12.1 (b) en die Kwekersbaskwotakomitee aangestel kragtens klousule 12.1 (c) van hierdie Ooreenkoms.

#### 12. *Aanstelling van komitees deur die Raad.*

12.1 Die Raad moet die volgende komitees aanstel:

(a) 'n Uitvoerende Komitee;

(b) 'n Bemarkingskomitee;

(c) 'n Kwekersbaskwotakomitee; en

(d) 'n Basprysformulekomitee.

12.2 Die Raad kan enige ander komitee aanstel onderworpe aan sodanige bepalings en voorwaardes as waartoe ten tyde van sodanige aanstelling besluit word.

12.3 Die bepalings van klousules 5, 6, 7 en 9 is *mutatis mutandis* van toepassing op komiteeledes.

#### 13. *Samestelling van komitees aangestel deur die Raad.*

##### 13.1 Lidmaatskap.

Die komitees wat ingevolge klousule 12 deur die Raad aangestel word, word soos volg saamgestel:

(1) Uitvoerende Komitee.

(a) Die Uitvoerende Komitee bestaan uit vier (4) lede van wie die Raad aangestel—

(i) twee (2) van die verteenwoordigers van die kwekers in klousule 4.1 (b) genoem;

- (ii) one (1) of the manufacturers' representatives referred to in clause 4.1 (c); and
  - (iii) one (1) of the millers' representatives referred to in clause 4.1 (d).
- (b) The chairman of the Board shall be the chairman of the Committee.

(2) Marketing Committee.

(a) The Marketing Committee shall consist of nine (9) members, of whom the Board shall appoint—

- (i) five (5) members to represent the manufacturers, after consultation with SAWEMA;
- (ii) one (1) member to represent the millers, after consultation with SAWBAS; and
- (iii) three (3) members to represent growers, after consultation with SAWGU.

(b) One of the members of the Marketing Committee who is a member of the Board be elected by the members of the Marketing Committee to be chairman thereof: Provided that if no member of the Marketing Committee is a member of the Board any member of the Marketing Committee may be elected chairman.

(3) Growers' Bark Quota Committee.

(a) The Growers' Bark Quota Committee shall consist of fifteen (15) members, of whom the Board shall appoint—

- (i) the Regional Director of Forestry, Pietermaritzburg, or the person acting in that capacity;
- (ii) eight (8) members, representing the growers, after consultation with SAWGU;
- (iii) four (4) members, representing the manufacturers, after consultation with SAWEMA;
- (iv) two (2) members, representing the millers, after consultation with SAWBAS.

(b) One of the members of the Growers' Bark Quota Committee shall be elected by the members thereof to be chairman.

(4) Bark Price Formula Committee.

(a) The Bark Price Formula Committee shall consist of six (6) members, of whom the Board shall appoint—

- (i) three (3) persons representing the growers, after consultation with SAWGU;
- (ii) two (2) persons representing the manufacturers, after consultation with SAWEMA; and
- (iii) one (1) person representing the millers, after consultation with SAWBAS.

(b) The chairman of the Board shall be chairman of the committee.

13.2 The persons appointed to the committees in terms of clause 13.1(2), (3) and (4) need not necessarily be members of the Board, but no person other than a member of the Board shall be appointed a member of the committee referred to in clause 13.1(1).

13.3 Appointment of alternate member to committees.

(1) For every member appointed in terms of clause 13.1 (1) (a), 2 (a), 3 (a) and 4 (a), an alternate member shall be appointed: Provided that two alternate members shall be appointed to represent the one representative of SAWBAS appointed in terms of clause 13.1 (2) (a) (ii). Before making such appointment the Board shall consult SAWEMA in the case of alternate members representing the manufacturers, SAWBAS in the case of alternate members representing the millers and SAWGU in the case of alternate members representing the growers.

(2) When the Board appoints any other committee it may appoint persons eligible to serve as alternates to the members of such committee.

(ii) een (1) van die verteenwoordigers van die vervaardigers in klousule 4.1 (c) genoem; en

(iii) een (1) van die verteenwoordigers van die meulenaars in klousule 4.1 (d) genoem.

(b) Die voorsitter van die Raad is voorsitter van die Komitee.

(2) Bemerkingskomitee.

(a) Die Bemerkingskomitee bestaan uit nege (9) dele, van wie die Raad aanstel—

- (i) vyf (5) lede om die vervaardigers te verteenwoordig, na oorlegpleging met SAWEMA;
- (ii) een (1) lid om die meulenaars te verteenwoordig, na oorlegpleging met SAWBAS; en
- (iii) drie (3) lede om die kwekers te verteenwoordig, na oorlegpleging met SAWGU.

(b) Een van die lede van die Bemerkingskomitee wat lid van die Raad is, word deur die lede van die Bemerkingskomitee tot voorsitter daarvan verkies: Met dien verstande dat as geen lid van die Bemerkingskomitee lid van die Raad is nie, enige lid van die Bemerkingskomitee tot voorsitter verkies kan word.

(3) Kwekersbaskwotakomitee.

(a) Die Kwekersbaskwotakomitee bestaan uit vyftien (15) lede, van wie die Raad aanstel—

- (i) die Streekdirekteur van Bosbou, Pietermaritzburg, of die persoon wat as sodanig optree;
- (ii) agt (8) lede wat die kwekers verteenwoordig, na oorlegpleging met SAWGU;
- (iii) vier (4) lede wat die vervaardigers verteenwoordig, na oorlegpleging met SAWEMA; en
- (iv) twee (2) lede wat die meulenaars verteenwoordig, na oorlegpleging met SAWBAS.

(b) Een van die lede van die Kwekersbaskwotakomitee word deur die lede daarvan tot voorsitter verkies.

(4) Basprysformulekomitee.

(a) Die Basprysformulekomitee bestaan uit ses (6) lede, van wie die Raad aanstel—

- (i) drie (3) persone wat die kwekers verteenwoordig, na oorlegpleging met SAWGU;
- (ii) twee (2) persone wat die vervaardigers verteenwoordig, na oorlegpleging met SAWEMA; en
- (iii) een (1) persoon wat die meulenaars verteenwoordig, na oorlegpleging met SAWBAS.

(b) Die voorsitter van die Raad is voorsitter van die komitee.

13.2 Die persone wat ingevolge klousule 13.1 (2), (3) en (4) in die komitees aangestel word, hoef nie noodwendig lede van die Raad te wees nie, maar geen persoon wat nie 'n lid van die Raad is nie, word aangestel as lid van die komitee in klousule 13.1 (1) bedoel nie.

13.3 Aanstelling van plaasvervangende lede in komitees.

(1) Vir elke lid aangestel kragtens klousule 13.1 (1) (a), (2) (a), (3) (a) en (4) (a) moet 'n plaasvervangende lid aangestel word: Met dien verstande dat twee plaasvervangende lede aangestel moet word om die een verteenwoordiger van SAWBAS wat kragtens klousule 13.1 (2) (a) (ii) aangestel is, te verteenwoordig. Voordat die Raad so 'n aanstelling doen, moet die Raad SAWEMA raadpleeg in die geval van plaasvervangers wat die vervaardigers verteenwoordig, SAWBAS in die geval van plaasvervangers wat die meulenaars verteenwoordig en SAWGU in die geval van plaasvervangers wat die kwekers verteenwoordig.

(2) Wanneer die Raad enige ander komitee aanstel, kan hy persone aanstel wat bevoeg is om as plaasvervangers vir die lede van sodanige komitee te dien.

#### 14. Powers of the committees appointed by the Board.

The powers of the various committees appointed by the Board shall be as follows:

##### 14.1 Executive Committee.

To perform such functions as the Board may delegate to it.

##### 14.2 Marketing Committee.

(a) To perform all the Functions which it is obliged or entitled to perform in terms of this Agreement or the Act;

(b) To consider and co-ordinate the views of the various sections in so far as they are relevant to marketing, and to advise SAWBAS, SAWEMA and SAWGU on matters relating to marketing policy and conditions;

(c) to make representations to any person, body or authority on any matter affecting marketing, and to arrange for the representation of the industry on any such matter at any international or other conference: Provided that these powers shall be exercised only with the authority of the Board or, if the Board does not exercise the powers in this regard conferred upon it by clause 10 (f), save the power to amend or terminate this Agreement, and clause 10 (n), and only after the Chairman of the Board has been informed of the Marketing Committee's intention to exercise these powers;

(d) to arrange for such staff, accommodation and services as it thinks necessary to carry out its functions, on such terms as it thinks proper: Provided that the appointment of any person to the staff of the Marketing Committee shall, as to the remuneration payable, be subject to the approval of the Board;

(e) to make rules governing its own procedure;

(f) to appoint such subcommittees and to delegate to them such of its powers and on such conditions as it may decide; and

(g) to do all things necessary for the due exercise of its said powers.

##### 14.3 Growers' Bark Quota Committee.

(a) To perform all the functions which it is obliged or entitled to perform in terms of this Agreement;

(b) to arrange, with the approval of the Board, for such staff, accommodation and services as it thinks necessary to carry out its functions on such terms as it thinks proper and with power to make arrangements with the Board on such matter;

(c) to appoint one or more subcommittees, the majority of the members of which shall be nominees of SAWGU, to hear representations and undertake investigations and report thereon to the committee, except that any such subcommittee may be empowered to take a decision in matters specifically delegated to it by the Growers' Bark Quota Committee, in which case the decision shall be binding on the committee;

(d) to levy charges in respect of the issue of documents, with power to differentiate as it thinks proper with regard to such charges; and

(e) to do all other things necessary for the carrying out of its functions.

##### 14.4 Bark Price Formula Committee.

To investigate and make recommendations in regard to any changes in the basic formula set out in clause 27.

##### 14.5 Any other committee.

Such functions as the Board may by resolution delegate to the committee.

#### 14. Bevoegdheide van komitees aangestel deur die Raad.

Die bevoegdheide van die verskillende komitees aangestel deur die Raad is soos volg:

##### 14.1 Uitvoerende Komitee.

Om sodanige werksaamhede te verrig as wat die Raad aan die komitee delegeer.

##### 14.2 Bemerkingskomitee.

(a) Om al die werksaamhede te verrig wat hy ingevolge of kragtens hierdie Ooreenkoms of die Wet verplig of geregtig is om te verrig;

(b) om die sienswyse van die verskillende afdelings te oorweeg en te koördineer vir sover dit met bemerking verband hou, en om SAWBAS, SAWEMA en SAWGU van advies te dien oor sake rakende bemerkingsbeleid en -toestande;

(c) om vertoë te rig tot enige persoon, liggaam of owerheid oor enige saak rakende bemerking, en om die verteenwoordiging van die nywerheid oor so 'n saak op internasionale of ander konferensies te reël: Met dien verstande dat hierdie bevoegdheide uitgeoefen word slegs met die magtiging van die Raad of, indien die Raad nie sy bevoegdheide in hierdie verband, wat by klousule 10 (f), uitgesonderd die mag om hierdie Ooreenkoms te wysig of te beëindig, en by klousule 10 (n) aan hom verleen is, uitoefen nie, en slegs nadat die voorsitter van die Raad verwittig is van die Bemerkingskomitee se voorneme om hierdie bevoegdheide uit te oefen;

(d) om reëlins te tref vir sodanige personeel, akkommodasie en dienste as wat hy nodig ag om sy werksaamhede te kan verrig, volgens die bepalings wat hy dienstig ag: Met dien verstande dat die aanstelling van enige persoon in die personeel van die Bemerkingskomitee, wat betref die besoldiging wat betaalbaar is, aan die goedkeuring van die Raad onderworpe is;

(e) om sy eie prosedurereëls te maak;

(f) om sodanige onderkomitees aan te stel en aan hulle sodanige van sy bevoegdheide te delegeer en op sodanige voorwaardes as wat hy besluit; en

(g) om al die nodige te doen vir die behoorlike uitoefening van sy genoemde bevoegdheide.

##### 14.3 Kwekersbaskwotakomitee.

(a) Om al die werksaamhede te verrig wat hy kragtens hierdie Ooreenkoms verplig of geregtig is om te verrig;

(b) om met goedkeuring van die Raad reëlins te tref vir sodanige personeel, akkommodasie en dienste as wat hy nodig ag om sy werksaamhede te kan verrig, op die voorwaardes wat hy dienstig ag en met die bevoegdheid om met die Raad reëlins te tref aangaande sodanige sake;

(c) Om een of meer onderkomitees aan te stel waarvan die meerderheid van die lede benoemdes van SAWGU moet wees, om vertoë aan te hoor en ondersoek in te stel en daaroor aan die Komitee verslag te doen, behalwe dat aan so 'n onderkomitee die bevoegdheid verleen kan word om 'n besluit te neem in sake uitdruklik deur die Kwekersbaskwotakomitee aan hom gedelegeer en in dié geval is die besluit bindend vir die Komitee;

(d) om vorderings te hef ten opsigte van die uitreiking van dokumente, met die bevoegdheid om na goeddunke te differensieer met betrekking tot sodanige vorderings; en

(e) om al die nodige te doen vir die verrigting van sy werksaamhede.

##### 14.4 Basprysformulekomitee.

Om ondersoek in te stel na en aanbevelings te doen in verband met enige verandering in die basiese formule uiteengesit in klousule 27.

##### 14.5 Enige ander komitee.

Sodanige werksaamhede as wat die Raad by besluit aan die komitee delegeer.

15. *Notice of meetings.*

15.1 Notice of the meetings of the Board and of the committees shall specify the business to be transacted at the meetings and the time and place thereof, and the following minimum periods shall be requisite:

(a) For the Board, 14 days;

(b) for the Growers' Bark Quota Committee, 7 days;

(c) for any other committee, 48 hours: Provided that if it appears to the chairman of the Executive Committee or of the Marketing Committee or of the Bark Price Formula Committee, as the case may be, that the business to be transacted at any meeting is of an urgent nature, he may direct that a meeting be called, to deal with such business only, at less than 48 hours' notice.

## 15.2 Meetings shall be called as follows:

(a) Of the Board, by the chairman at such times as appear to him to be proper: Provided that normally not more than three months shall elapse between two successive meetings of the Board: Provided further that the chairman shall call a meeting of the Board if required so to do at any time by SAWEMA, SAWBAS or SAWGU;

(b) of the Executive Committee, by the chairman from time to time, as he thinks fit: Provided that any two members of the Executive Committee shall be entitled at any time to require the chairman to call a meeting of the Executive Committee;

(c) of the Growers' Bark Quota Committee, the Marketing Committee and the Bark Price Formula Committee, by the chairman of the committee concerned at such time as he thinks fit: Provided that any two members shall be entitled to require the chairman of the committee to call a meeting thereof.

15.3 Persons requiring a meeting to be called in terms of clause 15.2 shall state their reasons in writing, specifying the business which the meeting is to transact.

15.4 Where, in terms of clause 15.2, the chairman of the Board or of any committee is required to call a meeting, the chairman shall cause notice of that meeting to be given as soon as may be, and in any case within seven days of being called upon to do so.

15.5 Notice of meetings shall be given in writing to all members of the Board or the committee, as the case may be, and to all persons eligible to be their alternates in terms of clauses 4.2, 13.3 (1) and (2): Provided that verbal notice of the meetings of the Executive Committee and the Marketing Committee shall be sufficient if written notice cannot timeously be given.

15.6 Notice in writing shall be deemed to have been given to any member 48 hours after the posting thereof to his address, which address he shall in all cases give to the secretary.

15.7 The inadvertent omission to give notice of any meeting to any person entitled to receive notice thereof or the non-receipt of such notice shall not invalidate the proceedings of such meeting.

15.8 If the Chairman of the Board or of any committee is unable by reason of absence, illness, the vacation of his office or any other reason whatsoever to call a meeting, the Secretary of the Board or the committee in question shall call meetings as if he were the chairman thereof.

15.9 If SAWBAS, SAWEMA and SAWGU recommend that a meeting of the Board be held at shorter notice than is provided herein, such a meeting may be held at the notice so recommended, and telegraphic or telephonic notice thereof shall be sufficient notice.

15. *Kennisgewing van vergaderings.*

15.1 In die kennisgewings van die vergaderings van die Raad en van komitees moet uitdruklik vermeld word watter sake op die vergadering behandel moet word, asook die tyd en plek van die vergaderings; die volgende minimum tydperke word vereis:

(a) Vir die Raad, 14 dae;

(b) vir die Kwekersbaskwotakomitee, 7 dae;

(c) vir elke ander komitee, 48 uur: Met dien verstande dat as dit vir die Voorsitter van die Uitvoerende Komitee, die Bemerkingskomitee of die Basprysformulekomitee, na gelang van die geval, voorkom of die sake wat op 'n vergadering behandel moet word van dringende aard is, hy kan gelas dat 'n vergadering belê word om net sodanige sake te behandel, op kennisgewing van minder as 48 uur.

## 15.2 Vergaderings word soos volg belê:

(a) Van die Raad, deur die voorsitter op dié tye wat hy geskik ag: Met dien verstande dat daar normaalweg nie meer as drie maande tussen twee agtereenvolgende vergaderings van die Raad mag verloop nie: Voorts met dien verstande dat die voorsitter 'n vergadering van die Raad moet belê indien hy te eniger tyd deur SAWEMA, SAWBAS of SAWGU versoek word om dit te doen;

(b) van die Uitvoerende Komitee, deur die voorsitter van tyd tot tyd, na goeddunke: Met dien verstande dat enige twee lede van die Uitvoerende Komitee die reg het om die voorsitter te eniger tyd te versoek om 'n vergadering van die Uitvoerende Komitee te belê;

(c) van die Kwekersbaskwotakomitee, die Bemerkingskomitee en die Basprysformulekomitee, deur die voorsitter van die betrokke komitee op die tye wat hy geskik ag: Met dien verstande dat enige twee lede die reg het om die voorsitter van die komitee te versoek om 'n vergadering daarvan te belê.

15.3 Enige persoon of persone wat versoek dat 'n vergadering ooreenkomstig klousule 15.2 belê word, moet sy of hulle redes skriftelik vermeld en die sake spesifiseer wat die vergadering moet behandel.

15.4 Wanneer die Voorsitter van die Raad of van 'n komitee ooreenkomstig klousule 15.2 versoek word om 'n vergadering te belê, moet die voorsitter so spoedig moontlik, en in elk geval binne sewe dae nadat hy daartoe versoek is, kennis van die vergadering laat gee.

15.5 Kennis van vergaderings moet skriftelik gegee word aan alle lede van die Raad of die komitee, na gelang van die geval, en aan alle persone wat ingevolge klousules 4.2 en 13.3 (1) en (2) as hulle plaasvervangers kan optree: Met dien verstande dat mondelinge kennisgewing van die vergaderings van die Uitvoerende Komitee en die Bemerkingskomitee voldoende is indien skriftelike kennisgewing nie betyds kan geskied nie.

15.6 Skriftelike kennis word geag aan 'n lid gegee te wees 48 uur nadat die kennisgewing aan sy adres gepos is, welke adres hy in alle gevalle aan die sekretaris moet verstrek.

15.7 As per abuis nagelaat word om van 'n vergadering kennis te gee aan iemand wat daarop geregtig is om kennis te kry, of as sodanige kennisgewing nie ontvang word nie, word die verrigtinge van sodanige vergadering nie daardeur ongeldig gemaak nie.

15.8 As die Voorsitter van die Raad of van 'n komitee vanweë afwesigheid, siekte, die ontruiming van sy amp of om watter ander rede ookal nie in staat is om 'n vergadering te belê nie, belê die sekretaris van die Raad of die betrokke komitee vergaderings asof hy die voorsitter daarvan is.

15.9 Indien SAWBAS, SAWEMA en SAWGU aanbeveel dat 'n vergadering van die Raad op korter kennisgewing gehou word as dié wat hierin bepaal word, kan sodanige vergadering op die kennisgewing aldus aanbeveel, gehou word, en kennisgewing daarvan per telegram of per telefoon is dan voldoende.

## 16. Attendance of meetings.

16.1 If it appears to any member of the Board (other than the chairman) or to any member of the Marketing Committee, or of the Growers' Bark Quota Committee other than the person referred to in clause 13.1 (3) (a) (i) or to any member of any other committee (other than the Chairman of the Board) that such member may not be able to attend either the whole or any part of a particular meeting, or any meetings held during a particular period, he may by notice in writing to the secretary of the Board or of such committee, as the case may be, appoint a person to be his alternate either for that particular meeting or part thereof or for such period, who shall, subject to clause 17.2, be appointed from among the alternates in accordance with clauses 4.2 and 13.3: Provided that where no provision has been made for alternates a member of a committee may by notice in writing to the chairman or secretary of that committee appoint a person subject to the provisions of clause 5 hereof to be his alternate for the whole or part of a particular meeting which he is unable to attend: Provided further that the only persons eligible to serve as alternates to growers' representatives on the Board shall be those elected in the manner set out in section 2 (2) (e) (iv) of the Act.

16.2 Unless the member is present at such meeting or such part thereof, or for the whole or any part of such period, the alternate so appointed shall act as a member of the Board or committee in question at the meeting or part thereof, or during the period for which the member is absent, as fully as if such alternate had been originally elected or appointed or nominated as a member of the Board or committee in question, and shall be deemed to be a member and may himself appoint an alternate to act on his behalf in accordance with these provisions.

16.3 Any member of the Board or of any committee shall be entitled to be accompanied by not more than two observers or advisers who shall be entitled to attend the meeting but not to vote or, save on the invitation of the chairman, to address the meeting.

16.4 A person eligible to be an alternate may attend any meeting of the body in respect of which he is so eligible but may not vote or address the meeting unless entitled to do so under either clause 16.2 or 16.3.

16.5 A chairman of any committee, or any other person acting under authority of such committee but who is not a member of the Board, may attend any meeting of the Board whenever the report of this committee, submitted in terms of clause 22.5 or any other matter which concerns this committee, is discussed at that meeting of the Board, and he may address that meeting but may not vote.

## 17. Chairman and deputy chairman.

17.1 Except where otherwise provided in this Agreement each committee shall at its first meeting appoint one of its members to be chairman thereof, who shall hold office for one year: Provided that he shall retain such office until the committee concerned for the succeeding calendar year meets to appoint its chairman.

17.2 If the chairman is not present at any meeting of the Board or the Executive Committee or the Bark Price Formula Committee or if the office of chairman is vacant, the deputy chairman shall act in his place.

17.3 If the chairman of any other committee is not present at the meeting of the committee, the members present shall, subject to the provision contained in clause

## 16. Bywoning van vergaderings.

16.1 As dit vir enige lid van die Raad (uitgesonderd die voorsitter) of enige lid van die Bemerkingskomitee of van die Kwekersbaskwotakomitee [uitgesonderd die persoon genoem in klousule 13.1 (3) (a) (i) of vir enige lid van enige ander komitee (uitgesonderd die Voorsitter van die Raad] blyk dat sodanige lid moontlik nie 'n hele bepaalde vergadering of enige gedeelte daarvan, of enige vergaderings gehou gedurende 'n bepaalde tydperk, sal kan bywoon nie, kan hy by skriftelike kennisgewing aan die sekretaris van die Raad of van sodanige komitee, na gelang van die geval, iemand aanstel om as sy plaasvervanger op te tree of vir die bepaalde vergadering of gedeelte daarvan of vir sodanige tydperk, en dié persoon word, behoudens klousule 17.2, aangestel uit die plaasvervangende lede ooreenkomstig klousules 4.2 en 13.3: Met dien verstande dat waar geen voorsiening gemaak is vir plaasvervangers nie, 'n lid van 'n komitee by skriftelike kennisgewing aan die voorsitter of sekretaris van daardie komitee 'n persoon, behoudens die bepalinge van klousule 5 hiervan, kan aanstel om sy plaasvervanger te wees vir die hele of 'n gedeelte van die vergadering wat hy nie kan bywoon nie: Met dien verstande voorts dat die enigste persone wat bevoeg is om as plaasvervangers vir die verteenwoordigers van die kwekers in die Raad te dien, dié is wat verkies is op die wyse in artikel 2 (2) (e) (iv) van die Wet uiteengesit.

16.2 Tensy die lid op sodanige vergadering of sodanige gedeelte daarvan, of gedurende die hele sodanige tydperk of 'n gedeelte daarvan, teenwoordig is, tree die plaasvervanger aldus aangestel op die vergadering of gedeelte daarvan, of gedurende die tydperk wat die lid afwesig is, as lid van die Raad of betrokke komitee op in dieselfde volle mate asof sodanige plaasvervanger oorspronklik tot lid van die Raad of betrokke komitee verkies of aangestel of benoem is, en word geag 'n lid te wees, en kan op sy beurt self 'n plaasvervanger aanstel om ooreenkomstig hierdie bepalinge namens hom op te tree.

16.3 'n Lid van die Raad of van 'n komitee is daarop geregtig om vergesel te word deur hoogstens twee waarnemers of raadgevers, wat die reg het om die vergadering by te woon, maar nie om te stem of, behalwe op uitnodiging van die voorsitter, die vergadering toe te spreek nie.

16.4 Iemand wat bevoeg is om 'n plaasvervanger te wees, kan enige vergadering bywoon van die liggaam ten opsigte waarvan hy aldus bevoeg is, maar mag nie stem of die vergadering toespreek nie tensy hy daartoe geregtig is kragtens of klousule 16.2 of 16.3.

16.5 'n Voorsitter van 'n komitee, of iemand anders wat op gesag van sodanige komitee optree maar wat nie lid van die Raad is nie, kan 'n vergadering van die Raad bywoon wanneer die verslag van dié komitee, voorgelê ooreenkomstig klousule 22.5, of enige ander aangeleentheid wat dié komitee raak, op daardie vergadering van die Raad bespreek word, en hy kan die vergadering toespreek maar mag nie stem nie.

## 17. Voorsitter en adjunk-voorsitter.

17.1 Uitgesonderd waar hierdie Ooreenkoms anders bepaal, moet elke komitee op sy eerste vergadering een van sy lede aanwys as voorsitter daarvan, wat die amp een jaar lank beklee: Met dien verstande dat hy sodanige amp beklee totdat die betrokke komitee vir die daaropvolgende kalenderjaar byeenkom om sy voorsitter aan te wys.

17.2 As die voorsitter afwesig is van 'n vergadering van die Raad of die Uitvoerende Komitee of die Basprysformulekomitee of indien die voorsittersamp vakant is, neem die adjunk-voorsitter in sy plek waar.

17.3 As die voorsitter van 'n ander komitee nie op die vergadering van die komitee teenwoordig is nie, verkies die aanwesige lede, behoudens die bepaling van

13.1 (2) (b), elect a member to be chairman of the meeting, who shall, for that meeting, perform all the functions of chairman.

#### 18. *Quorum at meetings.*

18.1 Subject to clause 18.2 it shall be requisite for a quorum of the various bodies hereinbefore referred to that the following persons be present:

(a) For the Board, four growers' representatives, three manufacturers' representatives and one millers' representative;

(b) for the Marketing Committee, three of the members representing SAWEMA, two representing SAWGU and one representing SAWBAS;

(c) for the Growers' Bark Quota Committee, nine members of whom the majority shall be growers;

(d) for any other committee, such number as the Board may from time to time decide: Provided that the Board may lay down different quorums in respect of different classes of business.

18.2 If at any meeting of one of the above bodies there is not a quorum present within half an hour of the time stated for the commencement of the meeting, the meeting shall stand adjourned for the period provided in clause 18.3, unless the members present at the expiry of the said half hour unanimously decide to extend the period of half an hour to a further period not exceeding three hours. If a quorum is not present at the end of any such extended period, the meeting shall be adjourned for the period provided in clause 18.3. At any meeting adjourned in terms of this subclause, the members present at the time to which the meeting has been so adjourned shall form a quorum.

18.3 The period of adjournment referred to in clause 18.2 shall be decided by a majority of the number present at the expiry of the said period of half an hour or any extension thereof in terms of clause 18.2, but shall be not less than six hours in the case of the Marketing Committee and not less than seven days in the case of the Board or any other committee.

18.4 Any reference in this clause to a member shall be deemed to include a reference to his alternate appointed in terms of clauses 4.2, 13.3 (1) and 13.3 (2).

#### 19. *Voting at meetings.*

19.1 The chairman or the deputy chairman of the Board shall have no vote on the Board, the Executive Committee, the Bark Price Formula Committee or any other committee of which he may be chairman or deputy chairman, as the case may be.

19.2 Subject to clause 19.1, each member of the Board and of each of the committees mentioned herein shall have one vote at the meetings thereof.

19.3 Save as provided in clause 20.1 and 20.4, all questions shall be decided by a majority of votes of members present at the meeting of the Board or the committee, as the case may be. Voting shall be by show of hands or, if so required by any member before a vote by show of hand is taken, by secret ballot.

#### 20. *Controversial matters to be referred to the Minister.*

20.1 Where any matter other than a decision under clause 25.13 (4) has to be determined or decided by the Board or the Marketing Committee, the Chairman of the Board or the Marketing Committee, as the case may be, shall refer the matter to the Minister for decision—

(a) if there is an equality of votes;

klousule 13.1 (2) (b), 'n lid tot voorsitter van die vergadering, wat op daardie vergadering al die funksies van die voorsitter uitvoer.

#### 18. *Kworum op vergaderings.*

18.1 Behoudens klousule 18.2 hiervan, moet die volgende persone teenwoordig wees om 'n kworum van die verskillende voornoemde liggame te vorm:

(a) Vir die Raad, vier verteenwoordigers van die kwekers, drie verteenwoordigers van die vervaardigers en een verteenwoordiger van die meulenaars;

(b) vir die Bemakingskomitee, drie van die lede wat SAWEMA verteenwoordig, twee wat SAWGU verteenwoordig en een wat SAWBAS verteenwoordig;

(c) vir die Kwekersbaskwotakomitee, nege lede van wie die meerderheid kwekers moet wees;

(d) vir enige ander komitee, die getal waartoe die Raad van tyd tot tyd besluit: Met dien verstande dat die Raad verskillende kworums kan bepaal ten opsigte van verskillende klasse besigheid.

18.2 Indien daar op 'n vergadering van een van bogenoemde liggame nie 'n kworum teenwoordig is binne 'n halfuur na die tyd wat vir die begin van die vergadering aangegee is nie, word die vergadering uitgestel vir die tydperk in klousule 18.3 bepaal, tensy die aanwesige lede na verloop van genoemde halfuur eenparig besluit om die tydperk van 'n halfuur te verleng tot 'n verdere tydperk van hoogstens drie uur. As daar aan die einde van sodanige verlengde tydperk nog nie 'n kworum teenwoordig is nie, word die vergadering uitgestel vir die tydperk in klousule 18.3 bepaal. Op enige vergadering wat ooreenkomstig hierdie subklousule uitgestel is, maak die lede teenwoordig op die tyd waartoe die vergadering aldus uitgestel is, 'n kworum uit.

18.3 Oor die tydperk van uitstel genoem in klousule 18.2, word besluit deur 'n meerderheid van die getal lede teenwoordig na verloop van genoemde tydperk van 'n halfuur of 'n verlenging daarvan ooreenkomstig klousule 18.2, maar die tydperk moet minstens ses uur wees in die geval van die Bemakingskomitee en minstens sewe dae in die geval van die Raad of van 'n ander komitee.

18.4 Elke verwysing in hierdie klousule na 'n lid word geag 'n verwysing in te sluit na sy plaasvervanger aangestel ooreenkomstig klousules 4.2, 13.3 (1) en 13.3 (2).

#### 19. *Stemming op vergaderings.*

19.1 Die Voorsitter of die Adjunk-voorsitter van die Raad het geen stem in die Raad of die Uitvoerende Komitee, die Basprysformulekomitee of 'n ander komitee waarvan hy voorsitter of adjunk-voorsitter, na gelang van die geval, is nie.

19.2 Behoudens klousule 19.1, het elke lid van die Raad en van elk van die komitees hierin genoem, een stem tydens die vergaderings daarvan.

19.3 Uitgesonderd soos bepaal in klousule 20.1 en 20.4, word alle kwessies beslis met 'n meerderheid van stemme van lede teenwoordig op die vergadering van die Raad of die komitee, na gelang van die geval. Stemming geskied deur die opsteek van hande of, indien 'n lid aldus versoek voordat deur die opsteek van hande gestem word, per geheime stembriefie.

#### 20. *Aanvegbare sake word na Minister verwys.*

20.1 Waar daar oor enige saak, uitgesonderd 'n besluit ingevolge klousule 25.13 (4), deur die Raad of die Bemakingskomitee besluit of beslis moet word, verwys die Voorsitter van die Raad of die Bemakingskomitee, na gelang van die geval, die saak na die Minister vir beslissing—

(a) as daar 'n staking van stemme is; of

(b) if requested to do so by the majority of the representatives of growers, manufacturers or millers, if such majority was in the minority on the question voted upon: Provided that the chairman shall, before referring the matter to the Minister, request SAWGU, in the case of the growers, SAWEMA, in the case of the manufacturers, and SAWBAS, in the case of the millers, to submit their recommendations on the question, which recommendations he shall transmit to the Minister.

20.2 On being so requested the chairman shall refer the matter to the Minister, and no further discussion shall take place on the matter. The procedure for referring any such matter shall be as laid down by the Board.

20.3 Pending the decision of the Minister there shall be deemed to be no resolution on the matter: Provided that if the Minister has not given his decision within 48 hours of the time when the Chairman of the Marketing Committee was required to refer the matter, the said chairman may decide that the matter requires urgent action, and may rule that the resolution of the Marketing Committee be put into effect pending the decision of the Minister.

20.4 If there is an equality of votes on the question of the election of the chairman of the Marketing Committee or the Growers' Bark Quota Committee or any meeting thereof, the person having, in the case of the Marketing Committee, the majority of the votes of the representatives of SAWEMA, or in the case of the Growers' Bark Quota Committee, the majority of the votes of the representatives of SAWGU, shall be deemed to be elected.

#### 21. *Decisions by Minister on controversial matters.*

The decision of the Minister shall be deemed to be the decision of the Board or the Marketing Committee, as the case may be, but such decision shall not affect any action taken by virtue of the proviso to clause 20.3.

#### 22. *Records to be kept of meetings.*

22.1 The Board and each of the said committees shall cause records to be kept of the proceedings of its meetings.

22.2 The records of the Board shall be open for inspection at all reasonable times by members of the Board.

22.3 The records of each committee shall be open for inspection at all reasonable times by members of the committee, but by no other person.

22.4 Each committee shall cause a copy of the minutes of its meetings to be sent to the chairman of the Board, and may cause a copy or copies to be sent to any other committee. The recipient shall treat such copies as confidential and shall not, save with the consent of the committee concerned, disclose any part of the contents thereof to any other person.

22.5 Each committee shall cause its chairman or some other person authorised by it to report on its activities to each meeting of the Board: Provided that the Marketing Committee shall cause any confidential matters to be excluded from any such report.

22.6 Save as hereinbefore provided the proceedings of the meetings of each committee shall be confidential.

#### 23. *Remuneration of members of the Board and of committees.*

The remuneration of members of the Board, and of any committee, save those members who are in the full-time employ of the State, shall be fixed by the Board and approved by the Minister.

(b) indien daartoe versoek deur die meerderheid van die verteenwoordigers van die kwekers, vervaardigers of meulenaars, indien sodanige meerderheid in die minderheid was in verband met die kwessie waarvoor gestem is: Met dien verstande dat die Voorsitter, voordat hy die saak na die Minister verwys, SAWGU in die geval van die kwekers, SAWEMA in die geval van die vervaardigers en SAWBAS in die geval van die meulenaars, moet versoek om hulle aanbevelings oor die kwessie in te dien, welke aanbevelings hy dan aan die Minister stuur.

20.2 Wanneer hy aldus daartoe versoek word, verwys die Voorsitter die saak na die Minister, en geen verdere bespreking mag oor die saak plaasvind nie. Die prosedure vir die verwysing van sodanige saak word deur die Raad bepaal.

20.3 Tot tyd en wyl die beslissing van die Minister ontvang word, word geag dat daar geen besluit oor die saak geneem is nie: Met dien verstande dat as die Minister binne 48 uur na die tyd waarop die Voorsitter van die Bemerkingskomitee versoek is om die saak te verwys, nog nie sy beslissing gegee het nie, genoemde Voorsitter kan besluit dat die saak dringende optrede vergen en kan beslis dat aan die besluit van die Bemerkingskomitee uitvoering gegee word tot tyd en wyl die beslissing van die Minister ontvang word.

20.4 As daar 'n staking van stemme is oor die kwessie van die verkiesing van die Voorsitter van die Bemerkingskomitee of die Kwekersbaskwotakomitee of enige vergadering daarvan, word geag dat die persoon wat, in die geval van die Bemerkingskomitee, die meerderheid van die stemme van die verteenwoordigers van SAWEMA, of, in die geval van die Kwekersbaskwotakomitee, van die verteenwoordigers van SAWGU, gekry het, verkies is.

#### 21. *Beslissing van Minister oor aanvegbare sake.*

Die beslissing van die Minister word geag die besluit van die Raad of die Bemerkingskomitee, na gelang van die geval, te wees, maar sodanige beslissing raak geen optrede kragtens die voorbehoudsbepaling van klousule 20.3 nie.

#### 22. *Rekords moet van vergaderings gehou word.*

22.1 Die Raad en elk van genoemde komitees moet rekords laat hou van die verrigtinge van sy vergaderings.

22.2 Die rekords van die Raad moet te alle redelike tye vir insae deur lede van die Raad beskikbaar wees.

22.3 Die rekords van elke komitee moet te alle redelike tye vir insae deur lede van die komitee beskikbaar wees, maar nie deur ander persone nie.

22.4 Elke komitee moet 'n afskrif van die notule van sy vergaderings aan die Voorsitter van die Raad laat stuur, en kan 'n afskrif of afskrifte aan enige ander komitee laat stuur. Die ontvanger moet sodanige afskrifte as vertroulik behandel en mag nie, uitgesonderd met toestemming van die betrokke komitee, enige deel van die inhoud daarvan aan enige ander persoon openbaar maak nie.

22.5 Elke komitee moet sy voorsitter of iemand anders deur die komitee gemagtig oor sy werksaamhede laat verslag doen op elke vergadering van die Raad: Met dien verstande dat die Bemerkingskomitee vertroulike sake van sodanige verslag kan laat uitsluit.

22.6 Uitgesonderd soos in voorgaande bepaal, is die verrigtinge van die vergaderings van elke komitee vertroulik.

#### 23. *Vergoeding aan lede van die Raad en komitees.*

Die vergoeding aan lede van die Raad en komitees, uitgenome daardie lede wat in die voltydse diens van die Staat is, moet deur die Raad vasgestel en deur die Minister goedgekeur word.

#### 24. Centre of industry.

The offices of the Board and of the said committees and the central organisation and management of the said Board and committees shall be in Pietermaritzburg which shall, for the purpose of this Agreement, be regarded as the centre of the industry.

#### 25. Growers' Bark Quotas.

##### 25.1 Registration of land for quota purposes.

(1) Each grower shall cause to be registered with the Board the farm and the area of such farm which he has planted or proposes to plant with commercial wattle trees for the purpose of producing wattle bark. The whole farm so registered shall constitute the grower's quota land.

(2) Any grower, including an authority in respect of Bantu growers referred to in clause 25.8 (3), shall be entitled to have registered—

(a) as his quota land the farm, or in the case of an authority in respect of Bantu growers the designated area, upon which his plantation area referred to in clause 25.1 (2) (b) was situated at the dates therein referred to; and

(b) as his plantation area—

(i) the whole area of any land which he as at 29 June 1962 had planted as aforesaid; and

(ii) as much of any other land that he had planted as aforesaid before that date (but not before 1 October 1960) as the Board may approve.

(3) Any person contemplating to register quota land shall be entitled to apply for a provisional registration by submitting an application on a form prescribed by the Growers' Bark Quota Committee. Upon acceptance of the application, the applicant shall be advised in writing of the acceptance of the application and that the final registration shall be effected when the applicant, or his successor(s) in title, submits a surveyor's plan depicting and certifying the wattle areas established in accordance with Notice R. 606, dated 1 May 1963 and an application to transfer the basic bark quota acquired by the applicant in accordance with clause 25.3.

(4) Any extension of or change in the quota land or new quota land shall be registered only if the Board in its discretion thinks it proper to do so, subject to clause 25.3 (6).

(5) Each piece of land having a separate description in respect of the registration of the title to that land in any deeds registry shall be registered as a separate piece of quota land unless one or more of the said pieces of land are consolidated as a farm unit in terms of clause 25.1 (6). If the said pieces are so consolidated the farm unit shall be registered as one piece of quota land.

(6) Pieces of land having a separate description as aforesaid may be so consolidated as a farm unit on the application of an owner holding the said pieces of land if the Growers' Bark Quota Committee is satisfied that the separate pieces of land are in fact farmed and managed as one farm unit.

(7) Separate farms or farm units may be consolidated as a management unit for the purpose of the grant of an annual quota only if any person holding such farms or farm units applies to the Growers' Bark Quota Committee for consolidation of the annual quota in respect of such farms or farm units and if the said committee is satisfied that the aforesaid farms or farm units are—

(a) in fact farmed and managed as one unit; and

#### 24. Setel van die nywerheid.

Die kantore van die Raad en van genoemde komitees en die sentrale organisasie en bestuur van genoemde Raad en komitees is in Pietermaritzburg wat vir doeleindes van hierdie Ooreenkoms as die setel van die nywerheid beskou word.

#### 25. Kwekersbaskwotas.

##### 25.1 Registrasie van grond vir kwotadoeleindes.

(1) Elke kweker moet die plaas en die oppervlakte van sodanige plaas as wat hy met kommersiële wattle-bome beplant het of voornemens is om te beplant vir die produksie van wattlebas, by die Raad laat registreer. Die hele plaas aldus geregistreer, maak die kweker se kwotagrond uit.

(2) Enige kweker, insluitende 'n owerheid ten opsigte van Bantoekwekers in klousule 25.8 (3) bedoel, het die reg om te laat registreer—

(a) as sy kwotagrond, die plaas of, in die geval van 'n owerheid ten opsigte van Bantoewerkers, die aangeduide oppervlakte van sy plantasies bedoel in klousule 25.1 (2) (b) op die datum wat daarin genoem word; en

(b) as sy plantasie-oppervlakte—

(i) die hele oppervlakte van enige grond wat hy op 29 Junie 1962 soos voornoem beplant het; en

(ii) soveel ander grond as wat hy soos voormeld voor dié datum, maar nie voor 1 Oktober 1960 nie beplant het, met die goedkeuring van die Raad.

(3) Enige persoon wat beoog om kwotagrond te registreer, is daarop geregtig om om voorlopige registrasie aansoek te doen deur die indiening van 'n aansoek op 'n vorm deur die Kwekersbaskwotakomitee voorgeskryf. By aanvaarding van die aansoek word die aansoeker skriftelik in kennis gestel van die aanvaarding van die aansoek en dat die finale registrasie sal geskied wanneer die aansoeker of sy opvolger(s) in titel 'n landmetersplan indien waarop die wattlegebiede wat ooreenkomstig Goewermentskennissgewing R. 606 van 1 Mei 1963 gevestig is, getoon en gesertifiseer word, asook 'n aansoek om die oordrag van die basiese baskwota wat die aansoeker ooreenkomstig klousule 25.3 verkry het.

(4) 'n Vergroting of verandering van die kwotagrond of nuwe kwotagrond word geregistreer slegs indien die Raad dit goedvind, behoudens klousule 23.3 (6).

(5) Elke stuk grond met 'n aparte beskrywing ten opsigte van die registrasie van die eiendomsreg op die grond by 'n aktekantoor word as 'n aparte stuk kwotagrond geregistreer, tensy een of meer van genoemde stukke grond as 'n plaaseenheid ooreenkomstig klousule 25.1 (6) gekonsolideer is. Indien genoemde stukke aldus gekonsolideer is, word die plaaseenheid as een stuk kwotagrond geregistreer.

(6) Stukke grond met 'n aparte beskrywing soos voormeld, kan aldus as 'n plaaseenheid gekonsolideer word wanneer 'n eienaar in wie se besit genoemde stukke grond is, daarom aansoek doen, indien die Kwekersbaskwotakomitee daarvan oortuig is dat die aparte stukke grond inderdaad as een plaaseenheid bewerk en bestuur word.

(7) Aparte plase of plaaseenhede kan as 'n bestuurs-eenheid gekonsolideer word vir die toekenning van 'n jaarkwota slegs indien 'n persoon in wie se besit dit is, om konsolidasie van die jaarkwota ten opsigte van sodanige plase of plaaseenhede aansoek doen by die Kwekersbaskwotakomitee en genoemde Komitee daarvan oortuig is dat genoemde plase of plaaseenhede—

(a) inderdaad as een eenheid bewerk en bestuur word; en

(b) held by one person, either as the owner of the lessee under a lease of at least nine years (excluding any possible renewal period), or by some other right as referred to in clause 25.2 (2).

(8) If the said pieces are so consolidated in terms of clause 25.1 (7) the management unit shall, for the said purpose only, be regarded as one piece of quota land and one annual quota permit only shall be issued in respect thereof.

(9) The Board shall cause a register to be kept of quota land, basic bark quotas, and the names of the holders thereof and shall cause to be registered all changes in the holding of any basic bark quota, whether as regards the holder thereof, the land in respect of which it is held, or the tonnage thereof.

## 25.2 Allocation of basic bark quotas.

(1) There shall be allocated to—

(a) an authority in respect of Bantu growers participating in block annual quotas referred to in clause 25.8 (3), and

(b) every other grower;

a basic bark quota in respect of each piece of quota land. The basic bark quota shall be a tonnage related to the annual potential production of the land in question as determined by the Growers' Bark Quota Committee. Such determination shall be on a equitable basis, having due regard to the registered plantation area, the methods of silviculture adopted and any other matters considered relevant by the said committee.

(2) The basic bark quota shall be allocated to the grower holding the quota land in question at the time of the allocation of the basic bark quota, whether the grower holds the said land as the owner or as the lessee or by some other right entitling the grower to occupation or possession of the said land.

(3) Upon allocating the said basic bark quotas, the Growers' Bark Quota Committee shall forthwith, on behalf of the Board, notify the grower to whom such basic bark quota has been allocated by means of a basic bark quota certificate. The said committee may, with the approval of the Board, impose conditions in granting such basic bark quota: Provided that such conditions shall be uniform and apply to all growers to whom basic bark quotas have been allocated.

## 25.3 Transfer or sale of basic bark quotas and annual bark quotas.

(1) The basic bark quota allocated in respect of any land shall not be transferred to any other land without the consent of the Board. Such consent shall be given if the basic bark quota has been dealt with in accordance with the provisions of clauses 25.3 (2) to 25.3 (5).

(2) Any person desiring to dispose of any basic bark quota held by him in respect of quota land owned by him may dispose of it to any other holder of a basic bark quota in respect of quota land of which such other holder is the owner at a price mutually agreed upon by the parties to the transaction. At no time shall the total basic bark quota allocated to a purchaser in respect of his original allocation and the total additional acquired basic bark quota exceed two hundred per cent of the tonnage of the original potential of his quota land referred to in clause 25.2 (1).

(3) Notwithstanding the provisions of clause 25.4, it shall be competent for the lessee of any registered quota land to purchase a basic bark quota from another grower

(b) dit in die besit is van een persoon of as eienaar of as huurder kragtens 'n huurkontrak van minstens nege jaar (met uitsluiting van 'n moontlike hernuwingstermyn), of kragtens 'n ander reg in klousule 25.2 (2) bedoel.

(8) Indien genoemde stukke aldus ooreenkomstig klousule 25.1 (7) gekonsolideer is, word die bestuurseenheid slegs vir genoemde doel as een stuk kwotagrond beskou en slegs een jaarkwota word ten opsigte daarvan uitgereik.

(9) Die Raad moet 'n register van kwotagrond, basiese baskwotas en die name van die houters daarvan laat hou en moet alle veranderinge in die hou van 'n basiese baskwota, hetsy ten opsigte van die houer daarvan, die grond ten opsigte waarvan dit gehou word of die tonnemaat daarvan, laat aanteken.

## 25.2 Toewysing van basiese baskwotas.

(1) 'n Basiese baskwota word aan—

(a) 'n owerheid ten opsigte van Bantoekekers wat deel het aan 'n blokjaarkwota in klousule 25.8 (3) genoem; en

(b) elke ander kweker;

toegeken ten opsigte van elke stuk kwotagrond. Die basiese baskwota is 'n tonnemaat in verhouding tot die jaarlikse potensiele produksie van die betrokke grond soos deur die Kwekersbaskwotakomitee bepaal. Sodanige bepaling moet op 'n billike grondslag geskied, met behoorlike inagneming van die geregistreerde plantasiooppervlakte, die boskultuurmetodes gevolg en enige ander aangeleenthede wat genoemde Komitee ter sake ag.

(2) Die basiese baskwota word toegeken aan die kweker in wie se besit die betrokke grond is ten tyde van die toekenning van die basiese baskwota, ongeag of die kweker genoemde grond as eienaar of as huurder in besit het of kragtens 'n ander reg wat aan die kweker die bevoegdheid verleen om genoemde grond te okkupeer of te besit.

(3) By die toekenning van genoemde basiese baskwotas stel die Kwekersbaskwotakomitee die kweker aan wie sodanige basiese baskwota toegeken is, onverwyld namens die Raad deur middel van 'n basiese baskwotasertifikaat in kennis. Genoemde Komitee kan, met die goedkeuring van die Raad, voorwaardes stel by die toekenning van sodanige basiese baskwotas: Met dien verstande dat sodanige voorwaardes eenvormig moet wees en op alle kwekers aan wie basiese baskwotas toegeken is, van toepassing moet wees.

## 25.3 Oordrag of verkoop van basiese baskwotas en jaarbaskwotas.

(1) Die basiese baskwota wat ten opsigte van 'n bepaalde stuk grond toegeken is, mag nie sonder die toestemming van die Raad op ander grond oorgedra word nie. Sodanige toestemming moet verleen word as die basiese baskwota ooreenkomstig die bepalings van klousule 25.3 (2) tot (5) behandel is.

(2) Enige persoon wat wil afstand doen van 'n basiese baskwota wat deur hom gehou word ten opsigte van kwotagrond waarvan hy die eienaar is, kan dit van die hand sit aan enige ander houer van 'n basiese baskwota ten opsigte van kwotagrond waarvan sodanige ander houer die eienaar is, teen 'n prys waarop die partye by die transaksie onderling ooreengekom het. Op geen tyd-stip mag die totale basiese baskwota wat aan 'n koper toegeken is ten opsigte van sy oorspronklike toekenning en die totale bykomende verkree basiese baskwota tweehonderd persent van die tonnemaat van die oorspronklike potensiaal van sy kwotagrond genoem in klousule 25.2 (1), oorskry nie.

(3) Ondanks die bepalings van klousule 25.4 is dit vir die huurder van enige geregistreerde kwotagrond geoorloof om tydens die huurtermyn 'n basiese baskwota van

or growers during the period of lease, on the same terms and conditions as are applicable to owners of quota land as provided in clause 25.3 (2), and prior to the expiry of the lease he shall be permitted to dispose of the basic bark quota so purchased to any other grower, or alternatively to make application for its transfer to any other registered quota land leased or owned by him.

(4) Where the whole of the basic bark quota of a piece of quota land has been disposed of, the registration of that quota land shall be cancelled and that piece of quota land shall not thereafter be registered as quota land without the special authority of the Board.

(5) Growers who are parties to a transaction in the purchase and sale of basic bark quotas in terms of clauses 25.3 (2) and (3) shall make application for the registration of the transaction and the transfer of the basic bark quota on a form prescribed by the Growers' Bark Quota Committee and subject to such conditions as may be determined by the Board from time to time.

(6) Where a grower holds more than one piece of quota land he may, with the consent of the Board, transfer the whole, or such part as the Board may approve, of the basic bark quota held in respect of one piece of quota land to any other piece of quota land held by him: Provided that—

(a) for the purposes of this clause the Board may regard land held by a partnership of which a grower is a member or by a company in which a grower has an interest which the Board is satisfied is sufficiently substantial as being held by the grower;

(b) where the whole of the basic bark quota of a piece of quota land is transferred, the registration of that quota land shall be cancelled and that piece of quota land shall not thereafter be registered as quota land without the special authority of the Board; and

(c) before acting in terms of this subclause the Board shall consider any recommendation made by the Growers' Bark Quota Committee.

(7) Subject to the provisions of clause 25.5 (1), a grower may transfer the whole or any portion of his annual bark quota to any other person, upon which the transferee shall become the holder of the annual bark quota or the part transferred and shall, in respect of those clauses dealing with annual bark quotas, *mutatis mutandis* be deemed to be the grower.

#### 25.4 Surrender of basic bark quotas.

Upon the expiry of a lease or any other temporary right of occupation or possession of land in respect of which a basic bark quota is held, the lessee or holder of such right shall surrender to the Growers' Bark Quota Committee the basic bark quota allocated in respect of the said quota land. Any person entitled to the possession or ownership of the said land may thereupon apply for the said basic bark quota in respect of the said land and the said committee may grant any such application: Provided that the lessor or owner of the said land shall have a prior right in respect of the said quota. If no such application is made within two years of the expiry of the said lease or right, the Growers' Bark Quota Committee may cancel the basic bark quota held in respect of the said land.

#### 25.5 Cancellation of basic bark quotas and appeals against quotas.

(1) The Growers' Bark Quota Committee may, after giving the grower an opportunity of being heard, cancel any basic bark quota held by him in respect of which

'n ander kweker of kwekers aan te koop onderworpe aan dieselfde bepalings en dieselfde voorwaardes as wat op eienaars van kwotagrond kragtens klousule 25.3 (2) van toepassing is, en voordat die huurtermyn verstryk, word hy toegelaat om die aldus aangekoopte basiese baskwota aan enige ander kweker van die hand te sit, of anders om aansoek te doen om die oordrag daarvan op enige ander geregistreerde kwotagrond wat deur hom gehuur of besit word.

(4) Waar die hele basiese baskwota van 'n stuk kwotagrond van die hand gesit is, moet die registrasie van daardie kwotagrond ingetrek word en daardie stuk kwotagrond mag nie daarna sonder spesiale goedkeuring van die Raad as kwotagrond geregistreer word nie.

(5) Kwekers wat partye is by 'n transaksie vir die koop en verkoop van basiese baskwotas ingevolge klousule 25.3 (2) en (3), moet aansoek doen om die registrasie van die transaksie en die oordrag van die basiese baskwota op 'n vorm wat deur die Kwekersbaskwotakomitee voorgeskryf word en op sodanige voorwaardes as wat die Raad van tyd tot tyd bepaal.

(6) Waar 'n kweker meer as een stuk kwotagrond in sy besit het, kan hy, met toestemming van die Raad, die hele basiese baskwota, of die gedeelte daarvan wat die Raad goedkeur, wat hy hou ten opsigte van een stuk kwotagrond, oordra op enige ander stuk kwotagrond in sy besit: Met dien verstande dat—

(a) die Raad vir doeleindes van hierdie klousule grond in besit van 'n vennootskap waarvan 'n kweker lid is of van 'n maatskappy waarin 'n kweker 'n belang het waaromtrent die Raad oortuig is dat dit substansiële genoeg is, kan beskou as deur die kweker besit te word;

(b) waar die hele basiese baskwota van 'n stuk kwotagrond oorgedra word, die registrasie van dié kwotagrond ingetrek word en dié stuk kwotagrond daarna nie sonder die spesiale goedkeuring van die Raad as kwotagrond geregistreer mag word nie; en

(c) die Raad, voordat hy ooreenkomstig hierdie subklousule optree, enige aanbeveling moet oorweeg wat deur die Kwekersbaskwotakomitee gedoen word.

(7) Behoudens die bepalings van klousule 25.5 (1) kan 'n kweker sy hele jaarlikse baskwota of 'n gedeelte daarvan aan enige persoon oordra, en die oordragnemer word hierop die houer van die baskwota of die gedeelte oorgedra en hy word geag die kweker te wees ten opsigte van daardie klousules, *mutatis mutandis*, wat op jaarlikse kwotas betrekking het.

#### 25.4 Prysgewing van basiese baskwotas.

By die verstryking van 'n huurkontrak of die verval van enige ander tydelike reg van okkupering of besit van grond ten opsigte waarvan 'n basiese baskwota gehou word, moet die huurder of houer van sodanige reg die basiese baskwota wat ten opsigte van genoemde kwotagrond toegeken is, aan die Kwekersbaskwotakomitee afstaan. Enige persoon wat die besit- of eiendomsreg op genoemde grond het, kan daarna om genoemde basiese baskwota ten opsigte van genoemde grond aansoek doen en genoemde Komitee kan sodanige aansoek toestaan: Met dien verstande dat die verhuurder of eienaar van genoemde grond 'n voorraangsreg ten opsigte van genoemde kwota het. Indien geen sodanige aansoek binne twee jaar na die verstryking van genoemde huurkontrak of die verval van genoemde reg gedoen word nie, kan die Kwekersbaskwotakomitee die basiese baskwota intrek wat ten opsigte van genoemde grond gehou word.

#### 25.5 Intrekking van basiese baskwotas en appèlle teen kwotas.

(1) Die Kwekersbaskwotakomitee kan, nadat hy die kweker die geleentheid gebied het om aangehoor te word, 'n basiese baskwota deur hom gehou ten opsigte waarvan

no wattle bark has been delivered for three consecutive seasons from the quota land to which such basic bark quota has been allocated.

(2) Any decision, allocation or action by the Growers' Bark Quota Committee in terms of this clause shall be subject to reconsideration and appeal in accordance *mutatis mutandis* with clause 25.13 (1) to (4) hereof.

25.6 Estimate of annual tonnages of wattle bark required for processing.

(1) At least one month before the beginning of the season, after such enquiries and investigations as they think requisite have been made by the persons making the estimates and after discussion of the proposed estimates before the Marketing Committee, SAWEMA shall estimate the tonnage of extract required to be manufactured during the ensuing season. The estimate of the tonnage of extract shall be the sum of the tonnage of solid extract and the tonnage of powdered extract expressed as solid extract on the basis that 84 tons of powdered extract are equal to 95 tons of solid extract. SAWBAS shall estimate the tonnage of milled dry bark required during the ensuing season. SAWEMA and SAWBAS shall immediately report the estimates to the Marketing Committee, which Committee shall have the right to revise such estimates.

(2) When the Marketing Committee has considered and finalised the estimates referred to in clause 25.6 (1) hereof it shall forthwith inform the Board, the Growers' Bark Quota Committee, SAWEMA and SAWBAS thereof.

25.7 Determination of annual bark quotas for growers.

(1) At least two months before the commencement of any season the Growers' Bark Quota Committee shall take steps to make such investigations as it deems fit, and to cause to be submitted to it information, in such form as it may decide, with regard to all relevant matters pertaining to the allocation to growers individually of annual bark quotas for the ensuing season, including in particular the areas of registered quota land of trees of different ages.

(2) Upon receipt of the estimates prepared in terms of clause 25.6 (1), the Growers' Bark Quota Committee shall cause them to be converted to estimates of undried bark and thus arrive at the total of annual bark quotas for the growers to deliver during the ensuing season.

(3) The estimate of undried bark shall be determined by applying an extraction ratio, expressed to three decimal places, to the estimated tonnage of extract. This extraction ratio shall be as determined by the Marketing Committee and shall be the relationship between the total intake of bark in terms of undried bark and the total tonnage of extract produced, expressed as solid extract, by all the factories during the season preceding the season to which the estimates are relevant.

(4) The estimate of the tonnage of milled dry bark shall be converted to undried bark on the basis that six tons of dry bark equal ten tons of undried bark.

(5) By applying the said factors the Growers' Bark Quota Committee shall arrive at the total annual bark quota for growers to deliver during the ensuing season.

25.8 Allocation of annual bark quotas to growers.

(1) After collecting the said information and at, or as soon as possible after, the commencement of the season the Growers' Bark Quota Committee shall allocate to growers individually, including any processor who produces wattle bark, annual bark quotas in accordance with the provisions of this clause.

(2) An annual bark quota shall be allocated to each holder of a basic bark quota who applies for an annual bark quota before 30 June and on the form prescribed

geen wattelbas van die kwotagrond waaraan die basiese baskwota toegewys is, drie agtereenvolgende seisoene gelewer is nie, intrek.

(2) 'n Besluit, toekenning of handeling deur die Kwekersbaskwotakomitee ooreenkomstig hierdie klousule is onderworpe aan heroorweging en appél ooreenkomstig klousule 25.13 (1) tot (4) hiervan, *mutatis mutandis*.

25.6 Raming van die jaarlikse tonnemaat wattelbas wat vir verwerking nodig is.

(1) Minstens een maand voor die begin van die seisoen, nadat die persone wat die ramings opstel die navrae en ondersoeke gedoen het wat hulle nodig ag, en na bespreking van die voorgestelde ramings voor die Bemerkingskomitee, moet SAWEMA die tonnemaat ekstrak raam wat gedurende die volgende seisoen vervaardig moet word. Die raming van die tonnemaat ekstrak is die som van die tonnemaat soliede ekstrak en die tonnemaat verpoeierde ekstrak, uitgedruk as soliede ekstrak op die basis dat 84 ton verpoeierde ekstrak gelyk is aan 95 ton soliede ekstrak. SAWBAS moet die tonnemaat gemaalde droë bas raam wat gedurende die volgende seisoen nodig is. SAWEMA en SAWBAS moet onmiddellik die ramings aan die Bemerkingskomitee rapporteer, welke Komitee die reg het om sodanige ramings te hersien.

(2) Wanneer die Bemerkingskomitee die ramings in klousule 25.6 (1) hiervan bedoel oorweeg en gefinaliseer het, moet hy die Raad, die Kwekersbaskwotakomitee, SAWEMA en SAWBAS onmiddellik daarvan verwittig.

25.7 Vasstelling van jaarlikse baskwotas vir kwekers.

(1) Minstens twee maande voor die aanvang van 'n seisoen moet die Kwekersbaskwotakomitee stappe doen om dié ondersoeke in te stel, en inligting in dié vorm waartoe hy besluit aan hom te laat voorlê, in verband met alle sake wat betrekking het op die toekenning aan individuele kwekers van jaarbaskwotas vir die volgende seisoen, insluitende in die besonder die oppervlaktes wat bome van verskillende ouderdomme op geregisteerde kwotagrond beslaan.

(2) By ontvangs van die ramings wat kragtens klousule 25.6 (1) gemaak moet word, laat die Kwekersbaskwotakomitee hulle omreken tot ramings van ongedroogde bas en verkry sodoende die totaal van jaarbaskwotas vir die kwekersafdeling van die nywerheid vir die volgende seisoen.

(3) Die raming van ongedroogde bas moet bepaal word deur die toepassing van die ekstrakverhouding, uitgedruk tot drie desimale, op die beraamde tonnemaat ekstrak. Hierdie ekstrakverhouding is soos bepaal deur die Bemerkingskomitee en is die verhouding tussen die totale inname bas uitgedruk as ongedroogde bas en die totale tonnemaat ekstrak, uitgedruk as soliede ekstrak, geproduseer deur al die fabriek gedurende die seisoen wat die seisoen waarop die ramings van toepassing is, voorafgaan.

(4) Die raming van die tonnemaat van gemaalde droë bas moet omgerekend word tot ongedroogde bas deur ses ton droë bas te beskou as gelykstaande aan 10 ton ongedroogde bas.

(5) Deur die toepassing van genoemde faktore kom die Kwekersbaskwotakomitee uit op die totale jaarbaskwota vir die kwekersafdeling van die nywerheid vir die volgende seisoen.

25.8 Toewysing van jaarbaskwotas aan kwekers.

(1) Nadat die Kwekersbaskwotakomitee genoemde inligting ingewin het en aan of so spoedig moontlik na die begin van die seisoen, ken hy aan individuele kwekers, met inbegrip van verwerkers wat wattelbas produseer, jaarbaskwotas toe ooreenkomstig die bepalings van hierdie klousule.

(2) 'n Jaarbaskwota word aan elke houer van 'n basiese baskwota toegeken wat voor 30 Junie, en wel op die vorm deur genoemde Komitee voorgeskryf, om 'n jaarbaskwota

by the said committee: Provided that the said committee may in its discretion entertain and grant an application for an annual bark quota made otherwise than in the said manner or at the said time: Provided further that if the said committee entertains an application under the first proviso to this subclause it may, if it grants the application, make such reduction as to it seems proper in the annual bark quota that would otherwise have been granted.

(3) The annual bark quota shall be arrived at by the application to each basic bark quota of a uniform percentage determined by the said committee: Provided that the annual bark quota in respect of Bantu growers shall be allocated as a block quota on the same basis to the Department of Bantu Administration and Development or any other person or authority for allocation among individual Bantu growers by the said Department or other person or authority to whom the aforesaid block quota is allocated: Provided further that—

(a) the said committee may allocate such tonnage as it thinks proper—

(i) to any provincial administration or Government department or the South African Railways and Harbours Administration or any local authority to provide for the delivery of bark from land expropriated;

(ii) as an annual bark quota for any other purpose specifically authorised by the Board;

(b) if before the allocation of the said annual bark quota it appears to the said committee that a grower will be unable to supply from his quota land sufficient bark of a satisfactory quality to meet his annual bark quota it may make such reduction in the said grower's annual bark quota as to it appears equitable.

#### 25.9 Issuing of annual bark quota permits.

(1) The Growers' Bark Quota Committee shall, upon allocating the said annual bark quotas, forthwith on behalf of and with the approval of the Board in writing by means of annual bark quota permits inform the persons to whom such quotas have been allocated of the quotas allocated to them. Annual bark quotas shall be expressed in tons of undried bark and permits shall be issued subject to such conditions as the Board may approve from time to time: Provided that such conditions shall be uniform and shall apply to all growers to whom annual bark quotas have been allocated.

(2) Subject to the provisions of clause 25.8 no bark shall be delivered for processing except under an annual quota permit issued in respect of a basic bark quota.

#### 25.10 Adjustment of erroneous quotas.

If at any time it appears to the Growers' Bark Quota Committee that any quota, whether a basic bark quota, an annual bark quota or a supplementary annual bark quota, allocated either before or after the coming into operation of this clause is or was erroneous or ought to be adjusted, whether by reason of the furnishing of incorrect information by any person or any miscalculation or misunderstanding or the adjustment of any other quota, or from any other cause of any nature whatsoever, it shall have the power forthwith and without prior notice to adjust any such bark quota, on a basis appearing to it to be equitable, either by way of increase, reduction, cancellation or in any other manner. The bark quota as adjusted shall be deemed to be the bark quota allocated.

#### 25.11 Growers unable to deliver bark quota.

In the event of a grower being unable to deliver the tonnage of bark or portion stated in his annual bark quota permit owing to circumstances beyond his control, he shall be entitled to apply for the revalidation of the permit

aansoek doen: Met dien verstande dat genoemde Komitee na goeddunke 'n aansoek om 'n jaarbaskwota wat op 'n ander manier of tyd as voornoem gedoen is, kan oorweeg en toestaan: Voorts met dien verstande dat indien genoemde Komitee 'n aansoek ooreenkomstig die eerste voorbehoudsbepaling van hierdie subklousule oorweeg, hy, indien hy dit toestaan, die jaarbaskwota wat anders toegeken sou gewees het, na goedvinde kan verminder.

(3) Die jaarbaskwota word verkry deur op elke basiese baskwota 'n eenvormige persentasie toe te pas wat deur genoemde Komitee bepaal word: Met dien verstande dat die jaarbaskwota ten opsigte van Bantoekekers aan die Departement van Bantoe-administrasie en -ontwikkeling of 'n ander persoon of owerheid op dieselfde grondslag as 'n blokkwota toegeken moet word vir toewysing aan individuele Bantoekekers deur genoemde Departement of ander persoon of owerheid aan wie genoemde blokkwota toegewys is: Met dien verstande voorts dat—

(a) genoemde Komitee die tonnemaat wat hy goedvind, kan toeken—

(i) aan enige provinsiale administrasie of Staatsdepartement of die Suid-Afrikaanse Spoorweg- en Hawe-administrasie of 'n plaaslike owerheid om voorsiening te maak vir die lewering van bas van onteiene grond af;

(ii) as 'n jaarbaskwota vir 'n ander doel waarvoor uitdruklik deur die Raad magtiging verleen is;

(b) indien dit voor die toekenning van genoemde jaarbaskwota vir genoemde Komitee blyk dat 'n kweker nie in staat sal wees om van sy kwotagrond voldoende bas van 'n bevredigende gehalte om aan sy jaarbaskwota te voldoen, te lewer nie, hy sodanige vermindering in genoemde kweker se jaarbaskwota kan aanbring as wat hy billik ag.

#### 25.9 Uitreiking van jaarbaskwotapermitte.

(1) Die Kwekersbaskwotakomitee moet by die toekenning van genoemde jaarbaskwotas onmiddellik, namens en met die goedkeuring van die Raad, die persoon aan wie sodanige kwotas toegeken is, skriftelik deur middel van 'n jaarbaskwotapermit verwittig van die kwotas aan hom toegeken. Jaarbaskwotas word uitgedruk in ton ongedroogde bas en permitte word uitgereik op die voorwaardes wat die Raad van tyd tot tyd goedkeur: Met dien verstande dat sodanige voorwaardes eenvormig moet wees en vir alle kwekers moet geld aan wie jaarbaskwotas toegeken is.

(2) Behoudens die bepalings van klousule 25.8 mag geen bas vir verwerking gelewer word nie, uitgesonderd kragtens 'n jaarlikse kwotapermit uitgereik ten opsigte van 'n basiese baskwota.

#### 25.10 Regstelling van foutiewe kwotas.

Indien dit te eniger tyd vir die Kwekersbaskwotakomitee blyk dat 'n kwota, hetsy 'n basiese baskwota, 'n jaarbaskwota of 'n aanvullende jaarbaskwota wat of voor of na die inwerkingtrede van hierdie klousule toegeken is, foutief is of was of gewysig behoort te word, hetsy weens die verstrekking van onjuiste inligting deur enige persoon of 'n foutiewe berekening of misverstand of die wysiging van 'n ander kwota, of om watter rede ook al, is hy bevoeg om onverwyld en sonder kennisgewing vooraf sodanige baskwota te wysig op 'n grondslag wat hy billik ag, by wyse van vermeerdering, vermindering, intrekking of op enige ander manier. Die baskwota, soos gewysig, word geag die toegekende baskwota te wees.

25.11 Kwekers wat nie in staat is om baskwotas te lewer nie.

In die geval waar 'n kweker as gevolg van omstandighede buite sy beheer nie in staat is om die tonnemaat bas of 'n gedeelte vermeld in sy jaarbaskwotapermit te lewer nie, is hy daarop geregtig om voor 30 November elke jaar aansoek te doen om die hergeldigmaking van die permit

for the ensuing season before 30 November each year. The Growers' Bark Quota Committee may grant such application subject to such terms and conditions as it may deem fit and equitable.

#### 25.12 Supplementary and emergency quotas.

(1) At such stages in the season as to them appear to be convenient, SAWEMA and SAWBAS shall respectively decide to what extent the tonnages estimated in terms of clause 25.6 (2) are likely to be exceeded during the season, and shall notify any supplementary estimates to the Marketing Committee, which shall have the right to revise such estimates: Provided that the Marketing Committee shall have the right, on its own initiative, to increase such estimates.

(2) The Marketing Committee shall forthwith inform the Growers' Bark Quota Committee and the Board of the supplementary estimates and the Growers' Bark Quota Committee shall forthwith, by applying the factors set forth in clause 25.7 (3) and (4), convert the supplementary estimates to a supplementary annual bark quota which, together with any additional quantity required by reason of shortage due to drought, pests or other causes, shall be allocated to individual growers as supplementary annual bark quotas. In allocating supplementary annual bark quotas the Committee shall take into account all relevant factors and shall act as it in its discretion deems equitable. Clause 25.8, 25.9, 25.10 and 25.13 shall apply with respect to supplementary annual bark quotas.

(3) In the case of an emergency, the committees referred to in clause 25.12 (2) may allocate to any manufacturer, miller or grower such bark quota as seems proper: Provided that any extract produced or disposed of, any bark milled or disposed of or any bark delivered to a processor, shall be taken into account in allocating the annual bark quotas for the following season.

#### 25.13 Dissatisfaction with basic or annual bark quotas.

(1) Any person dissatisfied with any bark quota may within 30 days of the date of the notification of the decision of the committee, notify the secretary of the Growers' Bark Quota Committee that he is dissatisfied with the allocation and requires the matter to be reconsidered.

(2) The Growers' Bark Quota Committee shall on behalf of the Board reconsider the matter and shall have the power either to vary or to confirm its previous allocation, and shall inform the person concerned of its decision.

(3) Any person dissatisfied with the decision referred to in clause 25.13 (2) may within 30 days of the date of the notification thereof give notice in writing to the secretary of the Board and to the secretary of the said committee that he requires the matter to be referred to the Board.

(4) If a notification is given in terms of clause 25.13 (3), the matter shall be referred to the Board, which shall hear representations with regard to the said allocation. Unless the Board decides to vary the decision of the Growers' Bark Quota Committee given under clause 25.13 (2) the said decision shall be final. If the Board decides to vary the said decision the allocation shall be as decided by the Board.

#### 25.14 Prohibition on delivery, processing or acceptance.

(1) Bark delivered under any annual bark quota shall be either undried bark or dry bark, as may be agreed by the person making and the person taking delivery, and the equivalent tonnage of dry bark of an annual bark quota shall be determined by applying the conversion factor set out in clause 25.7 (4).

(2) No grower shall deliver for processing bark in excess of his annual bark quota, including any supplementary quantity allocated as aforesaid: Provided that for the

vir die daarop volgende seisoen. Die Kwekersbaskwotakomitee kan sodanige aansoek toestaan onderworpe aan sodanige bepalings en sodanige voorwaardes as wat hy billik en goed ag.

#### 25.12 Bykomende en noodtoestandkwotas.

(1) In sodanige stadiums gedurende die seisoen as wat vir hulle gerieflik blyk, moet SAWEMA en SAWBAS onderskeidelik besluit in welke mate die tonnemaat geraam ooreenkomstig klousule 25.6 (2) waarskynlik gedurende die seisoen oorskry sal word, en die Bemerkingskomitee verwittig van enige aanvullende ramings, welke Komitee die reg het om sodanige ramings te hersien: Met dien verstande dat die Bemerkingskomitee, op eie inisiatief, die reg het om sodanige ramings te verhoog.

(2) Die Bemerkingskomitee moet die Kwekersbaskwotakomitee en die Raad onmiddellik van die aanvullende ramings in kennis stel, en die Kwekersbaskwotakomitee moet onmiddellik, deur die faktore genoem in klousule 25.7 (3) en (4) toe te pas, die aanvullende ramings tot 'n aanvullende jaarbaskwota omreken, wat tesame met enige bykomende hoeveelheid wat nodig is vanweë 'n tekort as gevolg van droogte, plaas of ander oorsake, aan individuele kwekers toegeken moet word as aanvullende jaarbaskwotas. By die toekenning van aanvullende jaarbaskwotas moet die Komitee alle faktore wat ter sake is, in aanmerking neem en handel soos hy dit billik ag. Klousule 25.8, 25.9, 25.10 en 25.13 is van toepassing op aanvullende jaarbaskwotas.

(3) In 'n noodgeval kan die komitees in klousule 25.12 (2) genoem, aan 'n vervaardiger, meulenaar of kweker 'n baskwota toeken wat geskik lyk: Met dien verstande dat enige ekstrak geproduseer of van die hand gesit, enige bas gemaal of van die hand gesit of enige bas aan 'n verwerker gelever, in aanmerking geneem moet word by die toekenning van die jaarbaskwotas vir die eersvolgende seisoen.

#### 25.13 Ontevredenheid met basiese of jaarbaskwotas.

(1) Enige persoon wat met 'n baskwota ontevrede is, kan binne 30 dae na die datum van kennisgewing van die Komitee se besluit, die sekretaris van die Kwekersbaskwotakomitee in kennis stel dat hy ontevrede is met die toekenning en verlang dat die saak herooreweg word.

(2) Die Kwekersbaskwotakomitee moet namens die Raad die saak herooreweg en het die bevoegdheid om sy vorige toekenning of te wysig of te bevestig, en moet die betrokke persoon van sy beslissing verwittig.

(3) Enigeen wat ontevrede is met die beslissing in klousule 25.13 (2) genoem, kan binne 30 dae na die datum van mededeling daarvan skriftelik aan die sekretaris van die Raad en aan die sekretaris van genoemde Komitee kennis gee dat hy verlang dat die saak na die Raad verwys word.

(4) Indien kennis ooreenkomstig klousule 25.13 (3) gegee word, word die saak na die Raad verwys, wat verhoor met betrekking tot genoemde toekenning moet aanhoor. Tensy die Raad besluit om die beslissing van die Kwekersbaskwotakomitee kragtens klousule 25.13 (2) gegee, te wysig, is genoemde beslissing finaal. As die Raad besluit om genoemde beslissing te wysig, is die toekenning soos deur die Raad besluit.

#### 25.14 Verbod op lewering, vervaardiging of aanvaarding.

(1) Bas gelever ingevolge 'n jaarbaskwota moet of ongedroogde of gedroogde bas wees soos ooreengekom deur die persoon wat die bas lewer en die persoon wat dit ontvang, en die gelykstaande tonnemaat droë bas van 'n jaarbaskwota moet bepaal word deur die omrekeningsfaktor voorgeskryf in klousule 25.7 (4) toe te pas.

(2) Geen kweker mag vir verwerking meer bas lewer nie as sy jaarbaskwota met inbegrip van enige aanvullende hoeveelheid toegeken soos voornoem: Met dien verstande

purpose of this Agreement it shall not be a breach of the Agreement if the deliveries exceed the bark quota by 20 per cent or 5 tons, whichever is the lesser.

(3) A processor who is himself a grower shall not cause to be processed more bark produced by himself than the amount of his bark quota.

(4) No processor shall accept from any person any bark unless such person is entitled to deliver the same under a bark quota permit held by him.

## 26. Processors' sales quotas.

### 26.1 Determination of extract and bark sales quotas.

(1) As and when it may be necessary, the manufacturers shall fix a tonnage of wattle extract available for sale as between themselves, which tonnage is hereinafter referred to as an "extract sales quota". Each manufacturer shall be entitled to sell the undermentioned percentage of each extract sales quota issued:

|                                                    | Per cent       |
|----------------------------------------------------|----------------|
| The Natal Tanning Extract Co. Ltd.....             | 56,635         |
| The Natal Chemical Syndicate Ltd.....              | 21,000         |
| The Comec Mimosa Extract Co. Ltd.....              | 10,140         |
| The Union Co-operative Bark and Sugar Co. Ltd..... | 12,225         |
|                                                    | <u>100,000</u> |

(2) As and when it may be necessary, the millers shall fix a tonnage of wattle bark available for sale as between themselves, which tonnage is hereinafter referred to as a "bark sales quota". Each miller shall be entitled to sell the undermentioned percentage of each bark sales quota issued:

|                                               | Per cent      |
|-----------------------------------------------|---------------|
| Sweco (Pty) Ltd.....                          | 7,60          |
| Bark Sales (Pty) Ltd.....                     | 18,50         |
| Pan African Wattle Corporation (Pty) Ltd..... | 12,90         |
| A.J.J. Wattle Co. (Pty) Ltd.....              | 7,00          |
| Union Co-operative Bark & Sugar Co. Ltd.....  | 39,75         |
| G. D. Burger.....                             | 14,25         |
|                                               | <u>100,00</u> |

### 26.2 Prohibitions on sale of extract or milled bark.

(1) (a) No manufacturer shall sell more extract than the amount of his percentage of the extract sales quota referred to in clause 26.1 (1).

(b) No miller shall sell more bark than the amount of his percentage of the bark sales quota referred to in clause 26.1 (2).

(2) For the purpose of this Agreement it shall not be a breach of the Agreement if the quantities set out in clause 26.2 (1) (a) are exceeded by an amount of less than one half per cent or 5 tons or, in the case of clause 26.2 (1) (b), one half per cent or 25 tons, whichever is the greater: Provided that the provisions of this paragraph may be varied with the approval of the Board on the unanimous recommendation of SAWEMA or SAWBAS, as the case may be.

(3) No processor shall dispose of extract or bark save by way of sale.

(4) Any conditional sale entered into shall be deemed to be a sale only when the conditions are fulfilled.

(5) Notwithstanding the provisions of clause 26.2 (1) (a) and (b), SAWEMA and SAWBAS may lay down conditions relating respectively to manufacturers and millers providing for the extent to which any quota may be exceeded and the adjustment to any subsequent quota by reason of any quota having been exceeded or by reason of any shortfall below any quota.

dat dit vir doeleindes van hierdie Ooreenkoms nie 'n skending van die Ooreenkoms is indien afleverings die baskwota met 20 persent of 5 ton, welke ook al die minste is, oorskry nie.

(3) 'n Verwerker wat self 'n kweker is, mag nie meer bas deur homself geproduseer, laat verwerk as die hoeveelheid van sy baskwota nie.

(4) Geen verwerker mag van enige persoon bas aanneem nie tensy sodanige persoon daarop geregtig is om sodanige bas te lewer kragtens 'n baskwota wat deur hom gehou word.

## 26. Verwerkers se basverkoopkwotas.

### 26.1 Bepaling van ekstrak- en basverkoopkwotas.

(1) Wanneer nodig, stel die vervaardigers onderling 'n tonnemaat wattlekstrak vas wat deur hulle verkoop kan word, welke tonnemaat hieronder 'n "ekstrakverkoopkwota" genoem word. Elke vervaardiger is daarop geregtig om ondergenoemde persentasies van elke ekstrakverkoopkwota uitgereik, te verkoop:

|                                                    | Persent        |
|----------------------------------------------------|----------------|
| The Natal Tanning Extract Co. Ltd.....             | 56,635         |
| The Natal Chemical Syndicate Ltd.....              | 21,000         |
| The Comec Mimosa Extract Co. Ltd.....              | 10,140         |
| The Union Co-operative Bark and Sugar Co. Ltd..... | 12,225         |
|                                                    | <u>100,000</u> |

(2) Wanneer nodig, stel die meulenaars onderling 'n tonnemaat wattlebas vas wat vir verkoop beskikbaar is, welke tonnemaat hieronder 'n "basverkoopkwota" genoem word. Elke meulenaar is daarop geregtig om ondergenoemde persentasies van elke basverkoopkwota uitgereik, te verkoop:

|                                                | Persent       |
|------------------------------------------------|---------------|
| Sweco (Pty) Ltd.....                           | 7,60          |
| Bark Sales (Pty) Ltd.....                      | 18,50         |
| Pan African Wattle Corporation (Pty) Ltd.....  | 12,90         |
| A.J.J. Wattle Co. (Pty) Ltd.....               | 7,00          |
| Union Co-operative Bark and Sugar Co. Ltd..... | 39,75         |
| G. D. Burger.....                              | 14,25         |
|                                                | <u>100,00</u> |

### 26.2 Verbod op die verkoop van ekstrak of gemaalde bas.

(1) (a) Geen vervaardiger mag meer ekstrak verkoop nie as die hoeveelheid van sy persentasie van die ekstrakverkoopkwota genoem in klousule 26.1 (1).

(b) Geen meulenaar mag meer bas verkoop nie as die hoeveelheid van sy persentasie van die basverkoopkwota genoem in klousule 26.1 (2).

(2) Vir doeleindes van hierdie Ooreenkoms is dit nie 'n skending van die Ooreenkoms nie indien die hoeveelheid bepaal in klousule 26.2 (1) (a) oorskry word met 'n hoeveelheid van minder as 'n halfpersent of vyf ton of, in die geval van klousule 26.2 (1) (b), 'n halfpersent of 25 ton, watter ook al die meeste is: Met dien verstande dat die bepalings van hierdie paragraaf met die goedkeuring van die Raad op die eenparige aanbeveling van SAWEMA of SAWBAS, na gelang van die geval, verander kan word.

(3) Geen verwerker mag ekstrak of bas wegdoen behalwe by wyse van verkoop nie.

(4) Enige voorwaardelike verkoop wat aangegaan word, word geag 'n verkoop te wees slegs wanneer die voorwaardes nagekom word.

(5) Ondanks die bepalings van klousule 26.2 (1) (a) en (b) kan SAWEMA en SAWBAS voorwaardes stel met betrekking tot onderskeidelik vervaardigers en meulenaars, waarby voorsiening gemaak word vir die mate waarin 'n kwota oorskry kan word en vir die aansuiwering van 'n latere kwota vanweë die oorskryding van 'n kwota of omdat 'n volle kwota nie gelewer is nie.

(6) If any processor exceeds his quota in accordance with conditions referred to in clause 26.2 (5), such excess shall be deemed not to be a contravention of clause 26.2 (1) (a) or (b), as the case may be.

(7) In selling any processed wattle bark product, manufacturers and millers, subject to clause 26.2 (8), shall sell on conditions (including those relating to price) laid down by SAWEMA or SAWBAS, as the case may be, and on no conditions in conflict or inconsistent with such conditions.

(8) If the Marketing Committee decides that SAWEMA or SAWBAS has laid down or proposes to lay down conditions or has taken or proposes to take any steps that will detrimentally affect the industry as a whole it may, after informing SAWEMA or SAWBAS, as the case may be, vary such conditions or set aside or nullify such steps, in which case the steps shall be deemed not to have been taken or the conditions as varied shall be deemed to be the conditions laid down by SAWEMA or SAWBAS, as the case may be, but with effect only from the coming into effect of the resolution of the Marketing Committee or such later date as the resolution may specify, but no such resolution shall affect any agreement entered into or anything done before the date when it became effective.

(9) Manufacturers and millers shall have the right to cause their products to be sold under their own marks or trade names or under any other marks or trade names which they may legally adopt.

(10) Manufacturers shall market their products through their own agents and selling organisations unless the contrary is agreed to by all manufacturers.

(11) Millers shall sell their products through their existing central selling organisation or in such other manner as may be provided by SAWBAS.

(12) Notwithstanding the fact that he may have an extract sales quota, no manufacturer shall sell extract save in accordance with regulations laid down by SAWEMA providing for the allocation of sales to its members in proportion to their quotas but in such quantities as it may from time to time decide, and providing for the periodic proportional equalisation of sales by members.

(13) The Marketing Committee shall be entitled at all times to require SAWEMA or SAWBAS to submit to the Marketing Committee any information which the said committee may require and which is relevant to the quantity of extract manufactured or bark milled or the disposal of extract or bark by any manufacturer or miller, but excluding information regarding trade secrets or technical data relevant only to the internal organisation of the undertaking of any processor.

## 27. Determination of wattle bark prices.

27.1 The formula for the prices to be paid according to grade for wattle bark shall be the relation between—

(a) the prices as agreed by SAWGU, SAWBAS and SAWEMA in terms of Annexure I hereto and incorporating changes agreed upon in terms of clause 27.1 (b) and (c) as at 1 September 1974, as set out in Annexures II and III; and

(b) the net free on board return of R41,09 per ton in respect of pressed bark: Provided that any change in that figure as agreed upon by SAWGU and SAWBAS shall be attended by such variation in the bark price as will result in growers and millers sharing such change in a 3:1 ratio; and

(6) Indien 'n verwerker sy kwota oorskry ooreenkomstig voorwaardes genoem in klousule 26.2 (5), word sodanige oorskryding geag geen oortreding van klousule 26.2 (1) (a) of (b), na gelang van die geval, te wees nie.

(7) Wanneer vervaardigers en meulenaars 'n verwerkte wattelbasproduk verkoop, moet hulle, behoudens klousule 26.2 (8), verkoop op voorwaardes (met inbegrip van dié wat op pryse betrekking het) vasgestel deur SAWEMA of SAWBAS, na gelang van die geval, en op geen voorwaardes strydig of onbestaanbaar met sodanige voorwaardes nie.

(8) Indien die Bemerkingskomitee besluit dat SAWEMA of SAWBAS voorwaardes vasgestel het of voornemens is om dit vas te stel, of stappe gedoen het of voornemens is om dit te doen, wat die nywerheid as geheel nadelig sal tref, kan hy, nadat hy SAWEMA of SAWBAS, na gelang van die geval, daarvan in kennis gestel het, sodanige voorwaardes wysig of sodanige stappe ter syde stel of ongeldig maak; in dié geval word die stappe geag nie gedoen te gewees het nie of word die voorwaardes soos gewysig, geag die voorwaardes te wees wat deur SAWEMA of SAWBAS, na gelang van die geval, vasgestel is, maar slegs met ingang van die datum van inwerkingtreding van die besluit van die Bemerkingskomitee of 'n later datum wat in die besluit gespesifiseer word, maar geen sodanige besluit raak enige ooreenkoms aangaan of enigiets gedoen voor die datum waarop dit in werking getree het nie.

(9) Vervaardigers en meulenaars het die reg om hulle produkte te laat verkoop onder hulle eie handelsmerke of handelsname of onder enige ander handelsmerke of handelsname wat hulle wetlik kan aanneem.

(10) Vervaardigers bemark hulle produkte deur hulle eie agente en verkooporganisasies, tensy al die vervaardigers anders ooreenkom.

(11) Meulenaars verkoop hulle produkte deur hulle bestaande sentrale verkooporganisasie of op 'n ander wyse deur SAWBAS bepaal.

(12) Ondanks die feit dat hy moontlik 'n ekstraverkoopkwota het, mag geen vervaardiger ekstrak verkoop nie uitgesonderd ooreenkomstig regulasies deur SAWEMA voorgeskryf waarby voorsiening gemaak word vir die toekenning van verkope aan sy lede in verhouding tot hulle kwotas, maar in die hoeveelhede waarop hy van tyd tot tyd besluit, wat voorsiening maak vir die periodieke proporsionele gelykstelling van verkope deur lede.

(13) Die Bemerkingskomitee is te alle tye daarop geregtig om van SAWBAS of SAWEMA te verlang om enige inligting aan die Bemerkingskomitee voor te lê wat dié Komitee verlang betreffende die hoeveelheid bas gemaak of ekstrak vervaardig of die van die hand sit van ekstrak of bas deur 'n vervaardiger of meulenaar, maar uitgesonderd inligting betreffende handelsgeheime of tegniese gegewens wat slegs op die interne organisasie van die onderneming van 'n verwerker betrekking het.

## 27. Vasstelling van wattelbaspryse.

27.1 Die formule vir die pryse wat volgens graad vir wattelbas betaal word, is die verhouding tussen—

(a) die pryse soos ooreengekom deur SAWBAS, SAWEMA en SAWGU ingevolge Bylae I hiervan en insluitende wysigings waarop ooreengekom is ingevolge klousule 27.1 (b) en (c) soos op 1 September 1974, uiteengesit in Bylae II en III; en

(b) ten opsigte van geperste bas, 'n netto vry-aanboordopbrengs van R41,09 per ton: Met dien verstande dat enige verandering in dié syfer soos ooreengekom tussen SAWEMA en SAWGU gepaard gaan met sodanige aanpassing van die prys van bas as wat tot gevolg sal hê dat vervaardigers en kwekers sodanige aanpassing in 'n 3:1-verhouding deel; en

(c) the net free on board return applicable to a gross free on board price of R110,23 per ton in respect of extract: Provided that any change in the figure of R110,23 as agreed upon between SAWGU and SAWEMA shall be attended by such variation in the bark prices as will result in growers and manufacturers sharing the net free on board return applicable to any such change in a 3:1 ratio.

27.2 The sharing of any change referred to in clause 27.1 (c) shall be determined in accordance with the following procedure:

(a) At the commencement of each season or on such other date as may be agreed between SAWEMA and SAWGU a provisional bark price shall be calculated according to the ratio of  $3\frac{1}{3}$  tons of undried bark to 1 ton of solid extract and such provisional price or prices shall be paid to growers delivering bark to extract manufacturers during each season or during such other period as may have been agreed between SAWEMA and SAWGU;

(b) within 60 days of the termination of each season or such other period as may have been agreed upon, all extract manufacturers to whom bark has been delivered shall lodge with the secretary of the Board a return in the form set out in Annexure IV of this Agreement, which return shall reflect a final bark price based on the ratio of the actual tonnage of bark purchased to the actual tonnage of solid extract produced during each season or such other period as may have been agreed upon;

(c) any differential between the provisional bark price referred to in clause 27.2 (a) and the final bark price reflected in such returns shall be applied to all bark purchased by each extract manufacturer during each season or such other period as may have been agreed upon and each extract manufacturer shall be obliged to pay to or shall be entitled to receive from an account to be known as the Agterskot Suspense Account the total amount of such resultant price differential;

(d) The Agterskot Suspense Account shall be for the account of SAWGU and shall be maintained under the control and management of the Board.

The manner in which and the time at which contributions to or withdrawals from the said account shall be made, together with such other matters as may arise from time to time, shall be determined by agreement between SAWEMA and SAWGU and, failing agreement thereon, the same shall be finally determined by the Board.

27.3 Should the provisional bark prices for any season differ from the prices set out in the attached Annexures II and III in terms of clause 27.1 (b) and (c), particulars of such changed prices shall be published in the *Gazette*.

27.4 The prices of average grade dried bark at extract factories and bark mills shall be the prices of average grade undried bark at factory and mill multiplied by 10 over six.

27.5 The price differential between the three grades of bark shall be 10 per cent of the basic Durban price of average grade bark and shall be applied to the price of average grade bark at extract factories and bark mills.

27.6 Nothing herein contained shall preclude SAWGU from using accruals on the 3:1 ratio arising from earnings by processors in excess of the agreed net free on board return for extract and pressed bark, as provided in clause 27.1 (b) and (c), arising from variable prices in markets (commonly known as flexible selling), for the benefit of growers collectively or as contributions to any fund established in the interests of the industry as a whole.

(c) ten opsigte van ekstrak, die netto vry-aan-boord-opbrengs van toepassing op 'n bruto vry-aan-boord-prys van R110,23 per ton: Met dien verstande dat enige verandering in hierdie syfer van R110,23 soos tussen SAWEMA en SAWGU ooreengekom, gepaard gaan met sodanige aanpassing van die baspryse as wat tot gevolg sal hê dat vervaardigers en kwekers die netto vry-aan-boordopbrengs voortspruitende uit sodanige verandering in 'n 3:1-verhouding deel.

27.2 Die verdeling van enige verandering in klousule 27.1 (c) bedoel, word bepaal volgens die volgende prosedure:

(a) By die aanvang van elke seisoen of op sodanige ander datum as waarop ooreengekom word tussen SAWEMA en SAWGU, word 'n voorlopige basprys bereken volgens die verhouding van  $3\frac{1}{3}$  ton ongedroogde bas tot een ton soliede ekstrak, en sodanige voorlopige prys of pryse moet betaal word aan die kwekers wat bas aan ekstrakvervaardigers gedurende elke seisoen lower of gedurende sodanige ander periode as waarop tussen SAWEMA en SAWGU ooreengekom is;

(b) binne 60 dae na afloop van elke seisoen of sodanige ander periode soos ooreengekom, moet alle ekstrakvervaardigers aan wie bas gelever is, 'n opgawe aan die sekretaris van die Raad indien in die vorm uiteengesit in Bylae IV van hierdie Ooreenkoms, welke opgawe 'n finale basprys toon, gegrond op die verhouding van werklike tonnemaat bas gekoop tot die werklike tonnemaat soliede ekstrak vervaardig gedurende elke seisoen of sodanige ander periode as waarop ooreengekom is;

(c) enige verskil tussen die voorlopige basprys in klousule 27.2 (a) hiervan bedoel en die finale basprys aangedui in sodanige opgawes, moet toegepas word op alle bas gekoop deur elke ekstrakvervaardiger gedurende elke seisoen of sodanige ander periode as waarop ooreengekom is en elke ekstrakvervaardiger is verplig om te betaal aan, of is daarop geregtig om te ontvang uit, 'n rekening wat bekend staan as die Agterskotafwagrekening, die totale bedrag van sodanige resulterende prysverskil;

(d) die Agterskotafwagrekening is vir die rekening van SAWGU en word gehou onder die beheer en bestuur van die Raad. Die wyse waarop en die tyd wanneer bydraes aan of onttrekkings uit genoemde Rekening gemaak word, tesame met sodanige ander sake as wat van tyd tot tyd opduik, word bepaal deur ooreenkoms tussen SAWEMA en SAWGU, en indien eenstemmigheid daaroor nie bereik kan word nie, word dit finaal deur die Raad bepaal.

27.3 Indien die voorlopige baspryse vir enige seisoen verskil van die pryse uiteengesit in die aangehegte Bylae II en III ingevolge klousule 27.1 (b) en (c), word besonderhede van sodanige veranderde pryse in die *Staatskoerant* gepubliseer.

27.4 Die pryse van gedroogde bas van gemiddelde graad by ekstrakfabrieke en basmeulens is die pryse van ongedroogde bas van gemiddelde graad by fabriek en meul, vermenigvuldig met 10 oor ses.

27.5 Die prysverskil tussen die drie grade bas is 10 persent van die basiese Durbanse prys van bas van gemiddelde graad en word toegepas op die bas van gemiddelde graad by ekstrakfabrieke en basmeulens.

27.6 Niks hierin vervat, belet SAWGU om bedrae wat volgens die 3:1-verhouding aan hom toegeval het uit verdienstes deur verwerkers bo en behalwe die ooreengekome netto vry-aan-boordopbrengs vir ekstrak en geperste bas, soos bepaal in klousule 27.1 (b) en (c), as gevolg van veranderlike pryse op marke (algemeen bekend as buigsame verkoping), tot voordeel van kwekers gesamentlik of as bydraes tot enige fonds ingestel in belang van die nywerheid as geheel, te gebruik nie.

*28. Delivery of bark.*

28.1 All bark shall be delivered to a mill or factory by rail and/or road at the option and at the expense in the first instance of the person delivering the same and at times agreed with the processor which shall as far as possible provide for delivery rateably over the season: Provided that the provisions of this clause shall not affect any right of any person to be reimbursed for the whole or any portion of the expenses of delivery which such person would otherwise have incurred.

28.2 Unless otherwise agreed beforehand, the processor shall be entitled to reject any bark tendered to him and shall be entitled to recover from the person tendering such bark any expense incurred as a result of such tender.

28.3 The mass of any bark tendered for acceptance to a processor shall be determined and the bark shall be graded according to prevailing grading regulations as soon as possible after its arrival at the mill or factory, and in any event not later than 24 hours after such arrival, excluding any time when the mill or factory is closed.

28.4 If the mass of any bark consigned by rail has not been determined, the mass per truck shall be deemed to be the average mass, per comparable truck, of the previous three trucks received from that consignor.

28.5 Subject to clause 28.4, the mass shall be as determined at the assized mass-measuring bridge either at the factory or at any depot or other place at which the processor takes delivery if there is such mass-measuring bridge at such depot or place.

28.6 All bark accepted by a processor from a grower shall be deemed to have been delivered by the grower to the processor pursuant to a contract of sale on the terms set forth in this Agreement, and the grower shall receive payment accordingly.

*29. Grading of wattle bark.*

29.1 The grade shall be determined by the processor's grader, save that the person tendering the bark may also have the grade determined by the Government Bark Inspector simultaneously, but independently, in which case such Inspector's grading shall be the final grade. The expense of such Inspector's grading shall be borne by the grower if the Inspector's grading is the same as or lower than the processor's grading. Otherwise the processor shall bear such expense.

29.2 As soon as may be, and in any case within two working days after the grading by the processor's grader, the processor shall issue a receipt to the grower, which receipt shall state the mass and grade of the bark as determined in accordance with this Agreement.

*30. Payment for bark.*

Unless otherwise agreed with the grower, the processor shall pay the grower for bark delivered to such processor during any calendar month, not later than the 20th of the following month.

*31. Levies.*

31.1 A levy to be fixed in respect of each season by the Board shall be imposed to provide funds for the industry, to be utilised by the Board for the purposes authorised by this Agreement and the Act.

31.2 The Board, if it is of the opinion that it is necessary to do so to provide sufficient funds, may impose one or more additional levies during the season.

*28. Lewering van bas.*

28.1 Alle bas moet op koste en volgens die keuse in die eerste plek van die persoon wat dit lewer, per pad en/of spoor aan die meul of die fabriek gelewer word op tye waarop met die verwerker ooreengekom is, en sodanige tye moet sover moontlik voorsiening maak vir die verspreiding van aflewering oor die seisoen: Met dien verstande dat die bepalings van hierdie klousule niks afdoen aan die reg van enige persoon om die volle afleweringkoste wat sodanige persoon anders sou gehad het, of enige gedeelte daarvan, aan hom te laat terugbetaal nie.

28.2 Tensy vooraf anders ooreengekom, het die verwerker die reg om enige bas af te keur wat aan hom aangebied word en is hy daarop geregtig om van die persoon wat lewering aanbied, enige onkoste aangegaan as gevolg van sodanige aanbieding, terug te vorder.

28.3 Die massa van enige bas wat aan 'n verwerker aangebied word, moet so gou moontlik na die aankoms daarvan by die meul of fabriek, en in elk geval binne 24 uur na sodanige aankoms, met uitsondering van tyd wanneer die meul of fabriek gesluit is, ooreenkomstig die graderingsregulasies as dan van krag, gemeet en die bas gegradeer word.

28.4 As die massa van enige bas wat per spoor gestuur word, nie gemeet word nie, word die massa per trok geag die gemiddelde massa per vergelykbare trok te wees van die vorige drie trokke wat van dié afsender ontvang is.

28.5 Behoudens klousule 28.4, is die massa dié wat verkry word by die geykte massameetbrug of by die fabriek of by 'n depot of ander plek waar die verwerker die bas in ontvangs neem, indien daar so 'n massameetbrug by sodanige depot of plek is.

28.6 Alle bas deur 'n verwerker van 'n kweker aange- neem, word geag deur die kweker aan die verwerker gelewer te gewees het ingevolge 'n verkoopkontrak op die voorwaardes in hierdie Ooreenkoms vervat, en die kweker ontvang dienoreenkomstig betaling.

*29. Gradering van wattelbas.*

29.1 Die graad word deur die verwerker se gradeerder bepaal, maar die persoon wat die bas aanbied, kan ook tegelykertyd, maar onafhanklik, die graad deur die Staatsbasinspekteur laat bepaal, in welke geval sodanige Inspekteur se gradering die finale graad is. Indien die Inspekteur se gradering dieselfde of laer is as die verwerker se gradering, word die koste van die Inspekteur se gradering deur die kweker gedra. Indien nie, dra die verwerker sodanige koste.

29.2 Die verwerker reik so spoedig moontlik, en in elk geval binne twee werkdade na die gradering deur die verwerker se gradeerder, 'n ontvangsbewys aan die kweker uit, welke ontvangsbewys die massa en graad van die bas toon soos ingevolge hierdie Ooreenkoms bepaal.

*30. Betaling vir bas.*

Tensy anders met die kweker ooreengekom, betaal die verwerker die kweker voor of op die 20ste dag van die eersvolgende maand vir bas gedurende enige kalendermaand aan sodanige verwerker gelewer.

*31. Heffings.*

31.1 'n Heffing wat ten opsigte van elke seisoen deur die Raad vasgestel moet word, word opgelê om fondse vir die nywerheid te verskaf, welke fondse deur die Raad gebruik word vir die doeleindes waarvoor hierdie Ooreenkoms en die Wet magtiging verleen.

31.2 Indien die Raad van mening is dat die stap nodig is vir die verskaffing van voldoende fondse, kan hy gedurende die seisoen een of meer bykomende heffings opelê.

31.3 Nothing contained in this Agreement shall affect the rights of SAWBAS or SAWEMA or SAWGU to impose a levy on millers or manufacturers or growers respectively to provide funds for the said bodies and/or for the industry. Any such levy may by arrangement between the Board and any of the said bodies be collected by the Board on behalf of any of the said bodies, or in the absence of such arrangement, by the bodies themselves.

### 32. *Wattle Bark Industry Fund.*

32.1 A Wattle Bark Industry Fund is hereby established. It shall consist of—

(a) the levies paid in terms of clause 31.1 and 31.2; and

(b) any other funds, including funds obtained by means of loans, which may be available to the Board.

32.2 The said Fund shall be managed, controlled and utilised by the Board and shall be accounted for in such separate accounts as the Board may decide: Provided that if the Board enters into any agreement with any person or body paying over funds referred to in clause 32.1 (b) as to the utilisation of such funds, such funds shall be utilised in terms of such agreement.

32.3 The accounts of the Fund shall be audited each year by auditors appointed by the Board, and copies of the said accounts and the auditor's report shall be circulated to the Minister, SAWEMA, SAWBAS and SAWGU.

### 33. *Assistance to persons making representations or appearing before the Board or committees.*

Any person entitled in terms of this Agreement to make written or verbal representations to the Board or any committees or any person or persons appointed by the Board or any committee, shall be entitled, if he so wishes, to be represented or assisted by any person nominated by him in writing for that purpose, and whether or not he is so represented or assisted, to make representations or be heard in person.

### 34. *Processors registered under the Co-operative Societies Act.*

The provisions of this Agreement with regard to the amount payable to growers shall not apply to any processor registered or deemed to be registered under the Co-operative Societies Act, 1939 (Act 29 of 1939), in so far as bark delivered to it by its members is concerned, but the company or society shall be bound—

(a) to pay to any person delivering bark to it who is not a member of the company or society the amounts herein laid down;

(b) to pay all levies provided for by clause 31 on bark delivered to it by members or non-members.

### 35. *Private agreements to remain in force.*

Any agreement between any persons or between any associations shall, notwithstanding this Agreement, remain in force and have effect to the same extent as it would have had effect if this Agreement had not been entered into, save in so far as the terms of any such agreement may be inconsistent with the terms of this Agreement.

Signed at Pietermaritzburg, this 14th day of July, 1975, on behalf of the South African Wattle Extract Manufacturers' Association.

G. R. DE CARLE (SAWEMA), Chairman.

31.3 Niks in hierdie Ooreenkoms raak die reg van SAWBAS of SAWEMA of SAWGU om 'n heffing op onderskeidelik meulenaars, vervaardigers of kwekers te lê om fondse vir genoemde liggame en/of vir die nywerheid te verskaf nie. Enige sodanige heffing kan by reëling tussen die Raad en enige van genoemde liggame deur die Raad ingevorder word ten behoeve van enige van genoemde liggame, of, indien daar nie sodanige reëling is nie, deur die liggame self.

### 32. *Wattelbasnywerheidsfonds.*

32.1 Daar word hierby 'n Wattelbasnywerheidsfonds ingestel wat bestaan uit—

(a) die heffings betaal ingevolge klousule 31.1 en 31.2; en

(b) enige ander fondse, met inbegrip van fondse deur middel van lenings verkry, wat vir die Raad beskikbaar is.

32.2 Genoemde Fonds word deur die Raad bestuur, beheer en gebruik en rekenskap vir die Fonds word gegee in sodanige afsonderlike rekenings soos die Raad besluit: Met dien verstande dat as die Raad 'n ooreenkoms met 'n persoon of liggaam wat fondse oorbetal in klousule 32.1 (b) bedoel, aangaan met betrekking tot die gebruik van sodanige fondse, dié fondse ooreenkomstig sodanige ooreenkoms gebruik word.

32.3 Die rekenings van die Fonds word jaarliks geouditeer deur ouditeure deur die Raad aangestel, en afskrifte van genoemde rekenings en van die ouditeursverslag moet aan die Minister, SAWEMA, SAWBAS, en SAWGU gesirkuleer word.

### 33. *Bystand aan persone wat vertoë rig of wat voor die Raad of komitees verskyn.*

Enige persoon wat kragtens hierdie Ooreenkoms daarop geregtig is om skriftelike of mondelinge vertoë te rig tot of aangehoor te word deur die Raad of 'n komitee of enige persoon of persone deur die Raad of 'n komitee aangestel, het die reg om, indien hy dit verlang, deur enige persoon skriftelik deur hom vir dié doel benoem, verteenwoordig of bygestaan te word, en om, ongeag of hy aldus verteenwoordig of bygestaan word of nie, vertoë te rig of persoonlik aangehoor te word.

### 34. *Verwerkers wat ingevolge die Wet op Koöperatiewe Verenigings geregistreer is.*

Die bepalinge van hierdie Ooreenkoms met betrekking tot die bedrag betaalbaar aan kwekers is nie van toepassing nie op 'n verwerker wat ingevolge die Wet op Koöperatiewe Verenigings, 1939 (Wet 29 van 1939), geregistreer is of geag word geregistreer te wees vir sover dit bas betref wat deur sy lede aan hom gelever word, maar die maatskappy of vereniging is verplig om—

(a) aan elkeen wat aan hom bas lewer en wat nie lid van die maatskappy of vereniging is nie, die bedrae hierin voorgeskryf, te betaal; en

(b) alle heffings te betaal waarvoor klousule 31 voorsiening maak, op bas deur lede of nie-lede aan hom gelever.

### 35. *Private ooreenkomste bly van krag.*

Enige ooreenkoms tussen persone of tussen verenigings bly nieestaanende hierdie Ooreenkoms van krag en wel in dieselfde mate as wat dit sou gebly het as hierdie Ooreenkoms nie aangegaan was nie, uitgesonderd vir sover die bepalinge van sodanige ooreenkoms strydig is met die bepalinge van hierdie Ooreenkoms.

Geteken te Pietermaritzburg op hede die 14de dag van Julie 1975, ten behoeve van die South African Wattle Extract Manufacturers' Association.

G. R. DE CARLE (SAWEMA), Voorsitter.

**Witnesses:**

M. Thompson.  
H. Chase.

Signed at Harding, this 4th day of July, 1975, on behalf of the South African Wattle Bark Millers' and Exporters' Association.

E. H. JONES (SAWBAS), Chairman.

**Witnesses:**

A. J. Jones.  
W. A. Clohessy.

Signed at Pietermaritzburg this 15th day of July, 1975, on behalf of the South African Wattle Growers' Union.

A. J. S. SLATTER (SAWGU), President.

**Witnesses:**

L. Ginsburg.  
J. W. Swardt.

ANNEXURE I IN TERMS OF CLAUSE 27.1 (a)  
SOUTH AFRICAN WATTLE EXTRACT MANUFACTURERS' ASSOCIATION

BARK BUYING PRICES

STICK BARK, WITH EFFECT FROM 1 SEPTEMBER 1961  
GREEN BARK, WITH EFFECT FROM 1 OCTOBER 1961

|                                            | Delivered<br>by rail<br>Durban<br>R | Delivered<br>f.o.r.<br>by road<br>R |
|--------------------------------------------|-------------------------------------|-------------------------------------|
| <b>Durban:</b>                             |                                     |                                     |
| Stick bark:                                |                                     |                                     |
| Prime: R36,25 less R0,70 less R7,50.....   | 28,05                               | 28,05                               |
| Average: R32,25 less R0,70 less R7,50..... | 24,05                               | 24,05                               |
| Merch: R28,25 less R0,70 less R7,50.....   | 20,05                               | 20,05                               |
| Green bark:                                |                                     |                                     |
| Prime: R22,75 less R0,42 less R4,50.....   | —                                   | 17,83                               |
| Average: R20,05 less R0,42 less R4,50..... | —                                   | 15,13                               |
| Merch: R17,35 less R0,42 less R4,50.....   | —                                   | 12,43                               |
| <b>Pietermaritzburg:</b>                   |                                     |                                     |
| Stick bark:                                |                                     |                                     |
| Prime: R34,27 less R0,70 less R7,50.....   | 28,05                               | 26,07                               |
| Average: R30,27 less R0,70 less R7,50..... | 24,05                               | 22,07                               |
| Merch: R26,27 less R0,70 less R7,50.....   | 20,05                               | 18,07                               |
| Green bark:                                |                                     |                                     |
| Prime: R22,43 less R0,42 less R4,50.....   | —                                   | 17,51                               |
| Average: R19,73 less R0,42 less R4,50..... | —                                   | 14,81                               |
| Merch: R17,03 less R0,42 less R4,50.....   | —                                   | 12,11                               |
| <b>Melmoth:</b>                            |                                     |                                     |
| Stick bark:                                |                                     |                                     |
| Prime: R31,28 less R0,70 less R7,50.....   | —                                   | 23,08                               |
| Average: R27,28 less R0,70 less R7,50..... | —                                   | 19,08                               |
| Merch: R23,28 less R0,70 less R7,50.....   | —                                   | 15,08                               |
| Green bark:                                |                                     |                                     |
| Prime: R21,63 less R0,42 less R4,50.....   | —                                   | 16,71                               |
| Average: R18,93 less R0,42 less R4,50..... | —                                   | 14,01                               |
| Merch: R16,23 less R0,42 less R4,50.....   | —                                   | 11,31                               |
| <b>Paddock:</b>                            |                                     |                                     |
| Stick bark:                                |                                     |                                     |
| Prime: R33,59 less R0,70 less R7,50.....   | 28,05                               | 25,39                               |
| Average: R29,59 less R0,70 less R7,50..... | 24,05                               | 21,39                               |
| Merch: R25,59 less R0,70 less R7,50.....   | 20,05                               | 17,39                               |
| Green bark:                                |                                     |                                     |
| Prime: R22,27 less R0,42 less R4,50.....   | —                                   | 17,35                               |
| Average: R19,57 less R0,42 less R4,50..... | —                                   | 14,65                               |
| Merch: R16,87 less R0,42 less R4,50.....   | —                                   | 11,95                               |
| <b>Iswepe:</b>                             |                                     |                                     |
| Stick bark:                                |                                     |                                     |
| Prime: R32,86 less R0,70 less R7,50.....   | 28,05                               | 24,66                               |
| Average: R28,86 less R0,70 less R7,50..... | 24,05                               | 20,66                               |
| Merch: R24,86 less R0,70 less R7,50.....   | 20,05                               | 16,66                               |
| Green bark:                                |                                     |                                     |
| Prime: R22,10 less R0,42 less R4,50.....   | —                                   | 17,18                               |
| Average: R19,40 less R0,42 less R4,50..... | —                                   | 14,48                               |
| Merch: R16,70 less R0,42 less R4,50.....   | —                                   | 11,78                               |

**Getuies:**

M. Thompson.  
H. Chase.

Geteken te Harding op hede die 4de dag van Julie 1975 ten behoeve van die South African Wattle Bark Millers' and Exporters' Association.

E. H. JONES (SAWBAS), Voorsitter.

**Getuies:**

A. J. Jones.  
W. A. Clohessy.

Geteken te Pietermaritzburg op hede die 15de dag van Julie 1975 ten behoeve van die Suid-Afrikaanse Wattlekwekersunie.

A. J. S. SLATTER (SAWGU), President.

**Getuies:**

L. Ginsburg.  
J. W. Swardt.

BYLAE I OOREENKOMSTIG KLOUSULE 27.1 (a)  
SOUTH AFRICAN WATTLE EXTRACT MANUFACTURERS' ASSOCIATION

KOOPPRYSE VAN BAS

DROË BAS MET INGANG VAN 1 SEPTEMBER 1961 ONGEDROOGDE BAS MET INGANG VAN 1 OKTOBER 1961

|                                           | Per spoor<br>gelewer<br>v.o.s.<br>Durban<br>R | Per pad<br>gelewer<br>R |
|-------------------------------------------|-----------------------------------------------|-------------------------|
| <b>Durban:</b>                            |                                               |                         |
| Droë bas:                                 |                                               |                         |
| Prima: R36,25 min R0,70 min R7,50.....    | 28,05                                         | 28,05                   |
| Gemiddeld: R32,25 min R0,70 min R7,50..   | 24,05                                         | 24,05                   |
| Verhandelbaar: R28,25 min R0,70 min R7,50 | 20,05                                         | 20,05                   |
| Ongedroogde bas:                          |                                               |                         |
| Prima: R22,75 min R0,42 min R4,50.....    | —                                             | 17,83                   |
| Gemiddeld: R20,05 min R0,42 min R4,50..   | —                                             | 15,13                   |
| Verhandelbaar: R17,35 min R0,42 min R4,50 | —                                             | 12,43                   |
| <b>Pietermaritzburg:</b>                  |                                               |                         |
| Droë bas:                                 |                                               |                         |
| Prima: R34,27 min R0,70 min R7,50.....    | 28,05                                         | 26,07                   |
| Gemiddeld: R30,27 min R0,70 min R7,50..   | 24,05                                         | 22,07                   |
| Verhandelbaar: R26,27 min R0,70 min R7,50 | 20,05                                         | 18,07                   |
| Ongedroogde bas:                          |                                               |                         |
| Prima: R22,43 min R0,42 min R4,50.....    | —                                             | 17,51                   |
| Gemiddeld: R19,73 min R0,42 min R4,50..   | —                                             | 14,81                   |
| Verhandelbaar: R17,03 min R0,42 min R4,50 | —                                             | 12,11                   |
| <b>Melmoth:</b>                           |                                               |                         |
| Droë bas:                                 |                                               |                         |
| Prima: R31,28 min R0,70 min R7,50.....    | —                                             | 23,08                   |
| Gemiddeld: R27,28 min R0,70 min R7,50..   | —                                             | 19,08                   |
| Verhandelbaar: R23,28 min R0,70 min R7,50 | —                                             | 15,08                   |
| Ongedroogde bas:                          |                                               |                         |
| Prima: R21,63 min R0,42 min R4,50.....    | —                                             | 16,71                   |
| Gemiddeld: R18,93 min R0,42 min R4,50..   | —                                             | 14,01                   |
| Verhandelbaar: R16,23 min R0,42 min R4,50 | —                                             | 11,31                   |
| <b>Paddock:</b>                           |                                               |                         |
| Droë bas:                                 |                                               |                         |
| Prima: R33,59 min R0,70 min R7,50.....    | 28,05                                         | 25,39                   |
| Gemiddeld: R29,59 min R0,70 min R7,50..   | 24,05                                         | 21,39                   |
| Verhandelbaar: R25,59 min R0,70 min R7,50 | 20,05                                         | 17,39                   |
| Ongedroogde bas:                          |                                               |                         |
| Prima: R22,27 min R0,42 min R4,50.....    | —                                             | 17,35                   |
| Gemiddeld: R19,57 min R0,42 min R4,50..   | —                                             | 14,65                   |
| Verhandelbaar: R16,87 min R0,42 min R4,50 | —                                             | 11,95                   |
| <b>Iswepe:</b>                            |                                               |                         |
| Droë bas:                                 |                                               |                         |
| Prima: R32,86 min R0,70 min R7,50.....    | 28,05                                         | 24,66                   |
| Gemiddeld: R28,86 min R0,70 min R7,50..   | 24,05                                         | 20,66                   |
| Verhandelbaar: R24,86 min R0,70 min R7,50 | 20,05                                         | 16,66                   |
| Ongedroogde bas:                          |                                               |                         |
| Prima: R22,10 min R0,42 min R4,50.....    | —                                             | 17,18                   |
| Gemiddeld: R19,40 min R0,42 min R4,50..   | —                                             | 14,48                   |
| Verhandelbaar: R16,70 min R0,42 min R4,50 | —                                             | 11,78                   |

|                                            | Delivered<br>by rail<br>f.o.r.<br>Durban<br>R | Delivered<br>by road<br>R |
|--------------------------------------------|-----------------------------------------------|---------------------------|
| <b>Hermannsburg:</b>                       |                                               |                           |
| Stick bark:                                |                                               |                           |
| Prime: R33,60 less R0,70 less R7,50.....   | 28,05                                         | 25,40                     |
| Average: R29,60 less R0,70 less R7,50..... | 24,05                                         | 21,40                     |
| Merch: R25,60 less R0,70 less R7,50.....   | 20,05                                         | 17,40                     |
| Green bark:                                |                                               |                           |
| Prime: R22,27 less R0,42 less R4,50.....   | —                                             | 17,35                     |
| Average: R19,56 less R0,42 less R4,50..... | —                                             | 14,65                     |
| Merch: R16,87 less R0,42 less R4,50.....   | —                                             | 11,95                     |
| <b>Schroeders:</b>                         |                                               |                           |
| Stick bark:                                |                                               |                           |
| Prime: R33,87 less R0,70 less R7,50.....   | 28,05                                         | 25,67                     |
| Average: R29,87 less R0,70 less R7,50..... | 24,05                                         | 21,67                     |
| Merch: R25,87 less R0,70 less R7,50.....   | 20,05                                         | 17,67                     |
| Green bark:                                |                                               |                           |
| Prime: R22,35 less R0,42 less R4,50.....   | —                                             | 17,43                     |
| Average: R19,65 less R0,42 less R4,50..... | —                                             | 14,73                     |
| Merch: R16,95 less R0,42 less R4,50.....   | —                                             | 12,03                     |
| <b>Dalton:</b>                             |                                               |                           |
| Stick bark:                                |                                               |                           |
| Prime: R33,83 less R0,70 less R7,50.....   | 28,05                                         | 25,63                     |
| Average: R29,83 less R0,70 less R7,50..... | 24,05                                         | 21,63                     |
| Merch: R25,83 less R0,70 less R7,50.....   | 20,05                                         | 17,63                     |
| Green bark:                                |                                               |                           |
| Prime: R22,35 less R0,42 less R4,50.....   | —                                             | 17,43                     |
| Average: R19,65 less R0,42 less R4,50..... | —                                             | 14,73                     |
| Merch: R16,95 less R0,42 less R4,50.....   | —                                             | 12,03                     |
| <b>Vryheid:</b>                            |                                               |                           |
| Stick bark:                                |                                               |                           |
| Prime: R33,02 less R0,70 less R7,50.....   | 28,05                                         | 24,82                     |
| Average: R29,02 less R0,70 less R7,50..... | 24,05                                         | 20,82                     |
| Merch: R25,02 less R0,70 less R7,50.....   | 20,05                                         | 16,82                     |
| Green bark:                                |                                               |                           |
| Prime: R22,15 less R0,42 less R4,50.....   | —                                             | 17,23                     |
| Average: R19,45 less R0,42 less R4,50..... | —                                             | 14,53                     |
| Merch: R16,75 less R0,42 less R4,50.....   | —                                             | 11,83                     |
| <b>Piet Retief:</b>                        |                                               |                           |
| Stick bark:                                |                                               |                           |
| Prime: R32,87 less R0,70 less R7,50.....   | 28,05                                         | 24,67                     |
| Average: R28,87 less R0,70 less R7,50..... | 24,05                                         | 20,67                     |
| Merch: R24,87 less R0,70 less R7,50.....   | 20,05                                         | 16,67                     |
| Green bark:                                |                                               |                           |
| Prime: R22,13 less R0,42 less R4,50.....   | —                                             | 17,21                     |
| Average: R19,43 less R0,42 less R4,50..... | —                                             | 14,51                     |
| Merch: R16,73 less R0,42 less R4,50.....   | —                                             | 11,81                     |

Green bark delivered by rail—station prices apply.

The deductions are made up as follows:

Stick bark:

R0,20 per ton for S.A. Wattle Growers' Union Funds.  
R0,50 per ton for African Wattle Industry Publicity Fund, Ltd.  
R7,50 per ton for Wattle Industry Retention Fund.

Green bark:

R0,12 per ton for S.A. Wattle Growers' Union Funds.  
R0,30 per ton for African Industry Publicity Fund, Ltd.  
R4,50 per ton for Wattle Industry Retention Fund.

2 October 1961

# **SOUTH AFRICAN WATTLE BARK MILLERS' AND EXPORTERS' ASSOCIATION BARK BUYING PRICES**

**STICK (DRIED) BARK, WITH EFFECT FROM 1 SEPTEMBER 1961**

|                                                       | Delivered<br>by rail<br>R |
|-------------------------------------------------------|---------------------------|
| <b>Durban, East London, Mossel Bay and Cape Town:</b> |                           |
| Prime: R36,25 less R0,70 less R7,50.....              | 28,05                     |
| Average: R32,25 less R0,70 less R7,50.....            | 24,05                     |
| Merchantable: R28,25 less R0,70 less R7,50.....       | 20,05                     |

Prices in all cases per ton of stick (dried) bark basis f.o.r. Durban, East London, Mossel Bay or Cape Town, whichever is the port of exit for the processed product normally used by the buyers.

As amended by notice R.1807 of 22/11/1963.

With effect from the date of publication of this notice prices are in all cases per ton of stick (dried) bark basis f.o.r. port of export nearest to the grower in the Republic of South Africa.

|                                           | Per spoor<br>gelewer<br>v.o.s.<br>Durban<br>R | Per pad<br>gelewer<br>R |
|-------------------------------------------|-----------------------------------------------|-------------------------|
| <b>Hermannsburg:</b>                      |                                               |                         |
| Droë bas:                                 |                                               |                         |
| Prima: R33,60 min R0,70 min R7,50.....    | 28,05                                         | 25,40                   |
| Gemiddeld: R29,60 min R0,70 min R7,50..   | 24,05                                         | 21,40                   |
| Verhandelbaar: R25,60 min R0,70 min R7,50 | 20,05                                         | 17,40                   |
| Ongedroogde bas:                          |                                               |                         |
| Prima: R22,27 min R0,42 min R4,50.....    | —                                             | 17,35                   |
| Gemiddeld: R19,57 min R0,42 min R4,50..   | —                                             | 14,65                   |
| Verhandelbaar: R16,87 min R0,42 min R4,50 | —                                             | 11,95                   |
| <b>Schroeders:</b>                        |                                               |                         |
| Droë bas:                                 |                                               |                         |
| Prima: R33,87 min R0,70 min R7,50.....    | 28,05                                         | 25,67                   |
| Gemiddeld: R29,87 min R0,70 min R7,50..   | 24,05                                         | 21,67                   |
| Verhandelbaar: R25,87 min R0,70 min R7,50 | 20,05                                         | 17,67                   |
| Ongedroogde bas:                          |                                               |                         |
| Prima: R22,35 min R0,42 min R4,50.....    | —                                             | 17,43                   |
| Gemiddeld: R19,65 min R0,42 min R4,50..   | —                                             | 14,73                   |
| Verhandelbaar: R16,95 min R0,42 min R4,50 | —                                             | 12,03                   |
| <b>Dalton:</b>                            |                                               |                         |
| Droë bas:                                 |                                               |                         |
| Prima: R33,83 min R0,70 min R7,50.....    | 28,05                                         | 25,63                   |
| Gemiddeld: R29,83 min R0,70 min R7,50..   | 24,05                                         | 21,63                   |
| Verhandelbaar: R25,83 min R0,70 min R7,50 | 20,05                                         | 17,63                   |
| Ongedroogde bas:                          |                                               |                         |
| Prima: R22,35 min R0,42 min R4,50.....    | —                                             | 17,43                   |
| Gemiddeld: R19,65 min R0,42 min R4,50..   | —                                             | 14,73                   |
| Verhandelbaar: R16,95 min R0,42 min R4,50 | —                                             | 12,03                   |
| <b>Vryheid:</b>                           |                                               |                         |
| Droë bas:                                 |                                               |                         |
| Prima: R33,02 min R0,70 min R7,50.....    | 28,05                                         | 24,82                   |
| Gemiddeld: R29,02 min R0,70 min R7,50..   | 24,05                                         | 20,82                   |
| Verhandelbaar: R25,02 min R0,70 min R7,50 | 20,05                                         | 16,82                   |
| Ongedroogde bas:                          |                                               |                         |
| Prima: R22,15 min R0,42 min R4,50.....    | —                                             | 17,23                   |
| Gemiddeld: R19,45 min R0,42 min R4,50..   | —                                             | 14,53                   |
| Verhandelbaar: R16,75 min R0,42 min R4,50 | —                                             | 11,83                   |
| <b>Piet Retief:</b>                       |                                               |                         |
| Droë bas:                                 |                                               |                         |
| Prima: R32,87 min R0,70 min R7,50.....    | 28,05                                         | 24,67                   |
| Gemiddeld: R28,87 min R0,70 min R7,50..   | 24,05                                         | 20,67                   |
| Verhandelbaar: R24,87 min R0,70 min R7,50 | 20,05                                         | 16,67                   |
| Ongedroogde bas:                          |                                               |                         |
| Prima: R22,13 min R0,42 min R4,50.....    | —                                             | 17,21                   |
| Gemiddeld: R19,43 min R0,42 min R4,50..   | —                                             | 14,51                   |
| Verhandelbaar: R16,73 min R0,42 min R4,50 | —                                             | 11,81                   |

Ongedroogde bas per spoor gelewer—stasiepryse is van toepassing.

Die aftrekkings is soos volg saamgestel:

Droë bas:

R0,20 per ton vir die S.A. Wattlekwekersuniefonds.  
R0,50 per ton vir die African Wattle Industry Publicity Fund, Ltd.  
R7,50 per ton vir die Wattle Industry Retention Fund.

Ongedroogde bas:

R0,12 per ton vir die S.A. Wattlekwekersuniefonds.  
R0,30 per ton vir die African Wattle Industry Publicity Fund, Ltd.  
R4,50 per ton vir die Wattle Industry Retention Fund.

2 Oktober 1961

# **SOUTH AFRICAN WATTLE BARK MILLERS' AND EXPORTERS' ASSOCIATION KOOPPRYSE VAN BAS**

**DROË BAS MET INGANG VAN 1 SEPTEMBER 1961**

|                                                    | Per spoor<br>gelewer<br>R |
|----------------------------------------------------|---------------------------|
| <b>Durban, Oos-Londen, Mosselbaai en Kaapstad:</b> |                           |
| Prima: R36,25 min R0,70 min R7,50.....             | 28,05                     |
| Gemiddeld: R32,25 min R0,70 min R7,50.....         | 24,05                     |
| Verhandelbaar: R28,25 min R0,70 min R7,50.....     | 20,05                     |

Pryse is in alle gevalle per ton droë bas v.o.s. Durban, Oos-Londen, Mosselbaai of Kaapstad, naamlik die uitgangshawe vir die verwerkte produk wat gewoonlik deur die kopers gebruik word.

Soos gewysig by kennisgewing R. 1807 van 22/11/1963.

Met ingang van die datum van publikasie van hierdie kennisgewing is pryse in alle gevalle per ton droë bas v.o.s. uitvoerhawe in die Republiek van Suid-Afrika wat die naaste aan die kweker is.

All prices are subject to a special payment of R5,75 per ton being made to buyers from the Stabilisation Fund of the South African Wattle Growers' Union.

Deductions are made up as follows:

R0,20 per ton for South African Wattle Growers' Union Funds.  
R0,50 per ton for African Wattle Industry Publicity Fund, Ltd.  
R7,50 per ton for Wattle Industry Retention Fund.

#### ANNEXURE OF EXAMPLES OF PRICE VARIATIONS IN TERMS OF CLAUSE 27 (1) (b) AND (c)

|                                                   |                          | R |  |
|---------------------------------------------------|--------------------------|---|--|
| (a) Increase in the net basic free on board price |                          |   |  |
| of wattle extract.....                            | 20,00 per ton            |   |  |
| Growers' proportion.....                          | 15,00 per ton of extract |   |  |
| Manufacturers' proportion.....                    | 5,00 per ton of extract  |   |  |

Amended bark buying prices:

On the accepted industry basis of 3½ tons of green bark or 2 tons of stick bark per ton of wattle extract, the prices of bark as shown on Annexure dated 2 October 1961, would be increased as follows:

Green bark..... 4,50 all grades  
Stick bark..... 7,50 all grades

|                                                   |                         |  |  |
|---------------------------------------------------|-------------------------|--|--|
| (b) Decrease in the net basic free on board price |                         |  |  |
| of wattle extract.....                            | 12,00 per ton           |  |  |
| Growers' proportion.....                          | 9,00 per ton of extract |  |  |
| Manufacturers' proportion.....                    | 3,00 per ton of extract |  |  |

Amended bark buying prices:

On the accepted industry basis of 3½ tons of green bark or 2 tons of stick bark per ton of wattle extract, the prices of bark as shown on Annexure dated 2 October 1961, would be decreased as follows:

Green bark..... 2,70 all grades  
Stick bark..... 4,50 all grades

#### ANNEXURE II IN TERMS OF CLAUSE 27.1 (b)

#### SOUTH AFRICAN WATTLE BARK MILLERS' AND EXPORTERS' ASSOCIATION

#### BARK BUYING PRICES WITH EFFECT FROM 1 SEPTEMBER 1974

This Annexure relates to a net free on board price of R85,97 per ton of pressed bark as agreed upon between SAWBAS and SAWGU in terms of clause 27.1 (b).

| Factory/<br>mill              | Grade       | Basic<br>price | Deduct-<br>ions<br>per<br>Schedule | Factory/<br>mill price<br>per<br>1 000 kg | F.o.r.<br>Durban |
|-------------------------------|-------------|----------------|------------------------------------|-------------------------------------------|------------------|
|                               |             | R              | R                                  | R                                         | R                |
| Durban:<br>Stick bark...      | Prime.....  | 73,26          | 1,85                               | —                                         | 71,41            |
|                               | Average.... | 66,60          | 1,85                               | —                                         | 64,75            |
|                               | Merch.....  | 59,94          | 1,85                               | —                                         | 58,09            |
| Green bark..                  | Prime.....  | 43,96          | 1,11                               | —                                         | 42,85            |
| Notional....                  | Average.... | 39,96          | 1,11                               | —                                         | 38,85            |
|                               | Merch.....  | 35,96          | 1,11                               | —                                         | 34,85            |
| Dalton:<br>Stick bark...      | Prime.....  | 72,63          | 1,85                               | 70,78                                     | —                |
|                               | Average.... | 65,97          | 1,85                               | 64,12                                     | —                |
|                               | Merch.....  | 59,31          | 1,85                               | 57,46                                     | —                |
| Green bark..                  | Prime.....  | 43,58          | 1,11                               | 42,47                                     | —                |
|                               | Average.... | 39,58          | 1,11                               | 38,47                                     | —                |
|                               | Merch.....  | 35,58          | 1,11                               | 34,47                                     | —                |
| Piet Retief:<br>Stick bark... | Prime.....  | 71,59          | 1,85                               | 69,74                                     | —                |
|                               | Average.... | 64,93          | 1,85                               | 63,08                                     | —                |
|                               | Merch.....  | 58,27          | 1,85                               | 56,42                                     | —                |
| Green bark..                  | Prime.....  | 42,96          | 1,11                               | 41,85                                     | —                |
|                               | Average.... | 38,96          | 1,11                               | 37,85                                     | —                |
|                               | Merch.....  | 34,96          | 1,11                               | 33,85                                     | —                |

Alle pryse is onderworpe aan 'n spesiale betaling van R5,75 per ton aan kopers uit die Stabilisasiefonds van die S.A. Wattlekwekersunie.

Aftrekkings is soos volg saamgestel:

R0,20 per ton vir die Suid-Afrikaanse Wattlekwekersuniefonds.  
R0,50 per ton vir die African Wattle Industry Publicity Fund, Ltd.

R7,50 per ton vir die Wattle Industry Retention Fund.

#### VOORBEELDE VAN PRYSVERANDERING OOREENKOMSTIG KLOUSULE 27 (1) (b) EN (c)

|                                                                            |                       | R |  |
|----------------------------------------------------------------------------|-----------------------|---|--|
| (a) Verhoging in die netto basiese vry-aan-boordprys van wattlekstrak..... | 20,00 per ton         |   |  |
| Kwekers se gedeelte.....                                                   | 15,00 per ton ekstrak |   |  |
| Vervaardigers se gedeelte.....                                             | 5,00 per ton ekstrak  |   |  |

Gewysigde kooppryse van bas:

Op die aanvaarde nywerheidsgrondslag van 3½ ton ongedroogde bas of 2 ton droë bas per ton wattlekstrak, sou die pryse van bas soos aangegee in die Bylae gedateer 2 Oktober 1961 soos volg verhoog word:

Ongedroogde bas..... 4,50 alle grade  
Droë bas..... 7,50 alle grade

|                                                                               |                      |  |  |
|-------------------------------------------------------------------------------|----------------------|--|--|
| (b) Vermindering in die netto basiese vry-aan-boordprys van wattlekstrak..... | 12,00 per ton        |  |  |
| Kwekers se gedeelte.....                                                      | 9,00 per ton ekstrak |  |  |
| Vervaardigers se gedeelte.....                                                | 2,00 per ton ekstrak |  |  |

Gewysigde kooppryse van bas:

Op die aanvaarde nywerheidsgrondslag van 3½ ton ongedroogde bas of 2 ton droë bas per ton wattlekstrak, sou die pryse van bas soos aangegee in die Bylae gedateer 2 Oktober 1961 soos volg verlaag word:

Ongedroogde bas..... 2,70 alle grade  
Droë bas..... 4,50 alle grade

#### BYLAE II OOREENKOMSTIG KLOUSULE 27.1 (b)

#### SOUTH AFRICAN WATTLE BARK MILLERS' AND EXPORTERS' ASSOCIATION

#### BASAANKOOPPRYSE MET INGANG VAN 1 SEPTEMBER 1974

Hierdie Bylae het betrekking op 'n netto vry-aan-boordprys van R85,97 per ton geperste bas soos ooreengekom deur SAWBAS en SAWGU ooreenkomstig klausule 27.1 (b).

| Fabriek/<br>meul             | Graad                   | Basiese<br>prys | Aftrek-<br>kings<br>per<br>staat | Fabrieks/<br>meulprys<br>per<br>1 000 kg | V.o.s.<br>Durban |
|------------------------------|-------------------------|-----------------|----------------------------------|------------------------------------------|------------------|
|                              |                         | R               | R                                | R                                        | R                |
| Durban:<br>Droë bas....      | Prima.....              | 73,26           | 1,85                             | —                                        | 71,41            |
|                              | Gemiddeld..             | 66,60           | 1,85                             | —                                        | 64,75            |
|                              | Verhandel-<br>baar..... | 59,94           | 1,85                             | —                                        | 58,09            |
| Nat bas.....                 | Prima.....              | 43,96           | 1,11                             | —                                        | 42,85            |
| Denkbeeldig..                | Gemiddeld..             | 39,96           | 1,11                             | —                                        | 38,85            |
|                              | Verhandel-<br>baar..... | 35,96           | 1,11                             | —                                        | 34,85            |
| Dalton:<br>Droë bas....      | Prima.....              | 72,63           | 1,85                             | 70,78                                    | —                |
|                              | Gemiddeld..             | 65,97           | 1,85                             | 64,12                                    | —                |
|                              | Verhandel-<br>baar..... | 59,31           | 1,85                             | 57,46                                    | —                |
| Nat bas.....                 | Prima.....              | 43,58           | 1,11                             | 42,47                                    | —                |
|                              | Gemiddeld..             | 39,58           | 1,11                             | 38,47                                    | —                |
|                              | Verhandel-<br>baar..... | 35,58           | 1,11                             | 34,47                                    | —                |
| Piet Retief:<br>Droë bas.... | Prima.....              | 71,59           | 1,85                             | 69,74                                    | —                |
|                              | Gemiddeld..             | 64,93           | 1,85                             | 63,08                                    | —                |
|                              | Verhandel-<br>baar..... | 58,27           | 1,85                             | 56,42                                    | —                |
| Nat bas.....                 | Prima.....              | 42,96           | 1,11                             | 41,85                                    | —                |
|                              | Gemiddeld..             | 38,96           | 1,11                             | 37,85                                    | —                |
|                              | Verhandel-<br>baar..... | 34,96           | 1,11                             | 33,85                                    | —                |

| Factory/<br>mill          | Grade       | Basic<br>price | Deductions<br>per<br>Schedule | Factory/<br>mill price<br>per<br>1 000 kg | F.o.r.<br>Durban |
|---------------------------|-------------|----------------|-------------------------------|-------------------------------------------|------------------|
| Lothair:<br>Stick bark... | Prime.....  | 71,11          | 1,85                          | 69,26                                     | —                |
|                           | Average.... | 64,45          | 1,85                          | 62,60                                     | —                |
|                           | Merch.....  | 57,79          | 1,85                          | 55,94                                     | —                |
| Green bark..              | Prime.....  | 42,67          | 1,11                          | 41,56                                     | —                |
|                           | Average.... | 38,67          | 1,11                          | 37,56                                     | —                |
|                           | Merch.....  | 34,67          | 1,11                          | 33,56                                     | —                |
| Amabele:<br>Stick bark... | Prime.....  | 72,93          | 1,85                          | 71,08                                     | —                |
|                           | Average.... | 66,27          | 1,85                          | 64,42                                     | —                |
|                           | Merch.....  | 59,61          | 1,85                          | 57,76                                     | —                |
| Green bark..              | Prime.....  | 43,76          | 1,11                          | 42,65                                     | —                |
|                           | Average.... | 39,76          | 1,11                          | 38,65                                     | —                |
|                           | Merch.....  | 35,76          | 1,11                          | 34,65                                     | —                |

## SAWBAS:

## SCHEDULE OF DEDUCTIONS

## Stick bark:

R

- 0,75 per ton for S.A. Wattle Growers' Union Fund.  
 0,50 per ton for S.A. Wattle Growers' Union Stabilisation Fund.  
 0,60 per ton for S.A. Wattle Industry Marketing Fund.

R1,85

## Green bark:

R

- 0,45 per ton for S.A. Wattle Growers' Union Fund.  
 0,30 per ton for S.A. Wattle Growers' Union Stabilisation Fund.  
 0,36 per ton for S.A. Wattle Industry Marketing Fund.

R1,11

All prices for stick bark delivered to the mills noted above shall be subject to millers receiving a special payment, as noted below, from the Stabilisation Fund of SAWGU, on receipt of audited claims on the relevant forms.

## Stabilisation claims:

|                                                              | Amabele | Dalton | Piet Retief | Lothair |
|--------------------------------------------------------------|---------|--------|-------------|---------|
|                                                              | R       | R      | R           | R       |
| Basic per 1 000 kgs.....                                     | 3,94    | 3,94   | 3,94        | 3,94    |
| Railage differential.....                                    | Nil     | 0,30   | 1,66        | 2,08    |
| Total based on railage costs effective 1 November 1974.....R | 3,94    | 4,24   | 5,60        | 6,02    |

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| Fabrick/<br>meul         | Graad                   | Basiese<br>prys | Aftrek-<br>kings<br>per<br>staat | Fabrieks/<br>meulprys<br>per<br>1 000 kg | V.o.s.<br>Durban |
|--------------------------|-------------------------|-----------------|----------------------------------|------------------------------------------|------------------|
| Lothair:<br>Droë bas.... | Prima.....              | 71,11           | 1,85                             | 69,26                                    | —                |
|                          | Gemiddeld..             | 64,45           | 1,85                             | 62,60                                    | —                |
|                          | Verhandel-<br>baar..... | 57,79           | 1,85                             | 55,94                                    | —                |
| Nat bas.....             | Prima.....              | 42,67           | 1,11                             | 41,56                                    | —                |
|                          | Gemiddeld..             | 38,67           | 1,11                             | 37,56                                    | —                |
|                          | Verhandel-<br>baar..... | 34,67           | 1,11                             | 33,56                                    | —                |
| Amabele:<br>Droë bas.... | Prima.....              | 72,93           | 1,85                             | 71,08                                    | —                |
|                          | Gemiddeld..             | 66,27           | 1,85                             | 64,42                                    | —                |
|                          | Verhandel-<br>baar..... | 59,61           | 1,85                             | 57,76                                    | —                |
| Nat bas.....             | Prima.....              | 43,76           | 1,11                             | 42,65                                    | —                |
|                          | Gemiddeld..             | 39,76           | 1,11                             | 38,65                                    | —                |
|                          | Verhandel-<br>baar..... | 35,76           | 1,11                             | 34,65                                    | —                |

## SAWBAS:

## STAAT VAN AFTREKKINGS

## Droë bas:

R

- 0,75 per ton vir S.A. Wattlekwekersuniefonds.  
 0,50 per ton vir S.A. Wattlekwekersunie-stabilisasiefonds.  
 0,60 per ton vir S.A. Wattle nywerheidsbemarkingsfonds.

R1,85

## Nat bas:

R

- 0,45 per ton vir S.A. Wattlekwekersuniefonds.  
 0,30 per ton vir S.A. Wattlekwekersunie-stabilisasiefonds.  
 0,36 per ton vir S.A. Wattle nywerheidsbemarkingsfonds.

R1,11

Alle pryse vir droë bas gelever aan die meulens hierbo aangedui, is daaraan onderworpe dat meulenaars 'n spesiale betaling soos hieronder aangedui, van die Stabilisasiefonds van SAWGU ontvang by ontvangs van geouditeerde eise op die toepaslike vorms.

## Stabilisasie-eise:

|                                                                        | Amabele | Dalton | Piet Retief | Lothair |
|------------------------------------------------------------------------|---------|--------|-------------|---------|
|                                                                        | R       | R      | R           | R       |
| Basies per 1 000 kg.....                                               | 3,94    | 3,94   | 3,94        | 3,94    |
| Spoorvragverskil.....                                                  | Geen    | 0,30   | 1,66        | 2,08    |
| Totaal gebaseer op spoorvragkoste met ingang van 1 November 1974.....R | 3,94    | 4,24   | 5,60        | 6,02    |

PIETERMARITZBURG  
8 Januarie 1975

ANNEXURE III IN TERMS OF CLAUSE 27.1 (c)  
SOUTH AFRICAN WATTLE EXTRACT MANUFACTURERS'  
ASSOCIATION

BARK BUYING PRICES WITH EFFECT FROM 1 SEPTEMBER 1974

This Annexure relates to a gross free on board price of R200 per ton of extract as agreed upon between SAWEMA and SAWGU in terms of clause 27.1 (c).

| Factory                     | Grade       | Metric tons |                         | Net price                         |                   |
|-----------------------------|-------------|-------------|-------------------------|-----------------------------------|-------------------|
|                             |             | Basic price | Deductions per Schedule | Delivered by rail (f.o.r. Durban) | Delivered by road |
|                             |             | R           | R                       | R                                 | R                 |
| Durban: Stick bark...       | Prime.....  | 73,26       | 1,85                    | 71,41                             | 71,41             |
|                             | Average.... | 66,60       | 1,85                    | 64,75                             | 64,75             |
|                             | Merch.....  | 59,94       | 1,85                    | 58,09                             | 58,09             |
| Green bark..                | Prime.....  | 43,96       | 1,11                    | —                                 | 42,85             |
| Notional....                | Average.... | 39,96       | 1,11                    | —                                 | 38,85             |
|                             | Merch.....  | 35,96       | 1,11                    | —                                 | 34,85             |
| Melmoth: Stick bark...      | Prime.....  | 71,13       | 1,85                    | —                                 | 69,28             |
|                             | Average.... | 64,47       | 1,85                    | —                                 | 62,62             |
|                             | Merch.....  | 57,80       | 1,85                    | —                                 | 55,95             |
| Green bark..                | Prime.....  | 42,68       | 1,11                    | —                                 | 41,57             |
|                             | Average.... | 38,68       | 1,11                    | —                                 | 37,57             |
|                             | Merch.....  | 34,68       | 1,11                    | —                                 | 33,57             |
| Iswepe: Stick bark...       | Prime.....  | 71,50       | 1,85                    | 71,41                             | 69,65             |
|                             | Average.... | 64,83       | 1,85                    | 64,75                             | 62,98             |
|                             | Merch.....  | 58,17       | 1,85                    | 58,09                             | 56,32             |
| Green bark..                | Prime.....  | 42,90       | 1,11                    | —                                 | 41,79             |
|                             | Average.... | 38,90       | 1,11                    | —                                 | 37,79             |
|                             | Merch.....  | 34,90       | 1,11                    | —                                 | 33,79             |
| Hermannsburg: Stick bark... | Prime.....  | 72,42       | 1,85                    | 71,41                             | 70,57             |
|                             | Average.... | 65,75       | 1,85                    | 64,75                             | 63,90             |
|                             | Merch.....  | 59,08       | 1,85                    | 58,09                             | 57,23             |
| Green bark..                | Prime.....  | 43,45       | 1,11                    | —                                 | 42,34             |
|                             | Average.... | 39,45       | 1,11                    | —                                 | 38,34             |
|                             | Merch.....  | 35,45       | 1,11                    | —                                 | 34,34             |
| Schroeders: Stick bark...   | Prime.....  | 72,68       | 1,85                    | 71,41                             | 70,83             |
|                             | Average.... | 66,02       | 1,85                    | 64,75                             | 64,17             |
|                             | Merch.....  | 59,35       | 1,85                    | 58,09                             | 57,50             |
| Green bark..                | Prime.....  | 43,61       | 1,11                    | —                                 | 42,50             |
|                             | Average.... | 39,61       | 1,11                    | —                                 | 38,50             |
|                             | Merch.....  | 35,61       | 1,11                    | —                                 | 34,50             |
| Dalton: Stick bark...       | Prime.....  | 72,63       | 1,85                    | 71,41                             | 70,78             |
|                             | Average.... | 65,97       | 1,85                    | 64,75                             | 64,12             |
|                             | Merch.....  | 59,30       | 1,85                    | 58,09                             | 57,45             |
| Green bark..                | Prime.....  | 43,58       | 1,11                    | —                                 | 42,47             |
|                             | Average.... | 39,58       | 1,11                    | —                                 | 38,47             |
|                             | Merch.....  | 35,58       | 1,11                    | —                                 | 34,47             |
| Vryheid: Stick bark...      | Prime.....  | 71,90       | 1,85                    | 71,41                             | 70,05             |
|                             | Average.... | 65,23       | 1,85                    | 64,75                             | 63,38             |
|                             | Merch.....  | 58,57       | 1,85                    | 58,09                             | 56,72             |
| Green bark..                | Prime.....  | 43,14       | 1,11                    | —                                 | 42,03             |
|                             | Average.... | 39,14       | 1,11                    | —                                 | 38,03             |
|                             | Merch.....  | 35,14       | 1,11                    | —                                 | 34,03             |

BYLAE III OOREENKOMSTIG KLOUSULE 27.1 (c)  
SOUTH AFRICAN WATTLE EXTRACT MANUFACTURERS'  
ASSOCIATION

BASAANKOOPPRYSE MET INGANG VAN 1 SEPTEMBER 1974

Hierdie Bylae het betrekking op 'n bruto vry-aan-boordprys van R200 per ton ekstrak soos ooreengekom deur SAWEMA en SAWGU ingevolge klausule 27.1 (c).

| Fabriek                    | Graad              | Metricke ton |                       | Netto prys                          |                   |
|----------------------------|--------------------|--------------|-----------------------|-------------------------------------|-------------------|
|                            |                    | Basiese prys | Aftrekkings per staat | Afgelewer per spoor (v.o.s. Durban) | Afgelewer per pad |
|                            |                    | R            | R                     | R                                   | R                 |
| Durban: Droë bas....       | Prima.....         | 73,26        | 1,85                  | 71,41                               | 71,41             |
|                            | Gemiddeld..        | 66,60        | 1,85                  | 64,75                               | 64,75             |
|                            | Verhandelbaar..... | 59,94        | 1,85                  | 58,09                               | 58,09             |
| Nat bas.....               | Prima.....         | 43,96        | 1,11                  | —                                   | 42,85             |
| Denkbeeldig..              | Gemiddeld..        | 39,96        | 1,11                  | —                                   | 38,85             |
|                            | Verhandelbaar..... | 35,96        | 1,11                  | —                                   | 34,85             |
| Melmoth: Droë bas....      | Prima.....         | 71,13        | 1,85                  | —                                   | 69,28             |
|                            | Gemiddeld..        | 64,47        | 1,85                  | —                                   | 62,62             |
|                            | Verhandelbaar..... | 57,80        | 1,85                  | —                                   | 55,95             |
| Nat bas.....               | Prima.....         | 42,68        | 1,11                  | —                                   | 41,57             |
|                            | Gemiddeld..        | 38,68        | 1,11                  | —                                   | 37,57             |
|                            | Verhandelbaar..... | 34,68        | 1,11                  | —                                   | 33,57             |
| Iswepe: Droë bas....       | Prima.....         | 71,50        | 1,85                  | 71,41                               | 69,65             |
|                            | Gemiddeld..        | 64,83        | 1,85                  | 64,75                               | 62,98             |
|                            | Verhandelbaar..... | 58,17        | 1,85                  | 58,09                               | 56,32             |
| Nat bas.....               | Prima.....         | 42,90        | 1,11                  | —                                   | 41,79             |
|                            | Gemiddeld..        | 38,90        | 1,11                  | —                                   | 37,79             |
|                            | Verhandelbaar..... | 34,90        | 1,11                  | —                                   | 33,79             |
| Hermannsburg: Droë bas.... | Prima.....         | 72,42        | 1,85                  | 71,41                               | 70,57             |
|                            | Gemiddeld..        | 65,75        | 1,85                  | 64,75                               | 63,90             |
|                            | Verhandelbaar..... | 59,08        | 1,85                  | 58,09                               | 57,23             |
| Nat bas.....               | Prima.....         | 43,45        | 1,11                  | —                                   | 42,34             |
|                            | Gemiddeld..        | 39,45        | 1,11                  | —                                   | 38,34             |
|                            | Verhandelbaar..... | 35,45        | 1,11                  | —                                   | 34,34             |
| Schroeders: Droë bas....   | Prima.....         | 72,68        | 1,85                  | 71,41                               | 70,83             |
|                            | Gemiddeld..        | 66,02        | 1,85                  | 64,75                               | 64,17             |
|                            | Verhandelbaar..... | 59,35        | 1,85                  | 58,09                               | 57,50             |
| Nat bas.....               | Prima.....         | 43,61        | 1,11                  | —                                   | 42,50             |
|                            | Gemiddeld..        | 39,61        | 1,11                  | —                                   | 38,50             |
|                            | Verhandelbaar..... | 35,61        | 1,11                  | —                                   | 34,50             |
| Dalton: Droë bas....       | Prima.....         | 72,63        | 1,85                  | 71,41                               | 70,78             |
|                            | Gemiddeld..        | 65,97        | 1,85                  | 64,75                               | 64,12             |
|                            | Verhandelbaar..... | 59,30        | 1,85                  | 58,09                               | 57,45             |
| Nat bas.....               | Prima.....         | 43,58        | 1,11                  | —                                   | 42,47             |
|                            | Gemiddeld..        | 39,58        | 1,11                  | —                                   | 38,47             |
|                            | Verhandelbaar..... | 35,58        | 1,11                  | —                                   | 34,47             |
| Vryheid: Droë bas....      | Prima.....         | 71,90        | 1,85                  | 71,41                               | 70,09             |
|                            | Gemiddeld..        | 65,23        | 1,85                  | 64,75                               | 63,38             |
|                            | Verhandelbaar..... | 58,57        | 1,85                  | 58,09                               | 56,72             |
| Nat bas.....               | Prima.....         | 43,14        | 1,11                  | —                                   | 42,03             |
|                            | Gemiddeld..        | 39,14        | 1,11                  | —                                   | 38,03             |
|                            | Verhandelbaar..... | 35,14        | 1,11                  | —                                   | 34,03             |

Green bark delivered by rail—station prices apply.

In calculating the basic station prices of green bark, deductions have been made in respect of siding charges (at sender's station) and railage on extract destined for export (factory to Point less Durban to Point) expressed in terms of green bark on the basis of 3½ tons green bark=1 ton. As and when the South African Railways adjusts its siding charges and/or export rail tariff on extract, such deductions shall be adjusted in such manner that the adjustments in such charges are divided between the grower and the extract manufacturer in the ratio of 3 to 1.

Nat bas per spoor gelewer—stasiepryse van toepassing.

By die berekening van hierdie basiese stasiepryse van nat bas is aftrekkings gemaak t.o.v. sylneffings (by afsender se stasie) en spoorvrag op ekstrak bestem vir uitvoer (fabriek na Point min Durban na Point) uitgedruk as groen bas op die basis van 3½ ton groen bas=1 ton. Wanneer die Suid-Afrikaanse Spoorweë sy sylneffings en/of uitvoerspoortarief op ekstrak wysig, word sodanige aftrekkings op so 'n manier aangepas dat die aanpassings in sodanige heffings tussen die kweker en die ekstrakvervaardiger in 'n 3:1-verhouding verdeel word.

## SCHEDULE OF DEDUCTIONS

Stick bark:

R  
 0,75 per ton for S.A. Wattle Growers' Union Fund.  
 0,50 per ton for S.A. Wattle Growers' Union Stabilisation Fund.  
 0,60 per ton for S.A. Wattle Industry Marketing Fund.

R1,85

Green bark:

R  
 0,45 per ton for S.A. Wattle Growers' Union Fund.  
 0,30 per ton for S.A. Wattle Growers' Union Stabilisation Fund.  
 0,36 per ton for S.A. Wattle Industry Marketing Fund.

R1,11

PIETERMARITZBURG

8 January 1975

## ANNEXURE IV IN TERMS OF CLAUSE 27.2 (b)

Return to be submitted to the secretary of the Wattle Bark Industry Board by extract manufacturers at the close of each season.

Return in respect of.....company

season 19...../19.....

(a) Extract production during the season:

|                                              |                             |
|----------------------------------------------|-----------------------------|
|                                              | Solid.....                  |
| Powder..... x 95*                            | As solid.....               |
|                                              | <u>84</u>                   |
| Total tonnage in terms of solid extract..... | <u>                    </u> |

\* Subject to revision from time to time.

(b) Bark purchased during the season:

|                   | Green                       | Stick                       | Total tons<br>as green      |
|-------------------|-----------------------------|-----------------------------|-----------------------------|
| Prime.....        | .....                       | x $\frac{10}{6}$            | .....                       |
| Average.....      | .....                       | x $\frac{10}{6}$            | .....                       |
| Merchantable..... | .....                       | x $\frac{10}{6}$            | .....                       |
|                   | <u>                    </u> | <u>                    </u> | <u>                    </u> |

(c) Calculation of tonnage of average grade green bark applicable to bark grade differentials:

Tonnage of prime as green.....  
 Less tonnage of Merchantable as green.....  
 @ R.....  
 = R.....

Total grade differential paid divided by average price of green bark at factory of..... R..... = ..... tons

(d) Calculation of factory extraction ratio for the season:

Total bark purchased as green [all grades in (b)].....  
 Green bark calculated in (c).....  
 Total adjusted tonnage of bark purchased for extract production during season, expressed in terms of green bark.....

Therefore: Extraction ratio for season (expressed to 5 decimal places), tonnage as green bark in (d).....

tonnage as solid extract in (a).....

## STAAT VAN AFTREKKINGS

Droë bas:

R  
 0,75 per ton vir S.A. Wattelkwekersuniefonds.  
 0,50 per ton vir S.A. Wattelkwekersunie-stabilisasiefonds.  
 0,60 per ton vir S.A. Wattelnywerheidbemarkingsfonds.

R1,85

Nat bas:

R  
 0,45 per ton vir S.A. Wattelkwekersuniefonds.  
 0,30 per ton vir S.A. Wattelkwekersunie-stabilisasiefonds.  
 0,36 per ton vir S.A. Wattelnywerheidbemarkingsfonds.

R1,11

PIETERMARITZBURG

8 Januarie 1975

## BYLAE IV OOREENKOMSTIG KLOUSULE 27.2 (b)

Opgawe wat aan die einde van elke seisoen deur ekstrakvervaardigers by die sekretaris van die Wattelbasnywerheidsraad ingedien moet word.

Opgawe ten opsigte van.....maatskappy

seisoen 19...../19.....

(a) Ekstrak vervaardig gedurende seisoen:

|                                                    |                             |
|----------------------------------------------------|-----------------------------|
|                                                    | Solied.....                 |
| Poeier..... x 95*                                  | As solied.....              |
|                                                    | <u>84</u>                   |
| Totale tonnemaat uitgedruk as soliede ekstrak..... | <u>                    </u> |

\* Onderworpe aan hersiening van tyd tot tyd.

(b) Bas aangekoop gedurende seisoen:

|                    | Nat                         | Droog                       | Totale tonne-<br>maat as nat |
|--------------------|-----------------------------|-----------------------------|------------------------------|
| Prima.....         | .....                       | x $\frac{10}{6}$            | .....                        |
| Gemiddeld....      | .....                       | x $\frac{10}{6}$            | .....                        |
| Verhandelbaar..... | .....                       | x $\frac{10}{6}$            | .....                        |
|                    | <u>                    </u> | <u>                    </u> | <u>                    </u>  |

(c) Berekening van tonnemaat van nat bas van gemiddelde graad van toepassing op basgraaddifferensiasie:

Tonnemaat prima as nat.....  
 Min tonnemaat verhandelbaar as nat.. ..  
 @ R.....  
 = R.....

Totaal graaddifferensiasie betaal gedeel deur die gemiddelde prys van nat bas by fabriek..... R..... = ..... ton

(d) Berekening van fabriekekstraksieverhouding vir die seisoen:

Totale bas as nat aangekoop [alle grade in (b)].....  
 Nat bas bereken in (c).....  
 Totale aangepaste tonnemaat bas gekoop vir ekstrakvervaardiging gedurende seisoen, uitgedruk as nat bas.....

Daarom: Ekstraksieverhouding vir seisoen (uitgedruk tot 5 desimale) tonnemaat as nat bas in (d).....

tonnemaat as soliede ekstrak in (a).....

(e) Calculation of payment to or withdrawal from the Agterskot Suspense Account:

Per ton of green  
R

Amount added to average green bark price in respect of increase from R110,23 to R..... as agreed in terms of clause 27 (1) (c)—based on  $3\frac{1}{2}$  tons of green bark equals 1 ton of extract.....

Revised amount expressed to 5 decimal places using factory extraction ratio of..... calculated in (d).....

Therefore: Amount due to/due by Agterskot Suspense Account.

Calculation based on bark purchased in terms of green per (b):

Prime... tons @ R..... plus 10%  
Average... tons @ R.....  
Merch... tons @ R..... minus 10%

Total amount due to/due by Agterskot Suspense Account..... R.....

Date.....

Place..... Signed.....

Certified correct:..... Auditors of the company

PIETERMARITZBURG

Date.....

(e) Berekening van betaling in of onttrekkings uit die Agterskot-afwagrekening:

Per ton nat bas  
R

Bedrag toegevoeg tot die gemiddelde natbasprys met betrekking tot verhoging van R110,23 tot R..... soos ooreengekom ingevolge klousule 26 (1) (c), op die basis dat  $3\frac{1}{2}$  ton nat bas gelyk is aan 1 ton ekstrak.....

Hersiene bedrag uitgedruk tot 5 desimale deur die gebruik van die fabriekstrakverhouding van..... soos bereken in (d).....

Daarom: Verskuldig aan/deur die Agterskotafwagrekening.

Berekening gegrond op bas aangekoop, uitgedruk as nat bas per (b):

Prima..... ton @ R..... plus 10%  
Gemiddeld..... ton @ R.....  
Verhandelbaar..... ton @ R..... minus 10%

Totale bedrag verskuldig aan/deur die Agterskotafwagrekening..... R.....

Datum.....

Plek..... Geteken.....

Gesertifiseer korrek:..... Ouditeurs van die maatskappy

PIETERMARITZBURG

Datum.....

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## PHYTOPHYLACTICA

This publication is a continuation of the South African Journal of Agricultural Science Vol. 1 to 11, 1958-1968 and deals with Entomology, Zoological Plant Pests, Nematology, Plant Pathology, Microbiology, Mycology, Taxonomic Studies, Biology and Control. Four parts of the journal are published annually.

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