



Staatskoerant

VAN DIE UNIE VAN SUID-AFRIKA

THE UNION OF SOUTH AFRICA

Government Gazette

[Geregistreer by die Hoofposkantoor as 'n Nuusblad.]

[Registered at the General Post Office as a Newspaper.]

Vol. CXXXIII.]

PRYS 6d.

PRETORIA,

16 JULIE 1943
16 JULY

PRICE 6d.

No. 3218

Alle Proklamasies, Goewermements- en Algemene Kennisgewings, wat vir die eerste maal gepubliseer word, is in die linker-bohoek met 'n * gemerk.

All Proclamations, Government and General Notices published for the first time, are indicated by a * in the left-hand upper corner.

GOEWERMENSKENNISGEWING.

Onderstaande Goewermementskennisgewing word vir algemene informasie gepubliseer:—

DEPARTEMENT VAN HANDEL EN NYWERHEID.

* No. 1286.]

[16 Julie 1943.]

KENNISGEWING INGEVOLGE ARTIKEL TWEE VAN DIE SUIKERWET, 1936.

Kragtens die bevoegdheid my verleen by artikel twee van die Suikerwet, 1936 (Wet No. 28 van 1936), en in die oortuiging—

(a) dat daar geen Ooreenkoms gepubliseer ingevolge artikel een van genoemde Wet bestaan nie; en

(b) dat dit in belang van die suikernywerheid sou wees om die bepaling van 'n Ooreenkoms tussen planters, meulenaars en raffineerders vas te stel;

stel ek, SIDNEY FRANK WATERSON, Minister van Handel en Nywerheid, hierby vas, as bepaling van 'n Ooreenkoms tussen planters, meulenaars en raffineerders, die bepaling uiteengesit in die Bylae van hierdie Goewermementskennisgewing en publiseer ek hierby hierdie Vasstelling kragtens artikel twee (1) (c) van genoemde Wet.

2. Goewermementskennisgewings No. 1359 van 11 September 1936, No. 1760 van 28 Oktober 1938, No. 626 van 1 Mei 1941, No. 765 van 29 April 1942 en No. 859 van 3 Desember 1937 word hierby herroep en die Ooreenkomste gepubliseer in die Skedule van Goewermementskennisgewing No. 1359 van 11 September 1936 en in die Bylae van Goewermementskennisgewing No. 1760 van 28 Oktober 1938, soos gewysig deur Goewermementskennisgewings No. 626 van 1 Mei 1941 en No. 765 van 29 April 1942 word hierby met ingang van 16 Julie 1943 beëindig.

S. F. WATERSON,
Minister van Handel en Nywerheid.

BYLAE.

SUIKERNYWERHEID-OOREENKOMS.

WOORDBEPALING.

1. Tensy strydig met die samhang beteken in hierdie Ooreenkoms—

„Meulenaarsvereniging”, die Natalse Suikermeulenaarsvereniging;

„Plantersvereniging”, die Suid-Afrikaanse Rietplantersvereniging;

„Suikervereniging”, die Suid-Afrikaanse Suikervereniging;

„Hulsar”, Hulett's South African Refineries, Limited;

„Sentrale Raad”, die Sentrale Raad van die Suikernywerheid;

„Umfolozi”, Umfolozi Co-operative Sugar Planters, Limited;

„Doornkop”, The Doornkop Sugar Estates, Limited;

„Shire”, J. H. Shire;

„Entumeni”, Entumeni Sugar Milling Company (Proprietary), Limited;

„Glendale”, Glendale Sugar Estate;

„Hulett's”, Sir J. L. Hulett & Sons, Limited;

„Zululand S.M. en P.”, Zululand Sugar Millers and Planters, Limited;

„Natal Estates”, The Natal Estates, Limited;

„Tongaats”, The Tongaat Sugar Company, Limited;

„Central Factory”, Central Factory, Limited;

„Melville”, Melville Sugar Company, Limited;

„New Guelderland”, New Guelderland Sugar Factory;

GOVERNMENT NOTICE.

The following Government Notice is published for general information:—

DEPARTMENT OF COMMERCE AND INDUSTRIES.

* No. 1286.]

[16 July 1943.]

NOTICE UNDER SECTION TWO OF THE SUGAR ACT, 1936.

In terms of the powers vested in me by section two of the Sugar Act, 1936 (Act No. 28 of 1936), I, SIDNEY FRANK WATERSON, Minister of Commerce and Industries, being satisfied—

(a) that no Agreement published under section one of the said Act is in existence; and

(b) that it would be in the interests of the Sugar Industry to determine the terms of an Agreement between growers, millers and refiners;

do hereby determine, as the terms of an Agreement between growers, millers and refiners, the terms set forth in the Schedule to this Government Notice, and I do hereby publish this Determination in terms of section two (1) (c) of the said Act.

2. Government Notices No. 1359 of the 11th September, 1936, No. 1760 of the 28th October, 1938, No. 626 of the 1st May, 1941, No. 765 of the 29th April, 1942, and No. 859 of the 3rd December, 1937, are hereby withdrawn and the Agreements published in the Schedules to Government Notices No. 1359 of the 11th September, 1936, and No. 1760 of the 28th October, 1938, as amended by Government Notices No. 626 of the 1st May, 1941, and No. 765 of the 29th April, 1942, are hereby terminated with effect from the 16th day of July, 1943.

S. E. WATERSON,
Minister of Commerce and Industries.

SCHEDULE.

SUGAR INDUSTRY AGREEMENT.

INTERPRETATION CLAUSE.

1. In this Agreement, unless inconsistent with the context—

“Millers' Association” means The Natal Sugar Millers' Association;

“Growers' Association” means the South African Cane Growers' Association;

“Sugar Association” means The South African Sugar Association;

“Hulsar” means Hulett's South African Refineries, Limited;

“Central Board” means the Sugar Industry Central Board;

“Umfolozi” means Umfolozi Co-operative Sugar Planters Limited;

“Doornkop” means The Doornkop Sugar Estates, Limited;

“Shire” means J. H. Shire;

“Entumeni” means Entumeni Sugar Milling Co. (Proprietary), Limited;

“Glendale” means Glendale Sugar Estate;

“Hulett's” means Sir J. L. Hulett & Sons, Limited;

“Zululand S.M. & P.” means Zululand Sugar Millers and Planters, Limited;

“Natal Estates” means The Natal Estates, Limited;

“Tongaats” means The Tongaat Sugar Company, Limited;

“Central Factory” means Central Factory, Limited;

“Melville” means Melville Sugar Company, Limited;

“New Guelderland” means New Guelderland Sugar Factory;

„Prospecton”, Prospecton Sugar Estates, Limited;
 „Gledhow”, The Gledhow-Chakas Kraal Sugar Company, Limited;
 „Chakas-Kraal”, The Gledhow-Chakas Kraal Sugar Company, Limited;
 „Illovo”, Illovo Sugar Estates, Limited;
 „Crookes”, Crookes Bros., Limited;
 „Reynolds”, Reynolds Bros., Limited;
 „Umzimkulu”, The Umzimkulu Sugar Company, Limited;
 „Smith-groep”, die groep van suikerfabrikerende maatskappye waarvoor „C. G. Smith & Co., Ltd.” ageer as distribueerder van vervaardigde suiker;
 „Delville Estates”, Delville Estates, Limited;
 „Nkweleni Planters”, die planters wat in die Nkweleni-groep in Bylae „A” voorkom;
 „meul”, sowel die eienaar as die meul;
 „planter”, „meulenaar”, „Minister” en „raffineerder”, onderskeidelik dieselfde as wat in die Suikerwet, 1936, daaroor uiteengesit is; en
 „binnelandse mark”, die Suid-Afrikaanse mark soos omskryf in artikel 59.

2. Hierdie Ooreenkoms tree in werking op die datum waarop dit in die *Staatskoerant* verskyn en bestaan vir die duur van die oorlog en vir een volle oesjaar daarna, of vir die tydperk wat die Minister mag bepaal indien die Ooreenkoms teen 30 April 1945 nie verstryk het nie.

HOOFSTUK I.—SENTRALE RAAD.

3. Vanaf die datum waarop hierdie Ooreenkoms in werking tree, word 'n Raad gestig wat bekend sal wees as die Sentrale Raad van die Suikernywerheid, hierna genoem die Sentrale Raad. Hierdie Sentrale Raad is in alle opsigte die opvolger van die Sentrale Raad kragtens die Vastelling van 1941 ingestel.

4. Die Sentrale Raad bestaan uit drie lede, naamlik 'n voorsitter, 'n plantersvertegenwoordiger en 'n meulenaarsvertegenwoordiger. Behalwe ten opsigte van die eerste lede van genoemde Raad, word die voorsitter aangestel deur die Suikervereniging, die plantersvertegenwoordiger deur die Plantersvereniging en die meulenaarsvertegenwoordiger deur die Meulenaarsvereniging.

5. Die eerste lede van die Sentrale Raad is die lede van die Sentrale Raad kragtens die Vastelling van 1941 ingestel, wat op 30 April 1943 ampsbekleërs was.

6. Die ampstyd van die voorsitter duur totdat hy deur die Suikervereniging ontslaan word en die oorblywende eerste lede dien tot 30 Junie 1944. Die oorblywende lede word dan en daarna jaarliks in die maand Junie aangestel.

7. Die voorsitter mag finansieel geen belanghebbende in die suikernywerheid wees nie en ontvang 'n salaris wat deur die Suikervereniging vasgestel word. Die ander lede ontvang die besoldiging wat deur genoemde Vereniging bepaal word.

8. Ingeval 'n vakature in die Sentrale Raad weens oorlyde, bedanking of andersins (insluitende ontslag van die voorsitter) ontstaan, moet die vakature binne een maand gevul word, in die geval van die voorsitter deur die Suikervereniging en in die geval van 'n planters- of 'n meulenaarsvertegenwoordiger deur aanstelling soos hierbo uiteengesit. Elke lid aldus aangestel of gekies om 'n vakature te vul, beklee sy amp, wat dienstryd betref, op dieselfde voorwaardes as sy voorganger. Indien 'n vakature in die amp van voorsitter nie binne een maand gevul is nie, moet die Minister versoek word om 'n voorsitter te nomineer, en die persoon deur hom genomineer, moet onmiddellik deur die Suikervereniging aangestel word.

9. Indien die voorsitter van die Sentrale Raad te eniger tyd om die een of ander rede verhinder word om 'n vergadering van die Raad by te woon, stel die Bestuur van die Suikervereniging 'n persoon aan om tydelik in die plek van die afwesige voorsitter as sodanig te fungeer, en ingeval die planters- of die meulenaarsvertegenwoordiger te eniger tyd aldus verhinder word, stel die Planters- of die Meulenaarsvereniging, na gelang van die geval, iemand aan om in sy plek tydelik as plaasvervangende lid te fungeer. Solank so iemand aldus ageer, besit hy die bevoegdhede van en moet hy, na gelang van die geval, beskou word as voorsitter of as lid van die Sentrale Raad. Plaasvervangende lede wat die planters en die meulenaars verteenwoordig, kan deur hulle verenigings vooruitaangestel word om van tyd tot tyd, al na die omstandighede sulks vereis, te ageer.

10. Op 'n vergadering van die Sentrale Raad vorm drie lede 'n kworum, en behoudens uitdruklike teenbepaling hierin, word alle sake by meerderheid van stemme beslis.

11. Die Sentrale Raad kan die reglement vasstel wat hy nodig of dienstig ag en wat nie met die bepalinge hiervan in stryd is nie. Hy skryf naamlik voor—

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

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

„Prospecton” means Prospecton Sugar Estates, Limited;

„Gledhow” means The Gledhow-Chakas Kraal Sugar Company, Limited;

„Chakas Kraal” means the Gledhow-Chakas Kraal Sugar Company, Limited;

„Illovo” means Illovo Sugar Estates, Limited;

„Crookes” means Crookes Bros., Limited;

„Reynolds” means Reynolds Bros., Limited;

„Umzimkulu” means The Umzimkulu Sugar Company, Limited;

„Smith Group” means the Group of Sugar Milling Companies for whom C. G. Smith & Co., Ltd., act as distributors of sugars manufactured;

„Delville Estates” means Delville Estates, Limited;

„Nkweleni Planters” means the Growers who are shown in the Nkweleni Group in Schedule „A”;

„Mill” includes owner of a mill;

„grower”, „miller”, „Minister” and „refiner” shall have the meanings assigned to them by the Sugar Act, 1936;

„local market” means the South African market as defined in clause 59.

2. This Agreement shall come into operation on the date on which it is published in the *Gazette*, and shall persist for the duration of the war and for one full crop year thereafter, or for such period as the Minister may determine in the event of the Agreement not terminating by the 30th April, 1945.

CHAPTER I.—CENTRAL BOARD.

3. As from the date of commencement of this Agreement there shall be established a Board to be known as the Sugar Industry Central Board, hereinafter referred to as the Central Board, such Central Board shall in all respects be the successors to the Central Board established under the 1941 Determination.

4. The Central Board shall consist of three members, namely, a Chairman, a Growers' representative and a Millers' representative. Save in respect of the first members of the said Board, the Chairman shall be appointed by the Sugar Association, the Growers' representative shall be appointed by the Growers' Association and the Millers' representative shall be appointed by the Millers' Association.

5. The first members of the Central Board shall be the members of the Central Board established under the 1941 Determination and holding office on the 30th day of April, 1943.

6. The chairman shall hold office until removed by the Sugar Association, and the remaining first members shall hold office until the 30th of June, 1944. Such remaining members shall then and thereafter be appointed annually in the month of June in each year.

7. The chairman shall have no financial interest in the Sugar Industry and shall receive a salary to be fixed by the Sugar Association. The remaining members may receive such remuneration as may be determined by the said Association.

8. In the event of any vacancy arising from death, resignation, or other cause, in the office of a member of the Central Board (including, in the case of the chairman, his removal), such vacancy shall be filled within one month in the case of the chairman by the Sugar Association, and in the case of a growers' or millers' representative by appointment as hereinbefore set out. Any member so appointed or elected to fill a vacancy shall hold office on the same terms as to period as his predecessor. In the event of any vacancy in the office of chairman not being filled within one month the Minister shall be requested to nominate a chairman, and his nominee shall forthwith be appointed by the Sugar Association.

9. If at any time the chairman of the Central Board is from any cause prevented from attending any meeting of the Board, the Council of the Sugar Association shall appoint some person to act temporarily as chairman in his place, and if at any time the growers' representative or the millers' representative is so prevented, the Growers' Association or the Millers' Association, as the case may be, shall appoint some person to act temporarily as an alternate member in his place. Whilst so acting any such person shall have all the powers of and be deemed to be the chairman or a member of the Central Board, as the case may be. Alternate members representing the growers and millers may be appointed by their respective Associations in advance to act from time to time as occasion may require.

10. At any meeting of the Central Board three members shall form a quorum and all questions shall be decided by a majority save as may be otherwise specially provided herein.

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

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

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

(c) in die algemeen die wyse waarop die bepalings van hierdie Ooreenkoms, vir sover hulle betrekking het op die funksies van die Sentrale Raad, die beste uitvoer kan word.

12. Die Sentrale Raad het die bevoegdheid om—

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

(b) al die pligte of werksaamhede te onderneem of uit te voer en al die bevoegdhede uit te oefen wat van tyd tot tyd by of ter uitvoering van die Suikerwet van 1936 aan hom toegewys word;

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

(d) alle ondersoek in te stel wat hy in belang van die suikerbedryf vir die doeltreffende bereiking van die doeleindes van hierdie Ooreenkoms noodsaaklik of wenslik ag;

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

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

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

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

(i) die Sentrale Fonds te ontvang, te beheer en te bestuur en bankrekenings te open, tjoks, wissels en ander dokumente vir inning, belegging en uitbetaling van geld self te onderteken of te doen en te laat onderteken deur iemand behoorlik daartoe aangestel en om alle betalings te doen wat vir die uitoefening van sy funksies kragtens hierdie Ooreenkoms nodig mag wees;

(j) en in die algemeen om alle ander handelinge, sake en dinge te verrig wat vir die behoorlike uitoefening van die bevoegdhede by hierdie Ooreenkoms aan hom verleen, nodig mag wees.

13. Ingeval uit of in verband met die interpretasie of die werking van hierdie Ooreenkoms, 'n geskil of dispuut ontstaan tussen persone vir wie hierdie Ooreenkoms bindend sal word, en vir die beslissing waarvan hierin nie uitdruklik voorsien is nie, moet die geskilpunt of dispuut voorgelê word aan die lede van die Sentrale Raad, sittende as drie afsonderlike arbiters en nie as Raad nie, vir beslissing en uitspraak ooreenkomstig die bepalings van die Arbitrasiewette van tyd tot tyd van krag in die Provinsie Natal, met dien verstande dat—

(a) vir die beslissing van so'n geskil of dispuut en by elke uitspraak die besluit van genoemde lede eenstemming moet wees;

(b) ingeval genoemde lede geen eenstemmige beslissing kan bereik nie, hulle (indien nodig by meerderheid van stemme) 'n skeidsregter moet aanstel, wat 'n advokaat van die Hooggereghof van Suid-Afrika met minstens sewe jaar praktyk moet wees, en die geskilpunt of dispuut aan hom voorlê vir beslissing. Die uitspraak van die skeidsregter is finaal.

Wanneer 'n lid hom onttrek of wanneer daar teen 'n lid sittende as arbiter beswaar gemaak word deur 'n party in die geskil, moet die geskil, niesteenstaande voorgaande, op die gewone wyse aan arbitrasie onderwerp word. Iedere vaststelling of uitspraak ingevolge die bepalings van artikel 13 van die Ooreenkoms van 1936 of die Vastelling van 1941 is nog altyd van krag asof dit kragtens die bepalings van hierdie artikel gedoen is.

14. Daar moet onder beheer van die Sentrale Raad 'n fonds, genoem „die Sentrale Fonds”, gestig word, waaruit alle koste en uitgawes betaal moet word wat deur die Sentrale Raad ingevolge die bepalings van hierdie Ooreenkoms en die regulasies hierin voorgeskryf gemaak word.

15. Die bedrag vereis vir die Sentrale Fonds is 'n nywerheidsverpligting soos hierna omskryf en word verkry uit 'n heffing wat opgelê word soos later voorgeskryf in hierdie Ooreenkoms en in die Statute van genoemde Suikervereniging wat in Bylae „E” hierby aangeheg uiteengesit word. Alle bedrae wat kragtens hierdie artikel gehef en ontvang word, moet dadelik in die Sentrale Fonds gestort word.

HOOFSTUK II.—KONTROLE VAN PRODUKSIE.

16. Sukrose is die maatstaf van planters se kwotas wat in tonne suikrose weergegee word. Hierby word daar aan die planters wie se name uiteengesit is in Bylae „A”, die basiese en die voorwaardelike kwota toegeken wat teenoor hulle name staan, onderworpe egter aan die aantekeninge wat in daardie Bylae vervat is. Elke basiese kwota, of die som van die basiese en die voorwaardelike kwota, waar altwee aan 'n planter toegeken is, omgesit in riet, verteenwoordig die toegelate maksimum-aflewering van riet deur daardie planter, en elke meul se basiese suikerkwota (soos hierna bepaal) verteenwoordig die toegelate maksimum-produksie van

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

12. The Central Board shall have power—

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

(b) to undertake and carry out all such duties or activities and to exercise all such powers as may from time to time be assigned to it by or in pursuance of the Sugar Act, 1936;

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

(d) to conduct any such investigations or inquiries as it may deem necessary or desirable in the interests of the Sugar Industry for the better carrying out of the purposes of this Agreement;

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

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

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

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

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

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

13. In the event of any question or dispute arising out of or in connection with the interpretation or operation of this Agreement between any persons upon whom this Agreement shall become binding, the determination of which is not herein specifically provided for, such question or dispute shall be submitted to the members of the Central Board sitting as three individual arbitrators, and not as the Board, for determination and award in accordance with the provisions of the Arbitration Acts from time to time in force in the Province of Natal, provided that—

(a) for the determination of any such question or dispute and in any award the decision of the said members must be unanimous;

(b) in the event of the said members being unable to arrive at a unanimous decision, they shall appoint (by a majority, if need be) an umpire who shall be an advocate of the Supreme Court of South Africa of at least seven years' standing and shall submit the question or dispute to him for determination. The umpire's award shall be final.

Notwithstanding the foregoing, should any member recuse himself or objection be taken to any member sitting as an arbitrator by a party to the dispute the dispute shall be referred to arbitration in the usual way.

Any determination or award given under the provisions of clause 13 of the 1936 Agreement, or of the 1941 Determination, shall continue to have force and effect as if it were given under the provisions of this clause.

14. There shall be established under the administration of the Central Board, a fund to be called “the Central Fund” which shall be charged with the payment of all costs and expenses incurred by the Central Board in pursuance of the provisions of this Agreement and of the regulations as herein prescribed.

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

CHAPTER II.—CONTROL OF PRODUCTION.

16. Sucrose shall be the standard of measurement of Growers' quotas which shall be expressed in tons of sucrose. There are hereby allocated to the Growers whose names are set out in Schedule “A” the basic and contingency quotas set opposite their respective names, subject, however, to the notes contained in that Schedule. Each basic quota, or the sum of the basic and contingency quotas where a Grower has been allotted both, converted into cane represents the maximum delivery of cane permitted from that Grower, and each mill's basic sugar quota (as hereinafter defined), represents the maximum output of sugar permitted from the mill

suiker deur die betrokke meul in 'n seisoen, en geen planter mag sy maksimum-kwota oorskry nie en geen meul mag sy basiese suikerkwota oorskry nie, behalwe soos by hierdie Ooreenkoms bepaal word. Nieteenstaande voorgaande en te wyte aan die moeilikheid om suikrosekwas by Glendale en Prospecton toe te pas, word by daardie meule riet as maatstaf vir die planters se kwotas gebruik, weergegee in tonne riet soos uiteengesit in Bylae „A”.

Bylae „A” beteken die bylae van planters en hulle kwotas, met die aantekeninge van toepassing daarop, wat ter wille van uitkenning „A” gemerk is en onderteken is deur die Sekretaris van Handel en Nywerheid en gedateer 30 Junie 1943 en wat deur hom opgeteken en bewaar moet word. Afskrifte van Bylae „A” moet deur die Suikervereniging en die Sentrale Raad gehou word. Die Sentrale Raad moet ook 'n register van planters hou.

17. (a) Die Illovo-meul kan sy suikrosekwas met 1,920 ton suikroze vermeerder deur die instelling van vier nuwe voorwaardelike kwotas deur die Sentrale Raad vir toekenning aan gewese soldate.

(b) Die Doornkop-meul kan sy suikrosekwas met 960 ton suikroze vermeerder deur die instelling van twee nuwe voorwaardelike kwotas deur die Sentrale Raad vir toekenning aan gewese soldate.

(c) Glendale kan sy rietkwotas met die hoeveelheid riet gelyk aan 500 ton suiker vermeerder om te voorsien in nuwe voorwaardelike kwotas wat deur die Sentrale Raad ingestel kan word vir toekenning aan nie-blanke gewese soldate.

(d) Ten opsigte van die voorwaardelike kwotas toegeken vir gewese soldate kragtens subartikels (a), (b) en (c) hierbo het die betrokke meulenaars die reg om geskikte oppervlakte grond onmiddellik te bebou, en op die regte tyd moet hierdie grond beskikbaar wees vir toekenning aan gewese soldate. In die geval van subartikels (a) en (b) moet alle tussentydse profyte as trustgeld deur die meulenaar bewaar word ten behoeve van die gewese soldate wat in die nywerheid op die grond ten opsigte waarvan hierdie profyte opgehoop het, gevestig moet word. In die geval van subartikel (c) moet Glendale aan die Suikervereniging, ten behoeve van dié gewese soldate wat in die nywerheid gevestig moet word op die grond ten opsigte waarvan die kwotas toegeken is, as beskoude profyt ten opsigte van alle riet gelewer kragtens

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hierdie kwotas, 'n som geld betaal gelyk aan $\frac{15}{200} \times$ ton riet

200

gelewer kragtens subartikel (c) $\times$ die prys van die riet. Hierdie betalings moet jaarliks op 30 April aan die Suikervereniging gedoen word en moet in die gewone loop deur die Suikervereniging oorbetal word aan die nie-blanke planters wat daarop geregtig is.

(e) Die hoeveelheid suikroze gelykstaande met 400,000 ton riet moet voorsien word vir toekenning aan gewese soldate ooreenkomstig skikkings wat met die Minister getref moet word. Hierdie riet kan deur die Sentrale Raad uitgedeel word om sover doenlik die verhouding tussen elke meul se basiese suikerkwota en die Nywerheid se basiese suikerkwota te behou. Die rietplanters vermeld in hierdie subartikel geniet dieselfde voorregte (behalwe kleinplantersregte ten opsigte van kwotas) as dié van die ooreenstemmende blanke planters en is onderworpe aan dieselfde verpligtings. Die basis waarop kwotas deur bestaande planters afgestaan om gewese soldate tegemoet te kom, is onderworpe aan die Minister se goedkeuring.

18. Aflowering kragtens voorwaardelike kwotas, in die mate waarin dit 'n tekort op die basiese kwotas van planters met voorwaardelike kwotas binne dieselfde seksie, soos omskryf in Bylae „B”, oorskry, moet bygevoeg word tot die som van die basiese kwotas van die betrokke seksie asook van die meul se leweransiers en aldus deel uitmaak van die Nywerheid se totale basiese suikerkwota kragtens die bepalinge van artikel 19 hiervan. Elke sodanige netto-vermeerdering kan deur die Sentrale Raad onder die meule uitgedeel word om sover doenlik die verhouding tussen elke meul se basiese suikerkwota en die Nywerheid se totale basiese suikerkwota, afgesien van die vermeerdering, te behou.

19. 'n Meul se basiese suikerkwota staan elke jaar gelyk aan die som van al sy leweransiers se basiese suikrosekwas plus iedere netto-vermeerdering kragtens die bepalinge van artikel 18, vermenigvuldig met:—

Die meul se algehele behaalbare proporsie vir die betrokke seisoen

100

100

 $\times$

Die meul se gemiddelde polarisasie vir dieselfde seisoen.

Met dien verstande dat in die geval van die Nkweleni-meulgroep die basiese suikerkwota, vir doeleindes van vervaardiging, verdeel moet word tussen Zululand S.M. en P. en Natal Estates kragtens die bepalinge van artikel 41 (b) hiervan.

Voorgaande is nie van toepassing op—

(a) Umfolozi, wie se basiese suikerkwota 35,046 ton bedra plus die suiker vervaardig uit die kwota-aflerings van planters aan hom toegeken in Bylae „A”;

(b) Glendale, wie se basiese suikerkwota 3,000 ton bedra plus die suiker vervaardig uit die voorwaardelike kwotas vermeld in artikel 17 (c);

concerned, in any one season, and no Grower shall exceed his maximum quota and no mill shall exceed its basic sugar quota save as is provided by this Agreement. Notwithstanding the foregoing and owing to the difficulty of applying sucrose quotas at Glendale and Prospecton, at those mills cane shall be the standard of measurement of growers' quotas which shall be expressed in tons of cane as set out in Schedule “A”.

Schedule “A” means the schedule of Growers and their quotas, with the notes applicable thereto, which for purposes of identification, has been marked “A”, signed by the Secretary for Commerce and Industries and dated 30th June, 1943, and which is filed of record by him. Copies of Schedule “A” shall be kept by the Sugar Association and the Central Board. The Central Board shall also keep a register of Growers.

17. (a) The Illovo Mill may increase its sucrose quotas to the extent of 1,920 tons of sucrose by the creation of four new contingency quotas by the Central Board, for allocation to ex-servicemen.

(b) Doornkop Mill may increase its sucrose quotas to the extent of 960 tons of sucrose by the creation of two new contingency quotas by the Central Board for allocation to ex-servicemen.

(c) Glendale may increase its cane quotas by the cane equivalent of 500 tons of sugar to accommodate new contingency quotas which the Central Board may create and allot to non-European ex-servicemen.

(d) In the case of contingency quotas allocated for ex-servicemen in sub-clauses (a), (b) and (c) above, the millers concerned shall have the right to bring appropriate acreages of land into production immediately, and at the correct times these lands shall be available for allocation to ex-servicemen. In the case of sub-clauses (a) and (b), any interim profits accruing shall be held in trust by the miller for the benefit of those ex-servicemen who shall be settled in the industry on the lands in respect of which such profits have accrued. In the case of sub-clause (c) Glendale shall pay to the Sugar Association for the benefit of those ex-servicemen who shall be settled in the industry on the lands in respect of which the quotas are allotted as a deemed profit on all cane supplied in respect of such quotas, a sum equivalent to

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$\frac{15}{200} \times$ tons of cane supplied under sub-clause (c) $\times$ price of such cane.

These payments shall be made to the Sugar Association annually on the 30th April, and shall in due course be paid over by the Sugar Association to the non-European growers entitled thereto.

(e) The sucrose equivalent of 400,000 tons of cane shall be provided for allocation to ex-servicemen in accordance with arrangements to be made with the Minister. Such cane may be distributed by the Central Board so as to maintain as far as possible the proportion that each mill's basic sugar quota bears to the Industry basic sugar quota. The Growers of the cane mentioned in this sub-section shall enjoy the same privileges (except small growers' rights with regard to quotas), as corresponding European Growers, and shall be subject to the same obligations. The basis of surrender of quotas of existing growers to accommodate ex-servicemen shall be subject to the approval of the Minister.

18. Deliveries under contingency quotas shall, to the extent that they exceed any shortfalls on the basic quotas of contingency quota growers within the same section, as defined in Schedule “B”, be added to the sum of the basic quotas of the section concerned as well as of the mill's suppliers and thus become part and parcel of the Industry's total basic sugar quota in terms of clause 19 hereof. Any such nett increase may be distributed amongst mills by the Central Board so as to maintain, as far as possible, the proportion that each mill's basic sugar quota bears to the Industry's total basic sugar quota apart from such increase.

19. A mill's basic sugar quota in each year shall be the sum of the basic sucrose quotas of all its suppliers, plus any nett increase under the terms of clause 18, multiplied by:—

Mill's O.R. for the season in question

100

 $\times$

Mill's av. pol. for the same season.

100

Provided that in the case of the Nkweleni Mill Group the basic sugar quota shall be divided for manufacturing purposes between Zululand S.M. & P. and Natal Estates in terms of clause 41 (b) hereof.

The foregoing does not apply to—

(a) Umfolozi, whose basic sugar quota shall be 35,046 tons plus sugar made from the quota deliveries of growers allocated to it in Schedule “A”;

(b) Glendale, whose basic sugar quota shall be 3,000 tons plus the sugar made from the contingency quotas referred to in clause 17 (c);

(c) Shire, wie se basiese suikerkwota 1,750 ton bedra; en
(d) Prospecton, wie se basiese suikerkwota gelykstaan aan die totaal van die basiese rietkwotas van al sy leweransiers plus die hoeveelheid waarmee die afleverings kragtens voorwaardelike kwotas 'n tekort op die basiese kwotas van voorwaardelike kwota-planters oorskry, gedeel deur die verhoudingsyfer van tonne riet geper tot tonne suiker vervaardig in die betrokke jaar.

Die Nywerheid se totale basiese suikerkwota is die totaal van alle meule se basiese suikerkwotas.

20. (a) Individuele tekorte mag nie weer uitgedeel word nie, behalwe in die mate nodig om die meul se binnelandse mark-kwota te vul. Elke sodanige heruitdeling moet eerstens seksioneel geskied, en ingeval 'n seksie nie sy binnelandse mark-kwota kan vul nie, moet die tekort beskikbaar gemaak word vir die ander seksies pro rata tot hulle seksionele basiese kwotas.

Die toekenning van tekorte binne die seksies moet pro rata tot individuele basiese kwotas geskied, mits vir hierdie doel planters met voorwaardelike kwotas hulle deel sal kry pro rata tot hulle maksimum-kwotas (d.w.s., basiese kwotas plus voorwaardelike kwotas).

(b) Ingeval daar 'n tekort in 'n meul se uitvoerkwota ontstaan, moet die tekort gedek word eerstens deur surplus-afleverings van die seksie of seksies waarin 'n tekort bestaan. Elke seksionele tekort moet beskikbaar wees vir die ander seksies pro rata tot hulle seksionele basiese kwotas.

Die toekenning van tekorte binne die seksies moet pro rata tot individuele basiese kwotas geskied, mits vir hierdie doel planters met voorwaardelike kwotas hulle deel sal kry pro rata tot hulle maksimum-kwotas (d.w.s., basiese kwotas plus voorwaardelike kwotas).

21. Surplus-riet, behalwe dié wat gelewer word kragtens artikel 20 hierbo, kan van die hand gesit word deur middel van 'n „B”-versameling, mits daar 'n mark vir die suiker is.

Elke seksie by elke meul het die reg om vir afset in die „B”-versameling 'n hoeveelheid suikrose van ten hoogste 5 persent van sy seksionele basiese suikrosekwota te lewer, en geen seksionele tekort is beskikbaar vir 'n ander seksie by dieselfde meul of vir 'n ander meul nie.

Met toestemming van die Minister kan die „B”-versameling vermeerder word, en elke sodanige vermeerdering moet aan die meule pro rata tot hulle basiese suikerkwotas toegeken word; so ook aan die seksies pro rata tot hulle seksionele basiese kwotas. Elke sodanige toekenning wat nie deur 'n meul benodig is nie, moet weer aan ander meule op dieselfde wyse uitgedeel word; so ook moet elke toekenning wat nie deur 'n seksie benodig is nie, beskikbaar wees vir ander seksies by dieselfde meul.

By elke meul moet die seksionele „B”-versameling binne die seksie pro rata tot die basiese kwotas van die individuele leweransiers uitgedeel word, mits die voorwaardelike kwota-planters vir hierdie doel hulle aandeel moet kry pro rata tot hulle maksimum-kwotas (d.w.s., basiese plus voorwaardelike kwotas). Die tekort in 'n seksie kan uitgedeel word aan planters binne daardie seksie.

Nieteenstaande voorgaande is meulenaars nie verplig om riet vir die „B”-versameling te ontvang nie, maar indien riet ontvang word, moet daar gelyke geleentheid vir elke seksie verskaf word. Riet bestem vir die „B”-versameling kan na 'n meulenaar afgewend word, behalwe die meulenaar aan wie die leweransier by kontrak verbind is.

22. Indien in 'n seisoen, nadat voorsien is in suiker wat geproduseer is of moet word uit kwotas toegeken aan gewese soldate kragtens artikel 17 (e), die orige deel van die beskikbare mark, sowel ten opsigte van uitvoer as binnelandse verbruik, minder is as die totale suiker wat geproduseer is of moet word uit kwotas [behalwe dié wat aan gewese soldate toegeken is kragtens artikel 17 (e)] toegeken kragtens hierdie Ooreenkoms, moet die kwotas proporsioneel verminder word.

23. Die Sentrale Raad kan, onderworpe aan die goedkeuring van die Bestuur van die Suikervereniging, nuwe kwotas instel waar dit raadsaam blyk en die kwotas kragtens artikel 16 toegeken aan planters wat gedurende die huidige oorlog voltyds in militêre diens was, vermeerder.

Die Sentrale Raad kan ook, waar dit nodig blyk, eventuele foute in die vaststelling van kwotas verbeter.

24. Alle riet gelewer ter vervulling van basiese en voorwaardelike kwotas het voorkeur vir persing bo riet bestem vir die „B”-versameling. Indien riet bestem vir die „B”-versameling afgewend word na 'n meulenaar, behalwe die meulenaar aan wie die leweransier by kontrak verbind is, moet die planter self die spoorvrug betaal.

25. Daar is 'n voorwaarde geheg aan die toekenning van elke kwota kragtens hierdie Ooreenkoms, naamlik dat die kwotahouer aan die Sentrale Raad alle besonderhede omtrent die identiteit van die grond waarop die kwota betrekking het, moet verskaf.

26. (a) Die kwotas van Bantoeplanters moet afgeskei word van dié van ander nie-blanke planters.

(b) Die Sentrale Raad het die mag om 'n kwotaskema vir 'n groep Bantoeplanters vas te stel. By uitoefening van hierdie mag moet die Sentrale Raad die Departement van Naturellesake raadpleeg en daarvan oortuig wees dat die kwotaskema deur die betrokke meulenaar en planters verlang word.

(c) Die administrasie van die Bantoe kwota moet behartig word deur die blanke Meul-groepraad in samewerking met 'n adviserende komitee verteenwoordigende die Bantoeplanters.

(c) Shire, whose basic sugar quota shall be 1,750 tons; and

(d) Prospecton, whose basic sugar quota shall be the aggregate of the basic cane quotas of all its suppliers plus excess of deliveries under contingency quotas over any shortfall on basic quotas of contingency quota growers, divided by the ratio of tons cane crushed to tons sugar produced in the year in question.

The Industry's total basic sugar quota shall be the aggregate of all the Mill's basic sugar quotas.

20. (a) Individual shortfalls shall not be redistributed except to the extent required to fulfil the mill's local market quota. Any such redistribution shall be firstly sectional and in the event of any section being unable to fill its local market quota, any such shortfall shall be available to the other sections pro rata to the sectional basic quotas.

The allocation of shortfalls within the sections shall be pro rata to individual basic quotas, provided that for this purpose contingency quota growers shall participate pro rata to their maximum quotas (i.e. basic quotas plus contingencies).

(b) In the event of a mill having a shortfall in its export quota such shortfall shall be made up firstly by surplus deliveries from the section or sections in which a shortfall occurs. Any sectional shortfall shall be available to the other sections pro rata to their sectional basic quotas. The allocation of shortfalls within the sections shall be pro rata to individual basic quotas, provided that for this purpose contingency quota growers shall participate pro rata to their maximum quotas (i.e. basic quotas plus contingencies).

21. Surpluses other than such as may be supplied under clause 20 above may be disposed of in a „B” Pool, provided there is a market available for the sugar.

Each section at each mill shall be entitled to supply for disposal in „B” Pool a quantity of sucrose not exceeding 5 per cent. of such section's basic sucrose quota and no sectional shortfall shall be available for any other section at the same mill or any other mill.

With the approval of the Minister the „B” Pool may be increased and any such increase shall be allocated amongst mills pro rata to their basic sugar quotas, and likewise amongst sections pro rata to their sectional basic quotas. Any such allocation not required by a mill shall be redistributed to other mills in the same manner and likewise any allocation not required by a section shall be available to other sections at the same mill.

At each mill the sectional „B” Pool shall be distributed within the section pro rata to the basic quotas of the individual suppliers, provided that for this purpose contingency quota growers shall participate pro rata to their maximum quotas (i.e. basic quotas plus contingencies). Shortfalls in any section may be distributed amongst growers within that section.

Notwithstanding the foregoing millers are not obliged to accept any cane for „B” Pool, but if such cane is accepted equal facilities shall be provided for each section. „B” Pool cane may be diverted to a miller other than the miller to whom the supplier is under contract.

22. If, in any season after making provision for sugar produced and to be produced from quotas allocated to ex-servicemen under clause 17 (e), the balance of the available market, both export and local, is less than the total of sugar produced and to be produced from quotas [other than those allotted to ex-servicemen under clause 17 (e)] allotted under this Agreement, such quotas shall be reduced proportionately.

23. Subject to the approval of the Council of the Sugar Association the Central Board may create new quotas when it appears to the Board to be desirable to do so and may increase the quotas allocated under clause 16 hereof to growers who have been in full-time military service during the course of the present war.

The Central Board may also in case of need correct any errors that may be found to have occurred in assessing quotas.

24. All cane supplied in fulfilment of basic and contingency quotas shall have precedence for crushing over „B” Pool cane. If „B” Pool cane is diverted to a miller other than the miller to which a supplier is under contract, the grower shall pay the railage.

25. It shall be a condition attached to the allocation of every quota under this Agreement that the quota holder furnish the Central Board with full particulars identifying the land to which the quota is attached.

26. (a) The quotas of Bantu growers shall be segregated from those of other Non-European growers.

(b) The Central Board shall have power to determine a quota scheme for any group of Bantu growers. In exercising such power the Central Board shall consult the Native Affairs Department and satisfy itself that the quota scheme is desired by the miller and growers concerned.

(c) The administration of the Bantu quota shall be carried out by the European Mill Group Board in collaboration with an advisory committee representing the Bantu growers.

27. (a) Vanaf datum van inwerkingtreding van hierdie Ooreenkoms word daar 'n Meul-groepraad vir elke meul ingestel as opvolger van die ooreenstemmende Meul-groepraad kragtens die bepaling van artikel 22 van die Vasstelling van 1941 ingestel. Die eerste lede van elke Meul-groepraad is die lede van die ooreenstemmende Meul-groepraad soos bogemeld wat op 30 April 1943 ampsbekleërs was; hulle bly in diens tot hulle opvolgers aangestel word. Die lede moet jaarliks in die maand April aangestel word, en vakatures moet gevul word deur die planters wat riet lower aan die meul ten opsigte waarvan die Meul-groepraad ingestel is of deur die meulenaar aan wie die meul behoort, na gelang van die geval. In geval van 'n geskil word die verteenwoordiging deur die Sentrale Raad vasgestel. Alle kwessies waaroor 'n besluit geneem moet word, word by meerderheid van stemme beslis, en elke Meul-groepraad kan sy eie reëls van prosedure formuleer.

(b) Die Nkweleni planters word ingestel as 'n afsonderlike en aparte Meul-groep met sy eie suikerkwota en sy eie Meul-groepraad.

28. Elke meulenaar kan, as hy dit raadsaam ag, 'n nie-blanke raad instel, wat die meulenaar en die nie-blanke (behalwe Bantoe-) loweransiers van die meul verteenwoordig, om laasgenoemde se kwotas te administreer vir en namens die Meul-groepraad en onderworpe aan sy goedkeuring.

Elke nie-blanke raad wat op 30 April 1943 bestaan het kragtens die bepaling van artikel 24 (b) van die Vasstelling van 1941, word beskou as ingestel kragtens hierdie artikel, en die lede van sodanige Raad wat ampsbekleërs was op gemelde datum, is die eerste lede van die ooreenstemmende Raad hierby ingestel en bly in diens tot hulle opvolgers aangestel word. Die lede moet jaarliks in die maand April aangestel word.

29. Dit is die plig van die Meul-groepraad om planters se kwotas waar nodig aan te pas en om suikrokwotas om te sit in tonne riet vir die doel van indeling van eweredige afleverings aan die meul, en die meulenaar kan nie aanspreeklik gehou word vir foute deur die Raad begaan om 'n planter se kwota in die vorm van riet juis te beraam nie. Die Sentrale Raad se Riettoetsdiens moet die Meul-groepraad voorsien van besonderhede aangaande planters se afleverings wanneer die Meul-groepraad dit nodig vind vir die doel van kwotahersiening, en waar so'n diens nie bestaan nie, moet die meulenaar die benodigde gegewens verstrek.

Ingeval dit nodig is, kan die Sentrale Raad regulasies opstel om leiding te gee aan Meul-groeprade, sodat uitvoering hieraan gegee kan word.

30. Die meulenaars en die planters onderneem om aan die Meul-groeprade alle inligting te verskaf wat redelikerwys nodig is om hulle in staat te stel om hulle pligte kragtens artikel 29 hiervan uit te oefen.

31. Elke besluit van of toekenning deur 'n Meul-groepraad is onderhewig aan appél deur enige belanghebbende party aan die Sentrale Raad, wie se beslissing finaal is.

32. Meul-groeprade is ondergeskikte liggame van en as sodanig verantwoordelik aan die Sentrale Raad en moet uitvoering gee aan alle voorskrifte en instruksies van die Sentrale Raad aangaande die uitoefening van hulle pligte hierin vervat.

33. Onderhewig aan appél aan die Sentrale Raad, soos hierbo uiteengesit, het die Meul-groepraad die mag om enige kwessie aangaande planters se kwotas, waarvoor daar geen spesiale voorsiening in hierdie Ooreenkoms gemaak is nie, te beslis.

34. Die Sentrale Raad het die mag om enige kwessie aangaande meul-suikerkwotas te beslis waarvoor daar in hierdie Ooreenkoms geen spesiale voorsiening gemaak is nie.

35. Met inagneming van alle omstandighede van 'n geval het die Sentrale Raad die mag om sy toestemming te weier tot die oordrag van 'n deel van 'n kwota of 'n onderverdeling daarvan as gevolg waarvan 'n kwota ingestel sou word wat volgens die Raad se oortuiging onekonomies sou wees vir 'n individuele boerdery-eenheid en strydig met die belange van die Nywerheid as geheel.

36. (a) Die toekenning van 'n kwota word beskou as verbonde aan die kwotahouer alleen ten opsigte van die plaas of landerye waarvandaan hy gedurende die seisoen 1935-36 riet gelewer het of wat hy voor 1 Mei 1936 met riet vir aflevering beplant het (behalwe dat die toekenning van 'n nuwe kwota wat toegeken is, of hierna toegeken kan word, besko word as verbonde te wees aan die kwotahouer alleen ten opsigte van die plaas of landerye waarvoor dit toegeken is) en ten opsigte alleen van die meulenaar aan wie hy aldus riet gelewer het of by kontrak verplig is om riet te lewer.

(b) Geen wysiging van die voorwaardes van so'n toekenning, wat betref die kwotahouer, die plaas of landerye of die meulenaar, word toegelaat nie, behalwe met voorafgaande toestemming van die Sentrale Raad, wat bevoegdheid besit om alle kwessies betreffende wisseling van kwotahouer, oordrag uit een seksie na 'n ander seksie, oordrag na 'n ander plaas of ander landerye, en wisselinge van die betrokke meulenaar en alle aanverwante vraagstukke, soos onderverdeling van die plaas of landerye, toekenning by die verval van huurkontrakte en dergelike, te beslis.

(c) Geen voorwaardelike kwota mag regstreeks of onregstreeks oorgedra word aan 'n persoon in besit van ander kwotaregte nie, behalwe in die mate van die hoogste gemiddelde wat die kwota-oordraer alreeds bereik het deur afleverings in twee agtereenvolgende jare; verder mag die Sentrale Raad nie sy toestemming gee tot die oordrag van

27. (a) As from the date of operation of this Agreement, there shall be established for each mill a Mill Group Board as successor to the corresponding Mill Group Board established under the provisions of clause 22 of the 1941 Determination. The first members of each Mill Group Board shall be the members of the corresponding Mill Group Board as aforesaid, holding office on 30th April, 1943, and they shall hold office until their successors are appointed. Members shall be appointed annually in the month of April and casual vacancies shall be filled, by the growers supplying the mill in respect of which such Mill Group Board has been established, or the miller owning such mill, as the case may be. In the event of a dispute the Central Board shall fix the respective representations. All questions for decision shall be decided by a majority, and each Mill Group Board may formulate its own rules of procedure.

(b) The Nkweleni Planters shall be established as a distinct and separate Mill Group with its own sugar quota and its own Mill Group Board.

28. Each miller may, if he deems it advisable, establish a Non-European Board representative of the miller and the non-European (other than Bantu) suppliers of such mill to deal with the latter's quotas for and on behalf of the Mill Group Board, and subject to its approval.

Any non-European Board in existence on the 30th day of April, 1943, under the provision of clause 24 (b) of the 1941 Determination shall be deemed to have been established under this clause and the members of any such Board holding office on the said date shall be the first members of the corresponding Board hereby authorised, and shall hold office until their successors are appointed. Members shall be appointed annually in the month of April.

29. It shall be the duty of the Mill Group Board to adjust growers' quotas where necessary and to translate sucrose quotas into tons of cane for the purpose of regulating rateable deliveries to the mill and the miller shall not be liable for any failure on the part of the Board to estimate correctly any growers' quota in terms of tons of cane. The Central Board Cane Testing Service shall furnish the Mill Group Board with particulars of growers' deliveries as and when required by the Mill Group Board for the purpose of quota revision, and where such service does not operate the miller shall furnish the required information.

In case of need the Central Board may frame regulations for the guidance of Mill Group Boards in order to give effect hereto.

30. Millers and growers undertake to afford Mill Group Boards all information reasonably necessary to enable them to perform the functions set out in clause 29 hereof.

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

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

33. The Mill Group Board shall, subject to the appeal to the Central Board hereinbefore set out, have jurisdiction to determine any question relating to growers' quotas not specifically provided for in this Agreement.

34. The Central Board shall have jurisdiction to determine any question relating to mill sugar quotas not specifically provided for in this Agreement.

35. Having regard to all the circumstances of any case the Central Board shall have power to refuse consent to the transfer of a portion or sub-division of a quota as a result of which any quota would be created which the Board is satisfied would prove to be uneconomic for an individual farming unit and contrary to the interest of the Industry as a whole.

36. (a) The allocation of a quota shall be regarded as attaching to the allottee in respect only of the farm or lands from which he delivered cane during the 1935-36 season, or had planted with cane for delivery, prior to the 1st May, 1936 (save that the allocation of a new quota which has been or which may be hereafter allotted shall be regarded as attaching to the allottee in respect only of the farm or lands for which it is allotted), and in respect only of the miller to whom he so delivered or is under contract to deliver.

(b) No alteration in the terms of such allocation either as regards the allottee, the farm or lands, or the miller, shall be made without the prior consent of the Central Board, who shall have jurisdiction to decide all questions of change of allottee, transfer from one section to another, transfer to another farm or other lands, and change of the miller concerned, and all other cognate questions such as sub-division of the farm or lands, allocation upon the termination of leasehold titles or the like.

(c) No contingency quota may be transferred to any person who has other quota rights, either directly or indirectly, except to the extent of the mean peak the transferor may then have already established by deliveries in two consecutive years; further the Central Board shall not consent to the transfer of that portion of the contingency quota which the

die gedeelte van 'n voorwaardelike kwota wat die kwota-oordraer nog nie bereik het deur afleverings in twee agtereenvolgende jare nie, tensy die Raad oortuig is dat die kwota-ontvanger in dieselfde seksie geklassifiseer kan word as die kwota-oordraer en dat hy (die kwota-ontvanger) geen belang het, regstreeks of onregstreeks soos deur die Raad bepaal mag word, by enige ander kwota nie.

(d) Die Sentrale Raad is nie geregtig om kragtens die bepalings van hierdie artikel 'n beslissing te gee as gevolg waarvan 'n bestaande kontrak tussen belanghebbende partye verbreek word of waardeur aan iemand meer regte verleen word ten opsigte van 'n kwota as wat die oorspronklike of vorige houër daarvan besit het nie.

(e) Indien 'n kwota weens die omstandighede van die geval verval, kan die Sentrale Raad die Meulgroeperaad magtig om dit ooreenkomstig die bepalings en voorwaardes wat die Sentrale Raad goedkeur, toe te ken.

(f) By uitoefening van die bevoegdheid, deur hierdie artikel verleen, moet die Sentrale Raad, alvorens 'n beslissing te gee, alle belanghebbende partye in die geleentheid stel om voor hom gehoor te word. By sodanige uitoefening van sy bevoegdheid moet die Raad, na gelang van die omstandighede van die geval, redelik en billik handel, en sy beslissings moet, wanneer iemand hom veronreg voel en stappe daartoe neem, onderworpe wees aan die jurisdiksie van die gemenerereg by wyse van hersiening, wat by die gereghouwer berus.

(g) Nieteenstaande alle voorgaande bepalings kan daar sonder toestemming van die Sentrale Raad in enige toekenning verandering aangebring word indien—

(i) die enigste verandering daarin wat beoog word, 'n bona fide-verandering is van plaas of landerye (hetsy geheel of gedeeltelik) waarop die toekenning betrekking het, in 'n ander plaas of landerye wat aan dieselfde persoon behoort of deur hom aangehou word;

(ii) die toekenning aan so iemand en die verhouding daarvan origns in alle opsigte geheel en al onveranderd bly;

(iii) die toekenning aan iemand anders in alle opsigte heeltemal onveranderd bly en geen nuwe toekenning beoog word nie;

(iv) die verandering in kwessie geen verbreking van kontrak meebring nie;

met dien verstande altyd dat so iemand die Sentrale Raad skriftelik moet kennis gee voordat hy van so'n plaas of landerye wat die vorige vervang, riet lewer.

(h) Alle beslissings en magtigings wettiglik gegee of gedoen deur die Sentrale Raad of 'n bevoegde gereghouwer kragtens die bepalings van artikel 28 van die Vastelling van 1941 is nog altyd van krag gedurende die tydperk van hierdie Ooreenkoms, onderworpe aan die bepalings daarvan, of totdat hulle herroep of gewysig word by beslissing of magtiging gegee of gedoen kragtens die bepalings van hierdie Ooreenkoms.

37. In die geval van 'n meul wat ophou bestaan, word die kwotas van die meulenaar-cum-planter en die planters wat aan die meul riet lewer, oorgedra na 'n ander meul wat bereid is om die riet te ontvang, en aan laasgenoemde meul moet dan verdere suiker toegestaan word om die riet te kan behartig. Dit mag egter nie die kontraktuele regte tussen 'n meulenaar en sy leweransiers raak nie.

HOOFSTUK III.—LEWERING EN PRYS VAN RIET.

38. Die meulenaars onderneem om voorrade riet deur planters gelewer of vir lewering aangebied, tot die maksimum van hulle individuele kwotas te aanvaar, asook om voorrade wat hierdie kwotas te bowe gaan, nie aan te neem nie en verder om geen riet wat deur hulself verbou is en in hoeveelheid hul eie individuele kwotas te bowe gaan, te maal nie.

39. Riet gelewer of vir lewering aangebied soos voornoem, word (onderworpe aan die bepalings van artikel 57 hiervan) beskou as gelewer of vir lewering aangebied ingevolge 'n kontrak vir die verkoop of die aankoop van die riet ooreenkomstig die bepalings en voorwaardes hierin uiteengesit.

40. Alle riet moet op eie koste deur die planter gelewer word by die meul of op die plek waar hy ingevolge 'n bestaande kontrak verplig is om dit te lewer of, indien daar geen sodanige kontrak bestaan nie, by die meul waar hy dit gedurende die seisoen 1935-36 gelewer het, of waaraan hy vir kwota-doeleindes kragtens hierdie Ooreenkoms verbonde, maar in gevalle waar ingevolge 'n bestaande kontrak die spoorvrag op riet, hetsy in sy geheel of gedeeltelik, deur die meulenaar betaal word, hoef die planter nie meer te betaal as wat hy in die verlede ingevolge die kontrak verplig was om te betaal nie.

41. (a) Nieteenstaande die bepalings van artikel 40 hiervan kan meulenaars, onderworpe aan die kwotabepalings van hierdie Ooreenkoms, voorrade riet na enige meul afwend, met dien verstande dat die planter wie se riet afgewend is, nie meer of nie minder mag ontvang as die prys wat ooreenkomstig artikel 46 hiervan aan hom verskuldig is nie.

(b) Elke jaar word al die riet geproduseer deur Nkweleni-planters ter vervulling van hulle basiese suikerkwota en wat meer is as die hoeveelheid geskat as genoeg om 8,000 ton suiker te vervaardig, afgewend na en aangeneem deur The Natal Estates Ltd. Hierdie riet kan behandel word kragtens die bepalings van hierdie en die daaropvolgende artikel.

transferor has not established by deliveries in two consecutive years unless it is satisfied that the transferee can be classified within the same section as the transferor and that he (the transferee) has no interest, either direct or indirect, as may be determined by the Board, in any other quota.

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

(e) If by reason of the circumstances of the case any quota shall lapse the Central Board may authorize the Mill Group Board to allocate it upon such terms and conditions as shall be approved by such Central Board.

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

(g) Notwithstanding all the foregoing where—

(i) the only alteration of any allocation sought is a bona fide change from the farm or lands to which it applies (either in whole or in part) to another farm or lands owned or held by the same person;

(ii) the allocation to such person and the incidence thereof remain otherwise entirely unaffected in every respect;

(iii) the allocation of any other person is entirely unaffected in every respect and no new allocation is sought; and

(iv) the alteration in question does not involve any breach of any contract;

then such alteration may be effected without the consent of the Central Board, provided that such person shall give notice in writing to it before he supplies any cane from such substituted farm or lands.

(h) All decisions and authorisations lawfully given or made by the Central Board, or any competent Court under the provisions of clause 28 of the 1941 Determination shall continue to be of full force and effect for the duration of this Agreement subject to the provisions thereof or until reversed or varied by any decision or authorisation given or made under the provisions of this Agreement.

37. In the event of any mill closing down the quotas of the Miller-cum-Planter and of the growers supplying such mill shall be accommodated at any other mill that is prepared to accept the cane, and the mill to which the cane is transferred shall be granted additional sugar to accommodate such cane. This shall not, however, affect the contractual rights between a miller and his suppliers.

CHAPTER III.—SUPPLY OF CANE AND CANE PRICE.

38. Millers undertake to accept supplies of cane delivered or tendered for delivery by growers to the extent of growers' individual quotas, and undertake not to accept supplies in excess thereof nor to crush cane grown by themselves in excess of their own individual quotas.

39. Cane delivered or tendered for delivery as aforesaid shall (subject to the provisions of clause 57 hereof) be deemed to be so delivered or tendered in pursuance of a contract for the sale and purchase of such cane on the terms and conditions herein set out.

40. All cane shall be deliverable by the grower at his own expense at the mill or site to which he is obliged under any existing contract to deliver or, in the absence of any existing contract, to the mill to which he delivered his cane during the 1935-36 season, or to which he is attached for quota purposes under this Agreement, but where under an existing contract railage on cane is paid either in whole or in part by the miller, the grower shall not be required to pay more than he was obliged to pay in the past under such contract.

41. (a) Notwithstanding the provisions of clause 40 hereof, millers may, subject to the quota provisions of this Agreement, divert supplies of cane to any mill, provided that the grower whose cane is diverted shall receive no more nor less than the price payable to him in terms of clause 46 hereof.

(b) In each year any cane produced by Nkweleni Planters in fulfilment of their basic sugar quota in excess of the quantity estimated to be sufficient to produce 8,000 tons of sugar shall be diverted to and accepted by the Natal Estates, Ltd. Such cane may be dealt with under the provisions of this and the next succeeding clause.

Vir riet wat so afgewend is, moet die planters betaling ontvang volgens die skaal waarop Nkwaleni-planters geregtig is by die Empangeni-meul. Vir sover dit Bylae „B” betref word die gesamentlike afleverings van Nkwaleni Planters beskou as die afleverings van die Nkwaleni-seksie soos daarin omskryf.

Die bykomende spoorvragkoste vir riet afgewend kragtens hierdie subartikel moet vereffen word eerstens deur die Natal Estates se bydraes soos bepaal in (i) en (ii) hieronder en daarna deur spoorvragbesparings vermeld in artikel 42 hiervan tot hoogstens £5,000 in 'n seisoen. Natal Estates se bydraes ten opsigte van riet afgewend kragtens hierdie subartikel is as volg:—

(i) Die verskil tussen die prys vir riet by Empangeni en Mount Edgecombe weens die verskil in die spoorvrag op suiker; en

(ii) 1s. 6d. per ton riet.

(c) Die Sentrale Raad moet 'n skatting laat maak van die totale riet voorhande by Nkwaleni wanneer die seisoen begin, asook op 1 Augustus en 1 Oktober. Die Raad moet die benodigde hoeveelheid riet vir die vervaardiging van 8,000 ton suiker aan die Empangeni-meul en die res aan Natal Estates toewys ooreenkomstig die skatting. Om hieraan uitvoering te gee, het die Raad die verdere mag om individuele Nkwaleni-planters aan te sê dat hulle hul daaglikse afleverings van riet moet stuur of na die Empangeni-meul of na enige ander meul aangewys deur die Sekretaris van die Rietafwendingsversameling.

42. Elke besparing op die spoorvrag voortvloeiende uit afwendingsreëlings tussen Hulett's en 'n ander meul kom ten goede van Hulett's, onderworpe aan die bepalings van artikel 41 (b).

43. Riet mag na verkiesing van die planter met die hand skoongemaak of skoon gebrand word.

44. Tensy andersins ooreengekom, moet afleverings by die meul gedurende die maalseisoen deur elke planter volgens bestaande ooreenkomste eweredig versprei word.

45. Tremlyn-ooreenkomste en tremlynvragpryse is 'n saak wat gereël word tussen meulenaar en planter; maar waar 'n planter se riet in 1941-42 per tremlyn vervoer is, is hy verplig om sy riet deur middel van die tremlyn te laat vervoer, en die meulenaar wat die tremlyn aanhou, moet—

(a) indien hy in 'n jaar nie deur die sameloop van omstandighede verplig word om die bedryfsverkeer van die tremlyn in te kort nie, die planter se riet op dieselfde wyse en op dieselfde voorwaardes as in 1941-42 vervoer;

(b) indien hy in 'n jaar deur die sameloop van omstandighede verplig word om die bedryfsverkeer van die tremlyn in te kort, 'n proporsie van die planter se kwota-riet voorhande vervoer maar nie minder as die proporsie van die kwota-riet van 'n ander planter (insluitende homself) wat voorhande is vir vervoer oor die tremlyn nie;

(c) die planter se riet teen dieselfde koste of vragprys as in 1941-42 vervoer; maar dit word verstaan dat in gevalle waar in 1941-42 aan planters kontantrabatte *ex gratia* toegestaan is ten opsigte van die vervoervragpryse van toepassing in daardie seisoen, hierdie rabatte gestaak kan word.

46. Vir alle riet wat gedurende 'n maalseisoen deur 'n planter aan 'n meulenaar gelewer word, moet betaal word en die prys word vasgestel—

(a) op die basis van sy gemiddelde suikrose vir die seisoen ooreenkomstig die Marginale Formule vervat in Bylae „B” hierby aangeheg en die Skeikundige Skaal vervat in Bylae „C” hierby aangeheg; en

(b) in die geval van blanke planters, ooreenkomstig die bepalings van Bylae „D” hierby aangeheg, waarin voorsiening gemaak word vir instelling, administrasie en distribusie van die Vereffeningsfonds, en ook ooreenkomstig die bepalings van Bylae „E” hierby aangeheg, waarin voorsiening gemaak word vir instelling, administrasie en distribusie van die Prysherstellingsfonds; en

(c) in die geval van nie-blanke planters, ooreenkomstig die bepalings van Bylae „F” waarin voorsiening gemaak word vir 'n Fonds vir Nie-blankes.

Met dien verstande dat weens die moeilikheid om die essensiële bepalings van die Skeikundige Skaal in (a) bogenoemd by die Glendale- en Prospectonmeules toe te pas, die Sentrale Raad die suikroepersentasie van riet aan daardie meule gelewer, vir sover dit hierdie artikel betref moet vasstel.

47. Ingeval die spoorvragtarief vir suikervervoer van 'n meul na die punt van aflevering van die meul na 23 Maart 1936 of, in die geval van Glendale, na 21 Desember 1940, verlaag word, word die voordeel van die verlagings gelyk verdeel tussen die meulenaar aan die een kant en al die leweransiers van riet by daardie meul, insluitende die meulenaar, aan die ander kant, en dit moet versprei word oor die totale hoeveelheid riet gedurende 'n seisoen gelewer. Die meulenaars onderneem om die aandeel van die voordeel wat aan die planters toekom, uit te betaal na verhouding van die suikrose vervat in die riet deur die planters gelewer. Die „punt van aflevering” soos hierbo aangehaal, is die punt van aflevering waarop elkeen van die vragtariewe gespesifiseer in artikel 7 van Bylae „B” (Marginale Formule) bereken is.

In respect of cane so diverted the growers shall receive the rate of payment due to Nkwaleni Planters by the Empangeni Mill. For the purpose of Schedule „B” the collective deliveries of Nkwaleni Planters shall be deemed to be the deliveries of the Nkwaleni section as defined therein.

The additional cost of railage on cane diverted under this sub-clause shall be defrayed firstly out of the Natal Estates' contributions provided for in paragraphs (i) and (ii) hereunder and thereafter out of the railage savings mentioned in clause 42 hereof up to a maximum of £5,000 thereof in any one season.

Natal Estates will contribute in respect of cane diverted under this sub-clause:

(i) The difference between the price of cane at Empangeni and at Mount Edgecombe due to the difference in the railage on sugar; and

(ii) 1s. 6d. per ton of cane.

(c) The Central Board shall cause an estimate to be made of the total cane available at Nkwaleni at the commencement of the season and on the 1st August and on the 1st October. The Board shall apportion the requisite quantity of cane with which to manufacture 8,000 tons of sugar to Empangeni and the balance to Natal Estates in accordance with these estimates. In order to give effect to the foregoing, the Board shall further have authority to direct individual growers at Nkwaleni to consign their daily deliveries of cane to either Empangeni Mill or to any other mill nominated by the Secretary of the Cane Diversion Pool.

42. Subject to the provisions of clause 41 (b) any savings on railage effected by diversion adjustments between Hulett's and any other mills shall be credited to Hulett's.

43. Cane may be hand trashed or burnt at the grower's option.

44. Deliveries to the mill shall be made by the grower rateably over the crushing season in accordance with existing agreements unless otherwise agreed.

45. Tramline agreements and charges are a matter of arrangement between miller and grower; but where any grower had his cane transported by tramline in 1941-42 he shall be obliged to have his cane transported by such tramline and the miller operating such tramline shall—

(a) if in any one year he is not obliged by force of circumstances to restrict the operation of such tramline, transport such grower's cane in the same manner and under the same conditions as in 1941-42;

(b) if in any one year he is obliged by force of circumstances to restrict the operation of such tramline, transport a proportion of such grower's cane available under quota not less than the proportion of the cane of any other grower (including himself) available under quota for transport over such tramline;

(c) transport such grower's cane at the same cost or charge as in 1941-42; but it is understood that in cases where *ex gratia* cash rebates were made to growers in 1941-42 upon the transportation charges made against them in that season, such rebates may be discontinued.

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

(a) upon the basis of his season's average sucrose in accordance with the marginal formula contained in Schedule „B” hereto and the Chemists' Scale contained in Schedule „C” hereto, and,

(b) in the case of European growers, in accordance with the provisions of Schedule „D” hereto providing for the establishment, administration and distribution of the Equalisation Fund, and also in accordance with the provisions of Schedule „E” hereto providing for the establishment, administration and distribution of the Price Restoration Fund.

(c) and in the case of non-European growers, in accordance with the provisions of Schedule „F” hereto providing for a Fund for non-Europeans.

Provided that owing to the difficulty of applying the essential terms of the Chemists' Scale, referred to in (a) above, at the Glendale and Prospecton mills, the Central Board shall determine the sucrose per cent. cane delivered to those mills for the purposes of this clause.

47. In the event of the railage rates on sugar from any mill to the point of delivery by such mill being reduced subsequent to 23rd March, 1936, or, in the case of Glendale, subsequent to the 21st December, 1940, the benefit of such reduction shall be shared equally between the miller on the one hand and all the suppliers of cane to such mill, including the miller, on the other, and shall be spread over the total cane supplies for any season. Millers undertake to pay growers' proportion of such benefit to them pro rata to sucrose contained in cane supplied by such growers. The „point of delivery” referred to above is the point of delivery upon which each of the railage rates specified in clause 7 of Schedule „B” (marginal formula) was calculated.

48. Nieteenstaande die bepalinge van artikel 46 word geen betaling gedoen vir riet wat ingevolge Bylae „C” deur die Meul-groepraad behoorlik teruggestuur is nie, en hierdie riet word van die kwota van die betrokke planter uitgesluit.

49. Geen bepaling hierin vervat sal Natal Estates, Tongaat en die Central Factory belet om, in verband met die pryse van riet, aan hulle planters dieselfde voorregte te verleen as wat hulle totnogtoe geniet het nie.

50. Die meule wat kragtens artikels 62 en 63 hiervan binnelandse mark-konsessies ontvang, betaal vir riet op die basis uiteengesit in artikel 46 hiervan, alhoewel, omrede van hierdie binnelandse mark-konsessies, hulle uitvoerverplichings verminder is; en planters mag nie op grond daarvan aanspraak maak op bykomende betaling of voordeel nie.

51. Bo en behalwe die prys vermeld in artikel 46 hiervan moet vir alle soorte riet, met uitsondering van Uba wat deur die planters gelewer word, die eventuele bedrae aan hulle betaal word wat deur die Sentrale Raad vasgestel word; met betrekking tot die vasstelling daarvan, word as volg ooreengekom:—

(i) Die Sentrale Raad bepaal binne twaalf maande na 1 Mei 1936 die eventuele bykomende waarde van die riet, en die planters ontvang met ingang van genoemde datum betaling ooreenkomstig die bykomende waarde aldus bepaal.

(ii) Ten einde die eventuele bykomende waarde te kan bepaal, moet die Sentrale Raad in die loop van genoemde tydperk van twaalf maande by die meule wat hy nodig ag, ondersoek laat instel en toetse laat neem.

(iii) Die Raad is geregtig om meule te gelas om die registers te hou en te vertoon wat die Raad nodig mag oordeel tot oplossing van die vraagstuk.

(iv) Die Raad is geregtig om, op versoek van die Natalse Suikermenelenaarsvereniging of die Suid-Afrikaanse Rietplantersvereniging, 'n vasstelling van die bykomende waarde te enige tyd na verloop van twee jaar vanaf sy inwerkingtreding te hersien.

(v) Elke sodanige vasstelling deur die Sentrale Raad kragtens die bepalinge van hierdie artikel moet ingevolge 'n eenstemmige besluit geskied. Ingeval die Raad geen eenstemmige besluit kan bereik nie, moet hy (indien nodig by meerderheid van stemme) die vasstelling verwys na 'n skeidsregter, wat 'n advokaat van die Hooggeregshof van Suid-Afrika moet wees met minstens sewe jaar praktyk as sodanig, en sy beslissing is finaal.

(vi) Die basis van vasstelling of toekenning kragtens hierdie artikel word aan die Sentrale Raad of die skeidsregter, al na die geval, oorgelaat, en hulle mag onderskeid maak ten opsigte van klas, aard, kwaliteit of toestand van die soorte riet.

(vii) Elke vasstelling wettiglik gemaak kragtens die bepalinge van artikel 46 van die Ooreenkoms van 1936 of die Vasstelling van 1941 wat van krag was op die 30ste dag van April 1943 is nog altyd van krag kragtens hierdie Ooreenkoms, onderworpe aan die bepalinge daarvan; met dien verstande dat die basisprys vermeld in die Brinkuitspraak, vir sover dit hierdie Ooreenkoms betref, die toepasslike basisprys van elke seksie soos omskryf in Bylae „B” sal beteken.

52. Betaling kragtens die bepalinge van artikel 46 (a) hiervan aan planters verskuldig, geskied dertig dae na die laaste dag van die maand waarin die riet gelewer is, en wel tot 90 persent van sy waarde (wat provisioneel is, in afwagting van die finale vasstelling van die basisprys van 96°-kargasuiker en van die planters se gemiddelde gehalte suikrose vir die seisoen); en wat betref die restant van sy waarde: deur middel van 'n provisionele finale betaling op die 30ste April in elke jaar en 'n eindbetaling so spoedig moontlik daarna; die restant dra rente teen 6 persent per jaar.

Betalings aan blanke planters verskuldig kragtens die bepalinge van artikel 46 (b) hiervan, geskied ooreenkomstig die bepalinge van Bylae „D” en „E” daarin vermeld.

53. Planters is geregtig op 'n aandeel in die filterperskoek as byproduk van die maalproses, en wel ooreenkomstig die reëlings wat in verband daarmee getref is tussen die individuele meule en hulle meulgroepade en, by ontstentenis van sodanige reëlings, soos deur die Sentrale Raad bepaal mag word. Wanneer meulenaars die koek laai, per trein vervoer of lewer, moet die koste van hierdie diens deur die planters gedra word, en afleweringe moet geskied ooreenkomstig die reëlings wat ten geriewe van die partye getref word.

54. Planters is geregtig op 'n aandeel in alle voordeel wat vir die meulenaars mag voortspruit uit die feit dat 'n byproduk van die maalproses van waarde word as grondstof vir 'n artikel. Op versoek van 'n party wat belang daarby het, stel die Sentrale Raad die bedrag van die voordeel vas en watter gedeelte daarvan aan die planters toekom. Met betrekking tot melasse mag die vasstelling nie aangewra of gedoen word voordat die prys van melasse v.o.s. by die meul die bedrag van .625d. per gelling te bowe gaan nie en dan alleen ten opsigte van die bedrag waarmee die prys van melasse .625d. per gelling te bowe gaan, en geen bepaling in hierdie artikel vervat is, van toepassing op die gebruik van bagasse as brandstof nie.

Met dien verstande dat die Sentrale Raad 'n vasstelling kan doen kragtens die bepalinge van hierdie artikel ten opsigte van die jaar 1942-43.

48. Notwithstanding clause 46, no cane duly returned by the Mill Group Board in accordance with Schedule „C” shall be paid for and it shall be excluded from the grower's quota.

49. Nothing herein contained shall preclude Natal Estates, Tongaat and the Central Factory granting to their growers privileges in relation to cane prices similar to those hitherto enjoyed by them.

50. The mills which receive local market concessions under clauses 62 and 63 hereof will pay for cane on the basis set out in clause 46 hereof, even though by reason of such local market concessions the export obligations of such mills are reduced; and growers shall not be entitled to claim any additional payment or benefit by reason thereof.

51. In addition to the prices specified in clause 46 hereof, there shall be payable to growers in respect of canes other than Uba supplied by them such payments, if any, as may be determined by the Central Board, and in regard to such determination it is agreed:—

(i) The Central Board shall determine the additional value, if any, to mills of such canes within twelve months from the 1st of May, 1936, and growers shall receive payment in accordance with the additional value so determined as from such date.

(ii) For the purpose of ascertaining such additional value, if any, the Board shall cause investigations and tests to be made at such mills as the Board may think necessary during the said period of twelve months.

(iii) The Board shall be entitled to require mills to keep and exhibit to it such records as the Board may consider necessary to assist in determining the question.

(iv) The Board shall be entitled at the request of either the Natal Sugar Millers' Association or the South African Cane Growers' Association to revise any determination at any time not less than two years after the date from which it has become operative.

(v) Any determination by the Central Board under the provisions of this clause shall be in pursuance of a unanimous decision. If the Board is unable to come to a unanimous decision it shall (by a majority, if need be) refer the determination to an adjudicator, who shall be an advocate of the Supreme Court of South Africa of at least seven years' standing and whose decision shall be final.

(vi) The basis upon which any determination or award is to be made under this section shall be in the discretion of the Central Board or the adjudicator, as the case may be, and they may differentiate as regards class, nature, quality or condition of such canes.

(vii) Any determination lawfully made under the provisions of clause 46 of the 1936 Agreement or of the 1941 Determination which was of force and effect on the 30th day of April, 1943, shall continue to be of force and effect under this Agreement subject to the provisions thereof; provided, that the base price mentioned in the Brink Award shall, for the purposes of this Agreement, be the appropriate base price of each section as defined in Schedule „B”.

52. Payment to growers due under the provisions of clause 46 (a) hereof shall be made as to 90 per cent. of its value (which is provisional pending the final determination of base price 96° cargo sugar and the grower's seasonal average sucrose) thirty days after the last day of the month in which the cane is delivered and as to the balance of its value by means of a provisional final payment on 30th April in each year, and a final payment so soon as possible thereafter, such balance to carry interest at the rate of 6 per cent. per annum.

Payments to European growers due under the provisions of clause 46 (b) hereof shall be paid in accordance with the provisions of Schedules „D” and „E” therein referred to.

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

54. Growers shall have the right to participate in any profit that may accrue to millers by reason of any product residual from the milling process becoming valuable as a source of raw material for any product. The extent of such profit and the proportion thereof that shall accrue to growers shall be determined by the Central Board on the request of any party interested.

No such determination shall be requested or made in respect of molasses until such time as the price of molasses, f.o.r. mill, exceeds .625d. per gallon, and then only in respect of any such excess, and nothing in this clause contained shall apply to the use of bagasse as fuel.

Provided that the Central Board may make a determination under the provisions of this clause in respect of the year 1942-43.

55. (i) Waar sulks deur die planters verlang word, moet in elke meul 'n volledige onafhanklike riettoetsdiens onderhou word. Waar 'n meerderheid van 70 persent van lewerende planters geen volledige diens verlang nie, kan die betrokke meulenaars en planters ander reëlings tref wat nodig is.

(ii) Die riettoetsdiens staan onder die Sentrale Raad. Die Meulenaars- en die Plantersvereniging het ten allen tye vry insae in die gegewens in besit van die Sentrale Raad.

(iii) Die nodige gelde vir hierdie diens moet verkry word deur middel van 'n heffing op suiker wat deur elke meul waar die diens onderhou word, afgetrek en aan die Raad betaal word. Die heffing moet jaarliks aangeslaan word en is 'n preferente las op die opbrings wat verkry word en kan daarvan afgetrek word om dié betalings aan die planters te bereken.

(iv) Die tegniese bestuurder belas met daardie diens word deur die Sentrale Raad aangestel, terwyl die koste in verband met die bestuur daarvan uit die fondse van die Raad bestry moet word.

(v) Huisvesting vir die skeikundiges en die toetsers moet tot bevrëdiging van die Raad deur die meule verskaf word; die huur, daarvan is deel van die koste van die diens en moet deur die Sentrale Raad vasgestel word.

(vi) Hierdie artikel is nie van toepassing op Glendale en Prospecton gedurende die huidige oorlog en 'n redelike tyd daarna nie.

56. Die Sentrale Raad stel 'n tegniese adviserende komitee aan om elke saak te ondersoek wat deur die Raad na hierdie komitee verwys word.

57. Bestaande rietleweringsooreenkomste word, vir sover hulle strydig is met die bepalings en voorwaardes hiervan, opgeskort gedurende die tyd wat hierdie Ooreenkoms bestaan, maar anders bly hulle ten volle geldig en van krag.

HOOFSTUK IV.—SUID-AFRIKAANSE SUIKERVERENIGING EN BESKIKKING OOR DIE OES.

58. Aangesien die merendeel van die meulenaars hulle in die verlede in belang van die Nywerheid as geheel onderwerp het aan die verpligting om die surplussuiker vervaardig bo en behalwe die behoeftes van die Suid-Afrikaanse mark na verhouding uit te voer, en hierdie surplus deur die Oes-beskikkingskomitee van die Suid-Afrikaanse Suikervereniging verkoop is en die opbrings daarvan verleen en dienoooreenkomstig onder die meule verdeel is; en aangesien hierdie merendeel van meulenaars hulle ook onderwerp het aan verskeie heffings wat deur genoemde Oesbeskikkingskomitee ter bestryding van uitgawes of tot dekking van rabatte ten opsigte van fabrikante op suiker gelê is en aan verpligtings in verband met vragtariëwe na kushawes, die proefstasie, propaganda, beskikkingskoste en administrasie, met inbegrip van bankrente, diskonteerkoerse en ander uitgawes in verband met of voortvloeiende uit die verkoop van suiker vir binnelandse verbruik of vir uitvoer en die finansiering daarvan of ander werksaamhede van hierdie komitee en ten opsigte van ander aangeleenthede in verband met die bedryf in die algemeen; en aangesien die planters wat hierdie meule voorsien, hulle aandeel in voornoemde verpligtings indirek gedra het, so is dit dat nou ooreengekom word dat, behoudens uitdruklike teenbepaling hierin, voornoemde en alle ander soortgelyke en aanverwante verpligtings wat deur die bestuur van die Suikervereniging goedgekeur is, vir alle raffineerders en meulenaars (en deur hulle vir alle planters) bindend sal wees en word en as Nywerheidsverpligtings bekend sal wees.

Hierdie soortgelyke en aanverwante verpligtings sluit alle uitgawes in ten opsigte waarvan in hierdie Ooreenkoms in 'n algemene heffing voorsien is, asook ander uitgawes wat na die oordeel van voornoemde bestuur nodig was of is in verband met die opstel van hierdie Ooreenkoms en die behoorlike en doeltreffende uitvoering daarvan gedurende die tydperk wat dit van krag is.

Behoudens uitdruklike teenbepaling hierin kom al hierdie Nywerheidsverpligtings eweredig ten laste van alle meulenaars (en deur hulle alle planters), daar dit die bedoeling en die strekking hiervan is dat die druk van hierdie verpligtings vasgestel moet word op die basis van die proporsionele aandeel daarin van die hele bedryf en nie ten laste kom alleen van 'n meerderheid van sy lede nie.

59. Meulenaars onderneem om jaar vir jaar hulle kwotas suiker wat in die Unie vervaardig word en die behoeftes van die Suid-Afrikaanse mark te bowe gaan, uit te voer.

Vir sover dit hierdie artikel betref, beteken die „Suid-Afrikaanse mark” en sluit dit in die Unie van Suid-Afrika, Suidwes-Afrika, Swaziland, Basotoland en Betsjoeanaland.

60. Die hoeveelheid suiker wat elke jaar uitgevoer moet word en elke meul se uitvoerverpligtings word vasgestel ooreenkomstig die gangbare en wettige statute van die Suikervereniging en die bepalings van hierdie Ooreenkoms.

61. Elke meulenaar kan deur die bestuur van die Suikervereniging gedwing word om die uitvoerverpligtings wat deur hom aanvaar is, na te kom; verhaal ten opsigte van verbreking daarvan geskied by wyse van spesifieke nakoming of van skadevergoeding of albei.

Die skadevergoeding moet namens voornoemde Bestuur verhaal word, maar ten bate van die meulenaars wat hulle verpligtings nagekom het; die mate daarvan moet eweredig wees met die verlies en die skade wat deur die meulenaars as gevolg van die verbreking gely is. Die netto-bedrag van skadevergoeding deur genoemde Bestuur verhaal, moet na

55. (i) A full independent cane-testing service shall be maintained in every mill where such service is desired by the growers. Where a majority of 70 per cent. of supplying growers do not require a full service, such other arrangements as may be required may be made by the millers and growers concerned.

(ii) The cane-testing service shall come under the control of the Central Board. The Millers' Association and Growers' Association shall at all times have access to the data in possession of the Central Board.

(iii) The service shall be financed by a levy on sugar, which shall be deducted and paid to the Board by each milling company where the service is in operation. Such levy shall be assessed annually and shall be a first charge against realised proceeds and deductible for the purpose of calculating growers' payments.

(iv) The technical manager in charge of the service shall be employed by the Central Board, and the cost of management expenses shall be met out of the funds of the Board.

(v) Accommodation for chemists and testers satisfactory to the Board shall be supplied by milling companies; the rent therefor shall be part of the cost of the service and shall be assessed by the Central Board.

(vi) This clause shall not apply to Glendale and Prospecton during the period of the present war and for a reasonable time thereafter.

56. The Central Board shall appoint a technical advisory committee for the purpose of investigating any matter which may be referred to such committee by the Board.

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

CHAPTER IV.—SOUTH AFRICAN SUGAR ASSOCIATION AND DISPOSAL OF CROP.

58. Whereas in the past the majority of millers have in the interests of the Industry as a whole subjected themselves to the obligation to export proportionately the surplus of sugar manufactured in excess of the requirements of the South African market, which has been sold through the Crop Disposal Committee of the South African Sugar Association; the proceeds thereof having been equalised and distributed to mills accordingly; and whereas such majority have also subjected themselves to various levies imposed upon sugar by such Crop Disposal Committee to meet expenditure incurred or rebates granted in respect of manufacturers, coastal freight obligations, the experimental station, propaganda, disposal expenses, and administration, including bank interest, discounting, and other charges of or incidental to the realisation of sugar for local consumption or export, and the financing thereof, or the other operations of such committee, and in respect of other matters affecting the Industry generally, and whereas the growers supplying such mills have indirectly borne their share of the obligations aforesaid; now, therefore, it is agreed that save as specifically otherwise herein provided, such obligations and any other similar or cognate obligations approved by the Council of the Sugar Association shall be and become binding upon all refiners and millers (and through them all growers) and shall be known as Industry obligations.

Such similar or cognate obligations shall include any expenditure for which a general levy is provided for in this Agreement, and such other expenditure as the Council aforesaid shall deem to have been or to be necessary in respect of the preparation of this Agreement, and its due and effective carrying out during the period of its operation.

The burden of all such Industry obligations shall, save as is otherwise herein specifically provided, be borne rateably by all millers (and through them all growers), the intent and meaning of these presents being that the incidence of such obligations shall be determined upon the basis of proportionate participation therein by the whole Industry and not fall only upon a majority of its members.

59. Millers agree that they will export year by year their respective quotas of sugar manufactured in the Union which is in excess of the requirements of the South African market.

For the purpose of this clause the South African market shall mean and include the Union of South Africa, South West Africa, Swaziland, Basutoland and Bechuanaland.

60. The quantity of the sugar to be exported in each year and each mill's export obligations shall be determined in accordance with the constitution of the Sugar Association in force from time to time and the provisions of this Agreement.

61. The export obligations undertaken by each miller hereunder shall be enforceable against him by the Council of the Sugar Association, and the remedy for any breach thereof shall be by way of specific performance or damages or both.

Such damages shall be recoverable in the name of the said Council, but for the benefit of the millers who have fulfilled their obligations, and the measure shall be the loss and damage suffered by such millers by reason of the breach. The net amount of any damages recovered by the said

af trek van alle koste in verband daarmee in die verhouding waartoe die Bestuur besluit, onder die betrokke meulenaars verdeel word.

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

62. Die volgende spesiale konsessies ten opsigte van die binnelandse mark moet bewerkstellig word:—

- (i) Umfolozi het 'n minimum-kwota vir binnelandse verkoop van 12,000 ton suiker plus 20 persent van die hoeveelheid („B”-versameling-suiker uitgesluit) deur hom geproduseer wat 12,000 ton te bowe gaan.
- (ii) Doornkop het 'n minimum-kwota vir binnelandse verkoop van 7,000 ton suiker.
- (iii) Glendale het 'n gewaarborgde binnelandse mark van ten minste 80 persent van sy meul se basiese suikerkwota.
- (iv) Entumeni het 'n gewaarborgde binnelandse mark van ten minste 75 persent van sy meul se basiese suikerkwota.
- (v) Shire het 'n gewaarborgde binnelandse mark van ten minste 80 persent van sy meul se basiese suikerkwota.

Met dien verstande dat die binnelandse mark van bogenelde meule in geen jaar minder sal wees nie as die industriële binnelandse mark-faktor, soos in Bylae „B” vermeld, toegepas op hulle basiese suikerkwotas, soos in artikel 19 hier van omskryf.

63. In die mate waarin die konsessies kragtens artikel 62 toegestaan, verwesenlik word, moet die oorblywende meule se binnelandse mark verminder en hulle uitvoerverplichtings vermeerder word ooreenkomstig die bepalings van Bylae „B”, mits 'n meul wat 10,000 ton of minder, uitsluitende suiker geproduseer kragtens artikel 21, produseer, 'n gewaarborgde binnelandse mark van hoogstens 50 persent van hierdie produksie kry en mits die volgende meule 'n gewaarborgde binnelandse mark kry van hoogstens die hoeveelheid wat teenoor hulle name staan:—

Hulett's	45,000 ton.
Zululand S.M. & P.	15,000 ton.
Umzimkulu	4,000 ton.

Alle nodige aanpassing van die binnelandse mark-kwotas en uitvoerverplichtings van meule moet gemaak word om hieraan uitvoering te gee.

64. Ten opsigte van plaaslike verkoop van suiker onderneem onderstaande meulenaars om elke seisoen aan Hulsar, afgesien van sy huidige voorraadbronne, vir plaaslike raffinering die volgende hoeveelhede kargasuiker te lewer, nl.:—

Smith-groep	10,000 ton.
Umfolozi.—Die hele produksie vir plaaslike verkoop, min sy 2de Graad-verplichting,	

en wel teen 'n prys bereken op die wyse soos voorgeskryf in bestaande leweringskontrakte tussen sekere meulenaars en Hulsar.

Met dien verstande dat—

(a) vir sover dit die binnelandse mark-kwota betref, die hoeveelheid van 10,000 ton gelewer deur die Smith-groep beskou moet word 'n produksie deur daardie groep van slegs 9,600 ton te verteenwoordig.

(b) Die hoeveelheid geraffineerde suiker vervaardig uit die kargasuiker deur die Smith-groep aan Hulsar gelewer, sal gefaktureer word v.o.s. raffinadery op maandelikse terme ten behoeve van C. G. Smith & Kie., Bpk., as agent vir prinsipale. Die hoeveelheid geraffineerde suiker wat ooreenkomstig hierdie reëling maandeliks gefaktureer moet word, is die hoeveelheid wat verkry word van die kargasuiker wat gedurende daardie maand deur die Smith-groep gelewer word. Die gebruik van handelsmerke in verband met hierdie suiker is 'n saak van ooreenkoms tussen Hulsar en die meul wat die kargasuiker lewer.

(c) Die Natal Estates, Ltd., stem in tot die skraping van dié gedeelte van artikel 9 van sy bemiddelingsooreenkoms met Hulsar wat betrekking het op die lewering van kargasuiker aan hom en verder tot die verving daarvan deur die bepaling dat Hulsar jaarliks aan hom uit kargasuiker wat Hulsar van leweransier-meulenaars (behalwe dié wat op die datum van voormelde bemiddelingsooreenkoms met Hulsar gekontrakteer was) mag ontvang, ru suiker teen kosprys moet lewer tot 'n hoeveelheid van hoogstens 7,000 ton, al na wat hy vir uitvoer nodig mag hê, met die verstandhouding dat die Zululand Sugar Millers and Planters, Ltd., as leweransier-meulenaar instede van die Zululand Sugar Milling Co., Ltd., erken word. Nieteenstaande die duur van hierdie Ooreenkoms sal bobodoelde vervanging van krag wees gedurende die resterende tydperk van voornoemde bemiddelingsooreenkoms.

(d) Bestaande kontrakte tussen Hulsar en leweransier-meulenaars word hierdeur nie geraak nie.

65. Die bestaande kontrakte van die uitvoer- en oesbessikingskomitee tussen meulenaars word deur die bepalings van hierdie Ooreenkoms vervang. Elke meul wat hom veronreg voel ten opsigte van 'n vasstelling in verband met sy uitvoerkwota kan hom op die Sentrale Raad beroep, wie se beslissing finaal is.

66. Meulenaars en planters kom ooreen dat die nywerheidsverplichtings, behalwe dié vir die uitvoer van surplus, gedeel sal word deur middel van 'n heffing of heffings wat van tyd

Council after deduction of all expenses incurred shall be divided among the millers concerned in such proportions as the Council shall decide.

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

62. The following special concessions in regard to local market shall be given effect to:—

- (i) Umfolozi shall have a minimum quota for sale locally of 12,000 tons plus 20 per cent. of the quantity („B” Pool sugar excluded) produced by them in excess of 12,000 tons.
- (ii) Doornkop shall have a minimum quota for sale locally of 7,000 tons.
- (iii) Glendale shall have a guaranteed local market of not less than 80 per cent. of its mill basic sugar quota.
- (iv) Entumeni shall have a guaranteed local market of not less than 75 per cent. of its mill basic sugar quota.
- (v) Shire shall have a guaranteed local market of not less than 80 per cent. of his mill basic sugar quota.

Provided that in no year shall the local market of the above-mentioned mills be less than the industrial local market factor referred to in Schedule „B” applied to their basic sugar quotas as defined in clause 19 hereof.

63. To the extent that the concessions granted under clause 62 are operative the remaining mills shall have their local market reduced and their export obligations increased in accordance with the provisions of Schedule „B”, provided that any mill producing 10,000 tons or less, excluding sugar produced under clause 21, shall have a guaranteed local market of not less than 50 per cent. of such production, and that the followings mills shall have a guaranteed local market of not less than the tonnages set opposite their respective names, namely:—

Hulett's	45,000 tons.
Zululand S.M. & P.	15,000 tons.
Umzimkulu	4,000 tons.

Any necessary adjustments in the local market quotas and export obligations of mills shall be made to give effect hereto.

64. In respect of sales of sugar locally the undermentioned millers agree to supply in each season cargo sugar to Hulsar for local refining and additional to Hulsar's present sources of supply in the undermentioned quantities, viz.:—

Smith Group	10,000 tons.
Umfolozi.—Total output for sale locally, less its 2nd Grade obligation,	

at a price calculated in the manner provided for in existing supplying millers' agreements with Hulsar:

Provided that:—

(a) For purposes of local market quota the quantity of 10,000 tons supplied by the Smith Group shall be deemed to represent an output by that Group of 9,600 tons only.

(b) The refined sugar output from the cargo sugar delivered by the Smith Group to Hulsar shall be invoiced f.o.r. refinery on monthly terms to C. G. Smith & Co., Ltd., acting as agents for principals. The quantity of refined sugar to be invoiced in each month in accordance herewith shall be that quantity which is recovered from the cargo sugar delivered by the Smith Group during such month. The use of trade brands in respect of such sugar shall be a matter for arrangement between Hulsar and the mill supplying cargo sugar.

(c) The Natal Estates, Ltd., agrees to the deletion of that portion of clause 9 of its agency agreement with Hulsar which deals with the supply to it of cargo sugar, and agrees to the substitution thereof of the provision that Hulsar shall supply to it annually at cost such quantity of raw sugar up to 7,000 tons as it may require for export purposes out of any cargo sugar that Hulsar may receive from supplying millers other than those who were under agreement with Hulsar at the date of the agency agreement aforesaid, the Zululand Sugar Millers and Planters, Ltd., being recognised as a supplying miller in place of the Zululand Sugar Milling Co., Ltd. Such substitution shall, notwithstanding the period of this Agreement, operate for the remaining period of the said agency agreement.

(d) Existing agreements between Hulsar and supplying mills are not hereby affected.

65. The existing Export and Crop Disposal Committee Agreements between millers are superseded by the provisions of this Agreement. Any mill aggrieved by any determination in regard to export quota may appeal to the Central Board, whose decision shall be final.

66. Millers and growers agree that Industry obligations, other than the obligation to export any surplus, shall be met by means of a levy or levies imposed upon sugar from time

tot tyd op suiker gelê word deur die Bestuur van die Suid-Afrikaanse Suikervereniging, ooreenkomstig die bevoegdhede wat kragtens die Statute van hierdie vereniging aan hom verleen is.

67. Die heffings sal van alle raffineerders en meulenaars ten opsigte van en in verhouding tot produksie gevorderd word, en vir die toepassing van hierdie artikel het „produksie” onderstaande betekenis:—

(a) „Produksie”, in verband met ’n raffinadery, beteken die tonnemaat geraffineerde suiker deur die raffinadery vervaardig en verkoop, met inbegrip van die tonnemaat ander suiker deur hom verkry en verkoop en met uitsondering in albei gevalle van die tonnemaat wat vir enige doel, behalwe vir verbruik in Suid-Afrika, deur hom verkoop is.

(b) Produksie, in verband met ’n meul, beteken die tonnemaat suiker deur hom vervaardig en verkoop na aftrek van—

- (i) die tonnemaat daarvan aan ’n raffinadery verkoop;
- (ii) die tonnemaat daarvan uitgevoer om aan sy uitvoerkwota te voldoen;
- (iii) die tonnemaat daarvan verkoop vir verbruik buite Suid-Afrika.

(c) Dit word verstaan dat die tonnemaat deur een meul verkoop aan ’n ander meul om laasgenoemde in staat te stel om aan sy uitvoerkwota te voldoen, deur eersgenoemde nie afgetrek word nie.

(d) Wanneer ’n meul suiker koop ten einde hom in staat te stel om aan sy uitvoerkwota te voldoen en hierdie suiker uitvoer, en indien die suiker deel uitmaak van die opbrings van ’n ander meul of van ’n raffinadery, is die meul wat koop, na uitvoer geregtig om van die outoriteit wat heffings ople, terugbetaling te ontvang van elke heffing wat deur die ander meul of die raffinadery daarop betaal is of betaal moet word.

(e) In bostaande omskrywing van „produksie” beteken en omvat die woord „Suid-Afrika”: die gebiede vermeld in artikel 59.

Hierdie heffing of heffings is ’n verpligting verskuldig aan voornoemde Bestuur en op sy versoek invorderbaar.

68. Nieteenstaande die bepaling van hierdie Ooreenkoms ten opsigte van heffings opgelê om aan nywerheidsverpligtings te voldoen, moet die volgende meule jaarliks die bruto-somme geld teenoor hulle name as betaling ontvang in die vorm van ’n heffingsrabat:—

Entumeni	£5,000
Umzinkulu	5,000
Glendale	3,000
Shire	1,750
Prospecton	2,000

69. Nieteenstaande alle voorgaande bepalinge hiervan is Umfolozi medeparty in en gebind deur hierdie Ooreenkoms slegs ten opsigte van die volgende:—

- (a) Sy basiese suikerkwota soos omskryf in artikel 19.
- (b) Sy binnelandse mark-konsessie.
- (c) Die hoeveelheid wat hy moet uitvoer.
- (d) Die verkoop van suiker aan Hulsar kragtens artikel 64 van hierdie Ooreenkoms.
- (e) Heffings ten opsigte van nywerheidsverpligtings kragtens artikels 15, 58, 66, 67 en 72.
- (f) Sy produksie van 2de-graad-suiker, wat bepaal word ooreenkomstig die formule in Bylae „G”.
- (g) Die bepalinge van artikel 70 hiervan.
- (h) Bylae „A” en „B”, in sover hulle op hom van toepassing is.
- (i) Die bepalinge van artikel 21.

70. (a) Umfolozi moet van die Suikervereniging jaarliks ontvang ’n som gelyk aan 1s. per ton riet deur hom geper om sy basiese suikerkwota te produseer, mits die som hoogstens 1s. per ton riet geper om 35,046 ton suiker plus die suiker uit die kwota-aflewerings van die nie-lede, aan hom toegeken in Bylae „A”, te vervaardig, sal bedra.

(b) Umfolozi onderneem om vir alle riet deur die nie-lede genoem in Bylae „A” vry op ladingsplek nie minder te betaal as die kontantprys aan sy eie lede betaal nie, insluitende kleinplantersubsidie soos aan sy eie kleinplanters betaal, mits hierdie nie-lede as kleinplanters kragtens die maatskappy se skema in aanmerking kom. Met dien verstande dat—

- (i) dreineringsheffings nie betaalbaar is deur nie-lede nie, tensy hulle hul riet lewer oor die maatskappy se tremlynstelsel; en
 - (ii) aandele uitgegee deur die maatskappy nie beskikbaar is vir nie-lede nie.
- (c) Umfolozi is vry om buitekant die Suikervereniging te bly indien hy dit verkies.

71. Die volgende spesiale bepalinge is van toepassing op Doornkop:—

- (a) Hy moet van die Suikervereniging jaarliks ’n som van £750 ontvang in stede van ’n vermindering in die prys betaalbaar vir riet as gevolg van die karweikoste van suiker tussen die Doornkop-meul en Stanger.
- (b) Hy kan meulwit suiker produseer behalwe in die mate nodig om sy verpligtings aangaande uitvoer en 2de-graad-suiker na te kom.
- (c) Sy produksie van 2de-graad-suiker word bepaal ooreenkomstig die formule in Bylae „G”.

to time by the Council of the South African Sugar Association in terms of the powers conferred upon it under the constitution of such Association.

67. Such levies shall be made upon all refiners and millers upon and pro rata to output, and for the purposes of this clause “output” is defined as follows:—

(a) Output in relation to a refinery shall mean the tonnage of refined sugar of its manufacture sold by it, together with the tonnage of other sugar acquired and sold by it, under deduction in each case of the tonnage sold for any purpose other than consumption in South Africa.

(b) Output in relation to a Mill shall mean the tonnage of sugar of its own manufacture sold by it, under deduction of—

- (i) the tonnage thereof sold to a refinery;
- (ii) the tonnage thereof exported to fulfil its export quota;
- (iii) the tonnage thereof sold for consumption outside South Africa.

(c) It is understood that the tonnage sold by one mill to another mill to enable the latter to fulfil its export quota is not deducted by the former.

(d) When one mill purchases sugar to enable it to fulfil its export quota, and exports it, then if that sugar is included in the output of any other mill or of a refinery, the purchasing mill shall upon export be entitled to a refund from the levying authority of any levy paid or payable thereon by such other mill or refinery.

(e) In this definition of “output” the words “South Africa” shall mean and include the territories mentioned in clause 59.

Such levy or levies shall be a debt due to the Council aforesaid and recoverable at its instance.

68. Notwithstanding the provisions of this Agreement in respect of levies imposed to meet Industry obligations the following Mills shall receive annually the lump sum payments set opposite their respective names in the form of a rebate of levy:—

Entumeni	£5,000
Umzinkulu	5,000
Glendale	3,000
Shire	1,750
Prospecton	2,000

69. Notwithstanding anything hereinbefore contained Umfolozi are parties to and bound by this Agreement solely in respect of the following:—

- (a) Their basic sugar quota as defined in clause 19.
- (b) Their local market concession.
- (c) The quantity to be exported by them.
- (d) The sale of sugar to Hulsar in terms of clause 64 of this Agreement.
- (e) Levies in respect of Industry Obligations in terms of clauses 15, 58, 66, 67 and 72.
- (f) Their production of 2nd Grade Sugar which shall be determined according to the formula in Schedule “G”.
- (g) The provisions of clause 70 hereof.
- (h) Schedules “A” and “B” in so far as applicable to them.
- (i) The terms of clause 21.

70. (a) Umfolozi shall receive from the Sugar Association each year a sum equal to 1s. per ton of cane milled by the Company to produce its basic sugar quota provided that the sum shall not exceed 1s. per ton of the cane milled to produce 35,046 tons of sugar plus the sugar produced from the quota deliveries of non-members allocated to it in Schedule “A”.

(b) Umfolozi undertakes to pay for all cane supplied by the non-members referred to in Schedule “A” free at loading point no less than the cash price paid to its own members, including small growers’ subsidy as paid to its own small growers if such non-members qualify as small growers under the company’s scheme. Provided that—

- (i) drainage levies are not payable by non-members unless they deliver their cane over the company’s tramline system; and
 - (ii) any shares issued by the company are not available to non-members.
- (c) Umfolozi shall be free to remain outside the Sugar Association if they so desire.

71. The following special provisions shall apply to Doornkop:—

(a) It shall receive from the Sugar Association annually a sum of £750 in lieu of reduction in price payable for cane as a consequence of cost of cartage of sugar from Doornkop Mill to Stanger.

(b) It may produce mill white sugar except to the extent necessary to fulfil its export and 2nd Grade obligations.

(c) Its production of 2nd Grade Sugar shall be determined according to the formula in Schedule “G”.

72. Die betaling van die somme geld vermeld in artikels 68, 70 (a) en 71 (a) is Nywerheidsverpligtings soos hierbo omskryf en moet gedek word deur heffings wat opgelê word soos hierbo in hierdie Ooreenkoms bepaal en in die statute van die Suikervereniging.

73. Na aftrek van die 2de-graad-suiker wat deur Umfolozi en Doornkop vervaardig moet word, moet die resterende hoeveelheid 2de-graad-suiker elke jaar benodig deur die oorblywende meulenaars, in die proporsies soos in die Suikerwet uiteengesit, vervaardig word.

74. Hierdie Ooreenkoms is nie van toepassing op planters wat lede is van of riet lewer aan Umfolozi nie, behalwe in sover as hulle regte en verpligtings geraak mag word deur dié bepalings daarvan wat bindend is vir genoemde maatskappij.

75. Met die doel om die verteenwoordiging en die behartiging van die belange van nie-blanke planters in die Nywerheid te vergemaklik, word daar van die begin van hierdie Ooreenkoms af 'n adviserende raad gestig, genoem „Adviserende Raad vir Nie-blanke Planters”, ooreenkomstig statute wat deur die Minister goedgekeur moet word.

76. Alle vasstellings, beslissings en dade wettiglik gedoen, geneem of verrig kragtens die bepalings van die Ooreenkoms van 1936 en die Vasstelling van 1941, deur enige persoon, liggaam of gesag daartoe gemagtig of ingestel kragtens genoemde Ooreenkoms of Vasstelling is nog altyd van krag tydens die duur van hierdie Ooreenkoms, onderworpe aan die bepalings daarvan of totdat hulle herroep of gewysig word deur bevoegde stappe kragtens die bepalings van hierdie Ooreenkoms.

BYLAE „B”.—MARGINALE FORMULE.

1. Onderstaande is die marginale formule:—

(Basisprys 96°-kargasuiker — Spoorvrag op suiker) × 64.3315

$$\frac{100}{76} \times \frac{96}{100} \times 100 = \text{waarde van 1 ton suikrose.}$$

$$\text{Waarde van 1 ton suikrose} \times \frac{\text{sukrosegehalte van riet}}{100} = \text{waarde van riet van enige suikrosegehalte.}$$

Voorbeeld.—As die basisprys van suiker = £10. 19s. en die spoorvrag = 12s. 9d. is, is die waarde van riet met 13% suikrose 13s. 7.9d.

Verdeling van opbrings.—Die waarde van riet word vasgestel deur die verdeling van die waarde vry aan meul van 96°-kargasuiker in die verhouding van 64.3315 persent tot riet en 35.6685 persent tot suiker.

OPMERKING.—Hierdie syfers verteenwoordig die proporsie behaalbare suiker soos bereken volgens die formule waarop hulle gebaseer is—in die praktyk sal dit vir meule wat kargasuiker van 'n hoër polarisasie as 96° produseer of meule wat 'n hoër algehele behaalbare proporsie as 76 persent bereik, nodig wees om dienoreenkomstig 'n kleiner proporsie van die opbrings aan die aankoop van riet te bestee.

Onderstaande is die ooreengekome gegewens waarop hierdie verhoudings bereken is:—

(a) Maalkoste van een ton kargasuiker	£3 14 0
(b) Produksiekoste van een ton riet	0 14 0
(c) Persentasie suikrose in riet	13.25%
(d) Algehele behaalbare proporsie	76%
(e) Polarisasie van suiker	96°

En onderstaande berekenings toon aan hoe die verhoudings verkry is:—

A. Tonne riet tot 1 ton kargasuiker—

$$\frac{100}{13.25} \times \frac{100}{76} \times \frac{96}{100} = 9.5333.$$

B. Produksiekoste van 'n ton 96°-kargasuiker—

Koste van riet 9.5333 × 14s. = £6.67331

Koste van vervaardiging = 3.70000

£10.37331

C. Verhouding van koste van riet tot koste van vervaardiging—

$$\frac{£6.67331}{3.70000} = 64.3315\%$$

$$\frac{£10.37331}{3.70000} = 100.0000\%$$

2. Om die basisprys van 96°-kargasuiker vas te stel vir gebruik in die marginale formule deur elke meulenaar, word die kwota en die produksie van elke seksie, naamlik—

- meulenaar-cum-planter,
- blanke planters,
- Bantoe-planters,
- ander nie-blanke planters

geskei van die kwotas en die produksie van die ander seksies. Vir die doel van seksionele segregasie word die blanke leweransiers by onderskeidelik die drie meule van Sir J. R. Hulett & Sons, Ltd., en die twee meule van Reynolds Bros., Ltd., beskou as 'n enkele seksie, en so ook in die geval van die meulenaar-cum-planter, die Bantoe-planters en die ander nie-blanke planters. Die Nkwaleni Planters bestaan ook uit

72. The payment of the sums mentioned in clauses 68, 70 (a) and 71 (a) shall be industry obligations as hereinbefore defined and shall be met by levies imposed as hereinbefore provided in this Agreement and in the constitution of the Sugar Association.

73. The balance of 2nd Grade Sugar required in each year after deduction of the 2nd Grade Sugar to be produced by Umfolozi and Doornkop shall be manufactured by the remaining millers in the proportions set out in the Sugar Act.

74. This Agreement does not apply to growers who are members of or supply cane to Umfolozi, save in so far as their rights or obligations may be affected by those provisions thereof which are binding upon the said company.

75. In order to facilitate the representation and promotion of the affairs of non-European growers in the industry there shall be established, as from the commencement of this Agreement an advisory board to be known as the "Advisory Board for non-European Growers" in accordance with a constitution to be approved by the Minister.

76. All determinations, decisions and actions lawfully made, taken or done under the provisions of the 1936 Agreement or of the 1941 Determination, by any person, body or authority authorised or constituted under the said Agreement or Determination shall continue to be of full force and effect during the continuance of this Agreement subject to the provisions thereof, or until reversed or varied by competent action taken or done under the provisions of this Agreement.

SCHEDULE "B".—MARGINAL FORMULA.

1. The marginal formula is:—

(Base price 96° cargo sugar — Railage on sugar) × 64.3315

$$\frac{100}{76} \times \frac{96}{100} \times 100 = \text{Value of 1 ton sucrose}$$

$$\text{Value of 1 ton sucrose} \times \frac{\text{Sucrose content of cane}}{100} = \text{Value of cane of any sucrose.}$$

Example.—If the base price of sugar = £10. 19s. and railage = 12s. 9d., the value of cane of 13% sucrose is 13s. 7.9d.

Division of Proceeds.—The value of cane, to be determined by the division of the free-at-mill value of 96° cargo sugar in the proportion of 64.3315 per cent. to cane and 35.6685 per cent. to sugar.

NOTE.—These figures represent the proportion of recoverable sugar calculated according to the formula upon which they are based—in practice, mills producing cargo sugar of a higher polarisation than 96° or mills attaining a higher overall recovery than 76 per cent. will require to devote a correspondingly smaller proportion of the proceeds to the purchase of cane.

The following are the agreed data upon which these proportions were calculated:—

(a) Cost of milling one ton cargo sugar	£3 14 0
(b) Cost of production one ton cane	0 14 0
(c) Sucrose per cent. cane	13.25%
(d) Over-all recovery	76%
(e) Polarisation of sugar	96°

And the following calculations illustrate how the proportions were arrived at:—

A. Tons of Cane to 1 Ton of Cargo Sugar—

$$\frac{100}{13.25} \times \frac{100}{76} \times \frac{96}{100} = 9.5333.$$

B. Cost of Production of a Ton of 96° Cargo Sugar—

Cost of cane 9.5333 × 14s. = £6.67331

Cost of manufacture = 3.70000

£10.37331

C. Proportion of Cane Cost to Manufacturing Cost—

$$\frac{£6.67331}{3.70000} = 64.3315\%$$

$$\frac{£10.37331}{3.70000} = 100.0000\%$$

2. For the purpose of determining the base price of 96° cargo sugar for use in the Marginal Formula by each miller, the quota and output of each section, namely:—

- Miller-cum-Planter,
- European Growers,
- Bantu Growers,
- Other non-European Growers,

shall be separated from the quotas and output of the other sections.

For the purpose of sectional segregation the European suppliers to the three mills of Sir J. L. Hulett & Sons, Ltd., and the two mills of Reynolds Bros., Ltd., shall in each case be regarded as constituting a single section; similarly with the Miller-cum-Planter, Bantu Growers and other non-European Growers. The Nkwaleni Planters shall constitute

'n aparte en afsonderlike blanke planterseksie. Die Dunn's Reserve Mangete Planters bestaan eweneens uit 'n afsonderlike en aparte planterseksie.

3. Daar bestaan 'n basisprys vir elke seksie by elke meul, en dit word op die volgende wyse bepaal:—

(a) Die Nywerheid se totale basiese suikerkwota soos in artikel 19 van die Ooreenkoms omskryf, word bepaal en na aftrekking van die kwotas van die konsessiemeule vermeld in artikels 62 en 63, wanneer die konsessies van krag is, onderworpe aan die bepalings van artikel 64 (a) van die Ooreenkoms, verdeel in—

(i) die Nywerheid se binnelandse markkwota; en
(ii) die Nywerheid se uitvoerkwota, deur die Suikervereniging soos bepaal in sy statute. Die verhouding van die Nywerheid se binnelandse markkwota tot die Nywerheid se totale basiese suikerkwota, as persentasie uitgedruk, is die Nywerheid se binnelandse markfaktor.

(b) Die Nywerheid se binnelandse markkwota word dan verdeel tussen die meulenaars. Dit word gedoen deur die Nywerheid se binnelandse markfaktor toe te pas op elke meulenaar se basiese suikerkwota. [Die suikerkwota van die Nkwaleni-meulgroep, soos omskryf in artikel 27 (b) van die Ooreenkoms, word beskou as 'n aparte en afsonderlike meul se basiese suikerkwota.] Elke meul is geregtig op sy volle binnelandse markkwota voordat hy deelneem aan uitvoer.

(c) Die meulenaar se uitvoerverplichting is die eventuele surplus van sy werklike produksie bo en behalwe sy binnelandse markkwota.

(d) Die seksie se basiese suikerkwota word dan bepaal. Dit is die totaal van die seksie se basiese suikrokwotas en sy eventuele netto-vermeerdering kragtens artikel 18, omgesit in suiker as volg:—

$$\frac{\text{Suikrose} \times \text{algehele behaalbare proporsie}}{\text{Polarisasie van suiker.}}$$

(e) Die seksie se basiese suikerkwota word dan verdeel in—

- (i) die seksie se binnelandse markkwota en
- (ii) die seksie se uitvoerkwota.

Dit word gedoen deur die Nywerheid se binnelandse markfaktor toe te pas op die seksie se basiese suikerkwota. Byvoorbeeld, indien die faktor 75 persent is, dan verteenwoordig 75 persent van die seksie se basiese suikerkwota die seksie se binnelandse markkwota en die eventuele oormaat van suiker geproduseer uit die seksie se suikrose, uitsluitende die suikrose gelewer kragtens artikels 20 (b) en 21, bo en behalwe die seksie se binnelandse markkwota, is die seksie se uitvoerkwota:

Met dien verstande dat 'n seksie se binnelandse markkwota vermeerder en sy uitvoerkwota verminder moet word weens oordrag na hom van elke tekort in die binnelandse markkwota van 'n ander seksie kragtens die bepalings van artikel 20 (a).

(f) Die binnelandse markprys en die uitvoerprys word dan bepaal volgens die bepalings van artikels 4 en 5 hiervan, en die seksie se basisprys is die gemiddelde van die binnelandse markprys en die uitvoerprys, soos toegepas op die verskeie hoeveelhede suiker vervaardig en aan elke mark gelewer uit die seksie se suikrose, uitsluitende suikrose gelewer kragtens artikels 20 (b) en 21.

(g) Die basisprys van elke seksie se lewerings kragtens artikels 20 (b) en 21 is die uitvoerprys kragtens artikel 5 hiervan vasgestel.

4. Die binnelandse markprys van 96° kargasuiker is die gemiddelde prys per ton van 2,000 pond van die volgende:—
Kargasuiker van 96° polarisasie verkoop vir plaaslike raffinering.

Die graad suiker voorgeskryf ooreenkomstig artikel ses (1) (f) van die Suikerwet, 1936.

Met dien verstande dat by die berekening van sowel die totale behaalde opbrings en die totale tonnemaat verkoop vir plaaslike raffinering as die totale behaalde opbrings en die totale tonnemaat verkoop van die graad suiker voorgeskryf ooreenkomstig artikel ses (1) (f) van die Suikerwet soos voornoem, die opbrings en die tonnemaat van Umfolozi en Doornkop uitgesluit moet word, omdat daar aan hulle spesiale konsessies wat betref 2de-grad-suikerproduksie toegestaan is kragtens artikels 69 en 71 van die Ooreenkoms.

By die berekening van die gemiddelde prys is onderstaande bepalings van toepassing, nl.:—

(i) Alle suiker vir plaaslike verbruik verkoop (behalwe dié wat soos voornoem uitgesluit is en die spesiale graad suiker vereis kragtens die Suikerwet), hetsy aan die raffinadery of elders, word beskou as kargasuiker van 96° pol. verkoop vir plaaslike raffinering teen die plaaslike raffineerprys.

(ii) Die plaaslike raffineerprys is die gemiddelde prys per ton aan die Hulsar-raffinadery van Hulsar-suiker eerste-klas geraffineer vir plaaslike verbruik en verkoop gedurende die seisoenjaar 1 Mei tot 30 April na aftrek van die aksyns, die heffings vermeld in artikel 66 van hierdie Ooreenkoms en £4 per ton as raffineermarge. Geraffineerde suiker, eerste-klas, beteken Hulsar No. 1 en „B”-geraffineerde soorte suiker en sluit nie strooi-, poeier- of tabletsuiker in nie. Hierdie gemiddelde prys word verkry deur die totale opbrings behaal aan die raffinadery te deel deur die totale tonnemaat aldus verkoop.

Bovermelde prys word nie met die ekstra-koste van verpakking, behalwe die standaard-100 lb.-sakke, belas nie.

a separate and distinct European Grower's Section. The Dunn's Reserve Mangete Planters shall likewise constitute a distinct and separate section of growers.

3. There shall be a base price for each section at each Mill, and it shall be ascertained in manner following:—

(a) The Industry's total basic sugar quota as defined in clause 19 of the Agreement shall be ascertained and after deducting the quotas of the concession mills mentioned in clauses 62 and 63, when the concessions operate, shall, subject to the provisions of clause 64 (a) of the Agreement, be divided into:—

- (i) The Industry's Local Market Quota, and
- (ii) The Industry's Export Quota,

by the Sugar Association as provided in its constitution. The relationship of the Industry's Local Market Quota to the Industry's total basic sugar quota expressed by a percentage shall be the Industrial Local Market Factor.

(b) The Industry's Local Market Quota is then divided amongst the Millers. This is done by applying to each Miller's basic sugar quota the Industrial Local Market Factor. [The Sugar Quota of the Nkwaleni Mill Group as defined in clause 27 (b) of the Agreement shall be deemed a separate and distinct mill basic sugar quota.] Each mill shall be entitled to its full local market quota before it participates in export.

(c) A miller's export obligation is the surplus, if any, of his actual production over his local market quota.

(d) The section's basic sugar quota is then ascertained. It is the total of the section's sucrose basic quotas and its nett increase, if any, under clause 18 converted into sugar thus:—

$$\frac{\text{Sucrose} \times \text{O.R.}}{\text{Pol.}}$$

(e) The section's basic sugar quota is then split into:—

- (i) The section's local market quota, and
- (ii) the section's export quota.

This is done by applying to the section's basic sugar quota the Industrial Local Market Factor. Thus, if the factor is, say 75 per cent. then 75 per cent. of the section's basic sugar quota represents the Section's Local Market Quota, and the excess, if any, of the sugar produced from the section's sucrose, excluding sucrose supplied under clauses 20 (b) and 21, over the Section's Local Market Quota is the section's export quota.

Provided that any section's local market quota shall be increased and its export quota reduced by the transfer to it of any shortfall in the local market quota of any other section in terms of clause 20 (a).

(f) The local market price and the export price are then ascertained in the manner set out in clauses 4 and 5 hereof, and the section's base price is the average of the local market price and the export price applied to the respective quantities of sugar manufactured and supplied to each market from the section's sucrose, excluding sucrose supplied under clauses 20 (b) and 21.

(g) The base price of each section's deliveries under clause 20 (b) and 21 shall be the export price determined under clause 5 hereof.

4. The local market price of 96° cargo sugar shall be the average price per ton of 2,000 lb. of the following:—

Cargo sugar of 96° pol. sold for local refining.

The grade of sugar prescribed in terms of section six (1) (f) of the Sugar Act, 1936.

Provided that in ascertaining the total proceeds realised and the total tonnage sold for local refining as well as the total proceeds realised and total tonnage sold of the grade of sugar prescribed in terms of section six (1) (f) of the Sugar Act as aforesaid, there shall be excluded the proceeds and tonnages of Umfolozi and Doornkop to which special concessions as to 2nd Grade Sugar production are granted under clauses 69 and 71 of the Agreement.

In calculating such average price the following conditions shall apply, namely:—

(i) All sugar sold for local consumption (other than that excluded as aforesaid and the special grade of sugar required in terms of the Sugar Act), whether to the refinery or elsewhere, shall be regarded as cargo sugar of 96° pol. sold for local refining at the local refining price.

(ii) The local refining price shall be the average price per ton at Hulsar Refinery of Hulsar First Refined sugar for local consumption sold in the seasonal year 1st May, to 30th April, after deduction of excise, the levies referred to in paragraph 66 of the Agreement, and £4 per ton refining margin. First refined sugar shall mean Hulsar No. 1 and „B” refined sugars and shall not include castor, icing or tablet sugars. Such average price shall be ascertained by dividing the total proceeds realised at the refinery by the total tonnage so sold. The extra cost of packings other than the standard 100 lb. pockets shall not be a charge against the price referred to above.

(iii) Die prys van die graad suiker voorgeskryf kragtens artikel ses (1) (f) van die Suikerwet, 1936, is die gemiddelde prys per ton van al hierdie suiker wat verkoop is na aftrek van die aksyns, die heffings vermeld in artikel 66 van hierdie Ooreenkoms, en die bedrag wat sy waarde bo die van suiker van 96° pol. verteenwoordig, en verder na aftrek of byvoeging, na gelang van die geval, van 'n bedrag gelykstaande met ekstra-bergingskoste (met inbegrip van versekering) en bemerkingskoste (met inbegrip van finansiering), maar nie die ekstra-koste van vervaardiging of verpakking nie, asook besparing van treinvrug ingevolge toepassing van deurvoervrag op hierdie suiker.

Hierdie gemiddelde prys word bereken deur die totale behaalde netto-opbrings, v.o.s. Durban, te deel deur die totale tonnemaat wat verkoop is.

Die surpluswaarde van hierdie suiker bo die prys van suiker van 96° pol., word na verhouding bepaal volgens 'n skaal van 1.375 persent van die gemiddelde prys vir elke graad waarmee die graad van polarisasie van hierdie suiker 96° te bowe gaan; 'n breuk van 'n graad word na verhouding tot die naaste tiende deel afgerond.

In geval van geskil of dispuut oor hierdie artikel, is artikel 13 van hierdie Ooreenkoms van toepassing.

(iv) In hierdie artikel beteken „die raffinadery” die Suid-Afrikaanse raffinadery van Hulett te Rossburgh, en „verkoop vir plaaslike raffinering” beteken aan hierdie raffinadery verkoop met die doel om aldaar geraffineer te word, en „vir plaaslike verbruik” beteken vir verbruik in die gebiede soos vermeld in artikel 59 van hierdie Ooreenkoms.

5. (i) Die uitvoerprys is die gemiddelde prys per ton van alle kargasuiker (basis 96° pol.) wat uitgevoer word, en hierdie prys word verkry deur die totale opbrings vry langs skip (op die basis voornoem), te deel deur die totaal van die tonnemaat, vry langs skip gelewer.

(ii) Dit word verstaan en ooreengekom dat op die basisprys van alle uitvoersuiker van 96° polarisasie wat dwarsdeur die seisoen behaal is, egalig gemaak moet word deur middel van die Uitvoer-vereffeningsrekening, sodat alle meule wat suiker uitvoer, 'n gemiddelde en nie 'n individuele prys ontvang nie.

(iii) Dit word verstaan en ooreengekom dat alle uitvoersuiker vervaardig in een maand, waarvan die opbrings nie gedurende die daaropvolgende negentig dae vanaf die einde van daardie maand ontvang word nie, gefinansier moet word deur die Suikervereniging op die basis van 90 persent van die beraamde uitvoerwaarde. Die koste van hierdie finansiering moet deur die Uitvoer-vereffeningsrekening gedra word.

6. Suiker wat op 30 April van elke jaar nog onverkoop is, word deur die Oesbeskikkingskomitee gekoop op en asof op daardie datum, sodat die hele oes van elke seisoen beskou kan word as gedurende daardie seisoen verkoop te wees en sodat die seisoen se basis-prys van 96°-kargasuiker met die mins moontlike versuim getrou vasgestel kan word.

Die koopprys word gebaseer op die gemiddelde prys wat gedurende die seisoenjaar 1 Mei tot 30 April vir so'n kwaliteit suiker verkry is.

Die Komitee moet hierdie soorte suiker na goeiddunke op die voordeligste wyse ten behoeve van die Suikerbedryf gaan verkoop.

7. (a) Spoorvrag op suiker beteken die spoorvrag wat per ton suiker betaal word tussen die meul waar die planter se riet gedurende die seisoen 1935-36 geper is, of in die geval van riet gelewer kragtens 'n nuwe kwota: die meul ten opsigte waarvan hierdie kwota toegeken is, en die punt van aflewering.

(b) Vir die doel van die marginale formule word onderstaande tariewe as van toepassing beskou:—

Meul.	Spoorvrag. s. d.	Punt van aflewering.
Empangeni.....	19 0	(Aan raffinadery en punt).
Felixton.....	19 0	„ „ „
Amatikulu.....	16 11	„ „ „
Darnall.....	13 7	„ „ „
Delville.....	18 6	„ „ „
Gledhow.....	12 0	(Maydon-kaai).
Chakas Kraal....	10 4	„ „ „
Renishaw.....	10 4	„ „ „
Sezela.....	12 0	„ „ „
Esperanza.....	12 0	„ „ „
Tongaat.....	8 7	(Raffinadery en punt).
Mount Edgecombe	5 3	(Punt en Maydon-kaai).
New Guelderland..	12 9	(Raffinadery en punt).
Melville.....	11 11	(Punt en Durban.)
Doornkop.....	13 8	„ „ „
Central Factory...	6 11	(Raffinadery en punt).
Illovo.....	6 11	(Maydon-kaai).
Prospecton.....	4 5	(Raffinadery en punt).
Umzimkulu.....	15 2	(Maydon-kaai).
Entumeni.....	23 4	(Punt en Durban).
Glendale.....	17 8	(Durban).

(c) Nieteenstaande bostaande is—

(i) die spoorvrag vir planters van Fort Pearson wat riet aan die „Central Factory” lewer, die tarief van daardie meul;

(ii) die spoorvrag vir planters wat riet lewer aan Hulett in Zoeloland wat deur Hulett uit Zoeloland na Darnall-meul gestuur word, die tarief vir Amatikulu, soos hierbo gespesifiseer.

(iii) The price of the grade of sugar prescribed in terms of section six (1) (f) of the Sugar Act, 1936, shall be the average price per ton of all such sugar sold after deduction of excise, the levies referred to in paragraph 66 of the Agreement, and such amount as represents its value above that of sugar of 96° polarisation, and after deduction or addition as the case may be of an amount representing any additional cost of storage (including insurance) and marketing (including financing), but not of manufacture nor packing, and any saving in railage that may be occasioned by reason of the application of through rates in respect of such sugar.

Such average price shall be ascertained by dividing the total net proceeds realised f.o.r. Durban by the total tonnage sold.

The excess value of such sugar above that of 96° polarisation shall be determined at the rate of 1.375 per cent. of the average price for each degree by which the degree of polarisation of such sugar exceeds 96°, fractions of a degree corrected to the nearest tenth, in proportion.

In the event of any question or dispute arising under this clause, clause 13 of the Agreement shall apply.

(iv) In this clause „the refinery” shall mean Hulett's South African Refinery at Rossburgh, „sold for local refining” shall mean sold to such refinery for the purpose of being refined thereat, and „for local consumption” shall mean for consumption in the territories set out in clause 59 of this Agreement.

5. (i) The export price shall be the average price per ton of all cargo sugar exported (basis 96° pol.) which shall be ascertained by dividing the total proceeds realised f.a.s. (upon the basis aforesaid) by the total tonnage delivered f.a.s.

(ii) It is understood and agreed that the basis 96° polarisation prices realised for all export sugars throughout the season shall be equalised by means of an Export Equalisation Account so that all exporting mills receive an average and not an individual price.

(iii) It is understood and agreed that all export sugar manufactured in any one month the proceeds of which have not been received during the succeeding ninety days from the end of that month shall, on the expiry of the said ninety days, be financed by the Sugar Association on the basis of 90 per cent of the estimated export value. The cost of such Finance shall be debited to the Export Equalisation Fund.

6. Any sugar unsold as at the 30th April of each year, shall be purchased by the Crop Disposal Committee on and as at that date in order that the total output of each season may be regarded as sold during that season and the season's base price of 96° cargo sugar truly determined with the least possible delay.

The purchase price shall be on the basis of the average price realised for similar quality of sugar during the seasonal year from 1st May to 30th April.

The committee shall proceed to realise on behalf of the Industry such sugars in their discretion to the best advantage.

7. (a) Railage on sugar means railage per ton paid on sugar between the mill at which the grower's cane was crushed during the 1935-36 season, or in the case of cane delivered under a new quota, the mill in respect of which that quota was allotted, and the point of delivery.

(b) For the purpose of the marginal formula the following shall be deemed to be the railage in question, namely:—

Mill.	Railage. s. d.	Point of Delivery.
Empangeni.....	19 0	(Refinery and Point.)
Felixton.....	19 0	„ „ „
Amatikulu.....	16 11	„ „ „
Darnall.....	13 7	„ „ „
Delville.....	18 6	„ „ „
Gledhow.....	12 0	(Maydon Wharf).
Chaka's Kraal....	10 4	„ „ „
Renishaw.....	10 4	„ „ „
Sezela.....	12 0	„ „ „
Esperanza.....	12 0	„ „ „
Tongaat.....	8 7	(Refinery and Point).
Mount Edgecombe	5 3	(Point and Maydon Wharf).
New Guelderland..	12 9	(Refinery and Point).
Melville.....	11 11	(Point and Durban).
Doornkop.....	13 8	„ „ „
Central Factory...	6 11	(Refinery and Point).
Illovo.....	6 11	(Maydon Wharf).
Prospecton.....	4 5	(Refinery and Point).
Umzimkulu.....	15 2	(Maydon Wharf).
Entumeni.....	23 4	(Point and Durban).
Glendale.....	17 8	(Durban).

(c) Notwithstanding the foregoing—

(i) the railage in respect of Fort Pearson growers supplying the Central Factory shall be the Central Factory rate above set out;

(ii) the railage in respect of growers supplying cane to Hulett in Zululand which is sent out of Zululand by Hulett to Darnall Mill shall be the Amatikulu rate above set out.

8. Die binnelandse markprys en die uitvoerprys van suiker en die Nywerheid se binnelandse mark-faktor word by die begin van elke seisoen deur die Bestuur van die Suiker-vereniging geskat en daarna maandeliks gedurende die seisoen, sodat ooreenkomstig die bepalinge van artikel 52 van die Ooreenkomste voorlopige betalings aan planters gedoen kan word.

Genoemde pryse en faktor word ten opsigte van elke seisoen vir die pas afgelope seisoen voor of op 30 April van elke jaar deur die Bestuur provisioneel vasgestel en word vir daardie seisoen, sodra voormelde Uitvoervereënigingsrekeninge opgemaak is, deur genoemde Bestuur finaal vasgestel.

9. Genoemde Bestuur moet ook die finale basisprys van suiker vir die seisoen 1942-43 kragtens die Vaststelling van 1941 vasstel sodra die Uitvoervereënigingsrekening ten opsigte van daardie seisoen opgemaak is.

BYLAE „C”.—SKEIKUNDIGE SKAAL.

1. *Die neem van monsters.*—Vir elke besending geperste riet word op die wyse wat in paragraaf 13 uiteengesit is, 'n monster perssap geneem verteenwoordigende die groots moontlike gedeelte van die riet wat gelêwer is.

2. *Ontleding van monster.*—Die monster perssap se polarisasie word getoets soos uiteengesit in paragraaf 10.

3. *Berekening van suikrose-persentasie van riet.*—Vir elke besending word die persent suikrosegehalte van die riet bepaal volgens die polarisasie van die perssap deur toepassing van 'n Java-ratio soos hierna vasgestel.

4. *Differensiële Java-ratio.*—Die Java-ratio's vir verskillende soorte riet moet as volg wees:—

Co. 290-riet moet 'n Java-ratio van 2.0 hoër as die vir droë Uba-riet hê.

P.O.J. 2714, 2725, 2727- en 2878-riet moet 'n Java-ratio van 4.0 hoër as die van droë Uba-riet hê.

In geval 'n ander soort geperste riet word, word die Java-ratio wat toegepas moet word, vasgestel deur die Sentrale Raad. Die Java-ratio van Co. 281- of enige ander soort pas vrygestelde riet mag nie verhoog word voordat die Sentrale Raad daarin toegestem het nie.

Hierdie artikel is onderhewig aan wysiging deur die Sentrale Raad op versoek van of die Meulenaarsvereniging of die Plantersvereniging.

5. *Nat riet.*—Wanneer riet te eniger tyd ten gevolge van die inwerking van reënwater verwater bevind word, moet die skeikundige van die toetsdiens en dié van die meulenaars die gemiddelde gehalte suikrose van die vorige drie besendings verkry en die Java-ratio van die besending wat aldus verwater bevind is, met 1.0, 2.0, 3.0 of 4.0 verhoog ten einde die suikrose-persentasie te bring tot omtrent die gemiddelde wat aldus verkry is, met inagneming van die meerdere gewig van die besending. Elke beswaar teen die handelwyse in 'n besondere geval moet na die Sentrale Raad verwys word.

6. Wanneer die skeikundige van die meulenaar of dié van die toetsdiens van mening is dat riet in sodanige toestand afgelewer word dat dit afbruek doen aan die doeltreffendheid van die meul of 'n wanverdeling van suikrose onder die meul se leweransiers veroorsaak, kan hy die saak verwys na 'n persoon deur die Meul-groepraad aangestel. Hierdie persoon kan bepaal dat die toestand van die riet nie 'n boete regverdig nie of hy kan gelas dat die riet teruggestuur word na die sender, of andersins kan hy die persentasie bepaal waarmee die gewig van die aflewering verminder moet word. Hy mag egter nie die voorgaande boete opleë nie, tensy hy ten minste een waarskuwing aan die leweransiers gegee het.

Hierdie artikel kan hersien word op versoek van of die Meulenaarsvereniging of die Plantersvereniging na verloop van die eerste jaar van die Ooreenkoms.

7. *Metodes vir die berekening van suikrosebalans.*—Die gemiddelde van alle Java-ratio's wat gedurende enige daaglikse of weeklikse periode toegepas word ooreenkomstig paragrafe 4 en 5, moet soos deur ontleding van die gemengde sap en die begasse vasgestel is, sodanig wees dat dit 'n totale gewig suikrose aantoon gelyk aan die totale gewig suikrose in die riet wat gedurende daardie tydperk deur die fabriek opgeneem is.

8. *Periodieke wysigings.*—Die tydperk waarvoor die juiste Java-ratio ooreenkomstig artikel 4 bepaal moet word, is onder normale omstandighede een week. By onderlinge ooreenkoms tussen die skeikundige van die fabriek en die tegniese bestuurder van die toetsdiens van die Sentrale Raad kan dit egter by enige fabriek meer dikwels gedoen word.

9. *Maandelikse verslae.*—Die Sentrale Raad moet maandeliks aan die fabrikerende maatskappy en aan die Suid-Afrikaanse Rietplantersvereniging verslag doen van die totale gewig riet en die totale gewig suikrose wat gedurende die voorafgaande maandelikse periode deur elke planter aan die meul gelêwer is.

10. *Metode van ontleding van perssap.*—Die ontleding van perssap van afsonderlike besendings moet geskied deur die gebruik van 'n Brix-hidrometer en die Horne- „drooglood”-metode van direkte polarisasie. Onder spesiale omstandighede, wanneer bogenoemde metode nie toegepas kan word nie, moet die Sentrale Raad die metode wat gevolg moet word, voorskryf.

11. *Algemene ontledings.*—Alle ander ontledings van toe-passing op hierdie Ooreenkoms moet gedoen word ooreenkomstig die offisiële metodes van die Vereniging van Suid-Afrikaanse Suikertegnoloë.

8. The local market price and the export price of sugar and the Industrial Local Market Factor shall be estimated by the Council of the Sugar Association at the commencement of each season and thereafter monthly during the season for the purpose of enabling provisional payments to be made to growers in accordance with the provisions of clause 52 of the Agreement.

They shall be provisionally determined in respect of each season by the said Council not later than the 30th of April in each year for the season then past, and shall be finally determined for such season by the said Council upon the completion of the Export Equalisation Accounts hereinbefore referred to.

9. The said Council shall also finally determine the base price of sugar for the season 1942-43 under the 1941 Determination upon the completion of the export equalisation accounts in respect of that season.

SCHEDULE „C”.—CHEMISTS' SCALE.

1. *Sampling.*—A sample of crusher juice representing the maximum possible proportion of the cane delivered shall be taken for every consignment of cane crushed, as specified in paragraph 13.

2. *Analysis of Samples.*—The sample of crusher juice shall be tested for pol. as specified in paragraph 10.

3. *Calculation of Sucrose per cent. Cane.*—The sucrose per cent. cane for each consignment shall be determined from the pol. of the crusher juice by the application of a Java Ratio, determined as under.

4. *Differential Java Ratio.*—Java Ratios for different varieties of cane shall be as follows:—

Co. 290 cane shall have a Java Ratio 2.0 higher than that for dry Uba cane.

P.O.J. 2714, 2725, 2727 and 2878 canes shall have a Java Ratio 4.0 higher than that for dry Uba cane.

In the event of any other variety being crushed, the appropriate Java Ratio shall be decided upon by the Central Board. No addition shall be made to the Java Ratio of Co. 281 or any other newly-released variety until such an addition shall have been agreed to by the Central Board.

This clause is to be subject to amendment by the Central Board upon the request of either the Millers' Association or the Growers' Association.

5. *Wet Cane.*—Whenever cane during any period is suffering from the effects of dilution by rain water the testing service chemist and millers' chemist shall ascertain the average sucrose of the previous three consignments and shall add 1.0, 2.0, 3.0 or 4.0 to the Java Ratio of the consignment so affected so as to bring the sucrose percentage to about the average so ascertained, bearing in mind the increased weight of the consignment. Any objection to the procedure in any particular case to be referred to the Central Board. This clause may be amended or added to by the Central Board.

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

This clause may be reviewed at the request of either the Millers' Association or the Growers' Association at the end of the first year of the Agreement.

7. *Methods of Calculating Sucrose Balance.*—The average of all Java Ratios applied during any daily or weekly period as provided in paragraphs 4 and 5, shall be such as will indicate a total weight of sucrose in cane equal to the total weight of sucrose entering the factory during the period, as determined by analysis of the mixed juice and the bagasse.

8. *Periodical Adjustments.*—The period for which the correct Java Ratio shall be determined (as in 4) shall normally be one week. It may, however, be done more frequently at any factory by mutual agreement between the factory chemist and the technical manager of the Central Board.

9. *Monthly Statements.*—The Central Board shall report monthly to the Manufacturing Company and to the S.A. Cane Growers' Association the total weight of cane delivered and the total weight of sucrose for each grower who has delivered cane to the mill during the preceding monthly period.

10. *Method of Analysis of Crusher Juice.*—The method of analysis of crusher juice from separate consignments shall be by the use of a Brix Hydrometer and Horne's "dry lead" method of direct polarisation. The Central Board should specify methods to be used in special circumstances when the above method may not be applicable.

11. *General Analyses.*—All other analyses relevant to this Agreement shall be done in accordance with the official methods of the South African Sugar Technologists' Association.

12.—*Hulpmiddels vir die neem van monsters.*—Die fabrikerende maatskappy verstrek ondervermelde hulpmiddels vir die neem van monsters ten opsigte van riet:—

(a) 'n Behoorlike toestel vir die verkryging van 'n onafgebroke stroom perssap ('n verteenwoordigende monster) gedurende die toetsperiode van elke afsonderlike besending riet.

(b) 'n Klok of 'n ander sein om die draer en die toetsen die einde aan te kondig van die gedeelte van alle besendings riet wat getoets word.

(c) 'n Klok of 'n ander sein om die draer en die toetslaboratorium met mekaar in verbinding te stel.

13. *Spesifikasie van monsters perssap.*—Die fabrikerende maatskappy verstrek die nodige middels tot die verkryging van onderstaande monsters van besendings:—

Besendings van 15 ton en meer ... 80 persent.

Besendings van tussen 10 en 15 ton ... 60 persent.

Alle pogings moet aangewend word om besendings van minder as 10 ton te toets, maar waar dit nie gedoen kan word nie of waar ten opsigte van groter besendings bovermelde monsters nie verkry kan word nie, dan geld die ontleding van die vorige of, by gebreke daaraan, die daaropvolgende monsters riet van 'n soortgelyke tipe en onder dieselfde omstandighede gepers.

14. *Die weeg van rietsap en water.*—Die fabrikerende maatskappy verstrek ondervermelde hulpmiddels om die totale hoeveelheid suikrose in die riet te bepaal:—

(a) Weegskale vir sap en skale of meters vir water, van 'n model goedgekeur deur die Staatsykwese.

(b) Outomatiese toestelle, soos die Bristol-meter of 'n soortgelyke, wat die vol- en die leegloop van elke skaaltenk aandui.

(c) Kaarte met vervolgnommers vir gebruik in verband met alle weegbrugge en sap- en waterskale. Hierdie kaarte moet slegs eenmaal gebruik word en is te eniger tyd beskikbaar vir die skeikundige van die toetsdiens.

(d) Alle sap- en waterskale moet voorsien wees van outomatiese tellers wat die getal tenks wat geweeg is, aandui.

(e) By gemengde sap mag alleen geweegde of gemeterde water gevoeg word.

15. *Pompe wat stoom inspuut.*—Pompe wat stoom inspuut mag nie gebruik word om ongeweegde sap te pomp nie, tensy daarmee ingestem is deur die Sentrale Raad, wat in sodanige gevalle die nodige korreksie, wat van toepassing is, duidelik moet voorskryf.

16. *Wysigings en toevoegings.*—Elke wysiging van of toevoeging tot die bepalings van paragrawe 4, 5, 10, 12 en 14 word op behoorlike advies van 'n tegniese adviserende komitee deur die Sentrale Raad bepaal.

17. *Insae in registers.*—Die skeikundige van die toetsdiens en dié van die meulenaars moet alle boeke en registers wat in enigerlei opsig betrekking het op die toets van riet en die indeling van rietwaardes vir mekaar ter insae beskikbaar stel.

BYLAË „D”.—DIE VEREENIGINGSFONDS.

1. Ten einde ingevolge die bepalings van artikel 46 (b) van die Ooreenkoms betalings te kan doen aan blanke planters, word onder die beheer van die Suid-Afrikaanse Rietplantersvereniging 'n fonds, genoem die Vereenigingsfonds, gestig.

2. (a) Onderstaande meule onderneem om gedurende elke maalseisoen die bedrae wat hieronder vermeld word, tot genoemde Fonds by te dra, nl.:—

Empangeni	Nul
Felixton	Nul
Delville	Nul
Amatikulu	Nul
Darnall	£2,000
Gledhow and Chakas Kraal ...	6,500
Illovo	3,000
Crookes Bros	2,000
Reynolds Bros	10,500
Umzimkulu	500
New Guelderland	500
Tongaat	11,000
Central Factory	2,000
Natal Estates	12,000
Prospecton	500
Melville	500
Doornkop	Nul
Entumeni	Nul
	£51,000

en Huletts onderneem daarbenewens om 'n verdere som van hoogstens £500 by te dra ten einde uit die Fonds aan die Felixton-meul vergoeding te laat geskied vir die bykomende bedrag wat laasgenoemde ten gevolge van die gebruikmaking van 19s. in die marginale formule as spoorvrag in stede van die werklike vragprys, aan die planters betaal, ten opsigte van riet aan hom gelewer.

(b) Alle meulenaars vermeld in (a) hiervan onderneem om tot die Vereenigingsfonds 'n heffing van 1½d. per ton op alle riet by te dra wat deur hulle gepers is en wat deur blanke planters gelewer is of aan die meulenaars behoort en 'n verdere heffing van 1½d. per ton op alle riet deur die meulenaars gepers en wat aan hulle behoort. Riet wat aan die meulenaars behoort sluit in riet wat aan subsidiêre maatskappye behoort waarin hierdie meulenaars op 23 Maart 1936 meer as 52½ persent van die kapitaal besit het.

12. *Provisions for Sampling.*—The manufacturing company shall supply the following facilities for the sampling of cane:—

(a) A suitable device for obtaining a continuous flow of a representative sample of crusher juice throughout the period of sampling of each and every consignment of cane.

(b) Some automatic device for signalling the arrival of the beginning and end of the sampled portion of every consignment of cane at the crusher rolls.

(c) A bell or other signal to afford communication between the carrier and the testing service laboratory.

13. *Specification of Crusher Juice Samples.*—The manufacturing company shall provide the necessary facilities to obtain the following samples of consignments:—

Consignments of 15 tons and over ... 80 per cent.

Consignments between 10 tons and 15 tons ... 60 per cent.

Every attempt should be made to sample consignments under 10 tons, but where that cannot be done, or when the above samples of larger consignments cannot be obtained, then the analysis of the last previous, or failing that the next following, sample of cane of a similar type crushed under similar conditions shall apply.

14. *Weighing of Cane Juice and Water.*—The manufacturing company shall provide the following facilities for the determination of total sucrose in cane:—

(a) Weighing scales for juice and scales or meters for water of a type approved by the Government Assize Department.

(b) Automatic devices which record the filling and emptying of each scale tank (such as the "Bristol" Recorder or the like.)

(c) Sequence-numbered tickets to be used in connection with all weighbridges and juice and water scales. These tickets are to be used but once and to be available at any time to the testing service chemist.

(d) All juice and water scales should be provided with automatic counters recording the number of tanks weighed.

(e) Only weighed or metered water to be allowed to enter mixed juice.

15. *Steam Injector Pumps.*—Steam injectors shall not be used for pumping unweighed juice, unless agreed to by the Central Board, who should in such cases specify the necessary correction to be applied.

16. *Amendments and Additions.*—Any amendments or additions to the provisions of paragraphs 4, 5, 10, 12 and 14 are to be determined by the Central Board, duly advised by a Technical Advisory Committee.

17. *Availability of Records.*—The testing service chemist and the millers' chemist will render accessible to each other all books and records which are in any way relevant to the testing of cane and the distribution of cane value.

SCHEDULE "D".—THE EQUALISATION FUND.

1. There shall be established under the administration of the South African Cane Growers' Association a fund to be called the "Equalisation Fund" for the purpose of enabling payments to be made to European growers in pursuance of the provisions of clause 46 (b) of the Agreement.

2. (a) The undermentioned mills agree to contribute to the said Fund in each milling season the amounts specified hereunder, viz.:—

Empangeni	Nil
Felixton	Nil
Delville	Nil
Amatikulu	Nil
Darnall	£2,000
Gledhow and Chaka's Kraal ...	6,500
Illovo	3,000
Crookes Bros.	2,000
Reynolds Bros.	10,500
Umzimkulu	500
New Guelderland	500
Tongaat	11,000
Central Factory	2,000
Natal Estates	12,000
Prospecton	500
Melville	500
Doornkop	Nil
Entumeni	Nil
	£51,000

and Huletts agree, in addition, to contribute a further sum up to £500 to enable payment to be made from the Fund to Felixton Mill of the additional amount paid by it to growers in consequence of the use in the marginal formula in respect of cane supplied to it of 19s. railage instead of actual railage.

(b) The millers named in (a) hereof agree to pay to the Equalisation Fund a levy of 1½d. per ton upon all cane crushed by them which is supplied by European growers or owned by such millers, and an additional levy of 1½d. per ton upon all cane crushed by such millers and owned by them. Cane owned by such millers includes cane owned by subsidiary companies in which such millers owned more than 52½ per cent. of the capital on the 23rd March, 1936.

3. (a) Betaling van die meulenaars se bydraes soos uiteengesit in artikel 2 (a) hiervan, moet geskied aan die Suid-Afrikaanse Rietplantersvereniging, en wel in sewe gelyke maandelikse paaiemente betaalbaar op 20 Junie en daarna op die 20ste dag van elke maand gedurende die oorspronklike ses maande.

(b) Betaling van die heffings soos uiteengesit in artikel 2 (b) hiervan, moet deur die meulenaars aan die Suid-Afrikaanse Rietplantersvereniging geskied, en wel op die 20ste dag van elke maand vir riet wat gedurende die voorafgaande maand geper is.

(c) Bydraes en heffings soos voornoem word beskou as verskuldigde bedrae betaalbaar deur die meulenaars aan genoemde vereniging en is op aksie van laasgenoemde invorderbaar.

4. Die Suid-Afrikaanse Rietplantersvereniging ontvang voornoemde bydraes en heffings en stort dit in 'n spesiale bankrekening, die Vereffeningsfondsrekening genoem, en betaal daaruit—

(a) in elke seisoen aan blanke planters, behalwe dié wat riet lewer aan Umfolozi, ten opsigte van die prys van riet deur hulle aan meulenaars gelewer, bedrae bereken ooreenkomstig die volgende formule, nl.:—

$$\frac{15,000 - Y}{7,500} \times 10d. \text{ per ton riet,}$$

waar Y voorstel die tonnemaat riet deur 'n planter gedurende die seisoen gelewer. Vir die toepassing van hierdie artikel word die betekenis van „tonnemaat riet deur 'n planter gelewer” deur die Sentrale Raad omskrywe: Met dien verstande dat riet geproduseer deur 'n vrou wat met of sonder gemeenskap van goedere getroud is en nie van haar eggenoot geskei is kragtens 'n geregtelike uitspraak of 'n beskrywe ooreenkoms van skeiding nie, beskou moet word as geproduseer deur haar eggenoot indien hy ook 'n produsent van riet is.

(b) Aan die Felixton-meul die bykomende bedrag deur hom in 'n seisoen aan planters uitbetaal ten gevolge van die gebruikmaking van 19s. in die Marginale Formule as spoervrag in stede van die werklike vragprys ten opsigte van riet aan hom gelewer.

5. (a) Betaling aan blanke planters kragtens die bepalings van artikel 4 (a) hiervan deur genoemde vereniging gedoen ten opsigte van riet gedurende enige maand gelewer tot 90 persent, bereken op die basis van geskatte lewerings gedurende die seisoen; hierdie betaling geskied binne 35 dae na die laaste dag van die maand waarin die riet gelewer is en, wat die balans betref, op 30 April in elke jaar.

(b) Betaling aan Felixton-meul kragtens die bepalings van artikel 4 (b) hiervan word deur genoemde vereniging op 30 April in elke jaar gedoen ten opsigte van die oesjaar wat dan eindig.

6. Indien die toepassing van die formule uiteengesit in artikel 4 (a) hiervan gedurende 'n seisoen 'n tekort of 'n oorskot in die Vereffeningsfonds ten gevolge het, moet die tekort of oorskot in daardie seisoen verreken word deur die faktor 10d. in die formule te verlaag of te verhoog.

7. Alle riet waarvan suiker vervaardig word vir afset deur middel van die „B”-versameling kragtens artikel 21, moet uitgesluit word van hierdie Bylae.

8. Die administrasiekoste van die Fonds word deur die Fonds self gedra.

9. Die finansiering en die distribusie van die Vereffeningsfondsbetalings aan gewese soldate is onderworpe aan die Minister se goedkeuring.

BYLAE „E”.—DIE PRYSHERSTELLINGSFONDS.

1. Daar word 'n fonds onder beheer van die Plantersvereniging gestig, genoem die „Prysherstellingsfonds”, ten einde betalings aan blanke planters ingevolge die bepalings van artikel 46 (b) van die Ooreenkoms, te bewerkstellig.

2. Ondervermelde meule moet elke maalseisoen tot die Fonds bydra, naamlik 12s. per ton vir elke ton suiker wat hulle uit riet deur blanke planters en die meulenaar-cum-planter gelewer, meer produseer as die tonnemaat suiker teenoor hulle name, met dien verstande dat suiker vervaardig vir afset deur middel van die „B”-versameling kragtens artikel 21 van die Ooreenkoms, uitgesluit moet word van hierdie oormatige tonnemaat:—

	Blanke seksionele kwota tonne suiker.
Z.S.M. and P.	40,000
Entumeni	3,000
Hulett	107,194
New Guelderland	4,567
Doornkop	9,475
Gledhow	20,491
Melville	6,073
Chaka's Kraal	13,581
Tongaat	47,742
Central Factory	12,872
Natal Estates	52,568
Prospecton	2,857
Illovo	19,035
Crookes	15,305
Reynolds	51,704
Umzimkulu	6,774
	413,238

3. (a) Payment of miller's contributions as set out in clause 2 (a) hereof shall be made to the South African Cane Growers' Association in seven equal monthly instalments payable on 20th June and thereafter on the 20th day of each of the next succeeding six months.

(b) Payment by millers of the levies as set out in clause 2 (b) hereof shall be made to the South African Cane Growers' Association on the 20th day of each month in respect of cane crushed during the preceding month.

(c) Contributions and levies as aforesaid shall be deemed to be debts due by millers to the said Association, and shall be recoverable at the suit of the said Association.

4. The South African Cane Growers' Association shall receive the contributions and levies as aforesaid and shall bank the same in a special banking account to be designated the „Equalisation Fund Account”, and shall pay therefrom:—

(a) Payments to European growers, other than those supplying Umfolozi, in each season in respect of the price of cane supplied by them to millers in accordance with the following formula, viz.:—

$$\frac{15,000 - Y}{7,500} \times 10d. \text{ per ton of cane.}$$

where Y represents the tons of cane supplied by a grower during such season. For the purpose of this clause „tons of cane supplied by a grower” shall be defined by the Central Board, provided that cane produced by a woman married in or out of community of property and not separated from her husband under a judicial order or written agreement of separation shall, if her husband is also a producer of cane, be deemed to have been produced by that husband.

(b) To Felixton Mill the additional amount paid by it to growers in any season in consequence of the use in the marginal formula in respect of cane supplied to it of 19s. railage instead of actual railage.

5. (a) Payment to European growers under the provisions of clause 4 (a) hereof shall be made by the said Association in respect of cane supplied during any month as to 90 per cent. calculated on the basis of estimated supplies during the season, within 35 days of the last day of the month in which the cane is delivered, and as to the balance on 30th April in each year.

(b) Payment to Felixton Mill under the provisions of clause 4 (b) hereof shall be made by the said Association on 30th April in each year in respect of the crop year then ending.

6. Should the application during a season of the formula set out in clause 4 (a) hereof result in a shortfall or surplus in the Equalisation Fund, such shortfall or surplus shall be adjusted in that season by decreasing or increasing the factor of 10d. in the formula.

7. All cane from which is manufactured sugar for disposal in „B” Pool under clause 21 shall be excluded from this Schedule.

8. The expenses of administering the Fund shall be borne by the Fund.

9. The financing and distribution of Equalisation Fund payments to returned soldiers shall be subject to the approval of the Minister.

SCHEDULE „E”.—THE PRICE RESTORATION FUND.

1. There shall be established under the administration of the Growers' Association a fund to be called the „Price Restoration Fund” for the purpose of enabling payments to be made to European growers in pursuance of the provisions of clause 46 (b) of the Agreement.

2. The under-mentioned mills shall contribute to the said Fund in each milling season 12s. per ton for every ton of sugar produced from cane supplied by European growers, and the miller-cum-planter in excess of the tons of sugar set opposite their respective names, provided that sugar manufactured for disposal in „B” Pool under clause 21 of the Agreement shall be excluded from such excess tonnage:—

	European Sectional Quota Tons Sugar.
Z.S.M. and P.	40,000
Entumeni	3,000
Hulett	107,194
New Guelderland	4,567
Doornkop	9,475
Gledhow	20,491
Melville	6,073
Chaka's Kraal	13,581
Tongaat	47,742
Central Factory	12,872
Natal Estates	52,568
Prospecton	2,857
Illovo	19,035
Crookes	15,305
Reynolds	51,704
Umzimkulu	6,774
	413,238

3. Meulenaar se bydraes ingevolge artikel 2 hiervan moet aan die Plantersvereniging betaal word op 31 Maart van elke jaar.

4. Die bydraes soos voormeld word beskou as verskuldigde bedrae betaalbaar deur die meulenaars aan genoemde Vereniging en is op aksie van laasgenoemde invorderbaar.

5. Die Plantersvereniging ontvang voornoemde bydraes en stort dit in 'n spesiale bankrekening bekend as die Prys-herstellingsfondstrekening.

6. Die bydraes ontvang kragtens artikel 2 hiervan moet deur genoemde Vereniging uitgedeel as volg word:—

(1) Die maksimum-uitvoerkwota van 'n seksie word bepaal uit die verskil tussen die tonnemaat verteenwoordig deur die Nywerheid se totale basiese suikerkwota en die tonnemaat benodig vir binnelandse verbruik elke jaar.

(2) Vir sover dit hierdie Fonds betref, word daar 'n standaard-uitvoerkwota vasgestel op grond van die verskil tussen 490,288 ton en die tonnemaat benodig vir binnelandse verbruik elke jaar.

(3) Betalings aan planters word bereken deur middel van die formule in artikel 4 (a) van Bylae „D” van hierdie Ooreenkoms; dit wil sê, die skaal per ton betaalbaar aan elke planter moet as volg wees:—

$$\frac{15,000 - Y}{7,500} \times \text{'n geldfaktor}$$

waar Y gelykstaan aan die tonnemaat riet gelewer, met uitsluiting van riet gelewer kragtens artikel 21 van die Ooreenkoms.

(4) Die geldfaktor varieer vir elke groep in verhouding tot die uitvoerkwota van elke groep en word ingestel ooreenkomstig die volgende skaal:—

Die maksimum-uitvoerkwota ontvang die maksimum-geldfaktor.

Die standaard-uitvoerkwota ontvang 0d.

Die tussenkommende uitvoerkwota ontvang na verhouding tussen hierdie twee hoeveelhede.

Die maksimum-geldfaktor word as volg bepaal:—

Die verskil tussen die prys betaalbaar vir 13.5 persent-riet veroorsaak deur die vermeerdering van die Nywerheid se totale basiese suikerkwota elke jaar bo en behalwe 490,288 ton, insluitende suiker geproduseer uit voorwaardelike kwotas, moet eerstens gevind word.

Die maksimum-geldfaktor is—

$$\frac{\text{Die verskil in die prys soos voormeld}}{7,500}$$

$$\times \frac{15,000 - 1,000}{7,500}$$

Byvoorbeeld:

Indien die maksimum-uitvoerkwota 34 persent is, en die standaard-uitvoerkwota 21 persent en as die verlies in prys 8.23d. is—

dan is die geldfaktor vir elke uitvoerkwota tussen 34 persent en 21 persent as volg:—

Persent.	Pennies.
34	4.412
33	4.07262
32	3.73323
31	3.39385
30	3.05446
29	2.71508
28	2.37570
27	2.03631
26	1.69693
25	1.35754
24	1.01816
23	0.67877
22	0.33939
21	0.00000

(5) Indien die totale bedrag betaalbaar aan planters, bereken soos voormeld, groter is as die bedrag van die Fonds, dan word die bedrag verskuldig aan elkeen na verhouding verminder. Die skaal van betaling moet in geen geval meer wees as 'n bedrag gelykstaande aan die verskil tussen die skaal van betaling wat 'n planter wat 1,000 ton riet produseer, sou ontvang het indien die standaard-uitvoerkwota gebruik was vir die berekening van die prys aan hom verskuldig kragtens die Marginale Formula en die prys aan hom betaal in enige jaar nie.

7. Die betaling aan planters volgens voorgaande artikel moet deur gemelde Vereniging op 30 April elke jaar gedoen word.

8. Die administrasiekoste van die Fonds word deur die Fonds self gedra.

9. Elke oorskot in die Fonds word oorgedra na die volgende jaar, en by beëindiging van hierdie Ooreenkoms moet elke resterende bedrag oorbetal word aan die Natalse Suiker-meulenaarsvereniging.

BYLAE „F”.—FONDS VIR NIE-BLANKES.

1. Ondervermelde meule moet elke maalseisoen een en 'n halfpennie (1½d.) per ton riet gelewer deur nie-blankes en gemaal deur genoemde meule hydra tot hierdie Fonds, en so ook 12s. per ton suiker deur hulle vervaardig uit riet gelewer

3. Payment of millers' contributions required under clause 2 hereof shall be made to the Growers' Association on the 31st March in each year.

4. The contributions as aforesaid shall be deemed to be debts due by Millers to the said Association, and shall be recoverable at the suit of the said Association.

5. The Growers' Association shall receive the contributions as aforesaid and shall bank the same in a special banking account to be designated "Price Restoration Fund Account."

6. The contributions received under clause 2 hereof shall be distributed by the said Association in manner following:—

(1) The maximum export quota of any section shall be ascertained upon the difference between the number of tons represented by the Industry's total basic sugar quota and the number of tons required for domestic consumption in each year.

(2) A standard export quota for the purpose of this Fund shall be determined upon the difference between 490,288 tons and the number of tons required for domestic consumption in each year.

(3) Payments to growers shall be calculated by the use of the formula in clause 4 (a) of Schedule "D" of this Agreement; that is to say that the rate per ton payable to each grower shall be:—

$$\frac{15,000 - Y}{7,500} \times \text{a money factor}$$

where Y represents the tons of cane supplied, excluding cane supplied under clause 21 of the Agreement.

(4) The money factor shall vary in each group proportionately to the export quota of each group and shall be in accordance with the following scale:—

Maximum Export quota receives Maximum money factor.

Standard Export quota receives 0d.

Intervening Export quota receives proportionately between these two amounts.

The maximum money factor shall be determined as follows:—

The difference in the price payable for 13.5 per cent. cane caused by the increase in the Industry's total basic sugar quota over 490,288 tons in each year, including sugar produced from contingency quotas, shall first be ascertained.

The maximum money factor shall be:—

The difference in price so ascertained

$$\times \frac{7,500}{15,000 - 1,000}$$

For example:

If the maximum export quota is 34 per cent and the standard export quota is 21 per cent. and if the loss in price is 8.23d.—

then the money factor for each export quota between 34 per cent. and 21 per cent. shall be:—

Per Cent.	Pence.
34	4.412
33	4.07262
32	3.73323
31	3.39385
30	3.05446
29	2.71508
28	2.37570
27	2.03631
26	1.69693
25	1.35754
24	1.01816
23	0.67877
22	0.33939
21	0.00000

(5) If the total amount payable to growers calculated as aforesaid is greater than the amount of the Fund, then the amount due to each shall be reduced proportionately. The rate of payment shall in no case exceed an amount equal to the difference between the rate of payment a grower producing 1,000 tons of cane would have received if the standard export quota had been used for the purpose of calculating the price due to him under the Marginal Formula and the price paid to him in any year.

7. The payment to be made to European growers under the preceding clause shall be made by the said Association on the 30th April in each year.

8. The expenses of administering the Fund shall be borne by the Fund.

9. Any surplus in the Fund shall be carried forward to the next year, and on the termination of this Agreement any balance remaining shall be paid over to the Natal Sugar Millers' Association.

SCHEDULE "F".—NON-EUROPEAN FUND.

1. The undermentioned mills shall contribute to this Fund in each milling season one penny half-penny (1½d.) per ton on non-European cane milled by them respectively, and twelve shillings (12s.) per ton on sugar manufactured by them respectively, from cane supplied by non-European

deur nie-blanke planters, in die mate wat hierdie suiker meer is as die tonnemate suiker teenoor hulle name:—

Meulenaars.	Tonne suiker.
Hulett's	2,806
New Guelderland	4,733
Doornkop	525
Gledhow	1,809
Melville	3,927
Chaka's Kraal	3,119
Tongaat	10,258
Central Factory	5,016
Natal Estates	3,432
Prospecton	643
Illovo	965
Crookes	395
Reynolds	2,496
Umzimkulu	726
Glendale	2,200
	<u>43,050</u>

2. Die bedrag soos voormeld wat elke jaar bygedra word, moet vir die voordeel van nie-blanke planters aan enige persoon of liggaam deur die Minister aangewys betaal word. Die Fonds word onder toesig van die Adviserende Raad vir Nie-blanke Planters geadministreer.

3. Alle riet waarvan suiker vervaardig word vir afset deur middel van die „B“-versameling kragtens artikel 21 van die Ooreenkoms, en ook die suiker, moet van hierdie Bylae uitgesluit word.

growers, in excess of the tons of sugar set opposite their respective names:—

Millers.	Tons of Sugar.
Hulett's	2,806
New Guelderland	4,733
Doornkop	525
Gledhow	1,809
Melville	3,927
Chaka's Kraal	3,119
Tongaat	10,258
Central Factory	5,016
Natal Estates	3,432
Prospecton	643
Illovo	965
Crookes	395
Reynolds	2,496
Umzimkulu	726
Glendale	2,200
	<u>43,050</u>

2. The amount as above set out contributed each season shall be paid for the benefit of non-European growers to any person or organisation directed by the Minister. Such Fund shall be administered under the direction of the Advisory Board for non-European Growers.

3. All cane from which is manufactured sugar for disposal in „B“ Pool under clause 21 of the Agreement, and such sugar, shall be excluded from this Schedule.

BYLAE „G“.

2DE-GRAAD-SUIKER-FORMULE VIR UMFOLOZI EN DOORNKOP.

Produksie van suiker vir die binnelandse witsuikermark in 'n jaar staan gelyk aan:—

$$\frac{210}{225} \times \left(\text{Meul se suikerkwota vir binnelandse verkoop kragtens die Ooreenkoms van 1936} \right) + \frac{\text{Unie-verbruik van witsuiker daardie jaar} - 210,000 \text{ ton}}{\text{Unie-verbruik van alle suiker daardie jaar} - 225,000 \text{ ton}} \times \left(\text{Meul se suikerkwota vir binnelandse verkoop daardie jaar} \right) - \left(\text{Meul se suikerkwota vir binnelandse verkoop kragtens die Ooreenkoms van 1936} \right)$$

Met dien verstande dat daar in geen van die betrokke Maatskappy vereis sal word dat hy minder suiker vir die binnelandse witsuikermark produseer nie as—

$$\frac{210}{225} \times \text{Meul se suikerkwota vir binnelandse verkoop kragtens die Ooreenkoms van 1936.}$$

Vir sover voorgaande formule betref, beteken—

- „Meul se suikerkwota vir binnelandse verkoop kragtens die Ooreenkoms van 1936“, 15,600 ton in die geval van Umfolozi en 7,000 ton in die geval van Doornkop;
- „Meul se suikerkwota vir binnelandse verkoop daardie jaar“, die meul se totale produksie vir die binnelandse mark kragtens die bepaling van hierdie Ooreenkoms;
- „Unie-verbruik van witsuiker daardie jaar“, alle meulenaars se verkoop van suiker vir die binnelandse witsuikermark (insluitende suiker verkoop vir plaaslike raffinering en alle witsuiker verkoop vir direkte verbruik);
- „Unie-verbruik van alle suiker daardie jaar“, die totaal van alle meulenaars se produksie van suiker vir die binnelandse mark kragtens die bepaling van hierdie Ooreenkoms.

Voorgaande formule gee die produksie aan van suiker vir die binnelandse witsuikermark, wat afgetrek moet word van die meul se totale produksie vir die binnelandse mark om sy 2de-grad-verpligting vas te stel.

SCHEDULE „G“.

2 GRADE SUGAR FORMULA FOR UMFOLOZI AND DOORNKOP.

Production of sugar for the local white sugar market in any one year shall be:—

$$\frac{210}{225} \times \left(\text{Mill's Quota of sugar for local sale under 1936 Agreement} \right) + \frac{\text{Union consumption white sugar that year} - 210,000 \text{ tons}}{\text{Union consumption all sugar that year} - 225,000 \text{ tons}} \times \left(\text{Mill's Quota of sugar for local sale that year} \right) - \left(\text{Mill's Quota of sugar for local sale under 1936 Agreement} \right)$$

Provided that in no year will the Company concerned be required to produce less sugar for the local white sugar market than—

$$\frac{210}{225} \times \text{Mill's Quota of sugar for local sale under 1936 Agreement.}$$

For the purposes of the foregoing formula—

- “Mill's Quota of sugar for local sale under the 1936 Agreement” shall mean 15,600 tons for Umfolozi and 7,000 tons for Doornkop;
- “Mill's Quota of sugar for local sale that year” shall mean the mill's total production for the local market under the provisions of this Agreement;
- “Union Consumption White Sugar that year” shall mean all millers' sales of sugar for the local white sugar market (including sugar sold for local refining and white sugars sold for direct consumption);
- “Union Consumption all Sugar that year” shall mean the total of all millers' production of sugar for the local market under the provisions of this Agreement.

The foregoing formula gives the production of sugar for the local white sugar market, which shall be deducted from the mill's total production for the local market in order to give its 2 Grade obligation.