

Republic of South Africa



Republiek van Suid-Afrika

Government Gazette

Buitengewone

Staatskoerant

(Registered at the Post Office as a Newspaper) (As 'n Nuusblad by die Poskantoor Geregistreer)

(REGULATION GAZETTE No. 728)

Price 10c Prys
Overseas 15c Oorsee
POST FREE — POSVRY

(REGULASIEKOERANT No. 728)

VOL. 22.]

PRETORIA, 18 NOVEMBER 1966.

[No. 1595.]

PROCLAMATION

BY THE STATE PRESIDENT OF THE REPUBLIC OF
SOUTH AFRICA.

No. R. 324, 1966.]

COMMENCEMENT OF THE UNEMPLOYMENT INSURANCE ACT, 1966 (ACT No. 30 OF 1966).

Under the powers vested in me by section 66 of the Unemployment Insurance Act, 1966, I hereby declare that the above-mentioned Act shall come into operation on the first day of January, 1967.

Given under my Hand and the Seal of the Republic of South Africa at Pretoria on this Eighth day of November, One thousand Nine hundred and Sixty-six.

C. R. SWART,
State President.

By Command of the State President-in-Council.

M. VILJOEN.

GOVERNMENT NOTICES.

DEPARTMENT OF POLICE.

No. R. 1848.] [18 November 1966.

AMENDMENT TO THE REGULATIONS FOR THE SOUTH AFRICAN POLICE.

The State President has been pleased, under the powers vested in him by section 33 of the Police Act, 1958 (Act No. 7 of 1958), to approve the following amendments to the Regulations for the South African Police promulgated under Government Notice No. R. 203 in *Government Gazette Extraordinary* No. 719 (Regulation Gazette No. 299) of the 14th February, 1964:—

1. Regulation 8 is deleted and the following substituted therefor:—

“8. (1) The ranks in the Force, in order of precedence, are as follows:—

(a) *Whites—Commissioned Officers.*

The Commissioner of the South African Police:
Lieutenant-general.

Chief Deputy-Commissioner: Major-general.

Deputy-Commissioner: Brigadier.

PROKLAMASIE

VAN DIE STAATSPRESIDENT VAN DIE REPUBLIEK
VAN SUID-AFRIKA.

No. R. 324, 1966.]

INWERKINGTREDING VAN DIE WERKLOOSHEID-
VERSEKERINGSWET, 1966 (WET No. 30 VAN 1966).

Kragtens die bevoegdheid my verleen by artikel 66 van die Werkloosheidsversekeringswet, 1966, verklaar ek hierby dat bovermelde Wet op die eerste dag van Januarie 1967 in werking tree.

Gegee onder my Hand en die seël van die Republiek van Suid-Afrika te Pretoria, op hierdie Agste dag van November Eenduisend Negehonderd Ses-en-sestig.

C. R. SWART,
Staatspresident.

Op las van die Staatspresident-in-rade.

M. VILJOEN.

GOEWERMENSKENNISGEWINGS.

DEPARTEMENT VAN POLISIE.

No. R. 1848.] [18 November 1966.

WYSIGING VAN DIE REGULASIES VIR DIE
SUID-AFRIKAANSE POLISIE.

Dit het die Staatspresident behaag om, kragtens artikel 33 van die Polisiewet, 1958 (Wet No. 7 van 1958), sy goedkeuring te heg aan onderstaande wysigings van die Regulasies vir die Suid-Afrikaanse Polisie wat by Goewermenskennisgewing No. R. 203 in *Buitengewone Staatskoerant* No. 719 (Regulasiekoerant No. 299) van 14 Februarie 1964 afgekondig is:—

1. Regulasie 8 word geskrap en deur onderstaande nuwe regulasie vervang:—

„8. (1) Die range in die Mag. in volgorde van voorrang, is soos volg:—

(a) *Blankes—offisiere.*

Die Kommissaris van die Suid-Afrikaanse
Polisie: Luitenant-generaal.

Hoofadjunk-kommissaris: Generaal-majoor.

(b) Whites—not Commissioned Officers.

Warrant Officer.

Sergeant.

Constable.

(c) Non-Whites.

Special Grade Chief Sergeant.

Chief Sergeant.

Senior Sergeant.

Sergeant.

Constable.

Constable-labourer.

(2) Notwithstanding the provisions of subregulation (1) but regard being had to the provisions of—

(a) section 3 (1) of the Act, the rank of General may be conferred on the Commissioner, the rank of Lieutenant-general on a Chief Deputy-Commissioner and the rank of Major-general on a Deputy-Commissioner;

(b) section 1 of the Act and regulation 1 a distinctive designation may be prescribed in respect of a member who is entrusted with any particular prescribed function or who exercises command over a police district, station area, branch, unit, group, office, bureau, depot, workshop or any other institution or establishment in the Force of whatever nature, which has been or may be established by virtue of the provisions of the Act or these regulations.

(3) In relation to a post on the establishment of the Department in respect of which no rank referred to in subregulation (1) or (2) (a) has been assigned, any rank referred to in the said subregulation (1) may, subject to the provisions of sections 3 (1) and 4 (1) of the Act, be conferred on the incumbent of such post; provided that, unless authorised in terms of section 34 *ter* (1) of the Act, the conferment of a rank under this subregulation shall not entitle the person concerned to any other salary than that which has been authorised for such post under section 34 *ter* (1) of the Act.

(4) If he deems it expedient the Commissioner may—

(a) appoint any constable whether White or non-White, as a Lance-Sergeant, and as long as such appointment is in force such constable shall have the powers and authority of a Sergeant;

(b) confer on a White Special Constable the temporary rank of Warrant Officer, Sergeant or Lance-Sergeant and on a non-White Special Constable the temporary rank of Special Grade Chief Sergeant, Chief Sergeant, Senior Sergeant, Sergeant or Lance-Sergeant and whilst holding such temporary rank he shall exercise the powers and authority applicable to such rank.

(5) A commander shall, irrespective of seniority in service or rank, be deemed to be the superior of all members over whom he exercise authority, command, control or supervision, whether permanently or temporarily.

(6) The form of address in respect of members in the various ranks may be prescribed."

2. Regulation 16 is amended by—

(a) the substitution of the words "Special Grade chief sergeant," for the words "chief sergeant" in subregulation (3);

(b) the substitution of the words "senior sergeant, chief sergeant and special grade chief sergeant,"

(b) Blankes—nie offisiere nie.

Adjutant-offisier.

Sersant.

Konstabel.

(c) Nie-Blankes.

Spesiale Graad Hoofsersant.

Hoofsersant.

Senior Sersant.

Sersant.

Konstabel.

Konstabel-arbeider.

(2) Ongeag die bepalings van subregulasie (1) maar met inagneming van die bepalings van—

(a) artikel 3 (1) van die Wet kan die rang Generaal aan die Kommissaris, die rang Luitenant-generaal aan 'n Hoofadjunk-kommissaris en die rang Generaal-majoor aan 'n Adjunk-kommissaris toegeken word;

(b) artikel 1 van die Wet en regulasie 1 kan 'n onderskeidende amptitel voorgeskryf word ten opsigte van 'n lid aan wie 'n bepaalde voorgeskrewe werksaamheid toevertrou word of wat bevel voer oor 'n polisie-district, stasiewyk, tak, eenheid, groep, kantoor, buro, depot, werkwinkel of enige ander inrigting of instelling in die Mag, van watter aard ook al, wat uit hoofde van die bepalings van die Wet of van hierdie regulasies ingestel is of mag word.

(3) Aan die bekleër van 'n pos op die diensstaat van die departement ten opsigte waarvan nie 'n rang gemeld in subregulasie (1) of (2) (a) toegewys is nie, kan behoudens die bepalings van artikels 3 (1) en 4 (1) van die Wet 'n rang soos gemeld in bedoelde subregulasie (1) toegeken word; met dien verstande dat toekenning van 'n rang ooreenkomstig hierdie subregulasie nie die betrokke persoon geregtig maak op 'n ander salaris as dié wat uitdruklik ingevolge artikel 34 *ter* (1) van die Wet vir sodanige pos gemagtig is nie.

(4) Indien hy dit dienstig ag, kan die Kommissaris—

(a) 'n konstabel, hetsy Blank of nie-Blank, as ondersersant aanstel, en solank sodanige aanstelling van krag is, besit so 'n konstabel die bevoegdheid en gesag van 'n sersant;

(b) die tydelike rang van adjudant-offisier, sersant of ondersersant aan 'n Blanke spesiale konstabel, en die tydelike rang van spesiale graad hoofsersant, hoofsersant, senior sersant, sersant of ondersersant aan 'n nie-Blanke spesiale konstabel toeken, en terwyl sodanige persoon sodanige rang beklee, besit hy die bevoegdheid en gesag wat op sodanige rang van toepassing is.

(5) Ongeag senioriteit in diens of rang word 'n bevelvoerder geag die meerdere te wees van alle lede oor wie hy, hetsy permanent of tydelik, gesag of bevel voer of beheer of toesig uitoefen.

(6) Die aanspreekvorm ten opsigte van lede in die verskillende range kan voorgeskryf word."

2. Regulasie 16 word as volg gewysig:—

(a) Die woord „hoofsersant” in subregulasie (3) word deur die woorde „spesiale graad hoofsersant” vervang.

(b) Die woorde „senior sersant en hoofsersant” in subregulasie (5) word vervang deur die woorde „senior sersant, hoofsersant en spesiale graad

4. Schedule C is amended by—

(a) the insertion of the following immediately below the heading "Whites":—

"General: Crossed sword and baton below three castles."

(b) the insertion of the following immediately below the heading "non-Whites":—

"Special Grade Chief Sergeant: A castle mounted within a semi-circular laurel wreath."

4. Bylae C word as volg gewysig:—

(a) Die volgende word onmiddellik onder die opskrif „Blankes” ingevoeg:—

„Generaal: 'n Gekruisde sabel en staf onder drie kastele”.

(b) Die volgende word onmiddellik onder die opskrif „Nie-Blankes” ingevoeg:—

„Spesiale graad hoofersant: 'n Kasteel binne 'n halfronde lourierkrans.”

DEPARTMENT OF CUSTOMS AND EXCISE.

No. R. 1861.] [18 November 1966.

CUSTOMS AND EXCISE ACT, 1964.—AMENDMENT OF SCHEDULE No. 6 (No. 6/9).

I, THEOPHILUS EBENHAEZER DÖNGES, Minister of Finance, acting in terms of the powers vested in me by section 75 of the Customs and Excise Act, 1964, hereby amend Schedule No. 6 to the said Act to the extent set out in the Schedule hereto.

T. E. DÖNGES,
Minister of Finance.

DEPARTEMENT VAN DOEANE EN AKSYNS.

No. R. 1861.] [18 November 1966.

DOEANE-EN-AKSYNSWET, 1964.—WYSIGING VAN BYLAE No. 6 (No. 6/9).

Ek, THEOPHILUS EBENHAEZER DÖNGES, Minister van Finansies, handelende kragtens die bevoegdheid my verleen by artikel 75 van die Doeane-en-Aksynswet, 1964, wysig hierby Bylae No. 6 van genoemde Wet in die mate in die Bylae hiervan aangetoon.

T. E. DÖNGES,
Minister van Finansies.

SCHEDULE.

I Item	II Tariff Item and Description	III Extent of Rebate	IV Extent of Refund
609.22	By the substitution for subitem .10 of the following: “.10 Excisable goods of any class or kind approved by the Secretary in each case, where all goods of that class or kind are withdrawn from marketing and returned to a customs and excise manufacturing warehouse with his permission, provided such goods are suitable for reprocessing and are taken into stocks of materials for reprocessing		Full duty

BYLAE.

I Item	II Tatiefitem en Beskrywing	III Mate van Korting	IV Mate van Terugbetaling
609.22	Deur subitem .10 deur die volgende te vervang: “.10 Synsbare goedere van enige klas of soort in elke geval deur die Sekretaris goedgekeur, waar alle goedere van daardie klas of soort met sy toestemming aan bemarking onttrek en na 'n doeane-en-aksynsvervaardigingspakhuis teruggestuur word, mits sodanige goedere geskik is vir herbewerking en in voorrade van materiale vir herbewerking opgeneem word		Volle reg

DEPARTMENT OF RAILWAYS, HARBOURS AND AIRWAYS.

No. R. 1839.] [18 November 1966.

DEPARTMENT OF THE SOUTH AFRICAN RAILWAYS AND HARBOURS.—AMENDMENT OF THE TENDER BOARD REGULATIONS AND INSTRUCTIONS.

The Minister of Transport has, in terms of section 3 (2) and (2) bis of Act No. 73 of 1962, approved of the amendment of the South African Railways and Harbours Tender Board Regulations and Instructions by the substitution, in the second line of regulation No. 4 (g), for the words "Social Welfare" of the word "Labour".

DEPARTEMENT VAN SPOORWEE, HAWENS EN LUGDIENS.

No. R. 1839.] [18 November 1966.

DEPARTEMENT VAN DIE SUID-AFRIKAANSE SPOORWEE EN HAWENS.—WYSIGING IN DIE TENDERRAADREGULASIES EN -INSTRUKSIES.

Die Minister van Vervoer het ingevolge artikel 3 (2) en (2) bis van Wet No. 73 van 1962 goedkeuring verleen dat die Tenderraadregulasies en -instruksies van die Suid-Afrikaanse Spoorweë en Hawens gewysig word deur in die tweede reël van regulasie No. 4 (g), die woord „Volkswel-syn" deur die woord „Arbeid" te vervang.

relating to the export of fowl eggs from the Republic, as published by Government Notice No. R. 507 of the 30th March, 1962, as amended, as set out in the Schedule hereto.

SCHEDULE.

The Schedule to Government Notice No. R. 507 of the 30th March, 1962, as amended, is hereby further amended by the substitution for subregulation (1) of regulation 14 of the following subregulation:—

“(1) An inspection fee of two cents (2c) per container of thirty (30) dozen, or one rand (R1) per sample of egg pulp, shall be paid to the Department of Agricultural Economics and Marketing by the exporter of eggs or egg pulp, when such eggs or egg pulp are submitted for inspection.”.

No. R. 1855.] [18 November 1966.

DECIDUOUS FRUIT SCHEME.

REGISTERED DISTRIBUTORS' BUYING AND SELLING PRICES FOR DECIDUOUS FRUIT.

In terms of section 29 (1) of the Marketing Act, 1937 (No. 26 of 1937), I, DIRK CORNELIS HERMANUS UYS, Minister of Agricultural Economics and Marketing, hereby make known that the Deciduous Fruit Board, referred to in section 3 of the Deciduous Fruit Scheme, published under Proclamation No. R. 288 of 1962, as amended, has, in terms of section 25 of that scheme, and with my approval, imposed the prohibition specified in the Schedule hereto in connection with the acquisition of deciduous fruit by registered distributors.

And, I do hereby further make known that the said prohibition shall become operative on the date of publication hereof.

Government Notice No. 1515 of 2nd October, 1964, is hereby repealed.

D. C. H. UYS,
Minister of Agricultural Economics
and Marketing.

SCHEDULE.

No person dealing in the course of trade with deciduous fruit, who has been registered with the Board in terms of section 24 of the Scheme, shall acquire from producers of deciduous fruit grapes of the varieties specified in the Annexure hereto, freestone peaches (either white or yellow fleshed), any variety of nectarines, pears, plums or prunes, produced in the controlled area, at a price below the price specified in the table herunder for the respective kind, grade or pack of such fruit.

TABLE OF BUYING PRICES.

Kind of Fruit.	Type of Pack.	Prices Payable to Producers per Container.
		R
Grapes.....	10-lb. export quality, in export pack.....	1.00
	10-lb. tray, Cape Grade, solid pack.....	0.50
	10-lb. box, Cape Grade, wrapped and woodwool lined.....	0.68
	18-lb. box, Cape Grade, solid pack....	0.90
Peaches.....	Tray.....	0.50
	Tray.....	0.60

fende die uitvoer van hoendereiers uit die Republiek, soos afgekondig by Goewermentskennisgewing No. R. 507 van 30 Maart 1962, soos gewysig, verder gewysig soos in die Bylae hiervan uiteengesit.

BYLAE.

Die Bylae van Goewermentskennisgewing No. R. 507 van 30 Maart 1962, soos gewysig, word hierby verder gewysig deur subregulasie (1) van regulasie 14 deur die volgende subregulasie te vervang:—

“(1) 'n Inspeksiegeld van twee sent (2c) per houer van dertig (30) dosyn, of een rand (R1) per monster eierpap, moet aan die Departement van Landbou-ekonomie en -bemarking deur die uitvoerder van eiers of eierpap, wanneer sodanige eiers of eierpap vir inspeksie aangebied word, betaal word.”.

No. R. 1855.] [18 November 1966.

SAGTEVRUGTESKEMA.

GEREGISTREERDE DISTRIBUEERDERS SE KOOP-PRYSE VIR SAGTEVRUGTE.

Ingevolge artikel 29 (1) van die Bemarkingswet, 1937 (No. 26 van 1937), maak ek DIRK CORNELIS HERMANUS UYS, Minister van Landbou-ekonomie en -bemarking, hierby bekend dat die Sagtevrugteraad genoem in artikel 3 van die Sagtevrugteskema afgekondig by Proklamasie No. R. 288 van 1962, soos gewysig, kragtens artikel 25 van daardie Skema en met my goedkeuring, die verbod in die Bylae hiervan uiteengesit, opgelê het in verband met die verkryging van sagtevrugte deur geregistreerde distribueerders.

En voorts maak ek hierby bekend dat genoemde verbod op die datum van publikasie hiervan in werking tree.

Goewermentskennisgewing No. 1515 van 2 Oktober 1964 word hierby herroep.

D. C. H. UYS,
Minister van Landbou-ekonomie
en -bemarking.

BYLAE.

1. Niemand wat as 'n besigheid met sagtevrugte handel, wat ingevolge artikel 24 van die Skema by die Raad geregistreer is, mag druiwe van die variëteite in die Aanhangel hiervan genoem, lospitperskes (beide wit en geel vleis), enige variëteit kaal perskes, pere, pruime of pruime-dante, wat in die beheerde gebied geproduseer is, teen laer pryse as dié gespesifiseer in die tabel hieronder vir die onderskeie soort, graad of verpakking, van produsente van sagtevrugte verkry nie.

TABEL VAN KOOPPRYSE.

Soort vrugte.	Soort verpakking.	Pryse aan produsente betaalbaar per houer.
		R
Druive.....	10-lb. uitvoergehalte, in uitvoerverpakking	1.00
	10-lb.-platkissie, Kaapse Graad, stewig verpak.....	0.50
	10-lb.-kissie, Kaapse Graad, toegedraai en met houtwol uitgevoer.....	0.68
	18-lb.-kissie, Kaapse Graad, stewig verpak.....	0.90
Perskes.....	Platkissie.....	0.50
Kaalperskes.	Platkissie.....	0.60
	Platkissie.....	0.47

2. The prices specified in clause 1 are free on rail, producers' nearest railway loading station or siding or road motor service halt.

3. Every expression to which a meaning has been assigned in the Marketing Act, 1937 (No. 26 of 1937), has the same meaning when used in this prohibition; further, unless inconsistent with the context—

"Board", means the Deciduous Fruit Board referred to in section 3 of the Scheme;

"controlled area", means the Districts of Bellville, Caledon, Ceres, George, Humansdorp, Knysna, Malmesbury, Montagu, Paarl, Piketberg, Robertson, Somerset West, Stellenbosch, Swellendam, Tulbagh, Uniondale, Wellington, Worcester and Wynberg;

"producer", has the meaning assigned thereto in sections 2 and 27 of the Scheme;

"Scheme" means the Deciduous Fruit Scheme promulgated under Proclamation No. R. 288 of 1962, as amended.

ANNEXURE.

GRAPE VARIETIES.

Almeria.	Hermitage.
Alphonse Lavallee.	Hunisa.
Bailey.	Malaga.
Barbarossa.	Molinera Gorda.
Barlinka.	Muscat Hambro.
Black Prince.	New Cross.
Canon Hall.	Olivette.
Flaming Tokay.	Prune de Cazoul.
French.	Queen of the Vineyard.
Golden Hill.	Raisin Blanc.
Gros Colmar.	Red Emperor.
Gros Maroc.	Salba.
Gros Noir.	Waltham Cross.
Hanepoot Red.	White Cross.
Hanepoot White.	White Prince.
Henab Turki.	White Spanish.

No. R. 1856.] [18 November 1966.

DECIDUOUS FRUIT SCHEME.

REGULATIONS RELATING TO THE PACKING, GRADING AND MARKING OF DECIDUOUS FRUIT INTENDED FOR SALE IN THE REPUBLIC THROUGH OR UNDER THE CONTROL OF THE DECIDUOUS FRUIT BOARD.—AMENDMENT.

The State President has, under the powers vested in him by section 43 of the Marketing Act, 1937 (Act No. 26 of 1937), amended the regulations relating to the packing, grading and marking of deciduous fruit intended for sale in the Republic through or under the control of the Deciduous Fruit Board, published by Government Notice No. R. 1834 of the 13th November, 1964, as set out in the Schedule hereto.

SCHEDULE.

The regulations published in the Schedule to Government Notice No. R. 1834 of the 13th November, 1964, are

2. Die pryse in klousule 1 genoem, is vry op spoor, produsente se naaste spoorweglaaistatie of spoorwegslyn of padmotordienshalte.

3. Elke uitdrukking waaraan 'n betekenis geheg is in die Bemarkingswet, 1937 (No. 26 van 1937), het dieselfde betekenis wanneer dit in hierdie verbod gebesig word; voorts, tensy uit die samehang anders blyk, beteken—

„Raad”, die Sagtevrugteraad genoem in artikel 3 van die Skema;

„beheerde gebied”, die distrikte van Bellville, Caledon, Ceres, George, Humansdorp, Knysna, Malmesbury, Montagu, Paarl, Piketberg, Robertson, Somerset-Wes, Stellenbosch, Swellendam, Tulbagh, Uniondale, Wellington, Worcester en Wynberg;

„produsent”, dieselfde as in artikels 2 en 27 van die Skema;

„Skema”, die Sagtevrugteskema afgekondig by Proklamasie No. R. 288 van 1962, soos gewysig.

AANHANGSEL.

DRUIWE VARIËTEITE.

Almeria.	Hermitage.
Alphonse Lavallee.	Hunisa.
Bailey.	Malaga.
Barbarossa.	Molinera Gorda.
Barlinka.	Muscat Hambro.
Black Prince.	New Cross.
Canon Hall.	Olivette.
Flaming Tokay.	Prune de Cazoul.
French.	Queen of the Vineyard.
Golden Hill.	Raisin Blanc.
Gros Colmar.	Red Emperor.
Gros Maroc.	Salba.
Gros Noir.	Waltham Cross.
Hanepoot Rooi.	White Cross.
Hanepoot Wit.	White Prince.
Henab Turki.	White Spanish.

No. R. 1856.] [18 November 1966.

SAGTEVRUGTESKEMA.

REGULASIES MET BETREKKING TOT DIE VERPAKKING, GRADERING EN MERK VAN SAGTEVRUGTE BESTEM VIR VERKOOP IN DIE REPUBLIEK DEUR BEMIDDELING VAN OF ONDER DIE BEHEER VAN DIE SAGTEVRUGTERAAD.—WYSIGING.

Die Staatspresident het, kragtens die bevoegdheid hom verleen by artikel 43 van die Bemarkingswet, 1937 (No. 26 van 1937), die regulasies met betrekking tot die verpakking, gradering en merk van sagtevrugte bestem vir verkoop in die Republiek deur bemiddeling van of onder die beheer van die Sagtevrugteraad, afgekondig by Goewermenskennisgewing No. R. 1834 van 13 November 1964, gewysig soos in die Bylae hierby uiteengesit.

BYLAE.

Die regulasies afgekondig in die Bylae van Goewermenskennisgewing No. R. 1834 van 13 November 1964

3. Regulation 4 is hereby amended by—

(a) the substitution for paragraph (v) of sub-regulation (1) of the following paragraph:—

“(v) which are at least of the following diameter:—

	Inches.
Boland, Elberta, Million Dollar, Rex.....	2½
Beale, Brigg's Red May, Culemborg, Duke of York, Early Alexander, Early Dawn, Hales Haven, Inkoos, Jubilee, Mamie Ross, Mayflower, Peregrine, Rhodes and Van Riebeeck	2½
Babcock and Pucelle.....	2½
Marina.....	2
Nectarines: All varieties.....	1½
All other freestone varieties not stated.....	2½”;

(b) the substitution in sub-regulation (2) (b) for the words “Selected Grade”, “Choice Grade” and “Standard Grade” wherever it occurs, of the words “First Grade”, “Second Grade” and “Third Grade” respectively;

(c) the deletion in the said sub-regulation of the words “or Sunburnt Kelsey-grade”;

(d) the deletion at the end of the said sub-regulation of the words “Sunburnt Kelsey-grade shall consist of plums of the Kelsey variety—” and sub-paragraphs (i), (ii) and (iii) which follows it;

(e) the substitution of sub-paragraph (iv) under the heading “Standard Grade shall consist of plums—” in the said sub-regulation of the following sub-paragraph:—

“(iv) which are at least of the following diameter:—

	Inches.
Apple, Mariposa, Narrabeen and Red Ace..	1½
Beauty, Eldorado, Formosa, Gaviota, Giant Prune, Golden King, Kelsey, October Purple, President, Santa Rosa, Satsuma and Wickson	1½
Eclipse and Methley.....	1
Unspecified varieties.....	1½”;

(f) the substitution in sub-regulation (3) (b) for the words “Standard Grade” wherever it occurs, of the words “Third Grade”;

(g) the insertion in sub-regulation (4) (a) after the word “be” of the word “either” and after the words “Choice Grade” where it occurs for the first time, of the words “or Standard Grade”;

(h) the substitution for paragraph (iv) of the said sub-regulation of the following paragraph:—

“(iv) which are, according to the diameter of the fruits and the respective types of containers in which the particular varieties are packed, within the range of the following shortest and longest counts:—

	Shortest Count.	Longest Count.
Pears packed in trays:—		
All varieties.....	15	36
Pears packed in cases:—		
Beurre Hardy, December, Forelle, Jargonelle, Josephine, Louise		
Bonne and Winter Nelis.....	64	225
All varieties not stated.....	64	210”;

(i) the addition after sub-paragraph (iv) of the said sub-regulation of the following words and sub-paragraphs:—

“Standard Grade shall consist of pears—

(i) which are in a reasonably sound condition, true to variety, fully developed, ripe and reasonably well formed;

(ii) which are free from insect infestation, disease, mould, waste, dust, spray or dusting residues;

3. Regulاسie 4 word hierby gewysig deur—

(a) paragraaf (v) van subregulasie (1) deur die volgende paragraaf te vervang:—

“(v) wat minstens van die volgende deursnee is:—

	Duim.
Boland, Elberta, Million Dollar, Rex.....	2½
Beale, Brigg's Red May, Culemborg, Duke of York, Early Alexander, Early Dawn, Hales Haven, Inkoos, Jubilee, Mamie Ross, Mayflower, Peregrine, Rhodes en Van Riebeeck..	2½
Babcock en Pucelle.....	2½
Marina.....	2
Kaalperskes: Alle variëteite.....	1½
Alle ander loospitvariëteite nie vermeld nie...	2½”;

(b) in subregulasie (2) (b) die woorde „Uitsoekgraad”, „Keurgraad” en „Standaardgraad” waar dit ookal voorkom, onderskeidelik deur die woorde „Eerste-grad”, „Tweede-grad” en „Derde-grad” te vervang;

(c) in genoemde subregulasie die woorde „of songebrande Kelsey-grad” te skrap;

(d) aan die end van genoemde subregulasie die woorde Songebrande Kelsey-grad moet bestaan uit pruipe van die Kelsey-variëteit—” en subparagrafe (i), (ii) en (iii) wat daarop volg te skrap;

(e) subparagraaf (iv) onder die opskrif „Standaardgraad moet bestaan uit pruipe—” in genoemde subregulasie deur die volgende subparagraaf te vervang:—

“(iv) wat minstens van die volgende deursnee is:—

	Duim.
Apple, Mariposa, Narrabeen en Red Ace....	1½
Beauty, Eldorado, Formosa, Gaviota, Giant Prune, Golden King, Kelsey, October Purple, President, Santa Rosa, Satsuma en Wickson.....	1½
Eclipse en Methley.....	1
Ongespesifiseerde variëteite.....	1½”;

(f) in subregulasie (3) (b) die woord „Standaardgraad” waar dit ook al voorkom, deur die woord „Derde-grad” te vervang;

(g) in subregulasie (4) (a) na die woord „moet” waar dit die eerste maal voorkom, die woord „of” en na die woord „Keurgraad” waar dit die eerste maal voorkom, die woorde „of Standaardgraad” in te voeg;

(h) subparagraaf (iv) van genoemde subregulasie deur die volgende subparagraaf te vervang:—

“(iv) wat, na gelang van die deursnee daarvan en die onderskeie tipe houers waarin die bepaalde variëteite verpak is, binne die bestek van die volgende kortste en langste tellings is:—

	Kortste Telling.	Langste Telling.
Pere in platkissies verpak:—		
Alle variëteite.....	15	36
Pere in kiste verpak:—		
Beurre Hardy, December, Forelle, Jargonelle, Josephine, Louise		
Bonne en Winter Nelis.....	64	225
Alle variëteite nie vermeld nie....	64	210”;

(i) na subparagraaf (iv) van genoemde subregulasie die volgende woorde en subparagrafe by te voeg:—

„Standaardgraad moet bestaan uit pere—

(i) wat in 'n redelik gesonde toestand, variëteitseg, ten volle ontwikkel, ryp en redelik goed gevorm is;

(ii) wat sonder insekbesmetting, siekte, skimmel, bederf, stof, spuit- of stuifreste is;

(iii) wat redelik sonder besering, skilletsels,

(f) the substitution for sub-paragraph (iv) under the heading "Third Grade shall consist of pears—" in sub-regulation (4) (b) of the following sub-paragraph:—

"(iv) which are of a diameter of not less than 2 inches.":

(k) the substitution in sub-regulation (5) for the words "Choice Grade, or Standard Grade", of the words "Cape Grade"; and

(l) the substitution for paragraphs (b) and (c) of the said sub-regulation of the following paragraph:—

"(b) Cape Grade shall consist of grapes—

(i) which are fresh, in sound condition, true to variety, reasonably well coloured for the particular variety, ripe and fully developed, except that in the case of Hane-poot only bunches containing seedless berries may be packed provided they do not detract from the appearance of the bunch;

(ii) which are free from insect infestation, disease, mould, waste, dust, spray or dusting residues, blemishes or marks;

(iii) which are free from cut, split, burst, soft or wilted or watery berries;

(iv) of which the stems are fresh and green;

(v) of which the bunches are well trimmed, attractive and not noticeably straggly or overtight;

(vi) of which a bunch shall not weigh less than four ounces and not more than two pounds;

(vii) of which the size of the berry shall not be smaller than the following for each particular variety:—

	Berries per Pound.
Almeria, Gold Hill and Queen of the Vineyard.....	130
Unspecified varieties.....	120"

4. Regulation 5 is hereby amended by—

(a) the substitution in sub-regulation (1) (b) for the words "of not more than 20 pounds" of the following words:—

"within the range of the following maximum and minimum pressure readings for the respective varieties:—

Variety:—	Maximum Pressure.	Minimum Pressure.
Babcock, Culemborg, Rhodes, Van Riebeeck.....	25	5
Nectarines: All varieties.....	25	5
Unspecified varieties.....	20	5";

(b) the deletion of sub-regulations (1) (e) and (1) (f);

(c) the insertion in sub-regulation (4) (b) after the words "Raisin Blanc" of the word, "Salba".

5. Regulation 6 (2) is hereby amended by the substitution for the word "and" where it occurs for the first time, of the words "and on the suture of the fruit in the case of".

6. Regulation 8 (1) (e) (iv) is hereby amended by the insertion after the word "in" of the words "the double-layer as well as".

7. Regulation 9 is hereby amended by—

(a) the insertion after sub-regulation (2) (g) of the following paragraph:—

"(h) In addition to the manner of packing described in paragraphs (a) to (g), peaches and nectarines may also be packed as follows accord-

(f) subparagraaf (iv) onder die opskrif „Derdegraad moet bestaan uit pere—" in subregulasie (4) (b) deur die volgende subparagraaf te vervang:—

„(iv) wat van 'n deursnee van nie minder as 2 duim is nie.":

(k) in subregulasie (5) die woorde „Keurgraad, of Standaardgraad", deur die woorde „Kaapse Graad" te vervang; en (1) Paragrafe (b) en (c) van genoemde subregulasie deur die volgende paragraaf te vervang:—

„(b) Kaapse Graad moet bestaan uit druiwe—

(i) wat vars, in gesonde toestand, variëteitseg, redelik goed gekleur vir die bepaalde variëteit, ryp en ten volle ontwikkel is, behalwe dat in die geval van slegs Hane-poot, trosse wat pitlose korrels bevat, verpak mag word mits hulle nie afbreuk doen aan die voorkoms van die tros nie;

(ii) wat sonder insekbesmetting, siekte, skimmel, bederf, stof, spuit- of stuifreste, letsels of merke is;

(iii) wat sonder gesnyde, gesplete, gebarste, sagte of verwelkte of waterige korrels is;

(iv) waarvan die stingels vars en groen is;

(v) waarvan die trosse goed uitgeknipt, aantreklik en nie opvallend yl of te dig is nie;

(vi) waarvan 'n tros nie minder as vier onse en nie meer as twee pond weeg nie;

(vii) waarvan die grootte van die korrel nie kleiner as die onderstaande vir elke bepaalde variëteit is nie;

	Korrels per pond.
Almeria, Golden Hill en Queen of the Vineyard.....	130
Ongespesifiseerde variëteite.....	120"

4. Regulasie 5 word hierby gewysig deur—

(a) in subregulasie (1) (b) die woorde „nie meer as 20 lb. is nie;" deur die volgende te vervang:—

„binne die bestek van die volgende maksimum en minimum druklesings vir die onderskeie variëteite is:—

Variëteit:—	Maksimum druk.	Minimum druk.
Babcock, Culemborg, Rhodes, Van Riebeeck.....	25	5
Kaalperskes: Alle variëteite.....	25	5
Ongespesifiseerde variëteite.....	20	5";

(b) subregulasies (1) (e) en (1) (f) te skrap; en

(c) in subregulasie (4) (b) na die woorde „Raisin Blanc" die woord „Salba" in te voeg.

5. Regulasie 6 (2) word hierby gewysig deur die woord „en" waar dit die eerste maal voorkom, deur die woorde „en op die naat van die vrug in die geval van" te vervang.

6. Regulasie 8 (1) (e) (iv) word hierby gewysig deur na die woord „in", die woorde „sowel die dubbellaag- as" in te voeg.

7. Regulasie 9 word hierby gewysig deur—

(a) na subregulasie (2) (g) die volgende paragraaf by te voeg:—

„(h) Benewens die wyse van verpakking soos in paragrafe (a) tot (g) voorgeskryf, mag perskes en kaalperskes ook volgens die nes metode soos volg verpak word:—

- (iii) All trays shall be lined throughout with a layer of peach woodwool to provide protection to the fruit in contact with the top, bottom and sides of the tray and each fruit shall be packed in a nest of peach woodwool to provide adequate protection to each fruit and to ensure a tight pack.
- (iv) A plain topsheet shall be placed over the fruit before the top layer of woodwool is inserted under the lid of the tray.
- (v) Peaches and nectarines shall be packed to the following standard counts per tray:—

Minimum Diameter. (Inches).	Pack.	Rows.	Count.	Minimum Depth of Tray. (Inches).
2½	3 × 2	5	13	3½
2½	3 × 3	5	15	3½
or	3 × 2	6	—	—
2½	3 × 3	6	18	—
2½	3 × 4	6	21	3½
or	3 × 3	7	—	—
2½	3 × 4	7	24	3
2½	4 × 4	7	28	—
2½	5 × 4	7	32	—
or	4 × 4	8	—	2½
2	4 × 5	8	36	—

(b) the substitution in sub-regulation (3) (a) for the word "half-lugs" where it occurs for the first time, of the words "bulk-pack boxes";

(c) the substitution in paragraph (vii) under the heading "Single-layer Trays" in the said sub-regulation for the words "Santa Rosa and Satsuma" of the words "Santa Rosa, Satsuma and Wickson";

(d) the substitution at the end of the said sub-regulation for the heading "Half-lugs" and sub-paragraphs (i), (ii), (iii), (iv) and (v) which follows it, of the following heading and sub-paragraphs:—

"Bulk-Pack Boxes.

(i) Bulk-pack boxes shall be of a depth of 5½ inches.

(ii) Bulk-pack boxes shall contain a layer of woodwool at the bottom and shall be lined with a liner, measuring 33 inches by 17 inches and manufactured of greenkraft or unglazed, plain, white newsprint of 52 grammes per square metre.

(iii) Plums in bulk-pack boxes need not be packed in rows or layers but the boxes shall be carefully filled to prevent injury or bruising.

(iv) Plums packed in bulk-pack boxes shall be of reasonably uniform size and the diameter of the respective fruits shall not vary by more than ⅜ inch.

(v) Plums packed in bulk-pack boxes shall be Choice Grade."

(e) the substitution in sub-regulation (3) (b) for the words "Plums which are intended for processing shall be packed in lugs as prescribed in this paragraph." of the following words, heading and sub-paragraphs:—

"Plums which are intended for processing shall be packed in half-lugs or in lugs as prescribed

(iii) Alle plakkissies moet dwarsdeur uitgevoer wees met 'n laag perskehoutwol om beskerming te verleen aan die vrugte wat teen die deksel, die bodem en die kante van die plakkissie raak en elke vrug moet in 'n nes van perskehoutwol gepak word om voldoende beskerming aan elke vrug te verleen en om 'n stewige verpakking te verseker.

(iv) 'n Gewone bovel moet bo-oor die vrugte gesit word voordat die boonste laag houtwol onder die deksel van die plakkissie ingesit word.

(v) Perskes en kaalperskes moet volgens die onderstaande standaard tellings per plakkissie verpak word:—

Minimum Deursnee. Duim.	Verpakking.	Rye.	Telling.	Minimum Diepte van Plakkissie. Duim.
2½	3 × 2	5	13	3½
2½	3 × 3	5	15	3½
of	3 × 2	6	—	—
2½	3 × 3	6	18	—
2½	3 × 4	6	21	3½
of	3 × 3	7	—	—
2½	3 × 4	7	24	3
2½	4 × 4	7	28	—
2½	5 × 4	7	32	—
of	4 × 4	8	—	2½
2	4 × 5	8	36	—

(b) in subregulasie (3) (a) die woord „halfplukkiste" waar dit die eerste maal voorkom, deur die woord „Grootmaatkissies" te vervang;

(c) in subparagraaf (vii) onder die opskrif „Enkellaagkissies" in genoemde subregulasie die woorde „Santa Rosa en Satsuma" deur die woorde „Santa Rosa, Satsuma en Wickson" te vervang;

(d) aan die end van genoemde subregulasie, die opskrif „Halfplukkiste" en subparagraawe (i), (ii), (iii), (iv) en (v) wat daarop volg, deur die volgende opskrif en subparagraawe te vervang:—

„Grootmaatkissies."

(i) Grootmaatkissies moet van 'n diepte van 5½ duim wees.

(ii) Grootmaatkissies moet 'n laag houtwol op die bodem bevat en moet uitgevoer wees met 'n voering, groot 33 duim by 17 duim en vervaardig van groenkraft of mat, onbedrukte, wit, nuusdrukpapier van 52 gram per vierkante meter.

(iii) Pruime in grootmaatkissies hoef nie in rye of lae verpak te wees nie, maar die kassies moet sorgvuldig gevul word om besering en kneusing te voorkom.

(iv) Pruime wat in grootmaatkissies verpak word, moet van redelike eenvormige grootte wees en die deursnee van die onderskeie vrugte mag nie met meer as ⅜ duim verskil nie.

(v) Pruime wat in grootmaatkissies verpak word, moet Keurgraad wees."

(e) in subregulasie (3) (b) die woorde „Pruime wat bestem is vir verwerking, moet in plukkiste verpak word soos in hierdie paragraaf voorgeskryf." deur die volgende woorde, opskrif en subparagraawe te vervang:—

„Pruime wat bestem is vir verwerking, moet in halfplukkiste of in plukkiste verpak word soos

- (ii) Half-lugs shall be lined with a liner, measuring 33 inches by 17 inches and manufactured from greenkraft or unglazed, plain, white newsprint of 52 grammes per square metre, which shall be fastened on top with gum or gummed paper strips.
- (iii) Plums in half-lugs need not be packed in rows or layers, but the containers shall be carefully filled to prevent injury or bruising.
- (iv) Only clean half-lugs shall be used.
- (v) All varieties of plums except the varieties Apple, Mariposa, Narrabeen, Red Ace and Satsuma may be packed in half-lugs and shall be Third Grade.”;
- (f) the substitution for sub-paragraph (v) under the heading “Lugs” in the said sub-regulation of the following sub-paragraph:—
“(v) Only the varieties Apple, Mariposa, Narrabeen, Red Ace and Satsuma may be packed in lugs and shall be either First Grade or Second Grade or Third Grade; the fruits may also be packed ungraded in lugs, which means that the said grades may be mixed in a single container.”;
- (g) the insertion in sub-regulation (4) (a) (i) before the word “three” of the words “two or”;
- (h) the insertion in sub-regulation (4) (a) (ii) before the word “three” of the words “two or” and by the substitution for the figures “ $3\frac{1}{4}$ ” of the figures “ $2\frac{1}{2}$ ”;
- (i) the substitution in sub-regulation (4) (a) (iii) for the words “Triple-layer trays” of the words “Double-layer trays and triple-layer trays”;
- (j) the substitution in sub-regulation (4) (a) (iv) for the words “Triple-layer trays” of the words “Double-layer trays and triple-layer trays”;
- (k) the addition after sub-paragraph (iv) of sub-regulation (4) (a) of the following sub-paragraph:—
“(v) Prunes packed in double-layer trays and in triple-layer trays shall be Selected Grade.”;
- (l) the deletion in sub-regulation (4) (b) of the words “or similar lugs with inside measurements of 20 inches long, $11\frac{1}{2}$ inches wide and $9\frac{1}{4}$ inches deep, like those of the thus branded lugs,” and the substitution for the word “lugs” wherever it occurs, of the word “half-lugs”;
- (m) the substitution in sub-regulation (4) (b) (v) for the words “Standard Grade” of the words “Third Grade”;
- (n) the substitution for sub-paragraphs (iv) and (vi) under the heading “Trays” in sub-regulation (5) (a) of the following sub-paragraphs respectively:—
“(iv) Pears in trays must be wrapped in wrappers, but may also be wrapped in diphenylamine-impregnated, unprinted, light blue, machine-glazed, pure sulphite paper of 21/22 grammes per square metre: Provided that such paper shall be impregnated to a concentration which will not result in a residue exceeding 10 parts per million by weight on the fruit.”; and
“(vi) All varieties of pears except Bon Chretien may be packed in trays in a single-layer: Provided that for sales to or by registered distributors or permit holders the variety Bon Chretien may also be packed in trays.”;
- (o) the substitution for sub-paragraphs (ii), (iii) and (iv) under the heading “Cases” in the said sub-

- (ii) Halfplukkiste moet uitgevoer wees met ’n voering, groot 33 duim by 17 duim en vervaardig van groenkraft of mat, onbedrukte, wit nuusdrukpapier van 52 gram per vierkante meter, wat bo met gom of stroke gompapier vasgeheg is.
- (iii) Pruime in halfplukkiste hoef nie in rye of lae verpak te wees nie, maar die houters moet sorgvuldig gevul word om besering of kneusing te voorkom.
- (iv) Slegs skoon halfplukkiste mag gebruik word.
- (v) Alle variëteite pruime behalwe die variëteite Apple, Mariposa, Narrabeen, Red Ace en Satsuma mag in halfplukkiste verpak word en moet Derdegraad wees.”;
- (f) subparagraaf (v) onder die opskrif „Plukkiste” in genoemde subregulasie deur die volgende subparagraaf te vervang:—
“(v) Slegs die variëteite Apple, Mariposa, Narrabeen, Red Ace en Satsuma mag in plukkiste verpak word en moet of Eerstegraad of Tweedegraad of Derdegraad wees; die vrugte mag ook ongegradeer in plukkiste verpak word, dit wil sê, die vermelde grade mag gemeng in een houer verpak word.”;
- (g) in subregulasie (4) (a) (i) voor die woord „drie” die woorde „twee of” in te voeg;
- (h) in subregulasie (4) (a) (ii) voor die woord „drie” die woorde „twee of” in te voeg en die syfers „ $3\frac{1}{4}$ ” deur die syfers „ $2\frac{1}{2}$ ” te vervang;
- (i) in subregulasie (4) (a) (iii) die woord „Drielaagkissies” deur die woorde „Dubbellaagkissies en drielaagkissies” te vervang;
- (j) in subregulasie (4) (a) (iv) die woord „Drielaagkissies” deur die woorde „Dubbellaagkissies en drielaagkissies” te vervang;
- (k) na subparagraaf (iv) van subregulasie (4) (a) die volgende subparagraaf by te voeg:—
“(v) Pruimedante wat in dubbellaagkissies en in drielaagkissies verpak word, moet Uitsoekgraad wees.”;
- (l) in subregulasie (4) (b) die woorde „of soortgelyke plukkiste met binnemate van 20 duim lank, $11\frac{1}{2}$ duim wyd en $9\frac{1}{4}$ duim diep, soos dié van die aldus gebrande plukkiste,” te skrap en die woord „plukkiste” waar dit ookal voorkom deur die woord „halfplukkiste” te vervang;
- (m) in subregulasie (4) (b) (v) wie woord „Standaardgraad” deur die woord „Derdegraad” te vervang;
- (n) subparagrafe (iv) en (vi) onder die opskrif „Platkissies.” in subregulasie (5) (a) onderskeidelik deur die volgende subparagrafe te vervang:—
“(iv) Pere in platkissies moet toegedraai wees in toedraaipapier maar mag ook toegedraai wees in difenielamien-geïmpregneerde, onbedrukte, ligblou, masjienglans, suiwer sulfietpapier van 21/22 gram per vierkante meter: Met dien verstande dat sodanige papier geïmpregneer is tot ’n konsentrasie wat sal lei tot ’n res op die vrug van hoogstens 10 dele per miljoen volgens gewig.”; en
“(vi) Alle variëteite pere behalwe Bon Chretien mag in platkissies in ’n enkellaag verpak word: Met dien verstande dat vir verkope aan of deur geregistreerde Distribueerders of permitteurs, die variëteit Bon Chretien ook in platkissies verpak mag word.”;
- (o) subparagrafe (ii), (iii) en (iv) onder die opskrif „Kiste.” in genoemde subregulasie deur die

paper shall be impregnated to a concentration which will not result in a residue exceeding 10 parts per million by weight on the fruit.

(iii) All varieties of pears except Bon Chretien may be packed in cases: Provided that for sales to or by registered distributors or permit holders the variety Bon Chretien may also be packed in cases.

(iv) Pears packed in cases shall be either Choice Grade or Standard Grade.”;

(p) the substitution for sub-paragraph (v) of sub-regulation (5) (b) of the following sub-paragraph:—

“(v) Only pears of the varieties Beurre Bosc, Bon Chretien and Packham's Triumph may be packed in fugs.”;

(q) the substitution in sub-regulation (6) (a) for the word “trays” where it occurs for the first time, of the word “boxes” and for the expression “8 lb.” of the expression “10 lb.” and the deletion of the words “or in boxes containing 15 lb. of wrapped grapes”;

(r) the substitution in sub-regulation (6) (b) for the expression “Tray—8 lb.” where it occurs in the heading, of the expression “Box—10 lb.”;

(s) the substitution for sub-paragraphs (i), (ii) and (v) of the said sub-regulation of the following sub-paragraphs respectively:—

“(i) All varieties of grapes may be packed in a box containing 10 lb. of wrapped grapes and shall be Cape Grade.”;

“(ii) The box shall be of a depth of either 4½ inches or 5 inches.”; and

“(v) More than one bunch may be wrapped together in the same wrapper.”;

(t) the substitution in sub-regulation (6) (b) (iii) for the word “tray” wherever it occurs, of the word “box”;

(u) the substitution in sub-regulation (6) (c) (i) for the words “Standard Grade” of the words “Cape Grade.”;

(v) the substitution for sub-paragraph (ii) of sub-regulation (6) (c) of the following sub-paragraph:—

“(ii) The tray shall be of a depth of not less than 3 inches and not more than 3½ inches.”;

(w) the deletion of sub-regulation (6) (d); and

(x) renumbering the existing paragraph (e) of sub-regulation (6) as “(d)” and the substitution in sub-paragraph (i) of this paragraph for the words “Standard Grade” of the words “Cape Grade”.

8. The following regulation is hereby substituted for regulation 10:—

“10. Each type of container for each kind of fruit shall contain the following net weight of fruit:—

Kind of Fruit.	Type of Container.	Minimum net Weight.	
		Pounds.	Ounces.
(1) Peaches and Nectarines.....	Single-layer tray....	5	—
(2) Plums and prunes	(a) Single-layer tray....	7	—
	(b) Double-layer tray....	10	—
	(c) Triple-layer box....	15	—
	(d) Bulk-pack box....	20	—
	(e) Half-fug.....	20	—
	(f) Lug.....	40	—
(3) Pears.....	(a) Tray.....	9	4
	(b) Case.....	41	—
	(c) Lug.....	40	—
(4) Grapes.....	(a) Tray—Cape Grade —un-wrapped	10	8

verstande dat sodanige papier geïmpregneer is tot 'n konsentrasie wat sal lei tot 'n res op die vrug van hoogstens 10 dele per miljoen volgens gewig.

(iii) Alle variëteite pere behalwe Bon Chretien mag in kiste verpak word: Met dien verstande dat vir verkope aan of deur geregistreerde distributeurs of permithouers, die variëteit Bon Chretien ook in kiste verpak mag word.

(iv) Pere wat in kiste verpak word, moet of Keurgraad of Standaardgraad wees.”;

(p) deur subparagraaf (v) van subregulasie (5) (b) deur die volgende subparagraaf te vervang:—

“(v) Slegs pere van die variëteite Beurre Bosc, Bon Chretien en Packham's Triumph mag in plukkiste verpak word.”;

(q) in subregulasie (6) (a) die woord „platkissies”, waar dit die eerste maal voorkom, deur die woord „Kissies” en die uitdrukking „8 lb.” deur die uitdrukking „10 lb.” te vervang en die woorde „of in kissies wat 15 lb. toegedraaide druive bevat” te skrap;

(r) in subregulasie (6) (b) die uitdrukking „Platkissie—8 lb.” waar die in die opskrif voorkom deur die uitdrukking „Kissie—10 lb.” te vervang;

(s) deur subparagrafe (i), (ii) en (v) van genoemde sub-regulasie onderskeidelik deur die volgende subparagrafe te vervang:—

“(i) Alle variëteite druive mag in 'n kissie wat 10 lb. toegedraaide druive bevat, verpak word en moet Kaapse Graad wees.”;

“(ii) Die kissie moet van 'n diepte van of 4½ duim of 5 duim wees.”; en

“(v) Meer as een tros mag saam in dieselfde omslag toegedraai wees.”;

(t) in subregulasie (6) (b) (iii) die woord „platkissie” waar dit ook al voorkom deur die woord „kissie” te vervang;

(u) in subregulasie (6) (c) (i) die woord „Standaardgraad” deur die woorde „Kaapse Graad” te vervang;

(v) subparagraaf (ii) van subregulasie (6) (c) deur die volgende subparagraaf te vervang:—

“(ii) Die platkissie moet van 'n diepte wees van nie minder as 3 duim nie en nie meer as 3½ duim nie.”;

(w) subregulasie (6) (d) te skrap; en

(x) die bestaande paragraaf (e) van subregulasie (6) na „(d)” te hernoem, en in subparagraaf (i) van hierdie paragraaf die woord „Standaardgraad” deur die woorde „Kaapse Graad” te vervang.

8. Regulasie 10 word hierby deur die volgende regulasie vervang:—

„10. Elke tipe houër vir elke vrugtesoort moet die ondergenoemde netto gewig vrugte bevat:—

Vrugtesoort.	Tipe Houer.	Minimum netto gewig.	
		Ponde.	Onse.
(1) Perskes en kaalperskes.....	Enkellaagkissie.....	5	—
(2) Pruime en pruime-dante.....	(a) Enkellaagkissie....	7	—
	(b) Dubbellaagkissie....	10	—
	(c) Drielaagkissie.....	15	—
	(d) Grootmaatkissie....	20	—
	(e) Halfplukkis.....	20	—
	(f) Plukkis.....	40	—
(3) Pere.....	(a) Platkissie.....	9	4
	(b) Kis.....	41	—
	(c) Plukkis.....	40	—
(4) Druive.....	(a) Platkissie—Kaapse Graad (on-toegedraai).....	10	8
	(b) Kissie—		

9. Regulation 11 is hereby amended by—

(a) the substitution in sub-regulation (1) for the expression "paragraph (c)" of the expression "paragraph (d)";

(b) the addition at the end of sub-paragraph (iv) of sub-regulation (1) (a) of the following proviso:—

"Provided that in the case of single-layer trays containing peaches (excluding nectarines) of a count of 28 and shorter, the designation 'Large' or 'Groot' shall be marked on the label in addition to the count, and in the case of single-layer trays containing peaches (excluding nectarines) of a count longer than 28, the designation 'Small' or 'Klein' shall be marked on the label in addition to the count.";

(c) the substitution for paragraphs (b) and (c) of sub-regulation (1) of the following paragraphs:—

"(b) In the case of plums or prunes delivered to the Board in a half-lug or lug, as the case may be, the count or net weight shall not be marked on the label.

(c) In the case of bulk-pack boxes containing plums with a diameter of $1\frac{1}{2}$ inches and larger, the label shall be marked "Large" or "Groot" and in the case of bulk-pack boxes containing plums with a diameter of $1\frac{1}{4}$ inches and smaller, the label shall be marked "Small" or "Klein".

(d) In the case of pears delivered to the Board in a lug and intended for processing, no label shall be attached to the container but in lieu of a label a paper slip with a—

white background colour for pears picked on a Monday; or

blue background colour for pears picked on a Tuesday; or

orange background colour for pears picked on a Wednesday; or

yellow background colour for pears picked on a Thursday; or

green background colour for pears picked on a Friday; or

pink background colour for pears picked on a Saturday;

bearing the producer's name, address, account number with the Board and farm number, referred to in paragraph (a) (v) shall be inserted in the lug";

(d) the addition at the end of sub-regulation (2) (d) of the following proviso:—

"Provided that in the case of bulk-pack boxes containing plums with a diameter of $1\frac{1}{2}$ inches and larger, the label shall be marked 'Large' or 'Groot' and in the case of bulk-pack boxes containing plums with a diameter of $1\frac{1}{4}$ inches and smaller, the label shall be marked 'Small' or 'Klein': Provided further that in the case of single-layer trays containing peaches (excluding nectarines) the designation 'Large' or 'Groot' shall be marked on the label in addition to the count, and in the case of single-layer trays containing peaches (excluding nectarines) of a count longer than 28, the designation 'Small' or 'Klein' shall be marked on the label in addition to the count.";

(e) the substitution for sub-regulation (4) of the following sub-regulation:—

9. Regulاسie 11 word hierby gewysig deur—

(a) in subregulasie (1) die uitdrukking „paragraaf (c)“ deur die uitdrukking „paragraaf (d)“ te vervang;

(b) aan die end van subparagraaf (iv) van subregulasie (1) (a) die volgende voorbehoudsbepaling by te voeg:—

„Met dien verstande dat in die geval van enkellaagkissies wat perskes (uitgenome kaalperskes) van 'n telling van 28 en korter bevat, die etiket benewens met die telling met die aanduiding „Groot“ of „Large“ gemerk moet wees, en in die geval van enkellaagkissies wat perskes (uitgenome kaalperskes) van 'n telling van langer as 28 bevat, die etiket benewens met die telling met die aanduiding „Klein“ of „Small“ gemerk moet wees.”;

(c) paragrafe (b) en (c) van subregulasie (1) deur die volgende paragrafe te vervang:—

„(b) In die geval van pruime of pruimedante wat in 'n halfplukkis of in 'n plukkis, na gelang van die geval, aan die Raad gelewer word, moet die telling of netto gewig nie op die etiket aangegee word nie.

(c) In die geval van grootmaatkissies wat pruime met 'n deursnee van $1\frac{1}{2}$ duim en groter bevat, moet die etiket „Groot“ of „Large“ gemerk wees en in die geval van grootmaatkissies wat pruime met 'n deursnee van $1\frac{1}{4}$ duim en kleiner bevat, moet die etiket „Klein“ of „Small“ gemerk wees.

(d) In die geval van pere wat in 'n plukkis aan die Raad gelewer word en bestem is vir verwerking, moet geen etiket aan die houer vasgeheg word nie, maar in plek daarvan moet 'n strokie papier met 'n—

wit agtergrondkleur vir pere wat op 'n Maandag gepluk is; of

blou agtergrondkleur vir pere wat op 'n Dinsdag gepluk is; of

oranje agtergrondkleur vir pere wat op 'n Woensdag gepluk is; of

geel agtergrondkleur vir pere wat op 'n Donderdag gepluk is; of

groen agtergrondkleur vir pere wat op 'n Vrydag gepluk is; of

pienk agtergrondkleur vir pere wat op 'n Saterdag gepluk is;

en met die produsent se naam, adres, rekeningnummer by die Raad en plaasnommer, in paragraaf (a) (v) bedoel, daarop, in die plukkis ingesit word.”;

(d) aan die end van subregulasie (2) (d) die volgende voorbehoudsbepaling by te voeg:—

„Met dien verstande dat in die geval van grootmaatkissies wat pruime met 'n deursnee van $1\frac{1}{2}$ duim en groter bevat, moet die etiket „Groot“ of „Large“ gemerk wees en in die geval van grootmaatkissies wat pruime met 'n deursnee van $1\frac{1}{4}$ duim en kleiner bevat, moet die etiket „Klein“ of „Small“ gemerk wees: Met dien verstande verder dat in die geval van enkellaagkissies wat perskes (uitgenome kaalperskes) van 'n telling van 28 en korter bevat, die etiket benewens met die telling met die aanduiding „Groot“ of „Large“ gemerk moet wees, en in die geval van enkellaagkissies wat perskes (uitgenome kaalperskes) van 'n telling langer as 28 bevat, die etiket benewens met die telling met die aanduiding „Klein“ of „Small“ gemerk moet wees.”;

(e) subregulasie (4) deur die volgende subregulasie te

- (b) prunes packed in a triple-layer tray the variety shall be described as 'Triple-layer Prunes' or 'Drielaag Pruimedante';
- (c) prunes with a diameter of under $1\frac{1}{2}$ inches but not less than $1\frac{1}{8}$ inches or of a size not exceeding 25 prunes per pound, and packed in double-layer trays or prunes packed in half-lugs the variety shall be described as 'Prunes' or 'Pruimedante'."

DEPARTMENT OF INDIAN AFFAIRS.

No. R. 1826.]

[18 November 1966.]

AMENDMENT OF THE REGULATIONS MADE UNDER THE CHILDREN'S ACT, 1960 (ACT No. 33 OF 1960).

Under and by virtue of the powers vested in me by section *ninety-two* of the Children's Act, 1960 (Act No. 33 of 1960), I, ALFRED ERNEST TROLLIP, Minister of Indian Affairs, hereby amend, in consultation with the Minister of Finance, the regulations published under Government Notice No. R. 701, dated 10th May, 1963, as set out in the Annexure hereto.

A. E. TROLLIP,
Minister of Indian Affairs.

ANNEXURE.

1. Regulation 37 is hereby amended with effect from 1st May, 1966, by the insertion after paragraph (d) of sub-regulation (1) of the following paragraph:—

"(e) that notwithstanding the provisions of paragraph (a) of sub-regulation (1) the Minister may authorise the continuation of the payment of a grant for the maintenance of a child or person in the following circumstances:—

- (i) where a child is temporarily out of the permanent custody of his parents or foster-parents for the purpose of attending school;
- (ii) where a person in whose custody a child has been placed at the time of the authorisation of the grant lives temporarily away from the child for religious or health reasons or for the purpose of visiting relations: Provided that the grant be paid once only in any period of three years for not more than six months and may not be used to defray the travelling expenses of such person."

2. Regulation 46 is hereby amended with effect from the 1st April, 1966, by the substitution for the expression "R102" of the expression "R108".

DEPARTMENT OF LABOUR.

R. 1822.]

[18 November 1966.]

BANTU BUILDING WORKERS ACT, 1951.

DETERMINATION.

By direction of the Minister of Labour it is hereby notified that the Minister, acting under the powers vested in him by subsection (1) of section *thirteen* of the Bantu Building Workers Act, 1951 (Act No. 27 of 1951), has determined, in accordance with the Schedule hereto

- (b) pruimedante wat in 'n drielaagkissie verpak word, moet die variëteit beskryf word as 'Drielaag Pruimedante' of 'Triple-Layer Prunes';
- (c) pruimedante met 'n deursnee van onder $1\frac{1}{2}$ duim, maar nie minder as $1\frac{1}{8}$ duim of van 'n grootte van hoogstens 25 pruimedante per pond, en wat in dubbellaagkissies verpak word of pruimedante wat in half-plukkiste verpak word, moet die variëteit beskryf word as 'Pruimedante' of 'Prunes'."

DEPARTEMENT VAN INDIËRSAKE.

No. R. 1826.]

[18 November 1966.]

WYSIGING VAN DIE REGULASIES UITGEVAARDIG KRAGTENS DIE KINDERWET, 1960 (WET No. 33 VAN 1960).

Kragtens die bevoegdheid my verleen by artikel *twee-en-negentig* van die Kinderwet, 1960 (Wet No. 33 van 1960), wysig ek, ALFRED ERNEST TROLLIP, Minister van Indiërsake, hierby in oorleg met die Minister van Finansies die regulasies gepubliseer by Goewermentskennisgewing No. R. 701 van 10 Mei 1963, soos in die Aanhangel hiervan uiteengesit.

A. E. TROLLIP,
Minister van Indiërsake.

AANHANGSEL.

1. Regulasie 37 word hierby gewysig met ingang van 1 Mei 1966 deur na paragraaf (d) van subregulasie (1) die volgende paragraaf by te voeg:—

„(e) dat nieetestaande die bepalings van paragraaf (a) van subregulasie (1) die Minister magtigting kan verleen tot die voortsetting van betaling van 'n toelae vir die onderhoud van 'n kind of persoon onder die volgende omstandighede:—

- (i) Waar 'n kind tydelik uit die permanente bewaring van sy ouers of pleegouers moet wees met die doel om skool by te woon;
- (ii) waar 'n persoon in wie se bewaring 'n kind geplaas is toe die magtigting tot die betaling van die toelae verleen is tydelik weg van die kind om geloofs- of gesondheidsredes of met die doel om familie te besoek, leef: Met dien verstande dat die toelae slegs een keer in enige tydperk van drie jaar vir hoogstens ses maande betaal word en nie gebruik mag word om sodanige persoon se reiskoste te bestry nie."

2. Regulasie 46 word hierby gewysig met ingang van 1 April 1966 deur die uitdrukking „R102" deur die uitdrukking „R108" te vervang.

DEPARTEMENT VAN ARBEID.

R. 1822.]

[18 November 1966.]

WET OP BANTOEBOUWERKERS, 1951.

VASSTELLING.

In opdrag van die Minister van Arbeid word hierby bekendgemaak dat die Minister, kragtens die bevoegdheid hom verleen by subartikel (1) van artikel *dertien* van die Wet op Bantoebouwerkers, 1951 (Wet No. 27 van 1951), die Vasstelling, wat in die Bylae hierby verskyn, gemaak

SCHEDULE.

1. AREA AND SCOPE OF OPERATION.

This Determination shall apply to all employers and Bantu building workers, learners and other Bantu employed on skilled work in the Building Industry in Bantu areas as defined in paragraph (xii) of section one of the Act, within the following areas:—

- (1) *In the Province of the Transvaal.*—The Magisterial Districts of Alberton, Benoni, Boksburg, Brakpan, Delmas, Germiston, Heidelberg, Johannesburg, Kempton Park, Nigel and Springs; the area within a 30 mile radius from the General Post Office, Krugersdorp; the area within a 20 mile radius from the General Post Offices, Pretoria and Vereeniging; the area within a 10 mile radius from the General Post Offices, Potchefstroom and Middelburg; and the area within a 15 mile radius from the General Post Offices, Klerksdorp and Witbank.
- (2) *In the Province of Natal.*—The Magisterial Districts of Durban, Inanda, Pinetown and Umlazi; and the area within a 25 mile radius from the General Post Office, Pietermaritzburg.
- (3) *In the Province of the Orange Free State.*—The Magisterial District of Kroonstad; the area within a 20 mile radius from the General Post Office, Vereeniging; and the area within a 15 mile radius from the General Post Office, Bloemfontein.
- (4) *In the Province of the Cape of Good Hope.*—The Magisterial Districts of Albany, Bellville, The Cape, East London, Paarl, Port Elizabeth, Queenstown, Simonstown, Somerset West, Stellenbosch, Strandt, Wellington, Worcester and Wynberg; and the municipal area of Kimberley.

2. DEFINITIONS.

Unless the contrary intention appears, any expression used in this Determination and defined in the Bantu Building Workers Act, 1951 (Act No. 27 of 1951), as amended, shall have the same meaning as in that Act, and unless inconsistent with the context—

“Act” means the Bantu Building Workers Act, 1951 (Act No. 27 of 1951), as amended;

“emergency work” means any work which, owing to any unforeseen cause such as a fire, storm, accident, act of violence, epidemic or theft, must be done without delay;

“employee” means, for the purpose of this Determination, an employee who is employed as a Bantu building worker, learner and any other Bantu employed on skilled work;

“learner, grade B,” means a learner employed as such under section ten of the Act who has not passed the test referred to in paragraph 3 (1) of Government Notice No. 789 of the 17th April, 1953;

“learner, grade A,” means a learner employed as such under section ten of the Act who has passed the test referred to in paragraph 3 (1) of Government Notice No. 789 of the 17th April, 1953;

“skilled work” means work performed in any of the following trades or any branch of any such trade specified as being included therein, namely:—

- (a) Blocklaying, excluding the laying of blocks not bedded in mortar or mastic and the laying of blocks in the construction of concrete floors and concrete roofs where no artisan's tools are used in the performance of these operations;
- (b) bricklaying, including pointing, wall and floor tiling and paving, drainlaying, slating and roof tiling, and general concrete work (including reinforcement);
- (c) masonry, including monumental masonry, paving pointing, wall and floor tiling and general concrete work (including reinforcement);
- (d) plastering, including modelling, granolithic and composition flooring, precast concrete work, wall and floor tiling, paving and general concrete work (including reinforcement);
- (e) carpentry and joinery, including shopfitting, the erection of ceilings, woodblock, wood and composition flooring, roof covering (other than thatching) and general concrete work (including reinforcement);
- (f) painting, including decorating, paperhanging and glazing;
- (g) signwriting;
- (h) plumbing, including copper, lead and sheetmetal working, gasfitting, sanitary and domestic engineering, drainlaying and leadburning;
- (i) woodmachining;
- (j) lead light making;

BYLAE.

1. GEBIED EN BESTEK VAN TOEPASSING.

Hierdie Vasstelling is van toepassing op alle werkgewers en Bantoebouwerkers, leerlinge en ander Bantoes wat vir geskoolde werk in die Bounywerheid in diens is in Bantoegebiede soos omskryf in paragraaf (xii) van artikel een van die Wet, binne onderstaande gebiede:—

- (1) *In die Provinsie Transvaal.*—Die landdrostdistrikte Alberton, Benoni, Boksburg, Brakpan, Delmas, Germiston, Heidelberg, Johannesburg, Kempton Park, Nigel en Springs; die gebied binne 30 myl van die Hoofposkantoor, Krugersdorp; die gebied binne 20 myl van die Hoofposkantore, Pretoria en Vereeniging; die gebied binne 10 myl van die Hoofposkantore, Potchefstroom en Middelburg; en die gebied binne 15 myl van die Hoofposkantore, Klerksdorp en Witbank.
- (2) *In die Provinsie Natal.*—Die landdrostdistrikte Durban, Inanda, Pinetown en Umlazi; en die gebied binne 25 myl van die Hoofposkantoor, Pietermaritzburg.
- (3) *In die Provinsie Oranje-Vrystaat.*—Die landdrostdistrik Kroonstad; die gebied binne 20 myl van die Hoofposkantoor Vereeniging; en die gebied binne 15 myl vanaf die Hoofposkantoor Bloemfontein.
- (4) *In die Provinsie Kaap die Goeie Hoop.*—Die landdrostdistrikte Albanie, Bellville, die Kaap, Oos-Londen, Paarl, Port Elizabeth, Queenstown, Simonstad, Somerset-Wes, Stellenbosch, Strand, Wellington, Worcester en Wynberg; en die munisipale gebied van Kimberley.

2. WOORDBEPALINGS.

Tensy die teendeel bly, het uitdrukkings in hierdie Vasstelling wat in die Wet op Bantoebouwerkers, 1951 (Wet No. 27 van 1951), soos gewysig, omskryf is, dieselfde betekenis as in die Wet, en tensy dit strydig is met die samehang, beteken—

„Wet” die Wet op Bantoebouwerkers, 1951 (Wet No. 27 van 1951), soos gewysig;

„noodwerk” werk wat sonder versuim gedoen moet word as gevolg van onvoorsiene oorsake soos brand, storm, ongeluk, geweldpleging, epidemie of diefstal;

„werknemer” vir die toepassing van hierdie Vasstelling ’n werknemer wat in diens is as ’n Bantoebouwerker, leerling en enige ander Bantoe wat vir geskoolde werk in diens is;

„leerling, graad B,” ’n leerling wat in dié hoedanigheid in diens is kragtens artikel tien van die Wet en wat nie in die toets wat in paragraaf 3 (1) van Goewermentskenningsgewing No. 789 van 17 April 1953 genoem word, geslaag het nie;

„leerling, graad A,” ’n leerling wat in dié hoedanigheid in diens is kragtens artikel tien van die Wet en wat geslaag het in die toets wat in paragraaf 3 (1) van Goewermentskenningsgewing No. 789 van 17 April 1953 genoem word;

„geskoolde werk” werk in een van onderstaande ambagte of ’n tak daarvan wat uitdruklik daarby ingesluit word:—

- (a) Bloklegging, met uitsondering van blokke wat nie in messelklei of mastiek gelê word nie en die lê van blokke by die konstruksie van betonvloere en -dakke waarby daar nie van ambagsmangereedskap gebruik gemaak word nie;
- (b) messelwerk, met inbegrip van voegwerk, muur- en vloerbeteëling en plaveiwerk, rioolaanleg, leidakwerk en dakpandekking en algemene betonwerk (met inbegrip van wapening);
- (c) klipmesselwerk, met inbegrip van monumentmesselwerk, plaveiwerk, voegwerk, muur- en vloerbeteëling en algemene betonwerk (met inbegrip van wapening);
- (d) pleisterwerk, met inbegrip van modellering, granoliet- en komposisiebevloering, voorafgegote betonwerk, muur- en vloerbeteëling, plaveiwerk en algemene betonwerk (met inbegrip van wapening);
- (e) timmerwerk en skrynwerk, met inbegrip van winkeluitrusting, aanbring van plafonne, houtblokkie-, hout- en komposisiebevloering, dakbedekking (uitgesonderd bedekking met gras of riet) en algemene betonwerk (met inbegrip van wapening);
- (f) skilderwerk, met inbegrip van versierwerk, behangerswerk en insit van ruite;
- (g) letterskilderwerk;
- (h) loodgieterswerk, met inbegrip van koper-, lood- en plaatmetaalwerk, gasleidingaanleg, sanitêre en huishoudelike ingenieurswerk, rioolaanleg en loodswiswerk;
- (i) masjinale houtbewerking;
- (j) glas-in-loodwerk;

3. WAGES.

The minimum wage which an employer shall pay to each member of the undermentioned classes of his employees employed in a Bantu area falling within any of the areas mentioned below shall be as follows:—

3. LONE.

'n Werkgegewer moet minstens onderstaande lone betaal aan elke lid van ondergenoemde klasse van sy werknemers in diens in 'n Bantoegebied binne een van die gebiede wat hieronder voorkom:—

Area.	Class of employee.	Wages—Per hour.		
		During first year of determination.	During second year of determination.	During third year of determination.
		Cents.	Cents.	Cents.
1. The Magisterial Districts of The Cape, Wynberg, Simonstown, Bellville and those portions of the Magisterial District of Stellenbosch which prior to the publication of Government Notice No. 283 of the 2nd March, 1962, fell within the Magisterial District of Bellville	Learner, Grade B.....	22	24	26
	Learner, Grade A.....	26	28	30
	Bantu building worker.....	33	35	37
	Other Bantu employed on skilled work.....	33	35	37
2. The Magisterial Districts of Alberton, Benoni, Boksburg, Brakpan, Delmas, Durban, Germiston, Heidelberg (Tvl.), Inanda, Johannesburg, Kempton Park, Nigel, Pinetown, Port Elizabeth, Springs and Umlazi; the area within a 30 mile radius from the General Post Office Krugersdorp; the area within a 20 mile radius from the General Post Offices, Pretoria and Vereeniging; the area within a 10 mile radius from the General Post Offices, Potchefstroom and Middelburg (Tvl.); and the area within a 15 mile radius from the General Post Offices, Klerksdorp and Witbank	Learner, Grade B.....	19	20	21
	Learner, Grade A.....	22	24	26
	Bantu building worker.....	30	32	34
	Other Bantu employed on skilled work.....	30	32	34
3. The Magisterial Districts of Kroonstad, East London, Paarl, Somerset West, Strand, Stellenbosch (excluding those portions which prior to the publication of Government Notice No. 283 of the 2nd March, 1962, fell within the Magisterial District of Bellville) and Wellington; the Municipal Area of Kimberley; the area within a 15 mile radius from the General Post Office, Bloemfontein, and the area within a 25 mile radius from the General Post Office, Pietermaritzburg	Learner, Grade B.....	17	18	19
	Learner, Grade A.....	21	23	25
	Bantu building worker.....	28	30	32
	Other Bantu employed on skilled work.....	28	30	32
4. The Magisterial Districts of Albany, Queenstown and Worcester	Learner, Grade B.....	16	17	18
	Learner, Grade A.....	19	20	21
	Bantu building worker.....	26	28	30
	Other Bantu employed on skilled work.....	26	28	30

Gebiede.	Klas werknemer.	Lone—Per uur.		
		Gedurende eerste jaar van vasstelling.	Gedurende tweede jaar van vasstelling.	Gedurende derde jaar van vasstelling.
		Sent.	Sent.	Sent.
1. Landdrostdistrikte Kaap, Wynberg, Simonstad, Bellville en daardie gedeeltes van die landdrostdistrik Stellenbosch, wat voor die publikasie van Goewernmentskennissgewing No. 283 van 2 Maart 1962 in die landdrostdistrik Bellville geval het	Leerling, Graad B.....	22	24	26
	Leerling, Graad A.....	26	28	30
	Bantoebouwerker.....	33	35	37
	Ander Bantoes wat geskoolde werk verrig.....	33	35	37
2. Landdrostdistrikte Alberton, Benoni, Boksburg, Brakpan, Delmas, Durban, Germiston, Heidelberg (Tvl.), Inanda, Johannesburg, Kempton Park, Nigel, Pinetown, Port Elizabeth, Springs en Umlazi; die gebied binne 30 myl van die Hoofposkantoor, Krugersdorp; die gebied binne 20 myl van die Hoofposkantoor, Pretoria en Vereeniging; die gebied binne 10 myl van die Hoofposkantoor, Potchefstroom en Middelburg (Tvl.); en die gebied binne 15 myl van die Hoofposkantoor, Klerksdorp en Witbank	Leerling, Graad B.....	19	20	21
	Leerling, Graad A.....	22	24	26
	Bantoebouwerker.....	30	32	34
	Ander Bantoes wat geskoolde werk verrig.....	30	32	34
3. Die landdrostdistrikte Kroonstad, Oos-Londen, Paarl, Somerset West, Strand, Stellenbosch (uitgesonderd daardie gedeeltes wat voor die publikasie van Goewernmentskennissgewing No. 283 van 2 Maart 1962 in die landdrostdistrik Bellville geval het) en Wellington; die munisipale gebied van Kimberley; die gebied binne 15 myl van die Hoofposkantoor, Bloemfontein; en die gebied binne 25 myl van die Hoofposkantoor, Pietermaritzburg	Leerling, Graad B.....	17	18	19
	Leerling, Graad A.....	21	23	25
	Bantoebouwerker.....	28	30	32
	Ander Bantoes wat geskoolde werk verrig.....	28	30	32
4. Die landdrostdistrikte Albanie, Queenstown en Worcester....	Leerling, Graad B.....	16	17	18
	Leerling, Graad A.....	19	20	21
	Bantoebouwerker.....	26	28	30
	Ander Bantoes wat geskoolde werk verrig.....	26	28	30

(2) Wages, earnings for overtime and other remuneration payable in money shall be handed to employees in sealed envelopes showing the name of the employer and employee, number of hours worked, any deductions which may have been made, amount enclosed and the period in respect of which payment is made: Provided that the provisions of this sub-clause shall not apply to a local authority where the inspector defined by regulation is satisfied that the established pay system affords the necessary protection to employees.

(3) No deductions of any kind may be made from the wages due to an employee: Provided that any amount which an employer is compelled by law, ordinance or legal process to pay on behalf of an employee may be deducted.

5. ORDINARY HOURS OF WORK.

(1) The ordinary hours of work of an employee shall not exceed—

- (a) forty-five in any week from Monday to Friday;
- (b) nine on any day.

(2) *Meal Interval.*—An employer shall not require or permit an employee to work for more than five hours without a meal interval of not less than half-an-hour during which interval such employee shall not be required or permitted to perform any work and such interval shall not be deemed to be part of the ordinary hours of work or overtime.

(3) *Savings.*—The provisions of sub-clause (2) shall not apply to an employee while he is engaged on emergency work.

6. OVERTIME AND PAYMENT THEREFOR.

(1) All periods worked in excess of the maximum number of hours prescribed in clause 5 (1) shall be deemed to be overtime.

(2) An employer shall not require or permit his employee to work overtime for more than—

- (a) ten hours in any week;
- (b) three hours on any day.

(3) Except as provided for in sub-clauses (2) and (3) of clause 7, an employer shall pay his employee in respect of all overtime worked by the employee at a rate of not less than one and one-third times the employee's wage.

(4) *Savings.*—The provisions of sub-clause (2) shall not apply to an employee while he is engaged on emergency work.

7. PUBLIC HOLIDAYS AND SUNDAYS.

(1) An employee shall be granted leave on full pay on New Year's Day, Good Friday, Ascension Day, the Day of the Covenant and Christmas Day: Provided that in the event of urgency he may be required to work on such days.

(2) Whenever an employee works on any public holiday referred to in sub-clause (1), his employer shall pay him not less than the wage payable to him in respect of the number of hours ordinarily worked by him on a normal working day, plus his wage for each hour or part of an hour worked on such public holiday: Provided that where such an employee is required or permitted to work for less than four hours on such day, he shall be deemed to have worked for four hours.

(3) Whenever an employee works on a Sunday, his employer shall either—

- (a) pay to the employee—
 - (i) if he so works for a period not exceeding four hours, not less than his daily wage; or
 - (ii) if he so works for a period exceeding four hours, not less than double his hourly wage for each hour or part of an hour in respect of the total period worked by him on such Sunday or not less than double his daily wage, whichever is the greater; or

- (b) pay him one and one-third times his hourly wage for each hour or part of an hour worked by him in the aggregate on such Sunday, and grant him within fourteen days of such Sunday one day's leave and pay him in respect thereof not less than his daily wage: Provided that where such an employee is required or permitted to work for less than four hours on such Sunday, he shall be deemed to have worked for four hours.

8. INCENTIVES.

An employer may introduce and operate a system of incentive payments: Provided that as a result of the introduction and operation of such a system the remuneration and other monetary benefits accruing to an employee shall not be less than the wage prescribed for him in clause 3 read with clauses 6 and 7.

9. TERMINATION OF EMPLOYMENT.

(2) Lone, oortydverdienste en ander besoldiging wat in geld betaal moet word, moet aan werknemers oorhandig word in verselde koeverte waarop die name van werkgever en werknemer voorkom, asook die getal ure gewerk, aftrekkings, die ingeslote bedrag en die tydperk ten opsigte waarvan betaling gedoen word: Met dien verstande dat die bepalinge van hierdie subklousule nie van toepassing op 'n plaaslike owerheid is nie in gevalle waarin die inspekteur soos by regulasie omskryf homself daarvan oortuig het dat die bestaande stelsel van besoldiging die werknemers die nodige beskerming verleen.

(3) Geen aftrekkings mag van 'n werknemer se loon gemaak word nie: Met dien verstande dat bedrae afgetrek mag word wat 'n werkgever by wet, ordonnansie of regsgeeding verplig word om namens 'n werknemer te betaal.

5. GEWONE WERKURE.

(1) Die gewone werkure van 'n werknemer is hoogstens die volgende:—

- (a) Vyf-en-veertig per week van Maandag tot Vrydag;
- (b) nege per dag.

(2) *Etenspouses.*—Geen werkgever mag 'n werknemer verplig of toelaat om vir meer as vyf uur te werk sonder 'n etenspouse van minstens 'n halfuur waarin hy nie verplig of toegelaat kan word om te werk nie, en dié pouse word nie as deel van die gewone werkure of oortyd beskou nie.

(3) *Voorbehoudsbepalings.*—Die bepalinge van subklousule (2) is nie van toepassing op 'n werknemer terwyl hy noodwerk verrig nie.

6. OORTYD EN BETALING DAARVAN.

(1) Tyd gewerk bo die maksimum getal gewone werkure wat in klousule 5 (1) voorgeskryf word, word as oortyd beskou.

(2) Geen werkgever mag 'n werknemer verplig of toelaat om meer as—

- (a) 10 uur per week;
- (b) 3 uur per dag;

oortyd te werk nie.

(3) Uitgesonderd soos bepaal in subklousules (2) en (3) van klousule 7, moet 'n werkgever sy werknemer vir alle oortyd deur die werknemer gewerk, betaal teen minstens een en 'n derde maal die werknemer se loon.

(4) *Voorbehoudsbepalings.*—Die bepalinge van subklousule (2) is nie van toepassing op 'n werknemer terwyl hy noodwerk verrig nie.

7. OPENBARE VAKANSIEDAE EN SONDAG.

(1) Aan 'n werknemer moet verlof met volle betaling op Nuwejaarsdag, Goeie Vrydag, Hemelvaartdag, Gelofte-dag en Kersdag toegestaan word: Met dien verstande dat in 'n noodgeval van hom vereis kan word om op so 'n dag te werk.

(2) Wanneer 'n werknemer werk op 'n openbare vakansiedag wat in subklousule (1) genoem word, moet sy werkgever hom minstens die loon betaal wat hom toekom ten opsigte van die getal ure wat hy op 'n gewone werkdag werk, plus sy loon vir elke uur of gedeelte van 'n uur wat hy op so 'n openbare vakansiedag werk: Met dien verstande dat, waar daar van sodanige werknemer vereis word of hy toegelaat word om vir minder as vier uur op sodanige dag te werk, hy geag word vier ure te gewerk het.

(3) Wanneer 'n werknemer op 'n Sondag werk, moet sy werkgever of—

- (a) aan die werknemer—
 - (i) indien hy vir 'n tydperk van hoogstens vier uur aldus werk, minstens sy dagloon betaal; of
 - (ii) indien hy vir 'n tydperk van langer as vier uur aldus werk, minstens dubbel sy uurloon betaal vir elke uur of gedeelte van 'n uur ten opsigte van die totale tydperk wat hy op sodanige Sondag werk, of minstens dubbel sy dagloon, naamlik die grootste bedrag; of

- (b) hom een en 'n derde maal sy uurloon betaal vir elke uur of gedeelte van 'n uur wat hy altesaam op sodanige Sondag gewerk het, en hom binne 14 dae vanaf sodanige Sondag een dag verlof toestaan en hom ten opsigte daarvan minstens sy dagloon betaal: Met dien verstande dat waar daar van so 'n werknemer vereis word of hy toegelaat word om vir minder as vier uur op sodanige Sondag te werk, hy geag word vier ure te gewerk het.

8. AANSPORINGSLONE.

'n Werkgever kan 'n aansporingsloonstelsel invoer: Met dien verstande dat 'n werknemer se besoldiging en ander geldelike voordele kragtens so 'n stelsel nie minder mag wees as die loon wat in klousule 3, saam met klousules 6 en 7 gelees, vir hom voorgeskryf word nie.

(2) An employer may pay an employee one day's pay in lieu of notice.

(3) During the period of notice referred to in sub-clause (1) hereof an employer shall allow the employee one hour to put his tools in working order.

(4) No notice of termination shall be required if the employee has worked for less than two working days with that employer.

(5) The provisions of sub-clauses (1), (2), (3) and (4) of this clause shall not apply to learners.

10. EMPLOYMENT OF MINORS.

No employer shall employ a person under the age of 18 years, or if the age cannot be established, a person who appears to be under that age.

11. STORAGE AND PROVISION OF TOOLS.

Every employer shall provide a suitable place on all jobs, sheds and workshops for locking up tools. The employer shall be responsible for keeping lockups properly locked and for any loss of tools suffered by an employee in lock-ups due to fire.

12. WET WEATHER SHELTER.

Every employer shall provide suitable facilities at any site where building operations are conducted in which employees may take shelter during wet weather.

13. LATRINES.

Every employer shall provide proper sanitary accommodation on all jobs for Europeans and non-Europeans separately.

14. ANNUAL LEAVE.

(1) An employer shall grant to each of his employees 12 working days' leave of absence within the period commencing on the Saturday immediately preceding the 16th December of each year and terminating on the Friday immediately preceding the 7th January the following year.

(2) In addition to the wages prescribed in clause 3 an employer shall pay to each of his employees on the last pay-day of the establishment immediately preceding the holiday period prescribed in sub-clause (1) hereof an amount of not less than 12 working days' pay: Provided that where an employee has been in employment with the same employer for less than 12 months during any year such payments shall be calculated on the basis of one day's pay for every completed month of employment with that employer.

(3) An employee whose services terminate—

(a) in the first calendar year of employment with the same employer after the completion of one month's employment but before the completion of such year; and
(b) in any subsequent calendar year of employment with the same employer, before the completion of such year;
shall upon such termination be paid in respect of each completed month of employment an amount not less than one day's remuneration.

(4) For the purpose of this clause the expression "employment" shall include any period or periods during which an employee is—

(a) absent on leave in terms of sub-clause (1) hereof; and
(b) absent from work on the instructions or at the request of his employer.

15. NOTICE BOARDS.

Every employer and/or working partners who are bound by the provisions of this Determination shall, wherever building operations are carried out by him or them, display in a conspicuous place accessible to the public a notice board of a size not less than two feet by one and one-half feet, showing the name and business address of such employer or partnership.

16. RECORDS TO BE KEPT BY EMPLOYERS.

Employers shall keep the records required by subsection (1) of section twenty-seven of the Act in the manner prescribed by regulation 5 of the regulations published under the Act.

17. EXEMPTION.

The Minister may grant exemption in writing to any person from all or certain of the provisions of this Determination.

(2) 'n Werkgewer mag 'n werknemer in plaas van diensopsegging sy dagloon betaal.

(3) Gedurende die tydperk van diensopsegging wat in subklousule (1) genoem word, moet 'n werkgewer 'n werknemer een uur toestaan om sy gereedskap werkgereed te maak.

(4) Geen diensopsegging is nodig as die werknemer vir minder as twee werkdade by dié werkgewer in diens is nie.

(5) Subklousules (1), (2), (3) en (4) van hierdie klousule is nie op leerlinge van toepassing nie.

10. INDIENSNEMING VAN MINDERJARIGES.

Geen werkgewer mag iemand onder die ouderdom van 18 jaar of, as die ouderdom nie vasgestel kan word nie, iemand wat jonger as 18 jaar lyk, in diens neem nie.

11. BERE EN VERSKAFFING VAN GEREEDSKAP.

Elke werkgewer moet 'n geskikte plek by alle werkplekke, skure en werkwinkels verskaf waar gereedskap toegesluit kan word. Die werkgewer is verantwoordelik vir die behoorlike toesluit van hierdie plekke en vir enige verlies van gereedskap wat 'n werknemer in toesluitplekke ly as gevolg van brand.

12. NATWEERSKULING.

Elke werkgewer moet geskikte natweerskullings vir werknemers verskaf op elke bousterrein.

13. LATRINES.

Elke werkgewer moet behoorlik en afsonderlik sanitêre geriewe vir Blanke en nie-Blanke werknemers verskaf by alle werkplekke.

14. JAARLIKSE VERLOF.

(1) 'n Werkgewer moet aan elkeen van sy werknemers 12 werksdae verlof toestaan binne die tydperk wat iedere jaar op die Saterdag onmiddellik voor 16 Desember begin en die volgende jaar op die Vrydag onmiddellik voor 7 Januarie eindig.

(2) Benewens die lone voorgeskryf by klousule 3 moet 'n werkgewer aan elkeen van sy werknemers 'n bedrag van minstens 12 werkdade se loon betaal op die laaste betaaldag van die inrigting onmiddellik voor die verlof wat by subklousule (1) hiervan voorgeskryf word: Met dien verstande dat ingeval 'n werknemer minder as 12 maande in 'n jaar by dieselfde werkgewer in diens was, dié besoldiging bereken moet word op die grondslag van een dag se loon vir elke voltooide maand diens by daardie werkgewer.

(3) 'n Werknemer wie se diens tyd—

(a) in die eerste kalenderjaar diens by dieselfde werkgewer eindig na voltooiing van een maand diens maar voor voltooiing van sodanige jaar; en
(b) in enige daaropvolgende kalenderjaar diens by dieselfde werkgewer eindig voor voltooiing van die jaar;

moet by sodanige beëindiging 'n bedrag van minstens een dag se besoldiging vir elke voltooide maand diens betaal word.

(4) Vir die toepassing van hierdie klousule sluit die uitdrukking „diens" enige tydperk in waarin die werknemer—

(a) ingevolge subklousule (1) hiervan met verlof is; en
(b) op las of op versoek van sy werkgewer afwesig is.

15. KENNISGEWINGBORDE.

Elke werkgewer en/of werkende vennote wat deur hierdie Vastelling gebind word moet waar hy/hulle met boubedrywig-hede besig is, 'n kennisgewingbord van minstens 2 by 1½ voet met die naam en besigheidsadres van die werkgewer of vennootskap daarop, vertoon op 'n opvallende plek wat vir die publiek toeganklik is.

16. REKORDS WAT WERKGEWERS MOET HOU.

Werkgewers moet die rekords hou wat deur subartikel (1) van artikel sewe-en-twintig van die Wet verlang word, soos by regulasie 5 van die regulasies kragtens die Wet voorgeskryf.

17. VRYSTELLING.

Die Minister kan skriftelik aan enigen vrystelling van hierdie Vastelling of enige bepaling daarvan verleen.

No. R. 1823.] [18 November 1966
WAR MEASURES ACT, 1940.

SUSPENSION OF PAYMENT OF COST OF LIVING ALLOWANCES PAYABLE UNDER WAR MEASURE No. 43 of 1942, AS AMENDED.

No. R. 1823.] [18 November 1966.
WET OP OORLOGSMAATREËLS, 1940.

OPSKORTING VAN BETALING VAN LEWENS-KOSTETOELAES BETAALBAAR INGEVOLGE OORLOGSMAATREËL No. 43 VAN 1942, SOOS GEWYSIG.

said regulations in respect of all employees for whom wages are prescribed in clause 3 of the Determination published under Government Notice No. R. 1822 of the 18th November, 1966.

M. VILJOEN,
Minister of Labour.

No. R. 1824.] [18 November 1966.

INDUSTRIAL CONCILIATION ACT, 1956.

ELECTRICAL INDUSTRY (NATAL).

MEDICAL AID FUND AGREEMENT.

I, MARAIS VILJOEN, Minister of Labour, hereby in terms of section 48 (1) (a) of the Industrial Conciliation Act, 1956, declare that all the provisions of the Agreement which appears in the Schedule hereto and which relates to the Electrical Industry shall be binding from the second Monday after the date of publication of this notice and for the period ending the 2nd January, 1968, upon the employers' organisations and the trade unions which entered into the Agreement and upon the employers and employees who are members of the said organisations or unions.

M. VILJOEN,
Minister of Labour.

SCHEDULE.

INDUSTRIAL COUNCIL FOR THE ELECTRICAL INDUSTRY (NATAL).

AGREEMENT

in accordance with the provisions of the Industrial Conciliation Act, 1956, made and entered into between the—

Electrical Engineering and Allied Industries Association; and the

Radio Refrigeration and Electrical Appliance Association of South Africa; and the

Electrical Contractors' Association (South Africa)

(hereinafter referred to as "the employers" or "the employers' organisation"), of the one part, and the

South African Electrical Workers' Association and the Amalgamated Engineering Union

(hereinafter referred to as "the employees" or the trade unions") of the other part,

being parties to the Industrial Council for the Electrical Industry (Natal) (hereinafter referred to as the "Council"), to replace the Agreement published under Government Notice No. R. 2029 of the 24th December, 1965.

1. PERIOD OF OPERATION.

This Agreement shall come into operation on such date as may be fixed by the Minister of Labour in terms of section 48 of the Industrial Conciliation Act, 1956, and shall remain in force until the 2nd January, 1968, or for such period as the Minister may determine.

2. SCOPE OF APPLICATION OF AGREEMENT.

(1) Except as otherwise provided in this clause the terms of this Agreement shall apply to and be observed in the Electrical Industry by all employers and employees who are members of the employers' organisations and trade unions, respectively, who are engaged or employed in—

(a) the operations set forth in paragraphs (a), (b) and (c) of the definition of "Electrical Industry" in clause 3 of this Agreement in the Municipal Areas of Durban and Pietermaritzburg;

(b) the operations set forth in paragraph (d) of the definition of "Electrical Industry" in clause 3 of this Agreement in the Province of Natal and the Magisterial Districts of Bizana, Flagstaff, Lusikisiki, Matatiele, Mount Ayliff (as it existed prior to the publication of Government Notice No. 1287 of the 21st August, 1959), Mount Currie, Tabankulu and Umzimkulu.

(2) The terms of this Agreement shall not apply to employers

van genoemde regulasies op ten opsigte van alle werknemers vir wie lone voorgeskryf word in klousule 3 van die Vasstelling gepubliseer by Goewermentskennisgewing No. R. 1822 van 18 November 1966.

M. VILJOEN,
Minister van Arbeid.

No. R. 1824.] [18 November 1966.

WET OP NYWERHEIDSVERSOENING, 1956.

ELEKTROTEGNIËSE NYWERHEID (NATAL).

MEDIESE HULPFONDSOOREENKOMS.

Ek, MARAIS VILJOEN, Minister van Arbeid, verklaar hierby kragtens artikel 48 (1) (a) van die Wet op Nywerheidsversoening, 1956, dat al die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en op die Elektrotegniese Nywerheid betrekking het, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 2 Januarie 1968 eindig, bindend is vir die werkgewersorganisasies en die vakvereniging wat die Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasies of verenigings is.

M. VILJOEN,
Minister van Arbeid.

BYLAE.

NYWERHEIDSRAAD VIR DIE ELEKTROTEGNIËSE NYWERHEID (NATAL).

OOREENKOMS

ingevolge die bepalings van die Wet op Nywerheidsversoening, 1956, gesluit en aangegaan tussen die

Electrical Engineering and Allied Industries Association; en die

Radio Refrigeration and Electrical Appliance Association of South Africa; en die

Electrical Contractors' Association (South Africa)

(hieronder die "werkgewers" of die "werkgewersorganisasie" genoem), aan die een kant, en die

South African Electrical Workers' Association en die Amalgamated Engineering Union

(hieronder die "werknemers" of die "vakverenigings" genoem), aan die ander kant,

wat die partye is by die Nywerheidsraad vir die Elektrotegniese Nywerheid (Natal) (hieronder die "Raad" genoem), om die Ooreenkoms gepubliseer by Goewermentskennisgewing No. R. 2029 van 24 Desember 1965 te vervang.

1. GELDIGHEIDSDUUR.

Hierdie Ooreenkoms tree in werking op die datum soos deur die Minister van Arbeid ingevolge die bepalings van artikel 48 van die Wet op Nywerheidsversoening, 1956, vasgestel, en bly van krag tot 2 Januarie 1968, of vir die tydperk wat die Minister bepaal.

2. TOEPASSINGSBESTEK VAN OOREENKOMS.

(1) Ondanks andersluidende bepalings in hierdie klousule, is die bepalings van hierdie Ooreenkoms van toepassing op en moet nagekom word in die Elektrotegniese Nywerheid deur alle werkgewers en werknemers wat onderskeidelik lede van die werkgewersorganisasies en die vakverenigings is, wat betrokke is by of in diens is in—

(a) die werksaamhede uiteengesit in paragrafe (a), (b) en (c) van die omskrywing van "Elektrotegniese Nywerheid" in klousule 3 van hierdie Ooreenkoms in die munisipale gebiede van Durban en Pietermaritzburg;

(b) die werksaamhede uiteengesit in paragraaf (d) van die omskrywing van "Elektrotegniese Nywerheid" in klousule 3 van hierdie Ooreenkoms in die Provinsie Natal en die landdrosdistrikte Bizana, Flagstaff, Lusikisiki, Matatiele, Mount Ayliff (soos dit bestaan het vóór die publikasie van Goewermentskennisgewing No. 1287 van 21 Augustus 1959), Mount Currie, Tabankulu en Umzimkulu.

(2) Die bepalings van hierdie Ooreenkoms is nie van toepassing nie op werkgewers en hul werknemers wat saam met die

(3) Notwithstanding the provisions of sub-clause (2), the terms of this Agreement shall apply to employers and employees in respect of any employee who is not covered by, or ceases to be covered by a fund referred to in that sub-clause.

3. DEFINITIONS.

Any expressions used in this Agreement which are defined in the Industrial Conciliation Act, 1956, shall have the same meaning as in that Act, and any reference to an Act shall include any amendments to such Act; further, unless inconsistent with the context—

“Apprentice” means an employee serving under a written contract of apprenticeship recognised by the Council or a contract of apprenticeship registered under the Apprenticeship Act, 1944, or employed under any pre-apprenticeship arrangement;

“Board of Management” or “Board” means the Board established in terms of the Constitution of the Electrical Industry (Natal) Medical Aid Fund;

“dependant” means any person registered as such with the Electrical Industry (Natal) Medical Aid Fund in accordance with clause 8 of this Agreement;

“employee” means an employee employed on any class of work scheduled at not less than Rate 7 in the Agreement published under Government Notice No. R. 2033 of the 24th December, 1965, and includes all apprentices;

“employer” means an employer as defined in the Industrial Conciliation Act who is required to observe this Agreement;

“establishment” means any premises wherein or whereon the Industry, or part thereof, as herein defined, is carried on;

“Electrical Industry” or “Industry” means the industry in which employers and employees are associated for any or for all the following:—

- (a) The design, preparation, erection, installation, repair and maintenance of all electrical equipment, forming an integral and permanent portion of buildings, including any wiring, cable jointing and laying, electrical overhead line construction and all other operations incidental thereto whether the work is performed, the material is prepared on the site of the buildings or structures or elsewhere;
- (b) the design, preparation, erection, installation, repair and maintenance of all electrical equipment incidental to the purpose for which a building is used, including any wiring, cable jointing and laying, electrical overhead line construction, and all other operations incidental thereto whether the work is performed, the material is prepared on the site of the buildings or structures or elsewhere;
- (c) the design, preparation, erection, installation, repair and maintenance of all electrical equipment incidental to the construction, alteration, repair and maintenance of buildings, including any wiring, cable jointing and laying, electrical overhead line construction, and all other operations incidental thereto, whether the work is performed, the material is prepared on the site of the buildings or structures or elsewhere;
- (d) the design, preparation, erection, installation, repair and maintenance of electrical equipment not covered by (a), (b) or (c) above, including any wiring, cable jointing and laying, electrical overhead line construction, and all other operations incidental thereto;

and for the purpose of this definition “electrical equipment” shall include—

- (i) electrical cables and overhead lines;
- (ii) generators, motors, converters, switch and control gear (including relays, contactors, electrical instruments and equipment associated therewith), electrical lighting, heating, cooking, refrigeration and cooling equipment, air-conditioning units, domestic electrical equipment, primary and secondary cells and batteries, transformers, furnace equipment, radio sets and allied electrical apparatus, signalling equipment and other equipment utilising the principles used in the operation of radio or electronic equipment;

and, further for the purposes of this definition “design, preparation, erection, installation, repair and maintenance” shall not include—

- (i) the manufacture and/or assembly of the aforementioned equipment or component parts thereof;
- (ii) the wiring of or installation in motor vehicles of lighting, heating or other equipment or fixtures whether

(3) Ondanks die bepalings van subklousule (2), is die bepalings van hierdie Ooreenkoms van toepassing op werkgewers en werknemers ten opsigte van enige werknemer wat nie gedek word deur die fonds wat in daardie subklousule bedoel word nie, of wat ophou om daardeur gedek te word.

3. WOORDOMSKRYWINGS.

Alle uitdrukkings wat in hierdie Ooreenkoms gebesig is in die Wet op Nywerheidsversoenings, 1956, omskryf word, het dieselfde betekenis as in dié Wet en alle verwysings na 'n wet omvat ook alle wysigings van sodanige wet; voorts tensy onbestaanbaar met die sinsverband, beteken—

“vakleerling” ’n werknemer in diens kragtens ’n skriftelike leerlingskontrak wat deur die Raad erken word of ’n leerlingskontrak geregistreer ingevolge die Wet op Vakleerlinge, 1944, of in diens kragtens reëlings wat getref is voordat die persoon ’n vakleerling geword het;

“Bestuursraad” of “Raad”, die Raad wat ingestel is ooreenkomstig die Konstitusie van die Mediese Hulpfonds vir die Elektrotegniese Nywerheid (Natal);

“afhanklike” enige persoon wat as sodanig by die Mediese Hulpfonds vir die Elektrotegniese Nywerheid ooreenkomstig klousule 8 van hierdie Ooreenkoms geregistreer is;

“werknemer” ’n werknemer wat werk doen in verband met alle klasse werk wat minstens teen Tarief 7 in die Ooreenkoms, gepubliseer by Goewermentskennisgewing No. R. 2033 van 24 Desember 1965 besoldig word en omvat alle vakleerlinge;

“werkgewer” ’n werkgewer soos omskryf in die Wet op Nywerheidsversoenings van wie daar vereis word om hierdie Ooreenkoms na te kom;

“bedryfsinrigting” alle persele waarin of waarop die Nywerheid, of ’n gedeelte daarvan, soos hierin omskryf, beoefen word;

“Elektrotegniese Nywerheid” of “Nywerheid” die nywerheid waarin werkgewers en werknemers met mekaar geassosieer is vir sommige van of al die volgende aktiwiteite:—

- (a) Die ontwerp, voorbereiding, oprigting, installering, herstel en instandhouding van alle elektriese uitrusting wat ’n integrerende en permanente deel van geboue uitmaak, en omvat dit alle bedrading, kabellaskwerk en kabellegging, elektriese bopgrondse lynkonstruksie en alle ander aktiwiteite wat daarmee gepaard gaan, hetsy die werk verrig word of die materiaal op die perseel van die geboue of bouwerke voorberei word, of elders;
- (b) die ontwerp, voorbereiding, oprigting, installering, herstel en instandhouding van alle elektriese uitrusting wat nodig is vir die doel waarvoor ’n gebou gebruik word, met inbegrip van alle bedrading, kabellaskwerk en kabellegging, elektriese bopgrondse lynkonstruksie en al die ander aktiwiteite wat daarmee gepaard gaan hetsy die werk verrig word of die materiaal op die perseel van die geboue of bouwerke voorberei word, of elders;
- (c) die ontwerp, voorbereiding, oprigting, installering, herstel en instandhouding van elektriese uitrusting wat gepaard gaan met die konstruksie, wysiging, herstel en instandhouding van geboue, met inbegrip van alle bedrading, kabellaskwerk en kabellegging, elektriese bopgrondse lynkonstruksie en al die ander aktiwiteite wat daarmee gepaard gaan, hetsy die werk verrig word of die materiaal op die perseel van die geboue of bouwerke voorberei word, of elders;
- (d) die ontwerp, voorbereiding, oprigting, installering, herstel en instandhouding van elektriese uitrusting wat nie deur (a), (b) of (c) hierbo gedek word nie, met inbegrip van alle bedrading, kabellaskwerk en kabellegging, elektriese bopgrondse lynkonstruksie en al die ander aktiwiteite wat daarmee gepaard gaan;

en vir die toepassing van hierdie omskrywing, omvat “elektriese uitrusting”—

- (i) elektriese kables en bopgrondse lyne;
- (ii) ontwikkelers, motore, konvertors, skakel- en kontrole-uitrusting (met inbegrip van relés, kontakters, elektriese instrumente en uitrusting wat daarmee in verband staan), elektriese verligtings-, verhitings-, kook-, bevroings- en verkoelingsuitrusting, lugversorgings-eenhede, huishoudelike elektriese uitrusting, primêre en sekondêre selle en batterye, transformators, oonduitrusting, radiotoestelle en verwante elektroniese apparaat, seinuitrusting en ander uitrusting wat die beginsels toepas wat gebruik word in die bediening van radio- en elektroniese uitrusting;

en voorts vir die toepassing van hierdie woordskrywing, omvat “ontwerp, voorbereiding, oprigting, installering, herstel en instandhouding” nie—

- (i) die vervaardiging en/of montering van bogenoemde uitrusting of onderdele daarvan nie;
- (ii) die bedrading van of installering in motorvoertuie van

4. ESTABLISHMENT OF THE FUND.

(1) A Medical Aid Fund which shall be known as "the Electrical Industry (Natal) Medical Aid Fund" (hereinafter referred to as "the Fund") is hereby established in terms of this Agreement. This Fund shall be the successor to the Medical Aid Fund established in terms of the Agreement published under Government Notice No. R. 2029 of the 24th December, 1965.

(2) The Fund shall consist of—

- (a) moneys collected in terms of the Agreement published under Government Notice No. R. 2029 of the 24th December, 1965;
- (b) moneys accruing from contributions as prescribed in clause 9 of this Agreement;
- (c) interest received from investments.

5. OBJECTS OF THE FUND.

The Fund shall have as its objects—

- (a) to establish, organise and provide medical aid benefits for the employees and/or the dependants of employees in the Electrical Industry, for which purpose the Fund may receive moneys payable by premiums, contributions, donations or otherwise;
- (b) to enter into arrangements if deemed necessary by way of contract or contracts with medical practitioners, specialists, hospitals, nursing homes or any organisation providing medical, medicines or pharmaceutical services, registered insurance company or companies or any organisation engaged in providing similar benefits;
- (c) to enter into reciprocal arrangements with similar funds;
- (d) to do or perform all such lawful acts, deeds or things or functions as may be incidental or conducive to the attainment of the above objects or any of them.

6. MEMBERSHIP.

(1) The membership of the Fund shall comprise scheduled employees and unscheduled employees for whom contributions to the Fund are made in terms of clause 9 of this Agreement.

(2) All scheduled employees shall be members of the Fund and unscheduled employees may be admitted to membership of the Fund at the discretion of the Board of Management.

For purposes of this clause and of clause 9 of this Agreement—
"scheduled employees" shall be employees as defined in clause 3 of this Agreement (Definitions);

"unscheduled employees" shall be persons other than those referred to as "scheduled employees", who are directly engaged or employed in or in connection with the Industry and employees of the trade unions and employer organisations which are parties to this Agreement.

(3) Notwithstanding the provisions of sub-clause (1) and (2) a member, on retirement, who elects to continue participating in the Fund, may do so provided he contributes monthly in advance, an amount equal to the employee and employer contributions prescribed in clause 9 (1) and (3).

(4) The provisions of the Agreement shall be deemed to apply *mutatis mutandis* to those persons admitted in terms of sub-clause (3) and to those admitted as "unscheduled employees".

7. TERMINATION OF MEMBERSHIP.

(1) The Board of Management or any committee exercising such powers delegated to it by the Board shall have the right to terminate the membership of a member who is of unsober, intemperate or immoral habits, provided that such decision shall be based on substantiating evidence from a registered medical practitioner.

(2) Termination of membership in pursuance of clause (1) shall take effect as from the date on which notification, in writing, to this effect is given by the Secretary of the Fund to the member concerned. Claims for benefits which have accrued up to that date shall be paid by the Fund but no claim subsequent to the date of such notification shall be entertained.

(3) There shall be a right of appeal to the Board of Management from any decision of a committee of the Fund in pursuance of sub-clause (1). The Board of Management shall hear the appeal and may make such investigations and call for such evidence as it may deem fit and shall make a decision which shall be final.

(4) Membership of the Fund shall terminate—

- (a) directly a member ceases to be employed and/or engaged in the Industry, provided that a member who has made contributions for thirteen consecutive weeks immediately prior to unemployment shall, without the payment of contributions, be deemed to be a member of the Fund for a period of two calendar months from the date of termination of employment in the Industry;
- (b) In the case of all members, who, after having received

4. DIE INSTELLING VAN DIE FONDS.

(1) 'n Mediese Hulpfonds wat as die "Mediese Hulpfonds vir die Elektrotegniese Nywerheid (Natal)" bekend staan (hieronder die "Fonds" genoem) word hierby, kragtens hierdie Ooreenkoms, ingestel. Hierdie Fonds kom in die plek van die Mediese Hulpfonds wat ingevolge die Ooreenkoms, gepubliseer by Goewermentskennisgewing No. R. 2029 van 24 Desember 1965, ingestel is.

(2) Die Fonds bestaan uit—

- (a) gelde ingesamel ingevolge die Ooreenkoms wat by Goewermentskennisgewing No. R. 2029 van 24 Desember 1965 gepubliseer is;
- (b) gelde wat ooploop uit bydraes soos omskryf in klousule 9 van hierdie Ooreenkoms;
- (c) rente wat op beleggings ontvang word.

5. DOELSTELLING VAN DIE FONDS.

Die Fonds het as doelstellinge:—

- (a) Die instelling, organiseren en voorsiening van mediese bystandvoordele vir die werknemers en/of afhanklikes van werknemers in die Elektrotegniese Nywerheid, vir welke doel die Fonds geld, betaalbaar deur premies, bydraes, donasies of andersins, kan ontvang;
- (b) om, indien nodig, deur middel van 'n kontrak of kontrakte, reëlings met mediese praktisyns, spesialiste, hospitale, verpleeginrigtings of enige organisasie wat geneeskundige of artsenykundige dienste of medisyne lewer, 'n geregistreerde versekeringsmaatskappy of -maatskappye of enige organisasie wat te doen het met die lewering van soortgelyke voordele, aan te gaan;
- (c) om wederkerige reëlings met soortgelyke fondse aan te gaan;
- (d) om allerlei wettige handelinge, dade of dinge, of funksies te doen of uit te voer wat in verband staan met, of bevorderlik is vir die bereiking van bogenoemde doelstellinge of enige daarvan.

6. LIDMAATSKAP.

(1) Lidmaatskap van die Fonds omvat ingelyste en oningelyste werknemers vir wie bydraes tot die Fonds ingevolge klousule 9 van hierdie Ooreenkoms gemaak word.

(2) Alle ingelyste werknemers is lede van die Fonds en oningelyste werknemers kan na goedvinde van die Bestuursraad tot lidmaatskap van die Fonds toegelaat word.

Vir die toepassing van hierdie klousule en klousule 9 van hierdie Ooreenkoms is—

"ingelyste werknemers" werknemers soos in klousule 3 van hierdie Ooreenkoms omskryf (Woordomskrywings);

"oningelyste werknemers" persone, uitgesonderd diegene bedoel onder "ingelyste werknemers", wat direk of in verband met die Nywerheid werksaam is of in diens geneem is, en werknemers van die Vakverenigings en Werkgewersorganisasies wat partye by hierdie Ooreenkoms is.

(3) Ondanks die bepalings van subklousules (1) en (2) kan 'n lid wat by aftrede verkies om 'n lid van die Fonds te bly, dit doen, met dien verstande dat hy maandeliks vooruit 'n bedrag gelykstaande aan die bydraes van die werknemer en werkgever soos in klousule 9 (1) en (3) voorgeskryf, bydra.

(4) Die bepalings van die Ooreenkoms word geag *mutatis mutandis* van toepassing te wees op persone wat ingevolge subklousule (3) en op diegene wat as "oningelyste werknemers" toegelaat is.

7. BEÏNDIGING VAN LIDMAATSKAP.

(1) Die Bestuursraad of enige komitee wat sodanige bevoegdheid wat deur die Raad aan hom opgedra is, uitoefen, het die reg om die lidmaatskap van 'n lid wat dranklustige, onmatige of onsedelike gewoontes het, te beëindig; met dien verstande dat die besluite gebaseer word op stawende getuienis van 'n geregistreerde mediese praktisyn.

(2) Die beëindiging van lidmaatskap ingevolge subklousule (1), tree in werking met ingang van die datum waarop die Sekretaris van die Fonds die betrokke lid skriftelik te dien effekte in kennis stel. Die Fonds betaal eise om voordele wat tot op daardie datum oopgehoop het, uit, maar oorweeg geen eis na die datum van kennisgewing nie.

(3) Daar is 'n reg van appél na die Bestuursraad oor enige beslissing van 'n komitee van die Fonds ingevolge subklousule (1). Die Bestuursraad moet die appél aanhoor, en kan na goedvinde ondersoek instel en getuienis aanhoor en tot 'n finale besluit geraak.

(4) Lidmaatskap van die Fonds word beëindig—

- (a) sodra 'n lid nie meer in diens staan van, en/of verbonde is aan die nywerhede nie, met dien verstande dat 'n lid wat bydraes vir dertien agtereenvolgende weke net vóór sy werkloosheid betaal het, sonder betaling van bydraes, as 'n lid van die Fonds geag word vir 'n tydperk van twee kalendermaande met ingang van die datum van beëindiging van diens in die nywerhede;
- (b) in die geval van alle lede wat, nadat hulle voordele vir

(c) in the event of the liquidation of the Fund in terms of clause 15 of this Agreement;

(5) Any member whose membership of the Fund has been terminated shall forfeit all claims on the Fund, and, if re-admitted to membership, shall be regarded as an entirely new member unless otherwise decided by the Board of Management.

8. DEPENDANTS.

(1) The dependants of members shall be eligible for benefits in terms of clause 10 hereof, and, for the purpose of this clause dependants shall mean any persons declared by any members on the official application form for benefits under the Fund to be a dependant, and, upon the production of certified proof, shall be limited to the following:—

- (i) (a) The legal wife of a member in respect of whom a marriage certificate shall be produced;
- (b) any legitimate child, stepchild or legally adopted child of a member under the age of 18 years in respect of whom a birth certificate or adoption papers respectively shall be produced; provided, however, that a child under the age of 18 years but over the age of 16 years who has left school and who is earning R40 per month or more shall not be eligible for acceptance or continuance as a dependant;
- (c) any legitimate child, stepchild or legally adopted child of a member over the age of 18 years of age but under the age of 21 years of age, in respect of whom a birth certificate or adoption papers respectively shall be produced who is totally incapacitated by reason of accident, disease or ill-health and who is dependant upon the member for support and maintenance; provided that such total incapacity shall have occurred after the date of coming into operation of the Agreement;
- (ii) any other persons as may be approved by the Board of Management.

(2) The provisions of the Rules of the Fund shall *mutatis mutandis* apply in respect of all dependants.

9. CONTRIBUTIONS.

(1) Contributions shall be made by the employers and employees as from the date of coming into operation of this Agreement as hereinafter provided. From the wages of each employee the employer shall deduct 45 cents per week including weeks in which the employee is on paid holiday.

(2) Contributions in accordance with sub-clause (1) may be deducted from the wages of unscheduled employees at their written request.

(3) To the amounts deducted in terms of sub-clause (1) and (2), the employer shall add an equal amount and forward the total sum for each month to the Council, together with a statement in such form as may from time to time be prescribed. The amount payable each month in terms of this clause shall be forwarded to the Secretary of the Council, P.O. Box 722, Durban, by not later than the 15th day of the month immediately following.

10. BENEFITS.

(1) Subject to the provisions of the Rules of the Fund, a member shall be entitled to claim the following benefits from the Fund in respect of medical services—

- (a) in the case of a member, payment of expenses not exceeding an amount of R500 in the aggregate in each cycle of 52 weeks of contributory service of a member;
- (b) in the case of the dependants of any member as provided for in clause 8 hereof, payment of expenses not exceeding R300 in the aggregate in each cycle of 52 weeks of contributory service of the member.

(2) A member and his dependants who claim no benefits within any period of three successive periods of 52 weeks referred to above shall be entitled to payment of expenses during the 52 weeks succeeding the claim free periods to the extent of a further 25 per cent added to the amounts specified in sub-clauses (1) (a) and (b) of this clause.

(3) Notwithstanding the provisions of this clause, no member shall be entitled to benefits unless he is in possession of a Membership Book and has made contributions to the Fund for at least thirteen consecutive weeks; provided that where a member ceases to be employed in the Industry other than in the case of unemployment in terms of clause 7 (4) (a), his membership of the Fund for purposes of benefits shall be deemed to recommence after he has made contributions for at least thirteen consecutive weeks from his date of re-employment in the Industry.

(4) The Board of Management in its entire discretion, notwithstanding the provisions of the Rules may make *ex gratia* payments to members and their dependants depending on the special

(c) in die geval van die likwidasië van die Fonds ooreenkomstig klousule 15 van hierdie Ooreenkoms.

(5) 'n Lid van wie die lidmaatskap van die Fonds beëindig is, verbeur alle aanspraak op die Fonds, en, indien lidmaatskap weer toegestaan word, word hy as 'n algehele nuwe lid geag, tensy die Bestuursraad anders besluit.

8. AFHANKLIKES.

(1) Die afhanklikes van lede kom in aanmerking vir voordele ingevolge klousule 10 hiervan, en vir die toepassing van hierdie klousule, beteken afhanklike 'n persoon wat deur 'n lid op die amptelike aansoekvorm om voordele van die Fonds, as afhanklike verklaar word en, word by lewering van 'n gesertifiseerde bewys, tot die volgende beperk:—

- (i) (a) Die wettige vrou van 'n lid, vir wie 'n huweliksertifikaat voorgelê moet word;
- (b) 'n wettige kind, stiefkind of wettig aangenome kind van 'n lid, onder die leeftyd van 18 jaar, vir wie 'n geboortesertifikaat of dokumente van aanneming onderskeidelik voorgelê moet word; met dien verstande egter dat 'n kind onder die leeftyd van 18 jaar, maar bo die leeftyd van 16 jaar, wat die skool verlaat het en R40.00 of meer per maand verdien, nie in aanmerking kom vir aanvaarding as 'n afhanklike of kan voortgaan om as 'n afhanklike beskou te word nie;
- (c) 'n wettige kind, stiefkind of wettig aangenome kind van 'n lid, bo die leeftyd van 18 jaar maar onder die leeftyd van 21 jaar, vir wie 'n geboortesertifikaat of dokumente van aanneming onderskeidelik voorgelê moet word, wat as gevolg van 'n ongeluk, siekte of swak gesondheid algeheel onbevoeg is, en van die lid vir sorg en onderhoud afhanklik is; met dien verstande dat so 'n algehele onbevoegdheid na die datum waarop die Ooreenkoms in werking getree het, voorkom;

(ii) enige ander persoon wat die Bestuursraad goedkeur.

(2) Die bepalinge van die reëls is *mutatis mutandis* van toepassing ten opsigte van alle afhanklikes.

9. BYDRAES.

(1) Bydraes moet deur werkgewers en werknemers betaal word van die datum af waarop hierdie Ooreenkoms in werking tree, soos hieronder bepaal word. Die werkgewer moet weekliks, met inbegrip van die weke wanneer die werknemer met verlof met besoldiging is, 45 sent van die loon van elke werknemer aftrek.

(2) Bydraes ooreenkomstig subklousule (1) kan van die lone van oningelyste werknemers afgetrek word indien hulle skriftelik daarom aansoek doen.

(3) By die bedrae wat ooreenkomstig die bepalinge van subklousules (1) en (2) afgetrek word, moet die werkgewer 'n gelyke bedrag voeg en die volle som vir elke maand aan die Raad stuur saam met 'n staat in die vorm wat van tyd tot tyd voorgeskryf word. Die bedrag wat elke maand ingevolge die bepalinge van hierdie klousule betaalbaar is, moet die Sekretaris van die Raad, Posbus 722, Durban maandeliks voor of op die 15de dag van die maand wat onmiddellik daarop volg, gestuur word.

10. VOORDELE.

(1) Behoudens die bepalinge van die reëls van die Fonds, is 'n lid daarop geregtig om die volgende voordele van die Fonds te eis ten opsigte van mediese dienste:—

- (a) In die geval van 'n lid, betaling van onkoste wat nie die totale bedrag van R500.00 gedurende elke tydkring van 52 weke bydraende diens van die lid te bowe gaan nie;
- (b) in die geval van afhanklikes van 'n lid soos bepaal in klousule 8 hiervan, betaling van onkoste wat nie die totale bedrag van R300.00 gedurende elke tydkring van 52 weke bydraende diens van die lid te bowe gaan nie.

(2) 'n Lid en sy afhanklikes wat geen voordele binne 'n tydperk van drie agtereenvolgende tydkringe van 52 weke soos hierbo bedoel, eis nie, is geregtig op betaling van onkoste tydens die 52 weke wat volg op die geen-eis-tydkringe; ten bedrae van 'n verdere 25 persent wat by die bedrae genoem in subklousule (1) (a) en (b) van hierdie klousule gevoeg is.

(3) Ondanks die bepalinge van hierdie klousule, is geen lid op voordele soos bepaal deur hierdie reëls geregtig nie, tensy hy 'n lidmaatskapboek het en bydraes tot die Fonds vir minstens 13 agtereenvolgende weke gemaak het; met dien verstande dat wanneer 'n lid nie langer in diens van die Nywerheid is nie, anders as in die geval van werkloosheid ooreenkomstig klousule 7 (4) (a), word hy weer as lid van die Fonds met die oog op voordele beskou, as hy bydraes vir minstens 13 agtereenvolgende weke van die datum van sy herindiensneming deur die Nywerheid betaal het.

(4) Die Bestuursraad kan na volkome goedvinde, ondanks die bepalinge van die reëls, *ex gratia*-uitbetalings aan lede en/of afhanklikes maak op grond van die spesiale omstandighede

persons nominated by the trade unions) in accordance with the Rules of the Fund which shall *inter alia* prescribe—

- (a) the Fund's benefits and the qualification attaching thereto;
- (b) the procedure for lodging and payment of claims;
- (c) any other matter which the Board of Management may decide.

(2) The Board of Management (hereinafter referred to as "the Board") shall have power to make and alter rules governing the administration of the Fund. Copies of the Rules and any amendments thereto, which shall not be inconsistent with this Agreement or any Act, shall be lodged with the Secretary for Labour.

(3) The Board shall appoint a Secretary who shall be known as the Secretary of the Fund, and such other staff as may be necessary for the proper administration of the Fund.

(4) The Board may refuse and/or withhold any or all benefits from any member and/or his dependants who, in its opinion has acted in a manner calculated or reasonably likely to injure the interests of the Fund or its members; provided that such member shall be given the opportunity of submitting an appeal against the decision of the Board to the Council whose decision shall be final.

(5) Any disputes concerning the interpretation, meaning or intention of any of the provisions of this Agreement or concerning the administration of the Fund, which the Board is unable to settle, shall be referred to the Council for decision.

(6) If at any time the amount to the credit of the Fund drops below R1,000 payment shall cease and shall not be resumed until the amount to the credit of the Fund exceeds R5,000, provided that upon payments being resumed claims made during such period of suspension shall be met in the order in which they were received.

(7) All expenses incurred in connection with the administration of the Fund shall be charged to the Fund.

12. INDEMNITY.

The members of the Board and the officers and employees of the Fund shall not be liable for the debts and liabilities of the Fund and they are hereby indemnified by the Fund against all losses and expenses incurred by them in or about the bona fide discharge of their duties.

13. FINANCIAL CONTROL.

(1) All moneys received on account of the Fund shall be paid into a bank or banks and all cheques drawn against the Fund shall be signed by two persons as may be appointed by the Board.

(2) In respect of all moneys not immediately required to meet the current charges upon the Fund, the Board may invest such moneys as it may from time to time determine as follows:—

- (a) in fixed deposits or savings accounts of any bank or building society governed by the laws of the Republic of South Africa;
- (b) in bills, bonds, certificates, debentures or stock issued or guaranteed by the Government of the Republic of South Africa;
- (c) in deposits in the Republic of South Africa Post Office Savings Bank;
- (d) in stock of, or in loans to any local authority in the Republic incorporated or constituted by or under any general or special statute, ordinance or statutory enactment;
- (e) in debentures or stock of any waterworks, electricity supply corporation or a similar corporation created by special legislative enactments within the Republic of South Africa;
- (f) in building society shares or preference shares of any company quoted on the Johannesburg Stock Exchange;
- (g) in the purchase of immovable property, including the purchase of land and the erection of building thereon;
- (h) in first mortgage upon immovable property in the Republic of South Africa or participation in such mortgage bonds on conditions laid down by the Board from time to time. No moneys shall be advanced on the security of immovable property, which is subject to a prior mortgage bond unless such prior mortgage bond is in favour of the Fund, provided always that the total of the loan shall not exceed 75 per cent of the market value of the property concerned, as determined by a sworn appraiser.

(3) The Board may obtain an overdraft from a bank or borrow from other parties on such terms as may be agreed upon such sum as may be approved from time to time by the Board for the purpose of acquiring the money necessary for any purpose of the Fund.

sonne wat deur die Vakverenigings benoem is), ooreenkomstig die reëls van die Fonds geadminestreer word, wat onder andere die volgende bepaal:—

- (a) Die Fonds se voordele en die vereistes daarvoor;
- (b) die prosedure in verband met die indien en uitbetaling van eise;

(c) enige ander aangeleentheid waaroor die Bestuursraad besluit.

(2) Die Bestuursraad (hieronder die "Raad" bedoel) beskik oor die bevoegdheid om reëls vir die administrasie van die Fonds te maak en te wysig. Kopieë van die reëls en alle wysigings daaraan wat nie onbestaanbaar met hierdie Ooreenkoms of 'n wet is nie, moet by die Sekretaris van Arbeid ingedien word.

(3) Die Raad moet 'n sekretaris aanstel, wat as die Sekretaris van die Fonds bekend staan, asook ander personeel wat nodig is vir die behoorlike administrasie van die Fonds.

(4) Die Raad kan enige of alle voordele aan enige lid en/of sy afhanklikes weier en/of onthou, wat volgens sy mening so opgetree het, dat hy die belange van die Fonds of sy lede berekende of redelik moontlike skade aangedoen het; met dien verstande dat so 'n lid die geleentheid gebied word om 'n beroep teen die besluit van die Raad aan die Nywerheidsraad voor te lê, wie se uitspraak beslissend is.

(5) Alle geskille aangaande die vertolking, betekenis of bedoeling van enige bepaling van hierdie Ooreenkoms, of aangaande die administrasie van die Fonds, wat die Raad nie kan skik nie, moet na die Nywerheidsraad vir beslissing verwys word.

(6) As die bedrag in die krediet van die Fonds te enige tyd tot minder as R1,000.00 daal, moet uitbetaling gestaak en nie hervat word totdat die bedrag in die krediet van die Fonds R5,000.00 te bowe gaan nie, met dien verstande dat, nadat uitbetalings hervat is, eise wat tydens sodanige tydperk ingestel is, in volgorde van ontvangs daarvan betaal word.

(7) Alle uitgawes wat aangegaan word in verband met die administrasie van die Fonds, word deur die Fonds gedra.

12. VRYWARING.

Die Raadslede, beamptes en werknemers van die Fonds is nie verantwoordelik vir die skulde en laste van die Fonds nie, en hierby word hulle deur die Fonds gevrywaar teen alle verliese en uitgawes deur hulle aangegaan tydens of in verband met die bona fide-uitvoering van hul pligte.

13. FINANSIËLE BEHEER.

(1) Alle gelde wat ten behoeve van die Fonds ontvang word, moet by 'n bank of banke inbetaal word en alle tjeks wat op die Fonds getrek word, moet deur twee persone wat deur die Raad aangestel is, onderteken word.

(2) Die Raad kan alle gelde wat nie onmiddellik benodig word om die lopende koste van die Fonds te dek nie, soos hy van tyd tot tyd besluit, soos volg belê:—

- (a) in vaste deposito's of in spaarrekenings in enige bank of bougenootskap wat deur die wette van die Republiek van Suid-Afrika beheer word;
- (b) in wissels, sertifikate, skuldbriewe of effekte deur die Regering van die Republiek van Suid-Afrika uitgereik of gewaarborg;
- (c) in deposito's in die Posspaarbank van die Republiek van Suid-Afrika;
- (d) in effekte van, of in lenings aan 'n plaaslike owerheid in die Republiek wat met regs persoonlikheid beklee is of in die lewe geroep is deur 'n algemene of spesiale wet, ordonansie of statutêre bepaling;
- (e) in skuldbriewe of effekte van enige waterwerke, 'n elektrisiteitsvoorsiëningskorporasie of enige ander korporasie wat deur spesiale wetsbepalings in die lewe geroep is binne die Republiek van Suid-Afrika;
- (f) in bougenootskapaandeel van voorkeuraandeel van 'n maatskappy wat op die Johannesburgse aandelebeurs genoteer word;
- (g) in die aankoop van vaste eiendom, insluitende die aankoop van grond en die oprigting van geboue daarop;
- (h) in eerste verbande op vaste eiendom in die Republiek van Suid-Afrika of deelname aan sodanige verbande op voorwaardes wat die Raad van tyd tot tyd voorskryf. Geen gelde word voorgesket, met vaste eiendom wat alreeds onder verband staan as sekuriteit nie, tensy die vorige verband ten gunste van die Fonds is nie, altyd met dien verstande dat die bedrag van die lening nie 75 persent van die markwaarde van die betrokke eiendom, soos deur 'n beëdigde waardeerder vasgestel, te bowe gaan nie.

(3) Die Raad kan 'n bankoortrekkings aangaan of van ander partye, op voorwaardes waarop daar ooreengekom word, dié bedrag leen, wat die Raad van tyd tot tyd goedkeur, met die doel om die geld wat nodig is vir enige doel van die Fonds te verkry.

(4) Alle sekuriteite, verbande, transportaktes en ander doku-

(5) The Board shall cause full and true accounts of the Fund to be kept, such accounts to be balanced and audited by a public accountant as at the 31st December of each year.

(6) The Board shall present an annual report on the working of the Fund, together with a copy of the Auditor's report and balance sheet of the Fund and a statement of the revenue and expenditure for the financial year ending each 31st of December which shall be posted annually as soon as available to the Secretary for Labour and the parties to this Agreement and published for the information of the employers and members by such means as the Board may, from time to time, determine.

(7) The Board shall keep such records of the Fund as shall enable an actuarial valuation to be made at any time; such records shall give such other particulars and information as the Board may consider desirable. The result of any actuarial valuation shall be embodied in a report which shall be submitted to the Board. The parties to the Agreement shall be provided with a copy of such report(s).

(8) The Board shall also publish for the information of employers and members particulars of the report referred to in sub-clause (7) or a summary thereof in such form and by such means as the Board may determine.

(9) The expenses in connection with or incidental to the inauguration of the Fund or the management or administration of the Fund and to the investment thereof including the cost of audit and actuarial investigation, shall be borne by the Fund.

(10) All contracts entered into by the Fund and binding the Fund shall be entered into by the Board and all documents in respect thereof shall be signed by not less than two members of the Board duly authorised by the Board.

(11) Any profits or losses entailed in the realisation of investments of the Fund shall be to the credit or debit of the Fund, as the case may be.

14. EXPIRY OF THE AGREEMENT.

(1) Any Agreement declared by the Minister to be binding in terms of section 48 of the Industrial Conciliation Act, 1956, replacing or succeeding this Agreement, may make provision for the continuity and administration of the Fund.

(2) Should this Agreement expire by effluxion of time or any other reason the Fund shall continue to be administered by the Board of Management last in office until it be either dealt with in terms of clause 15 or is transferred by the Council to any other Fund constituted for the same purpose as that for which this Fund was created.

(3) In the event of the dissolution of the Council or in the event of it ceasing to function in terms of section 34 (2) of the Act during any period within which this Agreement is binding, the Board of Management shall continue to administer the Fund and the members of such Board at the date on which the Council ceases to function or is dissolved shall be deemed to be members thereof for such purpose, provided, however, that any vacancies occurring on such Board may be filled by the Registrar from employers or employees in the Electrical Industry (Natal) to ensure an equality of employer and employee representatives and alternates in the membership of the Committee.

(4) In the event of the Board of Management being unable or unwilling to discharge its duties or a deadlock arising thereon which renders the administration of the Fund impracticable or undesirable in the opinion of the Registrar, he may appoint a trustee or trustees to carry out the duties of such Board of Management and who shall possess all the powers of such Board for the purpose.

15. LIQUIDATION.

Upon expiry of the Agreement by effluxion of time or any other reason and unless within 2 years it is renewed or replaced by another Agreement perpetuating the Fund or if the Fund is not transferred by the Council to any other Fund constituted for the same purpose in accordance with the provisions of clause 14, within the said period of 2 years the Fund shall be liquidated. Upon liquidation of the Fund the moneys remaining to the credit of the Fund after the payment of all claims against the Fund including administration and liquidation expenses shall be equally apportioned between the employers organisations and the trade unions. The Fund shall be liquidated by the Board of Management functioning in terms of clause 14 or the trustees appointed in terms of the said clause as the case may be.

16. BENEFITS INALIENABLE.

(1) The benefits provided by the Fund are not transferable and any member who attempts to assign, transfer, cede, pledge or hypothecate his rights shall forthwith cease to be entitled to any benefits whatsoever and membership of the Fund in respect of himself and his dependants shall be terminated.

(5) Die Raad moet volledige en ware rekeninge van die Fonds laat hou en sodanige rekeninge moet gebalanseer en deur 'n openbare rekenmeester geouditeer word soos dit staan op 31 Desember van elke jaar.

(6) Die Raad moet 'n jaarverslag oor die werking van die Fonds tesame met die kopie van die ouditeur se verslag en 'n balansstaat van die Fonds en 'n inkomste-en-uitgawerekening vir die boekjaar wat op elke 31 Desember eindig, voorleë, wat jaarliks, sodra dit beskikbaar is, aan die Sekretaris van Arbeid en die partye van hierdie Ooreenkoms geos en vir die inligting van die werkgewers en lede, op sodanige wyse wat die Raad van tyd tot tyd bepaal, gepubliseer moet word.

(7) Die Raad moet sodanige rekords van die Fonds hou sodat 'n aktuariële waardering te enige tyd gemaak kan word; dié state moet ook enige ander besonderhede en inligting bevat wat die Raad wenslik ag. Dit uitslag van 'n aktuariële waardering moet in 'n verslag saamgevat en aan die Raad voorgelê word. Die partye betrokke by die Ooreenkoms moet van 'n kopie van sodanige verslag (verslae) voorsien word.

(8) Die Raad moet ook vir die inligting van werkgewers en lede, besonderhede oor die verslag in subklousule (7) bedoel, of 'n opsomming daarvan, in so 'n vorm en op so 'n wyse publiseer soos deur die Raad besluit.

(9) Die uitgawes in verband met, of meegebring deur die instelling van die Fonds, of deur die bestuur of administrasie van die Fonds, en deur die belegging daarvan, insluitende die koste van audit en aktuariële ondersoek, moet deur die Fonds gedra word.

(10) Alle kontrakte wat die Fonds aangaan en wat die Fonds bind, moet deur die Raad aangegaan word, en alle dokumente in verband daarmee, moet deur nie minder nie as twee lede van die Raad, wat behoorlik deur die Raad gemagtig is, onderteken word.

(11) Alle winste of verliese wat voortspruit uit die realisasie van beleggings van die Fonds, moet aan die Fonds gekrediteer of gedebiteer word, na gelang van die geval.

14. VERSTRYKING VAN DIE OOREENKOMS.

(1) Enige Ooreenkoms wat deur die Minister as bindend verklaar word krachtens artikel 48 van die Wet op Nywerheidsversoenings, 1956, en wat hierdie Ooreenkoms vervang of opvolg, kan voorsiening maak vir die kontinuïteit en administrasie van die Fonds.

(2) Indien hierdie Ooreenkoms deur die verloop van tyd of om enige ander rede verval, moet die Bestuursraad wat laaste die amp beklee, die Fonds administreer tot tyd en wyl dit 'n ooreenkomsstig klousule 15 afgehandel is, of die Raad dit oorgedra het aan 'n ander Fonds wat vir dieselfde doel ingestel is waarvoor hierdie Fonds in die lewe geroep is.

(3) In die geval van die ontbinding van die Nywerheidsraad of ingeval dit ophou om te funksioneer ooreenkomsstig artikel 34 (2) van die Wet, tydens 'n tydperk waarin hierdie Ooreenkoms bindend is, moet die Bestuursraad voortgaan om die Fonds te administreer en die lede van die Bestuursraad op die datum waarop die Nywerheidsraad ophou om te funksioneer of ontbind is, word geag lede daarvan vir dié doel te wees, met dien verstande egter dat enige vakatures wat op die Bestuursraad ontstaan, deur die Registrateur gevul kan word uit die geledere van werkgewers of werknemers in die Elektrotegniese Nywerheid (Natal), om 'n gelyke aantal verteenwoordigers en sekondusse van werkgewers en werknemers in die ledetal van die Komitee te verseker.

(4) Ingeval die Bestuursraad nie in staat is of onwillig is om sy pligte na te kom, of as 'n dooie punt daaroor bereik word, wat die administrasie van die Fonds onuitvoerbaar of onwenslik maak na die mening van die Registrateur, kan hy 'n trustee of trustees aanstel om die pligte van so 'n Raad uit te voer en sodanige trustee of trustees beskik oor al die bevoegdhede van so 'n Raad vir dié doel.

15. LIKWIDASIE.

By die verval van die Ooreenkoms na verloop van tyd of om enige ander rede, en tensy dit binne 2 jaar hernieu of vervang word deur 'n ander Ooreenkoms wat die Fonds laat voortbestaan, of as die Fonds nie deur die Raad binne die genoemde tydperk van 2 jaar aan enige ander Fonds oorgedra word wat vir dieselfde doel ooreenkomsstig die bepaling van artikel 14 saamgestel is nie word die Fonds gelikwedeer. By likwidasië van die Fonds moet die gelde in die krediet van die Fonds, na die uitbetaling van alle eise teen die Fonds, insluitende administrasie- en likwidasiëkoste, gelykop tussen die werkgewersorganisasies en die vakverenigings verdeel word. Die Fonds moet deur die Bestuursraad, wat ooreenkomsstig klousule 14 optree, of deur die trustees wat ooreenkomsstig die genoemde klousule behoem is, na gelang van die geval, gelikwedeer word.

16. VOORDELE ONVERVREEMBAAR.

(1) Die voordele wat die Fonds voorsien, is nie oordraagbaar nie en 'n lid wat probeer om sy voorregte oor te maak, oor te dra, te sedgeer, te verpand of te verhipoteker, verbeur onmiddellik enige voordele hoegenaamd, en lidmaatskap van die Fonds ten opsigte van homself en sy afhanklikes word beëindig.

(2) Geen persoon of h'v 'n lid is of nie, het enige aanspraak

(4) Any decision of the Board upon any question of fact and any exercise by the Board of any decision entrusted to it by the Rules shall be final and shall not be subject to appeal or review.

17. AGENTS.

An agent of the Council shall be entitled to enter any establishment and may question the employer or any employees, inspect the records and make any enquiries for the purpose of ascertaining whether or not the terms of this Agreement are being observed.

18. EXEMPTIONS.

(1) The Council may grant exemption from any of the provisions of this Agreement.

(2) Application for exemption shall be made to the Secretary of the Council, P.O. Box 722, Durban.

(3) The Council, shall fix the conditions subject to which exemption shall be valid, and may, if it deems fit, after one week's notice in writing has been given to the person concerned, withdraw any licence of exemption whether or not the period for which exemption was granted has expired.

19. EXHIBITION OF AGREEMENT.

Every employer shall affix and keep affixed in or at the place where his employees are working, a legible copy of this Agreement in both official languages.

Signed at Durban for and on behalf of the parties on this 3rd day of August, 1966.

R. C. THROSSELL, *Chairman.*
D. F. ANTHONY, *Vice-Chairman.*
J. R. MARWICK, *Secretary.*

No. R. 1825.] [18 November 1966.

INDUSTRIAL CONCILIATION ACT, 1956,

ELECTRICAL INDUSTRY (NATAL).

CANCELLATION OF GOVERNMENT NOTICE.

I, MARAIS VILJOEN, Minister of Labour, hereby in terms of section 48 (5) of the Industrial Conciliation Act, 1956, cancel Government Notice No. R. 2029 of the 24th December, 1965, as from the second Monday after the date of publication of this notice.

M. VILJOEN,
Minister of Labour.

No. R. 1836.] [18 November 1966.

INDUSTRIAL CONCILIATION ACT, 1956.

MILLINERY INDUSTRY, CAPE.

AMENDMENT TO PROVIDENT FUND AGREEMENT.

I, MARAIS VILJOEN, Minister of Labour, do hereby—

(a) in terms of section 48 (1) (a) of the Industrial Conciliation Act, 1956, as amended, declare that all the provisions of the Agreement (hereinafter referred to as the Amending Agreement) which appears in the Schedule hereto and which relates to the Millinery Industry shall be binding as from the second Monday after the date of publication of this notice and for the period ending the 11th March, 1968, upon the employers' organisation and the trade union which entered into the Amending Agreement and upon the employers and employees who are members of the said organisation or union;

(b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the Amending Agreement, shall be binding as from the second Monday after

(4) Enige beslissing van die Raad oor 'n feitekweesie en die uitvoering deur die Raad van 'n beslissing wat die Reëls aan hom opdra, is finaal en is nie onderhewig aan appél of hersiening nie.

17. AGENTE.

'n Agent van die Raad is geregtig daarop om 'n bedryfsinrigting binne te gaan en mag die werkgewer of werknemers ondervra, die registers ondersoek en navrae doen ten einde vas te stel of die bepalings van hierdie Ooreenkoms nagekom word of nie.

18. VRYSTELLINGS.

(1) Die Raad of Uitvoerende Komitee kan vrystelling van enigeen van die bepalings van hierdie Ooreenkoms verleen.

(2) Aansoek om vrystelling moet by die Sekretaris van die Raad, Posbus 722, Durban, gedoen word.

(3) Die Raad moet die voorwaardes waarop vrystelling geldig sal wees, vasstel, en kan, as hy dit dienstig ag, nadat die betrokke persoon een week skriftelik kennis gegee is, 'n vrystellingslisensie intrek, of die tydperk waarvoor vrystelling verleen is, verstryk het of nie.

19. VERTONING VAN OOREENKOMS.

Elke werkgewer moet op of in die plek waar sy werknemers werk, 'n leesbare kopie van hierdie Ooreenkoms in beide amptelike tale, opplak en opgeplak hou.

Namens die partye op hede die 3de dag van Augustus 1966, in Durban onderteken.

R. C. THROSSELL, *Voorsitter.*
D. F. ANTHONY, *Ondervoorsitter.*
J. R. MARWICK, *Sekretaris.*

No. R. 1825.] [18 November 1966.

WET OP NYWERHEIDSVERSOENING, 1956.

ELEKTROTEGNIËSE NYWERHEID (NATAL).

INTREKKING VAN GOEWERMENSKENNISGEWING.

Ek, MARAIS VILJOEN, Minister van Arbeid, trek hierby kragtens artikel 48 (5) van die Wet op Nywerheidsversoening, 1956, Goewermenskennisgewing No. R. 2029 van 24 Desember 1965 in vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing.

M. VILJOEN,
Minister van Arbeid.

No. R. 1836.] [18 November 1966.

WET OP NYWERHEIDSVERSOENING, 1956.

HOEDENYWERHEID, KAAP.

WYSIGING VAN VOORSORGFONDSOOREENKOMS.

Ek, MARAIS VILJOEN, Minister van Arbeid, verklaar hierby—

(a) kragtens artikel 48 (1) (a) van die Wet op Nywerheidsversoening, 1956, soos gewysig, dat al die bepalings van die Ooreenkoms (hieronder die Wysigingsooreenkoms genoem) wat in die Bylae hiervan verskyn en op die Hoedenywerheid betrekking het, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 11 Maart 1968 eindig, bindend is vir die werkgewersorganisasie en die vakvereniging wat die Wysigingsooreenkoms aangeaan het en vir die werkgewers en werknemers wat lede van genoemde organisasie of vakvereniging is;

(b) kragtens artikel 48 (1) (b) van genoemde Wet dat die bepalings van die Wysigingsooreenkoms vanaf die tweede Maandag na die datum van publikasie

- (c) in terms of section 48 (3) (a) of the said Act, declare that in the Magisterial District of the Cape and from the second Monday after the date of publication of this notice and for the period ending the 11th March, 1968, the provisions of the Amending Agreement shall *mutatis mutandis* be binding upon all Bantu employed in the said Industry by the employers upon whom any of the said provisions are binding in respect of employees and upon those employers in respect of Bantu in their employ.

M. VILJOEN,
Minister of Labour.

SCHEDULE

INDUSTRIAL COUNCIL FOR THE MILLINERY INDUSTRY (CAPE).

AGREEMENT

in accordance with the provisions of the Industrial Conciliation Act, No. 28 of 1956, as amended, made and entered into by and between the

Millinery Association (Cape)

(hereinafter referred to as "the employers" or "the employers' organisation"), of the one part, and the

Garment Workers' Union of the Western Province

(hereinafter referred to as "the employees" or "the trade union"), of the other part,

to amend the Council's Provident Fund Agreement published under Government Notice No. 325 of the 2nd March, 1962, as amended by Government Notice No. 609 of the 3rd May, 1963, and extended to the 11th March, 1968, by Government Notice No. 260, dated the 26th February, 1965 (hereinafter referred to as the Provident Fund Agreement) as follows:—

By the deletion of the whole of clause 10 and the substitution thereof of the following new clause 10:—

"10. (1) *Withdrawal Benefit*.—The benefit payable to a member whose employment in the industry terminates for any reason other than retirement on reaching the retiring age or on account of his physical incapacity to continue at work in the Millinery Industry within the area specified in clause 1 of the Agreement and established to the satisfaction of the Committee in accordance with the provisions of sub-clause (3) hereof, or on account of his death, shall be—

(a) when the member has contributed to the Fund for a period of less than three years—the amount of the member's own contributions;

(b) when the member has contributed to the Fund for a period of three years or more—the amount of the member's own contributions plus 5 per cent of the amount of the employer's contributions made on his behalf in respect of each completed year of membership with a maximum of 100 per cent of such employer's contributions.

(2) *Retirement Benefit*.—When the employment of a member terminates on the date on which he reaches retiring age, which is 55 for females and 60 for males, the benefit payable shall be the amount of the member's own contributions plus the amount of the employer's contributions made on his behalf.

(3) *Retirement on the Grounds of Physical Incapacity*.—When a member satisfies the Committee that by reason of ill-health or other physical incapacity not due to his own misconduct, he is permanently unfit to continue at work in the industry, the benefit payable shall be the amount of the member's own contribution plus the amount of the employer's contributions made on his behalf.

(4) *Death Benefits*.—Upon the production of proof of death of a member, the benefit payable shall be—the amount of the member's own contributions plus the amount of the employer's contributions made on his behalf.

(5) *Late Retirement Benefit*.—Where a contributor reaches the prescribed age for retirement but remains in employment and elects to continue as a contributor, the benefit payable on date of actual retirement shall be—the amount of the member's own contributions plus the amount of the employer's contributions made on his behalf.

(6) *Additional Benefit*.—The Committee may, in its discretion, approve of the benefits payable in terms of sub-clauses (2), (3), (4) or (5), being increased by an amount not exceeding 100 per cent in the light of improvements in the finances of the Fund through—

(a) accrual in interest, and

(b) contributors leaving the industry before qualifying for

- (c) kragtens artikel 48 (3) (a) van genoemde Wet dat die bepalings van die Wysigingsooreenkoms vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 11 Maart 1968 eindig, in die landdrostdistrik die Kaap *mutatis mutandis* bindend is vir alle Bantoes in diens in genoemde Nywerheid by dié werkgewers vir wie enigeen van genoemde bepalings ten opsigte van werknemers bindend is en vir daardie werkgewers ten opsigte van Bantoes in hul diens.

M. VILJOEN,
Minister van Arbeid.

BYLAE.

NYWERHEIDSRAAD VIR DIE HOEDENYWERHEID (KAAP).

OOREENKOMS

ingevoelge die bepalings van die Wet op Nywerheidsversoenig, No. 28 van 1956, soos gewysig, gesluit en aangeaan deur en tussen die

Millinery Association (Cape)

(hieronder die "werkgewers" of the "werkgewersorganisasie" genoem), aan die een kant, en die

Garment Workers' Union of the Western Province

(hieronder die "werknemers" of die "vakvereniging" genoem), aan die ander kant,

om die Raad se Voorsorgfondsooreenkoms gepubliseer by Goewermentskennisgewing No. 325 van 2 Maart 1962, soos gewysig by Goewermentskennisgewing No. 609 van 3 Mei 1963, en verleng tot 11 Maart 1968 by Goewermentskennisgewing No. 260 van 26 Februarie 1965 (hieronder die Voorsorgfondsooreenkoms genoem), as volg te wysig:—

Deur die hele klousule 10 te skrap en dit deur die volgende nuwe klousule 10 te vervang:—

"10. (1) *Voordele by onttrekking*.—Die voordele betaalbaar aan 'n lid wie se diens in die nywerheid om enige ander rede eindig as aftreding by die bereiking van die aftreleeftyd of op grond van liggaamlike ongeskiktheid om langer in die Hoedenywerheid te werk binne die gebied genoem in klousule 1 van die Ooreenkoms wat bevredigend vir die Komitee ooreenkomstig die bepalings van subklousule (3) hiervan vasgestel is, of op grond van sy afsterwe, is—

(a) wanneer die lid minder as drie jaar bydraes aan die Fonds betaal het, die bedrag van die lid se eie bydraes;

(b) wanneer die lid drie jaar of langer bydraes aan die Fonds betaal het, die bedrag van die lid se eie bydraes plus 5 persent van die bedrag van die bydraes wat die werkgewer namens hom inbetaal het ten opsigte van elke voltooide jaar lidmaatskap, met 'n maksimum van 100 persent van sodanige werkgewer se bydraes.

(2) *Voordele by aftreding*.—Wanneer die diens van 'n lid beëindig word op die datum waarop hy die aftreleeftyd, d.w.s. 55 vir vrouens en 60 vir mans bereik, is die betaalbare voordele die bedrag van die lid se eie bydraes plus die bedrag van die bydraes wat die werkgewer namens hom inbetaal het.

(3) *Aftreding op grond van liggaamlike ongeskiktheid*.—Wanneer 'n lid die Komitee oortuig dat hy weens swak gesondheid of ander liggaamlike ongeskiktheid wat nie 'n gevolg is van sy eie wangedrag nie, permanent ongeskik is om langer in die nywerheid te werk, is die betaalbare voordele die bedrag van die lid se eie bydraes plus die bedrag van die bydraes wat die werkgewer namens hom inbetaal het.

(4) *Voordele by afsterwe*.—By die voorlegging van bewys van die afsterwe van 'n lid, is die betaalbare voordele die bedrag van die lid se eie bydraes plus die bedrag van die bydraes wat die werkgewer namens hom inbetaal het.

(5) *Voordele by laat aftreding*.—Waar 'n bydraer die voorgeskrewe aftreleeftyd bereik maar in diens bly en verkies om as bydraer voort te gaan, is die voordele betaalbaar op die datum van werklike aftreding die bedrag van die lid se eie bydraes plus die bedrag van die bydraes wat die werkgewer namens hom inbetaal het.

(6) *Addisionele voordele*.—Die Komitee kan na eie goedvinde die verhoging van voordele betaalbaar ingevolge subklousules (2), (3), (4) of (5) met 'n bedrag van hoogstens 100 persent goedkeur, met die oog op verbeterings van die finansies van die Fonds deur—

(a) kweking van rente, en

(b) bydraes wat die nywerheid verlaat voordat hulle geregig is op die volle 100 persent van die werkgewer se

No. R. 1854.] [18 November 1966.
INDUSTRIAL CONCILIATION ACT, 1956.

ELECTRICAL CONTRACTING INDUSTRY
(TRANSVAAL).

EXTENSION OF AGREEMENT.

I, MARAIS VILJOEN, Minister of Labour, hereby in terms of section 48 (4) (a) (i) of the Industrial Conciliation Act, 1956, extend the periods fixed in Government Notices No. 266 of the 15th February, 1963, No. R. 163 of the 31st January, 1964, No. R. 1835 of the 26th November, 1965, Nos. R. 195 and R. 196 of the 11th February, 1966 and Nos. R. 799 and R. 801 of the 20th May, 1966, by a further period of six months ending the 24th May, 1967.

M. VILJOEN,
Minister of Labour.

DEPARTMENT OF BANTU EDUCATION.

No. R. 1858.] [18 November 1966.
AMENDMENT OF THE REGULATIONS REGARD-
ING SCHOOL COMMITTEES, COMMITTEE
BOARDS AND SCHOOL BOARDS FOR BANTU
COMMUNITY SCHOOLS.

Under and by virtue of the powers vested in me by section 15 (1) of the Bantu Education Act, 1953 (Act No. 47 of 1953), as amended, I, MICHEL COENRAAD BOTHA, Minister of Bantu Education, hereby amend the regulations published under Government Notice No. R. 429, dated 18th March, 1966, as follows:—

- (1) By the substitution in regulation 6 (1) for the words "for the duration of its term of office whereupon a school committee shall be constituted in terms of these regulations." of the words "until the date of expiry of its term of office unless a school committee is, in terms of these regulations, constituted in its stead before such date."
- (2) By the substitution in regulation 21 (1) for the words "for the duration of its term of office whereupon a committee board shall be constituted in terms of these regulations." of the words "until the date of expiry of its term of office unless a committee board is, in terms of these regulations, constituted in its stead before such date."
- (3) By the substitution in regulation 40 (1) for the words "for the duration of its term of office whereupon a school board shall be constituted in terms of these regulations." of the words "until the date of expiry of its term of office unless a school board is, in terms of these regulations, constituted in its stead before such date."

M. C. BOTHA,
Minister of Bantu Education.

Amendment Slip No. 16.]

No. R. 1859.] [18 November 1966.
AMENDMENT OF THE REGULATIONS CONCERN-
ING (1) THE APPROVAL OF STATE-AIDED
NATIVE SCHOOLS. (2) THE CONDITIONS
UNDER WHICH GRANTS-IN-AID MAY BE
MADE TO STATE-AIDED NATIVE SCHOOLS
AND (3) THE CONDITIONS OF SERVICE OF

No. R. 1854.] [18 November 1966.
WET OP NYWERHEIDSVERSOENING, 1956.

ELEKTROTEGNIJSE AANNEMINGSNYWERHEID
(TRANSVAAL).

VERLENGING VAN OOREENKOMS.

Ek, MARAIS VILJOEN, Minister van Arbeid, verleng hier-
by kragtens artikel 48 (4) (a) (i) van die Wet op Nywer-
heidsversoening, 1956, die tydperke vasgestel in Goewer-
mentskennisgewings No. 266 van 15 Februarie 1963, No.
R. 163 van 31 Januarie 1964, No. R. 1835 van 26 Novem-
ber 1965, Nos. R. 195 en R. 196 van 11 Februarie 1966 en
Nos. R. 799 en R. 801 van 20 Mei 1966, met 'n verdere
tydperk van ses maande wat op 24 Mei 1967 eindig.

M. VILJOEN,
Minister van Arbeid.

DEPARTEMENT VAN BANTOE-ONDERWYS.

No. R. 1858.] [18 November 1966.
WYSIGING VAN DIE REGULASIES BETREFFENDE
SKOOLKOMITEES, KOMITEERADE EN
SKOOLRADE VIR BANTOEGEMEENSKAP-
SKOLE.

Kragtens die bevoegdheid my verleen by artikel 15 (1)
van die Wet op Bantoe-onderwys, 1953 (Wet No. 47 van
1953), soos gewysig, wysig ek, MICHEL COENRAAD BOTHA,
Minister van Bantoe-onderwys, die regulasies afgekondig
by Goewermentskennisgewing No. R. 429 van 18 Maart
1966 soos volg:—

- (1) Deur in regulasie 6 (1) die woorde „vir die duur van sy ampstermyn te funksioneer waarna 'n skoolkomitee ingevolge hierdie regulasies saamgestel moet word.” deur die woorde „te funksioneer tot die datum van verstryking van sy ampstermyn tensy 'n skoolkomitee kragtens hierdie regulasies voor sodanige datum in sy plek saamgestel word.” te vervang.
- (2) Deur in regulasie 21 (1) die woorde „vir die duur van sy ampstermyn te funksioneer waarna 'n komiteeraad ingevolge hierdie regulasies saamgestel moet word.” deur die woorde „te funksioneer tot die datum van verstryking van sy ampstermyn tensy 'n komiteeraad kragtens hierdie regulasies voor sodanige datum in sy plek saamgestel word.” te vervang.
- (3) Deur in regulasie 40 (1) die woorde „vir die duur van sy ampstermyn te funksioneer waarna 'n skoolraad ingevolge hierdie regulasies saamgestel moet word.” deur die woorde „te funksioneer tot die datum van verstryking van sy ampstermyn tensy 'n skoolraad kragtens hierdie regulasies voor sodanige datum in sy plek saamgestel word.” te vervang.

M. C. BOTHA,
Minister van Bantoe-onderwys.

Wysigingsstrokie No. 16.]

No. R. 1859.] [18 November 1966.
WYSIGING VAN DIE REGULASIES BETREFFENDE
(1) DIE GOEDKEURING VAN STAATSONDER-
STEUNDE NATURELLESKOLE, (2) DIE
VOORWAARDES WAARONDER HULPTOE-
KENNINGS AAN STAATSONDERSTEUNDE
NATURELLESKOLE VERLEEN KAN WORD

Minister of Bantu Education, hereby amend the regulations published under Government Notice No. R. 2106, dated 21st December, 1962, as follows:—

1. By the substitution in regulation 3 (2) (k) for the word "Minister" of the word "Secretary".

2. In regulation 22 (1)—

(a) by the substitution in paragraph (a) for the figure "60" of the figure "65",

(b) by the substitution in paragraph (b) for the figure "55" of the figure "60", and

(c) by the substitution in the closing sentence for the words "approve that the appointment of such teacher be extended annually on a temporary basis for a period not exceeding five years." of the following words:—

"approve the reappointment of such teacher in a temporary capacity from year to year or for a specific period."

M. C. BOTHA,

Minister of Bantu Education.

Amendment Slip No. 17.]

No. R. 1860.] [18 November 1966.

AMENDMENT OF THE REGULATIONS CONCERNING (1) THE CONDITIONS UNDER WHICH BANTU COMMUNITY SCHOOLS MAY BE SUBSIDISED OR GRANTED ASSISTANCE AND (2) THE CONDITIONS OF SERVICE OF TEACHERS AT BANTU COMMUNITY SCHOOLS.

Under and by virtue of the powers vested in me by section 15 (1) of the Bantu Education Act, 1953 (Act No. 47 of 1953), as amended, I, MICHEL COENRAAD BOTHA, Minister of Bantu Education, hereby amend the regulations published under Government Notice No. R. 1289, dated 17th August, 1962, as follows:—

1. By the substitution in regulation 2 (2) (k) for the word "Minister" of the word "Secretary".

2. In regulation 21 (1)—

(a) by the substitution in paragraph (a) for the figure "60" of the figure "65",

(b) by the substitution in paragraph (b) for the figure "55" of the figure "60", and

(c) by the substitution in the closing sentence for the words "extend the appointment of such teacher from year to year for a total period not exceeding five years." of the following words:—

"approve the reappointment of such teacher in a temporary capacity from year to year or for a specific period."

M. C. BOTHA,

Minister of Bantu Education.

Amendment Slip No. 18.]

DEPARTMENT OF JUSTICE.

No. R. 1829.] [18 November 1966.

Notice is hereby given, in terms of section 8 (4) of the Suppression of Communism Act, 1950 (Act No. 44 of 1950) that the name contained in the Schedule hereto has

Minister van Bantoe-onderwys, hierby die regulasies afgekondig by Goewermentskennisgewing No. R. 2106 van 21 Desember 1962, soos volg:—

1. Deur in regulasie 3 (2) (k) die woord „Minister” deur die woord „Sekretaris” te vervang.

2. Deur in regulasie 22 (1)—

(a) die syfer „60” in paragraaf (a) deur die syfer „65” te vervang,

(b) die syfer „55” in paragraaf (b) deur die syfer „60” te vervang, en

(c) in die slotsin die woorde „kan goedkeur dat die aanstelling van sodanige onderwyser of onderwyseres jaarliks op ’n tydelike basis vir ’n tydperk van hoogstens vyf jaar verleng word.” deur die volgende woorde te vervang:—

„die heraanstelling van sodanige onderwyser in ’n tydelike hoedanigheid van jaar tot jaar of vir ’n bepaalde tydperk kan goedkeur.”

M. C. BOTHA,

Minister van Bantoe-onderwys.

Wysigingstrokie No. 17.]

No. R. 1860.] [18 November 1966.

WYSIGING VAN DIE REGULASIES BETREFFENDE (1) DIE VOORWAARDES WAARONDER BANTOEGEMEENSKAPSKOLE GESUBSIDIEER OF BYSTAND AAN SODANIGE SKOLE VERLEEN KAN WORD EN (2) DIE DIENSVOORWAARDES VAN ONDERWYSERS VERBONDE AAN BANTOEGEMEENSKAPSKOLE.

Kragtens die bevoegdheid my verleen by artikel 15 (1) van die Wet op Bantoe-onderwys, 1953 (Wet No. 47 van 1953), soos gewysig, wysig ek, MICHEL COENRAAD BOTHA, Minister van Bantoe-onderwys, hierby die regulasies afgekondig by Goewermentskennisgewing No. R. 1289 van 17 Augustus 1962 soos volg:—

1. Deur in regulasie 2 (2) (k) die woord „Minister” deur die woord „Sekretaris” te vervang.

2. Deur in regulasie 21 (1)—

(a) die syfer „60” in paragraaf (a) deur die syfer „65” te vervang,

(b) die syfer „55” in paragraaf (b) deur die syfer „60” te vervang, en

(c) in die slotsin die woorde „die aanstelling van sodanige onderwyser of onderwyseres van jaar tot jaar vir ’n totale tydperk van hoogstens vyf jaar kan verleng.” deur die volgende woorde te vervang:—

„die heraanstelling van sodanige onderwyser in ’n tydelike hoedanigheid van jaar tot jaar of vir ’n bepaalde tydperk kan goedkeur.”

M. C. BOTHA,

Minister van Bantoe-onderwys.

Wysigingstrokie No. 18.]

DEPARTEMENT VAN JUSTISIE.

No. R. 1829.] [18 November 1966.

Hierby word ingevolge artikel 8 (4) van die Wet op die Onderdrukking van Kommunisme, 1950 (Wet No. 44 van 1950), kennis gegee dat die naam vervat in die Bylae

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