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GOVERNMENT GAZETTE
STAATSKOERANT
 VAN DIE REPUBLIEK VAN SUID-AFRIKA

REGULATION GAZETTE No. 2673

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 OKTOBER

[No. 6176

PROCLAMATIONS

*by the Acting State President of the Republic
 of South Africa*

No. R. 254, 1978

DATE OF COMMENCEMENT OF SECTIONS 1 (a) AND (c), 5 TO 13 AND 15 TO 17 OF THE RAILWAYS AND HARBOURS ACTS AMENDMENT ACT, 1977 (ACT 69 OF 1977)

In terms of section 23 (2) of the Railways and Harbours Acts Amendment Act, 1977 (Act 69 of 1977), I hereby declare that sections 1 (a) and (c), 5 to 13 and 15 to 17 of the said Act shall come into operation on 6 October 1978.

Given under my Hand and the Seal of the Republic of South Africa at Pretoria this Eighteenth day of September, One thousand Nine hundred and Seventy-eight.

M. VILJOEN, Acting State President.

By Order of the Acting State President-in-Council:

S. L. MULLER.

No. R. 260, 1978

AMENDMENT OF THE DESIGNATION OF THE BUREAU FOR STATE SECURITY AND THE SECRETARY FOR SECURITY INTELLIGENCE

Under the powers vested in me by section 27 of the Public Service Act, 1957 (Act 54 of 1957), as amended, I hereby amend, in accordance with the recommendation of the Public Service Commission, the First Schedule to the said Act with effect from 1 September 1978 by the substitution of the words "Department of National Security" and "Secretary for National Security" for the words "Bureau for State Security" and "Secretary for Security Intelligence" where they appear in columns I and II, respectively, of the First Schedule.

PROKLAMASIES

*van die Waarnemende Staatspresident van die
 Republiek van Suid-Afrika*

No. R. 254, 1978

DATUM VAN INWERKINGTREDING VAN ARTIKELS 1 (a) EN (c), 5 TOT 13 EN 15 TOT 17 VAN DIE WYSIGINGSWET OP SPOORWEG- EN HAWEWETTE, 1977 (WET 69 VAN 1977)

Kragtens artikel 23 (2) van die Wysigingswet op Spoorweg- en Hawewette, 1977 (Wet 69 van 1977), verklaar ek hierby dat artikels 1 (a) en (c), 5 tot 13 en 15 tot 17 van genoemde Wet op 6 Oktober 1978 in werking tree.

Gegee onder my Hand en die Seël van die Republiek van Suid-Afrika te Pretoria, op hede die Agtiende dag van September Eenduisend Negehoenderd Agt-en-sewentig.

M. VILJOEN, Waarnemende Staatspresident.

Op las van die Waarnemende Staatspresident-in-rade:

S. L. MULLER.

No. R. 260, 1978

WYSIGING VAN DIE BENAMING VAN DIE BURO VIR STAATSVEILIGHEID EN VAN DIE SEKRETARIS VAN VEILIGHEIDSINLIGTING

Kragtens die bevoegdheid my verleen by artikel 27 van die Staatsdienswet, 1957 (Wet 54 van 1957), soos gewysig, wysig ek hierby, ooreenkomstig die aanbeveling van die Staatsdienskommissie, die Eerste Bylae by genoemde Wet met ingang van 1 September 1978 deur die vervanging van die woorde "Buro vir Staatsveiligheid" en "Sekretaris van Veiligheidsinligting" deur die woorde "Departement van Nasionale Veiligheid" en "Sekretaris van Nasionale Veiligheid" waar hulle onderskeidelik in kolomme I en II van die Eerste Bylae voorkom.

Given under my Hand and the Seal of the Republic of South Africa at Pretoria this Nineteenth day of September, One thousand Nine hundred and Seventy-eight.

M. VILJOEN, Acting State President.

By Order of the Acting State President-in-Council:

A. L. SCHLEBUSCH.

No. R. 261, 1978

CONTROL OF THE IMPORTATION OF MARGARINE

Under the powers vested in me by section 15 (2) of the Dairy Industry Act, 1961 (Act 30 of 1961), I hereby prohibit the importation of margarine into the Republic, except under the authority of a permit issued by the Minister or otherwise than subject to the conditions specified therein: Provided that this Proclamation shall not apply to margarine which at the time of importation is entered at the customs for warehousing in a bonded warehouse solely for the supply to ships in the harbours of the Republic as ship's stores.

Given under my Hand and the Seal of the Republic of South Africa at Pretoria this Twenty-sixth day of September, One thousand Nine hundred and Seventy-eight.

M. VILJOEN, Acting State President.

By Order of the Acting State President-in-Council:

H. S. J. SCHOEMAN.

SCHEDULE

In this Proclamation, unless inconsistent with the context, any word or expression to which a meaning has been assigned in the Dairy Industry Act, 1961, shall have a corresponding meaning and—

"Republic" excludes the Territory.

GOVERNMENT NOTICES

DEPARTMENT OF AGRICULTURAL ECONOMICS AND MARKETING

No. R. 2004

6 October 1978

AGRICULTURAL PRODUCE AGENCY SALES ACT, 1975 (ACT 12 OF 1975)

REGULATIONS.—AMENDMENT

The Minister of Agriculture has, in terms of section 63 of the Agricultural Produce Agency Sales Act, 1975 (Act 12 of 1975), made the regulations set out in the Schedule hereto.

SCHEDULE

1. In this Schedule "regulations" means the regulations published by Government Notices R. 426 of 19 March 1976, R. 20 of 14 January 1977, R. 2140 of 21 October 1977, R. 328 of 24 February 1978 and R. 756 of 14 April 1978.

2. Regulation 26 is hereby amended by the substitution for subregulation (1) of the following subregulation:

"(1) Money in a trust account to which a commission agent is entitled (whether by operation of law, under any authority of a principal or arising from any other

Gegee onder my Hand en die Seël van die Republiek van Suid-Afrika te Pretoria, op hede die Negentiende dag van September Eenduisend Negehoenderd Agt-en-sewentig.

M. VILJOEN, Waarnemende Staatspresident.

Op las van die Waarnemende Staatspresident-in-rade:

A. L. SCHLEBUSCH.

No. R. 261, 1978

BEHEER OOR DIE INVOER VAN MARGARIEN

Kragtens die bevoegdheid my verleen by artikel 15 (2) van die Wet op die Suiwelnwyerheid, 1961 (Wet 30 van 1961), verbied ek hierby die invoer in die Republiek van margarien behalwe uit hoofde van 'n permit wat deur die Minister uitgereik is of op 'n ander wyse as onderworpe aan die voorwaardes daarin vermeld: Met dien verstande dat hierdie Proklamasie nie van toepassing is nie op enige hoeveelheid margarien wat ten tye van invoer by die doeane ingeklaar word vir opberging in 'n doeane-pakhuis alleenlik vir verskaffing aan skepe in hawens van die Republiek van Suid-Afrika as skeepsvorrade.

Gegee onder my Hand en die Seël van die Republiek van Suid-Afrika te Pretoria, op hede die Ses-en-twintigste dag van September Eenduisend Negehoenderd Agt-en-sewentig.

M. VILJOEN, Waarnemende Staatspresident.

Op las van die Waarnemende Staatspresident-in-rade:

H. S. J. SCHOEMAN.

BYLAE

In hierdie Proklamasie, tensy in stryd met die samehang, het 'n woord of uitdrukking waaraan in die Wet op die Suiwelbedryf, 1961, 'n betekenis geheg is, 'n ooreenstemmende betekenis en beteken—

"Republiek" nie ook die Gebied nie.

GOEWERMENSKENNISGEWINGS

DEPARTEMENT VAN LANDBOU-EKONOMIE EN -BEMARKING

No. R. 2004

6 Oktober 1978

WET OP AGENTS KAPSVERKOPING VAN LANDBOUPRODUKTE, 1975 (WET 12 VAN 1975)

REGULASIES.—WYSIGING

Die Minister van Landbou het, kragtens die bevoegdheid hom verleen by artikel 63 van die Wet op Agentskapsverkoop van Landbouprodukte, 1975 (Wet 12 van 1975), die regulasies in die Bylae hiervan uiteengesit, gemaak.

BYLAE

1. In hierdie Bylae beteken "regulasies" die regulasies afgekondig by Goewermentskennisgewings R. 426 van 19 Maart 1976, R. 20 van 14 Januarie 1977, R. 2140 van 21 Oktober 1977, R. 328 van 24 Februarie 1978 en R. 756 van 14 April 1978.

2. Regulasie 26 word hierby gewysig deur subregulasie (1) deur die volgende subregulasie te vervang:

"(1) Geld in 'n trustrekening waarop 'n kommissie-agent geregtig is (hetsy op grond van regswerking, kragtens magtiging van 'n prinsipaal of voortspruitende uit

lawful cause) shall not be withdrawn by him in a manner other than by cheque drawn on his trust cheque account and made payable to himself and he shall in respect of each such withdrawal be in possession of written proof to support his title to each such amount of withdrawal: Provided that—

(a) no withdrawal shall exceed the amount standing to the credit of the principal concerned; and

(b) transport costs shall not be withdrawn before such costs have been paid to the transport contractor concerned.”

No. R. 2007

6 October 1978

MILK SCHEME

LEVY AND SPECIAL LEVY ON MILK AND CREAM

In terms of section 79 (a) of the Marketing Act, 1968 (No. 59 of 1968), I, Hendrik Stephanus Johan Schoeman, Minister of Agriculture, hereby make known that the Milk Board, referred to in section 3 of the Milk Scheme, published by Proclamation R. 225 of 1966, as amended, has in terms of section 18 and 19 of that Scheme, with my approval, and with effect from 6 October 1978, imposed a levy and special levy as set out in the Schedule hereto, in substitution for the levy and special levy published by Government Notice R. 1388 of 30 June 1978, which is hereby repealed with effect from the same date.

H. S. J. SCHOEMAN, Minister of Agriculture.

SCHEDULE

1. In this notice, unless inconsistent with the context, any word or expression to which a meaning has been assigned in the Milk Scheme, published by Proclamation R. 225 of 1966, as amended, shall have a corresponding meaning, and—

“month” means the period extending from the first to the last day, both days inclusive, of any of the 12 months of the year;

“allocated milk” and “allocated cream” means that quantity of milk and cream produced by a producer and sold during a month by him through the Board or in an area to persons other than the Board and which in total does not exceed the quantity which the Board allocated to such producer as his share in the requirements of the market during that month; and

“surplus milk” and “surplus cream” means that quantity of milk and cream produced by a producer and sold during a month by him through the Board or in an area to persons other than the Board and which in total exceeds the quantity which the Board allocated to such producer as his share in the requirements of the market during that month.

2. (1) A levy and special levy at the rates set out in subclause (2) are hereby imposed on all allocated milk, allocated cream, surplus milk and surplus cream—

(a) sold through the Board on behalf of producers; or

(b) sold in an area by producers other than through the Board.

(2) The rates of the levy and special levy for the respective areas shall be as indicated hereunder: Provided that the appropriate rate shall be determined, in

‘n ander geldige oorsaak), word nie deur hom onttrek op ‘n ander wyse as per tjek getrek op sy trust-tjek-rekening en betaalbaar aan homself nie en hy moet ten opsigte van elke sodanige onttrekking in besit wees van skriftelike bewys om sy reg op sodanige bedrag van onttrekking te staaf: Met dien verstande dat—

(a) geen onttrekking die bedrag wat in die krediet van die betrokke prinsipaal staan mag oorskry nie; en

(b) vervoerkoste nie onttrek mag word alvorens sodanige koste aan die betrokke vervoerkontraakteur betaal is nie.”

No. R. 2007

6 Oktober 1978

MELKSKEMA

HEFFINGS EN SPESIALE HEFFINGS OP MELK EN ROOM

Kragtens artikel 79 (a) van die Bemarkingswet, 1968 (No. 59 van 1968), maak ek, Hendrik Stephanus Johan Schoeman, Minister van Landbou, hierby bekend dat die Melkraad, genoem in artikel 3 van die Melkskema, afgekondig by Proklamasie R. 225 van 1966 soos gewysig, kragtens artikels 18 en 19 van daardie Skema, met my goedkeuring en met ingang van 6 Oktober 1978, die heffing en spesiale heffing soos in die Bylae hiervan uiteengesit, opgelê het ter vervanging van die heffing en spesiale heffing opgelê by Goewermentskennisgewing R. 1388 van 30 Junie 1978, wat hierby met ingang van dieselfde datum herroep word.

H. S. J. SCHOEMAN, Minister van Landbou.

BYLAE

1. In hierdie kennisgewing, tensy uit die samehang anders blyk, het ‘n woord of uitdrukking waaraan in die Melkskema, afgekondig by Proklamasie R. 225 van 1966, soos gewysig, ‘n betekenis geheg is, ‘n ooreenstemmende betekenis, en beteken—

“maand” die tydperk wat strek van die eerste tot die laaste dag, albei dae ingesluit, van engeen van die 12 maande van die jaar;

“toegekende melk” en “toegekende room” dié hoeveelheid melk of room wat ‘n produsent geproduseer het en wat gedurende ‘n maand deur hom deur bemiddeling van die Raad of in ‘n gebied aan persone anders as die Raad verkoop word, en wat in totaal nie meer is nie as die hoeveelheid wat die Raad aan daardie produsent toegeken het as sy aandeel in die behoeftes van die mark gedurende daardie maand; en

“surplusmelk” en “surplusroom” dié hoeveelheid melk of room wat ‘n produsent geproduseer het en wat gedurende ‘n maand deur hom deur bemiddeling van die Raad of in ‘n gebied aan persone anders as die Raad verkoop word en wat in totaal meer is as die hoeveelheid wat die Raad aan daardie produsent toegeken het as sy aandeel in die behoeftes van die mark gedurende daardie maand.

2. (1) Hierby word ‘n heffing en spesiale heffing teen die koerse in subklousule (2) uiteengesit, opgelê op alle toegekende melk, toegekende room, surplusmelk en surplusroom wat—

(a) ten behoeve van produsente deur bemiddeling van die Raad verkoop word; of

(b) deur produsente anders as deur bemiddeling van die Raad in ‘n gebied verkoop word.

(2) Die koerse van die heffing en spesiale heffing vir die onderskeie gebiede is soos hieronder uiteengesit: Met dien verstande dat die toepaslike koers bepaal word, in die geval van ‘n in subklousule (1) (a)

the case of a levy and special levy referred to in subclause (1) (a), according to the area in respect of which the producer in question has been registered under section 22 of the said Scheme, and in the case of a levy and special levy referred to in subclause (1) (b), according to the area in which the milk or cream is sold by the producer in question:

bedoelde heffing en spesiale heffing, na gelang van die gebied ten opsigte waarvan die betrokke produsent ingevolge artikel 22 van die genoemde Skema geregistreer is, en, in die geval van 'n in subklousule (1) (b) bedoelde heffing en spesiale heffing, na gelang van die gebied waarin die melk of room deur die betrokke produsent verkoop is:

Area	(i) Levy per litre on—		(ii) Special levy per litre on—		(iii) Special levy per litre on—	
	allocated and surplus milk	allocated and surplus cream	allocated milk	allocated cream	surplus milk	surplus cream
	c	c	c	c	c	c
(a) Pretoria.....	0,195	1,95	1,223	12,23	13,223	132,23
(b) Witwatersrand.....	0,227	2,27	1,170	11,70	13,170	131,17
(c) Cape Peninsula.....	0,198	1,98	1,200	12,00	13,200	132,00
(d) Bloemfontein.....	0,330	3,30	1,107	11,07	13,107	131,07
(e) Western Transvaal.....	0,261	2,61	0,858	8,58	12,858	128,58

Gebied	(i) Heffing per liter op—		(ii) Spesiale heffing per liter op—		(iii) Spesiale heffing per liter op—	
	toegeken-de en surplusmelk	toegeken-de en surplusroom	toegeken-de melk	toegeken-de room	surplusmelk	surplusroom
	c	c	c	c	c	c
(a) Pretoria.....	0,195	1,95	1,223	12,23	13,223	132,23
(b) Witwatersrand.....	0,227	2,27	1,170	11,70	13,170	131,17
(c) Kaapse Skiereiland.....	0,198	1,98	1,200	12,00	13,200	132,00
(d) Bloemfontein.....	0,330	3,30	1,107	11,07	13,107	131,07
(e) Wes-Transvaal.....	0,261	2,61	0,858	8,58	12,858	128,58

DEPARTMENT OF CUSTOMS AND EXCISE

No. R. 2001

6 October 1978

CUSTOMS AND EXCISE ACT, 1964

AMENDMENT OF SCHEDULE 1 (No. 1/1/589)

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

O. P. F. HORWOOD, Minister of Finance.

DEPARTEMENT VAN DOEANE EN AKSYNS

No. R. 2001

6 Oktober 1978

DOEANE- EN AKSYNSWET, 1964

WYSIGING VAN BYLAE 1 (No. 1/1/589)

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

O. P. F. HORWOOD, Minister van Finansies.

SCHEDULE

I Tariff Heading	II Statistical Unit	III IV V Rate of Duty		
		General	M.F.N.	Preferential
51.04 By the substitution for subheading No. 51.04.28 of the following: "51.04.28 Crepe fabrics and seersucker fabrics (excluding fabrics printed with scarf designs), containing more than 10 per cent stretch or bulked yarns (continuous) and of a mass per m ² not exceeding 50 g	m ²	25% or 600c per kg less 75%"		
By the insertion after subheading No. 51.04.40 of the following: "51.04.45 Fabrics printed with scarf designs (excluding discharge print fabrics)	m ²	25% or 160c per m ² less 75%"		
56.07 By the insertion after subheading No. 56.07.40 of the following: "56.07.45 Fabrics printed with scarf designs (excluding discharge print fabrics)	m ²	25% or 160c per m ² less 75%"		

Note.—Specific provisions, at a rate of duty of 25% or 160c per m² less 75%, are made for woven fabrics of man-made fibres, printed with scarf designs (excluding discharge print fabrics).

BYLAE

I Tariefpos	II Statistiese eenheid	Skaal van Reg		
		III Algemeen	IV M.B.N.	V Voorkeur
51.04 Deur subpos No. 51.04.28 deur die volgende te vervang: „51.04.28 Kripstowwe en sirsakarstowwe (uitgesonderd stowwe bedruk met serppatrone), wat meer as 10 persent rek- of uitbultgarings (kontinu) bevat en met 'n massa per m ² van hoogstens 50 g Deur na subpos No. 51.04.40 die volgende in te voeg: „51.04.45 Stowwe bedruk met serppatrone (uitgesonderd etsdrukstowwe)	m ²	25% of 600c per kg min 75%”		
56.07 Deur na subpos No. 56.07.40 die volgende in te voeg: „56.07.45 Stowwe bedruk met serppatrone (uitgesonderd etsdrukstowwe)	m ²	25% of 160c per m ² min 75%”		

Opmerking.—Spesifieke voorsienings, teen 'n skaal van reg van 25% of 160c per m² min 75%, word gemaak vir weefstowwe van gefabriseerde vesels, bedruk met serppatrone (uitgesonderd etsdrukstowwe).

No. R. 2002

6 Oktober 1978

CUSTOMS AND EXCISE ACT, 1964

AMENDMENT OF SCHEDULE 3 (No. 3/567)

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

O. P. F. HORWOOD, Minister of Finance.

No. R. 2002

6 Oktober 1978

DOEANE- EN AKSYNSWET, 1964

WYSIGING VAN BYLAE 3 (No. 3/567)

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

O. P. F. HORWOOD, Minister van Finansies.

SCHEDULE

I Item	II Tariff Heading and Description	III Extent of Rebate
316.01	By the substitution for paragraph (1) of tariff heading No. 84.62 of the following: “(1) Cages, seals or side shields, of steel or artificial plastic material, for the manufacture of bearings	Full duty”
320.04	By the insertion before tariff heading No. 40.07 of the following: “39.02 Plates, sheets and strip, of artificial plastic material, for the manufacture of rugby, soccer and similar balls	Full duty”

Notes.—

1. The provision for a rebate of duty on unworked rings, of iron or steel, for the manufacture of bearings, is withdrawn.
2. Provision is made for a rebate of the full duty on plates, sheets and strip, of artificial plastic material, for the manufacture of rugby, soccer and similar balls.

BYLAE

I Item	II Tariefpos en Beskrywing	III Mate van Korting
316.01	Deur paragraaf (1) van tariefpos No. 84.62 deur die volgende te vervang: „(1) Kooie, seëls of syskerms, van staal of kunsplastiekstof, vir die vervaardiging van laers	Volle reg”
320.04	Deur voor tariefpos No. 40.07 die volgende in te voeg: „39.02 Plate, velle en reep, van kunsplastiekstof, vir die vervaardiging van rugby-, sokker- en dergelike balle	Volle reg”

Opmerkings.—

1. Die voorsiening vir 'n korting op reg op onbewerkte ringe, van yster of staal, vir die vervaardiging van laers, word ingetrek.
2. Voorsiening word gemaak vir 'n volle korting op reg op plate, velle en reep, van kunsplastiekstof, vir die vervaardiging van rugby-, sokker- en dergelike balle.

DEPARTMENT OF HEALTH

No. R. 1992 6 October 1978

THE SOUTH AFRICAN PHARMACY BOARD

The Minister of Health has, in terms of section 17 of the Pharmacy Act, 1974 (Act 53 of 1974), on the recommendation of the South African Pharmacy Board, amended the regulations relating to limited registration as a pharmacist, as published under Government Notice R. 1149 of 2 June 1978, by the addition of the following under regulation 2 (a):

Doctor of Pharmacy—University of Southern California.

DEPARTMENT OF LABOUR

No. R. 2020 6 October 1978

INDUSTRIAL CONCILIATION ACT, 1956**BUILDING INDUSTRY, DURBAN.—EXTENSION OF PERIOD OF OPERATION OF AGREEMENT**

I, Stephanus Petrus Botha, Minister of Labour, hereby in terms of section 48 (4) (a) (i) of the Industrial Conciliation Act, 1956, extend the period fixed in Government Notices R. 1995 of 24 October 1975, R. 694 of 23 April 1976, R. 1893 of 15 October 1976, R. 1080 of 17 June 1977, R. 2154 of 21 October 1977, R. 987 of 19 May 1978 and R. 1335 of 30 June 1978, by a further period of six months ending 29 April 1979.

S. P. BOTHA, Minister of Labour.

No. R. 2005 6 October 1978

INDUSTRIAL CONCILIATION ACT, 1956**CHEMICAL INDUSTRY CAPE.—MEDICAL AID FUND AGREEMENT**

I, Stephanus Petrus Botha, Minister of Labour, hereby—

(a) in terms of section 48 (1) (a) of the Industrial Conciliation Act, 1956, declare that the provisions of the Agreement which appears in the Schedule hereto and which relates to the Chemical Industry shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 31 March 1983, upon the employers' organisation and the trade union which entered into the said 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 said Agreement, excluding those contained in clauses 1 (1) (a), 2 and 7, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 31 March 1983, upon all employers and employees other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Industry in the areas specified in clause 1 (1) (b) of the said Agreement; and

(c) in terms of section 48 (3) (a) of the said Act, declare that in the areas specified in clause 1 (1) (b) of the said Agreement and with effect from the second Monday after the date of publication of this notice and for the period ending 31 March 1983, the provisions of the said Agreement, excluding those contained in clauses 1 (1) (a), 2 and 7, shall *mutatis mutandis*

DEPARTEMENT VAN GESONDHEID

No. R. 1992 6 Oktober 1978

DIE SUID-AFRIKAANSE APTEKERSRAAD

Die Minister van Gesondheid het kragtens artikel 17 van die Wet op Aptekers, 1974 (Wet 53 van 1974), op aanbeveling van die Suid-Afrikaanse Aptekersraad, die regulasies betreffende beperkte registrasie as apteker, soos afgekondig by Goewermentskennisgewing R. 1149 van 2 Junie 1978, gewysig deur die byvoeging van die volgende onder regulasie 2 (a):

Doktor in Farmasie—Universiteit van Suid-Kalifornië.

DEPARTEMENT VAN ARBEID

No. R. 2020 6 Oktober 1978

WET OP NYWERHEIDSVERSOENING, 1956**BOUNYWERHEID, DURBAN. — VERLENGING VAN GELDIGHEDSDUUR VAN OOREENKOMS**

Ek, Stephanus Petrus Botha, Minister van Arbeid, verleng hierby kragtens artikel 48 (4) (a) (i) van die Wet op Nywerheidsversoening, 1956, die tydperk vasgestel in Goewermentskennisgewings R. 1995 van 24 Oktober 1975, R. 694 van 23 April 1976, R. 1893 van 15 Oktober 1976, R. 1080 van 17 Junie 1977, R. 2154 van 21 Oktober 1977, R. 987 van 19 Mei 1978 en R. 1335 van 30 Junie 1978, met 'n verdere tydperk van ses maande wat op 29 April 1979 eindig.

S. P. BOTHA, Minister van Arbeid.

No. R. 2005 6 Oktober 1978

WET OP NYWERHEIDSVERSOENING, 1956**CHEMIKALIEËNYWERHEID (KAAP).—MEDIËSE HULPFONDSOORENKOMS**

Ek, Stephanus Petrus Botha, Minister van Arbeid, verklaar hierby—

(a) kragtens artikel 48 (1) (a) van die Wet op Nywerheidsversoening, 1956, dat die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en op die Chemikalieënywerheid betrekking het, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Maart 1983 eindig, bindend is vir die werkgewers-organisasie en die vakvereniging wat genoemde Ooreenkoms aangaan het en vir die werkgewers en werknemers wat lede van genoemde organisasie of vereniging is;

(b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (1) (a), 2 en 7, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Maart 1983 eindig, bindend is vir alle ander werkgewers en werknemers as dié genoem in paragraaf (a) van hierdie kennisgewing, wat betrokke is by of in diens is in genoemde Nywerheid in die gebiede gespesifiseer in klousule 1 (1) (b) van genoemde Ooreenkoms; en

(c) kragtens artikel 48 (3) (a) van genoemde Wet, dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (1) (a), 2 en 7, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Maart 1983 eindig, in die gebiede gespesifiseer in klousule 1 (1) (b) van genoemde Ooreenkoms,

be binding upon all Blacks 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 Blacks in their employ.

S. P. BOTHA, Minister of Labour.

SCHEDULE

INDUSTRIAL COUNCIL FOR THE CHEMICAL INDUSTRY (CAPE)

AGREEMENT

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

Cape Manufacturing Chemists' and Druggists' Association (hereinafter referred to as the "employers" or the "employers' organisation"), of the one part, and the

Chemical and Allied Workers' Union

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

being parties to the Industrial Council for the Chemical Industry (Cape).

1. SCOPE OF APPLICATION OF AGREEMENT

(1) The terms of this Agreement shall be observed in the Chemical Industry (Cape)—

(a) by all employers who are members of the employers' organisation and by all employees who are members of the trade union who are engaged or employed therein;

(b) in the municipal area of Cape Town as it existed on 19 October 1966, and in the Magisterial Districts of Goodwood (excluding those portions which in terms of Government Notice 1882 of 3 October 1975 were transferred from the Magisterial District of The Cape and excluding those portions which in terms of Government Notice 1611 of 3 September 1976 were transferred from the Magisterial Districts of The Cape and Wynberg) and Bellville (excluding those portions which, in terms of Government Notices 2102 and 173 of 2 November 1945 and 9 February 1973, respectively, were transferred from the Magisterial District of Wynberg), in those portions of the Magisterial Districts of Malmesbury and Stellenbosch which, prior to the publication of Government Notices 171 and 283 of 8 February 1957 and 2 March 1962 respectively, fell within the Magisterial Districts of Bellville and in that portion of the Magisterial District of Kuils River which prior to the publication of Government Notice 661 of 19 April 1974 fell within the Magisterial District of Stellenbosch but which prior to 2 March 1962 fell within the Magisterial District of Bellville.

(2) Notwithstanding the provisions of subclause (1), the terms of this Agreement shall only apply in respect of employees for whom wages are prescribed in the Main Agreement.

2. PERIOD OF OPERATION

This Agreement shall come into operation on such date as may be specified by the Minister in terms of section 48 (1) of the Act and shall remain in operation for a period of five years or for such period as may be determined by him.

3. DEFINITIONS

(1) Unless the contrary intention appears, any expression used in this Agreement, which is defined in the Industrial Conciliation Act (Act 28 of 1956) shall have the same meaning as in that Act and any reference to an Act includes any amendment thereof; words importing the masculine gender shall include females; further, unless inconsistent with the context—

"Chemical Industry" means the Industry in which employers and employees are associated for the preparation, manufacture, bottling, wrapping and/or packing of the following commodities in establishments which are liable to registration under the Factories, Machinery and Building Work Act, 1941, viz.:

Medical preparations intended for human or animal use, toilet preparations, perfumes or scents, antiseptics, deodorants, chemical products for photographic purposes, baking powder and/or its constituents, yeast, gelatine, essences, flavourings and colouring matter for foodstuffs;

mutatis mutandis bindend is vir alle Swartes in diens in genoemde Nywerheid by dié werkgewers vir wie enigene van genoemde bepalings ten opsigte van werknemers bindend is en vir daardie werkgewers ten opsigte van Swartes in hul diens.

S. P. BOTHA, Minister van Arbeid.

BYLAE

NYWERHEIDSRAAD VIR DIE CHEMIKALIEË-NYWERHEID (KAAP)

OOREENKOMS

ingevolge die Wet op Nywerheidsversoenig, 1956, gesluit deur en aangegaan tussen die

Cape Manufacturing Chemists' and Druggists' Association (hierna die "werkgewers" of die "werkgewersorganisasie" genoem), aan die een kant, en die

Chemical and Allied Workers' Union

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

wat die partye is by die Nywerheidsraad vir die Chemikalieë-nywerheid (Kaap).

1. TOEPASSINGSBESTEK VAN OOREENKOMS

(1) Hierdie Ooreenkoms moet in die Chemikalieënywerheid (Kaap) nagekom word—

(a) deur alle werkgewers wat lede van die werkgewers-organisasie is en alle werknemers wat lede van die vakvereniging is, wat betrokke is by of werksaam is in die Nywerheid;

(b) in die munisipale gebied van Kaapstad soos dit op 19 Oktober 1966 bestaan het en die landdrosdistrikte Goodwood (uitgesonderd daardie gedeeltes wat ingevolge Goewermementskennisgewing 1882 van 3 Oktober 1975 vanaf die landdrosdistrik Die Kaap oorgeplaas is en uitgesonderd daardie gedeeltes wat ingevolge Goewermementskennisgewing 1611 van 3 September 1976 vanaf die landdrosdistrikte Die Kaap en Wynberg oorgeplaas is) en Bellville (uitgesonderd daardie gedeeltes wat ingevolge Goewermementskennisgewings 2102 en 173 van onderskeidelik 2 November 1945 en 9 Februarie 1973 vanaf die landdrosdistrik Wynberg oorgeplaas is), in daardie gedeeltes van die landdrosdistrikte Malmesbury en Stellenbosch wat onderskeidelik voor die publikasie van Goewermementskennisgewings 171 en 283 van 8 Februarie 1957 en 2 Maart 1962 binne die landdrosdistrik Bellville geval het en in daardie gedeelte van die landdrosdistrik Kuilsrivier wat voor die publikasie van Goewermementskennisgewing 661 van 19 April 1974 binne die landdrosdistrik Stellenbosch geval het, maar wat voor 2 Maart 1962 binne die landdrosdistrik Bellville geval het.

(2) Ondanks subklousule (1), is hierdie Ooreenkoms van toepassing op slegs dié werknemers vir wie lone in die Hoof-ooreenkoms voorgeskryf word.

2. GELDIGHEIDSDUUR

Hierdie Ooreenkoms tree in werking op dié datum wat die Minister kragtens artikel 48 (1) van die Wet vasstel en bly van krag vir 'n tydperk van vyf jaar of vir dié tydperk wat hy bepaal.

3. WOORDOMSKRYWING

(1) Tensy die teenoorgestelde bedoeling blyk, het alle uitdrukings wat in hierdie Ooreenkoms gebesig en in die Wet op Nywerheidsversoenig (Wet 28 van 1956) omskryf word, dieselfde betekenis as in daardie Wet, en waar daar van 'n wet melding gemaak word, word ook alle wysigings daarvan bedoel; met woorde wat die manlike geslag aandui, word ook vroue bedoel en, voorts, tensy onbestaanbaar met die samehang, beteken—

"Chemikalieënywerheid" die Nywerheid waarin werkgewers en werknemers met mekaar geassosieer is vir dié bereiding, vervaardiging, bottel, toedraai en/of verpakking van ondergenoemde handelsartikels in bedryfsinrigtings wat ingevolge die Wet op Fabriek, Masjinerie en Bouwerk, 1941, aan registrasie onderworpe is, naamlik:

Geneeskundige preparate wat vir menslike of dierlike gebruik bedoel is, toiletpreparate, parfüm of reukwater, antiseptiese middels, reukweermiddels, chemiese produkte vir fotografiese doeleindes, bakpoeier en/of die bestanddele daarvan, gis, gelatien, ekstrakte, geursels en kleurstowwe vir eetware;

"Main Agreement" means the Agreement published under Government Notice R. 375 of 18 March 1977 and includes any amendment or extension thereof, and any succeeding Agreement;

"Management Committee" means the Committee of Management appointed to administer the Fund in terms of the rules of the Fund;

"Rules of the Fund" means the Rules of the Fund as adopted from time to time by the Management Committee and shall include the by-laws, annexures and any other provisions relating to the benefits which may become payable in terms of a resolution adopted at a general meeting or by the Management Committee.

4. MEDICAL FUND

(1) The Council, having resolved that employers and employees in the Chemical Industry should participate in the M.C.G. Medical Fund inaugurated by the Midland Chamber of Industries, hereinafter referred to as "the Fund", hereby authorises, for the purpose of implementing the objects set forth in the Rules of the Fund, the collection of contributions in accordance with the procedure detailed hereunder.

(2) Every employer shall each week or month, as the case may be, deduct from the wage of each of his employees the amount calculated in terms of the Rules of the Fund and notified to him by the administrators of the Fund: Provided that the deductions shall be made only after the employee has completed three month's service with his employer. To the amount so deducted, the employer shall add the amount notified to him by the administrators of the Fund.

(3) The total of the amounts referred to in subclause (2) shall be forwarded by the employer to the administrators of the Fund not later than the 15th day of the month following the month during which the deductions were made.

(4) Every employer shall, within 15 days from the date on which he is requested to do so, submit to the administrators of the Fund such information concerning his employees as may be required for the purposes of the Fund.

(5) For the purposes of this clause, "administrators of the Fund" shall mean the Management Committee appointed in terms of the Rules of the Fund.

5. COMPLIANCE WITH THE RULES OF THE FUND

Every employer and employee shall comply at all times with the Rules of the Fund. For the purposes of this clause, the term "Rules" shall include any amendments to the rules adopted from time to time.

6. EXEMPTIONS

(1) Subject to the proviso to section 51 (3) of the Act, the Council may, on account of old age or infirmity or for any other good or sufficient reason, grant to or in respect of any person exemption from any of the provisions of this Agreement.

(2) The Council shall fix in respect of any person granted exemption under the provisions of subclause (1) of this clause the conditions subject to which such exemption is granted and the period during which such exemption shall operate: Provided that the Council 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.

(3) The Secretary of the Council shall issue to every person granted exemption in accordance with the provisions of this clause a licence signed by him setting out—

- (a) the full name of the person concerned;
- (b) the provisions of the Agreement from which exemption is granted;
- (c) the conditions fixed in accordance with the provisions of subclause (2) of this clause subject to which such exemption is granted; and
- (d) the period during which the exemption shall operate.

(4) The Secretary of the Council shall—

- (a) retain a copy of each licence issued; and
- (b) where an exemption is granted to an employee, forward a copy of the licence of exemption to the employer concerned.

(5) Every employer and employee shall observe the provisions of any licence of exemption in terms of this clause.

7. AGENTS

The Council shall appoint one or more specified persons as agents to assist in giving effect to the terms of this Agreement.

"Hoofdooreenkoms" die Ooreenkoms gepubliseer by Goewermentskennisgewing R. 375 van 18 Maart 1977 en sluit dit in enige wysiging of verlenging daarvan en enige daaropvolgende Ooreenkoms;

"Bestuurskomitee" die Bestuurskomitee wat aangestel word om die Fonds ingevolge die reëls daarvan te administreer;

"Reëls van die Fonds" die Reëls van die Fonds soos van tyd tot tyd deur die Bestuurskomitee goedgekeur, met inbegrip van die regulasies, aanhangsels en alle ander bepalinge betreffende die bystand wat betaalbaar is ingevolge 'n besluit op 'n algemene vergadering of deur die Bestuurskomitee aangeneem.

4. MEDIESE FONDS

(1) Nademaal die Raad besluit het dat die werkgewers en werknemers in die Chemikalieënwerheid moet deelneem aan die M.C.G.- Mediese Fonds wat deur die Midland Chamber of Industries ingestel is, hierna "die Fonds" genoem, magtig hy hierby die invordering van bydraes ooreenkomstig die procedure wat hieronder uiteengesit word, ten einde uitvoering te gee aan die doelstellings in die Reëls van die Fonds vervat.

(2) Elke werkgewer moet elke week of maand, na gelang van die geval, van die loon van elke een van sy werknemers die bedrag aftrek wat ingevolge die Reëls van die Fonds bereken is en waarvan die administrateurs van die Fonds hom verwittig het: Met dien verstande dat aftrekkings slegs gemaak sal word nadat die werknemer drie maande diens by sy werkgewer voltooi het. By die bedrag aldus afgetrek, moet die werkgewer die bedrag byvoeg waarvan die administrateurs van die Fonds hom verwittig het.

(3) Die werkgewer moet die totaal van die bedrae in subklousule (2) bedoel aan die administrateurs van die Fonds stuur voor of op die 15de dag van die maand wat volg op die maand waarin die aftrekkings gedoen is.

(4) Elke werkgewer moet binne 15 dae vanaf die datum waarop hy daartoe versoek word aan die administrateurs van die Fonds dié inligting omtrent sy werknemers voorlê wat vir die doel van die Fonds nodig is.

(5) Vir die toepassing van hierdie klousule beteken "administrateurs van die Fonds" die Bestuurskomitee wat ingevolge die Reëls van die Fonds aangestel is.

5. NAKOMING VAN DIE REËLS VAN DIE FONDS

Elke werkgewer en werknemer moet te alle tye die Reëls van die Fonds nakom. Vir die toepassing van hierdie klousule sluit die benaming "Reëls" alle wysigings in van die reëls wat van tyd tot tyd goedgekeur word.

6. VRYSTELLINGS

(1) Die Raad kan weens die ouderdom of swakheid van 'n werknemer of om enige afdoende rede, vrystelling van enigeen van die bepalinge van hierdie Ooreenkoms aan of ten opsigte van enige persoon verleen.

(2) Die Raad moet ten opsigte van 'n persoon aan wie vrystelling ingevolge subklousule (1) van hierdie klousule verleen word, die voorwaardes waarop vrystelling verleen word en die tydperk waarvoor daardie vrystelling van krag is, vasstel: Met dien verstande dat die Raad na goedvinde en met een week skriftelike kennisgewing aan die betrokke persoon, 'n vrystellingsertifikaat kan intrek afgesien daarvan of die tydperk waarvoor die vrystelling verleen is, verstryk het of nie.

(3) Die Sekretaris van die Raad moet aan elke persoon aan wie vrystelling ooreenkomstig hierdie klousule verleen word, 'n sertifikaat uitreik wat deur hom onderteken is, en waarop die volgende verskyn:

- (a) Die volle naam van die betrokke persoon;
- (b) die bepalinge van die Ooreenkoms waarvan vrystelling verleen word;
- (c) die voorwaardes wat ooreenkomstig subklousule (2) van hierdie klousule vasgestel is en waarop dié vrystelling verleen word; en
- (d) die tydperk wat die vrystelling van krag is.

(4) Die Sekretaris van die Raad moet—

- (a) 'n kopie hou van elke sertifikaat wat uitgereik word; en
- (b) as vrystelling aan 'n werknemer verleen word, 'n kopie van die vrystellingsertifikaat aan die betrokke werkgewer stuur.

(5) Elke werkgewer en werknemer moet die bepalinge nakom van 'n vrystellingsertifikaat wat kragtens hierdie klousule uitgereik is.

7. AGENTE

Die Raad moet een of meer aangewese persone as agente aanstel om te help om uitvoering aan hierdie Ooreenkoms te gee.

It shall be the duty of every employer and every employee to permit such agents to institute such enquiries and to examine such books and/or documents and to interrogate such persons as may be necessary for this purpose.

8. EXHIBITION OF AGREEMENT

Every employer shall keep a legible copy of this Agreement in both official languages, in the form prescribed in the regulations under the Act, exhibited in his establishment in a place readily accessible to his employees. He shall similarly exhibit a copy of the Rules of the Fund.

Signed at Cape Town on behalf of the parties this 31st day of October 1977.

B. SPITZGLASS, Chairman.

J. HEEGER, Vice-Chairman.

A. A. DAVIS, Secretary.

No. R. 2010

6 October 1978

BLACK LABOUR RELATIONS REGULATION ACT, 1953

LABOUR DISPUTE.—ROAD PASSENGER TRANSPORTATION TRADE, MAGISTERIAL DISTRICT OF VEREENIGING

I, Elias Albertus Cilliers, Secretary for Labour, hereby notify in terms of section 11 (2) of the Black Labour Relations Regulation Act, 1953, that the Minister of Labour in pursuance of a report by the Central Black Labour Board in terms of section 10 (4) of the said Act, has requested the Wage Board in terms of section 11 (1) of the said Act to submit to him a recommendation concerning the wage rates at which bus driver-conductors who are employed by employers in the Road Passenger Transportation Trade in the Magisterial District of Vereeniging should be remunerated.

For the purpose of this notice—

“Road Passenger Transportation Trade” means the trade in which employers (other than employers exclusively conveying school-children between their places of residence and the schools they attend) and employees are associated for the purpose of conveying for reward on any public road any person by means of a power-driven vehicle (other than a vehicle in the possession of and controlled by the South African Railways and Harbours Administration or a local authority) intended to carry more than seven persons simultaneously, including the driver of the vehicle, and includes all operations incidental thereto or consequent thereon; and

“local authority” means any institution or body contemplated in section 84 (1) (f) of the Republic of South Africa Constitution Act, 1961, and also includes an Administration Board established in terms of section 2 of the Black Affairs Administration Act, 1971 (Act 45 of 1971)

E. A. CILLIERS, Secretary for Labour.

No. R. 2021

6 October 1978

INDUSTRIAL CONCILIATION ACT, 1956

BUILDING INDUSTRY, DURBAN.—AMENDMENT OF AGREEMENT

I, Stephanus Petrus Botha, Minister of Labour, hereby—

(a) in terms of section 48 (1) (a) of the Industrial Conciliation Act, 1956, declare that the provisions of the Agreement (hereinafter referred to as the Amending Agreement) which appears in the Schedule hereto

324—B

Dit is die plig van elke werkgever en elke werknemer om sodanige agente toe te laat om dié navrae te doen, dié boeke en/of dokumente te ondersoek en om dié persone te ondervra wat vir hierdie doel nodig mag wees.

8. VERTONING VAN OOREENKOMS

Elke werkgever moet 'n leesbare kopie van hierdie Ooreenkoms in albei amptelike tale en in die vorm wat voorgeskryf word in die regulasies wat kragtens die Wet opgestel is, in sy bedryfsinrigting vertoon hou op 'n plek wat vir sy werknemers maklik toeganklik is. Desgelyks moet hy ook 'n kopie van die Reëls van die Fonds vertoon.

Namens die partye op hede die 31ste dag van Oktober 1977 te Kaapstad onderteken.

B. SPITZGLASS, Voorsitter.

J. HEEGER, Ondervoorsitter.

A. A. DAVIS, Sekretaris.

No. R. 2010

6 Oktober 1978

WET OP DIE REËLING VAN SWART ARBEIDSVERHOUDINGE, 1953

ARBEIDSGESKIL.—PADPASSASIEVERVOERBEDRYF, LANDDROSDISTRIK VEREENIGING

Ek, Elias Albertus Cilliers, Sekretaris van Arbeid, maak hierby kragtens artikel 11 (2) van die Wet op die Reëling van Swart Arbeidsverhoudinge, 1953, bekend dat die Minister van Arbeid na aanleiding van 'n verslag deur die Sentrale Swart Arbeidsraad kragtens artikel 10 (4) van genoemde Wet die Loonraad kragtens artikel 11 (1) van genoemde Wet versoek het om aan hom 'n aanbeveling voor te lê betreffende die loonskale waarteen busdrywer-kondukteurs in diens van werkgevers in die Padpassasiersvervoerbedryf in die landdrosdistrik Vereeniging, besoldig behoort te word.

Vir die doeleindes van hierdie kennisgewing beteken—

“Padpassasiersvervoerbedryf” die bedryf waarin werkgevers (uitgesonderd werkgevers wat uitsluitlik skoolkinders tussen hul verblyfplekke en die skole wat hulle bywoon, vervoer) en werknemers met mekaar geassosieer is met die doel om op enige openbare pad vir beloning enige persoon te vervoer deur middel van 'n kragaangedrewe voertuig (behalwe 'n voertuig in besit van en beheer deur die Suid-Afrikaanse Spoorweg- en Hawensadministrasie of enige plaaslike owerheid) bedoel om meer as sewe persone, met inbegrip van die drywer van die voertuig, gelyktydig te vervoer en omvat dit alle werksaamhede wat daarmee gepaard gaan of daaruit voortspruit; en

“plaaslike owerheid” 'n instelling of liggaam wat in artikel 84 (1) (f) van die Grondwet van die Republiek van Suid-Afrika, 1961, beoog word en sluit ook in 'n Administrasieraad ingestel kragtens artikel 2 van die Wet op die Administrasie van Swart Sake, 1971 (Wet 45 van 1971).

E. A. CILLIERS, Sekretaris van Arbeid.

No. R. 2021

6 Oktober 1978

WET OP NYWERHEIDSVERSOENING, 1956

BOUNYWERHEID, DURBAN.—WYSIGING VAN OOREENKOMS

Ek, Stephanus Petrus Botha, Minister van Arbeid, verklaar hierby—

(a) kragtens artikel 48 (1) (a) van die Wet op Nywerheidsversoening, 1956, dat die bepalings van die Ooreenkoms (hierna die Wysigingsooreenkoms genoem) wat in die Bylae hiervan verskyn en op die

and which relates to the Building Industry, shall be binding, with effect from 26 October 1978 and for the period ending 29 April 1979, upon the employers' organisation and the trade unions which entered into the Amending Agreement and upon the employers and employees who are members of the said organisation or unions;

(b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the Amending Agreement, excluding those contained in clause 1 (1) (a) and clause 4 (1) in so far as it replaces clause 39 (1) (i) of the Agreement published under Government Notice R. 1995 of 24 October 1975, shall be binding, with effect from 26 October 1978 and for the period ending 29 April 1979, upon all employers and employees other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Industry in the areas specified in clause 1 (1) (b) of the Amending Agreement; and

(c) in terms of section 48 (3) (a) of the said Act, declare that in the areas specified in clause 1 (1) (b) of the Amending Agreement and with effect from 26 October 1978 and for the period ending 29 April 1979, the provisions of the Amending Agreement, excluding those contained in clause 1 (1) (a) and clause 4 (1) in so far as it replaces clause 39 (1) (i) of the Agreement published under Government Notice R. 1995 of 24 October 1975, shall *mutatis mutandis* be binding upon all Blacks 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 Blacks in their employ.

S. P. BOTHA, Minister of Labour.

SCHEDULE

INDUSTRIAL COUNCIL FOR THE BUILDING INDUSTRY, DURBAN

AGREEMENT

in accordance with the provisions of the Industrial Conciliation Act, 1956, made and entered into by and between the Master Builders' and Allied Trades Association, Durban (hereinafter referred to as the "employers" or the "employers' organisation"), of the one part, and the

Amalgamated Society of Woodworkers

Amalgamated Union of Building Trade Workers of South Africa

White Building Workers' Union

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

being parties to the Industrial Council for the Building Industry, Durban,

further to amend the Main Agreement between the said parties, published under Government Notice R. 1995 of 24 October 1975, as amended by Government Notices R. 694 of 23 April 1976, R. 1893 of 15 October 1976, R. 1080 of 17 June 1977, R. 2154 of 21 October 1977, R. 987 of 19 May 1978 and R. 1335 of 30 June 1978.

1. SCOPE OF APPLICATION

(1) The terms of this Agreement shall be observed in the Building Industry—

(a) by all employers and employees who are members of the employers' organisation or any of the trade unions;

(b) in the Magisterial Districts of Durban (excluding that portion which, prior to the publication of Government Notice 1401 of 16 August 1968, fell within the Magisterial District of Umlazi), Pinetown and Inanda.

Bounywerheid betrekking het, met ingang van 26 Oktober 1978 en vir die tydperk wat op 29 April 1979 eindig, bindend is vir die werkgewersorganisasie en die vakverenigings wat die Wysigingsooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasie of verenigings is;

(b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepaling van die Wysigingsooreenkoms, uitgesonderd dié vervat in klousule 1 (1) (a) en klousule 4 (1) vir sover dit klousule 39 (1) (i) van die Ooreenkoms gepubliseer by Goewermentskennisgewing R. 1995 van 24 Oktober 1975 vervang, met ingang van 26 Oktober 1978 en vir die tydperk wat op 29 April 1979 eindig, bindend is vir alle ander werkgewers en werknemers as dié genoem in paragraaf (a) van hierdie kennisgewing, wat betrokke is by of in diens is in genoemde Nywerheid in die gebiede gespesifiseer in klousule 1 (1) (b) van die Wysigingsooreenkoms; en

(c) kragtens artikel 48 (3) (a) van genoemde Wet, dat die bepaling van die Wysigingsooreenkoms, uitgesonderd dié vervat in klousule 1 (1) (a) en klousule 4 (1) vir sover dit klousule 39 (1) (i) van die Ooreenkoms gepubliseer by Goewermentskennisgewing R. 1995 van 24 Oktober 1975 vervang, met ingang van 26 Oktober 1978 en vir die tydperk wat op 29 April 1979 eindig, in die gebiede gespesifiseer in klousule 1 (1) (b) van die Wysigingsooreenkoms *mutatis mutandis* bindend is vir alle Swartes in diens in genoemde Nywerheid by dié werkgewers vir wie enigeen van genoemde bepalinge ten opsigte van werknemers bindend is en vir daardie werkgewers ten opsigte van Swartes in hul diens.

S. P. BOTHA, Minister van Arbeid.

BYLAE

NYWERHEIDSRAAD VIR DIE BOUNYWERHEID DURBAN

OOREENKOMS

ingevolge die Wet op Nywerheidsversoening, 1956, gesluit deur en aangegaan tussen die

Master Builders' and Allied Trades Association, Durban (hierna die "werkgewers" of die "werkgewersorganisasie" genoem), aan die een kant, en die

Amalgamated Society of Woodworkers

Amalgamated Union of Building Trade Workers of South Africa

Blanke Bouwerkersvakbond

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

wat die partye is by die Nywerheidsraad vir die Bounywerheid, Durban,

om die Hoof-ooreenkoms tussen genoemde partye, gepubliseer by Goewermentskennisgewing R. 1995 van 24 Oktober 1975, soos gewysig by Goewermentskennisgewings R. 694 van 23 April 1976, R. 1893 van 15 November 1976, R. 1080 van 17 Junie 1977, R. 2154 van 21 Oktober 1977, R. 987 van 19 Mei 1978 en R. 1335 van 30 Junie 1978, verder te wysig.

1. TOEPASSINGSBESTEK

(1) Hierdie Ooreenkoms moet in die Bounywerheid nagekom word—

(a) deur alle werkgewers en werknemers wat lede van die werkgewersorganisasie of van enigeen van die vakverenigings is;

(b) in die landdrosdistrikte Durban (uitgesonderd daardie gedeelte wat voor die publikasie van Goewermentskennisgewing 1401 van 16 Augustus 1968 binne die landdrosdistrik Umlazi geval het), Pinetown en Inanda.

(2) Notwithstanding the provisions of subclause (1) (a), the terms of this Agreement shall—

(a) apply to apprentices only insofar as they are not inconsistent with the provisions of the Apprenticeship Act, 1944, or any conditions prescribed thereunder;

(b) apply to trainees only insofar as they are not inconsistent with the provisions of the Training of Artisans Act, 1951, or any conditions prescribed thereunder;

(c) not apply to clerical employees or to employees engaged in administrative duties or to any member of any administrative staff;

(d) apply to general foremen: Provided that—

(i) the terms of this Agreement shall not apply to an employee who—

(aa) was employed as a general foreman as at 22 November 1972; and

(ab) continues to be employed as a general foreman during any period commencing on or after 23 November 1972, irrespective of whether he is employed by the same employer by whom he was employed on 22 November 1972 or not; and

(ac) is in receipt of annual earnings of not less than R4 500; and

(ad) is entitled, in terms of his conditions of employment, to compulsory membership of a pension scheme and a medical aid scheme, the total cost of which is not less than the respective amounts prescribed in clause 39 (1) (c) and (e) of the Main Agreement;

(ii) notwithstanding the provisions of proviso (i) hereof, the terms of this Agreement shall apply to an employee referred to in proviso (i) hereof who has voluntarily elected to notify his employer, in writing, that he wishes the terms of the Main Agreement to be applied to him.

2. CLAUSE 29.—ANNUAL AND PUBLIC HOLIDAYS

In subclause (1) (a), insert the following subparagraph:

“(iv) between finishing time on Friday, 15 December 1978, and starting time on Monday, 8 January 1979;”.

3. CLAUSE 30.—MINIMUM WAGE RATES

In subclause (1), substitute the following for the heading and paragraph (h) of the table of wage rates:

	“From 26/10/78 Per hour R
(h) Craftsmen and employees in all other trades and occupations not elsewhere herein specified, excluding apprentices.....	2,51”.

4. CLAUSE 39.—FRINGE BENEFITS AND STAMPS—CRAFTSMEN

(1) In subclause (1), add the following column:

	“From 26/10/78 R
(a) Holiday pay.....	8,80
(b) Holiday bonus.....	4,00
(c) Pension Scheme contributions.....	13,30
(d) Benefit Fund contributions.....	1,20
(e) Medical Aid Fund contributions.....	5,50
(f) Contributions to Industrial Council expenses....	0,30
(g) Contributions to National Development Fund...	0,07
(h) Contributions to Building Industries Recruitment and Training Fund.....	0,30
(i) Special membership levy.....	0,12
(j) Total sum.....	<u>R33,59”.</u>

(2) In subclause (3), add the following column:

	“From 26/10/78 Cents per hour
(a) Holiday pay.....	22,00
(b) Holiday bonus.....	10,00
(c) Pension Scheme contribution.....	31,25
(d) Benefit Fund contribution.....	3,00
(e) Medical Aid Fund contribution.....	8,75
(f) Total sum.....	<u>75,00”.</u>

(2) Ondanks subklousule (1) (a), is hierdie Ooreenkoms—

(a) op vakleerlinge van toepassing slegs vir sover dit nie met die Wet op Vakleerlinge, 1944, of met voorwaardes wat daarkragtens voorgeskryf is, onbestaanbaar is nie;

(b) op kwekelinge van toepassing slegs vir sover dit nie met die Wet op Opleiding van Ambagsmanne, 1951, of met voorwaardes wat daarkragtens voorgeskryf is, onbestaanbaar is nie;

(c) nie op klerklike werknemers of op werknemers wat administratiewe pligte verrig of op 'n lid van die administratiewe personeel van toepassing nie;

(d) op algemene voormanne van toepassing: Met dien verstande dat—

(i) hierdie Ooreenkoms nie van toepassing is nie op 'n werknemer wat—

(aa) op 22 November 1972 as algemene voorman in diens was; en

(ab) voortgaan om as algemene voorman in diens te wees tydens enige tydperk wat op of na 23 November 1972 begin, ongeag of hy in diens is by dieselfde werkgever by wie hy op 22 November 1972 in diens was, al dan nie; en

(ac) 'n jaarlikse verdienste van minstens R4 500 ontvang; en

(ad) ingevolge sy diensvoorwaardes geregtig is op verpligte lidmaatskap van 'n pensioenskema en 'n mediese bystandskema, waarvan die totale koste minstens gelyk is aan die onderskeie bedrae voorgeskryf in klousule 39 (1) (c) en (e) van die Hoofooreenkoms;

(ii) ondanks voorbehoudsbepaling (i) hiervan, hierdie Ooreenkoms van toepassing is op 'n werknemer in voorbehoudsbepaling (i) hiervan bedoel, wat vrywillig verkies het om sy werkgever skriftelik daarvan in kennis te stel dat hy verlang dat die Hoofooreenkoms op hom van toepassing moet wees.

2. KLOUSULE 29.—JAARLIKSE VERLOF EN OPENBARE VAKANSIEDAE

In subklousule (1) (a), voeg die volgende subparagraaf in:

“(iv) tussen uitskeityd op Vrydag, 15 Desember 1978, en aanvangstyd op Maandag, 8 Januarie 1979;”.

3. KLOUSULE 30.—MINIMUM LOONSKALE

In subklousule (1), vervang die opskrif en paragraaf (h) van die loontabel deur die volgende:

	“Vanaf 26/10/78 Per uur R
(h) Ambagsmanne en werknemers in alle ander ambagte en beroepe wat nie elders hierin gespesifiseer word nie, uitgesonderd vakleerlinge....	2,51”.

4. KLOUSULE 39.—BYVOORDELE EN SEËLS—AMBAGSMANNE

(1) Voeg die volgende kolom by subklousule (1):

	“Vanaf 26/10/78 R
(a) Vakansiebesoldiging.....	8,80
(b) Vakansiebonus.....	4,00
(c) Bydraes tot Pensioenskema.....	13,30
(d) Bydraes tot Bystandsfonds.....	1,20
(e) Bydraes tot Mediese Hulpfonds.....	5,50
(f) Bydraes tot uitgawes van die Nywerheidsraad....	0,30
(g) Bydraes tot Nasionale Ontwikkelingsfonds.....	0,07
(h) Bydraes tot Werwings- en Opleidingsfonds van die Bounywerheid.....	0,30
(i) Spesiale lidmaatskapheffing.....	0,12
(j) Totale som.....	<u>R33,59”.</u>

(2) Voeg die volgende kolom by subklousule (3):

	“Vanaf 26/10/78 Sent per uur
(a) Vakansiebesoldiging.....	22,00
(b) Vakansiebonus.....	10,00
(c) Bydrae tot Pensioenskema.....	31,25
(d) Bydrae tot Bystandsfonds.....	3,00
(e) Bydrae tot Mediese Hulpfonds.....	8,75
(f) Totale som.....	<u>75,00”.</u>

(3) In subclause (4) (a), add the following column:

“(E)”	From 26/10/78
	R
(i) Holiday pay.....	8,80
(ii) Holiday bonus.....	4,00
(iii) Pension Scheme contributions.....	13,30
(iv) Benefit Fund contributions.....	1,20
(v) Medical Aid Fund contributions.....	5,50
(vi) Contributions to Industrial Council Expenses...	0,15
(vii) Total sum.....	<u>R32,95”</u>

Signed at Durban on behalf of the parties this 6th day of September 1978.

M. LIPSHITZ, Chairman.

C. A. HARRIS, Member.

K. H. DAVEL, Secretary.

DEPARTMENT OF PLURAL RELATIONS AND DEVELOPMENT

No. R. 2003 6 October 1978

REDEFINITION OF THE NAMAKGALE TOWNSHIP, LEBOWA

I, Wilhelm Laubscher Vosloo, Deputy Minister of Plural Relations and Development, acting on behalf of the Minister of Plural Relations and Development under and by virtue of the powers vested in him by regulation 4 (1) (b) of Chapter 1 of the Regulations for the Administration and Control of Townships in Black Areas, published under Proclamation R. 293 of 1962, hereby—

(a) redefine the Namakgale Township by amending Government Notice 756 of 1969 by the substitution for the Schedule thereto of the accompanying Schedule; and

(b) withdraw Government Notice 1425 of 1973.

W. L. VOSLOO, Deputy Minister of Plural Relations and Development.

(File T60/4/1520/1)

SCHEDULE

The area of land consisting of the following pieces of land situate in Lebowa on the farm Makushane Location 28 LU, District of Letaba, as indicated on the undermentioned diagrams and plans approved by the Secretary for Plural Relations and Development and filed in his office, copies of which are available in the office of the Township Superintendent:

(1) A certain piece of land, in extent 508,527 8 hectares, indicated on Diagram BA70/1968.

(2) Unit C, in extent 196,918 1 hectares, indicated on Diagram BA99/1973.

(3) Unit 1, consisting of portions in extent 2,753 7 hectares, 1,804 8 hectares and 1,500 0 hectares, indicated on General Plan BA180/1972, General Plan BA325/1977 and Diagram BA271/1976 respectively.

(4) Unit D, consisting of portions in extent 14,068 0 hectares, 10,056 8 hectares, 49,663 5 hectares and 55,379 5 hectares indicated on General Plans BA275/1976, BA249/1977, BA49/1978 and BA64/1978 respectively.

DEPARTMENT OF PRISONS

No. R. 1993 6 October 1978

AMENDMENT OF THE PRISON REGULATIONS

The Acting State President has, under and by virtue of the powers vested in him by section 94 of the Prisons Act, 1959 (Act 8 of 1959), made the regulations contained in the Annexure hereto.

(3) Voeg die volgende kolom by subklousule (4) (a):

“(E)”	Vanaf 26/10/78
	R
(i) Vakansiebesoldiging.....	8,80
(ii) Vakansiebonus.....	4,00
(iii) Bydraes tot Pensioenskema.....	13,30
(iv) Bydraes tot Bystandsfonds.....	1,20
(v) Bydraes tot Mediese Hulpfonds.....	5,50
(vi) Bydraes tot uitgawes van die Nywerheidsraad...	0,15
(vii) Totale som.....	<u>R32,95”</u>

Namens die partye op hede die 6de dag van September 1978 te Durban onderteken.

M. LIPSHITZ, Voorsitter.

C. A. HARRIS, Lid.

K. H. DAVEL, Sekretaris.

DEPARTEMENT VAN PLURALE BETREK- KINGE EN ONTWIKKELING

No. R. 2003 6 Oktober 1978

HEROMSKRYWING VAN DIE DORP NAMAKGALE, LEBOWA

Ek, Wilhelm Laubscher Vosloo, Adjunk-minister van Plurale Betrekkinge en Ontwikkeling, handelende namens die Minister van Plurale Betrekkinge en Ontwikkeling kragtens die bevoegdheid hom verleen by regulasie 4 (1) (b) van Hoofstuk 1 van die Regulasies vir die Administrasie en Bestuur van Dorpe in Swart Gebiede, afgekondig by Proklamasie R. 293 van 1962—

(a) heromskryf hierby die dorp Namakgale deur Goewermenskenningsgewing 756 van 1969 te wysig deur die Bylae daarvan deur bygaande Bylae te vervang; en

(b) trek hierby Goewermenskenningsgewing 1425 van 1973 in.

W. L. VOSLOO, Adjunk-minister van Plurale Betrekkinge en Ontwikkeling.

(Lêer T60/4/1520/1)

BYLAE

Die grondgebied bestaande uit die volgende stukke grond geleë in Lebowa op die plaas Makushane Location 28 LU, distrik Letaba, soos aangedui op ondergenoemde kaarte en planne wat deur die Sekretaris van Plurale Betrekkinge en Ontwikkeling goedgekeur is en in sy kantoor bewaar word en waarvan afskrifte beskikbaar is in die kantoor van die Dorpsuperintendent:

(1) 'n Sekere stuk grond, groot 508,527 8 hektaar, aangedui op Kaart BA70/1968.

(2) Eenheid C, groot 196,918 1 hektaar, aangedui op Kaart BA99/1973.

(3) Eenheid 1, bestaande uit gedeeltes, groot 2,753 7 hektaar, 1,804 8 hektaar en 1,500 0 hektaar, onderskeidelik aangedui op Algemene Plan BA180/1972, Algemene Plan BA325/1977 en Kaart BA271/1976.

(4) Eenheid D, bestaande uit gedeeltes, groot 14,068 0 hektaar, 10,056 8 hektaar, 49,663 5 hektaar en 55,379 5 hektaar, onderskeidelik aangedui op Algemene Planne BA275/1976, BA249/1977, BA49/1978 en BA64/1978.

DEPARTEMENT VAN GEVANGENISSE

No. R. 1993 6 Oktober 1978

WYSIGING VAN DIE GEVANGENISREGULASIES

Die Waarnemende Staatspresident het, kragtens die bevoegdheid hom verleen by artikel 94 van die Wet op Gevangenis, 1959 (Wet 8 van 1959), die regulasies uitgevaardig wat in die Bylae hiervan vervat is.

ANNEXURE

1. In this Annexure the term "the Prison Regulations", unless it appears differently from the context thereof, means the regulations published under Government Notice R. 2080 of 31 December 1965, as amended by Government Notice R. 992 of 30 June 1967, Government Notice R. 441 of 22 March 1968, Government Notice R. 801 of 10 May 1968, Government Notice R. 1865 of 11 October 1968, Government Notice R. 2227 of 6 December 1968, Government Notice R. 2325 of 20 December 1968, Government Notice R. 726 of 2 May 1969, Government Notice R. 1530 of 18 September 1970, Government Notice R. 1979 of 13 November 1970, Government Notice R. 557 of 8 April 1971, Government Notice R. 1199 of 9 July 1971, Government Notice R. 53 of 14 January 1972, Government Notice R. 776 of 12 May 1972, Government Notice R. 1476 of 25 August 1972, Government Notice R. 384 of 16 March 1973, Government Notice R. 922 of 30 May 1973, Government Notice R. 2368 of 14 December 1973, Government Notice R. 1842 of 11 October 1974, Government Notice R. 1311 of 11 July 1975, Government Notice R. 921 of 28 May 1976, Government Notice R. 2261 of 3 December 1976, Government Notice R. 967 of 3 June 1977, Government Notice R. 1047 of 17 June 1977, Government Notice R. 1199 of 23 June 1977, Government Notice R. 1584 of 12 August 1977, Government Notice R. 1731 of 2 September 1977, Government Notice R. 2094 of 14 October 1977, and Government Notice R. 992 of 19 May 1978.

2. Regulation 100 of the Prison Regulations is hereby amended—

(a) by the substitution for subregulation (1) of the following subregulation:

"(1) Subject to the provisions of sections 36, 37 and 56 of the Act, sections 302, 308, 309, 316 and 321 (1) (a) of the Criminal Procedure Act, 1977 (Act 51 of 1977), and the directions which may be prescribed, corporal punishment shall not be inflicted—

(a) before the period within which an appeal in terms of the relative provisions of the Criminal Procedure Act, 1977, may be noted, has expired and written notification has been received that an appeal has not been noted, unless the convicted person has indicated in writing that he has no intention of noting an appeal, and he agrees that corporal punishment may be inflicted before the expiry of the said period;

(b) where an appeal has been noted against the sentence whereby such corporal punishment was imposed, before written notification has been received that this sentence has been confirmed;

(c) where the sentence whereby such corporal punishment was imposed is subject to review, before written notification has been received that this sentence has been confirmed;

(d) where a request, as contemplated in section 316 of the Criminal Procedure Act, 1977, has been made, before written notification has been received either that such a request has been refused or that the sentence whereby such corporal punishment was imposed has been confirmed."; and

BYLAE

1. In hierdie Bylae, tensy uit die samehang anders blyk, beteken die uitdrukking "die Gevangenisregulasies" die regulasies afgekondig by Goewermentskennisgewing R. 2080 van 31 Desember 1965, soos gewysig by Goewermentskennisgewing R. 992 van 30 Junie 1967, Goewermentskennisgewing R. 441 van 22 Maart 1968, Goewermentskennisgewing R. 801 van 10 Mei 1968, Goewermentskennisgewing R. 1865 van 11 Oktober 1968, Goewermentskennisgewing R. 2227 van 6 Desember 1968, Goewermentskennisgewing R. 2325 van 20 Desember 1968, Goewermentskennisgewing R. 726 van 2 Mei 1969, Goewermentskennisgewing R. 1530 van 18 September 1970, Goewermentskennisgewing R. 1979 van 13 November 1970, Goewermentskennisgewing R. 557 van 8 April 1971, Goewermentskennisgewing R. 1199 van 9 Julie 1971, Goewermentskennisgewing R. 53 van 14 Januarie 1972, Goewermentskennisgewing R. 776 van 12 Mei 1972, Goewermentskennisgewing R. 1476 van 25 Augustus 1972, Goewermentskennisgewing R. 384 van 16 Maart 1973, Goewermentskennisgewing R. 922 van 30 Mei 1973, Goewermentskennisgewing R. 2368 van 14 Desember 1973, Goewermentskennisgewing R. 1842 van 11 Oktober 1974, Goewermentskennisgewing R. 1311 van 11 Julie 1975, Goewermentskennisgewing R. 921 van 28 Mei 1976, Goewermentskennisgewing R. 2261 van 3 Desember 1976, Goewermentskennisgewing R. 967 van 3 Junie 1977, Goewermentskennisgewing R. 1047 van 17 Junie 1977, Goewermentskennisgewing R. 1199 van 23 Junie 1977, Goewermentskennisgewing R. 1584 van 12 Augustus 1977, Goewermentskennisgewing R. 1731 van 2 September 1977, Goewermentskennisgewing R. 2094 van 14 Oktober 1977, en Goewermentskennisgewing R. 992 van 19 Mei 1978.

2. Regulasie 100 van die Gevangenisregulasies word hierby gewysig—

(a) deur subregulasie (1) deur die volgende subregulasie te vervang:

"(1) Behoudens die bepalings van artikels 36, 37 en 56 van die Wet, artikels 302, 308, 309, 316 en 321 (1) (a) van die Strafproseswet, 1977 (Wet 51 van 1977), en sodanige voorskrifte as wat voorgeskryf word, moet lyfstraf nie toegedien word nie—

(a) voordat die tydperk waarin appèl ingevolge die betrokke bepalings van die Strafproseswet, 1977, aangeteken kan word, verstryk het en skriftelike kennisgewing ontvang is dat appèl nie aangeteken is nie, tensy die veroordeelde skriftelik aangedui het dat hy nie voornemens is om appèl aan te teken nie, en hy instem dat die lyfstraf voor verstryking van bedoelde tydperk toegedien kan word;

(b) waar appèl aangeteken is teen die vonnis waarby sodanige lyfstraf opgelê is, voordat skriftelike kennisgewing ontvang is dat dié vonnis bekragtig is;

(c) waar die vonnis waarby sodanige lyfstraf opgelê is aan hersiening onderworpe is, voordat skriftelike kennisgewing ontvang is dat dié vonnis bekragtig is;

(d) waar 'n aansoek bedoel in artikel 316 van die Strafproseswet, 1977, gedoen is, voordat skriftelike kennisgewing ontvang is of dat sodanige aansoek van die hand gewys is of dat die vonnis waarby bedoelde lyfstraf opgelê is, bekragtig is."; en

(b) by the substitution for subregulation (3) of the following subregulation:

“(3) Corporal punishment shall be inflicted across the buttocks with a cane in the manner prescribed.”.

No. R. 1994

6 October 1978

AMENDMENT OF THE PRISON REGULATIONS

The State President has, under and by virtue of the powers vested in him by section 94 of the Prisons Act, 1959 (Act 8 of 1959), as amended, amended the Prison Regulations published under Government Notice R. 2080 of 31 December 1965, as follows:

Regulation 101 is amended by—

(1) the substitution for subregulation (5) of the following:

“(5) A prisoner who is undergoing solitary confinement with dietary punishment shall perform no work during any period during which such sentence with spare diet is being enforced.”; and

(2) the deletion of the heading to subregulation (8) as well as subregulation (8).

DEPARTMENT OF RAILWAYS AND HARBOURS

No. R. 2011

6 October 1978

Regulation 148 of the General Railway Regulations, published under Government Notice R. 1560 of 11 October 1963, is hereby substituted by the following:

“LOST GOODS, GOODS OVER WHICH THE ADMINISTRATION HAS A LIEN AND UNCLAIMED GOODS

Sale of lost goods etc.

148. When goods have to be sold by public auction in terms of the provisions of the Act, a notice of the intended sale shall be published at least ten days before the sale is held, in one or more newspapers circulating in the district in which the sale is to be held.”.

DEPARTEMENT VAN SPOORWEE, HAWENS EN LUGDIENS

No. R. 2012

6 Oktober 1978

VERBETERINGSKENNISGEWINGS

Goewermentskennisgewings R. 1722, R. 1723 en R. 1724, gepubliseer in *Staatskoerant* 6139, Regulasiekoerant 2660, van 25 Augustus 1978, word hierby vervang deur die volgende kennisgewings, nl. R. 2012, R. 2013 en R. 2014.

DEPARTEMENT VAN DIE SUID-AFRIKAANSE SPOORWEE EN HAWENS.—WYSIGING IN DIE REGULASIES VIR DIE HAWENS VAN DIE REPUBLIEK VAN SUID-AFRIKA EN VAN SUIDWES-AFRIKA

Dit het die Staatspresident behaag om kragtens artikel 3 van die Konsolidasiewet op die Beheer en Bestuur van Spoorweë en Hawens 1957 (Wet 70 van 1957), goedkeuring te verleen aan die volgende wysigings van die

(b) deur subregulasie (3) deur die volgende subregulasie te vervang:

“(3) Lyfstraf moet met ’n rottang oor die boude toegedien word op die voorgeskrewe wyse.”.

No. R. 1994

6 Oktober 1978

WYSIGING VAN DIE GEVANGENISREGULASIES

Die Staatspresident het, kragtens die bevoegdheid hom verleen by artikel 94 van die Wet op Gevangenis, 1959 (Wet 8 van 1959), soos gewysig, die Gevangenisregulasies afgekondig by Goewermentskennisgewing R. 2080 van 31 Desember 1965, soos volg gewysig:

Regulasie 101 word gewysig deur—

(1) subregulasie (5) deur die volgende te vervang:

“(5) ’n Gevangene wat alleenopsluiting met dieetstraf ondergaan mag geen werk verrig gedurende enige tydperk waarin sodanige vonnis met skraalrantsoen toegepas word nie.”; en

(2) die opskrif van subregulasie (8) asook subregulasie (8) te skrap.

DEPARTEMENT VAN SPOORWEE EN HAWENS

No. R. 2011

6 Oktober 1978

Regulasie 148 van die Algemene Spoorwegregulasies afgekondig by Goewermentskennisgewing R. 1560 van 11 Oktober 1963, word hierby deur die volgende vervang:

“VERLORE GOEDERE, GOEDERE WAAROP DIE ADMINISTRASIE ’N RETENSIEREG HET EN ONOPGEVRAAGDE GOEDERE

Verkoping van verlore goedere ens.

148. Wanneer goedere ingevolge die bepalings van die Wet by openbare veiling verkoop moet word, moet ’n kennisgewing van die voorgename verkoping minstens tien dae voordat die verkoping gehou word in een of meer nuusblaie wat in die distrik waar die verkoping staan gehou te word, in omloop is, geplaas word.”.

DEPARTMENT OF RAILWAYS, HARBOURS AND AIRWAYS

No. R. 2012

6 October 1978

CORRECTION NOTICES

Government Notices R. 1722, R. 1723 and R. 1724, published in *Government Gazette* 6139, Regulation Gazette 2660, of 25 August 1978 are hereby substituted by the following notices, namely R. 2012, R. 2013 and R. 2014.

DEPARTMENT OF THE SOUTH AFRICAN RAILWAYS AND HARBOURS.—AMENDMENT OF THE REGULATIONS FOR THE HARBOURS OF THE REPUBLIC OF SOUTH AFRICA AND OF SOUTH WEST AFRICA

The State President has been pleased, in terms of section 3 of the Railways and Harbours Control and Management (Consolidation) Act, 1957 (Act 70 of 1957), to approve of the following amendments to the Regulations

Regulasies vir die Hawens van die Republiek van Suid-Afrika en van Suidwes-Afrika afgekondig by Goewermentskennisgewing R. 290 van 2 Maart 1962:

Regulasie 127

Vervang hierdie regulasie deur die volgende:

"AANSPREKKLIKHEID VIR DIERE EN DIE AFHAAL EN AFLEWER DAARVAN.

127. (1) Die Administrasie is aanspreeklik vir die verlies, dood of besering van lewende hawe in 'n hawe, mits die verlies, dood of besering te wyte is aan nalatigheid aan die kant van die Administrasie of sy dienare: Met dien verstande dat—

(a) waar die geldelike verlies wat gely is, die gevolg is van die verlies of dood van lewende hawe, die aanspreeklikheid van die Administrasie beperk is tot 'n bedrag gelykstaande met die markwaarde van die lewende hawe voor dit verloor of gedood is, minus die bergingswaarde van die karkas in die geval van lewende hawe wat gedood is, of tot 'n bedrag van R2 per kilogram bereken op die bruto massa van die lewende hawe voor dit verloor of gedood is, welke bedrag ook al die minste is;

(b) waar die geldelike verlies wat gely is, die gevolg is van die besering van lewende hawe, die aanspreeklikheid van die Administrasie beperk is tot 'n bedrag gelykstaande met die verskil tussen die markwaarde van die lewende hawe voor die besering en die verminderde markwaarde van die lewende hawe na die besering, of tot 'n bedrag van R2 per kilogram bereken op die bruto massa van die beseerde lewende hawe, welke bedrag ook al die minste is.

(2) Geen lewende hawe mag by 'n hawe gelaat word sonder dat toestemming vooraf van die hawebestuurder verkry is nie, en lewende hawe wat by 'n hawe gelaat word sonder die voorafgaande toestemming van die hawebestuurder, word uitsluitend op risiko en koste van die eienaar by 'n hawe gelaat.

(3) Die Administrasie onderneem nie om lewende hawe in 'n hawe af te haal of af te lewer nie.

(4) By die toepassing van hierdie regulasie, beteken lewende hawe enige dier of voël, hetsy lewendig of dood, en enige vleis of karkas van sodanige dier of voël."

Regulasies 128 en 130

Skrap hierdie regulasies.

Regulasie 140

Wysig hierdie regulasie deur die bedrag "R10,00" waar dit in die agste en negende reëls voorkom deur die bedrag "R50,00" te vervang.

No. R. 2013

6 Oktober 1978

DEPARTEMENT VAN DIE SUID-AFRIKAANSE SPOORWEE EN HAWENS. — WYSIGING IN DIE ALGEMENE SPOORWEGREGULASIES

Dit het die Staatspresident behaag om kragtens artikel 3 van die Konsolidasiewet op die Beheer en Bestuur van Spoorweë en Hawens, 1957 (Wet 70 van 1957), goedkeuring te verleen aan die volgende wysiging van regulasie 2 van die Algemene Spoorwegregulasies afgekondig by Goewermentskennisgewing R. 1560 van 11 Oktober 1963:

Regulasie no. 2

Vervang paragraaf (b) deur die volgende:

2. (b) Die houer van 'n „retoerkaartjie" moet die heenreis aanvaar op die datum waarvoor die kaartjie gedateer is, en onderworpe aan hierdie regulasies, is hy geregtig om

for the Harbours of the Republic of South Africa and of South West Africa published under Government Notice R. 290 of 2 March 1962:

Regulation 127

Substitute the following for this regulation:

"LIABILITY FOR LIVESTOCK AND COLLECTION AND DELIVERY THEREOF.

127. (1) The Administration shall be liable for the loss or death of or injury to livestock in a harbour, provided that the loss, death or injury is due to negligence on the part of the Administration or its servants: Provided further that—

(a) where the pecuniary loss suffered is the result of loss or death of livestock, the liability of the Administration is limited to an amount equal to the market value of the livestock before it was lost or killed, less the salvage value of the carcass in the case where livestock was killed, or to an amount of R2 per kilogram calculated on the gross mass of the livestock before it was lost or killed, whichever amount is the lesser;

(b) where the pecuniary loss suffered is the result of injury to livestock, the liability of the Administration is limited to an amount equal to the difference between the market value of the livestock before the injury and the decreased market value of the livestock after the injury, or to an amount of R2 per kilogram, calculated on the gross mass of the injured livestock, whichever amount is the lesser.

(2) No livestock may be left at a harbour without the prior consent of the harbour manager having been obtained, and livestock left at a harbour without the prior consent of the harbour manager, shall be left at the harbour at the sole risk and costs of the owner.

(3) The Administration does not undertake to collect or deliver livestock in a harbour.

(4) In the application of this regulation, livestock shall mean any animal or bird, whether alive or dead, and any meat or carcass of such animal or bird."

Regulations 128 and 130

Delete these regulations.

Regulation 140

Amend this regulation by the substitution of the amount of "R50,00" for the amount of "R10,00" where it appears in the eighth and ninth lines.

No. R. 2013

6 October 1978

DEPARTMENT OF THE SOUTH AFRICAN RAILWAYS AND HARBOURS.—AMENDMENT OF THE GENERAL RAILWAY REGULATIONS

The State President has been pleased, in terms of section 3 of the Railways and Harbours Control and Management (Consolidation) Act, 1957 (Act 70 of 1957), to approve of the following amendment to regulation 2 of the General Railway Regulations published under Government Notice R. 1560 of 11 October 1963:

Regulation No. 2

Substitute the following for paragraph (b):

2. (b) The holder of a "return ticket" shall commence the forward journey on the date for which the ticket is dated, and he shall be entitled, subject to these regulations,

een keer in elke rigting oor dieselfde roete te reis tussen die plekke wat daarop genoem is, behalwe wanneer hy ingevolge hierdie regulasies of 'n spesiale kontrak gemagtig is om die roete van die reis te verander.

to travel once in each direction over the same route between the points specified thereon, except when authorised to vary the route of the journey by these regulations or by special contract.

No. R. 2014

6 Oktober 1978

DEPARTEMENT VAN DIE SUID-AFRIKAANSE SPOORWEEË EN HAWENS. — WYSIGING IN DIE ALGEMENE SPOORWEGREGULASIES

Dit het die Staatspresident behaag om kragtens artikel 3 van die Konsolidasiewet op die Beheer en Bestuur van Spoorweë en Hawens, 1957 (Wet 70 van 1957), goedkeuring te verleen aan die volgende wysigings van die Algemene Spoorwegregulasies afgekondig by Goewermentskennisgewing R. 1560 van 11 Oktober 1963:

Regulasie 1

Wysig hierdie regulasie—

(a) deur die omskrywing van „brandbare vloeistof” waar dit in paragraaf (a) voorkom, te skrap;

(b) deur die omskrywing van „dienaar” waar dit in paragraaf (a) voorkom, deur die volgende omskrywing te vervang:

„dienaar” iemand in die uitsluitende diens van die Administrasie en wat gemagtig is om op te tree;

(c) deur ná die omskrywing van „dienaar” waar dit in paragraaf (a) voorkom, die volgende omskrywing in te voeg:

„eienaarsrisiko” of „e.r.” met betrekking tot die vervoer van goedere deur die Administrasie, dat die Administrasie sodanige vervoer onderneem op die uitdruklike voorwaarde dat nóg die Administrasie nóg 'n dienaar van die Administrasie aanspreeklik is vir die beskadiging of verlies van sodanige goedere of enige gedeelte daarvan, tensy daar deur die afsender of geadresseerde bewys word dat sodanige beskadiging of verlies veroorsaak is deur die opsetlike wangedrag van die Administrasie of 'n dienaar van die Administrasie: Met dien verstande dat as goedere wat op eienaarsrisiko vervoer word deur nalatigheid aan die kant van die Administrasie of sy dienare beskadig of verloor word, die Administrasie in sy uitsluitlike diskresie en na oorweging van die feite van elke afsonderlike geval, aanspreeklikheid kan aanvaar vir die geheel of vir enige gedeelte van die skade of verlies aldus berokken, en behoudens die bepalinge van regulasie 64, sodanige vergoeding kan betaal as wat hy onder die omstandighede billik ag;

(d) deur die omskrywing van „flitspunt” waar dit in paragraaf (a) voorkom, te skrap;

(e) deur die omskrywing van „gevaarlike goedere” waar dit in paragraaf (a) voorkom, te skrap;

(f) deur die omskrywing van „spoorwegrisiko” waar dit in paragraaf (a) voorkom, deur die volgende omskrywing te vervang:

„spoorwegrisiko” of „s.r.” met betrekking tot die vervoer van goedere deur die Administrasie, dat die Administrasie sodanige vervoer onderneem op die uitdruklike voorwaarde dat die Administrasie behoudens die bepalinge van regulasie 64, aanspreeklik is vir die beskadiging

No. R. 2014

6 October 1978

DEPARTMENT OF THE SOUTH AFRICAN RAILWAYS AND HARBOURS.—AMENDMENT OF THE GENERAL RAILWAY REGULATIONS

The State President has been pleased, in terms of section 3 of the Railways and Harbours Control and Management (Consolidation) Act, 1957 (Act 70 of 1957), to approve of the following amendments to the General Railway Regulations published under Government Notice R. 1560 of 11 October 1963:

Regulation 1

Amend this regulation—

(a) by the deletion of the definition of “combustible liquid” where it appears in paragraph (a);

(b) by the deletion of the definition of “dangerous goods” where it appears in paragraph (a);

(c) by the deletion of the definition of “flash point” where it appears in paragraph (a);

(d) by the insertion after the definition of “Official Railway Tariff Book” where it appears in paragraph (a), of the following definition:

“owner’s risk” or “o.r.” shall mean, in relation to the transport of goods by the Administration, that such transport is undertaken by the Administration on the explicit condition that neither the Administration nor any servant of the Administration shall be liable for damage to or loss of such goods or any part thereof, except upon proof by the consignor or consignee that such damage or loss was occasioned by the wilful misconduct of the Administration or any servant of the Administration: Provided that if goods that are transported at owner’s risk are damaged or lost through negligence on the part of the Administration or its servants, the Administration may in its sole discretion and after consideration of the facts of each individual case, accept liability for the whole of the damage or loss so caused or for any part thereof, and may, subject to the provisions of regulation 64, pay such compensation as it may deem reasonable under the circumstances;

(e) by the substitution for the definition of “railway risk” where it appears in paragraph (a), of the following definition:

“railway risk” or “r.r.” shall mean, in relation to the transport of goods by the Administration, that such transport is undertaken by the Administration on the explicit condition that the Administration shall, subject to the provisions of regulation 64, be liable for the damage to or loss of such goods or any part thereof, however the damage or loss may occur, from the time the Administration accepts the goods in accordance with

of verlies van sodanige goedere of enige gedeelte daarvan, hoe die beskadiging of verlies ook al ontstaan, vanaf die tydstop waarop die Administrasie die goedere ooreenkomstig hierdie regulasies aanneem, totdat die Administrasie hom van aanspreeklikheid bevry deur aflewering van die goedere aan die geadresseerde of sy verteenwoordiger, of deur die goedere ingevolge die Wet in 'n pakhuis te plaas. Met dien verstande dat die Administrasie nie aanspreeklik is nie vir enige skade of verlies wat ontstaan weens 'n inherente gebrek, fout of swaakheid of die werking van die goed self, of wat toe te skryf is aan 'n oorsaak waarvoor die Administrasie geen beheer het nie en wat die Administrasie nie redelikerwys kon voorsien het nie;

(g) deur die omskrywing van „stasie tot stasie” waar dit in paragraaf (a) voorkom deur die volgende omskrywing te vervang:

„stasie tot stasie” of „s tot s”, met betrekking tot die vervoer van goedere, dat sodanige goedere slegs teen eienaarsrisiko vervoer word, dat die tariewe slegs vir die vervoer van sodanige goedere van een plek na 'n ander vasgestel is en dat die Administrasie geen hantering of enige ander dienste in verband met die vervoer van sodanige goedere onderneem nie;

(h) deur paragraaf (b) te skrap;

(i) deur paragraaf (c) te skrap;

(j) deur regulasie 1 (a) te hernoem na 1.

Regulasie 35

Wysig hierdie regulasie deur paragraaf (f) te skrap.

Regulasie 47

Vervang hierdie regulasie deur die volgende:

Administrasie se aanspreeklikheid is beperk

„47. (a) Die aanspreeklikheid van die Administrasie vir verlies of beskadiging van goedere wat vir bewaring by 'n bewaarkamer ingelewer is, is beperk tot 'n bedrag gelykstaande met die markwaarde van die goedere wat verlore geraak het of beskadig is, of tot 'n bedrag van vyftig rand, welke bedrag ook al die minste is.

(b) As 'n persoon goedere vir bewaring by 'n bewaarkamer inlewer waarvan die markwaarde hoër is as vyftig rand en sodanige persoon verlang dat die Administrasie aanspreeklikheid vir die volle waarde van sodanige goedere moet aanvaar, moet hy ten tyde van inlewering die werklike waarde van sodanige goedere aangee en benewens die gewone koste, 'n bedrag daarop betaal soos in die *Offisiële Spoorwegtariefboek* voorgeskryf.

(c) Die Administrasie behou hom die reg voor om die inhoud van enige houer wat volgens aangifte 'n hoër waarde as vyftig rand het, te ondersoek om seker te maak dat die houer werklik die aangegeve artikels bevat. Vir hierdie doel moet die bewaargewer alle houters op sy eie koste oopmaak en weer behoorlik toemaak as die dienaar in beheer van die bewaarkamer of die stasiemeester dit vereis.

(d) Die Administrasie kan vereis dat houters wat vir bewaring by 'n bewaarkamer ingelewer word en wat maklik verseël kan word, sorgvuldig deur die bewaargewer verseël word, of die Administrasie kan self die houters verseël. As die houters daarna afgelewer word sonder dat daardie seëls geskend is, is die Administrasie nie vir verlies of skade aanspreeklik nie.”

these regulations, until the Administration releases itself from liability by delivering the goods to the consignee or his representative, or by placing the goods in a warehouse in terms of the Act: Provided that the Administration shall not be liable for any damage or loss arising from an inherent defect, vice, or weakness or the action of the goods itself, or which is attributable to a cause over which the Administration has no control and which the Administration could not reasonably have foreseen;

(f) by the substitution for the definition of “servant” where it appears in paragraph (a), of the following definition:

“servant” shall mean a person exclusively employed by the Administration and who is authorised to act;

(g) by the substitution for the definition of “Station to Station” where it appears in paragraph (a), of the following definition:

“station to station” or “s to s”, in relation to the transport of goods, shall mean that such goods are transported at owner's risk only, that the rates have only been prescribed for the haulage of such goods from one point to another and that the Administration undertakes no handling or any other services in connection with the transport of such goods;

(h) by the deletion of paragraph (b);

(i) by the deletion of paragraph (c);

(j) by the renumbering of regulation 1 (a) to 1.

Regulation 35

Amend this regulation by the deletion of paragraph (f).

Regulation 47

Substitute the following for this regulation:

Administration's liability is limited

“47. (a) The liability of the Administration for the loss of or damage to goods tendered for deposit in a cloakroom, shall be limited to an amount equal to the market value of the goods lost, or damaged, or to an amount of fifty rand, whichever is the lesser.

(b) If a person tenders for deposit in a cloakroom goods of which the market value is in excess of fifty rand and such person desires the Administration to accept liability for the full value of such goods, he shall at the time of deposit declare the true value of such goods, and shall pay thereon, in addition to the ordinary charges, an amount prescribed in the *Official Railway Tariff Book*.

(c) The Administration reserves the right to examine the contents of any container declared to be of a higher value than fifty rand with the object of satisfying itself that the container actually contains the articles declared to be therein. For this purpose all containers must be opened and securely refastened by the depositor at his own expense, if so required by the servant in charge of the cloakroom or the station master.

(d) The Administration may require that containers tendered at a cloakroom for deposit and which are capable of being conveniently sealed, shall be carefully sealed by the depositor, or the containers may be sealed by the Administration itself. If the containers are subsequently delivered with those seals intact, no liability for loss or damage shall attach to the Administration.”

Regulasie 54

Vervang hierdie regulasie deur die volgende:

Pakkette vervoer met passasierstreine, spesiale pakkette-treine, padvervoervoertuie, of gesamentlik met die S.A. Lugdiens

„54. Die vraggeld vir pakkette wat met passasierstreine, spesiale pakkettetreine, padvervoervoertuie of gesamentlik met die Suid-Afrikaanse Lugdiens vervoer moet word, word bereken teen die tariewe vasgestel in die *Offisiële Spoorwegtariefboek* en die *Lugdiensstariefboek* en sulke pakkette moet saam met 'n vragbrief wat behoorlik ooreenkomstig regulasie 101 ingevul is, aan die Administrasie oorhandig word.”

Regulasie 57

Wysig hierdie regulasie deur die woorde „per passasiertrein” waar dit in die tweede reël van paragraaf (a) voorkom, te skrap.

Regulasie 62

Wysig hierdie regulasie—

(a) deur paragraaf (a) deur die volgende paragraaf te vervang:

„(a) Sulke artikels word slegs op bepaalde dae vir vervoer per spoor aangeneem, en besonderhede daarvan kan by die Administrasie verkry word.”;

(b) deur paragraaf (e) deur die volgende paragraaf te vervang:

„(e) Sulke artikels word vir vervoer oor die Administrasie se padvervoerroetes aangeneem slegs indien reëlins vooraf met die Administrasie getref is, en kennis van die voorneme om sulke artikels deur die padvervoerdienste te laat vervoer, moet gegee word minstens 24 uur voor die vertrek van die padvoertuig waarmee die afsender die genoemde artikels wil laat vervoer.”;

(c) deur paragraaf (f) te skrap.

Regulasie 64

Vervang hierdie regulasie deur die volgende:

„AANSPREEKLIKHEID

Administrasie se aanspreeklikheid vir verlies, beskadiging of vertraging, is beperk

64. (a) Behoudens die bepalings van die Wet en van hierdie regulasies, is die aanspreeklikheid van die Administrasie vir verlies of beskadiging van goedere, hoe ook al veroorsaak, beperk—

(i) waar die geldelike verlies wat gely is die gevolg is van die totale verlies van 'n besending, tot 'n bedrag gelykstaande met die markwaarde van die besending wat verlore geraak het, of tot 'n bedrag van vyf rand per kilogram in die geval van goedere behalwe lewende hawe, en twee rand per kilogram in die geval van lewende hawe, bereken op die bruto massa van die betrokke besending, welke bedrag ook al die minste is;

(ii) waar die geldelike verlies wat gely is die gevolg is van die verlies van 'n gedeelte van 'n besending, tot 'n bedrag gelykstaande met die markwaarde van daardie gedeelte van die besending wat verlore geraak het, of tot 'n bedrag van vyf rand per kilogram in die geval van goedere behalwe lewende hawe, en twee rand per kilogram in die geval van lewende hawe, bereken op die bruto massa van die betrokke gedeelte van die besending wat verlore geraak het, welke bedrag ook al die minste is;

Regulation 54

Substitute the following for this regulation:

Parcels transported by passenger trains, special parcels trains, road transport vehicles, or jointly with the S.A. Airways

“54. Parcels intended for transport by passenger trains, special parcel trains, road transport vehicles or jointly with the South African Airways, will be charged at the rates prescribed in the *Official Railway Tariff Book* and the *Airways Cargo Tariff Manual*, and such parcels shall be tendered to the Administration together with a consignment note duly completed in terms of regulation 101.”

Regulation 57

Amend this regulation by the deletion of the words “by passenger train” where they appear in the second line of paragraph (a).

Regulation 62

Amend this regulation—

(a) by the substitution of the following paragraph for paragraph (a):

“(a) Such articles will only be accepted for transport by rail on fixed days, particulars of which may be obtained from the Administration.”;

(b) by the substitution of the following paragraph for paragraph (e):

“(e) Such articles will be accepted for transport on the Administration's road transport services only by prior arrangement with the Administration, and notice of the intention to have such articles transported by the road motor service, shall be given at least 24 hours before the departure of the road vehicle by which the consignor desires the said articles to be transported.”;

(c) by the deletion of paragraph (f).

Regulation 64

Substitute the following for this regulation:

“LIABILITY

Administration's liability for loss, damage or delay is limited

64. (a) Subject to the provisions of the Act and of these regulations, the liability of the Administration in respect of the loss of or damage to goods, however occasioned, shall be limited—

(i) where the pecuniary loss suffered is the result of the total loss of a consignment, to an amount equal to the market value of the consignment lost, or to an amount of five rand per kilogram in the case of goods other than livestock, and two rand per kilogram in the case of livestock, calculated on the gross mass of the consignment concerned, whichever amount is the lesser;

(ii) where the pecuniary loss suffered is the result of the loss of a part of a consignment, to an amount equal to the market value of that part of the consignment lost, or to an amount of five rand per kilogram in the case of goods other than livestock, and two rand per kilogram in the case of livestock, calculated on the gross mass of the relevant part of the consignment lost, whichever is the lesser;

(iii) waar, in die geval van goedere behalwe lewende hawe, die geldelike verlies wat gely is die gevolg is van die beskadiging van 'n besending of 'n gedeelte van 'n besending, en die skade sodanig is dat dit herstel kan word, tot 'n bedrag gelykstaande met die herstelkoste van die besending of gedeelte van die besending, na gelang van die geval, of tot 'n bedrag van vyf rand per kilogram bereken op die bruto massa van die beskadigde besending of gedeelte van die besending, na gelang van die geval, welke bedrag ook al die minste is;

(iv) waar, in die geval van goedere behalwe lewende hawe, die geldelike verlies wat gely is die gevolg is van die beskadiging van 'n besending of 'n gedeelte van 'n besending, en die skade sodanig is dat dit nie geredelik herstel kan word nie, tot 'n bedrag gelykstaande met die oorspronklike markwaarde voor beskadiging, minus bergingswaarde na beskadiging, of tot 'n bedrag van vyf rand per kilogram bereken op die bruto massa van die besending of gedeelte van die besending wat beskadig is, welke bedrag ook al die minste is;

(v) waar, in die geval van lewende hawe, die geldelike verlies wat gely is die gevolg is van die besering van lewende hawe, tot 'n bedrag gelykstaande met die verskil tussen die markwaarde van die lewende hawe voor die besering en die verminderde markwaarde van die lewende hawe na die besering, of tot 'n bedrag van twee rand per kilogram bereken op die bruto massa van die beseerde lewende hawe, welke bedrag ook al die minste is;

(vi) waar, in die geval van lewende hawe, die geldelike verlies wat gely is die gevolg is van die dood van lewende hawe, tot 'n bedrag gelykstaande met die markwaarde van die lewende hawe voor dit gedood is, minus die bergingswaarde van die karkas, of tot 'n bedrag van twee rand per kilogram bereken op die bruto massa van die lewende hawe voor dit gedood is, welke bedrag ook al die minste is.

(b) Die Administrasie is aanspreeklik vir verlies wat uit vertraging voortspruit, mits die vertraging aan nalatigheid aan die kant van die Administrasie te wyte is: Met dien verstande dat die aanspreeklikheid van die Administrasie vir vertraging beperk is tot 'n bedrag gelykstaande met die geldelike verlies wat gely is as gevolg van die vertraging, of tot 'n bedrag van vyf rand per kilogram in die geval van goedere behalwe lewende hawe, en twee rand per kilogram in die geval van lewende hawe, bereken op die bruto massa van die besending wat vertraag is, welke bedrag ook al die minste is.

(c) By die toepassing van hierdie regulasie, beteken lewende hawe enige dier of voël, hetsy lewendig of dood, en enige vleis of karkas van sodanige dier of voël.

(d) Wanneer 'n eis ingevolge artikel 64 van die Wet teen die Administrasie ingestel word vir beskadiging van 'n besending of 'n gedeelte van 'n besending goedere, kan die Administrasie na goeddunke daardie beskadigde besending of gedeelte wat beskadig is, te eniger tyd van die eiser se perseel of enige ander plek waar die beskadigde goedere geberg word, verwyder en in 'n skutloods plaas.

Regulasie 65

Vervang hierdie regulasie deur die volgende:

Premie vir verhoogde aanspreeklikheid

„65. (a) As die markwaarde van goedere wat aan die Administrasie vir vervoer teen spoorwegrisiko aangebied word, meer bedra as—

(i) in die geval van goedere behalwe lewende hawe, 'n bedrag van vyf rand per kilogram bereken op die bruto massa van die goedere; of

(iii) where, in the case of goods other than livestock, the pecuniary loss suffered is the result of damage to a consignment or a part of a consignment, and the extent of the damage is such that it can be repaired, to an amount equal to the cost of repairs of the consignment or part of the consignment, as the case may be, or to an amount of five rand per kilogram, calculated on the gross mass of the damaged consignment or damaged part of the consignment, as the case may be, whichever amount is the lesser;

(iv) where, in the case of goods other than livestock, the pecuniary loss suffered is the result of damage to a consignment or part of a consignment, and the extent of the damage is such that it cannot be readily repaired, to an amount equal to the original market value before the damage, less the value of the salvage after damage, or to an amount of five rand per kilogram, calculated on the gross mass of the consignment or part of the consignment damaged, whichever amount is the lesser;

(v) where, in the case of livestock, the pecuniary loss suffered is the result of injury to livestock, to an amount equal to the difference between the market value of the livestock before the injury and the decreased market value of the livestock after the injury, or to an amount of two rand per kilogram, calculated on the gross mass of the injured livestock, whichever amount is the lesser;

(vi) where, in the case of livestock, the pecuniary loss suffered is the result of the death of livestock, to an amount equal to the market value of the livestock before it was killed, less the salvage value of the carcase, or to an amount of two rand per kilogram, calculated on the gross mass of the livestock before it was killed, whichever amount is the lesser.

(b) The Administration shall be liable for loss arising from delay, if the delay is attributable to negligence on the part of the Administration: Provided that the liability of the Administration for delay is limited to an amount equal to the pecuniary loss suffered as a result of the delay, or to an amount of five rand per kilogram in the case of goods other than livestock, and two rand per kilogram in the case of livestock, calculated on the gross mass of the consignment delayed, whichever amount is the lesser.

(c) In the application of this regulation, livestock shall mean any animal or bird, whether alive or dead, and any meat or carcase of such animal or bird.

(d) When a claim for compensation in respect of damage to a consignment or part of a consignment of goods is lodged against the Administration in terms of section 64 of the Act, the Administration may, in its discretion, at any time remove such damaged consignment or such damaged part from the claimant's premises or from any other place where the damaged goods may be stored, and deposit it in an excess depot."

Regulation 65

Substitute the following for this regulation:

Premium for increased liability

"65. (a) If the market value of goods tendered to the Administration for transport at railway risk, exceeds—

(i) in the case of goods, other than livestock, an amount of five rand per kilogram, calculated on the gross mass of the goods; or

(ii) in die geval van lewende hawe, 'n bedrag van twee rand per kilogram bereken op die bruto massa van die lewende hawe,

kan die persoon wat die goedere aan die Administrasie vir vervoer oorhandig, versoek dat die Administrasie sy aanspreeklikheid per kilogram massa tot sodanige hoër waarde per kilogram massa verhoog as wat daardie persoon aangee, in welke geval die Administrasie se aanspreeklikheid vir beskadiging, verlies of vertraging van sodanige goedere ingevolge regulasie 64 beperk sal wees tot die markwaarde van die goedere, of tot sodanige hoër aangegewe waarde per kilogram massa, welke bedrag ook al die minste is, mits sodanige persoon tydens oorhandiging van die goedere aan die Administrasie, as vergoeding vir die groter risiko, benewens die normale spoorvrag, die toepaslike premie betaal soos in die *Offisiële Spoorwegtariefboek* voorgeskryf.

(b) Die Administrasie kan die inhoud van enige houer waarvoor ingevolge paragraaf (a) 'n groter risiko aanvaar word, ondersoek en vir hierdie doel moet die afsender alle sodanige houters op sy eie koste oopmaak en weer toemaak, as 'n dienaar dit vereis.

(c) Wanneer 'n premie ingevolge paragraaf (a) betaal is, bring die Administrasie 'n gepaste endossement op die vragbrief aan."

Regulasie 66

Vervang hierdie regulasie deur die volgende:

Wyse waarop eise teen die Administrasie ingestel moet word

„66. (a) Wanneer 'n eis ingevolge artikel 64 (3) (a), (b), (c), (d), (e) of (f) van die Wet teen die Administrasie ingestel word, moet dit op die toepaslike vorm soos in paragraaf (f) uiteengesit, hetsy per hand of per pos, by die Administrasie ingedien word.

(b) Wanneer 'n eis vir die beskadiging van 'n besending goedere, die beskadiging van 'n gedeelte van 'n besending goedere, die verlies van 'n gedeelte van 'n besending goedere of die vertraging van 'n besending goedere ingevolge paragraaf (a) ingestel word, moet die geadresseerde se afskrif van die afleveringsbrief wat op die eis betrekking het, of 'n fotostaat daarvan, aan die vorm waarop die eis ingedien word, geheg word.

(c) Wanneer 'n eis vir die verlies van 'n hele besending goedere ingevolge paragraaf (a) ingestel word, moet 'n afskrif van die vragbrief wat op die eis betrekking het, of 'n fotostaat daarvan, aan die vorm waarop die eis ingedien word, geheg word.

(d) Dokumentêre bewys ter staving van die markwaarde of die bergingswaarde, na gelang van die geval, van die goedere ten opsigte waarvan geëis word, of kwotasies ter staving van herstellkoste wat geëis word, moet geheg word aan alle eise bedoel in paragrafe (b) en (c) tydens indiening daarvan.

(e) As die omvang van die skade of enige ander inligting of stuk op die datum waarop die eis kragtens artikel 64 van die Wet ingestel moet word, nog nie bekend of beskikbaar is nie, moet die vorm waarop die eis ingedien word toepaslik geëndosseer en die eis binne die voorgeskrewe tydperk ingestel word: Met dien verstande dat die uitstaande inligting of stukke so spoedig moontlik nadat dit beskikbaar is, ingedien moet word.

(ii) in the case of livestock, an amount of two rand per kilogram, calculated on the gross mass of the livestock,

the person tendering the goods to the Administration for transport, may request the Administration to increase its liability per kilogram mass to such higher value per kilogram mass as declared by that person, in which case the liability of the Administration in respect of damage to, loss or delay of such goods shall, in terms of regulation 64, be limited to the market value of the goods or to such higher declared value per kilogram mass, whichever amount is the lesser, provided that such person when he tendered the goods to the Administration shall have paid over and above the normal railage, as compensation for the greater risk, the relevant premium prescribed in the *Official Railway Tariff Book*.

(b) The Administration may examine the contents of any container for which a greater risk is accepted in terms of paragraph (a), and for this purpose all such containers shall be opened and refastened by the consignor at his own expense, if so required by a servant.

(c) When a premium has been paid in terms of paragraph (a), the Administration will make a suitable endorsement on the consignment note."

Regulation 66

Substitute the following for this regulation:

Manner in which claims shall be lodged against the Administration

"66. (a) When a claim is lodged against the Administration in terms of section 64 (3) (a), (b), (c), (d), (e) or (f) of the Act, it shall be submitted either by hand or by post to the Administration on the appropriate form as set out in paragraph (f).

(b) When a claim is lodged in terms of paragraph (a) for the damage to a consignment of goods, the damage to part of a consignment of goods, the loss of part of a consignment of goods or the delay of a consignment of goods, the consignee's copy of the delivery note relating to the claim or a photostat thereof, shall be attached to the form on which the claim is submitted.

(c) When a claim for the loss of a full consignment of goods is lodged in terms of paragraph (a), a copy of the consignment note relating to the claim, or a photostat thereof, shall be attached to the form on which the claim is submitted.

(d) Documentary evidence in support of the market value or the salvage, as the case may be, of the goods in respect of which a claim is made, or quotations in support of cost of repairs claimed, shall be attached to all claims referred to in paragraph (b) and (c) when the claims are submitted.

(e) If the extent of the damage or any other information or papers is unknown or unavailable on the date on which the claim has to be lodged in terms of section 64 of the Act, the form on which the claim is submitted shall be endorsed appropriately and the claim shall be lodged within the prescribed period: Provided that the outstanding information or papers shall be submitted as soon as possible after becoming available.

(f) Eise moet op die toepaslike vorm soos hieronder aangedui, by die Administrasie ingedien word—

(i) Eise vir besering of dood van persone (behalwe eise ingevolge die Wet op Verpligte Motorvoertuigverzekering, 1972) asook vir enige eiendom wat in dieselfde voorval waarin die persone beseer of gedood is, vernietig of beskadig is: Bylae 1;

(ii) eise vir skade aan eiendom weens brande ingevolge artikel 69 of 70 van die Wet: Bylae 2;

(iii) eise vir besering, dood, verlies of vertraging van lewende hawe: Bylae 3;

(iv) eise vir beskadiging, verlies of vertraging van gevaarlike goedere: Bylae 4;

(v) eise vir beskadiging, vernietiging of verlies van vraghouers (met die uitsondering van die inhoud): Bylae 5;

(vi) eise vir beskadiging, verlies of vertraging van goedere (behalwe gevaarlike goedere en lewende hawe) in deurvoer, waar die bedrag wat geëis word meer as R50 bedra: Bylae 6;

(vii) eise vir beskadiging, verlies of vertraging van goedere (behalwe gevaarlike goedere en lewende hawe) in deurvoer, waar die bedrag wat geëis word nie meer as R50 bedra nie: Bylae 7;

Regulasies 67 tot en met 75 en 103

Skrap hierdie regulasies.

Regulasie 108

Vervang hierdie regulasie deur die volgende:

Merk en adresseer van goedere

„108. Die Administrasie kan weier om goedere vir vervoer aan te neem wat nie gemerk of geadresseer is nie volgens die voorskrifte wat van tyd tot tyd deur die Administrasie uitgereik word: Met dien verstande dat indien die Administrasie wel sodanige goedere vir vervoer aanneem, die Administrasie nie aanspreeklik is vir skadevergoeding ten opsigte van die verlies of vertraging van sodanige goedere nie.”

Regulasie 109

Wysig hierdie regulasie deur paragraaf (a) deur die volgende te vervang:

„(a) Die Administrasie kan vereistes in die *Offisiële Spoorwegtariefboek* voorskryf insake die wyse waarop enige klas goedere vir vervoer verpak moet wees, en as sodanige vereistes voorgeskryf is in verband met 'n besondere klas goedere, kan die Administrasie weier om goedere van daardie klas vir vervoer aan te neem tensy dit ooreenkomstig sodanige vereistes verpak is. Goedere wat vir vervoer aangeneem word waarvoor die Administrasie nie verpakkingsvereistes of laaipatrone voorgeskryf het nie of wat, alhoewel daar verpakkingsvereistes of laaipatrone voorgeskryf is, nie volgens die voorgeskrewe wyse verpak of gelaai is nie, sal slegs op eienaarsrisiko vervoer word.”

Regulasie 110

Vervang hierdie regulasie deur die volgende:

Gevaarlike goedere

„110. Die Administrasie kan gevaarlike goedere wat ooreenkomstig die vereistes voorgeskryf in die *Offisiële Spoorwegtariefboek*, verpak, gemerk, geëtiketteer en verklaar is, vir vervoer aanneem: Met dien verstande dat sodanige vervoer slegs op eienaarsrisiko onderneem word: Met dien

(f) Claims shall be submitted to the Administration on the appropriate form as indicated below—

(i) claims for the injury or death of persons (except claims in terms of the Compulsory Motor Vehicle Insurance Act, 1972) as well as for any property destroyed or damaged in the same incident in which the persons were injured or fatally injured: Schedule 1;

(ii) claims for damage to property as a result of fires in terms of section 69 or 70 of the Act: Schedule 2;

(iii) claims for the injury, death, loss or delay of livestock: Schedule 3;

(iv) claims for damage to, loss or delay of dangerous goods: Schedule 4;

(v) claims for damage to, destruction or loss of freight containers (excluding the contents): Schedule 5;

(vi) claims for damage to, loss or delay of goods (other than dangerous goods and livestock) in transit, where the amount claimed exceeds R50: Schedule 6;

(vii) claims for damage to, or loss or delay of goods (other than dangerous goods and livestock) in transit, where the amount claimed does not exceed R50: Schedule 7.”

Regulations 67 to 75 inclusive, and 103

Delete these regulations.

Regulation 108

Substitute the following for this regulation:

Marking and addressing of goods

“108. The Administration may refuse to accept for transport goods not marked or labelled in accordance with the instructions issued from time to time by the Administration: Provided that if the Administration should accept such goods for transport, the Administration shall not be liable for compensation in respect of the loss or delay of such goods.”

Regulation 109

Amend this regulation by the substitution of the following for paragraph (a):

“(a) The Administration may prescribe in the *Official Railway Tariff Book* requirements as to the manner in which any class of goods shall be packed for transport and, if any such requirements have been prescribed in relation to a particular class of goods, the Administration may refuse to accept for transport goods belonging to that class unless they are packed in accordance with such requirements. Goods accepted for transport for which the Administration has not prescribed packing requirements or loading patterns, or which, although packing requirements or loading patterns have been prescribed, have not been packed or loaded in the prescribed manner, shall be transported at owner's risk only.”

Regulation 110

Substitute the following for this regulation:

Dangerous goods

“110. The Administration may accept for transport dangerous goods packed, marked, labelled and declared in accordance with the requirements prescribed in the *Official Railway Tariff Book*: Provided that such transport shall only be undertaken at owner's risk: Provided

verstande voorts dat indien gevaarlike goedere wat nie ooreenkomstig die vereistes voorgeskryf in die *Offisiële Spoorwegtariefboek* verpak, gemerk, geëtiketteer of verklaar is nie, vir vervoer aangeneem word en sodanige goedere skade aan die eiendom van die Administrasie of van derde partye veroorsaak, die afsender van sodanige goedere aanspreeklik is om sodanige verlies aan die Administrasie te vergoed."

Regulasie 129

Vervang hierdie regulasie deur die volgende:

Bestelvoertuie nie verplig om private persele binne te gaan nie

„129. Die bestuurders van bestelvoertuie van die Administrasie of van sy aannemers is nie verplig om sulke voertuie tot op die persele van 'n afsender, geadresseerde of ontvanger van goedere, na gelang van die geval, te neem nie."

Regulasie 131

Wysig hierdie regulasie deur subparagraaf (i) van paragraaf (a) deur die volgende te vervang:

„(i) Daar word beskou dat die aflewering van goedere deur die Administrasie voltooi is en dat die aanspreeklikheid van die Administrasie ophou op daardie tydstip waarop die voertuig waarmee die goedere vervoer word, op 'n openbare pad tot voor die regte ingang na die geadresseerde se persele gebring en die sleepwa afgehaak word of, indien die sleepwa nie afgehaak word nie, die goedere op die kant van die voertuig geplaas word op so 'n wyse dat dit redelik gerieflik vir die geadresseerde is om dit af te laai: Met dien verstande dat die bestuurder van die bestelvoertuig na goeddunke die voertuig of sleepwa tot op die persele van die geadresseerde kan bring: Met dien verstande voorts dat indien die geadresseerde se persele egter moeilik bereikbaar is met die soort voertuig waarmee die goedere vervoer word of nie aan 'n openbare pad geleë is nie, daar beskou word dat aflewering van die goedere voltooi is wanneer die voertuig tot op die naaste plek aan die ingang na die geadresseerde se persele gebring is wat redelik bereikbaar is op 'n geskikte gemacadamiseerde pad teen 'n redelike helling, en die sleepwa afgehaak is of die goedere op die kant van die voertuig geplaas is soos hierbo bepaal."

Regulasie 145

Skrap hierdie regulasie.

Regulasie 189

Wysig hierdie regulasie—

(a) deur paragraaf (b) deur die volgende paragraaf te vervang:

„(b) Verkeer na of van private sylyne word op eienaarsrisiko vervoer: Met dien verstande dat—

(i) as verpakkingsvereistes vir goedere voorgeskryf is en daardie vereistes nagekom is;

(ii) as die goedere onder bevoegde toesig gelaai is ooreenkomstig 'n patroon wat deur die Administrasie goedgekeur of voorgeskryf is; en

(iii) as die goedere volgens die oordeel van die Administrasie behoorlik gestu is,

die Administrasie aanspreeklik sal wees vir enige skade aan sodanige goedere wat deur nalatigheid aan die kant van die Administrasie of sy dienare veroorsaak is."

(b) deur paragraaf (c) te skrap.

further that if dangerous goods that are not packed, marked, labelled or declared in accordance with the requirements prescribed in the *Official Railway Tariff Book*, are accepted for transport and such goods shall cause damage to the property of the Administration or third parties, the consignor of such goods shall be liable to compensate the Administration for such loss."

Regulation 129

Substitute the following for this regulation:

Cartage vehicles not obliged to enter private premises

"129. The drivers of cartage vehicles of the Administration, or of its contractors, shall not be bound to take such vehicles into the premises of a consignor, consignee or receiver of goods, as the case may be."

Regulation 131

Amend this regulation by the substitution of the following for sub-paragraph (i) of paragraph (a):

"(i) The delivery of goods by the Administration shall be deemed to have been completed and the liability of the Administration shall cease at that point in time when the vehicle conveying the goods is brought to the appropriate entrance to the consignee's premises on a public road and the trailer is uncoupled, or, if the trailer is not uncoupled, the goods are placed on the side of the vehicle in a manner reasonably convenient for the consignee to offload: Provided that the driver of the cartage vehicle may in his discretion take the vehicle or trailer into the premises of the consignee: Provided further that if the consignee's premises are difficult to approach with the type of vehicle conveying the goods or are not situated on a public road, delivery of the goods shall be deemed to have been completed when the vehicle is brought to the nearest point to the entrance to the consignee's premises which is readily approachable on a suitably macadamised road on a reasonable gradient, and the trailer has been uncoupled or the goods have been placed on the side of the vehicle as provided above."

Regulation 145

Delete this regulation.

Regulation 189

Amend this regulation—

(a) by the substitution for paragraph (b) of the following paragraph:

"(b) Traffic to or from private sidings is conveyed at owner's risk: Provided that—

(i) if packing requirements have been prescribed for goods and those requirements have been complied with;

(ii) if the goods were loaded under competent supervision in accordance with a pattern approved or prescribed by the Administration; and

(iii) if in the opinion of the Administration the goods were properly dunnaged,

the Administration shall be liable for any damage to such goods caused by negligence on the part of the Administration or its servants."

(b) by the deletion of paragraph (c).

NET VIR DEPARTEMENTELE GEBRUIK

SAS



EISE

BYLAE 1

Persone: Dood of Besering

L.W. LEES ASSEBLIEF OPMERKING HIERONDER

SPOORWEGDATUMSTEMPEL

**EIS OM SKADEVERGOEDING EN
MEDIËSE VERSLAG TEN OPSIGTE VAN PERSOONLIKE BESERING OF DOOD
KRAGTENS ARTIKEL 64(3) VAN DIE KONSOLIDASIEWET OP DIE
BEHEER EN BESTUUR VAN SPOORWEE EN HAWENS, 1957
(WET NO. 70 VAN 1957).**

OPMERKINGS

- (i) 'n Afsonderlike vorm ten opsigte van elke persoon of oorledene vir wie se besering of dood vergoeding geëis word, moet ingevul en by die Hoofbestuurder se kantoor, 'n afdelingsbestuurder se kantoor of 'n stasiemeester ingelewer word, of aan die Hoofbestuurder, S.A. Spoorweë en Hawens, Sentrale Eisekantoor, Privaatsak X47, Johannesburg, 2134, gepos word.
- (ii) Eise om skadevergoeding kragtens die Wet op Verpligte Motorvoertuigversekering, 1972 (Wet No. 56 van 1972), moet op die vorm (MVA 13) wat in daardie Wet voorgeskrif word by die Hoofbestuurder se kantoor, 'n afdelingsbestuurder se kantoor of 'n stasiemeester ingelewer word, of aan die Hoofbestuurder, S.A. Spoorweë en Hawens, Sentrale Eisekantoor, Privaatsak X47, Johannesburg, 2134, gepos word.
- (iii) 'n Duidelike antwoord moet op elke vraag verstrek word, en as 'n vraag nie op die eis van toepassing is nie, moet die woorde „nie van toepassing nie” of die afkorting „NVT” ingevul word.
- (iv) Afdeling EEN moet deur elke eiser ingevul word tesame met een van die ander toepaslike afdelings, d.w.s. AFDELING TWEE, DRIE, VIER of VYF.
- (v) Die mediese verslag moet so volledig moontlik ingevul word.
- (vi) Eisevorms is gratis in Afrikaans en Engels by enige STASIEMEESTER of EISEKANTOOR verkrybaar.

AFDELING EEN

A. BESONDERHEDE VAN EISER:

1. Van.....
2. Voorname.....
3. Woonadres.....
.....
.....
4. Posadres.....
.....
.....
5. Telefoonnommer.....
6. Identiteitsnommer.....
7. Geslag.....
8. Ras (meld: Blanke, Asiaat, Kleurling of Swarte).....

B. AS DIE EISER SKADEVERGOEDING NAMENS 'N ANDER PERSOON OF PERSONE AS HOMSELF/HAARSELF EIS, MELD:

1. Hoedanigheid waarin eiser optree.....
2. Naam en adres van persoon/persone namens wie skadevergoeding geëis word
.....
.....
.....
.....
3. Identiteitsnommer(s) van sodanige persoon/persone.....
4. Verwantskap van eiser aan sodanige persoon/persone.....

C. BESONDERHEDE VAN PERSOON TEN OPSIGTE VAN WIE SE LIGGAAMLIKE BESERING OF DOOD SKADEVERGOEDING GEËIS WORD:

1. Van.....
2. Voorname.....
3. Woonadres.....
.....
.....
4. Posadres.....
.....
.....
5. Geslag.....
6. Ras (meld: Blanke, Asiaat, Kleurling of Swarte).....
7. Geboortedatum (afskrif van geboortesertifikaat moet aangeheg word).....
8. Identiteitsnommer.....
9. Huwelikstaat op datum van ongeluk (meld: nooit getroud nie, getroud, geskei, weduwee, wewenaar of geregteelik geskei)
.....
10. Indien getroud, meld: getroud in of buite gemeenskap van goedere of volgens inheemse reg (afskrif van huweliksertifikaat moet aangeheg word as hy/sy oorlede is)
.....

11. Bedryf of beroep
12. Naam en adres van werkgever ten tyde van ongeluk en tydperk in sy diens (indien meer as een werkgever, meld almal se name en adresse):
.....
.....
.....
13. Is hy/sy in die loop van sy/haar diens beseer of noodlottig beseer? JA ☐ NEE ☐
(Trek 'n kruisie in die toepaslike blok.)
14. Indien hy/sy in die loop van sy/haar diens beseer of noodlottig beseer is, verstrek die volgende inligting:
(i) Is eiser geregtig op skadeloosstelling ingevolge die Ongevallewet, 1941 (Wet No. 30 van 1941)?
JA ☐ NEE ☐ (Trek 'n kruisie in die toepaslike blok.)
(ii) Indien JA, is die Ongevallekommissaris of sy/haar werkgever, na gelang van die geval, in kennis gestel dat 'n eis teen die Administrasie ingestel is/word? JA ☐ NEE ☐ (Trek 'n kruisie in die toepaslike blok.)
(iii) Indien JA, meld datum en besonderhede van sodanige kennisgewing en deur wie
.....
.....
(iv) Indien die eiser reeds skadeloosstelling ingevolge die Ongevallewet, 1941, ontvang het, meld bedrag:
R....., en die Ongevallekommissaris se verwysing:.....
15. Kan eiser bedrae op enige ander bron (bv. werkgever, mediese hulpvereniging of -fonds) verhaal of het hy/sy sodanige bedrag reeds verhaal? JA ☐ NEE ☐ (Trek 'n kruisie in die toepaslike blok.)
16. Indien JA, verstrek volledige besonderhede en toepaslike verwysing.....
.....
17. Het hy/sy onmiddellik voor die ongeluk aan 'n liggaamlike gebrek of swakheid gely? JA ☐ NEE ☐
(Trek 'n kruisie in die toepaslike blok.)
18. Indien JA, verstrek besonderhede.....
.....
.....
19. Naam en adres van huisdokter (as daar is).....
.....
20. Naam en adresse van alle geneeshere wat hom/haar na die ongeluk behandel het:
.....
.....
.....
21. Hospitaal of verpleeginrigting of ander plek waar hy/sy na die ongeluk behandeling ontvang het:
.....
.....
- en tydperk as —
- (i) binnepasiënt van.....tot.....
en/of
- (ii) buitepasiënt van.....tot.....

22. Meld sy/haar inkomste vir die twaalf maande onmiddellik voor die ongeluk:

- (i) Uit werk : R.....
 (ii) Uit enige ander bron (verstrek besonderhede) : R.....

Totaal : R.....

(Dokumentêre bewys van inkomste moet aangeheg word, bv. betaalbewyse of inkomstebelastingaanslae.)

23. Indien hy/sy noodlottig beseer is, verstrek die volgende inligting:

- (i) Plek waar hy/sy oorlede is.....
 (ii) Datum van afsterwe.....
 (iii) Is 'n geregtelike doodsondersoek gehou? (JA of NEE).....
 (iv) Indien JA, meld: Hof.....
 Datum.....
 Verwysingsnommer.....

(v) Name en adresse van alle afhanklikes van die oorledene (hetsy skadevergoeding namens hulle geëis word of nie)

(vi) Naam en adres van die eksekuteur van die oorledene se boedel

D. INDIEN DIE PERSOON TEN OPSIGTE VAN WIE SKADEVERGOEDING GEËIS WORD NOODLOTTIG BESEER IS EN SKADEVERGOEDING GEËIS WORD DEUR OF NAMENS AFHANKLIKES VAN DAARDIE PERSOON, WORD DIE VOLGENDE INLIGTING TEN OPSIGTE VAN ELKE SODANIGE AFHANKLIKE VEREIS:

(Indien skadevergoeding geëis word deur of namens meer as een afhanklike, moet die inligting wat in hierdie paragraaf vereis word, ten opsigte van elke afhanklike verstrek word op 'n afsonderlike staat wat aan hierdie vorm geheg moet word.)

1. Van.....
2. Voornamen.....
3. Woonadres.....

4. Posadres.....

5. Geslag.....
6. Ras (meld: Blanke, Asiaat, Kleurling of Swarte).....
7. Geboortedatum.....(afskrif van geboortesertifikaat moet aangeheg word).

8. Identiteitsnommer.....
9. Verwantskap aan oorledene.....
10. Huwelikstaar op datum van ongeluk (meld: nooit getroud nie, getroud, geskei, weduwee, wewenaar of geregteik geskei)
.....
11. Indien getroud, meld: getroud in of buite gemeenskap van goeiere of volgens inheemse reg (afskrif van huweliksertifikaat moet aangeheg word)
.....
12. Bedryf of beroep
13. Naam en adres van werkgewer op datum van ongeluk en hoe lank in sy diens (indien meer as een werkgewer, meld almal se name en adresse)
.....
.....
.....
14. (i) Ly hy/sy tans aan enige siekte, liggaamlike gebrek of swakheid? JA ☐ NEE ☐
(ii) Het hy/sy aan enige siekte, liggaamlike gebrek of swakheid gely? JA ☐ NEE ☐
(Trek 'n kruisie in die toeplaslike blok.)
15. Indien JA, verstrek volledige besonderhede
16. Meld sy/haar inkomste vir die twaalf maande onmiddellik voor die ongeluk:
(i) Uit werk : R.....
(ii) Uit enige ander bron (verstrek besonderhede) : R.....
.....
.....
Totaal : R.....
(Dokumentêre bewys van inkomste moet aangeheg word, bv. betaalbewyse of inkomstebelastingaanslae.)
17. Besonderhede en bedrag van enige erfenis of ander voordele wat uit die boedel van die oorledene ontvang is of wat as gevolg van sy afsterwe verskuldig is uit enige ander bron, versekerings- en/of pensioengeld uitgesonder
.....
.....

E. SKADEVERGOEDING GEËIS:

Noukeurige besonderhede moet verstrek word ten opsigte van elk van die volgende poste en moet waar van toepassing deur bewysstukke gestaaf word. (Indien nodig, kan die inligting wat in hierdie afdeling vereis word op 'n afsonderlike staat wat behoorlik onderteken en aan hierdie vorm geheg is, verstrek word.)

Hospitaalkoste : R.....

Mediese koste : R.....

Geraamde toekomstige mediese koste : R.....

Verlies aan verdienste (vanaf datum van ongeluk tot op datum hiervan) : R.....

Geraamde toekomstige verlies aan verdienste : R.....

Algemene skadevergoeding (spesifiseer: vir pyn, lyding, verlies aan lewensgenietinge, ens.) : R.....

.....

Totaal : R.....

Ek verklaar hierby dat al die inligting in hierdie vorm vervat, na my beste wete en oortuiging, juis is.

Geteken te op hede die

dag van 19.....

As getuies:

1.

2.

.....
 HANDTEKENING

AFDELING TWEE

HIERDIE AFDELING MOET INGEVUL WORD NET AS DIE PERSOON TEN OPSIGTE VAN WIE SKADEVERGOEDING GEEÏS WORD, BESEER OF NOODLOTTIG BESEER IS TERWYL HY/SY AS PASSASIER PER SPOOR GEREIS HET.

1. Datum en tyd van ongeluk of voorval.....
2. Waar het die ongeluk of voorval plaasgevind? (bv. tussen Johannesburg- en Braamfonteinstasie)
.....
3. Hy/sy was 'n passasier op trein no.en het gereis
vanna
4. Was hy/sy in besit van 'n geldige reiskaartjie? JA ☐ NEE ☐ VRYPAS ☐
(Trek 'n kruisie in die toepaslike blok.)
5. Indien JA, verstrek besonderhede
6. Gee 'n volledige verslag van die ongeluk of voorval waaruit die eis voortspruit. (Indien nodig, kan die inligting wat hier vereis word op 'n afsonderlike bladsy verstrek en aan hierdie vorm geheg word nadat dit behoorlik onderteken is.)
.....
.....
.....
.....
7. In die geval van 'n noodlottige besering, is hy/sy reeds ten tyde van die ongeluk of voorval noodlottig beseer?
JA ☐ NEE ☐ (Trek 'n kruisie in die toepaslike blok.)
8. Indien NEE, wanneer en waar is hy/sy oorlede?.....
.....

Ek verklaar hierby dat al die inligting in hierdie vorm vervat, na my beste wete en oortuiging, juis is.

Geteken teop hede diedag van
.....19.....

As getuies:

1.

2.

HANDTEKENING

AFDELING DRIE

HIERDIE AFDELING MOET INGEVUL WORD NET AS DIE PERSOON TEN OPSIGTE VAN WIE SKADEVERGOEDING GEEÏS WORD, DEUR 'N TREIN OP 'N SPOOROORGANG OF OP 'N SPOORLYN BESEER OF NOODLOTTIG BESEER IS.

1. Datum en tyd van ongeluk of voorval.....

2. Gee 'n volledige beskrywing van waar die ongeluk of voorval plaasgevind het.....

.....
.....
.....
.....

3. Gee 'n volledige verslag van die ongeluk of voorval waaruit die eis voortspruit. (Indien nodig, kan die inligting wat hier vereis word op 'n afsonderlike bladsy verstrek en aan hierdie vorm geheg word nadat dit behoorlik onderteken is.)

.....
.....
.....

4. In die geval van 'n noodlottige besering, is hy/sy reeds ten tyde van die ongeluk of voorval noodlottig beseer?

JA ☐

NEE ☐

(Trek 'n kruisie in die toepaslike blok.)

5. Indien NEE, wanneer en waar is hy/sy oorlede?

.....
.....
.....

6. In die geval van 'n botsing tussen 'n voertuig en 'n trein op 'n spoorroorgang, verstrek die volgende inligting:

(i) Registrasiekode en -nommer van voertuig.....

(ii) Naam en adres van eienaar van voertuig ten tyde van die ongeluk

.....
.....
.....
.....

(iii) Naam en adres van bestuurder van voertuig ten tyde van die ongeluk

.....
.....
.....
.....

(iv) Derdepartyteken-/Versekeringsverklaringsnommer

(v) Naam van derdepartyversekeraar

(vi) Name en adresse van alle ander insittendes van die voertuig

.....

7. Indien vergoeding ook geëls word vir skade aan eiendom (bv. voertuig in botsing met trein), verstrek die volgende inligting:

(i) Volledige beskrywing van beskadigde eiendom (in die geval van 'n voertuig moet registrasiekode en -nommer, fabrikaat, jaar van vervaardiging en tipe voertuig volledig beskryf word)

.....

(ii) Markwaarde van eiendom voor beskadiging : R

(iii) Herstelkoste van beskadigde eiendom, indien herstelbaar : R

(iv) Afdankwaarde van beskadigde eiendom, indien onherstelbaar : R

(Dokumentêre bewyse moet aangeheg word ter staving van die herstelkoste of afdankwaarde.)

Ek verklaar hierby dat al die inligting wat in hierdie vorm vervat is, na my beste wete en oortuiging, juis is.

Geteken te op hede die dag van

..... 19.....

As getuies:

1.

2.

.....
 HANDTEKENING

AFDELING VIER

HIERDIE AFDELING MOET INGEVUL WORD NET AS DIE PERSOON TEN OPSIGTE VAN WIE SKADEVERGOEDING GEEÏS WORD, AS PASSASIER IN 'N PADVOERTUIG VAN DIE ADMINISTRASIE BESEER OF NOODLOTTIG BESEER IS EN DAAR BENEWENS DIE EIS OM SKADEVERGOEDING KRAGTENS DIE WET OP VERPLIGTE MOTORVOERTUIGVERSEKERING, 1972 (WET NO. 56 VAN 1972), 'N VERDERE EIS TEEN DIE ADMINISTRASIE INGESTEL WORD.

1. Datum en tyd van ongeluk of voorval.....
2. Plek waar ongeluk of voorval plaasgevind het.....
3. Besonderhede van Administrasie se voertuig in ongeluk betrokke:
 - (i) Registrasiekode en -nommer.....
 - (ii) Tipe voertuig.....
4. Is 'n eis kragtens die Wet op Verpligte Motorvoertuigversekering, 1972, teen die Administrasie ingestel?
JA ☐ NEE ☐ (Trek 'n kruisie in die toepaslike blok.)
5. Indien JA, op watter datum en deur wie is die eis ingestel, en wat is die Administrasie se verwysingsnommer?
.....
.....
6. Is enige geld kragtens die Wet op Verpligte Motorvoertuigversekering, 1972, reeds aan die eiser uitbetaal?
JA ☐ NEE ☐ (Trek 'n kruisie in die toepaslike blok.)
7. Indien JA, wat is die bedrag wat uitbetaal is? R.....

Ek verklaar hierby dat al die inligting wat in hierdie vorm vervat is, na my beste wete en oortuiging, juis is.

Geteken te.....op hede die.....dag van

.....19.....

As getuies:

1.

2.

HANDTEKENING

AFDELING VYF

HIERDIE AFDELING MOET INGEVUL WORD INDIEN DIE PERSOON TEN OPSIGTE VAN WIE SKADEVERGOEDING GEËIS WORD, DEUR DIE ADMINISTRASIE BESEER OF NOODLOTTIG BESEER IS IN OMSTANDIGHEDE WAT NIE ONDER AFDELINGS TWEE, DRIE OF VIER RESORTEER NIE.

1. Datum en tyd van ongeluk of voorval.....

2. Gee 'n volledige beskrywing van waar die ongeluk of voorval plaasgevind het.....

3. Gee 'n volledige beskrywing van die ongeluk of voorval waaruit die eis voortspruit. (Indien nodig kan die inligting wat hier vereis word op 'n afsonderlike staat verstrekk en aan hierdie vorm geheg word nadat dit behoorlik onderteken is.)

4. In die geval van 'n noodlottige besering, is hy/sy ten tyde van die ongeluk of voorval noodlottig beseer?

JA ☐

NEE ☐

(Trek 'n kruisie in toepaslike blok.)

5. Indien NEE, wanneer en waar is hy/sy oorlede?.....

Ek verklaar hierby dat al die inligting in hierdie vorm vervat, na my beste wete en oortuiging, juis is.

Geteken te.....op hede die.....dag van

.....19.....

As getuies:

1.

2.

HANDTEKENING

MEDIESE VERSLAG

HIERDIE VERSLAG MOET INGEVUL WORD DEUR DIE GENEESHEER WAT DIE OORLEDENE OF BESEERDE BEHANDEL HET VIR LIGGAAMLIKE BESERINGS WAT HY/SY OPGEDOEN HET IN DIE VOORVAL WAARUIT DIE EIS VOORTSPRUIT, OF DEUR DIE SUPERINTENDENT (OF SY VERTEENWOORDIGER) VAN DIE HOSPITAAL WAAR DIE OORLEDENE OF BESEERDE VIR SODANIGE LIGGAAMLIKE BESERINGS BEHANDEL IS.

(Waar daar 'n blok vir die antwoord op 'n vraag is, trek 'n kruisie daarin.)

1. Is u daarvan oortuig dat die persoon op wie hierdie verslag betrekking het, die persoon is wat in paragraaf C van afdeling een van die eisevorm gemeld word? JA ☐ NEE ☐
 2. Datum waarop u hom/haar vir die eerste maal na die ongeluk gesien het
 3. Het u hom/haar te eniger tyd voor die ongeluk behandel? JA ☐ NEE ☐
Indien JA, verstrek datum van laaste sodanige behandeling en aard van ongesteldheid
 4. Is die beserings: GERING? ☐ TAAMLIK ERNSTIG? ☐ ERNSTIG? ☐
 5. Dui die liggaamsdele aan wat beseer is:
KOP ☐ BORSKAS ☐ NEK ☐ BUIK ☐ RUG ☐
BOONSTE LEDEMATE ☐ ONDERSTE LEDEMATE ☐ BEKKEN ☐
 6. (a) Verstrek volledige besonderhede van die aard van die beserings en enige komplikasies (bv. gebreekte ribbes met borsbloeding, saamgestelde breuk van linkerskeenbeen, skending, ens.)
.....en
(b) meld watter behandeling tot op datum gegee is
 7. Sal die persoon na verwagting permanent ongeskik wees? JA ☐ NEE ☐
Indien JA, verstrek volledige besonderhede
 - Indien NEE, het sy/haar toestand gestabiliseer geraak?
 8. Word daar spesialisbehandeling gegee? JA ☐ NEE ☐
Indien JA, meld naam en adres van spesialis
 9. Verstrek volledige besonderhede van die aard en verwagte duur van enige toekomstige behandeling
 10. Het die beserings enige vooraf bestaande patologiese toestand vererger? JA ☐ NEE ☐
 11. Is enige sodanige vooraf bestaande patologiese toestand vererger deur die gevolge van 'n trauma? JA ☐ NEE ☐
 12. Indien die antwoord op of 10 of 11 hierbo JA is, verstrek volledige besonderhede
 13. Is die persoon in 'n hospitaal/verpleeginrigting gehou? JA ☐ NEE ☐
Indien JA, verstrek naam en adres van hospitaal/verpleeginrigting en datum waarop hy/sy ontslaan is of na verwagting ontslaan sal word
 14. Indien hy/sy op die datum van ongeluk in diens was, meld datum van verwagte terugkeer na diens
 15. Indien die uiteinde noodlottig was, verstrek die volgende inligting:
(a) Datum van dood (b) Oorsaak
(c) Het enige vooraf bestaande patologiese toestand bygedra tot die dood? JA ☐ NEE ☐
(d) Indien JA, verstrek volledige besonderhede
- Naam van geneesheer Adres
- Handtekening
- Kwalifikasies
- Datum

NET VIR DEPARTEMENTELE
GEBRUIK

SAS



EISE

Veldbrande

SPOORWEGDATUMSTEMPEL

EIS OM SKADEVERGOEDING TEN OPSIGTE VAN DIE BESKADIGING OF VERNIETIGING VAN EIENDOM DEUR 'N BRAND VER-
OORSAAK DEUR 'N BRANDENDE VOORWERP AFKOMSTIG UIT 'N SPOORWEGLOKOMOTIEF OF 'N SPOORWEGTREIN
Artikels 69 en 70 van die Konsolidasiewet op die Beheer en Bestuur van Spoorweë en Hawens, 1957 (Wet No. 70 van 1957)

OPMERKINGS

Hierdie vorm moet slegs in enkelvoud ingevul te word en kan by enige stasiemeester of afdelingsbestuurder se kantoor of die
Hoofbestuurder se Sentrale Eisekantoor ingedien of gepos word aan —

Die Hoofbestuurder
S.A. Spoorweë en Hawens
Sentrale Eisekantoor
Privaatsak X47
JOHANNESBURG
2134

- Hierdie vorm moet so volledig moontlik ingevul word en ingedien word binne die voorgeskrewe tydperk soos in artikel 64(3) van die Konsolidasiewet op die Beheer en Bestuur van Spoorweë en Hawens, 1957 (Wet No. 70 van 1957) bepaal word.
- Dokumentêre bewys ter staving van die bedrag wat geëis word, moet, waar enigsins moontlik, saam met alle eise ingedien word.
- Indien basiese inligting en/of dokumente nie beskikbaar is binne die tydperk waarbinne 'n eis ingedien moet word nie, of indien die bedrag van die eis nog nie bereken kan word nie, moet die eisevorm dienoreenkomstig geëndosseer en so volledig moontlik ingevul en ingedien word, in welke geval die eis geregistreer sal word in afwagting van die nodige inligting en/of dokumente.
- Eisevorme is gratis in Afrikaans en Engels by enige STASIEMEESTER of EISEKANTOOR verkrygbaar.

AFDELING EEN

1. BESONDERHEDE VAN EISER

*Van Woon- of Posadres
besigheidsadres
Voorletters

2. BESONDERHEDE VAN PARTYE

EIENAAR VAN EIENDOM

BEWONER VAN EIENDOM

*Van *Van
Voorletters Voorletters
Adres Adres

*Geen afkortings mag gebruik word nie, en in die geval van 'n maatskappy moet die volledige geregistreerde naam van die maatskappy ingevul word.

3. BESONDERHEDE VAN EIENDOM

Naam en volledige beskrywing van eiendom

Grootte van eiendom

Dorps-/stads-/munisipale gebied/landdrosdistrik waarbinne eiendom geleë is:

AFDELING TWEE

1. BESONDERHEDE VAN BRAND

- (a) Datum en tyd van brand: Datum
Tyd
- (b) Plek waar brand ontstaan het: Tussen-stasie en-stasie
by kilometerpunt

- (c) Brand het op eiser se eiendom begin */op spoorwegeiendom begin en na eiser se eiendom versprei */van aangrensende eiendom (nie spoorwegeiendom nie) na eiser se eiendom versprei*. (*Skrap wat nie van toepassing is nie)

- (d) Gee 'n kort uiteensetting van hoe die brand ontstaan het

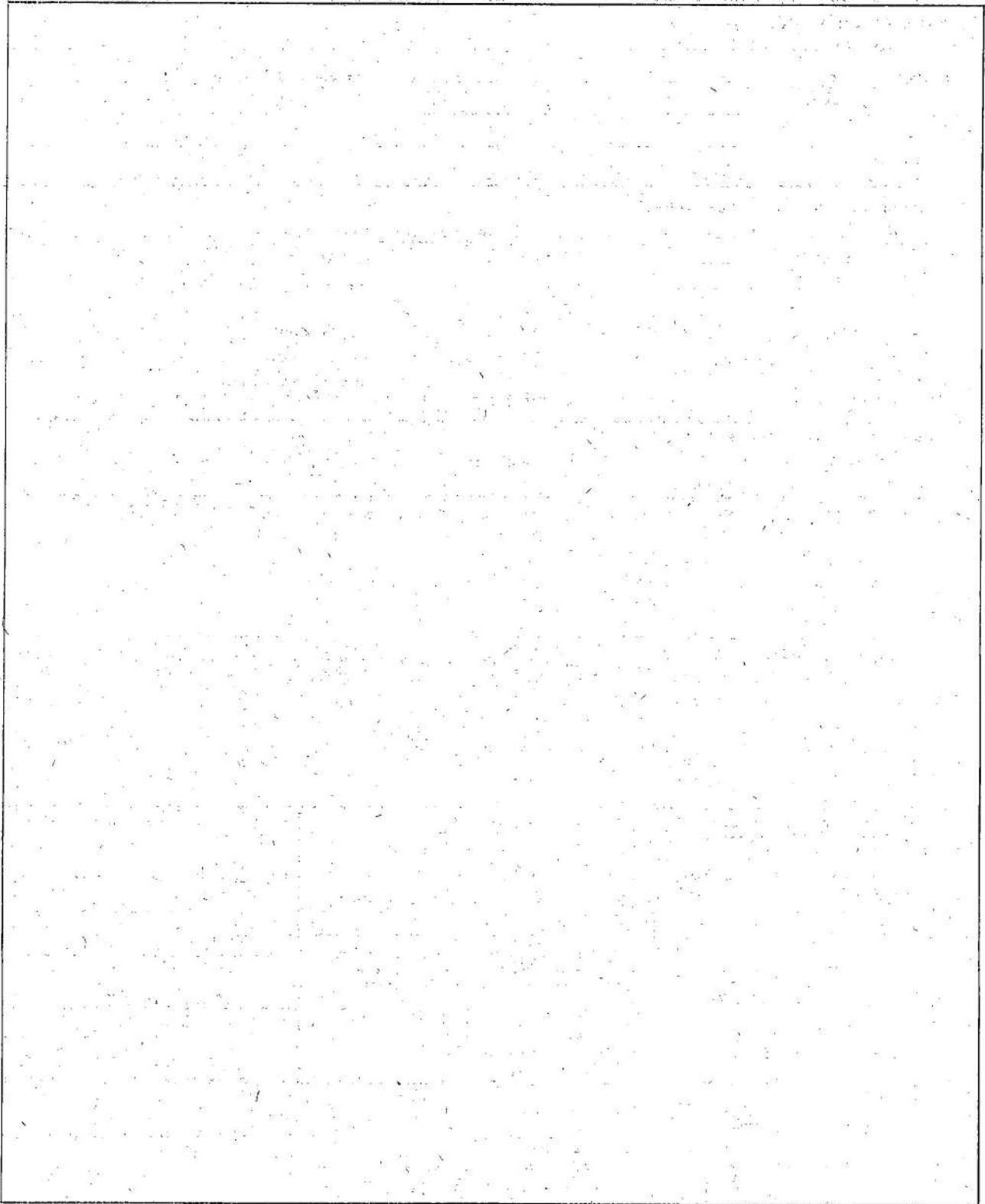
- (e) Hoe, waar en wanneer is die vuur geblus?

2. BESONDERHEDE VAN BRANDSKADE

- Gee 'n volledige uiteensetting van die omvang van die brandskade

AFDELING VYF

Teken 'n ruwe sketskaart van die eiendom met 'n duidelike aanduiding van die gebied wat deur die brand beskadig is. Probeer om soveel besonderhede as wat moontlik is op die sketskaart te verstrek, soos bv. die posisie van die spoorlyn, enige voorbrande, kampe, landerye, heinings, geboue, eërs. Dui NOORD duidelik aan, en as die wind op die dag van die brand gewaai het, dui die rigting en sterkte daarvan aan.

SKETSKAART

EISER SE VERWYSING (AS DAAR IS)

HANDTEKENING VAN EISER

DATUM

NET VIR DEPARTEMENTELE GEBRUIK

SAS



EISE

BYLAE 3

Lewende Hawe

L.W. LEES ASSEBLIEF OPMERKINGS OP KEERSY

SPOORWEGDATUMSTEMPEL

1. BESONDERHEDE VAN EISER -

VAN EN VOORLETTERS*

Telefoonno.	WOON- OF BESIGHEIDS- ADRES	POSADRES

2. BESONDERHEDE VAN PARTYE EN STASIES -

AFSENDER: VAN *	GEADRESSEERDE: VAN *
VOORLETTERS	VOORLETTERS
ADRES	ADRES
AFSENDSTASIE	ONTVANGSTASIE
DATUM AFGESTUUR	DATUM ONTVANG
TYD	TYD
	AFLEWERINGSBRIEFNO.

*Geen afkortings mag gebruik word nie, en in die geval van 'n maatskappy moet die volledige geregisteerde naam van die maatskappy ingevul word.

3. BESONDERHEDE VAN EISOORSAAK -

Die eis is ten opsigte van -

DOOD ☐ BESERING ☐ VERTRAGING ☐ TEKORT ☐ VERLIES ☐

L.W. Trek 'n kruisje in die toepaslike blok.

4. BESONDERHEDE VAN VERLIES - Gee 'n kort beskrywing van die aard en omvang van die verlies wat gely is.

5. BESONDERHEDE VAN EIS - Beskrywing van dier of voël	Massa in kilogram	Meld of dier/voël gedood, beseer, verloor of vertraag is	Markwaarde voor dier/voël gedood, beseer, verloor of vertraag is	Markwaarde na dier/voël gedood, beseer, verloor of vertraag is	Bedrag van eis R c
			R R R R R	R R R R R	
				Totaal	
6. Waar is die lewende hawe gedood, beseer, verloor of vertraag? Laaikraal by afsendstasie Laaikraal by ontvangstasie In deurvoer Tydens laai/aflaai		7.2 Wie het die besending nagesien? By afsendstasie: AFSENDER SAS-ADM. By ontvangstasie: GEADRESSEERDE SAS-ADM.	7.1 Is 'n premie vir hoër risiko betaal? JA ☐ NEE ☐ Moes die lewende hawe onderweg voer en water gekry het? JA ☐ NEE ☐	9.2 Wie is van die ongeluk in kennis gestel en wanneer? 9.3 Hoe is oor die beseerde diere of karkasse beskik? VERKOOP ☐ OPBRENGS R c VERNIETIG ☐ BEGRAWE ☐	
7. Is die lewende hawe voer en water voor afsending gegee? JA ☐ NEE ☐ 8. Oorsaak van dood of besering Deur trein gedood/beseer Deur SAS-padvervoervoertuig gedood/beseer		9.1 Plek: Tussen en by kilometerpunt	10. Is daar heinings langs die spoorbaan? JA ☐ NEE ☐	11. Toestand van heinings: Goed ☐ Gemiddeld ☐ Swak ☐	
			12. Was daar 'n wagter by die diere tydens die ongeluk? JA ☐ NEE ☐	12.1 Hoe het die diere op die spoorbaan beland?	

Eiser se verwysing (as daar is)

Handtekening van eiser

Datum

1. Die vorm hoef slegs in enkelvoud ingevul te word en kan by enige stasiemeester, afdelingsbestuurder se kantoor of die Hoofbestuurder se Sentrale Eisekantoor ingedien of gepos word aan —
Die Hoofbestuurder
S.A. Spoorweë en Hawens
Sentrale Eisekantoor
Privaatsak X47
JOHANNESBURG
2134
2. Die vorm moet so volledig moontlik ingevul word en 'n kruisie moet in die betrokke blok in alle toepaslike kolomme getrek word. Indien daar nie genoeg ruimte op die vorm is nie, kan antwoorde of bykomende inligting verstrekkend word op 'n afsonderlike vel wat aan hierdie vorm geheg moet word.
- L.W. Eise moet op die voorgeskrewe vorm ingedien word en binne die toepaslike tydperk soos in artikel 64(3) van die Konsolidasiewet op die Beheer en Bestuur van Spoorweë en Hawens, 1957 (Wet No. 70 van 1957) bepaal word.
3. Saam met eise ten opsigte van besering, dood, tekorte of vertraging van lewende hawe wat deur die Administrasie vir vervoer aangeneem is, moet die gedregerde se afskrif van die SAS-afleweringsbrief (of 'n fotostaat daarvan), en saam met eise ten opsigte van die verlies van 'n hele besending, die afskrif se afskrif van die SAS-vragbrief (of 'n fotostaat daarvan) ingedien word.
4. Dokumentêre bewys ter staving van die bedrag wat geëis word, moet, waar enigsins moontlik, saam met alle eise ingedien word.
5. Indien basiese inligting en/of dokumente nie beskikbaar is binne die tydperk waarbinne 'n eis ingedien moet word nie, of indien die bedrag van die eis nog nie bereken kan word nie, moet die eisevorm dienoreenkomstig geëndosseer en ingedien word, in welke geval die eis geregistreer sal word in afwagting van die nodige inligting en/of dokumente.
6. Eisevorms is gratis in Afrikaans en Engels by enige STASIEMEESTER of EISEKANTOOR verkrygbaar.

[illegible]

OPMERKINGS:

1. Die vorm hoef slegs in enkelvoud ingevul te word en kan by enige stasiemeester, afdelingsbestuurder se kantoor of die Hoofbestuurder se Sentrale Eisekantoor ingedien of gepos word aan —
Die Hoofbestuurder
S.A. Spoorweë en Hawens
Sentrale Eisekantoor
Privaatsak X47
JOHANNESBURG
2134
- L.W. In die geval van eise ten opsigte van beskadiging of verlies van vrag in 'n hawe, moet die eise by die betrokke hawe-eisekantoor ingedien word.
2. Die vorm moet so volledig moontlik ingevul word, en 'n kruisie moet in die betrokke blok in alle toepaslike kolomme getrek word. Indien daar nie genoeg ruimte op die vorm is nie, kan antwoorde of bykomende inligting verstrek word op 'n afsonderlike vel wat aan hierdie vorm geheg moet word.
- L.W. Eise moet op die voorgeskrewe vorm ingedien word en binne die toepaslike tydperk soos in artikel 64(3) van die Konsolidasiewet op die Beheer en Bestuur van Spoorweë en Hawens, 1957 (Wet No. 70 van 1957) bepaal word.
3. Saam met eise ten opsigte van beskadiging, tekorte of vertraging van goedere wat deur die Administrasie vir vervoer aangeneem is, moet die geadresseerde se afskrif van die SAS-afleveringsbrief (of 'n fotostaat daarvan), en saam met eise ten opsigte van die verlies van 'n hele besending, die afsender se afskrif van die SAS-vragbrief (of 'n fotostaat daarvan) ingedien word.
4. Dokumentêre bewys ter staving van die bedrag wat geëis word, bv. die leweransier se faktuur, moet, waar enigsins moontlik, saam met alle eise ingedien word.
5. Indien basiese inligting en/of dokumente nie beskikbaar is binne die tydperk waarbinne 'n eis ingedien moet word nie, of indien die bedrag van die eis nog nie bereken kan word nie, moet die eisevorm dienoreenkomstig geëndosseer word en intussen so volledig moontlik ingevul en ingedien word, in welke geval die eis geregistreer sal word in afwagting van die nodige inligting en/of dokumente.
6. Eisevorms is gratis in Afrikaans en Engels by enige STASIEMEESTER of EISEKANTOOR verkrybaar.

NET VIR DEPARTEMENTELE GEBRUIK

Beskriving ☐ 01 ☐ 02 R : c Verwysing _____
(Merk met 'n X. 01-betaal 02-wys van die hand) Handtekening _____
Is 'n premie vir hoër risiko betaal? JA ☐ NEE ☐
Opmerkings: _____

Afsender _____ Geadresseerde _____
Afsendstasieno. _____ Ontvangstasieno. _____ Oorlaastasieno. _____
Fakturno. _____ Datum _____ Geleibriefno. _____ Datum _____

Eisoorsaak	Ontfutseling/diefstal	Tekort	Nattigheid	Beskadiging	Vertraging	Diverse
*	1	2	3	4	5	6

Rede vir eis (kodeneno.) +

Plek waar eis ontstaan het	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99				

Verpakkingspesifikasieno. Kommoditeitsno. (eise-item) Kommoditeitskodeneno.
*merk met 'n X
+hierdie kode moet voorafgegaan word deur die syfer 0 vir plaaslik, 3 vir invoer of 4 vir uitvoer om die verkeer te identifiseer.

PLAASLIKE REKENMEESTER:

Betaal _____
Die bedrag van (R : c) _____ Rand _____ sent
Bewysno. _____ Datum _____ Vergoedingsrekeningno. _____
Goedgekeur _____
namens HOOFBESTUURDER

NET VIR DEPARTEMENTELE
GEBRUIK

SAS



EISE

BYLAE 5

Skade aan Vraghouer

L.W. LEES ASSEBLIEF OPMERKINGS OP KEERSY

SPOORWEGDATUMSTEMPEL

1. BESONDERHEDE VAN EISER —

NAAM _____

BESIGHEIDS-
ADRES _____

_____POSADRES _____

Telefoonno. _____

2. BESONDERHEDE VAN HOUER —

HOUERPREFIKS HOUERNOMMER

Datum van vervaardiging _____

* BESKRYWING VAN HOUER
* merk met 'n X.

1A	1B	1C	1D	TENK†
1AA	1BB	1CC	1DD	SPESIAAL†

† Beskryf _____

Datum en tyd waarop houer deur eiser ontvang is: Datum _____ Tyd _____

AFLEWERINGSBRIEFNOMMER: _____

3. BESONDERHEDE VAN SKADE — Gee 'n kort beskrywing van die aard en omvang van die skade:

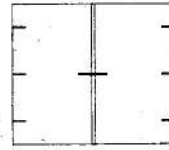
4. DUI OP ONDERSTAANDE DIAGRAMME DIE AARD EN POSISIE VAN DIE SKADE AAN DEUR GEBRUIK TE MAAK VAN DIE VOLGENDE KODES:

GEBREEK = BR
VERMIS = M
SLOTMEGANISME = GGEBUIG = B
GELAP = P
LEK = LGESNY = C
GEROES = RINGEDUIK = D
GEKRAP = SGAT(E) IN = H
GESKEUR = T

Regterkant



Linkerkant



Deure



Bokant



Onderkant



Voorkant

5. BESONDERHEDE VAN EIS —

Beskrywing van skade en herstel- of vervangingswerk

Besonderhede van materiaal en koste

Arbeid (spesifiseer)

TOTAAL
R c

Iser se verwysing (as daar is)

Handtekening van eiser

Datum

OPMERKINGS:

1. Die vorm hoef slegs in enkelvoud ingevul te word en kan per hand by enige stasiemeester, afdelingsbestuurder se kantoor of die Hoofbestuurder se Sentrale Eisekantoor ingedien of gepos word aan —
Die Hoofbestuurder
S.A. Spoorweë en Hawens
Sentrale Eisekantoor
Privaatsak X47
JOHANNESBURG
2134
2. Die vorm moet so volledig moontlik ingevul word. Alle toepaslike kolomme moet ingevul word.
- L.W. Eise moet op die voorgeskrewe vorm ingedien word en binne die toepaslike tydperk soos in artikel 64(3) van die Konsolidasiewet op die Beheer en Bestuur van Spoorweë en Hawens, 1957 (Wet No. 70 van 1957) bepaal word.
3. Die geadresseerde se afskrif van die SAS-afleweringsbrief (of 'n fotostaat daarvan), of die afsender se afskrif van die SAS-vragbrief (of 'n fotostaat daarvan), moet saam met die eisevorm ingedien word.
4. Dokumentêre bewys ter staving van die bedrag wat geëis word, moet, waar enigsins moontlik, saam met alle eise ingedien word.
5. Indien basiese inligting en/of dokumente nie beskikbaar is binne die tydperk waarbinne 'n eis ingedien moet word nie, of indien die bedrag van die eis nog nie bereken kan word nie, moet die eisevorm dienooreenkomstig geëndosseer word en intussen so volledig moontlik ingevul en ingedien word, in welke geval die eis geregistreer sal word in afwagting van die nodige inligting en/of dokumente.
6. Die Administrasie is aanspreeklik vir skade aan vraghouers of tenkhouers terwyl dit in sy bewaring as karweier ingevoel 'n vervoerkontrak is, met dien verstande dat die skade veroorsaak is deur die Administrasie of enige van sy dienare, en met dien verstande voorts dat die skade nie verband hou nie of onverenigbaar is met billike slytasie.
Billike slytasie sluit in —
 - (a) klein duik, snye, krapmerke, skaafplekke en keepmerke;
 - (b) geringe vervorming van die onderdrabake, kant- en onderentrelings en vurkhystonnels en -openinge wat nie die sterkte of die funksie van sodanige raamdele verander nie;
 - (c) deurseëls wat gebreek of verskuif is;
 - (d) gekraakte sweislasse, of los struktuurklinknaels; en
 - (e) roes en korrosie.
7. Eisevorms is gratis in Afrikaans en Engels by enige STASIEMEESTER of EISEKANTOOR verkrybaar.

NET VIR DEPARTEMENTELE GEBRUIK																																										
Besikking	01	02	R	c	Verwysing																																					
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Opmerkings:																																										
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Die bedrag van (R					c)	Rand					sent																															
Bewysno.					Datum					Vergoedingsrekeningno.																																
Goedgekeur _____ namens HOOFBESTOUREUR																																										

NET VIR DEPARTEMENTELE GEBRUIK

SAS



EISE

BYLAE 6

Algemene Goedere Bo R50

L.W. LEES ASSEBLIEF OPMERKINGS OP KEERSY

SPOORWEGDATUMSTEMPEL

1. BESONDERHEDE VAN EISER – VAN EN VOORLETTERS*

Telefoonno.	WOON- OF BESIGHEIDS- ADRES	POSADRES
_____	_____	_____
_____	_____	_____

2. BESONDERHEDE VAN PARTYE EN STASIES –

AFSENDER: VAN *	GEADRESSEERDE: VAN *
VOORLETTERS _____	VOORLETTERS _____
ADRES _____	ADRES _____
AFSENDSTASIE _____	ONTVANGSTASIE _____
DATUM AFGESTUUR _____ TYD _____	DATUM ONTVANG _____ TYD _____
	AFLEWERINGSBRIEFNO. _____

*Geen afkortings mag gebruik word nie, en in die geval van 'n maatskappy moet die volledige geregistreerde naam van die maatskappy ingevul word.

3. BESONDERHEDE VAN EISOORSAAK

Die eis is ten opsigte van — ONTFUTSELING/DIEFSTAL ☐ TEKORT ☐ NATTIGHEID ☐ ANDER SKADE ☐ VERTRAGING ☐ DIVERSE ☐
L.W. Trek 'n kruisje in die toepaslike blok.

4. BESONDERHEDE VAN VERLIES/SKADE — Gee 'n kort beskrywing van die aard en omvang van die verlies/skade wat gely is.

5. BESONDERHEDE VAN EIS — Beskrywing van item wat beskadig, verloer of vertrap is	Massa in kilogram	Meld of item beskadig, verloer of vertrap is	Markwaarde van item voor beskadiging, verlies of vertraging	Markwaarde van item na beskadiging of vertraging	Bedrag van eis R c
			R R R R	R R R R	
				Totaal	

6. AARD VAN VERPAKKING* — KAS — Hout _____ Laaghout _____ Plastiek _____ Ander _____ KRAT — Hout _____ Plastiek _____ Metaal _____ Ander _____ HOUTVAT _____ SAK — Papier _____ Jute/goiing _____ Katoen/linne _____ Plastiek _____ Geweefde plastiek _____ RIFFELBORDDOOS EN TOEGEMAAK MET _____ — Kleefband _____ Kramme _____ Gom _____ Ander _____	DROM — Metaal _____ Hout _____ Veselbord _____ Plastiek _____ Ander _____ GEBONDEL EN VASGEMAAK _____ MET — Metaalband _____ Plastiekband _____ Tou _____ Draad _____ Ander _____ GEBAALEN BEDEK MET _____ — Papier _____ Plastiek _____ Jute/goiing _____ Papier, plastiek en goiing _____ Ander _____ ANDER VERPAKKING _____ Spesifiseer _____ _____ _____ ONVERPAK _____	6.1 Verpakking gebruik is — Nuut ☐ Tweedehands ☐	7(a) SAS-verpakkingsertifikaat Op houder/pak Op kleefband (b) Indien ingevoerde goedere: Kom enige verpakkingsertifikaat op die houder/pak voor? JA ☐ NEE ☐ (c) Metaal-/plastiekdromme (i) Dikte van metaal (op drom gebosseleer bv. /0,80/1,00/1,20.) (ii) Datum van vervaardiging	(ii) Tipe drom Los deksel ☐ Vaste deksel ☐ (iv) Metode van sluiting Sluitring ☐ Deksel met verlengde kloue en sluitring ☐ Skroefdraad ☐
		7.1 Voldoen die verpakking aan die vereistes soos voorgeskryf in Byvoegsel no. 7 by die Offisiële Spoorwegtariefboek? JA ☐ NEE ☐		

Eiser se verwysing (as daar is)

Handtekening van eiser

Datum

OPMERKINGS:

1. Die vorm hoof slegs in enkelvoud ingevul te word en kan by enige stasiemeester, afdelingsbestuurder se kantoor of die Hoofbestuurder se Sentrale Eisekantoor ingedien of gepos word aan —
Die Hoofbestuurder
S.A. Spoorweë en Hawens
Sentrale Eisekantoor
Privaatsak X47
JOHANNESBURG
2134
- L.W. In die geval van eise ten opsigte van beskadiging of verlies van vrag in 'n hawe, moet die eise by die betrokke hawe-eisekantoor ingedien word.
2. Die vorm moet so volledig moontlik ingevul word, en 'n kruisie moet in die betrokke blok in alle toepaslike kolomme getrek word. Indien daar nie genoeg ruimte op die vorm is nie, kan antwoorde of bykomende inligting verstrek word op 'n afsonderlike vel wat aan hierdie vorm geheg moet word.
- L.W. Eise moet op die voorgeskrewe vorm ingedien word en binne die toepaslike tydperk soos in artikel 64(3) van die Konsolidasiewet op die Beheer en Bestuur van Spoorweë en Hawens, 1957 (Wet No. 70 van 1957) bepaal word.
3. Saam met eise ten opsigte van beskadiging, tekorte of vertraging van goedere wat deur die Administrasie vir vervoer aangeneem is, moet die geadresseerde se afskrif van die SAS-afleweringsbrief (of 'n fotostaat daarvan), en saam met eise ten opsigte van die verlies van 'n hele besending, die afsender se afskrif van die SAS-vragbrief (of 'n fotostaat daarvan) ingedien word.
4. Dokumentêre bewys ter staving van die bedrag wat geëis word, bv. die leweransier se faktuur, moet, waar enigsins moontlik, saam met alle eise ingedien word.
5. Indien basiese inligting en/of dokumente nie beskikbaar is binne die tydperk waarbinne 'n eis ingedien moet word nie, of indien die bedrag van die eis nog nie bereken kan word nie, moet die eisevorm dienooreenkomstig geëndosseer en intussen so volledig moontlik ingevul en ingedien word, in welke geval die eis geregistreer sal word in afwagting van die nodige inligting en/of dokumente.
6. Eisevorms is gratis in Afrikaans en Engels by enige STASIEMEESTER of EISEKANTOOR verkrygbaar.

NET VIR DEPARTEMENTELE GEBRUIK																								
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PLAASLIKE REKENMEESTER: Betaal _____ Die bedrag van (R : c) _____ Rand _____ sent Bewysno. _____ Datum _____ Vergoedingsrekeningno. _____ Goedgekeur _____ namens HOOFBESTUURDER																								

NET VIR DEPARTEMENTELE
GEBRUIK

SAS



EISE

BYLAE 7

Algemene Goedere Tot R50

L.W. LEES ASSEBLIEF OPMERKINGS OP KEERSY

SPOORWEGDATUMSTEMPEL

1. BESONDERHEDE VAN EISER -

VAN EN VOORLETTERS*

Telefoonno.	WOON- OF BESIGHEIDS- ADRES	POSADRES

2. BESONDERHEDE VAN PARTYE EN STASIES -

AFSENDER: VAN *	GEADRESSEERDE: VAN *
VOORLETTERS	VOORLETTERS
ADRES	ADRES
AFSENDSTASIE	ONTVANGSTASIE
DATUM AFGESTUUR	DATUM ONTVANG
TYD	TYD
	AFLEWERINGSBRIEFNO.

*Geen afkortings mag gebruik word nie, en in die geval van 'n maatskappy moet die volledige geregistreerde naam van die maatskappy ingevul word.

3. BESONDERHEDE VAN EISOORSAAK -

Die eis is ten opsigte van - ONTFUTSELING/DIEFSTAL ☐ TEKORT ☐ NATTIGHEID ☐ ANDER SKADE ☐ VERTRAGING ☐ DIVERSE ☐
L.W. Trek 'n kruisie in die toepaslike blok.

4. BESONDERHEDE VAN VERLIES/SKADE - Gee 'n kort beskrywing van die aard en omvang van die verlies/skade wat gely is.

5. BESONDERHEDE VAN EIS - Beskrywing van item wat beskadig, verloer of vertrap is	Massa in kilogram	Meld of item beskadig, verloer of vertrap is	Markwaarde van item voor beskadiging, verlies of vertraging	Markwaarde van item na beskadiging of vertraging	Bedrag van eis R c
			R R R R	R R R R	
				Totaal	

6. AARD VAN VERPAKKING -

KAS - Hout
Laaghout
Plastiek
Ander
KRAT - Hout
Plastiek
Metaal
Ander
HOOUTVAT
SAK - Papier
Jute/goiing
Katoen/linne
Plastiek
Geweeftde plastiek
RIFFELBORDDOOS EN
TOEGEMAAK MET
- Kleefband
Kramme
Gom
Ander

DROM - Metaal
Hout
Veselbord
Plastiek
Ander
GEBONDEL EN VASGEMAAK
MET - Metaalband
Plastiekband
Tou
Draad
Ander
GEBAAAL EN BEDEK MET
- Papier
Plastiek
Jute/goiing
Papier, plastiek
en goiing
Ander
ANDER VERPAKKING
Spesifiseer
ONVERPAK

6.1 Verpakking gebruik is --
Nuut
Tweedehands

7(a) SAS-verpakkingsertifikaat

Op houer/pak
Op kleefband

(b) Indien ingevoerde goedere:
Kom enige verpakkingsertifikaat
op die houer/pak voor?

JA ☐ NEE ☐

(c) Metaal-/plastiekdromme
(i) Dikte van metaal

(op drom gebosseleer
bv. /0,80/1,00/1,20.)

(ii) Datum van vervaardiging

(iii) Tipe drom

Los deksel
Vaste deksel

(iv) Metode van sluiting

Sluitring
Deksel met verlengde
kloue en sluitring
Skroefdraad

7.1 Voldoen die verpakking
aan die vereistes soos
voorgeskrif in Byvoegsel
no. 7 by die Offisiële
Spoorwegtariefboek?

JA ☐ NEE ☐

Eiser se verwysing (as daar is)

Handtekening van eiser

Datum

OPMERKINGS:

1. Die vorm moet slegs in enkelvoud ingevul te word en kan by enige stasiemeester of afdelingsbestuurder se kantoor ingedien of aan die betrokke afdelingsbestuurder gepos word.

L.W. In die geval van eise ten opsigte van beskadiging of verlies van vrag in 'n hawe, moet die eise by die betrokke hawe-eisekantoor ingedien word.

2. Die vorm moet so volledig moontlik ingevul word, en 'n kruisie moet in die betrokke blok in alle toepaslike kolomme getrek word. Indien daar nie genoeg ruimte op die vorm is nie, kan antwoorde of bykomende inligting verstrek word op 'n afsonderlike vel wat aan hierdie vorm geheg moet word.

L.W. Eise moet op die voorgeskrewe vorm ingedien word en binne die toepaslike tydperk soos in artikel 64(3) van die Konsolidasiewet op die Beheer en Bestuur van Spoorwêë en Hawens, 1957 (Wet No. 70 van 1957) bepaal word.

3. Saam met eise ten opsigte van beskadiging, tekorte of vertraging van goedere wat deur die Administrasie vir vervoer aangeneem is, moet die geadresseerde se afskrif van die SAS-afleweringsbrief (of 'n fotostaat daarvan), en saam met eise ten opsigte van die verlies van 'n hele besending, die afsender se afskrif van die SAS-vragbrief (of 'n fotostaat daarvan) ingedien word.

4. Dokumentêre bewys ter staving van die bedrag wat geëis word, bv. die leweransier se faktuur, moet, waar enigsins moontlik, saam met alle eise ingedien word.

5. Indien basiese inligting en/of dokumente nie beskikbaar is binne die tydperk waarbinne 'n eis ingedien moet word nie, of indien die bedrag van die eis nog nie bereken kan word nie, moet die eisvorm dienoreenkomstig geëndosseer en intussen so volledig moontlik ingevul en ingedien word, in welke geval die eis geregistreer sal word in afwagting van die nodige inligting en/of dokumente.

6. Eisevorms is gratis in Afrikaans en Engels by enige STASIEMEESTER of EISEKANTOOR verkrygbaar.

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Goedgekeur _____ namens AFDELINGSBESTUURDER																																																														

DEPARTMENTAL USE ONLY

SAR



CLAIMS

SCHEDULE 1

Persons: Death or Injury

N.B. PLEASE READ REMARKS BELOW

RAILWAY DATE STAMP

**CLAIM FOR DAMAGES
AND MEDICAL REPORT IN RESPECT OF PERSONAL INJURY OR DEATH
IN TERMS OF SECTION 64(3) OF THE
RAILWAYS AND HARBOURS CONTROL AND MANAGEMENT
(CONSOLIDATION) ACT, 1957 (ACT No. 70 OF 1957)**

NOTES

- (i) A separate form in respect of each person or deceased person for whose injury or death damages are claimed, must be completed and handed in at the General Manager's Office, a System Manager's Office or a Station Master, or posted to: The General Manager, S.A. Railways and Harbours, Central Claims Office, Private Bag X47, Johannesburg, 2134.
- (ii) Claims for damages in terms of the Compulsory Motor Vehicle Insurance Act, 1972 (Act No. 56 of 1972), on the form (MVA 13) prescribed in that Act must be handed in at the General Manager's Office, a System Manager's Office, or a Station Master, or posted to: The General Manager, S.A. Railways and Harbours, Central Claims Office, Private Bag X47, Johannesburg, 2134.
- (iii) A clear reply must be given to each question and if a question is not applicable to the claim, the words "not applicable" or the abbreviation "NA" must be inserted.
- (iv) Section ONE must be completed by each claimant, together with one of the other relevant Sections, i.e. SECTION TWO, THREE, FOUR or FIVE.
- (v) The medical report must be completed in detail as far as possible.
- (vi) Claims forms are available free of charge in English and Afrikaans at any STATION MASTER or CLAIMS OFFICE.

SECTION ONE**A. PARTICULARS OF CLAIMANT:—**

1. Surname.....
2. First names.....
3. Residential address
-
-
4. Postal address
5. Telephone number
6. Identity number
7. Sex
8. Race (state whether White, Asian, Coloured or Black).....

B. IF THE CLAIMANT IS CLAIMING DAMAGES ON BEHALF OF A PERSON OR PERSONS OTHER THAN HIMSELF/HERSELF, STATE:—

1. Capacity in which claimant is acting.....
2. Name and address of person/s on whose behalf damages are being claimed
.....
.....
.....
.....
3. Identity number/s of such person/s
4. Relationship of claimant to such person/s

C. PARTICULARS OF PERSON IN RESPECT OF WHOSE BODILY INJURY OR DEATH DAMAGES ARE BEING CLAIMED:—

1. Surname.....
2. First names
3. Residential address
-
-
4. Postal address
-
-
5. Sex

6. Race (state whether White, Asian, Coloured or Black).....
7. Date of birth (copy of birth certificate must be attached).....
8. Identity number
9. Marital status at date of accident (state whether never married, married, divorced, widowed or legally separated)
.....
10. If married, state whether in or out of community of property or by indigenous law (copy of marriage certificate must be attached, if he/she is deceased).....
11. Business or occupation.....
12. Name and address of employer at time of accident and period in his employ (if more than one employer state names and addresses of all)
.....
.....
.....
13. Was he/she injured or fatally injured in the course of his/her employment? YES ☐ NO ☐
(Place a cross in the appropriate block.)
14. If he/she was injured or fatally injured in the course of his/her employment, state:—
- (i) Is claimant entitled to compensation in terms of the Workmen's Compensation Act, 1941 (Act No. 30 of 1941)?
YES ☐ NO ☐ (Place a cross in the appropriate block.)
- (ii) If YES, state whether the Workmen's Compensation Commissioner or his/her employer, as the case may be, has been notified that a claim has been/is being lodged against the Administration?
YES ☐ NO ☐ (Place a cross in the appropriate block.)
- (iii) If YES, give date and particulars of such notification, and by whom given.....
.....
- (iv) If the claimant has already been compensated in terms of the Workmen's Compensation Act, 1941, state amount received R..... and Workmen's Compensation Commissioner's reference.....
15. Is claimant entitled to recover, or has claimant already recovered any amount from any other source (e.g. employer, medical aid society, or fund)? YES ☐ NO ☐ (Place a cross in the appropriate block.)
16. If YES, give full details and quote appropriate reference
.....
17. Was he/she suffering from any physical defects or infirmities immediately prior to the accident?
YES ☐ NO ☐ (Place a cross in the appropriate block.)
18. If YES, give details
.....
.....
19. Name and address of family doctor (if any).....
.....
20. Names and addresses of all medical practitioners who treated him/her after the accident
.....
.....
.....

21. Hospital or nursing home or other place where he/she received treatment after the accident

.....
and period as —

- (i) in-patient (fromto)
and/or
(ii) out-patient (fromto)

22. State his/her income for the twelve months immediately preceding the accident:—

- (i) From employment : R.....
(ii) From any other source (give details) : R.....
.....
..... Total : R.....

(Documentary evidence of income must be attached, e.g. pay-vouchers or income tax assessments.)

23. If he/she was fatally injured, state:—

- (i) Place where death occurred.....
(ii) Date of death.....
(iii) Has an inquest been held? (YES or NO).....
(iv) If YES, state: Court.....
Date.....
Reference number.....

- (v) Names and addresses of all dependants of the deceased (whether or not damages are being claimed on their behalf)
.....
.....
.....

- (vi) Name and address of the executor of the deceased's estate
.....
.....

D. IF THE PERSON IN RESPECT OF WHOM DAMAGES ARE CLAIMED WAS FATALLY INJURED AND DAMAGES ARE CLAIMED BY OR ON BEHALF OF DEPENDANTS OF THAT PERSON, THE FOLLOWING INFORMATION IN RESPECT OF EACH SUCH DEPENDANT IS REQUIRED:

(If damages are claimed by or on behalf of more than one dependant, the information required by this paragraph on behalf of each dependant should be set out on a separate statement and attached to this form.)

1. Surname.....

2. First names.....

3. Residential address.....
.....
.....

4. Postal address.....
.....
.....
5. Sex.....
6. Race (state whether White, Asian, Coloured or Black).....
7. Date of birth.....(copy of birth certificate must be attached).
8. Identity number.....
9. Relationship to deceased.....
10. Marital status at date of accident (state whether never married, married, divorced, widowed or legally separated)
.....
11. If married, state whether married in or out of community of property, or by indigenous law (copy of marriage certificate must be attached)
.....
12. Business or occupation.....
13. Name and address of employer at date of accident, and period in his employ (if more than one employer, state names and addresses of all)
.....
.....
.....
14. (i) Does he/she at present suffer from any disease, physical defect or infirmity? YES ☐ NO ☐
(ii) Was he/she suffering from any disease, physical defect or infirmity? YES ☐ NO ☐
(Place a cross in the appropriate block.)
15. If YES, give full particulars.....
.....
16. State his/her income for the twelve months immediately preceding the accident:—
(i) From employment : R.....
(ii) From any other source (give details) : R.....
.....
.....
Total : R.....
- (Documentary evidence of income must be attached, e.g. pay-vouchers or income tax assessments.)
17. Details and amount of any inheritance or any other benefits received from the estate of the deceased, or accruing from any other source as a result of the death of the deceased, other than insurance and/or pension moneys
.....
.....

E. DAMAGES CLAIMED:-

Precise details must be given in respect of each of the following items, and supported by vouchers where applicable. (If necessary the information required by this section may be set out on a separate statement, duly signed and attached to this form.)

Hospital expenses : R.....

Medical expenses : R.....

Estimated future medical expenses : R.....

Loss of earnings (from date of accident to date hereof) : R.....

Estimated future loss of earnings : R.....

General damages (specify whether for pain and suffering, loss of amenities, etc) : R.....

.....

.....

.....

.....

Total : R.....

I hereby declare that, to the best of my knowledge and belief, all the information contained in this form is true and correct.

Signed atthis.....

day of.....19.....

As witnesses:

1.

2.

.....
SIGNATURE

SECTION TWO

THIS SECTION MUST BE COMPLETED ONLY IF THE PERSON IN RESPECT OF WHOM DAMAGES ARE CLAIMED WAS INJURED OR FATALLY INJURED WHILST HE/SHE WAS TRAVELLING AS A PASSENGER BY RAIL.

1. Date and time of accident or incident.....

2. Where did the accident or incident occur? (e.g. between Johannesburg Station and Braamfontein Station)

.....

3. He/she was a passenger on train number.....and travelled
 from.....to.....

4. Was he/she in possession of a valid train ticket? YES ☐ NO ☐ FREE PASS ☐
 (Place a cross in the appropriate block.)

5. If YES, furnish particulars.....

6. Give a full account of the accident or incident that gave rise to this claim. (If necessary the information required here can be furnished on a separate statement and attached to this form, after it has been duly signed.)

.....

7. In the event of fatal injury was he/she fatally injured at the time of the accident or incident?

YES ☐ NO ☐ (Place a cross in the appropriate block.)

8. If NO, when and where did death occur?.....

.....

I hereby declare that to the best of my knowledge and belief, all the information contained in this form is true and correct.

Signed atthis.....day of
19.....

As witnesses:

1.

2.

SIGNATURE

SECTION THREE

THIS SECTION MUST BE COMPLETED ONLY IF THE PERSON IN RESPECT OF WHOM DAMAGES ARE CLAIMED WAS INJURED OR FATALLY INJURED BY A TRAIN AT A LEVEL CROSSING OR ON A RAILWAY LINE.

1. Date and time of accident or incident.....

2. Describe in full where the accident or incident occurred

3. Give a full account of the accident or incident that gave rise to this claim. (If necessary the information required here can be furnished on a separate statement and attached to this form after it has been duly signed.)

4. In the event of fatal injury was he/she fatally injured at the time of the accident or incident? YES ☐ NO ☐
(Place a cross in the appropriate block.)

5. If NO, when and where did death occur?

6. In the event of a collision between a vehicle and a train at a level crossing, furnish:—

(i) Registration code and number of vehicle.....

(ii) Name and address of owner of vehicle at the time of the accident

(iii) Name and address of driver of vehicle at the time of the accident

(iv) Third party token/Insurance declaration number

(v) Name of third party insurer

(vi) Names and addresses of all other occupants of the vehicle

.....

7. If compensation is also claimed in respect of damage to property (e.g. vehicle in collision with train), furnish:—

(i) Detailed description of damaged property (in the case of a vehicle, registration code and number, make, year of manufacture and type of vehicle must be furnished in full).

.....

(ii) Market value of property prior to damage : R

(iii) Cost of repairs to damaged property, if reparable : R

(iv) Scrap value of damaged property, if irreparable : R

(Documentary evidence to substantiate the cost of repairs or scrap value must be attached.)

I hereby declare that, to the best of my knowledge and belief, all the information contained in this form is true and correct.

Signed at this day of

..... 19.....

As witnesses:

1.

2.

SIGNATURE

SECTION FOUR

THIS SECTION MUST BE COMPLETED ONLY IF THE PERSON IN RESPECT OF WHOM DAMAGES ARE CLAIMED WAS INJURED OR FATALLY INJURED WHILST A PASSENGER IN A ROAD TRANSPORT VEHICLE OF THE ADMINISTRATION, AND A FURTHER CLAIM, OVER AND ABOVE THE CLAIM FOR DAMAGES IN TERMS OF THE COMPULSORY MOTOR VEHICLE INSURANCE ACT, 1972 (ACT NO. 56 OF 1972), IS BEING LODGED WITH THE ADMINISTRATION.

1. Date and time of accident or incident.....
2. Place where accident or incident occurred.....
3. Particulars of Administration's vehicle involved in accident:
 - (i) Registration code and number
 - (ii) Type of vehicle
4. Has a claim in terms of the Compulsory Motor Vehicle Insurance Act, 1972, been preferred against the Administration?
YES ☐ NO ☐ (Place a cross in the appropriate block.)
5. If YES, on what date, and by whom was the claim preferred, and what is the Administration's reference?
.....
6. Have any moneys in terms of the Compulsory Motor Vehicle Insurance Act, 1972, been paid to claimant?
YES ☐ NO ☐ (Place a cross in the appropriate block.)
7. If YES, what amount was paid? R.....

I hereby declare that, to the best of my knowledge and belief, all the information contained in this form is true and correct.

Signed at this day of

.....19.....

As witnesses:

1.

2.

.....
SIGNATURE

SECTION FIVE

THIS SECTION MUST BE COMPLETED IF THE PERSON IN RESPECT OF WHOM DAMAGES ARE CLAIMED, WAS INJURED OR FATALLY INJURED BY THE ADMINISTRATION IN CIRCUMSTANCES WHICH DO NOT FALL UNDER SECTIONS TWO, THREE OR FOUR.

1. Date and time of accident or incident.....

2. Describe in full where the accident or incident occurred

3. Give a full account of the accident or incident that gave rise to this claim. (If necessary the information required here can be furnished on a separate statement and attached to this form after it has been duly signed.)

4. In the event of fatal injury, was he/she fatally injured at the time of the accident or incident?

YES ☐ NO ☐ (Place a cross in the appropriate block.)

5. If NO, when and where did death occur?.....

I hereby declare that, to the best of my knowledge and belief, all the information contained in this form is true and correct.

Signed at.....this.....day of

.....19.....

As witnesses:

1.

2.

.....
SIGNATURE

MEDICAL REPORT

THIS REPORT MUST BE COMPLETED BY THE MEDICAL PRACTITIONER WHO TREATED THE DECEASED OR INJURED PERSON FOR THE BODILY INJURIES SUSTAINED BY HIM/HER IN THE INCIDENT THAT GAVE RISE TO THIS CLAIM, OR BY THE SUPERINTENDENT (OR HIS REPRESENTATIVE) OF THE HOSPITAL IN WHICH THE DECEASED OR INJURED PERSON WAS TREATED FOR SUCH BODILY INJURIES.

(Where blocks are provided for the purpose of a reply to a question, place a cross in the appropriate block.)

1. Are you satisfied that the person to whom this report relates is the person named in paragraph C of section one of the claims form? YES ☐ NO ☐
2. Date when you first saw him/her after the accident
3. Did you treat him/her at any time before the accident? YES ☐ NO ☐
If YES, give date of last such treatment and nature of ailment
4. Are the injuries : MINOR? ☐ MODERATELY SEVERE? ☐ SEVERE? ☐
5. Indicate the parts of the body injured :
HEAD ☐ CHEST ☐ NECK ☐ ABDOMEN ☐ BACK ☐ UPPER LIMBS ☐
LOWER LIMBS ☐ PELVIS ☐
6. (a) Give full details of the nature of the injuries and any complications (e.g. fractured ribs with haemothorax, compound fracture left tibia, disfigurement, etc.) and
(b) state treatment given to date
7. Is it expected that the person will be permanently disabled? YES ☐ NO ☐
If YES, give full details
If NO, has his/her condition become stabilized?
8. Is specialist treatment being given? YES ☐ NO ☐
If YES, give name and address of specialist
9. Give full details of nature and expected duration of any future treatment
10. Have the injuries aggravated any pre-existing pathological condition? YES ☐ NO ☐
11. Has any such pre-existing pathological condition been aggravated by effects of trauma? YES ☐ NO ☐
12. If the answer to either 10 or 11 above is YES, give full details
13. Has there been any confinement of the person to hospital/nursing home? YES ☐ NO ☐
If YES, state name and address of hospital/nursing home and date when discharged, or when discharge is expected
14. If he/she was in employment at date of accident, state date when return to employment is expected
15. Where there has been a fatal termination, indicate:—
(a) Date of death (b) Cause
(c) Did any pre-existing pathological condition contribute to death? YES ☐ NO ☐
(d) If YES, give full details

Name of Medical Practitioner Address

Signature

Qualifications

Date

DEPARTMENTAL USE ONLY

SAR



CLAIMS

SCHEDULE 2

Grassfires

RAILWAY DATE STAMP

CLAIM FOR COMPENSATION IN RESPECT OF DAMAGE TO OR DESTRUCTION OF PROPERTY BY FIRE CAUSED BY A BURNING OBJECT EMANATING FROM A RAILWAY LOCOMOTIVE OR A RAILWAY TRAIN

Sections 69 and 70 of the Railways and Harbours Control and Management (Consolidation) Act, 1957 (Act No. 70 of 1957)

REMARKS

1. This form need not be completed in duplicate, and may be handed in at any Station Master's or System Manager's office, or the General Manager's Central Claims Office, or posted to —
 The General Manager
 S.A. Railways and Harbours
 Central Claims Office
 Private Bag X47
 JOHANNESBURG
 2134
2. This form must be filled in as completely as possible and lodged within the prescribed period as provided by section 64(3) of the Railways and Harbours Control and Management (Consolidation) Act, 1957 (Act No. 70 of 1957).
3. All claims must, wherever possible, be accompanied by documentary evidence in support of the amount claimed.
4. If basic information and/or documents are not available within the period in which the claim must be lodged, or if the amount of the claim cannot yet be calculated, the claims form must be endorsed accordingly, filled in as completely as possible and submitted, in which case the claim will be registered pending receipt of the necessary information and/or documents.
5. Claims forms are available free of charge in English and Afrikaans at any STATION MASTER or CLAIMS OFFICE.

SECTION ONE

1. PARTICULARS OF CLAIMANT

*Surname Residential or Postal
 Initials business address
 address

2. PARTICULARS OF PARTIES

OWNER OF PROPERTY

OCCUPIER OF PROPERTY

*Surname *Surname
 Initials Initials
 Address Address

*No abbreviations may be used, and in the case of a company, the full registered name of the company must be filled in.

3. PARTICULARS OF PROPERTY

Name and full description of property

 Size of property
 Town/city/municipal area/magisterial district in which property is situated:

SECTION TWO**1. PARTICULARS OF FIRE**

(a) Date and time of fire:

Date

Time

(b) Point where fire originated:

Between station and station
at kilometre point

(c) Fire started on claimant's property */started on railway property and spread to claimant's property */spread from adjoining property (not railway property) to claimant's property.* (*Delete whichever is not applicable)

(d) Give a short description how the fire originated.....

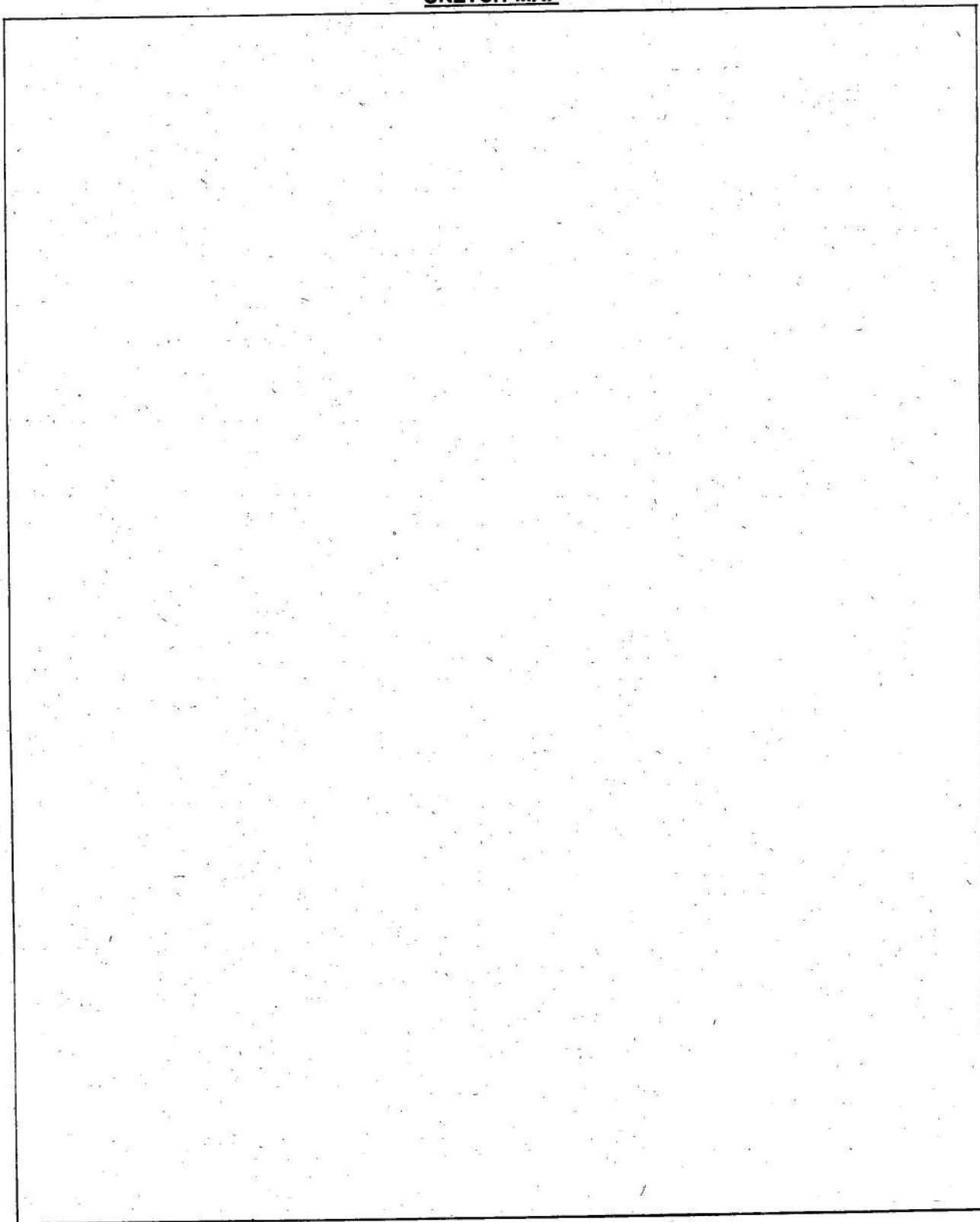
(e) How, where and when was the fire extinguished?

2. PARTICULARS OF FIRE DAMAGE

Give a full description of the extent of the fire damage

SECTION FIVE

Draw a rough sketch-map of the property with a clear indication of the area damaged by the fire. Endeavour to furnish as much particulars as possible on the sketch-map, e.g. the position of the railway line, any firebreaks, camps, cultivated lands, fences, buildings, etc. Clearly indicate NORTH, and if the wind was blowing on the day of the fire, indicate the direction and force thereof.

SKETCH-MAP.....
CLAIMANT'S REFERENCE (IF ANY).....
SIGNATURE OF CLAIMANT

DATE:

DEPARTMENTAL USE ONLY

SAR CLAIMS

Livestock

SCHEDULE 3

N.B. PLEASE READ REMARKS OVERLEAF

RAILWAY DATE STAMP

1. PARTICULARS OF CLAIMANT—

SURNAME AND INITIALS*

Telephone No.

RESIDENTIAL
OR BUSINESS
ADDRESSPOSTAL
ADDRESS**2. PARTICULARS OF PARTIES AND STATIONS —****CONSIGNOR:** SURNAME *

INITIALS

ADDRESS

FORWARDING STATION

DATE FORWARDED

TIME

CONSIGNEE: SURNAME *

INITIALS

ADDRESS

RECEIVING STATION

DATE RECEIVED

TIME

DELIVERY NOTE NO.

*Abbreviations must not be used, and in the case of a company the full registered name of the company must be provided.

3. PARTICULARS OF CAUSE OF CLAIM —

The claim is in respect of —

DEATH ☐ INJURY ☐ DELAY ☐ SHORTAGE ☐ LOSS ☐

N.B. Place a cross in the appropriate block.

4. PARTICULARS OF LOSS — Give a short description of the nature and extent of the loss suffered.**5. PARTICULARS OF CLAIM —**

Description of animal or bird

Mass in
kilogramState whether animal/bird
was killed, injured, lost
or delayedMarket value before
animal/bird was killed,
injured, lost or delayedMarket value after
animal/bird was killed,
injured, lost or delayedAmount of claim
R c

Total

**COLUMNS 6 TO 7: LIVESTOCK KILLED/
INJURED/LOST/DELAYED IN TRANSIT****6. Where was the livestock killed, injured, lost
or delayed?**

Kraal at forwarding station

Kraal at receiving station

In transit

During loading/offloading

**7. Was the livestock fed and watered before
despatch?**YES ☐NO ☐Was the livestock to be fed and watered
en route?YES ☐NO ☐**7.1 Was a premium for higher risk paid?**YES ☐NO ☐**7.2 Who checked the consignment?**

At forwarding station:

CONSIGNOR ☐SAR ADM. ☐

At receiving station:

CONSIGNEE ☐SAR ADM. ☐**COLUMNS 8 TO 12: LIVESTOCK KILLED/
INJURED BY TRAIN OR SAR ROAD
TRANSPORT VEHICLE****8. Cause of death or injury**

Killed/injured by train

Killed/injured by SAR road transport
vehicle**9. Date of accident****9.1 Place: Between**

and

at kilometre point

9.2 Who was notified of the accident and when?**9.3 How were the injured animals or carcasses
disposed of?**SOLD ☐

PROCEEDS R

c

DESTROYED ☐BURIED ☐**10. Is the railway line fenced?**YES ☐NO ☐**11. Condition of fences?**Good ☐Average ☐Poor ☐**12. Was a herdsman in charge of the animals at
time of accident?**YES ☐NO ☐**12.1 How did the animals gain access to track?**

Reference of claimant (if any)

Signature of claimant

Date

REMARKS:

1. Only one copy of the form need be completed and handed to any Station Master, System Manager's Office, or the General Manager's Central Claims Office or posted to —
The General Manager
S.A. Railways and Harbours
Central Claims Office
Private Bag X47
JOHANNESBURG
2134
 2. The form must be completed as far as is practicable and a cross placed in the appropriate block in all applicable columns. Should insufficient space be available on the form, answers or additional information may be provided on a separate page and attached to this form.
- N.B. Claims must be submitted on the prescribed form and within the applicable period as provided by Section 64(3) of the Railways and Harbours Control and Management (Consolidation) Act, 1957 (Act No. 70 of 1957).
3. Claims in respect of injury, death, shortage or delay of livestock accepted by the Administration for transport must be accompanied by the consignee's copy of the SAR delivery note (or a photostat thereof) whilst claims in respect of the loss of an entire consignment must be accompanied by the consignor's copy of the SAR consignment note (or a photostat thereof).
 4. All claims must, where possible, be accompanied by documentary evidence in substantiation of the amount claimed.
 5. If basic information and/or documents are not available within the period in which a claim must be preferred or if the amount of the claim cannot as yet be calculated, the claims form must be endorsed accordingly and in the meantime completed as far as possible and submitted, which will allow for the claim to be registered, pending receipt of the necessary information and/or documents.
 6. Claims forms, in English and Afrikaans, are available free of charge from any STATION MASTER or CLAIMS OFFICE

FOR DEPARTMENTAL USE ONLY																							
Disposal	01	02	R _____	c _____	Reference _____																		
(mark with an X. 01-pay 02-decline)					Signature _____																		
Was a premium for higher risk paid? YES ☐ NO ☐																							
Remarks: _____ _____ _____																							
Consignor _____				Consignee _____																			
Forwarding Station No. _____				Receiving Station No. _____				Transshipping Station No. _____															
Invoice No. _____				Date _____																			
Cause of claim *	Theft 1		Shortage 2		Death 3		Injury 4		Delay 5		Miscellaneous 6												
Reason for claim (Code No.) +																							
Place where claim originated *	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99			
Commodity (Claims item) No.					Commodity Code No.																		
*mark with an X. †this code must be preceded by the digit 0 for local, 3 for import or 4 for export to identify traffic.																							
LOCAL ACCOUNTANT:																							
Pay _____																							
The amount of (R : c) _____ Rand _____ cents																							
Voucher No. _____ Date _____ Compensation Account No. _____																							
Approved _____ for GENERAL MANAGER																							

DEPARTMENTAL USE ONLY

SAR  CLAIMS

SCHEDULE 4

Dangerous Goods

N.B. PLEASE READ REMARKS OVERLEAF

RAILWAY DATE STAMP

1. PARTICULARS OF CLAIMANT—

SURNAME AND INITIALS*

Telephone No.

RESIDENTIAL
OR BUSINESS
ADDRESSPOSTAL
ADDRESS

2. PARTICULARS OF PARTIES AND STATIONS —

CONSIGNOR: SURNAME*

INITIALS

ADDRESS

FORWARDING STATION

DATE FORWARDED

TIME

CONSIGNEE: SURNAME*

INITIALS

ADDRESS

RECEIVING STATION

DATE RECEIVED

TIME

DELIVERY NOTE NO.

* Abbreviations must not be used, and in the case of a company the full registered name of the company must be provided.

3. PARTICULARS OF CAUSE OF CLAIM —

The claim is in respect of —

PILFERAGE/THEFT ☐ SHORTAGE ☐ WET ☐ OTHER DAMAGE ☐ DELAY ☐ MISCELLANEOUS ☐

N.B. Place a cross in the appropriate block.

4. PARTICULARS OF LOSS — Give a short description of the nature and extent of the loss suffered.

5. PARTICULARS OF CLAIM —
Description of the item damaged,
lost or delayedMass in
kilogramState whether damaged,
lost or delayedMarket value of item before
damage, loss or delayMarket value of item after
damage or delayAmount of claim
R cR
R
R
RR
R
R
R

Total

6. NATURE OF PACKING —

CASE —

Wooden
Plywood
Plastic
Other

CRATE —

Wooden
Plastic
Metal
Other

WOODEN CASK

BAG —

Paper
Jute/hessian
Cotton/linen
Plastic
Woven plasticCORRUGATED BOARD BOX
CLOSED WITHTape
Staples
Glue
Other

INNER CONTAINERS

Glass
Metal
Plastic
Composite
Other

INTERNAL FITMENTS

Partitions
Liner
Forms
Other

DRUM —

Metal
Wood
Fibreboard
Plastic
Other

BUNDLED AND TIED WITH

Metal strapping
Plastic strapping
Twine
Wire
Other

BALED AND COVERED WITH

Paper
Plastic
Jute/hessian
Paper, plastic and
jute/hessian
Other

6.1 Packing used is —

New

Second-hand

7(a) SAR packing certificate

On container/pack

On tape

(b) If imported goods:

Does any packing certificate
appear on the container/packYES ☐NO ☐

(c) Metal/Plastic drums

(i) Gauge of metal

(embossed on drum,
e.g. /0,80/1,00/1,20)

(ii) Date of manufacture

(iii) Type of drum

Open head

Tight head

(iv) Method of closure

Closing ring

Lid with extended lugs

with closing ring

Threaded

8. Cautionary labels on
container/s

Explosive

Flammable gas

Compressed gas

Poisonous gas

Flammable liquid

Flammable solid

Spontaneously combustible

Dangerous when wet

Oxidizing agent

Organic peroxide

Poison

Radioactive

Corrosive

No label

9. Was a "Consignment Note and
Declaration for Explosives
and other Dangerous Goods"
or "Landing, Delivery and
Forwarding Order and
Declaration for Explosives and
other Dangerous Goods" used?YES ☐NO ☐9.1 Is/are the outer container/s
conspicuously marked with
the name of the contents?YES ☐NO ☐10. Does the packing comply with
the requirements as prescribed
in Supplement No. 6 to the
Official Railway Tariff Book?YES ☐NO ☐

Reference of Claimant (if any)

Signature of claimant

Date

REMARKS:

1. Only one copy of the form need be completed and handed to any Station Master, System Manager's Office, or the General Manager's Central Claims Office or posted to —
The General Manager
S.A. Railways and Harbours
Central Claims Office
Private Bag X47
JOHANNESBURG
2134
- N.B. In the case of claims in respect of damage to or loss of freight in a harbour, the claims must be handed in at the Harbour Claims Office concerned.
2. The form must be completed as far as is practicable and a cross placed in the appropriate block in all applicable columns. Should insufficient space be available on the form, answers or additional information may be provided on a separate page and attached to this form.
- N.B. Claims must be submitted on the prescribed form and within the applicable period as provided by Section 64(3) of the Railways and Harbours Control and Management (Consolidation) Act, 1957 (Act No. 70 of 1957).
3. Claims in respect of damage, shortage or delay of goods accepted by the Administration for transport must be accompanied by the consignee's copy of the SAR delivery note (or a photostat thereof) whilst claims in respect of the loss of an entire consignment must be accompanied by the consignor's copy of the SAR consignment note (or a photostat thereof).
4. All claims must, where possible, be accompanied by documentary evidence in substantiation of the amount claimed, e.g. the supplier's invoice.
5. If basic information and/or documents are not available within the period in which a claim must be preferred or if the amount of the claim cannot as yet be calculated, the claims form must be endorsed accordingly and in the meantime completed as far as possible and submitted, which will allow for the claim to be registered, pending receipt of the necessary information and/or documents.
6. Claims forms, in English and Afrikaans, are available free of charge from any STATION MASTER or CLAIMS OFFICE.

FOR DEPARTMENTAL USE ONLY

Disposal ☐ 01 ☐ 02 R : c Reference _____

(mark with an X. 01-pay 02-decline)

Was a premium for higher risk paid? .. YES ☐ NO ☐

Signature _____

Remarks: _____

Consignor _____ Consignee _____

Forwarding Station No. _____ Receiving Station No. _____ Transhipping Station No. _____

Invoice No. _____ Date _____ Waybill No. _____ Date _____

Cause of claim	Pilferage/Theft	Shortage	Wet	Damage	Delay	Miscellaneous
	1	2	3	4	5	6

Reason for claim
(Code No.) +

Place where claim originated	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99				

Packing Specification No. Commodity (Claims item) No. Commodity Code No.

*mark with an X.

+this code must be preceded by the digit 0 for local, 3 for import or 4 for export to identify traffic.

LOCAL ACCOUNTANT:

Pay _____

The amount of (R : c) _____ Rand _____ cents

Voucher No. _____ Date _____ Compensation Account No. _____

Approved _____
for GENERAL MANAGER

REMARKS:

1. Only one copy of the form need be completed and handed to any Station Master, System Manager's Office, or the General Manager's Central Claims Office, or posted to —
The General Manager
S.A. Railways and Harbours
Central Claims Office
Private Bag X47
JOHANNESBURG
2134
2. The form must be completed as far as is practicable and all applicable columns filled in.
- N.B. Claims must be submitted on the prescribed form and within the applicable period as provided by Section 64(3) of the Railways and Harbours Control and Management (Consolidation) Act, 1957 (Act No. 70 of 1957).
3. The claims form must be accompanied by the consignee's copy of the SAR delivery note (or a photostat thereof) or the consignor's copy of the SAR consignment note (or a photostat thereof).
4. All claims must, where possible, be accompanied by documentary evidence in substantiation of the amount claimed.
5. If basic information and/or documents are not available within the period in which a claim must be preferred or if the amount of the claim cannot as yet be calculated, the claims form must be endorsed accordingly and in the meantime completed as far as possible and submitted, which will allow for the claim to be registered, pending receipt of the necessary information and/or documents.
6. The Administration shall be liable for damage to freight containers or container tanks in its custody as a carrier in terms of a contract of carriage, provided that the damage be caused by the Administration or any of its servants, provided further that the damage be unrelated to or inconsistent with fair wear and tear. Fair wear and tear shall include —
 - (a) minor dents, cuts, scratches, abrasions and gouge marks;
 - (b) minor deformation of underbearers, side and bottom rails, fork lift tunnels and openings, that do not alter the strength or function of such members;
 - (c) broken or displaced door seals;
 - (d) cracked welds or loose structural rivets; and
 - (e) rusting and corrosion.
7. Claims forms, in English and Afrikaans, are available free of charge from any STATION MASTER or CLAIMS OFFICE.

FOR DEPARTMENTAL USE ONLY															
Disposal	01	02	R	c	Reference										
(mark with an x. 01-pay 02-decline)					Signature										
Remarks:															
Consignor					Consignee										
Forwarding Station No.					Receiving Station No.										
Invoice No.					Date										
Cause of claim	Damage														
	4														
Reason for damage	*														
	40	44	45	46	47	51	52	59	60	61	62	63	64	65	
Place where claim originated	*														
	80	81	83	87	88	89	90								
Commodity (Claims item) No.					Commodity Code No.										
*mark with an X. +this code must be preceded by the digit 0 for local, 3 for import or 4 for export to identify container.															
LOCAL ACCOUNTANT:															
Pay															
The amount of (R : c) Rand cents															
Voucher No.					Date					Compensation Account No.					
Approved _____ for GENERAL MANAGER															

DEPARTMENTAL USE ONLY

SAR



CLAIMS

SCHEDULE 6

General Goods Over R50

N.B. PLEASE READ REMARKS OVERLEAF

RAILWAY DATE STAMP

1. PARTICULARS OF CLAIMANT—

SURNAME AND INITIALS*

Telephone No.

RESIDENTIAL
OR BUSINESS
ADDRESSPOSTAL
ADDRESS

2. PARTICULARS OF PARTIES AND STATIONS —

CONSIGNOR: SURNAME*

INITIALS

ADDRESS

FORWARDING STATION

DATE FORWARDED

TIME

CONSIGNEE: SURNAME*

INITIALS

ADDRESS

RECEIVING STATION

DATE RECEIVED

TIME

DELIVERY NOTE NO.

* Abbreviations must not be used, and in the case of a company the full registered name of the company must be provided.

3. PARTICULARS OF CAUSE OF CLAIM —

The claim is in respect of —

PILFERAGE/THEFT ☐SHORTAGE ☐WET ☐OTHER DAMAGE ☐DELAY ☐MISCELLANEOUS ☐

N.B. Place a cross in the appropriate block.

4. PARTICULARS OF LOSS/DAMAGE — Give a short description of the nature and extent of the loss/damage suffered.

5. PARTICULARS OF CLAIM —
Description of the item damaged,
lost or delayedMass in
kilogramState whether damaged,
lost or delayedMarket value of item before
damage, loss or delayMarket value of item after
damage or delayAmount of claim
R cR
R
R
RR
R
R
R

Total

6. NATURE OF PACKING —

CASE — Wooden
Plywood
Plastic
OtherCRATE — Wooden
Plastic
Metal
Other

WOODEN CASK

BAG — Paper
Jute/hessian
Cotton/linen
Plastic
Woven plasticCORRUGATED BOARD BOX
AND CLOSED WITH— Tape
Staples
Glue
OtherDRUM — Metal
Wood
Fibreboard
Plastic
OtherBUNDLED AND TIED WITH
— Metal strapping
Plastic strapping
Twine
Wire
OtherBALED AND COVERED WITH
— Paper
Plastic
Jute/hessian
Paper, plastic and
jute/hessian
Other

OTHER PACKING

Specify

.....

.....

UNPACKED

6.1 Packing used is —

New

Second-hand

7.(a) SAR packing certificate

On container/pack

On tape

(b) If imported goods:

Does any packing certificate
appear on the container/pack?YES ☐NO ☐

(c) Metal/plastic drums:

(i) Gauge of
metal
(embossed on drum
e.g. /0,80/1,00/1,20)

(ii) Date of manufacture

(iii) Type of drum

Open head

Tight head

(iv) Method of closure

Closing ring

Lid with extended

lugs with closing

ring

Threaded

7.1 Does the packing comply
with the requirements as
prescribed in Supplement
No. 7 to the Official Railway
Tariff Book?YES ☐NO ☐

Reference of claimant (if any)

Signature of claimant

Date

REMARKS:

1. Only one copy of the form need be completed and handed to any Station Master, System Manager's Office, or the General Manager's Central Claims Office or posted to —
The General Manager
S.A. Railways and Harbours
Central Claims Office
Private Bag X47
JOHANNESBURG
2134
- N.B. In the case of claims in respect of damage to or loss of freight in a harbour, the claims must be handed in at the Harbour Claims Office concerned.
2. The form must be completed as far as is practicable and a cross placed in the appropriate block in all applicable columns. Should insufficient space be available on the form, answers or additional information may be provided on a separate page and attached to this form.
- N.B. Claims must be submitted on the prescribed form and within the applicable period as provided by Section 64(3) of the Railways and Harbours Control and Management (Consolidation) Act, 1957 (Act No. 70 of 1957).
3. Claims in respect of damage, shortage or delay of goods accepted by the Administration for transport must be accompanied by the consignee's copy of the SAR delivery note (or a photostat thereof) whilst claims in respect of the loss of an entire consignment must be accompanied by the consignor's copy of the SAR consignment note (or a photostat thereof).
4. All claims must, where possible, be accompanied by documentary evidence in substantiation of the amount claimed, e.g. the supplier's invoice.
5. If basic information and/or documents are not available within the period in which a claim must be preferred or if the amount of the claim cannot as yet be calculated, the claims form must be endorsed accordingly and in the meantime completed as far as possible and submitted, which will allow for the claim to be registered, pending receipt of the necessary information and/or documents.
6. Claims forms, in English and Afrikaans, are available free of charge from any STATION MASTER or CLAIMS OFFICE.

FOR DEPARTMENTAL USE ONLYDisposal

01	02
----	----

 R : c

Reference _____

(mark with an X. 01-pay 02-decline)

Signature _____

Was a premium for higher risk paid? .. YES ☐ NO ☐

Remarks: _____

Consignor _____ Consignee _____

Forwarding Station No. _____ Receiving Station No. _____ Transhipping Station No. _____

Invoice No. _____ Date _____ Waybill No. _____ Date _____

Cause of claim	Pilferage/Theft	Shortage	Wet	Damage	Delay	Miscellaneous
	1	2	3	4	5	6

Reason for claim
(Code No.) +

--

Place where claim originated *

80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99				
----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	--	--	--	--

Packing Specification No.

--

Commodity (Claims item) No.

--

Commodity Code No.

--

*mark with an X.

+this code must be preceded by the digit 0 for local, 3 for import or 4 for export to identify traffic.

LOCAL ACCOUNTANT:

Pay _____

The amount of (R : c) _____ Rand _____ cents

Voucher No. _____ Date _____ Compensation Account No. _____

Approved _____
for GENERAL MANAGER

DEPARTMENTAL USE ONLY

SAR



CLAIMS

SCHEDULE 7

General Goods Up to R50

N.B. PLEASE READ REMARKS OVERLEAF

RAILWAY DATE STAMP

1. PARTICULARS OF CLAIMANT—

SURNAME AND INITIALS*

Telephone No.

RESIDENTIAL
OR BUSINESS
ADDRESSPOSTAL
ADDRESS

2. PARTICULARS OF PARTIES AND STATIONS —

CONSIGNOR: SURNAME*

INITIALS

ADDRESS

FORWARDING STATION

DATE FORWARDED

TIME

CONSIGNEE: SURNAME*

INITIALS

ADDRESS

RECEIVING STATION

DATE RECEIVED

TIME

DELIVERY NOTE NO.

* Abbreviations must not be used, and in the case of a company the full registered name of the company must be provided.

3. PARTICULARS OF CAUSE OF CLAIM —

The claim is in respect of —

PILFERAGE/THEFT ☐SHORTAGE ☐WET ☐OTHER DAMAGE ☐DELAY ☐MISCELLANEOUS ☐

N.B. Place a cross in the appropriate block.

4. PARTICULARS OF LOSS/DAMAGE — Give a short description of the nature and extent of the loss/damage suffered.

5. PARTICULARS OF CLAIM —
Description of the item damaged,
lost or delayedMass in
kilogramState whether damaged,
lost or delayedMarket value of item before
damage, loss or delayMarket value of item after
damage or delayAmount of claim
R cR
R
R
RR
R
R
R

Total

6. NATURE OF PACKING —

CASE — Wooden

Plywood

Plastic

Other

CRATE — Wooden

Plastic

Metal

Other

WOODEN CASK

BAG — Paper

Jute/hessian

Cotton/linen

Plastic

Woven plastic

CORRUGATED BOARD BOX
AND CLOSED WITH

— Tape

Staples

Glue

Other

DRUM — Metal

Wood

Fibreboard

Plastic

Other

BUNDLED AND TIED WITH

— Metal strapping

Plastic strapping

Twine

Wire

Other

BALED AND COVERED WITH

— Paper

Plastic

Jute/hessian

Paper, plastic and

jute/hessian

Other

OTHER PACKING

Specify

UNPACKED

6.1 Packing used is —

New

Second-hand

7.(a) SAR packing certificate

On container/pack

On tape

(b) If imported goods:

Does any packing certificate

appear on the container/pack?

YES ☐NO ☐

(c) Metal/plastic drums:

(i) Gauge of

metal
(embossed on drum
e.g. /0,80/1,00/1,20)

(ii) Date of manufacture

(iii) Type of drum

Open head

Tight head

(iv) Method of closure

Closing ring

Lid with extended

lugs with closing

ring

Threaded

7.1 Does the packing comply
with the requirements as
prescribed in Supplement
No. 7 to the Official Railway
Tariff Book?YES ☐NO ☐

Reference of claimant (if any)

Signature of claimant

Date

REMARKS:

1. Only one copy of the form need be completed and handed to any Station Master or System Manager's Office or posted to the System Manager concerned.
- N.B. In the case of claims in respect of damage to or loss of freight in a harbour, the claims must be handed in at the Harbour Claims Office concerned.
2. The form must be completed as far as is practicable and a cross placed in the appropriate block in all applicable columns. Should insufficient space be available on the form, answers or additional information may be provided on a separate page and attached to this form.
- N.B. Claims must be submitted on the prescribed form and within the applicable period as provided by Section 64(3) of the Railways and Harbours Control and Management (Consolidation) Act, 1957 (Act No. 70 of 1957).
3. Claims in respect of damage, shortage or delay of goods accepted by the Administration for transport must be accompanied by the consignee's copy of the SAR delivery note (or a photostat thereof) whilst claims in respect of the loss of an entire consignment must be accompanied by the consignor's copy of the SAR consignment note (or a photostat thereof).
4. All claims must, where possible, be accompanied by documentary evidence in substantiation of the amount claimed, e.g. the supplier's invoice.
5. If basic information and/or documents are not available within the period in which a claim must be preferred or if the amount of the claim cannot as yet be calculated, the claims form must be endorsed accordingly and in the meantime completed as far as possible and submitted, which will allow for the claim to be registered, pending receipt of the necessary information and/or documents.
6. Claims forms, in English and Afrikaans, are available free of charge from any STATION MASTER or CLAIMS OFFICE.

<u>FOR DEPARTMENTAL USE ONLY</u>																								
Disposal	01	02	R		c						Reference _____													
(mark with an X. 01-pay 02-decline)																								
Was a premium for higher risk paid? ... YES ☐						NO ☐																		
Remarks: _____ _____ _____																								
Consignor _____						Consignee _____																		
Forwarding Station No. _____				Receiving Station No. _____				Transshipping Station No. _____																
Invoice No. _____				Date _____				Waybill No. _____ Date _____																
Cause of claim *	Pilferage/Theft 1	Shortage 2	Wet 3	Damage 4	Delay 5	Miscellaneous 6																		
Reason for claim																								
(Code No.) +																								
Place where claim originated *	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99				
Packing Specification No.																								
Commodity (Claims item) No.																								
Commodity Code No.																								
*mark with an X. +this code must be preceded by the digit 0 for local, 3 for import or 4 for export to identify traffic.																								
LOCAL ACCOUNTANT:																								
Pay _____																								
The amount of (R : c) _____ Rand _____ cents																								
Voucher No. _____ Date _____ Compensation Account No. _____																								
Approved _____ for SYSTEM MANAGER																								

BOTHALIA

Bothalia is a medium for the publication of botanical papers dealing with the flora and vegetation of Southern Africa. One or two parts of the journal are published annually.

The following parts are available:

Vol. 3 Part 1 out of print 2 1937 75c 3 1938 75c 4 1939 75c	Vol. 8 Part 1 1962 R3 2 1964 R3 3 1965 R3 4 1965 R3
Vol. 4 Part 1 1941 75c 2 1942 75c 3 1948 75c 4 1948 75c	Supplement Vol. 9 Part 1 1966 R3 2 1967 R3 3 and 4 1969 R6
Vol. 5 1950 R3	
Vol. 6 Part 1 1951 R1,50 2 1954 R2,50 3 1956 R2 4 1957 R2	Vol. 10 Part 1 1969 R3 2 1971 R3 3 1971 R3 4 1972 R3
Vol. 7 Part 1 1958 R2 2 1960 R3 3 1961 R3 4 1962 R3	Vol. 11 Part 1 and 2 1973 R6 3 1974 R3 4 1975 R3
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Obtainable from the Director, Division of Agricultural Information, Private Bag X144, Pretoria.

Sales tax must accompany all inland orders.

BOTHALIA

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Die volgende dele is beskikbaar:

Vol. 3 Deel 1 uit druk 2 1937 75c 3 1938 75c 4 1939 75c	Vol. 8 Deel 1 1962 R3 2 1964 R3 3 1965 R3 4 1965 R3
Vol. 4 Deel 1 1941 75c 2 1942 75c 3 1948 75c 4 1948 75c	Supplement Vol. 9 Deel 1 1966 R3 2 1967 R3 3 en 4 1969 R6
Vol. 5 1950 R3	
Vol. 6 Deel 1 1951 R1,50 2 1954 R2,50 3 1956 R2 4 1957 R2	Vol. 10 Deel 1 1969 R3 2 1971 R3 3 1971 R3 4 1972 R3
Vol. 7 Deel 1 1958 R2 2 1960 R3 3 1961 R3 4 1962 R3	Vol. 11 Deel 1 en 2 1973 R6 3 1974 R3 4 1975 R3
	Vol. 12 Deel 1 1976 R5 2 1977 R5 3 1978 R7,50

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Verkoopbelasting moet by alle binnelandse bestellings ingesluit word.

AGROANIMALIA

This publication is a continuation of the South African Journal of Agricultural Science Vol. 1 to 11, 1958-1968 and deals with Animal Production and Technology, Livestock Management and Ecology, Physiology, Genetics and Breeding, Dairy Science and Nutrition. Four parts of the journal are published annually.

Contributions of scientific merit on agricultural research are invited for publication in this journal. Directions for the preparation of such contributions are obtainable from the Director, Agricultural Information, Private Bag X144, Pretoria, to whom all communications in connection with the journal should be addressed.

The journal is obtainable from the above-mentioned address at R1,50 per copy or R6 per annum, post free (Other countries R1,75 per copy or R7 per annum).

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Verdienstelike landboukundige bydraes van oorspronklike wetenskaplike navorsing word vir plasing in hierdie tydskrif verwelkom. Voorskrifte vir die opstel van sulke bydraes is verkrygbaar van die Direkteur, Landbou-inligting, Privaatsak X144, Pretoria, aan wie ook alle navrae in verband met die tydskrif gerig moet word.

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THE FLOWERING PLANTS OF AFRICA

This publication is issued as an illustrated serial, much on the same lines as Curtis's Botanical Magazine, and for imitating which no apology need be tendered.

The desire and object of the promoters of the publication will be achieved if it stimulates further interest in the study and cultivation of our indigenous plants.

The illustrations are prepared mainly by the artists at the Botanical Research Institute, but the Editor welcomes contributions of suitable artistic and scientific merit from kindred institutions.

Each part contains 10 plates and costs R5 per part (other countries R5,25 per part). Two, three or four parts may be published annually, depending on the availability of illustrations. A volume consists of four parts. From Volume 27, the price per volume is: Cloth binding, R30; morocco binding, R35 (other countries, cloth binding R31; morocco binding R36).

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Die meeste van die illustrasies word deur kunstenaars van die Navorsingsinstituut vir Plantkunde gemaak, dog die redakteur verwelkom geskikte bydraes van 'n wetenskaplike en kunsstandaard afkomstig van verwante inrigtings.

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'n Taksonomiese behandeling van die flora van die Republiek van Suid-Afrika, Lesotho, Swaziland en Suidwes-Afrika. Sal bestaan uit 33 volumes, nie in numeriese volgorde nie.

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Vol. 16 Deel 1 (1975): Prys R13,50. Buitelands R16,75, posvry.

Deel 2 (1977): Prys R16. Buitelands R20, posvry.

Vol. 22 (1976): Prys R8,60. Buitelands R10,75, posvry.

Vol. 9 (1978): Prys R4,25. Buitelands R5,30, posvry.

Verkrygbaar van die Direkteur, Afdeling Landbou-inligting, Privaatsak X144, Pretoria.

Verkoopbelasting moet by binnelandse bestellings ingesluit word.

THE ONDERSTEPSPOORT JOURNAL OF VETERINARY RESEARCH

The Onderstepoort Journal of Veterinary Research is printed by the Government Printer, Pretoria, and is obtainable from the Director, Division of Agricultural Information, Department of Agricultural Technical Services, Private Bag X144, Pretoria, 0001, to whom all communications should be addressed.

* This publication is a continuation of the Reports of the Government Veterinary Bacteriologist of the Transvaal which date back to 1903 and of which 18 have appeared up to 1932. These were followed by 40 volumes of the Onderstepoort Journal. At present each volume comprises four numbers which are obtainable at R2, other countries R2,50 per number from the above address.

Directors of laboratories etc. desiring to exchange publications are invited to communicate with the Director, Veterinary Research Institute, P.O. Onderstepoort, 0110, Republic of South Africa.

Sales tax must accompany inland orders.

THE ONDERSTEPSPOORT JOURNAL OF VETERINARY RESEARCH

Die "Onderstepoort Journal of Veterinary Research" word deur die Staatsdrukker, Pretoria, gedruk en is verkrygbaar van die Direkteur, Afdeling Landbou-inligting, Departement van Landbou-egniese Dienste, Privaatsak X144, Pretoria, 0001, aan wie ook alle navrae in verband met die tydskrif gerig moet word.

Hierdie publikasie is 'n voortsetting van die "Reports of the Government Veterinary Bacteriologist of the Transvaal" wat terugdateer tot 1903 en waarvan 18 verskyn het tot 1932. Dit is gevolg deur 40 volumes van die "Onderstepoort Journal". Tans bestaan elke volume uit vier nommers wat teen R2 binnelands en R2,50 buitelands per nommer van bogenoemde adres verkrygbaar is.

Direkteure van laboratoriums ens. wat begerig is om publikasies om te ruil moet in verbinding tree met die Direkteur, Navorsings-instituut vir Veeartsenykunde, Pk. Onderstepoort, 0110, Republiek van Suid-Afrika.

Verkoopbelasting moet by binnelandse bestellings ingesluit word.

AGROPLANTAE

This publication is a continuation of the South African Journal of Agricultural Science Vol. 1 to 11, 1958-1968 and deals with Agronomy, Ecology, Agrostology, Genetics, Agricultural Botany, Landscape Management, Herbicides, Plant Physiology, Plant Production and Technology, Pomology, Horticulture, Pasture Science and Viticulture. Four parts of the journal are published annually.

Contributions of scientific merit on agricultural research are invited for publication in this journal. Directions for the preparation of such contributions are obtainable from the Director, Agricultural Information, Private Bag X144, Pretoria, to whom all communications in connection with the journal should be addressed.

The journal is obtainable from the above-mentioned address at R1,50 per copy or R6 per annum, post free (Other countries R1,75 per copy or R7 per annum).

Sales tax must accompany inland orders.

AGROPLANTAE

Hierdie publikasie is 'n voortsetting van die Suid-Afrikaanse Tydskrif vir Landbouwetenskap Jaargang 1 tot 11, 1958-1968 en bevat artikels oor Akkerbou, Ekologie, Graskunde, Genetika, Landbouplantkunde, Landskapbestuur, Onkruidmiddels, Plantfisiologie, Plantproduksie en -tegnologie, Pomologie, Tuinbou, Weiding en Wynbou. Vier dele van die tydskrif word per jaar gepubliseer.

Verdienstelike landboukundige bydraes van oorspronklike wetenskaplike navorsing word vir plasing in hierdie tydskrif verwelkom. Voorskrifte vir die opstel van sulke bydraes is verkrygbaar van die Direkteur, Landbou-inligting, Privaatsak X144, Pretoria, aan wie ook alle navrae in verband met die tydskrif gerig moet word.

Die tydskrif is verkrygbaar van bogenoemde adres teen R1,50 per eksemplaar of R6 per jaar, posvry (Buitelands R1,75 per eksemplaar of R7 per jaar).

Verkoopbelasting moet by binnelandse bestellings ingesluit word.

Use it.

Don't abuse  it.

water is for everybody

Werk mooi daarmee.

Ons leef  daarvan

CONTENTS

No.		Page No.	Gazette No.
PROCLAMATIONS			
R. 254	Railways and Harbours Act Amendment Act (69/1977): Date of commencement....	1	6176
R. 260	Public Service Act (54/1957): Amendment of designation.....	1	6176
R. 261	Dairy Industry Act (30/1961): Control of the importation of margarine.....	2	6176
GOVERNMENT NOTICES			
Agricultural Economics and Marketing, Department of Government Notices			
R. 2004	Agricultural Produce Agency Sales Act (12/1975): Regulations: Amendment.....	2	6176
R. 2007	Marketing Act (59/1968): Levy and special levy on milk and cream.....	3	6176
Customs and Excise, Department of Government Notices			
R. 2001	Customs and Excise Act (91/1964): Amendment of Schedule 1: 1/1/589.....	4	6176
R. 2002	do.: Amendment of Schedule 3: 3/567.....	5	6176
Health, Department of Government Notice			
R. 1992	Pharmacy Act (53/1974): Amendment and addition.....	6	6176
Labour, Department of Government Notices			
R. 2005	Industrial Conciliation Act (28/1956): Chemical industry (Cape): Medical aid fund agreement.....	6	6176
R. 2010	Black Labour Relations Regulation Act: Road passenger transportation trade: Vereeniging.....	9	6176
R. 2020	Industrial Conciliation Act (28/1956): Building industry, Durban: Extension of period of operation of agreement.....	6	6176
R. 2021	do.: do.: Amendment of agreement.....	9	6176
Plural Relations and Development, Department of Government Notice			
R. 2003	Redefinition of the Namakgale Township, Lebowa.....	12	6176
Prisons, Department of Government Notices			
R. 1993	Prisons Act (8/1959): Amendment of the Prison Regulations.....	12	6176
R. 1994	do.: do.....	14	6176
South African Railways, Department of Government Notices			
R. 2011	Sale of lost goods, etc.....	14	6176
R. 2012	Correction Notice: Railways and Harbours Control and Management Consolidation Act (70/1957): Amendment of regulations do.: do.: Amendment of the General Railway Regulations.....	14	6176
R. 2013	do.: do.: Amendment of the General Railway Regulations.....	15	6176
R. 2014	do.: do.: do.....	16	6176

INHOUD

No.		Bladsy No.	Staats- koerant No.
PROKLAMASIES			
R. 254	Wysigingswet op Spoorweg-en-hawewette (69/1977): Datum van inwerkingtreding...	1	6176
R. 260	Staatsdienswet (54/1957): Wysiging van benaming.....	1	6176
R. 261	Wet op Suiwelnwyerheid (30/1961): Beheer oor die invoer van margarien.....	2	6176
GOEWERMENSKENNISGEWINGS			
Arbeid, Departement van Goewermenskennisgewings			
R. 2005	Wet op Nywerheidsversoening (28/1956): Chemikalieënywerheid (Kaap): Mediese hulpfondsooreenkoms.....	6	6176
R. 2010	Wet op die Reeling van Swart Arbeidsverhoudinge: Padpassasiersvervoerbedryf: Vereeniging.....	9	6176
R. 2020	Wet op Nywerheidsversoening (28/1956): Bounywerheid, Durban: Verlenging van geldigheidsduur van ooreenkoms.....	6	6176
R. 2021	do.: do.: Wysiging van ooreenkoms.....	9	6176
Doeane en Aksyns, Departement van Goewermenskennisgewings			
R. 2001	Doeane en Aksynswet (91/1964): Wysiging van Bylae 1: 1/1/589.....	4	6176
R. 2002	do.: Wysiging van Bylae 3: 3/567.....	5	6176
Gesondheid, Departement van Goewermenskennisgewing			
R. 1992	Wet op Aptekers (53/1974): Wysiging en byvoeging.....	6	6176
Gevangenis, Departement van Goewermenskennisgewings			
R. 1993	Wet op Gevangenis (8/1959): Wysiging van Gevangenisregulasies.....	12	6176
R. 1994	do.: do.....	14	6176
Landbou-ekonomie en Bemaking, Departement van Goewermenskennisgewings			
R. 2004	Wet op Agentskapsverkoop (12/1975): Regulasies: Wysiging.....	2	6176
R. 2007	Bemarkingswet (59/1968): Heffings en spesiale heffings op melk en room.....	3	6176
Plurale Betrekkinge en Ontwikkeling, Departement van Goewermenskennisgewing			
R. 2003	Heromskrywing van die dorp Namakgale, Lebowa.....	12	6176
Suid-Afrikaanse Spoorweë, Departement van Goewermenskennisgewings			
R. 2011	Verkoop van verlore goedere, ens.....	14	6176
R. 2012	Verbeteringskennisgewing: Konsolidasiewet op die Beheer en Bestuur van Spoorweë en Hawens (70/1957): Wysiging van regulasies.....	14	6176
R. 2013	do.: do.: Wysiging van Algemene Spoorweg Regulasies.....	15	6176
R. 2014	do.: do.: do.....	16	6176

